

City of Kenmore



City of Kenmore - 18120 68th Avenue NE - PO Box 82607, Kenmore WA 98028 - Phone: 425-398-8900 - Fax: 425-481-3236

City of Kenmore
City Council Regular Meeting Agenda
7:00 p.m., Monday, May 23, 2011
Kenmore City Hall
18120 68th Ave. NE, Kenmore, WA 98028

AGENDA ITEMS ARE SUBJECT TO CHANGE up to and including the time of the meeting; items may be added or dropped. Please call the City Clerk if you have any questions or to confirm the agenda items prior to the meeting at (425) 398-8900, or stop by City Hall at 18120 68th Avenue NE, Kenmore. The agendas are also available on our website at: www.kenmorewa.gov. Our public meetings are accessible to all members of the public. If you require special accommodations, please call the City Clerk at least three (3) days prior to the meeting.

I. CALL TO ORDER REGULAR MEETING

II. ROLL CALL

III. FLAG SALUTE

IV. AGENDA APPROVAL

V. CONSENT AGENDA

- A. Approval of Claim Nos. 23877 - 23941 in the amount of \$337,355.58 for the period ending May 12, 2011.
- B. Accept January 2011 Financial Reports for the City of Kenmore, Washington - Joanne Gregory, Finance Director
- C. Direct City Hall Staff to Schedule a Public Hearing on July 25, 2011 to Consider Adoption of Proposed Revisions to Kenmore Municipal Code (KMC) Title 12, Streets and Bridges - Ron Loewen, City Engineer
- D. Authorize the City Manager to Sign an Agreement with Universal Field Services for Right-of-Way and Property Acquisition Services in the Amount of \$100,000 - Ron Loewen, City Engineer

VI. CITIZEN COMMENTS

This is an opportunity to express your views on issues that are important to you and to the community. Please limit your comments to three (3) minutes.

VII. BUSINESS AGENDA

- A. Approve Contract No. 11-C945 with DBM Contractors, Inc. in the Amount of \$201,484 for the Construction of the 61st Place NE Retaining Wall, and Appropriate \$467,314 in Funds for Design and Construction of 61st Place NE Slide Repair Project - Ron Loewen, City Engineer

VIII. COUNCILMEMBER COMMENTS/REPORTS

IX. ADJOURNMENT

Upcoming Meetings:

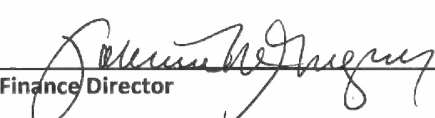
June 13, 2011 7:00 p.m. Council Meeting
June 20, 2011 7:00 p.m. Council Meeting
June 27, 2011 7:00 p.m. Council Meeting

City of Kenmore **Voucher Certification and Approval**

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the following claims, paid by checks 23877 - 23941 which total \$337,355.58 are just, due, and unpaid obligations against the City of Kenmore/King County/Washington, and that I am authorized to authenticate and certify to said claims.

2011

 City Manager Date

5/12/11

 Finance Director Date

Check	Name	Description	Net amount
23877	BANNER BANK LD	Wellness, Spec. Events, & Training	\$ 1,318.71
23878	BANNER BANK KENMORE	Parking, Hotel, Conf, Meals, & Reg.	1,940.62
23879	BAKER, DAVID	NLC Mtg. Meals, Mileage, & Parking	143.96
23880	BANNER BANK KENMORE	NLC Conf. Hotel, Meals, & Luggage	3,004.95
23881	NATIONWIDE FINANCIAL 401a	Payroll Entry	9,413.94
23882	NATIONWIDE RETIREMENT SOLUTIONS 457	Payroll Entry	1,570.00
23883	ICMA RETIREMENT TRUST 457 - 304745	Payroll Entry	2,219.22
23884	DRS 457	Payroll Entry	1,706.66
23885	CITY OF KENMORE FS	Payroll Entry	176.96
23886	BANK OF AMERICA 941	Payroll Entry	10,770.57
23887	DEPARTMENT OF RETIREMENT SYSTEMS	Payroll Entry	6,738.69
23888	DEPARTMENT OF LABOR AND INDUSTRIES	Payroll Entry	1,497.89
23889	KING COUNTY TREASURY	Kenmore Property SWM Fees	38,465.70
23890	PUGET SOUND ENERGY	Electricity Bills	2,244.86
23891	UNITED STATES POSTMASTER	Econ. Development Postcard Postage	103.84
23892	PAWS	March 2011 Animal Sheltering	160.00
23893	BOTHELL SKI & BIKE	Police Dept. Bike Tune-Ups	120.44
23894	BRAVO ENVIRONMENTAL SERVICE	Drainage Services	362.50
23895	CATHOLIC COMMUNITY SERVICES	Q1 2011 Emer. Assistance Services	1,500.00
23896	CITY OF BELLEVUE	Q1 2011 Human Services	22,279.00
23897	CITY OF LAKE FOREST PARK	April 2011 Streets Contract	58,939.77
23898	EMERGENCY FEEDING PROGRAM	Q1 2011 Emergency Feeding Program	625.00
23899	FERGUSON ENTERPRISES INC	Drainage Materials	503.99
23900	AFLAC	April 2011 Admin Fee	50.00
23901	FULL MAINTENANCE GARDENING	6700 Bldg. Landscape Maintenance	373.40
23902	GRAY & OSBORNE, INC	Tributary 057 Channel Relocation	2,386.37
23903	H.W. LOCHNER, INC.	Juanita Drive Signal Improvements	6,391.87
23904	HOPELINK	Q1 2011 Human Services Contracts	11,201.25
23905	INSLEE, BEST, DOEZIE & RYDER, P.S.	March 2011 Attorney Fees	21,784.30
23906	JET CITY PRINTING	Budget Book Printing & Posters	3,378.07
23907	KING COUNTY FINANCE	Q1 2011 Alcohol Treatment Services	1,279.17
23908	KING COUNTY FINANCE	Q1 2011 Enhanced Animal Services	2,850.75
23909	LIGHTHOUSE CONSULTING INC	March 2011 IT Services & Software	1,390.10

23910 PENDLETON CONSULTING LLC	Police Contract Review	1,231.11
23911 NEXTEL COMMUNICATIONS	March 2011 Staff & PD Cell Phones	834.42
23912 NORTSHORE SENIOR CENTER	Q1 2011 Kenmore Senior Program	5,500.00
23913 NORTSHORE UTILITY DIST	Storm Line Repair	2,705.35
23914 NORTSHORE YOUTH & FAMILY SERVICES	Q1 2011 Subsidized Youth & Family	7,500.00
23915 OFFICE TEAM	Temp. Office Employee-4/8/11	864.50
23916 OTAK	NLW Trib 0056 Improvements	1,558.00
23917 PACIFIC TOPSOILS	ROW & SR 522 Materials	241.45
23918 PUGET SOUND ENERGY	City Hall Electricity Bill	3,788.91
23919 WA STATE DEPT OF TRANSPORTATION	March 2011 Signal Maintenance	36.15
23920 COLUMBIA RIDGE LANDFILL	Dump Fees	1,517.72
23921 ROGERS, GLENN	NLC Conf. Mileage & Parking Reimb.	46.87
23922 ENVIRONMENTAL SYSTEMS RESEARCH INST	SWM Software Maintenance	2,554.01
23923 KONICA MINOLTA BUSINESS SOLUTIONS	Photocopier Lease & Photocopies	602.64
23924 AT WORK	Q1 2011 Comm. Liaison Program	625.00
23925 HDR	61st Pl. Slide Road Repair	47,239.37
23926 OUSLEY, NANCY	Business Mtg. Mileage Reimbursement	73.44
23927 BIS	May Website Hosting	175.00
23928 GREGORY, JOANNE	Cell Phone Reimbursement	179.96
23929 EAST JORDAN IRON WORKS	Replacement Drainage Grates	1,152.48
23930 KENMORE ELEMENTARY PTA	Q1 2011 Social Services Crisis	2,000.00
23931 PRUDENTIAL	Employee Insurance Policy	373.13
23932 HERO HOUSE	Q1 2011 HERO House	387.50
23933 SARAH ROBERTS	April 2011 Prosecution Services	9,300.00
23934 FRONTIER	April 2011 CH & 6700 Bldg. Phone Bills	853.21
23935 AM TEST, INC	Water Sample Testing	125.00
23936 SUSSMAN/PREJZA & CO, INC	March 2011 Wayfinding & Signage	1,736.45
23937 MATRIX CONSULTING GROUP	Police Services Study	9,200.00
23938 SNOHOMISH COUNTY SHERIFF'S OFFICE	April 2011 Jail Services	17,073.75
23939 INFRASOURCE CONTRACTING LLC	Duplicate Permit Refund-MEC 187-11	29.36
23940 BODINE CONSTUCTION SERVICES, INC	SWM Video Services	383.25
23941 ACTIVE SHOOTER TRAINING LLC	Police Dept. Training Registration	575.00
		<u>\$ 337,355.58</u>

PRIOR VENDOR ACTIVITY

	Previous YTD
3CMA	\$ 375.00
A+ CONFERENCING	96.31
AA PARTY RENTALS	379.96
ACTION ENTERTAINMENT	395.00
ADT SECURITY SERVICES	531.76
AFLAC	4,845.38
ALCALDE & FAY	30,168.35
ALLIED WASTE SERVICES #172	4,269.80
ALPHA COURIER SERVICES	33.60
AM TEST, INC	600.00
AMERICAN GENERAL	2,090.58

AMERICAN PLANNING ASSOCIATION	1,070.00
AMERICAN PUBLIC WORKS ASSOCIATION	503.42
AMERICAN SOCIETY OF COMPOSERS	305.00
ANDERSON, LAURI	27.94
ANDONIADIS INC	826.17
ASSOCIATION OF WA CITIES	13,970.00
AT WORK	605.25
AURORA RENTS	215.47
AWC EMPLOYEE BENEFITS	179,492.67
BABB, MICHELLE	186.92
BAKER, DAVID	1,323.02
BANK OF AMERICA 941	128,708.33
BANNER BANK BH	327.66
BANNER BANK CS	2,995.98
BANNER BANK DB	930.49
BANNER BANK JG	1,625.57
BANNER BANK JGORDON	5,516.33
BANNER BANK KENMORE	14,374.06
BANNER BANK LB	976.12
BANNER BANK LD	2,174.06
BANNER BANK NO	2,333.09
BASTYR UNIVERSITY	194,494.20
BAYLES, GREGORY	50.00
BEKINS NORTHWEST	303.45
BIS	2,900.00
BLACKBAUD	4,956.23
BRAVO ENVIRONMENTAL SERVICE	83,668.47
C. ANDERSON & CO.	1,209.98
CALIBRE HOMES, INC	7,500.00
CALPORTLAND COMPANY	1,974.53
CARLSON, THOMAS G.	624.66
CASCADE PEST CONTROL	755.58
CATHOLIC COMMUNITY SERVICES	1,512.75
CEMEX	2,384.63
CENTER FOR HUMAN SERVICES	16,140.00
CHAMPION COURIER	32.83
CHILDERS, MARK	401.00
CITY OF BELLEVUE	367,555.50
CITY OF CLYDE HILL	583.00
CITY OF KENMORE FS	1,841.47
CITY OF LAKE FOREST PARK	309,110.54
CITY OF RENTON	980.00
CITY OF SHORELINE	558.99
CLARITY SIGNS	338.36
CLYDE/WEST	1,215.87
COASTAL WEAR PRODUCTS INC	1,350.51
COASTWIDE LABORATORIES	4,644.97
CODE 4 PUBLIC SAFETY EDUCATION	198.00
CODE PUBLISHING COMPANY	547.50
COFFMAN, JON	183.00
COLUMBIA RIDGE LANDFILL	10,801.87

COMCAST	659.40
COMMERCIAL SOUND, INC.	1,444.26
CONSEJO COUNSELING & REF	1,250.00
CONSOLIDATED PRESS	3,729.67
CORNERSTONE ROOFING	98.50
COSTCO RETAIL SERVICES	27.62
COX PRINTING & SIGNS	399.68
CPSWQ	100.00
CROWN PRODUCTS	940.86
CSAT, LLC	1,600.00
CURRY, ROSS	183.00
DAILY JOURNAL OF COMMERCE	703.00
DANSOUND INC	657.00
DELL MARKETING L.P.	4,275.06
DEPARTMENT OF ECOLOGY	5,082.52
DEPARTMENT OF LABOR AND INDUSTRIES	14,602.85
DEPARTMENT OF RETIREMENT SYSTEMS	80,988.80
DIGITAL REPROGRAPHICS SERVICES INC.	1,086.05
DOWL HKM	8,180.00
DRS 457	17,814.76
DURRANT, JEFF	879.25
EARTHCORPS	15,204.18
EFFICIENCY INC	949.37
EMERGENCY FEEDING PROGRAM	1,875.00
EMERGENCY SERVICE COORDINATING AGCY	56,137.00
ESA ADOLFSON	9,049.02
EVANS, C. WILLIAM	5,247.00
EVERGREEN PRINT SOLUTIONS	372.41
EVERGREEN SAFETY COUNCIL	175.00
EVER-MARK, LLC	1,099.25
FAZZARI MARKETING	1,411.18
FEDEX OFFICE	26.61
FERGUSON ENTERPRISES INC	8,585.63
FIRE PROTECTION, INC	959.22
FRONTIER	5,173.39
FRUHLING SAND & TOPSOIL	988.28
FULL MAINTENANCE GARDENING	1,940.50
GEOENGINEERS INC	19,783.25
GIBBONS & RIELY, PLLC	750.00
GORDON DERR	4,266.00
GORDON THOMAS HONEYWELL	18,506.54
GOVERNMENT FINANCE OFFICERS ASSOC	190.00
GRAINGER	5,835.91
GREGORY, JOANNE	235.72
H.W. LOCHNER, INC.	114,120.29
HAMMOND COLLIER WADE LIVINGSTONE	1,050.00
HANSON CONSULTING SERVICES	1,269.00
HARRIS, LESLIE	367.01
HDR	42,908.74
HEARTLAND	8,731.96
HEATERMEALS	1,193.21

HERO HOUSE	386.25
HOME DEPOT	424.51
HONEY BUCKET	125.00
HOPELINK	17,342.75
ICMA RETIREMENT TRUST 457 - 304745	23,661.42
iCOMPASS TECHNOLOGIES, INC.	8,000.00
INDEPENDENT STATIONERS	2,228.19
INSLEE, BEST, DOEZIE & RYDER, P.S.	85,792.03
INSTITUTE FOR FAMILY DEVELOPMENT	3,938.00
INSTRUMENTATION NORTHWEST INC.	1,560.58
INTEGRA TELECOM	4,460.32
INTERNATIONAL CITY/CNTY MGMT ASSOC	2,154.43
INTERNATIONAL INST OF MUNI CLERKS	560.00
iWORQ SYSTEMS	4,800.00
J&K ASSOCIATES	10,789.04
J. MURPHEY CONSTRUCTION	42.67
JBS INSTRUMENTS	3,360.75
JET CITY PRINTING	454.41
JONES & STOKES	129.31
KCDA PURCHASING COOP	8,771.33
KELLY PRINTING & GRAPHICS	3,611.32
KENMORE ELEMENTARY PTA	1,666.67
KENMORE HERITAGE SOCIETY	25.00
KENYON DISEND, PLLC	13,166.87
KEY EQUIPMENT FINANCE	2,697.00
KING COUNTY	200.00
KING COUNTY W.L.R.D.	154,394.93
KING COUNTY ANIMAL SVCS	2,455.00
KING COUNTY DEPT OF CONST PROP SVCS	1,503.57
KING COUNTY FINANCE	474,078.50
KING COUNTY FIRE DISTRICT	850.00
KING COUNTY LIBRARY SYS	33,440.00
KING COUNTY PARKS	814.34
KING COUNTY PUBLIC DEFENSE	4,254.70
KING COUNTY RADIO COMM SERVICES	8,982.46
KING COUNTY RECORDER'S OFFICE	280.00
KING COUNTY SHERIFF	727,474.29
KONICA MINOLTA BUSINESS SOLUTIONS	4,216.34
KUKER-RANKEN INC	464.71
KUSTOM SIGNALS, INC.	263.09
LACHAPELLE, NATALIE	300.00
LIGHTHOUSE CONSULTING INC	9,522.94
LOEWEN, RON	76.00
LONGFELLOW, JONATHAN	420.00
LORBIECKI, GLENN	50.00
LYONS, KEN	6,687.40
MAACO	368.96
MAAS, NORMAN	2,520.00
MAIL FINANCE	1,517.10
MATRIX CONSULTING GROUP	11,166.00
MIDMOUNTAIN CONTRACTORS, INC	78,868.17

MILNE ELECTRIC, INC	24,187.00
MINZGHOR, NICHOLAS	1,411.92
MOBILE ELECTRICAL DISTRIBUTORS INC	12.13
MR. T'S TROPHIES	830.62
NAMI EASTSIDE	400.00
NATIONAL ALLIANCE ON MENTAL ILLNESS	1,081.50
NATIONAL ASSOC OF PARLIAMENTARIANS	85.00
NATIONAL BARRICADE CO	1,582.27
NATIONAL LEAGUE OF CITIES	3,849.00
NATIONAL LIFE OF VERMONT	2,192.09
NATIONWIDE FINANCIAL 401a	103,242.33
NATIONWIDE RETIREMENT SOLUTIONS 457	8,520.00
NEBC	195.00
NEXTEL COMMUNICATIONS	3,964.24
NORTHSHORE FIRE DEPT	5,922.60
NORTHSHORE PAVING INC	537.90
NORTHSHORE SENIOR CENTER	6,250.00
NORTHSHORE UTILITY DIST	48,547.54
NORTHSHORE YOUTH & FAMILY SERVICES	10,000.00
OAC SERVICES, INC	43,727.21
OFFICE DEPOT	842.99
OFFICE TEAM	9,669.21
OLYMPIC ENVIRONMENTAL RESOURCES	1,470.00
OM WORKSPACE	744.43
OSTROM DRUGS	557.40
OTAK	116,408.95
OUSLEY, NANCY	1,034.64
PACE ENGINEERS, INC.	3,057.50
PACIFIC NW TITLE CO OF WA, INC	1,095.00
PACIFIC TOPSOILS	5,823.74
PASSPORT TRAVEL AND TOURS	625.80
PAWS	3,625.00
PENDLETON CONSULTING LLC	6,529.46
PEOPLES STORAGE	1,020.00
PETTY CASH CUSTODIAN	730.70
PHOTOTAINMENT	876.00
PHSI PURE WATER FINANCE	603.78
PLATT	506.41
PRIME PACIFIC BANK	60.00
PRSA	277.00
PRUDENTIAL	373.13
PUGET SOUND CLEAN AIR AGENCY	10,989.00
PUGET SOUND ENERGY	567,199.13
PUGET SOUND FINANCE OFFICERS ASSOC	50.00
PUGET SOUND REFRIGERATION	2,207.52
PURE WATER TECH OF PUGET SOUND	136.88
QUALITY BUSINESS SYSTEMS	7,636.61
ROGERS, GLENN	2,465.87
RON KASPRISIN AIA	902.29
ROUNDY, CASSANDRA	50.00
S & S UPHOLSTERY	1,067.63

SAFRIN, PATTY	979.57
SARAH ROBERTS	45,600.00
SCHINDLER ELEVATOR CORPORATION	380.73
SCHLOTZHAUER FIRM PS	13,080.00
SEATTLE TIMES	2,665.22
SECRETARY OF STATE	55.00
SEES TREES AND EXCAVATION INC	1,007.40
SEMAIHM00 RESORT	520.56
SERVICE ELECTRIC	869.08
SHATTUCK, NANCY	4,000.00
SHRED-IT	297.00
SNOHOMISH COUNTY SHERIFF'S OFFICE	15,941.12
SOUND LAW CENTER	4,739.00
SOUND PUBLISHING, INC.	1,296.00
STAPLES ADVANTAGE	4,225.98
STAR NORTHWEST, INC	56,941.47
STEWART BEALL MACNICHOLS	15,300.00
STOUDER, FRED	1,288.01
SUBURBAN CITIES ASSOC	11,784.87
SUNBELT	69.59
SUSKIN, LYNN	626.10
SUSSMAN/PREJZA & CO, INC	38,248.24
TELESYSTEMS WEST	257.33
THE KIPLINGER TAX LETTER	89.00
THE PIN CENTER	920.00
TIGER CONSTRUCTION & EXCAVATION	5,950.00
TIMEMARK INCORPORATED	106.76
TITAN OUTDOOR, LLC	862.00
TOTAL LANDSCAPE CORP	39,345.06
TOWN & COUNTRY FENCE, INC	427.05
TOWNE CENTRE HARDWARE	311.67
TRAFFIC COUNT CONSULTANTS, INC	2,850.00
TRAN, SHAUN & DINH LIEU	415.80
T-TRAN LANDSCAPING & CONCRETE	8,760.00
ULI/SEATTLE DISTRICT CNCL	45.00
UNITED STATES POSTMASTER	1,336.35
UNITED WAY OF KING COUNTY	713.00
UNIVERSAL FIELD SERVICES	6,989.55
UNIVERSITY OF WASHINGTON	645.00
URBAN LAND INSTITUTE	225.00
US POSTAL SERVICE (HASLER)	4,450.82
VAN NESS, ALLAN	1,476.80
VAUGHAN, KENT	76.00
WA CITIES INSURANCE AUTHORITY	124,502.00
WA FINANCE OFFICERS ASSOCIATION	100.00
WA GUARANTEED EDUCATION TUITION	2,490.00
WA RECREATION & PARK ASSOCIATION	129.00
WA STATE DEPARTMENT OF AGRICULTURE	33.00
WA STATE DEPT OF LABOR & INDUSTRIES	120.20
WA STATE DEPT OF TRANSPORTATION	3,841.16
WA STATE PARKS & RECREATION	2,700.00

WARDS NATURAL SCIENCE	1,237.95
WASHINGTON CITY/COUNTY MGMT ASSOC	160.00
WASHINGTON ENERGY SERVICES	120.70
WASHINGTON MILITARY DEPARTMENT	5,009.34
WASHINGTON MUNICIPAL CLERKS ASSOC	75.00
WASHINGTON STATE DEPT OF INFO SERV	1,260.00
WASHINGTON STATE DEPT OF REVENUE	5,003.62
WASHINGTON STATE OFFICE CASH MGMT	517.50
WEINSTEIN AU	22,005.11
WELLS FARGO FINANCIAL	803.43
WONDERLAND DEVELOPMENT	8,540.00
YAKIMA COUNTY DEPT OF CORRECTIONS	59,400.05
ZONAR SYSTEMS	525.33
	<u>\$ 5,169,425.42</u>

CITY OF KENMORE, WASHINGTON			
AGENDA BILL SUMMARY			
AGENDA TITLE			MEETING DATE
Accept January 2011 Financial Reports for the City of Kenmore, Washington			May 23, 2011
DEPARTMENT	DIRECTOR	CONTACT PERSON	PHONE
Finance	Joanne Gregory	Joanne Gregory	425-398-8900
COST OF PROPOSAL: N/A		ACCOUNT NUMBER: Various	
AMOUNT BUDGETED: 2011-2012 Adopted City Budget \$37,128,075		NAME AND FUND #: All Funds	
ATTACHMENT(S) TO AGENDA PACKET ITEM: The January 2011 Financial Reports for the City of Kenmore, Washington will be distributed prior to the City Council meeting, on or before May 17, 2011.			
SUMMARY STATEMENT:			
CONSISTENT WITH OR COMPARISON TO PAST COUNCIL POLICIES, ORDINANCES, DIRECTION: Kenmore Budget Policy 9a: A revenue/expenditure report will be produced monthly so that it can be directly compared to the actual results of the fiscal year to date. Kenmore Budget Policy 9b: All budget amendments, both revenues and expenditures, will be noted in the monthly report.			
RECOMMENDED CITY COUNCIL ACTION/SUGGESTED MOTION: Accept January 2011 Financial Report for the City of Kenmore, Washington			
REVIEWED BY FINANCE DIRECTOR: JMG 		REVIEWED BY CITY ATTORNEY:	APPROVED BY CITY MANAGER: 
TODAY'S DATE: May 12, 2011	REVISION DATE(S):		FILE NAME & PATH (HYPERLINK)

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CITY OF KENMORE, WASHINGTON			
AGENDA BILL SUMMARY			
AGENDA TITLE			MEETING DATE
Direct City Staff to Schedule a Public Hearing on July 25, 2011 to Consider Adoption of Proposed Revisions to Kenmore Municipal Code (KMC) Title 12, Streets and Bridges			May 23, 2011
DEPARTMENT	DIRECTOR	MEETING ATTENDEES	PHONE
Engineering	Ron Loewen	Ron Loewen, Staff Kent Vaughan, Staff	(425) 398-8900
COST OF PROPOSAL: <u>Staff Cost:</u> Preparing agenda bill 2 hours Preparing code revisions 50 hours City Attorney Review 4 hours		ACCOUNT NUMBER: 01 32 5001 Regular Salary & Wages	
AMOUNT BUDGETED: Budget: \$0		NAME AND FUND #: General Fund	
ATTACHMENT(S) TO AGENDA PACKET ITEM: • Draft KMC Title 12 Streets and Bridges Revisions, with track changes • Draft KMC Title 12 Streets and Bridges Revisions, clean version			
SUMMARY STATEMENT: In 2011, City Staff assumed responsibility for processing and issuing right of way franchise utility permits under Kenmore Municipal Code (KMC) 12.55. These permits were previously reviewed and issued by King County on the City's behalf as part of the City of Kenmore-King County service agreement. City staff has taken initiation of these services to update the existing right-of-way use and right-of-way utility permit sections of the code to improve the City's implementation of these services in the future. Additionally as these two chapters were reviewed City Staff found other portions of Title 12 that needed update. A future update will include revisions to Chapter 12.50 Street Standards. A draft copy of the proposed KMC Title 12 code revisions (with track changes and clean version) is included in the agenda packet. The majority of changes are minor for example changing all references to "director" to "city manager" or citations that applied to Counties but not Cities were removed. Some of the more significant changes are: • A definition section originally part of Chapter 12.35 has been moved to the General Provisions chapter to apply to the entire Title. • Section 12.10.060 was deleted as it did not apply to the City of Kenmore. • Chapter 12.35 provided for two permits based on the permit time period. The Chapter has been revised to distinguish between three kinds of permits. ○ Limited – the disturbance to the right of way is short term for either an event or to make an improvement. ○ Access – allows the use of unopened right of way as access to a parcel. ○ Encroachment – allows the use of right of way that will likely not be improved in the foreseeable future for retaining walls and other structures.			

