

## 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

May 14, 2008

7:00 PM

Sedro-Woolley Municipal Building

Council Chambers

325 Metcalf 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 May 6, 2008 Work Session)
  - b. Finance
    - Claim Vouchers #63303 to #63442 for \$750,896.65
    - Payroll Warrants #42467 to #42568 for \$230,863.52
  - c. Professional Services Agreement No. 2008-PS-03 - SCADA & Controls Engineering Inc.
  - d. Professional Services Agreement - Reichhardt & Ebe Engineering Inc. - Metcalf Sanitary Sewer Project
  - e. Professional Services Agreement - Reichhardt & Ebe Engineering Inc. - McGarigle CIPP Sewer Project
  - f. WSDOT Letter of Understanding No. 127 - SR20/Sedro-Woolley Roundabouts
  - g. Dept. of Homeland Security Grant - Equipment Recipient Agreement
  - h. Rotary rent credit for Community Center
4. Public Comment (Please limit your comments to 3-5 minutes)

### APPEALS

5. Proposed Plat of Cascadia Estates - Appeal of Design Review Decision

### UNFINISHED BUSINESS

6. City Hall Update - Change Order 5
7. Comprehensive Solid Waste Management Plan (*provide direction - 2nd reading*)

### NEW BUSINESS

8. Signature Authority Ordinance for contracts/agreements (*no action requested - 1<sup>st</sup> reading*)
9. S-W Bark Park and off-leash area (*no action requested - 1<sup>st</sup> reading*)

### COMMITTEE REPORTS AND REPORTS FROM OFFICERS

### EXECUTIVE SESSION/NO

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CITY OF SEDRO-WOOLLEY  
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Regular Meeting of the City Council  
April 23, 2008 – 7:00 P.M. – City Hall Council Chambers

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

Pledge of Allegiance

ROLL CALL: Mayor Mike Anderson, Councilmembers: Ted Meamber, Tony Splane, Louis Requa, Pat Colgan, Hugh Galbraith, Rick Lemley and Dennis London. Staff: Finance Director Nelson, City Attorney/Supervisor Berg, Engineer Frieberger, Police Chief Wood and Fire Chief Klinger.

Mayor Anderson noted Item D – Planning Commissioner Appointment is being removed from the consent calendar per the request of the appointee.

Consent Calendar

- Minutes from Previous Meeting
- Finance
  - Claim Vouchers #63156 to #63302 for \$352,208.73 (Voided Warrant #63158)
  - Payroll Warrants #42365 to #42466 for \$174,166.68
- Request for Out of State Travel – Fire Department
- Planning Commissioner Appointment – Mary McGoffin (*removed from consent calendar at the request of the appointee*)
- Task Order V to the On-Call Professional Services Agreement with Reichhardt & Ebe Engineering, Inc.
- Subscriber Agreement Renewal – Public Safety Testing, Inc.

Councilmember Meamber moved to approve the consent calendar Items A through F, minus D. Seconded by Councilmember Splane. Motion carried (7-0).

Public Comment

No public comment

## **PUBLIC HEARINGS**

### Sewer Rate & Fee Ordinance

Mayor Anderson opened the public hearing at 7:04 P.M.

No public comment received.

Councilmember London moved to close the public hearing at 7:05 P.M. Councilmember Requa seconded. Motion carried (7-0).

Councilmember London moved to adopt Ordinance No. 1609-08 raising the base sewer rates \$2.75/ERU/Month to \$48.50/ERU/Month, and subsequent year rate increase recommendations to be verified and adopted annually, and raising the Sewer Connection Fee from \$7,266 to \$8,926. Councilmember Lemley seconded.

Council discussion ensued to include subsequent year's vote of increases and best options available.

Motion carried (7-0).

## **UNFINISHED BUSINESS**

### Refinancing of Sewer Revenue Bonds

Finance Director Nelson reviewed the results of the Standard & Poors rating to an A+ stating it is excellent for a city of our size. Nelson introduced Justin Mon Wai of Seattle Northwest Securities and David Thompson of KL/Gates.

Justin Mon Wai of Seattle Northwest Securities addressed Council regarding the Standard & Poors rating structure and commended Finance Director Nelson for her efforts with the rating call and gathering the necessary documentation for the bond refinancing. Mon Wai noted the savings to the citizens will be \$35,000 per year.

David Thompson of KL/Gates reviewed the proposed ordinance for the Sewer Revenue Refunding and answered questions from Council.

Councilmember Requa moved to adopt Ordinance No. 1610-08 An Ordinance of the City of Sedro-Woolley, Washington, Authorizing the Issuance of Sewer Revenue Refunding Bonds in the Principal Amount of \$3,620,000, for the Purpose of Refunding Certain Outstanding Sewer Revenue Bonds; Fixing the Terms and Covenants of the Bonds; and Authorizing the Sale of the Bonds. Seconded by Councilmember Splane. Motion carried (7-0).

A short break was taken to complete the signing of the Ordinance. The meeting reopened at 7:25 P.M.

### City Hall Update

City Attorney/Supervisor Berg reviewed the written report of the City Hall Update. He noted the building was accepted as finally complete with some items remaining outstanding on a warranty basis. Berg noted a final change order should be coming soon as the project is basically complete.

### Resolution – Solid Waste Interlocal

City Attorney/Supervisor Berg commended the Council on their interest in the Solid Waste Interlocal and reviewed the proposed resolution to memorialize some of the issues that were addressed by Council and also identifies the City's representative to the Solid Waste Governance Board (SWGB).

Councilmember Galbraith noted he voted against the agreement and restated his concerns being the veto power, not taking the City's concerns to heart and the unknown charges regarding clean-up of dumps and will cast a "No" vote on the resolution.

Councilmember Requa requested clarification regarding the adoption and amendment of the Comprehensive Solid Waste Management Plan. Berg reviewed the options provided by law under both the previous and the new Interlocal agreement. Some discussion was held regarding the role of SWAC.

Councilmember Meamber moved to adopt Resolution No. 767-08 A Resolution of the City of Sedro-Woolley Authorizing the Mayor to sign an Interlocal Agreement Addressing Solid Waste Governance and the Adoption and Amendment of the Comprehensive Solid Waste Management Plan. Councilmember Colgan seconded.

Councilmember Requa noted his intent to vote against the motion due to his reasons stated at the last meeting.

Motion carried (4-3, Councilmembers Splane, Requa and Galbraith opposed).

### Council Retreat

City Attorney/Supervisor Berg apologized for dropping the ball on the scheduled Council retreat date. He spoke of the importance of holding the retreat and would like to identify a new date. Discussion ensued on potential dates with June 12, 2008 being the selected date.

### **NEW BUSINESS**

#### Ordinance – Terms of Office

City Attorney/Supervisor Berg reviewed the Council-at-Large position and term under the code city requirements.

Councilmember Lemley moved to adopt Ordinance No. 1611-08 An Ordinance Amending SWMC 1.12.090 to Increase the Term of Office for the Council-At-Large Position from two to four years. Seconded by Councilmember Requa. Motion carried (7-0).

## Comprehensive Solid Waste Management Plan

City Attorney/Supervisor Berg noted the County is proposing that the Comprehensive Solid Waste Management Plan (CSWMP) be amended as attached and it will be presented to the SWGB on its first meeting scheduled for April 20, 2008. No action is necessary at this time and the item will be on the agenda for the May 14<sup>th</sup> meeting.

### **COMMITTEE REPORTS AND REPORTS FROM OFFICERS**

Finance Director Nelson – commented on what the ratings board looks at and that the Public Works Trust Fund is not included in the debt calculations. She noted that their comments were favorable of Council in handling sewer rate and connection fee increases well by looking at the integrity of the system and making the necessary changes to keep the system financially stable.

City Attorney/Supervisor Berg – pointed out a letter from the City of Anacortes within the Council packets addressing issues of the County/City revenue sharing as a result of the late billing for the 2007 Election costs.

Engineer Frieberger – addressed his written report to include drawing status of the Township/SR9/Polte to Sapp Road sewer project and a new schedule for the North Skagit Round-A-Bout project. He also pointed out and spoke on an informational article titled “How to Survive the Great Public Bid Crisis” but expressed his curiosity as to where the article appeared from.

Fire Chief Klinger – reported on an upcoming Multi-Casualty Incident drill to be held May 5, 2008 at the High School in the evening. He also noted he will have the new fire vehicle at the May 6<sup>th</sup> Council worksession.

Councilmember London – (inaudible comments) London also announced the upcoming Kids Fishing Derby on May 3<sup>rd</sup> sponsored by the Wildcat Steelhead Club.

Councilmember Lemley – (inaudible comments)

Councilmember Galbraith – stated he has concerns and has been contacted regarding cars speeding on Township.

Police Chief Wood noted they have increased their patrol in that area.

Councilmember Colgan – questioned if the City had designated Truck routes within the City.

Police Chief Wood indicated there is a designated truck route.

Councilmember Requa – addressed the article referenced by Engineer Frieberger. Discussion followed. He also addressed two resolutions included in the Council packet from the Democratic Party regarding Solid Waste.

Attorney Berg noted the information was placed in Council packets like any other correspondence the City receives. There was not intent made by placing the correspondence in the packets.

Councilmember Splane – complimented Engineer Frieberger on his work with the Sewer rates.

Frieberger noted the pricing was a team effort and gave credit to Finance Director Nelson and Consultant Katy Isaksen who were also involved with the pricing structure recommendations.

Councilmember Meamber – complimented the Police Department on the patrols in the downtown area on the weekends.

Mayor Anderson – noted the Parks Department has indicated the flower baskets will be up by May 31<sup>st</sup>. He also announced the upcoming School District Community Recognition Ceremony and an upcoming benefit dinner for community member Marshall Lemieux.

Discussion was held regarding the name placards.

## **EXECUTIVE SESSION**

The meeting adjourned to executive session at 8:20 P.M. for the purpose of Real Estate and Personnel with no decision anticipated.

The meeting reconvened at 8:52 P.M.

Councilmember Colgan moved to adjourn. Seconded by Councilmember Galbratih. Motion carried (7-0).

The meeting adjourned at 8:53 P.M.

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CITY OF SEDRO-WOOLLEY  
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Work Session of the City Council  
May 6, 2008 – 7:00 P.M. – City Hall Council Chambers

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

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers Ted Meamber, Tony Splane, Louis Requa, Pat Colgan, Hugh Galbraith, Rick Lemley and Dennis London.  
Staff: Finance Director Nelson, City Attorney/Supervisor Berg, Planner Moore, IT Director Chambers and Fire Chief Klinger

### **Vehicle 5518 Demonstration**

- Fire Chief Klinger demonstrated the new fire vehicle #5518 to the Councilmembers.

### Pledge of Allegiance

Mayor Anderson announced the addition of Item C – Interim Zoning Control Ordinance to the agenda.

### **IT Update**

- IT Director, Bill Chambers presented an update on IT activity since his hire, specifically the City Hall move, as well as future plans. Chambers fielded Council questions.

### **City Hall Use by Non-Staff Groups**

- The City has received numerous requests to use the Courtroom, Upstairs Training Room (future expansion space) and the Skagit Conference Room. Council discussed uses of the building, fees, after hour's usage, etc. The general consensus was due to security issues; only groups that the City is a participant may use these rooms. Mayor Anderson informed the Council he would be denying a request for a rental fee waiver from an out of town homeowners group at the Community Center.

### **Interim Zoning Control Ordinance**

- Attorney/Supervisor Berg reviewed reasons behind the need for the proposed interim ordinance and answered Council questions.

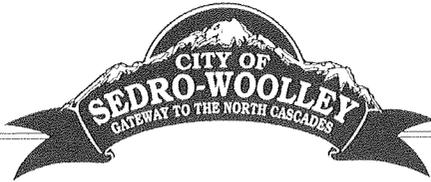
Councilmember Galbraith moved to adopt Ordinance No. 1612-08 An Ordinance of the City of Sedro-Woolley, Washington Relating to Land Use Planning and Growth Management; Adopting Interim Development Regulations Providing for Identification, Designation, Siting, and Regulation of Essential Public Facilities; Adopting a New Chapter 17.\_\_\_\_ SWMC; Adopting A Work Plan; Setting A Public Hearing Date; and Declaring An Emergency. Councilmember Splane seconded. Motion passed (7-0).

## **Reports**

- City Attorney/Supervisor Berg announced the United States Post Office has expressed wishes to sell the park next to their building to the City for \$1, plus survey costs, etc. for use as a City Park.
- The Open House invitations were issued to Councilmembers for them to distribute as they wish.
- Planner Moore explained the process of allowing/disallowing land use applications. He noted Comp Plan and Zoning changes are recommended by the Planning Commission to Council who determine policy. These policies are what staff uses to see if applicant requests are granted or not.
- Attorney/Supervisor Berg and Mayor Anderson volunteered to speak to students at Sedro-Woolley High School regarding the Municipal government process.

Councilmember Meamber moved to adjourn. Seconded by Councilmember Splane. Motion carried (7-0).

The meeting was adjourned at 8:21 P.M.



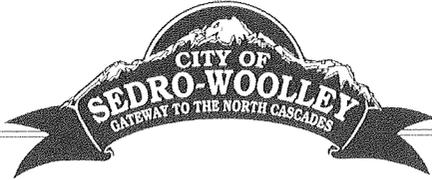
DATE: May 14, 2008

TO: Mayor Anderson and City Council

FROM: Patsy Nelson, Finance Director

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

1. CALL TO ORDER - The Mayor will call the May 14, 2008 Regular Meeting to Order. The Finance Director 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.



DATE: May 14, 2008  
TO: Mayor Anderson and City Council  
FROM: Patsy Nelson, Finance Director  
SUBJECT: FINANCE - VOUCHERS

Attached you will find the Claim Vouchers proposed for payment for the period ending May 14, 2008.

Motion to approve Claim Vouchers #63303 to #63442 in the amount of \$750,896.65.

Motion to approve Payroll Warrants #42467 to #42568 in the amount of \$230,863.52.

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.

| WARRANT       | VENDOR NAME                | DESCRIPTION                 |      | AMOUNT   |
|---------------|----------------------------|-----------------------------|------|----------|
| 63303         | SKAGIT COUNTY AUDITOR      | MISC-FILING FEES/LIEN EXP   | SWR  | 336.00   |
|               |                            | MISC-FILING FEES/LIEN EXP   | SAN  | 252.00   |
|               |                            | WARRANT TOTAL               |      | 588.00   |
| 63304         | SEDRO-WOOLLEY POSTMASTER   | POSTAGE                     | SWR  | 234.50   |
|               |                            | POSTAGE                     | SAN  | 234.49   |
|               |                            | OPERATING SUPPLIES          | SWTR | 234.49   |
|               |                            | WARRANT TOTAL               |      | 703.48   |
| 63305         | ADVANCE TRAVEL             | TRAVEL                      | PD   | 36.00    |
|               |                            | WARRANT TOTAL               |      | 36.00    |
| 63306         | ALLELUJAH BUSINESS SYSTEMS | SUPPLIES                    | ENG  | 4.86     |
|               |                            | PROFESSIONAL SERVICES       | INSP | 4.86     |
|               |                            | REPAIR/MT-GOLF COURSE       | PK   | 35.57    |
|               |                            | ENGINEERING FRUITDALE LIGHT | A    | 9.72     |
|               |                            | ENGINEERING FRUITDALE LIGHT | A    | 23.96    |
|               |                            | OPERATING SUPPLIES          | SWR  | 17.82    |
|               |                            | WARRANT TOTAL               |      | 96.79    |
| 63307         | ALL-PHASE ELECTRIC         | REPAIRS/MAINT-EQUIP         | PD   | 168.48   |
|               |                            | OPERATING SUPPLIES          | SWR  | 23.88    |
|               |                            | MACHINERY/EQUIPMENT         | SWR  | 56.28    |
|               |                            | WARRANT TOTAL               |      | 248.64   |
| 63308         | ALPINE FIRE & SAFETY       | SAFETY EQUIPMENT            | ST   | 48.60    |
|               |                            | WARRANT TOTAL               |      | 48.60    |
| 63309         | APPLIED INDUSTRIAL TECH    | MAINT OF GENERAL EQUIP      | SWR  | 2,085.13 |
|               |                            | MAINT OF GENERAL EQUIP      | SWR  | 209.54   |
|               |                            | WARRANT TOTAL               |      | 2,294.67 |
| 63310         | ARAMARK UNIFORM SERVICES   | LAUNDRY                     | CS   | 35.52    |
|               |                            | LAUNDRY                     | CS   | 35.52    |
|               |                            | LAUNDRY                     | PK   | 18.35    |
|               |                            | LAUNDRY                     | PK   | 55.38    |
|               |                            | LAUNDRY                     | PK   | 18.35    |
|               |                            | MISC-LAUNDRY                | CEM  | 21.20    |
|               |                            | MISC-LAUNDRY                | ST   | 24.81    |
|               |                            | MISC-LAUNDRY                | ST   | 21.22    |
|               |                            | LAUNDRY                     | SWR  | 42.00    |
|               |                            | LAUNDRY                     | SWR  | 24.09    |
| WARRANT TOTAL |                            | 296.44                      |      |          |
| 63311         | ASSOC PETROLEUM PRODUCTS   | AUTO FUEL                   | CS   | 128.55   |
|               |                            | AUTO FUEL                   | CS   | 61.00    |
|               |                            | AUTO FUEL                   | PD   | 1,392.74 |
|               |                            | AUTO FUEL                   | PD   | 1,612.74 |
|               |                            | AUTO FUEL/DIESEL            | FD   | 544.16   |
|               |                            | AUTO FUEL/DIESEL            | FD   | 12.07    |
|               |                            | AUTO FUEL/DIESEL            | PK   | 584.94   |
|               |                            | VEHICLE FUEL - GOLF         | PK   | 340.45   |

| WARRANT | VENDOR NAME     | DESCRIPTION            | AMOUNT    |
|---------|-----------------|------------------------|-----------|
|         |                 | VEHICLE FUEL - GOLF    | 229.15    |
|         |                 | AUTO FUEL/DIESEL       | 406.12    |
|         |                 | AUTO FUEL/DIESEL       | 540.43    |
|         |                 | AUTO FUEL/DIESEL       | 160.26    |
|         |                 | AUTO FUEL/DIESEL       | 122.13    |
|         |                 | AUTO FUEL/DIESEL       | 284.90    |
|         |                 | AUTO FUEL/DIESEL       | 291.36    |
|         |                 | AUTO FUEL/DIESEL       | 1,133.34  |
|         |                 | MAINT OF GENERAL EQUIP | 145.87    |
|         |                 | AUTO FUEL/DIESEL       | 30.00     |
|         |                 | AUTO FUEL/DIESEL       | 304.68    |
|         |                 | AUTO FUEL/DIESEL       | 383.68    |
|         |                 | AUTO FUEL/DIESEL       | 95.37     |
|         |                 | AUTO FUEL/DIESEL       | 572.94    |
|         |                 | AUTO FUEL/DIESEL       | 239.01    |
|         |                 | AUTO FUEL/DIESEL       | 266.13    |
|         |                 | AUTO FUEL/DIESEL       | 228.49    |
|         |                 | AUTO FUEL/DIESEL       | 287.69    |
|         |                 | AUTO FUEL/DIESEL       | 2,282.13  |
|         |                 | AUTO FUEL/DIESEL       | 1,997.48  |
|         |                 | AUTO FUEL/DIESEL       | 3,025.85  |
|         |                 | AUTO FUEL/DIESEL       | 2,637.60  |
|         |                 | WARRANT TOTAL          | 20,341.26 |
| 63312   | AT & T          | TELEPHONE              | 3.82      |
|         |                 | TELEPHONE              | 42.00     |
|         |                 | TELEPHONE              | 57.25     |
|         |                 | TELEPHONE              | 45.80     |
|         |                 | TELEPHONE              | 209.96    |
|         |                 | TELEPHONE              | 22.90     |
|         |                 | TELEPHONE              | 12.38     |
|         |                 | WARRANT TOTAL          | 394.11    |
| 63313   | BANK OF AMERICA | AUTO FUEL              | 35.10     |
|         |                 | TRAVEL                 | 6.45      |
|         |                 | TRAVEL                 | 6.50      |
|         |                 | TRAVEL                 | 7.25      |
|         |                 | TRAVEL                 | 9.74      |
|         |                 | TRAVEL                 | 177.32    |
|         |                 | TRAVEL                 | 122.58    |
|         |                 | TRAVEL/MEALS           | 6.45      |
|         |                 | TRAVEL/MEALS           | 6.50      |
|         |                 | TRAVEL/MEALS           | 7.25      |
|         |                 | TRAVEL/MEALS           | 9.74      |
|         |                 | TRAVEL/MEALS           | 177.32    |
|         |                 | REPAIR/MT-BINGHAM PARK | 172.28    |
|         |                 | MEALS/TRAVEL           | 55.99     |
|         |                 | WARRANT TOTAL          | 800.47    |
| 63314   | BANK OF AMERICA | SUPPLIES               | 12.19     |
|         |                 | COMMUNICATIONS         | 352.00    |
|         |                 | WARRANT TOTAL          | 364.19    |

| WARRANT | VENDOR NAME                   | DESCRIPTION                    | AMOUNT   |
|---------|-------------------------------|--------------------------------|----------|
| 63315   | BARNETT IMPLEMENT CO. INC     | REPAIR/MT-SMALL TOOLS EQUIP PK | 95.22    |
|         |                               | OPERATING SUPPLIES CEM         | 126.36   |
|         |                               | WARRANT TOTAL                  | 221.58   |
| 63316   | BANK OF AMERICA               | OFFICE SUPPLIES SAN            | 141.21   |
|         |                               | OFFICE SUPPLIES SAN            | 52.35    |
|         |                               | WARRANT TOTAL                  | 193.56   |
| 63317   | BANK OF AMERICA               | TRAVEL LIB                     | 255.04   |
|         |                               | WARRANT TOTAL                  | 255.04   |
| 63318   | BANK OF AMERICA               | FIRE TRUCK FD                  | 1,164.25 |
|         |                               | WARRANT TOTAL                  | 1,164.25 |
| 63319   | BANK OF AMERICA               | MEALS/TRAVEL IT                | 250.26   |
|         |                               | ADVERTISING HOT                | 96.00    |
|         |                               | WARRANT TOTAL                  | 346.26   |
| 63320   | BAY CITY SUPPLY               | OPERATING SUP - COMM CENTER PK | 79.93    |
|         |                               | OPERATING SUP - CITY HALL PK   | 228.20   |
|         |                               | OPERATING SUP - HAMMER SQ PK   | 136.58   |
|         |                               | OPERATING SUPPLIES CEM         | 58.02    |
|         |                               | OPERATING SUPPLIES ST          | 133.35   |
|         |                               | WARRANT TOTAL                  | 636.08   |
| 63321   | BELLINGHAM HERALD             | BOOKS, PERIOD, RECORDS LIB     | 168.00   |
|         |                               | WARRANT TOTAL                  | 168.00   |
| 63322   | BEN RICHARDS FABRICATION INC  | MAINTENANCE OF LINES SWR       | 176.23   |
|         |                               | WARRANT TOTAL                  | 176.23   |
| 63323   | BIGGAR, ROB                   | PROFESSIONAL SERVICES SWR      | 682.00   |
|         |                               | WARRANT TOTAL                  | 682.00   |
| 63324   | BLUMENTHAL UNIFORM & EQUIP    | UNIFORMS/ACCESSORIES PD        | 350.44   |
|         |                               | UNIFORMS/ACCESSORIES PD        | 484.28   |
|         |                               | UNIFORMS/ACCESSORIES PD        | 18.40    |
|         |                               | WARRANT TOTAL                  | 152.24   |
| 63325   | BOULDER PARK, INC             | SOLIDS HANDLING SWR            | 8,018.89 |
|         |                               | WARRANT TOTAL                  | 8,018.89 |
| 63326   | C-TED, WA ST. MAIN ST PROGRAM | MISC-TUITION/REGISTRATION PLN  | 300.00   |
|         |                               | WARRANT TOTAL                  | 300.00   |
| 63327   | CAL-PACIFIC PRODUCTS          | OPERATING SUPPLIES SWR         | 226.60   |
|         |                               | WARRANT TOTAL                  | 226.60   |
| 63328   | CHAMBERS, BILL                | MEALS/TRAVEL IT                | 211.10   |
|         |                               | WARRANT TOTAL                  | 211.10   |
| 63329   | CENTRAL WELDING SUPPLY        | OPERATING SUPPLIES SAN         | 1.50     |

| WARRANT | VENDOR NAME                     | DESCRIPTION               |      | AMOUNT     |
|---------|---------------------------------|---------------------------|------|------------|
|         |                                 | OPERATING SUPPLIES        | SAN  | 17.60      |
|         |                                 | WARRANT TOTAL             |      | 19.10      |
| 63330   | CHEMSEARCH                      | OPERATING SUPPLIES        | ST   | 98.21      |
|         |                                 | WARRANT TOTAL             |      | 98.21      |
| 63331   | COLLISION INVEST. SOLUTIONS     | TUITION/REGISTRATION      | PD   | 295.00     |
|         |                                 | WARRANT TOTAL             |      | 295.00     |
| 63332   | COLLINS OFFICE SUPPLY, INC      | SUPPLIES                  | FIN  | 31.04      |
|         |                                 | SUPPLIES/BOOKS            | PLN  | 4.21       |
|         |                                 | SUPPLIES                  | ENG  | 4.21       |
|         |                                 | OFF/OPER SUPPS & BOOKS    | INSP | 4.21       |
|         |                                 | OPERATING SUPPLIES        | SAN  | 52.81      |
|         |                                 | WARRANT TOTAL             |      | 96.48      |
| 63333   | COLACURCIO BROTHERS, INC.       | BINGHAM PARK BLDG         | PK   | 29,052.53  |
|         |                                 | CONSTRUCTION              | CH   | 11,949.57  |
|         |                                 | EVIDENCE/STORAGE BUILDING | CH   | 61,338.25  |
|         |                                 | WARRANT TOTAL             |      | 102,340.35 |
| 63334   | COMMERCIAL FIRE PROTECTION INC. | CONSTRUCTION              | CH   | 305.00     |
|         |                                 | WARRANT TOTAL             |      | 305.00     |
| 63335   | COMCAST                         | COMPUTER NETWORK          | CS   | 68.40      |
|         |                                 | TELEPHONE                 | PD   | 13.30      |
|         |                                 | TELEPHONE                 | FD   | 13.30      |
|         |                                 | WARRANT TOTAL             |      | 95.00      |
| 63336   | CONCRETE NOR'WEST, INC.         | OPERATING SUP - GOLF      | PK   | 473.03     |
|         |                                 | WARRANT TOTAL             |      | 473.03     |
| 63337   | HSBC BUSINESS SOLUTIONS         | OFFICE FURNITURE          | EXE  | 431.98     |
|         |                                 | OFFICE FURNITURE          | EXE  | 215.99     |
|         |                                 | OFFICE/OPERATING SUPPLIES | PD   | 27.86      |
|         |                                 | OPERATING SUPPLIES        | FD   | 184.69     |
|         |                                 | MISCELLANEOUS             | CH   | 205.09     |
|         |                                 | WARRANT TOTAL             |      | 1,065.61   |
| 63338   | COUNTRYSIDE CHEVROLET           | REPAIR & MAINT - AUTO     | PD   | 180.90     |
|         |                                 | WARRANT TOTAL             |      | 180.90     |
| 63339   | SKAGIT WEEKLY NEWS GROUP        | SUPPLIES                  | FIN  | 186.30     |
|         |                                 | SUPPLIES                  | ENG  | 126.36     |
|         |                                 | PRINTING/PUBLICATIONS     | PD   | 136.08     |
|         |                                 | WARRANT TOTAL             |      | 448.74     |
| 63340   | CREELMAN & SHILLING (DRS        | PROFESSIONAL SERVICES     | SWR  | 110.00     |
|         |                                 | WARRANT TOTAL             |      | 110.00     |
| 63341   | CRYSTAL SPRINGS                 | OPERATING SUPPLIES        | SAN  | 66.01      |
|         |                                 | WARRANT TOTAL             |      | 66.01      |

| WARRANT | VENDOR NAME               | DESCRIPTION                |     | AMOUNT    |
|---------|---------------------------|----------------------------|-----|-----------|
| 63342   | DECATUR ELECTRONICS INC.  | MACHINERY & EQUIPMENT      | PD  | 1,648.80  |
|         |                           | WARRANT TOTAL              |     | 1,648.80  |
| 63343   | DESTINATION WIRELESS      | TELEPHONE                  | ST  | 259.10    |
|         |                           | TELEPHONE                  | ST  | 12.95     |
|         |                           | TELEPHONE                  | ST  | 32.39     |
|         |                           | OPERATING SUPPLIES         | SWR | 64.78     |
|         |                           | OPERATING SUPPLIES         | SAN | 86.38     |
|         |                           | WARRANT TOTAL              |     | 455.60    |
| 63344   | DIMENSIONAL COMM, INC.    | CAPITAL IMPROV-RESERVE     | CS  | 25,878.71 |
|         |                           | WARRANT TOTAL              |     | 25,878.71 |
| 63345   | E & E LUMBER              | REPAIRS/MT-RIVERFRONT      | PK  | 3.24      |
|         |                           | REPAIRS/MT-RV PARK         | PK  | 68.30     |
|         |                           | REPAIRS/MT-COMMUNITY CTR   | PK  | 102.95    |
|         |                           | REPAIR/MT-MEMORIAL PARK    | PK  | 207.12    |
|         |                           | REPAIR/MT-BINGHAM PARK     | PK  | 2.69      |
|         |                           | REPAIR/MT-BINGHAM PARK     | PK  | 7.23      |
|         |                           | REPAIR/MT-HARRY OSBORNE    | PK  | 58.86     |
|         |                           | OPERATING SUPPLIES         | CEM | 29.96     |
|         |                           | SMALL TOOLS/MINOR EQUIP    | CEM | 44.46     |
|         |                           | OPERATING SUPPLIES         | ST  | 16.83     |
|         |                           | OPERATING SUPPLIES         | ST  | 29.65     |
|         |                           | OPERATING SUPPLIES         | ST  | 14.02     |
|         |                           | OPERATING SUPPLIES-PROPANE | ST  | 36.69     |
|         |                           | SMALL TOOLS/MINOR EQUIP    | ST  | 430.92    |
|         |                           | SMALL TOOLS/MINOR EQUIP    | ST  | 94.25     |
|         |                           | OPERATING SUPPLIES         | SWR | 2.79      |
|         |                           | OPERATING SUPPLIES         | SWR | 14.23     |
|         |                           | OPERATING SUPPLIES         | SWR | 2.21      |
|         |                           | OPERATING SUPPLIES         | SWR | 7.55      |
|         |                           | OPERATING SUPPLIES         | SWR | 4.86      |
|         |                           | OPERATING SUPPLIES         | SWR | 2.02      |
|         |                           | OPERATING SUPPLIES         | SWR | 3.46      |
|         |                           | MACHINERY/EQUIPMENT        | SWR | 29.70     |
|         |                           | MACHINERY/EQUIPMENT        | SWR | 14.02     |
|         |                           | OPERATING SUPPLIES         | SAN | 10.35     |
|         |                           | WARRANT TOTAL              |     | 1,238.36  |
| 63346   | EDGE ANALYTICAL, INC.     | SOLID WASTE DISPOSAL       | SAN | 221.00    |
|         |                           | WARRANT TOTAL              |     | 221.00    |
| 63347   | FARMERS EQUIPMENT CO.     | MAINTENANCE OF LINES       | SWR | 8.59      |
|         |                           | WARRANT TOTAL              |     | 8.59      |
| 63348   | FEDERAL CERTIFIED HEARING | RETIRED MEDICAL            | PD  | 34.00     |
|         |                           | MISC-PERMITS & LICENSES    | PK  | 20.00     |
|         |                           | OPERATING SUPPLIES         | SAN | 20.00     |
|         |                           | WARRANT TOTAL              |     | 74.00     |
| 63349   | FEI #3007                 | REPAIR/MT-SENIOR CENTER    | PK  | 10.67     |

| WARRANT | VENDOR NAME               | DESCRIPTION                  |     | AMOUNT    |
|---------|---------------------------|------------------------------|-----|-----------|
|         |                           | REPAIR/MT-HARRY OSBORNE      | PK  | 70.28     |
|         |                           | WARRANT TOTAL                |     | 80.95     |
| 63350   | FIDALGO NETWORKING        | TELEPHONE                    | SAN | 50.00     |
|         |                           | WARRANT TOTAL                |     | 50.00     |
| 63351   | GLACIER AVIATION, INC.    | ENGINEERING-SKAGIT LIGHT     | AST | 1,440.00  |
|         |                           | WARRANT TOTAL                |     | 1,440.00  |
| 63352   | GREAT AMERICA LEASING COR | EQUIPMENT LEASES             | CS  | 335.48    |
|         |                           | EQUIPMENT LEASES             | CS  | 384.08    |
|         |                           | WARRANT TOTAL                |     | 719.56    |
| 63353   | GRCC/WETRC                | MISC-TUITION/REGISTRATION    | SWR | 295.00    |
|         |                           | MISC-TUITION/REGISTRATION    | SWR | 295.00    |
|         |                           | WARRANT TOTAL                |     | 590.00    |
| 63354   | GUARDIAN SECURITY         | PUBLIC UTILITIES             | CS  | 78.00     |
|         |                           | PROFESSIONAL SERVICES        | PD  | 30.00     |
|         |                           | WARRANT TOTAL                |     | 108.00    |
| 63355   | HACH COMPANY              | OPERATING SUPPLIES           | SWR | 464.57    |
|         |                           | WARRANT TOTAL                |     | 464.57    |
| 63356   | HD SUPPLY WATERWORKS LTD  | REPAIRS/MAINT-EQUIP          | FD  | 64.46     |
|         |                           | WARRANT TOTAL                |     | 64.46     |
| 63357   | HOLLAND HEALTH SERV. INC. | RETIRED MEDICAL              | PD  | 151.99    |
|         |                           | WARRANT TOTAL                |     | 151.99    |
| 63358   | HONEY BUCKET              | OPERATING SUP - CITY HALL    | PK  | 93.76     |
|         |                           | OPERATING SUP - BINGHAM PARK |     | 72.70     |
|         |                           | OPERATING SUP - GOLF         | PK  | 103.34    |
|         |                           | WARRANT TOTAL                |     | 269.80    |
| 63359   | HORIZON BANK              | CONSTRUCTION - SR20 LINE     | PWT | 15,716.00 |
|         |                           | WARRANT TOTAL                |     | 15,716.00 |
| 63360   | IMAGE PERSPECTIVES        | SUPPLIES & BOOKS             | FD  | 460.00    |
|         |                           | WARRANT TOTAL                |     | 460.00    |
| 63361   | INGRAM LIBRARY SERVICES   | BOOKS, PERIOD, RECORDS       | LIB | 14.91     |
|         |                           | BOOKS, PERIOD, RECORDS       | LIB | 52.44     |
|         |                           | BOOKS, PERIOD, RECORDS       | LIB | 11.18     |
|         |                           | BOOKS, PERIOD, RECORDS       | LIB | 21.48     |
|         |                           | BOOKS, PERIOD, RECORDS       | LIB | 8.33      |
|         |                           | BOOKS, PERIOD, RECORDS       | LIB | 11.73     |
|         |                           | BOOKS, PERIOD, RECORDS       | LIB | 12.06     |
|         |                           | MACHINERY/EQUIP-OFFICE       | LIB | 40.81     |
|         |                           | WARRANT TOTAL                |     | 172.94    |
| 63362   | JOHN, RONALD              | RETIRED MEDICAL              | PD  | 204.00    |

| WARRANT | VENDOR NAME                 | DESCRIPTION               |     | AMOUNT    |
|---------|-----------------------------|---------------------------|-----|-----------|
|         |                             | WARRANT TOTAL             |     | 204.00    |
| 63363   | KCDA PURCHASING COOPERATIVE | CAPITAL IMPROV-RESERVE    | CS  | 96,885.94 |
|         |                             | WARRANT TOTAL             |     | 96,885.94 |
| 63364   | KROESEN'S INC.              | UNIFORMS                  | FD  | 18.75     |
|         |                             | UNIFORMS                  | FD  | 197.84    |
|         |                             | UNIFORMS                  | FD  | 1,114.03  |
|         |                             | UNIFORMS                  | FD  | 29.05     |
|         |                             | WARRANT TOTAL             |     | 1,359.67  |
| 63365   | LAKESIDE INDUSTRIES         | REPAIR/MAINT-STREETS      | ST  | 504.11    |
|         |                             | WARRANT TOTAL             |     | 504.11    |
| 63366   | LANGUAGE EXCH. INC. (THE)   | LANGUAGE INTERPRETER      | JUD | 330.00    |
|         |                             | WARRANT TOTAL             |     | 330.00    |
| 63367   | LIBERTY FLAG & SPECIALTY    | OPERATING SUPPLIES        | SWR | 116.95    |
|         |                             | WARRANT TOTAL             |     | 116.95    |
| 63368   | LISSER & ASSOC.             | PROF SVS-ENGINEERING      | SWR | 2,229.00  |
|         |                             | WARRANT TOTAL             |     | 2,229.00  |
| 63369   | LOGGERS AND CONTRACTORS     | MAINTENANCE OF LINES      | SWR | 54.84     |
|         |                             | MAINTENANCE OF LINES      | SWR | 193.35    |
|         |                             | WARRANT TOTAL             |     | 248.19    |
| 63370   | MAMMOTH STONEWORKS INC      | CAP OUTLAY-GRANT FOR HHS  | PKR | 118.27    |
|         |                             | WARRANT TOTAL             |     | 118.27    |
| 63371   | MARK E. CHRIST, ARCHITECT   | BINGHAM PARK BLDG         | PK  | 1,127.75  |
|         |                             | EVIDENCE/STORAGE BUILDING | CH  | 1,000.00  |
|         |                             | WARRANT TOTAL             |     | 2,127.75  |
| 63372   | MARTIN MARIETTA MATERIALS   | REPAIRS/MT-RIVERFRONT     | PK  | 303.59    |
|         |                             | REPAIR/MAINT-STREETS      | ST  | 574.14    |
|         |                             | REPAIR/MAINT-STREETS      | ST  | 4,079.64  |
|         |                             | MAINTENANCE OF LINES      | SWR | 151.74    |
|         |                             | WARRANT TOTAL             |     | 5,109.11  |
| 63373   | MID-AMERICAN RESEARCH CHEM. | OPERATING SUPPLIES        | SWR | 95.17     |
|         |                             | WARRANT TOTAL             |     | 95.17     |
| 63374   | MOTOR TRUCKS, INC.          | REPAIRS/MAINT-EQUIP       | FD  | 67.12     |
|         |                             | REPAIRS/MAINT-EQUIP       | SAN | 1,144.86  |
|         |                             | REPAIRS/MAINT-EQUIP       | SAN | 1,515.01  |
|         |                             | WARRANT TOTAL             |     | 2,726.99  |
| 63375   | MT. HOOD CHEMICAL           | SOLIDS HANDLING           | SWR | 5,645.38  |
|         |                             | WARRANT TOTAL             |     | 5,645.38  |
| 63376   | N C MACHINERY CO.           | REPAIR/MAINTENANCE-EQUIP  | ST  | 126.61    |

| WARRANT | VENDOR NAME                | DESCRIPTION                  | AMOUNT   |
|---------|----------------------------|------------------------------|----------|
|         |                            | WARRANT TOTAL                | 126.61   |
| 63377   | NEXTEL COMMUNICATIONS      | TELEPHONE FIN                | 91.20    |
|         |                            | TELEPHONE LGL                | 30.41    |
|         |                            | PUBLIC UTILITIES CS          | 30.41    |
|         |                            | TELEPHONE PLN                | 30.41    |
|         |                            | NEXTEL CELL PHONES           | 60.80    |
|         |                            | TELEPHONE PD                 | 516.80   |
|         |                            | TELEPHONE FD                 | 212.80   |
|         |                            | TELEPHONE INSP               | 30.41    |
|         |                            | TELEPHONE PK                 | 273.60   |
|         |                            | TELEPHONE CEM                | 60.80    |
|         |                            | TELEPHONE ST                 | 344.35   |
|         |                            | NEXTEL CELL PHONES           | 304.00   |
|         |                            | NEXTEL CELL PHONES SAN       | 182.40   |
|         |                            | WARRANT TOTAL                | 2,168.39 |
| 63378   | NORTH CASCADE FORD         | REPAIRS/MAINT-EQUIP FD       | 22.12    |
|         |                            | REPAIR/MAINT-STREETS ST      | 188.99   |
|         |                            | WARRANT TOTAL                | 211.11   |
| 63379   | NORTH CASCADE VET HOSPITAL | PROFESSIONAL SERVICES PD     | 83.06    |
|         |                            | WARRANT TOTAL                | 83.06    |
| 63380   | NORTHWEST CLEAR AIR        | TUITION/REGISTRATION FD      | 325.00   |
|         |                            | WARRANT TOTAL                | 325.00   |
| 63381   | OASYS                      | REPAIR/MAINTENANCE JUD       | 129.60   |
|         |                            | EQUIPMENT LEASES CS          | 319.47   |
|         |                            | WARRANT TOTAL                | 449.07   |
| 63382   | OFFICE DEPOT               | SUPPLIES/BOOKS PLN           | 71.94    |
|         |                            | SUPPLIES ENG                 | 71.93    |
|         |                            | OFFICE/OPERATING SUPPLIES PD | 104.22   |
|         |                            | OFF/OPER SUPPS & BOOKS INSP  | 71.94    |
|         |                            | SUPPLIES LIB                 | 96.77    |
|         |                            | WARRANT TOTAL                | 416.80   |
| 63383   | OLIVER-HAMMER CLOTHES      | CLOTHING ST                  | 45.34    |
|         |                            | SAFETY EQUIPMENT ST          | 140.38   |
|         |                            | SAFETY EQUIPMENT ST          | 145.74   |
|         |                            | SAFETY EQUIPMENT ST          | 97.16    |
|         |                            | SAFETY EQUIPMENT ST          | 132.78   |
|         |                            | CLOTHING SAN                 | 88.52    |
|         |                            | WARRANT TOTAL                | 455.60   |
| 63384   | OTAK                       | PROFESSIONAL SERVICES ENG    | 2,167.62 |
|         |                            | WARRANT TOTAL                | 2,167.62 |
| 63385   | OWEN EQUIPMENT COMPANY     | REPAIRS/MAINTENANCE          | 270.54   |
|         |                            | WARRANT TOTAL                | 270.54   |

