Next Ord: 1570-07
Next Res: 737-07

MISSION STATEMENT

The mission of the Sedro-Woolley City government is to provide selected services that are not traditionally offered by the private sector. This will be achieved through providing the highest quality services we can within the resources with which we're provided; involving residents in all aspects of planning and operations; serving as a clearinghouse for public information; and operating facilities which meet the legitimate, identified concerns of the residents of and visitors to our community.

We believe in being community-centered, consistently contributing to the quality of life in our area and as fully deserving of the public's trust through the consistent expression of positive values and acceptance of accountability for producing meaningful results.

CITY COUNCIL AGENDA

April 11, 2007
7:00 PM
Sedro-Woolley Community Center
703 Pacific Street

1. Call to Order
2. Pledge of Allegiance
3. Consent Calendar

NOTE: Agenda items on the Consent Calendar are considered routine in nature and may be adopted by the Council by a single motion, unless any Councilmember wishes an item to be removed. The Council on the regular agenda will consider any item so removed after the Consent Calendar.

   a. Minutes from Previous Meeting (Including March 29 & April 3, 2007 Work Sessions)
   b. Finance
      - Claim Vouchers #60004 to #60122 for $180,394.84 (Voided Warrant #60006)
      - Payroll Warrants #39903 to #39997 for $210,331.02
   c. Waiver of Fees - Riverfront Park - Cascade Middle School - June 15, 2007
   d. Waiver of Fees - Memorial Park - SW Alumni Association - May 5, 2007
   e. Waiver of Fees - SW Community Center - WA Old Time Fiddlers - December 1, 2007
   f. Waiver of Fees - Bingham Park - Kris Davis/The3Day.org - June 1 & 2, 2007
   g. Street Closure Request - Loggerodeo - Metcalf Municipal Parking Lot - July 2,3,4, 2007
   h. Resolution - Supporting Funding for PL84-99 Levee and Inspection Program

4. Proclamation - Native Plant Appreciation Week - April 29 - May 5, 2007
5. Public Comment (Please limit your comments to 3-5 minutes)

PUBLIC HEARINGS

UNFINISHED BUSINESS

6. City Hall Update
7. Polte Road *(Report from Council Committee & Staff Re: Status)*
8. Ordinance - Adopting Public Records Act Rules of the City *(2nd Reading)*
9. Low Impact Development *(Clarification of Street Requirements)*

NEW BUSINESS

10. Adoption of the "Optional Municipal Code", RCW 35A *(1st reading)*
11. City Supervisor Position, Ordinance and Contract Amendment
12. City Hall Award of Bid, Budget Amendment & Interim Financing
13. City Hall: Contract with USDA *(late materials)*
14. Consultant Agreement - KPFF- Rhodes Road Arterial Loop Extension between SR-20 and Cook Road

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

EXECUTIVE SESSION/YES

CITY COUNCIL AGENDA
REGULAR MEETING

APR 11 2007

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 13

DATE: April 11, 2007

TO: Mayor Anderson and City Council

FROM: Patsy Nelson, Clerk-Treasurer

SUBJECT: 1) CALL TO ORDER; 2) PLEDGE OF ALLEGIANCE; 3) CONSENT CALENDAR

1. CALL TO ORDER - The Mayor will call the April 11, 2007 Regular Meeting to Order. The Clerk-Treasurer will note those in attendance and those absent.

   ____ Ward 1 Councilmember Ted Meamber

   ____ Ward 2 Councilmember Tony Splane

   ____ Ward 3 Councilmember Louie Requa

   ____ Ward 4 Councilmember Pat Colgan

   ____ Ward 5 Councilmember Hugh Galbraith

   ____ Ward 6 Councilmember Rick Lemley

   ____ At-Large Councilmember Dennis London

2. PLEDGE OF ALLEGIANCE - The Mayor will lead the City Council and citizens in the Pledge of Allegiance to the United States of America.

3. CONSENT CALENDAR - Mayor will ask for Council approval of Consent Calendar items.

CITY COUNCIL AGENDA
REGULAR MEETING

APR 11 2007

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 3a

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
March 28, 2007 – 7:00 P.M. – Community Center

The meeting was called to order at 7:00 P.M.

Pledge of Allegiance

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Ted Meamber, Tony Splane, Louis Requa, Pat Colgan, Rick Lemley and Dennis London. Staff: Clerk/Treasurer Nelson, Attorney Berg, Engineer Blair, Planner Moore and Police Chief Wood.

Consent Calendar

- Minutes from Previous Meeting
- Finance
  - Claim Vouchers #59877 to #60003 for $270,923.09
  - Payroll Warrants #39809 to #39902 for $152,505.15
- Sewer Agreement – North Cascades Gateway Center
- Sewer Service to 8087 Fruitdale Road in UGA
- Waiver of Fees – SW Community Center – Bacus Maintenance Assoc.—June 2, 2007
- Contract Amendment – Lee Johnson & Sons for Riverfront Park Flood Damage Repairs

Councilmember London moved to approve the consent calendar. Seconded by Councilmember Meamber. Motion carried 6-0.

Public Comment

Cory Zymbruski – 16695 Peterson Road, addressed the Council, Mayor and Staff regarding a proposed low impact development. He questioned if Council was going to embrace the idea of low impact development and allow his project to move forward or if it was necessary for them to submit a traditional development plan.

Engineer Blair noted that the Council has in the past been given the opportunity for input and there have been no comments received. He noted he supported low impact development with the exception of the street width.

Attorney Berg cautioned Council that the appropriate review of a project will be conducted which will include decision making by the Council. Berg noted that the question before Council is based on a pre-app review with a potential developer and the Council's comfort level in allowing the Engineer to have some latitude to work with low impact development utilizing his judgment in that capacity.

Council discussion ensued regarding consensus of Council after work session on Low Impact Development, possibility of visiting a completed low impact development site and concern of road width within a low impact development. The Council consensus was that they were not opposed to considerations of low impact development.

Don Bates – 627 Virginia Ave, addressed Council regarding heavy traffic in the vicinity of Virginia Avenue and Dean Drive. He stated he would like to see the traffic slowed down and presented a petition of property owners within the area who feel the same.

Mina Lord – 1238 Independence Blvd., commented on the deplorable state of Township Street.

Engineer Blair stated that the paving is scheduled for April 3rd. The construction company has been waiting for appropriate weather conditions in order to put the final paving on.

PUBLIC HEARINGS

None

UNFINISHED BUSINESS

City Hall Update

Police Chief Wood reported on the progress of the City Hall. He noted that he and Mayor Anderson have completed reference checks on the low bidder, Colacurcio Brothers and have received positive comments from all references. Wood also reported on a meeting that was held with Colacurcio Brothers and Carletti Architects. He noted the meeting was very positive and they are very eager to start construction. Wood stated Colacurcio Brothers are currently completing the Burlington Public Library. Wood reported the street light proposal has been presented to the Planning Commission and the process is still being worked on as well as some parking improvements that are planned prior to the beginning of construction. He noted Munro Street will be blocked off and the contractor will have their equipments and lay down area for the building in that area. Letters have been sent out to residents within the affected area and he also noted he personally contacted people living on Munro Street notifying them of the road closure. The School District has been contacted regarding bussing and he has been working with Loggerodeo on how the construction may affect them. There will be some recommendations brought to Council on changes to help Loggerodeo with their festival.

Attorney Berg reported on the progress of the financing. He noted that tonight was the scheduled night to award the bid but that has been placed on hold until a commitment of funds have been received. He noted that the process has been moving forward but the City got a late start. The USDA representative is working very hard to get the process completed. There may be a need for the Council to hold a special meeting within the

next 7 – 10 days for the purpose of awarding of the bid and to let the contract for both construction and interim financing. Berg noted those steps cannot be taken until the commitment of financing is received. Berg reported that the original bid process indicated that the award of bid was to be accepted by the end of this month. During the recent meeting the situation was discussed and the contractor was very workable with a possible extension. They plan to be mobilizing the day after the pre-construction meeting.

Mayor Anderson noted that there is a scheduled work session that could be utilized for the award of bid if the City has received word by then, otherwise a special meeting will be necessary.

Berg reviewed the process for calling a special meeting. He noted Councilmembers and the press would receive written notice 24 hours in advance.

Interlocal Agreement – Improvments of McGarigle and Fruitdale Roads with Skagit County

Attorney Berg presented background information and stated that nothing has changed since the last meeting other than letters were mailed to residences along the project area. The letter indicated that the City does not know how the project will affect individual property owners because the road has not been designed. Berg noted most of the questions have been questioning the affect of the individual properties. He said the Interlocal is a necessary agreement in order to get the design done.

Jim Johnson – 587 Carter St., noted their home is addressed off Carter but their property aligns McGarigle and did not receive a letter. Johnson also noted two other property owners that did not receive letters with the same alignment. Johnson, a former member of the Planning Commission stated he originally voted for the project and supported it but as others, is wondering how it will affect his property. Johnson expressed concern that widening the street will increase the speed of traffic traveling on McGargile.

Mayor Anderson apologized for the oversight in the mailing.

Kathy Sutton – 1234 McGarigle Road, stated her support for the addition of the sidewalks but expressed concern with the scope of the project. She stated she believes it to be over and above the need for the road not being a main road and the money could be better spent on main roadways. Sutton noted the planter strip to be unnecessary and the width of the sidewalks excessive. She read into the record a letter written by a neighbor who was unable to attend the meeting. The letter conveyed their opposition of the project and the taking of property. Sutton expressed concern that once the process of the project starts the property owners will lose the opportunity for input.

Mayor Anderson noted Council will be holding an open house on the project for citizen input. Councilmember Meamber concurred.

Susie Williams – 1058 Wedmore Pl., agreed with Ms. Sutton's comments noting that most are in agreement with placement of sidewalks but also expressed concern of the scope of the project and the affect on her driveway. She also questioned the effect of the creek, where the 60 feet will be coming from, and the public involvement process. Williams did thank the Mayor and Council for the notification.

Attorney Berg noted the project is about 4-6 months away from having the preliminary design in order to hold an open house. The plan is to be able to put a strip map on a table that will show the street from end to end with the topo work done to show how the street right-of -way falls with existing property lines, structures and trees. Berg noted that because of the grant funding there are certain limitations and requirements for the project.

Nancy Hamiter – 1202 Independence Blvd., stated they were shocked by the letter and had purchased their home because of the rural setting of the area. She questioned the regulations of roadway width and expressed concern of the affect of their property, increase of traffic and encouraged placement of speed bumps. She requested Council to not vote for the project.

Bob Ruby – 310 Cascade Pl., Burlington, McGarigle property owner stated that given where the annexation agreement was he believes the City would be remiss if they did not take advantage of these improvements. Ruby encouraged Council to sign the interlocal agreement in order for the planning to take place and to give the citizens something tangible to review.

Dave Hamiter, expressed concern of the safety issue and the increased width of the street.

Kathy Sutton – again to the podium, questioned the classification of McGarigle being an arterial street and the possibility of utilizing only half of the federal funds for one side of the street.

Council discussion ensued to include sewer availability on McGarigle, current right-of-way width on McGarigle & Fruitdale, acquisition of right-of-way, speeding and the importance of upgrading arterials and sewer.

Councilmember Requa moved to authorize the Mayor to sign the attached Interlocal with Skagit County detailing the terms and conditions of the construction improvements to McGarigle and Fruitdale Roads. Councilmember Colgan seconded.

Discussion ensued regarding the public comment process to include an open house and SEPA process.

Motion carried 6-0.

Mayor Anderson thanked everyone that came out to be involved with the McGarigle/Fruitdale Road project.

Agreement for Conveyance – Hodgin Street Right-of-Way

Attorney Berg reviewed background information and the stipulations for the conveyance agreement. He also thanked Councilmember Requa and his staff for volunteering their time in identifying some incorrect descriptions and determining that something was incorrect in order to have the School District make the necessary corrections.

Councilmember Lemley moved to authorize the Mayor to sign an Agreement for Conveyance of Hodgin Street Right-of-Way with the School District and to accept the conveyance of Hodgin Street. Councilmember Requa seconded. Motion carried 6-0.

Professional Services Agreement – Certified Land Services

Debbie Allen, Wastewater Treatment Plant foreman noted the proposed contract was put in place to help move the sewer project forward and has been interrupted by the Polte Road situation. Allen noted this is work that needs to be done in order to continue moving the sewer moratorium project forward. She questioned the fulfillment of 107 staff hours.

Attorney Berg reviewed a recent meeting with Carol Sanders of Staubach & Company which is the BNSF designated real estate agency. Discussion was held regarding three different options: 1) the potential of acquiring the stretch of the railroad along the West side of Township to 440 feet East of the Center line of Township for the purpose of satisfying the sewer issue; 2) consider a wider purchase to the west to accommodate the potential realignment of Northern and Polte; and 3) to consider taking the right of way from the point of Skagit County owned right-of-way to Metcalf which would solve the sewer issue and allow the City to have additional public open space. Discussion was also held on extending the trail. A formal request will be forwarded to Ms. Sanders who will work with BNSF to explore our request.

Berg also reported on an upcoming meeting to be held on April 10, 2007 with BNSF.

Councilmember Requa expressed concern of timing and an increase in bids a year from now. He also questioned the locate process for going under SR20 and the time frame for the process.

Engineer Blair stated there is currently no method designed at this time.

Discussion ensued to include upsizing, design, specialty consultants, timing and the boring permit process.

Councilmember Requa moved to table the topic to the next Council meeting. Councilmember Splane seconded. Motion carried 6-0.

Update of Chapter 17.40 SWMC – Sign Ordinance (*2nd Reading*)

Planner Moore provided Council with additional background information on Staff and the Planning Commissions proposed revisions to the sign ordinance. He noted there were two topics brought up at the last meeting. First was the reference to scenic views and flashing lights. He stated the verbiage was taken directly out of the state WAC for what is allowed along the highways. Secondly, was the issue of limitations to the use of banners. Moore indicated he did not have anything additional to add however, he believes it would be in the City's best interest to limit the use of banners and to not have signs that have fallen into disrepair.

The topic was for discussion only with Council discussion following. Moore stated that he would be bringing the proposed ordinance for final recommendation and vote to the next Council meeting.

Councilmember Requa moved to table the topic to the April 25, 2007 Council meeting. Seconded by Councilmember Meamber. Motion carried 6-0.

NEW BUSINESS

Ordinance – 2007 Budget Amendment

Clerk/Treasurer Nelson reviewed the proposed amendments to the 2007 Budget. She noted the amendments are due to timing issues and comes in part due to the Auditors change in viewing budget amendments. Past practice has been to do one at the end of the year and now the procedure is necessary prior to spending the money.

Councilmember Meamber moved to approve Ordinance No. 1569-07 An Ordinance Amending Ordinance 1560-06, Adopting the Annual Budget for the City of Sedro-Woolley, Washington, for the Fiscal Year Ending December 31, 2007. Councilmember Splane seconded. Motion carried 6-0.

Bid Award – 2007 CIPP Projects

Engineer Blair reviewed the proposed bids and requested Council authorize the Public Works Director change order and contingency capacity up to $87,000.00.

Councilmember Requa moved to authorize the award of bid and authorize the Mayor to execute a contract agreement with Insituform Technologies, Inc. for the "2007 Cured-In-Place-Pipe Project" in the amount of $112,936.68, including tax and authorize the Public Works Director to approve change orders totaling up to $87,063.32, for a total contract amount of not to exceed $200,000. Councilmember Meamber seconded. Motion carried 6-0.

Proposed Ordinance Addressing Public Records (1st Reading)

Attorney Berg reviewed the proposed ordinance to modify the City's procedure for responding to public records requests. The ordinance is based upon the model rules outlined by Washington's Attorney General in March of last year. The new ordinance will provide clarity to the process of inspecting and copying public records and conforms to the recent changes in the law. It also authorizes the City Attorney or his designee as the public records officer.

Resolution – Skagit River GI Study Project Management Plan (PMP)

Engineer Blair reviewed the proposed resolution regarding the Skagit River Impact Partnership.

Councilmember London moved to adopt Resolution #736-07 A Resolution of the City of Sedro-Woolley, Washington in the Matter of the Hydrology and Hydraulic Models Used to Form the Basis of Study in the Ongoing Skagit River Flood Feasibility General Investigation Study. Seconded by Councilmember Meamber. Motion carried 6-0.

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Councilmember London – questioned if the paving of Township will include Sterling, filling around the manhole covers.

Engineer Blair noted that it would include the completion of Sterling Street.

Councilmember Requa – noted water running at the intersection of Reed Street and Longtime Lane and requested staff look into the source. Requa also questioned some abandoned vehicles in the vicinity of Rita Street and W. Nelson Street.

Councilmember Splane – reviewed a complaint received of junk cars at the corner of Sapp Road and Highway 9.

Councilmember Meamber – questioned the parking on the main street of town for longer than the maximum time limit. He also reported on the progress of the food bank and the new location.

Attorney Berg – discussed the choice of the light standards and choice of the lights to be placed upon the standard as well as maintenance and ownership of lights once installed.

Engineer Blair – discussed the need for a soul source resolution if moving forward with the light standard from American Pole.

Councilmember Requa suggested that property owners be encouraged to put into lease agreements for downtown buildings a clause regarding no parking on the main street by tenants or employees.

Mayor Anderson – reported on the upcoming round about test at the weigh station. He also stated the need for the Parks Committee to meet to discuss use of Hammer Heritage Square and the possible requirement of deposits for use.

Councilmember Meamber moved to adjourn. Seconded by Councilmember Splane. Motion carried.

The meeting adjourned at 9:05 P.M.

CITY COUNCIL AGENDA
REGULAR MEETING

APR 11 2007

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 3a

CITY OF SEDRO-WOOLLEY

Joint Work Session of the City Council and Planning Commission
March 29, 2007 – 7:00 P.M. – Public Safety Building

The Work Session was called to order at 7:00 P.M.

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Meamber, Splane, Requa, Colgan, Lemley and London. Planning Commission: Pat Huggins, Chris Bulcroft, Kevin Loy, Dan Defeber, Susie Williams and Mike Macomber. Staff: Planner Moore, Engineer Blair and Attorney Berg.

- Discussion was held on the rezone process
- A report was presented by the Puget Sound Action Team on Low Impact Development. Hilary Culverwell (hculverwell@psat.wa.gov 360-676-2233) presented the insightful program.
- Code Review Process
- A City Council Executive Session was held for the purpose of land acquisition from 8:40 P.M. to 9:00 P.M. No action was taken.

The Work Session adjourned at 9:00 P.M.

CITY COUNCIL AGENDA
REGULAR MEETING

APR 11 2007

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 3a

CITY OF SEDRO-WOOLLEY

Work Session of the City Council
April 3, 2007 – 7:00 P.M. – Public Safety Building

The Work Session was called to order at 7:00 P.M.

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Ted Meamber, Tony Splane, Louis Requa, Pat Colgan, Rick Lemley and Dennis London. Staff: Engineer Blair, Planner Moore, Attorney Berg, Clerk/Treasurer Nelson, Waste Water Treatment Plant Staff: Debbie Allen, Rob Macready, Stu Earnst and Carrie Crisp.

- Otak Update

Council reviewed 24 financial policies with the opportunity for input and detailed discussion ensued. Otak will do further calculations based upon the discussion held.

- Waste Water Pretreatment Ordinance

A powerpoint presentation was given by the Staff of the Waste Water Treatment Plant which showed photos of normal lines versus plugged lines and lift stations. Discussion was held regarding a future ordinance, education, inspection and enforcement.

- A City Council Executive Session was held for the discussion of real estate at 9:35 P.M. No action taken.

The Work Session adjourned at 9:50 P.M.

CITY COUNCIL AGENDA
REGULAR MEETING

APR 11 2007

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 5b

DATE: April 11, 2007

TO: Mayor Anderson and City Council

FROM: Patsy Nelson, Clerk-Treasurer

SUBJECT: FINANCE - VOUCHERS

Attached you will find the Claim Vouchers proposed for payment for the period ending April 11, 2007.

Motion to approve Claim Vouchers #60004 to #60122 in the amount of $180,394.84. (Voided Warrant #60006)

Motion to approve Payroll Warrants #39903 to #39997 in the amount of $210,331.02.

If you have any comments, questions or concerns, please contact me for information during the working day at 855-1661. This will allow me to look up the invoices that are stored in our office.

