

COUNCILMEMBERS

Position No.

1. Tod Gunther
2. John Kelly
3. Michelle Gehring
4. Joachim Pestinger
5. Nicola McDonald
6. Greg Hogan
7. Scott Drennen



ORTING CITY COUNCIL

Study Session Meeting Agenda
Orting Multi-Purpose Center
202 Washington Ave. S, Orting, WA
April 17, 2019
6PM.

CHAIR, DEPUTY MAYOR GREG HOGAN


1. CALL MEETING TO ORDER, PLEDGE AND ROLL CALL.

2. COMMITTEE REPORTS


Public Works

 *CM Drennen & CM Gunther*

Public Safety

 *CM Kelly & CM Pestinger*

Community and Government Affairs

 *CM McDonald & CM Gehring*

3. STAFF REPORTS

4. AGENDA ITEMS

A. AB19-16- Sign Code Update, Ordinance No. 2019-1041, Repealing And Replacing Orting Municipal Code Title 13, Chapter 7, Relating Development Regulation Of Signs

- *Mark Bethune*

B. AB19-27- Fee Schedule

- *Scott Larson*

C. AB19-28- Underwriter- New City Facilities.

- *Scott Larson*

D. AB19-29- Labor Negotiator.

- *Scott Larson*

E. AB19-30- 178th Waterline Bid Award

- *CM Drennen/CM Gunther/JC Hungerford*

F. AB19-31- Website Design and Maintenance Contract.

- *CM McDonald/CM Gehring*

5. ADJOURNMENT

Motion: To Adjourn.



**City of Orting
Council Agenda Summary Sheet**

Subject: Sign Code Update, Ordinance No. 2019-1041, Repealing And Replacing Orting Municipal Code Title 13, Chapter 7, Relating Development Regulation Of Signs		Committee	Study Session	Council
	Agenda Item #:	CGA	AB19-16	AB19-16
	For Agenda of:	3.7.19 4.11.19	2.20.19 4.17.19	
	Department: Planning/Administration			
	Date Submitted:	01/21/2019 Re-submitted 4/12/19		
	Cost of Item:	N/A		
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:	N/A			
Submitted By:	Emily Terrell, CGA Committee			
Fiscal Note:				
Attachments: Ordinance No. 2019-1041, & Exhibit A				
SUMMARY STATEMENT:				
<p>After approximately five years of work, at the January 7, 2019 regular meeting, the Planning Commission voted unanimously to recommend approval of the attached Sign Code Update. The Sign Code update amends the Sign Code to comply with recent court cases including the US Supreme Court case <i>Reed v. Town of Gilbert, Ariz.</i>, 135 S. Ct. 2218, 192 L.Ed.2d 236 (2015), and subsequent appellate cases. The Gilbert case requires all non-commercial speech (political, religious, opinion, etc.) to be regulated in a manner that is content free in accordance with the free speech provisions of the First Amendment of the US Constitution. This means these types of signs may be regulated based on location, size, materials and duration but not based on the author or message of the sign. The Ninth Circuit Court recently clarified these provisions with respect to commercial speech, which will be subject to intermediate rather than strict judicial scrutiny. Therefore, commercial signs may be regulated more strictly than non-commercial speech. The attached ordinance complies with both intermediate and strict scrutiny and provides for visually appealing signage while allowing an adequate number, size, location and duration of signs for commercial uses.</p> <p>The Council remanded the sign code to the CGA committee for potential revisions. The CGA committee met on 4/11/19 and made attached revisions.</p>				
RECOMMENDED ACTION: Move to the meeting on April 24th and have a Hearing so the public can make final comments.				
FUTURE MOTION: To Adopt Ordinance No. 2019-1041, Repealing And Replacing Orting Municipal Code Title 13, Chapter 7, Relating To Development Regulation Of Signs; Providing For Severability; And Establishing An Effective Date				

CITY OF ORTING
WASHINGTON
ORDINANCE NO. 2019-1041

**AN ORDINANCE OF THE CITY OF ORTING,
WASHINGTON, REPEALING AND REPLACING ORTING
MUNICIPAL CODE TITLE 13, CHAPTER 7, RELATING TO
DEVELOPMENT REGULATION OF SIGNS; PROVIDING
FOR SEVERABILITY; AND ESTABLISHING AN
EFFECTIVE DATE**

WHEREAS, the City of Orting is a non-charter optional municipal code city as provided in Title 35A RCW, incorporated under the laws of the state of Washington; and

WHEREAS, the City Council previously adopted regulations pertaining to the design, installation, alteration, relocation, maintenance, use, and removal of signs, codified at Chapter 13-7 of the Orting Municipal Code (OMC); and

WHEREAS, the City Council desires to update and amend OMC Ch. 13-7 in response to the U.S. Supreme Court's decision in Reed v. Town of Gilbert, Ariz., 135 S. Ct. 2218, 192 L.Ed.2d 236 (2015), and subsequent appellate cases, which clarified the law governing local government regulation of signage; and

WHEREAS, the City Council further desires to update OMC Ch. 13-7 so that the regulations are tailored to provide for the orderly development of land and use of property within its corporate limits; and

WHEREAS, the City Council also seeks to amend OMC Ch. 13-7 to ensure the regulations ensure the maintenance of the value of Orting's scenic beauty and rural charm, which are the keystones of the City's quality of life through a comprehensive regulatory program that includes restrictions on signs; and

WHEREAS, the City Council further seeks to adopt a new OMC Ch. 13-7 to update the City's regulations for the location, size, placement and certain features of signs, which are necessary to enable the public to locate goods, services and facilities in the corporate limits of the City and within its extraterritorial jurisdiction, to promote expression by sign while encouraging general community aesthetics and the attractiveness of the community and protecting property values therein; and

WHEREAS, the City Council seeks to amend OMC Ch. 13-7 to ensure the regulations promote the safety of persons and property by providing that approved signs promote and protect the public health, safety, comfort, morals and convenience; do not obstruct firefighting or police surveillance; and do not overload the public's capacity to receive information or increase the

probability of traffic congestion and accidents to vehicles or pedestrians by distracting attention or obstructing vision; and

WHEREAS, the City Council acknowledges that updated regulation of signage can enhance the economy and the business of the City by promoting the reasonable, orderly and effective display of signs, thereby encouraging tourism and increased communication with the public so that business and services may identify themselves; customers and other persons may locate a business or service; signs shall be compatible with their surroundings, appropriate to the type of activity to which they pertain and expressive of the identity of proprietors and other persons displaying signs; and

WHEREAS, the City Council further acknowledges that updated regulation of signage will likely protect the public welfare and enhance the appearance and economic value of the landscape by providing that signs do not interfere with scenic views and that they protect and preserve the unique and natural beauty of the City; do not create a nuisance to persons using the public right-of-way; do not create a nuisance to occupancy of adjacent and contiguous property by their brightness, size, height or movement; and are not detrimental to land or property values; and

WHEREAS, the Planning Commission held a duly noticed public hearing on the proposed new OMC Ch. 13-7 identified herein on January 7, 2019; and

WHEREAS, a draft version of this ordinance was submitted to the Washington State Department of Commerce for review on January 18, 2019; and

WHEREAS, the City Council has considered this ordinance, together with all public comment, and has determined that the proposed regulations are in accord with the Comprehensive Plan, will not adversely affect the public health, safety, or general welfare, and are in the best interest of the citizens of the City; and

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

Section 1. OMC Title 13, Chapter 7, Repealed. Orting Municipal Code Title 13, Chapter 7, is hereby repealed in its entirety.

Section 2. OMC Title 13, Chapter 7, Enacted. Orting Municipal Code Title 13, Chapter 7, is hereby enacted in the form stated in Exhibit A hereto, which is adopted by reference herein.

Section 3. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance and its Attachment, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 4. Codification of Ordinance and Attachments. The City Council authorizes the City Clerk to correct any non-substantive errors herein, codify the Ordinance and its Attachments, and publish the modified code.

Section 5. Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force on April 15, 2019.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE --
____ DAY OF _____ 2019.**

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Jane Montgomery, City Clerk

Approved as to form:

Charlotte A. Archer
Inslee, Best, Doezie & Ryder, P.S.
City Attorney

Filed with the City Clerk: 1.21.19

Passed by the City Council:

Date of Publication:

Effective Date:

**ORDINATING MUNICIPAL CODE
TITLE 13 – DEVELOPMENT REGULATIONS
CHAPTER 7 – SIGN REGULATIONS**

13-7-1	FINDINGS AND PURPOSE
13-7-2	DEFINITIONS
13-7-3	EXEMPTIONS
13-7-4	GENERAL REGULATIONS
13-7-5	PERMIT REQUIRED; ADMINISTRATION
13-7-6	PROHIBITED SIGNS; ALL ZONES
13-7-7	SANDWICH BOARD SIGNS
13-7-8	TEMPORARY SIGNS
13-7-9	LIMITATIONS ON PERMANENT SIGNS
13-7-10	SIGN VARIANCES
13-7-11	NONCONFORMING SIGNS
13-7-12	ABATEMENT OF ILLEGAL SIGNS
13-7-13	LIABILITY OF CITY
13-7-14	SEVERABILITY

13-7-1 FINDINGS AND PURPOSE:

A. Findings. The City Council finds as follows:

1. Signs are a means of personal free expression;
2. The use and display of signs is a legitimate use of public and private property, and is an integral part of the business and marketing functions of the local economy and serves to promote and protect private investments in commerce and industry, and is a necessary component of a commercial environment;
3. Signs can promote the efficient transfer of information by providing messages and information needed and sought by the public, allowing businesses and services to identify themselves; and, ensuring that customers and other persons may locate a business or service;
4. Easily read and properly designed and placed signage can be valuable to the public by assisting with way-finding, orientation, and decision making and therefore contribute in a positive way to the health, safety, and welfare of the public;
5. In the absence of regulation, the number of signs tends to proliferate, with property owners' desiring ever increasing numbers and sizes of signs, leading to cluttered and aesthetically blighted property and thoroughfares, and escalation in the size of signs erected by competing businesses;
6. The competition among competing sign owners for visibility of their signs contributes to safety hazards for both vehicles and pedestrians, and undermines the sign owners' original purpose of presenting a clear message of its idea or identification of its premises;

7. Persons exposed to signs can be overwhelmed by the number of messages presented, and may not be able to exercise freedom of choice to observe or ignore said messages, according to the observer's purpose;
8. Regulations restricting the size, material, construction, location and number of signs can create a pleasing environment for the entire community and enhance public safety;
9. Signs erected by the City are, in part, erected for the purpose of maintaining the public safety either through direct control of traffic or through provision of such type of signage as street signs which enable the traveling public to know where they are located and to find where they are going. With the exception of signs identifying government buildings and signs providing information on government-sponsored community events, virtually all government signs are erected purely for public safety purposes. Moreover, their use in the public right-of-way is necessary to ensure their visibility to the motoring public;
10. Public utility signs are frequently of the same nature as those signs erected by governmental entities in that they provide necessary information to safeguard the public from downed power lines and from street excavations. Even where signs serve a propriety purpose, such as identifying markings on utility poles, those signs are marked primarily for the purpose of benefiting the public generally through identification of locations where there may be temporary losses of power and identifying potential hazards;
11. Some signage has a single targeted function and identification of such signage by description is impossible without referring to its function. For instance, address numerals are used for the sole purpose of locating addresses, which is of benefit to persons looking for those addresses and is essential to public safety personnel responding to emergencies. Subdivision signs at the entrances to subdivisions favor a similar purpose in enabling both the traveling public and emergency personnel to quickly locate subdivision entrances for the purpose of either visitation or responding to emergency calls. While such signage is often referenced based upon the function it serves within the context of this ordinance, whenever possible, it is the intent of this ordinance to refer to signs unrelated to the content of the message provided;
12. Driver distraction is a significant cause of motor vehicle accidents leading to property damage and personal injury;
13. Signs visible from motor vehicles being driven upon streets in the City have a visual impact upon the drivers of those vehicles;
14. Signs can overwhelm the public, unduly distract and confuse motorists by diverting attention away from the roadway, and result in safety threats to vehicular and pedestrian traffic;

15. Signs can create traffic hazards by confusing or distracting motorists and pedestrians, or by impairing the driver's ability to see pedestrians, obstacles, or other vehicles, or to read traffic signs;
16. Brightly lit signs, electronic signs, and animated signs waste valuable energy, contribute to light pollution, produce hazardous glare, and create the potential for distracting or confusing motorists, thereby negatively impacting the health, safety, and welfare of the public. Further, digital billboards have the potential to distract drivers for a significantly longer time than non-digital billboards creating a greater potential for driver distraction;
17. Signs which are unregulated as to size, location and appearance can increase the level of distraction of motorists, interfere with early identification of traffic control devices, and hinder the smooth and safe movement of traffic;
18. Portable signs contribute to visual clutter and present distractions to drivers and pedestrian users of the public sidewalks, crosswalks and other pedestrian pathways;
19. Lightweight design and easy mobility of portable signs create a potential for extraordinary safety hazards. Portable signs are often placed in close proximity to public rights-of-way in order to optimally attract the attention of motorists. Such placement creates visual obstruction of oncoming pedestrian and vehicular traffic for motorists ingressing or egressing from a place of business;
20. Portable signs also have a tendency to be blown about in strong winds causing and creating visual clutter, obstruction of pedestrian and vehicular passage, safety hazards, and damage to landscaping;
21. Portable signs with electrical connections and components, if improperly maintained, pose a serious public safety hazard;
22. Improperly constructed and poorly maintained signs may be safety hazards that constitute a public health risk;
23. Moving signs are intended to distract the attention of drivers and pedestrians to call attend to the message on the sign and create a greater distraction to drivers and pedestrians than stationary signs of similar size and appearance;
24. Signs can constitute aesthetic harm by cluttering the rural landscape and highway corridors and adversely affecting the naturally scenic views and native environment;
25. Signs may conceal or obstruct windows, doors, or significant architectural features or details of buildings;
26. Signs can create a hazard due to collapse, fire, collision, decay or abandonment;
27. Signs can obstruct firefighting or police surveillance;

28. Signs can arbitrarily deny the use of the lines of vision from the public right-of way;
29. Regulation of signs can protect the public welfare and enhance the appearance and economic value of the City and protect or increase property values;
30. The regulatory standards set forth in this Code are consistent with customary use in this City and will properly carry out the purposes of this Code.

B. Purpose: This Chapter establishes regulations governing the installation, alteration, relocation, maintenance, use, and removal of signs in the City in a manner that recognizes the importance of signage for the economic well-being of businesses within the City while promoting a quality visual environment and protecting our views and vistas. These regulations are further intended to balance the need to protect the public safety and welfare, the need for a well-maintained and attractive community, the need for adequate identification, communication and advertising; and, to protect free expression.

Specifically, this Chapter seeks to accomplish the following:

1. Encourage commercial communication which is responsive to the needs of the public in locating a business establishment by identification address, product, and/or service information; and
2. Promote the enhancement of business and residential properties and neighborhoods by fostering the erection of signs complementary to the buildings and uses to which they relate and which are harmonious with their surroundings; and
3. To protect and enhance the visual character and identity of the community by the thoughtful placement and design of signs; and
4. To reflect and support the desired character and development patterns of the various zones of the City by requiring that signs, adhere to section 13-6-7 of this title pertaining to the architectural design style for the City. Section 13-6-7 of this title states that these regulations are intended to implement and further the comprehensive plan of the City by ensuring that all development in the mixed use-town center and mixed use-town center north, and all commercial and public development within the City limits, is designed to be consistent with the adopted architectural theme of "turn of the century: western or Victorian"; and
5. Ensure that signs, including indoor signs visible from streets or ways open to the public, do not create obstructions to motorists by interfering with sight lines or directional traffic signs or in any other way endanger the safety, health, or welfare of citizens and visitors to the City; and
6. To ensure that signs are designed, constructed, installed and maintained according to minimum standards to safeguard life, health, property and public welfare; and
7. To ensure that the constitutionally guaranteed right of free speech is protected by regulating signs in a content-neutral manner; and

8. To improve pedestrian and traffic safety; and
9. Eliminate clutter and visual distraction by ensuring signs are appropriate in size and relationship to the subject property, street frontage and building size; and
10. Allow sufficient flexibility and incentive for creative and innovative sign designs; and
11. Safeguard and enhance property values, attract new residents, and encourage orderly City development; and
12. Allow for limited temporary commercial signage in the public right of way, to provide a flow of truthful and legitimate commercial information to consumers to enable them to make vital decisions, particularly as it relates to the purchase of a home, and to further the critical public goal of providing for equal access to housing; and
13. Ensure consistency with the goals and policies of the Comprehensive Plan.

13-7-2 DEFINITIONS:

The following definitions shall apply to this Chapter:

ABANDONED SIGN: A sign that no longer correctly identifies, exhorts, or advertises any person, business, lessor, owner, product, or activity conducted or available on the premises where such sign is located and which has not been changed or removed within one hundred eighty (180) days of a tenancy change; or an on-premises sign which is damaged, in disrepair, or vandalized and not repaired within sixty (60) days of the damaging event.

ANIMATED SIGN: Any permanent sign that flashes or simulates motion with an electronic or manufactured source of supply or contains wind actuated motion (excluding flags or banners). Animated signs may include a sign that meets the definition for revolving signs, or changing message centers.

BANNER SIGN: A permanent sign constructed of a rectangular shape of fabric or other suitable material which is attached or suspended at two (2) ends or continuously across the long side. Attachment or suspension may be from buildings and/or poles. Flags, insignias, canopy signs, and posters are not considered "banner signs".

BILLBOARD SIGN: A large permanent sign which directs attention to a business, profession, product, activity, or service which is not conducted, sold, or offered on the premises where the sign is located. The approximate size of the billboard faces ranges from 12 to 14 feet in height and 24 to 48 feet in width.

CANOPY SIGN: Any permanent sign that is part of or attached to a canopy, or a non-rigid, retractable or non-retractable, protective covering located at the entrance to a structure.

CHANGING MESSAGE CENTER. An electrically controlled permanent sign that displays different copy changes on the same lamp bank which change at intervals of 30 seconds or greater.

Ord. No. 2019-1041, Exhibit A

CENTER, SHOPPING. A multi-tenant building with one or more stories used for retail and service uses with a shared building and/or parking area.

COPY: The linguistic or graphic content of a sign.

DIRECTIONAL SIGN: A permanent non-commercial sign used to direct pedestrian or vehicular traffic to a facility, service, or business.

DISPLAY CASE: A permanent, freestanding sign with changeable copy.

ELECTRICAL SIGN: A permanent sign or sign structure in which electrical wiring, connections, and/or fixtures are used as part of the sign proper.

EXTERNAL ILLUMINATED SIGN: A permanent sign illuminated by an external light source.

FAÇADE: The entire building front, or street wall face, including grade to the top of the parapet or eaves, and the entire width of the building elevation.

FESTOON (GARLAND): A temporary strip or string of lights or other decorations.

FLAG. A temporary sign composed of a fabric sheet of square, rectangular or triangular shape which is mounted on a pole, cable or rope at one (1) end, including by way of example and not limitation, feather flags, bow flags, flutter and such similar flags.

FLASHING SIGN: An electrical permanent sign or a portion thereof which changes light intensity in a sudden transitory burst, or which switches on and off in a constant pattern in which more than one-third of the non-constant light source is off at any one time.

FLOATING SIGN: A permanent sign that is air or gas filled that floats or has movement in the air.

FREESTANDING SIGN: A permanent sign, not attached to any building or structure, which is securely and permanently attached to the ground or a built-up landscaped area. The height of a freestanding sign shall be measured from the crown of the road adjacent to the location of the sign or from the ground at the base of the sign supports to the top of the sign, whichever is higher in elevation.

FRONTAGE: The measurement, in linear feet, of the length of the property line for a single-tenant building or length of leased building frontage for multitenant buildings or multibuilding complexes.

GRADE: The relative existing ground level in the immediate vicinity of the sign.

GOVERNMENT FLAG. Any flag or badge or insignia of the United States, State of Washington, Pierce County, or City of Orting.

HUMAN HELD SIGN: a person holding on to and exhibiting a sign to the public.

INCIDENTAL SIGN: A permanent sign, generally informational, that has a purpose secondary to the use of the property on which it is located, and which is used to do one or more of the following:

- A. Direct traffic flow, vehicular or pedestrian, i.e., "one-way", "crosswalk", "do not enter", etc.;
- B. Clearly indicates location of ingress and egress points, i.e., "entrance", "exit";
- C. Direct certain activities to certain areas, i.e., "parking", "no parking", "waiting", "loading", etc.; or
- D. Provide other similar incidental information, i.e., "no trespassing", "no hunting", "phone", "ATM", "no dumping", "no loitering".

INTERNAL ILLUMINATED SIGN: A permanent sign with an internal light source shining through the face of the sign. Exposed neon signs are internally illuminated.

MONUMENT SIGN: A permanent freestanding sign having the appearance of a solid base of landscape construction materials such as brick, stucco, stonework, textured wood, tile, or textured concrete that are harmonious with the materials of the primary structure on the subject property.

OFF-PREMISES SIGN: A sign relating, through its message and content, to a business activity, use, product or service not available on the premises upon which the sign is erected.

ON-PREMISES SIGN: A sign which carries a message and content incidental to a lawful use of the premises on which it is located, including signs indicating the business transacted, services rendered, goods sold or produced on the premises, name of the person, firm or corporation occupying the premises.

PERMANENT SIGN. Any sign which is intended to be lasting and is constructed from an enduring material such as masonry and metal which remains unchanged in position, character, and condition (beyond normal wear), and is permanently affixed to the ground, wall or building, provided the sign is listed as a permanent sign in the ordinance.

PORTABLE SIGN: A temporary sign made of any material, including paper, cardboard, wood or metal, which is capable of being moved easily and is not permanently affixed to the ground, structure or building. This also includes sidewalk or sandwich board signs. ~~except those worn by a person.~~

READER BOARD: A permanent sign face designed to allow copy changes either by manual or electronic means.

REAL ESTATE SIGN: Any temporary or permanent sign, which is used to offer property for sale, lease, or rent.

RESIDENTIAL DEVELOPMENT SIGN: A permanent sign which identifies a residential development upon which the sign is located.

REVOLVING SIGN: Any permanent sign that rotates or turns in motion by electrical or mechanical means in a circular pattern.

SANDWICH BOARD/SIDEWALK SIGN: A temporary portable sign consisting of two (2) sign faces hinged at the top and separated at the bottom to make it self-standing.

SEARCH LIGHT: An apparatus for projecting light: an apparatus for projecting a high intensity beam of light in any direction.

SIGN: Any writing, video projection, pictorial representation, number, illustration, decoration, flag, banner, pennant, emblem, or other device which is displayed for informational or communicative purposes. The term “sign” shall include the structure, including all associated brackets, braces, supports, lighting and wires, specifically intended for supporting a sign, whether the sign is free standing or attached or affixed to a building.

SIGN, COMMERCIAL. A permanent or temporary sign erected for a business transaction or advertising the exchange of goods and services.

SIGN HEIGHT: The vertical distance measured from the adjacent grade to the highest point of the sign, except the height of a freestanding sign shall be measured from the crown of the road adjacent to the location of the sign or from the ground at the base of the sign supports to the top of the sign, whichever is higher in elevation.

SIGN, NONCOMMERCIAL. Any permanent or temporary sign that is not a commercial sign. This definition also includes signs regarding fund raising or membership drive activities for noncommercial or nonprofit entities or groups **and political signs**

SIGN STRUCTURE: Any structure that supports or is capable of supporting any sign as defined in this Chapter. A sign structure may be a single pole or may or may not be an integral part of the building or structure.

TEMPORARY SIGN: Any sign, banner, pennant, or valance constructed of cloth, canvas, light fabric, cardboard, wallboard or other like materials. Any sign not permanently attached to the ground, wall or building, intended to be displayed for a short period of time only.

WALL SIGN: Any sign attached directly to and supported by the wall of a building or permanent structure.

13-7-3 EXEMPTIONS:

The standards and regulations set forth in this Chapter apply to all signs proposed for installation in the City, with the exception of the following:

- A. Historic site markers or plaques, gravestones, and address numbers not more than ten (10) inches in height;

B. Signs erected on public property by the state of Washington, the United States, the county of Pierce, or the City of Orting, displaying a public service message, or other regulatory, statutory, traffic control or directional message;

C. Plaques, tablets, or inscriptions indicating the name of a building, date of erection, or other commemorative information, which are an integral part of the building structure or are attached flat to the face of a structure or other natural surface, and do not exceed two (2) square feet in area;

D. Religious displays other than signs regulated by this Chapter;

E. A mural, defined as a one-of-a-kind, hand-painted, hand-tiled, or digitally printed image on the exterior wall of a building that does not contain any commercial message. Murals require a building permit from the City through the architectural design review process, OMC 13-6-7, prior to installation;

F. Signs displayed within the interior of any structure and not visible from streets or ways open to the public, except when such signs negatively impact public health and safety;

G. Incidental signs that do not exceed three (3) square feet in area;

H. Exterior signs bearing the name of the occupant of a dwelling unit, defined at OMC 13-2-5, not exceeding three (3) square feet in area;

I. Government flags;

J. Official or legal notices issued and posted by any public agency, as defined by law, or court; and

K. Public Notices of Development Applications required per OMC Ch. 15.

13-7-4 GENERAL REGULATIONS:

A. Conflict: Where regulations conflict within the provisions codified in this Chapter or with other ordinances, the most stringent regulation shall apply.

B. Visibility: No sign shall be erected that interferes with the visibility of traffic control devices or street name signs nor shall any sign be placed so as to cause visual obstruction of a public right of way.

C. Permanent Sign Structure and Installation: The structure and installation of all signs shall comply with this Chapter, Titles 13 and 10 of the OMC, and the latest adopted edition of the City's building code.

D. Architectural Details: Signs shall be located so as to complement the original architecture features and character of the building. Permanent signs are subject to the requirements of section 13-6-7 of this title. All signs may not cover or obscure important architectural details of a building such as stair railings, turnings, windows, doors, decorative louvers, or similar elements intended to be decorative features of a building design. All signs must appear to be a secondary and

complementary feature of the building facade. Wall signs must be located within architectural sign bands or other blank spaces which visually frame the sign. Blank wall sections above or between windows and doors, for example, may provide an effective location for signage. Signs hanging between pillars and archways may also be an effective design solution.

F. Owner Shall Maintain: All signs shall be maintained by the owner of the sign to show no signs of deterioration, including, but not limited to, rust, holes, discoloration, peeling paint, trash, or overgrowing weeds.

F. Illumination: All sign illumination shall be by indirect lighting and shall be lighted in such a manner that glare from the light source is not visible to pedestrian or vehicle traffic. Temporary signs shall not be illuminated.

G. Permanent Freestanding Signs: Permanent freestanding signs are considered structures for purposes of compliance with required setbacks. Landscaping shall be used in conjunction with all permanent freestanding signs and may utilize shrubs and plantings or decorative features such as concrete bases, planter boxes, or ornaments.

H. Ownership and Removal of Signs:

1. Private Property: The property owner or lessee is responsible for all signs on private property and compliance with this Chapter and all other applicable regulations. The property owner or lessee shall immediately remove all illegal, damaged, vandalized or abandoned signs. Signs on private property in violation of this Chapter shall be abated by the City pursuant to the process set out in this Chapter.

2. Public Right of Way: Except as otherwise provided in this Chapter, no permanent signs shall be placed in the public right of way. Temporary non-commercial signs may be placed in the public right of way with a permit issued by the City, ~~and with the permission of the immediately adjacent property owner~~ and are subject to the regulations set forth in this Chapter. The permittee shall remove permitted temporary sign(s) placed in the public right of way, pursuant to the terms of the permit. The City or its agents may summarily remove any sign placed in the right-of-way or public property in violation of the terms of this Chapter and is entitled to recover the costs of abatement from the permittee, in accordance with the process set out in this Chapter.

I. Directional Signs: On premises permanent directional signs not exceeding four (4) square feet in area may be permitted for each entrance or exit to a surface parking lot. Permanent directional signs may be permitted within the public right of way with the permission of the immediately adjacent property owner, pursuant to the permit process stated in this Chapter. Off premises permanent directional signs, whether on private or public property, shall only identify the facility or site and its distance and direction from the sign.

J. Sign Area Determinations:

1. Sign area for freestanding signs other than monument signs shall be calculated by determining the total surface area of the sign as viewed from any single vantage point, excluding support structures.

2. Sign area for letters or symbols painted or mounted directly on wall or monument signs shall be calculated by measuring the smallest single rectangle which will enclose the combined letters and symbols.

3. Sign area for signs contained entirely within a cabinet and mounted on a wall or monument shall be calculated by measuring the entire area of the cabinet.

4. Perimeter of all other signs shall be established by the smallest rectangle enclosing the extreme limits of the letter module or advertising message being measured.

K. Installation Prohibited:

1. No sign shall be installed, attached to, supported by or propped up against any utility pole, light standard, traffic sign, tree, fire hydrant, or any other public facility located within the public right of way.

2. No sign shall be mounted above the roofline and/or on the roof of a building.

13-7-5 PERMIT REQUIRED, ADMINISTRATION:

A. Permanent Signs - Permit Required: Except as otherwise provided in this Chapter, no permanent sign shall be erected, altered, or relocated within the City without a sign permit issued by the City of Orting Building Department, following submission, review and approval of the sign through the architectural design review process, set out in OMC 13-6-7. This Chapter shall not be construed to require any permit for the change of copy (**font design must conform to ADR's**) on any sign, nor for the repainting, cleaning, and other normal maintenance or repair of a sign or sign structure for which a permit has previously been issued, so long as the sign structure has not been modified in any way.

1. Application: A City sign permit application must be completed and submitted to the City Building Department, and shall include the following:

a. All plans and layouts for the proposed sign, including a drawn to scale site plan to be submitted to the City; and

b. Evidence of commercial general liability insurance with a responsible insurance company, licensed to do business in the state of Washington, properly protecting and indemnifying the City for injury to or death of persons and for property damage arising out of the presence of the permitted sign, including but not limited to a certificate or certificates of insurance, in a form acceptable to the City, and naming the City as an additional insured.

2. No sign permit shall be issued for any sign subject to design review and approval until such time as the sign has been approved pursuant to section 13-6-7 of this title.

3. Time Limitations: Sign permits authorized by the City of Orting Building Department shall expire within one hundred eighty (180) days, if the sign installation has not been completed and approved. If the sign installation has not been completed and approved

within that time period, the permit may be extended for a single period of up to one hundred twenty (120) days from the date of expiration of the initial permit, if the request for extension is made prior to the expiration date of the initial permit. Once the sign is installed and approved by the Building Department, the permit shall expire one (1) year from the date of issuance.

B. Temporary Signs – Permit Required: Except as otherwise provided in this Chapter, no temporary sign shall be erected, altered, or relocated within the City without a sign permit issued by the City of Orting. To obtain a permit, the permittee shall submit an application to the Cashier at City Hall, along with the proposed sign. ~~Once issued, the permit shall be affixed to the sign at all times the sign is displayed.~~ The permit shall state the permit's expiration, which shall be set in accordance with this Chapter.

13-7-6 PROHIBITED SIGNS, ALL ZONES:

The following signs are prohibited in all zones within the City:

A. Permanently constructed signs located in or projecting into the public right of way, unless otherwise provided in this Chapter;

B. Any sign attached to or placed on a vehicle or trailer parked on public ~~or private~~ property. The prohibition of this subsection does not prohibit the identification of a firm or its principal products on a vehicle operating during the normal course of business;

C. Signs which blink, flash, rotate, contain changing images or text that are electronically generated, or are animated by lighting in any fashion, or that are internally illuminated;

D. Signs which by coloring, shape, wording, or location resemble or conflict with traffic control signs or devices;

E. Off premises signs, signage on fencing, and commercial signs in primarily residential zones (RC, RU, RMF), except as specifically allowed in this Chapter;

F. Billboard signs;

G. Floating signs; and

H. Mannequins used for signage.

I. Human carried signs

13-7-7 SANDWICH BOARD SIGNS:

A. Sandwich board signs are a type of temporary sign permitted by the City in accordance with this Chapter but are subject to the permitting process for permanent signs, including architectural design review process stated at OMC 13-6-7. Applicants must provide all information required in OMC 13-6-7 and 13-7-5 to the City of Orting Building Department and must also provide the City

with proof of continuous liability insurance for any harm attributable to the sign in an amount established by the City at the time of permit issuance.

B. Sandwich board signs are allowed subject to the following restrictions:

1. Sandwich board signs are limited to thirty-six inches (36") in height and thirty inches (30") in width. They must be constructed of durable materials.

2. Sandwich board signs may be located on public sidewalks or adjacent areas in a manner so as to allow adequate pedestrian circulation allowing a minimum of three (3) feet of available sidewalk path, including safe and unconstrained access to parked vehicles. Sandwich board signs shall be placed adjacent to the sign owner's business or premises except when the applicant can demonstrate a need for placement up to one hundred feet (100') from the business or premises and with the permission of the immediately adjacent property owner(s).

3. No sandwich board sign shall be placed within thirty (30) feet of another sandwich board sign.

4. Under no circumstances may a sandwich board sign be placed on the portion of the public right of way upon which vehicles regularly traverse or park. No sign shall be placed in median strips, planter/traffic islands, or in the roadway, including on vehicles. The City shall determine, at its sole discretion, the approved location of sandwich board signs to ensure pedestrian safety and vehicle circulation. Sandwich board signs shall not be located within thirty feet (30') of street intersections or where they inhibit motorist sight distances.

5. No single business or other party shall site more than one sandwich board sign within the City.

6. Sandwich board signs may only be displayed during the hours the premises or business is open to the general public, provided non-commercial sandwich board signs may be placed in the public right of way for a maximum period of twelve (12) hours per each twenty-four (24) hour period.

7. Sandwich board signs that are not permitted or are otherwise out of compliance with this Chapter shall be abated by the City, pursuant to the process set out in this Chapter.

8. The sign owner shall maintain the sign in the condition originally approved.

9. **Sandwich board signs are not subject to the time limits as stated in 13-7-8 C-1-iii**

13-7-8 TEMPORARY SIGNS:

A. Temporary signs are allowed throughout the City, subject to the restrictions imposed herein and other relevant parts of this code. No temporary commercial or noncommercial sign shall be located on public property, or within public easements or street rights of way, except as otherwise provided in this Chapter. Except as otherwise provided in this Chapter, temporary signs shall be exempt from the architectural design review requirements of section 13-6-7 of this title.

