

Next Ord: 1760-12
Next Res: 873-12

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

December 12, 2012

7:00 PM

Sedro-Woolley Municipal Building

Council Chambers

325 Metcalf Street

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Consent Calendar1 - 191

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. Approval of Agenda
- b. Minutes from Previous Meeting (Including December 5, 2012 Work Session)
- c. Finance
 - Claim Checks #75692 to #75788 in the amount of \$179,365.06
 - Payroll Checks #54479 to #54584 in the amount of \$280,387.65
- d. 2013 City Calendar
- e. Professional Services Agreement No. 2012-PS-01 through 10 and 2012-PS-12 through 14 for Miscellaneous On-Call Professional Services
- f. TIB Fuel Tax Grant Distribution Agreement No. 3-W-126(002)-1
Third Street, Sterling to State Overlay Project
- g. TIB Fuel Tax Grant Distribution Agreement No. P-W-126(P02)-1
Third Street, State Street to Alley s/o Talcott Street Sidewalk Project
- h. TIB Fuel Tax Grant Distribution Agreement No. 8-2-126(009)-1
SR20; Cook Rd; Edward R. Murrow Street MP 64.81 to MP 65.16; Murrow Street to SR20 to Cook Road
- i. National Hose Testing Specialties, Inc. Agreement for 2013
- j. Possible Contract Award - Mechanical Street Sweeper - Ben-Ko-Matic, dba Owen Equipment

- 4. Public Comment (Limited to 3-5 minutes)193

UNFINISHED BUSINESS

- 5. Tourism Promotion Area Presentation by EDASC
- 6. Zoning Rules for Medical Cannabis Collective Gardens Ordinance (4th reading).....195 - 202
- 7. Alternate payment schedule for impact fees and general facility charges for single family houses constructed for resale (spec homes) (2nd reading).....203 - 209
- 8. 2013 Budget (3rd reading).....211 - 227

NEW BUSINESS

9. 2012 Budget Amendment #4 (*action requested*).....229 - 232
10. 2013 Salary Ordinance (*action requested*).....233 - 237
11. Revisions to Arts Commission Ordinance (*action requested*).....239 - 243

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

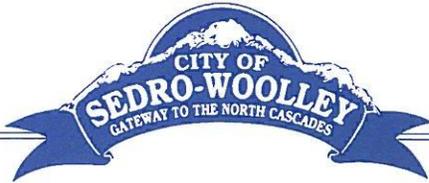
EXECUTIVE SESSION

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

CITY COUNCIL AGENDA
REGULAR MEETING

DEC 12 2012

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



DATE: December 12, 2012
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 December 12, 2012 Regular Meeting to Order. The Finance Director will note those in attendance and those absent.

___	Ward 1	Councilmember Kevin Loy
___	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.

DEC 12 2012

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

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
November 28, 2012 – 7:00 P.M. –City Hall Council Chambers

ROLL CALL: Present: Mayor Mike Anderson; Councilmembers: Kevin Loy, Tony Splane, Tom Storrs, Keith Wagoner (Late), Hugh Galbraith, Rick Lemley and Brett Sandström. Staff: Recorder Brue, Finance Director Nelson, City Supervisor/Attorney Berg, Public Works Director Freiberger, Planning Director Coleman, Fire Chief Klingler and Police Chief Wood.

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

Pledge of Allegiance

Consent Calendar

- Approval of Agenda
- Minutes from Previous Meeting (Including November 7, 2012 Worksession)
- Finance
 - Claim Checks #75610 to #75691 in the amount of \$458,940.57.
 - Payroll Checks #54373 to #54478 in the amount of \$187,938.63.
- Possible contract Amendment 01 – contract 2012-PS-05 – SCADA & Controls Engineering Inc.
- Ordinance 1758-12 – Correction of Legal Description in 2008 Annexation Ordinance No. 1604-08
- Approval of Contract for Prosecutor Services for 2013
- Ratification of Revisions to the Public Defense Agreement for 2013

Councilmember Storrs moved to approve the consent calendar A through G. Seconded by Councilmember Splane. Motion carried (6-0).

Public Comment

No comment received.

PUBLIC HEARING

2013 Budget

City Supervisor/Attorney Berg introduced the 2013 Budget for a public hearing.

Finance Director Nelson reviewed some of the handouts and noted that no changes have been made, but changes will be forthcoming to include the funds from Prop 1. Nelson

entertained questions from the Council to include the amount of funding anticipated to be generated from Prop 1. It was noted that sales of vehicles are not covered for 36 months.

Mayor Anderson opened the public hearing at 7:07 P.M.

No comment received.

Mayor Anderson closed the public hearing at 7:07:30

UNFINISHED BUSINESS

Zoning Rules for Medical Cannabis Collective Gardens Ordinance

Planning Director Coleman reviewed for a second read zoning rules for medical cannabis collective gardens. He noted the passage of Initiative 501 which changes how marijuana is perceived and regulated in the State but does not change the rules under Federal law. He also noted no changes have been made in the ordinance since the last Council meeting.

Councilmember Wagoner arrived at 7:09 P.M.

City Supervisor/Attorney Berg stated staff is looking for some direction since the passage of the Initiative. Berg noted that every precinct in Sedro Woolley voted for the passage of the initiative that allows for recreational use of marijuana and questioned if the results of the recent election on recreational marijuana impact the thinking of medical marijuana. Does Council want to allow a location in the city where medical marijuana can be situated.

Council discussion ensued regarding considerations going on in other cities, changes within the laws over the next year, possible zoning locations, future conversations to be forthcoming regarding retail sales for recreational use as well as processors and growers, written communication from Washington DC regarding medical marijuana, more discussion on zoning locations, additional setbacks, collective gardens in secure places and generated sales tax. The consensus of Council is to continue to discuss the topic further at the December 5th worksession.

Property Tax Levy Ordinances

Finance Director Nelson reviewed two proposed ordinances. One completed for a 0% increase and the other for a 1% increase. She addressed the Council's question regarding banking for future capacity and requested action in order to meet the November 30th deadline.

Councilmember Storrs moved to approve Ordinance No. 1759-12 An Ordinance of the City of Sedro Woolley Approving the Property Tax Levy at an Increase of 1%.

Councilmember Storrs expressed his opinion stating that the Council has a fiduciary responsibility with the City. It doesn't matter how we personally feel or what party platform we follow, we have a need to ensure the money is present. An increase will give the city a head start on next year's budget instead of cutting people.

The motion died for a lack of a second.

Councilmember Galbraith moved to approve Ordinance No. 1759-12 An Ordinance of the City of Sedro Woolley Approving the Property Tax Levy at an Increase of 0%. Seconded by Councilmember Splane. Motion carried (7-0).

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Police Chief Wood – reported the Police Department is working on the Spillman mobile system installation and training. He noted it will be an interesting addition. He also reported on the lateral police officer testing.

Fire Chief Klinger – reported they finished up their volunteer academy with 2 new volunteers. He also reported on the loss of two members to the Eastern Washington area.

Planning Director Coleman – stated there has been some recent interest in development of lots in the Sauk Mountain Estates area. The developer is interested in utilizing the deferred impact fee ordinance passed by the City Council in 2010. The ordinance lapsed in 2011 due to lack of use and feedback. The developer has stated the ordinance would be beneficial to his project, so the Planning Department will be bringing it back to Council for reconsideration at the next meeting.

Discussion ensued regarding the two read rule with the decision to add the topic to the worksession agenda. Further discussion on the scope of the project and difficulty in financing spec homes was held.

Public Works Director Freiburger – reported the City has been awarded 4.153 million in grant funding for various projects. Some of the projects will be designed in-house. He also reported on the completion of the Metcalf Paving project.

City Supervisor/Attorney Berg – announced City Hall will be closing Friday at 2 P.M. to allow staff members to attend the memorial services for former employee Eric Potash. He also reported on the upcoming meeting on the Northern State destination resort proposal at the County Commissioners Hearing Room on December 13th. Public testimony will be accepted at this meeting. Berg encouraged Councilmembers to attend.

Councilmember Loy – stated he recently purchased an I-Pad and was pleasantly surprised to learn that the Sedro Woolley Library had books available for the I-Pads.

Councilmember Lemley – announced the upcoming Tree Lighting and Christmas Parade on Saturday, December 1st. Council will ride in the parade and are to meet at Lemley Chapel at 4:45 P.M.

Councilmember Sandström – announced the Holiday Home Tour to be held on December 8th. Proceeds benefit the Sedro Woolley Museum.

Troy Erwin – 124 N. Reed, addressed the Council regarding the nice “Merry Christmas” sign at the entrance to town. He also spoke of difficult financial times for people but stated the Council is wrong in taking the 0% tax increase.

EXECUTIVE SESSION

The meeting adjourned to Executive Session at 7:41 P.M. for approximately 20 minutes under RCW 42.30.110(1)(g) performance of a public employee.

The meeting reconvened at 8:05 P.M.

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

The meeting adjourned at 8:05 P.M.

DEC 12 2012

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

CITY OF SEDRO-WOOLLEY

Council Worksession

December 5, 2012 – 7:00 P.M. – Public Safety Training Room

The worksession was called to order at 7:00 P.M. by Mayor Mike Anderson.

Flag Salute

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Kevin Loy, Tony Splane, Tom Storrs, Hugh Galbraith, Rick Lemley and Brett Sandström. Staff: City Supervisor/Attorney Berg and Planning Director Coleman

Zoning Rules for Medical Cannabis Collective Gardens Ordinance

- Planning Director Coleman reviewed the proposed Zoning Rules for Medical Cannabis Collective Gardens Ordinance. Council discussed the topic in detail including questions of where, impacts, I-502, setbacks from schools as well as other incidentals.

Councilmember Loy moved to change Paragraph 8 to 500 feet from any school for the next draft. Seconded by Councilmember Sandström. Motion carried (5-2, Councilmember's Splane and Storrs opposed).

Deferred Impact Fee Ordinance

- City Supervisor/Attorney Berg introduced the proposed Deferred Impact Fee Ordinance by summarizing the proposed policy. A discussion followed with some detail including questions about how the deferral would work and who would benefit. A conversation regarding sewer connections followed.

Miscellaneous

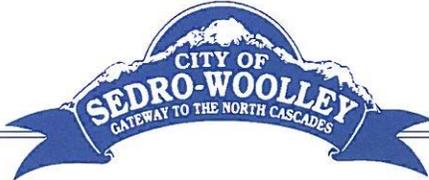
- Mayor Anderson brought up a question regarding the Council meeting time with some discussion. The Council consensus was they like the current time of 7:00 P.M.

Councilmember Storrs moved to adjourn. Seconded by Councilmember Lemley. Motion carried (6-0).

The worksession adjourned at 8:10 P.M.

DEC 12 2012

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



DATE: December 12, 2012
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 December 12, 2012.

Motion to approve Claim Checks #75692 to #75788 in the amount of \$179,365.06.

Motion to approve Payroll Checks #54479 to #54584 in the amount of \$280,387.65.

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
 12/12/2012 (Printed 12/06/2012 15:05)

PAGE 1

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
75692	A-1 MOBILE LOCK & KEY	REPAIR/MAINT-CITY HALL	PK	119.02
		WARRANT TOTAL		119.02
75693	ACE INDUSTRIAL SUPPLY, INC.	MAINTENANCE OF LINES	SWR	193.68
		WARRANT TOTAL		193.68
75694	ALL-PHASE ELECTRIC	OPERATING SUPPLIES	ST	64.66
		REPAIR/MAINT-STREETS	ST	75.79
		MAINT OF GENERAL EQUIP	SWR	35.25
		WARRANT TOTAL		175.70
75695	ARAMARK UNIFORM SERVICES	MISC-LAUNDRY	ST	2.49
		LAUNDRY	SWR	10.82
		LAUNDRY	SWR	8.33
		LAUNDRY	SWR	10.82
		WARRANT TOTAL		32.46
75696	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS	47.04
		AUTO FUEL	PD	51.63
		AUTO FUEL	PD	1,318.99
		AUTO FUEL/DIESEL	PD	716.11
		AUTO FUEL/DIESEL	PK	67.49
		AUTO FUEL/DIESEL	CEM	96.60
		AUTO FUEL/DIESEL	ST	335.60
		AUTO FUEL/DIESEL	SWR	141.71
		AUTO FUEL/DIESEL	SAN	2,176.88
		AUTO FUEL/DIESEL	SAN	76.78
		WARRANT TOTAL		5,028.83
75697	AT & T	TELEPHONE	JUD	.50
		TELEPHONE	EXE	.99
		TELEPHONE	FIN	8.92
		TELEPHONE	LGL	11.89
		TELEPHONE	PLN	7.92
		TELEPHONE	ENG	9.91
		TELEPHONE	PD	43.61
		TELEPHONE	FD	6.94
		TELEPHONE	LIB	.50
		TELEPHONE	SWR	4.95
		TELEPHONE	SAN	2.97
		WARRANT TOTAL		99.10
75698	BAY CITY SUPPLY	OPERATING SUP - HAMMER SQ	PK	135.99
		OPERATING SUPPLIES	SWR	302.80
		WARRANT TOTAL		438.79
75699	BETTER HOMES & GARDENS	BOOKS, PERIOD, RECORDS	LIB	36.69
		WARRANT TOTAL		36.69
75700	BIRCH EQUIPMENT CO INC	EQUIPMENT RENTAL	PK	151.22
		WARRANT TOTAL		151.22

CITY OF SEDRO-WOLLEY
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
75701	BLUMENTHAL UNIFORM & EQUIP	UNIFORMS/ACCESSORIES	PD	58.96
		WARRANT TOTAL		58.96
75702	BOUWENS, JENNIFER A.	PROFESSIONAL SERVICES	LGL	451.26
		WARRANT TOTAL		451.26
75703	BRIM TRACTOR COMPANY INC	REPAIRS/MAINT-EQUIP	SAN	268.74
		WARRANT TOTAL		268.74
75704	CDW GOVERNMENT, INC.	MACHINERY & EQUIPMENT	PD	4,323.92
		MACHINERY & EQUIPMENT	PD	3,884.68
		WARRANT TOTAL		8,208.60
75705	CASCADE NATURAL GAS CORP.	UTILITIES-COMMUNITY CTR	PK	79.84
		UTILITIES-SENIOR CENTER	PK	187.20
		UTILITIES-HAMMER SQUARE	PK	64.28
		UTILITIES - SHOP	PK	50.44
		PUBLIC UTILITIES	ST	21.62
		PUBLIC UTILITIES	LIB	152.19
		PUBLIC UTILITIES	SWR	51.05
		PUBLIC UTILITIES	SAN	294.55
		WARRANT TOTAL		901.17
75706	COASTAL WEAR PRODUCTS	REPAIRS/MAINT-EQUIP	SAN	683.92
		WARRANT TOTAL		683.92
75707	COLLINS OFFICE SUPPLY, INC	OFFICE/OPERATING SUPPLIES	PD	18.37
		WARRANT TOTAL		18.37
75708	COMCAST	INTERNET SERVICES	IT	126.90
		WARRANT TOTAL		126.90
75709	CONCRETE NOR'WEST, INC.	REPAIR/MAINT-STREETS	ST	889.31
		REPAIR/MAINT-STREETS	ST	172.24
		WARRANT TOTAL		1,061.55
75710	CONSUMER REPORTS	BOOKS, PERIOD, RECORDS	LIB	49.00
		WARRANT TOTAL		49.00
75711	COUNTRY LIVING	BOOKS, PERIOD, RECORDS	LIB	32.26
		WARRANT TOTAL		32.26
75712	HSBC BUSINESS SOLUTIONS	EMPLOYEE WELLNESS	EXE	33.76
		SMALL TOOLS/MINOR EQUIP	IT	97.37
		OFFICE/OPERATING SUPPLIES	PD	90.51
		OPERATING SUPPLIES	FD	227.46
		OPERATING SUPPLIES	SWR	43.26
		****PORTABLE EQUIPMENT		640.51
		WARRANT TOTAL		1,132.87
75713	DATA BASE RECORDS DESTRUCTION LLC	SUPPLIES	JUD	22.39
		SUPPLIES	FIN	22.39

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 12/12/2012 (Printed 12/06/2012 15:05)

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		SUPPLIES/BOOKS PLN	6.51
		SUPPLIES ENG	6.51
		OFFICE/OPERATING SUPPLIES PD	44.78
		OFF/OPER SUPPS & BOOKS INSP	6.50
		WARRANT TOTAL	109.08
75714	DAVID EVANS & ASSOC INC	ENG-SR20/COOK REALIGNMENT ART	52,923.36
		WARRANT TOTAL	52,923.36
75715	E & E LUMBER	OPERATING SUP - SENIOR CTR PK	38.39
		OPERATING SUP - SENIOR CTR PK	16.22
		OPERATING SUP - CITY HALL PK	243.29
		OPERATING SUP - MEMORIAL PARK	113.95
		OPERATING SUP - HAMMER SQ PK	52.28
		REPAIR/MAINT-LIBRARY PK	100.07
		REPAIR/MAINT-LIBRARY PK	23.30
		REPAIR/MAINT-LIBRARY PK	31.53
		REPAIR/MAINT-LIBRARY PK	9.47
		REPAIR/MAINT-CITY HALL PK	20.27
		SMALL TOOLS/MINOR EQUIP ST	43.55
		OPERATING SUPPLIES SWR	15.14
		OPERATING SUPPLIES SWR	76.26
		WARRANT TOTAL	783.72
75716	EDGE ANALYTICAL, INC.	PROFESSIONAL SERVICES SWR	1,390.00
		PROFESSIONAL SERVICES SWR	35.00
		PROFESSIONAL SERVICES SWR	25.00
		PROFESSIONAL SERVICES SWR	35.00
		WARRANT TOTAL	1,485.00
75717	ENTERPRISE OFFICE SYSTEMS	SUPPLIES JUD	52.56
		SUPPLIES EXE	14.49
		SUPPLIES EXE	14.49
		SUPPLIES EXE	37.52
		SUPPLIES FIN	75.73
		SUPPLIES FIN	67.26
		OFFICE/OPERATING SUPPLIES PD	56.87
		WARRANT TOTAL	289.94
75718	EMPLOYMENT SECURITY DEPT	SPECIAL INVESTIGATIONS PD	15.00
		WARRANT TOTAL	15.00
75719	FIRE.COM	REPAIRS/MAINT-EQUIP FD	173.12
		WARRANT TOTAL	173.12
75720	FAMILY FUN	BOOKS, PERIOD, RECORDS LIB	14.95
		WARRANT TOTAL	14.95
75721	FRONTIER	TELEPHONE PD	55.63
		TELEPHONE PD	47.04
		PUBLIC UTILITIES-CITY HALL PK	59.33
		PUBLIC UTILITIES-CITY HALL PK	111.25

CITY OF SEDRO-WOOLLEY
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		TELEPHONE	CEM	67.03
		TELEPHONE	LIB	114.47
		TELEPHONE	SWR	217.60
		TELEPHONE	SAN	87.13
		WARRANT TOTAL		759.48
75722	GREAT AMERICA LEASING COR	REPAIR/MAINTENANCE-EQUIP	LIB	139.63
		WARRANT TOTAL		139.63
75723	GUTIERREZ, JIM	FEES-CDL ENDORCEMENT	ST	85.00
		WARRANT TOTAL		85.00
75724	HARRIS, JASON	SUPPLIES		37.25
		WARRANT TOTAL		37.25
75725	HD SUPPLY WATERWORKS LTD	SMALL TOOLS & MINOR EQUIP	FD	177.27
		SMALL TOOLS & MINOR EQUIP	FD	242.79
		WARRANT TOTAL		420.06
75726	HONEY BUCKET	UTILITIES-PORTABLE TOILETS	PK	75.00
		WARRANT TOTAL		75.00
75727	INGRAM LIBRARY SERVICES	BOOKS, PERIOD, RECORDS	LIB	132.10
		WARRANT TOTAL		132.10
75728	KCDA PURCHASING COOPERATIVE	SUPPLIES	FIN	190.07
		WARRANT TOTAL		190.07
75729	KROESEN'S INC.	UNIFORMS	FD	9.14
		WARRANT TOTAL		9.14
75730	LANGUAGE EXCH. INC. (THE)	LANGUAGE INTERPRETER	JUD	232.00
		WARRANT TOTAL		232.00
75731	LITHTEX NW	SUPPLIES	JUD	79.53
		SUPPLIES	JUD	134.71
		WARRANT TOTAL		214.24
75732	MATERIALS TEST &	CONSTRUCITON-METCALF OVERLAY A		2,255.00
		****IMPROVEMENT-METCALF LINE		250.00
		WARRANT TOTAL		2,505.00
75733	MARTIN MARIETTA MATERIALS	REPAIR/MAINT-STREETS	ST	674.02
		REPAIR/MAINT-STREETS	ST	305.56
		REPAIR/MAINT-STREETS	ST	474.63
		WARRANT TOTAL		1,454.21
75734	MUNICIPAL EMERGENCY SERVICES, INC.	REPAIRS/MAINT-EQUIP	FD	183.76
		WARRANT TOTAL		183.76
75735	MIKE HAWKINGS TRUCKING, LLC	PROFESSIONAL SERVICES	SAN	280.00
		WARRANT TOTAL		280.00

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 12/12/2012 (Printed 12/06/2012 15:05)

PAGE 5

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
75736	MOTOR TRUCKS, INC.	REPAIRS/MAINT-EQUIP	SAN	199.71
		WARRANT TOTAL		199.71
75737	NELSON PETROLEUM	AUTO FUEL/DIESEL	FD	1,000.65
		WARRANT TOTAL		1,000.65
75738	NESHEIM, TERESA	EMPLOYEE WELLNESS	FIN	60.00
		WARRANT TOTAL		60.00
75739	NORTH CASCADE FORD	REPAIR & MAINT - AUTO	PD	1,957.72
		WARRANT TOTAL		1,957.72
75740	NORTHWEST FENCE	REPAIRS/MT-RIVERFRONT	PK	442.50
		REPAIR/MAINT-STREETS	ST	241.50
		CAP OUTLAY-GRANT FOR HHS	PKR	429.00
		****MT VIEW PS INS REPLACE		649.00
		OTHER IMPROVEMENTS	SAN	2,291.50
		WARRANT TOTAL		4,053.50
75741	NORTHWEST TINMAN	REPAIR & MAINT - AUTO	PD	300.00
		PROFESSIONAL SERVICES	SWR	555.15
		WARRANT TOTAL		855.15
75742	OFFICE DEPOT	SUPPLIES/BOOKS	PLN	30.12
		SUPPLIES	ENG	19.40
		SUPPLIES	ENG	37.43
		OFFICE SUPPLIES	FD	19.04
		OFF/OPER SUPPS & BOOKS	INSP	19.40
		OPERATING SUPPLIES	ST	10.73
		WARRANT TOTAL		136.12
75743	OLIVER-HAMMER CLOTHES	OPERATING SUPPLIES	ST	142.82
		OPERATING SUPPLIES	SAN	183.92
		WARRANT TOTAL		326.74
75744	OSBORNE, ROBERT	PROFESSIONAL SERVICES	INSP	250.00
		WARRANT TOTAL		250.00
75745	PACIFIC POWER BATTERIES	OPERATING SUPPLIES	SWR	33.00-
		OPERATING SUPPLIES	SWR	63.73
		WARRANT TOTAL		30.73
75746	PETTY CASH-DEBRA PETERSON	PROFESSIONAL SERVICES	LIB	12.00
		SUMMER READ PROGRAM	LIB	12.36
		BOOKS, PERIOD, RECORDS	LIB	39.47
		WARRANT TOTAL		63.83
75747	PUBLIC UTILITY DIS. NO.1	PUBLIC UTILITIES	PD	18.10
		UTILITIES-RIVERFRONT	PK	155.02
		UTILITIES-TRAIN	PK	18.10
		UTILITIES-HAMMER SQUARE	PK	86.72
		UTILITIES-BINGHAM & MEMORIAL P		33.34

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		UTILITIES - OTHER PK	105.56
		PUBLIC UTILITIES-CITY HALL PK	180.29
		PUBLIC UTILITIES CEM	77.76
		PUBLIC UTILITIES ST	36.48
		PUBLIC UTILITIES LIB	68.34
		PUBLIC UTILITIES SWR	265.84
		PUBLIC UTILITIES SAN	39.62
		WARRANT TOTAL	1,085.17
75748	PUGET SOUND ENERGY	PUBLIC UTILITIES PD	23.87
		PUBLIC UTILITIES FD	106.75
		UTILITIES-RIVERFRONT PK	511.73
		UTILITIES-COMMUNITY CTR PK	316.80
		UTILITIES-SENIOR CENTER PK	421.35
		UTILITIES-TRAIN PK	37.50
		UTILITIES-HAMMER SQUARE PK	236.23
		UTILITIES-BINGHAM & MEMORIAL P	71.77
		UTILITIES - SHOP PK	57.85
		UTILITIES - SHOP PK	21.50
		UTILITIES - OTHER PK	10.26
		PUBLIC UTILITIES-CITY HALL PK	2,252.44
		PUBLIC UTILITIES CEM	62.52
		PUBLIC UTILITIES ST	9.22
		PUBLIC UTILITIES ST	89.52
		PUBLIC UTILITIES ST	129.14
		PUBLIC UTILITIES ST	274.62
		PUBLIC UTILITIES LIB	246.20
		ADVERTISING HOT	39.90
		PUBLIC UTILITIES SWR	9,683.29
		PUBLIC UTILITIES SAN	150.11
		****PUBLIC UTILITIES S	123.89
		WARRANT TOTAL	14,876.46
75749	QUICK LANE TIRE & AUTO CENTER	REPAIR & MAINT - AUTO PD	455.25
		REPAIR & MAINT - AUTO PD	354.19
		REPAIR & MAINT - AUTO PD	67.24
		WARRANT TOTAL	876.68
75750	REMINISCE	BOOKS, PERIOD, RECORDS LIB	29.98
		WARRANT TOTAL	29.98
75751	RENE'S WORLD	SUPPLIES LGS	12.99
		SUPPLIES/BOOKS PLN	12.98
		WARRANT TOTAL	25.97
75752	RICOH USA, INC.	REPAIRS & MAINTENANCE PD	38.41
		REPAIRS & MAINTENANCE PD	75.74
		EQUIPMENT LEASE FD	75.74
		REPAIRS/MAINT-EQUIP FD	38.40
		WARRANT TOTAL	228.29
75753	SANDERSON SAFETY SUPPLY	OPERATING SUPPLIES FD	101.10