| WARRANT | VENDOR NAME               | DESCRIPTION                |      | AMOUNT   |
|---------|---------------------------|----------------------------|------|----------|
| 63386   | PACIFIC POWER BATTERIES   | OPERATING SUPPLIES         | SWR  | 60.85    |
|         |                           | WARRANT TOTAL              |      | 60.85    |
| 63387   | PAT RIMMER TIRE CTR, INC  | OPERATING SUPPLIES-PROPANE | ST   | 126.07   |
|         |                           | OPERATING SUPPLIES-PROPANE | ST   | 29.85    |
|         |                           | REPAIR/MAINTENANCE-EQUIP   | ST   | 99.31    |
|         |                           | REPAIRS/MAINT-EQUIP        | SAN  | 43.20    |
|         |                           | WARRANT TOTAL              |      | 298.43   |
| 63388   | PETROCARD                 | AUTO FUEL/DIESEL           | PK   | 66.25    |
|         |                           | AUTO FUEL/DIESEL           | ST   | 157.72   |
|         |                           | AUTO FUEL/DIESEL           | ST   | 112.98   |
|         |                           | AUTO FUEL/DIESEL           | SWR  | 72.54    |
|         |                           | AUTO FUEL/DIESEL           | SAN  | 18.92    |
|         |                           | WARRANT TOTAL              |      | 428.41   |
| 63389   | PERSONNEL CONCEPTS        | OPERATING SUPPLIES         | CS   | 75.56    |
|         |                           | PRINTING/PUBLICATIONS      | PD   | 75.56    |
|         |                           | OFFICE SUPPLIES            | FD   | 75.56    |
|         |                           | MISC-DUES/SUBSCRIPTIONS    | PK   | 75.57    |
|         |                           | MISC-DUES/SUBSCRIPTIONS    | CEM  | 75.56    |
|         |                           | MISC-DUES/SUBSCRIPTIONS    | ST   | 75.57    |
|         |                           | SUPPLIES                   | LIB  | 75.56    |
|         |                           | SAFETY EQUIPMENT           | SWR  | 75.56    |
|         |                           | WARRANT TOTAL              |      | 604.50   |
| 63390   | PETERSON, DEBRA           | TRAVEL                     | LIB  | 45.00    |
|         |                           | WARRANT TOTAL              |      | 45.00    |
| 63391   | PETTY CASH                | LEGAL PUBLICATIONS         | LGS  | 46.00    |
|         |                           | MEALS/TRAVEL               | EXE  | 40.00    |
|         |                           | TRAVEL/MEALS               | INSP | 10.00    |
|         |                           | REPAIR/MT-GOLF COURSE      | PK   | 16.25    |
|         |                           | POSTAGE                    | SWR  | 5.00     |
|         |                           | POSTAGE                    | SAN  | 5.00     |
|         |                           | WARRANT TOTAL              |      | 122.25   |
| 63392   | PETTY CASH-DEBRA PETERSON | SUPPLIES                   | LIB  | 98.74    |
|         |                           | WARRANT TOTAL              |      | 98.74    |
| 63393   | POTASH, ERIC              | MISC-TUITION/REGISTRATION  | INSP | 180.00   |
|         |                           | WARRANT TOTAL              |      | 180.00   |
| 63394   | PRO-SEAL SERVICE GRP INC  | MAINT OF GENERAL EQUIP     | SWR  | 1,100.47 |
|         |                           | WARRANT TOTAL              |      | 1,100.47 |
| 63395   | PRINTWISE, INC.           | PROFESSIONAL SERVICES      | JUD  | 74.52    |
|         |                           | WARRANT TOTAL              |      | 74.52    |
| 63396   | PUBLIC UTILITY DIS. NO.1  | PUBLIC UTILITIES           | CS   | 180.33   |
|         |                           | UTILITIES-RIVERFRONT       | PK   | 172.30   |
|         |                           | UTILITIES-COMMUNITY CTR    | PK   | 277.04   |

| WARRANT | VENDOR NAME                 | DESCRIPTION                    | AMOUNT    |
|---------|-----------------------------|--------------------------------|-----------|
|         |                             | UTILITIES-SENIOR CENTER PK     | 171.48    |
|         |                             | UTILITIES-TRAIN PK             | 16.40     |
|         |                             | UTILITIES-HAMMER SQUARE PK     | 175.08    |
|         |                             | UTILITIES-BINGHAM & MEMORIAL P | 27.40     |
|         |                             | UTILITIES - OTHER PK           | 27.40     |
|         |                             | PUBLIC UTILITIES CEM           | 50.48     |
|         |                             | PUBLIC UTILITIES ST            | 38.76     |
|         |                             | PUBLIC UTILITIES LIB           | 22.08     |
|         |                             | PUBLIC UTILITIES SWR           | 123.38    |
|         |                             | PUBLIC UTILITIES SAN           | 44.44     |
|         |                             | WARRANT TOTAL                  | 1,326.57  |
| 63397   | PUGET SOUND ENERGY          | PUBLIC UTILITIES CS            | 2,368.83  |
|         |                             | PUB UTILITIES-MALL CS          | 7.22      |
|         |                             | PUB UTILITIES-MALL CS          | 58.75     |
|         |                             | PS - Stormwater                | 133.25    |
|         |                             | REPAIRS & MAINTENANCE PD       | 7.23      |
|         |                             | UTILITIES-RIVERFRONT PK        | 848.62    |
|         |                             | UTILITIES-COMMUNITY CTR PK     | 146.45    |
|         |                             | UTILITIES-SENIOR CENTER PK     | 289.32    |
|         |                             | UTILITIES - GOLF PK            | 77.16     |
|         |                             | UTILITIES-TRAIN PK             | 82.31     |
|         |                             | UTILITIES-HAMMER SQUARE PK     | 312.13    |
|         |                             | UTILITIES-BINGHAM & MEMORIAL P | 7.22      |
|         |                             | UTILITIES - SHOP PK            | 72.55     |
|         |                             | UTILITIES - OTHER PK           | 7.22      |
|         |                             | PUBLIC UTILITIES CEM           | 66.50     |
|         |                             | PUBLIC UTILITIES ST            | 120.05    |
|         |                             | PUBLIC UTILITIES ST            | 50.54     |
|         |                             | PUBLIC UTILITIES ST            | 65.44     |
|         |                             | PUBLIC UTILITIES ST            | 7,128.49  |
|         |                             | PUBLIC UTILITIES LIB           | 228.24    |
|         |                             | ADVERTISING HOT                | 29.25     |
|         |                             | PUBLIC UTILITIES SWR           | 7,970.94  |
|         |                             | PUBLIC UTILITIES SWR           | 143.49    |
|         |                             | PUBLIC UTILITIES SAN           | 170.97    |
|         |                             | WARRANT TOTAL                  | 20,392.17 |
| 63398   | PUGET SOUND LEASING CO. INC | PUBLIC UTILITIES RV            | 8.70      |
|         |                             | UTILITIES-RIVERFRONT PK        | 16.63     |
|         |                             | UTILITIES-COMMUNITY CTR PK     | 32.75     |
|         |                             | UTILITIES-SENIOR CENTER PK     | 136.24    |
|         |                             | PUBLIC UTILITIES SWR           | 150.76    |
|         |                             | WARRANT TOTAL                  | 345.08    |
| 63399   | R & D SUPPLY, INC.          | MAINTENANCE OF LINES SWR       | 948.30    |
|         |                             | WARRANT TOTAL                  | 948.30    |
| 63400   | RECORDED BOOKS, LLC         | BOOKS, PERIOD, RECORDS LIB     | 6.43      |
|         |                             | WARRANT TOTAL                  | 6.43      |
| 63401   | REGION 3 FIRE COUNCIL       | TUITION/REGISTRATION FD        | 180.00    |

| WARRANT | VENDOR NAME                      | DESCRIPTION              |     | AMOUNT    |
|---------|----------------------------------|--------------------------|-----|-----------|
|         |                                  | WARRANT TOTAL            |     | 180.00    |
| 63402   | RODDA PAINT CO.                  | REPAIR/MAINT-GARAGE      | FD  | 19.80     |
|         |                                  | WARRANT TOTAL            |     | 19.80     |
| 63403   | ROSENCRANTZ, KEN                 | RETIRED MEDICAL          | PD  | 289.20    |
|         |                                  | WARRANT TOTAL            |     | 289.20    |
| 63404   | SCADA & CONTROLS ENGINEERING INC | PROFESSIONAL SERVICES    | SWR | 5,148.00  |
|         |                                  | MACHINERY/EQUIPMENT      | SWR | 1,500.00  |
|         |                                  | WARRANT TOTAL            |     | 6,648.00  |
| 63405   | SCIENTIFIC SUPPLY                | OPERATING SUPPLIES       | SWR | 132.29    |
|         |                                  | OPERATING SUPPLIES       | SWR | 382.31    |
|         |                                  | WARRANT TOTAL            |     | 514.60    |
| 63406   | SEAHURST ELECTRIC                | MAINT OF GENERAL EQUIP   | SWR | 810.00    |
|         |                                  | WARRANT TOTAL            |     | 810.00    |
| 63407   | SEATTLE PUMP AND EQUIP CO        | MAINTENANCE OF LINES     | SWR | 643.94    |
|         |                                  | WARRANT TOTAL            |     | 643.94    |
| 63408   | SEDRO-WOLLEY AUTO PARTS          | MACHINERY & EQUIPMENT    | PD  | 107.95    |
|         |                                  | OPERATING SUPPLIES       | CEM | 5.90      |
|         |                                  | OPERATING SUPPLIES       | CEM | 73.66     |
|         |                                  | OPERATING SUPPLIES       | CEM | 12.61     |
|         |                                  | OPERATING SUPPLIES       | CEM | 11.33     |
|         |                                  | OPERATING SUPPLIES       | ST  | 20.68     |
|         |                                  | OPERATING SUPPLIES       | ST  | 61.46     |
|         |                                  | OPERATING SUPPLIES       | ST  | 1.51      |
|         |                                  | REPAIR/MAINTENANCE-EQUIP | ST  | 68.79     |
|         |                                  | REPAIR/MAINTENANCE-EQUIP | ST  | 15.53     |
|         |                                  | REPAIR/MAINTENANCE-EQUIP | ST  | 23.73     |
|         |                                  | REPAIR/MAINTENANCE-EQUIP | ST  | 77.86     |
|         |                                  | REPAIR/MAINTENANCE-EQUIP | ST  | 40.99     |
|         |                                  | REPAIR/MAINTENANCE-EQUIP | ST  | 61.77     |
|         |                                  | REPAIR/MAINTENANCE-EQUIP | ST  | 61.46     |
|         |                                  | REPAIR/MAINTENANCE-EQUIP | ST  | 22.02     |
|         |                                  | MAINTENANCE OF LINES     | SWR | 9.40      |
|         |                                  | MAINTENANCE OF VEHICLES  | SWR | 15.52     |
|         |                                  | OPERATING SUPPLIES       | SWR | 6.76      |
|         |                                  | REPAIRS/MAINT-EQUIP      | SAN | 103.59    |
|         |                                  | REPAIRS/MAINT-EQUIP      | SAN | 14.96     |
|         |                                  | REPAIRS/MAINT-EQUIP      | SAN | 113.58    |
|         |                                  | REPAIRS/MAINT-EQUIP      | SAN | 116.51    |
|         |                                  | REPAIRS/MAINT-EQUIP      | SAN | 16.33     |
|         |                                  | WARRANT TOTAL            |     | 926.32    |
| 63409   | SEDRO-WOLLEY VOLUNTEER           | SALARIES-VOLUNTEERS      | FD  | 10,249.50 |
|         |                                  | WARRANT TOTAL            |     | 10,249.50 |
| 63410   | SIGNATURE FORMS INC.             | SUPPLIES                 | FIN | 78.79     |

| WARRANT | VENDOR NAME                     | DESCRIPTION                |      | AMOUNT    |
|---------|---------------------------------|----------------------------|------|-----------|
|         |                                 | SUPPLIES/BOOKS             | PLN  | 26.27     |
|         |                                 | SUPPLIES                   | ENG  | 26.27     |
|         |                                 | OFF/OPER SUPPS & BOOKS     | INSP | 26.26     |
|         |                                 | WARRANT TOTAL              |      | 157.59    |
| 63411   | SKAGIT COUNTY EMS               | PUBLIC EDUC. SUPPLIES      | PD   | 266.00    |
|         |                                 | WARRANT TOTAL              |      | 266.00    |
| 63412   | SK. CO. PUBLIC WORKS DEPT       | PROFESSIONAL SERVICES      | ENG  | 1,000.00  |
|         |                                 | WARRANT TOTAL              |      | 1,000.00  |
| 63413   | SKAGIT PUD NO. 1                | REPAIRS/MAINT-EQUIP        | FD   | 560.14    |
|         |                                 | WARRANT TOTAL              |      | 560.14    |
| 63414   | SKAGIT CO. PUBLIC WORKS         | CAPITAL IMPROV-RESERVE     | CS   | 929.06    |
|         |                                 | SOLID WASTE DISPOSAL       | SAN  | 33,196.28 |
|         |                                 | WARRANT TOTAL              |      | 34,125.34 |
| 63415   | SKAGIT COUNTY SHERIFF OFF       | PRISONER TRANSPORT         | PD   | 225.08    |
|         |                                 | WARRANT TOTAL              |      | 225.08    |
| 63416   | SKAGIT FARMERS SUPPLY           | OPERATING SUP - CITY HALL  | PK   | 187.74    |
|         |                                 | OPERATING SUPPLIES-PROPANE | ST   | 18.60     |
|         |                                 | OPERATING SUPPLIES-PROPANE | ST   | 18.60     |
|         |                                 | WARRANT TOTAL              |      | 224.94    |
| 63417   | SKAGIT SOILS                    | RECYCLING FEE - YARD WASTE | SAN  | 250.80    |
|         |                                 | WARRANT TOTAL              |      | 250.80    |
| 63418   | SKAGIT RIVER STEEL              | REPAIR & MAINTENANCE       | FIN  | 54.00     |
|         |                                 | REPAIR & MAINTENANCE       | PLN  | 54.00     |
|         |                                 | REPAIR & MAINTENANCE       | ENG  | 54.00     |
|         |                                 | REPAIRS & MAINTENANCE      | PD   | 270.00    |
|         |                                 | REPAIRS/MAINT-EQUIP        | FD   | 21.60     |
|         |                                 | REPAIR/MAINTENANCE-EQUIP   | LIB  | 54.00     |
|         |                                 | REPAIR/MAINTENANCE-EQUIP   | SWR  | 32.40     |
|         |                                 | SOLID WASTE DISPOSAL       | SAN  | 189.00    |
|         |                                 | WARRANT TOTAL              |      | 729.00    |
| 63419   | SK. VALLEY BARK & TOPSOIL, INC. | REPAIR/MT-BINGHAM PARK     | PK   | 147.74    |
|         |                                 | MISCELLANEOUS              | CH   | 224.10    |
|         |                                 | MISCELLANEOUS              | CH   | 112.05    |
|         |                                 | CONSTRUCTION               | CH   | 224.10    |
|         |                                 | WARRANT TOTAL              |      | 707.99    |
| 63420   | SKAGIT VALLEY PUBLISHING        | LEGAL PUBLICATIONS         | LGS  | 38.01     |
|         |                                 | LEGAL PUBLICATIONS         | LGS  | 34.84     |
|         |                                 | LEGAL PUBLICATIONS         | LGS  | 38.01     |
|         |                                 | LEGAL PUBLICATIONS         | LGS  | 28.51     |
|         |                                 | ADVERTISING/LEGAL PUBLIC   | PLN  | 386.44    |
|         |                                 | ADVERTISING/LEGAL PUBLIC   | PLN  | 91.86     |
|         |                                 | WARRANT TOTAL              |      | 617.67    |

| WARRANT | VENDOR NAME             | DESCRIPTION                   |     | AMOUNT     |
|---------|-------------------------|-------------------------------|-----|------------|
| 63421   | SPRINT                  | TELEPHONE                     | FD  | 60.69      |
|         |                         | WARRANT TOTAL                 |     | 60.69      |
| 63422   | STRIDER CONST. CO INC.  | CONSTRUCTION - SR20 LINE      | PWT | 323,749.61 |
|         |                         | WARRANT TOTAL                 |     | 323,749.61 |
| 63423   | SUMMIT LAW GROUP        | PROFESSIONAL SERVICES         | LGL | 135.50     |
|         |                         | WARRANT TOTAL                 |     | 135.50     |
| 63424   | SUBURBAN PROPANE, L.P.  | PROPANE                       | CEM | 243.14     |
|         |                         | WARRANT TOTAL                 |     | 243.14     |
| 63425   | TIGERDIRECT.COM         | COMPUTER NETWORK              | CS  | 218.33     |
|         |                         | COMPUTER NETWORK              | CS  | 996.03     |
|         |                         | WARRANT TOTAL                 |     | 1,214.36   |
| 63426   | TRAIL ROAD EXPRESS LUBE | REPAIRS/MAINT-EQUIP           | FD  | 31.00      |
|         |                         | WARRANT TOTAL                 |     | 31.00      |
| 63427   | TRUE VALUE              | OPERATING SUPPLIES            | CS  | 86.39      |
|         |                         | OPERATING SUPPLIES            | CS  | 34.96      |
|         |                         | REPAIR & MAINTENANCE          | CS  | 2.15       |
|         |                         | OFFICE/OPERATING SUPPLIES     | PD  | 4.31       |
|         |                         | OPERATING SUPPLIES            | FD  | 9.71       |
|         |                         | OPERATING SUPPLIES            | FD  | 28.44      |
|         |                         | SMALL TOOLS & MINOR EQUIP     | FD  | 180.75     |
|         |                         | REPAIRS/MAINT-DORM            | FD  | 63.70      |
|         |                         | OPERATING SUP - RV PARK       | PK  | 11.87      |
|         |                         | OPERATING SUP - HAMMER SQ     | PK  | 8.73       |
|         |                         | SMALL TOOLS & MINOR EQUIP     | PK  | 29.14      |
|         |                         | SMALL TOOLS & MINOR EQUIP     | PK  | 46.42      |
|         |                         | REPAIRS/MT-RIVERFRONT         | PK  | 7.01       |
|         |                         | REPAIRS/MT-COMMUNITY CTR      | PK  | 11.56      |
|         |                         | REPAIRS/MT-COMMUNITY CTR      | PK  | 10.01      |
|         |                         | REPAIR/MT-GOLF COURSE         | PK  | 21.76      |
|         |                         | REPAIR/MT-HAMMER SQUARE       | PK  | 15.42      |
|         |                         | REPAIR/MT-HAMMER SQUARE       | PK  | 7.01       |
|         |                         | REPAIR/MT-LIONS ROADSIDE PARK |     | 42.09      |
|         |                         | SMALL TOOLS/MINOR EQUIP       | ST  | 18.34      |
|         |                         | OPERATING SUPPLIES            | SWR | 3.55       |
|         |                         | OPERATING SUPPLIES            | SWR | 6.46       |
|         |                         | OPERATING SUPPLIES            | SWR | .70        |
|         |                         | OPERATING SUPPLIES            | SWR | 16.19      |
|         |                         | OPERATING SUPPLIES            | SWR | 4.95       |
|         |                         | OPERATING SUPPLIES            | SWR | 5.49       |
|         |                         | OPERATING SUPPLIES            | SWR | 6.87       |
|         |                         | REPAIRS/MAINT-EQUIP           | SAN | 5.17       |
|         |                         | REPAIRS/MAINT-EQUIP           | SAN | 5.17       |
|         |                         | OPERATING SUPPLIES            | SAN | 95.00      |
|         |                         | OPERATING SUPPLIES            | SAN | 8.19       |
|         |                         | CONTAINERS                    | SAN | 16.37      |
|         |                         | WARRANT TOTAL                 |     | 803.54     |

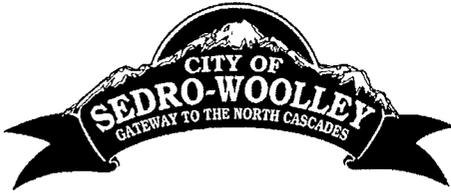
| WARRANT | VENDOR NAME                  | DESCRIPTION               |      | AMOUNT   |
|---------|------------------------------|---------------------------|------|----------|
| 63428   | TRUE VALUE                   | VOIDED WARRANT            |      | .00      |
|         |                              | WARRANT TOTAL             |      | .00      |
| 63429   | PACIFIC POWER PRODUCTS       | MAINTENANCE CONTRACTS     | SWR  | 1,505.41 |
|         |                              | WARRANT TOTAL             |      | 1,505.41 |
| 63430   | UNITED GENERAL HOSPITAL      | PRISONERS                 | PD   | 311.00   |
|         |                              | PRISONERS                 | PD   | 89.00    |
|         |                              | WARRANT TOTAL             |      | 400.00   |
| 63431   | UNITED LABORATORIES          | SAFETY EQUIPMENT          | ST   | 284.95   |
|         |                              | MAINTENANCE OF LINES      | SWR  | 142.47   |
|         |                              | OPERATING SUPPLIES        | SWR  | 142.48   |
|         |                              | WARRANT TOTAL             |      | 569.90   |
| 63432   | UPSTART                      | SUMMER READ PROGRAM       | LIB  | 257.24   |
|         |                              | WARRANT TOTAL             |      | 257.24   |
| 63433   | USA BLUE BOOK                | OPERATING SUPPLIES        | SWR  | 66.01    |
|         |                              | PORTABLE EQUIPMENT        | SWR  | 431.50   |
|         |                              | WARRANT TOTAL             |      | 497.51   |
| 63434   | VALLEY AUTO SUPPLY           | OPERATING SUPPLIES        | CEM  | 6.45     |
|         |                              | REPAIR/MAINT-EQUIP & BLDG | CEM  | 117.66   |
|         |                              | REPAIR/MAINTENANCE-EQUIP  | ST   | 306.16   |
|         |                              | REPAIR/MAINTENANCE-EQUIP  | ST   | 82.83    |
|         |                              | OPERATING SUPPLIES        | SWR  | 8.31     |
|         |                              | REPAIRS/MAINT-EQUIP       | SAN  | 6.97     |
|         |                              | OPERATING SUPPLIES        | SAN  | 161.44   |
|         |                              | OPERATING SUPPLIES        | SAN  | 21.16    |
|         |                              | OPERATING SUPPLIES        | SAN  | 28.62    |
|         |                              | SMALL TOOLS & MINOR EQUIP | SAN  | 84.35    |
|         |                              | WARRANT TOTAL             |      | 823.95   |
| 63435   | VERIZON NORTHWEST            | TELEPHONE                 | PD   | 208.48   |
|         |                              | TELEPHONE                 | INSP | 7.23     |
|         |                              | TELEPHONE - RIVERFRONT    |      | 116.05   |
|         |                              | TELEPHONE                 | PK   | 59.90    |
|         |                              | TELEPHONE                 | CEM  | 61.00    |
|         |                              | TELEPHONE                 | ST   | 9.88     |
|         |                              | TELEPHONE                 | LIB  | 108.68   |
|         |                              | TELEPHONE                 | SWR  | 829.15   |
|         |                              | TELEPHONE                 | SAN  | 100.21   |
|         |                              | WARRANT TOTAL             |      | 1,500.58 |
| 63436   | VISTEN, LESLIE               | RETIRED MEDICAL           | PD   | 94.00    |
|         |                              | WARRANT TOTAL             |      | 94.00    |
| 63437   | WASHINGTON APPRAISAL SVC INC | ENGINEERING-SKAGIT LIGHT  | AST  | 4,874.30 |
|         |                              | WARRANT TOTAL             |      | 4,874.30 |
| 63438   | WA STATE DEPT OF ECOLOGY     | DOE DISCHARGE PERMIT      | SWR  | 435.00   |

| WARRANT | VENDOR NAME               | DESCRIPTION                    | AMOUNT     |
|---------|---------------------------|--------------------------------|------------|
|         |                           | WARRANT TOTAL                  | 435.00     |
| 63439   | WA ST DEPT OF PROF LICEN  | INTERGOV SVC-GUN PERMITS PD    | 90.00      |
|         |                           | INTERGOV SVC-GUN PERMITS PD    | 99.00      |
|         |                           | WARRANT TOTAL                  | 189.00     |
| 63440   | WASHINGTON STATE PATROL   | PROFESSIONAL SERVICES ST       | 10.00      |
|         |                           | WARRANT TOTAL                  | 10.00      |
| 63441   | WASTE MANAGEMENT OF SKGT  | RECYCLING FEE - HOUSEHOLD SAN  | 9,367.35   |
|         |                           | WARRANT TOTAL                  | 9,367.35   |
| 63442   | WOOD'S LOGGING SUPPLY INC | POSTAGE PD                     | 7.52       |
|         |                           | SAFETY EQUIPMENT PK            | 25.37      |
|         |                           | REPAIR/MT-SMALL TOOLS EQUIP PK | 6.48       |
|         |                           | OPERATING SUPPLIES CEM         | 37.74      |
|         |                           | SAFETY EQUIPMENT CEM           | 46.40      |
|         |                           | SAFETY EQUIPMENT CEM           | 19.34      |
|         |                           | REPAIR/MAINTENANCE-EQUIP ST    | 5.62       |
|         |                           | OPERATING SUPPLIES SWR         | 6.36       |
|         |                           | REPAIRS/MAINT-EQUIP SAN        | 56.54      |
|         |                           | WARRANT TOTAL                  | 211.37     |
|         |                           | RUN TOTAL                      | 750,896.65 |

| FUND  | TITLE                          | AMOUNT     |
|-------|--------------------------------|------------|
| 001   | CURRENT EXPENSE FUND           | 162,785.28 |
| 101   | PARK FUND                      | 37,862.81  |
| 102   | CEMETERY FUND                  | 1,574.69   |
| 103   | STREET FUND                    | 19,048.31  |
| 104   | ARTERIAL STREET FUND           | 6,347.98   |
| 105   | LIBRARY FUND                   | 1,588.72   |
| 107   | CUM RESERVE FOR CITY PARK FUND | 118.27     |
| 108   | STADIUM FUND                   | 125.25     |
| 331   | CITY HALL CONST FUND           | 75,358.16  |
| 332   | PWTF SEWER CONSTRUCTION FUND   | 339,465.61 |
| 401   | SEWER FUND                     | 47,291.03  |
| 412   | SOLID WASTE FUND               | 58,825.51  |
| 425   | STORMWATER                     | 505.03     |
| TOTAL |                                | 750,896.65 |

CITY OF SEDRO-WOOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 05/14/2008 (Printed 05/09/2008 08:09)

| DEPARTMENT                          | AMOUNT     |
|-------------------------------------|------------|
| 001 000 011                         | 185.37     |
| 001 000 012                         | 537.94     |
| 001 000 013                         | 1,052.16   |
| 001 000 014                         | 483.33     |
| 001 000 015                         | 223.16     |
| 001 000 017                         | 461.36     |
| 001 000 018                         | 129,233.79 |
| 001 000 019                         | 1,218.19   |
| 001 000 020                         | 3,859.26   |
| 001 000 021                         | 8,886.64   |
| 001 000 022                         | 16,079.01  |
| 001 000 024                         | 565.07     |
| FUND CURRENT EXPENSE FUND           | 162,785.28 |
| 101 000 076                         | 37,862.81  |
| FUND PARK FUND                      | 37,862.81  |
| 102 000 036                         | 1,574.69   |
| FUND CEMETERY FUND                  | 1,574.69   |
| 103 000 042                         | 19,048.31  |
| FUND STREET FUND                    | 19,048.31  |
| 104 000 042                         | 6,347.98   |
| FUND ARTERIAL STREET FUND           | 6,347.98   |
| 105 000 072                         | 1,588.72   |
| FUND LIBRARY FUND                   | 1,588.72   |
| 107 000 076                         | 118.27     |
| FUND CUM RESERVE FOR CITY PARK FUND | 118.27     |
| 108 000 019                         | 125.25     |
| FUND STADIUM FUND                   | 125.25     |
| 331 000 012                         | 75,358.16  |
| FUND CITY HALL CONST FUND           | 75,358.16  |
| 332 000 082                         | 339,465.61 |
| FUND PWTF SEWER CONSTRUCTION FUND   | 339,465.61 |
| 401 000 035                         | 47,291.03  |
| FUND SEWER FUND                     | 47,291.03  |
| 412 000 037                         | 58,825.51  |
| FUND SOLID WASTE FUND               | 58,825.51  |
| 425 000 039                         | 505.03     |
| FUND STORMWATER                     | 505.03     |
| TOTAL                               | 750,896.65 |



MAY 14 2008

7:00 P.M. COUNCIL CHAMBERS Mark A. Freiberger, PE  
AGENDA NO. ~~Director of Public Works/City Engineer~~

MEMO TO: City Council and Mayor Mike Anderson

FROM: Mark A. Freiberger, PE

RE: **On-Call Professional Services Agreement No. 2008-PS-03**  
**SCADA & Controls Engineering, Inc.**  
Wastewater Pump Station SCADA System

DATE: May 7, 2008 (for Council review May 14, 2008)

### ISSUE

Should Mayor Anderson execute the attached On-Call Professional Services Agreement No. 2008-PS-03 with SCADA & Controls Engineering, Inc. of Woodinville, WA for turnkey design and controls to add SCADA control system capability for the Wastewater Pump Station system?

### BACKGROUND/DISCUSSION

The Wastewater Division is in the process of upgrading the existing city sanitary sewer pump stations to provide for central reporting and control from the Wastewater Treatment Facility. SCADA & Controls Engineering, Inc. has been providing the engineering and equipment for this work, but a formal agreement has not been in place. The attached agreement remedies this situation and defines the scope of work and compensation.

It is anticipated that the work will include upgrading four pump stations in 2008, and another one in 2009. Two stations were completed in 2007. The new pump stations installed under the Phase 2 SR20 include SCADA controls, but will need to be integrated into the system. The work to do this is included in the "On Call" portion of this agreement. The "On Call" task will also provide for annual support services for the system.

### FINANCIAL

Here is the updated funding and estimated cost for the overall project.

| <i>FUNDING</i>                                   | <i>2008 Budget</i> | <i>2009 Budget</i> |
|--|--------------------|--------------------|
| Account 401 Machinery & Equipment, SCADA portion | \$ 25,000          | \$ 15,000          |
| Account 401 Professional Services                | \$ 12,000          | \$ 8,000           |
| <b>SUBTOTAL AVAILABLE FUNDING</b>                | <b>\$ 37,000</b>   | <b>\$ 23,000</b>   |
| <br>   |                    |                    |
| <i>ESTIMATED COST</i>                            |                    |                    |
| SCACA & Controls Engineering, inc.               | \$ 37,000          | \$ 23,000          |
| <br>   |                    |                    |
| <b>TOTAL ESTIMATED COST 2008-2009</b>            |                    | <b>\$ 60,000</b>   |

## **ANALYSIS**

The 2008 Budget includes \$25,000 under Account 401 Machinery & Equipment for equipment and engineering for the SCADA improvements, and an additional \$12,000 for on-call engineering work under Account 401 Professional Services, for a total of \$37,000. Some additional funds may be available if needed from the Phase 2 SR20 Sewer Project for integration of the new lift stations. The 2009 budget and costs are projected for completion of the one remaining lift station (Mountain View).

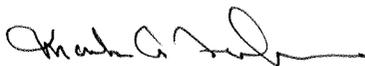
## **RECOMMENDATION**

It is Staff's recommendation that Council authorize Mayor Anderson execute the attached On-Call Professional Services Agreement No. 2008-PS-03 with SCADA & Controls Engineering, Inc. of Woodinville, WA for turnkey design and controls to add SCADA control system capability for the Wastewater Pump Station system.

## **MOTION:**

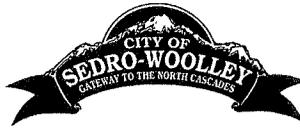
***Move to authorize Mayor Anderson to execute the attached On-Call Professional Services Agreement No. 2008-PS-03 with SCADA & Controls Engineering, Inc. of Woodinville, WA for turnkey design and controls to add SCADA control system capability for the Wastewater Pump Station system in the amount of \$60,000.***

Respectfully submitted,



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Mark A. Freiberger, PE  
Director of Public Works/City Engineer



**ON-CALL PROFESSIONAL SERVICES AGREEMENT No. 2008-PS- 03**  
*(To be used for engineering, professional, and consultant services)*

This Agreement made and entered into this 15th day of May, 2008, 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 SCADA & Controls Engineering, Inc. whose address is 14621 NE 179<sup>th</sup> Street, PO Box 2066, Woodinville, WA 98072, 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 SCADA & control engineering that are requested by the City of Sedro-Woolley

from time to time ("on-call"). See Attachment A, "Scope of Services" and Attachment B, "Standard Labor Rates"

these services shall include Scope, Schedule, and Compensation as specified in "Task Order" format, provided that the total of all task orders does not exceed the maximum value as set forth in section 5 of this contract.

These services shall include:

see Attachment A, "Scope of Services."

**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 \_\_\_\_\_
- as soon as practicable after the execution of this Agreement and subsequent Task Orders, work 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 A, "Scope of Services."
- pursuant to the schedule set forth in forthcoming Task Orders.

**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.

pursuant to the schedule set forth on Attachment B, "Standard Labor Rates and General Terms and Conditions"

\$60,000 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, 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 that 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.**

The term of this agreement shall be from the date signed through the date indicated in (3) above or December 31, 2009, whichever is later.

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 either party.
- C. Termination of this agreement shall not relieve either party of their obligations under this agreement which accrues prior to the date of termination, or which, by their nature, is 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.

**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.

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 which 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.

**19. MRSC Roster Registration.** The Contractor shall register or maintain registration on the MRSC Consultant Roster.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

CITY OF SEDRO-WOOLLEY  
A Washington municipal corporation

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

Attest:

\_\_\_\_\_  
City Clerk

CONTRACTOR:

\_\_\_\_\_

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

## ATTACHMENT A – SCOPE OF SERVICES

To the AGREEMENT between SCADA & CONTROL ENGINEERING INC.

And the City of Sedro-Woolley

DATED May 15, 2008

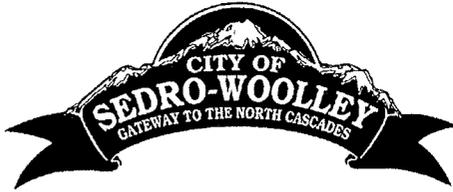
**Task A: Pump station Telemetry.** Provide a "turnkey" solution for providing radio telemetry for six pump stations to the wastewater plant SCADA system, with four to be completed in 2008 and two to be completed in 2009. Develop engineering/installation drawings, write PLC/HMI programs, provide materials, and assist wastewater staff in installation. Pump stations are to be modified to use a submersible level transmitter and a high float for level control. Lead, Lag, Stop, and Low floats are to be removed from control. Telemetry will monitor all alarm points that are currently annunciated at the local site, pump running status, generator status and alarms, wet well level, pump runtimes, pump cycles, and estimated flow totals. A physical timer relay will be added for emergency backup control using the high level float (bypassing all PLC control in the event of a PLC failure or level transmitter failure). Access reports will be developed to view historical data from the stations. Build RTU control panels that use Allen Bradley Micrologix 1100 PLC's, Dataradio Integra-TR UHF 12.5 kHz radios, Antennex Yagi antennas, and quality internal components. Develop screens for plant HMI (RSView32) to display real time data and historical data for each station. Work to be performed per rates established in ATTACHMENT B.

COST NOT TO EXCEED \$40,000

WORK TO BE COMPLETED BY: December 31, 2009

**Task B. SCADA On-Call Services.** Provide on-call SCADA and Control Engineering on and as-needed basis per rates established in ATTACHMENT B.

COST NOT TO EXCEED \$20,000



CITY COUNCIL AGENDA  
REGULAR MEETING

MAY 14 2008

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) 855-0771  
Fax (360) 855-0733

Mark A. Freiberger, PE  
Director of Public Works/City Engineer

MEMO TO: City Council and Mayor Mike Anderson

FROM: Mark A. Freiberger, PE

RE: **Professional Services Agreement for Construction Services  
Reichhardt & Ebe Engineering, Inc.  
Metcalf Sanitary Sewer Project**

DATE: May 7, 2008 (for Council review May 14, 2008)

### ISSUE

Shall council move to authorize Mayor Anderson to enter into agreement with Reichhardt & Ebe Engineering, Inc. to provide construction engineering services for the Metcalf Sanitary Sewer Project in the amount of \$53,676.18?

### BACKGROUND/DISCUSSION

Bids close on the Metcalf Sanitary Sewer Project on May 12, 2008, and work is expected to start in July 2008, with a 30 working day construction period.

Attached is a proposed Agreement for Professional Services No. 2008-PS-05 with Reichhardt & Ebe Engineering, Inc. of Sedro-Woolley, WA to provide construction engineering services for the project. R&E is also the design engineer for the project.

This project is the latest in the series of Critical Sewer Interceptor Projects as defined in the 2005 Sewer Comprehensive Plan and the 2006 PWTF Construction Loan Application.

The proposed agreement represents 7.0% of the construction contract for the work. Construction engineering generally runs 12% to 14% of construction, depending on project size and complexity. This particular project has a very tight timeline of 30 working days, limiting the time required for engineering services as well.

Staff does not presently have the resources to provide construction engineering support beyond contract administration and oversight.

### FINANCIAL

Funds for this project are available from the PWTF Sewer Construction Fund, which is funded by the 2006 PWTF Construction Loan (85%) and Sewer Cumulative Reserve Fund (15%). The 2008 Budget includes Account 332.000.082.596.35.63.03 for construction and construction engineering for this contract. The 2008 PWTF loan with required matching funds includes sufficient funding to award the project with a 10% construction contingency and allowance for construction engineering. Following is a

summary of revenue and estimated costs for the project. The budget for construction engineering also includes a 10% contingency allowance.

**REVENUE**

|                                      |                    |
|--------------------------------------|--------------------|
| PWTF 2008 Sewer Construction Loan    | \$5,156,950        |
| Sewer Cumulative Reserve Match Funds | \$ 910,050         |
| <b>Subtotal 2008 CN Funds</b>        | <b>\$6,067,000</b> |
| Previously committed/expended        | \$ 0               |
| <b>Remaining 2006 CN funds</b>       | <b>\$6,067,000</b> |

**ESTIMATED EXPENDITURES - CONSTRUCTION COSTS**

|  |                   |
|--|-------------------|
| Construction Contract, Engineer's Est. | \$ 767,977        |
| Contingency, 10%                       | \$ 76,798         |
| Construction Engineering, budget       | \$ 60,000         |
| <b>Total, rounded</b>                  | <b>\$ 904,775</b> |

Remaining Budget \$5,162,225

**Other Planned Projects**

|                       |             |
|-----------------------|-------------|
| Township Sewer        | \$3,248,000 |
| WTF Clarifier 1       | \$1,175,000 |
| Design Phase Services | \$ 383,000  |
| Subtotal              | \$4,806,000 |

Remaining Budget (contingency) \$ 356,225

**ANALYSIS**

The Metcalf project is the first of the Critical Interceptor Sewer Projects to be funded by the 2008 PWTF Construction Loan, executed on March 31, 2008. It is anticipated that sufficient funding will be available to complete the projects noted above. A Budget Amendment will be prepared once the bids close.

We have included a 10% contingency on the construction management services in the above budget.

**RECOMMENDATION**

It is Staff's recommendation that Council move to authorize Mayor Anderson to enter into agreement with Reichhardt & Ebe Engineering, Inc. to provide construction engineering services for the Metcalf Sanitary Sewer Project in the amount of \$53,676.18.

