



**City Council Meeting
August 4, 2014 - 7:30 PM
Auburn City Hall
AGENDA**

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[Watch the meeting video](#)

Meeting videos are not available until 72 hours after the meeting has concluded.

I. CALL TO ORDER

- A. **Flag Salute**
- B. **Roll Call**
- C. **Announcements, Appointments, and Presentations**
- D. **Agenda Modifications**

II. CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE

- A. **Public Hearings**
No public hearing is scheduled for this evening.
- B. **Audience Participation**
This is the place on the agenda where the public is invited to speak to the City Council on any issue. Those wishing to speak are reminded to sign in on the form provided.
- C. **Correspondence**
There is no correspondence for Council review.

III. COUNCIL COMMITTEE REPORTS

- A. **Municipal Services**
 - 1. **July 28, 2014 Minutes* (Peloza)**
- B. **Planning & Community Development**
 - 1. **July 28, 2014 Minutes* (Holman)**
- C. **Public Works**
 - 1. **July 21, 2014 Minutes* (Osborne)**
- D. **Finance**
 - 1. **July 21, 2014 Minutes* (Wales)**
- E. **Les Gove Community Campus**

F. **Council Operations Committee**

G. **Junior City Council**

1. The next regular meeting of the Junior City Council is August 18, 2014.
(Wagner)

IV. **CONSENT AGENDA**

All matters listed on the Consent Agenda are considered by the City Council to be routine and will be enacted by one motion in the form listed.

A. **Minutes of the July 21, 2014 regular meeting***

B. **Minutes of the April 3 - 4, 2014 Council Retreat***

C. **Claims Vouchers (Coleman)**

Claims voucher numbers 429843 through 430042 in the amount of \$1,395,719.52 and three wire transfers in the amount \$3,068.75 and dated August 4, 2014.

D. **Payroll Vouchers (Coleman)**

Payroll check numbers 534850 through 534882 in the amount of \$274,685.74 and electronic deposit transmissions in the amount of \$1,357,920.51 for a grand total of \$1,632,606.25 for the period covering July 17, 2014 to July 30, 2014.

E. **Agreement for Professional Services No. AG-C-452 with Berk Consulting* (Wales/Snyder)**

Agreement for Professional Services with Berk Consulting to assist the City with updating the Housing Element of the Comprehensive Plan.

F. **Public Works Project No. C201A* (Osborne/Snyder)**

City Council approve Final Pay Estimate No. 25 to Contract No. 11-01 in the amount of \$57,974.43 and accept construction of Project No. C201A M Street SE Grade Separation (Underpass)

G. **Public Works Project No. CP1120* (Osborne/Snyder)**

City Council approve Final Pay Estimate No. 8 to Contract No. 13-07 in the amount of \$4,615.77 and accept construction of Project No. CP1120, Lea Hill Safe Routes to School Improvements

(RECOMMENDED ACTION: City Council approve the Consent Agenda.)

V. **UNFINISHED BUSINESS**

There is no unfinished business.

VI. **NEW BUSINESS**

There is no new business.

VII. **ORDINANCES**

A. **Ordinance No. 6521* (Holman/Snyder)**

An Ordinance of the City Council of the City of Auburn, Washington, amending Section 20.08.070 of the Auburn City Code relating to term of telecommunications franchise leases

(RECOMMENDED ACTION: City Council introduce and adopt Ordinance No. 6521.)

B. **Ordinance No. 6526* (Holman/Snyder)**

An Ordinance of the City Council of the City of Auburn, Washington, amending Section 19.04.070 of the Auburn City Code relating to traffic impact fee exemptions

(RECOMMENDED ACTION: City Council introduce and adopt Ordinance No. 6526.)

VIII. **RESOLUTIONS**

A. **Resolution No. 5085* (Wales/Tiedeman)**

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to negotiate and execute an addendum to the Purchase and Maintenance Agreement between the City and Sharp Business Systems approved by Resolution No. 4974 executed on August 5, 2013

(RECOMMENDED ACTION: City Council adopt Resolution No. 5085.)

B. **Resolution No. 5088* (Osborne/Snyder)**

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an Agreement between the City of Auburn and Burlington Northern Santa Fe Railway relating to the 37th and B Street Northwest Pre-Signal Project

(RECOMMENDED ACTION: City Council adopt Resolution No. 5088.)

C. **Resolution No. 5090* (Holman/Snyder)**

A Resolution of the City Council of the City of Auburn, Washington, authorizing the City to expend funds to abate the litter, junk, weeds, and attractive nuisances at identified locations in the City of Auburn

(RECOMMENDED ACTION: City Council adopt Resolution No. 5090.)

IX. **REPORTS**

At this time the Mayor and City Council may report on significant items associated with their appointed positions on federal, state, regional and local organizations.

A. **From the Council**

B. **From the Mayor**

X. **ADJOURNMENT**

Agendas and minutes are available to the public at the City Clerk's Office, on the City website (<http://www.auburnwa.gov>), and via e-mail. Complete agenda packets are available for review at the City Clerk's Office.

*Denotes attachments included in the agenda packet.



AGENDA BILL APPROVAL FORM

Agenda Subject:

July 28, 2014 Minutes

Date:

July 29, 2014

Department:

Police

Attachments:

[July 28, 2014 Minutes](#)

Budget Impact:

\$0

Administrative Recommendation:**Background Summary:****Reviewed by Council Committees:**

Councilmember: Peloza

Staff:

Meeting Date: August 4, 2014

Item Number: MS.1



**Municipal Services Committee
July 28, 2014 - 3:30 PM
City Hall Conference Room 3
MINUTES**

I. CALL TO ORDER

Chair Peloza called the meeting to order at 3:30 p.m. in Conference Room 3 of City Hall, 25 West Main Street, Auburn, WA.

A. Roll Call

Members present: Chair Bill Peloza, Vice Chair Wayne Osborne and Member Claude DaCorsi.

Staff present: Mayor Nancy Backus, Chief of Police Bob Lee, Assistant Chief of Police Bill Pierson, Innovation & Technology Director Ron Tiedeman, Finance Director Shelley Coleman, Community Development and Public Works Director Kevin Snyder, and Police Secretary/Scribe Terry Mendoza. **Others present:** Auburn Reporter representative Robert Whale.

B. Announcements

C. Agenda Modifications

II. CONSENT AGENDA

A. July 14, 2014 Minutes

Vice Chair Osborne moved to accept the Minutes as presented. Member DaCorsi seconded. Chair Peloza concurred.

MOTION PASSED: 3-0

III. ACTION

A. Resolution No. 5085 - Copier Purchases (Tiedeman)

Innovation & Technology Director Ron Tiedeman briefed the committee on Resolution No. 5085 which authorizes the Mayor to negotiate and execute an addendum to the Purchase and Maintenance Agreements between the City and Sharp Business Systems. This addendum covers the replacement of seven (7) leases with one purchase and one new copier purchase for the renovated space in the City Clerk's office. In 2013 when the first half of the city's copiers were replaced we actually exceeded savings beyond the initial estimate. As such, there are now additional funds

to pay for these. In 2015, there are two (2) final copiers to be replaced and WSCA (Western States Contracting Alliance) pricing will be used. Director Tiedeman added that the Service Agreement includes maintenance, parts and toner cartridges. Committee discussion followed.

Vice Chair Osborne moved to forward Resolution No. 5085 to full Council for consideration. Member DaCorsi seconded. Chair Peloza concurred.

MOTION PASSED: 3-0

IV. DISCUSSION ITEMS

A. SCORE Jail Stats (Coleman)

Finance Director Shelley Coleman reported on the SCORE Jail statistics for the 2nd quarter of 2014. The population for the member cities remained constant fluctuating a little above and below 300. The contract population has been escalating with an all time high of 321.54 in June which means we are reaching capacity very quickly. For the 2015 budget the debt service will be picked up by the contract revenue, providing some funds to buy down the costs for operations but it will first be utilized to pay for the incremental costs for inmates. Chair Peloza asked about the number of floor staff to inmates. Director Coleman advised that there are currently 124 positions of which 91 are Correction Officers assigned to the jail, booking, etc. Chief Lee and Director Coleman will request an organizational chart from SCORE. Member DaCorsi inquired about the revenue to budget if projected through June of 2014. Director Coleman estimated that it would be approximately \$1,000,000.00 in revenue. Chair Peloza requested information on the 'Cadet Program' as referenced in Section I.1 of the Preliminary 2015 Budget memorandum. Committee discussion followed.

B. 2014 Fireworks After Action Report (Lee)

Assistant Chief of Police, Bill Pierson, reported on the annual fireworks after action information. Objectives from 2013 continued and our efforts to address them in 2014 were included in the report. From the Auburn Police Department's (APD) perspective this has been the best year as far as cooperation in communication. The Fireworks Commissioner from the Muckleshoot Indian Tribe (MIT) shut down the discharge area earlier than in past years. Instead of closing at 2:00 a.m. on July 5th the stands started shutting down at midnight since most had sold out. Chair Peloza recommend talking with the MIT about the possibility of changing the hours to close the stands at either 1:00 or 12:30 a.m. next year. Chief Lee will discuss this with Mike Jerry from the MIT. AC Pierson continued and reported that the APD begins fireworks patrols in June with 18

officers working a total of 108 hours specific to fireworks emphasis. Total calls related to fireworks on July 4th (through 8:00 a.m. on July 5th) was 128. The calls by District show that Districts 2 (AWN to Green River) and 3 (Lea Hill) received the most calls. Overall the number of fireworks calls decreased in 2014. Due to safe handling issues, officers confiscated fireworks but did not conduct a manual count of the amount seized this season. Chair Peloza asked if the fireworks could be weighed next year to reflect the significance of fireworks confiscated? The fireworks were placed in the containers same as in past years. Vice Chair Osborne suggested that the containers be moved back from their current location on Highway 164 for public safety. The containers are unlocked and wide open causing some concern being so close to the main road. Additionally, VRFA was not utilized this year to assist officers in transporting fireworks to the containers. Committee discussion followed.

C. Project Matrix

The following update was identified for the Project Matrix:

Item 3I: Status updated.

V. **ADJOURNMENT**

The meeting was adjourned at 4:18 p.m. The next regular meeting of the Municipal Services Committee is scheduled for Monday, August 11, 2014 at 3:30 p.m. in Conference Room 3 of City Hall, 25 West Main Street, Auburn, WA.

Signed this _____ day of August, 2014.

Bill Peloza, Chair

Terry Mendoza, Police Secretary/Scribe



AGENDA BILL APPROVAL FORM

Agenda Subject:

July 28, 2014 Minutes

Date:

July 30, 2014

Department:

Community Development
and Public Works

Attachments:

[July 28, 2014 Draft Minutes](#)

Budget Impact:

\$0

Administrative Recommendation:**Background Summary:****Reviewed by Council Committees:**

Councilmember: Holman

Staff:

Meeting Date: August 4, 2014

Item Number: PCD.1



**Planning and Community
Development
July 28, 2014 - 5:00 PM
Annex Conference Room 2
MINUTES**

I. CALL TO ORDER

Chair Holman called the meeting to order at 5:00 p.m. in Annex Conference Room 2 located on the 2nd floor of One Main Professional Plaza, One East Main Street, Auburn, Washington.

A. Roll Call

Chair John Holman, Vice-Chair Largo Wales and Member Yolanda Trout were present. Also present were Mayor Nancy Backus, Director of Community Development and Public Works Kevin Snyder, Assistant Director of Community Development Services Jeff Tate, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, and Community Development Secretary Tina Kriss.

Members of the audience present: Robert Whale of the Auburn Reporter

B. Announcements

1. Presentation

Status Update of Resolution No. 5003

Remedial Action Grant Agreement with the State Department of Ecology* (Snyder)

Director Snyder briefed the Committee on the next steps and anticipated schedule for implementation of Resolution No. 5003, the Remedial Action Grant Agreement with the Department of Ecology. The Committee and staff discussed consultant services between the City of Auburn and Maul Foster & Alongi, Inc. for project administration of the grant.

Staff explained that the next steps are to go forward to full City Council to ask that Council grant permission for the Mayor to enter into a Consultant Agreement with Maul Foster & Alongi for project administration services. The Committee was supportive of the request to go to full Council and determined they would take action on this item. Director Snyder stated that staff will bring this item before the Public Works Committee at their August 4, 2014 meeting for discussion before moving forward to full Council.

Vice-Chair Wales moved and Member Trout seconded to recommend City Council grant permission to enter into a Consultant Agreement with Maul Foster & Alongi, Inc., in the sum of \$175,000.00, for consultant services.

Motion carried unanimously. 3-0

C. Agenda Modifications

There are two agenda modifications transmitted to the agenda:

I. B. ANNOUNCEMENTS:

Presentation - Status Update of Resolution No. 5003 - Remedial Action Grant Agreement with the State Department of Ecology* (Snyder)

Staff to brief and present the anticipated schedule and next steps for implementation of Resolution No. 5003; a Remedial Action Grant Agreement with the Department of Ecology.

III. ACTION:

B. Ordinance No. 6526* (Chamberlain)

An Ordinance of the City of Auburn, Washington, amending section 19.04.070 of the Auburn City Council Code relating to traffic impact fee exemptions.

II. CONSENT AGENDA

A. Minutes - July 14, 2014 (Tate)

Vice-Chair Wales moved and Member Trout seconded to approve the July 14, 2014 Planning and Community Development Committee minutes as written.

Motion carried unanimously. 3-0

III. ACTION

A. Ordinance No. 6521 (Tate)

Assistant Director Tate presented Ordinance No. 6521, an Ordinance of the City Council of the City of Auburn, Washington, amending Section 20.08.070 relating to term of telecommunications franchise leases. Staff provided a review of the Ordinance amending Section 20.08.070, to provide the City with authority to negotiate a longer term telecommunication franchise leases, 5, 10, 15 year or longer. After discussion, the Committee expressed

support of Ordinance No. 6521.

Vice-Chair Wales moved and Member Trout seconded to recommend City Council adopt Ordinance No. 6521.

Motion carried unanimously. 3-0

B. Ordinance No. 6526

Assistant Director Tate provided background information on Ordinance No. 6526. Ordinance No. 6526 would provide an extension of the traffic impact fee exemptions for the Downtown Catalyst Area to December 31, 2016. After discussion of Ordinance No. 6526, the Committee determined they were supportive of the Ordinance. The Committee and staff discussed the location of the exemptions and the benefits of providing the incentive to developers. The Committee was in support of Ordinance No. 6526.

Vice-Chair Wales moved and Member Trout seconded to recommend City Council adopt Ordinance No. 6526.

Motion carried unanimously. 3-0

IV. DISCUSSION ITEMS

A. Short Plat Threshold Discussion (Tate)
Continue to discuss modifying the City's short plat threshold to align with State Law.

Assistant Director Tate reviewed the cost and regulations regarding subdivision and short subdivisions and the code changes that would increase the short plat threshold from 4 lots to 9 lots.

After reviewing the regulations and standards that are linked to the terms plat and short plat, staff has identified one section, Section 10.01.5 of the Engineering Design Standards regarding private access roads on tracts or easements, that will need a minor change.

Staff reported that the next steps would be to take any draft amendments of the Engineering Design Standards before the Public Works Committee and if approved, staff will prepare code amendments to Title 17 to go before the City Planning Commission for a public hearing, deliberation, and recommendation. The committee was supportive of moving forward to increase the short plat thresholds.

B. Code Enforcement Abatement Action (Tate)

Assistant Director Tate reported that the Auburn City Code Enforcement division have been working with several property

owners of record to obtain voluntary compliance for code violations. Staff has taken progressive code enforcement action, in accordance with Chapter 1.25 (Civil Penalties for Violations) and other Titles and Chapters of the Auburn City Code.

The Committee and staff reviewed the properties and photos of the violations. Due to the condition of these properties, which presents a threat to the public health, safety, and welfare of the residents and surrounding properties staff is asking for abatement action by the City of Auburn. The passage of the Resolution would authorize the Mayor or designee to engage in substantive abatement action.

The Committee and staff discussed the budget for the City's abatement actions and staff explained there currently are no funds set aside or allocated specifically for abatement action. The Committee concurred in support of staff moving forward to request abatement action by going forward with a resolution.

C. Director's Report (Tate)

Assistant Director Tate reported that next Wednesday, August 6, 2014 the Planning Commission will hold a public hearing and discussion on two recreational marijuana, I-502 ordinances. Staff will also be returning to the Planning Commission for further discussion on proposed regulations regarding Communal Residence.

Staff provided an update to the Committee on the 2011 to 2014 permit activity and construction valuations. Staff emphasized that to date in 2014 there were 33 new non-residential issued permits with a valuation of \$27,465,33.00. These do not include non-residential permits still being processed. The Committee and staff discussed the comparisons.

D. PCDC Status Matrix (Tate)

The Committee reviewed the matrix and had no changes or additions.

V. **ADJOURNMENT**

There being no further business to come before the Planning and Community Development Committee, the meeting was adjourned at 6:02 p.m.

Approved this _____ day of
_____, 2014.

John Holman - Chair

Tina Kriss - Community Development Secretary



AGENDA BILL APPROVAL FORM

Agenda Subject:

July 21, 2014 Minutes

Date:

July 30, 2014

Department:

Public Works

Attachments:

[Draft Minutes](#)

Budget Impact:

\$0

Administrative Recommendation:**Background Summary:**

See attached draft minutes.

Reviewed by Council Committees:

Public Works

Councilmember: Osborne

Staff:

Meeting Date: August 4, 2014

Item Number: PW.1



**Public Works Committee
July 21, 2014 - 3:30 PM
Annex Conference Room 2
MINUTES**

I. CALL TO ORDER

Chairman Wayne Osborne called the meeting to order at 3:30 p.m. in Conference Room #2, located on the second floor of Auburn City Hall, One East Main Street, Auburn, Washington.

A. Roll Call

Chairman Wayne Osborne, Vice-Chair Bill Peloza, and Member Claude DaCorsi were present. Also present during the meeting were: Mayor Nancy Backus, Community Development & Public Works Director Kevin Snyder, Assistant Director of Engineering/City Engineer Ingrid Gaub, Assistant Director of Public Works Operations Randy Bailey, Councilmember Rich Wagner, Councilmember Largo Wales, Councilmember Yolanda Trout, Assistant City Engineer Jacob Sweeting, Acting Utilities Engineer Susan Fenhaus, Transportation Manager Pablo Para, Director of Administration Michael Hursh, Environmental Services Manager Chris Andersen, Storm Drainage Engineer Tim Carlaw, Engineering Aide Amber Mund, Transportation Planner Joe Welsh, Project Engineer Matt Larson, Assistant City Attorney Doug Ruth, Economic Development Manager Doug Lien and Public Works Secretary Molly Mendez.

Members of the public in attendance included: Mike Stringer, Tage Aaker, Karyn Johnson, Dan Roper, Jeff Dillon and Connie Henke.

B. Announcements

There were no announcements.

C. Agenda Modifications

There was one agenda modification, adding Discussion Item G, Resolution No. 5087, to the agenda.

II. CONSENT AGENDA

A. Approval of Minutes

Public Works Committee to approve the minutes of the July 7, 2014 Public Works Committee meeting

It was moved by Vice-Chair Pelozza, seconded by Member DaCorsi, that the Committee approve the Public Works Committee Meeting minutes for date, July 7, 2014.

Motion carried 3-0.

III. ACTION

- A. Resolution No. 5078 (Mund)
A Resolution of the City Council of the City of Auburn, Washington, setting a public hearing to consider a franchise agreement with Electric Lightwave, LLC, a wholly owned subsidiary of Integra Telecom Holdings, Inc

Engineering Aide Mund explained Resolution No. 5078 sets the date of the public hearing for Electric Lightwave LLC for September 2, 2014. Electric Lightwave has applied for a franchise agreement with the City to be able to operate a telecommunications franchise within the city limits. There are no current plans to build within the City.

Assistant Director of Engineering/City Engineer Gaub clarified the review process of permit applications in response to a question asked by Vice-Chair Pelozza.

It was moved by Vice-Chair Pelozza, seconded by Member DaCorsi, that the Committee approve Resolution No. 5078 setting the date of the public hearing for Franchise Agreement No. 13-28 for Electric Lightwave LLC for September 2, 2014.

Motion carried 3-0.

- B. Right-of-Way Use Permit No. 14-28 (Mund)
Approve Right-of-Way Use Permit No. 14-28 for Auburn Days Festival and Fun Run

Engineering Aide Mund advised Right-of-Way Use Permit 14-28 is for the Auburn Days Festival annual festival which will be held the second weekend in August. The festival and Fun Run course are the same as last year.

Engineering Aide Mund further explained the police attendance at East Main Street following a question asked by Chairman Osborne.

Assistant Director of Public Works Operations Bailey informed the Committee that part of the costs that the City incurred for this event last year was approximately \$7,200.00. This amount only includes the cost to the Maintenance and Operations division and does not include others such as Solid Waste, the Parks Department, and the Police Department costs. In response to a question from Chair Osborne, Assistant Director of Public Works Operations Bailey

confirmed that these costs are included in the special events line item of the Street budget.

Vice-Chair Peloza noted a date error on the agenda bill. Engineering Aide Mund will correct.

It was moved by Vice-Chair Peloza, seconded by Member DaCorsi, that the Committee approve Right-of-Way Use Permit No. 14-28 for Auburn Days Festival and Fun Run.

Motion carried 3-0.

- C. Right-of-Way Use Permit No. 14-29 (Mund)
Approve Right-of-Way Use Permit No. 14-29 for Auburn Noon Lions Club and the Auburn Downtown Association

Engineering Aide Mund informed the Committee that Right-of-Way Use Permit No. 14-29 is for the Auburn Noon Lions Club and the Auburn Downtown Association to hold a food stand and beer and wine garden during Auburn Days Festival.

It was moved by Vice-Chair Peloza, seconded by Member DaCorsi, that the Committee approve Right-of-Way Use Permit No. 14-29 for Auburn Noon Lions Club and the Auburn Downtown Association.

Motion carried 3-0.

- D. Public Works Project No. CP1104 (Larson)
Award Contract No. 14-09 to Valley Electric Company of Mount Vernon on their low bid of \$258,189.23 for Project No. CP1104, 8th St NE and 104th Ave SE Intersection Improvements

Project Engineer Larson provided a brief background summary of the project.

Responding to a question asked by Chairman Osborne, Project Engineer Larson explained the public outreach process regarding traffic notices. Larson also noted the contractor has limited timeframes for the work. These limited timeframes will prevent work during rush hour traffic.

It was moved by Vice-Chair Peloza, seconded by Member DaCorsi, that the Committee award Contract No. 14-09 to Valley Electric Company of Mount Vernon on their low bid of \$258,189.23 for Project No. CP1104, 8th St NE and 104th Ave SE Intersection Improvements.

Motion carried 3-0.

E. Public Works Project No. CP1222 (Larson)

Project Engineer Larson provided an overview of the project. There were no questions from the Committee.

It was moved by Vice-Chair Peloza, seconded by Member DaCorsi, that the Committee Approve Final Pay Estimate No. 3 to Contract No. 13-15 in the Amount of \$3,978.39 and Accept Construction of Project No. CP1222, Citywide Traffic Signal Safety Improvements.

Motion carried 3-0.

F. Resolution No. 5086 (Gaub / Ruth)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an agreement with Jacob Armijo to convey an easement over a portion of City storm water retention property

Assistant City Attorney Ruth provided a background summary of Resolution No. 5086 and explained that the City is proposing to grant an easement to resolve an encroachment issue. Granting Mr. Armijo an easement allows him to retain his fence and landscaping in the 550 square foot portion of backyard area that is encroaching on the City's storm drainage property. It also gives the City the option to retain exclusive use of the property again if necessary in the future. Mr. Armijo has agreed to pay \$3,200.00 for the easement plus the recording costs. This price is based upon the per foot value of his property. The encroachment is not currently impacting the City's ability to operate the storm facility.

It was moved by Vice-Chair Peloza, seconded by Member DaCorsi, that the Committee Approve Resolution No. 5086.

Motion carried 3-0.

G. Ordinance No. 6520 (Gaub)

An Ordinance of the City Council of the City of Auburn, Washington, Amending sections 13.32A.020 and 13.32A.120 of the Auburn City Code relating to Undergrounding Wiring

Assistant Director of Engineering/City Engineer Gaub stated Ordinance No. 6520 is a proposed change to the Auburn City Code related to Underground Wiring. This revision is for franchisees and provides clarification of the exceptions to the undergrounding requirement for the expansion of an overhead system for a secondary tenant on existing utility poles owned by another utility.

It was moved by Vice-Chair Peloza, seconded by Member DaCorsi, that the Committee introduces and adopts Ordinance No. 6520.

Motion carried 3-0.

IV. DISCUSSION ITEMS

A. Design Standards Revisions - Landscaping (Welsh)

Transportation Planner Welsh indicated City staff is proposing to update the landscape portion of the Design Standards. The proposed changes include the expansion of the list of trees and shrubs which are allowed to be planted in the public right of way. In addition, these proposed changes are intended to improve the requirements to protect sidewalks from tree roots and reduce the likelihood of overplanted trees impacting in-ground utilities, impairing visibility of street signage and reducing the effectiveness of street lighting.

Chairman Osborne asked for confirmation that these proposed changes have been reviewed by the City arborist. Transportation Planner Welsh replied stating they have been reviewed by the City arborist.

Member DaCorsi requested the City include a tree trimming guideline. Transportation Planner Welsh indicated he will look into this. Assistant Director of Engineering/City Engineer Gaub added that this is covered in the standards for the planting of new trees in order to ensure only short growing trees are planted under overhead power lines.

There was a brief discussion regarding the width of a sidewalk following a question asked by Chairman Osborne.

Chairman Osborne pointed out that the street lighting standard states trees should be at least twenty feet from lights and asked if twenty feet is enough space. Transportation Planner stated this distance has been successful in the past. Assistant Director of Engineering/City Engineer Gaub suggested the addition of a requirement that it is at least half the proposed mature canopy width of the tree or twenty feet, whichever is greater. Transportation Planner Welsh will revise as suggested.

B. Resolution No. 4959 (Snyder)

The purpose of Resolution No. 4959 is for the City Council to authorize the City of Auburn to enter into a Project Partnership Agreement (PPA) with the U.S. Army Corps of Engineers to construct the Mill Creek Wetland 5K project

Chairman Osborne requested Councilmember Wagner sit at the table for this discussion item.

Environmental Services Manager Andersen and two representatives from the Army Corps of Engineers (Jeff Dillon and Dan Roper) came to the table for this discussion item. In addition, Mike Stringer with the environmental consulting firm was in attendance in the audience.

Environmental Services Manager Andersen distributed a graphic that provides the overview of the extent of the Wetland 5K Project. Andersen then briefed the Committee on the project plans.

Environmental Services Manager Andersen replied to a question asked by Councilmember Wagner regarding the culvert.

There was a brief discussion regarding the reed canary grass following a question asked by Chairman Osborne.

There was a discussion regarding the maintenance plan and beaver dams.

There was a group discussion regarding the fish and wildlife department following a question asked by Member DaCorsi.

In response to a question asked by Chairman Osborne, Environmental Services Manager Andersen responded stating it is hopeful that this creek will lower the water temperature on the Green River in addition to improving water quality.

C. Utility System Development Charges (SDC) Analysis Update from FCS Group (Fenhaus)

Acting Utilities Engineer Fenhaus and two representatives (Tage Aaker and Karyn Johnson) from FCS Group came to the table for this discussion item.

There was a brief group discussion regarding the timeframe of when the last SDC fee update was completed following a question asked by Chairman Osborne.

Acting Utilities Engineer Fenhaus provided an overview on this discussion item.

Chairman Osborne made recommendation that the City not delineate between a 1-inch and ¾-inch water meter in the SDC Fee Structure.

There was a group discussion regarding the Construction Cost Index (CCI) following a question asked by Chairman Osborne.

Ms. Johnson responded to a question asked by Chairman Osborne regarding the annual customer growth percentage on page eight of the handout. This was followed by a group discussion.

Acting Utilities Engineer Fenhaus responded to a question asked by Chairman Osborne regarding the Water Purchase on the Water Capital Improvement Plan on page ten of the handout. Discussion followed concerning the customer base that should be included in the customer growth related to this.

Assistant Director of Engineering/City Engineer Gaub responded to questions asked by Vice-Chair Peloza regarding the staff recommendations on page four of the handout.

Ms. Johnson further explained Approach A on page three of the handout and the Committee agreed that they felt this was the most appropriate calculation method to use.

D. Capital Project Status Report (Sweeting)

CP1122 – 30th Street NE Storm Improvements:

Responding to a question asked by Member DaCorsi, Assistant City Engineer Sweeting provided an updated timeline for the project advertisement.

Chairman Osborne requested a briefing on CP1107 (Fulmer Wellfield Improvements), CP1118 (Auburn Way South Pedestrian Improvements – Dogwood to Fir Street) and CP1119 (Auburn Way South Corridor Improvement – Fir St. SE to Hemlock St. SE) at the next Public Works Committee Meeting.

E. Significant Infrastructure Projects by Others - Public Works Status Report (Gaub)

There were no questions from the Committee.

F. Action Tracking Matrix (Gaub)

Item F – 105th Street Sewer Odor:

Assistant Director of Public Works Operations Bailey indicated there have not been any recent complaints in response to a question asked by Chairman Osborne.

Item G – Lea Hill Road Repair:

Assistant City Engineer Sweeting provided an updated status report indicating the City received a draft report from the geotechnical engineer which outlined some potential long term solutions in response to a question asked by Chairman Osborne.

G. Resolution No. 5087

A Resolution of the City Council of the City of Auburn, Washington.

approving the Lease Extension and Addendum to Lease between the City of Auburn and the Bank of Washington

For the purpose of these minutes, this item was discussed after Discussion Item C.

Director of Administration Hursh provided a background summary for Resolution No. 5087.

In response to a question asked by Chairman Osborne, Director of Administration Hursh discussed the garbage receptacle at this location.

Director of Administration Hursh responded to a question asked by Chairman Osborne regarding agreements to lease these lots.

V. ADJOURNMENT

There being no further business to come before the Public Works Committee, the meeting was adjourned at 4:55 p.m.

Approved this 4th day of August, 2014.

Wayne Osborne
Chairman

Molly Mendez
Public Works Department Secretary



AGENDA BILL APPROVAL FORM

Agenda Subject:

July 21, 2014 Minutes

Date:

July 31, 2014

Department:

Administration

Attachments:

[minutes](#)

Budget Impact:

\$0

Administrative Recommendation:**Background Summary:****Reviewed by Council Committees:**

Councilmember: Wales

Staff:

Meeting Date: August 4, 2014

Item Number: FN.1



**Finance Committee
July 21, 2014 - 5:00 PM
Annex Conference Room 1
MINUTES**

I. CALL TO ORDER

Chair Largo Wales called the meeting to order at 5:03 p.m. in Annex Conference Room 1 located on the second floor of the City Hall Annex located at 1 East Main Street in Auburn.

A. Roll Call

Chair Wales was present at the call to order. Member Yolanda Trout arrived at 5:04 p.m. Vice Chair John Holman arrived at 5:30 during discussion of Ordinance No. 6520.

Officials and staff members present included: Mayor Nancy Backus, City Attorney Daniel B. Heid, Finance Director Shelley Coleman, Innovation and Technology Director Ron Tiedeman, Director of Administration Michael Hursh, Community Development and Public Works Director Kevin Snyder, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, Environmental Services Manager Chris Andersen, Assistant City Attorney Doug Ruth, and City Clerk Danielle Daskam.

B. Announcements

There was no announcement.

C. Agenda Modifications

Ordinance No. 6519, and an alternate version (Ordinance No. 6524), regarding a Code of Ethics was added to the agenda.

II. CONSENT AGENDA

A. Minutes of the July 7, 2014 regular meeting

Member Trout moved and Chair Wales seconded to approve the minutes of the July 7, 2014 meeting.

MOTION CARRIED UNANIMOUSLY. 2-0

B. Claims Vouchers (Coleman)

Claims voucher numbers 429592 through 429842 in the amount of \$4,786,634.07 and six wire transfers in the amount \$1,197,254.06 and dated July 21, 2014.

Committee members reviewed the claims vouchers.

Member Trout moved and Chair Wales seconded to approve the claims and payroll vouchers.