• Chapter 12.35 clearly identified that an application and permit fee applied to these permits. • The remainder of Chapter 12.35 was reorganized to clearly identify requirements that applied to each permit. • Section 12.55.040, utility construction permit application fees, has been revised to reflect current state law, RCW 35.21.860. Previously fees were based on the amount of work proposed in the right of way. State law limits fee collection to only the costs of issuing the permit. The cost of inspecting the work is covered by Section 12.55.050 and remains unchanged.		
CONSISTENT WITH OR COMPARISON TO PAST COUNCIL POLICIES, ORDINANCES, DIRECTION: Consistent with: 2011 -12 Biennial Budget Finish General Review of Remaining City Contracts		
RECOMMENDED CITY COUNCIL ACTION/SUGGESTED MOTION: Direct City Staff to schedule a public hearing on July 25 th , 2011 to consider adoption of proposed revisions to Kenmore Municipal Code Title 12 Street and Bridges.		
REVIEWED BY FINANCE DIRECTOR:	REVIEWED BY CITY ATTORNEY:	APPROVED BY CITY MANAGER: 
TODAY'S DATE: May 9, 2011	REVISION DATE(S):	FILE NAME & PATH (HYPERLINK): S:\0162 KMC 12.35 and 12.55 Ordinance Update\2010-12-17-Rights-of-way and Utilities on City Rights-of-way Code Revisions-Agenda Bill.doc

Draft KMC Title 12 Streets and Bridges Revisions

With Track Changes

Title 12
STREETS AND BRIDGES

Chapters:

- 12.05 General Provisions**
- 12.10 Official Street System**
- 12.15 Load Restrictions on Streets**
- 12.20 Load Limits on Bridges**
- 12.25 *Repealed***
- 12.30 *Repealed***
- 12.35 Rights-of-Way**
- 12.40 Permit System for City Property**
- 12.45 *Reserved***
- 12.50 Street Standards**
- 12.55 Utilities on City Rights-of-Way**
- 12.58 Wireless Minor Communication Facilities within City Rights-of-Way**
- 12.60 Public and Private Utilities on Real Property**
- 12.65 Snow Emergency Routes**
- 12.70 Sidewalks, Planting Strips and Street Trees**
- 12.75 Integrated Transportation Program**
- 12.80 Intersection Standards**
- 12.85 State Route 522 Access Management Program**

Chapter 12.05

GENERAL PROVISIONS

Sections:

~~12.05.010 Relationship to comprehensive plan and Growth Management Act.~~

12.05.020 Financial guarantees authorized.

12.05.030 Definitions.

12.05.010

~~Relationship to comprehensive plan and Growth Management Act.~~

~~This title is hereby amended in accordance with Chapter 36.70A RCW to adopt development regulations to implement the city of Kenmore comprehensive plan [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.02.010).]~~

12.05.020

Financial guarantees authorized.

The ~~public works department and~~ department ~~of land development and permitting of community development (or its successor organization)~~ is authorized to require all applicants issued permits or approvals under the provisions of the title to post financial guarantees consistent with the provisions of KMC Title 21. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.02.020).]

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12.05.030

Definitions.

~~A. A "Applicant" means a property owner or a public agency or public or private utility which owns a right-of-way or other easement or has been adjudicated the right to such an easement pursuant to RCW 8.12.090, or any person or entity designated or named in writing by the property~~

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~~or easement owner to be the applicant, in an application for a development proposal, permit or approval.~~

~~B. "Department" means the city department or outside agency assigned by the city manager to administer a portion of the city code.~~
~~Department of Land Development and Permitting~~
~~department of community development.~~

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~~C. "Development" means any activity that requires a permit or approval, including, but not limited to, a building permit, grading permit, shoreline substantial development permit, conditional use permit, special use permit, zoning variance or reclassification, subdivision, short subdivision, urban planned development, binding site plan, site development permit or right-of-way use permit.~~

~~C. "Development approval" means the granting of a building permit, mobile home on-site permit, short subdivision or other city land use approval or approvals.~~

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~~D. "City manager" means the City of Kenmore City Manager or his or her designee(s), other directors, or any duly authorized representatives of such directors. "Development engineer" means the city of Kenmore employee authorized to oversee the review, conditioning, inspection and acceptance of right of way use permits, street and drainage projects constructed pursuant to permits administered by the city. The development engineer or designee shall be a professional civil engineer registered and licensed under the laws of the state of Washington.~~

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~~E. "Right of Way Use Permit":~~

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~~"Right of way use permit" means a right of way user permit limited, extended or encroachment.~~

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~~1.E. F. "Right-of-way use permit, limited" means a permit authorizing the use or improvement of the city right-of-way for a designated purpose typically and for a period of time limited to one year or less.~~

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~~2.FG. "Right-of-way use permit, extended access" means a permit authorizing the use of the unopened city right-of-way for a designated purpose a subdivision or property access and typically~~

for a period of time exceeding one year in duration. ~~[Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.28.010).]~~

GH. "Right-of-way use permit, encroachment" means a permit authorizing the use of the city right-of-way for a ~~designated purpose~~ encroachment, and typically for a period of time exceeding one year in duration.

HI. "Encroachment" means any structures permanent in nature, including but not limited to, building extension, marquee, fence, stairway, railing, retaining wall, artwork, or any other building or structure ~~constructed, erected or maintained in, over or under any public place, right-of-way, easement, roadway, parking strip and/or sidewalk, including the airspace above them.~~ [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.28.010).]

I. "City property" means all city real property, including but not limited to recreational trails, parks and dedicated open space.

J. "Special use permits" means a permit for the use of city property issued pursuant to this title.

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Chapter 12.10

OFFICIAL STREET SYSTEM

Sections:

- 12.10.010 Official street system.
- 12.10.020 Maps are exhibits.
- 12.10.030 Streets included.
- 12.10.040 Revision of street exhibits.
- 12.10.050 Additions and deletions made by ordinance.
- 12.10.060 Streets constructed by Highway Department included.
- 12.10.070 Inclusion of streets which have reverted to city.
- 12.10.080 Inaccuracies corrected.

12.10.010

Official street system.

~~To provide for the administration, maintenance, dedication of rights of way and improvement of the city's streets, the city needs to identify the The city manager or his or her designee has been advised by the director of public works that the need exists for an~~ official city of Kenmore street system. This system will ~~be shown on show, by~~ maps and/or exhibits ~~which will also show,~~ the streets for which the city of Kenmore has maintenance responsibility. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.04.010).]

12.10.020

Maps are exhibits.

The aforementioned maps will also be known as exhibits to be indicated by the sheet designation. Computer sheets contained in a loose-leaf binder shall be used as reference exhibits in conjunction

with the map exhibits. These computer sheets must be revised periodically to correspond with revisions made on the map exhibits. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.04.030).]

12.10.030

Streets included.

Only those streets ~~which are exclusive of state roads and exclusive of streets~~ within the city of Kenmore shall be considered part of the city of Kenmore street system. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.04.040).]

12.10.040

Revision of street exhibits.

It shall be the responsibility of the ~~city manager or his or her designee director of public works, or his appointed representative to~~ maintain and revise the city of Kenmore street exhibits upon direction by the City Council. Revisions shall be made as soon as practicable after any change occurs. ~~The city manager director of public works shall furnish annually a completely revised and current set of exhibits which shall be used for a period of one year as official designator of city of Kenmore streets.~~ [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.04.050).]

12.10.050

Additions and deletions made by ordinance.

Authority for additions to, deletions from, or characteristic changes in the streets on the exhibit sheets shall be by ordinance ~~or by statute as set forth in the Revised Code of Washington~~. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.04.060).]

12.10.060

~~Streets constructed by Highway Department included.~~

~~All streets constructed by the Washington State Department of Highways in conjunction with, and/or adjacent to, an Interstate Highway, State Primary or State Limited Access Highway and used as access, exit, frontage road or service road and covered by a maintenance agreement between the Washington State Department of Highways and the city of Kenmore shall be considered a part of the city of Kenmore street system whether or not the state has relinquished any or all claim. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.04.070).]~~

12.10.070

Inclusion of streets which have reverted to city.

The city of Kenmore street system shall include all streets which reverted to King County prior to incorporation ~~have reverted to the city of Kenmore~~ by virtue of prescriptive rights as set forth in RCW 36.75.070 and 36.75.080. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.04.080).]

12.10.080

Inaccuracies corrected.

If any inaccuracies appear on the exhibits in conflict with records on file, the inaccuracies shall be corrected on the exhibits and in no case shall affect the provisions of this chapter or the status of the exhibits as official designators of the official city of Kenmore street system. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.04.100).]

Chapter 12.15

LOAD RESTRICTIONS ON STREETS

Sections:

12.15.010 Street closure policy.

12.15.020 Winter and emergency load restrictions.

12.15.010

Street closure policy.

The following policy is approved and adopted, and henceforth all street closure and load limit restrictions will be disseminated in accordance with this policy insofar as it is possible to do so:

A. A list of streets which will remain open and available for school bus use during thawing conditions will be supplied to each and every school district operating on city streets within the city of Kenmore. ~~This will be accomplished during the month of September of each school year.~~

B. In the event street closures are required, the school district will be notified prior to 1:00 p.m. of the day preceding the street closures on school bus routes, to be effective the following day. If the morning pickup of children is accomplished, the school district will be permitted to use these routes for the returning of the children to their normal bus stops.

C. School buses will be permitted to turn around at the intersection of a school bus route which is closed, and the open route with the minimum maneuvering possible on the closed street in the intersection area.

D. The city will establish the necessary communications with the school districts to provide the proper notification. The city ~~engineer-manager~~ will initiate street closures and unless specified otherwise, closures shall be city-wide. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.12.010).]

12.15.020

Winter and emergency load restrictions.

The following emergency restrictions shall be in effect on city streets during such periods of freezing and thawing conditions as determined by the ~~street engineer~~ city manager:

REGULAR WINTER LOAD RESTRICTIONS

Conventional		Tubeless or Special with 0.5 Marking	
Tire Size	Gross Load Each Tire	Tire Size	Gross Load Each Tire
7.00	1,800 lbs.	8- 22.5	2,250 lbs.
7.50	2,250 lbs.	9- 22.5	2,800 lbs.
8.25	2,800 lbs.	10- 22.5	3,400 lbs.
9.00	3,400 lbs.	11- 22.5	4,000 lbs.
10.0 0	4,000 lbs.	11- 24.5	4,000 lbs.
11.0 0	4,500 lbs.	12- 22.5	4,500 lbs.
12.0 or over 0	4,500 lbs.	12- or over 24.5	4,500 lbs.

EMERGENCY LOAD RESTRICTIONS

Conventional Tires		Tubeless or Special with 0.5 Marking	
Tire Size	Gross Load Each Tire	Tire Size	Gross Load Each Tire
7.00	1,800 lbs.	8- 22.5	1,800 lbs.
7.50	1,800 lbs.	9- 22.5	1,900 lbs.
8.25	1,900 lbs.	10- 22.5	2,250 lbs.
9.00	2,250 lbs.	11- 22.5	2,750 lbs.
10.0 0	2,750 lbs.	11- 24.5	2,750 lbs.
11.0 or over 0	3,000 lbs.	12- or over 22.5	3,000 lbs.

A further load restriction of five tons gross on any vehicle may be placed on streets under severe conditions. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.12.020).]

Chapter 12.20

LOAD LIMITS ON BRIDGES

Sections:

12.20.010 Gross weight allowed and notification.

12.20.020 Limited special permits.

12.20.030 Maximum gross vehicle weight.

12.20.040 Enforcement and penalty.

12.20.050 Severability.

12.20.010

Gross weight allowed and notification.

A. It is unlawful for any person to operate a vehicle over any city of Kenmore bridge when such vehicle has a gross weight that is greater than the posted maximum weight for that bridge, unless the driver is in possession of a limited special permit issued by the city manager

~~city street engineer or designee for the safe use of such bridge.~~

B. Notice of closing of individual bridges to certain classes or weights of vehicles shall be:

1. Published in a local newspaper of general circulation; and

2. Posted on signs at each end of subject bridge, on or prior to the date of publication. All signs shall be erected and maintained in accordance with RCW ~~36.86.040~~, 46.61.450 and 47.36.030.

C. Maximum gross weights for vehicles operating over city of Kenmore bridges shall be established by ordinance in accordance with RCW ~~36.75.270~~ and 46.44.080.

D. The city ~~manager street engineer~~ shall have the authority by administrative determination to immediately impose temporary gross weight limits on bridges based on the results of an engineering and traffic investigation. The ~~city manager traffic engineer~~ shall have the authority to immediately erect and maintain official traffic control devices for temporary gross weight limits on bridges as

~~directed by the city street engineer and~~ in accordance with Chapter 46.90 RCW, WAC 308-330-265 and Chapter 10.05 KMC. The temporary gross weight limits on bridges shall be in effect for not longer than one year from the date of posting or until the weight limits are established by ordinance. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.16.010).]

12.20.020

Limited special permits.

The city ~~manager street engineer or designee~~ is authorized to issue limited special permits for the safe use of load limited bridges by emergency vehicles and other vehicles exceeding the posted maximum weight. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.16.015).]

12.20.030

Maximum gross vehicle weight.

Those city bridges that are posted ~~one legal load~~ are done so pursuant to definitions and standards for maximum gross vehicle weight contained in Chapter 46.44 RCW, particularly the vehicle weight table of RCW 46.44.041. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.16.020).]

12.20.040

Enforcement and penalty.

~~A. The director of the department of public works and the chief of the police department are authorized to enforce the provisions of this chapter and any rules and regulations promulgated thereunder.~~

~~A.B.~~ Any violation of this chapter is a traffic infraction and subject to a penalty of \$250.00. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.16.170).]

12.20.050

Severability.

Should any section, subsection, paragraph, sentence, clause or phrase of this chapter be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this chapter. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.16.180).]

Chapter 12.25

STANDARD SPECIFICATIONS FOR STREET AND BRIDGE CONSTRUCTION

(Repealed by Ord. 05-0231)

Chapter 12.30

STREET CONSTRUCTION RULES ADOPTED

(Repealed by Ord. 05-0231)

Chapter 12.35

RIGHTS-OF-WAY

Sections:

~~12.35.010 Definitions.~~

~~12.35.015 Fee exemptions Beautification permit.~~

12.35.020 Permit required for improvement or use – Application processing.

~~12.35.025 Time limitation of application.~~

12.35.030 Permit – Additional requirements.

~~12.35.035 Permit – Application Fees.~~

~~12.35.037 Permit – Fees.~~

12.35.040 Permit – Limited.

12.35.050 Permit – ~~Extended Access.~~

~~12.35.055 Permit – Encroachment.~~

12.35.060 Permit – Interpretation.

~~12.35.070 Compliance required of driveway connections or other access to city street rights-of-way.~~

~~12.35.065 5 – Application.~~

~~12.35.070 – Obligation.~~

~~12.35.075 – Conformance.~~

~~12.35.076 – Covenant.~~

12.35.080 Enforcement.

12.35.090 Retroactivity.

~~12.35.100 Effective date.~~

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12.35.010

Definitions:

~~A. "Applicant" means a property owner or a public agency or public or private utility which owns a right of way or other easement or has been adjudicated the right to such an easement pursuant to RCW 8.12.090, or any person or entity designated or named in writing by the property or easement owner to be the applicant, in an application for a development proposal, permit or approval.~~

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~~B. "Department" means the Department of Land Development and Permitting department of community development.~~

~~C. "Development" means any activity that requires a permit or approval, including, but not limited to, a building permit, grading permit, shoreline substantial development permit, conditional use permit, special use permit, zoning variance or reclassification, subdivision, short subdivision, urban planned development, binding site plan, site development permit or right of way use permit.~~

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~~C. "Development approval" means the granting of a building permit, mobile home on-site permit, short subdivision or other city land use approval or approvals.~~

~~D. "City manager" means the Kenmore city manager or his or her designee, other directors, or any duly authorized representatives of such directors. "Development engineer" means the city of Kenmore employee authorized to oversee the review, conditioning, inspection and acceptance of right of way use permits, street and drainage projects constructed pursuant to permits administered by the city. The development engineer or designee shall be a professional civil engineer registered and licensed under the laws of the state of Washington.~~

~~E. "Right of Way Use Permit":~~

~~"Right of way use permit" means a right of way user permit limited, extended or encroachment.~~

~~1.F. "Right of way use permit, limited" means a permit authorizing the use of the city right of way for a designated purpose and for a period of time limited to one year or less.~~

~~2.G. "Right of way use permit, extended" means a permit authorizing the use of the city right of way for a designated purpose a subdivision or property access and for a period of time exceeding one year in duration. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.28.010).]~~

~~H. "Right of way use permit, encroachment" means a permit authorizing the use of the city right of way for a designated purpose and for a period of time exceeding one year in duration.~~

~~I. "Encroachment" means any structures permanent in nature, including but not limited to, building extension, marquee, fence, stairway, railing, retaining wall, artwork, or any other building or structure constructed, erected or maintained in, over or under any public place, right of way, easement, roadway, parking strip and/or sidewalk, including the airspace above them, [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.28.010).]~~

12.35.015

Fee exemptions—Beautification permit.

The purpose of this section is to foster the public benefit by encouraging citizens to beautify publicly owned rights of way, without compromising the public's safety. For purposes of maintaining a record of all beautification projects, a beautification permit shall be required prior to commencement of a beautification activity. A beautification permit shall be issued without charge for projects that satisfy the following criteria:

A. The project involves the planting of flowers or other vegetation that do not hinder the safe use of the right of way by drivers or others within 10 feet of the fog line or the edge of the pavement, if there is no fog line;

B. The project involves planting adjacent to the applicant's residence; and

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~~C. No shrubs or trees or other structures may be installed planted within 10 feet of the fog line or edge of pavement.~~

~~The city manager engineer may administratively modify these provisions in writing based on his review of a beautification permit application, if the proposal satisfies (1) any applicable legal requirements, and (2) public safety standards, based on the exercise of reasonable engineering judgment. [Ord. 04-0206 § 1.]~~

12.35.020

Permit required for improvement or use – Application processing.

A. Permits Required. City street right-of-way shall not be privately improved or used for access or other purposes and no development approval shall be issued which requires use of privately maintained city right-of-way unless a permit therefor has been issued pursuant to this chapter, except for utility construction work authorized pursuant to Chapter 12.55 KMC. ~~This section shall not apply to driveway connections from private property to city street right-of-way.~~

B. General Procedures.

1. Upon receipt of an application for right-of-way use permit, limited ~~to~~ ~~or extended access or~~ ~~encroachment~~ the city ~~manager shall forward copies of the application to the division of real property, which~~ shall determine whether the proposed activity is within city-owned right-of-way.

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2. The city shall be the lead agency for the compliance with the State Environmental Policy Act. ~~In addition, the city manager development engineer shall review applications for compliance with applicable city plans, policies, regulations and standards. Prior to issuing a right-of-way use permit, the city manager may shall~~ determine and secure an appropriate financial guarantee consistent with the provisions of KMC Title 21.

3. The city ~~manager shall~~, when feasible, consolidate right-of-way use permits with other development approvals to prevent duplication and increase efficiency. The fee for a consolidated

approval shall be reduced to the extent separate fees would be duplicative. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.28.020).]

12.35.025

Time limitation of application.

A. Applications for which no permit is issued within 18 months following the date of application shall expire by limitation and plans and other data submitted for review may thereafter be returned to the applicant or destroyed in accordance with state law.

B. Applications may be canceled for inactivity, if an applicant fails to respond to the department's written request for revisions, corrections, actions or additional information within 90 days of the date of request. The city manager may extend the response period beyond 90 days if within the original 90 day time period the applicant provides and subsequently adheres to an approved schedule with specific target dates for submitting the full revisions, corrections or other information needed by the department.

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12.35.030

Permit – Additional requirements.

A. Plans. Detailed engineering and restoration plans and/or drainage plan pursuant to Chapter 13.35 KMC may be required when considered necessary by the city manager/development engineer. Costs for the development of such plan and conduct of required studies shall be borne by the permit applicant and, if the plan is returned, it shall be returned to the applicant.

B. Survey. When considered necessary by the city manager/development engineer to adequately define the limits of right-of-way, the permit applicant shall

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cause the right-of-way to be surveyed by a licensed land surveyor. Such survey shall be recorded in accordance with the Survey Recording Act.

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C. Dedication. An ~~permit~~ applicant may be required to deed additional right-of-way across property under his ~~ownership authority~~ when necessary to fulfill the minimum street right-of-way width prescribed in RCW 36.86.010.

D. Illegal Subdivision. A permit shall not be issued to provide access to a lot or parcel created in violation of state and city subdivision regulations. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.28.030).]

12.35.035

Application – Fees.

~~Each application requires a fee, imposed by City Council by resolution, payable to the City of Kenmore for the administrative costs and expanses of processing the application.~~

~~To foster the public benefit by encouraging citizens to beautify publicly owned rights of way, without compromising the public's safety. For purposes of maintaining a record of all beautification projects, a beautification permit shall be required prior to commencement of a beautification activity. A beautification permit shall be issued without charge for projects that satisfy the following criteria:~~

~~A. The project involves the planting of flowers or other vegetation that does not hinder the safe use of the right-of-way by drivers or others within 10 feet of the fog line or the edge of the pavement, if there is no fog line;~~

~~B. The project involves planting adjacent to the applicant's residence; and~~

~~C. No shrubs or trees are installed within 3 feet of a curb line or where no curb exists, within 10 feet of the fog line or edge of pavement.~~

12.35.037

Permit – Fees.

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A. ~~The permittee shall pay a fee at a rate imposed by the City Council by Resolution per hour for inspection.~~

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B. ~~The permittee shall also pay a fee for use of the right of way based on a policy approved by the City Council by Resolution.~~

C. ~~The fees shall be collected in accordance with administrative procedures developed by the department.~~
~~[Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 02-0139 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.045).]~~

12.35.040

Permit – Limited.

A. Upon filing of a complete application, payment of the fee, and posting of the ~~required~~ financial guarantee for construction, maintenance, and restoration of the right-of-way consistent with the provisions of KMC Title 21, the city ~~manager~~ may issue a permit authorizing the limited use of city street right-of-way, for use by designated private parties for a specific use ~~which is less than one year in duration.~~

B. The permit may require construction and restoration of the right-of-way to adopted standards based on the nature and duration of the specific use, and subject to ~~division~~ inspection. In addition, conditions may be set to assure the compliance with city plans, policies, standards and regulations. Such conditions may require performance in excess of adopted street standards.

C. The ~~permit~~ applicant shall assume sole responsibility for the safe and adequate operation and maintenance of any improvements to the city right-of-way during the period of time the permit is in effect.

D. The ~~permit~~ applicant may apply for ~~an a one one year~~ extension to the right-of-way use permit ~~– lim~~ ited, upon written application for an extension, payment of the fees, and being found to be in compliance ~~have fully complied~~ with the conditions and requirements of the original permit. ~~The application for extension may only be made after the first six months of the original permit life.~~

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E. Types of Right-of-Way Permits, Limited

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1. Type A. Activity which will alter the surface or subsurface of the right-of-way. Examples are:

- a. ~~Paving operations~~Culvert installation;
- b. ~~Driveway installations;~~
- c. ~~Sidewalk installations;~~Paving operations in right-of-way;
- d. ~~Open-cut trenching;~~
- e. ~~Above ground pedestal or utility box installations;~~
- f. ~~Culvert installation;~~
- g. ~~Shoulder improvements;~~
- h. ~~Beautification.~~

2. Type B. Temporary use of the right-of-way (24 hours or less) which does not change the right-of-way surface or subsurface. Examples are:

- a. Temporary storage of a dumpster/storage container;
- b. Block party;
- c. Temporary parking.

3. Type C. Temporary use of the right-of-way (more than 24 hours) which does not change the surface or subsurface. Also activities that will require traffic plan and traffic plan review. Examples are:

- a. Street closures (fair or carnival);
- b. Commercial activities in the right-of-way;
- c. Extended storage in right-of-way. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 00-0088 (Exh.

B); Ord. 98-0024 §§ 1, 2 (KCC 14.28.050).]

12.35.050

Permit – ~~Access-Extended.~~

A. Upon filing of a complete application and payment of fee, the city manager may issue a permit authorizing the use of ~~the unopened~~ city right-of-way ~~for a subdivision as a private street or property access for a designated use and~~ for a period exceeding one year in duration.

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B. The applicant may be required to construct ~~street improvements a street to the specific standards which may include full compliance with~~ adopted city of Kenmore street standards, and may be required to post financial guarantees consistent with the provisions of KMC Title 21 for construction, restoration and maintenance. Construction work and all restoration work required by the permit shall be completed within one year of the permit's issuance. In addition, the city manager may set conditions to assure compliance of the permit with other adopted plans, city policies, and regulations.

C. The ~~city manager department of public works~~ shall place and maintain permanent sign(s) denoting the end of the city-maintained street.

D. The applicant shall have sole responsibility for the safe construction, operation and maintenance of any improvements to the city right-of-way pursuant to the permit, until such time as the improvements are officially accepted for maintenance by the city of Kenmore.

~~E. Unless earlier revoked by the city manager, any such access extended right of way use permit issued shall be valid for a term of one year and shall be automatically renewable for successive one-year terms.~~

~~E. The permit applicant may be required to record a covenant running with the land and for the benefit of the city of Kenmore, which contains:~~

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~~1. A legal description of the lot or parcel to be served by the right-of-way use permits, limited or extended;~~

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2. A statement indicating that access to such parcel is across an unmaintained city right-of-way, that the city is not responsible for maintenance of the right-of-way and that responsibility for maintenance of the street rests jointly and equitably upon all permit holders;
3. A statement that the owner(s) of the parcel will not oppose participation in a city street improvement district, if formation of such a district is deemed necessary by the city of Kenmore;
4. A prohibition against subdividing such parcel without obtaining either plat or short plat approval therefor, or if exempt from platting, a right-of-way use permit for the additional lots being created;
5. A statement that the right-of-way use permit covenant is binding on the successors and assigns of the owner(s); and
6. The acknowledged signature(s) of the owner(s) of such parcel.

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12.35.055Permit – Encroachment.