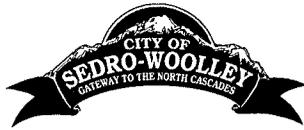
**MOTION:**

***Move to authorize Mayor Anderson to enter into agreement with Reichhardt & Ebe Engineering, Inc. to provide construction engineering services for the Metcalf Sanitary Sewer Project in the amount of \$53,676.18.***

Respectfully submitted,

---

Mark A. Freiburger, PE  
Director of Public Works/City Engineer



**ON-CALL PROFESSIONAL SERVICES AGREEMENT No. 2008-PS-05.**  
*(To be used for engineering, professional, and consultant services)*

This Agreement made and entered into this 15th day of May, 2008, 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 Reichhardt & Ebe Engineering, Inc. whose address is 813 Metcalf, Sedro-Woolley, 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 **construction administration and inspection for the Metcalf Street Sanitary Sewer Improvement Project as defined in Exhibit A attached hereto** that are requested by the City of Sedro-Woolley.

**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. Compensation and Schedule of Payments.**

City shall pay the Contractor its hourly rates pursuant to the schedule set forth on **Exhibit B, "Manhour Estimate."**

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.

Cost not to exceed **\$53,673.18** without prior approval of the Director of Public Works/City Engineer.

**4. 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, 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 that the Contractor shall have no liability for the use of the Contractor's work product outside of the scope of its intended purpose.

**5. 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 either party.

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.

**6. 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.

**7. City Business and Occupation License.**

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

**8. 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.

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.

**9. 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.

**10. 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.

**11. Scope of Agreement.**

This Agreement incorporates all the agreements, covenants, and understanding between the parties hereto which 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.

**12. Ratification.**

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

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

**14. 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.

**15. 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.

**16. 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.

**17. MRSC Roster Registration.** The Contractor shall register or maintain registration on the MRSC Consultant Roster.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF SEDRO-WOOLLEY  
A Washington municipal corporation

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

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

CONTRACTOR:

Reichhardt & Ebe Engineering, Inc.

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

**Reichhardt & Ebe Engineering, Inc.**  
Consulting Engineers

813 Metcalf Street  
Sedro-Woolley, WA 98284

Phone 360-855-1713  
Fax 360-855-1164

May 2, 2008

City of Sedro-Woolley  
325 Metcalf Street  
Sedro-Woolley, Washington, 98284

Attn: Mr. Mark Freiberger, City Engineer-Director of Public Works

Re: Construction Services  
Letter of Agreement, Metcalf Street Sanitary Sewer Improvement Project

Dear Mr. Freiberger:

Thank you for the opportunity to provide the City of Sedro-Woolley this proposal for Construction Management services for the Metcalf Street Sanitary Sewer Improvement Project.

Attached are the following documents for your review:

Exhibit A, Scope of Work

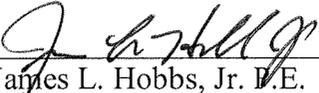
Exhibit B, Man Hour Estimate, \$53,676.18

If this proposal meets with your approval please sign and return one copy to us for our files.

Respectfully,

Reichhardt & Ebe Engineering, Inc.

City of Sedro-Woolley

  
James L. Hobbs, Jr. P.E.      5/2/08  
Date

\_\_\_\_\_  
Mark Freiberger, City Engineer      Date

## **EXHIBIT A**

### **SCOPE OF WORK REICHHARDT & EBE**

#### **CONSTRUCTION SERVICES FOR THE METCALF STREET SANITARY SEWER IMPROVEMENT PROJECT**

During the term of this Agreement, the engineering consultant (CONSULTANT) shall perform professional services for the City of Sedro-Woolley (CITY), including construction management in connection with the:

#### **Metcalf Street Sanitary Sewer Improvement Project**

This document shall be used to plan, conduct and complete the work on the PROJECT.

### **I. BACKGROUND**

The Metcalf Street Sanitary Sewer Improvement Project will utilize Horizontal Directional Drilling (HDD) with an In-Ream Head to up-size the existing 15-inch and 18-inch vitrified clay sanitary sewer to 24-inch diameter HDPE, SDR 17 sanitary sewer. The Contractor shall provide all materials, labor and disposal cost to complete the work as specified in the Contract Documents.

### **II. PROJECT DESCRIPTION**

The work to be performed by the CONSULTANT consists of providing construction administration for the Metcalf Street Sanitary Sewer Improvements Project. The work to be performed by the Consultant consists of attending bid opening, tabulation of bids, reviewing bidder qualifications, preparing recommendation to award, administration of pre-construction meeting, attending weekly progress meetings, submittal review, on-site observation, addressing public concerns and complaints, address changes in conditions, pay estimates preparation, cost tracking, schedule tracking, prepare project close-out documentation and the representation necessary to administer and manage the construction contract for the PROJECT to ensure that the work is constructed in accordance with the contract plans and specifications. Construction documentation will be prepared in accordance with the Washington Department of Transportation Local Agency Guidelines (LAG) Manual.

### **TASK 1.0 – PROJECT MANAGEMENT/ADMINISTRATION**

#### **1. SPECIFIC ACTIVITIES**

- ◆ Develop PROJECT documentation system and tracking systems for submittals, RFI's, change orders, correspondence and PROJECT contacts.

- ◆ Participate in coordination meetings with the Contractor, the CITY, and consultants. Meetings will be scheduled in advance and shall occur on an as needed basis.
- ◆ Coordinate and track Contractor transmittal of submittals, Requests for Information and report status at coordination meetings. Additional written comments to Contractor submittals and RFI's may be necessary to state the appropriate course of action to be taken.
- ◆ Prepare and maintain supporting documentation for Consultant invoices.
- ◆ Coordination of CONSULTANT PROJECT staff.
- ◆ Documentation of expenditures on each Task, showing the hours worked by PROJECT personnel and other direct expenses related to the Tasks.

PROJECT Management/Progress Meetings -This Task will include meetings or conference calls between the CITY and the CONSULTANT to discuss PROJECT management issues, including satisfaction of the CITY, budget, schedule, project direction, coordination, and changes.

## **2. PRODUCTS**

- ◆ PROJECT documentation data.
- ◆ Meeting agenda and minutes of coordination meetings.
- ◆ Database reports of outstanding submittals, RFI's, and change orders for distribution at PROJECT meetings for discussion.
- ◆ Monthly Invoices

## **TASK 2.0 – CONSTRUCTION MANAGEMENT/INSPECTION**

### **1. SPECIFIC ACTIVITIES**

- ◆ Act as daily point of contact with the Contractor and monitor progress and quality of work on a daily basis. On-site inspection is estimated at five hours per day for the duration of the project.
- ◆ Assemble all documentation required to issue changes to the contract. Prepare cost estimates, justification for change, prepare letters to Contractor issuing proposed change orders and requesting cost proposals, lead change order negotiations with the Contractor, prepare negotiation notes, prepare draft NTP letters and letters confirming negotiated prices. Prepare amendment to Contractor's contract for transmittal to the CITY.
- ◆ Prepare progress estimates for payment to Contractor
- ◆ Prepare and respond to all PROJECT correspondence with the Contractor and City.
- ◆ Resolve day-to-day PROJECT issues, as well as design and contract issues with the Engineer, Contractor and CITY.
- ◆ Assist in Claim Evaluation.
- ◆ Monitor PROJECT costs (actual versus budget)
- ◆ Review Contractor's baseline schedules. Maintain schedule updates and review and monitor Contractor's CPM schedule. Provide and maintain as-built schedules and record calendar days during contract work.
- ◆ Document compliance for all Agency contract requirements

- ◆ Coordination and communication with Agency

## 2. PRODUCTS

- ◆ Written documentation pertaining to PROJECT issues
- ◆ Draft Notice to Proceed
- ◆ Change Order Proposals
- ◆ Schedule updates
- ◆ Monthly progress payment requests

## TASK 3.0 – INSPECTION SERVICES

### 1. SPECIFIC ACTIVITIES

- ◆ Inspect work methods and products; verify compliance with PROJECT contract plans and specifications.
- ◆ Inspect materials; verify compliance with PROJECT contract plans and specifications.
- ◆ Inspect equipment; verify compliance with approved submittals and PROJECT contract plans and specifications.
- ◆ Monitor schedule process.
- ◆ Point of contact for quality control testing services.
- ◆ Review required wage rates and conduct employee wage interviews.
- ◆ Prepare inspection correspondence, records and reports.
- ◆ Develop punch lists.

### 2. PRODUCTS

- ◆ Daily inspection report on quality compliance.
- ◆ Punch lists

## TASK 4.0 – PROJECT CLOSEOUT

### 1. SPECIFIC ACTIVITIES

- ◆ Conduct final inspection with the CITY and Contractor to establish final punch list.
- ◆ Monitor and verify completion of punch list items and issue substantial completion to Contractor.
- ◆ Conduct field survey for as-built mapping
- ◆ Prepare Certified As-Built Maps
- ◆ Verify submittal of specified warranties and coordinate warranty issues.
- ◆ Transmit recommendation of final completion letter to the CITY.

### 2. PRODUCTS

- ◆ Certified As-Built maps
- ◆ Issuance of Letter of Substantial Completion with final punch list.
- ◆ Issuance of Final Completion letter to the CITY.

**Exhibit B**  
**MANHOUR ESTIMATE**

Date: May 1, 2008

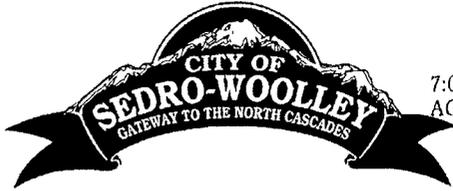
| Item   | Description                                | Prime Consultant |                   |                   |                    |                   |                   | Sub Consultant<br>Mill Creek<br>Management |
|--|--|------------------|-------------------|-------------------|--------------------|-------------------|-------------------|--|
|  |  | Principal        | Project Manager   | Project Engineer  | Field Inspector    | Administrative    | CADD              |  |
| <b>1.0 Construction Contract Administration and Inspection</b> |  |                  |                   |                   |                    |                   |                   |  |
| 1.1  | Bid Opening                                | 0                | 1                 | 1                 | 0                  | 0                 | 0                 |  |
| 1.2  | Bid Tabulation                             | 0                | 1                 | 2                 | 0                  | 2                 | 0                 |  |
| 1.3  | Recommendation to Award                    | 0                | 1                 | 2                 | 0                  | 2                 | 0                 |  |
| 1.4  | Preconstruction Meeting                    | 0                | 2                 | 1                 | 1                  | 0                 | 0                 |  |
| 1.5  | Review Submittals                          | 0                | 2                 | 10                | 4                  | 10                | 0                 |  |
| 1.6  | Weekly construction meetings               | 0                | 6                 | 12                | 6                  | 12                | 0                 |  |
| 1.7  | Inspection                                 | 0                | 8                 | 12                | 150                | 18                | 0                 | \$16,800.00                                |
| 1.8  | Response to public concerns and complaints | 0                | 12                | 12                | 12                 | 0                 | 0                 |  |
| 1.9  | Preparation of Pay Estimates               | 0                | 9                 | 16                | 10                 | 24                | 0                 |  |
| 1.10   | Claims Assistance                          | 0                | 10                | 12                | 6                  | 10                | 6                 |  |
| 1.11   | Project Close-out                          | 0                | 15                | 28                | 12                 | 24                | 4                 |  |
| 1.12   | As-built Drawings                          | 0                | 2                 | 4                 | 2                  | 1                 | 8                 |  |
|  | <b>SUBTOTAL</b>                            | <b>0</b>         | <b>69</b>         | <b>112</b>        | <b>203</b>         | <b>103</b>        | <b>18</b>         |  |
|  | Billing Rates                              | \$123.11         | \$100.47          | \$77.83           | \$77.83            | \$41.04           | \$66.51           |  |
|  | <b>TOTAL</b>                               | <b>\$0.00</b>    | <b>\$6,932.43</b> | <b>\$8,716.96</b> | <b>\$15,799.49</b> | <b>\$4,227.12</b> | <b>\$1,197.18</b> | <b>\$16,800.00</b>                         |

|              |                    |
|--------------|--------------------|
| <b>TOTAL</b> | <b>\$53,673.18</b> |
|--------------|--------------------|

CITY COUNCIL AGENDA  
REGULAR MEETING

MAY 14 2008

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) 855-0771  
Fax (360) 855-0733

Mark A. Freiberger, PE  
Director of Public Works/City Engineer

---

MEMO TO: Eron Berg, City Supervisor  
Patsy Nelson, CPA, City Finance Director

FROM: Mark A. Freiberger, PE

SUBJECT: **Contract for Mayor Anderson's signature**

RE: Professional Services Agreement 2008-PS-04  
Reichhardt & Ebe Engineering, Inc.

DATE: May 7, 2008

Eron,

Attached are two originals of the above Professional Services Agreement with Reichhardt & Ebe for your signature. This is the standard format PS Agreement.

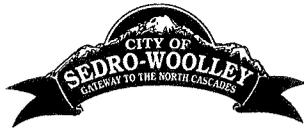
Council authorized this agreement at the March 26, 2008 council session. Originally I thought to simply use R&E's letter agreement and signed this and returned it to them. In reviewing the file however, I notice that the council motion was for Mayor Anderson to sign the agreement. Thus I have prepared our standard PS agreement for his signature and attached R&E's agreement as an Attachment.

Mayor Anderson was in my office earlier this afternoon and signed it. It now requires your signature. Once signed, please forward to Patsy for distribution.

Patsy, please return one original to R&E, and keep the other for your file. Please send us a copy at Public Works.

Thanks,

Mark



**ON-CALL PROFESSIONAL SERVICES AGREEMENT No. 2008-PS-04.**  
(To be used for engineering, professional, and consultant services)

This Agreement made and entered into this 7th day of May, 2008, 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 Reichhardt & Ebe Engineering, Inc. whose address is 813 Metcalf, Sedro-Woolley, 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 **construction administration and inspection for the McGarigle CIPP Sewer Project as defined in Exhibit A attached hereto** that are requested by the City of Sedro-Woolley.

**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. Compensation and Schedule of Payments.**

City shall pay the Contractor its hourly rates pursuant to the schedule set forth on **Exhibit B, "Manhour Estimate."**

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.

Cost not to exceed **\$47,501.88** without prior approval of the Director of Public Works/City Engineer.

**4. 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, 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 that the Contractor shall have no liability for the use of the Contractor's work product outside of the scope of its intended purpose.

**5. 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 either party.

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.

**6. 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.

**7. City Business and Occupation License.**

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

**8. 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.

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.

**9. 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.

**10. 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.

**11. Scope of Agreement.**

This Agreement incorporates all the agreements, covenants, and understanding between the parties hereto which 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.

**12. Ratification.**

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

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

**14. 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.

**15. 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.

**16. 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.

**17. MRSC Roster Registration.** The Contractor shall register or maintain registration on the MRSC Consultant Roster.

DATED this 7<sup>th</sup> day of May, 2008

CITY OF SEDRO-WOOLLEY  
A Washington municipal corporation

By: [Signature]  
Mayor

Attest:

[Signature]  
City Clerk

Approved as to Form:

[Signature]  
City Attorney

CONTRACTOR:

Reichhardt & Ebe Engineering, Inc.

By: [Signature]

COPY

Reichhardt & Ebe Engineering, Inc.  
Consulting Engineers

813 Metcalf Street  
Sedro-Woolley, WA 98284

Phone 360-855-1713  
Fax 360-855-1164

March 17, 2008

City of Sedro-Woolley  
220 Metcalf Street  
Sedro-Woolley, Washington, 98284

Attn: Mr. Mark Freiberger, City Engineer-Director of Public Works

Re: Construction Services  
Letter of Agreement, McGarigle CIPP Sewer Project

Dear Mr. Freiberger:

Thank you for the opportunity to provide the City of Sedro-Woolley this proposal for Construction Management services for the McGarigle CIPP Sewer Project.

Attached are the following documents for your review:

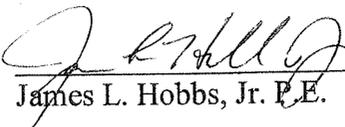
- Exhibit A, Scope of Work
- Exhibit B, Man Hour Estimate, \$47,501.88

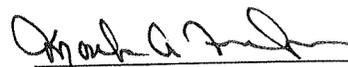
If this proposal meets with your approval please sign and return one copy to us for our files.

Respectfully,

Reichhardt & Ebe Engineering, Inc.

City of Sedro-Woolley

 3/17/08  
James L. Hobbs, Jr. P.E. Date

 3/28/08  
Mark Freiberger, City Engineer Date

## EXHIBIT A

### SCOPE OF WORK REICHHARDT & EBE

#### CONSTRUCTION SERVICES FOR THE MCGARIGLE CIPP SEWER PROJECT

During the term of this Agreement, the engineering consultant (CONSULTANT) shall perform professional services for the City of Sedro-Woolley (CITY), including construction management in connection with the:

#### McGarigle CIPP Sewer Project

This document shall be used to plan, conduct and complete the work on the PROJECT.

#### I. BACKGROUND

The McGarigle CIPP Sewer Project will line specific sections of existing sanitary sewer pipe using cured-in-place pipe (CIPP) technology. The Contractor shall provide all materials, labor and disposal cost to:

- Inspect, clean and remove debris from the existing piping as needed to support CIPP installation
- Recommend the CIPP wall thickness, cure-method and other parameters that may be varied to match site-specific conditions
- Install and cure CIPP in accordance with typical industry standards
- Cut-out openings to existing lateral services lines
- Rehabilitate existing side sewers and install clean-outs
- Rehabilitate existing manholes
- Provide a data package, which includes results of inspection, copies of any video inspection tapes, and a summary of applied CIPP areas.

#### II. PROJECT DESCRIPTION

The work to be performed by the CONSULTANT consists of providing construction administration for the McGarigle CIPP Sewer Project. The work to be performed by the Consultant consists of submittal review, on-site observation, pay estimates preparation, cost tracking, schedule tracking, and the representation necessary to administer and manage the construction contract for the PROJECT to ensure that the work is constructed in accordance with the contract plans and specifications. Construction documentation will be prepared in accordance with the Washington Department of Transportation Local Agency Guidelines (LAG) Manual.

## **TASK 1.0 – PROJECT MANAGEMENT/ADMINISTRATION**

### **1. SPECIFIC ACTIVITIES**

- ◆ Develop PROJECT documentation system and tracking systems for submittals, RFI's, change orders, correspondence and PROJECT contacts.
- ◆ Participate in coordination meetings with the Contractor, the CITY, and consultants. Meetings will be scheduled in advance and shall occur on an as needed basis.
- ◆ Coordinate and track Contractor transmittal of submittals, Requests for Information and report status at coordination meetings. Additional written comments to Contractor submittals and RFI's may be necessary to state the appropriate course of action to be taken.
- ◆ Review monthly progress payments submitted by Contractor and transmit to the CITY for payment.
- ◆ Prepare and maintain supporting documentation for the invoices.
- ◆ Coordination of CONSULTANT PROJECT staff.
- ◆ Documentation of expenditures on each Task, showing the hours worked by PROJECT personnel and other direct expenses related to the Tasks.

PROJECT Management/Progress Meetings -This Task will include meetings or conference calls between the CITY and the CONSULTANT to discuss PROJECT management issues, including satisfaction of the CITY, budget, schedule, project direction, coordination, and changes.

### **2. PRODUCTS**

- ◆ PROJECT documentation data.
- ◆ Meeting agenda and minutes of coordination meetings.
- ◆ Database reports of outstanding submittals, RFI's, and change orders for distribution at PROJECT meetings for discussion.

## **TASK 2.0 – CONSTRUCTION MANAGEMENT/INSPECTION**

### **1. SPECIFIC ACTIVITIES**

- ◆ Act as daily point of contact with the Contractor and monitor progress and quality of work on a daily basis.
- ◆ Assemble all documentation required to issue changes to the contract. Prepare cost estimates, justification for change, prepare letters to Contractor issuing proposed change orders and requesting cost proposals, lead change order negotiations with the Contractor, prepare negotiation notes, prepare NTP letters and letters confirming negotiated prices. Prepare amendment to Contractor's contract for transmittal to the CITY.
- ◆ Prepare progress estimates for payment to Contractor
- ◆ Review specifications and drawing requirements. Maintain an up-to-date PROJECT manual.
- ◆ Prepare and respond to all PROJECT correspondence with the Contractor and City.

- ◆ Resolve day-to-day PROJECT issues, as well as design and contract issues with the Engineer, Contractor and CITY.
- ◆ Assist in Claim Evaluation.
- ◆ Monitor PROJECT costs (actual versus budget)
- ◆ Review Contractor's baseline schedules. Maintain schedule updates and review and monitor Contractor's CPM schedule. Provide and maintain as-built schedules and record calendar days during contract work.
- ◆ Document compliance for all Agency contract requirements
- ◆ Coordination and communication with Agency

## 2. PRODUCTS

- ◆ Written documentation pertaining to PROJECT issues
- ◆ Schedule updates
- ◆ Monthly progress payment requests

## TASK 3.0 – INSPECTION SERVICES

### 1. SPECIFIC ACTIVITIES

- ◆ Inspect work methods and products; verify compliance with PROJECT contract plans and specifications.
- ◆ Inspect materials; verify compliance with PROJECT contract plans and specifications.
- ◆ Inspect equipment; verify compliance with approved submittals and PROJECT contract plans and specifications.
- ◆ Monitor schedule process.
- ◆ Point of contact for quality control testing services.
- ◆ Review required wage rates and conduct employee wage interviews.
- ◆ Prepare inspection correspondence, records and reports.
- ◆ Develop punch lists.

### 2. PRODUCTS

- ◆ Daily inspection report on quality compliance.
- ◆ Punch lists

## TASK 4.0 – PROJECT CLOSEOUT

### 1. SPECIFIC ACTIVITIES

- ◆ Conduct final inspection with the CITY and Contractor to establish final punch list.
- ◆ Monitor and verify completion of punch list items and issue substantial completion to Contractor.
- ◆ Verify submittal of specified warranties and coordinate warranty issues.
- ◆ Transmit recommendation of final completion letter to the CITY.

### 2. PRODUCTS

- ◆ Issuance of Letter of Substantial Completion with final punch list.
- ◆ Issuance of Final Completion letter to the CITY.

MANHOOR ESTIMATE

Date: March 17, 2008

| Item   | Description                                | Prime Consultant |                   |                   |                    |                   |                 |
|--|--|------------------|-------------------|-------------------|--------------------|-------------------|-----------------|
|  |  | Principal        | Project Manager   | Project Engineer  | Field Inspector    | Administrative    | CADD            |
| <b>1.0 Construction Contract Administration and Inspection</b> |  |                  |                   |                   |                    |                   |                 |
| 1.1  | Preconstruction Meeting                    | 0                | 2                 | 2                 | 3                  | 0                 | 0               |
| 1.2  | Review Submittals                          | 0                | 4                 | 8                 | 0                  | 4                 | 0               |
| 1.3  | Weekly construction meetings               | 0                | 10                | 4                 | 8                  | 12                | 0               |
| 1.4  | Inspection                                 | 0                | 10                | 20                | 364                | 0                 | 0               |
| 1.5  | Response to public concerns and complaints | 0                | 6                 | 8                 | 8                  | 0                 | 0               |
| 1.6  | Preparation of Pay Estimates               | 0                | 18                | 36                | 10                 | 20                | 0               |
| 1.7  | Project Close-out                          | 0                | 15                | 28                | 12                 | 16                | 4               |
|  | <b>SUBTOTAL</b>                            | <b>0</b>         | <b>65</b>         | <b>106</b>        | <b>405</b>         | <b>52</b>         | <b>4</b>        |
|  | Billing Rates                              | \$123.11         | \$100.47          | \$66.51           | \$77.83            | \$41.04           | \$66.51         |
|  | <b>TOTAL</b>                               | <b>\$0.00</b>    | <b>\$6,530.55</b> | <b>\$7,050.06</b> | <b>\$31,521.15</b> | <b>\$2,134.08</b> | <b>\$266.04</b> |

|              |                    |
|--------------|--------------------|
| <b>TOTAL</b> | <b>\$47,501.88</b> |
|--------------|--------------------|

**Agency cost Break Down**

|                              |                    |
|------------------------------|--------------------|
| <b>City of Sedro-Woolley</b> | <b>\$29,451.17</b> |
| <b>Washington State</b>      | <b>\$18,050.71</b> |



**Washington State  
Department of Transportation**  
**Paula J. Hammond, P.E.**  
Secretary of Transportation

Northwest Region / Mount Baker Area  
Skagit, Island, San Juan & Whatcom Counties  
1043 Goldenrod Road, Suite 101  
Burlington, WA 98233-3415  
360-757-5999  
TTY: 1-800-833-6388  
www.wsdot.wa.gov

April 15, 2008

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

**CITY COUNCIL AGENDA  
REGULAR MEETING**

MAY 14 2008

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

RE: Letter of Understanding No. 127  
SR 20/Sedro-Woolley Roundabouts

Dear Mr. Freiberger:

Discussions between Washington State Department of Transportation (WSDOT) and The City of Sedro-Woolley (CITY) have resulted in the following Letter of Understanding (LOU).

It is agreed by all parties that the following conditions, obligations, and requirements shall apply, and that each party shall be bound by the following:

Project Description

The City of Sedro-Woolley is planning on constructing two new roundabouts to increase safety and traffic mobility. This project will be located on SR 20 from MP 64.81 to MP 66.14. This project will start during the summer of 2008 and will be a city and federally funded project. A Certification Acceptance agency is required to administer all federal-aid funds. WSDOT has agreed to act as the Certification Acceptance agency for this project.

Stage 1 will consist of constructing a new roundabout at the intersection of SR 20 and the planned North Access Rd. (approximately 950 feet to the east of the intersection of SR 20 and F & S Grade Rd.). This roundabout will consist of a four legged single lane roundabout.

Stage 2 will involve a realignment of the intersection of F&S Grade road with SR 20 or the construction of a roundabout at the intersection.

Stage 3 will consist of constructing a new roundabout at the intersection of SR 9/SR 20/ Cook Rd. This will convert two signalized intersections into one continuous roundabout. This is a solution to the Level of Service (LOS) shortcomings that are associated with these two intersections.

The CITY shall administer the associated project entirely in accordance with the Local Agency Guidelines (LAG), this LOU, and direction as provided by the WSDOT Certification Acceptance Manager (CA). Failure to comply with the LAG, this LOU or the direction of the CA may result in loss of Federal Funds.

WSDOT has designated the CA as shown below:

WA State Department of Transportation  
Marv Pulst, P.E., Engineering Services Manager  
1043 Goldenrod Road Suite 101  
Burlington, WA 98233-3415  
Phone: (360) 757-5960  
FAX: (360) 707-5051

All formal submittals outlined herein, either from WSDOT or the CITY, will be sent through the CA.

#### WSDOT Responsibilities

WSDOT will perform the duties associated with being the Certification Acceptance agency as defined in Chapter 13 of the LAG.

WSDOT will review invoices and authorize payment to the CITY's consultant and contractor.

WSDOT will conduct the final review and approval of Contract Plans, Specifications and Estimates (PS&E), Deviations, and Change Orders.

WSDOT will review and approve proposed advertisement for bids and bid packages.

WSDOT may designate a Construction Supervisor to monitor the CITY's construction management. Any WSDOT employees monitoring the CITY's work shall not relieve the CITY of its duty and responsibility to manage the project.

#### CITY Responsibilities

The CITY will obtain approval from the CA in the solicitation and selection of a Consulting Engineering firm for Preliminary Engineering, Right of Way and Construction Engineering services. In addition, the CITY will obtain approval from the CA for the Consulting Engineering Agreement prior to execution. (see LAG chapter 31).

The CITY's engineering consultant will prepare PS&E in accordance with the current State of Washington Standard Specifications for Road, Bridge and Municipal

Construction, and amendments thereto, and adopted design standards (see LAG chapter 44).

The CITY will submit all design deviations to the CA for further processing and approval. Deviations to design standards must be stamped by a Professional Engineer licensed in the State of Washington.

The CITY will be responsible for all required environmental documentation (SEPA and NEPA) and shall submit all required NEPA documentation to the CA for further processing and approval. (see LAG chapter 24). The CITY will obtain all required permits and approvals.

The CITY will contact the CA prior to any Right of Way (R/W) action. The CITY will follow current R/W procedures as described in the LAG (see LAG chapter 25). The CITY will advise the CA of all meetings preliminary to R/W acquisition. All acquisitions of R/W such as construction easements, donations, permits, etc. will be certified by the CITY and WSDOT.

The CITY will forward the proposed advertisement for bids to the CA for approval. Upon approval, the CITY may begin advertisement for bids (see LAG chapter 46). The CITY will keep the CA advised on any pre-award issues affecting the quality and timing of the contract. Any required addenda to the contract documents will be approved by the CA.

The CITY will notify the CA of the Bid Opening date and time. The CITY will transmit to the CA, the Engineer's Estimate and Bid Tabulations along with the complete Bid Packages of the apparent three (3) lowest bidders. Upon approval by the CA, the CITY may Award the Contract to the lowest responsive bidder (see LAG chapter 46).

Upon the CITY's execution of the contract for construction, the CITY will administer and inspect the project in accordance with the contract documents, WSDOT Standard Specifications for Road Bridge and Municipal Construction, the WSDOT Construction Manual, and all applicable State and Federal laws (see LAG chapter 52).

The CITY will document all changes to the contract by change order as defined in the current edition of the WSDOT Standard Specifications for Road, Bridge and Municipal Construction Section 1-04.4. The CITY Project Manager will initiate, negotiate, and document all change orders. Prior to obtaining the contractor signature, the CITY Project Manager will provide a copy of all change orders to the CA for review. All signed Change Orders will be sent to the CA for final approval.

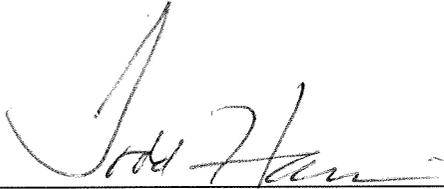
The CITY will request the CA to inspect the project prior to providing the final "punch list" to the Contractor (see LAG chapter 53).

The CITY will provide payment to WSDOT for their services in this project through a reimbursable account (JA account).

By signing the spaces provided below, the CITY and WSDOT acknowledge and agree to the terms and commitments outlined above recognizing that the proposed configuration has not been finalized.

Concurrence by:

Concurrence by:



\_\_\_\_\_  
Todd L. Harrison, P.E.  
Assistant Regional Administrator, WSDOT  
Mount Baker Area

Date 4/15/08

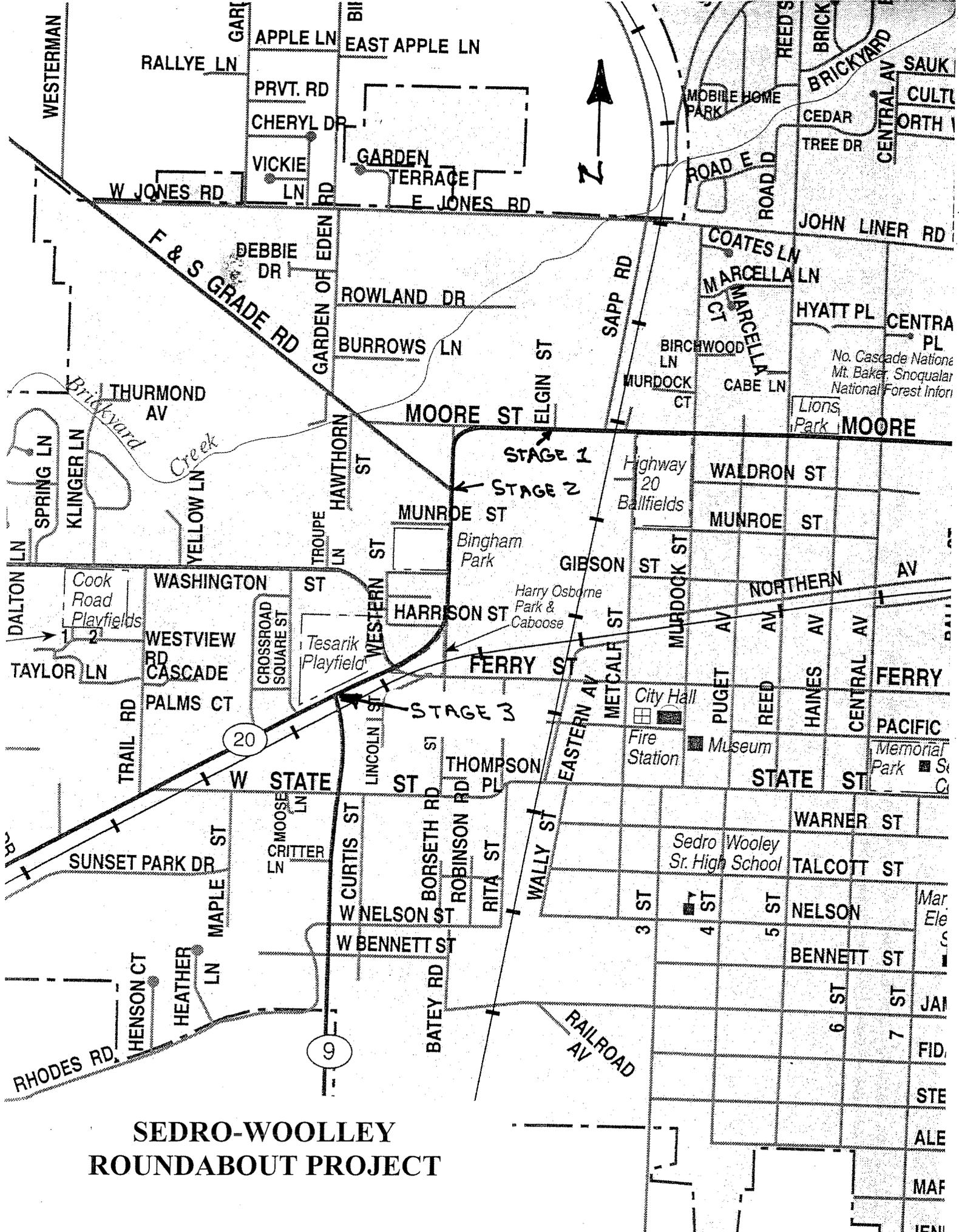
\_\_\_\_\_  
Mark Freiberger, P.E.  
Director of Public Works  
City of Sedro-Woolley

Date \_\_\_\_\_

MG: mg

Enclosure: Vicinity Map  
JA Account

cc: Harry Haslam / MS 121  
Ted Dempsey / MS 42  
Marv Pulst / MS 210  
File LOU No. 127



# SEDRO-WOOLLEY ROUNDBOUT PROJECT



**Washington State  
Department of Transportation**  
Paula J. Hammond, P.E.  
Secretary of Transportation

Northwest Region / Mount Baker Area  
Skagit, Island, San Juan & Whatcom Counties  
1043 Goldenrod Road, Suite 101  
Burlington, WA 98233-3415  
360-757-5999  
TTY: 1-800-833-6388  
www.wsdot.wa.gov

April 15, 2008

Mr. Mark Freiberger  
City of Sedro-Woolley  
720 Murdock Street  
Sedro-Woolley, WA 98284

Subject: **APPLICATION FOR JA ACCOUNT**

Dear Mr. Freiberger:

A charge account number, **JA 6429**, has been opened by this office to cover our actual indirect costs for work associated with your project.

|                      |   |
|----------------------|---|
| PROJECT TITLE:       | <b>Sedro-Woolley Roundabouts</b>                    |
| LOCATION:            | <b>SR 20, MP 64.18 to MP 66.14</b>                  |
| DESCRIPTION OF WORK: | <b>Duties as described in LOU No. 127</b>           |
| ESTIMATE COST:       | <b>\$15,000.00 (estimate only. Costs will vary)</b> |

By filling out and signing the application you agree to pay all Department costs related to your project. An invoice will be submitted to you each month with the charges that are incurred, including administrative cost, until the project is completed. Payment will be due within 30 days of receipt of each invoice. Interest of 1% per month may be charged on past due accounts.

|  |   |
|--|---|
| <u>City of Sedro-Woolley</u><br>Company Name                                 | <u>720 Murdock Street</u><br>Billing Address            |
| <u>Federal ID Number or SSN</u>  | <u>Suite or Office Number</u>                           |
| <u>Mark Freiberger</u><br>Authorized Representative ( Please Print or Type ) | <u>Sedro-Woolley, WA 98284</u><br>City, State, Zip code |
| <u>Director of Public Works</u><br>Title                                     | <u>(360) 855-0733</u><br>Phone Number                   |

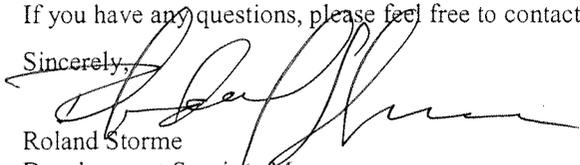
\_\_\_\_\_  
Signature

To avoid delays, please return this completed application as soon as possible, to the following address:

**Washington State Department of Transportation  
Mount Baker Area Development Services  
1043 Goldenrod Road, Suite 101  
Burlington, WA 98233-3415**

If you have any questions, please feel free to contact me at (360) 757-5961.

Sincerely,



Roland Storme  
Development Services Manager  
Northwest Region/Mount Baker Area

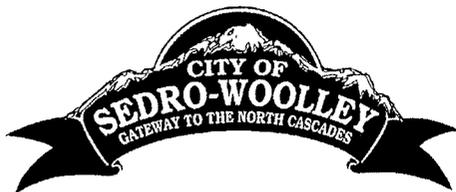
For Department Use Only

|  |                              |                        |
|--|------------------------------|------------------------|
| <u>Roland Storme / 412161</u><br>WSDOT Representative / Org Number | <u>JA 6429</u><br>Job Number | <u>0910</u><br>Work Op |
|--|------------------------------|------------------------|

CITY COUNCIL AGENDA  
REGULAR MEETING

MAY 14 2008

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



CITY OF SEDRO-WOOLLEY  
Sedro-Woolley Municipal Building  
325 Metcalf Street  
Sedro-Woolley, WA 98284  
Phone (360) 855-9922  
Fax (360) 855-9923

Eron M. Berg  
City Supervisor/City Attorney

---

MEMO TO: City Council  
FROM: Eron Berg  
RE: DHS grant money  
DATE: May 14, 2008

**CONSENT AGENDA**

ISSUE: Should the Council authorize the mayor to sign the agreement for the receipt of grant funds from Department of Homeland Security?

BACKGROUND: The City was awarded as a sub recipient of a federal grant, \$10,000 to spend on our emergency operations center and related emergency equipment. This money has been used to purchase the two plasma monitors in the EOC, two mobile data terminals and one projector.

RECOMMENDATION: *Motion to authorize the mayor to sign the attached Equipment Recipient Agreement.*

## Equipment Recipient Agreement

This Agreement is entered into by and between Skagit County Department of Emergency Management, herein after referred to as the "County" and City of Sedro-Woolley, hereinafter referred to as the "Agency." The purpose of this Agreement is to provide the Agency with equipment to be used IAW Homeland Security programs and guidance.

Funds for equipment provided to the Agency under this Agreement have been provided by the Department of Homeland Security, funding source agreement #E06-022, passed through by the following entities: Washington State Military Emergency Management, Snohomish County Department of Emergency Management and Skagit County Department of Emergency Management, for federal fiscal year 2005, CFDA No. 97.067-ODP.

- 1. Equipment Identification.** Subject to the terms and conditions of this Agreement, title to the following Equipment will vest with the Agency upon receipt and acceptance of the Equipment by the Agency, as detailed in Attachment A.
- 2. Use and Disposition of Equipment.** The Agency shall use the Equipment IAW Homeland Security programs as long as needed. When no longer needed for this purpose, the Equipment may be used in other activities currently or previously supported by a federal agency. When acquiring replacement equipment, the Agency may use the Equipment as a trade-in or sell the Equipment and use the proceeds to offset the cost of replacement equipment. The Agency is responsible for all training related to the proper use, care and maintenance of the Equipment.

Disposition. (OMB Circular A-102, Section 32 (5e). When original or replacement equipment acquired under a grant or sub-grant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, dispositions of the equipment will be made as follows:

- (a) Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.
- (b) Items of equipment with a current per-unit fair market value in excess of \$5,000 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.

- (c) In cases where a grantee or sub-grantee fails to take appropriate disposition actions, the awarding agency may direct the sub-grantee to take the required actions, as stated above.