CITY OF SEDRO-WOOLLEY

SORTED TRANSACTION WARRANT REGISTER

04/11/2007 (Printed 04/06/2007 08:41)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
60004	SEDRO-WOOLLEY POSTMASTER	POSTAGE	SWR	308.34
		POSTAGE	SAN	308.33
		WARRANT TOTAL		616.67
60005	FIRST AMERICAN TITLE	LAND AQUISITION	ENG	5,000.00
		WARRANT TOTAL		5,000.00
60007	ALLELUJAH BUSINESS SYSTEMS	CITY HALL DESIGN		296.15
		WARRANT TOTAL		296.15
60008	APPLIED INDUSTRIAL TECH	MAINT OF GENERAL EQUIP	SWR	362.86
		WARRANT TOTAL		362.86
60009	A.S.A.P. SIGN & DESIGN	REPAIRS/MAINT-CAMPGROUND	PL	72.16
		SOLIDS HANDLING	SWR	414.72
		WARRANT TOTAL		486.88
60010	ASI	PROFESSIONAL SERVICES	SWR	135.00
		PROFESSIONAL SERVICES	SWR	70.00
		WARRANT TOTAL		205.00
60011	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS	78.03
		AUTO FUEL	PD	1,362.85
		VEHICLE FUEL / DIESEL		618.80
		AUTO FUEL/DIESEL	SWR	290.33
		AUTO FUEL/DIESEL	SAN	1,253.42
		WARRANT TOTAL		3,603.43
60012	AT & T	TELEPHONE	JUD	1.17
		TELEPHONE	FIN	31.66
		TELEPHONE	LGL	28.04
		TELEPHONE	PLN	7.01
		TELEPHONE	ENG	39.73
		TELEPHONE	INSP	11.68
		TELEPHONE	SWR	13.47
		WARRANT TOTAL		132.76
60013	CINGULAR WIRELESS	POSTAGE	PD	777.47
		WARRANT TOTAL		777.47
60014	AUTOMATION, CONTROLS,	PROFESSIONAL SERVICES	SWR	1,424.00
		PROFESSIONAL SERVICES	SWR	890.00
		WARRANT TOTAL		2,314.00
60015	BANK OF AMERICA	MISC-TUITION/REGISTRATION	PLN	35.00
		MISC-TUITION/REGISTRATION	PLN	35.00
		OFF/OPER SUPPS & BOOKS	INSP	201.63
		OPERATING SUPPLIES	PL	58.30
		MEALS / TRAVEL	PL	72.27
		MEALS/TRAVEL	SWR	39.44
		WARRANT TOTAL		441.64

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
60016	BANK OF AMERICA	SUPPLIES & BOOKS	FD	279.25
		ADVERTISING-FIRE PREV/EDUC	FD	69.74
		WARRANT TOTAL		348.99
60017	BAY CITY SUPPLY	OFFICE/OPERATING SUPPLIES	PD	17.77
		OFFICE/OPERATING SUPPLIES	PD	8.67
		OFFICE/OPERATING SUPPLIES	PD	39.98
		OPERATING SUPPLIES	FD	17.76
		OPERATING SUPPLIES	FD	8.67
		OPERATING SUPPLIES	FD	39.98
		OPERATING SUPPLIES	PL	53.27
		OPERATING SUPPLIES	PL	40.03
		CONTAINERS	SAN	784.17
		WARRANT TOTAL		1,010.30
60018	BENSON, JOSH	UNIFORMS/ACCESSORIES	PD	23.24
		WARRANT TOTAL		23.24
60019	BIRCH EQUIPMENT CO INC	RENTAL - EQUIPMENT	PL	63.72
		TRAIL CONSTRUCTION		376.66
		WARRANT TOTAL		440.38
60020	BLUMENTHAL UNIFORM & EQUP	UNIFORMS/ACCESSORIES	PD	85.41
		UNIFORMS/ACCESSORIES	PD	400.87
		WARRANT TOTAL		486.28
60021	CENTRAL WELDING SUPPLY	REPAIRS/MAINT-BUILDING	SAN	142.88
		WARRANT TOTAL		142.88
60022	CHANDLER CONSTRUCTION INC.	TRAINING FACILITIES	FD	650.00
		WARRANT TOTAL		650.00
60023	CINTAS CORPORATION #460	UNIFORMS	FD	67.14
		UNIFORMS	FD	67.14
		WARRANT TOTAL		134.28
60024	CITIES INSURANCE ASSOC.	PROFESSIONAL SERVICES	SAN	890.56
		WARRANT TOTAL		890.56
60025	COLLINS OFFICE SUPPLY,INC	SUPPLIES	JUD	47.47
		WARRANT TOTAL		47.47
60026	COMCAST	COMPUTER NETWORK	CS	68.40
		TELEPHONE	PD	13.30
		TELEPHONE	FD	13.30
		WARRANT TOTAL		95.00
60027	COOK PAGING (WA)	TELEPHONE	FD	6.57
		WARRANT TOTAL		6.57
60028	CORRECTIONAL INDUSTRIES	PROFES. SVCS. REIMBURSE	ENG	33.14
		PROFES. SVCS. REIMBURSE	ENG	6.35

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		39.49
60029	COUNTRYSIDE CHEVROLET	REPAIR & MAINT - AUTO	PD	37.53
		REPAIR & MAINT - AUTO	PD	182.22
		REPAIR & MAINT - AUTO	PD	347.49
		WARRANT TOTAL		567.24
60030	CRAWFORD GARAGE DOORS INC	REPAIRS/MAINT-BUILDING	SAN	1,604.88
		WARRANT TOTAL		1,604.88
60031	DATA BASE RECORDS DESTRUCTION LLC	PROFESSIONAL SERVICES	JUD	38.00
		SUPPLIES	FIN	38.00
		OFFICE/OPERATING SUPPLIES	PD	38.00
		WARRANT TOTAL		114.00
60032	DAY WIRELESS SYSTEMS INC	REPAIRS & MAINTENANCE	PD	148.28
		WARRANT TOTAL		148.28
60033	DESTINATION WIRELESS	OPERATING SUPPLIES	FD	43.18
		NEXTEL CELL PHONES	SAN	16.19
		WARRANT TOTAL		59.37
60034	DIRECT SAFETY COMPANY	SAFETY EQUIPMENT	PL	192.92
		WARRANT TOTAL		192.92
60035	DIVERSINT	COMPUTER NETWORK	CS	301.16
		WARRANT TOTAL		301.16
60036	EMS CONSULTING ENGINEERS LLC	PROFESSIONAL SERVICES	ENG	19,803.74
		PROFES. SVCS. REIMBURSE	ENG	3,801.00
		WARRANT TOTAL		23,604.74
60037	E & E LUMBER	REPAIR & MAINTENANCE	CS	54.40
		OFFICE/OPERATING SUPPLIES	PD	8.62
		OPERATING SUPPLIES	PL	40.34
		OPERATING SUPPLIES	PL	37.98
		OPERATING SUPPLIES	PL	16.80
		SAFETY EQUIPMENT	PL	21.60
		SAFETY EQUIPMENT	PL	102.83
		REPAIRS/MAINT - EQUIP	PL	98.43
		REPAIRS/MAINT-CAMPGROUND	PL	10.13
		REPAIRS/MAINT-CAMPGROUND	PL	6.89
		REPAIRS/MAINT-CAMPGROUND	PL	87.36
		REPAIRS/MAINT-CAMPGROUND	PL	17.05
		REPAIRS/MAINT-CAMPGROUND	PL	8.04
		REPAIRS/MAINT-CAMPGROUND	PL	14.85
		REPAIRS/MAINT-CAMPGROUND	PL	18.88
		REPAIRS/MAINT-CAMPGROUND	PL	6.36
		REPAIRS/MAINT-CAMPGROUND	PL	16.14
		REPAIRS/MAINT-CAMPGROUND	PL	84.60
		MAINTENANCE OF LINES	SWR	10.76
		MAINTENANCE OF LINES	SWR	26.89

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OPERATING SUPPLIES	SWR	17.40
		OPERATING SUPPLIES	SWR	7.73
		OPERATING SUPPLIES	SWR	8.95
		OPERATING SUPPLIES	SWR	26.99
		OPERATING SUPPLIES	SWR	8.10
		OPERATING SUPPLIES	SWR	9.55
		OPERATING SUPPLIES	SWR	2.47
		OPERATING SUPPLIES	SWR	9.18
		REPAIRS/MAINT-BUILDING	SAN	20.35
		REPAIRS/MAINT-BUILDING	SAN	24.35
		REPAIRS/MAINT-BUILDING	SAN	2.02
		REPAIRS/MAINT-BUILDING	SAN	10.49
		WARRANT TOTAL		836.53
60038	E & E LUMBER	VOIDED WARRANT		.00
		WARRANT TOTAL		.00
60039	EDGE ANALYTICAL, INC.	PROFESSIONAL SERVICES	SWR	161.00
		WARRANT TOTAL		161.00
60040	FELLER HEATING & AIR COND	MAINT OF GENERAL EQUIP	SWR	328.83
		WARRANT TOTAL		328.83
60041	FEI #3023	MAINTENANCE OF LINES	SWR	29.57
		WARRANT TOTAL		29.57
60042	FLOYD, WINNIE	OFFICE/OPERATING SUPPLIES	PD	40.49
		WARRANT TOTAL		40.49
60043	GEOTEST SERVICES, INC.	PROFESSIONAL SERVICES	ENG	4,077.50
		WARRANT TOTAL		4,077.50
60044	GEOLINE POSITIONING SYS	REPAIRS/MAINT-STREETS	PL	462.40
		MAINTENANCE OF LINES	SWR	462.40
		WARRANT TOTAL		924.80
60045	GLENN B. ALLEN JEWELERS	SUPPLIES	LGS	6.47
		WARRANT TOTAL		6.47
60046	GRANITE HOLDINGS, LLC	BUILDING RENT - GOLF	PL	200.00
		WARRANT TOTAL		200.00
60047	GREAT AMERICA LEASING COR	EQUIPMENT LEASES	CS	269.89
		EQUIPMENT LEASES	CS	308.99
		WARRANT TOTAL		578.88
60048	GUARDIAN SECURITY	FIRE/THEFT PROTECTION	FD	26.50
		WARRANT TOTAL		26.50
60049	HALLBERG, JEROLDINE	SUPPLIES/BOOKS	PLN	63.00
		WARRANT TOTAL		63.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
60050	HSCB BUSINESS SOLUTIONS	OPERATING SUPPLIES	SAN	3.49
		WARRANT TOTAL		3.49
60051	HSBC BUSINESS SOLUTIONS	OFFICE SUPPLIES	SAN	100.19
		WARRANT TOTAL		100.19
60052	HUMANE SOCIETY OF SKAGIT	HUMANE SOCIETY	PD	750.00
		WARRANT TOTAL		750.00
60053	IDEARC MEDIA CORP.	BOOKS, PERIOD, RECORDS	LIB	51.96
		WARRANT TOTAL		51.96
60054	INFORMATION TODAY INC	BOOKS, PERIOD, RECORDS	LIB	150.00
		WARRANT TOTAL		150.00
60055	INGRAM LIBRARY SERVICES	BOOKS, PERIOD, RECORDS	LIB	20.61
		BOOKS, PERIOD, RECORDS	LIB	5.80
		BOOKS, PERIOD, RECORDS	LIB	22.53
		BOOKS, PERIOD, RECORDS	LIB	15.85
		BOOKS, PERIOD, RECORDS	LIB	23.18
		BOOKS, PERIOD, RECORDS	LIB	33.76
		BOOKS, PERIOD, RECORDS	LIB	38.92
		BOOKS, PERIOD, RECORDS	LIB	36.66
		BOOKS, PERIOD, RECORDS	LIB	18.74
		BOOKS, PERIOD, RECORDS	LIB	10.66
		WARRANT TOTAL		226.71
60056	ISLAND RENTALS INC	REPAIRS/MAINT - EQUIP	PL	14.15
		WARRANT TOTAL		14.15
60057	LAZARON, JOANN	MISC-TUITION/REGISTRATION	PLN	77.33
		TUITION/REGISTRATION	ENG	77.33
		MISC-TUITION/REGISTRATION	INSP	77.33
		WARRANT TOTAL		231.99
60058	L.E.I.R.A.	DUES/SUBSCRIPTIONS	PD	90.00
		WARRANT TOTAL		90.00
60059	LOGGERS AND CONTRACTORS	REPAIRS/MAINT-EQUIP	FD	455.24
		REPAIRS/MAINT-EQUIP	FD	57.15
		REPAIRS/MAINT - EQUIP	PL	515.70
		MAINTENANCE OF LINES	SWR	691.37
		OPERATING SUPPLIES	SWR	192.82
		WARRANT TOTAL		1,912.28
60060	MSB ENTERPRISES INC.	OP. SUPPLIES - GOLF	PL	840.41
		WARRANT TOTAL		840.41
60061	MCNEILL POLYGRAPH & INVES	PROFESSIONAL SERVICES	CIV	150.00
		WARRANT TOTAL		150.00
60062	MILL CREEK MGMT TECH INC	ENGINEERING - SR20 LINE	PWT	542.20

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		542.20
60063	MARTIN MARIETTA MATERIALS	REPAIRS/MAINT-STREETS	PL	1,169.85
		REPAIRS/MAINT-STREETS	PL	983.49
		WARRANT TOTAL		2,153.34
60064	MUNICIPAL EMERGENCY SERVICES, INC.	SMALL TOOLS & MINOR EQUIP	FD	591.58
		WARRANT TOTAL		591.58
60065	MID-AMERICAN RESEARCH CHEM.	MAINT OF GENERAL EQUIP	SWR	134.43
		WARRANT TOTAL		134.43
60066	MORTENSON SIGNS	REPAIRS/MAINT-EQUIP	SAN	200.77
		OPERATING SUPPLIES	SAN	239.76
		WARRANT TOTAL		440.53
60067	MOODY, JEFF	MEALS / TRAVEL	PL	22.00
		WARRANT TOTAL		22.00
60068	MOTOR TRUCKS, INC.	REPAIRS/MAINT-EQUIP	SAN	70.98
		REPAIRS/MAINT-EQUIP	SAN	2,069.45
		REPAIRS/MAINT-EQUIP	SAN	95.25
		REPAIRS/MAINT-EQUIP	SAN	11.83
		WARRANT TOTAL		2,247.51
60069	MT. HOOD CHEMICAL	SOLIDS HANDLING	SWR	5,645.38
		WARRANT TOTAL		5,645.38
60070	NEXTEL COMMUNICATIONS	TELEPHONE	FIN	141.24
		TELEPHONE	LGL	35.30
		TELEPHONE	PLN	70.60
		NEXTEL CELL PHONES		70.60
		TELEPHONE	PD	600.27
		TELEPHONE	FD	355.09
		TELEPHONE	INSP	35.30
		TELEPHONE	PL	529.65
		NEXTEL CELL PHONES		353.00
		NEXTEL CELL PHONES	SAN	338.54
		WARRANT TOTAL		2,529.59
60071	NORTH COAST ELECTRIC CO.	MAINT OF GENERAL EQUIP	SWR	18.84
		MAINT OF GENERAL EQUIP	SWR	148.17
		WARRANT TOTAL		167.01
60072	NORTHWEST CLEAR AIR	TUITION/REGISTRATION	FD	250.00
		WARRANT TOTAL		250.00
60073	OFFICE DEPOT	SUPPLIES	LGS	46.99
		SUPPLIES	LGS	46.98-
		SUPPLIES	LGS	46.98
		SUPPLIES	FIN	162.11
		OPERATING SUPPLIES	CS	87.12

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		SUPPLIES/BOOKS	PLN	120.95
		SUPPLIES	ENG	120.96
		OFFICE/OPERATING SUPPLIES	PD	140.37
		OFFICE SUPPLIES	FD	81.71
		OFF/OPER SUPPS & BOOKS	INSP	120.95
		WARRANT TOTAL		881.16
60074	OFFICE SYSTEMS	OPERATING RENTALS/LEASES	FIN	370.73
		SUPPLIES/BOOKS	PLN	312.47
		SUPPLIES	ENG	312.48
		OFF/OPER SUPPS & BOOKS	INSP	312.48
		WARRANT TOTAL		1,308.16
60075	OLIVER-HAMMER CLOTHES	OPERATING SUPPLIES	CS	161.96
		SAFETY EQUIPMENT	PL	78.82
		CLOTHING	SWR	100.38
		WARRANT TOTAL		341.16
60076	OVERALL LAUNDRY SERV INC	LAUNDRY	CS	27.19
		MEALS / TRAVEL	PL	32.07
		MISC-LAUNDRY	PL	19.60
		MISC-LAUNDRY	PL	19.60
		MISC-LAUNDRY	PL	17.34
		MISC-LAUNDRY	PL	32.07
		LAUNDRY	SWR	23.18
		LAUNDRY	SWR	23.18
		WARRANT TOTAL		194.23
60077	PACIFIC POWER	MAINTENANCE CONTRACTS	SWR	2,847.66
		WARRANT TOTAL		2,847.66
60078	PAT RIMMER TIRE CTR, INC	REPAIR & MAINT - AUTO	PD	715.12
		REPAIR & MAINT - AUTO	PD	511.12
		REPAIRS/MAINT-EQUIP	SAN	173.88
		WARRANT TOTAL		1,400.12
60079	PETERSON, DEBRA	REPAIR/MAINTENANCE-EQUIP	LIB	80.90
		WARRANT TOTAL		80.90
60080	PETTY CASH	SUPPLIES/BOOKS	PLN	4.32
		SUPPLIES	ENG	14.00
		TUITION/REGISTRATION	ENG	4.32
		OFF/OPER SUPPS & BOOKS	INSP	4.31
		MISC-PERMITS & LICENSES	PL	25.75
		OPERATING SUPPLIES	SWR	1.07
		POSTAGE	SWR	10.86
		OPERATING SUPPLIES	SAN	40.00
		OFFICE SUPPLIES	SAN	10.89
		WARRANT TOTAL		115.52
60081	PUBLIC SAFETY TESTING	OFFICE/OPERATING SUPPLIES	PD	150.85
		PUBLIC EDUC. SUPPLIES	PD	52.99

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		203.84
60082	PUGET SOUND ENERGY	PUBLIC UTILITIES	CS	1,090.67
		PUB UTILITIES-MALL	CS	7.23
		PUB UTILITIES-MALL	CS	59.53
		PUBLIC UTILITIES	FD	1,255.43
		PUBLIC UTILITIES	LIB	213.78
		ADVERTISING	HOT	47.52
		PUBLIC UTILITIES	PL	79.48
		PUBLIC UTILITIES	PL	243.79
		PUBLIC UTIL - STREETLIGHTS	PL	76.36
		PUBLIC UTIL - STREETLIGHTS	PL	254.39
		PUBLIC UTIL - CAMPGROUND	PL	609.24
		PUBLIC UTIL - COMM CENTER	PL	155.60
		PUBLIC UTIL - SENIOR CENTER	PL	314.60
		PUBLIC UTIL - TRAIN	PL	100.44
		PUBLIC UTIL - HHS	PL	310.64
		PUBLIC UTILITIES - GOLF	PL	40.83
		PUBLIC UTILITIES	SWR	8,930.77
		PUBLIC UTILITIES	SWR	156.02
		PUBLIC UTILITIES	SAN	219.33
		WARRANT TOTAL		14,165.65
60083	PUGET SOUND LEASING CO. INC	PUBLIC UTILITIES	PL	8.70
		PUBLIC UTIL - CAMPGROUND	PL	16.63
		PUBLIC UTIL - COMM CENTER	PL	32.75
		PUBLIC UTIL - SENIOR CENTER	PL	136.24
		PUBLIC UTILITIES	SWR	150.76
		WARRANT TOTAL		345.08
60084	PURCHASE POWER	POSTAGE	PD	145.03
		POSTAGE	FD	145.03
		WARRANT TOTAL		290.06
60085	R & D SUPPLY, INC.	MAINTENANCE OF LINES	SWR	966.46
		WARRANT TOTAL		966.46
60086	REFLECTIVE APPAREL FACTORY, INC.	SAFETY EQUIPMENT	PL	211.48
		OPERATING SUPPLIES	SAN	211.48
		WARRANT TOTAL		422.96
60087	REICHHARDT & EBE ENG, INC	CONSTRUCTION- METCALF LINE	PWT	1,648.07
		PROF SVS-ENGINEERING	SWR	620.17
		PROF SVS-ENGINEERING	SWR	3,890.75
		WARRANT TOTAL		6,158.99
60088	RINKER MATERIALS	REPAIRS/MAINT-STREETS	PL	239.76
		WARRANT TOTAL		239.76
60089	RINDAL, BOB	CLOTHING	SAN	52.53
		WARRANT TOTAL		52.53

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
60090	ROHLINGER ENTERPRISES, INC.	OPERATING SUPPLIES	SWR	54.58
		WARRANT TOTAL		54.58
60091	ROMANTIC HOMES	BOOKS, PERIOD, RECORDS	LIB	49.95
		WARRANT TOTAL		49.95
60092	ROOTX	MAINTENANCE OF LINES	SWR	232.00
		WARRANT TOTAL		232.00
60093	SCIENTIFIC SUPPLY	OPERATING SUPPLIES	SWR	147.39
		OPERATING SUPPLIES	SWR	73.80
		OPERATING SUPPLIES	SWR	51.78
		WARRANT TOTAL		272.97
60094	SEAWESTERN FIRE FIGHTING EQUIP.	REPAIRS/MAINT-EQUIP	FD	16.32
		WARRANT TOTAL		16.32
60095	SEDRO-WOOLLEY AUTO PARTS	OPERATING SUPPLIES	PL	22.55
		SMALL TOOL & MINOR EQUIP	PL	16.46
		REPAIRS/MAINT - EQUIP	PL	11.21
		REPAIRS/MAINT - EQUIP	PL	3.89
		REPAIRS/MAINT - EQUIP	PL	38.59
		REPAIRS/MAINT - EQUIP	PL	37.76
		OPERATING SUPPLIES	SWR	42.12
		OPERATING SUPPLIES	SWR	3.56
		REPAIRS/MAINT-EQUIP	SAN	9.48
		SMALL TOOLS & MINOR EQUIP	SAN	187.76
		WARRANT TOTAL		373.38
60096	SEDRO-WOOLLEY LOCK & KEY	REPAIR & MAINT - AUTO	PD	32.40
		WARRANT TOTAL		32.40
60097	SEDRO-WOOLLEY SCHOOL DIST	SCHOOL GMA IMPACT FEES		15,950.00
		WARRANT TOTAL		15,950.00
60098	SEDRO-WOOLLEY VOLUNTEER	SALARIES-VOLUNTEERS	FD	12,468.00
		WARRANT TOTAL		12,468.00
60099	SEVEN SISTERS, INC.	BUILDINGS & STRUCTURES	SWR	1,760.82
		PORTABLE EQUIPMENT	SWR	2,807.50
		WARRANT TOTAL		4,568.32
60100	SKAGIT 911	CONTRACTED ENHANCED 911	PD	11,683.10
		CONTRACT SVS-CNTRL DISPATCH	FD	3,403.66
		CONTRACT SVS-CNTRL DISPATCH	FD	2,291.90
		WARRANT TOTAL		17,378.66
60101	SKAGIT COUNTY AUDITOR	ELECTION COSTS	LGS	433.50
		WARRANT TOTAL		433.50
60102	SKAGIT COUNTY SHERIFF	PRISONERS	PD	10,986.90
		WARRANT TOTAL		10,986.90

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
60103	SKAGIT FARMERS SUPPLY	PROPANE	PL	15.57
		PROPANE	PL	16.48
		PROPANE	PL	13.77
		SMALL TOOL & MINOR EQUIP	PL	48.59
		REPAIRS/MAINT - EQUIP	PL	21.58
		WARRANT TOTAL		115.99
60104	SKAGIT HYDRAULICS, INC.	REPAIRS/MAINT-EQUIP	SAN	167.58
		WARRANT TOTAL		167.58
60105	SOLID WASTE SYSTEMS, INC.	CONTAINERS	SAN	3,705.43
		WARRANT TOTAL		3,705.43
60106	STOWES	UNIFORMS/ACCESSORIES	PD	198.24
		WARRANT TOTAL		198.24
60107	TIFFANY, ROBERT L.	PROFESSIONAL SERVICES	JUD	12.17
		PROFESSIONAL SERVICES	FIN	158.08
		PROFESSIONAL SERVICES	LGL	12.16
		PROFESSIONAL SERVICES	PLN	30.43
		PROFESSIONAL SERVICES	ENG	24.32
		PROFESSIONAL SERVICES	PD	243.20
		PROFESSIONAL SERVICES	FD	48.68
		PROFESSIONAL SERVICES	INSP	18.26
		PROFESSIONAL SERVICES	LIB	73.02
		PROFESSIONAL SERVICES	PL	121.60
		PROFESSIONAL SERVICES	SWR	97.28
		PROFESSIONAL SERVICES	SAN	60.80
		WARRANT TOTAL		900.00
60108	THUNDERBIRD LUBRICATIONS	VEHICLE FUEL / DIESEL		531.30
		WARRANT TOTAL		531.30
60109	TREATMENT EQUIPMENT CO.	MAINT OF GENERAL EQUIP	SWR	1,226.50
		WARRANT TOTAL		1,226.50
60110	TRUE VALUE	OPERATING SUPPLIES	FD	60.47
		OPERATING SUPPLIES	FD	60.47-
		OPERATING SUPPLIES	FD	60.47
		OPERATING SUPPLIES	FD	16.19
		OPERATING SUPPLIES	FD	60.47-
		SMALL TOOLS & MINOR EQUIP	FD	38.86
		REPAIRS/MAINT-DORM	FD	2.15
		OPERATING SUPPLIES	PL	28.04
		OPERATING SUPPLIES	PL	35.27
		REPAIRS/MAINT - EQUIP	PL	64.62
		MAINTENANCE OF LINES	SWR	12.95
		MAINTENANCE OF LINES	SWR	7.55
		OPERATING SUPPLIES	SWR	6.24
		OPERATING SUPPLIES	SWR	3.88
		OPERATING SUPPLIES	SWR	11.42
		OPERATING SUPPLIES	SWR	2.59

