### 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**

Regular Business Meeting Agenda Orting Multi-Purpose Center 202 Washington Ave. S, Orting, WA April 24<sup>th</sup>, 2019, 7p.m.

#### Mayor Joshua Penner, Chair

- 1. CALL MEETING TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL. REQUEST FOR ADDITIONS OR CORRECTIONS TO THE AGENDA.
- **2. PUBLIC COMMENTS:** Persons wishing to address the City Council regarding items that are not on the agenda are encouraged to do so at this time. In the case of a question, the chair will refer the matter to the appropriate administrative staff member or committee.

#### 3. EMPLOYEE RECOGNITION

Mayor Penner

January- Administration- Lindsay Breske
March- Police-Kristin Swanson

#### 4. PRESENTATION

- A. Feasibility Study- Carbon River near Bridge Street Setback Levee.
  - Randy Brake Pierce County
- B. Public Works Shop
  - Greg Reed

Request For Consent Agenda Items To Be Pulled For Discussion.

#### 5. CONSENT AGENDA

- A. Regular Meeting Minutes of April 10<sup>th</sup>, 2019.
- B. Payroll and Claims Warrants.
- **C.** AB19-27- 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.
- **D.** AB19-28-To Approve DA Davidson To Serve As Placement Agent/Underwriter For Financing The Construction Of The New City Hall/Police/Court Building.
- **E.** AB19-29-To Authorize the Mayor to enter into a contract with Cabot Dow Associates, Inc., to assist in the negotiation of the agreement between the City of Orting and ASFCME Local 120.
- **F.** AB19-30- To approve Durnford Construction Inc. as the winner of the RFP for the water line replacement project at 178th Avenue East, and authorize the Mayor to enter into a contract with Durnford Construction in the amount of \$65.580.
- **G.** AB19-31- To Authorize the Mayor to Negotiate a Contract with Granicus for Website Design, Software Maintenance & Updating.

Motion:	To approve C	Consent Agen	da as prepai	red. <b>Or:</b>			
Motion:	To approve C	onsent Agend	da with the e	xception c	of agenda ite	em(s) #	<u> </u>

Any Consent Agenda Items Pulled For Discussion.

#### 6. EXECUTIVE SESSION

#### 7. ADJOURNMENT

Motion: Move to Adjourn.

Upcoming Meeting: Next Regular Meeting: May 8th, 2019, 7:00pm, (MPC)

#### Councilmembers

Position No.

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



#### Mayor Joshua Penner, Chair

#### **Orting City Council**

Regular Business Meeting Minutes Orting Multi-Purpose Center 202 Washington Ave. S, Orting, WA April 10<sup>th</sup>, 2019, 7 p.m.

#### 1. CALL MEETING TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL.

Mayor Penner called the meeting to order at 7:00pm. Councilmember Kelly led the pledge of allegiance. Councilmembers Present: Deputy Mayor Greg Hogan, Councilmembers Tod Gunther, John Kelly, Scott Drennen, Nicola McDonald, and Joachim Pestinger.

Absent: Councilmember Gehring.

Staff Present: Mark Bethune, City Administrator, Jane Montgomery, City Clerk, Scott Larson, Treasurer, JC Hungerford, Engineer.

Councilmember McDonald made a motion to excuse Councilmember Gehring. Second by Deputy Mayor Hogan. Motion passed (6-0)

#### 2. PRESENTATION- WORLD WAR II VETERAN- MILTON TILL

Marc Perez, from the WA Soldiers Home, thanked the City and Councilmembers for their support in the "Wreaths Across America" Event. He stated that their success was possible due to this support. Then Mr. Perez spoke about WWII Navy Seaman Milton Till, and an upcoming Flagpole dedication/ Ceremony which will take place on May 18<sup>th</sup>, 2019, at 10:00am, at the WA Soldiers Home. He invited everyone to participate. Mr. Perez gave a presentation on Seaman Milton Till. Milton's Legacy:

- Raised Money for Soldiers Home Residents;
- Raised Money for Mom and Me, which provides free medical services for those in need in our community;
- Helped advocate for the Restoration of our WA Soldiers Home Cemetery by lobbying the Legislature.

#### Mr. Perez asked for the following support from the City:

- 1. Presentation of a certificate of appreciation and/or a plaque or key to the city at the ceremony. An official proclamation;
- 2. Two digital road signs directing traffic to park at the soldiers home;
- 3. Fire ladder truck with raised flag on display at the soldiers home where attendees will be parking and catching free shuttles;
- 4. Publicizing of event to Orting residents by email, newsletter, and City calendar.

#### 3. PUBLIC COMMENTS

#### **Maxine Herbert-Hill**

Ms. Hill spoke to the Council as the representative for the SR 162 Community Group. She read a letter which addressed the presentation provided by Washington State Department of Transportation (WSDOT) at the Public Safety Committee meeting on April 4<sup>th</sup>. The report provided data that was not provided at the Public safety Committee meeting. The report also provided a copy of the traffic numbers for 2017 as well as the numbers for 2030 that was divided by Tehaleh traffic numbers and total traffic volume for the corridors in the area. Council was asked to consider their report in any deliberations they have in preferences for the traffic management on SR162 and at McMillan.

#### 4. CONSENT AGENDA

- A. Regular Minutes of March 27th, 2019.
- B. Payroll and Claims Warrants

Councilmember Pestinger made a motion to approve Consent Agenda as prepared. Second by Councilmember Kelly. Motion passed (6-0).

#### 5. COMMISSION REPORTS

Planning Commission- No Report.

#### 6. NEW BUSINESS

A. AB19-25- Ordinance No. 2019-1044, Adopting An Interim Zoning Ordinance To Add Chapter 13-9 To The Orting Municipal Code, Entitled "Wireless Communications Services Facilities," Declaring An Emergency Necessitating Immediate Adoption And Effectiveness Of This Interim Zoning Ordinance.

Emily Terrell, City Planner, briefed the Council on the need for the proposed Interim Zoning Ordinance. The FCC recently passed a rule that no new development standards would be accepted from local jurisdictions if they were not in place by April 14, 2019. If the Council wishes to have design standards for telecommunications facilities and equipment, the Council would need to pass the Ordinance at this meeting, otherwise, the City would give up its opportunity to regulate the look and placement of these facilities. The Planning Commission recommended approval of the interim ordinance on April 1st. The Council will have to have a hearing in 60 days if the ordinance is passed.

Councilmember Pestinger made a motion to Adopt Ordinance No. 2019-1044, An Interim Zoning Ordinance To Add Chapter 13-9 To The Orting Municipal Code, Entitled "Wireless Communications Services Facilities," Declaring An Emergency Necessitating Immediate Adoption And Effectiveness Of This Interim Zoning Ordinance. Second by Councilmember McDonald. Motion passed (6-0).

#### B. AB19-26- Appointment of Planning Commissioners.

Mayor Penner informed the Councilmembers that there are currently two openings on the Planning Commission. He received two applications, one from Chris Rule and the other from Erika Bartholomew. He is seeking Council confirmation of his appointments.

Chris Rule was present and gave the Council a brief biography and why he had applied for the position. He was asked questions by the Councilmembers.

Councilmember Pestinger made a motion to Confirm the Mayor's appointment of Chris Rule to the position of Planning Commissioner. Second by Deputy Mayor Hogan. Motion passed (6-0).

Councilmember Pestinger made a motion to Confirm the Mayor's appointment of Erika Bartholomew to the position of Planning Commissioner. Second by Councilmember McDonald. Motion passed (6-0).

#### C. AB19-27- Resolution 2019-10, Contract for Legal Services.

Mark Bethune, City Administrator informed the Councilmembers that in December of 2018 the City's Attorney left Kenyon Disend. As a result the City felt this was a good opportunity to go out for an RFP for Legal Services. CGA Committee evaluated the responses and the short list on March 7th, 2019. Three firms were then interviewed on March 15th, 2019. The interview panel was composed of 3 staff members, the Mayor and one Councilmember. The top two firms were vetted and references were called. The Mayor and Staff recommended that Council approve a contract with Inslee Best for General Municipal Legal Services.

Councilmember McDonald made a motion to Adopt Resolution 2019-10 Authorizing The Mayor To Enter Into A Contract With Inslee, Best, Dozie & Ryder For General Municipal Legal Services. Second by Deputy Mayor Hogan. Motion passed (6-0).

#### 7. EXECUTIVE SESSION

No Executive session was scheduled.

#### 8. ADJOURNMENT

Councilmember McDonald made a motion to adjourn. Second by Councilmember Gunther. Motion passed (6-0).

Mayor Penner adjourned the meeting at 6:38pm.

ATTEST:		
Jane Montgomery, City Clerk, CMC	Joshua Penner, Mayor	



# Fund Transaction Summary

Transaction Type: Invoice Fiscal: 2019 - APRIL 2019 - 2nd Council

}* ss is literighteid	Disson fast, on	Aq+1(+)3} j
001	Current Expense	\$67,817.55
101	City Streets	\$5,339.82
104	Cemetery	\$65.20
105	Parks Department	\$2,531.47
401	Water	\$5,369.88
408	Wastewater	\$14,809.23
410	Stormwater	\$3,291.44
	Count: 7	\$99,224.59

# Fiscal: 2019 Deposit Period: 2019 - APRIL 2019 Check Period: 2019 - APRIL 2019 - 2nd Council Register

		*11 Date		
Kev Bank	0032707010			
<b>Check</b> EFT-March 2019 MasterCard	Keybank-MasterCard	4/11/2019 <b>Total</b>	4/12/2019 Check	\$8,449.32 <b>\$8,449.32</b> <b>\$8,449.32</b>
Kov Bank	2000073	וסומו		
Check		O FOOTE ST		\$4,084.81
47178	Ford Motor Credit Company LLC	9/17/7/2019		\$2.277.61
47179	Integra Information Technologies INC	4/17/2019		\$34.71
47180	Bratwear-Sound Uniform Solutions	4/24/2019		\$38.24
47181	Business Solutions Center	4/24/2019		\$220.08
12182	Cintas Corporation #461	4/24/2019		\$21.22
47102	Comcast	4/24/2019		47 334 25
47103	Cornerstone Electric, Inc	4/24/2019		87.674
47104	Crystal & Sierra Springs	4/24/2019		673.00
4/ 163	Culligan Seattle WA	4/24/2019		- t a a a
4/186	Daily Journal of Commerce	4/24/2019		900.000
47187	Department of Retirement Systems	4/24/2019		\$23.00 \$172.69
4/180	Drain-Pro INC	4/24/2019		00.170
47189		4/24/2019		\$1,625.00
47190	Frumiciaw, outy of	4/24/2019		\$5,500.00
47191	Force Science Institute	4/24/2019		\$27.23
47192	Goble Sampson Associates INC.	0/02/2010		\$157.34
47193	Grainger	4/24/2019		\$66.00
47194	Huffman, ED	6102/42/4		\$9.843,60
47105	Kenyon Disend PLLC	4/24/2019		\$284.53
200	Konica Minolta Business-Usa Inc	4/24/2019		\$191.24
4/190	N Cartis & Son	4/24/2019		12.18.4
4/19/	Mook Beckie	4/24/2019		\$100.20 \$040.40
4/198	North Central Laboratorie	4/24/2019		4243.13
47199	Out Desite Inc	4/24/2019		\$1,062.83
47200	Orga Facility, Illo	4/24/2019		\$84.41
47201	O'Reilly Auto Parts	4/24/2019		\$3,778.88
47202	P.c. Budget & Finance	4/24/2019		\$6,097.50
47203	PBS Engineering And Environmental INC	4/24/2019		\$1,252.81
77007	Pered (landfill)	4/24/2019		\$436 86
47.204	Pitney Bowes Globel	4/24/2019		\$134.00
47206	Public Safety Testing	4/24/2019		\$20,087.03
77077	Puget Sound Energy	4/24/2019		\$400.44
47208	SCORE	4/24/2019		
	C yd potaiad	Printed by COONERingham on 4/18/2019 12:32:11 PM	019-12:32:11 PM	Page 1 of 2