- 3. Equipment Management Requirements.** The Agency shall maintain a property record of the Equipment that includes a description of the Equipment; the serial or other identification numbers; the acquisition date; the Equipment cost; the location, use and condition of the Equipment; and any ultimate disposition data including the date of disposal and sale price of the Equipment. The Agency shall conduct a physical inventory of Equipment and reconcile the results with the Equipment property record at least once every two (2) years. The Agency shall implement a control system to ensure adequate safeguards to prevent loss, damage or theft of the Equipment. The Agency shall investigate any loss, damage or theft of the Equipment. The Agency shall maintain the Equipment in good condition.
- 4. Equipment Warranty.** The Agency shall accept the Equipment "as is" with the understanding the County and the State of Washington disclaim all warranties for the Equipment. Should the Equipment not perform as specified by the Equipment vendor, the Agency shall be responsible for exercising the Equipment's warranty options according to the terms contained in the vendor's contract. If this Equipment is lost, stolen or deemed unusable it will not be replaced.
- 5. Evaluation and Monitoring.** The Agency shall cooperate with and freely participate in any monitoring or evaluation activities conducted by the County and/or the State of Washington. The Agency shall give reasonable access to the Agency's place of business and records to any other employee or agent of the County, the State of Washington, or the United States of America for the purpose of monitoring, auditing and evaluating the Agency's performance and compliance with applicable laws, regulations, rules and this Agreement.
- 6. Right to Recover Equipment.** Should the Agency violate the requirements listed in this Agreement, the County and the State of Washington reserve the rights to recover any Equipment transferred to the Agency through this Agreement.
- 7. Administrative Requirements.** The Agency shall comply with all requirements within OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments or OMB Circular A-122, Cost Principles for Non-Profit Organizations; OMB Circular A-102, Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments or OMB Circular A-110, Administrative Requirements for Non-Profit Organizations; and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as are applicable.
- 8. Single Audit Reporting.** Non-federal entities receiving financial assistance of \$500,000 or more in federal funds from all sources, direct and indirect are required to have a single or a program-specific audit conducted in accordance with the Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Circular A-133 is available on the OMB Home Page at <http://www.omb.gov>. If this is applicable, the Agency has the responsibility of notifying the State Auditor's Office and requesting an audit. Non-federal entities that spend less than \$500,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in OMB Circular A-133.

The Agency shall maintain records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records. The Agency shall include the above audit requirements in any subcontracts.

The Agency is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Agency must respond to County's requests for information or corrective action concerning audit issues within 30 days of the date of request. The County reserves the right to recover from the Agency all disallowed costs resulting from the audit.

Once the single audit has been completed, the Agency must send a full copy of the audit to the County and a letter stating there were no findings or if there were findings, the letter should provide a list of the findings.

9. Civil Rights. The Agency will comply with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39. shall comply with all federal and state nondiscrimination laws and regulations, including, but not limited to, Title VII of the Civil Rights Act, 42 USC 12101 et seq.; the Americans with Disabilities Act (ADA); and Chapter 49.60 RCW.

Save Harmless and Indemnification. The County and the State of Washington assume no responsibility for the use, care or maintenance of the Equipment. The Agency shall protect, defend, indemnify and save harmless the County and the State of Washington, and their officers, employees and agents arising from any and all cost, claims, judgments and/or awards of damages arising out of or in any way resulting from the negligent acts or omissions of the Agency, its officers, employees and/or agents through the use of the Equipment. The Agency agrees that its obligations under this section extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, the Agency, by mutual negotiation, hereby waives, as respects to the County and the State of Washington only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

In the event the County or the State of Washington incurs attorney fees and/or costs in the defense of claims, for damages within the scope of this section, such attorney fees and costs shall be recoverable from the Agency. In addition, the County and the State of Washington shall be entitled to recover from the Agency fees and costs incurred to enforce the provisions of this section. Claims shall include, but are not limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

Certification Regarding Debarment Suspension or Ineligibility. The Agency certifies by signing this Agreement that the Agency is not presently debarred, suspended, proposed

for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal department or agency. Further, the Agency agrees not to enter into any arrangements or contracts related to this grant with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" at <http://epls.arnet.gov/>.

**OMNIBUS CRIME CONTROL AND SAFE STREETS ACT OF 1968:** It will comply with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

**LOBBYING:** As required by Section 1352 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

Complete Agreement. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. The parties signing below warrant that they have read and understand this Agreement and have the authority to enter into this Agreement.

Agency Representatives:

The following persons or their successors represent the parties in matters involving this Agreement:

For the County:  
Mr. Robert B. McBane  
Skagit Co. DEM, HLS Program  
Coordinator  
2911 E. College Way Suite B  
Mount Vernon WA 98273  
Telephone: (360) 428-3250  
e-mail: mcbane@co.skagit.wa.us

For the Agency:  
Mr. Eron Berg  
City Supervisor/City Attorney  
City of Sedro-Woolley  
325 Metcalf Street  
Sedro-Woolley WA 98284  
Telephone: 360 855-9922  
E-mail: eberg@ci.sedro-  
woolley.wa.us

The above parties have executed this Agreement.

County:

Agency:

CITY OF SEDRO-WOOLLEY

\_\_\_\_\_  
Robert B. McBane, HLS Program Coordinator

\_\_\_\_\_  
Mike Anderson, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Patsy Nelson, Finance Director

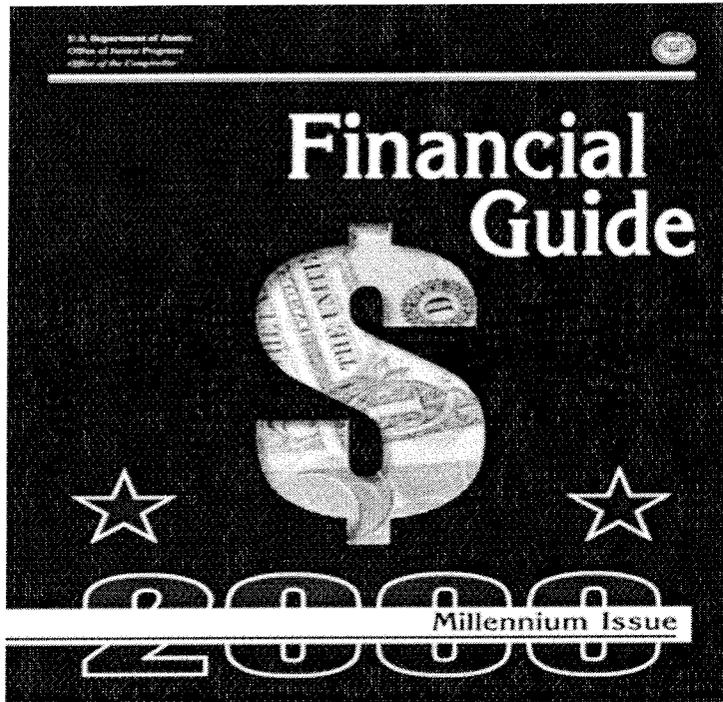
APPROVED AS TO FORM:

\_\_\_\_\_  
Eron Berg, City Attorney

Attachment A: Equipment distributed

Attachment B: Chapter 6, Property and Equipment, DOJ Financial Guide





## PART III -- POST AWARD REQUIREMENTS

- Chapter 1: Payments
- Chapter 2: Period of Availability of Funds
- Chapter 3: Matching or Cost Sharing
- Chapter 4: Program Income
- Chapter 5: Adjustments to Awards
- Chapter 6: Property and Equipment
- Chapter 7: Allowable Costs
- Chapter 8: Confidential Funds
- Chapter 9: Subawards
- Chapter 10: Procurements Under Awards of Federal Assistance
- Chapter 11: Reporting Requirements
- Chapter 12: Retention and Access Requirements for Records
- Chapter 13: Sanctions
- Chapter 14: Termination for Convenience
- Chapter 15: Costs Requiring Prior Approval
- Chapter 16: Unallowable Costs
- Chapter 17: Indirect Costs
- Chapter 18: Closeout
- Chapter 19: Audit Requirements

## Chapter 6: Property and Equipment

**Acquisition of Property and Equipment.** Recipients/subrecipients are required to be prudent in the acquisition and management of property with Federal funds. Expenditure of funds for the acquisition of new property, when suitable property required for the successful execution of projects is already available within the recipient or subrecipient organization, will be considered an unnecessary expenditure.

Note: Equipment purchased using funds made available under Federal grants shall be year 2000 compliant and shall be able to process all time/date data after December 31, 1999.

**Screening.** Careful screening should take place before acquiring property in order to ensure that it is needed with particular consideration given to whether equipment already in the possession of the recipient/subrecipient organization can meet identified needs. While there is no prescribed standard for such review, recipient/subrecipient procedures may establish levels of review dependent on factors such as the cost of the proposed equipment and the size of the recipient or subrecipient organization. The establishment of a screening committee may facilitate the process; however, a recipient or subrecipient may utilize other management techniques which it finds effective as a basis for determining that the property is needed and that it is not already available within the recipient's organization.

The awarding agency's program monitors must ensure that the screening referenced above takes place and that the recipient/subrecipient has an effective system for property management. Recipients/subrecipients are hereby informed that if the awarding agency is made aware that the recipient/subrecipient does not employ an adequate property management system, project costs associated with the acquisition of the property may be disallowed.

**Loss, Damage, or Theft of Equipment.** Recipients/subrecipients are responsible for replacing or repairing the property which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage, or theft of the property must be investigated and fully documented and made part of the official project records.

### **Real Property Acquired with Formula Funds.**

- 1. Land Acquisition.** Block/formula funds CANNOT be used for land acquisition.
- 2. Title.** Subject to the obligations and conditions set forth in the award, title to real property acquired under an award or subaward vests, upon acquisition, in the recipient or subrecipient.
- 3. Use of Real Property.** The recipient and its subrecipients may use real property acquired, in whole or in part, with Federal funds for the authorized purposes of the original grant or subaward as long as needed for that purpose. The subrecipients shall maintain an inventory report which identifies real property acquired, in whole or in part, with block or formula funds. The recipient or subrecipient shall not dispose of or encumber its title or other interests.
- 4. Disposition.** The subrecipient shall obtain approval for the use of the real property in other projects when the subrecipient determines that the real property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federally-sponsored projects or programs that have purposes consistent with those authorized for support

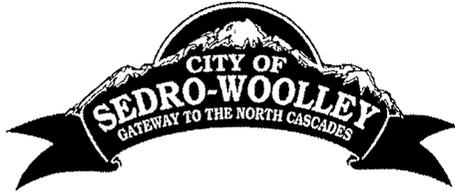
by the State. When the real property is no longer needed as provided above, the subrecipient shall request disposition instructions from the State. The State shall exercise one of the following:

a. Direct the real property to be transferred to another subrecipient or a criminal justice activity needing the property, provided that use of such real property is consistent with those objectives authorized for support by the State.

b. Return all real property furnished or purchased wholly with Federal funds to the control of the awarding agency. In the case of real property purchased in part with Federal funds, the subrecipient may be permitted to retain title upon compensating the awarding agency for its fair share of the property. The Federal share of the property shall be computed by applying the percentage of the Federal participation in the total cost of the project for which the property was acquired to the current fair market value of the property. In those instances where the subrecipient does not wish to purchase real property originally purchased in part with Federal funds, disposition instructions shall be obtained from the awarding agency.

**CITY COUNCIL AGENDA  
REGULAR MEETING**

**MAY 14 2008**



**CITY OF SEDRO-WOOLLEY**  
7:00 P.M. COUNCIL CHAMBERS Sedro-Woolley Municipal Building  
AGENDA NO. \_\_\_\_\_ 325 Metcalf Street

Sedro-Woolley, WA 98284  
Phone (360) 855-9922  
Fax (360) 855-9923

Eron M. Berg  
City Supervisor/City Attorney

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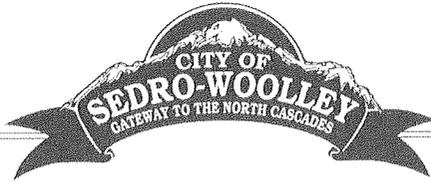
MEMO TO: City Council  
FROM: Eron Berg  
RE: Rotary rent credit for community center  
DATE: May 14, 2008

ISSUE: Should the Council accept the amphitheater project as an in-kind donation from the Sedro-Woolley Rotary for use of the Community Center?

DISCUSSION: In response to concerns from the Washington State Auditor, the City Council adopted amendments to SWMC 12.36.030 to establish rental rates, the community rate and in-kind credits for City buildings and parks.

The S-W Rotary is building an amphitheatre at Riverfront Park. The project manager, John Hunter, estimates that the value of the project is \$150,000.00. The request is for an in-kind credit against Community Center rent in the amount of \$150,000.00.

RECOMMENDATION: Motion to approve the in-kind donation in the amount of \$150,000 for use under SWMC 12.36.030.



SUBJECT: PUBLIC COMMENT

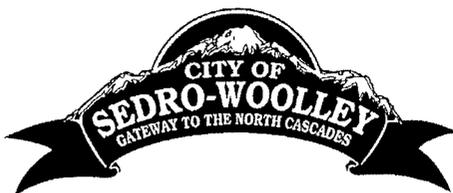
Name:  
Address:  
Narrative:

UNFINISHED  
BUSINESS

CITY COUNCIL AGENDA  
REGULAR MEETING

MAY 14 2008

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 6



CITY OF SEDRO-WOOLLEY  
Sedro-Woolley Municipal Building  
325 Metcalf Street  
Sedro-Woolley, WA 98284  
Phone (360) 855-9922  
Fax (360) 855-9923

Eron M. Berg  
City Supervisor/City Attorney

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MEMO TO: City Council  
FROM: Eron Berg  
RE: City Hall Update  
DATE: May 14, 2008

PROJECT STATUS: We are addressing a few small warranty issues at this time; also planning for the open house which is scheduled for May 28<sup>th</sup> at 4:00 P.M.

ISSUES: Should the council authorize the mayor to sign Change Order 5?

PENDING ISSUES:

1. Generators. Status unchanged.

MODIFICATION PROPOSAL REQUESTS:

**Preliminarily Approved Under Resolution/Pending Approval by Change Order:**

|   |      |  |             |
|---|------|--|-------------|
| 12-27-2007  | 17R  | Flagpole/lights/steps on Metcalf                           | \$ 2,165.14 |
| 11-15-2007  | 20R  | Addition of built-in desk/casework for offices             | \$12,364.23 |
| 12-27-2007  | 22   | Addition of cash drawers for clerks counters               | \$ 1,585.50 |
| 11-15-2007  | 23RR | Power pole relocation site work/electrical                 | \$19,284.84 |
| (also approved by Council on <b>November 14, 2007</b> ) |      |  |             |
| 12-27-2007  | 27R  | Metal siding at courtyard                                  | \$ 4,875.44 |
| (also approved by Council on <b>November 14, 2007</b> ) |      |  |             |
| 12-27-2007  | 31   | Added audio boxes at Bailiff area is approved.             | \$ 1,409.94 |
| 1-10-2008   | 32   | Added curbing on south side landscape areas is in process. | \$ 6,213.36 |
| 12-27-2007  | 34R  | Electric roll up door @ police reception.                  | \$ 2,034.29 |
| 12-27-2007  | 35   | A/V switch/controller in courtroom is approved.            | \$ 2,452.12 |

|           |    |   |             |
|-----------|----|---|-------------|
| 2-7-2008  | 37 | Light switch/outlet relocations/ plug mold<br>rm#117,123,136 per owner is in process. | \$ 1,076.94 |
| 2-7-2008  | 38 | Fill issues for PSE relocate<br>at room #139 is in process.                           | \$ 3,363.41 |
| 1-24-2008 | 40 | Additional building signage   | \$ 745.40   |
| 1-2008    | 41 | A/V changes   | no cost     |
| 2-21-2008 | 42 | Bailiff Box modifications   | \$ 651.95   |
| 2-21-2008 | 43 | Additional tile in lobby  | \$ 1,207.42 |
| 2-21-2008 | 44 | Delays resulting from MPR 23RR (31 days)  | no cost     |
| 3-10-2008 | 45 | Additional light fixtures + GFCI  | \$ 372.70   |
| 3-10-2008 | 46 | Door closer on elevator room  | \$ 200.24   |
| 3-10-2008 | 47 | Add ladder in elevator pit  | \$ 508.94   |
| 3-10-2008 | 49 | Add conduit & wiring for HVAC units   | \$ 3,156.45 |
| 3-10-2008 | 50 | Labor for oil & water separator lift  | \$ 266.79   |
| 4-8-2008  | 51 | Lock modifications in courtroom   | \$ 312.01   |
| 3-10-2008 | 52 | ADA handrail in alley   | \$ 3,013.82 |
| 3-10-2008 | 53 | Additional trim in room 112A  | \$ 509.54   |
| 3-26-2008 | 56 | Additional keypad (alarm)   | \$ 468.31   |
| 4-8-2008  | 57 | Additional wheelstops   | \$ 180.39   |
| 4-8-2008  | 58 | Additional labor for exist. police cabinets   | \$ 630.15   |
| 4-8-2008  | 59 | Additional receptacles  | \$ 523.56   |
| 4-8-2008  | 60 | Additional wiring for HVAC in elevator/server   | \$ 841.01   |
| 4-8-2008  | 64 | Picture frame in Council Chambers   | \$ 355.12   |
| 4-8-2008  | 65 | Additional landscaping (Klinger wall)   | \$ 739.05   |
| 4-8-2008  | 68 | Delay costs in asphalt  | \$ 1,286.42 |

**Under Council action on June 13, 2007:**

|           |     |                               |                   |
|-----------|-----|-------------------------------|-------------------|
| 6-13-2007 | n/a | Addition to Carletti contract | up to \$30,000.00 |
|-----------|-----|-------------------------------|-------------------|

**Under Council action on August 8, 2007 (CHANGE ORDER 1):**

|           |    |                    |             |
|-----------|----|--------------------|-------------|
| 5-29-2007 | 1R | Cascade Gas delays | \$ 9,270.37 |
|-----------|----|--------------------|-------------|

|           |   |  |             |
|-----------|---|--|-------------|
| 5-29-2007 | 2 | Costs related to electrical conflict under<br>the elevator | \$ 1,660.19 |
|-----------|---|--|-------------|

|           |   |   |           |
|-----------|---|---|-----------|
| 5-29-2007 | 3 | Re-routing conduit as a result of site conditions | \$ 615.79 |
|-----------|---|---|-----------|

|           |   |  |             |
|-----------|---|--|-------------|
| 6-28-2007 | 4 | Additional work required following response<br>to RFI 8 (AR's 8 & 12): additional beam | \$ 1,104.69 |
|-----------|---|--|-------------|

|           |    |  |             |
|-----------|----|--|-------------|
| 7-25-2007 | 5R | Authorization to revise floor plan<br>to redesign building, planning and engineering<br>(also approved by Council on <b>May 23, 2007</b> ) | \$18,968.51 |
|-----------|----|--|-------------|

|           |    |                              |             |
|-----------|----|------------------------------|-------------|
| 7-25-2007 | 6R | Addition of operable windows | \$10,597.78 |
|-----------|----|------------------------------|-------------|

|           |   |  |             |
|-----------|---|--|-------------|
| 8-23-2007 | 9 | Electrical revision following MPR 5R<br>(also approved by Council on <b>May 23, 2007</b> ) | \$ 2,532.34 |
|-----------|---|--|-------------|

**Under Council action on September 27, 2007 (CHANGE ORDER 2):**

|           |   |                       |             |
|-----------|---|-----------------------|-------------|
| 8-23-2007 | 7 | Electric door strikes | \$ 1,494.77 |
|-----------|---|-----------------------|-------------|

|           |   |                          |           |
|-----------|---|--------------------------|-----------|
| 8-23-2007 | 8 | Electric keypad entrance | \$ 841.01 |
|-----------|---|--------------------------|-----------|

|           |    |   |             |
|-----------|----|---|-------------|
| 9-12-2007 | 10 | Re-roofing existing structure<br>(also approved by Council on <b>September 12, 2007</b> ) | \$18,761.85 |
|-----------|----|---|-------------|

|           |     |                                     |             |
|-----------|-----|-------------------------------------|-------------|
| 9-19-2007 | 11R | Addition of wires/boxes to Room 202 | \$ 3,789.06 |
|-----------|-----|-------------------------------------|-------------|

|           |    |                                     |             |
|-----------|----|-------------------------------------|-------------|
| 8-23-2007 | 12 | Deletion of guard rail on staircase | (\$1173.74) |
|-----------|----|-------------------------------------|-------------|

|          |    |                           |           |
|----------|----|---------------------------|-----------|
| 8-8-2007 | 13 | Modification of tile trim | \$ 371.31 |
|----------|----|---------------------------|-----------|

**Under Council action on November 14, 2007 (CHANGE ORDER 3):**

|           |    |  |             |
|-----------|----|--|-------------|
| 9-19-2007 | 14 | Wiring for three flat panel monitors (EOC) | \$ 1,203.00 |
|-----------|----|--|-------------|

|          |     |                          |             |
|----------|-----|--------------------------|-------------|
| 10-2-207 | 15R | Munro/Murdock drain line | \$ 5,057.19 |
|----------|-----|--------------------------|-------------|

|            |      |   |             |
|------------|------|---|-------------|
| 11-1-2007  | 16RR | Prep. work for two decorative lights in sidewalk<br>on Metcalf  | \$ 3,703.69 |
| 9-26-2007  | 21   | Added cost for City engineer's plan revisions (04-07)<br>(also approved by Council on <b>September 26, 2007</b> ) | \$ 6,643.13 |
| 10-18-2007 | 24   | Additional telecom cabling in finance office  | \$ 460.40   |
| 11-1-2007  | 25R  | Conduit and switching gear for future generator   | \$ 4,579.76 |
| 11-1-2007  | 26   | Relocation of existing bullet proof glass to court clerk  | \$ 233.14   |

**Pending consideration of the City & pricing from Contractor:**

|           |    |  |             |
|-----------|----|--|-------------|
| n/a       | 39 | Door hardware/keying changes               | no charge   |
| 3-10-2008 | 48 | Additional concrete for sidewalk and alley | voided      |
| 3-10-2008 | 54 | Add dry contacts in elevator               | pending     |
| 3-24-2008 | 55 | Additional ducts in hall/bathrooms         | \$ 394.33   |
| 3-24-2008 | 61 | Add for electric door strike               | denied      |
| 3-24-2008 | 62 | Add for P-Lam in exist. fire/police hall   | \$ 2,128.22 |
| 3-24-2008 | 63 | Door release as per Wood                   | voided      |
| 3-24-2008 | 67 | Downspout revisions                        | denied      |

**REQUEST FOR ACTION:**

*Motion to authorize the mayor to sign change order 5 which increases the contract by \$22,542.46.*

# Change Order

Distribution to:

\_\_\_\_ Owner  
\_\_\_\_ Architect  
\_\_\_\_ Contractor  
\_\_\_\_ Field

Project: SEDRO WOOLLEY COUNCIL EXP  
(name and address) 220 MUNRO STREET  
SEDRO WOOLLEY, WA 98284

Change order number: 005

Initiation date: 05/08/08

Architect's project no:

To: Colacurcio Brothers, Inc.  
(contractor) 3287 H Street Road  
Blaine, WA 98230

Contract for: SEDRO WOOLLEY COUNCIL EXP

Contract date: 04/17/07

You are directed to make the following changes in this Contract:

- 1,076.94 MPR #037: LIGHT SWITCH/OUTLET RELOCATION & PLUG MOLD IN ROOMS, 117, 123, 136 PER OWNER REQUEST
- 3,363.41 MPR#038: HAUL OFF UNSUITABLE TRENCH BACKFILL AND IMPORT BACKFILL FOR ADDED ELECTRICAL TRENCH
- 745.40 MPR #040: ADDITIONAL SIGNAGE PER ARCHITECT
- 651.95 MPR #042: ADDITIONAL COST ASSOCIATED WITH CHANGES TO THE BAILIFF BOX
- 1,207.42 MPR #043: ADDITIONAL COST FOR TILE CHANGES IN THE LOBBY
- 0.00 MPR #044: ADD'L CONTRACT DAYS RESULTING FROM MPR #023RR
- 372.70 MPR #045: TWO ADDITIONAL LIGHT FIXTURES AND ON GFCI IN ELEVATOR PIT & MECH ROOM
- 200.24 MPR #046: DOOR CLOSER ON ELEVATOR MECHANICAL ROOM DOOR
- 508.94 MPR #047: ADD FOR A LADDER IN THE ELEVATOR PIT
- 3,156.45 MPR #049: ADD CONDUIT & WIRING BETWEEN DS1 AND DS2 OUTDOOR AND INDOOR UNITS
- 266.79 MPR #050: LABOR FOR OIL WATER SEPARTOR LID
- 312.01 MPR #051: DOOR HARDWARE CHANGES PER WOOD
- 3,013.82 MPR #052: ADD FOR ADA HANDRAIL IN ALLEY
- 509.54 MPR #053: ADD TRIM IN MAPS ROOM 112A
- 394.33 MPR #055.1: HALLWAY/BATHROOM DUCT REVISIONS
- 468.31 MPR #056: ADDITIONAL KEY PAD PER ERON - DOOR 065
- 180.39 MPR #057: ADDITIONAL WHEEL STOPS
- 630.15 MPR #058: ADDITIONAL TRIM & CABINET MODIFICATIONS
- 523.56 MPR #059: ADDITIONAL RECEPTABLE FOR WATER COOLER & CONTROLLER FOR PROJECTION SCREEN
- 841.01 MPR #060: ADD 208 VOLD WIRING TO CONDENSATE PUMP
- 2,128.22 MPR #062: HALLWAY P-LAM REVISIONS PER OWNER
- 355.12 MPR #064: PICTURE FRAME PER ERON
- 739.05 MPR #065: ADDITIONAL LANDSCAPING PER ERON
- 389.71 MPR #066: CREDIT FOR DAMAGED DRY ERASE BOARD
- 1,286.42 MPR #068: ADDITIONAL CHARGE FOR DELAYING ASPHALT

# Change Order

Distribution to: \_\_\_\_\_ Owner  
 \_\_\_\_\_ Architect  
 \_\_\_\_\_ Contractor  
 \_\_\_\_\_ Field

Project: SEDRO WOOLLEY COUNCIL EXP  
 (name and address) 220 MUNRO STREET  
 SEDRO WOOLLEY, WA 98284

Change order number: 005  
 Initiation date: 05/08/08  
 Architect's project no:

To: Colacurcio Brothers, Inc.  
 (contractor) 3287 H Street Road  
 Blaine, WA 98230

Contract for: SEDRO WOOLLEY COUNCIL EXP  
 Contract date: 04/17/07

USDA Rural Development

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Agnieszka Kiswa, State Architect

Contingency Allowance: \$ \_\_\_\_\_

Remaining Contingency Allowance: \$ \_\_\_\_\_

*Not valid until signed by the Owner, the Architect, and the Contractor.*

|  |          |                |
|--|----------|----------------|
| The original (Contract Sum) (Guaranteed Maximum Price) was   | ..... \$ | 2,894,000.00   |
| Net change by previously authorized Change Orders  | ..... \$ | 143,099.10     |
| The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was                                   | ..... \$ | 3,037,099.10   |
| The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order | ..... \$ | 22,542.46      |
| The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be                          | ..... \$ | 3,059,641.56   |
| The Contract Time will be (increased) (decreased) (unchanged) by ( 31 ) days                                   |          |                |
| The date of Substantial Completion as of the date of this change order therefore is                            |          | <u>3/18/08</u> |

Architect  
 By \_\_\_\_\_  
 Date \_\_\_\_\_

Contractor  
 Colacurcio Brothers, Inc.  
 3287 H Street Road  
 Blaine, WA 98230  
 By [Signature]  
 Date 5/8/08

Owner  
 CITY OF SEDRO WOOLLEY  
 325 METCALF STREET  
 SEDRO WOOLLEY, WA 98284  
 By \_\_\_\_\_  
 Date \_\_\_\_\_

# MODIFICATION PROPOSAL REQUEST

PROJECT **Sedro-Woolley Courtroom/Council Expansion**

TITLE OF CHANGE Light switch/outlet relocations/plug mold rooms #117,123, 136 per owner request

PROPOSAL NO. 037

REQUEST FOR MODIFICATION: Colacurcio Brothers Construction Company, Inc. Contractor, THE MAIN CONTRACT with City of Sedro-Woolley dated April 17, 2007 request the changes as outlined below and/or detailed on the attachments.

ISSUED BY: Levi Evans - Colacurcio Brothers, Inc.

DATE ISSUED: 2/6/08

Added cost to move (3) three receptacles, (2) switches, & (1) telecommunications

DISTRIBUTION via fax/e-mail (1) Colacurcio Brothers Construction (Manley McIntyre) (3) Carletti Architects (Quienten Sutter)

MODIFICATION PROPOSAL TO: **City of Sedro-Wolley**

We propose to perform all changes described in the above request for a total (ADDITION) (~~DEDUCTION~~) to the

Contract sum of: One thousand seventy-six dollars and ninety-four cents. \$ 1,076.94  
State Sales Tax (INCLUDED) (~~EXCLUDED~~)

The amount covers all direct and indirect costs related to the change including effects of the change on the remainder of the project. All other provisions of the contract remain in full effect. Attached are Cost Proposal Detail Sheets. We request and (~~REDUCTION~~) (leave blank if "0" days) of        calendar days in the completion time because of this change. We agree to be bound by this proposal for 30 days from signature date. We request and (~~EXTENSION~~)

SUBMITTED BY Levi Evans DATE 2/6/08  
(Contractor's Signature)

DISTRIBUTION (1) signed originals with attached cost breakdown to Quienten Sutter (Carletti Architects)

Returned to Contractor for revision/reevaluation. See comments above/attached

AUTHORIZATION TO: Carletti Architects (Quienten Sutter) recommends acceptance of the foregoing proposal.

RECOMMENDED BY [Signature] DATE 2/8/08

AUTHORIZED BY [Signature] DATE 2.7.08  
(Owner's signature)

As indicated above, the Owner accepts the foregoing proposal and authorizes performance of the changes specified. A Change Order (CO) will follow which includes the MPR amount. Billing cannot be honored for the MPR until issuance of the CO.

DISTRIBUTION After signature, (1) original retained by Owner, (1) original to Architect, (1) original to Contractor

| Project:                           |          | Sedro-Woolley Courthouse Expansion  |            | Modification Proposal Request |               | MPR 037        |            |
|------------------------------------|----------|---|------------|-------------------------------|---------------|----------------|------------|
| Description of Work:               |          | Light switch/outlet relocations/plug mold #117, 123, 136 per owner request. |            |                               |               | Job No. 207008 |            |
| Owner / Architect:                 |          | City of Sedro-Woolley - Carletti Architects                                 |            |                               |               | Date: 01/06/08 |            |
| Material Description               | Quantity | Unit  | Unit Price | Amount                        | Straight Time |                | Amount     |
|                                    |          |   |            |                               | Hrs           | Rate           |            |
| Material Description               | Quantity | Unit  | Unit Price | Amount                        | Overtime      |                | Amount     |
|                                    |          |   |            |                               | Hrs           | Rate           |            |
| Use additional sheet if necessary  |          |   |            | 51.50                         |               |                | 51.50      |
| Use additional sheet if necessary  |          |   |            | 7.73                          |               |                | 7.73       |
| Use additional sheet if necessary  |          |   |            | 59.23                         |               |                | 59.23      |
| Material Subtotal Mark-Up at 15%   |          |   |            |                               |               |                |            |
| Material Total                     |          |   |            |                               |               |                |            |
| Subcontractors                     |          |   |            |                               |               |                |            |
| Description                        | Quantity | Unit  | Unit Price | Amount                        | Oper. Cost    | Equip. Rate    | Total Rate |
|                                    |          |   |            |                               |               |                |            |
| Scott Electric                     | 1.00     | LS  | 899.39     | 899.39                        | 9.67          | 35.00          | 44.67      |
|                                    |          |   |            |                               | 6.25          | 17.50          | 17.50      |
|                                    |          |   |            |                               | 4.95          | 29.00          | 35.25      |
|                                    |          |   |            |                               | 6.95          | 14.50          | 14.50      |
|                                    |          |   |            |                               |               | 5.10           | 10.05      |
|                                    |          |   |            |                               |               | 32.00          | 38.95      |
| Subcontract Subtotal Mark-Up at 8% |          |   |            |                               |               |                |            |
| Subcontract Total                  |          |   |            |                               |               |                |            |
| Summary                            |          |   |            |                               |               |                |            |
| Labor - Total                      |          |   |            | 59.23                         |               |                |            |
| Equipment - Total                  |          |   |            |                               |               |                | 59.23      |
| Material - Total                   |          |   |            |                               |               |                |            |
| Subcontract - Total                |          |   |            |                               |               |                | 971.34     |
| Bonds & Insurance 4.5%             |          |   |            |                               |               |                | 1,030.57   |
| Total Cost This Change             |          |   |            |                               |               |                | 1,076.94   |

**Sedro Woolley Courthouse/Council Expansion**

Move (3) receptacles, (2) switches, & (1) Telecommunications **ELE-17**

**1. Direct Labor Costs**

| <u>Trade</u>                          | <u>Wage Rate</u> | <u>Proposed Hours</u> | <u>Costs</u>         |
|---------------------------------------|------------------|-----------------------|----------------------|
| Journeyman                            | \$44.32          | 15                    | \$ 664.80            |
| Engineering for as-builts             | \$44.32          | 1                     | \$44.32              |
| <b>Total Labor Costs</b>              |                  |                       | <b>\$ 709.12</b>     |
| <b>Overhead &amp; Profit on Labor</b> |                  |                       | <b>15% \$ 106.37</b> |

**2. Direct Material Costs**

| <u>Description</u>                       | <u>Quantity</u> | <u>Units</u> | <u>Unit Cost</u> | <u>Cost</u>         |
|--|-----------------|--------------|------------------|---------------------|
| 1/2" Emt                                 | 30-ft.          |              | \$ 6.30          | \$ 6.30             |
| 1/2" Emt fittings & strn lot             |                 |              | \$ -             | \$ 15.03            |
| 1/2" flex & fittings lot                 |                 |              | \$ -             | \$ 8.20             |
| #12 thhn cu wire                         | 1               |              | \$ 121.00        | \$ 14.52            |
| 4 Sq. deep box                           | 1               |              | \$1.31           | \$1.31              |
| Cutin box/battleships                    | 6               |              | \$4.10           | \$24.60             |
| Blank covers                             | 5               |              | \$1.66           | \$1.66              |
| Wirenuts, fork terminal lot              |                 |              |                  | 1.32                |
| <b>Total Material Cost</b>               |                 |              |                  | <b>\$ 72.96</b>     |
| <b>Overhead &amp; Profit on Material</b> |                 |              |                  | <b>15% \$ 10.94</b> |

**4. Prime Subcontractors Proposals**

| <u>Name</u> | <u>Cost</u> |
|-------------|-------------|
|             | \$ -        |
|             | \$ -        |
|             | \$ -        |

|  |                         |
|--|-------------------------|
| <b>Total Cost of Subcontractors</b>                      | \$ -                    |
| <b>5. Subtotal</b>                                       | <b>\$ 899.39</b>        |
| <b>6. Overhead &amp; Profit by the Prime Contractor</b>  | <b>10% \$ -</b>         |
| <b>7. Additional Cost for Bond &amp; Insurance</b>       | <b>5.00% \$ -</b>       |
| <b>Total cost of Proposed Estimate Without Sales Tax</b> | <b><u>\$ 899.39</u></b> |

# MODIFICATION PROPOSAL REQUEST

PROJECT Sedro-Woolley Courtroom/Council Expansion

TITLE OF CHANGE Haul off unsuitable trench backfill and import backfill for added electrical trench.

PROPOSAL NO. 038

REQUEST FOR MODIFICATION: Colacurcio Brothers Construction Company, Inc. Contractor, THE MAIN CONTRACT with City of Sedro-Woolley dated April 17, 2007 request the changes as outlined below and/or detailed on the attachments.

ISSUED BY: Levi Evans - Colacurcio Brothers, Inc.

DATE ISSUED: 2/6/08

Added cost to haul off unsuitable trench backfill from power pole and import backfill for added electrical trench.

DISTRIBUTION via fax/e-mail (1) Colacurcio Brothers Construction (Manley McIntyre) (3) Carletti Architects (Quienten Sutter)

MODIFICATION PROPOSAL TO: City of Sedro-Wolley

We propose to perform all changes described in the above request for a total (ADDITION) (~~DEDUCTION~~) to the

Contract sum of: Three thousand three hundred sixty-three dollars and forty-one cents. \$ 3,363.41  
State Sales Tax (INCLUDED) (~~EXCLUDED~~)

The amount covers all direct and indirect costs related to the change including effects of the change on the remainder of the project. All other provisions of the contract remain in full effect. Attached are Cost Proposal Detail Sheets. We request and (~~EXTENSION~~) (REDUCTION) (leave blank if "0" days) of \_\_\_\_\_ calendar days in the completion time because of this change. We agree to be bound by this proposal for 30 days from signature date.

SUBMITTED BY Levi Evans DATE 2/6/08  
(Contractor's Signature)

DISTRIBUTION (1) signed originals with attached cost breakdown to Quienten Sutter (Carletti Architects)

Returned to Contractor for revision/reevaluation. See comments above/attached

AUTHORIZATION TO: Carletti Architects (Quienten Sutter) recommends acceptance of the foregoing proposal.

RECOMMENDED BY \_\_\_\_\_ DATE 2/7/08

AUTHORIZED BY [Signature] DATE 2-7-08  
(Owner's signature)

As indicated above, the Owner accepts the foregoing proposal and authorizes performance of the changes specified. A Change Order (CO) will follow which includes the MPR amount. Billing cannot be honored for the MPR until issuance of the CO.

DISTRIBUTION After signature, (1) original retained by Owner, (1) original to Architect, (1) original to Contractor



# MODIFICATION PROPOSAL REQUEST

PROJECT **Sedro-Woolley Courtroom/Council Expansion**

TITLE OF CHANGE Additional signage per Architect

PROPOSAL NO. 040

REQUEST FOR MODIFICATION: Colacurcio Brothers Construction Company, Inc. Contractor, THE MAIN CONTRACT with City of Sedro-Woolley dated April 17, 2007 request the changes as outlined below and/or detailed on the attachments.

ISSUED BY: Levi Evans - Colacurcio Brothers, Inc.

DATE ISSUED: 1/22/08

**Added cost for additional signs requested by the Architect's approved submittals**

DISTRIBUTION via fax/e-mail (1) Colacurcio Brothers Construction (Manley McIntyre) (3) Carletti Architects (Quinten Sutter)

MODIFICATION PROPOSAL TO: **City of Sedro-Wolley**

We propose to perform all changes described in the above request for a total (ADDITION) (~~DEDUCTION~~) to the

Contract sum of: Seven hundred forty-five dollars and forty cents. \$745.40  
State Sales Tax (~~INCLUDED~~) (EXCLUDED)

The amount covers all direct and indirect costs related to the change including effects of the change on the remainder of the project. All other provisions of the contract remain in full effect. Attached are Cost Proposal Detail Sheets. We request and (~~EXTENSION~~) (REDUCTION) (leave blank if "0" days) of 0 calendar days in the completion time because of this change. We agree to be bound by this proposal for 30 days from signature date.

SUBMITTED BY Levi Evans DATE 1/24/08  
(Contractor's Signature)

DISTRIBUTION (1) signed originals with attached cost breakdown to Quentin Sutter (Carletti Architects)

Returned to Contractor for revision/reevaluation. See comments above/attached

AUTHORIZATION TO: Carletti Architects (Quinten Sutter) recommends acceptance of the foregoing proposal.

RECOMMENDED BY [Signature] DATE 1-24-08

AUTHORIZED BY [Signature] DATE 1-24-08  
(Owner's signature)

As indicated above, the Owner accepts the foregoing proposal and authorizes performance of the changes specified. A Change Order (CO) will follow which includes the MPR amount. Billing cannot be honored for the MPR until issuance of the CO.

DISTRIBUTION After signature, (1) original retained by Owner, (1) original to Architect, (1) original to Contractor



[Fwd: [Fwd: Sedro-Woolley Signage]]

**Subject:** [Fwd: [Fwd: Sedro-Woolley Signage]]  
**From:** Manley McIntyre <m.mcintyre@colacurciobrothers.com>  
**Date:** Thu, 17 Jan 2008 09:10:26 -0800  
**To:** Levi Evans <l.evans@colacurciobrothers.com>

Levi,

Please submit an MPR, talk to Q to make sure your #ing is correct.

Thanks,



Manley McIntyre, Estimator/Project Manager  
Ph: 360-332-4044  
Fax: 360-332-5079

**Subject:** [Fwd: Sedro-Woolley Signage]  
**From:** Tim Post <t.post@colacurciobrothers.com>  
**Date:** Thu, 27 Dec 2007 07:35:21 -0800  
**To:** Manley McIntyre <m.mcintyre@colacurciobrothers.com>

see attached

**Subject:** Sedro-Woolley Signage  
**From:** <gwicker@signsolutions.us>  
**Date:** Thu, 27 Dec 2007 08:25:26 -0700  
**To:** <t.post@colacurciobrothers.com>

Hi Tim!

You should have received the Window Graphics and and Parking Lot Signs by now.

I noticed that the Architect added more signs on the approved Submittal than what was on the Plans & Specs as follows:

- (2) More Handicapped Parking = \$57.35 each/\$114.70 total
- (2) More Police Parking Only = \$66.15 each/\$132.30 total
- (4) More Office Signs = \$35.95 each/\$143.80 total

\$390.80 Total Change  
\$4,987.51 Original PO Amount  
\$5,378.31 New PO Amount

In good faith, we went ahead and made these signs without your approval, although I will follow-up with a formal request for change order if needed.