MOTION CARRIED UNANIMOUSLY. 2-0

- C. Payroll Vouchers (Coleman)
Payroll check numbers 534816 through 534841 in the amount of \$819,238.89 and electronic deposit transmissions in the amount of \$1,284,922.81 for a grand total of \$2,104,161.70 for the period covering July 3, 2014 to July 16, 2014.

See claims vouchers above for approval of payroll vouchers.

III. ORDINANCES

- A. Ordinance No. 6519
An Ordinance of the City Council of the City of Auburn, Washington, creating a new Chapter 2.92 of the Auburn City Code, providing for a Code of Ethics

(For clarification of these minutes, Ordinance Nos. 6519 and 6524 were reviewed immediately following discussion of Ordinance No. 6520.)

City Attorney Heid explained the City of Auburn does not have its own individual code of ethics. However, there are state statutes that provide guidance and a code of ethics for municipal officers. In order to take advantage of opportunities to have a specific code of ethics for Auburn officials and employees, Ordinance No. 6519 is proposed. Ordinance No. 6519 includes language that addresses Council's participation at events, if it has value to the City, even though the City Council would not be able to receive it as a gift. In other words, the City could pay for elected officials to attend a function they are invited to if the City Council finds the event, and the Council's participation, has value to the City.

City Attorney Heid also presented an alternate, Ordinance No. 6524, which creates a new Section 2.06.070 of the Auburn City Code relating to statutory code of ethics, which adopts Chapter 42.23 RCW as the code of ethics for the city of Auburn unless or until a separate code of ethics is adopted by the Council, and addresses Council attendance at events where there is a value for attendance recognized by the Council.

Chair Wales spoke in favor of a code of ethics similar to the State's code of ethics contained in Chapter 42.52 RCW.

Vice Chair Holman expressed support for an independent municipal code of ethics separate from the State.

Chair Wales reported that the Finance Committee is the only Committee having reviewed the proposed ordinance. She recommended tabling the ordinance.

Following discussion of the timeliness of the proposed ordinances, Vice Chair Holman moved and Member Trout seconded to forward Ordinance No. 6519 to the full Council for consideration.

MOTION CARRIED. 2-1 Chair Wales voted no.

IV. RESOLUTIONS

- A. Resolution No. 5081 (Tiedeman)
A Resolution of the City Council of the City of Auburn, Washington,

authorizing the Mayor to execute an interlocal agreement between the City of Auburn and the City of Milton for information technology services

Director Tiedeman presented Resolution No. 5081, which authorizes an interlocal agreement with the City of Milton for the provision of information technology services. The Innovation and Technology Department currently provides IT related support and services to four other agencies. The Department staff are able to support a majority of the agencies remotely. Due to economy of scale and efficiencies, IT is able to provide this support without additional staff. The agreement provides for full cost recovery and \$1,500.00 in upfront charges for startup costs.

Member Trout moved and Chair Wales seconded to approve and forward Resolution No. 5082 to the full Council for consideration.

MOTION CARRIED UNANIMOUSLY. 2-0

- B. Resolution No. 5082 (Andersen)
A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor and City Clerk to execute a Grant Agreement between the City of Auburn and the State Department of Ecology

Environmental Services Manager Chris Andersen presented Resolution No. 5082. Resolution No. 5082 authorizes the City to accept and execute a Floodplain Management and Control Grant Agreement with the Department of Ecology to assist the City with costs associated with real estate acquisition, pre-construction site preparation activities, and construction of the Mill Creek Wetland 5k Green Duwamish Ecosystem Restoration Project. The grant provides \$532,000.00 to the City for use in acquiring the real estate and conduct pre-construction activities.

Member Trout moved and Chair Wales seconded to approve and forward Resolution No. 5082 to the full Council for consideration.

MOTION CARRIED UNANIMOUSLY. 2-0

- C. Resolution No. 5087 (Hursh)
A Resolution of the City Council of the City of Auburn, Washington, approving the Lease Extension and Addendum to Lease between the City of Auburn and the Bank of Washington

Director of Administration Hursh presented Resolution No. 5087. Resolution No. 5087 approves a lease extension and addendum to lease between the City and Bank of Washington for two parking areas in the downtown area. The City has leased property owned by the Bank of Washington for parking in the downtown area that is accessible to City Hall and businesses in the vicinity. The parking lots are adjacent to the vacant liquidation store and adjacent to the Sunbreak property.

Member Trout moved and Chair Wales seconded to approve and forward Resolution No. 5087 to the full Council for consideration.

MOTION CARRIED UNANIMOUSLY. 2-0

V. DISCUSSION ITEMS

- A. Resolution No. 5084 (Hursh)
A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor and the City Clerk of the City of Auburn to enter into an Interlocal Cooperation Agreement between the City and King County, for the purposes of administering the Federal Home Investment Partnerships Program (HOME)

The Committee reviewed Resolution No. 5084, which authorizes an interlocal agreement between the City and King County for the purpose of administering the Federal Home Investment Partnerships Program (HOME). The City of Auburn is a participant in the King County HOME Consortium, which provides Federal funds for low-income housing rehabilitation and construction. The U.S. Department of Housing and Urban Development requires each member jurisdiction of the Consortium to sign an agreement as a condition for participating and receiving federal funds through the Consortium.

- B. Resolution No. 5085 (Tiedeman)
A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to negotiate and execute an addendum to the purchase and maintenance agreements between the City and Sharp Business Systems approved by Resolution No. 4974 executed on August 5, 2013

Committee members reviewed Resolution No. 5085. Innovation and Technology Director Tiedeman explained Resolution No. 5085 authorizes an addendum to the Purchase and Maintenance Agreement between the City and Sharp Business Systems to provide for the replacement of copiers whose leases have expired. There are seven copiers at the end of their leases. The addendum provides for the purchase of eight new copiers. IT will fund the purchases through 2013 copier savings in 2014.

- C. Resolution No. 5086 (Gaub / Ruth)
A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an agreement with Jacob Armijo to convey an easement over a portion of City storm water retention property

The Committee reviewed Resolution No. 5086, which authorizes an agreement with Jacob Armijo to convey an easement over a portion of City storm water retention property. Assistant City Attorney Ruth explained Mr. Armijo owns an adjacent property to the City's SE 309th Street storm water pond. The back yard of Mr. Armijo's property is fenced and extends east-west in a straight line. However, Mr. Armijo's property line jogs nine feet north at one point. Hence, Mr. Armijo's fence encroaches on the City's storm pond property and cuts away approximately 550 square feet of the City's property. Mr. Ruth displayed the area of encroachment on a map.

The encroachment has existed for over a decade and has not affected the use of the storm ponds to date. Staff proposes granting Mr. Armijo an easement to resolve the encroachment. The easement allows Mr. Armijo to retain his fence and landscaping and gives the City exclusive use of the property if it ever needs it. The easement requires Mr. Armijo to pay the City \$3,200.00 for the easement.

- D. Ordinance No. 6520 (Gaub)
An Ordinance of the City Council of the City of Auburn, Washington,

amending Sections 13.32A.020 and 13.32A.120 of the Auburn City Code relating to exceptions for undergrounding requirements

The Committee reviewed Ordinance No. 6520. Assistant Director of Engineering Services/City Engineer Ingrid Gaub explained Ordinance No. 6520 provides a clarification of the exceptions to the undergrounding requirement for the expansion of an overhead system for a secondary tenant on existing utility poles owned by another utility. The ordinance was reviewed by the Public Works Committee earlier this afternoon, which recommended approval of Ordinance No. 6520.

E. 2013 Comprehensive Annual Financial Report (Coleman)

Finance Director Coleman reviewed the 2013 Comprehensive Annual Finance Report (CAFR), which was distributed separately.

Directed Coleman highlighted the components of the CAFR, including Management's Discussion and Analysis and basic financial statements.

VI. ADJOURNMENT

There being no further business to come before the Committee, the meeting adjourned at 6:17 p.m.

APPROVED this _____ day of August, 2014.

LARGO WALES, CHAIR

Danielle Daskam, City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the July 21, 2014 regular meeting

Date:

July 31, 2014

Department:

Administration

Attachments:

[minutes](#)

Budget Impact:

\$0

Administrative Recommendation:**Background Summary:****Reviewed by Council Committees:****Councilmember:****Staff:**

Meeting Date: August 4, 2014

Item Number: CA.A



**City Council Meeting
July 21, 2014 - 7:30 PM
Auburn City Hall
MINUTES**

I. CALL TO ORDER

A. Flag Salute

Mayor Nancy Backus called the meeting to order at 7:30 p.m. and led those in attendance in the Pledge of Allegiance.

B. Roll Call

City Councilmembers present: Deputy Mayor Wagner, Bill Peloza, Largo Wales, Wayne Osborne, John Holman, Claude DaCorsi, and Yolanda Trout.

Department Directors and staff members present included: Finance Director Shelley Coleman, Director of Administration Michael Hursh, Emergency Preparedness Manager Sarah Miller, Innovation and Technology Director Ron Tiedeman, Interim Director of Human Resources and Risk Management Rob Roscoe, City Attorney Daniel B. Heid, Director of Community Development and Public Works Kevin Snyder, Police Commander Mark Caillier, Environmental Services Manager Chris Andersen, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, Engineering Aide Amber Mund, Assistant Director of Community Development Services Jeff Tate, Public Affairs and Marketing Liaison Dana Hinman, and City Clerk Danielle Daskam.

C. Announcements, Appointments, and Presentations

1. Kurtis Harstad CERT Award Presentation

Mayor Backus, accompanied by Emergency Preparedness Manager Sarah Miller and Emergency Preparedness staff Scott Currie, presented Kurtis Harstad with a Community Emergency Response Team (CERT) certificate of completion. Ten-year old Kurtis, received his amateur radio operator's license at age nine and at 10 years old became the City's youngest CERT graduate. In honor of Kurtis's accomplishments, Emergency Preparedness Manager Miller invited Kurtis to become an honorary member of the City's Emergency Communications Team. Mayor Backus presented Kurtis with an official Community Service Excellence Award coin in recognition of his accomplishments.

2. Mill Creek Wetland 5k Project (Holman/Snyder)

A presentation by Olton Swanson, Deputy District Engineer, Seattle District, U.S. Army Corps of Engineers (USACE) regarding the proposed Project Partnership Agreement (PPA) [refer to Resolution

No. 4959] between the City of Auburn and the U.S. Army Corps of Engineers.

Environmental Services Manager Chris Andersen introduced U.S. Army Corps of Engineers Deputy District Engineer Olton Swanson, who made some brief remarks regarding the Mill Creek Wetland 5k Ecosystem Restoration Project. The City has been working for several years with the U.S. Army Corps of Engineers on the planning and design for the Mill Creek Wetland 5k Restoration Project. Deputy District Engineer Swanson conveyed the Corps' continued commitment and support for the restoration project. Later on the agenda, the Council will consider Resolution No. 4959, authorizing a Project Partnership Agreement between the Corps and the City of Auburn that defines the roles, responsibilities and cost sharing for the project.

3. Arts Commission Appointment

Deputy Mayor Wagner moved and Councilmember Pelosa seconded to confirm the appointment of Cary Davidson to the Arts Commission for a new three-year term to expire on December 31, 2016.

MOTION CARRIED UNANIMOUSLY. 7-0

4. 2014 Auburn Little League Juniors Softball

Mayor Backus invited the coaches and team members of the Auburn Little League Juniors Dynamite fastpitch softball team to receive the congratulations of the City Council. The Dynamite team recently won the state championship tournament held in Shoreline. The team moves on to the Western Regional Tournament in Tucson, Arizona, beginning July 30, 2014. Coaches and team members introduced themselves to the Council: Manager Perry Azevedo, Coach Steve Rhoades, Coach Dave Judge, Caitlyn Rhoades, Taylor Hanson, Megan Perius, Jillian Tinsley, Mindy Warner, Carly Ross, Emily Bartholomew, Geane Alcedo, Jordyn Judge, Riley Mehl, Laurel Tauzer, and Brianna Azevedo. The team is accepting donations to help fund their travel costs to the regional tournament.

D. **Agenda Modifications**

Ordinance No. 6519 (and an alternate version under Ordinance No. 6524) related to Code of Ethics was added to the agenda.

II. **CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE**

A. **Public Hearings**

1. Public Hearing on Communal Residential Rental Housing - Moratorium (Holman/Tate)
City Council to conduct a public hearing on the Communal Residential Housing Moratorium (See Resolution No. 5079 attached).

Assistant Director of Community Development Services Jeff Tate presented Council with the staff report regarding the moratorium on communal residential rental housing. On June 16, 2014, the Council adopted Resolution No. 5079, which established a moratorium on the acceptance or processing of applications for business licenses and other licenses, permits and approvals for communal residential rental housing. Pursuant to RCW 35A.63.220, the City Council must hold a public hearing on the moratorium within sixty days of enacting the moratorium. The purpose of the moratorium is to allow the City adequate time to further evaluate the regulations associated with communal residences.

Mayor Backus opened the public hearing at 7:59 p.m.

Russ Campbell, 126th Avenue SE, Auburn
Mr. Campbell spoke in support of the moratorium. Mr. Campbell stated he lives in the Rainier Ridge neighborhood, which is in close proximity to Green River Community College. He expressed appreciation to the City Council for their work related to communal residential rental housing regulations.

Julia Shore, SE 316th Court, Auburn
Ms. Shore stated she is a former faculty member at Green River Community College. Ms. Shore spoke in support of the moratorium.

There being no further comment, the hearing closed at 8:01 p.m.

2. Public Hearing on Application for Right-of-Way Vacation V3-14 (Osborne/Snyder)

City Council to conduct a public hearing on a petition for vacation of the alley between South Division Street and A Street SE, south of 1st Street SE, located within the City of Auburn.

Engineering Aide Amber Mund presented the staff report on the application of MW Holdings Auburn SE Block LLC for vacation of the alley between South Division Street and A Street SE south of 1st Street SE. The alley was dedicated as right-of-way in 1886 as part of the City's original plat. MW Holdings Auburn SE Block LLC plans to incorporate the vacated right-of-way in the redevelopment of the adjoining properties.

Staff recommends approval of the vacation with the condition that easements be reserved for sanitary sewer and water, Puget Sound Energy gas and electric facilities, CenturyLink communications facilities, and Comcast cable facilities.

Per Council policy, compensation for the value of the right-of-way will not be required as the right-of-way was dedicated at no cost to the City.

Mayor Backus opened the public hearing at 8:02 p.m. There was no public comment, and the hearing was closed.

B. Audience Participation

This is the place on the agenda where the public is invited to speak to the City Council on any issue. Those wishing to speak are reminded to sign in on the form provided.

Kim Smith, A Street SE #143, Auburn

Ms. Smith reported she lives at the White River Estates mobile home park. She expressed concern that there are several homeless people living adjacent to the mobile residences. Ms. Smith stated homeless persons have destroyed her fence and her neighbor's fence and entered her back yard. She has made several calls to the police for assistance.

Commander Caillier reported that Auburn Police perform extra patrols of the area and Puget Sound Energy has cleared their property where the homeless congregate.

Mayor Backus requested Commander Caillier meet with Ms. Smith before the end of the meeting to provide her with options for rectifying the situation.

Michael Tymon, 52nd Avenue South, Auburn

Mr. Tymon expressed frustration with the amount of illegal fireworks in his neighborhood. Commander Caillier advised the Police made several seizures of illegal fireworks and arrested several for fireworks violations. Mayor Backus advised that she will be receiving a debriefing next week from the Valley Regional Fire Authority and Auburn Police regarding Fourth of July activities and will provide the results of the debriefing through various mediums.

Russ Campbell, 126th Avenue SE, Auburn

Mr. Campbell reported that he had noticed a decrease in fireworks activities in his neighborhood over the years until this year. He contributed the increase in fireworks violations in his neighborhood due to a decrease of Police patrols in the Lea Hill area.

C. Correspondence

There was no correspondence for Council review.

III. COUNCIL COMMITTEE REPORTS

A. Municipal Services

Chair Peloza reported the Municipal Services Committee met July 14, 2014. The Committee reviewed Public Works Project No. CP1324, which is the airport slurry seal project. The Committee discussed the shopping cart program, garbage disposal direct billing, telecommunication leases, Resolution No. 5081 authorizing an interlocal agreement with the City of Milton for information technology services, animal control and rescue, and the Auburn firearms range. The next regular meeting of the Municipal Services Committee is scheduled for July 28, 2014 at 3:30 p.m.

B. Planning & Community Development

Chair Holman reported the Planning and Community Development Committee met July 14, 2014. The Committee reviewed Resolution No. 4959 relating to a Project Partnership Agreement with the U.S. Army Corps of Engineers for the Mill Creek 5k Restoration Project and Resolution No. 5084 authorizing an interlocal agreement with King County for administration of the Federal Home Investment Partnership Program. The Committee discussed setting a hearing date for the franchise agreement with Electric Lightwave, communal rental housing, the Comprehensive Plan update overview, new staffing for Community Development Services, certificates of occupancy for Orion Aerospace and Indian/Victory Motorcycle, and pedestrian kiosks. The next regular meeting of the Planning and Community Development Committee is scheduled for July 28, 2014 at 5:00 p.m.

C. Public Works

Chair Osborne reported the Public Works Committee met this afternoon at 3:30. The Committee reviewed Resolution No. 5078 regarding a hearing on the franchise agreement with Electric Lightwave, a right-of-way use permit for Auburn Days Festival fun run, a right-of-way permit for Auburn Noon Lions for Auburn Days, Public Works Project No. CP1104 bid award, final pay estimate for Public Works Project No. CP1222, Resolution No. 5086 related to an agreement with Jacob Armijo regarding an easement over a portion of a City storm water retention property, and Ordinance No. 6520 relating to underground wiring. The Committee discussed landscaping of public right-of-way, Resolution No. 4959 authorizing a Project Partnership Agreement with the U.S. Army Corps of Engineers, utility system development charges, Resolution No. 5087 relating to a lease with Bank of Washington for parking areas, the capital projects status report, and the Committee's action tracking matrix. The next regular meeting of the Public Works Committee is scheduled for August 4, 2014 at 3:30 p.m.

D. Finance

Chair Wales reported the Finance Committee met this evening at 5:00. The Committee reviewed claims vouchers in the amount of \$5.9 million and payroll vouchers in the amount of \$2.1 million. The Committee also reviewed Resolution No. 5081 authorizing an interlocal agreement with the City of Milton for information technology services, Resolution No. 5082 approving a grant agreement with the Department of Ecology, and Resolution No. 5087 amending a lease with the Bank of Washington for parking areas. The Committee discussed Resolution No. 5084 approving an interlocal agreement with King County for the Federal Home Investment Partnerships Program, Resolution No. 5085 approving an addendum to an agreement with Sharp Business Systems for copier purchases, Resolution No. 5086 relating to an easement with Jacob Armijo, Ordinance No. 6520 relating to underground wiring, the 2013 Comprehensive Annual Financial Report, and Ordinance No. 6519 (and its alternate Ordinance No. 6524) relating to a code of ethics. The next regular meeting of the Finance Committee is scheduled for August 4, 2014 at 5:00 p.m.

E. Les Gove Community Campus

The Les Gove Community Campus Committee has not met since the last Council meeting.

F. Council Operations Committee

The next regular meeting of the Council Operations Committee is scheduled for July 28, 2014 at 2:00 p.m.

G. Junior City Council

Deputy Mayor Wagner reported the Junior City Council met this evening at 5:00. The Junior City Council discussed how they could contribute and participate in next year's Auburn birthday celebration. The Junior City Council also discussed their anti-bullying campaign.

IV. CONSENT AGENDA

All matters listed on the Consent Agenda are considered by the City Council to be routine and will be enacted by one motion in the form listed.

- A. Minutes of the July 7, 2014 regular meeting
- B. Minutes of the June 11, 2014 special meeting
- C. Minutes of the June 26, 2014 special meeting
- D. Claims Vouchers (Wales/Coleman)
Claims voucher numbers 429592 through 429842 in the amount of \$4,786,634.07 and six wire transfers in the amount \$1,197,254.06 and dated July 21, 2014.
- E. Payroll Vouchers (Wales/Coleman)
Payroll check numbers 534816 through 534841 in the amount of \$819,238.89 and electronic deposit transmissions in the amount of \$1,284,922.81 for a grand total of \$2,104,161.70 for the period covering July 3, 2014 to July 16, 2014.
- F. Public Works Project No. CP1104 (Osborne/Snyder)
City Council award Contract No. 14-09 to Valley Electric Company of Mount Vernon on their low bid of \$258,189.23 for Project No. CP1104, 8th St NE and 104th Ave SE Intersection Improvements
- G. Public Works Project No. CP1222 (Osborne/Snyder)
City Council approve Final Pay Estimate No. 3 to Contract No. 13-15 in the amount of \$3,978.39 and accept construction of Project No. CP1222, Citywide Traffic Signal Safety Improvements
- H. Public Works Project No. CP1324 (Peloza/Coleman)
City Council award Contract No. 14-03, to Blackline Inc. on their low bid of \$527,830.32 plus Washington State sales tax of \$50,143.88 for a total contract price of \$577,974.20 for Project No. CP1324, Asphalt Rehabilitation and Seal Coat

Deputy Mayor Wagner moved and Councilmember Pelosa seconded to adopt the Consent Agenda.

The Consent Agenda consists of minutes, claims and payroll vouchers, and public works projects.

MOTION CARRIED UNANIMOUSLY. 7-0

V. UNFINISHED BUSINESS

There was no unfinished business for City Council review.

VI. NEW BUSINESS

There was no new business for City Council review.

VII. ORDINANCES

- A. Ordinance No. 6511 (Osborne/Snyder)
An Ordinance of the City Council of the City of Auburn Washington, vacating right-of-way of the alley between South Division Street and A Street SE, south of 1st Street SE, within the City of Auburn, Washington

Councilmember Osborne moved and Councilmember Pelosa seconded to introduce and adopt Ordinance No. 6511.

MOTION CARRIED UNANIMOUSLY. 7-0

- B. Ordinance No. 6519
An Ordinance of the City Council of the City of Auburn, Washington, creating a new Chapter 2.92 of the Auburn City Code, providing for a Code of Ethics

Councilmember Holman moved and Councilmember Trout seconded to introduce and adopt Ordinance No. 6519.

Councilmember Holman spoke in favor of Ordinance No. 6519, which provides for a Code of Ethics for City officials and employees. Deputy Mayor Wagner stated he cannot support Ordinance No. 6519 at this time and suggested the Council operate under the Code of Ethics in Chapter 42.23 RCW. Deputy Mayor Wagner stated Ordinance No. 6519 requires further discussion and study.

Councilmember Wales agreed with Deputy Mayor Wagner and suggested further study of a Code of Ethics.

Councilmember DaCorsi concurred with Deputy Mayor Wagner and Councilmember Wales. He suggested the Council review the proposed ordinance in a study session.

Councilmember Osborne agreed that Ordinance No. 6519 and a Code of Ethics requires additional time for study.

Councilmember Trout agreed that the proposed Code of Ethics requires

further study.

Councilmember Pelosa agreed additional time is needed to study Ordinance No. 6519 and a Code of Ethics.

Councilmember Holman moved to table Ordinance No. 6519 until August 18, 2014. Councilmember Wales seconded the motion.

MOTION CARRIED UNANIMOUSLY. 7-0

- C. Ordinance No. 6520 (Osborne/Snyder)
An Ordinance of the City Council of the City of Auburn, Washington, amending Sections 13.32A.020 and 13.32A.120 of the Auburn City Code relating to exceptions for undergrounding requirements
- Councilmember Osborne moved and Councilmember Pelosa seconded to introduce and adopt Ordinance No. 6520.

Ordinance No. 6520 relates to underground wiring and clarifies the exceptions to the undergrounding requirement.

MOTION CARRIED UNANIMOUSLY. 7-0

- D. Ordinance No. 6522 (Holman/Snyder)
An Ordinance of the City Council of the City of Auburn, Washington, approving the Final Plat of Alicia Glenn
- Councilmember Holman moved and Councilmember Wales seconded to adopt Ordinance No. 6522.

Ordinance No. 6522 approves the final plat of Alicia Glenn located on Lea Hill at the intersection of 124th Avenue South and north of SE 304th Street.

MOTION CARRIED UNANIMOUSLY. 7-0

- E. Ordinance No. 6523 (Holman/Snyder)
An Ordinance of the City Council of the City of Auburn, Washington, approving the Final Plat of Wyncrest
- Councilmember Holman moved and Councilmember Wales seconded to adopt Ordinance No. 6523.

Ordinance No. 6523 approves the final plat of Wyncrest consisting of 24 lots and located on West Hill east of 64th Avenue South.

MOTION CARRIED UNANIMOUSLY. 7-0

VIII. RESOLUTIONS

- A. Resolution No. 4959 (Holman/Snyder)
A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor and City Clerk to execute a Project Partnership Agreement for Specifically Authorized Ecosystem Restoration Projects and Separable Elements

(For clarification of these minutes, consideration of Resolution No. 4959 occurred immediately following Announcements, Appointments and Presentations.)

Councilmember Holman moved and Councilmember Wales seconded to adopt Resolution No. 4959.

Councilmember Holman spoke in favor of Resolution No. 4959. The Resolution authorizes a Project Partnership Agreement with the Corps of Engineers for the Mill Creek 5k Restoration Project.

Councilmember Wales spoke in favor of Resolution No. 4959 and the partnership with the U.S. Corps of Engineers.

Councilmember Pelosa spoke in favor of Resolution No. 4959.

MOTION CARRIED UNANIMOUSLY. 7-0

- B. Resolution No. 5078 (Osborne/Snyder)
A Resolution of the City Council of the City of Auburn, Washington, setting a public hearing to consider a Franchise Agreement with Electric Lightwave, LLC, a wholly owned subsidiary of Integra Telecom Holdings, Inc.

Councilmember Osborne moved and Councilmember Pelosa seconded to adopt Resolution No. 5078.

Resolution No. 5078 sets a public hearing date for the proposed franchise agreement with Electric Lightwave. The resolution sets the hearing date for September 2, 2014.

MOTION CARRIED UNANIMOUSLY. 7-0

- C. Resolution No. 5081 (Wales/Tiedeman)
A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an interlocal agreement between the City of Auburn and the City of Milton for information technology services

Councilmember Wales moved and Councilmember Holman seconded to adopt Resolution No. 5081.

Resolution No. 5081 authorizes an interlocal agreement with the City of Milton for provision of information technology services at full cost recovery.

MOTION CARRIED UNANIMOUSLY. 7-0

- D. Resolution No. 5082 (Wales/Coleman)
A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor and City Clerk to execute a Grant Agreement between the City of Auburn and the State Department of Ecology

Councilmember Wales moved and Councilmember Holman seconded to adopt Resolution No. 5082.

Resolution No. 5082 accepts grant funds to be used to acquire property for the Mill Creek 5k Restoration Project.

MOTION CARRIED UNANIMOUSLY. 7-0

- E. Resolution No. 5084 (Holman/Hursh)
A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor and the City Clerk of the City of Auburn to enter into an Interlocal Cooperation Agreement between the City and King County, for the purposes of administering the Federal Home Investment Partnerships Program (HOME)

Councilmember Holman moved and Councilmember Wales seconded to adopt Resolution No. 5084.

Resolution No. 5084 authorizes an interlocal agreement with King County related to the administration of the Federal Home Investment Partnerships Program (HOME).

MOTION CARRIED UNANIMOUSLY. 7-0

- F. Resolution No. 5086 (Osborne/Heid)
A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an agreement with Jacob Armijo to convey an easement over a portion of City storm water retention property

Councilmember Osborne moved and Councilmember Peloza seconded to adopt Resolution No. 5086.

Resolution No. 5086 provides for an easement of approximately 550 feet of City storm water pond property where the property owner inadvertently placed landscaping.

MOTION CARRIED UNANIMOUSLY. 7-0

- G. Resolution No. 5087 (Wales/Hursh)
A Resolution of the City Council of the City of Auburn, Washington, approving the Lease Extension and Addendum to Lease between the City of Auburn and the Bank of Washington

Councilmember Wales moved and Councilmember Holman seconded to adopt Resolution No. 5087.

Resolution No. 5087 extends an existing lease with Bank of Washington for parking areas in the downtown area.

MOTION CARRIED UNANIMOUSLY. 7-0

IX. REPORTS

At this time the Mayor and City Council may report on significant items associated with their appointed positions on federal, state, regional and local organizations.

A. From the Council

Deputy Mayor Wagner reported on his attendance at the Regional Access Mobility Partnership (RAMP) meeting where discussion included the dismal prospects for federal transportation grant funding. Deputy Mayor Wagner also reported on his attendance at the Pierce County Regional Council meeting where members received a presentation on the Buildable Lands Report.

Councilmember Trout reported she served as a judge at the dog contest at the Auburn International Farmers Market and attended the See Ya Later Foundation golf tournament.

Councilmember Osborne reported on his attendance at the Regional Transit Committee meeting where the Committee discussed scheduled reductions in transit service beginning in September 2014.

Councilmember Peloza reported he attended the Sound Cities Association Public Issues Committee meeting, the King County Solid Waste Advisory Committee meeting, the South King County Transportation Board meeting, the King County Flood Control District meeting, and the Regional Policy Committee meeting.

Councilmember Wales reported on attendance at a King County Board of Health meeting where discussion centered on health services funding shortfalls and closure of King County health clinics.

Councilmember DaCorsi reported he served as a judge for the Auburn International Farmers Market Dog Days of Auburn contest. He also announced tomorrow is Councilmember Wales' birthday as well as his wife's (Mary) birthday.

B. From the Mayor

Mayor Backus reported she was invited to speak at the Leadership Alliance Against Coal where she spoke regarding Auburn's concerns regarding oil trains traveling through Auburn. Mayor Backus reported she participated in a Q13 News focus piece on Auburn's Art, Wine and Music Festival. Mayor Backus reported that this afternoon the King County Council voted to implement the September 2014 transit service reductions (161,000 hours of service) and adopting the February 2015 service reduction level at 188,000 hours but did not associate routes with the reduction level. Mayor Backus expressed disappointment that after Auburn's urging to retain Route 919, the route appears to be eliminated; Auburn will continue to advocate for Route 919 to be restored.

X. EXECUTIVE SESSION

At 9:19 p.m., Mayor Backus recessed the regular meeting for a five minute intermission and then to executive session for approximately twenty minutes for the purpose of discussing real property acquisition pursuant to RCW 42.30.100 (1)(b) and pending/potential litigation pursuant to RCW 42.30.100(1)(i). Department Directors and staff members required for the executive session included City Attorney Daniel B. Heid, Director of Community Services and Public Works Kevin Snyder, Interim Director of Human Resources and Risk

Manager Rob Roscoe, Director of Administration Michael Hursh, Finance Director Shelley Coleman, Environmental Services Manager Chris Andersen, and Michael Stringer of Maul Foster Alongi. It was indicated Council action would follow the executive session.

At 9:43 p.m., the executive session was extended an additional ten minutes. At 9:53 p.m., the executive session was extended an additional five minutes.

The regular meeting was reconvened at 9:58 p.m.

City Attorney Heid read the title of Resolution No. 5083:

Resolution No. 5083

A Resolution of the City Council of the City of Auburn, Washington, authorizing the acquisition of interests in real property in support of the Mill Creek 5k Reach Restoration Project and ratifying and confirming prior acts

Councilmember Wales moved and Councilmember Holman seconded to adopt Resolution No. 5083.

Resolution No. 5083 authorizes property acquisition to allow the Mill Creek 5K Reach Restoration Project.

MOTION CARRIED UNANIMOUSLY. 7-0

XI. ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 9:59 p.m.

APPROVED this _____ day of August, 2014.

NANCY BACKUS, MAYOR

Danielle Daskam, City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the April 3 - 4, 2014 Council Retreat

Date:

July 23, 2014

Department:

Administration

Attachments:

[April 3 - 4 City Council Retreat Minutes](#)

Budget Impact:

\$0

Administrative Recommendation:**Background Summary:****Reviewed by Council Committees:****Councilmember:****Staff:**

Meeting Date: August 4, 2014

Item Number: CA.B



**Special City Council Meeting
April 3, 2014 - 9:00 AM
Wesley Homes Conference Room
MINUTES
Auburn City Council Retreat**

I. CALL TO ORDER

The Auburn City Council met in a special session on April 3 and 4, 2014 in order to conduct a Council Retreat. The session was conducted at Wesley Homes, 32049 109th Pl SE, Auburn. The meeting was called to order at 9:00 a.m. by Mayor Nancy Backus and the following Councilmembers were present: Rich Wagner, Bill Peloza, Yolanda Trout, Wayne Osborne, John Holman, and Claude DaCorsi. Councilmember Largo Wales did not attend.