B. Placement and Size.

1. No temporary signs shall be located within the center median of principal, minor, and collector arterials or within roundabouts, traffic circles, or islands, or within ten (10) feet from any intersection so as to preserve driver site visibility. No temporary signs over thirty-six (36) inches in height are permitted within 15 feet of a road or driveway.

2. Temporary signs shall not be illuminated.

3. Temporary signs shall not be attached to any utility pole, fence, building, structure, object, tree or other vegetation located upon or within any public right-of-way or publicly owned or maintained land.

4. Temporary signs shall not be erected without the permission of the owner of the property on which they are located, nor shall they be placed in such a manner as to obstruct or interfere with traffic or endanger the health or safety of people or endanger property.

C. Additional Regulations Specific to Temporary Commercial Signs.

1. General Commercial Signs.

i. No business or other party shall display more than two (2) temporary commercial signs simultaneously for no longer than thirty (30) continuous days.

ii. No two temporary signs may be closer together than thirty (30) feet.

iii. Temporary signs may be displayed for no more than six (6) 30-day periods, per sign, within a calendar year.

2. Construction: Development projects under construction shall be permitted to place one sign on each street frontage during the period of construction. The total area of all construction signs for each project shall not exceed thirty-two (32) square feet. No construction signs shall be placed until the City has issued a building permit for the project and the sign has been issued a Temporary Sign Permit.

3. Temporary Signs Placed on Property for Sale or Lease. Temporary signs placed on property for sale or lease are permitted, subject to the following:

i. Zones Permitted: Temporary signs placed on property for sale or lease shall be permitted in all zones except the public facilities, open space and recreation zones.

ii. On-Premises: Such signs shall be limited to one sign per street frontage not to exceed six (6) square feet in sign area per side, placed wholly on the property for sale. All temporary signs placed on property for sale or lease shall be removed within five (5) days of the final sale or rental.

iii. Off-Premises: During any time when a property for sale or lease is open for public viewing, one (1) sign per dwelling unit or property for sale or lease may be displayed:

- a. on private property, with the consent of the property owner; or
- b. in public rights-of-way, other than paved vehicular travel lanes, paved parking areas, sidewalks or pedestrian paths, driveway aprons and center medians.

4. Temporary signs advertising the sale of lots located within a planned development under construction shall be permitted; provided, that there shall be no more than one sign per entrance, and each sign shall be not greater than thirty two (32) square feet in area, no greater than eight feet (8') in height, and erected for no longer than a period of one year.

5. Sign Plan. At the time of submittal of an application for final planned development and/or plat approval, the applicant shall submit a sign plan which shall identify all proposed on-site and off-site locations, sizes, and designs for proposed temporary signs advertising the lots and/or houses. The sign plan shall also describe the applicant's responsibility for sign maintenance and removal, which shall be prepared in accordance with the terms of this Chapter. The approved sign plan shall be in force for one year unless an extension is granted by the City.

D. Additional Regulations Specific to Temporary Noncommercial Signs.

1. Temporary noncommercial signs on private property shall not exceed three (3) square feet in area.

2. Temporary noncommercial signs may be placed in the public right of way, subject to the following:

- a. The sign shall not exceed three (3) square feet in area;
- b. The sign shall not be displayed for longer than 180 days per calendar year;
- c. The sign shall be designed and constructed so as not to interfere with the sight distance of, or otherwise present a hazard to, motorists proceeding on or

approaching on adjacent streets, alleys, driveways, or parking areas, or of pedestrians proceeding on or approaching on adjacent sidewalks or pedestrian-ways, as determined in the City's sole discretion; and

d. There shall be a minimum of ~~300~~ **30** feet between each sign pertaining to the same noncommercial topic, organization, entity or person.

13-7-9 LIMITATIONS ON PERMANENT SIGNS:

A. Number, Type, Size, and Height Limitations: All permanent signs subject to regulation under this Chapter are subject to the following limitations upon number, height, size, and type:

Frontage On A Public Right Of Way In Feet	Number Of Signs Permitted	Type Of Signs Permitted	Total Aggregate Limit Of All Signs	Maximum Height Of Signs
Less than 50	2	Canopy, wall and under canopy	Maximum of 10% of square footage of building facade	Building sign shall not extend above the roofline. Projected signs and under canopy signs must provide a minimum 7'6" clearance from sidewalk
At least 50 but less than 100	2	Parapet signs, canopy, wall and under canopy	Maximum of 10% of square footage of building facade	Building sign shall not extend above the roofline. Projected signs and under canopy signs must provide a minimum 7'6" clearance from sidewalk
At least 100 but less than 200	2	Parapet signs, canopy, wall and under canopy	Maximum of 10% of square footage of building facade	Building sign shall not extend above the roofline. Projected signs and under canopy signs must provide a minimum 7'6" clearance from sidewalk
At least 200 but less than 300	3	Parapet signs, canopy, wall, under canopy	Maximum of 10% of square	Freestanding sign height shall not exceed 5 feet and building sign shall

		and freestanding	footage of building facade	not extend above the roofline. Projected signs and under canopy signs must provide a minimum 7'6" clearance from sidewalk
Greater than 300	3	Parapet signs, canopy, wall, under canopy and freestanding	Maximum of 10% of square footage of building facade	Freestanding sign height shall not exceed 8 feet and building sign shall not extend above the roofline. Projected signs and under canopy signs must provide a minimum 7'6" clearance from sidewalk

B. Retail Or Mixed Use Centers:

1. One freestanding monument sign shall be permitted for each street frontage of each center, subject to architectural design review and permitting under OMC 13-6-7 and OMC 13-7-11. The maximum sign area permitted is one hundred sixty (160) square feet for the total of all faces, and no one face shall exceed eighty (80) square feet. The maximum height of a monument sign shall be eight feet (8').

2. A maximum of thirty (30) square feet of sign area shall be permitted for each individual establishment in a center, subject to architectural design review and permitting under OMC 13-6-7 and 13-7-11. No combination of signs shall exceed ten percent (10%) of the facade to which they are attached.

C. Other Permitted Permanent Signs:

1. Permanent Residential Development Signs: One sign at each entrance into the development from each abutting street is permitted, subject to architectural design review and permitting under OMC 13-6-7 and 13-7-11. The sign may be a single sign with two (2) faces of equal size or may be two (2) single faced structures of equal size located on each side of the entrance. Sign faces shall not exceed thirty-two (32) square feet in area. Signs may be externally illuminated.

a. Development signs shall be maintained perpetually by the developer, the owner of the sign, the homeowners' association, or some other entity who is authorized in accordance with the permit.

2. Permanent Residential Home Based Business Signs: Home based businesses may display a limit of one sign. The sign shall be no more than six (6) square feet in size and requires a city permit. The sign will not require Architectural Design Review. The sign can be placed on the home or in the yard. If the sign is placed in the yard it must be at least one (1) foot away from sidewalks and/or the property line. The sign cannot be more than 3' high from the ground. No lighting allowed of any type. In neighborhoods with Home Owners Association Covenants and Restrictions, home based business signs may not be allowed.

D. Projected and Under Canopy Permanent Signs: Projected and under canopy signs are subject to architectural design review and permitting under OMC 13-6-7 and 13-7-11. A projected sign or under canopy sign may encroach within, upon or over the public right of way, including any public sidewalk, provided that, such sign meets the requirements of this Chapter, the proposed sign is designed and constructed so as not to interfere with the sight distance of, or otherwise present a hazard to, motorists proceeding on or approaching on adjacent streets, alleys, driveways, or parking areas, or of pedestrians proceeding on or approaching on adjacent sidewalks or pedestrian ways, and the sign meets the provisions of OMC 13-7-8.

13-7-10 SIGN VARIANCES:

Any person, business or entity seeking to utilize a sign that is not permitted pursuant to the regulations stated in this Chapter may seek a variance from these regulations. The planning commission reviews sign variance applications and determines if the variances are to be granted using the following criteria:

- A. The granting of the sign variance would not be materially detrimental to the property owners in the vicinity, and the variance sought is of minimum sign size, height, and scope to meet the conditions and needs of the applicant;
- B. The granting of the variance would not be contrary to the objectives of this Chapter and section 13-6-7 of this title;
- C. The signage of the property in question cannot be adequately met under the literal interpretation and strict application of this Chapter; and
- D. The granting of the variance is necessary because of special circumstances relating to property location, topography, shape, size, sight distance, and limited view to property.

13-7-11 NONCONFORMING SIGNS:

- A. For the purpose of this section, a "nonconforming sign" shall be defined as a sign that meets the following criteria:
 - 1. The sign was lawfully erected as evidenced by prior approval by the Planning Commission; and

2. The sign existed prior to the adoption and/or relevant amendment of these regulations, in the same location affixed in a permanent manner to the ground or the building without modification other than routine maintenance and repair; and

3. The sign is associated with an existing and operating business or activity; and

4. The sign fails to meet one (1) or more requirements of this Chapter.

B. All on site and off-site nonconforming signs not otherwise prohibited by the provisions of this Chapter, installed prior to the year 2000, shall be removed or altered to conform to the provisions of this Chapter when:

1. The nonconforming sign is of a temporary nature;

2. The nature of the business conducted on the premises changes and the sign is changed or modified either in shape, size, or legend;

3. The name of the business changes and the sign is changed or modified either in shape, size, or legend; or

4. The business is discontinued. In this event, the sign(s) and supporting structure(s) shall be removed by the property owner. If said sign(s) is not removed within the specified time period, the City may remove the sign and file a lien against the property to cover costs associated with said removal.

C. Nonconforming signs may not be enlarged or altered in a way which would increase nonconformity.

D. Should any nonconforming sign be damaged by any means to an extent of more than fifty percent (50%) of its replacement cost at time of damage, it shall not be reconstructed except in conformity with the provisions of this Chapter.

E. A nonconforming sign as defined by this section shall be deemed lawful subject to all requirements of this Chapter and this title with the following exceptions: (1) the requirement to obtain a sign installation permit; and (2) enforcement by the City for exceeding or violating limitations on size, shape, location or design imposed by this title.

13-7-12 ABATEMENT OF ILLEGAL SIGNS:

A. Public Nuisance Declared: Any sign that violates the provisions of this Chapter shall be deemed a public nuisance, and shall be abated in accordance with OMC 5-1-7, subject to the following:

1. If the sign is located on private property, the City shall notify the property owner of the existence of the public nuisance and shall direct the owner to remove the sign within ten (10) calendar days after the notice. Failure to remove the sign in accordance with the notice shall also constitute a civil violation, in accordance with OMC 1-13-6. The City

shall be entitled to recover all costs of abatement from the property owner, including attorney's fees and costs pursuing abatement for continued violations.

2. The City may remove signs which violate the provisions of this Chapter and constitute a public nuisance from public rights of way and public property, at any time. The owner of the sign, if known, shall be given written notice that the sign shall be destroyed if it is not claimed within ten (10) days of the notice. Failure to remove the sign in accordance with the notice shall also constitute a civil violation, in accordance with OMC 1-13-6. The City shall be entitled to recover all costs of abatement from the property owner, including attorney's fees and costs pursuing abatement for continued violations.

13-7-13 LIABILITY OF CITY:

This Chapter shall not be construed to relieve from or lessen the responsibility of any person owning, building, altering, constructing, or moving any sign in the City for damages to anyone injured or damaged either to person or property by any defect therein; nor shall the City, or any agent thereof, be held as assuming such liability by reason of a permit or inspection authorized herein or a certificate of inspection issued by the City or any of its agents.

13-7-14 SEVERABILITY

Should any section, paragraph, sentence, clause or phrase of this Chapter, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Chapter be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Chapter or its application to other persons or circumstances.



**City Of Orting
Council Agenda Summary Sheet**

Subject: Adoption of Revised City Fee Schedule, By Resolution No. 2019-09		Committee	Study Session	Council
	Agenda Item #:		AB19-27	
	For Agenda of:	N/A	04/17/19	04/24/19
	Department:	Finance/Administration		
	Date Submitted:	4/2/19		
	Cost of Item:	N/A		
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:	None			
Submitted By:	Scott Larson			
Fiscal Note: N/A				
Attachments: 2019 Updated Fee Schedule, Resolution No. 2019-09				
SUMMARY STATEMENT: The City hired a new contract planner earlier in the year, and one of the first things they were tasked with was reviewing the City’s planning fees. This fee schedule represents the revisions and additions as recommended by the new planner, as well as updates from the Building Department and the Public Works Department. The goal of all City fees is to recoup the City’s cost when the work is being done to benefit a private purpose.				
RECOMMENDED ACTION: Advance To Consent Agenda For The Council Meeting Of April 24th, 2019.				
FUTURE MOTION: To approve Resolution No. 2019-09, A Resolution Of The City Of Orting, Washington, Adopting Amended Fee Schedule For 2019; And Establishing An Effective Date.				

CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2019-09

**A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, ADOPTING AMENDED FEE SCHEDULE
FOR 2019; AND ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, the City of Orting is authorized under RCW 35A.11.020, 35A.63.100(2) and RCW 19.27.040 to require licenses for the conduct of business, permits for the construction of structures and improvements, and to impose fees to recoup the costs of processing and/or providing services; and

WHEREAS, the Orting Municipal Code (OMC), at various places, establishes the bases for the assessment and/or collection of such license, permit fees and service charges; and

WHEREAS, the City Council finds that the fee schedule attached hereto as Exhibit A sets forth fees and charges that are reasonable and necessary for the year 2019; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORTING, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. Adoption of Fee Schedule. The City of Orting hereby adopts the “2019 Amended Fee Schedule” as attached hereto, identified as Exhibit A and hereby incorporated in full by this reference, for fees associated with the various licenses, permit processes, and other business activities of the City.

Section 2. Severability. If any section, clause or phrase of this resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

Section 3. Corrections Authorized. The City Clerk is authorized to make necessary corrections to this resolution, including but not limited to correction of clerical errors.

Section 4. Effective Date. The fee schedule adopted by this resolution shall be effective upon its passage. An act consistent with the authority and prior to the effective date of this resolution is hereby ratified and affirmed.

**RESOLVED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF
ON THE 24TH DAY OF APRIL, 2019.**

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Jane Montgomery, City Clerk, CMC

Approved as to form:

Charlotte A. Archer
Inslee, Best, Doezie & Ryder, P.S.
City Attorney



CITY OF ORTING

FEE SCHEDULE

EXHIBIT A -RESOLUTION NO. 2019-09

ADMINISTRATIVE & PERSONNEL FEES	
Category	Fees
Annual Business License	
Business Licenses are obtained from the State of Washington through their licensing program. Business Licenses are required all businesses located within city limits, all business that perform work within city limits, home businesses, solicitors and non-profits.	
Businesses with under \$10K revenue	No Fee
Businesses with over \$10K revenue	\$ 50.00
Itinerant food vendor	\$ 250.00
Special Events	<i>See Park & Facility Rentals</i>
Public Records Request/Duplication	
Single Sided (8.5 x 11 & 8.5 X 17)	\$.15/page
Double Sided (8.5 x 11 & 8.5 X 17)	\$.30/page
Document Scan - Single sided (8.5 x 11 & 8.5 X 17)	\$.10/page
Document Scan - Double sided (8.5 x 11 & 8.5 X 17)	\$.20/page
Sizes beyond 8.5 x 17	Cost + 15% Administration fee
Deposit (may be required)	10% of estimated cost
IT Expertise Required (quoted)	Cost + 15% Administrative fee
Postage (letter or manila envelope)	Cost
Postage & Mailing Container	Cost + 15% Administrative fee
Verbatim Transcript (vendor service)	Cost + 15% Administrative fee
Electronic Record: email, cloud storage, or other electronic delivery system	\$.05/ every 4 electronic files & \$.10/gigabyte
Electronic Storage Device: thumb drive, flash drive, DVD, CD, or other electronic device	Cost + 15% Administrative fee
Certified Copy <i>(per document)</i>	\$1.00
Card Usage Fees (\$300 max sale)	
Debit Card	\$ 1.00
Credit Card	\$ 2.00
Passport Fee	
Passport Processing	\$ 35.00
Golf Carts (Electric)	
Golf Carts - Annual Fee	\$ 15.00
Rejected/Returned Payments	
Utilities	\$ 40.00
Parks & Rec	\$ 40.00
Municipal Court	\$ 40.00
Parking Fee	
Seasonal Parking (Fisherman parking Sep-Nov)	\$ 10.00
Gravel (2 yard max)	
Gravel <i>(per yard)</i>	\$ 15.00

Passed by the City Council _____

EXHIBIT A -RESOLUTION NO. 2019-09

Staff Hourly Rates	Per Hour Rates
City Administrator	\$ 80.00
City Treasurer	\$ 70.00
City Clerk	\$ 70.00
Finance Staff	\$ 50.00
Public Works Director	\$ 70.00
Public Works Maintenance Staff	\$ 40.00
Public Works Utility Staff	\$ 50.00
Police Chief	\$ 80.00
Police Clerk	\$ 40.00
Police Officer	\$ 70.00
Court Administrator	\$ 70.00
Court Staff	\$ 50.00
Building Official	\$ 75.00
Building Staff	\$ 50.00
Third Party Reviewers	Cost + 15% Administrative fee
Other Charges	
Lien Fees	Cost + 15% Administrative fee
Telephone Utility Tax	6% of Gross Sales
Franchise Fee	Per Contract
Peg Fees	Per Contract
Gambling Tax - Nonprofit	10% of net
Gambling Tax - For Profit	4% of Gross Sales
Stop Payment Fee	\$ 32.00
Returned Check Fee	\$ 40.00

Passed by the City Council _____

EXHIBIT A -RESOLUTION NO. 2019-09

BUILDING PLAN REVIEW AND PERMIT FEES	
Category	Fees
Architectural Design Review - Commercial & Multi-Family	
Exterior Paint Color(s)	\$ 50.00
Exterior Lighting Fixtures	\$ 50.00
Exterior Remodel of Building	\$ 250.00
Exterior Signage - Permanent, Sandwich Boards	\$ 50.00
New Construction Design	\$ 250.00
Work Performed Prior to Permit Approval	Double Permit Fee
Buildings Permit Fees - per I.C.C.	
*Building Permits & Fees are due at the time of building permit issuance.	
<i>If Valuation is Between:</i>	BARS #: Various
\$1 to \$500	Base Fee of \$75.00
\$501 to \$2,000	\$75 for the first \$500; plus \$3 for each additional \$100 or fraction thereof, up to and including \$2,000
\$2,001 to \$40,000	\$75 for the first \$2,000; plus \$11 for each additional \$1,000 or fraction thereof, up to and including \$40,000.
\$40,001 to \$100,000	\$487 for the first \$40,000; plus \$9 for each additional \$1,000 or fraction thereof up to and including \$100,000.
\$100,001 to \$500,000	\$1,027 for the first \$100,000; plus \$7 for each additional \$1,000 or fraction thereof, up to and including \$500,000.
\$500,001 to \$1,000,000	\$3,827 for the first \$500,000; plus \$5 for each additional \$1,000 or fraction thereof, up to and including \$1,000,000.
\$1,000,001 to \$5,000,000	\$6,327 for the first \$1,000,000; plus \$3 for each additional \$1,000 or fraction thereof, up to and including \$5,000,000.
\$5,000,001 and up	\$18,327 for the first \$5,000,000; plus \$1 for each additional \$1,000 or fraction thereof.

Passed by the City Council _____

EXHIBIT A -RESOLUTION NO. 2019-09

Residential (and Accessory) Building Valuation		
New construction, and remodels are valued per the most current version of the (ICC) International Code Council's Building Valuation Data for the specified occupancy.		
Private garages, storage buildings, green houses and similar structure shall be valued as Utility, Miscellaneous.		
Remodels are based in the table value from the ICC Building Valuation for the occupancy specified.		
Note: all footnotes from the Building Valuation Data as published by the ICC shall apply.		
Commercial Structures and Improvements Valuation		
New construction, and remodels, of all occupancies, are valued per the most current version of the (ICC) International Code Council's Building Valuation Data for the specified occupancy.		
Written Contractor's Bid or Engineer's Estimate of cost if not specified in the published Building Valuation Data.		
Remodels permit and plan review fees shall be based upon the valuation for the occupancy Group listed in the Building Valuation Data as published by the ICC.		
Miscellaneous Valuations		
Covered Decks/Carport	<i>(per square foot)</i>	\$ 30.00
Decks	<i>(per square foot)</i>	\$ 15.00
Retaining Walls		Valuation
**Retaining walls that are 4ft or less do not required a permit		
Single Family and Duplex Combination Building Permit Fees		
Combination Building Fees are required for each new single-family residential structure and		
Plumbing up to 3,000sf		15% of building permit
Plumbing over 3,000sf		15% of building permit
Mechanical up to 3,000sf		15% of building permit
Mechanical over 3,000sf		15% of building permit
Building Plan Review Deposit & Fee		
New Single-Family Homes		\$500 Deposit toward 65% of the Permit Fee
Detached Garage		\$100 Deposit toward 65% of the Permit Fee
Multi-family Project		\$1,000 Deposit toward the Permit Fee (formula below)
New Commercial Project		\$1,000 Deposit toward 65% of the Permit Fee
Expedited Plan Fee		Deposit (above) plus \$150
Plan Review Revisions	<i>(per Hour)</i>	\$ 75.00
Plan review fees for compliance to the Non-Residential Energy Code. (one (1) hour minimum charge)	<i>(per Hour)</i>	\$ 75.00
For Multi-Family construction; the plan review fee will equal to 65% of the permit fee or a rate of \$75/hour with a one-hour minimum, as determined by the Building Official. Multi-Family Plan Review Fees are payable upon Building Official notification. Includes up to two (2) review cycles.		
The Plan Review Deposit for Single-Family Residences, Multi-Family Projects and Detached Garages are due upon submittal of application. Includes up to two (2) review cycles.		

Passed by the City Council _____

EXHIBIT A -RESOLUTION NO. 2019-09

Manufactured Housing	
Manufactured Homes (without perimeter "concrete" foundation system)	\$ 600.00
Modular Home or Manufactured Home (with perimeter "concrete" foundation system)	\$ 700.00
MH Title Elimination	\$ 100.00
MH Runners/Tie downs	\$ 200.00
State Building Code Fee	
Residential SFR Fee	\$ 6.50
Multi-family Fee - per unit	\$ 6.50
Commercial Fee	\$ 25.00
Flood Elevation Certificate Review	
FEMA Letter of Map Amendment (SFR/1 Unit)	\$ 250.00
Miscellaneous Permit Fees	
Backflow/Irrigation Permit	\$ 75.00
Foundation Only	Valuation
Residential Roofing - Tear Off and Re-roof	Valuation
Commercial Roofing- based upon the Contractor's Bid or Engineer's Estimate, or by valuation of the project, whichever is greater. Additionally, IFC and IBC plan check fees may apply.	Valuation
Below Ground Tank Removal/Abandonment	\$ 150.00
Addressing Fee	\$ 175.00
Large Scale Copies (Plans- DRE 24x36)	Cost + 15% Administrative fee
Structures or work requiring permits for which no fee is specifically indicated, signs, pools, etc., will be valued utilizing submitted written contractor's bid or engineer's cost information, or closest related item for which a fee is determined. A minimum fee of \$75.00 will be assessed, or adjusted fee assigned at the discretion of the Building Official.	
Fuel Tank installation, or removal, permit fees will be valued per the written Contractor's Bid or Engineer's Estimate, or will be a minimum base fee of \$225.00 , whichever is greater. Additionally, IFC and IBC plan check fees may apply.	
Change in Commercial Tenant Applications - Additionally, IFC and IBC plan check fees may apply.	Valuation
Mobil Commercial Vendors. A separate plan review fee and building permit fee will be charged for additional structures, such as landings, ramps, etc.	\$ 500.00
Modular structures placed on permanent foundation system. A separate plan review fee and building permit fee will be charged for additional structures, such as landings, ramps, etc.	Valuation
Fence Permit - Commercial	\$.50 per linear foot - with \$75 minimum
Technical Fee- Per Building Permit	\$5.00
International Fire Code/Associated Fees	
Plan review for fire code compliance of building plan review shall be established at 50% of the IBC plan review fee or a rate of \$75/hour with a one hour minimum (whichever is greater)	Valuation

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EXHIBIT A -RESOLUTION NO. 2019-09

Fire related reviews and site visits for large lot short Plat/subdivisions are based on the cost.	Cost + 15% Administrative Fee
Automatic Fire Alarms - Fees assessed based upon submitted Contractor Bid and the Building Valuation schedule.	Cost + 15% Administrative Fee
Fixed Fire Suppression - Fees assessed based upon submitted Contractor Bid and the Building Valuation schedule.	Cost + 15% Administrative Fee
Automatic Sprinklers - Fees assessed based upon Building Permit Valuation schedule or upon submitted Contractor Bid at the discretion of the Fire Marshal.	Cost + 15% Administrative Fee
Fire Apparatus Road Review	Cost + 15% Administrative Fee
Fireworks Related Fees - Local Permit and License Fees (Limits pursuant to RCW)	
Retail Fireworks Stand Permit: \$100.00 for one retail sales permit per fireworks stand in a year. Cost includes processing, permit and Inspections.	
Public Fireworks Display Permit: \$250.00 minimum permit fee and minimum 1/2 hour plan review or the total hourly cost to the jurisdiction, whichever is greater. This cost shall include an hourly cost plus a 15% overhead fee for administrative costs. In no case shall total costs total more than \$5,000 for any one display permit.	
Inspections Beyond Review Cycles (per Trip)	
Site Inspection/Investigation	\$ 75.00
Final Inspection/Expired Permit	\$ 75.00
Re-inspect Fee on 2nd Re-Inspection	\$ 75.00
Third Party Review	
Geotechnical/Stormwater Review	Cost + 15% Administrative Fee
Appeals of Administrative Decisions	Cost + 15% Administrative Fee
Land Use Prosecutor/Deputy Prosecutor and or Legal Consultation Fee	Cost + 15% Administrative Fee
Any other Expedited or Third Party Review Fees	Cost + 15% Administrative Fee
Mechanical Permits & Fees - Multi-Family (3 or more units) and Commercial	
Basic permit fee plus itemized fees below:	\$ 75.00
Heating and AC System or Air Handling Unit including ducts and vents	\$ 75.00
Boiler or Compressor - Residential	\$ 75.00
Boiler or Compressor - Commercial	\$ 75.00
Commercial Refrigeration	\$ 75.00
Ventilation/Exhaust Fan - Residential	\$ 75.00
Ventilation/Exhaust Fan - Commercial, except as covered above in Heating or AC System above	\$ 75.00
Commercial Hood, per mechanical exhaust and including ducts	\$ 75.00
Incinerator - installation or relocation	\$ 75.00
Appliance not otherwise covered	\$ 75.00
Fuel Gas Piping - Each system of 1-4 outlets	\$ 75.00
Fuel Gas Piping - Each additional outlet over 4 outlets	\$ 75.00

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EXHIBIT A -RESOLUTION NO. 2019-09

Plumbing Permits & Fees - Multi-Family (3 or more units) and Commercial		
Basic permit fee plus itemized fees below:	\$	75.00
Per plumbing fixture or set of fixtures on one trap	\$	75.00
For meter to house service	\$	75.00
Fuel Gas Piping - Each system of 1-4 outlets	\$	75.00
Fuel Gas Piping - Each additional outlet over 4 outlets	\$	75.00
Per Drain for rainwater systems	\$	75.00
Per Lawn Sprinkler System, includes backflow prevention	\$	75.00
Per fixture for repair or alteration of drainage vent or piping	\$	75.00
Per vacuum breaker or backflow protection device on tanks, vats, etc.	\$	75.00
Per interceptor for industrial waste pretreatment	\$	75.00
Medical Gas Piping - Each gas piping system of 1-5 outlets	\$	75.00
Medical Gas Piping - Each additional outlet over 5 outlets	\$	75.00
Demolition Permit		
Demolition Permit - Single Family Residential and Duplex	\$	300.00
Demolition Permit - Commercial and Multi-family	\$	500.00
Grade and Fill Plan Review Fees		
In addition to the license fees, a grading/drainage plan review fee is charged for all grading licenses requiring plan review. Before accepting a set of plans and specifications for checking, the Building Official or City Engineer shall collect a plan checking fee.		
50 cubic yards or less	\$	125.00
51-100 cubic yards	\$	240.00
101-1,000 cubic yards	\$	500.00
1,001-10,000 cubic yards	\$	750.00
10,001-100,000 cubic yards	\$	1,000.00
1001,000 cubic yards and up	\$	1,200.00
Disturbed Area for erosion control (per Square yard) - No import/export	\$	0.10
Grade and Fill License Fees (Fees shall be based on the volume of the excavation and fill)		
50 cubic yards or less	\$	25.00
51-100 cubic yards	\$	50.00
101-1,000 cubic yards	\$	75.00
1,001-10,000 cubic yards	\$	125.00
10,001-100,000 cubic yards	\$	200.00
100,001 or more cubic yards	\$	500.00

EXHIBIT A -RESOLUTION NO. 2019-09

ORTING CEMETERY		
Category	Fees	
Lots		
Full Sized Resident	\$	1,440.00
Full Sized Non-Resident	\$	1,580.00
Cremaains Resident	\$	525.00
Cremaains Non-Resident	\$	575.00
Child Sized Lot	\$	254.00
Columbaria		
Resident	\$	500.00
Non-Resident	\$	500.00
Concrete Liners (plus current state tax rate)		
Adult Grave Liner	\$	500.00
Child Grave Liner	\$	400.00
Cremaains Grave Liner	\$	200.00
Opening & Closing Costs		
Adult Liner	\$	700.00
Adult Vault	\$	850.00
Cremaains	\$	400.00
Child Liner	\$	232.00
Child Vault	\$	232.00
Disinterment		
Adult	\$	3,500.00
Child	\$	1,232.00
Marker Setting Fees		
Flat Marker	\$	300.00
Resetting Fee	\$	185.00
Other Charges		
Set Up Fee	\$	75.00
Saturday Service	\$	500.00
Vase Setting	\$	84.00
Weekday Overtime	\$	125.00
	<i>(per hour)</i>	

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EXHIBIT A -RESOLUTION NO. 2019-09

GENERAL FACILITY CHARGES & IMPACT FEES		
Category	Fees	
General Facility Charges		<i>(per *ERU)</i>
Water - General Facility Charges - Inside/ Outside City Limits	\$	4,264.97
1% Water Facility Enhancement Surcharge	\$	42.65
Sewer - General Facility Charges - Inside/ Outside City Limits	\$	9,168.73
1% Wastewater/Sewer Facility Enhancement Surcharge	\$	91.69
Storm - General Facility Charges - Inside City Limits Only	\$	1,022.56
1% Stormwater Surcharge	\$	10.23
Impact Fees		
Park Impact Fee	\$	830.00
Transportation Impact Fee <i>(per PM Peak Hour Trip)</i>	\$	2,149.00
School District Impact Fees		Set by and paid to the Orting School District
Single Family Residence <i>(per Unit)</i>	\$	3,770.00
Multi-Family Residence <i>(per Unit)</i>	\$	2,000.00

*ERU - Equivalent Residential Unit

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EXHIBIT A -RESOLUTION NO. 2019-09

LAND USE	
The City may charge and collect fees from any applicant to cover costs incurred by the City in the review of plans, studies, monitoring reports and other documents to ensure code compliance, to mitigate impacts to critical areas and for all code-required monitoring.	
The applicant shall pay the following Land Use Review Deposit to cover third party review and Administrative expenses. These fees are billed at cost for time and materials from third party reviewers plus a 15% administrative fee.	
Fees and deposits are charged per permit type needed and are cumulative.	
If the initial deposit is expended prior to the completion of project approval, the City will collect either an additional deposit in the amounts below, or an amount as estimated by the staff as needed to complete project review. Any fees not expended will be returned to the applicant.	
Category	Deposit
Annexation, Comprehensive Plan Amendments & Rezones	
Annexation	\$ 2,000.00
Code Text Amendment	\$ 300.00
Comprehensive Plan Map or Text Amendment - including rezones (each)	\$ 2,000.00
Conditional Use Permits, Development Agreements, Site Plans & Special Use Permits	
Conditional Use Permit	\$ 1,500.00
Development Agreement	\$ 1,500.00
Site Plan Review - Minor	\$ 500.00
Site Plan Review - Major	\$ 1,500.00
Special Use Permit	\$ 2,000.00
Hearings and Appeals	
Appeal of Hearing Examiner's Decision, Administrative Decision or Environmental Decision	\$ 750.00
Hearing Examiner Review	\$ 1,000.00
Environmental Review	
Critical Areas Review - for those projects that propose impacts to critical areas, billed at the cost of contract biologist's review	\$ 500.00
SEPA Environmental Checklist Review and Determination	\$ 1,000.00
Environmental Impact Statement - includes coordination, review and appeal of draft and final EIS	\$ 3,000.00
Pre-Application Meeting	
Short Plat and Boundary Line Adjustments	\$ 250.00
All Others	\$ 500.00
Plats, Cottage Housing, Developers Agreements and Planned Unit Developments	
Binding Site Plan	\$ 1,800.00
Boundary Line Adjustment	\$ 500.00
Short Plat	\$ 1,400.00
Preliminary Plat	\$ 4,000.00

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EXHIBIT A -RESOLUTION NO. 2019-09

Final Plat, PUD or Binding Site Plan	\$	500.00
Cottage Housing Development	\$	1,500.00
Plat Alteration - Minor	\$	500.00
Plat Alteration - Major	\$	1,000.00
Plat Vacation	\$	300.00
Planned Unit Development	\$	4,000.00
Shorelines		
Shoreline Substantial Development Permit	\$	1,000.00
Shoreline Conditional Use Permit	\$	1,500.00
Shoreline Variance	\$	1,500.00
Variances (except Shoreline)		
Variances (Subdivision, Environmental, Zoning, Flood)	\$	1,200.00
Variances Noise	\$	100.00
Variances Sign Code	\$	250.00
Zoning Compliance Letter	\$	400.00
Home Occupation Permits	\$	250.00

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EXHIBIT A -RESOLUTION NO. 2019-09

