



**SPECIAL MEETING AGENDA
MAPLE VALLEY CITY COUNCIL**

Monday, July 13, 2020
7:00 p.m.

City of Maple Valley City Hall
22017 SE Wax Road, Suite 200

THIS IS OFFERED AS A ZOOM WEBINAR ONLY. CALL IN AND JOINING INFORMATION AS FOLLOWS:

<https://maplevalleywa.zoom.us/j/94779345451?pwd=MzUvU3FYaXZyZEtXSdIWbXI0a1pHUT09>

Dial In option: 1-253-215-8782 Meeting ID: 947 7934 5451 Password: 089862

Time
Estimation

1. CALL TO ORDER
2. ROLL CALL
3. PUBLIC COMMENTS

Oral public comment shall be accepted at this meeting. Written public comment will also be accepted and shall be included with the minutes. Written public comment should be submitted by email to webmaster@maplevalleywa.gov by 10:00 AM July 13, 2020 should include name and address of commenter.

10 min.
10 min.
5 min.

- PRESENTATION: City Lobbyist Jim Hedrick
- NEW STAFF INTRODUCTIONS: Stephanie Williams and Robert Eaton
4. APPROVAL OF THE AGENDA
 5. CONSENT CALENDAR

The Consent Calendar is for those matters that have been discussed by Council previously or that are so routine that passage is likely.

- | | | |
|-----|---|----|
| (a) | Approval of Minutes of the Special Meetings on June 15, 18, and 22, 2020 | 1 |
| (b) | Approval of voucher checks, wire transfers, electronic funds transfer, payroll, and benefit checks numbered 30657-30697, 501326-501339 and, voided check(s) 501328, and direct deposits July 8, 2020 for a total amount of \$ 2,851,279.59 | 13 |
| (c) | Resolution No. R-20-1454 authorizing the City Manager to execute the 2020 Coronavirus Relief Fund (CRF) Agreement for local governments with the King County Office of Performance, Strategy, and Budget | 19 |
| (d) | Resolution No. R-20-1466 constituting Final Acceptance of the Public Works Construction Contract P-16 Lake Wilderness Parking Lot and Entrance Improvements, Phase 2 and authorizing staff to close out the contract with Maroni Construction, Inc. | 37 |
| (e) | Resolution No. R-20-1467 awarding the bid, and authorizing the City Manager to execute a Public Works Contract with Scotty's General Construction, Inc., for 2020 Stormwater Pond Water Quality Retrofits (S-10) | 45 |

Americans with Disabilities Act (ADA) reasonable accommodations provided upon request. Please call Shaunna Lee-Rice, City Clerk, at 425-413-8800.



- (f) Resolution No. R-20-1468 authorizing the City Manager to execute Amendment No. 1 to the Professional Services Agreement with DMP Inc., increasing the budget and adding to the scope of work relating to project S-10 water quality retrofits 51
- (g) Resolution No. R-20-1464 authorizing the City Manager to execute Utility Agreements for the Witte Road T28b Phase 2 project 67

6. PUBLIC HEARING

7. BOARD, COMMISSION, COMMITTEE REPORTS

25 min. 8. REPORT OF THE CITY MANAGER

- (a) CARES Act follow up
- (b) 4th of July follow up
- (c) Safe Start/Return to Play
- (d) Farmer’s Market

20 min. 9. COUNCIL REPORTS

- (a) Ironman Committee update
- (b) Town Hall Celebration Committee update 115
- (c) Finance Committee update

10. CONTINUED BUSINESS

- 15 min. (a) Resolution R-20-1469 adopt a new City of Maple Valley brand and begin implementation of the brand 117
..... Economic Development Manager Tim Morgan

- 10 min. (b) Resolution No. R-20-1471 Witte Road T-28b Phase 3 220th Ave SE scope Professional Services contract award with a roundabout that permanently closes 220th Avenue SE 129
.....Public Works/Community Development Director Tawni Dalziel

11. ORDINANCES, RESOLUTIONS, AND MOTIONS

12. NEW BUSINESS

- 5 min. (a) Ordinance No. O-20-701 reclassifying the Public Works Maintenance Worker I position within the Public Works Department to that of Public Works Maintenance Worker II, with the salary range commensurate with the Public Works Maintenance Worker II classification, and amending Ordinance No. O-18-655, by amending the 2019-2020 salary schedule to add the reclassified position and salary range commensurate with the classification 135
..... Human Resources and Risk Manager Julie Hunsaker



- 5 min. (b) Ordinance No. O-20-702 2020 Fee Schedule Update – Development Review Fees Community Development Manager Matt Torpey
- 5 min. (c) Resolution No. R-20-1470 King County Grant for Homeless Shelters.....
.....Public Works/Community Development Director Tawni Dalziel
- 10 min. 13. FOR THE GOOD OF THE ORDER..... Council
 - (a) Certified Municipal Leadership designation award to Deputy Mayor Parnello
 - (b) AWC Annual Conference recap..... Council
 - (c) King County Sheriff’s positionMayor Kelly
- 14. PUBLIC COMMENTS
Oral public comment shall be accepted at this meeting. Written public comment will also be accepted and shall be included with the minutes. Written public comment should be submitted by email to webmaster@maplevalleywa.gov by 10:00 AM June 22, 2020 should include name and address of commenter.
- 15. **ANNOUNCEMENT OF NEXT MEETING**
SPECIAL MEETING-STUDY SESSION
JULY 20, 2020 AT 6:00 P.M.
ZOOM MEETING INFORMATION TO FOLLOW
- 16. EXECUTIVE SESSION
 - (a) Executive Session to discuss with legal counsel potential litigation RCW 42.30.110(i)
- 17. ADJOURNMENT

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PRELIMINARY



**CITY OF MAPLE VALLEY, WASHINGTON
CITY COUNCIL
MINUTES OF SPECIAL MEETING
JUNE 15, 2020
Maple Valley City Hall
22017 SE Wax Road, Suite 200, Maple Valley
Held via Zoom Webinar**

1. CALL TO ORDER

Mayor Kelly called the meeting to order at 6:04 p.m.

Councilors present: Linda Olson, Les Burberry, Linda Johnson, Erin Weaver, Syd Dawson, Deputy Mayor Dana Parnello, and Mayor Sean Kelly

Staff Present: City Manager Laura Philpot, Senior Planner Amy Taylor, Community Development Manager Matt Torpey, Associate Engineer Amy Shaw, and City Clerk Shaunna Lee-Rice

2. STUDY SESSION

(a) King County Solid Waste Fee Update

Director Pat McLaughlin, Communications Manager John Walsh, and Dorian from King County Solid Waste provided an update to Council through a PowerPoint presentation, which will be included with the approved minutes. Council concurred with Option C and requested the City Manager put the action on the Consent Calendar for Monday, June 22, 2020 City Council meeting.

(b) Travel Demand Model - Interim Zoning and Witte

Traffic engineering consultant Jon Pascal and Senior Planner Amy Taylor discussed the update of the City's travel demand model. There will be extensive discussion in the coming study sessions in August.

Public Works Community Development Director Tawni Dalziel address the Witte Road roundabout project implications and asked for some direction from Council as to how to move forward with the Witte Road roadway improvement projects. There was Council consensus supporting the roundabout at Witte Road/254th Place SE.

MOTION made to extend the meeting to 8:30 p.m. at 8:00 p.m. by Councilor Dawson seconded by Councilor Johnson. Motion carried, 7-0.

(c) King County's 2020 Urban Growth Capacity Study

PRELIMINARY



Senior Planner Amy Taylor addressed this item and gave an overview of the history, as well as, moving forward. She explained the Urban Growth Capacity Study is a collaboration between cities and King County to analyze recent land use development trends, and to compare those trends to comprehensive plans and growth targets, providing meaningful information on development and capacity for updating growth targets and comprehensive plans.

3. PUBLIC COMMENTS: None.

4. ADJOURNMENT:

The meeting was adjourned at 8:05 p.m.

Shaunna Lee-Rice
City Clerk



**CITY OF MAPLE VALLEY, WASHINGTON
CITY COUNCIL
MINUTES OF SPECIAL MEETING
JUNE 18, 2020
Maple Valley City Hall
22017 SE Wax Road, Suite 200, Maple Valley
ZOOM MEETING**

1. CALL TO ORDER

Mayor Kelly called the meeting to order at 4:00 p.m.

Councilors present: Linda Olson, Les Burberry, Syd Dawson, Linda Johnson, Deputy Mayor Dana Parnello, and Mayor Sean Kelly

MOTION to excuse Councilor Weaver made by Councilor Olson and seconded by Councilor Burberry. Motion carried, 6-0.

Staff Present: City Manager Laura Philpot, Parks Director and Assistant City Manager Dave Johnson, City Attorney Patricia Taraday, and City Clerk Shaunna Lee-Rice

2. SPECIAL ACTION ITEM(S)

(a) Interview of Economic Development Commission applicant(s)

Pam Cobby and Tsai-En Cheng were interviewed. Council will make appointments at the June 22, 2020 Council Meeting.

3. PUBLIC COMMENTS: None.

4. ADJOURNMENT:

The meeting was adjourned at 4:33 p.m.

Shaunna Lee-Rice
City Clerk

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PRELIMINARY



**CITY OF MAPLE VALLEY, WASHINGTON
CITY COUNCIL
MINUTES OF SPECIAL MEETING
JUNE 22, 2020
Maple Valley City Hall
22017 SE Wax Road, Suite 200, Maple Valley
Held via Zoom Webinar**

1. CALL TO ORDER

Mayor Kelly called the meeting to order at 6:18 p.m.

Councilors present: Linda Olson, Les Burberry, Linda Johnson, Erin Weaver, Syd Dawson, Deputy Mayor Dana Parnello, and Mayor Sean Kelly

City Attorney's Patricia Taraday and Rose Fruehling-Watson were present.

2. EXECUTIVE SESSION

- (a) Executive session to discuss the performance of a public employee pursuant to RCW 42.30.110(1)(g)

Council convened into Executive Session at 6:19 p.m. for 30 minutes. Council convened into session at 6:45 p.m. No action taken.

3. ADJOURNMENT:

The meeting was adjourned at 6:46 p.m.

Shaunna Lee-Rice
City Clerk

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**CITY OF MAPLE VALLEY, WASHINGTON
CITY COUNCIL
MINUTES OF REGULAR BUSINESS MEETING
JUNE 8, 2020
City of Maple Valley City Hall (VIRTUAL ONLY)
22017 SE Wax Road, Suite 200**

1. CALL TO ORDER

Mayor Sean P. Kelly called the meeting to order at 7:02 p.m. This meeting was held virtually only via Zoom.

2. ROLL CALL

Councilors present: Linda Olson, Les Burberry, Erin Weaver, Syd Dawson, Linda Johnson, Deputy Mayor Parnello and Mayor Sean Kelly.

City Attorney Patricia Taraday was present.

3. PUBLIC COMMENT:

PROCLAMATION: Parks and Recreation Month

PRESENTATION: King County Councilmember Reagan Dunn State of the County and CARES funding

Layne Barnes, P.O. Box 1319, Maple Valley, thanked the City for the response to COVID crisis and what they have done for the residents of Maple Valley. He also thanked staff for being amazing. He stated he would speak later in the meeting. He stated that the residents of Maple Valley love their police department. He also wanted to thank King County Councilmember Regan Dunn. He mentioned a large pile of bark on the corner of 275th Place and 225th and wanted to know what is being done with it.

Jeff Potter, 27413 243rd SE, Maple Valley, discussed the support for not paving trail. He also spoke about the utility box wraps sponsored by Integrity Land Group and they will be presenting the awardees when they can meet with Council in person again.

Cory Carson, 21816 SE 239th, Maple Valley, stated he is pleased with the City's response to COVID-19 by taking a facts and data approach. He asked about the diversity and inclusion committee.

4. APPROVAL OF THE AGENDA



MOTION to approve the agenda made by Councilor Weaver seconded by Deputy Mayor Parnello. Motion carried, 7 - 0.

5. CONSENT CALENDAR

- (a) Approval of Minutes of the Special Meeting on June 8, 2020
- (b) Approval of voucher checks, wire transfers, electronic funds transfer, payroll, and benefit checks numbered 30633-30656, 501320-501325 and, voided check(s) 501318-501319, and direct deposits June 17, 2020 for a total amount of \$724,823.04
- (c) Resolution No. R-20-1460 declaring support for Option C of the Proposed King County Solid Waste Management 2021/2022 Fees
- (d) Resolution No. R-20-1457 adopting the City of Maple Valley Annex of the King County Regional Hazard Mitigation Plan update
- (e) Ordinance No. O-20-695 adopting a new Chapter 3.05A entitled “Sales and Use Tax for Housing” to the Maple Valley Municipal Code in accordance with substitute House Bill 1406 (Chapter 338, Laws of 2019)

MOTION to approve the Consent Calendar was made by Councilor Dawson and seconded by Councilor Olson. Motion carried, 7 – 0.

6. PUBLIC HEARING:

- (a) Resolution No. R-20-1459 adopting the 2021-2026 six-year Transportation Improvement Program (TIP) for the development of the city’s transportation system

Public Works/Community Development Director Tawni Dalziel introduced this item.

Public Hearing opened at 8:02 p.m. and closed at 8:06 p.m.

Layne Barnes, P.O. Box 1319, stated he was impressed with Transportation Improvement Program information in the packet and thanked staff. He also stated Witte Road is a legacy and the design elements are important.

7. BOARDS, COMMISSION, COMMITTEE REPORTS:

- (a) Public Safety Oversight Committee update

Councilor Burberry gave an update on the last meeting of the Committee.

8. REPORT OF THE CITY MANAGER:

- (a) 4th of July enforcement and communication plan

City Manager Laura Philpot, Parks and Recreation Director/Assistant City Manager, and Police Chief DJ Nesel gave an overview of plan for dealing with crowds at Lake Wilderness Park. There was a discussion about further fireworks ban.



(b) Safe State Washington/Return to Play

City Manager Laura Philpot gave an overview and Parks and Recreation Director/Assistant City Manager Dave Johnson explained the Phase allowances for Parks programs.

- Parks and Recreation Director/Assistant City Manager Dave Johnson advised as to what the large pile of bark will be used for at Elk Run

9. COUNCIL REPORTS: None.

10. CONTINUED BUSINESS:

- (a) Resolution No. R-20-1459 adopting the 2021-2026 six-year Transportation Improvement Program for the development of the city's transportation system

Public Works and Community Development Director Tawni Dalziel discussed the improvement program.

MOTION made to approve Resolution No. R-20-1459 made by Councilor Olson and seconded by Councilor Burberry. Motion carried, 7 - 0.

- (b) Ordinance No. O-20-697 to extend a development moratorium in the area planned for the city's downtown and shown on Exhibit A for a period of six- months

Senior Planner Amy Taylor presented to history of the action and the next steps.

MOTION made to adopt Ordinance No. O-20-697 made by Councilor Dawson and seconded by Councilor Johnson. Motion carried, 7-0.

11. ORDINANCES, RESOLUTIONS, AND MOTIONS: None.

12. NEW BUSINESS:

- (a) Resolution No. R-20-1458 adopting the June 22, 2020 revisions to the work from home and the call back & standby policies to the City of Maple Valley Employee Handbook as the City's Personnel Policies

Human Resources Julie Hunsaker addressed these policy updates.

MOTION made to approve Resolution No. R-20-1458 made by Councilor Johnson and seconded by Councilor Weaver. Motion carried, 7 - 0.

- (b) Resolution No. R-20-1461 authorizing the City Manager to administer the CARES Act Grant Program related to economic support and approving certain grant funding criteria

City Manager Laura Philpot and Economic Development Manager Tim Morgan gave the information on this grant program, as well as, the Economic Development Committee and Chamber representation on the grant review committee.

MOTION to approve Resolution No. R-20-1461 made by Councilor Burberry and seconded by Councilor Johnson. Motion carried, 7 - 0.



- (c) Resolution No. R-20-1462 awarding the Witte Road Improvement Project Bid (Project number T-28b phase 2) to Pivetta Brothers Construction, Inc. authorizing the City Manager to execute a Public Works Contract with Pivetta Brothers Construction and administer a construction contingency

Public Works and Community Development Director Tawni Dalziel and Project engineer Amy Shaw addressed this item giving an overview of the packet materials.

MOTION to approve Resolution No. R-20-1462 made by Councilor Burberry and seconded by Councilor Weaver. Motion carried, 7 – 0.

- (d) Resolution No. R-20-1463 accepting three utility easements along Witte Road for the T28b Phase 2 project and authorizing the City Manager to indicate such acceptance by execution and to compensate the underlying property owners

Public Works and Community Development Director Tawni Dalziel and Project engineer Amy Shaw addressed this item giving an overview of the packet materials.

MOTION made to adopt made by Councilor Johnson and seconded by Councilor Olson. Motion carried, 7 – 0.

13. FOR THE GOOD OF THE ORDER:

- (a) Economic Development Committee appointments

MOTION made to approve the Economic Development Committee interviewees made by Councilor Burberry seconded by Deputy Mayor Parnello. Motion carried, 7 – 0.

- (b) Community Resource Coordinator

Deputy Mayor Parnello gave an overview of the application, interview and hiring process for this position. Stephanie Williams will begin in mid-July and the hiring board is very excited to welcome her.

Councilor Dawson, Light Up Maple Valley and how wonderful for the community it is and shared a story from a neighbor about how much the Light Up Maple Valley made an positive impact on her life.

Mayor Kelly, thank you letters to Mike Hansen and Mike Maryanski, Councilmember Reagan Dunn, vacation July 20-27, Farmer’s Market update from City Manager Laura Philpot, which will be opening on July 11.

14. PUBLIC COMMENT

Layne Barnes, P.O. Box 1319, as a Board Administrator for the Maple Valley Civic Facebook page he wants to thank City staff and Councils for this informative meeting. He asked for more detailed minutes in the future as the previous City Clerk provided. He will try to get the information from the meeting.



15. ANNOUNCEMENT OF NEXT MEETING
SPECIAL MEETING
JULY 22, 2020 AT 7:00 P.M.
ZOOM MEETING INFORMATION TO FOLLOW

16. EXECUTIVE SESSION: None.

17. ADJOURNMENT:

The meeting was adjourned at 9:04 p.m.

Shaunna Lee-Rice
City Clerk

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July 13, 2020

To: Mayor Kelly and City Councilors
From: Sandy Garrett
Subject: Recommendation of Approval of Expenditures

Background

On July 8, 2020 the Council Finance Committee reviewed the following expenditures:

Off Cycle	6/24/2020	TYPE	CHECK #	Accounts Payable				
		A/P Checks	30657				\$	450.00
							Total Off-Cycle Vouchers	\$ 450.00
Vouchers	7/14/2020	A/P Checks	30658-30697				\$	2,320,247.04
		EFT's	951138-951160				\$	187,471.03
		Wires	902939-902960				\$	27,364.78
							Total Vouchers	\$ 2,535,082.85
Payroll	7/2/2020	Direct Deposit	709330-709414 (902923)*	EE Reimb	Employee Share	City Share	\$	141,141.17
		Payroll Checks	501326-501339		7,913.65		\$	7,913.65
		Benefit EFT's	951137		653.45		\$	653.45
		Benefit Wire	902924-902932, 902934-902938		59,455.96	102,997.85	\$	162,453.81
				\$ -	\$ 209,164.23	\$ 102,997.85	\$	312,162.08
							Total Payroll	\$ 312,162.08
Payroll	7/2/2020	Voided Check(s)	501328				\$	(2,675.96)
		Reissued Direct Deposit(s)	709415-709416 (902933)				\$	6,260.62
							Total Voided/Reissued Payroll	\$ 3,584.66

On this 8th day of July 2020, I, the undersigned City Councilor, on behalf of the Finance Committee recommend the approval of the expenditures summarized above in the amount of:

\$ 2,851,279.59

Options

1. Recommend approval of expenditures.
2. Pull items for further review.

Recommendation

Staff recommends Option No. 1.

Attachment

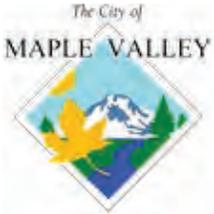
Vouchers Listings.

Erin Weaver

Linda Olson

Syd Dawson

*Bank draft (wire) numbers 902920-902922 were used by the financial system



City of Maple Valley

Check Register

Packet: APPKT01429 - 06/24/2020 Off Cycle Beach Concession Tills

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00176	City of Maple Valley Petty Cash	06/24/2020	Regular	0.00	450.00	30657

Bank Code AP BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	450.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	450.00

Note:

Check was requested after the final cycle in June for the starting cash drawer at the Beach Concession Stand.

Fund Summary

Fund	Name	Period	Amount
900	POOLED CASH	6/2020	450.00
			<hr/>
			450.00



City of Maple Valley

Check Register

Packet: APPKT01438 - 2020 July 1st Cycle

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP BANK-AP BANK						
01839	A.B.C. Consulting Arborist LLC	07/14/2020	Regular	0.00	875.00	30658
00066	Aquatechnex, LLC	07/14/2020	Regular	0.00	9,040.96	30659
00110	Black Diamond Auto Parts	07/14/2020	Regular	0.00	43.97	30660
00134	Builders Exchange of Washington, Inc.	07/14/2020	Regular	0.00	213.30	30661
02072	Ceccanti, Inc	07/14/2020	Regular	0.00	262,721.67	30662
00171	City of Covington	07/14/2020	Regular	0.00	190.29	30663
00174	City of Kent Finance	07/14/2020	Regular	0.00	23,330.33	30664
00194	Combined Cutting Contractors, Inc.	07/14/2020	Regular	0.00	4,398.30	30665
01508	Commercial Fence Corporation	07/14/2020	Regular	0.00	4,202.55	30666
02080	Crafts By Deena	07/14/2020	Regular	0.00	217.20	30667
00223	Datec, Inc.	07/14/2020	Regular	0.00	1,506.39	30668
00251	Department of Transportation-NW Re	07/14/2020	Regular	0.00	2,922.29	30669
00278	Embroidery Plus, LLC	07/14/2020	Regular	0.00	182.60	30670
00282	Employment Security Department	07/14/2020	Regular	0.00	2,618.68	30671
00365	Hasty Awards	07/14/2020	Regular	0.00	850.81	30672
02085	HWA GeoSciences Inc.	07/14/2020	Regular	0.00	6,144.23	30673
00388	ICMA	07/14/2020	Regular	0.00	1,400.00	30674
00477	Johnson's Home & Garden	07/14/2020	Regular	0.00	3,396.09	30675
	Void	07/14/2020	Regular	0.00	0.00	30676
	Void	07/14/2020	Regular	0.00	0.00	30677
01916	Justice Family Enterprises Inc	07/14/2020	Regular	0.00	209.00	30678
00498	King County Financial Management Se	07/14/2020	Regular	0.00	126.54	30679
00511	King County Sheriff's Office	07/14/2020	Regular	0.00	1,902,252.35	30680
00516	King County Water & Land Resources I	07/14/2020	Regular	0.00	9,947.00	30681
02048	Laurel Henn	07/14/2020	Regular	0.00	1,600.00	30682
00542	Les Schwab Tire Centers of Washingto	07/14/2020	Regular	0.00	877.97	30683
02092	Mallory Safety and Supply LLC	07/14/2020	Regular	0.00	778.67	30684
02103	Northpoint LLC	07/14/2020	Regular	0.00	73,244.60	30685
00639	O'Reilly Auto Parts, Inc.	07/14/2020	Regular	0.00	128.80	30686
00667	Palmer Coking Coal Co.	07/14/2020	Regular	0.00	388.97	30687
00694	Postmaster - USPS	07/14/2020	Regular	0.00	240.00	30688
01519	Protect My Ministry, LLC	07/14/2020	Regular	0.00	56.00	30689
02105	Rhomar Industries Inc	07/14/2020	Regular	0.00	768.63	30690
00801	Sound Publishing, Inc.	07/14/2020	Regular	0.00	474.72	30691
02104	Tim Lewis	07/14/2020	Regular	0.00	39.02	30692
00885	TRM Wood Products Co, Inc.	07/14/2020	Regular	0.00	454.13	30693
01414	Walter E Nelson Co of Western WA	07/14/2020	Regular	0.00	1,666.79	30694
00951	Washington Tractor	07/14/2020	Regular	0.00	1,069.94	30695
00973	White Knight Safe & Lock, Inc.	07/14/2020	Regular	0.00	390.50	30696
00976	Wilbur-Ellis Co, Inc.	07/14/2020	Regular	0.00	1,278.75	30697
00153	Cedar River Water & Sewer District	07/14/2020	Bank Draft	0.00	90.49	902939
00153	Cedar River Water & Sewer District	07/14/2020	Bank Draft	0.00	118.69	902940
00153	Cedar River Water & Sewer District	07/14/2020	Bank Draft	0.00	147.37	902941
00153	Cedar River Water & Sewer District	07/14/2020	Bank Draft	0.00	39.45	902942
00153	Cedar River Water & Sewer District	07/14/2020	Bank Draft	0.00	39.45	902943
00153	Cedar River Water & Sewer District	07/14/2020	Bank Draft	0.00	273.57	902944
00153	Cedar River Water & Sewer District	07/14/2020	Bank Draft	0.00	118.69	902945
00153	Cedar River Water & Sewer District	07/14/2020	Bank Draft	0.00	177.07	902946
00153	Cedar River Water & Sewer District	07/14/2020	Bank Draft	0.00	49.51	902947
00153	Cedar River Water & Sewer District	07/14/2020	Bank Draft	0.00	90.49	902948
00153	Cedar River Water & Sewer District	07/14/2020	Bank Draft	0.00	167.69	902949
00153	Cedar River Water & Sewer District	07/14/2020	Bank Draft	0.00	39.45	902950
00153	Cedar River Water & Sewer District	07/14/2020	Bank Draft	0.00	53.55	902951
00153	Cedar River Water & Sewer District	07/14/2020	Bank Draft	0.00	90.49	902952

Check Register

Packet: APPKT01438-2020 July 1st Cycle

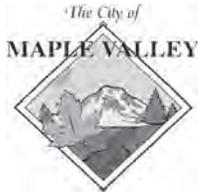
Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00153	Cedar River Water & Sewer District	07/14/2020	Bank Draft	0.00	216.69	902953
00153	Cedar River Water & Sewer District	07/14/2020	Bank Draft	0.00	118.69	902954
00169	CIT Technology Financing Services	07/14/2020	Bank Draft	0.00	1,443.30	902955
00208	Covington Water District	07/14/2020	Bank Draft	0.00	450.03	902956
00208	Covington Water District	07/14/2020	Bank Draft	0.00	46.50	902957
00208	Covington Water District	07/14/2020	Bank Draft	0.00	77.72	902958
00208	Covington Water District	07/14/2020	Bank Draft	0.00	292.16	902959
00902	US Bank (Purchasing Card)	07/14/2020	Bank Draft	0.00	23,223.73	902960
00198	Complete Office, LLC	07/14/2020	EFT	0.00	57.50	951138
00200	Conservation Technix, Inc.	07/14/2020	EFT	0.00	1,156.25	951139
00237	Department of Ecology	07/14/2020	EFT	0.00	11,646.00	951140
00962	Edward E. Cole	07/14/2020	EFT	0.00	594.00	951141
00342	GOS Printing Corporation	07/14/2020	EFT	0.00	54.93	951142
00357	H2 Government Relations, Inc.	07/14/2020	EFT	0.00	3,000.00	951143
00420	James Oil Company, Inc.	07/14/2020	EFT	0.00	1,212.34	951144
00422	Java! Java! Coffee Company, Inc.	07/14/2020	EFT	0.00	45.00	951145
01871	Johansen Construction Company, Inc.	07/14/2020	EFT	0.00	8,166.85	951146
01868	Kameron C Cayce Inc PS	07/14/2020	EFT	0.00	10,417.00	951147
00480	KBA, Inc.	07/14/2020	EFT	0.00	27,219.85	951148
00526	L. Stephen Rochon	07/14/2020	EFT	0.00	1,920.00	951149
00546	Lighthouse Law Group, PLLC	07/14/2020	EFT	0.00	17,400.00	951150
01531	Nature Vision, Inc.	07/14/2020	EFT	0.00	900.00	951151
00640	Office Depot, Inc.	07/14/2020	EFT	0.00	391.80	951152
02056	Out of Bounds Movement	07/14/2020	EFT	0.00	260.00	951153
00671	Parametrix, Inc.	07/14/2020	EFT	0.00	25,626.86	951154
01515	PBS Engineering & Environmental Inc.	07/14/2020	EFT	0.00	34,355.89	951155
00705	Protection One, Inc.	07/14/2020	EFT	0.00	44.47	951156
00882	Transpo Group USA, Inc.	07/14/2020	EFT	0.00	22,066.25	951157
00888	Truck Performance Northwest	07/14/2020	EFT	0.00	325.79	951158
00917	Vine Maple Place	07/14/2020	EFT	0.00	20,000.00	951159
00954	Washington Workwear Stores, Inc.	07/14/2020	EFT	0.00	610.25	951160

Bank Code AP BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	124	38	0.00	2,320,247.04
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	32	22	0.00	27,364.78
EFT's	34	23	0.00	187,471.03
	190	85	0.00	2,535,082.85

Fund Summary

Fund	Name	Period	Amount
900	POOLED CASH	7/2020	2,535,082.85
			<u>2,535,082.85</u>



Date: June 8, 2020

To: Mayor Sean Kelly and Councilors

From: Tim Morgan, Economic Development Manager

Subject: Resolution R-20-1454 – 2020 Coronavirus Relief Funds (CRF) from King County Office of Office of Performance, Strategy, and Budget

Background

These funds are available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). These grant dollars are funded entirely through the federal stimulus funding under the CARES Act provided by the U.S. Department of Treasury (US Treasury) to the Governor via the Office of Financial Management (OFM). A portion of these funds received by the State of Washington through the ARES ACT program will be provided to the City of Maple Valley through the King County Office of Office of Performance, Strategy, and Budget.