Directors and staff members present included: City Attorney Daniel B. Heid, Finance Director Shelley Coleman, Community Development and Public Works Director Kevin Snyder, Interim Human Resources Director Rob Roscoe, Director of Administration Michael Hursh, Innovation and Technology Director Ron Tiedeman, Chief of Police Bob Lee, Park, Arts and Recreation Director Daryl Faber, Planning Services Manager Elizabeth Chamberlain, Executive Assistant Tamie Bothell, Council Secretary Antoinette Early, and Deputy City Clerk Shawn Campbell.

II. DISCUSSION ITEMS

A. Auburn City Council Retreat

Director Snyder explained the retreat is meant to be informal to allow Council to talk openly, giving thoughts and ideas on each subject. Each day will be broken down into several roundtable discussions with specific topics.

The Mayor and Council discussed concerns Council has including working with a new Mayor, communication between Mayor and Council and new Councilmembers understanding the Open Public Meetings Act.

Mayor Backus explained she wants to ensure open communication between the Mayor, Council and staff. She requested any direction of staff time or work be directed through the Mayor's office.

Mayor Backus outlined her expectations for Council:

* Council will not act independent of Administration by giving presentations or representing the City without having been

requested to do so by the Mayor.

- * The Mayor directs the workflow of City staff and resource allocations.
- * Council will not make official communications without the full support of Council.
- * Both the Mayor and Council trust each other.

Council outlined their goals for Mayor:

- * Both the Mayor and Council trust each other.
- * Council is able to meet with Mayor easily.
- * The Mayor set up training sessions for email and outlook creating calendar standards.
- * The Mayor have transparent open communication.
- * The Mayor have frequent contact with state delegations and update Council as appropriate.

The Mayor, Council and Directors discussed what the current team culture is and what they would like it to be. Council asked staff to compile the data and bring it back the full Council with a compact that all Councilmembers and Mayor would agree too.

The Mayor, Council and Directors broke up into small groups to discuss the City's strengths, weaknesses, assets and threats (SWAT).

Mayor, Council and Directors discussed options and ideas for long term growth of Auburn. They discussed the perception of Auburn, building the downtown and the need for economic development for both new and existing businesses.

The Council adjourned at 4:00 p.m. to meet again on 9:00 a.m. on Friday, April 4, 2014 at 9:00 a.m.

The Council reconvened on April 4, 2014 at 9:00 a.m.

The Mayor, Council and Directors discussed the current vision and mission statement for the City. Together they developed new vision and mission statements.

Auburn's Vision Statement:

Your Auburn, your premier community with vibrant opportunities.

The Mayor, Council and Directors discussed the core values they have for the City. They developed a mission statement that met their core values.

City of Auburn's Mission Statement:

Provides a premier service oriented government that is attentive to the needs of our citizens and business community.

The Mayor, Council and Directors discussed ideas regarding the strategic policy and priorities of the Council for the remainder of 2014. The Council priorities for the remainder of 2014 are:

- * Establish safety emphasis zones for the perception of citizen safety.
- * Explore the implementation of the Transportation Benefit District.
- * Establish priorities for the 2015 - 2016 Biennial Budget.
- * Create strategic innovative policies for across the board application.

The Mayor, Council and Directors discussed what the Council expects from directors during the budget process. The Council requested directors have a list of what their plans are for the next two years, list the budget request in order of priority and have the Junior City Council involved in the budgeting process.

City Attorney Heid presented the Mayor and Council with an alternative to the current Council Committee structure. He proposed the Council transition from Council Committee meetings to Council study sessions. The Mayor and Council discussed the pro's and con's of study sessions. The topic was referred to the Council Operations Committee for further review.

III. **ADJOURNMENT**

There being no further business to come before the Council, the meeting adjourned at 4:00 p.m.

APPROVED this _____ day of _____, 2014.

NANCY BACKUS, MAYOR
Clerk

Shawn Campbell, Deputy City



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers

Date:

July 30, 2014

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

City Council approve the claims vouchers.

Background Summary:

Claims voucher numbers 429843 through 430042 in the amount of \$1,395,719.52 and three wire transfers in the amount \$3,068.75 and dated August 4, 2014.

Reviewed by Council Committees:

Finance

Councilmember:**Staff:**

Coleman

Meeting Date: August 4, 2014

Item Number: CA.C



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Vouchers

Date:

July 30, 2014

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

City Council approve payroll vouchers.

Background Summary:

Payroll check numbers 534850 through 534882 in the amount of \$274,685.74 and electronic deposit transmissions in the amount of \$1,357,920.51 for a grand total of \$1,632,606.25 for the period covering July 17, 2014 to July 30, 2014.

Reviewed by Council Committees:

Finance

Councilmember:**Staff:**

Coleman

Meeting Date: August 4, 2014

Item Number: CA.D



AGENDA BILL APPROVAL FORM

Agenda Subject:

Agreement for Professional Services No. AG-C-452 with Berk Consulting

Date:

July 29, 2014

Department:

Community Development & Public Works

Attachments:

[Agreement No. AG-C-452](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council approve agreement AG-C-452.

Background Summary:

The Housing Element, is one of the required elements of a comprehensive plan and will need to be updated as part of our major update effort. As part of this update, Auburn's Comprehensive Plan needs to be consistent with the Countywide Planning Policies for both King and Pierce Counties as we are a two county jurisdiction. During 2012, when both counties updated their countywide planning policies, affordable housing was a major topic for the King County update. Rather than stay with the status quo of assigning affordable housing targets to each King County jurisdiction, Auburn along with the other South County cities challenged that line of thinking. The result was a new approach to affordable housing within King County. Jurisdictions that have significant affordable housing stock (Auburn falls into this category) are in position of maintaining that affordable housing stock rather than needing to create new affordable housing whereas an East King County jurisdiction may need to create new housing stock.

Berk Consulting will assist the City with a housing inventory, a preservation and maintenance plan, policies that focus on the condition and preservation of existing housing, and a public outreach strategy related to housing. The City team will include staff from Community Development and Community Services. The proposed budget for this agreement is \$40,000 and is budgeted in the 2014 Community Development budget.

Reviewed by Council Committees:

Finance, Public Works

Councilmember: Wales

Staff:

Snyder

Meeting Date: August 4, 2014

Item Number: CA.E

**AGREEMENT FOR PROFESSIONAL SERVICES
AG-C-452**

THIS AGREEMENT made and entered into by and between the **CITY OF AUBURN**, a Municipal Corporation in King County, Washington, hereinafter referred to as "**CITY**" and **BERK CONSULTING** whose address is 2025 First Avenue, Suite 800, Seattle, WA 98121, hereinafter referred to as "**CONSULTANT**."

In consideration of the covenants and conditions of this Agreement, the parties hereby agree as follows:

1. SCOPE OF WORK.

See Exhibit A, which is attached hereto and by this reference made a part of this Agreement.

2. TERM.

The CONSULTANT shall not begin any work under this Agreement until authorized in writing by the CITY. All work under this Agreement shall be completed by December 31, 2014 and can be amended by both parties for succeeding years.

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

3. COMPENSATION.

The total compensation for this Agreement shall not exceed \$40,000. Paid per rates are attached in the proposed budget as shown on Exhibit B, which is attached hereto and by this reference made a part of this Agreement.

The CITY agrees to pay the CONSULTANT in accordance with the proposed budget outlined in Exhibit B for work performed under this Agreement. Exhibit B is attached hereto and by this reference made a part of this Agreement. The compensation to be paid to the CONSULTANT shall not exceed \$40,000 for the year 2014. Compensation to be paid to the CONSULTANT for authorized work in succeeding years will be contingent upon availability of funds. The CONSULTANT will not undertake any work or otherwise financially obligate the CITY in excess of said not-to-exceed amount without a duly executed Addendum issued by the CITY. The total compensation for this agreement shall not exceed \$40,000.

The CONSULTANT shall be paid by the CITY for direct non-salary cost, per attached Exhibit C, at the actual cost to the CONSULTANT as outlined in the proposed budget. Exhibit C is attached hereto and by this reference made a part of this Agreement. These charges may include, but are not limited to the following items: outside reproduction fees, courier fees, subconsultant fees, and materials and supplies. The billing for non-salary cost, directly identifiable with the project, shall be submitted as an itemized listing of charges supported by copies of the original bills, invoices, expense accounts and miscellaneous supporting data retained by the CONSULTANT. Copies of the original supporting documents shall be supplied to the CITY upon request. All above charges must be necessary for the services provided under the Agreement.

In the event services are required beyond those specified in the Scope of Work, and not included in the compensation listed in this Agreement, a contract modification shall be negotiated and approved by the CITY prior to any effort being expended on such services.

4. SUBCONTRACTING.

The CITY permits subcontracts for those items of work necessary for the completion of the project. The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the CITY. No permission for subcontracting shall create, between the CITY and subcontractor, any contract or any other relationship.

Compensation for any subconsultant work is included in Section 3 of this Agreement and all reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section 3. All subcontracts shall contain all applicable provisions of this AGREEMENT.

5. RESPONSIBILITY OF CONSULTANT.

The CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all studies, analysis, designs, drawings, specifications, reports and other services performed by the CONSULTANT under this Agreement. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its plans, designs, drawings, specifications, reports and other services required. The CONSULTANT shall perform its services to conform to generally-accepted professional planning standards and the requirements of the CITY.

Any approval by the CITY under this Agreement shall not in any way relieve the CONSULTANT of responsibility for the technical accuracy and adequacy of its services. Except as otherwise provided herein, neither the CITY'S review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a

waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement to the full extent of the law.

6. INDEMNIFICATION/HOLD HARMLESS.

The CONSULTANT shall defend, indemnify and hold the CITY, its officers, officials, volunteers, and employees harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or resulting from the acts, errors or omissions of the CONSULTANT in performance of this Agreement, except for injuries or damages caused by the sole negligence of the CITY. It is further specifically and expressly understood that the indemnification provided herein constitutes the CONSULTANT'S waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7. INDEPENDENT CONTRACTOR/ASSIGNMENT.

The parties agree and understand that the CONSULTANT is an independent contractor and not the agent or employee of the CITY and that no liability shall attach to the CITY by reason of entering into this Agreement except as otherwise provided herein. The parties agree that this Agreement may not be assigned in whole or in part without the written consent of the CITY.

8. INSURANCE.

CONSULTANT shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

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

CONSULTANT shall obtain insurance of the types and in the amounts described below:

- a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles, with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury, with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. The CITY shall be included as an additional insured under the CONSULTANT'S Commercial General Liability insurance policy with respect to the work performed for the CITY using the applicable ISO Additional Insured endorsement or equivalent.
- c. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington. If the consultant is a sole proprietor, the parties agree that Industrial Insurance would be required if the CONSULTANT had employees. However, the parties agree that a

CONSULTANT who has no employees would not be required to have Worker's Compensation coverage.

- d. Professional Liability insurance appropriate to the CONSULTANT'S profession, with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability, and Commercial General Liability insurance:

- a. The CONSULTANT'S insurance coverage shall be primary insurance as respects the CITY. Any insurance, self insurance, or insurance pool coverage maintained by the CITY shall be excess of the CONSULTANT'S insurance and shall not contribute with it.
- b. The CONSULTANT'S insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice has been given to the CITY by certified mail, return receipt requested.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-VII.

The CONSULTANT shall furnish the City with certificates of insurance and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance coverage required by this section, before commencement of the work. The CITY reserves the right to require that complete, certified copies of all required insurance policies be submitted to the CITY at any time. The CITY will pay no progress payments under Section 3 until the CONSULTANT has fully complied with this section.

9. NONDISCRIMINATION.

The CONSULTANT may not discriminate regarding any services or activities to which this Agreement may apply directly or through contractual, hiring, or other arrangements on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, or where there is the presence of any sensory, mental or physical handicap.

10. OWNERSHIP OF RECORDS AND DOCUMENTS.

The CONSULTANT agrees that any and all drawings, computer discs, documents, records, books, specifications, reports, estimates, summaries and such other information and materials as the CONSULTANT may have accumulated, prepared or obtained as part of providing services under the terms of this Agreement by the CONSULTANT, shall belong to and shall remain the property of the CITY OF AUBURN. In addition, the CONSULTANT agrees to maintain all books and records relating to its operation and concerning this Agreement for a period of six (6) years following the date that this Agreement is expired or otherwise terminated. The CONSULTANT further agrees that the CITY may inspect any and all documents held by the CONSULTANT and relating to this Agreement upon good cause at any reasonable time within the six (6) year period. The CONSULTANT also agrees to provide to the CITY, at the CITY'S request, the originals of all drawings, documents, and items specified in this Section and information compiled in providing services to the CITY under the terms of this Agreement.

11. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS-PRIMARY COVERED TRANSACTIONS.

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-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or 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 antitrust statutes 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 "(b)" of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

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.

12. TERMINATION OF AGREEMENT.

This Agreement may be terminated by either party upon twenty (20) days written notice to the other party, and based upon any cause. In the event of termination due to the fault of other(s) than the CONSULTANT, the CONSULTANT shall be paid by the CITY for services performed to the date of termination.

Upon receipt of a termination notice under the above paragraph, the CONSULTANT shall (1) promptly discontinue all services affected as directed by the written notice, and (2) deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as the CONSULTANT may have accumulated, prepared or obtained in performing this Agreement, whether completed or in process.

13. GENERAL PROVISIONS.

13.1. This Agreement shall be governed by the laws, regulations and ordinances of the City of Auburn, the State of Washington, King County, and where applicable, Federal laws.

13.2. All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach hereof, except with respect to claims which have been waived, will be decided by a court of competent jurisdiction in King County, Washington. Pending final decision of a dispute hereunder, the CONSULTANT and the CITY shall proceed diligently with the performance of the services and obligations herein.

13.3. In the event that any dispute or conflict arises between the parties while this Agreement is in effect, the CONSULTANT agrees that, notwithstanding such dispute or conflict, the CONSULTANT shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities.

13.4. The CITY and the CONSULTANT respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement with respect to all covenants to this Agreement.

13.5. This Agreement represents the entire and integrated Agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations

or agreements either oral or written. This Agreement may be amended only by written instrument signed by both the CITY and the CONSULTANT.

13.6. Should it become necessary to enforce any term or obligation of this Agreement, then all costs of enforcement including reasonable attorneys fees and expenses and court costs shall be paid to the substantially prevailing party.

13.7. The CONSULTANT agrees to comply with all local, state and federal laws applicable to its performance as of the date of this Agreement.

13.8. If any provision of this Agreement is invalid or unenforceable, the remaining provisions shall remain in force and effect.

13.9. This Agreement shall be administered by Lisa Grueter on behalf of the CONSULTANT, and by the Mayor of the CITY, or designee, on behalf of the CITY. Any written notices required by the terms of this Agreement shall be served on or mailed to the following addresses:

City of Auburn
Attn: Elizabeth Chamberlain, AICP,
Planning and Design Services Manager
25 W Main Street
Auburn WA 98001
Phone: 253.931.3092
E-mail: echamberlain@auburnwa.gov

Berk Consulting
Attn: Lisa Grueter, AICP, Manager
2025 First Avenue, Suite 800
Seattle, WA 98121
Phone: 206.493.2367
E-mail: lisa@berkconsulting.com

13.10. All notices or communications permitted or required to be given under this Agreement shall be in writing and shall be delivered in person or deposited in the United States mail, postage prepaid. Any such delivery shall be deemed to have been duly given if mailed by certified mail, return receipt requested, and addressed to the address for the party set forth in 13.9 or if to such other person designated by a party to receive such notice. It is provided, however, that mailing such notices or communications by certified mail, return receipt requested is an option, not a requirement, unless specifically demanded or otherwise agreed.

Any party may change his, her, or its address by giving notice in writing, stating his, her, or its new address, to any other party, all pursuant to the procedure set forth in this section of the Agreement.

13.11. This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

CITY OF AUBURN

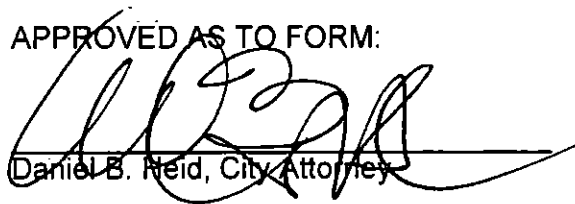
Nancy Backus, Mayor

Date _____

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Reid, City Attorney

BERK CONSULTING

BY: _____

Title: _____

Federal Tax ID # _____

EXHIBIT A
SCOPE OF WORK

Housing Element Update

Project Understanding

The City of Auburn is updating its Comprehensive Plan in accordance with the Growth Management Act (GMA) by June 30, 2015. The City has requested BERK Consulting (BERK) provide assistance with the Housing Element preparation and potentially adoption. The preparation of the Housing Element will be consistent with GMA, VISION 2040, and applicable Countywide Planning Policies for King County and Pierce County. The Housing Element will need to integrate the results of the Imagine Auburn Visioning Process and the pending Health Impact Assessment. Coordination of the Housing Element preparation with other City staff responsible for other relevant elements such as Land Use and Human Services would also be needed. Targeted outreach to Auburn's ethnically diverse community would also be appropriate in developing the Housing Element Update. Assistance with the legislative review process including the Planning Commission, Human Services Commission, and potentially the City Council is also desired. Some review would likely occur jointly such as through a joint Planning Commission/Human Services Commission meeting.

Work will begin mid August 2014. A draft Housing Element is anticipated by November 2014 to be integrated with other elements. Legislative review would occur in late 2014 and in the first half of 2015.

Scope of Services

Four project tasks are included in the scope of services:

- Task 1. Launch Project and Identify Assessment Elements
- Task 2. Housing Needs and Characteristics Assessment
- Task 3. Housing Policies
- Task 4. Targeted Public Outreach & Legislative Review

Task 1. Launch Project and Identify Assessment Elements

BERK will meet with the City's project team, that includes Community Services, at the onset to launch the project and to build a common understanding of desired project outcomes and how to best work together to ensure success. At the project launch meeting, BERK and City staff ("the team") will refine the scope of work, identify critical components of a useful assessment, and agree on preferences for project communications. The team will also identify data and other input that are critical to understanding the community's housing needs, and identify the best data source for

each. BERK will provide a draft outline for the housing needs and characteristics assessment and proposed outreach strategies for early team feedback. The team will also confirm the project schedule and legislative meetings.

Task 2. Housing Needs and Characteristics Assessment

In Task 2 BERK will collect the quantitative data identified in Task 1. The assessment must both characterize the current state of housing in the city as well as indicate how gaps may be addressed to inform policies and efforts to remedy gaps in available options and services. As part of the assessment, BERK anticipates drawing on a number of public data sources. Existing reference documents to pull from include the current Consolidated Action Plan, Annual Action Plan, and Mayor's Innovation Project Technical Assistance Grant on Housing. While information and analysis needs will be finalized at project launch (Task 1), BERK anticipates this Assessment will include the following:

- Population and demographic characteristics. Population and demographic characteristics will augment the basic demographic profile produced in the Community Vision and include population structure; family structure; housing occupancy; racial, ethnic, and linguistic attributes; rates of disability; and household economic variables including income, employment, and labor force participation, income source, and commuting patterns.
- Population trends and projected growth. The analysis will identify projected population growth within the City over the next 20 years using regional population allocation assumptions.
- Housing supply. The analysis will identify the type and location of different housing stock and other variables to assess housing affordability in the City. The analysis will include an estimate of housing supply and quality according to income group that meets the requirement of King County's Countywide Planning Policies including very low, low and moderate housing needs categories based on ratios to Area Median Income.
- Housing quality. Drawing on the categories developed in the housing supply analysis, the assessment will also indicate housing quality based on county assessor and other data sources.
- Other variables. In addition to the topics addressed above, BERK will identify additional data sources to demonstrate current community conditions on additional topics identified at project launch. These may include data related to public health, education, or others as available from other studies and initiatives such as the Health Impact Assessment.

BERK will compile the needs assessment into a City staff review draft. Consistent with the City's unique local housing conditions and role in the region, it is anticipated the needs assessment will focus on the condition and preservation and enhancement

opportunities for existing housing. BERK will meet with City staff to review the draft report, and key ideas to carry forward in the policy update.

Task 3. Housing Policies

BERK will review existing Housing Element policies and identify specific policy alternatives for addressing housing needs where there is a gap between the inventory and the future need. Policy options would reflect state and regional housing goals (such as variety, affordability, and encouraging the preservation of existing housing stock), with a focus on the condition and preservation and enhancement opportunities for existing housing.

Policy alternatives will be presented along with key issues, options, and draft policy language. The document will describe current policies, and focus on policy updates based on unique community conditions identified in the needs assessment. As appropriate, BERK will also recommend updates based on Growth Management Act goals, PSRC's Vision 2040, and Countywide Planning Policies.

Using the City's common Comprehensive Plan template and outline BERK will prepare a preliminary draft housing element. Following review by City staff BERK will make revisions and prepare a public review draft housing element. Through the legislative review process BERK will respond to comments and revise the element for public hearings and adoption.

Task 4. Targeted Public Outreach & Legislative Review

4.1 Targeted Public Outreach

In the first part of 2014, the City conducted a broad community visioning process to inform its overall Comprehensive Plan Update. To ensure that the Housing Element best reflects the needs and desires of Auburn's minority populations and protected classes, we will conduct additional targeted outreach to complement the recently established Community Vision. Outreach and engagement activities will be based on a community liaison model successfully applied in South King County and designed to reach targeted populations such as the community's Russian speakers (Slovak, Russian, and Ukrainian groups), Hispanic and Latino populations, Asian & Pacific Islander community, the Marshallese community, older residents, and other sub-populations identified by the City.

The engagement activities will be designed to build upon the Vision's expressed priority for quality of life and explore the housing and community characteristic needs of each targeted population. To build in-roads in to the non-English speaking communities, we (BERK and City team members desiring to build on-going relationships) will meet with community leaders and seek their support in reaching additional members of the communities. Based on our initial conversations, we will develop community-specific strategies to reach our targeted populations. Strategies may include providing a stipend to a community leader to "sponsor" a gathering, hiring community members to provide recruitment and interpretation services (such as the "Dynamic Language"

provider¹), or providing an in-kind service in exchange for access to a community group (such as a pastry cooking demonstration or English-Language Learning lesson/discussion group). We will be creative and opportunistic to design an engagement of mutual interest and benefit between the City and its constituencies. While the design will vary by group, the outreach activities will provide similar feedback as conventional interviews, focus groups, facilitated conversations at community events and, where possible, dialogue through ethnic media channels. The level of effort anticipated is included in the cost estimate; the type, number, and timing of the interviews and meetings and other activities will be confirmed at the kick off meeting through a discussion of outreach strategies.

Task 4.2 Legislative Review

BERK will support the City staff in the legislative review process for the Housing Element by attending meetings such as with the Planning Commission, Human Services Commission, and City Council at the City's direction. The meetings may involve joint or singular study sessions, hearings, or deliberations. BERK will attend a total of four public meetings at the City's direction.

¹ For budgeting purposes BERK has assumed the inclusion of interpreter/recruitment expenses assuming 4-6 meetings across 4 language groups.

EXHIBIT B
PROPOSED BUDGET AND FEE SCHEDULE

BERK					
	Manager	Sr Associate	Associate	Project Support	Total Hours and Estimated Cost by Task
2014 Hourly Rate	\$175	\$140	\$115	\$75	
Task 1: Launch Project and Identify Assessment Elements					
	4	4	4		
Subtotal	4	4	4	0	12 \$1,720
Task 2: Housing Needs and Characteristics Assessment					
	22	8	54	16	
Subtotal	22	8	54	16	100 \$12,380
Task 3: Housing Policies					
	22	8	32	8	
Subtotal	22	8	32	8	70 \$9,250
Task 4: Targeted Public Outreach & Legislative Review					
Targeted Outreach	8	20	40	20	
Legislative Meetings	16	8			
Subtotal	24	28	40	20	112 \$14,220
Total Estimated Hours	72	48	130	44	294
Cost (Hours*Rate)	\$12,600	\$6,720	\$14,950	\$3,300	\$37,570
Subtotal Consultant Cost \$37,570					
Interpretation and Recruitment Expenses \$2,100					
General Project Expenses @ ~1% of project budget \$300					
Estimated Project Total \$39,970					

EXHIBIT C

DIRECT NON-SALARY REIMBURSABLE EXPENSES

- Outside Reproduction Fees
- Courier Fees
- Subconsultant Fees
- Materials and Supplies
- Mileage at \$0.485/mile or the current approved IRS rate.

CONSULTANT INVOICES

CONSULTANT invoices should contain the following information:

- On CONSULTANT letterhead.
- A cover letter stating the status of each task. This should include items completed, percent completed during the billing period and completion along with funding status.
- Internal invoice number and/or sequential numeric number (i.e.: progress payment # 10).
- Invoice date.
- Period of time invoice covers.
- Consultant Agreement # (i.e.: AG-C-115).
- Project number(s) listed (i.e.: PR562).
- CITY'S project manager listed.
- The hour(s) per person broken down by task(s) (attach timesheets, spreadsheet detailing timesheets, or some other form of proof) along with type of work done (i.e.: design, right-of-way, or construction) or task order number.
- Direct salary (base salaries)
- Indirect salary (benefits)
- Direct non-salary (i.e.: mileage, reproduction fees (i.e.: printing, copying), communication fees (i.e.: telephone), supplies, computer charges, subconsultants), indirect non-salary (overhead). The CITY does not pay for CONSULTANT meals unless part of a task requires travel outside of the greater Seattle, Tacoma, and Everett area. These costs are to be broken down and backup information is to be attached to invoice. Project managers are to inform CONSULTANTS as to what is required for break down information and if backup information is to be attached. Break out the same for subconsultant charges.
- Previous and remaining base contract amounts left in each task and total contract – total authorized amount (bottom line figure). Add amendments to this base contract amount for total authorized amount.
- Percentage of work completed to date compared to total amount of work (if required by the project manager).
- Status of Management Reserve Fund (MRF) (i.e.: a certain task) until we can get an amendment in place.
- Invoices for previous year are due by January 15th.
- For grant/special funded projects there might be other special information needed, reference the LAG manual.

SAMPLE INVOICE

City of Auburn
25 West Main
Auburn WA 98001
Attn: Scott Nutter (Project Engineer)
Agency Agreement #: AG-C-010

Invoice #: 5222
Progress Payment #: 2
Invoice Date: February 10, 2002
Project Name: Thomas Nelson Farm
Project #: PR562

Engineering Services performed during the period of: January 2002

SAMPLE ENGINEERING, INC.

Personnel	Hours	Hourly Rate	Amount
Mike Jones, Principal in Charge	1	\$ 125.00	\$ 125.00
Carla Maker, Architect	5	\$ 72.00	\$ 144.00
Joe Smith, Word Processing	10	\$ 48.00	\$ 480.00
Consultant Personnel Subtotal			\$ 749.00

Expenses (see attached documentation)	Charges	Multiplier	Amount
Mike Jones, Principal in Charge	20 miles	x1.1	\$ 7.59
Carla Maker, Architect	\$ 30.00	x1.1	\$ 33.00
Joe Smith, Word Processing	\$ 29.00	x1.1	\$ 31.90
Consultant Expenses Subtotal			\$ 72.49

Consultant Total: **\$ 821.49**

SUB CONSULTANTS (see attached documentation)

Subconsultant	Hours	Hourly Rate	Amount
ABC Environmental, Inc., Civil Engineer	10	\$ 100.00	\$ 1,000.00
Electrical Consulting, Electrical Engineer	5	\$ 100.00	500.00
Mechanical Solutions, Mechanical Engineer	10	\$ 100.00	MRF 1,000.00
Moving Company, Moving Consultant	2	\$ 50.00	100.00
Subconsultant Subtotal			\$ 2,600.00
Subtotal x 1.1 Multiplier			\$ 2,860.00

Subconsultant Total: **\$ 2,860.00**

TOTAL DUE THIS INVOICE **\$ 3,681.49**

CONTRACT BREAKDOWN

Task	Amount Authorized	Prior Invoiced	This Invoice	Total Invoiced To Date	% Expended	% Completed	Amount Remaining
Original Contract	\$ 22,000.00	\$ 1,025.00	\$ 2,681.49	\$ 3,706.49	20%	25%	\$ 18,293.51
MRF*	2,500.00	0.00	1,000.00	1,000.00	40%	45%	1,500.00
TOTAL	\$ 24,500.00	\$ 1,025.00	\$ 3,681.49	\$ 4,706.49			\$ 19,793.51

Note: MRF=Management Reserve Fund

* Received a written authorization of MRF on 1/10/01 for Mechanical Engineer task in the amount of \$2,000.00.

Consultant Invoices
Agreement No. AG-C-452
Page 2 of 2



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. C201A

Date:

July 30, 2014

Department:

Public Works

Attachments:

[Budget Status Sheet](#)

[Final Pay Estimate](#)

[Vicinity Map](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council approve Final Pay Estimate No. 25 to Contract No. 11-01 in the amount of \$57,974.43 and accept construction of Project No. C201A M Street SE Grade Separation (Underpass).

Background Summary:

The M Street SE Grade Separation (Underpass) project lowered and widened M Street SE from 3rd Street SE to 8th Street SE and created a grade separated crossing at the BNSF railroad tracks with sidewalks, bicycle lanes, 5-lanes, and street lighting.

A project budget contingency of \$0 remains in the 102 Fund.

Reviewed by Council Committees:

Public Works

Councilmember: Osborne

Staff: Snyder

Meeting Date: August 4, 2014

Item Number: CA.F

BUDGET STATUS SHEET

AUBURN - M Street SE

Project No: C201A	Project Title: M Street SE Underpass Project
-------------------	--

Project Manager: Ryan Vondrak

Date: July 28, 2014

Initiation Date: February 24, 2003
 Advertisement Date: December 8, 2011
 Award Date: January 6, 2012

- ☐ Permission to Advertise
- ☐ Project Update
- ☐ Contract Award
- ☐ Change Order Approval
- ☒ Contract Final Acceptance

Funds Budgeted (Funds Available)

Funding	Prior Years	2011(Actual)	2012 (Actual)	2013 (Actual)	2014	Total
102 Fund - Traffic Impact Fees	2,195,160	933,100	897,584	116,061	991	4,142,896
102 Fund - Unrestricted Street Revenue			150,000			150,000
102 Fund - Traffic Mitigation Fees	660,000					660,000
REET2	169,420	970,580				1,140,000
430 Water Fund			150,000			150,000
Federal Grants	419,792	452,580				872,372
FMSIB Grant (State)			5,296,864	693,136		5,990,000
TIB Grant			1,648,866	961,081	10,973	2,620,920
King County	180,139	54,940	840,891	39,572		1,115,543
Ports of Seattle and Tacoma			1,157,100	385,700		1,542,800
BNSF				478,000		478,000
Public Works Trust Fund Loan				3,229,427	124,291	3,353,718
Total Funding	3,624,511	2,411,200	10,141,306	5,902,977	136,255	22,216,249

Estimated Cost (Funds Needed)*

Activity	Prior Years	2011(Actual)	2012 (Actual)	2013 (Actual)	2014	Total
Subtotal Design Costs	2,276,398	398,317	14,209			2,688,924

* Costs do not include the Auburn Black Diamond Road By-Pass Road

Estimated Cost (Funds Needed)*

Activity	Prior Years (Actual)	2011(Actual)	2012 (Actual)	2013 (Actual)	2014	Total
Right-of-Way Phase (Acquisition and Relocation):						
Subtotal Right of Way Costs	1,348,113	2,010,595	(265)			3,358,443
Construction Phase:						
Construction Contract Bid			7,668,242	3,610,301		11,278,544
Change Order #1			30,739			30,739
Change Order #2				33,566		33,566
Change Order #3				66,803		66,803
Change Order #4				(3,597)		(3,597)
Change Order #5				41,718		41,718
**Change Order #7				95,081		95,081
Change Order #8				49,960		49,960
Change Order #9				291,121		291,121
Line Item Changes				107,692	73,785	181,478
BNSF Construction Work			871,976	732,775	7,335	1,612,086
Construction Engineering (Consultant)			1,452,564	691,288		2,143,852
Construction Engineering (City)		2,287	103,840	186,268	55,134	347,530
Subtotal Construction Costs		2,287	10,127,361	5,902,977	136,254	16,168,881
PROJECT TOTAL ESTIMATED COSTS	3,624,511	2,411,200	10,141,306	5,902,977	136,254	22,216,248

* Costs do not include the Auburn Black Diamond Road By-Pass Road

**Change Order No. 6 was a zero dollar change order

102 Arterial Street Budget Status

	Prior Years	2011(Actual)	2012 (Actual)	2013 (Actual)	2014	Total
** 102 Funds Budgeted or Anticipated ()	(3,624,511)	(2,411,200)	(9,991,306)	(5,902,977)	(136,255)	(22,066,249)
102 Funds Needed	3,624,511	2,411,200	9,991,306	5,902,977		22,066,249
102 Project Contingency			(0)		(0)	(0)
102 Funds Required	0					

430 Water Budget Status

	Prior Years	2011(Actual)	2012 (Actual)	2013 (Actual)	2014	Total
** 430 Funds Budgeted or Anticipated ()			(150,000)			(150,000)
430 Funds Needed			150,000			150,000
430 Project Contingency						
430 Funds Required						0

** (#) in the Budget Status Sections indicates Money the City has available.

CITY OF AUBURN
C201A

CO. NO. 11-01
M Street SE Grade Separation

OK
JWH
7/23/14

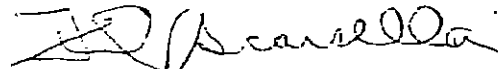
PAY ESTIMATE #25 & FINAL

CONTRACTOR:
Scarsella Brothers, Inc.
PO Box 68697
Seattle, WA 98168
Phone: 253-872-7173

The undersigned have reviewed and approved this pay estimate for this period. All quantities shown for this estimate period are believed to be true but are only considered estimated quantities. The owner and contractor shall not be responsible for any errors or omission in this pay estimate. Any adjustment to quantities shall be made in the following pay estimate or during the closure to this project.