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OPERATING SUPPLIES	SWR	3.01
		WARRANT TOTAL		232.77
60111	UNITED BLOWER INC.	MAINT OF GENERAL EQUIP	SWR	4,801.00
		WARRANT TOTAL		4,801.00
60112	USA BLUE BOOK	MAINT OF GENERAL EQUIP	SWR	272.40
		MAINT OF GENERAL EQUIP	SWR	360.04
		OFFICE SUPPLIES	SAN	48.93
		WARRANT TOTAL		681.37
60113	VALLEY AUTO SUPPLY	MAINTENANCE OF VEHICLES	SWR	21.19
		MAINT OF GENERAL EQUIP	SWR	4.31
		MAINT OF GENERAL EQUIP	SWR	39.40
		REPAIRS/MAINT-BUILDING	SAN	6.09
		OPERATING SUPPLIES	SAN	25.86
		OPERATING SUPPLIES	SAN	80.60
		SMALL TOOLS & MINOR EQUIP	SAN	21.59
		WARRANT TOTAL		199.04
60114	VERIZON NORTHWEST	TELEPHONE	JUD	65.45
		TELEPHONE	FIN	57.30
		TELEPHONE	LIB	144.58
		TELEPHONE	PL	308.85
		TELEPHONE	SWR	471.69
		TELEPHONE	SWR	36.13
		TELEPHONE	SAN	186.48
		WARRANT TOTAL		1,270.48
60115	VISTEN, LESLIE	RETIRED MEDICAL	PD	176.00
		WARRANT TOTAL		176.00
60116	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS	PD	162.00
		WARRANT TOTAL		162.00
60117	WA ST HISTORICAL SOCIETY	BOOKS, PERIOD, RECORDS	LIB	35.00
		WARRANT TOTAL		35.00
60118	WA STATE PATROL	RENTAL TELETYPE	PD	930.00
		WARRANT TOTAL		930.00
60119	WASHINGTON GUTTER SERVICE	BUILDINGS & STRUCTURES	SWR	243.00
		WARRANT TOTAL		243.00
60120	WILBUR-ELLIS	OP. SUPPLIES - GOLF	PL	43.52
		WARRANT TOTAL		43.52
60121	WOOD'S LOGGING SUPPLY INC	POSTAGE	FD	10.16
		POSTAGE	FD	5.85
		MAINTENANCE OF LINES	SWR	59.31
		OPERATING SUPPLIES	SWR	5.87
		WARRANT TOTAL		81.19

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
60122	KAPLAN, NATHAN & ERIN	PLANNING PERMITS	200.00
		WARRANT TOTAL	200.00
		RUN TOTAL	180,394.84

FUND	TITLE		AMOUNT
001	CURRENT EXPENSE FUND		93,355.94
105	LIBRARY FUND		1,025.90
108	STADIUM FUND		47.52
110	PUBLIC LANDS	110	10,933.23
113	PATHS AND TRAILS FUND		376.66
302	RES FOR CURR EXP CAP OUT FUND		296.15
332	PWTF SEWER CONSTRUCTION FUND		2,190.27
401	SEWER FUND		42,822.56
412	SOLID WASTE FUND		13,396.61
621	SUSPENSE FUND		15,950.00
TOTAL			180,394.84

DEPARTMENT		AMOUNT
001 000 000		200.00
001 000 011		486.96
001 000 012		164.26
001 000 014		959.12
001 000 015		75.50
001 000 016		150.00
001 000 018		2,514.57
001 000 019		756.11
001 000 020		33,385.47
001 000 021		31,099.78
001 000 022		22,782.23
001 000 024		781.94
FUND CURRENT EXPENSE FUND		93,355.94
105 000 072		1,025.90
FUND LIBRARY FUND		1,025.90
108 000 019		47.52
FUND STADIUM FUND		47.52
110 000 042		10,933.23
FUND PUBLIC LANDS	110	10,933.23
113 000 095		376.66
FUND PATHS AND TRAILS FUND		376.66
302 000 000		296.15
FUND RES FOR CURR EXP CAP OUT FUND		296.15
332 000 082		2,190.27
FUND PWTF SEWER CONSTRUCTION FUND		2,190.27
401 000 035		42,822.56
FUND SEWER FUND		42,822.56
412 000 037		13,396.61
FUND SOLID WASTE FUND		13,396.61
621 000 000		15,950.00
FUND SUSPENSE FUND		15,950.00
TOTAL		180,394.84

Sedro-Woolley
School District No. 101

Cascade Middle School
201 North Township, Sedro-Woolley, WA 98284 - 1296
(360) 855-3520 FAX (360) 855-3521

CITY COUNCIL AGENDA
REGULAR MEETING
APR 11 2007
7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 3C

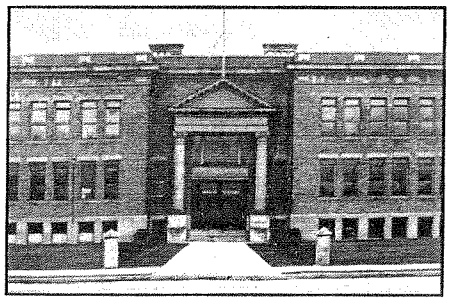
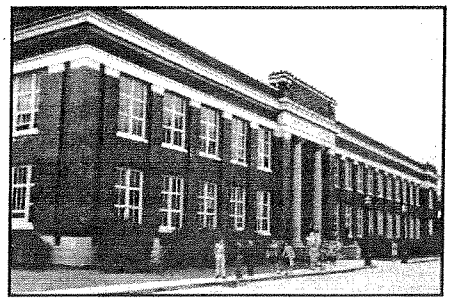
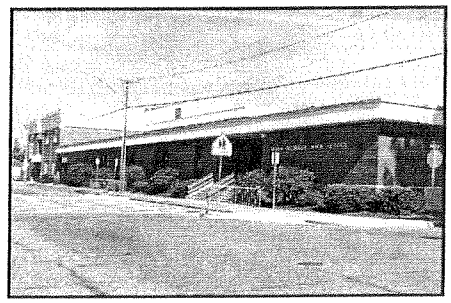
February 2, 2007

Mayor Sharon Dillon & Sedro-Woolley City Council
Sedro-Woolley City Hall
720 Murdock Street
Sedro-Woolley, WA 98284

Dear Mayor Dillon & SW City Council members:

Cascade Middle School's seventh grade is requesting the use of Riverfront Park on June 15, 2007. We would like to walk our seventh graders there at approximately 11:00 a.m. and return by the 2:18 bus run, weather permitting. We would be carrying sack lunches and would make sure the park is left in good order.

Sincerely,
Deborah VanderYacht
7th grade
Cascade Middle School
Ext. 3004

March 1, 2007

CITY COUNCIL AGENDA
REGULAR MEETING

APR 1 1 2007

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 38

Mike Anderson . Mayor
Sedro-Woolley City Council
Sedro-Woolley City Hall
Sedro-Woolley, WA 98284

Dear Mayor Anderson,

RE: Reservation of Memorial Park Building

The Sedro-Woolley High School Alumni Association is requesting the use of the Memorial Park Building for their geranium and bake sale on May 5, 2007.

We are a non-profit organization with our primary function to provide vocational scholarships for the Sedro-Woolley High School and the State Street High School graduates.

Your consideration for the waiver of the charge for the Memorial Park Building would be greatly appreciated.

Thank you.

Yours truly,

Lola Ellestad,

Lola Ellestad, Secretary
SEDRO-WOOLLEY HIGH SCHOOL ALUMNI ASSOCIATION

CITY COUNCIL AGENDA
REGULAR MEETING

APR 11 2007

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 3e

March 20, 2007

City Clerk
Courthouse
Sedro Woolley, Wa98283

Re: Community Building

City Clerk:

I am writing on behalf of the Washington Old Time Fiddlers and Bob McLaughlin. We would again request renting the Community building for our Christmas Party in December, 2007. In anticipation of your acceptance I have enclosed a check for $50.00 to ensure our rental. We ask that December 1, 2007 be the date for our party. This would be the first Saturday in December.
Please reply to Bob McLaughlin or myself.
Thank you so much.
Sincerely,

Frances Burns

Frances Burns
2128 E. Fowler St
Mount Vernon, Wa.98274
Ph# 848-6607

CITY COUNCIL AGENDA
REGULAR MEETING

APR 11 2007

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 3

To City Council

I would like to request the use of Bingham Park for a grage sale which will benefit the Breast Cancer 3 day. I would like to use it on June 1 & 2 if this is possible please let me know

Kris Davis
24442 Wickes Rd #52
Sedro Woolley Wa

360 661 5923

Received
3/28/07

To Whom It May Concern:

Ten million women around the world could die from breast cancer in the next twenty-five years without the cures. This is the reason for my letter today. Without the funds of people like you and I the cures will stop. Now that is something to think about. Something you may not know is that nearly 2,000 males will be diagnosed with this deadly disease this year and 400 will die. Male breast cancer accounts for one percent of the cases each year.

Thanks to a wonderful organization Susan G. Komen for the cure we can help raise money for our friends and family with this terrible disease. They are the only organization fighting to cure breast cancer at every stage. They have invested one billion in research, education and health services.

On September 7th through the 9th in Seattle the Susan G Komen organization will have a walk for the cure. It is a three-day, sixty-mile walk that will change many people's lives. I am fortunate enough to be a part of this life-changing event. Many may not have the time or health to actually do the walking. There is another way you can help. Every walker is making the commitment to raise $2200. I am writing to you as a fellow community member to ask that you open up your heart and donate as much or little as you can allow.

Thank you for your time and sponsorship. I would like to encourage you to learn more information about breast cancer and the life changing stories that the Susan G. Komen organization have been a part of by going to **www.The3Day.org/legacy** or feel free to contact me.

Thank You,
Kris Davis
(360)661-5923

3/26/07

CITY COUNCIL AGENDA
REGULAR MEETING

APR 11 2007

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 39

Loggerrodeo Board
P.O. Box 712
Sedro-Woolley WA 98284

Phone 360-770-8452
Fax 360-724-5270

CITY OF SEDRO-WOOLLEY
RECEIVED ON

APR 02 2007

Time:
Initials: lds

To Mike Anderson and city council board,

I am writing to you on behalf of the Loggerrodeo Board. We are in desperate need of a place to put venders such as arts and crafts close to downtown. It was brought up to the Loggerrodeo board about the possible use of the Municipal parking lot located on Metcalf St. We would need the use of the parking lot on July 2nd, 3rd and 4th. Due to the date fast approaching we would appreciate to know as soon as possible.

Any questions please call me at 360-856-9154.

Thank you,

Erin Balam

Erin Balam
Loggerrodeo Board Member

CITY COUNCIL AGENDA
REGULAR MEETING

APR 11 2007

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 30

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON

IN THE MATTER OF RESTORING FEDERAL FUNDING TO INSPECT AND REPAIR PL 84-99 LEVEES FOLLOWING THE NOVEMBER 2006 FLOOD

Whereas, the Seattle District, Corps of Engineers provides essential services to inspect and repair levees under the U.S. Army Corps of Engineers Public Law 84-99 Levee Rehabilitation and Inspection Program, and

Whereas, recently Dike and Drainage Districts throughout Washington State were notified that the Corps does not currently have funding to repair levees which may have been damaged by flooding in November 2006, and

Whereas, Dike Districts within Skagit County have limited resources available to inspect levees in accordance with Corps of Engineers technical criteria, and few resources to enable planning, permitting, engineering design, and subsequent contracting for repair of levee facilities without help from the Corps, and

Whereas, levee inspections and repair work following large flood events are essential to ensure the integrity of numerous levee systems along the Skagit River, and provide for the health and safety of all citizens in the region, including the citizens who work and live in Sedro-Woolley;

Now, Therefore, Be It Resolved that the City of Sedro-Woolley supports funding for this essential PL 84-99 program and requests help from our Federal Delegation to take all necessary and appropriate action to restore funding to this vital program.

Adopted this 11th day of April, 2007.

_____
Mike Anderson, Mayor

Attest:

_____
Patsy Nelson, Clerk-Treasurer

Approved as to form:

_____
Eron Berg, City Attorney

CITY COUNCIL AGENDA
REGULAR MEETING

APR 11 2007

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 7

The City of Sedro-Woolley

Proclamation

WHEREAS, native plant species are an important part of Washington's heritage, providing important aesthetic, economic, and ecological contributions that make Washington a special place to live; and

WHEREAS, Washington enjoys an amazing biodiversity with over 3,000 native plant species from rain forest plants on the Olympic peninsula to the desert species in eastern Washington; and

WHEREAS, preserving native plant ecosystems is critical for protecting wildlife, birds, fish, and water quality in our state; and

WHEREAS, over 350 of our native plant species are listed as rare by the Washington Natural Heritage Program; and

WHEREAS, invasive species present a great threat to sustaining our native plant ecosystems and biodiversity;

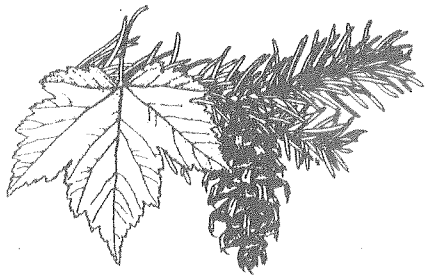
NOW THEREFORE, I, Mike Anderson, Mayor of the City of Sedro-Woolley, do hereby proclaim the week of April 29 – May 5, 2007 as

Native Plant Appreciation Week

in Sedro-Woolley, Washington. I urge all citizens to join me in appreciating, enjoying and celebrating our floral diversity by taking advantage of the opportunities of this week to learn more about our native plants and their habitats. Take a native plant walk, visit a natural area, or become involved in a restoration project as we join together to celebrate this precious heritage.

Signed this 11th day of April, 2007

Mayor Mike Anderson



Washington Native Plant Society

Appreciate, Conserve, and Study Our Native Flora

6310 NE 74th Street, Suite 215E, Seattle, WA 98115
(206) 527-3210

March 14, 2007

Dear Council Members,

The Washington Native Plant Society is happy to announce Governor Christine Gregoire has declared **April 29th to May 5th, 2007** as Washington's fourth annual **Native Plant Appreciation Week**. Last year we were pleased by the many who joined in proclaiming Native Plant Appreciation Week, recognizing the value native plants have to Washington. We invite you to join us, once again, by proclaiming April 29th to May 5th as Native Plant Appreciation Week.

Last year the following cities and counties proclaimed Native Plant Appreciation Week locally:

Cities and Counties Proclaiming Native Plant Appreciation Week Last Year

Anacortes	Monroe	Sedro-Woolley
Bellevue	Olympia	Sequim
Bellingham	Port Orchard	Shoreline
Chehalis	Port Townsend	Spokane
Colville	Puyallup	Tacoma
Gig Harbor	Redmond	Tukwila
Issaquah	Renton	University Place
Kelso	Richland	Woodinville
Kirkland	SeaTac	Vancouver
Lynnwood	Seattle	Woodinville

Background information on Native Plant Appreciation Week, a copy of the Governor's proclamation, and a generic proclamation that you may wish to use as a model are attached.

Thank you in advance for your participation, and please feel free to contact me if you have any questions. You may also learn more about the Washington Native Plant Society on our Web site at www.wnps.org.

Sincerely,

Catherine Hovanic

Catherine E. Hovanic
Administrator

The State of Washington

Proclamation

WHEREAS, native plant species are an important part of Washington's heritage providing valuable aesthetic, economic, and ecological contributions that make our state a special place to live; and

WHEREAS, Washington enjoys an amazing biodiversity with over 3,000 native plant species from rain forest plants on the Olympic peninsula to desert species in eastern Washington; and

WHEREAS, preserving native plant ecosystems is critical for protecting wildlife, birds, fish, and water quality in our state; and

WHEREAS, over 350 of our native plant species are listed as rare by the Washington Natural Heritage Program; and

WHEREAS, invasive species present a great threat to sustaining our native plant ecosystems and biodiversity;

NOW, THEREFORE, I, Christine O. Gregoire, Governor of the state of Washington, do hereby proclaim the week of April 29 – May 5, 2007, as

Native Plant Appreciation Week

in Washington State, and I urge all citizens to join me in celebrating our floral diversity by learning more about our native plants and their habitats.

Signed this 22nd day of December, 2006

Governor Christine O. Gregoire

CITY COUNCIL AGENDA
REGULAR MEETING

APR 11 2007

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 5

SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

Name:
Address
Narrative:

Name:
Address:
Narrative:

Name:
Address:
Narrative:

Name:
Address:
Narrative:

UNFINISHED BUSINESS

CITY COUNCIL AGENDA
REGULAR MEETING

APR 11 2007

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 8

CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
720 Murdock Street
Sedro-Woolley, WA 98284
Phone (360) 855-1661
Fax (360) 855-0707

Eron M. Berg
City Attorney

MEMORANDUM

TO: City Council
DATE: April 5, 2007
RE: Proposed ordinance addressing public records **(2nd READING)**

ISSUE: Should the Council approve the attached ordinance which modifies the City's procedure for responding to public records requests?

BACKGROUND: This ordinance is based upon the model rules promulgated by Washington's Attorney General in March of last year and would replace the City's resolution on the same topic. The primary reason for adopting the new ordinance is that it will provide clarity to the process of inspecting and copying public records and it conforms to recent changes in the law.

RECOMMENDATION: Motion to adopt the attached ordinance adopting public records act rules of the City.

ORDINANCE NO. _____

AN ORDINANCE ADOPTING PUBLIC RECORDS ACT RULES FOR THE CITY OF SEDRO-WOOLLEY

WHEREAS, RCW 42.17 requires that the City of Sedro-Woolley adopt rules covering the public disclosure of records;

WHEREAS, the Washington State Attorney General's Office has developed Model Rules for agencies such as the City of Sedro-Woolley to consider when drafting its own rules; and

WHEREAS, the City of Sedro-Woolley has reviewed these rules and adjusted them as appropriate to meet local circumstances.

NOW BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY AS FOLLOWS:

Section 1. Resolution 601-96 is hereby repealed in its entirety.

Section 2. Attachment A hereto is hereby adopted.

EFFECTIVE DATE. This ordinance shall take effect from and after five (5) days after its passage and publication as required by law.

PASSED AND APPROVED this 11th day of April, 2007.

CITY OF SEDRO-WOOLLEY:

BY:_____
MIKE ANDERSON, Mayor

ATTEST:

_____
Patsy Nelson, City Clerk-Treasurer

APPROVED AS TO FORM:

_____
Eron Berg, City Attorney

ATTACHMENT A
PUBLIC DISCLOSURE RULES

Section 1. Authority and purpose.

(a) RCW 42.56.070 requires each agency to make available for inspection and copying nonexempt "public records" in accordance with published rules. The act defines "public record" to include any "writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained" by the agency. RCW 42.56.070 requires each agency to set forth "for informational purposes" every law, in addition to the Public Records Act, that exempts or prohibits the disclosure of public Records held by that agency.

(b) The purpose of these rules is to establish the procedures that the City of Sedro-Woolley will follow in order to provide full access to public records. These rules provide information to persons wishing to request access to public records of the City of Sedro-Woolley and establish processes for both requestors and the City of Sedro-Woolley staff that are designed to best assist members of the public in obtaining such access.

(c) The purpose of the act is to provide the public full access to information concerning the conduct of government, mindful of individuals' privacy rights and the desirability of the efficient administration of government. The act and these rules will be interpreted in favor of disclosure. In carrying out its responsibilities under the act, the City of Sedro-Woolley will be guided by the provisions of the act describing its purposes and interpretation.

Section 2. Agency description--Contact information--Public records officer.

(1) The City of Sedro-Woolley offices are located at 720 Murdock Street.

(2) Any person wishing to request access to public records or seeking assistance in making such a request should contact the public records officer of the City of Sedro-Woolley:

Public Records Officer: City Attorney
City of Sedro-Woolley
720 Murdock Street
(360) 855-1661

Information is also available at the City of Sedro-Woolley's web site at www.ci.sedro-woolley.wa.us.

(3) The public records officer will oversee compliance with the act but another City of Sedro-Woolley staff member may process the request. Therefore, these rules will refer to the public records officer "or designee." The public records officer or designee and the City of Sedro-Woolley will provide the "fullest assistance" to requestors; create and maintain for use by the public and City of Sedro-Woolley officials an index to public records of the City of

Sedro-Woolley, if applicable; ensure that public records are protected from damage or disorganization; and prevent fulfilling public records requests from causing excessive interference with essential functions of the City of Sedro-Woolley.

Section 3. Availability of Public Records.

(1) **Hours for inspection of records.** Public records are available for inspection and copying during normal business hours of the City of Sedro-Woolley: Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding legal holidays. Records must be inspected at the offices of the City of Sedro-Woolley.

(2) **Records index.** The City of Sedro-Woolley is developing an index of public records that is/will be available for use by members of the public.

(3) **Organization of records.** The City of Sedro-Woolley will maintain its records in a reasonably organized manner. The City of Sedro-Woolley will take reasonable actions to protect records from damage and disorganization. A requestor shall not take City of Sedro-Woolley records from City of Sedro-Woolley offices without the permission of the public records officer or designee. A variety of records available are on the City of Sedro-Woolley web site at http://www.ci.sedro-woolley.wa.us/. Requestors are encouraged to view the documents available on the web site prior to submitting a records request.

(4) **Making a request for public records.**

(a) Any person wishing to inspect or copy public records of the City of Sedro-Woolley should make the request in writing on the City of Sedro-Woolley's request form, or by letter, fax, or e-mail addressed to the public records officer and including the following information:

- Name of requestor;
- Address of requestor;
- Other contact information, including telephone number and any e-mail address;
- Identification of the public records adequate for the public records officer or designee to locate the records; and
- The date of the request.