Discussion

This is a special emergency grant program issued by the King County Office of Performance, Strategy, and Budget is to help jurisdictions cover the *immediate impacts* of the COVID-19 emergency that are related to immediate basic needs such as food, housing, homeless services, economic recovery, and behavioral health for its residents. These funds will assist the City of Maple Valley with any capital expenditures incurred that cover the immediate basic needs identified by King County.

Fiscal Impact

This program will not cost the City any money. The City will be responsible for filing the necessary paperwork to the King County Office of Performance, Strategy, and Budget for fund reimbursement.

Options

1. Approve Resolution R-20-1454 authorizing the City Manager to enter into an agreement with the King County Office of Performance, Strategy, and Budget to accept \$41,000 in grant funding.
2. Do not approve Resolution R-20-1454
3. Take some other action.

Recommendation

Approve Resolution R-20-1454 authorizing the City Manager to enter into an agreement

with the King County Office of Performance, Strategy, and Budget to accept \$41,000 in grant funding that has been allocated to the City for coronavirus relief purposes.

Attachments

1. Resolution R-20-1454
2. King County Program Guidelines

**CITY OF MAPLE VALLEY, WASHINGTON
RESOLUTION NO. R-20-1454**

**A RESOLUTION OF THE CITY OF MAPLE VALLEY, WASHINGTON,
AUTHORIZING THE CITY MANAGER TO EXECUTE THE 2020
CORONAVIRUS RELIEF FUND (CRF) AGREEMENT FOR LOCAL
GOVERNMENTS WITH THE KING COUNTY OFFICE OF
PERFORMANCE, STRATEGY, AND BUDGET**

WHEREAS, the Coronavirus Relief Funds (CRF) are available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”); and

WHEREAS, these grant dollars are funded entirely through the federal stimulus funding under the CARES Act provided by the U.S. Department of Treasury (US Treasury) to the Governor via the Office of Financial Management (OFM); and

WHEREAS, the King County Council passed **Proposed No. 2020-0190** providing criteria for the expenditure of additional CARES ACT dollars from King County, this legislation focuses on the immediate basic needs, including food, housing, homeless services, economic recovery, and behavioral health; and

WHEREAS, the King County Office of Performance, Strategy, and Budget has established the 2020 Coronavirus Relief Fund (CRF) to assist with Coronavirus Relief capital expenditures incurred by the City of Maple Valley that fall under the immediate needs identified by the King County Council; and

WHEREAS, the agreement governs the grant funding associated with King County’s Office of Performance, Strategy, and Budget Coronavirus Relief Funds (CRF); and

WHEREAS, the City Council would like to authorize the City Manager to execute the 2020 Coronavirus Relief Funds (CRF) Agreement with the King County Office of Performance, Strategy, and Budget;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MAPLE
VALLEY, WASHINGTON, DO RESOLVE AS FOLLOWS:**

Section 1. Authorization. The City Council hereby authorizes the City Manager to execute the Interagency Agreement with the King County Office of Performance, Strategy, and Budget through the Coronavirus Relief Fund for costs incurred by the City of Maple Valley due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 through October 31, 2020.

PASSED BY THE CITY COUNCIL AT A SPECIAL MEETING THEREOF ON THE
8TH DAY OF JUNE 2020.

Sean P. Kelly, Mayor

ATTEST:

Shaunna Lee-Rice, City Clerk

APPROVED AS TO FORM:

Patricia Taraday, City Attorney



Coronavirus Relief Funds for Local Governments Program Guidelines

CARES Act Funds for Local Governments
In Washington State

Administered by the Department of Commerce
Local Government Division

*P.O. Box 42525
Olympia, WA 98504-2525*

(Dated 5-18-2020)

Contact Information

Mailing / Street Address:

Washington State Department of Commerce
Local Government Division
PO Box 42525
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Olympia, WA 98504-2525

Program Leadership:

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Director

Mark Barkley
Assistant Director
Local Government Division

This publication is available in an alternative format upon request. Events sponsored by Commerce are accessible to persons with disabilities. Accommodations may be arranged with a minimum of 10 working days' notice by calling 360-725-3087

Coronavirus Relief Funds (CRF) for Local Governments Program Guidelines

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General Information

1. Source of Funds

You have been awarded funds through the state's Coronavirus Relief Funds (CRF). The funds are available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").

Your grant is funded entirely through the federal stimulus funding under the CARES Act provided by the U.S. Department of Treasury (US Treasury) to the Governor via the Office of Financial Management (OFM).

On April 27, 2020 Governor Inslee announced the award of nearly \$300 million to local governments in CRF from the state's allocation of the CARES Act funding.

2. Allocation Formula

OFM developed the allocation methodology and determined the jurisdiction amounts. The allocations were based on 2019 population estimates for each jurisdiction.

Funds will be provided to cities and counties with populations under 500,000 that were ineligible to receive direct funding under the CARES Act. Each county will receive a minimum distribution of \$250,000 and each city will receive a minimum distribution of \$25,000.

Cities and counties with populations over 500,000 did not receive a direct allocation from the state. Instead these jurisdictions received a direct allocation from the US Treasury (i.e. city of Seattle, King Co., Pierce Co., Snohomish Co., etc.).

For a complete list of cities and counties and their allocations, click [here](#).

3. Period of Performance

The Coronavirus Relief Funds may only be used for costs incurred by local governments in response to the COVID-19 public health emergency during the period of March 1, 2020 thru October 31, 2020.

The [US Treasury's Guidance](#) provides an end date of December 30, 2020. This is the end date in which the state must have reimbursed all "recipients of the funds" (grantees) their costs incurred in response to the COVID-19 emergency. In order to allow time for Commerce to process final payments and conduct contract closeouts; and for OFM to fully utilize any unspent funds before they expire, expenditures are only being accepted on costs incurred through October 31, 2020.

All final requests for reimbursement must be submitted no later than November 15, 2020.

4. Intended Use

Under the CARES Act, the Coronavirus Relief Funds (CRF) may be used to cover costs that:

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); *AND*
2. Are **NOT** accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or local government. The "most recently

approved” budget refers to the enacted budget for the relevant fiscal period for the particular government. A cost meets this requirement if:

- a) The cost cannot lawfully be funded using a line item, allotment, or allocation within that budget; *OR*
 - b) The cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.
3. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Funds may **NOT** be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The use of these funds are very broad and flexible, and can be used for both operating and **capital expenditures**.

If funds are being used for capital expenditures such as acquisition of real property or construction / renovation costs, please contact us immediately. We will provide you with further information and guidance. Utilizing CRF for these purposes will require additional Federal and state provisions being applied to the project such as:

- All projects must be reviewed under a Federal Section 106 review for archaeological and cultural resources if the project: acquires property, disturbs ground, and/or involves structures more than 50 years old. Grantees must submit documentation to the project manager when the review is complete. Section 106 supersedes the [Governor's Executive Order 05-05](#) review.
- Construction / renovation projects may be required to meet high-performance building standards and document they have entered the state's LEED certification process.
- Construction / renovation projects will be required to follow Federal Davis Bacon and state prevailing wage laws, rules, and regulations.

Additionally, grantees must ensure all capital expenditures are only for costs incurred through the limited timeframe of March 1, 2020 thru October 31, 2020.

5. Eligible costs

There are six (6) primary eligible cost categories. These cost categories and their eligible cost sub-categories are as follows:

1. **Medical expenses** such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.

- Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. **Public health expenses** such as:
- Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
3. **Payroll expenses** for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. **Expenses of actions to facilitate compliance with COVID-19-related public health measures**, such as:
- Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. **Expenses associated with the provision of economic support** in connection with the COVID-19 public health emergency, such as:
- Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a state, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

6. **Any other COVID-19-related expenses** reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

6. *Ineligible costs*

Non-allowable expenditures include, but are not limited to:

1. Expenses for the state share of Medicaid.
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by states to state unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

7. *Eligible cost test*

Grantees are charged with determining whether or not an expense is eligible based on the [US Treasury's Guidance](#) and as provided in the grantee's contract scope of work with Commerce.

To assist grantees with this determination, Commerce has developed an [eligibility cost test](#). This test gives each grantee full authority to make the appropriate call for each circumstance.

TEST – If all responses for the particular incurred cost are “true” for all five statements below, then a jurisdiction can feel confident the cost is eligible:

1. The expense is connected to the COVID-19 emergency.
2. The expense is “necessary”.
3. The expense is not filling a short fall in government revenues.
4. The expense is not funded thru another budget line item, allotment or allocation, as of March 27, 2020.
5. The expense wouldn't exist without COVID-19 OR would be for a “substantially different” purpose.

It is the responsibility of each grantee to define “**necessary**” or “**substantially different**”, giving the grantee the authority and flexibility to make their own determination.

Additional consideration – The intent of these funds is to help jurisdictions cover the *immediate impacts* of the COVID-19 emergency. Both direct costs to the jurisdiction and costs to their communities. There are many possible eligible costs.

Many costs are clearly eligible and others are in more of a grey area. One could probably justify some of the “grey area” costs based on the test, but are they directly addressing the *immediate impacts*? Possibly not. In these situations it may be safer and more appropriate to utilize the funds in one of the many other eligible cost categories that more clearly meet the intent of the funds. Again, each grantee has the full authority to make the final call based on their circumstances and justification.

8. Cost reimbursement

Funds are available on a reimbursement basis only, and cannot be advanced under *any* circumstances. If funds are being used for the acquisition of real property or construction / renovation costs, please contact us immediately. Reimbursable costs are those that a Grantee has already incurred. We may only reimburse grantees for eligible costs incurred in response to the COVID-19 public health emergency during the period of March 1, 2020 thru October 31, 2020.

Final Date of Reimbursements

In order to ensure all awardees and their costs incurred in response to the COVID-19 emergency are paid out by December 30, 2020 per the [US Treasury's Guidance](#), expenditures are only being accepted on costs incurred through **October 31, 2020**.

All final requests for reimbursement must be submitted no later than November 15, 2020.

Grantees will not be required to submit a proposed budget prior to contract execution. Grantees will have the discretion and flexibility to determine where these funds may best serve their communities.

Each grantee will determine eligible costs to submit for reimbursement. For reporting purposes, expenditures must be tracked at the sub-category level for the six (6) primary eligible cost categories, as follows:

1. Medical Expenses
 - A. Public hospitals, clinics, and similar facilities
 - B. Temporary public medical facilities & increased capacity
 - C. COVID-19 testing, including serological testing
 - D. Emergency medical response expenses
 - E. Telemedicine capabilities
 - F. Other
2. Public Health Expenses
 - A. Communication and enforcement of public health measures
 - B. Medical and protective supplies, including sanitation and PPE
 - C. Disinfecting public areas and other facilities
 - D. Technical assistance on COVID-19 threat mitigation
 - E. Public safety measures undertaken
 - F. Quarantining individuals
 - G. Other
3. Payroll expenses for public employees dedicated to COVID-19
 - A. Public Safety
 - B. Public Health
 - C. Health Care
 - D. Human Services
 - E. Economic Development
 - F. Other
4. Expenses to facilitate compliance with COVID-19 measures
 - A. Food access and delivery to residents
 - B. Distance learning tied to school closings
 - C. Telework capabilities of public employees

- D. Paid sick and paid family and medical leave to public employees
- E. COVID-19-related expenses in county jails
- F. Care and mitigation services for homeless populations
- G. Other

5. Economic Supports

- A. Small Business Grants for business interruptions
- B. Payroll Support Programs
- C. Other

6. Other COVID-19 Expenses

No receipts or proof of payment for costs incurred will be required to be submitted to Commerce. Grantees are still required to maintain sufficient accounting records in accordance with state and federal laws. Monitoring visits may be scheduled.

Process and Procedure to Obtain Funds

1. Award Letter

Commerce strives to administer funds expediently and with a minimum of red tape. We do so within the policies and procedures established by the US Treasury and state's Legislature, OFM, Commerce, and the Office of the Attorney General. Prior to receiving funds, a contract will need to be executed with Commerce.

Award letters with instructions to initiate the contracting process will be emailed to each city and county receiving an allocation by no later than May 22nd. Emails to cities will be sent to mayors and any other contacts obtained with the assistance of the Association of Washington Cities. Emails to counties will be sent to the county commissioners and any other contacts obtained with the assistance of the Washington State Association of Counties.

Included with the award letter will be:

- CRF Program Guidelines
- A draft contract template for review and to initiate the public process for authorization to execute once the final contract is available for execution
- Working Papers

2. Working papers

Your grant award packet includes *Working Papers*. The *Working Papers* ask for basic information needed to create a contract:

- Contact information for the person who will administer the grant once the contract is signed. Grant documents and correspondence will be sent to this person.
- Your Statewide Vendor Number (SWV#)
- Your Federal Indirect Rate
- Your fiscal year end date
- Name and title for the person authorized by the jurisdiction to sign the contract

Please complete and return the *Working Papers* to the Commerce project manager identified in the award letter as soon as possible, even if you do not plan to begin drawing your funds for a while. Your project manager will manage your contract until project completion. Feel free to give us a call if you have any questions as you fill out the form (see contact information on previous page).

3. Contract

Once the completed *Working Papers* have been received by the Commerce project manager identified in the award letter, a contract will be prepared and sent to you for signature. Have the authorized representative sign the contract and then return a scanned pdf copy to your project manager. Then the project manager will route the contract for Commerce's signature. It generally takes two to four weeks to fully execute a contract. Once executed by Commerce a fully executed copy will be scanned and a pdf copy emailed to the jurisdiction and you will have access to your funds.

Commerce is working to make the contracting process as quick and easy as possible.

4. Reimbursements

This is a reimbursement-style grant, meaning no advance payments. Funds are available once a contract is executed. All grantees are required to set up a SWV number so funds may be sent electronically. Grantees have the flexibility to cash out their grant or draw down funds as frequently as once a month as long as you have incurred documented eligible costs in response to the COVID-19 public health emergency during the period of March 1, 2020 thru October 31, 2020. All final requests for reimbursement must be submitted no later than November 15, 2020.

Commerce has moved to electronic vouchering through their Contracts Management System (CMS) Online A-19 Portal. Requests for reimbursement must be submitted online through the CMS System by an individual authorized by the Grantee's organization. Online electronic vouchering provides for grantees to receive reimbursements as quickly as possible. Grantees with barriers to using the online A-19 portal, may request an A-19 form from their Commerce project manager.

Access to CMS is available through the Secure Access Washington (SAW) portal. You will need to create a SAW account if you do not already have one. Please find detailed instructions here: [Office of Financial Management](#). It may take up to three weeks after you submit this information for an electronic transfer account to be set up. We will automatically receive your SWV number from the office that sets them up.

Once logged into SAW, add the Department of Commerce to your 'services' and submit an [Online A-19 External User Request form](#). Then Commerce will add you as a new external user in CMS; and the CMS system will generate and email a registration code to you to complete the CMS registration.

For additional grantee support, refer to the [Commerce Online A-19 Webpage for External Users](#), which includes SAW resources and the CMS manual for external users.

The A-19 voucher must include a detailed breakdown of the costs incurred within each eligible budget category and the total reportable eligible expenses in response to the COVID-19 public health emergency. Accompanying with each voucher must be an executed A-19 certification and A-19 activity report. Incomplete or improperly prepared submissions may result in payment delays. After receipt and acceptance of a fully completed A-19 voucher submittal, grantees can expect electronic reimbursements within 7-10 days.

No receipts or proof of payment for costs incurred will be required to be submitted to Commerce. Grantees are still required to maintain sufficient accounting records in accordance with state and federal laws; and are responsible for maintaining clear and accurate program records, and making them accessible to Commerce and the State Auditor.

Monitoring visits may be scheduled.

5. A-19 Certification and Activity Report

In order to receive reimbursement for eligible expenses incurred, each A-19 Voucher must include:

1. A completed [A-19 Certification](#):
 - An individual authorized to execute on behalf of the local government must certify by signing this document under penalty of perjury that the items and costs listed herein and on the accompanying Commerce A-19 Voucher are eligible charges for necessary expenditures incurred due to the COVID-19 public health emergency that were not previously accounted for in the most recent approved budget as of March 27, 2020,

and that the funds were used in accordance with section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

2. A completed [A-19 Activity Report](#) (*instructions included in document*):

- Must be submitted as an Excel spreadsheet, not a PDF.
- Include a detailed breakdown of the individual eligible expenditures reported by each sub-category of the six (6) primary budget categories. Each primary budget category includes sub-categories and provides an option to add “other” sub-categories.
- Include the total amount of all previous reimbursement requests for each applicable sub-category.
- Include the total amount of funds being requested in the current reimbursement request for each applicable sub-category.
- Include a brief description of the use of the funds being requested for each applicable sub-category. Keep descriptions as concise as possible, but include adequate context to demonstrate how these funds addressed the COVID-19 emergency. If applicable, please consider:
 - Providing a brief description of the specific activities performed.
 - Identifying specific populations served.
 - Identifying specific programs created or utilized.
 - Including any known or intended outcomes, results, or community impacts.

A certification and activity report must be completed and returned with each reimbursement voucher.

After the contract is executed, you will receive additional instructions on how to submit electronic reimbursement requests with the A-19 certification and A-19 activity report.

T1

5/26/2020

Phh

Sponsor: Kohl-Welles

Phh

Proposed No.: 2020-0190

JKW → com. 0

1 **TITLE AMENDMENT TO PROPOSED MOTION 2020-0190, VERSION 1**

2 On page 1, beginning on line 1, strike everything through line 4, and insert:

3 "A MOTION setting the county's priorities for allocation of
4 the coronavirus relief fund and certain other CARES Act
5 funding remaining after reimbursing the county for its
6 necessary expenditures to prevent, to prepare for, to
7 respond to and incurred due to the public health emergency
8 with respect to the COVID-19 pandemic."
9

10 ***EFFECT: conforms title to the body of the motion and incorporates changes***

11 ***recommended by the prosecuting attorney and legal counsel.***

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July 13, 2020

To: Mayor Sean Kelly and Councilors
From: Halley Kimball, PE, SWM/NPDES Program Manager
Subject: **Final Acceptance of P-16 Lake Wilderness Parking Lot and Entrance Improvements, Phase 2 Project**

Background

Staff presents a Resolution for the final acceptance of the P-16 Lake Wilderness Parking Lot and Entrance Improvements, Phase 2 Project by Council Action. Final acceptance of Public Works projects over \$35,000 is in compliance with Resolution R-09-720 and R-10-762. Final acceptance of this project starts the 60-day time clock for the release of the project retainage, and the 30-day time clock for subcontractors and suppliers to file a claim of lien against the project bond.

In 2014, the City's on-call engineering firm was used to design the parking lot improvements into a two-phased project. Phase 1, included expanding and paving an existing gravel parking area adjacent to the Lake Wilderness Lodge.

Phase 2 of the new parking project was partially designed in 2014 along with Phase 1 and in 2019 plans and specs were updated to include new parking along the Lodge entry road serving the Arboretum, Park, and Lodge and improving the paved entrance to Lake Wilderness.

In May 2019, the City published an Invitation to Bid seeking a construction contractor for the construction portion of Project P-16. Maroni Construction Inc., was awarded the contract by Council adopted Resolution R-19-1340 for an amount not to exceed \$388,622.50. The total retainage amount payable to Maroni Construction Inc., is \$17,567.99.

Discussion

The project was granted Substantial Completion on October 30, 2020. The City has inspected vegetation establishment and asphalt and has determined that the project work quality meets contract terms.

Recommendation

Staff recommends approval of Resolution R-20-1466, for Final Acceptance of P-16.

Options

1. Motion to approve the P-16 Final Acceptance Resolution No. R-20-1466.
2. Motion to reject P-16 Final Acceptance Resolution No. R-20-1466.
3. Take some other action.

Attachments

1. Resolution R-20-1466
2. Notice of Completion of Public Works Project – P-16
3. Final Voucher

CITY OF MAPLE VALLEY, WASHINGTON

RESOLUTION NO. R-20-1466

A RESOLUTION OF THE CITY OF MAPLE VALLEY, WASHINGTON, CONSTITUTING FINAL ACCEPTANCE OF THE PUBLIC WORKS CONSTRUCTION CONTRACT P-16 LAKE WILDERNESS PARKING LOT AND ENTRANCE IMPROVEMENTS, PHASE 2 AND AUTHORIZING STAFF TO CLOSE OUT THE CONTRACT WITH MARONI CONSTRUCTION, INC.

WHEREAS, in May of 2019, the City of Maple Valley received multiple bids for the P-16 Lake Wilderness Parking Lot and Entrance Improvements, Phase 2 Project (hereinafter P-16 Project); and

WHEREAS, Maroni Construction, Inc., was selected as the responsible low bidder; and

WHEREAS, the City passed Resolution R-19-1340, authorizing the City Manager to enter into a contract with Maroni Construction, Inc., for the work; and

WHEREAS, the work was completed on October 30, 2019; and

WHEREAS, pursuant to RCW 39.08.030, the City Council wishes to accept the work of Maroni Construction Inc.; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MAPLE VALLEY, WASHINGTON, DO RESOLVE AS FOLLOWS:

Section 1. Authorization. The City Council hereby accepts the work of Maroni Construction Inc., and directs City staff to close out the Public Works Contract, Contract C-19-1606, with Maroni Construction Inc.

PASSED BY THE CITY COUNCIL AT A REGULAR BUSINESS MEETING THEREOF ON THE 13th DAY OF JULY 2020.

Sean Kelly, Mayor

Attest:

Shaunna Lee-Rice, City Clerk

Approved as to Form:

Patricia Taraday, City Attorney



Original
 Revised # _____

NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Date: 5/26/2020

Contractor's UBI Number: 602-510-626

Name & Mailing Address of Public Agency
City of Maple Valley 22017 SE Wax Rd. Suite 200 Maple Valley, WA 98038 UBI Number:

Department Use Only
Assigned to: _____
Date Assigned: _____

Notice is hereby given relative to the completion of contract or project described below

Project Name P-16 Lake Wilderness Phase II Parking Lot and Entrance Improv	Contract Number C-19-1606	Job Order Contracting <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Description of Work Done/Include Jobsite Address(es) Construction of a parking lot to serve the Lake Wilderness Arboretum, Lake Wilderness Lodge, and Lake Wilderness Park including improvements to the pavement at the park entrance. 22520 SE 248th St. Maple Valley, WA 98038.		
Federally funded transportation project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (if yes, provide Contract Bond Statement below)		
Contractor's Name Maroni Construction Inc.	E-mail Address maroniconstinc@aol.com	Affidavit ID* 910765
Contractor Address 40214 306TH AVE SE ENUMCLAW WA 98022		Telephone # (360) 802-2489
If Retainage is not withheld, please select one of the following and List Surety's Name & Bond Number.		
<input type="checkbox"/> Retainage Bond <input type="checkbox"/> Contract/Payment bond (valid for federally funded transportation projects)		
Name: _____		Bond Number: _____
Date Contract Awarded 7/6/2019	Date Work Commenced 9/16/2019	Date Work Completed 10/23/2019
		Date Work Accepted 10/30/2019
Were Subcontractors used on this project? If so, please complete Addendum A.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Affidavit ID* - No L&I release will be granted until all affidavits are listed.		

Contract Amount	\$ 360,643.00		
Additions (+)	\$ _____	Liquidated Damages \$	_____
Reductions (-)	\$ 9,283.20	Amount Disbursed \$	364,008.74
Sub-Total	\$ 351,359.80	Amount Retained \$	17,568.00
Sales Tax Rate	8.6 %		
<small>(If various rates apply, please send a breakdown)</small>			
Sales Tax Amount	\$ 30216.94		
TOTAL	\$ 381,576.74	TOTAL \$	381,576.74

NOTE: These two totals must be equal

Comments:

Note: The Disbursing Officer must submit this completed notice immediately after acceptance of the work done under this contract.

NO PAYMENT SHALL BE MADE FROM RETAINED FUNDS until receipt of all release certificates.

Submitting Form: Please submit the completed form by email to all three agencies below.

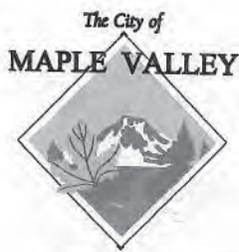
Contact Name: Halley Kimball

Title: SWM/NPDES Prog. Mngr.

Email Address: halley.kimball@maplevalleywa.gov

Phone Number: 425-413-6646

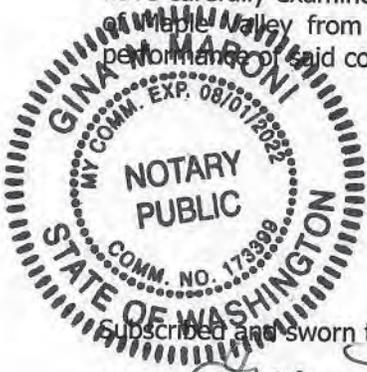




Contractor Maroni Construction, Inc.			
Street Address 40214 306th Avenue SE			
City Enumclaw	State WA	Zip 98022	Date 7/6/2020
Project Number P-16		Federal-Aid Project Number N/A	
Job Description (Title) Lake Wilderness Parking Lot and Entrance Improvements Phase 2			
Date Work Physically Completed 10/23/2019		Final Amount \$381,576.74	

Contractor's Certification

I, the undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the Public Works Department, nor have I rented or purchased any equipment or materials from any employee of the Public Works Department. I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Maple Valley for work performed and material furnished under this contract; that I have carefully examined said final estimate and understand the same, and that I hereby release the City of Maple Valley from any and all claims of whatsoever nature that I may have, arising out of the performance of said contract, which are not set forth in said estimate.



X [Signature]
Contractor Authorized Signature Required

Ric Maroni
Type Signature Name

Subscribed and sworn to before me this 6th day of July, 2020

X [Signature] Notary Public in and for the State of Washington,

residing at Enumclaw, WA

Public Works Department Certification

I certify the attached final estimate to be based upon actual measurements, and to be true and correct.

Approved Date 7/6/2020

X [Signature]
Project Manager

X [Signature]
Director

Maroni Construction Inc.

PO Box 852
40214 - 306th Ave. S.E.
Enumclaw, WA 98022
Lic# MARONC1941MC

Invoice

Invoice #: 2019-10-R
Invoice Date: 6/18/2020

Bill To:

City of Maple Valley
Attn: Accounts Payable
PO Box 320
Maple Valley, WA 98038

Description	Qty/Yards	Rate	Amount
Amount of Retainage	1	17,568.00	17,568.00

Subtotal	\$17,568.00
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Sales Tax (0.0%)	\$0.00
-------------------------	--------

Total	\$17,568.00
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July 13, 2020

To: Mayor Sean Kelly and Councilors
From: Halley Kimball, PE, SWM/NPDES Program Manager
Subject: **Bid Award: 2020 Stormwater Pond Water Quality Retrofits (S-10)**

Background

Much of the City of Maple Valley's stormwater infrastructure was constructed prior to the City's incorporation and even more was constructed prior to current treatment standards. To improve the quality of stormwater discharged to streams, lakes, and groundwater the City has developed a long term program to retrofit existing stormwater facilities to bring the facility up to current codes, improve treatment capacity within a limited footprint, or to improve access and the City's ability to maintain.

In 2017, the City was awarded \$20,000 from the King County WaterWorks grant program to complete retrofits of 7 ponds. Due to lack of staff capacity, these retrofits had to be delayed until 2020 and King County agreed to extend the agreement deadline until November 30, 2020. In 2019, the City was awarded an additional \$45,000 from the King County WaterWorks grant program to retrofit 6 additional ponds.

This contract covers the retrofit of 6 ponds, 4 from the 2017 grant agreement and 2 from the 2019 grant agreement. The remaining ponds from the 2017 grant will be retrofit by City Public Works Maintenance crews in 2020. The remaining 4 ponds will be completed as part of the 2021 S-10 Project.