PAYMENT DUE TO CONTRACTOR = \$ 57,974.43

Signatures:



Contractor

SCARSELLA BROS. INC.

Date

7-24-14

Inspector

Date

Resident Engineer

Date

Project Manager

Date

PAY ESTIMATE #25 & FINAL

	Original Contract Amount	Contract Change Orders	Total Payment	This Period	Percent/Contract
SCHEDULE A: Street Improvements					
Contract	\$ 10,622,558.28	\$ 605,391.23	\$ 11,440,147.30	\$ 61,025.72	101.89%
NO TAX					
Retainage (-5%)			\$ (572,007.38)	\$ (3,051.29)	
SCHEDULE TOTAL	\$ 10,622,558.28	\$ 605,391.23	\$ 10,868,139.94	\$ 57,974.43	
SCHEDULE B: King County Sanitary Sewer Utility Improvements					
Contract	\$ 504,306.45	\$ -	\$ 481,284.72	\$ -	95%
Sales Tax (+9.5%)	\$ 47,909.11	\$ -	\$ 45,722.05	\$ -	
Retainage (-5%)			\$ (24,064.24)	\$ -	
SCHEDULE TOTAL	\$ 552,215.56	\$ -	\$ 502,942.53	\$ -	
SCHEDULE C: City of Auburn Sanitary Sewer Improvements					
Contract	\$ 94,766.90	\$ -	\$ 92,519.93	\$ -	98%
Sales Tax (+9.5%)	\$ 9,002.86	\$ -	\$ 8,789.39	\$ -	
Retainage (-5%)			\$ (4,626.00)	\$ -	
SCHEDULE TOTAL	\$ 103,769.76	\$ -	\$ 96,683.32	\$ -	
TOTAL CONTRACT AMOUNT TO DATE (including Sales Tax Sch. B & C)			\$ 12,068,463.38		101.55%
TOTAL PAYMENT TO CONTRACTOR			\$ 11,467,765.78	\$ 57,974.43	
PAYMENT DUE CONTRACTOR:				\$ 57,974.43	

Period Dates
Begin: May 21, 2014
End: June 20, 2014

CITY OF AUBURN
C201A
PAY ESTIMATE #25 & FINAL

CO. NO. 11-01
M Street SE Grade Separation
SCHEDULE A: Street Improvements

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
1	Minor Changes	1	1.75	46795.57	Eq. Adj.	\$ 150,000.00	\$ 263,068.88	\$ 46,795.57	175.4%
2	Limited Contractor Surveying	1	1		LS	\$ 30,000.00	\$ 30,000.00	\$ -	100.0%
3	SPCC Plan	1	1		LS	\$ 2,500.00	\$ 2,500.00	\$ -	100.0%
4	Utility Potholing	30	56		EA	\$ 500.00	\$ 28,000.00	\$ -	186.7%
5	Type B Progress Schedule	1	1		LS	\$ 5,000.00	\$ 5,000.00	\$ -	100.0%
6	Mobilization	1	1		LS	\$ 1,060,000.00	\$ 1,060,000.00	\$ -	100.0%
7	Construction Site Sign(s)	2	2		EA	\$ 1,000.00	\$ 2,000.00	\$ -	100.0%
8	Traffic Control Supervisor	1	1	0.03	LS	\$ 25,000.00	\$ 25,000.00	\$ 750.00	100.0%
9	Traffic Control Labor (Min. Bid \$35.00 per hour)	7000	1661		HR	\$ 35.00	\$ 58,135.00	\$ -	23.7%
10	Construction Signs Class A	500	521.5		SF	\$ 18.00	\$ 9,387.00	\$ -	104.3%
11	Sequential Arrow Sign	90	25		DAY	\$ 50.00	\$ 1,300.00	\$ -	28.9%
12	Portable Changeable Message Sign	1100	1725		DAY	\$ 75.00	\$ 129,375.00	\$ -	156.8%
13	Outside Agency Uniformed Police Flagging Labor	1	0.00		Eq. Adj.	\$ 10,000.00	\$ -	\$ -	0.0%
14	Clearing and Grubbing	1	1		LS	\$ 10,000.00	\$ 10,000.00	\$ -	100.0%
15	Roadside Cleanup	1	0.12		Eq. Adj.	\$ 15,000.00	\$ 1,840.53	\$ -	12.3%
16	Removal of Structures and Obstructions	1	1		LS	\$ 25,000.00	\$ 25,000.00	\$ -	100.0%
17	Removal of Fence	1806	1054		LF	\$ 3.00	\$ 3,162.00	\$ -	58.4%
18	Removal of Steel Casing	70	110		LF	\$ 10.00	\$ 1,100.00	\$ -	157.1%
19	Removal of Catch Basin or Storm Manhole	18	28		EA	\$ 300.00	\$ 8,400.00	\$ -	155.6%
20	Removal of Storm Drain Pipe	1400	1400		LF	\$ 6.00	\$ 8,400.00	\$ -	100.0%
21	Removal of Hydrant	8	8		EA	\$ 600.00	\$ 4,800.00	\$ -	100.0%
22	Removal of Water Meter	21	14		EA	\$ 200.00	\$ 2,800.00	\$ -	66.7%
23	Removal of Water Line	2359	2359		LF	\$ 6.00	\$ 14,154.00	\$ -	100.0%
24	Roadway Excavation Including Haul	41424	40454.9		CY	\$ 6.80	\$ 275,093.32	\$ -	97.7%
24 - CO#1	Roadway Excavation Including Haul	900	900		CY	\$ 6.80	\$ 6,120.00	\$ -	100.0%
24 - CO#3	Roadway Excavation Including Haul	1000	1000		CY	\$ 6.80	\$ 6,800.00	\$ -	100.0%
25	Pond Excavation Including Haul	1900	1900		CY	\$ 6.80	\$ 12,920.00	\$ -	100.0%
26	Embankment Fill - Railroad	1380	2467.84		TON	\$ 12.35	\$ 30,477.82	\$ -	178.8%
27	Unstable Foundation Excavation Including Haul	1000	0		CY	\$ 6.80	\$ -	\$ -	0.0%
28	Removal of Contaminated Soil	1	20.35		Eq. Adj.	\$ 10,000.00	\$ 203,462.47	\$ -	2034.6%
29	Subgrade Preparation	14100	14100		SY	\$ 0.50	\$ 7,050.00	\$ -	100.0%
30	Temporary Shoring Wall	1	1		LS	\$ 230,000.00	\$ 230,000.00	\$ -	100.0%
31	Shoring or Extra Excavation Class A	1	1		LS	\$ 155,000.00	\$ 155,000.00	\$ -	100.0%
32	Shoring or Extra Excavation Class B	45426	41536		SF	\$ 0.30	\$ 12,460.80	\$ -	91.4%
32 - CO#4	Shoring or Extra Excavation Class B	-736.25	0	736.25	SF	\$ 0.30	\$ -	\$ 220.88	0.0%
33	Shoring or Extra Excavation Class B for Pump Station	500	500		SF	\$ 40.00	\$ 20,000.00	\$ -	100.0%
34	Grave Backfill for Walls	1812	1812		CY	\$ 25.75	\$ 46,859.00	\$ -	100.0%
35	Construction Geotextile for Underground Drainage	1367	160		SY	\$ 3.00	\$ 480.00	\$ -	11.7%
35 - CO#4	Construction Geotextile for Underground Drainage	183.33	183.33		SY	\$ 3.00	\$ 549.99	\$ -	100.0%
36	Construction Geotextile for Permanent Erosion Control	221	0		SY	\$ 3.00	\$ -	\$ -	0.0%
37	Crushed Surfacing Top Course	560	1553.82		TON	\$ 26.50	\$ 41,176.23	\$ -	277.5%
38	Crushed Surfacing Base Course	7382	9636.4		TON	\$ 15.00	\$ 145,476.00	\$ -	131.4%
38 - CO#4	Crushed Surfacing Base Course	30.99	30.99		TON	\$ 15.00	\$ 464.85	\$ -	100.0%
39	Gravel Backfill for Walls	3887	3125.16		TON	\$ 15.00	\$ 45,877.40	\$ -	80.4%
40	HMA CI, 1/2-INCH PG 64-22	3585	4057.64		TON	\$ 75.00	\$ 304,323.00	\$ -	113.2%

SCHEDULE TOTAL \$ 47,766.45

Period Dates
Begin: May 21, 2014
End: June 20, 2014

CITY OF AUBURN
C201A
PAY ESTIMATE #25 & FINAL

CO. NO. 11-01
M Street SE Grade Separation
SCHEDULE A: Street Improvements

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
41	HMA CL 1-INCH PG 64-22	4720	4264.16		TON	\$ 71.00	\$ 302,755.36	\$ -	90.3%
42	Asphalt Cold Patch	50	24.75		TON	\$ 200.00	\$ 4,950.00	\$ -	49.5%
43	Commercial HMA	300	408.15		TON	\$ 110.00	\$ 44,896.50	\$ -	136.1%
44	Planing Buminous Pavement	2108	1580		SY	\$ 3.50	\$ 5,530.00	\$ -	75.0%
45	Temporary Pavement Patching	1670	2856.79		SY	\$ 12.00	\$ 34,281.48	\$ -	171.1%
46	Job Mix Compliance Price Adjustment	1	0		CALC	\$ (1.00)	\$ -	\$ -	0.0%
47	Compaction Price Adjustment	1	0		CALC	\$ (1.00)	\$ -	\$ -	0.0%
48	Concrete Class 4000 for Bridge Abutments	100	100		CY	\$ 845.00	\$ 84,500.00	\$ -	100.0%
49	St. Reinf. Bar for Bridge Abutments	26800	26800		LB	\$ 1.10	\$ 29,480.00	\$ -	100.0%
50	Precast Retaining Wall Cap	925	925		LF	\$ 67.00	\$ 61,975.00	\$ -	100.0%
51	Minor Wall Precast Retaining Wall Cap	67	67		LF	\$ 90.50	\$ 6,063.50	\$ -	100.0%
52	Furnish and Install Bridge Superstructures	1	1		LS	\$ 1,905,000.00	\$ 1,905,000.00	\$ -	100.0%
53	Fixed Timber Bollard	10	14		EA	\$ 350.00	\$ 4,900.00	\$ -	140.0%
54	Single Slope Concrete Barrier	616	616		LF	\$ 77.50	\$ 47,740.00	\$ -	100.0%
55	Conc. Class 4000 for Concrete Barrier Wall	88	88		CY	\$ 525.00	\$ 46,200.00	\$ -	100.0%
56	St. Reinf. Bar for Barrier Wall	13100	13100		LB	\$ 1.10	\$ 14,410.00	\$ -	100.0%
57	Conc. Class 4000 for Retaining Wall	385	385		CY	\$ 415.00	\$ 159,775.00	\$ -	100.0%
58	St. Reinf. Bar for Retaining Wall	26600	26600		LB	\$ 1.10	\$ 29,260.00	\$ -	100.0%
59	Modular Block Wall	1932	2345		SF	\$ 22.00	\$ 51,590.00	\$ -	121.4%
60	Modular Block Gravity Wall	995	949		SF	\$ 22.00	\$ 20,878.00	\$ -	95.4%
61	Prefabricated Drainage Mat for Soil Nail Walls	430	491.4		SY	\$ 8.00	\$ 3,931.20	\$ -	114.3%
61 - CO#3	Prefabricated Drainage Mat for Soil Nail Walls	7.9	0		SY	\$ 8.00	\$ -	\$ -	0.0%
62	Soil Nail - Epoxy Coated	115	117		EA	\$ 800.00	\$ 93,600.00	\$ -	100.9%
63	Soil Nail - Encapsulated	300	300		EA	\$ 1,650.00	\$ 495,000.00	\$ -	100.0%
63 - CO#3	Soil Nail - Encapsulated	11	11		EA	\$ 1,650.00	\$ 18,150.00	\$ -	100.0%
64	Soil Nail Verification Test	7	6.5		EA	\$ 2,000.00	\$ 13,000.00	\$ -	92.9%
65	Soil Nail Proof Test	25	23		EA	\$ 300.00	\$ 6,900.00	\$ -	92.0%
66	Vertical Nails	4535	5668.75		SF	\$ 10.00	\$ 56,687.50	\$ -	125.0%
66 - CO#1	Vertical Nails	1325	0		SF	\$ 10.00	\$ -	\$ -	0.0%
66A - CO#1	Vertical Nails	224	343.45		SF	\$ 26.05	\$ 8,946.87	\$ -	153.3%
66A - CO#3	Vertical Nails	739	0		SF	\$ 26.05	\$ -	\$ -	0.0%
67	Concrete Fascia Panel for Soil Nail Wall	9620	9620		SF	\$ 35.00	\$ 336,700.00	\$ -	100.0%
68	Shaft - 36" Diameter for Bridge	1100	1100		LF	\$ 160.00	\$ 176,000.00	\$ -	100.0%
68	Furnishing Soldier Pile for Bridge - W14x159	1130	1130		LF	\$ 153.00	\$ 172,890.00	\$ -	100.0%
70	Removing Soldier Pile Shaft Obstructions	1	0.79		Eq. Adj.	\$ 60,000.00	\$ 47,295.71	\$ -	78.8%
71	Bridge Shaft Confirmatory Core Hole	220	147.2		LF	\$ 15.00	\$ 2,208.00	\$ -	66.9%
72	Shaft - 24" Diameter	1316	465.1		LF	\$ 80.00	\$ 37,208.00	\$ -	35.3%
72 - CO#2	Shaft - 24" Diameter	777	0		LF	\$ 80.00	\$ -	\$ -	0.0%
72A - CO#2	Shaft - 30" Diameter	777	768		LF	\$ 123.20	\$ 94,617.60	\$ -	98.9%
73	Furnishing Soldier Pile - W12x53	777	780		LF	\$ 78.00	\$ 59,280.00	\$ -	100.4%
74	Furnishing Soldier Pile - W12x170	505	504.3		LF	\$ 125.00	\$ 63,037.50	\$ -	99.9%
75	Lagging	4235	4530.08		SF	\$ 12.00	\$ 54,360.96	\$ -	107.0%
76	Prefabricated Drainage Mat for Soldier Pile Walls	230	230		SY	\$ 10.00	\$ 2,300.00	\$ -	100.0%
77	Concrete Fascia Panel for Soldier Pile Wall	3470	3470		SF	\$ 58.00	\$ 201,260.00	\$ -	100.0%
78	Permanent Ground Anchor for Bridge Abutments	20	20		EA	\$ 2,500.00	\$ 50,000.00	\$ -	100.0%
79	Permanent Ground Anchor Performance Test for Bridge Abutments	3	3		EA	\$ 800.00	\$ 2,400.00	\$ -	100.0%
80	Permanent Ground Anchor Verification Test for Bridge Abutments	1	1		LS	\$ 4,000.00	\$ 4,000.00	\$ -	100.0%

SCHEDULE TOTAL \$ 47,766.45

Period Dates
Begin: May 21, 2014
End: June 20, 2014

CITY OF AUBURN
C201A
PAY ESTIMATE #25 & FINAL

CO. NO. 11-01
M Street SE Grade Separation
SCHEDULE A: Street Improvements

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
81	Permanent Ground Anchor	39	39		EA	\$ 2,500.00	\$ 97,500.00	\$ -	100.0%
82	Permanent Ground Anchor Performance Test	3	3		EA	\$ 800.00	\$ 2,400.00	\$ -	100.0%
83	Permanent Ground Anchor Verification Test	1	1		LS	\$ 4,000.00	\$ 4,000.00	\$ -	100.0%
84	Shotcrete Facing	9710	9710		SF	\$ 15.00	\$ 145,650.00	\$ -	100.0%
A4 - CO#3	Shotcrete Facing	120	120		SF	\$ 15.00	\$ 1,800.00	\$ -	100.0%
85	SR18 Bridge Settlement/Displacement Monitoring	1	1		LS	\$ 15,000.00	\$ 15,000.00	\$ -	100.0%
86	Settlement/Displacement Monitoring at Railroad Bridges	1	1		LS	\$ 15,000.00	\$ 15,000.00	\$ -	100.0%
87	PVC Underdrain Pipe - 4-inch Diam.	510	749		LF	\$ 12.25	\$ 9,175.25	\$ -	146.9%
88	PVC Underdrain Pipe - 6-inch Diam.	587	1060		LF	\$ 14.00	\$ 15,120.00	\$ -	109.4%
89	PVC Drain Pipe - 4-inch Diam.	232	36		LF	\$ 11.05	\$ 397.80	\$ -	15.5%
90	PVC Drain Pipe - 6-inch Diam.	796	637		LF	\$ 17.30	\$ 11,020.10	\$ -	80.0%
91	Wall Drain Cleanout	35	35		EA	\$ 275.00	\$ 9,625.00	\$ -	100.0%
92	Yard Drain	8	8		EA	\$ 600.00	\$ 4,800.00	\$ -	100.0%
93	Gravel Backfill for Drain	181	153.26		CY	\$ 25.75	\$ 3,946.45	\$ -	84.7%
93 - CO#4	Gravel Backfill for Drain	37.5	37.5		CY	\$ 25.75	\$ 965.63	\$ -	100.0%
94	Solid Wall Polyvinyl Chloride (PVC) Storm Pipe, SDR-35, 8 inch Diam.	130	104		LF	\$ 22.65	\$ 2,376.40	\$ -	80.0%
95	Solid Wall Polyvinyl Chloride (PVC) Storm Pipe, SDR-35, 12 inch Diam.	1318	1287		LF	\$ 28.15	\$ 36,229.05	\$ -	97.6%
96	Solid Wall Polyvinyl Chloride (PVC) Storm Pipe, SDR-35, 18 inch Diam.	1865	1837		LF	\$ 43.20	\$ 79,358.40	\$ -	98.5%
96 - CO#4	Solid Wall Polyvinyl Chloride (PVC) Storm Pipe, SDR-35, 18 inch Diam.	-28	0	28	LF	\$ 43.20	\$ -	\$ 1,209.60	0.0%
97	Ductile Iron Pipe, Special Class 52, Storm Pipe, 8 inch Diam.	246	245		LF	\$ 54.70	\$ 13,401.50	\$ -	99.6%
98	Ductile Iron Pipe, Special Class 52, Storm Pipe, 10 inch Diam.	80	80		LF	\$ 68.00	\$ 5,440.00	\$ -	100.0%
99	Ductile Iron Pipe, Special Class 52, Storm Pipe, 12 inch Diam.	329	317		LF	\$ 80.10	\$ 25,391.70	\$ -	96.6%
100	Ductile Iron Pipe, Special Class 52, Storm Pipe, 18 inch Diam.	90	90		LF	\$ 125.00	\$ 11,250.00	\$ -	100.0%
101	Reinforced Concrete Storm Sewer Pipe, Cl. V, 18 inch Diam.	138	43		LF	\$ 60.50	\$ 2,601.50	\$ -	31.2%
101 - CO#4	Reinforced Concrete Storm Sewer Pipe, Cl. V, 18 inch Diam.	-95	0	95	LF	\$ 60.50	\$ -	\$ 5,747.50	0.0%
102	Storm Sewer Television Inspection	4473	4445		LF	\$ 2.25	\$ 10,001.25	\$ -	99.4%
102 - CO#4	Storm Sewer Television Inspection	-123	0	123	LF	\$ 2.25	\$ -	\$ 276.75	0.0%
103	Storm Manhole Type 1, 48 inch Diam.	8	9		EA	\$ 2,350.00	\$ 21,150.00	\$ -	112.5%
104	Storm Manhole Type 1, 54 inch Diam.	2	2		EA	\$ 2,800.00	\$ 5,600.00	\$ -	100.0%
105	Storm Manhole Type 3, 48 inch Diam.	11	11		EA	\$ 2,275.00	\$ 25,025.00	\$ -	100.0%
106	Storm Manhole Type 3, 60 inch Diam.	1	2		EA	\$ 3,315.00	\$ 6,630.00	\$ -	200.0%
107	Watertight Manhole Frame and Straps	2	2		EA	\$ 750.00	\$ 1,500.00	\$ -	100.0%
108	Catch Basin Type 1	34	39		EA	\$ 1,180.00	\$ 46,020.00	\$ -	114.7%
109	Catch Basin Type 2, 48 inch Diam.	1	2		EA	\$ 2,260.00	\$ 4,520.00	\$ -	200.0%
109 - CO#4	Catch Basin Type 2, 48 inch Diam.	-1	0	1	EA	\$ 2,260.00	\$ -	\$ 2,260.00	0.0%
110	Catch Basin Type 2, 54 inch Diam.	1	1		EA	\$ 2,560.00	\$ 2,560.00	\$ -	100.0%
111	Catch Basin Type 2, 60 inch Diam with Flow Restrictor	1	1		EA	\$ 5,800.00	\$ 5,800.00	\$ -	100.0%
112	Pond Overflow Structure	1	1		EA	\$ 6,400.00	\$ 6,400.00	\$ -	100.0%
113	Splash Basin	2	2		EA	\$ 800.00	\$ 1,600.00	\$ -	100.0%
114	Combination Inlet	7	7		EA	\$ 1,180.00	\$ 8,260.00	\$ -	100.0%
115	Sidewalk Catch Basin	4	4		EA	\$ 1,425.00	\$ 5,700.00	\$ -	100.0%
116	Adjust Catch Basin	5	4		EA	\$ 350.00	\$ 1,400.00	\$ -	80.0%
117	Connect to Existing Manhole	1	2		EA	\$ 1,500.00	\$ 3,000.00	\$ -	200.0%
118	CSTC for Select Trench Backfill and Pipe Bedding	4370	4116.25		TON	\$ 12.80	\$ 52,688.00	\$ -	94.2%
119	Gravel Borrow for Trench Backfill	7262	31.4		TON	\$ 0.01	\$ 0.31	\$ -	0.4%
119 - CO#4	Gravel Borrow for Trench Backfill	-7	0	7	TON	\$ 0.01	\$ -	\$ 0.07	0.0%
120	Permeable Ballast for Pipe Foundation	59	0		TON	\$ 35.50	\$ -	\$ -	0.0%

SCHEDULE TOTAL \$ 57,260.37

Period Dates
Begin: May 21, 2014
End: June 20, 2014

CO. NO. 11-01
M Street SE Grade Separation
SCHEDULE A: Street Improvements

SCHEDULE TOTAL \$ 57,260.37

CA.F

CITY OF AUBURN
C201A
PAY ESTIMATE #25 & FINAL

CO. NO. 11-01
M Street SE Grade Separation
SCHEDULE A: Street Improvements

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
161	PSIPE Berberis thunbergii 'Crimson Pygmy' (Atropurpurea nana) (Crimson Pygmy Dwarf Barberry) 12" (Inch) Height or Spread, 3 Canes	17	0		EA	\$ 8.00	\$ -	\$ -	0.0%
162	PSIPE Arctostaphylos UVA-URSI (Kinnikinnik - Bearberry) #SP4	656	210		EA	\$ 8.00	\$ 1,260.00	\$ -	32.0%
163	Property Restoration	1	1.47		Eq. Adj.	\$ 25,000.00	\$ 36,691.04	\$ -	146.6%
164	Tree Frame and Grate	15	15		EA	\$ 1,500.00	\$ 22,500.00	\$ -	93.6%
165	Cement Conc. Traffic Curb	110	100		LF	\$ 21.30	\$ 2,130.00	\$ -	90.9%
166	Cement Conc. Traffic Curb and Gutter	3755	3755		LF	\$ 10.45	\$ 39,657.75	\$ -	101.1%
167	Extruded Cement Concrete Curb Type 6	93	96		LF	\$ 11.50	\$ 1,104.00	\$ -	103.2%
168	Precast Concrete Dual-Faced Sloped Mountable Curb	307	300		LF	\$ 19.75	\$ 5,925.00	\$ -	97.7%
169	Dewatering System	1	0.00		Eq. Adj.	\$ 50,000.00	\$ -	\$ -	0.0%
170	Residential Driveway Apron	226	94.9		SY	\$ 30.35	\$ 2,880.22	\$ -	41.6%
171	Industrial and Commercial Driveway Apron	309	425.1		SY	\$ 37.60	\$ 15,983.76	\$ -	137.6%
172	Raised Pavement Marker Type 2	120	215		EA	\$ 3.95	\$ 849.25	\$ -	179.2%
173	Coated Chain Link Fence Type 1	980	0		LF	\$ 30.00	\$ -	\$ -	0.0%
174	Coated Chain Link Fence Type 3	72	1053		LF	\$ 30.00	\$ 31,590.00	\$ -	1462.5%
175	Coated Chain Link Fence With Top Rail Type 1	460	463		LF	\$ 32.00	\$ 14,816.00	\$ -	100.7%
176	Coated Chain Link Fence With Top Rail Type 2	582	573.2		LF	\$ 27.00	\$ 15,476.40	\$ -	98.5%
177	Coated Chain Link Fence, Retaining Wall Fencing - Type 1	600	807.5		LF	\$ 30.00	\$ 24,225.00	\$ -	100.9%
178	Coated Chain Link Fence, Retaining Wall Fencing - Type 2	110	121.5		LF	\$ 28.00	\$ 3,402.00	\$ -	110.5%
179	Coated Chain Link Fence, Retaining Wall Fencing - Type 3	700	706		LF	\$ 30.00	\$ 21,180.00	\$ -	100.9%
180	Coated End, Gate, Corner, and Pull Post for Chain Link Fence	80	80		EA	\$ 100.00	\$ 8,000.00	\$ -	100.0%
181	Double 20 Ft. Coated Chain Link Gate	1	1		EA	\$ 1,000.00	\$ 1,000.00	\$ -	100.0%
182	Monument Type B (Modified)	5	5		EA	\$ 400.00	\$ 2,000.00	\$ -	100.0%
183	Cement Concrete Sidewalk	4039	3429.1		SY	\$ 22.05	\$ 75,611.66	\$ -	84.9%
184	Cement Concrete Walkway	10	44.8		CY	\$ 1,100.00	\$ 49,390.00	\$ -	449.0%
185	Thickened Edge at Back of Sidewalk	45	28		LF	\$ 32.55	\$ 911.40	\$ -	62.2%
186	Quarry Spalls	210	64.17		TON	\$ 25.00	\$ 1,604.25	\$ -	30.6%
187	Semi-Open Conc. Masonry Slope Protection	300	234.6		SY	\$ 80.00	\$ 18,768.00	\$ -	78.2%
188	Type I Mailbox Support	2	2		EA	\$ 350.00	\$ 700.00	\$ -	100.0%
189	Relocate Type IV N.D.C.B.U. (mailboxes)	1	1		EA	\$ 1,500.00	\$ 1,500.00	\$ -	100.0%
190	Illumination System Complete	1	1	0.0099	LS	\$ 121,000.00	\$ 121,000.00	\$ 1,185.80	100.0%
191	Traffic Signal System Complete	1	1		LS	\$ 160,000.00	\$ 160,000.00	\$ -	100.0%
192	Signal Interconnect System Complete	1	0.9501		LS	\$ 41,000.00	\$ 38,954.10	\$ -	95.0%
193	Permanent Signing	1	1	0.05	LS	\$ 10,500.00	\$ 10,500.00	\$ 525.00	100.0%
194	Relocate Permanent Traffic Sign and Post	1	0		EA	\$ 200.00	\$ -	\$ -	0.0%
195	Paint Line	6449	6719		LF	\$ 0.34	\$ 2,284.46	\$ -	104.2%
196	Wide Paint Line	2442	2563		LF	\$ 0.40	\$ 1,025.20	\$ -	105.0%
197	Plastic Crosswalk Stripe and Stop Bar (24" wide)	500	475		LF	\$ 6.30	\$ 2,992.50	\$ -	95.0%
198	Plastic Traffic Arrow	12	13		EA	\$ 81.50	\$ 1,059.50	\$ -	108.3%
199	Plastic Traffic Letter	8	8		EA	\$ 40.00	\$ 320.00	\$ -	100.0%
200	Painted Bicycle Lane Marking	13	9		EA	\$ 47.50	\$ 427.50	\$ -	69.2%

SCHEDULE TOTAL \$ 56,871.17

Period Dates
Begin: May 21, 2014
End: June 20, 2014

CITY OF AUBURN
C201A
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CO. NO. 11-01
M Street SE Grade Separation
SCHEDULE A: Street Improvements

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
201	Bicycle Detection Marker	1	1	1	EA	\$ 120.00	\$ 120.00	\$ 120.00	100.0%
202	Temporary Pavement Markings	7800	2733		LF	\$ 0.03	\$ 81.99	\$ -	35.0%
203	Pedestrian Handrail	24	100.9		LF	\$ 150.00	\$ 15,135.00	\$ -	420.4%
204	Stormwater Pump Station Complete	1	1		LS	\$ 332,500.00	\$ 332,500.00	\$ -	100.0%
205	Standpipe Piezometer Decommissioning	1	1		LS	\$ 1,800.00	\$ 1,800.00	\$ -	100.0%
206	Bike Rack	6	6		EA	\$ 500.00	\$ 3,000.00	\$ -	100.0%
207	Bench	2	2		EA	\$ 3,150.00	\$ 6,300.00	\$ -	100.0%
208	Precast Full Bench Block	6	6		EA	\$ 250.00	\$ 2,000.00	\$ -	100.0%

