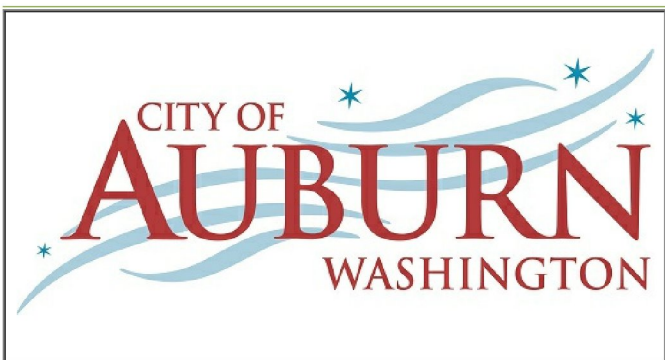


	City Council Meeting January 16, 2018 - 7:00 PM City Hall Council Chambers AGENDA Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

- A. Pledge of Allegiance
- B. Roll Call

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

- A. Presentation on Response to the Heritage Building Fire

III. APPOINTMENTS

- A. Board and Commission Appointments

City Council to confirm the re-appointments for the following board and commission members, for a new three year term, expiring December 31, 2020:

Auburn Tourism Board

Tonia Jones

Cemetery Board

Jeanne Hicks

Salary Commission

Nancy Colson

(RECOMMENDED ACTION: City Council confirm the re-appointments to Boards and Commissions.)

IV. AGENDA MODIFICATIONS

- A. Resolution No. 5344 - See Agenda Modification

Resolution No. 5344

A Resolution of the City Council of the City of Auburn, Washington, expressing support for voter approval of the Valley Regional Fire Authority Proposition No. 1 to continue a voter-authorized benefit charge each year for an additional six (6) years

BALLOT MEASURE TITLE

**Valley Regional Fire Authority
Proposition No. 1**

Continuation of Benefit Charge

Shall Valley Regional Fire Authority, serving the communities of Algona, Auburn and Pacific, be authorized to continue voter-authorized benefit charges each year for six years, not to exceed an amount equal to sixty percent of its operating budget, and be prohibited from imposing an additional property tax under RCW 52.26.140(1)(c)?

V. CITIZEN INPUT, PUBLIC HEARINGS AND 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.)**

VI. COUNCIL AD HOC COMMITTEE REPORTS

Council Ad Hoc Committee Chairs may report on the status of their ad hoc Council Committees' progress on assigned tasks and may give their recommendation to the City Council, if any.

VII. 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 January 2, 2018 City Council Meeting

B. Claims Vouchers

2017 claims voucher numbers 447165 through 447310 in the amount of \$3,755,451.09 and three wire transfers in the amount of \$612,898.43 and dated January 16, 2018; and

2018 claims voucher numbers 447311 through 447409 in the amount of \$3,648,178.14 and dated January 16, 2018.

C. Payroll Vouchers

Payroll check numbers 537718 through 537747 in the amount of \$227,145.86, electronic deposit transmissions in the amount of \$1,869,172.28 for a grand total of \$2,096,318.14 for the period covering December 28, 2017 to January 10, 2018.

D. Public Works Project No. CP1523

City Council approve Final Pay Estimate No. 5 to Contract No. 17-05 in the amount of \$0.00 and accept construction of Project No. CP1523, Lake Tapps Parkway Preservation Project

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

VIII. UNFINISHED BUSINESS

IX. NEW BUSINESS

X. ORDINANCES

A. Ordinance No. 6663

An Ordinance of the City Council of the City of Auburn, Washington, amending Section 2.33.010 of the Auburn City Code relating to the number of members for the Municipal Airport Advisory Board

(RECOMMENDED ACTION: City Council adopt Ordinance No. 6663.)

XI. RESOLUTIONS

A. Resolution No. 5339

A Resolution of the City Council of the City of Auburn, Washington, setting a public hearing to consider the renewal of Franchise Agreement No. 12-41 and amendment of Ordinance No. 6452 with Zayo Group, LLC

(RECOMMENDED ACTION: City Council adopt Resolution No. 5339.)

B. Resolution No. 5342

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an Interagency Agreement between the City of Auburn and the Washington State Department of Transportation relating to a project on West Valley Highway from Peasley Canyon Road to SR-18

(RECOMMENDED ACTION: City Council adopt Resolution No. 5342.)

XII. MAYOR AND COUNCILMEMBER REPORTS

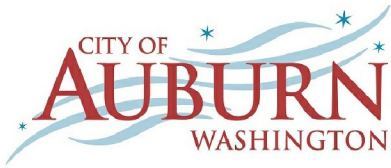
At this time the Mayor and City Council may report on significant items associated with their appointed positions on federal, state, regional and local organizations.

A. **From the Council**

B. **From the Mayor**

XIII. 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.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the January 2, 2018 City Council Meeting

Department:

Administration

Attachments:

[January 2, 2018 Council Minutes](#)

Date:

January 10, 2018

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

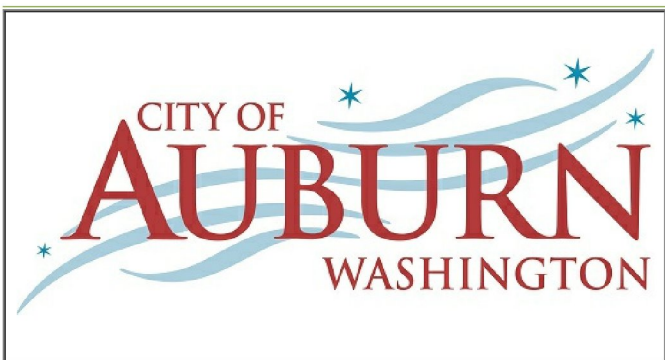
Revised Budget: \$0

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

Meeting Date: January 16, 2018

Staff:

Item Number: CA.A

	City Council Meeting January 2, 2018 - 7:00 PM City Hall Council Chambers AGENDA Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

A. Pledge of Allegiance

Mayor Nancy Backus called the meeting to order at 7:00 p.m. in the Council Chambers of Auburn City Hall, 25 West Main Street, and led those in attendance in the Pledge of Allegiance.

B. Roll Call

City Councilmembers present: Deputy Mayor Largo Wales, Bob Baggett, Larry Brown, Claude DaCorsi, John Holman, Bill Pelloza and Yolanda Trout-Manuel.

Mayor Nancy Backus was in attendance, and the following department directors and staff members were also present: Finance Director Shelley Coleman, City Attorney Daniel B. Heid, Chief of Police Bob Lee, Innovation and Technology Director Paul Haugan, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, Assistant Director of Community Development Services Jeff Tate, Community Development and Public Works Director Kevin Snyder, Parks, Arts and Recreation Director Daryl Faber, and Deputy City Clerk Shawn Campbell

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

A. Proclamation - "PyeongChang, South Korea Winter Olympic Games Month"

[Mayor Backus to proclaim February, 2018 as "PyeongChang, South Korea Winter Olympic Games Month" in the city of Auburn.](#)

Mayor Backus read the Proclamation declaring February 2018 as "PyeongChang, South Korea Winter Olympic Games Month" in the City of Auburn.

Mayor Backus introduced the Consul General Lee and Deputy Consul General Kyongsig.

Consul General Lee thanked the Mayor and Council for welcoming him. The City of PyeongChang is ready to receive guests from around the world

at the 2018 Olympic games.

III. APPOINTMENTS

A. Election of Deputy Mayor

City Attorney Heid reviewed the procedure for the nomination and selection of Deputy Mayor.

Mayor Backus noted Councilmember Pelosa is automatically nominated per Council Rules.

Councilmember DaCorsi nominated Councilmember Baggett.

Mayor Backus asked for votes for Councilmember Pelosa. Councilmembers Pelosa, Wales and Trout-Manual voted for Councilmember Pelosa.

Mayor Backus asked for votes for Councilmember Baggett. Councilmembers Baggett, DaCorsi, Holman and Brown voted for Councilmember Baggett.

Mayor Backus announced Councilmember Baggett has been elected as the new Deputy Mayor.

IV. AGENDA MODIFICATIONS

There was no modification to the agenda.

V. CITIZEN INPUT, PUBLIC HEARINGS AND 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.

Bob Zimmerman, 33039 46th Place S, Auburn

Mr. Zimmerman shared his concerns regarding a retaining wall on that is on his property. He stated the retaining wall was improperly inspected and a hazard to the neighborhood.

Virginia Haugen, 2503 R Street SE, Auburn

Mrs. Haugen thanked KIRO TV for covering ways to help the fire victims of the Heritage Building fire. She stated she hopes the City Council will stand up and be heard in 2018.

C. Correspondence

There was no correspondence for Council review.

VI. COUNCIL AD HOC COMMITTEE REPORTS

Council Ad Hoc Committee Chairs may report on the status of their ad hoc Council Committees' progress on assigned tasks and may give their recommendation to the City Council, if any.

Deputy Mayor Baggett, chair of the Finance ad hoc committee that reviews claims and payroll vouchers, reported he and former Councilmember Wagner reviewed the payroll vouchers and electronic deposits in the approximate amount of \$2.4 million and claims vouchers and wire transfers in the amount of approximately \$2.3 million for the periods December 14-27 and January 2, 2018, respectively.

Councilmember DaCorsi, chair of the Roads Projects ad hoc committee stated the ad hoc committee meet last week. They will meet again January 16, 2018 with Assistant Director Gaub. They intend to review the current and projected projects, the pavement rating system and the prioritization of projects.

VII. 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 December 18, 2017 Regular Meeting

B. Claims Vouchers (Coleman)

2017 Claims vouchers 446998 through 447001, and vouchers 447003 through 447151 in the amount of \$1,616,837.25 and three wire transfers in the amount of \$157,154.09 and dated January 2, 2018.

2018 Claims voucher 447002 and voucher 447152 through voucher 447164 in the amount of \$139,579.97 and two wire transfers in the amount of \$533,009.01 and dated January 2, 2018.

C. Payroll Vouchers (Coleman)

Payroll check numbers 537698 through 537717 in the amount of \$505,557.93 and electronic deposit transmissions in the amount of \$1,808,548.52 for a grand total of \$2,314,106.45 for the period covering December 14, 2017 to December 27, 2017.

Deputy Mayor Baggett moved and Councilmember Holman seconded to approve the Consent Agenda.

MOTION CARRIED UNANIMOUSLY. 7-0

VIII. UNFINISHED BUSINESS

There was no unfinished business.

IX. NEW BUSINESS

There was no new business.

X. ORDINANCES

A. Ordinance No. 6661 (Snyder)

An Ordinance of the City Council of the City of Auburn, Washington, amending Title 18, of Auburn City Code, relating to the methodology used to calculate residential density and the lot size standards within various residential zoning designations

Councilmember Holman moved and Councilmember DaCorsi seconded to approve Ordinance No. 6661.

Councilmember Holman stated this will allow the City to increase the number of housing units placed on an R 5 lot.

MOTION CARRIED UNANIMOUSLY. 7-0

XI. RESOLUTIONS

A. Resolution No. 5335 (Snyder)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an agreement with the other jurisdictions of the South County Area Transportation Board

Councilmember Pelozo moved and Councilmember Holman seconded to approve Resolution No. 5335.

MOTION CARRIED UNANIMOUSLY. 7-0

B. Resolution No. 5338 (Snyder)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute the agreement accepting a grant from the Washington State Transportation Improvement Board for design and construction of the Auburn Way North Sidewalk Improvement Project

Councilmember DaCorsi moved and Deputy Mayor Baggett seconded to approve Resolution No. 5338.

MOTION CARRIED UNANIMOUSLY. 7-0

XII. MAYOR AND COUNCILMEMBER 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**

Councilmember Pelozo reported he attended the South County Area Transportation Board meeting.

Councilmember Trout-Manual reported she attended the Muckleshoot Tribal Transportation Coalition meeting.

Councilmember Holman shared a quote by Dr. Martin Luther King on forgiveness.

Councilmember Brown stated he is honored to be a councilmember and able to serve the City.

Councilmember DaCorsi reported he attended the Sound Cities Association Transportation Caucus meeting.

B. From the Mayor

Mayor Backus reported the Heritage Building on Main Street had a tragic fire on December 26, 2017. The building was home to 39 residents and 9 businesses all of whom have been displaced. She noted the incredible outreach from the community including the amazing response from Valley Regional Fire Authority and many other fire jurisdictions that came to assist in battling the fire, King County Metro for providing a bus for the residents to get out of the cold in, Auburn School District for providing a temporary shelter to residents, the Auburn Food Bank for organizing donations and many area restaurants donating food.