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 12/12/2012 (Printed 12/06/2012 15:05)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OPERATING SUPPLIES	FD	57.62
		SAFETY EQUIPMENT	SWR	187.73
		WARRANT TOTAL		346.45
75754	SEDRO-WOOLLEY AUTO PARTS	OPERATING SUPPLIES	FD	34.44
		SMALL TOOLS & MINOR EQUIP	FD	51.93
		REPAIRS/MAINT-EQUIP	FD	451.72
		REPAIRS/MAINT-EQUIP	FD	8.48
		OPERATING SUPPLIES	CEM	26.37
		REPAIR/MAINT-EQUIP & BLDG	CEM	105.19
		REPAIR/MAINT-EQUIP & BLDG	CEM	86.02
		REPAIR/MAINT-EQUIP & BLDG	CEM	11.99
		OPERATING SUPPLIES	ST	19.74
		MAINTENANCE OF VEHICLES	SWR	62.65
		MAINTENANCE OF VEHICLES	SWR	51.71
		MAINTENANCE OF VEHICLES	SWR	11.21
		OPERATING SUPPLIES	SWR	68.17
		WARRANT TOTAL		989.62
75755	SEDRO-WOOLLEY FAMILY	FEES-CDL ENDORCEMENT	ST	136.00
		WARRANT TOTAL		136.00
75756	SEDRO-WOOLLEY ROTARY CLUB	S-W ROTARY CONCERT SERIES	HOT	3,000.00
		WARRANT TOTAL		3,000.00
75757	SEDRO-WOOLLEY VOLUNTEER	SALARIES-VOLUNTEERS	FD	9,377.50
		WARRANT TOTAL		9,377.50
75758	SEVEN SISTERS, INC.	REPAIRS/MAINT-EQUIP	FD	102.90
		REPAIRS/MAINT-EQUIP	FD	6.19
		MAINTENANCE CONTRACTS	SWR	495.44
		MAINTENANCE CONTRACTS	SWR	154.35
		MAINTENANCE CONTRACTS	SWR	38.09
		****REPAIRS/MAINTENANCE		61.93
		****REPAIRS/MAINTENANCE		3.33
		WARRANT TOTAL		862.23
75759	SJOSTROM LAW OFFICE	MISC-FILING FEES/LIEN EXP	SWR	1,646.45
		MISC-FILING FEES/LIEN EXP	SAN	785.23
		****OPERATING SUPPLIES		101.32
		WARRANT TOTAL		2,533.00
75760	SKAGIT CO HEALTH DEPT	PROFESSIONAL SERVICES	PD	100.00
		WARRANT TOTAL		100.00
75761	SKAGIT COUNTY MEDIC ONE	SUPPLIES & BOOKS	FD	30.15
		WARRANT TOTAL		30.15
75762	SKAGIT COUNTY SHERIFF	PRISONERS	PD	4,765.45
		WARRANT TOTAL		4,765.45
75763	SKAGIT COUNTY TREASURER	CRIME VCTM & WITNSS PROG	LGL	100.97

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 12/12/2012 (Printed 12/06/2012 15:05)

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	100.97
75764	SKAGIT FARMERS SUPPLY	OPERATING SUPPLIES-PROPANE ST	12.01
		WARRANT TOTAL	12.01
75765	SKAGIT READY MIX, INC.	REPAIRS/MAINT-BUILDING SAN	545.33
		WARRANT TOTAL	545.33
75766	SKAGIT RADIOLOGY INC.	PRISONERS PD	88.55
		WARRANT TOTAL	88.55
75767	SKAGIT VALLEY HOSPITAL	PRISONERS PD	1,697.30
		WARRANT TOTAL	1,697.30
75768	SK. VALLEY BARK & TOPSOIL, INC.	OPERATING SUP - MEMORIAL PARK	54.10
		OPERATING SUP - MEMORIAL PARK	54.10
		WARRANT TOTAL	108.20
75769	SKAGIT PUBLISHING	LEGAL PUBLICATIONS LGS	80.00
		LEGAL PUBLICATIONS LGS	50.00
		LEGAL PUBLICATIONS LGS	50.00
		LEGAL PUBLICATIONS LGS	50.00
		LEGAL PUBLICATIONS LGS	50.00
		LEGAL PUBLICATIONS LGS	60.00
		LEGAL PUBLICATIONS LGS	45.00
		WARRANT TOTAL	385.00
75770	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES SWR	340.42
		WARRANT TOTAL	340.42
75771	SWISSPHONE LLC	REPAIRS/MAINT-EQUIP FD	60.90
		WARRANT TOTAL	60.90
75772	TARGHEE FIRE SVC. LLC	SMALL TOOLS & MINOR EQUIP FD	70.87
		WARRANT TOTAL	70.87
75773	TRUE VALUE	OFFICE/OPERATING SUPPLIES PD	11.12
		OFFICE/OPERATING SUPPLIES PD	5.39
		OFFICE/OPERATING SUPPLIES PD	3.22
		OFFICE/OPERATING SUPPLIES PD	19.44
		OFFICE/OPERATING SUPPLIES PD	6.48
		OPERATING SUPPLIES FD	11.89
		OPERATING SUPPLIES FD	6.41
		OPERATING SUPPLIES FD	14.68
		OPERATING SUPPLIES FD	3.21
		OPERATING SUPPLIES FD	4.64
		OPERATING SUPPLIES SWR	7.96
		OPERATING SUPPLIES SWR	59.99
		OPERATING SUPPLIES SAN	18.13
		OPERATING SUPPLIES SAN	7.56
		WARRANT TOTAL	180.12

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 12/12/2012 (Printed 12/06/2012 15:05)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
75774	USA BLUE BOOK	MAINT OF GENERAL EQUIP	SWR	328.14
		WARRANT TOTAL		328.14
75775	VALLEY AUTO SUPPLY	OPERATING SUPPLIES	SWR	47.81
		WARRANT TOTAL		47.81
75776	VERIZON WIRELESS	TELEPHONE	EXE	55.48
		TELEPHONE	FIN	55.48
		TELEPHONE	LGL	56.05
		TELEPHONE	IT	55.48
		NEXTEL CELL PHONES		166.44
		TELEPHONE	PD	169.65
		TELEPHONE	PD	440.11
		TELEPHONE	PD	358.05
		TELEPHONE	FD	400.24
		TELEPHONE	FD	71.05
		TELEPHONE	PK	118.35
		TELEPHONE	CEM	24.92
		TELEPHONE	ST	64.05
		NEXTEL CELL PHONES		226.11
		NEXTEL CELL PHONES	SAN	157.26
		WARRANT TOTAL		2,418.72
75777	WA STATE DEPT OF ECOLOGY	MISC-DUES/SUBSCRIPTIONS	SWR	30.00
		WARRANT TOTAL		30.00
75778	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS	PD	129.00
		WARRANT TOTAL		129.00
75779	WA STATE DEPT OF REVENUE	PROFESSIONAL SERVICES	FIN	96.72
		WARRANT TOTAL		96.72
75780	WA ST DEPT OF TRANS	ENG-SR20/COOK REALIGNMENT	ART	404.82
		WARRANT TOTAL		404.82
75781	WA ST DEPT OF AGRICULTURE	MISC-TUITION/REGISTRATION	CEM	33.00
		MISC-TUITION/REGISTRATION	ST	33.00
		MISC-TUITION/REGISTRATION	ST	33.00
		MISC-TUITION/REGISTRATION	ST	33.00
		MISC-DUES/SUBSCRIPTIONS	SWR	33.00
		MISC-DUES/SUBSCRIPTIONS	SWR	33.00
		WARRANT TOTAL		198.00
75782	WA ST OFF OF TREASURER	STATE REMITTANCES-COURT		5,910.63
		WARRANT TOTAL		5,910.63
75783	WAPATO POLICE DEPARTMENT	PRISONERS	PD	6,550.00
		WARRANT TOTAL		6,550.00
75784	WASTE MANAGEMENT OF SKGT	RECYCLING FEE - HOUSEHOLD	SAN	10,235.28
		WARRANT TOTAL		10,235.28

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
75785	WESTERN ELECTRICAL SERVICES, INC.	MAINTENANCE CONTRACTS	SWR	18,366.95
		WARRANT TOTAL		18,366.95
75786	WOOD'S LOGGING SUPPLY INC	POSTAGE	FD	10.90
		OPERATING SUPPLIES	CEM	13.80
		REPAIR/MAINT-STREETS	ST	474.64
		MAINTENANCE OF LINES	SWR	13.52
		OPERATING SUPPLIES	SWR	45.44
		SAFETY EQUIPMENT	SWR	103.86
		WARRANT TOTAL		662.16
75787	DUNNING, BRIAN	CEMETERY FEES		350.00
		CEMETERY FEES		50.00
		WARRANT TOTAL		400.00
75788	FORD, KEITH	TRAVEL/MEALS	FD	19.86
		WARRANT TOTAL		19.86
		RUN TOTAL		179,365.06

CITY OF SEDRO-WOLLEY
SORTED TRANSACTION WARRANT REGISTER
12/12/2012 (Printed 12/06/2012 15:05)

PAGE 11

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	50,572.83
101	PARK FUND	6,935.34
102	CEMETERY FUND	955.20
103	STREET FUND	4,883.94
104	ARTERIAL STREET FUND	55,583.18
105	LIBRARY FUND	1,080.14
106	CEMETERY ENDOWMENT FUND	50.00
107	PARKS RESERVE FUND	429.00
108	STADIUM FUND	3,039.90
109	SPECIAL INVESTIGATION FUND	37.25
401	SEWER FUND	37,023.19
412	SOLID WASTE FUND	18,484.62
425	STORMWATER	290.47
TOTAL		179,365.06

DEPARTMENT	AMOUNT
001 000 000	5,910.63
001 000 011	397.99
001 000 012	521.69
001 000 013	127.75
001 000 014	576.57
001 000 015	620.17
001 000 017	279.75
001 000 018	47.04
001 000 019	57.53
001 000 020	239.69
001 000 021	27,644.27
001 000 022	13,873.85
001 000 024	275.90
FUND CURRENT EXPENSE FUND	50,572.83
101 000 076	6,935.34
FUND PARK FUND	6,935.34
102 000 000	350.00
102 000 036	605.20
FUND CEMETERY FUND	955.20
103 000 042	4,883.94
FUND STREET FUND	4,883.94
104 000 042	55,583.18
FUND ARTERIAL STREET FUND	55,583.18
105 000 072	1,080.14
FUND LIBRARY FUND	1,080.14
106 000 000	50.00
FUND CEMETERY ENDOWMENT FUND	50.00
107 000 076	429.00
FUND PARKS RESERVE FUND	429.00
108 000 019	3,039.90
FUND STADIUM FUND	3,039.90
109 000 021	37.25
FUND SPECIAL INVESTIGATION FUND	37.25
401 000 035	37,023.19
FUND SEWER FUND	37,023.19
412 000 037	18,484.62
FUND SOLID WASTE FUND	18,484.62
425 000 039	290.47
FUND STORMWATER	290.47

DEC 12 2012

2013 City Council, Planning Commission & Parks Advisory Board Meeting Dates
All Meetings are open to the public

MEMBERS
AGENDA NO. 32

Time & Location:

City Council meetings – 7:00 P.M., Council Chambers, 325 Metcalf Street

Planning Commission meetings – 6:30 P.M., Council Chambers, 325 Metcalf Street

City Council worksessions – 7:00 P.M., Public Safety Training Room, 325 Metcalf Street

Parks Advisory Board meetings – 6:00 P.M., Council Chambers, 325 Metcalf Street

January 9 – Council meeting

January 15 – Planning Commission meeting

January 23 – Council meeting

July 10 – Council meeting

July 16 – Planning Commission meeting

July 24 – Council meeting

February 4 – Parks Advisory Board

February 6 – Joint Council & PC worksession

February 13 – Council meeting

February 19 – Planning Commission meeting

February 27 – Council meeting

August 5 – Parks Advisory Board

August 14 – Council meeting

August 20 – Planning Commission meeting

August 28 – Council meeting

March 6 – Council worksession

March 13 – Council meeting

March 19 – Planning Commission meeting

March 27 – Council meeting

September 4 – Joint Council & PC worksession

September 11 – Council meeting

September 17 – Planning Commission meeting

September 25 – Council meeting

April 1 – Parks Advisory Board

April 3 – Council worksession

April 10 – Council meeting

April 16 – Planning Commission meeting

April 24 – Council meeting

October 2 – Council worksession

October 7 – Parks Advisory Board

October 9 – Council Meeting

October 15 – Planning Commission meeting

October 23 – Council Meeting

May 1 – Council worksession

May 8 – Council meeting

May 21 – Planning Commission meeting

May 22 – Council meeting

November 6 – Council Worksession

November 13 – Council meeting

November 19 – Planning Commission meeting

November 26 – Council meeting (TUESDAY)

June 3 – Parks Advisory Board

June 12 – Council meeting

June 18 – Planning Commission meeting

June 26 – Council meeting

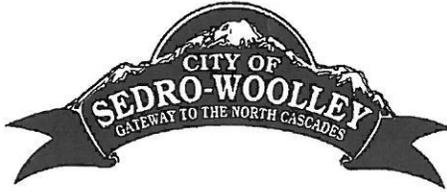
December 2 – Parks Advisory Board

December 4 – Council worksession

December 11 – Council meeting

December 17 – Planning Commission meeting

December 23 – Council meeting (Monday 4 PM)



CITY COUNCIL AGENDA
REGULAR MEETING

DEC 12 2012

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

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

Mark A. Freiberger, PE
Director of Public Works

MEMO TO: City Council and Mayor Mike Anderson
FROM: Mark A. Freiberger, PE
RE: **Professional Services Agreements No. 2012-PS-01 through 10 and 2012-PS-12 through 14 for Miscellaneous On-Call Professional Services**
DATE: December 5, 2012 (for Council action December 12, 2012)

ISSUE

Should Mayor Anderson execute the attached Professional Services Agreements No. 2013-PS-01 through 10, 2013-PS-12 through 14, and Task Order 2013-PS-09-TO-01 as noted below for miscellaneous on-call professional service agreements?

BACKGROUND/DISCUSSION

The city has utilized the services of various firms for on-call professional services for miscellaneous engineering and other professional services. The attached agreements represent our 2013 on-call services that are anticipated.

Following is a list of these agreements and proposed use:

- 2013-PS-01 – Widener & Associates Inc. – NTE \$25,000 – on-call environmental services
- 2013-PS-02 – Skagit Surveyors & Engineers – NTE \$25,000 – on-call engineering and surveying
- 2013-PS-03 – Lisser & Associates PLLC – NTE \$25,000 – on-call surveying
- 2013-PS-04 – Bright Rain Solutions – NTE \$10,000 – on-call GIS support
- 2013-PS-05 – SCADA & Controls Engineering Inc. – NTE \$30,000 – on-call WTF SCADA System
- 2013-PS-06 – GeoTest Services Inc. – NTE \$5,000 – on-call materials testing and inspections
- 2013-PS-07 – Materials Testing & Consulting Inc. – NTE \$5,000 -on-call materials testing and inspections
- 2013-PS-08 – Guardian Northwest Title & Escrow – NTE \$5,000 – on-call title and escrow
- 2013-PS-09 – Katy Isaksen Associates – NTE \$10,000 – sewer impact fee and rate analysis update
- 2013-PS-10 – David Evans and Associates – NTE \$25,000 – on-call engineering and grant writing
- 2013-PS-12 – LJF Document Imaging Services – NTE \$1,000 – document imaging services
- 2013-PS-13 – The Plant Man – NTE \$5,000 – Swedelius Tree Farm
- 2013-PS-14 – The Transpo Group Inc. – NTE \$10,000 – transportation impact fee methodology update

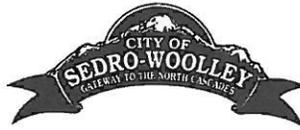
FINANCE

Individual Task Order will be issued for work items as needed. Budgets will be identified and approval sought through the normal process. Task order work will generally be from one of the following budget line items:

001.000.020.532.20.41.00 Professional Services – Engineering	\$ 8,000
104.000.042.595.64.00.05 Construction – Fruitdale/McGarigle Mitigation	\$ 7,500
401.000.035.535.80.41.00 Professional Services - Sewer Fund	\$42,750
425.000.039.539.80.41.00 Professional Services – Stormwater	\$ 6,000

MOTION:

Move to authorize Mayor Anderson to execute the attached Professional Services Agreements No. 2013-PS-01 through 10, 2013-PS-12 through 14, and Task Order 2013-PS-09-TO-01 as noted above for miscellaneous on-call professional service agreements.



PROFESSIONAL SERVICES AGREEMENT No. 2013-PS-01
(To be used for *consultant* services *excluding* engineers and architects)

This Agreement made and entered into this **13th** day of **December, 2012**, by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City" and **Widener & Associates Inc.** whose address is **10108 32nd Avenue W., Suite D, Everett, WA 98204-1302**, hereinafter referred to as the "Contractor".

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

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

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

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

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

1. Scope of Services.

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, as **environmental services as assigned by task order** as requested by the City of Sedro-Woolley.

2. Relationship of Parties.

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

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

3. Time of Performance.

The service of the Contractor is to commence

on or before _____

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

The service of the Contractor is to be completed

- not later than _____
 pursuant to the schedule set forth on Attachment C, Schedule of Work.

4. Standard of Care.

Contractor shall exercise the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed.

5. Delays and Extensions of Time.

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

6. Compensation and Schedule of Payments.

City shall pay the Contractor its hourly rates pursuant to the schedule set forth on **Exhibit B**. The Contractor shall be paid monthly on the basis of invoices for compensation earned by the Contractor during the billing period, as agreed by the parties. Payment shall be made within ten (10) days after approval of the voucher by the City council.

Cost not to exceed **\$25,000.00** without prior approval of the Director of Public Works/City Engineer.

7. Ownership of Records and Documents.

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

8. Termination.

The term of this agreement shall be from the date signed through **December 31, 2013**.

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

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

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

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

9. Evaluation and Compliance with the Law.

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

10. 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.

11. City Business and Occupation License.

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

12. Indemnification.

The 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.

The 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.

The 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.

The 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.

The 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.

13. Insurance.

The Contractor shall provide proof to the City that it **and its subcontractors** are insured under professional liability insurance policies covering the work within the scope of this agreement, in such form and amounts (**\$1 million minimum**) as are acceptable to the City.

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.

14. Employment Security.

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

15. Amendments.

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

16. Scope of Agreement.

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

17. Ratification.

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

18. Assignability.

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

19. Notices.

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

20. Choice of Law/Venue.

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

21. 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.

22. Non-exclusive Agreement.

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

23. MRSC Roster Registration.

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

24. Washington State Department of Retirement Systems.

Have you retired under the 2008 early retirement factors? Yes No N/A

25. 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-consultants are listed on any state or federal debarment list.

DATED this **13th** day of **December, 2012**.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

Finance Director

Approved as to Form:

City Attorney

CONTRACTOR:

Widener & Associates

By: _____

November 6, 2012

City of Sedro-Woolley
25 Metcalf Street
Sedro-Woolley, WA 98284

Subject: 2013 On-Call Professional Services Agreement Hourly Rate Statement

Dear Contract Administrator,

Please consider this letter to be a statement of rates for DGK Inc. DBA Widener & Associates (Widener). It covers consulting work for;

City of Sedro-Woolley Professional Services Agreement

Widener is a five-person firm with no calculated overhead rate. We charge a flat hourly fee for services that is all-inclusive of direct salary, overhead and fee. The hourly fees offered for this contract are the lowest fees we offer for preferred clients. I also confirm that all direct nonsalary costs will be invoiced without mark-up.

- *Project Manager* - \$140.00
- *Biologist* - \$86.80

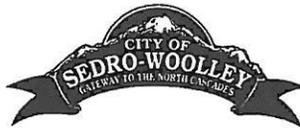
We appreciate the opportunity to work with you on this project. If you have any questions or need additional information, please call at 425-503-3629.

Sincerely,



Ross L Widener
Vice President

WIDENER & ASSOCIATES



PROFESSIONAL SERVICES AGREEMENT No. 2013-PS-02
(To be used for engineering and architect services)

This Agreement made and entered into this **13th** day of **December, 2012** by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City" and **Skagit Surveyors and Engineers Inc.** whose address is **806 Metcalf Street, Sedro-Woolley, WA 98284**, hereinafter referred to as the "Contractor".

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

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

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

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

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

1. Scope of Services.

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, as **On Call Engineering Services as assigned by task order** that are requested by the City of Sedro-Woolley.

2. Relationship of Parties.

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

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

3. Time of Performance.

The service of the Contractor is to commence

on or before _____

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

The service of the Contractor is to be completed

- [] not later than _____
[] pursuant to the schedule set forth on Attachment C, Schedule of Work.

4. Standard of Care.

Contractor shall exercise the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed.

5. Delays and Extensions of Time.

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

6. Compensation and Schedule of Payments.

City shall pay the Contractor its hourly rates pursuant to the schedule set forth on **Exhibit B**. The Contractor shall be paid monthly on the basis of invoices for compensation earned by the Contractor during the billing period, as agreed by the parties. Payment shall be made within ten (10) days after approval of the voucher by the City council.

Cost not to exceed \$ **25,000.00** without prior approval of the Director of Public Works/City Engineer.

7. Ownership of Records and Documents.

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

8. Termination.

The term of this agreement shall be from the date signed through **December 31, 2013**.

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

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

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

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

9. Evaluation and Compliance with the Law.

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

10. 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.

11. City Business and Occupation License.

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

12. Indemnification / Hold Harmless.

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

13. Insurance.

The Contractor shall provide proof to the City that it **and its subcontractors** are insured under professional liability insurance policies covering the work within the scope of this agreement, in such form and amounts (**\$2 Million**) as are acceptable to the City.

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 (**\$2 Million**) 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.

14. Employment Security.

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

15. Amendments.

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

16. Scope of Agreement.

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

17. Ratification.

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

18. Assignability.

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

19. Notices.

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

20. Choice of Law/Venue.

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

21. 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.

22. Non-exclusive Agreement.

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

23. MRSC Roster Registration.

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

24. Washington State Department of Retirement Systems.

Have you retired under the 2008 early retirement factors? Yes No N/A

25. 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-consultants are listed on any state or federal debarment list.

DATED this **13th** day of **December, 2012**.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

Finance Director

Approved as to Form:

City Attorney

CONTRACTOR:

Skagit Surveyors & Engineers

By: _____

EXHIBIT B

Skagit Surveyors, Inc. d/b/a
Skagit Surveyors & Engineers

SURVEYING - CIVIL ENGINEERING – SUBDIVISIONS - LAND USE PLANNING - ELEVATIONS
806 Metcalf Street, Sedro-Woolley, WA 98284 - PHONE (360) 855-2121 - FAX (360) 855-1658

Skagit Surveyors & Engineers Fee Schedule for Surveying, Planning and Engineering services effective January 1, 2013 are as follows:

	<u>RATE</u>
• Principal Engineer or Principal Surveyor	\$125/hr.
• Principal Engineer or Principal Surveyor- Litigation Preparation/Expert Witness	\$150/hr.
• Licensed Surveyor	\$100/hr.
• Licensed Engineer	\$100/hr.
• Certified Planner	\$100/hr.
• Certified Planner-Litigation Preparation/Expert Witness	\$150/hr.
• Project Engineer or Project Surveyor	\$ 90/hr.
• Project Engineer or Project Surveyor- Litigation Preparation/Expert Witness	\$125/hr.
• Assistant Project Manager	\$ 80/hr.
• CAD Design Technician	\$ 75/hr.
• Two Person Survey Crew	\$150/hr.
• Additional Crew Member	\$ 75/hr.
• One Person with Equipment in Field	\$100/hr.
• One Person with RTK- GPS Equipment	\$190/hr.
• Minimum Fee for Bench Mark	\$600.00
• Minimum Fee for Elevation Certificate	\$900.00
• Minimum Fee for Establishing Bench Mark & Completing Elevation Certificate	\$1200.00
• Minimum Fee for Office Consultation	\$100/hr.
• Office Assistant	\$ 60/hr.
• Outside expenses incurred for supplies used in extraordinary quantities or special equipment used on a project	Actual Cost Plus 5%

This Rate Schedule is subject to change without notice. Fees, such as Permit or Application Fees are not included in this Schedule.



PROFESSIONAL SERVICES AGREEMENT No. 2013-PS-03
(To be used for engineering and architect services)

This Agreement made and entered into this **13th** day of **December, 2012** by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City" and **Lisser & Associates PLLC** whose address is **PO Box 1109, Mount Vernon, WA 98273**, hereinafter referred to as the "Contractor".

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

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

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

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

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

1. Scope of Services.

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, as **On Call Survey Services as assigned by task order** that are requested by the City of Sedro-Woolley.

2. Relationship of Parties.

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

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

3. Time of Performance.

The service of the Contractor is to commence

[] on or before _____

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

The service of the Contractor is to be completed

- [] not later than _____
[] pursuant to the schedule set forth on Attachment C, Schedule of Work.

4. Standard of Care.

Contractor shall exercise the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed.

5. Delays and Extensions of Time.

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

6. Compensation and Schedule of Payments.

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

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

Cost not to exceed \$ **25,000.00** without prior approval of the Director of Public Works/City Engineer.

7. Ownership of Records and Documents.

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

8. Termination.

The term of this agreement shall be from the date signed through **December 31, 2013**.

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

a) Material violation of this agreement.

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

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

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

9. Evaluation and Compliance with the Law.

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

10. 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.

11. City Business and Occupation License.

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

12. Indemnification / Hold Harmless.

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

13. Insurance.

The Contractor shall provide proof to the City that it **and its subcontractors** are insured under professional liability insurance policies covering the work within the scope of this agreement, in such form and amounts (**\$1 Million**) as are acceptable to the City.

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**) 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.

14. Employment Security.

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

15. Amendments.

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

16. Scope of Agreement.

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

17. Ratification.

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

18. Assignability.

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

19. Notices.

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

20. Choice of Law/Venue.

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

21. 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.

22. Non-exclusive Agreement.

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

23. MRSC Roster Registration.

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

24. Washington State Department of Retirement Systems.

Have you retired under the 2008 early retirement factors? Yes No N/A

25. 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-consultants are listed on any state or federal debarment list.

DATED this **13th** day of **December, 2012**.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

Finance Director

Approved as to Form:

City Attorney

CONTRACTOR:

Lisser & Associates PLLC

By: _____

EXHIBIT B

LISSER & ASSOCIATES PLLC

FEE SCHEDULE FOR LAND SURVEYING SERVICES

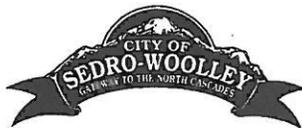
EFFECTIVE JANUARY 1, 2008

OFFICE PERSONNEL

Principal	\$155.00 per hour
Licensed Professional Personnel	\$ 85.00 per hour
Surveying Technician	\$ 75.00 per hour
Draftsperson	\$ 85.00 per hour
Office Assistant	\$ 48.00 per hour
Office expense (special printing, fees paid etc.)	Cost plus 15%

FIELD PERSONNEL

2 person crew	\$145.00 per hour
2 person crew (construction work)	\$150.00 per hour
3 person crew	\$180.00 per hour
3 person crew (construction work)	\$185.00 per hour
Special field supplies	Cost plus 15%



PROFESSIONAL SERVICES AGREEMENT No. 2013-PS-04
(To be used for consultant services excluding engineers and architects)

This Agreement made and entered into this **13th** day of **December, 2012** by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City" and **Bright Rain Solutions** whose address is **113 S Columbus Street, Suite 100, Arlington, VA 22314** hereinafter referred to as the "Contractor".

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

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

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

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

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

1. Scope of Services.

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, as **On Call GIS Support Services as assigned by task order** that are requested by the City of Sedro-Woolley.

2. Relationship of Parties.

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

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

3. Time of Performance.

The service of the Contractor is to commence

on or before _____

as soon as practicable after the execution of this Agreement shall be undertaken so as

to ensure its expeditious completion in light of the purpose of this Agreement.

The service of the Contractor is to be completed

- [] not later than _____
[] pursuant to the schedule set forth on Attachment C, Schedule of Work.

4. Standard of Care.

Contractor shall exercise the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed.

5. Delays and Extensions of Time.

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

6. Compensation and Schedule of Payments.

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

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

Cost not to exceed **\$10,000.00** without prior approval of the Director of Public Works/City Engineer.

7. Ownership of Records and Documents.

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

8. Termination.

The term of this agreement shall be from the date signed through **December 31, 2013**.

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

a) Material violation of this agreement.

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

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

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

9. Evaluation and Compliance with the Law.

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

10. 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.

11. City Business and Occupation License.

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

12. Indemnification.

The 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.

The 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.

The 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.

The 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.

The 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.

13. Insurance.

The Contractor shall provide proof to the City that it **and its subcontractors** are insured under professional liability insurance policies covering the work within the scope of this agreement, in such form and amounts (**\$1 Million**) as are acceptable to the City.

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**) 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.

14. Employment Security.

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

15. Amendments.

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

16. Scope of Agreement.

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

17. Ratification.

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

18. Assignability.

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

19. Notices.

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

20. Choice of Law/Venue.

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

21. 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.

22. Non-exclusive Agreement.

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

23. MRSC Roster Registration.

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

24. Washington State Department of Retirement Systems.

Have you retired under the 2008 early retirement factors? Yes No N/A

25. 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-consultants are listed on any state or federal debarment list.

DATED this **13th** day of **December, 2012**.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

Finance Director

Approved as to Form:

City Attorney

CONTRACTOR:

Bright Rain Solutions

By: _____



Bright Rain Solutions

2013 Consulting Services Rate Sheet

Standard Rates

GIS Consulting Services Hourly Rate: \$120

Travel time will be billed at 50% of this rate.

Invoices

Services will be invoiced monthly along with detailed time and tasks report.

Payment

Payment is due fifteen (15) days after date of invoice. Client may not withhold any amounts due hereunder unless notification is given in writing and allowance for reasonable cure. Any late payment will be subject to any costs of collection (including reasonable legal fees) and will bear interest at the rate of one (1) percent per month or fraction thereof until paid.

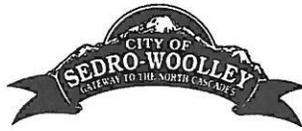
Expenses

Client will reimburse Contractor for its reasonable and necessary cost of travel and out-of-pocket costs for photocopying, overnight courier, unusual long distance telephone and the like. Expense reports will be submitted monthly and ALL receipts will be included. Contractor will use Bright Rain Solutions' expense report unless Client provides an alternate expense template.

Reimbursables

Sub-Consultants, Professional and Technical Cost + 12%

Maps, reports, materials, permit fees, express delivery and messenger, pass-thru bills and similar items necessary for work in progress Cost + 12%



PROFESSIONAL SERVICES AGREEMENT No. 2013-PS-05
(To be used for *engineering and architect services*)

This Agreement made and entered into this **13th** day of **December, 2012** by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City" and **SCADA & Controls Engineering Inc.** whose address is **2020 Maltby Road, Ste 7, PMB 170, Bothell, WA 98021** hereinafter referred to as the "Contractor".

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

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

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

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

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

1. Scope of Services.

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, as **On Call Engineering Support Services related to the city's wastewater treatment plant and pump station SCADA systems as assigned by task order** that are requested by the City of Sedro-Woolley.

2. Relationship of Parties.

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

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

3. Time of Performance.

The service of the Contractor is to commence

[] on or before _____

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

The service of the Contractor is to be completed

- not later than _____
 pursuant to the schedule set forth on Attachment C, Schedule of Work.

4. Standard of Care.

Contractor shall exercise the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed.

5. Delays and Extensions of Time.

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

6. Compensation and Schedule of Payments.

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

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

Cost not to exceed \$ **30,000.00** without prior approval of the Director of Public Works/City Engineer.

7. Ownership of Records and Documents.

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

8. Termination.

The term of this agreement shall be from the date signed through **December 31, 2013**.

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

a) Material violation of this agreement.

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

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

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

9. Evaluation and Compliance with the Law.

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

10. 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.

11. City Business and Occupation License.

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

12. Indemnification / Hold Harmless.

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

13. Insurance.

The Contractor shall provide proof to the City that it **and its subcontractors** are insured under professional liability insurance policies covering the work within the scope of this agreement, in such form and amounts (**\$1 Million**) as are acceptable to the City.

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**) 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.

14. Employment Security.

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

15. Amendments.

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

16. Scope of Agreement.

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

17. Ratification.

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

18. Assignability.

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

19. Notices.

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

20. Choice of Law/Venue.

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

21. 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.

22. Non-exclusive Agreement.

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

23. MRSC Roster Registration.

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

24. Washington State Department of Retirement Systems.

Have you retired under the 2008 early retirement factors? Yes No N/A

25. 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-consultants are listed on any state or federal debarment list.

DATED this 13th day of **December, 2012.**

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

Finance Director

Approved as to Form:

City Attorney

CONTRACTOR:

SCADA & Controls Engineering Inc.

By: _____



EXHIBIT B

SCADA & Controls Engineering, Inc.
2020 Maltby Rd Ste 7 PMB170
Bothell, WA 98021

PHONE (206) 354-1779
FAX (425) 806-5056
E-MAIL smith@scadace.com
WEB SITE www.scadace.com

Standard Labor Rates

The following is a list of hourly rates for specific services.

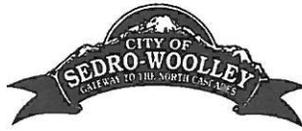
Registered Professional Engineer	\$150.00 per Hour
Senior Project Engineer	\$135.00 per Hour
Senior Software Programmer	\$135.00 per Hour
Junior Project Engineer	\$110.00 per Hour
Junior Software Programmer	\$110.00 per Hour
Control Panel Fabrication	\$80.00 per Hour
Auto-Cad Design & Drafting	\$75.00 per Hour
Administrative	\$60.00 per Hour
Installation (Handyman) Labor	\$70.00 per Hour

Services in excess of 12 hours per day, Monday through Friday, will be billed at 1.5 times the hourly rate. Saturdays, Sundays, and all business holidays will be billed at 2 times the hourly rate. Emergency services are billed at a minimum of four (4) hours. All travel time will be billed, portal to portal, at the hourly rate in effect on the day of travel.

General Terms and Conditions

Services will be billed via invoice, with service reports when requested. All vehicle travel will be charged by total mileage at the current IRS reimbursement rate for mileage. All other expenses, (hotel, airline, rental car, etc.), will be billed at documented cost. All invoices are Net 30 days.

Rates are valid for the period January 1, 2012 through December 31, 2013 for the city of Sedro Woolley, WA.



PROFESSIONAL SERVICES AGREEMENT No. 2013-PS-06
(To be used for *consultant services excluding engineers and architects*)

This Agreement made and entered into this **13th** day of **December, 2012** by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as “City” and **GeoTest Services Inc.** whose address is **741 Marine Drive, Bellingham, WA 98225** hereinafter referred to as the “Contractor”.

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

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

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

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

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

1. Scope of Services.

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, as **On-Call Materials Testing and Special Inspections as assigned by task order** that are requested by the City of Sedro-Woolley.

2. Relationship of Parties.

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

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

3. Time of Performance.

The service of the Contractor is to commence

[] on or before _____

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

The service of the Contractor is to be completed

- [] not later than _____
[] pursuant to the schedule set forth on Attachment C, Schedule of Work.

4. Standard of Care.

Contractor shall exercise the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed.

5. Delays and Extensions of Time.

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

6. Compensation and Schedule of Payments.

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

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

Cost not to exceed \$ 5,000 without prior approval of the Director of Public Works/City Engineer.

7. Ownership of Records and Documents.

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

8. Termination.

The term of this agreement shall be from the date signed through **December 31, 2013**.

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

a) Material violation of this agreement.

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

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

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

9. Evaluation and Compliance with the Law.

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

10. 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.

11. City Business and Occupation License.

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

12. Indemnification.

The 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.

The 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.

The 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.

The 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.

The 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.

13. Insurance.

The Contractor shall provide proof to the City that it **and its subcontractors** are insured under professional liability insurance policies covering the work within the scope of this agreement, in such form and amounts (**\$1 Million**) as are acceptable to the City.

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**) 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.

14. Employment Security.

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

15. Amendments.

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

16. Scope of Agreement.

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

17. Ratification.

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

18. Assignability.

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

19. Notices.

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

20. Choice of Law/Venue.

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

21. 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.

22. Non-exclusive Agreement.

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

23. MRSC Roster Registration.

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

24. Washington State Department of Retirement Systems.

Have you retired under the 2008 early retirement factors? Yes No N/A

25. 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-consultants are listed on any state or federal debarment list.

DATED this **13th** day of **December, 2012**.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

Finance Director

Approved as to Form:

City Attorney

CONTRACTOR:

GeoTest Services Inc.

By: _____

GEO TEST SERVICES, INC. EXHIBIT B

Arlington & Bellingham, WA

FEE SCHEDULE

City of Sedro Woolley On-Call Agreement 2013

CONSTRUCTION INSPECTION SERVICES

Reinforced Concrete.....	52.00 hour
Prestressed Concrete.....	52.00 hour
Structural Masonry	52.00 hour
Spray-Applied Fireproofing.....	52.00 hour
Lateral Framing (Wood & Steel).....	52.00 hour
Proprietary Anchors.....	52.00 hour
Structural Steel Welding and Bolt Torque	52.00 hour
In-Place Density - Nuclear Gauge, Soils & Asphalt	55.00 hour
Soils Observation	55.00 hour
Piling Inspection	52.00 hour
Laboratory Technician	52.00 hour
Field Technician	52.00 hour
Field Sampling.....	52.00 hour
Technical Review/Reporting	60.00 hour

ENGINEERING, GEOLOGICAL & ENVIRONMENTAL SERVICES

Professional Engineer	120.00 hour
Geotechnical Engineer	120.00 hour
Technical Director.....	120.00 hour
Engineering Geologist.....	85.00 hour
Environmental Professional.....	85.00 hour
Project Manager	75.00 hour
Geotechnical Technician	60.00 hour
Geologist.....	75.00 hour
CESCL (Certified Erosion & Sediment Control Lead)	60.00 hour

SPECIALTY SERVICES

Bolt Pull-out Tests	80.00 hour
Ground Penetrating Radar (GPR).....	120.00 hour
Rebar Location (Pachometer).....	80.00 hour
Concrete & Asphalt Coring	80.00 hour
Schmidt Hammer.....	80.00 hour
Windsor Probe.....	80.00 hour
Brick Shear Testing (2 man crew).....	150.00 hour
Floor Flatness Testing (Dipstick).....	90.00 hour
Field Infiltration Testing	70.00 hour
Moisture Emission Testing	75.00 hour

GEO TEST SERVICES, INC.

Arlington & Bellingham, WA

FEE SCHEDULE

City of Sedro Woolley On-Call Agreement 2013

MATERIALS TESTING

CONCRETE

Compressive Strength - Concrete	20.00 ea
Compressive Strength - Concrete (cast by others)	30.00 ea
Compressive Strength - Drilled Cores (includes trimming and testing).....	60.00 ea
Compressive Strength - Sawed Specimens (includes trimming and testing)	60.00 ea
Shotcrete Panel - 3 Cores Per Panel	200.00 ea
Additional Shotcrete Cores.....	75.00 ea
Flexural Strength - 6" x 6" Beams	45.00 ea
Air Dry Unit Weight	35.00 ea
Trimming Specimens - Per End (when required)	15.00 ea

MASONRY

Compressive Strength - Mortar, 2" x 4" Cylinder.....	20.00 ea
Compressive Strength - Grout, 4" x 4" x 8" Prism	20.00 ea
Compressive Strength - 2" x 2" Cubes (Cementitious Grout)	20.00 ea
Compressive Strength - 2" x 2" Cubes (Epoxy Grout)	30.00 ea
Compressive Strength - Composite Prism	100.00 ea
Compressive Strength - Masonry Units.....	100.00 ea

AGGREGATE

Sieve Analysis, with Wet Wash	125.00 ea
Sieve Analysis, Dry Only	75.00 ea
Sieve Analysis, % Passing #200 Sieve	75.00 ea
Specific Gravity and Absorption - Fine Aggregate	75.00 ea
Specific Gravity and Absorption - Coarse Aggregate.....	60.00 ea
Uncompacted Voids - Fine Aggregate.....	150.00 ea
Unit Weight and Voids	40.00 ea
Sand Equivalent	80.00 ea
Moisture Content	35.00 ea
Percent Fracture.....	60.00 ea
Organic Impurities Test	40.00 ea
Clay Lumps and Friable Particles.....	80.00 ea
Lightweight Pieces.....	75.00 ea
Flat/Elongated Particles.....	80.00 ea

ASPHALT

Asphalt Content & Gradation (Ignition Furnace)	225.00 ea
Maximum Specific Gravity (Rice Density)	80.00 ea
Asphalt Core Density/Thickness.....	40.00 ea
Marshall Method Test - Flow, Stability, Density & Voids	
Hot Mix Furnished, Set of 3.....	300.00 ea
Lab Mixed, Set of 3.....	350.00 ea
Mix Design - Marshall Method, 3 point min	on request

GEOTEST SERVICES, INC.

Arlington & Bellingham, WA

FEE SCHEDULE

City of Sedro Woolley On-Call Agreement 2013

SOILS

Sieve Analysis, with Wet Sieve	125.00 ea
Sieve Analysis, Dry Only	75.00 ea
Sieve Analysis, % Passing #200 Sieve	75.00 ea
Sieve Analysis w/ Hydrometer	200.00 ea
Moisture Density Relationship (Proctor)	175.00 ea
Moisture Density Relationship (Proctor) w/ Sieve	235.00 ea
Check Point	80.00 ea
Moisture Content	35.00 ea
Atterberg Limits (3 points)	125.00 ea
Specific Gravity	75.00 ea
Consolidation - 5 Loads	350.00 ea
Permeability - Constant Head or Falling Head (each point)	250.00 ea
Organic Content	80.00 ea

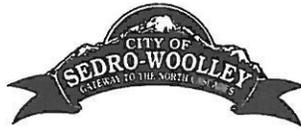
MISCELLANEOUS

Fireproofing Density Test	60.00 ea
Floor Moisture Test Kit	35.00 ea
Windsor Probe Pin (Set of 3)	35.00 ea

GENERAL CONDITIONS

- GeoTest requests 24 hours advance notice for scheduling field services. GeoTest may not be able to provide service for same day call out.
- A four (4) hour minimum charge applies to all inspection field services. Same day cancellations may incur a minimum charge.
- A premium rate of 1.5 times the regular rate will be charged for all work in excess of 8 hours per day and Saturdays. Double-time rates will be applied to services provided on Sundays & legal Holidays.
- Night shift: An eight (8) hour minimum charge at 1.5 times the regular rate applies to field night work. A four (4) hour minimum charge at 1.5 times the regular rate applies to lab night work.
- Mileage charged at \$0.55 per mile.
- Field testing equipment expenses are included in the hourly rates except where specifically noted on the fee schedule or a project specific proposal.
- Laboratory rush samples (less than 48hr turn-around time and weekend or holiday work) will be invoiced at 1.5 times the standard test rate.
- Rental equipment, reimbursable expenses and subcontractor fees will be invoiced at cost plus 15%.
- Unless otherwise agreed, test specimens or samples will be disposed of immediately upon completion of the test.
- GeoTest is covered by General and Professional liability insurance.
- Progress billing is typically provided monthly.

Issued November 2012



PROFESSIONAL SERVICES AGREEMENT No. 2013-PS-07
(To be used for *consultant services excluding engineers and architects*)

This Agreement made and entered into this **13th** day of **December, 2012** by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City" and **Materials Testing & Consulting Inc.** whose address is **777 Chrysler Drive, Burlington, WA 98233** hereinafter referred to as the "Contractor".

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

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

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

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

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

1. Scope of Services.

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, as **On-Call Materials Testing and Special Inspections as assigned by task order** that are requested by the City of Sedro-Woolley.

2. Relationship of Parties.

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

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

3. Time of Performance.

The service of the Contractor is to commence

on or before _____

as soon as practicable after the execution of this Agreement shall be undertaken so as

to ensure its expeditious completion in light of the purpose of this Agreement.

The service of the Contractor is to be completed

- [] not later than _____
[] pursuant to the schedule set forth on Attachment C, Schedule of Work.

4. Standard of Care.

Contractor shall exercise the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed.

5. Delays and Extensions of Time.

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

6. Compensation and Schedule of Payments.

City shall pay the Contractor its hourly rates pursuant to the schedule set forth on **Exhibit B**. The Contractor shall be paid monthly on the basis of invoices for compensation earned by the Contractor during the billing period, as agreed by the parties. Payment shall be made within ten (10) days after approval of the voucher by the City council.

Cost not to exceed \$ 5,000 without prior approval of the Director of Public Works/City Engineer.

7. Ownership of Records and Documents.

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

8. Termination.

The term of this agreement shall be from the date signed through **December 31, 2013**.

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

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

to this agreement.

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

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

9. Evaluation and Compliance with the Law.

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

10. 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.

11. City Business and Occupation License.

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

12. Indemnification.

The 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.

The 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.

The 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.

The 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.

The 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.

13. Insurance.

The Contractor shall provide proof to the City that it **and its subcontractors** are insured under professional liability insurance policies covering the work within the scope of this agreement, in such form and amounts (**\$1 Million**) as are acceptable to the City.

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) 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.

14. Employment Security.

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

15. Amendments.

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

16. Scope of Agreement.

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

17. Ratification.

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

18. Assignability.

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

19. Notices.

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

20. Choice of Law/Venue.

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

21. 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.

22. Non-exclusive Agreement.

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

23. MRSC Roster Registration.

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

24. Washington State Department of Retirement Systems.

Have you retired under the 2008 early retirement factors? Yes No N/A

25. 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-consultants are listed on any state or federal debarment list.

DATED this 13th day of December, 2012.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

Finance Director

Approved as to Form:

City Attorney

CONTRACTOR:

Materials Testing & Consulting Inc.

By: _____

EXHIBIT B

Materials Testing & Consulting, Inc.

Geotechnical Engineering & Consulting • Special Inspection • Materials Testing • Environmental Consulting



Client: City of Sedro-Woolley
 Exhibit A - Schedule of Charges
 Project Name: 2013 On-Call Agreement
 Date of Issue: November 6, 2012

ENGINEERING & CIVIL INSPECTION / CONSULTING	Unit	Rate
Professional Engineer	hour	125.00
Staff Engineer	hour	85.00
Geotechnical Consulting	hour	85.00
CESCL Services / Turbidity and/or pH Monitoring	hour	75.00
Technician - Soils & Asphalt	hour	47.00

MATERIALS TESTING SERVICES	Unit	Rate
LABORATORY TESTING FOR EARTHWORK & ASPHALT		
% Passing # 200 Sieve	each	60.00
Asphalt Extraction with Gradation (ASTM D 6307)	each	225.00
Asphalt Thickness – Minimum 3 cores	each	30.00
Atterberg Limits - 1 point	each	60.00
Atterberg Limits - 3 points	each	150.00
Bulk Specific Gravity – Minimum 3 cores	each	45.00
California Bearing Ratio 3-point	each	650.00
Clay Lumps and Friable Particles	each	85.00
Durability Index	each	180.00
Effect of Water on Cohesion of Compacted Mixes	each	275.00
Flat/Elongated Particles	each	80.00
Fracture Percentage	each	60.00
Hydrometer Analysis (includes sieve analysis)	each	175.00
In-Field Infiltration Rate	hour	85.00
In-Place Density (Sand Cone)	each	35.00
Marshall Stability & Flow, 3 specimens	each	300.00
Mix Design Marshall Method, 3 trials & specimens	each	1500.00
Moisture Density Relationship with Sieve (Proctor)	each	225.00
Natural Moisture Content	each	30.00
Organic Content	each	80.00
Organic Impurities	each	75.00
Relative Density	each	375.00
Rice Density	each	75.00
Sand Equivalent	each	90.00
Sieve Analysis – Dry Only (Gradation)	each	80.00
Sieve Analysis with #200 Wash (Combined Gradation)	each	100.00
Soils-Cement Mix Design	quoted per project	
Specific Gravity and Absorption – Coarse Aggregate	each	50.00
Specific Gravity and Absorption – Fine Aggregate	each	90.00
Specific Gravity of Soils	each	75.00
Sulfate Soundness	each	300.00
Uncompacted Void Content	each	90.00
Unconfined Compression - Intact Rock Cores	each	65.00
Unit Weight & Voids	each	45.00
Visual Classification	each	20.00

Materials Testing & Consulting, Inc.

Geotechnical Engineering & Consulting • Special Inspection • Materials Testing • Environmental Consulting



Client: City of Sedro-Woolley
 Exhibit A - Schedule of Charges
 Project Name: 2013 On-Call Agreement
 Date of Issue: November 6, 2012

ENVIRONMENTAL CONSULTING	Unit	Rate
Environmental Site Assessment Phase I	quoted per project	
Environmental Site Assessment Phase II	quoted per project	
SPECIAL INSPECTION & CONSTRUCTION OBSERVATION	Unit	Rate
Technical Director	hour	95.00
Project Manager	hour	85.00
Special Inspector: <i>Reinforced & Pre-Stressed/Post-Tensioned Concrete, Shotcrete, Structural Masonry, Spray-Applied Fire Resistive Materials, Lateral Wood & Framing, Proprietary Anchors</i>	hour	47.00
Special Inspector: <i>Structural Steel & Welding, High-Strength Bolting, Fabrication Shop Inspection</i>	hour	50.00
Anchor bolt pull testing - one-man crew	hour	75.00
A.W.S. Certified Welding Inspector (CWI)	hour	85.00
Commercial Building Inspector – Plumbing Inspection – Electrical Inspection – Plans Examiner	quoted per project	
Pachometer Testing (reinforcing steel locate)	hour	85.00
Schmidt Hammer	hour	85.00
Non-Destructive, Ultrasonic & Mag-Particle Testing	hour	85.00
Coring Services	hour	85.00
Floor Flatness and Floor Levelness	hour	95.00
Laboratory Technician	hour	45.00
MATERIALS TESTING SERVICES	Unit	Rate
LABORATORY TESTING FOR SPECIAL & CONSTRUCTION INSPECTION		
2 x 2 Mortar Cubes	each	18.00
Cohesion / Adhesion Tests	each	30.00
Concrete Compression Strength Test Sawed Section	each	65.00
Concrete Compression Test Cylinders (4"x8")	each	18.00
Concrete Compression Test Cylinders (6"x12")	each	30.00
Concrete Compression Test Cylinders (not cast by MTC)	each	40.00
Concrete Core Thickness	each	30.00
Concrete Shrinkage (minimum 3 samples)	each	100.00
Core Compression Test	each	18.00
Flexural Beams	each	45.00
Grout Compressive Strength Test	each	18.00
Masonry Compressive Strength Prisms	each	100.00
Masonry Units	each	100.00
Moisture Emission	each	60.00
Mortar Compressive Strength	each	18.00
Roofing cut out samples	each	50.00
Set Times, Initial and Final	hour	75.00
Shotcrete Compression Test (1-Panel includes 3-Cores)	each	200.00
Shotcrete Cores - Additional	each	85.00
Spray-Applied Fire Resistive Materials Density	each	60.00
Trial Batch - 6 Cylinders	quoted per project	
Trimming Cores/Cylinders (not cast by MTC)	each	15.00
Unit Weight and Yield	each	35.00

Materials Testing & Consulting, Inc.

Geotechnical Engineering & Consulting • Special Inspection • Materials Testing • Environmental Consulting

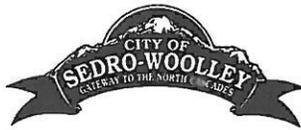


Client: City of Sedro-Woolley
 Exhibit A - Schedule of Charges
 Project Name: 2013 On-Call Agreement
 Date of Issue: November 6, 2012

EQUIPMENT & MISCELLANEOUS	Unit	Rate
Same-Day Inspection Service	each	50.00
Nuclear Densometer – Daily Equipment Charge	daily	25.00
Dynamic Cone Penetrometer – Daily Equipment Charge	daily	20.00
Dynamic Cone Penetrometer Drive Points	each	10.00
Turbidity Meter - Daily Equipment Charge	daily	20.00
Third Party Rentals and/or Support Services	cost + 15 %	
Cylinder Mold (when not cast by MTC)	each	3.50
Core Bit Wear Charge	inch	3.50
Final Letter for Occupancy	hour	75.00
Additional photocopy	page	0.18
Mileage (portal to portal)	No Charge	No Charge

GENERAL CONDITIONS

1. MTC's standard hours of straight time operation begin at 7:00 AM and end at 4:00 PM, Monday thru Friday, with the exception of holidays and weekends. Overtime rates are 1.5 times the applicable straight-time rate, and will be billed for any work performed outside straight time operational hours, night work; work in excess of 8-straight-time hours per day; and Saturday work. Double-time rates are 2-times the applicable straight-time rate, and will be billed for any work performed on Sundays and / or holidays.
2. Scheduling inspections must occur by 4:00 PM on the business-day preceding the request; All day-shift services are billed portal to portal from MTC's respective lab, with a 3-hour minimum; night shifts shall incur an 8-hour minimum charge per call. Engineering services are subject to a two 2-hour minimum for "in-house" work, and a 3-hour minimum for field work. A standard show-up for services or cancellation will be billed a minimum of 2-hours at the applicable service rate; a show-up or cancellation without four (4) hours notice is subject to a 3-hour minimum charge plus applicable mileage and travel (resident/full time projects excluded). Due to fluctuations in the price of gasoline an additional fuel surcharge may apply.
3. Remote jobs shall incur additional charges for subsistence in accordance with the Washington State Administrative and Accounting Manual (SAAM), and will be billed to the Client at cost + 20%; Project Management charges will be billed when applicable. "Rush" laboratory testing (turnaround less than 48-hours) will be billed at 1½ times the applicable straight-time laboratory rate. All samples will be disposed of one week after testing. Failing tests will be retained for 30-days. Laboratory testing does not include pickup and/ or delivery of samples to MTC's respective laboratory.
4. MTC maintains General Liability Insurance for bodily injury and property damage with an aggregate limit of \$1,000,000 per occurrence as well as professional errors and omissions insurance and will furnish certificates evidencing such insurance upon request. If Client requires insurance in excess of MTC's standard, and if such insurance is procurable, Client agrees to pay a minimum fee of \$250.00 for an Additional Insured Endorsement, and any additional fees plus 20% incurred by MTC to fulfill Clients request for such
5. Comprehensive cost estimates and pricing are available on request and may vary from this Exhibit A - Schedule of Charges. If an Estimate of Fees is generated it does not guarantee a maximum cost to complete the inspection and materials testing services required and or requested to complete the construction project. The quantities, when provided in our Estimate of Fees, are based on both available construction documents and schedules. Because scheduling and sequencing of a construction project are controlled by individuals and organizations not owned or operated by MTC all quantities provided in our Estimate of Fees shall not be considered a guaranteed maximum cost for inspection services.
6. The rates as stated in this Exhibit A - Schedule of Charges are applicable through the last day of the calendar year issued, unless otherwise contracted. The Terms and Conditions as outlined in the General Conditions for Construction Materials Engineering & Testing Services Agreement are incorporated herein by reference.
7. MTC will not issue a final inspection letter to applicable building departments until all outstanding invoices for that project have been paid.
8. All designs, drawings, specifications, notes, data, sample materials (exclusive of hazardous substances), report reproducible and other work developed by MTC are instruments of service and as such remain the property of MTC.



PROFESSIONAL SERVICES AGREEMENT No. 2013-PS-08
(To be used for *consultant services excluding engineers and architects*)

This Agreement made and entered into this **13th** day of **December, 2012** by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City" and **Guardian Northwest Title & Escrow**, whose address is **PO Box 1667, Mount Vernon, WA 98273** hereinafter referred to as the "Contractor".

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

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

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

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

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

1. Scope of Services.

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, as **Title and Escrow Professional Services as assigned by task order** that are requested by the City of Sedro-Woolley.

2. Relationship of Parties.

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

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

3. Time of Performance.

The service of the Contractor is to commence

on or before _____

as soon as practicable after the execution of this Agreement shall be undertaken so as

to ensure its expeditious completion in light of the purpose of this Agreement.

The service of the Contractor is to be completed

- [] not later than _____
[] pursuant to the schedule set forth on Attachment C, Schedule of Work.

4. Standard of Care.

Contractor shall exercise the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed.

5. Delays and Extensions of Time.

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

6. Compensation and Schedule of Payments.

City shall pay the Contractor its hourly rates pursuant to the schedule set forth on **Exhibit B**. The Contractor shall be paid monthly on the basis of invoices for compensation earned by the Contractor during the billing period, as agreed by the parties. Payment shall be made within ten (10) days after approval of the voucher by the City council.

Cost not to exceed **\$5,000.00** without prior approval of the Director of Public Works/City Engineer.

7. Ownership of Records and Documents.

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

8. Termination.

The term of this agreement shall be from the date signed through **December 31, 2012**.

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

a) Material violation of this agreement.

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

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

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

9. Evaluation and Compliance with the Law.

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

10. 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.

11. City Business and Occupation License.

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

12. Indemnification.

The 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.

The 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.

The 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.

The 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.

The 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.

13. Insurance.

The Contractor shall provide proof to the City that it **and its subcontractors** are insured under professional liability insurance policies covering the work within the scope of this agreement, in such form and amounts (**\$1 Million**) as are acceptable to the City. (*WAIVED / MF*)

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**) as are acceptable to the City. (*WAIVED / MF*)

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. (*WAIVED / MF*)

14. Employment Security.

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

15. Amendments.

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

16. Scope of Agreement.

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

17. Ratification.

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

18. Assignability.

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

19. Notices.

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

20. Choice of Law/Venue.

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

21. 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.

22. Non-exclusive Agreement.

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

23. MRSC Roster Registration.

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

24. Washington State Department of Retirement Systems.

Have you retired under the 2008 early retirement factors? Yes No N/A

25. 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-consultants are listed on any state or federal debarment list.

DATED this 13th day of **December, 2012**.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

Finance Director

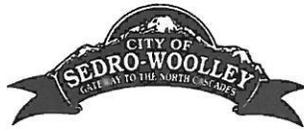
Approved as to Form:

City Attorney

CONTRACTOR:

Guardian Northwest Title & Escrow

By: _____



PROFESSIONAL SERVICES AGREEMENT No. 2013-PS-09
(To be used for *consultant* services *excluding* engineers and architects)

This Agreement made and entered into this **13th** day of **December, 2012**, by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as “City” and **Katy Isaksen & Associates** whose address is **PO Box 30008, Seattle, WA 98113**, hereinafter referred to as the “Contractor”.

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

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

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

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

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

1. Scope of Services.

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, as **Utility Financial Planning, Rate Studies, Fees & Connection Charges as assigned by task order** as requested by the City of Sedro-Woolley.

2. Relationship of Parties.

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

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

3. Time of Performance.

The service of the Contractor is to commence

[] on or before _____

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

The service of the Contractor is to be completed

- [] not later than _____
[] pursuant to the schedule set forth on Attachment C, Schedule of Work.

4. Standard of Care.

Contractor shall exercise the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed.

5. Delays and Extensions of Time.

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

6. Compensation and Schedule of Payments.

City shall pay the Contractor its hourly rates pursuant to the schedule set forth on **Exhibit B**. The Contractor shall be paid monthly on the basis of invoices for compensation earned by the Contractor during the billing period, as agreed by the parties. Payment shall be made within ten (10) days after approval of the voucher by the City council.

Cost not to exceed **\$10,000.00** without prior approval of the Director of Public Works/City Engineer.

7. Ownership of Records and Documents.

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

8. Termination.

The term of this agreement shall be from the date signed through **December 31, 2013**.

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

a) Material violation of this agreement.

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

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

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

9. Evaluation and Compliance with the Law.

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

10. 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.

11. City Business and Occupation License.

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

12. Indemnification.

The 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.

The 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.

The 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.

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The 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.

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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.

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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.

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

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

24. Washington State Department of Retirement Systems.

Have you retired under the 2008 early retirement factors? Yes No N/A

25. 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-consultants are listed on any state or federal debarment list.

DATED this 13th day of December, 2012.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

Finance Director

Approved as to Form:

City Attorney

CONTRACTOR:

Katy Isaksen & Associates

By: _____

EXHIBIT B

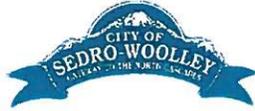
Katy Isaksen & Associates
Utility Financial Planning, Rate Studies, Fees & Connection Charges
PO Box 30008
Seattle, WA 98113
(206) 706-8893
Katy@kisaksenassociates.com

2013 Hourly Rates

Katy Isaksen	\$115 per hour
Associate	\$102 per hour

Direct Expenses

Direct expenses at cost + 3%
Mileage at Federal Rate
Postage/Delivery – Charge for delivery other than standard US Postal Service



TASK ORDER CITY OF SEDRO-WOOLLEY ON-CALL SERVICES

Task Order No. 2013-PS-09-TO-01

Task Title Update the Sewer Financial and Rate Outlook

Consultant Katy Isaksen & Associates

Consultant Contact Katy Isaksen Phone 206-706-8893 Email katy@kisaksenassociates.com
Mark A. Phone 360-855-9933 Email mfreiburger@ci.sedro-

City Contact Freiberger, PE Phone 360-855-9933 Email woolley.wa.us

City Project No. _____ Budget (BARS) 401.000.035.535.80.41.00
 No. _____ Professional Services _____

Reimbursable? Yes, by _____
 No

DESCRIPTION OF TASK ASSIGNMENT

Update the City of Sedro-Woolley sewer financial and rate outlook

Site Address or Location City Limits

COMPENSATION

LUMP SUM – Compensation for services shall be a lump Sum of _____

TIME AND MATERIAL – Compensation for these services will be on a Time and Materials basis, not to exceed \$7,500 per Exhibit B without written authorization.

Approved budget attached (If applicable.)

SCHEDULE The Consultant shall complete the services described above:

By _____

In accordance with **Exhibit B-1** attached hereto.

All provisions of the Agreement for On-Call Engineering Services dated December 13, 2012 shall be in full force and effect for this Task Order.

APPROVED

CITY OF SEDRO-WOOLLEY

By Mike Anderson

Signature _____

Title Mayor

Date _____

CONSULTANT

By Katy Isaksen

Signature _____

Title _____

Date _____

EXHIBIT B

Katy Isaksen & Associates
Utility Financial Planning, Rate Studies, Fees & Connection Charges
PO Box 30008
Seattle, WA 98113
(206) 706-8893
Katy@kisaksenassociates.com

2013 Hourly Rates

Katy Isaksen	\$115 per hour
Associate	\$102 per hour

Direct Expenses

Direct expenses at cost + 3%
Mileage at Federal Rate
Postage/Delivery – Charge for delivery other than standard US Postal Service

November 21, 2012

Mark Freiburger, PE
Director of Public Works/City Engineer
City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284

EXHIBIT B-1

Dear Mark,

Following up on our conversation, I am pleased to submit this proposed scope and budget to **update the sewer financial and rate outlook.**

Background

Katy Isaksen & Associates developed the current sewer rate model and financial plan in 2005 as part of the sewer comprehensive plan update. A primary focus of the capital improvement plan was to finance and complete the critical sewer interceptor project that involved loans from the Public Works Trust Fund program. The rate model allows scenarios to be tested to determine the impact on sewer rates and reserves. The most recent version of the model includes projections for 2010-2012. Now that we are at the end of that period, the City is interested in updating the assumptions and numbers to provide an outlook for 2013-2019.

The current sewer connection charge of \$8,926 has been in effect since 2008 and was calculated based on the sewer facilities and planned capital improvements. Given today's economy and understanding the need to encourage new sewer connections to help make debt payments and keep the costs down for all sewer customers, the City is interested in reviewing the connection charge and policies and how they may compare to neighboring cities.

Proposed Scope of Work

- **Task 1: Update Sewer Rate Outlook** – The existing rate model will be updated to reflect actual numbers for 2009-2011, estimated 2012 and projected 2013-2019 with financial information to be provided by the City. The 2013 budget will be used as the base year for future projections. Assumptions on growth and cost escalation will be reviewed with staff. Revenues, expenditures, debt service, capital improvements and reserves will be updated and projected. This task includes up to 2 in-person meetings with staff or a combination of in-person and telephone meetings. A summary report will be prepared.
- **Task 2: Connection Charge Review** – The existing connection charges will be reviewed for methodology and policies to determine whether any alternatives might be considered. Changes to the connection charges also affect the financial outlook and rates and the two must be balanced.
- **Task 3: Presentation to Council** – This task assumes preparation and presentation at one City Council workshop related to the financial outlook, sewer rates and connection charges.
- **Reserve Task** – Additional Council Workshop/Meeting/Hearing – This reserve task is proposed to be included in the budget, should it be necessary to attend a second meeting with the City Council, Utilities Committee. This task could also be used to run additional scenarios requested

by the Utilities Committee or City Council. This reserve would be used if directed by the Public Works Director/City Engineer.

Proposed Budget.....(estimated level of effort up to 62 hours).....not to exceed \$7,500.

KI&A typically sets a budget and charges on the basis of time and materials. Ms. Isaksen's current hourly rate is \$115 plus direct expenses, primarily mileage. The actual level of effort for this update will vary based on the data collection, number of scenarios analyzed and meetings requested. I operate with the expectation that time will be spent as efficiently as possible to add value to the City's sewer management planning process.

Proposed Schedule

Work can begin when I receive the financial information. We have discussed using adopted 2013 budget and waiting until late January/early February when close estimates for 2012 will be available. The intent is to work with staff in January/February/March and be able to work with the Utilities Committee and City Council in April/May.

If this proposal meets the City's intention, please approve by signing below. I look forward to continue working with Sedro-Woolley.

Sincerely,

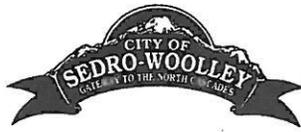


Katy Isaksen
Katy Isaksen & Associates

Authorized Signature
City of Sedro-Woolley

**City of Sedro-Woolley
Update Sewer Rate Outlook
Proposed Scope and Estimate
Prepared by Katy Isaksen & Associates
November 21, 2012**

Task Description	Estimated Hours	\$115.00
		Amount
1. Update sewer rate outlook for period 2013-2019 with financial data to be provided by the City, including budget, financial reports, capital improvements, outstanding debt and fund balances. Existing spreadsheet model will also be updated with actual data for 2008-2011 and estimated 2012. Assumes conferring and reviewing with staff at up to 2 in-person meetings or combination of in-person and telephone meetings, and preparing a summary report.	40	\$4,600
2. Connection charge review of policies, methodology and facilities/capital improvement costs.	8	\$920
3. Presentation at one Council Workshop.	8	\$920
Subtotal Labor	56	\$6,440
Direct Expenses		\$260
KI&A Base Estimate	56	\$6,700
Proposed Reserve:		
Additional Council Workshop/Meeting/Hearing	6	\$800
Estimated Budget - Not to Exceed	62	\$7,500



PROFESSIONAL SERVICES AGREEMENT No. 2013-PS-10
(To be used for *engineering and architect services*)

This Agreement made and entered into this **13th** day of **December, 2012** by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City" and **David Evans and Associates Inc.** whose address is **415-118th Avenue SE, Bellevue, WA 98005-3518**, hereinafter referred to as the "Contractor".

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

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

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

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

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

1. Scope of Services.

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, as **On Call Engineering, Surveying, Review and Engineering Support Consultant and Grant Writing Assistance as assigned by task order** that are requested by the City of Sedro-Woolley.

2. Relationship of Parties.

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

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

3. Time of Performance.

The service of the Contractor is to commence

on or before _____

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

The service of the Contractor is to be completed

- not later than _____
 pursuant to the schedule set forth on Attachment C, Schedule of Work.

4. Standard of Care.

Contractor shall exercise the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed.

5. Delays and Extensions of Time.

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

6. Compensation and Schedule of Payments.

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

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

Cost not to exceed \$ **25,000.00** without prior approval of the Director of Public Works/City Engineer.

7. Ownership of Records and Documents.

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

8. Termination.

The term of this agreement shall be from the date signed through **December 31, 2013**.

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

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

to this agreement.

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

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

9. Evaluation and Compliance with the Law.

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

10. 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.

11. City Business and Occupation License.

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

12. Indemnification / Hold Harmless.

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

13. Insurance.

The Contractor shall provide proof to the City that it **and its subcontractors** are insured under professional liability insurance policies covering the work within the scope of this agreement, in such form and amounts (**\$2 Million**) as are acceptable to the City.

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 (**\$2 Million**) 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.

14. Employment Security.

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

15. Amendments.

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

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

19. Notices.

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

20. Choice of Law/Venue.

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

21. 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.

22. Non-exclusive Agreement.

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

23. MRSC Roster Registration.

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

24. Washington State Department of Retirement Systems.

Have you retired under the 2008 early retirement factors? Yes No N/A

25. 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-consultants are listed on any state or federal debarment list.

DATED this **13th** day of **December, 2012**.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

Finance Director

Approved as to Form:

City Attorney

CONTRACTOR:

David Evans and Associates Inc.

By: _____

EXHIBIT B

FEE SCHEDULE

AUDITED COST PLUS

David Evans and Associates, Inc. - Puget Sound Region

Last Revised: November 2012

City of Sedro Woolley - 2013 On-Call Transportation Engineering

PROFESSIONAL CLASSIFICATION	HOURLY BILLING RATE	
	Min	Max
ADMINISTRATIVE		
Principal In Charge (PICH)	\$152.67	\$268.70
Senior Project Manager (SPJM)	\$152.67	\$244.27
Project Manager (PMGR)	\$122.14	\$235.11
Executive Administrator (EXAD)	\$70.23	\$155.72
Project Administrator (PADM)	\$54.96	\$106.87
Administrative Assistant (ADMA)	\$42.75	\$94.66
Office Assistant (OFFA)	\$30.53	\$54.96
ENGINEERING		
Engineering Manager (ENGM)	\$146.56	\$250.38
Managing Professional Engineer (MGPE)	\$122.14	\$225.95
Senior Professional Engineer (SPEN)	\$91.60	\$207.63
Professional Engineer (PFEN)	\$76.34	\$152.67
Transmission Engineer (TRNS)	\$97.71	\$140.46
Electrical Engineer (ELEC)	\$91.60	\$207.63
Sr. Design Engineer (SDEN)	\$97.71	\$140.46
Design Engineer (DEEN)	\$61.07	\$125.19
Designer (DESG)	\$45.80	\$85.50
Design Technician (DETE)	\$30.53	\$67.17
CADD Manager (CADM)	\$67.17	\$137.40
3D CADD Simulation Technician (CA3D)	\$67.17	\$137.40
Sr. CADD Technician (SCAD)	\$67.17	\$137.40
CADD Designer (CDSN)	\$61.07	\$103.82
CADD Technician (CADD)	\$42.75	\$88.55
Intern (INTN)	\$33.59	\$51.91
STRUCTURAL ENGINEERING		
Senior Structural Engineer (SSTE)	\$91.60	\$201.52
Senior Bridge Engineer (SBEN)	\$116.03	\$183.20
Structural Engineer (STEN)	\$61.07	\$140.46
Bridge Engineer (BREN)	\$61.07	\$140.46
CONSTRUCTION ENGINEERING		
Senior Construction Inspector (SCIN)	\$109.92	\$152.67
Construction Inspector (CINS)	\$91.60	\$122.14
Construction Engineer (CENG)	\$61.07	\$109.92
GIS		
GIS Manager (GISM)	\$97.71	\$137.40
Sr. GIS Specialist (SGIS)	\$73.28	\$106.87
LANDSCAPE ARCHITECTURE		
Landscape Architecture Manager (LAMN)	\$91.60	\$134.35
Sr. Landscape Architect (SLAN)	\$82.44	\$134.35
Landscape Architect (LAAR)	\$45.80	\$91.60

FEE SCHEDULE

AUDITED COST PLUS

David Evans and Associates, Inc. - Puget Sound Region

Last Revised: November 2012

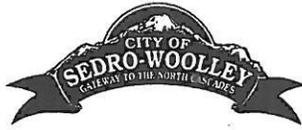
City of Sedro Woolley - 2013 On-Call Transportation Engineering

PROFESSIONAL CLASSIFICATION	HOURLY BILLING RATE	
	Min	Max
Sr. Landscape Designer (SLAD)	\$58.01	\$106.87
NATURAL RESOURCES		
Natural Resources Manager (NATR)	\$122.14	\$235.11
Managing Scientist (MSCI)	\$116.03	\$186.26
Sr. Scientist (SSCI)	\$76.34	\$152.67
Scientist (SCIT)	\$45.80	\$100.76
Field Scientist (FSCI)	\$30.53	\$51.91
Sr. Environmental Planner (SEVP)	\$88.55	\$134.35
Environmental Planner (ENVP)	\$45.80	\$119.08
WATER RESOURCES		
Water Resources Engineer (WREN)	\$97.71	\$152.67
PLANNING		
Sr. Planner (SPLN)	\$106.87	\$198.47
Planner (PLNR)	\$45.80	\$119.08
PUBLIC RELATIONS		
Public Relations Manager (PRMR)	\$91.60	\$167.94
Public Relations Coordinator (PRCO)	\$45.80	\$100.76
Sr. Graphic Specialist (SGRP)	\$54.96	\$106.87
Graphic Specialist (GRPH)	\$36.64	\$61.07
SURVEYING		
Survey Manager (SVYM)	\$122.14	\$235.11
Sr. Professional Land Surveyor (SPLS)	\$97.71	\$195.42
Professional Land Surveyor (PLSU)	\$61.07	\$140.46
Project Surveyor (PSVR)	\$67.17	\$119.08
Survey Technician (SVTE)	\$42.75	\$106.87
Party Chief (PCHF)	\$54.96	\$106.87
Instrument Person (INST)	\$36.64	\$85.50

Negotiated Overhead Rate:

Negotiated Fee Rate:

Total



PROFESSIONAL SERVICES AGREEMENT No. 2013-PS-12
(To be used for *consultant services excluding engineers and architects*)

This Agreement made and entered into this **13th** day of **December, 2012** by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City" and **LJF Document Imaging Services**, whose address is **PO Box 131, Rockport, WA 98283**, hereinafter referred to as the "Contractor".

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

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

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

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

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

1. Scope of Services.

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, as **Document Imaging Services** that are requested by the City of Sedro-Woolley.

2. Relationship of Parties.

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

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

3. Time of Performance.

The service of the Contractor is to commence

on or before _____

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

The service of the Contractor is to be completed

not later than _____

[] pursuant to the schedule set forth on Attachment C, Schedule of Work.

4. Standard of Care.

Contractor shall exercise the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed.

5. Delays and Extensions of Time.

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

6. Compensation and Schedule of Payments.

City shall pay the Contractor its hourly rates pursuant to the schedule set forth on **Exhibit B**. The Contractor shall be paid monthly on the basis of invoices for compensation earned by the Contractor during the billing period, as agreed by the parties. Payment shall be made within ten (10) days after approval of the voucher by the City council.

Cost not to exceed \$ **1,000.00** without prior approval of the Director of Public Works/City Engineer.

7. Ownership of Records and Documents.

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

8. Termination.

The term of this agreement shall be from the date signed through **December 31, 2013**.

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

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

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

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

9. Evaluation and Compliance with the Law.

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

10. 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.

11. City Business and Occupation License.

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

12. Indemnification.

The 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.

The 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.

The 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.

The 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.

The 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.

13. Insurance.

The Contractor shall provide proof to the City that it **and its subcontractors** are insured under professional liability insurance policies covering the work within the scope of this agreement, in such form and amounts (**\$2 Million**) as are acceptable to the City. (*Waived – MF*)

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 (**\$2 Million**) as are acceptable to the City. (*Waived – MF*)

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.

(Waived – MF)

14. Employment Security.

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

15. Amendments.

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

16. Scope of Agreement.

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

17. Ratification.

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

18. Assignability.

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

19. Notices.

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

20. Choice of Law/Venue.

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

21. 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.

22. Non-exclusive Agreement.

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

23. MRSC Roster Registration.

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

24. Washington State Department of Retirement Systems.

Have you retired under the 2008 early retirement factors? Yes No N/A

25. 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-consultants are listed on any state or federal debarment list.

DATED this **13th** day of **December, 2012**.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

Finance Director

Approved as to Form:

City Attorney

CONTRACTOR:

LJF Document Imaging Services

By: _____

LJF Document Imaging Services

EXHIBIT B

Providing quality records preservation through reliable digital processes

Dear Julie:

Following are process and related pricing parameters that covers most ERM (Electronic Records Management) projects for 2013.

Process:

- I will prepare, scan, and analyze standard size documents 8.5x14 and under.
- I will prepare, scan, and analyze larger format size document 12x18 to 36x48.
- I can provide color replications up to 12x18.
- Preparation of all your paper items to be converted will be performed in a controlled process to insure items are returned to their original folders in a manner and order requested by you.
- I will deliver your digital file images in multi-page PDF and/or Tiff file format, indexed by file name per your specifications, and stored in a searchable registry.
- Finished deliverable will be a copy of the completed registry on CD, DVD, or other storage device if requested.

Pricing:

Below are 2 pricing options for your consideration.

A.) Strait Hourly: I will perform all processes and provide deliverables described above, along with any other requests that you might have for \$30.00 an hour.

B.) Price per Process: I will perform all processes and provide deliverables described above for the following pricing breakdown.

- | | |
|--|-------------|
| • Scan standard size documents up to 8.5 x 14 | \$0.35 each |
| • Color replications | \$1.25 each |
| • Scan large format documents 12x18 | \$1.25 each |
| • Scan large format document >12x18 up to 24x36 | \$1.75 each |
| • Scan large format document >24x36 | \$2.50 each |
| • Simple Sequential Indexing up to 2 index fields | Included |
| • Simple Indexing Examples: (Smith John, Smith Rob, Smith Tom); (Projects 1988, Vacations 1988, Notes 1988); 422 H Ave., 500 H Ave., 820 H Ave.) | |
| • Initial CD/DVD – one copy | Included |
| • Handling Processes | \$30.00 hr |

Handling Processes is defined as all processes other than scanning to include:

- Pre-scan file preparation of all size documents and re-assembly of hard files.
- Append/insert related digital images to existing digital multi-page files, such as updated documents, color or grey scale items, and large format images which are processed in separate scan flows.
- Complex indexing: Non sequential numbering or alpha indexing; Reference numbering 4 digits or more; Simple indexing requiring more than 2 index fields.
- More Indexing Concepts: There are deeper indexing concepts that we can explore if that is your preference, such as OCR, database file links, and Excel creation and management.

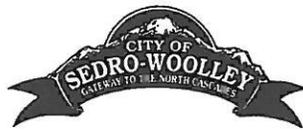
Thank you for your continued interest Julie; I am confident that you and the City of Sedro-Woolley will be pleased with my services.

Lawrence Franks



PO Box 131, Rockport, WA 98283 (360) 853-7760, (360) 333-2906

lawrencefranks@^{Frontier}peoplepc.com



PROFESSIONAL SERVICES AGREEMENT No. 2013-PS-13
(To be used for *consultant services excluding engineers and architects*)

This Agreement made and entered into this 13th day of **December, 2012** by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as “City” and **The Plant Man**, whose address is **17098 Trout Drive, Mount Vernon, WA 98274**, hereinafter referred to as the “Contractor”.

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

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

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

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

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

1. Scope of Services.

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, as **Part 1: Broker Services for nursery stock sales from the Swedelius and Lemley Tree Farm sites on a Fee Basis and Part 2: Consultant Services for Management of the Swedelius Tree Farm Site and Miscellaneous Landscape Planting Assistance on a Volunteer Basis** that are requested by the City of Sedro-Woolley.

2. Relationship of Parties.

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

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

3. Time of Performance.

The service of the Contractor is to commence
[X] as needed.

[] as soon as practicable after the execution of this Agreement shall be undertaken so as to ensure its expeditious completion in light of the purpose of this Agreement.
The service of the Contractor is to be completed

- [] not later than _____
- [] pursuant to the schedule set forth on Attachment C, Schedule of Work.

4. Standard of Care.

Contractor shall exercise the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed.

5. Delays and Extensions of Time.

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

6. Compensation and Schedule of Payments.

For services under Part 1 Broker Services for nursery stock sales from the Swedelius and Lemley Tree Farm sites, the city will compensate Contractor 20% of receipts from sales

For services under Part 2: Consultant Services for Management of the Swedelius and Lemley Tree Farm Site and Miscellaneous Landscape Planting Assistance on a Volunteer Basis, no compensation will be paid.

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

Cost not to exceed \$ 5,000.00 without prior approval of the Director of Public Works/City Engineer.

7. Ownership of Records and Documents.

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

8. Termination.

The term of this agreement shall be from the date signed through **December 31, 2013.**

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

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

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

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

9. Evaluation and Compliance with the Law.

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

10. 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.

11. City Business and Occupation License.

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

12. Indemnification.

The 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.

The 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.

The 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.

The 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.

The 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.

13. Insurance.

Insurance not required per Public Works Director for Part 1 Broker Services.

Contractor will be covered by City policies when working as Volunteer Consultant under Part 2. Volunteer hours will be scheduled with the Public Works Director or his designee.

14. Employment Security.

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

15. Amendments.

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

16. Scope of Agreement.

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

17. Ratification.

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

18. Assignability.

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

19. Notices.

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

20. Choice of Law/Venue.

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

21. 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.

22. Non-exclusive Agreement.

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

23. MRSC Roster Registration. *(Not required per Public Works Director)*

24. Washington State Department of Retirement Systems.

Have you retired under the 2008 early retirement factors? Yes No N/A

25. 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-consultants are listed on any state or federal debarment list.

DATED this 13th day of December, 2012.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

Finance Director

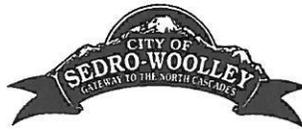
Approved as to Form:

City Attorney

CONTRACTOR:

The Plant Man

By: _____



PROFESSIONAL SERVICES AGREEMENT No. 2013-PS-14
(To be used for engineering and architect services)

This Agreement made and entered into this **13th** day of **December, 2012** by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City" and **The Transpo Group Incorporated** whose address is **11730 118th Avenue NE, Ste 600, Kirkland, WA 98034**, hereinafter referred to as the "Contractor".

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

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

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

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

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

1. Scope of Services.

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, as **On Call Transportation Services as assigned by task order** that are requested by the City of Sedro-Woolley.

2. Relationship of Parties.

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

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

3. Time of Performance.

The service of the Contractor is to commence

on or before _____

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

The service of the Contractor is to be completed

- [] not later than _____
[] pursuant to the schedule set forth on Attachment C, Schedule of Work.

4. Standard of Care.

Contractor shall exercise the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed.

5. Delays and Extensions of Time.

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

6. Compensation and Schedule of Payments.

City shall pay the Contractor its hourly rates pursuant to the schedule set forth on **Exhibit B**. The Contractor shall be paid monthly on the basis of invoices for compensation earned by the Contractor during the billing period, as agreed by the parties. Payment shall be made within ten (10) days after approval of the voucher by the City council.

Cost not to exceed \$ **10,000.00** without prior approval of the Director of Public Works/City Engineer.

7. Ownership of Records and Documents.

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

8. Termination.

The term of this agreement shall be from the date signed through **December 31, 2013**.

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

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

to this agreement.

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

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

9. Evaluation and Compliance with the Law.

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

10. 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.

11. City Business and Occupation License.

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

12. Indemnification / Hold Harmless.

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

13. Insurance.

The Contractor shall provide proof to the City that it **and its subcontractors** are insured under professional liability insurance policies covering the work within the scope of this agreement, in such form and amounts (**\$2 Million**) as are acceptable to the City.

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 (**\$2 Million**) 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.

14. Employment Security.

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

15. Amendments.

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

16. Scope of Agreement.

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

17. Ratification.

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

18. Assignability.

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

19. Notices.

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

20. Choice of Law/Venue.

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

21. 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.

22. Non-exclusive Agreement.

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

23. MRSC Roster Registration.

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

24. Washington State Department of Retirement Systems.

Have you retired under the 2008 early retirement factors? Yes No N/A

25. 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-consultants are listed on any state or federal debarment list.

DATED this 13th day of **December, 2012.**

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

Finance Director

Approved as to Form:

City Attorney

CONTRACTOR:

The Transpo Group Incorporated

By: _____

EXHIBIT B



Transpo Billing Rate Range Schedule

Updated 07/28/2012

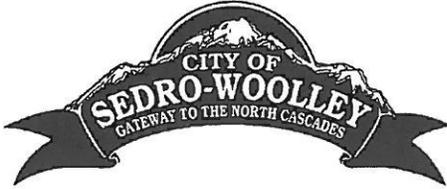
Rates are effective July 28, 2012 through July 26, 2013

Category	Billing Rate Range	
	Min	Max
Engineer/Planner - Principal	\$200	\$250
Engineer/Planner/Analyst/Proj Adm - Senior Level III	\$160	\$200
Engineer/Planner/Analyst/Proj Adm - Senior Level II	\$145	\$165
Engineer/Planner/Analyst/Proj Adm - Senior Level I	\$120	\$155
Engineer/Planner/Analyst/Proj Adm - Level III	\$80	\$130
Engineer/Planner/Analyst/Proj Adm - Level II	\$65	\$110
Engineer/Planner/Analyst/Proj Adm - Level I	\$50	\$100

CITY COUNCIL AGENDA
REGULAR MEETING

DEC 12 2012

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



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

Mark A. Freiburger, PE
Director of Public Works

Memorandum

Date: December 5, 2012 (for Council action December 12, 2012)
To: Mayor Anderson and City Council Members
From: Mark A. Freiburger, PE, Director of Public Works
Subject: **TIB Fuel Tax Grant Distribution Agreement No. 3-W-126(002)-1
Third Street, Sterling to State Overlay Project**

ISSUE:

Shall council move to approve commitment of \$47,000 in local funds as match for the Third Street, Sterling to State Overlay Project, and authorize Mayor Anderson to execute the attached Fuel Tax Grant Distribution Agreement with the Transportation Improvement Board?

BACKGROUND/DISCUSSION:

On November 16, 2012, the city was awarded a \$420,000 grant for overlay of the 3rd Street from Sterling to State Street, with \$47,000 in matching funds required. Council authorized submittal of the grant request and committed the city's matching funds totaling \$40,000 from Account 104 REET Overlay line item at the August 22, 2012 council meeting. The motion includes increase of the matching funds from \$40,000 to \$47,000, with the increase also from the Account 104 REET Overlay line item. The 2013 Budget for this item includes \$75,000 for overlays, leaving \$28,000 for other work.

The attached Agreement formalizes the grant. Staff recommends authorization for the mayor to execute the agreement with TIB.

MOTION:

Move to approve commitment of \$47,000 in local funds as match for the Third Street, Sterling to State Overlay Project, and authorize Mayor Anderson to execute Fuel Tax Grant Distribution Agreement No. 3-W-126(002)-1 with the Transportation Improvement Board in the amount of \$420,000.



City of Sedro Woolley
3-W-126(002)-1
FY 2014 Arterial Preservation Project
Multiple Locations

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Sedro Woolley
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the FY 2014 Arterial Preservation Project, Multiple Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Sedro Woolley, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$420,000 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT'S Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT'S submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable



amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for costs incurred in excess of the grant amount. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the original ratio between TIB funds and total project costs.



12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Signature of Chairman/Mayor Date

Executive Director Date

Print Name

Print Name



Transportation Improvement Board
Project Funding Status Form

Agency: **SEDRO WOOLLEY**

TIB Project Number: **3-W-126(002)-1**

Project Name: **FY 2014 Arterial Preservation Project
 Multiple Locations**

Verify the information below and revise if necessary.

Return to:
 Transportation Improvement Board
 PO Box 40901
 Olympia, WA 98504-0901

PROJECT SCHEDULE

	Target Dates
Construction Approval Date	
Contract Bid Award	
Contract Completion	

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
SEDRO WOOLLEY	47,000	
WSDOT	0	
Federal Funds	0	
TOTAL LOCAL FUNDS	47,000	

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

Mayor or Public Works Director

[Handwritten Signature]

Signature

12/5/2012

Date

Mark A. Freiburger

Printed or Typed Name

Director of Public Works

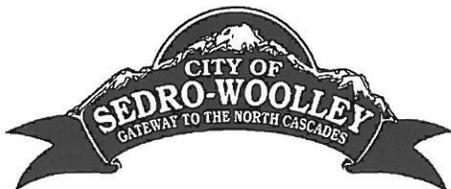
Title

Financial Officer

CITY COUNCIL AGENDA
REGULAR MEETING

DEC 12 2012

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 53



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

Mark A. Freiberger
Director of Public Works

Memorandum

Date: December 5, 2012 (for Council action December 12, 2012)

To: Mayor Anderson and City Council Members

From: Mark A. Freiberger, PE, Director of Public Works

Subject: **TIB Fuel Tax Grant Distribution Agreement No. P-W-126(P02)-1
Third Street, State Street to Alley s/o Talcott Street Sidewalk Project**

ISSUE:

Shall council move to authorize Mayor Anderson to execute the attached Fuel Tax Grant Distribution Agreement with the Transportation Improvement Board?

BACKGROUND/DISCUSSION:

On November 16, 2012, the city was awarded a \$118,000 grant for construction of the 3rd Street Sidewalk Replacement Project, with \$31,400 in matching funds from the City's Account 104 REET Sidewalk Repair and Maintenance line item budgeted for 2013. Council authorized submittal of the grant request and committed the city's matching funds totaling \$31,400 at the August 22, 2012 council meeting.

The attached Agreement formalizes the grant. Staff recommends authorization for the mayor to execute the agreement with TIB.

MOTION:

Move to authorize Mayor Anderson to execute Fuel Tax Grant Distribution Agreement P-W-126(P02)-1 with the Transportation Improvement Board in the amount of \$118,000.



City of Sedro Woolley
P-W-126(P02)-1
Third Street
State Street to Alley s/o Talcott Street

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Sedro Woolley
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Third Street, State Street to Alley s/o Talcott Street (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Sedro Woolley, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$118,000 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT'S Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT'S submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable



amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for costs incurred in excess of the grant amount. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the original ratio between TIB funds and total project costs.



12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Signature of Chairman/Mayor Date

Executive Director Date

Print Name

Print Name



Transportation Improvement Board
Project Funding Status Form

Agency: **SEDRO WOOLLEY**
 Project Name: Third Street
 State Street to Alley s/o Talcott Street

TIB Project Number: **P-W-126(P02)-1**

Verify the information below and revise if necessary.

Return to:
 Transportation Improvement Board
 PO Box 40901
 Olympia, WA 98504-0901

PROJECT SCHEDULE

	Target Dates
Construction Approval Date	
Contract Bid Award	
Contract Completion	

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
SEDRO WOOLLEY	31,400	
WSDOT	0	
Federal Funds	0	
TOTAL LOCAL FUNDS	31,400	

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

Mayor or Public Works Director

Mark A. Freiberger
 Signature

12/5/2012
 Date

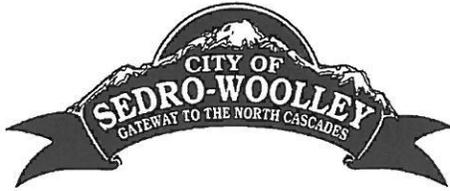
Mark A. Freiberger
 Printed or Typed Name

Director of Public Works
 Title

Financial Officer

CITY COUNCIL AGENDA
REGULAR MEETING

DEC 12 2012



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

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

Mark A. Freiberger, PE
Director of Public Works

Memorandum

Date: December 5, 2012 (for Council action December 12, 2012)

To: Mayor Anderson and City Council Members

From: Mark A. Freiberger, PE, Director of Public Works

Subject: **TIB Fuel Tax Grant Distribution Agreement No. 8-2-126(009)-1
SR20; Cook Rd; Edward R. Murrow Street MP 64.81 to MP 65.16; Murrow
Street to SR 20 to Cook Road**

ISSUE:

Shall council move to approve commitment of \$274,468 in local funds as match for the project and authorize Mayor Anderson to execute the attached Fuel Tax Grant Distribution Agreement with the Transportation Improvement Board?

BACKGROUND/DISCUSSION:

On November 16, 2012, the city was awarded a \$3,614,707 grant for construction of the SR20/Cook Road Realignment and Extension Project, with \$165,000 in matching funds from the City's GMA Impact Fee account and \$109,468 in estimated donations of city-owned property for use as right of way. Council authorized submittal of the grant request and committed the city's matching funds totaling \$274,000 at the August 22, 2012 council meeting. The difference in the city's funding commitment is due to rounding of the August 22, 2012 council memo; the actual amount as per the grant application is \$274,468.

The attached Agreement formalizes the grant. Staff recommends authorization for the mayor to execute the agreement with TIB.

MOTION:

Move to approve commitment of \$274,468 in local match funds and to authorize Mayor Anderson to execute the Fuel Tax Grant Distribution Agreement 8-2-126(009)-1 with the Transportation Improvement Board in the amount of \$3,614,707.



City of Sedro Woolley

8-2-126(009)-1

SR 20; Cook Rd; Edward R Murrow St

MP 64.81 to MP 65.16; Murrow Street to SR 20 to Cook Road

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Sedro Woolley
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the SR 20; Cook Rd; Edward R Murrow St, MP 64.81 to MP 65.16; Murrow Street to SR 20 to Cook Road (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Sedro Woolley, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$3,614,707 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT'S Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT'S submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as



often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for costs incurred in excess of the grant amount. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the original ratio between TIB funds and total project costs.



12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 49 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Signature of Chairman/Mayor Date

Executive Director Date

Print Name

Print Name



Transportation Improvement Board
Project Funding Status Form

Agency: **SEDRO WOOLLEY**

TIB Project Number: **8-2-126(009)-1**

Project Name: SR 20; Cook Rd; Edward R Murrow St
 MP 64.81 to MP 65.16; Murrow Street to SR 20 to Cook Road

Verify the information below and revise if necessary.

Return to:
 Transportation Improvement Board
 PO Box 40901
 Olympia, WA 98504-0901

PROJECT SCHEDULE

	Target Dates
Construction Approval Date	
Contract Bid Award	
Contract Completion	

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
SEDRO WOOLLEY	274,468	
WSDOT	580,000	
Federal Funds	625,000	
Skagit Transit	29,016	
SeaLand Corp ROW Donation	169,214	
TOTAL LOCAL FUNDS	1,677,698	

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

Mayor or Public Works Director

Donald G. ...
 Signature

12/5/2012
 Date

Mark A. Freiberger
 Printed or Typed Name

Director of Public Works
 Title

Financial Officer



National Hose Testing Specialties, Inc.

2013 FIRE HOSE TESTING AGREEMENT REGULAR MEETING

Date issued: December 1st, 2012

DEC 1 2 2012

WAD210

This agreement is entered into by and between National Hose Testing Specialties, Inc., a corporation (hereinafter known as, **National**) and "**SEDRO - WOOLLEY FIRE DEPARTMENT**", a municipal corporation, district or political subdivision of the State of Washington (hereinafter known as, **Department**).

790 PM COUNCIL CHAMBERS
AGENDA NO. 31

THIS DOCUMENT MUST BE SIGNED AND RETURNED PRIOR TO YOUR SERVICE TEST DATE.

1. **Department** hereby engages **National** and **National** agrees to conduct physical inspections, pressure tests and to provide test documentation on the fire hoses of **Department**, according to the National Fire Protection Association 1962 Standard for the Care, Use, and Service Testing of Fire Hose Including Couplings and Nozzles, 2008 edition or current edition (hereinafter known as, NFPA Standard).
 - a. **National** shall conduct a physical inspection, prior to pressure testing, as specified in Section 4.6 of NFPA Standard. All hoses failing physical inspection shall be tagged and removed from service, without being pressure tested. **Department** shall repair and be responsible for the service testing of all hoses failing physical inspection.
 - b. **National** shall conduct service pressure test in accordance with Chapter 7 of NFPA Standard. Service test pressure will be as specified in 7.1 of NFPA Standard, unless **Department** specifies lower service test pressure (See Department's Special Instructions). **National** shall not test any hoses higher than 400 psi, this being agreed with the **Department**, by the signing of this agreement.
 - c. **National**, within thirty - (30) days of completed service, shall deliver to **Department** final test documentation. Documentation provided on CD, to include date of test, service test pressure, diameter, length, identification, test results as to each length of hose and a hard copy of summary reports for all hoses. For departments desiring both CD and complete hardcopy (notebook), an additional \$150.00 fee will be charged.
 - d. **National** shall provide hydrostatic equipment required to perform **Department's** hose test.
 - e. **Department** shall provide **National** a suitable location for performance of the service test. The location shall include adequate water and electrical source for **National's** hydrostatic equipment, which water and electric power shall be provided by **Department**.
 - f. **Department** shall provide **National** a suitable area for the storage of such hoses as may require drying. **National** shall notify **Department** of hoses that require drying.
 - g. **Department** shall make available to **National** all hoses to be tested at the time and place established for the conduct of the service testing procedures and shall disclose to **National** any known defects or dangerous conditions therein.
 - h. **Department** will assemble any specialty hose packs (i.e. grass packs, forestry packs) following testing by **National**.
2. The service test date(s) will be established by agreement between the parties.
3. Based on the footage estimate provided to **National**, **Department** agrees to pay **National** 24 cents per foot, times 10,087 feet; with actual hose tested per documentation being used for billing which may increase or decrease rate per foot. Full payment due upon delivery by **National** of its final test documentation.
4. **Department** agrees to release and to defend, indemnify and hold **National** harmless from any claims, liabilities, demands, damages or actions for property damage, personal injury or death, and any claims incident thereto, including attorney fees and costs incurred in defense thereof, arising out of or relating to the failure for any reason of any hose tested and certified by **National** unless it can be established by clear and convincing evidence that **National** breached its obligation to test said hose and accurately report the result thereof in accordance with the terms of this contract and that said hose was not, as of the date tested, in fact capable of withstanding the standard test pressure established by the said NFPA Standard when tested according to the procedures therein.
5. In the event of suit or litigation arising out of or relating to this agreement, the prevailing party in such action shall be entitled to recover judgment for its reasonable attorney fees as may be awarded by the Court in which such suit or action is tried, heard or decided, and any appeal there from.
6. Please send documentation in the following form:
 - Option 1: CD with Hardcopy of Summary Reports _____
 - Option 2: CD with Complete Hardcopy _____ (Additional \$150.00)
 (Unless specifically marked above, **Department** will receive Option 1.)

DEPARTMENT'S SPECIAL INSTRUCTIONS: _____

Dated this 14 day of December, 2012

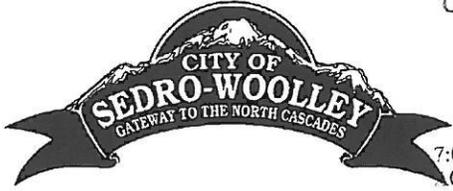
Dated this _____ day of _____, 20____

NATIONAL HOSE TESTING SPECIALTIES, INC.
Bob Evans
Signature
Bob Evans, President

AUTHORIZED DEPARTMENT REPRESENTATIVE

Signature
Title: _____

Note: The terms of this agreement are void if not signed and returned within three months of date of issue.
white copy/ office yellow copy/ customer



CITY COUNCIL AGENDA
REGULAR MEETING

DEC 12 2012

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

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

Mark A. Freiberger, PE
Director of Public Works

MEMO TO: City Council and Mayor Anderson
FROM: Mark A. Freiberger, PE
RE: **Possible Contract Award
Mechanical Street Sweeper
Ben-Ko-Matic, dba Owen Equipment**

DATE: December 7, 2012 (for Council action December 12, 2012)

RECOMMENDATION: The Public Works Department Solid Waste Division recommends that a contract in the amount of \$210,449.00, including trade in allowance and sales tax, be awarded to Ben-Ko-Matic, dba Owen Equipment, for one (1) 2011 Elgin Broom Bear Street Sweeper.

BACKGROUND: On November 12, 2012, the city advertised for bids for One (1) New or Slightly Used Mechanical Street Sweeper. Bids closed on November 29, 2012 with three bids received. The bid tabulation is attached.

The bids from Western Systems do not meet the specifications for the sweeper. The 2012 Python S2000 is a lighter duty unit than the specified product (19,500 GVWR vs specified 33,000 GVWR, 317 cu in displacement vs specified 466 cu in), and even though the price was attractive at \$166,303, would not meet the long term needs of the city, and is therefore non-responsive. The second bid from Western Systems for a 2011 Global M4 at \$193,678, is for a medium duty (27,000 GVWR vs specified 33,000 GVWR, 409 cu in displacement vs specified 466 cu in) unit in terms of performance, but the particular unit does not meet many other specification requirements, and is also non-responsive. Western offered \$8,000 trade in on our existing Athey Street Sweeper. Repairs for these units would be in Spokane, WA.

The remaining bid from Ben-Ko-Matic is for a slightly used unit with a full one-year warranty that meets the specification in detail and is recommended for award. Ben-Ko-Matic also offers \$5,500 for trade in of our existing Athey Street Sweeper. The repair location is in Kent, Washington.

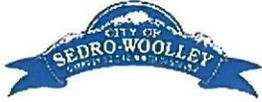
Attached is the recommendation from Leo Jacobs, Solid Waste Division/Fleet Division Superintendent.

FINANCIAL:

The purchase is budgeted from the Equipment Repair & Replacement Fund for a 2013 purchase, with a budget total of \$216,500. The proposed award will total \$216,400 with sales tax. After the trade-in allowance, the total purchase will be \$210,449.00, which is under the budgeted amount. Delivery and invoicing of the unit will be in early 2013.

MOTION:

Move to award a contract in the amount of \$210,449.00, including trade in allowance and sales tax, be awarded to Ben-Ko-Matic, dba Owen Equipment, for one (1) 2011 Elgin Broom Bear Street Sweeper.



City of Sedro-Woolley

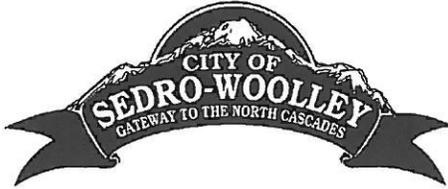
PRELIMINARY - BID SUMMARY

USED STREET SWEEPER

BID OPENING: November 29, 2012, 2:00 PM

RANK	COMPANY NAME	Year/Make	TOTAL BID AMOUNT Including WSST (prior to trade in)	Trade In Value
1	Western Systems Refuse & Street Equipment	2012 Python S2000	\$ 166,303.00	\$ 8,000.00
2	Western Systems Refuse & Street Equipment	2011 Global M4	\$ 193,678.00	\$ 8,000.00
3	Ben-Ko-Matic, dba Owen Equipment	2011 Elgin Broom Bear	\$ 216,400.00	\$ 5,500.00

RECORDED BY: Mark A. Freiburger, Director of Public Works



Solid Waste & Fleet Division
315 Sterling Street
Sedro-Woolley, WA 98284
Phone (360) 855-1884
Fax (360) 855-9024
E-Mail ljacobs@ci.sedro-woolley.wa.us

Leo Jacobs,
Solid Waste & Fleet Supervisor

MEMO TO: Mark A. Freiberger, PE
FROM: Leo Jacobs
RE: Sweeper Recommendation
Date: December 7, 2012

BACKGROUND: We were to replace Unit 305 the Street Sweeper. Our City Mechanic has worked on these types of units for 30 plus years and he was seeing signs of break down and if there was a chance to replace it we should take it. The EPA Emission standards are putting significant cost increases to new equipment. As we started looking for Sweepers Demos we came across this used unit which is a 2012 and is one of the last units that do not have the new emissions system on it. It is 2012 emission compliant.

FINANCIAL: The new 2013 models are around \$272,387 this unit it slightly used and is still under warranty, and saves us a great deal of money. The savings if we buy this used unit is around \$61,477

ANALYSIS: I recommend the Broom Bear by Owens Equipment; this is the heavy duty unit we wrote the specs for. And it meets are heavy duty specs.

The Python S2000 is typically a light duty sweeper truck for small jobs and not the type of unit a bigger municipality would use like we do day in day out and with higher workloads anticipated in the future. Chassis is rated for full loading; it may also over rate the brakes. It also has an auxiliary engine, so that means more service and repairs.

The global M-4 is a nice sweeper but it is still medium to medium high duty, the unit does not meet specs. Specifically no remote mirrors, no air ride seat for driver comfort, the air system in the Owens make less work for driver in certain situations for driver not to get out and clear a catch basin by hand, saving time and increasing capacity for actual sweeping time.



ENVIRONMENTAL SALES • SERVICE • SUPPLIES

November 20, 2012

Mr. Leo Jacobs
City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284

RE: Bid for New or Slightly Used Mechanical Street Sweeper

Dear Leo,
Owen Equipment is very pleased to have the opportunity to respond to your Invitation to Bid for a New or Slightly Used Mechanical Street Sweeper. Please find enclosed the completed Bid Submittal Sheets.

We look forward to working with you in the future and appreciate this chance to earn your business.

Sincerely,

A handwritten signature in black ink that reads "Paul F. Schmidt".

Paul F. Schmidt
Equipment Sales

Attachments:

- City of Sedro Woolley Bid Submittal Sheets
- Vendor Explanations
- LifeLiner Hopper System Lifetime Warranty clarification

Portland 12831 NE Whitaker Way • PO Box 30959 • Portland, OR 97294
(503) 255-9055 • fax (503) 256-3880

Kent 848 3rd Ave South • Kent, WA 98032
(253) 852-5819 • fax (253) 852-8913

www.owenequipment.com



**City of Sedro-Woolley
NEW OR SLIGHTLY USED MECHANICAL STREET
SWEEPER BID SUBMITTAL SHEET**

Description	Price Per Unit	Qty	Extended Price
New or Slightly Used Mechanical Street Sweeper, including delivery Make/model bid: <u>2011 Elgin Broom Best</u>	\$ 200,000.00	X1	\$ 200,000.00
SUBTOTAL			\$ 200,000.00
<u>8.2</u> % Washington State Sales Tax			\$ 16,400.00
TOTAL			\$ 216,400.00
OPTION: Trade in allowance for 2001 Athey Street Sweeper			\$ <u>5,500.00</u>
TOTAL WITH CREDIT			\$ 210,449.00

State the number of calendar days to have a guaranteed delivered to Sedro-Woolley after receipt of Purchase Order: 30 days

Will you sell additional units to Sedro-Woolley or other government agencies within the State of Washington at the bid price, terms and conditions until further notice? The City of Sedro-Woolley accepts no responsibility for the payment of the purchase price by other government agencies.

Yes No

Has company been in bankruptcy, reorganization or receivership in the last 5 years?

Yes No

Has company been disqualified or debarred by any public agency, including the Federal Government, from participation in public contracts?

Yes No

Has the company operated at least 1 year without interruption?

Yes No

Has an owner of the company been convicted of a crime within the past 10 years?

Yes No

Does any employee or official of the City have any financial or other interest in your firm? Yes No

Does the bid include the completed **Minimum Specifications** sheet?

Yes No

The undersigned hereby accepts the terms and conditions as set forth herein. **This must be signed and dated by the bidder or a representative legally authorized to bind the bidder.**

FULL LEGAL NAME OF COMPANY Ben-Ko-Matic, dba Owen Equipment
 ADDRESS 13101 NE Whitaker Way
 CITY/STATE/ZIP Portland, OR 97230
 EMAIL ADDRESS: pschmidt@owenequipment.com
 PHONE 503-255-9055 FAX 253-852-8913
 NAME (PLEASE PRINT) Paul Schmidt TITLE Sales

Owen Equipment 1 of 14

SIGNED
SEDRO-WOOLLEY BUSINESS
LICENSE

Paul F. Schmidt

DATE 11-20-12

To Follow upon acceptance

City of Sedro-Woolley
NEW OR SLIGHTLY USED MECHANICAL STREET
SWEEPER
CUSTOMER REFERENCES

1. Company Name Pierce County
Business Address 1420 E 112th Street
Name of Contact Alan Kies
Title of Contact Equipment Manager
Telephone Number of Contact 253-798-6805
Description of Order 8 Broom Bears
Date of Order 2010

2. Company Name King County, Dept. of Transportation
Business Address 155 Monroe Avenue NE
Name of Contact Bob Toppen
Title of Contact Equipment Manager
Telephone Number of Contact 206-296-8159
Description of Order 6 Broom Bears
Date of Order 2006/2010

VENDOR INFORMATION

Years of Operation: 6

Warranty Policies and Procedures: _____

Service and Repair Facility location:
8721 South 218th Street, Kent, WA 98031

**City of Sedro-Woolley
NEW OR SLIGHTLY USED MECHANICAL STREET
SWEEPER
NON COLLUSION CERTIFICATION**

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this bid/quote, and is in all respects fair and without collusion or fraud.

The below signed bidder has not divulged to nor has discussed or compared his bid with other bidders and had not colluded with any other bidder or parties to bid whatsoever. Note: No premiums, rebates or gratuities to any employee or agent are permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material as applicable.

Company Name: Ben-ko-Matic dba Owen Equipment

Mailing Address: 13101 NE Whitaker Way

City/State/Zip: Portland, OR 97230

Title: Sales

Date: 11-20-12

Authorized Signature: Paul F. Schmidt
(written)

Authorized Signature: PAUL F. SCHMIDT
(typed/printed)

MINIMUM SPECIFICATIONS

New or Slightly Used Mechanical Street Sweeper

Bidder will complete this form as indicated and include with the Bid Form.

		COMPLY	
		YES	NO
1.0	CHASSIS (International Durastar 4300 2011 OR EQUAL)	X	
1.01	For safety, service, parts availability, etc the chassis shall be of a commercially available conventional cab type configuration (International Durastar or equal). A purpose built chassis manufactured by the sweeper company will not be acceptable.	X	
1.02	The wheelbase shall not exceed 138 inches; cab-to-axle shall be 70 in. Overall length not to exceed 271 inches. Outside width in transport mode not to exceed 8'. Overall height not to exceed 9'.	X	
1.03	Gross Vehicle Weight Rating (GVWR) shall be not less than 33,000 pounds.	X	
1.04	For safety, certification of Federal Motor Vehicle Safety Standard (FMVSS) compliance must be submitted with the proposal. Failure to comply will result in proposal being rejected as "non-responsive".	X	
1.05	Chassis shall be capable of safely propelling the sweeper, loaded to the maximum GVWR, under all normal sweeping and transport conditions.	X	
1.06	Vehicle shall be rated for carrying an 11,000 lbs. load in the hopper at highway speed of 55 MPH and should not be speed restricted by tire limitations.	X	
1.07	Speed shall be governed at 62 MPH.		
1.08	Front axle shall be an I-beam type, 68" track; with a minimum capacity of 10,000 lbs. Front axle shall have leaf spring suspension and shock absorbers as standard equipment to avoid high stress areas and cracking of the chassis.	X	
1.09	Rear axle shall have a minimum capacity of 23,000 lbs.	X	
1.10	Rear suspension shall be provided through a twin air spring suspension system having a minimum capacity of 23,000 pounds.	X	
1.11	Rear axle shall provide a full width heavy duty, 80" track.	X	
1.12	Two-speed rear axle shall have a 6.67/9.08:1 ratio. An auxiliary transmission for sweeping is not acceptable.	X	
1.13	Turning radius shall not exceed 19ft 6 in curb to curb. Front axle steering cut shall be 50 degrees minimum.	X	
1.14	Brakes shall be full air dual circuit type with auto slack adjusters, front and rear. Wabco ABS brakes shall be supplied. Hydraulic brakes shall not be acceptable.	X	
1.15	Air compressor shall be 13.2 CFM.	X	
1.16	Parking brake shall be spring applied rear wheel drum and shoe.	X	
1.17	Air shall be equipped with a Bendix AD-1P heated air dryer.	X	
1.18	Chassis shall include front bumper. Access to frame on both sides of machine for jacking purposes shall be available.	X	
2.0	CHASSIS ENGINE		
2.01	Diesel engine shall be an electronic inline 6 cylinder, turbocharged, 466 cubic inch displacement. The engine shall supply power for propulsion and sweeper functions.	X	
2.02	Horsepower rating shall be 230 HP @ 2200 RPM. Torque rating shall be 660 ft-lbs. @ 1300 RPM.	X	
2.03	Engine shall be supplied with a low oil pressure and high water temperature warning system integrated in the engine electronic system.	X	
2.04	Engine shall be equipped with a single stage, dual element dry-type air cleaner, spin-on fuel filter, full flow oil filter, and fuel water separator.	X	
2.05	Radiator fan shall utilize a clutch type drive. Direct drive fans shall not be acceptable.	X	
2.06	Anti-freeze/water mixture shall be rated at -34 F degrees.	X	
2.07	Diesel fuel tank shall have a minimum capacity of 50 U.S. gallons.	X	

Owen Equipment 5 of 14

3.0	TRANSMISSION		
3.01	Automatic transmission shall have five forward speeds and one reverse. (Allison 3500RDS or equal).	X	
3.02	Transmission shift pattern shall be illuminated for night operation. Shift operation shall be by push button in lieu of shift lever.	X	
3.03	Transmission shall be equipped with a heavy-duty oil cooler and magnetic drain plugs.	X	
3.04	Synthetic Transmission fluid (TES-295 compliant) shall be provided.	X	
4.0	TIRES AND WHEELS		
4.01	Front and rear tires shall be first line quality tubeless radial tires, 11R X 22.5, 14 ply rating.	X	
4.02	Tires shall be mounted on 10 hub piloted steel disc 22.5/8.25 rims.	X	
4.03	Rear axle shall be equipped with dual tires for load capacity and stability. Rear mud flaps shall be supplied.	X	
4.04	All wheels shall be interchangeable to allow for emergency change at the job site.	X	
5.0	CAB		
5.01	For maximum visibility, the forward line of sight (distance from operating position to view of ground) shall be 16 feet maximum.	X	
5.02	Steering shall be full power with dual operator controls. Dual OEM dash mounted instrumentation, including speedometer, odometer, tachometer, hour meter, water temperature, oil pressure, voltmeter, fuel gauge and transmission temperature gauge.	X	
5.03	Dual steering shall include right and left steering wheels, brake and throttle pedals, center mounted single windshield wiper control, dual turn signal controls, and tilt adjustment.	X	
5.04	Console shall have Left / Right primary driver switch which changes controls for the operator station and instrumentation from left to right and back. For safety driver switch can only be activated with the parking brake applied.	X	
5.05	Dual high back seats with grey vinyl covers shall be supplied.	X	
5.06	Each seat shall have a 3-point seat belt with automatic retractors.	X	
5.07	Sweeper shall include two (2) outside west coast type mirrors with molded in 8-inch convex auxiliary mirrors.	X	
5.08	Cab shall be full width metal construction with a one-piece composite tilting hood.	X	
5.09	Hydraulic functions shall be controlled by a single rocker switch which activates the hydraulic power which is supplied from the "HOT SHIFT" PTO on the transmission. The hydraulic system must be able to be disengaged in case of a hydraulic oil leak, thus allowing transport capability without draining the hydraulic oil tank. Full time live hydraulics or the use of an auxiliary transmission in the drive train will not be acceptable.	X	
5.10	For safety during night sweeping, rocker switches shall be illuminated and clearly marked for easy identification. All sweeper controls shall be mounted between the two operator stations for easy reach and visibility.	X	
5.11	Cab shall be supplied with a radio installation package.	X	
5.12	Dual electric horns shall be supplied.	X	
5.13	Cab interior environment shall be fully conditioned by fresh air heater / ventilator / defroster / air conditioning with a three speed fan.	X	
5.14	Cab shall have full flow through ventilation.	X	
5.15	Windshield wipers shall be two speeds with washer.	X	
5.16	Wipers shall have an intermittent feature.	X	
5.17	Interior of cab shall have acoustical insulation, automotive type trim, and center console.	X	
5.18	Dashboard shall be fully faced with soft molded plastic; two cup holders shall be included.	X	
5.19	Left and right hand side grab handles shall be supplied to aid in operator entry and exit from the cab.	X	
5.20	Sweeper shall have an automatic electronic back-up alarm.	X	
5.21	Each operator station shall have an adjustable sun visor.	X	
5.22	Doors and ignition shall be key locked alike.	X	
5.23	All glass shall be tinted safety glass.	X	
5.24	Side windows shall have a defogger.	X	

Owen Equipment 6 of 14

5.25	Door windows shall be roll down type. Sliding windows are not acceptable.	X	
6.0	ELECTRICAL		
6.01	Chassis alternator shall not be less than 160 amp.	X	
6.02	Shall be a 12-volt negative ground system.	X	
6.03	Dual batteries shall be maintenance free, 12 volt, and 1850 CCA total.	X	
6.04	For safety, all electrical circuits must be protected by blade type fuses.	X	
6.05	All lighting shall be DOT approved including combination stop and tail lights, backup lights, sealed multiple beam headlights, high beam - low beam switch, adjustable side broom and main broom spotlights, clearance and running lights, front parking and signal lights, four way flashers, dome light, illuminated gauges and instrument panel, illuminated rocker switches, self canceling directional signals, and hazard switch.	X	
6.06	Warning lights shall indicate glow plug, air brakes, stop and tail light failure, charging system, park brake, engine oil system, hydraulic oil filter restriction and low spray water.	X	
7.0	LIGHTING		
7.01	All lighting shall meet DOT safety requirements.	X	
7.02	Front and rear shall have clearance lights.	X	
7.03	Left and right sides shall each contain two clearance lights.	X	
7.04	Front and rear directional lights with emergency flasher shall be provided.	X	
7.05	Work lights for each gutter broom and the rear broom shall be provided.	X	
7.06	Dash, all console switches and all gauges shall be illuminated.	X	
7.07	An automatic back-up light and electric alarm shall be activated when transmission is placed into reverse.	X	
7.08	License plate holder shall be illuminated.	X	
7.09	Vehicle shall have two rear side combination light/reflectors.	X	
8.0	OTHER CHASSIS ACCESSORIES		
8.02	An AM/FM radio with CD player and 2 speakers is added to the truck.	X	
8.03	A heated Velvac moto mirror for both sides. Mirror controls to be installed in dash for single steer units and in the blower box cover for dual units.	X	
8.04	Fender mounted stainless steel 8" convex mirrors are provided to increase operator visibility.	X	
8.07	One passenger side National Air Ride Seat, cloth, no arm rest to be installed.	X	
8.11	One driver side National Air Ride Seat, cloth, no arm rest to be installed.	X	
8.28	An in-cab mounted 5 lb. (2.2 kg) ABC fire extinguisher.	X	
8.31	Three triangle shaped reflectors for emergency stopping on roadside.	X	
1.0	INTENT		
1.01	It is the intent of this specification to provide for the purchase or lease purchase of one (1) new or slightly used (slightly used being defined as a demonstration unit only with total mileage under 500 hours and) total mileage under 6,500 miles and under 550 hours. full factory warranty mechanical street sweeper having a six wheel configuration, single engine for propulsion and sweeping, 4.5 cubic yard right side variable high dumping hopper, automatic transmission, dual steering and operator controls, squeegee flight conveyor, left side and right side broom with variable down pressure controlled from cab. The following specification is based upon an Elgin Sweeper Broom Bear street sweeper mounted on an International Durastar 4300 chassis. The Sedro-Woolley Public Works Department has evaluated different types of street sweepers and has determined that this product is best suited for the Sedro-Woolley needs in safety, quality, performance, and standardization.	X	
1.01	This specification is not to be interpreted as restrictive, but rather as a measure of the safety, quality and performance against which all sweepers bid will be compared. In comparing proposals, consideration will not be confined to price only. Contract will be awarded for the product which best serves the interests of the Sedro-Woolley when cost, product, safety, quality and delivery are considered. The Sedro-Woolley reserves the right to reject any or all bids or any part thereof, and to waive any minor technicalities. A contract will be awarded to the bidder submitting the lowest responsible bid meeting the requirements.	X	
2.0	EQUIVALENT PRODUCT		

Owen Equipment 7 of 14

2.01	Bids will be accepted for consideration on any make or model that is equal or superior to the sweeper specified. Decisions of equivalency will be at the sole interpretation of the Sedro-Woolley Department of Public Works. A blanket statement that equipment proposed will meet all requirements will not be sufficient to establish equivalence. Original manufacturer's brochures of the proposed unit are to be submitted with the proposal. All modifications made to the standard production unit described in the manufacturer's brochures must be certified by the manufacturer and submitted with the bid, or the bid will be deemed "non-responsive" and rejected without further review. Bidder must be prepared to demonstrate a unit similar to the one proposed, if requested.	X	
3.0	INTERPRETATIONS		
3.01	In order to be fair to all bidders, no oral interpretations will be given to any bidder as to the meaning of the specification documents or any part thereof. Every request for such a consideration shall be made in writing to the Sedro-Woolley Clerk. Based upon such inquiry, the City may choose to issue an Addendum.	X	
4.0	GENERAL		
4.01	The specification herein states the minimum requirements of the Sedro-Woolley. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The Sedro-Woolley will consider as "irregular" or "non-responsive" any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable the Sedro-Woolley to make a reasonable determination of compliance to the specification.	X	
4.01	It shall be the bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification (COMPLY: YES NO) will cause the proposal to be rejected without review as "non-responsive". All variances, exceptions and/or deviations shall be fully described in the appropriate section. Deceit in responding to the specification will be cause for rejection.	X	
5.0	SIDE BROOMS		
5.01	Brooms shall be driven by a hydraulic motor directly mounted to broom disc plate. They shall be the vertical digger type, trailing arm design, mounted on right and left side.	X	
5.02	To hold broom pattern, regardless of up and down motion, arm suspension design shall be the parallelogram type.	X	
5.03	Broom rotation speed shall be constant governed by load sensing hydraulic system, regardless of engine RPM or sweeper ground speed.	X	
5.04	Sidebroom speed controls shall be adjustable in valve.	X	
5.05	Broom shall be five (5) plastic segments, filled with 26" long tempered wire. Discs shall be cross-drilled for 5 or 4 segment usage.	X	
5.06	Broom diameter shall not be less than 44", protruding not less than 13" beyond outside of tire while sweeping.	X	
5.07	Broom location shall be directly below the operators seat for maximum visibility.	X	
5.08	Each broom shall have a spotlight for night operation.	X	
5.09	Side brooms must be capable of extending from 110" (2794 mm) to 144" (3657 mm) with both side brooms activated.	X	
5.10	Brooms shall be pneumatically raised and lowered by the operator from the cab while moving.	X	
5.11	Suspension and pressure control shall be pneumatic, automatic self adjusting and maintain a set pattern throughout the broom life with no input from the operator. Arms shall be independently operated to maintain a set pattern over all surfaces, without the use of shocks, springs, or linkages. Broom pressure indicator shall be a gauge in the engine compartment.	X	
5.14	PM10 Compliant Oil Tempered Steel Bristles shall be provided.	X	
5.15	Electrically operated tilting mechanism allows operator to change inward/outward tip of the right Sidebroom to 20 degrees. Angle can be changed from the cab while sweeping. This allows efficient sweeping of irregular surface that could require special manual settings of the broom.	X	
5.16	Electrically operated tilting mechanism allows operator to change inward/outward tip of the left Sidebroom to 20 degrees. Angle can be changed from the cab while sweeping. This allows efficient sweeping of irregular surface that could require special manual settings of the broom.	X	
6.0	MAIN BROOM		
6.01	Broom shall be direct drive by a hydraulic motor.	X	

Owen Equipment 8 of 14

6.02	Broom shall be not less than 34.5" diameter and not less than 58" long.	X	
6.03	Broom rotation speed shall be constant, governed by load sensing hydraulic system, regardless of engine RPM or ground speed.	X	
6.04	Broom shall be full floating with self-aligning bearings.	X	
6.05	Broom shall be prefab disposable type, filled with 26" long polypropylene.	X	
6.06	Broom side plates shall be equipped with steel drag shoes.	X	
6.07	Sweeping path shall be not less than 7-1/2 feet wide with one side broom activated, and not less than 10 feet wide with both side brooms activated.	X	
6.08	Main broom shall be shielded by a steel broom hood. Plastic hoods shall not be acceptable due to cracking.	X	
6.09	Broom shall be easily accessible for ease of maintenance.	X	
6.10	Main broom and conveyor shall have a work light.	X	
6.11	Broom shall be hydraulically raised/lowered and be capable of movement independent of the conveyor assembly to effectively sweep varying debris. This independent movement also avoids damage to the main broom or the conveyor assembly during sweeping.	X	
6.12	Broom down pressure shall be adjustable by controls in valve.	X	
6.14	The tightest wrap of poly broom material that can fit on the broom tube shall be provided. This gives the cleanest possible under the mainbroom.	X	
7.0	CONVEYOR		
7.01	Conveyor shall be able to load hopper to 100% of rated useable capacity.	X	
7.02	Conveyor rotation, forward or reverse shall be selectable without leaving the cab. Hydraulic conveyor speed shall be constant governed by load sensing hydraulic system, independent of engine RPM or ground speed.	X	
7.03	Conveyor shall be constructed of 11 rubber edged flights driven by steel roller type chain on polyurethane sprockets (rubber chains with steel sprockets are not acceptable). The floor plate shall be a bolt in construction, three piece design, manufactured of abrasion resistant steel.	X	
7.04	Conveyor shall be reversible in direction. The main broom shall stop rotation while conveyor is reversed.	X	
7.05	Conveyor shall be capable of effectively sweeping debris of varying sizes without the need to make any manual adjustments to the conveyor system. In cab conveyor height adjustment, independent of the main broom shall be supplied.	X	
7.06	To provide proper clearance during variable sweeping conditions, the lower portion of the conveyor shall be capable of raising 3 inches while sweeping, independent of main broom height.	X	
8.0	HOPPER		
8.01	For safety, the hopper shall be right side dumping, allowing an operator to observe the dump target and surrounding area at all times from the cab, without the use of mirrors. All dump controls to be cab-mounted.	X	
8.02	Volumetric capacity shall be not less than 4.5 cubic yards, useable capacity not less than 3.3 yards. A hopper inspection door shall be supplied.	X	
8.03	Hopper shall dump at varying heights ranging from 38 inches through a height of 10 feet. Dump angle to be 50 degrees minimum. Fixed height dump systems are not allowed.	X	
8.04	Lift mechanism shall be double stage, scissors lift system. Hopper lift cylinders to be 3.5" x 33.5" stroke minimum, hopper dump cylinders to be 3.5" x 19.8" stroke minimum.	X	
8.05	Hopper to offer not less than 11" side shift of load for maximum dumping efficiency and for extra clearance between sweeper and dump truck. Minimum clearance between sweeper and truck shall be 28".	X	
8.06	Hopper load shall be visible at all times from the cab through a glass window and skylight.	X	
8.07	Maximum time for dump cycle shall not exceed 70 seconds.	X	
8.08	Lift capacity shall be not less than 11,000 lbs.	X	
8.10.0	Units that require use of jackstands and/or outriggers to stabilize chassis during dumping procedure shall not be acceptable.	X	
8.12	The LifeLiner Hopper System shall be provided to protect the hopper against corrosion and wear and to facilitate the removal of the debris when dumping. This liner system shall provide protection such that the hopper will be warranted for the life of the sweeper. Bare steels including stainless steels are unacceptable as they do not provide sufficient protection for long term wear.		X

Owen Equipment 9 of 14

8.13	The sweeper shall have an interior hopper light to assist the operator in viewing the hopper contents.	X	
9.0	WATER SYSTEM		
9.01	Tank capacity shall be not less than 360 U.S. gallons.	X	
9.02	Tank shall be constructed of a non-metallic, non-rusting polyethylene material.	X	
9.03	Water pump shall be electric diaphragm type capable of running dry without damage.	X	
9.04	A water level gauge indicator shall be located within the cab.	X	
9.05	Shall be equipped with 10 brass spray nozzles for dust suppression. 3 spray nozzles shall be over each side broom, 4 spray nozzles shall be located in front of the main broom.	X	
9.06	Water fill hose shall be not less than 15' in length, equipped with 2-1/2" NST hydrant coupler.	X	
9.07	Water to each area, side broom left or right, front spray bar shall be cab controlled with throttling valves located at each spray location.	X	
9.08	An in-line water filter with shut off valve shall be in water system to prevent contaminants from entering the water system.	X	
9.09	To prevent the contamination of the water supply, tank shall be equipped with an anti-siphon device.	X	
9.12	A 25 ft. (7620 mm) hose to fill the water tank is in lieu of the standard 16 ft. 8 in. (5080 mm).	X	
9.13	Cab controlled front water spray bar assists with wetting down debris under extremely dusty conditions. Four removable brass nozzles mounted under the front bumper of the truck on copper pipe keep the system corrosion resistant.	X	
9.14	Sweeper shall be SCAQMD rule 1186 compliant. The Sweeper compliance must be listed on the SCAQMD approved list and noted on a placard affixed to the sweeper. The vendor may be required to provide documentation of compliance at any time during or after the bid process.	X	
10.0	HYDRAULIC SYSTEM		
10.01	Reservoir shall have a capacity of 25 gallons with outside level and temperature indicator.	X	
10.03	To prevent contamination of the reservoir during the dump cycle, the reservoir vent shall be equipped with 40 micron, breather filter.	X	
10.04	To prevent the possibility of contamination and the resulting damage to the hydraulic system, return lines for drive shall have a 10-micron full flow filter with bypass.	X	
10.05	To minimize environmental damage caused by leaking fittings, all pressure hydraulic fittings must be ORFS type. All solenoids to be located in a single easily accessible location. A tank shut off valve shall be supplied.	X	
10.06	For ease and accuracy of testing, all circuits shall have quick-disconnect check ports.	X	
10.08	Midwest AC3 electric autolube system automatically applies the correct amount of grease to the sweeper and chassis, shall be provided.	X	
11.0	PNEUMATIC SYSTEM		
11.01	There shall be a PR4 type pressure protector for the chassis air system to protect the chassis air system.	X	
11.02	All pneumatic cylinders shall be interchangeable.	X	
11.03	All pneumatic cylinders must be rated to 150 PSI and have a separate rod seal and wiper to prevent contamination entering the cylinder.	X	
12.0	ELECTRICAL SYSTEM		
12.01	Sweeper electrical system shall be integral to the chassis electrical system.	X	
12.02	Sweeper shall have an electronic back-up alarm for additional warning and safety when chassis is in reverse.	X	
12.03	Sweeper lighting shall include rear identification lights, side broom and rear clearance lights.	X	
12.04	Sweeper wiring harnesses shall be color-coded and hot stamped with circuit name.	X	
12.05	For safety, all electrical circuits must be protected by circuit breakers or fuses.	X	
12.08	The hopper full indicator lights a lamp and sounds an audible indication, until switched off, when the debris volume approaches hopper capacity shall be provided. This system has no affect on the full by weight indicator.	X	
12.16	The sweeper shall have a DUAL REAR/SINGLE HOPPER MOUNT AND GUARD WITHOUT LIGHT to facilitate the later installation of lighting that utilizes the existing wiring	X	
13.0	CONTROLS		

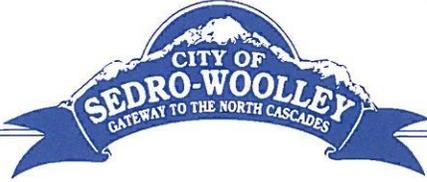
Owen Equipment 10 of 14

13.01	All sweeper controls shall be mounted on a fixed central console located between the left and right operator's position and access.	X	
13.02	The controls shall include all sweep, hopper, elevator, and lighting functions and shall all be located on the fixed operator control console.	X	
13.03	The controls for sweep, spray water, and lighting functions shall be conventional rocker switches.	X	
14.0	SWEEPER INSTRUMENTS		
14.01	Sweeper instruments shall include right and left side broom down pressure, hydraulic filter restriction indicator, hydraulic oil temperature, spray water level indicator.	X	
15.0	PAINT		
15.01	All visible exterior metallic surfaces shall be coated prior to assembly with polyester powder coat. The paint must be a minimum of 2 mils thick. The uses of acrylic enamels and/or polyurethanes are not acceptable.	X	
15.02	Color shall be the manufacture's standard color of "White".	X	
15.03	Vehicle shall have an accent color of Grey on the lower portions of the unit.	X	
16.0	MANUALS		
16.01	A parts manual shall be provided.	X	
16.02	An operation and maintenance manual shall be provided.	X	
16.03	An engine manual shall be provided.	X	
16.04	All manuals shall be originals; photocopies shall not be acceptable.	X	
17.0	WARRANTY		
17.01	Manufacturer's warranty shall be not less than one (1) year on entire sweeper, including all parts and labor.	X	
17.03	Bidders submitting literature stating warranties which do not fully comply with warranty requirements of this specification must submit a letter from the manufacturer certifying warranty compliance as an integral part of their proposal. Failure to comply may cause the proposal shall be deemed "non-responsive" and rejected without further review.	X	
18.0	SERVICE AND TRAINING		
18.01	Vendors shall have a full parts and service facility within a reasonable distance from the Sedro-Woolley Garage. State location and distance.	X	
18.02	A qualified technician shall provide complete training to Sedro-Woolley personnel at the Sedro-Woolley Garage. Training shall include safety, operation, maintenance and service.	X	
19.0	DELIVERY		
19.01	Sweeper shall be delivered F.O.B. Sedro-Woolley in new or like new operating condition.	X	
19.02	Acceptance shall be subject to the inspection and approval of the Sedro-Woolley.	X	
19.03	Bidder shall state delivery time after receipt of order:	X	
20.0	QUALITY		
20.01	Sweeper shall be manufactured by a company with a registered quality standard no less than ISO 9001.	X	
21.0	OPTIONAL ITEMS		
21.01	The Sedro-Woolley may choose, at its sole discretion, to add any or all of the optional items to this purchase. Bidder shall state the amount to be added to the Bidder's Proposal, should each item be selected. ADDITIONAL COST: \$	X	
22.0	OPTIONAL TRADE-IN		
22.01	The Sedro-Woolley may choose, at its sole discretion, to trade in the Sedro-Woolley street sweeper "AS-IS" condition at the time of bid opening. This vehicle is available for inspection at the City Solid Waste Department, 315 Sterling, Sedro-Woolley. The existing unit is a 2001 Athey Top Gun M-9D with approximately 7,700 hours as of November 8/2012, and is operational. Bidder shall state on the Bid Form where indicated the amount of allowance to be deducted from the Bidder's Proposal, should this option be selected.	X	
23.0	EXCEPTIONS AND DEVIATIONS		
23.01	Bidder shall fully describe every variance, exception and/or deviation. Additional sheets may be used if required.	X	

Own Equipment 11 of 14

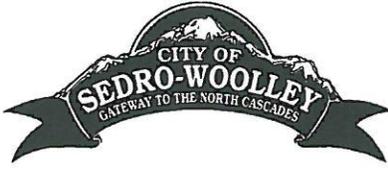
DEC 12 2012

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 4



SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:



CITY COUNCIL AGENDA
REGULAR MEETING

DEC 12 2012

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

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

MEMO:

To: City Council
Mayor Anderson

From: John Coleman, AICP 
Planning Director

Date: December 12, 2012

Subject: Zoning Rules for Medical Cannabis Collective Gardens – *4th Read*

ISSUE

At its October 24, November 28 and December 5, 2012 meetings, the City Council discussed a proposed ordinance that would amend the zoning code to regulate where medical cannabis collective gardens may be located within the city. The Council requested that staff make final revisions to the proposed collective gardens ordinance for review at the December 12 Council meeting. The attached ordinance contains those amendments.

As requested, the attached draft ordinance excludes the Industrial zone from the list of zones in which collective gardens would be prohibited and includes a provision that collective gardens may not be located within 500 feet of the perimeter of the grounds of any elementary or secondary school.

ATTACHMENTS

Attachment 1 – Proposed Ordinance regarding medical cannabis collective gardens

RECOMMENDATION

Make a motion to adopt ordinance _____ to define medical cannabis collective gardens and amend the zoning code to regulate the location of medical cannabis collective gardens.

Attachment 1

To Council Memo on Zoning Rules for Medical Cannabis Collective Gardens – 4th Read

Proposed Ordinance regarding Medical Cannabis Collective Garden

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 17 OF THE SEDRO-WOOLLEY MUNICIPAL CODE TO DEFINE MEDICAL CANNABIS COLLECTIVE GARDENS AND SPECIFY ZONING DISTRICTS IN WHICH THEY ARE PROHIBITED.

WHEREAS, Initiative Measure No. 692, approved November 3, 1998, created an affirmative defense for “qualifying patients” to the charge of possession of marijuana; and

WHEREAS, the initiative and current Chapter 69.51A RCW are clear that nothing in its provisions are to be “construed to supersede Washington state law prohibiting the acquisition, possession, manufacture, sale or use of marijuana for non-medical purposes;” and

WHEREAS, the Washington State Department of Health stated that it is “not legal to buy or sell” medical marijuana and further stated that “the law [chapter 69.51A RCW] does not allow dispensaries,” leaving enforcement to local officials; and

WHEREAS, the Washington State Legislature passed Engrossed Second Substitute Senate Bill 5073 (ESSB 5073) clarifying and/or amending the legality of medical marijuana dispensaries and collective or co-operative grow operations under state law. Governor Gregoire exercised her partial veto power, vetoing portions of the bill, but the remaining portions of the bill were signed into law. The remaining un-vetoed portions provide some protection for qualifying patients and their designated providers to grow cannabis for a patient’s use or to participate in collective gardens; and

WHEREAS, Chapter 69.51A RCW, as amended by E2SSB 5073, recognizes the authority and ability of municipalities to regulate medical marijuana within their jurisdictions and to adopt comprehensive land use regulations and licensing regulations concerning the establishment and operation of medical cannabis uses and facilities within such jurisdictions; and

WHEREAS, the U.S. Congress passed the Comprehensive Drug Abuse Prevention and Control Act of 1970, Pub.L. No. 91-513, 84 Stat. 1236, to create a comprehensive drug enforcement regime it called the Controlled Substances Act, 21 U.S.C. § 801-971. Under the Controlled Substances Act (also “CSA”), Congress established five “schedules” of controlled substances; and

WHEREAS, cannabis is currently listed as a “Schedule I” controlled substance under the CSA, 21 U.S.C. § 812(c), Schedule I(c)(10).

WHEREAS, under the Controlled Substances Act, it is unlawful to knowingly or intentionally “manufacture, distribute, or dispense, or possess with intent to manufacture, distribute, or dispense, a controlled substance,” except as otherwise provided in the statute. 21 U.S.C. § 841(a)(1). Possession of a controlled substance, except as authorized under the Controlled Substances Act, is also unlawful; and

WHEREAS, Governor Gregoire has sought guidance with the U.S. Department of Justice regarding the proposed state legislation allowing medical marijuana dispensaries and cultivating and how any conflicts with federal law would be resolved; and

WHEREAS, officials of the U.S. Department of Justice have indicated that “state employees who conducted activities mandated by the Washington State legislative proposals [ESSB 5073] would not be immune from liability under the CSA.” Local jurisdictions that enact rules to enable collective gardens are subject to potential prosecutions or civil penalties against dispensary owners and growers; and

WHEREAS, the City Council finds that the growing, production, processing, transportation, and delivery of cannabis, no matter how designated by dispensaries, is currently prohibited by state and federal law; and

WHEREAS, the City's current zoning and business licensing regulations do not address medical marijuana dispensaries, related facilities or cultivation in a comprehensive fashion and may allow such establishments to be located in areas where the impacts associated with such facilities may be detrimental to the community; and

WHEREAS, it is uncertain how the provisions to protect medical cannabis and collective gardens under ESSB 5073 shall be reconciled with federal law that prohibits the possession, production, distribution or sale of cannabis for any reason; and

WHEREAS, the City Council finds that the secondary impacts associated with marijuana dispensaries and cultivation, include but are not limited to the invasion of the business, burglary and robbery associated with the cash and drugs maintained on the site; and

WHEREAS, the Sedro-Woolley Planning Commission held two public hearings and studied the potential effects of ESSB 5073 on the City of Sedro-Woolley. The Planning Commission voted 4-0 with one abstention, to recommend amendments to Title 17 – Zoning – of the Sedro-Woolley Municipal Code to define collective gardens and to prohibit collective gardens in all zoning districts; and

WHEREAS, the City Council adopts the Planning Commission Findings of Fact, Conclusions and Recommendation; and

WHEREAS, the City Council has concluded that it is in the best interest of the public health, safety and welfare to adopt this ordinance; and

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

Section One. SWMC 17.04.030 is amended to include a new definition for “collective gardens”:

“Collective garden” means the growing, production, processing, transportation, and delivery of cannabis, by qualifying patients, for medical use, as set forth in Chapter 69.51A RCW, and subject to the following conditions:

1. No more than ten (10) qualifying patients may participate in a single collective garden at any time;
2. A collective garden may contain no more than fifteen (15) plants per patient up to a total of forty-five (45) plants;
3. A collective garden may contain no more than twenty-four (24) ounces of useable cannabis per patient up to a total of seventy-two (72) ounces of useable cannabis;
4. A copy of each qualifying patient's valid documentation, including a copy of the patient's proof of identity, must be available at all times on the premises of the collective garden;
5. No useable cannabis from the collective garden is delivered to anyone other than one (1) of the qualifying patients participating in the collective garden;
6. A collective garden may contain separate areas for growing, processing, and delivering to its qualified patients; provided, that these separate areas must be physically part of the same premises, and located on the same parcel or lot. A location utilized solely for the purpose of distributing cannabis shall not be considered a collective garden;
7. No more than one (1) collective garden may be established on a single tax parcel and;
8. A collective garden may not be located within 500 feet of the perimeter of the grounds of any elementary or secondary school.

Section Two. A new Chapter 17.90 is included in Title 17 SWMC and reads as follows:

Chapter 17.90
Collective Gardens

17.90.010 Intent

The purpose of this chapter is to specify prohibited zones for collective gardens as defined in Chapter 17.04 SWMC.

17.90.020 Locations

Collective gardens, as defined in 17.04.030 SWMC are prohibited in the following zoning districts:

- A. All residential districts, including R-5, R-7, and R-15.
- B. Public zone.
- C. Open Space zone.
- D. All commercial districts, including: Mixed Commercial, Central Business District and the Transitional Mixed Commercial Overlay and the Urban Village Mixed Use Overlay.

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

Section Four. The moratorium enacted under Ordinance 1747-12 upon the filing of applications for building permits or any other development permits, or license or the establishment for any existing building or land use activity involving medical marijuana shall be void upon effectiveness of this ordinance.

Section Five. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

PASSED by majority vote of the members of the Sedro-Woolley City Council this _____ day of November, 2012, and signed in authentication of its passage this _____ day of _____, 2012.

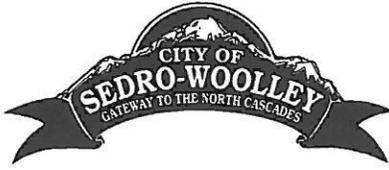
By _____
MIKE ANDERSON, Mayor

Attest: _____
PATSY NELSON, Finance Director

Approved as to form:

ERON BERG, City Attorney

Published:



CITY COUNCIL AGENDA
REGULAR MEETING

DEC 12 2012

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

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

MEMO:

To: City Council
Mayor Anderson

From: John Coleman, AICP
Planning Director

Date: December 12, 2012

Subject: Alternate payment schedule for impact fees and general facility charges for single-family houses constructed for resale (spec homes) – **2nd Read**

ISSUE

Should the Council approve the attached ordinance to allow an alternate payment schedule for impact fees and general facility charges for single-family houses constructed for resale?

PROJECT DESCRIPTION / HISTORY

In September 2010, Council passed ordinance 1682-10, which granted an optional payment timeframe for impact fees and general facility charges (AKA "impact fee deferral"). That ordinance expired in December 2011. Customers have expressed an interest in taking advantage of an impact fee deferral system to construct spec homes on existing lots. The attached proposed ordinance would reinstate the optional payment timeframe for impact fees and general facility charges with no sunset date. The proposed ordinance was reviewed at the December 5, 2012 City Council Worksession.

ATTACHMENTS

Attachment 1 – Proposed ordinance regarding impact fee deferrals

RECOMMENDATION

Make a motion to adopt ordinance _____ to allow an alternate payment schedule for impact fees and general facility charges for single-family houses constructed for resale.

Attachment 1

To Council Memo on Impact Fee Deferrals – 2nd Read

Proposed Ordinance Regarding Impact Fee Deferrals

AN ORDINANCE MODIFYING SWMC TITLES 13 AND 15, GRANTING AN OPTIONAL PAYMENT TIMEFRAME FOR IMPACT FEES AND GENERAL FACILITY CHARGES

WHEREAS, pursuant to the provisions of state law, Chapter 35A.63 of the Revised Code of Washington (RCW) and Chapter 36.70A RCW, the Sedro-Woolley City Council has adopted the Sedro-Woolley Municipal Code (SWMC), including Titles 13 and 15, which regulates impact fees and general facility charges; and

WHEREAS, as a result of the current downturn in the local economy, a diminishing number of new residential units are being built, which adversely impacts the City's housing stock, local economy and revenue for providing governmental services; and

WHEREAS, without intervention, the housing market may continue to languish and adverse consequences of decreased revenues, abandoned projects and underutilized land will occur; and

WHEREAS, a need exists to amend Titles 13 and 15 to afford more flexibility to applicants on the timing of payment of Street Impact Fees, Park Impact Fees, Fire Impact Fees, School Impact Fees, and Sewer General Facility Charges; and

WHEREAS, the City Council passed Ordinance 1682-10 which enacted the same alternate payment timeframes; Ordinance 1682-10 expired on December 31, 2011; and

WHEREAS, the ordinance amendments are procedural in nature, and therefore exempt from the State Environmental Policy Act (SEPA) review; and

WHEREAS, the City Council finds the proposed amendments to the SWMC contained in Sections 1 through 5 to be consistent with and to implement the intent of the Sedro-Woolley Comprehensive Plan; and

WHEREAS, the City Council has concluded that it is in the best interest of the public health, safety and welfare to adopt this ordinance;

WHEREAS, the City Council adopts the forgoing as its findings of fact justifying its adoption of this Ordinance;

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

Section 1. Sedro-Woolley Municipal Code 15.60.110(A) shall be modified as follows:

15.60.110 Payment of fees.

A. All developers shall pay an impact fee in accordance with the provisions of this chapter at the time that the applicable building permit is ready for issuance.

Exception: For complete building permit applications, at the time of issuance of any single-family residential building permit for a dwelling unit that is being constructed for resale, the applicant/owner may elect to record a covenant, in a form to be approved by the city attorney, against the property that requires payment of the impact fees due and owed in accordance with this chapter and any

other applicable sections of the Sedro-Woolley Municipal Code, by providing for full payment through escrow of the fees due and owed to be paid at the time of closing of sale of the lot or unit; but in no case shall the structure be occupied prior to payment of impact fees. The awarding of credits shall not alter the applicability of this section.

It is the intention of this chapter that fees shall generally be due at time of issuance of building permits, rather than at time of subdivision or construction of unoccupied infrastructure not generating immediate impacts. However, if no building permit will be required of a project, then the impact fee may be assessed for any other development activity permit or development approval generating an impact for which the fee is required. The fee paid shall be the amount in effect as of the date of the permit application or approval is deemed completed and vested.

Section 2. Sedro-Woolley Municipal Code 13.16.035 shall be modified as follows:

13.16.035 General facilities charge—Separate fund.

In addition to any permit fees and other charges required by city ordinance or regulation, and not in lieu thereof, at the time of building permit issuance, (or if no building permit, then at time of connection or commencement of use,) there shall be a general facilities charge, for connection to the city sewer system which shall be paid in the sum of eight thousand nine hundred twenty-six dollars per equivalent residential unit (ERU), to be determined as set forth in this section.

Exception: For complete building permit applications, at the time of issuance of any single-family residential building permit for a dwelling unit that is being constructed for resale, the applicant/owner may elect to record a covenant, in a form to be approved by the city attorney, against the property that requires payment of the impact fees due and owed in accordance with this chapter and any other applicable sections of the Sedro-Woolley Municipal Code, by providing for full payment through escrow of the fees due and owed to be paid at the time of closing of sale of the lot or unit; but in no case shall the structure be occupied prior to payment of impact fees. The awarding of credits shall not alter the applicability of this section.

Section 3. Sedro-Woolley Municipal Code 13.16.037(C) [Utility connection fee—North Reed Street] shall be modified as follows:

C. Time of Payment. The special connection fee shall be due at the time of application for a building permit, if for a new structure, or at time actual connection or connection permit application, if for an existing structure.

Exception: For complete building permit applications, at the time of issuance of any single-family residential building permit for a dwelling unit that is being constructed for resale, the applicant/owner may elect to record a covenant, in a form to be approved by the city attorney, against the property that requires payment of the impact fees due and owed in accordance with this chapter and any other applicable sections of the Sedro-Woolley Municipal Code, by providing for full payment through escrow of the fees due and owed to be paid at the time of closing of sale of the lot or unit; but in no case shall the structure be occupied prior to payment of impact fees. The awarding of credits shall not alter the applicability of this section.

Section 4. Sedro-Woolley Municipal Code 13.16.039(C) [Utility connection fee—Fruitdale Road] shall be modified as follows:

C. Time of Payment. The special connection fee shall be due at the time of application for a building permit, if for a new structure, or at time actual connection or connection permit application, if for an existing structure.

Exception: For complete building permit applications, at the time of issuance of any single-family residential building permit for a dwelling unit that is being constructed for resale, the applicant/owner may elect to record a covenant, in a form to be approved by the city attorney, against the property that requires payment of the impact fees due and owed in accordance with this chapter and any other applicable sections of the Sedro-Woolley Municipal Code, by providing for full payment through escrow of the fees due and owed to be paid at the time of closing of sale of the lot or unit; but in no case shall the structure be occupied prior to payment of impact fees. The awarding of credits shall not alter the applicability of this section.

Section 5. Sedro-Woolley Municipal Code 13.16.038 (C) [Utility connection fee—Cook Road-Trail Road] shall be modified as follows:

C. Time of Payment. The special connection fee shall be due at the time of application for a building permit, if for a new structure, or at time actual connection or connection permit application, if for an existing structure

Exception: For complete building permit applications, at the time of issuance of any single-family residential building permit for a dwelling unit that is being constructed for resale, the applicant/owner may elect to record a covenant, in a form to be approved by the city attorney, against the property that requires payment of the impact fees due and owed in accordance with this chapter and any other applicable sections of the Sedro-Woolley Municipal Code, by providing for full payment through escrow of the fees due and owed to be paid at the time of closing of sale of the lot or unit; but in no case shall the structure be occupied prior to payment of impact fees. The awarding of credits shall not alter the applicability of this section.

Section 6. This ordinance shall be effective five (5) days after passage and publication as provided by law.

Section 7. The provisions of this resolution are declared to be severable, and if any section, sentence, clause or phrase of this resolution 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 resolution.

PASSED by majority vote of the members of the Sedro-Woolley City Council this _____ day of _____, 2012, and signed in authentication of its passage this _____ day of _____, 2012.

Mike Anderson, Mayor

Attest:

Patsy Nelson, Finance Director

Approved as to form:

Eron Berg, City Attorney

Published:

DEC 12 2012

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

Memorandum

To: Mayor Anderson and City Council

From: Patsy Nelson *Patsy*

Date: 12/04/12

Re: 2013 Budget (third reading)

The attached ordinance summarizes the budget amounts for each fund as detailed in the Mayor's Revised 2013 Preliminary Budget. All funds are balanced.

Background

In addition to minor changes previously discussed with Council; the following, more significant, revisions are included:

- Sales tax revenue as a result of the passage of Proposition 1 by the voters
- Inclusion of public safety in the ERR fund
- Payment of outstanding USDA and interfund vehicle loans
- Reduction of USDA reserve fund due to loan payoff
- Completion of the skatepark lighting

Recommendation

Move to approve Ordinance no. _____-12 An Ordinance Adopting the Annual Budget for the City of Sedro-Woolley, Washington, for the fiscal year ending December 31, 2013.

ORDINANCE NO. -12

AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE CITY OF SEDRO-WOOLLEY, WASHINGTON, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2013.

WHEREAS, the Mayor of the City of Sedro-Woolley, Washington, completed and placed on file with the City Finance Director, a proposed budget and estimate of the amount of the moneys required to meet the public expenses, bond retirement and interest, reserve funds and expenses for the City of Sedro-Woolley for the fiscal year ending December 31, 2013, and a notice was published that the Sedro-Woolley City Council would meet on the 28th day of November, 2012, at the hour of 7:00 P.M., at the Sedro-Woolley City Hall, for the purpose of making and adopting a budget for the year 2013, and giving taxpayers within the city limits of Sedro-Woolley an opportunity to be heard upon said budget; and

WHEREAS, the Sedro-Woolley City Council did meet at said time and place and did then consider the matter of said proposed budget; and

WHEREAS, the proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Sedro-Woolley for the purposes set forth in said budget, and the estimated expenditures set forth in said budget being all necessary to carry on the government of said City for said year and being sufficient to meet the various needs of said City during said period.

NOW, THEREFORE, the City Council of the City of Sedro-Woolley do ordain as follows:

Section 1. The budget for the City of Sedro-Woolley, Washington, for the year 2013 is hereby adopted at the fund level in its final form and content as set forth in the document entitled City of Sedro-Woolley 2013 Annual Budget, which are on file in the Office of the Finance Director or available on the City's website.

Section 2. Estimated resources, including fund balances or working capital from each separate fund of the City of Sedro-Woolley, and aggregate totals for all such funds combined, for the year 2013 are set forth in summary form below, and are hereby appropriated for expenditure at the fund level during the year 2013 as set forth below:

FUND:	AMOUNT:
001 GENERAL FUND	4,772,012
101 PARKS FUND	614,323
102 CEMETERY FUND	144,909
103 STREET FUND	805,823
104 ARTERIAL STREET FUND	1,824,483
105 LIBRARY FUND	406,392
106 CEMETERY ENDOWMENT FUND	118,096
107 PARKS RESERVE FUND	503
108 STADIUM FUND (HOTEL/MOTEL)	40,405
109 SPECIAL INVESTIGATIONS FUND	12,434
111 DOG FUND	1,777
112 CODE ENFORCEMENT FUND	26,510
113 PATHS AND TRAILS FUND	41,594
205 G/O BOND REDEMPTION FUND 2008	265,234
206 G/O BOND 2008 RESERVE FUND	155,850
230 G/O BOND 1996 REDEMPTION FUND	282,986
302 CAPITAL PROJECTS RESERVE FUND	415,143
303 BUILDING MAINTENANCE RESERVE FUND	188,815
310 POLICE MITIGATION RESERVE FUND	541
311 PARKS IMPACT FEE RESERVE FUND	13,810
312 FIRE IMPACT FEE RESERVE FUND	25,340
332 PWTF SEWER CONSTRUCTION FUND	78
401 SEWER OPERATIONS FUND	3,585,329
402 SEWER OPERATIONS RESERVE FUND	612,735
407 98 SEWER REV BOND REDEPTION FUND	799,066
410 SEWER FACILITES RESERVE FUND	2,385,147
411 98 SEWER REV BOND RESERVE FUND	376,482
412 SOLID WASTE OPERATIONS FUND	1,965,709
413 SOLID WASTE RESERVE FUND	175,299
425 STORMWATER FUND	627,652
426 STORMWATER RESERVE FUND	80,500
501 EQUIPMENT REPLACEMENT FUND	1,123,973
621 SUSPENSE (SWSD)	41,950
 TOTAL ALL FUNDS	 21,930,900

Section 3. The City Finance Director is directed to transmit a certified copy of the budget hereby adopted to the Association of Washington Cities.

Section 4. This ordinance shall be in force and take effect five (5) days after its publication according to law.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS 12th DAY OF, DECEMBER 2012.

Mike Anderson, Mayor

ATTEST:

Finance Director

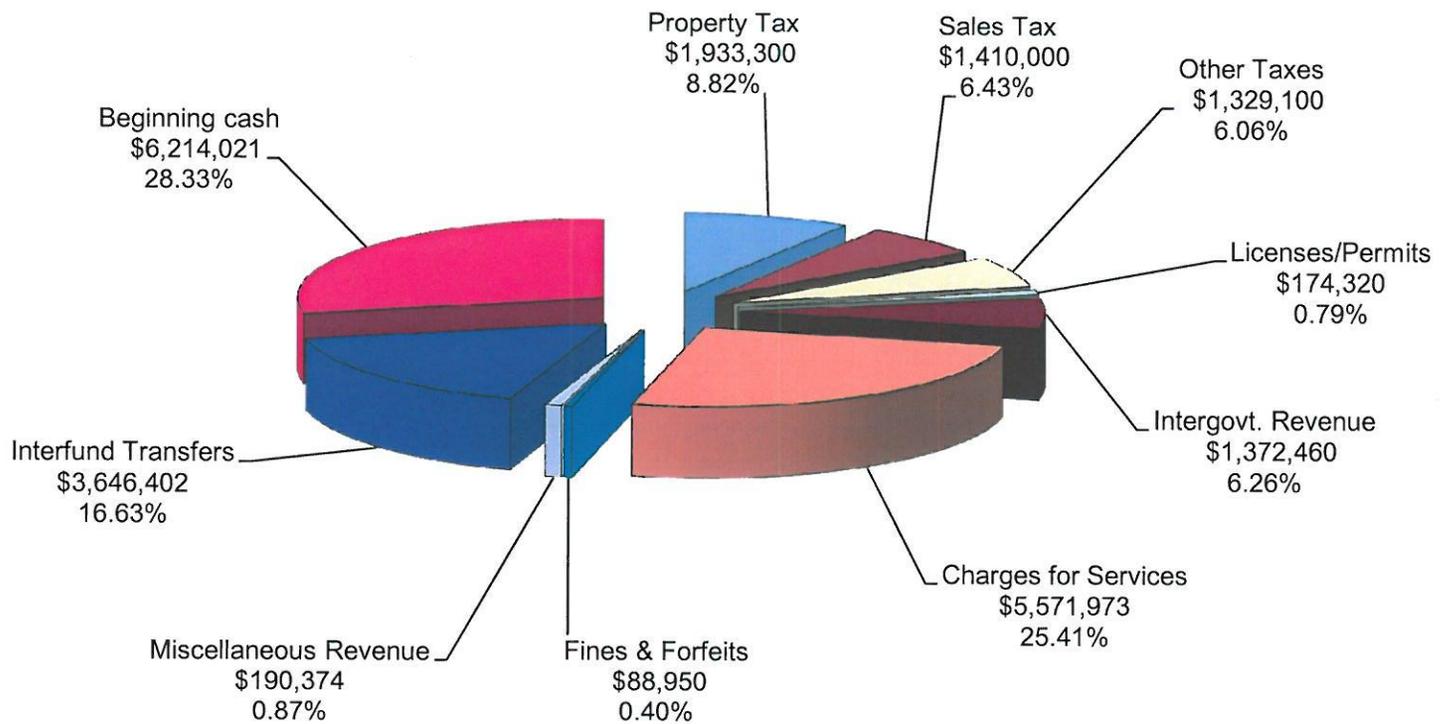
APPROVED AS TO FORM:

City Attorney

**City of Sedro-Woolley 2013 Preliminary Budget
Revenue Projections - All City Funds (by source)**

Fund Name	Property Tax	Sales Tax	Other Taxes	Licenses/ Permits	Intergovt. Revenue	Charges for Services	Fines Forfeits	Misc. Revenue	Interfund Transfers	Beginning Cash	Total
General	876,850	1,135,000	1,003,600	174,320	457,290	41,550	83,750	9,800	373,850	616,002	4,772,012
Parks	435,550	40,000	-	-	-	46,975	-	1,700	23,400	66,698	614,323
Cemetery	5,200	-	-	-	-	100,000	-	200	-	39,509	144,909
Streets	171,900	165,000	-	-	217,800	-	-	80	190,000	61,043	805,823
Arterial Streets	-	-	-	-	556,250	130,535	-	300	500,000	637,398	1,824,483
Library	238,800	-	-	-	11,350	6,300	5,200	74	80,000	64,668	406,392
Cemetery Endowment	-	-	-	-	-	2,500	-	-	-	115,596	118,096
Parks Reserve	-	-	-	-	-	-	-	500	-	3	503
Lodging Tax (Tourism)	-	-	30,500	-	-	-	-	25	-	9,880	40,405
Special Investigations	-	-	-	-	-	-	-	5,015	-	7,419	12,434
Dog Fund	-	-	-	-	-	-	-	1,500	-	277	1,777
Code Enforcement	-	-	-	-	-	-	-	20	-	26,490	26,510
Paths & Trails	-	-	-	-	1,115	-	-	60	-	40,419	41,594
2008 GO Bond	-	-	195,000	-	-	-	-	450	-	69,784	265,234
2008 GO Bond Reserve	-	-	-	-	-	-	-	-	-	155,850	155,850
1996 GO Bond	205,000	-	-	-	-	-	-	225	-	77,761	282,986
Capital Projects Reserve	-	-	100,000	-	-	-	-	400	80,000	234,743	415,143
Building Maintenance Reserve	-	-	-	-	-	2,338	-	125	55,000	131,352	188,815
Police Mitigation Reserve	-	-	-	-	-	-	-	20	-	521	541
Parks Impact Fees	-	-	-	-	-	12,000	-	-	-	1,810	13,810
Fire Impact Fees	-	-	-	-	-	1,500	-	30	-	23,810	25,340
Sewer Construction - PWTF	-	-	-	-	-	-	-	-	-	78	78
Sewer Operations	-	-	-	-	-	3,112,475	-	41,500	80,000	351,354	3,585,329
Sewer Operations Reserve	-	-	-	-	-	-	-	-	75,000	537,735	612,735
Sewer Debt Service	-	-	-	-	-	4,500	-	1,500	450,000	343,066	799,066
Sewer Facilities Reserve	-	-	-	-	-	77,000	-	3,500	1,164,210	1,140,437	2,385,147
Sewer Bond Reserve	-	-	-	-	-	-	-	-	-	376,482	376,482
Solid Waste Operations	-	-	-	-	-	1,651,700	-	77,050	-	236,959	1,965,709
Solid Waste Reserve	-	-	-	-	-	-	-	250	-	175,049	175,299
Stormwater Operations	-	-	-	-	128,655	382,600	-	5,300	-	111,097	627,652
Stormwater Reserve	-	-	-	-	-	-	-	-	80,500	-	80,500
Suspense (SWSD)	-	-	-	-	-	-	-	40,000	-	1,950	41,950
Equipment Replacement & Fleet	-	70,000	-	-	-	-	-	750	494,442	558,781	1,123,973
TOTAL	1,933,300	1,410,000	1,329,100	174,320	1,372,460	5,571,973	88,950	190,374	3,646,402	6,214,021	21,930,900

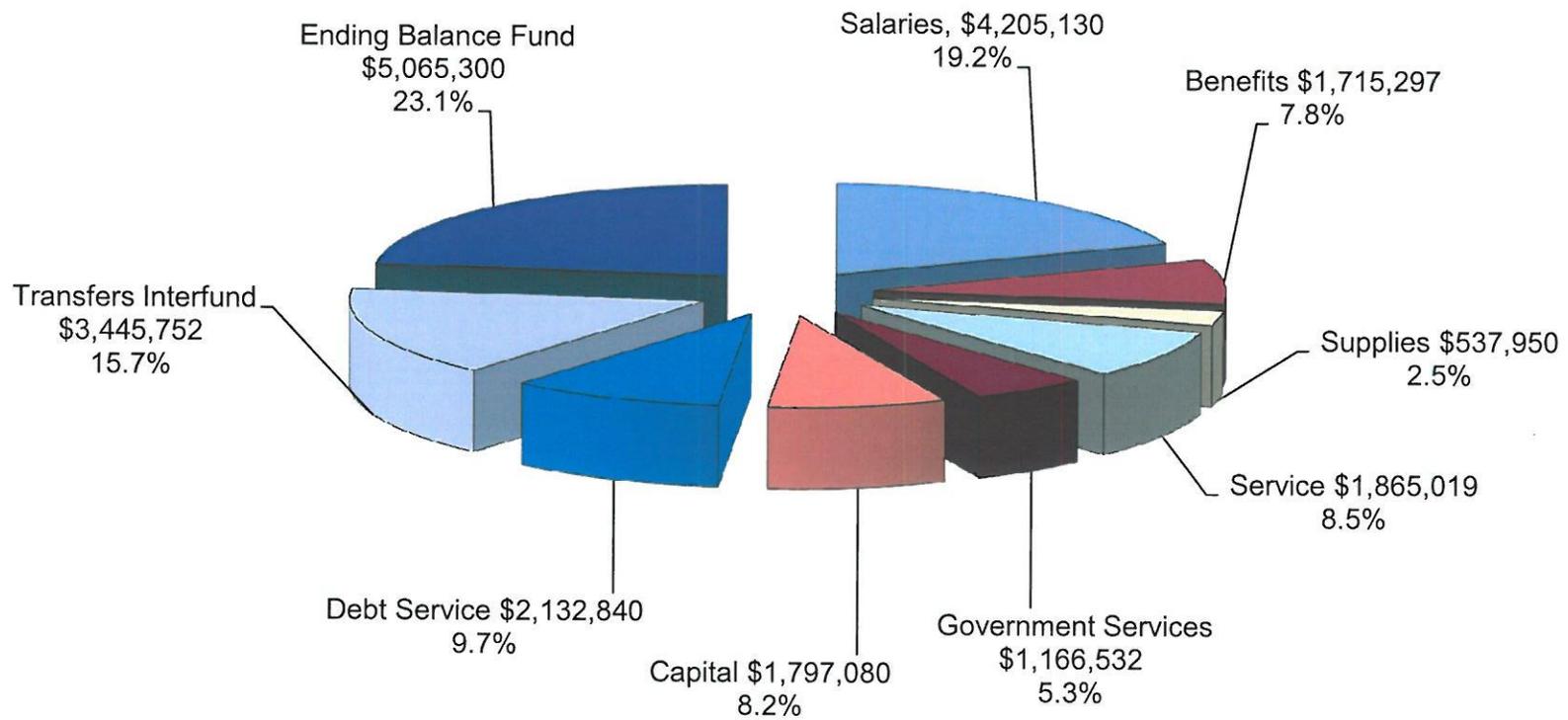
**2013 Preliminary
Revenue Projections
All City Funds by source
\$21,930,900**



**City of Sedro-Woolley 2013 Preliminary Budget
Expenditures by Category - All Funds**

Fund Name	Salaries	Benefits	Supplies	Service Charges	Gov't Services	Capital	Debt Service	Transfers Interfund	End. Fund Balance	Total
General	2,275,990	825,901	146,100	687,339	305,350	42,200	-	97,650	391,482	4,772,012
Parks	218,070	109,415	41,900	163,150	875	7,700	10,000	14,025	49,188	614,323
Cemetery	62,775	29,465	12,500	12,545	2,000	-	-	14,025	11,599	144,909
Streets	159,325	84,313	48,200	238,300	60	105,000	-	105,825	64,800	805,823
Arterial Streets	-	-	-	-	3,197	646,500	-	500,000	674,786	1,824,483
Library	177,820	47,445	4,000	53,875	150	10,000	-	80,000	33,102	406,392
Cemetery Endowment	-	-	-	-	-	-	-	-	118,096	118,096
Parks Reserve	-	-	-	-	-	-	-	-	503	503
Lodging Tax (Tourism)	-	-	-	40,000	-	-	-	-	405	40,405
Special Investigations	-	-	-	3,000	500	5,000	-	-	3,934	12,434
Dog Fund	-	-	750	-	-	1,000	-	-	27	1,777
Code Enforcement	-	-	-	25,000	-	-	-	-	1,510	26,510
Paths & Trails	-	-	-	-	-	5,000	-	-	36,594	41,594
2008 GO Bond	-	-	-	-	-	-	150,555	55,000	59,679	265,234
2008 GO Bond Reserve	-	-	-	-	-	-	-	5,850	150,000	155,850
1996 GO Bond	-	-	-	-	-	-	223,200	-	59,786	282,986
Capital Projects Reserve	-	-	-	-	-	-	-	270,000	145,143	415,143
Building Maintenance Reserve	-	-	-	-	-	-	-	6,500	182,315	188,815
Police Mitigation Reserve	-	-	-	-	-	-	-	-	541	541
Parks Impact Fees	-	-	-	-	-	-	-	10,000	3,810	13,810
Fire Impact Fees	-	-	-	-	-	-	-	-	25,340	25,340
Sewer Construction - PWTF	-	-	-	-	-	-	-	-	78	78
Sewer Operations	671,000	319,085	142,000	434,800	81,000	527,500	-	1,120,985	288,959	3,585,329
Sewer Operations Reserve	-	-	-	-	-	75,000	-	-	537,735	612,735
Sewer Debt Service	-	-	-	-	-	-	428,700	-	370,366	799,066
Sewer Facilities Reserve	-	-	-	-	-	-	620,465	805,000	959,682	2,385,147
Sewer Bond Reserve	-	-	-	-	-	-	-	-	376,482	376,482
Solid Waste Operations	384,000	187,200	129,500	109,150	725,000	35,580	-	221,967	173,312	1,965,709
Solid Waste Reserve	-	-	-	-	-	-	-	-	175,299	175,299
Stormwater Operations	193,600	95,460	10,000	97,860	8,400	33,000	-	138,925	50,407	627,652
Stormwater Reserve	-	-	-	-	-	-	-	-	80,500	80,500
Suspense (SWSD)	-	-	-	-	40,000	-	-	-	1,950	41,950
Equipment Replacement & Fleet	62,550	17,013	3,000	-	-	303,600	699,920	-	37,890	1,123,973
TOTAL	4,205,130	1,715,297	537,950	1,865,019	1,166,532	1,797,080	2,132,840	3,445,752	5,065,300	21,930,900

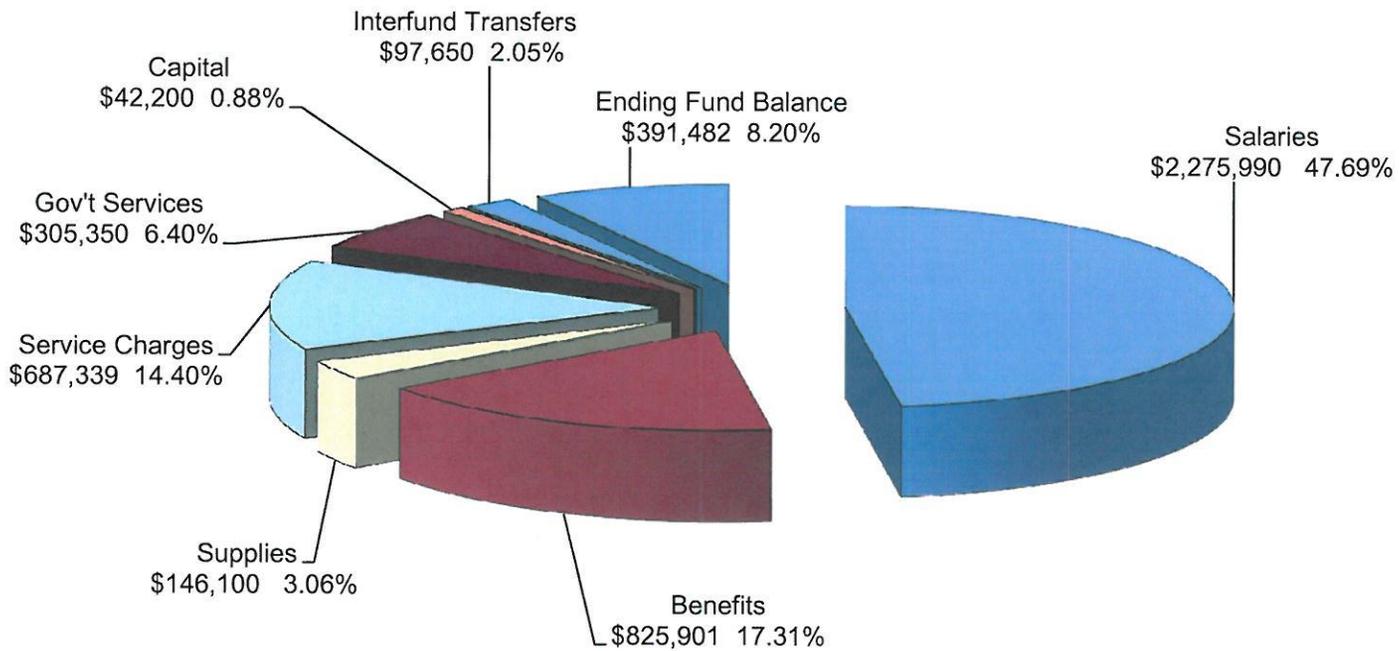
**2013 Preliminary
All Funds
Expenditures - by Purpose
\$21,930,900**



**City of Sedro-Woolley 2013 Preliminary Budget
Expenditures by Category - General Fund Departments**

Department Name	Salaries	Benefits	Supplies	Service Charges	Gov't Services	Capital	Debt Service	Transfers Interfund	Total	%
Legislative	42,000	3,346	5,350	7,000	15,200	-	-	-	72,896	1.53%
Judicial	38,130	6,655	3,500	48,486	14,877	500	-	-	112,148	2.35%
Executive	56,725	19,570	1,000	68,500	-	-	-	-	145,795	3.06%
Finance	59,110	31,455	10,000	58,128	-	1,000	-	-	159,693	3.35%
Legal	57,315	27,998	5,300	92,845	1,400	-	-	-	184,858	3.87%
Civil Service	-	-	250	3,000	-	-	-	-	3,250	0.07%
Information Technologies	53,700	15,372	2,700	22,100	-	9,000	-	-	102,872	2.16%
Central Services	-	-	3,600	5,000	-	-	-	7,650	16,250	0.34%
Planning	73,500	24,798	2,300	12,260	5,015	600	-	-	118,473	2.48%
Engineering	70,315	28,565	3,500	28,595	-	500	-	-	131,475	2.75%
Police	1,341,735	541,354	54,500	176,165	200,500	30,000	-	-	2,344,254	49.13%
Fire	466,350	120,568	51,500	126,100	-	-	-	90,000	854,518	17.91%
Building	17,110	6,220	2,600	39,160	-	600	-	-	65,690	1.38%
Emergency Services	-	-	-	-	21,000	-	-	-	21,000	0.44%
Pollution Control	-	-	-	-	3,707	-	-	-	3,707	0.08%
Economic Development	-	-	-	-	2,000	-	-	-	2,000	0.04%
Aging	-	-	-	-	20,441	-	-	-	20,441	0.43%
Public Health	-	-	-	-	21,210	-	-	-	21,210	0.44%
Ending Fund Balance									391,482	8.20%
TOTAL	2,275,990	825,901	146,100	687,339	305,350	42,200	-	97,650	4,772,012	100.00%

**2013 Preliminary
Expenditures by Category
General Fund Departments
\$4,772,012**



Memorandum

DEC 12 2012

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 9

To: Mayor Anderson and City Council

From: Patsy Nelson *Patsy*

Date: 12/5/2012

Re: 2012 Budget Amendment #4

Issue: Should the Council adopt the attached ordinance which amends the 2012 budget?
Proposed budget amendments by fund are detailed below:

	<u>Revenue</u>	<u>Expenditures</u>
<u>General Fund</u>		
<i>(Increased voter registration fees and adding interfund loan portion of USDA loan payoff)</i>		
001.000.000.311.10.00.00 Property Taxes	4,000	
001.000.000.381.10.41.00 Loan from Sewer Fund	193,514	
001.000.011.511.70.50.00 Voter Registration Fees		4,000
001.000.022.591.22.71.00 USDA Loan Principal		193,514
<u>Arterial Streets Fund</u>		
<i>(SKAT SR20/Cook Road Realignment Project costs, with reimbursement from SKAT in 2013)</i>		
104.000.042.595.10.56.16 Engineering SR20/Cook SKAT		12,000
104.000.099.508.00.00.00 Ending Cash		-12,000
<u>Special Investigations Fund</u>		
<i>(Additional revenues & costs for confiscated mobile home and equipment purchases)</i>		
109.000.000.361.11.00.00 Evidence Confiscations	14,500	
109.000.021.521.20.31.00 Supplies		1,000
109.000.021.521.48.10.00 Repairs, space rent, commission		6,000
109.000.021.594.21.64.00 Equipment		2,150
109.000.099.508.00.00.00 Ending Cash		5,350
<u>Dog Fund</u>		
<i>(Additional donations and kennel enhancements)</i>		
111.000.000.367.10.00.00 Donations – Dog Kennel	800	
111.000.021.596.21.64.01 Structure Kennel		800

	<u>Revenue</u>	<u>Expenditures</u>
<u>Sewer Operations Reserve</u>		
<i>(Increased equipment costs)</i>		
402.000.000.596.70.64.00 Plant Upgrades		25,000
402.000.099.508.00.00.00 Ending Cash		-25,000
<u>Sewer Facilities Reserve Fund</u>		
<i>(Loan to Arterial Streets for cash flow purposes)</i>		
410.000.000.381.20.10.40 Loan Payment from Arterial Streets	100,000	
410.000.000.581.10.04.00 Loan to Arterial Streets		100,000
<u>Stormwater Operating Fund</u>		
<i>(To record mowing contract revenues)</i>		
425.000.000.343.83.00.00 Brickyard Creek Sub Flood Zone	2,000	
425.000.039.539.80.41.02 Contracted Services		2,000
<u>Equipment Replacement Fund</u>		
<i>(Purchase of sander box)</i>		
501.000.401.596.35.64.00 Equipment & Vehicles		30,000
501.100.099.508.00.00.00 Ending Cash		-30,000

Recommendation: Approve Ordinance # -12 an Ordinance amending Ordinance No. 1723-11 entitled, "An Ordinance adopting the Annual Budget for the City of Sedro-Woolley, Washington, for the fiscal year ending December 31, 2012."

AN ORDINANCE AMENDING ORDINANCE 1723-11 ADOPTING THE ANNUAL BUDGET FOR THE CITY OF SEDRO-WOOLLEY, WASHINGTON, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2012

WHEREAS, the Sedro-Woolley City Council has determined that it is in the best interest of the City to amend the 2012 Budget.

NOW, THEREFORE, the City Council of the City of Sedro-Woolley do ordain as follows:

Section 1. The 2012 Budget, adopted by Ordinance 1723-11, and passed by the City Council on December 14, 2011 and is hereby amended as set forth in this Ordinance.

Section 2. Estimated resources, including fund balances or working capital from each separate fund of the City of Sedro-Woolley, and aggregate totals for all such funds combined, for the year 2012 are set forth in summary form below, and are hereby appropriated for expenditure at the fund level during the year 2012 as set forth below:

FUND:	AMOUNT:
001 GENERAL FUND	5,088,163
101 PARKS FUND	874,600
102 CEMETERY FUND	155,048
103 STREET FUND	744,677
104 ARTERIAL STREET FUND	3,715,674
105 LIBRARY FUND	444,855
106 CEMETERY ENDOWMENT FUND	114,896
107 PARKS RESERVE FUND	2,643
108 STADIUM FUND (HOTEL/MOTEL)	48,102
109 SPECIAL INVESTIGATIONS FUND	27,804
111 DOG FUND	1,677
112 CODE ENFORCEMENT FUND	32,500
113 PATHS AND TRAILS FUND	41,917
205 G/O BOND REDEMPTION FUND 2008	289,033
206 G/O BOND 2008 RESERVE FUND	155,850
230 G/O BOND 1996 REDEMPTION FUND	293,086
302 CAPITAL PROJECTS RESERVE FUND	461,769
303 BUILDING MAINTENANCE RESERVE FUND	129,222

310 POLICE MITIGATION RESERVE FUND	63,007
311 PARKS IMPACT FEE RESERVE FUND	126,047
312 FIRE IMPACT FEE RESERVE FUND	23,648
332 PWTF SEWER CONSTRUCTION FUND	482,374
401 SEWER FUND	3,479,036
402 SEWER FACILITIES RESERVE FUND	637,560
407 98 SEWER REVENUE BOND FUND	793,681
410 SEWER CAPITAL PROJECTS RESERVE FUND	2,466,530
411 98 SEWER REV BOND RESERVE FUND	376,482
412 SOLID WASTE OPERATIONS FUND	1,972,614
413 SOLID WASTE RESERVE FUND	174,899
425 STORMWATER FUND	481,941
501 EQUIPMENT REPLACEMENT FUND	972,214
621 SUSPENSE (SWSD)	41,950
 TOTAL ALL FUNDS	 24,713,499

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS 12TH DAY OF DECEMBER, 2012.

Mike Anderson, Mayor

ATTEST:

APPROVED AS TO FORM:

Finance Director

City Attorney

DEC 12 2012

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

Memorandum

To: City Council
From: Patsy Nelson *Patsy*
Date: 12/6/2012
Re: 2013 Salary Ordinance

Issue: Should the Council adopt the attached ordinance which establishes 2013 salaries for the City's appointed and elected officials?

Background information: Salaries stated on the attached ordinance are as presented in the Mayor's 2013 Revised Preliminary Budget.

All employees (except three part time positions; facility monitor, park caretaker and part time firefighters) are scheduled to receive a 2.7% salary increase unless otherwise adjusted per Council review. All salaries for non-elected staff are shown prior to longevity, specialty pay, or incentive pay.

Recommendation: Motion to approve the 2013 Salary Ordinance.

Ordinance No. 12 An Ordinance Establishing the Salaries and Wages for Elected Officials, Union/Guild and Non-Represented Employees of the City of Sedro-Woolley for the Fiscal Year Beginning January 1, 2013.

AN ORDINANCE ESTABLISHING THE SALARIES AND WAGES FOR ELECTED OFFICIALS, UNION/GUILD AND NON-REPRESENTED EMPLOYEES OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2013

WHEREAS, it is necessary to establish, on an annual basis, the salaries and wages of Elected Officials and Union/Guild and Non-Represented staff; and

WHEREAS, the City is in the fourth year of four year agreements with the Sedro-Woolley Public Safety Guild – Police Department Commissioned Employees, and Police Department Support Employees, and applicable wages are depicted below; and

WHEREAS, the City is in the fifth year of a six year agreement with the American Federation of State, County and Municipal Employees, AFL-CIO, Local 176-SW, (AFSCME); and applicable wages are depicted below; and

WHEREAS, Non-Union represented staff shall receive a 2.7% cost of living increase with salaries and wages depicted below. The City Council has reviewed certain positions and increased salaries as deemed appropriate; and

WHEREAS, SWMC 2.02.010 requires an annual review of the mayor's salary and cost of living adjustments consistent with other non-represented employees; and

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

Section 1. The year 2013 wages for AFSCME represented City employees shall be established per the current agreement, which increases wages as depicted below.

Section 2. The 2013 wages for Sedro-Woolley Public Safety Guild represented City employees shall be established per the current contracts as depicted below.

Section 3. The 2013 salaries and wages for non-union employees shall increase by 2.7% and as depicted below.

Section 4. The 2013 annual salary for members of the Sedro-Woolley City Council shall be \$500 per month.

Section 5. SWMC 2.02.010 is amended to read as follows: The mayor of Sedro-Woolley shall be paid an annual salary of twenty-four thousand six hundred forty eight dollars. Annually or at other such intervals as the council desires, the council shall review the salary of the mayor and make cost of living adjustments consistent with those of other nonrepresented employees.

Section 6. The base salaries and wages for all other employees of the City of Sedro-Woolley are established as follows, not including applicable longevity, specialty pay, or incentive pay:

TITLE: SALARY OR WAGE RANGE:

Non-Represented

City Supervisor/City Attorney	\$ 8,737 Per Month
Public Works Director	\$ 8,254 Per Month
Police Chief	\$ 7,415 Per Month
Fire Chief	\$ 7,138 Per Month
Police Lieutenant	\$ 6,772 Per Month
Finance Director	\$ 6,521 Per Month
Assistant Fire Chief/Training Officer	\$ 6,373 Per Month
City Engineer	\$ 6,213 Per Month
IT Director	\$ 5,929 Per Month
Librarian	\$ 5,112 Per Month
Planning Director	\$ 4,781 Per Month
Police Confidential Secretary	\$ 4,069 Per Month
Assistant Librarian	\$ 3,615 Per Month
Assistant Stormwater Permit Manager	\$ 3,373 – \$3,914 Per Month
Offender Work Program Director	\$ 3,026 Per Month
Riverfront Park Caretaker (part time)	\$ 100 Per Month
Facility Monitor (part time)	\$ 25.00 Per Hour
Court Clerk (part time)	\$ 23.25 Per Hour
Transcriptionist (part time)	\$ 14.50 Per Hour
Public Safety Receptionist (part time)	\$ 14.00 Per Hour
Firefighters (part-time)	\$ 12.00 Per Hour
Library Extra Help (part time)	\$ 10.00 - \$18.00 Per Hour

Sedro-Woolley Public Safety Guild

Commissioned Employees

Police Sergeant	\$6,196 - \$6,445 Per Month
Police Officer	\$4,664 - \$5,739 Per Month

Support Employees

Records Supervisor	\$3,292 - \$4,088 Per Month
Records Clerk	\$3,134 - \$3,931 Per Month
Dispatch Clerk	\$3,026 - \$3,729 Per Month
Code Enforcement Officer	\$3,300 - \$3,612 Per Month

Union, AFSCME

Wastewater Treatment Supervisor	\$4,660 - \$5,947 Per Month
Foreman/Supervisor	\$4,413 - \$5,631 Per Month
Lead Plant Operator	\$3,792 - \$4,839 Per Month
Lead Utility Worker/Equip Operator	\$3,605 - \$4,601 Per Month
Plant Operator II	\$3,590 - \$4,582 Per Month

TITLE:

SALARY OR WAGE RANGE:

Wastewater Collection Specialist II	\$3,590 - \$4,582 Per Month
Utility Worker/Equip Operator II	\$3,403 - \$4,345 Per Month
Plant Operator I	\$3,381 - \$4,316 Per Month
Wastewater Collection Specialist I	\$3,381 - \$4,316 Per Month
Utility Worker/Equipment Operator I	\$3,282 - \$4,188 Per Month
Engineering/Planning Technician	\$3,124 - \$3,988 Per Month
Public Works Assistant	\$3,096 - \$3,952 Per Month
Deputy Clerk	\$3,066 - \$3,911 Per Month
Accounting Clerk	\$2,974 - \$3,797 Per Month
Permitting Technician	\$2,974 - \$3,797 Per Month
Secretary Clerk	\$2,848 - \$3,634 Per Month
Building/Sewer Inspector	\$2,993 - \$3,819 Per Month
Custodian	\$2,734 - \$3,493 Per Month
Mechanic (part-time)	\$19.13 - \$29.77 Per Hour
Seasonal positions	\$10.00 - \$15.00 Per Hour

Section 7. The above depicted salaries and wages shall be in effect beginning January 1, 2013.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS 12TH DAY OF DECEMBER, 2012.

Mike Anderson
Mayor

ATTEST:

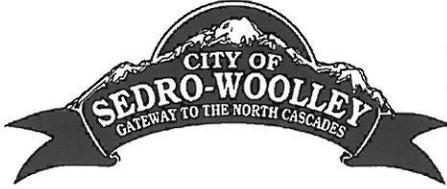
APPROVED AS TO FORM:

Finance Director

City Attorney

CITY COUNCIL AGENDA
REGULAR MEETING

DEC 12 2012



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

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 & Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Revisions to Arts Commission
DATE: December 12, 2012

ISSUE: Should the Council approve the proposed ordinance amending SWMC 2.44 as requested by the prospective members of the commission?

BACKGROUND: The proposed ordinance makes three minor modifications: 1. Changes the name from the Sedro-Woolley Arts Commission to the Arts Council of Sedro-Woolley, 2. Expands the boundaries for membership to the SWSD boundaries, and 3. Staggers the terms of the initial members.

The following people are interested in beginning their service: Elizabeth Fernando, Debra Peterson, Ron Fox, Julie Handy, Caleb Sims, Jessica Haig, Brock Stiles and Councilman Sandström has volunteered to be the liaison.

RECOMMENDATION: MOTION to adopt Ordinance _____-12, an ordinance amending SWMC 2.44 regarding the Sedro-Woolley Arts Council..

AN ORDINANCE AMENDING SWMC 2.44 REGARDING THE SEDRO-WOOLLEY'S ARTS COMMISSION

Whereas, the Council created the Sedro-Woolley Arts Commission to foster the excellence, vitality, diversity, and accessibility of the arts as a fundamental resource for the quality of life in our region; and

Whereas, the Sedro-Woolley Arts Commission is ready to form and prospective members have requested some minor modifications to the form and structure; and

Whereas, the Council wishes to amend SWMC 2.44 as requested by those prospective members; now therefore,

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

Section 1. Sedro-Woolley Municipal Code 2.44 is amended as follows:

Arts Council of Sedro-Woolley

2.44.010 Purpose.

To heighten our residents' and visitors' awareness of the central role of contemporary art in our dynamic society through the acquisition of visual art and support for the literary and performing arts, and to act as a center for display, discussion, and exchange of ideas on issues in contemporary art from our region.

2.44.020 Membership.

The ~~Sedro-Woolley arts commission~~ Arts Council of Sedro-Woolley is a diverse group of active people with knowledge of the visual, literary, and performing arts. This diversity shall be in age, background, and sex. These individuals are dedicated to active participation toward the mission and purpose of the ~~Sedro-Woolley arts commission~~ Arts Council of Sedro-Woolley. The ~~Sedro-Woolley arts commission~~ Arts Council of Sedro-Woolley is a working ~~commission~~ council. The ~~Sedro-Woolley arts commission~~ Arts Council of Sedro-Woolley shall consist of seven voting members and one Sedro-Woolley High School nonvoting student member and one non-voting city council member who will act as liaison. The SWHS nonvoting student member will be appointed at the end of his or her junior year and serve for one year. ~~Four~~ All members must reside ~~in the city of Sedro-Woolley and three members may reside outside the city's limits but~~ within the Sedro-Woolley school district. Each ~~commissioner~~ council member is appointed by the mayor, and voting ~~commissioners~~ council members serve three-year terms and may be reappointed by the mayor for a second three-year term, *provided that the initial terms of members shall be staggered*. The mayor shall consider the advice of the SWHS principal in making the high school member appointment. A total of two consecutive three-year terms shall be the maximum served by any ~~commissioner~~ council member.

In making appointments, the mayor should consider the following criteria:

- A. Broad cultural perspective;
- B. Commitment to the importance of public art in the community;
- C. Experience in collaborative decision making and consensus building;
- D. Willingness to represent the ~~commission~~ council in public;
- E. Ability to deal with conflict; and
- F. Ability to assess the overall needs of the Sedro-Woolley community.

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 _____, 2012, and signed in authentication of its passage this ____ day of _____, 2012.

Mike Anderson, Mayor

Attest:

Patsy Nelson, Finance Director

Approved as to form:

Eron Berg, City Attorney

First Reading by City Council: December 12, 2012
Second Reading by City Council:

Approval by City Council:

Signed by the Mayor:

Date of Publication: