

Next Ord: 1699-11
Next Res: 839-11

VISION STATEMENT

SEDRO-WOOLLEY IS A FRIENDLY CITY THAT IS CHARACTERIZED BY CITY GOVERNMENT AND CITIZENS WORKING TOGETHER TO ACHIEVE A PROSPEROUS, VIBRANT AND SAFE COMMUNITY

MISSION STATEMENT

TO PROVIDE SERVICES AND OPPORTUNITIES WHICH CREATE A COMMUNITY WHERE PEOPLE CHOOSE TO LIVE, WORK AND PLAY

CITY COUNCIL AGENDA

February 23, 2011

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
 - b. Finance
 - Claim Checks #71442 to # 71548 in the amount of \$187,280.90.
 - Payroll Checks #49773 to #49878 in the amount of \$179,217.79.
 - c. Community Event Status - Sedro-Woolley Rotary Club Summer Concert Series
 - d. Tactical Equipment Grant Bid Awards - Blumenthal Uniforms and ProForce Marketing
 - e. Possible Bid Award - Public Works Agreement Nos. 2011-PW-08, 09, 10, 11 and 12 - Miscellaneous On-Call Maintenance Services
4. Special Presentation - Skagit Valley Tulip Festival Poster - Cindy Verge
 5. Public Comment (Limited to 3-5 minutes)

UNFINISHED BUSINESS

6. Ordinance - Council Meeting Day Change (2nd reading - action requested)

NEW BUSINESS

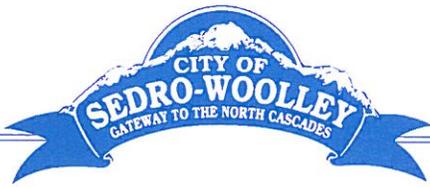
7. Community Center Cleaning Ordinance - (1st reading)
8. Senior Center Rental Ordinance - (1st reading)

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

There may be an Executive Session immediately preceding, during or following the meeting.

FEB 23 2011

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 1-3



DATE: February 23, 2011
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 February 23, 2011 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 Thomas Storrs
___ Ward 4 Councilmember Keith Wagoner
___ Ward 5 Councilmember Hugh Galbraith
___ Ward 6 Councilmember Rick Lemley
___ At-Large Councilmember Brett Sandström

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.

FEB 23 2011

CITY OF SEDRO-WOOLLEY

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

Regular Meeting of the City Council
February 9, 2011 – 7:00 P.M. –City Hall Council Chambers

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Ted Meamber, Tony Splane, Tom Storrs. Keith Wagoner, Hugh Galbraith, Rick Lemley and Brett Sandström. Staff: Recorder Brue, Finance Director Nelson, City Supervisor/Attorney Berg, Engineer Freiberger, Planner Moore, Fire Chief Klinger and Police Chief Wood.

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

Pledge of Allegiance

Consent Calendar

- Minutes from Previous Meeting
- Finance
 - Claim Checks #71328 to #71441 in the amount of \$122,040.79
 - Payroll Checks #49669 to #49772 in the amount of \$251,084.50
- Misc. Annual Contracts/Agreements
 1. Loggerodeo, Inc.
 2. Sedro-Woolley Chamber of Commerce
 3. Skagit Valley Tulip Festival
 4. Sedro-Woolley Riding Club
 5. Sedro-Woolley Farmers Market
 6. Sedro-Woolley Museum
 7. Sedro-Woolley Rotary (Concert Series)
- Grant Agreement between Northwest Clean Air Agency and the city of Sedro-Woolley
- Possible Bid Award – Public Works Agreement No. 2011-PW-02 – Safety Tree Service
- Professional Service Agreements No. 2011-PS-02 through 7,9 and 10 for Miscellaneous On-Call Professional Services
- Possible Bid Award – Public Works Agreement Nos. 2011-03 through 05 – On-Call Construction Services
- Possible Bid Award – Public Works Agreement No. 2011-PW-13 – 2011 Library Furnace Replacement
- Possible Bid Award – Public Works Agreement No. 2011-PW-14 – 2011 Library Insulation Project

Councilmember Storrs moved to approve the consent calendar A through I. Seconded by Councilmember Meamber.

Councilmember Sandström questioned how the trees were determined for removal. Engineer Freiberger noted that most are ones on Sapp Road drop limbs and are Alders

that are at the age for removal. The one on 8th Street the root ball is intruding into the street and the Jones Road tree is at the request of property owners.

Motion carried (7-0).

Public Comment

No comments received.

UNFINISHED BUSINESS

Ordinance – Proposed Modifications to Municipal Code to Regulate New Alcohol Serving Establishments (bars) in the Central Business District

Planner Moore stated the topic was discussed at the last Council meeting and the point of the ordinance is intended to regulate new businesses, not existing businesses. It would modify and make the alcohol serving establishments a conditional use.

Council discussion ensued regarding the conditional use process, boundary lines of the Central Business District (CBD),

Michelle Anderson – Keenen, 700 N. Reed #51, questioned who will check to see if conditions are being done. She also expressed concern of lack of follow through on checks.

Councilmember Storrs moved to adopt Ordinance No. 1696-11 to modify SWMC Title 17 to require conditional use approval for new alcohol serving establishments in the Central Business District. Councilmember Splane seconded.

Discussion ensued regarding the wording of primary source of revenue from alcohol sales, necessity of listing a percentage, tracking of alcohol sales, tracking by the State Liquor Control Board,

Michelle Anderson again to the podium spoke on past percentage requirements which do not seem to be in effect. Anderson also addressed her vision of operating a business in the future. She also answered questions from Councilmember's regarding ways to monitor percentage of food versus alcohol sales, which would be itemized by the cash till.

Further discussion ensued regarding clarification of percentages.

Mayor Anderson restated the motion to adopt Ordinance No. 1696-11 to modify SWMC Title 17 to require conditional use approval for new alcohol serving establishments in the Central Business District, adding after prime source 50%.

Motion carried (7-0).

Ordinance – Proposed Modification to Municipal code Regarding the Keeping of Chickens, Ducks, Bees and Small Non-hoofed Animals

Planner Moore reviewed a slight change to the ordinance as a result of Council comments from the last meeting. The change is additional wording under Section 2 Keeping of Animals “This chapter shall not apply to the keeping of common household pets (dogs, cats, rodents, reptiles) or other pets that are primarily kept indoors”. Moore also noted that Council had numerous questions regarding bees that he was not qualified to answer, he noted in attendance tonight are members of the Skagit Valley Bee Keepers Association who can address questions regarding bee keeping.

Several Councilmember’s expressed concern of the keeping of bees within the City limits.

Bill Marcus – 5779 Brookings Road, President of Skagit Valley Bee Keepers and Petroleum manager at Skagit Supply. He spoke on the importance of bees in the pollinating of foods and encouraged passage of the ordinance. He addressed several myths of bees noting that it is possible to change the aggressiveness of a hive through good bee keeping. Bees are already here and noted bees can travel up to 5 miles. Marcus addressed the number of bee keepers in Skagit Valley who are very small in number. He also addressed the number of hives, urban and rooftop bee keeping, number of bees within a hive, the prohibitive cost of bee keeping and the difficulty of keeping bees alive in the winter months.

Jim Newbaker – 935 Sterling St., addressed raising chickens in backyards. He noted he has had chickens and wondered what the concerns of having female chickens were. He noted chickens should not be allowed to roam.

Planner Moore noted that the topic started at the Council level with citizens speaking both in favor and against. It was referred by Council to the Planning Commission for review and the Planning Commission held a series of public hearing and the proposed ordinance is the result.

Councilmember Wagoner addressed numerous concerns of chickens with discussion held to include intent of ordinance to allow chickens with conditions.

Rick Judd – Planning Commission Chair, addressed Council and pointed them to the conditions of the ordinance which tries to address concerns that might arise.

Mayor Anderson addressed the setbacks listed and expressed concern of being too close to neighboring properties. Discussion ensued regarding the setbacks. Bees and limiting to two hives.

Ed Marcus – 18354 Best Road, Mount Vernon, Skagit Valley Bee Keepers, noted in the classes on bee keeping it is recommended to have two hives. It gives a comparison between hives to see that things are going well. He also addressed the difficulty of

keeping bees alive during the winter months. Believe limiting bee keeping to be an error and two hives would be a good compromise. Marcus also addressed other concerns presented such possible hives near the high school.

Further discussion took place regarding behavior of chickens, polling of neighbors, concern of the food and animal waste from chickens, complaints on allowed animals, enforcement by the Building Department and compliance and criteria within the proposed ordinance.

Councilmember Sandström moved to adopt Ordinance No. 1697-11 An Ordinance amending the Sedro-Woolley Municipal Code to allow for the keeping of chickens, ducks, bees and small non-hoofed animals with the addition of allowing two bee hives per lot and 10 foot side yard setbacks for any pens, shelters or sheds. Seconded by Councilmember Meamber.

Discussion was held regarding chickens roaming in front yards, Planning Commission consideration of front set backs,

Councilmember Meamber called for the question.

Motion carried (5-2, Councilmember's Wagoner and Galbraith opposed).

Ordinance – Updating Sedro-Woolley Municipal Code (SWMC) Title 9

City Supervisor/Attorney Berg reviewed the proposed ordinance updating the Sedro-Woolley Municipal Code Title 9. He noted this was at the request of the Prosecuting Attorney, Jennifer Bouwens. The ordinance will bring the code into line with current state code in the Revised Code of Washington, the RCW, and clarify other cumbersome portions. Berg noted this was more of a housekeeping matter.

Councilmember Galbraith moved to adopt Ordinance No. 1698-11 An Ordinance of the City of Sedro-Woolley Updating Sections of the Sedro-Woolley Municipal Code Title 9 and adopting certain state criminal statutes. Seconded by Councilmember Sandström. Motion carried (7-0).

NEW BUSINESS

Parks Memorial Tree Program

City Supervisor/Attorney Berg addressed the possibility of a memorial tree program within our Parks system. He noted the Parks Advisory Board unanimously endorsed the creation of a tree donation program. The program would allow a citizen to purchase a tree and have it placed in a city park as a memorial to family or friends or simply to do a good deed for the parks. Berg stated this program would take advantage of city owned nursery stock with a fee to be paid for the labor. He noted if Council is interested a formal ordinance would be brought back to formalize the program.

Council consensus was for Berg to draft an ordinance for consideration at the next meeting. Discussion of the fees was held.

Council Meeting Schedule

City Supervisor/Attorney Berg brought up for discussion trying to consolidate City meetings on the same day of the week. Currently Council meeting the first Tuesday and second and fourth Wednesday.

Discussion followed to include the benefit of having meetings on the same day, individual member's schedules and the value of having everyone in attendance.

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Fire Chief Klinger – announced the award of Assistance to Firefighters Grant in partnership with the City of Mount Vernon Fire Department from the Department of Homeland Security. The grant would purchase none new Mobile Data Terminals which would be installed in the Fire vehicles. The grant is for a total of \$55,905.00 with the City portion being \$2,795.00. Klinger requested Council authorized the Mayor to accept the grant.

Councilmember Sandström moved to authorize the Mayor to accept the Assistance to Firefighters Grant for the amount of \$53,110.00 and allocate the 5% matching funds for \$2,795.00 for a total of \$55,905.00. Seconded by Councilmember Lemley. Motion carried (7-0).

Police Chief Wood – noted the grant that Mount Vernon received will benefit law enforcement. He also reported on his research for resisting arrest as a misdemeanor charge.

Councilmember Lemley – congratulated Sedro-Woolley School District and the community on the passage of the bond for Cascade Middle School remodel.

Councilmember Sandström – encouraged Council to consider attending the upcoming forum on Envision Skagit 2060.

EXECUTIVE SESSION

The meeting adjourned to Executive session at 8:29 P.M. for the purpose of potential litigation with a possible decision for a period of 10 minutes.

The meeting reconvened at 8:43 P.M.

Councilmember Storrs moved to approve agreement with Tim Howland regarding a utility dispute. Seconded by Councilmember Meamber. Motion carried (7-0).

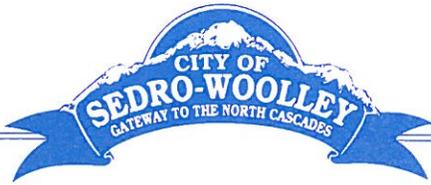
Councilmember Lemley moved to adjourn. Seconded by Councilmember Galbraith. Motion carried (7-0).

The meeting adjourned at 8:43 P.M.

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 23 2011

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 36



DATE: February 23, 2011
TO: Mayor Anderson and City Council
FROM: Patsy Nelson, Finance Director
SUBJECT: FINANCE - CLAIMS

Attached you will find the Claim Checks register proposed for payment for the period ending February 23, 2011.

Motion to approve Claim Checks #71442 to #71548 in the amount of \$187,280.90.

Motion to approve Payroll Checks #49773 to #49878 in the amount of \$179,217.79.

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

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 02/23/2011 (Printed 02/18/2011 10:21)

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
71442	SKAGIT COUNTY AUDITOR	MISC-FILING FEES/LIEN EXP	SWR	2,604.00
		MISC-FILING FEES/LIEN EXP	SAN	2,232.00
		OPERATING SUPPLIES	SWTR	62.00
		WARRANT TOTAL		4,898.00
71443	VOLLANS, MATT	TRAVEL	PD	72.00
		WARRANT TOTAL		72.00
71444	ALLELUJAH BUSINESS SYSTEMS	OPERATING SUPPLIES	SWR	1.62
		WARRANT TOTAL		1.62
71445	ALPINE FIRE & SAFETY	OPERATING SUPPLIES	SWR	204.23
		WARRANT TOTAL		204.23
71446	ANACO TV & APPLIANCE	MACHINERY & EQUIPMENT	F-C	5,019.40
		WARRANT TOTAL		5,019.40
71447	A.T.V. ACCESSORIES	VEHICLES	PD	513.95
		WARRANT TOTAL		513.95
71448	APSCO INC.	MAINT OF PUMPING EQUIP	SWR	421.59
		MAINT OF GENERAL EQUIP	SWR	4,321.43
		WARRANT TOTAL		4,743.02
71449	ARAMARK UNIFORM SERVICES	MISC-LAUNDRY	CEM	10.17
		MISC-LAUNDRY	ST	15.87
		LAUNDRY	SWR	22.30
		WARRANT TOTAL		48.34
71450	ASSOCIATION OF WA CITIES	RETIRED MEDICAL	PD	8,768.55
		WARRANT TOTAL		8,768.55
71451	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	PD	1,707.34
		AUTO FUEL/DIESEL	FD	688.30
		AUTO FUEL/DIESEL	PK	278.46
		AUTO FUEL/DIESEL	SWR	127.61
		AUTO FUEL/DIESEL	SAN	16.65
		AUTO FUEL/DIESEL	SAN	16.42
		AUTO FUEL/DIESEL	SAN	66.13
		AUTO FUEL/DIESEL	SAN	108.42
		WARRANT TOTAL		3,009.33
71452	BANK OF AMERICA	MISC-TUITION/REGISTRATION	FIN	100.00
		REPAIR/MT-HAMMER SQUARE	PK	438.21
		MISC-DUES/SUBSCRIPTIONS	CEM	15.14
		REPAIRS/MAINT-EQUIP	SAN	2,345.15
		CONTAINERS	SAN	119.30
		WARRANT TOTAL		3,017.80
71453	BANK OF AMERICA	TUITION/REGISTRATION	PD	425.00
		TUITION/REGISTRATION	PD	595.00
		WARRANT TOTAL		1,020.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
71454	BANK OF AMERICA	SUPPLIES	LIB	304.05
		SUPPLIES	LIB	110.49
		EARLY LITERACY	LIB	54.90
		EARLY LITERACY	LIB	35.97
		BOOKS, PERIOD, RECORDS	LIB	204.90
		WARRANT TOTAL		710.31
71455	BANK OF AMERICA	OFFICE SUPPLIES	FD	5.40
		WARRANT TOTAL		5.40
71456	BANK OF AMERICA	SOFTWARE MAINT & SUPPORT	IT	14.99
		NETWORK HARDWARE	IT	173.10
		NETWORK HARDWARE	IT	175.00
		REPAIR/MAINTENANCE	SAN	776.77
		WARRANT TOTAL		1,139.86
71457	BAY CITY SUPPLY	OPERATING SUP - SENIOR CTR	PK	280.94
		WARRANT TOTAL		280.94
71458	BIRCH EQUIPMENT CO INC	RENTAL-EQUIPMENT	ST	286.73
		WARRANT TOTAL		286.73
71459	BIO-ENVIRONMENTAL SOLUTIONS	MAINTENANCE OF LINES	SWR	1,244.30
		WARRANT TOTAL		1,244.30
71460	BLUMENTHAL UNIFORM & EQUP	UNIFORMS/ACCESSORIES	PD	194.44
		UNIFORMS/ACCESSORIES	PD	66.35
		WARRANT TOTAL		260.79
71461	BOARD FOR VOLUN. RESERVE	RESERVES/EXTRA HELP	PD	780.00
		WARRANT TOTAL		780.00
71462	BOUWENS, JENNIFER A.	PROF SVC-PROSECUTING ATTY	LGL	2,500.00
		WARRANT TOTAL		2,500.00
71463	BROWN & COLE STORES	OPERATING SUPPLIES	FD	2.58
		WARRANT TOTAL		2.58
71464	CV COMPOST	OPERATING SUPPLIES	SAN	657.30
		WARRANT TOTAL		657.30
71465	CARLETTI ARCHITECTS P.S.	CONSTRUCTION	F-C	1,364.16
		WARRANT TOTAL		1,364.16
71466	CARROT-TOP INDUSTRIES INC	OPERATING SUP - RIVERFRONT	PK	234.86
		WARRANT TOTAL		234.86
71467	CASCADE NATURAL GAS CORP.	PUBLIC UTILITIES	PD	66.29
		PUBLIC UTILITIES	FD	387.77
		UTILITIES-COMMUNITY CTR	PK	172.80
		UTILITIES-SENIOR CENTER	PK	126.22
		UTILITIES-HAMMER SQUARE	PK	73.13

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		REPAIR/MAINTENANCE	PD	86.56
		REPAIR/MAINTENANCE	PD	86.56
		REPAIR/MAINTENANCE	PD	86.56
		REPAIR/MAINTENANCE	PD	86.56
		REPAIR/MAINTENANCE	PD	86.56
		REPAIR/MAINTENANCE	PD	86.56
		REPAIR/MAINTENANCE	PD	86.56
		REPAIR/MAINTENANCE	PD	86.56
		REPAIR/MAINTENANCE	PD	86.56
		REPAIR/MAINTENANCE	PD	86.56
		REPAIR/MAINTENANCE	PD	86.56
		REPAIR/MAINTENANCE	PD	4,180.85
		MACHINERY & EQUIPMENT	F-C	2,898.77
		WARRANT TOTAL		8,637.70
71477	DEZURIK, INC.	MAINTENANCE OF VEHICLES	SWR	126.72
		WARRANT TOTAL		126.72
71478	DOUGHER, MELISSA	MACHINERY & EQUIPMENT	PD	119.70
		WARRANT TOTAL		119.70
71479	E & E LUMBER	MACHINERY & EQUIPMENT	PD	17.55
		OPERATING SUPPLIES	FD	46.05
		SMALL TOOLS & MINOR EQUIP	FD	20.38
		SMALL TOOLS & MINOR EQUIP	FD	6.79
		SMALL TOOLS & MINOR EQUIP	FD	83.54
		OPERATING SUP - RV PARK	PK	1.94
		OPERATING SUP - COMM CENTER	PK	108.43
		SMALL TOOLS & MINOR EQUIP	PK	3.78
		REPAIRS/MT-COMMUNITY CTR	PK	38.21
		REPAIRS/MT-COMMUNITY CTR	PK	84.04
		OPERATING SUPPLIES	CEM	26.26
		REPAIR/MAINT-STREETS	ST	124.06
		REPAIR/MAINT-STREETS	ST	12.93
		REPAIRS/MAINT-BUILDING	SAN	44.33
		REPAIRS/MAINT-BUILDING	SAN	56.24
		OPERATING SUPPLIES	SAN	114.39
		OPERATING SUPPLIES	SAN	42.12
		SMALL TOOLS & MINOR EQUIP	SAN	28.13
		WARRANT TOTAL		859.17
71480	EDGE ANALYTICAL, INC.	PROFESSIONAL SERVICES	SWR	682.00
		WARRANT TOTAL		682.00
71481	ENTERPRISE OFFICE SYSTEMS	OFFICE/OPERATING SUPPLIES	PD	8.65
		WARRANT TOTAL		8.65
71482	EMERGENCY MEDICAL PRODUCTS INC	OPERATING SUPPLIES	FD	280.91
		SAFETY EQUIPMENT	PK	25.99
		SAFETY EQUIPMENT	PK	19.55
		WARRANT TOTAL		326.45