~~FA. Authorized.~~ Upon filing of a complete application and payment of fee, the city manager may issue a permit authorizing the use of the city right-of-way for ~~a designated purpose~~ an encroachment for a period exceeding one year in duration.

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- B. ~~An encroachment right-of-way use~~ permit may be issued to authorize private construction in public rights-of-way ~~that are characterized by steep slopes, significant wetlands, other critical areas, or any other topographical characteristic which makes when it is~~ unlikely in the judgment of the city manager that such public right-of-way will be substantially improved by the city or other public agency within the foreseeable future.

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In exercising such judgment, the city manager may consider existing traffic data in and around the site of the permit application, the city's adopted transportation improvement plan, and any other studies, data, or other information that he deems relevant to his determination.

- C. ~~The applicant shall have sole responsibility for the safe construction, operation and maintenance of any improvements within the city right-of-way pursuant to the permit.~~

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D. Unless earlier revoked by the city manager, any such encroachment permit issued shall be valid for a term of one year and shall be automatically renewable for successive one-year terms.

12.35.060

Permit – Interpretation.

Permits issued pursuant to Section 12.35 shall not be construed to convey any vested right or ownership interest in any city right-of-way. Every right-of-way use permit shall state on its face that any city right-of-way opened pursuant to this chapter shall be open to use by the general public except in those cases where specific conditions in a right-of-way use permit, limited, restrict the use of the right-of-way for safety reasons. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.28.070).]

12.35.06535.025

Permit Application.

An applicant for a ~~right of way use n-encroachment right-of-way-use~~ permit issued pursuant to Section 12.35~~this chapter~~ shall complete an application in a form prescribed by the city ~~manager~~. The city ~~manager~~ may reject incomplete application forms. Such application form shall require an applicant to identify the right-of-way to be used, the nature of the related development on the adjacent private property, and such other information as the city ~~manager~~ reasonably determines to be necessary, in relation to the specific project proposed. Such other information may include geotechnical studies, proof of liability insurance, performance bonding, and other measures designed to protect the public health, safety, and welfare.

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~~Unless earlier revoked by the city manager, any such encroachment right-of-way permit issued shall be valid for a term of one year and shall be automatically renewable for successive one year terms upon the payment of an annual fee.~~

12.35.070

Obligation.

~~Chapter Section 12.35~~~~This chapter~~ authorizes the city ~~manager~~ to engage in discretionary acts and does not create any obligation on the part of the city to issue any such ~~right of way~~ ~~encroachment~~~~right-of-way~~ permits nor does it create any right on the part of an applicant to initially obtain or subsequently retain any such ~~right of way~~ ~~encroachment~~~~right-of-way~~ permit. Any such permit actually issued shall be revocable at any time after 90 days' written notice from the city ~~manager~~ to the permit holder. The city ~~manager~~'s revocation notice shall include a date by which the private use of the right-of-way must be discontinued and removed, all at the sole expense of the permit holder. Any private use of the right-of-way remaining after such date shall constitute a public nuisance and shall be abated as such. The cost of abatement, including the city's attorney fees, shall be borne by the permit holder. There shall be no administrative ~~nor~~ judicial appeal from any such decision by the city ~~manager~~ to revoke any such permit.

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~~12.35.075B.~~

~~-Conformance.~~

Any requirement imposed by ~~Chapter Section 12.35~~~~this chapter~~ shall be in addition to any other requirement imposed by any other ordinance or other law regulating or controlling the use and development of private or public property. Such additional requirements include but are not limited to any necessary setback variances. A permit issued pursuant to ~~this Chapter Section 12.35~~~~chapter~~ may not authorize any use or development otherwise not allowed or permitted under any other ordinance. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 00-0085 §§ 1, 3; Ord. 98-0024 §§ 1, 2 (KCC 14.28.060).]

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12.35.076

Covenant.

The applicant for a right of way use permit limited, access ~~extended~~ or encroachment may be required to record a covenant running with the land and for the benefit of the city of Kenmore, which contains:

1. A legal description of the lot or parcel to benefit from the right-of-way use permit;
2. If the permit is for access, a statement indicating the following:~~A statement indicating if the permit is for access that access to such~~
 - a. Access to such parcel is across an unmaintained city right-of-way, that the city is not responsible for maintenance of the right-of-way and that responsibility for maintenance of the street rests jointly and equitably upon all permit holders;
 - b3. A statement that the owner(s) of the parcel will not oppose participation in a city street improvement district, if formation of such a district is deemed necessary by the city of Kenmore;
 - c4. A prohibition against subdividing such parcel without obtaining either plat or short plat approval, ~~or if exempt from platting, a right-of-way use permit for the additional lots being created;~~
3. If the permit is for an encroachment, a statement indicating the following:
 - a. Maintenance of the encroachment is the responsibility of the property owner; and
 - b. Acknowledgement that the encroachment must be removed by the property owner within 90 days at the request of the city manager.
45. A statement that any~~the~~ right-of-way use permit covenant is binding on the successors and assigns of the owner(s); and
56. The acknowledged signature(s) of the owner(s) of such parcel.
67. The right of way use permit may be revocable with 90 days written notice.

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12.35.070

~~Compliance required of driveway connections or other access to city street rights-of-way.~~

~~No driveway connection or other access from private property to a city street right-of-way shall be built or maintained which does not comply with the city of Kenmore street standards. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.28.080).]~~

12.35.080

Enforcement.

The ~~city manager~~ director of the department of public works and the director of the department of planning and community development ~~is~~ are authorized to enforce the provisions of this chapter, and any rules and regulations promulgated thereunder pursuant to the enforcement and penalty provisions of Chapter 1.20 KMC. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.28.090).]

12.35.090

Retroactivity.

All ~~access approvals, trail permits and~~ right-of-way use permits issued by the city of Kenmore prior to the effective date of this chapter shall not be affected by the provisions of this chapter. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.28.100).]

12.35.100

~~Effective date.~~

~~The ordinance codified in this chapter shall become effective 30 days after signing by the city manager, or his or her designee. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.28.110).]~~

Chapter 12.40

PERMIT SYSTEM FOR CITY PROPERTY

Sections:

~~12.40.010 Definitions.~~

12.40.020 Permit requirement.

12.40.040 Permit issuance.

12.40.050 Liability.

12.40.060 Additional requirements.

12.40.080 Interpretation.

12.40.090 Enforcement.

12.40.100 Severability.

~~12.40.010~~

~~Definitions.~~

~~A. "City property" means all city real property, including but not limited to recreational trails, city street rights of way and dedicated open space.~~

~~B. "Special use permits" means a permit for the use of city property issued pursuant to this chapter.~~

~~C. "Custodial departments" means those city departments whose function it is to manage and control city use of said rights of way or other city property. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.30.010).]~~

12.40.020

Permit requirement.

A. Special use permits shall be required for any use of city property except uses regulated pursuant to Chapter 12.55 KMC relating to utility permits and Chapter 12.35 KMC relating to city street system rights-of-way use permits.

B. Upon receipt of an application for a "special use" permit upon city property, the city ~~manager of Kenmore~~ shall determine whether the proposed use is upon city-owned property.

C. The ~~city manager of Kenmore~~ shall forward the application to ~~all city custodial department(s)~~ for review.

D. The ~~custodial department(s)~~ shall review the application and forward its recommendation whether the permit shall be issued ~~to the city manager.~~

~~by the city of Kenmore. If a custodial department recommends denial, the city of Kenmore shall deny the permit.~~

E. ~~The~~~~If there is no custodial department with jurisdiction over the city property, the city of Kenmore~~ shall evaluate the feasibility of the proposed use, its impact on other uses of the city property and its impact on public health and safety. Based on this evaluation, the ~~department city of Kenmore~~ shall ~~recommend determine~~ whether the permit should be issued.

F. In all cases, the ~~city of Kenmore shall forward the application to the department(s) of community development for recommendations on critical area issues and the city of Kenmore~~ shall be responsible for assuring that any application meets the requirements of the critical areas code set out in Chapter 18.55 KMC and the administrative rules promulgated thereunder before the permit is issued. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.30.020).]

12.40.040

Permit issuance.

A. Upon filing of a complete application, necessary approval of said application and the payment of the administrative fee and posting of any required bond, the city ~~manager of Kenmore~~ may issue a permit authorizing the designated use of city property by the permittee.

B. The permit may require restoration of the city property to standards ~~prescribed by the custodial department and the city of Kenmore~~ in view of the nature and duration of the special use. In addition, conditions may be set ~~by the city of Kenmore~~ to assure compliance of the permit with city policies, ordinances and other applicable laws and regulations.

C. The permit applicant may be required to post a performance bond in an amount which will:

1. Guarantee the use will be in compliance with standards and conditions prescribed by the city of Kenmore;

2. Guarantee restoration of the city property to a condition consistent with the special use permit and the city's own use of its property. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.30.030).]

12.40.050

Liability.

The permit applicant shall be solely responsible for the adequate operation and maintenance of any improvements constructed by the permittee to the city property and shall assume liability for all injuries to persons or property as the result of activities pursuant to a special use permit. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.30.040).]

12.40.060

Additional requirements.

A. Survey. When considered necessary by the city of Kenmore to adequately determine the limits of the city property, the permit applicant shall cause the city property to be surveyed by a licensed land surveyor. Such survey shall be recorded in accordance with the Survey Recording Act. The cost of such survey shall be paid by the permit applicant.

~~B. Dedication. A permit applicant may be required to deed additional right of way across property under his authority when necessary to fulfill any city policy, ordinance or laws. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.30.050).]~~

12.40.080

Interpretation.

Permits issued pursuant to this chapter shall not be construed to convey any vested right of ownership interest in any city property. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.30.070).]

12.40.090

Enforcement.

The city manager is authorized to enforce the provisions of this chapter, pursuant to Chapter 1.20 KMC. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.30.080).]

12.40.100

Severability.

Should any section, subsection, paragraph, sentence, clause or phrase of this chapter be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this chapter. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.30.090).]

Chapter 12.45

(Reserved)

Chapter 12.50

STREET STANDARDS

Sections:

- 12.50.010 Adoption.
- 12.50.020 Terms.
- 12.50.030 Applicability.
- 12.50.040 Developments.
- 12.50.050 References.
- 12.50.060 Variances.
- 12.50.070 Appeals from decisions on variances.
- 12.50.080 Street and driveway setbacks.
- 12.50.090 Access to short plats.
- 12.50.100 Turn-around and/or cul-de-sac requirements.
- 12.50.110 Second access threshold.
- 12.50.120 Street overlays.
- 12.50.130 Building setbacks.
- 12.50.140 Interim access management plan authorized.
- 12.50.150 Interpretation.
- 12.50.160 Penalties.
- 12.50.170 Severability.
- 12.50.180 Effective date.

12.50.010

Adoption.

A. "King County Road Standards," 1993 update, as amended by the council December 20, 1993, incorporated herein as Attachment A* with amended Sections 2.03, 2.20, 2.21, 3.02, 5.03 and 5.10 as Attachment B* are hereby approved and adopted as the city of Kenmore standards for street design and construction.

B. Consistent with the council's direction and intent in adopting these standards the department of public works is hereby authorized to develop public rules and make minor changes to the drawings in order to better implement the standards and as needed to stay current with changing design and construction technology and methods.

C. Consistent with the council's direction and intent in adopting these standards the department of public works will establish a committee consisting of city staff and representatives of the fire and emergency medical service and development communities. The committee will investigate alternative streetway widths and other street standard related issues that impact the ability to provide emergency fire and medical service to the public and report findings back to council by September 1994. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.42.010).]

*Code reviser's note: Attachments A and B are on file in the office of the city clerk.

12.50.020

Terms.

A. "Standards" means the city of Kenmore street standards.

B. "Engineer" means the city of Kenmore street engineer, having authorities specified in RCW 36.75.050 and Chapter 36.80 RCW, or his authorized representatives. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.42.020).]

12.50.030

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Applicability.

A. The standards may apply to all newly constructed modifications of streetway features or existing facilities which are within the scope of reconstructions or capital improvement projects when so required by the city of Kenmore or to the extent they are expressly referred to in project plans and specifications. These standards are not intended to apply to "resurfacing, restoration, and rehabilitation" projects as those terms are defined in the Local Agency Guidelines, Washington State Department of Transportation, as amended; however, the engineer may in his discretion consider the standards as optional goals.

B. The standards shall apply to every new placement and every planned, nonemergency replacement of existing utility poles and other utility structures within the city of Kenmore right-of-way. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.42.030).]

12.50.040

Developments.

Any land development which is required by operation of any city ordinance or adopted standard to improve streets within, abutting, or serving the development shall do so in accordance with these standards. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.42.040).]

12.50.050

References.

The standards implement and are intended to be consistent with the references listed in Section 1.04 of Attachment A, "King County Road Standards, 1993."* [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.42.050).]

*Code reviser's note: Attachment A is on file in the office of the city clerk.

12.50.060

Variances.

Variances from these standards may be granted by the engineer upon evidence that such variances are in the public interest, and that requirements for safety, function, fire protection, appearance, and maintainability based upon sound engineering judgment are fully met. Detailed procedures for requesting variances are contained in administrative rules available from the city street engineer. Variances must be approved prior to construction. Any variances from these standards which do not meet the Uniform Fire Code will require concurrence by the city of Kenmore fire marshal. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.42.060).]

12.50.070

Appeals from decisions on variances.

The department of public works by public rule shall establish procedures governing the administrative appeal of the city engineer's decision on a request for variance made in accordance with KMC 12.50.060. The department's decision on such appeals shall be final. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.42.062).]

12.50.080

Street and driveway setbacks.

The city of Kenmore street standards are hereby revised to require that the portion of all driveways, joint use driveways, access tracts, streetways, or other means of access to private residential property must be located at least five feet from the property line of adjoining properties; provided, that:

A. The minimum spacing between the paved portion of all driveways, joint use driveways, access tracts, streetways, or other means of access to private property shall be at least 18 feet at the property line.

B. An access tract adjacent to a property line must be at least 29 feet in width.

C. Joint use driveway tracts and easements adjacent to a property line must be at least 25 feet in width.

D. Nothing in this section shall preclude adjoining property owners from entering into voluntary agreements to locate streets, joint use driveways, or access tracts, on their shared property line to provide common access. [Ord. 00-0096 § 1.]

12.50.090

Access to short plats.

Access tracts and/or streetways required to provide access to two or more lots shall be developed to the width and standard required for its entire length. The practice commonly known as, or that yields the effect of, "telescoping" improvements (i.e., a street required to serve a short plat being reduced in width to a joint use driveway or access tract) is expressly prohibited. [Ord. 00-0096 § 2.]

12.50.100

Turn-around and/or cul-de-sac requirements.

Streets and access tracts serving more than six lots or greater than 150 feet in length as measured from the centerline of the connecting streetway shall provide a cul-de-sac or turn-around, in accordance with standards to be developed by the city manager or his or her designee, in consultation with the fire marshal, emergency service providers, utility companies, and delivery services. [Ord. 00-0096 § 3.]

12.50.110

Second access threshold.

Subdivisions consisting of 30 or more lots shall provide a secondary means of access acceptable to the city manager or his or her designee; provided, that:

A. The city manager or his or her designee may require any short plat or subdivision to connect to, or provide the potential to connect to, existing streetways or dedicated rights-of-way to provide an appropriate network for local access. [Ord. 00-0096 § 4.]

12.50.120

Street overlays.

The minimum standard for street overlays shall be two inches of compacted asphalt pavement, Class B, unless otherwise specified by the city manager or his or her designee. [Ord. 00-0096 § 5.]

12.50.130

Building setbacks.

Buildings shall be set back 10 feet from an access tract, however, at least 20 linear feet of driveway shall be provided between any garage, carport, or other fenced parking area and the property line of the access tract. The linear distance shall be measured along the centerline of the driveway from the access point of such area to the access tract property line. [Ord. 00-0096 § 6.]

12.50.140

Interim access management plan authorized.

The city manager or his or her designee is hereby authorized to prepare and implement an interim access management plan. This interim plan shall apply to all principal arterials in Kenmore, as well as to 61st Avenue N.E., 68th Avenue N.E., 73rd Avenue N.E., and 80th Avenue N.E., between N.E. 181st, Street extended and N.E. 175th Street extended. The interim plan shall emphasize the consolidation of existing driveways and access points, the reduction of left-turn movements onto or from principal arterials, and the use of intersections as opposed to driveways for turning movements. [Ord. 00-0096 § 7.]

12.50.150

Interpretation.

The city manager, or his or her designee, is authorized to interpret the city of Kenmore street standards as amended, provide guidelines for their implementation, promulgate rules, and to resolve conflicts or inconsistencies that may arise in their interpretation or application. [Ord. 00-0096 § 8.]

12.50.160

Penalties.

Failure to comply with these standards may result in denial of plan or development permit approval, revocation of prior approvals, legal action for forfeiture of financial guarantee, code enforcement, and/or other penalties as provided by law. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.42.070).]

12.50.170

Severability.

If any part of these standards as established by ordinance shall be found invalid, all other parts shall remain in effect. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.42.080).]

12.50.180

Effective date.

The ordinance codified in this chapter shall take effect 30 days from its enactment. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.42.090).]

Chapter 12.55

UTILITIES ON CITY RIGHTS-OF-WAY

Sections:

- 12.55.010 Purpose.
- 12.55.020 Construction permit – Required.
- 12.55.030 Construction permit – Application – Generally.
- 12.55.040 Construction permit – Application – Fees.
- 12.55.050 Inspection fee.
- 12.55.060 Construction permit – Application – Review.
- 12.55.070 Emergency construction permits – Unfranchised utilities.
- 12.55.080 Policy on accommodation of utilities.
- 12.55.090 Coordination of right-of-way construction.
- 12.55.100 Performance guarantee required.
- 12.55.110 Construction permit – Form.
- 12.55.120 Notification by permittee of construction commenced.
- 12.55.130 Enforcement.
- ~~12.55.135 Productivity and customer service report.~~
- 12.55.140 Severability.

12.55.010

Purpose.

The purpose of this chapter is to regulate the granting of right-of-way construction permits and to ensure that utility construction work undertaken pursuant to such permits is consistent with the applicant's right-of-way franchise from the city, the applicable district comprehensive plan, the critical areas code, the city comprehensive plan, sound engineering and design standards, health and

sanitation regulations, and city standards for water mains and fire hydrants. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.010).]

12.55.020

Construction permit – Required.

A. All construction work performed by franchised utilities, telephone and telegraph companies and within city of Kenmore right-of-way shall require a right-of-way construction permit to be issued by the city of Kenmore; provided, that construction work undertaken by the city of Kenmore or under contract to the city of Kenmore or requested by the city of Kenmore due to new construction shall be exempted from this requirement. Construction work shall include but not be limited to the construction and maintenance of waterlines, gas pipes, sewer lines, petroleum pipelines, telephone, telegraph and electric lines, cable TV and petroleum products and any other such public and private utilities.

B. ~~The Department of Transportation and~~ The city of Kenmore, during the construction of capital improvement projects, shall install vacant conduit reserved for the future installation of fiber optic cable in accordance with the city of Kenmore's I-net and wide area network plans; all capital improvement projects not requiring trenching or modification to the subgrade, such as overlays and shoulder widening, shall be exempted from this requirement. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.020).]

12.55.030

Construction permit – Application – Generally.

Applications for all right-of-way construction permits shall be submitted, in writing, to the city of Kenmore. The application shall contain whatever information, including plans and specifications, which the city of Kenmore shall require. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.030).]

12.55.040

Construction permit – Application – Fees.

~~Effective January 1, 2002, E~~each application requires a fee, imposed by the city council by resolution, payable to the city of Kenmore for the administrative costs and expenses of processing the application.~~;~~ These fees shall be equal to the administrative costs of approving the permit, including but not limited to preparing the permit, review, processing, coordinating review with other departments, preparing environmental documents, etc.

~~A. Pole lines— Power, telephone, etc. (every six poles or portion thereof):~~

~~B. Water:~~

- ~~1. Installing mains (1,000 linear feet or less):~~
- ~~2. Additional 1,000 linear feet or fraction thereof:~~
- ~~3. Excavation for connection:~~

~~C. Sewer:~~

- ~~1. Installation of mains (1,000 feet or fraction thereof):~~
- ~~2. Additional 1,000 linear feet or fraction thereof:~~
- ~~3. Excavation for connection:~~

~~D. Cable or Conduit:~~

- ~~1. Installing cable or conduit (1,000 feet or less):~~
- ~~2. Additional 1,000 linear feet or fraction thereof:~~
- ~~3. Excavation in street for connection:~~

~~E. Gas or Oil:~~

- ~~1. Installing mains (1,000 linear feet or less):~~
- ~~2. Additional 1,000 feet or fraction thereof:~~
- ~~3. Excavation for connection:~~

~~F. Attachment to existing poles for every three attachments:~~

~~G. Immediate Response Permit Requests. In addition to the required permit fees an additional fee shall be charged. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 02-0139 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.040).]~~

12.55.050

Inspection fee.

A. The permittee shall pay an inspection fee at the rate imposed by the city council by resolution per hour of utility inspection to the ~~dDepartment of Public Works~~. The fees are in addition to any other city fees and are nonrefundable.

B. The fees shall be collected in accordance with administrative procedures developed by the ~~dDepartment of Public Works~~. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 02-0139 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.045).]

12.55.060

Construction permit – Application – Review.

A. ~~The The Public Works dDepartment city of Kenmore~~ shall coordinate the review by all departments of right-of-way construction permit applications and shall determine whether the proposed construction is consistent with the applicant's right-of-way franchise from the city.

B. The ~~dDepartment of Ppublic Wworks~~ shall review and evaluate applications in respect to the hazard and risk of the proposed construction, location of the proposed construction in relation to other utilities in the right-of-way and the adequacy of the engineering and design of the proposed construction.

C. The ~~department dDepartment of public Public wWorks~~ shall review and evaluate all applications for right-of-way construction permits for sewer and water main extensions to determine whether the proposed construction is consistent with the sewer or water comprehensive plan approved by the city council. If the facility is not consistent with an approved comprehensive plan,

then the construction permit shall not be issued. Applications for those water utilities with Group A non-expanding public water systems that are not required to prepare comprehensive plans for approval by the city council shall be approved if all other conditions of this chapter are met. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.050).]

12.55.070

Emergency construction permits – Unfranchised utilities.

A. The city of Kenmore may issue right-of-way construction permits to unfranchised utilities under the following circumstances:

1. When the Seattle-King County department of public health has determined that the proposed work is necessary to address a public health hazard; or
2. When the ~~streets division, department of public works, city manager~~ has determined that the proposed work is necessary to address actual or imminent damage to city right-of-way or to address hazards to users of city right-of-way.

~~B. No right of way construction permit for sewer or water facility construction shall be issued unless the city of Kenmore receives a determination from the chair of the utilities technical review committee that the proposed work is consistent with the city of Kenmore comprehensive plan.~~

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~~C. The permit applicant shall be required to meet all conditions of this chapter, except KMC 12.55.060(A) and (C). [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.055).]~~

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12.55.080

Policy on accommodation of utilities.

A. Adoption. "King County Regulations for Accommodation of Utilities on County Road Rights-of-Way, 1997", or as later amended, is hereby approved and adopted as the city of Kenmore policy

for utility installation and maintenance operations within the city of Kenmore street rights-of-way.

[Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.060).]

12.55.090

Coordination of right-of-way construction.

A. The applicant, at the time of submitting an application for a right-of-way construction permit, shall notify all other public and private utility entities known to be using or proposing to use the same right-of-way of the applicant's proposed construction and the proposed timing of such construction. Any such entity notified may, within seven days of such notification, request a delay in the commencement of such proposed construction for the purpose of coordinating other right-of-way construction with that proposed by the applicant.

B. The city of Kenmore shall also coordinate the approval of right-of-way construction permits with city street improvements and maintenance and may delay the commencement date for the applicant's right-of-way construction for 90 days or less, except in the case of emergencies, if it finds that such delay will reduce the inconvenience to city street users from construction activities, if it finds that such delay will not create undue economic hardship on the applicant, or if it finds that such delay will allow the city to install conduit for future installation of fiber optic cable.

C. The city of Kenmore shall inform the Washington State Department of Transportation of all right-of-way construction permits issued within the SR 522 right of way or within one city block.

D. The city of Kenmore shall review forward copies of all right-of-way construction permit applications for projects 1,000 feet or longer to the department of information and administrative services. The division of information technology services will determine, within 15 working days, whether the installation of conduit may be needed for the future installation of fiber optic cable to connect city or other public facilities. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.070).]

12.55.100

Performance guarantee required.

Prior to final approval of all right-of-way construction permits, the department ~~of public works~~ shall determine the amount of the performance guarantee necessary to assure compliance with the approved construction plans, applicable state and local health and sanitation regulations, city standards ~~for water mains and fire hydrants~~ and to assure proper restoration of the street and the health and safety of the users of the street. ~~If required, the~~ applicant shall submit the financial guarantee consistent with the provisions of KMC Title 21. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.080).]

12.55.110

Construction permit – Form.

The right-of-way construction permit granted shall be in a form approved by and be made subject to all reasonable and necessary terms and conditions imposed by the department ~~of public works~~. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.090).]

12.55.120

Notification by permittee of construction commenced.

The permittee is required to give oral or written notice of the date construction will begin to the following agencies: department ~~of public works~~ for all right-of-way construction, Seattle-King County department of public health for construction of waterworks (except for domestic service connections), city of Kenmore fire marshal for waterworks. Failure to give such notice is grounds for the revocation or suspension of the construction permit. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.100).]

12.55.130

Enforcement.

The ~~city manager~~director of the department of public works and the director of the Seattle-King County department of public health are authorized to enforce the provisions of this chapter, the ordinances codified in it, and any rules and regulations adopted hereunder pursuant to the enforcement and penalty provisions of Chapter 1.20 KMC. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.110).]

12.55.135

~~Productivity and customer service report.~~

~~Concurrent with the annual submittal of the city proposed budget, on or about October 1st of each year, a report shall be provided to the city council by the city manager public works department or its successor detailing performance measurements for each function within the permit and franchises section or its successor. The performance measurements shall include historical reporting for the current year to date and the preceding three years. The data reported is to include, but not be limited to: the number of permits and other transactions processed and the number of employees for each period; the average, longest and shortest periods of time for permits processed by the department for each year; the criteria used to determine the value of easements and of annual fees for use of city property, demonstrating utilization of commonly accepted principles of real estate appraisal; and the appraisal reports and fee calculation formulas for easements and annual fees for all fees assessed in excess of \$1,000. [Ord. 03-0180 §§ 1, 2 (KCC 14.44.115).]~~

12.55.140

Severability.