SCHEDULE TOTAL \$ 59,091.17

Change Orders

CO #1	Add vertical soil nails to Wall LU6 (First added on PE #8)								
66	Vertical Nails (Item shown under original bid item)								
CO1-66A	Vertical Nails (Item shown under original bid item)								
24	Roadway Excavation Including Haul (Item shown under original bid item)								
CO1-4	De-Mob and Re-Mob LU6	1	1		LS	\$ 5,533.65	\$ 5,533.65	\$ -	100.0%
CO #2	Add Shaft - 30" Diameter (First added on PE #11)								
72	Shaft - 24" Diameter (Item shown under original bid item)								
CO2-72A	Shaft - 30" Diameter (Item shown under original bid item)								
CO #3	Wall RU2 (First added on PE #14)								
24	Roadway Excavation Including Haul (Item shown under original bid item)								
61	Prefabricated Drainage Mat for Soil Nail Walls (Item shown under original bid item)								
63	Soil Nail - Encapsulated (Item shown under original bid item)								
84	Shotcrete Facing (Item shown under original bid item)								
CO#3-66A	Vertical Nails (Item shown under original bid item)								
CO#3-1A	Welded Wire Fabric	120	120		SF	\$ 2.53	\$ 303.60	\$ -	100.0%
CO#3-1B	Grouting Behind Wall RU-2	1	1		LS	\$ 961.57	\$ 961.57	\$ -	100.0%
CO#3-1C	Home Office Overhead	4	4		Day	\$ 3,838.71	\$ 14,554.84	\$ -	100.0%
CO#3-1D	Field Office Overhead	4	4		Day	\$ 1,229.71	\$ 4,918.84	\$ -	100.0%
CO #4	BNSF Revisions (First added on PE#16)								
32	Shoring or Extra Excavation Class B (Item shown under original bid item)								
35	Construction Geotextile for Underground Drainage (Item shown under original bid item)								
38	Crushed Surfacing Base Course (CSBC) (Item shown under original bid item)								
93	Gravel Backfill for Drain (Item shown under original bid item)								
96	Solid Wall Polyvinyl Chloride (PVC) Storm Pipe, SDR-35, 18 Inch Diam. (Item shown under original bid item)								
101	Reinforced Concrete Storm Sewer Pipe, C.I.V., 18 inch Diam. (Item shown under original bid item)								
102	Storm Sewer Television Inspection (Item shown under original bid item)								
109	Catch Basin Type 2, 48 Inch Diam. (Item shown under original bid item)								
119	Gravel Borrow for Trench Backfill (Item shown under original bid item)								
121	Controlled Density Fill (CDF) for Trench Backfill (Item shown under original bid item)								
CO#4-1	Structural Excavation Class B, Incl Haul	100.61	100.61		CY	\$ 28.60	\$ 2,877.45	\$ -	100.0%
96	Solid Wall Polyvinyl Chloride (PVC) Storm Pipe, SDR-35, 18 Inch Dia	28	28		LF	\$ 16.12	\$ 451.36	\$ -	100.0%
101	Reinforced Concrete Storm Sewer Pipe, C.I.V., 18 inch Diam.	95	95		CY	\$ 26.05	\$ 2,474.75	\$ -	100.0%
109	Catch Basin Type 2, 48 Inch Diam. (cored; no restock)	1	1		EA	\$ 517.00	\$ 517.00	\$ -	100.0%

SCHEDULE TOTAL \$ 59,091.17

Period Dates
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CITY OF AUBURN
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CO. NO. 11-01
M Street SE Grade Separation
SCHEDULE A: Street Improvements

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
CO #5	Core Drilling/Contaminated Soil/Welded Wire Fabric (First added on PE #15)								
CO#5-16A	Core Drilling Settlement	1	1		LS	\$ 13,101.20	\$ 13,101.20	\$ -	100.0%
CO#5-28A	Contaminated Soil Settlement	1	1		LS	\$ 8,280.16	\$ 8,280.16	\$ -	100.0%
CO#5-84A	Welded Wire Fabric	1	1		LS	\$ 20,336.60	\$ 20,336.60	\$ -	100.0%
CO #6	Added 12 Days Due To Delays With Setting First Round Of BNSF Gliders (First added on PE #17)								
CO #7	For Purposes Of Settlement Of Dispute, Parties Agree To Pay Half Of Lump Sum Costs (First added on PE #17)								
CO#7-1A	ST Line Abutment 1, Shaft #8 Casing Removal and Repair Settlement	1	0.5		LS	\$ 123,754.44	\$ 61,877.22	\$ -	50.0%
CO#7-1B	ST Line Abutment 1 Shaft Out of Sequence Work Settlement	1	0.5		LS	\$ 17,717.50	\$ 8,858.75	\$ -	50.0%
CO#7-1C	Home Office Overhead Settlement	1	0.5		LS	\$ 36,390.00	\$ 18,195.00	\$ -	50.0%
CO#7-1D	Field Office Overhead Settlement	1	0.5		LS	\$ 12,300.00	\$ 6,150.00	\$ -	50.0%
CO#8	Added 4 Days for Anti-Graffiti Wall Coating and Restraint Impact settlements (First added on PE #20)								
CO#8-1A	Anti-Graffiti Wall Coating Complete	1	1		LS	\$ 34,987.29	\$ 34,987.29	\$ -	100.0%
CO#8-2A	HDPE Pipe Restraint Impacts Settlement	1	1		LS	\$ 2,800.00	\$ 2,800.00	\$ -	100.0%
CO#8-2B	Home Office Overhead Settlement	2.5	2.5		LS	\$ 3,639.00	\$ 9,097.50	\$ -	100.0%
CO#8-2C	Field Office Overhead Settlement	2.5	2.5		LS	\$ 1,230.00	\$ 3,075.00	\$ -	100.0%
CO#9	Added 20 Days for freeway radio and antennas, established July 22, 2013 as substantial completion, settled LDs and Erosion Control Claim (First added on PE #20)								
CO#9-1A	Erosion Control Plan Claim, RU2/SR18/PGA Sequencing Claim and Assessment of Liquidated Damages Protest Settlement	1	1		LS	\$ 275,000.00	\$ 275,000.00	\$ -	100.0%
CO#9-2A	Pump Station Freeway Radio and Antenna, and PLC Change Complete	1	1	0.12	LS	\$ 16,121.28	\$ 16,121.28	\$ 1,634.55	100.0%

SCHEDULE TOTAL \$ 61,025.72

30A	Materials On Hand (MOH)								
	IMOH - Temporary Shoring Wall								
	Material on Hand	1	1		LS	\$ 111,305.00	\$ 111,305.00	\$ -	100%
	Material Installed	1	1		LS	\$ (111,305.00)	\$ (111,305.00)	\$ -	100%
	TOTAL					\$ -	\$ -		
50A	MOH - Precast Retaining Wall Cap								
	Material on Hand	1	1		LS	\$ 27,347.63	\$ 27,347.63	\$ -	100%
	Material Installed	1	1		LS	\$ (27,347.63)	\$ (27,347.63)	\$ -	100.0%
	TOTAL					\$ -	\$ -		
52A	MOH - Furnish and Install Bridge Superstructure								
	Material on Hand	1	1		LS	\$ 1,203,336.55	\$ 1,203,336.55	\$ -	100%
	Material Installed	1	1		LS	\$ (1,203,336.55)	\$ (1,203,336.55)	\$ -	100%
	TOTAL					\$ -	\$ -		
52B	MOH - Furnish and Install Bridge Superstructure								
	Material on Hand	1	1		LS	\$ 175,040.00	\$ 175,040.00	\$ -	100%
	Material Installed	1	1		LS	\$ (175,040.00)	\$ (175,040.00)	\$ -	100%
	TOTAL					\$ -	\$ -		
62A	MOH - Soil Nail - Epoxy Coated								
	Material on Hand	1	1		LS	\$ 3,534.30	\$ 3,534.30	\$ -	100%
	Material Installed	1	1		LS	\$ (3,534.30)	\$ (3,534.30)	\$ -	100%
	TOTAL					\$ -	\$ -		
62B	MOH - Soil Nail - Epoxy Coated								
	Material on Hand	1	1		LS	\$ 17,719.28	\$ 17,719.28	\$ -	100%
	Material Installed	1	1		LS	\$ (17,719.28)	\$ (17,719.28)	\$ -	100.0%
	TOTAL					\$ -	\$ -		

SCHEDULE TOTAL \$ 61,025.72

Period Dates
Begin: May 21, 2014
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CITY OF AUBURN
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ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
63A	MOH - Soil Nail - Encapsulated								
	Material on Hand	1	1		LS	\$ 42,127.50	\$ 42,127.50	\$ -	100%
	Material Installed	1	1		LS	\$ (42,127.50)	\$ (42,127.50)	\$ -	100%
	TOTAL					\$ -	\$ -		
63B	MOH - Soil Nail - Encapsulated								
	Material on Hand	1	1		LS	\$ 100,154.87	\$ 100,154.87	\$ -	100%
	Material Installed	1	1		LS	\$ (100,154.87)	\$ (100,154.87)	\$ -	100%
	TOTAL					\$ -	\$ -		
69A	MOH - Furnishing Soldier Pile for Bridge - W14x159								
	Material on Hand	1	1		LS	\$ 132,682.00	\$ 132,682.00	\$ -	100%
	Material Installed	1	1		LS	\$ (132,682.00)	\$ (132,682.00)	\$ -	100%
	TOTAL					\$ -	\$ -		
69B	MOH - Furnishing Soldier Pile for Bridge - W14x159								
	Material on Hand	1	1		LS	\$ 39,865.50	\$ 39,865.50	\$ -	100%
	Material Installed	1	1		LS	\$ (39,865.50)	\$ (39,865.50)	\$ -	100%
	TOTAL					\$ -	\$ -		
73A	MOH - Furnishing Soldier Pile - W12x53								
	Material on Hand	1	1		LS	\$ 22,875.00	\$ 22,875.00	\$ -	100%
	Material Installed	1	1		LS	\$ (22,875.00)	\$ (22,875.00)	\$ -	100%
	TOTAL					\$ -	\$ -		
73B	MOH - Furnishing Soldier Pile - W12x53								
	Material on Hand	1	1		LS	\$ 28,503.10	\$ 28,503.10	\$ -	100%
	Material Installed	1	1		LS	\$ (28,503.10)	\$ (28,503.10)	\$ -	100%
	TOTAL					\$ -	\$ -		
74A	MOH - Furnishing Soldier Pile - W12x170								
	Material on Hand	1	1		LS	\$ 48,671.00	\$ 48,671.00	\$ -	100%
	Material Installed	1	1		LS	\$ (48,671.00)	\$ (48,671.00)	\$ -	100%
	TOTAL					\$ -	\$ -		
74B	MOH - Furnishing Soldier Pile - W12x170								
	Material on Hand	1	1		LS	\$ 4,862.40	\$ 4,862.40	\$ -	100%
	Material Installed	1	1		LS	\$ (4,862.40)	\$ (4,862.40)	\$ -	100%
	TOTAL					\$ -	\$ -		
97A	MOH - Ductile Iron Pipe, Special Class 52, Storm Pipe, 8 inch Diam.								
	Material on Hand	1	1		LS	\$ 9,503.00	\$ 9,503.00	\$ -	100%
	Material Installed	1	1		LS	\$ (9,503.00)	\$ (9,503.00)	\$ -	100%
	TOTAL					\$ -	\$ -		
98A	MOH - Ductile Iron Pipe, Special Class 52, Storm Pipe, 10 inch Diam.								
	Material on Hand	1	1		LS	\$ 2,473.60	\$ 2,473.60	\$ -	100%
	Material Installed	1	1		LS	\$ (2,473.60)	\$ (2,473.60)	\$ -	100%
	TOTAL					\$ -	\$ -		

SCHEDULE TOTAL \$ 61,025.72

Period Dates
Begin: May 21, 2014
End: June 20, 2014

CITY OF AUBURN
C201A
PAY ESTIMATE #25 & FINAL

CO. NO. 11-01
M Street SE Grade Separation
SCHEDULE A: Street Improvements

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
99A	MOH - Ductile Iron Pipe, Special Class 52, Storm Pipe, 12 inch Diam.								
	Material on Hand	1	1		LS	\$ 14,874.81	\$ 14,874.81	\$ -	100%
	Material Installed	1	1		LS	\$ (14,874.81)	\$ (14,874.81)	\$ -	100%
	TOTAL					\$ -			
100A	MOH - Ductile Iron Pipe, Special Class 52, Storm Pipe, 18 inch Diam.								
	Material on Hand	1	1		LS	\$ 6,584.07	\$ 6,584.07	\$ -	100%
	Material Installed	1	1		LS	\$ (6,584.07)	\$ (6,584.07)	\$ -	100%
	TOTAL					\$ -			
103A	MOH - Storm Manhole Type 1, 48 inch Diam.								
	Material on Hand	1	1		LS	\$ 635.10	\$ 635.10	\$ -	100%
	Material Installed	1	1		LS	\$ (635.10)	\$ (635.10)	\$ -	100%
	TOTAL					\$ -			
104A	MOH - Storm Manhole Type 1, 54 inch Diam.								
	Material on Hand	1	1		LS	\$ 317.55	\$ 317.55	\$ -	100%
	Material Installed	1	1		LS	\$ (317.55)	\$ (317.55)	\$ -	100%
	TOTAL					\$ -			
105A	MOH - Storm Manhole Type 3, 48 inch Diam.								
	Material on Hand	1	1		LS	\$ 1,270.20	\$ 1,270.20	\$ -	100%
	Material Installed	1	1		LS	\$ (1,270.20)	\$ (1,270.20)	\$ -	100%
	TOTAL					\$ -			
108A	MOH - Catch Basin Type 1								
	Material on Hand	1	1		LS	\$ 3,219.30	\$ 3,219.30	\$ -	100%
	Material Installed	1	1		LS	\$ (3,219.30)	\$ (3,219.30)	\$ -	100%
	TOTAL					\$ -			
110A	MOH - Catch Basin Type 2, 54 inch Diam.								
	Material on Hand	1	1		LS	\$ 229.95	\$ 229.95	\$ -	100%
	Material Installed	1	1		LS	\$ (229.95)	\$ (229.95)	\$ -	100%
	TOTAL					\$ -			
115A	MOH - Sidewalk Catch Basin								
	Material on Hand	1	1		LS	\$ 1,270.20	\$ 1,270.20	\$ -	100%
	Material Installed	1	1		LS	\$ (1,270.20)	\$ (1,270.20)	\$ -	100%
	TOTAL					\$ -			
122A	MOH - Connect to Existing Water Main								
	Material on Hand	1	1		LS	\$ 302.73	\$ 302.73	\$ -	100%
	Material Installed	1	1		LS	\$ (302.73)	\$ (302.73)	\$ -	100%
	TOTAL					\$ -			

SCHEDULE TOTAL \$ 61,025.72

Period Dates
Begin: May 21, 2014
End: June 20, 2014

CITY OF AUBURN
C201A
PAY ESTIMATE #25 & FINAL

CO. NO. 11-01
M Street SE Grade Separation
SCHEDULE A: Street Improvements

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
124A	MOH - Special Class 52 Ductile Iron Pipe for Water Main 6 Inch Diam.								
	Material on Hand	1	1		LS	\$ 4,580.51	\$ 4,580.51	\$ -	100%
	Material Installed	1	1		LS	\$ (4,580.51)	\$ (4,580.51)	\$ -	100%
	TOTAL					\$ -	\$ -		
124B	MOH - Special Class 52 Ductile Iron Pipe for Water Main 6 Inch Diam.								
	Material on Hand	1	1		LS	\$ 140.26	\$ 140.26	\$ -	100%
	Material Installed	1	1		LS	\$ (140.26)	\$ (140.26)	\$ -	100%
	TOTAL					\$ -	\$ -		
125A	MOH - Special Class 52 Ductile Iron Pipe for Water Main 8 Inch Diam.								
	Material on Hand	1	1		LS	\$ 23,753.61	\$ 23,753.61	\$ -	100%
	Material Installed	1	1		LS	\$ (23,753.61)	\$ (23,753.61)	\$ -	100%
	TOTAL					\$ -	\$ -		
125B	MOH - Special Class 52 Ductile Iron Pipe for Water Main 8 Inch Diam.								
	Material on Hand	1	1		LS	\$ 855.58	\$ 855.58	\$ -	100%
	Material Installed	1	1		LS	\$ (855.58)	\$ (855.58)	\$ -	100%
	TOTAL					\$ -	\$ -		
126A	MOH - Special Class 52 Ductile Iron Pipe for Water Main 12 Inch Diam.								
	Material on Hand	1	1		LS	\$ 24,043.29	\$ 24,043.29	\$ -	100%
	Material Installed	1	1		LS	\$ (24,043.29)	\$ (24,043.29)	\$ -	100%
	TOTAL					\$ -	\$ -		
126B	MOH - Special Class 52 Ductile Iron Pipe for Water Main 12 Inch Diam.								
	Material on Hand	1	1		LS	\$ 453.33	\$ 453.33	\$ -	100%
	Material Installed	1	1		LS	\$ (453.33)	\$ (453.33)	\$ -	100%
	TOTAL					\$ -	\$ -		
127A	MOH - Special Class 52 Ductile Iron Pipe for Water Main 18 Inch Diam.								
	Material on Hand	1	1		LS	\$ 6,731.49	\$ 6,731.49	\$ -	100%
	Material Installed	1	1		LS	\$ (6,731.49)	\$ (6,731.49)	\$ -	100%
	TOTAL					\$ -	\$ -		
127B	MOH - Special Class 52 Ductile Iron Pipe for Water Main 18 Inch Diam.								
	Material on Hand	1	1		LS	\$ 37,863.18	\$ 37,863.18	\$ -	100%
	Material Installed	1	1		LS	\$ (37,863.18)	\$ (37,863.18)	\$ -	100%
	TOTAL					\$ -	\$ -		
127C	MOH - Special Class 52 Ductile Iron Pipe for Water Main 18 Inch Diam.								
	Material on Hand	1	1		LS	\$ 38,936.32	\$ 38,936.32	\$ -	100%
	Material Installed	1	1		LS	\$ (38,936.32)	\$ (38,936.32)	\$ -	100%
	TOTAL					\$ -	\$ -		
128A	MOH - 2-inch Blowoff Assembly								
	Material on Hand	1	1		LS	\$ 958.64	\$ 958.64	\$ -	100%
	Material Installed	1	1		LS	\$ (958.64)	\$ (958.64)	\$ -	100%
	TOTAL					\$ -	\$ -		
128B	MOH - 2-inch Blowoff Assembly								
	Material on Hand	1	1		LS	\$ 140.66	\$ 140.66	\$ -	100%
	Material Installed	1	1		LS	\$ (140.66)	\$ (140.66)	\$ -	100%
	TOTAL					\$ -	\$ -		

SCHEDULE TOTAL \$ 61,025.72

Period Dates
Begin: May 21, 2014
End: June 20, 2014

CITY OF AUBURN
C701A
PAY ESTIMATE #25 & FINAL

CO. NO. 11-01
M Street SE Grade Separation
SCHEDULE A: Street Improvements

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
129A	MOH - Gate Valve, 2 inch Diam.								
	Material on Hand	1	1		LS	\$ 484.99	\$ 484.99	\$ -	100%
	Material Installed	1	1		LS	\$ (484.99)	\$ (484.99)	\$ -	100%
	TOTAL					\$ -	\$ -		
129B	MOH - Gate Valve, 2 inch Diam.								
	Material on Hand	1	1		LS	\$ 122.19	\$ 122.19	\$ -	100%
	Material Installed	1	1		LS	\$ (122.19)	\$ (122.19)	\$ -	100%
	TOTAL					\$ -	\$ -		
130A	MOH - Gate Valve, 8 inch Diam.								
	Material on Hand	1	1		LS	\$ 7,531.76	\$ 7,531.76	\$ -	100%
	Material Installed	1	1		LS	\$ (7,531.76)	\$ (7,531.76)	\$ -	100%
	TOTAL					\$ -	\$ -		
130B	MOH - Gate Valve, 8 inch Diam.								
	Material on Hand	1	1		LS	\$ 629.45	\$ 629.45	\$ -	100%
	Material Installed	1	1		LS	\$ (629.45)	\$ (629.45)	\$ -	100%
	TOTAL					\$ -	\$ -		
131A	MOH - Gate Valve, 12 inch Diam.								
	Material on Hand	1	1		LS	\$ 6,551.77	\$ 6,551.77	\$ -	100%
	Material Installed	1	1		LS	\$ (6,551.77)	\$ (6,551.77)	\$ -	100%
	TOTAL					\$ -	\$ -		
131B	MOH - Gate Valve, 12 inch Diam.								
	Material on Hand	1	1		LS	\$ 517.67	\$ 517.67	\$ -	100%
	Material Installed	1	1		LS	\$ (517.67)	\$ (517.67)	\$ -	100%
	TOTAL					\$ -	\$ -		
132A	MOH - Butterfly Valve, 18 inch Diam.								
	Material on Hand	1	1		LS	\$ 1,214.40	\$ 1,214.40	\$ -	100%
	Material Installed	1	1		LS	\$ (1,214.40)	\$ (1,214.40)	\$ -	100%
	TOTAL					\$ -	\$ -		
132B	MOH - Butterfly Valve, 18 inch Diam.								
	Material on Hand	1	1		LS	\$ 2,532.53	\$ 2,532.53	\$ -	100%
	Material Installed	1	1		LS	\$ (2,532.53)	\$ (2,532.53)	\$ -	100%
	TOTAL					\$ -	\$ -		
134A	MOH - Hydrant Assembly								
	Material on Hand	1	1		LS	\$ 2,625.67	\$ 2,625.67	\$ -	100%
	Material Installed	1	1		LS	\$ (2,625.67)	\$ (2,625.67)	\$ -	100%
	TOTAL					\$ -	\$ -		
191A	MOH - Traffic Signal System Complete								
	Material on Hand	1	1		LS	\$ 13,966.00	\$ 13,966.00	\$ -	100%
	Material Installed	1	1		LS	\$ (13,966.00)	\$ (13,966.00)	\$ -	100%
	TOTAL					\$ -	\$ -		
191B	MOH - Traffic Signal System Complete								
	Material on Hand	1	1		LS	\$ 24,564.00	\$ 24,564.00	\$ -	100%
	Material Installed	1	1		LS	\$ (24,564.00)	\$ (24,564.00)	\$ -	100%
	TOTAL					\$ -	\$ -		
207A	MOH - Bench								
	Material on Hand	1	1		LS	\$ 1,886.00	\$ 1,886.00	\$ -	100%
	Material Installed	1	1		LS	\$ (1,886.00)	\$ (1,886.00)	\$ -	100%
	TOTAL					\$ -	\$ -		
VARIOUS	MOH - Rebar (For original calc. See PE #13 backup or sub 412.2)								
	Material on Hand	1	1		LS	\$ 13,816.59	\$ 13,816.59	\$ -	100%
	Material Installed	1	1		LS	\$ (13,816.59)	\$ (13,816.59)	\$ -	100%
	TOTAL					\$ -	\$ -		

SCHEDULE TOTAL \$ 61,025.72

Period Dates
Begin May 21, 2014
End June 20, 2014

CITY OF AUBURN
C201A
PAY ESTIMATE #25 & FINAL

CO. NO. 11-01
M Street SE Grade Separation
SCHEDULE B: King County Sanitary Sewer Utility Improvements

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
209	Minor Changes	1	9348.03		Eq. Adj.	10,000.00	\$ 9,348.03	\$ -	93%
210	Mobilization	1	1		LS	1.00	\$ 1.00	\$ -	100%
211	Utility Potholing	7	6		EA	500.00	\$ 3,000.00	\$ -	86%
212	Removal of Sanitary Sewer Manhole	4	4		EA	750.00	\$ 3,000.00	\$ -	100%
213	Removal of Sanitary Sewer Pipe	855	812		LF	6.00	\$ 4,872.00	\$ -	95%
214	Removal of Steel Casing	110	0		LF	10.00	\$ -	\$ -	0%
215	Shoring and Extra Excavation Class B	11000	10480.9		SF	0.50	\$ 5,240.45	\$ -	95%
216	King County Sewer Manhole Type A, 48 inch Diam.	6	6		EA	3,350.00	\$ 20,100.00	\$ -	100%
217	King County Sewer Manhole Type A, 60 inch Diam.	3	3		EA	4,250.00	\$ 12,750.00	\$ -	100%
218	King County Sewer Special Manhole, 84 inch Diam.	1	1		EA	8,200.00	\$ 8,200.00	\$ -	100%
219	Watertight Manhole Frame and Straps	1	1		EA	750.00	\$ 750.00	\$ -	100%
220	Adjust Manhole	2	2		EA	1,000.00	\$ 2,000.00	\$ -	100%
221	Rechannell Existing Manhole	1	1		EA	650.00	\$ 650.00	\$ -	100%
222	CSTC for Select Trench Backfill and Pipe Bedding	1271	789.3		TON	12.80	\$ 10,103.04	\$ -	62%
223	Gravel Borrow for Trench Backfill	2165	0		TON	0.01	\$ -	\$ -	0%
224	Controlled Density Fill (CDF) for Trench Backfill	64	0		CY	75.00	\$ -	\$ -	0%
225	Solid Wall Polyvinyl Chloride (PVC) Sewer Pipe, SDR-35, 18 inch Diam.	1153	1260		LF	50.45	\$ 63,567.00	\$ -	109%
226	Ductile Iron Sewer Pipe, Special Class 52, 18 inch Diam.	253	253		LF	132.25	\$ 33,459.25	\$ -	100%
227	Sewer Television Inspection	1693	1681.1		LF	2.50	\$ 4,202.75	\$ -	99%
228	Temporary Accommodation of Wastewater Flow	1	1		LS	20,000.00	\$ 20,000.00	\$ -	100%
229	Sewer Trenchless Installation Plan	1	1		LS	2,000.00	\$ 2,000.00	\$ -	100%
230	Sewer Trenchless Installation Ground Movement Monitoring	1	1		LS	3,500.00	\$ 3,500.00	\$ -	100%
231	Sewer Jacking and Receiving Pits	1	1		LS	10,000.00	\$ 10,000.00	\$ -	100%
232	Sewer Steel Casing Pipe, 54 In. Diam.	280	280		LF	850.00	\$ 238,000.00	\$ -	100%
233	High Density Polyethylene (HDPE) Sewer Pipe, 18 inch Diam	287	291		LF	91.20	\$ 26,539.20	\$ -	101%
234	Removing Steel Casing Obstructions	1	0		Eq. Adj.	15,000.00	\$ -	\$ -	0%

SCHEDULE TOTAL \$ -

Period Dates
Begin: May 21, 2014
End: June 20, 2014

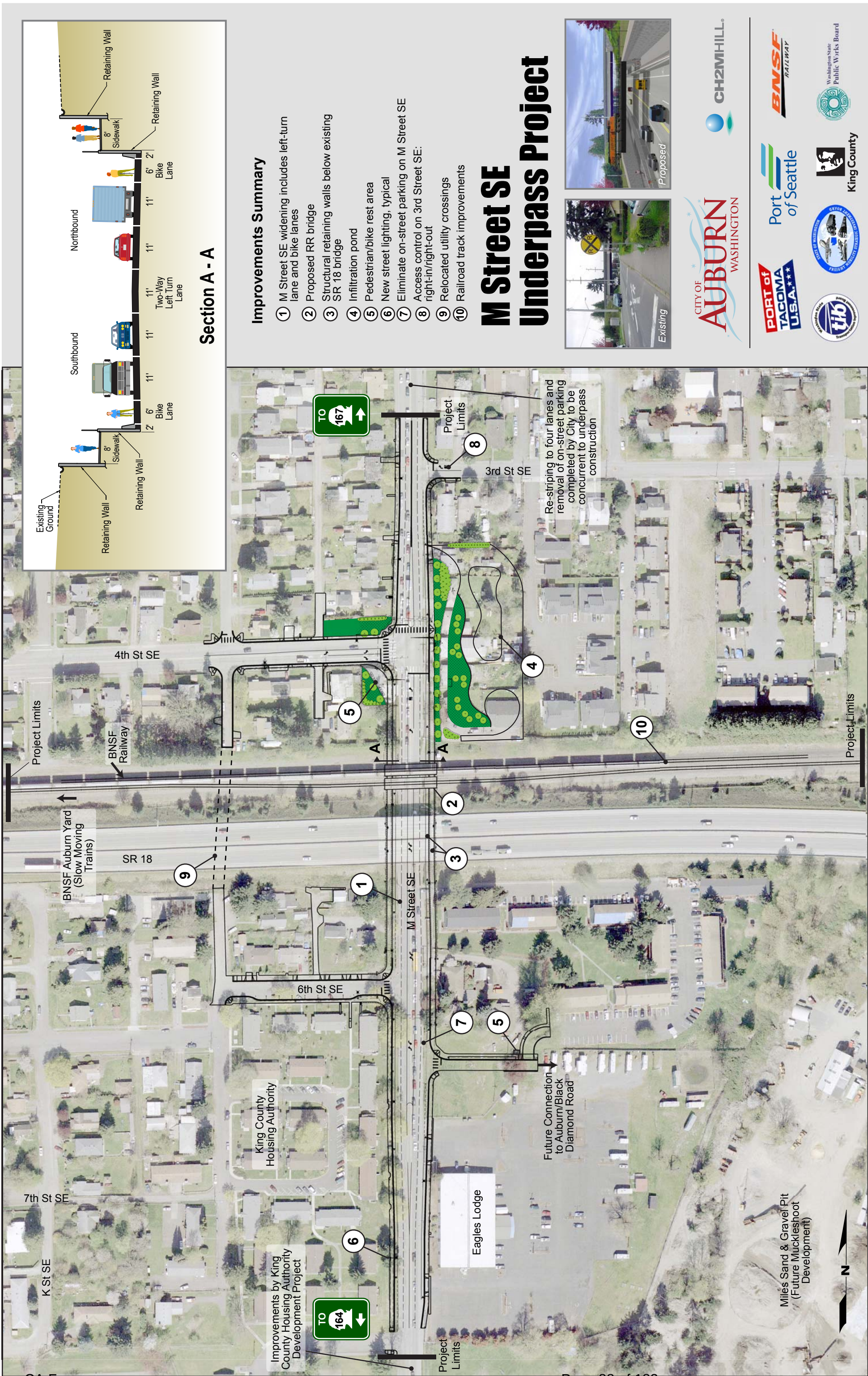
CITY OF AUBURN
C201A
PAY ESTIMATE #25 & FINAL

CO. NO. 11-01
M Street SE Grade Separation
SCHEDULE C: City of Auburn Sanitary Sewer Improvements

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTIT	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
235	Removal of Sanitary Sewer Manhole	2	2		EA	750.00	\$ 1,500.00	\$ -	100%
236	Removal of Sanitary Sewer Pipe	115	115		LF	6.00	\$ 690.00	\$ -	100%
237	Removal of Side Sewer Pipe	581	581		LF	4.00	\$ 2,324.00	\$ -	100%
238	Shoring and Extra Excavation Class B	6600	5512		SF	0.50	\$ 2,756.00	\$ -	84%
239	City of Auburn Sewer Manhole Type 1, 48 inch Diam.	1	2		EA	3,175.00	\$ 6,350.00	\$ -	200%
240	City of Auburn Sewer Manhole Type 3, 48 inch Diam.	3	3		EA	3,000.00	\$ 9,000.00	\$ -	100%
241	Drop Manhole Connection	1	1		EA	1,850.00	\$ 1,850.00	\$ -	100%
242	Connect to Existing Manhole	1	1		EA	2,000.00	\$ 2,000.00	\$ -	100%
243	Rechannel Existing Manhole	1	1		EA	650.00	\$ 650.00	\$ -	100%
244	CSTC for Select Trench Backfill and Pipe Bedding	608	753.37		TON	12.80	\$ 9,643.14	\$ -	124%
245	Gravel Borrow for Trench Backfill	720	0		TON	0.01	\$ -	\$ -	0%
246	Controlled Density Fill (CDF) for Trench Backfill	10	0		CY	75.00	\$ -	\$ -	0%
247	Controlled Density Fill (CDF) For Filling Pipe	3	0		CY	500.00	\$ -	\$ -	0%
248	Solid Wall Polyvinyl Chloride (PVC) Sewer Pipe, SDR-35, 8 inch Diam.	184	175		LF	31.50	\$ 5,512.50	\$ -	95%
249	Solid Wall Polyvinyl Chloride (PVC) Sewer Pipe, SDR-35, 10 inch Diam.	238	246		LF	33.75	\$ 8,302.50	\$ -	103%
250	Ductile Iron Sewer Pipe, Special Class 52, 8 inch Diam.	172	174		LF	61.65	\$ 10,727.10	\$ -	101%
251	Public Sanitary Sewer Cleanout	1	1		EA	1,265.00	\$ 1,265.00	\$ -	100%
252	Sewer Television Inspection	594	684		LF	2.50	\$ 1,710.00	\$ -	115%
253	6 inch Diam. PVC Side Sewer with 6 inch Diam. PVC Cleanout	291	371		LF	44.00	\$ 16,324.00	\$ -	127%
254	4 inch Diam. PVC Side Sewer	233	188		LF	44.00	\$ 8,272.00	\$ -	81%
255	Property Restoration	1	0.3644		Eq. Adj.	10,000.00	\$ 3,643.69	\$ -	36%

SCHEDULE TOTAL \$ -

Period Dates
Begin: May 21, 2014
End: June 20, 2014



Section A - A

Improvements Summary

- 1 M Street SE widening includes left-turn lane and bike lanes
- 2 Proposed RR bridge
- 3 Structural retaining walls below existing SR 18 bridge
- 4 Infiltration pond
- 5 Pedestrian/bike rest area
- 6 New street lighting, typical
- 7 Eliminate on-street parking on M Street SE
- 8 Access control on 3rd Street SE:
- 9 Relocated utility crossings
- 10 Railroad track improvements

M Street SE Underpass Project





AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP1120

Date:

July 30, 2014

Department:

Public Works

Attachments:

[Budget Status Sheet](#)
[CP1120 Final Pay Estimate](#)
[Vicinity Map](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council approve Final Pay Estimate No. 8 to Contract No. 13-07 in the amount of \$4,615.77 and accept construction of Project No. CP1120, Lea Hill Safe Routes to School Improvements.