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
71483	FABER CRANE SERVICES LLC	REPAIR/MAINTENANCE-EQUIP	SWR	503.13
		WARRANT TOTAL		503.13
71484	FAMILY FUN	BOOKS, PERIOD, RECORDS	LIB	17.50
		WARRANT TOTAL		17.50
71485	FINANCIAL CONSULTANTS INTERNA'L INC	VEHICLES	PD	10,345.50
		WARRANT TOTAL		10,345.50
71486	FRONTIER	TELEPHONE	JUD	74.94
		TELEPHONE	EXE	112.41
		TELEPHONE	FIN	112.41
		TELEPHONE	LGL	49.96
		TELEPHONE	IT	37.47
		TELEPHONE	PLN	37.47
		TELEPHONE	ENG	87.43
		TELEPHONE	PD	374.50
		TELEPHONE	PD	58.17
		TELEPHONE	FD	137.39
		TELEPHONE	INSP	37.47
		TELEPHONE	PK	24.98
		TELEPHONE	PK	86.49
		PUBLIC UTILITIES-CITY HALL	PK	116.32
		TELEPHONE	ST	12.49
		TELEPHONE	LIB	62.45
		TELEPHONE	SWR	99.92
		TELEPHONE	SAN	49.96
		TELEPHONE	SAN	52.88
		WARRANT TOTAL		1,625.11
71487	GARDNER ELECTRONICS	REPAIR & MAINT - AUTO	PD	121.18
		VEHICLES	PD	865.60
		WARRANT TOTAL		986.78
71488	GUARDIAN NW TITLE & ESCROW	MISC-FILING FEES/LIEN EXP	SWR	127.00
		WARRANT TOTAL		127.00
71489	HEITMAN, CHARLES	RETIRED MEDICAL	PD	34.05
		RETIRED MEDICAL	PD	1,158.00
		WARRANT TOTAL		1,192.05
71490	HONEY BUCKET	UTILITIES-PORTABLE TOILETS	PK	64.50
		UTILITIES-PORTABLE TOILETS	PK	64.50
		WARRANT TOTAL		129.00
71491	INTERNTL CODE COUNCIL INC	MISC-DUES/SUBSCRIP/MEMSHIP	PLN	100.00
		WARRANT TOTAL		100.00
71492	KARL'S PAINTS LLC	REPAIR/MT-HAMMER SQUARE	PK	94.10
		WARRANT TOTAL		94.10
71493	KROESEN'S INC.	UNIFORMS	FD	593.15

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		593.15
71494	L N CURTIS & SONS	FIRE TRUCK	FD	1,448.10
		WARRANT TOTAL		1,448.10
71495	LABCORP	MISC-PERMITS & LICENSES	PK	39.00
		WARRANT TOTAL		39.00
71496	L.A. EXCAVATING & SELECTIVE LOGGING	MAINTENANCE OF LINES	SWR	1,920.04
		MAINTENANCE OF LINES	SWR	3,773.93
		MAINTENANCE OF LINES	SWR	1,444.47
		WARRANT TOTAL		7,138.44
71497	LAUNCHING SUCCESS LEARNING STORE	EARLY LITERACY	LIB	61.81
		WARRANT TOTAL		61.81
71498	L.E.I.R.A./JULIE UBERT, TREAS	TUITION/REGISTRATION	PD	100.00
		WARRANT TOTAL		100.00
71499	MCCANN, WILLIAM R.	INDIGENT DEFEND CONTR	JUD	2,557.50
		WARRANT TOTAL		2,557.50
71500	MCLOUGHLIN & EARDLEY CORP	VEHICLES	PD	555.61
		VEHICLES	PD	537.15
		WARRANT TOTAL		1,092.76
71501	MUNICIPAL EMERGENCY SERVICES, INC.	REPAIRS/MAINT-EQUIP	FD	181.00
		WARRANT TOTAL		181.00
71502	MOTOR TRUCKS, INC.	REPAIRS/MAINT-EQUIP	FD	50.78
		REPAIR/MAINTENANCE-EQUIP	ST	140.23
		REPAIRS/MAINT-EQUIP	SAN	448.91
		WARRANT TOTAL		359.46
71503	MOUNT VERNON TOWING INC	REPAIRS/MAINT-EQUIP	SAN	486.90
		WARRANT TOTAL		486.90
71504	MT VERNON BUS. MACHINES	SUPPLIES	FIN	167.71
		WARRANT TOTAL		167.71
71505	NORTH CASCADE FORD	REPAIRS/MAINT-EQUIP	FD	291.59
		WARRANT TOTAL		291.59
71506	NORTH CASCADE VET HOSPITAL	SEWER SERVICE CHARGES		1,026.76
		WARRANT TOTAL		1,026.76
71507	OFFICE DEPOT	SUPPLIES/BOOKS	PLN	21.04
		SUPPLIES	ENG	21.05
		OFFICE SUPPLIES	FD	53.55
		OFFICE SUPPLIES	FD	14.11
		OFF/OPER SUPPS & BOOKS	INSP	21.05
		WARRANT TOTAL		130.80

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
71508	OVERHEAD DOOR COMPANY	REPAIR/MAINT-GARAGE	FD	1,920.77
		WARRANT TOTAL		1,920.77
71509	PACIFIC POWER BATTERIES	OPERATING SUPPLIES	SWR	38.28
		WARRANT TOTAL		38.28
71510	PAT RIMMER TIRE CTR, INC	REPAIR & MAINT - AUTO	PD	908.88
		REPAIR & MAINT - AUTO	PD	97.34
		REPAIRS/MAINT-EQUIP	SAN	48.69
		WARRANT TOTAL		1,054.91
71511	PLATT	MAINT OF GENERAL EQUIP	SWR	62.22
		WARRANT TOTAL		62.22
71512	PROBUILD	REPAIR/MAINT-STREETS	ST	372.94
		WARRANT TOTAL		372.94
71513	PUGET SOUND ENERGY	PUBLIC UTILITIES	ST	8,636.74
		WARRANT TOTAL		8,636.74
71514	REMEDY RESOURCE GROUP	TUITION/REGISTRATION	PD	200.00
		WARRANT TOTAL		200.00
71515	SCIENTIFIC SUPPLY	OPERATING SUPPLIES	SWR	274.86
		WARRANT TOTAL		274.86
71516	SEAWESTERN FIRE FIGHTING EQUIP.	REPAIRS/MAINT-EQUIP	FD	469.59
		WARRANT TOTAL		469.59
71517	SEDRO-WOOLLEY AUTO PARTS	REPAIR & MAINT - AUTO	PD	47.34
		REPAIRS/MAINT-EQUIP	FD	3.28
		OPERATING SUPPLIES	CEM	19.47
		OPERATING SUPPLIES	ST	7.75
		OPERATING SUPPLIES	SWR	60.59
		WARRANT TOTAL		138.43
71518	SJOSTROM LAW OFFICE	MISC-FILING FEES/LIEN EXP	SWR	2,535.80
		MISC-FILING FEES/LIEN EXP	SAN	221.13
		OPERATING SUPPLIES	SWTR	324.77
		WARRANT TOTAL		3,081.70
71519	SKAGIT CO HEALTH DEPT	MISC-PERMITS & LICENSES	PK	100.00
		WARRANT TOTAL		100.00
71520	SKAGIT CO. PUBLIC WORKS	SOLID WASTE DISPOSAL	SAN	41,475.87
		WARRANT TOTAL		41,475.87
71521	SKAGIT REGIONAL CLINICS	PROF SERVICE-MEDICAL EXAMS	FD	730.00
		WARRANT TOTAL		730.00
71522	SKAGIT VALLEY COLLEGE	TUITION/REGISTRATION	PD	275.00
		WARRANT TOTAL		275.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
71523	SKAGIT VALLEY PUBLISHING	LEGAL PUBLICATIONS	LGS	45.00
		LEGAL PUBLICATIONS	LGS	45.00
		LEGAL PUBLICATIONS	LGS	45.00
		ADVERTISING	PLN	75.00
		PRINTING/PUBLICATIONS	PD	50.00
		WARRANT TOTAL		260.00
71524	SOLID WASTE SYSTEMS, INC.	REPAIRS/MAINT-EQUIP	SAN	1,685.91
		OPERATING SUPPLIES	SAN	115.76
		WARRANT TOTAL		1,801.67
71525	SPARKLE SHOP LAUNDRIES	MISC-LAUNDRY	FD	17.85
		WARRANT TOTAL		17.85
71526	STAPLES BUSINESS ADVANTAGE	SUPPLIES	FIN	32.01
		OFFICE SUPPLIES	FD	109.81
		OPERATING SUPPLIES	SWR	167.87
		WARRANT TOTAL		309.69
71527	SRC PAHARMACY	RETIRED MEDICAL	PD	33.70
		RETIRED MEDICAL	PD	65.00
		RETIRED MEDICAL	PD	28.00
		RETIRED MEDICAL	PD	34.40
		RETIRED MEDICAL	PD	128.40
		WARRANT TOTAL		289.50
71528	STILES & STILES	MUNICIPAL COURT JUDGE	JUD	2,728.00
		WARRANT TOTAL		2,728.00
71529	SUNDOWNER KUSTOM KLEANING	REPAIRS/MT-RIVERFRONT	PK	164.65
		WARRANT TOTAL		164.65
71530	SUNNYTECH, INC.	NETWORK HARDWARE	IT	6,721.81
		WARRANT TOTAL		6,721.81
71531	SWISSPHONE LLC	REPAIRS/MAINT-EQUIP	FD	108.80
		WARRANT TOTAL		108.80
71532	TAYLOR, PAUL	RETIRED MEDICAL	PD	260.30
		WARRANT TOTAL		260.30
71533	TRUE VALUE	OFFICE/OPERATING SUPPLIES	PD	2.15
		REPAIRS & MAINTENANCE	PD	10.67
		MACHINERY & EQUIPMENT	PD	3.78
		MACHINERY & EQUIPMENT	PD	11.12
		MACHINERY & EQUIPMENT	PD	6.47
		OPERATING SUPPLIES	FD	1.07
		SMALL TOOLS & MINOR EQUIP	FD	54.09
		SMALL TOOLS & MINOR EQUIP	FD	173.01
		SMALL TOOLS & MINOR EQUIP	FD	10.81
		OPERATING SUP - RIVERFRONT	PK	70.32
		OPERATING SUP - MEMORIAL PARK		34.59

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		REPAIRS/MT-RIVERFRONT	PK	31.88
		REPAIRS/MT-RIVERFRONT	PK	29.19
		REPAIRS/MT-RV PARK	PK	58.41
		REPAIR/MT-BINGHAM PARK	PK	40.01
		REPAIR/MT-HAMMER SQUARE	PK	46.02
		REPAIR/MT-HAMMER SQUARE	PK	16.86-
		REPAIR/MAINT-CITY HALL	PK	28.12
		MAINT OF GENERAL EQUIP	SWR	12.52
		OPERATING SUPPLIES	SWR	19.45
		REPAIRS/MAINT-EQUIP	SAN	11.35
		REPAIRS/MAINT-BUILDING	SAN	33.51
		REPAIRS/MAINT-BUILDING	SAN	35.90
		REPAIRS/MAINT-BUILDING	SAN	14.06
		OPERATING SUPPLIES	SAN	7.75
		OPERATING SUPPLIES	SAN	12.97
		WARRANT TOTAL		742.36
71534	TUCKER, WILLIAM L.	AUTO FUEL	PD	60.00
		WARRANT TOTAL		60.00
71535	UPSTART	SUMMER READ PROGRAM	LIB	184.60
		WARRANT TOTAL		184.60
71536	USI EDUCATION & GOV'T SALES	OFFICE SUPPLIES	SAN	81.89
		WARRANT TOTAL		81.89
71537	UTIL UNDERGROUND LOC CTR	OPERATING SUPPLIES	SWR	59.45
		WARRANT TOTAL		59.45
71538	VALLEY AUTO SUPPLY	REPAIR/MAINTENANCE-EQUIP	ST	19.02
		MAINTENANCE OF VEHICLES	SWR	118.77
		REPAIRS/MAINT-EQUIP	SAN	77.17
		REPAIRS/MAINT-EQUIP	SAN	83.30
		WARRANT TOTAL		298.26
71539	VISION FORMS, LLC	POSTAGE	SWR	1,230.48
		POSTAGE	SAN	586.84
		OPERATING SUPPLIES	SWTR	75.73
		WARRANT TOTAL		1,893.05
71540	VISTEN, LESLIE	RETIRED MEDICAL	PD	1,158.00
		WARRANT TOTAL		1,158.00
71541	WA - WASHINGTON MAGAZINE	BOOKS, PERIOD, RECORDS	LIB	22.00
		WARRANT TOTAL		22.00
71542	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS	PD	93.00
		INTERGOV SVC-GUN PERMITS	PD	72.00
		WARRANT TOTAL		165.00
71543	WA STATE DEPT OF REVENUE	TAXES AND ASSESSMENTS	PK	30.60
		TAXES AND ASSESSMENTS	CEM	244.36

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		COMMUNITY GRANT PROGRAMS LIB	129.15
		TAXES AND ASSESSMENTS LIB	8.82
		TAXES AND ASSESSMENTS SWR	5,852.25
		TAXES & ASSESSMENTS SAN	5,349.80
		WARRANT TOTAL	11,614.98
71544	WASHINGTON STATE PATROL	INTERGOV SVC-GUN PERMITS PD	115.50
		WARRANT TOTAL	115.50
71545	WASTE MANAGEMENT OF SKGT	RECYCLING FEE - HOUSEHOLD SAN	8,690.56
		WARRANT TOTAL	8,690.56
71546	WEST PAYMENT CTR	WESTLAW SERVICES LGL	223.44
		WARRANT TOTAL	223.44
71547	WOOD'S LOGGING SUPPLY INC	POSTAGE FD	16.66
		MAINTENANCE OF LINES SWR	21.10
		OPERATING SUPPLIES SWR	24.29
		OPERATING SUPPLIES SWR	281.64
		OPERATING SUPPLIES SWR	12.53
		OPERATING SUPPLIES SAN	25.95
		WARRANT TOTAL	382.17
71548	CHANA SRITONG	DUMPSTER DEPOSIT	113.43
		WARRANT TOTAL	113.43
		RUN TOTAL	187,280.90

CITY OF SEDRO-WOOLLEY
SORTED TRANSACTION WARRANT REGISTER
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FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	61,236.96
101	PARK FUND	6,281.56
102	CEMETERY FUND	325.48
103	STREET FUND	9,536.60
105	LIBRARY FUND	1,431.98
330	1996 FIRE STATION CONST FUND	9,982.33
401	SEWER FUND	30,500.32
412	SOLID WASTE FUND	67,523.17
425	STORMWATER	462.50
TOTAL		187,280.90

CITY OF SEDRO-WOOLLEY
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DEPARTMENT	AMOUNT
001 000 011	135.00
001 000 012	5,426.73
001 000 013	112.41
001 000 014	430.78
001 000 015	2,773.40
001 000 017	7,122.37
001 000 019	230.21
001 000 020	105.17
001 000 021	36,928.46
001 000 022	7,917.21
001 000 024	55.22
FUND CURRENT EXPENSE FUND	61,236.96
101 000 076	6,281.56
FUND PARK FUND	6,281.56
102 000 036	325.48
FUND CEMETERY FUND	325.48
103 000 042	9,536.60
FUND STREET FUND	9,536.60
105 000 072	1,431.98
FUND LIBRARY FUND	1,431.98
330 000 082	9,982.33
FUND 1996 FIRE STATION CONST FUND	9,982.33
401 000 000	1,026.76
401 000 035	29,473.56
FUND SEWER FUND	30,500.32
412 000 000	113.43
412 000 037	67,409.74
FUND SOLID WASTE FUND	67,523.17
425 000 039	462.50
FUND STORMWATER	462.50
TOTAL	187,280.90

FEB 23 2011

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

Memorandum

To: Mayor Anderson and City Council

From: Patsy Nelson, Finance Director 

Date: 2/15/2011

Re: Community event status

Issue: Should the Sedro-Woolley Rotary Club Summer Concert Series be granted Community Event Status?

Background: SWMC 12.36.025 allows the Council to determine certain events to be community events which authorizes the use of city-owned facilities free of charge. The Council has previously granted Founders' Day, Loggerodeo, City of Lights Festival and Thanksgiving Community Dinner community event status. Noise, security, rental fee, utility charges & facility monitor requirements are lessened for a community event.

The Lodging Tax Advisory Committee recommended the Rotary Concert Series receive \$3,000 of hotel motel tax monies for 2011.

Recommendation: Move to grant the Sedro-Woolley Rotary Club Summer Concert Series Community Event Status.



**SEDRO-WOOLLEY
ROTARY CLUB**

P.O. Box 726
Sedro-Woolley, WA, U.S.A. 98284
2-9-11

Mayor Anderson and City Council Members;
The Sedro-Woolley Rotary Club has great pleasure in announcing a Summer Concert series at the Rotary Amphitheater/Ray Huggins Stage for the summer of 2011. We currently have scheduled 4 free public concerts sponsored by local businesses. We have reserved the park for the following Saturdays:

- The Red Hot Blues Sisters www.bigsismedia.com/RHBS.html , July 23
- The Tallboys www.thetallboys.com & opening Ali Marcus www.alimarcus.com august 6th
- Cherry Cherry at Tribute to Neil Diamond, www.cherrycherryband.com Aug 13th
- Northwest Folk Life song writer's forum, 4 northwest emerging song writers take the stage and play in the round. July 30

These concerts are promoted by the Snohomish Artists Guild, a non-profit organization.

We anticipate groups averaging 200-500 people from all over to attend.

I am asking that the City designate this event as a Community Event so that the rental fee is waived. Rotary will take care of traffic control and parking, etc.

Thank you for your consideration in the matter.

Sincerely,

John Hunter, Sedro-Woolley Rotary Club

FEB 23 2011

02-12-11

Tactical Equipment Bid results

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

The City received a Federal Grant in the amount of \$15,398.00 for outfitting the SWPD with tactical equipment.

We received two bids for the Tactical equipment grant, we had asked for bids on the following items;

Blumenthal Uniforms of Seattle Washington came in with the following bid; they were either the low or only bid for the individual items listed.