If any provision of this chapter or its application to any person or circumstance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining

portions of this chapter. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC
14.44.120).]

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Draft KMC Title 12 Streets and Bridges Revisions

Clean Version

Title 12

STREETS AND BRIDGES

Chapters:

- 12.05 General Provisions**
- 12.10 Official Street System**
- 12.15 Load Restrictions on Streets**
- 12.20 Load Limits on Bridges**
- 12.25 *Repealed***
- 12.30 *Repealed***
- 12.35 Rights-of-Way**
- 12.40 Permit System for City Property**
- 12.45 *Reserved***
- 12.50 Street Standards**
- 12.55 Utilities on City Rights-of-Way**
- 12.58 Wireless Minor Communication Facilities within City Rights-of-Way**
- 12.60 Public and Private Utilities on Real Property**
- 12.65 Snow Emergency Routes**
- 12.70 Sidewalks, Planting Strips and Street Trees**
- 12.75 Integrated Transportation Program**
- 12.80 Intersection Standards**
- 12.85 State Route 522 Access Management Program**

Chapter 12.05

GENERAL PROVISIONS

Sections:

12.05.020 Financial guarantees authorized.

12.05.030 Definitions.

12.05.020

Financial guarantees authorized.

The department is authorized to require all applicants issued permits or approvals under the provisions of the title to post financial guarantees consistent with the provisions of KMC Title 21. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.02.020).]

12.05.030

Definitions.

A. "Applicant" means a property owner or a public agency or public or private utility which owns a right-of-way or other easement or has been adjudicated the right to such an easement pursuant to RCW 8.12.090, or any person or entity designated or named in writing by the property or easement owner to be the applicant, in an application for a development proposal, permit or approval.

B. "Department" means the city department or outside agency assigned by the city manager to administer a portion of the city code.

C. "Development" means any activity that requires a permit or approval, including, but not limited to, a building permit, grading permit, shoreline substantial development permit, conditional use permit, special use permit, zoning variance or reclassification, subdivision, short subdivision, urban planned development, binding site plan, site development permit or right-of-way use permit.

D. "City manager" means the City of Kenmore City Manager or his or her designee(s).

E. "Right-of-way use permit, limited" means a permit authorizing the use or improvement of the city right-of-way for a designated purpose typically for a period of time limited to one year or less.

F. "Right-of-way use permit, access" means a permit authorizing the use of unopened city right-of-way for a subdivision or property access typically for a period of time exceeding one year in duration.

G. "Right-of-way use permit, encroachment" means a permit authorizing the use of the city right-of-way for an encroachment, typically for a period of time exceeding one year in duration.

H. "Encroachment" means any structures permanent in nature, including but not limited to, building extension, marquee, fence, stairway, railing, retaining wall, artwork, or any other building or structure constructed, erected or maintained in, over or under any public place, right-of-way, easement, roadway, parking strip and/or sidewalk, including the airspace above them. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.28.010).]

I. "City property" means all city real property, including but not limited to recreational trails, parks and dedicated open space.

J. "Special use permits" means a permit for the use of city property issued pursuant to this title.

Chapter 12.10

OFFICIAL STREET SYSTEM

Sections:

12.10.010 Official street system.

12.10.020 Maps are exhibits.

- 12.10.030 Streets included.
- 12.10.040 Revision of street exhibits.
- 12.10.050 Additions and deletions made by ordinance.
- 12.10.060 Streets constructed by Highway Department included.
- 12.10.070 Inclusion of streets which have reverted to city.
- 12.10.080 Inaccuracies corrected.

12.10.010

Official street system.

To provide for the administration, maintenance, dedication of rights of way and improvement of the city's streets, the city needs to identify the official city of Kenmore street system. This system will be shown on maps and/or exhibits which will also show the streets for which the city of Kenmore has maintenance responsibility. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.04.010).]

12.10.020

Maps are exhibits.

The aforementioned maps will also be known as exhibits to be indicated by the sheet designation. Computer sheets contained in a loose-leaf binder shall be used as reference exhibits in conjunction with the map exhibits. These computer sheets must be revised periodically to correspond with revisions made on the map exhibits. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.04.030).]

12.10.030

Streets included.

Only those streets within the city of Kenmore shall be considered part of the city of Kenmore street system. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.04.040).]

12.10.040

Revision of street exhibits.

It shall be the responsibility of the city manager to maintain and revise the city of Kenmore street exhibits upon direction by the City Council. Revisions shall be made as soon as practicable after any change occurs. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.04.050).]

12.10.050

Additions and deletions made by ordinance.

Authority for additions to, deletions from, or characteristic changes in the streets on the exhibit sheets shall be by ordinance. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.04.060).]

12.10.070

Inclusion of streets which have reverted to city.

The city of Kenmore street system shall include all streets which reverted to King County prior to incorporation by virtue of prescriptive rights as set forth in RCW 36.75.070 and 36.75.080. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.04.080).]

12.10.080

Inaccuracies corrected.

If any inaccuracies appear on the exhibits in conflict with records on file, the inaccuracies shall be corrected on the exhibits and in no case shall affect the provisions of this chapter or the status of the exhibits as official designators of the official city of Kenmore street system. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.04.100).]

Chapter 12.15

LOAD RESTRICTIONS ON STREETS

Sections:

12.15.010 Street closure policy.

12.15.020 Winter and emergency load restrictions.

12.15.010

Street closure policy.

The following policy is approved and adopted, and henceforth all street closure and load limit restrictions will be disseminated in accordance with this policy insofar as it is possible to do so:

A. A list of streets which will remain open and available for school bus use during thawing conditions will be supplied to each and every school district operating on city streets within the city of Kenmore.

B. In the event street closures are required, the school district will be notified prior to 1:00 p.m. of the day preceding the street closures on school bus routes, to be effective the following day. If the morning pickup of children is accomplished, the school district will be permitted to use these routes for the returning of the children to their normal bus stops.

C. School buses will be permitted to turn around at the intersection of a school bus route which is closed, and the open route with the minimum maneuvering possible on the closed street in the intersection area.

D. The city will establish the necessary communications with the school districts to provide the proper notification. The city manager will initiate street closures and unless specified otherwise, closures shall be city-wide. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.12.010).]

12.15.020

Winter and emergency load restrictions.

The following emergency restrictions shall be in effect on city streets during such periods of freezing and thawing conditions as determined by the city manager:

REGULAR WINTER LOAD RESTRICTIONS

Conventional		Tubeless or Special with 0.5 Marking	
Tire Size	Gross Load Each Tire	Tire Size	Gross Load Each Tire
7.00	1,800 lbs.	8- 22.5	2,250 lbs.
7.50	2,250 lbs.	9- 22.5	2,800 lbs.
8.25	2,800 lbs.	10- 22.5	3,400 lbs.
9.00	3,400 lbs.	11- 22.5	4,000 lbs.
10.0 0	4,000 lbs.	11- 24.5	4,000 lbs.
11.0 0	4,500 lbs.	12- 22.5	4,500 lbs.
12.0 or over 0	4,500 lbs.	12- or over 24.5	4,500 lbs.

EMERGENCY LOAD RESTRICTIONS

Conventional Tires		Tubeless or Special with 0.5 Marking	
Tire Size	Gross Load Each Tire	Tire Size	Gross Load Each Tire
7.00	1,800 lbs.	8- 22.5	1,800 lbs.
7.50	1,800 lbs.	9- 22.5	1,900 lbs.
8.25	1,900 lbs.	10- 22.5	2,250 lbs.
9.00	2,250 lbs.	11- 22.5	2,750 lbs.
10.0 0	2,750 lbs.	11- 24.5	2,750 lbs.
11.0 or over 0	3,000 lbs.	12- or over 22.5	3,000 lbs.

A further load restriction of five tons gross on any vehicle may be placed on streets under severe conditions. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.12.020).]

Chapter 12.20

LOAD LIMITS ON BRIDGES

Sections:

12.20.010 Gross weight allowed and notification.

12.20.020 Limited special permits.

12.20.030 Maximum gross vehicle weight.

12.20.040 Enforcement and penalty.

12.20.050 Severability.

12.20.010

Gross weight allowed and notification.

A. It is unlawful for any person to operate a vehicle over any city of Kenmore bridge when such vehicle has a gross weight that is greater than the posted maximum weight for that bridge, unless the driver is in possession of a limited special permit issued by the city manager

B. Notice of closing of individual bridges to certain classes or weights of vehicles shall be:

1. Published in a local newspaper of general circulation; and

2. Posted on signs at each end of subject bridge, on or prior to the date of publication. All signs shall be erected and maintained in accordance with RCW 46.61.450 and 47.36.030.

C. Maximum gross weights for vehicles operating over city of Kenmore bridges shall be established by ordinance in accordance with RCW and 46.44.080.

D. The city manager shall have the authority by administrative determination to immediately impose temporary gross weight limits on bridges based on the results of an engineering and traffic investigation. The city manager shall have the authority to immediately erect and maintain official traffic control devices for temporary gross weight limits on bridges in accordance with Chapter 46.90 RCW, WAC 308-330-265 and Chapter 10.05 KMC. The temporary gross weight limits on

bridges shall be in effect for not longer than one year from the date of posting or until the weight limits are established by ordinance. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.16.010).]

12.20.020

Limited special permits.

The city manager is authorized to issue limited special permits for the safe use of load limited bridges by emergency vehicles and other vehicles exceeding the posted maximum weight. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.16.015).]

12.20.030

Maximum gross vehicle weight.

Those city bridges that are posted are done so pursuant to definitions and standards for maximum gross vehicle weight contained in Chapter 46.44 RCW, particularly the vehicle weight table of RCW 46.44.041. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.16.020).]

12.20.040

Enforcement and penalty.

A. Any violation of this chapter is a traffic infraction and subject to a penalty of \$250.00. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.16.170).]

12.20.050

Severability.

Should any section, subsection, paragraph, sentence, clause or phrase of this chapter be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this chapter. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.16.180).]

Chapter 12.25

STANDARD SPECIFICATIONS FOR STREET AND BRIDGE CONSTRUCTION

(Repealed by Ord. 05-0231)

Chapter 12.30

STREET CONSTRUCTION RULES ADOPTED

(Repealed by Ord. 05-0231)

Chapter 12.35

RIGHTS-OF-WAY

Sections:

- 12.35.020 Permit required for improvement or use – Application processing.
- 12.35.025 Time limitation of application.
- 12.35.030 Permit – Additional requirements.
- 12.35.035 Permit – Application Fees.
- 12.35.037 Permit – Fees.
- 12.35.040 Permit – Limited.
- 12.35.050 Permit –Access.
- 12.35.055 Permit – Encroachment.
- 12.35.060 Permit – Interpretation.
- 12.35.065 Application.
- 12.35.070 Obligation.
- 12.35.075 Conformance.
- 12.35.076 Covenant.
- 12.35.080 Enforcement.
- 12.35.090 Retroactivity.

12.35.020

Permit required for improvement or use – Application processing.

A. Permits Required. City street right-of-way shall not be privately improved or used for access or other purposes and no development approval shall be issued which requires use of privately

maintained city right-of-way unless a permit therefor has been issued pursuant to this chapter, except for utility construction work authorized pursuant to Chapter 12.55 KMC.

B. General Procedures.

1. Upon receipt of an application for right-of-way use permit, limited, access, or encroachment the city manager shall determine whether the proposed activity is within city-owned right-of-way.

2. The city shall be the lead agency for the compliance with the State Environmental Policy Act. In addition, the city manager shall review applications for compliance with applicable city plans, policies, regulations and standards. Prior to issuing a right-of-way use permit, the city manager may determine and secure an appropriate financial guarantee consistent with the provisions of KMC Title 21.

3. The city manager shall, when feasible, consolidate right-of-way use permits with other development approvals to prevent duplication and increase efficiency. The fee for a consolidated approval shall be reduced to the extent separate fees would be duplicative. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.28.020).]

12.35.025

Time limitation of application.

A. Applications for which no permit is issued within 18 months following the date of application shall expire by limitation and plans and other data submitted for review may thereafter be returned to the applicant or destroyed in accordance with state law.

B. Applications may be canceled for inactivity, if an applicant fails to respond to the department's written request for revisions, corrections, actions or additional information within 90 days of the date of request. The city manager may extend the response period beyond 90 days if within the original 90 day time period the applicant provides and subsequently adheres to an

approved schedule with specific target dates for submitting the full revisions, corrections or other information needed by the department.

12.35.030

Permit – Additional requirements.

A. Plans. Detailed engineering and restoration plans and/or drainage plan may be required when considered necessary by the city manager. Costs for the development of such plan and conduct of required studies shall be borne by the applicant and, if the plan is returned, it shall be returned to the applicant.

B. Survey. When considered necessary by the city manager to adequately define the limits of right-of-way, the applicant shall cause the right-of-way to be surveyed by a licensed land surveyor. Such survey shall be recorded in accordance with the Survey Recording Act.

C. Dedication. An applicant may be required to deed additional right-of-way across property under his ownership when necessary to fulfill the minimum street right-of-way width prescribed in RCW 36.86.010.

D. Illegal Subdivision. A permit shall not be issued to provide access to a lot or parcel created in violation of state and city subdivision regulations. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.28.030).]

12.35.035

Application – Fees.

Each application requires a fee, imposed by City Council by resolution, payable to the City of Kenmore for the administrative costs and expenses of processing the application.

To foster the public benefit by encouraging citizens to beautify publicly owned rights of way, without compromising the public's safety. For purposes of maintaining a record of all beautification projects, a beautification permit shall be required prior to commencement of a beautification

activity. A beautification permit shall be issued without charge for projects that satisfy the following criteria:

A. The project involves the planting of flowers or other vegetation that does not hinder the safe use of the right-of-way by drivers or others within 10 feet of the fog line or the edge of the pavement, if there is no fog line;

B. The project involves planting adjacent to the applicant's residence; and

C. No shrubs or trees are installed within 3 feet of a curb line or where no curb exists, within 10 feet of the fog line or edge of pavement.

12.35.037

Permit – Fees.

A. The permittee shall pay a fee at a rate imposed by the City Council by Resolution per hour for inspection.

B. The permittee shall also pay a fee for use of the right of way based on a policy approved by the City Council by Resolution.

C. The fees shall be collected in accordance with administrative procedures developed by the department. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 02-0139 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.045).]

12.35.040

Permit – Limited.

A. Upon filing of a complete application, payment of the fee and posting of the financial guarantee for construction, maintenance, and restoration of the right-of-way consistent with the provisions of KMC Title 21, the city manager may issue a permit authorizing the limited use of city street right-of-way, for use by designated private parties for a specific use.

B. The permit may require construction and restoration of the right-of-way to adopted standards based on the nature and duration of the specific use, and subject to inspection. In addition, conditions may be set to assure the compliance with city plans, policies, standards and regulations. Such conditions may require performance in excess of adopted street standards.

C. The applicant shall assume sole responsibility for the safe and adequate operation and maintenance of any improvements to the city right-of-way during the period of time the permit is in effect.

D. The applicant may apply for an extension to the right-of-way use permit – limited, upon written application for an extension, payment of the fees, and being found to be in compliance with the conditions and requirements of the original permit.

E. Types of Right-of-Way Permits, Limited

1. Type A. Activity which will alter the surface or subsurface of the right-of-way. Examples are:

- a. Paving operations;
- b. Driveway installations;
- c. Sidewalk installations;
- d. Open-cut trenching;
- e. Above ground pedestal or utility box installations;
- f. Culvert installation;
- g. Shoulder improvements;
- h. Beautification.

2. Type B. Temporary use of the right-of-way (24 hours or less) which does not change the right-of-way surface or subsurface. Examples are:

- a. Temporary storage of a dumpster/storage container;

b. Block party;

c. Temporary parking.

3. Type C. Temporary use of the right-of-way (more than 24 hours) which does not change the surface or subsurface. Also activities that will require traffic plan and traffic plan review. Examples are:

a. Street closures (fair or carnival);

b. Commercial activities in the right-of-way;

c. Extended storage in right-of-way. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 00-0088 (Exh. B); Ord. 98-0024 §§ 1, 2 (KCC 14.28.050).]

12.35.050

Permit – Access.

A. Upon filing of a complete application and payment of fee, the city manager may issue a permit authorizing the use of unopened city right-of-way for property access for a period exceeding one year in duration.

B. The applicant may be required to construct street improvements to the adopted city of Kenmore street standards, and may be required to post financial guarantees consistent with the provisions of KMC Title 21 for construction, restoration and maintenance. Construction work and all restoration work required by the permit shall be completed within one year of the permit's issuance. In addition, the city manager may set conditions to assure compliance of the permit with other adopted plans, city policies, and regulations.

C. The city manager shall place and maintain permanent sign(s) denoting the end of the city-maintained street.

D. The applicant shall have sole responsibility for the safe construction, operation and maintenance of any improvements to the city right-of-way pursuant to the permit, until such time as the improvements are officially accepted for maintenance by the city of Kenmore.

E. Unless earlier revoked by the city manager, any such access right of way use permit issued shall be valid for a term of one year and shall be automatically renewable for successive one-year terms.

12.35.055

Permit – Encroachment.

A. Upon filing of a complete application and payment of fee, the city manager may issue a permit authorizing the use of the city right-of-way for an encroachment for a period exceeding one year in duration.

B. An encroachment permit may be issued to authorize private construction in public rights-of-way when it is unlikely in the judgment of the city manager that such public right-of-way will be substantially improved by the city or other public agency within the foreseeable future.

In exercising such judgment, the city manager may consider existing traffic data in and around the site of the permit application, the city's adopted transportation improvement plan, and any other studies, data, or other information that he deems relevant to his determination.

C. The applicant shall have sole responsibility for the safe construction, operation and maintenance of any improvements within the city right-of-way pursuant to the permit.

D. Unless earlier revoked by the city manager, any such encroachment permit issued shall be valid for a term of one year and shall be automatically renewable for successive one-year terms.

12.35.060

Permit – Interpretation.

Permits issued pursuant to Section 12.35 shall not be construed to convey any vested right or ownership interest in any city right-of-way. Every right-of-way use permit shall state on its face that

any city right-of-way opened pursuant to this chapter shall be open to use by the general public except in those cases where specific conditions in a right-of-way use permit, restrict the use of the right-of-way for safety reasons. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.28.070).]

12.35.025

Permit Application.

An applicant for a right of way use permit issued pursuant to Section 12.35 shall complete an application in a form prescribed by the city manager. The city manager may reject incomplete application forms. Such application form shall require an applicant to identify the right-of-way to be used, the nature of the related development on the adjacent private property, and such other information as the city manager reasonably determines to be necessary, in relation to the specific project proposed. Such other information may include geotechnical studies, proof of liability insurance, performance bonding, and other measures designed to protect the public health, safety, and welfare.

12.35.070

Obligation.

Chapter 12.35 authorizes the city manager to engage in discretionary acts and does not create any obligation on the part of the city to issue any such right of way use permit nor does it create any right on the part of an applicant to initially obtain or subsequently retain any such right of way permit. Any such permit actually issued shall be revocable at any time after 90 days' written notice from the city manager to the permit holder. The city manager's revocation notice shall include a date by which the private use of the right-of-way must be discontinued and removed, all at the sole expense of the permit holder. Any private use of the right-of-way remaining after such date shall constitute a public nuisance and shall be abated as such. The cost of abatement, including the city's

attorney fees, shall be borne by the permit holder. There shall be no administrative or judicial appeal from any such decision by the city manager to revoke any such permit.

12.35.075

Conformance.

Any requirement imposed by Chapter 12.35 shall be in addition to any other requirement imposed by any other ordinance or other law regulating or controlling the use and development of private or public property. Such additional requirements include but are not limited to any necessary setback variances. A permit issued pursuant to Chapter 12.35 may not authorize any use or development otherwise not allowed or permitted under any other ordinance. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 00-0085 §§ 1, 3; Ord. 98-0024 §§ 1, 2 (KCC 14.28.060).]

12.35.076

Covenant.

The applicant for a right of way use permit limited, access or encroachment may be required to record a covenant running with the land and for the benefit of the city of Kenmore, which contains:

1. A legal description of the lot or parcel to benefit from the right-of-way use permit;
2. If the permit is for access, a statement indicating the following:
 - a. Access to such parcel is across an unmaintained city right-of-way, that the city is not responsible for maintenance of the right-of-way and that responsibility for maintenance of the street rests jointly and equitably upon all permit holders;
 - b. A statement that the owner(s) of the parcel will not oppose participation in a city street improvement district, if formation of such a district is deemed necessary by the city of Kenmore;
 - c. A prohibition against subdividing such parcel without obtaining either plat or short plat approval;
3. If the permit is for an encroachment, a statement indicating the following:

- a. Maintenance of the encroachment is the responsibility of the property owner; and
 - b. Acknowledgement that the encroachment must be removed by the property owner within 90 days at the request of the city manager.
- 4. A statement that any right-of-way use permit covenant is binding on the successors and assigns of the owner(s); and
 - 5. The acknowledged signature(s) of the owner(s) of such parcel.
 - 6. The right of way use permit may be revocable with 90 days written notice.

12.35.080

Enforcement.

The city manager is authorized to enforce the provisions of this chapter, and any rules and regulations promulgated thereunder pursuant to the enforcement and penalty provisions of Chapter 1.20 KMC. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.28.090).]

12.35.090

Retroactivity.

All right-of-way use permits issued by the city of Kenmore prior to the effective date of this chapter shall not be affected by the provisions of this chapter. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.28.100).]

Chapter 12.40

PERMIT SYSTEM FOR CITY PROPERTY

Sections:

- 12.40.020 Permit requirement.
- 12.40.040 Permit issuance.
- 12.40.050 Liability.
- 12.40.060 Additional requirements.
- 12.40.080 Interpretation.
- 12.40.090 Enforcement.
- 12.40.100 Severability.

12.40.020

Permit requirement.

A. Special use permits shall be required for any use of city property except uses regulated pursuant to Chapter 12.55 KMC relating to utility permits and Chapter 12.35 KMC relating to city street system rights-of-way use permits.

B. Upon receipt of an application for a “special use” permit upon city property, the city manager shall determine whether the proposed use is upon city-owned property.

C. The city manager shall forward the application to department(s) for review.

D. The department(s) shall review the application and forward its recommendation whether the permit shall be issued to the city manager.

E. The department shall evaluate the feasibility of the proposed use, its impact on other uses of the city property and its impact on public health and safety. Based on this evaluation, the department shall recommend whether the permit should be issued.

F. In all cases, the department(s) shall be responsible for assuring that any application meets the requirements of the critical areas code set out in Chapter 18.55 KMC and the administrative rules promulgated thereunder before the permit is issued. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.30.020).]

12.40.040

Permit issuance.

A. Upon filing of a complete application, necessary approval of said application and the payment of the administrative fee and posting of any required bond, the city manager may issue a permit authorizing the designated use of city property by the permittee.

B. The permit may require restoration of the city property to standards in view of the nature and duration of the special use. In addition, conditions may be set to assure compliance of the permit with city policies, ordinances and other applicable laws and regulations.

C. The permit applicant may be required to post a performance bond in an amount which will:

1. Guarantee the use will be in compliance with standards and conditions prescribed by the city of Kenmore;

2. Guarantee restoration of the city property to a condition consistent with the special use permit and the city's own use of its property. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.30.030).]

12.40.050

Liability.

The permit applicant shall be solely responsible for the adequate operation and maintenance of any improvements constructed by the permittee to the city property and shall assume liability for all injuries to persons or property as the result of activities pursuant to a special use permit. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.30.040).]

12.40.060

Additional requirements.

A. Survey. When considered necessary by the city of Kenmore to adequately determine the limits of the city property, the permit applicant shall cause the city property to be surveyed by a licensed land surveyor. Such survey shall be recorded in accordance with the Survey Recording Act. The cost of such survey shall be paid by the permit applicant.

12.40.080

Interpretation.

Permits issued pursuant to this chapter shall not be construed to convey any vested right of ownership interest in any city property. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.30.070).]

12.40.090

Enforcement.

The city manager is authorized to enforce the provisions of this chapter, pursuant to Chapter 1.20 KMC. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.30.080).]

12.40.100

Severability.

Should any section, subsection, paragraph, sentence, clause or phrase of this chapter be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this chapter. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.30.090).]

Chapter 12.45

(Reserved)

Chapter 12.50

STREET STANDARDS

Sections:

- 12.50.010 Adoption.
- 12.50.020 Terms.
- 12.50.030 Applicability.
- 12.50.040 Developments.
- 12.50.050 References.
- 12.50.060 Variances.
- 12.50.070 Appeals from decisions on variances.
- 12.50.080 Street and driveway setbacks.
- 12.50.090 Access to short plats.
- 12.50.100 Turn-around and/or cul-de-sac requirements.
- 12.50.110 Second access threshold.
- 12.50.120 Street overlays.
- 12.50.130 Building setbacks.
- 12.50.140 Interim access management plan authorized.
- 12.50.150 Interpretation.
- 12.50.160 Penalties.
- 12.50.170 Severability.
- 12.50.180 Effective date.

12.50.010

Adoption.

A. "King County Road Standards," 1993 update, as amended by the council December 20, 1993, incorporated herein as Attachment A* with amended Sections 2.03, 2.20, 2.21, 3.02, 5.03 and 5.10 as Attachment B* are hereby approved and adopted as the city of Kenmore standards for street design and construction.

B. Consistent with the council's direction and intent in adopting these standards the department of public works is hereby authorized to develop public rules and make minor changes to the drawings in order to better implement the standards and as needed to stay current with changing design and construction technology and methods.

C. Consistent with the council's direction and intent in adopting these standards the department of public works will establish a committee consisting of city staff and representatives of the fire and emergency medical service and development communities. The committee will investigate alternative streetway widths and other street standard related issues that impact the ability to provide emergency fire and medical service to the public and report findings back to council by September 1994. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.42.010).]

*Code reviser's note: Attachments A and B are on file in the office of the city clerk.

12.50.020

Terms.

A. "Standards" means the city of Kenmore street standards.

B. "Engineer" means the city of Kenmore street engineer, having authorities specified in RCW 36.75.050 and Chapter 36.80 RCW, or his authorized representatives. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.42.020).]

12.50.030

Applicability.