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A(*)	\$24,500.00 \$336.00 \$146.38 \$48.30 \$1,457.00 \$741.35	\$280.08 \$300.63 <b>\$90,775.27</b> <b>\$90,775.27</b>
		Check 2000073
	4/24/2019 4/24/2019 4/24/2019 4/24/2019 4/24/2019 4/24/2019	4/24/2019 4/24/2019 <b>Totai</b> <b>Crand Total</b>
	South Sound 911 Spectral Laboratories Staples Advantage Sumner Lawn'n Saw Sunnyside, City Of Tacoma News INC US BankNA Custody Treasury Div-Mony	Ontr Vision Forms LLC Whitworth Pest Solutions, INC

47216 47217

47209 47210 47211 47212 47213 47214 47214



# **Custom Council Report**

	Number	Invoice	Account Number	Notes	Amount
/sndor Bratwear-Sound Uniform Solutions	47180	201903SU381	001-521-20-31-01	Uniform Zipper Replacement-LT Gabreluk	\$34.71
				Total	\$34.71
Business Solutions	47181	106451	001-513-10-31-00	Business Cards- Kelly	\$38,24
Center				Total	\$38.24
Cintas Corporation	47182	4016062051	408-535-60-48-04	Cleaning of Park Restrooms	\$220.08
#461				Total	\$220.08
O	47183	5839-APR2019	001-514-23-42-00	City Hall Cable	\$5.30
Comcast	47 100	00007.0.1.2	001-524-20-31-00	City Hall Cable	\$5.31
			401-534-10-42-01	City Hall Cable	\$5.30
			408-535-10-42-01	City Hall Cable	\$5.3
				Total	\$21.22
Cornerstone Electric, Inc	47184	APRIL2019-400	408-535-50-48-02	WWTP-Replace Hour Meter-Wall Packs-Pole with LED	\$1,814.8
		APRIL2019-401	105-576-80-48-00	Park & Bell Tower Replace Fixture &	\$1,956.4
		APRIL2019-402	001-575-50-48-00	Lamp Power Box Install @ MPC	\$562.9
				Total	\$4,334.2
Crystal & Sierra	47185	16789927 033019	001-514-23-31-02	City Hall Water	\$79.6
Springs				Total	\$79.6
Culligan Seattle V	JA 47186	0472007-0473596	001-521-20-31-03	Water for PD	\$43.4
Culligari Seattle v	VA47100	0112007 0111		Total	\$43.4
Daily Journal of	47187	3446344	001-511-60-49-03	Rate Study	\$88.
Commerce				Total	\$88.8
Department of	47188	1333328	001-514-40-49-02	Old Age And Survivors Insurance	\$25.
Retirement Syste				Total	\$25.

	C Tomore Street	Invalor	Account Number	Notes	Amount
Vendor Orain-Pro INC	47189	Invoice 4414	408-535-60-48-04	Honey Bucket Service-101 Washington Ave N	\$172.69
				Total	\$172.69
Enumclaw, City of	47190	05602	001-523-60-41-00	Jail Fees-March 2019	\$1,625.00
				Total	\$1,625.00
Force Science Institute	47191	FSI-20061	001-521-40-49-00	FSI Advanced Specialist Class- Chief Gard	\$5,500.00
				Total	\$5,500.00
Ford Motor Credit Company LLC	47178	1647352 8487901-Lease Payment 6	001-591-21-70-03	Lease Payment #6 - 3-2018 Ford Interceptor-P 8487901	\$2,297.08
			001-592-21-80-02	Lease Payment #6 - 3-2018 Ford Interceptor-I 8487901	\$683.95
		1649790 8487902-Lease Payment 6	001-591-21-70-03	Lease Payment #6 - 2018 Ford F-150-P 8487902	\$831.36
			001-592-21-80-02	Lease Payment #6 - 2018 Ford F-150-I 8487902	\$272.42
				Total	\$4,084.81
Goble Sampson	47192	BINCooo7446	401-534-50-48-04	Well 4 Chlorinator- Parts	\$27.23
Associates INC.				Total	\$27.23
Grainger	47193	835311846	408-535-50-48-02	Solenoid Valve- Wastewater	\$157.34
				Total	\$157.34
	·=10.1	2472	408-535-90-49-00		\$66.00
Huffman, ED	47194	2412	100 000 11	Total	\$66.00
Integra Information	on 47179	22813	001-513-10-41-01	Scanning of Documents	\$2,277.6
Technologies INC	0			Total	\$2,277.61
Kenyon Disend	47195	188470-188471-188472-	001-515-41-41-01	City Attorney Retainier	\$2,500.0
PLLC		188473-188474188475	001-515-41-41-02	Attorney Services	\$4,083.5 \$758.1
			001-515-41-41-05	Attorney Services- HR	
			001-515-41-41-06	Attorney Services- Code Enforcement	\$2,019.5
			408-535-10-41-04	Attorney Services- Sewer	\$482.4
				Total	\$9,843.6

	Number	Invoice	Account Number	Notes	Amount
Keybank- MasterCard	EFT-March 2019	1181-Lincoln-March2019	001-524-20-31-00	Safty Vest & Jacket-Building Dept-Lincoln	\$98.89
	MasterCard		001-524-20-31-00	Jeans-Building Dept-Lincoln	\$122.94
			001-524-20-31-01	Jeans-Shirts Building Dept- Lincoln	\$98.34
			001-524-20-32-01	Fuel for Training	\$29.72
			001-524-20-41-05	Meal for Training	\$16.10
			001-524-20-41-05	Meal for Training	\$23.15
			001-524-20-41-05	Meal for Training	\$25.68
				Lodging for Building	\$354.24
			001-524-20-41-05	Official Training Prime Membership	\$130.07
		1513-Court-March2019	001-512-50-31-00	Washington Public	\$315.00
		1823-Larson-March2019	001-514-40-41-19	Treasures Conference-2019	
		2933-Penner-March2019	001-513-10-31-00	Parking for Bridge	\$6.00
		4050-PD 2-March2019	001-521-20-31-01	Boots Returned & Refunded-Gard	(\$250.03)
			001-521-20-31-01	SIg Tactical Holder	\$247.97
			001-521-20-31-01	Uniforms Items	\$338.79
			001-521-40-49-00	Parking Fees for Training	\$54.00
			001-521-40-49-00	Hotel Fees for Training	\$328.57
			001-521-50-48-04	Police Equipment	\$393.36
		5423-Public Works- March2019	001-594-24-64-07	Microsoft Surface Pro-Budling Deptartment	\$2,077.93
			401-534-90-49-00	Meal for WOW Congerence-Rundle	\$6.41
			401-534-90-49-00	& Brittan Meal for WOW Congerence-Rundle	\$24.95
			401-534-90-49-00	& Brittan Meal for WOW	\$31.66
			404 504 00 40 00	Congerence-Rundle & Brittan WOW Congerence	\$338.76
			401-534-90-49-00	Lodging-Rundle & Brittan	
			408-535-90-49-00	Meal for WOW Congerence-Rundle & Brittan	\$6.41
			408-535-90-49-00	Meal for WOW Congerence-Rundle	\$24.95
			408-535-90-49-00	& Brittan Meal for WOW Congerence-Rundle	\$31.65
			408-535-90-49-00	& Brittan WOW Congerence Lodging-Rundle &	\$338.76
			410-594-31-41-20	Brittan Curb Markers for Strom Drains-Glue	\$1,498.58
		5725-Bethune-March2019	001-525-60-41-04	Meals for EOC Training	\$23.66
			001-525-60-41-04	Meals for EOC Training	\$44.49
		6182-Meek-March2019	001-513-10-31-03	Cards	\$11.23
		STOP MOON MAISURE TO	001-571-20-31-01	Mesh Desk Organier	\$27.18
			001-571-20-31-01	Label Tape	\$34.96

ender	Number	Invoice	Account Number	Notes III	Amount
eybank- ElasterCard 2	EFT-March 2019	6182-Meek-March2019	001-571-20-31-01	Sheet Protectors	\$52.41
ſ	MasterCard		001-571-20-31-01	Parks & Rec Storage	\$175.00
			001-571-20-31-01	Parks & Rec Storage	\$175.00
			001-571-20-44-00	4 Tier Magaine Organier	\$54.54
		7599-Police-March2019	001-521-20-31-01	Uniform Items- Gabreluk & Turner	\$50.93
			001-521-20-31-01	Uniform Bars- Gabreluk & Turner	\$70.00
			001-521-20-31-03	Amazon Membership	\$14.20 \$5.00
			001-521-40-49-00	Parking for Armory Training-Hattaway	\$12.00
			001-521-40-49-00	Parking for Armory Training-Hattaway	\$12.00
			001-521-40-49-00	Parking for Armory Training-Hattaway Parking for Armory	\$17.00
			001-521-40-49-00	Training-Hattaway WA Homicide	\$100.00
			001-521-40-49-00	Investigation- Cassatt	*******
			001-521-50-48-04	Practice ECD Targets	\$70.1
		7765-Montgomery-March20	)19001-513-10-31-00	Water for Council Meeting	\$8.28
			001-513-10-31-00	Monthly Drop Box	\$10.9
			001-513-10-31-02	Employee Recognition-Harter	\$18.5
			001-513-10-31-02	Employee Recognition-Harter	\$23.3
			001-513-10-31-02	Employee Recognition-Harter	\$33.6
			001-513-10-31-02	Employee Recognition-Harter	\$94.8
			001-521-20-41-02	CIvil Service Appeal Hearing	\$134.3
			001-521-20-41-02	Civil Service Appeal Hearing	\$220.5 \$242.2
		8794-Woods-March2019	001-512-50-31-00	Mobile Bins for Court	
				Total	\$8,449.3
Konica Minolta	47196	257931224	001-521-10-40-06	Copier Lease PD	\$284.5
Business-Usa Inc				Total	\$284.5
LN Curtis & Son	47197	INV270679	001-521-20-31-01	Gun Holster-Chief Gard	\$132.0
		INV270985	001-521-50-48-04	Black Side Armor Organizer	\$59.1
				Total	\$191.2
Meek, Beckie	47198	Milage-Parks & Rec	001-575-50-49-02	Parks & Rec Conference Milage	\$168.2
MICCK, DCCKIC		Conference		variouelence ivinade	