(b) If the requestor wishes to have copies of the records made instead of simply inspecting them, he or she should so indicate and make arrangements to pay for copies of the records or a deposit. Standard photocopies will be provided at 15 cents per page or the maximum allowable rate established under RCW 42.56 in effect at the time of the request.

(c) A form is available for use by requestors at the office of the public records officer and on-line at http://www.ci.sedro-woolley.wa.us/.

(d) The public records officer or designee may accept requests for public records that contain the above information by telephone or in person. If the public records officer or designee accepts such a request, he or she will confirm receipt of the information and the substance of the request in writing.

Section 4. Processing of public records requests--general.

(1) **Providing "fullest assistance."** The City of Sedro-Woolley is charged by statute with adopting rules which provide for how it will "provide full access to public records," "protect records from damage or disorganization," "prevent excessive interference with other essential functions of the agency," provide "fullest assistance" to requestors, and provide the "most timely possible action" on public records requests. The public records officer or designee will process requests in the order allowing the most requests to be processed in the most efficient manner.

(2) **Acknowledging receipt of request.** Within five business days of receipt of the request, the public records officer will do one or more of the following:

(a) Make the records available for inspection or copying;

(b) if copies are requested and payment of a deposit for the copies, if any, is made or terms of payment are agreed upon, send the copies to the requestor;

(c) Provide a reasonable estimate of when records will be available; or

(d) If the request is unclear or does not sufficiently identify the requested records, request clarification from the requestor. Such clarification may be requested and provided by telephone. The public records officer or designee may revise the estimate of when records will be available; or

(e) deny the request.

(3) **Consequences of failure to respond.** If the City of Sedro-Woolley does not respond in writing within five business days of receipt of the request for disclosure, the requestor should contact the public records officer to determine the reason for the failure to respond.

(4) **Protecting rights of others.** In the event that the requested records contain information that may affect rights of others and may be exempt from disclosure, the public records officer may, prior to providing the records, give notice to such others whose rights may be affected by the disclosure. Such notice should be given so as to make it possible for those other persons to contact the requestor and ask him or her to revise the request, or, if necessary, seek an order from a court to prevent or limit the disclosure. The notice to the affected persons will include a copy of the request.

(5) **Records exempt from disclosure.** Some records are exempt from disclosure, in whole or in part. If the City of Sedro-Woolley believes that a record is exempt from disclosure and should be withheld, the public records officer will state the specific exemption and provide a brief explanation of why the record or a portion of the record is being withheld. If only a portion of a record is exempt from disclosure, but the remainder is not exempt, the public records officer will redact the

exempt portions, provide the non-exempt portions, and indicate to the requestor why portions of the record are being redacted.

(6) **Inspection of records.**

(a) Consistent with other demands, the City of Sedro-Woolley shall promptly provide space to inspect public records. No member of the public may remove a document from the viewing area or disassemble or alter any document. The requestor shall indicate which documents he or she wishes the City to copy.

(b) The requestor must claim or review the assembled records within thirty days of the City of Sedro-Woolley notification to him or her that the records are available for inspection or copying. The agency will notify the requestor in writing of this requirement and inform the requestor that he or she should contact the agency to make arrangements to claim or review the records. If the requestor or a representative of the requestor fails claim or review the records within the thirty-day period or make other arrangements, the City of Sedro-Woolley may close the request, refile the assembled records and discard any unclaimed copies. Other public records requests will be processed ahead of a subsequent request by the same person for the same or almost identical records, which will be processed as a new request. The requester shall remain responsible to pay for unclaimed copies.

(7) **Providing copies of records.** After inspection is complete, the public records officer or designee shall make the requested copies or arrange for copying in a reasonable period of time.

(8) **Providing records in installments.** When the request is for a large number of records, the public records officer or designee will provide access for inspection and copying in installments, if he or she reasonably determines that it would be practical to provide the records in that way. If, within thirty days, the requestor fails to inspect the entire set of records or one or more of the installments, the public records officer or designee will stop searching for the remaining records and close the request.

(9) **Completion of inspection.** When the inspection of the requested records is complete and all requested copies are provided, the public records officer or designee will indicate that the City of Sedro-Woolley has completed a diligent search for the requested records and made any located non-exempt records available for inspection.

(10) **Closing withdrawn or abandoned request.** When the requestor either withdraws the request or fails to fulfill his or her obligations to inspect the records or pay the deposit or final payment for the requested copies, the public records officer will close the request and indicate to the requestor that the City of Sedro-Woolley has closed the request.

Section 5. Exemptions.

(1) The Public Records Act provides that a number of types of documents are exempt from public inspection and copying. In addition, documents are exempt from disclosure if any "other statute" exempts or prohibits disclosure. Requestors should be aware of the following exemptions, outside the Public Records Act, that restrict the availability of some documents held by the City of Sedro-Woolley for

inspection and copying: Attorney-Client Privilege, Uniform Trade Secrets Act, and "protected healthcare information" (PHI), under the Federal Health Insurance Portability and Protection Act of 1996.

(2) The City of Sedro-Woolley is prohibited by statute from disclosing lists of individuals for commercial purposes.

(3) Deliberative process exemption RCW 42.17.310(1)(i)/42.56.210 (1)(i) exempts "Preliminary drafts, notes, recommendations, and intra-agency memorandums in which opinions are expressed or policies formulated or recommended" except if the record is cited by the City.

In order to rely on this exemption, the City must show that the records contain predecisional opinions or recommendations of subordinates expressed as part of a deliberative process; that disclosure would be injurious to the deliberative or consultative function of the process; that disclosure would inhibit the flow of recommendations, observations, and opinions; and finally, that the materials covered by the exemption reflect policy recommendations and opinions and not the raw factual data on which a decision is based. Courts have held that this exemption is "severely limited" by its purpose, which is to protect the free flow of opinions by policy makers. It applies only to those portions of a record containing recommendations, opinions, and proposed policies; it does not apply to factual data contained in the record. The exemption does not apply to records or portions of records concerning the implementation of policy or the factual basis for the policy. The exemption does not apply merely because a record is called a "draft" or stamped "draft." Recommendations that are actually implemented lose their protection form disclosure after they have been adopted by the agency.

(4) Employment and licensing information as set forth in RCW 42.56.250.

(5) Library records as set forth in RCW 42.56.310.

(6) Personnel information as set forth in RCW 42.56.230.

Section 6. Costs of providing copies of public records.

(1) **Costs for paper copies.** There is no fee for inspecting public records. A requestor may obtain standard black and white photocopies for $.15 cents per standard page and large format copying costs as provided on the Public Records Request Form. In the event of amendment to RCW 42.56, this fee shall automatically adjust to the maximum allowable charge under RCW 42.56.

Before beginning to make the copies, the public records officer or designee may require a deposit of up to ten percent of the estimated costs of copying all the records selected by the requestor. The public records officer or designee may also require the payment of the remainder of the copying costs before providing all the records, or the payment of the costs of copying an installment before providing that installment. The City of Sedro-Woolley will not charge sales tax when it makes copies of public records.

(2) **Costs for electronic records.** The cost of electronic

copies of records shall be $10 for information on a floppy disk, $20 for information on a CD-ROM and $15 for tape recordings of meetings (per tape).

(3) **Costs of mailing.** The City of Sedro-Woolley may also charge actual costs of mailing, including the cost of the shipping container.

(4) **Actual Costs.** For requests that require outside assistance to fulfill, the requestor shall pay the actual costs incurred to fulfill the request.

(5) **Payment.** Payment may be made by cash, check, or money order to the City of Sedro-Woolley.

Section 7. Review of denials of public records. (1)**Petition for internal administrative review of denial of access.** Any person who objects to the initial denial or partial denial of a records request may petition in writing (including e-mail) to the public records officer for a review of that decision. The petition shall include a copy of or reasonably identify the written statement by the public records officer or designee denying the request.

(2) **Consideration of petition for review.** The public records officer shall promptly provide the petition and any other relevant information to the Mayor. The Mayor, or in his/her absence the Mayor Pro-Tem, will immediately consider the petition and either affirm or reverse the denial within two business days following the City of Sedro-Woolley's receipt of the petition, or within such other time as the City of Sedro-Woolley and the requestor mutually agree to.

(3) **Judicial review.** Any person may obtain court review of denials of public records request pursuant to RCW 42.17.340 at the conclusion of two business days after filing a petition for internal administrative review of denial of access.

NEW BUSINESS

CITY COUNCIL AGENDA
REGULAR MEETING

APR 1 1 2007

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 10

CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
720 Murdock Street
Sedro-Woolley, WA 98284
Phone (360) 855-1661
Fax (360) 855-0707

Eron M. Berg
City Attorney

MEMO TO: City Council
RE: Adoption of the "Optional Municipal Code", RCW 35A
DATE: April 3, 2007

WORKSESSION DISCUSSION

The City of Sedro-Woolley was incorporated in 1898 and at that time, all cities and towns were formed by authority granted from the legislature through RCW title 35. Municipalities were classified as towns, third class cities, second class cities or first class cities. A select few, like Seattle were created through a municipal charter. All of the governmental power belonged to the State of Washington and only that governmental power that was expressly delegated to municipalities in RCW 35 was appropriately exercised by local citizens through their elected councils and mayors. In 1967, the legislature enacted RCW 35A as an alternative to the RCW 35 process for organizing and classifying municipalities. RCW 35A provided all cities organized under it with broader, local control.

Under the Code, cities may make any action of matters of local concern so long as they are not in conflict with the State Constitution or State statutes. What this means is that the Code city may exercise any authority, except that which is contrary to the Constitution or State law, while the second class city may exercise only the authority specifically delegated to it by statute.

The following table provides a few examples of the differences between a code city and a second class city:

Code City	**Second Class**
1. The Optional Municipal Code provides for broad statutory home rule authority in all matters of local concern, regardless of the size of the city.	1. A second class city has only those powers which are expressly or impliedly granted to it by the state legislature.
2. The Optional Municipal Code provides that code cities have all the powers which any city or any class of city may have consistent with the constitution of the state and not specifically denied to code cities by law.	2. A second class city has only those powers which are granted to second class cities or specifically granted to all classes of cities and towns.

3. The Optional Municipal Code requires a liberal construction of the powers granted to code cities.	3. A second class city is governed by a rule of strict construction of the powers granted to it.
4. Any action may be taken by a code city at a special meeting if proper notification is given.	4. No ordinance may be passed, contract entered into or bill for the payment of money allowed at a special meeting in a second class city.
5. There is specific statutory authority for a city council to include an emergency clause in most types of ordinances where required for the protection of public health, public safety, public property or the public peace.	5. There is no general statutory authority for a city council to include an emergency clause with most types of ordinances, although there is specific authority for emergency expenditure of funds in certain specified situations.
6. A code city has specific statutory authority to appoint a councilmember pro tem in the event of the extended excused absence or disability of a councilmember.	6. There is no specific statutory authority for the appointment of councilmembers pro tem in a second class city.
7. A code city may establish a planning agency, which may be a planning department, a person, staff or body, rather than a planning commission. The city may provide for an alternate in the event of conflict.	7. A second class city must establish a planning commission which must consist of from three to twelve members. There is no provision for appointment of an alternate.
8. A code city has the authority to adopt the powers of initiative and referendum.	8. A second class city does not have available to it the powers of initiative and referendum.
9. In a code city, under the petition for election method of annexation, the signatures of qualified electors equal to only 10 percent of the votes cast at last state general election are required for a petition to annex territory.	9. In a second class city, under the petition for election method of annexation, the signatures of qualified voters equal to 20 percent of the votes cast in the last state general election are required.
10. In a code city, under the direct petition method of annexation, the signatures of the owners of property amounting to not less than 60 percent in value of all the property included in the annexation petition must be obtained.	10. In a second class city, under the direct petition method of annexation, the signatures of owners of property amounting to not less than 75 percent in value of all the property in the annexation petition must be obtained.
11. In a code city, warrants are drawn by the clerk and counter-signed by the mayor or such other person as the mayor may designate.	11. In a second class city, warrants must be signed by the mayor personally.

12. In a code city, the city may be divided into wards without restriction on the number of wards.	12. In a second class city, the city may be divided into wards but there is a restriction upon the number of wards permitted.

This item is on your worksession agenda for an initial conversation about whether you are interested in considering adopting the optional municipal code. Currently, Sedro-Woolley is one of 14 cities in the state that have retained second class status (including, Wapato, Palouse, Chewelah, Tekoa, Omak, Colfax, Roslyn, Normandy park, Cle Elum, Ritzville, Davenport, Port Orchard and Colville). Burlington adopted the optional code last year.

CITY COUNCIL AGENDA
REGULAR MEETING

APR 11 2007

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 11

CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
720 Murdock Street
Sedro-Woolley, WA 98284
Phone (360) 855-1661
Fax (360) 855-0707

Mike Anderson
Mayor

MEMO TO: City Council
RE: Revision to Eron Berg contract
DATE: April 11, 2007

ISSUE: The City currently operates without a City Supervisor and has done so since Mayor Dillon assumed that function in her first term. The Mayor is a part-time position that includes substantial time in the community working with constituents and regional officials. The Mayor is also ultimately responsible for the executive function of the City. In the past the City Supervisor was charged with the following duties and functions:

A. To have general supervision of all the administration affairs of the city.

B. To advise the mayor on such measures or reports that may be necessary or required by either the mayor and/or city council.

C. In cooperation with the clerk-treasurer to keep the mayor and city council fully advised of the financial condition of the town and its future needs, and to assist in the preparation and submission to the mayor and council of a preliminary budget for the fiscal year.

D. Develop and revise specific personnel and operating policies including job descriptions for all departments. Have regular evaluation interviews with each department head. Conduct and participate in in-service training particularly on matters dealing with labor relations.

E. Plan, gives general directions and reviews the services rendered by the various city departments.

F. Serve as the purchasing and contracting agent for the city.

G. Prepare grant applications for the city.

H. Have knowledge of and act as advisor to the city on the most efficient utilization of computer systems currently used or which may be proposed.

I. Work closely with the city planner and city engineer to develop and maintain a comprehensive plan, to work with other local, state, and federal officials on growth management, wetlands, and similar issues.

J. Meet with the city council and planning commission in regular and special meetings when necessary as deemed by these respective bodies. Give information and transmit special or regular reports concerning various problems of municipal operations and advise members of both bodies in their deliberations on policy, legislative, or operational matters.

K. Assist the mayor and city council in their duties and other responsibilities as may from time to time be required by the mayor and city council.

Since the City has been operating without a Supervisor as number of these functions have not been performed or have been performed inaccurately. Specifically, department head level staff

are not reviewed and provided with evaluations on an annual basis (or anytime in the past five years); purchasing has been performed in a manner inconsistent with legal requirements as no individual has been responsible for compliance; and issues of City-wide consequence have not been handled as I or the Council would like (i.e., Polte Road). It is my opinion that the City would function better with a City Supervisor.

Another issue of concern is the upcoming City Hall construction project. Mayor Dillon had asked Chief Wood to volunteer and be the City's construction manager for that project. While Chief Wood is interested in assisting with on-the-ground issues as they arise, he and I no longer feel that he is the most appropriate construction manager as he is not directly involved with the City's administrative staff as the Police Chief. This is a job that is best suited for a City Supervisor.

MAYOR'S REQUEST:

My request to the Council is that the Council authorize me to hire a City Supervisor effective May 1, 2007.

In an effort to fill this position quickly with someone who can hit the ground running, I am proposing that we amend Eron Berg's contract and have hire him as the City's Supervisor/Attorney. SWMC 2.06.050 specifically allows the Council to authorized combined positions and the prior Supervisor also served as Clerk. This combined position is the most economically feasible model for us at this time and is one used by several other cities in the state including: Sunnyside, Covington and Langley. I believe Eron is a good fit for the position and would serve our City well.

The economic cost of this change includes an increase in Eron's pay as he will be moving from part-time to full-time as well as the associated increase in fringe benefit costs. The total annual increase is approximately $22,000.00 with the expected increase for the 2007 budget year of just under $15,000.00. I propose to pay for this increase by shifting money from Sewer, Solid Waste, Planning & Community Development, Engineering, Police and Fire (depending upon the department, the amount will range from $1,000.00 to $5,000.00 with the utilities paying more than police and fire. Because SWMC 2.06.040 requires that the salary of the Supervisor be set by ordinance, a proposed ordinance is attached that is consistent with the draft contract.

RECOMMENDED ACTION: Motion to authorize the Mayor to sign the attached amendment to the Employment Agreement with Eron Berg, making him the City Supervisor/Attorney.

Motion to adopt the draft ordinance setting a salary for the City Supervisor/City Attorney position.

AMENDMENT TO EMPLOYMENT AGREEMENT

THIS Amendment, made and entered into this 11th day of April, 2007, by and between the City of Sedro-Woolley, State of Washington, a municipal corporation, hereinafter called "Employer," and Eron M. Berg, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, the parties are subject to an employment agreement dated December 13, 2006; and

WHEREAS, it is the desire of the Employer to increase Employee's job duties; and

WHEREAS, it is the desire of the Employee to perform additional job duties;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. The following amendments are made to the Employment Agreement dated December 13, 2006:

A. Section 1 is revised to read as follows:

Section 1. Duties

Employer hereby agrees to employ said Employee as City Supervisor/City Attorney of said Employer to perform the functions and duties specified law, and to perform other legally permissible and proper duties and functions as the Employer shall from time to time assign.

B. Section 6 is revised to read as follows:

Section 6. Salary

Employer agrees to pay Employee for his services rendered pursuant hereto a base salary of $6,000.00 per month payable in installments at the same time as other Employees of the Employer are paid. Said salary shall cease upon termination of employment as provided in Sections 2 and 4.

In addition, Employer may increase said base salary and other benefits of Employee in such amounts and to such extent as the Employer may determine that it is desirable to do so, on the basis or an annual performance and salary review of said Employee, subject to the Employer's budgetary requirements and other relevant factors at that time.

Employer shall not at any time during the term of this agreement reduce the salary compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all department head employees of the Employer.

C. Section 8 is revised to read as follows:

Section 8. Hours of Work

The parties agree that this position is a professional position, and that payment is based on a monthly salary, and not on an hourly rate of compensation.

D. Section 9 is deleted.

E. Section 12 is revised to read as follows:

Section 12. Health Insurance

A. Employer agrees to provide policies of medical insurance covering Employee and his dependents that are required by law or provided all other Non-LEOFF management employees of Employer and their dependants.

B. The Employee agrees to abide by the employer's policy regarding drug testing.

Section 2. All other provisions remain unchanged.

Section 3. This amendment shall become effective May 1, 2007.

IN WITNESS WHEREOF, the City of Sedro-Woolley has caused this amendment to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

CITY OF SEDRO-WOOLLEY

By: _____
Mike Anderson, Mayor

Attest:

_____
City Clerk

EMPLOYEE

_____
Eron Berg

ORDINANCE NO.

AN ORDINANCE ESTABLISHING THE SALARY FOR THE CITY SUPERVISOR/CITY ATTORNEY POSITION

WHEREAS, SWMC 2.06.040 requires that the salary for the City Supervisor be set by ordinance; and

WHEREAS, the Mayor has requested that the City Supervisor position be filled by combining that position with the position of the current City Attorney and has recommended a salary to the Council for that combined position; and

WHEREAS, the City Council desires to enact the Mayor's recommendations;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. The base salary for the City Supervisor/City Attorney of the City of Sedro-Woolley is established as follows: $6,000.00 per month.

Section 2. The above depicted salary shall be in effect beginning May 1, 2007.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS 11th DAY OF April, 2007.

_____
Mike Anderson, Mayor

ATTEST:

_____
Clerk-Treasurer

APPROVED AS TO FORM:

_____
City Attorney

CITY COUNCIL AGENDA
REGULAR MEETING

APR 11 2007

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. ____

CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
720 Murdock Street
Sedro-Woolley, WA 98284
Phone (360) 855-1661
Fax (360) 855-0707

Eron M. Berg
City Attorney

MEMO TO: City Council
RE: City Hall
DATE: April 11, 2007

ISSUE: Should the Council approve the attached resolution which awards the bid to the low bidder for the addition to the public safety building, authorizes the Mayor to sign construction contracts and delegates authority to the Mayor to execute certain change orders?

BACKGROUND: This resolution is the culmination of years of effort on the part of City officials to relocate City offices from the current facility to a more suitable facility. The project was designed and the design was approved by the City Council in 2006.

Bids were opened on February 14th with the apparent low bidder being Colacurcio Brothers, Inc., from Blaine, Washington. Their bid, excluding sales tax, was $2,894,000.00, which was significantly lower than the architect's estimate for the project ($3,300.000.00). Staff recommends awarding the bid to Colacurcio Brothers, Inc.

Construction contract documents are attached; the full project specifications are in separate bound book which is available upon request. These contract documents are typical AIA (American Institute of Architects) contracts with modifications requested by the USDA. Staff recommends authorizing the Mayor to sign the construction agreements.

Once construction begins on the project, the pace will be fairly quick and depending on site conditions, unforeseen circumstances or needed modifications, change orders will be required to adjust the current contract and plans. Rather than requiring every change order in any amount to be presented to the City Council (thereby requiring special meetings or delays to the project), staff recommends delegating some authority to the Mayor or his designee for certain change orders.

Also provided are the results of bids from financial institutions regarding interim financing, a proposed ordinance amending the budget to allow for this project and a letter of engagement with K&L Gates to provide bond counsel services to the City with this project.

Results for the interim financing included various conditions and interest rates ranging from 5.15% to 3.95%. Peoples Bank offered the 3.95% and does not include origination fees. The staff recommendation is to accept the Peoples Bank proposal.

Attached are the following documents:

Page 3:	Results of construction bid;
Pages 4-22:	Construction contract documents;
Pages 23-24:	Proposed Resolution;
Pages 25-26:	Proposed ordinance amending the 2007 budget;
Page 27:	Results of interim financing requests for proposals;
Pages 28-30:	Loan commitment agreement with Peoples Bank;
Pages 31-33:	Engagement letter from K&L Gates.

Requested action includes the following four (4) motions.

RECOMMENDATIONS:

(1) Motion to adopt the draft resolution awarding the bid and authorizing the construction of the addition to the City's Municipal Building.

(2) Motion to adopt the draft ordinance amending the 2007 budget.

(3) Motion to award the bid to and authorize the Mayor to sign the contract with Peoples Bank for interim financing.

(4) Motion to authorize the Mayor to sign the engagement letter with K&L Gates to provide bond counsel representation to the City.

14-Feb-07

Project Name:
City of Sedro-Woolley
Council/Courtroom Expansion

Contractor Name	Base Bid	Deductive Alternate #1	Deductive Alternate #2	Additive Alternate #3	Additive Alternate #4	Additive Alternate #5	Contact	Phone	Time Bid Recv'd.	Bid Forms Received	Comments
Colacurcio Bros Cons Co. Inc.	$ 2,888,000.00	$ 4,800.00	$ 4,900.00	$ 2,000.00	$ 4,000.00	$ 28,000.00	Manley Mcintyre	360-332-4044	1:56 PM		
Roosendaal Honcoop Const.	$ 2,948,000.00	$ 2,785.00	$ 5,454.00	$ 3,737.00	$ 3,756.00	$ 22,755.00	Bruce Johnson	360-398-2800	1:57 PM		
Tiger Construction, LTD.	$ 2,979,434.00	$ 3,380.00	$ 6,560.00	$ 2,270.00	$ 2,343.00	$ 27,100.00	Scott Isenhart	360-966-7252	1:57 PM		
Ebenal General, Inc.	$ 3,033,000.00	$ 3,500.00	$ 3,500.00	$ 2,500.00	$ 5,000.00	$ 24,000.00	Cay Ebenal	360-738-1940	1:59 PM		
VanRossen Construction	$ 3,190,389.00	$ 3,388.00	$ 6,741.00	$ 3,570.00	$ 2,438.00	$ 27,399.00	Leon VanRossen	425-252-3446	1:52pm		

Alternate #1 Sun screen
Alternate #2 Gas fireplace and vent
Alternate #3 Two 4'x4' skylights
Alternate #4 Electric projection screen
Alternate #5 Landscaping and bidder designed irrigation at interior parking lot

AIA® Document A101™ – 1997

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a STIPULATED SUM

AGREEMENT made as of the day of March
in the year of 2007
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, address and other information)

City of Sedro-Woolley
720 Murdock Street
Sedro-Woolley, WA 98284

and the Contractor:
(Name, address and other information)

Colacurcio Brothers, Inc.
3287 H St. Rd.
Blaine, WA 98230

The Project is:
(Name and location)

City of Sedro-Woolley
Council/Courtroom Chambers Expansion
220 Munro Street
Sedro-Woolley, WA 98284

The Architect is:
(Name, address and other information)

Carleth Architects, P.S.
116 E. Fir Street, Suite A
Mount Vernon, WA 98273

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

The Owner and Contractor agree as follows.

AIA Document A101™ – 1997. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1980, 1987, 1991 and 1997 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

the date will be in a fixed notice to proceed

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

NA

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than two hundred seventy 270 days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)

$500/day that substantial completion is delayed

$500/day that final completion is delayed.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Million Eight Hundred Ninety Four Thousand Dollars ($ 2,894,000), subject to additions and deductions as provided in the Contract Documents.

AIA Document A101™ – 1997. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1980, 1987, 1991 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)

Alternate #3 $2,000.00 Add (2) 4'x4' skylights
Alternate #4 $1,000.00 Add (1) electric projection screen

* Alternate #5 $ 28,000 valid for 120 days. Not Accepted

§ 4.3 Unit prices, if any, are as follows:

NA

ARTICLE 5 PAYMENTS
§ 5.1 PROGRESS PAYMENTS
§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th 25th day of a month, the Owner shall make payment to the Contractor not later than the 25th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

AIA Document A101™ – 1997. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1980, 1987, 1991 and 1997 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.8 of AIA Document A201-1997;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-1997.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-1997.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

NA

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

AIA Document A101™ – 1997. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1980, 1987, 1991 and 1997 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To

ARTICLE 6 TERMINATION OR SUSPENSION

§ 6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

§ 6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

No interest shall be paid on late payments or retainage.

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 7.3 The Owner's representative is:
(Name, address and other information)

City of Sedro-Woolley
220 Munro Street
Sedro-Woolley, WA 98284
Doug Wood

§ 7.4 The Contractor's representative is:
(Name, address and other information)

Colacurcio Brothers, Inc.
3287 H St. Rd.
Blaine, WA 98230
Marlen McIntyre

§ 7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 7.6 Other provisions:

NA

AIA Document A101™ – 1997. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1980, 1987, 1991 and 1997 by The American Institute of Architects. **All rights reserved. WARNING:** This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

§ 8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

§ 8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

§ 8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated , and are as follows

Document	Title	Pages
Project Manual	General Conditions	00700 - 1
	Supplementary Conditions	00800 - 1 to - 4
	Special Conditions	00825 - 1 to - 6

§ 8.1.4 The Specifications are those contained in the Project Manual dated as in Section 8.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
Exhibit - A - Section 00010 dated 12/18/06	Table of Contents	(4) pages

§ 8.1.5 The Drawings are as follows, and are dated 12/18/06 & 12/17/06 unless a different date is shown below:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
Exhibit - B	- Drawing Index	(see exhibit for Drawing dates)

§ 8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
(1) One	January 18, 2007	(33) thirty three Pages
(2) Two	February 7, 2007	(12) twelve pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

AIA Document A101™ – 1997. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1980, 1987, 1991 and 1997 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To

§ 8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Section 00410 Bid Form
Section 00102 Bidder's Qualifications
Section 00437 Subcontractor Listing
Section 00101 Advertisement for Bid
Section 00300 Information Available to Bidders
Section 00433 Bid Security Form (see Bid Bond Attached)

RD Instruction 1942-A
(Guide 19 - Attachment 9) General conditi
Guide 18 - Supplementary Condition
Guide 19 - 6 - Payment Bond
Guide 19 - 5 - Performance Bond
Notice of Award
Notice to Proceed

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
(Printed name and title)	*(Printed name and title)*

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document A101™ – 1997. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1980, 1987, 1991 and 1997 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To

Exhibit-A 12/18/07

SECTION 00010

TABLE OF CONTENTS

INTRODUCTORY INFORMATION AND BIDDING REQUIREMENTS

Section	00000	Bidder's Checklist	00000 - 1
	00010	Table of Contents	00010-1 to -4
	00101	Advertisement for Bids	00101-1
	00102	Bidder's Qualifications	00102 – 1 to - 2
	00200	Instructions to Bidders	00200-1 to - 5
	00300	Information Available to Bidders	00300-1
		Soils Infiltration Investigation	8 Pages
	00410	Bid Form	00410-1 to -3
	00433	Bid Security Form (AIA Document A310)	00433-1
	00437	Sub Contractor Listing	00437 - 1
	00457	Retainage Investment Option	00457-1 to -2
	00520	Agreement Form (AIA Document A101)	00520-1
	00600	Bonds and Certificates	00600 – 1 to - 3
	00614	Performance Bond and Payment Bond (AIA Document A312)	00614-1
	00623	Certificates of Insurance	00623-1
	00700	General Conditions (AIA Document A201)	00700-1
	00800	Supplementary Conditions	00800-1 to –4
	00825	Special Conditions	00825 - 1 to - 6
	00830	Department of Labor Wage Rates	00830-1

DIVISION 1 - GENERAL REQUIREMENTS

Section	01110	Summary of Work	01110-1
	01230	Alternates	01230-1
	01250	Contract Modification Procedures	01250-1 to -4
	01290	Payment Procedures	01290-1 to -2
	01311	Project Coordination	01311-1 to -3
	01312	Project Meetings	01312-1
	01325	Progress Schedules and Reports	01325-1
	01335	Shop Drawings, Product Data, and Samples	01335-1 to - 4
		(Sample Submittal Schedule)	01335-4
	01410	Regulatory Requirements	01410-1
	01420	References	01420-1 to - 2
	01450	Quality Control	01450-1 to -2
	01500	Temporary Facilities and Controls	01500-1 to -2
	01630	Product Substitution Procedures	01630-1 to -3
	01631	Substitution Request Form	01631-1 to -2
	01720	Preparation	01720-1
	01740	Cleaning	01740-1 to -3
	01785	Operation and Maintenance Data	01785-1 to -3
	01787	Warranties and Bonds	01787-1 to -3
	01789	Project Record Documents	01789-1 to -4
	01820	Demonstration and Training	01820-1

DIVISION 2 - SITE CONSTRUCTION

Section	02200	Site Preparation	02200 -1
	02210	Selective Demolition	02210 -1 to – 4
	02214	Structural Growing Medium	02214 - 1 to - 4
	02300	Earthwork	02300 -1 to - 5
	02500	Utility Services	02500 -1
	02515	Unit Pavers	02515 - 1 to - 5
	02530	Sanitary Sewerage	02530 -1
	02600	Drainage and Containment	02600 -1 to - 2
	02700	Asphalt Paving	02700-1
	02810	Irrigation Bidder Designed	02810 - 1 to – 7
	02870	Site Furnishings	02870 - 1 to - 3
	02900	Landscaping	02900 - 1 to - 6

DIVISION 3 - CONCRETE

Section	03100	Concrete Forms and Accessories	03100-1 to -2
	03200	Concrete Reinforcement	03200-1 to - 2
	03300	Cast-In-Place Concrete	03300-1 to -4

DIVISION 4 - MASONRY

Section	04100	Brick Veneer	04100 -1 to - 4
	04730	Simulated Stone	04730 - 1 to - 2

DIVISION 5 - METALS

Section	05120	Structural Steel	05120 -1 to - 2
	05500	Metal Fabrications	05500 -1 to -3

DIVISION 6 - WOOD AND PLASTICS

Section	06100	Rough Carpentry	06100 -1 to –5
	06174	Wood I Joists	06174 - 1 to - 2
	06175	Wood Trusses	06175 -1 to -2
	06180	Glued-Laminated Construction	06180 - 1
	06200	Finish Carpentry	06200 -1 to - 2
	06410	Custom Cabinets	06400 - 1 to - 4

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

Section	07210	Building Insulation	07210-1 to -2
	07224	Rigid Insulation	07224 - 1 to - 4
	07240	Stucco	07240 - 1 to - 4
	07260	Vapor Retarders	07260 -1 to - 2
	07270	Air Barriers	07270 -1
	07411	Metal Roof Panels	07411-1 to - 4
	07415	Metal Wall Panels	07415 - to - 3
	07500	Modified Bitumen/Cap Sheet Roof System	07500 -1 to - 4
	07527	TPO Membrane Roofing	07527 -1 to - 4

	07630	Gutters and Downspouts	07630 – 1 to - 2
	07220	Manufactured Roof Specialties	07220 – 1 to – 3
	07840	Fire-stopping	07840 – 1 to - 3
	07920	Joint Sealants	07920-1 to -2

DIVISION 8 - DOORS AND WINDOWS

Section	08110	Steel Doors and Frames	08110-1 to -3
	08210	Wood Doors	08210-1 to -3
	08310	Stile and Rail Wood Doors	08310 - 1 to - 3
	08320	Access Doors and Panels	08230 - 1
	08360	Coiling Doors	08360 - 1 to - 2
	08400	Entrances and Storefronts	08400-1 to -3
	08520	Aluminum Nail Flange Windows	08520-1 to - 2
	08700	Finish Hardware	08700-1 to - 15
	08721	Automatic Door Opener	08721 - 1 to - 5
	08800	Glazing	08800-1 to -2
	08950	Insulated Translucent Fiberglass Sandwich Panel System	08950 - 1 to - 5

DIVISION 9 - FINISHES

Section	09110	Non-Load Bearing Framing	09110 -1 to - 3
	09250	Gypsum Board	09250 -1 to - 4
	09300	Tile	09300 -1 to -3
	09510	Acoustical Ceilings	09510 -1 to – 3
	09650	Resilient Flooring	09650 -1 to -2
	09680	Carpet	09680 -1 to -2
	09840	Sound Absorbing Panels	09840 - 1 to - 4
	09900	Paints and Coatings	09900 -1 to - 4

DIVISION 10 - SPECIALTIES

Section	10100	Visual Display Boards	10100 -1
	10165	Plastic Laminate Toilet Compartments	10165 - 1 to - 2
	10200	Louvers and Vents	10200 -1
	10310	Fireplace Specialties and Accessories	10310 - 1
	10400	Identification Devices	10400 -1
	10500	Pre-manufactured Lockers	10500 - 1 to - 2
	10520	Fire Protection Specialties	10520 -1
	10800	Toilet and Bath Accessories	10800 -1 to -2

DIVISION 11 – EQUIPMENT

Section	11132	Projections Screen	11132 -1 to -2
	11450	Residential Equipment	11450 -1

DIVISION 12 - FURNISHINGS

Section	12490	Window Treatments	12490 -1 to –2

DIVISIONS 13 - SPECIAL CONSTRUCTION

Section	13070	Bullet Resistant Fiberglass	13070 -1 to - 2

DIVISION 14 – CONVEYING SYSTEMS

Section	14290	Hydraulic Elevator	14290 – 1 to - 16

DIVISION 15 - MECHANICAL

Section	15010	Basic Mechanical Requirements	15010-1 to -7
	15050	Basic Materials and Methods	15050-1 to -16
	15250	Mechanical Insulation	15250 – 1 to - 3
	15300	Fire Protection	15300-1 to - 7
	15400	Plumbing	15400-1 to - 7
	15750	Heat Transfer	15750-1 to - 7
	15880	Air Distribution	15880-1 to - 5
	15990	Adjusting and Balancing	15990-1 to – 3

DIVISION 16 - ELECTRICAL

Section	16010	Basic Electrical Requirements	16010-1 to – 27
	16045	Moisture Fire & Dust Stopping Sealing	16045-1 to - 4
	16060	Grounding	16060-1 to - 4
	16100	Wiring Methods	16100-1 to - 15
	16400	Equipment & Devices	16400-1 to - 11
	16500	Lighting & Lighting Controls	16500-1 to - 10
	16720	Fire Detection & Alarm System	16720-1 to - 15
	16722	Security System	16722-1 to - 6
	16740	Telecommunication Systems	16740-1 to - 24
	16770	Sound & Video Systems	16770 - 1 to - 13

END OF SECTION

DRAWING INDEX - Exhibit 'B'

A-0.0	COVER SHEET
A-0.1	GENERAL NOTES

CIVIL 12/18/06

C0.0	CIVIL COVERSHEET
C1.0	EXISTING SITE/UTILITIES AND DEMO
C2.0	SITE DIMENSIONS AND GRADING
C3.0	PROPOSED SITE/UTILITIES
C4.0	CONSTRUCTION DETAILS

ARCHITECTURAL 12/18/06

A-1.0	SITE DEMO
A-1.1	SITE PLAN
A-1.2	SITE DETAILS
A-2.0	FIRST FLOOR EXIT PLAN
A-2.1	SECOND FLOOR EXIT PLAN
A-2.2	EXISTING DEMO PLAN
A-2.3	FIRST FLOOR PLAN OVERALL 1/8"=1'-0"
A-2.4	FIRST FLOOR DIMENSION PLAN 1/8"=1'-0"
A-2.5	FIRST FLOOR ENLARGED PLAN 1/4"=1'-0"
A-2.6	FIRST FLOOR ENLARGED PLAN 1/4"=1'-0"
A-2.7	SECOND FLOOR PLAN OVERALL 1/8"=1'-0"
A-2.8	FIRST FLOOR REFLECTED CEILING PLAN
A-2.9	SECOND FLOOR REFLECTED CEILING PLAN
A-2.10	ROOF PLAN
A-2.11	DOOR SCHEDULE
A-2.12	WINDOW SCHEDULE
A-2.13	FINISH SCHEDULE
A-2.14	MATERIAL SCHEDULE
A-3.0	ELEVATIONS
A-4.0	BUILDING SECTIONS
A-4.1	BUILDING SECTIONS
A-4.2	BUILDING SECTIONS
A-5.0	TYP. WALL SECTIONS
A-5.1	TYP. WALL SECTIONS
A-6.0	STAIR DETAILS
A-6.1	STAIR DETAILS
A-6.2	WALL TYPES
A-6.3	CEILING/ ROOF DETAILS
A-6.4	DOOR & WINDOW DETAILS
A-6.5	BUILDING DETAILS
A-6.6	BUILDING DETAILS
A-6.7	BUILDING DETAILS
A-6.8	BUILDING DETAILS
A-7.0	INTERIOR ELEVATIONS
A-7.1	INTERIOR ELEVATIONS

STRUCTURAL 12/17/06

S-1.1	GENERAL NOTES
S-1.2	GENERAL NOTES, LEGEND & ABBREV.
S-2.1	FOUNDATION PLAN
S-2.2	SECOND FLOOR FRAMING PLAN
S-2.3	HIGH ROOF FRAMING PLAN
S-3.1	FOUNDATION DETAILS
S-4.1	SHEAR WALL DETAILS
S-4.2	FLOOR & ROOF FRAMING DETAILS
S-4.3	FLOOR & ROOF FRAMING DETAILS
S-4.4	FLOOR & ROOF FRAMING DETAILS

MECHANICAL 12/18/06

M-1.0	COVERSHEET
M-1.1	SCHEDULES
M-2.0	BELOW GRADE PLUMBING
M-2.1	FIRST FLOOR PLAN/PLUMBING
M-2.2	SECOND FLOOR PLAN/PLUMBING
M-3.0	FIRST FLOOR PLAN/HVAC
M-3.1	SECOND FLOOR PLAN/HVAC
M-3.2	ROOF PLAN/MECHANICAL
M-4.0	DETAILS

ELECTRICAL 12/18/06

E-0.1	NOTES AND LEGEND
E-1.0	SITE POWER PLAN
E-1.1	POWER DEMO PLAN
E-2.0	FIRST FLOOR POWER PLAN
E-2.1	SECOND FLOOR POWER PLAN
E-2.2	EXISTING FLOOR PLAN
E-3.0	FIRST FLOOR LIGHTING PLAN
E-3.1	SECOND FLOOR LIGHTING PLAN
E-4.0	FIRST FLOOR ANCILLARIES PLAN
E-4.1	SECOND FLOOR ANCILLARIES PLAN
E-5.0	FIRST FLOOR TELECOMMUNICATIONS
E-5.1	SECOND FLOOR TELECOMMUNICATIONS
E-5.2	TELECOMMUNICATIONS DETAILS
E-5.3	TELECOMMUNICATIONS DETAILS
E-6.0	POWER SYSTEM DIAGRAM
E-6.1	PANEL SCHEDULE
E-6.2	LIGHTING FIXTURE SCHEDULE

LANDSCAPE PLAN 12/18/06

L-1.0	LANDSCAPE PLAN
L-2.0	LANDSCAPE DETAILS
L-3.0	LANDSCAPE DETAILS

DEFERRED SUBMITTALS

SIGNAGE PERMITS
FIRE ALARM AND FIRE SPRINKLER SHOP DRAWINGS

SPECIAL INSPECTIONS REQUIRED

PER IBC CHAPTER 17 PROVIDE THE FOLLOWING SPECIAL INSPECTIONS:

EARTHWORK AND COMPACTION
STEEL CONSTRUCTION AND HIGH STRENGTH BOLTING
EPOXY AND DOWLED ANCHORS AND REBAR
STEEL REINFORCEMENT
CONCRETE

SEE STRUCTURAL DRAWINGS FOR ADDITIONAL NOTES

SECTION 00410

BID FORM

Bidder's Firm Name: COLACURCIO BROTHERS, INC. Date: 1-23-07

Address: 3287 H ST. RD.
BLAINE, WA 98230

Telephone No.: 360-332-4044

TO: The City of Sedro-Woolley
C/o Carletti Architects, P.S.
116 E. Fir Street, Suite A
Mount Vernon, WA 98273

Gentlemen:

The undersigned having carefully examined the Bid Documents entitled "The City of Sedro-Woolley Council/Courtroom Chambers Expansion", dated December 18, 2006 and having visited the site and examined the conditions affecting the Work, hereby submits the following proposal:

The Undersigned proposes to furnish all labor, materials, services and incidentals, and to perform all work necessary for the completion of the Work described in the Contract Documents for the following Stipulated Sum for each bid item:

BASE BID ITEM

BASE BID ADDITION AND SITE IMPROVEMENTS:

$ 2,888,000.00 TWO MILLION EIGHT HUND. EIGHTY EIGHT THOUS. + NO CENTS

ALTERNATE BID ITEMS

DEDUCTIVE ALTERNATE BID NO. ONE: Sun Screen.

< $ 4,800.00 > FOUR THOUS. EIGHT HUND. + NO CENTS

DEDUCTIVE ALTERNATE BID NO. TWO: Gas fireplace.

< $ 4,900.00 > FOUR THOUS. NINE HUND. + NO CENTS

ADDITIVE ALTERNATE BID NO. THREE: (2) Two 4'x4' skylights.

$ 2,000.00 TWO THOUSAND + NO CENTS

ADDITIVE ALTERNATE BID NO. FOUR: Electric projection screen.

$ 4,000.00 FOUR THOUSAND AND CENTS

ADDITIVE ALTERNATE BID NO. Five: Landscape and bidder designed irrigation at interior parking lot.

$ 28,000.00 TWENTY EIGHT THOUSAND AND CENTS

The Owner reserves the right to reject any or all bids for cause and to waive minor irregularities in the bidding.

The Owner will award the bid to the lowest or best bid, taking into consideration price, and other factors that will contribute toward their exercising judgement to obtain the best value for the City of Sedro-Woolley.

SALES TAX

The Undersigned certifies that the above-named construction costs do not include Washington State and Local Sales Taxes applicable to Skagit County as applied to materials and labor which will become a permanent part of the Work. All other Sales and Use Taxes properly levied by the State of Washington and Local Agencies on labor, materials, and equipment utilized on a temporary basis shall be included in the proposed amounts.

CONTRACT PROVISIONS

If the Undersigned is notified of the acceptance of this proposal within 45 days from the date set for the opening thereof, or at any time thereafter before this proposal is withdrawn, the undersigned agrees to execute a contract for the above Work for the above-named compensation in the required Form of Agreement containing the following provisions and to furnish the required bonds.

1. Time of Completion: The Undersigned agrees if awarded the Contract, to complete it within Two Hundred Seventy (270) consecutive calendar days after the Notice to Proceed.

2. Liquidated Damages: The Undersigned agrees that time is of the essence of this Contract and acknowledges that the amounts of damages specified are a measure of the damages that the Owner will sustain should the Undersigned fail to complete the Work within the Contract Time. Liquidated damages shall be five hundred dollars ($500.00) for each consecutive calendar day that Substantial Completion is delayed, and the sum of five hundred dollars ($500.00) each consecutive calendar day that Final Completion is delayed.

BID GUARANTEE

The Undersigned agrees that the check or bid bond accompanying this proposal which amount is not less than 5 percent of the bid proposed, is left in escrow with the Owner, that the amount of the check, or penal sum of the bond, is the measure of damages which the Owner will sustain by failure of the Undersigned to execute said Contract and furnish required bonds, and that if the Undersigned fails to deliver said documents within 10 days after receipt of notice of award to him, the check shall become the property of the Owner and the bond shall remain in full effect.

But if this proposal is not accepted within 45 days after the time set for the opening of bids, then the check shall be returned and the bond shall become void.

ADDENDA
Receipt of Addenda numbered 1, 2 is hereby acknowledged.

NON-COLLUSION CERTIFICATE
The Undersigned, being duly sworn, deposes and says that the person, firm, associated, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of this proposal to the City of Sedro-Woolley for consideration in the award of the contract.