A. The standards may apply to all newly constructed modifications of streetway features or existing facilities which are within the scope of reconstructions or capital improvement projects when so required by the city of Kenmore or to the extent they are expressly referred to in project plans and specifications. These standards are not intended to apply to “resurfacing, restoration, and rehabilitation” projects as those terms are defined in the Local Agency Guidelines, Washington State Department of Transportation, as amended; however, the engineer may in his discretion consider the standards as optional goals.

B. The standards shall apply to every new placement and every planned, nonemergency replacement of existing utility poles and other utility structures within the city of Kenmore right-of-way. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.42.030).]

12.50.040

Developments.

Any land development which is required by operation of any city ordinance or adopted standard to improve streets within, abutting, or serving the development shall do so in accordance with these standards. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.42.040).]

12.50.050

References.

The standards implement and are intended to be consistent with the references listed in Section 1.04 of Attachment A, “King County Road Standards, 1993.”* [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.42.050).]

*Code reviser’s note: Attachment A is on file in the office of the city clerk.

12.50.060

Variances.

Variances from these standards may be granted by the engineer upon evidence that such variances are in the public interest, and that requirements for safety, function, fire protection, appearance, and maintainability based upon sound engineering judgment are fully met. Detailed procedures for requesting variances are contained in administrative rules available from the city street engineer. Variances must be approved prior to construction. Any variances from these standards which do not meet the Uniform Fire Code will require concurrence by the city of Kenmore fire marshal. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.42.060).]

12.50.070

Appeals from decisions on variances.

The department of public works by public rule shall establish procedures governing the administrative appeal of the city engineer's decision on a request for variance made in accordance with KMC 12.50.060. The department's decision on such appeals shall be final. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.42.062).]

12.50.080

Street and driveway setbacks.

The city of Kenmore street standards are hereby revised to require that the portion of all driveways, joint use driveways, access tracts, streetways, or other means of access to private residential property must be located at least five feet from the property line of adjoining properties; provided, that:

A. The minimum spacing between the paved portion of all driveways, joint use driveways, access tracts, streetways, or other means of access to private property shall be at least 18 feet at the property line.

B. An access tract adjacent to a property line must be at least 29 feet in width.

C. Joint use driveway tracts and easements adjacent to a property line must be at least 25 feet in width.

D. Nothing in this section shall preclude adjoining property owners from entering into voluntary agreements to locate streets, joint use driveways, or access tracts, on their shared property line to provide common access. [Ord. 00-0096 § 1.]

12.50.090

Access to short plats.

Access tracts and/or streetways required to provide access to two or more lots shall be developed to the width and standard required for its entire length. The practice commonly known as, or that yields the effect of, “telescoping” improvements (i.e., a street required to serve a short plat being reduced in width to a joint use driveway or access tract) is expressly prohibited. [Ord. 00-0096 § 2.]

12.50.100

Turn-around and/or cul-de-sac requirements.

Streets and access tracts serving more than six lots or greater than 150 feet in length as measured from the centerline of the connecting streetway shall provide a cul-de-sac or turn-around, in accordance with standards to be developed by the city manager or his or her designee, in consultation with the fire marshal, emergency service providers, utility companies, and delivery services. [Ord. 00-0096 § 3.]

12.50.110

Second access threshold.

Subdivisions consisting of 30 or more lots shall provide a secondary means of access acceptable to the city manager or his or her designee; provided, that:

A. The city manager or his or her designee may require any short plat or subdivision to connect to, or provide the potential to connect to, existing streetways or dedicated rights-of-way to provide an appropriate network for local access. [Ord. 00-0096 § 4.]

12.50.120

Street overlays.

The minimum standard for street overlays shall be two inches of compacted asphalt pavement, Class B, unless otherwise specified by the city manager or his or her designee. [Ord. 00-0096 § 5.]

12.50.130

Building setbacks.

Buildings shall be set back 10 feet from an access tract, however, at least 20 linear feet of driveway shall be provided between any garage, carport, or other fenced parking area and the property line of the access tract. The linear distance shall be measured along the centerline of the driveway from the access point of such area to the access tract property line. [Ord. 00-0096 § 6.]

12.50.140

Interim access management plan authorized.

The city manager or his or her designee is hereby authorized to prepare and implement an interim access management plan. This interim plan shall apply to all principal arterials in Kenmore, as well as to 61st Avenue N.E., 68th Avenue N.E., 73rd Avenue N.E., and 80th Avenue N.E., between N.E. 181st, Street extended and N.E. 175th Street extended. The interim plan shall emphasize the consolidation of existing driveways and access points, the reduction of left-turn movements onto or from principal arterials, and the use of intersections as opposed to driveways for turning movements. [Ord. 00-0096 § 7.]

12.50.150

Interpretation.

The city manager, or his or her designee, is authorized to interpret the city of Kenmore street standards as amended, provide guidelines for their implementation, promulgate rules, and to resolve conflicts or inconsistencies that may arise in their interpretation or application. [Ord. 00-0096 § 8.]

12.50.160

Penalties.

Failure to comply with these standards may result in denial of plan or development permit approval, revocation of prior approvals, legal action for forfeiture of financial guarantee, code enforcement, and/or other penalties as provided by law. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.42.070).]

12.50.170

Severability.

If any part of these standards as established by ordinance shall be found invalid, all other parts shall remain in effect. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.42.080).]

12.50.180

Effective date.

The ordinance codified in this chapter shall take effect 30 days from its enactment. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.42.090).]

Chapter 12.55

UTILITIES ON CITY RIGHTS-OF-WAY

Sections:

- 12.55.010 Purpose.
- 12.55.020 Construction permit – Required.
- 12.55.030 Construction permit – Application – Generally.
- 12.55.040 Construction permit – Application – Fees.
- 12.55.050 Inspection fee.
- 12.55.060 Construction permit – Application – Review.
- 12.55.070 Emergency construction permits – Unfranchised utilities.
- 12.55.080 Policy on accommodation of utilities.
- 12.55.090 Coordination of right-of-way construction.
- 12.55.100 Performance guarantee required.
- 12.55.110 Construction permit – Form.
- 12.55.120 Notification by permittee of construction commenced.
- 12.55.130 Enforcement.
- 12.55.140 Severability.

12.55.010

Purpose.

The purpose of this chapter is to regulate the granting of right-of-way construction permits and to ensure that utility construction work undertaken pursuant to such permits is consistent with the applicant's right-of-way franchise from the city, the applicable district comprehensive plan, the critical areas code, the city comprehensive plan, sound engineering and design standards, health and

sanitation regulations, and city standards for water mains and fire hydrants. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.010).]

12.55.020

Construction permit – Required.

A. All construction work performed by franchised utilities, telephone and telegraph companies and within city of Kenmore right-of-way shall require a right-of-way construction permit to be issued by the city of Kenmore; provided, that construction work undertaken by the city of Kenmore or under contract to the city of Kenmore or requested by the city of Kenmore due to new construction shall be exempted from this requirement. Construction work shall include but not be limited to the construction and maintenance of waterlines, gas pipes, sewer lines, petroleum pipelines, telephone, telegraph and electric lines, cable TV and petroleum products and any other such public and private utilities.

B. The city of Kenmore, during the construction of capital improvement projects, shall install vacant conduit reserved for the future installation of fiber optic cable in accordance with the city of Kenmore's I-net and wide area network plans; all capital improvement projects not requiring trenching or modification to the subgrade, such as overlays and shoulder widening, shall be exempted from this requirement. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.020).]

12.55.030

Construction permit – Application – Generally.

Applications for all right-of-way construction permits shall be submitted, in writing, to the city of Kenmore. The application shall contain whatever information, including plans and specifications, which the city of Kenmore shall require. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.030).]

12.55.040

Construction permit – Application – Fees.

Each application requires a fee, imposed by the city council by resolution, payable to the city of Kenmore for the administrative costs and expenses of processing the application. These fees shall be equal to the administrative costs of approving the permit, including but not limited to preparing the permit, review, processing, coordinating review with other departments, preparing environmental documents, etc.

12.55.050

Inspection fee.

A. The permittee shall pay an inspection fee at the rate imposed by the city council by resolution per hour of utility inspection to the department. The fees are in addition to any other city fees and are nonrefundable.

B. The fees shall be collected in accordance with administrative procedures developed by the department. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 02-0139 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.045).]

12.55.060

Construction permit – Application – Review.

A. The department shall coordinate the review by all departments of right-of-way construction permit applications and shall determine whether the proposed construction is consistent with the applicant's right-of-way franchise from the city.

B. The department shall review and evaluate applications in respect to the hazard and risk of the proposed construction, location of the proposed construction in relation to other utilities in the right-of-way and the adequacy of the engineering and design of the proposed construction.

C. The department shall review and evaluate all applications for right-of-way construction permits for sewer and water main extensions to determine whether the proposed construction is consistent with the sewer or water comprehensive plan approved by the city council. If the facility is not consistent with an approved comprehensive plan, then the construction permit shall not be issued. Applications for those water utilities with Group A non-expanding public water systems that are not required to prepare comprehensive plans for approval by the city council shall be approved if all other conditions of this chapter are met. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.050).]

12.55.070

Emergency construction permits – Unfranchised utilities.

A. The city of Kenmore may issue right-of-way construction permits to unfranchised utilities under the following circumstances:

1. When the Seattle-King County department of public health has determined that the proposed work is necessary to address a public health hazard; or
2. When the city manager has determined that the proposed work is necessary to address actual or imminent damage to city right-of-way or to address hazards to users of city right-of-way.

12.55.080

Policy on accommodation of utilities.

A. Adoption. “King County Regulations for Accommodation of Utilities on County Road Rights-of-Way, 1997”, or as later amended, is hereby approved and adopted as the city of Kenmore policy for utility installation and maintenance operations within the city of Kenmore street rights-of-way. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.060).]

12.55.090

Coordination of right-of-way construction.

A. The applicant, at the time of submitting an application for a right-of-way construction permit, shall notify all other public and private utility entities known to be using or proposing to use the same right-of-way of the applicant's proposed construction and the proposed timing of such construction. Any such entity notified may, within seven days of such notification, request a delay in the commencement of such proposed construction for the purpose of coordinating other right-of-way construction with that proposed by the applicant.

B. The city of Kenmore shall also coordinate the approval of right-of-way construction permits with city street improvements and maintenance and may delay the commencement date for the applicant's right-of-way construction for 90 days or less, except in the case of emergencies, if it finds that such delay will reduce the inconvenience to city street users from construction activities, if it finds that such delay will not create undue economic hardship on the applicant, or if it finds that such delay will allow the city to install conduit for future installation of fiber optic cable.

C. The city of Kenmore shall inform the Washington State Department of Transportation of all right-of-way construction permits issued within the SR 522 right of way or within one city block.

D. The city of Kenmore shall review all right-of-way construction permit applications for projects 1,000 feet or longer to determine, within 15 working days, whether the installation of conduit may be needed for the future installation of fiber optic cable to connect city or other public facilities. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.070).]

12.55.100

Performance guarantee required.

Prior to final approval of all right-of-way construction permits, the department shall determine the amount of the performance guarantee necessary to assure compliance with the approved construction plans, applicable state and local health and sanitation regulations, city standards and to

assure proper restoration of the street and the health and safety of the users of the street. If required, the applicant shall submit the financial guarantee consistent with the provisions of KMC Title 21. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.080).]

12.55.110

Construction permit – Form.

The right-of-way construction permit granted shall be in a form approved by and be made subject to all reasonable and necessary terms and conditions imposed by the department. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.090).]

12.55.120

Notification by permittee of construction commenced.

The permittee is required to give oral or written notice of the date construction will begin to the following agencies: department for all right-of-way construction, Seattle-King County department of public health for construction of waterworks (except for domestic service connections), city of Kenmore fire marshal for waterworks. Failure to give such notice is grounds for the revocation or suspension of the construction permit. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.100).]

12.55.130

Enforcement.

The city manager and the director of the Seattle-King County department of public health are authorized to enforce the provisions of this chapter, the ordinances codified in it, and any rules and regulations adopted hereunder pursuant to the enforcement and penalty provisions of Chapter 1.20 KMC. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.110).]

12.55.140

Severability.

If any provision of this chapter or its application to any person or circumstance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this chapter. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.120).]

CITY OF KENMORE, WASHINGTON			
AGENDA BILL SUMMARY			
AGENDA TITLE			MEETING DATE
Authorize the City Manager to sign an agreement with Universal Field Services for right of way and property acquisition services in the amount of \$100,000.			May 23, 2011
DEPARTMENT	DIRECTOR	CONTACT PERSON	PHONE
Engineering	Ron Loewen	Ron Loewen	425 398 8900
COST OF PROPOSAL: <u>Staff Costs:</u> Preparing Agenda Bill 3 hours <u>Contract Services:</u> Acquisition Services: \$100,000		ACCOUNT NUMBER: Various	
AMOUNT BUDGETED: \$100,000		NAME AND FUND #: Arterial Street Fund Surface Water Fund Capital Improvement Fund	
ATTACHMENT(S) TO AGENDA PACKET ITEM: • Universal Field Services Agreement			
SUMMARY STATEMENT: The City requires the acquisition of right of way or property as part of several capital projects over the next 2 years. This is a service requiring specialized knowledge of State and Federal regulations to insure compliance. Additionally quite often negotiations are more successful when conducted by an independent contractor rather than City staff. The City advertised for acquisition services and qualifications from two firms. Universal Field Services has provided acquisition services as part of the SR 522 projects and several other property acquisitions. Based on their excellent service and very competitive pricing they were selected. The projects for which they will be providing services are shown in the table below.			
Project Acquisition Services Table			
CIP Number	Project	Description	
P 9	Northshore Summit	Resolve encroachments on park property	
T 12	NE 145 th Street Signal	Acquire retaining wall easement	
T 27	Sidewalk Program	Acquire construction easements	
T 32	61 st Place Landslide Repair	Acquire construction easements	
SW 1	Tributary 0057 Chan. Repair	Acquire drainage and construction easements	
SW 8	61 st Ave NE Sidewalk	Acquire construction easements	
SW 10	Swamp Creek Property Acquisition	Acquire one whole parcel	
SW 19	NE 192 nd St. Culvert Replacement	Acquire drainage and construction easements	
	Misc.	Additional 2 projects as assigned	

The agreement requires a task order for each project with an agreed upon not to exceed budget.		
CONSISTENT WITH OR COMPARISON TO PAST COUNCIL POLICIES, ORDINANCES, DIRECTION: Adopted 2011 - 16 Capital Improvement Plan 2011-12 Adopted Biennial Budget		
RECOMMENDED CITY COUNCIL ACTION/SUGGESTED MOTION: Authorize the City Manager to sign an agreement with Universal Field Services for right of way and property acquisition services in the amount of \$100,000.		
REVIEWED BY FINANCE DIRECTOR: 	REVIEWED BY CITY ATTORNEY:	APPROVED BY CITY MANAGER: 
TODAY'S DATE: May 9, 2011	REVISION DATE(S):	FILE NAME & PATH (HYPERLINK): S:\Contracts\Universal Services\May AGB Agrmt.docx

CONTRACT FOR CONSULTANT SERVICES
Property Acquisition Services
Universal Field Services
Contract No. 11-XXX

This Agreement is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and Universal Field Services, whose principal office is located at 111 Main Street, Suite 105, Edmonds, WA 98020 ("Consultant").

WHEREAS, the City desires to have certain services performed for its citizens; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

1. Scope of Services to be Performed by Consultant. The Consultant shall perform the services described in Exhibit "A" of this Agreement. In performing the services, the Consultant shall comply with all federal, state and local laws and regulations applicable to the services. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation and Method of Payment. The Consultant shall request payment for work performed using the billing invoice form at Exhibit "C."

The City shall pay Consultant:

[Check applicable method of payment]

X According to the rates set forth in Exhibit "B".

X A sum not to exceed \$100,000

 Other (describe): _____

The Consultant shall complete and return to the City Exhibit "D," Tax Identification Number," prior to or along with the first billing invoice. The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on April 20, 2011 and ending December 28, 2012 unless sooner

terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. Ownership and Use of Documents. Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

5. Independent Contractor. The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will be solely responsible for its acts and for the acts of its agents, employees, subconsultants or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties.

6. Indemnification.

A. The Consultant shall protect, defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, suits, losses or liabilities of any nature, including attorneys' fees, arising out of or in connection with the negligent acts or omissions of the Consultant, its officers, employees and agents in performing this Agreement.

B. The City shall protect, defend, indemnify and save harmless the Consultant, its officers, employees and agents from any and all costs, claims, suits, losses or liabilities of any nature, including attorneys' fees, arising out of or in connection with the negligent acts or omissions of the City, its officers, employees and agents in performing this Agreement.

7. Insurance.

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

A. Minimum Scope of Insurance.

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

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

4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance.

Consultant 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, \$1,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions.

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

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.

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

D. Verification of Coverage.

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

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 pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven (7) years after termination of this Agreement, unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW 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 the City during the performance of this Agreement.

10. Termination.

A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven (7) days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be canceled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than fourteen (14) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual

orientation, age, national origin, marital status, or presence of any sensory, mental or physical disability.

12. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

13. Conflict of Interest. The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City.

14. Confidentiality. All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

15. Non-appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

16. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. Contract Management. This Agreement shall be administered by the following individuals:

City of Kenmore: Ron Loewen, City Engineer

Consultant: Mitch Legel, Regional Manager

18. Notices. Notices to the City of Kenmore shall be sent to the following address:

CITY OF KENMORE
City of Kenmore
Attn: Fred Stouder, City Manager
PO Box 82607
Kenmore, WA 98028-0607
(425)398-8900

With copies to:
City of Kenmore
Attn: City Clerk
P.O. Box 82607
Kenmore, WA 98028-0607

Notices to the Consultant shall be sent to the following address:

Universal Field Services
Attn: Mitch Legel
111 Main Street, Suite 105
Edmonds, WA 98020

19. Applicable Law; Venue; Attorneys' 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 exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

20. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

CITY OF KENMORE, WASHINGTON

CONSULTANT

By: _____
Frederick C. Stouder
Title: City Manager

By: _____
Mitch Legel
Title: Region Manager

Date: _____

Date: _____

ATTEST AS TO FORM:

Rod Kaseguma, City Attorney

EXHIBIT A

Scope of Services to be Provided by Consultant. The Consultant shall furnish services including, but not limited to, the following:

RIGHT OF WAY ACQUISITION SERVICES

Provide Real Property acquisition services to acquire entire properties, partial property acquisitions, and/or easements. Acquisition services will be in compliance with CITY approved procedures. Acquisition may require relocation assistance in accordance with CITY approved procedures. The CITY may use various funds for these acquisition services including local funds, County, State or other local agency grants or federal funds.

Projects will be assigned by Task Order with negotiated fees. Specific task order scopes of work will address the following elements:

1. Title/Ownership Review

- At the request from the CITY, obtain three (3) bids from reputable title companies to provide title reports and related escrow services when warranted for each Task Order. Coordinate with the CITY to select the title company that best meets the needs of the CITY.
- Perform review of title reports and other available right of way and ownership information.
- Provide CITY with a parcel summary memo listing ownership, title exceptions, etc. for each parcel.
- Review special exceptions described in each title report to determine each CITY's acceptance of title at closing for each parcel.

2. Preparation and Administration

- Be available to meet in person with the CITY staff to discuss acquisition & relocation progress.
- Provide sample acquisition and relocation documents for CITY's approval and use (i.e. offer letters, deeds, escrow instructions, relocation notices, eligibility letters, etc.). Current forms from the CITY will be used if available.
- Prepare monthly tracking and status report formats and schedule updates.
- Upon receipt of City approved Determinations of Value, prepare parcel files to include fair offer letters and ancillary documents, a standard diary form indicating all contacts with owner(s), and other items necessary for negotiations.
- Attend progress meetings with the CITY as required by the Task Order.

3. Project Funding Estimate (PFE)

It is anticipated projects requiring ROW acquisition services under this agreement will have no federal funds in ROW acquisition, therefore, it is assumed completion of a PFE for any given project is not required at this time. If deemed to be required, a PFE will be prepared per WSDOT guidelines on a task order basis. Subject to discussions between the City and Consultant, all anticipated acquisitions will be individual properties with independent appraisals or low value finding worksheets as discussed below.

4. Appraisal & Appraisal Review (Property Valuation)

Assist with preparation of appraisal reports as required by the Task Order. The City will coordinate and provide appraisal and appraisal review reports with its Appraisal consultant(s). When an appraisal report is provided, Consultant will review the report for accuracy and completeness. Subject to discussions between the City and Consultant, low value finding worksheets also known as Administrative Offer Summary (AOS) worksheets will be prepared in-lieu of Appraisals in accordance with the City's WSDOT approved Right of Way Acquisition procedures. Each task order will outline the required property valuation dependent upon the value and potential impacts to the remainder real property.

5. Acquisition Negotiation

In accordance with CITY procedures, acquire through negotiations, the fee simple real property rights or easements as described in the Task Order. Activities for each property shall include:

- Negotiate with the property owner and/or their representative in accordance with statutory and regulatory requirements, to secure the real property rights.
- Coordinate administrative settlement approvals with the CITY.
- Negotiate as necessary with lien holders, assisting escrow in the closing process.
- Prepare and maintain parcel files to include fair offer letters, documents, a standard diary form indicating all contacts with owner(s), and other items necessary for negotiations.
- Negotiations shall not be deemed to have failed until at least three significant meaningful contacts have been made and documented with each owner and/or their representative to secure agreement for the acquisition through direct personal contacts.
- Out-of-area owner(s) will be contacted by telephone and by certified mail.
- If negotiations reach an impasse, provide CITY with written notification.

6. Relocation

Provide Relocation Assistance and Advisory Services when included in the Task Order in accordance with CITY procedures and under the guidelines of the URA.

Relocation services are generally outlined as follows:

- a. Inform displaced occupants of their potential eligibility and entitlements.
- b. Assist in search of replacement site(s).
- c. Assist displaced occupant(s) in filing relocation claims for payment.
- d. Maintain a current relocation diary on each displacee.
- e. Create and maintain necessary records to support state audit of project.

7. Parcel Closeout – Escrow Closing

- Upon securing required acquisition agreements, coordinate with the CITY and submit the necessary documents and closing instructions to the designated Title/Escrow Company.
- Assist the Title/Escrow company to obtain release documentation from the encumbrance(s) of public record that are not acceptable to the CITY in order to provide clear title to the property being acquired.
- The Escrow Company shall prepare and obtain the owner(s) signature on the necessary closing documents.
- Coordinate signatures on closing documents.
- Coordinate with the Escrow/Title Company in filing documents with King County.
- Deliver completed files to the CITY.

8. Right-of-Way Certification

To the greatest extent possible, all parcel acquisition and relocation files will be prepared to the satisfaction of a WSDOT Right of Way file review to support potential federal funding reimbursement now or in the future.

9. Schedule

Provide a Right of Way Acquisition / Relocation schedule for each task order assignment.

10. Potential Task Order Projects include the following:

CIP Number	Project	Description
P 9	Northshore Summit	Resolve encroachments on park property
T 12	NE 145 th Street Signal	Acquire retaining wall easement
T 27	Sidewalk Program	Acquire construction easements
T 32	61 st Place Landslide Repair	Acquire construction easements
SW 1	Tributary 0057 Chan. Repair	Acquire drainage and construction easements
SW 8	61 st Ave NE Sidewalk	Acquire construction easements
SW 10	Swamp Creek Property Acquisition	Acquire one whole parcel
SW 19	NE 192 nd St. Culvert Replacement	Acquire drainage and construction easements
	Misc.	Additional 2 projects as assigned

City of Kenmore will be responsible for and provide the following:

1. Coordinate with Consultant to designate the Title / Escrow company to be used for this project. Provide direct payment to the Title / Escrow company for the services provided.
2. Right of Way Plans and Drawings, Maps, Exhibits, Right of Way Staking, etc., as necessary.
3. Legal descriptions for all real property rights to be acquired. Total parcel acquisitions – use legal description from title report.
4. Form approval, in electronic format, of all legal conveyance documents prior to use (i.e. offer letters, deeds, easements, escrow instructions, leases, etc.).
5. Approval of all determinations of value established by the project appraisers or preparer of each real property valuation (AOS worksheet), and provide written authorization to Consultant prior to offers being made to property owner(s).
6. Review and approval of all relocation entitlements prior to presentation to the displacees.
7. Payment of any and all compensation payments to property owners, recording fees, relocation payments, legal services and any incidental costs which may arise necessary to complete each transaction.
8. Send introduction letters to property owners as necessary.
9. If available, any pertinent correspondence, contact and diary information with property owners to date.
10. Provide timely requests for information.

EXHIBIT B

Rates for Services to be Provided by Consultant. The Consultant shall furnish the services in accordance with the following rates and reimbursable expenses:

(NEGOTIATED HOURLY RATE)	Hourly Billing Rate	
	Minimum	Maximum
Quality Assurance Coordinator	\$87.89	\$99.88
Project Manager	\$79.90	\$95.88
Senior Acquisition / Relocation Specialist	\$69.92	\$79.90
Acquisition / Relocation Specialist	\$55.53	\$71.91
Project Coordinator/ Senior Administrative Specialist	\$49.94	\$59.93
Administrative Specialist	\$35.96	\$51.94

Mileage:

Mileage to be billed at IRS approved rate based on the Federal Mileage Reimbursement Rate at the time the mileage is incurred.

Other Expenses:

Direct Non-Salary costs will be reimbursed at the actual cost to the Consultant. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, copying, postage, special deliveries, certified mailings and fees of subconsultants. The billing for direct non-salary costs shall include an itemized listing of the charges directly identifiable with the Task Order. The Consultant shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the CITY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

EXHIBIT C
City of Kenmore
Billing Invoice

To: City of Kenmore
6700 NE 181st
PO Box 82607
Kenmore, Washington 98028
Phone: (425) 398-8900
Fax: (425) 481-3236

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Specific Program: _____

Authorized signature

For Department Use Only

BUDGET SUMMARY

Total contract amount	\$ _____
Previous payments	\$ _____
Current request	\$ _____
Balance remaining	\$ _____

Approved for Payment by: _____ Date: _____

EXHIBIT D

CITY OF KENMORE
6700 NE 181st Street
P.O. Box 82607
Kenmore, WA 98028
Phone: (425) 398-8900
Fax: (425) 481-3236

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Kenmore, the must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Kenmore prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

☒ Corporation ☐ Partnership ☐ Government Consultant
☐ Individual/Proprietor ☐ Other (explain)

TIN No.: 73 0676799

Social Security No.: N/A

Print Name: Mitch Legel

Title: Regional Manager

Business Name: Universal Field Services, Inc.