	CTRIVES SEE	Involca	Account Number	Motes	Amount
Vendor North Central	47199	421354	408-535-10-31-00	Lab Supplies	\$243.13
Laboratorie				Total	\$243.13
			001-521-50-48-02	Antifreeze	\$15.28
O'Reilly Auto Parts	47201	1265583-April 2019	001-521-50-48-02	Wiper Blades	\$69.13
			001-021-00 40 02	Total	\$84.41
Orca Pacific, Inc	47200	38004	401-534-10-31-01	Sodium	\$1,062.83
Ofta Facility, inc	1.200			Hypochlorite <b>Total</b>	\$1,062.83
P.c. Budget & Finance	47202	CI-267509 C-104188	001-525-10-51-00	2nd QRT Fire Investigation Services	\$1,000.70
1 marice		CI-267598 C-104188	001-554-30-50-01	Feb 2019 Animal Control	\$2,778.18
				Total	\$3,778.88
PBS Engineering And Environmenta INC	47203 al	0041548.002-2	001-518-20-40-02	Engineering & Environmental Study on 102 Bridge St S New City Hall Poilce Departmen	\$1,524.38
			001-521-50-46-07	Engineering & Environmental Study on 102 Bridge St S New City Hall Poilce	\$3,048.75
			401-534-10-40-01	Department Engineering & Environmental Study on 102 Bridge St S New City Hall Poilce	\$609.75
			408-535-10-40-01	Department Engineering & Environmental Study on 102 Bridge St S New City Hall Poilce	\$609.74
			410-531-31-40-01	Department Engineering & Environmental Study on 102 Bridge St S New City Hall Poilce Department	\$304.88
				Total	\$6,097.50
Pcrcd (landfill)	47204	29918	410-531-38-48-05	Dump Fees-Waste Removal	\$115.73
, Groa (ianomi)			410-531-38-48-05	Dump Fees-Waste Removal	\$128.06
			410-531-38-48-05	Dump Fees-Waste Removal	\$134.36
			410-531-38-48-05	Dump Fees-Waste Removal	\$150.11
			410-531-38-48-05	Dump Fees-Waste Removal	\$159.00

Vandor	Number	Invoice	Account Number	Motels	Antound
Pcrcd (landfill)	47204	29918	410-531-38-48-05	Dump Fees-Waste Removal	\$180.02
			410-531-38-48-05	Dump Fees-Waste Removal	\$182.65
			410-531-38-48-05	Dump Fees-Waste Removal	\$202.85
				Total	\$1,252.81
Pitney Bowes	47205	3307926345	001-514-23-45-00	Postage Machine Lease	\$218.43
Globel		3308536470	001-514-23-45-00	Postage Machine Lease	\$218.43
				Total	\$436.86
Public Safety	47206	2019-0166	001-521-20-31-05	1st QRT Fees	\$134.00
Testing				Total	\$134.00
Puget Sound	47207	200001247663-ARP2019	408-535-50-47-07	VC Lift Station	\$192.81
Energy		200001247812-APR2019	101-542-63-47-03	SR162 Signal	\$25.85
		20000124701274 R2019	401-534-50-47-07	Harman Springs	\$96.55
		200001248190-APR2019	105-576-80-47-01	North Park	\$10.41
		200001248372-APR2019	401-534-50-47-08	Well 3	\$431.51
		200001248539-APR2019	001-525-50-47-01	Lahar Siren	\$10.51
		200001248339-AFR2019 200001532189-APR2019	105-576-80-47-02	Main Park-Bell Tower	\$290.60
			105-576-80-47-03	Main Park-Bell Tower	\$124.54
		200002708986-APR2019	408-535-50-47-05	VG Lift Station	\$259.79
		200003766280-APR2019	001-514-21-32-01	City Hall-City Shop	\$27.63
		200000700200711712070	001-514-21-47-01	City Hall-City Shop	\$125.61
			001-524-20-32-05	City Hall-City Shop	\$20.72
			401-534-50-47-01	City Hall-City Shop	\$125.62
			401-534-50-47-09	City Hall-City Shop	\$27.64
			408-535-50-47-01	City Hall-City Shop	\$125.62
			408-535-50-47-08	City Hall-City Shop	\$27.63
		200009717931-APR2019	401-534-50-47-04	Well 2	\$61.35
		200009717931-AFR2019	105-576-80-47-01	North Park	\$144.25
		200010396733-APR2019	401-534-50-47-01	Well 4 Pump Station	\$2,389.98
		200010629349-APR2019	101-542-63-47-01	City Shop	\$21.39
		2000.00200	104-536-50-47-02	City Shop	\$17.11
			401-534-50-47-01	City Shop	\$21.38
			408-535-50-47-01	City Shop	\$25.66
		200013874264-APR2019	408-535-50-47-06	WWTP	\$9,283.32
		200014994137-ARP2019	410-531-38-47-00	VG Lift Station	\$77.92
		200019613294-ARP2019	104-536-50-47-02	Cemetery Shop	\$48.09
		200019646914-ARP2019	101-542-63-47-03	Street Lights	\$48.99
		200019646914-ARP2019 200021421298-APR2019	408-535-50-47-06	Rainer Meadows	\$27.91
		200021421296-AFR2019	001-575-50-47-01	MPC	\$520.52
		200022934653-APR2019 200024404523-APR2019	408-535-50-47-02	Lift Staion 1	\$139.21
		220011476581-ARP2019	408-535-50-47-03	High Cedars Lift Staion	\$98.52
		220015220399-ARP2019	101-542-63-47-03	Street Lights	\$51.21
		220015220399-ART 2013 220015548930-ARP2019	101-542-63-47-03	Street Lights	\$60.44
		300000002406-APR2019	101-542-63-47-03	-	\$5,126.74
		3000000270074712010		Total	\$20,087.03

Vendor	Number	Involce	Account Number	Notes	Amount
SCORE	47208	3687	001-523-60-41-00	Jail Fees-Health Services	\$40.44
		3724	001-523-60-41-00	Jail Fees-March 2019	\$360.00
				Total	\$400.44
South Sound 911	47209	03212	001-521-50-51-00	2nd-QRT Police Dispatch	\$24,500.00
				Total	\$24,500.00
Spectral	47210	138389	408-535-10-41-03	Lab Testing	\$336.00
Laboratories				Total	\$336.00
Staples Advantage	47211	3408496130-3408764870- 3408927162-3409083400- 3409358142	001-513-10-31-00	Office Supplies	\$146.38
		0400000112		Total	\$146.38
Sumner Lawn'n	47212	25899	410-531-38-48-01	Titanium-Line	\$48.30
Saw				Total	\$48.30
Sunnyside, City Of	47213	6766	001-523-60-41-00	Jail Fees-March- 2019	\$1,457.00
				Total	\$1,457.00
Tacoma News INC	47214	257635-APR2019	001-511-60-49-03	ORD 2019-1043	\$85.11
			001-511-60-49-03	Legal Publication	\$124.27
			001-511-60-49-03	Legal Publication- Public Notice	\$144.07
			001-511-60-49-03	Legal Publication	\$151.07
			001-558-60-31-03	Legal Publication	\$236.83
				Total	\$741.35
US BankNA Custody Treasury	47215	122-APR2019	001-514-23-49-06	Fees for Safekeeping-Jan- Mar 2019	\$36.40
Div-Mony Cntr			101-542-90-40-01	Fees for Safekeeping-Jan-	\$5.20
			105-576-80-41-09	Mar 2019 Fees for Safekeeping-Jan-	\$5.20
			401-534-90-40-02	Mar 2019 Fees for	\$15.60
			401-534-90-40-02	Safekeeping-Jan- Mar 2019	Ψ10.00
			408-535-90-40-02	Fees for Safekeeping-Jan-	\$26.00
			410-531-90-40-02	Mar 2019 Fees for Safekeeping-Jan-	\$15.60
				Mar 2019 Total	\$104.00
				10(4)	Ψ107.00
Vision Forms LLC	47216	5351	401-534-10-31-00	Utility Bill Processing &	\$29.29
			401-534-10-42-00	Mailing Utility Bill Processing & Mailing	\$64.07

A selection was a selection of	T Tree of the last	Invoice	Account Number	Water	Amount
Vision Forms LLC	47216	5351	408-535-10-31-00	Utility Bill Processing & Mailing	\$29.30
			408-535-10-42-00	Utility Bill Processing & Mailing	\$64.07
			410-531-38-31-00	Utility Bill Processing & Mailing	\$29.29
			410-531-38-42-00	Utility Bill Processing & Mailing	\$64.06
				Total	\$280.08
Whitworth Pest	47217	15902-15906	001-514-21-48-01	Pest Control	\$109.30
Solutions, INC			001-575-50-48-00	Pest Control	\$191.33
				Total	\$300.63
				<b>Grand Total</b>	\$99,224.59



# City Of Orting Council Agenda Summary Sheet

Subject: Adoption of
<b>Revised City Fee</b>
Schedule, By
Resolution No.
2019-09

1	Committee	Study Session	Council
Agenda Item #:		AB19-27	AB19-27
For Agenda of:	N/A	04/17/19	04/24/19

	Department:	Finance/Administration
	Date Submitted:	4/2/19
Cost of Item:	1	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.

The City Council reviewed the fees at their workshop meeting on April 24<sup>th</sup>, 2019. The fee for a re-roof was debated. Administrator Bethune consulted with the Building Official who stated that a tear off and re-roof is not exempt from permitting per the IRC R105.2. The other fee that was discussed was the fee for non-resident columbaria, which was listed as \$500. After checking with finance staff it was determined that this was a Scribner's error and should have been listed as \$595.