If you have any questions, please contact me.  
Thank you,

Gregg

-----  
Gregg Wicker  
Sign Solutions  
PO Box 160  
Stevensville, MT 59870  
406.777.1004 Tel  
406.777.1026 Fax  
406.360.9914 Mob  
[gwicker@signsolutions.us](mailto:gwicker@signsolutions.us)  
[www.signsolutions.us](http://www.signsolutions.us)

# MODIFICATION PROPOSAL REQUEST

PROJECT **Sedro-Woolley Courtroom/Council Expansion**

TITLE OF CHANGE Additional cost associated with changes to the Bailiff Box

PROPOSAL NO. 042

REQUEST FOR MODIFICATION: Colacurcio Brothers Construction Company, Inc. Contractor, THE MAIN CONTRACT with City of Sedro-Woolley dated April 17, 2007 request the changes as outlined below and/or detailed on the attachments.

ISSUED BY: Levi Evans - Colacurcio Brothers, Inc.

DATE ISSUED: 2/8/08

**Additional cost associated with changes made to the Bailiff Box.**

DISTRIBUTION via fax/e-mail (1) Colacurcio Brothers Construction (Manley McIntyre) (3) Carletti Architects (Quienten Sutter)

MODIFICATION PROPOSAL TO: **City of Sedro-Wolley**

We propose to perform all changes described in the above request for a total (ADDITION) (~~DEDUCTION~~) to the

Contract sum of: Six hundred fifty-one dollars and ninety-five cents. \$651.95  
State Sales Tax (~~INCLUDED~~) (EXCLUDED)

The amount covers all direct and indirect costs related to the change including effects of the change on the remainder of the project. All other provisions of the contract remain in full effect. Attached are Cost Proposal Detail Sheets. We request and (~~EXTENSION~~) (~~REDUCTION~~) (leave blank if "0" days) of 0 calendar days in the completion time because of this change. We agree to be bound by this proposal for 30 days from signature date.

SUBMITTED BY Levi Evans DATE 2/20/08  
(Contractor's Signature)

DISTRIBUTION (1) signed originals with attached cost breakdown to Quienten Sutter (Carletti Architects)

Returned to Contractor for revision/reevaluation. See comments above/attached

AUTHORIZATION TO: Carletti Architects (Quienten Sutter) recommends acceptance of the foregoing proposal.

RECOMMENDED BY [Signature] DATE 2/21/08

AUTHORIZED BY [Signature] DATE 2-21-08  
(Owner's signature)

As indicated above, the Owner accepts the foregoing proposal and authorizes performance of the changes specified. A Change Order (CO) will follow which includes the MPR amount. Billing cannot be honored for the MPR until issuance of the CO.

DISTRIBUTION After signature, (1) original retained by Owner, (1) original to Architect, (1) original to Contractor



# MODIFICATION PROPOSAL REQUEST

PROJECT **Sedro-Woolley Courtroom/Council Expansion**

TITLE OF CHANGE Additional cost for tile changes in lobby

PROPOSAL NO. 043

REQUEST FOR MODIFICATION: Colacurcio Brothers Construction Company, Inc. Contractor, THE MAIN CONTRACT with City of Sedro-Woolley dated April 17, 2007 request the changes as outlined below and/or detailed on the attachments.

ISSUED BY: Levi Evans - Colacurcio Brothers, Inc.

DATE ISSUED: 2/8/08

**Additional cost for tile changes in lobby. (additional 102sf added)**

DISTRIBUTION via fax/e-mail (1) Colacurcio Brothers Construction (Manley McIntyre) (3) Carletti Architects (Quienten Sutter)

MODIFICATION PROPOSAL TO: **City of Sedro-Wolley**

We propose to perform all changes described in the above request for a total (ADDITION) (~~DEDUCTION~~) to the

Contract sum of: One thousand two hundred seven dollars and forty-two cents. \$1,207.42  
State Sales Tax (~~INCLUDED~~) (EXCLUDED)

The amount covers all direct and indirect costs related to the change including effects of the change on the remainder of the project. All other provisions of the contract remain in full effect. Attached are Cost Proposal Detail Sheets. We request and (~~EXTENSION~~) (~~REDUCTION~~) (leave blank if "0" days) of 0 calendar days in the completion time because of this change. We agree to be bound by this proposal for 30 days from signature date.

SUBMITTED BY Levi Evans DATE 2/20/08  
(Contractor's Signature)

DISTRIBUTION (1) signed originals with attached cost breakdown to Quienten Sutter (Carletti Architects)

Returned to Contractor for revision/reevaluation. See comments above/attached

AUTHORIZATION TO: Carletti Architects (Quienten Sutter) recommends acceptance of the foregoing proposal.

RECOMMENDED BY \_\_\_\_\_ DATE 2/21/08

AUTHORIZED BY [Signature] DATE 2.21.08  
(Owner's signature)

As indicated above, the Owner accepts the foregoing proposal and authorizes performance of the changes specified. A Change Order (CO) will follow which includes the MPR amount. Billing cannot be honored for the MPR until issuance of the CO.

DISTRIBUTION After signature, (1) original retained by Owner, (1) original to Architect, (1) original to Contractor



[Fwd: Re: [Fwd: AR#41 Tile in Lobby]]

**Subject:** [Fwd: Re: [Fwd: AR#41 Tile in Lobby]]  
**From:** Tim Post <t.post@colacurciobrothers.com>  
**Date:** Fri, 08 Feb 2008 09:53:19 -0800  
**To:** Levi Evans <l.evans@colacurciobrothers.com>  
**CC:** Manley McIntyre <m.mcintyre@colacurciobrothers.com>

Urgent c/o pricing attached..Remember to add management time for you.  
Thanks  
Tim

**Subject:** RE: [Fwd: AR#41 Tile in Lobby]  
**From:** "Gardner, Bill" <Bill@walkerscl.com>  
**Date:** Fri, 8 Feb 2008 09:32:02 -0800  
**To:** "Tim Post" <t.post@colacurciobrothers.com>

Tim,

The cost to add the tile per sketch is \$1,015.00.  
(It works out to 102 sq.ft. with waste from the tile sizes)  
We need to know this right away to get material in time.

Thanks  
Bill

-----Original Message-----

**From:** Tim Post [<mailto:t.post@colacurciobrothers.com>]  
**Sent:** Thursday, February 07, 2008 4:26 PM  
**To:** Gardner, Bill  
**Cc:** Levi Evans; Manley McIntyre  
**Subject:** [Fwd: AR#41 Tile in Lobby]

Bill.

Please see attached sketch. Please price ( you gave me a ball park of \$10/ foot) . We may add 95 square feet to the lobby tile.

Thanks,

Tim

**Re: [Fwd: AR#41 Tile in Lobby].eml** **Content-Type:** message/rfc822  
**Content-Encoding:** 7bit

# MODIFICATION PROPOSAL REQUEST

PROJECT Sedro-Woolley Courtroom/Council Expansion

TITLE OF CHANGE Additional contract days resulting from MPR 23RR

PROPOSAL NO. 044

REQUEST FOR MODIFICATION: Colacurcio Brothers Construction Company, Inc. Contractor, THE MAIN CONTRACT with City of Sedro-Woolley dated April 17, 2007 request the changes as outlined below and/or detailed on the attachments.

ISSUED BY: Levi Evans - Colacurcio Brothers, Inc.

DATE ISSUED: 2/21/08

(31) thirty-one additional days added to the contract resulting from MPR 23RR. The new substantial completion agreed upon at the OAC meeting on January 24, 2008 for the Courthouse excluding the courtroom is March 1, 2008 and the courtroom's substantial completion date is March 14, 2008.

DISTRIBUTION via fax/e-mail (1) Colacurcio Brothers Construction (Manley McIntyre) (3) Carletti Architects (Quienten Sutter)

MODIFICATION PROPOSAL TO: City of Sedro-Wolley

We propose to perform all changes described in the above request for a total (ADDITION) (~~DEDUCTION~~) to the

contract sum of: Zero  
State Sales Tax (INCLUDED) (~~EXCLUDED~~) \$0

The amount covers all direct and indirect costs related to the change including effects of the change on the remainder of the project. All other provisions of the contract remain in full effect. Attached are Cost Proposal Detail Sheets. We request and (~~REDUCTION~~) (leave blank if "0" days) of 31 calendar days in the completion time because of this change. We agree to be bound by this proposal for 30 days from signature date.

SUBMITTED BY Levi Evans DATE 2/20/08  
(Contractor's Signature)

DISTRIBUTION (1) signed originals with attached cost breakdown to Quienten Sutter (Carletti Architects)

Returned to Contractor for revision/reevaluation. See comments above/attached

AUTHORIZATION TO: Carletti Architects (Quienten Sutter) recommends acceptance of the foregoing proposal.

RECOMMENDED BY [Signature] DATE 2/21/08

AUTHORIZED BY [Signature] DATE 2-21-08  
(Owner's signature)

As indicated above, the Owner accepts the foregoing proposal and authorizes performance of the changes specified. A Change Order (CO) will follow which includes the MPR amount. Billing cannot be honored for the MPR until issuance of the CO.

DISTRIBUTION After signature, (1) original retained by Owner, (1) original to Architect, (1) original to Contractor

# MODIFICATION PROPOSAL REQUEST

PROJECT **Sedro-Woolley Courtroom/Council Expansion**

TITLE OF CHANGE Two additional light fixtures and one GFCI

PROPOSAL NO. 045

REQUEST FOR MODIFICATION: Colacurcio Brothers Construction Company, Inc. Contractor, THE MAIN CONTRACT with City of Sedro-Woolley dated April 17, 2007 request the changes as outlined below and/or detailed on the attachments.

ISSUED BY: Levi Evans - Colacurcio Brothers, Inc.

DATE ISSUED: 2/27/08

Two additional light fixtures and one GFCI for the elevator pit and the elevator mechanical room.

DISTRIBUTION via fax/e-mail (1) Colacurcio Brothers Construction (Manley McIntyre) (3) Carletti Architects (Quienten Sutter)

MODIFICATION PROPOSAL TO: **City of Sedro-Wolley**

We propose to perform all changes described in the above request for a total (ADDITION) (~~DEDUCTION~~) to the

Contract sum of: Three hundred seventy-two dollars and seventy cents. \$372.70  
State Sales Tax (~~INCLUDED~~) (EXCLUDED)

The amount covers all direct and indirect costs related to the change including effects of the change on the remainder of the project. All other provisions of the contract remain in full effect. Attached are Cost Proposal Detail Sheets. We request and (~~REDUCTION~~) (EXTENSION) (leave blank if "0" days) of 0 calendar days in the completion time because of this change. We agree to be bound by this proposal for 30 days from signature date.

SUBMITTED BY Levi Evans DATE 2/27/08  
(Contractor's Signature)

DISTRIBUTION (1) signed originals with attached cost breakdown to Quienten Sutter (Carletti Architects)

Returned to Contractor for revision/reevaluation. See comments above/attached

AUTHORIZATION TO: Carletti Architects (Quienten Sutter) recommends acceptance of the foregoing proposal.

RECOMMENDED BY [Signature] DATE 3/10/08

AUTHORIZED BY [Signature] DATE 3-10-08  
(Owner's signature)

As indicated above, the Owner accepts the foregoing proposal and authorizes performance of the changes specified. A Change Order (CO) will follow which includes the MPR amount. Billing cannot be honored for the MPR until issuance of the CO.

DISTRIBUTION After signature, (1) original retained by Owner, (1) original to Architect, (1) original to Contractor

**Project:** Sedro-Woolley Courthouse Expansion  
**Description of Work:** Two additional light fixtures and one GFCI for the elevator pit and the elevator mech. Room.  
**Owner / Architect:** City of Sedro-Woolley - Carletti Architects  
**MPR 045**  
**Job No. 207008**  
**Date: 02/27/08**

| Description                       | Class | Straight Time |       | Overtime |      | Amount |
|-----------------------------------|-------|---------------|-------|----------|------|--------|
|                                   |       | Hrs           | Rate  | Hrs      | Rate |        |
| Review and Process                | PM    | 0.50          | 51.50 |          |      | 25.75  |
| carpenter                         | carp  |               | 46.50 |          |      |        |
| Use additional sheet if necessary |       |               |       |          |      |        |
| Labor - Subtotal                  |       |               |       |          |      | 25.75  |
| Mark-Up at 15%                    |       |               |       |          |      | 3.86   |
| Labor Total                       |       |               |       |          |      | 29.61  |

| Description                       | Coll. Equip. # | Hours Worked | Equip Rate | Oper. Cost | Total Rate | Total Amount |
|-----------------------------------|----------------|--------------|------------|------------|------------|--------------|
|                                   |                |              |            |            |            |              |
| cavator - Standby                 |                |              | 17.50      |            | 17.50      |              |
| ckhoe - 416 Cat/310 JD            |                |              | 29.00      | 6.25       | 35.25      |              |
| ckhoe - Standby                   |                |              | 14.50      |            | 14.50      |              |
| pick-up - crew truck              |                |              | 5.10       | 4.95       | 10.05      |              |
| mp truck - Solo                   |                |              | 32.00      | 6.95       | 38.95      |              |
| Use additional sheet if necessary |                |              |            |            |            |              |
| Equipment Subtotal                |                |              |            |            |            |              |
| Small Tools at 0% of Labor        |                |              |            |            |            |              |
| Subtotal                          |                |              |            |            |            |              |
| Mark-Up at 15%                    |                |              |            |            |            |              |
| Equipment Total                   |                |              |            |            |            |              |

| Description          | Quantity | Unit | Unit Price | Amount |
|----------------------|----------|------|------------|--------|
|                      |          |      |            |        |
| Subcontract Subtotal |          |      |            | 302.81 |
| Mark-Up at 8%        |          |      |            | 24.22  |
| Subcontract Total    |          |      |            | 327.03 |

| Summary                |        |
|------------------------|--------|
| Labor - Total          | 29.61  |
| Equipment - Total      |        |
| Material - Total       |        |
| Subcontract - Total    | 327.03 |
| Bonds & Insurance 4.5% | 356.65 |
| Total Cost This Change | 16.05  |
|                        | 372.70 |

Sedro Woolley Courthouse/Council Expansion

Add (1) GFCI receptacle & (2) light fixtures in Elevator Pit & Rm. **ELE-18**

1. Direct Labor Costs

| Trade                                 | Wage Rate | Proposed Hours | Costs               |
|---------------------------------------|-----------|----------------|---------------------|
| Journeyman                            | \$44.32   | 2              | \$ 88.64            |
| Engineering for as-builts             | \$44.32   | 1              | \$44.32             |
| <b>Total Labor Costs</b>              |           |                | <b>\$ 132.96</b>    |
| <b>Overhead &amp; Profit on Labor</b> |           |                | <b>15% \$ 19.94</b> |

2. Direct Material Costs

| Description                              | Quantity | Units | Unit Cost | Cost                |
|--|----------|-------|-----------|---------------------|
| 1/2" Emf                                 | 20       |       | \$ 19.50  | \$ 3.90             |
| 1/2" Emf fittings & stra lot             |          |       | \$ -      | \$ 4.00             |
| Fluores. Strip fixture                   | 2        |       | \$ 55.00  | \$ 110.00           |
| #12 thhn cu wire                         | 1        |       | \$ 121.00 | \$ 6.00             |
| 4 Sq. deep box                           | 1        |       | \$1.31    | \$1.31              |
| RS GFCI cover                            | 1        |       | \$2.50    | \$2.50              |
| Offset nipple                            | 1        |       | \$1.68    | \$1.68              |
| Wirenuts, fork terminal lot              |          |       |           | 0.96                |
| <b>Total Material Cost</b>               |          |       |           | <b>\$ 130.35</b>    |
| <b>Overhead &amp; Profit on Material</b> |          |       |           | <b>15% \$ 19.55</b> |

4. Prime Subcontractors Proposals

| Name | Cost |
|------|------|
|      | \$ - |
|      | \$ - |
|      | \$ - |

|  |                   |
|--|-------------------|
| <b>Total Cost of Subcontractors</b>                      | <b>\$ -</b>       |
| <b>5. Subtotal</b>                                       | <b>\$ 302.81</b>  |
| <b>6. Overhead &amp; Profit by the Prime Contractor</b>  | <b>10% \$ -</b>   |
| <b>7. Additional Cost for Bond &amp; Insurance</b>       | <b>5.00% \$ -</b> |
| <b>Total cost of Proposed Estimate Without Sales Tax</b> | <b>\$ 302.81</b>  |

# MODIFICATION PROPOSAL REQUEST

PROJECT **Sedro-Woolley Courtroom/Council Expansion**

TITLE OF CHANGE Door Closer on Elevator Mech Room Door

PROPOSAL NO. 046

**REQUEST FOR MODIFICATION:** Colacurcio Brothers Construction Company, Inc. Contractor, THE MAIN CONTRACT with City of Sedro-Woolley dated April 17, 2007 request the changes as outlined below and/or detailed on the attachments.

**ISSUED BY:** Levi Evans - Colacurcio Brothers, Inc.

**DATE ISSUED:** 2/27/08

Door Closer on Elevator Mech Room Door

**DISTRIBUTION** via fax/e-mail (1) Colacurcio Brothers Construction (Manley McIntyre) (3) Carletti Architects (Quienten Sutter)

**MODIFICATION PROPOSAL TO:** City of Sedro-Wolley

We propose to perform all changes described in the above request for a total **(ADDITION)** ~~(DEDUCTION)~~ to the

Contract sum of: Two hundred dollars and twenty-four cents \$200.24  
State Sales Tax **(INCLUDED)** ~~(EXCLUDED)~~

The amount covers all direct and indirect costs related to the change including effects of the change on the remainder of the project. All other provisions of the contract remain in full effect. Attached are Cost Proposal Detail Sheets. We request and **(EXTENSION)** ~~(REDUCTION)~~ (leave blank if "0" days) of 0 calendar days in the completion time because of this change. We agree to be bound by this proposal for 30 days from signature date.

SUBMITTED BY Levi Evans DATE 2/27/08  
(Contractor's Signature)

**DISTRIBUTION** (1) signed originals with attached cost breakdown to Quienten Sutter (Carletti Architects)

Returned to Contractor for revision/re-evaluation. See comments above/attached

**AUTHORIZATION TO:** Carletti Architects (Quienten Sutter) recommends acceptance of the foregoing proposal.

RECOMMENDED BY [Signature] DATE 3/10/08

AUTHORIZED BY [Signature] DATE 3-10-08  
(Owner's signature)

As indicated above, the Owner accepts the foregoing proposal and authorizes performance of the changes specified. A Change Order (CO) will follow which includes the MPR amount. Billing cannot be honored for the MPR until issuance of the CO.

**DISTRIBUTION** After signature, (1) original retained by Owner, (1) original to Architect, (1) original to Contractor

**Project:** Sedro-Woolley Courthouse Expansion  
**Description of Work:** Door Closer on Elevator Mech Room Door  
**Owner / Architect:** City of Sedro-Woolley - Carletti Architects

**Modification Proposal Request**

**MPR** 046  
**Job No.** 207008  
**Date:** 02/27/08

| Description                         | Class         | Straight Time |            | Overtime   |            | Amount       |
|-------------------------------------|---------------|---------------|------------|------------|------------|--------------|
|                                     |               | Hrs           | Rate       | Hrs        | Rate       |              |
| Review and Process Carpenter        | PM carp       | 0.50          | 51.50      |            |            | 25.75        |
| Use additional sheet if necessary   |               |               |            |            |            | 3.86         |
| Labor - Subtotal *Mark-Up at 15%    |               |               |            |            |            | 29.61        |
| Labor Total                         |               |               |            |            |            |              |
| <b>Equipment</b>                    |               |               |            |            |            |              |
| Description                         | Coll. Bros. # | Hours Worked  | Equip Rate | Oper. Cost | Total Rate | Total Amount |
| Avatar - Cat312                     |               |               | 35.00      | 9.67       | 44.67      |              |
| Avatar - Standby                    |               |               | 17.50      | 6.25       | 17.50      |              |
| Shoe - 416 Cat/310 JD               |               |               | 28.00      |            | 35.25      |              |
| Shoe - Standby                      |               |               | 14.50      |            | 14.50      |              |
| Setup - crew truck                  |               |               | 5.10       | 4.95       | 10.05      |              |
| Setup truck - Solo                  |               |               | 32.00      | 6.95       | 38.95      |              |
| Use additional sheet if necessary   |               |               |            |            |            |              |
| Equipment Subtotal                  |               |               |            |            |            |              |
| Small Tools at 0% of Labor Subtotal |               |               |            |            |            |              |
| Mark-Up at 15%                      |               |               |            |            |            |              |
| Equipment Total                     |               |               |            |            |            |              |
| <b>Subcontracting</b>               |               |               |            |            |            |              |
| Description                         | Quantity      | Unit          | Unit Price | Amount     |            |              |
| Red Mountain                        | 1.00          | ls            | 150.00     | 150.00     |            |              |
| Use additional sheet if necessary   |               |               |            |            |            |              |
| Subcontract Subtotal                |               |               |            | 150.00     |            |              |
| Mark-Up at 8%                       |               |               |            | 12.00      |            |              |
| Subcontract Total                   |               |               |            | 162.00     |            |              |
| <b>Summary</b>                      |               |               |            |            |            |              |
| Labor - Total                       |               |               |            |            |            | 29.61        |
| Equipment - Total                   |               |               |            |            |            |              |
| Material - Total                    |               |               |            |            |            |              |
| Subcontract - Total                 |               |               |            |            |            | 162.00       |
| Bonds & Insurance 4.5%              |               |               |            |            |            | 191.61       |
| Total Cost This Change              |               |               |            |            |            | 200.24       |

# MODIFICATION PROPOSAL REQUEST

PROJECT **Sedro-Woolley Courtroom/Council Expansion**

TITLE OF CHANGE Add for a ladder in the elevator pit.

PROPOSAL NO. 047

REQUEST FOR MODIFICATION: Colacurcio Brothers Construction Company, Inc. Contractor, THE MAIN CONTRACT with City of Sedro-Woolley dated April 17, 2007 request the changes as outlined below and/or detailed on the attachments.

ISSUED BY: Levi Evans - Colacurcio Brothers, Inc.

DATE ISSUED: 2/27/08

ADD FOR A LADDER IN THE ELEVATOR PIT.

DISTRIBUTION via fax/e-mail (1) Colacurcio Brothers Construction (Manley McIntyre) (3) Carletti Architects (Quieten Sutter)

MODIFICATION PROPOSAL TO: City of Sedro-Woolley

We propose to perform all changes described in the above request for a total (ADDITION) (~~DEDUCTION~~) to the

Contract sum of: Five hundred eight dollars and ninety-four cents \$508.94  
State Sales Tax (~~INCLUDED~~) (EXCLUDED)

The amount covers all direct and indirect costs related to the change including effects of the change on the remainder of the project. All other provisions of the contract remain in full effect. Attached are Cost Proposal Detail Sheets. We request and (~~REDUCTION~~) (EXTENSION) (leave blank if "0" days) of 0 calendar days in the completion time because of this change. We agree to be bound by this proposal for 30 days from signature date.

SUBMITTED BY Levi Evans DATE 2/27/08  
(Contractor's Signature)

DISTRIBUTION (1) signed originals with attached cost breakdown to Quieten Sutter (Carletti Architects)

Returned to Contractor for revision/reevaluation. See comments above/attached

AUTHORIZATION TO: Carletti Architects (Quieten Sutter) recommends acceptance of the foregoing proposal.

RECOMMENDED BY [Signature] DATE 3/10/08

AUTHORIZED BY [Signature] DATE 3-10-08  
(Owner's signature)

As indicated above, the Owner accepts the foregoing proposal and authorizes performance of the changes specified. A Change Order (CO) will follow which includes the MPR amount. Billing cannot be honored for the MPR until issuance of the CO.

DISTRIBUTION After signature, (1) original retained by Owner, (1) original to Architect, (1) original to Contractor



[r wu: re: sedro urgent]pit ladder

**Subject:** [Fwd: Re: sedro urgent]pit ladder  
**From:** Tim Post <t.post@colacurciobrothers.com>  
**Date:** Mon, 25 Feb 2008 14:32:32 -0800  
**To:** Levi Evans <l.evans@colacurciobrothers.com>

Levi  
Here is the elevator ladder cost

**Subject:** RE: sedro urgent  
**From:** "Kent Korthuis" <kentk@andgar.com>  
**Date:** Thu, 31 Jan 2008 11:21:25 -0800  
**To:** "Tim Post" <t.post@colacurciobrothers.com>

Tim,  
For you \$275.00, shop primed and I will drop it off on site.  
Attached is sketch of the one that is done  
Thanks,  
Kent K.

-----Original Message-----

**From:** Tim Post (<mailto:t.post@colacurciobrothers.com>)  
**Sent:** Thursday, January 31, 2008 10:47 AM  
**To:** Kent Korthuis  
**Subject:** Re: sedro urgent

what would it cost? I will talk with the project manager?

Kent Korthuis wrote:

Tim,  
Would it be to much to ask for an extra on this one? I did not have a ladder for the elevator in my take off. I caught the 2 roof access ladders and the roof ladder but the drawings never called out the elevator pit ladder.  
I do have an elevator pit ladder in our shop just getting done for another project that they could probably wait a couple of days for a

new

one if you need one now.  
Let me know.  
Thanks,  
Kent K.

-----Original Message-----

**From:** Tim Post (<mailto:t.post@colacurciobrothers.com>)  
**Sent:** Thursday, January 31, 2008 9:05 AM  
**To:** Kent Korthuis  
**Subject:** sedro urgent

Kent and Jill,

Please provide 8' elevator ladder ASAP . 12 " rungs . First rung 12"

above floor, top rung will be 48" above finish floor ( the pit is 4' deep )

Thanks,  
Tim

**Re: sedro urgent.eml** **Content-Type:** message/rfc822  
**Content-Encoding:** 7bit

\_013111452\_001.pdf **Content-Description:** \_013111452\_001.pdf



# MODIFICATION PROPOSAL REQUEST

PROJECT **Sedro-Woolley Courtroom/Council Expansion**

TITLE OF CHANGE Add conduit & wiring between DS1 & DS2 outdoor and indoor units.

PROPOSAL NO. 049

REQUEST FOR MODIFICATION: Colacurcio Brothers Construction Company, Inc. Contractor, THE MAIN CONTRACT with City of Sedro-Woolley dated April 17, 2007 request the changes as outlined below and/or detailed on the attachments.

ISSUED BY: Levi Evans - Colacurcio Brothers, Inc.

DATE ISSUED: 2/27/08

Add conduit & wiring between DS1 & DS2 outdoor and indoor units.

DISTRIBUTION via fax/e-mail (1) Colacurcio Brothers Construction (Manley McIntyre) (3) Carletti Architects (Quienten Sutter)

MODIFICATION PROPOSAL TO: **City of Sedro-Wolley**

We propose to perform all changes described in the above request for a total (ADDITION) (~~DEDUCTION~~) to the

Contract sum of: Three thousand one hundred fifty-six dollars and forty-five cents. \$3,156.45  
State Sales Tax (~~INCLUDED~~) (**EXCLUDED**)

The amount covers all direct and indirect costs related to the change including effects of the change on the remainder of the project. All other provisions of the contract remain in full effect. Attached are Cost Proposal Detail Sheets. We request and (~~EXTENSION~~) (~~REDUCTION~~) (leave blank if "0" days) of 0 calendar days in the completion time because of this change. We agree to be bound by this proposal for 30 days from signature date.

SUBMITTED BY Levi Evans DATE 2/27/08  
(Contractor's Signature)

DISTRIBUTION (1) signed originals with attached cost breakdown to Quienten Sutter (Carletti Architects)

Returned to Contractor for revision/reevaluation. See comments above/attached

AUTHORIZATION TO: Carletti Architects (Quienten Sutter) recommends acceptance of the foregoing proposal.

RECOMMENDED BY [Signature] DATE 3/10/08

AUTHORIZED BY [Signature] DATE 5-10-08  
(Owner's signature)

As indicated above, the Owner accepts the foregoing proposal and authorizes performance of the changes specified. A Change Order (CO) will follow which includes the MPR amount. Billing cannot be honored for the MPR until issuance of the CO.

DISTRIBUTION After signature, (1) original retained by Owner, (1) original to Architect, (1) original to Contractor

**Project:** Sedro-Woolley Courthouse Expansion  
**Description of Work:** Add conduit & wiring between DS1 & DS2 outdoor and indoor units.  
**Owner / Architect:** City of Sedro-Woolley - Carfetti Architects

**Modification Proposal Request**

**MPR 049**  
**Job No. 207008**  
**Date: 02/25/08**

| Material                          |              | Straight Time |              | Overtime   |            | Amount     | Quantity | Unit | Unit Price | Amount   |
|-----------------------------------|--------------|---------------|--------------|------------|------------|------------|----------|------|------------|----------|
| Description                       | Class        | Hrs           | Rate         | Hrs        | Rate       |            |          |      |            |          |
| Review and Process Operator       | PM operator  | 1.00          | 51.50        |            |            | 51.50      |          |      |            |          |
| Use additional sheet if necessary |              |               |              |            |            |            |          |      |            |          |
| Labor - Subtotal                  |              |               |              |            |            | 51.50      |          |      |            |          |
| Mark-Up at 15%                    |              |               |              |            |            | 7.73       |          |      |            |          |
| Labor Total                       |              |               |              |            |            | 59.23      |          |      |            |          |
| Equipment                         |              | Cats. Bros. # | Hours Worked | Equip Rate | Oper. Cost | Total Rate | Quantity | Unit | Unit Price | Amount   |
| Description                       | Total Amount |               |              |            |            |            |          |      |            |          |
| Excavator - Cat312                | 96.00        |               | 9.67         | 96.00      | 9.67       | 44.67      |          |      |            |          |
| Excavator - Standby               | 17.50        |               | 6.25         | 17.50      | 6.25       | 17.50      |          |      |            |          |
| Excavator - 416 Cat/310 JD        | 28.00        |               | 4.95         | 28.00      | 4.95       | 35.25      |          |      |            |          |
| Excavator - Standby               | 14.50        |               | 6.95         | 14.50      | 6.95       | 14.50      |          |      |            |          |
| Excavator - crew truck            | 5.10         |               |              | 5.10       |            | 10.05      |          |      |            |          |
| Excavator - Solo                  | 32.00        |               |              | 32.00      |            | 38.95      |          |      |            |          |
| Use additional sheet if necessary |              |               |              |            |            |            |          |      |            |          |
| Subcontract Subtotal              |              |               |              |            |            |            |          |      |            |          |
| Mark-Up at 8%                     |              |               |              |            |            |            |          |      |            |          |
| Subcontract Total                 |              |               |              |            |            |            |          |      |            | 2,961.31 |
| Labor - Total                     |              |               |              |            |            |            |          |      |            | 59.23    |
| Equipment - Total                 |              |               |              |            |            |            |          |      |            | 2,741.95 |
| Material - Total                  |              |               |              |            |            |            |          |      |            |          |
| Subcontract - Total               |              |               |              |            |            |            |          |      |            | 2,961.31 |
| Bonds & Insurance 4.5%            |              |               |              |            |            |            |          |      |            | 135.92   |
| Total Cost This Change            |              |               |              |            |            |            |          |      |            | 3,156.45 |

Notes:

**Summary**

**Sedro Woolley Courthouse/Council Expansion**

Add conduit & wiring between DS1 & DS2 outdoor to indoor units **ELE-19**

**1. Direct Labor Costs**

| <u>Trade</u>                          | <u>Wage Rate</u> | <u>Proposed Hours</u> | <u>Costs</u>         |
|---------------------------------------|------------------|-----------------------|----------------------|
| Journeyman                            | \$44.32          | 48                    | \$ 2,127.36          |
| Engineering for as-builts             | \$44.32          | 1                     | \$44.32              |
| <b>Total Labor Costs</b>              |                  |                       | <b>\$ 2,171.68</b>   |
| <b>Overhead &amp; Profit on Labor</b> |                  |                       | <b>15% \$ 325.75</b> |

**2. Direct Material Costs**

| <u>Description</u>                       | <u>Quantity</u> | <u>Units</u> | <u>Unit Cost</u> | <u>Cost</u>         |
|--|-----------------|--------------|------------------|---------------------|
| 1/2" Emt                                 | 100             |              | \$ 19.50         | \$ 19.50            |
| 1/2" Emt fittings & stra lot             |                 |              | \$ -             | \$ 15.00            |
| 30a motor rated switc                    | 1               |              | \$ 30.00         | \$ 30.00            |
| #10 thhn cu wire                         | 1               |              | \$ 202.78        | \$ 91.28            |
| 4 Sq. deep box                           | 2               |              | \$1.31           | \$2.62              |
| RS switch cover                          | 1               |              | \$2.50           | \$2.50              |
| 2p 30a CB                                | 1               |              | \$49.00          | \$49.00             |
| Wirenuts, fork terminal lot              |                 |              | 2.74             | 2.74                |
| <b>Total Material Cost</b>               |                 |              |                  | <b>\$ 212.62</b>    |
| <b>Overhead &amp; Profit on Material</b> |                 |              |                  | <b>15% \$ 31.89</b> |

**4. Prime Subcontractors Proposals**

| <u>Name</u> | <u>Cost</u> |
|-------------|-------------|
|             | \$ -        |
|             | \$ -        |
|             | \$ -        |

|  |                           |
|--|---------------------------|
| <b>Total Cost of Subcontractors</b>                      | <b>\$ -</b>               |
| <b>5. Subtotal</b>                                       | <b>\$ 2,741.95</b>        |
| <b>6. Overhead &amp; Profit by the Prime Contractor</b>  | <b>10% \$ -</b>           |
| <b>7. Additional Cost for Bond &amp; Insurance</b>       | <b>5.00% \$ -</b>         |
| <b>Total cost of Proposed Estimate Without Sales Tax</b> | <b><u>\$ 2,741.95</u></b> |

# MODIFICATION PROPOSAL REQUEST

PROJECT **Sedro-Woolley Courtroom/Council Expansion**

TITLE OF CHANGE Labor for oil water separator lid

PROPOSAL NO. 050

REQUEST FOR MODIFICATION: Colacurcio Brothers Construction Company, Inc. Contractor, THE MAIN CONTRACT with City of Sedro-Woolley dated April 17, 2007 request the changes as outlined below and/or detailed on the attachments.

ISSUED BY: Levi Evans - Colacurcio Brothers, Inc.

DATE ISSUED: 3/10/08

Add to install oil/water separator lid.

DISTRIBUTION via fax/e-mail (1) Colacurcio Brothers Construction (Manley McIntyre) (3) Carletti Architects (Quienten Sutter)

MODIFICATION PROPOSAL TO: City of Sedro-Wolley

We propose to perform all changes described in the above request for a total (ADDITION) (~~DEDUCTION~~) to the

Contract sum of: Two hundred sixty-six dollars and seventy-nine cents. \$266.79  
State Sales Tax (~~INCLUDED~~) (EXCLUDED)

The amount covers all direct and indirect costs related to the change including effects of the change on the remainder of the project. All other provisions of the contract remain in full effect. Attached are Cost Proposal Detail Sheets. We request and (~~REDUCTION~~) (EXTENSION) (leave blank if "0" days) of 0 calendar days in the completion time because of this change. We agree to be bound by this proposal for 30 days from signature date.

SUBMITTED BY Levi Evans DATE 3/10/08  
(Contractor's Signature)

DISTRIBUTION (1) signed originals with attached cost breakdown to Quienten Sutter (Carletti Architects)

Returned to Contractor for revision/reevaluation. See comments above/attached

AUTHORIZATION TO Carletti Architects (Quienten Sutter) recommends acceptance of the foregoing proposal.

RECOMMENDED BY [Signature] DATE 3/10/08

AUTHORIZED BY [Signature] DATE 3-10-08  
(Owner's signature)

As indicated above, the Owner accepts the foregoing proposal and authorizes performance of the changes specified. A Change Order (CO) will follow which includes the MPR amount. Billing cannot be honored for the MPR until issuance of the CO.

DISTRIBUTION After signature, (1) original retained by Owner, (1) original to Architect, (1) original to Contractor

**Project:** Sedro-Woolley Courthouse Expansion  
**Description of Work:** Labor for oil water separator lid  
**Owner / Architect:** City of Sedro-Woolley - Carletti Architects  
**MPR:** 050  
**Job No.:** 207008  
**Date:** 02/25/08

**Modification Proposal Request**

| Description                         | Class       | Straight Time |       | Overtime |      | Amount |
|-------------------------------------|-------------|---------------|-------|----------|------|--------|
|                                     |             | Hrs           | Rate  | Hrs      | Rate |        |
| Operator                            | PM operator | 1.00          | 51.50 |          |      | 51.50  |
| Arpenter                            | carp        | 3.00          | 48.50 |          |      | 145.50 |
| Labor - Subtotal<br>*Mark-Up at 15% |             |               |       |          |      | 197.00 |
| Labor Total                         |             |               |       |          |      | 29.55  |
| Material Total                      |             |               |       |          |      | 226.55 |
| Use additional sheet if necessary   |             |               |       |          |      |        |

| Description                | Colls. Bros. # | Hours Worked | Equip Rate | Equip. Cost | Total Rate | Total Amount |
|----------------------------|----------------|--------------|------------|-------------|------------|--------------|
|                            |                |              |            |             |            |              |
| Operator - Standby         |                |              | 17.50      | 6.25        | 17.50      |              |
| Shovel - 416 Cat/310 JD    |                |              | 28.00      |             | 35.25      |              |
| Shovel - Standby           |                |              | 14.50      |             | 14.50      |              |
| Truck - crew truck         |                |              | 5.10       | 4.95        | 10.05      |              |
| Truck - Solo               |                |              | 32.00      | 6.95        | 38.95      |              |
| Equipment Subtotal         |                |              |            |             |            |              |
| Small Tools at 0% of Labor |                |              |            |             |            |              |
| Subtotal                   |                |              |            |             |            |              |
| Mark-Up at 15%             |                |              |            |             |            |              |
| Equipment Total            |                |              |            |             |            |              |

| Description                       | Quantity | Unit | Unit Price | Amount |
|-----------------------------------|----------|------|------------|--------|
|                                   |          |      |            |        |
| Material Subtotal                 |          |      |            | 25.00  |
| Mark-Up at 15%                    |          |      |            | 3.75   |
| Material Total                    |          |      |            | 28.75  |
| Use additional sheet if necessary |          |      |            |        |
| Subcontract Subtotal              |          |      |            |        |
| Mark-Up at 8%                     |          |      |            |        |
| Subcontract Total                 |          |      |            |        |
| Summary                           |          |      |            |        |
| Labor - Total                     |          |      |            | 226.55 |
| Equipment - Total                 |          |      |            | 28.75  |
| Material - Total                  |          |      |            | 255.30 |
| Subcontract - Total               |          |      |            | 11.49  |
| Bonds & Insurance 4.5%            |          |      |            | 266.79 |
| Total Cost This Change            |          |      |            | 266.79 |

# MODIFICATION PROPOSAL REQUEST

PROJECT **Sedro-Woolley Courtroom/Council Expansion**

TITLE OF CHANGE Door hardware changes per Wood

PROPOSAL NO. 051

**REQUEST FOR MODIFICATION:** Colacurcio Brothers Construction Company, Inc. Contractor, THE MAIN CONTRACT with City of Sedro-Woolley dated April 17, 2007 request the changes as outlined below and/or detailed on the attachments.

**ISSUED BY:** Levi Evans - Colacurcio Brothers, Inc.

**DATE ISSUED:** 3/28/08

Wood has directed us to reverse a total of four locks in the courtroom and one in the exercise area.

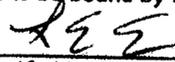
**DISTRIBUTION** via fax/e-mail (1) Colacurcio Brothers Construction (Manley McIntyre) (3) Carletti Architects (Quienten Sutter)

**MODIFICATION PROPOSAL TO:** City of Sedro-Wolley

We propose to perform all changes described in the above request for a total **(ADDITION)** ~~(DEDUCTION)~~ to the

Contract sum of: Three hundred twelve dollars and one cent. \$312.01  
State Sales Tax **(INCLUDED)** ~~(EXCLUDED)~~

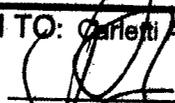
The amount covers all direct and indirect costs related to the change including effects of the change on the remainder of the project. All other provisions of the contract remain in full effect. Attached are Cost Proposal Detail Sheets. We request and **(EXTENSION)** ~~(REDUCTION)~~ (leave blank if "0" days) of 0 calendar days in the completion time because of this change. We agree to be bound by this proposal for 30 days from signature date.

SUBMITTED BY  DATE 3/28/08  
(Contractor's Signature)

**DISTRIBUTION** (1) signed originals with attached cost breakdown to Quienten Sutter (Carletti Architects)

Returned to Contractor for revision/reevaluation. See comments above/attached

**AUTHORIZATION TO:** Carletti Architects (Quienten Sutter) recommends acceptance of the foregoing proposal.

RECOMMENDED BY  DATE 4/8/08

AUTHORIZED BY  DATE 4-8-08  
(Owner's signature)

As indicated above, the Owner accepts the foregoing proposal and authorizes performance of the changes specified. A Change Order (CO) will follow which includes the MPR amount. Billing cannot be honored for the MPR until issuance of the CO.