PARKS & FACILITY RENTALS	
Category	Fees
Recreation Programs	
Cost + 15 % Administrative Fee	
Gazebo and/or Barbeque Pit Rental	
Resident	\$ 30.00
Non-Resident	\$ 60.00
Nonprofit	\$ 20.00
MPC Facility - Rental	
Resident: M-F	\$ 150.00
Resident: Weekend	\$ 200.00
Resident: Weekend 1/2 day (max 4 hrs.)	\$ 100.00
Non-Resident: M-F	\$ 200.00
Non-Resident: Weekend	\$ 250.00
Non-Resident: Weekend 1/2 day (max 4 hrs.)	\$ 125.00
Non-Profit: M-F	\$ 20.00
Non-Profit: Weekend	\$ 100.00
Non-Profit: Weekend 1/2 day (max 4 hrs.)	\$ 50.00
Orting Station - Rental	
Residents	\$ 100.00
Non-Residents	\$ 200.00
Non-Profit	\$ 50.00
Deposits	
Gazebo, BBQ, Orting Station	\$ 50.00
MPC w/ Alcohol Served: Banquet Permit Required	\$ 300.00
MPC Resident	\$ 150.00
MPC Non-Resident	\$ 150.00
MPC Non-Profit	\$ 150.00
Gratzer & Calistoga Parks-	
Per Hour Rates- Minimum 2hr. charge for all rentals	
Youth Resident	\$ 20.00
Youth Non-Resident	\$ 24.00
Youth Non-Profit	\$ 10.00
Adult Resident	\$ 28.00
Adult Non-Resident	\$ 34.00
Adult Non-Profit	\$ 14.00
Gratzer & Calistoga Parks - Tournament Rates	
1-Day Resident	\$ 300.00
1-Day Non-Resident	\$ 375.00
1-Day Non-Profit	\$ 200.00
1-Day Holiday Resident	\$ 500.00
1-Day Holiday Non-Resident	\$ 585.00
1-Day Holiday Non-Profit	\$ 250.00
2-Day Resident	\$ 600.00
2-Day Non-Resident	\$ 720.00
2-Day Non-Profit	\$ 300.00

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EXHIBIT A -RESOLUTION NO. 2019-09

2-Day Holiday Resident		\$ 725.00
2-Day Holiday Non-Resident		\$ 875.00
2-Day Holiday Non-Profit		\$ 375.00
Gratzer & Calistoga Parks - Additional Items		
Game Prep: Dragging, Lining & Bases	<i>(per Prep)</i>	\$ 25.00
Portable Mounds	<i>(per Day)</i>	\$ 25.00
Deposits		
Special Event Permit		\$ 200.00
Vendor Blanket Permit		\$ 100.00
Vendor 1-Day Event Permit		\$ 25.00
City Service: 1 Public Works Employee	<i>(per Hour)</i>	\$ 50.00
City Service: 1 Police Officer	<i>(per Hour)</i>	\$ 75.00
City Service: 1 Dumpster		\$ 20.00
City Service: 2 Porta Pottys		\$ 150.00
City Service: Elec/Spider Boxes		\$ 50.00
City Service: Barricades/Cones/Signs		\$ 50.00
City Service: Street Sweep	<i>(per Hour)</i>	\$ 150.00
City Service: Portable Trailer Sign	<i>(per trailer, per day)</i>	\$ 50.00
City Service: Banner at Leber		\$ 35.00
City Service: Banner at Key Bank Sign		\$ 35.00
UTILITIES & STREETS		
Category		Fees
Water Disconnect/Meter Removal		
Residential - Inside City Limits		\$ 100.00
Residential - Outside City Limits		\$ 200.00
Commercial - Inside City Limits		\$ 200.00
Commercial - Outside City Limits		\$ 300.00
Sewer Connect Fee		
Residential - Inside City Limits		\$ 100.00
Residential - Outside City Limits		\$ 200.00
Commercial - Inside City Limits		\$ 200.00
Commercial - Outside City Limits		\$ 300.00
Sewer Disconnect Fee		
Residential - Inside City Limits		\$ 100.00
Residential - Outside City Limits		\$ 200.00
Commercial - Inside City Limits		\$ 200.00
Commercial - Outside City Limits		\$ 300.00
Bulk Water Use		
Hydrant Permit		\$ 100.00
Hydrant Damage Deposit		\$ 1,500.00
Fee for Opening Hydrant (without permit)		\$200 + cost of water
Water Hookup Fees (includes meter)		
Inside City Limits		\$ 475.00
Outside City Limits		\$ 515.00

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EXHIBIT A -RESOLUTION NO. 2019-09

Wastewater Hookup Fees		
Inside City Limits	\$	460.00
Outside City Limits	\$	506.00
Backflow/Irrigation		
Backflow Inspection	\$	25.00
Penalties		
Late Payment Fee - 1st Due Date	\$	10.00
Late Payment Fee - 2nd Due Date before Shut Off	\$	50.00
Misc. Fees		
Meter Padlock Removal Penalty	\$	35.00
Side Sewer on 2nd Re-Inspection	\$	75.00
Final Sewer on 2nd Re-Inspection	\$	75.00
Water Meter Drop 2nd Re-Inspection	\$	75.00
Water Meter Removal	\$	200.00
After Hours Emergency Water Shut Off (2hr call out)	\$	150.00
Property Inspection (water on/off) - Beyond 1st request for same property	\$	50.00
Streets		
Street Opening Permit		\$50 + 5% project cost
Street Sweeping	<i>(per Hour)</i>	\$ 150.00

***Water, Sewer & Storm Water Monthly Rates: See Utility Rates on City Website.**



**City Of Orting
Council Agenda Summary Sheet**

Subject: Underwriter for City Hall Construction		Committee	Study Session	Council
	Agenda Item #:	N/A	AB19-28	
	For Agenda of:	N/A	4/17/19	4/24/19
	Department:	Administration		
Date Submitted:	April 8, 2019			
Cost of Item:	<u>N/A</u>			
Amount Budgeted:	<u>N/A</u>			
Unexpended Balance:	<u>N/A</u>			
Bars #:	N/A			
Timeline:	N/A			
Submitted By:	Scott Larson			
Fiscal Note: We will determine how the fee will be paid once we determine what the structure of the financing will be.				
Attachments: DA Davidson Proposal, DA Davidson Engagement Letter				
SUMMARY STATEMENT: The City completed an RFP for Private Placement/Underwriter services for financing construction of the new City Hall. DA Davidson was the only respondent to the RFP. DA Davidson has extensive experience helping local governments raise money for various projects. DA Davidson will also help the City determine what the structure of the financing package will look like as details related to cost and timing become clear. At this time we are only agreeing to move forward with selecting a firm to assist us in the underwriting phase, no money will be borrowed without explicit council action.				
RECOMMENDED ACTION: Move approval of engagement letter to Consent Agenda for the meeting of April 24 th 2019.				
FUTURE MOTION: To Approve DA Davidson to serve as Placement Agent/Underwriter for the City.				



April 1, 2019

City of Orting, WA
Attention: Mr. Scott Larson, Treasurer
110 Train Street SE
PO Box 489
Orting, WA 98360

Re: Placement Agent/Underwriter Engagement Letter

On behalf of D.A. Davidson & Co. (“we” or “Davidson”), thank you for the opportunity to serve as placement agent/underwriter for City of Orting, WA (the “Issuer”) on the Issuer’s proposed issuance of Limited Tax General Obligation Bonds, 2019 (the “Bonds”). This letter will confirm the terms of our engagement.

I. Services to be Provided by Davidson. The Issuer hereby engages Davidson to serve as the placement agent/underwriter of the Bonds, and in such capacity Davidson agrees to provide the following services:

- Prepare various payment structures, explain bond financing, detail options (i.e., term of the financing, estimated net borrowing cost based on rating grade assumptions, tax-exempt versus taxable, prepayment options, market timing, tax-exempt spend down provisions, etc.).
- Develop a marketing plan for the offering, including identification of potential investors
- Contact potential investors, provide them with offering-related information, respond to their inquiries and, if requested, coordinate their due diligence sessions
- Consult with counsel and other service providers about the offering and the terms of the Securities
- Inform the Issuer of the marketing and offering process
- Negotiate the pricing, including the interest rate, and other terms of the Securities
- Obtain CUSIP number(s) for the Securities and arrange for their DTC book-entry eligibility
- Plan and arrange for the closing and settlement of the issuance and the delivery of the Securities
- Such other usual and customary private placement/underwriting services as may be requested by the Issuer
- As Placement Agent, send out a Request for Proposal Term Sheet to various banks for a fixed interest rate bid for the term of the financing. (With a private placement to a bank, there is no Official Statement and no rating presentation.)



As placement agent, Davidson will not purchase the Bonds.

2. No Advisory or Fiduciary Role. The Issuer acknowledges and agrees: (i) the primary role of Davidson, as a placement agent/underwriter, is to find Purchasers of the Bonds, in an arm's-length commercial transaction between the Issuer and the Purchasers and that Davidson may have financial and other interests that may differ from those of the Issuer; (ii) Davidson is not acting as a municipal advisor, financial advisor, or fiduciary to the Issuer and Davidson has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether Davidson has provided other services or is currently providing other services to the Issuer on other matters or transactions); (iii) the only obligations Davidson has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this agreement; and (iv) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. If the Issuer desires to consult with and hire a municipal advisor for this transaction that has legal fiduciary duties to the Issuer the Issuer should separately engage a municipal advisor to serve in that capacity.

In addition, the Issuer acknowledges receipt of a letter outlining certain regulatory disclosures as required by the Municipal Securities Rulemaking Board and attached to this agreement as Exhibit A. The Issuer further acknowledges Davidson may be required to supplement or make additional disclosures as may be necessary as the specific terms of the transaction progress.

3. Fees and Expenses. Davidson's proposed placement agent/underwriter fee will be consistent with its March 22, 2019 written proposal. The Issuer shall be responsible for paying all other costs of issuance, including without limitation, bond counsel, and all other expenses incident to the performance of the Issuer's obligations under the proposed Bonds.

4. Term and Termination. The term of this engagement shall extend from the date of this letter to the closing of the offering of the Bonds. Either party may terminate Davidson's engagement at any time without liability of penalty upon at least 30 days' prior written notice to the other party. If Davidson's engagement is terminated by the Issuer, the Issuer agrees to compensate Davidson for the services provided and to reimburse Davidson for its out-of-pocket fees and expenses incurred to the date of termination.

5. Limitation of Liability. The Issuer agrees neither Davidson nor its employees, officers, agents or affiliates shall have any liability to the Issuer for the services provided hereunder.



D | A | DAVIDSON
FIXED INCOME CAPITAL MARKETS
D.A. Davidson & Co. member SIPC and FINRA

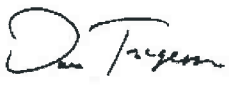
6. Miscellaneous. This letter shall be governed and construed in accordance with the laws of the State of Washington. This Agreement may not be amended or modified except by means of a written instrument executed by both parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party.

If there is any aspect of this Agreement that you believe requires further clarification, please do not hesitate to contact us. If the foregoing is consistent with your understanding of our engagement, please sign and return the enclosed copy of this letter.

Again, we thank you for the opportunity to assist you with your proposed financing and the confidence you have placed in Davidson.

Very truly yours,

D.A.DAVIDSON & CO.

By: 

Title: Managing Director

Accepted this ___ day of _____, 2019

City of Orting, WA

Signature: _____

Title: _____

EXHIBIT A

April 1, 2019

City of Orting, WA
Attention: Mr. Scott Larson, Treasurer
110 Train Street SE
PO Box 489
Orting, WA 98360

Re: Disclosures by D.A. Davidson & Co., as Placement Agent/Underwriter
Pursuant to MSRB Rule G-17 and G-23
City of Orting, WA

Dear Mr. Larson:

We are writing to provide you, as Treasurer of the City of Orting, WA (“Issuer”), with certain disclosures required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 that relate to the proposed issuance and/or placement of Limited Tax General Obligation Bonds, 2019 (the “Issue”).

The Issuer has engaged D.A. Davidson & Co. (“Davidson”) to serve as a private placement agent/underwriter (the “Placement Agent/Underwriter”), and not as a Municipal Advisor, in connection with the Bonds. As part of our services as Placement Agent/Underwriter, D.A. Davidson may provide advice concerning the structure, timing, terms, and other similar matters concerning the Bonds. The specific terms of our engagement may be set forth in a placement agent agreement or similar document to be entered into by the parties if and when the issue is placed. As Placement Agent/Underwriter, Davidson will not be required to purchase the securities.

1. Disclosures Concerning the Placement Agent/Underwriter’s Role, Compensation, Regulation and Educational Materials.

- (i) MSRB Rule G-17 requires Davidson, as private placement agent/underwriter, to deal fairly at all times with both municipal issuers and investors.
- (ii) The Placement Agent/Underwriter has financial and other interests that differ from those of the Issuer.
- (iii) Unlike a municipal advisor, the Placement Agent/Underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
- (iv) The Placement Agent/Underwriter has a duty to place the bonds at a fair and

reasonable price, but must balance that duty with its duty to place the bonds with investors at prices that are fair and reasonable.

- (v) The Placement Agent/Underwriter will review the placement memorandum or term sheet or offering document for the Bonds in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.¹
- (vi) The Placement Agent/Underwriter will be compensated by a fee that will be set forth in the placement agreement or otherwise documented with the Issuer. Payment or receipt of the fee will be contingent on the closing of the transaction and the amount of the fee may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the Placement Agent/Underwriter may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.
- (vii) Davidson is registered as a broker-dealer with the U.S. Securities and Exchange Commission (“SEC”) and the MSRB, and is subject to the regulations and rules on municipal securities activities established by the SEC and MSRB. The website address for the MSRB is www.msrb.org. The MSRB website includes educational material about the municipal securities market, as well as an investor brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority.

2. Disclosures Concerning Additional Conflicts.

Davidson has not identified any additional potential or actual material conflicts that require disclosure.

Since Davidson has not recommended a “complex municipal securities financing” to the Issuer, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17. In accordance with the requirements of MSRB Rule G-17, if Davidson recommends a “complex municipal securities financing” to the Issuer, this letter will be supplemented to provide disclosure of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to us and reasonably foreseeable at that time.

¹ Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the Placement Agent/Underwriter is solely for purposes of satisfying its obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

3. Questions and Acknowledgment.

If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

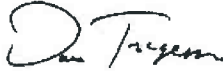
It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

We are required to seek your acknowledgement that you have received this letter. Accordingly, please sign this letter, scan the entire document, and email a copy to Dave Trageser. Depending on the structure of the transaction that the Issuer decides to pursue, or if additional potential or actual material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

Again, we thank you for the opportunity to assist you with your financing and the confidence you have placed in us.

Very truly yours,

D.A.DAVIDSON & CO.

By:  _____

Title: Managing Director

Accepted this ___ day of _____, 2019

City of Orting, WA

Signature: _____

Title: _____

Proposal to Provide

Underwriter or Private Placement Services

to

THE CITY OF ORTING, WASHINGTON



March 22, 2019



Dave Trageser
Managing Director
(206) 903-8699
dtrageser@dadco.com



March 22, 2019

Mr. Scott Larson
City Treasurer
City of Orting
PO Box 489
Orting, Washington 98360

Dear Scott:

Thank you for the opportunity to present our qualifications to serve as bond underwriter or placement agent to the City of Orting. We hope you will consider our key strengths in your evaluation:

Extensive Relevant Bond Financing Experience – Lead banker or placement agent Dave Trageser has been in the local public finance business for over 30 years and has originated over \$5 billion of tax-exempt financings. He assisted the City evaluate the refunding/redemption of the 2005 LTGO Bonds, gaining experience specific to the City. Secondary banker Jim Nelson has served municipal clients for 32 years and has also originated over \$5 billion of tax-exempt financings. Together, we serve the largest number of cities in Washington State. Our unmatched Pierce County financing knowledge and expertise will help us to deliver an optimal debt structure efficiently, treating your time and effort as the valuable resources they are. Our city clients include: Tacoma, Puyallup, Bonney Lake, Sumner, Gig Harbor, DuPont, Edgewood, Fife, University Place, Lacey, Milton, Buckley, Fircrest, Yelm, and Steilacoom, among others. Neighboring clients include Orting Valley Fire & Rescue, East Pierce Fire & Rescue, West Pierce Fire & Rescue, Central Pierce Fire & Rescue, Valley Regional Fire Authority, and Valley Water District. Davidson's School District clients in the area include Auburn, Sumner-Bonney Lake, Dieringer, Fife, Carbonado, Eatonville, White River, Clover Park, and Yelm. Dave Trageser also serves as financial advisor to Pierce County.

Underwriting and Distribution Capabilities – D.A. Davidson will provide the City with resources and a perspective not found at other underwriting firms. As the only financial services firm with a full-time underwriting desk in Washington, we have extensive firsthand knowledge of the municipal bond market and patterns of investor demand for Washington general obligation bonds. We are therefore best equipped to price your bonds to achieve the lowest borrowing cost.

Creative Financing Solutions – For the 2019 project, we would explore the efficiency of a bank private placement. Under such a structure, the City could lock in fixed 10-year or 15-year rates and have the debt amortize on a 20-year schedule, or potentially find a buyer for a 20-year term. Our preliminary analysis suggests that total costs could be competitive with a public offering. Initial and continuing disclosure requirements would also be minimized.

Team Depth and Expertise – Our team brings over 142 years of combined experience to evaluate bond structures and placement options. Suzanne Eide has provided quantitative analysis for over 300 Washington issues totaling a par amount over \$4.5 billion since 2010, including bond issues for municipalities in Pierce County. The Davidson team is rounded out by Maura Lentini, who brings credit and rating expertise, Mark Froio, who manages our Seattle municipal underwriting desk, and Crystal Vogl, who manages disclosure for our clients.

We would be honored to use our experience and resources to serve the City of Orting.

Best Regards,

Dave Trageser
Managing Director
D.A. Davidson & Co.



2. Structuring and Marketing Approach

We understand that the City will be financing approximately \$2 million of total project costs using the proposed 2019 LTGO Bonds. Our understanding is that the City plans to levy a utility tax to make debt service payments. We propose doing some analysis to support discussions with the City about the optimal final maturity for the bond issuance, taking into account the useful life of the improvements, the interest rate sensitivity of the bonds, your goals for the City's debt service structure, and the term preferences and of potential buyers.

We believe some of the approaches below could benefit the City.

1. **Bank Qualification (BQ).** We highly recommend designating the bonds as bank qualified if you have no additional debt plans in 2019, or can stay under the \$10 million tax-exempt reasonable expectation test.
2. **Delayed Closing Date.** The City can close up to 6 weeks after the pricing date without a yield penalty, thus locking in favorable rates without paying unnecessary interest before construction funds are needed.

Private Placement Option. As part of our service to the City, Davidson will thoroughly explore bank private placement opportunities. The chief advantage would be to fix attractive long-term interest rates, but reduce the disclosure burden and issuance costs for this comparatively small financing. Our preliminary analysis suggests that total costs could be competitive with a public offering. Semi-annual payments of principal and interest are an option, which could further reduce interest cost. We would also evaluate a draw-down tax-exempt line of credit option, which would consolidate into a long term fixed rate financing. As Placement Agent, Davidson would develop and circulate a Request for Indicative Rates with an accompanying Term Sheet to active bank purchasers. This process would result in the lowest available cost of capital for the project while also ensuring that the City does not become subject to any new or potentially restrictive bank covenants.

The City of Orting is in an excellent credit position. We expect potential bond purchasers to review the City's finances, debt profile, and tax base growth. With an available General Fund cash cushion of over 120% as of 2017, very low pro forma direct debt, and, of course, the rapid growth of the City's population and AV, we would assert that the credit would fall in the AA rating category. Most purchasers will be likely to approve the credit easily. One small exception would be buyers whose guidelines would exclude the credit because of the cash basis of accounting.

3. Firm Qualifications and Experience

Established in 1935, D.A. Davidson & Co. is a super-regional investment bank, with over 1,310 employees across 85 offices, that is a subsidiary of the holding company D.A. Davidson Companies together with other affiliates. D.A. Davidson & Co. ("Davidson") is the most active municipal negotiated underwriter by number of issues in Washington in 2014-2018.

Davidson is the largest full-service independent broker-dealer headquartered in the Western U.S., based on total financial consultants. In total, the firm has \$50.2 billion of assets under management as of September 30, 2018.

Davidson's public finance investment banking staff totals 40 professionals located in Seattle, Denver, Great Falls, Bozeman, Omaha, Kansas City, Norman, Des Moines, Roseville (California) and Portland. Davidson's commitment to public finance in the Northwest is illustrated by having the only local full-time underwriting and trading desk in Washington and assembling a team comprised of the most seasoned public finance bankers and quantitative analysts in the Northwest.

During 2018, Davidson senior managed 25 Washington public finance transactions for a total par amount of over \$870 million. Despite our regional focus in the Northwest, Davidson ranks among the nation's top investment banks in municipal underwriting activity. Davidson underwrote 284 public finance transactions with volume in excess of \$3.5 billion in 2018.



Benefit to the City of Selecting Davidson

- **Market Leadership.** With 154 professionals in 26 locations, Davidson's Fixed Income Capital Markets Division offers nationwide municipal bond underwriting, sales and trading with a powerful retail distribution network. We underwrote over 230 municipal bond issues totaling over \$4.9 billion from 2014-2018.
- **Expert Structuring Guidance.** Due to our depth of relevant experience and lead banker Dave Trageser's familiarity with the City of Orting, Davidson is uniquely positioned to help you evaluate your structuring alternatives. We believe the City of Orting will benefit most from selecting Davidson as underwriter or placement agent because of the time and resources we devote to the planning, design and implementation of financing plans.
- **Placement Agent Experience.** When serving as placement agent, our focus is on development of the term sheet to maximize flexibility for the buyers while remaining rigid in features important to the City, such as potential for future redemption, avoidance of restrictive covenants, and maintenance of parity with the City's existing and potential LTGO debt. On the due date, we will verify responses and prepare comparative analytics on the proposals to allow discussion, review and selection of the optimal alternative.
- **Rating Experience.** Davidson's team is expert in the ratio analysis used by the credit rating agencies to measure the relative credit quality of municipal bond issuers. Davidson's own proprietary models assist us in preparing rating presentations, anticipating rating outcomes, and structuring financing solutions for our clients.
- **Smooth Process.** Davidson's team has worked with the City's bond attorney and potential private placement buyers on many bond issues. Our good working relationships with the parties involved will ensure a smooth bond issuance for the City. We strive to produce a trouble-free financing that fully meets the City's needs and closes on time.
- **Pierce County Expertise.** Pierce County issuers are a high priority for Davidson – Mr. Trageser has been advisor to Pierce County for the last 24 years and has also completed financings for many issuers within Pierce County as listed on the right. Our team is able to apply this in-depth knowledge base to credit rating presentations and/or negotiating with banks on placement options, highlighting the economic development occurring in the County. We consider ourselves the "Pierce County Experts" – representing more Pierce issuers than any other firm.

Pierce County Experience	
Auburn SD. No. 408	Eatonville SD No. 404
Bethel SD No. 403	Fife SD No. 417
Carbonado SD	Orting SD No. 344
Central Pierce Fire & Rescue	Pierce County
City of Bonney Lake	Pierce County Fire District 18
City of Buckley	Pierce FD No. 16
City of DuPont	Pierce FD No. 17
City of Edgewood	Pierce FD No. 18
City of Fife	Pierce FD No. 21
City of Fircrest	Pierce FD No. 22
City of Gig Harbor	Pierce FD No. 27
City of Milton	Pierce FD No. 3
City of Puyallup	Sumner SD No. 320
City of Sumner	Town of Steilacoom
City of Tacoma	Valley Regional Fire Authority
City of University Place	Valley Water District
Clover Park SD No. 400	West Pierce Fire & Rescue
Dieringer SD No. 343	White River SD

Mr. Trageser's References

City of Fife Ms. Patty Luat, Finance Director/Treasurer Phone: (253) 896-8614 Email: pluat@cityoffife.org	City of Puyallup Mr. Cliff Craig, Finance Director Phone: (253) 841-5478 Email: ccraig@ci.puyallup.wa.us
City of Sumner Ms. Cassandra Raymond, Chief Financial Officer Phone: (253) 299-5541 Email: kassandrar@sumnerwa.gov	City of Gig Harbor Mr. Dave Rodenbach, Finance Director Phone: (253) 853-7610 Email: rodenbachd@cityofgigharbor.net
City of Tacoma Ms. Teresa Sedmak, City Treasurer Phone: (253) 591-5841 Email: tsedmak@ci.tacoma.wa.us	City of University Place Mr. Eric Faison, Assist. City Manager, Finance & Administration Phone: (253) 460-5443 Email: efaison@cityofup.com



Municipal Distribution Capabilities

Sales Force That Specializes in Selling Municipal Bonds: Given the importance of municipal bonds at Davidson, we attract sales people who have a strong base of municipal buyers for these bond issues. The Davidson sales force knows the type of municipal products that investors are looking for and how to address buyer concerns regarding length of maturity, coupon structure, security features and call features.

Municipal Underwriting/Trading Desks: Davidson will underwrite the City of Orting’s bonds from Seattle, where we are known for an in-depth knowledge of the Washington municipal marketplace that contributes to the aggressive pricing we deliver to clients. We are the major market-maker in Washington municipal bonds. We maintain regional trading desks in Seattle, Denver, and Omaha staffed with 15 trading and syndicate underwriting professionals. Our secondary market activity ensures that our traders and underwriters are knowledgeable about current market rates and changing investor preferences.

Institutional Sales: Davidson’s institutional sales force is composed of 57 experienced specialists located in 16 offices nationwide with over 1,200 national, regional and local accounts and strong institutional relationships. These sales professionals provide us with extensive access to both regional and major national institutional portfolio and fund managers who are active buyers of municipal bonds.

D.A. Davidson’s distribution capabilities and financial strength as a firm enable us to provide the capital and expertise to underwrite bonds in any market situation.

4. Project Team Members: Roles, Location, and Biographical Information

Dave Trageser will be the lead banker or placement agent for the City of Orting’s LTGO bonds, managing the Davidson staff and coordinating with City staff, the bond attorney, and other parties to the financing. Dave will devote his full attention and expertise through the successful completion of the City’s bond. Dave is available to attend meetings with the City’s staff and City Council. Jim Nelson will provide backup banking capability.



Mr. David Trageser
Phone: (206) 903-8699
E-mail: DTrageser@dadco.com

Managing Director
Primary Investment Banking Contact
Seattle, WA

Mr. Trageser joined D.A. Davidson & Co. in 2007 as a Senior Vice President in the Public Finance department, becoming Managing Director in 2013. He has been in the local public finance business for 32 years, originating over \$5 billion of tax-exempt financing. Previously, he was with Banc of America Securities for 7 years and with Dain Rauscher Inc. for 15 years. He has been the lead banker for over 50 Washington local government issuers and 400 financings. A partial list of his clients includes the cities of Aberdeen, Bainbridge Island, Burlington, Bellingham, Bothell, Bremerton, Ferndale, Fife, Gig Harbor, Kent, Lacey, Lake Stevens, Monroe, Poulsbo, Port Orchard, Prosser, Puyallup, Seattle, Shelton, Sumner, Tacoma, Toppenish, Tumwater, University Place, and Wenatchee, among others. Mr. Trageser has Series 7, Series 53, and Series 63 licenses. He has a Bachelor’s in Business Administration from Pacific Lutheran University and an MBA from Seattle University. He regularly volunteers for a variety of governmental organizations and non-profit Boards including WFOA and WMTA.



Mr. James Nelson
Phone: (206) 389-4062
E-mail: JNelson@dadco.com

Senior Vice President
Secondary Banking Contact
Seattle, WA

Mr. Nelson joined D.A. Davidson & Co. in January 2013 as a Senior Vice President in the Public Finance department. He has been in the local public finance business for 32 years, originating over \$5 billion of tax-exempt financing. Previously, he was with Martin Nelson & Co. for 17 years. Mr. Nelson specializes in general municipal finance with cities, counties, water & sewer districts, fire districts, park districts, as well as other special districts. Mr. Nelson works with a large number of Washington municipalities, including Grant County, Franklin County, College Place, Moses Lake, Selah, West Richland, North Bend, Washougal, Liberty Lake, Deer Park, Airway Heights, DuPont, Edgewood, Pacific, Bonney Lake, Yelm, Centralia, Snohomish, and Spokane Fire District 4, among others. Mr. Nelson has Series 53 and Series 63 FINRA licenses. He has a BA Economic Geography from the University of Washington.



Ms. Suzanne Eide
Phone: (206) 903-8690
E-mail: SEide@dadco.com

Vice President
Financial and Quantitative Analysis
Seattle, WA

Ms. Eide joined D.A. Davidson & Co. in 2007. Previously, Ms. Eide was with Banc of America Securities for 6 years. Ms. Eide has served as the lead debt structuring professional for senior-managed financings on behalf of municipal clients including Pierce County and the cities of Puyallup, Tacoma, Gig Harbor, Ferndale, Sumner and Seattle. She will provide technical support on a day-to-day basis including quantitative analysis, debt structuring and pricing research. Her analysis takes into consideration the issuer's outstanding issues, debt policies, cash flow concerns and financing alternatives to optimize financing results for the client. Ms. Eide has a BS in Finance from the University of Illinois, an MBA from the University of Washington, and holds Series 7 and Series 63 FINRA licenses.



Mr. Mark Froio
Phone: (206) 903-8664
E-mail: MFroio@dadco.com

Senior Vice President
Marketing and Sales, and Pricing
Seattle, WA

Mr. Froio joined D.A. Davidson in 2000, and is responsible for northwestern regional municipal trading and underwriting. He manages the competitive and negotiated underwriting accounts for Washington, Oregon, Montana, and Idaho. His experience in trading and underwriting municipal issues covers a 32-year span. Prior to joining D.A. Davidson, Mr. Froio held positions with Merrill Lynch, Prudential Securities and U.S. Bancorp Piper Jaffray. He holds a BA from Hamilton College in Clinton, New York. Mr. Froio holds 4 FINRA securities licenses and has earned the prestigious Chartered Financial Analyst designation in investment management and investment research analysis.



Ms. Maura Lentini
Phone: (206) 903-8687
E-mail: MLentini@dadco.com

Vice President
Credit Analysis
Seattle, WA

Ms. Lentini joined D.A. Davidson in 2002 with previous experience as a municipal rating analyst at Moody's Investors Service in New York. At Davidson, Ms. Lentini's focus is on credit rating analysis to help clients evaluate structuring alternatives and to present the strongest case possible to investors and rating agencies. She holds an MPA from Syracuse University and a BA from Cornell University, and FINRA Series 7 and Series 66 securities licenses.



Ms. Crystal Vogl
Phone (406) 791-7214
E-Mail: CVogl@dadco.com

Vice President, Public Finance
Disclosure Specialist
Great Falls, MT

Ms. Vogl joined D.A. Davidson in 2000, focusing on municipal transactions for clients in Washington, Montana and Oregon. Ms. Vogl provides analytics, disclosure and document preparation and review, and continuing disclosure assistance for our clients. She holds a BS in Business Finance from Montana State University-Bozeman and FINRA Series 7 and Series 63 securities licenses.

5. Cost Proposal

If selected to serve as Placement Agent, which we believe to be the most cost-effective approach for the City, we propose a flat fee of \$6,500.

Alternatively, to be sole manager of an approximate \$2 million negotiated underwriting, Davidson proposes an underwriting spread of \$7.50 per \$1,000. We propose an additional fee of \$3,500 for POS/OS preparation and \$1,000 for third party disclosure review. The City would make no payments to Davidson, nor enter into any financial obligation, prior to the completion of the bond sale. We will not require underwriter's counsel for this issue.

We'd be glad to talk with the City about our spread proposal. We are proud of our track record in producing consistent reasonable spreads, but more importantly, achieving low bond yields and low all-in borrowing costs for our customers.

Conclusion

Dave Trageser and Jim Nelson are the most experienced bankers in Washington, and *we believe that no other firm can meet the City's needs with the same performance Davidson is able to deliver.* It would be a privilege to serve as Placement Agent or Underwriter to the City of Orting, and we sincerely appreciate your consideration.



Neither this material nor any of its contents may be disclosed, sold, or redistributed, electronically or otherwise, without prior written consent of Davidson Companies. The information presented herein is based on public information we believe to be reliable, prevailing market conditions, as well as our views at this point in time. We make no representation or warranty with respect to the accuracy or completeness of this material. Past performance is not necessarily indicative of future results. Davidson Companies does not assume any liability for any loss which may result from the reliance by any person upon such material. We make no representations regarding the legal, tax, regulatory, or accounting implications of entering into a Transaction

Davidson is very interested in serving as underwriter for the proposed issuance. Pursuant to MSRB Rule G-23: As underwriter, Davidson's primary role will be to purchase as principal, or arrange for the placement of the securities in a commercial arm's length transaction with the issuer, and may have financial and other interests that differ from those of the issuer. In its capacity as underwriter and not as financial advisor, Davidson may provide incidental financial advisory services at the issuer's request, including advice regarding the structure, timing, terms and other similar matters concerning the issuance. However, Davidson does not assume any financial advisory or fiduciary responsibilities with respect to the issuer.



**City Of Orting
Council Agenda Summary Sheet**

Subject: Labor Negotiator		Committee	Study Session	Council
	Agenda Item #:	N/A	AB19-29	
	For Agenda of:	N/A	04/17/2019	04/24/2019
	Department:	Human Resources		
	Date Submitted:	April 8, 2019		
Cost of Item:	<u>\$10,000</u>			
Amount Budgeted:	<u>\$4,000</u>			
Unexpended Balance:	<u>(\$6,000)</u>			
Bars #:	001-513-10-41-01			
Timeline:	N/A			
Submitted By:	Scott Larson			
Fiscal Note: The unbudgeted amounts will be equally paid for by the Water, Sewer, and Stormwater funds out of their operating expenses. It is not anticipated that these additional expenses will cause the funds to be over budget for 2019.				
Attachments: Professional Services Contract with Cabot Dow Associates, Response from Cabot Dow Associates				
SUMMARY STATEMENT: City administration would like to bring in a seasoned negotiator to assist us with the negotiation of the successor agreement with ASFCME Local 120. Cabot Down Associates was the only responder to our RFP for a bargaining representative. The City Treasurer has followed up with the references, and is recommending to Council that we accept the proposal.				
RECOMMENDED ACTION: Move to consent agenda on April 24, 2019				
FUTURE MOTION: To Authorize the Mayor to enter into a contract with Cabot Dow Associates, Inc.				

Cabot Dow Associates, Inc.
Labor Relations Consultants
P.O. Box 1806
Bellevue, WA 98009

(206) 818-9184
website: Cabotdow.com

March 13, 2019

Dear Mr. Larson:

I am responding to the City's request for proposal, lead bargaining negotiator for AFSCME negotiations.