PREVAILING WAGES
The Undersigned hereby agrees to pay labor not less than the current prevailing rates of wages as determined by the State Bureau of Labor and Industries or less than hourly minimum rates of wages set forth in the Wage Rates for this Project.

Signature of Bidder CHRIS COLACURCIO

SECRETARY/TREASURER
Title

COLACURCIO BROTHERS, INC.
Name of Company

3287 H ST RD.
Address

BLAINE WA 98230

360.332.4044
Telephone Number

State of Washington contractor's license number: COLACBI150P8

NOTE: If Bidder is a corporation, write state of incorporation, or if Bidder is partnership, give full names and addresses of all partners.

Subscribed and sworn to before me this 23 day of JAN, 2007

Notary Public in and for the State of Washington, residing in BLAINE Washington.

END OF SECTION

BRENDA A TVRDY
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
MAR 3, 2011

BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, COLACURCIO BROTHERS, INC.

as Principal, hereinafter called the Principal,

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND,

of P.O. BOX 24347, SEATTLE, WA. 98124-0347, a corporation duly organized under the laws of the State of MD, as Surety, hereinafter called the Surety, are held and firmly bound unto

CITY OF SEDRO-WOOLLEY as Obligee, hereinafter called the Obligee,

in the sum of 5% of Bid Amount ----------

Dollars ($ 5% of Bid Amount), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for SEDRO-WOOLLEY MUNICIPAL BUILDING AND COURTROOM / COUNCIL EXPANSION

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 23RD day of January, 2007.

Witness

COLACURCIO BROTHERS, INC.

(Seal)

Principal

CHRIS COLACURCIO SEC/TREAS Title

Witness

MARK A. JENSEN

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Victoria B McBride

VICTORIA B. McBRIDE Attorney-in-Fact

SECTION 00102

BIDDER'S QUALIFICATIONS

Each bidder submitting a proposal for this Project shall submit, as part of its bid, the following information:

1. Name of Bidder: COLACURCIO BROTHERS, INC.

2. Business Address: 3287 H ST RD
BLAINE WA 98230

3. Telephone Number and Area Code: 360. 332-4044

4. IRS Federal Employer's Identification Number: 91-1272138

5. Number of years engaged in the contraction business under the present firm name: 23

6. Total value of contracts in force: 22 MILLION

7. General description of work for which Bidder is qualified:
COMMERCIAL BUILDING INCLUDING SCHOOLS, POLICE STATIONS, LIBRARIES, ETC.

8. Recent significant project completed by Bidder including owner's name, approximate cost, and completion date:
1. NORTHWEST INDIAN COLLEGE - LUMMI INDIAN BUSINESS COUNCIL
3.2 MILLION NOV. 2006
2. MALTBY ELEMENTARY - MONROE SCHOOL DISTRICT
6.4 MILLION JAN. 2006
3. MUKILTEO POLICE STATION - CITY OF MUKILTEO
3.0 MILLION MAY 2004
4. BRIER CITY HALL - CITY OF BRIER
2.0 MILLION MAY 2005

9. Major equipment owned by the Bidder:
1. 4 EXCAVATORS
2. 6 BACKHOES

3. 3 LOADERS

4. 4 DOZERS

10. Bank Reference: PEOPLES BANK
GEORGE BOWEN
360-354-7201

11. Washington State Contractor Registration Number: COLACBI150P8

12. Bonding Reference: BROWN & BROWN INSURANCE
MARK JENSEN
206-956-1600

13. Bidder's Bonding Capacity: 15 MIL SINGLE, 30 MIL AGGREGATE

Bidder:

By: CHRIS COLACURCIO Title: SECY/TREAS Date: 1-23-07

END OF SECTION

SECTION 00437

SUBCONTRACTOR LISTING

Bidder's Name: COLACURCIO BROTHERS, INC.

Project Name: SEDRO-WOOLLEY MUNICIPAL BUILDING + COURTROOM/COUNCIL EXPANSION

Named subcontractors must have a reputation of competency in their respective fields of work. Contractor assumes responsibility for quality of work performed by their selected subcontractors. If a category of work will not be subcontracted bidder must list themselves.

	Designated Work	**Firm Name**
1.	Earthwork/Utilities:	COLACURCIO BROTHERS
2.	Concrete and flatwork:	COLACURCIO BROTHERS
3.	Masonry	~~PSE~~ MASONRY Works
4.	Carpentry/Framing:	COLACURCIO BROTHERS
5.	Roofing/Sheet Metal Flashing:	LYNDEN SHEET METAL
5.	Drywall:	VANBEEK DRYWALL
6.	HVAC:	R+H MECHANICAL
7.	Plumbing:	R+H MECHANICAL
8.	Fire Sprinkler:	ADVANCED FIRE PROTECTION
9.	Electrical:	SCOTT ELECTRIC

Bidder's Signature 1.23.07 Date

END OF SECTION

RESOLUTION NO.

A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, AUTHORIZING THE CONSTRUCTION OF A N ADDITION TO THE CITY'S MUNICIPAL BUILDING

WHEREAS, the City's current public safety building houses its police and fire departments; and

WHEREAS, the Sedro-Woolley City Hall is unsuitable for continued use as a municipal building as the City has outgrown its capacity and condition; and

WHEREAS, the City has designed an addition to the public safety building that will create a new space to house the City's administrative functions and serve as the new City Hall; and

WHEREAS, the City desires the construction of that project with a process that both includes the City Council in critical decision-making and allows for rapid decision-making when required by site conditions and project circumstances; and

THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1: The City hereby awards the bid to the low bidder Colacurcio Brothers, Inc., (Contractor), in the amount of two million eight hundred ninety four thousand Dollars ($2,894,000.00).

Section 2: The Mayor is authorized to sign the construction contracts with the Contractor.

Section 3: The Mayor or Mayor's designee is hereby authorized to enter into Change Orders with the Contractor provided that the following conditions are met:

A. Any individual Change Order does not exceed the amount of ten thousand Dollars ($10,000.00).

B. The aggregate total of all Change Orders approved under this Resolution shall not exceed fifty thousand Dollars ($50,000.00).

C. Following the approval of any Change Order under this Resolution, the Mayor or Mayor's designee shall provide an information report to the Council with the details of any approved Change Orders.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS 11^{h} DAY OF APRIL, 2007.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE 1569-07 and 1560-06 ADOPTING THE ANNUAL BUDGET FOR THE CITY OF SEDRO-WOOLLEY, WASHINGTON, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2007.

WHEREAS, the City Council has determined that it is in the best interest of the City to amend the 2007 Budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY, DO ORDAIN AS FOLLOWS:

Section 1. The 2007 Budget, adopted by Ordinance No. 1560-06, and passed by the City Council on November 21, 2006 and is hereby amended as set forth in this Ordinance.

Section 2. Estimated resources, including fund balances or working capital from each separate fund of the City of Sedro-Woolley, and aggregate totals for all such funds combined, for the year 2007 are set forth in summary form below, and are hereby appropriated for expenditure at the fund level during the year 2007 as set forth below:

FUND:	AMOUNT:
001 GENERAL FUND	5,089,574
104 ARTERIAL STREET FUND	1,955,296
105 LIBRARY FUND	286,309
106 CEMETERY ENDOWMENT FUND	120,796
107 CUM RESERVE FOR CITY PARKS FUND	42,476
108 STADIUM FUND	27,022
109 SPECIAL INVESTIGATIONS FUND	5,011
110 PUBLIC LANDS FUND	1,654,338
113 PATHS AND TRAILS FUND	37,537
204 LID 1991-1 DEBT SERVICE FUND	17,791
230 G/O BOND REDEMPTION FUND	260,268
302 CUM RES FOR C/E CAP OUT FUND	1,872,699
310 MITIGATION RES FOR POLICE FUND	94,659
311 MITIGATION RES FOR PARKS FUND	142,793
312 MITIGATION RES FOR FIRE FUND	152,611
331 CITY HALL CONSTRUCTION FUND	3,800,000
332 PWTF SEWER CONSTRUCTION FUND	4,843,692
401 SEWER FUND	3,511,186
407 98 SEWER REV BOND FUND	681,311
410 CUM RES FOR SEWER FACILITES FUND	5,067,797
411 98 SEWER REV BOND RESERVE FUND	519,239
412 SOLID WASTE FUND	1,632,336
501 EQUIPMENT REPLACEMENT FUND	985,342
TOTAL ALL FUNDS	32,800,083

Section 3. This ordinance shall be in force and take effect five (5) days after its publication according to law.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS 11th DAY OF APRIL, 2007.

_____
Mike Anderson, Mayor

ATTEST:

_____
Clerk-Treasurer

APPROVED AS TO FORM:

_____
City Attorney

	CITY HALL INTERIM FINANCING			
	3/2/2007			
		Interest		
	Bank	Rate	Fees	Conditions
1	Skagit State Bank	4.16% fixed simple undisbursed	-	-
2	US Bank	variable - 60% of US Bank Prime (4.95%)	due diligence costs legal expenses $500 set up fee	-
3a	Bank of America	3.9% fixed, full draw at closing	$2000 origination fee	-
			$600 legal	
3b	Bank of America	variable - 65% of BofA Prime -133bp (4.033%)	unused fee .10% + above	-
3c	Bank of America	65% of LIBOR + 58 bp (4.038%)	unused fee .10%	-
		fixed 1 - 12 months for each draw	+ above	
			prepayment penalty	
4	Whidbey Island	4.16 fixed	perhaps legal	-
5a	Horizon	fixed - FHLB+1% (6.5%)	$1500 legal	-
			0 loan fee w/1M dep	
5b	Horizon	variable WSJ Prime-2% (6.25%)	same as above	-
6	Peoples	3.95% fixed	legal estim $0	mo interest pmts
7	Banner	5.15% fixed	-	-

Peoples Bank

1801 Riverside Drive
Mount Vernon, WA 98273
Business Banking Group
(360) 848-8872
FAX (360) 848-9791
Toll-free (800) 584-8859
www.peoplesbank-wa.com

March 1, 2007

City of Sedro Woolley
Patsy K. Nelson, CPA
Clerk – Treasurer
720 Murdock Street
Sedro Woolley, WA 98284

Re: Commercial Loan Commitment

Dear Ms. Nelson:

We are pleased to inform you that Peoples Bank has approved your application for a commercial loan subject to the following terms and conditions. These terms and conditions may not be all-inclusive, but are intended to generally describe this conditional commitment provided to you.

BORROWER (S):	City of Sedro Woolley
AMOUNT:	$3,800,000.00 draw down non-revolving line of credit
PURPOSE OF LOAN:	Construction of new two story addition to the existing Public Safety building for the city of Sedro Woolley.
COLLATERAL:	This loan will be unsecured
INTEREST RATE:	A tax-exempt fixed rate of 3.95% per annum.
LOAN FEES:	There will be no loan origination fee on this loan. There will be no prepayment fees on this loan.

REPAYMENT TERMS: Required monthly payments of accrued interest with the entire remaining balance of principal, interest and costs to be paid in full at the maturity date of the note; September 1, 2008 from permanent financing by a direct loan from the USDA rural development loan fund.

SPECIAL TERMS and CONDITIONS:

a) Construction shall be completed by March 1, 2008.

b) Approval by Peoples Bank's legal counsel of all loan documents.

c) Confirmation from the USDA that this project qualifies for their funding, and when proceeds for refinancing will be available.

d) The borrowing will be bank-qualified. The city will provide an opinion of K & L Gates to the effect that the borrowing line is a valid and binding obligation of the City, and that interest on the bank loan is excludable from gross income and bank qualified under the Internal Revenue Code of 1986 as amended.

e) Satisfactory review by Peoples Bank of plans, specifications, bids and project budget.

f) Monthly draw requests to be approved by the borrower or its representative then by a bank officer for compliance to the completion schedule outlined in the construction contract.

g) Borrower will reimburse Peoples Bank for expenses incurred in connection with this loan application including, any and all legal expenses estimated at this time to be none.

ADDITIONAL TERMS: Loan documents will be provided by the borrower's bond counsel and may include additional terms and conditions not discussed above. The Bank will also require certain financial and other information prior to closing this loan, which will be discussed with you in detail upon your acceptance of this commitment. At the date of closing the loan, the financial condition and credit of Borrower and all other features of this transaction will be as represented to Bank without material adverse change. In the event of bankruptcy or insolvency or adverse material change in the credit worthiness of the Borrower, this commitment will terminate upon notice by the Bank. This commitment is non-assignable by the Borrower and the Borrower will not disclose the terms of this commitment except to their legal and financial advisors. This commitment supersedes any prior commitments, offers, or agreements, written or oral concerning this financing and can only be modified in writing.

ACCEPTANCE: This commitment is not binding unless the enclosed copy of this letter is signed by Borrower and received by us by 5:00 p.m. on *March 31, 2007* at which time the commitment will expire without notice if not so accepted. If, after acceptance, the loan has not closed by *May 31, 2007* , this commitment will expire without notice and all fees paid by borrower will be retained by Bank as compensation for expense incurred. Closing will be deemed to take place when the borrower is eligible for and receives the first disbursement even if security documents are filed or recorded earlier.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

If this conditional commitment is acceptable to you, please sign and return the enclosed copy of this letter prior to the final date of acceptance indicated above.

We look forward to working with you!

Sincerely,
Peoples Bank

_____

By: Bill Irving
Its: Senior Vice President

Acknowledged and accepted this ____day of _____.

City of Sedro Woolley

_____

By: Patsy K. Nelson, CPA
Its: Clerk-Treasurer

K&L|GATES

K&L Preston Gates Ellis LLP
925 Fourth Avenue
Suite 2900
Seattle, WA 98104-1158
T 206.623.7580 www.klgates.com

February 28, 2007

Ms. Patsy Nelson
Clerk-Treasurer
City of Sedro-Woolley
720 Murdock St.
Sedro-Woolley, WA 98284

Re: Proposal for Bond Counsel Services

Dear Ms. Nelson:

We are pleased to respond to your request for a letter of agreement outlining the legal services that we would expect to provide the City of Sedro-Woolley (the "City") as bond counsel in connection with the issuance of limited tax general obligation bond through the U.S. Rural Development to finance the city hall.

As bond counsel we will provide the following services:

1. Advise the City concerning the legal requirements under federal and state laws applicable to the issuance and sale of the bonds.

2. Advise the City concerning the status of interest on the bonds under federal tax laws.

3. Provide representation of bond counsel at all meetings and hearings held by the City during the period of issuance and sale of bonds when directed to do so.

4. In consultation with the office of the City Attorney, prepare the necessary proceedings, notices and other documents necessary for authorization, issuance and sale of the bonds.

5. Advise with respect to the giving of such notices and the conduct of such hearings as may be required by law.

6. Advise with respect to the factual and legal disclosure required by state or federal securities law.

7. Supervise the printing and delivery of the bonds to the purchasers and prepare all necessary closing documents.

8. Assemble and examine a transcript concerning all proceedings taken in connection with the issuance and sale of the bonds.

9. Provide advice concerning the tax-exempt status of the bonds.

10. Upon completion of all proceedings and upon our determination that all such proceedings and the bonds are valid, provide to the City and the bond purchasers our legal opinion approving the validity of all proceedings had for the authorization and issuance of the bonds and their delivery and stating the status of interest on the bonds under the federal tax laws.

As compensation for performing the services set forth in items 1 through 10 above for the bonds, we would charge a fee calculated on the basis of the principal amount of bonds actually issued, as follows:

Issue Size	Fee
$ 500,000 - $2,000,000	$ 2,690 + .18% of amount over $500,000
$2,000,000 - $5,000,000	$ 5,390 + .20% of amount over $2,000,000
$5,000,000- and up	$11,390 + .165% of amount over $5,000,000

We would charge 50% of the above fee for any interim financing. If the bonds are not issued, we will not charge for our services.

We recognize that the attorney-client relationship requires the utmost of trust and confidence between parties. Therefore, this agreement shall be terminable upon written notice should either party deem it necessary for any reason to terminate the relationship. The City would be entitled to retain any attorney work product generated to date of termination to be used solely for its own purposes.

If the agreement we propose is satisfactory, please have the enclosed copy of this letter signed as indicated below and return to us.

We appreciate the opportunity to assist the City with this financing and look forward to working with you. Please call if any questions arise.

Very truly yours,

KIRKPATRICK & LOCKHART PRESTON GATES & ELLIS LLP

By Nancy Neraas
Nancy M. Neraas

APPROVED AND ACCEPTED on behalf of the City of Sedro-Woolley, Washington:

By _____ _____
Date

H:\NMN\Sedro-Woolley Engagement.doc

CITY OF SEDRO-WOOLLEY
720 Murdock Street, Sedro-Woolley, WA 98284 (360) 855-0771

Memorandum

CITY COUNCIL AGENDA
REGULAR MEETING

APR 11 2007

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 14

To: Mayor and City Council

From: STAFF

Date: April 6, 2007

Re: Consultant Agreement – KPFF – Rhodes Road Arterial Loop Extension Between SR-20 and Cook Road

---

Background

The City is behind on spending a grant which includes extending part of the City's arterial loop between SR-20 and Cook Road, beginning at what is now the Hodgin Street traffic signal, and ending on the City-owned property on Cook Road, just east of the Brickyard Creek ditch. After a significant period wasted in miscommunication with the County, the City decided to utilize a private consulting engineer for the project to get things moving.

The Public Works Director has worked with KPFF in the past, and strongly recommends them for this project due to their large resource pool and experience with similar creek crossings and roundabout design.

The attached scope is very conservative and comprehensive, as this project still has many unknowns associated with it, and the very nature of the roadway is still a 'floating' target. As of yet, it has not been established exactly what the new road will look like, or if it will include a roundabout/traffic circle of some kind. We only know the two end connection points, that it must cross the creek, that we have 60 feet of ROW to work with, and that it is an arterial roadway classification, and must be designed and constructed to an arterial standard. There will be much coordination with the adjacent landowners which will be necessary.

Recommended Action

Authorize the Mayor to sign and execute the attached agreement with KPFF for professional services in the amount not to exceed $297,100.00.

PROFESSIONAL SERVICES AGREEMENT No. 07 - _

(To be used for engineering, professional, and consultant services)

This Agreement made and entered into this 11 day of April, 2007, by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City" and KPFF Consulting Engineers whose address is 1601 Fifth Avenue, Suite 1600, Seattle, WA 98101, hereinafter referred to as the "Contractor".

WHEREAS, the City desires to engage the Contractor to perform certain duties relating to professional services, and

WHEREAS, the Contractor has agreed to offer its professional services to perform said work, and

WHEREAS, the Contractor has represented and by entering into this Agreement now represents that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, to the standards required by City,

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by City, the services hereafter set forth in connection with this Agreement:

1. Scope of Services.

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, services as Rhodes Road Improvements – Hwy 20 to Cook Road that are requested by the City.

[ ] from time to time ("on-call");

These services shall include:

[x] see Attachment B-1, the "Scope of Work"; or

---

2. Relationship of Parties.

The Contractor, its subcontractors, agents and employees are independent Contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The contractor, subcontractors, agents, and employees shall not have the authority to bind City any way except as may be specifically provided herein.

The Contractor represents that it is customarily engaged in an independently established trade, occupation, profession or business of the same nature as that involved in the contract of services, and that it maintains a principal place of business other than City's office that is eligible for a business deduction under IRS regulations, and that on the effective date of this agreement it assumes responsibility for filing, at the next applicable filing period, a schedule of expenses with the IRS for the services subject to this agreement, it has established all required tax accounts with state government agencies, has a Washington State Uniform Business Identifier number, and is maintaining a separate set of books and records reflecting all expenses and income items of its business.

3. Time of Performance.

The service of the Contractor is to commence

[ ] On or before _____

[x] As soon as practicable after the execution of this Agreement shall be undertaken so as to ensure its expeditious completion in light of the purpose of this Agreement.

[ ] Completed not later than _____

[ ] Pursuant to the schedule set forth on Attachment _____, the "Schedule of Work."

4. Delays and Extensions of Time.

If either party is delayed at any time in the progress of providing services covered by this Agreement, by any causes beyond the party's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the other party.

5. Compensation and Schedule of Payments.

City shall pay the Contractor

[ ] $_____ per _____, plus an additional sum for costs as normally billed by professionals in the business, including mylars, extra-ordinary postage, copying and transportation, together with applicable sales tax, if any.

[x] pursuant to the schedule set forth on Attachment C-1, the "Cost estimate."

[x] $ 297,100.00 is the maximum amount to be paid under this Agreement, and it shall not be exceeded without City's prior written agreement in the form of a negotiated and executed supplemental agreement.

The Contractor shall be paid monthly on the basis of invoices for compensation earned by the Contractor during the billing period, as agreed by the parties. Payment shall be made within ten (10) days after approval of the voucher by the City council.

6. Ownership of Records and Documents.

The written, graphic, mapped, photographic, or visual documents prepared by the Contractor under the scope of work of this Agreement are instruments of the Contractor's services for use by the City with respect to this project and, unless otherwise provided, shall be deemed the property of the City. The City shall be permitted to retain these documents, including reproducible camera-ready originals of reports, reproduction quality mylars of maps, duplicates of 35 mm slides, digital images, and copies in the form of computer files, for the City's use. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, drawings, images or other material prepared under this Agreement. Provided, the Contractor shall have no liability for the use of the Contractor's work product outside of the scope of its intended purpose.

7. Termination.

A. This agreement may be terminated by either party for reasonable cause, upon written notice to the other party. Reasonable cause shall include:

a) Material violation of this agreement.

b) Failure to maintain professional standards in the performance of services related to this agreement.

B. This agreement may be terminated without cause upon thirty (30) days notice by the City.

C. Termination of this agreement shall not relieve either party of their obligations under this agreement, which accrue prior to the date of termination, or which, by their nature, are intended to survive completed performance of the scope of work, including the obligation of the City to pay for competent services performed prior to the date of termination.

D. This agreement shall terminate on the date indicated in (3) above or December 31, 2009, whichever is later.

8. Evaluation and Compliance with the Law.

The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations, including laws governing equal employment opportunity, and prevailing or area standard wage laws, if applicable.

9. City Business and Occupation License.

Prior to performing work under this Agreement, Contractor shall secure a City of Sedro-Woolley Business and Occupation License.

10. Liability and Hold Harmless.

Each party shall indemnify, save, and hold harmless the other party of any claim, damages, losses, liability or expense cause by or resulting from their negligence related to the performance of this contract.

[x] The Contractor shall provide proof to the City that it is insured under a professional liability insurance policy covering the work within the scope of this agreement, in such form and amounts as are acceptable to the City.

[ ] The Contractor shall provide proof to the City that it is insured under a general liability insurance policy covering the work within the scope of this agreement, in such form and amounts as are acceptable to the City.