Background Summary:

This project included the completion of the following improvements:

1. Bike lanes, sidewalks, curb and gutter and ADA accessible ramp improvements to complete the remaining pedestrian gap on the south side of SE 312th St starting at 124th Ave SE and extending approximately 600 feet east.
2. Installation of ADA pedestrian push buttons and audible countdown pedestrian signal heads at the existing signalized intersection of SE 312th St and 124th Ave SE, including upgraded ADA accessible ramps.
3. Installation of upgraded ADA accessible ramps on 116th Ave SE at the two marked school crosswalks in front of Rainier Middle School and at the intersection of 116th Ave SE and SE 304th St.
4. Bike lane striping, signage and pavement symbols on 116th Ave SE between SE 312th St and SE 304th St.
5. Installation of bicycle racks at the 3 separate schools.

A project budget contingency of \$50,987.31 remains in the 102 Arterial Street Fund.

Reviewed by Council Committees:

Public Works

Councilmember: Osborne

Staff: Snyder

Meeting Date: August 4, 2014

Item Number: CA.G

BUDGET STATUS SHEET

Project No: CP1120

Project Title: Lea Hill Safe Routes to School Improvements

Project Manager: Kim Truong

Initiation Date: 7/18/11

Advertisement Date: 6/3/13

Award Date: 7/16/13

- ☐ Project Initiation

☐ Permission to Advertise

☐ Contract Award

☐ Change Order Approval

☒ Contract Final Acceptance

Date: 7/17/14

Funds Budgeted (Funds Available)

Funding	Prior Years	2013	2014	Total
102 Fund - Federal Grant	25,088	297,174	76,238	398,500
102 Arterial Street Fund	1,327	80,582	65,875	147,784
Payment from PSE for Sidewalk Work			8,031	8,031
Total	26,415	377,757	150,143	554,315

Estimated Cost (Funds Needed)

Activity	Prior Years	2013	2014	Total
Design Engineering - City Costs	26,415	48,837		75,252
Design Engineering - Consultant Costs		1,924		1,924
Construction Contract		251,950	3,418	255,369
Change Order #1		(473)		(473)
Change Order #2		35,770		35,770
Change Order #3			15,578	15,578
Change Order #4			4,271	4,271
Line Item Changes			5,450	5,450
Other - School District (Education)		2,762	58,639	61,401
Other - Police Dept. (Enforcement)			1,800	1,800
Construction Engineering - Consultant Costs		2,992		
Construction Engineering - City Costs		33,995	10,000	43,995
Total	26,415	377,757	99,156	500,336

102 Arterial Street Budget Status

	Prior Years	2013	2014	Total
*102 Funds Budgeted ()	(26,415)	(377,757)	(150,143)	(554,315)
102 Funds Needed	26,415	377,757	99,156	503,328
*102 Fund Project Contingency ()	0	0	(50,987)	(50,987)
102 Funds Required	0	0	0	0

* (#) in the Budget Status Sections indicates Money the City has available.

CITY OF AUBURN
CP1120
PAY ESTIMATE #8 & FINAL

CO. NO. 13-07
Lea Hill Safe Route to School Improvements
SCHEDULE A: Street Improvements

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
1	One Year Warranty Bond	1	1	1	LS	345.00	\$ 345.00	\$ 345.00	100%
2	SPCC Plan	1	1		LS	150.00	\$ 150.00	\$ -	100%
3	Mobilization	1	1		LS	17,000.00	\$ 17,000.00	\$ -	100%
4	Construction Site Sign(s)	1	1		LS	800.00	\$ 800.00	\$ -	100%
5	Traffic Control Supervisor	1	0.77778		LS	4,523.00	\$ 3,517.90	\$ -	78%
6	Traffic Control Labor - Flagging	320	307.5		HR	47.00	\$ 14,452.50	\$ -	96%
7	Outside Agency Uniformed Police Flagging Labor	1	0.1826662		Est.	8,000.00	\$ 1,461.33	\$ -	18%
8	Clearing and Grubbing	1	1		LS	5,000.00	\$ 5,000.00	\$ -	100%
9	Removal of Structures and Obstructions	1	1		LS	7,153.00	\$ 7,153.00	\$ -	100%
10	Removal of Asphalt Pavement	301	531.734		SY	13.00	\$ 6,912.54	\$ -	177%
11	Removal of Cement Concrete Flat Work	294	304.092		SY	10.00	\$ 3,040.92	\$ -	103%
12	Removal of Curb and Gutter	457	454.3		LF	2.00	\$ 908.60	\$ -	99%
13	Subgrade Preparation	984	1454.225		SY	8.00	\$ 11,633.80	\$ -	148%
14	Crushed Surfacing Top Course	96	153.79		TON	33.00	\$ 5,075.07	\$ -	160%
15	Crushed Surfacing Base Course	87	0		TON	33.00	\$ -	\$ -	0%
16	HMA Cl. 1/2-inch PG 64-22 (Class B)	60	0		TON	179.00	\$ -	\$ -	0%
17	Asphalt Cold Patch	3	11.73		TON	325.00	\$ 3,812.25	\$ -	381%
18	Commercial HMA	1008	3376.5733		SF	12.00	\$ 40,518.88	\$ -	335%
19	Solid Wall Polyvinyl Chloride (PVC) Storm Pipe,	27	29		LF	74.00	\$ 2,146.00	\$ -	107%
20	Catch Basin Type 1	1	1		EA	1,042.00	\$ 1,042.00	\$ -	100%
21	Rectangular Solid Metal Cover	2	2		EA	397.00	\$ 794.00	\$ -	100%
22	Adjust Catch Basin	3	3		EA	560.00	\$ 1,680.00	\$ -	100%
23	Connect to Existing Catch Basin	1	1		EA	804.00	\$ 804.00	\$ -	100%
24	Pipe Foundation Material	7	0		TON	33.00	\$ -	\$ -	0%
25	Select Pipe Trench Backfill	36	61.1		TON	49.00	\$ 2,993.90	\$ -	170%
26	Shoring or Extra Excavation Class B	40	166		SF	100.00	\$ 16,600.00	\$ -	415%
27	Controlled Density Fill (CDF) for Trench Backfill	6	0		CY	206.00	\$ -	\$ -	0%
28	Temporary Water Pollution/Erosion Control	1	0.9916		Est.	2,000.00	\$ 1,983.20	\$ -	99%
29	Topsoil Type A	20	25.5		CY	65.75	\$ 1,676.63	\$ -	129%
30	Lawn Sod	178	0		SY	11.50	\$ -	\$ -	0%
31	Bark Mulch	7	20		CY	63.25	\$ 1,265.00	\$ -	292%
32	Miscellaneous Roadside Restoration	1	2.1404167		Est.	1,500.00	\$ 3,210.63	\$ -	214%
33	Cement Concrete Traffic Curb and Gutter	1060	1018.3		LF	20.00	\$ 20,366.00	\$ -	96%
34	Painted Curb	1390	1284		LF	1.00	\$ 1,284.00	\$ -	92%
35	Industrial and Commercial Driveway apron	72	89.833		SY	62.50	\$ 5,614.56	\$ -	125%
36	Cement Concrete Sidewalk	688	714.809		SY	34.50	\$ 24,660.91	\$ -	104%
37	Cement Concrete Wheelchair Ramp	166	171.581		SY	163.50	\$ 28,053.49	\$ -	103%
38	Traffic Signal Modifications, Complete	1	1		LS	25,000.00	\$ 25,000.00	\$ -	100%
39	Conduit Pipe 3 Inch Diameter	618	619		LF	10.00	\$ 6,190.00	\$ -	100%
40	Pull Box	2	2		EA	2,300.00	\$ 4,600.00	\$ -	100%

SCHEDULE \$ 345.00

Period Dates
Begin: May 21, 2014
End: June 25, 2014

CITY OF AUBURN
CP1120
PAY ESTIMATE #8 & FINAL

CO. NO. 13-07
Lea Hill Safe Route to School Improvements
SCHEDULE A: Street Improvements

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
41	Permanent Signing	1	1		LS	9,366.00	\$ 9,366.00	\$ -	100%
42	Paint Line	5212	5112		LF	0.50	\$ 2,556.00	\$ -	98%
43	Plastic Crosswalk Stripe and Stop Bar (24 inch	841	981.9		LF	7.50	\$ 7,364.25	\$ -	117%
44	Painted Bicycle Lane Symbol	21	21		EA	17.25	\$ 362.25	\$ -	100%
45	Removing Plastic Crosswalk Line	600	245.86		SF	1.75	\$ 430.26	\$ -	41%
CO-1	Loss Time for Pipe Connection	1	1		LS	895.70	\$ 895.70	\$ -	100%
CO-1	Deduct \$1368.81 from Permanent Signing Bl#41		1		LS	(1,368.81)	\$ (1,368.81)	\$ -	
CO-2	Increase Quantity Bl#18		0		SF		\$ -	\$ -	
CO-2	Increase Quantity Bl#18 in excess of 125%	3283	0		SF	8.66	\$ -	\$ -	
CO-2-1	Traffic Loops Replacement	1	0.9675089		Est.	4,922.89	\$ 4,762.94	\$ -	97%
CO-3-1	Pedestrian Poles Orientation Adjustment	1	1		Est.	1,279.75	\$ 1,279.75	\$ -	100%
CO-3-2	Bike Rack Installation, Complete	1	1		LS	14,298.66	\$ 14,298.66	\$ -	100%
CO-4	Re-mobe and Excavation of Top Course	1	1	1	LS	4,270.77	\$ 4,270.77	\$ 4,270.77	100%

SCHEDULE TOTAL \$ 4,615.77

Period Dates
Begin: May 21, 2014
End: June 25, 2014

PAY ESTIMATE #8 & FINAL

	Original Contract Amount	Contract Change Orders	Total Payment	This Period	Percent/Contract
SCHEDULE A: Street Improvements					
Contract	\$ 255,368.50	\$ 55,145.83	\$ 315,963.87	\$ 4,615.77	102%
NO TAX					
No Retainage			\$ -	\$ -	
SCHEDULE TOTAL	\$ 255,368.50	\$ 55,145.83	\$ 315,963.87	\$ 4,615.77	

TOTAL CONTRACT AMOUNT TO DATE
TOTAL PAYMENT TO CONTRACTOR

\$ 315,963.87
\$ 315,963.87 \$ 4,615.77

PAYMENT DUE CONTRACTOR:

\$ 4,615.77

Period Dates
Begin: May 21, 2014
End: June 25, 2014

CITY OF AUBURN
CP1120

CO. NO. 13-07

PAY ESTIMATE # 8 & FINAL

CONTRACTOR:
Archer Construction, Inc.
7855 South 206th Street
Kent, WA 98032
Phone: (206) 288-1234

The undersigned has reviewed and approved this final pay estimate. I agree that it is a true and correct statement showing all monies due me from the City of Auburn under this contract; that I have carefully examined the final pay estimate estimate and understand it and that I hereby release the City of Auburn from any and all claims of whatsoever nature which I may have, arising out of this contract, which are not set forth in this estimate.

PAYMENT DUE TO CONTRACTOR = \$ 4,615.77

Signatures:

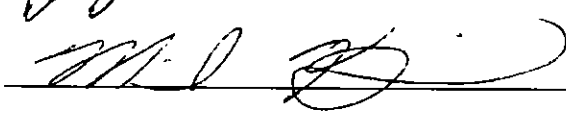
Contractor



Date

7/30/14

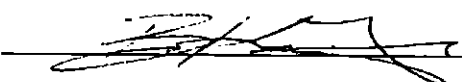
Inspector



Date

7/29/2014

Project Manager



Date

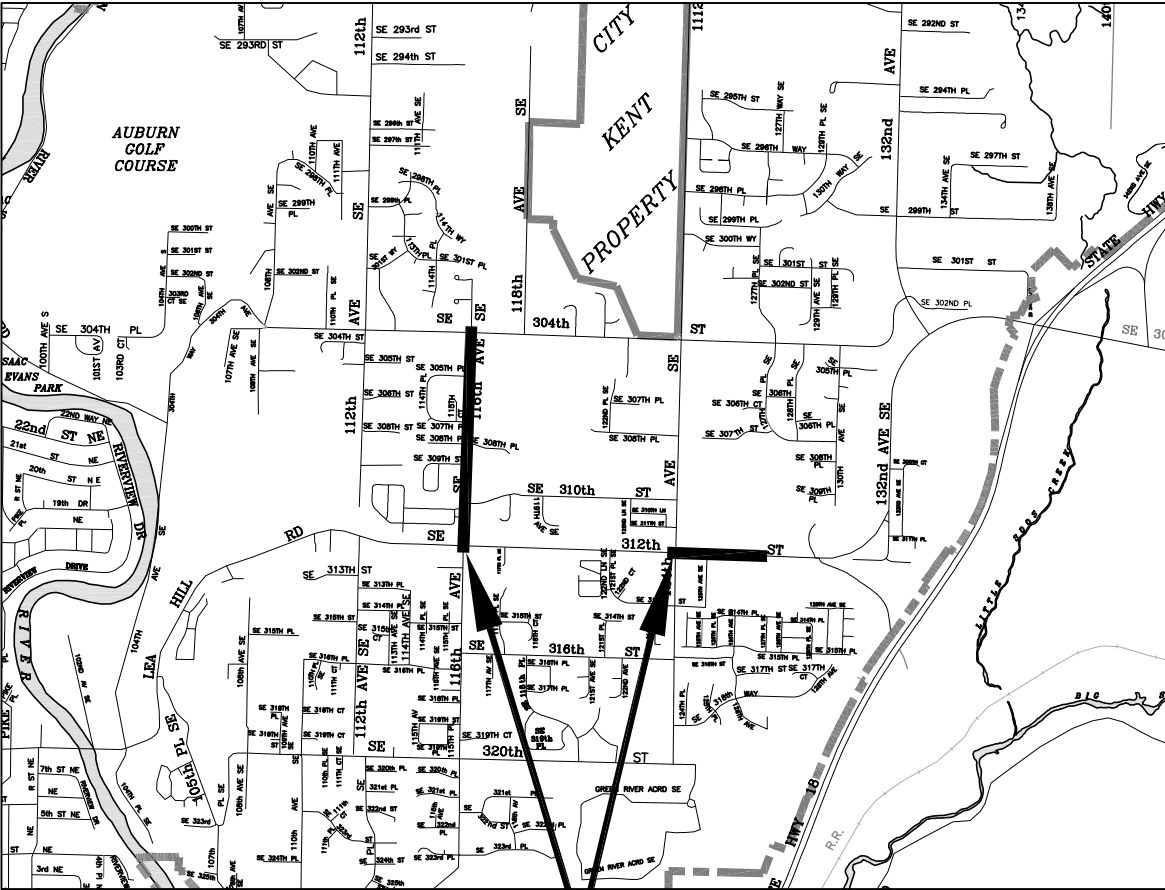
7/29/14

City Engineer

Date

LEA HILL SAFE ROUTES TO SCHOOL IMPROVEMENTS

PROJECT NO. CP1120



PROJECT
SITES

VICINITY MAP
NOT TO SCALE



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6521

Date:

July 29, 2014

Department:

Community Development & [ORD6521](#)
Public Works

Attachments:**Budget Impact:**

\$0

Administrative Recommendation:

City Council introduce and adopt Ordinance No. 6521.

Background Summary:

ACC 20.08.070 currently restricts the City and its policy makers from leveraging partnerships with private and public entities in use of city infrastructure. Previous practice has been to have shorter term leases, with frequent renewals requiring significant staff time, limited negotiation power and inability to leverage city and resident needs. Leveraging long or short term leases based on the need in an area, a department, or city should be at the discretion of the policy makers and City.

In some instances, entities would like a longer term to recover capital while at the same time paying additional upfront costs to the city for the concession of a longer term. The City currently lacks the authority to sign a 5, 10, 15 year or longer lease. Having the flexibility to negotiate a longer term lease can help fulfill desired capital projects for parks or facilities by requiring a leasee to pay some portion of that term up front or perform City related projects as part of the lease rather than city funded projects offsetting city expenditure. Currently, we have a vendor interested in paying 5 years up front for a 10 year lease. Instances like this would allow \$75,000.00 or more to be deposited in accounts associated with capital improvements, ownership of facilities constructed, future project funding, or space to install city owned equipment. The City is not able to take advantage of this offer because the Code currently precludes longer term leases. Other municipalities across the state have identified this need in their codes as well, including Bellevue, Issaquah, and Everett to name a few.

Recommendation

On Monday, July 14, 2014 Municipal Services Committee reviewed the draft amendment, expressed general concurrence, and authorized the matter to be moved forward to Planning and Community Development Committee for further consideration. The draft Ordinance was brought before the Planning and Community Development Committee at their July 28, 2014 meeting. The Committee was supportive of Ordinance No. 6521 and recommended forwarding it forward to full Council for review and approval. Staff recommends that City Council introduce and adopt Ordinance No. 6521.

Reviewed by Council Committees:

Municipal Services, Planning And Community Development Other: Legal

Councilmember: Holman

Staff: Snyder

Meeting Date: August 4, 2014

Item Number: ORD.A

ORDINANCE NO. 6 5 2 1

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF AUBURN, WASHINGTON, AMENDING SECTION 20.0
8.070 RELATING TO TERM OF TELECOMMUNICATIONS
FRANCHISE LEASES**

WHEREAS, the current provisions of the Auburn city code restrict the length of telecommunications franchise leases to a term of no more than five years; and

WHEREAS, there may be occasions when a different term other than five years may be advantageous to the city and to the franchisee; and

WHEREAS, it would be appropriate for the term of telecommunications franchise leases to be spelled out in the lease agreements approved by the city rather than restricting the term to a specific number of years.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, DO ORDAIN as follows

Section 1 Amendment To City Code. That section 20.0 8.070 of the city code be, and the same hereby is, amended to read as follows:

20.08.070 Term of facilities lease.

By virtue of the uncertainties created by the Act, except as provided in any pre-existing lease agreements, the length of a facilities lease granted hereunder shall be valid for a maximum term of five years set forth in the lease agreement, subject to renewal as provided in this chapter. (Ord. 5271 § 1, 1999; Ord. 5034 § 1, 1998.)

Section 2. Implementation. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Section 3. Severability. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance, or the invalidity of the application thereof to any

person or circumstance shall not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

Section 4. Effective Date. This Ordinance shall take effect and be in force five days from and after its passage, approval and publication as provided by law.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

PUBLISHED: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6526

Date:

July 29, 2014

Department:

Community Development &
Public Works

Attachments:

[ORD 6526](#)
[Downtown Catalyst Area Map](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council introduce and adopt Ordinance No. 6526.

Background Summary:

The City Council approved Ordinance No. 5506 on April 2, 2001 establishing a traffic impact fee ordinance system for the City. On May 21, 2001, the City Council adopted the Downtown Plan that included policies and implementation strategies intended to foster, enhance, and promote the livability and economic vitality of the Auburn Downtown Business District. Policy 6-2 of the Auburn Downtown Plan specified that if the City adopted a traffic impact fee system, consideration should be given to waiving the fee within the downtown with the intent that the waiver sunset after a five year period unless the Council elected to extend it. RCW 82.02.060 (2) states that local ordinances by which impact fees are imposed may provide an exemption for development activities with broad public purposes provided that the impact fees from such development activity are paid from public funds other than impact fee accounts.

On May 7, 2007, the City Council approved Ordinance No. 6089 establishing Section 19.04.070 (A.9) of the Auburn City Code (ACC) creating a 'Downtown Catalyst Area' exemption for the imposition and collection of traffic impact fees within this area. A provision to this exemption was that it would sunset on June 30, 2008, unless otherwise extended by the City Council. On May 19, 2008, the City Council approved Ordinance No. 6178 extending the traffic impact fee exemption sunset date for the 'Downtown Catalyst Area' an additional two years to June 30, 2010. Council extended the exemption again through Ordinance No. 6412 until June 30, 2014.

The City Council's previous approvals of the traffic impact fee exemption for the 'Downtown Catalyst Area' was based on its determination that that promoting economic development in this area is beneficial to the City and serves a broad public

purpose. Staff recommends that a similar determination is warranted to help promote continued redevelopment.

The 'Downtown Catalyst Area' is defined by (1) the boundary of West Main Street/East Main Street to the north, "A" Street SE to the east, 2nd Street SE/2nd Street SW to the south, and "A" Street SW to the west; and (2) the boundary of East Main Street to the south, Auburn Avenue to the east, 1st Street NE to the north, and North Division Street to the west (see the attached map).

Staff recommends extension of the traffic impact fee exemption until December 31, 2016. Staff is also requesting that the sunset date is at the end of the calendar year, which also aligns with the City's fiscal year. The Planning and Community Development Committee reviewed the ordinance and recommended approval to the full City Council at their July 28, 2014 meeting.

Reviewed by Council Committees:

Planning And Community Development, Public Works

Councilmember: Holman

Staff: Snyder

Meeting Date: August 4, 2014

Item Number: ORD.B

ORDINANCE NO. 6 5 2 6

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF AUBURN, WASHINGTON, AMENDING
SECTION 19.04.070 OF THE AUBURN CITY CODE
RELATING TO TRAFFIC IMPACT FEE
EXEMPTIONS**

WHEREAS, the City of Auburn is authorized by Chapter 82.02 RCW to require new growth and development within the City to pay a proportionate share of the cost of new facilities to serve such new growth and development through the assessment of impact fees; and

WHEREAS, on April 2, 2001, the City Council approved Ordinance No. 5506 entitled, "The City of Auburn Transportation Impact Fee Ordinance" and,

WHEREAS, Ordinance No. 5506 established a transportation impact fee system for the City; and

WHEREAS, Resolution No. 4103 implemented a new fee structure for the traffic impact fee system for the City; and

WHEREAS, on May 21, 2001, the City Council adopted Ordinance No. 5549 approving a new Downtown Plan that includes policies and implementation strategies intended to foster, enhance and promote the livability and economic vitality of the Auburn Downtown Business District; and

WHEREAS, Auburn Downtown Plan Policy 6-2 'Traffic Impact Fees' states that if the City adopts a traffic impact fee system, consideration should be given to waiving the fee within the downtown with the intent that the waiver sunset after a five year period unless the Council elects to extend it; and

WHEREAS, on December 18, 2006, the City Council approved Ordinance No. 6068 extending the sunset date for the exemption for the Downtown Plan Area for an additional six month period to June 30, 2007; and

WHEREAS, on May 7, 2007, the City Council approved Ordinance No. 6089 establishing Section 19.04.070 (A.9) creating an 'Downtown Catalyst Area' as defined in Section 19.04.020 (FF) of the Auburn City Code with the provision that this exemption would sunset on June 30, 2008, unless otherwise extended by the City Council; and

WHEREAS, on May 19, 2008, the City Council approved Ordinance No. 6178 extending the sunset date for the 'Downtown Catalyst Area' for an additional two year period, to June 30, 2010; and

WHEREAS, on May 17, 2010, the City Council approved Ordinance No. 6308 extending the sunset date for the 'Downtown Catalyst Area' for an additional two year period, to June 30, 2012; and

WHEREAS, on May 21, 2012, the City Council approved Ordinance No. 6412 extending the sunset date for the 'Downtown Catalyst Area' for an additional two year period, to June 30, 2014; and

WHEREAS, the City Council desires to continue the exemption of traffic impact fees for the 'Downtown Catalyst Area' even though the exemption has sunset; and

WHEREAS, RCW 82.02.060 (2) states that local ordinances by which impact fees are imposed may provide an exemption for development activities

with broad public purposes provided that the impact fees from such development activity are paid from public funds other than impact fee accounts; and

WHEREAS, the Council finds that there is value in continuing the traffic impact fee waiver for a portion of the Auburn Downtown Plan area; and

WHEREAS, the Council has found that promoting economic development in the 'Downtown Catalyst Area' is beneficial to the City and serves a broad public purpose.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, DO ORDAIN as follows:

Section 1. Amendment to City Code. That Section 19.04.070 of the Auburn City Code, entitled 'Exemptions,' regarding transportation impact fee exemptions, is hereby amended to read as follows:

19.04.070 Exemptions.

A. The following shall be exempted from the payment of transportation impact fees:

1. Replacement of a structure with a new structure of the same PM peak hour trip generation and use at the same site or lot when such replacement occurs within 12 months of the demolition or destruction of the prior structure.
2. Alterations, expansion, enlargement, remodeling, rehabilitation or conversion of an existing dwelling unit where no additional dwelling units are created and the use is not changed.
3. Alterations of an existing nonresidential structure that does not expand the useable space.
4. Miscellaneous improvements, including but not limited to fences, walls, swimming pools, and signs.
5. A change in use where the increase in PM peak hour trip generation is less than the threshold stated in ACC 19.04.040(B).
6. Demolition, or moving of a structure out of the city.
7. Any building permit application that has been submitted to the department before 5:00 p.m. the business day before the first effective date of the transportation impact fee rate schedule and subsequently determined to be a complete application by the city.

8. All development activity within the "downtown plan area" as defined in ACC 19.04.020(I); provided, that this exemption shall sunset on June 30, 2007, unless otherwise extended by the city council.

9. All development activity within the "downtown catalyst area" as defined in ACC 19.04.020(FF); provided, that this exemption shall sunset on ~~June 30~~ December 31, 2014~~2016~~, unless otherwise extended by the city council.

10. Fifty percent of all development activity within the "downtown catalyst accessory area" as defined in ACC 19.04.020(GG), to the effect that the exemption provided hereby shall be for 50 percent of the applicable transportation impact fees; provided, that this exemption shall sunset on December 31, 2008, unless otherwise extended by the city council.

11. All development activity within the "emergency public interest area" as defined in ACC 19.04.020(HH); provided, that this exemption shall sunset on December 31, 2008, unless otherwise extended by the city council.

Section 2. Implementation. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Section 3. Severability. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance, or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

Section 4. Effective Date This Ordinance shall take effect and be in force five days from and after its passage, approval and publication as provided by law.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

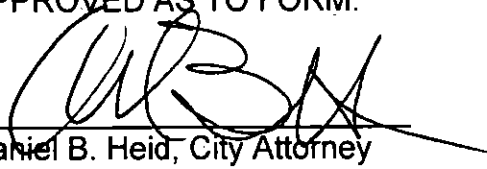
CITY OF AUBURN

**NANCY BACKUS
MAYOR**

ATTEST:

Danielle E. Daskam, City Clerk

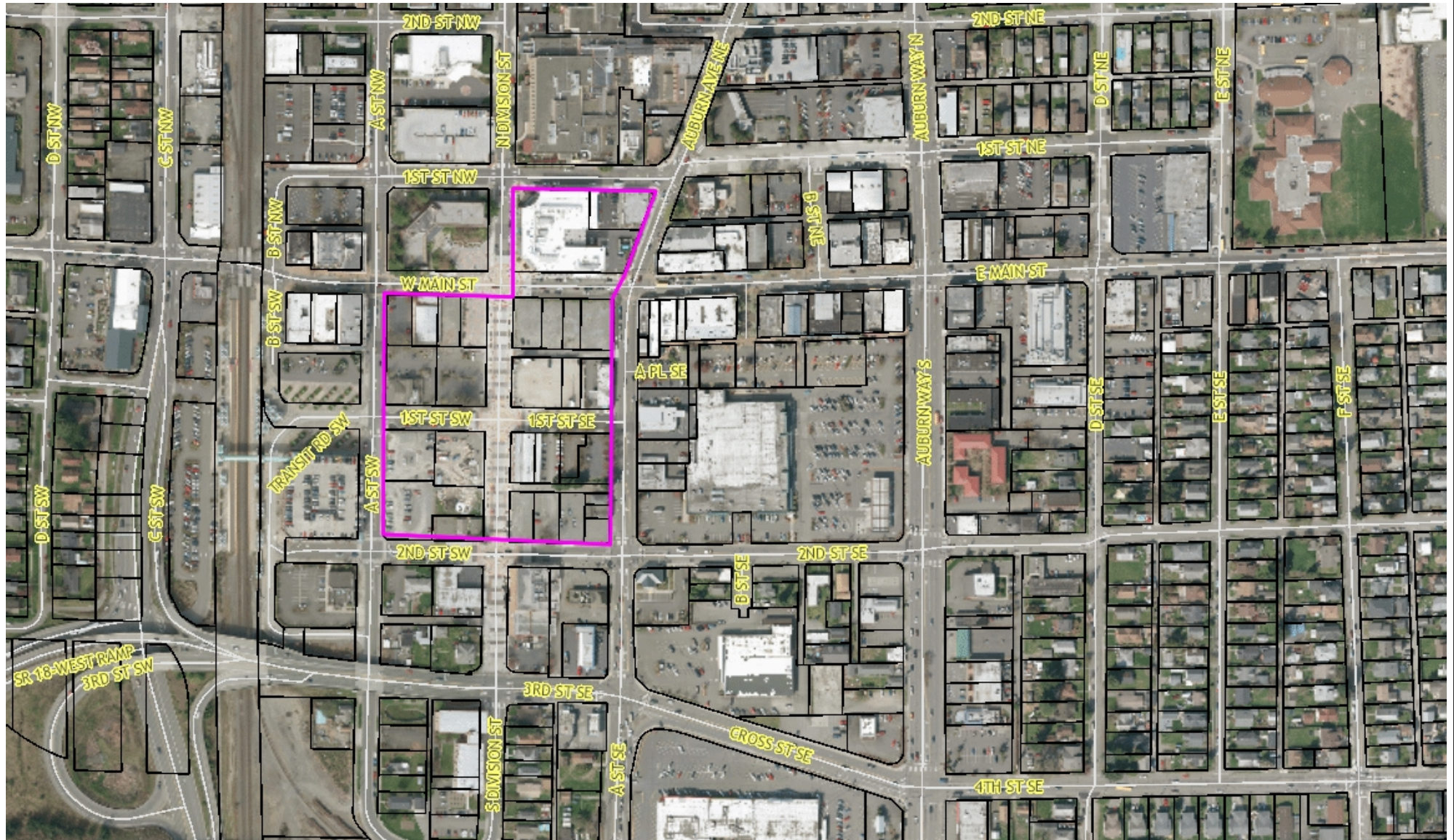
APPROVED AS TO FORM:



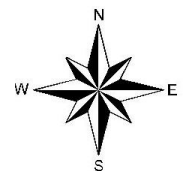
Daniel B. Heid, City Attorney

Published: _____

Downtown Catalyst Area



 Downtown Catalyst Area





AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5085

Date:

July 15, 2014

Department:

Information Services

Attachments:

[Resolution No. 5085](#)

[Sharp Proposal - Res 5085a](#)

Budget Impact:

\$67,646.71

Administrative Recommendation:

City Council adopt Resolution No. 5085.

Background Summary:

The City of Auburn previously leased copiers to support printing and copying needs. Purchasing off the Western States Contracting Alliance (WSCA) Bulk Purchase contract allows the City to purchase these copiers/printers at a significant discount. Estimated return on investment will be achieved in the first year, with ongoing savings equal to approximately \$30,000 annually there after. Current lifecycle based on a 4-5 year operational replacement strategy.

Nine copiers were purchased under this same agreement in 2013. Seven copiers will be replaced, and one copier will be added to accommodate operational needs and efficiencies within the legal/ Clerks office. Innovation & Technology will fund this purchase through 2013 copier savings in 2014.

Reviewed by Council Committees:

Finance, Municipal Services

Councilmember: Wales

Staff: Tiedeman

Meeting Date: August 4, 2014

Item Number: RES.A

RESOLUTION NO. 5 0 8 5

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE AN ADDENDUM TO THE PURCHASE AND MAINTENANCE AGREEMENTS BETWEEN THE CITY AND SHARP BUSINESS SYSTEMS APPROVED BY RESOLUTION NO. 4974 EXECUTED ON AUGUST 5, 2013

WHEREAS, through Resolution Number 4974, executed on August 5, 2013, the City Council of the City of Auburn, Washington, approved and authorized a purchase agreement and a maintenance agreement between the City of Auburn and Sharp Business Systems for copier equipment; and

WHEREAS, several of the City's copiers are at the end of their useful life; and

WHEREAS, it would be advantageous and beneficial for the City to enter into an addendum to the purchase agreement and maintenance agreement with Sharp Business Systems to provide for the copier equipment needs of the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, HEREBY RESOLVES as follows:

Section 1. That the Mayor is hereby authorized to negotiate and execute, as an Addendum to the current Purchase and Maintenance Agreements between the City and Sharp Business Systems for copier equipment, which Addendum shall address the copier equipment needs of the City and with the bulk cash pricing being in substantial conformity with the document attached hereto as Exhibit "A" and incorporated herewith.