Discussion

The City solicited bids from all construction firms qualified from the MRSC Small Works Roster and the bid documents were posted on the Builders Exchange of Washington website. Public Works staff opened nine sealed bids on Tuesday June 30, 2020. Scotty's General Construction, Inc. provided the lowest responsible bid, with a total bid of \$148,388.87. The engineer's estimate was \$250,000.

Recommendation

Staff recommends the City Council adopt proposed Resolution No. R-20-1467 authorizing the City Manager to execute a contract with Scotty's General Construction, Inc. to provide construction services for 2020 Stormwater Pond Water Quality Retrofits (S-10) in an amount "not to exceed" \$148,388.87 and administer a construction contingency in the amount of \$22,250 (15%) for a total amount "not to exceed" \$170,638.87.

Fiscal Impact

The amended budget for 2020 allocates \$400,000 for S-10 Water Quality Retrofits. The design contract for this work is for \$33,150, leaving \$366,850 for construction. The entirety of this contract will be paid for from this project budget.

Additionally, there is \$54,640 remaining between the awarded King County WaterWorks grants.

Options

1. Approve Resolution No. R-20-1467.
2. Do not approve Resolution No. R-20-1467 and re-bid the project.
3. Do not approve Resolution No. R-20-1467 and do not re-bid the project.
4. Take some other action.

Attachments

1. R-20-1467 S-10 Bid Award – WQ Retrofits - Scotty's General Construction, Inc.
2. S-10 Bid Results Summary

CITY OF MAPLE VALLEY, WASHINGTON

RESOLUTION NO. R-20-1467

A RESOLUTION OF THE CITY OF MAPLE VALLEY, WASHINGTON, AWARDED THE BID, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PUBLIC WORKS CONTRACT WITH SCOTTY'S GENERAL CONSTRUCTION, INC., FOR 2020 STORMWATER POND WATER QUALITY RETROFITS (S-10).

WHEREAS, the City Council and the City of Maple Valley desires to retrofit stormwater ponds that were constructed prior to City incorporation or were built prior to current standard; and

WHEREAS, the City has identified six (6) priority ponds for retrofits in 2020; and

WHEREAS, the City has received a total of \$65,000 in grant funding from the King County WaterWorks grant program for design and construction of these retrofits; and

WHEREAS, the City solicited Invitations to Bid from qualified individual construction firms identified on the MRSC Public Works Small Works Roster; and

WHEREAS, on June 30, 2020 the City received nine (9) bids; and

WHEREAS, the City has reviewed bid documents submitted by all bidders and has determined the lowest responsive and responsible bidder is Scotty's General Construction, Inc.; and

WHEREAS, the City is requesting that the City Manager be granted the authority to execute a Public Works Contract with Scotty's General Construction, Inc., to perform the construction services for 2020 Stormwater Pond Water Quality Retrofits in the total bid amount of \$148,388.87 and administer a construction contingency in the amount of \$22,250 (15%).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MAPLE VALLEY, WASHINGTON, DO RESOLVE AS FOLLOWS:

Section 1. Bid Award. The City Council hereby awards the bid to perform Stormwater Pond Water Quality Retrofits to Scotty's General Construction, Inc.

Section 2. Authorization. The City Manager is hereby authorized to execute a Public Works Contract with Scotty's General Construction, Inc., to perform Stormwater Pond Water Quality Retrofits in the amount "not to exceed" \$148,388.87 and administer a 15% contingency in the amount of \$22,250 for a total amount "not to exceed" \$170,638.87. A copy of Public Works Contract C-20-1735 has been filed with the City Clerk and identified with Clerk's Receiving No. ____.

APPROVED BY THE CITY COUNCIL AT A REGULAR BUSINESS MEETING THEREOF ON THE 13th DAY OF JULY 2020.

Sean P. Kelly, Mayor

ATTEST:

Shaunna Lee-Rice, City Clerk

APPROVED AS TO FORM:

Patricia Taraday, City Attorney

**2020 Stormwater Pond Water Quality Retrofits (S-10)
Bid Opening - 06/30/2020**

Company Name	Bidder Qualifications	Bid Proposal	Addenda Acknowledged	Bid Security	Noncollusion Affidavit	Compliance with Wage Payment	Payment and Performance Bond	Grand Total
Sierra Pacific Construction	x	x	x	x	x	x	x	\$ 211,606.01
Active Construction	x	x	x	x	x	x	x	\$ 463,930.51
Hoffman Construction	x	x	x	x	x	x	x	\$ 204,035.51
RW Scott Construction	x	x	x	x	x	x	x	\$ 239,797.76
Norvind Company	x	x	x	x	x	x	x	\$ 327,991.33
Pro Grade Enterprises	x	x	x	x	x	x	x	\$ 214,821.23
Scotty's General Construction	x	x	x	x	x	x	x	\$ 148,388.87
Maroni Construction	x	x	x	x	x	x	x	\$ 184,558.86
Welwest Construction	x	x	x	x	x	x	x	\$ 439,341.30

Apparent Low Bidder: Scotty's General Construction

Bids Opened: Tuesday, June 30, 2020 @ 2:00 pm

Opened: Halley Kimball, SWM/NPDES Program Manager

Witnessed: Andrew Dacuag, Deputy City Clerk

Engineer's Estimate: \$250,000.00

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July 13, 2020

To: Mayor Sean Kelly and Councilors
From: Halley Kimball, PE, SWM/NPDES Program Manager
Subject: **S-10 Stormwater Pond Water Quality Retrofits – DMP Professional Services Contract – Amendment No. 1**

Background

Much of the City of Maple Valley’s stormwater infrastructure was constructed prior to the City’s incorporation and even more was constructed prior to current treatment standards. To improve the quality of stormwater discharged to streams, lakes, and groundwater the City has developed a long term program to retrofit existing stormwater facilities to bring the facility up to current codes, improve treatment capacity within a limited footprint, or to improve access and the City’s ability to maintain.

In 2017, the City was awarded \$20,000 from the King County WaterWorks grant program to complete retrofits of 7 ponds. Due to lack of staff capacity, these retrofits had to be delayed until 2020 and King County agreed to extend the agreement deadline until November 30, 2020. In 2019 the City was awarded an additional \$45,000 from the King County WaterWorks grant program to retrofit 6 additional ponds.

In January of 2020, the City selected DMP Inc., to perform survey, prepare design plans, specifications, and engineers estimate for 10 of the ponds identified for water quality retrofit (work was done internally for the remaining 3 ponds) for the contract amount of \$33,150. In June of 2020 DMP Inc., completed design, specifications, and estimates for 6 of the 10 ponds and this package was bid out to allow for summer construction.

The remaining 4 ponds require additional work beyond what was originally scoped and construction has been rescheduled to 2021 to allow time for DMP to complete additional surveying, geotechnical testing, structural design, and preparation of designs, specifications, and estimates.

Discussion

The Professional Services Contract with DMP Inc. requires additional funding to cover

- Cedar Downs Div. 3 Pond

- Additional survey of south end of property where new construction was completed
- Preparation of easement documents
- Update of design and preparation of bid documents
- Morningview Pond
 - Structural design for a wall section
 - Geotechnical study to verify infiltration rate
 - Update of design and preparation of bid documents
- Elk Run Div. 6
 - Additional survey
 - Preparation of easement documents
 - Update of design and preparation of bid documents
- Maple Ridge Pond
 - Additional survey
 - Update of design and preparation of bid documents

The City has determined that this additional work is justified in order to complete the design of these grant funded projects and prepare them for construction in 2021.

Fiscal Impact

The original contract with DMP was for \$33,150. Amendment No. 1 increases the existing contract fee by \$38,385 for a total contract amount of \$71,535. The additional funds will come out of the 2020 budget for S-10 Water Quality Retrofits which has \$184,633 remaining unencumbered.

Additionally, there is \$54,640 remaining between the awarded King County WaterWorks grants.

Recommendation

Staff recommends amending Contract C-20-1690 with DMP Inc. to include the funds for the additional services needed to design the stormwater quality retrofits.

Options

1. Motion to approve Resolution No. R-20-1468 authorizing the City Manager to execute Contract Amendment No. 1 with DMP Inc. adding to the scope of work and increasing the cost of the contract for a new amount not to exceed \$71,535 (an increase of \$38,385).
2. Motion to reject Resolution No. R-20-1468 authorizing the City Manager to execute Contract Amendment No. 1 with DMP Inc.
3. Take some other action.

Attachments

1. Resolution R-20-1468
2. Contract Amendment No. 1
3. Amendment No. 1 Scope of Work and Budget (Attachment A)

4. Stormwater Water Quality Retrofit Location Exhibit

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CITY OF MAPLE VALLEY, WASHINGTON

RESOLUTION NO. R-20-1468

A RESOLUTION OF THE CITY OF MAPLE VALLEY, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH DMP INC., INCREASING THE BUDGET AND ADDING TO THE SCOPE OF WORK RELATING TO PROJECT S-10 WATER QUALITY RETROFITS

WHEREAS, the City Council and the City of Maple Valley desires to retrofit stormwater ponds that were constructed prior to City incorporation or were built prior to current standard; and

WHEREAS, the City selected DMP Inc., to design the water quality retrofit of ten (10) ponds; and

WHEREAS, designs for six (6) of these ponds was completed in June of 2020, however four (4) ponds require additional unforeseen work in order to finalize the designs; and

WHEREAS, the City has negotiated a scope of services and budget with DMP Inc. to include the new scope of work required for the additional effort to complete the design of the remaining ponds; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MAPLE VALLEY, WASHINGTON, DO RESOLVE AS FOLLOWS:

Section 1. Authorization. The City Manager is hereby authorized to execute Amendment No. 1 to Professional Services Agreement C-20-1690 with DMP Inc. to provide additional services for the S-10 Water Quality Retrofits totalling \$38,385 for a new total not to exceed amount of \$71,535. A copy of Professional Services Agreement C-20-1690 Amendment No. 1 has been filed with the City Clerk and identified with Clerk's Receiving No. _____.

PASSED BY THE CITY COUNCIL AT A REGULAR BUSINESS MEETING THEREOF ON THE 13th DAY OF JULY 2020.

Sean Kelly, Mayor

ATTEST:

Shaunna Lee-Rice, City Clerk

APPROVED AS TO FORM:

Patricia Taraday, City Attorney



P.O. Box 320 • 22017 SE Wax Road, Suite 200 • Maple Valley, WA 98038

Phone: (425) 413-8800 • Fax: (425) 413-4282

July 13, 2020

DMP, Inc.
Alex Poblete, Vice President
726 Auburn Way N.
Auburn, WA 98002

Subject: S-10 Water Quality Retrofits Professional Services C-20-1690 Amendment #1

Dear Mr. Poblete:

Pursuant to our mutual agreement, this letter amends the S-10 Water Quality Retrofits, Contract No. C-20-1690 as follows:

Section 1. Scope of Services; Compliance with Law

Exhibit "A" has been amended so as to change the scope of services. The Service Provider shall perform the services as detailed in amended Exhibit "A" dated July 2, 2020, attached hereto and incorporated herein.

Section 2. Compensation

A. The City shall pay the Service Provider:

According to the rates set forth in Exhibit "A"

A sum not to exceed \$71,535

All other provisions of the S-10 Water Quality Retrofits, Contract No. C-20-1690 contract number, not otherwise changed by this Amendment shall remain the same and in full effect.

The parties signed below agree to this Amendment as set forth herein.

CITY OF MAPLE VALLEY

DMP, INC.

Laura K. Philpot
City Manager
Date: _____

By: _____
Title: _____
Date: _____

Attest:

Shaunna Lee-Rice, City Clerk

Approved as to form:

Patricia Taraday, City Attorney

Attachments: Exhibit A: Amended Scope of Work and Fee
Contract C-20-1690

City of Maple Valley
2020 Water Quality Retrofit
S-10
July 2, 2020

SCOPE OF SERVICES

Element 1.0 Project Description, Design Criteria and Deliverables

1.1 Project Description

This project will provide engineering and surveying services to the City of Maple Valley (CITY) for the 2020 Water Quality Retrofit (PROJECT). The work to be performed consists of engineering, surveying, preparing final plans, drainage report, specification, and estimates (PS&E) for 4 separate existing stormwater facilities as follows:

- Elk Run Div. 3 - Prepare plans for re-establishing pond bottom elevation and spillway from wet pond to detention, lining wet pond and re-establishing an access road. Provide topographic survey for the access road location and prepare easement documents.
- Morningview Place - Prepare plans for re-sizing pond to reduce outer slopes to 3:1 or use vertical walls. Provide plan specifications for the fill material and construction. Provide structural plans for walls as needed.
- Cedar Downs Div. 3 - Modify original design to change pond from detention to WQ facility. Design conveyance facility to the Lake. Provide drainage report for the modification and conveyance system. Survey along west side of existing structures on the adjacent property to the east. Provide easement documents.
- Maple Woods Pond –Provide topographic survey of the second cell and berms at the inlet and outlet. Prepare plans for lining replacement of second cell, repair of the berm between 1st and 2nd cells and for the repair of erosion around the inlet.

Consultant services for the PROJECT includes: providing plans for the retrofit, attending a pre-bid meeting and engineering review of materials submittals and change orders. Consultant services also include topographic survey of three of the existing ponds.

1.2 Design Criteria

The design and associated documents will be based on the requirements of the City of Maple Valley Standard Specifications and Details. In addition, the following documents will be used as reference guides: Current Department of Ecology's Stormwater Management Manual for Western Washington,

2016 King County Surface Water Design Manual and 2020 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction.

1.3 Project Deliverables Furnished by the CONSULTANT

Daley Morrow Poblete, Inc. (CONSULTANT) shall maintain hard copy and electronic project files for pertinent work items. These files will be delivered to the CITY at the conclusion of the design phase. The CITY review sets will be returned, with each subsequent revision, illustrating how review comments were addressed. The CONSULTANT shall prepare and/or deliver the following documents and products to the CITY as part of this agreement:

Deliverables

- Progress reports and invoices
- Engineering Plans (2 copies each and electronic files)
- Specifications (2 copies each and electronic files)

Fee

Daley Morrow Poblete, Inc. will provide the services detailed above on a time-and-materials basis. The fee schedule can be found in Exhibit A.

EXHIBIT A

STANDARD FEE SCHEDULE 2020

PROFESSIONAL ENGINEER	\$145.00 PER HOUR
PROFESSIONAL LAND SURVEYOR	\$135.00 PER HOUR
EXPERT WITNESS	\$260.00 PER HOUR
PROJECT ENGINEER / MANAGER	\$130.00 PER HOUR
LANDSCAPE ARCHITECT	\$120.00 PER HOUR
PROJECT SURVEYOR	\$120.00 PER HOUR
PLANNER	\$120.00 PER HOUR
DESIGN ENGINEER	\$115.00 PER HOUR
ENGINEERING TECHNICIAN	\$105.00 PER HOUR
CADD TECHNICIAN	\$100.00 PER HOUR
CADD DRAFTER	\$ 95.00 PER HOUR
OFFICE SURVEY COMPUTATIONS	\$110.00 PER HOUR
SECRETARIAL STAFF	\$ 65.00 PER HOUR
1-MAN SURVEY CREW	\$140.00 PER HOUR
2-MAN SURVEY CREW	\$150.00 PER HOUR
3-MAN SURVEY CREW	\$165.00 PER HOUR

DIRECT EXPENSE CHARGES:

INVOICED COSTS TO DMP, INC. – PLUS 15%

(Long Distance Calls, Reproductions, miscellaneous materials, sub-consultants, etc.)

OVERTIME – Charges at 1.5 times the hourly charge rate.

REPRODUCTIONS -	CADD Plats -	\$ 7.50 per L.F. (Mylar), plus hourly rate
		\$ 6.00 per L.F. (Vellum), plus hourly rate
	Xerox Plans -	\$ 3.00 per Sheet (Paper), plus hourly rate
		\$15.00 per Sheet (Mylar), plus hourly rate
COPIES:	24 X 36	\$ 3.00 per page, plus hourly rate
	18 X 24	\$ 2.00 per page, plus hourly rate
	11 X 17	\$ 0.50 per page, plus hourly rate
	color 8 ½ X 11	\$ 1.25 per page, plus hourly rate
	b/w 8 ½ X 11	\$ 0.10 per page, plus hourly rate
	CD'S	\$16.00 each, plus hourly rate

TRANSPORTATION EXPENSES - \$0.67 Per Mile.

RETURNED CHECK (NSF) \$50.00

Expense charges and rates per hour subject to change without prior notice.

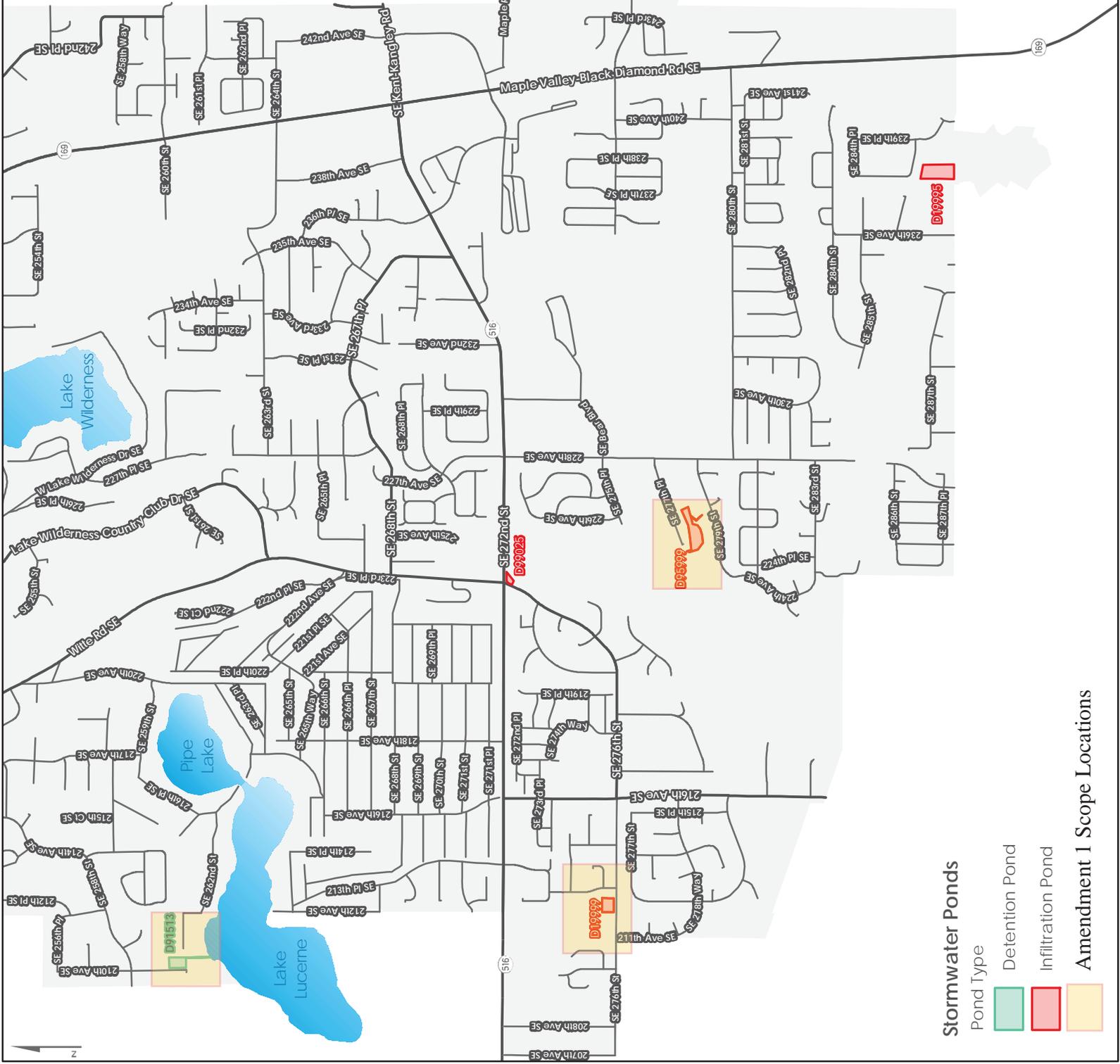
Exhibit B
2020 MAPLE VALLEY WATER QUALITY RETROFIT
(S-10)

Work Element #	Work Element	1	2	2	3	4	5	6	7	8	9	10	11	12	13	Total hrs.	Total \$
	Daley Morrow Poblete, Inc.	Professional Engineer	Professional Land Surveyor (PLS)	Project Engineer / Manager	Project Surveyor	Planner	Design Engineer	Engineering Technician	Cadd Technician	Cadd Drafter	Office Surveyor Computations	Secretarial Staff	1-Man Survey Crew	2-Man Survey Crew	3-Man Survey Crew		
		Total hrs.	Total hrs.	Total hrs.	Total hrs.	Total hrs.	Total hrs.	Total hrs.	Total hrs.	Total hrs.	Total hrs.	Total hrs.	Total hrs.	Total hrs.	Total hrs.	Total hrs.	Total \$
2.0	Engineering																
2.1	Proj. Management	2														2	\$ 290.00
2.2	Engineering Plans	20					20	20								60	\$ 7,300.00
2.3	Contract Provisions		20													20	\$ 2,600.00
2.4	Drainage Report						4									4	\$ 460.00
2.5	Cost Estimate						16									16	\$ 1,840.00
2.6	Pre-bid Meeting	1														1	\$ 145.00
2.7	Material and Change Order reviews	2														2	\$ 290.00
2.8	Progress Report and Invoices	3														3	\$ 435.00
2.9	Project Schedule Updates	3														3	\$ 435.00
2.10	Agendas and Minutes of Meetings	1														1	\$ 145.00
2.11	Geotech Report	16														16	\$ 2,320.00
2.11	Structural Design	36														36	\$ 5,220.00
	Work Element 2.0 Total	84	0	20	0	0	40	20	0	0	0	0	0	0	0	164	\$ 21,480.00
3.0	Surveying																
3.1	Topographic Survey		1								30			40		71	\$ 9,435.00
3.2	Easement Documents		2		60												\$ 7,470.00
	Work Element 3.0 Total	0	1	0	0	0	0	0	0	0	30	0	0	40	0	71	\$ 16,905.00
	Total															Total	\$ 38,385.00

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Stormwater Facility Water Quality Retrofits 2020



Stormwater Ponds

Pond Type

- Detention Pond
- Infiltration Pond
- Amendment 1 Scope Locations

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July 13, 2020

To: Mayor Sean Kelly and Councilors
From: Tawni Dalziel, P.E., Public Works/Community Development Director
Subject: **T-28b Phase 2 – Utility Relocates
Witte Road Improvement (SE 249th Place to SE 256th Street)
Utility Agreements**

Background

The Witte Road Improvement Project (T28b Phase 2) will convert overhead utilities to underground in a joint utility trench. These utilities require utility agreements for reimbursements for construction.

Discussion

The City has been coordinating with Puget Sound Energy, Comcast, Centurylink, and Wave communications with the T28b Phase 2 project design. In order to obtain reimbursement for construction of the joint utility trench, the City needs to execute utility agreements with these utilities. The Puget Sound Energy construction agreement will be provided at an upcoming City Council Meeting.

Fiscal Impact

The 2020 amended budget for the project is \$2,050,000 and the total expected reimbursement from utilities is \$571,051.07.

Recommendation

Staff recommends the City Council adopt proposed Resolution No. R-20-1464 authorizing the City Manager to execute utility agreements with Comcast, Centurylink, and Wave communications

Options

1. Approve Resolution No. R-20-1464 authorizing the City Manager to execute utility agreements with Comcast, Centurylink, and Wave communications.
2. Do not approve a resolution authorizing the City Manager to execute the utility agreements for the Witte Road T28b Phase 2 project.

3. Take some other action.

Attachments

1. Proposed Resolution No. R-20-1464
2. Utility Agreements
 - Comcast
 - Centurylink
 - Wave

CITY OF MAPLE VALLEY, WASHINGTON

RESOLUTION NO. R-20-1464

A RESOLUTION OF THE CITY OF MAPLE VALLEY, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE UTILITY AGREEMENTS FOR THE WITTE ROAD T28B PHASE 2 PROJECT

WHEREAS, SE Witte Road between SE 249th Place and SE 256th Street is an unimproved section of a City arterial identified in the adopted Six Year Transportation Improvement Plan; and

WHEREAS, the City Council of the City of Maple Valley directed staff to manage the design and construction of the Witte Road Improvement Project from SE 249th Place to SE 256th Street (T-28b); and

WHEREAS, the Witte Road Improvement Project between SE 249th Place and SE 256th Street has been separated into three phases; and

WHEREAS, Phase 1 of the Witte Road Improvement Project between SE 249th Place and SE 256th Street was completed in 2018 and included the construction of a fish passage concrete box culvert on the South Jenkins Creek crossing with SE 256th Street at Witte Road and improvements to the alignment of SE 256th Street with Witte Road; and

WHEREAS, Phase 2 of the Witte Road Improvement Project between SE 249th Place and SE 256th Street includes relocation of overhead power and communications to an underground joint utility trench (Schedule B), relocation of water main conflicts with the future road improvement project (Schedule C), and retrofit of a stormwater pond located at the Lake Wilderness Golf Course (Schedule D); and

WHEREAS, Phase 3 of the Witte Road Improvement Project between SE 249th Place and SE 256th Street includes road widening to accommodate bikes lanes on both sides, a 6-ft wide sidewalk on the west side only, retaining walls, daylighting of South Jenkins Creek at 220th Ave SE, construction of a two fish passable concrete box culverts, and construction of a roundabout at Witte Road and SE 254th Place with construction anticipated for summer 2021; and

WHEREAS, utility agreements are required for construction of joint utility trenches for the Witte Road T28b Phase 2 project and for the City to receive appropriate reimbursement for construction.

WHEREAS, the amended 2020 budget allocates \$2,050,000 for the T-28b Phase 2 Witte Road Improvement Project; and

WHEREAS, the City anticipates reimbursements from Comcast, Centurylink, and Wave utilities for easements in the amount of \$571,051.07 for Schedule B work; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MAPLE VALLEY, WASHINGTON, DO RESOLVE AS FOLLOWS:

Section 1. Authorization. The City Manager is hereby authorized to execute utility agreements as shown in Attachments 1, 2, and 3 with Comcast, Centurylink, and Wave for the Witte Road T28b Phase 2 Project. Agreements may include minor revisions as approved by the City Attorney prior to execution.

PASSED BY THE CITY COUNCIL AT A SPECIAL MEETING THEREOF ON THE 13th DAY OF JULY 2020.

Sean Kelly, Mayor

ATTEST:

Shaunna Lee-Rice, City Clerk

APPROVED AS TO FORM:

Patricia Taraday, City Attorney

**JOINT UTILITY TRENCH
AGREEMENT
WITTE ROAD SE – PHASE 2 ROAD IMPROVEMENTS**

**Schedule A2– Witte Rd. from SE 249th Place to SE 256th
Street**

THIS AGREEMENT (“Agreement”) is entered into between the CITY OF MAPLE VALLEY, a Washington municipal corporation (“CITY”), and Comcast Cable Communications Management, LLC, on behalf of itself and its applicable affiliates holding the franchise agreement(s) in the area covered by this Agreement (collectively “COMCAST”). This Agreement may refer to COMCAST or to CITY each as a "Party" and collectively as the “Parties.”

RECITALS

WHEREAS, the CITY is making right-of-way improvements to Witte Road SE; and

WHEREAS, these right-of-way improvements require COMCAST to relocate portions of its cable system; and

WHEREAS, relocation requires trenching within the right-of-way, and the Parties recognize the efficiencies of entering into an agreement whereby a joint trench will serve the Parties as well as other utility providers who will also be relocating facilities; and

WHEREAS, the franchise agreement (“Franchise”) granted to COMCAST by the CITY on September 26, 2011 pursuant to Ordinance 11-469 contains terms and conditions applicable to this Agreement including but not limited to Section 10.8, Movement of Cable System Facilities;

NOW THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, or attached and incorporated and made a part hereof, it is mutually agreed by the Parties as follows:

AGREEMENT

1. PURPOSE; PROJECT DESCRIPTION; FRANCHISE INCORPORATED.

The CITY is constructing road improvement projects known as Projects T-28b, along Witte Road. The CITY will send out for bid and enter into a contract with the contractor selected by the CITY (the “Contractor”) for the construction of Projects T-28b, which shall include construction of a joint utility trench (the “Joint Trench”). The Joint Trench will be constructed within the scope of each Schedule, attached and incorporated herein as Schedule A-2 (the “Project”). The Project limits of Schedule A-2 are from SE 249th Place extending south to SE 256th Street along Witte Road. The improvements are generally described as bicycle lanes, striped medians, turn pockets, sidewalk, retaining walls, HMA (asphalt) paving, streetlights, underground utilities and landscaping.