For purposes of this agreement the Contractor waives immunity under RCW Title 51, the State Industrial Insurance Act for any claim brought by the City.

11. Employment Security. The Contractor shall comply with all employment security laws of the State of Washington, and shall timely make all required payments in connection therewith.

12. Amendments.

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto. Any changes in the scope of work or compensation shall be mutually agreed upon between the City and the Contractor and shall be incorporated in written amendments to this Agreement.

13. Scope of Agreement.

This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement or written amendment hereto.

14. Ratification.

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

15. Assignability. This agreement is not assignable by either party, without written consent of the other party.

16. Notices. Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

17. Choice of Law/Venue. Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the State of Washington. Venue for any court proceeding arising under or related to this agreement shall be in Skagit County Superior Court.

18. Non-exclusive Agreement. This agreement shall not prevent the City of Sedro-Woolley from entering into a contract with another person or firm for similar services.

DATED this _____ day of _____, 20___.

CITY OF SEDRO-WOOLLEY
A Washington Municipal Corporation

By: _____
Mayor

Attest:

_____
City Clerk

CONTRACTOR:

_____

By: _____

KPFF
CONSULTANT FEE DETERMINATION
SUMMARY OF TOTAL COST
Rhodes Road - Highway 20 to Cook Road - Phases I & II

DSC + OH + FF		
Phase I		$21,145.39
Phase II		$245,205.96
	Subtotal:	$266,351.35

DSC - Direct Salary Cost
OH - Overhead (134.93%)
FF - Fixed fee (30%)

Direct Reimbursables		
Phase I		$405.00
Phase II		$935.00
	Subtotal:	$1,340.00

Subconsultant Costs - Phase II		
Pacific Survey and Engineering		$13,958
PanGEO		$15,451
	Subtotal:	$29,409.00

Total Agreement Amount	**$297,100**

EXHIBIT B-I
SCOPE OF WORK
RHODES ROAD ROADWAY IMPROVEMENTS
FROM Highway 20 TO Cook Road PS&E
PHASE I
PROJECT DESCRIPTION

The scope of work presented below represents the effort to develop the alignment analysis and prepare a design report for the project titled Rhodes Road.

1.0 PROJECT MANAGEMENT AND MEETINGS

Management task assignments include Project administration and coordination with the City Project Manager. We anticipate the need to attend four meetings with the design team to discuss design options.

Project Management will also be responsible for preparation of invoices and project reports.

6.0 PUBLIC INVOLVEMENT

A. The goal of the Public Involvement Program is to provide information to the public about the status of the PROJECT, and provide a forum for the community and affected property owners to provide input in the development of the PROJECT, including the alternative analysis. The public involvement program will include the following:

1. Prepare one project newsletter.
2. Conduct 1 general information open house.
3. The newsletter will be distributed at the beginning of the 60% Design and will notify the community about the open house.

Assumptions

A. Mailing List: Mailing list for property owners, stakeholders, regulatory agencies and City officials shall be provided by the City. The CITY will mail newsletters to residents and property owners to inform them of the proposed improvements.

B. Project Newsletter: The City shall provide mailing labels, as necessary, for mailing newsletters and other community wide mailings. The newsletter will be mailed by the City to a broad range of residents and businesses in the community. The content of the newsletters will be determined through meetings with the City. The CONSULTANT shall provide a camera-ready product.

Deliverables: *One camera-ready newsletter*

C. Mailings: The CONSULTANT shall prepare newsletters for distribution. The CITY shall send out the newsletters to support communication about the project, and upcoming open houses or other public sessions. The CITY shall ensure that

applicable regulations with regard to adequate public notice are satisfied. The CONSULTANT shall prepare the newsletters for the City to review far enough in advance for review, comment, and corresponding revisions to the final form by the CONSULTANT. City review of the newsletters will take 5 working days.

D. Meetings/Open House

1. Open House: The CONSULTANT shall plan, schedule, and conduct an open house to be held in Sedro Woolley. The purpose of this meeting is to present the preliminary design options to the community. The meeting will be organized and publicized through the newsletter by the CONSULTANT. CONSULTANT staff shall attend the open house along with City staff. CONSULTANT shall be responsible for providing comments and preparing responses.

8.0 ROADWAY DESIGN

A. Alignment Analysis

1. The Consultant shall provide civil design services for the study of alternate alignment analysis. The alignment analysis will include right-of-way impacts, wetland and sensitive area impacts, AASHTO design standards for the required design speed, and construction costs. The alignment analysis will be performed on an aerial provided by the City. Maximum of five alignment alternatives will be evaluated as part of this scope, including evaluation of a roundabout/traffic circle.

   For the five alignment alternatives, preliminary drainage concepts shall be developed for evaluation. Proposed potential detention/water quality pond locations shall be identified on the aerial. The drainage design will follow the 2006 DOE Storm water Management Manual for Western Washington.

B. Design Memo and Recommendation

1. The Consultant shall prepare a design Memo that compiles the results of the alignment study. The Consultant shall work with the City to come up with a proposed recommended option.

WORK ACCOMPLISHED BY CITY

- City of Sedro Woolley will provide the aerial for the alignment study.
- City of Sedro Woolley will establish environmental site constraints, (i.e., delineating existing wetland areas).
- Roadway Sections and Details: City of Sedro Woolley to create typical roadway section drawings. Drawings will provide typical paving thicknesses and edge condition improvements.

ASSUMPTIONS

- The contract assumes two review submittals for draft and final review.
- Work will be done in accordance with the American Association of State Highway and Transportation Officials (AASHTO), and WSDOT guidelines and specifications.
- Drainage design is not included as part of this scope of work.
- Final design of the preferred option is not included as part of this scope, and is part of Phase II.

DELIVERABLES

- Five copies of the draft Design memo
- Five copies of the final Design memo.

EXHIBIT B-I
SCOPE OF WORK
RHODES ROAD ROADWAY IMPROVEMENTS
FROM Highway 20 TO Cook Road PS&E
PHASE II
PROJECT DESCRIPTION

This Scope of Work is to detail the necessary elements needed to prepare the Plans, Specifications, and Estimate (PS&E) package for the PROJECT titled Rhodes Road, which begins at the intersection of Highway 20 and ends at the intersection of Cook Road. This Scope also includes the project management, quality control, and public involvement for the PS&E package for the PROJECT. It is the CITY's intent that all work associated with preparing this PS&E will be performed in accordance with Skagit County Standards.

The CONSULTANT shall provide all labor and services necessary to complete the work of this AGREEMENT, including all supplies, equipment, software, incidentals, and materials except as designated elsewhere in this AGREEMENT. The CONSULTANT shall submit all work to the CITY in CITY format as it is detailed in the work elements.

The final contract plans shall be stamped with the seal of the consulting engineer. The major features include the following:

- Widen .75 miles of Rhodes Road to provide two travel lanes, and, curb, gutter, and sidewalk.
- Design retaining walls to support roadway fill where necessary.
- Preparation of contract plans, specification, and engineers estimate for the PS&E package.
- Adjust impacted driveways and road approaches to meet the appropriate design standards.

1.0 PROJECT MANAGEMENT AND QUALITY CONTROL

A. Project Management - This Scope also includes the project management and quality control and public involvement for the PS&E package for the project titled Rhodes Road.

1. Direction of the CONSULTANT staff and review of their work over the course of the PROJECT shall be provided. This work element includes preparing the monthly progress reports, monitoring the status of individual work elements, attending meetings, communicating outstanding information, and coordinating work items planned for the following month.
2. Periodic monitoring of the PROJECT budget will occur over the course of the PROJECT. Current budget status shall be developed by the CONSULTANT. This work element is intended to help monitor costs and budgets and to propose corrective actions. These actions could include formal requests for budget increases or scope modifications or reduction.

3. Drawings and documents received and generated over the course of the PROJECT require review, coordination, and file management. This information will be filed to facilitate ready and selective retrieval. The status of requested information will be monitored.

B. Subconsultant Liaison

1. Direction of the SUBCONSULTANTS and review of their work over the course of the PROJECT shall be provided by the CONSULTANT. This work element includes reviewing the status of individual work element and monthly progress reports, attending meetings, and planning work items for the following month.
2. Monthly monitoring of the SUBCONSULTANTS budget shall occur over the course of the PROJECT. Current status will be developed. This work element is intended to help monitor costs and budgets and to propose corrective actions. These actions could include formal requests for scope/budget modifications.

C. Create and Maintain the Schedule

1. The CONSULTANT shall submit a preliminary project schedule to the City no later than 20 working days after the date the AGREEMENT is executed. This schedule, as well as all supplemental schedules, shall be developed by a critical path method using Microsoft Project and shall show:
   a. Completion of all work within the specified contract time
   b. The proposed order of work
   c. Projected starting and completion dates for major phases of the work (milestones) for the total project.
2. The CONSULTANT shall submit supplemental project schedules at the monthly status meetings or whenever there has been a change in the schedule affecting the critical path, and when requested by the City. Supplemental schedules shall reflect all changes in the proposed order of work and all affects to the progress of the work.
3. Work shall progress consistent with the following major milestones:
   a. Environmental documentation.
   b. Complete PS&E.
   c. Right-of-way acquisition.

D. Monthly Progress Reports and Invoices

1. Monthly progress reports shall be prepared by the CONSULTANT in a format agreed to with the City's Project Design Engineer, and shall include a written report of the work performed by the CONSULTANT and SUBCONSULTANTS during the billing period.
2. Monthly invoices shall be prepared by the CONSULTANT for work activities for the prior month. These shall include SUBCONSULTANT'S work. Both the progress report and invoice shall be submitted at the same time.

Deliverables: Monthly Progress Reports and Invoices

E. Coordination Meetings and Field Visits

1. This work elements provides for the preparation, attendance, follow-up, and documentation relating to attendance of meetings during the length of the PROJECT. These meetings will be the forum for the agencies to provide input and guidance for the direction of the PROJECT. They will also be used to discuss PROJECT issues, approve submittals, and develop potential solutions.
2. The CONSULTANT shall prepare for, attend, and document up to 12 bi-monthly (one every other week) coordination meetings with the City, and other affected agencies and SUBCONSULTANTS. The meetings will be held in the City of Sedro Woolley. The CONSULTANT shall prepare a meeting agenda and distribute to the participants prior to each meeting. The CONSULTANT shall prepare and distribute meeting notes (minutes) to all meeting participants, and the City's Project Manager within seven calendar days following the meeting. The meeting notes shall include a list of attendees determined at the meeting, an outline of the meeting discussion, a description of decisions made at the meeting, a list of tasks to be performed by any of the attendees determined at the meeting, and a schedule for tasks or additional meetings discussed at the meeting. The meeting notes shall be submitted to the City for approval.
3. The CONSULTANT shall organize separate meetings with key stakeholders and agencies, including the following:

   a. Washington State Department of Fish and Wildlife
   b. Gas, Cable, and Telephone Companies

   These meetings shall gather and provide information relative to the design. These meetings will take place in Sedro Woolley or where appropriate and are assured to require three additional meetings beyond the bi-monthly meetings.

   Contacts and meetings with outside groups shall be coordinated with the City. The City will have an opportunity to have representatives attend all meetings. The CONSULTANT shall not make any commitments to outside agencies on behalf of the City.
4. The bi-monthly meetings will incorporate the monthly status meetings and meetings with City support groups/offices. Separate meetings for these purposes are not anticipated.
5. The CONSULTANT shall perform site visits to gather necessary information for the design and to field verify existing conditions.

Deliverables: Meeting Minutes/Field Reports

F. Quality Control/Assurance Review

1. This task is for QC/QA review of CONSULTANT deliverables by a designated QC/QA staff member of the CONSULTANT team. The review will cover analysis, calculations, documents, reports, plans, cost estimates, and pertinent information on an ongoing basis. The work entails the periodic review of design criteria, assumptions, concepts, and presentation of product format, and assurances that the overall PROJECT objectives are being fulfilled.

2. Additional quality review shall be provided by the City by their liaison by reviewing work in progress. Also, individual disciplines and support groups within the City will be utilized to review and provide direction of pertinent work items, and will coordinate with the CONSULTANT's project manager and pertinent staff members

2.0 ENVIRONMENTAL

A. The scope for this task will be defined as a supplement after the decision on final alignment.

3.0 GEOTECHNICAL

A. Obtain and review readily available surface and subsurface information, including geologic data from various sources, including the U.S. Geologic Survey and the Washington Department of Natural Resources.

B. Perform a site visit to locate and mark exploration locations in the field. PanGEO will contact the One-Call utility locate service to provide utility clearances before our proposed exploration effort.

C. Drill a total of six borings along the proposed alignment. Two borings will be drilled about 40 feet deep at the location of the creek crossing. Four borings will be drilled about 15 feet deep along the roadway alignments. Truck- and/or track-mounted drilling equipment will be used. We will not drill deeper than the aforementioned depths without prior authorization. The borings will be monitored and logged under the full-time observation of a PanGEO geotechnical engineer or engineering geologist. Standard Penetration Test samples will be obtained at 2.5-foot intervals in approximately the upper 10 feet of the test borings and at 5-foot intervals thereafter. The site soils are assumed to be "clean" (i.e., no hazardous materials or contamination), therefore drill cuttings will be disposed of on site. Conduct laboratory testing to determine certain index properties of the on-site soils, including moisture content, grain size analysis, and Atterberg Limits.

D. Perform engineering analysis and evaluate data derived from items 1 and 3 above, with respect to the items listed under item 5, below.

E. Prepare a Draft Geotechnical Report containing the results of our geotechnical study to support design and construction of the proposed roadway, including descriptions of surface and subsurface conditions, and a site plan showing exploration locations and other pertinent features. Summary exploration logs, charts and graphs indicating laboratory test results will also be included. The results of our engineering evaluations and preliminary geotechnical engineering recommendations pertaining to the following items will be presented:

1. Type, depth, allowable and ultimate bearing resistances, bearing elevations on either side of the creek crossing, and anticipated settlements of foundation elements for the structure crossing the creek;

2. Geotechnical design criteria for the crossing foundations, including seismic design requirements and liquefaction hazard analysis (if applicable);

3. Recommendations for general earthwork and grading;
4. Pavement surfacing recommendations; and
5. Constructability issues and concerns.

F. Prepare a Final Geotechnical Report incorporating responses to comments from the project team.

G. Provide project management of the geotechnical tasks and attendance at design team meetings. It is assumed that not more than two meetings will be required.

Please note that the scope of work proposed above does not include evaluation of chemical or hazardous material properties of soil and groundwater, special handling or disposal, or the potential presence of wetlands on the site.

Assumptions

A. Permits, if required, will be obtained by others;

B. Signing and flagging will not be required;

C. Explorations will be completed in a single mobilization;

D. Exploration crews will be subcontracted to PanGEO;

E. Mobilization and explorations can be accomplished during normal daylight work hours; and,

F. The project will be developed using English units of measure.

Deliverables: Draft and final geotechnical report

4.0 SURVEY AND BASEMAP

A. Surveying and mapping will be performed using published WSDOT horizontal & vertical control monuments along SR 20 in the project vicinity. Existing local survey monuments within the project area will be tied to these datums.
B. Record parcel, right of way, and easement lines in and around the project area will be calculated and depicted in the topographic basemap.
C. PSE will coordinate sub-surface utility locates in the project right of ways via the underground utility locating center. These locates will be supplemented with record utility as-built information as provided or as available from the City of Sedro Woolley or WSDOT.
D. The existing conditions topographic basemap will depict 1' contours, site features, improvements, drainage, utilities (both visible and sub-surface, with applicable measure-down information), and road frontages within the designated project area. This map will be suitable for anticipated project civil design and permitting.

Deliverables: *Final Basemap.*

5.0 HYDRAULICS

A. Stormwater Design Report

1. Prepare a design report to document final design values for the stormwater collection and conveyance systems. The drainage design and analyses will be based on the Department of Ecology Storm water Design Manual. The report will be submitted with the 60% construction document submittal.

B. Construction Plans

1. Prepare construction plan and profile drawings and detail drawings for the stormwater collection and conveyance system.
2. Incorporate City's comments on the 60%, 90%, and Final submittals including stormwater pre-design report, construction drawings, special provisions, and cost opinion.

Deliverables: *I) Storm water Design Report with 60% Plans.*

ii) Final Storm water Design Report

6.0 PUBLIC INVOLVEMENT

A. The goal of the Public Involvement Program is to provide information to the public about the status of the PROJECT, and provide a forum for the community and affected property owners to provide input in the development of the PROJECT, including the alternative analysis. The public involvement program will include the following:

1. Prepare one project newsletter.
2. Conduct 1 general information open house.
3. The newsletter will be distributed at the beginning of the 60% Design and will notify the community about the open house.

Assumptions

A. Mailing List: Mailing list for property owners, stakeholders, regulatory agencies and City officials shall be provided by the City. The CITY will mail newsletters to residents and property owners to inform them of the proposed improvements.

B. Project Newsletter: The City shall provide mailing labels, as necessary, for mailing newsletters and other community wide mailings. The newsletter will be mailed by the City to a broad range of residents and businesses in the community. The content of the newsletters will be determined through meetings with the City. The CONSULTANT shall provide a camera-ready product.

Deliverables: *One camera-ready newsletter*

C. Mailings: The CONSULTANT shall prepare newsletters for distribution. The CITY shall send out the newsletters to support communication about the project, and

upcoming open houses or other public sessions. The CITY shall ensure that applicable regulations with regard to adequate public notice are satisfied. The CONSULTANT shall prepare the newsletters for the City to review far enough in advance for review, comment, and corresponding revisions to the final form by the CONSULTANT. City review of the newsletters will take 5 working days.

D. Meetings/Open House

1. Open House: The CONSULTANT shall plan, schedule, and conduct an open house to be held in Sedro Woolley. The purpose of this meeting is to present the 60% design to the community and discuss impacts during construction. The meeting will be organized and publicized through the newsletter by the CONSULTANT. CONSULTANT staff shall attend the open house along with City staff. CONSULTANT shall be responsible for providing comments and preparing responses.

7.0 RIGHT-OF-WAY PLANS

A. The Consultant shall identify the necessary acquisition and prepare Right-of-Way Plans based on the preliminary design.

Assumptions:

- The CITY will obtain rights of entry from the property owners for survey access.
- Updates to the title reports will be required prior to preparing descriptions for property affected along the project.
- One (1) description per parcel will be generated (Fee Simple, and permanent easement).
- Construction permits will be in the form of a right of entry letter developed by the CITY and exhibit drawing will be developed. Descriptions will not be prepared.
- Staking the required acquisition areas will be accomplished in minimum groups of 10 parcels for each field visit.
- Copies of title reports will be required for appraiser and right of way agent; CITY will provide the required copies.

8.0 ROADWAY DESIGN

A. The CONSULTANT shall complete the 30% plans to the final PS&E. The roadway design elements for the final PS&E shall include:

1. Typical Roadway Sections
2. Site Preparation Plans
3. TESC Plans
4. Roadway Plan and Profile
5. Channelization, and Signing Plans and Details

6. Illumination Plans and Details
7. Construction Staging Plans
8. Summary of Quantities
9. Quantity Tabulation Sheets

Deliverables: *PS&E at 60%, 90%, and 100%.*

9.0 TRAFFIC CONTROL

A. Traffic control plans will be prepared by the contractor. CONSULTANT shall identify exhibits from the WSDOT K-Plans that should be included in the plan set.

10.0 COST ESTIMATE AND SPECIFICATIONS

A. The CONSULTANT shall prepare a 60% and final construction cost estimate for all roadway widening elements.

B. The CONSULTANT shall prepare a contract specifications per the CITY's design requirements. The draft specifications will be submitted with 90% Plans and Cost Estimate.

Deliverables: *Preliminary and final Specifications, Cost Estimate, and Documentation.*

11.0 REFERENCES

A. All work performed by the CONSULTANT shall be developed in accordance with the latest editions, amendments, and revisions of the following publications, where applicable:

1. State Publications
   a. "Standard Specifications for Road, Bridge, and Municipal Construction" (M41-10)
   b. "Standard Plans for Road, Bridge, and Municipal Construction" (M21-01)
   c. "Design Manual" (M22-01)
   d. "Plans Preparation Manual" (M22-31)
   e. "Hydraulics Manual" (M23-03)
   f. "Highway Runoff Manual" (M31-16)
   g. "Bridge Design Manual" (M23-50)
   h. "R/W Manual" (M26-01)
   i. "Environmental Procedures Manual" (M31-11)
   j. "Traffic Manual" (M51-02)
   k. "Design File Documentation Guidelines"
   l. Amendments and General Special Provisions
   m. WSDOT Northwest Region Special Provisions

n. "Standard Item Table"

o. "Standard Survey Codes"

p. "Noise Evaluation Procedures for Existing State Highways," WSDOT Directive D22-22, dated November 2, 1987

q. "Conformity Guidebook, Conformity of Transportation Activities to Air Quality Implementation Plans, A technical guidance for State and Local Agencies Implementing the Requirements of Chapter 173-420 WAC," Washington State Department of Ecology and Washington State Department of Transportation, October 1, 1993

2. American Association of State Highway and Transportation Officials (AASHTO) Publications

   a. "A Policy on Geometric Design of Highways and Streets" (1984) (Green Book)

   b. "Standard Specifications for Highway Bridges," 12th Edition (1977)

   c. "A Guide for Highway Landscape and Environmental Design" (1970)

   d. "Highway Design and Operational Practices Related to Highway Safety" (1974) (Yellow Book)

   e. Any American Association of State Highway and Transportation Officials policy applicable where said policy is not in conflict with the standards of the Washington State Department of Transportation

   f. "Guide on Evaluation and Attenuation of Traffic Noise," 1993.

3. US Department of Transportation (USDOT) and Federal Highway Administration (FHWA) Publications

   a. "Manual on Uniform Traffic Control Devices for Streets and Highways"

   b. "1994 Highway Capacity Manual"

   c. "Sound Procedures for Measuring Highway Noise: Final Report," FHWA-DP-45-1R, dated August 1981

   d. "ACTION: Guidance for Highway Traffic Noise Analysis," Memorandum from Director, Office of Environmental and Planning, FHWA, HEP-41, dated December 1, 1993

   e. "Fundamentals and Abatement of Highway Traffic Noise," FHWA-HHI-HEV-73-7976-1, dated June 1973 (reprinted February 1979)

   f. "FHWA Highway Noise Prediction Model," FHWA-RD-77-108

4. US Environmental Protection Agency (USEPA) Publications

   a. "Guideline for Modeling Carbon Monoxide from Roadway Intersections," USEPA, Office of Air Quality Planning Standards Technical Support Division, EPA-454/R-92-005, November 1992

   b. "User's Guide to CAL3QHC Version 2.0: A Modeling Methodology for Predicting Pollutant Concentrations Near Roadway Intersections," USEPA, Office of Air Quality Planning Standards Technical Support Division, EPA-454/R-92-006, November 1992

c. "User's Guide to Mobile5," USEPA, Office of Air Quality Planning Standards Technical Support Division, EPA-AA-AQAB-94-01, May 1994

5. Other Publications

a. "National Electrical Code"

b. Applicable County and City Publications

c. Department of Ecology Stormwater Management Manual for the Puget Sound Basin

d. "Procedures for Abatement of Highway Noise and Construction Noise," 23 CFR772

e. Related Conformity Rules under 40 CFR

f. Clean Air Act and Amendments through 1990

g. Washington Clean Air Act of 1991

B. The CONSULTANT shall be responsible for ensuring that the CONSULTANT has current copies of the publications listed. The State shall provide the CONSULTANT with one copy of all applicable WSDOT Directives and Letters of Instruction as they become available.