Section 2. That the Mayor is authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation.

Section 3. That this Resolution shall take effect and be in full force upon passage and signatures hereon.

Dated and Signed this _____ day of _____, 2014.

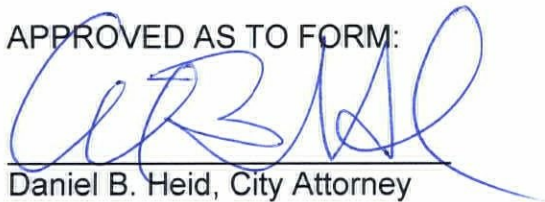
CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

WSCA 7912 Bulk Buy Pricing

City of Auburn



Prepared by:

Denise Webb, Government Account Executive

Denise.Webb@Sharpusa.com

(206) 227-2679 (mobile)

(800) 270 2679) x 4652 or (425) 885 4755 x 4652

July 12, 2014

Reba Stowe
City of Auburn Innovation and Technology
1 East Main Street 3rd Floor
Auburn, WA 98001

Hi Reba,

On behalf of the entire team at Sharp Business Systems we look forward to providing excellent customer service and building a strong business relationship. City of Auburn pricing breakdown is as follows for the 8 leases that have expired with IKON. Please confirm that the cancellations letters have been sent out to the lease company on the equipment as well.

Sharp Model Number	Locations	WCSA #7912 Bulk Cash Price	Service & Supplies CPC
Sharp MX 2640N	Museum	\$ 4,007.25	.00803 B/W Per Copy .049 Color Per Copy
Sharp MX 4140N	HR	\$ 6,204.00	.0073 B/W Per Copy .049 Color Per Copy
Sharp MX 5141N	Parks	\$ 7,340.00	.0073 B/W Per Copy .049 Color Per Copy
Sharp MX 6240N	Print Shop Production Color	\$ 16,947.73	.0073 B/W Per Copy .041 Color Per Copy
Sharp MX 3140N	Mayor	\$ 5,261.38	.00803 B/W Per Copy .049 Color Per Copy
Sharp MX 4141N	Clerks	\$ 6,514.61	.0073 B/W Per Copy .049 Color Per Copy
Sharp MX 5141N	Legal	\$ 7,624.36	.0073 B/W Per Copy .049 Color Per Copy
Sharp MX 5141N	Annex/Engineering	\$ 7,878.50	.0073 B/W Per Copy .049 Color Per Copy
	Equipment Total	\$ 61,777.82 plus sales tax	Set-up, Delivery, Network Installation & Training Included

All Sharp equipment proposed is new and currently in production by Sharp. Under this contract Sharp Business Systems will provide on-site training, all necessary print drivers and software to the City, and will work with the City of Auburn IT staff. As always, please let me know if you have any other questions. Thank you!

Sincerely,

Denise Webb

Sharp Business Systems Government Account Executive
(206) 227 2679 cell or (425) 885 4755 x 4652



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5088

Date:

July 30, 2014

Department:

Public Works

Attachments:

[RES 5088](#)

[Exhibit 1](#)

[Vicinity Map](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5088.

Background Summary:

Resolution No. 5088 authorizes the Mayor to enter into a Construction and Maintenance Agreement with Burlington Northern Santa Fe Railway (BNSF) that supports the construction of the 37th Street and B Street NW Pre-Signal project.

The 37th Street and B Street NW Pre-Signal project will construct a new pre-signal, make modifications to the existing traffic signal, and install advanced railroad pre-emption for the at-grade BNSF rail crossing intersection of 37th St NW and B St NW. This work will also mitigate the impacts from the proposed BNSF third mainline rail anticipated to be constructed in 2015.

The agreement obligates BNSF to construct improvements to its pre-emption system to provide advance notification to the City pre-signal of approaching trains. The agreement obligates the City to pay BNSF for the construction of these improvements, at an estimated cost of approximately \$66,000.00. The cost of the BNSF work is included in the project budget.

Reviewed by Council Committees:

Finance, Public Works

Councilmember: Osborne

Staff: Snyder

Meeting Date: August 4, 2014

Item Number: RES.B

RESOLUTION NO. 5088

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF AUBURN AND BURLINGTON NORTHERN SANTA FE RAILWAY RELATING TO THE 37TH AND B STREET NORTHWEST PRE-SIGNAL PROJECT

WHEREAS, the City desires to improve the safety and efficiency of the at-grade BNSF Railway Company crossing ("crossing") at the intersection of 37th Street NW and B Street NW; and

WHEREAS, the need for improvements at the intersection of 37th Street NW and B Street NW is recognized in Auburn's adopted Transportation Improvement Program; and

WHEREAS, installing a pre-signal at the BNSF railway crossing, thereby mitigating the impacts from the proposed BNSF third mainline rail, will improve the safety and efficiency of the at-grade crossing at the intersection of 37th Street NW and B Street NW; and

WHEREAS, the pre-signal system requires BNSF to upgrade its pre-emption system to provide advance indication of approaching trains at the City's expense; and

WHEREAS, BNSF requires execution of a Construction and Maintenance Agreement to construct the pre-emption system improvements.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, HEREBY RESOLVES as follows:

Resolution No. 5088
August 4, 2014
Page 1

Section 1. The Mayor is hereby authorized to execute a Construction and Maintenance Agreement, in substantial conformity with the agreement attached hereto, marked as Exhibit "1" and incorporated herein by this reference. In addition, the Mayor is hereby authorized to execute any necessary future agreement amendments related to the Construction and Maintenance Agreement.

Section 2. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Section 3. That this Resolution shall take effect and be in full force upon passage and signatures hereon.

Dated and Signed this _____ day of _____, 2014.

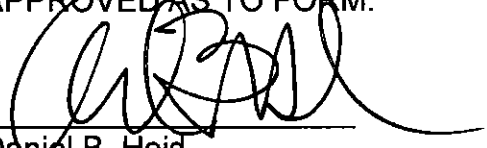
CITY OF AUBURN

NANCY BACKUS
MAYOR

ATTEST:

Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:



Daniel B. Heid,
City Attorney

Resolution No. 5088
August 4, 2014
Page 2

HIGHWAY-RAIL SIGNAL INTERFACE AGREEMENT

BNSF File No.: BF10006373
Mile Post 19.16
Line Segment 051
U.S. DOT Number 085647H
Seattle Subdivision

THIS HIGHWAY-RAIL SIGNAL INTERFACE AGREEMENT (hereinafter called, this “Agreement”), is entered into effective as of _____ (“Effective Date”), by and between BNSF Railway Company, a Delaware Corporation (hereinafter called, “BNSF”), and City of Auburn WA Public Works (hereinafter called, the “Agency”).

WITNESSETH

WHEREAS, BNSF has grade crossing warning devices located at the intersection of 37th Street NW and B Street NW, DOT # 085647H, Line Segment 051, Mile Post 19.16, as indicated on Exhibit A attached hereto and made a part hereof;

WHEREAS, Agency desires to preempt the highway traffic control signals with the grade crossing warning devices shown on Exhibit A; and

WHEREAS, BNSF will allow the Agency to preempt the highway traffic control signals with the grade crossing warning devices shown on Exhibit A subject to the mutual covenants contained in this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. PURPOSE

The purpose of this Agreement is as follows: provide for the installation and maintenance of the improvements described below at the intersection of 37th Street NW and B Street NW at-grade crossing.

2. **SCOPE OF WORK**

- a. The Agency must provide BNSF in writing, using the BNSF Preemption Worksheet attached hereto and made part of this Agreement as Exhibit D, with the total preempt cycle time required from the start of the preempt cycle of highway traffic control signals until the arrival of the train at the highway-rail crossing.
- b. BNSF will provide an interface box with contact terminals, at Agency's expense on the side of the railroad instrument cabin.
- c. Agency or its contractor will place all necessary cable and conduit on Railroad property, as approved by BNSF and in compliance with the BNSF Utility Accommodation Manual <http://www.bnsf.com/communities/faqs/pdf/utility.pdf> , at the locations shown on Exhibit A, attached to and made a part of this Agreement.
- d. The Agency or its contractor will connect the highway traffic control signals to the contact terminals in the interface box including all necessary cable and conduit.
- e. BNSF will provide flagging services, at Agency's sole expense as set forth in more detail on Exhibit C attached to and made a part of this Agreement.
- f. The Agency or its contractor must install the new highway traffic control signals on the existing BNSF cantilever.
- g. An estimate of the actual costs for BNSF work is shown on Exhibit B attached to and made a part of this Agreement. In the event installation of the improvements has not commenced within six (6) months following the effective date of this Agreement, BNSF may, in its sole and absolute discretion, revise the cost estimates set forth on Exhibit B. If the cost estimates are revised, the revised cost estimates will become a part of this Agreement as though originally set forth herein. Any item of work incidental to the items listed on Exhibit B not specifically mentioned therein may be included as a part of this Agreement upon written approval of the Agency, which approval will not be unreasonably withheld.
- h. The Agency must pay BNSF for the actual costs of any work performed by BNSF under this Agreement within thirty (30) days of the date of the invoice for such work. During the construction of the improvements, BNSF may send Agency progressive invoices detailing the costs of the railroad work performed by BNSF under this Agreement. Upon completion of the improvements and all associated work, BNSF will send Agency a detailed invoice of final costs, segregated as to labor and materials for each item in the recapitulation shown on Exhibit B.

Agency must pay the final invoice within ninety (90) days of the date of the final invoice. BNSF will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past its credit terms. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any unposted payments received by the month's end. Finance charges will be noted on invoices sent to Agency under this section.

3. CONSTRUCTION AND MAINTENANCE

- a. BNSF will operate and maintain, at its expense, the necessary relays and the other materials required to preempt the highway traffic control signals with the grade crossing warning devices.
- b. BNSF will to operate and maintain, at its expense, the railroad crossing warning devices up to the contact terminals in the interface box.
- c. The Agency or its contractor must, at the Agency's expense, install the highway traffic control signals up to and including connection to the contact terminals in the interface box including all necessary cable and conduit.
- d. Following installation of the traffic control signals, the Agency will own, operate and maintain, at its expense, the highway traffic control signals up to and including connection to the contact terminals in the interface box including all necessary cable and conduit.
- e. For any future inspections or maintenance, routine or otherwise, performed by subcontractors on behalf of the Agency, Agency shall require the subcontractors to execute the C documents. Prior to performing any future maintenance with its own personnel, Agency shall: comply with all of BNSF's applicable safety rules and regulations; require any Agency employee performing maintenance to complete the safety training program at the BNSF's Internet Website "contractororientation.com"; notify BNSF when, pursuant to the requirements of exhibit C, a flagger is required to be present; procure, and have approved by BNSF's Risk Management Department, a Railroad Protective Liability insurance.

4. PROTECTION OF UNDERGROUND SYSTEMS

- a. Agency and its contractor is placed on notice that fiber optic, communication and other cable lines and systems (collectively, the "Lines") owned by various telecommunications or utility companies may be buried on BNSF's property or right-of-way. The Agency or its contractor must contact appropriate personnel to

have the Lines located and make arrangements with the owner of the Lines regarding protective measures that must be followed prior to the commencement of any work on BNSF's property. The Agency or its contractor will be responsible for contacting BNSF and the telecommunications or utility companies and notifying them of any work that may damage these Lines or facilities and/or interfere with their service. The Agency or its contractor must also mark all Lines in order to verify their locations. Agency or its contractor must also use all reasonable methods when working in the BNSF right-of-way or on BNSF property to determine if any other Lines (fiber optic, cable, communication or otherwise) may exist.

- b. Agency or its contractor will be responsible for the rearrangement of any facilities or Lines determined to interfere with the installation or construction of the improvements. Agency and/or its Contractor must cooperate fully with any telecommunications or utility company(ies) in performing such rearrangements.
- c. Failure to mark or identify Lines will be sufficient cause for BNSF to stop construction at no cost to BNSF until these items are completed.
- d. In addition to the liability terms contained elsewhere in this Agreement, Agency and its contractor hereby indemnify, defend and hold harmless BNSF for, from and against all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of Agency or its contractor, subcontractors, agents and/or employees that cause or in any way or degree contribute to (1) any damage to or destruction of any Lines on BNSF's property or within BNSF's right-of-way, (2) any injury to or death of any person employed by or on behalf of (a) any telecommunications or utility company, (b) Agency's contractor or subcontractors, or (c) Agency, and (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of such telecommunications or utility company(ies). **THE LIABILITY ASSUMED BY AGENCY OR ITS CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF BNSF.**

5. INDEMNIFICATION

- a. Agency hereby indemnifies, defends and holds harmless BNSF for, from and against any and all claims, suits, losses, damages, costs and expenses for injury to or death to third parties or BNSF's officers and employees, and for loss and damage to property belonging to any third parties (including damage to the

property of BNSF officers and employees), to the extent caused by the negligence of the Agency or any of its employees, agents or contractors. The Agency also releases BNSF from and waives any claims for injury or damage to the Agency's highway traffic control signals or other equipment which may occur as a result of any of the work provided for in this Agreement or the operation or the maintenance thereafter of any of the Agency's highway traffic control signals, cables, connections at and about the grade crossing.

- b. To the fullest extent permitted by law, Agency hereby releases, indemnifies, defends and holds harmless BNSF and BNSF's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, employees and agents for, from and against any and all claims, suits, liabilities, losses, damages, costs and expenses (including, without limitation, attorneys fees and court costs) for injury to or death to Agency employees, agents or representatives arising out of, resulting from or related to any act or omission of Agency or any work performed on or about BNSF's property or right-of-way. **THE LIABILITY ASSUMED BY THE AGENCY IN THIS PROVISION WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILROAD, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE SOLE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF BNSF.**
- c. The Agency further agrees, at its expense, in the name and on behalf of BNSF, that it will adjust and settle any claims made against BNSF and will appear and defend any suits or actions at law or in equity brought against BNSF on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by the Agency under this Agreement for which BNSF is alleged to be liable. BNSF will give notice to the Agency in writing of the receipt of pendency of such claims and thereupon the Agency must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against BNSF, BNSF may forward the summons and complaint or process in connection therewith to the Agency, and the Agency must defend, adjust or settle such suits and protect, indemnify, and save harmless BNSF from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

6. AGENCY CONTRACTOR REQUIREMENTS

- a. While on or about BNSF property, Agency and its contractors must fully comply with BNSF's "Contractor Requirements" set forth in Exhibit "C" attached to and made a part of this Agreement. The "Contractor Requirements" include clearance

requirements and personal protective equipment requirements. Agency and its contractors will be responsible for becoming familiar with BNSF's "Contractor Requirements". Prior to entering BNSF property, Agency's Contractor must execute Exhibit C-1 attached to and made a part of this Agreement."

- b. Prior to entering BNSF property, each person providing labor, material, supervision or services connected with the work to be performed on or about BNSF property must complete the safety training program (hereinafter called "BNSF Contractor Safety Orientation") at the following internet website: "www.contractororientation.com". Agency must ensure that each of its contractors, employees, subcontractors, agents or invitees completes the BNSF Contractor Safety Orientation before any work is performed under this Agreement. Additionally, Agency must ensure that each and every contractor, employee, subcontractor, agent or invitee possesses a card certifying completion of the BNSF Contractor Safety Orientation prior to entering BNSF property. Agency must renew the BNSF Contractor Safety Orientation annually.
- c. Prior to entering BNSF property, Agency or its contractors must prepare and implement a safety action plan acceptable to BNSF. Agency must audit compliance with the plan during the course of Agency's work. A copy of the plan and audit results must be kept at the work site and will be available for inspection by BNSF at all reasonable times.

7. INSURANCE

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

- A. Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by the Contractor. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

- ◆ Bodily Injury and Property Damage
- ◆ Personal Injury and Advertising Injury
- ◆ Fire legal liability
- ◆ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.

- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- ◆ Additional insured endorsement in favor of and acceptable to Railway.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to **Railway** employees.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ◆ Bodily injury and property damage
- ◆ Any and all vehicles owned, used or hired

The policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- ◆ Additional insured endorsement in favor of and acceptable to Railway.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- ◆ Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to Railway.

D. Railroad Protective Liability insurance naming only the **Railway** as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:

- ◆ Endorsed to include the Pollution Exclusion Amendment
- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ◆ Endorsed to remove any exclusion for punitive damages.
- ◆ No other endorsements restricting coverage may be added.
- ◆ The original policy must be provided to the **Railway** prior to performing any work or services under this Agreement
- ◆ Definition of “Physical Damage to Property” shall be endorsed to read: “means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured’ care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway’s Blanket Railroad Protective Liability Insurance Policy.

Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

Contractor agrees to waive its right of recovery against **Railway** for all claims and suits against **Railway**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railway** for all claims and suits. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against **Railway** for loss of its owned or leased property or property under Contractor’s care, custody or control.

Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Contractor is not allowed to self-insure without the prior written consent of **Railway**. If granted by **Railway**, any self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all **Railway** liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor’s insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing services, Contractor shall furnish to **Railway** an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

BNSF Railway Company
c/o CertFocus
P.O. Box 140528
Kansas City, MO 64114
Toll Free: 877-576-2378
Fax number: 817-840-7487
Email: BNSF@certfocus.com
www.certfocus.com

Contractor shall notify **Railway** in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration.

Any insurance policy shall be written by a reputable insurance company acceptable to **Railway** or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.

Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.

Not more frequently than once every five years, **Railway** may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein, naming **Railway** as an additional insured, and shall require that the subcontractor shall release, defend and indemnify **Railway** to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify **Railway** herein.

Failure to provide evidence as required by this section shall entitle, but not require, **Railway** to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor

including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by **Railway** shall not be limited by the amount of the required insurance coverage.

In the event of a claim or lawsuit involving **Railway** arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.

These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

For purposes of this section, **Railway** shall mean “Burlington Northern Santa Fe LLC”, “BNSF Railway Company” and the subsidiaries, successors, assigns and affiliates of each.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BNSF RAILWAY COMPANY

By: _____

Printed Name: Richard W Wagner

Title: Manager Public Projects, NW Division

AGENCY

By: _____

Printed Name: _____

Title: _____

RES.B

EASTWARD APPR. 4171'
79 MPH

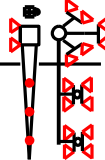
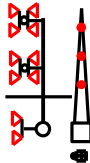
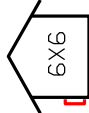
WESTWARD APPR. 4171'
79 MPH

120' MIN.

50' MIN.

41'

50' MIN.



37TH AVE.

INSTALL: LED'S & ADVANCED PREEMPTION CIRCUITS

CONTROL DEVICES: CONSTANT WARNING

BOLD - IN ~~SALVAGE~~ - OUT SALVAGE: NONE

DOT # 085 647 H



INSTRUMENT HOUSE

BELL

METER

CROSSING CONTROLL CONNECTIONS

BIDIRECTIONAL CROSSING CONTROL

UNIDIRECTIONAL CROSSING CONTROL

COUPLER OR TERMINATION

GUARD RAIL

Warning device placement:

Clearance to C.L. Track = Min. 12'

Edge of Road to C.L. Foundation:

Min. 4'3" with curb,

Min. 8'3" without curb,

Max. 12'

House Clearance:

25' Min. to Near Rail

30' Min. to Edge of Road

ALL LIGHTS TO BE LED

BNSF RAILWAY CO.

LOCATION: AUBURN, WA.

STREET: 37TH AVE.

LS: 0051

M.P. 19.16

DOT # 085 647 H

DIVISION: NORTHWEST

SUBDIVISION: SEATTLE

KANSAS CITY

NO SCALE

DATE: 01/31/2014

FILE: 0051019_16.dgn

JWM

CEPS PLAN ITEM DOCUMENT

(FOR INTERNAL BNSF RAILWAY USE ONLY)

LOCATION : AUBURN	LINE SEGMENT : 51	AFE NUMBER :
PLANITEM NUMBER : PSI085647H	MILEPOST : 19.16	RFA NUMBER :
PROPERTY OF : BNSF RAILWAY COMPANY	DIVISION : NW	CPAR NUMBER :
OPERATED BY : BNSF RAILWAY COMPANY	SUBDIVISION : SEATTLE	BUDGET YEAR : 2014
JOINT FACILITY : CITY OF AUBURN WA	ENGR. DIVISION : NORTHWEST NORTH	BUDGET CLASS : 10
% BILLABLE (+/-) : 100.0	TAX STATE : WA, CO: KING	REPORTING OFFICE : 461
REQUESTOR ID : S180	MATL DATE :	SPONSOR : VP ENGINEERING
PROJECT TYPE : SGX	LOCATION CODE : 511036	DEPT CODE : MOWGH
DOT NUMBER : 085647H	TRACK TYPE : 1	DERAILMENT CODE :
STIMULUS FUND TYPE :	STIMULUS STATUS :	

PURPOSE, JUSTIFICATION AND DESCRIPTION

INSTALL ADVANCED PREEMPTION CIRCUITS AT 37TH STREET IN AUBURN WA. NORTHWEST DIV. SEATTLE SUBDIV. LS 0051 MP 19.16.
DOT#085647H. SEQ. #40563

MONTHLY POWER UTILITY COST CENTER: 61504

THE MATERIAL LIST BELOW REFLECTS TYPICAL REPRESENTATIVE PACKAGES USED FOR ESTIMATING PURPOSE ONLY.
THEY CAN BE EXPECTED TO CHANGE AFTER THE ENGINEERING PROCESS, DETAILED AND ACCURATE MATERIAL LISTS WILL BE
FURNISHED WHEN ENGINEERING IS COMPLETED.
CONTINUING CONTRACTS HAVE BEEN ESTABLISHED FOR PORTIONS OF SIGNAL WORK ON THE BNSF RAILROAD.
THIS ESTIMATE GOOD FOR 90 DAYS. THEREAFTER THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR MATERIAL, LABOR, AND
OVERHEADS.

***** SIGNAL WORK ONLY *****

THE CITY OF AUBURN IS FUNDING THIS PROJECT 100%.

MAINTAIN PROPRIETARY CONFIDENTIALITY

	CASH CAPITAL	NONCASH CAPITAL	OPERATING EXP	REMOVAL COSTS	BILLABLE	TOTALS
LABOR COSTS	0	0	0	0	10,427	10,427
MATERIAL COSTS	0	0	0	0	38,254	38,254
OTHER COSTS	0	0	0	0	17,069	17,069
TOTALS	0	0	0	0	65,750	65,750

SYSTEM MAINTENANCE AND PLANNING - KANSAS CITY
ESTIMATE REF. NUMBER : PSI085647H - 2--2S
COSTING DATE : 01/24/2014

PRINTED ON : 01/31/2014
ESTIMATED BY : MCMURPHEY
PRINTED BY : MCMURPHEY

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
CITY OF AUBURN WA

LOCATION AUBURN	DETAILS OF ESTIMATE	PLAN ITEM : PSI085647H	VERSION : 2
PURPOSE, JUSTIFICATION AND DESCRIPTION			

INSTALL ADVANCED PREEMPTION CIRCUITS AT 37TH STREET IN AUBURN WA. NORTHWEST DIV. SEATTLE SUBDIV. LS 0051 MP 19.16.
DOT#085647H. SEQ. #40563

MONTHLY POWER UTILITY COST CENTER: 61504

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OVERHEADS.

***** SIGNAL WORK ONLY *****

THE CITY OF AUBURN IS FUNDING THIS PROJECT 100%.

MAINTAIN PROPRIETARY CONFIDENTIALITY

DESCRIPTION	QUANTITY U/M	COST	TOTAL \$

LABOR			

SIGNAL FIELD LABOR - CAP	120.0 MH	3,360	
PAYROLL ASSOCIATED COSTS		2,216	
DA OVERHEADS		3,348	
EQUIPMENT EXPENSES		939	
INSURANCE EXPENSES		564	
TOTAL LABOR COST		10,427	10,427

MATERIAL			

3 ISLAND RELAY	3.0 EA	2,100	
APT JCT BOX	1.0 EA	450	
CABLE	1.0 LS	3,200	
GATE DN RELAYS	1.0 EA	700	
HAWK 48 DIM	1.0 EA	1,400	
LED, LIGHT ADJUSTMENT	28.0 EA	7,000	
PRE-EMPT RELAYS	3.0 EA	2,100	
PRE-EMPT TIMER RELAY	3.0 EA	8,565	
RECORDER, EVENT	1.0 EA	3,800	
SHUNT, NBS	4.0 EA	3,784	
MATERIAL HANDLING		1,654	
USE TAX		3,090	
OFFLINE TRANSPORTATION		411	
TOTAL MATERIAL COST		38,254	38,254

OTHER			

CONTRACT ENGR.	1.0 EA	5,500	
DIRECTIONAL BORING	100.0 FT	5,000	
TOTAL OTHER ITEMS COST		10,500	10,500
PROJECT SUBTOTAL			59,181
CONTINGENCIES			5,918
BILL PREPARATION FEE			651
GROSS PROJECT COST			65,750
LESS COST PAID BY BNSF			0
TOTAL BILLABLE COST			65,750

EXHIBIT "C"

[Insert Exhibit C (Form 0102) here]

EXHIBIT "C"

CONTRACTOR REQUIREMENTS

1.01 General:

- **1.01.01** The Contractor must cooperate with **BNSF RAILWAY COMPANY**, hereinafter referred to as "**Railway**" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of **37th 085647H at B Street Preemption**.
- **1.01.02** The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to **Rosa Martinez** at Marsh, USA, 214-303-8519.
- **1.01.03** The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.
- **1.01.04** The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any

such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:

- **1.01.05** The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.
- **1.01.06** The Contractor must notify **(Agency)** at _____ and Railway's Manager Public Projects, telephone number (____) _____ at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file _____.
- **1.01.07** For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering

Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.

- **1.01.08** Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

1.02 Contractor Safety Orientation

- **1.02.01** No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.contractororientation.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.

1.03 Railway Requirements

- **1.03.01** The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.
- **1.03.02** The Contractor must notify the Railway's Division Engineer _____ at (_____) _____ and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.

- **1.03.03** The Contractor must abide by the following temporary clearances during construction:
 - 15'-0" Horizontally from centerline of nearest track
 - 21'-6" Vertically above top of rail
 - 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
 - 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
 - 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
 - 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts
- **1.03.04** Upon completion of construction, the following clearances shall be maintained:
[Note to Drafter: The vertical clearance should mirror the final negotiated design clearance]
 - 25' Horizontally from centerline of nearest track
 - 23' 6" Vertically above top of rail
- **1.03.05** Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the **(Agency)** and must not be undertaken until approved in writing by the Railway, and until the **(Agency)** has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.
- **1.03.06** In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.
- **1.03.07** The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by **(Agency)** for approval before work is undertaken and this work must not be undertaken until approved by the Railway.
- **1.03.08** At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.

- **1.03.09** Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the **Railway's Resource Operations Center at 1(800) 832-5452**, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.
- **1.03.10** The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

1.04 Contractor Roadway Worker on Track Safety Program and Safety Action Plan:

- **1.04.01** Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site www.contractororientation.com, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.

[Note to Drafter: when appropriate insert e-RailSafe language as follows:

- **1.04.02** Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services for Railroad under this Agreement which are determined by Railroad in its sole discretion **a)** to be on Railroad's property, or **b)** that require access to Railroad Critical Infrastructure, Railroad Critical Information Systems, Railroad's Employees, Hazardous Materials on Railroad's property or is being transported by or otherwise in the custody of Railroad, or Freight in Transit involving Railroad.

The required background screening shall at a minimum meet the rail industry background

screening criteria defined by the e-RAILSAFE Program as outlined at <http://www.e-railsafe.com>, in addition to any other applicable regulatory requirements.

Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to participate in the Program on their behalf and to release completed background information to Railroad's designee. Contractor shall be subject to periodic audit to ensure compliance.

Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railroad shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized identification badge issued by a background screening service meeting the standards set forth in the e-RAILSAFE Program, or who in Railroad's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad's operations, assets or personnel.

Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.

1.05 Railway Flagger Services:

- **1.05.01** The Contractor must give Railway's **Roadmaster (telephone _____)** a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.
- **1.05.02** Unless determined otherwise by Railway's Project Representative, Railway flagger will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:
 - **1.05.02a** When, upon inspection by Railway's Representative, other conditions warrant.

- **1.05.02b** When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.
- **1.05.02c** When work in any way interferes with the safe operation of trains at timetable speeds.
- **1.05.02d** When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
- **1.05.02e** Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.
- **1.05.03** Flagging services will be performed by qualified Railway flaggers.
 - **1.05.03a** Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.
 - **1.05.03b** Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.
 - **1.05.03c** The cost of flagger services provided by the Railway will be borne by **(Agency)**. The estimated cost for one (1) flagger is approximately between \$800.00-\$1,600.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**
 - **1.05.03d** The average train traffic on this route is _____ freight trains per 24-hour period at a timetable speed _____ MPH and _____ passenger trains at a timetable speed of _____ MPH.

1.06 Contractor General Safety Requirements

- **1.06.01** Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.
- **1.06.02** Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).
- **1.06.03** Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.
- **1.06.04** When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.
- **1.06.05** Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.
- **1.06.06** Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.
- **1.06.07** For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.

- **1.06.08** All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, www.contractororientation.com, however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**
- **1.06.09 THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.**
- **1.06.10** Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)
- **1.06.11** Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.
- **1.06.12** All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

1.07 Excavation:

- **1.07.01** Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Field Engineering Representative (_____)**. All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**
- **1.07.02** The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.
- **1.07.03** All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.
- **1.07.04** Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

1.08 Hazardous Waste, Substances and Material Reporting:

- **1.08.01** If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery: (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties: and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

1.09 Personal Injury Reporting

- **1.09.01** The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.



NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

(If injuries are in connection with rail equipment accident/incident, highway rail grade crossing accident or automobile accident, ensure that appropriate information is obtained, forms completed and that data entry personnel are aware that injuries relate to that specific event.)

Injured Person Type:

☐ Passenger on train (C)

☐ Non-employee (N)

(i.e., emp of another railroad, or, non-BNSF emp involved in vehicle accident, including company vehicles)

☐ Contractor/safety sensitive (F)

☐ Contractor/non-safety sensitive (G)

☐ Volunteer/safety sensitive (H)

☐ Volunteer/other non-safety sensitive (I)

☐ Non-trespasser (D) - to include highway users involved in highway rail grade crossing accidents who did not go around or through gates

☐ Trespasser (E) - to include highway users involved in highway rail grade crossing accidents who went around or through gates

☐ Non-trespasser (J) - Off railroad property

If train involved, Train ID:

Transmit attached information to Accident/Incident Reporting Center by:

Fax 1-817-352-7595

or by Phone 1-800-697-6736

or email to: Accident-Reporting.Center@BNSF.com

Officer Providing Information:

(Name)

(Employee No.)

(Phone #)

**REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM DISCLOSURE
PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490**



NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

INFORMATION REQUIRED TO BE COLLECTED PURSUANT TO FEDERAL REGULATION. IT SHOULD BE USED FOR COMPLIANCE WITH FEDERAL REGULATIONS ONLY AND IT IS NOT INTENDED TO PRESUME ACCEPTANCE OF RESPONSIBILITY OR LIABILITY.