XIII. ADJOURNMENT

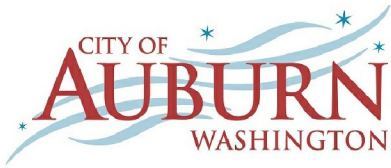
There being no further business to come before the Council, the meeting adjourned at 7:39 p.m.

APPROVED THE 16th DAY OF January, 2018

NANCY BACKUS, MAYOR

Shawn Campbell, Deputy City Clerk

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AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers

Date:

January 10, 2018

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council approve the claims vouchers.

Background Summary:

2017 claims voucher numbers 447165 through 447310 in the amount of \$3,755,451.09 and three wire transfers in the amount of \$612,898.43 and dated January 16, 2018; and

2018 claims voucher numbers 447311 through 447409 in the amount of \$3,648,178.14 and dated January 16, 2018.

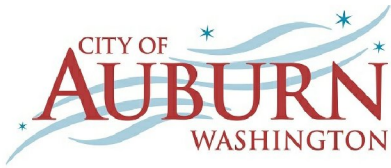
Reviewed by Council Committees:**Councilmember:****Staff:**

Coleman

Meeting Date: January 16, 2018

Item Number:

CA.B



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Vouchers

Date:

January 10, 2018

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:**Background Summary:**

Payroll check numbers 537718 through 537747 in the amount of \$227,145.86, electronic deposit transmissions in the amount of \$1,869,172.28 for a grand total of \$2,096,318.14 for the period covering December 28, 2017 to January 10, 2018.

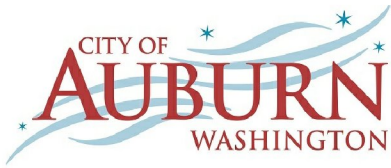
Reviewed by Council Committees:**Councilmember:****Staff:**

Coleman

Meeting Date: January 16, 2018

Item Number:

CA.C



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP1523

Date:

December 29, 2017

Department:

CD & PW

Attachments:

[CP1523 Budget Status Sheet](#)

[CP1523 Final Pay Estimate No. 5](#)

[CP1523 Vicinity Map](#)

Budget Impact:**Administrative Recommendation:**

City Council approve Final Pay Estimate No. 5 to Contract No. 17-05 in the amount of \$0.00 and accept construction of Project No. CP1523, Lake Tapps Parkway Preservation Project.

Background Summary:

The purpose of this project was to rehabilitate and preserve the existing pavement on Lake Tapps Parkway between the western City limit near 8th Street E and Lakeland Hills Way. The project completed a grind and overlay of 7.11 lane miles of pavement, upgraded eight curb ramps to meet current ADA standards, and upgraded vehicle detection loops.

A project budget contingency of \$8,666.00 remains in the 105 Arterial Street Fund.

A project budget contingency of \$5,000.00 remains in the 461 Sewer Fund.

A project budget contingency of \$5,000.00 remains in the 462 Storm Fund.

Reviewed by Council Committees:**Councilmember:****Staff:**

Snyder

Meeting Date: January 16, 2018

Item Number:

CA.D

BUDGET STATUS SHEET

Project No: CP1523	Project Title: Lake Tapps Parkway Preservation Project
Project Manager: Luis Barba	

Initiation Date: 01/20/2016
 Advertisement Date: 04/11/2017
 Award Date: 05/15/2017

- ☐ Project Update

☐ Permission to Advertise

☐ Contract Award

☐ Change Order Approval

☒ Contract Final Acceptance

Date: December 04, 2017

The "Future Years" column indicates the projected amount to be requested in future budgets.

Funds Budgeted (Funds Available)

Funding	Prior Years	2016 (Actual)	2017	Future Years	Total
328 Fund - Traffic Calming			25,000		25,000
105 Fund - Unrestricted		11,662	226,188		237,850
105 Fund - Federal Grant		56,692	693,308		750,000
461 Fund - Sewer		0	5,000		5,000
462 Fund - Storm		0	5,000		5,000
Total	0	68,354	954,496	0	1,022,850

Estimated Cost (Funds Needed)

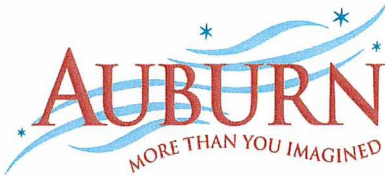
Activity	Prior Years	2016 (Actual)	2017	Future Years	Total
Design Engineering - City Costs		68,354	24,773		93,128
Design Engineering - Other			1,219		1,219
Construction Contract			827,290		827,290
Line Item Changes			(1,416)		(1,416)
Change Order No. 1			39,328		39,328
Construction Engineering- State Cost			333		333
Construction Engineering - City Costs			38,413		38,413
Construction Engineering - Testing Costs			5,890		5,890
Total	0	68,354	935,830	0	1,004,184

105 Arterial Street Budget Status

	Prior Years	2016 (Actual)	2017	Future Years	Total
*105 Funds Budgeted ()	0	(68,354)	(944,496)	0	(1,012,850)
105 Funds Needed	0	68,354	935,830	0	1,004,184
*105 Fund Project Contingency ()	0	0	(8,666)	0	(8,666)
105 Funds Required	0	0	0	0	0

461 / 462 Sewer and Storm Budget Status

	Prior Years	2016 (Actual)	2017	Future Years	Total
*461 / 462 Funds Budgeted ()	0	0	(10,000)	0	(10,000)
461 / 462 Funds Needed	0	0	0	0	0
*461 / 462 Fund Project Contingency ()	0	0	(10,000)	0	(10,000)
461 / 462 Funds Required	0	0	0	0	0



Construction Contract Final Payment No. 17-05/#5

Project Name: Lake Tapps Parkway Preservation
Date: 12/20/17

Project Number: CP1523
Contract # 17-05
Status: Approved
Pay Period: 11.21.2017 - 12.20.2017
Retainage Option: Federal - No Retainage

To Contractor:
ICON MATERIALS

Cost Summary

Original Contract Value (A):	\$827,290.25
Contract Change Orders (B):	\$39,327.76
Current Contract Value (A+B):	\$866,618.01
Amount Earned to Date (C):	\$865,201.54
Amount Previously Invoiced Including Retainage (D):	\$865,201.54
Amount Earned this Period Including Retainage (C-D):	\$ 0.00
Previous Retainage Amount Held (E):	\$ 0.00
Current Period Retainage Amount (F):	\$ 0.00
Total Retainage Held (E+F):	\$ 0.00
Progress Payment Amount Less Retainage (C-D-F) :	\$ 0.00
Total Contract Amount Spent Percentage	99.84 %

By signing below, the Contractor agrees and affirms to the following: "I have 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 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."

Contractor:

Inspector:

Project Manager:

City Engineer:

By: <u>Mark Fichelberger</u>	By: <u>Josh Lincoln</u>	By: <u>Ryan Vondrak</u>	By: _____
Signed: <u>[Signature]</u>	Signature: <u>[Signature]</u>	Signature: <u>[Signature]</u>	Signature: _____
Date: <u>12/27/17</u>	Date: <u>1/5/18</u>	Date: <u>1/8/18</u>	Date: _____

ITEM NO.	SCHEDULE	ITEM DESCRIPTION	UNITS	CONTRACT		THIS PERIOD		VALUE OF MATERIALS STORED	TOTAL		% EST. QTY.
				UNIT COST	QUANTITY	QUANTITY	COST		TOTAL QUANTITY	TOTAL COST	
001	A	Record Drawing (Minimum bid \$1,500.00)	LS	\$1,600.00	1.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0
002	A	SPCC Plan	LS	\$1,600.00	1.00	0.0000	\$ 0.00	\$ 0.00	1.0000	\$1,600.00	100
003	A	Mobilization	LS	\$64,000.00	1.00	0.0000	\$ 0.00	\$ 0.00	1.0000	\$64,000.00	100
004	A	Construction Site Sign(s)	EA	\$2,100.00	2.00	0.0000	\$ 0.00	\$ 0.00	2.0000	\$4,200.00	100
005	A	Traffic Control Supervisor	LS	\$38,000.00	1.00	0.0000	\$ 0.00	\$ 0.00	1.0000	\$38,000.00	100
006	A	Traffic Control Labor - Flagging (Min. Bid \$39.00 per hour)	HR	\$ 60.00	1,100.00	0.0000	\$ 0.00	\$ 0.00	331.5000	\$19,890.00	30.14
007	A	Construction Signs Class A	SF	\$ 32.00	100.00	0.0000	\$ 0.00	\$ 0.00	100.0000	\$3,200.00	100
008	A	Sequential Arrow Sign	DAY	\$ 18.00	35.00	0.0000	\$ 0.00	\$ 0.00	42.0000	\$ 756.00	120.0
009	A	Portable Changeable Message Sign	DAY	\$ 85.00	55.00	0.0000	\$ 0.00	\$ 0.00	38.0000	\$3,230.00	69.09
010	A	Outside Agency Uniformed Police Flagging Labor	Est.	\$ 1.00	5,000.00	0.0000	\$ 0.00	\$ 0.00	6862.8000	\$6,862.80	137.26
011	A	Roadside Cleanup	Est.	\$ 1.00	5,000.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0
012	A	Removal of Cement Concrete Flat Work	SY	\$ 91.00	200.00	0.0000	\$ 0.00	\$ 0.00	248.5900	\$22,621.69	124.30
013	A	Removal of Curb and Gutter	LF	\$ 18.00	235.00	0.0000	\$ 0.00	\$ 0.00	241.5000	\$4,347.00	102.77
014	A	Remove Raised Pavement Markings	LS	\$ 112.00	1.00	0.0000	\$ 0.00	\$ 0.00	1.0000	\$ 112.00	100
015	A	Removal of Precast Traffic Curb and Delineators	LF	\$ 4.00	510.00	0.0000	\$ 0.00	\$ 0.00	510.0000	\$2,040.00	100
016	A	Crushed Surfacing Top Course	TON	\$ 60.00	36.00	0.0000	\$ 0.00	\$ 0.00	24.2300	\$1,453.80	67.31
017	A	HMA Cl. 1/2-inch PG 64-22	TON	\$ 81.50	4,900.00	0.0000	\$ 0.00	\$ 0.00	5182.8100	\$422,399.02	105.77
018	A	Asphalt Cold Patch	TON	\$ 260.00	10.00	0.0000	\$ 0.00	\$ 0.00	8.6400	\$2,246.40	86.40
019	A	Planing Bituminous Pavement	SY	\$ 2.25	42,843.00	0.0000	\$ 0.00	\$ 0.00	43800.0000	\$98,550.00	102.23
020	A	Adjust Existing Manhole	EA	\$ 936.00	3.00	0.0000	\$ 0.00	\$ 0.00	3.0000	\$2,808.00	100
021	A	Adjust Existing Catch Basin	EA	\$ 525.00	1.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0
022	A	Adjust Existing Valve Box	EA	\$ 770.00	7.00	0.0000	\$ 0.00	\$ 0.00	7.0000	\$5,390.00	100
023	A	Temporary Water Pollution/Erosion Control	EST	\$ 1.00	2,000.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0
024	A	Inlet Protection	EA	\$ 105.00	64.00	0.0000	\$ 0.00	\$ 0.00	65.0000	\$6,825.00	101.56
025	A	Cement Concrete Traffic Curb and Gutter	LF	\$ 36.00	235.00	0.0000	\$ 0.00	\$ 0.00	241.5000	\$8,694.00	102.77
026	A	Precast Curb with Delineators	LF	\$ 25.00	510.00	0.0000	\$ 0.00	\$ 0.00	607.0000	\$15,175.00	119.02
027	A	Raised Pavement Marker	EA	\$ 3.80	260.00	0.0000	\$ 0.00	\$ 0.00	458.0000	\$1,740.40	176.15
028	A	Flexible Guide Post	EA	\$ 96.00	5.00	0.0000	\$ 0.00	\$ 0.00	5.0000	\$ 480.00	100
029	A	Monument Type B (Modified)	EA	\$ 550.00	3.00	0.0000	\$ 0.00	\$ 0.00	1.0000	\$ 550.00	33.33