The limits of the utility undergrounding will extend in Witte Road SE from south of SE 249th

Place to approximately SE 256th Street.

2. CITY'S BID AWARD.

The CITY shall allow COMCAST to review the bid award for the construction of the Joint Trench and the placement of COMCAST'S conduits and vaults in the Joint Trench, consistent with Section 10.8(B) of the Franchise. COMCAST shall have five (5) business days from the date of the award to notify the CITY in writing that it intends to utilize a contractor of its choice to complete the work required for movement of its cable facilities at its sole cost. COMCAST may exercise this option only if the bid for COMCAST work is 20% or more over the agreed estimate of \$326,002.23. COMCAST'S decision to utilize its own contractor shall not result in any delay by COMCAST to relocate its facilities within thirty (30) working days after the later of the date that (i) Contractor has completed the Joint Trench and the CITY has issued COMCAST any necessary permits, and (ii) Puget Sound Energy ("PSE") has notified COMCAST that it has activated COMCAST's power supplies within the Project area (as further set forth in Section 4.A.3). Failure by COMCAST to relocate its facilities by the above specified date shall result in the CITY invoking its rights pursuant to Section 10.8(A) of the Franchise to "affect such removal or relocation, and the expense thereof shall be paid by COMCAST, including all costs and expenses incurred by the CITY due to COMCAST'S delay."

3. TERM AND TERMINATION.

This Agreement shall commence on the date last signed below ("Effective Date"), and shall continue for a period of 24 (twenty four) months, to terminate on the last day of the twenty-fourth month unless earlier terminated pursuant to the terms herein.

Time is of the essence for the Project and delays that are caused by factors within the reasonable control of the Parties are likely to become the cause of a claim for delay damages.

In the event that either Party defaults in the performance of its obligations herein, notice may be given by the other Party of its intent to terminate this Agreement for cause, said termination to be effective thirty (30) days thereafter. Such notice shall be deemed to satisfy the notice requirement set forth in Section 13.7 of the Franchise. The Party in default shall have thirty (30) calendar days after the date the notice is received to cure or commence to cure the default. If the Party in default intends to cure the default, that Party shall notify the other Party of its intent to cure within ten (10) business days of receipt of the other Party's notice of intent to terminate this Agreement. The Party that provided notice of intent to terminate this Agreement shall reasonably determine whether the Party in default cured the default before the thirtieth day from the notice of intent to terminate expires. If the Party in default has not cured the default to the other Party's reasonable satisfaction, the non-defaulting Party shall notify the defaulting Party in writing whether it intends to accept the cure, require additional cure, or terminate this Agreement for default. Should the Party decide to terminate this Agreement for default, the date of termination shall be the same date specified for termination in the notice of intent to terminate originally provided by the non-defaulting Party.

4. RESPONSIBILITIES OF THE PARTIES.

A. COMCAST

1) COMCAST shall provide to the CITY the following: engineering drawings, specifications, construction standards, and quantities in accordance with acceptable industry standards and the CITY's municipal code. The drawings shall show in detail the quantity and size of the conduits, trench, and vaults.

2) COMCAST will compensate the CITY for its proportionate share of the cost of procurement and installation of all of the conduit and vault materials necessary for the supporting structure to the Project site and provide inspection services needed for overseeing the proper installation of the materials. COMCAST's inspector will have no authority to direct the Contractor. Any direction or requests regarding the installation of the materials from COMCAST's inspector to the Contractor shall only be coordinated and conveyed through the CITY or the CITY's authorized agent. COMCAST shall not be responsible for any delays in the Project arising from or related to coordination with the Contractor through the City or the City's authorized agent, but only to the extent the CITY or its authorized agent is responsible for the delay. COMCAST will arrange with the Contractor for (and CITY shall cause its Contractor to provide at its sole cost and expense) any required material storage and/or security until the conduit and vault materials are installed and accepted by COMCAST or returned to COMCAST's custody.

3) Once vault and conduit installation are completed, COMCAST will provide and install all wires, conductors and any other equipment needed to complete the COMCAST portion of the system relocation. COMCAST will complete, activate its relocated system, and abandon its aerial facilities, and remove any utility poles under its ownership within the Project boundaries within thirty (30) calendar days of PSE's notification of activating COMCAST's power supplies within the Project area. This deadline shall be automatically extended to the extent of any delays caused by CITY, Contractor or their subcontractors. Failure by COMCAST to relocate its system within the time frame specified herein and after reasonable notice and opportunity to cure shall constitute material breach of this Agreement.

4) COMCAST will be responsible for providing all traffic control associated with the pulling of cables and associated equipment, and the removal of COMCAST's existing facilities. Traffic control permits needed for pulling cables and other associated equipment will be obtained from the CITY of Maple Valley pursuant to the CITY's municipal code requirements. At the CITY's sole discretion, COMCAST may use the traffic control set up by the CITY's Contractor.

5) COMCAST will notify the CITY in writing when COMCAST's installation is complete and the system has been activated.

6) COMCAST will perform cut-over and transfer of existing COMCAST customers and will notify the CITY in writing when this has occurred.

7) COMCAST shall maintain continued coordination with the Contractor and with the City

regarding the installation of COMCAST's facilities. This coordination shall include but not be limited to the following:

- a. COMCAST will attend the pre-construction meeting.
- b. The CITY will provide COMCAST a copy of the proposed work schedule showing the date(s), location, and extent of work to be performed by the Contractor. This schedule will be subject to change at any time.
- c. COMCAST will attend weekly CITY construction meetings.
- d. COMCAST will be given a ten (10) day notice that the Contractor is beginning construction.

8) COMCAST shall assume responsibility for any of its work that occurs outside CITY right of way on private property and shall further assume all liability for any damages to the extent caused by COMCAST in its performance of work on private property. To the extent COMCAST requires permission from a third party for a license to enter private property to perform work necessary under this Agreement, COMCAST is solely responsible for obtaining the necessary license. COMCAST shall defend, indemnify and hold the CITY and its officers, officials, directors and employees harmless from any and all claims, injuries, suits, damages or losses including reasonable costs and reasonable attorney fees brought against COMCAST by a third party for work performed by COMCAST, but only to the extent such claims, injuries, suits, damages or losses arise from COMCAST's sole negligence in performance of such work on any private property. The provisions of this Section shall survive termination of this Agreement.

B. CITY

1) The CITY will prepare drawings and specifications for excavation of the Joint Trench and the installation of the vaults and conduits required for the undergrounding of COMCAST's system. The CITY will advertise for bids, evaluate bids, award the contract and monitor the Contractor's activities. COMCAST shall have the opportunity to utilize its own contractor, pursuant to Section 2, herein. The CITY may utilize a third party for purposes of construction management for its Project, provided that the CITY shall cause any such third party construction management firm to defend, indemnify and hold COMCAST and its officers, officials, directors and employees harmless from any and all claims, injuries, suits, damages or losses including reasonable costs and reasonable attorney fees brought against COMCAST that arise from work performed by such third party construction management firm, but only to the extent of the third-party construction management firm's negligence.

2) Subject to COMCAST's right to hire its own contractor pursuant to Section 2, herein, the CITY, acting through its Contractor, as shown on and specified in the Project drawings and specifications will provide all necessary excavation, bedding, backfill, off-site disposal, and site restoration for the Project; will install all vaults and conduits provided by COMCAST; and will coordinate with the other utility providers that are participating in the Project.

3) The CITY, acting through its Contractor, will provide all flagging and traffic control for the trench excavation and backfilling activity.

4) The CITY will attend weekly construction meetings with the Contractor, COMCAST, and other utility providers involved in the joint trenching.

5) The CITY will document quantities as its Contractor proceeds with excavation, installation and backfill and provide a final invoice at the end of the Project to COMCAST for work undertaken in connection with this Agreement.

5. COST ALLOCATION.

A. Joint Trench Costs

Exhibit A, attached to and incorporated by this reference into this AGREEMENT, is a pre-bid award estimate of COMCAST's proportionate share of the Joint Trench construction costs including procurement and the installation costs of vaults and conduit for COMCAST's system (collectively, the "Joint Trench Costs"). The Joint Trench Costs are an estimate only. \$326,002.23 is an estimate of COMCAST's proportionate share of the Joint Trench construction costs. The CITY shall notify COMCAST in writing in the event the total bid cost of JUT and vault related work increases from the estimated cost in Exhibit A by more than twenty percent (20%). The final breakdown of costs will be based on the actual quantities of work performed by the Contractor multiplied by the contract unit costs for each work item. Subject to Section 2, herein, the CITY will invoice COMCAST for work completed for COMCAST's system by the Contractor.

B. Trench Costs

Should COMCAST decide not to utilize its own contractor and to participate in the Joint Trench construction, COMCAST agrees to pay the CITY a portion of the trench costs, including trench, bedding, and backfill, commensurate with its proportionate share of trench usage as shown in Exhibit A. Trench costs will be finalized after completion of construction to account for actual construction costs.

C. Additional Expenses

COMCAST agrees to pay its proportionate share of any additional expenses incurred due to COMCAST's approved change requests. Such change requests may include, but are not limited to: any over- excavation required, unforeseen conditions attributable to the relocation of COMCAST's facilities, any additional trench width or depth attributable to errors in COMCAST's design, and conflicts not accounted for in COMCAST's design. Any changes to COMCAST's portion of work perceived as necessary by the Contractor must be approved by COMCAST in advance, with COMCAST having a reasonable amount of time to review the changes prior to providing comments. COMCAST will not be responsible for any share of additional expenses incurred solely due to approved change requests from other Joint Trench users and/or the CITY.

D. Claims by Contractor

COMCAST agrees to pay the actual and reasonable cost of any documented claims made by Contractor that are determined by the Parties or by a court of competent jurisdiction to be caused by COMCAST, including but not limited to, claims for delay damages caused by COMCAST's installation of, or failure to install its facilities, or failure of COMCAST's performance under this Agreement, but only to the extent caused by COMCAST's negligence. Claims are not valid

unless written notice has been given to COMCAST by the CITY or by the Contractor and COMCAST has not cured or commenced to cure the matter within the time periods prescribed by this Agreement. In the event of a conflict between this provision and the Franchise, the Franchise shall control. The determination of proximate cause will be pursuant to the Governing Law provision herein (Paragraph 9.C.).

E. Invoice

COMCAST agrees to pay all undisputed amounts invoiced by the CITY within forty-five (45) days of receiving an invoice from the CITY. The CITY's invoice will be supported by relevant documentation for work completed including any approved changes to the work.

F. Defective or Unauthorized Work

- 1) Defective or Unauthorized Work. COMCAST must provide prompt written notification to the CITY of any defective or unauthorized work performed by the Contractor in order that such work can be rectified while it is in progress.

- 2) COMCAST reserves the right to withhold payment from the CITY for any defective or unauthorized work performed by the Contractor. COMCAST agrees to meet with an authorized City representative to attempt to resolve any amount in dispute for any such defective or unauthorized work, within thirty (30) days of receiving an invoice from the City. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Agreement, and extra work and materials furnished without COMCAST's approval. If it is necessary for COMCAST to satisfactorily complete any portion of the defective or unauthorized work, COMCAST may complete the work using its own contractor with the understanding that COMCAST must coordinate with the Contractor and the CITY on the work to be performed and must not unreasonably interfere with or cause delay to the Project. The CITY shall ensure that its agreement with Contractor makes Contractor liable to COMCAST for any additional costs incurred by COMCAST to remedy the Contractor's defective or unauthorized work approved or performed by the Contractor, but only to the extent that defective or unauthorized work is caused by the Contractor's negligence. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the parties beyond the price included in the bid accepted by the CITY.

- 3) In the event that COMCAST must complete work, COMCAST shall send supporting documentation to the CITY that notification was provided to the CITY while the defective or unauthorized work was in progress, that the CITY failed to act upon this notification and correct or prevent the defective or unauthorized work, and showing its costs for completing the work. The costs incurred by COMCAST shall be an offset against an invoice to COMCAST from the CITY. In the event that COMCAST's costs to complete the work exceed the amount of an invoice to COMCAST from the CITY, the excess amount shall be a cost borne by COMCAST, and not the CITY. Provided the Parties are not in dispute about the excess costs, the CITY shall assist COMCAST in its efforts to recover the excess money from the Contractor, by cooperating in any suit or arbitration initiated by COMCAST against the Contractor to recover money expended by COMCAST to satisfactorily complete work of the Contractor.

4) The making of final payment by Comcast shall constitute a waiver of claims by the City and Contractor, except those claims previously and properly made and identified by the City or Contractor as unsettled at the time request for final payment is made and those claims related to either Party's indemnification obligations in this Agreement.

6. CHANGES.

After the CITY executes a contract with its Contractor, COMCAST shall submit any changes requested to be performed by the Contractor to the CITY. The CITY shall submit this to the Contractor, obtain a price from the Contractor to perform the work, and notify COMCAST of this price. Prices supplied by the Contractor for COMCAST change orders shall be in conformance with the 25% limit in subsection 1-04.6 of the *WSDOT 2014 Standard Specifications for Road, Bridge, and Municipal Construction*. COMCAST shall have 24 business hours from receiving the price from the CITY within which to respond. Any changes must be evidenced by a written change order signed by authorized representatives of both Parties. If COMCAST chooses not to accept the Contractor's price, then this work shall only be performed by COMCAST according to a mutually agreed upon schedule with the Contractor so as not to cause delay to the Contractor.

7. INDEMNIFICATION AND LIABILITY;

A. Indemnification

Each Party shall defend, indemnify and hold the other Party, its officers, officials, directors and employees harmless from any and all third party claims, injuries, damages, losses or suits including reasonable legal costs and reasonable attorney fees, to the extent they arise from or in connection with the negligent performance of the indemnifying Party's work required under this Agreement. This provision will apply to the negligent acts or omissions of each Party, its officers, officials, directors, employees or any person or entity acting for or on behalf of a Party where such persons or entities are authorized and empowered by either Comcast or the City, as the case may be, to act for such Party under this Agreement.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Parties, its officers, officials, directors and employees or any person or entity acting for or on behalf of a Party where such persons or entities are authorized and empowered by either Comcast or the City, as the case may be, to act for such Party under this Agreement, a Party's liability hereunder shall be only to the extent of the Party's negligence. The provisions of this section shall survive the expiration or termination of this Agreement.

B. Limitations on Liability

Except as expressly provided herein, neither Party shall be liable to the other for any punitive, incidental, indirect, special or consequential damages of any kind, including but not limited to any loss of use, loss of business or loss of profit; provided, however, there shall be no limitation on a Party's liability to the other for indemnification obligations and any fines or penalties imposed on the other Party by any court of competent jurisdiction or federal, state or local administrative agency resulting from the failure of the Party to comply with any term or

condition of this Agreement or any valid and applicable law, rule or regulation. Should a conflict exist between this section and any section(s) of the Franchise, the Franchise shall control.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Parties, its officials, directors and employees, a Party's liability hereunder shall be only to the extent of the Party's negligence. The provisions of this section shall survive the expiration or termination of this Agreement.

C. Liens

No Party, directly or indirectly, shall create or impose any lien on the property of another, or on the rights or title relating thereto, or any interest therein, or in this Agreement. Each Party shall promptly, at its own expense, take such action as may be necessary to duly discharge any lien created by it on the property of another.

8. INSURANCE.

Comcast shall provide the City an updated Certificate of Insurance of its Franchise provided Insurance Coverage which applies to COMCAST's work provided under this Agreement. The City participates in a self-insured, governmental risk pool. An Evidence of Coverage Letter can be provided upon request.

9. MISCELLANEOUS.

A. Compliance with Laws

The Parties shall comply with all applicable federal, state and local laws, rules and regulations in the performance of this Agreement.

B. Nonwaiver of Breach

The failure of a Party to insist upon strict performance of any of the terms and rights contained herein, or to exercise any option herein conferred in one or more instances, shall not be constructed to be a waiver or relinquishment of those terms and rights and they shall remain in full force and effect.

C. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Washington. If any dispute arises between the Parties or between any Party and the Contractor under any of the provisions of this Agreement, resolution of that dispute shall be available only through the jurisdiction, venue, and rules of the King County Superior Court, King County, Washington, unless the Parties mutually agree in writing, otherwise.

D. Attorney's Fees

Each Party is responsible to pay its own legal fees and costs in the event of a dispute.

E. Written Notice

All communications regarding this Agreement shall be sent to the Parties at the addresses listed on the signature page of this Agreement, unless otherwise notified. Any written notice shall become effective upon delivery, but in any event shall become effective three (3) calendar days after the date of mailing by registered or certified mail, or the next day in the case of overnight delivery, and shall be deemed sufficiently given if sent to the addressee at the address stated on this Agreement.

F. Modification

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each of affected Party.

G. Severability

If any one or more sections, subsections, or sentences of this Agreement are held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion of this Agreement and the remainder shall remain in full force and effect.

H. Relationship

It is understood and agreed that no agency, employment, joint venture, co-employer or partnership is created by this Agreement. No Party hereto shall have the power or authority to act for another in any manner to create obligations or debts which would be binding upon the other Party. No Party shall be responsible for any obligation or expense whatsoever of the other Party except as set forth herein.

I. Force Majeure

Parties shall not be deemed to be in breach of this Agreement if unable to perform their respective obligations hereunder as a result of the occurrence of an event that is not within the reasonable control of the Party (each, a "Force Majeure Event"). A Force Majeure Event shall include, but not be limited to, acts of God, acts of the government of the United States or of any state or political subdivision thereof, pandemics, strikes, civil riots or disturbances, fire, floods, explosions, earthquakes, wind, storms, hurricanes, lightning or other similar catastrophes or other causes beyond the Parties' reasonable control. The scope of a Force Majeure Event shall not extend to payment of money owed hereunder.

J. Disclosure and Press Releases

Both Parties agree that, to the extent allowable under Chapter 42.56RCW (Public Records Act), this Agreement is a public record, and shall be disclosed upon request. Neither Party shall, without the prior written consent of the other Party: (a) issue any press release or make any other public announcement regarding this Agreement; or (b) use the name, trademarks, or other proprietary identifying symbol of the other Party or its affiliates. Such consent by COMCAST may be given only by the Executive Vice President of Corporate Communications or his or her designee. Any purported consent by any other person, including any COMCAST sales or customer service representative, is void and of no effect.

K. Assignment

Neither Party shall assign this Agreement or any of its rights or obligations hereunder without

the prior written consent of the other, which consent will not be unreasonably withheld or delayed. Notwithstanding the foregoing, either may assign all or part of this Agreement immediately, without the prior written consent of the other Party: (a) to any entity that controls, is controlled by, or is in common control with a Party; or (b) to any successor in interest to a Party; or (c) if necessary to satisfy the rules, regulations and/or orders of any federal, state or local governmental agency or body.

L. Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one agreement.

M. Entire Agreement

The written provisions and terms of this Agreement, together with any attached Exhibits, supersede all prior verbal statements by any representative of either Party regarding the subject matter hereof, and those statements shall not be construed as forming a part of or altering in any manner this Agreement. This Agreement and any attached Exhibits contain the entire agreement between the Parties related to the Joint Trench. Should any language in any Exhibit to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

N. Notices

Any notice or information required or permitted to be given to the Parties under this Agreement may be sent to the following addresses unless otherwise specified:

City:
City of Maple Valley
Public Works Department
22017 SE Wax Road, Suite 200
Maple Valley, WA 98038
Attn: Tawni Dalziel, Public Works
& Community Development Director
and Laura Philpot, City Manager

COMCAST:
Comcast Cable
410 Valley Ave NW
Puyallup, WA 98371
Attn: Todd Zimny

IN WITNESS WHEREOF, the Parties below have executed this Agreement.

**COMCAST CABLE COMMUNICATIONS
MANAGEMENT, LLC**

CITY OF MAPLEVALLEY

By: _____

By: _____

Print Name: _____

Print Name: Laura Philpot

Title: _____

Title: City Manager

DATE: _____

DATE: _____

ATTEST:

Shaunna Lee-Rice, City Clerk

APPROVED AS TO FORM:

Patricia Taraday, City Attorney

Attachments:

Exhibit A: Estimate of COMCAST's Proportionate Share for Joint Utility Trench Schedule A-2

Exhibit A

Bid Item No.	Spec Section	Description	Engineer's Estimate				Construction Cost Distribution				
			Unit	Quantity	Unit Cost	Price	City of Maple Valley	PSE	Comcast	Wave	Centurylink
B-1	1-04	Minor Change	EST.	1.00	\$ 60,000.00	\$ 60,000.00	\$ 14,088.00	\$ 21,132.00	\$ 16,680.00	\$ 4,800.00	\$ 3,300.00
B-2	1-05	Surveying	LS	1.00	\$ 10,000.00	\$ 10,000.00	\$ 5,870.00		\$ 2,780.00	\$ 800.00	\$ 550.00
B-3	1-05	As-Built Survey and Record Drawings	LS	1.00	\$ 5,000.00	\$ 5,000.00	\$ 2,935.00		\$ 1,390.00	\$ 400.00	\$ 275.00
B-4	1-07	SPCC Plan	LS	1.00	\$ 800.00	\$ 500.00	\$ 293.50		\$ 139.00	\$ 40.00	\$ 27.50
B-5	1-07	COVID 19 Plan	LS	1.00	\$ 10,000.00	\$ 10,000.00	\$ 5,870.00	\$ 3,522.00	\$ 2,780.00	\$ 800.00	\$ 550.00
B-6	1-08	Type B Progress Schedule	LS	1.00	\$ 500.00	\$ 500.00	\$ 117.40		\$ 139.00	\$ 40.00	\$ 27.50
B-7	1-09	Mobilization (\$90,000 minimum unit price)	LS	1.00	\$ 90,000.00	\$ 90,000.00	\$ 21,132.00	\$ 31,698.00	\$ 25,020.00	\$ 7,200.00	\$ 4,950.00
B-8	1-10	Project Temporary Traffic Control (\$45,000 minimum unit price)	LS	1.00	\$ 45,000.00	\$ 45,000.00	\$ 26,415.00		\$ 12,510.00	\$ 3,600.00	\$ 2,475.00
B-9	1-10	Flaggers and Spotters (Unit Price shall be equivalent to Bid Item C-6 Flaggers and Spotters)	HR	1,320.00	\$ 60.00	\$ 79,200.00	\$ 46,490.40		\$ 22,017.60	\$ 6,336.00	\$ 4,356.00
B-10	1-10	Portable Changeable Message Sign (Unit Price shall be equivalent to Bid Item C-7 Portable Changeable Message Board)	EA	2.00	\$ 10,000.00	\$ 20,000.00	\$ 11,740.00		\$ 5,560.00	\$ 1,600.00	\$ 1,100.00
B-11	1-10	Off-Duty Uniformed Police Officer	FA	1.00	\$ 10,000.00	\$ 10,000.00	\$ 5,870.00		\$ 2,780.00	\$ 800.00	\$ 550.00
B-12	2-01	Clearing and Grubbing	AC	0.34	\$ 20,000.00	\$ 6,800.00	\$ 3,991.60		\$ 1,890.40	\$ 544.00	\$ 374.00
B-13	2-01	Roadside Cleanup	Est.	1.00	\$ 10,000.00	\$ 10,000.00	\$ 5,870.00		\$ 2,780.00	\$ 800.00	\$ 550.00
B-14	2-02	Removal of Structures and Obstructions	LS	1.00	\$ 5,000.00	\$ 5,000.00	\$ 2,935.00		\$ 1,390.00	\$ 400.00	\$ 275.00
B-15	2-02	Removal and Relocation of Existing Private Improvements	Est.	1.00	\$ 10,000.00	\$ 10,000.00	\$ 5,870.00		\$ 2,780.00	\$ 800.00	\$ 550.00
B-16	5-04	HMA CL 1/2" PG 64-22	TN	600.00	\$ 110.00	\$ 66,000.00	\$ 38,742.00		\$ 18,348.00	\$ 5,280.00	\$ 3,630.00
B-17	8-01	Temporary Erosion/Siltation Pollution Control and ESC Lead (\$10,000 minimum unit price)	LS	1.00	\$ 10,000.00	\$ 10,000.00	\$ 5,870.00		\$ 2,780.00	\$ 800.00	\$ 550.00
B-18	8-01	Stormwater Pollution Prevention Plan	LS	1.00	\$ 3,000.00	\$ 3,000.00	\$ 1,761.00		\$ 834.00	\$ 240.00	\$ 165.00
B-19	8-01	Inlet Protection	EA	15.00	\$ 50.00	\$ 750.00	\$ 440.25		\$ 208.50	\$ 60.00	\$ 41.25
B-20	8-01	High Visibility Silt Fence	LF	2,300.00	\$ 5.00	\$ 11,500.00	\$ 6,750.50		\$ 3,197.00	\$ 920.00	\$ 632.50
B-21	8-02	Property Restoration	Est.	1.00	\$ 25,000.00	\$ 25,000.00	\$ 14,675.00		\$ 6,950.00	\$ 2,000.00	\$ 1,375.00
B-22	8-02	Topsoil Type B	CY	250.00	\$ 75.00	\$ 18,750.00	\$ 11,006.25		\$ 5,212.50	\$ 1,500.00	\$ 1,031.25
B-23	8-02	Seeding and Mulching	ACRE	0.20	\$ 15,000.00	\$ 3,000.00	\$ 1,761.00		\$ 834.00	\$ 240.00	\$ 165.00
B-24	8-04	Cement Conc. Traffic Curb and Gutter	LF	51.00	\$ 55.00	\$ 2,805.00	\$ 1,646.54		\$ 779.79	\$ 224.40	\$ 154.28
B-25	8-04	Extruded Asphalt Concrete Curbs	LF	237.00	\$ 105.00	\$ 24,885.00	\$ 14,607.50		\$ 6,918.03	\$ 1,990.80	\$ 1,368.58
B-26	8-05	Pathing	EA	26.00	\$ 400.00	\$ 10,400.00	\$ 6,104.80		\$ 2,891.20	\$ 832.00	\$ 572.00
B-27	8-14	ADA Detectable Warning Surface	EA	2.00	\$ 400.00	\$ 800.00	\$ 469.60		\$ 222.40	\$ 64.00	\$ 44.00
B-28	8-14	Cement Conc. Curb Ramp Type Parallel A	EA	1.00	\$ 2,800.00	\$ 2,800.00	\$ 1,643.60		\$ 778.40	\$ 224.00	\$ 154.00
B-29	8-14	Cement Conc. Sidewalk	SY	13.00	\$ 110.00	\$ 1,430.00	\$ 839.41		\$ 397.54	\$ 114.40	\$ 78.65
B-30	8-23	Temporary Pavement Marking, Long Duration	LF	2,000.00	\$ 0.70	\$ 1,400.00	\$ 821.80		\$ 389.20	\$ 112.00	\$ 77.00
B-31	8-30	Field Office Building (\$6000 minimum bid)	LS	1.00	\$ 6,000.00	\$ 6,000.00	\$ 3,522.00		\$ 1,668.00	\$ 480.00	\$ 330.00
B-32	8-31	Franchise Utility Coordination	LS	1.00	\$ 7,500.00	\$ 7,500.00	\$ 1,761.00	\$ 2,641.50	\$ 2,085.00	\$ 600.00	\$ 412.50
B-33	8-31	Franchise Utility Excavation incl. Haul, Sand Bedding, and CSTC Backfill	CY	2,321.00	\$ 65.00	\$ 150,865.00	\$ 88,557.76		\$ 41,940.47	\$ 12,069.20	\$ 8,297.58
B-34	8-31	Shoring or Extra Excavation, Class B for Utility	LS	1.00	\$ 15,000.00	\$ 15,000.00	\$ 8,805.00		\$ 4,170.00	\$ 1,200.00	\$ 825.00
B-35	8-31	Install Utility Conduit, PSE, 2 In. Diam.	LF	654.00	\$ 3.00	\$ 1,962.00	\$ 784.80	\$ 1,177.20			
B-36	8-31	Install Utility Conduit, PSE, 3 In. Diam.	LF	333.00	\$ 6.00	\$ 1,998.00	\$ 799.20	\$ 1,198.80			
B-37	8-31	Install Utility Conduit, PSE, 4 In. Diam.	LF	5,521.00	\$ 7.00	\$ 38,647.00	\$ 15,458.80	\$ 23,188.20			
B-38	8-31	Install Utility Conduit, PSE, 6 In. Diam.	LF	5,020.00	\$ 8.00	\$ 40,160.00	\$ 16,064.00	\$ 24,096.00			
B-39	8-31	Install Utility Conduit, Century Link, 2 In. Diam.	LF	142.00	\$ 3.00	\$ 426.00					\$ 426.00
B-40	8-31	Install Utility Conduit, Century Link, 4 In. Diam.	LF	1,195.00	\$ 7.00	\$ 8,365.00					\$ 8,365.00
B-41	8-31	Furnish and Install City of Maple Valley Conduit, 3 In. Diam.	LF	1,909.00	\$ 15.00	\$ 28,635.00	\$ 28,635.00				
B-42	8-31	Install Utility Conduit, Comcast, 2 In. Diam.	LF	67.00	\$ 3.00	\$ 201.00			\$ 201.00		
B-43	8-31	Install Utility Conduit, Comcast, 4 In. Diam.	LF	6,648.00	\$ 7.00	\$ 46,536.00			\$ 46,536.00		
B-44	8-31	Furnish and Install Utility Conduit, Wave Broadband, 4 In. Diam.	LF	1,925.00	\$ 10.00	\$ 19,250.00				\$ 19,250.00	
B-45	8-31	Install Utility Conduit, IntoLight, 2 In. Diam.	LF	143.00	\$ 3.00	\$ 429.00	\$ 429.00				
B-46	8-31	Install Utility Conduit, IntoLight, 3 In. Diam.	LF	2,514.00	\$ 6.00	\$ 15,084.00	\$ 15,084.00				
B-47	8-31	Install PSE Structure	EA	13.00	\$ 2,500.00	\$ 32,500.00	\$ 13,000.00	\$ 19,500.00			
B-48	8-31	Install Comcast Structure	EA	9.00	\$ 2,000.00	\$ 18,000.00		\$ 18,000.00			
B-49	8-31	Install Century Link Structure	EA	2.00	\$ 1,500.00	\$ 3,000.00				\$ 3,000.00	
B-50	8-31	Furnish and Install Wave Broadband Structure	EA	2.00	\$ 2,000.00	\$ 4,000.00				\$ 4,000.00	
B-51	8-31	Furnish and Install Maple Valley Type 1 Junction Box	EA	4.00	\$ 1,000.00	\$ 4,000.00	\$ 4,000.00				
			Schedule B Sub-Total		\$ 987,078.00	\$ 467,527.70	\$ 128,153.70	\$ 265,977.03	\$ 81,160.80	\$ 51,604.68	
			Sales Tax (8.6%)		\$ 84,886.71	\$ 39,863.38	\$ 11,021.22	\$ 22,874.02	\$ 6,979.83	\$ 4,438.00	
			Total		\$ 1,071,964.71						
Design of Joint Utility Trench			LS	1	\$ 151,823.40	\$ 151,823.40	\$ 89,120.34	\$ 42,206.91	\$ 12,145.87	\$ 8,350.29	
Easement Acquisition			LS	1	\$ 23,406.55	\$ 23,406.55	\$ 6,843.97	\$ 4,172.21	\$ 6,479.45	\$ 4,701.96	
Construction Management			LS	1	\$ 166,637.80	\$ 166,637.80	\$ 41,659.45	\$ 41,659.45	\$ 41,659.45	\$ 41,659.45	
Total					\$ 1,413,834.46	\$ 641,014.83	\$ 143,347.13	\$ 379,196.86	\$ 146,647.91	\$ 107,261.37	

Design
\$ 151,823.40 P&S Estimated Design Cost for Schedule B
Each utility portion was found by taking the length of conduit installed by one utility and dividing by the total length of all conduit installed by the utilities.