Business Address: 111 Main Street, Suite 105, Edmonds WA. 98020

Business Phone: 425-673-5559

Date

Authorized Signature (Required)

CITY OF KENMORE, WASHINGTON			
AGENDA BILL SUMMARY			
AGENDA TITLE			MEETING DATE
Approve Contract 11-C945 with DBM Contractors, Inc. in the amount of \$201,484 for the construction of the 61 st Place NE retaining wall and appropriate \$467,314 in funds for design and construction of 61 st Place NE Slide Repair Project.			May 23, 2011
DEPARTMENT	DIRECTOR	CONTACT PERSON	PHONE
Engineering	Ron Loewen	Kent Vaughan	425-398-8900
COST OF PROPOSAL: Staff Time to Prepare Agenda Bill: 4 hours <u>Staff (~5%):</u> \$20,000 <u>Design:</u> Expended as of 5/9 HDR, Inc. \$161,182 (\$70,433) Geo Engineers: \$30,000 (\$22,000) DOWL HKM: \$9,500 (\$8,180) DBM Contractors: \$5,000 (\$4,332) <u>Right-of-way:</u> Universal Field Services: \$10,000 (\$0) Compensation: \$10,000 <u>Construction:</u> DBM Contractors: \$201,484 Contingency (10%): <u>\$20,148</u> Total: <u>\$467,314</u>		ACCOUNT NUMBER: 09-00-6353	
AMOUNT BUDGETED: 2011-2016 Capital Improvement Program \$665,500 2011-2012 Biennium Budget \$0		NAME AND FUND #: Arterial Street Fund 0900	
ATTACHMENT(S) TO AGENDA PACKET ITEM: • Agenda Bill dated February 14th, 2011 • Design Contracts 11-C933, 11-C934, 11-C937, and 11-C939 • Soldier Pile Wall Examples: Photos (2) • Final Engineer's Estimate • Final Bid from DBM Contractors Inc. received May 11th, 2011 • Contract 11-C945			
SUMMARY STATEMENT: <u>Background:</u> Since late January 2011, City staff has been working with consultants to complete the design of a soldier pile retaining wall to address the 61 st Place NE landslides that occurred in December 2010 and January 2011. The design consultant team consists of a structural engineer / construction management firm (HDR, Inc.), geotechnical engineer (GeoEngineers, Inc.), land surveyor (DOWL HKM), and right-of-way services consultant (Universal Field Services). On March 18 th , 2011, the City sent a request for bids to five local contractors experienced in wall construction. The request for bids included two preliminary (30%) soldier pile wall design			

concepts, one with permanent timber lagging (between the piles) and one with temporary timber lagging (between the piles) and a concrete fascia exterior.

On March 28th, the City received two preliminary bids on the 30% design submittal. The preliminary bid results are summarized below:

Soldier Pile Wall Concepts (30% design level)	Engineer's Estimate (30% design level)	DBM Contractors, Inc.	NW Cascade, Inc.
w/ Permanent Timber Lagging Only	\$274,871	\$183,786	\$185,596
w/ Temporary Timber Lagging and Concrete Fascia Exterior	\$317,941	\$252,797	\$207,204

Based on the durability and low maintenance costs associated with permanent timber lagging, the City selected the low bid for the permanent timber lagging wall concept and low bid contractor, DBM Contractors, Inc. On April 1st, 2011, the City entered into an agreement with DBM Contractors, Inc. for an amount not to exceed \$5,000 to provide constructability review, attend project team meetings, etc. during the final design phase of the project. Since that time, the City and its design team (including DBM Contractors, Inc.) have met twice to discuss the latest design plans and resolve any potential constructability issues. Based on contractor feedback received at the meetings, the design team revised the plans accordingly.

Discussion: On May 3rd, 2011, the City and its design team (including DBM Contractors, Inc.) met to discuss the 70% plans and specifications. At the conclusion of the meeting, it was determined that the plans needed only minor revisions and were at a sufficient level of detail for DBM Contractors, Inc. to prepare a final bid. On May 11th, 2011, the City received the final bid proposal from DBM Contractors, Inc, summarized below:

Soldier Pile Wall Final Design	Engineer's Estimate	DBM Contractors, Inc.
w/ Permanent Timber Lagging	\$225,162	\$201,484

The final bid came in \$23,678 below the engineer's estimate. The difference between the preliminary 30% bid amount and final bid amount submitted by DBM Contractors, Inc. was primarily attributed to additional bid items included in the bid package, and to a lesser extent, increased material costs.

City staff has reviewed the final bid and have determined it to be responsive. City Staff recommends that City Council approve the contract with DBM Contractors, Inc. in the amount of \$201,484 for the construction of the 61st Place NE retaining wall and appropriate \$467,314 in Real Estate Excise Tax (REET) funds for design and construction of the 61st Place NE Slide Repair Project.

Note: Franchise utilities in the right-of-way will be relocated in May to accommodate the new wall construction. Construction of the retaining wall is scheduled to begin June 6th, 2011 and will take approximately 4 weeks.

CONSISTENT WITH OR COMPARISON TO PAST COUNCIL POLICIES, ORDINANCES, DIRECTION: Kenmore Municipal Code 8.30 and Declaration of Emergency memorandum dated January 27th, 2011.		
RECOMMENDED CITY COUNCIL ACTION/SUGGESTED MOTION: Approve Contract 11-C945 with DBM Contractors, Inc. in the amount of \$201,484 for the construction of the 61st Place NE retaining wall and appropriate \$467,314 in funds for design and construction of 61st Place NE Slide Repair Project.		
REVIEWED BY FINANCE DIRECTOR: 	REVIEWED BY CITY ATTORNEY:	APPROVED BY CITY MANAGER: 
TODAY'S DATE: May 12, 2011	REVISION DATE(S):	FILE NAME & PATH (HYPERLINK): S:\0164 61st Place Slide Repair\Council\May 23, 2011\2011-05-12-AB-61st PL NE Slide Repair Update-RPL.doc

CITY OF KENMORE, WASHINGTON			
AGENDA BILL SUMMARY			
AGENDA TITLE			MEETING DATE
Motion to adopt Resolution 11-187 declaring an emergency for the earth slide in the 15300 block of 61 st Place NE that endangers the public roadway and utilities.			February 14, 2011
DEPARTMENT	DIRECTOR	CONTACT PERSON	PHONE
Engineering	Ron Loewen	Kent Vaughan	425-398-8900
COST OF PROPOSAL: Staff Time to Prepare Agenda Bill: 6 hours Staff: \$ 14,000 - \$ 34,000 Design: \$100,000 - \$ 241,000 Construction: \$468,000 - \$ 844,000 Total: \$582,000 - \$1,119,000		ACCOUNT NUMBER: To be determined	
AMOUNT BUDGETED: None		NAME AND FUND #: Arterial Street Fund 0900	
ATTACHMENT(S) TO AGENDA PACKET ITEM: • Resolution 11-187 • 61st Place NE Landslide Exhibit 1 & 2 • 61st Place NE Photo Exhibit • Declaration of Emergency dated January 27th, 2011			
SUMMARY STATEMENT: During the December 12 th , 2010 winter storm event, a substantial portion of the hillside at 15301 61 st Place NE on the west side of the roadway slid as a result of saturated soils. The slide was approximately 40 feet wide, 20 feet high and debris extended 75 feet down the hillside. The top of the slide at that time was approximately 5 feet (west) behind the back of curb on 61 st Place NE. Immediately south of the slide, there was evidence of soil movement adjacent to the existing house at 15219 61 st Place NE. The City's Geotechnical Consultant, GeoEngineers, visited the site with City Staff and believed the roadway was stable. City Staff was advised to monitor the slide. During the snow / rain event of January 12 th , 2011, an additional small slide occurred and slope conditions further deteriorated. The slide expanded to the curb of the roadway. It was concluded that the slide now endangered the roadway and utilities within the public right-of-way and that immediate action is warranted. Temporary measures have been taken to stabilize the site. Public work crews have covered the hillside in plastic to avoid further surface erosion and have barricaded off half of the street, reducing it to one lane, to keep vehicle loading away from the edge of the slide. 61 st Place NE is built on a compacted fill and is the only access serving 22 homes. The right of way is 50 feet wide and the west right of way margin is 10 feet behind the curb. Within the roadway adjacent to the slide, buried utilities include a 12" stormwater pipe system, natural gas main, telephone service and electrical power line. Across the street, there are water and sanitary sewer lines.			

With site conditions as they exist (20-foot high near vertical slope adjacent to the curb line with saturated ground), the roadway is in serious jeopardy of failing. If additional slides were to occur, the stormwater pipe system, natural gas line and power conduit may be lost. The City Manager has issued an emergency declaration to take immediate action to stabilize the slope and roadway.

City staff has retained a design team to prepare civil plans for the emergency restoration work and will award the construction contract to a contractor experienced with landslide projects. With the declaration of emergency pursuant to State law, the City may enter into contracts and award the project without the normal time consuming bid processes, as required by State Statute. Based on preliminary estimates, the overall restoration project cost ranges from \$582,000 to \$1,119,000. The variability in the numbers is due to the uncertainty of the retaining wall design and length. The project duration is expected to be two to three months. We will request City Council action to appropriate the funds necessary to complete the design and construction of the retaining wall at a later date along with the appropriate budget amendments.

CONSISTENT WITH OR COMPARISON TO PAST COUNCIL POLICIES, ORDINANCES, DIRECTION:

Kenmore Municipal Code 8.30

RECOMMENDED CITY COUNCIL ACTION/SUGGESTED MOTION:

Motion to adopt Resolution 11-187 declaring an emergency for the earth slide in the 15300 block of 61st Place NE that endangers the public roadway and utilities.

REVIEWED BY FINANCE
DIRECTOR:

REVIEWED BY CITY
ATTORNEY:

APPROVED BY CITY MANAGER:

TODAY'S DATE:
January 27, 2011

REVISION DATE(S):

FILE NAME & PATH (HYPERLINK):
S:\0164 61st Place Slide Repair\Council\Feb 14,
2011\2011-01-26-AB-61st PL NE Slide Repair-
Declaration of Emergency.doc

**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 11-187**

**A RESOLUTION OF THE CITY OF KENMORE,
WASHINGTON, DECLARING AN EMERGENCY WITH
REGARDS TO A SLIDE AT 15301 61ST PLACE.**

WHEREAS, 61ST Avenue NE is a public right of way located within the City of Kenmore, Washington; and

WHEREAS, on December 12, 2010 a slide occurred on the west side of the street beginning within street right of way and extending on private property (15301 61st Place NE); and

WHEREAS, an additional slide occurred on January 12, 2011; and

WHEREAS, these slides threaten the stability of the roadway, stormwater facilities, natural gas main, and buried power distribution system; and

WHEREAS, 61st Place NE is the only access to 22 residences; and

WHEREAS, a residence adjacent to the slides is also in jeopardy of being impacted; and

WHEREAS, RCW 39.04.280 and the City's Purchasing Parameters and Policies authorize the City Manager to declare an emergency, waive competitive bidding requirements and award necessary contracts on behalf of the City to address the emergency situation; and

WHEREAS, the City Manager declared an emergency on January 24, 2011 with regards to the slide at 15301 61st Place NE; and

WHEREAS, RCW 39.04.280 and the City's Purchasing Parameters and Policies require the City Council to certify the existence of an emergency after a declaration by the City Manager;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, DOES RESOLVE that, based on the findings in the recitals above, the slides at 15301 61st Place NE constituted an emergency that demanded immediate action to preserve public health, protect life, and public property.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON,
AT A REGULAR MEETING THEREOF THIS 14th DAY OF FEBRUARY 2011.

CITY OF KENMORE

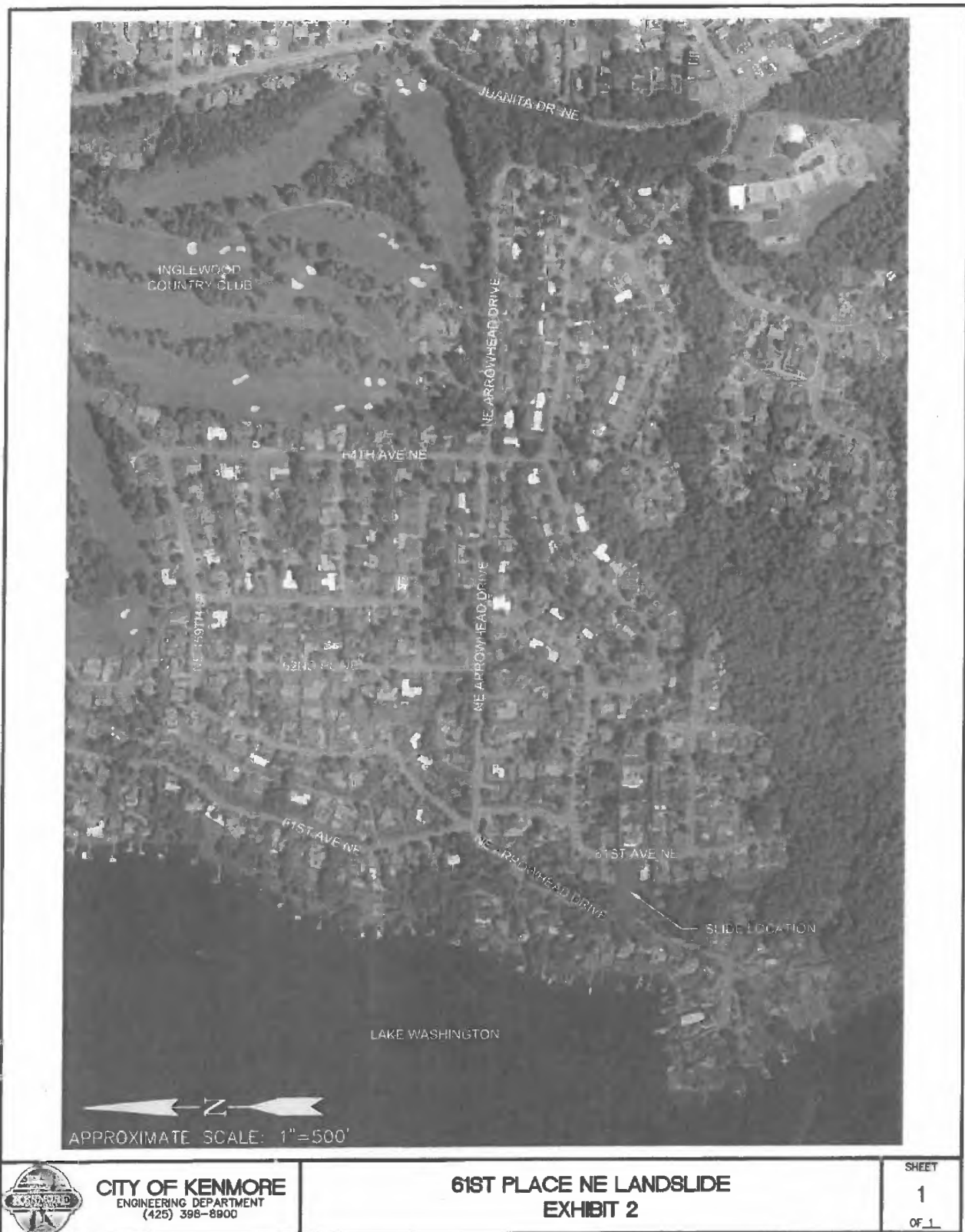
Mayor David Baker

ATTEST/AUTHENTICATED:

Lynn Batchelor, City Clerk

Approved as to form:

Rod Kaseguma, City Attorney



61st Place NE Landslide



Photo #1: 61st Place NE above slide area (facing north)



Photo #2: Top of slide area from 61st Place NE (facing north)

61st Place NE Landslide



Photo #3: Slide area from 15219 NE 61st Place NE (facing north)



Photo #4: Slide area from 15219 NE 61st Place NE (facing north-east)

Page 2 of 5

61st Place NE Landslide



Photo #5: Slide area from 15219 NE 61st Place NE (facing north-east)



Photo #6: Top of slide area from 15219 NE 61st Place NE (facing north-east)

61st Place NE Landslide



Photo #7: Top of slide area from 61st Place NE (facing north-west)



Photo #8: Slide area from NE 61st Place NE (facing south-west)

61st Place NE Landslide



Photo #8: Slide area from NE 61st Place NE (facing west)



City Of Kenmore, Washington

ATTACHMENT

3

MEMORANDUM

DATE: January 27, 2011

TO: Mayor, Members of the City Council

FROM: Fred Stouder, City Manager

COPY

SUBJECT: Declaration of Emergency – Slide at 15301 61st Place NE, Kenmore, WA

I am declaring an emergency effective February 24, 2011 with regards to the recent slide that occurred at 15301 61st Place NE, Kenmore. As we have reported earlier during the December 12, 2010 winter storm, a substantial portion of the hillside at 15301 61st Place NE, on the west side of the roadway, slid down hill as a result of saturated soil. The slide is approximately 40 feet wide, 20 feet high and debris has extended 75 feet down the hill, see attached documents. The top of the original slide was several feet behind the curb. In addition, on the south side of the slide there was evidence of soil movement adjacent to a house. During the runoff of the last snow event, January 12, 2011, there was an additional small slide. The slide is now directly behind the curb and we continue to have some movement of the area adjacent to the house.

The roadway adjacent to the slide is built on a compacted fill and is the only access to 22 homes. The right of way is 50 feet wide and the west right of way margin is 10 feet behind the curb. The slide has affected a portion of the right of way and endangers the roadway. Within the roadway, adjacent to the slide, buried utilities include a 12" stormwater sewer, natural gas main, telephone service and electrical power line. Across the street there are water and sanitary sewer lines. If the slide were to worsen, we would lose a portion of roadway, lose some utilities and have possible impact to the home.

Because of the most recent slide activity, the continued saturated soils in the area and the fact that the roadway is supported by a fill, we need to move expeditiously to resolve this situation. I am therefore declaring an emergency. This will allow staff to proceed with selecting consultants to design a solution to the slide without the typical formal process of requesting statements of qualifications and allow selection of a contractor without formal bidding procedures.

As per City policies, a formal declaration by the City Council will be requested at the February 14th City Council meeting. At that time, we will have a better idea of the potential costs and time frame to complete the improvements.

Attachments

18120 68th Ave NE

PO Box 82607

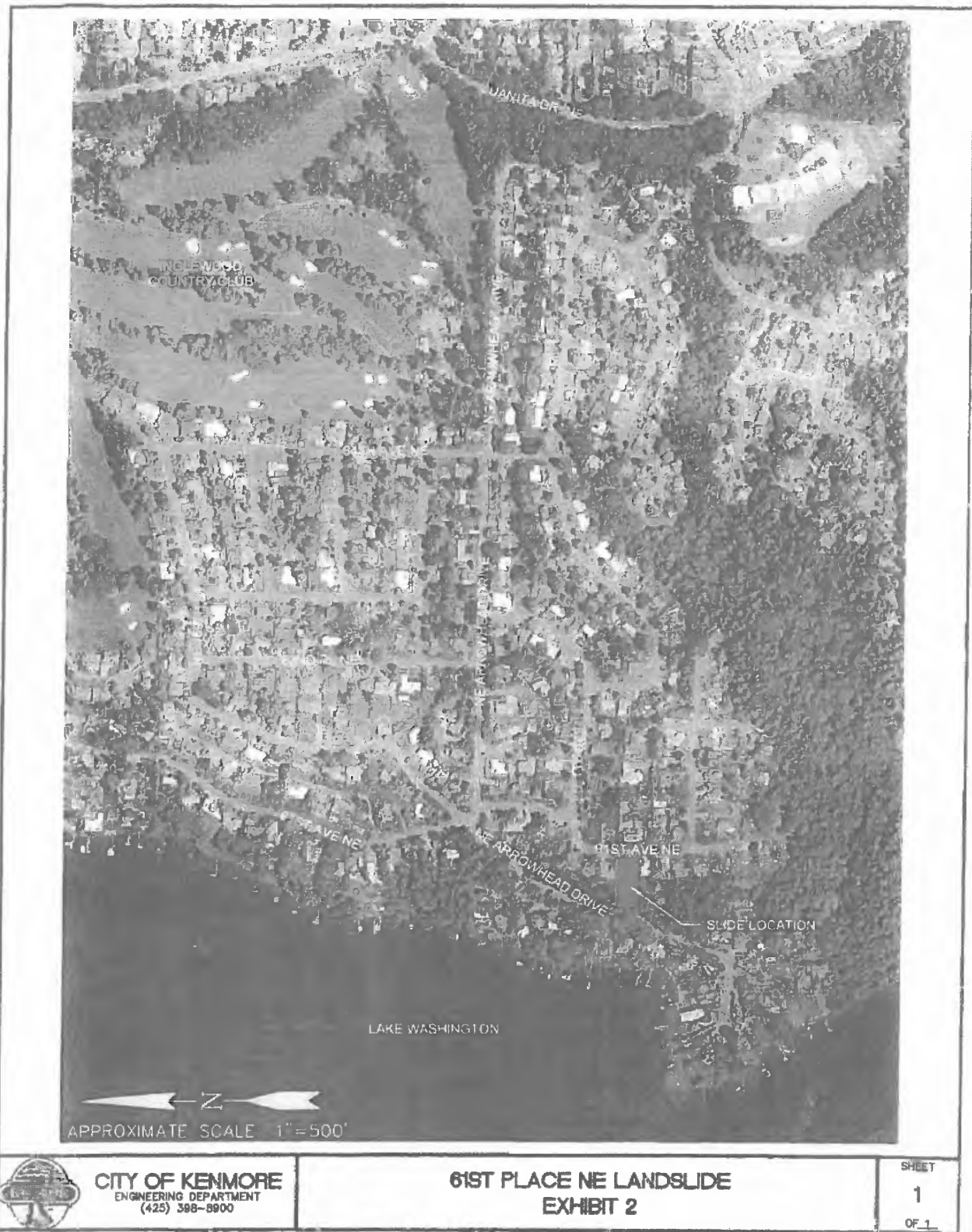
Kenmore, WA 98028

Office: (425) 398-8900

Fax: (425) 481-3236

cityhall@kenmorewa.gov

www.kenmorewa.gov



61st Place NE Landslide



Photo #1: 61st Place NE above slide area (facing north)



Photo #2: Top of slide area from 61st Place NE (facing north)

CONTRACT FOR CONSULTANT SERVICES
Contract No. 11-C933

This Agreement is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and GeoEngineers, Inc. whose principal office is located at 8410 154th Avenue NE, Redmond WA 98052 ("Consultant").

WHEREAS, the City desires to have certain services performed for its citizens; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

1. Scope of Services to be Performed by Consultant. The Consultant shall perform the services described in Exhibit "A" of this Agreement. In performing the services, the Consultant shall comply with all federal, state and local laws and regulations applicable to the services. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation and Method of Payment. The Consultant shall request payment for work performed using the billing invoice form at Exhibit "C."

The City shall pay Consultant:

[Check applicable method of payment]

☒ According to the rates set forth in Exhibit "B".

☒ A sum not to exceed \$23,000

☐ Other (describe): _____

The Consultant shall complete and return to the City Exhibit "D," Tax Identification Number," prior to or along with the first billing invoice. The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on January 24th, 2011 and ending July 1st, 2011 unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. Ownership and Use of Documents. Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

5. Independent Contractor. The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will be solely responsible for its acts and for the acts of its agents, employees, subconsultants or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties.

6. Indemnification.

A. The Consultant shall protect, defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, suits, losses or liabilities of any nature, including attorneys' fees, arising out of or in connection with the negligent acts or omissions of the Consultant, its officers, employees and agents in performing this Agreement.

B. The City shall protect, defend, indemnify and save harmless the Consultant, its officers, employees and agents from any and all costs, claims, suits, losses or liabilities of any nature, including attorneys' fees, arising out of or in connection with the negligent acts or omissions of the City, its officers, employees and agents in performing this Agreement.

7. Insurance.

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

A. Minimum Scope of Insurance.

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

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

4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance.

Consultant 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, \$1,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions.

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

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.

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

D. Verification of Coverage.

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

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 pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven (7) years after termination of this Agreement, unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW 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 the City during the performance of this Agreement.

10. Termination.

A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven (7) days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be canceled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than fourteen (14) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, or presence of any sensory, mental or physical disability.

12. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

13. Conflict of Interest. The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City.

14. Confidentiality. All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

15. Non-appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

16. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. Notices. Notices to the City of Kenmore shall be sent to the following address:

City of Kenmore
Attn: Fred Stouder, City Manager
PO Box 82607
Kenmore, WA 98028-0607
(425)398-8900

With copies to:

City Clerk
City of Kenmore
P.O. Box 82607
Kenmore, Washington 98028-0607

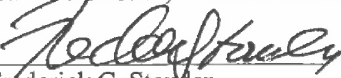
Notices to the Consultant shall be sent to the following address:

Tom Tobin
GeoEngineers, Inc.
8410 154th Avenue NE
Redmond WA 98052

18. Applicable Law; Venue; Attorneys' 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 exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

19. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

CITY OF KENMORE, WASHINGTON

By: 
Frederick C. Stouder

Title: City Manager

Date: 3/1/11

CONSULTANT

By: Thomas A. Tobin

Title: PRINCIPAL

Date: 2/22/11

ATTEST AS TO FORM:


Rod Kaseguma, City Attorney
for

EXHIBIT A

61ST PLACE NE LANDSLIDE REPAIR CONSULTATION CITY OF KENMORE GEOENGINEERS, INC GEI File No. 7457-105-00 Task 1400 SCOPE OF SERVICES

The purpose of GeoEngineers services is to assist the City of Kenmore with stabilization of a landslide to protect 61st Place NE in Kenmore. The landslide is located downslope from the road, mostly on an undeveloped residential lot in the 15200 block of 61st Place NE; on Parcel No. 1426049008. The landslide extends onto the developed lot to the south at 15219 61st Place NE as well as onto the road right-of-way (ROW) of 61st Place NE.

The slide occurred the weekend of December 11/12, 2010. A significant storm occurred over that weekend with rainfall in excess of 4 inches at some locations. We first visited the site on December 13, 2010 with Ron Loewen of Kenmore, and we have visited the site subsequently on several occasions. We have observed that the extent of the landslide has grown laterally and the landslide scarp (top) is currently immediately at the rear side of the concrete curb on the west side of 61st Place NE.