Period Dates
Begin: 11.21.2017
End: 12.20.2017
2 of 3

17-05/#5

ITEM NO.	SCHEDULE	ITEM DESCRIPTION	UNITS	CONTRACT		THIS PERIOD		VALUE OF MATERIALS STORED	TOTAL		% EST. QTY.
				UNIT COST	QUANTITY	QUANTITY	COST		TOTAL QUANTITY	TOTAL COST	
030	A	Decorative Scored Cement Concrete Sidewalk	SY	\$ 94.00	70.00	0.0000	\$ 0.00	\$ 0.00	159.6800	\$15,009.92	228.11
031	A	Cement Concrete Curb Ramp Type Perpendicular A	EA	\$1,980.00	8.00	0.0000	\$ 0.00	\$ 0.00	8.0000	\$15,840.00	100
032	A	Induction Loop Vehicle Detector	EA	\$ 771.00	39.00	0.0000	\$ 0.00	\$ 0.00	39.0000	\$30,069.00	100
033	A	Adjust Existing Junction Box	EA	\$ 275.00	4.00	0.0000	\$ 0.00	\$ 0.00	4.0000	\$1,100.00	100
034	A	Paint Line	LF	\$ 0.25	7,460.00	0.0000	\$ 0.00	\$ 0.00	18787.0000	\$4,696.75	251.84
035	A	Painted Wide Lane Line	LF	\$ 0.50	2,054.00	0.0000	\$ 0.00	\$ 0.00	2990.0000	\$1,495.00	145.57
036	A	Plastic Crosswalk Stripe and Stop Bar (24 in wide)	LF	\$ 7.50	580.00	0.0000	\$ 0.00	\$ 0.00	557.0000	\$4,177.50	96.03
037	A	Plastic Traffic Arrow	EA	\$ 58.50	17.00	0.0000	\$ 0.00	\$ 0.00	17.0000	\$ 994.50	100
038	A	Temporary Pavement Markings	LF	\$ 0.40	10,500.00	0.0000	\$ 0.00	\$ 0.00	37050.0000	\$14,820.00	352.86
039	B	One Year Warranty Bond (Not FHWA eligible)	LS	\$ 500.00	1.00	0.0000	\$ 0.00	\$ 0.00	1.0000	\$ 500.00	100
040	A	High Friction Surface Treatment	SY	\$ 56.00	580.00	0.0000	\$ 0.00	\$ 0.00	580.0000	\$32,480.00	100
041	A	ITS Conduit	LS	\$6,847.76	1.00	0.0000	\$ 0.00	\$ 0.00	1.0000	\$6,847.76	100
5001	A	Schedule A Sales Tax	LS	\$ 0.00	1.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0
5002	B	Schedule B Sales Tax	LS	\$ 0.00	1.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0
A		ROW LEFT INTENTIONALLY BLANK									
B		ROW LEFT INTENTIONALLY BLANK									

Period Dates
Begin: 11.21.2017
End: 12.20.2017
3 of 3

CP1523-Lake Tapps Parkway Preservation Project-Vicinity Map

Printed Date: 12/14/2017
 Map Created by City of Auburn eGIS
 Imagery Date: May 2015

Information shown is for general reference purposes only and does not necessarily represent exact geographic or cartographic data as mapped. The City of Auburn makes no warranty as to its accuracy.

Legend

 Lake Tapps Parkway Preservation Project Limits



1,333.3 0 666.7 1,333.3 Feet

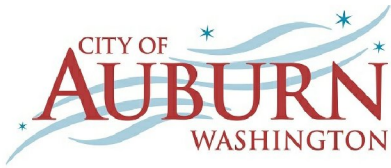
NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

1in = 667 ft

1:8,000



Notes



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6663

Date:

January 10, 2018

Department:

Community Development &
Public Works

Attachments:

[Ord6663](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Ordinance No. 6663.

Background Summary:

Ordinance No. 6663 proposes to modify Section 2.33.010 (Creation) of the Auburn City Code to increase the membership of the Auburn Airport Advisory Board from five (5) members to seven (7) members. Key Result Area No. 2, Goal No. 5 of the Council adopted 2017-2020 Strategic Business Plan for the Auburn Municipal Airport specifies that the Board should annually conduct a review of the current composition and focuses of the Airport Advisory Board to determine potential for recommended code changes. It further identifies that areas of interest could include but are not limited to current number of authorized board members and specific Board focuses. Throughout 2017, the Board discussed the current number of Board members several times, most recently at the Board's October 2017 and November 2017 meetings. At the Board's December 20, 2017 meeting, the Board reviewed draft Ordinance No. 6663 and on positive motion action recommended to the City Council the approval of the Ordinance. The Board asked staff to share with the City Council its reasons for supporting the ordinance including reducing potential quorum issues and increasing opportunities for additional member experiences and backgrounds to enhance the Board's work efforts. The Board also asked staff to share with the City Council that while it is supportive of the increase in the number of members from five to seven, it strongly wants to retain the positive working atmosphere, energy and focus of the Board.

Reviewed by Council Committees:**Councilmember:****Staff:**

Snyder

Meeting Date: January 16, 2018

Item Number:

ORD.A

ORDINANCE NO. 6 6 6 3

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, AMENDING SECTION 2.33.010
OF THE AUBURN CITY CODE RELATING TO THE
NUMBER OF MEMBERS FOR THE MUNICIPAL AIRPORT
ADVISORY BOARD**

WHEREAS, the Municipal Airport Advisory Board was previously established by City Council action; and

WHEREAS, the Airport Advisory Board specified in KRA 2/Goal 5i of its Strategic Business Plan (adopted by City Council via Resolution No. 5264, December 19, 2016) its intent to conduct a review of the current number of authorized board members; and

WHEREAS, the Airport Advisory Board reviewed its current board composition of five members and concluded that an increase to seven members would provide additional volunteer service opportunities for individuals interested in the planning, development and operation of the Auburn Municipal Airport as well as provide additional knowledge, perspective, experience and skills to assist the Airport Advisory Board in its role as an advisory body to the City Council; and

WHEREAS, at its November 15, 2017 meeting, the Airport Advisory Board took positive motion action to recommend to the City Council a modification to Section 2.33.010 of the Auburn City Code to increase the total board membership from five members to seven members.

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

Section 1. AMENDMENT TO CITY CODE. That Section 2.33.010 of the City Code be, and the same is hereby amended to read as follows:

2.33.010 Creation.

There is created a board, which shall be known as the Auburn Municipal Airport advisory board, which shall consist of ~~five~~seven members, who shall serve without remuneration, from a list provided by the mayor to be appointed by confirmation of a majority of the members of the city council, from time to time, the first members thereof

to be appointed within a reasonable time after the ordinance codified in this chapter becomes effective. (Ord. 5924 § 1, 2005; Ord. 2820 § 1, 1974.)

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: _____

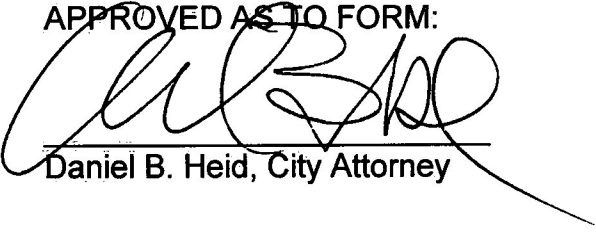
CITY OF AUBURN

ATTEST:

NANCY BACKUS, MAYOR

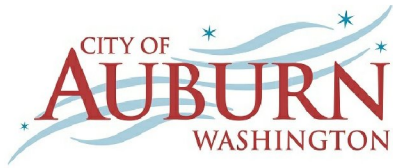
Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

PUBLISHED: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5339

Date:

December 29, 2017

Department:

CD & PW

Attachments:

[Res 5339](#)

[Draft Ordinance No. 6670](#)

[Ordinance No. 6452](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council adopt Resolution No. 5339.

Background Summary:

Resolution No. 5339 sets the date of the public hearing for renewal of Franchise Agreement No. 12-41 for Zayo Group, LLC for February 20, 2018 at 7:00 pm in Council Chambers.

Zayo Group LLC has applied for renewal and amendment to their existing Franchise Agreement to continue to operate within the City's rights of way a telecommunications system throughout the City. Per Auburn City Code Chapter 20.06.140 a public hearing shall be held prior to granting or denying renewal of a Franchise Agreement.

Draft Ordinance No. 6670 and Franchise Agreement No. 12-41, Ordinance No. 6452 are attached as back up documentation for Resolution No. 5339.

Reviewed by Council Committees:**Councilmember:****Staff:**

Snyder

Meeting Date: January 16, 2018

Item Number:

RES.B

RESOLUTION NO. 5 3 3 9

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, SETTING A PUBLIC HEARING TO CONSIDER THE RENEWAL OF FRANCHISE AGREEMENT NO. 12-41 AND AMENDMENT OF ORDINANCE NO. 6452 WITH ZAYO GROUP, LLC

WHEREAS, Zayo Group, LLC ("Grantee") has applied to the City for renewal and amendment to their existing Franchise Agreement No. 12-41 for the right of entry, use, and occupation of certain public rights-of-way within the City of Auburn; and

WHEREAS, The City has reviewed the Grantee's application materials, and the City Engineer is satisfied that the application is sufficiently complete, so as to warrant holding a public hearing before the City Council to consider the renewal and amendment to the franchise agreement, pursuant to ACC 20.06.140 of the Auburn City Code (ACC).

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

Section 1. That a hearing on the application by the Grantee for renewal and amendment to Franchise Agreement No. 12-41, Ordinance No. 6542 with the City of Auburn is hereby set for 7:00 p.m. on the 20th day of February, 2018, or as soon thereafter as the matter may be heard, in the City Council Chambers at 25 West Main Street, Auburn, Washington, 98001, with all persons wishing to speak to the application at the public hearing being invited to attend.

Section 2. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation, including posting notice of such public hearing as required by State law and City Ordinance.

Section 3. This resolution shall be in full force and effect upon passage and signatures hereon.

DATED and SIGNED this _____ day of _____, 2018.

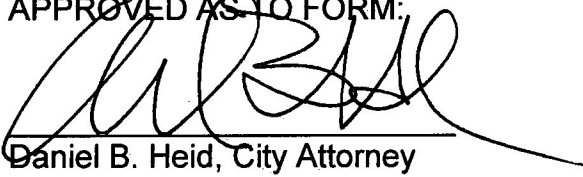
CITY OF AUBURN

ATTEST:

NANCY BACKUS, MAYOR

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

ORDINANCE NO. 6 6 7 0

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE RENEWAL AND AMENDMENT OF ORDINANCE NO. 6452 FOR ZAYO GROUP, LLC, FRANCHISE AGREEMENT NO. 12-41 FOR A TELECOMMUNICATIONS SYSTEM

WHEREAS, on April 1, 2012, the City Council adopted Ordinance No. 6452, granting a telecommunications franchise to Zayo Group, LLC; and,

WHEREAS, Zayo Group LLC wishes to renew said Franchise Agreement for an additional five year term; and

WHEREAS, following proper notice, the City Council held a public hearing on Zayo Group, LLC's request for renewal of Ordinance No. 6452, at which time representatives of Zayo Group, LLC and interested citizens were heard in a full public proceeding affording opportunity for comment by any and all persons desiring to be heard; and

WHEREAS, based upon the foregoing recital clauses and from information presented at such public hearing and from facts and circumstances developed or discovered through independent study and investigation, the City Council now deems it appropriate and in the best interest of the City and its inhabitants that the renewal of Ordinance No. 6452 be granted to Zayo Group, LLC.

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

Section 1. The City approves Zayo Group, LLC's application for renewal for one five-year period as provided for in Section 3 of Ordinance No. 6452, a copy of which is attached hereto, marked as Exhibit A, under the conditions set forth in this Ordinance. Such five-year renewal period shall commence on the effective date of this Ordinance.

Section 2. Section 2, Paragraph A. of Ordinance No. 6452 regarding Grantee contact information is hereby amended as follows;

Grantee:

Zayo Group, LLC
Attn. General Counsel, ~~ZFTI~~
~~400 Centennial Parkway, Suite 200~~
1805 29th Street, Suite 2050
~~Louisville, CO 80027~~
Boulder, CO 80301

Section 3. Zayo Group, LLC shall, within thirty (30) days after the effective date of this Ordinance, file with the City, a fully executed Statement of Acceptance of this Ordinance, which written acceptance shall be Exhibit B, attached hereto and incorporated herein by this reference.

Section 4. This Ordinance shall supersede Ordinance No. 6452 to the extent that it contains terms and conditions that change, modify, delete, add to, supplement or otherwise amend the terms and conditions of Ordinance No. 6452. All other provisions of Ordinance No. 6452 shall remain unchanged and in full force and effect.

Section 5. Implementation. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Section 6. 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 7. 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.

FIRST READING: _____

SECOND READING: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

Daniel B. Heid, City Attorney

Published: _____

EXHIBIT "B"

STATEMENT OF ACCEPTANCE

Zayo Group, LLC., for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions and provisions of the Franchise Agreement, Ordinance No. 6452, attached hereto and incorporated herein by this reference as amended by Ordinance No. 6670.

Zayo Group LLC
1805 29th St SE, Suite 250
Boulder, CO 80301

By: _____ Date: _____
Name:
Title:

STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of _____, 2018, before me the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared, _____ of _____, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date hereinabove set forth.