Description	Price Per Unit	Qty	Extended Price
Intruder 20 x 34 IIIA Ballistic Shield w/LED	\$ 2100	X 1	\$ 2100
Surefire X300 Black anodized handheld weapon flashlight	\$ 188	X 1	\$ 188
Safariland Tactical thigh holster for Glock 22 w/light #600583121	\$ 144	X 1	\$ 144
Safariland level II duty holster for Glock 22 Black Plain Leather #62808361	\$ 130	X 1	\$ 130
Extreme XT Level II NIJ Standard: 0101.06 compliant ballistic vest, custom fitted to specified officer	\$ 615	X 1	\$ 615
SUBTOTAL			\$ 3177.00
8.2 % Washington State Sales Tax			\$ 260.51
TOTAL			\$ 3437.51

ProForce Marketing Inc. of Prescott Arizona came in with the following bid; they were either the low or only bid for the individual items listed.

Description	Price Per Unit	Qty	Extended Price
-------------	----------------	-----	----------------

EOTech XPS 20 Holographic Rifle sight, non- night vision	\$ 405.56	X 12	\$ 4866.72
Surefire M500A Rifle forend light for M4/CAR15 w/ press pad + constant-on sw + sys disable rot sw 9v 1.62 bez blue LED	\$ 366.67	X 12	\$ 4400.04
SUBTOTAL			\$ 9266.72
8.2 % Washington State Sales Tax			\$ 759.87
TOTAL			\$ 10026.59

The following items were not bid on and will have to be purchased from different vendors.

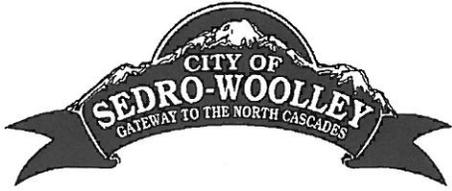
Description	Price Per Unit	Qty	Extended Price
Atlantic Signal products MH180-H Gladiator Model Tactical Headset-Dual side receiving (Upper headset only.)	\$ 455	X 1	\$ 455
Atlantic Signal products Style "K" PTT audio control housing	\$ 95	X 1	\$ 95
Atlantic Signal products Remote Radio volume Control with Notched Adjustable Tension settings	\$ 62	X 1	\$ 62
Atlantic Signal products Remote Push-to-talk switch assembly (sniper/finger style)- water resistant	\$ 60	X 1	\$ 60
Atlantic Signal products Motorola HT750/HT1250/HT1550 Connector/Interface connector (sidemount/multi pin) cabling (heavy gauge coily) Type B Headset Cable Inline Quick Disconnect SKU #300004	\$ 90	X 1	\$ 90
Tapco Intrafuse Ruger 10/22 T6 Collapsible Stock/Black	\$ 90	X 1	\$ 90
SUBTOTAL			\$ 852.00
8.2 % Washington State Sales Tax			\$ 69.86
TOTAL			\$ 921.86

To summarize;

Bid amount from Blumenthal Uniforms of Seattle Washington	\$ 3437.51
---	------------

Bid amount from ProForce Marketing Inc. of Prescott, Arizona	\$ 10026.59
Individual items that will have to be purchased separately	\$ 921.86
One recently ordered Extreme XT Level II NIJ Standard: 0101.06 compliant ballistic vest, custom fitted to specified officer	\$ 615.00 Tax 50.43 Total 665.43
Total-----	\$ 15051.39
Amount of Grant-----	\$ 15398.00

Recommendation: Motion to accept the bids of both Blumenthal Uniforms of Seattle and ProForce Marketing of Prescott, AZ, each for the items for which they are low bidder.



CITY COUNCIL AGENDA
REGULAR MEETING

CITY OF SEDRO-WOOLLEY

Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-0771
Fax (360) 855-0733

FEB 23 2011

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

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

MEMO TO: City Council and Mayor Mike Anderson
FROM: Mark A. Freiberger, PE
RE: **Possible bid award – Public Works Agreement Nos. 2011-PW-08, 09, 10, 11 and 12
Miscellaneous On-Call Maintenance Services**
DATE: February 15, 2011 (for Council action February 23, 2011)

ISSUE

Should Mayor Anderson execute the attached Public Works Agreement Nos. 2011-PW-08, 09, 10, 11 and 12 for miscellaneous 2011 On-Call maintenance services as shown below?

BACKGROUND/DISCUSSION

The city advertised for bids on January 24 or 25, 2011 under the MRSC Small Works Roster process for the following contracts:

- 2011 Annual On-Call Electrical Services for Miscellaneous Electrical Services of an Emergent Nature
- 2011 HVAC Annual Preventative Maintenance and On-Call Services
- 2011 Annual Plumbing On-Call Services

Bid tabulations for each bid are attached.

These contracts will provide labor and equipment for miscellaneous on-call type repairs to the city facilities for electrical, heating, ventilating and air conditioning (HVAC) and plumbing systems. The basis for bid comparison was a typical one day service call based on contractor proposed hourly rates, or in the case of the HVAC work, a lump sum bid for annual preventative maintenance for the city's HVAC equipment per the list provided in the request for proposals. Staff also considered the ability of the contractor to respond, available equipment and references in the determination of the low bidder.

Contract	Contractor	Not-to-Exceed Total
2011-PW-08	Dahl Electric, Burlington, WA	\$25,000
2011-PW-09	Ackermann Electric Co., Mount Vernon, WA (Backup)	\$25,000
2011-PW-10	Andgar Corporation, Ferndale, WA	\$10,000
2011-PW-11	DK Systems Inc., Burlington, WA	\$10,000
2011-PW-12	CPI Plumbing, Mount Vernon, WA	\$10,000

FINANCE

The work will be generally funded as follows:

101.000.076.576.80.48.XX Repair & Maintenance – per facility - \$29,000
401.000.035.535.50.48.50 WTF Equipment Maintenance & Repair - \$45,000

The individual contracts are issued as not to exceed the amounts as shown. Individual Task Orders will be issued for work as needed, and will include negotiated lump sum or not to exceed estimates. Actual amounts will vary depending on repairs needed.

We have also included Task Order 1 for Agreement 2011-PW-11 with DK systems for the HVAC contract. TO-1 has already been issued due to an emergency repair to deal with an overheating HVAC unit on the City hall that required immediate service on 2/11/11. TO-1 for Agreement 2011-PW-10 is for the lump sum annual preventative maintenance of HVAC systems as defined in the Invitation to Bid. Task Orders under \$10,000 generally fall under the City Administrator's signature authority.

MOTION:

**Move to authorize Mayor Anderson to execute the attached Public Works Agreement Nos. 2011-PW-08, 09, 10, 11 and 12 for miscellaneous 2011 On-Call Maintenance Services as detailed above.
Move to ratify issuance of Agreement 2011-PW-11 Task Order 1 on an emergency basis.**



City of Sedro-Woolley
FINAL - BID SUMMARY
 2011 On-Call Electrical Services for Miscellaneous Electrical Services of an Emergent Nature
 BID OPENING: February 10, 2011, 4:00 PM

RANK	COMPANY NAME	TOTAL BID AMOUNT	Journeyman Elec ST Hourly Rate	MARKUP RATE	MRSC
1	Dahl Electric, Inc., Burlington, WA	\$ 724.51	\$ 83.70	18%	Yes
2	Ackermann Electric Co., Mount Vernon, WA	\$ 735.76	\$ 85.00	20%	Yes

RECORDED BY: M. Freiberger, PE - February 11, 2011



City of Sedro-Woolley

FINAL - BID SUMMARY

2011 ANNUAL HVAC PREVENTATIVE MAINTENANCE AND ON-CALL SERVICES

BID OPENING: February 10, 2011, 4:00 PM

RANK	COMPANY NAME	TOTAL BID AMOUNT	Journeyman Tech ST Hourly Rate	MARKUP RATE	MRSC	ADD 1 Noted
1	Andgar Corporation, Ferndale, WA	\$ 2,164.00	\$ 90.00		Yes	Yes
2	DK Systems, Inc, Burlington, WA	\$ 2,607.87	\$ 85.00	PER LIST 30%	Yes	Yes
3	McKinstry Co. LLC, Bellingham, WA	\$ 3,901.69	\$ 85.00	43%	Yes	Yes
4	Feller Heating & Air Conditioning, Bellingham, WA	\$ 4,085.63	\$ 95.00	40%	Yes	Yes
5	Pacific Air Control, Inc., Bothell, WA 98021	\$ 7,078.00	\$ 95.00	35%	Yes	Yes

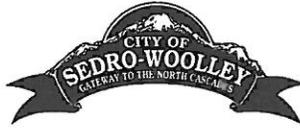
RECORDED BY: M. Freiburger, PE - February 11, 2011; updated 2/15/2011



City of Sedro-Woolley
FINAL - BID SUMMARY
 2011 Annual Plumbing On-Call Services
 BID OPENING: February 10, 2011, 4:00 PM

RANK	COMPANY NAME	TOTAL BID COMPARISON AMOUNT	Journeyman Plumber \$ Hourly Rate	MARKUP RATE	MRSC
1	CPI Plumbing, Mount Vernon, WA	\$ 943.50	\$ 109.00	25%	Yes
2	McDonald-Miller Facility Solutions, Inc, Everett, WA	\$ 1,185.87	\$ 137.00	35%	Yes

RECORDED BY: M. Freiburger, PE - February 11, 2011



PUBLIC WORKS AGREEMENT 2011-PW-08

Project Name: 2011 On-Call Electrical Services for Miscellaneous Electrical Services of an Emergent Nature

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and **Dahl Electric, Inc., 521 E. Victoria Ave., Burlington, WA 98233**, (hereinafter the "Contractor") hereby agree as follows:

I. THE PROJECT: The Contractor agrees to complete the following project, utilizing the best available materials and labor, and in accordance with bid specifications and contractor's proposal (if any), project plans and technical specifications:

Project description: **Contractor shall provide electrical services to various City of Sedro-Woolley job sites as stated in Invitation to Bid.**

II. GENERAL CONDITIONS: The General Conditions of this agreement are the Standard Specifications for Road, Bridge and Municipal Construction, Current Edition, issued by the State of Washington and the APWA, modified as follows:

A. Definitions and Terms:

1. Whenever the terms "Washington State Transportation Commission", "State Department of Transportation", or variations of same are used in the Standard specifications, they shall be construed to mean "City of Sedro-Woolley" or "Owner".

2. Where references are made to the "State Treasurer", the term shall be construed to mean the City's "Finance Director".

3. Where the term "Secretary of Transportation" or "District Administrator" are used, the terms shall be construed to mean the duly authorized representative of the City.

B. Project Manager: The term "engineer" is understood to be the City's Project Manager, who is the City's representative to the Contractor for all purposes under this agreement. The City designates **Debbie Allen, Wastewater Division Superintendent**, as its Project Manager. Contractor designates **Bill Wigner, Manager** as its Project Manager.

C. Business License: A City Business License is required, and Contractor and Sub-Contractors are responsible for payment of the taxes imposed thereunder.

D. Taxes: Contractor is responsible for payment of all applicable taxes, including state sales tax on those projects subject to it. Taxes are deemed to be included in the amounts invoiced to the City.

E. Bonding Requirements: The City requires the following bonds; combination documents, cash deposits, or assigned savings accounts are acceptable alternatives:

1. Bid Bond: 5%, if the work is subject to bid procedures;
2. Contract bond in the form made a part of this agreement. In lieu thereof for projects of \$35,000 or less, at the contractor's option, retainage of 50% will be held until releasable under RCW 39.08.010.

F. Insurance: The Contractor shall provide proof to the City that it is insured under **automobile and vehicle liability insurance** covering claims for injuries to members of the

public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, and general **comprehensive** liability insurance covering the work within the scope of this agreement, in such form and with policy limits in such amounts (\$1 Million minimum) as are acceptable to the City.

The Contractor agrees to name the City as an **additional insured** when obtaining liability insurance and to provide a **Certificate of Insurance** to this effect.

G. **Traffic Control:** The Contractor shall furnish all flagging and maintain all temporary traffic control signs and devices necessary to control traffic during construction operations at all locations. Traffic control plans and traffic control signs and devices shall conform to the Manual on Uniform Traffic Control Devices as adopted by the State of Washington, and shall be approved in advance by the City. Unless provided for specifically in the contract, no additional compensation will be made for traffic control.

III. PAYMENT

A. The maximum payable hereunder is **\$25,000**.

B. Individual Task Orders will specify the method of compensation, which will be on a Time & Expense Not To Exceed basis per rates established in **Exhibit A**, Labor and Equipment Rate Sheet, or agreed Lump Sum Price.

C. The Contractor will be paid on the basis of invoices for work satisfactorily completed. Invoices are submitted to the Project Manager for approval prior to payment. No final payment shall be made until the project is accepted by the City.

D. Prior to any payment hereunder, contractor is responsible for complying with applicable Department of Labor and Industries and Department of Revenue requirements and procedures. (General conditions section 1-07.9. If Federal Funds, Davis-Bacon Act and U. S. Department of Labor requirements.) This includes obtaining and timely filing of Intent to Pay Prevailing Wages, Affidavit of Wages paid, Notice of Completion of Public Works Contract, and any other required documents.

E. Retainage will be administered in accordance with RCW 60.28.010(1).

IV. SCOPE OF PROJECT, TECHNICAL SPECIFICATIONS AND CONDITIONS OF WORK:

A. Term of contract: contractor shall begin work as soon as is practicable and will complete work on or before **December 31, 2011**

B. To the extent not inconsistent with this agreement, this contract includes the Invitation to Bid and Proposal, and contract plans and specifications, all incorporated herein by this reference.

C. Scope of project: **Contractor shall provide electrical services to various City of Sedro-Woolley job sites as stated in the Invitation to Bid dated January 24, 2011.**

D. Joinder in Arbitration Proceedings. If the City and any third party agree to binding arbitration as the method of dispute resolution between them and their claims or any of them arise out of or are related to Contractor's services, Contractor agrees to be joined in such arbitration proceeding as a party and that the Arbitrator(s) decision therein shall be final and binding on Contractor and judgment may be entered upon it in any court having jurisdiction thereof.

E. Indemnification.

1. Contractor shall indemnify, defend, and hold the City harmless from and

against any claim, damages, losses, liability or expense arising out of its breach of contract or negligence.

2. Contractor's duty to indemnify City shall not apply to liability for damages arising out of bodily injury to persons or damage caused to property caused by or resulting from the sole negligence of City or City's agents or employees.

3. Contractor's duty to indemnify City for liability for damages arising out of bodily injury or damage to property caused by or resulting from the concurrent negligence of (a) City or City's agents or employees, (b) Contractor and Contractor's agents or employees, or (c) any third parties shall apply only to the extent of negligence of Contractor or Contractor's agents or employees.

4. Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this AGREEMENT shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts; provided Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against Contractor by City, and not include, or extend to, any claims by Contractor's employees directly against Contractor.

5. Contractor's duty to defend, indemnify, and hold City harmless shall include, as to all claims, demands, losses, and liabilities to which it applies City's personnel-related costs, attorneys' fees, and all other costs whether or not taxable by statute or court rule.

F. Attorneys Fees. The prevailing party in any litigation of any dispute arising out of this agreement shall be entitled to its actual attorneys fees incurred and all costs of such litigation (including expert witness fees) in addition to any costs otherwise taxable by statute or court rule.

G. MRSC Roster Registration. If required, the Contractor shall register or maintain registration on the MRSC Small Works Contractor Roster.

H. Washington State Department of Retirement Systems. Have you retired under the 2008 early retirement factors? Yes No N/A

I. Debarment. Contractor represents and agrees that it is not listed on any state or federal debarment list and further agrees that none of its sub-contractors are listed on any state or federal debarment list.

EXECUTED, this the _____ day of _____, 201____, for the Contractor, _____

, Contractor

EXECUTED, this the _____ day of _____, 201____, for the CITY OF SEDRO-WOOLLEY:

Mike Anderson, Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

CONTRACT BOND
to the
CITY OF SEDRO-WOOLLEY

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned _____

_____ as principal, and _____, a corporation organized and existing under the laws of the State of Washington, as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations, as surety, are jointly and severally held and firmly bound to the **CITY OF SEDRO-WOOLLEY** in the penal sum of \$ _____ for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington, and the Ordinances of the **CITY OF SEDRO-WOOLLEY**.

DATED at _____, Washington, this ____ day of _____, 200 ____.

Nevertheless, the conditions of the above obligation are such that:

WHEREAS, the Mayor of said City has let or is about to let to the said bounded principal, a certain contract, for _____

_____ (which contract is referred to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said Principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth;

NOW THEREFORE, if the said Principal shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or within such extension of time as may be granted under said contract (notice of which extension being hereby waived by the Surety), and shall pay all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply said principal or subcontractors with provisions and supplies for the carrying on of said work, and shall indemnify and hold the City harmless from any direct or indirect damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

Approved: _____

Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

Principal

Title: _____

For the Surety: _____

Name: _____

Title: _____

Address: _____

RETAINAGE INVESTMENT OPTION

CONTRACTOR: _____

PROJECT NAME: _____

DATE: _____

Pursuant to Chapter 60.28 RCW, you may choose how your retainage under this contract will be held and invested. Please complete and sign this form indicating your preference. If you fail to do so, the City of Sedro-Woolley (City) will hold your retainage as described in "Current Expense", option 1 below.

- _____ 1. Current Expense: The City will retain your money in its Current Expense Fund Account until thirty days following final acceptance of the improvement or work as completed. You will not receive interest earned on this money.
- _____ 2. Interest Bearing Account: The City will deposit retainage checks in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work as completed or until agreed to by both parties. Interest on the account will be paid to you.
- _____ 3. Escrow / Investments: The City will place the retainage checks in escrow with a bank or trust company until thirty days following the final acceptance of the improvement or work as completed. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserve payable to the bank or trust company and you jointly. This check will be converted into bonds and securities chosen by you and approved by the City and these bonds and securities will be held in escrow. Interest on these bonds and securities will be paid to you as interest accrues. Selection of this option requires an escrow agreement to be completed by the contractor. The City of Sedro-Woolley will provide the form for use by the contractor. If the contractor elects to use the Escrow Investment option, please complete attached Escrow Agreement.

BONDS AND SECURITIES ACCEPTABLE BY THE CITY OF SEDRO-WOOLLEY:

1. Bills, certificates, notes or bonds of the United States.
2. Other obligations of the United States or its agencies.
3. Indebtedness of the Federal national Mortgage Association.
4. Time Deposits in commercial banks.

Designate below the type of investment selected:

- _____ 4. **Bond-in-Lieu:** With the consent of the City, the contractor may submit a bond for all or any portion of the amount of funds retained by the City in a form acceptable to the City and from a bonding company meeting standards established by the City, if any. Unless otherwise indicated, the contractor elects to submit a bond for the entire 5% retainage amount. Such bond and any proceeds there from shall be made subject to all claims and liens and in the same manner and priority as set forth for retained percentages in Chapter 60.28 RCW. Whenever the City accepts a bond-in-lieu of retained funds from a contractor, the contractor shall accept like bonds from any subcontractors or suppliers from which the contractor has retained funds. The contractor shall then release the funds retained from the subcontractor or supplier, to the subcontractor or supplier, within thirty days of the contractor's receipt of the retained funds from the City.

Retainage is normally released 30 - 45 days after final acceptance of work by the City, or following receipt of Labor and Industries / Department of Revenue clearance, whichever takes longer.