We are often involved in such union negotiations in area cities, representing management. For example, in the last five years, we have provided labor negotiations consulting services to the following small to medium size cities:

City of Burlington – Police Guild
City of Clyde Hill – Teamsters
City of Fife – Police Guild
City of Granite Falls - Teamsters
City of Issaquah – Police Association, Teamsters
City of Lake Forest Park – Police Guild
City of Medina – Teamsters PW, Admin, Police
City of Newcastle – Teamsters, PW
City of Olympia - AFSCME
City of Richland – Police Guild, IBEW, IUOE, IAFF
City of SeaTac – AFSCME
City of Snoqualmie – Teamsters, FOP
City of Tukwila – Police Guild, Fraternal Order of Police, Teamsters
City of Tumwater – Police Guild
City of Woodinville - Teamsters
City of Yelm – Police Guild
Town of Steilacoom – Teamsters, PW and Police

In that capacity, we have been part of the City's negotiations team on such matters as:

- Analysis of existing labor agreements
- Bargaining unit clarification
- City Council communications
- Comparables selection
- Costing of economic packages
- Labor & Compensation Policy
- Lead negotiator
- Preparation and strategy
- Wage & Benefit studies

Small City references: (Cabot Dow - lead negotiator)

Paul Loveless, Town Admin
Town of Steilacoom
253-983-2074
paul.loveless@ci.steilacoom.wa.us

Robert Larson, City Admin
City of Snoqualmie
425-888-8003
blarson@ci.snoqualmie.wa.us

City of SeaTac
Vanessa Audette
206-973-4651
vaudette@ci.seatac.wa.us

Fee Structure:

Hourly rate: \$165

Budget: Client determines, based on volume of work

Submitted by:

CJD

Cabot Dow
President

CJD:os

cc: Alexandra Sheeks

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
CITY OF ORTING, WASHINGTON
AND
CABOT DOW ASSOCIATES, INC.**

This Agreement is entered into by and between the City of Orting, Washington, a noncharter optional municipal code city hereinafter referred to as "the CITY," and CABOT DOW ASSOCIATES, INC., P.O. Box 1806, Bellevue, WA 98009, a consultant providing labor relations services, hereinafter referred to as the "CONSULTANT."

WHEREAS, the CITY is required by Ch. 41.56 RCW to negotiate in good faith with regard to the terms and conditions of a successor labor contract with a bargaining unit of CITY employees;

WHEREAS, the CITY is desirous of obtaining the services of a labor consultant to assist in negotiations involving the labor agreement covering its AFSCME bargaining unit;

WHEREAS, the CONSULTANT has the knowledge and experience to assist and represent the CITY in said negotiations;

NOW, THEREFORE, in consideration of the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. SCOPE AND SCHEDULE OF SERVICES TO BE PERFORMED BY CONSULTANT. The CONSULTANT shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the CONSULTANT shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The CONSULTANT shall request and obtain prior written approval from the CITY if the scope or schedule is to be modified in any way.

2. COMPENSATION AND METHOD OF PAYMENT. The CITY shall pay the CONSULTANT for services at the rate of one-hundred sixty-five dollars (\$165.00) per hour for work performed on behalf of the CITY. CONSULTANT will bill the CITY for time spent when traveling from Bellevue to Orting but not for time returning to Bellevue. The maximum cost under this Agreement shall not exceed \$_____, unless expressly authorized by the CITY. The CITY agrees to pay the CONSULTANT monthly upon appropriate billings, which will be itemized as to date services are performed and description of services provided.

3. DURATION OF AGREEMENT. This Agreement shall be in full force and effect for a period of one year commencing upon mutual execution of this Agreement, unless sooner terminated under the provisions hereinafter specified.

5. INDEPENDENT CONSULTANT. CONSULTANT and CITY agree that CONSULTANT is an independent CONSULTANT with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONSULTANT nor any employee of CONSULTANT shall be entitled to any benefits accorded CITY employees by virtue of the

services provided under this Agreement. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the CONSULTANT, or any employee of the CONSULTANT.

6. INDEMNIFICATION/HOLD HARMLESS. CONSULTANT shall protect, indemnify, and save harmless the CITY, its officers, elected officials, agents, and employees from any and all costs, claims, judgments, or awards of damages (including costs and all attorney fees), arising out of or in any way resulting from the negligent acts, errors, or omissions of CONSULTANT, its officers, employees, and agents in performing 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 CONSULTANT and the CITY, its officers, officials, employees, and volunteers, the CONSULTANT'S liability hereunder shall be only to the extent of the CONSULTANT's negligence. The provisions of this section shall survive the expiration or termination of this Agreement.

7. INSURANCE. The CONSULTANT 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 CONSULTANT, their agents, representatives, employees or sub-consultants. CONSULTANT's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the CONSULTANT to the coverage provided by such insurance, or otherwise limit the CITY's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance. CONSULTANT shall obtain insurance of the types and with the limits described below:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile liability insurance shall cover 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 with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent CONSULTANTS, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability Insurance for liability arising from explosion, collapse or underground property damage. The CITY shall be named as an insured under the CONSULTANT's Commercial General Liability insurance policy with respect to the work performed for the CITY

using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Professional liability insurance appropriate for CONSULTANT's scope of work.

B. Other Insurance Provision. The CONSULTANT's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the CONSULTANT's insurance and shall not contribute with it.

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

D. Verification of Coverage. CONSULTANT 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.

E. Notice of Cancellation. The CONSULTANT shall provide the CITY and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. Failure to Maintain Insurance. Failure on the part of the CONSULTANT to maintain the insurance as required shall constitute a material breach of contract, upon which the CITY may, after giving five business days' notice to the CONSULTANT to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the CITY on demand, or at the sole discretion of the CITY, offset against funds due the CONSULTANT from the CITY.

8. RECORD KEEPING AND REPORTING.

A. The CONSULTANT shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the CITY to ensure the performance of this Agreement.

B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the CITY.

9. AUDITS AND INSPECTIONS. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement.

10. TERMINATION. This Agreement may be terminated by either party upon thirty (30) days written notice.

11. DISCRIMINATION PROHIBITED. The CONSULTANT, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation or the presence of any disability in the selection and retention of employees or procurement of materials or supplies.

12. ASSIGNMENT AND SUBCONTRACT. The CONSULTANT shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the CITY.

13. ENTIRE AGREEMENT; MODIFICATION. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

14. SEVERABILITY AND SURVIVAL. If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

15. NOTICES. Notices to the CITY of Orting shall be sent to the following address:

CITY Clerk,
CITY of Orting
110 Train Street SE - PO Box 489
Orting, WA 98360

Notices to the CONSULTANT shall be sent to the address provided by the CONSULTANT upon the signature line below.

16. APPLICABLE LAW; VENUE; ATTORNEY'S FEES. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in Pierce County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

DATED this ____ day of _____, 20__.

CITY OF ORTING

CONSULTANT

Joshua Penner, Mayor

Printed Name: _____

Date: _____

Date: _____

Address & Phone # _____

APPROVED AS TO FORM:

City Clerk, Jane Montgomery

Office of the City Attorney

Exhibit A

Scope of Work Labor Relations Consultant

Under the direction of authorized CITY OF ORTING (“CITY”) agents:

1. Consultant will review and suggest appropriate labor contract language, in light of CITY operational needs, Council Labor Policy, area trends and applicable law
2. Advise CITY on labor policy, groundrules and parameters for labor negotiations
3. Represent CITY as Chief Negotiator in labor negotiations with representatives of AFSCME representing certain CITY employees
4. Participation as member of CITY’S negotiations team, including:
 - a. Meet with Council (as required) and CAO in labor policy formulation
 - b. Evaluation of Union economic proposals, including costing proposals and counterproposals, using CITY finance information
 - c. Perform total compensation market assessments with selected jurisdictions to promote recruitment/ retention of quality employees (work with CAO)
 - d. Packaging proposals and counterproposals for submission to the Union
 - e. Draft individual language proposals and responses to Union proposals
 - f. Work with CITY Attorney’s Office as may be necessary on related matters
 - g. Update the CAO & Council on the status of negotiations from time to time
5. Represent CITY in mediation proceedings, including related preparations of exhibits, position papers and rebuttal to Union positions and proposals at issue
6. Assess bargaining unit clarification issues and representation to PERC, as needed
7. Other labor relations assignments as may be deemed appropriate by the CITY Administrator or his/her designee(s) during the course of bargaining.



**City Of Orting
Council Agenda Summary Sheet**

Subject: 178th St E Utility Crossing		Committee	Study Session	Council
	Agenda Item #:	PW	AB19-30	AB19-30
	For Agenda of:	4-3-19	4-17-19	4-24-19
	Department:	Public Works		
Date Submitted:	4-3-19			
Cost of Item:	<u>\$65,580</u>			
Amount Budgeted:	<u>\$40,000</u>			
Unexpended Balance:	<u>\$0.00</u>			
Bars #:	401-593-34-63-30 WSDOT water line replacement			
Timeline:	N/A			
Submitted By:	Greg Reed			
Fiscal Note:				
Attachments: Summary of Bidders				
<p>SUMMARY STATEMENT: Public Works completed an RFP process for the project, the contractors were notified utilizing MRSC Rosters and the RPF was posted on the City website. Two contractors responded to the RFP request. The bid came in \$25,580 over budget. Recommend the delay of Harman Reservoir Demo for a year: Budgeted \$60,000 BARS# 401.594.34.63.55</p> <p>Project will include a live tap and open cut trench from the City of Orting’s existing water main, located on the East side of SR 162 at the intersection with 178th Ave E. to the West side of SR 162. An 8-inch water line will be installed across the highway in a 14-inch steel casing. This will allow for future extension of the main down 178th Ave E. if desired.</p>				
RECOMMENDED ACTION: Move to the Consent Agenda of April 24th, 2019.				
FUTURE MOTION: To approve Durnford Construction Inc. as the winner of the RFP for the water line replacement at 178 th Avenue East, and authorize the Mayor to enter into a contract with Durnford Construction in the amount of \$65,580.				

DURNFORD CONSTRUCTION INC.

Proposal

178th Ave E Utility Crossing

Owner: City of Orting
Project: 178th Ave E Utility Crossing
Project #: PW2019-04
Contact – Laura Hinds @ lhinds@cityoforting.org

Date: 04/2/2019
Transmittal: 01

Terms & Conditions:

Per Attached Plans, Specifications and agreements listed within 178th Ave E Utility Crossing RFP. (PW2019-04)

Addendums acknowledged of

Description	QTY	UNIT	UNIT PRICE	Total
178th Ave E Utility Crossing	1	LS	\$60,000.00	\$60,000.00

Payment Terms: Per Contract Agreement

Sub Total	\$60,000.00
Tax(9.3%)	\$5,580.00
TOTAL	\$65,580.00

Durnford Construction, Inc

Sign:



Print:

John Durnford - president

Date:

4-2-2019

From: MRSC Rosters
Sent: Saturday, December 15, 2018 6:12 AM
To: John Durnford
Subject: MRSC Business Renewal Application Confirmation



Dear DURNFORD CONSTRUCTION INC.,

Your renewal application has been submitted successfully! Below is a receipt of your transaction.

MRSC ROSTERS PAID INVOICE

Member Name: DURNFORD CONSTRUCTION INC.
Invoice No: 45744
Invoice Date: 12/15/2018
Service Item: Small Works Roster
Amount Due: \$75

Payment Method: Online
Amount Paid: \$75
Date Paid: 12/15/2018
Transaction Number: 61454950255

As always, thank you for choosing MRSC Rosters! If you have any questions please [contact customer service](#).

Thank you,
MRSC Rosters

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BIDDER RESPONSIBILITY CHECKLIST

The following checklist is used in documenting that a bidder meets the mandatory Bidder Responsibility Criteria. Please print a copy of documentation from the appropriate website to be included with the submittal.

GENERAL INFORMATION

Project Name: 178th Ave. E Utility Crossing	Project Number: PW2019-04
Bidder's Business Name: Durnford Construction, Inc.	Bid Submittal Deadline: 4-2-2019 @ 10:00am

CONTRACTOR REGISTRATION

License Number: DURNFCI8370K	Status: Active: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Effective Date (must be effective on or before Bid Submittal Deadline): 9-12-2017	Expiration Date: 9-12-2019

CONTRACTOR INFRACTION LIST

Is Bidder on Infraction List:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
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CURRENT UBI NUMBER

UBI Number: 604-164-249	Account Closed: Open <input checked="" type="checkbox"/> Closed <input type="checkbox"/>
----------------------------	---

INDUSTRIAL INSURANCE COVERAGE

Account Number: 651, 207-00	Account Current: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
--------------------------------	---

EMPLOYMENT SECURITY DEPARTMENT NUMBER

Employment Security Department Number: 716221-00-3
Please Provide a copy of your latest correspondence, containing your account number, with Employment Security Department. Please do not provide document containing personal information such as social security numbers.

STATE EXCISE TAX REGISTRATION NUMBER

Tax Registration Number: 604-164-249	Account Closed: Open <input checked="" type="checkbox"/> Closed <input type="checkbox"/>
---	---

NOT DISQUALIFIED FROM BIDDING

Is the Bidder listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
--	------------------------------	--

INFORMATION SUPPLIED BY:

Print Name of Bidder Representative: John Durnford	Date: 4-2-2019
---	-------------------

VERIFIED BY:

Signature of District Employee	Date
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Employment Security Department

WASHINGTON STATE

P.O. Box 9046 Olympia, WA 98507-9046 | Fax 360-902-9287

April 1, 2019

DURNFORD CONSTRUCTION INC.
19015 217TH AVE E
ORTING, WA 98360-9730

RE: ES Ref #: 71622100 3

This letter confirms that, as of the date shown above, you have an account and it is in good standing with the Employment Security Department of the State of Washington.

This letter may be used for purposes of documenting bidder responsibility for public works contracts.

If we may be of further assistance, please call the Registration, Inquiry, Standards and Coordination (RISC) Unit at (360) 902-9450.

EMPLOYMENT SECURITY DEPARTMENT

DURNFORD CONSTRUCTION INC.

Staffed employees list for Proposed project

Project Manager - John Durnford

Superintendents - Shane Rich

Foreman - DJ Durnford

Labor – Nicco Wolfskill

Driver – Tim Wolfskill

DURNFORD CONSTRUCTION INC.

REFERENCE AND QUALIFICATION STATEMENT

Mission

We strive at D.C.I. to achieve the ultimate goal of completing all projects on time and under budget regardless of size and scope by working closely with our clients. We have the ability and talent onboard to resolve all issues that may arise from the design phases to construction completion. This Objective is achieved without compromising Safety, Quality, Workmanship or Integrity. By paying special attention to details our 3 generations of combined experience in all aspects of the Underground Utility Industry sets us apart from of our competition.

Services

- Estimating
- Project management
- Budgeting
- Design Build
- All aspects of Sewer, Water, Storm Drainage including live Systems remove replace
- Directional Drilling, Pipe Bursting, Micro-Tunneling, Pipe lining, Jack & Bore
- Lift Stations, Pump Station, Vacuum Stations, Water Storage Facility, Sewer Treatment, P.R.V. Sta.
- Tight Sheet Shoring, Bean Sheet Shoring, Slide Rail Shoring, Speed Shore
- De-Watering, Deep Wells, Well Points, Sand Drilled Socks, Sump Pump, By-Pass up to 12(k)gpm.
- H.D.P.E Corrugated and Fused, Concrete, P.V.C., Welded Steel, Clay, Ductile Iron
- Excavations up to 35ft depths
- Retention and Detention Systems, Step Sewers, Force Mains, Vacuum System
- Roadway Widening and Improvement

Experience

Projects

DATE	COST	PROJECT NAME	OWNER	CONTACT
2019	200k	Maple Grove	Riverton Contractors	Joel Parsons Owner -206-948-5634
2018	250K	South 16 TH Sewer Relief	Valley View Sewer District	Andrew Larue District Manager 206-242-3236
2018	212K	Bonney Lake Sewer Bottleneck	City of Bonney Lake	John Woodcock Public Works Manager 253-447-4336
Early completion		(Night work & RD Closures)		

2010/2017	50K / 2M	Emergency Sewer Repairs Emergency Response Engineer- city of Seattle	City of Seattle	Cody Nelson 206-391-8808
2015/2016	1M	80 th Street Sewer Replacement	City of Seattle	Josh Voght Vice President Titan Earthworks 206-248-7981
2014/2015	800K	Spring Street Lift Station	J.B.L.M.	Mel White Supt. Titan Earthwork 253-377-9047

More available upon request

Certification

- CESCL, First-Aid, 10 Hour OSHA/WISHA, 40 hour Haz-mat, Trench Safety, Rigging, Competent Person.

References

Andrew LaRue
District Manager – Valley View Sewer District
206-242-7981

Josh Voght
Vice President - Titan Earthwork
206-245-3204

Joel Parsons
Owner – Riverton Contractors
206-948-5634

John Hendron
RH2 Project Manager/PE
206-794-6618

Doug Budzynski
Engineer - City of Bonney Lake
253-447-4342

John Gustafson
Owner of TRENCHLESS Construction
206-396-4558

More upon request

September 11th 2018

RE: Letter of Recommendation

REF: John Durnford Business Colleague

To Whom It May Concern:

This letter is my personal recommendation for John Durnford. I have had the pleasure to work with John for nearly 7 years in the Civil Construction Industry in particular on extremely difficult projects in the downtown Seattle area. I have enjoyed our time together and find that John is a fun, motivated, accurate and a timely person to work with. The following paragraphs illustrate just a few examples of the many strengths John possesses.

The projects that John and I have worked on **together** require a strong attention to detail, a deep understanding of the bureaucracy of several different public agencies in the greater Seattle area and the ability to make all stakeholders happy as situations change. That being stated, I have always been impressed by John's ability to pull together tough projects that are often emergency in nature and convey the issues facing that project with a level of clarity that even the most novice reviewer could understand. If **everyone** in our industry could clearly convey their intent the way John does there would be much less confusion and ambiguity in construction projects.

While John's abilities to perform his professional duties are admirable, it is personal demeanor that truly makes him enjoyable to work with. The conversations and meetings we have had over the years always include **moments of sincere laughter and caring about what is going on outside the office and in our personal lives**. This trait is what I feel is rare and what makes John a strong leader and communicator.

In summary, should you find yourself fortunate enough to be in the position to work with John Durnford I can assure you that you will recognize that he is a genuine and knowledgeable person. He says what he does and does what he says. He brings the attributes that will guarantee success not just in difficult civil construction work but also teaming with all stakeholders and coming to a mutual resolution based on a spirit of cooperation and understanding that John has demonstrated since the day I met him.

Should you have any further questions or wish to contact me in person please do not hesitate. My contact information is below.

Regards,



Josh Vogt

Regional Vice President

TITAN Earthwork LLC 206-245-3204

(C) jvogt@titanearth.com

CITY OF ORTING

Short Form Contract

110 Train St SE
Orting, WA 98360

lhinds@cityoforting.org
(360) 893-2219 x139

REQUEST FOR PROPOSAL

for

178th Avenue East Utility Crossing

Proposal Submittal Date, Time, and Location:

4-2-2019 @ 10:00 am

City of Orting
110 Train St Se
Orting, WA 98360

Email Questions or call to:

lhinds@cityoforting.org / (360) 893-2219 x139

Mail Proposals To:

City of Orting
PO Box 489
Orting, WA 98360

Hand Carry Proposals To:

City of Orting
110 Train St SE
Orting, WA 98360

Mark Envelope:

178th Avenue East Utility Crossing
Attn: Laura Hinds

There will not be a formal bid opening. Contractors will be contacted within 5 days after bid due date with bid results.

CITY OF ORTING

Short Form Contract

110 Train St SE
Orting, WA 98360

lhinds@cityoforting.org
(360) 893-2219 x139

EXHIBIT A – Scope of Work

RFP # PW 2019-01

Initial the following:

1. SD The project shall be accomplished as a Small Works Project and will be subject to meet the requirements of the Small Works Roster prior to quotation due date. Contractor shall provide proof of MRSC membership. Visit MRSC website at www.mrscrosters.org or contact MRSC Rosters at (206) 625-1300 for information.
2. SD The project will include Scope listed within

Qualifications: Participants must have the following qualifications and submit evidence of such qualifications with their proposal (failure to submit data will be reason for rejection of proposal).

1. Submit a list of all staff employed or existing agreements with subcontractors.
2. The proposal response must include name, address, and telephone number of at least three client contacts for professional reference.

Requirements: The Public Works Supervisor or a designated representative, shall be the Contract administrator. This person will be the contact for all routine matters and scheduling. After award of the Contract, the Contractor will report to the Public Works Supervisor. Communications from the Contractor shall be routed through the Public Works Supervisor, unless noted otherwise.

1. Must submit a copy of City of Orting Business License.
2. Must submit Certificate of Insurance.
3. Must submit "Statement of Intent to Pay Prevailing Wages."

CITY OF ORTING

Short Form Contract

110 Train St SE
Orting, WA 98360

lhinds@cityoforting.org
(360) 893-2219 x139

Exhibit B – WSDOT Franchise Utility Permit
RFP # PW 2019-04

WSDOT Franchise Utility Permit is found on the following pages.



**Washington State
Department of Transportation**

Olympic Region
5720 Capitol Boulevard, Tumwater
P.O. Box 47440
Olympia, WA 98504-7440
360-357-2600 / FAX: 360-357-2601
TTY: 1-800-833-6388
www.wsdot.wa.gov

January 16, 2019

Parametrix
Attn: Jack Wright
1019 39th Ave SE, Suite 100
Puyallup, WA 98374

Re: SR 162 MP 10.59
Franchise 6614 – Amendment No. 2
Executed

Dear Mr. Wright:

Attached is a scanned copy of the **above-referenced** franchise amendment to construct, operate and maintain a water hydrant system along a portion of SR 162 in Pierce County.

Before beginning work, please telephone the Department's representative shown on Exhibit "A", Page 1 to advise as to your start of work date and to schedule the required preconstruction conference. No work is authorized within the highway right of way until this notice is given.

The Department has set up a reimbursable account to recover additional costs incurred for review and inspection of the franchise amendment. This is consistent with the terms and conditions of the application.

Please be aware that General Provision #11 requires notification for final inspection of this project and Special Provisions #44 and #45 have requirements that must be completed prior to beginning work.

This franchise amendment includes Exhibit "A", Special Provisions; Exhibit "B", Utility Facility Description; Exhibit "C", Project Plans; Exhibit "D", Traffic Control Plans; Exhibit "E", Minimum Cover for Pipe Installation, and Exhibit "F" Notification of Maintenance Operations Within State Right of Way.

Sincerely,

Devin Maher
Utility Project Support and Accommodations Engineer

DM
Attachments
JC8514-03



Utility Accommodation Application

(aka Permit or Franchise)

For Department Use Only		
Permit/Franchise Number	6614 Amend. 2	
Charge Code	Group	Expiration
JC8514	03	12/08/2025
Date Received:	Reviewed By:	
12/11/2018	Devin Maher	
Region Address 5720 Capitol Blvd. Tumwater, WA 98501		

Applicant City of Orting	Utility Contact Name Greg Reed
-----------------------------	-----------------------------------

Email GReed@cityoforting.org	Phone 360-893-2219 x138
---------------------------------	----------------------------

Location (www.snagmp.com)		
SR 162	Milepost Begin 10.59 End 10.59	County Pierce

Installation	
Please Check One <input type="checkbox"/> Power <input checked="" type="checkbox"/> Water <input type="checkbox"/> Gas <input type="checkbox"/> Other _____	Please Check All That Apply <input checked="" type="checkbox"/> Buried <input type="checkbox"/> Aerial <input checked="" type="checkbox"/> Surface Feature (Pole, ped, vault) <input type="checkbox"/> Attached to a bridge/structure
Describe Installation Type (Briefly explain)	
Jack and bore steel casing under SR 162 and install 8" DIP and new hydrant	

Billing Information		
Contact Name Greg Reed - Public Works Director		
Federal Tax ID	Applicant Reference Work Order (optional)	
Phone 360-893-2219 x138	Email GReed@cityoforting.org	
Street 110 Train St SE		
City Orting	State WA	Zip + 4 98360

Authorized Signatory		
Signature <i>Greg Reed</i>	Printed Name & Title/Owner Greg Reed P.W. DIRECTOR	Date 12-03-2018

The Authorized Signature indicates the General Provisions, as provided, have been read and are agreed to by the Utility and the Utility understands that additional provisions may apply. The WSDOT has the authority to invoice the Utility for all work associated with the review, processing and inspection for the proposed installation. The applicant promises to pay any additional costs, in addition to the fees, incurred by WSDOT on the behalf of the applicant.

In accepting this Franchise Amendment No. 2 to 6614, Utility agrees that the General Provisions to the original Franchise shall be replaced in their entirety with the General Provisions as included with this Amendment. All other terms and conditions of the original franchise shall remain in full force and effect.

FOR DEPARTMENT USE ONLY, DO NOT WRITE BELOW THIS LINE

Application Type Franchise Amendment	Category, Impact to R/W Dropdown Category 3 - Low Impact	Fees \$150	Access Control Managed
Checks or money orders are to be made payable to "Washington State Department of Transportation".			
* The fees are paid to cover the basic administrative expenses incident to the processing of this application in accordance with WAC 468-34 and RCW 47.44 and amendments thereto.			
Department Approval: <i>[Signature]</i>	Printed Name & Title Rupa Kotes		Date: 1-15-19



General Provisions for the Utility Accommodation Application

This Permit or Franchise is issued pursuant to the terms of RCW 47.32, RCW 47.44, and WAC 468-34, and amendments thereto. Renewal of a Franchise must be by application prior to expiration of this Franchise as required by RCW 47.44.020(3).

1. A copy of this Permit or Franchise must be on the job site, protected from the elements, at all times during any construction authorized by this Permit or Franchise.
2. The Utility agrees to pay the reasonable costs for investigating, handling, and granting the Permit or Franchise, including, but not limited to basic overhead charges and for providing an inspector during construction and/or maintenance of the Utility's facilities. Further, the Utility agrees that it shall be responsible for and pay WSDOT's expended direct and indirect costs associated with applicable provisions of the Permit or Franchise. WSDOT will assign a reimbursable account to the Utility as a means of invoicing the Utility for the costs associated with this Permit or Franchise.
 - (a) WSDOT will assign a reimbursable account to the Utility as a means of invoicing the Utility for the costs associated with this Permit or Franchise.
 - (b) WSDOT will invoice the Utility and the Utility agrees to pay WSDOT within thirty (30) calendar days of receipt of an invoice.
3. Upon approval of this Permit or Franchise, the Utility shall diligently proceed with the Work and comply with all General and Special provisions herein. Construction of facilities proposed under this Permit or Franchise shall begin within one (1) year and must be completed within three (3) years from date of WSDOT approval. "Work" under this Permit or Franchise shall mean construction, operation, and maintenance of the Utility's facilities as authorized herein.
4. The Utility shall notify WSDOT representative in special provision 1 of the name, address, and telephone number of its contractor when Work outlined herein is going to be performed with other than its own forces. When the Utility uses a contractor, an authorized representative of the Utility shall be present at all times unless otherwise agreed to by WSDOT representative. A list of authorized representatives shall be submitted prior to the construction start date. (Authorized representatives are defined as persons having signatory authority for the Utility and or the authority to control the Work as needed for any issues identified by WSDOT.)
5. The Utility agrees to schedule and perform its Work in such a manner as not to delay WSDOT's contractor's work when WSDOT has a contractor performing work in the vicinity of the Utility's Work.
6. All contact between WSDOT and the Utility's contractor shall be through the Utility representative. Where the Utility chooses to perform the Work with its own forces, it may elect to appoint one of its own employees engaged in the Work as its representative. The Utility, at its own expense, shall adequately police and supervise all Work performed by itself, its contractor, subcontractor, agent, and/or others, so as not to endanger or injure any person or property.
7. The Utility shall contact the identified WSDOT representative two (2) weeks prior to conducting Work, to determine the location of survey control monuments within the area in which the Utility will be working. In the event any monument or right of way marker will be altered, damaged, or destroyed by the Utility, WSDOT, prior to Utility Work, will reference or reset the monument or right of way marker. During the Work, upon discovery of a monument or right of way marker, the Utility shall cease Work in that area and immediately notify WSDOT of the discovery. WSDOT will coordinate with the Utility to ensure that the monument or right of way marker is recorded or replaced. The Utility agrees to pay all WSDOT costs to perform monument or right of way marker work, as provided in this provision, in accordance with general provision 2.
8. In the event any milepost, fence, or guardrail is located within the limits of the Utility's Work and will be disturbed during Utility Work, the Utility agrees to carefully remove these highway facilities prior to Utility Work and reset or replace these highway facilities after the Utility Work, to WSDOT's sole satisfaction and at the sole cost of the Utility. The Utility agrees that all highway signs and traffic control devices shall not be removed or disturbed during Utility Work.

9. The Utility agrees that all Work shall be done to the satisfaction of WSDOT. All material and workmanship shall conform to WSDOT's Standard Specifications for Road, Bridge, and Municipal Construction, current edition, and amendments thereto, and shall be subject to WSDOT inspection. All WSDOT acceptance and inspections are solely for the benefit of WSDOT and not for the benefit of the Utility, the Utility's contractor (if any), or any third party. The Utility agrees that it shall pay all WSDOT inspection costs in accordance with general provision 2.
10. The Utility shall comply with the Manual on Uniform Traffic Control Devices for Streets and Highways (Federal Highway Administration) and the State of Washington modifications thereto (chapter 468-95 WAC) while it performs the Work. If WSDOT requires, the Utility shall submit a signing and traffic control plan to WSDOT's representative for approval prior to construction or maintenance Work. No lane closures shall be allowed except as approved by WSDOT's representative. Approvals may cause revision of Special Provisions of this Permit or Franchise, including hours of operation.
11. This Permit or Franchise may not be amended or modified without WSDOT's prior review and approval. Upon completion of the Work, the Utility shall provide a written notice of completion of the Work to WSDOT's representative within ten (10) calendar days of the completion of the Work so that WSDOT may make its final inspection. Further, the Utility shall provide the Region Utilities Engineer with detailed as-built drawings within ninety (90) calendar days of Work completion, if the originally approved Permit or Franchise construction plans have been revised during the course of construction.
12. If WSDOT, at its sole discretion, shall determine that any or all of the Utility's facilities must be modified, removed from, or relocated within the state-owned highway right of way as necessary, incidental, or convenient for the construction, alteration, improvement, repair, relocation, or maintenance of the state highway, or for the safety of the traveling public, the Utility, its successors and assigns, shall, at its sole cost and expense, upon written notice by WSDOT, modify, relocate, or remove any or all of its facilities within or from the state-owned highway right of way as required by WSDOT. The Utility shall perform in a timely manner all facility modifications, relocations, and/or removals as WSDOT directs, to avoid highway project impacts or delays and in such manner as will cause the least disruption of traffic or interference with WSDOT's continued operation and/or maintenance of the highway.
13. Should the Utility fail or refuse to comply with WSDOT's direction, pursuant to general provision 12, to modify, remove, or relocate any Utility facility, WSDOT may undertake and perform any modification, removal, or relocation of the Utility facility that WSDOT, in its sole discretion, deems necessary. The Utility agrees to pay WSDOT's expended costs and expenses for performing the work, in accordance with general provision 2.
14. If WSDOT determines in good faith that emergency maintenance work on the Utility's facility is needed to (a) protect any aspect of the state highway right of way, or (b) secure the safety of the traveling public due to a failure of the Utility's facility, WSDOT may perform the necessary work without the Utility's prior approval, and the Utility agrees to pay WSDOT's expended costs and expenses for performing the work in accordance with general provision 2. WSDOT will notify the Utility of the emergency work performed as soon as practicable.
15. WSDOT may amend, revoke, or cancel this Permit or Franchise at any time by giving written notice to the Utility. If the Permit or Franchise is amended, the Utility will have thirty (30) calendar days to modify the facility as the Permit or Franchise amendment(s) require. If the facility modifications cannot be made within thirty (30) calendar days, the Utility shall respond to WSDOT, in writing, as to when the facility modifications can be made. If the Permit or Franchise is revoked or canceled, the Utility shall immediately remove all facilities from the right of way. Any facilities remaining upon the right of way thirty (30) calendar days after written notice of Permit or Franchise revocation or cancellation may be removed by WSDOT at the expense of the Utility. The Utility agrees to pay WSDOT's expended costs and expenses for performing the work in accordance with general provision 2.
16. Should the Utility breach any of the conditions and requirements of this Permit or Franchise, or should the Utility fail to proceed with due diligence and in good faith with the Work as authorized by this Permit or Franchise, WSDOT may cancel or revoke the Permit or Franchise upon thirty (30) calendar days written notice to the Utility.
17. The Utility shall not excavate or place any obstacle within the state-owned highway right of way in such a manner as to interfere with WSDOT's construction, operation, and maintenance of the state-owned highway right of way or the public's travel thereon without first receiving WSDOT's written authorization.
18. The Utility agrees to maintain, at its sole expense, its facilities authorized by this Permit or Franchise in a condition satisfactory to WSDOT.
19. The Utility agrees that it is financially responsible to WSDOT for all necessary expenses incurred in inspecting the construction and restoring the highway pavement or related transportation equipment or facilities to a permanent condition suitable for travel as determined by WSDOT, as well as financially responsible to WSDOT for trenching

work not completed and for compensating WSDOT for the loss of useful pavement life caused by trenching as required by RCW 47.44.020.

20. Upon completion of all Work, the Utility shall immediately remove all rubbish and debris from the state-owned highway right of way, leaving the state-owned highway right of way in a neat, presentable, and safe condition to WSDOT's satisfaction. Any Work-related rubbish and debris clean up, or any necessary slope treatment to restore and/or protect the state-owned right of way, not done within one (1) week of Work completion, unless otherwise negotiated, will be done by WSDOT at the expense of the Utility. The Utility agrees to pay WSDOT's expended costs and expenses for performing the work in accordance with general provision 2.
21. For the benefit and safety of the traveling public, the Utility voluntarily agrees to permit WSDOT to attach and maintain upon any Utility facility under this Permit or Franchise any required traffic control devices, such as traffic signals, luminaires, and overhead suspended signs, when the use of such devices or attachments does not interfere with the use for which the facility was constructed. WSDOT shall bear the cost of attachment and maintenance of such traffic control devices, including the expended cost of any extra Utility infrastructure construction beyond what is necessary for the Utility's facility; such extra cost to be jointly determined by WSDOT and the Utility. WSDOT shall not share in the Utility facilities' cost of installation, operation, or maintenance of any of the facilities installed under this Permit or Franchise.
22. The Utility shall comply with WSDOT's Temporary Erosion and Sediment Control Manual (M 3103.01) and any revisions thereto, for erosion control and/or to mitigate any erosion occurring as a result of the Work. If the Utility Work performed under this Permit alters, modifies, changes, or interferes in any way with the drainage of the state-owned highway right of way, the Utility shall, at its own expense, make all corrections and/or provisions WSDOT requires to fix and restore the state-owned right of way drainage to its original condition and function prior to the Utility's Work. Any flows from the Utility shall not exceed the flows discharging to WSDOT drainage prior to the new work. Any flows discharged to state-owned highway right of way shall meet the requirements for quantity and water quality according to the current version Highway Runoff Manual (M 31-16). Should the Utility not make the required drainage restoration, WSDOT reserves the right to make such changes as necessary to restore the original drainage function at the sole cost of the Utility, and the Utility agrees to pay WSDOT's expended costs and expenses for performing the work in accordance with Stormwater Discharge General Provision 2.
23. The Utility shall be responsible for securing all necessary permits, including but not limited to, federal, state, and local regulatory, tribal, environmental, archeological, and railroad permits and permits from the Washington State Department of Ecology, the Washington State Department of Fish and Wildlife, and/or the U.S. Army Corps of Engineers prior to beginning the Work authorized by this Permit or Franchise. The Utility shall be responsible for mitigation measures where wetlands have been disturbed and agrees that it is responsible for any fines imposed for noncompliance with the permit(s) conditions or for failure to obtain the required permits. In addition, the Utility, on behalf of itself and its contractors, officers, officials, employees, and agents, agrees to indemnify, hold harmless, and defend, at its sole cost and expense, WSDOT and its officers, officials, employees, and agents from any and all fines, costs, claims, judgments, and/or awards of damages (to regulatory agencies, persons, and/or property), arising out of, or in any way resulting from, the Utility's failure to (1) obtain any required permit for the Utility Work or (2) comply with permit conditions. Further, the Utility shall be responsible for compliance with all federal, state, and local laws, regulations.
24. For any of the Utility's Work that requires permit coverage under the "CONSTRUCTION STORMWATER GENERAL PERMIT - National Pollutant Discharge Elimination System and State Waste Discharge General Permit for Stormwater Discharges Associated with Construction Activity" (Construction Stormwater General Permit), the Utility shall obtain said permit coverage and shall comply with all requirements of the Construction Stormwater General Permit. Upon WSDOT's request, the Utility shall provide a copy of the Construction Stormwater General Permit. In addition, the Utility, on behalf of itself and its contractors, officers, officials, employees, and agents, agrees to indemnify, hold harmless, and defend, at its sole cost and expense, WSDOT and its officers, officials, employees, and agents from any and all fines, costs, claims, judgments, and/or awards of damages (to regulatory agencies, persons, and/or property), arising out of, or in any way resulting from, the Utility's failure to (1) obtain coverage under the Construction Stormwater General Permit for Utility Work or (2) comply with the Construction Stormwater General Permit requirements.

25. This Permit or Franchise does not authorize the Utility, or its employees, contractors, or agents, any right to cut, spray, retard, remove, destroy, disfigure, or in any way modify the physical condition of any vegetative material located on the state-owned highway right of way. Should the Utility anticipate that its Work will alter the appearance of the state-owned highway right of way vegetation, the Utility shall notify WSDOT representative listed in special provision 1 to obtain WSDOT's prior written approval of the Utility's proposed work. If WSDOT permits the Utility to modify the state-owned highway right of way vegetation, it agrees that any vegetation cutting and/or trimming activities shall be conducted in such a manner that the state-owned highway right of way vegetation appearance will not be damaged. Should the Utility damage the appearance of the state-owned highway right of way vegetation without WSDOT's prior written approval, the Utility is subject to penalties provided for in RCWs 47.40.070, 47.40.080, and 4.24.630, as applicable.
26. The Utility hereby certifies that its facilities described in this Permit or Franchise are (1) in compliance with the Control Zone Guidelines, or (2) for a franchise consolidation or renewal, a mitigation plan has been submitted and approved for any existing Location I or Location II utility objects to be corrected in accordance with the Control Zone Guidelines, pursuant to Chapter 9 of WSDOT's Utilities Manual (M 22-87) and any revisions thereto.
27. The Utility shall not assign or transfer this Permit or Franchise without WSDOT's prior written approval. The Utility understands that any assignment or transfer requires the assignee or transferee to have the means to assume all obligations, duties, and liabilities of the terms and conditions of this Permit or Franchise, and the Utility will advise the assignee or transferee of its obligation to apply for an updated or replacement Permit or Franchise. If WSDOT does not approve the assignment or transfer, this Permit or Franchise shall automatically terminate, and the facility occupying state-owned highway right of way shall be subject to the terms of RCW 47.44.060.
28. The Utility, its successors and assigns, shall indemnify, defend at its sole cost and expense, and hold harmless the State of Washington, its officers and employees, from all claims, demands, damages (both to persons and/or property), expenses, regulatory fines, and/or suits that (1) arise out of or are incident to any acts or omissions of the Utility, its agents, contractors, and/or employees, in the use of the state-owned highway right of way as authorized by the terms and conditions of this Permit or Franchise, or (2) are caused by the breach of any of the terms or conditions of this Permit or Franchise by the Utility, its successors and assigns, and its contractors, agents, and/or employees. The Utility, its successors and assigns, shall not be required to indemnify, defend, or hold harmless the State of Washington, its officers and/or employees, if the claim, suit, or action for damages (both to persons and/or property) is caused by the acts or omissions of the State of Washington, its officers and/or employees; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) the State of Washington, its officers and/or employees, and (b) the Utility, its agents, contractors, and/or employees, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the acts or omissions of the Utility, its agents, contractors, and/or employees.
29. The Utility agrees that its obligations under this Permit or Franchise extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents while performing Work under this Permit or Franchise while located on state-owned highway right of way. For this purpose, the Utility, by MUTUAL NEGOTIATION, hereby waives, with respect to the State of Washington only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions in chapter 51.12 RCW.
30. The indemnification and waiver provided for in general provisions 28 and 29 shall survive the termination of this Permit or Franchise.
31. Any action for damages against the State of Washington, its agents, contractors, and/or employees, arising out of damages to a utility or other facility located on state-owned highway right of way, shall be subject to the provisions and limitations of RCW 47.44.150.
32. This Permit or Franchise shall not be deemed or held to be an exclusive one and shall not prohibit WSDOT from granting rights of like or other nature to other public or private utilities, nor shall it prevent WSDOT from using any of the state-owned highway right of way or other properties for transportation purposes, or affect WSDOT's right to full supervision and control over all or any part of the state-owned highway right of way or properties, none of which is hereby surrendered. Further, WSDOT reserves the exclusive right to require that all utility facilities be subject to joint trenching and occupancy.



Special Provisions for Permits and Franchises

Utility Franchise 6614 Amend. #2

Applicable provisions are denoted by (X)

- 1. No Work provided for herein shall be performed until the Utility is authorized by the following Washington State Department of Transportation (Department) Representative(s):

Name: <u>Chris Ehresmann</u>	Name: _____
Title: <u>Utility Inspection Engineer</u>	Title: _____
Street: <u>5720 Capitol Blvd. SE</u>	Street: _____
City: <u>Olympia</u>	City: _____
State: <u>WA</u> Zip: <u>98501-5201</u>	State: _____ Zip: _____
Phone: <u>360-570-6749</u> Cell: _____	Phone: _____ Cell: _____
Fax: _____	Fax: _____

The Utility shall notify in writing the identified Department representative(s) at least five (5) working days (Monday through Friday excluding any holidays), in advance of commencing Work on state-owned highway right of way.

- 2. Prior to beginning the Work, a pre-construction conference shall be held at which the Department, Utility's engineer, contractor, and inspector (as applicable) shall be present. The Utility shall give a minimum 5 working days (Monday through Friday excluding any holidays) notice to the Department's representative(s) (prior to the pre-construction conference)
- 3. Work within the state-owned highway right of way shall be restricted to _____. No Work shall be allowed on Saturday, Sunday, or holidays, without prior approval by the Department. In addition, the Utility shall be off the highway by noon the day prior to a holiday unless authorized by the Department. If a holiday falls on a Saturday, the preceding Friday is counted as the holiday, and the Utility shall be off the highway by noon Thursday. When the Holiday falls on a Monday the Utility shall be off the right of way at noon on the preceding Friday. Nothing in this section shall limit the authority of the Department to further restrict work within state-owned highway right of way at the Department's discretion. The hours of closure are subject to change if required by the Department.
- 4. During non-working hours equipment and materials shall not be located or stored within the work zone clear zone (WZCZ) area. Minimum WZCZ distances will be measured from the edge of the traveled way (the portion of the roadway intended for the movement of vehicles, exclusive of shoulders and lanes for parking, turning, and storage for turning) and will be determined as follows:

Minimum Work Zone Clear Zone Distance

Posted Speed	Distance From Traveled Way (ft)
35 mph or less	10
40 mph	15
45 to 55 mph	20
60 mph or greater	30

5. In the event that during the course of this project an inadvertent discovery of historical/archeological objects, human remains, or a bone/bones of uncertain origin is made, the Utility shall immediately cease operations and contact the Department Representative in section 1 and the Department Archaeologist:
Name: Roger Kiers
Phone: 360-570-6638
E-mail: kiersro@wsdot.wa.gov
Determination of necessary follow-up actions or the ability to continue work shall be at the sole discretion of the Department."

6. The Utility agrees that, in the event any construction and/or maintenance of the highway facility becomes necessary within the proximity of the utility installation, it is expressly understood that, upon request from the Department's representative, the Utility will promptly identify and locate by suitable field markings any and all of its underground facilities so that the Department or its contractor can be fully apprised at all times of their precise locations.

7. Construction of this facility will not be permitted from the shoulders or through the traffic lanes and/or ramps of SR _____. All construction access will be from _____.

BOND AND INSURANCE COVERAGE

8. The Utility has provided bond coverage for the Work under this Permit or Franchise by furnishing a blanket surety bond held by the Department at the WSDOT Headquarters Utilities Unit in Olympia, WA.
9. The Utility or its contractor shall provide a surety bond to the Department in the amount of \$ _____, written by a surety company authorized to do business in the State of Washington, or shall set up a Department-approved escrow account prior to the start of construction to cover the Work under this Permit or Franchise. The surety bond or escrow account shall remain in force for a period of one (1) year after the written notice of completion of the Work (as provided in general provision 11), except that when the Work impacts the paved highway (open cuts, bores or damage to the highway surface), the Utility shall be required to maintain the surety bond or escrow account for a period of two (2) years after the notice of completion.
10. When the Utility chooses to perform the Work with other than its own forces and requires its contractor to provide a surety bond to the Department before performing any Work to ensure compliance with all of the terms and conditions of this Permit or Franchise, the bond shall be in the amount of \$ _____, written by a surety company authorized to do business in the State of Washington and shall remain in force until all Work under this Permit or Franchise has been completed, and the Utility's contractor has restored any affected Department property and right of way to the satisfaction of the Department.
11. The Utility shall provide proof of insurance coverage prior to performing any Work within state-owned highway right of way, as follows:
- (a) Commercial General Liability covering the risks of bodily injury (including death), property damage, and personal injury, including coverage for contractual liability, with a limit of not less than \$3 million per occurrence and in the aggregate;
 - (b) Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$1 million per accident;
 - (c) Employers Liability covering the risks of Utility's employees' bodily injury by accident or disease, with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease.

Such insurance policies or related certificates of insurance shall name the Washington State Department of Transportation as an additional insured on all general liability, automobile liability, employers' liability, and excess policies. A forty-five (45) calendar day written notice shall be given to the Department prior to termination of or any material change to the policy(ies) as such relate(s) to this Permit or Franchise.

12. If the Utility is a city or county, it has provided verification of insurance coverage to the Department by providing proof of its coverage through a Risk Pool or verification that the city or county is self-insured, to comply with the insurance terms and conditions of this Permit or Franchise.

UNDERGROUND FACILITIES

13. The Utility shall completely remove all Deactivated Facilities (as defined in Washington State Department of Transportation *Utilities Manual M 22-87*).
14. Deactivated facilities left within the state owned right of way shall remain owned by the Utility, who shall continue to bear all responsibility for any future costs incurred for removal of the Deactivated facilities if required by the Department in its sole discretion.
15. For underground facilities, markers shall be placed at both ends of a crossing, and at all changes in offset distance from right of way line or centerline of the highway and placed approximately every 500 feet for longitudinal installations. Marker information as a minimum shall include owner name, pipeline or cable identification and station, and telephone number or other means to contact a local office. Markers must be in compliance with the Departments *Standard Specifications for Road, Bridge, and Municipal Construction Manual M 41-10, Division 9 (9-17 Flexible Guideposts)*, not create a safety hazard, and all markers shall be placed and maintained so as to minimize interference with Department maintenance operations. It is the Utility's responsibility to maintain its markers. Maintenance of markers includes but is not limited to update of Utility's name (if changed) or Utility's successors' or assigns' contact information, and replacement of damaged or missing markers.
16. All underground facilities shall include a component by which the utility can be located with conventional methods, provided that for all installations in trenches, the Utility shall install detector tape approximately 12 inches above the underground facility. The tape shall conform to the standards of the American Public Works Association Uniform Color Code.
17. Utility facilities or casings for facilities crossing under highways surfaced with oil, asphalt concrete pavement, or cement concrete pavement shall be by trenchless construction, using the appropriate equipment to jack, bore, or auger the facility through the highway prism with a minimum depth of 5 feet along any point from the top of facility to the lowest point of the finished highway grade, at a minimum of 3.5 feet depth from bottom of ditch/toe of slope to top of facility or casing.
18. If PVC or HDPE casings are utilized for crossings, they shall be greater than Schedule 80 or equivalent or as approved by the Department.
19. Casing requirements (WAC 468-34-210) for utilities are specified individually or in whole on the attached exhibits. Any variances to these casing requirements must be approved by the Department, in writing prior to installation.
20. Pipeline installation shall meet the provisions of chapter 480-93 WAC, Gas Companies- Safety, and amendments thereto.
21. Open trenching (cutting a trench for direct placement of a utility that does not include cutting an existing paved highway surface) will only be allowed at the locations identified on the plan sheets and/or listed on Exhibit(s) _____, with restoration to be performed as noted on the attached "Open Trench Detail," Exhibit _____.

- 22. Open cuts (cutting a trench for direct placement of a utility that does include cutting the existing paved highway surface) of the highway are a variance to Department policy, requiring justification (Open Cut Variance Request) and approval by the Department prior to the Work beginning. Open cuts are only allowed at approved locations identified on the plan sheets and/or listed on Exhibit(s) _____, with restoration to be performed as noted on the attached "Open Cut Detail," Exhibit _____.
- 23. If determined necessary by the Department representative, any or all of the excavated material shall be removed and replaced with suitable material as specified by the Department. It is the Utility's responsibility to obtain any necessary permits or comply with applicable requirements to haul or dispose of any excavated material.
- 24. If determined by the Washington State Department of Labor and Industries and/or the Department representative that extra Shoring (beyond that specified in Section 7-08.3(1)B of the Department's Standard Specifications for Road, Bridge, and Municipal Construction) is necessary for the safety of the workers or the protection of the highway pavement, the trenching or excavation work shall be stopped and no Work in the trench or excavation area will be allowed until satisfactory modifications are made.
- 25. All trenches, boring or jacking pits, etc., shall be backfilled as soon as possible. If left open during nonworking hours, they shall be protected to the satisfaction of the Department. Methods of protection shall be submitted a minimum of fourteen (14) calendar days in advance for approval by the Department prior to use.

AERIAL/ABOVEGROUND FACILITIES

- 26. All facilities on joint use poles shall be relocated at the time the pole owner either moves or removes its poles. (The pole owner is the Permit or Franchise holder under which the poles were installed and is responsible for ensuring the removal of the pole.)
- 27. Neutral conductors associated with circuits of 0 to 22 Kilovolts, where the neutral is considered to be 0-750 Volts, shall have a minimum clearance of 24 feet Vertical Clearance as indicated in WAC 468-34-290, 20 feet provided the facility is grounded at each pole at each end of the crossing.

The Utility agrees to underground the aboveground facilities covered by this Franchise in Scenic Classes "A" and "B", as defined on the attached Exhibit(s) _____, either at the time of major construction of the facility, for that portion of facility to be reconstructed, or prior to expiration of this Franchise.
- 28. The Utility agrees to underground the aboveground facilities covered by this Franchise in Scenic Classes "A," "AX," "B," and/or "BX," as defined on the attached Exhibit(s) _____, at the time the pole owner undergrounds its facility. The existing aboveground facility may remain or be relocated as aboveground in Scenic Classes "AX" or "BX," if acceptable to the Department.
- 29. The Utility agrees to underground or relocate the existing aboveground facilities covered by this Franchise in Scenic Classes "A," "AX," "B," and/or "BX," as defined on the attached Exhibit(s) _____, to a location acceptable to the Department either at the time of reconstruction, for the portion of line to be reconstructed, or prior to the expiration of this Franchise. The existing aboveground facility may remain or be relocated as aboveground in Scenic Classes "AX" or "BX," if acceptable to the Department.

MAINTENANCE

- 31. No routine maintenance of the facility authorized by this Permit or Franchise will be allowed within the limited access area.
- 32. Maintenance access of this facility will not be permitted from the shoulders, thru-traffic lanes, and/or ramps of _____, and all service to this facility will be accessed from _____.
- 33. The Utility will notify the Department representative(s), listed in Special Provision 1, three (3) working days (Monday through Friday excluding any holidays) prior to any scheduled maintenance work to be performed in the state-owned highway right of way.

**Special Provisions for
Permits and Franchises
(continued)**

Utility Franchise 30317C – Amendment No. 28

34. During construction and/or maintenance of this facility, the Utility shall comply with the traffic control plan attached and marked "Exhibit D". Any deviation from this traffic control plan will require approval by the Department's representative prior to construction or maintenance operations.
- The Utility must contact Tacoma Maintenance, at (253) 983-7550 and the Olympic Region Utility Inspection Engineer at (360) 570-6749 a minimum of one week prior to any lane closure operations. The Utility must contact Olympic Radio at (253) 538-3300 a minimum of one hour prior to any lane closure operations and immediately after the lanes are reopened to traffic.
35. Work within the state-owned highway right of way shall be restricted to between the hours of 8:00AM to 4:30 PM for Shoulder Closures, and 11:00PM to 4:00AM for lane closures Monday through Thursday. No Work shall be allowed on Saturday, Sunday, or Holidays. Nothing in this section shall limit the authority of the Department to further restrict work within state-owned highway right of way at the Department's discretion. The hours of closure are subject to change if unanticipated circumstances occur.
36. A method of boring shall be utilized with the capability of monitoring and controlling the alignment and grade of the installation.
37. Potholing will be allowed only at locations approved by the Department representative. The method of potholing and restoration shall be as directed by the Department representative.
38. Markers referenced in Special Provision # 15 shall conform to the colors shown in Section 6-01.10 of the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, current edition.
39. The Department will require a Certified Traffic Control Supervisor be on the project at all times. The requirements of the Traffic Control Supervisor shall conform to Section 1-10.2(1) and Section 1-10.2(1)B of the WSDOT Standard Specifications for Road, Bridge and Municipal Construction. The Traffic Control Supervisor shall be certified by one of the following:
- The Northwest Laborers-Employers Training Trust
27055 Ohio Ave.
Kingston, WA 98346
(360) 297-3035
- Evergreen Safety Council
401 Pontius Ave. N.
Seattle, WA 98109
1-800-521-0778 or (206) 382-4090
- The American Traffic Safety Services Association
15 Riverside Parkway, Suite 100
Fredericksburg, Virginia 22406-1022
Training Dept. Toll Free (877) 642-4637 or Phone: (540) 368-1701
40. Re-vegetation of Disturbed Areas:
The Utility shall limit site disturbance to the minimum necessary to install the utility. Vegetation removed, destroyed, or damaged as a result of the Utilities operations, shall be replaced in accordance with the following:
- All areas disturbed by construction activities shall be covered with a 3-inch layer of Compost Type 1 as described in Compost Blanket, Section 8-01.3(4) and 9-14.4(8) in the Standard Specifications. Areas that were previously maintained as mowed erosion grass and areas determined by the Department representative shall be composted, seeded, fertilized, and mulched. Seeding, fertilizing, and mulching shall be as specified in Special Provision # 42. Application dates shall be as specified in Section 8-02.3(15) F.
- Areas determined by the Department representative will require additional planting. The types of plant species and density of the planting will be determined prior to final restoration.
41. Seeding, fertilizing, and mulching will be required for all areas where the ground is disturbed due to the utility installation. The Department's representative will have the final determination on which areas will require the seeding, fertilizing, and mulching mitigation. The seeding, fertilizing, and mulching operation shall meet the

**Special Provisions for
Permits and Franchises
(continued)**

Utility Franchise 30317C – Amendment No. 28

requirements of Division 8 of the Washington State Department of Transportation, Standard Specifications for Road, Bridge, and Municipal Construction and the following supplements.

Seed

Section 9-14.2 is supplemented with the following:

Grass seed, of the following composition, proportion, and quantity shall be applied at a rate of 80 pounds per acre on all areas requiring roadside seeding within the project.

<u>Kind and Variety of Seed in Mixture</u>	<u>% By Weight</u>	<u>Minimum % Pure Seed</u>	<u>Minimum % Germination</u>
Red Fescue	40	39.2	90
Perennial Rye	40	39.2	90
Colonial Bentgrass	10	9.8	85
White Dutch Clover, pre-inoculated	10	9.8	90
	Weed Seed	0.5	
	Inert / Other	1.5	

Fertilizer

Section 9-14.3 is supplemented with the following:

Sufficient quantities of fertilizer shall be applied to supply the following amounts of nutrients

Total Nitrogen as N - 135 pounds per acre.

Available Phosphoric Acid as P₂O₅ - 60 pounds per acre.

Soluble Potash as K₂O - 60 pounds per acre.

Ninety pounds of nitrogen applied per acre shall be derived from isobutylidene diurea (IBDU), cyclo-di-urea (CDU), or sulphur coated urea (SCU). The remainder may be derived from any source.

The fertilizer formulation and application rate shall be approved by the Department's Representative before use.

Mulching and Amendments

Section 9-14.4 is supplemented with the following:

Wood cellulose fiber mulch shall be applied at a rate of 2000 pounds per acre.

At locations determined by the Department's representative seeding by hand may be allowed. If hand seeding is allowed, the grass seed shall be a commercially prepared mix, made up of a low growing species which will grow without irrigation at the project location. The application rate shall be two pounds per 1000 square feet. The source and brand of the grass seed shall be verified through the Region Landscape Office. The Region contact is Ed Winkley at 360-570-6674.

- 42. It is the responsibility of the Utility to secure any rights, easements, or permission required for the installation and maintenance of facilities on private property within the limits of this permit.
- 43. The Department reserves the right to suspend all work on this project at any time. Upon suspension the Utility shall remove all construction equipment from state right of way. Suspension shall remain in effect until the Utility receives written approval to resume work from the Department.

During the period between November 1st and March 31st, construction requiring clearing and grubbing or excavation shall be suspended unless approved by the Department's representative.

Suspension of work by the Department shall not relieve the Utility of liability. The Utility shall install and maintain all erosion control measures required by Federal, State, and County agencies for the term of suspension, at the sole expense of the Utility.

**Special Provisions for
Permits and Franchises
(continued)**

Utility Franchise 30317C – Amendment No. 28

- 44. Per RCW 19.122, the Utility must call 811 at least two business days prior to digging in the State highway right of way to locate existing underground utilities. The Utility shall also contact the WSDOT Olympic Region Signal Superintendent, Jim Newman, to obtain the locations of all WSDOT owned utilities within the project limits a minimum of two business days prior to commencing any excavations. To request utility locates, call 360-357-2616 during normal business hours (7:30AM to 4:00PM) or 360-704-3228 (available 7 days per week by voicemail).
- 45. The Utility shall make submittal of the following items. The review, comment, and approval/acceptance period of the following items may take up to 30 days. Revisions returned to the Utility for additional information will reset the 30 day review, comment and approval/acceptance period.

Temporary Water Pollution/Erosion Control Plan (TESC)

Spill Prevention, Control, and Containment Plan (SPCC)

Shoring Plans (If Applicable)

Pit Protection Plans (If Applicable)

Dewatering Plan (If Applicable)

- 46. Prior to and during construction, the Utility shall submit weekly working schedules showing workdays, non-workdays, and construction activities. Schedules shall be submitted three working days prior to the week reflected on the schedule. Schedules shall be submitted to both the Department representative (listed in Special Provision Number 1) and the following Area Maintenance personnel. When the construction is to last more than ten consecutive days, the Utility shall also submit and receive written approval of a work schedule showing the entire project prior to beginning work. Deviations from the approved project schedule shall be submitted in writing to the Region Utility Inspection Engineer for approval.

Ryan Stafford or Kyle Aslakson - Area 1 Maintenance

11211 41st Avenue SW

Tacoma, WA 98499-4694

Phone: (253) 983-7550

Fax: (253) 983-7565

Email: Ryan Stafford - StaffoR@wsdot.wa.gov or Kyle Aslakson - AslaksK@wsdot.wa.gov

- 47. Prior to construction, the Utility shall submit and maintain an updated contact list for the Utility and Utility's contractor name, role, and phone numbers. Contact list shall be submitted five working days prior to start of work to both the Department representative (listed in Special Provision Number 1) and the Area Maintenance personnel (listed in Special Provision Number 46).
- 48. In General Provision No. 7, the Department representative is replaced with Olympic Region R/W and Survey Manager, contact information below.

Bradley M. Berry, P.L.S.

Olympic Region R/W and Survey manager

(360) 357-2754

BerryB@wsdot.wa.gov



All Grayed Out Areas are For Department Use Only

State Route Number: SR-162 Accommodation Number: 6614 Amend. 2 T, R, Sec.

Begin Mile Post: 10.59 End Mile Post: 10.59 Access Control: Managed Scenic Class: BX

Facility Description – Provide a summary of the proposed work:
 8" DI water line crossing under SR-162 in 14" steel casing

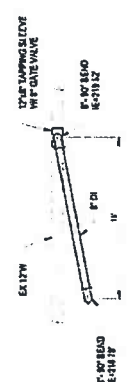
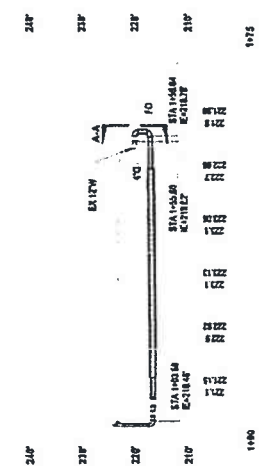
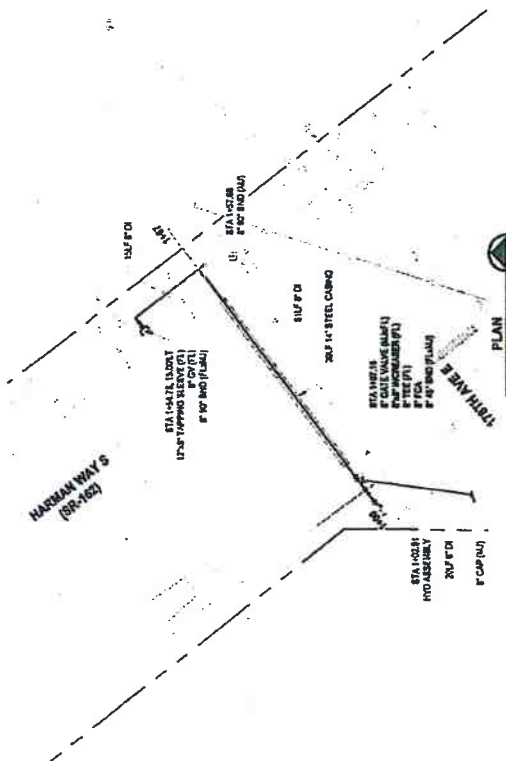
Additional Notes:

Begin Mile Post	End Mile Post	Left, Right or Xing	Offset Distances (feet)			Depth or Height	Facility Description	Right of Way Width (feet)		Scenic Class	Access Control	Remarks and Installation Comments
			From Center Line	From Edge of Traveled Way (Fogline)				Left	Right			
10.59		Left	22'	10'	-2'	Facility to be Installed/Deactivated/Upgraded (Indicate size and/or diameter, and material)	30'					1) Indicate where item enters/leave RW. 2) Include pertinent topography info (turnouts, Rd. approaches, intersections, culvert, guardrail, xing method, split grade/under/overpass, etc.)
10.59	10.59	Xing			-5.6'	12"x8" Tapping Sleeve w/ 8" GV 8" DIP in 14" Steel Casing	30'	30'				Begin Connection - In RW @ 178 th Ave E - cross street
	10.59	Right	29.7'	19.3'	Grade	Hydrant Assembly		30'				End Connection - In RW

HORIZONTAL DATUM:
 HORIZONTAL DATUM FOR THE SURVEYS AND POINTS BASED ON PUBLISHED INFORMATION FROM THE SURVEY DATA SOURCE. POINT DESIGNATION FOR THE SECTION IS THE SECTION NUMBER, THE SURVEY NUMBER, AND THE POINT DESIGNATION.

VERTICAL DATUM:
 VERTICAL DATUM BASED ON MEAN SEA LEVEL AND VERTICAL DATUM POINT DESIGNATION IS THE SECTION NUMBER, THE SURVEY NUMBER, AND THE POINT DESIGNATION.

POINTS	NORTHING	EASTING	ELEVATION	DESCRIPTION
2000	43180.00	111881.56	225.11	SET PILE
2001	43204.04	111899.33	226.89	SET PILE



SECTION 'AA-A'
 SCALE: 1"=8'

PROFILE
 HORIZ: 1"=10'
 VERT: 1"=10'

Franchise 6914
 Amend. 2
 EXHIBIT "C" Page
 1 of 1

50% REVIEW SUBMITTAL
 NOT FOR CONSTRUCTION



Parametric
 1910 1st Avenue East
 Seattle, WA 98101
 (206) 467-1000
 www.parametric.com

NO.	DATE	BY	DESCRIPTION

19TH AVENUE EAST
 UTILITY CROSSING
 COUNTY, WASHINGTON

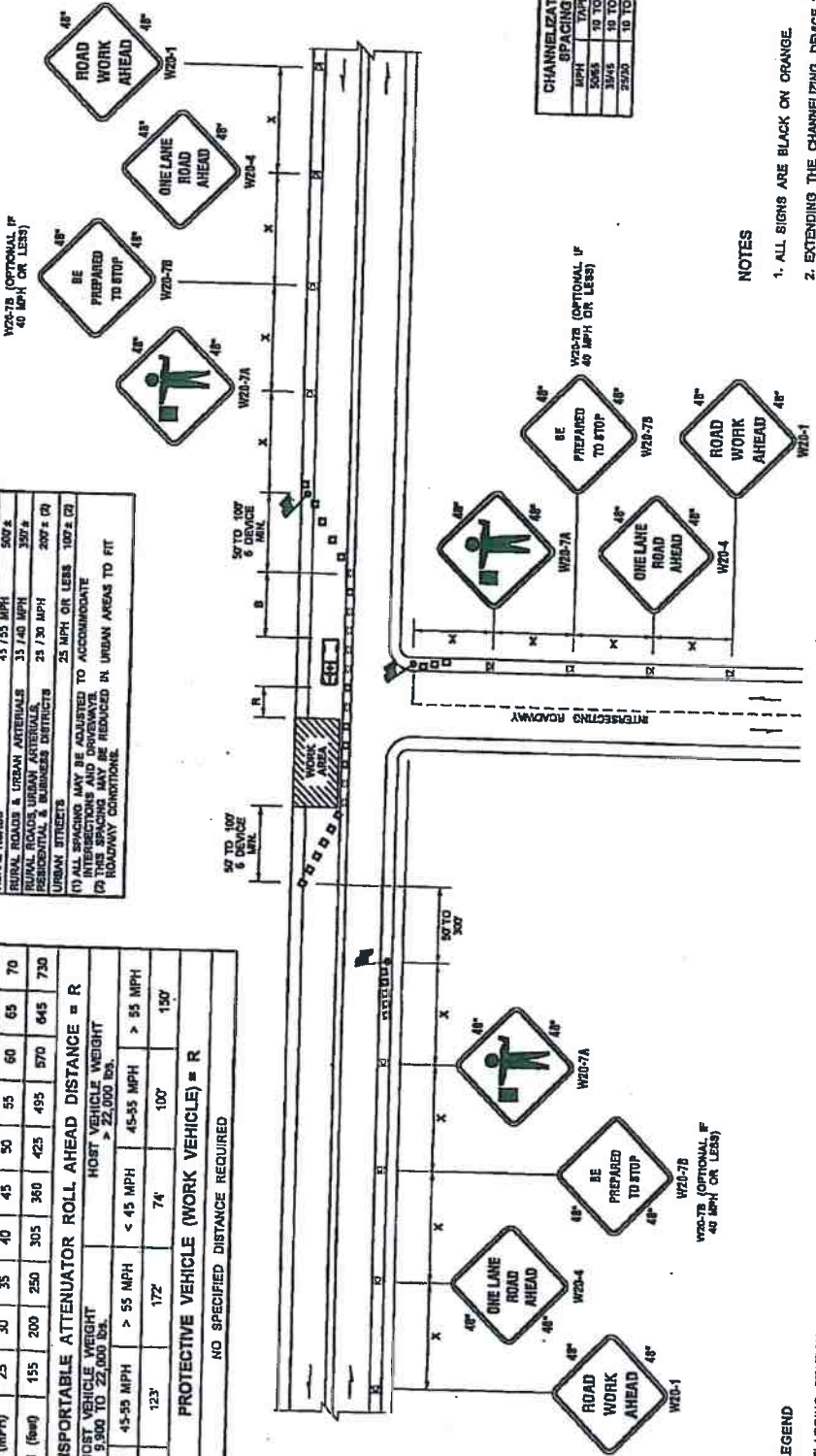
PLAN AND PROFILE
 C1

BUFFER DATA

LONGITUDINAL BUFFER SPACE = B	
SPEED (MPH)	25 30 35 40 45 50 55 60 65 70
LENGTH (ft)	155 200 250 305 360 425 495 570 645 730
TRANSPORTABLE ATTENUATOR ROLL AHEAD DISTANCE = R	
HOST VEHICLE WEIGHT	
5,900 TO 22,000 lbs.	
< 45 MPH	> 55 MPH
123'	172'
74'	100'
> 55 MPH	> 55 MPH
100'	150'
PROTECTIVE VEHICLE (WORK VEHICLE) = R	
NO SPECIFIED DISTANCE REQUIRED	

SIGN SPACING = X (1)	
RURAL HIGHWAYS	60 / 65 MPH 800'±
RURAL ROADS	45 / 50 MPH 500'±
RURAL ROADS & URBAN ARTERIALS	35 / 40 MPH 350'±
RURAL ROADS, URBAN ARTERIALS	25 / 30 MPH 200'± (2)
RESIDENTIAL & BUSINESS DISTRICTS	25 / 30 MPH 200'± (2)
URBAN STREETS	25 MPH OR LESS 100'± (2)

(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERSECTIONS AND DRIVEWAYS.
 (2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.



CHANNELIZATION DEVICE SPACING (FEET)	
MPH	TAPER
30-45	10 TO 20
45-60	15 TO 25
60-80	20 TO 30
80-100	25 TO 35
100-120	30 TO 40

- NOTES**
1. ALL SIGNS ARE BLACK ON ORANGE.
 2. EXTENDING THE CHANNELIZING DEVICE TAPER ACROSS SHOULDER IS RECOMMENDED.
 3. NIGHT WORK REQUIRES ADDITIONAL ROADWAY LIGHTING AT FLAGGING STATIONS. SEE THE STANDARD SPECIFICATIONS FOR ADDITIONAL DETAILS.
 4. SEE SPECIAL PROVISIONS FOR WORK HOUR RESTRICTIONS.

ONE-LANE, TWO-WAY TRAFFIC CONTROL WITH FLAGGERS

NOT TO SCALE

- LEGEND**
- FLAGGING STATION
 - TEMPORARY SIGN LOCATION
 - CHANNELIZING DEVICES
 - PROTECTIVE VEHICLE

OLYMPIC REGION UTILITIES OFFICE
 5720 Capitol Blvd
 Tumwater, WA 98501



Franchise 6614
 Amend. 2
EXHIBIT "D"
 Page 1 of 2

TRAFFIC CONTROL PLAN

TC1

SHOULDER WIDTH (feet)	MINIMUM SHOULDER TAPER LENGTH = L/S (feet)									
	Posted Speed (mph)									
8'	25	30	35	40	45	50	55	60	65	70
10'	-	-	-	-	120	130	150	160	170	190
	-	-	-	-	150	170	180	200	220	240

USE A MINIMUM 3 DEVICES TAPER FOR SHOULDER LESS THEN 8'.

SIGN SPACING = X (1)	
FREeways & EXPRESSWAYS	1500 & 800 ft
RURAL HIGHWAYS	55 TO 70 MPH
RURAL ROADS	45 TO 55 MPH

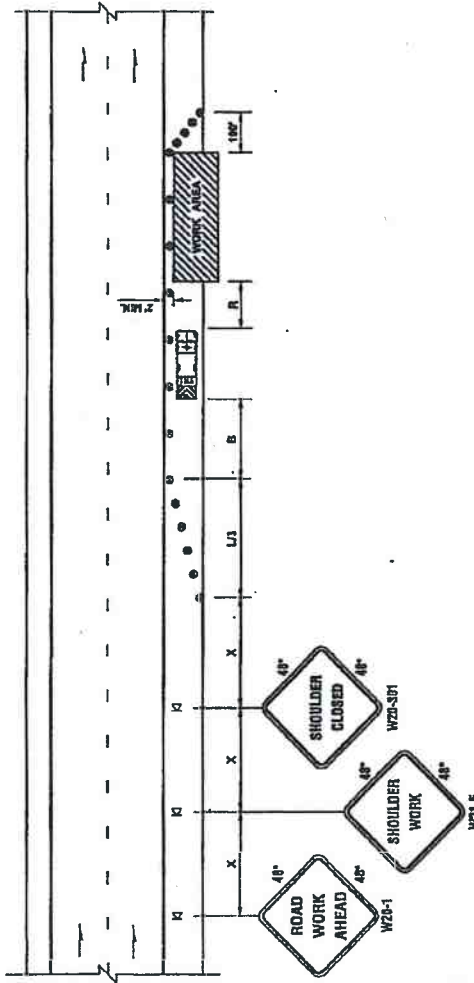
(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERCHANGE AND GRADE INTERSECTIONS AND DRIVEWAYS.

CHANNELIZATION DEVICE SPACING (ft)	
MPH	TAPER
50 TO 60	45
35 TO 45	30

BUFFER DATA										
LONGITUDINAL BUFFER SPACE = B										
SPEED (MPH)	25	30	35	40	45	50	55	60	65	70
LENGTH (feet)	155	200	250	305	360	425	495	570	645	730

TRANSPORTABLE ATTENUATOR ROLL AHEAD DISTANCE = R

HOST VEHICLE WEIGHT	
< 45 MPH	9,900 TO 22,000 lbs.
45-55 MPH	> 55 MPH
100'	123'
	172'
	74'
	100'
	150'



- LEGEND
- Ⓚ TEMPORARY SIGN LOCATION
 - ⊙ TRAFFIC SAFETY DRUM
 - Ⓜ TRANSPORTABLE ATTENUATOR

NOTES

1. NO ENCROACHMENT IN TRAVELED LANE IF ENCROACHMENT IS NECESSARY, LANE SHALL BE CLOSED.
2. DEVICE SPACING FOR THE DOWNSTREAM TAPER SHALL BE 20' (FT) O.C.
3. ALL SIGNS ARE BLACK ON ORANGE.

SHOULDER CLOSURE - HIGH SPEED

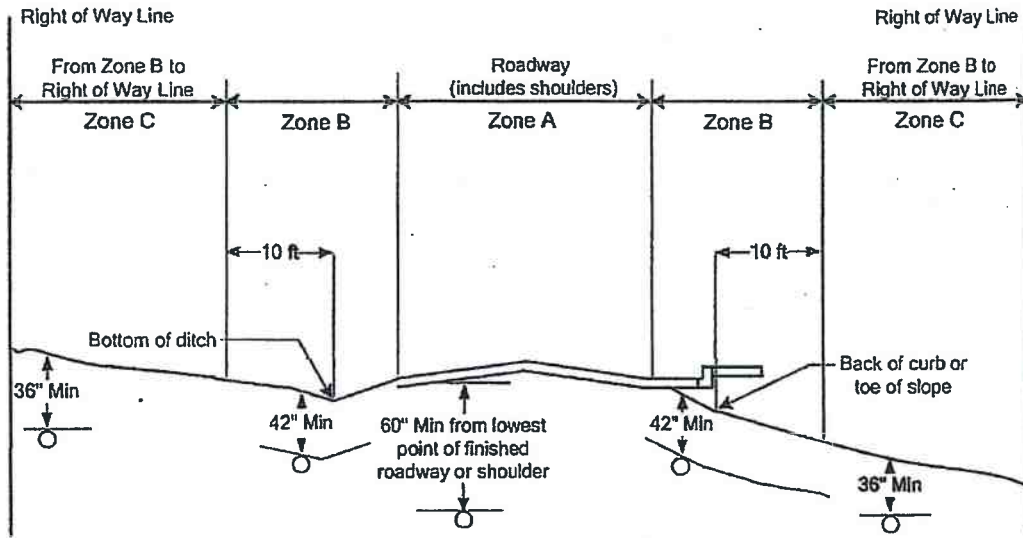
NOT TO SCALE

OLYMPIC REGION UTILITIES OFFICE
5720 Capitol Blvd
Tumwater, WA 98501

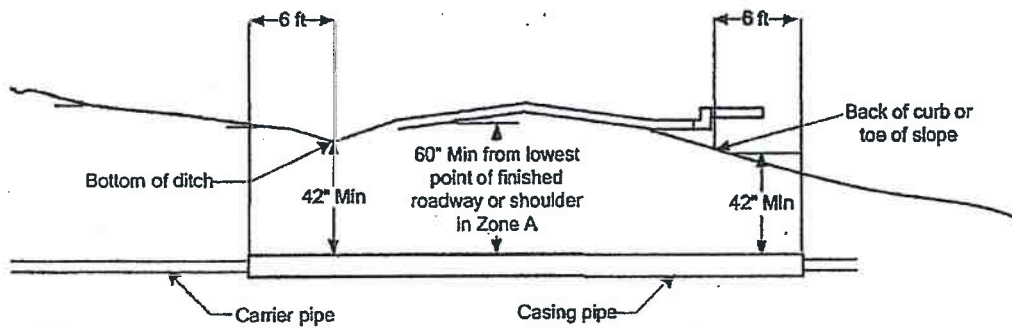


Franchise 6614
Amend. 2
EXHIBIT "D"
Page 2 of 2

TRAFFIC CONTROL PLAN TCS



Longitudinal Coverage Detail



Note:
Casing pipes shall extend a minimum of 6 feet beyond the toe of fill slopes, or bottom of ditch line, or outside curb.

Crossing Coverage Detail

Minimum Cover for Pipe Installation
Figure 120-3

Franchise 6614
Amend. 2
EXHIBIT "E"
Page 1 of 1

**NOTIFICATION OF MAINTENANCE OPERATIONS
WITHIN STATE RIGHT OF WAY
Olympic Region- Jefferson, Clallam, Grays Harbor, Thurston,
Mason, Pierce and Kitsap Counties
Written Confirmation of Compliance**

*Email three (3) Working Days Prior to Start of Construction****

Email: OlympicRegionUtilities@wsdot.wa.gov Office No. (360) 570-6743 * Main Desk No. (360) 357-2600

Date: _____

To: _____, OLYMPIC REGION UTILITIES
(Name)

UTILITY CO: _____
 Contact: _____ Address: _____
 Phone: _____
 Fax: _____
 Field Contact: _____ Cell #: _____ Email #: _____

UTILITY'S CONTRACTOR: _____
 Contact: _____ Address: _____
 Phone: _____
 Fax: _____
 Field Contact: _____ Cell #: _____ Email #: _____

What: _____

When: _____

Where: SR _____ MP _____ to MP _____

Location: _____

Existing Permit/Franchise Number: _____ Expiration Date: _____



Utility Rep: _____	Signature _____
	Date _____
WSDOT Approval: _____	Signature _____
	Date _____

NORTH _____

R/W-----

EOP-----

C/L-----

EOP-----

R/W-----

REMARKS/CROSS SECTION (INCLUDE DESCRIPTION OF TRAFFIC CONTROL NEEDED)

Franchise 6614
 Amend. 2
 EXHIBIT "F" Page
 1 of 1

*** Work requiring lane restrictions, access break approval, or other unique situations may take more than 3 days for approval. Lane closure notices SHALL also be called into Olympic Radio at (253) 548-2420 immediately prior to and after closure each day.

CITY OF ORTING

Short Form Contract

110 Train St SE
Orting, WA 98360

lhinds@cityoforting.org
(360) 893-2219 x139

Contractor/Vendor Name: Dunford Construction, Inc. Project No.: PW2019-04
Address: 14015 217th Ave E Budget Item: 401.594.34.63.30
Orting WA 98360 Project Name: 178th Ave E Utility Crossing
Telephone: 253-266-5781

AGREEMENT

This Agreement is made and entered into this 2nd day of April, 2019, by and between the City of Orting, hereinafter called "the City," and Dunford Construction, Inc., hereinafter called "the Contractor."

The City and the Contractor hereby agree as follows:

1. SCOPE OF WORK.

The project will include a live tap and open cut trench from the City of Orting's existing water main, located on the east side of SR162 at the intersection with 178th Avenue E, to the west side of SR 162. An 8-inch waterline will be installed across the highway in a 14-inch steel casing. In performing such services, the Contractor shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall also comply with all requirements and conditions contained in the WSDOT Franchise Utility Permit (Exhibit B).

2. TIME OF COMPLETION.

The work shall be commenced following 15 days after Council approval and be completed in 20 working days.

3. CONTRACT SUM.

The City shall pay the Contractor for the performance of the work in the sum of \$ 60,000.00, plus applicable Washington state sales tax.

4. PAYMENTS.

The City shall make payments according to the Contract at completion of the project.

5. ACCEPTANCE AND FINAL PAYMENT.

Final payment shall be due twenty (20) days after completion of the work, provided the Contract is fully performed and accepted.

CITY OF ORTING

Short Form Contract

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(360) 893-2219 x139

6. GENERAL CONDITIONS.

The City and the Contractor agree upon the following general conditions which shall govern:

A. Contract Documents.

The Contract includes this Agreement, and the Scope of Work exhibit attached hereto.

The intent of these documents is to include all labor, materials, appliances, and services of every kind necessary for the proper execution of work, and the terms and conditions of payment therefor.

The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.

The Contractor agrees to verify all measurements set forth in the above documents and to report all differences in measurements before commencing to perform any work hereunder.

B. Materials, Appliances, and Employees.

Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools, water, power, and other items necessary to complete the work.

Unless otherwise specified, all material shall be new, and both workmanship and materials shall be of good quality.

Contractor warrants that all workmen and subcontractors shall be skilled in their trades.

C. Surveys, Permits, and Regulations.

The City shall furnish all surveys unless otherwise specified. Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City unless otherwise specified. The Contractor shall comply with all laws and regulations bearing on the conduct of the work and shall notify the City in writing if the drawings and specifications are at variance therewith.

D. Protection of Work, Property, and Persons.

The Contractor shall adequately protect the work, adjacent property, and the public, and shall be responsible for any damage or injury due to its act or neglect.

E. Access to Work.

The Contractor shall permit and facilitate observation of the work by the City, its agents and public authorities at all times.

CITY OF ORTING

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F. Changes in the Work.

The City may order changes in the work; the Contract sum being adjusted accordingly. All such orders and adjustments shall be in writing. Claims by the Contractor for extra cost must be in writing before executing the work involved.

G. Correction of Work.

The Contractor shall re-execute any work that fails to conform to the requirements of the Contract and that appears during the progress of the work, and shall remedy any defects due to faulty materials or workmanship which appear within a period of one (1) year from the date of completion of the Contract and final acceptance of the work by the City, unless the manufacturer of the equipment or materials has a warranty for a longer period of time, which warranties shall be assigned by the Contractor to the City. The provisions of this article apply to work done by subcontractors, as well as to work done by direct employees of the Contractor.

H. City's Right to Terminate Contract.

Should the Contractor neglect to prosecute the work properly, or fail to perform any provision of the Contract, the City, after seven (7) days' written notice to the Contractor, and its surety, if any, may without prejudice to any other remedy the City may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. At the City's option, the City may terminate the Contract and take possession of all materials, tools, appliances, and finish work by such means as the City sees fit. If the unpaid balance of the Contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the City.

I. Payments.

Payment is made pursuant to Section 4. However, payment may be withheld on account of defective work not remedied, liens filed, damage by the Contractor to others not adjusted, or failure to make payments properly to the subcontractors.

J. Contractor's Liability Insurance.

The Contractor shall provide insurance coverage at the Contractor's cost that shall be maintained in full force and effect during the term of this Contract, as follows:

The insurance required shall be issued by an insurance company(s) authorized to do business within the State of Washington, and shall name the City of Orting, its agents and employees, as additional insureds by endorsement under the insurance policy(s). All policies shall be primary to any other valid and collectable insurance. The City does not waive its right to subrogation against the Contractor, and the policy shall be so endorsed. Contractor shall instruct the insurers to give the City, at least 30 days advance notice of any insurance cancellation.

CITY OF ORTING

Short Form Contract

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The Contractor shall submit to the City, within 15 days of the Contract effective date, a Certificate of Insurance, which outlines the coverage and limits defined in the Insurance section. The Contractor shall submit renewal certificates as appropriate during the term of the Contract.

The Contractor shall obtain, at the Contractor's cost and maintain in full force and effect during the term of the Contract, insurance to meet the following minimum amounts from an insurance carrier licensed to conduct business in the State of Washington. All carriers (except Workers compensation) shall have a minimum A.M. Best rating of 'A' VII or better.

SUBCONTRACTORS:

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

No Limitation. Contractor's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's resource to any remedy available at law or in equity.

Minimum Scope of Insurance. Contractor 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, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured Contract. The Commercial General Liability insurance shall be endorsed to insurance for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
3. **Workers Compensation** coverage as required by the Industrial Insurance laws of the State of Washington, with a minimum of \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit.

CITY OF ORTING

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(360) 893-2219 x139

Minimum Amounts of Insurance.

Contractor 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 per project aggregate, and a \$2,000,000 products completed operations aggregate limit.
3. **Industrial Insurance Coverage:** The coverage shall provide or purchase industrial insurance coverage prior to performing work under this Contract. The City will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Contractor or any subcontractor or employee of the Contractor which might arise under the industrial insurance laws during the performance of duties and services under this Contract. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this Contract, those payments shall be made by the Contractor; the Contractor shall indemnify the City of Orting and guarantee payment of such amounts.

Other Insurance Provisions.

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

1. The Contractor's insurance coverage shall be primary insurance with respect to the City of Orting. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor'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, to the City of Orting.

Contractor's Insurance for Other Losses.

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee-owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, or Contractors, as well as for any temporary structures, scaffolding, and protective fences.

K. Performance Bond.

The Contractor shall furnish to the City prior to start of construction a performance bond in an amount of one hundred percent (100%) of the Contract in a form acceptable to the City. In lieu of bond for contracts less than \$25,000, the City may, at the Contractor's option, hold five percent (5%) of the Contract amount as retainage for a period of thirty (30) days after final acceptance or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens, whichever is later.

CITY OF ORTING

Short Form Contract

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L. Liens.

The final payment shall not be due until the Contractor has delivered to the City a complete release of all liens arising out of this Contract or receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to the City indemnifying the City against any lien.

M. Separate Contracts.

The City has the right to let other contracts in connection with the work, and the Contractor shall properly cooperate with any such other contracts.

N. Attorneys' Fees and Costs.

In the event of legal action hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

O. Cleaning Up.

The Contractor shall keep the premises free from accumulation of waste material and rubbish, and at the completion of the work, shall remove from the premises all rubbish, implements, and surplus materials and leave the building broom-clean and private properties clear.

P. Indemnification. The Contractor shall protect, indemnify, and save the City harmless from and against any damage, cost, or liability including reasonable attorney fees, for injuries to person or property arising from acts or omissions of the Contractor, his employees, agents, or subcontractors, howsoever caused. The Contractor will be responsible for any damages sustained by his employees to City equipment and/or fixtures and shall provide all repairs/replacements, as appropriate, at no cost to the City.

Independent Status of Contractor: The parties to this Contract, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for

CITY OF ORTING

Short Form Contract

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(360) 893-2219 x139

the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Q. Prevailing Wages.

The Contractor shall pay all laborers, workmen, and mechanics the prevailing wage and shall file the required "Statement of Intent to Pay Prevailing Wages" in conformance with RCW 39.12.040.

R. Discrimination Prohibited.

The Contractor shall comply with all Equal Employment Opportunity regulations and shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor on the basis of race, color, religion, creed, sex, age, national origin, marital status, or the presence of any sensory, mental, or physical handicap.

S. Washington State Department of Transportation (Department) Right-of-Way

GENERAL PROVISIONS:

1. The Contractor agrees to schedule and perform its work in such a manner as not to delay the Department's contractor's work when the department has a contractor performing work in the vicinity of the Contractor's work.
2. All contact between the Department and the Contractor shall be through the City's representative.
3. The Contractor shall contact the Department two (2) weeks prior to conducting work, to determine the location of survey control monuments within the area in which the Contractor will be working. In the event any monument or right-of-way marker will be altered, damaged, or destroyed by the Contractor, the Department, prior to the Contractor's work, will reference or reset the monument or right-of-way marker. During the work, upon discovery of a monument or right-of-way marker, the Contractor shall cease work in the area and immediately notify the Department of the discovery. The Department will coordinate with the City to ensure that the monument or right-of-way marker is recorded or replaced.
4. In the event any milepost, fence, or guardrail is located within the limits of the Contractor's work and will be disturbed during the Contractor's work, the Contractor agrees to safely remove these highway facilities prior to Contractor's work and reset or replace these highway facilities after the Contractor's work, to the Department's sole satisfaction and at the sole cost of the City. The Contractor agrees that all highway signs and traffic control devices shall not be removed or disturbed during the Contractor's work.
5. The Contractor shall comply with the *Manual on Uniform Traffic Control Devices for Streets and Highways* (Federal Highway Administration) and the State of Washington modifications thereto (Chapter 468-95 WAC) while it performs the work. If the Department requires, the Contractor shall submit a signing and traffic control plan to the Department's representative for approval prior to construction or maintenance work. No

CITY OF ORTING

Short Form Contract

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Orting, WA 98360

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lane closures shall be allowed except as approved by the Department's representative. Approvals may cause revision of Special Provisions of the City's Permit or Franchise, including hours of operation.

6. Should the Contractor fail or refuse to comply with the Department's direction to modify, remove, or relocate any City facility, the Department may undertake and perform any modification, removal, or relocation of the City facility that the Department, at its sole direction, deems necessary. The Contractor agrees to pay the Department's expended costs and expenses for performing the work.
7. The Contractor shall not excavate or place any obstacle within the state-owned highway right-of-way in such a manner as to interfere with the Department's construction, operation, and maintenance of the state-owned highway right-of-way or the public's travel thereon without first receiving the Department's written authorization.
8. Upon the completion of all work, the Contractor shall immediately remove all rubbish and debris from the state-owned highway right-of-way, leaving the state-owned highway right-of-way in a neat, presentable, and safe condition to the Department's satisfaction. Any work-related rubbish and debris cleanup, or any necessary slope treatment to restore and/or protect the state-owned right-of-way, not done within one (1) week of work completion, unless otherwise negotiated, will be done by the Department at the expense of the Contractor. The Contractor agrees to pay the Department's expended costs and expenses for performing the work in accordance with general provision 2.
9. The Contractor shall comply with the Department's Temporary Erosion and Sediment Control Manual (M 3103.01), and any revision thereto, for erosion control and/or to mitigate any erosion occurring as a result of the work. If the work performed under this Contract alters, modifies, changes, or interferes in any way with the drainage or the state-owned highway right-of-way, the Contractor shall, at its own expense, make all corrections and/or provisions the Department requires to fix and restore the state-owned right-of-way drainage to its original condition and function prior to the Contractor's work. Any flows from the City facilities shall not exceed the flows discharging to WSDOT drainage prior to the new work. Any flows discharged to state-owned highway right-of-way shall meet the requirements for quantity and water quality according to the current version Highway Runoff Manual (M 31-16). Should the Contractor not make the required drainage restoration, the Department reserves the right to make such changes as necessary to restore the original drainage function at the sole cost of the Contractor, and the Contractor agrees to pay the Department expended costs and expenses for performing the work.
10. The Contractor is not authorized any right to cut, spray, retard, remove, destroy, disfigure, or in any way modify the physical condition of any vegetative material located on the state-owned highway right-of-way. Should the Contractor anticipate that its work will alter the appearance of the state-owned highway right-of-way vegetation, the Contractor shall notify the Department representative listed in Applicable Provision 11 to obtain the Department's prior written approval of the Utility's proposed work. If the Department permits the Contractor to modify the state-owned highway right-of-way vegetation, it agrees that any vegetation cutting, and/or trimming activities shall be conducted in such a manner that the state-owned highway right-of-way vegetation appearance will not be damaged. Should the Contractor damage the appearance of the state-owned highway right-of-way vegetation without the Department's prior written

CITY OF ORTING

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approval, the utility is subject to penalties provided for in RCWs 47.40.070, 47.40.80, and 4.24.630 as applicable.

APPLICABLE PROVISIONS:

1. No work provided for herein shall be performed until the City is authorized by the following Washington State Department of Transportation (Department) Representative:

Name: Chris Ehresmann
Title: Utility Inspection Engineer
Street: 5720 Capitol Blvd. SE
City: Tumwater State: WA Zip: 98501-5201
Phone: 360-570-6749
Email: ehresmc@wsdot.wa.gov

The Contractor shall notify in writing to the identified City at least five (5) working days (Monday through Friday, excluding holidays), in advance of commencing work on state-owned highway right-of-way.

2. Prior to beginning the work, a pre-construction conference shall be held at which the Department, City Engineer, Contractor, and inspector (as applicable) shall be present. The City shall give a minimum of five (5) working days (Monday through Friday, excluding any holidays) notice to the Department's representative(s) (prior to the pre-construction conference).
3. Work within the state-owned highway right-of-way shall be restricted to daylight hours. No work shall be allowed on Saturday, Sunday, or holidays. In addition, the Contractor shall be off the highway by noon the day prior to a holiday unless authorized by the Department. If a holiday falls on a Saturday, the preceding Friday is counted as the holiday, as the Contractor shall be off the highway by noon Thursday. When the holiday falls on a Monday, the Contractor shall be off the right-of-way by noon on the preceding Friday. Nothing in this section shall limit the authority of the Department to further restrict work within the state-owned highway right-of-way at the Department's discretion. The hours of closure are subject to change if unanticipated circumstances occur.
4. During non-working hours, equipment and materials shall not be located or stored within the work zone clear zone (WZCZ) area. Minimum WZCZ distanced will be measured from the edge of the traveled way (the portion of the roadway intended for the movement of vehicles, exclusive of shoulders and lanes for parking, turning, and storage fir turning) and will be determined as follows:

Posted Speed	Distance from Traveled Way (ft)
35 mph or less	10
40 mph	15
45-55 mph	20
60 mph or greater	30

Minimum Work Zone Clear Zone Distance

CITY OF ORTING

Short Form Contract

110 Train St SE
Orting, WA 98360

lhinds@cityoforting.org
(360) 893-2219 x139

5. The Contractor agrees that, in the event any construction and/or maintenance of the highway facility becomes necessary within the proximity of the utility installation during the time the Contractor will be working within the highway right-of-way, it is expressly understood that, upon request from the Department's representative, the Contractor will promptly identify and locate, by suitable field markings, any and all of its underground facilities so that the Department or its Contractor can be fully apprised at all times of the precise locations of the facilities.
6. All vehicles and equipment that are not essential for the work shall not be parked on the shoulders or thru-traffic lanes and/or ramps of SR 162.

UNDERGROUND FACILITIES:

1. The Contractor shall completely remove all Deactivated Facilities as defined in the Washington State Department of Transportation Utilities Manual (M 22-87).
2. For underground facilities, the Contractor shall place markers at each right-of-way line at one end of a normal crossing, at both ends of an oblique crossing, and at all changes in offset distance from the right-of-way line or centerline of the highway and place every 500 feet for longitudinal installations. Marker information as a minimum shall include owner name, pipeline or cable identification and station, and telephone number or other means to contact a local office. Markers must meet an industry standard that will not create a safety hazard, and all markers shall be placed and maintained so as to minimize interference with Department maintenance operations.
3. On all underground facilities, the Contractor shall include a component by which the utility can be located with conventional methods. In addition, for all installations in trenches, the Contractor shall install detector tape approximately 12 inches above the underground facility. The tape shall conform to the standards of the American Public Works Association Uniform Color Code.
4. Utility facilities or casings for facilities crossing under highways surfaced with oil, asphalt concrete pavement, or cement concrete pavement shall be open cut trench construction, using the appropriate equipment to install the facility through the highway prism with a minimum depth of 5 feet along any point from the top of the facility to the lowest point of the finished highway grade, at a minimum of 3.5 feet depth from the bottom of ditch/toe of slope to top of facility or casing. Pavement restoration and trench construction shall follow WSDOT Open Cut Crossing Utility Trench Backfill Detail.
5. If PVC or HDPE casings are utilized for crossings, that shall be equivalent to or greater than Schedule 80.
6. The Contractor shall follow casing requirements (WAC 468-34-210). The Contractor shall justify, in writing, any variances to these requirements, and have the variances approved by the Department.
7. It is the Contractor's responsibility to obtain any necessary permits or comply with applicable requirements to haul or dispose of any excavated material.
8. If determined by the Washington State Department of Labor and Industries and/or the Department representative that extra Shoring (beyond that specified in Section 7-08.3(1)B of the Department's *Standard Specifications for Road, Bridge, and Municipal*

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Construction) is necessary for the safety of the workers or the protection of the highway pavement, the trenching or excavation work shall be stopped and no work in the trench or excavation area will be allowed until satisfactory modifications are made.

9. All trenches shall be backfilled as soon as possible. If left open during nonworking hours, trenches shall be protected to the satisfaction of the Department. Methods of protection shall be submitted a minimum of fourteen (14) calendar days in advance for approval by the Department prior to use.

MAINTENANCE:

1. The Contractor will notify the Department representative(s), listed in General Provision 11, three (3) working days (Monday through, Friday excluding any holidays) prior to any scheduled maintenance work to be performed in the state-owned highway right-of-way.

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

CONTRACTOR

CITY OF ORTING

By: John Durnford

By: _____

Title: President

Title: _____

Date: 4-2-2019

Date: _____

ATTEST/AUTHENTICATED:

_____, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

CITY OF ORTING

Short Form Contract

110 Train St SE
Orting, WA 98360

lhinds@cityoforting.org
(360) 893-2219 x139

REQUEST FOR PROPOSAL

for

178th Avenue East Utility Crossing

Proposal Submittal Date, Time, and Location:

April 2, 2019; 10:00 a.m.

City of Orting
110 Train St Se
Orting, WA 98360

Email Questions or call to:

lhinds@cityoforting.org / (360) 893-2219 x139

Mail Proposals To:

City of Orting
PO Box 489
Orting, WA 98360

Hand Carry Proposals To:

City of Orting
110 Train St SE
Orting, WA 98360

Mark Envelope:

178th Ave E Utility Crossing
Attn: Laura Hinds

There will not be a formal bid opening. Contractors will be contacted within 5 days after bid due date with bid results.

CITY OF ORTING

Short Form Contract

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EXHIBIT A – Scope of Work

RFP # PW2019-04

Initial the following:

1. The project shall be accomplished as a Small Works Project and will be subject to meet the requirements of the Small Works Roster prior to quotation due date. Contractor shall provide proof of MRSC membership. Visit MRSC website at www.mrscrosters.org or contact MRSC Rosters at (206) 625-1300 for information.
2. The project will include Scope listed within

Qualifications: Participants must have the following qualifications and submit evidence of such qualifications with their proposal (failure to submit data will be reason for rejection of proposal).

1. Submit a list of all staff employed or existing agreements with subcontractors.
2. The proposal response must include name, address, and telephone number of at least three client contacts for professional reference.

Requirements: The Public Works Supervisor or a designated representative, shall be the Contract administrator. This person will be the contact for all routine matters and scheduling. After award of the Contract, the Contractor will report to the Public Works Supervisor. Communications from the Contractor shall be routed through the Public Works Supervisor, unless noted otherwise.

1. Must submit a copy of City of Orting Business License.
2. Must submit Certificate of Insurance.
3. Must submit "Statement of Intent to Pay Prevailing Wages."

CITY OF ORTING

Short Form Contract

110 Train St SE
Orting, WA 98360

lhinds@cityoforting.org
(360) 893-2219 x139

Exhibit B – WSDOT Franchise Utility Permit
RFP # PW2019-04

WSDOT Franchise Utility Permit is found on the following pages.

178TH AVENUE EAST UTILITY CROSSING

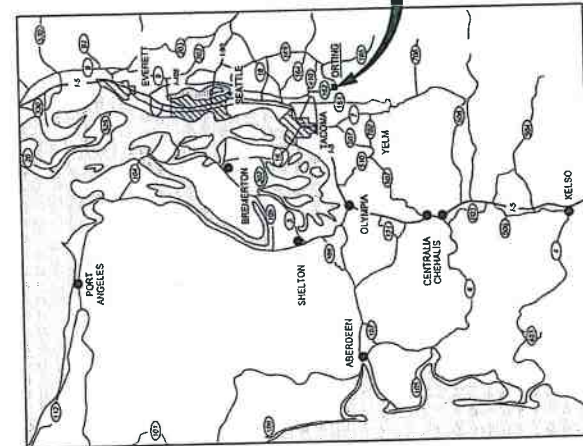
ORTING, WASHINGTON

CITY OFFICIALS

MAYOR: JOSHUA PENNER
CITY ADMINISTRATOR: MARK BETHUNE
BUILDING OFFICIAL: TIM LINCOLN
PUBLIC WORKS DIRECTOR: GREG REED

COUNCIL: TOD GUNTHER
 JOHN KELLY
 MICHELLE GEHRING
 JOACHIM PESTINGER
 NICOLA McDONALD
 GREG HOGAN
 SCOTT DRENNEN

DRAWING INDEX		SHEET TITLE
DWG NO.	SHT NO.	
1	G1	LOCATION AND VICINITY MAPS, DRAWING INDEX, LEGEND, AND ABBREVIATIONS
2	G1	PLAN AND PROFILE
3	TCH	TRAFFIC CONTROL AND SIGNAGE PLAN
4	TCH	TRAFFIC CONTROL AND SIGNAGE PLAN
5	TBT	DETAILS



LEGEND	
EXISTING	PROPOSED
SET NAIL SIGN	DECIDUOUS TREE
STORM MANHOLE	WATER METER
WATER VALVE	POWER GUY ANCHOR
POST/ BOLLARD	ROCKERY
STORM DRAIN LINE	STORM DRAIN LINE
WATER LINE	WATER LINE
GAS LINE	EDGE OF PAVEMENT
CHURCH FENCE	ASPHALT RESTORATION



3-21-19



Paramatrix
 1025 178th Avenue SE, Suite 100 | Puyallup, WA 98449
 206.835.1111 | paramatrix.com

178TH AVENUE EAST UTILITY CROSSING
 ORTING, WASHINGTON

VICINITY AND LOCATION MAPS, DRAWING INDEX, LEGEND, AND ABBREVIATIONS

DRAWING NO. 1 OF 5
G1

REVISION	DATE	BY	DESCRIPTION

DESIGN: K. TAYLOR
 CHECK: E. TAYLOR
 DATE: 3/21/2019

GENERAL NOTES:

1. THE GENERAL CONTRACTOR SHALL SURVEY FOR A PRECONSTRUCTION MEETING AT CITY HALL TO BE ATTENDED BY ALL MAJOR CONTRACTORS, REPRESENTATIVES OF INVOLVED UTILITIES, AND THE CITY OF ORING. CONTACT THE PUBLIC WORKS ENGINEERING DIVISION TO SCHEDULE THE MEETING. THE CONTRACTOR IS RESPONSIBLE TO HAVE THEIR OWN SET OF PLOTTING ON THE FIELD.
2. AFTER COMPLETION OF ALL ITEMS SHOWN ON THESE PLANS AND BEFORE COMMENCING CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER AND THE CITY OF ORING OF THE COMPLETION OF ALL ITEMS SHOWN ON THESE PLANS AND BEFORE THE SATISFACTION OF THE CITY OF ORING TO FINAL ACCEPTANCE.
3. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION (PERMITS REFERRED TO AS THE "STANDARD SPECIFICATIONS") WASHINGTON STATE DEPARTMENT OF TRANSPORTATION AND AMERICAN PAPER CORPORATION, OR AS AMENDED BY THE CITY OF ORING CITY STANDARDS FOR PUBLIC WORKS ENGINEERING AND CONSTRUCTION (PERMITS REFERRED TO AS THE CITY STANDARDS).
4. A COPY OF THESE APPROVED PLANS AND SPECIFICATIONS AND DETAILS SHALL BE ON SITE DURING CONSTRUCTION.
5. ANY DEVIATIONS TO THESE PLANS MUST BE REVIEWED AND APPROVED BY THE CITY ENGINEER PRIOR TO ANY IMPLEMENTATION IN THE FIELD.
6. THE CONTRACTOR SHALL HAVE ALL UTILITIES VERIFIED ON THE GROUND PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN THE LOCATION OF ALL UTILITIES. THE OWNER SHALL BE CONTACTED IMMEDIATELY IF A CONFLICT EXISTS.
7. LOCATIONS OF EXISTING UTILITIES ARE APPROXIMATE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE TRUE LOCATION AND DEPTH OF UTILITIES.
8. THE CONTRACTOR SHALL PROTECT ALL PRIVATE AND PUBLIC UTILITIES FROM DAMAGE.
9. ALL CONSTRUCTION SURVIVING FOR EXTENSORS OF PUBLIC FACILITIES SHALL BE DONE UNDER THE DIRECTION OF A WASHINGTON STATE LICENSED LAND SURVEYOR OR A WASHINGTON STATE LICENSED PROFESSIONAL CIVIL ENGINEER.
10. FRONT PROPERTY CORNERS SHALL BE SET BY A LAND SURVEYOR LICENSED IN THE STATE OF WASHINGTON PRIOR TO THE START OF CONSTRUCTION.
11. REGARDING CONSTRUCTION, ALL PUBLIC UTILITIES ADJACENT TO THIS PROJECT SHALL BE KEPT CLEAR OF ALL MATERIAL DEPOSITS RESULTING FROM ON-SITE CONSTRUCTION, AND EXISTING STRUCTURES SHALL BE PROTECTED AS DIRECTED BY THE CITY.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING HOLDERS OF THE INTENDED CONSTRUCTION SCHEDULE.
13. CERTIFIED RECORD DRAWINGS ARE REQUIRED PRIOR TO PROJECT ACCEPTANCE.
14. APPLICABLE STORMWATER GENERAL PERMIT MAY BE REQUIRED BY THE DEPARTMENT OF ECOLOGY FOR THIS PROJECT. FOR INFORMATION CONTACT THE DEPARTMENT OF ECOLOGY 360-907-0000.
15. ANY DISTURBANCE OR DAMAGE TO CRITICAL AREAS AND ASSOCIATED BUFFERS, OR SIGNIFICANT TREES FOR PROTECTION, SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER WITHIN THE SAME PLANNING DIVISION.
16. NO SURVEY MONUMENT SHALL BE REQUIRED OR SET BY THE PHYSICAL PLANNING DIVISION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING THE PHYSICAL MONUMENTS TO BE PROTECTED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING THE PHYSICAL MONUMENTS TO BE PROTECTED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING THE PHYSICAL MONUMENTS TO BE PROTECTED.
17. RESTORE ALL DISTURBED AREAS TO PRE-EXISTING CONDITIONS.