Signature

NOTARY PUBLIC in and for the State of _____
_____, residing at _____
MY COMMISSION EXPIRES: _____

ORDINANCE NO. 6452

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, GRANTING TO ZAYO GROUP, LLC, A DELAWARE LIMITED LIABILITY COMPANY, A FRANCHISE FOR A TELECOMMUNICATIONS SYSTEM

WHEREAS, Zayo Group, LLC, ("Grantee") has applied to the City of Auburn ("City") for a non-exclusive Franchise for the right of entry, use, and occupation of certain public right(s)-of-way within the City, expressly to install, construct, erect, operate, maintain, repair, relocate and remove its facilities in, on, over, under, along and/or across those right(s)-of-way; and

WHEREAS, following proper notice, the City Council held a public hearing on March 18, 2013, on Grantee's request for a Franchise, at which time representatives of Grantee and interested citizens were heard in a full public proceeding affording opportunity for comment by any and all persons desiring to be heard; and

WHEREAS, from information presented at such public hearing, and from facts and circumstances developed or discovered through independent study and investigation, the City Council now deems it appropriate and in the best interest of the City and its inhabitants that the franchise be granted to Grantee,

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

Section 1. Grant of Right to Use Franchise Area

A. Subject to the terms and conditions stated herein, the City grants to the Grantee general permission to enter, use, and occupy the right(s)-of-way and/or other public property specified in Exhibit "A," attached hereto and incorporated by reference (the "Franchise Area").

B. The Grantee is authorized to install, remove, construct, erect, operate, maintain, relocate and repair the types of facilities specified in Exhibit "B," attached hereto and incorporated by reference, and all necessary appurtenances thereto, ("Grantee Facilities") for provision of those services set forth in Exhibit "C" ("Grantee Services") in, along, under and across the Franchise Area.

C. This Franchise does not authorize the use of the Franchise Area for any facilities or services other than Grantee Facilities and Grantee Services, and it extends no rights or privilege relative to any facilities or services of any type, including Grantee Facilities and Grantee Services, on public or private property elsewhere within the City.

D. This Franchise is non-exclusive and does not prohibit the City from entering into other agreements, including Franchises, impacting the Franchise Area, unless the City determines that entering into such agreements interferes with Grantee's right set forth herein.

E. Except as explicitly set forth herein, this Franchise does not waive any rights that the City has or may hereafter acquire with respect to the Franchise Area or any other City roads, rights-of-way, property, or any portions thereof. This Franchise shall be subject to the power of eminent domain, and in any proceeding under eminent domain, the Grantee acknowledges its use of the Franchise Area shall have no value.

F. The City reserves the right to change, regrade, relocate, abandon, or vacate any right-of-way within the Franchise Area. If, at any time during the term of this Franchise, the City vacates any portion of the Franchise Area containing Grantee Facilities, the City shall reserve an easement for public utilities within that vacated portion, pursuant to RCW 35.79.030, within which the Grantee may continue to operate any existing Grantee Facilities under the terms of this Franchise for the remaining period set forth under Section 3.

G. The Grantee agrees that its use of Franchise Area shall at all times be subordinated to and subject to the City and the public's need for municipal infrastructure, travel, and access to the Franchise Area, except as may be otherwise required by law.

Section 2. Notice

A. Written notices to the parties shall be sent by certified mail to the following addresses, unless a different address shall be designated in writing and delivered to the other party.

City: Engineering Aide, Public Works Department - Transportation
City of Auburn
25 West Main Street
Auburn, WA 98001-4998
Telephone: (253) 931-3010; Fax: (253) 931-3048

with a copy to: City Clerk
City of Auburn
25 West Main Street
Auburn, WA 98001-4998

Grantee:

Zayo Group, LLC
Attn. General Counsel, ZFTI
400 Centennial Parkway, Suite 200
Louisville, CO 80027

B. Any changes to the above-stated Grantee information shall be sent to the City's Engineering Aide, with copies to the City Clerk, referencing the title of this agreement.

C. The above-stated Grantee voice and fax telephone numbers shall be staffed at least during normal business hours, Pacific time zone.

Section 3. Term of Agreement

A. This Franchise shall run for a period of five (5) years, from the date of execution specified in Section 5.

B. **Renewal Option of Term:** The Grantee may renew this Franchise for an additional five (5) year period upon submission and approval of the application specified under ACC 20.06.130, as it now exists or is amended, within the timeframe set forth therein (currently 240 to 180 days prior to expiration of the then-current term). Any materials submitted by the Grantee for a previous application may be considered by the City in reviewing a current application, and the Grantee shall only submit those materials deemed necessary by the City to address changes in the Grantee Facilities or Grantee Services, or to reflect specific reporting periods mandated by the ACC.

C. **Failure to Renew Franchise – Automatic Extension.** If the Parties fail to formally renew this Franchise prior to the expiration of its term or any extension thereof, the Franchise automatically continues month to month until renewed or either party gives written notice at least one hundred and eighty (180) days in advance of intent not to renew the Franchise.

Section 4. Definitions

For the purpose of this agreement:

"ACC" means the Auburn City Code.

"Emergency" means a condition of imminent danger to the health, safety and welfare of persons or property located within the City including, without limitation, damage to persons or property from natural consequences, such as storms, earthquakes, riots, acts of terrorism or wars.

"Maintenance or Maintain" shall mean examining, testing, inspecting, repairing, maintaining and replacing the existing Grantee Facilities or any part thereof as required and necessary for safe operation.

"Relocation" means permanent movement of Grantee facilities required by the City, and not temporary or incidental movement of such facilities, or other revisions Grantee would accomplish and charge to third parties without regard to municipal request.

"Rights-of-Way" means the surface and the space above and below streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, easements, rights-of-ways and similar public properties and areas.

Section 5. Acceptance of Franchise

A. This Franchise, and any rights granted hereunder, shall not become effective for any purpose unless and until Grantee files with the City Clerk (1) the Statement of Acceptance, attached hereto as Exhibit "D," and incorporated by reference, (2) all verifications of insurance coverage specified under Section 15, and (3) the financial guarantees specified in Section 16 (collectively, "Franchise Acceptance"). The date that such Franchise Acceptance is filed with the City Clerk shall be the effective date of this Franchise.

B. Should the Grantee fail to file the Franchise Acceptance with the City Clerk within 30 days after the effective date of the ordinance approving the Franchise, the City's grant of the Franchise will be null and void.

Section 6. Construction and Maintenance

A. The Grantee shall apply for, obtain, and comply with the terms of all permits required under ACC Chapter 12.24 for any work done upon Grantee

Facilities. Grantee shall comply with all applicable City, State, and Federal codes, rules, regulations, and orders in undertaking such work, which shall be done in a thorough and proficient manner.

B. Grantee agrees to coordinate its activities with the City and all other utilities located within the public right-of-way within which Grantee is under taking its activity.

C. The City expressly reserves the right to prescribe how and where Grantee Facilities shall be installed within the public right-of-way and may from time to time, pursuant to the applicable sections of this Franchise, require the removal, relocation and/or replacement thereof in the public interest and safety at the expense of the Grantee.

D. Before commencing any work within the public right-of-way, the Grantee shall comply with the One Number Locator provisions of RCW Chapter 19.122 to identify existing utility infrastructure.

E. Tree Trimming. Upon prior written approval of the City and in accordance with City ordinances, Grantee shall have the authority to reasonably trim trees upon and overhanging streets, public rights-of-way, and places in the Franchise Area so as to prevent the branches of such trees from coming in physical contact with the Grantee Facilities. Grantee shall be responsible for debris removal from such activities. If such debris is not removed within twenty-four (24) hours of completion of the trimming, the City may, at its sole discretion, remove such debris and charge Grantee for the cost thereof. This section does not, in any instance, grant automatic authority to clear vegetation for purposes of providing a clear path for radio signals. Any such general vegetation clearing will require a land clearing permit.

Section 7. Repair and Emergency Work

In the event of an emergency, the Grantee may commence such repair and emergency response work as required under the circumstances, provided that the Grantee shall notify the City Construction Manager in writing as promptly as possible, before such repair or emergency work commences, or as soon thereafter as possible, if advance notice is not practical. The City may act, at any time, without prior written notice in the case of emergency, but shall notify the Grantee in writing as promptly as possible under the circumstances.

Section 8. Damages to City and Third-Party Property

Grantee agrees that if any of its actions under this Franchise impairs or damages any City property, survey monument, or property owned by a third-party, Grantee will restore, at its own cost and expense, said property to a safe condition. Such repair work shall be performed and completed to the satisfaction of the City Engineer.

Section 9. Location Preference

A. Any structure, equipment, appurtenance or tangible property of a utility, other than the Grantee's, which was installed, constructed, completed or in place prior in time to Grantee's application for a permit to construct or repair Grantee Facilities under this Franchise shall have preference as to positioning and location with respect to the Grantee Facilities. However, to the extent that the Grantee Facilities are completed and installed prior to another utility's submittal of a permit for new or additional structures, equipment, appurtenances or tangible property, then the Grantee Facilities shall have priority. These rules governing preference shall continue in the event of the necessity of relocating or changing the grade of any City road or right-of-way. A relocating utility shall not necessitate the relocation of another utility that otherwise would not require relocation. This Section shall not apply to any City facilities or utilities that may in the future require the relocation of Grantee Facilities. Such relocations shall be governed by Section 11.

B. Grantee shall maintain a minimum underground horizontal separation of five (5) feet from City water, sanitary sewer and storm sewer facilities and ten (10) feet from above-ground City water facilities; provided, that for development of new areas, the City, in consultation with Grantee and other utility purveyors or authorized users of the Public Way, will develop guidelines and procedures for determining specific utility locations.

Section 10. Grantee Information

A. Grantee agrees to supply, at no cost to the City, any information reasonably requested of the City Engineering Aide to coordinate municipal functions with Grantee's activities and fulfill any municipal obligations under state law. Said information shall include, at a minimum, as-built drawings of Grantee Facilities, installation inventory, and maps and plans showing the location of existing or planned facilities within the City. Said information may be requested either in hard copy or electronic format, compatible with the City's data base system, as now or hereinafter existing, including the City's geographic information Service (GIS) data base. Grantee shall keep the City Right-of-Way

Manager informed of its long-range plans for coordination with the City's long-range plans.

B. The parties understand that Washington law limits the ability of the City to shield from public disclosure any information given to the City. Accordingly, the City agrees to notify the Grantee of requests for public records related to the Grantee, and to give the Grantee a reasonable amount of time to obtain an injunction to prohibit the City's release of records.

Grantee shall indemnify and hold harmless the City for any loss or liability for fines, penalties, and costs (including attorneys fees) imposed on the City because of non-disclosures requested by Grantee under Washington's open public recordsact, provided the City has notified Grantee of the pending request.

Section 11. Relocation of Grantee Facilities

A. Except as otherwise so required by law, Grantee agrees to relocate, remove, or reroute its facilities as ordered by the City Engineer at no expense or liability to the City, except as may be required by RCW Chapter 35.99. Pursuant to the provisions of Section 14, Grantee agrees to protect and save harmless the City from any customer or third-party claims for service interruption or other losses in connection with any such change, relocation, abandonment, or vacation of the Pubic Way.

B. If a readjustment or relocation of the Grantee Facilities is necessitated by a request from a party other than the City, that party shall pay the Grantee the actual costs thereof.

Section 12. Abandonment and or Removal of Grantee Facilities

A. Within one hundred and eighty days (180) of Grantee's permanent cessation of use of the Grantee Facilities, or any portion thereof, the Grantee shall, at the City's discretion, either abandon in place or remove the affected facilities.

B. The parties expressly agree that this Section shall survive the expiration, revocation or termination of this Franchise.

Section 13. Undergrounding

A. The parties agree that this Franchise does not limit the City's authority under federal law, state law, or local ordinance, to require the undergrounding of utilities.

B. Whenever the City requires the undergrounding of aerial utilities in the Franchise Area, the Grantee shall underground the Grantee Facilities in the manner specified by the City Engineer at no expense or liability to the City, except as may be required by RCW Chapter 35.99. Where other utilities are present and involved in the undergrounding project, Grantee shall only be required to pay its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of Grantee Facilities. Common costs shall include necessary costs for common trenching and utility vaults. Fair share shall be determined in comparison to the total number and size of all other utility facilities being undergrounded.

Section 14. Indemnification and Hold Harmless

A. The Grantee shall defend, indemnify, and hold the City and its officers, officials, agents, employees, and volunteers harmless from any and all costs, claims, injuries, damages, losses, suits, or liabilities of any nature including attorneys' fees arising out of or in connection with the Grantee's performance under this Franchise, except to the extent such costs, claims, injuries, damages, losses, suits, or liabilities are caused by the negligence of the City.