(Contractor's Signature)

Date

Title

RETAINAGE ACCOUNT _____

CITY _____

ESCROW AGREEMENT / INTEREST BEARING ACCOUNT

TO: _____
Bank or Trust Company

Branch

Attn:

Street Address

City, State, Zip

The undersigned _____ hereinafter referred to as the Contractor, has directed the City of Sedro-Woolley, hereinafter referred to as the City, to deliver to you its warrants or checks which shall be payable to you and the Contractor jointly. Such warrants or checks are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. The City shall deliver to you from time to time warrants or checks payable jointly to you and the Contractor. You are hereby authorized by the Contractor to endorse in the Contractor's name any such warrant or check so that you may receive the proceeds thereof and invest the same. The power of endorsement hereby granted to you by the Contractor shall be deemed a power coupled with an interest and shall be irrevocable during the term of this escrow / interest bearing account. Although you may be a payee named in such warrants or checks as shall be delivered to you, your duties and responsibilities with respect to the same shall be only those duties and responsibilities which a depository bank would have pursuant to Article 4 of the Uniform Commercial Code of the State of Washington for an item deposited with it for collection as of the date such warrant or check shall be delivered to you. The proceeds from collections shall be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by you, and the City. For the purpose of each such purchase, you may follow the last written direction received by you from the Contractor, provided such direction otherwise conforms with the restrictions on investments recited herein. A list of such bonds, or other securities approved by the City are indicated on the Retainage Investment Option form. No further approval is necessary if any of these bonds or securities are selected by the Contractor. Other bonds or securities, except stocks, may be selected by the Contractor, subject to express written approval of you and the City. Purchase of such bonds or other securities shall be in a form which shall allow you alone to

reconvert such bonds or other securities into money if you are required to do so by the City as provided in Paragraph 4 of the Escrow Agreement.

The investments selected by the Contractor, approved by the City and purchased by you must mature on or prior to the date set for the completion of the contract, including extensions thereof or thirty days following the final acceptance of said improvement or work.

2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless with your written consent you are otherwise directed in writing by the Contractor.

3. You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to this agreement (or any monies derived from the sale of such securities, or the negotiation of the City's warrants or checks) except in accordance with written instructions from the City. The City shall inform you and keep you informed in writing of the name of the person or persons with authority to give you such written instructions. Compliance with such instruction shall relieve you of any further liability related thereto. The estimated completion date on the contract underlying this Escrow / Interest Bearing Account Agreement is _____. Upon request by you, the City shall advise you in writing of any change in the estimated completion date. If the estimated completion date is changed, you are authorized to reinvest the monies held hereunder in accordance with the new estimated completion date.

4. In the event the City orders you to do so in writing, and notwithstanding any other provisions of this agreement you shall, within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money together with any other monies, including accrued interest on such securities, held by you hereunder, to the City.

5. The Contractor agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with you pursuant to this agreement until and unless the City directs the release to the Contractor of the securities and monies held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees and any amounts which might be owing as provided for herein. In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any services not provided for in these instructions, or that there is any assignment of the interest of this escrow or any modifications hereof, you shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigations.

6. Should you at any time and for any reason desire to be relieved of your obligations as escrow or interest bearing account holder hereunder, you shall give written notice to the City and Contractor. The City and Contractor shall, within 20 days of the receipt of such notice, jointly appoint a successor escrow holder and instruct you to deliver all securities and funds held hereunder to said successor. If you are not notified of the appointment of the successor escrow holder within 20 days, you may return the subject matter hereof to the City and upon doing, it absolves you from all further charges and obligations in connection with this escrow or interest bearing account.

7. This agreement shall not be binding until executed by the Contractor and City and accepted by you.
8. This instrument contains the entire agreement between you, the Contractor and the City with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice if any default or any other matter, not bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.
9. The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heirs of the parties hereto.

The undersigned have read and hereby approve the instructions as given above governing the administration of this escrow or interest bearing account and do hereby execute this agreement on this _____ day of _____, 20____.

Contractor

CITY OF SEDRO-WOOLLEY
City

BY: _____
Signature & Title

BY: _____
Authorized Signature & Title

Address

Address

City State Zip

City State Zip

ATTESTED BY:

City Clerk

Approved as to form:

City Attorney

The above escrow instructions received and accepted this _____ day of _____, 20____.

Bank or Trust Company

By: _____

EXHIBIT "A"
 AGREEMENT 2011-PW-08

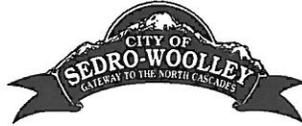
CITY OF SEDRO-WOOLLEY
 2011 ON-CALL ELECTRICAL SERVICES
SAMPLE LABOR AND EQUIPMENT RATE SHEET (Note 1)

Contractor Name: *Dahl Electric, Inc.*
 Address: *521 E. Victoria Ave., Burlington, WA 98233*

ITEM	BASE HOURLY RATE (1)	OVERTIME HOURLY RATE (1) (4)
Labor Rates (Note 2)	<i>83.70</i>	<i>125.55</i>
Journeyman Electrician		
Material Markup Rate, % (Note 2)	<i>18.0%</i>	
Estimated Mobilization/Demobilization Cost per unit to Sedro-Woolley	<i>-</i>	
Equipment Rates (Note 3)	Unit Cost	Unit
Service Truck with tools	<i>Included</i>	Per Hour
Bucket Truck	<i>47.50</i>	Per Hour

NOTES:

1. This Rate Sheet is provided for example only. Contractor may provide their own standard Rate Sheet as long as it provides the requested information or equivalent.
2. Material markup rate as a percent to be applied to materials furnished per invoice before sales tax.
3. Labor and Equipment rates to include insurance, L&I, small tools, markup & etc. but not sales tax. Sales tax will be applied on net invoice amount.
4. Overtime rate for up to two hours of overtime.



PUBLIC WORKS AGREEMENT 2011-PW-09

Project Name: 2011 On-Call Electrical Services for Miscellaneous Electrical Services of an Emergent Nature

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and **Ackermann Electric Co., 1700 Railroad Ave., Mount Vernon, WA 98273**, (hereinafter the "Contractor") hereby agree as follows:

I. THE PROJECT: The Contractor agrees to complete the following project, utilizing the best available materials and labor, and in accordance with bid specifications and contractor's proposal (if any), project plans and technical specifications:

Project description: **Contractor shall provide electrical services to various City of Sedro-Woolley job sites as stated in Invitation to Bid.**

II. GENERAL CONDITIONS: The General Conditions of this agreement are the Standard Specifications for Road, Bridge and Municipal Construction, Current Edition, issued by the State of Washington and the APWA, modified as follows:

A. Definitions and Terms:

1. Whenever the terms "Washington State Transportation Commission", "State Department of Transportation", or variations of same are used in the Standard specifications, they shall be construed to mean "City of Sedro-Woolley" or "Owner".

2. Where references are made to the "State Treasurer", the term shall be construed to mean the City's "Finance Director".

3. Where the term "Secretary of Transportation" or "District Administrator" are used, the terms shall be construed to mean the duly authorized representative of the City.

B. Project Manager: The term "engineer" is understood to be the City's Project Manager, who is the City's representative to the Contractor for all purposes under this agreement. The City designates **Debbie Allen, Wastewater Division Superintendent**, as its Project Manager. Contractor designates _____ as its Project Manager.

C. Business License: A City Business License is required, and Contractor and Sub-Contractors are responsible for payment of the taxes imposed thereunder.

D. Taxes: Contractor is responsible for payment of all applicable taxes, including state sales tax on those projects subject to it. Taxes are deemed to be included in the amounts invoiced to the City.

E. Bonding Requirements: The City requires the following bonds; combination documents, cash deposits, or assigned savings accounts are acceptable alternatives:

1. Bid Bond: 5%, if the work is subject to bid procedures;

2. Contract bond in the form made a part of this agreement. In lieu thereof for projects of \$35,000 or less, at the contractor's option, retainage of 50% will be held until releasable under RCW 39.08.010.

F. Insurance: The Contractor shall provide proof to the City that it is insured under **automobile and vehicle liability insurance** covering claims for injuries to members of the

public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, and general **comprehensive** liability insurance covering the work within the scope of this agreement, in such form and with policy limits in such amounts (\$1 Million minimum) as are acceptable to the City.

The Contractor agrees to name the City as an **additional insured** when obtaining liability insurance and to provide a **Certificate of Insurance** to this effect.

G. Traffic Control: The Contractor shall furnish all flagging and maintain all temporary traffic control signs and devices necessary to control traffic during construction operations at all locations. Traffic control plans and traffic control signs and devices shall conform to the Manual on Uniform Traffic Control Devices as adopted by the State of Washington, and shall be approved in advance by the City. Unless provided for specifically in the contract, no additional compensation will be made for traffic control.

III. PAYMENT

A. The maximum payable hereunder is **\$25,000**.

B. Individual Task Orders will specify the method of compensation, which will be on a Time & Expense Not To Exceed basis per rates established in **Exhibit A**, Labor and Equipment Rate Sheet, or agreed Lump Sum Price.

C. The Contractor will be paid on the basis of invoices for work satisfactorily completed. Invoices are submitted to the Project Manager for approval prior to payment. No final payment shall be made until the project is accepted by the City.

D. Prior to any payment hereunder, contractor is responsible for complying with applicable Department of Labor and Industries and Department of Revenue requirements and procedures. (General conditions section 1-07.9. If Federal Funds, Davis-Bacon Act and U. S. Department of Labor requirements.) This includes obtaining and timely filing of Intent to Pay Prevailing Wages, Affidavit of Wages paid, Notice of Completion of Public Works Contract, and any other required documents.

E. Retainage will be administered in accordance with RCW 60.28.010(1).

IV. SCOPE OF PROJECT, TECHNICAL SPECIFICATIONS AND CONDITIONS OF WORK:

A. Term of contract: contractor shall begin work as soon as is practicable and will complete work on or before **December 31, 2011**

B. To the extent not inconsistent with this agreement, this contract includes the Invitation to Bid and Proposal, and contract plans and specifications, all incorporated herein by this reference.

C. Scope of project: **Contractor shall provide electrical services to various City of Sedro-Woolley job sites as stated in the Invitation to Bid dated January 24, 2011.**

D. Joinder in Arbitration Proceedings. If the City and any third party agree to binding arbitration as the method of dispute resolution between them and their claims or any of them arise out of or are related to Contractor's services, Contractor agrees to be joined in such arbitration proceeding as a party and that the Arbitrator(s) decision therein shall be final and binding on Contractor and judgment may be entered upon it in any court having jurisdiction thereof.

E. Indemnification.

1. Contractor shall indemnify, defend, and hold the City harmless from and

against any claim, damages, losses, liability or expense arising out of its breach of contract or negligence.

2. Contractor's duty to indemnify City shall not apply to liability for damages arising out of bodily injury to persons or damage caused to property caused by or resulting from the sole negligence of City or City's agents or employees.

3. Contractor's duty to indemnify City for liability for damages arising out of bodily injury or damage to property caused by or resulting from the concurrent negligence of (a) City or City's agents or employees, (b) Contractor and Contractor's agents or employees, or (c) any third parties shall apply only to the extent of negligence of Contractor or Contractor's agents or employees.

4. Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this AGREEMENT shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts; provided Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against Contractor by City, and not include, or extend to, any claims by Contractor's employees directly against Contractor.

5. Contractor's duty to defend, indemnify, and hold City harmless shall include, as to all claims, demands, losses, and liabilities to which it applies City's personnel-related costs, attorneys' fees, and all other costs whether or not taxable by statute or court rule.

F. Attorneys Fees. The prevailing party in any litigation of any dispute arising out of this agreement shall be entitled to its actual attorneys fees incurred and all costs of such litigation (including expert witness fees) in addition to any costs otherwise taxable by statute or court rule.

G. MRSC Roster Registration. If required, the Contractor shall register or maintain registration on the MRSC Small Works Contractor Roster.

H. Washington State Department of Retirement Systems. Have you retired under the 2008 early retirement factors? Yes No N/A

I. Debarment. Contractor represents and agrees that it is not listed on any state or federal debarment list and further agrees that none of its sub-contractors are listed on any state or federal debarment list.

EXECUTED, this the _____ day of _____, 201____, for the Contractor, _____

, Contractor

EXECUTED, this the _____ day of _____, 201____, for the CITY OF SEDRO-WOOLLEY:

Mike Anderson, Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

CONTRACT BOND
to the
CITY OF SEDRO-WOOLLEY

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned _____

_____ as principal, and _____, a corporation organized and existing under the laws of the State of Washington, as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations, as surety, are jointly and severally held and firmly bound to the **CITY OF SEDRO-WOOLLEY** in the penal sum of \$ _____ for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington, and the Ordinances of the **CITY OF SEDRO-WOOLLEY**.

DATED at _____, Washington, this ____ day of _____, 200__.

Nevertheless, the conditions of the above obligation are such that:

WHEREAS, the Mayor of said City has let or is about to let to the said bounded principal, a certain contract, for _____

_____ (which contract is referred to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said Principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth;

NOW THEREFORE, if the said Principal shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or within such extension of time as may be granted under said contract (notice of which extension being hereby waived by the Surety), and shall pay all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply said principal or subcontractors with provisions and supplies for the carrying on of said work, and shall indemnify and hold the City harmless from any direct or indirect damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

Approved: _____

Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

Principal

Title: _____

For the Surety: _____

Name: _____

Title: _____

Address: _____

RETAINAGE INVESTMENT OPTION

CONTRACTOR: _____

PROJECT NAME: _____

DATE: _____

Pursuant to Chapter 60.28 RCW, you may choose how your retainage under this contract will be held and invested. Please complete and sign this form indicating your preference. If you fail to do so, the City of Sedro-Woolley (City) will hold your retainage as described in "Current Expense", option 1 below.

- _____ 1. Current Expense: The City will retain your money in its Current Expense Fund Account until thirty days following final acceptance of the improvement or work as completed. You will not receive interest earned on this money.
- _____ 2. Interest Bearing Account: The City will deposit retainage checks in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work as completed or until agreed to by both parties. Interest on the account will be paid to you.
- _____ 3. Escrow / Investments: The City will place the retainage checks in escrow with a bank or trust company until thirty days following the final acceptance of the improvement or work as completed. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserve payable to the bank or trust company and you jointly. This check will be converted into bonds and securities chosen by you and approved by the City and these bonds and securities will be held in escrow. Interest on these bonds and securities will be paid to you as interest accrues. Selection of this option requires an escrow agreement to be completed by the contractor. The City of Sedro-Woolley will provide the form for use by the contractor. If the contractor elects to use the Escrow Investment option, please complete attached Escrow Agreement.

**BONDS AND SECURITIES ACCEPTABLE BY THE CITY OF SEDRO-
WOOLLEY:**

1. Bills, certificates, notes or bonds of the United States.
2. Other obligations of the United States or its agencies.
3. Indebtedness of the Federal national Mortgage Association.
4. Time Deposits in commercial banks.

Designate below the type of investment selected:

- _____ 4. Bond-in-Lieu: With the consent of the City, the contractor may submit a bond for all or any portion of the amount of funds retained by the City in a form acceptable to the City and from a bonding company meeting standards established by the City, if any. Unless otherwise indicated, the contractor elects to submit a bond for the entire 5% retainage amount. Such bond and any proceeds there from shall be made subject to all claims and liens and in the same manner and priority as set forth for retained percentages in Chapter 60.28 RCW. Whenever the City accepts a bond-in-lieu of retained funds from a contractor, the contractor shall accept like bonds from any subcontractors or suppliers from which the contractor has retained funds. The contractor shall then release the funds retained from the subcontractor or supplier, to the subcontractor or supplier, within thirty days of the contractor's receipt of the retained funds from the City.

Retainage is normally released 30 - 45 days after final acceptance of work by the City, or following receipt of Labor and Industries / Department of Revenue clearance, whichever takes longer.

(Contractor's Signature)

Date

Title

RETAINAGE ACCOUNT _____

CITY _____

ESCROW AGREEMENT / INTEREST BEARING ACCOUNT

TO: _____
Bank or Trust Company

Branch

Attn:

Street Address

City, State, Zip

The undersigned _____ hereinafter referred to as the Contractor, has directed the City of Sedro-Woolley, hereinafter referred to as the City, to deliver to you its warrants or checks which shall be payable to you and the Contractor jointly. Such warrants or checks are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. The City shall deliver to you from time to time warrants or checks payable jointly to you and the Contractor. You are hereby authorized by the Contractor to endorse in the Contractor's name any such warrant or check so that you may receive the proceeds thereof and invest the same. The power of endorsement hereby granted to you by the Contractor shall be deemed a power coupled with an interest and shall be irrevocable during the term of this escrow / interest bearing account. Although you may be a payee named in such warrants or checks as shall be delivered to you, your duties and responsibilities with respect to the same shall be only those duties and responsibilities which a depository bank would have pursuant to Article 4 of the Uniform Commercial Code of the State of Washington for an item deposited with it for collection as of the date such warrant or check shall be delivered to you. The proceeds from collections shall be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by you, and the City. For the purpose of each such purchase, you may follow the last written direction received by you from the Contractor, provided such direction otherwise conforms with the restrictions on investments recited herein. A list of such bonds, or other securities approved by the City are indicated on the Retainage Investment Option form. No further approval is necessary if any of these bonds or securities are selected by the Contractor. Other bonds or securities, except stocks, may be selected by the Contractor, subject to express written approval of you and the City. Purchase of such bonds or other securities shall be in a form which shall allow you alone to

reconvert such bonds or other securities into money if you are required to do so by the City as provided in Paragraph 4 of the Escrow Agreement.

The investments selected by the Contractor, approved by the City and purchased by you must mature on or prior to the date set for the completion of the contract, including extensions thereof or thirty days following the final acceptance of said improvement or work.

2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless with your written consent you are otherwise directed in writing by the Contractor.

3. You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to this agreement (or any monies derived from the sale of such securities, or the negotiation of the City's warrants or checks) except in accordance with written instructions from the City. The City shall inform you and keep you informed in writing of the name of the person or persons with authority to give you such written instructions. Compliance with such instruction shall relieve you of any further liability related thereto. The estimated completion date on the contract underlying this Escrow / Interest Bearing Account Agreement is _____. Upon request by you, the City shall advise you in writing of any change in the estimated completion date. If the estimated completion date is changed, you are authorized to reinvest the monies held hereunder in accordance with the new estimated completion date.

4. In the event the City orders you to do so in writing, and notwithstanding any other provisions of this agreement you shall, within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money together with any other monies, including accrued interest on such securities, held by you hereunder, to the City.

5. The Contractor agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with you pursuant to this agreement until and unless the City directs the release to the Contractor of the securities and monies held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees and any amounts which might be owing as provided for herein. In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any services not provided for in these instructions, or that there is any assignment of the interest of this escrow or any modifications hereof, you shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigations.

6. Should you at any time and for any reason desire to be relieved of your obligations as escrow or interest bearing account holder hereunder, you shall give written notice to the City and Contractor. The City and Contractor shall, within 20 days of the receipt of such notice, jointly appoint a successor escrow holder and instruct you to deliver all securities and funds held hereunder to said successor. If you are not notified of the appointment of the successor escrow holder within 20 days, you may return the subject matter hereof to the City and upon doing, it absolves you from all further charges and obligations in connection with this escrow or interest bearing account.