To-date, we have provided initial consultation services regarding repair of this landslide and contact information for contractors who we have worked with on similar repairs in the past. At your request, we will continue our services through design and construction of the repair to protect the road. Our scope for the upcoming services is likely to include the following tasks. It must be recognized that the scope is somewhat uncertain and it may change in response to project needs that are identified during the course of the repair.

Task 1:

Provide an emergency response site visit to help evaluate the risk of the landslide and danger for the residents to remain in the house at 15219 61st Place NE. We subsequently visited the site on several occasions to meet with City representatives, evaluate continued movement of the landslide and to discuss repair alternatives. To-date, these services have resulted in fees of approximately \$3,000.

Task 2:

Provide geotechnical information and recommendations for design of a retaining structure to protect and stabilize the road prism. Based on preliminary discussions, it appears that a soldier pile type retaining wall could be installed fully within the road ROW along the west side of the improved roadway. Depending on the height of the wall, the wall may require ground anchors. This will be determined as part of the design process. The design will be based on existing geotechnical data that we obtained during a past project for Kenmore, and on data from a survey that is currently being completed at the site. We will provide an earth pressure diagram, ground anchor design capacities and recommendations for installation. We will also complete slope stability analyses to help determine the minimum depth of embedment of the soldier piles. We anticipate summarizing the design information in a memorandum. We estimate that our level of effort for this task will be \$10,000.

Task 3:

Provide consultation, attend meetings, complete additional site visits during the pre-construction phase of the project, and help the city during selection of a contractor to complete the wall installation, at the request of City Staff. Our estimate of level of effort for this task is uncertain; we recommend allocating a budget of \$10,000 for this task.

Task 4:

If requested, we will provide services during installation of the wall. These services could be on a consultation basis, as needed; or we could provide full-time observation of the work. Because our construction phase services are currently uncertain, we recommend establishing a budget for this task at a later time.

EXHIBIT B

Consultant will perform the work described in **EXHIBIT A** for a time and materials not to exceed fee of \$23,000.

The professional services listed in Exhibit A will be provided on a time-and expense basis in accordance with the rates described in our attached Schedule of Charges. The services and estimated fees on this project include engineer's time to supervise our field staff and review daily field reports, equipment charges, time and mileage for traveling to the site, staff support, accounting and administration.

The Consultant shall furnish the services in accordance with the following rates:

Schedule of Charges – 2010

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are:

Professional Staff

Staff 1 Scientist/Analyst/Developer	\$ 85/hour
Staff 1 Engineer	\$ 95/hour
Staff 2 Scientist/Analyst/Developer	\$ 105/hour
Staff 2 Engineer	\$ 112/hour
Staff 3 Scientist/Analyst/Developer	\$ 122/hour
Staff 3 Engineer	\$ 128/hour
Scientist/Analyst/Developer 1	\$ 140/hour
Engineer 1	\$ 145/hour
Scientist/Analyst/Developer 2	\$ 145/hour
Engineer 2	\$ 150/hour
Senior Engineer/Scientist/Analyst/Developer 1	\$ 160/hour
Senior Engineer/Scientist/Analyst/Developer 2	\$ 170/hour
Associate	\$ 180/hour
Principal	\$ 200/hour
Senior Principal	\$ 225/hour

Technical Support Staff

Administrator 1	\$ 65/hour
Technician	\$ 65/hour
Administrator 2	\$ 70/hour
CAD Technician	\$ 75/hour
Administrator 3	\$ 75/hour
Senior Technician	\$ 80/hour
CAD Designer	\$ 85/hour
CAD Design Coordinator	\$ 90/hour
Lead Technician	\$ 95/hour

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent in depositions, trial preparation and court or hearing testimony will be billed at one and one-half times the above rates. Time spent after normal working hours, on weekends, or on holidays, at the specific request of Client, will be charged at the above rates plus 25 percent. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule. Rates for data storage and web-based access will be provided on a project-specific basis.

Equipment

Air Quality Equipment, per day	\$	150.00
Air Sparging Field Test, per day	\$	500.00
Asbestos Sample Kit, per day	\$	25.00
Blastmate, per day	\$	100.00
22-foot Sampling and Dive Boat (plus fuel), per day	\$	750.00
Camcorder, per day	\$	50.00
Concrete/Masonry Field Gear, per day	\$	15.00
Crack Gauges, per gauge	\$	25.00
D&M Sampler, per day (1 day min.)	\$	80.00
Data Logger - 8-channel, per day	\$	300.00
Electrical Tape, per day	\$	25.00
Environmental Exploration Equipment, per day	\$	150.00
Flow Meter, per day	\$	40.00
Gas Detection and Oxygen Meters, per day (1 day min.)	\$	100.00
Generator, per day (1 day min.)	\$	100.00
Geotechnical Exploration Equipment, per day	\$	125.00
GPS Unit - Professional Grade, per day	\$	100.00
Groundwater Development and Sampling Pump, per day (1 day min.)	\$	100.00
Groundwater Monitoring Equipment, per day	\$	220.00
Hydrolab Multi Probe, per day	\$	100.00
Interface Probe, per day	\$	50.00
Nuclear Density Gauge, per hour (4 hour daily min.)	\$	10.00
Operations and Maintenance Equipment, per day	\$	250.00
Peristaltic Pump, per day	\$	50.00
pH Meter (per day)	\$	15.00
PID, FID or OVA, per day	\$	100.00
Sampling Van/Trailer, per day	\$	60.00
Saximeter, per day	\$	25.00
Scuba Diving, per day/per diver	\$	250.00
Single Channel Data Logger w/Transducer, per day	\$	100.00
Slope Indicator, per day (1 day min.)	\$	200.00
Soil Samples (in Rings), per sample	\$	5.00
Soil Samples (in Sleeves), per sample	\$	8.00
Spectro Photo Meter, per day	\$	45.00
Stereoscope, per day	\$	20.00
Strain Gauge Readout, per day	\$	40.00
Tedlar Bags & Air Sampling Equipment, per sample	\$	15.00
Turbidity Testing Equipment, per day	\$	30.00
Underwater Camera - Still, per day	\$	50.00
Underwater Camera - Video, per day	\$	150.00
Vapor Extraction Field Test, per day	\$	500.00
Vehicle usage, per mile, or \$50/day, whichever is greater	\$	0.65
Vehicle - 4-wheel drive truck, per day	\$	80.00
Water Quality Equipment, per day	\$	125.00

Specialized and miscellaneous field equipment, at current rates, list available upon request.

OTHER SERVICES, SUPPLIES AND SPECIAL TAXES

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 15 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance which may be required. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

Routinely used field supplies stocked in-house by GeoEngineers, at current rates, list available upon request.

In-house testing for geotechnical soil characteristics at current rates, list available upon request.

Computer hardware and software, telephone and fax communications, printing and photocopying and routine postage via USPS will be charged at a flat rate of 6 percent of labor charges. These charges are labeled as Associated Project Costs (APC).

Per diem may be charged in lieu of subsistence and lodging.

All rates are subject to change upon notification.



EXHIBIT C

City of Kenmore
Billing Invoice

To: City of Kenmore
PO Box 82607
Kenmore, Washington 98028
Phone: (425) 398-8900
Fax: (425) 481-3236

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Specific Program: _____

Authorized signature

For Department Use Only

BUDGET SUMMARY

Total contract amount	\$ _____
Previous payments	\$ _____
Current request	\$ _____
Balance remaining	\$ _____

Approved for Payment by: _____ Date: _____

EXHIBIT D

CITY OF KENMORE
P.O. Box 82607
Kenmore, WA 98028
Phone: (425) 398-8900
Fax: (425) 481-3236

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Kenmore, the must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Kenmore prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

☐ Corporation ☐ Partnership ☐ Government Consultant
☐ Individual/Proprietor ☐ Other (explain)

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)

CONTRACT FOR CONSULTANT SERVICES
Contract No. 11-C934

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and

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☒ According to the rates set forth in Exhibit "B".

☒ A sum not to exceed \$9,500

☐ Other (describe): _____

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terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven (7) days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be canceled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than fourteen (14) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual

orientation, age, national origin, marital status, or presence of any sensory, mental or physical disability.

12. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

13. Conflict of Interest. The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City.

14. Confidentiality. All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

15. Non-appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

16. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. Notices. Notices to the City of Kenmore shall be sent to the following address:

City of Kenmore
Attn: Fred Stouder, City Manager
PO Box 82607
Kenmore, WA 98028-0607
(425)398-8900

With copies to:

City Clerk
City of Kenmore
P.O. Box 82607
Kenmore, Washington 98028-0607

Notices to the Consultant shall be sent to the following address:

Robert Fitzmaurice
Dowl HKM
8420 154th Avenue NE
Redmond WA 98052

18. Applicable Law; Venue; Attorneys' 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 exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

19. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

CITY OF KENMORE, WASHINGTON

By: 
Frederick C. Stouder
Title: City Manager

Date: 2/16/2011

CONSULTANT

By: 
Title: REGIONAL MANAGER

Date: 2/11/11

ATTEST AS TO FORM:

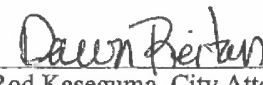

Rod Kaseguma, City Attorney


EXHIBIT A

SCOPE OF SERVICES

It is our understanding that the City of Kenmore, Washington (City) is in need of surveying services for the design of a restoration project for an area in the City of Kenmore which has been subject to a landslide on December 12, 2010. The City has stated in a Request for Qualifications that the landslide jeopardizes a portion of 61st Place NE and an adjacent house located at 15219 61st Place NE.

The majority of the slide area is located on King County Assessor's Parcel No. 1426049008, and comprises 0.41 acres of land. The parcel is bounded on the east by 61st Place NE, and on the west by Arrowhead Drive NE. The parcel is currently owned by Michael Rogers. The site slopes from east to west at a slope of approximately 40%. Through the middle of the parcel, there is a drainage way which collects surface water. This water flows into a storm drainage structure on the west side of the parcel, and then through a pipe into a catch basin on the east side of Arrowhead Drive NE.



The City would like DOWL HKM to perform a Topographic Survey of the parcel (shown in sketch below bounded in blue), together with adjacent properties and streets (shown in sketch below bounded in red). The City would also like DOWL HKM to establish monitoring control to monitor movement of the hillside as well as buildings and structures adjacent to the parcels. The specific tasks for this work are listed below.

Task 1: Topographic Survey

Consultant will perform a topographic survey and prepare base mapping for the site which will include the following.

- Contours, spot elevations and surface features in the potential restoration area including adequate point coverage in the street right-of-way and landslide area (25 feet on both sides of the slide and adjacent house and decks).
- Location of pavement, curb and gutter, sidewalks, structures, and other private utilities, driveways, landscaping, vaults, building footprints, street lights, power poles, large trees (over 6" DBH) and other surface features within the area surveyed.
- Location of existing water utilities, such as water, including water valve rim and nut elevations, water meter locations, hydrants, and water vaults.

- Location of existing sanitary sewer and surface water systems, including rim and invert elevations of sewer manholes, storm drain manholes and catch basins, together with pipe size and type.
- Location of private utility locations including, but not limited to, natural gas, electric power, telecommunications (telephone, fiber optic, cable systems, etc.), Metro sewer, and others within the project area. Information shall be obtained from visible surface locations, existing site plans, as-built mapping, utility location markings from one-call utility locates, and by a professional utility locating service.
- Identification of street centerline and stationing lines for restoration design and construction, together with construction control points.
- Location of site investigations such as soil borings, test pits, and utility potholes.
- AutoCad drawing contours, elevations and dimensions shall be in English units. All surveying shall be tied to Washington State Plane Coordinate System – North Zone (NAD 83/91) horizontal datum, and the North American Vertical Datum of 1988 (NAVD-88) vertical datum.

The deliverable products for Task 1 will include the following:

1. Topographic Survey on 24" x 36" Bond paper.
2. AutoCad files of the survey.

Task 2: Landslide Monitoring

- Consultant will establish monitoring stations over the area of sliding, in addition to points established by the homeowner's surveyor, to monitor the slide. Consultant will establish 9 monitor points within the slide area, an additional 3 points placed below the slide area, an additional 3 points placed in the top of curb along 61st Place NE, and 3 points set on the building to the south. X,Y,Z coordinate values will be established during the initial monitoring setup. A map of the monitor points with respect to the property will be provided, together with an Excel spreadsheet showing the coordinate values of the points.
- Consultant will perform two subsequent monitoring visits to the site, the first visit to be within one week of monitor point establishment, and one visit after construction of the improvements. Consultant will prepare an Excel spreadsheet showing the horizontal and vertical movement of the monitoring points.

The deliverable products for Task 2 will include the following:

1. Map of monitoring points in relation to site property lines on 11" x 17" Bond Paper.
2. Excel spreadsheet on the monitoring results.

We believe we have reasonably described the scope of the services involved. It is always possible, however, for unanticipated conditions to arise during the work that could indicate a change in the scope or budget may be needed. If that should happen, we would discuss it with you at that time and obtain your agreement for an equitable adjustment to our contract. Revisions to work completed or in progress requested by the owner or the owner's agents, through no fault of DOWL HKM, will be considered extra services for which additional compensation is due.

EXHIBIT B

Consultant will perform the work described in **EXHIBIT A** for a time and materials not to exceed fee of \$9,500 (which includes \$500 for reimbursable direct project expenses).

The Consultant shall furnish the services in accordance with the following rates:

EXHIBIT B

Rates for Services

Personnel Rates

Personnel are identified on our invoices by labor category, employee name and billing rate.

Project Manager	\$150/hour
Professional Land Surveyor	\$130/hour
Project Surveyor	\$90/hour
Crew Chief	\$90/hour
Crew Surveyor	\$60/hour
Survey Technician	\$85/hour
Administrative Assistant	\$70/hour

Survey Crew Rates

Survey Crews:	One- person Crew =	\$110/hour
	Two-person Crew =	\$145/hour
	Three-person Crew=	\$190/hour

Notes

1. Straight-time rates are given. Multiply by 1.33 for overtime rates. Overtime rates will be applied to any time over 8 hours per day and on weekends and holidays.
2. Direct reimbursable expenses such as courier services, long-distance telephone calls, reproduction, and subcontracts will be billed at cost plus 15%.

EXHIBIT C

City of Kenmore
Billing Invoice

To: City of Kenmore
PO Box 82607
Kenmore, Washington 98028
Phone: (425) 398-8900
Fax: (425) 481-3236

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Specific Program: _____

Authorized signature

For Department Use Only

BUDGET SUMMARY

Total contract amount	\$ _____
Previous payments	\$ _____
Current request	\$ _____
Balance remaining	\$ _____

Approved for Payment by: _____ Date: _____

EXHIBIT D

CITY OF KENMORE
P.O. Box 82607
Kenmore, WA 98028
Phone: (425) 398-8900
Fax: (425) 481-3236

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Kenmore, the must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Kenmore prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

☐ Corporation ☐ Partnership ☐ Government Consultant
☐ Individual/Proprietor ☐ Other (explain)

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)

CONTRACT FOR CONSULTANT SERVICES
HDR Engineering, Inc.
Structural Engineering Services for 61st Place Slide Emergency Road Repair
Contract No. 11-C937

This Agreement is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and HDR ENGINEERING, Inc., a Nebraska Corporation, licensed to conduct business in the State of Washington with offices located at 500 108th Avenue NE, Bellevue, Washington ("Consultant").

WHEREAS, the City desires to have certain services performed for its citizens;
and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

1. Scope of Services to be Performed by Consultant. The Consultant shall perform the services described in Exhibit "A" of this Agreement. In performing the services, the Consultant shall comply with all federal, state and local laws and regulations applicable to the services. The Consultant shall perform the services diligently and completely and in accordance with professional standards of care used by members of the Consultant's profession under similar circumstances.

2. Compensation and Method of Payment. The Consultant shall request payment for work performed using the billing invoice form at Exhibit "C."

The City shall pay Consultant:

[Check applicable method of payment]

☒ According to the rates set forth in Exhibit "B".

☒ A sum not to exceed \$ 161,182

☐ Other (describe): _____

The Consultant shall complete and return to the City Exhibit "D," Tax Identification Number," prior to or along with the first billing invoice. The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on February 1, 2011 and ending December 1, 2011 unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. Ownership and Use of Documents. Any Deliverables, as defined in the Scope of Services, and prepared or furnished by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not. However, it is agreed by the City that CONSULTANT retains ownership of all concepts, general specifications, methodologies, ideas, trade secrets or other "instruments of service". Nothing in this paragraph shall constitute or be construed to be any representation by the CONSULTANT that the Deliverable(s) is suitable in any way for any other project except the one detailed in this Agreement. Any reuse by the CITY shall be at the CITY's sole risk and without liability or legal exposure to CONSULTANT. The extent of the CITY's ownership of the Deliverable(s) is limited by the confines of this Project. The CONSULTANT does not convey, assign or transfer the intellectual property rights it has in the Deliverable(s) or in the processes that were developed to create the Deliverable(s) so as to limit CONSULTANT's ability or right to develop, design or provide services or deliverables on other projects of or for its other clients.

5. Independent Contractor. The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will be solely responsible for its acts and for the acts of its agents, employees, subconsultants or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties.

6. Indemnification.

A. The Consultant shall protect, defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, suits, losses or liabilities of any nature, including attorneys' fees, arising out of or in connection with the negligent acts or omissions of the Consultant, its officers, employees and agents in performing this Agreement.

B. The City shall protect, defend, indemnify and save harmless the Consultant, its officers, employees and agents from any and all costs, claims, suits, losses or liabilities of any nature, including attorneys' fees, arising out of or in connection with the negligent acts or omissions of the City, its officers, employees and agents in performing this Agreement.

C. Each Party's indemnification and defense obligation shall be limited to the percentage of fault apportioned to each Party by a court of law, arbitrator or by mutual agreement between the parties to this Agreement

D. The duties and obligations of indemnification set forth in this Section shall survive the expiration or termination of this Agreement.

7. Insurance.

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

A. Minimum Scope of Insurance.

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

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

4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance.

Consultant 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, \$1,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Professional Liability policy shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

C. Other Insurance Provisions.

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

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.

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

D. Verification of Coverage.

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

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 pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven (7) years after termination of this Agreement, unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW 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 the City during the performance of this Agreement.

10. Termination.

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A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven (7) days prior written notice. In the event of termination or suspension, all finished or unfinished Deliverables.

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be canceled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than fourteen (14) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, or presence of any sensory, mental or physical disability.

12. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

13. Conflict of Interest. The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City.

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15. Non-appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated.

No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

16. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. Notices. Notices to the City of Kenmore shall be sent to the following address:

City of Kenmore
Attn: Fred Stouder, City Manager
PO Box 82607
Kenmore, Washington 98028-0607
(425)398-8900

With copies to:

City Clerk
City of Kenmore
P.O. Box 82607
Kenmore, Washington 98028-0607

Notices to the Consultant shall be sent to the following address:

David Peters, Northwest Region Manager
500 108th Avenue NE
Bellevue, Washington 98004

18. Applicable Law; Venue; Attorneys' 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 exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

19. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

20. Opinions of Probable Costs: Any opinions of probable project cost or probable construction cost provided by CONSULTANT are made on the basis of information available to CONSULTANT and on the basis of CONSULTANT's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, CONSULTANT does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost CONSULTANT prepares

CITY OF KENMORE, WASHINGTON

By: 
Frederick C. Stouder

Title: City Manager

Date: 3/1/11

CONSULTANT

By: 

Title: Vice President

Date: 3/11/2011

ATTEST AS TO FORM:

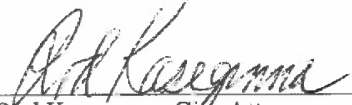

Rod Kaseguma, City Attorney

EXHIBIT A

Scope of Services to be Provided by Consultant. The Consultant shall furnish services including, but not limited to, the following: See Attached

Exhibit A

2/10/2011

City of Kenmore STRUCTURAL CONSULTANT SERVICES NE 61st Place Emergency Roadway Repair SCOPE OF WORK

This Scope of Work includes development of preliminary concept drawings and contract documents for the repair of the roadway at 61st PI NE north of NE 152nd Street. The roadway repairs have become necessary as a result of a landslide caused by severe weather conditions experienced on December 12, 2010.

Hereinafter the City of Kenmore will be referred to as the CITY and HDR, Inc. as the CONSULTANT.

A soldier pile retaining wall will be designed to stabilize the roadway where the landslide has occurred. Preliminary concept drawings will be prepared and submitted to the CITY for purposes of securing preliminary bids from construction contractors. The CITY intends to select a construction contractor based on information received. Final contract documents will be prepared including consultation with the selected construction contractor. This scope assumes that the CONSULTANT will provide support to the CITY who will obtain necessary project permits.

1.0 PROJECT MANAGEMENT AND COORDINATION

- A. Administration of contract, billing review and invoicing are included under this task.
- B. Cost Reports – Develop and submit a monthly detailed cost report showing hours spent on each major task. These reports shall identify percent of project work completed, and shall include a summary of work accomplished. Any additional work approved by the CITY during the course of this task order shall be tracked as a separate task in the cost report.
- C. Property Owner Project Meetings – Attendance at two (2) project meetings with property owners, one during preliminary design and one during final design phase. CONSULTANT is responsible for preparation of drawings/sketches to illustrate proposed improvements.
- D. Coordination and communication with the City and proposed construction contractor.

1 of 7

-
- E. Coordination with the Geotechnical Engineer. Meeting and communication with Geotechnical engineer. Review of geotechnical information and recommendations.
 - F. Coordination with utilities shall be led by the CITY with participation by the CONSULTANT

Deliverables:

CONSULTANT shall provide one hard copy of the following:

- Monthly Cost Reports
- Monthly Invoice including Design Schedule/Task sequencing

2.0 30% Plans

Prepare 30% plans in sufficient detail to allow construction contractors to provide the CITY with preliminary bids. The 30% plans will include scope and extent of facility to stabilize the roadway. They will note intended utility and roadway restoration work. The 30% plans will be transmitted to the City within 2 weeks of receiving the base maps and appropriate geotechnical information.

A soldier pile wall will be used to retain and support the soils under the 61st Place NE roadway. The soldier pile wall shall be located approximately 5 to 10 feet from the existing curb line. The plan length of the soldier pile wall is approximately 110 feet. The approximate maximum height of the wall is 25 feet. Metal guardrail is anticipated to be installed between the wall and back of curb.

Two concepts will be considered for the soldier pile wall lagging: 1) Treated Timber Lagging 2) 14"-thick cast-in-place concrete fascia panels which are anticipated to be similar to details shown in the WSDOT *Bridge Design Manual* (September 2010), Appendix 8.1-A3-5. Single or double rows of tiebacks are anticipated to allow use of economical structural steel pile sections. The wall shall be designed based on the AASHTO *Standard Specifications for Highway Bridges*, 17th Edition (2002).

The CITY shall obtain permits for the project. CONSULTANT shall assist by furnishing 30% plan sheets that serve as exhibits for permits.

Other issues to be addressed in the 30% plans include:

- Extent of curb and gutter restoration
- Impact to the deck and stairs adjacent to the slide
- Discharge of storm and ground water at the toe of the wall
- Accommodation of utilities between the wall and curb
- Accommodation of utilities to the residence adjacent to the slide
- The length of wall to be installed

Potential optional issues to be addressed in the 30% plans with Management Reserve

- Extent of removal of debris left from slide down slope from the roadway

It is assumed that temporary easements will be available from the three adjacent property owners for construction and will be obtained by the CITY.

The 30% plans will be used to request estimates from three (3) contractors for the purposes of selecting a contractor. The selected contractor will participate in the preparation of the next submittal of design plans and specifications, attend meetings and review plans, design details, and contract manual. The selected contractor will prepare a bid based on the 100% design and project manual.

Deliverables:

- Electronic copy (pdf) of the 30% plans
- Information memo to contractors
- Plan sheets for permits

3.0 Final Design Contract Documents

CONSULTANT shall prepare final contract plans, specifications, and Engineer's Estimate after the CITY has selected a construction contractor. Any significant structural design changes for the preliminary concept will be considered extra work outside of this scope. For example a type of wall change from a soldier pile wall to a gravity wall would be outside the current scope assumptions. The CONSULTANT will submit 70% drawings within 4 weeks of construction contractor selection. After receiving CITY review comments the CONSULTANT will submit Final contract documents within 3 weeks.

The number of Contract plan sheets, excluding the Symbols & Abbreviations sheet, is estimated to be 8. The final number will be determined during the design review process.

3.1 SCOPE ASSUMPTIONS AND EXCLUSIONS

- The CITY will provide AutoCAD base maps including utilities.
- CITY will provide the CONSULTANT with the existing survey data for project site.
- CITY will furnish AutoCAD files for Cover Sheet, Symbols and Abbreviations plan sheet to be modified for the project.
- CITY will furnish boiler plate, City standard amendments or specifications for the Contract Manual.
- Design work for the existing house (driveway, stair,/walkway and deck) is not included in this scope of work.

-
- The Geotechnical Engineer for the project will perform the geotechnical investigation for the project under separate contract with the City. The CITY will provide geotechnical data necessary for the design of the soldier pile wall, including earth pressure diagrams, allowable pile skin friction, end bearing, and anchor load transfer properties. Geotechnical engineer will be available to the CONSULTANT for coordination, including review of and input to technical specifications, constructability. Geotechnical Engineer will perform global stability analysis of the soil mass that is being retained by the wall.
 - Responses to Comments – CONSULTANT shall review, and provide responses to comments received during the course of this work that are applicable to this scope. The CONSULTANT will meet with the CITY for a review and comment session. Minutes from the meeting will constitute the CITY review comments. Other than the CITY, there are no other agency review comments anticipated. This includes coordination with the CITY to resolve submittal comments, and incorporating resolved comments into project documents. The CITY will be responsible for the collecting of comments from CITY staff and other agencies (if applicable), resolving conflicting comments, and submitting one set of consolidated comments to the CONSULTANT for each submittal.
 - Contract Drawings – Contract drawings will be completed using AutoCAD. The CONSULTANT will submit the following:
 - 70% Submittal: Five (5) half-size plan sets, one (1) electronic PDF of entire plan set.
 - 100% Contract Documents: One (1) stamped and sealed full-size set of plans, one (1) electronic PDF of plan set.
 - Contract documents will also include: one (1) electronic copy of Contract Manual; one (1) electronic copy of the Engineer's Estimate
 - The City will provide review comments on the 30% and 70% plan sets. No review comments, other than for the correction of errors, are envisioned on the 100% plan set.