B. The Grantee shall hold the City harmless from any liability arising out of or in connection with any damage or loss to the Grantee Facilities caused by maintenance and/or construction work performed by, or on behalf of, the City within the Franchise Area or any other City road, right-of-way, or other property, except to the extent any such damage or loss is directly caused by the negligence of the City, or its agent performing such work.

C. The Grantee acknowledges that neither the City nor any other public agency with responsibility for fire fighting, emergency rescue, public safety or similar duties within the City has the capability to provide trench, close trench or confined space rescue. The Grantee, and its agents, assigns, successors, or contractors, shall make such arrangements as Grantee deems fit for the provision of such services. The Grantee shall hold the City harmless from any liability arising out of or in connection with any damage or loss to the Grantee for the City's failure or inability to provide such services, and, pursuant to the terms of Section 14(A), the Grantee shall indemnify the City against any and all third-party costs, claims, injuries, damages, losses, suits, or liabilities based on the City's failure or inability to provide such services.

D. Acceptance by the City of any work performed by the Grantee shall not be grounds for avoidance of this section.

E. It is further specifically and expressly understood that the indemnification provided herein constitutes the Grantee'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.

Section 15. Insurance

A. The Grantee shall procure and maintain for the duration of this Franchise, 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 Grantee, its agents, representatives, or employees in the amounts and types set forth below:

1. 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 \$1,000,000.00 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.

2. Commercial General Liability insurance with limits no less than \$1,000,000.00 each occurrence, \$2,000,000.00 general aggregate and a \$2,000,000.00 products-completed operations aggregate limit. Coverage shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, and personal injury and advertising injury and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Grantee's Commercial General Liability insurance policy with respect to the work performed under this Franchise using ISO Additional Insured Endorsement CG 20 10 10 01 and Additional Insured-Completed Operations

endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Professional Liability insurance with limits no less than \$1,000,000.00 per claim for all professional employed or retained Grantee to perform services under this Franchise.

4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

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

1. The Grantee'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 in excess of the Grantee's insurance and shall not contribute with it.

2. The Grantee's insurance shall be endorsed to state that coverage shall not be cancelled by either party except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

C. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

D. Verification of Coverage. Grantee shall furnish the City with documentation of insurer's A.M. Best rating and with original certificates and a copy of amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

E. Grantee shall have the right to self-insure any or all of the above-required insurance. Any such self insurance is subject to approval by the City.

F. Grantee's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of Grantee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 16. Performance Security

The Grantee shall provide the City with a financial guarantee in the amount of Fifty Thousand Dollars (\$50,000.00) running for, or renewable for, the term of this Franchise, in a form and substance acceptable to the City. In the event Grantee shall fail to substantially comply with any one or more of the provisions of this Franchise, then there shall be recovered jointly and severally from the principal and any surety of such financial guarantee any damages suffered by City as a result thereof, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of facilities hereinabove described. Grantee specifically agrees that its failure to comply with the terms of Section 19 shall constitute damage to the City in the monetary amount set forth therein. Such a financial guarantee shall not be construed to limit the Grantee's liability to the guarantee amount, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 17. Successors and Assignees

A. All the provisions, conditions, regulations and requirements herein contained shall be binding upon the successors, assigns of, and independent contractors of the Grantee, and all rights and privileges, as well as all obligations and liabilities of the Grantee shall inure to its successors, assignees and contractors equally as if they were specifically mentioned herein wherever the Grantee is mentioned.

B. This Franchise shall not be leased, assigned or otherwise alienated without the express prior consent of the City by ordinance; Provided, that prior consent for an assignment to Grantee's affiliates may be granted administratively.

C. Grantee and any proposed assignee or transferee shall provide and certify the following to the City not less than sixty (60) days prior to the proposed date of transfer: (a) Complete information setting forth the nature, term and conditions of the proposed assignment or transfer; (b) All information required by the City of an applicant for a Franchise with respect to the proposed assignee or transferee; and, (c) An application fee which shall be set by the City, plus any other costs actually and reasonably incurred by the City in processing, and investigating the proposed assignment or transfer.

D. Prior to the City's consideration of a request by Grantee to consent to a Franchise assignment or transfer, the proposed Assignee or Transferee shall file with the City a written promise to unconditionally accept all terms of the

Franchise, effective upon such transfer or assignment of the Franchise. The City is under no obligation to undertake any investigation of the transferor's state of compliance and failure of the City to insist on full compliance prior to transfer does not waive any right to insist on full compliance thereafter.

Section 18. Dispute Resolution

A. In the event of a dispute between the City and the Grantee arising by reason of this Agreement, the dispute shall first be referred to the operational officers or representatives designated by Grantor and Grantee to have oversight over the administration of this Agreement. The officers or representatives shall meet within thirty (30) calendar days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.

B. If the parties fail to achieve a resolution of the dispute in this manner, either party may then pursue any available judicial remedies. This Franchise shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case, and such fees shall be included in the judgment.

Section 19. Enforcement and Remedies

A. If the Grantee shall willfully violate, or fail to comply with any of the provisions of this Franchise through willful or unreasonable negligence, or should it fail to heed or comply with any notice given to Grantee under the provisions of this agreement, the City may, at its discretion, provide Grantee with written notice to cure the breach within thirty (30) days of notification. If the City determines the breach cannot be cured within thirty days, the City may specify a longer cure period, and condition the extension of time on Grantee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or the Grantee does not comply with the specified conditions, the City may, at its discretion, either (1) revoke the Franchise with no further notification, or (2) claim damages of Two Hundred Fifty Dollars (\$250.00) per day against the financial guarantee set forth in Section 16 for every day after the expiration of the cure period that the breach is not cured.

B. Should the City determine that Grantee is acting beyond the scope of permission granted herein for Grantee Facilities and Grantee Services, the City reserves the right to cancel this Franchise and require the Grantee to apply for, obtain, and comply with all applicable City permits, franchises, or other City permissions for such actions, and if the Grantee's actions are not allowed under applicable federal and state or City laws, to compel Grantee to cease such actions.

Section 20. Compliance with Laws and Regulations

A. This Franchise is subject to, and the Grantee shall comply with all applicable federal and state or City laws, regulations and policies (including all applicable elements of the City's comprehensive plan), in conformance with federal laws and regulations, affecting performance under this Franchise. Furthermore, notwithstanding any other terms of this agreement appearing to the contrary, the Grantee shall be subject to the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the general public in relation to the rights granted in the Franchise Area.

B. The City reserves the right at any time to amend this Franchise to conform to any hereafter enacted, amended, or adopted federal or state statute or regulation relating to the public health, safety, and welfare, or relating to roadway regulation, or a City Ordinance enacted pursuant to such federal or state statute or regulation upon providing Grantee with thirty (30) days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. Said amendment shall become automatically effective upon expiration of the notice period unless, before expiration of that period, the Grantee makes a written call for negotiations over the terms of the amendment. If the parties do not reach agreement as to the terms of the amendment within thirty (30) days of the call for negotiations, the City may enact the proposed amendment, by incorporating the Grantee's concerns to the maximum extent the City deems possible.

C. The City may terminate this Franchise upon thirty (30) days written notice to the Grantee, if the Grantee fails to comply with such amendment or modification.

Section 21. License, Tax and Other Charges

This Franchise shall not exempt the Grantee from any future license, tax, or charge which the City may hereinafter adopt pursuant to authority granted to it

under state or federal law for revenue or as reimbursement for use and occupancy of the Franchise Area.

Section 22. Consequential Damages Limitation

Notwithstanding any other provision of this Agreement, in no event shall either party be liable for any special, incidental, indirect, punitive, reliance, consequential or similar damages.

Section 23. Severability

If any portion of this Franchise is deemed invalid, the remainder portions shall remain in effect.

Section 24. Titles

The section titles used herein are for reference only and should not be used for the purpose of interpreting this Franchise.

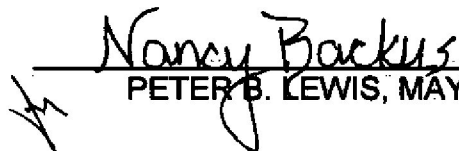
Section 25. Implementation.

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

Section 26. 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: APR - 1 2013
PASSED: APR - 1 2013
APPROVED: APR - 1 2013



PETER B. LEWIS, MAYOR

ATTEST:


Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:


Daniel B. Feld, City Attorney

Published: April 4, 2013 in the *Seattle Times*

Franchise Agreement No 12-41 Zayo Group LLC

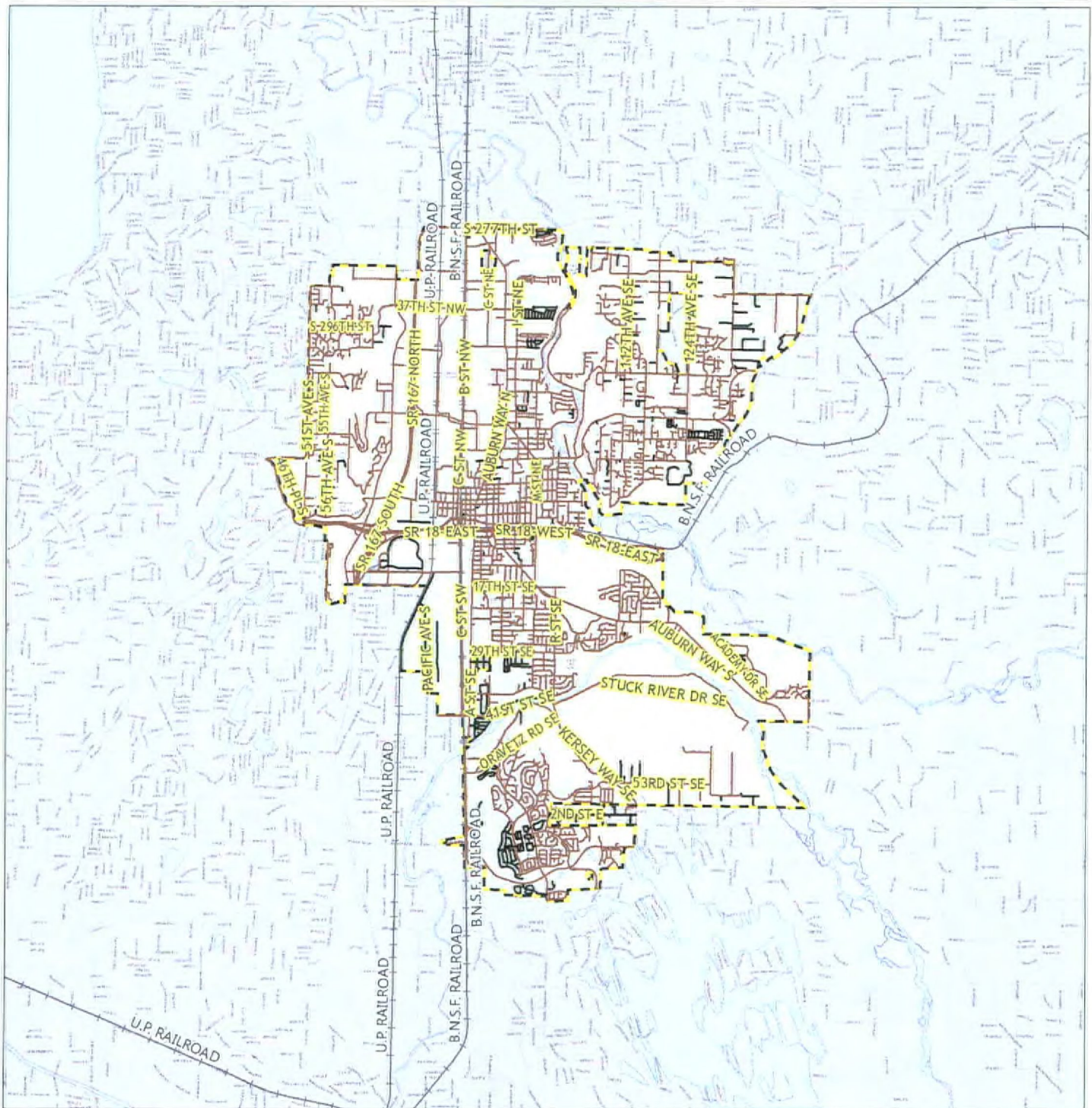


Exhibit "A" Franchise Area City Limits

Printed Date: 1/29/2013

Map Created by City of Auburn eGIS

Information shown is for general reference purposes only and does not necessarily represent exact geographic or cartographic data as mapped. The City of Auburn makes no warranty as to its accuracy.