7. This agreement shall not be binding until executed by the Contractor and City and accepted by you.

8. This instrument contains the entire agreement between you, the Contractor and the City with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice if any default or any other matter, not bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

9. The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heirs of the parties hereto.

The undersigned have read and hereby approve the instructions as given above governing the administration of this escrow or interest bearing account and do hereby execute this agreement on this _____ day of _____, 20____.

Contractor

BY: _____
Signature & Title

Address

City State Zip

CITY OF SEDRO-WOOLLEY

City

BY: _____
Authorized Signature & Title

Address

City State Zip

ATTESTED BY:

City Clerk

Approved as to form:

City Attorney

The above escrow instructions received and accepted this _____ day of _____, 20____.

Bank or Trust Company

By: _____

CITY OF SEDRO-WOOLLEY
 2011 ON-CALL ELECTRICAL SERVICES
SAMPLE LABOR AND EQUIPMENT RATE SHEET (Note 1)

Contractor Name: Ackermann Electric Co.
 Address: 1700 Railroad Ave, Mount Vernon, WA 98273

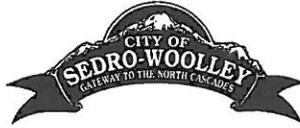
ITEM	BASE HOURLY RATE (1)	OVERTIME HOURLY RATE (1) (4)
Labor Rates (Note 2)		
Journeyman Electrician	\$85.00	\$170.00
Material Markup Rate, % (Note 2)	20%	
Estimated Mobilization/Demobilization Cost per unit to Sedro-Woolley	Time at Rate	
Equipment Rates (Note 3)		
	Unit Cost	Unit
Service Truck with tools	Inc.	Per Hour
Bucket Truck	\$70.00	Per Hour DAY + OPERATOR

NOTES:

1. This Rate Sheet is provided for example only. Contractor may provide their own standard Rate Sheet as long as it provides the requested information or equivalent.
2. Material markup rate as a percent to be applied to materials furnished per invoice before sales tax.
3. Labor and Equipment rates to include insurance, L&I, small tools, markup & etc. but not sales tax. Sales tax will be applied on net invoice amount.
4. Overtime rate for up to two hours of overtime.

Clarifications per Vickie
 2/11/11
 Jig

FEB - 3 2011
 OR



PUBLIC WORKS AGREEMENT 2011-PW-10

Project Name: 2011 HVAC Annual Preventative Maintenance and On-Call Services

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and **Andgar Corporation, PO Box 2708, Ferndale, WA 98248**, (hereinafter the "Contractor") hereby agree as follows:

I. THE PROJECT: The Contractor agrees to complete the following project, utilizing the best available materials and labor, and in accordance with bid specifications and contractor's proposal (if any), project plans and technical specifications:

Project description: **Provide annual preventative maintenance service on certain city owned HVAC systems, and for emergency and non-emergency on-call services for the 2011 calendar year - per the "Invitation to Bid".**

II. GENERAL CONDITIONS: The General Conditions of this agreement are the Standard Specifications for Road, Bridge and Municipal Construction, Current Edition, issued by the State of Washington and the APWA, modified as follows:

A. Definitions and Terms:

1. Whenever the terms "Washington State Transportation Commission", "State Department of Transportation", or variations of same are used in the Standard specifications, they shall be construed to mean "City of Sedro-Woolley" or "Owner".

2. Where references are made to the "State Treasurer", the term shall be construed to mean the City's "Finance Director".

3. Where the term "Secretary of Transportation" or "District Administrator" are used, the terms shall be construed to mean the duly authorized representative of the City.

B. Project Manager: The term "engineer" is understood to be the City's Project Manager, who is the City's representative to the Contractor for all purposes under this agreement. The City designates **Eric Potash, Building Official** as its Project Manager. Contractor designates **Tom Bajema** as its Project Manager.

C. Business License: A City Business License is required, and Contractor and Sub-Contractors are responsible for payment of the taxes imposed thereunder.

D. Taxes: Contractor is responsible for payment of all applicable taxes, including state sales tax on those projects subject to it. Taxes are deemed to be included in the amounts invoiced to the City.

E. Bonding Requirements: The City requires the following bonds; combination documents, cash deposits, or assigned savings accounts are acceptable alternatives:

1. Bid Bond: 5%, if the work is subject to bid procedures;
2. Contract bond in the form made a part of this agreement. In lieu thereof for projects of \$35,000 or less, at the contractor's option, retainage of 50% will be held until releasable under RCW 39.08.010.

F. Insurance: The Contractor shall provide proof to the City that it is insured under **automobile and vehicle liability insurance** covering claims for injuries to members of the

public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, and general **comprehensive** liability insurance covering the work within the scope of this agreement, in such form and with policy limits in such amounts (\$1 Million minimum) as are acceptable to the City.

The Contractor agrees to name the City as an **additional insured** when obtaining liability insurance and to provide a **Certificate of Insurance** to this effect.

G. **Traffic Control:** The Contractor shall furnish all flagging and maintain all temporary traffic control signs and devices necessary to control traffic during construction operations at all locations. Traffic control plans and traffic control signs and devices shall conform to the Manual on Uniform Traffic Control Devices as adopted by the State of Washington, and shall be approved in advance by the City. Unless provided for specifically in the contract, no additional compensation will be made for traffic control.

III. PAYMENT

A. The maximum payable hereunder is **\$10,000**.

B. Individual Task Orders will specify the method of compensation, which will be on a Time & Expense Not To Exceed basis per rates established in **Exhibit A**, Labor and Equipment Rate Sheet, or agreed Lump Sum Price.

C. The Contractor will be paid on the basis of invoices for work satisfactorily completed. Invoices are submitted to the Project Manager for approval prior to payment. No final payment shall be made until the project is accepted by the City.

D. Prior to any payment hereunder, contractor is responsible for complying with applicable Department of Labor and Industries and Department of Revenue requirements and procedures. (General conditions section 1-07.9. If Federal Funds, Davis-Bacon Act and U. S. Department of Labor requirements.) This includes obtaining and timely filing of Intent to Pay Prevailing Wages, Affidavit of Wages paid, Notice of Completion of Public Works Contract, and any other required documents.

E. Retainage will be administered in accordance with RCW 60.28.010(1).

IV. SCOPE OF PROJECT, TECHNICAL SPECIFICATIONS AND CONDITIONS OF WORK:

A. Term of contract: contractor shall begin work as soon as is practicable and will complete work on or before **December 31, 2011**

B. To the extent not inconsistent with this agreement, this contract includes the Invitation to Bid and Proposal, and contract plans and specifications, all incorporated herein by this reference.

C. Scope of project: **Provide annual preventative maintenance service on certain City owned HVAC systems, and for emergency and non-emergency on-call services for the 2011 calendar year - per the "Invitation to Bid" dated January 25, 2011 and Addendum 1 dated February 3, 2011.**

D. Joinder in Arbitration Proceedings. If the City and any third party agree to binding arbitration as the method of dispute resolution between them and their claims or any of them arise out of or are related to Contractor's services, Contractor agrees to be joined in such arbitration proceeding as a party and that the Arbitrator(s) decision therein shall be final and binding on Contractor and judgment may be entered upon it in any court having jurisdiction thereof.

E. Indemnification.

1. Contractor shall indemnify, defend, and hold the City harmless from and against any claim, damages, losses, liability or expense arising out of its breach of contract or negligence.

2. Contractor's duty to indemnify City shall not apply to liability for damages arising out of bodily injury to persons or damage caused to property caused by or resulting from the sole negligence of City or City's agents or employees.

3. Contractor's duty to indemnify City for liability for damages arising out of bodily injury or damage to property caused by or resulting from the concurrent negligence of (a) City or City's agents or employees, (b) Contractor and Contractor's agents or employees, or (c) any third parties shall apply only to the extent of negligence of Contractor or Contractor's agents or employees.

4. Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this AGREEMENT shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts; provided Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against Contractor by City, and not include, or extend to, any claims by Contractor's employees directly against Contractor.

5. Contractor's duty to defend, indemnify, and hold City harmless shall include, as to all claims, demands, losses, and liabilities to which it applies City's personnel-related costs, attorneys' fees, and all other costs whether or not taxable by statute or court rule.

F. Attorneys Fees. The prevailing party in any litigation of any dispute arising out of this agreement shall be entitled to its actual attorneys fees incurred and all costs of such litigation (including expert witness fees) in addition to any costs otherwise taxable by statute or court rule.

G. MRSC Roster Registration. If required, the Contractor shall register or maintain registration on the MRSC Small Works Contractor Roster.

H. Washington State Department of Retirement Systems. Have you retired under the 2008 early retirement factors? Yes No N/A

I. Debarment. Contractor represents and agrees that it is not listed on any state or federal debarment list and further agrees that none of its sub-contractors are listed on any state or federal debarment list.

EXECUTED, this the _____ day of _____, 201____, for the Contractor, _____

_____, Contractor

EXECUTED, this the _____ day of _____, 201____, for the CITY OF SEDRO-WOOLLEY:

Mike Anderson, Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

**CONTRACT BOND
to the**

CITY OF SEDRO-WOOLLEY

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned _____

as principal, and _____, a corporation organized and existing under the laws of the State of Washington, as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations, as surety, are jointly and severally held and firmly bound to the **CITY OF SEDRO-WOOLLEY** in the penal sum of \$ _____ for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington, and the Ordinances of the **CITY OF SEDRO-WOOLLEY**.

DATED at _____, Washington, this ____ day of _____, 200__.

Nevertheless, the conditions of the above obligation are such that:

WHEREAS, the Mayor of said City has let or is about to let to the said bounded principal, a certain contract, for _____

(which contract is referred to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said Principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth;

NOW THEREFORE, if the said Principal shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or within such extension of time as may be granted under said contract (notice of which extension being hereby waived by the Surety), and shall pay all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply said principal or subcontractors with provisions and supplies for the carrying on of said work, and shall indemnify and hold the City harmless from any direct or indirect damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

Approved: _____

Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

Principal

Title: _____

For the Surety: _____

Name: _____

Title: _____

Address: _____

RETAINAGE INVESTMENT OPTION

CONTRACTOR: _____

PROJECT NAME: _____

DATE: _____

Pursuant to Chapter 60.28 RCW, you may choose how your retainage under this contract will be held and invested. Please complete and sign this form indicating your preference. If you fail to do so, the City of Sedro-Woolley (City) will hold your retainage as described in "Current Expense", option 1 below.

- _____ 1. Current Expense: The City will retain your money in its Current Expense Fund Account until thirty days following final acceptance of the improvement or work as completed. You will not receive interest earned on this money.
- _____ 2. Interest Bearing Account: The City will deposit retainage checks in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work as completed or until agreed to by both parties. Interest on the account will be paid to you.
- _____ 3. Escrow / Investments: The City will place the retainage checks in escrow with a bank or trust company until thirty days following the final acceptance of the improvement or work as completed. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserve payable to the bank or trust company and you jointly. This check will be converted into bonds and securities chosen by you and approved by the City and these bonds and securities will be held in escrow. Interest on these bonds and securities will be paid to you as interest accrues. Selection of this option requires an escrow agreement to be completed by the contractor. The City of Sedro-Woolley will provide the form for use by the contractor. If the contractor elects to use the Escrow Investment option, please complete attached Escrow Agreement.

**BONDS AND SECURITIES ACCEPTABLE BY THE CITY OF SEDRO-
WOOLLEY:**

1. Bills, certificates, notes or bonds of the United States.
2. Other obligations of the United States or its agencies.
3. Indebtedness of the Federal national Mortgage Association.
4. Time Deposits in commercial banks.

Designate below the type of investment selected:

- _____ 4. Bond-in-Lieu: With the consent of the City, the contractor may submit a bond for all or any portion of the amount of funds retained by the City in a form acceptable to the City and from a bonding company meeting standards established by the City, if any. Unless otherwise indicated, the contractor elects to submit a bond for the entire 5% retainage amount. Such bond and any proceeds there from shall be made subject to all claims and liens and in the same manner and priority as set forth for retained percentages in Chapter 60.28 RCW. Whenever the City accepts a bond-in-lieu of retained funds from a contractor, the contractor shall accept like bonds from any subcontractors or suppliers from which the contractor has retained funds. The contractor shall then release the funds retained from the subcontractor or supplier, to the subcontractor or supplier, within thirty days of the contractor's receipt of the retained funds from the City.

Retainage is normally released 30 - 45 days after final acceptance of work by the City, or following receipt of Labor and Industries / Department of Revenue clearance, whichever takes longer.

(Contractor's Signature)

Date

Title

RETAINAGE ACCOUNT _____

CITY _____

ESCROW AGREEMENT / INTEREST BEARING ACCOUNT

TO: _____
Bank or Trust Company

Branch

Attn:

Street Address

City, State, Zip

The undersigned _____ hereinafter referred to as the Contractor, has directed the City of Sedro-Woolley, hereinafter referred to as the City, to deliver to you its warrants or checks which shall be payable to you and the Contractor jointly. Such warrants or checks are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. The City shall deliver to you from time to time warrants or checks payable jointly to you and the Contractor. You are hereby authorized by the Contractor to endorse in the Contractor's name any such warrant or check so that you may receive the proceeds thereof and invest the same. The power of endorsement hereby granted to you by the Contractor shall be deemed a power coupled with an interest and shall be irrevocable during the term of this escrow / interest bearing account. Although you may be a payee named in such warrants or checks as shall be delivered to you, your duties and responsibilities with respect to the same shall be only those duties and responsibilities which a depository bank would have pursuant to Article 4 of the Uniform Commercial Code of the State of Washington for an item deposited with it for collection as of the date such warrant or check shall be delivered to you. The proceeds from collections shall be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by you, and the City. For the purpose of each such purchase, you may follow the last written direction received by you from the Contractor, provided such direction otherwise conforms with the restrictions on investments recited herein. A list of such bonds, or other securities approved by the City are indicated on the Retainage Investment Option form. No further approval is necessary if any of these bonds or securities are selected by the Contractor. Other bonds or securities, except stocks, may be selected by the Contractor, subject to express written approval of you and the City. Purchase of such bonds or other securities shall be in a form which shall allow you alone to

reconvert such bonds or other securities into money if you are required to do so by the City as provided in Paragraph 4 of the Escrow Agreement.

The investments selected by the Contractor, approved by the City and purchased by you must mature on or prior to the date set for the completion of the contract, including extensions thereof or thirty days following the final acceptance of said improvement or work.

2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless with your written consent you are otherwise directed in writing by the Contractor.

3. You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to this agreement (or any monies derived from the sale of such securities, or the negotiation of the City's warrants or checks) except in accordance with written instructions from the City. The City shall inform you and keep you informed in writing of the name of the person or persons with authority to give you such written instructions. Compliance with such instruction shall relieve you of any further liability related thereto. The estimated completion date on the contract underlying this Escrow / Interest Bearing Account Agreement is _____. Upon request by you, the City shall advise you in writing of any change in the estimated completion date. If the estimated completion date is changed, you are authorized to reinvest the monies held hereunder in accordance with the new estimated completion date.

4. In the event the City orders you to do so in writing, and notwithstanding any other provisions of this agreement you shall, within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money together with any other monies, including accrued interest on such securities, held by you hereunder, to the City.

5. The Contractor agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with you pursuant to this agreement until and unless the City directs the release to the Contractor of the securities and monies held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees and any amounts which might be owing as provided for herein. In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any services not provided for in these instructions, or that there is any assignment of the interest of this escrow or any modifications hereof, you shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigations.

6. Should you at any time and for any reason desire to be relieved of your obligations as escrow or interest bearing account holder hereunder, you shall give written notice to the City and Contractor. The City and Contractor shall, within 20 days of the receipt of such notice, jointly appoint a successor escrow holder and instruct you to deliver all securities and funds held hereunder to said successor. If you are not notified of the appointment of the successor escrow holder within 20 days, you may return the subject matter hereof to the City and upon doing, it absolves you from all further charges and obligations in connection with this escrow or interest bearing account.

7. This agreement shall not be binding until executed by the Contractor and City and accepted by you.

8. This instrument contains the entire agreement between you, the Contractor and the City with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice if any default or any other matter, not bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

9. The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heirs of the parties hereto.

The undersigned have read and hereby approve the instructions as given above governing the administration of this escrow or interest bearing account and do hereby execute this agreement on this _____ day of _____, 20____.

Contractor

CITY OF SEDRO-WOOLLEY
City

BY: _____
Signature & Title

BY: _____
Authorized Signature & Title

Address

Address

City State Zip

City State Zip

ATTESTED BY:

City Clerk

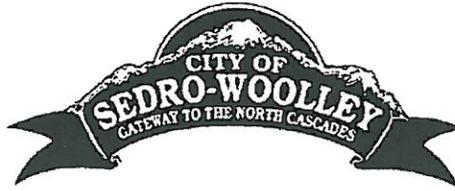
Approved as to form:

City Attorney

The above escrow instructions received and accepted this _____ day of _____, 20____.

Bank or Trust Company

By: _____



2011 Annual HVAC Preventative Maintenance and On-Call Services

PROPOSAL – ADDENDUM 1

Proposals due by 4 pm, February 10, 2011

Bids may be submitted in person or by U.S. Mail, facsimile or email to: City of Sedro-Woolley, 325 Metcalf Street, Sedro-Woolley, WA 98284, (360) 855-0771, facsimile 360-855-0733, email irosario@ci.sedro-woolley.wa.us.

We, the undersigned, hereby agree to bid the following per the "Invitation to Bid – 2011 HVAC Annual Preventative Maintenance and On-Call Services":

SCHEDULE 1: Annual Preventative Maintenance:

1. Sedro-Woolley Municipal Building, 325 Metcalf Street	Lump Sum	\$ 1196 ⁰⁰
2. Sedro-Woolley Senior Center, 715 Pacific Street	Lump Sum	\$ 205 ⁰⁰
3. Sedro-Woolley Public Library, 802 Ball Street	Lump Sum	\$ 110 ⁰⁰
4. Sedro-Woolley Community Center, 703 Pacific Street	Lump Sum	\$ 110 ⁰⁰
5. Parks & Recreation Office, 340 Bingham Park Loop	Lump Sum	\$ 93 ⁰⁰
6. Hammer Heritage Square, 640 Metcalf	Lump Sum	\$ 68 ⁰⁰
7. Police Evidence Garage, 300 Metcalf	Lump Sum	\$ 68 ⁰⁰
8. Fire Station No. 2, 1218 Township	Lump Sum	\$ 150 ⁰⁰

SUBTOTAL	\$ 2000 ⁰⁰ ✓
WA STATE SALES TAX AT 8.2%	\$ 164 ⁰⁰ ✓
TOTAL	\$ 2164 ⁰⁰ ✓

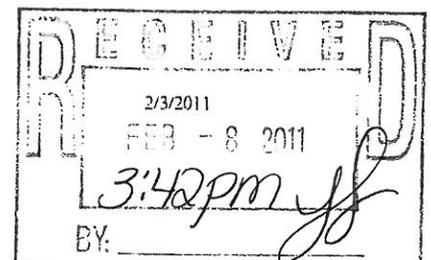
SCHEDULE 2: On-Call HVAC Services:

Journeyman HVAC Technician	\$ 90.00	per hour Straight Time
Journeyman HVAC Technician	\$ 135.00	per hour Overtime
Service Vehicle including tools	\$ 45.00	per hour call
Markup on Materials	45% ^{orig} Per Attached %	

BIDDER NAME: Andgar Corporation
 ADDRESS: P.O. Box 2708
Ferndale WA. 98248
 CONTACT: Tom Bajema
 TELEPHONE: 360-366-9900

REQUIRED ENCLOSURES: Rate Sheet Bidder's Qualification Statement

ADDENDUMS ACKNOWLEDGED: 1





ANDGAR CORPORATION COMMERCIAL HVAC AND PLUMBING SERVICE RATES:

Current rates as of August 1st 2010

NORMAL BUSINESS HOURS 8AM-4:30PM MON-FRI

Service call charge \$45.00 per call

On site rate- \$90.00 per hour billed by the quarter hour

AFTER HOURS, WEEKENDS, HOLIDAYS

Service call charge \$67.50 per call

On site rate- \$135.00 per hour billed by the quarter hour

For HVAC and Plumbing service or repair please call Andgar's office at 360-366-9900 and ask to speak with the Service Department.