WATER NOTES:

1. ALL WATER SYSTEM IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS. ANY DEVIATION FROM THE APPROVED PLANS SHALL BE CLEARLY FLAGGED IN THE FIELD AND OBSERVED DURING CONSTRUCTION.
2. NOTIFY THE CITY OF ORING 72 HOURS (2 WORKING DAYS) PRIOR TO BEGINNING CONSTRUCTION AND FOR ANY RESTARTS OF WORK.
3. THE CITY OF ORING SHALL BE NOTIFIED 2 WORKING DAYS PRIOR TO THE DATE THE CONTRACTOR WOULD LIKE TO CONNECT TO EXISTING MAINS OR FOR INSTALLATION OF TAPPING TEES. THE CONNECTION SHALL BE DONE IN ACCORDANCE WITH THE CITY REQUIREMENTS. THE EXISTING SYSTEM THESE WILL BE OPERATED BY THE CITY OF ORING PERSONNEL ONLY.
4. AIR RELEASE VALVES SHALL BE PROVIDED AT ALL HIGH POINTS IN THE WATER LINE. IF LOCATIONS DIFFER FROM THE APPARENT HIGH POINTS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING THE HIGH POINTS AND PROVIDING AIR RELEASE VALVES.
5. MINIMUM VERTICAL CLEARANCE BETWEEN WATER AND STORM LINES TO BE 6' UNLESS OTHERWISE APPROVED.
6. THE CONTRACTOR SHALL MAINTAIN A MINIMUM OF 10' HORIZONTAL AND 10' VERTICAL CLEARANCE BETWEEN WATER AND STORM LINES. THE CONTRACTOR SHALL PROVIDE ENCASEMENT PER SECTION 4.01 OF THE WASHINGTON DEPARTMENT OF ECOLOGY CRITERIA FOR SEWAGE WORKS DESIGN MANUAL.
7. ALL WATER PIPE DUCTILE IRON (D.I.) IS MINIMUM 48" AND SHALL BE INSTALLED TO WSDOT STANDARD SPECIFICATIONS SECTION 9-30.1(1).
8. PIPE BEDDING SHALL BE CRUSHED SURFACING TOP COURSE AS SPECIFIED IN WSDOT STANDARD SPECIFICATIONS SECTION 4.01. PER WSDOT STANDARD SPECIFICATIONS SECTION 2.03.
9. ALL JOINTS SHALL BE MECHANICALLY RESTRAINED.
10. FIELD GASKETS ARE REQUIRED ON ALL PIPE JOINTS.
11. THE WATER MAIN CONSTRUCTION PHASE WILL NOT BE CONSIDERED COMPLETE UNTIL THE INSTALLATION IS ACCEPTABLE TO THE CITY OF ORING INCLUDING A SATISFACTORY DISINFECTION TEST, SATISFACTORY FLOW OF SERVICE LINES, AND COMPLETION OF ALL ITEMS ON THE INSPECTOR'S PUNCH LIST.
12. WATER SHALL BE TESTED ACCORDING TO SECTION 1.29 OF THE WASHINGTON STATE DEPARTMENT OF ECOLOGY CRITERIA FOR SEWAGE WORKS DESIGN MANUAL.

GRADING, EROSION AND SEDIMENTATION CONTROL NOTES:

1. ALL LIMITS OF CLEARING AND AREAS OF VEGETATION PRESERVATION AS PRESCRIBED ON THESE PLANS SHALL BE CLEARLY FLAGGED IN THE FIELD AND OBSERVED DURING CONSTRUCTION.
2. ALL EROSION, SEDIMENTATION AND SLOPE CONTROL FACILITIES MUST BE CONSTRUCTED AND MAINTAINED PRIOR TO ANY LAND CLEARING AND/OR OTHER CONSTRUCTION TO ENSURE THAT SEDIMENT LAUNCH WATER DOES NOT ENTER THE NATURAL DRAINAGE SYSTEM. THE CONTRACTOR SHALL MAINTAIN THE PROTECTION OF THE NATURAL DRAINAGE SYSTEM. THE CONTRACTOR SHALL MAINTAIN THE PROTECTION OF THE NATURAL DRAINAGE SYSTEM. THE CONTRACTOR SHALL MAINTAIN THE PROTECTION OF THE NATURAL DRAINAGE SYSTEM.
3. THE EROSION AND SEDIMENTATION CONTROL SYSTEM FACILITIES INSTALLED ON THESE PLANS ARE INTENDED TO BE MINIMUM REQUIREMENTS AND INSPECTED ON SEASONAL BASIS. THE CONTRACTOR SHALL MAINTAIN AND REPAIR THESE FACILITIES AS NECESSARY TO ENSURE COMPLETE EROSION CONTROL. DURING THE COURSE OF CONSTRUCTION, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN AND REPAIR THESE FACILITIES AS NECESSARY TO ENSURE COMPLETE EROSION CONTROL. DURING THE COURSE OF CONSTRUCTION, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN AND REPAIR THESE FACILITIES AS NECESSARY TO ENSURE COMPLETE EROSION CONTROL.
4. ANY DISTURBED AREA WHICH HAS BEEN STOPPED AS A SECTION AND WHERE NO CONSTRUCTION IS OCCURRING FOR A PERIOD OF 90 DAYS OR MORE, MUST BE IMMEDIATELY STABILIZED WITH MULCHING, GRASS PLANTING, OR OTHER APPROVED EROSION CONTROL TREATMENT APPLICABLE TO THE TYPE OF SOIL IN QUESTION. GRASS SEEDING ALONE WILL BE ACCEPTABLE FOR EROSION CONTROL ONLY. THE CONTRACTOR SHALL MAINTAIN AND REPAIR THESE FACILITIES AS NECESSARY TO ENSURE COMPLETE EROSION CONTROL. DURING THE COURSE OF CONSTRUCTION, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN AND REPAIR THESE FACILITIES AS NECESSARY TO ENSURE COMPLETE EROSION CONTROL.
5. IN CASE EROSION OR SEDIMENTATION OCCURS TO ADJACENT PROPERTIES, ALL CONSTRUCTION SHALL BE STOPPED IMMEDIATELY. THE CONTRACTOR SHALL MAINTAIN AND REPAIR THESE FACILITIES AS NECESSARY TO ENSURE COMPLETE EROSION CONTROL. DURING THE COURSE OF CONSTRUCTION, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN AND REPAIR THESE FACILITIES AS NECESSARY TO ENSURE COMPLETE EROSION CONTROL.
6. NO TRUCKING OR FURNISHING OF MATERIALS OR EQUIPMENT SHALL BE ALLOWED ON THE CRITICAL ROOT ZONE FOR VEGETATION PROPOSED FOR RETENTION.
7. STOCKPILES SHALL BE STABILIZED WITH PLASTIC COVERINGS OR APPROVED DEVICES (DUAL) BETWEEN NOVEMBER 1 AND MARCH 31.
8. IN ANY SEASON, SEDIMENT LEACHING FROM STOCK PILES MUST BE PREVENTED.
9. TOPSOIL SHALL NOT BE PLACED WHILE IN A FROZEN OR MUDDY CONDITION. WHEN THE SUBGRADE IS EXCESSIVELY WET, OR OTHERWISE UNDESIRABLE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETRIMENTAL TO PROPER GRADING ON PROPOSED SODDING OR SEEDING.
10. PREVIOUSLY ESTABLISHED GRASSES ON THE AREAS TO BE TOPSOILED SHALL BE MAINTAINED ACCORDING TO THE APPROVED PLAN.

SOIL STOCKPILE NOTES:

1. STOCKPILES SHALL BE STABILIZED WITH PLASTIC COVERINGS OR APPROVED DEVICES (DUAL) BETWEEN NOVEMBER 1 AND MARCH 31.
2. IN ANY SEASON, SEDIMENT LEACHING FROM STOCK PILES MUST BE PREVENTED.
3. TOPSOIL SHALL NOT BE PLACED WHILE IN A FROZEN OR MUDDY CONDITION. WHEN THE SUBGRADE IS EXCESSIVELY WET, OR OTHERWISE UNDESIRABLE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETRIMENTAL TO PROPER GRADING ON PROPOSED SODDING OR SEEDING.
4. PREVIOUSLY ESTABLISHED GRASSES ON THE AREAS TO BE TOPSOILED SHALL BE MAINTAINED ACCORDING TO THE APPROVED PLAN.

LEGEND:

ASPHALT RESTORATION FOR OPEN CUT CROSSING
UTILITY TRENCH BACKFILL DETAIL - SEE SHEET DT1.

POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
9010	613622.22	1218649.18	222.83	SET NAIL
2000	643169.50	1218661.26	225.11	SET NAIL
2001	643334.84	1218688.33	225.89	SET NAIL

HORIZONTAL DATUM:
ELEVATION FOR THIS SURVEY IS (NAVD) BASED ON PUBLISHED INFORMATION FROM WGS SURVEY DATA WAREHOUSE, POINT DESIGNATION 386. PROJECTION IS WASHINGTON STATE PLANE SOUTH ZONE, U.S. SURVEY FEET.

VERTICAL DATUM:
VERTICAL DATUM IS (NAVD) BASED ON WSHR AND VERIFICATION SHOTS TO PUBLISHED INFORMATION FROM WGS SURVEY DATA WAREHOUSE, POINT DESIGNATION 386.

PLAN AND PROFILE



NO.	DATE	BY	DESCRIPTION
1	11/15/2018	J. HANCOCK	ISSUED FOR PERMITS
2	12/11/2018	J. HANCOCK	REVISED PER COMMENTS
3	12/11/2018	J. HANCOCK	REVISED PER COMMENTS
4	12/11/2018	J. HANCOCK	REVISED PER COMMENTS

18TH AVENUE EAST
UTILITY CROSSING
ORING, WASHINGTON



3-21-18

NO.	DATE	BY	DESCRIPTION
1	11/15/2018	J. HANCOCK	ISSUED FOR PERMITS
2	12/11/2018	J. HANCOCK	REVISED PER COMMENTS
3	12/11/2018	J. HANCOCK	REVISED PER COMMENTS
4	12/11/2018	J. HANCOCK	REVISED PER COMMENTS

CONSTRUCTION NOTES:

- 1. LOCATE BUFFER VEHICLE AS SHOWN, MINIMUM VEHICLE WEIGHT 15,000 POUNDS.
- 2. FLAGGER STATION



GENERAL NOTES:

1. CHANNELIZATION DEVICES ON THE PLANS MAY BE ADJUSTED IN THE FIELD TO ACCOMMODATE INTERSECTIONS, DRIVEWAYS, VISIBILITY AND OTHER FEATURES.
2. CHANNELIZATION DEVICE SPACING: 10' TO 20' ON TURN SECTIONS, 80' ON TANGENT SECTIONS.
3. ALL SIGNS NOT MOUNTED ON BARRETTES MAY BE MOUNTED ON TRIPPODS IF CLEARLY VISIBLE TO TRAFFIC, OTHERWISE SIGNS SHALL BE MOUNTED ON 4" WOOD POSTS.
4. ALL CHANNELIZATION DEVICES SHALL TUBULAR MARKERS OR BARRELS.
5. PLANS SHOW MINIMUM SIGNAGE TO DIRECT VEHICULAR TRAFFIC AROUND THE CONSTRUCTION AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TURNING AND INSTALLING ADDITIONAL SIGNAGE AS NECESSARY TO ACCOMMODATE TRAFFIC THROUGH AND AROUND THE CONSTRUCTION AREAS AS NECESSARY TO ACCOMMODATE CONSTRUCTION ACTIVITIES.
6. CONTRACTOR TO ALLOW ACCESS TO ALL DRIVEWAYS FOR RESIDENTS DURING CONSTRUCTION.

SIGN SPACING = X (1)

RURAL HIGHWAYS	6000 MPH	800L
RURAL ROADS	4500 MPH	500L
RURAL ROADS & URBAN ARTERIALS	3500 MPH	350L
RURAL TOWNS, URBAN ARTERIALS, RESIDENTIAL & BUSINESS DISTRICTS	2500 MPH	200L (2)
URBAN STREETS	25 MPH OR LESS	100L (2)

(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERSECTIONS AND DRIVEWAYS. (2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT HOUSING CONDITIONS.

BUFFER DATA

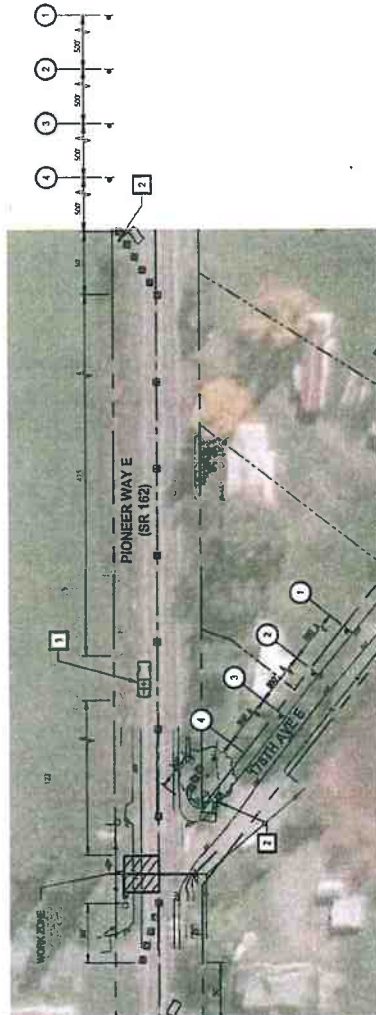
SPEED (MPH)	LONGITUDINAL BUFFER SPACE = B									
	25	30	35	40	45	50	55	60	65	70
LENGTH (FEET)	155	200	250	305	350	425	485	570	645	730
TRANSPORTABLE ATTENUATOR ROLL AHEAD DISTANCE = R										
HOST VEHICLE WEIGHT 8,000 TO 22,000 LBS										
HOST VEHICLE WEIGHT > 22,000 LBS										
< 45 MPH	> 45 MPH	> 55 MPH	> 65 MPH	> 75 MPH	> 85 MPH	> 95 MPH	> 105 MPH	> 115 MPH	> 125 MPH	> 135 MPH
100'	123'	172'	74'	100'	150'	150'	150'	150'	150'	150'

PROTECTIVE VEHICLE (WORK VEHICLE) = R

NO SPECIFIED DISTANCE REQUIRED

LEGEND:

- FLAGGER STATION
- TEMP TRAFFIC CONTROL SIGN
- TRAFFIC CONTROL DEVICE - CONE OR TUBULAR MARKER
- BUFFER VEHICLE
- SIGN IDENTIFICATION NOTE
- CONSTRUCTION NOTE



REVISIONS	DATE	BY	REASON

CONSTRUCTION NOTES:

1. LOCATE BUFFER VEHICLE AS SHOWN. MINIMUM VEHICLE WEIGHT 15,000 POUNDS.
2. FLAGGER STATION



W20-7A
36"X36"
B/O



W20-3
36"X36"
B/O



W20-4
36"X36"
B/O



W20-1
36"X36"
B/O

GENERAL NOTES:

1. SIGN SPACING ON THE PLAN MAY BE ADJUSTED IN THE FIELD TO ACCOMMODATE INTERSECTIONS, DRIVEWAYS, VISIBILITY AND OTHER FEATURES.
2. CHANNELIZATION DEVICE SPACING: 10 TO 20 ON TAPER SECTIONS, 60 ON TANGENT SECTIONS.
3. ALL SIGNS NOT MOUNTED ON BARRICADES MAY BE MOUNTED ON TRIPPODS IF CLEARLY VISIBLE TO TRAFFIC. OTHERWISE SIGNS SHALL BE MOUNTED ON 4" X 4" WOOD POSTS.
4. ALL CHANNELIZATION DEVICES SHALL TUBULAR BARRIERS OR BARRELS.
5. PLANS SHOW MINIMUM SIGNAGE TO DIRECT VEHICULAR TRAFFIC AROUND THE CONSTRUCTION AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TOWER AND NIGHT SIGNALS TO DIRECT TRAFFIC TO THE CONSTRUCTION AREA AS NECESSARY TO ACCOMMODATE CONSTRUCTION ACTIVITIES.
6. CONTRACTOR TO ALLOW ACCESS TO ALL DRIVEWAYS FOR RESIDENTS DURING CONSTRUCTION.

SIGN SPACING = X (1)

ROAD TYPE	5005 MPH	5004
RURAL HIGHWAYS	5005 MPH	5004
RURAL ROADS	4550 MPH	5004
RURAL ROADS & URBAN ARTERIALS	3500 MPH	5004
RURAL ROADS, URBAN ARTERIALS, RESIDENTIAL & BUSINESS DISTRICTS	2500 MPH	2004 (2)
URBAN STREETS	25 MPH OR LESS	1004 (2)

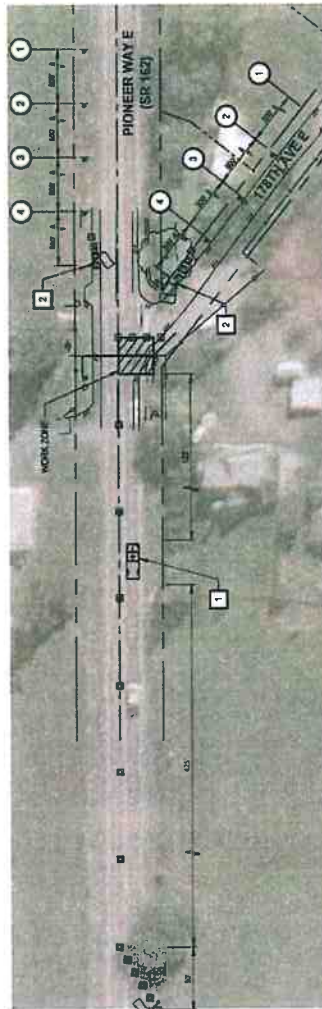
(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERSECTIONS AND DRIVEWAYS. (2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.

NO SPECIFIED DISTANCE REQUIRED

BUFFER DATA	
LONGITUDINAL BUFFER SPACE = B	
SPEED (MPH)	25 30 35 40 45 50 55 60 65 70
LENGTH (FEET)	155 200 250 300 350 425 495 570 645 720
TRANSPORTABLE ATTENUATOR ROLL AHEAD DISTANCE = R	
HOST VEHICLE WEIGHT 8,800 TO 22,000 LBS	HOST VEHICLE WEIGHT > 22,000 LBS
< 45 MPH	> 45 MPH
107	123
123	74
PROTECTIVE VEHICLE (WORK VEHICLE) = R	
< 45 MPH	> 45 MPH
107	1507

LEGEND:

- FLAGGER STATION
- TEMP TRAFFIC CONTROL SIGN
- TRAFFIC CONTROL DEVICE - CONE OR TUBULAR BARRIER
- BUFFER VEHICLE
- SIGN IDENTIFICATION NOTE
- CONSTRUCTION NOTE



3-0-19



ONE INCH AT FULL SCALE
IF NOT SCALE ACCORDINGLY
DATE: 03/01/2019 10:03:12
USER: J.WINKLER
PROJECT: 178th Avenue East Utility Crossing

REVISIONS	DATE	BY	REASON

DESIGNED BY: J. WINKLER
CHECKED BY: J. WINKLER
DATE: 03/01/2019

Parametrix
CORPORATION
8005 39th Avenue SE, Suite 100 | Puyallup, WA 98148
WWW.PARAMETRIX.COM


PROJECT NAME
178th Avenue East
UTILITY CROSSING
ORTING, WASHINGTON

DATE: 4/01/19
DRAWING NO:
TC2


REVISED 10/15/18
5 OF 5
DT1

DETAILS

PROJECT NAME
178TH AVENUE EAST
UTILITY CROSSING
ORTING, WASHINGTON



Parametrix
CORPORATION
1000 BRYAN PARK, SUITE 100 | FORT LINDSEY, WY 82504
WWW.PARAMETRIX.COM




3-21-18

ONE INCH AT FULL SCALE
TWO INCH SCALE ACCORDING TO
AS SHOWN
DATE: 03/20/2018
DRAWN BY: J. WOOD
CHECKED BY: J. WOOD
APPROVED BY: J. WOOD

REVISIONS


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**VALVE BOX & OPERATING
NUT EXTENDER**


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THRUST BLOCKING


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DATE: 03/20/2018
DRAWN BY: J. WOOD
CHECKED BY: J. WOOD
APPROVED BY: J. WOOD



WATER MAIN BLOCKING


SCALE: AS SHOWN
DATE: 03/20/2018
DRAWN BY: J. WOOD
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APPROVED BY: J. WOOD

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SEWER SECTION

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**City Of Orting
Council Agenda Summary Sheet**

Subject:		Committee	Study Session	Council
RFP- Website Design, Software Maintenance & Updating	Agenda Item #:	AB19-31		
	For Agenda of:	2.7.19 & 3.7.19 4.11.19	3.20.19 4.17.19	
	Department:	Administration		
	Date Submitted:	2.7.19		
Cost of Item:	\$7,500-Design-Free Maintenance & hosting 1 st year.			
Amount Budgeted:	<u>\$ 25,000</u>			
Unexpended Balance:	\$			
Bars #:				
Timeline:	Work Target Completion Date, Third Quarter of 2019			
Submitted By:	Jane Montgomery			
Fiscal Note: Maintenance Hosting & Lic. 2nd year \$4,000 3rd \$4,200 4th -\$4,410 5th- \$4.630				
Attachments: Granicus RFP submission & Proposal				
<p>SUMMARY STATEMENT: The City went out for a Request for Qualifications for Website Design on January 30th, 2019. Staff and the Mayor evaluated the responses and brought a short list to CGA on March 7th, 2019. Short list firms were notified on March 8th. The City conducted interviews on March 12th. The Interview team was composed of staff, the Mayor and a Councilmember. After scoring the presentations and consulting with IT, and our current Webmaster it was determined that Granicus was the best fit for the City. Staff recommends Granicus to provide Website Design, Development, & Hosting. The hope is to have the new website up and running in the third quarter of 2019.</p>				
<p>RECOMMENDED ACTION: Move forward to the Consent agenda of April 24th</p>				
<p>FUTURE MOTION: To Authorize the Mayor to Negotiate a Contract with Granicus for Website Design, Software Maintenance & Updating.</p>				

Section 1

About Granicus

Contents

Section 1 – About Granicus	4
Section 2 – Work Schedule	7
Section 3 – CMS, Hosting and Security	13
Section 4 – Project Experience	22
Section 5 – Qualifications of Key Personnel	25
Section 6 – Project Investment	26
Section 7 – References	31

Dear Selection Committee Members,

Thank you for the opportunity to submit a proposal for the upgrade of the City of Orting website. Based on our conversations and the thoroughness of your RFP, we feel our comprehensive offering will enable you to transform your web presence into a true "Digital City Hall."

Granicus is uniquely positioned to help you serve, engage and reach – residents, visitors and businesses in the City of Orting. Here is how we can help you:

- **Serve.** Like most government organizations, you are looking to bring more services online. We'll help you transform your website into a true service portal. We'll start by identifying the top tasks users perform on your website – like paying a ticket – and make it easy for visitors to find and complete those tasks.
- **Engage.** Connect with your citizens in a whole new way. With Granicus govAccess you can gather input on important issues, conduct polls, and aggregate and analyze data to inform public policy.
- **Reach.** Extend the reach of your website with Granicus govDelivery. Send targeted campaigns to our network of more than 150M subscribers nationally.
- **Protect.** Keep critical data safe by working with a vendor serving federal agencies that require the highest levels of security. At a time when ransomware attacks are growing in local government, you can never be too careful. We are here to help!
- **Mobilize.** With nearly 50 percent of traffic to local government websites coming from a mobile device, responsive design is no longer enough. Granicus offers the tools to truly optimize the mobile experience for your users.

We see tremendous potential for your website and would welcome the opportunity to help you achieve it. I look forward to talking with you soon about what's next for Orting.

Respectfully submitted,



Account Manager



Empowering Modern Digital Government

Orting, Washington

Website Design, Development & Hosting Proposal

Evan Webb
Account Specialist
O: 720.770.5594
F: 720-501-5171
Evan.webb@Granicus.com

707 17th Street
Suite 4000
Denver, CO. 80202
www.granicus.com

Meet Granicus

Granicus ("responsible lead vendor") provides technology and services that empowers government organizations to create seamless digital experiences for the people they serve. Offering the industry's leading cloud-based solutions for communications, content management, meeting and agenda management, and digital services to more than 4,000 public sector organizations, Granicus helps turn government missions into quantifiable realities.

Granicus acquired Vision in 2018, the national leader in government website design, development and hosting. Granicus was impressed by the evolution of the Vision CMS to meet the changing needs of government and the people they serve. They were equally impressed by the process the team perfected to design and develop award-winning government websites.

Company Contact Info:

Evan Webb
Account Specialist
720-770-5594
Evan.webb@Granicus.com

Full name of legal entity
Granicus, LLC

Years in Business
21 Years (Vision) / 19 Years (Granicus)

Number of Clients
4,000+

Company Website
www.Granicus.com

Office Locations:

Los Angeles
222 N Sepulveda Blvd,
Suite 1500
El Segundo, CA 90245

Denver
707 17th St
Suite 4000
Denver, CO 80202

Washington D.C.
1152 15th Street NW
Suite 800
Washington, DC 20005

St. Paul
408 St. Peter St.
Suite 600
St. Paul, MN 55102

BY THE NUMBERS



1999

FOUNDED



4000+

GOV
CLIENTS



40

OF THE 50
MOST
POPULOUS U.S.
CITIES



2018

VISION
ACQUIRED
BY GRANICUS

Relentless Focus on Client Satisfaction

Simply saying we're dedicated to client satisfaction isn't enough. It's our relentless focus, and one that we measure. In fact, across all of our client implementations over the past three years, our average client satisfaction rating is 9 on a 10 point scale.

At Granicus, anything less than the best for our clients is unacceptable.

- **Executives** – Our leadership team guides the entire company to do what is best for our clients. Each week the leadership team reviews client satisfaction survey results and discusses any proactive actions that need to be taken. Our leadership team also brings years of experience across government, software, design and technology industries to the table.
- **Certified Experts** – Our certified experts are passionate about helping you deliver a superior digital customer experience, which is why we are constantly learning new and better ways of doing things. Many of our team members hold the following certifications: NN/g certified User Experience Specialist, Web Graphic Design certified, WebAIM WCAG 2.0 educated, Network and CCNA certified.
- **Project Managers and Customer Support** – Our project managers and customer support team are fanatical about your success, and will go above and beyond to support you.

ACCOLADES



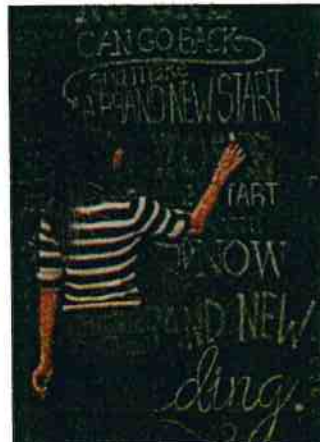
9 OUT OF 10

PROJECT
SATISFACTION

250+

AWARD
WINNING SITES

COMPANY
RECOGNITION



Section 2

Work Schedule

Timeline + Development Plan

Over the last 20-plus years, we've developed thousands of websites for some of the most progressive local government agencies. Lessons learned from this experience have helped us refine our process in order to deliver consistent, superior results. Here's what you can expect.

<p>1 Research</p>	<p>GOAL Gain alignment on website goals, design, branding, functionality, and layout – guided by best practices.</p>	<p>1-3 weeks</p>
<p>2 Design</p>	<p>GOAL Create a website design to meet the needs of your community, based on the selected best-practice template.</p>	<p>2-4 weeks</p>
<p>3 Site Development</p>	<p>GOAL Program the website, prepare content for migration, train content contributors on the CMS.</p>	<p>8-10 weeks</p>
<p>4 Launch</p>	<p>GOAL Transfer site to production environment, train team on CMS, and bring the new site live to the public.</p>	<p>2-4 weeks</p>
<p>5 Post Launch</p>	<p>GOAL Provide ongoing support and maintain a superior digital customer experience.</p>	<p>Ongoing</p>

1 | Research

GOAL

Gain alignment on website goals, design, branding, functionality, and layout – guided by best practices.

Deliverables

- Library of Best Practice Wireframe templates

Toolkits

- Project Kick-off Kit

Your Role

- Identify web team
- Signoff on wireframe design architecture

1-3 weeks

Granicus' primary objective is to develop a **website** that makes it easy for people to get things **done** online. In order to achieve this mission, our process begins with an analysis of your current **website** and future needs.

- **Needs Analysis:** Through a series of exercises and meetings we will work to better **understand** how your website is working for you **today** and where you'd like to improve it.
- **Wireframe:** You will be presented with several best practices wireframe architecture **options** based on the needs analysis and what **the city** would like to begin with.

2 | Design

GOAL

Create a website design to meet the needs of your community, based on the selected best-practice template.

Deliverables

- Color Palette
- Graphic Design Comp

Your Role

- Share any existing brand **guidelines**
- Gather any photos + logos + video to be used in your website design
- Sign-off on color palette and design comp

2-4 weeks

During the design phase we leverage **best** practices to balance aesthetics with **usability**, mobility and accessibility principles to ensure the final result is a combination of beauty and function.

- **Navigation:** To ensure visitors to your **site** can easily find the services and information they seek, we provide you with a **navigation** recommendation for your new **website** that is based on our years of experience and your unique engagement goals.
- **Color Palette:** We will also collaborate with your team to ensure the color palette for the new website reflects the tone you are **looking** for.
- **Graphic Design Comp:** Your project team will present your layout, functionality and **design**.

3 | Site Development

GOAL

Program the website, prepare content for migration, train content contributors on the CMS.

Deliverables

- Sitemap Recommendations
- Web-based content training
- 50 Pages of Migrated Content
- Program Website

Toolkits

- Work Plan Template
- Pre-Launch Preparation
- Content Migration Guide
- "How Do I..." Menu Guide

Your Role

- Supply list of all 3rd party apps used w/ site
- Sign-off on site map
- Collaborate with your PM to map current pages to new site map / identify redirects
- Attend writing for the web / accessibility training
- Edit existing content / create content for new pages (we offer additional content writing + editing services)

8-10 weeks

Content Should Enable a Customer Mission

"The writing for the web training was critical for helping our staff think about our customer and what they're trying to accomplish in every decision we make about content."

Abbot Chambers

Librarian/Director Comms
City of Sausalito



The site development phase has two major components: the actual technical programming of the website and finalization of content that will be added to your site. While our development team is busy, our content strategy experts will work with your staff to finalize the sitemap, and migrate and refine content.

- **Sitemap Consultation:** At this stage we will finalize the site map, consulting with you to make sure all navigation is organized and labeled in an effective manner to accomplish your goals.
- **Work Plan:** To help your team lead communicate project goals, deliverables, and deadlines, we provide a Work Plan Template. This template includes a project introduction, breakdown of individual project-related tasks and timeline for completion.
- **Communication Cadence:** Communication templates and a recommended cadence around tasks and deadlines, meetings and agendas are also provided. These tools not only ensure a smoother project, they will help your team lead establish credibility.
- **Writing for the Web Training:** Even the most visually stunning website will not be effective if information is difficult to find and understand. To help, we will conduct a web-based training workshop to introduce overall best practices for creating great, action-oriented content. Following the session, we'll provide resources to help reinforce the concepts learned with your content editors.
- **Content Migration:** We'll help begin the process of populating your new website with content by migrating 50 pages. Once the migration is complete, you'll be given access to the development website in order to review and refine the information.