Exhibit "B"

Grantee Facilities

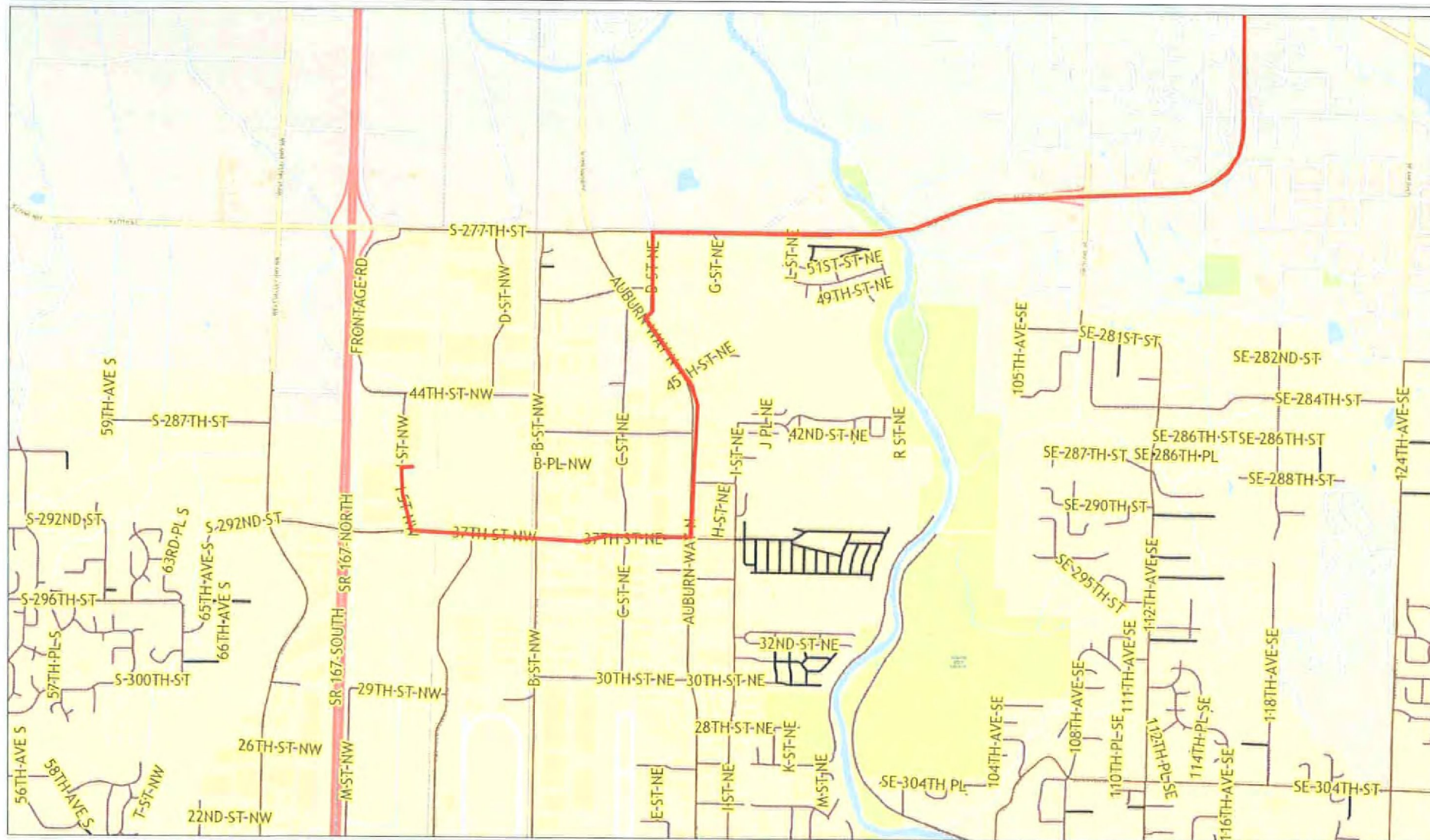
Underground and overhead fiber optic cable consisting of individual fiber optic strands.

Exhibit "C"

Grantee Services

Zayo is a provider of bandwidth infrastructure solutions, offering traditional lit telecommunications services (including private lines and wavelengths, Internet access and co-location) to wholesale and enterprise customers over a fiber-optic network in metropolitan markets from coast-to-coast. Wholesale carrier customers include telecom, wireless, cable, LEC and Internet service providers. Enterprise customers include web-centric and technology businesses, government entities, educational institutions, financial services companies, healthcare providers and smaller firms needing to connect multiple facilities. Zayo does not provide any residential, voice, cable or video service.

Zayo Group Proposed Initial Buildout



Proposed initial buildout alignment. Final alignment and location to be determined during engineering review of required construction permits.

Printed Date:1/29/2013
Map Created by City of Auburn eGIS

Information shown is for general reference purposes only and does not necessarily represent exact geographic or cartographic data as mapped. The City of Auburn makes no warranty as to its accuracy.



EXHIBIT "D"

STATEMENT OF ACCEPTANCE

Zayo Group, LLC, for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions and provisions of the Franchise attached hereto and incorporated herein by this reference.

[Grantee]

By: [Signature]
Name: Greg Friedman
Title: CEO-ZFTI, Zayo Group, LLC

Date: 4/11/13

STATE OF Colorado)
)ss.
COUNTY OF Boulder)

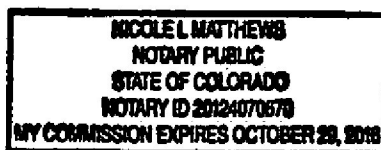
On this 11th day of April, 2013, before me the undersigned, a Notary Public in and for the State of Colorado, duly commissioned and sworn, personally appeared, Greg Friedman of Zayo Group, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date hereinabove set forth.

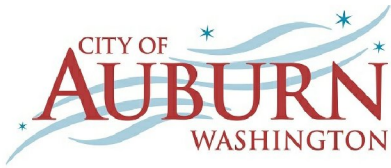
[Signature]
Signature

NOTARY PUBLIC in and for the State of
Colorado, residing at Boulder County

MY COMMISSION EXPIRES: 10/29/14



Ordinance No. 6452
Franchise Agreement No. 12-41
DATE 01/29/2013



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5342

Department:

CD & PW

Attachments:

[Res 5342 and Exhibit A](#)

Date:

December 29, 2017

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council adopt Resolution No. 5342.

Background Summary:

Resolution No. 5342 authorizes the Mayor to execute an agreement between the City and the Washington State Department of Transportation (WSDOT) relating to WSDOT's pavement preservation project on SR-18 from West Valley Highway east to the City limits.

This resolution would allow the City to enter into an agreement with WSDOT to include pavement maintenance (full depth patching as needed, grind, overlay, and signal restoration) improvements to West Valley Highway from Peasley Canyon Road to SR-18 in WSDOT's construction contract. These improvements would be paid for by the City. Including the improvements with the WSDOT construction contract will reduce the overall construction impacts to the travelling public and is more cost effective than the City producing a separate construction contract for the City improvements.

The pavement preservation on West Valley Highway would be funded from the City's arterial street preservation fund (105 fund). The estimated cost for the improvements is \$432,031.40. Additionally, the agreement authorizes up to 10% in construction contingency in case there are unexpected conditions or changes.

Reviewed by Council Committees:**Councilmember:**

Meeting Date: January 16, 2018

Staff:

Snyder

Item Number:

RES.B

RESOLUTION NO. 5 3 4 2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERAGENCY AGREEMENT BETWEEN THE CITY OF AUBURN AND THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION RELATING TO A PROJECT ON WEST VALLEY HIGHWAY FROM PEASLEY CANYON ROAD TO SR-18

WHEREAS, WSDOT is proceeding with a pavement maintenance project on SR-18 from West Valley Highway to east beyond the City limits; and

WHEREAS, the pavement on West Valley Highway from Peasley Canyon Road to SR-18 requires maintenance; and

WHEREAS, there is a mutual benefit to the City and WSDOT in having WSDOT perform the needed pavement maintenance on West Valley Highway during the construction of the SR-18 pavement maintenance project; and

WHEREAS, the City is willing to compensate WSDOT for its costs to design and construct the improvements.

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

Section 1. The Mayor is hereby authorized to execute an Interagency Agreement with WSDOT for the purpose of WSDOT constructing the pavement maintenance on West Valley Highway from Peasley Canyon Road to SR-18, in substantial conformity with the agreement attached hereto, marked as Exhibit "A" and incorporated herein by this reference.

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 _____, 2018.

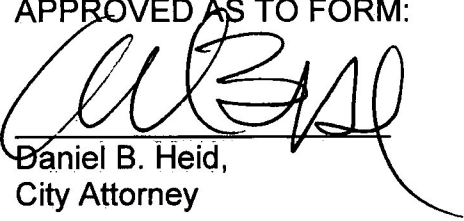
CITY OF AUBURN

ATTEST:

NANCY BACKUS
MAYOR

Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:



Daniel B. Heid,
City Attorney


**Washington State
Department of Transportation**

Local Agency Participating Agreement Work by State - Actual Cost		Local Agency and Address:	
		City of Auburn 25 West Main Street Auburn, WA 98001	
Agreement Number:		Section/Location:	
GCB 2892		SR 18 and West Valley Interchange	
State Route Number:	Control Section Number:	Plans, Specifications and Cost Estimates (PS&E) for the Local Agency Work by LOCAL AGENCY? ☐ Yes ☒ No	
SR 18		PS&E Due Date:	
Region:		Description of Work:	
Northwest Region		State to provide planning, design and construction for the West Valley Highway and Peasley Canyon Rd. per Exhibit B, Description of Work	
Advance Payment Required? ☐ Yes ☒ No			
Advance Payment Amount:			
0			
STATE		LOCAL AGENCY	
State Agency Representatives:		Local Agency Representatives:	
Washington State Department of Transportation		City of Auburn	
Name:		Name:	
John M. Chi, P.E.		Ingrid Gaub, P.E.	
Title:		Title:	
Project Engineer		Assistant Director Engineering	
Address:		Address:	
15700 Dayton Ave. N, Seattle, WA 98133		25 West Main Street Auburn, WA 98001	
E-mail Address:		E-mail Address:	
chi@wsdot.wa.gov		igaub@auburnwa.gov	
Phone:		Phone:	
206-440-4612		253-804-3113	

This Agreement is made and entered into between the Washington State Department of Transportation (STATE) and the above named governmental entity (LOCAL AGENCY).

WHEREAS, the STATE is planning the construction or improvement of a section of the state route as shown above, and in connection therewith, the LOCAL AGENCY has requested that the STATE perform certain work for the LOCAL AGENCY as described above under Description of Work and/or further described in Exhibit B, (Work), and

WHEREAS, it is deemed to be in the public's best interest for the STATE to include the requested Work in the STATE's construction contract for the state route improvement, and

WHEREAS, the LOCAL AGENCY is obligated for the cost of the Work described herein,

NOW, THEREFORE, pursuant to RCW 47.28.140 and/or chapter 39.34 RCW and in consideration of the terms, conditions, and performances contained herein, the recitals as stated above, and the attached Exhibits which are incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. PLANS, SPECIFICATIONS, AND COST ESTIMATES

- 1.1 The STATE, on behalf of the LOCAL AGENCY, agrees to perform the Work, as further provided herein and pursuant to the attached exhibits. Exhibit A is the Cost Estimate and Exhibit B, if included as an attachment, further defines the Work to be constructed for the LOCAL AGENCY. The combination of the LOCAL AGENCY's Work and the STATE's improvements hereinafter constitute the Project.