Deliverables:

- 70% Submittal
- 100% Contract Documents
- Bid Package
- Contract Manual
- Engineers Estimate
- Copies of all calculations used to design the wall
- Copies of quantity calculations used to prepare the Engineers Estimate

-
- Copies of sketches and plans used to design the wall but not included in the construction contract documents or permit applications
 - Copies of all photographs taken of the site
 - Copies of all inspection reports prepared during design of the wall
 - Copies of all correspondence with property owners, utilities, contractors, or any other entity or individual

3.2 BID SUPPORT SERVICES

It is assumed that the CONSULTANT will prepare and issue responses for up to eight (8) requests for clarification during the pre-bid period. There will be two prebid periods. One after the 30% submittal to select a contractor and one after the 100% submittal to obtain a final construction bid.

4.0 CONSTRUCTION SUPPORT SERVICES

4.1 CONSTRUCTION MANAGEMENT AND SERVICES

Provide all professional construction management services including field observation, meeting participation, correspondence, submittal review, Contractor RFI responses, project management and coordination of issues with designer and the construction contractor.

Specific tasks include facilitating the preconstruction meeting, prepare notes for all meetings, review and comment on the construction contractor's schedule, provide preconstruction, construction, and post-construction photos; review and comment on construction contractor's traffic control plan, provide daily on-site observation services; prepare one pay estimate; maintain field records as required; coordinate with local utilities as required and identify required testing and coordinate.

Assumptions:

- Assumes 4 weeks of actual construction.
- Public outreach to be handled by CITY.
- Field observation and construction documentation will comply City requirements.
- Assumes that a Geotechnical Engineer will be retained under a separate contract with the CITY for construction issues related to soils as well as tieback installation and testing.

Deliverables:

- Daily reports

-
- Meeting agendas and notes
 - Letters to Contractor as required
 - Change orders with backup if required (assume one change order)
 - Construction documentation per LAG manual or as required by the City
 - Maintain change drawings (red line) on site.
 - Test reports as required
 - Pay Estimate (assume one)
 - Punch List
 - Completion Letter
 - Project photos

4.2 DESIGN ENGINEERING SERVICES

Respond to Requests for Information (RFIs). CONSULTANT will answer questions and provide clarifications of Plans and Contract provisions as requested by the City. It is anticipated that when possible, email and email attachments will be used for correspondence. Responses by CONSULTANT will be incorporated into the Response to Construction Contractor RFIs in a manner determined by the City and CONSULTANT. The CONSULTANT will provide responses within the timeframe required by the Project Manual. The budget provides for review and response to 5 RFI's.

Shop Drawing and Submittal Review. Perform shop drawing and submittal reviews. The CONSULTANT will have a goal of providing responses within 10 working days.

The following submittals are possible, depending on final design decisions:

- 1) Shop Drawings - Structural Steel
 - i) Steel Soldier Piles, including pile splice approval
 - ii) Permanent Ground Anchors (PGAs)
- 2) PGA Grout Mix Design and Procedures for Placing Grout
- 3) Shaft Installation Plan
- 4) PGA System Calculations
- 5) Shop Drawings - PGA System
- 6) PGA System Construction Procedure
- 7) PGA Testing Method
- 8) Ground Anchor Schedule
- 9) Shop Drawings - Ground Anchor Tendon
- 10) Shop Drawings - PGA Corrosion Protection System

-
- 11) Forming plans for concrete fascia panels
 - 12) Mix design for concrete fascia panels
 - 13) For concrete fascia panels, informational copies of supplemental bending diagrams for reinforcing steel

Deliverables:

RFI responses.
Shop drawing and submittal responses.

5.0 *MANAGEMENT RESERVE*

- 5.1 Provide additional design services as directed by the CITY. Written direction must be received for this task. Email will be considered an acceptable form of written direction.

City of Kenmore NE 61st Place - Roadway Repair

Date 10-Feb-10

Task	Description	Sr Project Manager	Sr Structures Engr	Sr CADD Tech	Roadway Engr	Project Administrator	Sr Const Manager	Sr CM Inspector	Total Hours	Total Budget by Task	
1.0	Project Management and Coordination Contract; Project Set Up, Billing, Progress Reports et al Property Owner Meetings Prep and Attend Project Coordination and Communication										
		4	5			16	8		37	\$1,900	
							5		24	\$1,158	
		24	6	6			40		70	\$4,395	
2.0	30% Plans Site Visit Prepare and Submit Concept Drawing.		5						6	\$341	
		3	24	64	40	6	11		149	\$7,495	
3.0	Final Design 70% Structural Final Mechanical Rld Support Services Contract Manual / Specifications QA/QC	8	50	64	16		9		130	\$7,760	
		30	30	30	5		17		105	\$5,414	
		2	8	8			4		32	\$1,900	
		10	2		8		4		26	\$1,413	
		1	16						20	\$1,325	
4.0	Construction Services Ex-Itta Services During Construction Construction Management		82	60			40	160	200	\$5,212	
5.0	Management Reserve Performance Options Tasks as Directed	16	105	229	140	39	15	138	160	503	\$18,184
	Total Hours Billing Rate Total Direct Labor Cost Overhead Rate 162.16% 30% Fixed Fee Total Labor Cost	275.04	205.08	\$49.70	\$93.10	\$44.70	\$55.30	\$60.00	\$38.20		
		\$1,900.50	\$12,176.20	\$15,368.50	\$6,647.00	\$1,924.56	\$755.70	\$10,940.00	\$6,915.30		
		\$2,431.00	\$19,746.74	\$21,688.23	\$10,780.10	\$5,120.76	\$807.67	\$17,320.69	\$11,908.88		
		\$460.24	\$3,832.60	\$4,010.79	\$1,994.10	\$571.28	\$166.05	\$3,304.00	\$2,075.60		
		\$4,285	\$35,579	\$37,062	\$19,421	\$6,623	\$1,617	\$21,905	\$14,070.195		
											\$157,082

\$157.089

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\$1,000

\$4,100

9151.189

EXHIBIT C

City of Kenmore
Billing Invoice

To: City of Kenmore
PO Box 82607
Kenmore, Washington 98028
Phone: (425) 398-8900
Fax: (425) 481-3236

Invoice Number: _____ Date of Invoice: _____

Consultant: _____
Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Specific Program: _____

Authorized signature

For Department Use Only

BUDGET SUMMARY

Total contract amount	\$ _____
Previous payments	\$ _____
Current request	\$ _____
Balance remaining	\$ _____

Approved for Payment by: _____ Date: _____

EXHIBIT D

CITY OF KENMORE
P. O. Box 82607
Kenmore, WA 98028
Phone: (425) 398-8900
Fax: (425) 481-3236

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Kenmore, the must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Kenmore prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

☒ Corporation ☐ Partnership ☐ Government Consultant
☐ Individual/Proprietor ☐ Other (explain)

TIN No.: 470680568

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: HDR Engineering Inc.

Business Address: 500 108th Ave NE Suite 1200 Bellevue, WA 98004-5549

Business Phone: 425-450-6200

3/13/15
Date


Authorized Signature (Required)

CONTRACT FOR CONSULTANT SERVICES
61st Place NE Landslide Repair (Engineering Project No. 0164)
15300 61st Place NE, Kenmore WA, 98028
Contract No. 11-C939

This Agreement is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and DBM Contractors, Inc., whose principal office is located at 1220 So. 356th Street Federal Way, WA 98003 ("Consultant").

WHEREAS, the City desires to have certain services performed for its citizens;
and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

1. Scope of Services to be Performed by Consultant. The Consultant shall perform the services described in Exhibit "A" of this Agreement. In performing the services, the Consultant shall comply with all federal, state and local laws and regulations applicable to the services. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation and Method of Payment. The Consultant shall request payment for work performed using the billing invoice form at Exhibit "C."

The City shall pay Consultant:

[Check applicable method of payment]

☒ According to the rates set forth in Exhibit "B".

☒ A sum not to exceed \$5,000

☐ Other (describe): _____

The Consultant shall complete and return to the City Exhibit "D," Tax Identification Number," prior to or along with the first billing invoice. The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on April 1st, 2011 and ending June 1st, 2011 unless sooner

B:\0164 61ST PLACE SLIDE REPAIR\CONTRACTS\CONTRACTOR\2011-04-01-AGREEMENT-CONTRACT FOR SERVICES-DBM CONTRACTORS INC.-\$5,000.DOCX

-1-

terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. Ownership and Use of Documents. Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

5. Independent Contractor. The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will be solely responsible for its acts and for the acts of its agents, employees, subconsultants or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties.

6. Indemnification.

A. The Consultant shall protect, defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, suits, losses or liabilities of any nature, including attorneys' fees, arising out of or in connection with the negligent acts or omissions of the Consultant, its officers, employees and agents in performing this Agreement.

B. The City shall protect, defend, indemnify and save harmless the Consultant, its officers, employees and agents from any and all costs, claims, suits, losses or liabilities of any nature, including attorneys' fees, arising out of or in connection with the negligent acts or omissions of the City, its officers, employees and agents in performing this Agreement.

7. Insurance.

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

A. Minimum Scope of Insurance.

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

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

4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance.

Consultant 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, \$1,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions.

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

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.

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

D. Verification of Coverage.

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

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 pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven (7) years after termination of this Agreement, unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW 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 the City during the performance of this Agreement.

10. Termination.

A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven (7) days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be canceled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than fourteen (14) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual

orientation, age, national origin, marital status, or presence of any sensory, mental or physical disability.

12. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

13. Conflict of Interest. The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City.

14. Confidentiality. All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

15. Non-appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

16. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. Notices. Notices to the City of Kenmore shall be sent to the following address:

City of Kenmore
Attn: Fred Stouder, City Manager
PO Box 82607
Kenmore, WA 98028-0607
(425)398-8900

With copies to:

City Clerk
City of Kenmore
P.O. Box 82607
Kenmore, Washington 98028-0607

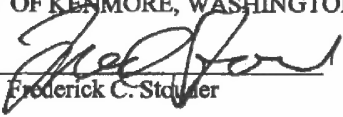
Notices to the Consultant shall be sent to the following address:

DBM Contractors, Inc.
Attn: John Bickford
1220 So. 356th Street
Federal Way, WA 98003

18. Applicable Law; Venue; Attorneys' 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 exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

19. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

CITY OF KENMORE, WASHINGTON

By: 
Frederick C. Stouffer

Title: City Manager

Date: 4/18/11

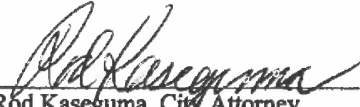
CONSULTANT

By: 
Print Name: Todd Jarvis

Title: CFO

Date: 3/31/11

ATTEST AS TO FORM:


Rod Kaseguma, City Attorney

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**61st Place NE Landslide Repair (Engineering Project No. 0164)
15300 61st Place NE, Kenmore WA, 98028**

EXHIBIT A

Scope of Services to be Provided by Consultant. The Consultant shall furnish services including, but not limited to, the following:

- Participate in meetings with City Staff and Design Team upon request;
- Participate in meetings with City Staff and Property Owners upon request;
- Participate in meetings with City Staff and Public Utilities upon request;
- Correspond with City Staff / Design Team via email / telephone;
- Complete plan reviews for constructability issues and prepare comments in timely manner to meet project schedule;
- Perform site visits upon request;
- Other services as requested.

**61st Place NE Landslide Repair (Engineering Project No. 0164)
15300 61st Place NE, Kenmore WA, 98028**

EXHIBIT B

Rates for Services to be Provided by Consultant. The Consultant shall furnish the services in accordance with the following rates:

Project Manager: \$150 per hour

Design Engineer: \$115 per hour

Mileage Reimbursable at \$0.51 per mile.

**61st Place NE Landslide Repair (Engineering Project No. 0164)
15300 61st Place NE, Kenmore WA, 98028**

EXHIBIT C

City of Kenmore
Billing Invoice

To: City of Kenmore
PO Box 82607
Kenmore, Washington 98028
Phone: (425) 398-8900
Fax: (425) 481-3236

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Specific Program: _____

Authorized signature

For Department Use Only

BUDGET SUMMARY

Total contract amount	\$ _____
Previous payments	\$ _____
Current request	\$ _____
Balance remaining	\$ _____

Approved for Payment by: _____ Date: _____

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**61st Place NE Landslide Repair (Engineering Project No. 0164)
15300 61st Place NE, Kenmore WA, 98028**

EXHIBIT D

CITY OF KENMORE
P.O. Box 82607
Kenmore, WA 98028
Phone: (425) 398-8900
Fax: (425) 481-3236

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Kenmore, the must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Kenmore prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

☐ Corporation ☐ Partnership ☐ Government Consultant
☐ Individual/Proprietor ☐ Other (explain)

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)

S:\0164 61ST PLACE SLIDE REPAIR\CONTRACTS\CONTRACTOR\2011-04-01-AGREEMENT-CONTRACT FOR SERVICES-DBM CONTRACTORS INC.-\$5,000.DOCX

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61st Place NE Slide Repair					
Final Construction Cost Estimate					
Soldier Pile Wall with Permanent Treated Lagging					
	Item	Unit	Quantity	Unit Price	Cost
1	Mobilization	LS	1	\$ 20,977.80	\$ 20,978
2	Contractor Surveying	LS	1	\$ 5,000.00	\$ 5,000
3	Clearing and Grubbing	LS	1	\$ 1,200.00	\$ 1,200
4	Removal of Structures and Obstructions	LS	1	\$ 1,500.00	\$ 1,500
5	Shaft - 2'-0" Diameter	LF	394	\$ 90.00	\$ 35,460
6	Furnishing Soldier Pile - HP12x63	LF	420	\$ 54.00	\$ 22,680
7	Timber Lagging	SF	854	\$ 20.00	\$ 17,080
8	Permanent Ground Anchor	EA	7	\$ 7,000.00	\$ 49,000
9	Gravel Backfill for Walls	CY	45	\$ 72.00	\$ 3,240
10	Potholing	FA	1	\$ 1,000.00	\$ 1,000
11	Cement Concrete Curb and Gutter	LF	113	\$ 35.00	\$ 3,955
12	Planing Bituminous Pavement	SY	230	\$ 25.00	\$ 5,750
13	HMA CL. 1/2 In. PG 64-22	TON	27	\$ 150.00	\$ 4,050
14	Project Temporary Traffic Control	LS	1	\$ 7,000.00	\$ 7,000
15	Silt Fence	LF	90	\$ 10.00	\$ 900
16	Inlet Protection	EA	3	\$ 200.00	\$ 600
17	Erosion/Water Pollution Control	FA	1	\$ 2,000.00	\$ 2,000
18	Street Cleaning	HR	25	\$ 100.00	\$ 2,500
19	Property Restoration	FA	1	\$ 5,000.00	\$ 5,000
20	Chain Link Fence Type 4 Mod.	LF	110	\$ 40.00	\$ 4,400
21	Seeding, Fertilizing, and Mulching	AC	0.25	\$ 10,000.00	\$ 2,500
	Sub Total				\$ 195,793
	Contingency			15%	\$ 29,369
	Total				\$ 225,162

SECTION 3**BID FORM****CITY OF KENMORE - 61ST PLACE NE SLIDE REPAIR**

The work includes clearing and grubbing, curb and gutter removal and reconstruction, clearing and grubbing, grading, construction of a soldier pile retaining wall with treated timber lagging, pavement grinding, and pavement overlay.

1. BID SCHEDULE

Item No.	Items of Work	Bid Quantity	Unit	Unit Prices	Amount
1	Mobilization	1	LS	\$17,500	\$17,500
2	Contractor Surveying	1	LS	\$2,500	\$2,500
3	Clearing and Grubbing	1	LS	\$2,900	\$2,900
4	Removal of Structures and Obstructions	1	LS	\$9,800	\$9,800
5	Shaft - 2'-0" Diameter	394	LF	\$80	\$31,520
6	Furnishing Soldier Pile - HP 12x63	420	LF	\$42	\$17,640
7	Timber Lagging	854	SF	\$21	\$17,934
8	Permanent Ground Anchor	7	EA	\$6,950	\$48,650
9	Gravel Backfill for Walls	45	CY	\$150	\$6,750
10	Earth Retention	1	EA	\$1,000	\$1,000
11	Cement Concrete Curb and Gutter	113	LF	\$75	\$8,475
12	Planing Bituminous Pavement	230	SY	\$18	\$4,140
13	HMA CL. 1/2 In. PG 64-22	27	TON	\$210	\$5,670
14	Project Temporary Traffic Control	1	LS	\$4,900	\$4,900
15	Silt Fence	90	LF	\$7	\$630
16	Inlet Protection	3	EA	\$100	\$300
17	Erosion/Water Pollution Control	1	EA	\$2,000	\$2,000

1/6

18	Street Cleaning	25	HR	\$175	\$4,375
19	Property Restoration	1	FA	\$5,000	\$5,000
20	Chain Link Fence Type 4 Mod.	110	LF	\$40	\$4,400
21	Seeding, Fertilizing, and Mulching	0.25	AC	\$21,600	\$5,400

TOTAL FOR BID SCHEDULE \$ 201,484
(Figures)

TOTAL FOR BID SCHEDULE

Two Hundred and One Thousand Four Hundred and Eighty Four Dollars
(Words)

2/8

2. SALES TAX

The above bid includes State of Washington or local sales tax, pursuant to the requirements of Rules 170 and 171 of the Department of Revenue.

3. RECEIPT OF ADDENDA

Receipt of the following Addenda to the Contract Documents is hereby acknowledged:

Addendum No.	Date of Receipt of Addendum	Signed Acknowledgment
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

4. BIDDER'S ADDRESS

All notices or requests for additional information should be addressed to the undersigned at the address stated below.

5. COMMENCE WORK

If awarded the contract, the undersigned agrees to complete all the work as specified for 61st Place NE Slide Repair within 20 WORKING DAYS after the indicated starting date appearing in an official "Notice to Proceed" issued by the City. **Note:** Substantial completion of the project is identified in Section 1-08.5 of the Standard Provisions.

6. LIQUIDATED DAMAGES

The undersigned fully understands and agrees to the provisions of the Project Manual, and, if awarded the contract, herewith further agrees that the liquidated damages shall be paid per day for each and every working day required beyond the above stated construction time allowed to complete this Project, in accordance with section 1-08.9 of the 2004 WSDOT Standard Specifications, as supplemented by section 1-08.9 of the Special Provisions.

3/8

7. BIDDER'S STATE OF WASHINGTON CONTRACTOR'S REGISTRATION
NUMBER DONALI*331RQ

8. BIDDER'S BUSINESS LICENSE NUMBER 278-049-134

9. BIDDER'S SIGNATURE

By: Todd Jarvis Date: May 5, 2011
(Signature)

Signed By (Printed): Todd Jarvis

Title: Chief Financial Officer

Bidder's Name (Printed): Donald B Murphy Contractors, Inc.

Address: 1220 S 356th St Federal Way, WA 98003

Telephone Number: (253) 838-1402

4/8

SECTION 4

STATEMENT OF BIDDER'S OR SUBCONTRACTOR'S QUALIFICATIONS

1.01 Description. The Statement of Bidder's Qualifications is to be completed by the bidder and provided as part of the bid submission. The Statement of Subcontractor's Qualifications is to be completed for all subcontractors who will subcontract to perform at least twenty-five percent (25%) of the total bid amount and must be submitted as part of the bid submission or within one hour after the published bid time.

1.02 Statement of Bidder's Qualifications Form.

Name of Bidder: Donald B Murphy Contractors, Inc.

Address: 1220 S 356th St Federal Way, WA 98003

Telephone No.: (253) 838-1402

Fax No.: (253) 874-6574

Contact Person/Telephone Number for this Project: John Bickford

Number of years the Contractor has been engaged in the construction business under the present name, as indicated above: 44+ Years

List five major projects of a similar nature that have been completed by the Contractor within the last ten years with the gross dollar amount of each project. At least one of these projects must involve a stream relocation effort.

Project Name	Amount	Client	Phone #
U-230 Sound Transit Station	\$5,850,000	JCM U-Link Joint Venture	Mr. Glen Frank 206-384-4700
Amazon Block 35	\$1,432,600	GLY Construction	Mr. Jim Davis 425-451-8877
Elliott Bay View Apartments	\$224,000	Jody Miller Construction	Mr. Craig Vernon 253-537-6116
Hampton Inn & Suites	\$384,000	Rushforth Construction	Mr. Danny Belcher 253-922-1884
Jewish Family Services Center	\$132,912	Sellen Construction	Mr. Brett Downing 206-682-7770

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Bank References:

Columbia Bank

504 W Meeker St Kent, WA 98032 (253)859-2663

Gary Lindberg – Senior Vice President

List five major pieces of equipment which are anticipated to be used on this project by the Contractor and note which items are owned by the Contractor and which are to be leased or rented from others:

Equipment	Brand / Model	Number / Size	Owned/Rented/Leased
Vertical Drill Rig	IMT AF180	1	Owned
Excavator	CAT315	1	Owned
Anchor Drill Rig	Interoc	1	Owned
Loader	John Deere 544	1	Owned
Skid Steer with Sweeper	CAT305	1	Owned

Have you changed bonding companies within the last three years? If yes, state reason.

No

Have you ever been sued by the client or have you ever sued the client on any public works contract for a special district, municipality, county or state government?

Yes

If so, name the agencies and reasons therefore: In the past 5 years we have sued 2 general contractors for payment. Both cases have been settled. We have not been sued by any clients and we have sued agencies only to foreclose on stop notice claims against contractors.

Status of case or, if completed, disposition of case: Settled

Do you have any outstanding payments due to the Department of Revenue?

No

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Bidder agrees that the City shall retain the right to obtain any and all credit reports?

(X) Todd Jarvis Chief Financial Officer May 5, 2011
Yes Signature Title Date

The undersigned's Washington State Department of Labor & Industries' Workmen's Compensation Account Number is 165-747-007

The undersigned's IRS Employer Identification Number or, if an individual, social security number is 91-0826786

The undersigned has complied with the Washington State Department of Licensing's requirements for bond, proof of insurance, and annual registration fee; and the undersigned's Washington State Department of Licensing's Contractors' Registration Number is DONALI*331RQ

Donald B Murphy Contractors, Inc.
Bidder' Name (Printed)

By: Todd Jarvis Date: May 5, 2011
(Signature)

Please Print Name: Todd Jarvis

Title: Chief Financial Officer

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SECTION 5

LIST OF SUBCONTRACTORS

1.01 Description. The Bidder is required to submit the names of all subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of five percent (5%) or more of the total amount of the Bid, and the names of all subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of HVAC, plumbing and electrical. Refer to the Instructions to Bidders for specific requirements.

1.02 List of Subcontractors Form

Category of Work	Subcontractor's Name	Subcontractor's Address	Attach Statement of Subcontractor's Qualifications
Asphalt Paving	Northshore Paving, Inc.	PO Box 1813 Bothell, WA 98041	To be provided at a later date
Concrete Curb	Salinas Construction, Inc.	7804 40 th Avenue West Mukilteo, WA 98275	To be provided at a later date
Fencing	Owl Fencing, Inc.	2111 Garrett Street Enumclaw, WA 98022	To be provided at a later date
Hydro Seeding	Outwest Landscaping, Inc.	25619 Florence Acres Road, Monroe, WA	To be provided at a later date

Use additional sheets as necessary. The bidder acknowledges that all work not identified above shall be performed by the bidder, and that the bidder must furnish and install, with its own forces, work amounting to at least fifty percent (50%) of the total bid amount for this project.

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SECTION 9

CONTRACT

1.01 Description. The Contract Form is executed after the Notice of Award.

1.02 Contract Agreement Form.

THIS AGREEMENT, made in three (3) copies, each of which shall be deemed original, and entered into as of the date hereinafter affixed, by and between the City, (hereinafter "Contracting Agency"), and **DBM Contractors, Inc.**, (hereinafter "Contractor").

WITNESSETH:

That in consideration of the payments, terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

I. The Contractor shall commence and complete all work and furnish all tools, materials, labor, transportation, supplies and equipment for the "**61st Place NE Slide Repair**" in accordance with and as described in the attached plans and specifications, including Addendum 1, which is by this reference incorporated herein and made a part hereof, and in full compliance with the terms, conditions and stipulations herein set forth and attached, now referred to and by such reference incorporated herein and made part hereof as fully for all purposes as if here set forth at length, and shall perform any alterations in or additions to the work provided under the Contract Documents and every part thereof and any extra work which may be ordered as provided in the Contract Documents and every part thereof.

If said work is not completed within the time specified, the Contractor agrees to pay to the Contracting Agency the sum set forth in WSDOT 2010 Standard Specifications, as supplemented by Section 1-08.9 of the Special Provisions, for each and every day said work remains uncompleted after expiration of the specified time, as liquidated damages. The Contractor shall provide and bear the expense of all equipment, materials, tools, supplies, transportation, work, labor and conveniences and things of every description and any sort whatsoever, that may be required for the transport of materials, and for constructing and completing the work provided for in the Contract Documents and every part thereof and shall guarantee said materials and work for a period of one year after completion of this contract, except such as are mentioned in the specifications to be furnished by the Contracting Agency.

II. The Contracting Agency hereby contracts with the Contractor for the Contractor to provide the materials and to do and cause to be done the above described work, and to complete and finish the same according to the attached plans and specifications and also according to the terms and conditions herein contained, and hereby contracts to pay the Contractor for the same according to the attached specifications and the schedule of prices bid and hereto attached, at the time and in the manner and upon the conditions provided for in the Contract Documents.

III. The Contractor for himself, and for his heirs, executors, administrators, successors, and assigns does hereby agree to the full performance of all covenants, obligations and terms herein contained upon the part of the Contractor.

IV. It is further provided that no liability shall attach to the Contracting Agency, its officers, officials, employees, agents and representatives by reason of entering into this contract, except as expressly provided herein.

Countersigned:

This _____ day of _____, 2011,

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed the day and year first hereinabove written.

City of Kenmore (Contracting Agency)

Attest: _____
Title: _____

By _____
Title: _____

DBM Contractors, Inc.
Contractor (Type Name)

Approved as to form:

Rod P. Kaseguma
Kenmore City Attorney

By: _____
(Signature)

Name (printed) _____

Title _____

Address _____

Telephone No. _____