**DISTRIBUTION** After signature, (1) original retained by Owner, (1) original to Architect, (1) original to Contractor

Itemization of Costs

Colacurcio Brothers Construction Co. Inc.

**Project:**

Description of Work:

Owner / Architect:

**Sedro-Woolley Courthouse Expansion**  
**Door Hardware Changes per Owner**  
**City of Sedro-Woolley - Carletti Architects**

**Modification Proposal Request**

MPR 051

Job No. 207008

Date: 02/25/08

| Description                       | Class       | Straight Time |            | Rate          | Overtime   |              | Amount |              |
|-----------------------------------|-------------|---------------|------------|---------------|------------|--------------|--------|--------------|
|                                   |             | Hrs           | Rate       |               | Hrs        | Rate         |        |              |
| Review and Process                | PM          | 1.00          | 51.50      |               |            |              | 51.50  |              |
| Operator                          | operator    |               | 49.19      |               |            |              |        |              |
| Carpenter                         | carp        |               | 48.50      |               |            |              |        |              |
| Use additional sheet if necessary |             |               |            |               |            |              |        | 51.50        |
| Labor - Subtotal                  |             |               |            |               |            |              |        | 7.73         |
| Mark-Up at 15%                    |             |               |            |               |            |              |        | 59.23        |
| <b>Labor Total</b>                |             |               |            |               |            |              |        | <b>59.23</b> |
| <b>Equipment</b>                  |             |               |            |               |            |              |        |              |
| Description                       | Col. Bro. # | Hours Worked  | Equip Rate | Oper. Cost    | Total Rate | Total Amount |        |              |
| Excavator - Cat312                |             |               | 35.00      | 9.67          | 44.67      |              |        |              |
| Excavator - Standby               |             |               | 17.50      |               | 17.50      |              |        |              |
| Backhoe - 416 Cat/310 JD          |             |               | 29.00      | 6.25          | 35.25      |              |        |              |
| Backhoe - Standby                 |             |               | 14.50      |               | 14.50      |              |        |              |
| Pick-up - crew truck              |             |               | 5.10       | 4.95          | 10.05      |              |        |              |
| Dump truck - Solo                 |             |               | 32.00      | 6.95          | 38.95      |              |        |              |
| Equipment Subtotal                |             |               |            |               |            |              |        |              |
| Small Tools at 0% of Labor        |             |               |            |               |            |              |        |              |
| Subtotal                          |             |               |            |               |            |              |        |              |
| Mark-Up at 15%                    |             |               |            |               |            |              |        |              |
| <b>Equipment Total</b>            |             |               |            |               |            |              |        |              |
| <b>Notes:</b>                     |             |               |            |               |            |              |        |              |
| <b>Summary</b>                    |             |               |            |               |            |              |        |              |
| Labor - Total                     |             |               |            | 59.23         |            |              |        |              |
| Equipment - Total                 |             |               |            |               |            |              |        |              |
| Material - Total                  |             |               |            | 28.00         |            |              |        |              |
| Subcontract - Total               |             |               |            | 210.00        |            |              |        |              |
| Bonds & Insurance 4.5%            |             |               |            | 13.20         |            |              |        |              |
| <b>Total Cost This Change</b>     |             |               |            | <b>312.00</b> |            |              |        |              |

# MODIFICATION PROPOSAL REQUEST

PROJECT **Sedro-Woolley Courtroom/Council Expansion**

TITLE OF CHANGE Add for ADA handrail in alley

PROPOSAL NO. 052

REQUEST FOR MODIFICATION: Colacurcio Brothers Construction Company, Inc. Contractor, THE MAIN CONTRACT with City of Sedro-Woolley dated April 17, 2007 request the changes as outlined below and/or detailed on the attachments.

ISSUED BY: Levi Evans - Colacurcio Brothers, Inc.

DATE ISSUED: 3/10/08

Add to fabricate and install ADA handrail in alley.

DISTRIBUTION via fax/e-mail (1) Colacurcio Brothers Construction (Manley McIntyre) (3) Carletti Architects (Quienten Sutter)

MODIFICATION PROPOSAL TO: City of Sedro-Wolley

We propose to perform all changes described in the above request for a total (ADDITION) (~~DEDUCTION~~) to the

Contract sum of: Three thousand thirteen dollars and eighty-two cents. \$3,013.82  
State Sales Tax (INCLUDED) (~~EXCLUDED~~)

The amount covers all direct and indirect costs related to the change including effects of the change on the remainder of the project. All other provisions of the contract remain in full effect. Attached are Cost Proposal Detail Sheets. We request and (~~EXTENSION~~) (~~REDUCTION~~) (leave blank if "0" days) of 0 calendar days in the completion time because of this change. We agree to be bound by this proposal for 30 days from signature date.

SUBMITTED BY Levi Evans  
(Contractor's Signature)

DATE 3/10/08

DISTRIBUTION (1) signed originals with attached cost breakdown to Quienten Sutter (Carletti Architects)

Returned to Contractor for revision/reevaluation. See comments above/attached

AUTHORIZATION TO Carletti Architects (Quienten Sutter) recommends acceptance of the foregoing proposal.

RECOMMENDED BY [Signature] DATE 3/10/08

AUTHORIZED BY [Signature] DATE 3-10-08  
(Owner's signature)

As indicated above, the Owner accepts the foregoing proposal and authorizes performance of the changes specified. A Change Order (CO) will follow which includes the MPR amount. Billing cannot be honored for the MPR until issuance of the CO.

DISTRIBUTION After signature, (1) original retained by Owner, (1) original to Architect, (1) original to Contractor

| Modification Proposal Request                                  |              |                   |            |              |                |              |          |      |            |        |
|--|--------------|-------------------|------------|--------------|----------------|--------------|----------|------|------------|--------|
| Project: Sedro-Woolley Courthouse Expansion                    |              |                   |            |              | MPR 052        |              |          |      |            |        |
| Description of Work: Install ADA handrail                      |              |                   |            |              | Job No. 207008 |              |          |      |            |        |
| Owner / Architect: City of Sedro-Woolley - Carletti Architects |              |                   |            |              | Date: 03/10/08 |              |          |      |            |        |
| Materials  |              |                   |            |              |                |              |          |      |            |        |
| Description  | Class        | Straight Time Hrs | Rate       | Overtime Hrs | Rate           | Amount       | Quantity | Unit | Unit Price | Amount |
| review and process   | PM           | 1.50              | 51.50      |              |                | 77.25        |          | LS   |            |        |
| operator   | operator     |                   | 48.19      |              |                |              |          |      |            |        |
| carpenter  | carp         | 8.00              | 48.50      |              |                | 388.00       |          |      |            |        |
| Use additional sheet if necessary                              |              |                   |            |              |                |              |          |      |            |        |
| Labor - Subtotal   |              |                   |            |              | 465.25         |              |          |      |            |        |
| Mark-Up at 15%   |              |                   |            |              | 69.79          |              |          |      |            |        |
| Labor Total  |              |                   |            |              | 535.04         |              |          |      |            |        |
| Subcontractors   |              |                   |            |              |                |              |          |      |            |        |
| Description  | Code Bros. # | Hours Worked      | Equip Rate | Oper. Cost   | Total Rate     | Total Amount | Quantity | Unit | Unit Price | Amount |
| Excavator - Cat312   |              |                   | 35.00      | 9.67         | 44.67          |              |          |      |            |        |
| Excavator - Standby  |              |                   | 17.50      | 6.26         | 23.76          |              |          |      |            |        |
| Excavator - 416 Cat310 JD                                      |              |                   | 28.00      |              | 28.00          |              |          |      |            |        |
| Excavator - Standby  |              |                   | 14.50      |              | 14.50          |              |          |      |            |        |
| Back-up - Crew truck   |              |                   | 5.10       | 4.95         | 10.05          |              |          |      |            |        |
| Comp truck - Solo  |              |                   | 32.00      | 6.95         | 38.95          |              |          |      |            |        |
| Use additional sheet if necessary                              |              |                   |            |              |                |              |          |      |            |        |
| Subcontract Subtotal   |              |                   |            |              | 2,175.00       |              |          |      |            |        |
| Mark-Up at 8%  |              |                   |            |              | 174.00         |              |          |      |            |        |
| Subcontract Total  |              |                   |            |              | 2,349.00       |              |          |      |            |        |
| Summary  |              |                   |            |              |                |              |          |      |            |        |
| Labor - Total  |              |                   |            |              | 535.04         |              |          |      |            |        |
| Equipment - Total  |              |                   |            |              |                |              |          |      |            |        |
| Material - Total   |              |                   |            |              |                |              |          |      |            |        |
| Subcontract - Total  |              |                   |            |              | 2,349.00       |              |          |      |            |        |
| Bonds & Insurance 4.5%   |              |                   |            |              | 2,884.04       |              |          |      |            |        |
| Total Cost This Change   |              |                   |            |              | 129.78         |              |          |      |            |        |
|  |              |                   |            |              | 3,013.82       |              |          |      |            |        |



6920 Salashan Pkwy, A-102 Office: (360) 366-9900  
PO Box 2708 Fax: (360) 366-5800  
Ferndale, WA 98248  
Email: [corporate@andgar.com](mailto:corporate@andgar.com) <http://www.andgar.com>

# PROPOSAL

**TO: Colacurcio Brothers**

Phone 319-9802 Date 3.07.2008

Job Name: Sedro-Woolley Courthouse  
Location: WA

Attention: Tim Post

Alternates 0 Acknowledge Addendum 0 Acknowledged

Fax: 855-9802

**We hereby provide material for the following items**

**(1) 30'-0 of ADA Ramp Railing per sketch AR#42 received, with a bronze colored powder coat finish.**  
FOB Job site

Price: ..... \$ 2,175.00

**Clarifications:**

Prices quoted herein are based upon our interpretation of the plans and specifications provided for this project

**Exclusions:**

Engineering Inspections Permits Testing Bond Taxes Verification Off Loading Lines/Grades  
Epoxy Removal of Debris Installation

Payment to be made as follows: **UPON RECEIPT OF INVOICE**

Note: If non-contributory/primary named additional insured is required, our insurance company requires forms CG 0001 and 33-04 81.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized Signature \_\_\_\_\_

Kent Korthuis

Note: This proposal may be withdrawn by us if not accepted within 14 days.

**Acceptance of Proposal** -The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

# MODIFICATION PROPOSAL REQUEST

PROJECT **Sedro-Woolley Courtroom/Council Expansion**

TITLE OF CHANGE Additional trim in Maps room 112A

PROPOSAL NO. 053

REQUEST FOR MODIFICATION: Colacurcio Brothers Construction Company, Inc. Contractor, THE MAIN CONTRACT with City of Sedro-Woolley dated April 17, 2007 request the changes as outlined below and/or detailed on the attachments.

ISSUED BY: Levi Evans - Colacurcio Brothers, Inc.

DATE ISSUED : 3/10/08

ADDITIONAL TRIM IN MAPS ROOM 112A.

DISTRIBUTION via fax/e-mail (1) Colacurcio Brothers Construction (Manley McIntyre) (3) Carletti Architects (Quienten Sutter)

MODIFICATION PROPOSAL TO: **City of Sedro-Wolley**

We propose to perform all changes described in the above request for a total (ADDITION) (~~DEDUCTION~~) to the

Contract sum of: Five hundred nine dollars and fifty-four cents. \$509.54  
State Sales Tax (INCLUDED) (~~EXCLUDED~~)

The amount covers all direct and indirect costs related to the change including effects of the change on the remainder of the project. All other provisions of the contract remain in full effect. Attached are Cost Proposal Detail Sheets. We request and (~~EXTENSION~~) (~~REDUCTION~~) (leave blank if "0" days) of 0 calendar days in the completion time because of this change. We agree to be bound by this proposal for 30 days from signature date.

SUBMITTED BY Levi Evans DATE 3/10/08  
(Contractor's Signature)

DISTRIBUTION (1) signed originals with attached cost breakdown to Quienten Sutter (Carletti Architects)

Returned to Contractor for revision/reevaluation. See comments above/attached

AUTHORIZATION TO: Carletti Architects (Quienten Sutter) recommends acceptance of the foregoing proposal.

RECOMMENDED BY [Signature] DATE 3/10/08

AUTHORIZED BY [Signature] DATE 3-10-08  
(Owner's signature)

As indicated above, the Owner accepts the foregoing proposal and authorizes performance of the changes specified. A Change Order (CO) will follow which includes the MPR amount. Billing cannot be honored for the MPR until issuance of the CO.

DISTRIBUTION After signature, (1) original retained by Owner, (1) original to Architect, (1) original to Contractor

**Project:** Sedro-Woolley Courthouse Expansion  
**Description of Work:** Additional trim in Maps room 112A  
**Owner / Architect:** City of Sedro-Woolley - Carletti Architects

**MPR 053**  
**Job No. 207008**  
**Date: 03/10/08**

**Modification Proposal Request**

| Description                         | Class | Straight Time |       | Overtime |      | Amount |
|-------------------------------------|-------|---------------|-------|----------|------|--------|
|                                     |       | Hrs           | Rate  | Hrs      | Rate |        |
| Operator                            | PM    | 1.00          | 51.50 |          |      | 51.50  |
| carpenter                           | carp  | 5.00          | 48.18 |          |      | 242.50 |
| Use additional sheet if necessary   |       |               |       |          |      |        |
| Labor - Subtotal<br>Mark-Up at 15%  |       |               |       |          |      | 294.00 |
| Labor Total                         |       |               |       |          |      | 44.10  |
| Material Subtotal<br>Mark-Up at 15% |       |               |       |          |      | 130.00 |
| Material Total                      |       |               |       |          |      | 19.50  |
| Material Subtotal<br>Mark-Up at 15% |       |               |       |          |      | 130.00 |
| Material Total                      |       |               |       |          |      | 149.50 |

| Description                           | Coll. Bros. # | Hours Worked | Equip Rate | Oper. Cost | Total Rate | Total Amount |
|---------------------------------------|---------------|--------------|------------|------------|------------|--------------|
|                                       |               |              |            |            |            |              |
| Excavator - Cat312                    |               |              | 35.00      | 9.67       | 44.67      |              |
| Excavator - Standby                   |               |              | 17.50      | 6.25       | 23.75      |              |
| Backhoe - 416 Cat/310 JD              |               |              | 29.00      | 4.95       | 33.95      |              |
| Backhoe - Standby                     |               |              | 14.50      | 6.95       | 21.45      |              |
| Skid-steer loader                     |               |              | 5.10       |            | 5.10       |              |
| Tip truck - crew truck                |               |              | 32.00      |            | 32.00      |              |
| Tip truck - Solo                      |               |              |            |            |            |              |
| Use additional sheet if necessary     |               |              |            |            |            |              |
| Subcontract Subtotal<br>Mark-Up at 8% |               |              |            |            |            | 338.10       |
| Subcontract Total                     |               |              |            |            |            | 338.10       |

| Summary                |  | Amount |
|------------------------|--|--------|
| Labor - Total          |  | 44.10  |
| Equipment - Total      |  | 21.45  |
| Material - Total       |  | 149.50 |
| Subcontract - Total    |  | 338.10 |
| Bonds & Insurance 4.5% |  | 48.60  |
| Total Cost This Change |  | 509.54 |

Notes:

# MODIFICATION PROPOSAL REQUEST

PROJECT **Sedro-Woolley Courtroom/Council Expansion**

TITLE OF CHANGE Hallway/bathroom duct revisions

PROPOSAL NO. 055.1

**REQUEST FOR MODIFICATION:** Colacurcio Brothers Construction Company, Inc. Contractor, THE MAIN CONTRACT with City of Sedro-Woolley dated April 17, 2007 request the changes as outlined below and/or detailed on the attachments.

**ISSUED BY:** Levi Evans - Colacurcio Brothers, Inc.

**DATE ISSUED:** 4/28/08

HALLWAY/BATHROOM DUCT REVISIONS PER CARLETTI ARCHITECTS  
OWNER AGREED TO PAY FOR MATERIALS

DISTRIBUTION via fax/e-mail (1) Colacurcio Brothers Construction (Manley McIntyre) (3) Carletti Architects (Quienten Sutter)

MODIFICATION PROPOSAL TO: **City of Sedro-Wolley**

We propose to perform all changes described in the above request for a total **(ADDITION)** ~~(DEDUCTION)~~ to the

Contract sum of: Three hundred ninety-four dollars and thirty-three cents. \$394.33  
State Sales Tax ~~(INCLUDED)~~ **(EXCLUDED)**

The amount covers all direct and indirect costs related to the change including effects of the change on the remainder of the project. All other provisions of the contract remain in full effect. Attached are Cost Proposal Detail Sheets. We request and **(EXTENSION)** ~~(REDUCTION)~~ (leave blank if "0" days) of 0 calendar days in the completion time because of this change. We agree to be bound by this proposal for 30 days from signature date.

SUBMITTED BY LEE DATE 4/28/08  
(Contractor's Signature)

DISTRIBUTION (1) signed originals with attached cost breakdown to Quienten Sutter (Carletti Architects)

Returned to Contractor for revision/reevaluation. See comments above/attached

**AUTHORIZATION TO:** Carletti Architects (Quienten Sutter) recommends acceptance of the foregoing proposal.

RECOMMENDED BY \_\_\_\_\_ DATE \_\_\_\_\_

AUTHORIZED BY \_\_\_\_\_ DATE \_\_\_\_\_  
(Owner's signature)

As indicated above, the Owner accepts the foregoing proposal and authorizes performance of the changes specified. A Change Order (CO) will follow which includes the MPR amount. Billing cannot be honored for the MPR until issuance of the CO.

DISTRIBUTION After signature, (1) original retained by Owner, (1) original to Architect, (1) original to Contractor

Itemization of Costs

Colacurcio Brothers Construction Co. Inc.

**Project:** Sedro-Woolley Courthouse Expansion  
**Description of Work:** Halfway bathroom duct revisions per Carletti Architects. Materials only  
**Owner / Architect:** City of Sedro-Woolley - Carletti Architects  
**MPR:** 055 /  
**Job No.:** 207008  
**Date:** 04/28/08

**Modification Proposal Request**

| Description                        | Class       | Straight Time |       | Overtime |      | Amount |
|------------------------------------|-------------|---------------|-------|----------|------|--------|
|                                    |             | Hrs           | Rate  | Hrs      | Rate |        |
| Use additional sheet if necessary  | PM operator | 1.00          | 51.50 |          |      | 51.50  |
|                                    |             |               | 49.19 |          |      | 7.73   |
|                                    |             |               | 46.50 |          |      | 59.23  |
| Labor - Subtotal<br>Mark-up at 15% |             |               |       |          |      | 51.50  |
| Labor Total                        |             |               |       |          |      | 7.73   |
| Use additional sheet if necessary  |             |               |       |          |      | 59.23  |

| Description                           | Qty  | Unit | Unit Price | Amount |
|---------------------------------------|------|------|------------|--------|
|                                       |      |      |            |        |
| Use additional sheet if necessary     | 1.00 | LS   | 294.56     | 294.56 |
| Subcontract Subtotal<br>Mark-up at 8% |      |      |            | 294.56 |
| Subcontract Total                     |      |      |            | 318.12 |

| Summary                  |  | Total Amount |
|--------------------------|--|--------------|
| Labor - Total            |  | 59.23        |
| Equipment - Total        |  | 59.23        |
| Material - Total         |  |              |
| Subcontract - Total      |  | 318.12       |
| Bonds & Insurance @ 4.5% |  | 377.36       |
| Total Cost This Proposal |  | 194.33       |

Notes:



# MODIFICATION PROPOSAL REQUEST

PROJECT **Sedro-Woolley Courtroom/Council Expansion**

TITLE OF CHANGE Additional key pad per Eron - Door 65

PROPOSAL NO. 056

**REQUEST FOR MODIFICATION:** Colacurcio Brothers Construction Company, Inc. Contractor, THE MAIN CONTRACT with City of Sedro-Woolley dated April 17, 2007 request the changes as outlined below and/or detailed on the attachments.

**ISSUED BY:** Levi Evans - Colacurcio Brothers, Inc.

**DATE ISSUED:** 3/24/08

ADDITIONAL SECURITY KEY PAD PER ERON - DOOR 65

DISTRIBUTION via fax/e-mail (1) Colacurcio Brothers Construction (Manley McIntyre) (3) Carletti Architects (Quienten Sutter)

MODIFICATION PROPOSAL TO: **City of Sedro-Woolley**

We propose to perform all changes described in the above request for a total (ADDITION) (~~DEDUCTION~~) to the

Contract sum of: Four hundred sixty-eight dollars and thirty-one cents. \$468.31  
State Sales Tax (~~INCLUDED~~) (EXCLUDED)

The amount covers all direct and indirect costs related to the change including effects of the change on the remainder of the project. All other provisions of the contract remain in full effect. Attached are Cost Proposal Detail Sheets. We request and (EXTENSION) (~~REDUCTION~~) (leave blank if "0" days) of 0 calendar days in the completion time because of this change. We agree to be bound by this proposal for 30 days from signature date.

SUBMITTED BY Levi Evans DATE 3/24/08  
(Contractor's Signature)

DISTRIBUTION (1) signed originals with attached cost breakdown to Quienten Sutter (Carletti Architects)

Returned to Contractor for revision/reevaluation. See comments above/attached

**AUTHORIZATION TO:** Carletti Architects (Quienten Sutter) recommends acceptance of the foregoing proposal.

RECOMMENDED BY [Signature] DATE 4/8/08

AUTHORIZED BY [Signature] DATE 4-8-08  
(Owner's signature)

As indicated above, the Owner accepts the foregoing proposal and authorizes performance of the changes specified. A Change Order (CO) will follow which includes the MPR amount. Billing cannot be honored for the MPR until issuance of the CO.

DISTRIBUTION After signature, (1) original retained by Owner, (1) original to Architect, (1) original to Contractor



3930 Meridian Street, Ste C #114  
Bellingham, WA 98226  
Phone: 360-647-9870  
Fax: 360-647-8989



# Fax

|   |                            |
|---|----------------------------|
| <b>To:</b> Colacurcio Brothers Construction | <b>From:</b> Randy Gray    |
| <b>Fax:</b> 332-5079                        | <b>Date:</b> March 8, 2008 |
| <b>Phone:</b> 332-4044                      | <b>Pages:</b> 3            |
| <b>Re:</b> SW Courthouse                    | <b>CC:</b>                 |

Urgent     For Review     Please Comment     Please Reply     Please Recycle

**•Comments**

**Attn: Levi,**

**Here is the change order for the keypad that Eron Berg had requested.**

**Thank you,**

**Randy Gray**

**Scott Electric, Inc.**

**Change Order Cost Breakdown**

Sedro Woolley Courthouse: Add security keypad per Eron Berg instructions.

ELE-21

**1. Direct Labor Costs**

| <u>Trade</u>                          | <u>Wage Rate</u> | <u>Proposed Hours</u> | <u>Costs</u>        |
|---------------------------------------|------------------|-----------------------|---------------------|
| Journeyman                            | \$44.32          |                       | \$ -                |
| Engineering for as-builts             | \$70.00          | 1                     | \$ 70.00            |
| <b>Total Labor Costs</b>              |                  |                       | <b>\$ 70.00</b>     |
| <b>Overhead &amp; Profit on Labor</b> |                  |                       | <b>20% \$ 14.00</b> |

**2. Direct Material Costs**

| <u>Description</u>                       | <u>Quantity</u> | <u>Unit Cost</u> | <u>Cost</u> |
|--|-----------------|------------------|-------------|
|  |                 |                  | \$ -        |
|  |                 |                  | \$ -        |
|  |                 |                  | \$ -        |
|  |                 |                  | \$ -        |
|  |                 |                  | \$ -        |
|  |                 |                  | \$ -        |
|  |                 |                  | \$ -        |
|  |                 |                  | \$ -        |
|  |                 |                  | \$ -        |
|  |                 |                  | \$ -        |
|  |                 |                  | \$ -        |
|  |                 |                  | \$ -        |
|  |                 |                  | \$ -        |
|  |                 |                  | \$ -        |
|  |                 |                  | \$ -        |
| <b>Total Material Cost</b>               |                 |                  | <b>\$ -</b> |
| <b>Overhead &amp; Profit on Material</b> |                 | <b>15%</b>       | <b>\$ -</b> |

**3. Prime Subcontractors Proposals**

| <u>Name</u>       | <u>Cost</u> |
|-------------------|-------------|
| Guardian Security | \$ 215.83   |
|                   | \$ -        |
|                   | \$ -        |

|                                     |            |                  |
|-------------------------------------|------------|------------------|
| <b>Total Cost of Subcontractors</b> |            | <b>\$ 215.83</b> |
| <b>4. Subcontractor markup</b>      |            | <b>\$ 32.37</b>  |
| <b>5. Subtotal</b>                  | <b>15%</b> | <b>\$ 332.20</b> |

**Total cost of Proposed Estimate Without Sales Tax** \$ 332.20

**Total cost of Proposed Estimate With Sales Tax** \$ 360.11

Door 65

**GUARDIAN SECURITY**

Seattle - Tacoma - Poulsbo - Bellingham

**Sales Proposal**

Office Address: 1501 Kentucky St, Bellingham, WA 98229 1-800-366-1005 FAX 360-715-9008  
Billing Address: PO Box 3766, Seattle, WA 98124-3766 1-800-282-6998 FAX 206-341-9928

Quote #16915 Sales Consultant: Rich Carter Proposal Date: 02/14/2008

Proposed To: Randy  
Scott Electric  
3930 Meridian Street Suite C #114  
Bellingham, WA 98226  
Phone 360-647-9870

Site Info:  
Sedro-Woolley Court  
220 Munro ST.  
Sedro-Woolley, WA 98284

**SCOPE OF WORK:**

- 1. Install keypad as per Eron Berg Installation Requirement

| Qty | Product ID | Product Description          |
|-----|------------|------------------------------|
| 1   | FA570KP    | Keypad,                      |
|     |            | Installed Subtotal: \$215.83 |

Price DOES NOT include any sales tax. Guardian Security will honor the above pricing for 30 days from proposal date. In addition, typical warranty for parts & labor furnished is 12 months. Further details regarding this are specified in the contract to be signed at award of job. Finally, start of job is dependent upon parts & labor availability. Further coordination on start date required.

Date Guardian Security Agent Signature:

Date Customer Signature:

**NOTE:** This proposal and any drawings(s) produced by Guardian Security, are proprietary information and any disclosure to any other party is strictly prohibited.

Thanks Rich Carter 360-224-6257

# MODIFICATION PROPOSAL REQUEST

PROJECT **Sedro-Woolley Courtroom/Council Expansion**

TITLE OF CHANGE Additional wheel stops

PROPOSAL NO. 057

**REQUEST FOR MODIFICATION:** Colacurcio Brothers Construction Company, Inc. Contractor, THE MAIN CONTRACT with City of Sedro-Woolley dated April 17, 2007 request the changes as outlined below and/or detailed on the attachments.

**ISSUED BY:** Levi Evans - Colacurcio Brothers, Inc.

**DATE ISSUED:** 3/24/08

ADDITIONAL WHEEL STOPS

DISTRIBUTION via fax/e-mail (1) Colacurcio Brothers Construction (Manley McIntyre) (3) Carletti Architects (Quienten Sutter)

MODIFICATION PROPOSAL TO: **City of Sedro-Wolley**

We propose to perform all changes described in the above request for a total (ADDITION) (~~DEDUCTION~~) to the

Contract sum of: One hundred eighty dollars and thirty-nine cents. \$180.39  
State Sales Tax (~~INCLUDED~~) (**EXCLUDED**)

The amount covers all direct and indirect costs related to the change including effects of the change on the remainder of the project. All other provisions of the contract remain in full effect. Attached are Cost Proposal Detail Sheets. We request and (~~EXTENSION~~) (**REDUCTION**) (leave blank if "0" days) of 0 calendar days in the completion time because of this change. We agree to be bound by this proposal for 30 days from signature date.

SUBMITTED BY Levi Evans DATE 3/24/08  
(Contractor's Signature)

DISTRIBUTION (1) signed originals with attached cost breakdown to Quienten Sutter (Carletti Architects)

Returned to Contractor for revision/reevaluation. See comments above/attached

AUTHORIZATION TO: Carletti Architects (Quienten Sutter) recommends acceptance of the foregoing proposal.

RECOMMENDED BY [Signature] DATE 4/8/08

AUTHORIZED BY [Signature] DATE 4-8-08  
(Owner's signature)

As indicated above, the Owner accepts the foregoing proposal and authorizes performance of the changes specified. A Change Order (CO) will follow which includes the MPR amount. Billing cannot be honored for the MPR until issuance of the CO.

DISTRIBUTION After signature, (1) original retained by Owner, (1) original to Architect, (1) original to Contractor

**Project:** Sedro-Woolley Courthouse Expansion  
**Description of Work:** Add for extra wheel stops  
**Owner / Architect:** City of Sedro-Woolley - Carletti Architects

**Modification Proposal Request**

**MPR 057**  
**Job No. 207008**  
**Date: 03/24/08**

| Description                       | Class    | Straight Time |       | Overtime |      | Amount |
|-----------------------------------|----------|---------------|-------|----------|------|--------|
|                                   |          | Hrs           | Rate  | Hrs      | Rate |        |
| view and Process                  | PM       | 1.00          | 51.50 |          |      | 51.50  |
| erator                            | operator |               | 49.19 |          |      |        |
| printer                           | carp     |               | 48.50 |          |      |        |
| Use additional sheet if necessary |          |               |       |          |      |        |
| Labor - Subtotal                  |          |               |       |          |      | 51.50  |
| Mark-Up at 15%                    |          |               |       |          |      | 7.73   |
| Labor Total                       |          |               |       |          |      | 59.23  |

| Description          | Coda. Bros. # | Hours Worked | Equip Rate | Oper. Cost | Total Rate | Total Amount |
|----------------------|---------------|--------------|------------|------------|------------|--------------|
|                      |               |              |            |            |            |              |
| avator - Standby     |               |              | 17.50      |            | 17.50      |              |
| hoe - 416 Cat/310 JD |               |              | 29.00      | 6.25       | 36.25      |              |
| hoe - Standby        |               |              | 14.50      |            | 14.50      |              |
| -up - crew truck     |               |              | 5.10       | 4.95       | 10.05      |              |
| ip truck - Solo      |               |              | 32.00      | 6.95       | 38.95      |              |

| Description                       | Quantity | Unit | Unit Price | Amount |
|-----------------------------------|----------|------|------------|--------|
|                                   |          |      |            |        |
| Kamps                             | 1.00     | LS   | 15.00      | 15.00  |
| Use additional sheet if necessary |          |      |            |        |
| Subcontract Subtotal              |          |      |            | 105.00 |
| Mark-Up at 8%                     |          |      |            | 8.40   |
| Subcontract Total                 |          |      |            | 113.40 |

| Summary                |        | Total Cost This Change |  |
|------------------------|--------|------------------------|--|
| Labor - Total          | 59.23  |                        |  |
| Equipment - Total      |        |                        |  |
| Material - Total       |        |                        |  |
| Subcontract - Total    | 113.40 |                        |  |
| Bonds & Insurance 4.5% | 172.63 |                        |  |
| Subtotal               | 113.40 |                        |  |
| Total Cost This Change | 7.77   |                        |  |
|                        | 180.39 |                        |  |



# Kamps

PAINTING COMPANY

INCORPORATED

Lic. # KAMPSPC0940T

606 Loomis Trail Rd.

Lynden, WA 98264

(360)354-5513 734-7893 fax (360)354-8204

## Invoice

|           |           |
|-----------|-----------|
| DATE      | INVOICE # |
| 3/14/2008 | 4517      |

|  |
|--|
| <b>BILL TO</b>   |
| Colacurcio Bros Construction<br>3287 H St<br>Blaine,<br>WA 98230 |

|                         |
|-------------------------|
| <b>PROJECT</b>          |
| Sedro Woolley City Hall |

| ITEM | DESCRIPTION  | QUANTITY       | PRICE | AMOUNT               |
|------|--|----------------|-------|----------------------|
| 1    | On Site<br>Layout and Stripe Lot, Including 32 Stalls, 1- 8'<br>Hash and 2 White on Blue HC Stencils |                |       |                      |
| 3    | Supply and Install Wheel Stops   | 2 <del>9</del> | 45.00 | <del>405.00</del> 90 |
| 4    | Install Owner Supplied Wheel Stops   | 1              | 15.00 | 15.00                |

RECEIVED  
MAR 17 2008  
BY: \_\_\_\_\_

|  |              |
|--|--------------|
| Terms: Accounts due upon completion of work. Past due accounts 1-1/2% per month plus legal fees & cost collection. | <b>Total</b> |
|--|--------------|

# MODIFICATION PROPOSAL REQUEST

PROJECT **Sedro-Woolley Courtroom/Council Expansion**

TITLE OF CHANGE Additional trim and cabinet modifications

PROPOSAL NO. 058

**REQUEST FOR MODIFICATION:** Colacurcio Brothers Construction Company, Inc. Contractor, THE MAIN CONTRACT with City of Sedro-Woolley dated April 17, 2007 request the changes as outlined below and/or detailed on the attachments.

**ISSUED BY:** Levi Evans - Colacurcio Brothers, Inc.

**DATE ISSUED:** 3/24/08

Additional labor for running trim and cabinet modifications in Rm. 177  
• (2) upper cabinet modifications & (3) cabinet door modifications

DISTRIBUTION via fax/e-mail (1) Colacurcio Brothers Construction (Manley McIntyre) (3) Carletti Architects (Quienten Sutter)

MODIFICATION PROPOSAL TO: **City of Sedro-Wolley**

We propose to perform all changes described in the above request for a total (ADDITION) (~~DEDUCTION~~) to the

Contract sum of: Nine hundred twenty-eight dollars and sixty-five cents. \$928.65 620.15  
State Sales Tax (~~INCLUDED~~) (EXCLUDED)

The amount covers all direct and indirect costs related to the change including effects of the change on the remainder of the project. All other provisions of the contract remain in full effect. Attached are Cost Proposal Detail Sheets. We request and (~~EXTENSION~~) (REDUCTION) (leave blank if "0" days) of 0 calendar days in the completion time because of this change. We agree to be bound by this proposal for 30 days from signature date.

SUBMITTED BY Levi Evans DATE 3/24/08  
(Contractor's Signature)

DISTRIBUTION (1) signed originals with attached cost breakdown to Quienten Sutter (Carletti Architects)

Returned to Contractor for revision/reevaluation. See comments above/attached

**AUTHORIZATION TO:** Carletti Architects (Quienten Sutter) recommends acceptance of the foregoing proposal.

RECOMMENDED BY [Signature] DATE 4/8/08

AUTHORIZED BY [Signature] DATE 4-8-08  
(Owner's signature)

As indicated above, the Owner accepts the foregoing proposal and authorizes performance of the changes specified. A Change Order (CO) will follow which includes the MPR amount. Billing cannot be honored for the MPR until issuance of the CO.

DISTRIBUTION After signature, (1) original retained by Owner, (1) original to Architect, (1) original to Contractor

Project: Sedro-Woolley Courthouse Expansion  
 Description of Work: Additional running trim  
 Owner / Architect: City of Sedro-Woolley - Carletti Architects

Modification Proposal Request

MPR 058  
 Job No. 207008  
 Date: 03/24/08

| Description                       | Class    | Straight Time |       | Overtime |      | Amount |
|-----------------------------------|----------|---------------|-------|----------|------|--------|
|                                   |          | Hrs           | Rate  | Hrs      | Rate |        |
| view and Process                  | PM       | 1.00          | 51.50 |          |      | 51.50  |
| frailor                           | operator |               | 48.19 |          |      |        |
| penler                            | carp     |               | 48.50 |          |      |        |
| Use additional sheet if necessary |          |               |       |          |      |        |
| Labor - Subtotal                  |          |               |       |          |      | 51.50  |
| Mark-Up at 15%                    |          |               |       |          |      | 7.73   |
| Labor Total                       |          |               |       |          |      | 59.23  |

| Description                       | Quantity | Unit | Unit Price | Amount |
|-----------------------------------|----------|------|------------|--------|
|                                   |          |      |            |        |
| Use additional sheet if necessary |          |      |            |        |
| Material Subtotal                 |          |      |            |        |
| Mark-Up at 15%                    |          |      |            |        |
| Material Total                    |          |      |            |        |

| Description                       | Quantity | Unit | Unit Price | Amount |
|-----------------------------------|----------|------|------------|--------|
|                                   |          |      |            |        |
| Use additional sheet if necessary |          |      |            |        |
| Subcontract Subtotal              |          |      |            | 503.50 |
| Mark-Up at 8%                     |          |      |            | 40.38  |
| Subcontract Total                 |          |      |            | 543.88 |

| Summary                |        |
|------------------------|--------|
| Labor - Total          | 59.23  |
| Equipment - Total      |        |
| Material - Total       |        |
| Subcontract - Total    | 543.88 |
| Bonds & Insurance 4.5% | 27.14  |
| Total Cost This Change | 630.15 |

Powell Construction  
1673 Sudden Valley  
Bellevue, WA 98229

*LEVI 6*

|              |              |
|--------------|--------------|
| Phone #      | Fax #        |
| 360-201-6132 | 360-734-2392 |

# Invoice

|           |           |
|-----------|-----------|
| Date      | Invoice # |
| 3/12/2008 | 2602      |

|  |
|--|
| B# To  |
| Colacurcio Brother's Construction, Inc.<br>3287 "H" Street Road<br>Baino, WA 98230 |

|                   |
|-------------------|
| Job Address/Lot # |
|                   |

|          |                |
|----------|----------------|
| P.O. No. | Terms          |
|          | Due on receipt |

| Quantity     | Description                       | Rate  | Amount            |
|--------------|-----------------------------------|-------|-------------------|
| 3.5          | lobby baseboard                   | 47.00 | 164.50            |
| 5            | scribe trim on fireplace          | 47.00 | 235.00            |
| 3            | replace trim on police lobby door | 47.00 | 141.00            |
| 5            | police reception window           | 47.00 | 235.00            |
| 2            | elevator door wraps               | 47.00 | 94.00             |
| 9.5          | cabinet to-build                  | 47.00 | 446.50            |
| 1.5          | mirror wraps                      | 47.00 | 70.50             |
| <b>Total</b> |                                   |       | <b>\$1,386.50</b> |

# MODIFICATION PROPOSAL REQUEST

PROJECT **Sedro-Woolley Courtroom/Council Expansion**

TITLE OF CHANGE Additional receptacle and controller

PROPOSAL NO. 059

**REQUEST FOR MODIFICATION:** Colacurcio Brothers Construction Company, Inc. Contractor, THE MAIN CONTRACT with City of Sedro-Woolley dated April 17, 2007 request the changes as outlined below and/or detailed on the attachments.

**ISSUED BY:** Levi Evans - Colacurcio Brothers, Inc.

**DATE ISSUED:** 3/24/08

ADDITIONAL RECEPTACLE FOR 2<sup>ND</sup> FLOOR WATER COOLER AND CONTROLLER FOR PROJECTION SCREEN

DISTRIBUTION via fax/e-mail (1) Colacurcio Brothers Construction (Manley McIntyre) (3) Carletti Architects (Quienten Sutter)

MODIFICATION PROPOSAL TO: **City of Sedro-Wolley**

We propose to perform all changes described in the above request for a total (ADDITION) (~~DEDUCTION~~) to the

Contract sum of: Five hundred twenty-three dollars and fifty-six cents. \$523.56  
State Sales Tax (INCLUDED) (~~EXCLUDED~~)

The amount covers all direct and indirect costs related to the change including effects of the change on the remainder of the project. All other provisions of the contract remain in full effect. Attached are Cost Proposal Detail Sheets. We request and (~~EXTENSION~~) (~~REDUCTION~~) (leave blank if "0" days) of 0 calendar days in the completion time because of this change. We agree to be bound by this proposal for 30 days from signature date.

SUBMITTED BY Levi Evans DATE 3/24/08  
(Contractor's Signature)

DISTRIBUTION (1) signed originals with attached cost breakdown to Quienten Sutter (Carletti Architects)

[ ] Returned to Contractor for revision/reevaluation. See comments above/attached

**AUTHORIZATION TO:** Carletti Architects (Quienten Sutter) recommends acceptance of the foregoing proposal.

RECOMMENDED BY [Signature] DATE 4/8/08

AUTHORIZED BY [Signature] DATE 4-8-08  
(Owner's signature)

As indicated above, the Owner accepts the foregoing proposal and authorizes performance of the changes specified. A Change Order (CO) will follow which includes the MPR amount. Billing cannot be honored for the MPR until issuance of the CO.