**RECOMMENDED ACTION:** 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:

- <u>Section 1. Adoption of Fee Schedule</u>. 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.
- <u>Section 2. Severability.</u> 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.
- <u>Section 3. Corrections Authorized</u>. The City Clerk is authorized to make necessary corrections to this resolution, including but not limited to correction of clerical errors.
- <u>Section 4. Effective Date.</u> 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  $24^{\mathrm{TH}}$  DAY OF APRIL, 2019.

ATTEST/AUTHENTICATED:	Joshua Penner, Mayor
Jane Montgomery, City Clerk, CMC	
Approved as to form:	
Charlotte A. Archer Inslee, Best, Doezie & Ryder, P.S. City Attorney	

CITY OF ORTING

#### **SECTION R105 PERMITS**

TRC

#### R105.1 Required.

Any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be performed, shall first make application to the building official and obtain the required permit.

R105.2 Work exempt from permit.

Exemption from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following: ang feplurement not listed as Exempt

**Building:** 

1. One-story detached accessory structures, provided that the floor area does not exceed 200 square feet (18.58 m<sup>2</sup>).

- 2. Fences not over 7 feet (2134 mm) high.
- 3. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.
- 4. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18 927 L) and the ratio of height to diameter or width does not exceed 2 to 1.
- 5. Sidewalks and driveways.
- 6. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
- 7. Prefabricated swimming pools that are less than 24 inches (610 mm) deep.
- 8. Swings and other playground equipment.
- 9. Window awnings supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.
- 10. Decks not exceeding 200 square feet (18.58 m<sup>2</sup>) in area, that are not more than 30 inches (762 mm) above grade at any point, are not attached to a dwelling and do not serve the exit door required by Section R311.4.



# CITY OF ORTING FEE SCHEDULE

ADMINISTRATIVE & PERSONNEL	FEES	TANK TO THE REAL PROPERTY OF THE PERSON OF T
Category		Fees
Annual Business License		
Business Licenses are obtained from the State of Washington throu Licenses are required all businesses located within city limits, all bu limits, home businesses, solicitors and non-profits.	ugh their lice usiness that	ensing program. Business perform work within city
Businesses with under \$10K revenue		No Fee
Businesses with over \$10K revenue	\$	50.00
Itinerant food vendor	\$	250.00
Special Events	See	Park & Facility Rentals
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	0% 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	\$.05/	every 4 electronic files &
delivery system		\$.10/gigabyte
Electronic Storage Device: thumb drive, flash drive, DVD, CD,		
or other electronic device	Cost -	+ 15% Administrative fee
Certified Copy (per document)		\$1.00
Card Usage Fees (\$300 max sale)	I CONTRACTOR OF	
Debit Card	\$	1.00
Credit Card	\$	2.00
Passport Fee	ALC: HER	
Passport Processing	\$	35.00
Golf Carts (Electric)		V V V V V V V V V V V V V V V V V V V
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 (per yard)	\$	15.00

Staff Hourly Rates	Per Ho	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% A	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		% of net	
Gambling Tax - For Profit	4% of (	Gross Sales	
Stop Payment Fee	\$	32.00	
Returned Check Fee	\$	\$ 40.00	

BUILDING PLAN REVIEW AND PERMIT FEES				
Category		Fees		
Architectural Design Review - Commercial & Multi-Fami	ly			
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	\$ 25			
Work Performed Prior to Permit Approval				
Buildings Permit Fees - per I.C.C.	THE PARTY OF THE PARTY OF THE PARTY.			
*Building Permits & Fees are due at the time of building perm	nit issuance.			
ballang formle at oos als also at the and of				
If Valuation is Between:	BARS #: V	'arious		
\$1 to \$500	Base Fee of \$75.0			
	\$75 for the first \$5			
	each additional \$1			
	thereof, up to and			
\$501 to \$2,000	including \$2,000			
	\$75 for the first \$2	· ·		
	\$11 for each addit			
	fraction thereof, o			
\$2,001 to \$40,000	including \$40,000			
	\$487 for the first \$ \$9 for each addition			
	fraction thereofm			
\$40,004 to \$400,000	including \$100,00	•		
\$40,001 to \$100,000		\$1,027 for the first \$100,000; plus		
	\$7 for each addition			
	\$1,000 or fraction			
\$100,0001 to \$500,000	and including \$50			
4100,0001 to 4000,000	\$3,827 for the firs			
	\$5 for each addition			
	\$1,000 or fraction	thereof, up to		
\$500,001 to \$1,000,000	and including \$1,0	000,000.		
	\$6,327 for the firs			
	\$3 for each additi			
	\$1,000 or fraction			
\$1,000,001 to \$5,000,000	and including \$5,0	000,000.		
\$5,000,001 and up	\$18,327 for the fir	rst \$5,000,000		
ψο,οοο,οο   and αρ 	plus \$1 for each a			
	\$1,000 or fraction			
	, ,,			

#### 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 30.00 \$ (per square foot) Covered Decks/Carport 15.00 \$ (per square foot) Decks Valuation Retaining Walls \*\*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 15% of building permit 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 **Building Plan Review Deposit & Fee** \$500 Deposit toward 65% of the Permit Fee New Single-Family Homes \$100 Deposit toward 65% of the Permit Fee Detached Garage \$1,000 Deposit toward the Permit Fee (formula below) Multi-family Project \$1,000 Deposit toward 65% of the Permit Fee New Commercial Project Deposit (above) plus \$150 Expedited Plan Fee 75.00 (per Hour) Plan Review Revisions Plan review fees for compliance to the Non-Residential Energy 75.00 (per Hour) Code. (one (1) hour minimum charge) 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.

Manufactured Housing	STATE OF THE STATE			
Manufactured Homes (without perimeter "concrete" foundation	,	600.00		
system)	\$	000.00		
Modular Home or Manufactured Home (with perimeter		700.00		
'concrete" foundation system)	\$	100.00		
MH Title Elimination	\$			
MH Runners/Tie downs	\$	200.00		
State Building Code Fee		A PARTY OF THE PROPERTY OF		
Residential SFR Fee	\$	6.50		
Multi-family Fee - per unit	\$	6.50		
Commercial Fee	\$	25.00		
Flood Elevation Certificate Review	\$	250.00		
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%	Cost + 15% Administrative fee		
Structures or work requiring permits for which no fee is specifically in	ndicated, signs, p			
valued utilizing submitted written contractor's bid or engineer's cost i	nformation, or clo	osest related item for		
which a fee is determined. A minimum fee of \$75.00 will be assesse	d, or adjusted fee	e assigned at the		
discretion of the Building Official.				
Fuel Tank installation, or removal, permit fees will be valued per the	written Contracto	or's Bid or Engineer's		
Estimate, or will be a minimum base fee of \$225.00, whichever is great	eater.			
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,	H			
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 linea	\$.50 per linear foot - with \$75		
1 CHOC I CHIIIC COMMICIONI		minimum		
Technical Fee- Per Building Permit	\$5.00			
Tooling to to to banang to thin				

International Fire Code/Associated Fees	THE RESERVE THE PARTY OF THE PA
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
Fire related reviews and site visits for large lot short	Cost + 15% Administrative Fee
Plat/subdivisions are based on the cost.	
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 1	Trip)	Visit Constitution of	
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%	6 Administrative Fee	
Appeals of Adminstrative Decisions	Cost + 15%	6 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	

Passed by the City Council \_\_\_\_\_

Appliance not otherwise covered	<b>S</b>	75.00
Fuel Gas Piping - Each system of 1-4 outlets	\$	75.00
Fuel Gas Piping - Each additional outlet over 4 outlets	\$	75.00
Plumbing Permits & Fees - Multi-Family (3 or more units) and C		75.00
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 vaccuum 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 grad	ding licenses
requiring plan review. Before accepting a set of plans and specificat	tions for checking, th	ne 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
10,001 100,000 00010 jui ut	\$	1,200.00
1001,000 cubic yards and up		
1001,000 cubic yards and up  Disturbed Area for erosion control (per Square yard) - No import/export	\$	0.10
1001,000 cubic yards and up  Disturbed Area for erosion control (per Square yard) - No import/export		n and fill)
1001,000 cubic yards and up Disturbed Area for erosion control (per Square yard) - No	e of the excavation	25.00
1001,000 cubic yards and up Disturbed Area for erosion control (per Square yard) - No import/export  Grade and Fill License Fees (Fees shall be based on the volume	s \$	25.00 50.00
1001,000 cubic yards and up Disturbed Area for erosion control (per Square yard) - No import/export  Grade and Fill License Fees (Fees shall be based on the volum 50 cubic yards or less	s \$	25.00 50.00 75.00
1001,000 cubic yards and up Disturbed Area for erosion control (per Square yard) - No import/export  Grade and Fill License Fees (Fees shall be based on the volum 50 cubic yards or less 51-100 cubic yards	s \$ \$ \$ \$	25.00 50.00 75.00 125.00
1001,000 cubic yards and up Disturbed Area for erosion control (per Square yard) - No import/export  Grade and Fill License Fees (Fees shall be based on the volum 50 cubic yards or less 51-100 cubic yards 101-1,000 cubic yards	s \$	25.00 50.00 75.00

ORTING CEMETERY			
Category		Fees	
Lots	· · · · · · · · · · · · · · · · · · ·		
Full Sized Resident	\$	1,440.00	
Full Sized Non-Resident	\$	1,580.00	
Cremains Resident	\$	525.00	
Cremains Non-Resident	\$	575.00	
Child Sized Lot	\$	254.00	
Columbaria			
Resident	\$	500.00	
Non-Resident	\$	595.00	
Concrete Liners (plus current state tax rate)	with the state of the state of		
Adult Grave Liner	\$	500.00	
Child Grave Liner	\$	400.00	
Cremains Grave Liner	\$	200.00	
Opening & Closing Costs		A Since Laborate	
Adult Liner	\$	700.00	
Adult Vault	\$	850.00	
Cremains	\$	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 (per I	hour)   \$	125.00	

GENERAL FACILITY	Y CHARGES & IN	PACT FE	ES
Category			Fees
General Facility Charges			(per *ERU)
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	ent Surcharge	\$	91.69
Storm - General Facility Charges - Inside (		\$	1,022.56
1% Stormwater Surcharge		\$	10.23
Impact Fees			
Park Impact Fee		\$	830.00
	r PM Peak Hour Trip)	\$	2,149.00
School District Impact Fees	Set by and paid to	the Orting S	School District
Single Family Residence	(per Unit)	\$	3,770.00
Multi-Family Residence	(per Unit)	\$	2,000.00

\*ERU - Equivalent Residential Unit

#### 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		TO STATE OF THE STATE OF
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 Pla	ns & Specia	I 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		TOP ST. LEWIS
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	\$	500.00
to critical areas, billed at the cost of contract biologist's review SEPA Environmental Checklist Review and Determination	\$	1,000.00
	Ψ	
Environmental Impact Statement - includes coordination, review and appeal of draft and final EIS	\$	3,000.00
Pre-Application Meeting	THE WAY THE	
Short Plat and Boundary Line Adjustments	\$	250.00
All Others	\$	500.00
Plats, Cottage Housing, Developers Agreements and Planne	d Unit Deve	lopments
Binding Site Plan	\$	1,800.00
Boundary Line Adjustment	\$	500.00
Short Plat	\$	1,400.00

Passed by the City Council \_\_\_\_\_

Preliminary Plat	\$	4,000.00
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)	SACTOR AND	
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

PARKS & FACILITY R	ENTALS			
Category		ees		
Recreation Programs Cost + 15 % Administrati				
Gazebo and/or Barbeque Pit Rental		archite de la company		
Resident	\$	30.00		
Non-Resident	\$	60.00		
Nonprofit	\$	20.00		
MPC Facility - Rental	A CALL WILLIAM			
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	A Commission of the			
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 Rate charge for all I	es- Minimum 2hr.		
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
2-Day Holiday Resident		\$	725.00
2-Day Holiday Non-Resident	,	\$	875.00
2-Day Holiday Non-Profit		\$	375.00
Gratzer & Calistoga Parks - Additional I	tems		
Game Prep: Dragging, Lining & Bases	(per Prep)	\$	25.00
Portable Mounds	(per Day)	\$	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	(per Hour)	\$	50.00
City Service: 1 Police Officer	(per Hour)	\$	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	(per Hour)	\$	150.00
City Service: Portable Trailer Sign	(per trailer, per day)	\$	50.00
City Service: Banner at Leber		\$	35.00
City Service: Banner at Key Bank Sign		\$	35.00
	ITIES & 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	A CASTAL CONTRACTOR		
Hydrant Permit		\$	100.00
Hydrant Damage Deposit		\$	1,500.00
Fee for Opening Hydrant (without permit)		\$20	00 + cost of water
Water Hookup Fees (includes meter)			

Inside City Limits	\$	475.00
Outside City Limits	\$	515.00
Wastewater Hookup Fees		
Inside City Limits	\$	460.00
Outside City Limits	\$	506.00
Backflow/Irrigation		THE RESERVE
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 (per Hour)	\$	150.00

<sup>\*</sup>Water, Sewer & Storm Water Monthly Rates: See Utility Rates on City Website.

# City Of Orting Council Agenda Summary Sheet

Subject: Underwriter
For New City
Hall/Police/Court
Construction

	Committee	Study Session	Council
Agenda Item #:	N/A	AB19-28	AB19-28
For Agenda of:	N/A	4/17/19	4/24/19

Hall/Police/Court Construction	For Agenda of:	N/A	4/17/19	4/24/19
	Department:	ent: Administration		
	Date Submitted:	April 8, 2019		
Cost of Item:		<u>N/A</u>		
Amount Budgeted:		N/A		
Unexpended Balance:		N/A		
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. Council reviewed this at the study session on April 17<sup>th</sup>, and moved it forward to the consent agenda for the April 24<sup>th</sup> meeting.

**RECOMMENDED ACTION:** MOTION: To Approve DA Davidson To Serve As Placement Agent/Underwriter For Financing The Construction Of The New City Hall/Police/Court Building.



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.

- 1. <u>Services to be Provided by Davidson</u>. 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. <u>Fees and Expenses</u>. 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. <u>Term and Termination</u>. 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. <u>Limitation of Liability</u>. The Issuer agrees neither Davidson nor its employees, officers, agents or affiliates shall have any liability to the Issuer for the services provided hereunder.



6. <u>Miscellaneous</u>. 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. <u>Disclosures Concerning the Placement Agent/Underwriter's Role, Compensation, Regulation and Educational Materials.</u>
  - (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.<sup>1</sup>
- (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.

<sup>&</sup>lt;sup>1</sup> 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.

Very truly yours,

D.A.DAVIDSON & CO.

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.

By:\_\_\_\_\_\_\_

Title: Managing Director

Accepted this \_\_\_\_ day of \_\_\_\_\_\_, 2019

City of Orting, WA

Signature: \_\_\_\_\_\_

# 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.

<u>Underwriting and Distribution Capabilities</u> – 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.

<u>Creative Financing Solutions</u> – 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.

<u>Team Depth and Expertise</u> — 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				

r. Trageser's References	
City of Fife	City of Puyallup
Ms. Patty Luat, Finance Director/Treasurer	Mr. Cliff Craig, Finance Director
Phone: (253) 896-8614	Phone: (253) 841-5478
Email: pluat@cityoffife.org	Email: ccraig@ci.puyallup.wa.us
City of Sumner	City of Gig Harbor
Ms. Kassandra Raymond, Chief Financial Officer	Mr. Dave Rodenbach, Finance Director
Phone: (253) 299-5541	Phone: (253) 853-7610
Email: kassandrar@sumnerwa.gov	Email: rodenbachd@cityofgigharbor.net
City of Tacoma	City of University Place
Ms. Teresa Sedmak, City Treasurer	Mr. Eric Faison, Assist. City Manager, Finance & Administratio
Phone: (253) 591-5841	Phone: (253) 460-5443
Email: tsedmak@ci.tacoma.wa.us	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 <u>institutional sales force is composed of 57 experienced specialists</u> 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.

# 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		Committee	Study Session	Council		
Subject: Labor Negotiator	Agenda Item #:	N/A	AB19-29	AB19-29		
	For Agenda of:	N/A	04/17/2019	04/24/2019		
	Department:	Human Resources				
	Date Submitted:	April 8, 2019				
Cost of Item:		\$10,0 <u>00</u>				
<b>Amount Budgeted:</b>		<u>\$4,000</u>				
<b>Unexpended Balane</b>	ce:	(\$6,000)				
Bars #:		001-513-10-41-01				
Timeline:		N/A				
Submitted By: Scott Larson						
		1 11 11 6	1 11 14/1 6			

**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. The City Council reviewed this request at their study session on April 17<sup>th</sup>, and moved it forward to the consent agenda of the April 24<sup>th</sup> meeting.

**RECOMMENDED ACTION: MOTION**: To Authorize the Mayor to enter into a contract with Cabot Dow Associates, Inc., to assist in the negotiation of the agreement between the City of Orting and ASFCME Local 120.

# 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 Issaguah - 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. <u>Minimum Scope of Insurance</u>. 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. <u>Acceptability of Insurers</u>. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- D. <u>Verification of Coverage</u>. 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. <u>Notice of Cancellation</u>. 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. <u>Failure to Maintain Insurance</u>. 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
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CITY OF ORTING	CONSULTANT
Joshua Penner, Mayor	Printed Name:
Date:	Date:
APPROVED AS TO FORM:	Address & Phone #
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

		W				
Cubinete 170th Ct E		Committee	Study Session	Council		
Subject: 178 <sup>th</sup> St E Utility Crossing	Agenda Item #:	PW	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:		\$65,580				
Amount Budgeted:		\$40,000				
Unexpended Balance	);	\$0.00				
Bars #:		401-593-34-63-	30 WSDOT water	line		
		replacement				
imeline: N/A						
Submitted By:		Greg Reed				
Fiscal Note:						

Attachments: Summary of Bidders

**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

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 178<sup>th</sup> 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 178<sup>th</sup> Ave E. if desired.

City Council reviewed this at their April 17<sup>th</sup> Workshop meeting and recommended moving it forward to the consent agenda of the April 24<sup>th</sup> meeting.

**RECOMMENDED ACTION:** MOTION: To approve Durnford Construction Inc. as the winner of the RFP for the water line replacement project at 178<sup>th</sup> 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

Date: 04/2/2019

Project: 178th Ave E Utility Crossing

Transmittal: 01

Project #: PW2019-04

Contact - Laura Hinds @ Ihinds@cityoforting.org

# **Terms & Conditions:**

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

Addendums acknowledged Q of Q

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** 

Print:

Date: 4-7 - 7019

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 <u>contact customer service</u>.

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 webite to be included with the submittal.

GENERAL INFORMATION					
Project Name: Project Number:					
178Th Ave E Utility Crossina PWZ019-04					
178Th Ave E Utility Clossing Bidder's Business Name:	Bid Submittal Deadline:				
Durnford construction. Inc.	4-2-201	10016	):00am		
Durnford construction, Inc.		E A BI			
License Number:	Status:				
DURNFCI8370K	Active:	Yes_X_	No		
Effective Date (must be effective on or before Bid Submittal Deadline):	Expiration Date:				
9-12-2017	9.12-2019				
CONTRACTOR INFRACTION LIST					
Is Bidder on Infraction List:			V		
		Yes	No_X_		
CURRENT UBI NUMBER		200			
UBI Number:	Account Closed:				
604-164-249		Open X	_Closed		
INDUSTRIAL INSURANCE COVERAGE					
Account Number:	Account Current:	1			
651, 207-00 EMPLOYMENT SECURITY DEPARTMENT NUMBER		Yes_X	No		
EMPLOYMENT SECURITY DEPARTMENT NUMBER					
Employment Security Department Number:					
716221-00-3					
Please Provide a copy of your latest correspondence, containing your accou	ınt number, with Empl	oyment Sec	curity		
Department. Please do not provide document containing personal informa	tion such as social sec	urity numb	ers.		
STATE EXCISE TAX REGISTRATION NUMBER					
Tax Registration Number:	Account Closed:				
604-164-249		Open X	Closed		
NOT DISQUALIFIED FROM BIDDING					
Is the Bidder listed on the "Contractors Not Allowed to Bid" list of the Depa	rtment of Labor and		1		
Industries?		Yes	No X		
INFORMATION SUPPLIED BY:					
Print Name of Bidder Representative:	Date	^			
John Duriford 4-2-2019					
VERIFIED BY:					
Signature of District Employee Date					

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

April 1, 2019

DURNFORD CONSTRUSTION 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



# **Staffed employees list for Proposed project**

Project Manager - John Durnford

Superintendents - Shane Rich

Foreman - DJ Durnford

Labor - Nicco Wolfskill

Driver - Tim Wolfskill



# 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 <sup>TH</sup> Sewer Relief	Valley View Sewer District	Andrew Larue District Manager 206-242-3236
-	212K empletion ork & RD Cl	Bonney Lake Sewer Bottlen osures)		John Woodcock Public Works Manager 253-447-4336

2010/2017 50K / 2M **Emergency Sewer Repairs** Emergency Response Engineer-city of Seattle

City of Seattle

Cody Nelson 206-391-8808

2015/2016 1M

80th 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 Dumford 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) ivogt@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 (a) 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 409-04

Initial the following:

- 1. 50 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 <a href="https://www.mrscrosters.org">www.mrscrosters.org</a> or contact MRSC Rosters at (206) 625-1300 for information.
- 2. 50 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 12019-C+

WSDOT Franchise Utility Permit is found on the following pages.



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 39<sup>th</sup> 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

News Mely

Utility Project Support and Accommodations Engineer

DM Attachments JC8514-03



# **Utility Accommodation Application**

	For Department Use	Only			aka Permi	t or Franchise)
Permit/Franchise Number	6614 Amend. 2				1	
Charge Code JC8514	Group 03 Expi	iration	12/08/20	025		
Date Received: 12/11/2018	Reviewed By:Dev	in Maher			4	
Region Address 5720 Capil	tol Blvd. Tumwater, WA 9	98501				
Applicant City of Orting			Utility C Greg F	contact Name leed		
Email				Phone		
GReed@cityoforting.org				360-8	93-2219 x138	
Location (www.snagmp.co	m)					
SR	Milepost			Count	•	
162	Begin 10.59	End 10.59		Pierce		
Installation	**************************************				. Ob I. 10 71 4 4 I	
Please Check One	F7-			-	e Check All That Appl	y
Power  X Water	Sewer Telecommunication			<b>✓</b> Bu	ned rial	1
Gas	relecommunication				rface Feature (Pole, pe	ed vault)
Other					ached to a bridge/struc	
Describe Installation Type	Briefly explain)					instruction of the contract of
Jack and bore steel casing u		DIP and no	w hudra	nt		
oach and bore steer casing t	INCO OT TOE BIM INSTANTO	Dir alta ita	. II IIyolo			
Billing Information						
Contact Name						
Greg Reed - Public Works D	irector					
Federal Tax ID			Applica	int Reference	Work Order (optional)	
Phone			Email			
360-893-2219 x138			GReed	d@cityoforting	.org	
Street						
110 Train St SE				State	Zip + 4	
City   Orting				WA	98360	
Authorized Signatory	**************************************					
Signature 1	7	Printed Na	me & Ti	tle/Owner		Date
lua 4	léil	Greg Ree	d P.	L', DIREC	TOK.	12-03-2018
The Authorized Signature inc						
Utility understands that addit	ional provisions may apply.	The WSDC	OT has t	he authority to	invoice the Utility for a	Il work associated
with the review, processing a				e applicant pro	omises to pay any addit	ional costs, in
addition to the fees, incurred In accepting this Franchise A			ant. 614	I Itility an	rees that the General F	Provisions to the
original Franchise shall be re						
conditions of the original fran						
FOR DEPARTMENT USE ONLY, DO NOT WRITE BELOW THIS LINE						
Application Type	Cate	gory, Impa	ct to R	W Dropdown		Access Control
Franchise Amendment		ategory 3			\$150 de payable to	Managed
			-	s are to be ma artment of Trai		
* The fees are paid to cover						ccordance with
WAC 468-34 and RCW 47.44 and amendments thereto.						
Department Approval:		Printed N	lame & 1	Title \	73.	Date:
1	KK	Wa_IL	75	- OMIN	1 CUYV	(-11)

DOT Form 224,695 Revised 06/2018



# 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).

- 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.)
- 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 Workrelated 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, 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 cut 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)

<b>□</b> 1.	No Work provided for herein shall be performed unt Department of Transportation (Department) Repres		rthe following Washington State
	Name: Chris Ehresmann	Name:	
	Title: Utility Inspection Engineer	Title:	
	Street: 5720 Capitol Blvd. SE	Street:	
	City: Olympia		
	State: WA Zip: 98501-5201	State:	
	Phone: 360-570-6749 Cell:	Phone:	Cell:
	Fax:	Fax:	
<b>⊠</b> 2.	<ul><li>(Monday through Friday excluding any holidays), in of way.</li><li>Prior to beginning the Work, a pre-construction con</li></ul>		
	engineer, contractor, and inspector (as applicable) days (Monday through Friday excluding any holiday pre-construction conference)	shall be present. The Utility	shall give a minimum 5 working
□ з.	Work within the state-owned highway right of way so No Work shall be allowed on Saturday, Sunday, or the Utility shall be off the highway by noon the day holiday falls on a Saturday, the preceding Friday is by noon Thursday. When the Holiday falls on a Mo preceding Friday. Nothing in this section shall limit is state-owned highway right of way at the Department required by the Department.	holidays, without prior appr prior to a holiday unless aut counted as the holiday, and inday the Utility shall be off the authority of the Departm	oval by the Department. In addition thorized by the Department. If a if the Utility shall be off the highway the right of way at noon on the nent to further restrict work within
<b>⊠</b> 4.	During non-working hours equipment and materials (WZCZ) area. Minimum WZCZ distances will be me roadway intended for the movement of vehicles, ex for turning) and will be determined as follows:  Minimum Work Zone Cle	easured from the edge of th clusive of shoulders and lar	e traveled way (the portion of the
	Posted Speed	Distance From Trave	eled Way (ft)
	35 mph or less	10	
		15	
	40 mph		
	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.
□ 1	2.	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
□ 1	3	The Utility shall completely remove all Deactivated Facilities (as defined in Washington State Department of Transportation <i>Utilities Manual M 22-87</i> ).
<b>⊠</b> 1	4.	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.
	5.	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 <i>Standard Specifications for Road, Bridge, and Municipal Construction Manual</i> 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.
⊠ 1		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
Ø	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.
X	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.
	28.	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.
	29,	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.
	30.	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
Ø	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.

- 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.
- 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.
- 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.

Kind and Variety of	% By	Minimum %	Minimum %
Seed in Mixture	Weight	Pure Seed	Germination
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 Inert / Other	0.5 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 K<sub>2</sub>O - 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 41<sup>st</sup> 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

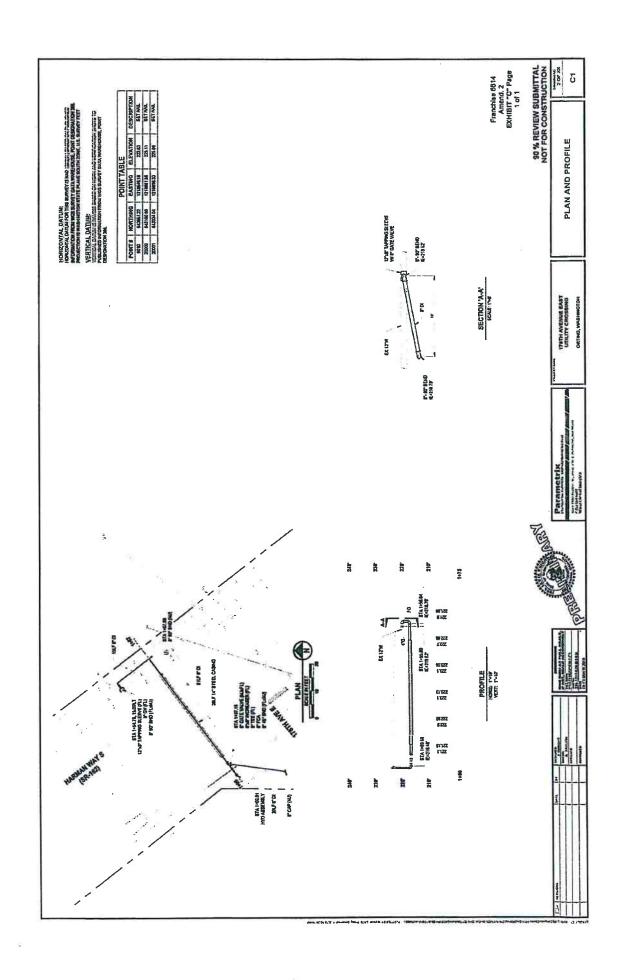
- A7. Prior to construction, the Utility shall submit and maintain an updated contact list for the Utility and Utility's contractor name, role, and phone numbers. Contact list shall be submitted five working days prior to start of work to both the Department representative (listed in Special Provision 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.

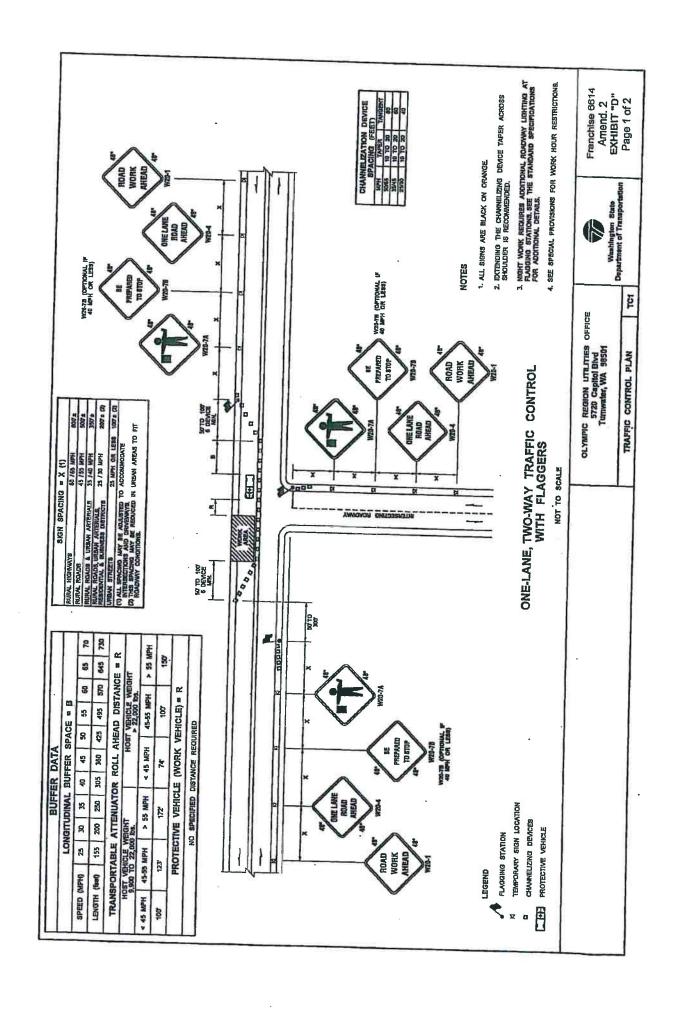
Bradley M. Berry, P.L.S.
Olympic Region R/W and Survey manager (360) 357-2754
BerryB@wsdot.wa.gov



## **Utility Facility Description**

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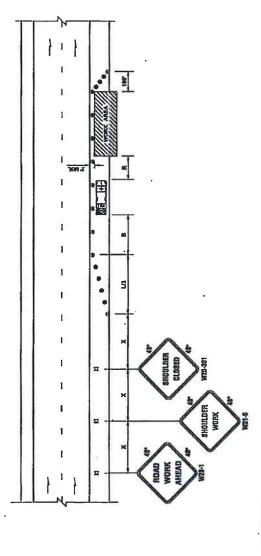


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TEMPORARY SIGN LOCATION

LEGEND

TRAFFIC SAFETY DRUM

TRANSPORTABLE ATTENUATOR 

SHOULDER CLOSURE - HIGH SPEED

1. NO ENCROACHMENT IN TRAVELED LANE IF ENCROACHMENT IS NECESSARY, LANE SHALL BE CLOSED. 2. DEVICE SPACING FOR THE DOWNSTREAM TAPER SHALL BE  $2\sigma$  (Fig.c.

NOTES

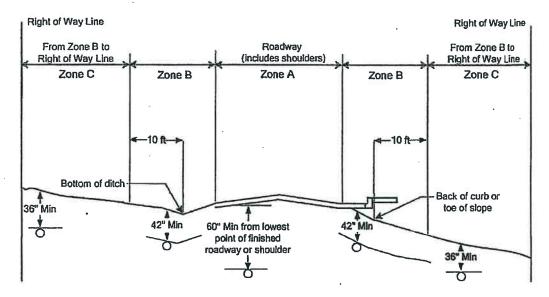
3. ALL SIGNS ARE BLACK ON ORANGE.

NOT TO SCALE

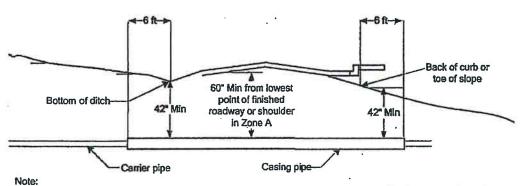
TC6 OLYMPIC REGION UTILITIES OFFICE 5720 Capitol Blvd Tumwater, WA 98501

TRAFFIC CONTROL PLAN

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



**Longitudinal Coverage Detail** 



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**

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

Minimum Cover for Pipe Installation Figure 120-3

### 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:	· · · · · · · · · · · · · · · · · · ·		a	
To:	(Name)	, OLYMPIC	REGION UTILITIES	
	(Name)			•
UTILITY CO: _				
Contact:		Address:		
Phone:				· · · · · · · · · · · · · · · · · · ·
Fax:		<del>.</del>		
Picia Contact.			Email #:	
UTILITY'S CON	TRACTOR:			
Contact:	THE COM	Address:		
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What:				
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where: SK	IVIF	to Mr		
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	Utility Rep:	Signature	A SAME HARROWS	
		Date		
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EOP	·			
C/I				
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R/W				
REMARKS/CROSS	SECTION (INCLUDE DESCRI	PTION OF TRAFFIC	C CONTROL NEEDED)	
				Franchise 6614
<u> </u>				Amend. 2
				EXHIBIT "F" Pag 1 of 1

<sup>\*\*\*</sup> 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.

### **Short Form Contract**

110 Train St SE Orting, WA 98360 lhinds@cityoforting.org (360) 893-2219 x139

Contractor/Vendor Name: Durn Ford construction, Inc.	Project No.: PW2019-04						
Address: 14015 2177 Ave E	Budget Item:	401.594.34.63.30					
acting wa , 98360	Project Name: 178th Ave E	<b>Utility Crossing</b>					
OCTING WA 14360 Telephone: 253-266-5781							
This Agreement is made and entered into this Znday of	AGREEMENT  This Agreement is made and entered into this Z <sup>n</sup> day of April , 2019, by and between the City of Drting, hereinafter called "the City," and hereinafter called "the Contractor."						
Orting, hereinatter called "the City," and Our find con struct	eremanter called the Contra	ctor.					
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 \$\frac{\log \Q\_{\chool}QQ\_{\chool}QQ\_{\chool}}{\chool}Q\_

### 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.

### **Short Form Contract**

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### 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.

### **Short Form Contract**

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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, it's 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.

**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.

### **Short Form Contract**

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### 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:

- 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.
- 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.

### **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

### **Short Form Contract**

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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:**

- 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 theses 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

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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

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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:

 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

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- 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.
- 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 Title: President	By:
	Title:
Date: 1-2-2019	Date:
ATTEST/AUTHENTICATED:	, City Clerk
APPROVED AS TO FORM: OFFICE OF THE CITY ATTORNEY:	(8)

### **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.

### **Short Form Contract**

110 Train St SE Orting, WA 98360 lhinds@cityoforting.org (360) 893-2219 x139

EXHIBIT A – Scope of Work RFP # PW2019-04 Initial the following:

- 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 <a href="https://www.mrscrosters.org">www.mrscrosters.org</a> or contact MRSC Rosters at
  (206) 625-1300 for information.
- 2. 50 The project will include Scale 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."

**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

GREG REED PUBLIC WORKS DIRECTOR: CITY ADMINISTRATOR: BUILDING OFFICIAL:

JOSHUA PENNER MARK BETHUNE TIM LINCOLN

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

RAWIN	DRAWING INDEX	
DWG NO.	SHT NO.	SHEET TITLE
-	5	LOCATION AND VICTURE MAPS, DRAWING INDEX LEGEND, AND ABBREVATIONS
7	5	PLAN AND PROFILE
	TCt	TRAFFIC CONTROL AND SIGNAGE PLAN
-	102	TRAFFIC CONTROL AND SIGNAGE PLAN
us.	DTI	DETAILS

	PROPOSED			٠	7	K							
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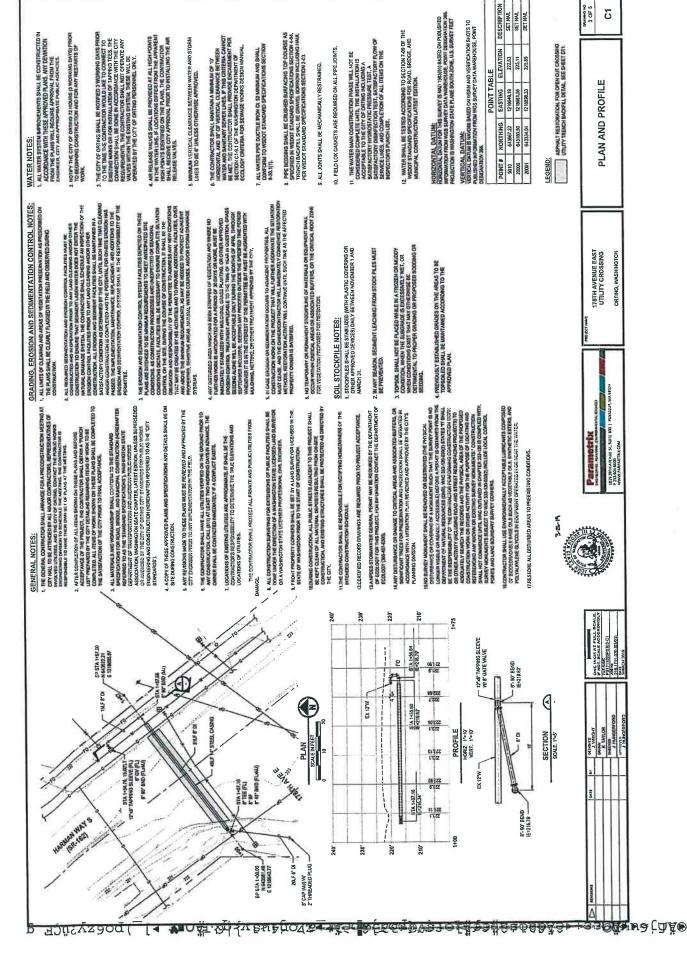