After hours calls will be routed through to the on-call pager, a call will be returned to you as soon as possible.

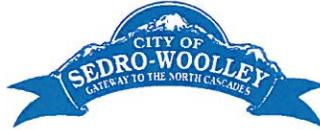
1 Cost 1

From	TO	Multiplier
0.00	0.49	6.00
0.50	0.99	5.75
1.00	1.49	5.50
1.50	1.99	5.25
2.00	2.49	5.00
2.50	2.99	4.75
3.00	3.99	4.50
4.00	4.99	4.38
5.00	5.99	4.25
6.00	6.99	4.13
7.00	7.99	4.00
8.00	8.99	3.75
9.00	9.99	3.63
10.00	19.99	3.50
20.00	29.99	3.38
30.00	39.99	3.25
40.00	49.99	3.13
50.00	59.99	3.00
60.00	69.99	2.75
70.00	79.99	2.63

1 Cost 1

From	TO	Multiplier
80.00	89.99	2.50
90.00	99.99	2.33
100.00	139.99	2.25
140.00	169.99	2.16
170.00	199.99	2.00
200.00	239.99	1.86
240.00	269.99	1.83
270.00	299.99	1.79
300.00	349.99	1.75
350.00	399.99	1.73
400.00	499.99	1.69
500.00	749.99	1.60
750.00	999.99	1.55
1000.00	1499.99	1.50
1500.00	1999.99	1.45
2000.00	2999.99	1.40
3000.00	4999.99	1.35
5000.00	9999.99	1.34
10000.00	24999.99	1.33
25000.00	49999.99	1.30

Material Mark-up Calculator



Public Works Agreement 2011-PW-10 Task Order 1

Task Title: **Annual Preventative Maintenance per Proposal dated February 10, 2011**

Date Issued: **February 24, 2011**

Contractor Name: **Andar Corporation**

Contractor Contact: **Bob Bajema**

Phone: **360-755-1555**

City Contact: **Eric Potash, Building Official**

Phone: **360-661-6454**

BARS No: 101.000.076.576.80.48.16 Repairs & Maint – Muni Building
BARS No: 101.000.076.576.80.48.16 Repairs & Maint – Senior Center
BARS No: 101.000.076.576.80.48.16 Repairs & Maint – Public Library
BARS No: 101.000.076.576.80.48.16 Repairs & Maint – Community Center
BARS No: 101.000.076.576.80.48.16 Repairs & Maint – Parks & Rec Office
BARS No: 101.000.076.576.80.48.16 Repairs & Maint – Hammer Heritage Square
BARS No: 101.000.076.576.80.48.16 Repairs & Maint – Police Evidence Garage
BARS No: 101.000.076.576.80.48.16 Repairs & Maint – Fire Station 2

All work under this Task Order is to be constructed as per the terms and conditions of Public Works Agreement 2011-PW-10 – 2011 HVAC Annual Preventative Maintenance and On-Call Services Agreement dated February 24, 2011 as modified herein.

SCOPE OF WORK

See Invitation to Bid – 2011 HVAC Annual Maintenance and On-Call Services dated January 25, 2011.

Special Conditions:

None.

PAYMENT

Time & Material – Not to Exceed _____ without written authorization.

Lump Sum \$_____.

Unit Price Per Exhibit A as attached to the Agreement.

SCHEDULE

The annual preventative maintenance service shall be scheduled with the Parks and Facilities Department at a time mutually agreed by both parties.

BONDING REQUIREMENTS

Contract Bond in the form made a part of this agreement.

The estimated value of this work is under \$35,000. Contractor agrees to withholding of 50% of the contract amount in lieu of the Contract Bond requirement in accordance with RCW 39.08.010.

APPROVED
CITY OF SEDRO-WOOLLEY

By: _____

Signature: _____

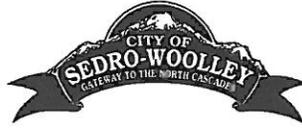
Date: _____

CONTRACTOR

By: _____

Signature: _____

Date: _____



PUBLIC WORKS AGREEMENT 2011-PW-11

Project Name: 2011 HVAC Annual Preventative Maintenance and On-Call Services

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and **DK Systems, Inc., PO Box 886, Burlington, WA 98233**, (hereinafter the "Contractor") hereby agree as follows:

I. THE PROJECT: The Contractor agrees to complete the following project, utilizing the best available materials and labor, and in accordance with bid specifications and contractor's proposal (if any), project plans and technical specifications:

Project description: **Provide emergency and non-emergency on-call services for the 2011 calendar year - per the "Invitation to Bid".**

II. GENERAL CONDITIONS: The General Conditions of this agreement are the Standard Specifications for Road, Bridge and Municipal Construction, Current Edition, issued by the State of Washington and the APWA, modified as follows:

A. Definitions and Terms:

1. Whenever the terms "Washington State Transportation Commission", "State Department of Transportation", or variations of same are used in the Standard specifications, they shall be construed to mean "City of Sedro-Woolley" or "Owner".

2. Where references are made to the "State Treasurer", the term shall be construed to mean the City's "Finance Director".

3. Where the term "Secretary of Transportation" or "District Administrator" are used, the terms shall be construed to mean the duly authorized representative of the City.

B. Project Manager: The term "engineer" is understood to be the City's Project Manager, who is the City's representative to the Contractor for all purposes under this agreement. The City designates **Eric Potash, Building Official** as its Project Manager. Contractor designates **Kevin Korthuis** as its Project Manager.

C. Business License: A City Business License is required, and Contractor and Sub-Contractors are responsible for payment of the taxes imposed thereunder.

D. Taxes: Contractor is responsible for payment of all applicable taxes, including state sales tax on those projects subject to it. Taxes are deemed to be included in the amounts invoiced to the City.

E. Bonding Requirements: The City requires the following bonds; combination documents, cash deposits, or assigned savings accounts are acceptable alternatives:

1. Bid Bond: 5%, if the work is subject to bid procedures;
2. Contract bond in the form made a part of this agreement. In lieu thereof for projects of \$35,000 or less, at the contractor's option, retainage of 50% will be held until releasable under RCW 39.08.010.

F. Insurance: The Contractor shall provide proof to the City that it is insured under **automobile and vehicle liability insurance** covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite

and offsite operations, and owned, non-owned, or hired vehicles, and general **comprehensive** liability insurance covering the work within the scope of this agreement, in such form and with policy limits in such amounts (\$1 Million minimum) as are acceptable to the City.

The Contractor agrees to name the City as an **additional insured** when obtaining liability insurance and to provide a **Certificate of Insurance** to this effect.

G. **Traffic Control:** The Contractor shall furnish all flagging and maintain all temporary traffic control signs and devices necessary to control traffic during construction operations at all locations. Traffic control plans and traffic control signs and devices shall conform to the Manual on Uniform Traffic Control Devices as adopted by the State of Washington, and shall be approved in advance by the City. Unless provided for specifically in the contract, no additional compensation will be made for traffic control.

III. PAYMENT

A. The maximum payable hereunder is **\$10,000**.

B. Individual Task Orders will specify the method of compensation, which will be on a Time & Expense Not To Exceed basis per rates established in **Exhibit A**, Labor and Equipment Rate Sheet, or agreed Lump Sum Price.

C. The Contractor will be paid on the basis of invoices for work satisfactorily completed. Invoices are submitted to the Project Manager for approval prior to payment. No final payment shall be made until the project is accepted by the City.

D. Prior to any payment hereunder, contractor is responsible for complying with applicable Department of Labor and Industries and Department of Revenue requirements and procedures. (General conditions section 1-07.9. If Federal Funds, Davis-Bacon Act and U. S. Department of Labor requirements.) This includes obtaining and timely filing of Intent to Pay Prevailing Wages, Affidavit of Wages paid, Notice of Completion of Public Works Contract, and any other required documents.

E. Retainage will be administered in accordance with RCW 60.28.010(1).

IV. SCOPE OF PROJECT, TECHNICAL SPECIFICATIONS AND CONDITIONS OF WORK:

A. Term of contract: contractor shall begin work as soon as is practicable and will complete work on or before **December 31, 2011**

B. To the extent not inconsistent with this agreement, this contract includes the Invitation to Bid and Proposal, and contract plans and specifications, all incorporated herein by this reference.

Scope of project: **Provide emergency and non-emergency on-call services for the 2011 calendar year - per the "Invitation to Bid" dated January 25, 2011 and Addendum 1 dated February 3, 2011.**

C. Joinder in Arbitration Proceedings. If the City and any third party agree to binding arbitration as the method of dispute resolution between them and their claims or any of them arise out of or are related to Contractor's services, Contractor agrees to be joined in such arbitration proceeding as a party and that the Arbitrator(s) decision therein shall be final and binding on Contractor and judgment may be entered upon it in any court having jurisdiction thereof.

D. Indemnification.

1. Contractor shall indemnify, defend, and hold the City harmless from and

against any claim, damages, losses, liability or expense arising out of its breach of contract or negligence.

2. Contractor's duty to indemnify City shall not apply to liability for damages arising out of bodily injury to persons or damage caused to property caused by or resulting from the sole negligence of City or City's agents or employees.

3. Contractor's duty to indemnify City for liability for damages arising out of bodily injury or damage to property caused by or resulting from the concurrent negligence of (a) City or City's agents or employees, (b) Contractor and Contractor's agents or employees, or (c) any third parties shall apply only to the extent of negligence of Contractor or Contractor's agents or employees.

4. Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this AGREEMENT shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts; provided Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against Contractor by City, and not include, or extend to, any claims by Contractor's employees directly against Contractor.

5. Contractor's duty to defend, indemnify, and hold City harmless shall include, as to all claims, demands, losses, and liabilities to which it applies City's personnel-related costs, attorneys' fees, and all other costs whether or not taxable by statute or court rule.

E. Attorneys Fees. The prevailing party in any litigation of any dispute arising out of this agreement shall be entitled to its actual attorneys fees incurred and all costs of such litigation (including expert witness fees) in addition to any costs otherwise taxable by statute or court rule.

F. MRSC Roster Registration. If required, the Contractor shall register or maintain registration on the MRSC Small Works Contractor Roster.

G. Washington State Department of Retirement Systems. Have you retired under the 2008 early retirement factors? Yes No N/A

H. Debarment. Contractor represents and agrees that it is not listed on any state or federal debarment list and further agrees that none of its sub-contractors are listed on any state or federal debarment list.

EXECUTED, this the 14 day of February, 2011, for the Contractor, DK Systems, Inc.

DK Systems, Inc.
Contractor

EXECUTED, this the _____ day of _____, 201____, for the CITY OF SEDRO-WOOLLEY:

Mike Anderson, Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

CONTRACT BOND
to the
CITY OF SEDRO-WOOLLEY

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned _____

_____ as principal, and _____, a corporation organized and existing under the laws of the State of Washington, as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations, as surety, are jointly and severally held and firmly bound to the **CITY OF SEDRO-WOOLLEY** in the penal sum of \$ _____ for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington, and the Ordinances of the **CITY OF SEDRO-WOOLLEY**.

DATED at _____, Washington, this ____ day of _____, 200 ____.

Nevertheless, the conditions of the above obligation are such that:

WHEREAS, the Mayor of said City has let or is about to let to the said bounded principal, a certain contract, for _____

_____ (which contract is referred to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said Principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth;

NOW THEREFORE, if the said Principal shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or within such extension of time as may be granted under said contract (notice of which extension being hereby waived by the Surety), and shall pay all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply said principal or subcontractors with provisions and supplies for the carrying on of said work, and shall indemnify and hold the City harmless from any direct or indirect damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

Approved: _____

Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

Principal

Title: _____

For the Surety: _____

Name: _____

Title: _____

Address: _____

RETAINAGE INVESTMENT OPTION

CONTRACTOR: _____

PROJECT NAME: _____

DATE: _____

Pursuant to Chapter 60.28 RCW, you may choose how your retainage under this contract will be held and invested. Please complete and sign this form indicating your preference. If you fail to do so, the City of Sedro-Woolley (City) will hold your retainage as described in "Current Expense", option 1 below.

- _____ 1. Current Expense: The City will retain your money in its Current Expense Fund Account until thirty days following final acceptance of the improvement or work as completed. You will not receive interest earned on this money.
- _____ 2. Interest Bearing Account: The City will deposit retainage checks in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work as completed or until agreed to by both parties. Interest on the account will be paid to you.
- _____ 3. Escrow / Investments: The City will place the retainage checks in escrow with a bank or trust company until thirty days following the final acceptance of the improvement or work as completed. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserve payable to the bank or trust company and you jointly. This check will be converted into bonds and securities chosen by you and approved by the City and these bonds and securities will be held in escrow. Interest on these bonds and securities will be paid to you as interest accrues. Selection of this option requires an escrow agreement to be completed by the contractor. The City of Sedro-Woolley will provide the form for use by the contractor. If the contractor elects to use the Escrow Investment option, please complete attached Escrow Agreement.

**BONDS AND SECURITIES ACCEPTABLE BY THE CITY OF SEDRO-
WOOLLEY:**

1. Bills, certificates, notes or bonds of the United States.
2. Other obligations of the United States or its agencies.
3. Indebtedness of the Federal national Mortgage Association.
4. Time Deposits in commercial banks.

Designate below the type of investment selected:

4. Bond-in-Lieu: With the consent of the City, the contractor may submit a bond for all or any portion of the amount of funds retained by the City in a form acceptable to the City and from a bonding company meeting standards established by the City, if any. Unless otherwise indicated, the contractor elects to submit a bond for the entire 5% retainage amount. Such bond and any proceeds there from shall be made subject to all claims and liens and in the same manner and priority as set forth for retained percentages in Chapter 60.28 RCW. Whenever the City accepts a bond-in-lieu of retained funds from a contractor, the contractor shall accept like bonds from any subcontractors or suppliers from which the contractor has retained funds. The contractor shall then release the funds retained from the subcontractor or supplier, to the subcontractor or supplier, within thirty days of the contractor's receipt of the retained funds from the City.

Retainage is normally released 30 - 45 days after final acceptance of work by the City, or following receipt of Labor and Industries / Department of Revenue clearance, whichever takes longer.

(Contractor's Signature)

Date

Title

RETAINAGE ACCOUNT _____

CITY _____

ESCROW AGREEMENT / INTEREST BEARING ACCOUNT

TO: _____
Bank or Trust Company

Branch

Attn:

Street Address

City, State, Zip

The undersigned _____ hereinafter referred to as the Contractor, has directed the City of Sedro-Woolley, hereinafter referred to as the City, to deliver to you its warrants or checks which shall be payable to you and the Contractor jointly. Such warrants or checks are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. The City shall deliver to you from time to time warrants or checks payable jointly to you and the Contractor. You are hereby authorized by the Contractor to endorse in the Contractor's name any such warrant or check so that you may receive the proceeds thereof and invest the same. The power of endorsement hereby granted to you by the Contractor shall be deemed a power coupled with an interest and shall be irrevocable during the term of this escrow / interest bearing account. Although you may be a payee named in such warrants or checks as shall be delivered to you, your duties and responsibilities with respect to the same shall be only those duties and responsibilities which a depository bank would have pursuant to Article 4 of the Uniform Commercial Code of the State of Washington for an item deposited with it for collection as of the date such warrant or check shall be delivered to you. The proceeds from collections shall be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by you, and the City. For the purpose of each such purchase, you may follow the last written direction received by you from the Contractor, provided such direction otherwise conforms with the restrictions on investments recited herein. A list of such bonds, or other securities approved by the City are indicated on the Retainage Investment Option form. No further approval is necessary if any of these bonds or securities are selected by the Contractor. Other bonds or securities, except stocks, may be selected by the Contractor, subject to express written approval of you and the City. Purchase of such bonds or other securities shall be in a form which shall allow you alone to

reconvert such bonds or other securities into money if you are required to do so by the City as provided in Paragraph 4 of the Escrow Agreement.

The investments selected by the Contractor, approved by the City and purchased by you must mature on or prior to the date set for the completion of the contract, including extensions thereof or thirty days following the final acceptance of said improvement or work.

2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless with your written consent you are otherwise directed in writing by the Contractor.

3. You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to this agreement (or any monies derived from the sale of such securities, or the negotiation of the City's warrants or checks) except in accordance with written instructions from the City. The City shall inform you and keep you informed in writing of the name of the person or persons with authority to give you such written instructions. Compliance with such instruction shall relieve you of any further liability related thereto. The estimated completion date on the contract underlying this Escrow / Interest Bearing Account Agreement is _____ . Upon request by you, the City shall advise you in writing of any change in the estimated completion date. If the estimated completion date is changed, you are authorized to reinvest the monies held hereunder in accordance with the new estimated completion date.

4. In the event the City orders you to do so in writing, and notwithstanding any other provisions of this agreement you shall, within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money together with any other monies, including accrued interest on such securities, held by you hereunder, to the City.

5. The Contractor agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with you pursuant to this agreement until and unless the City directs the release to the Contractor of the securities and monies held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees and any amounts which might be owing as provided for herein. In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any services not provided for in these instructions, or that there is any assignment of the interest of this escrow or any modifications hereof, you shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigations.

6. Should you at any time and for any reason desire to be relieved of your obligations as escrow or interest bearing account holder hereunder, you shall give written notice to the City and Contractor. The City and Contractor shall, within 20 days of the receipt of such notice, jointly appoint a successor escrow holder and instruct you to deliver all securities and funds held hereunder to said successor. If you are not notified of the appointment of the successor escrow holder within 20 days, you may return the subject matter hereof to the City and upon doing, it absolves you from all further charges and obligations in connection with this escrow or interest bearing account.

7. This agreement shall not be binding until executed by the Contractor and City and accepted by you.

8. This instrument contains the entire agreement between you, the Contractor and the City with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice if any default or any other matter, not bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

9. The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heirs of the parties hereto.

The undersigned have read and hereby approve the instructions as given above governing the administration of this escrow or interest bearing account and do hereby execute this agreement on this _____ day of _____, 20____.

Contractor

CITY OF SEDRO-WOOLLEY

City

BY: _____
Signature & Title

BY: _____
Authorized Signature & Title

Address

Address

City State Zip

City State Zip

ATTESTED BY:

City Clerk

Approved as to form:

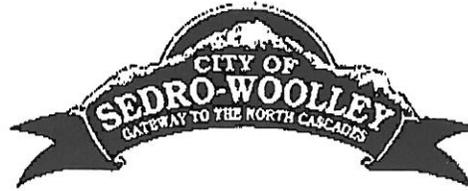
City Attorney

The above escrow instructions received and accepted this _____ day of _____, 20____.

Bank or Trust Company

By: _____

AGREEMENT 2011-PW-11
EXHIBIT "A"



2011 Annual HVAC Preventative Maintenance and On-Call Services

PROPOSAL – ADDENDUM 1

Proposals due by 4 pm, February 10, 2011

Bids may be submitted in person or by U.S. Mail, facsimile or email to: City of Sedro-Woolley, 325 Metcalf Street, Sedro-Woolley, WA 98284, (360) 855-0771, facsimile 360-855-0733, email jrosario@ci.sedro-woolley.wa.us.