DISTRIBUTION After signature, (1) original retained by Owner, (1) original to Architect, (1) original to Contractor

**Project:** Sedro-Woolley Courthouse Expansion  
**Description of Work:** Additional receptacle for the 2nd floor water cooler & controller for projection screen  
**Owner / Architect:** City of Sedro-Woolley - Carletti Architects

**MPR 059**  
**Job No. 207008**  
**Date: 03/24/08**

| Description                        | Class    | Straight Time |            | Overtime                              |        | Amount |
|------------------------------------|----------|---------------|------------|---------------------------------------|--------|--------|
|                                    |          | Hrs           | Rate       | Hrs                                   | Rate   |        |
| view and Process                   | PM       | 1.00          | 51.50      |                                       |        | 51.50  |
| erator                             | operator |               | 48.19      |                                       |        |        |
| printer                            | carp     |               | 48.50      |                                       |        |        |
| Use additional sheet if necessary  |          |               |            |                                       |        |        |
| Labor - Subtotal<br>Mark-Up at 15% |          |               |            |                                       |        | 51.50  |
| Labor Total                        |          |               |            |                                       |        | 7.73   |
|                                    |          |               |            |                                       |        | 59.23  |
| <b>Subcontractors</b>              |          |               |            |                                       |        |        |
| Description                        | Quantity | Unit          | Unit Price | Amount                                |        |        |
| Scott                              | 1.00     | LS            | 409.06     | 409.06                                |        |        |
| Use additional sheet if necessary  |          |               |            | Subcontract Subtotal<br>Mark-Up at 8% | 409.06 |        |
|                                    |          |               |            | Subcontract Total                     | 32.72  |        |
|                                    |          |               |            | <b>441.78</b>                         |        |        |
| <b>Summary</b>                     |          |               |            |                                       |        |        |
| Labor - Total                      |          |               |            | 59.23                                 |        |        |
| Equipment - Total                  |          |               |            |                                       |        |        |
| Material - Total                   |          |               |            |                                       |        |        |
| Subcontract - Total                |          |               |            | 441.78                                |        |        |
| Bonds & Insurance 4.5%             |          |               |            | 501.01                                |        |        |
| Total Cost This Change             |          |               |            | 22.55                                 |        |        |
|                                    |          |               |            | <b>523.56</b>                         |        |        |

### Scott Electric, Inc.

#### Change Order Cost Breakdown

Sedro Woolley Courthouse: Add receptacle for water cooler & controller for projection screen

ELE-22

**1. Direct Labor Costs**

| Trade                      | Wage Rate | Proposed<br>Hours | Costs     |    |        |
|----------------------------|-----------|-------------------|-----------|----|--------|
| Journeyman                 | \$44.32   | 5                 | \$ 221.60 |    |        |
| Engineering for as-builts  | \$70.00   | 1                 | \$ 70.00  |    |        |
| Total Labor Costs          |           |                   |           | \$ | 291.60 |
| Overhead & Profit on Labor |           |                   | 20%       | \$ | 58.32  |

**2. Direct Material Costs**

| Description                   | Quantity | Unit Cost | Cost     |    |       |
|-------------------------------|----------|-----------|----------|----|-------|
| 4sq. Box                      | 2        | 1.31      | \$ 2.62  |    |       |
| 4sq. Blank                    | 1        | 0.48      | \$ 0.48  |    |       |
| 1/2" flex                     | 15       | 0.25      | \$ 3.75  |    |       |
| flex conn                     | 4        | 0.35      | \$ 1.40  |    |       |
| #12 thhn cu wire              | 50-ft    | 0.21      | \$ 10.50 |    |       |
| receptacle & cover            | 1ea.     | 2.15      | \$ 2.15  |    |       |
| s/g mudring                   | 1        | 0.68      | \$ 0.68  |    |       |
| straps & screws               | 6ea.     | 0.1       | \$ 0.60  |    |       |
| wirenuts                      | 8        | 0.09      | \$ 0.72  |    |       |
| ground pigtails               | 2        | 0.18      | \$ 0.36  |    |       |
| yellow fork terminals         | 4        | 0.15      | \$ 0.60  |    |       |
|                               |          |           | \$ -     |    |       |
| Total Material Cost           |          |           |          | \$ | 23.86 |
| Overhead & Profit on Material |          |           | 15%      | \$ | 3.58  |

**3. Prime Subcontractors Proposals**

| Name | Cost |
|------|------|
|      | \$ - |
|      | \$ - |
|      | \$ - |

|                              |     |    |        |
|------------------------------|-----|----|--------|
| Total Cost of Subcontractors |     | \$ | -      |
| 4. Subcontractor markup      |     | \$ | -      |
| 5. Subtotal                  | 15% | \$ | 377.36 |

**Total cost of Proposed Estimate Without Sales Tax** \$ 377.36

**Total cost of Proposed Estimate With Sales Tax** \$ 409.06

# MODIFICATION PROPOSAL REQUEST

PROJECT **Sedro-Woolley Courtroom/Council Expansion**

TITLE OF CHANGE Add 208 volt wiring to condensation pumps

PROPOSAL NO. 060

**REQUEST FOR MODIFICATION:** Colacurcio Brothers Construction Company, Inc. Contractor, THE MAIN CONTRACT with City of Sedro-Woolley dated April 17, 2007 request the changes as outlined below and/or detailed on the attachments.

**ISSUED BY:** Levi Evans - Colacurcio Brothers, Inc.

**DATE ISSUED:** 3/28/08

Add 208 volt wiring to condensation pumps on (2) split system units. The condensation pumps are an accessory to the split systems called out on M1.1 note 1 (little giant condensate pump). These pumps cannot be wired directly to the split systems and therefore needs a separate power source. No power source is called out for these pump on any electrical drawing.

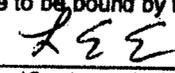
**DISTRIBUTION** via fax/e-mail (1) Colacurcio Brothers Construction (Manley McIntyre) (3) Carletti Architects (Quienten Sutter)

**MODIFICATION PROPOSAL TO:** City of Sedro-Wolley

We propose to perform all changes described in the above request for a total **(ADDITION)** ~~(DEDUCTION)~~ to the

Contract sum of: Eight hundred forty-one dollars and one cent. \$841.01  
State Sales Tax **(INCLUDED)** ~~(EXCLUDED)~~

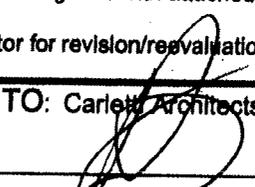
The amount covers all direct and indirect costs related to the change including effects of the change on the remainder of the project. All other provisions of the contract remain in full effect. Attached are Cost Proposal Detail Sheets. We request and **(EXTENSION)** ~~(REDUCTION)~~ (leave blank if "0" days) of 0 calendar days in the completion time because of this change. We agree to be bound by this proposal for 30 days from signature date.

SUBMITTED BY  DATE 3/28/08  
(Contractor's Signature)

**DISTRIBUTION** (1) signed originals with attached cost breakdown to Quienten Sutter (Carletti Architects)

Returned to Contractor for revision/reevaluation. See comments above/attached

**AUTHORIZATION TO:** Carletti Architects (Quienten Sutter) recommends acceptance of the foregoing proposal.

RECOMMENDED BY  DATE 4/8/08

AUTHORIZED BY  DATE 4-8-08  
(Owner's signature)

As indicated above, the Owner accepts the foregoing proposal and authorizes performance of the changes specified. A Change Order (CO) will follow which includes the MPR amount. Billing cannot be honored for the MPR until issuance of the CO.

**DISTRIBUTION** After signature, (1) original retained by Owner, (1) original to Architect, (1) original to Contractor

**Project:** Sedro-Woolley Courthouse Expansion  
**Description of Work:** Add 208 volt wiring to condensation pumps  
**Owner / Architect:** City of Sedro-Woolley - Carletti Architects  
**MPR 060**  
**Job No. 207008**  
**Date: 03/24/08**

**Modification Proposal Request**

| Description                       | Class    | Straight Time |            | Overtime |      | Amount | Quantity | Unit | Unit Price | Amount |
|-----------------------------------|----------|---------------|------------|----------|------|--------|----------|------|------------|--------|
|                                   |          | hrs           | Rate       | Hrs      | Rate |        |          |      |            |        |
| view and Process                  | PM       | 1.00          | 51.50      |          |      | 51.50  |          | LS   |            |        |
| operator                          | operator |               | 49.19      |          |      |        |          |      |            |        |
| penner                            | carp     |               | 48.50      |          |      |        |          |      |            |        |
| Use additional sheet if necessary |          |               |            |          |      | 51.50  |          |      |            |        |
| Labor - Subtotal                  |          |               |            |          |      | 7.73   |          |      |            |        |
| Mark-Up at 15%                    |          |               |            |          |      | 59.23  |          |      |            |        |
| Labor Total                       |          |               |            |          |      |        |          |      |            |        |
| <b>Subcontractors</b>             |          |               |            |          |      |        |          |      |            |        |
| Description                       | Quantity | Unit          | Unit Price | Amount   |      |        |          |      |            |        |
| Scott                             | 1.00     | LS            | 690.34     | 690.34   |      |        |          |      |            |        |
| Use additional sheet if necessary |          |               |            |          |      |        |          |      |            |        |
| Subcontract Subtotal              |          |               |            | 690.34   |      |        |          |      |            |        |
| Mark-Up at 8%                     |          |               |            | 55.23    |      |        |          |      |            |        |
| Subcontract Total                 |          |               |            | 745.57   |      |        |          |      |            |        |
| <b>Summary</b>                    |          |               |            |          |      |        |          |      |            |        |
| Labor - Total                     |          |               |            | 59.23    |      |        |          |      |            |        |
| Equipment - Total                 |          |               |            |          |      |        |          |      |            |        |
| Material - Total                  |          |               |            |          |      |        |          |      |            |        |
| Subcontract - Total               |          |               |            | 745.57   |      |        |          |      |            |        |
| Bonds & Insurance 4.5%            |          |               |            | 804.79   |      |        |          |      |            |        |
| Total Cost This Change            |          |               |            | 36.22    |      |        |          |      |            |        |
|                                   |          |               |            | 841.01   |      |        |          |      |            |        |

### Scott Electric, Inc.

#### Change Order Cost Breakdown

Sedro Woolley Courthouse: Add 208 volt wiring to condensation pumps on (2) split system units  
ELE-23

**1. Direct Labor Costs**

| Trade                      | Wage Rate | Proposed<br>Hours | Costs        |
|----------------------------|-----------|-------------------|--------------|
| Journeyman                 | \$44.32   | 7                 | \$ 310.24    |
| Engineering for as-builts  | \$70.00   | 1                 | \$ 70.00     |
| Total Labor Costs          |           |                   | \$ 380.24    |
| Overhead & Profit on Labor |           |                   | 20% \$ 76.05 |

**2. Direct Material Costs**

| Description                   | Quantity | Unit Cost | Cost         |
|-------------------------------|----------|-----------|--------------|
| 6x6x4 nema 1 j-box            | 1        | 13.71     | \$ 13.71     |
| 4x4x12 nema 1 gutter w/ends   | 1        | 23.64     | \$ 23.64     |
| 3/4" flex                     | 12       | 0.36      | \$ 3.75      |
| flex conn                     | 5        | 0.45      | \$ 2.25      |
| #12 thhn cu wire              | 40-ft    | 0.21      | \$ 8.40      |
| A-B fuse holders              | 4        | 14.88     | \$ 59.52     |
| 1/2amp class cc fuses         | 4        | 8.74      | \$ 34.96     |
| straps, screws, anchors       | 10       | 0.17      | \$ 1.70      |
| wirenuts                      | 6        | 0.09      | \$ 0.54      |
| ground pigtails               | 2        | 0.18      | \$ 0.36      |
| yellow fork terminals         | 4        | 0.15      | \$ 0.60      |
| A-B 199DR1 rail               | 1        | 7.58      | \$ 7.58      |
| Total Material Cost           |          |           | \$ 157.01    |
| Overhead & Profit on Material |          |           | 15% \$ 23.55 |

**3. Prime Subcontractors Proposals**

| Name | Cost |
|------|------|
|      | \$ - |
|      | \$ - |
|      | \$ - |

|  |     |                  |
|--|-----|------------------|
| Total Cost of Subcontractors                             |     | \$ -             |
| 4. Subcontractor markup                                  |     | \$ -             |
| 5. Subtotal  | 15% | \$ 636.85        |
| <b>Total cost of Proposed Estimate Without Sales Tax</b> |     | <u>\$ 636.85</u> |
| <b>Total cost of Proposed Estimate With Sales Tax</b>    |     | <u>\$ 690.34</u> |

FW: [Fwd: (Fwd) RE: (Fwd) RFI 66 Cooling unit pump power supply]

**Subject:** FW: [Fwd: (Fwd) RE: (Fwd) RFI 66 Cooling unit pump power supply]

**From:** "Scott Chritton" <[scott@rh-mechanical.com](mailto:scott@rh-mechanical.com)>

**Date:** Tue, 18 Mar 2008 16:59:34 -0700

**To:** "Levi Evans" (E-mail) <[l.evans@colacurciobrothers.com](mailto:l.evans@colacurciobrothers.com)>

The installation instructions of both the scheduled Daikin units do not have a factory electrical connection for an auxillary condensate pump. The Fujitsu units installed are the same. The pump needs power and it needs to be fused, but we are not going to cut into the indoor units power source to provide power. This is out of our scope of work and must be done by a licenced electrical contractor. If the indoor unit had factory designated electrical terminals for an accessory condensate pump provide and tested by them, we might be able to provide the power from there. This is not the case.

Thank you,

Scott Chritton

-----Original Message-----

**From:** Tim Post [<mailto:t.post@colacurciobrothers.com>]

**Sent:** Wednesday, March 12, 2008 1:35 PM

**To:** randy gray

**Cc:** Brad Hugo; [Scott@RH-Mechanical.com](mailto:Scott@RH-Mechanical.com)

**Subject:** [Fwd: (Fwd) RE: (Fwd) RFI 66 Cooling unit pump power supply]

Please see attached .

I believe this response makes it the responsibility of R/H to hook up the power to the condensation pump.

Please do so ASAP.

Thanks,  
Tim

\_\_\_\_\_ NOD32 2942 (20080312) Information \_\_\_\_\_

This message was checked by NOD32 antivirus system.  
<http://www.eset.com>

# MODIFICATION PROPOSAL REQUEST

PROJECT Sedro-Woolley Courtroom/Council Expansion

TITLE OF CHANGE P-lam revision per Owner

PROPOSAL NO. 062

REQUEST FOR MODIFICATION: Colacurcio Brothers Construction Company, Inc. Contractor, THE MAIN CONTRACT with City of Sedro-Woolley dated April 17, 2007 request the changes as outlined below and/or detailed on the attachments.

ISSUED BY: Levi Evans - Colacurcio Brothers, Inc.

DATE ISSUED: 3/24/08

PLASTIC LAMINATE REVISIONS PER OWNER

DISTRIBUTION via fax/e-mail (1) Colacurcio Brothers Construction (Manley McIntyre) (3) Carletti Architects (Quienten Sutter)

MODIFICATION PROPOSAL TO: City of Sedro-Wolley

We propose to perform all changes described in the above request for a total (ADDITION) (~~DEDUCTION~~) to the

Contract sum of: Two thousand one hundred twenty-eight dollars and twent-two cents. \$2,128.22  
State Sales Tax (~~INCLUDED~~) (EXCLUDED)

The amount covers all direct and indirect costs related to the change including effects of the change on the remainder of the project. All other provisions of the contract remain in full effect. Attached are Cost Proposal Detail Sheets. We request and (~~EXTENSION~~) (REDUCTION) (leave blank if "0" days) of 0 calendar days in the completion time because of this change. We agree to be bound by this proposal for 30 days from signature date.

SUBMITTED BY Levi Evans DATE 3/24/08  
(Contractor's Signature)

DISTRIBUTION (1) signed originals with attached cost breakdown to Quienten Sutter (Carletti Architects)

Returned to Contractor for revision/reevaluation. See comments above/attached

AUTHORIZATION TO: Carletti Architects (Quienten Sutter) recommends acceptance of the foregoing proposal.

RECOMMENDED BY \_\_\_\_\_ DATE \_\_\_\_\_

AUTHORIZED BY \_\_\_\_\_ DATE \_\_\_\_\_  
(Owner's signature)

As indicated above, the Owner accepts the foregoing proposal and authorizes performance of the changes specified. A Change Order (CO) will follow which includes the MPR amount. Billing cannot be honored for the MPR until issuance of the CO.

DISTRIBUTION After signature, (1) original retained by Owner, (1) original to Architect, (1) original to Contractor

**Sedro-Woolley Courthouse Expansion**  
 P-Iam revisions per Owner

**Modification Proposal Request**

Project: **Sedro-Woolley Courthouse Expansion**  
 Description of Work: **P-Iam revisions per Owner**  
 Owner / Architect: **City of Sedro-Woolley - Carletti Architects**

MPR **062**  
 Job No. **207008**  
 Date: **03/24/08**

| Description                       | Class         | Straight Time |            | Overtime   |            | Amount       | Unit     | Quantity | Unit Price | Amount |  |
|-----------------------------------|---------------|---------------|------------|------------|------------|--------------|----------|----------|------------|--------|--|
|                                   |               | Hrs           | Rate       | Hrs        | Rate       |              |          |          |            |        |  |
| view and Process                  | PM            | 1.00          | 51.50      |            |            | 51.50        | LS       |          |            |        |  |
| erator                            | operator      |               | 48.19      |            |            |              | LS       |          |            |        |  |
| printer                           | carp          |               | 48.50      |            |            |              |          |          |            |        |  |
| Use additional sheet if necessary |               |               |            |            |            |              | 51.50    |          |            |        |  |
| Labor - Subtotal                  |               |               |            |            |            |              | 7.73     |          |            |        |  |
| Mark-Up at 15%                    |               |               |            |            |            |              | 59.23    |          |            |        |  |
| Labor Total                       |               |               |            |            |            |              |          |          |            |        |  |
| <b>Subcontractors</b>             |               |               |            |            |            |              |          |          |            |        |  |
| Description                       | Coll. Broc. # | Hours Worked  | Equip Rate | Oper. Cost | Total Rate | Total Amount | Unit     | Quantity | Unit Price | Amount |  |
| avator - Cat312                   |               |               | 35.00      | 9.67       | 44.67      |              |          |          |            |        |  |
| avator - Standby                  |               |               | 17.50      |            | 17.50      |              |          |          |            |        |  |
| hoe - 416 Cat310 JD               |               |               | 29.00      | 6.25       | 35.25      |              |          |          |            |        |  |
| hoe - Standby                     |               |               | 14.50      |            | 14.50      |              |          |          |            |        |  |
| -up - crew truck                  |               |               | 5.10       | 4.95       | 10.05      |              |          |          |            |        |  |
| ip truck - Solo                   |               |               | 32.00      | 6.95       | 38.95      |              |          |          |            |        |  |
| Use additional sheet if necessary |               |               |            |            |            |              |          |          |            |        |  |
| Subcontract Subtotal              |               |               |            |            |            |              | 1,830.88 |          |            |        |  |
| Mark-Up at 8%                     |               |               |            |            |            |              | 146.47   |          |            |        |  |
| Subcontract Total                 |               |               |            |            |            |              | 1,977.35 |          |            |        |  |
| <b>Summary</b>                    |               |               |            |            |            |              |          |          |            |        |  |
| Labor - Total                     |               |               |            |            |            |              | 59.23    |          |            |        |  |
| Equipment - Total                 |               |               |            |            |            |              |          |          |            |        |  |
| Material - Total                  |               |               |            |            |            |              | 1,977.35 |          |            |        |  |
| Subcontract - Total               |               |               |            |            |            |              | 2,036.58 |          |            |        |  |
| Bonds & Insurance 4.5%            |               |               |            |            |            |              | 91.65    |          |            |        |  |
| Total Cost This Change            |               |               |            |            |            |              | 2,128.22 |          |            |        |  |



12514 227th Ave S.E. \* Monroe, WA 98272  
 Phone/Cell: 425-359-6130 \* Fax: 800-243-3506  
 Web: mattisonmartinoli.com

# Invoice

|          |           |
|----------|-----------|
| Date     | Invoice # |
| 2/1/2008 | 10462     |

|   |
|---|
| Bill To   |
| COLACURCIO BROTHERS<br>3287 h street road<br>blaine, wa 98230 |

|  |
|--|
| Ship To  |
| SEDRO-WOOLEY COUNCIL/COURTHOUSE EXPANSION<br>220 MUNRO STREET<br>SEDRO-WOOLLEY, WA 98284 |

| P.O. No.   | Terms          | Project                                   |         |         |                |
|--|----------------|---|---------|---------|----------------|
| 207008   | Due on receipt | SEDRO-WOOLEY COUNCIL/COURTHOUSE EXPANSION |         |         |                |
| Description  | Qty            | Rate                                      | Curr %  | Total % | Amount         |
| P-LAM Installation   | 1              | 5,945.00                                  | 100.00% | 100.00% | 5,945.00       |
| Extra #1 delete hall 167 & 157 install P&RH exrtra panel materials needed 3/4x12   | 3              | 99.84                                     | 100.00% | 100.00% | 299.52         |
| Extra #1 delete hall 167 & 157 install P&RH exrtra Trims cap   | 10             | 6.461                                     | 100.00% | 100.00% | 64.61          |
| Extra #1 delete hall 167 & 157 install P&RH exrtra Trims divider   | 3              | 13.89667                                  | 100.00% | 100.00% | 41.69          |
| Extra #1 delete hall 167 & 157 install P&RH exrtra Trims inside corner   | 2              | 7.695                                     | 100.00% | 100.00% | 15.39          |
| Extra #1 delete hall 167 & 157 install P&RH exrtra Trims outside corner  | 1              | 15.07                                     | 100.00% | 100.00% | 15.07          |
| Extra #1 delete hall 167 & 157 install P&RH exrtra glue  | 1              | 54.60                                     | 100.00% | 100.00% | 54.60          |
| Extra #1 delete hall 167 & 157 install P&RH will call & deliver needed extra materials to site \$110.00/hr for truck & driver      | 4              | 110.00                                    | 100.00% | 100.00% | 440.00         |
| Extra #1 delete hall 167 & 157 install P&RH exrtra labor hours install took 4 men for total of 17 mh - 5mh base bid = 12mh@\$75/hr | 12             | 75.00                                     | 100.00% | 100.00% | 900.00         |
|  |                |   |         |         | <b>1830.88</b> |

to it  
 }  
 }

|                         |                         |            |
|-------------------------|-------------------------|------------|
| Thank you, for the job. | <b>Total</b>            | \$7,775.88 |
|                         | <b>Payments/Credits</b> | \$0.00     |
|                         | <b>Balance Due</b>      | \$7,775.88 |

# MATTISON MARTINOLI, INC

12514 227th Ave S.E. \* Monroe, WA 98272  
 Phone/Cell: 425-359-6130 \* Fax: 800-243-3506  
 Web: mattisonmartinoli.com E-mail bill@mattisonmartinoli.com

DATE: 4/8/08

CONTRACTOR:

COLACURIO BROTHERS  
 3287 H STREET ROAD  
 BLAIN, WA 98230

SUBCONTRACTOR:

MATTISON MARTINOLI

PROJECT:

SEDRO-WOOLEY COUNCIL/COURTHOUSE EXPANTION  
 220 MUNRO STREET  
 SEDRO-WOOLLEY, WA 98284

## DELETION BREAKDOWN

|                               |               |
|-------------------------------|---------------|
| CONTRACT VALUE:               | \$ 5,945.00   |
| DELETION OF HALL 167 &157     | \$ (1,712.68) |
| ADD LABOR & MATERIAL FOR P&RH | \$ 3,543.56   |
| REVISED CONTRACT VALUE        | \$ 7,775.88   |

| DELETION OF HALL 167 &157 |           |          |             |
|---------------------------|-----------|----------|-------------|
| MATERIALS                 | COST      | QTY/SQFT | AMOUNT      |
| P-LAM SQFT:               | \$ 2.08   | 480 SQFT | \$ 998.40   |
| CAP                       | \$ 6.46   | 19 PCS   | \$ 122.76   |
| DIVIDER                   | \$ 13.90  | 5 PCS    | \$ 69.48    |
| I/C                       | \$ 7.70   | 1 PCS    | \$ 7.70     |
| O/C                       | \$ 15.07  | 2 PCS    | \$ 30.14    |
| GLUE                      | \$ 54.60  | 2 PAL    | \$ 109.20   |
| LABOR                     | \$ 75.00  | 5 MH     | \$ 375.00   |
| DELIVERY EXTRA TRIP       | \$ 110.00 | 0 T&D    | \$ -        |
|                           |           |          | \$ 1,712.68 |

| ADDITION LABOR & MATERIAL FOR P&RH HALL |           |          |             |
|---|-----------|----------|-------------|
| MATERIALS                               | COST      | QTY/SQFT | AMOUNT      |
| P-LAM SQFT:                             | \$ 2.08   | 624 SQFT | \$ 1,297.92 |
| CAP                                     | \$ 6.46   | 29 PCS   | \$ 187.37   |
| DIVIDER                                 | \$ 13.90  | 8 PCS    | \$ 111.17   |
| I/C                                     | \$ 7.70   | 3 PCS    | \$ 23.09    |
| O/C                                     | \$ 15.07  | 3 PCS    | \$ 45.21    |
| GLUE                                    | \$ 54.60  | 3 PAL    | \$ 163.80   |
| LABOR                                   | \$ 75.00  | 17 MH    | \$ 1,275.00 |
| DELIVERY EXTRA TRIP                     | \$ 110.00 | 4 T&D    | \$ 440.00   |
|   |           |          | \$ 3,543.56 |

# MODIFICATION PROPOSAL REQUEST

PROJECT **Sedro-Woolley Courtroom/Council Expansion**

TITLE OF CHANGE Picture Frame per Eron

PROPOSAL NO. 064

**REQUEST FOR MODIFICATION:** Colacurcio Brothers Construction Company, Inc. Contractor, THE MAIN CONTRACT with City of Sedro-Woolley dated April 17, 2007 request the changes as outlined below and/or detailed on the attachments.

**ISSUED BY:** Levi Evans - Colacurcio Brothers, Inc.

**DATE ISSUED :** 3/28/08

Eron has directed us to fabricate a picture frame for the courtroom.

**DISTRIBUTION** via fax/e-mail (1) Colacurcio Brothers Construction (Manley McIntyre) (3) Carletti Architects (Quienten Sutter)

**MODIFICATION PROPOSAL TO:** City of Sedro-Wolley

We propose to perform all changes described in the above request for a total **(ADDITION)** ~~(DEDUCTION)~~ to the

Contract sum of: Three hundred fifty-five dollars and twelve cent. \$355.12  
State Sales Tax **(INCLUDED)** ~~(EXCLUDED)~~

The amount covers all direct and indirect costs related to the change including effects of the change on the remainder of the project. All other provisions of the contract remain in full effect. Attached are Cost Proposal Detail Sheets. We request and **(EXTENSION)** ~~(REDUCTION)~~ (leave blank if "0" days) of 0 calendar days in the completion time because of this change. We agree to be bound by this proposal for 30 days from signature date.

SUBMITTED BY [Signature] DATE 3/28/08  
(Contractor's Signature)

**DISTRIBUTION** (1) signed originals with attached cost breakdown to Quienten Sutter (Carletti Architects)

Returned to Contractor for revision/reevaluation. See comments above/attached

**AUTHORIZATION TO:** Carletti Architects (Quienten Sutter) recommends acceptance of the foregoing proposal.

RECOMMENDED BY [Signature] DATE 4/8/08

AUTHORIZED BY [Signature] DATE 4-8-08  
(Owner's signature)

As indicated above, the Owner accepts the foregoing proposal and authorizes performance of the changes specified. A Change Order (CO) will follow which includes the MPR amount. Billing cannot be honored for the MPR until issuance of the CO.

**DISTRIBUTION** After signature, (1) original retained by Owner, (1) original to Architect, (1) original to Contractor

**Project:** Sedro-Woolley Courthouse Expansion  
**Description of Work:** Picture Frame per Eron  
**Owner / Architect:** City of Sedro-Woolley - Carletti Architects

**Modification Proposal Request**

**MPR 064**  
**Job No. 207008**  
**Date: 03/28/08**

| Description                       | Class            | Straight Time |            | Overtime                           |      | Amount | Quantity | Unit | Unit Price | Amount |
|-----------------------------------|------------------|---------------|------------|------------------------------------|------|--------|----------|------|------------|--------|
|                                   |                  | Hrs           | Rate       | Hrs                                | Rate |        |          |      |            |        |
| new and process operator painter  | PM operator carp | 1.00          | 51.50      |                                    |      | 51.50  | 1.00     | LS   | 50.00      | 50.00  |
|                                   |                  | 4.00          | 48.50      |                                    |      | 194.00 |          |      |            |        |
| Use additional sheet if necessary |                  |               |            |                                    |      | 245.50 |          |      |            |        |
| Labor - Subtotal Mark-Up at 15%   |                  |               |            |                                    |      | 36.83  |          |      |            |        |
| Labor Total                       |                  |               |            |                                    |      | 282.33 |          |      |            |        |
| <b>Subcontractors</b>             |                  |               |            |                                    |      |        |          |      |            |        |
| Description                       | Quantity         | Unit          | Unit Price | Amount                             |      |        |          |      |            |        |
| Use additional sheet if necessary |                  |               |            |                                    |      |        |          |      |            |        |
|                                   |                  |               |            | Subcontract Subtotal Mark-Up at 8% |      |        |          |      |            |        |
|                                   |                  |               |            | Subcontract Total                  |      |        |          |      |            | 57.50  |
| <b>Summary</b>                    |                  |               |            |                                    |      |        |          |      |            |        |
|                                   |                  |               |            | Labor - Total                      |      |        |          |      |            | 282.33 |
|                                   |                  |               |            | Equipment - Total                  |      |        |          |      |            |        |
|                                   |                  |               |            | Material - Total                   |      |        |          |      |            | 57.50  |
|                                   |                  |               |            | Subcontract - Total                |      |        |          |      |            | 339.83 |
|                                   |                  |               |            | Bonds & Insurance 4.5%             |      |        |          |      |            | 15.29  |
|                                   |                  |               |            | Total Cost This Change             |      |        |          |      |            | 355.12 |

# MODIFICATION PROPOSAL REQUEST

PROJECT **Sedro-Woolley Courtroom/Council Expansion**

TITLE OF CHANGE Additional landscaping per Eron

PROPOSAL NO. 065

**REQUEST FOR MODIFICATION:** Colacurcio Brothers Construction Company, Inc. Contractor, THE MAIN CONTRACT with City of Sedro-Woolley dated April 17, 2007 request the changes as outlined below and/or detailed on the attachments.

**ISSUED BY:** Levi Evans - Colacurcio Brothers, Inc.

**DATE ISSUED:** 3/24/08

ADDITIONAL LANDSCAPING PER ERON

DISTRIBUTION via fax/e-mail (1) Colacurcio Brothers Construction (Manley McIntyre) (3) Carletti Architects (Quienten Sutter)

MODIFICATION PROPOSAL TO: **City of Sedro-Wolley**

We propose to perform all changes described in the above request for a total (ADDITION) (~~DEDUCTION~~) to the

Contract sum of: Seven hundred thirty-nine dollars and five cents. \$739.05  
State Sales Tax (INCLUDED) (~~EXCLUDED~~)

The amount covers all direct and indirect costs related to the change including effects of the change on the remainder of the project. All other provisions of the contract remain in full effect. Attached are Cost Proposal Detail Sheets. We request and (~~EXTENSION~~) (~~REDUCTION~~) (leave blank if "0" days) of 0 calendar days in the completion time because of this change. We agree to be bound by this proposal for 30 days from signature date.

SUBMITTED BY Levi Evans DATE 3/24/08  
(Contractor's Signature)

DISTRIBUTION (1) signed originals with attached cost breakdown to Quienten Sutter (Carletti Architects)

[ ] Returned to Contractor for revision/reevaluation. See comments above/attached

AUTHORIZATION TO: Carletti Architects (Quienten Sutter) recommends acceptance of the foregoing proposal.

RECOMMENDED BY [Signature] DATE 4/8/08

AUTHORIZED BY [Signature] DATE 4-8-08  
(Owner's signature)

As indicated above, the Owner accepts the foregoing proposal and authorizes performance of the changes specified. A Change Order (CO) will follow which includes the MPR amount. Billing cannot be honored for the MPR until issuance of the CO.

DISTRIBUTION After signature, (1) original retained by Owner, (1) original to Architect, (1) original to Contractor

**Object:** Sedro-Woolley Courthouse Expansion  
**Description of Work:** Additional landscaping per Eron  
**Owner / Architect:** City of Sedro-Woolley - Carletti Architects

**Modification Proposal Request**

**MPR 065**  
**Job No. 207008**  
**Date: 03/24/08**

| Description                       | Class            | Straight Time |            | Overtime |      | Amount | Quantity | Unit | Unit Price | Amount |  |
|-----------------------------------|------------------|---------------|------------|----------|------|--------|----------|------|------------|--------|--|
|                                   |                  | Hrs           | Rate       | Hrs      | Rate |        |          |      |            |        |  |
| Operator                          | PM operator carp | 1.00          | 51.50      |          |      | 51.50  |          | LS   |            |        |  |
|                                   |                  |               | 49.19      |          |      |        |          | LS   |            |        |  |
|                                   |                  |               | 48.50      |          |      |        |          |      |            |        |  |
| Use additional sheet if necessary |                  |               |            |          |      |        |          |      |            |        |  |
| Labor - Subtotal                  |                  |               |            |          |      | 51.50  |          |      |            |        |  |
| *Mark-Up at 15%                   |                  |               |            |          |      | 7.73   |          |      |            |        |  |
| Labor Total                       |                  |               |            |          |      | 59.23  |          |      |            |        |  |
| <b>Subcontractors</b>             |                  |               |            |          |      |        |          |      |            |        |  |
| Description                       | Quantity         | Unit          | Unit Price | Amount   |      |        |          |      |            |        |  |
| American Landscaping              | 1.00             | LS            | 600.00     | 600.00   |      |        |          |      |            |        |  |
| Use additional sheet if necessary |                  |               |            |          |      |        |          |      |            |        |  |
| Subcontract Subtotal              |                  |               |            | 600.00   |      |        |          |      |            |        |  |
| Mark-Up at 8%                     |                  |               |            | 48.00    |      |        |          |      |            |        |  |
| Subcontract Total                 |                  |               |            | 648.00   |      |        |          |      |            |        |  |
| <b>Summary</b>                    |                  |               |            |          |      |        |          |      |            |        |  |
| Labor - Total                     |                  |               |            | 59.23    |      |        |          |      |            |        |  |
| Equipment - Total                 |                  |               |            |          |      |        |          |      |            |        |  |
| Material - Total                  |                  |               |            |          |      |        |          |      |            |        |  |
| Subcontract - Total               |                  |               |            | 648.00   |      |        |          |      |            |        |  |
| Bonds & Insurance 4.5%            |                  |               |            | 707.23   |      |        |          |      |            |        |  |
| Subtotal                          |                  |               |            | 31.83    |      |        |          |      |            |        |  |
| Total Cost This Change            |                  |               |            | 739.05   |      |        |          |      |            |        |  |

[Fwd: Re: [Fwd: Landscaping Change Order]]

**Subject:** [Fwd: Re: [Fwd: Landscaping Change Order]]  
**From:** Tim Post <t.post@colacurciobrothers.com>  
**Date:** Wed, 12 Mar 2008 09:18:16 -0700  
**To:** bob@american-landscapes.net  
**CC:** Q <quentin@carlettiarchitects.com>, pC <peter@carlettiarchitects.com>, Levi Evans <l.evans@colacurciobrothers.com>, Manley McIntyre <m.mcintyre@colacurciobrothers.com>

see attached

**Subject:** RE: [Fwd: Landscaping Change Order]  
**From:** "Eron Berg" <eberg@ci.sedro-woolley.wa.us>  
**Date:** Wed, 12 Mar 2008 09:05:50 -0700  
**To:** "Tim Post" <t.post@colacurciobrothers.com>

Yes to the \$600; can't afford the other proposal.

Thanks,

Eron

-----Original Message-----

**From:** Tim Post [<mailto:t.post@colacurciobrothers.com>]  
**Sent:** Wednesday, March 12, 2008 8:04 AM  
**To:** Q  
**Cc:** pC; Eron Berg  
**Subject:** [Fwd: Landscaping Change Order]

Please see attached

**Re: [Fwd: Landscaping Change Order].eml** **Content-Type:** message/rfc822  
**Content-Encoding:** 7bit

# MODIFICATION PROPOSAL REQUEST

PROJECT **Sedro-Woolley Courtroom/Council Expansion**

TITLE OF CHANGE Credit for damaged dry erase board

PROPOSAL NO. 066

**REQUEST FOR MODIFICATION:** Colacurcio Brothers Construction Company, Inc. Contractor, THE MAIN CONTRACT with City of Sedro-Woolley dated April 17, 2007 request the changes as outlined below and/or detailed on the attachments.

**ISSUED BY:** Levi Evans - Colacurcio Brothers, Inc.

**DATE ISSUED:** 4/28/08

CREDIT FOR DAMAGED DRY ERASE BOARD

DISTRIBUTION via fax/e-mail (1) Colacurcio Brothers Construction (Manley McIntyre) (3) Carletti Architects (Quienten Sutter)

MODIFICATION PROPOSAL TO: **City of Sedro-Woolley**

We propose to perform all changes described in the above request for a total (ADDITION) (~~DEDUCTION~~) to the

Contract sum of: Three hundred eighty-nine dollars and seventy-one cents. (\$389.71)  
State Sales Tax (~~INCLUDED~~) (EXCLUDED)

The amount covers all direct and indirect costs related to the change including effects of the change on the remainder of the project. All other provisions of the contract remain in full effect. Attached are Cost Proposal Detail Sheets. We request and (~~EXTENSION~~) (~~REDUCTION~~) (leave blank if "0" days) of 0 calendar days in the completion time because of this change. We agree to be bound by this proposal for 30 days from signature date.

SUBMITTED BY LEE DATE 4/28/08  
(Contractor's Signature)

DISTRIBUTION (1) signed originals with attached cost breakdown to Quienten Sutter (Carletti Architects)

Returned to Contractor for revision/reevaluation. See comments above/attached

**AUTHORIZATION TO:** Carletti Architects (Quienten Sutter) recommends acceptance of the foregoing proposal.

RECOMMENDED BY \_\_\_\_\_ DATE \_\_\_\_\_

AUTHORIZED BY \_\_\_\_\_ DATE \_\_\_\_\_  
(Owner's signature)

As indicated above, the Owner accepts the foregoing proposal and authorizes performance of the changes specified. A Change Order (CO) will follow which includes the MPR amount. Billing cannot be honored for the MPR until issuance of the CO.

DISTRIBUTION After signature, (1) original retained by Owner, (1) original to Architect, (1) original to Contractor



**JNR SERVICES, Inc**  
2529 54 Th Ave NE  
Tacoma, WA 98422  
Phone: 253-952-6664 Fax: 253-952-6938

## FAX TRANSMITTAL SHEET

**To: Manley**

**Date: 03/4 /08**

**Co: Colacurcio Brothers Construction**

**Pages: 4**

**From: Jerry Yarmouth**

**Ref: Sedro Woolley City Council**

**SPECIAL NOTE: Per the enclosed, the freight company has declined the freight claim that you asked us to do for the damaged whiteboard on the above-mentioned project.**

**A copy of the shipping statement is enclosed informing you that you needed to inspect and then sign as damaged the driver's paper work with the delivery of the units. Calling the freight company a few days later to inform them of the freight damage has not been accepted by the freight company as a claim.**

**Let me know what you want to do from here**

**Cost to replace would be \$ 306 FOB Jobsite**

# MODIFICATION PROPOSAL REQUEST

PROJECT **Sedro-Woolley Courtroom/Council Expansion**

TITLE OF CHANGE Additional charge for delaying asphalt

PROPOSAL NO. 068

**REQUEST FOR MODIFICATION:** Colacurcio Brothers Construction Company, Inc. Contractor, THE MAIN CONTRACT with City of Sedro-Woolley dated April 17, 2007 request the changes as outlined below and/or detailed on the attachments.

**ISSUED BY:** Levi Evans - Colacurcio Brothers, Inc.

**DATE ISSUED:** 3/24/08

Additional charge for delaying asphalt installation

DISTRIBUTION via fax/e-mail (1) Colacurcio Brothers Construction (Manley McIntyre) (3) Carletti Architects (Quienten Sutter)

MODIFICATION PROPOSAL TO: **City of Sedro-Wolley**

We propose to perform all changes described in the above request for a total **(ADDITION)** ~~(DEDUCTION)~~ to the

Contract sum of: One thousand two hundred eighty-six dollars and forty-two cents. \$1,286.42  
State Sales Tax **(INCLUDED)** ~~(EXCLUDED)~~

The amount covers all direct and indirect costs related to the change including effects of the change on the remainder of the project. All other provisions of the contract remain in full effect. Attached are Cost Proposal Detail Sheets. We request and ~~(EXTENSION)~~ **(REDUCTION)** (leave blank if "0" days) of 0 calendar days in the completion time because of this change. We agree to be bound by this proposal for 30 days from signature date.