- 1.2 If indicated in the above heading, the LOCAL AGENCY shall provide the STATE with plans, specifications and cost estimates (PS&E) for the Work.
- 1.2.1 The PS&E shall be in accordance with the state of Washington Standard Specifications for Road, Bridge and Municipal Construction, and its amendments thereto (Standard Specifications), current at the time of Project advertisement, mutually acceptable design standards, or the LOCAL AGENCY's standards, if applicable and specified by the LOCAL AGENCY. Backup calculations for quantities and breakdowns for lump sum items shall be included with the PS&E for the Work.
- 1.2.2 If the PS&E for the Work, with backup calculations and breakdowns, is not delivered by the above PS&E due date, the STATE, at its sole discretion, may proceed without the LOCAL AGENCY Work included with the STATE's Improvements. The LOCAL AGENCY agrees to reimburse all STATE costs incurred up to and as a result of the LOCAL AGENCY's failure to timely provide the PS&E. This Agreement shall terminate upon receipt of all reimbursement payments in accordance with Section 6.
- 1.3 The STATE will incorporate the LOCAL AGENCY's Work or Work PS&E into the STATE's PS&E for the STATE's Improvements to produce a combined advertisement (Ad) ready PS&E for the Project. The STATE will document STATE-performed engineering design work required to incorporate the Work or Work PS&E into the STATE's PS&E (Design Documentation). The State shall provide up to two intermediate review sets of the PS&E and Design Documentation at mutually agreeable milestones. The STATE will provide the LOCAL AGENCY with one (1) reproducible copy of the stamped final Design Documentation prior to the proposed Ad date.
- 1.4 The STATE will provide the LOCAL AGENCY with one (1) reproducible copy of the Ad ready PS&E for the Project a minimum of thirty (30) working days prior to the proposed Ad date. The LOCAL AGENCY will have fifteen (15) working days to review the Ad ready PS&E for the Project, resolve any concerns, and provide the STATE with written approval, conditional approval, or rejection of the Ad ready PS&E for the Work portion of the Project. In the event the Work portion of the Ad ready PS&E is conditionally approved or rejected, the LOCAL AGENCY shall include the reasons for conditional approval or rejection. The LOCAL AGENCY may request an extension of time in writing, provided that the STATE receives the written request not later than fifteen (15) working days after the LOCAL AGENCY has received the Ad ready PS&E. The STATE shall provide a written response, indicating the number of working days extended, if any.
- 1.5 If the STATE does not receive the LOCAL AGENCY's written approval, conditional approval or rejection of the Work portion of the Ad ready PS&E within fifteen (15) working days and any approved extension of time pursuant to Section 1.4, or if the STATE cannot accept the LOCAL AGENCY's condition(s) of approval, or if the LOCAL AGENCY has not acquired all right of way and permits required to construct, maintain, and operate the Work, the STATE may, at its sole discretion, delete the Work from the Project and advertise the STATE's improvements. The LOCAL AGENCY agrees to reimburse the STATE for engineering costs and actual direct and related indirect costs incurred by the STATE associated with either the STATE or LOCAL AGENCY deleting the Work from the Project. This Agreement shall then terminate upon receipt of all reimbursement payments in accordance with Section 6.

2. BID, AWARD, AND COST ADJUSTMENTS

- 2.1 The STATE will advertise the Project for bids. The STATE will be the LOCAL AGENCY's representative during the Ad and Project contract award period. When requested by the STATE, the LOCAL AGENCY shall timely assist the STATE in answering bid questions and resolving any design issues that may arise that are associated with the Work. All comments and clarifications must go through the STATE.
- 2.2 If the LOCAL AGENCY is responsible for preparing the Work PS&E, the LOCAL AGENCY agrees to provide the STATE with any addenda required for the Work during the Ad period, to the Parties' mutual satisfaction.
- 2.3 The STATE shall provide the LOCAL AGENCY with written notification of the bid price for the Work. The LOCAL AGENCY shall have five (5) working days from the date of written notification to provide the STATE written approval of the bid price for the Work, or request the Work be deleted from the Project. The LOCAL AGENCY may request an extension of time in writing, provided that the STATE receives the written request not later than five (5) working days after the LOCAL AGENCY has received the written notification. The STATE shall provide a written response indicating the number of working days extended, if any.

2.4 The LOCAL AGENCY acknowledges that if it fails to provide the STATE with written approval of the bid price for the Work or request that the Work be deleted from the Project within five (5) working days and any approved extension of time pursuant to Section 2.3, the STATE shall delete the Work from the Project. In this event, the LOCAL AGENCY agrees to reimburse the STATE for engineering costs and actual direct and related indirect costs incurred by the STATE associated with deleting the Work from the Project. The LOCAL AGENCY understands that deleting the Work from the Project may require an equitable adjustment to the Project contract and agrees to reimburse the STATE for costs associated with the equitable adjustment. This Agreement shall then terminate upon receipt of all reimbursement and equitable adjustment payments in accordance with Section 6.

2.5 If the LOCAL AGENCY approves the bid price for the Work and the STATE does not award or execute the Project contract, but thereafter re-advertises the Project for bids, the STATE agrees to pay all STATE costs to re-advertise the Project. The LOCAL AGENCY agrees that the STATE is not responsible for increased bid prices or delay to the Work or other impacts to the LOCAL AGENCY resulting from re-advertising the Project.

2.6 If the LOCAL AGENCY approves the bid price for the Work and the STATE does not award or execute the Project contract and does not re-advertise the Project for bids, this Agreement shall terminate upon receipt of all reimbursement payments in accordance with Section 6. The LOCAL AGENCY agrees that the STATE is not responsible for potential increased costs for the Work, delay to the Work or other impacts to the LOCAL AGENCY resulting from not awarding the Project.

3. CONSTRUCTION

3.1 The STATE will be the LOCAL AGENCY's representative during construction and will act as owner in the administration of the contract for the Work. The STATE will designate a STATE Project Engineer to provide all services and tools, including but not limited to construction administration, inspection, materials testing, and representation, necessary to administer and manage the contract to ensure that the Work is constructed in accordance with the contract.

3.2 The LOCAL AGENCY may consult with and inquire of the STATE Project Engineer, attend all meetings, and have access to all documentation concerning the Work. The LOCAL AGENCY shall not provide direction, directly or indirectly, to the STATE's contractor. All formal contacts between the LOCAL AGENCY and the contractor shall be through the STATE's representative.

3.3 When it becomes known that quantities for a unit bid item will exceed plan quantity for the Work by ten (10) percent or result in a cost increase for the Work exceeding the total amount by the percentage listed under Section 6.5, the STATE shall consult with the LOCAL AGENCY on possible courses of action within three (3) working days in accordance with Section 4.

3.4 The LOCAL AGENCY may inspect the Work. Any costs for such inspection shall be borne solely by the LOCAL AGENCY. All contact between said inspector and the contractor shall be only through the STATE's inspector or the STATE's representative.

3.5 The STATE will prepare the final construction documentation in general conformance with the STATE's Construction Manual. The STATE will maintain one set of plans as the official "as-built" set, then make notations in red ink of all plan revisions typically recorded per standard STATE practices, as directed by the STATE's Construction Manual. Once the LOCAL AGENCY has accepted the Work per Section 5, the STATE will provide one reproducible set of as-built plans to the LOCAL AGENCY within Ninety (90) working days.

4. CONTRACT CHANGES

4.1 Changes to the Project contract will be documented by change order in accordance with the Standard Specifications. The STATE shall process change orders for all changes affecting the Work in the manner set forth in subsection SS 1-04.4, Approval of Changes/Checklist, STATE Construction Manual, current edition.

4.2 Required changes involve such changes in quantities or alterations to the Work as are necessary to satisfactorily complete the Project. All other changes affecting the Work shall be considered elective changes.

- 4.3 The LOCAL AGENCY authorizes the STATE to initiate all required changes affecting the Work and to negotiate, document and execute the associated change orders. The LOCAL AGENCY agrees to pay for the increases in cost, if any, for the required changes affecting the Work in accordance with Section 6.
- 4.4 The STATE will advise the LOCAL AGENCY of any proposed required changes affecting the Work as soon as possible and provide it with an opportunity, if time permits, to review the change before implementation. The STATE will determine the length of the review time based upon the need to expedite the change to avoid delay to the contractor.
- 4.5 The LOCAL AGENCY may request additions to the Work through the STATE in writing. The STATE will implement the requested changes as elective changes, provided that a change does not negatively impact the STATE's transportation system and complies with the Standard Specifications, Project permits, state and/or federal law, applicable rules and/or regulations, and/or STATE design policies, and does not unreasonably delay critically scheduled Project contract activities.
- 4.6 All elective changes to the Work shall be approved in writing by the LOCAL AGENCY before the STATE directs the contractor to implement the changes, even if an executed change order is not required by the Project contract. The LOCAL AGENCY agrees to pay for the increases in cost, if any, for such elective changes in accordance with Section 6.
- 4.7 The STATE will make available to the LOCAL AGENCY all change order documentation related to the Work.
- 4.8 In the event it is determined that the LOCAL AGENCY does not have sufficient funds to complete the Work, the STATE and the LOCAL AGENCY shall negotiate to determine the future of the Work. If it is determined that the Work cannot proceed, the Work shall be brought to a level that is safe for public use and the STATE will terminate the remainder of the Work from the Project contract. In the event the Work is terminated, Section 5 shall apply for that portion of the Work completed up to the time of termination. The LOCAL AGENCY agrees to pay all costs associated with termination, including contractor claims, in accordance with Section 6.

5. ACCEPTANCE

- 5.1 Prior to Work acceptance, the STATE and LOCAL AGENCY will perform a joint final inspection. The LOCAL AGENCY agrees, upon satisfactory completion of the Work and receipt of a Notice of Physical Completion of the Work, as determined by the STATE, to deliver a letter of acceptance to the STATE which shall include a release of the STATE from all future claims or demands of any nature resulting from the performance of the Work and STATE administration thereof, outside STATE right of way, subject to any contractor claims (Section 8) caused by the negligent acts or omissions of the STATE in administering the Work.
- 5.2 If a letter of acceptance is not received by the STATE within ninety (90) days following delivery of a Notice of Physical Completion of the Work to the LOCAL AGENCY, the Work and STATE administration thereof shall be considered accepted by the LOCAL AGENCY, and the STATE shall be released from all future claims and demands of any nature resulting from the performance of the Work and the STATE's administration thereof, outside STATE right of way, subject to any contractor claims (Section 8) caused by the negligent acts or omissions of the STATE in administering the Work.
- 5.3 The LOCAL AGENCY may withhold its acceptance of the Work by submitting written notification to the STATE within Sixty ☐ Working ☒ Calendar (60) days following delivery of a Notice of Physical Completion of the Work. This notification shall include the reason(s) for withholding acceptance.

6. PAYMENT

- 6.1 The LOCAL AGENCY, in consideration of the faithful performance of the Work performed by the STATE and its contractor, agrees to reimburse the STATE for the actual direct and related indirect costs of the Work, as estimated in Exhibit A.
- 6.2 The STATE shall provide detailed invoices to the LOCAL AGENCY for the Work performed by the STATE and its contractor or for costs incurred as provided in Sections 1.2.2, 1.5, 2.4, 4.8 or 8.1.4, and the LOCAL AGENCY agrees to make payment within thirty (30) days from receipt of an invoice. A payment will not constitute agreement as to the appropriateness of any item. At the time of the final invoice, the Parties will resolve any discrepancies.
- 6.3 The LOCAL AGENCY agrees that if it does not make payment within ninety (90) days after receipt of an invoice, the STATE may deduct and expend any monies to which the LOCAL AGENCY is entitled to receive from the Motor Vehicle Fund.

6.4 **Advance Payment:** If an advance payment is required, the LOCAL AGENCY agrees to pay the STATE the "Advance Payment Amount," shown above, within twenty (20) days after receipt of Project contract award notification. The advance payment represents approximately fifteen percent (15%) of the cost estimate and covers costs incurred by the STATE in the initial stages of the Work. The advance payment will be carried throughout the life of the LOCAL AGENCY's cost obligations, with final adjustment made in the final invoice.

6.5 **Increase in Cost:** In the event unforeseen conditions require an increase in the cost of the Work above the cost estimate (including sales tax, engineering, and contingencies) by more than ten (10) percent, the Parties agree to modify this Agreement by executing a written amendment to address the increase pursuant to Section 10.1, or implement Section 4.8.

7. RIGHT OF ENTRY

7.1 The LOCAL AGENCY hereby grants to the STATE and its authorized agents, contractors, subcontractors, and employees, a right of entry upon all land in which the LOCAL AGENCY has an interest for the purpose of constructing the Project.

7.2 Where applicable, the LOCAL AGENCY hereby grants to the STATE and its authorized agents, contractors, subcontractors, and employees, a right of entry upon all land in which the LOCAL AGENCY has an interest for the STATE to construct, operate, maintain and/or reconstruct signal loop detectors and appurtenances for signals belonging to the STATE, if any, that are constructed within the LOCAL AGENCY's right of way. The terms of this Section 7.2 shall survive the termination of this Agreement.

8. CLAIMS

8.1 Claims for Additional Payment

8.1.1 In the event the contractor makes claims for additional payment associated with the Work, the STATE will immediately notify the LOCAL AGENCY of such claims. Such claims shall be made in the manner and form as provided for in the Standard Specifications.

8.1.2 The LOCAL AGENCY shall not be obligated to pay such claims or their cost of defense to the extent that the claims are caused by the negligent acts or omissions of the STATE in administering the Work.

8.1.3 The LOCAL AGENCY shall have the right to review and comment on any settlement for claims associated with the Work. However, the STATE shall have the ultimate right to settle such claims. In the event the LOCAL AGENCY does not agree with the claim settlement as negotiated by the STATE, the LOCAL AGENCY shall reserve the right to not financially participate in the negotiated claim settlement. If agreement cannot be reached between the LOCAL AGENCY and the STATE on a claim settlement, the Parties agree to follow the dispute resolution procedure in Section 10.7.