12.0 COMPUTER HARDWARE AND SOFTWARE

A. Files resulting from the preparation of the hydraulic report and the right-of-way plans shall be provided to the City in the IBM compatible format of:

1. Microsoft Office - Version 2000
2. Microsoft Project - Version 4.0
3. Internet Access with TCP/FTP capabilities and the CONSULTANT shall have an e-mail address
4. CADD – AutoCADD Version 2005 or latest version, including continuous updates
5. LDT Design Software - Version 2005 or latest version, including continuous updates
6. SOKKIA SDR Electronic Field Book (SDR-33 data collector)
7. SDR MAPS most recent version
8. Waterworks - software for hydrology and detention facility design

13.0 CITY-FURNISHED SERVICES AND INFORMATION

A. The City will supply support personnel on a continuing basis for ongoing assistance to provide information and answer questions on City standard procedures for plan preparation.

B. The City will provide materials and other support to the variance CONSULTANT design groups as stated in the other sections of this scope of work.

C. All aspects of coordination of the work outlined above with outside agencies, groups, or individuals shall receive advance approval by the City. Necessary contacts and

meetings with agencies, groups, or individuals shall be coordinated through the State.

KPFF
CONSULTANT FEE DETERMINATION
SUMMARY OF COST

Rhodes Road - Highway 20 to Cook Road - Phase I

Classification	Direct Salary Cost	Total Hours	Direct Salary Total Cost
Principal in Charge	$58.00	7	$406.00
Project Manager	$50.00	61	$3,050.00
Project Engineer	$40.00	34	$1,360.00
Design Engineer	$35.00	74	$2,590.00
CADD Technician	$28.00	8	$224.00
Administration	$18.50	19	$351.50
	Subtotal: DSC	203	$7,981.50

Overhead (OH) Cost (Include Salary Additives)			
OH Rate x DSC of	134.93%	$7,981.50	$10,769.44
Fixed Fee (FF)			
FF Rate	30.00%	$7,981.50	$2,394.45
		Total KPFF	**$21,145.39**

Direct Reimbursables			
Mileage	4 trips @ 100 mi/trip	$0.375	$150.00
Courier & Overnight Mail	1	$200.00	$200.00
Copies	200	$0.10	$20.00
Notebook/Binders & Assem. w/Dividers	1	$35.00	$35.00
	Reimbursable Total		$405.00

Total Agreement Amount	**$21,550**

ENGINEERING COST ESTIMATE: Preliminary Engineering

COST ESTIMATE FOR: Preliminary Design - Phase I		CATEGORY & HOURS						TOTAL COSTS	
KPFF Consulting Civil Engineers		Princ.	Proj. Mang.	Proj. Engr.	Des. Engr.	CADD Tech.	Admin		1.00
									Direct
Item	SCOPE OF WORK	$58.00	$50.00	$40.00	$35.00	$28.00	$18.50	Hours	Cost
1	**PROJECT MANAGEMENT AND QUALITY CONTROL**								
	General Project Management (3 months)		24					24	$1,200
	Subconsultant Liaison							0	$0
	Create and Maintain the Schedule							0	$0
	Monthly Progress Reports and Invoices		3				3	6	$206
	Coordinate Meetings and Field Visits							0	$0
	City Monthly Meeting (4)		16					16	$800
	Agencies/Utilities							0	$0
	Washington State Department of Fish and Wildlife (1 meeting)							0	$0
	Electric and Telephone Company (1 meeting)							0	$0
	Quality Control/Assurance Review							0	$0
	Subtotal:	0	43	0	0	0	3	46	$2,206
6	**PUBLIC INVOLVEMENT**								
	Project Newsletters (1)	1	4	8			2	15	$615
	Meetings/Open House (1)		6	6			6	18	$651
	Open House Exhibits (Assume 4)					8		8	$224
	Subtotal:	1	10	14	0	8	8	41	$1,490
8	**ROADWAY DESIGN**								
	Alignment Analysis	1	4	20	50			75	$2,808
	Prepare Design Memo	1	4		24		8	37	$1,246
	Vicinity Plan							0	$0
	Legend and Symbols							0	$0
	Site Preparation/Plan/Profile (12 Sheets)							0	$0
	Channelization Plans (6 Sheets)							0	$0
	Signing and Illumination Plans							0	$0
	Driveways							0	$0
	Construction Staging Plans(Typical Sections)							0	$0
	TESC Plans and Details (8 sheets)							0	$0
	Q Tabs							0	$0
	Summary of Quantities							0	$0
	Earthwork from 50 ft. Cross Sections							0	$0
	Typical Roadway Sections and Details (2 Sheets)							0	$0
	60%, 95%, 100% Review Comments							0	$0
	QA/QC	4						4	$232
	Subtotal:	6	8	20	74	0	8	116	$4,286
	TOTALS:	7	61	34	74	8	19	203	$7,982

ENGINEERING COST ESTIMATE: Preliminary Engineering

COST ESTIMATE FOR: Preliminary Design - Phase II		CATEGORY & HOURS						TOTAL COSTS	
KPFF Consulting Civil Engineers		Princ.	Proj. Mang.	Proj. Engr.	Des. Engr.	CADD Tech.	Admin		1.00
									Direct
Item	SCOPE OF WORK	$58.00	$50.00	$40.00	$35.00	$28.00	$18.50	Hours	Cost
1	**PROJECT MANAGEMENT AND QUALITY CONTROL**								
	General Project Management (8 months)		64					64	$3,200
	Subconsultant Liaison							0	$0
	Create and Maintain the Schedule							0	$0
	Monthly Progress Reports and Invoices		8				8	16	$548
	Coordinate Meetings and Field Visits							0	$0
	City Bi-Monthly (Twice per Month) Meeting (16)		64	32	32		64	192	$6,784
	Agencies/Utilities							0	$0
	Washington State Department of Fish and Wildlife (1 meeting)		4				4	8	$274
	Gas, Electric and Telephone Company (1 meeting)		4		4		4	12	$414
	Quality Control/Assurance Review							0	$0
	Subtotal:	0	144	32	36	0	80	292	$11,220
2	**ENVIRONMENTAL DOCUMENTATION**								
	Project Documentation							0	$0
	Environmental Documentation - SEPA Checklist (116th to 136th only)							0	$0
	NEPA Compliance - assume ECS form only							0	$0
	Environmental Permitting							0	$0
	Wetland Reconnaissance/ Delineation (116th to 136th only)							0	$0
	Wetland Report (City of Marysville)							0	$0
	Wetland Mitigation Plan							0	$0
	JARPA (USACOE/Ecology; Section 404/401)							0	$0
	NPDES General Construction							0	$0
	Talent Package (USACOE; if required)							0	$0
	QA/QC							0	$0
	Subtotal:	0	0	0	0	0	0	0	$0
3	**GEOTECHNICAL**								
	Geotechnical Investigation							0	$0
	Predraft Geotechnical Report Submittal Meeting		2					2	$100
	Draft Geotechnical Report		2					2	$100
	Geotechnical Report							0	$0
	Specification Review							0	$0
	Subtotal:	0	4	0	0	0	0	4	$200
4	**SURVEY AND BASEMAP**								
	Surveying and mapping								$0
	Development of topographic basemap								$0
	Sub-surface utility locates coordination								$0
	Subtotal:	0	0	0	0	0	0	0	$0
5	**HYDRAULICS**								
	STORMWATER PRE-DESIGN REPORT								
	Hydraulic modeling	2	10	80	40			132	$5,216
	Draft report preparation and submit	1	4	40	40	40	24	149	$4,822
	Incorporate City comments and submit final report	1	2	20	20	20	2	65	$2,255
	CONSTRUCTION PLANS								
	60% plans - (10 sheets - 6 Plan/Profile, 4 - Ponds/Details)	4	20	60	100	100		284	$9,932
	Incorporate City comments							0	$0
	90% plans	4	20	60	100	100		284	$9,932
	Incorporate City comments							0	$0
	Final plans	2	5	20	40	40		107	$3,686
	Subtotal:	14	61	280	340	300	26	1021	35843
6	**PUBLIC INVOLVEMENT**								
	Project Newsletters (1)	1	4	8			2	15	$615
	Meetings/Open House (1)		6	6			6	18	$651
	Open House Exhibits (Assume 4)					8		8	$224
	Subtotal:	1	10	14	0	8	8	41	$1,490
7	**RIGHT-OF-WAY PLANS**								
	Prepare Right-of-way Plans (5 sheets)	2	5	25	60			92	$3,466
	Subtotal:	2	5	25	60	0	0	92	$3,466
8	**ROADWAY DESIGN**								
	Evaluate Roadway Options							0	$0
	Prepare Design Memo							0	$0
	Vicinity Plan		1	1		4		6	$202
	Legend and Symbols		1	1		8		10	$314
	Site Preparation/Plan/Profile (6 Sheets)	2	10	60	60	60		192	$6,796
	Channelization, Signing, Illumination Plans (6 Sheets)	2	14	50	80	80		226	$7,856

ENGINEERING COST ESTIMATE: Preliminary Engineering

COST ESTIMATE FOR: Preliminary Design - Phase II		CATEGORY & HOURS						TOTAL COSTS	
KPFF Consulting Civil Engineers		Princ.	Proj. Mang.	Proj. Engr.	Des. Engr.	CADD Tech.	Admin		1.00
									Direct
Item	SCOPE OF WORK	$58.00	$50.00	$40.00	$35.00	$28.00	$18.50	Hours	Cost
	Driveways		2	10	20	20		52	$1,760
	Construction Staging Plans (Typical Sections)		2	8		8		18	$644
	TESC Plans and Details (6 sheets)		2	24	12	48		86	$2,824
	Summary of Quantities		2	5	20	8		35	$1,224
	Earthwork from 50 ft. Cross Sections			16		16		32	$1,088
	Typical Roadway Sections and Details (2 Sheets)		2	12	12	20		46	$1,560
	60%, 95%, 100% Review Comments		12	60		60		132	$4,680
	QA/QC	16	16					32	$1,728
	Subtotal:	20	64	247	204	332	0	867	30676
9	**TRAFFIC CONTROL**								
	Identify Exhibits from WSDOT K-Plans	2	4	4		8		18	$700
	Subtotal:	2	4	4	0	8	0	18	$700
10	**COST ESTIMATE & SPECIFICATIONS**								
	Cost Estimate (60%, 95%, 100%)	4	20	60	40			124	$5,032
	Specifications	4	10	20	60		16	110	$3,928
	Subtotal:	8	30	80	100	0	16	234	$8,960
	TOTALS:	47	322	682	740	648	130	2569	$92,555

KPFF
CONSULTANT FEE DETERMINATION
SUMMARY OF COST
Rhodes Road - Highway 20 to Cook Road - Phase II

Classification	Direct Salary Cost	Total Hours	Direct Salary Total Cost
Principal in Charge	$58.00	47	$2,726.00
Project Manager	$50.00	322	$16,100.00
Project Engineer	$40.00	682	$27,280.00
Design Engineer	$35.00	740	$25,900.00
CADD Technician	$28.00	648	$18,144.00
Administration	$18.50	130	$2,405.00
	Subtotal: DSC	2,569	$92,555.00
Overhead (OH) Cost (Include Salary Additives)			
OH Rate x DSC of 134.93%	$92,555.00		$124,884.46
Fixed Fee (FF)			
FF Rate 30.00%	$92,555.00		$27,766.50
	Total KPFF		**$245,205.96**
Direct Reimbursables			
Mileage 6 trips @ 100 mi/trip		$0.375	$600.00
Courier & Overnight Mail	1	$200.00	$200.00
Copies	1,000	$0.10	$100.00
Notebook/Binders & Assem. w/Dividers	1	$35.00	$35.00
	Reimbursable Total		$935.00
Subconsultant Costs			
Pacific Survey and Engineering			$13,958
PanGEO			$15,451
	Subconsultant Total		$29,409.00
Total Agreement Amount			**$275,550**

ENGINEERING COST ESTIMATE: Preliminary Engineering

COST ESTIMATE FOR: Preliminary Design - Phase II		CATEGORY & HOURS						TOTAL COSTS	
KPFF Consulting Civil Engineers		Princ.	Proj. Mang.	Proj. Engr.	Des. Engr.	CADD Tech.	Admin	1.00	
									Direct
Item	SCOPE OF WORK	$58.00	$50.00	$40.00	$35.00	$28.00	$18.50	Hours	Cost
1	**PROJECT MANAGEMENT AND QUALITY CONTROL**								
	General Project Management (8 months)		64					64	$3,200
	Subconsultant Liaison							0	$0
	Create and Maintain the Schedule							0	$0
	Monthly Progress Reports and Invoices		8				8	16	$548
	Coordinate Meetings and Field Visits							0	$0
	City Bi-Monthly (Twice per Month) Meeting (16)		64	32	32		64	192	$6,784
	Agencies/Utilities							0	$0
	Washington State Department of Fish and Wildlife (1 meeting)		4				4	8	$274
	Gas, Electric and Telephone Company (1 meeting)		4		4		4	12	$414
	Quality Control/Assurance Review							0	$0
	Subtotal:	0	144	32	36	0	80	292	$11,220
2	**ENVIRONMENTAL DOCUMENTATION**								
	Project Documentation							0	$0
	Environmental Documentation - SEPA Checklist (116th to 136th only)							0	$0
	NEPA Compliance - assume ECS form only							0	$0
	Environmental Permitting							0	$0
	Wetland Reconnaissance/ Delineation (116th to 136th only)							0	$0
	Wetland Report (City of Marysville)							0	$0
	Wetland Mitigation Plan							0	$0
	JARPA (USACOE/Ecology; Section 404/401)							0	$0
	NPDES General Construction							0	$0
	Talent Package (USACOE; if required)							0	$0
	QA/QC							0	$0
	Subtotal:	0	0	0	0	0	0	0	$0
3	**GEOTECHNICAL**								
	Geotechnical Investigation							0	$0
	Predraft Geotechnical Report Submittal Meeting		2					2	$100
	Draft Geotechnical Report		2					2	$100
	Geotechnical Report							0	$0
	Specification Review							0	$0
	Subtotal:	0	4	0	0	0	0	4	$200
4	**SURVEY AND BASEMAP**								
	Surveying and mapping								$0
	Development of topographic basemap								$0
	Sub-surface utility locates coordination								$0
	Subtotal:	0	0	0	0	0	0	0	$0
5	**HYDRAULICS**								
	STORMWATER PRE-DESIGN REPORT								
	Hydraulic modeling	2	10	80	40			132	$5,216
	Draft report preparation and submit	1	4	40	40	40	24	149	$4,822
	Incorporate City comments and submit final report	1	2	20	20	20	2	65	$2,255
	CONSTRUCTION PLANS								
	60% plans - (10 sheets - 6 Plan/Profile, 4 - Ponds/Details)	4	20	60	100	100		284	$9,932
	Incorporate City comments							0	$0
	90% plans	4	20	60	100	100		284	$9,932
	Incorporate City comments							0	$0
	Final plans	2	5	20	40	40		107	$3,686
	Subtotal:	14	61	280	340	300	26	1021	35843
6	**PUBLIC INVOLVEMENT**								
	Project Newsletters (1)	1	4	8			2	15	$615
	Meetings/Open House (1)		6	6			6	18	$651
	Open House Exhibits (Assume 4)					8		8	$224
	Subtotal:	1	10	14	0	8	8	41	$1,490
7	**RIGHT-OF-WAY PLANS**								
	Prepare Right-of-way Plans (5 sheets)	2	5	25	60			92	$3,466
	Subtotal:	2	5	25	60	0	0	92	$3,466
8	**ROADWAY DESIGN**								
	Evaluate Roadway Options							0	$0
	Prepare Design Memo							0	$0
	Vicinity Plan		1	1		4		6	$202
	Legend and Symbols		1	1		8		10	$314
	Site Preparation/Plan/Profile (6 Sheets)	2	10	60	60	60		192	$6,796
	Channelization, Signing, Illumination Plans (6 Sheets)	2	14	50	80	80		226	$7,856

ENGINEERING COST ESTIMATE: Preliminary Engineering

COST ESTIMATE FOR: Preliminary Design - Phase II		CATEGORY & HOURS						TOTAL COSTS	
KPFF Consulting Civil Engineers		Princ.	Proj. Mang.	Proj. Engr.	Des. Engr.	CADD Tech.	Admin	1.00	
									Direct
Item	SCOPE OF WORK	$58.00	$50.00	$40.00	$35.00	$28.00	$18.50	Hours	Cost
	Driveways		2	10	20	20		52	$1,760
	Construction Staging Plans (Typical Sections)		2	8		8		18	$644
	TESC Plans and Details (6 sheets)		2	24	12	48		86	$2,824
	Summary of Quantities		2	5	20	8		35	$1,224
	Earthwork from 50 ft. Cross Sections			16		16		32	$1,088
	Typical Roadway Sections and Details (2 Sheets)		2	12	12	20		46	$1,560
	60%, 95%, 100% Review Comments		12	60		60		132	$4,680
	QA/QC	16	16					32	$1,728
	Subtotal:	20	64	247	204	332	0	867	30676
9	**TRAFFIC CONTROL**								
	Identify Exhibits from WSDOT K-Plans	2	4	4		8		18	$700
	Subtotal:	2	4	4	0	8	0	18	$700
10	**COST ESTIMATE & SPECIFICATIONS**								
	Cost Estimate (60%, 95%, 100%)	4	20	60	40			124	$5,032
	Specifications	4	10	20	60		16	110	$3,928
	Subtotal:	8	30	80	100	0	16	234	$8,960
	TOTALS:	47	322	682	740	648	130	2569	$92,555

PACIFIC SURVEY AND ENGINEERING
CONSULTANT FEE DETERMINATION
SUMMARY OF COST

Rhodes Road - Highway 20 to Cook Road

Classification	Direct Salary Cost	Total Hours	Direct Salary Total Cost
PLS	$48.65	4	$194.60
2-Person Crew	$54.65	48	$2,623.20
Project Manager	$40.18	16	$642.88
Senior CADD Technician	$35.59	40	$1,423.60
Survey Technician	$16.90	3	$50.70
	Subtotal: DSC	111.0	$4,934.98

Direct Salary Escalation Factor		Cost	Multiplier	
(No salary escalation)		$4,934.98	0.00	$0.00
			Total DSC =	$4,934.98

Overhead (OH) Cost (Include Salary Additives)

OH Rate x DSC of	154.33%	$4,934.98		$7,616.15

Fixed Fee (FE)

FF Rate	28.50%	$4,934.98		$1,406.47

Direct Reimbursables

Mileage	800.00	miles at	$0.375	$0.00
Survey Equip. Rental	GPS 2-Days 300	perday		$0.00
DNR Research				$0.00
		Reimbursable Total		$0.00

Total Agreement Amount	**$13,958**

ENGINEERING COST ESTIMATE: Preliminary Engineering

COST ESTIMATE FOR: SR 539 Preliminary Design		CATEGORY & H					COSTS	
Pacific Surveying and Engineering		PLS	2-Person Crew	Proj. Manager	Sr. CADD Tech.	Survey Tech.		1.00
								Direct
Item	SCOPE OF WORK	$48.65	$54.65	$40.18	$35.59	$16.90	Hours	Cost
4	**SURVEY AND BASEMAP**							
	Site Research (survey & utilities)					3	3	$51
	Survey Control (horizontal & vertical)		10				10	$547
	Topographic Surveying		38				38	$2,077
	Topographic Mapping				40		40	$1,424
	Boundary & R/W calculations			8			8	$321
	Project Management			8			8	$321
	Professional Review / Certification	4					4	$195
	Subtotal:	4	48	16	40	3	111	$4,935
	TOTALS:	4	48	16	40	3	111	$4,935

PanGEO
CONSULTANT FEE DETERMINATION
SUMMARY OF COST
Rhodes Road - Highway 20 to Cook Road

Classification	Direct Salary Cost	Total Hours	Direct Salary Total Cost
Principal in Charge	$60.94	4	$243.76
Senior Engineer	$50.97	14	$713.58
Senior Geologist	$33.65	22	$740.30
Project Engineer	$27.77	0	$0.00
Staff Engineer	$29.80	40	$1,192.00
Administration	$22.09	0	$0.00
Subtotal: DSC		80	$2,889.64

Direct Salary Escalation Factor		Cost	Multiplier	
(90% of total costs for escalation)		$2,600.68	0.040	$104.03
			Total DSC =	$2,993.67

Overhead (OH) Cost (Include Salary Additives)			
OH Rate x DSC of	171.69%	$2,993.67	$5,139.83
Fixed Fee (FF)			
FF Rate	28.50%	$2,993.67	$853.20
Direct Reimbursables			
Mileage		400 @ $0.485/mi.	$194.00
Field Consumeables			$50.00
Drilling Contractor and Flaggers			$5,400.00
Laboratory Testing			$820.00
Notebook/Binders & Assem. w/Dividers			$0.00
		Reimbursable Total	$6,464.00

Total Agreement Amount	**$15,451**

ENGINEERING COST ESTIMATE: Preliminary Engineering

COST ESTIMATE FOR: Preliminary Design		CATEGORY & HOURS						TOTAL COSTS	
PanGEO		Princ.	Proj. Mng.	Sr. Geol.	Proj. Geol.	Staff Engr.	Admin	1.00	
									Direct
Item	SCOPE OF WORK	$60.94	$50.97	$33.65	$27.77	$29.80	$22.09	Hours	Cost
3	**GEOTECHNICAL**								
	Existing Data Review			2				2	$67
	Site Visit / Utility Locate					4		4	$119
	Site Recon / Log Borings / Lab Tests			4		12		16	$492
	Engineering Analysis PS&E	1	2	6		10		19	$663
	Draft Geotechnical Report	2	2	8		10		22	$791
	Final Geotechnical Report	1	2	2		4		9	$349
	Project Management		8					8	$408
	Subtotal:	4	14	22		40	0	80	$2,890
	TOTALS:	4	14	22	0	40	0	80	$2,890