We, the undersigned, hereby agree to bid the following per the "Invitation to Bid 2011 HVAC Annual Preventative Maintenance and On-Call Services":

SCHEDULE 1: Annual Preventative Maintenance:

1. Sedro-Woolley Municipal Building, 325 Metcalf Street	Lump Sum	\$ 1269.50
2. Sedro-Woolley Senior Center, 715 Pacific Street	Lump Sum	\$ 241.75
3. Sedro-Woolley Public Library, 802 Ball Street	Lump Sum	\$ 154.00
4. Sedro-Woolley Community Center, 703 Pacific Street	Lump Sum	\$ 160.00
5. Parks & Recreation Office, 340 Bingham Park Loop	Lump Sum	\$ 143.25
6. Hammer Heritage Square, 640 Metcalf	Lump Sum	\$ 49.50
7. Police Evidence Garage, 300 Metcalf	Lump Sum	\$ 99.50
8. Fire Station No. 2, 1218 Township	Lump Sum	\$ 222.75

SUBTOTAL	\$ 2410.25
WA STATE SALES TAX AT 8.2%	\$ 197.64
TOTAL	\$ 2607.89

✓
✓
✓
ag
2/11/11

SCHEDULE 2: On-Call HVAC Services:

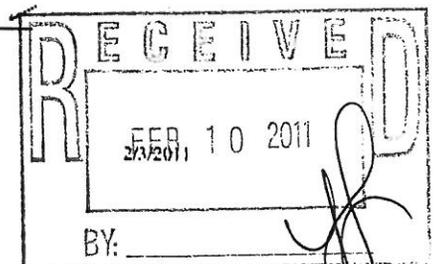
Journeyman HVAC Technician	\$ 85.00	per hour Straight Time
Journeyman HVAC Technician	\$ 127.50	per hour Overtime
Service Vehicle including tools	\$ 15/A	per hour
Markup on Materials	30	%

BIDDER NAME: DK Systems, Inc
 ADDRESS: PO Box 886
Burien, WA 98233
 CONTACT: Dominic Montgomerie
 TELEPHONE: (360) 755-1555

REQUIRED ENCLOSURES: Rate Sheet Bidder's Qualification Statement

ADDENDUMS ACKNOWLEDGED: 1

2011 HVAC Proposal Form ADD 1.doc





Public Works Agreement 2011-PW-11 Task Order 1

Task Title: **Emergency Service Call – Sedro-Woolley City Hall, 325 Metcalf Street, HVAC Unit**

Date Issued: **February 11, 2011**

Contractor Name: **DK Systems, Inc.**

Contractor Contact: **Kevin Korthais, Phone: 360-755-1555**

City Contact: **Eric Potash, Building Official Phone: 360-661-6454**

BARS No: 101.000.076.576.80.48.16 Repairs & Maintenance – City Hall

All work under this Task Order is to be constructed as per the terms and conditions of Public Works Agreement 2011-PW-11 – 2011 HVAC Annual Preventative Maintenance and On-Call Services Agreement dated February 24, 2011 as modified herein. It is anticipated that this agreement will be approved at the February 23, 2011 council meeting; due to the emergency nature of this work the contractor is authorized to proceed prior to this date.

SCOPE OF WORK

Emergency service call to service malfunctioning HVAC unit at the Sedro-Woolley City Hall, 325 Metcalf Street, Sedro-Woolley, Washington.

Special Conditions: None

PAYMENT

Time & Material – **Not to Exceed \$1,000** without written authorization.

Lump Sum \$ _____

SCHEDULE

This emergency service call to be performed as soon as possible on February 11, 2011

BONDING REQUIREMENTS

Contract Bond in the form made a part of this agreement.

The estimated value of this work is under \$35,000. Contractor agrees to withholding of 50% of the contract amount in lieu of the Contract Bond requirement in accordance with RCW 39.08.010.

APPROVED

CITY OF SEDRO-WOOLLEY

CONTRACTOR

By: CRONBERG

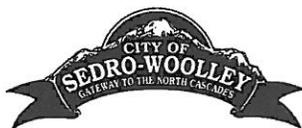
By: Kevin Korthais

Signature: [Signature]

Signature: [Signature]

Date: 2/11/2011

Date: 2-14-11



PUBLIC WORKS AGREEMENT 2011-PW-12

Project Name: 2011 Annual Plumbing On-Call Services

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and **CPI Plumbing, 1900 Railroad Ave., Mount Vernon, WA 98273**, (hereinafter the "Contractor") hereby agree as follows:

I. THE PROJECT: The Contractor agrees to complete the following project, utilizing the best available materials and labor, and in accordance with bid specifications and contractor's proposal (if any), project plans and technical specifications:

Project description: **To provide for the repair and maintenance of plumbing systems for the City of Sedro-Woolley per the "Invitation to Bid"**

II. GENERAL CONDITIONS: The General Conditions of this agreement are the Standard Specifications for Road, Bridge and Municipal Construction, Current Edition, issued by the State of Washington and the APWA, modified as follows:

A. Definitions and Terms:

1. Whenever the terms "Washington State Transportation Commission", "State Department of Transportation", or variations of same are used in the Standard specifications, they shall be construed to mean "City of Sedro-Woolley" or "Owner".

2. Where references are made to the "State Treasurer", the term shall be construed to mean the City's "Finance Director".

3. Where the term "Secretary of Transportation" or "District Administrator" are used, the terms shall be construed to mean the duly authorized representative of the City.

B. Project Manager: The term "engineer" is understood to be the City's Project Manager, who is the City's representative to the Contractor for all purposes under this agreement. The City designates **Eric Potash, Building Official** as its Project Manager. Contractor designates **Brad Tully, Service Manager** as its Project Manager.

C. Business License: A City Business License is required, and Contractor and Sub-Contractors are responsible for payment of the taxes imposed thereunder.

D. Taxes: Contractor is responsible for payment of all applicable taxes, including state sales tax on those projects subject to it. Taxes are deemed to be included in the amounts invoiced to the City.

E. Bonding Requirements: The City requires the following bonds; combination documents, cash deposits, or assigned savings accounts are acceptable alternatives:

1. Bid Bond: 5%, if the work is subject to bid procedures;

2. Contract bond in the form made a part of this agreement. In lieu thereof for projects of \$35,000 or less, at the contractor's option, retainage of 50% will be held until releasable under RCW 39.08.010.

F. Insurance: The Contractor shall provide proof to the City that it is insured under **automobile and vehicle liability insurance** covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite

and offsite operations, and owned, non-owned, or hired vehicles, and general **comprehensive** liability insurance covering the work within the scope of this agreement, in such form and with policy limits in such amounts (\$1 Million minimum) as are acceptable to the City.

The Contractor agrees to name the City as an **additional insured** when obtaining liability insurance and to provide a **Certificate of Insurance** to this effect.

G. Traffic Control: The Contractor shall furnish all flagging and maintain all temporary traffic control signs and devices necessary to control traffic during construction operations at all locations. Traffic control plans and traffic control signs and devices shall conform to the Manual on Uniform Traffic Control Devices as adopted by the State of Washington, and shall be approved in advance by the City. Unless provided for specifically in the contract, no additional compensation will be made for traffic control.

III. PAYMENT

A. The maximum payable hereunder is **\$10,000**.

B. Individual Task Orders will specify the method of compensation, which will be on a Time & Expense Not To Exceed basis per rates established in **Exhibit A**, Labor and Equipment Rate Sheet, or agreed Lump Sum Price.

C. The Contractor will be paid on the basis of invoices for work satisfactorily completed. Invoices are submitted to the Project Manager for approval prior to payment. No final payment shall be made until the project is accepted by the City.

D. Prior to any payment hereunder, contractor is responsible for complying with applicable Department of Labor and Industries and Department of Revenue requirements and procedures. (General conditions section 1-07.9. If Federal Funds, Davis-Bacon Act and U. S. Department of Labor requirements.) This includes obtaining and timely filing of Intent to Pay Prevailing Wages, Affidavit of Wages paid, Notice of Completion of Public Works Contract, and any other required documents.

E. Retainage will be administered in accordance with RCW 60.28.010(1).

IV. SCOPE OF PROJECT, TECHNICAL SPECIFICATIONS AND CONDITIONS OF WORK:

A. Term of contract: contractor shall begin work as soon as is practicable and will complete work on or before **December 31, 2011**

B. To the extent not inconsistent with this agreement, this contract includes the Invitation to Bid and Proposal, and contract plans and specifications, all incorporated herein by this reference.

C. Scope of project: **To provide for the repair and maintenance of plumbing systems for the City of Sedro-Woolley per the "Invitation to Bid" dated January 25, 2011.**

D. Joinder in Arbitration Proceedings. If the City and any third party agree to binding arbitration as the method of dispute resolution between them and their claims or any of them arise out of or are related to Contractor's services, Contractor agrees to be joined in such arbitration proceeding as a party and that the Arbitrator(s) decision therein shall be final and binding on Contractor and judgment may be entered upon it in any court having jurisdiction thereof.

E. Indemnification.

1. Contractor shall indemnify, defend, and hold the City harmless from and

against any claim, damages, losses, liability or expense arising out of its breach of contract or negligence.

2. Contractor's duty to indemnify City shall not apply to liability for damages arising out of bodily injury to persons or damage caused to property caused by or resulting from the sole negligence of City or City's agents or employees.

3. Contractor's duty to indemnify City for liability for damages arising out of bodily injury or damage to property caused by or resulting from the concurrent negligence of (a) City or City's agents or employees, (b) Contractor and Contractor's agents or employees, or (c) any third parties shall apply only to the extent of negligence of Contractor or Contractor's agents or employees.

4. Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this AGREEMENT shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts; provided Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against Contractor by City, and not include, or extend to, any claims by Contractor's employees directly against Contractor.

5. Contractor's duty to defend, indemnify, and hold City harmless shall include, as to all claims, demands, losses, and liabilities to which it applies City's personnel-related costs, attorneys' fees, and all other costs whether or not taxable by statute or court rule.

F. Attorneys Fees. The prevailing party in any litigation of any dispute arising out of this agreement shall be entitled to its actual attorneys fees incurred and all costs of such litigation (including expert witness fees) in addition to any costs otherwise taxable by statute or court rule.

G. MRSC Roster Registration. If required, the Contractor shall register or maintain registration on the MRSC Small Works Contractor Roster.

H. Washington State Department of Retirement Systems. Have you retired under the 2008 early retirement factors? Yes No N/A

I. Debarment. Contractor represents and agrees that it is not listed on any state or federal debarment list and further agrees that none of its sub-contractors are listed on any state or federal debarment list.

EXECUTED, this the _____ day of _____, 201____, for the Contractor, _____

, Contractor

EXECUTED, this the _____ day of _____, 201____, for the CITY OF SEDRO-WOOLLEY:

Mike Anderson, Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

CONTRACT BOND
to the
CITY OF SEDRO-WOOLLEY

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned _____

_____ as principal, and _____, a corporation organized and existing under the laws of the State of Washington, as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations, as surety, are jointly and severally held and firmly bound to the **CITY OF SEDRO-WOOLLEY** in the penal sum of \$ _____ for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington, and the Ordinances of the **CITY OF SEDRO-WOOLLEY**.

DATED at _____, Washington, this ____ day of _____, 200 ____.

Nevertheless, the conditions of the above obligation are such that:

WHEREAS, the Mayor of said City has let or is about to let to the said bounded principal, a certain contract, for _____

_____ (which contract is referred to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said Principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth;

NOW THEREFORE, if the said Principal shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or within such extension of time as may be granted under said contract (notice of which extension being hereby waived by the Surety), and shall pay all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply said principal or subcontractors with provisions and supplies for the carrying on of said work, and shall indemnify and hold the City harmless from any direct or indirect damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

Approved: _____

Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

Principal

Title: _____

For the Surety: _____

Name: _____

Title: _____

Address: _____

RETAINAGE INVESTMENT OPTION

CONTRACTOR: _____

PROJECT NAME: _____

DATE: _____

Pursuant to Chapter 60.28 RCW, you may choose how your retainage under this contract will be held and invested. Please complete and sign this form indicating your preference. If you fail to do so, the City of Sedro-Woolley (City) will hold your retainage as described in "Current Expense", option 1 below.

- _____ 1. Current Expense: The City will retain your money in its Current Expense Fund Account until thirty days following final acceptance of the improvement or work as completed. You will not receive interest earned on this money.
- _____ 2. Interest Bearing Account: The City will deposit retainage checks in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work as completed or until agreed to by both parties. Interest on the account will be paid to you.
- _____ 3. Escrow / Investments: The City will place the retainage checks in escrow with a bank or trust company until thirty days following the final acceptance of the improvement or work as completed. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserve payable to the bank or trust company and you jointly. This check will be converted into bonds and securities chosen by you and approved by the City and these bonds and securities will be held in escrow. Interest on these bonds and securities will be paid to you as interest accrues. Selection of this option requires an escrow agreement to be completed by the contractor. The City of Sedro-Woolley will provide the form for use by the contractor. If the contractor elects to use the Escrow Investment option, please complete attached Escrow Agreement.

BONDS AND SECURITIES ACCEPTABLE BY THE CITY OF SEDRO-WOOLLEY:

1. Bills, certificates, notes or bonds of the United States.
2. Other obligations of the United States or its agencies.
3. Indebtedness of the Federal national Mortgage Association.
4. Time Deposits in commercial banks.

Designate below the type of investment selected:

- _____ 4. Bond-in-Lieu: With the consent of the City, the contractor may submit a bond for all or any portion of the amount of funds retained by the City in a form acceptable to the City and from a bonding company meeting standards established by the City, if any. Unless otherwise indicated, the contractor elects to submit a bond for the entire 5% retainage amount. Such bond and any proceeds there from shall be made subject to all claims and liens and in the same manner and priority as set forth for retained percentages in Chapter 60.28 RCW. Whenever the City accepts a bond-in-lieu of retained funds from a contractor, the contractor shall accept like bonds from any subcontractors or suppliers from which the contractor has retained funds. The contractor shall then release the funds retained from the subcontractor or supplier, to the subcontractor or supplier, within thirty days of the contractor's receipt of the retained funds from the City.

Retainage is normally released 30 - 45 days after final acceptance of work by the City, or following receipt of Labor and Industries / Department of Revenue clearance, whichever takes longer.

(Contractor's Signature)

Date

Title

RETAINAGE ACCOUNT _____

CITY _____

ESCROW AGREEMENT / INTEREST BEARING ACCOUNT

TO: _____
Bank or Trust Company

Branch

Attn:

Street Address

City, State, Zip

The undersigned _____ hereinafter referred to as the Contractor, has directed the City of Sedro-Woolley, hereinafter referred to as the City, to deliver to you its warrants or checks which shall be payable to you and the Contractor jointly. Such warrants or checks are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. The City shall deliver to you from time to time warrants or checks payable jointly to you and the Contractor. You are hereby authorized by the Contractor to endorse in the Contractor's name any such warrant or check so that you may receive the proceeds thereof and invest the same. The power of endorsement hereby granted to you by the Contractor shall be deemed a power coupled with an interest and shall be irrevocable during the term of this escrow / interest bearing account. Although you may be a payee named in such warrants or checks as shall be delivered to you, your duties and responsibilities with respect to the same shall be only those duties and responsibilities which a depository bank would have pursuant to Article 4 of the Uniform Commercial Code of the State of Washington for an item deposited with it for collection as of the date such warrant or check shall be delivered to you. The proceeds from collections shall be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by you, and the City. For the purpose of each such purchase, you may follow the last written direction received by you from the Contractor, provided such direction otherwise conforms with the restrictions on investments recited herein. A list of such bonds, or other securities approved by the City are indicated on the Retainage Investment Option form. No further approval is necessary if any of these bonds or securities are selected by the Contractor. Other bonds or securities, except stocks, may be selected by the Contractor, subject to express written approval of you and the City. Purchase of such bonds or other securities shall be in a form which shall allow you alone to

reconvert such bonds or other securities into money if you are required to do so by the City as provided in Paragraph 4 of the Escrow Agreement.

The investments selected by the Contractor, approved by the City and purchased by you must mature on or prior to the date set for the completion of the contract, including extensions thereof or thirty days following the final acceptance of said improvement or work.

2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless with your written consent you are otherwise directed in writing by the Contractor.

3. You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to this agreement (or any monies derived from the sale of such securities, or the negotiation of the City's warrants or checks) except in accordance with written instructions from the City. The City shall inform you and keep you informed in writing of the name of the person or persons with authority to give you such written instructions. Compliance with such instruction shall relieve you of any further liability related thereto. The estimated completion date on the contract underlying this Escrow / Interest Bearing Account Agreement is _____. Upon request by you, the City shall advise you in writing of any change in the estimated completion date. If the estimated completion date is changed, you are authorized to reinvest the monies held hereunder in accordance with the new estimated completion date.

4. In the event the City orders you to do so in writing, and notwithstanding any other provisions of this agreement you shall, within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money together with any other monies, including accrued interest on such securities, held by you hereunder, to the City.

5. The Contractor agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with you pursuant to this agreement until and unless the City directs the release to the Contractor of the securities and monies held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees and any amounts which might be owing as provided for herein. In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any services not provided for in these instructions, or that there is any assignment of the interest of this escrow or any modifications hereof, you shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigations.

6. Should you at any time and for any reason desire to be relieved of your obligations as escrow or interest bearing account holder hereunder, you shall give written notice to the City and Contractor. The City and Contractor shall, within 20 days of the receipt of such notice, jointly appoint a successor escrow holder and instruct you to deliver all securities and funds held hereunder to said successor. If you are not notified of the appointment of the successor escrow holder within 20 days, you may return the subject matter hereof to the City and upon doing, it absolves you from all further charges and obligations in connection with this escrow or interest bearing account.

7. This agreement shall not be binding until executed by the Contractor and City and accepted by you.
8. This instrument contains the entire agreement between you, the Contractor and the City with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice if any default or any other matter, not bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.
9. The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heirs of the parties hereto.

The undersigned have read and hereby approve the instructions as given above governing the administration of this escrow or interest bearing account and do hereby execute this agreement on this _____ day of _____, 20____.

Contractor

BY: _____
Signature & Title

Address

City State Zip

CITY OF SEDRO-WOOLLEY
City

BY: _____
Authorized Signature & Title

Address

City State Zip

ATTESTED BY:

City Clerk

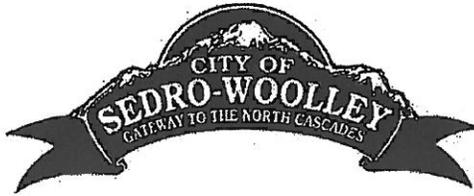
Approved as to form:

City Attorney

The above escrow instructions received and accepted this _____ day of _____, 20____.

Bank or Trust Company

By: _____



2011 Annual Plumbing On-Call Services PROPOSAL

Proposals due by 4 pm, February 10, 2011

Bids may be submitted in person or by U.S. Mail, facsimile or email to: City of Sedro-Woolley, 325 Metcalf Street, Sedro-Woolley, WA 98284, (360) 855-0771, facsimile 360-855-0733, email irosario@ci.sedro-woolley.wa.us.