1. Accident City/St:	_____	2. Date:	_____	Time:	_____
County:	_____	3. Temperature:	_____	4. Weather:	_____
(if non BNSF location)					
Mile Post / Line Segment: _____					
5. Driver's License No (and state) or other ID:			SSN (required): _____		
6. Name (last, first, mi): _____					
7. Address:		City:	St:	Zip:	
_____		_____	_____	_____	
8. Date of Birth:		and/or Age:		Gender:	
_____		_____		_____	
		(if available)			
Phone Number:		Employer:			
_____		_____			
9. Injury:		10. Body Part:			
_____		_____			
(i.e., Laceration, etc.)		(i.e., Hand, etc.)			
11. Description of Accident (To include location, action, result, etc.):					

12. Treatment:					
☐ First Aid Only					
☐ Required Medical Treatment					
☐ Other Medical Treatment					

13. Dr. Name:			Date:		
_____			_____		
14. Dr. Address:					
Street:		City:	St:	Zip:	
_____		_____	_____	_____	
15. Hospital Name:					

16. Hospital Address:					
Street:		City:	St:	Zip:	
_____		_____	_____	_____	
17. Diagnosis:					

EXHIBIT "C-1"

Agreement Between BNSF RAILWAY COMPANY and the CONTRACTOR

Railway File: _____

Agency Project: _____

<%Contractor.LegalName%> [Insert contractor's legal name here](hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") dated _____, 201_, **[***Drafter's Note: insert the date of the contract between the Agency and the Contractor here]** with **[Drafter's Note: insert the name of the Agency here]** for the performance of certain work in connection with the following project: _____ Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for **[insert Agency name here]** (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Agreement, has agreed and does hereby agree with Railway as follows:

1) RELEASE OF LIABILITY AND INDEMNITY

Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE**

INTENSIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY. [*Note to Drafter: In Arizona, California, Idaho, Illinois, Louisiana, Minnesota, Mississippi, Nebraska, New Mexico, and Wyoming check with the Law Department or appropriate local counsel to ensure that the indemnity language is enforceable.**

In California and Wyoming, replace the word "GROSS" in the last sentence with the word "SOLE" In California replace the word "INTENTIONAL" in the last sentence with the word "WILLFUL".

In Washington, replace the preceding sentence in uppercase bold with the following:

This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of Railway or its contractors, agents or employees; Provided, that if the claims or damages are caused by or result from the concurrent negligence or other acts or omissions of (a) Railway, its contractors, agents or employees and (b) Contractor, its subcontractors, agents or employees, this provision shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, agents or employees.

It is mutually negotiated between the parties that the indemnification obligation shall include all claims brought by Contractor's employees against Railway, its agents, servants, employees or otherwise, and Contractor expressly waives its immunity under the industrial insurance act (RCW Title 51) and assumes potential liability for all actions brought by its employees.

THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.

Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law. **THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE.** *****Note to Drafter: In Washington, delete the preceding sentence in bold, as it is not enforceable.**

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

2) TERM

This Agreement is effective from the date of the Agreement until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

3) INSURANCE

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

B. Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by the Contractor. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

- ◆ Bodily Injury and Property Damage
- ◆ Personal Injury and Advertising Injury
- ◆ Fire legal liability
- ◆ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- ◆ Additional insured endorsement in favor of and acceptable to Railway.
- ◆ Separation of insureds.

- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to **Railway** employees.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

- B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ◆ Bodily injury and property damage
- ◆ Any and all vehicles owned, used or hired

The policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- ◆ Additional insured endorsement in favor of and acceptable to Railway.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

- C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- ◆ Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to Railway.

- E. Railroad Protective Liability insurance naming only the **Railway** as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:

- ◆ Endorsed to include the Pollution Exclusion Amendment
- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ◆ Endorsed to remove any exclusion for punitive damages.
- ◆ No other endorsements restricting coverage may be added.
- ◆ The original policy must be provided to the **Railway** prior to performing any work or services under this Agreement
- ◆ Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway's Blanket Railroad Protective Liability Insurance Policy.

Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

Contractor agrees to waive its right of recovery against **Railway** for all claims and suits against **Railway**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railway** for all claims and suits. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against **Railway** for loss of its owned or leased property or property under Contractor's care, custody or control.

Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Contractor is not allowed to self-insure without the prior written consent of **Railway**. If granted by **Railway**, any self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all **Railway** liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing services, Contractor shall furnish to **Railway** an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:



BNSF Railway Company
c/o CertFocus
P.O. Box 140528
Kansas City, MO 64114
Toll Free: 877-576-2378
Fax number: 817-840-7487
Email: BNSF@certfocus.com
www.certfocus.com

Contractor shall notify **Railway** in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration.

Any insurance policy shall be written by a reputable insurance company acceptable to **Railway** or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.

Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.

Not more frequently than once every five years, **Railway** may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein, naming **Railway** as an additional insured, and shall require that the subcontractor shall release, defend and indemnify **Railway** to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify **Railway** herein.

Failure to provide evidence as required by this section shall entitle, but not require, **Railway** to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by **Railway** shall not be limited by the amount of the required insurance coverage.

In the event of a claim or lawsuit involving **Railway** arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.

These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

For purposes of this section, **Railway** shall mean "Burlington Northern Santa Fe LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

4) SALES AND OTHER TAXES

In the event applicable sales taxes of a state or political subdivision of a state of the United States are levied or assessed in connection with and directly related to any amounts invoiced by Contractor to Railway ("Sales Taxes"), Railway shall be responsible for paying only the Sales Taxes that Contractor separately states on the invoice or other billing documents provided to Railway; *provided, however*, that (i) nothing herein shall preclude Railway from claiming whatever Sales Tax exemptions are applicable to amounts Contractor bills Railway, (ii) Contractor shall be responsible for all sales, use, excise, consumption, services and other taxes which may accrue on all services, materials, equipment, supplies or fixtures that Contractor and its subcontractors use or consume in the performance of this Agreement, (iii) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) that Contractor fails to separately state on the invoice or other billing documents provided to Railway or fails to collect at the time of payment by Railway of invoiced amounts (except where Railway claims a Sales Tax exemption), and (iv) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) if Contractor fails to issue separate invoices for each state in which Contractor delivers goods, provides services or, if applicable, transfers intangible rights to Railway.

Upon request, Contractor shall provide Railway satisfactory evidence that all taxes (together with any penalties, fines or interest thereon) that Contractor is responsible to pay under this Agreement have been paid. If a written claim is made against Contractor for Sales Taxes with respect to which Railway may be liable for under this Agreement, Contractor shall promptly notify Railway of such claim and provide Railway copies of all correspondence received from the taxing authority. Railway shall have the right to contest, protest, or claim a refund, in Railway's own name, any Sales Taxes paid by Railway to Contractor or for which Railway might otherwise be responsible for under this Agreement; *provided, however*, that if Railway is not permitted by law to contest any such Sales Tax in its own name, Contractor shall, if requested by Railway at Railway's sole cost and expense, contest in Contractor's own

name the validity, applicability or amount of such Sales Tax and allow Railway to control and conduct such contest.

Railway retains the right to withhold from payments made under this Agreement amounts required to be withheld under tax laws of any jurisdiction. If Contractor is claiming a withholding exemption or a reduction in the withholding rate of any jurisdiction on any payments under this Agreement, before any payments are made (and in each succeeding period or year as required by law), Contractor agrees to furnish to Railway a properly completed exemption form prescribed by such jurisdiction. Contractor shall be responsible for any taxes, interest or penalties assessed against Railway with respect to withholding taxes that Railway does not withhold from payments to Contractor.

5) EXHIBIT "C" CONTRACTOR REQUIREMENTS

The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Agreement, and the Contractor Requirements set forth on Exhibit "C" attached to the Agreement and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site. Contractor shall execute a Temporary Construction Crossing Agreement or Private Crossing Agreement (<http://www.bnsf.com/communities/faqs/permits-real-estate/>), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.

6) TRAIN DELAY

Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.

For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway

does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. The rate then in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of train delay pursuant to this agreement.

Contractor and its subcontractors must give Railway's representative () weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.

Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.



IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

<%Contractor.LegalName%>

BNSF Railway Company

By: _____

By: _____

Printed Name: _____

Name: _____

Manager Public Projects

Title: _____

Accepted and effective this _____ day of 20__.

Contact Person: _____

Address: _____

City: _____

State: _____ Zip: _____

Fax: _____

Phone: _____

E-mail: _____



Has Form been revised for this request?

☐ YES, Revision Date:☒ NO

HIGHWAY-RAIL GRADE CROSSING TRAFFIC SIGNAL PREEMPTION REQUEST FORM

The Road Authority traffic controller circuitry requires railroad preemption contacts to initiate the preemption sequence. Per BNSF standard, we will provide normally closed "dry" preemption relay contacts to interconnect the railroad active warning system to the Road Authority traffic signal controller assembly. These contacts are rated at 4 amps. With no trains in the area, these contacts remain closed. The Road Authority Traffic Department will be responsible for installing the interconnection cable between the traffic signal controller and the crossing warning signal control housing. If exit gates are utilized, the Road Authority Traffic Department will be responsible for installing and maintaining the "in pavement" vehicle detection loops from the street to the cable junction box.

To estimate and or design the crossing warning system, BNSF needs to know certain timing parameters.

Definitions:

"Advance Preemption" – The system will be designed to open the preemption contacts for a predetermined amount of time (Advance Preemption Time) prior to activation of the warning devices (flashing lights).

"Simultaneous Preemption" – The system will be designed to open the preemption contact at the same time the warning devices (flashing lights) are activated. Additional warning time may be requested.

"Gate Down Logic" – Per BNSF standard, we will provide normally open "dry" gate down relay contacts to interconnect the crossing warning system to the Road Authority traffic signal controller assembly. These contacts are rated at 4 amps. The system will be designed to close the gate down contacts upon the gates arrival in the down position. This logic is normally utilized to hold track clearance green until the gates are down since the time from preemption to gate down will vary depending upon the traffic signal cycle.

"Minimum Warning Time" – Per the MUTCD and FRA regulations, BNSF must provide at least 20 seconds of warning time for through trains (typically main track applications). However, per BNSF standards for constant warning time train detection equipment, the system will be designed to provide a "nominal" warning time of 30 seconds to ensure MUTCD/FRA minimums are met and to compensate for accelerating trains and ballast conditions.

"Minimum Track Clearance Distance" – For standard two-quadrant railroad warning devices, the minimum track clearance distance is the length along a highway at one or more railroad tracks, measured either from the railroad stop line, warning device or 12 ft. perpendicular to the far rail, along the centerline or edge line of the highway, as appropriate, to obtain the longer distance. For locations with exit gate warning devices, the minimum track clearance distance is the length along a highway at one or more railroad tracks, measured either from the railroad stop line or entrance warning device to the point clear of the exit gate. Note that in cases where the exit gate arm is parallel to the track(s) and/or not perpendicular to the roadway, clearance will be either along the centerline or edge line of the highway, as appropriate, to obtain the longer distance.

When (entrance) gates are used they are typically designed to start their decent within 3 to 5 seconds of the warning lights flashing, descend in an additional 10 to 15 seconds, and reach horizontal at least 5 seconds prior to train arrival per FRA regulations.

The length of the railroad's control circuit approach distance is directly related to the amount of requested "Advanced Preemption Time" (APT). Typically, the longer the APT requirement is, the longer the approach distance, and thus the more control equipment that will be required.

With the above items in mind, please provide the following information to help us process your request:

Date: 03/05/2014

Request by (name/title): Jacob Sweeting, PE

Crossing Street Name: 37th Street NW

DOT #: 085647H

Parallel Street Name: B Street NW

District: _____

City: Auburn

County: King

State: Washington

Traffic Engineer: Jacob Sweeting, PE

Phone: 2538043118

E-mail: jsweeting@auburnwa.gov

1) Is this request for Simultaneous Preemption? ☐ YES ☒ NO

If "Yes" what is your requested Additional Warning Time? (if Additional Warning Time is required) _____ Seconds.

2) Is this request for Advanced Preemption? ☒ YES ☐ NO

If "Yes" what is your requested Advanced Preemption Time? 23 Seconds.

3) Will this location utilize exit gates? ☐ YES ☒ NO

The following questions should be completed if this location utilizes exit gates:

The exit gate arm(s) shall operate in one of the following modes of operation known as the EGOM (exit gate operating mode):

a. Dynamic EGOM – A mode of operation where exit gate operation is based on presence of vehicles within minimum track clearance distance (MTCD).

1) The exit gate arm(s) shall be designed to start downward motion after the vehicle detection system indicates no vehicles are located within the MTCD and any (optional) exit gate clearance time has completed timing. Note that the entrance gate arm(s) and the exit gate arm(s) may start downward motion almost simultaneously if no vehicles are located within the MTCD.

b. Timed EGOM – A mode of operation where exit gate operation is based on a predetermined time interval. This mode may be used if the vehicle detection system (Dynamic EGOM) is unhealthy.

1) The exit gate arm(s) shall be designed to start downward motion a predetermined number of seconds after the entrance gate arm(s) start downward motion. Note that the entrance gate arms(s) may or may not be fully horizontal at the time the exit gate arm(s) start downward motion. This timed value is known as the exit gate clearance time (EGCT).

1) The BNSF standard is to use Dynamic EGOM and revert to Timed EGOM if the vehicle detection system is unhealthy. Is this operation acceptable? ☐ YES ☐ NO

2) When operating in "Dynamic" exit gate operating mode, how much exit gate clearance time (optional) do you request? _____ seconds.

3) When operating in "Timed" exit gate operating mode how much exit gate clearance time do you request? _____ seconds.

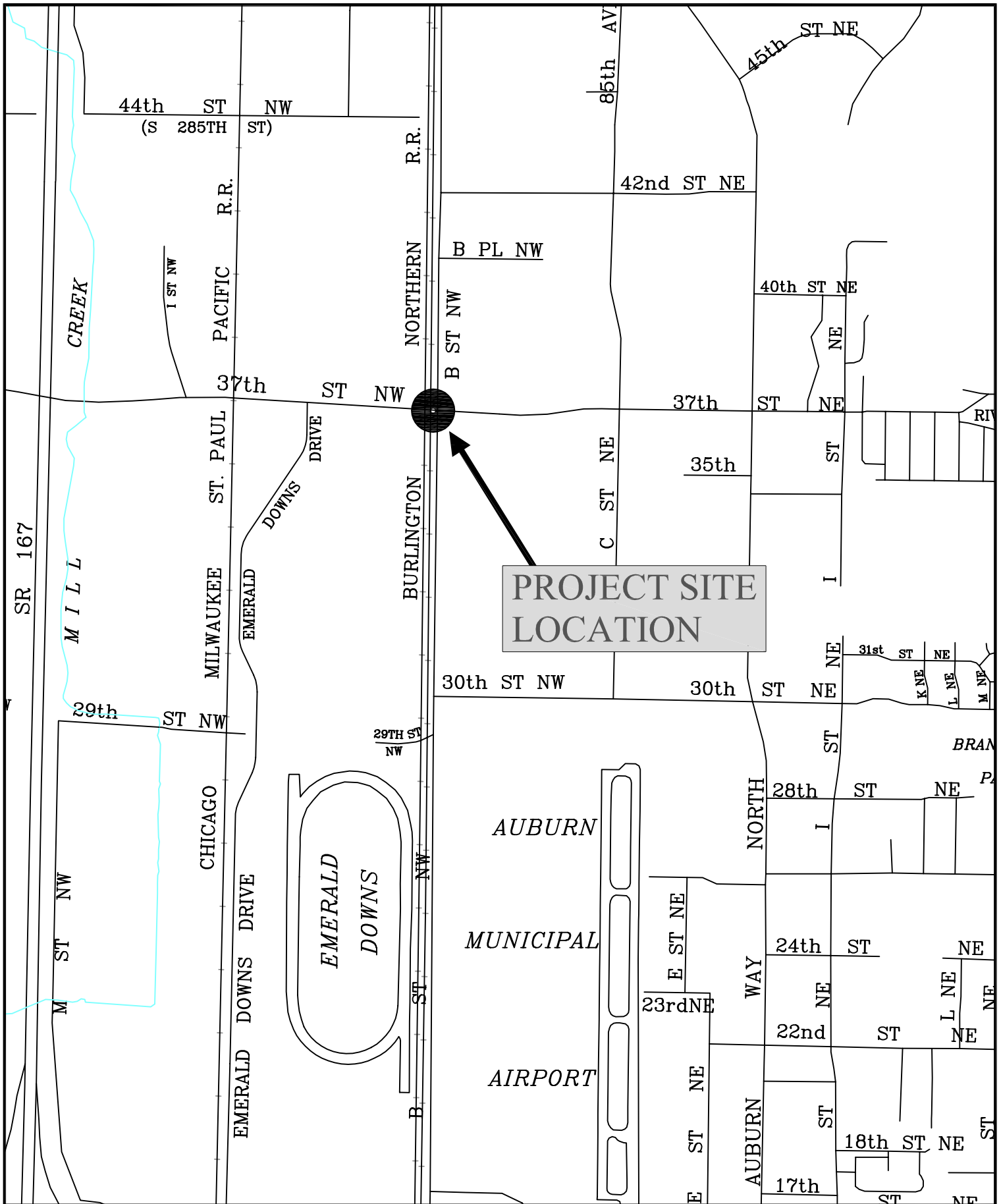
Comments:

Please contact the BNSF Signal Engineering office at (913) 577- 5570 with any questions or possible changes to the above requirements.

RES.B

Jacob Sweeting 3/11/14

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AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5090

Date:

July 30, 2014

Department:

Community Development & Public Works

Attachments:

[Attachment A - 603 37th St. SE](#)
[Attachment B - 29430 132nd Ave. SE](#)
[Attachment C - 2710 H St. SE](#)
[Attachment D - Hillcrest Storm Tract](#)
[Attachment E - 32835 56th Ave. S](#)
[Attachment F - 32227 112th Pl. SE](#)
[RES5090](#)
[Attachment A - Findings of Fact](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5090.

Background Summary:

The City of Auburn conducts progressive code enforcement action in accordance with Chapter 1.25 (Civil Penalties for Violations) and other applicable Titles and Chapters of the Auburn City Code. Consistent with standard operating procedure, code enforcement officers attempted to obtain voluntary compliance by working with property owners of record. Upon a determination that the owner had failed to comply code enforcement first issued a formal Notice to Correct followed by a Notice of Civil Penalty. Because each of these actions has not resulted in compliance, code enforcement is seeking abatement authority for each property.

The City of Auburn opened code compliance cases for the following properties in response to complaints received from neighbors and the public. The table below also outlines details about each case, the status of current enforcement action, and the estimated cost of each action. Corresponding photos are attached.

Location	Case #	Violation	Owner	NTC	NCP	Est. Cost
603 37th St. SE	14-0207	Unsecure Structure	Brown	6/5/14		\$1,500.00
29430 132nd Ave. SE	14-0180	Vegetation	Parkash	5/14/14	5/20/14	\$ 500.00
2710 H St. SE	14-0234	Junk RV	Gilbert	7/22/14		\$1,000.00
Hillcrest Storm Tract	14-0194	Vegetation	Roden	6/14/14	7/22/14	\$ 500.00
32835 56th Ave. S	14-0178	Vegetation	Neri	6/11/14	7/2/14	\$ 500.00
32227 112th Pl. SE	14-0189	Vegetation	Nolan	6/12/14	7/2/14	\$ 500.00

Following consultation with the Mayor's Office and the City Attorney's Office, Community Development staff have determined that the current condition of these properties warrant abatement action by the City of Auburn. The passage of a Resolution would authorize the Mayor or designee to engage in substantive abatement action. The condition of the property, in staff's professional determination, presents a threat to the public health, safety, and welfare of the residents of the surrounding properties and negatively impacts the community's quality of life.

Following passage of the Resolution by the City Council, staff will contract with a qualified service provider to conduct cleanup of the exterior portions of the property. Staff anticipates that there may be a need to conduct on-going clean up and securement activity until the City can obtain compliance action from the ownership entity. All costs associated with first time and on-going abatement actions will be applied as a lien against the property that will have to be paid in order for any future sale of the property to occur.

The City will also track and apply all administrative costs (staff time, court costs, filing fees, etc.) associated with the conduct of abatement against this property and apply them as a lien against the property as well.

Community Development has adequate budget capacity to cover anticipated costs associated with abatement actions potentially through the remainder of the calendar year.

Staff presented the item before the Planning and Community Development Committee at their July 28, 2014 meeting. The committee concurred in support of staff moving forward with a Resolution to request abatement action on the six (6) properties.

Reviewed by Council Committees:

Planning And Community Development, Public Works Other: Legal

Councilmember:	Holman	Staff:	Snyder
Meeting Date:	August 4, 2014	Item Number:	RES.C

Attachment A (603 37th Street SE)





Attachment B
(29430 132nd Ave. SE)



Attachment C (2710 H Street SE)



Attachment D (Hillcrest Storm Tract)



Attachment E
(32835 56th Ave. S)



Attachment F

(32227 112th Pl. SE)



RESOLUTION NO. 5 0 9 0

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF AUBURN, WASHINGTON, AUTHORIZING THE
CITY TO EXPEND FUNDS TO ABATE THE LITTER,
JUNK, WEED AND ATTRACTIVE NUISANCES AT
IDENTIFIED LOCATIONS IN THE CITY OF AUBURN

WHEREAS, Article XI, section 11 of the state constitution, RCW 35.22.280, and RCW 35.21.310 authorize cities to abate nuisances within their city limits; and

WHEREAS, Title 8 of the Auburn City Code (ACC) provides a mechanism for the City to abatement nuisances and to enforce laws regulating the presence of junk, litter, debris and overgrown weeds on property; and

WHEREAS, ACC 8.12 empowers the City to take corrective action when efforts to have a property owner cure nuisances on the person's property has been unsuccessful; and

WHEREAS, the building at 603 37th Street SE is a nuisance property under ACC 8.12.60 and an attractive nuisance as defined in ACC 8.12.040; and

WHEREAS, the City's Code Enforcement staff have communicated with and given a corrective notice to the owner of the property at 603 37th Street SE, which efforts have been inadequate to prompt the owners to secure the building at that property; and

WHEREAS, the properties at 29430 132nd Avenue SE, tract B of the Hillcrest Estates Division No. 3, 32835 56th Avenue S., and 32227 112th Place SE are public nuisances and subject to abatement under ACC 8.20.010; and.

WHEREAS, the City's Code Enforcement staff has communicated with, given a corrective notice to, and imposed penalties on the owners of or on the entities having a secured interest in the properties at 29430 132nd Ave. SE, tract B of the Hillcrest Estates Division NO. 3, 32835 56th Avenue S, and 32227 112th Place SE, which efforts have been inadequate to prompt the owners to bring the properties into compliance; and

WHEREAS, the recreational vehicle located at 2710 H Street SE is a public nuisance according to ACC 8.12.020 and is subject to abatement under ACC 8.12.080; and

WHEREAS the City's Code Enforcement staff have communicated with, and given a corrective notice to the owner of the property on which the RV is located and their efforts have been inadequate to prompt the owners to bring the property into compliance; and

WHEREAS, because overgrown grass and weeds, the presence of junk vehicles, and unsecured structures present a danger to public health, safety and welfare it is appropriate that the City take appropriate steps to abate these nuisance conditions on said properties and to take all steps provided in code to recover the City's costs of such corrective action.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, HEREBY RESOLVES as follows:

Section 1. Findings of Nuisance. That the City Council makes the following findings:

- a) The building at 603 37th Street SE has remained vacant but unsecured for over three months and its unsecured condition has resulted in a structure fire, a gas leak, vandalism, trespassing arrests, and the presence of drug paraphernalia about the property.
- b) That the condition of the Property may reasonably be expected to attract young children and poses a danger to such children.
- c) Since at least May 2014 the residential property at 29430 132nd Avenue SE has contained grass and weeds greater than six inches in height throughout the property.
- d) Since at least May 2014, the vacant and undeveloped property that is the tract B (storm tract) of the Hillcrest subdivision has contained grass and weeds greater than twelve inches in height throughout the property.
- e) Since at least May 2014, the residential property at 32835 56th Avenue S. has contained grass and weeds greater than six inches in height throughout the property.
- f) Since at least June 2014, the residential property at 32227 112th Place SE has contained grass and weeds greater than six inches in height throughout the property.
- g) Since at least July 22, 2014, the property at 2710 H Street SE has contained a partially destroyed recreational vehicle that constitutes a junk vehicle under Auburn City Code.
- h) That the conditions of these properties constitute a nuisance, as described in Exhibit A that warrants abatement under ACC 8.12 and 8.20.

i) That the condition of the properties, as described in exhibit A, is detrimental to health, safety and welfare of the public and necessitates corrective action to preserve the public health, safety and welfare.

j) That the City has provided the property owners with notices of the violations, the nuisance conditions, and necessary remedial action and they have all failed to take corrective action.

Section 2. Authorization for Abatement and Cost Recovery. That if the nuisance conditions herein described are not fully corrected within three days of receipt of written notice of abatement of these nuisance conditions to the person(s) or entity owning, occupying or controlling each premises, the Mayor is authorized to utilize City resources to correct and abate the nuisance conditions at any said property, to record all costs of abatement, and to take all legal steps to recover these costs from the person(s) or entity owning or controlling the property(ies).

Section 3. Continuing Abatement Authorization. That after the Mayor has exercised the authority granted in Section 2, the Mayor finds that any of the above findings describe the condition of one of the properties, the Mayor is authorized to again give notice of abatement to the person(s) or entity owning, occupying or controlling such premises and, if no corrective action is taken within three days of the date of receipt of the notice, to again utilize City resources to correct and abate the nuisance conditions at said property and take all legal steps to recover the costs from the person(s) or entity owning or controlling the premises.

Section 4. Administrative Procedures. That the Mayor is authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation.

Section 5. Effective Date. This Resolution shall take effect and be in full force upon passage and signatures.

Dated and Signed this _____ day of _____, 2014.

CITY OF AUBURN

NANCY BACKUS
MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

**FINDINGS OF FACT
REGARDING PROPERTY LOCATED AT 603 37th Street SE**

Code Enforcement Officers have received complaints about the premises at 603 37th St. SE, Auburn, Washington regarding an unsecured structure and trespassers in the structure. Code Enforcement and Police officers have made repeated visits to the property to inspect the conditions reported. On multiple visits, officers have found the home unsecured, windows broken, and transients in the home. Police officers arrested one individual for trespass and for an outstanding warrant on one such visit. In addition to overgrown vegetation throughout the property, officers have found drug paraphernalia (needles, pipes, spoon) on the property and trash in and outside the residences. On one occasion, officers found the charred remains of wood in a bathroom sink, which had been removed from the residence.

The premises creates an inviting yet unsafe site for children to play and explore, constituting an attractive nuisance.

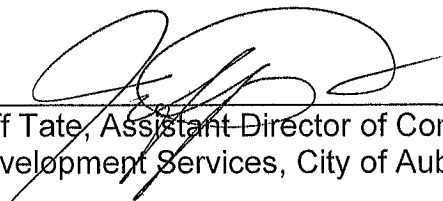
On July 7, 2014, a code enforcement officer on the premises smelled the odor of natural gas. Fire personnel discovered a gas leak caused by the tampering with a fireplace gas line. VRFA shut the gas off and a PSE representative locked the gas meter to interrupt gas service to the property.

On July 22, VRFA responded to the property for a structure fire. A utility shed on the north side of the main structure had burned.

A Notice to Correct was posted at the property on June 5, 2014 and a code enforcement officer spoke to a preservation company representative about the property on the same day. No evidence of compliance with the order has occurred since that date.

The property remains unsecured. It is appropriate that the City take action to abate, ameliorate and address the unsafe, unhealthy and dangerous conditions thereon.

Signed this 31st day of July, 2014



Jeff Tate, Assistant Director of Community
Development Services, City of Auburn

**FINDINGS OF FACT REGARDING A JUNK RECREATIONAL
VEHICLE LOCATED AT 2710 H STREET SE.**

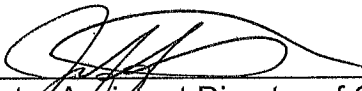
Code Enforcement Officers received complaints about a dilapidated recreational vehicle on a residential lot located at 2710 H Street SE in Auburn. Officers made repeated visits to the property to inspect the conditions reported. Photos of the premises taken by the officers during these inspections are attached.

Both sides of the recreational vehicle has been greatly damaged with most of the siding removed, exposing most of the vehicle's interior to the weather. Officers found the interior material of the RV laying upon the ground around the RV. Evidence of a recent fire existed near the cab of the RV. The RV is inoperable and has no more value than scrap value, and clearly appeared abandoned. It presents an attractive nuisance and a risk of vandalism, other criminal behavior, and a further fire hazard.

A Notice to Correct was issued to the homeowner July 22, 2014, without compliance thereto.

It is appropriate that the City take action to abate, ameliorate and address the unsafe, unhealthy and dangerous conditions thereon.

Signed this 31ST day of July, 2014



Jeff Tate, Assistant Director of Community
Development Services, City of Auburn

**FINDINGS OF FACT REGARDING PROPERTY
LOCATED AT 29430 132nd AVENUE SE**

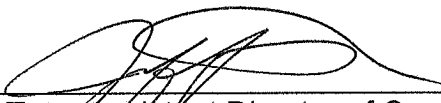
Code Enforcement Officers received complaints about the premises at 29430 132nd Avenue SE 2121, Auburn, Washington regarding certain health and safety concerns. Officers made repeated visits to the property to inspect the conditions reported. Photos of the premises taken by the officers during these inspections are attached.

Weeds and vegetation on the property have been allowed to grow and proliferate, to a height greater than six inches, and in some portions of the premises over three feet. The quantity of overgrown grass and weeds constitute a fire hazard to the residence and a harborage or a potential harborage for pests and vermin, including insects and rodents.

A Notice to Correct was issued to the homeowner and the mortgage property maintenance company on May 14, 2014. A Notice of Penalty was issued on May 20, 2014, without compliance thereto.

It is appropriate that the City take action to abate, ameliorate and address the unsafe, unhealthy and dangerous conditions thereon.

Signed this 31st day of July, 2014



Jeff Tate, Assistant Director of Community
Development Services, City of Auburn

**FINDINGS OF FACT REGARDING PROPERTY
THAT IS TRACT B OF THE HILLCREST SUBDIVISION**

Code Enforcement Officers received complaints about the vegetation on the vacant property that is designated as a storm tract for Hillcrest Subdivision. Officers made repeated visits to the property to inspect the conditions reported. Photos of the premises taken by the officers during these inspections are attached.

Weeds and vegetation on the property have been allowed to grow and proliferate to a height greater than twelve inches throughout the property. The quantity of overgrown grass and weeds constitute a fire hazard and a harborage, or a potential harborage, for pests and vermin, including insects and rodents.

A Notice to Correct was issued to the homeowner on May 28, 2014. In response, the property owner refused to address the overgrown vegetation and denied his responsibility to do so. A Notice of Penalty was issued on July 7, 2014, without compliance thereto.

It is appropriate that the City take action to abate, ameliorate and address the unsafe, unhealthy and dangerous conditions thereon.

Signed this 31st day of July, 2014



Jeff Tate, Assistant Director of Community
Development Services, City of Auburn

**FINDINGS OF FACT REGARDING PROPERTY
LOCATED AT 32835 56TH AVENUE S.**

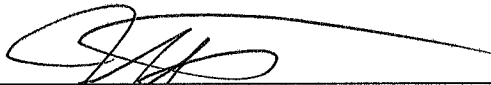
Code Enforcement Officers received complaints about the vegetation on a residential lot located at 32835 56th Avenue S. in Auburn. Officers made repeated visits to the property to inspect the conditions reported. Photos of the premises taken by the officers during these inspections are attached.

Weeds and vegetation on the property have been allowed to grow and proliferate to a height greater than six inches throughout the property. The quantity of overgrown grass and weeds constitute a fire hazard and a harborage, or a potential harborage, for pests and vermin, including insects and rodents.

A Notice to Correct was issued to the homeowner June 11, 2014, and a Notice of Penalty was issued on July 2, 2014, without compliance thereto.

It is appropriate that the City take action to abate, ameliorate and address the unsafe, unhealthy and dangerous conditions thereon.

Signed this 31st day of July, 2014



Jeff Tate, Assistant Director of Community
Development Services, City of Auburn

**FINDINGS OF FACT REGARDING PROPERTY
LOCATED AT 32227 112TH PLACE SE.**

Code Enforcement Officers received complaints about the vegetation on a residential lot located at 32227 112th Place SE. in Auburn. Officers made repeated visits to the property to inspect the conditions reported. Photos of the premises taken by the officers during these inspections are attached.

Weeds and vegetation on the property have been allowed to grow and proliferate to a height greater than six inches throughout the property. The quantity of overgrown grass and weeds constitute a fire hazard and a harborage, or a potential harborage, for pests and vermin, including insects and rodents.

A Notice to Correct was issued to the homeowner June 12, 2014, and a Notice of Penalty was issued on July 2, 2014, without compliance thereto.

It is appropriate that the City take action to abate, ameliorate and address the unsafe, unhealthy and dangerous conditions thereon.

Signed this 31st day of July, 2014



Jeff Tate, Assistant Director of Community
Development Services, City of Auburn