8.1.4 If the STATE agrees, the LOCAL AGENCY may defend contractor claims associated with the Work at its own cost, and in doing so, the LOCAL AGENCY agrees to pay any resulting settlement, court judgment or arbitration award. The STATE will cooperate with the LOCAL AGENCY in the LOCAL AGENCY's defense of the claims. The LOCAL AGENCY agrees to reimburse any STATE costs, including attorneys fees, incurred in providing such assistance in accordance with Section 6.

8.2 **Claims for Damages:** After Work acceptance, in the event of claims for damages or loss attributable to bodily injury, sickness, death, or injury to or destruction of property that occurs within the limits of the Work located on the LOCAL AGENCY's right of way, the LOCAL AGENCY shall defend such claims and hold harmless the STATE therefrom, and the STATE shall not be obligated to pay any claim, judgment or cost of defense. Nothing in this Section, however, shall remove from the STATE any responsibility defined by the current laws of the state of Washington or from any liability for damages caused by the STATE's own negligent acts or omissions independent of the Work performed pursuant to this Agreement.

9. OWNERSHIP, OPERATION, AND MAINTENANCE

9.1 Upon acceptance of the Work as provided in Section 5, the LOCAL AGENCY shall be the sole owner of that portion of the Work located within the LOCAL AGENCY's right of way, and the LOCAL AGENCY shall be solely responsible for ownership and all future operation and maintenance of the Work at its sole cost, without expense, cost, or liability to the STATE.

- 9.2 STATE facilities constructed on LOCAL AGENCY right of way, if any, as identified in Section 7.2 shall be owned by the STATE, and the STATE shall be responsible for the operation and maintenance of such facilities at the STATE's sole cost, until removed. The terms of this Section shall survive the termination of this Agreement.
10. **GENERAL PROVISIONS**
- 10.1 Amendment: This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.
- 10.2 Termination: Neither the STATE nor the LOCAL AGENCY may terminate this Agreement without the written concurrence of the other Party, except as otherwise provided under Sections 1.2.2, 1.5, 2.4, and 2.6.
- 10.2.1 If this Agreement is terminated prior to the fulfillment of the terms stated herein, the LOCAL AGENCY agrees to reimburse the STATE for the actual direct and related indirect expenses and costs it has incurred for the Work up to the date of termination, as well as the costs of non-cancelable obligations.
- 10.2.2 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
- 10.3 Independent contractor: The STATE shall be deemed an independent contractor for all purposes, and the employees of the STATE or any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be employees of the LOCAL AGENCY.
- 10.4 Indemnification: The Parties shall protect, defend, indemnify, and hold harmless each other and their employees, authorized agents, and/or contractors, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, each Party's obligations to be performed pursuant to the provisions of this Agreement. The Parties shall not be required to indemnify, defend, or hold harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of the other Party; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) the STATE, its employees, authorized agents, or contractors and (b) the LOCAL AGENCY, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of each Party, its employees, authorized agents, and/or contractors.
- 10.5 Acceptance of Liability: The LOCAL AGENCY agrees and accepts full liability for (1) the PS&E provided for the Work to the STATE, if any; and (2) for any Work the LOCAL AGENCY has provided direction to the STATE to design and/or construct outside the STATE's right of way and/or STATE's jurisdiction that does not meet STATE standards.
- 10.6 Survivability: Sections 10.4 and 10.5 shall survive the termination of this Agreement.
- 10.7 Disputes: In the event that a dispute arises under this Agreement, it shall be resolved as follows: The STATE and the LOCAL AGENCY shall each appoint a member to a disputes board, these two members shall select a third board member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. The Parties shall equally share in the cost of the third disputes board member; however, each Party shall be responsible for its own costs and fees.
- 10.8 Venue: In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in Thurston County Superior Court. Further, the Parties agree that each will be solely responsible for payment of its own attorneys fees, witness fees, and costs.
- 10.9 Audits/Records: All Project records for the Work in support of all costs incurred shall be maintained by the STATE for a period of three (3) years. The LOCAL AGENCY shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. Should the LOCAL AGENCY require copies of any records, it agrees to pay the costs thereof. The Parties agree that the Work performed herein is subject to audit by either or both Parties and/or their designated representatives, and/or state of Washington and/or the federal government.

10.10 Term of Agreement: Unless otherwise provided herein, the term of this Agreement shall commence as of the date this Agreement is fully executed and shall continue until the Work is accepted by the LOCAL AGENCY pursuant to Section 5, or as otherwise provided herein, and all obligations for payment have been met.

10.11 Working Days: Working days for this Agreement are defined as Monday through Friday, excluding Washington State holidays per RCW 1.16.050.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date signed last below.

LOCAL AGENCY	STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION
By:	By:
Printed Name: <i>Nancy Backus</i>	Printed Name:
Title: <i>Mayor</i>	Title:
Date:	Date:

Estimate - City Contribution (West Valley & Peasley Canyon)				Peasley Canyon		West Valley within Limited Access		Total Project Costs	
Std. Item	Item	Unit Price	UOM	Qty	Cost	Qty	Cost	Qty	Cost
	1 - Preparation							0	\$0.00
0100	Removing Cement Conc. Sidewalk	\$35.00	S.Y.	10	\$350.00		\$0.00	10	\$350.00
	14 - Hot Mix Asphalt								
0332	Pavement Repair Excavation Incl. Haul	\$45.00	S.Y.	45	\$2,025.00	45	\$2,025.00	90	\$4,050.00
5100	Crushed Surfacing Base Course	\$35.00	Ton	20	\$700.00	20	\$700.00	40	\$1,400.00
	14 - Hot Mix Asphalt								
5703	Crack Sealing	\$3.00	L.F.	190	\$570.00	200	\$600.00	390	\$1,170.00
5711	Planing Bituminous Pavement	\$2.50	S.Y.	2560	\$6,400.00	3810	\$9,525.00	6370	\$16,925.00
5739	HMA for Pavement Repair Cl. 1/2 In. PG 68H-22	\$150.00	Ton	25	\$3,750.00	25	\$3,750.00	50	\$7,500.00
5767	HMA Cl. 1/2 In. PG 64-22	\$85.00	Ton	270	\$22,950.00	390	\$33,150.00	660	\$56,100.00
5830	Job Mix Compliance Price Adjustment	\$1.00	Calc.	1	\$695.50	1	\$994.50	1	\$1,690.00
5835	Compaction Price Adjustment	\$1.00	Calc.	1	\$467.00	1	\$663.00	1	\$1,130.00
5837	Asphalt Cost Price Adjustment	\$1.00	Calc.	1	\$238.60	1	\$331.50	1	\$570.00
6516	Cyclic Density Price Adjustment	\$1.00	Calc.	-1	-\$1.00	-1	-\$1.00	-1	-\$1.00
	Planing Pavement for Partial Depth Repair	\$6.00	S.Y.			50	\$300.00	50	\$300.00
	17 - Erosion Control and Roadside Restoration								
6403	ESC Lead	\$90.00	Day	1	\$90.00	1	\$90.00	2	\$180.00
6471	Inlet Protection	\$100.00	Each	4	\$400.00	2	\$200.00	6	\$600.00
6490	Erosion/Water Pollution Control	\$1.00	Est.	250	\$250.00	250	\$250.00	500	\$500.00
	18 - Traffic								
6700	Cement Conc. Traffic Curb and Gutter	\$55.00	L.F.	40	\$2,200.00			40	\$2,200.00
6707	Cement Conc. Pedestrian Curb	\$83.00	L.F.	31	\$1,843.00			31	\$1,843.00
7449	Operation Of Transportable Attenuator	\$60.00	Hr.	50	\$3,000.00	54	\$3,240.00	104	\$6,240.00
6807	Plastic Line	\$1.50	L.F.	400	\$600.00	1210	\$1,815.00	1610	\$2,415.00
6809	Profiled Plastic Line	\$1.50	L.F.	900	\$1,350.00	2370	\$3,555.00	3270	\$4,905.00
6846	Profiled Plastic Wide Lane Line	\$3.50	L.F.	400	\$1,400.00	710	\$2,485.00	1110	\$3,885.00
6857	Plastic Crosswalk Line	\$10.00	S.F.	400	\$4,000.00	0	\$0.00	400	\$4,000.00
6859	Plastic Stop Line	\$9.40	L.F.	100	\$940.00	90	\$846.00	190	\$1,786.00
6833	Plastic Traffic Arrow	\$192.00	Each	6	\$1,152.00	10	\$1,920.00	16	\$3,072.00
6871	Plastic Traffic Letter	\$60.00	Each	0	\$0.00	8	\$480.00	8	\$480.00
6881	Plastic Drainage Marking	\$35.00	Each	2	\$70.00	2	\$70.00	4	\$140.00
6884	Raised Pavement Marker Type 2	\$410.00	Hund.	0.8	\$328.00	1	\$410.00	1.8	\$738.00
6895	Temporary Pavement Marking - Short Duration	\$0.20	L.F.	3400	\$680.00	8580	\$1,716.00	11980	\$2,396.00
-	Temporary Crosswalk Line - Short Duration	\$2.50	S.F.	800	\$2,000.00	0	\$0.00	800	\$2,000.00
-	Temporary Stop Line - Short Duration	\$4.00	L.F.	200	\$800.00	180	\$720.00	380	\$1,520.00
-	Temporary Traffic Arrow - Short Duration	\$75.00	Each	12	\$900.00	20	\$1,500.00	32	\$2,400.00
-	Temporary Traffic Letter - Short Duration	\$30.00	Each	0	\$0.00	16	\$480.00	16	\$480.00
6912	Traffic Signal System 1	\$1.00	L.S.	20000	\$20,000.00	18000	\$18,000.00	38000	\$38,000.00
6912	Traffic Signal System 2	\$1.00	L.S.		\$0.00	16000	\$16,000.00	16000	\$16,000.00
6912	Traffic Signal System 3	\$1.00	L.S.		\$0.00	14500	\$14,500.00	14500	\$14,500.00
-	Temporary Video Detection	\$1.00	L.S.	6000	\$6,000.00	9000	\$9,000.00	15000	\$15,000.00
6956	Sequential Arrow Sign	\$3.40	Hr.	50	\$170.00	60	\$204.00	110	\$374.00
6973	Other Temporary Traffic Control	\$1.00	L.S.	1000	\$1,000.00	1980	\$1,980.00	2980	\$2,980.00
6980	Flaggers	\$55.00	Hr.	50	\$2,750.00	88	\$4,730.00	136	\$7,480.00
6992	Other Traffic Control Labor	\$58.00	Hr.	100	\$5,800.00	134	\$7,772.00	234	\$13,572.00
6974	Traffic Control Supervisor	\$65.00	L.S.	50	\$3,250.00	58	\$3,770.00	108	\$7,020.00
6982	Construction Signs Class A	\$26.00	S.F.	10	\$260.00	10	\$260.00	20	\$520.00
6969	Pedestrian Traffic Control	\$1.00	L.S.	700	\$700.00	400	\$400.00	1100	\$1,100.00
-	Contractor Provided Uniformed Police Officer	\$120.00	Hr.	50	\$6,000.00	58	\$6,960.00	108	\$12,960.00
	19 - Other Items								
-	Type B Progress Schedule	\$1.00	L.S.	100	\$100.00	100	\$100.00	200	\$200.00
-	ADA Features Surveying	\$1.00	L.S.	500	\$500.00	0	\$0.00	500	\$500.00
-	Referencing Existing Pavement Markings	\$1.00	L.S.	200	\$200.00	400	\$400.00	600	\$600.00
7055	Cement Conc. Sidewalk	\$140.00	S.Y.	4	\$560.00			4	\$560.00
7058	Cement Conc. Curb Ramp Type Parallel B	\$4,000.00	Each	1	\$4,000.00	0	\$0.00	1	\$4,000.00
7068	Cement Conc. Curb Ramp Type Single Direction A	\$2,000.00	Each	1	\$2,000.00	0	\$0.00	1	\$2,000.00
7480	Roadside Cleanup	\$1.00	Est.	300	\$300.00	300	\$300.00	600	\$600.00
7732	Aggregate Compliance Price Adjustment	\$1.00	Calc.	-1	-\$1.00			-1	-\$1.00
7736	SPCC Plan	\$1.00	L.S.	100	\$100.00	100	\$100.00	200	\$200.00
	Construction Subtotal				\$113,637.00		\$156,271.00		\$269,909.00
0001	Mobilization	10.0%							\$26,990.90
	Subtotal								\$296,899.90
	Miscellaneous	0.0%							\$0.00
	Subtotal								\$296,899.90
	Sales Tax Rate								10.0%
	Sales Tax								\$29,689.99
	Subtotal								\$326,589.89
	Construction Engineering	10.0%							\$32,658.99
	Contingencies	4.0%							\$13,063.60
	Construction Total								\$372,312.47
	PE Total	5%							\$18,615.62
	Overhead	11.0%							\$41,103.30
	Total Project Costs								\$432,031.40