We, the undersigned, hereby agree to bid the following per the "Invitation to Bid - 2011 Annual Plumbing On-Call Services":

SCHEDULE 1: On-Call Plumbing Services:

Journeyman Plumber	\$ <u>109⁰⁰</u> per hour Straight Time	
Journeyman Plumber	\$ <u>144⁰⁰</u> per hour Overtime	\$ <u>179⁰⁰</u> Per hour DOUBLE TIME
Service Vehicle including tools	\$ _____ per hour	
Estimated Travel Time per call	<u>1</u> hours	
Markup on Materials	<u>25</u> %	

BIDDER NAME: CPI PLUMBING

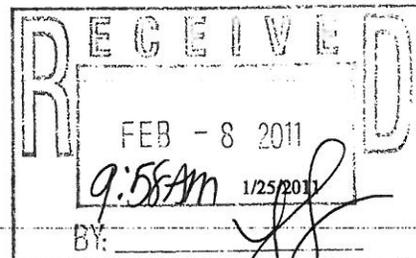
ADDRESS: 1900 RAILROAD AVE

MT VERNON WA 98273

CONTACT: BRAD TULLY

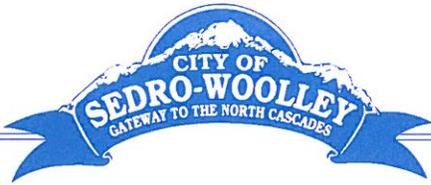
TELEPHONE: 360-428-5636

REQUIRED ENCLOSURES: Rate Sheet Bidder's Qualification Statement



FEB 23 2011

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



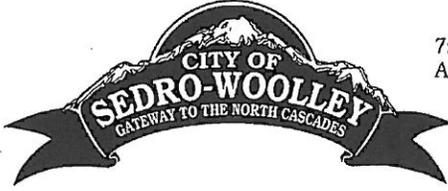
SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

UNFINISHED
BUSINESS

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 23 2011



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

MEMO TO: City Council
FROM: Eron Berg
RE: Council Meeting Ordinance
DATE: February 23, 2011

ISSUE: Should the Council adopt the attached ordinance changing the day of the first meeting of each month to Wednesdays?

BACKGROUND: We have had a difficult time achieving 100% attendance with the first meeting of the month on Tuesday nights. One of our Councilmembers has a recurring conflict with that day of the week.

Councilman Meamber has a conflict with the first Wednesday of the month, but has agreed to modify his schedule to be available at the first Wednesday if this suits the rest of the Council and will result in full attendance.

This item is presented in an effort to adjust the schedule so all members can attend all three meetings most months. If this works for all of you, then the recommendation is approval of this ordinance.

RECOMMENDATION: Motion to adopt Ordinance _____-11, an ordinance changing the day of the first meeting each month to Wednesday.

ORDINANCE NO.

AN ORDINANCE AMENDING SWMC 2.04 REGARDING CITY COUNCIL MEETINGS

Whereas, SWMC 2.04 sets the time and location for meetings of the City Council,
and

Whereas, the City Council desires to change the date and time for regular council meetings held during the week of Christmas,

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

Section 1. SWMC 2.04.010 is amended to read as follows:

The city council shall hold regular meetings at seven p.m., on the first, ~~Tuesday and the~~ second and fourth Wednesday of each month throughout the year, but whenever a regular meeting falls on a legal holiday now or hereafter designated as such by the laws of the state of Washington, such meeting shall be held at seven p.m. of the first day following which is not itself a legal holiday and provided that the meeting immediately before the Thanksgiving holiday each year shall be held on the fourth Tuesday of November rather than the fourth Wednesday and provided further than the meeting immediately before the Christmas holiday shall be held on the Tuesday before Christmas at 4:00 P.M. rather than the fourth Wednesday at 7:00 P.M.

Section 2. This ordinance shall be effective five (5) days after passage and publication as provided by law.

Section 3. 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 and approved this ____ day of February, 2011.

MAYOR

Attest:

Finance Director

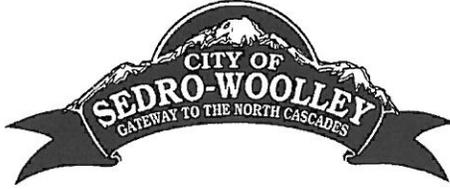
Approved as to form:

City Attorney

NEW
BUSINESS

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 23 2011



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

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: Community Center Cleaning ordinance
DATE: February 23, 2011

ISSUE: Should the Council adopt the attached ordinance creating a non-refundable cleaning fee for using the community center and reducing the damage deposit?

BACKGROUND: This is presented to the Council in an effort to make the City's Community Center more usable for rental events. Currently, renters are responsible for cleaning but there is no inspection and final touch-up cleaning between events. Fairly regularly renters find the Community Center in less than desirable condition which impacts their planned event and reduces the desirability of the facility.

The proposed ordinance reduces the damage deposit by half and adds a non-refundable cleaning fee (\$200.00 if the event includes alcohol or dancing; \$100.00 for all others). This fee assumes the renter will still clean the facility and leave it in "broom swept" condition with the garbage empty. Cleaning instructions will be provided with the rental agreement – any cleaning in excess of the non-refundable fees charged will result in a \$50.00 per hour charge (the city's actual cost for overtime cleaning by a parks department employee). The Mayor will have the authority to waive the non-refundable cleaning fee for community events with a solid track record of proper cleaning following their events.

This is a first reading and no action is requested tonight.

RECOMMENDATION: Motion to adopt Ordinance _____, an ordinance creating a non-refundable cleaning fee and reducing the damage deposit for the community center.

ORDINANCE NO.

AN ORDINANCE AMENDING SWMC 12.36 TO REQUIRE USERS TO PAY FOR REGULAR CLEANING OF THE FACILITY

Whereas, SWMC 12.36 establishes rules and regulations for the use of City parks and sets fees for use of the City's parks and facilities, and

Whereas, SWMC 12.36.030 establishes the amount of security deposits for using the community center; and

Whereas, the city has experienced an increase in the number of complaints from users of the community center about the condition of the community center at the time of their rental; and

Whereas, the Council desires to decrease the amount of the security deposits and create new non-refundable cleaning fee for the use of the community center; now therefore,

THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY DO HEREBY ORDAIN AS FOLLOWS:

Section 1. SWMC 12.36.030 is amended to read as follows:

12.36.030 Community center facility.

In addition to the rules that shall apply to the use of city parks, the following regulations shall apply to the use of the city-owned community center:

A. Permitted Uses. The community center will be used for social functions such as parties, class reunions, wedding receptions and other similar activities. No retail sales or other profit-making activities shall be permitted unless they are carried out by a nonprofit organization. This organization must show proof that it has nonprofit status. Any activity not mentioned above will require city council approval. The city reserves the right to deny usage to any person or organization.

B. Reservations. The community center and buildings may be reserved for the periodic and temporary use of the residents and groups within the city. Reservations must be made in person at the city ~~clerk-treasurer~~ finance director's office, where a calendar of such reservations will be maintained. Reservations may be made up to one year in advance of the reserved date.

C. Rental Fees. Rental fees for the use of the community center are as follows:

	Resident	All Others	Community Group
Monday through Thursday	\$100.00	\$250.00	\$25.00

Friday through Sunday	150.00	300.00	25.00
-----------------------	--------	--------	-------

If alcoholic beverages, live music, or dancing are to be provided at the community center, the fees will be as follows:

	Resident	All Others	Community Group
Monday through Thursday	\$250.00	\$400.00	\$25.00
Friday through Sunday	300.00	500.00	25.00

An additional fee of twenty-five dollars will be charged for the use of the kitchen facilities. Rental fees must be paid at the time the reservation is made. If the reservation is not canceled at least sixty days before the reservation date, it will not be refunded.

Payment In-Kind. Upon the prior approval of the city council, the city may accept rental payments from community groups through in-kind contributions to the city including, but not limited to, improvements to the community center or other city-owned facilities. This section is intended, for example, to allow the Sedro-Woolley Rotary Club to establish a rental credit in the amount of the value of an improvement to a city-owned facility.

Community Group Eligibility. To be eligible to receive the rates for community groups (Rate table under this section), the person, group or organization must submit a request to and receive approval from the mayor or designee. To approve the reduced rate, the mayor or designee shall find that the group meets the definition of a community group and that the event provides a benefit to the citizens of the city of Sedro-Woolley. Such decision shall be final.

Definitions:

- (1) "Community groups" means those civic organizations located within the city of Sedro-Woolley.
- (2) "Resident" means a person who resides within the corporate limits of the city of Sedro-Woolley, a property owner as shown on the Skagit County assessor's rolls who owns real estate within the corporate limits of the city of Sedro-Woolley or a business that includes a permanent physical location within the corporate limits of the city of Sedro-Woolley.
- (3) "All others" means any person, group or organization that does not categorically fall unto any other definition herein.

D. Time Limits. Persons or groups using the community center must be out of the premises as follows:

Sunday through Thursday	11:00 p.m.
Friday through Sunday	12:00

	midnight
--	----------

E. Security Deposit. After use of the community center, it must be cleaned up and restored to the city in the same condition as found by the user. The person renting the reservation shall be liable for any cost of cleanup and repair. A security deposit must be paid no less than three days prior to the event, in the sum of the greater of:

1. ~~Two~~ one thousand dollars if alcohol is served or permitted;
2. ~~Two~~ one thousand dollars if dancing or live music is permitted; or
3. One hundred dollars if alcohol, dancing and music are not permitted.

This deposit may be in the form of cash ~~or an approved surety bond given to the city clerk~~. All or a portion of this deposit may be retained if the premises is not cleaned and restored to its original condition or if there is any damage to the premises, furnishings, or exterior premises. This remedy is cumulative, and in addition to any other remedy or cause of action provided by law or agreement. Each group shall have the use of the community center as long as they conduct their activities in a lawful manner either inside or outside the building, so as to not interfere with neighboring property owners. The city shall have the right to revoke all privileges if warranted by complaints of excessive noise or any other valid complaint. Complaints against any user of the community center or violation of any city ordinance shall be grounds for forfeiture of privileges and forfeiture of security and damage deposit.

F. Non-refundable cleaning fee. A non-refundable cleaning fee shall be charged as follows:

1. If alcohol, dancing or live music are permitted, a cleaning fee of 200.00.
2. For all other uses, a cleaning fee of \$100.00.
3. For community groups, the cleaning fee may be waived by the mayor upon a showing that the community group has a track record of cleaning

Renter is responsible for leaving the facility in clean, broom swept condition, with garbage removed as indicated in the rental agreement. Any additional cleaning in excess of the minimum amounts charged above, shall be billed to the renter in the amount of \$50.00 per hour.

F G. Key. All community center keys shall be returned no later than noon of the next working day following its use. Any user not returning a key will be charged the actual cost of rekeying the building and replacing all keys.

G H. Security/Facility Monitor.

1. For any event in which alcoholic beverages, live music or dancing are to be allowed or provided, the user must pay an additional fee of twenty-five dollars for each hour of use (minimum of four hours); includes all time from set-up to cleaning. This fee shall be paid to the city at least three days prior to the event, based upon the anticipated hours of use as determined by the mayor or designee and will not be refunded once the use commences. Additional charges for use beyond the amount paid for in advance will be assessed at a rate of fifty dollars per hour; no refunds will be given for use that is less than the amount paid for in advance.

2. The mayor may, in his/her reasonable discretion, require the user to pay an additional fee equal to the hourly cost of overtime pay plus benefits and assessments for two police officers, for each hour of anticipated use (for a minimum of four hours each), as determined by the mayor or his designee. This fee shall be paid to the city at least three

days prior to the event, and will not be refunded once the use commences, regardless of the actual hours of use.

3. The police chief or designee and the facility monitor shall have the authority to terminate use privileges at any time for good cause. "Good cause" shall include the existence of any condition which threatens the safety of life or property. In such event, no portion of the fee shall be refunded. Any user whose privileges are terminated under this provision shall be barred from renting the facility for a period of ten years following the termination.

H I. Additional Rules and Regulations. In addition to the foregoing, the mayor or his/her designee may make additional rules and regulations for the use of the community center, and incorporate the same into the agreement to be signed by the user.

Section 2. This ordinance shall be effective five (5) days after passage and publication as provided by law.

Section 3. 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 _____, 2011, and signed in authentication of its passage this ____ day of _____, 2011.

Mike Anderson, Mayor

Attest:

Patsy Nelson, Finance Director

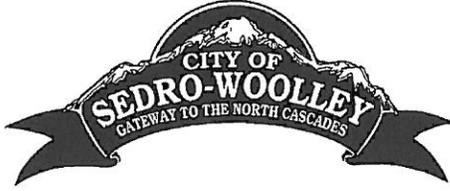
Approved as to form:

Eron Berg, City Attorney

First Reading by City Council: February 23, 2011
Second Reading by City Council:
Approval by City Council:
Published:

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 23 2011



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: Senior Center rental ordinance
DATE: February 23, 2011

ISSUE: Should the Council adopt the attached ordinance establishing a process and setting fees for the rental of the Sedro-Woolley Senior Center Building?

BACKGROUND: The Senior Center has been made available in the past. However, neither the City's code nor its contract with Skagit County allow for the facility to be rented out for private or community group use. This ordinance is presented to allow for the use of the facility in a manner that will not conflict with the primary use (senior center) and will be auditable, fair, and accountable to the taxpayers.

This proposal limits uses to community meetings, classes and other similar uses. No private parties, reunions, birthdays, retail sales, etc., are proposed. Reservations require two steps: first, approval from the senior center coordinator and second, reservations at City Hall with the payment of the rental fee. Rent is proposed to be comparable, but less, than the community center and is detailed on page two of the ordinance.

Finally, this draft ordinance places 100% of the rental proceeds into Fund 303 (Facilities Maintenance Reserve Fund) which will allow the proceeds to be used to maintain and improve this building and others as the Council so desires.

This is a first reading and no action is requested tonight.

RECOMMENDATION: Motion to adopt Ordinance _____, an ordinance establishing a process and setting fees for the rental of the Sedro-Woolley Senior Center Building.

ORDINANCE NO.

AN ORDINANCE AMENDING SWMC 12.36 TO ALLOW FOR THE USE AND RENTAL OF THE CITY'S SENIOR CENTER BUILDING

Whereas, SWMC 12.36 establishes rules and regulations for the use of City parks and sets fees for use of the City's parks and facilities, and

Whereas, the Sedro-Woolley Senior Center Building is a city owned building that is primarily for the use of the senior center and related senior oriented activities; and

Whereas, the Council desires to allow for the public use and enjoyment of the Senior Center Building while also establishing certain rules and regulations for its use to balance its use with the primary use; and

Whereas, the Council desires to establish a rental fee for the use of the Senior Center Building to cover the costs of utilities, routine cleaning and long-term maintenance of the facility, now therefore,

THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY DO HEREBY ORDAIN AS FOLLOWS:

Section 1. A new section is added to SWMC 12.36 as follows:

SWMC 12.36.____. Sedro-Woolley Senior Center Building.

In addition to the rules that shall apply to the use of city parks, the following regulations shall apply to the use of the Sedro-Woolley Senior Center Building:

A. Permitted Uses. The Sedro-Woolley Senior Center Building will be primarily used for the operation of the Sedro-Woolley Senior Center and related senior oriented functions. Private parties, residents and community groups may rent portions of the Sedro-Woolley Senior Center Building for community meetings, classes and other similar activities on a space available basis and upon approval of the Senior Center Coordinator. No retail sales shall be permitted. No alcoholic beverages shall be permitted. The kitchen facility is not available for rental use. Any activity not mentioned above will require city council approval. The city reserves the right to deny usage to any person or organization.

B. Reservations. The Sedro-Woolley Senior Center Building may be reserved for the periodic and temporary use of the residents and groups within the city. Reservations must be made in person at the city finance director's office, where a calendar of such reservations will be maintained. Reservations may be made up to one year in advance of the reserved date. No reservation shall be made without first coordinating with and receiving the written approval of the Senior Center Coordinator. In most cases, reservations will be allowed for rental periods of less than a full day; the

reservation shall indicate the approved rental period which is not to exceed eighteen hours.

C. **Rental Fees.** Rental fees for the use of the Sedro-Woolley Senior Center Building are as follows:

	Resident	All Others	Community Group
Monday through Thursday	\$50.00	\$200.00	\$25.00
Friday through Sunday	\$100.00	\$250.00	\$25.00

Rental fees must be paid at the time the reservation is made. If the reservation is not canceled at least sixty days before the reservation date, it will not be refunded.

Payment In-Kind. Upon the prior approval of the city council, the city may accept rental payments from community groups through in-kind contributions to the city including, but not limited to, improvements to city-owned facilities. This section is intended, for example, to allow the Sedro-Woolley Rotary Club to establish a rental credit in the amount of the value of an improvement to a city-owned facility.

Community Group Eligibility. To be eligible to receive the rates for community groups (Rate table under this section), the person, group or organization must submit a request to and receive approval from the mayor or designee. To approve the reduced rate, the mayor or designee shall find that the group meets the definition of a community group and that the event provides a benefit to the citizens of the city of Sedro-Woolley. Such decision shall be final.

Definitions:

(1) "Community groups" means those civic organizations located within the city of Sedro-Woolley.

(2) "Resident" means a person who resides within the corporate limits of the city of Sedro-Woolley, a property owner as shown on the Skagit County assessor's rolls who owns real estate within the corporate limits of the city of Sedro-Woolley or a business that includes a permanent physical location within the corporate limits of the city of Sedro-Woolley.

(3) "All others" means any person, group or organization that does not categorically fall unto any other definition herein.

D. **Security Deposit.** After use of the Sedro-Woolley Senior Center Building, it must be cleaned up and restored to the city in the same condition as found by the user. The person renting the facility shall be liable for any cost of cleanup and repair. A security deposit must be paid no less than three days prior to the event, in the sum of one hundred dollars.

This deposit may be in the form of cash. All or a portion of this deposit may be retained if the premises is not cleaned and restored to its original condition or if there is any damage to the premises, furnishings, or exterior premises. This remedy is cumulative, and in addition to any other remedy or cause of action provided by law or agreement. Each group shall have the use of the Sedro-Woolley Senior Center Building as long as they conduct their activities in a lawful manner either inside or outside the building, so as to not interfere with neighboring property owners. The city shall have the right to revoke all privileges if warranted by complaints of excessive noise or any other valid complaint. Complaints against any user of the facility or violation of any city ordinance shall be grounds for forfeiture of privileges and forfeiture of security and damage deposit.

E. Key. All facility keys shall be returned no later than noon of the next working day following its use. Any user not returning a key will be charged the actual cost of rekeying the building and replacing all keys.

G. Additional Rules and Regulations. In addition to the foregoing, the mayor or his/her designee may make additional rules and regulations for the use of the Sedro-Woolley Senior Center Building, and incorporate the same into the agreement to be signed by the user.

Section 2. A new section in Chapter 12.36 shall be created as follows:

One hundred percent (100%) of the revenue generated from the rental of the Sedro-Woolley Senior Center Building shall be deposited into the City's Facilities Maintenance Reserve Fund (Fund 303).

Section 3. This ordinance shall be effective five (5) days after passage and publication as provided by law.

Section 4. 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 _____, 2011, and signed in authentication of its passage this ____ day of _____, 2011.

Mike Anderson, Mayor

Attest:

Patsy Nelson, Finance Director

Approved as to form:

Eron Berg, City Attorney

First Reading by City Council: February 23, 2011
Second Reading by City Council:
Approval by City Council:
Published:

COMMITTEE
REPORTS
AND
REPORTS
FROM
OFFICERS