Conduit Length
PSE = 14,185 LF
Centurylink = 1,337 LF
Comcast = 6,715 LF
Wave = 1,925 LF
Total = 24,162

Proportion
PSE = 0.587078884
Centurylink = 0.055348823
Comcast = 0.277915735
Wave = 0.079670557

Construction Management
\$ 166,637.80 KBA Contract total \$292,300. The cost of the schedule B work (\$1,099,201.42) is divided by the cost of the overall project (\$1,530,353.41) to find the proportion of Construction Management for this schedule. The cost is split evenly between the utilities.

Bid items B1 - B35 were split between the four utility groups based on their proportion of conduit. Combining this work into one JUT project reduces the overall cost of schedule B bid items.

Easement Parcel	Estimated Total Cost	Involved Utilities
144270trct-S	2557.88	Comcast, Wave, Centurylink, PSE
144270trct-N	2693.65	Comcast, PSE
2122069133	664.35	Comcast, Centurylink, PSE
2122069012	1740.19	Comcast, Wave, Centurylink, Maple Valley, PSE
2122069020	418.42	Comcast, PSE
2122069065	14857.82	Comcast, Wave, Maple Valley, PSE
9406580160	474.24	PSE
Comcast	Wave	Centurylink
6479.448	4701.963	1208.958
		4062.493
		6953.688
		Adjusted split cost total
		6843.968
		4172.2128

The estimated purchase price of each easement is shown along with the utilities involved in each easement area. The cost to each utility is the estimated price of each easement split evenly between the utilities involved in that easement area.

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**JOINT UTILITY TRENCH
AGREEMENT
WITTE ROAD SE – PHASE 2 ROAD IMPROVEMENTS**

**Schedule A2– Witte Rd. from SE 249th Place to SE 256th
Street**

THIS AGREEMENT is entered into between the CITY OF MAPLE VALLEY, a Washington municipal corporation (“CITY”), and Qwest Corporation d/b/a CenturyLink QC. , a Colorado corporation (“CENTURYLINK”). This Agreement (“Agreement”) may refer to CENTURYLINK or to CITY as a Party (“Party”) or to Parties (“Parties”), collectively.

RECITALS

WHEREAS, the CITY is making right-of-way improvements to Witte Road SE; and

WHEREAS, these right-of-way improvements require CENTURYLINK to relocate portions of its telecommunications system; and

WHEREAS, relocation requires removal of poles owned by CenturyLink and relocation of the wires from those poles underground and into a trench located within the right-of-way, and the Parties recognize the efficiencies of entering into an agreement whereby a joint trench will serve the Parties as well as other utility providers who will also be relocating facilities;

NOW THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, or attached and incorporated and made a part hereof, it is mutually agreed by the Parties as follows:

AGREEMENT

1. PURPOSE; PROJECT DESCRIPTION

The CITY is constructing road improvement projects known as Projects T-28b, along Witte Road. The CITY will send out for bid and enter into a contract for the construction of Projects T-28b, which shall include construction of a joint utility trench. This trench will be constructed within the scope of each Schedule, attached and incorporated herein as Schedule A-2 (“Project”). The Project limits of Schedule A-2 are from SE 249th Place extending south to SE 256th Street along Witte Road. The improvements are generally described as bicycle lanes, striped medians, turn pockets, sidewalk, retaining walls, HMA (asphalt) paving, street lights, underground utilities and landscaping.

The limits of the utility undergrounding will extend in Witte Road SE from south of SE 249th Place to approximately SE 256th Street.

2. CITY’S BID AWARD

The CITY shall allow CENTURYLINK to review the bid award for the construction of the joint trench and the placement of CENTURYLINK'S conduits and vaults in the joint trench. CENTURYLINK shall have ten (10) business days from notice of the award to notify the CITY in writing that 1) it intends to move forward pursuant to this Agreement and the CITY'S bid award; 2) it has changes subject to Section 6, below; or 3) it terminates this Agreement without further liability. In the case of termination, CENTURYLINK shall be required to utilize a contractor of its choice to complete the work required for movement of its telecommunications facilities at its sole cost. CENTURYLINK'S decision to utilize its own contractor shall not result in any delay by CENTURYLINK to relocate its facilities within sixty (60) days after the CITY'S contractor has completed the joint utility trench and the CITY has issued CENTURYLINK any necessary permits. Failure by CENTURYLINK to relocate its facilities within the above-specified timeframe, and excepting circumstances beyond its reasonable control shall result in the CITY affecting such removal or relocation, and the expense thereof shall be paid by CENTURYLINK, including all costs and expenses incurred by the CITY due to CENTURYLINK'S delay.

3. TERM AND TERMINATION.

This Agreement shall commence on the date of the signed agreement ("Effective Date"), and shall continue for a period of 24 (twenty four) months, to terminate on the last day of the twenty-fourth month unless earlier terminated pursuant to the terms herein.

CENTURYLINK'S new facilities must be located in the public right-of-way and construction of these facilities can in no way delay the CITY'S contractor. Time is of the essence for the CITY'S Project and delays are likely to become the cause of a claim for delay damages.

In the event that either Party defaults in the performance of its obligations herein, the parties will follow MVMC 5.30.270.

4. RESPONSIBILITIES OF THE PARTIES.

A. CENTURYLINK

1) For purposes of the CITY completing its bid materials, CENTURYLINK shall provide to the CITY the following: engineering drawings, specifications, construction standards, and quantities in accordance with acceptable industry standards and the CITY'S municipal code. The drawings shall show in detail the quantity and size of the required conduits, trench, and vaults.

2) This paragraph shall apply if, subject to Section 2, herein, CENTURYLINK opts to move forward pursuant to this Agreement. CENTURYLINK will deliver all of the conduit and vault materials necessary for the supporting structure to the Project site, and provide inspection services needed for overseeing the proper installation of the materials. CENTURYLINK'S inspector will have no authority to direct the CITY'S contractor. Any direction or requests regarding the installation of the materials from CENTURYLINK'S inspector to the CITY'S contractor shall only be coordinated and conveyed through the CITY or the CITY'S authorized agent. CENTURYLINK will arrange with the CITY'S contractor for any required material storage and/or security until the conduit and vault materials are installed.

- 3) This paragraph shall apply if, subject to Section 2, herein, CENTURYLINK opts to move forward pursuant to this Agreement. Once vault and conduit installation is completed, CENTURY LINK will provide and install all wires, conductors and any other equipment needed to complete the CENTURYLINK portion of the system relocation. CENTURYLINK will complete, activate its relocated system, and abandon its aerial facilities, and remove any utility poles under its ownership within the project boundaries within thirty five (35) calendar days of Puget Sound Energy's (PSE) notification of activating CENTURYLINK's power supplies within the project area. This deadline shall be extended to the extent of any delays caused by PSE, CITY, CITY's contractor or their subcontractors. Failure by CENTURYLINK to active its relocated system within the time frame specified herein shall constitute material breach of this Agreement.
- 4) This paragraph shall apply if, subject to Section 2, herein, CENTURYLINK opts to move forward pursuant to this Agreement. CENTURYLINK will be responsible for providing all traffic control associated with the pulling of telecommunications and associated equipment, and the removal of CENTURYLINK's existing facilities. Traffic control permits needed for pulling telecommunications and other associated equipment will be obtained from the CITY of Maple Valley pursuant to the CITY's municipal code requirements. At the CITY's sole discretion, CENTURYLINK may use the traffic control set up by the CITY's Contractor.
- 5) This paragraph shall apply if, subject to Section 2, herein, CENTURYLINK opts to move forward pursuant to this Agreement. CENTURYLINK will notify the CITY in writing when CENTURYLINK's installation is complete and the system has been activated.
- 6) This paragraph shall apply if, subject to Section 2, herein, CENTURYLINK opts to move forward pursuant to this Agreement. CENTURYLINK will perform cut-over and transfer of existing CENTURYLINK customers and will notify the CITY in writing when this has occurred.
- 7) This paragraph shall apply if, subject to Section 2, herein, CENTURYLINK opts to move forward pursuant to this Agreement. CENTURYLINK shall maintain continued coordination with the CITY's contractor and with the City regarding the installation of CENTURYLINK'S facilities. This coordination shall include but not be limited to the following:
- a. CENTURYLINK will attend the pre-construction meeting.
 - b. The CITY will provide CENTURYLINK a copy of the proposed work schedule showing the date(s), location, and extent of work to be performed by the CITY's contractor. This schedule will be subject to change at any time.
 - c. CENTURYLINK will attend weekly CITY construction meetings.
 - d. CENTURYLINK will be given a ten (10) day notice that the CITY's contractor is beginning construction.
- 8) This paragraph shall apply if, subject to Section 2, herein, CENTURYLINK opts to move forward pursuant to this Agreement. CENTURYLINK shall assume responsibility for any of its Project work that occurs outside CITY right of way on private property and shall further assume all liability for any damages caused by its work on private property. To the extent CENTURYLINK requires permission from a third party to enter private property to perform work necessary under this Agreement, CENTURYLINK is solely responsible for obtaining the necessary consent. CENTURYLINK shall defend, indemnify and hold the CITY and its

officers, officials, employees and agents harmless from any and all claims, injuries, suits, damages or losses including costs and attorney fees brought against CENTURYLINK by a third party for work performed by CENTURYLINK to the extent such claims, injuries, suits, damages or losses arise from CENTURYLINK'S work on any private property. The provisions of this Section shall survive termination of this Agreement.

9) In 2021, the CITY plans to complete the road widening work which will include the installation of bicycle lanes, striped medians, turn pockets, sidewalk, retaining walls, HMA (asphalt) paving, streetlights, landscaping, the installation of a 16-ft wide concrete box culvert for fish passage under Witte Road just south of SE 249th Place, and the completion of the undergrounding of utilities. As such, a short section of the joint use utility trench in the vicinity of the box culvert will not be constructed in 2020. The fish passage project will require CENTURYLINK to relocate underground and remove overhead connections and complete their installation and activation for the remaining portion of the joint utility trench. CENTURYLINK's utility work required for the fish box culvert project will be completed following the same provisions of this contract for Witte Road SE Phase 2, including CenturyLink's option not to relocate pursuant to the joint trench as set forth in this Agreement. Should CenturyLink opt to relocate pursuant to the joint trench, a separate, cost allocation will be provided to CENTURYLINK with construction bids for this project in 2021.

B. CITY

1) The CITY will prepare drawings and specifications for excavation of the joint utility trench and the installation of the vaults and conduits required for the undergrounding of CENTURYLINK's system. The CITY will advertise for bids, evaluate bids, award the contract and monitor the contractor's activities. CENTURYLINK shall have the opportunity to utilize its own contractor, pursuant to Section 2, herein. The CITY may utilize a third party for purposes of construction management for its Project.

2) Subject to CENTURYLINK'S right to hire its own contractor pursuant to Section 2 and to terminate this Agreement, herein, the CITY, acting through its contractor, as shown on and specified in the Project drawings and specifications will provide all necessary excavation, bedding, backfill, off-site disposal, and site restoration for the joint trench project; will install all vaults and conduits provided by CENTURYLINK; and will coordinate with the other utility providers that are participating in the joint trench project.

3) The CITY, acting through its contractor, will provide all flagging and traffic control for the trench excavation and backfilling activity.

4) The CITY will attend weekly construction meetings with the CITY's contractor, CENTURYLINK, and other utility providers involved in the joint trenching.

5) The CITY will document quantities as its contractor proceeds with excavation, installation and backfill and provide a final invoice at the end of the project to CENTURYLINK for work undertaken in connection with this Agreement.

5. COST ALLOCATION.

Exhibit A, attached to this AGREEMENT, is a bid award estimate of CENTURYLINK's proportionate share of the joint trench costs including procurement and the installation costs of vaults and conduit for CENTURYLINK's system. The costs shown on Exhibit A, attached hereto and incorporated by reference herein are an estimate only. The final breakdown of costs will be based on the actual, accepted bid for work to be performed by the CITY's contractor. Subject to Section 2, herein, if CENTURYLINK opts to move forward pursuant to such bid and this Agreement, the CITY will invoice to CENTURYLINK documented, itemized costs for work completed for CENTURYLINK's system by the CITY's contractor in an amount not to exceed the bid price attributable to CENTURYLINK, unless such increases are approved in advance and in a writing signed by CENTURYLINK.

A. Trench Costs

Should CENTURYLINK participate in the joint trench construction, CENTURYLINK agrees to pay the CITY a portion of the trench costs, including trench, bedding, backfill, and pavement restoration commensurate with its proportionate share of trench usage as shown in Exhibit A. Trench costs will be finalized after completion of construction to account for actual construction costs.

B. Additional Expenses

Subject to Section 2, herein, if CENTURYLINK opts to move forward pursuant to such bid and this Agreement, CENTURYLINK agrees to pay the cost of any additional expenses incurred due to CENTURYLINK'S approved change requests. Such change requests may include, but are not limited to: any over- excavation required, unforeseen conditions attributable to the relocation of CENTURYLINK's facilities, any additional trench width or depth attributable to errors in CENTURYLINK's design, and conflicts not accounted for in CENTURYLINK's design. Any changes to CENTURYLINK's portion of work perceived as necessary by the contractor must be approved by CENTURYLINK in advance, with CENTURYLINK having a reasonable amount of time to review the changes prior to providing comments. CENTURYLINK will not be responsible for any share of additional expenses incurred solely due to approved change requests from other joint trench users and/or the CITY.

C. Design Expenses

To incorporate CENTURYLINK undergrounding and overhead utility removal into CITY road improvement plans, CENTURYLINK shall reimburse the CITY for the CITY'S cost for design and utility coordination based on the proportionate number of joint utility trench sheets in the bid plan set and divided evenly amongst all other participants in the joint use trench.

D. Construction Management

To manage the construction of CENTURYLINK undergrounding and overhead utility removal, CENTURYLINK shall reimburse the CITY for the CITY'S cost for construction management based on the proportionate number of joint utility trench sheets in the bid plan set and divided evenly amongst all other participants in the joint use trench.

C. Claims by Contractor

Subject to Section 2, herein, if CENTURYLINK opts to move forward pursuant to such bid and this Agreement, CENTURYLINK agrees to pay the CITY CENTURYLINK's proportionate share of any claims made by the CITY that are determined to be proximately caused by CENTURYLINK, including but not limited to: claims for delay damages caused by

CENTURYLINK'S installation of their facilities, or failure to install their facilities, or failure of CENTURYLINK'S performance under this Agreement. Claims are not valid unless written notice has been given to CENTURYLINK by the CITY and CENTURY LINK has failed to resolve the matter. The determination of proximate cause will be pursuant to the Governing Law provision herein (Paragraph 9.C.).

D. Invoice

1) Subject to Section 2, herein, if CENTURYLINK opts to move forward pursuant to such bid and this Agreement, and to the limitations on cost set forth in Section 5, CENTURYLINK agrees to pay the CITY within forty-five (45) days of receiving an invoice by the CITY. The CITY's invoice will be supported by relevant documentation for work completed including any approved changes to the work.

2) Defective or Unauthorized Work. This paragraph shall apply if, subject to Section 2, herein, CENTURYLINK opts to move forward pursuant to this Agreement. CENTURYLINK must provide written notification to the CITY immediately of any defective or unauthorized work performed by the CITY's contractor in order that such work can be rectified while it is in progress. CENTURYLINK reserves the right to withhold payment from the CITY for any defective or unauthorized work performed by the CITY's contractor. CENTURYLINK agrees to meet with an authorized City representative to attempt to resolve any amount in dispute, within fifteen (15) days of receiving an invoice from the City.

Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Agreement, and extra work and materials furnished without CENTURYLINK's approval. If it is necessary for CENTURYLINK to satisfactorily complete any portion of the work due to CENTURYLINK'S assertion that the CITY'S contractor's work is defective or unauthorized, CENTURY LINK may complete the work using its own contractor with the understanding that CENTURYLINK must coordinate with the CITY'S contractor and the CITY on the work to be performed and must not interfere with or cause delay to the Project.

In the event that CENTURYLINK must complete work, CENTURYLINK shall send supporting documentation to the CITY that notification was provided to the CITY while the defective or unauthorized work was in progress, that the CITY failed to act upon this notification, and showing its costs for completing the work. The costs incurred by CENTURY LINK shall be an offset against an invoice to CENTURYLINK from the CITY. In the event that CENTURYLINK's costs to complete the work exceed the amount of an invoice to CENTURYLINK from the CITY, the CITY shall assist CENTURYLINK in its efforts to recover the excess money from the contractor, by cooperating in any suit or arbitration initiated by CENTURYLINK against the CITY's contractor to recover money expended by CENTURYLINK to satisfactorily complete work of the CITY's contractor.

6. CHANGES.

This paragraph shall apply if, subject to Section 2, herein, CENTURYLINK opts to move forward pursuant to this Agreement. After the CITY executes a contract with its contractor, CENTURYLINK shall submit any changes requested to be performed by the CITY's contractor to the CITY. The CITY shall submit this to the contractor, obtain a price from the contractor to perform the work, and notify CENTURYLINK of this price. Prices supplied by the contractor

for CENTURYLINK change orders shall be in conformance with the 25% limit in subsection 1-04.6 of the *WSDOT 2014 Standard Specifications for Road, Bridge, and Municipal Construction*. CENTURYLINK shall have three (3) business days from receiving the price from the CITY within which to respond. Any change must be evidenced by a written change order signed by authorized representatives of both Parties. If CENTURYLINK chooses not to accept the contractor's price then this work shall only be performed by CENTURYLINK according to a mutually agreed upon schedule with the contractor so as not to cause delay.

7. INDEMNIFICATION AND LIABILITY;

LIENS. A. Indemnification

Each Party shall defend, indemnify and hold the other Party, its officers, officials, employees and agents harmless from any and all claims, injuries, damages, losses or suits including all legal costs and attorney fees, to the extent they arise from or in connection with: (a) fault, willful misconduct, or negligence of the indemnifying Party, its officers, employees, agents, subcontractors and/or representatives; (b) any product liability claims relating to any material supplied by the indemnifying Party under this Agreement; (c) failure of the indemnifying Party, its officers, employees, agents, subcontractors and/or representatives to comply with any term of this Agreement, or any applicable local, state, or federal law; (d) claims under workers' compensation or similar employee benefit acts by the indemnifying Party or its employees, agents, subcontractors, or subcontractors' employees or agents.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Parties, its officials, employees and agents, a Party's liability hereunder shall be only to the extent of the Party's negligence. The provisions of this section shall survive the expiration or termination of this Agreement.

B. Limitations on Liability

Except as expressly provided herein, neither Party shall be liable to the other for any punitive, incidental, indirect, special or consequential damages of any kind, including but not limited to any loss of use, loss of business or loss of profit; provided, however, there shall be no limitation on a Party's liability to the other for indemnification obligations and any fines or penalties imposed on the other Party by any court of competent jurisdiction or federal, state or local administrative agency resulting from the failure of the Party to comply with any term or condition of this Agreement or any valid and applicable law, rule or regulation.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Parties, its officials, employees and agents, a Party's liability hereunder shall be only to the extent of the Party's negligence. The provisions of this section shall survive the expiration or termination of this Agreement.

C. Liens

No Party, directly or indirectly, shall create or impose any lien on the property of another, or on the rights or title relating thereto, or any interest therein, or in this Agreement. Each Party shall

promptly, at its own expense, take such action as may be necessary to duly discharge any lien created by it on the property of another.

8. INSURANCE.

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

B. No Limitation. CENTURYLINK'S maintenance of insurance as required by the agreement shall not be construed to limit the liability of CENTURYLINK to the coverage provided by such insurance, or otherwise limit the CITY'S recourse to any remedy available at law or in equity.

Minimum Scope of Insurance:

C. CENTURYLINK shall obtain insurance of the types described below:

1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. 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 shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The CITY shall be named as an additional insured under the CENTURYLINK'S Commercial General Liability insurance policy with respect to the work performed for the CITY.

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

Minimum Amounts of Insurance:

D. CENTURY LINK shall maintain the following insurance limits:

1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

E. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, and Commercial General Liability insurance:

1) CENTURYLINK'S insurance coverage shall be primary insurance as respect the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of CENTURYLINK'S insurance and shall not contribute with it.

2) CENTURYLINK'S insurance shall not be cancelled by either party, except after thirty (30) days prior written notice has been given to the CITY.

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

G. Verification of Coverage. CENTURYLINK shall furnish the CITY with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of CENTURYLINK before commencement of the work.

H. Sub-Service Providers. CENTURYLINK shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for CENTURYLINK.

I. Insurance for other losses. CENTURYLINK shall assume all property loss or damage from any cause whatsoever to any CENTURYLINK tools, CENTURYLINK'S employee-owned tools, machinery, equipment, any motor vehicles owned or rented by CENTURYLINK including any temporary structures, scaffolding and protective fences used in performance of work under this Agreement. CENTURYLINK shall require its agents and subcontractors to assume the same property loss or damage as required under this paragraph for CENTURYLINK.

9. MISCELLANEOUS.

A. Compliance with Laws

The Parties shall comply with all applicable federal, state and local laws, rules and regulations in the performance of this Agreement.

B. Nonwaiver of Breach

The failure of a Party to insist upon strict performance of any of the terms and rights contained herein, or to exercise any option herein conferred in one or more instances, shall not be constructed to be a waiver or relinquishment of those terms and rights and they shall remain in full force and effect.

C. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Washington. If any dispute arises between the Parties or between any Party and the Contractor under any of the provisions of this Agreement, resolution of that dispute shall be available only through the state or federal courts located in King County, Washington, unless the Parties mutually agree in writing, otherwise.

D. Attorney's Fees

If any action or suit arises in connection with this Agreement, the prevailing or substantially prevailing party (either the City or Grantee, as the case may be) shall be entitled to recover all of its reasonable attorneys' fees, costs and expenses in connection therewith, in addition to such other relief as the court may deem proper.

E. Written Notice

All communications regarding this Agreement shall be sent to the Parties at the addresses listed on the signature page of this Agreement, unless otherwise notified. Any written notice shall become effective upon delivery, but in any event shall become effective three (3) calendar days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated on this Agreement.

F. Modification

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each of affected Party.

G. Severability

If any one or more sections, subsections, or sentences of this Agreement are held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion of this Agreement and the remainder shall remain in full force and effect.

H. Relationship

It is understood and agreed that no agency, employment, joint venture, co-employer or partnership is created by this Agreement. No Party hereto shall have the power or authority to act for another in any manner to create obligations or debts which would be binding upon another, and be responsible for any obligation or expense whatsoever of another.

I. Force Majeure

Parties shall not be deemed to be in breach of this Agreement if unable to perform their respective obligations hereunder as a result of the occurrence of an event of "force majeure," which shall include, but not be limited to, acts of God, acts of the government of the United States or of any state or political subdivision thereof, strikes, civil riots or disturbances, fire, floods, explosions, earthquakes, wind, storms, hurricanes, lightning or other similar catastrophes or other causes beyond the Parties' reasonable control.

J. Disclosure and Press Releases

Both Parties agree that, to the extent allowable under Chapter 42.56RCW (Public Records Act), this Agreement is a public record, and shall be disclosed upon request. Neither Party shall, without the prior written consent of the other Party: (a) issue any press release or make any other public announcement regarding this Agreement; or (b) use the name, trademarks, or other proprietary identifying symbol of the other Party or its affiliates. Such consent by CENTURYLINK may be given only by the Executive Vice President of Corporate Communications or his or her designee. Any purported consent by any other person, including any CENTURYLINK sales or customer service representative, is void and of no effect.

K. Assignment

Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other, which consent will not be unreasonably withheld or delayed. Notwithstanding the foregoing, either may assign all or part of this Agreement immediately, without the prior written consent of the other Party: (a) to any entity that controls, is controlled by, or is in common control with a Party; or (b) to any successor in interest to a Party; or (c) if necessary to satisfy the rules, regulations and/or orders of any federal, state or

local governmental agency or body.

L. Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one agreement.

M. Entire Agreement

The written provisions and terms of this Agreement, together with any attached Exhibits, supersede all prior verbal statements by any representative of the CITY and/or CENTURYLINK, and those statements shall not be construed as forming a part of or altering in any manner this Agreement. This Agreement and any attached Exhibits contain the entire Agreement between the Parties. Should any language in any Exhibit to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

N. Notices

Any notice or information required or permitted to be given to the parties under this Agreement may be sent to the following addresses unless otherwise specified:

City:

City of Maple Valley
Public Works Department
22017 SE Wax Road, Suite 200
Maple Valley, WA 98038
Attn: Tawni Dalziel, Public Works
& Community Development Director
and Laura Philpot, City Manager

Grantee:

CenturyTel Services Group LLC
100 CenturyLink Drive,
Monroe, LA 71203

Notice shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the United States Mail in the case of regular mail, or the next day in the case of overnight delivery.

IN WITNESS WHEREOF, the Parties below have executed this Agreement.