4 | Launch

GOAL

Transfer site to production environment, train team on CMS, and bring the new site live to the public.

Deliverables

- Staging Site
- CMS Training
- UAT Kick-Off Meeting

Toolkits

- User Setup Guide
- UAT Guide
- Launch Planning Guide

Your Role

- Attend CMS training
- Conduct User Acceptance Testing (UAT)
- Create marketing plan for website launch
- Final sign-off prior to go live

2-4 weeks

After extensive quality assurance testing, our developers will hand over the site to your team in a staging environment. This major milestone typically brings excitement and anxiety – with extensive activity and coordination needed across the organization before your site is ready to launch. To help, Granicus has perfected the process to ensure everything on your site functions as expected and internal signoff is complete before your site goes live.

- **Granicus Quality Assurance Testing** - The Granicus team will conduct testing to identify broken links, accessibility violations and general issues. Any issues will be flagged for your team to check before the site goes live.
- **CMS Training** – While our team is conducting final QA testing, our trainers will work with your team to teach them about the new tools they will be able to leverage in the CMS. All users will go through Basic CMS Training, to fully prepare them to review, add and edit content. Your super users will gain a deeper understanding of specific departmental functionality and how to set up roles, permissions and workflow/approval cycles.
- **Staging Site** – Our technical team transfers your site to a production environment in Rackspace.
- **User Acceptance Testing (UAT)** - While our team has already conducted a quality assurance process against the approved design specifications and Granicus migrated content, you have the opportunity to conduct your own review during the UAT process.
- **Launch Planning Meeting** – Prior to your go-live date we will conduct a launch planning meeting to prepare your team and the Granicus team for pre- and post-launch configuration activities that can only occur once the site has gone live (Granicus Search & SSL set up, for example).
- **Final Signoff** - Once UAT has been completed and all stakeholders are comfortable, we'll flip the switch, and your new site will make its debut.

5 | Post Launch

GOAL

Ensure your team is effectively supported and your website evolves as needed to maintain a superior digital customer experience.

Deliverables

- Ongoing technical support
- Guaranteed 99.9% uptime
- Annual CX consultation and recommendations

Your Role

- Setup metrics dashboard and measure results – top pages, traffic sources, etc.
- Keep your content fresh
- Reach out to our support team with questions anytime

Ongoing



Guaranteed Redesign

Guaranteed redesign after your contract term.

Adapt your website to meet changing needs with our ongoing support, flexible CMS and a guaranteed redesign with no further out-of-pocket expense.

Unlimited Technical Support: Granicus provides comprehensive, unlimited technical support including:

- *On Demand Videos* – Step-by-step tutorial videos provide a quick overview of features and tools. These videos are particularly helpful for supplementing training, bringing new staff up to speed or providing refresher.
- *Live Chat* – Initiate a chat from anywhere in the CMS.

Ongoing Training: Bring new staff members up to speed and stay current on the latest government website trends through free live training sessions and educational webinars. These sessions focus on CMS functionality, client best practices and general trends from the industry, such as transparency, accessibility and content strategy. Anyone from your organization that is interested may attend at no cost.

Regional Events and National Summit:

Granicus offers a number of free in-person events throughout the year, bringing our clients together to collaborate and share best practices. Each event features educational sessions designed to help get the most out of your website. We are at our best when we're listening to our clients and these events provide a unique opportunity to learn and develop together.

Section 3

CMS, Hosting and Security

The govAccess Content Management System

Our content management system, Granicus govAccess, is designed to help you deliver a superior digital customer experience to your community.

So, how do we deliver on this promise?

- **Ease of Use & Administrative Control** – Lock down user permissions while providing drag-and-drop simplicity to users where help is never more than a click away.
- **Mobile Management** – Offer a better experience to residents by analyzing mobile traffic before customizing the display on different screen sizes.
- **Digital Service Delivery**– Move more services online, go completely paperless, and ensure your community can easily find everything that you have to offer.
- **Interior Page Design** – Think past the homepage and create a plan for how you will optimize the complete end-to-end customer journey with flexible technology.
- **Federal-grade Security** – Follow the same hosting and security best practices as The White House, Social Security Administration, and Census Bureau.
- **Continuous Innovation**– Enjoy monthly release updates and help shape the product by joining our customer council, Labs, for prototypes, beta access and more.

Granicus technology serves more than 4,000 agencies across United States, Canada, and United Kingdom.

If you desire something not listed, then there is a very good chance we either still offer it or the requested functionality is on our near-term roadmap. Go ahead and connect with us; we are happy to answer any questions.

200 + Council Members



"I love working with Granicus because the CMS always evolves to meet the changing dynamics of local government. They never settle and always strive to deliver the best technology in the market."

Anthony Wilson,
Public Information Officer
City of San Angelo, Texas

Labs 

Did you know?

60% of CMS users login less than twice per month.



With Granicus govAccess, the casual user can easily update the website with fresh content and visuals, while the power user can monitor, manage, analyze and optimize the website over time.

Easy Authoring and Administrative Control

At Granicus, we understand the complexities of managing the many departments and content editors contributing to your website. To give you time **back** in your day, we have simplified the experience for the **casual** user, while offering governance and administrative tools to ensure a consistent experience for website visitors.

Granicus govAccess is a CMS built for government. With our solution you will have everything you need to manage content, including, but not limited to:

- **Live Chat & Embedded Training** – Connect with our technical support team or teach yourself with self-service curriculums and training videos.
- **Wizard Interface** – Walk through a guided content creation process with helpful tips along the way in a single, intuitive workflow.
- **Drag-and-drop Simplicity** – Add content or customize your experience within seconds by configuring settings or leveraging inline editing mode.
- **Personal Dashboards** – Tailor your workspace with dashboard blocks including content quick-adds, content approvals, reporting, analytics and more.
- **Social Media Management** – Promote new content through multiple social accounts, customize and preview posts, and schedule a social campaign with a cadence of publish dates across channels.
- **Multi-channel Publishing** – Promote custom content directly to Facebook, Twitter, email messages, and the website with a single click of a button.
- **Subsite Management** – Consolidate sites into one single CMS instance to share user permissions, leverage common assets, and improve content transparency.

Mobile Management for A Modern World

Mobile responsive design is no longer a luxury; it is a requirement.

With Granicus, you'll benefit from progressive mobile web design and a CMS solution that ensures your focus on creating a mobile-first experiences does not stop at your launch date. Granicus govAccess delivers all the necessary tools required for an increasingly mobile world.

- **Responsive Design** – Deliver responsive websites across any device at any time out-of-the-box. This means it will look great on a desktop monitor, a tablet such as an iPad, or any number of mobile devices – small or large.
- **Analytics and Reports** – Review data supplied by Google right on your personalized dashboard. Track most visited mobile pages to better understand where you can begin to start optimizing mobile content.
- **Mobile Designer** – Optimize content for site visitors visiting from a mobile device; reorder or hide specific content for complete control over the experience..
- **App-like Mobile Homepages** – Include an app-like experience in your project at no additional cost to you. Streamline the resident experience on mobile devices with our intuitive app-like mobile-specific homepages.
- **Native Mobile Apps** – Offer super tech savvy citizens the ability to download a 100% native mobile app – no fake apps with HTML wrappers – to further transform your organization. *(inquire for pricing)*

Did you know?

Approximately 49% of traffic to a government website comes from a mobile device!



Top tasks change by device type.

More complex tasks like applying for a building permit are done on a desk top, whereas looking up quick info about parks and rec or paying a parking ticket are more often done from a mobile device.

Example Sites

Service Finder

www.Amarillo.gov



Geo Finder

www.Wauwatosa.net



Video + Image Background

www.WestHollywood.org



Digital Service Delivery for Every Audience

Visitors to your website are most often looking to accomplish a specific task – paying a parking ticket or learning about important information.

A Granicus website helps you inform, serve, and engage residents while personalizing content to meet the unique needs of your audience.

- **Service Finder** – Stop fighting over homepage real estate. You can now organize all available services and streamline the experience for your residents.
- **Geo Finders** – Associate content like trash pick-up days, polling locations, or elected officials with geo-spatial information such as a resident's home address.
- **Specialty Homepages** – Swap the main homepage in seconds to an alternative homepage to address emergencies, election night, large events and more.
- **Form Transactions** – Go paperless by offering 100% digital forms fully integrated with digital signatures and multiple payment gateways.
- **Form Library** – Share best practice forms from more than 4,000 government clients ranging from small cities to larger Federal agencies.
- **Data Visualizations** – Bring transparency to the forefront by showcasing demographic information or financial reports through animated banner displays.
- **Video + Image Background** – Delight site visitors by showcasing your community with beautiful imagery and engaging videos; switch modes with ease.

Serve Residents Beyond the Homepage

Did you know that 65% of your website traffic lands directly on an interior page. This is why it is so important to consider the full customer journey.

At Granicus, we deliver modern designs, intuitive tools and 3rd party integrations to help you achieve your organization's mission and achieve a bigger impact all from one comprehensive CMS.

- **20+ Components** – Enjoy our extensive library of flexible components such as News, Calendar, Image Library, Document Central and more. These components allow you to put a custom touch on any interior page.
- **75+ Modules** – Leverage the page designer and many dynamic modules with setting configurations to address unlimited use cases.
- **Mega Menu Designer** – Organize static content for site visitors to easily locate pages or display dynamic content such as events and job postings.
- **Flexible Search** – Promote pages, create search synonyms, categorize content, and integrate results across multiple products like Laserfiche and Granicus.
- **Department Branding** – Stand out from other departments and maintain your department identify to serve your unique audience.
- **3rd Party and Pre-built Integrations** – Extend your CMS with integrations like Siteimprove, PageFreezer, Facebook, Twitter, Google Analytics, and more.
- **Event Registration & Facility Reservation** – Collect more revenue by managing online registrations and reservations with integrated online payments.

Did you know?

65% of your website traffic lands directly on an interior page.



www.columbiacountyga.gov

Columbia County took a unique approach to interior pages creating guides like "Starting a Business"

"When the time came to completely update and transform our website, it was refreshing to find a partner like Granicus that could innovate alongside us."

Scott D. Johnson
County Administrator
Columbia County, GA

Federal-grade Hosting & Security Within Budget

Granicus serves some of the most secure agencies, such as the Department of Homeland Security, Department of Defense, and Veterans Affairs, as well as cities, counties, and states. These agencies all share a #1 priority - the security of citizen and government data.

We have successfully completed several Certifications and Accreditations (as seen right). Granicus is one of only a few government technology vendors authorized by FedRAMP.

We are also one of a handful of elite organizations that are ISO27001 certified, and have been awarded the United Kingdom's G-Cloud IL2 accreditation.

Our data centers adhere to top certification requirements and assure that your data and citizen data is safe and kept private.

- **Encryption** – At rest encryption of all data, always
- **Security Scanning** – Weekly automated scanning at the application, host, and network level by a dedicated team of security experts
- **Physical Security** – Facility protected by five concentric security rings and constant monitoring of common and restricted areas
- **Archiving** – High performant Cache and SSD storage for archiving of video and other large files
- **Virtualized Servers** – Facilitates minimal downtime for application improvements and superior failover protection

(technical specifications available upon request)

CERTS & ACCREDITATIONS



EXAMPLE CLIENTS



Everything a Government CMS Requires to Succeed

Granicus has served government clients for more than 20 years, developing our CMS to meet the unique needs of these agencies. Decentralized authorship across many different departments leads to ranges in skill levels and requirements around approvals. Our government CMS solution delivers everything you need and more.

Embedded Training & Support

- Quick links (button designer)
- Inline (live) editing
- Live chat support
- LMS curriculum & help articles
- Tool tips and instructional text
- Video training materials
- WYSIWYG or HTML editing
- Wizard interfaces
- Custom dashboards
- Custom quick links
- "My Favorite" pages
- User account settings

Webmaster Tools

- Mega menu designer
- Mobile editor (Mobile Designer)
- Custom Content
- Custom Fields
- Google Analytics dashboard blocks
- Page layout designer

Integrations

- Active Directory LDAP*
- Active Directory Federation Services*
- Granicus "Agenda Management"
- Granicus "Communications Cloud"
- Import / export functionality
- Laserfiche
- Maps (multiple)
- Open APIs and custom programming
- PageFreezer
- Payment Gateways (multiple)
- Siteimprove

(ask for other integration examples)

Digital Asset Management

- Image Library (centralized)
- Image rotation and cropping
- Image Meta Tagging
- Document Central (centralized)
- Document meta tagging
- "In-Use" logic
- Analytics and reporting

Administrative Management

- Approval Cycle and workflows
- Audit trail history
- CAPTCHA security
- Two-factor authentication
- Centralized Subsite Management
- Content permissions and security roles
- Content Review
- Content Scheduling
- Content Versioning (CMS Archives)
- Emergency alert banner
- External Archives (via PageFreezer)
- Extranet (Password protected content)
- Awaiting Approval Reports
- Expiring Content Reports
- "My Tasks" management
- Page template controls
- Accessibility (WCAG 2.1 / ADA) tools

Reports & Analytics

- Administrative analytics
- Asset inventory report
- Broken link reporting
- Dashboard blocks
- Edited content reporting
- Expiring & expired content reports
- Global site analytics
- Page performance analytics

Tools to Deliver a Superior Digital Customer Experience

Citizen expectations are rising, and you are expected to do more with less. Our government CMS provides an easy-to-use system with all the functionality necessary to better inform, serve, engage, and personalize the experience for your community.

Information-based

- Calendar Event & Registrations
- Business (Resources) Directory
- Facility directory & reservations
- Frequently asked questions (FAQs)
- Meetings management
- News stories
- Photo gallery (albums)
- Site search (Granicus Search)
- Site search (Google CSE)
- Site search (Cludo)
- Site search (Swifttype)
- Staff directory

Service-oriented

- Digital signatures (legally binding)*
- Form builder
- Form calculations
- Form conditional logic (If-this-then-that)
- Form email notifications
- Form finder
- Form template library
- Form security settings
- Online payments
- RFP, RFQ, Bid management
- Service requests (CRM / 311)
- Service directory
- Service finder*

Engagement-related

- Activity registration
- Audio & Video Embed
- Blogging*
- Community topics*
- Email campaigns
- Event Registration
- Emergency alert banner
- eNotifications
- Facility Reservations
- Job post and application manager
- LinkedIn, Nextdoor, and Instagram
- Online Polls
- RSS feeds
- SMS (500 subscribers)
- Surveys
- Social media share links
- Social media management
- Streaming Video
- YouTube or Vimeo channels

Personalization

- Resident dashboard (My Dashboard)
- Email and SMS subscriptions
- Email and SMS digests
- Geo Finder*
- Service request alerts
- Specialty homepages

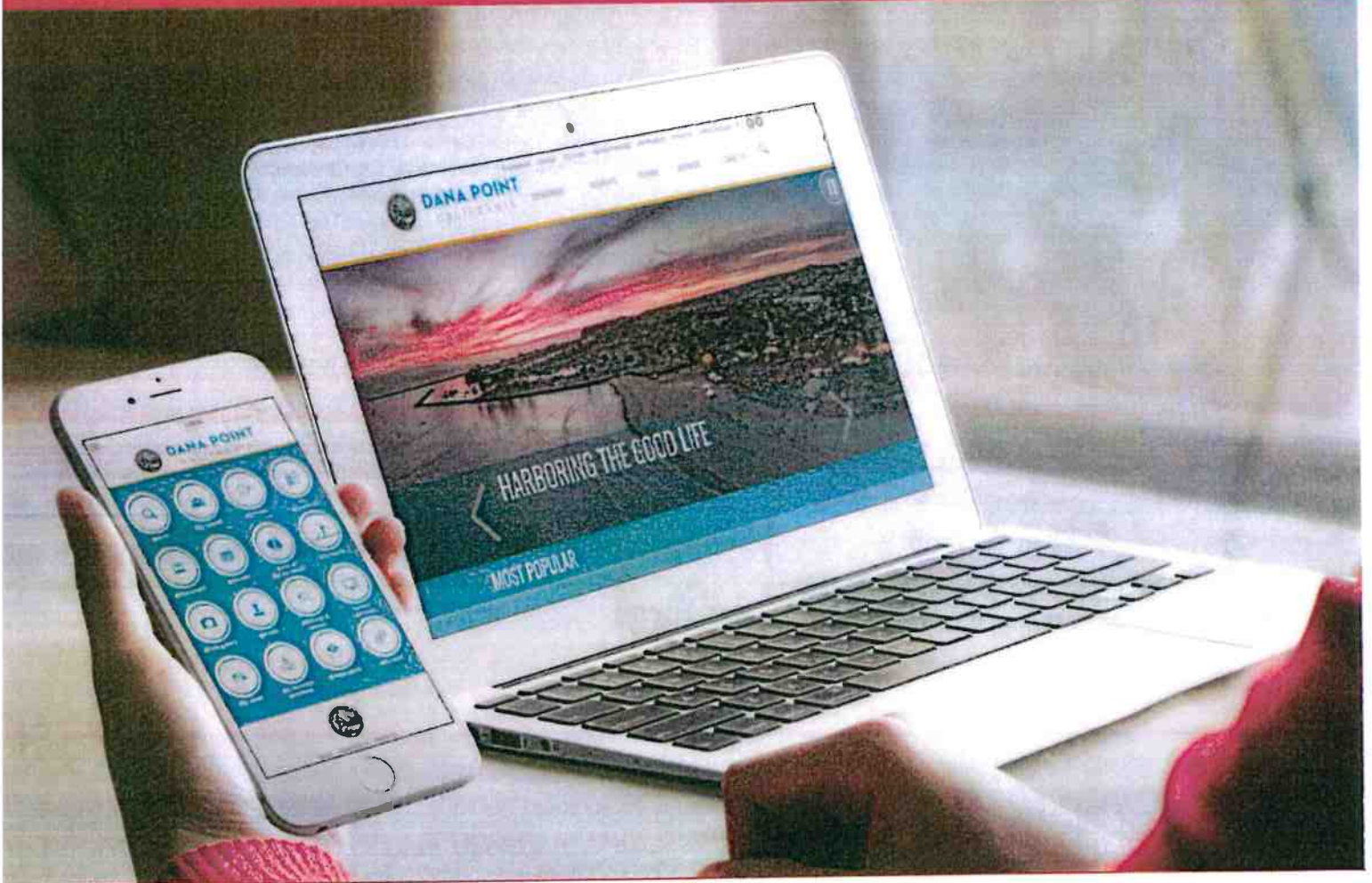
Expecting something else? Chances are we have it.

(reach out with questions)

Section 4

Project Experience

PROJECT EXPERIENCE



City of Dana Point, CA

Population: 34,000

Launch: 2016

URL: www.danapoint.org

Dana Point is home to over 33,000 residents. The city is also a popular surfing destination, accessible via the State Route 1. To serve residents, businesses and visitors, the city knew it had to develop a one-stop-shop to help guide users to discover the city, find important community information, and navigate dining options, lodging and upcoming events.

The new site features:

- A rotating homepage collage with photos and informational overlays across each image
- Homepage buttons that direct users to the most popular online services and tasks
- An "I Want To..." menu to make it even easier to find city information and services

PROJECT EXPERIENCE

City of La Quinta, CA

Population: 38,000 Launch: 2017
www.laquintaca.gov



With younger families moving in and a growing number of visitors coming to town for music festivals, **the City of La Quinta** realized it had to find new ways to serve this **evolving** demographic. The new website is now a one-stop-shop to help guide users to discover what the city has to offer and to find important community.

The new site features:

- **A homepage video background** to showcase things to do in La Quinta
- **“The Hub”** to help residents easily locate and apply for permits online
- The city **decreased their page count by 3,000+ before launching** providing visitors with more concise information.
- **A Google and Amazon inspired navigation** that helps users quickly find what they're looking for

City of Sioux City, IA

Population: 82,000 Launch: 2017
www.sioux-city.org



As a hub for business, tourism and residents, **The City of Sioux** revamped its website to better serve its diverse community.

The new site features:

- **Intuitive homepage navigation** that links to frequently visited pages, including online bill payments, job openings, and license and permit applications
- **Elegant news and calendar** widgets to notify users of planned city projects and events
- **An “I Want To...” menu** that allows users to access the most popular city services

Section 5

Qualifications of Key Personnel

City Project Team

An essential component of Granicus' qualification for this project is our team. Granicus enjoys the contributions of long-term, dedicated staff who guide the development of each and every project. Their expertise will ensure the success of your website development.



David Rodriguez, Project Implementation Manager

David's technical expertise coupled with extensive experience as a project manager enables him to guide the development of each website Granicus produces. He oversees our staff of project managers and implementation processes, creates necessary documentation and provides support to your Project Manager during the development.

Years of Experience: 5

Joined Granicus Team: 2014

Reference Projects:

- Yuma County, AZ (www.yumacountyaz.gov)
- Pinehurst, NC (www.vopnc.org)
- Oklahoma City, OK (www.okc.gov)



Uriz Goldman, User Experience (UX) Manager

Since joining Granicus in 2005, Uriz has guided the development of hundreds of local government websites. As a Certified User Experience Consultant, he is passionate about creating more intuitive customer experiences for our clients and will oversee the comprehensive User Experience Analysis for your website.

Years of Experience: 18

Joined Granicus Team: 2005

Education:

- Bachelor of Science, Management Information Systems
- NN/g UX Certified

Reference Projects:

- Sandy, UT (www.sandy.utah.gov)
- Augusta County, VA (www.co.augusta.va.us)
- Wilmington, NC (www.wilmingtonnc.gov)



Natalia Cudlip, Art Director

Natalia's eye for detail and creativity have resulted in some of Granicus' most stunning website designs since she joined Granicus in 2007. As our Art Director, she leads our team of designers to help uncover what makes your community unique and collaborate with the team to bring it to life with a beautiful, custom design.

Years of Experience: 14

Joined Granicus Team: 2007

Education:

- Bachelor of Arts, Computer Animation
- Web Graphic Design Certification

Reference Projects:

- Breckenridge, CO (www.townofbreckenridge.com)
- Orange County Sanitation District, CA (www.ocsd.com)
- Williamsburg, VA (www.williamsburgva.gov)



Brian Pope, Technical Trainer

Brian is an experienced educator who leads technical training on our content management system. He will equip you to get the most out of Granicus govAccess, both through the initial training included in your project and on-going live training webinars.

Years of Experience: 7

Joined Granicus Team: 2016

Education:

- Bachelor of Arts, Education and Spanish



Robert Schnelle, Client Success Manager

Robert knows Granicus govAccess inside and out and has a passion for serving customers. He will work with you once your website launches to ensure you're getting the most out of your relationship with Granicus, by monitoring the site's performance, consulting with you about new features and services and providing feedback during your Site Health Check.

Years of Experience: 20

Joined Granicus Team: 2014

Education:

- Network+ and CCNA Certified

Section 6

Proposed Investment

Proposed Investment

All quotes are priced per project and presented in US dollars. Pricing is valid for 180 days from February 19, 2019.

YEAR 1 INVESTMENT

govAccess

Website Design and Implementation – Pioneer

\$7,500

Year 1
investment

Website Research, design + development

- A homepage wireframe from our design library
- Custom mobile homepage
- Fully responsive design
- Custom Mobile Homepage or Standard Mobile Responsive Homepage
- Video Background or Standard Rotating Image carousel (switchable at any time)
- Programming/CMS Implementation

Professional Consulting Services + Training

- Migrate up to 50 webpages
- One (1) day of remote Web-based Training

Proposed Investment

All quotes are priced per project and presented in US dollars. Pricing is valid for 180 days from February 19, 2019.

ANNUAL REOCCURRING

govAccess

Maintenance, Hosting, & Licensing Fee**

- Ongoing Software Updates
- Unlimited Technical Support (6 am –10 pm PT, Monday – Friday)
- Training Webinars and On-Demand Video Library
- Best Practice Webinars and Resources
- Annual health check with research-based recommendations for website optimization
- Hosting with 99.9% uptime
- DDoS Mitigation
- Disaster Recovery with 90 min failover (RTO) and 15 min data replication (RPO)
- Data Security

\$4,000

Annual reoccurring*

ANNUAL PAYMENT PLAN

1st Year \$7,500

2nd Year \$4,000

3rd Year \$4,200

4th Year \$4,410***

5th Year \$4,630

FREE
Guaranteed
Redesign***

Optional Payment Options Available: Granicus recognizes you have a budget to work within. To accommodate your preference we offer different payment options, including distributing costs differently over multiple budget years.

*Payment cycle begins at the start of year two (2) or at the launch date of the new website (whichever comes first) and is based on a standard 5 year contract term.

**Annual hosting, maintenance and software license are subject to a cumulative annual 5% technology fee beginning in the second year of reoccurring billing.

***Guaranteed basic redesign after your contract term, no additional out-of-pocket expense.

Section 7

References

References

Project Name	City of West Hollywood, California Website (www.weho.org)
Client	City of West Hollywood, California
Description of Work Performed	CMS implementation, graphic design, navigation design, ongoing hosting and support.
Total Project Cost	> \$200,000
Percentage of Work Firm is Responsible For	100%
Period Work Was Completed	June 2017 June 2018 (latest upgrade)
Client Contact Information	Brett White, Digital Media Coordinator 323-848-6523 bwhite@weho.org
Did your firm meet the project schedule	Yes
Give a brief statement of the firm's adherence to the schedule and budget for the project	Granicus was able to launch the website on-time and on-scope based on an implementation process similar to the one described in Chapter 4 of this proposal. We can provide a similar series of milestones for the City of Palo Alto's implementation to ensure we meet your requirements.

Project Name	City of San Carlos, California (www.cityofsancarlos.org)
Client	City of San Carlos, California
Description of Work Performed	CMS implementation, graphic design, navigation design, ongoing hosting and support.
Total Project Cost	> \$100,000
Percentage of Work Firm is Responsible For	100%
Period Work Was Completed	June 2017 to January 2018
Client Contact Information	Brian Cary, Communications Coordinator 650-802-4218 bcary@cityofsancarlos.org
Did your firm meet the project schedule	Yes
Give a brief statement of the firm's adherence to the schedule and budget for the project	Granicus was able to launch the website on-time and on-scope based on an implementation process similar to the one described in Chapter 4 of this proposal. We can provide a similar series of milestones for the City of Palo Alto's implementation to ensure we meet your requirements.

References

Project Name	Fresno County, California Website (www.co.fresno.ca.us)
Client	Fresno County, California
Description of Work Performed	CMS implementation, graphic design, navigation design, ongoing hosting and support.
Total Project Cost	> \$200,000
Percentage of Work Firm is Responsible For	100%
Period Work Was Completed	May 2016 to October 2017
Client Contact Information	Billy Hopper, Information Technology Analyst 559-600-5956 billy.hopper@fresno.gov
Did your firm meet the project schedule	Yes
Give a brief statement of the firm's adherence to the schedule and budget for the project	Granicus was able to launch the website on-time and on-scope based on an implementation process similar to the one described in Chapter 4 of this proposal. We can provide a similar series of milestones for the City of Palo Alto's implementation to ensure we meet your requirements.

Project Name	El Segundo Economic Development Website (www.elsegundobusiness.com)
Client	The City of El Segundo, CA
Description of Work Performed	CMS implementation, graphic design, navigation design, ongoing hosting and support.
Total Project Cost	> \$150,000
Percentage of Work Firm is Responsible For	100%
Period Work Was Completed	December 2017 to September 2018
Client Contact Information	Barbara Voss, Economic Development Manager (310) 524-2389 bvoss@elsegundo.org
Did your firm meet the project schedule	Yes
Give a brief statement of the firm's adherence to the schedule and budget for the project	Granicus was able to launch the website on-time and on-scope based on an implementation process similar to the one described in Chapter 4 of this proposal. We can provide a similar series of milestones for the City of Palo Alto's implementation to ensure we meet your requirements.

THANK YOU

Granicus Proposal for Orting, WA

Granicus Contact

Name: Evan Webb

Phone: 720-770-5594

Email: evan.webb@granicus.com

Proposal Details

Quote Number: Q-61722

Prepared On: 4/10/2019

Valid Through: 5/26/2019

Pricing

Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

Currency: USD

Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 60 months.

One-Time Fees

Solution	Billing Frequency	Quantity/Unit	One-Time Fee
govAccess - Website Design and Implementation - Pioneer	Milestones - 40/20/20/20	1 Each	\$7,500.00
SUBTOTAL:			\$7,500.00

Annual Fees for New Subscriptions

Solution	Billing Frequency	Quantity/Unit	Annual Fee
govAccess - Maintenance, Hosting, & Licensing Fee - Core	Annual	1 Each	\$0.00 <i>(First year free)</i>
SUBTOTAL:			\$0.00

Remaining Period(s)				
Solution(s)	Year 2	Year 3	Year 4	Year 5
govAccess - Maintenance, Hosting, & Licensing Fee - Core	\$4,000.00	\$4,200.00	\$4,410.00	\$4,630.50
SUBTOTAL:	\$4,000.00	\$4,200.00	\$4,410.00	\$4,630.50

Product	Descriptions
Name	Description
govAccess - Website Design and Implementation - Pioneer	<p>govAccess Website Design and Implementation - Pioneer provides a citizen focused website and includes:</p> <ul style="list-style-type: none"> • One (1) homepage wireframe from Granicus' design library • One (1) custom mobile homepage • Fully responsive design • Custom mobile homepage or standard mobile responsive homepage • Video background or standard rotating Image carousel (switchable at any time) • Programming/CMS implementation • Migrate up to 50 webpages • One (1) day of remote web-based training
govAccess - Maintenance, Hosting, & Licensing Fee - Core	<p>The govAccess Maintenance, Hosting, and Licensing plan is designed to equip the client with the technology, expertise and training to keep the client's website relevant and effective over time.</p> <p>Services include the following:</p> <ul style="list-style-type: none"> • Ongoing software updates • Unlimited technical support (6:00 AM - 6:00 PM PT, Monday - Friday) • Access to training webinars and on-demand video library • Access to best practice webinars and resources • Annual health check with research-based recommendations for website optimization • DDoS mitigation • Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)

Terms and Conditions

- Link to Terms: https://granicus.com/pdfs/Master_Subscription_Agreement.pdf
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Orting, WA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- If submitting a Purchase Order, please include the following language: All pricing, terms and conditions of quote Q-61722 dated 4/10/2019 are incorporated into this Purchase Order by reference.
- Billing Frequency Notes (Milestones - 40/20/20/20):
 - An initial payment equal to 40% of the total;
 - A payment equal to 20% of the total upon Granicus' delivery of the draft homepage design concepts to the client;
 - A payment equal to 20% of the total upon implementation of the main website into the VCMS on a Granicus-hosted development server; and
 - A payment equal to 20% of the total upon completion; provided, however that the client has completed training. If the client has not completed training, then Granicus shall invoice the client at the earlier of: completion of training or 21 days after completion.
- Orting, WA is eligible to receive up to five (5) two-day passes to the 2019 Granicus National Summit, valued at \$299.00 each. The Granicus National Summit is the premiere user conference for public sector professionals across federal, state, and local government. Attendees will be provided with hands-on training led by Granicus subject matter experts, as well as opportunities to learn and network with peers and leaders in government.
Granicus National Summit Dates: May 14-15, 2019

Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Billing Information

Name:

Phone:

Email:

Address:

Orting, WA

Signature:

Name:

Title:

Date:



Granicus govAccess

A GOVERNMENT WEBSITE TO BETTER SERVE YOUR CITIZENS

Most people come to a government website with one goal – to complete a task – yet most government websites fail to deliver. With Granicus govAccess, user-friendly design, powerful content, accessibility, and secure transactions have never been easier.

MODERN WEBSITE DESIGN, MADE EASY!

A website redesign doesn't have to be a daunting task. Let our team of experts guide you through the process. We'll leverage best practices gleaned from developing more than 800 government websites, combined with our proven and collaborative project process, to deliver a modern website your agency will be proud of.

SIMPLE, YET DYNAMIC GOVERNMENT CMS

govAccess is a content management system (CMS) that was purpose built for government, allowing your staff to easily create content that informs, engages and serves their communities. Our CMS makes it easy to manage mobile experiences, bring more services online, share content through popular social media channels, create custom interior pages, and more - all while ensuring consistency and control.

ENTERPRISE-CLASS HOSTING + SUPPORT

From our state-of-the-art hosting infrastructure with greater than 99.9% uptime, to a team of certified government experts and tech gurus, the govAccess team relentlessly focuses on client satisfaction. Continuous optimization, regular health checks that include research-based recommendations, and 24x7 support deliver guaranteed success.



The Granicus Team went above and beyond. They were as invested in the website as we were, and we truly appreciated that.

Anthony Wilson
Public Information Officer
City of San Angelo, TX



WEBSITE DESIGN + IMPLEMENTATION – PIONEER

- ✓ A homepage wireframe from our design library
- ✓ Fully responsive design
- ✓ Custom Mobile Homepage or Standard Mobile Responsive Homepage
- ✓ Video Background or Standard Rotating Image carousel (switchable at any time)
- ✓ Website Programming + CMS Implementation
- ✓ Migrate up to 50 webpages
- ✓ One (1) day of remote Web-based Training (typically used for “Writing for the Web” Training, Accessibility Training, and CMS Training)



KEY CMS FEATURES

- ✓ Ongoing software updates (quarterly)
- ✓ Role-based dashboard for easy content updates, approvals + ability to lock down user permissions
- ✓ Mobile management to analyze mobile traffic and customize display on mobile device
- ✓ Interior page builder with drag-and-drop page building, 100+ widgets, save and reuse layouts + more
- ✓ Social media management with ability to schedule + preview posts to multiple social media accounts
- ✓ Form and survey builder with ready-to-use templates for the most common use cases, conditional logic, payment processing, and legally binding digital signatures
- ✓ Flexible search with the ability to define search synonyms, promote page + more
- ✓ Universal API + a vast number of commonly used apps integrated out-of-the-box



SUPPORT + MAINTENANCE

- ✓ 24/7 support
- ✓ Online help, including an extensive library of on-demand training videos
- ✓ Hosting infrastructure with 99.9% uptime
- ✓ Disaster recovery w/ 90 min failover (RTO), data replication every 15 mins (RPO), failover testing every 2 wks.
- ✓ Enterprise grade DDoS mitigation
- ✓ Industry leading data security (advanced threat detection and penetration)