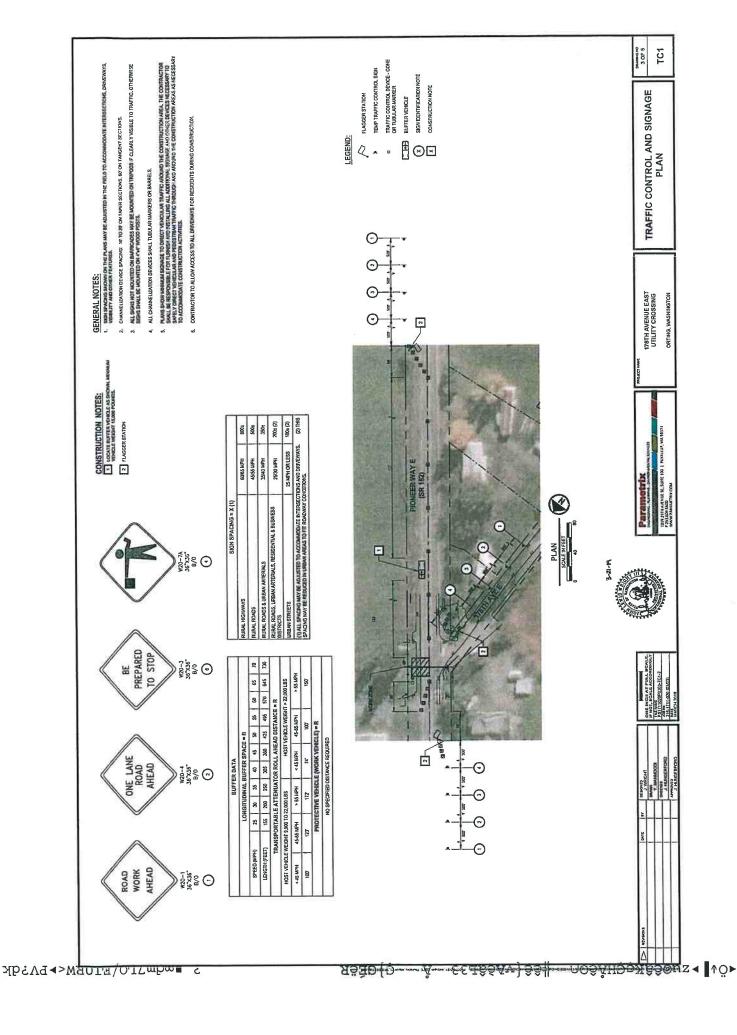


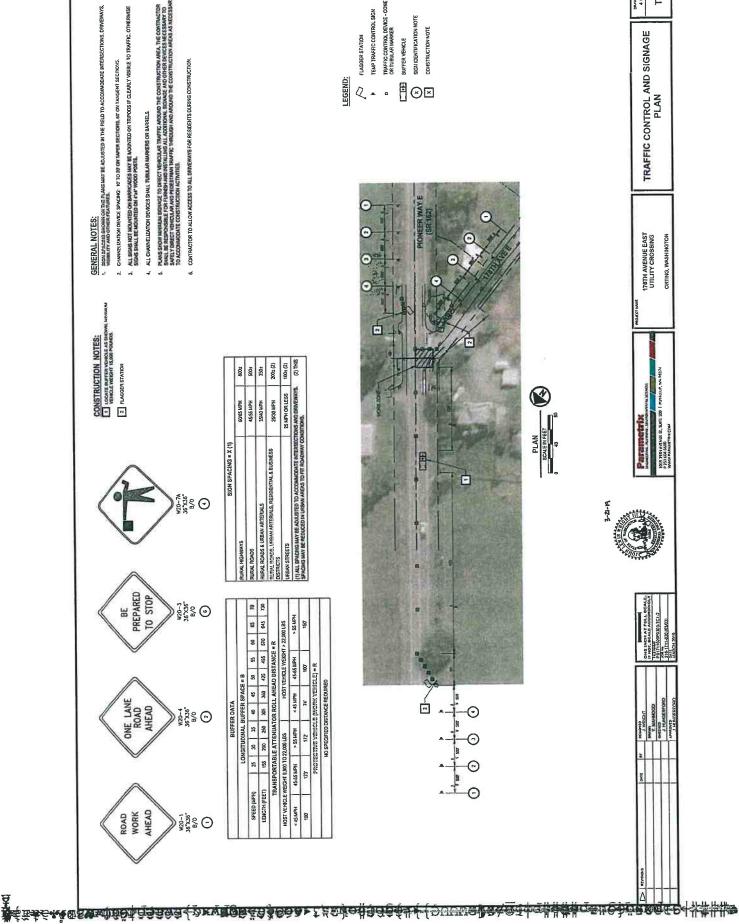
178TH AVENUE EAST UTILITY CROSSING ORTING, WASHINGTON

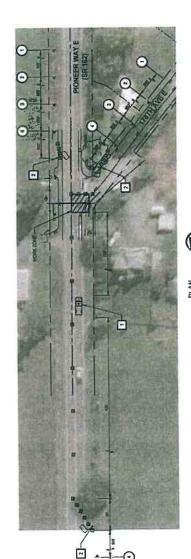
VICINITY AND LOCATION MAPS, DRAWING INDEX, LEGEND, AND ABBREVIATIONS

1 OF 5 5











TEMP TRAFFIC CONTROL SIGN

FLAGGER STATION

Q.

EGEND:



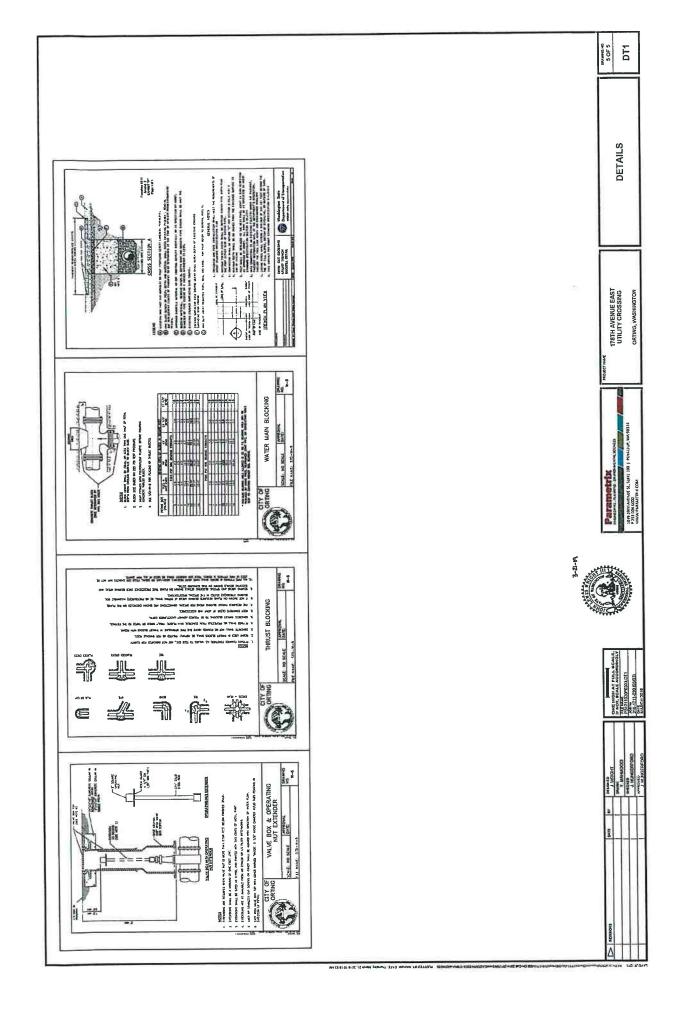


178TH AVENUE EAST UTILITY CROSSING ORTING, WASHINGTON

TRAFFIC CONTROL AND SIGNAGE PLAN

TC2

4 OF 5





Cultinate		Committee	Study Session	Council				
Subject: RFP- Website	Agenda Item #:	AB19-31	AB19-31	AB19-31				
Design, Software	For Agenda of:	2.7.19 & 3.7.19	3.20.19	4.24.19				
Maintenance &		4.11.19	4.17.19					
Updating								
Contract with Granicus.	Department:	Administration						
Granicus.	Date	2.7.19						
	Submitted:							
Cost of Item:		\$7,500-Design-Free	Maintenance & hos	ting 1 <sup>st</sup> year.				
<b>Amount Budgeted</b>	•	\$ 25,000						
<b>Unexpended Balar</b>	nce:	\$						
Bars #:								
Timeline:		Work Target Completion Date, Third Quarter of 2019						
Submitted By:		Jane Montgomery						
Fiscal Note: Maint	enance Hosting & L	nce Hosting & Lic. 2 <sup>nd</sup> year \$4,000 3 <sup>rd</sup> \$4,200 4 <sup>th</sup> -\$4,410 5 <sup>th</sup> - \$4.63						

Attachments: Granicus RFP submission & Proposal

### **SUMMARY STATEMENT:**

The City went out for a Request for Qualifications for Website Design on January 30<sup>th</sup>, 2019. Staff and the Mayor evaluated the responses and brought a short list to CGA on March 7<sup>th</sup>, 2019. Short list firms were notified on March 8<sup>th</sup>. The City conducted interviews on March 12<sup>th</sup>. 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.

**RECOMMENDED ACTION:** MOTION: To Authorize the Mayor to Negotiate a Contract with Granicus for Website Design, Software Maintenance & Updating.



# 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 (First year free)
		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



Name	Description
govAccess – Website Design and Implementation – Pioneer	govAccess Website Design and Implementation - Pioneer provides a citizen focused website and includes:  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	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.  Services include the following:  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  Dos 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

**Billing Information** 

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

Name:		
Phone:		
Email:		
Address:		
Control of the Contro		
Orting, WA		
Signature:		
Name:		



Title:	
Date:	



### 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.



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
- $\checkmark$  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 m ost 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 infrastruture 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 migration
- ✓ Industry leading data security (advanced threat detection and penetration)



# 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



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



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Section 1

**About Granicus** 



# 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 17<sup>th</sup> St Suite 4000 Denver, CO 80202 Washington D.C.

1152 15<sup>th</sup> 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<sub>OUT OF</sub> 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.

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



# 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 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.



"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





### Did you know?

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



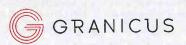
With Granicus govAccess, the casual user can easily update the website with fresh content and visuals, while the power user can monitor, manage, analyze and optimize the website over time.

# 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 selfservice 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.WeHo.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 <u>all</u> 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 3<sup>rd</sup> 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 (Swiftype)
- 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.

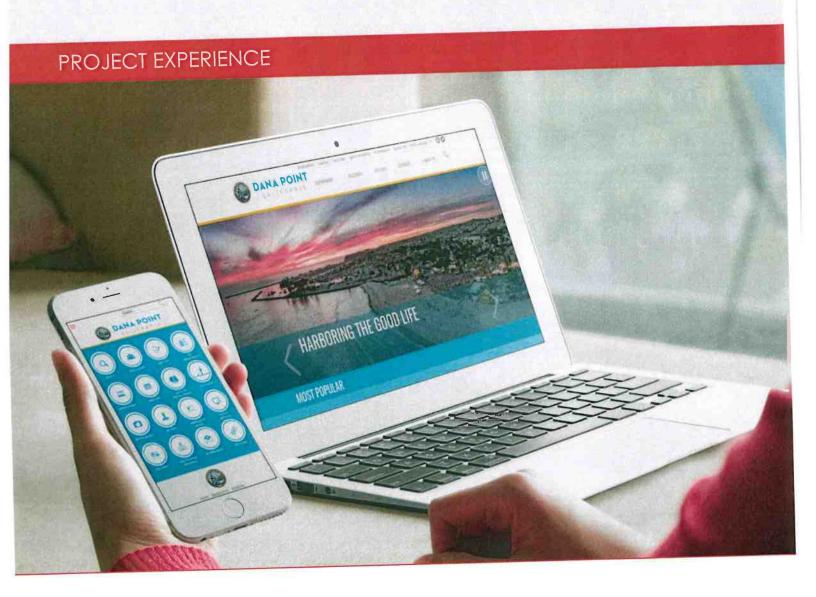
(reach out with questions)



Section 4

**Project Experience** 





## City of Dana Point, CA

Population: 34,000 Launch: 2016

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.

### URL: www.danapoint.org

### 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



### City of La Quinta, CA

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



### City of Sioux City, IA

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

Launch: 2017



### PROJECT EXPERIENCE

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

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 (<u>www.yumacountyaz.gov</u>)
- 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 (<u>www.sandy.utah.gov</u>)
- Augusta County, VA (www.co.augusta.va.us)
- Wilmington, NC (<u>www.wilmingtonnc.gov</u>)





### 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 (<u>www.townofbreckenridge.com</u>)
- Orange County Sanitation District, CA (<u>www.ocsd.com</u>)
- Williamsburg, VA (<u>www.williamsburgva.gov</u>)



### 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

### 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

\$7,500 Year 1 investment



### **Proposed Investment**

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

### ANNUAL REOCCURING

### 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	4 <sup>th</sup> Year	\$4,410***	FREE Guaranteed
2 <sup>nd</sup> Year	\$4,000	5 <sup>th</sup> Year	\$4,630	Redesign***
3 <sup>rd</sup> Year	\$4,200			

**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.

<sup>\*</sup>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.

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

<sup>\*\*\*</sup>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 ( <u>www.weho.org</u> )	
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 ( <u>www.cityofsancarlos.org</u> )	
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 ( <u>www.co.fresno.ca.us</u> )
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 proposa We can provide a similar series of milestones for the City of Palo Alto's implementation to ensure we meet your requirements.

	with the form of the grant debusiness com			
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