QWEST CORPORATION D/B/A
CENTURYLINK QC

Leslie Ferguson

Print Name:

Leslie Ferguson

Title: LNI Manager

DATE: 6/23/2020

CITY OF MAPLEVALLEY

Print Name: Laura Philpot

Title: City Manager

DATE: _____

ATTEST:

Shaunna Lee-Rice, City Clerk

APPROVED AS TO FORM:

Patricia Taraday, City Attorney

Attachments:

Exhibit A: Estimate of CENTURY LINK's Proportionate Share for Joint Utility Trench
Schedule A-2

Exhibit A

Bid Item No.	Spec Section	Description	Pivetta Bid				Construction Cost Distribution				
			Unit	Quantity	Unit Cost	Price	City of Maple Valley	PSE	Comcast	Wave	Centurylink
B-1	1-04	Minor Change	EST.	1.00	\$ 60,000.00	\$ 60,000.00	\$ 14,088.00	\$ 21,132.00	\$ 16,680.00	\$ 4,800.00	\$ 3,300.00
B-2	1-05	Surveying	LS	1.00	\$ 4,900.00	\$ 4,900.00	\$ 2,876.30		\$ 1,362.20	\$ 392.00	\$ 269.50
B-3	1-05	As-Built Survey and Record Drawings	LS	1.00	\$ 985.00	\$ 985.00	\$ 578.20		\$ 273.83	\$ 78.80	\$ 54.18
B-4	1-07	SPCC Plan	LS	1.00	\$ 500.00	\$ 500.00	\$ 293.50		\$ 139.00	\$ 40.00	\$ 27.50
B-5	1-07	COVID 19 Plan	LS	1.00	\$ 500.00	\$ 500.00	\$ 293.50	\$ 176.10	\$ 139.00	\$ 40.00	\$ 27.50
B-6	1-08	Type B Progress Schedule	LS	1.00	\$ 500.00	\$ 500.00	\$ 117.40		\$ 139.00	\$ 40.00	\$ 27.50
B-7	1-09	Mobilization (\$90,000 minimum unit price)	LS	1.00	\$ 95,000.00	\$ 95,000.00	\$ 22,306.00	\$ 33,459.00	\$ 26,410.00	\$ 7,600.00	\$ 5,225.00
B-8	1-10	Project Temporary Traffic Control (\$45,000 minimum unit price)	LS	1.00	\$ 45,000.00	\$ 45,000.00	\$ 26,415.00		\$ 12,510.00	\$ 3,600.00	\$ 2,475.00
B-9	1-10	Flaggers and Spotters (Unit Price shall be equivalent to Bid Item C-6 Flaggers and Spotters)	HR	1,320.00	\$ 55.00	\$ 72,600.00	\$ 42,616.20		\$ 20,182.80	\$ 5,808.00	\$ 3,993.00
B-10	1-10	Portable Changeable Message Sign (Unit Price shall be equivalent to Bid Item C-7 Portable Changeable Message Board)	EA	2.00	\$ 1,512.00	\$ 3,024.00		\$ 1,775.09	\$ 840.67	\$ 241.92	\$ 166.32
B-11	1-10	Off-Duty Uniformed Police Officer	FA	1.00	\$ 8,000.00	\$ 8,000.00	\$ 4,696.00		\$ 2,224.00	\$ 640.00	\$ 440.00
B-12	2-02	Removal and Relocation of Existing Private Improvements	Est.	1.00	\$ 5,000.00						
B-13	2-01	Clearing and Grubbing	AC	0.34	\$ 54,000.00	\$ 18,360.00	\$ 10,777.32		\$ 5,104.08	\$ 1,468.80	\$ 1,009.80
B-14	2-01	Roadside Cleanup	Est.	1.00	\$ 5,000.00	\$ 5,000.00	\$ 2,935.00		\$ 1,390.00	\$ 400.00	\$ 275.00
B-15	2-02	Removal of Structures and Obstructions	LS	1.00	\$ 26,350.00	\$ 26,350.00	\$ 15,467.45		\$ 7,325.30	\$ 2,108.00	\$ 1,449.25
B-16	2-02	Removal and Relocation of Existing Private Improvements	Est.	1.00	\$ 10,000.00	\$ 10,000.00	\$ 5,870.00		\$ 2,780.00	\$ 800.00	\$ 550.00
B-17	5-04	HMA Cl. 1/2" PG 64-22	TN	600.00	\$ 134.45	\$ 80,670.00	\$ 47,353.29		\$ 22,426.26	\$ 6,453.60	\$ 4,436.85
B-18	8-01	Temporary Erosion/Water Pollution Control and ESC Lead (\$10,000 minimum unit price)	LS	1.00	\$ 10,000.00	\$ 10,000.00	\$ 5,870.00		\$ 2,780.00	\$ 800.00	\$ 550.00
B-19	8-01	Stormwater Pollution Prevention Plan	LS	1.00	\$ 500.00	\$ 500.00	\$ 293.50		\$ 139.00	\$ 40.00	\$ 27.50
B-20	8-01	Inlet Protection	EA	15.00	\$ 62.00	\$ 930.00	\$ 545.91		\$ 258.54	\$ 74.40	\$ 51.15
B-21	8-01	High Visibility Silt Fence	LF	2,300.00	\$ 5.00	\$ 11,500.00	\$ 6,750.50		\$ 3,197.00	\$ 920.00	\$ 632.50
B-22	8-02	Property Restoration	Est.	1.00	\$ 25,000.00	\$ 25,000.00	\$ 14,675.00		\$ 6,950.00	\$ 2,000.00	\$ 1,375.00
B-23	8-02	Topsoil Type B	CY	250.00	\$ 64.80	\$ 16,200.00	\$ 9,509.40		\$ 4,503.60	\$ 1,296.00	\$ 891.00
B-24	8-02	Seeding and Mulching	ACRE	0.20	\$ 2,160.00	\$ 432.00	\$ 253.58		\$ 120.10	\$ 34.56	\$ 23.76
B-25	8-04	Cement Conc. Traffic Curb and Gutter	LF	51.00	\$ 54.26	\$ 2,767.26	\$ 1,624.38		\$ 769.30	\$ 221.38	\$ 152.20
B-26	8-04	Extruded Asphalt Concrete Curbs	LF	237.00	\$ 14.04	\$ 3,327.48	\$ 1,953.23		\$ 925.04	\$ 266.20	\$ 183.01
B-27	8-05	Potholing	EA	26.00	\$ 700.00	\$ 18,200.00	\$ 10,683.40		\$ 5,059.60	\$ 1,456.00	\$ 1,001.00
B-28	8-14	ADA Detectable Warning Surface	EA	2.00	\$ 567.00	\$ 1,134.00	\$ 665.66		\$ 315.25	\$ 90.72	\$ 62.37
B-29	8-14	Cement Conc. Curb Ramp Type Parallel A	EA	1.00	\$ 2,205.71	\$ 2,205.71	\$ 1,294.75		\$ 613.19	\$ 176.46	\$ 121.31
B-30	8-14	Cement Conc. Sidewalk	SY	13.00	\$ 120.00	\$ 1,560.00	\$ 915.72		\$ 433.68	\$ 124.80	\$ 85.80
B-31	8-23	Temporary Pavement Marking, Long Duration	LF	2,000.00	\$ 0.76	\$ 1,520.00	\$ 892.24		\$ 422.56	\$ 121.60	\$ 83.60
B-32	8-30	Field Office Building (\$6000 minimum bid)	LS	1.00	\$ 6,000.00	\$ 6,000.00	\$ 3,522.00		\$ 1,668.00	\$ 480.00	\$ 330.00
B-33	8-31	Franchise Utility Coordination	LS	1.00	\$ 5,400.00	\$ 5,400.00	\$ 1,267.92	\$ 1,901.88	\$ 1,501.20	\$ 432.00	\$ 297.00
B-34	8-31	Franchise Utility Excavation incl. Haul, Sand Bedding, and CSTC Backfill	CY	2,321.00	\$ 67.00	\$ 155,507.00	\$ 91,282.61		\$ 43,230.95	\$ 12,440.56	\$ 8,552.89
B-35	8-31	Shoring or Extra Excavation, Class B for Utility	LS	1.00	\$ 4,320.00	\$ 4,320.00	\$ 2,535.84		\$ 1,200.96	\$ 345.60	\$ 237.60
B-36	8-31	Install Utility Conduit, PSE, 2 In. Diam.	LF	654.00	\$ 4.35	\$ 2,844.90	\$ 1,137.96	\$ 1,706.94			
B-37	8-31	Install Utility Conduit, PSE, 3 In. Diam.	LF	333.00	\$ 5.40	\$ 1,798.20	\$ 719.28	\$ 1,078.92			
B-38	8-31	Install Utility Conduit, PSE, 4 In. Diam.	LF	5,521.00	\$ 6.35	\$ 35,058.35	\$ 14,023.34	\$ 21,035.01			
B-39	8-31	Install Utility Conduit, PSE, 6 In. Diam.	LF	5,020.00	\$ 7.55	\$ 37,901.00	\$ 15,160.40	\$ 22,740.60			
B-40	8-31	Install Utility Conduit, Century Link, 2 In. Diam.	LF	142.00	\$ 4.35	\$ 617.70					\$ 617.70
B-41	8-31	Install Utility Conduit, Century Link, 4 In. Diam.	LF	1,195.00	\$ 6.35	\$ 7,588.25					\$ 7,588.25
B-42	8-31	Furnish and Install City of Maple Valley Conduit, 3 In. Diam.	LF	1,909.00	\$ 7.85	\$ 14,985.65	\$ 14,985.65				
B-43	8-31	Install Utility Conduit, Comcast, 2 In. Diam.	LF	67.00	\$ 4.35	\$ 291.45			\$ 291.45		
B-44	8-31	Install Utility Conduit, Comcast, 4 In. Diam.	LF	6,648.00	\$ 6.35	\$ 42,214.80			\$ 42,214.80		
B-45	8-31	Furnish and Install Utility Conduit, Wave Broadband, 4 In. Diam.	LF	1,925.00	\$ 7.85	\$ 15,111.25				\$ 15,111.25	
B-46	8-31	Install Utility Conduit, IntoLight, 2 In. Diam.	LF	143.00	\$ 4.35	\$ 622.05			\$ 622.05		
B-47	8-31	Install Utility Conduit, IntoLight, 3 In. Diam.	LF	2,514.00	\$ 5.40	\$ 13,575.60			\$ 13,575.60		
B-48	8-31	Install PSE Structure	EA	13.00	\$ 216.00	\$ 2,808.00	\$ 1,123.20	\$ 1,684.80			
B-49	8-31	Install Comcast Structure	EA	9.00	\$ 135.00	\$ 1,215.00			\$ 1,215.00		
B-50	8-31	Install Century Link Structure	EA	2.00	\$ 108.00	\$ 216.00					\$ 216.00
B-51	8-31	Furnish and Install Wave Broadband Structure	EA	2.00	\$ 3,429.00	\$ 6,858.00					\$ 6,858.00
B-52	8-31	Furnish and Install Maple Valley Type 1 Junction Box	EA	4.00	\$ 1,134.00	\$ 4,536.00	\$ 4,536.00				
			Schedule B Sub-Total		\$ 886,134.65	\$ 886,134.65	\$ 418,877.37	\$ 104,915.25	\$ 237,735.35	\$ 77,800.65	\$ 46,806.03
			Sales Tax (8.6%)		\$ 76,207.58	\$ 76,207.58	\$ 36,023.45	\$ 9,022.71	\$ 20,445.24	\$ 6,690.86	\$ 4,025.32
			Total		\$ 962,342.23	\$ 962,342.23	\$ 454,900.82	\$ 113,937.96	\$ 258,180.59	\$ 84,491.51	\$ 50,831.35
Design of Joint Utility Trench			LS	1	\$ 151,823.40	\$ 151,823.40	\$ 96,127.28	\$ -	\$ 35,199.97	\$ 12,145.87	\$ 8,350.29
Easement Acquisition			LS	1	\$ 23,406.55	\$ 23,406.55	\$ 6,843.97	\$ 4,172.21	\$ 6,479.45	\$ 4,701.96	\$ 1,208.96
Construction Management			LS	1	\$ 166,637.80	\$ 166,637.80	\$ 57,176.68	\$ -	\$ 26,142.22	\$ 41,659.45	\$ 41,659.45
Total					\$ 1,304,209.98	\$ 1,304,209.98	\$ 615,048.75	\$ 118,110.17	\$ 326,002.23	\$ 142,998.79	\$ 102,050.05

Design

\$ 151,823.40 PBS Estimated Design Cost for Schedule B

Each utility portion was found by taking the length of conduit installed by one utility and dividing by the total length of all conduit installed by the utilities.

Conduit Length

PSE = 14,185 LF
Centurylink = 1,337 LF
Comcast = 6,715 LF
Wave = 1,925 LF
Total = 24,162

Proportion

0.587078884
0.055334823
0.277915735
0.079670557

Construction Management

\$ 166,637.80 KBA Contract total \$232,300. The cost of the schedule B work (\$1,099,201.42) is divided by the cost of the overall project (\$1,530,353.41) to find the proportion of Construction Management for this schedule. The cost is split evenly between the utilities.

Bid items B1 - B35 were split between the four utility groups based on their proportion of conduit. Combining this work into one JUT project reduces the overall cost of schedule B bid items.

Easement

Parcel	Estimated Total Cost	Involved Utilites
144270trct -S	2557.88	Comcast, Wave, Centurylink,PSE
144270trct -N	2693.65	Comcast, PSE
2122069133	664.35	Comcast, Centurylink, PSE
2122069012	1740.19	Comcast, Wave, Centurylink, Maple Valley, PSE
2122069020	418.42	Comcast, PSE
2122069065	14857.82	Comcast, Wave, Maple Valley, PSE
9406580160	474.24	PSE

Comcast	Wave	Centurylink	MV	PSE
6479.448	4701.963	1208.958	4062.493	6953.688
Adjusted split cost total		6843.968	4172.218	

The estimated purchase price of each easement is shown along with the utilites involved in each easement area. The cost to each utility is the estimated price of each easement split evenly between the utilites involved in that easement area.

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**JOINT UTILITY TRENCH
AGREEMENT
WITTE ROAD SE – PHASE 2 ROAD IMPROVEMENTS**

**Schedule A2– Witte Rd. from SE 249th Place to SE 256th
Street**

THIS AGREEMENT is entered into between the CITY OF MAPLE VALLEY, a Washington municipal corporation (“CITY”), and Astound Broadband, LLC, a Washington limited liability company (“WAVE”). This Agreement (“Agreement”) may refer to WAVE or to CITY as a Party (“Party”) or to Parties (“Parties”), collectively.

RECITALS

WHEREAS, the CITY is making right-of-way improvements to Witte Road SE; and

WHEREAS, these right-of-way improvements require WAVE to relocate portions of its telecommunications system (the “Facilities”); and

WHEREAS, relocation requires trenching within the right-of-way, and the Parties recognize the efficiencies of entering into an agreement whereby a joint trench will serve the Parties as well as other utility providers who will also be relocating facilities;

NOW THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, or attached and incorporated and made a part hereof, it is mutually agreed by the Parties as follows:

AGREEMENT

1. PURPOSE; PROJECT DESCRIPTION; FRANCHISE INCORPORATED.

The CITY is constructing road improvement projects known as Projects T-28b, along Witte Road. The CITY will send out for bid and enter into a contract for the construction of Projects T-28b, which shall include construction of a joint utility trench. This trench will be constructed within the scope of each Schedule, attached and incorporated herein as Schedule B (“Project”). The Project limits of Schedule B are from SE 249th Place extending south to SE 256th Street along Witte Road. The improvements are generally described as bicycle lanes, striped medians, turn pockets, sidewalk, retaining walls, HMA (asphalt) paving, streetlights, underground utilities and landscaping.

The limits of the utility undergrounding will extend in Witte Road SE from south of SE 249th Place to approximately SE 256th Street.

2. CITY’S BID AWARD

WAVE has reviewed the Project bid award for the construction of the joint trench and the placement of WAVE’S conduits and vaults in the joint trench, and approves the bid amount for WAVE’s portion of the Work, subject to the terms of this Agreement.

3. TERM AND TERMINATION.

This Agreement shall commence on the date of last signature hereof by both Parties (“Effective Date”), and shall continue for a period of 24 (twenty four) months, to terminate on the last day of the twenty-fourth month unless earlier terminated pursuant to the terms herein.

WAVE’s new Facilities must be located in the public right-of-way or obtained easements, and construction of these Facilities shall not cause material delay to the CITY’s contractor. Time is of the essence for the CITY’S Project and delays are likely to become the cause of a claim for delay damages.

In the event that either Party defaults in the performance of its obligations herein, the Parties will follow MVMC 5.30.270, per section 6 of the Franchise Agreement.

4. RESPONSIBILITIES OF THE

PARTIES. A. WAVE

- 1) WAVE has provided the CITY the following: Review of the engineering drawings, specifications, construction standards, and quantities, of the Project impacted Facilities, developed by or on behalf of the City in accordance with acceptable industry standards and the CITY’s municipal code.
- 2) WAVE will compensate the CITY for WAVE’S proportionate cost of procurement and installation of the conduit and vault materials necessary for WAVE Facilities located within the scope of the Project, and provide limited inspection services needed for purposes of overseeing the proper installation of such materials. WAVE’S inspector will have no authority to direct the CITY’S contractor. Any direction or requests regarding the installation of the materials from WAVE’S inspector to the CITY’S contractor shall only be coordinated and conveyed through the CITY or the CITY’s authorized agent. WAVE will arrange with the CITY’s contractor for any required material storage and/or security until the conduit and vault materials are installed.
- 3) Once vault and conduit installation are completed, WAVE will provide and install wires, conductors and any other equipment needed to complete the WAVE portion of the system relocation. WAVE will complete, activate its relocated system, and abandon its aerial facilities, and remove any utility poles under its ownership within the Project boundaries within twenty (20) calendar days of Puget Sound Energy’s (PSE) notification of activating WAVE’S new power supplies within the Project area. This deadline shall be extended to the extent of any delays caused by CITY, CITY’s contractor or their subcontractors.
- 4) WAVE will be responsible for providing all traffic control associated with the installation and removal of WAVE’S Facilities at the Project. Traffic control permits needed for pulling cables and other associated equipment will be obtained from the CITY of Maple Valley pursuant to the CITY’S municipal code requirements. At the CITY’S sole discretion, WAVE may use the traffic control set up by the CITY’S Contractor.
- 5) WAVE will notify the CITY in writing when WAVE’S new Facility installation is complete and the system has been activated.

6) RESERVED.

7) WAVE shall maintain continued coordination with the CITY'S contractor and with the City regarding the installation of WAVE'S facilities. This coordination shall include but not be limited to the following:

- a. WAVE will attend the pre-construction meeting.
- b. The CITY will provide WAVE a copy of the proposed work schedule showing the date(s), location, and extent of work to be performed by the CITY's contractor. This schedule will be subject to change at any time.
- c. WAVE will attend weekly CITY construction meetings.
- d. WAVE will be given a ten (10) day notice that the CITY's contractor is beginning construction.

8) WAVE shall assume responsibility for any of its work that occurs outside CITY right of way on private property and shall further assume all liability for any damages associated with its work on private property, as such liability and risk allocation is otherwise set forth herein. To the extent WAVE requires permission from a third party for a license to enter private property to perform work necessary under this Agreement, WAVE is solely responsible for obtaining the necessary license, provided that CITY shall reasonably assist and cooperate with WAVE'S efforts to obtain such license. Except to the extent due to CITY'S gross negligence or willful misconduct, WAVE shall defend, indemnify and hold the CITY and its officers, officials, employees and agents harmless from any and all claims, injuries, suits, damages or losses including costs and attorney fees brought against WAVE by a third party for work performed by WAVE to the extent such claims, injuries, suits, damages or losses arise from WAVE'S work on any private property. The provisions of this Section shall survive termination of this Agreement.

9) In 2021, the CITY plans to complete the road widening work which will include the installation of bicycle lanes, striped medians, turn pockets, sidewalk, retaining walls, HMA (asphalt) paving, streetlights, landscaping, the installation of a 16-ft wide concrete box culvert for fish passage under Witte Road just south of SE 249th Place, and the completion of the undergrounding of utilities. As such, a short section of the joint use utility trench in the vicinity of the box culvert will not be constructed in 2020. The fish passage project will require WAVE to remove overhead connections and complete their installation and activation for the remaining portion of the joint utility trench. WAVE's utility work required for the fish box culvert project will be completed following the same provisions of this contract for Witte Road SE Phase 2. A separate, cost allocation will be provided to WAVE with construction bids for this fish passage project in 2021.

B. CITY

1) The CITY will prepare drawings and specifications for excavation of the joint utility trench and the installation of the vaults and conduits required for the undergrounding of WAVE'S Facilities. The CITY will advertise for bids, evaluate bids, award the contract and monitor the contractor's activities. WAVE shall have the opportunity to utilize its own contractor, pursuant to Section 2, herein. The CITY may utilize a third party for purposes of construction management for its Project.

2) Subject to WAVE'S right to hire its own contractor pursuant to Section 2, herein, the CITY,

acting through its contractor, as shown on and specified in the Project drawings and specifications will provide all necessary excavation, bedding, backfill, off-site disposal, and site restoration for the joint trench project; will install all vaults and conduits procured by the City; and will coordinate with the other utility providers that are participating in the joint trench project.

3) The CITY, acting through its contractor, will provide all flagging and traffic control for the trench excavation and backfilling activity.

4) The CITY will attend weekly construction meetings with the CITY'S CONTRACTOR, WAVE, and other utility providers involved in the Project.

5) The CITY will document quantities as its contractor proceeds with excavation, installation and backfill and provide a final invoice at the end of the project to WAVE for work undertaken on WAVE'S behalf and properly allocated to Wave in connection with this Agreement.

5. COST ALLOCATION.

Exhibit A, attached to this AGREEMENT, is WAVE'S proportionate share of the applicable Project costs including procurement and the installation costs of vaults and conduit for WAVE'S system. The costs shown on Exhibit A include some estimated quantities. The final breakdown of costs will be based on the actual quantities of work performed by the CITY'S contractor multiplied by the contract unit costs for each work item. The CITY will invoice WAVE for work completed for WAVE'S system by the CITY'S contractor, no later than one hundred twenty (120) days following the completion of such work.

A. Trench Costs

Should WAVE decide not to utilize its own contractor and to participate in the joint trench construction, WAVE agrees to pay the CITY a portion of the trench costs, including trench, bedding, and backfill, commensurate with its proportionate share of trench usage as shown in Exhibit A. Trench costs will be finalized after completion of construction to account for actual construction costs.

B. Additional Expenses

WAVE agrees to pay the cost of any additional expenses incurred and otherwise properly allocable to WAVE hereunder, due to WAVE'S approved change requests. Such change requests may include, but are not limited to: any over- excavation required, unforeseen conditions attributable to the relocation of WAVE'S facilities, any additional trench width or depth attributable to errors in WAVE'S design, and conflicts not accounted for in WAVE'S design. Any changes to WAVE'S portion of work perceived as necessary by the contractor must be approved by WAVE in advance, with WAVE having a reasonable amount of time to review the changes prior to providing comments. WAVE will not be responsible for any share of additional expenses incurred solely due to approved change requests from other joint trench users and/or the CITY.

C. Claims by Contractor

WAVE agrees to pay the cost of any claims made by the contractor that are determined to be proximately caused by WAVE, to the extent such causation is attributable to WAVE, including

but not limited to: claims for delay damages caused by WAVE'S installation of its Facilities, or failure to install its Facilities, or failure of WAVE'S performance under this Agreement. Claims are not valid unless written notice has been given to WAVE by the CITY or by the contractor and WAVE has failed to resolve the matter. In the event of a conflict between this provision and the Franchise, the Franchise shall control. The determination of proximate cause will be pursuant to the Governing Law provision herein (Paragraph 9.C.).

D. Invoice

1) WAVE agrees to pay the CITY within forty-five (45) days of receiving an invoice by the CITY. The CITY's invoice will be supported by relevant documentation for work completed including any approved changes to the work.

2) Defective or Unauthorized Work. WAVE shall provide prompt written notification to the CITY of any defective or unauthorized work performed by the CITY's contractor in order that such work can be rectified while it is in progress, if possible. WAVE reserves the right to withhold payment from the CITY for any defective or unauthorized work performed by the CITY's contractor. WAVE agrees to meet with an authorized City representative to attempt to resolve any amount in dispute, within fifteen (15) days of receiving an invoice from the City.

Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Agreement, and extra work and materials furnished without WAVE'S approval.

If the Parties agree it is necessary for WAVE to perform or correct any portion of the work due to CITY'S contractor work being defective or unauthorized, WAVE may complete the work with the understanding that WAVE shall (i) except for emergency corrections, have first issued a written notice to CITY and its contractor and allowed for reasonable time (which will be at least seven calendar days) and effort to complete correction thereof; and (ii) coordinate with the CITY'S contractor, and the CITY, on the work to be performed, and shall mitigate to the extent possible any interference with or cause of delay to the Project.

In the event WAVE must undertake any such Project work, WAVE shall send supporting documentation to the CITY that prompt notification was provided to the CITY of the defective or unauthorized work, that CITY failed to timely act upon this notification, and showing WAVE'S costs for completing the work. Provided the Parties are not in dispute about the excess costs, the CITY shall assist WAVE in its efforts to recover the excess money from the contractor or if WAVE elects to accept the defective or unauthorized work, indemnify WAVE for the defective or unauthorized work, or cause its contractor to do the same.

6. CHANGES.

After the CITY executes a contract with its contractor, WAVE shall submit any changes requested to be performed by the CITY's contractor to the CITY. The CITY shall submit this to the contractor, obtain a price from the contractor to perform the work, and notify WAVE of this price. Prices supplied by the contractor for WAVE change orders shall be in conformance with the 25% limit in subsection 1-04.6 of the *WSDOT 2014 Standard Specifications for Road, Bridge, and Municipal Construction*. WAVE shall have 24 business hours from receiving the price from the CITY within which to respond. Any change must be evidenced by a written change order signed by authorized representatives of both Parties. If WAVE chooses not to accept the contractor's price, then this work shall only be performed by WAVE according to a

mutually agreed upon schedule with the contractor so as not to cause delay. Any delay damages attributable to WAVE for its failure to accept the contractor's price shall be the sole responsibility of WAVE.

7. INDEMNIFICATION AND LIABILITY;

A. Indemnification

Except to the extent due to such Party's own gross negligence, each Party shall defend, indemnify and hold the other Party, its officers, officials, employees and agents harmless from any and all claims, injuries, damages, losses, or third-party suits including all legal costs and attorney fees, to the extent they arise from or in connection with this Agreement, and due to: (a) fault, willful misconduct, or negligence of the indemnifying Party, its officers, employees, agents, subcontractors and/or representatives; (b) any product liability claims relating to any material supplied by the indemnifying Party under this Agreement; (c) failure of the indemnifying Party, its officers, employees, agents, subcontractors and/or representatives to comply with any term of this Agreement, or any applicable local, state, or federal law; (d) claims under workers' compensation or similar employee benefit acts by the indemnifying Party or its employees, agents, subcontractors, or subcontractors' employees or agents.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Parties, its officials, employees and agents, a Party's liability hereunder shall be only to the extent of the Party's negligence. The provisions of this section shall survive the expiration or termination of this Agreement.

No Party, directly or indirectly, shall create or impose any lien on the property of another, or on the rights or title relating thereto, or any interest therein, or in this Agreement. Each Party shall promptly, at its own expense, take such action as may be necessary to duly discharge any lien created by it on the property of another.

B. Limitations on Liability

Except as expressly provided herein, neither Party shall be liable to the other for any punitive, incidental, indirect, special or consequential damages of any kind, including but not limited to any loss of use, loss of business or loss of profit; provided, however, there shall be no limitation on a Party's liability to the other for indemnification obligations and any fines or penalties imposed on the other Party by any court of competent jurisdiction or federal, state or local administrative agency resulting from the failure of the Party to comply with any term or condition of this Agreement or any valid and applicable law, rule or regulation. Should a conflict exist between this section and any section(s) of the Franchise, the Franchise shall control.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Parties, its officials, employees and agents, a Party's liability hereunder shall be only to the extent of the Party's negligence. The provisions of this section shall survive the expiration or termination of this Agreement.

C. Liens

No Party, directly or indirectly, shall create or impose any lien on the property of another, or on the rights or title relating thereto, or any interest therein, or in this Agreement. Each Party shall promptly, at its own expense, take such action as may be necessary to duly discharge any lien created by it on the property of another.

8. INSURANCE.

- A. WAVE shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the WAVE, its agents, representatives, or employees.
- B. No Limitation. WAVE'S maintenance of insurance as required by the agreement shall not be construed to limit the liability of the WAVE to the coverage provided by such insurance, or otherwise limit the CITY'S recourse to any remedy available at law or in equity.
- C. Minimum Scope of Insurance:

WAVE shall obtain insurance of the types described below:

- 1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. 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 shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The CITY shall be named as an insured under the WAVE'S Commercial General Liability insurance policy with respect to the work performed for the CITY.
- 3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

D. Minimum Amounts of Insurance. WAVE shall maintain the following insurance limits:

- 1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- 2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

E. Other Insurance Provisions. 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) WAVE'S insurance coverage shall be primary insurance as respect the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the WAVE'S insurance and shall not contribute with it.
- 2) The WAVE'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.

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

G. Verification of Coverage. WAVE shall furnish the CITY with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

H. Sub-Service Providers. WAVE shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor working on the Project. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for WAVE.

I. Insurance for other losses. WAVE shall assume all property loss or damage from any cause whatsoever to any WAVE tools, WAVE'S employee-owned tools, machinery, equipment, any motor vehicles owned or rented by WAVE including any temporary structures, scaffolding and protective fences used in performance of work under this Agreement. WAVE shall require its agents and subcontractors to assume the same property loss or damage as required under this paragraph for WAVE.

9. MISCELLANEOUS.

A. Compliance with Laws

The Parties shall comply with all applicable federal, state and local laws, existing franchises and applicable state and local rules and regulations in the performance of this Agreement.

B. Nonwaiver of Breach

The failure of a Party to insist upon strict performance of any of the terms and rights contained herein, or to exercise any option herein conferred in one or more instances, shall not be constructed to be a waiver or relinquishment of those terms and rights and they shall remain in full force and effect.

C. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Washington. If any dispute arises between the Parties or between any Party and the Contractor under any of the provisions of this Agreement, resolution of that dispute shall be available only

through the jurisdiction, venue, and rules of the King County Superior Court, King County, Washington, unless the Parties mutually agree in writing, otherwise.

D. Attorney's Fees

If any action or suit arises in connection with this Agreement other than claims or liabilities arising under Section 7, "Indemnification," each party is responsible to pay all its own attorneys' fees, costs and expenses in connection therewith.

E. Modification

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each of affected Party.

F. Severability

If any one or more sections, subsections, or sentences of this Agreement are held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion of this Agreement and the remainder shall remain in full force and effect.

G. Relationship

It is understood and agreed that no agency, employment, joint venture, co-employer or partnership is created by this Agreement. No Party hereto shall have the power or authority to act for another in any manner to create obligations or debts which would be binding upon another, and be responsible for any obligation or expense whatsoever of another.

H. Force Majeure

Parties shall not be deemed to be in breach of this Agreement if unable to perform their respective obligations hereunder as a result of the occurrence of an event of "force majeure," which shall include, but not be limited to, acts of God, acts of the government of the United States or of any state or political subdivision thereof, strikes, civil riots or disturbances, fire, floods, explosions, earthquakes, wind, storms, hurricanes, lightning or other similar catastrophes or other causes beyond the Parties' reasonable control. The scope of events of force majeure shall not extend to payment of money owed hereunder.

I. Disclosure and Press Releases

Both Parties agree that, to the extent allowable under Chapter 42.56RCW (Public Records Act), this Agreement is a public record, and shall be disclosed upon request. Neither Party shall, without the prior written consent of the other Party: (a) issue any press release or make any other public announcement regarding this Agreement; or (b) use the name, trademarks, or other proprietary identifying symbol of the other Party or its affiliates. Such consent by WAVE may be given only by the Executive Vice President of Corporate Communications or his or her designee. Any purported consent by any other person, including any WAVE sales or customer service representative, is void and of no effect.

J. Assignment

Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other, which consent will not be unreasonably conditioned, withheld, or delayed. Notwithstanding the foregoing, either may assign all or part of this Agreement immediately, without the prior written consent of the other

Party: (a) to any entity that controls, is controlled by, or is in common control with a Party; or (b) to any successor in interest to a Party; or (c) if necessary to satisfy the rules, regulations and/or orders of any federal, state or local governmental agency or body.

K. Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one agreement.

L. Entire Agreement

The written provisions and terms of this Agreement, together with any attached Exhibits, supersede all prior verbal statements by any representative of the CITY and/or WAVE, and those statements shall not be construed as forming a part of or altering in any manner this Agreement. This Agreement and any attached Exhibits contain the entire Agreement between the Parties. Should any language in any Exhibit to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

M. Notices

Any notice or information required or permitted to be given to the parties under this Agreement may be sent to the following addresses unless otherwise specified:

City:

City of Maple Valley
Public Works Department
22017 SE Wax Road, Suite 200
Maple Valley, WA 98038
Attn: Tawni Dalziel, Public Works
& Community Development Director
and Laura Philpot, City Manager

Grantee:

Astound Broadband, LLC
3700 Monte Villa Pkwy
Bothell, WA 98021

With a copy to:

Astound Broadband, LLC
650 College Road East, Suite 3100
Princeton, NJ 08540
Attn: Legal

Notice shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the United States Mail in the case of regular mail, or the next day in the case of overnight delivery.

[Signature page follows]

IN WITNESS WHEREOF, the Parties below have executed this Agreement.

ASTOUND BROADBAND, LLC

CITY OF MAPLEVALLEY

Print Name: _____
Title: _____
DATE: _____

Print Name: Laura Philpot
Title: City Manager
DATE: _____

ATTEST:

Shaunna Lee-Rice, City Clerk

APPROVED AS TO FORM:

Patricia Taraday, City Attorney

Attachments:

Exhibit A: Estimate of WAVE's Proportionate Share for Joint Utility Trench Schedule A-2

Exhibit A

Bid Item No.	Spec Section	Description	Pivetta Bid				Construction Cost Distribution				
			Unit	Quantity	Unit Cost	Price	City of Maple Valley	PSE	Comcast	Wave	Centurylink
B-1	1-04	Minor Change	EST.	1.00	\$ 60,000.00	\$ 60,000.00	\$ 14,088.00	\$ 21,132.00	\$ 16,680.00	\$ 4,800.00	\$ 3,300.00
B-2	1-05	Surveying	LS	1.00	\$ 4,900.00	\$ 4,900.00	\$ 2,876.30		\$ 1,362.20	\$ 392.00	\$ 269.50
B-3	1-05	As-Built Survey and Record Drawings	LS	1.00	\$ 985.00	\$ 985.00	\$ 578.20		\$ 273.83	\$ 78.80	\$ 54.18
B-4	1-07	SPCC Plan	LS	1.00	\$ 500.00	\$ 500.00	\$ 293.50		\$ 139.00	\$ 40.00	\$ 27.50
B-5	1-07	COVID 19 Plan	LS	1.00	\$ 500.00	\$ 500.00	\$ 293.50	\$ 176.10	\$ 139.00	\$ 40.00	\$ 27.50
B-6	1-08	Type B Progress Schedule	LS	1.00	\$ 500.00	\$ 500.00	\$ 117.40		\$ 139.00	\$ 40.00	\$ 27.50
B-7	1-09	Mobilization (\$90,000 minimum unit price)	LS	1.00	\$ 95,000.00	\$ 95,000.00	\$ 22,306.00	\$ 33,459.00	\$ 26,410.00	\$ 7,600.00	\$ 5,225.00
B-8	1-10	Project Temporary Traffic Control (\$45,000 minimum unit price)	LS	1.00	\$ 45,000.00	\$ 45,000.00	\$ 26,415.00		\$ 12,510.00	\$ 3,600.00	\$ 2,475.00
B-9	1-10	Flaggers and Spotters (Unit Price shall be equivalent to Bid Item C-6 Flaggers and Spotters)	HR	1,320.00	\$ 55.00	\$ 72,600.00	\$ 42,616.20		\$ 20,182.80	\$ 5,808.00	\$ 3,993.00
B-10	1-10	Portable Changeable Message Sign (Unit Price shall be equivalent to Bid Item C-7 Portable Changeable Message Board)	EA	2.00	\$ 1,512.00	\$ 3,024.00	\$ 1,775.09		\$ 840.67	\$ 241.92	\$ 166.32
B-11	1-10	Off-Duty Uniformed Police Officer	FA	1.00	\$ 8,000.00	\$ 8,000.00	\$ 4,696.00		\$ 2,224.00	\$ 640.00	\$ 440.00
B-12	2-02	Removal and Relocation of Existing Private Improvements	Est.	1.00	\$ 5,000.00						
B-13	2-01	Clearing and Grubbing	AC	0.34	\$ 54,000.00	\$ 18,360.00	\$ 10,777.32		\$ 5,104.08	\$ 1,468.80	\$ 1,009.80
B-14	2-01	Roadside Cleanup	Est.	1.00	\$ 5,000.00	\$ 5,000.00	\$ 2,935.00		\$ 1,390.00	\$ 400.00	\$ 275.00
B-15	2-02	Removal of Structures and Obstructions	LS	1.00	\$ 26,350.00	\$ 26,350.00	\$ 15,467.45		\$ 7,325.30	\$ 2,108.00	\$ 1,449.25
B-16	2-02	Removal and Relocation of Existing Private Improvements	Est.	1.00	\$ 10,000.00	\$ 10,000.00	\$ 5,870.00		\$ 2,780.00	\$ 800.00	\$ 550.00
B-17	5-04	HMA Cl. 1/2" PG 64-22	TN	600.00	\$ 134.45	\$ 80,670.00	\$ 47,353.29		\$ 22,426.26	\$ 6,453.60	\$ 4,436.85
B-18	8-01	Temporary Erosion/Water Pollution Control and ESC Lead (\$10,000 minimum unit price)	LS	1.00	\$ 10,000.00	\$ 10,000.00	\$ 5,870.00		\$ 2,780.00	\$ 800.00	\$ 550.00
B-19	8-01	Stormwater Pollution Prevention Plan	LS	1.00	\$ 500.00	\$ 500.00	\$ 293.50		\$ 139.00	\$ 40.00	\$ 27.50
B-20	8-01	Inlet Protection	EA	15.00	\$ 62.00	\$ 930.00	\$ 545.91		\$ 258.54	\$ 74.40	\$ 51.15
B-21	8-01	High Visibility Silt Fence	LF	2,300.00	\$ 5.00	\$ 11,500.00	\$ 6,750.50		\$ 3,197.00	\$ 920.00	\$ 632.50
B-22	8-02	Property Restoration	Est.	1.00	\$ 25,000.00	\$ 25,000.00	\$ 14,675.00		\$ 6,950.00	\$ 2,000.00	\$ 1,375.00
B-23	8-02	Topsoil Type B	CY	250.00	\$ 64.80	\$ 16,200.00	\$ 9,509.40		\$ 4,503.60	\$ 1,296.00	\$ 891.00
B-24	8-02	Seeding and Mulching	ACRE	0.20	\$ 2,160.00	\$ 432.00	\$ 253.58		\$ 120.10	\$ 34.56	\$ 23.76
B-25	8-04	Cement Conc. Traffic Curb and Gutter	LF	51.00	\$ 54.26	\$ 2,767.26	\$ 1,624.38		\$ 769.30	\$ 221.38	\$ 152.20
B-26	8-04	Extruded Asphalt Concrete Curbs	LF	237.00	\$ 14.04	\$ 3,327.48	\$ 1,953.23		\$ 925.04	\$ 266.20	\$ 183.01
B-27	8-05	Potholing	EA	26.00	\$ 700.00	\$ 18,200.00	\$ 10,683.40		\$ 5,059.60	\$ 1,456.00	\$ 1,001.00
B-28	8-14	ADA Detectable Warning Surface	EA	2.00	\$ 567.00	\$ 1,134.00	\$ 665.66		\$ 315.25	\$ 90.72	\$ 62.37
B-29	8-14	Cement Conc. Curb Ramp Type Parallel A	EA	1.00	\$ 2,205.71	\$ 2,205.71	\$ 1,294.75		\$ 613.19	\$ 176.46	\$ 121.31
B-30	8-14	Cement Conc. Sidewalk	SY	13.00	\$ 120.00	\$ 1,560.00	\$ 915.72		\$ 433.68	\$ 124.80	\$ 85.80
B-31	8-23	Temporary Pavement Marking, Long Duration	LF	2,000.00	\$ 0.76	\$ 1,520.00	\$ 892.24		\$ 422.56	\$ 121.60	\$ 83.60
B-32	8-30	Field Office Building (\$6000 minimum bid)	LS	1.00	\$ 6,000.00	\$ 6,000.00	\$ 3,522.00		\$ 1,668.00	\$ 480.00	\$ 330.00
B-33	8-31	Franchise Utility Coordination	LS	1.00	\$ 5,400.00	\$ 5,400.00	\$ 1,267.92	\$ 1,901.88	\$ 1,501.20	\$ 432.00	\$ 297.00
B-34	8-31	Franchise Utility Excavation incl. Haul, Sand Bedding, and CSTC Backfill	CY	2,321.00	\$ 67.00	\$ 155,507.00	\$ 91,282.61		\$ 43,230.95	\$ 12,440.56	\$ 8,552.89
B-35	8-31	Shoring or Extra Excavation, Class B for Utility	LS	1.00	\$ 4,320.00	\$ 4,320.00	\$ 2,535.84		\$ 1,200.96	\$ 345.60	\$ 237.60
B-36	8-31	Install Utility Conduit, PSE, 2 In. Diam.	LF	654.00	\$ 4.35	\$ 2,844.90	\$ 1,137.96	\$ 1,706.94			
B-37	8-31	Install Utility Conduit, PSE, 3 In. Diam.	LF	333.00	\$ 5.40	\$ 1,798.20	\$ 719.28	\$ 1,078.92			
B-38	8-31	Install Utility Conduit, PSE, 4 In. Diam.	LF	5,521.00	\$ 6.35	\$ 35,058.35	\$ 14,023.34	\$ 21,035.01			
B-39	8-31	Install Utility Conduit, PSE, 6 In. Diam.	LF	5,020.00	\$ 7.55	\$ 37,901.00	\$ 15,160.40	\$ 22,740.60			
B-40	8-31	Install Utility Conduit, Century Link, 2 In. Diam.	LF	142.00	\$ 4.35	\$ 617.70					\$ 617.70
B-41	8-31	Install Utility Conduit, Century Link, 4 In. Diam.	LF	1,195.00	\$ 6.35	\$ 7,588.25					\$ 7,588.25
B-42	8-31	Furnish and Install City of Maple Valley Conduit, 3 In. Diam.	LF	1,909.00	\$ 7.85	\$ 14,985.65	\$ 14,985.65				
B-43	8-31	Install Utility Conduit, Comcast, 2 In. Diam.	LF	67.00	\$ 4.35	\$ 291.45			\$ 291.45		
B-44	8-31	Install Utility Conduit, Comcast, 4 In. Diam.	LF	6,648.00	\$ 6.35	\$ 42,214.80			\$ 42,214.80		
B-45	8-31	Furnish and Install Utility Conduit, Wave Broadband, 4 In. Diam.	LF	1,925.00	\$ 7.85	\$ 15,111.25				\$ 15,111.25	
B-46	8-31	Install Utility Conduit, IntoLight, 2 In. Diam.	LF	143.00	\$ 4.35	\$ 622.05	\$ 622.05				
B-47	8-31	Install Utility Conduit, IntoLight, 3 In. Diam.	LF	2,514.00	\$ 5.40	\$ 13,575.60	\$ 13,575.60				
B-48	8-31	Install PSE Structure	EA	13.00	\$ 216.00	\$ 2,808.00	\$ 1,123.20	\$ 1,684.80			
B-49	8-31	Install Comcast Structure	EA	9.00	\$ 135.00	\$ 1,215.00		\$ 1,215.00			
B-50	8-31	Install Century Link Structure	EA	2.00	\$ 108.00	\$ 216.00					\$ 216.00
B-51	8-31	Furnish and Install Wave Broadband Structure	EA	2.00	\$ 3,429.00	\$ 6,858.00				\$ 6,858.00	
B-52	8-31	Furnish and Install Maple Valley Type 1 Junction Box	EA	4.00	\$ 1,134.00	\$ 4,536.00	\$ 4,536.00				
			Schedule B Sub-Total		\$ 886,134.65	\$ 886,134.65	\$ 418,877.37	\$ 104,915.25	\$ 237,735.35	\$ 77,800.65	\$ 46,806.03
			Sales Tax (8.6%)		\$ 76,207.58	\$ 76,207.58	\$ 36,023.45	\$ 9,022.71	\$ 20,445.24	\$ 6,690.86	\$ 4,025.32
			Total		\$ 962,342.23	\$ 962,342.23	\$ 454,900.82	\$ 113,937.96	\$ 258,180.59	\$ 84,491.51	\$ 50,831.35
Design of Joint Utility Trench			LS	1	\$ 151,823.40	\$ 151,823.40	\$ 96,127.28	\$ -	\$ 35,199.97	\$ 12,145.87	\$ 8,350.29
Easement Acquisition			LS	1	\$ 23,406.55	\$ 23,406.55	\$ 6,843.97	\$ 4,172.21	\$ 6,479.45	\$ 4,701.96	\$ 1,208.96
Construction Management			LS	1	\$ 166,637.80	\$ 166,637.80	\$ 57,176.68	\$ -	\$ 26,142.22	\$ 41,659.45	\$ 41,659.45
Total					\$ 1,304,209.98	\$ 1,304,209.98	\$ 615,048.75	\$ 118,110.17	\$ 326,002.23	\$ 142,998.79	\$ 102,050.05

Design

\$ 151,823.40 PBS Estimated Design Cost for Schedule B

Each utility portion was found by taking the length of conduit installed by one utility and dividing by the total length of all conduit installed by the utilities.

Conduit Length

PSE = 14,185 LF
Centurylink = 1,337 LF
Comcast = 6,715 LF
Wave = 1,925 LF
Total = 24,162

Proportion

0.587078884
0.055334823
0.277915735
0.079670557

Construction Management

\$ 166,637.80 KBA Contract total \$232,300. The cost of the schedule B work (\$1,099,201.42) is divided by the cost of the overall project (\$1,530,353.41) to find the proportion of Construction Management for this schedule. The cost is split evenly between the utilities.

Bid items B1 - B35 were split between the four utility groups based on their proportion of conduit. Combining this work into one JUT project reduces the overall cost of schedule B bid items.

Easement

Parcel	Estimated Total Cost	Involved Utilites
144270trct -S	2577.88	Comcast, Wave, Centurylink,PSE
144270trct -N	2693.65	Comcast, PSE
2122069133	664.35	Comcast, Centurylink, PSE
2122069012	1740.19	Comcast, Wave, Centurylink, Maple Valley, PSE
2122069020	418.42	Comcast, PSE
2122069065	14857.82	Comcast, Wave, Maple Valley, PSE
9406580160	474.24	PSE
Comcast	Wave	Centurylink
6479.448	4701.963	1208.958
		4062.493
		6953.688
		Adjusted split cost total
		6843.968
		4172.2128

The estimated purchase price of each easement is shown along with the utilites involved in each easement area. The cost to each utility is the estimated price of each easement split evenly between the utilites involved in that easement area.

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Date: July 13, 2020

To: Mayor Kelly and City Councilors
Laura Philpot, City Manager

From: Finance Committee
Sandy Garrett, Finance Director

Subject: Grant Funding Process

The Finance Sub-committee was tasked by the City Council to evaluate the Community Grants process. This process has resulted in the following:

The agencies will be split into two categories, Economic Development/Community Events and Human Services. The Economic Development/Community Events category will be made up of two sub-categories.

Economic Development/Community Events

- The Economic Development Commission will facilitate the process of developing criteria, a rating sheet, and an application for this category. In addition, the Commission will review the applications that are submitted and determine which agencies would have an opportunity to provide a presentation to the Commission. From this process, the Commission would then determine which agencies would be recipients of the grants and the amount of funding awarded to each recipient from an established amount allocated for this category. The Commission would inform the Finance Committee of the results of this process. The categories and sub-categories are as follows:

Economic Development

1. Lake Wilderness Triathlon
2. Be the Hope

Community Events

1. Maple Valley Youth Symphony
2. Creative Arts Council
3. Maple Valley Days

Human Services

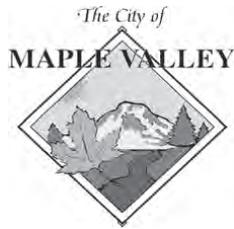
- The Finance Sub-committee will retain responsibility for the Human Services process which includes reviewing submitted applications, facilitating presentations, determining which agencies would be recipients of the grants and the amount of funding to be awarded to each recipient from an established amount allocated for this category.
 1. Greater Maple Valley Community Center
 2. Maple Valley Food Bank and Emergency Services
 3. Make a Difference Day
 4. Vine Maple Place

Once the processes for both categories have been completed, the results would be reported to the City Council.

Arboretum, Historical Society and Farmers Market

The Arboretum and Historical Society would be removed from the grant process and the City would enter into agreements with them.

Further discussion is needed to determine if the Farmer's Market should be removed from the grant process and enter into an agreement with the City or remain in the Community Events subcategory.



Date: July 13, 2020
To: Mayor Sean Kelly and Councilors
From: Tim Morgan, Economic Development Manager
Subject: **Resolution R-20-1469 – New City Brand**

Background

The City Council adopted Resolution R-19-1333 at the May 13, 2019 City Council Meeting which provided the City Manager the authority to enter into a Professional Services Agreement with Chandlerthinks LLC to conduct the City Branding Project.

The following is the timeline detailing the steps to complete the Branding Project.

- May 13, 2019: Resolution R-19-1333 adopted
- May 17, 2019: Getting Started Meeting with Steve Chandler
- July/Aug. 2019: 1-on-1 and focus group meetings held to gather data
- June/July 2019: Interviews with City Council Members
- July 2019: Community and Outside Maple Valley Surveys issued and completed
- June/July/August 2019: Special Facebook Page set-up to solicit community input
- September 2019: Branding Research Presentation to City Council (Greg Fuson)
- October 2019: Discuss Brand Positioning Strategy
- November 14, 2019: Brand Strategy Positioning Session with Branding Committee
- February 2020: Special Meeting to Present Brand Workshop (Final Presentation)
- June 17- Final Meeting with Brand Committee* to finalize brand and tagline

*Branding Committee members included:

- Deputy Mayor Parnello;
- Councilmember Olson;
- Erica Dial, CEO for Maple Valley Black Diamond Chamber of Commerce;
- Tim Morgan, Economic Development Manager;
- Laura Philpot, City Manager;
- Dave Johnson, Assistant City Manager/Parks Director; and
- Jennifer Cusmir, (former) Communications Specialist.

Discussion

The goal of this branding campaign is to raise the City's visibility, create and sustain a positive image for the City and to enhance communications with a unifying and consistent image of high quality.

After spending the first three months gathering data (June/July/August), Greg Fuson from ChandlerThinks presented the Research Findings to City Council on September 9, 2019. The Final Brand Presentation was given to City Council by Steve Chandler on February 10, 2020. Based on the input that City Council provided to Steve after the final presentation meeting (*not using Suburban Wilderness as the tagline and making some revisions to the logo and the Brand Story*). The Brand Review Committee met several more times until June to refine the tagline and the Brand Story.

Included in the packet you will find the revised Brand Story and examples of what the new brand would look like on the following items if approved by City Council:

- Main Logo w/tagline
- Business Card
- Letterhead
- Advertisements (3 examples) these are not real advertisements but just examples
- Pole Banners

The updated City Brand that is being presented to the City Council tonight has been agreed upon by all Brand Committee members.

Options

1. Approve Resolution R-20-1469 authorizing the City Manager to adopt the new City brand and to begin implementation of the brand in all marketing materials, printed materials, signage, and on City assets where the brand can be placed contingent upon the budget available to activate implementation.
2. Do not approve Resolution R-20-1469
3. Take some other action.

Recommendation

Approve Resolution R-20-1469 authorizing the City Manager to adopt the new City brand and to begin implementation of the brand.

Attachments

1. Resolution R-20-1469
2. Brand Story and Eight (8) examples of how the new brand can be used

**CITY OF MAPLE VALLEY, WASHINGTON
RESOLUTION NO. R-20-1469**

**A RESOLUTION OF THE CITY OF MAPLE VALLEY,
WASHINGTON TO ADOPT A NEW CITY OF MAPLE VALLEY
BRAND AND BEGIN IMPLEMENTATION OF THE BRAND**

WHEREAS, the City of Maple Valley has had one City brand since its inception in 1997 with various adapted versions of the original brand being used by a couple of city departments; and

WHEREAS, the existing City brand has been under review during the past year with a new city brand developed by a branding consultant which creates and sustains a positive image, enhances communications, and engages the community; and

WHEREAS, the City Council adopted Resolution R-19-1333 which provided the City Manager the authority to enter into an agreement with a branding consultant to develop a new City brand for the purposes that guides all aspects of how the City presents itself and unifies stakeholders; and

WHEREAS, within the process of developing a new City brand, public input was solicited from residents and other key community stakeholders to assist the City in developing a new City brand that can produce tangible results for economic development, tourism, and quality of life purposes; and

WHEREAS, the City Council wishes to formally adopt a new City brand which ensures that the branding and messaging for the City of Maple Valley is unifying, consistent, and of high quality; and

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF MAPLE VALLEY, WASHINGTON, DO RESOLVE AS FOLLOWS:

Section 1. Authorization. The City Manager is hereby authorized to adopt the new City brand and to begin implementation of the brand in all marketing materials, printed materials, signage, and on City assets where the brand can be placed contingent upon the budget available to activate implementation.

PASSED BY THE CITY COUNCIL AT A REGULAR BUSINESS MEETING
THEREOF ON THE 13TH DAY OF JULY 2020.

Sean P. Kelly, Mayor

ATTEST:

Shaunna Lee-Rice, City Clerk

APPROVED AS TO FORM:

Patricia Taraday, City Attorney



P.O. Box 320 • 22017 SE Wax Road, Suite 200 • Maple Valley, WA 98038

Phone: (425) 413-8800 • Fax: (425) 413-4282

Maple Valley Brand Story

You step out of the car, and immediately notice the change. The crisp, clean air and roads lined with a variety of evergreen trees hint that this is a unique environment. You've always wanted to spend time away from the congestion and stress of the city. Maybe live, even work in or near a forested area. As long as you weren't too remote, and you didn't have to give up some of the creature comforts or city amenities you've grown accustomed to and expect. Welcome to Maple Valley.

Surrounded by nature, Maple Valley feels like a haven with all its woodland areas, lakes, trails and wildlife habitats that are such an integral part of this special community. In fact, it was once established as a retreat for those wishing to escape the faster pace of the city and experience life in the great outdoors at Gaffney's Lake Wilderness Resort. And, as the easternmost point of King County's urban growth boundary, it's not at all unusual for black bear, deer, and elk sightings to occur around town.

This is a family-oriented community focused on cultivating an inclusive environment for everyone. Maple Valley values a high quality of life, providing everything from an exceptional school system (*perennially ranked among Washington's top school districts*) and opportunities for business to an incredible parks and trail system for residents and visitors.

In a city in harmony with nature, outdoor recreational opportunities abound. Hiking, biking and horseback riding trails and walkways wind in and out of neighborhoods and commercial areas linking to other trails, habitat conservation areas and parks. Even work and commercial spaces have access to the natural environment.

Memories are made at Lake Wilderness spending summer days, swimming, paddling and picnicking and evenings enjoying live music or movies by the water. Maple Valley Days, the Fishing Derby, Fourth of July and Holiday Lights Celebrations only reinforce the community's strong connection to their natural surroundings. Of course, when your city park looks like a picture postcard and the beauty of Washington is right in your own backyard, it makes sense that residents are inspired with a dedication to stewardship of the land and preserving the natural beauty and purity of the air, water, land and wildlife.

A community connected to the great outdoors, Maple Valley is unquestionably an amazing environment and a perfect fit for anyone seeking a better way and place to live.

Maple Valley
A Natural Fit



MapleValleyWA.gov



City of Maple Valley
P.O. Box 320
Maple Valley, WA 98038



Tim Morgan

Economic Development Manager
City of Maple Valley

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Direct: 425-413-6641

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**SOMEWHERE BETWEEN A FACE IN THE CROWD
AND EVERYBODY KNOWS YOUR NAME**

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VALLEY**

A Natural Fit.

For more information about visiting or making this your home:

MapleValleyWA.gov or 425-413-8800

POPULATION: 27,118

POPULATION INC. TROUT: 956,723



A Natural Fit.

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MapleValleyWA.gov



A NATURAL FIT.

Tim Morgan

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City of Maple Valley*

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A Natural Fit



July 13, 2020

To: Mayor Sean Kelly and Councilors
From: Tawni Dalziel, P.E., Public Works/Community Development Director
Steven Chen, P.E., City Engineer
Subject: **T-28b Phase 3**
Witte Road Improvement (SE 249th Place to SE 256th Street)
220th Avenue SE

Background

The elimination of 220th Avenue SE at Witte Road has been a project specific goal since the contract with Mead and Hunt in early 2015. Due to public comment and concern, staff took additional steps to review the previously identified goal to either validate or negate the benefits of closing 220th Avenue SE at Witte Road. Traffic consultant engineers have reviewed the intersection geometric condition and traffic data related to the potential closure and indicate the following:

- Intersection of Witte Road and 220th Avenue SE has irregular geometry (Y-intersection) creating a hazard to safe pedestrian crossings at the intersection and the traffic entering and leaving the intersection.
- There is limited entering sight distance for eastbound traffic on 220th Ave SE entering the intersection due to irregular geometry.
- There is limited stopping sight distance for southbound traffic turning right from Witte Road due to irregular geometry.
- Intersection of Witte Rd/220th Ave SE has short intersection spacing from Witte Rd/SE 254th Pl and SE 255th Pl/220th Ave SE intersections creating nonstandard stopping and entering site distances at SE 255th Pl/220th Ave SE intersection.
- Posted speed limit is 25 mph on 220th Avenue SE.
- 85th percentile for westbound uphill on 220th Ave SE is regularly over 38 mph.
- Over 150 vehicles per day travel over 40 mph westbound uphill on 220th Ave SE (ingress from Witte Road).

On July 16, 2019, city staff hosted a public open house for the Witte Road Improvement Project. The residents in attendance voiced concern with the closure of 220th Avenue SE at Witte Road listing the following concerns excerpted from an email to the City Council from resident Jerry Lawson dated July 17, 2019:

- *The closing of 220th will significantly impact the communities of Lake Lucerne, Pipe Lake, and Cedar Downs for accessing and exiting their homes, especially in the winter snow.*
- *The new and improved SE 256th Street causes safety issues for traffic at the stop sign with 220th Avenue SE (blind spots in both directions).*
- *Making a right turn onto 256th from Witte Road (southbound) requires a vehicle to slow down and is sometimes “pushed” around the corner from behind.*
- *Closure of 220th will require a “mitigation plan” to alleviate this problem.*

The primary concern with eliminating 220th Ave SE access to Witte Road appeared to be the apparent problems with the SE 256th Street access improvements completed with the T28b Phase 1 project in 2018. Traffic engineers from the City’s consulting firm have developed a plan to improve the intersection of SE 256th Street and 220th Avenue SE, giving primary right of way to the westbound (uphill) movement on SE 256th Street, yield control for the eastbound movement on 220th Avenue SE, and yield control on westbound 220th Avenue SE. Emergency vehicle and winter travel uphill on SE 256th Street will be improved with this intersection configuration as well as general access to residents in the adjacent neighborhoods. The distance for southbound approaching vehicles on Witte Road to slow down to avoid collision with a vehicle turning right onto SE 256th Street (stopping sight distance) meets national traffic standards for safety. The intersection of SE 256th St/Witte Road has better entering and stopping sight distance than the intersection of 220th Ave SE/Witte Road.

Additionally, some residents have expressed the need for turning traffic from Witte Road to drive up 220th Avenue SE to gain momentum in snow and ice conditions to “make it up the hill.” In general, this is an unsafe strategy for snow and ice travel and is not a consideration for keeping 220th Avenue SE open. The high speed traffic turning off from Witte road could also create safety issue for traffic entering 220th Ave SE from SE 255th Pl.

At the October 28, 2019 City Council Meeting, Council approved Resolution 19-1391 to include the closure of 220th Avenue SE with the Witte Road Improvement Project and project specific goals to enhance traffic safety by improving the intersections of SE 254th Place and SE 256th Street which includes the elimination of the intersection of 220th Avenue SE at Witte Road. A copy of Resolution 19-1391 is attached here for your reference.

At the January 13, 2020 City Council meeting, staff presented the feasibility of a roundabout at the intersection of Witte Road and SE 254th Place (the entrance in to the Golf Course Club House and the entrance to the Cedar Downs neighborhood). This feasibility study assumed the closure of 220th Ave SE. Council directed staff to further evaluate the level of service at this intersection by updating the Travel Demand Model with current pipeline projects and land uses.

At the June 15, 2020 Study Session, staff presented the results of the Travel Demand Model which showed that the level of service predicted in 2035 would be LOS F at the intersection of Witte Road and SE 254th Place without a roundabout. Council directed staff to include a roundabout in the Phase 3 project and requested staff bring a discussion of the closure of 220th Avenue SE back to Council for discussion.

Discussion

Additional information:

Feasibility

City staff have not yet fully assessed the feasibility of keeping 220th Avenue SE open with a roundabout at the Witte Road/SE 254th St intersection, given the location geometry, topography, and right-of-way. A five-legged roundabout would result in a larger roundabout with greater property acquisition needs. A four legged roundabout with immediate ingress/egress on 220th Avenue SE would result in other issues as described below. To explore feasibility, the consultant design scope and fee would need to increase.

Safety

A five legged roundabout is atypical. Another intersection so close and adjacent to a roundabout is non-standard as well. Pedestrians safely crossing 220th Ave SE would not be improved as vehicles in motion through the roundabout or exiting the roundabout may not be aware of pedestrian use at 220th Avenue SE. Pedestrians would have to cross longer distances against oncoming traffic. Bicyclists may have to maneuver a larger roundabout with an additional leg. Stopping sight distance for vehicles and pedestrians could be limited with 220th Ave SE remaining open. Additionally, excessive vehicle speeds up 220th Ave SE (measured at 38+ mph) is anticipated to continue as the road alignment would be essentially unchanged.

Permitting

Two undersized culverts exist along S. Jenkins Creek, one under 220th Ave SE and the other under SE 254th Place. Typically, culvert replacement with a fish passage culvert is considered self-mitigating by the Army Corps because the length of culvert is unchanged. At SE 254th Place, the culvert would need to be lengthened in order to accommodate any size roundabout. The daylighting of the culvert under 220th Avenue SE (with closure of 220th Ave SE) would provide significant mitigation for lengthening the SE 254th Place culvert. Without this mitigation, the Army Corps permitting process will be harder to permit.

Environmental Impacts

Without the elimination of pavement on 220th Ave SE with its closure, the project would result in greater pollution generating impervious surfaces to mitigate. Additional trees and vegetation may also need to be cleared.

Grant Award

The City received and accepted a \$225,000 grant from the King County Flood Control District for daylighting the South Fork Jenkins Creek culvert under 220th Avenue SE adjacent to Witte Road (Resolution R-19-1938). The grant would have to be rescinded to keep 220th Ave SE open. Rescinding a grant may affect award of future grants.

Right-of-way

Additional right of way will need to be negotiated at each approach to accommodate a larger roundabout.

Design and Construction Costs

Additional and/or taller retaining walls will be needed to accommodate a larger roundabout. Additional cost will be reflected both in design, ROW acquisitions, permitting, and construction.

Attachment

1. Resolution R-19-1391 Approved by Council on October 28, 2019

CITY OF MAPLE VALLEY, WASHINGTON

RESOLUTION NO. R-19-1391

A RESOLUTION OF THE CITY OF MAPLE VALLEY, WASHINGTON, CONFIRMING DESIGN ELEMENTS TO BE INCORPORATED INTO PROJECT NO. T- 28B PHASE 2, WITTE ROAD IMPROVEMENTS.

WHEREAS, the City Council of the City of Maple Valley desires to improve Witte Road SE from SE 249th Place to SE 256th Street; and

WHEREAS, project specific goals were identified on the June 22, 2015 Regular City Council Meeting and included 1) a non-motorized multi-purpose facility on one side of Witte Road from SE 249th Place to SE 256th Street and 2) enhance traffic safety by improving the intersections of SE 254th Place and SE 256th Street which includes the elimination of the intersection of 220th Avenue SE at Witte Road.

WHEREAS, direction was given by the City Council at the April 15, 2019 Study Session to pursue design alternatives to reduce costs and achieve specific project goals in order to maintain project feasibility. Direction by the City Council was also given to design dedicated left turn pockets at the intersections of SE 254th Place and SE 256th Street; and

WHEREAS, on July 9, 2019, the City Council amended Professional Services Contract C-18-1472 through Resolution R-19-1330 to add scope of work and budget to complete the 100% design of the Witte Road Improvement Project from SE 249th Place to SE 256th Street; and

WHEREAS, on July 16, 2019, Public Works hosted a public open house to share the project scope and met with considerable public opposition to the closing of 220th Avenue SE at Witte Road; and

WHEREAS, Public Works completed a traffic study to analyze the closure of 220th Avenue SE at Witte Road which concluded that closure of the intersection of 220th Avenue SE was necessary to ensure safe pedestrian crossing and reduce speeds at 220th Avenue SE.; and

WHEREAS, the project has received a grant in the amount of \$225,000 from the King County Flood Control District to daylight the South Fork Jenkins Creek culvert under 220th Avenue SE and Witte Road.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MAPLE VALLEY, WASHINGTON, DO RESOLVE AS FOLLOWS:

Public Works shall incorporate the following design elements into the Witte Road Improvement T-28b Phase 2 Project:

1. Typical road cross section of two 10 to 11-foot travel lanes, 5-foot bike lanes on both sides, and a 5-foot sidewalk on the westerly side only.
2. Construction of left turn pockets only at high volume intersections on SE 256th Street and SE 254th Place.
3. Reduced center islands/medians.
4. Retaining walls on Witte Road SE.
5. Closure of 220th Avenue SE intersection at Witte Road SE.
6. Reconfiguration of intersection of SE 256th Street and 220th Avenue SE includes through travel for westbound SE 256th Street, yield control for 220th Avenue SE, and yield control for eastbound SE 256th Street.
7. Underground overhead power in a joint use trench.
8. Incorporate water relocation to be reimbursed by Covington Water District (previously approved by Resolution R-19-1483)
9. Obtain minimal permanent and temporary right-of-way easements.
10. Installation of new decorative City signature street lights.
11. Tree planters approximately every 100 feet to balance functionality and natural aesthetics along the roadway.
12. The culvert under 220th Avenue SE shall be removed to daylight South Fork Jenkins Creek and provide associated stream restoration (\$225,000 grant award acceptance recommended under Resolution R-19-1938).
13. Installation of Jenkins creek culvert under Witte Road (previously approved by Resolution R-19-1392).

PASSED BY THE CITY COUNCIL AT A REGULAR BUSINESS MEETING THEREOF ON THE 28th DAY OF OCTOBER 2019.

Sean Kelly, Mayor

ATTEST:

Shaunna Lee-Rice, City Clerk

APPROVED AS TO FORM:

Patricia Taraday, City Attorney



Date: July 13, 2020
To: Mayor Kelly and City Councilors
From: Laura Philpot, City Manager
Julie Hunsaker, HR/Risk Manager
Subject: Request for Promotional Position Reclassification due to Job Progression

The City Council is being asked to approve a promotional position reclassification request due to job progression with the established corresponding salary range for Conner Sauve. Conner has met all of the job progression requirements to promote from a Public Works Maintenance Worker I to a Public Works Maintenance Worker II.

Background and Discussion

In 2013 the Public Works/Community Development Director in conjunction with Human Resources established criteria which allows for a Public Works Maintenance Worker I to progress and promote to a Public Works Maintenance Worker II. This criteria has been updated, and continues to set forth the required years of experience, knowledge, skills and abilities that must be obtained and demonstrated in order to be eligible for promotion. The intent of the job progression criteria to promote opportunities to train, maintain and allow growth for Public Works Maintenance employees within their job classification family.

Recently, Conner Sauve has met and demonstrated all of the required Job Progression criteria making him eligible for a job progression promotion from PW Maintenance Worker I to a PW Maintenance Worker II.

Salary Schedule Amendment:

The **2020** Salary Schedule will be amended to reflect the reclassification of Conner Sauve's current position of Public Works Maintenance Worker I to that of Public Works Maintenance Worker II.

Fiscal Impact

The fiscal impacts for the remainder of **2020** are indicated below:

1) <u>Reclassification of Maintenance Worker I to Maintenance Worker II due to Job Progression:</u>	
<i>Current PW Maintenance I salary range:</i>	\$47,360 - \$59,926
<i>Current PW Maintenance II salary range:</i>	\$58,547 - \$74,080
* Conner Sauve's current salary:	\$52,710
* Connor Sauve's proposed PW Maintenance II Salary:	<u>\$60,245</u>
<i>Total Salary & Benefit Difference for remainder of 2020:</i>	<u>\$4,147</u>



Options

1. The Council could approve the staff's recommended promotional position reclassification with established corresponding salary range due to meeting the established job progression criteria.
2. The Council not could approve the staff's recommended promotional position reclassification with established corresponding salary range.

Recommended Option

The City Manager recommends approval of the proposed promotional reclassification of Conner Sauve's position as Conner has met and demonstrated all of the required years of experience, knowledge, skills and abilities to progress from a PW Maintenance Worker I to a PW Maintenance Worker II.

Motion to Adopt Ordinance

Move to adopt Ordinance No. O-20-702 providing for the promotional reclassification and established salary range for PW Maintenance Worker I, Conner Sauve to PW Maintenance Worker II effective immediately.

Recommended Action

Adopt Ordinance No. O-20-702 providing for the promotional reclassification and established salary range for PW Works Maintenance Worker I, Conner Sauve to Public Works Maintenance Worker II effective immediately.

Attachments

1. Ordinance No. O-20-702
2. Public Works Maintenance Worker II job description

CITY OF MAPLE VALLEY, WASHINGTON

ORDINANCE NO. O-20-702

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAPLE VALLEY, WASHINGTON, RECLASSIFYING THE PUBLIC WORKS MAINTENANCE WORKER I POSITION WITHIN THE PUBLIC WORKS DEPARTMENT TO THAT OF PUBLIC WORKS MAINTENANCE WORKER II, WITH THE SALARY RANGE COMMENSURATE WITH THE PUBLIC WORKS MAINTENANCE WORKER II CLASSIFICATION, AND AMENDING ORDINANCE NO. 18-655, BY AMENDING THE 2019-2020 SALARY SCHEDULE TO ADD THE RECLASSIFIED POSITION AND SALARY RANGE COMMENSURATE WITH THE CLASSIFICATION; PROVIDING FOR SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR CORRECTIONS.

WHEREAS, the Maple Valley City Council adopted Ordinance No. **18-655**, the 2019-2020 Biennial Budget (“Biennial Budget”), effective January 1, 2019; and

WHEREAS, Appendix “M” of the Biennial Budget entitled “Salary Schedule” sets forth job classifications along with their associated salary range; and

WHEREAS, the salary range of \$60,245 - \$76,229, commensurate with the reclassification entitled Public Works Maintenance Worker II, is currently within the Salary Schedule; and

WHEREAS, City staff have determined it appropriate to reclassify the Public Works Maintenance Worker I position based on successful completion the job progression criteria within the Public Works Department to Public Works Maintenance Worker II, and to reclassify the incumbent Public Works Maintenance Worker I to this classification effective immediately;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MAPLE VALLEY, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Amendment to the 2019-2020 Biennial Budget. Appendix “M” of the Biennial Budget entitled “Salary Schedule” as adopted by Ordinance **18-655**, shall be amended as follows:

An additional FTE shall be added to the classification entitled “Public Works Maintenance Worker II” with the associated salary range of \$60,245 - \$76,229 in the Salary Schedule.

Section 2. Severability. If any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, should be declared unconstitutional or otherwise invalid for any reason, or should any portion of this

ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 3. Effective date. A summary of this ordinance shall be published in the official newspaper of the City, and the ordinance shall take effect and be in full force five (5) days after publication.

Section 4. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules or regulations; or ordinance numbering and section/subsection numbering.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING
THEREOF ON THIS 13TH DAY OF JULY 2020.**

Sean P. Kelly, Mayor

ATTEST:

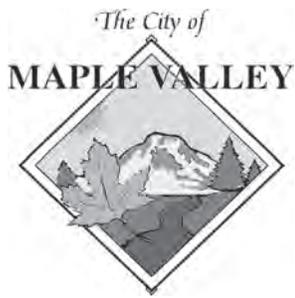
Shaunna Lee-Rice, City Clerk

APPROVED AS TO FORM:

Patricia Taraday, City Attorney

Date of Publication: July 17, 2020

Effective Date: July 22, 2020



POSITION DESCRIPTION

POSITION TITLE: *Maintenance Worker II*

DEPARTMENT: **Public Works**

REPORTS TO: **Infrastructure Maintenance Manager**

SALARY RANGE:

DESCRIPTION

Under the direction of the Infrastructure Maintenance Manager, perform a variety of skilled and semi-skilled duties in the maintenance and repair of street and surface water facilities including man-made and natural retention/detention systems and collection and conveyance systems, landscape maintenance and vegetation control, and set-up and removal of equipment for events. The Maintenance Worker II must demonstrate the proper and safe operation of a variety of heavy and light vehicles, specialized equipment, hand and power tools and able to perform manual labor. This is a full-time, FLSA non-exempt position.

ESSENTIAL JOB FUNCTIONS

The Maintenance Worker II shall:

- Plant, prune and maintain trees, shrubs, and other vegetation, maintain turf areas by mowing, edging, fertilizing, over-seeding, aerating, top dressing and removing thatch, as well as plan, develop and maintain planter beds and landscaped areas
- Install, repair and maintain irrigation systems
- Be responsible for placement, set-up, and removal of equipment for events
- Manually or using equipment, assist in excavation of trenches to proper grade and line, placement bedding and laying pipe and appurtenances; backfill and compaction of storm lines

- Assist in a variety of construction projects and duties such as building forms, mixing, pouring and finishing of concrete, removal and/or replacement of asphalt, concrete curb and gutters, and sidewalks
- Using hand tools, clean and repair catch basins, manholes, storm lines, retention/detention ponds, and vaults
- Perform vegetation control using hand, power, and riding machinery; application of chemicals to weeds, grass and insects
- Break and remove asphalt or other surfaces using air, electric, or hydraulic jackhammers, chipping guns, pick, shovel, etc
- Operate department vehicles in a proper and safe manner to transport personnel, materials, and miscellaneous equipment
- Perform routine maintenance and repair to division equipment and vehicles including maintaining filters, hoses, fuel, oil and other fluid levels
- Operate maintenance and construction equipment, including but not limited to, backhoe, dump truck, power mowers (riding or walk-behind), and other power and manual hand tools
- Assist in the clean-up of job sites
- Assist in the preparation and updating of a variety of division records and maps including diagrams of streets, manholes, catch basins, pipes, open channels, ditches and retention/detention facilities
- Perform asphalt work including installation of berms, patches, etc., associated with Public Works related Maintenance repairs
- Perform work in underground pipes, manholes, catch basins and vaults in accordance with OSHA safety regulations
- Remove litter and debris from roadsides, streams, and drainage facilities
- Work for extended periods of time and be on 24-hour call for emergencies such as flooding, system failures and snow and ice removal
- Perform other duties as assigned

CANDIDATE QUALIFICATIONS

Knowledge of:

- Cleaning and custodial function and practices as needed
- Methods, materials, tools and equipment used in surface water, and roadway maintenance and operations, and repair and construction service areas.

- Operation, use and care of hand and power tools and equipment used in general construction and maintenance work and grounds keeping.
- Operation of light and heavy vehicles and equipment.
- Appropriate health and safety practices, procedures and work hazards related to surface water maintenance activities.
- Basic record keeping techniques.

Demonstrated ability to:

- Assume a lead role with crews to ensure compliance with OSHA/WISHA standards and complete assigned tasks
- Perform a variety of responsible duties in the maintenance, repair, and construction of Public Works facilities
- Operate, service and make minor repairs to tools and equipment used in general maintenance and construction work
- Apply specialized chemicals to control vegetation, insects, etc.
- Perform skilled and/or semi-skilled tasks without close supervision
- Understand and follow oral and written instructions
- Meet schedules and timelines
- Establish and maintain effective working relationships with employees and the general public
- Be available to work and be on-call to respond to emergency situations such as flooding, hazardous spills and snow and ice control during other than normal work hours
- Perform heavy physical labor in all weather conditions
- Observe legal and defensive driving practices
- Physical ability to perform the essential job functions
- Positively and effectively interact with diverse individuals to accomplish a common goal

Education and Experience:

- High school diploma or equivalent
- 4 years experience in maintenance, repair and/or contracting required
- Previous public works, operations and maintenance experience in a municipality preferred

Special requirements:

- Must possess a valid Washington State Driver's License
- Possess a valid First Aid/CPR/AED Certification or obtain within three (3) months of employment
- Possess a valid Traffic Control/Flagging card or obtain within three (3) months of employment
- Possess a valid Public pesticide operator certification or to obtain within (6) months of employment
- Possess a Confined Space Entry card or obtain within one (1) year of employment

Physical requirements:

- Work is performed in both office and field environments and requires travel to a variety of locations to perform work
- Employee may be exposed to noise from basic office equipment operation, all weather conditions, traffic hazards, and conditions and hazards from obstacles and open trenches associated with construction sites
- May be required to enter tight and confined spaces by crawling, climbing or descending into the space
- Ability to lift up to 50 pounds
- Ability to walk or stand for 8 hours per day
- Ability to stoop, squat, twist and bend

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals to perform the essential functions of this position.



July 13, 2020

To: Mayor Sean Kelly and Councilors
From: Matt Torpey, Community Development Manager
Subject: **2020 Fee Schedule Update – Development Review Fees**

Background

The City has not updated fees related to development review since 1999. Given the long time period since the last update, inflation that has occurred over 20 years, and the need for the City at a minimum, to cover the costs of development review, staff recommends increasing development review fees.

Discussion

Included in the attached fee schedule are the proposed development review fees presented in ~~striketrough~~ and underline format. Staff proposes increasing the hourly review rate from \$100 to \$150; adding a fee for pre-application meetings varying between \$300 and \$400 depending on the number of staff required; increasing right-of-way fees from \$35 to \$225 and \$325 for franchise utilities; adding impact fees for Accessory Dwelling Units; increasing the counter fee from \$25 to \$75; and including a 4% technology fee on all permits to cover costs of software and computers used in development review. The adjustments to the development review fees were researched by staff as compared to other jurisdictions in King County and we are currently amongst the lowest fees in King County. The proposed adjustment would put us on average with the midpoint of our comparable jurisdictions.

Fiscal Impact

Based on the projected 2021 budget revenues, the increased development review fees would amount to approximately \$180,000 in increased revenue. The proposed technology fee would realize approximately \$49,000 in fees based on projected 2021 permit and plan review fees.

Recommendation

Staff recommends the City Council approve the increased fees and instruct staff to bring an adopting ordinance at the next Council meeting.

Attachments

1. Proposed 2020 Consolidated Fee Schedule

**City of Maple Valley
Consolidated Tax and Fee Schedule**

Authorization		
Reference	Date	Rate/Fee

Development Permits & Fees

Building Permits

2006 International Building Code MVMC 15.05.150 7/10/2007 Attachment A

Development Review Fees

MVMC 16.10.080 12/20/1999

Amendment: Adopted a new traffic concurrency fee MVMC 18.100.040 7/10/2000 Attachment A1

Development Review Fees include a Counter Service Fee and a Deposit. The fee and deposit amount depend on the type of development being reviewed as defined in Ordinance No. O-99-110. Staff time and direct costs are charged against the deposit at the approved hourly rate. Additional amounts are billed. Amounts not used are refunded.

Hourly Rate \$400150
Direct Charges Cost

	Counter Service Fee	Hours	Deposit
Process 1	<u>\$2575</u>	4	<u>\$400600</u>
Process 2	<u>\$5075</u>	6	<u>\$600900</u>
Process 3	\$100	15	<u>\$1,5002,250</u>
Process 4	\$200	25	<u>\$2,5003,750</u>
Process 5	No Charges		

Process 1 Building Permits First 2.5 hours are free Hourly Rate

Environmental Review Hourly Rate

Pre-Application Meetings \$300 for Fire, Planning and Engineering Services
\$400 if Building Services are Required

Accessory Dwelling Unit Building Permit and Plan Check Fee, 50% of the Park and Traffic Impact Fees

Technology Fee 4% of the Permitting, Plan Check, Plumbing and Mechanical Fees

Fire Impact Fees

O-16-600 9/26/2016 Attachment A2

A. The fee shall be calculated based on the formula set out in Attachment A2. B. Separate fees shall be calculated for single-family, multifamily, commercial/industrial, assisted care, hospital and medical facilities. For the purpose of this chapter, mobile homes and manufactured homes shall be treated as single-family dwellings and duplexes shall be treated as multifamily dwellings. C. The fee shall be calculated on a district-wide basis using the appropriate factors and data to be supplied by the district, as indicated in Attachment A2. D. The formula in Attachment A2 provides a credit where creditable mitigations are implemented or where voluntary agreements between the district and developer provide for fire facilities, fire facility sites or other related developer contributions which the district finds acceptable. F. The City may also impose an application fee to cover the reasonable costs of administration of the impact fee program.

Fire Admin Fee
Fire Impact Fee

\$65
Attachment A2

**City of Maple Valley
Consolidated Tax and Fee Schedule**

	Authorization		Rate/Fee
	Reference	Date	
Fire Marshal Plan Review & Inspection Fees			
Counter Service Fee	MVMC 16.10.050	2/26/2001	\$2575
Building Plan Review & Inspection Fee			
2006 International Fire Code	MVMC 15.05.140H	7/10/2007	
Fee applies to Process 1 building permits for which the Fire Marshal does building plan review. A Fire Marshal review is normally required for non single family residential permits and for special permits as required by the Fire Code. The Fire Marshal reviews each project and submits plan review time and an estimated inspection review time. Maple Valley Fire and Life Safety is paid at an hourly rate of \$90 per hour. City bills the inspected entity at the hourly inspection fee. Additional amount pays for non billable Fire Marshal time and City overhead.			
		Hourly rate	\$400 150
Grading Fees			
2006 International Building Code	MVMC 15.05.150	7/10/2007	Attachment B
	ORD O-04-271		
Right of Way and Site Restoration Security Devices			
Right-of-Way Permits	MVMC 12.15.780		\$352 75
			\$375
<u>Franchise Right-of-Way Permits</u>			
Hourly Inspection Fees			\$65 150
Appeal Fees			\$250
Performance Bonds	MVMC 18.90.040		
Based on total value of improvements as calculated from Security Quantity Worksheets			150%
Cash Deposits			
Based on total value of improvements as calculated from Security Quantity Worksheets			
Up to \$20,000 (minimum \$275)			5.0%
\$20,001 to \$50,000			4.0%
\$50,001 to \$100,000			3.0%
\$100,001 and up			2.5%
** Application Forms Available Online**			



July 13, 2020

To: Mayor Sean Kelly and Councilors
From: Tawni Dalziel, Public Works and Community Development Manager
Matt Torpey, Community Development Manager
Subject: **Department of Commerce 2020 Shelter Grant Program**

Background

The City has recently been notified by the Department of Commerce that participation in regional homeless shelter funding is available for the City of Maple Valley. Individual or joint applications are due no later than July 17th, 2020. For joint applications, funding approved by the state would be administered by the King County Department of Community and Health.

Discussion

If the City chooses to participate in a joint application, King County will receive \$152,515 as a portion of funding from Maple Valley for participating in the program. A total of nine cities in King County must apply by July 17th in order to pool our resources for a regional homeless shelter program. Federal Way is currently leading the process behind the pooling of resources under the State program with the focus of there being a facility located in the south King County area.

Fiscal Impact

There is no fiscal impact to participating in this program.

Recommendation

Staff recommends the City Council approve City participation in Department of Commerce Shelter Grant Program.

Attachments

1. Certificate of Participation with King County
2. Resolution R-20-1470

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July 13, 2020

The City of Maple Valley is a jurisdiction in King County, Washington with a population greater than 25,000 and is an eligible community applicant for Washington State Department of Commerce Shelter Grant Program funding.

This letter certifies that we support and are participating in the King County Joint Application being submitted to the Department of Commerce under the 2020 Shelter Grant program, with King County Department of Community and Human Services as the Lead Grantee Applicant.

Sincerely,

Laura Philpot
City Manager

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CITY OF MAPLE VALLEY, WASHINGTON

RESOLUTION NO. R-20-1470

A RESOLUTION OF THE CITY OF MAPLE VALLEY, WASHINGTON, AUTHORIZING THE CITY MANAGER TO ENTER INTO A JOINT APPLICATION WITH KING COUNTY AND OTHER CITIES TO POOL STATE FUNDING FOR A REGIONAL SHELTER PROGRAM

WHEREAS, the Washington State Department of Commerce offers the 2020 Shelter Grant program in which it intends for communities to use equitable and creative approaches to develop or expand shelter programs and bring participants to permanent housing quickly; and

WHEREAS, the City Council of the City of Maple Valley desires to assist those in need of shelter and other services; and

WHEREAS, the City Council desires to work with other King County jurisdictions to assist with homelessness issues; and

WHEREAS, the City's portion of Department of Commerce funds (\$152,515) will be pooled with other jurisdictions and be administered by the King County Department of Community and Health in a joint application; and

WHEREAS, there is no fiscal impact to the City of Maple Valley since funds are allocated by the Department of Commerce for the grant.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MAPLE VALLEY, WASHINGTON, DO RESOLVE AS FOLLOWS:

Section 1. Authorization. The City Manager is authorized to participate in a joint application with King County as the lead agency for the Department of Commerce 2020 Shelter Grant Program.

PASSED BY THE CITY COUNCIL AT A REGULAR BUSINESS MEETING THEREOF ON THE 13TH DAY OF JULY 2020.

Sean P. Kelly, Mayor

ATTEST:

Shaunna Lee-Rice, City Clerk

APPROVED AS TO FORM:

Patricia Taraday, City Attorney