SUBMITTED BY Levi Evans  
(Contractor's Signature)

DATE 3/24/08

DISTRIBUTION (1) signed originals with attached cost breakdown to Quienten Sutter (Carletti Architects)

Returned to Contractor for revision/reevaluation. See comments above/attached

**AUTHORIZATION TO:** Carletti Architects (Quienten Sutter) recommends acceptance of the foregoing proposal.

RECOMMENDED BY [Signature] DATE 4/8/08

AUTHORIZED BY [Signature] DATE 4-8-08  
(Owner's signature)

As indicated above, the Owner accepts the foregoing proposal and authorizes performance of the changes specified. A Change Order (CO) will follow which includes the MPR amount. Billing cannot be honored for the MPR until issuance of the CO.

DISTRIBUTION After signature, (1) original retained by Owner, (1) original to Architect, (1) original to Contractor

**Project:** Sedro-Woolley Courthouse Expansion  
**Description of Work:** Additional charge for delaying asphalt installation  
**Owner / Architect:** City of Sedro-Woolley - Carletti Architects

**Modification Proposal Request**

**MPR 068**  
**Job No. 207008**  
**Date: 03/24/08**

| Materials                         |          | Overruns         |          | Amount                 |          | Unit | Unit Price | Amount   |
|-----------------------------------|----------|------------------|----------|------------------------|----------|------|------------|----------|
| Description                       | Quantity | Unit             | Rate     | Amount                 | Amount   |      |            |          |
| Operator                          | 1.00     | PM operator carp | 51.50    | 51.50                  | LS       |      |            |          |
| Printer                           |          |                  | 48.19    |                        | LS       |      |            |          |
|                                   |          |                  | 48.50    |                        |          |      |            |          |
| Use additional sheet if necessary |          |                  |          | Labor - Subtotal       |          |      |            |          |
|                                   |          |                  |          | "Mark-Up at 15%        | 51.50    |      |            |          |
| Labor Total                       |          |                  |          |                        | 7.73     |      |            |          |
|                                   |          |                  |          |                        | 59.23    |      |            |          |
| Subcontractors                    |          | Total Amount     |          | Description            | Quantity | Unit | Unit Price | Amount   |
| Description                       | Quantity | Unit             | Amount   |                        |          |      |            |          |
| Fridalgo Paving                   | 1.00     | LS               | 1,085.00 |                        |          |      |            |          |
| Use additional sheet if necessary |          |                  |          | Subcontract Subtotal   |          |      |            | 1,085.00 |
|                                   |          |                  |          | Mark-Up at 8%          |          |      |            | 86.80    |
|                                   |          |                  |          | Subcontract Total      |          |      |            | 1,171.80 |
| <b>Summary</b>                    |          |                  |          | Labor - Total          |          |      |            | 59.23    |
|                                   |          |                  |          | Equipment - Total      |          |      |            |          |
|                                   |          |                  |          | Material - Total       |          |      |            |          |
|                                   |          |                  |          | Subcontract - Total    |          |      |            | 1,171.80 |
|                                   |          |                  |          | Bonds & Insurance 4.5% |          |      |            | 55.40    |
|                                   |          |                  |          | Total Cost This Change |          |      |            | 1,286.42 |

ESTIMATE/CONTRACT AGREEMENT

# FIDALGO PAVING & CONSTRUCTION, LLC

16825 45 Road - Arlington, WA 98223 (360) 652-2380 PHONE (360) 652-2480 FAX  
LICENSED, BONDED, & INSURED  
FIDALPC946BK "AN EQUAL OPPORTUNITY EMPLOYER"

*Revised*

CONTRACTING PARTY

FP&C JOB #:

COLACURCIO BROTHERS CONST. CO INC  
3287 H ST. ROAD  
BLAINE, WA 98230

DATE: 2/20/2008

LOCATION & TYPE OF WORK

SEDRO-WOOLLEY COUNCIL/COURTROOM CHAMBERS  
CITY OF SERDO-WOOLLEY, WA

(360) 332-4044 (OFF)

(360) 332-5079 (FAX)

(CELL)  
(EMAIL)

| APPROXIMATE QUANTITY | UNIT | DESCRIPTION   | UNIT PRICE |             |
|----------------------|------|---|------------|-------------|
| ***2008 PRICING***   |      |   |            |             |
|                      |      | <b>PARKING LOT</b>  |            |             |
| 1,225                | SY   | 3" HMA AND 2" CRUSHED ROCK WITH FINE GRADE<br>INCLUDES WEED KILL  | \$17.00    | \$20,825.00 |
|                      |      | <b>PRIVATE ACCESS ROAD</b>  |            |             |
| 265                  | SY   | 3" HMA AND 2" CRUSHED ROCK WITH FINE GRADE<br>INCLUDES WEED KILL  | \$17.00    | \$4,505.00  |
|                      |      | <b>TRENCH PATCHING ( METCALF ST)</b>  |            |             |
| 8                    | TONS | HMA (ASPHALT ONLY NO PREP)  | \$120.00   | \$960.00    |
|                      |      | * INCLUDES 1 MOBILIZATION EACH ADDITIONAL   | \$800.00   |             |
|                      |      |   |            | 26,290      |
|                      |      | <b>EXCLUSIONS:</b>  |            |             |
|                      |      | LAYOUT, ENGINEERING, STRIPING, GRINDING,<br>TRAFFIC CONTROL, SURVEY, SAW CUTTING,<br>UTILITY ADJUSTMENTS, ROAD SWEEP/CLEAN AND<br>ALL ITEMS NOT SPECIFIED ABOVE |            |             |
|                      |      | <b>WASHINGTON STATE SALES TAX TO BE ADDED<br/>SUBJECT TO GENERAL PROVISIONS ON REVERSE SIDE</b>   |            |             |

YOUR SIGNATURE ON ONE COPY RETURNED TO US WILL MAKE THIS A LEGAL CONTRACT FOR THE PERFORMANCE OF THE ABOVE WORK.  
RESERVING THE RIGHT OF FIDALGO PAVING & CONSTRUCTION, LLC TO CANCEL IF UNIT PRICES INCREASE BEFORE FIDALGO PAVING & CONSTRUCTION  
COMMENCES ACTUAL WORK ON THE PROJECT.  
YOUR SIGNATURE ALSO ACKNOWLEDGES RECEIPT OF OUR "NOTICE TO CUSTOMER" STATEMENT AS PRINTED ON REVERSE HEREOF.

APPROVED BY OWNER OR AUTHORIZED REPRESENTATIVE:

FIDALGO PAVING & CONSTRUCTION, LLC  
CONTRACTOR'S REGISTRATION FIDALPC946BK

ACCEPTED:

BY:  
JEFF MASON (206) 227-6410 (CELL)

PRINTED NAME OF SIGNATURE ABOVE

ESTIMATE/CONTRACT AGREEMENT

# FIDALGO PAVING & CONSTRUCTION, LLC

P.O. BOX 141 N. LAKEWOOD, WA 98259 (360) 652-2380 PHONE (360) 652-2480 FAX  
LICENSED, BONDED, & INSURED  
FIDALPC946BK

"AN EQUAL OPPORTUNITY EMPLOYER"

*old*

CONTRACTING PARTY  
FP&C JOB #:

DATE: 2/13/2007  
LOCATION & TYPE OF WORK

COLACURCIO BROTHERS CONST. CO INC  
3287 H ST. ROAD  
BLAINE, WA 98230

SEDRO-WOOLLEY COUNCIL/COURTROOM CHAMBERS  
CITY OF SERO-WOOLLEY, WA

(360) 332-4044 (OFF)  
(360) 332-5079 (FAX)

(CELL)  
(HOME)

| APPROXIMATE QUANTITY | UNIT | DESCRIPTION  | UNIT PRICE |             |
|----------------------|------|--|------------|-------------|
|                      |      | <b>PARKING LOT</b>   |            |             |
| 1,200                | SY   | 3" HMA AND 2" CRUSHED ROCK WITH FINE GRADE<br>INCLUDES WEED KILL | \$16.55    | \$19,860.00 |
|                      |      | <b>PRIVATE ACCESS ROAD</b>                                       |            |             |
| 265                  | SY   | 3" HMA AND 2" CRUSHED ROCK WITH FINE GRADE<br>INCLUDES WEED KILL | \$16.55    | \$4,385.75  |
|                      |      | <b>TRENCH PATCHING (METCALF ST)</b>                              |            |             |
| 8                    | TONS | HMA (ASPHALT ONLY NO PREP)                                       | \$120.00   | \$960.00    |
|                      |      | * INCLUDES 1 MOBILIZATION EACH ADDITIONAL                        | \$750.00   |             |
|                      |      | * PAVING TO BE COMPLETED BY OCT 15TH 2007                        |            |             |
|                      |      | <b>EXCLUSIONS:</b>   |            |             |
|                      |      | LAYOUT, SURVEY, ENGINEERING, STRIPING                            |            |             |
|                      |      | TRAFFIC CONTROL, SAW CUTTING                                     |            |             |
|                      |      | UTILITY ADJUSTMENTS, GRINDING                                    |            |             |
|                      |      | ROAD SWEEP / CLEAN AND   |            |             |
|                      |      | ALL ITEMS NOT SPECIFIED ABOVE                                    |            |             |
|                      |      | <b>WASHINGTON STATE SALES TAX TO BE ADDED</b>                    |            |             |

*25205.75*

State sales tax to be added where applicable.

"NO RETENTION TO BE HELD ON JOBS LESS THAN \$10,000.00

Total price to be based on actual quantity or measurement unless indicated above.

Price Valid for 30 Days

TERMS: Net Cash Upon Completion of Job.

The undersigned agrees to pay Fidalgo Paving & Construction, LLC a finance charge (service charge), at current maximum allowable rate, plus reasonable attorney's fees and costs incurred in collection of your account not paid within 30 days after the billing date.

### SUBJECT TO GENERAL PROVISIONS ON REVERSE SIDE

YOUR SIGNATURE ON ONE COPY RETURNED TO US WILL MAKE THIS A LEGAL CONTRACT FOR THE PERFORMANCE OF THE ABOVE WORK. RESERVING THE RIGHT OF FIDALGO PAVING & CONSTRUCTION, LLC TO CANCEL IF UNIT PRICES INCREASE BEFORE FIDALGO PAVING & CONSTRUCTION COMMENCES ACTUAL WORK ON THE PROJECT. YOUR SIGNATURE ALSO ACKNOWLEDGES RECEIPT OF OUR "NOTICE TO CUSTOMER" STATEMENT AS PRINTED ON REVERSE HEREOF.

APPROVED BY OWNER OR AUTHORIZED REPRESENTATIVE:

FIDALGO PAVING & CONSTRUCTION, LLC  
CONTRACTOR'S REGISTRATION FIDALPC946BK

ACCEPTED:

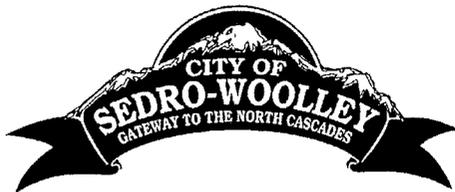
BY:  
JEFF MASON (206) 227-6410 (CELL)

PRINTED NAME OF SIGNATURE ABOVE

**CITY COUNCIL AGENDA  
REGULAR MEETING**

**MAY 14 2008**

**7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 1**



**CITY OF SEDRO-WOOLLEY**  
Sedro-Woolley Municipal Building  
325 Metcalf Street  
Sedro-Woolley, WA 98284  
Phone (360) 855-9922  
Fax (360) 855-9923

Eron M. Berg  
City Supervisor/City Attorney

---

MEMO TO: City Council  
FROM: Eron Berg  
RE: Comprehensive Solid Waste Management Plan  
DATE: May 14, 2008

ISSUE: Does the Council have any directions for the Mayor on the draft CSWMP?

BACKGROUND: The County is proposing that the CSWMP be amended (amended CSWMP provided to you on April 23, 2008). The SWSGB is scheduled to meet on May 21<sup>st</sup> and Mayor Anderson will need some direction at that time.

Attached to this memo are two additional memos, one from Kevin Renz and the other from Jim Voetberg.

RECOMMENDATION: Provide direction to the Mayor so he is ready to vote yes, vote no, or propose changes.



# SKAGIT COUNTY PUBLIC WORKS DEPARTMENT

1800 Continental Place, Mount Vernon, WA 98273-5625  
(360) 336-9400 FAX (360) 336-9478

## MEMORANDUM

**To: Solid Waste System Governance Board**

**From: Kevin Renz, Solid Waste Division Manager**

**Date: May 2, 2008**

**Subject: Comprehensive Solid Waste Management Plan**

Thank you for taking this opportunity to review the proposed amendment to the Skagit County Comprehensive Solid Waste Management Plan (“CSWMP”).

Skagit County Public Works Department, responding to direction provided by the Board of Skagit County Commissioners, in Resolution #R20070141, and desires of the cities and towns has produced the attached amendment to the CSWMP. The amendment is designed to designate the County owned and operated solid waste Transfer Station as the primary site for collection, processing, and transfer of municipal solid waste. The amendment also allows for the inclusion of private firms at the request of the newly formed Solid Waste System Governance Board (“SWSGB”).

The main body of changes is integrated into chapter seven of the plan. Section 7.2.4 includes system policy recommendations SP2 and SP3. Recommendation SP2 designates the County owned and operated Transfer Station as the only currently approved solid waste handling facility in Skagit County. Recommendation SP3 allows for private operation of the existing Transfer Station or additional privately operated facilities to be included in the solid waste system after consultation with SWAC and at the request of the SWSGB through a formal Request for Proposals.

Section 7.3.5 contains recommendations for in-county transfer of waste. Recommendation T1 directs that any residual waste from recycling, composting, or other waste processing facilities be delivered to the County owned Transfer Station or other facility as directed by the SWSGB. Recommendation T2 directs that increased efficiencies should continue to be examined at the rural sites.

Additions to chapter 8 include the SWSGB in the “Regulation and Administration” for the solid waste system. In addition, a limited number of minor changes have included in the amendment, including the addition of food waste to the list of “source separated recyclables”.

The amendment has been formally presented to Solid Waste Advisory Committee (“SWAC”) on several occasions and has received SWAC’s approval and recommendation for adoption. If the SWSGB recommends adoption, the amendment will be forwarded to the Department of Ecology

for a forty five (45) day review period. Each party to the Interlocal Agreement will then need to follow the local adoption process.

Skagit County Public Works Department requests that the attached amendment be presented to your municipalities City Council prior to the meeting of the SWSGB scheduled for Wednesday May 21, 2008.

If you have any questions please feel to contact me at (360) 424-7817 or via e-mail at [kevinr@co.skagit.wa.us](mailto:kevinr@co.skagit.wa.us).



# SKAGIT COUNTY PUBLIC WORKS DEPARTMENT

1800 Continental Place, Mount Vernon, WA 98273-5625  
(360) 336-9400 FAX (360) 336-9478

## MEMORANDUM

**To:** Honorable Mayors and City/Town Councils

**From:** Jim Voetberg, County Public Works Director *JV*

**Date:** May 2, 2008

**Subject:** Consideration of Amendment to the Comprehensive Solid Waste Management Plan

At the first meeting of the newly formed Solid Waste System Governance Board (SWSGB) on April 30, 2008, Public Works staff was directed to send each municipality the proposed changes to the Comprehensive Solid Waste Management Plan (CSWMP) for consideration prior to May 21, 2008. Accordingly, attached is a red-lined version of the proposed amendment along with a memorandum dated May 2, 2008 by Solid Waste Division Manager Kevin Renz summarizing these changes.

The proposed amendment adheres with long standing desires of the Cities and Towns, the County, and is consistent with the Interlocal Agreement just recently signed. As noted by Mr. Renz, the amendment has been approved by the Solid Waste Advisory Committee (SWAC) which, as you are aware, is made up of representatives from each of your communities.

Both Mr. Renz and I are committed to working with the Cities and Towns on policy issues relating to planning and operating the community's solid waste system. To that end, Mr. Renz and I can, and will, be available to attend your Council meeting when this issue is discussed.

Finally, it must be pointed out that due to the voting methodology of the SWSGB, each municipality will need to either vote in favor of or in opposition to the proposed amendment. One can only imagine the confusion at the SWSGB meeting should each municipality approve a different version of the amended CSWMP. Because the amendment has been discussed, worked through and approved by the SWAC, Public Works believes the CSWMP amendment before you meets the needs and interests of the Cities and Towns of Skagit County.

Thank you for your consideration, and we look forward to jointly running the solid waste system that is in the community's best interest.

# Preliminary Plat of Cascadia Estates

Survey in the NE1/4 of the SE1/4 of Section 23, Twp. 35 N., Rng. 4 E., W.M.

CENTER OF SECTION AS SHOWN ON SURVEY RECORDED IN VOLUME 17 OF PLATS AT PAGES 75 AND 76 UNDER A.F.#9908220076.

|                   |                   |                   |                     |                     |                    |
|-------------------|-------------------|-------------------|---------------------|---------------------|--------------------|
| P73162<br>ZONED-P | P73161<br>ZONED-P | P73161<br>ZONED-P | P124877<br>ZONED-R7 | P124876<br>ZONED-R7 | P73169<br>ZONED-R7 |
|-------------------|-------------------|-------------------|---------------------|---------------------|--------------------|

**Owners/Subdividers**  
 AS TO PARCELS A, B & D  
 VINE & ANY THOMAS  
 AND TERRY & UNDESI RIDE  
 CONTACT - VANCE THOMAS  
 420 ISLAND CREST DRIVE  
 CUMMINS ISLAND, WA 98282  
 360-856-4641

AS TO PARCEL C  
 VINE & ANY THOMAS  
 AND TERRY & UNDESI RIDE  
 CONTACT - VANCE THOMAS  
 420 ISLAND CREST DRIVE  
 CUMMINS ISLAND, WA 98282  
 360-856-4641

### Legal Description

PARCEL A: THE NORTH 388 FEET OF LOT 3, "SEBRO ACREAGE," AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 35, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND THE SOUTH 139 FEET THEREOF. EXCEPT THE WEST 10 FEET THEREOF. ALSO EXCEPT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED PARCEL, THENCE EASTERLY ALONG THE SOUTH BOUNDARY OF COOK ROAD AND THE NORTH LINE OF SAID PARCEL, TO THE NORTHEAST CORNER OF SAID PARCEL, THENCE SOUTHERLY ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 20 FEET, THENCE WESTERLY PARALLEL WITH SAID SOUTH BOUNDARY, A DISTANCE OF 20 FEET, TO THE LEFT BOUNDARY MARKS OF SAID ROAD, THENCE WESTERLY ALONG SAID ROAD, THENCE NORTHERLY ALONG SAID EAST BOUNDARY OF SAID WEST LINE TO THE POINT OF BEGINNING.

PARCEL B: "SEBRO ACREAGE," AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 35, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND THE SOUTH 139 FEET THEREOF. EXCEPT THE WEST 10 FEET THEREOF.

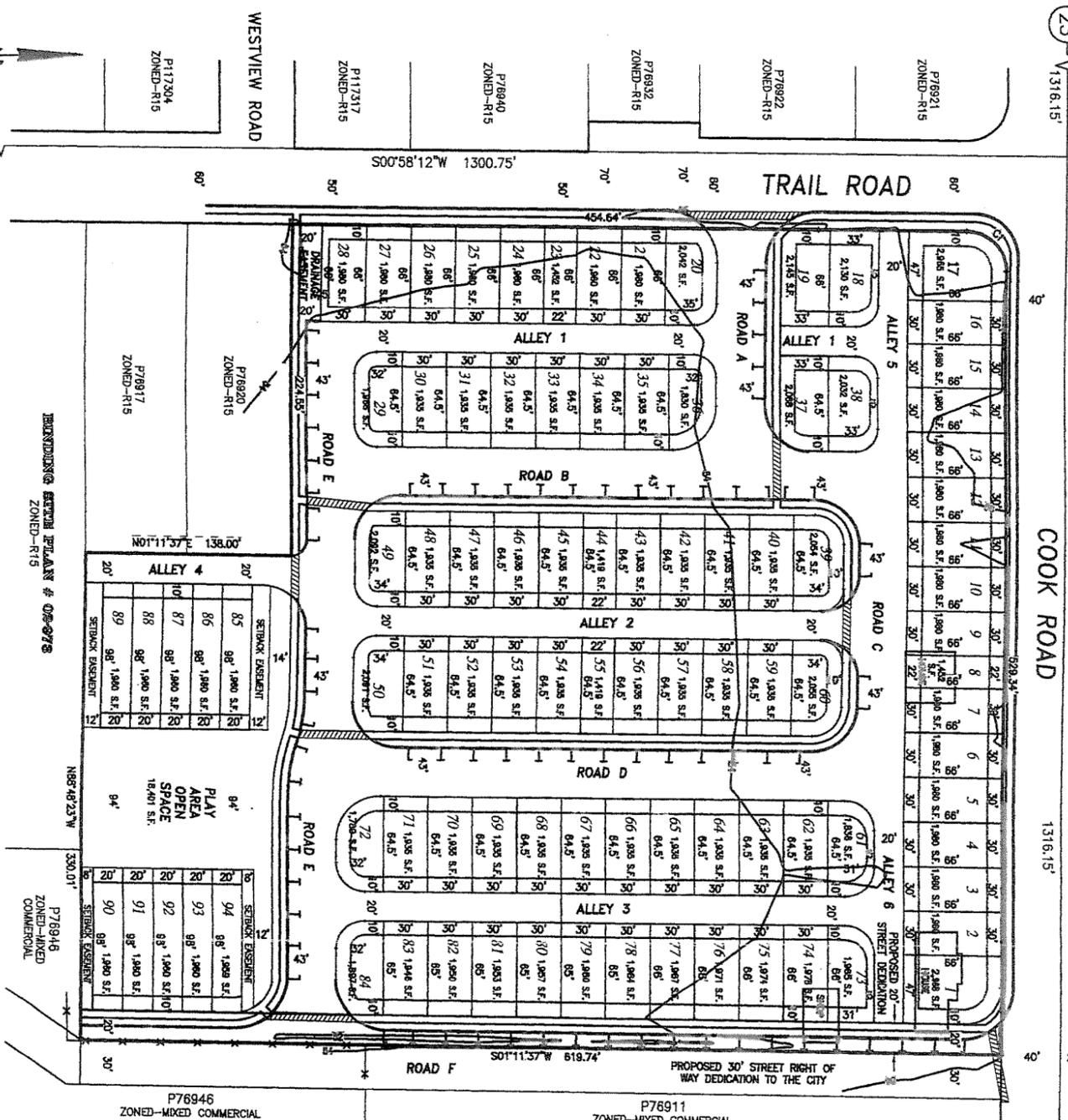
PARCEL C: THE WEST 1/2 OF LOT 2, "SEBRO ACREAGE," AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 35, RECORDS OF SKAGIT COUNTY, WASHINGTON, FOR ROAD PURPOSES BY DEEDS WASHINGTON, APRIL 16, 1973, UNDER A.F.#783509, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND EXCEPT THAT PORTION AS CONVEYED TO THE CITY OF SEBRO WOOLLEY BY DEED RECORDED DECEMBER 2, 1989, UNDER A.F.#199912020003, RECORDS OF SKAGIT COUNTY, WASHINGTON.

PARCEL D: THE WEST 1/2 OF LOT 2, "SEBRO ACREAGE," AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 35, RECORDS OF SKAGIT COUNTY, WASHINGTON, FOR ROAD PURPOSES BY DEED RECORDED UNDER A.F.#783509, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND EXCEPT THE NORTH 5 FEET THEREOF CONVEYED TO SKAGIT COUNTY, WASHINGTON, BY DEED RECORDED UNDER A.F.#200001040041, RECORDS OF SKAGIT COUNTY, WASHINGTON.

### Surveyor's Certificate

I, John L. Abenroth, Registered Land Surveyor do hereby certify that the preliminary plat of Cascadia Estates is based on actual survey, which is retracable and based on a true subdivision of the Section, and that the distances, courses and angles are shown hereon correctly and that monuments will be set and lot corners will be staked on the ground at the appropriate time.

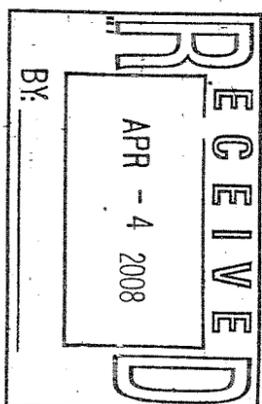
John L. Abenroth, PLS; CERT. # 17651



### Notes

1. ZONING - R15
2. SEWER - PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY.
3. CITY OF SEBRO-WOOLLEY
4. TOTAL AREA - 7.19 ACRES.
5. BASES-OF-BEARINGS - ASSUMED S88°48'23"E ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 23, UNLESS SHOWN OTHERWISE BY FIELD TRAVERSEUSING 5 SECOND OR BETTER ANGLES.
6. RIGHT-OF-WAY - 20 FEET.
7. CONDUIT INTERVAL - 2 FEET.
8. ELEVATION DATUM - MVD 88.
9. MINIMUM SETBACKS - FRONT & REAR SETBACKS - 10' FROM A STREET, HOWEVER NO MORE THAN ONE SMALL SETBACK SHALL BE ATTACHED TO ANY LOT.
10. SIDE SETBACKS - 10' FROM A STREET, HOWEVER NO MORE THAN ONE SMALL SETBACK SHALL BE ATTACHED TO ANY LOT.
11. INTERIOR SETBACKS SHALL BE REQUIRED FROM THE PLAT BOUNDARY.

Vicinity Sketch



Plot Date/Time: 04/04/08 09:55am DWG FullPath: P:\SS\Dplus\Data\233504S2\Draw\JN207095 RUBY-THOMAS\207095-PRELIM-PLAT-REV3.dwg

2/23/08 REVISED STREET WIDTHS & LOT SIZES, ETC. S.R.M. Job# 207095 DRAWN SMM CHECKED not DATE 2300707 SCALE 1" = 60' SHEET 1 OF 1

1/8" CORNER AS SHOWN ON SURVEY FILED IN A.F.#20004170178.

Scale in Feet

PLAT BOUNDARY CURVE TABLE

| #  | RADIUS | DELTA     | LENGTH |
|----|--------|-----------|--------|
| C1 | 27.00' | 90°13'26" | 42.82' |

FOUND MONUMENT WITH 23/24 IN CASE AND COVER NORTH OF RHODES ROAD ON 10/15/97.

Skagit Surveyors & Engineers

806 Metcalf St., Sedro-Woolley, WA 98284 Phone: (360) 855-2121 FAX: (360) 855-1658

Copyright 2008 Skagit Surveyors, Inc.

EXHIBIT A



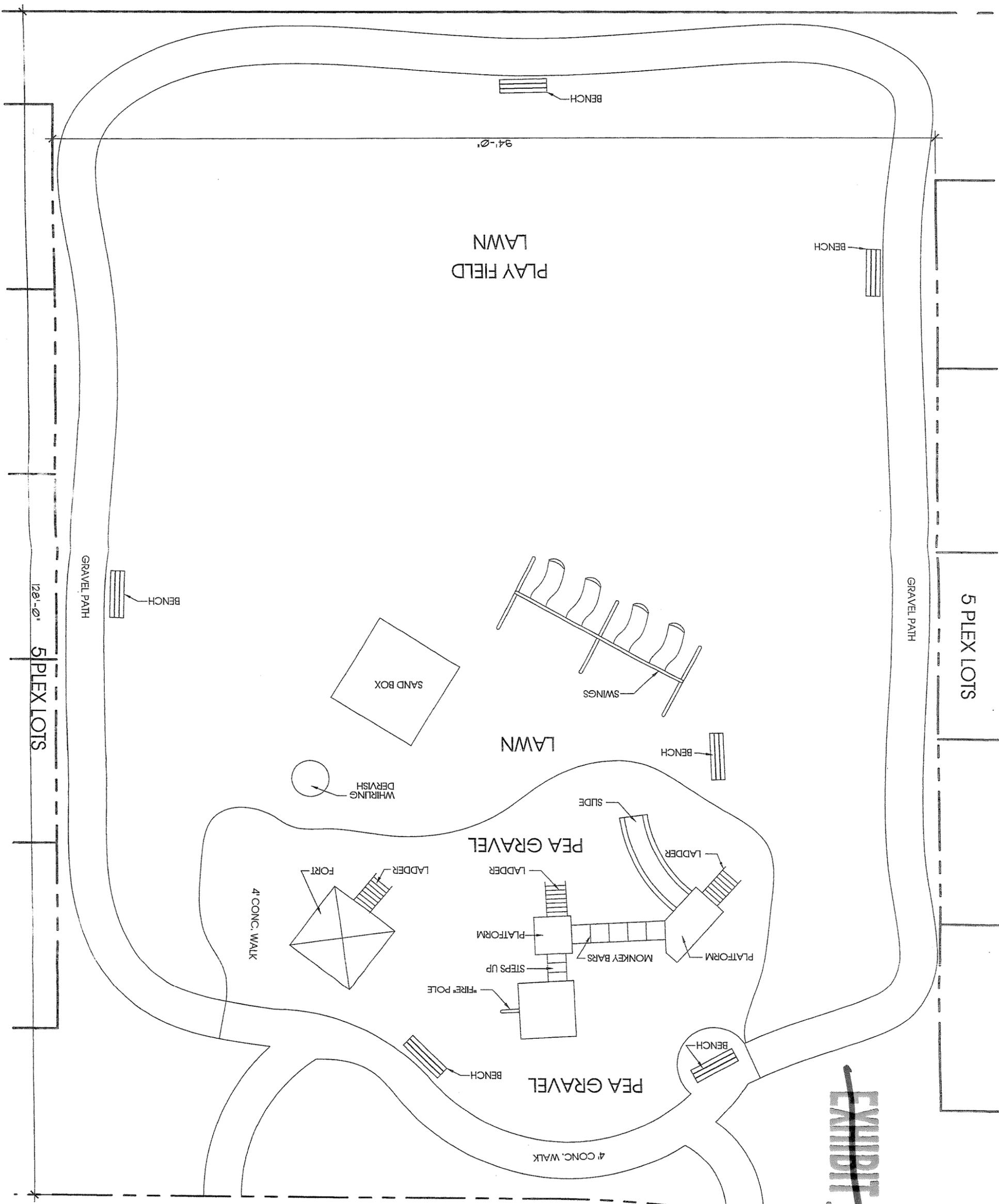


GRINSTAD & WAGNER ARCHITECTS (360) 676-9501

A RESIDENTIAL DEVELOPMENT  
Trail Cook Park  
SEDRO WOOLEY, WA

SHEET 2

25 OCTOBER 2007  
SCHEMATIC PLAYGROUND PLAN



~~EXHIBIT C~~

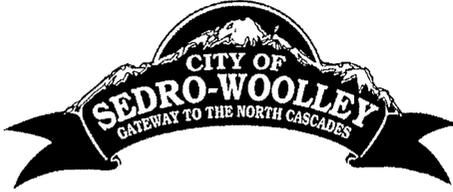
NEW  
BUSINESS

CITY COUNCIL AGENDA  
REGULAR MEETING

MAY 14 2008

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

CITY OF SEDRO-WOOLLEY  
Sedro-Woolley Municipal Building  
325 Metcalf Street  
Sedro-Woolley, WA 98284  
Phone (360) 855-9922  
Fax (360) 855-9923



Eron M. Berg  
City Supervisor/City Attorney

---

MEMO TO: City Council  
FROM: Eron Berg  
RE: Signature Authority Ordinance  
DATE: May 14, 2008

**FIRST READING**

ISSUE: Should the Council enact the attached ordinance identifying the process for approving contracts and delegating limited authority to execute certain agreements?

BACKGROUND: The City does not have a clear policy on the execution of agreements. We have contracts and agreements on file that have been signed by department heads without review by the council, contracts signed by the mayor, signed by the mayor with approval of the council, signed by me with and without approval of the council, etc.

The purpose of this ordinance is to clearly establish a policy on the execution of contracts and agreements that identifies who can sign what, in what dollar amount and with what approvals. This ordinance establishes a threshold of \$10,000 for contracts that may be signed by the mayor or the city supervisor without council approval, *provided*, that the money to pay for the contract is budgeted by the council and the agreement's form is approved by the city attorney. It requires any conveyance for land to be approved by the council and signed by the mayor and any contract over \$10,000 to be approved by the council.

RECOMMENDATION: *No action requested; first reading only.*

**Ordinance No.**

**AN ORDINANCE IMPLEMENTING A PROCESS FOR EXECUTING AGREEMENTS TO WHICH THE CITY IS A PARTY AND DELEGATING AUTHORITY FOR CERTAIN LIMITED CONTRACTS.**

**Whereas**, the City is a party to a variety of contracts and agreements and has addressed the approval of those agreements differently over time;

**Whereas**, the City Council of the City of Sedro-Woolley wishes to implement policies to clearly establish a process and establish thresholds of authority to contract;

**Whereas**, the City Council for the City of Sedro-Woolley desires to expedite the approval process for minor agreements that are consistent with the approved budget; and

**Whereas**, the City Council of the City of Sedro-Woolley finds that it is in the best interest of the City and the people of the City to adopt the following code addressing the execution of contracts.

**THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY DO HEREBY ORDAIN AS FOLLOWS:**

**Section 1.** A new chapter to Sedro-Woolley Municipal Code, Title 2 is hereby as set forth on the attached Appendix A and incorporated by reference.

**Section 2.** The City Council hereby finds that establishing a process for executing contracts and conveyances as well as delegating authority for the execution of minor contracts for which funds have been budgeted is helpful to the business of the City.

**Section 3.** If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

**Section 4.** Nothing herein shall interfere with or otherwise limit the emergency procurement authority identified in Ordinance No. 1563-06.

**Section 5** This ordinance shall take effect five (5) days from and after its passage, approval, and publication as provided by law.

**PASSED** by majority vote of the members of the Sedro-Woolley City Council this \_\_\_\_ day of \_\_\_\_\_, 2008, and signed in authentication of its passage this \_\_\_\_ day of \_\_\_\_\_, 2008.

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Mike Anderson, Mayor

Attest:

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Patsy Nelson, Clerk/Treasurer

Approved as to form:

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Eron Berg, City Attorney

Published:

## **Appendix A**

### **Chapter 2. \_\_ EXECUTION OF CONTRACTS AND OTHER LEGAL DOCUMENTS**

#### **Sections:**

- 2. \_\_.010 Purpose.
- 2. \_\_.020 Contract administration.
- 2. \_\_.030 Documents conveying real property interests.
- 2. \_\_.040 Execution of documents.
- 2. \_\_.050 Responsibility of Finance Department.
- 2. \_\_.060 Minor Contracts - Execution.
- 2. \_\_.070 Execution of contracts over \$10,000.

#### **2. \_\_.010 Purpose.**

The following provisions and procedures shall be followed in conjunction with the approval and execution of contracts and other legal documents to which the City is a party.

#### **2. \_\_.020 Contract administration.**

All contracts to which the City is a party shall be in writing, and executed in the name of the City by the Mayor or the City Supervisor under the direction of the City Council. In the absence of the City Supervisor or Mayor, as the case may be, the Mayor Pro Tem may execute contracts. The City Council may also designate other City officials to have signature authority for specific contracts or agreements as identified by the Council. Such documents shall be attested by the Finance Director and approved as to form by the City Attorney.

No contracts to which the City is obligated shall be executed in the name of a department of the City.

#### **2. \_\_.030 Documents conveying real property interests.**

All documents by which the City conveys or receives an interest in real property shall be executed in behalf of the City by the Mayor or Mayor Pro Tem. However, if the document provides for the grant of real property or an interest in real property to the City and the document by its terms is not required to be executed by the Grantee (the City), no such execution shall be required.

#### **2. \_\_.040 Execution of documents.**

All contracts and real property conveyances which, as provided herein, require execution by the Mayor or Mayor Pro Tem, shall only be so executed following authorization by the City Council. Such authorization shall be in the form of a motion

approved by a majority of the City Council. Provided, however, when the City Council by motion or otherwise awards a contract by acceptance of a bid or acceptance of a proposal, such award shall be deemed an authorization for the Mayor or City Supervisor to execute the contract.

**2. \_\_.050 Responsibility of Finance Department.**

It shall be the responsibility of the Finance Department to retain signed originals of all contracts and real property conveyances to which the City is a party.

**2. \_\_.060 Minor Contracts - Execution.**

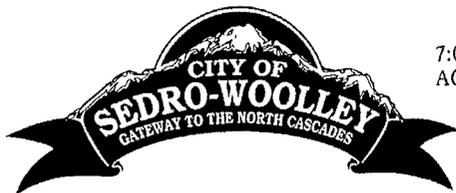
The City Council hereby directs and authorizes the City Supervisor to execute minor service provider and other routine contracts without individual approval of each contract by the City Council. For the purpose of this Section, a minor contract is defined to mean a contract having a dollar amount of Ten Thousand Dollars (\$10,000.00) or less, excluding sales tax, if any. The Mayor or City Supervisor may, upon their own volition, place any specific contract on the Council agenda for Council authorization as they see fit. Provided, however, the Mayor or City Supervisor shall execute no contract for which funds have not been appropriated by the City Council.

**2. \_\_.070 Execution of contracts over \$10,000.**

All contracts not defined as minor contracts shall be executed by the Mayor or Mayor Pro Tem pursuant to the process set forth in Section 2. \_\_.040 above.

CITY COUNCIL AGENDA  
REGULAR MEETING

MAY 14 2008



7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 9

CITY OF SEDRO-WOOLLEY  
Sedro-Woolley Municipal Building  
325 Metcalf Street  
Sedro-Woolley, WA 98284  
Phone (360) 855-9922  
Fax (360) 855-9923

Eron M. Berg  
City Supervisor/City Attorney

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MEMO TO: City Council  
FROM: Eron Berg  
RE: S-W Bark Park  
DATE: May 14, 2008

**FIRST READING**

ISSUE: Should the Council enact the attached ordinance amending various sections of the SWMC to allow for an off-leash area at the new S-W Bark Park?

BACKGROUND: The City Council budgeted funds to establish a dog park in the 2008 budget. Since that time, the City has been working with the Rotary and it appears (subject to approval by the Rotary membership) that the Rotary is likely to purchase and install the fencing for the new park. The City's funds will be used to add additional features at the S-W Bark Park.

The law of the City currently requires dogs on leashes, especially when in City parks. The attached ordinance makes an exception for dogs within the fenced confines of the S-W Bark Park, requires that owners continue to maintain control of and attend to their dogs at the dog park, and authorizes the mayor to make rules for the use of the park.

RECOMMENDATION: *No action requested; first reading only.*

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE SEDRO-WOOLLEY MUNICIPAL CODE TO CREATE THE SEDRO-WOOLLEY BARK PARK AND ALLOW FOR AN OFF-LEASH AREA

Whereas, the City Council desires to authorize the Parks & Recreation department to open the S-W Bark Park, a park intended to provide an off-lease area for dogs; and

Whereas, SWMC 6.08.020 defines an “at-large” animal and needs to be amended to address the off-leash area at the S-W bark Park, and

Whereas, SWMC 12.36.010 regulates dogs in city parks and requires amendment to accommodate the off-leash area at the S-W Bark Park, and

Whereas, the City Council desires to authorize the Mayor to promulgate rules and regulations for the use of the S-W Bark Park,

THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY DO HEREBY ORDAIN AS FOLLOWS:

**Section 1.** SWMC 6.08.021 F is amended to read as follows:

F. “At large” means to be off the premises of the owner and not under the control of the owner or of an authorized person over twelve years of age, either by leash or otherwise, but an animal within an automobile or other vehicle of its owner shall be deemed to be upon the owner’s premises. When the dog is within the fenced perimeter of the S-W Bark Park, “at large” means unattended and not under the control of the owner or of an authorized person over twelve years of age.

**Section 2.** SWMC 12.36.010 C is amended to read as follows:

C. No person shall permit an animal in a city park except when contained by a leash, and animal waste must be picked up and properly disposed, *provided*, that the leash requirement in this section does not apply to dogs within the fenced perimeter of the S-W Bark Park when the dog is attended and under the control of the owner or of an authorized person over twelve years of age.

**Section 3.** The Mayor is authorized to promulgate rules and regulations for the use of the S-W Bark Park, the same shall be posted at the S-W Bark Park.

**Section 4.** This ordinance shall be effective five (5) days after passage and publication as provided by law.

**Section 5.** The provisions of this ordinance are declared to be severable, and if any section, sentence, clause or phrase of this ordinance shall for any reason be held invalid

or unconstitutional or if the application of this ordinance to any person or circumstances shall be held invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clause or phrases of this ordinance.

**PASSED** by majority vote of the members of the Sedro-Woolley City Council this \_\_\_\_ day of \_\_\_\_\_, 2008, and signed in authentication of its passage this \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Mike Anderson, Mayor

Attest:

\_\_\_\_\_  
Patsy Nelson, Clerk/Treasurer

Approved as to form:

\_\_\_\_\_  
Eron Berg, City Attorney

Published: