

Next Ord: 1766-13  
Next Res: 840-13

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**

**January 23, 2013**

**7:00 PM**

**Sedro-Woolley Municipal Building**

**Council Chambers**

**325 Metcalf Street**

1. Call to Order
2. Pledge of Allegiance
3. Consent Calendar .....1 - 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
  - c. Finance
    - Claim Checks #75971 to #76037 in the amount of \$297,519.18
    - Claim Checks #76038 to #76095 in the amount of \$66,694.93
    - Payroll Checks #54792 to #54893 in the amount of \$189,706.91
  - d. Interlocal Agreement for Library Services with Upper Skagit Library District
  - e. Interlocal Agreement - Provision of Community Services 2013
  - f. Possible Bid Award - Public Works Agreements Nos. 2013-PW-7 thru 11, 13, and 14  
Miscellaneous On-Call Maintenance Services
  - g. Resolution 839-13 declaring certain property as surplus and authorizing its disposition
  - h. Misc. Annual Contracts/Agreements
4. Medal of Valor Award to Rhonda Lasley, Nicole Vojkovich, Bruce Engle and Citizen Certificate of Commendation to Robby Dean Powell
  5. Washington Coalition for Open Government Presentation to Mayor Anderson

6. Public Comment.....193

**NEW BUSINESS**

7. Alcohol Treatment and Prevention Program Funding Discussion with Jennifer Kingsley...195 - 199

**UNFINISHED BUSINESS**

8. Skagit County Jail Project.....201 - 209

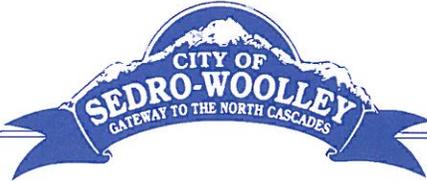
**COMMITTEE REPORTS AND REPORTS FROM OFFICERS**

**EXECUTIVE SESSION**

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

JAN 23 2013

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



DATE: January 23, 2013  
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 January 23, 2013 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.

JAN 23 2013

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

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CITY OF SEDRO-WOOLLEY  
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Regular Meeting of the City Council  
January 9, 2013 – 7:00 P.M. – Council Chambers

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

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

Pledge of Allegiance

Consent Calendar

- Approval of Agenda
- Minutes from Previous Meeting
- Finance
  - Claim Checks #75887 to #75954 in the amount of \$116,409.66 (Void Check #75920)
  - Claim Checks #75955 to #75970 in the amount of \$45,326.39
  - Payroll Checks #54688 to #54791 in the amount of \$256,758.07
- Council Committee Assignments 2013
- Civil Service Commission Re-Appointments
- Planning Commission Re-Appointments
- Employment Contracts
- HRA VEBA Revision
- Proposed Washington State Fluorescent Light Stewardship Program Collection Agreement
- Interlocal Agreement for Library Services with City of Mount Vernon

Councilmember Storrs moved to approve the consent calendar A through J. Seconded by Councilmember Wagoner. Motion carried (7-0).

City Supervisor/Attorney Berg arrived at 7:02 P.M.

Sedro-Woolley Riding Club Presentation

Doug Wood – Vice President of the Sedro-Woolley Riding Club thanked the Council for the Hotel/Motel tax given to the group and introduced Lindsey Tonkin 2012 Rodeo Queen and Shelby Hurley, 2013 Rodeo Queen. Queen Lindsey thanked the Council for their support to the Riding Club and showed a pictorial slide show of her year as queen.

## Public Comment

Kris Dodge – manager of Three Rivers Inn, 210 Ball Street, expressed her thoughts regarding the TPA tax. She stated she has polled several of the contractors and companies that patronize the Inn and all were against the additional room tax. She noted that most of the construction workers who stay at the Inn do not receive per diem from their companies and the additional \$2.00 would cause them to look elsewhere for lodging. Loss of the construction workers would result in a loss of revenue and possible layoffs of staff. She also noted their 80% occupancy is primarily from the construction workers. Dodge stated she is a lifelong resident of Sedro-Woolley and does not see the TPA tax as a benefit to the City. She encouraged Council to not put the TPA tax into place.

Nav Narwell – owner of Three Rivers Inn addressed the Council regarding his opposition to the \$2.00 TPA tax and requested Council reconsider their decision. He noted the hardship on a small business with increased taxes and referenced a letter he had sent to the Councilmembers. He spoke of trying to maintain the Inn to a certain standard with continued upgrades to the business which has helped to increase business. He stated he would rather give the additional increase to the employees who help make the business. Narwell also addressed examples and references used during the presentation by the TPA supporters to Snohomish County as comparisons. He noted that several hotels in Snohomish County are having difficulties. Narwell addressed the rate structures through internet sites such as Expedia, Orbitz and Priceline.com and requested Council to not implement the TPA tax.

## **UNFINISHED BUSINESS**

### Skagit County Jail Discussion

City Supervisor/Attorney Berg reviewed the expectation of voting at the next Coordinating Council meeting and requested Council direction on the following:

1. Do you support a full or partial voter-approved bond issue to finance all or part of the capital cost of the jail?
2. Do you support a collective 0.3% sales tax with an interlocal agreement specifying that 0.1% will be distributed consistent with the statutory 85/15 distribution formula? And;
3. Do you support a pooling of the balance of the 0.3% sales tax revenue (over and above the first 0.1% within the cities) to be committed to the jail project, with an interlocal agreement among the cities and county to ensure space, bed rate formulas, governance, pooling of sales and use tax, etc., for the life of the facility?

He also reported on a recent presentation to the Coordinating Council from Ed Campbell, Director of the Yakima County Jail regarding their interest in having offenders from Skagit County be outsourced to their jail. Berg highlighted the presentation which reviewed their facility and programs as well as questions and concerns regarding

transporting inmates back and forth, video conferencing, bed rates, convenience factor and attorney/client communications.

Berg referenced item three and noted that there is no scenario to be able to fund an expansion of jail operations under current dollars.

Councilmember Wagoner who also sits on the Coordinating Council addressed the variety of programs that are offered within the Yakima facility. He also noted that bond issues are voter's choice.

Berg requested direction on the 0.3% tax increase as to whether the Council would support question three even going on the ballot.

A lengthy Council discussion ensued regarding outsourcing, length of contracts with Yakima, statistics for bed capacity, bed capacity for the life of the bond, expanded information and research of the Yakima facility, sales tax being a necessary component to an expanded capacity, medical issues costs and privatization of jail management. The Council consensus was to support a voter approved 0.3% sales tax for operations and to further explore outsourcing before committing to a bond vote.

## **NEW BUSINESS**

### Farm Lease Agreement

City Supervisor/Attorney Berg reviewed the outcome of the Council's request to publish an RFP for a farm land lease. He noted that two proposals were received and recommended approval to the high bidder, Norm Nelson, Sterling Hill Potatoes. The lease would be for both parcels of property. Berg recommended that the funds received from the lease of the River Road property be put towards the Stormwater loan and the funds for the Rhodes Road property be put towards the Houser Playfield property payment.

Councilmember Wagoner moved to approve the attached lease agreement with Sterling Hill Potatoes. Seconded by Councilmember Splane.

Councilmember Sandström expressed concern on behalf of Loggerodo of the impact of parking in that area and the fireworks show in reference to the lease of the property. City Supervisor/Attorney reviewed the map within the packet which shows little or no impact. Sandström also questioned any impact for the helicopter take-off and landing. Motion carried (7-0).

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

Police Chief Wood – noted that since the cut backs on the ability to book at the jail the City has taken steps to form an agreement with Wapato as well as implementation of the

Offender Work Program. He noted that through the Court, Luigi's crew has clocked over 5,000 hours of labor in both 2011 and 2012 which has been a great asset to the City.

Fire Chief Klinger – referred to his 2012 report at the Councilors' seats. The report gives a breakdown of the number, location and types of calls. It was noted the Fire Department responded to a total of 1778 incidents in 2012.

Planner Coleman – reported the Planning Commission is finishing up the 2012 Comprehensive Plan docket recommendations to be brought to Council in the near future. He also referenced the upcoming joint Planning Commission and Council worksession in February to discuss what the City Council and Planning Commission might want to have on the 2013 docket and noted that advertisement has been published for general public items for 2013 Comprehensive Plan docket.

City Supervisor/Attorney Berg – announced the upcoming Legislative Action Conference to be held in Olympia on February 13 & 14. He spoke of the importance in meeting with Legislative representatives on City issues. He also noted that it is a Council night and the Mayor will be out of town so the Mayor Pro Tem will be active. There will need to be four Council members in the attendance at the meeting, but there is room for up to three Councilmembers to attend the conference. Berg did state there may be other opportunities for Councilmembers to go to Olympia for other topics in the coming year. Councilmembers Loy and Wagoner expressed interest in attending the conference.

Councilmember Galbraith questioned conflicting information between Three Rivers and the TPA Committee. Discussion ensued regarding facilitating a meeting between the motels and the TPA Committee, a multi tiered process and purpose of the yes vote was to give the TPA Committee time to work with the local motels to win them over.

Elizabeth Fernando – noted Three Rivers had been invited to come to a meeting to learn what the TPA was about and there has been no effort on their part to learn. She also stated from a Chamber of Commerce perspective the TPA is a visionary proposal.

City Supervisor/Attorney Berg – addressed a copy of a letter he sent regarding the Gateway Pacific Coal facility. He noted the purpose of the letter was to go on record that the facility could impact citizens of Sedro-Woolley with travels to and from at Cook Road, concerns with the Burlington Northern Santa Fe bridge over the Skagit River and increase travel of the Sumas line. The letter does not state a position but requests as part of the environmental studies areas to look at.

Engineer Freiburger – addressed the status of the SR 20 realignment project. He reviewed plans noting that public meetings had been held and spoke of concerns expressed by Travis Coulter of North Cascade Ford on the abandonment of Cook Road to Ferry Street. He noted due to the concerns of Coulter and other downtown businesses a reanalysis of the proposed Edward R. Murrow Street was done. He reviewed revisions to the project and noted the revisions will be sent to the TIB for their approval of the design change. Freiburger also addressed stormwater drainage for the project noting the project

changes will allow for a different plan for the stormwater drainage which might be an additional savings to the project. Freiberger addressed the time line for the project including time loss due to the proposed changes. Original plans were to advertise for bids in May with a project start date in mid-July. Any other delays might push the project to 2014. He also reviewed the Phase 2 of the project and spoke of possibilities to receive funding for a portion of the work on Phase 2. The Council consensus was to proceed with plans and changes as outlined by Public Works Director Freiberger.

Further discussion ensued regarding phasing of the project and the impact on traffic during construction.

Councilmember Wagoner – commented on the recent article in the paper with a river rescue by Officer Lasley and volunteer, Nicole Voikovich. He also noted a great job by the Fire Department handling a recent injury at a High School sporting event.

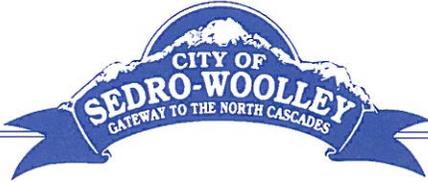
Councilmember Storrs – commented on the professionalism of Officer Lazon in the handling of a traffic accident he was recently involved in.

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

The meeting adjourned at 8:43 P.M.

JAN 23 2013

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



DATE: January 23, 2013  
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 January 23, 2013.

Motion to approve Claim Checks #75971 to #76037 in the amount of \$297,519.98 and Claim Checks #76038 to #76095 in the amount of \$66,694.93.

Motion to approve Payroll Checks #54792 to #54893 in the amount of \$189,706.91.

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  
 12/31/2012 (Printed 01/17/2013 10:51)

PAGE 1

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
75971	ALL-PHASE ELECTRIC	****RESOURCE CONSERVATION		3,777.53
		MAINT OF GENERAL EQUIP	SWR	3.90
		WARRANT TOTAL		3,781.43
75972	ALLIED WASTE SERVICES #197	****SOLID WASTE DISPOSAL		72.68
		WARRANT TOTAL		72.68
75973	ALPINE FIRE & SAFETY	OPERATING SUPPLIES	ST	92.39
		WARRANT TOTAL		92.39
75974	ARAMARK UNIFORM SERVICES	MISC-LAUNDRY	ST	2.49
		LAUNDRY	SWR	8.33
		LAUNDRY	SWR	10.82
		WARRANT TOTAL		21.64
75975	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS	63.43
		AUTO FUEL	CS	37.07
		AUTO FUEL	CS	58.05
		AUTO FUEL	PD	757.39
		AUTO FUEL	PD	341.24
		AUTO FUEL/DIESEL	FD	333.08
		AUTO FUEL/DIESEL	FD	317.94
		AUTO FUEL/DIESEL	PK	202.30
		AUTO FUEL/DIESEL	PK	58.44
		AUTO FUEL/DIESEL	ST	253.91
		AUTO FUEL/DIESEL	ST	110.82
		AUTO FUEL/DIESEL	SWR	155.02
		AUTO FUEL/DIESEL	SWR	124.97
		WARRANT TOTAL		3,313.66
75976	BARNETT IMPLEMENT CO. INC	SMALL TOOLS & MINOR EQUIP	PK	138.18
		SMALL TOOLS & MINOR EQUIP	PK	13.02
		SMALL TOOLS & MINOR EQUIP	PK	134.84
		SMALL TOOLS & MINOR EQUIP	PK	134.27
		SMALL TOOLS & MINOR EQUIP	PK	106.16
		WARRANT TOTAL		526.47
75977	BAY CITY SUPPLY	OPERATING SUP - CITY HALL	PK	2,456.19
		OPERATING SUP - LIBRARY	PK	63.84
		WARRANT TOTAL		2,520.03
75978	BOULDER PARK, INC	SOLIDS HANDLING	SWR	6,128.14
		WARRANT TOTAL		6,128.14
75979	CENTRAL WELDING SUPPLY	OPERATING SUPPLIES	SAN	21.64
		WARRANT TOTAL		21.64
75980	COLEMAN, JOHN	****EMPLOYEE WELLNESS		30.00
		WARRANT TOTAL		30.00
75981	CRYSTAL SPRINGS	OPERATING SUPPLIES	SWR	30.00
		WARRANT TOTAL		30.00

CITY OF SEDRO-WOLLEY  
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
75982	CUSTOM EMBROIDERY	SAFETY EQUIPMENT	SWR	32.42
		WARRANT TOTAL		32.42
75983	DALCO, INC	****OPERATING SUPPLIES		460.71
		WARRANT TOTAL		460.71
75984	DAVID EVANS & ASSOC INC	****ENG-SR20/COOK REALIGNMENT		70,319.91
		****ENG-SR20/COOK REALIGN SKAT		2,409.00
		WARRANT TOTAL		72,728.91
75985	E & E LUMBER	OPERATING SUP - BINGHAM PARK		108.60
		REPAIRS/MT-RV PARK	PK	38.66
		REPAIRS/MT-RV PARK	PK	32.10
		REPAIRS/MT-COMMUNITY CTR	PK	64.42
		REPAIR/MT-SENIOR CENTER	PK	3.79
		****RESOURCE CONCERVATION		2.75
		****RESOURCE CONCERVATION		20.77
		****RESOURCE CONCERVATION		42.22
		****RESOURCE CONCERVATION		51.93
		OPERATING SUPPLIES	ST	5.54
		OPERATING SUPPLIES	ST	14.57
		REPAIR/MAINTENANCE-EQUIP	ST	16.52
		OPERATING SUPPLIES	SAN	3.97
		WARRANT TOTAL		405.84
75986	EC POWER SYSTEMS OF WASH	REPAIRS/MAINT-EQUIP	FD	300.46
		MAINTENANCE CONTRACTS	SWR	1,534.02
		****REPAIRS/MAINTENANCE		150.23
		WARRANT TOTAL		1,984.71
75987	EDGE ANALYTICAL, INC.	PROFESSIONAL SERVICES	SWR	274.00
		PROFESSIONAL SERVICES	SWR	168.00
		WARRANT TOTAL		442.00
75988	FAB-TECH	RENTAL-EQUIPMENT	ST	773.63
		REPAIR/MAINTENANCE-EQUIP	ST	643.01
		REPAIR/MAINTENANCE-EQUIP	ST	137.96
		REPAIRS/MAINTENANCE	ST	119.02
		WARRANT TOTAL		1,673.62
75989	FELLER HEATING & AIR COND	MAINTENANCE CONTRACTS	SWR	167.62
		WARRANT TOTAL		167.62
75990	GATEWAY TRANSMISSIONS	SMALL TOOLS & MINOR EQUIP	SAN	378.70
		WARRANT TOTAL		378.70
75991	HONEY BUCKET	UTILITIES-PORTABLE TOILETS	PK	75.00
		WARRANT TOTAL		75.00
75992	INVENTORY TRADING COMPANY	SENIOR CRIME WATCH	EXE	300.00
		WARRANT TOTAL		300.00

CITY OF SEDRO-WOLLEY  
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
75993	JOHN, RONALD	RETIRED MEDICAL	PD	212.20
		WARRANT TOTAL		212.20
75994	JOYS BAKERY & CAFE	****EMPLOYEE RECOGNITION		677.60
		WARRANT TOTAL		677.60
75995	KCDA PURCHASING COOPERATIVE	****SUPPLIES/BOOKS		21.12
		****SUPPLIES		21.12
		OFF/OPER SUPPS & BOOKS	INSP	21.12
		WARRANT TOTAL		63.36
75996	KROESEN'S INC.	UNIFORMS	FD	260.47
		UNIFORMS	FD	321.19
		UNIFORMS	FD	106.96
		UNIFORMS	FD	8.60
		UNIFORMS	FD	230.30
		UNIFORMS	FD	166.52
		UNIFORMS	FD	127.03
		UNIFORMS	FD	104.74
		UNIFORMS	FD	32.30
		UNIFORMS	FD	321.19
		UNIFORMS	FD	23.70
		UNIFORMS	FD	127.03
		WARRANT TOTAL		1,830.03
75997	LITHTEX NW	SUPPLIES	JUD	57.89
		SUPPLIES	JUD	127.28
		WARRANT TOTAL		185.17
75998	MID-AMERICAN RESEARCH CHEM.	OPERATING SUPPLIES	SAN	129.50
		WARRANT TOTAL		129.50
75999	MOTOROLA	****MACHINERY & EQUIPMENT		1,943.71
		WARRANT TOTAL		1,943.71
76000	NORTH CASCADE FORD	REPAIR & MAINT - AUTO	PD	26.16
		REPAIR & MAINT - AUTO	PD	40.23
		WARRANT TOTAL		66.39
76001	NORTHWEST FENCE	REPAIRS & MAINTENANCE	PD	1,203.65
		REPAIR/MAINT-STREETS	ST	373.53
		WARRANT TOTAL		1,577.18
76002	OASYS	OPERATING RENTALS/LEASES	FIN	655.09
		****SUPPLIES/BOOKS		129.44
		****SUPPLIES		258.87
		OFF/OPER SUPPS & BOOKS	INSP	129.43
		WARRANT TOTAL		1,172.83
76003	OFFICE DEPOT	****SUPPLIES/BOOKS		30.55
		****SUPPLIES		3.53
		OFF/OPER SUPPS & BOOKS	INSP	22.44

CITY OF SEDRO-WOLLEY  
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		56.52
76004	OLIVER-HAMMER CLOTHES	UNIFORMS/ACCESSORIES	PD	324.58
		WARRANT TOTAL		324.58
76005	OSBORNE, ROBERT	PROFESSIONAL SERVICES	INSP	300.00
		WARRANT TOTAL		300.00
76006	PAT RIMMER TIRE CTR, INC	REPAIRS/MAINT-EQUIP	FD	159.05
		MAINTENANCE OF VEHICLES	SWR	1,179.66
		WARRANT TOTAL		1,338.71
76007	PETTY CASH	****EQUIP & VEHICLES		47.25
		WARRANT TOTAL		47.25
76008	PLATT	MAINT OF GENERAL EQUIP	SWR	276.45
		WARRANT TOTAL		276.45
76009	PURCHASE POWER	POSTAGE	JUD	313.64
		POSTAGE	FIN	232.53
		****POSTAGE		7.26
		****POSTAGE		84.13
		****POSTAGE		53.86
		POSTAGE	PD	195.86
		POSTAGE	FD	6.76
		POSTAGE	FD	24.88
		POSTAGE	INSP	18.87
		POSTAGE	CEM	19.42
		POSTAGE	SWR	157.81
		POSTAGE	SAN	72.84
		****OPERATING SUPPLIES		12.14
		WARRANT TOTAL		1,200.00
76010	SEDRO-WOLLEY AUTO PARTS	REPAIR & MAINT - AUTO	PD	10.29
		OPERATING SUPPLIES	ST	33.52
		REPAIR/MAINTENANCE-EQUIP	ST	14.04
		REPAIR/MAINTENANCE-EQUIP	ST	3.02
		REPAIR/MAINTENANCE-EQUIP	ST	37.87
		SMALL TOOLS & MINOR EQUIP	SAN	74.65
		WARRANT TOTAL		173.39
76011	SEDRO-WOLLEY GLASS	REPAIRS/MAINT-EQUIP	FD	32.46
		WARRANT TOTAL		32.46
76012	SEDRO-WOLLEY LOGGERODEO	****ADVERTISING-LOGGERODEO		8,000.00
		WARRANT TOTAL		8,000.00
76013	SEDRO-WOLLEY MUSEUM	****S-W MUSEUM		351.84
		WARRANT TOTAL		351.84
76014	SEDRO-WOLLEY SCHOOL DIST	****SCHOOL IMPACT FEES		5,298.00
		WARRANT TOTAL		5,298.00

CITY OF SEDRO-WOLLEY  
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
76015	SEDRO-WOLLEY RIDING CLUB	****S-W RIDING CLUB - RODEO		1,000.00
		WARRANT TOTAL		1,000.00
76016	SEVEN SISTERS, INC.	MAINTENANCE CONTRACTS	SWR	133.68
		WARRANT TOTAL		133.68
76017	SKAGIT CO. DIST. COURT	MUNICIPAL COURT PROB.	JUD	1,000.00
		WARRANT TOTAL		1,000.00
76018	SKAGIT CO. PUBLIC WORKS	****SOLID WASTE DISPOSAL		39,471.52
		WARRANT TOTAL		39,471.52
76019	SKAGIT COUNTY SHERIFF	PRISONERS	PD	5,461.00
		PRISONERS	PD	4,814.88
		WARRANT TOTAL		10,275.88
76020	SKAGIT RADIOLOGY INC.	PRISONERS	PD	18.70
		WARRANT TOTAL		18.70
76021	SKAGIT PUBLISHING	****ADVERTISING		90.00
		****ADVERTISING		75.00
		****ADVERTISING/LEGAL PUBLIC		105.00
		LEGAL PUBLICATIONS	SWR	40.00
		WARRANT TOTAL		310.00
76022	SORSDAL, HEATHER	EMPLOYEE WELLNESS	PD	300.00
		WARRANT TOTAL		300.00
76023	STAPLES BUSINESS ADVANTAGE	SUPPLIES	FIN	214.06
		WARRANT TOTAL		214.06
76024	TRUE VALUE	REPAIRS/MAINT-EQUIP	FD	7.87
		OPERATING SUP - SENIOR CTR	PK	12.97
		REPAIRS/MT-RV PARK	PK	11.88
		REPAIRS/MT-COMMUNITY CTR	PK	34.60
		****RESOURCE CONCERVATION		28.19
		****RESOURCE CONCERVATION		5.40
		****RESOURCE CONCERVATION		41.01
		****HOLIDAY DISPLAYS		43.24
		WARRANT TOTAL		185.16
76025	US BANK -- PURCHASE CARDS	MEALS/TRAVEL	EXE	24.00
		MEALS/TRAVEL	EXE	21.96
		SENIOR CRIME WATCH	EXE	94.20
		****EMPLOYEE WELLNESS		16.31
		****TRAVEL		48.21
		PRINTING/PUBLICATIONS	PD	36.66
		****MACHINERY & EQUIPMENT		21.63
		****MACHINERY & EQUIPMENT		399.00
		****MACHINERY & EQUIPMENT		91.15
		MISC-TUITION/REGISTRATION	INSP	160.00
		MISC-TUITION/REGISTRATION	INSP	347.76

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		REPAIR/MT-MEMORIAL PARK	PK	132.29
		REPAIR/MAINT-OFFICE EQUIP	PK	162.93
		SUPPLIES	LIB	147.00
		POSTAGE	LIB	90.00
		****EARLY LITERACY		37.08
		****EARLY LITERACY		487.09
		****EARLY LITERACY		434.25
		****EARLY LITERACY		22.47
		****CAP OUTLAY-GRANT FOR HHS		359.70
		OPERATING SUPPLIES	SWR	10.60
		WARRANT TOTAL		3,144.29
76026	UTIL UNDERGROUND LOC CTR	OPERATING SUPPLIES	SWR	19.63
		WARRANT TOTAL		19.63
76027	VALLEY AUTO SUPPLY	****SUPPLIES		132.84
		REPAIRS/MAINT-EQUIP	SAN	94.12
		OPERATING SUPPLIES	SAN	114.66
		OPERATING SUPPLIES	SAN	54.08
		****OPERATING SUPPLIES		176.32
		WARRANT TOTAL		572.02
76028	VOYAGER FLEET SYSTEMS INC.	AUTO FUEL/DIESEL	PK	19.22
		AUTO FUEL/DIESEL	SAN	259.34
		WARRANT TOTAL		278.56
76029	WA STATE DEPT OF L & I	INDUSTRIAL INSURANCE	JUD	7.27
		INDUSTRIAL INSURANCE	PD	116.47
		INDUSTRIAL INSURANCE	PD	487.20
		INDUSTRIAL INSURANCE	PD	126.83
		INDUSTRIAL INSURANCE	SAN	2.73
		WARRANT TOTAL		740.50
76030	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS	PD	183.00
		WARRANT TOTAL		183.00
76031	WA STATE DEPT OF REVENUE	SENIOR CRIME WATCH	EXE	7.72
		****SUPPLIES/BOOKS		2.31
		PRINTING/PUBLICATIONS	PD	3.01
		OPERATING SUPPLIES	FD	43.78
		REPAIRS/MAINT-EQUIP	FD	4.99
		REPAIR/MT-MEMORIAL PARK	PK	10.85
		****TAXES AND ASSESSMENTS		21.60
		****TAXES AND ASSESSMENTS		144.42
		SUPPLIES	LIB	27.74
		****EARLY LITERACY		77.39
		****TAXES AND ASSESSMENTS		7.95
		****BOOKS, PERIOD, RECORDS		13.36
		****BOOKS SKAGIT COUNTY		37.79
		****CAP OUTLAY-GRANT FOR HHS		29.50
		MAINTENANCE CONTRACTS	SWR	94.30
		MAINTENANCE OF LINES	SWR	15.88

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		OPERATING SUPPLIES SWR	9.23
		****TAXES AND ASSESSMENTS	5,588.72
		****TAXES & ASSESSMENTS	5,671.33
		WARRANT TOTAL	11,811.87
76032	WASHINGTON STATE PATROL	INTERGOV SVC-GUN PERMITS PD	99.00
		WARRANT TOTAL	99.00
76033	WASHINGTON ORGANIC RECYCLING	MISC-DUES/SUBS & TUITN/REG SAN	125.00
		WARRANT TOTAL	125.00
76034	WAPATO POLICE DEPARTMENT	PRISONERS PD	2,800.00
		WARRANT TOTAL	2,800.00
76035	WASTE MANAGEMENT OF SKGT	****RECYCLING FEE - HOUSEHOLD	6,618.01
		WARRANT TOTAL	6,618.01
76036	WM. H. REILLY & CO.	****PLANT UPGRADES	97,133.06
		WARRANT TOTAL	97,133.06
76037	WOOD'S LOGGING SUPPLY INC	SMALL TOOLS/MINOR EQUIP CEM	346.20
		MISCELLANEOUS CEM	294.26
		WARRANT TOTAL	640.46
		RUN TOTAL	297,519.18

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	29,576.10
101	PARK FUND	8,049.19
102	CEMETERY FUND	804.30
103	STREET FUND	2,631.84
104	ARTERIAL STREET FUND	72,728.91
105	LIBRARY FUND	1,382.12
107	PARKS RESERVE FUND	389.20
108	STADIUM FUND	9,351.84
401	SEWER FUND	16,163.20
402	SEWER FACILITIES RESERVE FUND	97,133.06
412	SOLID WASTE FUND	53,164.77
425	STORMWATER	162.37
501	EQUIPMENT REPLACEMENT FUND	684.28
621	SUSPENSE FUND	5,298.00
TOTAL		297,519.18

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DEPARTMENT	AMOUNT
001 000 012	1,506.08
001 000 013	1,141.79
001 000 014	1,101.68
001 000 015	7.26
001 000 018	158.55
001 000 019	567.55
001 000 020	518.43
001 000 021	20,513.84
001 000 022	3,061.30
001 000 024	999.62
FUND CURRENT EXPENSE FUND	29,576.10
101 000 076	8,049.19
FUND PARK FUND	8,049.19
102 000 036	804.30
FUND CEMETERY FUND	804.30
103 000 042	2,631.84
FUND STREET FUND	2,631.84
104 000 042	72,728.91
FUND ARTERIAL STREET FUND	72,728.91
105 000 072	1,382.12
FUND LIBRARY FUND	1,382.12
107 000 076	389.20
FUND PARKS RESERVE FUND	389.20
108 000 019	9,351.84
FUND STADIUM FUND	9,351.84
401 000 035	16,163.20
FUND SEWER FUND	16,163.20
402 000 000	97,133.06
FUND SEWER FACILITIES RESERVE FUND	97,133.06
412 000 037	53,164.77
FUND SOLID WASTE FUND	53,164.77
425 000 039	162.37
FUND STORMWATER	162.37
501 000 047	637.03
501 000 412	47.25
FUND EQUIPMENT REPLACEMENT FUND	684.28
621 000 000	5,298.00
FUND SUSPENSE FUND	5,298.00

VENDOR	VENDOR NAME	INVOICE NUMBER	REFERENCE	INVOICE DATE	DUE DATE	COMMENTS
	TOTAL		297,519.18			

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
76038	AMERICAN FLEET MAIN. LLC	REPAIRS/MAINT-EQUIP	FD	114.10
		WARRANT TOTAL		114.10
76039	ARAMARK UNIFORM SERVICES	MISC-LAUNDRY	ST	2.49
		MISC-LAUNDRY	ST	2.49
		LAUNDRY	SWR	8.33
		LAUNDRY	SWR	8.33
		WARRANT TOTAL		21.64
76040	ASSOCIATION OF WA CITIES	RETIRED MEDICAL	PD	4,777.52
		WARRANT TOTAL		4,777.52
76041	ASSOC OF WASH CITIES	PROFESSIONAL SERVICES	PK	123.46
		MISC-DUES/SUBSCRIPTIONS	CEM	61.73
		PROFESSIONAL SERVICES	ST	185.16
		PROFESSIONAL SERVICES	SWR	432.05
		PROFESSIONAL SERVICES	SAN	308.60
		WARRANT TOTAL		1,111.00
76042	ASSOC PETROLEUM PRODUCTS	AUTO FUEL/DIESEL	ST	108.40
		AUTO FUEL/DIESEL	SWR	108.40
		AUTO FUEL/DIESEL	SAN	1,861.05
		VEHICLE FUEL	SWTR	122.20
		WARRANT TOTAL		2,200.05
76043	AT & T	TELEPHONE	JUD	1.14
		TELEPHONE	EXE	6.84
		TELEPHONE	FIN	10.25
		TELEPHONE	LGL	3.42
		TELEPHONE	IT	1.14
		TELEPHONE	PLN	6.84
		TELEPHONE	ENG	7.98
		TELEPHONE	PD	62.66
		TELEPHONE	FD	6.84
		TELEPHONE	ST	1.14
		TELEPHONE	LIB	1.14
		TELEPHONE	SWR	2.27
		TELEPHONE	SAN	2.27
		WARRANT TOTAL		113.93
76044	BAY CITY SUPPLY	OPERATING SUPPLIES	FD	39.00
		WARRANT TOTAL		39.00
76045	BIOSCIENCE, INC.	MAINTENANCE OF LINES	SWR	1,725.00
		WARRANT TOTAL		1,725.00
76046	BLUMENTHAL UNIFORM & EQUIP	UNIFORMS/ACCESSORIES	PD	60.05
		UNIFORMS/ACCESSORIES	PD	163.22
		UNIFORMS/ACCESSORIES	PD	65.14
		WARRANT TOTAL		288.41
76047	BOARD FOR VOLUNTEER	PENSION-VOLUNTEER FIREMEN	FD	1,950.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		PENSION-VOLUNTEER FIREMEN	FD	180.00-
		WARRANT TOTAL		1,770.00
76048	BOARD FOR VOLUN. RESERVE	RESERVES/EXTRA HELP	PD	580.00
		WARRANT TOTAL		580.00
76049	BLOOMBERG BUSINESSWEEK	BOOKS - SKAGIT COUNTY	LIB	42.60
		WARRANT TOTAL		42.60
76050	CASCADE NATURAL GAS CORP.	PUBLIC UTILITIES	PD	73.61
		PUBLIC UTILITIES	FD	323.34
		UTILITIES - SHOP	PK	48.72
		PUBLIC UTILITIES-CITY HALL	PK	2,293.61
		PUBLIC UTILITIES	SWR	26.66
		WARRANT TOTAL		2,765.94
76051	CODE PUBLISHING INC.	CODE BOOK	LGS	1,055.47
		WARRANT TOTAL		1,055.47
76052	COMCAST	INTERNET SERVICES	IT	127.47
		WARRANT TOTAL		127.47
76053	DATA BASE RECORDS DESTRUCTION LLC	SUPPLIES	JUD	22.39
		SUPPLIES	FIN	67.17
		SUPPLIES/BOOKS	PLN	13.01
		SUPPLIES	ENG	13.02
		OFFICE/OPERATING SUPPLIES	PD	89.56
		OFF/OPER SUPPS & BOOKS	INSP	13.01
		WARRANT TOTAL		218.16
76054	E & E LUMBER	OFFICE/OPERATING SUPPLIES	CWP	2.16
		REPAIR/MAINT-GARAGE	FD	32.46
		REPAIR/MAINTENANCE-LAND	CEM	68.23
		WARRANT TOTAL		102.85
76055	ECO-3	TUITION/TRAINING	SWTR	175.00
		WARRANT TOTAL		175.00
76056	GLEASON, JOHN M.	PROSECUTING ATTORNEY	LGL	2,500.00
		WARRANT TOTAL		2,500.00
76057	FRONTIER	TELEPHONE	JUD	36.54
		TELEPHONE	EXE	54.81
		TELEPHONE	FIN	54.81
		TELEPHONE	LGL	24.36
		TELEPHONE	IT	18.27
		TELEPHONE	PLN	18.27
		TELEPHONE	ENG	42.63
		TELEPHONE	PD	182.41
		TELEPHONE	FD	66.49
		TELEPHONE	FD	.50
		TELEPHONE	INSP	18.27

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		TELEPHONE	PK	12.18
		TELEPHONE	ST	6.09
		TELEPHONE	LIB	30.45
		TELEPHONE	SWR	48.72
		TELEPHONE	SAN	24.36
		WARRANT TOTAL		639.16
76058	GALLINO, LUIGI	OFFICE/OPERATING SUPPLIES	CWP	62.73
		WARRANT TOTAL		62.73
76059	GARDNER, GLENN	REPAIR & MAINT - AUTO	PD	200.16
		WARRANT TOTAL		200.16
76060	GROENEVELD	REPAIRS/MAINT-EQUIP	SAN	124.07
		WARRANT TOTAL		124.07
76061	HAYDEN, PATRICK	CONFLICT COUNCIL	LGL	150.00
		WARRANT TOTAL		150.00
76062	HOLMBERG, KERIG	UNIFORMS/ACCESSORIES	PD	185.81
		WARRANT TOTAL		185.81
76063	INGRAM LIBRARY SERVICES	BOOKS - SKAGIT COUNTY	LIB	60.72
		BOOKS - SKAGIT COUNTY	LIB	22.45
		BOOKS - SKAGIT COUNTY	LIB	19.22
		BOOKS - SKAGIT COUNTY	LIB	138.99
		BOOKS - SKAGIT COUNTY	LIB	21.71
		BOOKS - SKAGIT COUNTY	LIB	16.54
		BOOKS - SKAGIT COUNTY	LIB	68.98
		BOOKS - SKAGIT COUNTY	LIB	228.52
		BOOKS - SKAGIT COUNTY	LIB	29.07
		WARRANT TOTAL		606.20
76064	LEGEND DATA SYSTEMS INC.	OPERATING SUPPLIES	FD	8.98
		WARRANT TOTAL		8.98
76065	MCCANN, WILLIAM R.	INDIGENT DEFENDER	LGL	3,100.00
		WARRANT TOTAL		3,100.00
76066	MOTOR TRUCKS, INC.	REPAIRS/MAINT-EQUIP	SAN	1,864.07
		WARRANT TOTAL		1,864.07
76067	MOTION PICTURE LICENSING CORP.	SUBSCRIPTIONS	LIB	65.75
		WARRANT TOTAL		65.75
76068	MOUNT VERNON, CITY OF	SPILLMAN SYSTEM	PD	2,433.02
		CENTRAL DISPATCH	FD	1,684.35
		WARRANT TOTAL		4,117.37
76069	NORTHWEST CLEAN AIR AGENCY	NW AIR POLLUTION	AIR	3,706.50
		WARRANT TOTAL		3,706.50

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
76070	ORCA PACIFIC INC.	OP SUPPLIES-CHEMICALS	SWR	2,078.79
		WARRANT TOTAL		2,078.79
76071	PACIFIC COMMERCIAL LOCK & KEY	REPAIRS & MAINTENANCE	PD	153.37
		WARRANT TOTAL		153.37
76072	PAT RIMMER TIRE CTR, INC	REPAIRS/MAINT-EQUIP	SAN	69.17
		WARRANT TOTAL		69.17
76073	PARTSMASTER	OPERATING SUPPLIES	SWR	98.76
		WARRANT TOTAL		98.76
76074	PETTY CASH-DEBRA PETERSON	OPERATING SUPPLIES	LIB	50.77
		BOOKS & MATERIALS	LIB	45.58
		WARRANT TOTAL		96.35
76075	PITNEY BOWES	OPERATING RENTALS/LEASES	FIN	47.34
		POSTAGE	PLN	47.33
		POSTAGE	ENG	47.33
		POSTAGE	PD	47.34
		POSTAGE	FD	47.33
		POSTAGE	INSP	47.33
		WARRANT TOTAL		284.00
76076	PUBLIC UTILITY DIS. NO.1	PUBLIC UTILITIES	PD	19.35
		PUBLIC UTILITIES	FD	178.92
		UTILITIES-RIVERFRONT	PK	151.24
		UTILITIES-COMMUNITY CTR	PK	57.54
		UTILITIES-SENIOR CENTER	PK	238.98
		UTILITIES-TRAIN	PK	19.35
		UTILITIES-HAMMER SQUARE	PK	103.67
		UTILITIES-BINGHAM & MEMORIAL P		34.59
		UTILITIES - OTHER	PK	53.43
		PUBLIC UTILITIES-CITY HALL	PK	181.54
		PUBLIC UTILITIES	CEM	75.87
		PUBLIC UTILITIES	ST	34.59
		PUBLIC UTILITIES	LIB	25.63
		PUBLIC UTILITIES	SWR	198.44
		PUBLIC UTILITIES	SAN	37.73
		WARRANT TOTAL		1,410.87
76077	PUGET SOUND ENERGY	PUBLIC UTILITIES	ST	9,145.62
		WARRANT TOTAL		9,145.62
76078	SEDRO-WOOLLEY AUTO PARTS	REPAIR & MAINT - AUTO	PD	92.14
		MACHINERY & EQUIPMENT	PD	73.73
		MACHINERY & EQUIPMENT	PD	21.53
		OPERATING SUPPLIES	CEM	17.51
		WARRANT TOTAL		204.91
76079	SEDRO-WOOLLEY VETERINARY CARE	VETERINARY SERVICES	PD	110.41
		WARRANT TOTAL		110.41

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
76080	SKAGIT COUNTY AUDITOR	MISC-FILING FEES/LIEN EXP	SWR	736.00
		MISC-FILING FEES/LIEN EXP	SAN	640.00
		WARRANT TOTAL		1,376.00
76081	SKAGIT COUNCIL OF GOVERNMENTS	SCOG	PLN	5,015.00
		MPO/RTPO MATCH	ART	3,197.00
		WARRANT TOTAL		8,212.00
76082	SKAGIT REGIONAL CLINICS	PROF SERVICE-MEDICAL EXAMS	FD	110.00
		WARRANT TOTAL		110.00
76083	SPARKLE SHOP LAUNDRIES	UNIFORM CLEANING	PD	142.23
		UNIFORM CLEANING	PD	13.03
		MISC-LAUNDRY	FD	7.03
		WARRANT TOTAL		162.29
76084	STAPLES BUSINESS ADVANTAGE	OFFICE/OPERATING SUPPLIES	PD	39.99
		OFFICE SUPPLIES	SWR	244.00
		OFFICE SUPPLIES	SWR	36.68
		WARRANT TOTAL		320.67
76085	STILES & STILES	MUNICIPAL COURT JUDGE	JUD	2,728.00
		WARRANT TOTAL		2,728.00
76086	TRUE VALUE	OFFICE/OPERATING SUPPLIES	CWP	18.35
		OFFICE/OPERATING SUPPLIES	CWP	12.19
		OPERATING SUPPLIES	SWR	10.27
		WARRANT TOTAL		40.81
76087	USA BLUE BOOK	MAINTENANCE OF LINES	SWR	313.75
		WARRANT TOTAL		313.75
76088	VISION MUNICIPAL SOLUTIONS LLC	PORTABLE EQUIPMENT	SWR	2,827.46
		MACHINERY & EQUIPMENT	SAN	1,348.48
		EQUIPMENT	SWTR	174.00
		WARRANT TOTAL		4,349.94
76089	VOA/CONNECTIONS	TUITION/REGISTRATION	LIB	65.00
		TUITION/REGISTRATION	LIB	65.00
		WARRANT TOTAL		130.00
76090	WA LIBRARY ASSOCIATION	SUBSCRIPTIONS	LIB	75.00
		SUBSCRIPTIONS	LIB	150.00
		WARRANT TOTAL		225.00
76091	WA STATE DEPT. OF L & I	OPERATING SUP - CITY HALL	PK	114.10
		WARRANT TOTAL		114.10
76092	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS	PD	111.00
		WARRANT TOTAL		111.00
76093	WA ST ASSOC OF PERMIT TECH	DUES/SUBSCRIPT/MEMBERSHIP	PLN	35.00

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		35.00
76094	WEST PAYMENT CTR	WESTLAW SERVICES	LGL	241.66
		WARRANT TOTAL		241.66
76095	WOOD'S LOGGING SUPPLY INC	MAINTENANCE OF LINES	SWR	13.52
		WARRANT TOTAL		13.52
		RUN TOTAL		66,694.93

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FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	33,464.65
101	PARK FUND	3,432.41
102	CEMETERY FUND	223.34
103	STREET FUND	9,485.98
104	ARTERIAL STREET FUND	3,197.00
105	LIBRARY FUND	1,223.12
401	SEWER FUND	8,917.43
412	SOLID WASTE FUND	6,279.80
425	STORMWATER	471.20
TOTAL		66,694.93

DEPARTMENT	AMOUNT
001 000 011	1,055.47
001 000 012	2,788.07
001 000 013	61.65
001 000 014	179.57
001 000 015	6,114.87
001 000 017	146.88
001 000 019	5,135.45
001 000 020	110.96
001 000 021	9,697.28
001 000 022	4,389.34
001 000 024	78.61
001 000 053	3,706.50
FUND CURRENT EXPENSE FUND	33,464.65
101 000 076	3,432.41
FUND PARK FUND	3,432.41
102 000 036	223.34
FUND CEMETERY FUND	223.34
103 000 042	9,485.98
FUND STREET FUND	9,485.98
104 000 042	3,197.00
FUND ARTERIAL STREET FUND	3,197.00
105 000 072	1,223.12
FUND LIBRARY FUND	1,223.12
401 000 035	8,917.43
FUND SEWER FUND	8,917.43
412 000 037	6,279.80
FUND SOLID WASTE FUND	6,279.80
425 000 031	471.20
FUND STORMWATER	471.20
TOTAL	66,694.93

JAN 23 2013

**INTERLOCAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF SEDRO-WOOLLEY AND THE UPPER SKAGIT LIBRARY  
DISTRICT  
TO ESTABLISH A PROJECT  
FOR RECIPROCAL LIBRARY BORROWING**

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

**This Interlocal Agreement is made this 23rd day of January, 2013, the City of Sedro-Woolley, hereinafter referred to as Sedro-Woolley, and the Upper Skagit Library District, hereinafter referred to as USLD.**

**Whereas**, the City of Sedro-Woolley also maintains a public library, and also desires to expand the opportunities for its library patrons to utilize library services when they are outside of Sedro-Woolley; and

**Whereas**, the Upper Skagit Library District also maintains a public library, and also desires to expand the opportunities for its library patrons to utilize library services when they are outside of USLD; and

**Whereas**, the Sedro-Woolley City Council and the Board of Trustees of the Sedro-Woolley Public Library (hereinafter referred to as S-WPL) and the Board of Trustees of the USLD find that it is in the best interests of their respective libraries to create a reciprocal borrowing process that would allow their respective patrons to borrow library materials in-person from the other library under the same conditions that apply to resident patrons (excluding non-resident charges for library services); and

**Whereas**, both Parties understand that reciprocal borrowing is not a replacement for, but rather a supplement to the services their libraries provide,

**IT IS NOW THEREFORE AGREED BY THE PARTIES AS FOLLOWS:**

**1. Purpose.** The purpose of this Agreement is to facilitate the use of neighboring libraries by Resident Cardholders.

**2. Term:** This Agreement shall commence on January 1, 2013. This Agreement has been evaluated, and a recommendation is now made to both entities on this document to consider this a permanent reciprocal Agreement. It can be terminated, with sufficient cause, by the two parties named above, if such a mutual decision is reached.

**3. Definitions:** For the purposes of this Agreement, the following terms shall have the following meanings:

- (a.) "Resident Cardholder" means a library cardholder who resides within the city limits of the City of Sedro-Woolley or within the Upper Skagit Library District (excluding the residents of the town of Concrete), as well as those

entitled by the policies of each library to a resident library card. For the purposes of this Agreement, a non-resident who must pay a fee to either library to receive a library card shall not be characterized as a Resident Cardholder.

(b.) "Owning Library" means the library that owns the item to be checked out.

**4. Specific Provisions.** The Resident Cardholders of one library's service area may obtain a library card permitting the use of the other library's facilities and services, without payment of a non-resident fee, under the following conditions:

(a.) The current policies and procedures for the provision of library services of each library shall remain in effect, with no coordination or standardization required, and specifically including the following provisions:

1. Library materials placed on hold must be picked up by the library cardholder at the Owning Library.
2. Library materials must be returned to the Owning Library; if the library materials owned by one system are returned to the other system, the materials will be routed back to the Owning Library, but any overdue charges will continue to accrue under the terms of the Owning Library's policies.

(b.) The Reciprocal Use Agreement does not extend to each library's non-resident cardholders, only to eligible residents living within their respective municipal boundaries and those entitled by each library's policies to resident status.

(c.) A cardholder of S-WPL, except non-resident library cardholders, shall be entitled to all the privileges of a Resident Cardholder of USLD; likewise a cardholder of USLD, except non-resident library cardholders, shall be entitled to all of the privileges of a Resident Cardholder of S-WPL.

(d.) Each system shall establish tracking codes to provide information, on an annual basis, on the number of cards issued and the number of items checked out from their respective libraries.

**5. Review.** The Directors of both Libraries will review the effectiveness of this Agreement annually and will submit an annual report to their governing bodies three (3) months before the end of the project, so that there is time to extend or renew the Agreement before the end date.

**6. Financing.** Each Party will bear its own cost of performing under this Agreement.

**7. Notices.** Any notices or other contacts required under the terms of this Agreement must be directed to the following:

*To the Sedro-Woolley Public Library*

Attn: Library Director  
802 Ball Street  
Sedro-Woolley, WA 98284

*To the USLD Public Library*

Attn: Library Director  
45770B Main Street, P.O. Box 99  
Concrete, WA 98237

**8. Amendment.** This Agreement may be modified only by further agreement in writing as mutually agreed to by both Parties.

**9. Mediation/Arbitration Clause.** If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the Parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the Parties or through JAMS. Following mediation, or upon written agreement of the Parties to waive mediation, any unresolved controversy or claim arising from or relating to the Agreement or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the Parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

**10. Applicable Law-Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a dispute, such dispute shall be litigated in the Superior Court of Skagit County, Washington.

**11. Waiver.** No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the Party to be bound thereby.

**12. Concurrent Originals.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**13. Ratification and Confirmation.** Any acts consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

**14. Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competitive jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

**15. Entire Agreement.** This Agreement constitutes the entire understanding of the Parties. It supersedes any oral representations that are inconsistent with or modify its terms and conditions.

**CITY OF SEDRO-WOOLLEY**

**UPPER SKAGIT LIBRARY DISTRICT**

\_\_\_\_\_  
**By: Mike Anderson, Mayor**

\_\_\_\_\_  
**By: Aimee Hirschel, Director**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**By: Eron Berg  
City Attorney**

\_\_\_\_\_  
**Library District Attorney**

**ATTEST:**

**Approve:**

\_\_\_\_\_  
**By: Patsy Nelson  
Finance Director**

\_\_\_\_\_  
**By:  
USLD Library Board President**

**Approve:**

\_\_\_\_\_  
**By: Mick Boroughs  
Sedro-Woolley Library Board  
Chairperson**

JAN 23 2013

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

After Recording Return to:

SKAGIT COUNTY BOARD OF COMMISSIONERS  
1800 CONTINENTAL PLACE, SUITE 100  
MOUNT VERNON, WA 98273

## INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

SKAGIT COUNTY  
AND  
THE CITY OF SEDRO-WOOLLEY

PROVISION OF COMMUNITY SERVICES  
Calendar Year 2013

THIS AGREEMENT is made and entered into by and between the City of Sedro-Woolley ("City") and Skagit County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. **PURPOSE:** The County operates a **Senior Services Division, within the department of Community Services**, and in connection therewith employs a staff of qualified and professional personnel to develop, direct and coordinate a comprehensive system for the delivery of services to senior citizens. For the purpose of this Contract, a senior citizen will be defined as any person 55 years of age or older. As a result of other contractual agreements, some services may be limited to those over 60 years of age.

The City desires to enter into an agreement whereby the County will furnish to the City certain administrative and professional services and the City will pay for the services so performed. This contract is general in nature and reflects the broad responsibilities the County has for the provision of services to the Senior Citizen. Attached to this contract and incorporated by reference is an addendum relating the specific responsibilities of the County and the City to make provisions for the delivery of services to the senior program.

2. **RESPONSIBILITIES:** It is agreed between the parties during the effective term of this agreement, the County will furnish administrative and professional services to the City; said services to consist primarily of the following:

### PROGRAM SERVICES FOR SENIOR CITIZENS

A. Nutritional Services

1. Congregate meals: hot, nutritionally balanced noon-time meals are served at the Senior Centers.

2. Home-delivered meals: Senior Citizens over the age of 60 who are homebound and unable to prepare meals for themselves or attend Senior Centers may have meals delivered to their homes. Volunteers deliver hot and frozen meals to homebound Senior Citizens weekdays.

The meal delivery can be a temporary or an on- going service especially helpful to individuals with disabilities or individuals recovering from illnesses. Staff members from the Skagit Nutrition Program make initial home visits to assess the extent of the need for home-delivered meal service. Periodic reassessments are conducted to re-evaluate need.

3. Liquid food supplements are available to seniors with special nutritional needs.

B. Senior Center

The County provides comprehensive senior programs at community focal points identified as Community/Senior Centers. The Center Coordinator shall coordinate social and health care services for Senior Citizens (Nutrition, Transportation, Health Screens, etc.) as well as develop a program of social and recreational activities, including special events and trips. The Coordinator shall utilize local Senior Advisory Boards to assess needs and interests of local Senior Citizens in the formulation of programs.

C. Coordination and Delivery of Supportive Services

The County provides the Senior Citizen with technical assistance in obtaining various human care and economic relief services. The Information and Assistance / Case Management office, through its trained staff, refers and coordinates the provision of these services to the Senior Citizen. These programs currently include legal services, social security information, tax relief, home winterization, chore services, foot care, blood pressure clinics, Medicaid and Medicare assistance, Transportation, among others.

D. Utilization of Media

Local media and websites will be utilized to inform the seniors of activities and services provided by the County. Community Services staff will provide weekly announcements to the local newspapers and radio stations.

3. **TERM OF AGREEMENT:** The term of this Agreement shall be from January 1, 2013 through December 31, 2013.

4. **MANNER OF FINANCING:** The City shall pay for the services provided for this agreement the sum of twenty thousand four hundred and forty-one dollars (\$20,441.00). One fourth of the amount shall be due at the end of each quarter, that is March 31, June 30, September 30, December 31, 2013, and payable after submission of a voucher and processing in the manner provided by the City for processing voucher and issuing warrants thereon. The total amount may be paid at the first quarter as desired by the City.

5. **ADMINISTRATION:** Senior programs will function according to policies and procedures of Skagit County and in accordance with the Federal guidelines for Older Americans Act and Senior Citizen Service Act grants. These policies, guidelines and budgets will be monitored and evaluated by County Administrative staff. The County will provide supervisory and general staff to conduct and coordinate comprehensive services for seniors. Inasmuch as with the signing of this intergovernmental contract, the delivery of programs to senior citizens is a function of the County, managed by the Department of Community Services.

The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

- 5.1 The County's representative shall be the Director of Community Services, Senior Services Manager, and the Senior Center Coordinator.
- 5.2 The City's representative shall be \_\_\_\_\_ and \_\_\_\_\_.

6. OPERATIONS: The County will be responsible for all related operational expenses associated in providing direct senior services as outlined in this contract. The City will provide an appropriate site for the delivery of Senior Center Services. Sites will be obtained through facility donations, building rental or acquisition. The City will be responsible for all costs associated with the facility maintenance, utilities, repairs and custodial services to appropriate levels as determined by the City. The County will ensure that the site is maintained at a reasonable level of upkeep during normal, daily operations of the Senior Center. The County will be responsible for all costs incurred relating to the Senior Center telephone service.

7. NO SUBLETTING: The County shall not rent or sublet the Sedro-Woolley Senior Center to third parties without consent of the City. Any lease or rental payments shall be payable to the City of Sedro-Woolley and deposited in the City general fund.

8. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

9. INDEMNIFICATION AND INDUSTRIAL INSURANCE WAIVER: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. With respect to the performance of this Agreement and as to claims against the City, its elected and/or appointed officials and/or officers, subcontractors, agents and/or employees, the County expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the County. This waiver is mutually negotiated by the parties to this Agreement. It is further provided that no liability shall attach to the County or City by reason of entering into this contract except as expressly provided herein.

10. TERMINATION: Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

11. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

10. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

11. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

13. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, provided that no party hereto may assign the terms as

obligation of this Agreement without the prior consent of the other party, which consent shall not be reasonable delayed or withheld.

14. OTHER PROVISIONS:

A. Reports

Community Service reports will be provided to the City on a quarterly basis. These reports will contain statistical information regarding the participation levels in Community Service Programs. The statistical information included in this report will define hours and/or units of service provided to the Seniors and the cost for service provision. Annual reports will contain program narratives describing Senior Citizen Services.

B. Program Evaluation

1. Evaluation Committee - A committee of the two designated representatives from the City and the County shall meet annually to evaluate the existing program services. This committee shall make recommendations to the City and the County for the modification of Community Services specified in the attached addendum.
2. Audit - The City may audit the records to assure that it will receive full value in services for the consideration of services recited herein.

GOVERNMENT AGENCY:

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Title of Signatory  
(Date \_\_\_\_\_)

---

Print Name of Signatory

Mailing Address:  
(Street address required  
in addition to P.O. Box)

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

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_.

APPROVED:

BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON

\_\_\_\_\_  
KENNETH A. DAHLSTEDT, Chairman

\_\_\_\_\_  
SHARON D. DILLON, Commissioner

\_\_\_\_\_  
RON WESEN, Commissioner

For contracts under \$5000:

\_\_\_\_\_  
County Administrator  
(Authorization per Resolution #R20030146)

Recommended:

By: \_\_\_\_\_  
Department Head

By: \_\_\_\_\_  
Budget & Finance Director

Approved as to Indemnification:

By: \_\_\_\_\_  
Risk Manager

Approved as to Form:

By: \_\_\_\_\_  
Deputy Prosecuting Attorney

Attest:

\_\_\_\_\_  
Clerk of the Board

CONTRACT ADDENDUM  
PROVISION OF COMMUNITY SERVICES FOR  
THE SEDRO-WOOLLEY SENIOR CENTER  
COMMENCING JANUARY 1, 2013 - ENDING DECEMBER 31, 2013

PROGRAM SERVICES

1. NUTRITION

Skagit County Nutrition Project  
309 South Third Street  
Mount Vernon, WA 98273  
Phone: (360) 419-3420

Sedro-Woolley Senior Center  
715 Pacific Street  
Sedro-Woolley, WA 98284  
Phone: (360) 855-1531

Operating Hours: Congregate - M - F 11:30am – 12:30pm  
Home-Delivered – M - F 12:00 noon (frozen weekend meal available)

**Congregate Meals:** Nutritionally balanced meals for senior citizens 60 years of age and older are served between 11:30am – 12:30pm at the senior center. No reservations necessary.

Estimated total congregate meals per year countywide: 55,000

**Home-Delivered Meals:** Senior citizens over the age of 60 who are unable to prepare nutritionally adequate meals for themselves and whom are homebound and unable to attend a Senior Center may have noon-time meals delivered to their homes. A staff member from the Skagit Nutrition Project makes an initial home visit to assess program eligibility of the homebound senior citizen, along with providing nutrition intervention when applicable. Meal delivery can be a temporary or on-going service, based on individual client needs. Annual reassessments are conducted to re-evaluate eligibility. Frozen meals are available for weekends, holidays, and special requests.

Estimated total home-delivered meals per year countywide: 74,000

**Liquid Meal Supplement:** The Skagit Nutrition Project has Ensure Plus available at the Skagit County Senior Centers, which is available to senior citizens. Ensure Plus is a high-calorie liquid food for use when extra calories and nutrients, but a normal concentration of protein, are needed. A prescription or written statement of need from a physician, registered nurse, or registered dietitian is required. Prescriptions can be kept on file with the nutrition program and must be renewed every 6 months.

Estimated total liquid food supplement meals distributed per year countywide: 14,400

2. ADMINISTRATION and SENIOR CENTER

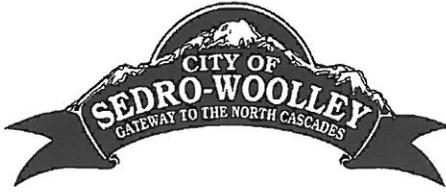
Skagit County Community Services  
309 South Third Street  
Mount Vernon, WA 98273  
Phone: (360) 419-3420

Sedro-Woolley Senior Center  
715 Pacific Street  
Sedro-Woolley, WA  
Phone: (360) 855-1531

Operating Hours: 8:00 a.m. - 4:00 p.m. (Monday - Friday)

Senior Center serves as a community focal point where Senior Citizens can conveniently access services and activities which support their independence, enhance their dignity and encourage their involvement in and with their community. As part of a comprehensive community strategy to meet the needs of older persons, coordinated Community Service programs will take place within and emanate from this facility.

Estimated total senior visits per year: 20,000  
Estimated total senior health screen participants: 2,000  
Estimated total senior program participants: 25,000



CITY COUNCIL AGENDA  
REGULAR MEETING

JAN 23 2013

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 34

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: **Possible bid award – Public Works Agreement Nos. 2013-PW-7 thru 11, 13, and 14  
Miscellaneous On-Call Maintenance Services**  
DATE: January 16, 2013 (for Council action January 23, 2013)

**ISSUE**

Should Mayor Anderson execute the attached Public Works Agreement Nos. 2013-PW-07 thru 11, 13, and 14 for miscellaneous 2013 On-Call maintenance services as shown below?

**BACKGROUND/DISCUSSION**

The city closed bids on January 10, 2013 under the MRSC Small Works Roster process for the following contracts:

- 2013 On-Call Construction Services for Miscellaneous Construction Services of an Emergent Nature
- 2013 On-Call Electrical Services for Miscellaneous Electrical Services of an Emergent Nature
- 2013 HVAC Annual Preventative Maintenance and On-Call Services

Bid tabulations for each bid are attached.

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

Contract	Contractor	Not-to-Exceed Total
2013-PW-07	P & P Excavating, Bellingham, WA	\$35,000
2013-PW-08	Aaction Excavating Inc., Bow, WA (back-up)	\$35,000
2013-PW-09	Ponderosa Pacific Inc., Sultan, WA (back-up)	\$35,000
2013-PW-10	Seven Sisters Inc., Sedro-Woolley, WA	\$25,000
2013-PW-11	Dahl Electric Inc., Burlington, WA (back-up)	\$25,000
2013-PW-13	Andgar Corporation, Ferndale, WA	\$35,000
2013-PW-14	DK Systems Inc., Burlington, WA (back-up)	\$10,000

**FINANCE**

The work will be generally funded as follows:

- 101.000.076.576.80.48.01 – 19 Repair & Maintenance – per facility - \$41,000 (Contracts 2013-PW-10, 11, 13 and 14)
- 401.000.035.535.50.48.10 WTF Maintenance of Lines - \$75,000 (Contracts 2013-PW-07 to 09)
- 401.000.035.535.50.48.50 WTF Maintenance of General Equipment - \$50,000 (Contracts 2013-PW-10 and 11)

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

**MOTION:**

***Move to authorize Mayor Anderson to execute the attached Public Works Agreement Nos. 2013-PW-07 thru 11, 13, and 14 for miscellaneous 2013 On-Call Maintenance Services as detailed above.***



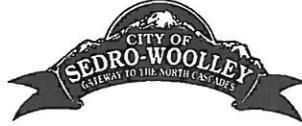
2013 ON-CALL CONSTRUCTION SERVICES FOR MISCELLANEOUS CONSTRUCTION SERVICES OF AN EMERGENT NATURE  
FINAL - BID COMPARISON

Bid Date: January 10, 2013, 2:00PM

By: Mark A. Freiberger, Director of Public Works

TYPICAL ONE DAY DIG

	QUANT	UNIT	P and P Excavating LLC		Aaction Excavating Inc		Ponderosa Pacific Inc		Western Refinery Services		Iverson Earth works		Trico Companies LLC		Clear Water Inspection & Maintenance LLC	
			Bellingham, WA	TOTAL	Bow, WA	TOTAL	Sultan, WA	TOTAL	Ferndale, WA	TOTAL	Custer, WA	TOTAL	Burlington, WA	TOTAL	Sedro-Woolley, WA	TOTAL
			RATE		RATE		RATE		RATE		RATE		RATE		RATE	
Foreman	8.00	Hours	75.00	600.00	62.00	496.00	65.00	520.00	65.00	520.00	65.00	520.00	69.00	552.00	67.00	536.00
Operator	8.00	Hours	70.00	560.00	62.00	496.00	65.00	520.00	60.00	480.00	60.00	480.00	66.50	532.00	66.00	528.00
Pipe Layer	16.00	Hours	65.00	1,040.00	52.00	832.00	54.00	864.00	50.00	800.00	55.00	880.00	57.75	924.00	53.00	848.00
Flagger	16.00	Hours	50.00	800.00	45.00	720.00	45.00	720.00	44.00	704.00	45.00	720.00	46.00	736.00	44.00	704.00
Pickup with Tools	8.00	Hours	7.50	60.00	25.00	200.00	20.00	160.00	12.00	96.00	15.00	120.00	15.00	120.00	15.00	120.00
Service Truck with Tools	8.00	Hours	10.00	80.00	25.00	200.00	25.00	200.00	30.00	240.00	25.00	200.00	40.00	320.00	25.00	200.00
Air Compressor with Tools	8.00	Hours	15.00	120.00	10.00	80.00	15.00	120.00	15.00	120.00	20.00	160.00	17.00	136.00	20.00	160.00
Dump Truck	8.00	Hours	50.00	400.00	50.00	400.00	100.00	800.00	50.00	400.00	60.00	480.00	90.00	720.00	105.00	840.00
Excavator, 6-8 Ton (Deere 160LC or equivalent)	8.00	Hours	50.00	400.00	65.00	520.00	50.00	400.00	80.00	640.00	65.00	520.00	45.00	360.00	65.00	520.00
Hoe-Pac Excavator Attachment	8.00	Hours	10.00	80.00	5.00	40.00	5.00	40.00	15.00	120.00	10.00	80.00	3.00	24.00	15.00	120.00
Rubber Tire Loader	8.00	Hours	30.00	240.00	50.00	400.00	50.00	400.00	85.00	680.00	60.00	480.00	60.00	480.00	50.00	400.00
Jumping Jack Compactor	8.00	Hours	5.00	40.00	20.00	160.00	5.00	40.00	5.00	40.00	10.00	80.00	2.00	16.00	15.00	120.00
Trench Box	1.00	Day	75.00	75.00	1.00	1.00	100.00	100.00	100.00	100.00	50.00	50.00	40.00	40.00	195.00	195.00
2" Trash Pump w/Hoses	1.00	Day	5.00	5.00	1.00	1.00	40.00	40.00	100.00	100.00	50.00	50.00	64.00	64.00	80.00	80.00
Traffic Control Devices	1.00	Day	1.50	1.50	100.00	100.00	20.00	20.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
Mobilization/Demobilization	1.00	LS	200.00	200.00	300.00	300.00	100.00	100.00	25.00	25.00	800.00	800.00	800.00	800.00	600.00	600.00
Subtotal				4,701.50		4,946.00		5,044.00		5,165.00		5,720.00		5,924.00		6,071.00
WSST at 8.2%				385.52		405.57		413.61		423.53		469.04		485.77		497.82
TOTAL				5,087.02		5,351.57		5,457.61		5,588.53		6,189.04		6,409.77		6,568.82
Markup Rate for Materials				15%		10%		10%		12%		15%		10%		10%
POSITION				LOW		1		2		3		4		5		6
NOTES																
1. Project assumes a one day repair of a sewer main at 10' depth in a city street with groundwater. Corrections made to calculations																
MRSC				YES		NO		NO		YES		NO		NO		YES



## PUBLIC WORKS AGREEMENT 2013-PW-07

### Project Name: On-Call Construction Services Agreement

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and **P & P Excavating LLC, 2499 E. Smith Road, Bellingham, WA 98226** (hereinafter the "Contractor") hereby agree as follows:

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

Project description: **On-Call Construction Services Agreement for miscellaneous construction services of an emergent nature.**

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

**A. Definitions and Terms:**

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

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

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

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

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

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

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

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

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

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

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

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

### III. PAYMENT

A. The maximum payable hereunder is **\$35,000.00**

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

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

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

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

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

A. Term of contract: This contract anticipates repair or restoration work that cannot be definitively scheduled due to its emergent nature. As a result, contractor shall begin work within five days of Notice to Proceed or as otherwise agreed, and will complete work within a timeline as mutually agreed with the Project Manager. All terms of this contract will expire **December 31, 2013**.

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

C. Scope of project: **Per Task Order**

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

E. Indemnification.

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

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

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

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

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

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

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

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

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

EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, for the Contractor, \_\_\_\_\_

\_\_\_\_\_  
, Contractor

EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, for the CITY OF SEDRO-WOOLLEY:

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

Attest:

\_\_\_\_\_  
Finance Director

Approved as to form:

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

**CONTRACT BOND**  
**to the**  
**CITY OF SEDRO-WOOLLEY**

**KNOW ALL MEN BY THESE PRESENTS:**

That we, the undersigned \_\_\_\_\_  
\_\_\_\_\_

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

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

**DATED** at \_\_\_\_\_, Washington, this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

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

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

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

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

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

Approved: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Finance Director

Approved as to form: \_\_\_\_\_  
City Attorney

Principal \_\_\_\_\_  
Title: \_\_\_\_\_

For the Surety: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

## RETAINAGE INVESTMENT OPTION

CONTRACTOR: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

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

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

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

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

Designate below the type of investment selected:

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

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

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(Contractor's Signature)

Date

---

Title

RETAINAGE ACCOUNT \_\_\_\_\_

CITY \_\_\_\_\_

## ESCROW AGREEMENT / INTEREST BEARING ACCOUNT

TO: \_\_\_\_\_  
Bank or Trust Company

\_\_\_\_\_  
Branch

\_\_\_\_\_  
Attn:

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

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

### INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Contractor

**CITY OF SEDRO-WOOLLEY**  
City

BY: \_\_\_\_\_  
Signature & Title

BY: \_\_\_\_\_  
Authorized Signature & Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
City State Zip

ATTESTED BY:

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

Approved as to form:

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

The above escrow instructions received and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Bank or Trust Company

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

# EXHIBIT A

**P&P Excavating LLC**  
**2499 E. Smith Rd. Bellingham, WA. 98226**  
**Office:** 360-592-5374  
**Fax:** 360-592-5375  
**Email:** [info.pandp.exc@gmail.com](mailto:info.pandp.exc@gmail.com)  
[archie.pandp.exc@gmail.com](mailto:archie.pandp.exc@gmail.com)

P. 1 of 2  
 1/9/2013

**Subject: City Of Sedro Woolley 2013 On Call Construction Services**  
**Labor and Equipment Rate sheet for P&P Excavating LLC**

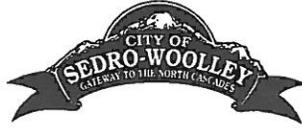
<b>ITEM</b>	<b>BASE HOURLY RATE (1)</b>		<b>OVERTIME HOURLY RATE</b>	
<b>Labor Rates</b>				
Superintendent/ Supervisor		\$75.00		\$112.50
Foreman		\$75.00		\$112.50
Operator		\$70.00		\$105.00
Pipe Layer		\$65.00		\$97.50
Laborer Foreman		\$70.00		\$70.00
General Laborer		\$65.00		\$97.50
Dump Truck/ LoBed Driver		\$45.00		\$67.50
Flagger/T.C.S		\$55.00		\$82.50
Flagger		\$50.00		\$75.00
<b>Material Mark Up Rate, 15%</b>		<b>15%</b>		<b>15%</b>
<b>Estimated Mobilization/Demobilization Cost Per Unit</b>	<b>L.S</b>	<b>\$100.00</b>	<b>L.S</b>	<b>\$100.00</b>
<b>Equipment Rates</b>				
	<b>Equip Unit Costs</b>		<b>Equip Unit Per Hour</b>	
3/4TN Pick Up with Tools (2HR Minimum)		\$7.50		\$7.50
1TN Service Truck with Tools (2HR Minimum)		\$10.00		\$10.00
Lo Bed with Trailer		\$65.00		\$65.00
Transfer Truck and Trailer (33.5TN Pay Load)		\$65.00		\$65.00
Transfer Truck- Solo (15.5TN Pay Load)		\$50.00		\$50.00
7 Axel Truck With Trailer (30.5TN Payload)		\$60.00		\$60.00
4 Axel End Dump -Solo (12CY)		\$50.00		\$50.00
End Dump (5CY)		\$45.00		\$45.00
Marooka Rubber Track End Dump (5CY)		\$50.00		\$50.00
KL 64 Side Dump (30TN Pay Load)		\$65.00		\$65.00
Cat 320 Excavator		\$55.00		\$55.00
Cat 320 Excavator with Misc Hydraulic Attachments		\$60.00		\$60.00
Hitachi 200 Excavator		\$55.00		\$55.00
Hitachi 200 Excavator with Misc Hydraulic Attachments		\$60.00		\$60.00
Kobelco SK 100 with Slide/Extended Boom		\$30.00		\$30.00
Kobelco SK 115		\$30.00		\$30.00
Cat 315 Excavator		\$50.00		\$50.00
Cat 315 Excavator with Hydraulic Clam Shell Attachment		\$65.00		\$65.00
Cat 303 Mini Excavator		\$25.00		\$25.00
Cat 304 Mini Excavator		\$25.00		\$25.00

**P&P Excavating LLC**  
**2499 E. Smith Rd. Bellingham, WA. 98226**  
**Office:** 360-592-5374  
**Fax:** 360-592-5375  
**Email:** [info.pandp.exc@gmail.com](mailto:info.pandp.exc@gmail.com)  
[archie.pandp.exc@gmail.com](mailto:archie.pandp.exc@gmail.com)

**P. 2 of 2**  
**1/9/2013**

**Subject: City Of Sedro Woolley 2013 On Call Construction Services**  
**Labor and Equipment Rate sheet for P&P Excavating LLC**

<b>Equipment Rates</b>	<b>Equip Unit Costs</b>	<b>Equip Unit Per Hour</b>
Cat 305.5 Mini Excavator	\$30.00	\$30.00
Cat 305.5 Mini Excavator with Brush Mower	\$35.00	\$35.00
Cat 420D 4x4 Back Hoe	\$20.00	\$20.00
Cat 420D 4x4 Back Hoe with Hoe Pack	\$30.00	\$30.00
John Deere 450 Dozer	\$25.00	\$25.00
Cat D-3 Dozer	\$25.00	\$25.00
Cat D-6 Dozer	\$65.00	\$65.00
Cat 227 ASV	\$25.00	\$25.00
Cat 227 ASV with Misc Hydraulic Attachments	\$30.00	\$30.00
Cat 227 ASV with Street Sweeper Attachment	\$30.00	\$30.00
Cat CS-423 Roller	\$15.00	\$15.00
Case DV 202 Double Drum Roller	\$15.00	\$15.00
Bomag Walk Behind Double Drum Roller	\$10.00	\$10.00
Plate Compactor	\$5.00	\$5.00
Tow Behind Air Compressor with Hoses & Misc Attachments	\$15.00	\$15.00
Jumping Jack Compactor	\$5.00	\$5.00
2" Trash Pump	\$5.00	\$5.00
<b>Day Rate Equipment Prices</b>	<b>Day Rate</b>	<b>Day Rate/Each</b>
Asphalt Saw (Walk Behind)	Day Rate \$120.00	DAY RATE \$120.00
Trench Shoring Box (EACH)	Day Rate EA\$75.00	EACH \$75.00
Manhole Shoring Box (EACH)	Day Rate EA\$60.00	EACH \$60.00
Steel Crossing Plates (Each)	Day Rate EA\$15.00	EACH \$15.00
Speed Shoreing (EACH)	Day Rate EA \$8.50	EACH \$8.50
Traffic Control Equipment (Work Ahead, Road Closed, Etc.)	Day Rate EA \$1.50	EACH \$1.50



## PUBLIC WORKS AGREEMENT 2013-PW-08

### Project Name: On-Call Construction Services Agreement

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and **Aaction Excavating Inc., 6130 Ershig Road, Bow, WA 98232** (hereinafter the "Contractor") hereby agree as follows:

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

Project description: **On-Call Construction Services Agreement for miscellaneous construction services of an emergent nature.**

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

**A. Definitions and Terms:**

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

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

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

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

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

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

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

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

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

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

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

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

### III. PAYMENT

A. The maximum payable hereunder is **\$35,000.00**

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

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

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

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

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

A. Term of contract: This contract anticipates repair or restoration work that cannot be definitively scheduled due to its emergent nature. As a result, contractor shall begin work within five days of Notice to Proceed or as otherwise agreed, and will complete work within a timeline as mutually agreed with the Project Manager. All terms of this contract will expire **December 31, 2013**.

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

C. Scope of project: **Per Task Order**

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

E. Indemnification.

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

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

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

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

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

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

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

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

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

EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, for the Contractor, \_\_\_\_\_

\_\_\_\_\_  
, Contractor

EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, for the CITY OF SEDRO-WOOLLEY:

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

Attest:

\_\_\_\_\_  
Finance Director

Approved as to form:

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

**CONTRACT BOND**  
**to the**  
**CITY OF SEDRO-WOOLLEY**

**KNOW ALL MEN BY THESE PRESENTS:**

That we, the undersigned \_\_\_\_\_  
\_\_\_\_\_

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

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

**DATED** at \_\_\_\_\_, Washington, this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

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

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

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

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

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

Approved: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Finance Director

Approved as to form:

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

\_\_\_\_\_  
Principal  
Title: \_\_\_\_\_

For the Surety: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

## RETAINAGE INVESTMENT OPTION

CONTRACTOR: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

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

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

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

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

Designate below the type of investment selected:

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

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

---

(Contractor's Signature)

Date

---

Title

RETAINAGE ACCOUNT \_\_\_\_\_

CITY \_\_\_\_\_

## ESCROW AGREEMENT / INTEREST BEARING ACCOUNT

TO: \_\_\_\_\_  
Bank or Trust Company

\_\_\_\_\_  
Branch

\_\_\_\_\_  
Attn:

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

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

### INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Contractor

BY: \_\_\_\_\_  
Signature & Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                      State                      Zip

**CITY OF SEDRO-WOOLLEY**  
City

BY: \_\_\_\_\_  
Authorized Signature & Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                      State                      Zip

ATTESTED BY:

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

Approved as to form:

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

The above escrow instructions received and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Bank or Trust Company

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

# EXHIBIT A



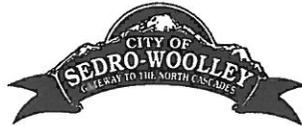
CITY OF SEDRO-WOOLLEY  
 2013 ON-CALL CONSTRUCTION SERVICES  
**SAMPLE LABOR AND EQUIPMENT RATE SHEET (Note 1)**

Contractor Name: Aaction Excavating

ITEM	BASE HOURLY RATE (1)	OVERTIME HOURLY RATE
<b>Labor Rates (Note 2)</b>		
Superintendent/Supervisor	65.00	97.50
Foreman	62.00	93.00
Operator	62.00	93.00
Pipe Layer	52.00	78.00
Laborer Foreman	62.00	93.00
General Laborer	52.00	78.00
Dumptruck/Lobed Driver	45.00	67.50
Flagger/TCS	45.00	67.50
Flagger	45.00	67.50
<b>Material Markup Rate, % (Note 2)</b>		
	10%	
<b>Estimated Mobilization/Demobilization Cost per unit to Sedro-Woolley</b>		
	300.00	
<b>Equipment Rates (Note 3)</b>		
	Unit Cost	Unit
3/4 Ton Pickup with tools	25.00	Per Hour
1 Ton Service Truck with tools	25.00	Per Hour
Air Compressor with tools	10.00	Per Hour
Rubber Tire Backhoe, 80-99 HP (Deere 310SE or equivalent)	50.00	Per Hour
Mini Excavator	55.00	Per Hour
Excavator, 6-8 Ton (Deere 160LC or equivalent)	65.00	Per Hour
Excavator, 6-8 Ton (Deere 190E or equivalent)	65.00	Per Hour
Excavator, 8.1-12 Ton (Deere 290D or equivalent)	85.00	Per Hour
Cat 936-950 Rubber Tire Wheel Loader (or equivalent)	50.00	Per Hour
Cat D4 Dozer (or equivalent)	65.00	Per Hour
Double Drum Vibratory Roller Compactor	50.00	Per Hour
Jumping Jack Compactor	20.00	Per Hour
Plate Compactor	20.00	Per Hour
Hoe-Pac Backhoe or excavator attachment	5.00	Per Hour
2" Trash Pump w/ suction & discharge hose	1.00	Per Hour
Equipment Truck/Lowboy Trailer	65.00	Per Hour
7 CY Dump Truck 2 Axle Solo	50.00	Per Hour
10 CY Dump Truck 3 Axle w/Trailer	50.00	Per Hour
Hydraulic Boom Truck	50.00	Per Hour
Sweeper	45.00	Per Hour
Trench Shoring Box	1.00	Per Day
Manhole Shoring Box	400.00	Per Day
Speed Shores	250.00	Per Day
Steel Crossing Plate	25.00	Per Day
Traffic Control Equipment (Work Ahead, Detour, etc)	100.00	Per Day
Asphalt Saw, walk behind	250.00	Per Day

**NOTES:**

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



## PUBLIC WORKS AGREEMENT 2013-PW-09

### Project Name: On-Call Construction Services Agreement

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and **Ponderosa Pacific Inc., 31419 124th Street SE, Sultan, WA 98294** (hereinafter the "Contractor") hereby agree as follows:

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

Project description: **On-Call Construction Services Agreement for miscellaneous construction services of an emergent nature.**

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

**A. Definitions and Terms:**

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

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

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

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

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

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

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

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

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

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

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

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

### III. PAYMENT

A. The maximum payable hereunder is **\$35,000.00**

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

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

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

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

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

A. Term of contract: This contract anticipates repair or restoration work that cannot be definitively scheduled due to its emergent nature. As a result, contractor shall begin work within five days of Notice to Proceed or as otherwise agreed, and will complete work within a timeline as mutually agreed with the Project Manager. All terms of this contract will expire **December 31, 2013**.

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

C. Scope of project: **Per Task Order**

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

E. Indemnification.

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

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

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

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

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

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

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

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

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

EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, for the Contractor, \_\_\_\_\_

\_\_\_\_\_  
, Contractor

EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, for the CITY OF SEDRO-WOOLLEY:

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

Attest:

\_\_\_\_\_  
Finance Director

Approved as to form:

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

**CONTRACT BOND**  
**to the**  
**CITY OF SEDRO-WOOLLEY**

**KNOW ALL MEN BY THESE PRESENTS:**

That we, the undersigned \_\_\_\_\_  
\_\_\_\_\_

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

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

**DATED** at \_\_\_\_\_, Washington, this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

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

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

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

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

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

Approved: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Finance Director

Approved as to form: \_\_\_\_\_  
City Attorney

Principal \_\_\_\_\_  
Title: \_\_\_\_\_

For the Surety: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

## RETAINAGE INVESTMENT OPTION

CONTRACTOR: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

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

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

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

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

Designate below the type of investment selected:

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---

---

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

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

---

(Contractor's Signature)

Date

---

Title

RETAINAGE ACCOUNT \_\_\_\_\_

CITY \_\_\_\_\_

**ESCROW AGREEMENT / INTEREST BEARING ACCOUNT**

TO: \_\_\_\_\_  
Bank or Trust Company

\_\_\_\_\_  
Branch

\_\_\_\_\_  
Attn:

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

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

**INSTRUCTIONS**

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

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

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_  
Contractor

BY: \_\_\_\_\_  
Signature & Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

**CITY OF SEDRO-WOOLLEY**  
City

BY: \_\_\_\_\_  
Authorized Signature & Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

ATTESTED BY:

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

Approved as to form:

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

The above escrow instructions received and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Bank or Trust Company

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

# EXHIBIT A



CITY OF SEDRO-WOOLLEY  
 2013 ON-CALL CONSTRUCTION SERVICES  
**SAMPLE LABOR AND EQUIPMENT RATE SHEET (Note 1)**

Contractor Name: Ponderosa Pacific Inc

ITEM	BASE HOURLY RATE (1)	OVERTIME HOURLY RATE
<b>Labor Rates (Note 2)</b>		
Superintendent/Supervisor	69.00	103.50
Foreman	65.00	97.50
Operator	63.00	97.50
Pipe Layer	54.00	81.00
Laborer Foreman	54.00	81.00
General Laborer	54.00	81.00
Dumptruck/Lobed Driver	50.00	75.00
Flagger/TCS	45.00	67.50
Flagger	45.00	67.50
<b>Material Markup Rate, % (Note 2)</b>	10%	
<b>Estimated Mobilization/Demobilization Cost per unit to Sedro-Woolley</b>		
<b>Equipment Rates (Note 3)</b>		
	Unit Cost	Unit
3/4 Ton Pickup with tools	20.00	Per Hour
1 Ton Service Truck with tools	25.00	Per Hour
Air Compressor with tools	15.00	Per Hour
Rubber Tire Backhoe, 80-99 HP (Deere 310SE or equivalent)	23.00	Per Hour
Mini Excavator	30.00	Per Hour
Excavator, 6-8 Ton (Deere 160LC or equivalent)	50.00	Per Hour
Excavator, 6-8 Ton (Deere 190E or equivalent)	55.00	Per Hour
Excavator, 8.1-12 Ton (Deere 290D or equivalent)	65.00	Per Hour
Cat 936-950 Rubber Tire Wheel Loader (or equivalent)	50.00	Per Hour
Cat D4 Dozer (or equivalent)	35.00	Per Hour
Double Drum Vibratory Roller Compactor	20.00	Per Hour
Jumping Jack Compactor	5.00	Per Hour
Plate Compactor	5.00	Per Hour
Hoe-Pac Backhoe or excavator attachment	5.00	Per Hour
2" Trash Pump w/ suction & discharge hose	5.00	Per Hour
Equipment Truck/Lowboy Trailer	25.00	Per Hour
7 CY Dump Truck 2 Axle Solo	50.00	Per Hour
10 CY Dump Truck 3 Axle w/Trailer	50.00	Per Hour
Hydraulic Boom Truck	50.00	Per Hour
Sweeper	50.00	Per Hour
Trench Shoring Box	100.00	Per Day
Manhole Shoring Box	100.00	Per Day
Speed Shores	50.00	Per Day
Steel Crossing Plate	20.00	Per Day
Traffic Control Equipment (Work Ahead, Detour, etc)	20.00	Per Day
Asphalt Saw, walk behind	100.00	Per Day

**NOTES:**

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

JAN 10 2013

*Graham Jr*



City of Sedro-Woolley

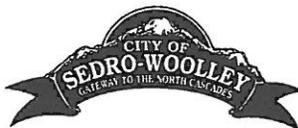
**FINAL - BID SUMMARY**

2013 On-Call Electrical Services for Miscellaneous Electrical Services of an Emergent Nature

BID OPENING: January 10, 2013, 2:00PM

RANK	COMPANY NAME	TOTAL BID AMOUNT	Journeyman Elec ST Hourly Rate	MARKUP RATE	MRSC
1	Seven Sisters Inc., Sedro-Woolley, WA	\$ 686.33	\$ 71.79	10%	Yes
2	Dahl Electric Inc., Burlington, WA	\$ 767.79	\$ 83.70	24%	Yes
3	VECA Electric & Technologies	\$ 822.32	\$ 83.00	20%	Yes
4	Born Electrical Services	\$ 952.16	\$ 85.00	15%	No

RECORDED BY: J. Rosario



## PUBLIC WORKS AGREEMENT 2013-PW-10

### Project Name: 2013 On-Call Electrical Services for Miscellaneous Electrical Services of an Emergent Nature

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and **Seven Sisters Inc., 613 Sunset Park Drive, Sedro-Woolley, WA 98284**, (hereinafter the "Contractor") hereby agree as follows:

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

Project description: **Contractor shall provide electrical services to various City of Sedro-Woolley job sites as stated in Invitation to Bid dated December 20, 2012.**

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

**A. Definitions and Terms:**

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

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

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

**B. Project Manager:** The term "engineer" is understood to be the City's Project Manager, who is the City's representative to the Contractor for all purposes under this agreement. The City designates **Nathan Salseina, Public Works Operations Lead or Debbie Allen, Wastewater Division Supervisor**, as its Project Managers. Contractor designates \_\_\_\_\_ as its Project Manager.

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

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

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

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

F. **Insurance:** The Contractor shall provide proof to the City that it is insured under **automobile and vehicle liability insurance** covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, and general **comprehensive liability insurance** covering the work within the scope of this agreement, in such form and with policy limits in such amounts (\$1 Million minimum) as are acceptable to the City.

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

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

### III. PAYMENT

A. The maximum payable hereunder is **\$25,000.00**

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

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

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

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

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

A. Term of contract: contractor shall begin work as soon as is practicable and will complete work on or before **December 31, 2013**

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

C. Scope of project: **Contractor shall provide electrical services to various City of Sedro-Woolley job sites as stated in the Invitation to Bid dated December 20, 2012.**

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

E. Indemnification.

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

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

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

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

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

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

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

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

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

EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, for the Contractor, \_\_\_\_\_

\_\_\_\_\_  
, Contractor

EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, for the CITY OF SEDRO-WOOLLEY:

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

Attest:

\_\_\_\_\_  
Finance Director

Approved as to form:

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

**CONTRACT BOND**  
**to the**  
**CITY OF SEDRO-WOOLLEY**

**KNOW ALL MEN BY THESE PRESENTS:**

That we, the undersigned \_\_\_\_\_  
\_\_\_\_\_

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

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

**DATED** at \_\_\_\_\_, Washington, this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

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

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

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

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

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

Approved: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Finance Director

Approved as to form: \_\_\_\_\_  
City Attorney

Principal \_\_\_\_\_  
Title: \_\_\_\_\_

For the Surety: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

## RETAINAGE INVESTMENT OPTION

CONTRACTOR: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

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

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

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

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

Designate below the type of investment selected:

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

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

\_\_\_\_\_  
(Contractor's Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

RETAINAGE ACCOUNT \_\_\_\_\_

CITY \_\_\_\_\_

## ESCROW AGREEMENT / INTEREST BEARING ACCOUNT

TO: \_\_\_\_\_  
Bank or Trust Company

\_\_\_\_\_  
Branch

\_\_\_\_\_  
Attn:

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

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

### INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Contractor

**CITY OF SEDRO-WOOLLEY**  
City

BY: \_\_\_\_\_  
Signature & Title

BY: \_\_\_\_\_  
Authorized Signature & Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
City State Zip

ATTESTED BY:

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

Approved as to form:

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

The above escrow instructions received and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Bank or Trust Company

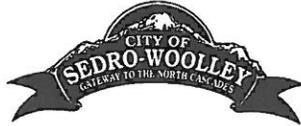
By: \_\_\_\_\_

City of Sedro Woolley  
 2013 On -Call Electrical Service  
 Labor and Equipment Rate Sheet

Seven Sisters, Inc  
 613 Sunset Park Drive, Sedro Woolley, WA 98284  
 Phone (360)856-0842

Item	Base Hourly rate	Overtime Hourly rate	Double time hourly rate
<b>Labor Rates</b>			
General Foreman	\$ 77.90	\$ 107.75	\$ 137.59
Foreman	\$ 71.79	\$ 98.20	\$ 126.05
Journeyman	\$ 66.23	\$ 90.90	\$ 115.57
Material Handler	\$ 53.32	\$ 73.59	\$ 90.61
<b>Material markup rate 10%</b>			
<b>Estimated mobilization/Demobilization cost per unit to Sedro Woolley</b>			
<b>Equipment Rate</b>			
Service truck with tools	Unit cost \$ 7.50	Unit per hour	
<b>Rental Equipment markup rate 10%</b>			

EXHIBIT A



## PUBLIC WORKS AGREEMENT 2013-PW-11

### **Project Name: 2013 On-Call Electrical Services for Miscellaneous Electrical Services of an Emergent Nature**

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

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

Project description: **Contractor shall provide electrical services to various City of Sedro-Woolley job sites as stated in Invitation to Bid dated December 20, 2012.**

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

**A. Definitions and Terms:**

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

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

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

**B. Project Manager:** The term "engineer" is understood to be the City's Project Manager, who is the City's representative to the Contractor for all purposes under this agreement. The City designates \_\_\_\_\_, as its Project Manager. Contractor designates \_\_\_\_\_ as its Project Manager.

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

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

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

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

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

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

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

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

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

### III. PAYMENT

A. The maximum payable hereunder is **\$25,000.00**

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

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

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

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

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

A. Term of contract: contractor shall begin work as soon as is practicable and will complete work on or before **December 31, 2013**

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

C. Scope of project: **Contractor shall provide electrical services to various City of Sedro-Woolley job sites as stated in the Invitation to Bid dated December 20, 2012.**

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

E. Indemnification.

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

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

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

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

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

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

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

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

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

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

EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, for the Contractor, \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, Contractor

EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, for the CITY OF SEDRO-WOOLLEY:

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

Attest:

\_\_\_\_\_  
Finance Director

Approved as to form:

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

**CONTRACT BOND**  
**to the**  
**CITY OF SEDRO-WOOLLEY**

**KNOW ALL MEN BY THESE PRESENTS:**

That we, the undersigned \_\_\_\_\_  
\_\_\_\_\_

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

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

**DATED** at \_\_\_\_\_, Washington, this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

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

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

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

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

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

Approved: \_\_\_\_\_

Mayor

Attest:

\_\_\_\_\_  
Finance Director

Approved as to form:

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

\_\_\_\_\_  
Principal

Title: \_\_\_\_\_

For the Surety: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

## RETAINAGE INVESTMENT OPTION

CONTRACTOR: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

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

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

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

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

Designate below the type of investment selected:

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

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

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(Contractor's Signature)

Date

---

Title

RETAINAGE ACCOUNT \_\_\_\_\_

CITY \_\_\_\_\_

**ESCROW AGREEMENT / INTEREST BEARING ACCOUNT**

TO: \_\_\_\_\_  
Bank or Trust Company

\_\_\_\_\_  
Branch

\_\_\_\_\_  
Attn:

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

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

**INSTRUCTIONS**

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Contractor

**CITY OF SEDRO-WOOLLEY**  
City

BY: \_\_\_\_\_  
Signature & Title

BY: \_\_\_\_\_  
Authorized Signature & Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
City State Zip

ATTESTED BY:

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

Approved as to form:

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

The above escrow instructions received and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Bank or Trust Company

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

# EXHIBIT A



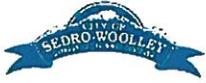
CITY OF SEDRO-WOOLLEY  
 2013 ON-CALL ELECTRICAL SERVICES  
**SAMPLE LABOR AND EQUIPMENT RATE SHEET (Note 1)**

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

ITEM	BASE HOURLY RATE (1)	OVERTIME HOURLY RATE (1) (4)
<b>Labor Rates (Note 2)</b>		
Journeyman Electrician	83.70	125.55
<b>Material Markup Rate, % (Note 2)</b>	24.0%	
<b>Estimated Mobilization/Demobilization Cost per unit to Sedro-Woolley</b>	\$ 40.00	(L+I Affidavit)
<b>Equipment Rates (Note 3)</b>		
	Unit Cost	Unit
Service Truck with tools	Included	Per Hour
Bucket Truck	47.50	Per Hour

**NOTES:**

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



City of Sedro-Woolley

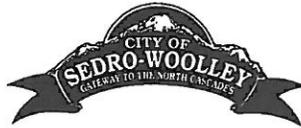
**FINAL - BID SUMMARY**

2013 HVAC Annual Preventative Maintenance and On-Call Services

BID OPENING: January 10, 2013, 2:00PM

RANK	COMPANY NAME	TOTAL BID AMOUNT	Journeyman Tech ST Hourly Rate	MARKUP RATE	MRSC
1	Andgar Corporation, Ferndale, WA	\$ 3,518.66	\$ 90.00	40%	Yes
2	DK Systems Inc., Burlington, WA	\$ 3,576.82	\$ 85.00	30%	Yes
3	Handy's Heating Inc., Mount Veron, WA	\$ 4,613.65	\$ 129.50	25%	Yes
4	Bay Point Inc.	Non-Responsive			Yes

RECORDED BY: J. Rosario



## PUBLIC WORKS AGREEMENT 2013-PW-14

**Project Name: 2013 HVAC Annual Preventative Maintenance and On-Call Services**

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

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

Project description: **Provide annual preventative maintenance service on certain city owned HVAC systems, and for emergency and non-emergency on-call services for the 2013 calendar year - per the "Invitation to Bid" dated December 20, 2012 and Addendum No. 1 dated December 21, 2012.**

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

**A. Definitions and Terms:**

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

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

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

**B. Project Manager:** The term "engineer" is understood to be the City's Project Manager, who is the City's representative to the Contractor for all purposes under this agreement. The City designates **Nathan Salseina, Public Works Operations Lead** as its Project Manager. Contractor designates **Tom Bajema** as its Project Manager.

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

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

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

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

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

F. **Insurance:** The Contractor shall provide proof to the City that it is insured under **automobile and vehicle liability insurance** covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, and general **comprehensive liability insurance** covering the work within the scope of this agreement, in such form and with policy limits in such amounts (\$1 Million minimum) as are acceptable to the City.

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

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

### III. PAYMENT

A. The maximum payable hereunder is **\$35,000.00**

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

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

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

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

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

A. Term of contract: contractor shall begin work as soon as is practicable and will complete work on or before **December 31, 2013**

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

C. Scope of project: **Provide annual preventative maintenance service on certain City owned HVAC systems, and for emergency and non-emergency on-call services for the 2013 calendar year - per the "Invitation to Bid" dated December 20, 2012 and "Addendum No. 1 dated December 21, 2012"**

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

binding on Contractor and judgment may be entered upon it in any court having jurisdiction thereof.

E. Indemnification.

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

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

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

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

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

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

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

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

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

EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, for the Contractor, \_\_\_\_\_

\_\_\_\_\_  
, Contractor

EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, for the CITY OF SEDRO-WOOLLEY:

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

Attest:

\_\_\_\_\_  
Finance Director

Approved as to form:

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

**CONTRACT BOND**  
**to the**  
**CITY OF SEDRO-WOOLLEY**

**KNOW ALL MEN BY THESE PRESENTS:**

That we, the undersigned \_\_\_\_\_  
\_\_\_\_\_

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

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

**DATED** at \_\_\_\_\_, Washington, this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

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

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

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

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

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

Approved: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Finance Director

Approved as to form:

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

\_\_\_\_\_  
Principal  
Title: \_\_\_\_\_

For the Surety: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

## RETAINAGE INVESTMENT OPTION

CONTRACTOR: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

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

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

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

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

Designate below the type of investment selected:

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

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

\_\_\_\_\_  
(Contractor's Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

RETAINAGE ACCOUNT \_\_\_\_\_

CITY \_\_\_\_\_

**ESCROW AGREEMENT / INTEREST BEARING ACCOUNT**

TO: \_\_\_\_\_  
Bank or Trust Company

\_\_\_\_\_  
Branch

\_\_\_\_\_  
Attn:

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

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

**INSTRUCTIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Contractor

**CITY OF SEDRO-WOOLLEY**  
City

BY: \_\_\_\_\_  
Signature & Title

BY: \_\_\_\_\_  
Authorized Signature & Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
City State Zip

ATTESTED BY:

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

Approved as to form:

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

The above escrow instructions received and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Bank or Trust Company

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

# EXHIBIT A



CITY OF SEDRO-WOOLLEY  
 2013 ON-CALL HVAC SERVICES  
**SAMPLE LABOR AND EQUIPMENT RATE SHEET (Note 1)**

Contractor Name: **ANDGAR CORPORATION**

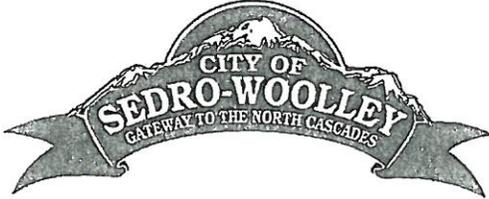
Address:

ITEM	BASE HOURLY RATE (1)	OVERTIME HOURLY RATE (1) (4)
<b>Labor Rates (Note 2)</b>		
Journeyman HVAC	\$90 <sup>00</sup>	\$135 <sup>00</sup>
<b>Material Markup Rate, % (Note 2)</b>		
	40%	40%
<b>Estimated Mobilization/Demobilization Cost per unit to Sedro-Woolley</b>		
	\$45 <sup>00</sup>	\$67.50
<b>Equipment Rates (Note 3)</b>		
Service Truck with tools	Unit Cost	Unit Per Hour

**NOTES:**

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

# EXHIBIT B



## 2013 HVAC Annual Preventative Maintenance and On-Call Services PROPOSAL – ADDENDUM NO. 1

Proposals due by 2pm, Thursday, January 10, 2013

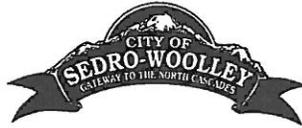
Bids may be submitted in person or by U.S. Mail, facsimile or email to: City of Sedro-Woolley, 325 Metcalf Street, Sedro-Woolley, WA 98284, (360) 855-0771, facsimile 360-855-0733, email [jrosario@ci.sedro-woolley.wa.us](mailto:jrosario@ci.sedro-woolley.wa.us).

We, the undersigned, hereby agree to bid the following per the "Invitation to Bid – 2013 HVAC Annual Preventative Maintenance and On-Call Services":

Item	Description	Quantity	Unit Price	Total
<b>SCHEDULE 1: Annual Preventative Maintenance:</b>				
1.	Sedro-Woolley Municipal Building, 325 Metcalf Street		Lump Sum	\$ 1234 <sup>00</sup>
2.	Sedro-Woolley Public Library, 802 Ball Street		Lump Sum	\$ 110 <sup>00</sup>
3.	Sedro-Woolley Community Center, 703 Pacific Street		Lump Sum	\$ 110 <sup>00</sup>
4.	Sedro-Woolley Senior Center, 715 Pacific Street		Lump Sum	\$ 440 <sup>00</sup>
5.	Parks & Recreation Office, 340 Bingham Park Loop		Lump Sum	\$ 105 <sup>00</sup>
6.	Police Evidence Garage, 300 Metcalf		Lump Sum	\$ 68 <sup>00</sup>
7.	Fire Station No. 2, 1218 Township		Lump Sum	\$ 150 <sup>00</sup>
<b>SUBTOTAL SCHEDULE 1</b>				\$ 2217 <sup>00</sup>
<b>SCHEDULE 2: On-Call HVAC Services (Typical call out):</b>				
8.	HVAC Technician, per hour Straight Time	8 HRS	\$ 90 /HR	\$ 720 <sup>00</sup>
9.	HVAC Technician, per hour Overtime	2 HRS	\$ 135 /HR	\$ 270 <sup>00</sup>
10.	Service Vehicle & Tools, per hour	10 HRS	\$ — /HR	\$ —
11.	Mobilization/Demobilization (if not included in rates)		Lump Sum	\$ 45 <sup>00</sup>
<b>SUBTOTAL SCHEDULE 2</b>				\$ 1035 <sup>00</sup>
<b>TOTAL SCHEDULE 1, and 2</b>				\$ 3252 <sup>00</sup>
WA STATE SALES TAX AT 8.2%				\$ 266.66
<b>TOTAL BID</b>				\$ 3518.66
Markup on Materials		40 %		
BIDDER COMPANY NAME:		Andgar Corporation		
TELEPHONE:		360-366-9900		
ADDRESS:		P.O. Box 2708 Ferndale, WA 98248		
CONTACT:		Tom Bajema		

REQUIRED ENCLOSURES:

Bidder's Qualification Statement   
Rate Sheet



## PUBLIC WORKS AGREEMENT 2013-PW-14

**Project Name: 2013 HVAC Annual Preventative Maintenance and On-Call Services**

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

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

Project description: **Provide annual preventative maintenance service on certain city owned HVAC systems, and for emergency and non-emergency on-call services for the 2013 calendar year - per the "Invitation to Bid" dated December 20, 2012 and "Addendum No. 1" dated December 21, 2012**

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

**A. Definitions and Terms:**

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

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

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

**B. Project Manager:** The term "engineer" is understood to be the City's Project Manager, who is the City's representative to the Contractor for all purposes under this agreement. The City designates **Nathan Salseina, Public Works Operations Lead** as its Project Manager. Contractor designates \_\_\_\_\_ as its Project Manager.

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

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

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

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

F. **Insurance:** The Contractor shall provide proof to the City that it is insured under **automobile and vehicle liability insurance** covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, and general **comprehensive liability insurance** covering the work within the scope of this agreement, in such form and with policy limits in such amounts (\$1 Million minimum) as are acceptable to the City.

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

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

### III. PAYMENT

A. The maximum payable hereunder is **\$10,000.00**

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

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

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

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

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

A. Term of contract: contractor shall begin work as soon as is practicable and will complete work on or before **December 31, 2013**

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

C. Scope of project: **Provide annual preventative maintenance service on certain City owned HVAC systems, and for emergency and non-emergency on-call services for the 2013 calendar year - per the "Invitation to Bid" dated December 20, 2012 and "Addendum No. 1 dated December 21, 2012"**

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

binding on Contractor and judgment may be entered upon it in any court having jurisdiction thereof.

E. Indemnification.

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

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

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

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

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

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

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

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

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

EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, for the Contractor, \_\_\_\_\_

\_\_\_\_\_  
, Contractor

EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, for the CITY OF SEDRO-WOOLLEY:

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

Attest:

\_\_\_\_\_  
Finance Director

Approved as to form:

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

**CONTRACT BOND**  
**to the**  
**CITY OF SEDRO-WOOLLEY**

**KNOW ALL MEN BY THESE PRESENTS:**

That we, the undersigned \_\_\_\_\_  
\_\_\_\_\_

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

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

**DATED** at \_\_\_\_\_, Washington, this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

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

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

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

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

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

Approved: \_\_\_\_\_

Mayor

Attest:

\_\_\_\_\_  
Finance Director

Approved as to form:

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

\_\_\_\_\_  
Principal

Title: \_\_\_\_\_

For the Surety: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

## RETAINAGE INVESTMENT OPTION

CONTRACTOR: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

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

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

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

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

Designate below the type of investment selected:

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

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

---

(Contractor's Signature)

Date

---

Title

RETAINAGE ACCOUNT \_\_\_\_\_

CITY \_\_\_\_\_

**ESCROW AGREEMENT / INTEREST BEARING ACCOUNT**

TO: \_\_\_\_\_  
Bank or Trust Company

\_\_\_\_\_  
Branch

\_\_\_\_\_  
Attn:

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

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

**INSTRUCTIONS**

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

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

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

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

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

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

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

---

---

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

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

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

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

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

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

\_\_\_\_\_  
Contractor

**CITY OF SEDRO-WOOLLEY**

City

BY: \_\_\_\_\_  
Signature & Title

BY: \_\_\_\_\_  
Authorized Signature & Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
City State Zip

ATTESTED BY:

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

Approved as to form:

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

The above escrow instructions received and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Bank or Trust Company

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

# EXHIBIT A



**CITY OF SEDRO-WOOLLEY**  
**2013 ON-CALL HVAC SERVICES**  
**SAMPLE LABOR AND EQUIPMENT RATE SHEET (Note 1)**

Contractor Name: **DK SYSTEMS INC.**

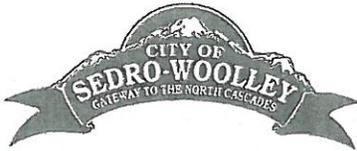
Address:

ITEM	BASE HOURLY RATE (1)	OVERTIME HOURLY RATE (1),(4)
Labor Rates (Note 2)	85.00	127.50
Journeyman HVAC		
Material Markup Rate, % (Note 2)	30%	30%
Estimated Mobilization/Demobilization Cost per unit to Sedro-Woolley	3000	3000
Equipment Rates (Note 3)	Unit Cost	Unit
Service Truck with Tools	N/A	Per Hour

**NOTES:**

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

# EXHIBIT B



## 2013 HVAC Annual Preventative Maintenance and On-Call Services PROPOSAL – ADDENDUM NO. 1

Proposals due by 2pm, Thursday, January 10, 2013

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

We, the undersigned, hereby agree to bid the following per the "Invitation to Bid – 2013 HVAC Annual Preventative Maintenance and On-Call Services":

Item	Description	Quantity	Unit Price	Total
<b>SCHEDULE 1: Annual Preventative Maintenance:</b>				
1.	Sedro-Woolley Municipal Building, 325 Metcalf Street		Lump Sum	\$ 1305.50
2.	Sedro-Woolley Public Library, 802 Ball Street		Lump Sum	\$ 154.00
3.	Sedro-Woolley Community Center, 703 Pacific Street		Lump Sum	\$ 160.00
4.	Sedro-Woolley Senior Center, 715 Pacific Street		Lump Sum	\$ 229.75
5.	Parks & Recreation Office, 340 Bingham Park Loop		Lump Sum	\$ 169.25
6.	Police Evidence Garage, 300 Metcalf		Lump Sum	\$ 99.50
7.	Fire Station No. 2, 1218 Township		Lump Sum	\$ 222.75
<b>SUBTOTAL SCHEDULE 1</b>				<b>\$ 2340.75</b>
<b>SCHEDULE 2: On-Call HVAC Services (Typical call out):</b>				
8.	HVAC Technician, per hour Straight Time	8 HRS	\$ 85 /HR	\$ 680.00
9.	HVAC Technician, per hour Overtime	2 HRS	\$ 127.50 /HR	\$ 255.00
10.	Service Vehicle & Tools, per hour	10 HRS	\$ /HR	\$ N/A
11.	Mobilization/Demobilization (if not included in rates)	30 per	Lump Sum	\$ 935.00
<b>SUBTOTAL SCHEDULE 2</b>				<b>\$ 935.00</b>
<b>TOTAL SCHEDULE 1, and 2</b>				<b>\$ 3275.75</b>
<b>WA STATE SALES TAX AT 8.2%</b>				<b>\$ 268.61</b>
<b>TOTAL BID</b>				<b>\$ 3544.36</b>
Markup on Materials <u>30</u> %				<b>\$ 1063.27</b>
<b>BIDDER COMPANY NAME:</b>				<b>DK SYSTEMS INC.</b>
<b>TELEPHONE:</b>				<b>360-755-1555</b>
<b>ADDRESS:</b>				<b>P.O. Box 886</b>
				<b>BURLINGTON, WA 98233</b>
<b>CONTACT:</b>				<b>DOROTHY MONTGOMERY</b>
<b>REQUIRED ENCLOSURES:</b>				
Bidder's Qualification Statement _____				
Rate Sheet _____				

JAN 10 2013  
OK 4:14 AM

JAN 23 2013

RESOLUTION NO. \_\_\_\_\_-13

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

**A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY DECLARING CERTAIN PROPERTY AS SURPLUS AND AUTHORIZING ITS DISPOSITION**

**WHEREAS**, the City has purchased the property and/or equipment identified herein; and

**WHEREAS**, the property and/or equipment identified is surplus to the needs of the City; now, therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY AS FOLLOWS:**

**Section 1.** The City Council does hereby declare the following to be surplus:

Year	Description	serial number	Dept.	Use	m/h on unit
1996	Dodge Dakota Pick up	1B7GG23Y1TS518134	Parks	occasion Front	83465 m
1984	Ford 1 ton flat bed	1FDHF38G4EPA82927	Street	line	52462 m
1990	Ford 800 parts truck	1FDYH80V3LVA18914	Garbage	never	n/a
1995	CCC Rearload	ICYCCN48X5TO41947	Garbage	occasion	80975 m
1998	CCC Frontload	ICYCCB486WTO43327	Garbage	occasion	97492 m
1969	DODGE2 TON FLAT BED	DS1ECOJ102747	Garbage	none	41000 m

**Section 2.** The Mayor is directed to sell or trade-in the surplus property for additional property or for the best available price in any manner he determines to be in the best interest of the City and execute any necessary paperwork to effectuate the transfer. For surplus property with little or no value, the Mayor is authorized to recycle or dispose of the property in an environmentally responsible manner with the least cost to the City.

**PASSED** by majority vote of the members of the Sedro-Woolley City Council this 23<sup>rd</sup> day of January, 2013.

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

Attest:

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Patsy Nelson, Finance Director

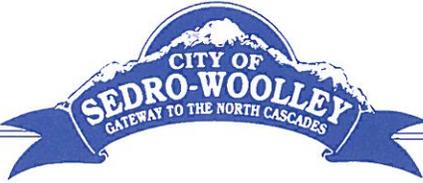
Approved as to form:

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Eron Berg, City Attorney

JAN 23 2013

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 35



DATE: January 23, 2013  
TO: Mayor Anderson & City Council  
FROM: Patsy Nelson, Finance Director  
SUBJECT: MISC. ANNUAL CONTRACTS/AGREEMENTS

Recommended Action:

Staff recommends that as part of the consent calendar, the Council approve the following:

1.	EDASC	\$ 2,000.00
2.	Skagit County Community Action Agency	\$ 7,500.00
3.	Skagit Domestic Violence & Sexual Assault Services	\$ 1,700.00
4.	Skagit Community Network/Volunteers of America	\$ 1,510.00
5.	Loggerodeo	\$ 7,500.00
6.	Sedro-Woolley Chamber of Commerce	\$13,700.00
7.	Skagit Valley Tulip Festival	\$ 400.00
7.	Sedro-Woolley Riding Club	\$ 2,000.00
8.	Sedro-Woolley Farmers Market	\$ 2,000.00
9.	Sedro-Woolley Museum	\$ 2,500.00
10.	Sedro-Woolley Rotary (Concert Series)	\$ 3,000.00

**AGREEMENT  
BETWEEN  
ECONOMIC DEVELOPMENT ASSOCIATION OF SKAGIT COUNTY  
AND  
CITY OF SEDRO-WOOLLEY**

THIS AGREEMENT made and entered into by and between the City of Sedro-Woolley (hereinafter referred to as the City) and the Economic Development Association of Skagit County (EDASC) (hereinafter referred to as Provider) WITNESSES THAT:

WHEREAS, the City received significant benefit from the development and expansion of the local economic base by enhancing employment opportunities for its residents and by creating additional tax revenues, and

WHEREAS, the City does not have the expertise or resources to adequately promote economic investment, and

WHEREAS, the provider is a nonprofit organization formed for the express purpose of promoting and attracting new business, expanding existing business and enhancing trade opportunities for all of Skagit County, and

WHEREAS, the Scope of Work included in this contract is consistent with the purpose and state law, and

WHEREAS, the City and the Provider are desirous of entering into a contract to formalize their relationship:

1. Services to be Provided by the Parties:

- a. The Provider shall complete in a satisfactory and proper manner as determined by the City the work activities described in the Scope of Work.
- b. The City will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide funding for the services and activities as set forth below.

2. Scope of Work:

The Provider shall:

- a. Pro-actively market Sedro-Woolley to potential business and industry;
- b. Provide administrative and marketing services for special development projects identified by EDASC or solicited by the community, Sedro-Woolley or local associations;
- c. Establish and coordinate services, workshops, seminars and technical assistance associated with business development, business retention and international trade;
- d. Work with Sedro-Woolley businesses on expanding employment base and on business retention efforts;

e. Maintain an industrial site inventory for Sedro-Woolley that contains necessary information for potential businesses evaluating site locations.

3. Time of Performance:

All activities described under Scope of Work shall be conducted over the course of the current budget year, January 1, 2013 through December 31, 2013.

4. Consideration:

As consideration for services provided, as specified in paragraph 2, the City will reimburse the Provider the sum of \$2,000.00.

5. Relationship:

The City and Provider intend that an independent contractual relationship be created by this contract. Provider is not considered to be an employee of the City for any purpose and neither the Provider nor any employee of the Provider shall be entitled to any of the benefits the City provides for the City's employees, including, but not limited to, health insurance, sick or annual leave, or workers compensation. Provider specifically represents and stipulates that the Provider is engaged in the business of providing the services set forth in this contract, whether or not for profit, and that Provider is fully registered and legally authorized to conduct such business, and pays all necessary taxes and assessments levied against such business.

6. Suspension, Termination, and Close Out:

If the Provider fails to comply with the terms and conditions of this contract, the City may pursue such remedies as are legally available, including, but not limited to, the suspension or termination of this contract.

7. Changes, Amendments, Modifications:

The City may, from time to time, require changes or modifications in the Scope of Work to be performed hereunder.

8. Assignability:

The Provider shall not assign any interest on this contract, and shall not transfer any interest on the contract (whether by assignment or novation), without prior written consent of the City.

9. Reports and Information:

The Provider, at such times as and in such form as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work of services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

10. Compliance With Local Laws:

The Provider shall comply with all applicable laws, ordinances, and codes of the state and local government and the Provider shall hold and save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.

11. Audits and Inspections:

The City or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the contract by whatever legal and reasonable means are deemed expedient by the City.

12. Hold Harmless:

The Provider agrees to indemnify and hold harmless the City, its appointed and elected officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the City, its elected and appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Provider's and its agents' negligent performance of work associated with this agreement.

This agreement contains all terms and conditions agreed to by the City and the Provider.

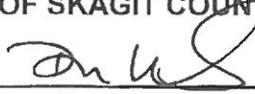
IN WITNESS WHEREOF, the City and the Provider have executed this contract agreement as of the date and year last written below:

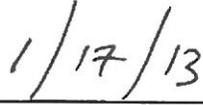
**CITY OF SEDRO-WOOLLEY:**

\_\_\_\_\_  
Mike Anderson  
Mayor of Sedro-Woolley

\_\_\_\_\_  
Date

**ECONOMIC DEVELOPMENT ASSOCIATION  
OF SKAGIT COUNTY:**

  
\_\_\_\_\_  
Don Wick  
Executive Director

  
\_\_\_\_\_  
Date

**ATTEST:**

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

## AGREEMENT

This Agreement, entered into this 23rd day of January, 2013, by and between the City of Sedro-Woolley, (City), a municipal corporation, and Skagit County Community Action Agency, (Grantee.)

WHEREAS, Grantee provided and performs functions, activities and events that are qualified for municipal funding by the City; and

WHEREAS, City desires to provide proceeds from the 2013 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$7,500.00 from the 2013 fiscal year budget.
2. Grantee shall use such funds to provide and maintain services to low income residents of the City, consisting of energy assistance, emergency food and shelter, health and other social services as necessary, within budget limitations.
3. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain a description of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
4. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
5. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.
6. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.
7. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.

8. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.

9. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City: Mayor  
325 Metcalf Street  
Sedro-Woolley, WA 98284

Grantee: Skagit County Community Action Agency  
330 Pacific Place  
Mount Vernon, WA 98273

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

10. This agreement shall commence and be effective as of January 1, 2013, and shall expire on December 31, 2013.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

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

\_\_\_\_\_  
Mike Anderson  
Mayor, City of Sedro-Woolley

SKAGIT COUNTY COMMUNITY  
ACTION AGENCY

\_\_\_\_\_  
Executive Director

## AGREEMENT

This Agreement, entered into this 23rd day of January, 2013, by and between the City of Sedro-Woolley, (City), a municipal corporation, and Skagit Domestic Violence & Sexual Assault Services, (Grantee.)

WHEREAS, Grantee provided and performs functions, activities and events that are qualified for municipal funding; and

WHEREAS, City desires to support the services of Grantee to provide counseling, residential services, and referral services.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$1700.00 from the 2013 fiscal year budget.
2. Grantee shall use such funds to make available counseling, intervention, referral and residential services for battered persons and victims of rape who are residents of the City of Sedro-Woolley.
3. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain a description of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
4. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
5. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.
6. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.
7. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.
8. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity

shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.

9. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City:	Mayor 325 Metcalf Street Sedro-Woolley, WA 98284
Grantee:	Executive Director/President Skagit Domestic Violence & Sexual Assault Services PO Box 301 2121-B East College Way Mount Vernon, WA 98273

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

10. This agreement shall commence and be effective as of January 1, 2013, and shall expire on December 31, 2013.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

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

\_\_\_\_\_  
Mike Anderson  
Mayor, City of Sedro-Woolley

SKAGIT DOMESTIC VIOLENCE &  
SEXUAL ASSAULT SERVICES

\_\_\_\_\_  
Executive Director

## AGREEMENT

This Agreement, entered into this 23rd day of January, 2013, by and between the City of Sedro-Woolley, (City), a municipal corporation, and Volunteers of America Western Washington {Grantee}.

WHEREAS, Grantee provided and performs functions, activities and events that are qualified for municipal funding; and

WHEREAS, City desires to support the services of Grantee to provide counseling, residential services, and referral services.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$1510.00 from the 2013 fiscal year budget.
2. Grantee shall use such funds to help pay for the cost of providing a Community Information Line Service to all residents of the City of Sedro-Woolley.
3. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain a description of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
4. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
5. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.
6. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.
7. This Agreement may be amended upon the written consent of the parties, an such written amendments shall go incorporated into this Agreement for all intents and purposes.
8. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.

9. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City: Mayor  
325 Metcalf Street  
Sedro-Woolley, WA 98284

Grantee: Volunteers of America  
PO Box 839  
Everett, WA 98206-0839

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

10. This agreement shall commence and be effective as of January 1, 2013, and shall expire on December 31, 2013.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

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

\_\_\_\_\_  
Mike Anderson  
Mayor, City of Sedro-Woolley

VOLUNTEERS OF AMERICA  
WESTERN WASHINGTON

\_\_\_\_\_  
Phil Smith  
CEO, Volunteers of America  
Western Washington

## AGREEMENT

This Agreement, entered into this 23rd day of January, 2013, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and Loggerodeo, Inc.

WHEREAS, City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Washington Tax Code, Chapter 3.08; and

WHEREAS, Grantee provided and performs functions, activities and events that are qualified activities under Chapter 3.08 and;

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2013 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$7,500.00 from the 2013 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at attracting and welcoming tourists or potential tourists to Sedro-Woolley, or for the production and operation of special events and festivals designed to attract tourists, relating to historic preservation and restoration, and the arts; however, no part of these funds shall be spent on capital improvements.
3. If the festival or event is within the City limits, grantee shall
  - a. Submit a Special Events Permit Application at least 45 days before the event.
  - b. Comply with deposit, insurance, and traffic control requirements as outlined in SWMC 12.44 Special Events, Parades and Festivals.
  - c. Include the City of Sedro-Woolley's logo on event material, as an event sponsor.
4. Grantee shall submit an annual economic impact report to the City of Sedro-Woolley including:
  - a. estimated number of tourists attending your events (by event)
  - b. estimated number of tourists traveling over 50 miles (by event)
  - c. estimated number of persons remaining in Sedro-Woolley overnight (by event)
  - d. estimated number of lodging stays generated (by event)
  - e. estimated increase in sales tax revenue attributed to your events (by event)
  - f. any other information demonstrating the impact of increased tourism attributed to your events (by event)
5. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance of actual performance.

6. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
7. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.
8. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.
9. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.
10. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.
11. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City: Mayor  
325 Metcalf Street  
Sedro-Woolley, WA 98284

Grantee: President  
Loggerodeo, Inc.  
P. O. Box 712  
Sedro-Woolley, WA 98284

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

12. This agreement shall commence and be effective as of January 1, 2013 and shall expire on December 31, 2013.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

---

City Clerk

---

Mike Anderson  
Mayor, City of Sedro-Woolley

LOGGERODEO, INC.

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President

## AGREEMENT

This Agreement, entered into this 23rd day of January, 2013, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and the Sedro-Woolley Chamber of Commerce, (Grantee.)

WHEREAS, City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Washington Tax Code, Chapter 3.08; and

WHEREAS, Grantee provided and performs functions, activities and events that are qualified activities under Chapter 3.08 and;

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2013 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$13,700.00 from the 2013 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at attracting and welcoming tourists or potential tourists to Sedro-Woolley, or for the production and operation of special events and festivals designed to attract tourists, relating to historic preservation and restoration, and the arts; however, no part of these funds shall be spent on capital improvements.
3. If the festival or event is within the City limits, grantee shall
  - a. Submit a Special Events Permit Application at least 45 days before the event.
  - b. Comply with deposit, insurance, and traffic control requirements as outlined in SWMC 12.44 Special Events, Parades and Festivals.
  - c. Include the City of Sedro-Woolley's logo on event material, as an event sponsor.
4. Grantee shall submit an annual economic impact report to the City of Sedro-Woolley including:
  - a. estimated number of tourists attending your events (by event)
  - b. estimated number of tourists traveling over 50 miles (by event)
  - c. estimated number of persons remaining in Sedro-Woolley overnight (by event)
  - d. estimated number of lodging stays generated (by event)
  - e. estimated increase in sales tax revenue attributed to your events (by event)
  - f. any other information demonstrating the impact of increased tourism attributed to your events (by event)
5. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall

contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance of actual performance.

6. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
7. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.
8. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.
9. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.
10. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.
11. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City:	Mayor 325 Metcalf Street Sedro-Woolley, WA 98284
Grantee:	Executive Director/President Sedro-Woolley Chamber of Commerce 714 - B Metcalf Street Sedro-Woolley, WA 98284

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

12. This agreement shall commence and be effective as of January 1, 2013, and shall expire on December 31, 2013.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

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

\_\_\_\_\_  
Mike Anderson  
Mayor, City of Sedro-Woolley

SEDRO-WOOLLEY CHAMBER  
OF COMMERCE

---

Executive Director

## AGREEMENT

This Agreement, entered into this 23rd day of January, 2013, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and Skagit Valley Tulip Festival.

WHEREAS, City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Washington Tax Code, Chapter 3.08; and

WHEREAS, Grantee provided and performs functions, activities and events that are qualified activities under Chapter 3.08 and;

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2013 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$400.00 from the 2013 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at attracting and welcoming tourists or potential tourists to Sedro-Woolley, or for the production and operation of special events and festivals designed to attract tourists, relating to historic preservation and restoration, and the arts; however, no part of these funds shall be spent on capital improvements.
3. If the festival or event is within the City limits, grantee shall
  - a. Submit a Special Events Application at least 45 days before the event.
  - b. Comply with deposit, insurance, and traffic control requirements as outlined in SWMC 12.44 Special Events, Parades and Festivals.
  - c. Include the City of Sedro-Woolley's logo on event material, as an event sponsor.
4. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
5. Grantee shall submit an annual economic impact report to the City of Sedro-Woolley including:
  - a. estimated number of tourists attending your events (by event)
  - b. estimated number of tourists traveling over 50 miles (by event)
  - c. estimated number of persons remaining in Sedro-Woolley overnight (by event)
  - d. estimated number of lodging stays generated (by event)
  - e. estimated increase in sales tax revenue attributed to your events (by event)
  - f. any other information demonstrating the impact of increased tourism attributed

to your events (by event)

6. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
7. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.
8. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.
9. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.
10. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.
11. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City:	Mayor 325 Metcalf Street Sedro-Woolley, WA 98284
Grantee:	Executive Director Skagit Valley Tulip Festival P. O. Box 1784 Mount Vernon, WA 98273

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

12. This agreement shall commence and be effective as of January 1, 2013 and shall expire on December 31, 2013.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

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

\_\_\_\_\_  
Mike Anderson  
Mayor, City of Sedro-Woolley

SKAGIT VALLEY TULIP FESTIVAL

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Executive Director

## AGREEMENT

This Agreement, entered into this 23rd day of January, 2013, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and Sedro-Woolley Riding Club.

WHEREAS, City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Washington Tax Code, Chapter 3.08; and

WHEREAS, Grantee provided and performs functions, activities and events that are qualified activities under Chapter 3.08 and;

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2013 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$2000.00 from the 2013 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at visitors or potential visitors to Sedro-Woolley, or for the production of special events with visitor appeal, relating to historic preservation and restoration and the arts; however, no part of these funds shall be spent on capital improvements.
3. If the festival or event is within the City limits, grantee shall
  - a. Submit a Special Events Permit Application at least 45 days before the event.
  - b. Comply with deposit, insurance, and traffic control requirements as outlined in SWMC 12.44 Special Events, Parades and Festivals.
  - c. Include the City of Sedro-Woolley's logo on event material, as an event sponsor.
4. Grantee shall submit an annual economic impact report to the City of Sedro-Woolley including:
  - a. estimated number of tourists attending your events (by event)
  - b. estimated number of tourists traveling over 50 miles (by event)
  - c. estimated number of persons remaining in Sedro-Woolley overnight (by event)
  - d. estimated number of lodging stays generated (by event)
  - e. estimated increase in sales tax revenue attributed to your events (by event)
  - f. any other information demonstrating the impact of increased tourism attributed to your events (by event)
5. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall

contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.

6. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
7. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.
8. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.
9. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.
10. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.
11. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City:	Mayor 325 Metcalf Street Sedro-Woolley, WA 98284
Grantee:	President Sedro-Woolley Riding Club 24538 Polte Rd Sedro-Woolley WA 98284

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

12 This agreement shall commence and be effective as of January 1, 2013, and shall expire on December 31, 2013.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

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

\_\_\_\_\_  
Mike Anderson  
Mayor, City of Sedro-Woolley

SEDRO-WOOLLEY RIDING CLUB

By \_\_\_\_\_  
Director

## AGREEMENT

This Agreement, entered into this 23rd day of January, 2013, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and Sedro-Woolley Farmers Market, a non-profit corporation.

WHEREAS, City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Washington Tax Code, Chapter 3.08; and

WHEREAS, Grantee provided and performs functions, activities and events that are qualified activities under Chapter 3.08 and;

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2013 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$2,000.00 from the 2013 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at attracting and welcoming tourists or potential tourists to Sedro-Woolley, or for the production and operation of special events and festivals designed to attract tourists, relating to preservation and restoration, and the arts; however, no part of these funds shall be spent on capital improvements.
3. If the festival or event is within the City limits, grantee shall
  - a. Submit a Special Events Permit Application at least 45 days before the event.
  - b. Comply with deposit, insurance and traffic control requirements as outlined in SWMC 12.44 Special Events, Parades and Festivals.
  - c. Include the City of Sedro-Woolley's logo on event material, as an event sponsor.
4. Grantee shall submit an annual economic impact report to the City of Sedro-Woolley including:
  - a. estimated number of tourists attending your events (by event)
  - b. estimated number of tourists traveling over 50 miles (by event)
  - c. estimated number of persons remaining in Sedro-Woolley overnight (by event)
  - d. estimated number of lodging stays generated (by event)
  - e. estimated increase in sales tax revenue attributed to your events (by event)
  - f. any other information demonstrating the impact of increased tourism attributed to your events (by event)
5. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall

contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.

6. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
7. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.
8. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.
9. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.
10. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.
11. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City: Mayor  
325 Metcalf Street  
Sedro-Woolley, WA 98284

Grantee: \_\_\_\_\_  
Sedro-Woolley Farmers Market  
P.O. Box 20  
Sedro-Woolley, WA 98284

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

12. This agreement shall commence and be effective as of January 1, 2013, and shall expire on December 31, 2013.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

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

\_\_\_\_\_  
Mike Anderson

Mayor, City of Sedro-Woolley

SEDRO-WOOLLEY FARMERS MARKET

By \_\_\_\_\_  
President

## AGREEMENT

This Agreement, entered into this 23rd day of January, 2013, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and Sedro-Woolley Museum.

WHEREAS, City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Washington Tax Code, Chapter 3.08; and

WHEREAS, Grantee provided and performs functions, activities and events that are qualified activities under Chapter 3.08 and;

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2013 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$2,500.00 from the 2013 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at attracting and welcoming tourists or potential tourists to Sedro-Woolley; or for the production and operation of special events and festivals designed to attract tourists, relating to historic preservation and restoration, and the arts; however, no part of these funds shall be spent on capital improvements.
3. If the festival or event is within the City limits, grantee shall
  - a. Submit a Special Events Permit Application at least 45 days before the event.
  - b. Comply with deposit, insurance, and traffic control requirements as outlined in SWMC 12.44 Special Events, Parades and Festivals.
  - c. Include the City of Sedro-Woolley's logo on event material, as an event sponsor.
4. Grantee shall submit an annual economic impact report to the City of Sedro-Woolley including:
  - a. estimated number of tourists attending your events (by event)
  - b. estimated number of tourists traveling over 50 miles (by event)
  - c. estimated number of persons remaining in Sedro-Woolley overnight (by event)
  - d. estimated number of lodging stays generated (by event)
  - e. estimated increase in sales tax revenue attributed to your events (by event)
  - f. any other information demonstrating the impact of increased tourism attributed
5. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.

6. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
7. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.
8. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.
9. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.
10. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.
11. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City:	Mayor 325 Metcalf Street Sedro-Woolley, WA 98284
Grantee:	Carolyn Freeman, President Sedro-Woolley Museum 725 Murdock Street Sedro-Woolley, WA 98284

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

12. This agreement shall commence and be effective as of January 1, 2013, and shall expire on December 31, 2013.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

---

City Clerk

---

Mike Anderson  
Mayor, City of Sedro-Woolley

SEDRO-WOOLLEY MUSEUM

By \_\_\_\_\_  
President

## AGREEMENT

This Agreement, entered into this 23rd day of January, 2013, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and Sedro-Woolley Rotary (Concert Series).

WHEREAS, City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Washington Tax Code, Chapter 3.08; and

WHEREAS, Grantee provided and performs functions, activities and events that are qualified activities under Chapter 3.08 and;

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2013 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$3,000.00 from the 2013 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at attracting and welcoming tourists or potential tourists to Sedro-Woolley, or for the production and operation of special events and festivals designed to attract tourists, relating to historic preservation and restoration, and the arts; however, no part of these funds shall be spent on capital improvements.
3. If the festival or event is within the City limits, grantee shall
  - a. Submit a Special Events Permit Application at least 45 days before the event.
  - b. Comply with deposit, insurance, and traffic control requirements as outlined in SWMC 12.44 Special Events, Parades and Festivals.
  - c. Include the City of Sedro-Woolley's logo on event material, as an event sponsor.
4. Grantee shall submit an annual economic impact report to the City of Sedro-Woolley including:
  - a. estimated number of tourists attending your events (by event)
  - b. estimated number of tourists traveling over 50 miles (by event)
  - c. estimated number of persons remaining in Sedro-Woolley overnight (by event)
  - d. estimated number of lodging stays generated (by event)
  - e. estimated increase in sales tax revenue attributed to your events (by event)
  - f. any other information demonstrating the impact of increased tourism attributed to your events (by event)
5. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance of actual performance.

6. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
7. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.
8. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.
9. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.
10. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.
11. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City: Mayor  
325 Metcalf Street  
Sedro-Woolley, WA 98284

Grantee: President  
Sedro-Woolley Rotary  
P.O. Box 726  
Sedro-Woolley, WA 98284

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

12. This agreement shall commence and be effective as of January 1, 2013 and shall expire on December 31, 2013.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

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

\_\_\_\_\_  
Mike Anderson  
Mayor, City of Sedro-Woolley

SEDRO-WOOLLEY ROTARY

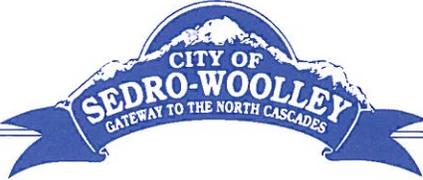
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President

JAN 23 2013

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

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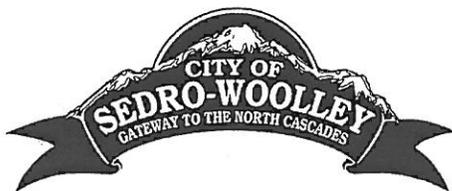


SUBJECT: PUBLIC COMMENT

Name:  
Address:  
Narrative:

CITY COUNCIL AGENDA  
REGULAR MEETING

JAN 23 2013



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

**CITY OF SEDRO-WOOLLEY**

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

Eron M. Berg  
City Supervisor/City Attorney

---

MEMO TO: City Council  
FROM: Eron Berg  
RE: Liquor taxes and profits to support alcohol treatment programs  
DATE: January 23, 2013

ISSUE: What services are provided with the funds provided from the City of Sedro-Woolley to Skagit County for alcohol treatment?

BACKGROUND: As a condition of accepting alcohol tax and profits from the state, cities must spend 2% on alcohol treatment. In 2004, the cities joined Skagit County to enhance services by providing 7% and in 2006, upped that amount to 10%. The City of Mount Vernon has indicated that it intends to decrease the amount it shares to the state minimum of 2% in 2013. A copy of the interlocal agreement detailing the 10% is attached for your review.

Jennifer Kingsley from Skagit County will be in attendance tonight to provide you with information regarding the types of programs the county provides and specifically to share with you how the 10% money is spent.

RECOMMENDATION: None at this time.

After Recording Return to:

SKAGIT COUNTY BOARD OF COMMISSIONERS  
1800 CONTINENTAL PLACE, SUITE 100  
MOUNT VERNON, WA 98273



200609270158  
Skagit County Auditor

9/27/2006 Page 1 of 3 3:09PM

**AMENDMENT #1  
TO  
INTERLOCAL COOPERATIVE AGREEMENT #C20040456**

**BETWEEN**

**SKAGIT COUNTY  
AND  
CITY OF SEDRO WOOLLEY**

**THIS INTERLOCAL AGREEMENT AMENDMENT** is made and entered into by and between the **City of Sedro Woolley**, a municipal corporation of the State of Washington (hereinafter referred to as the "City") and **Skagit County**, Washington (hereinafter referred to as "County"), to amend Agreement #C20040456, as set forth below under "Terms of Amendment".

**TERMS OF AMENDMENT:**

A. Paragraph 1 of the Agreement is hereby amended to read as follows:

1. **PURPOSE:** Substance Abuse Treatment and Prevention programs in Skagit County are authorized by RCW 70.96A.087 and subsequent agreements between the County's Substance Abuse Treatment and Prevention programs and municipalities within Skagit County to receive from the City's share of liquor taxes and profits a sum annually which equals ten (10) percent of the liquor taxes and profits specifically to support Substance Abuse Treatment and Prevention programs.

The City desires to enter into an agreement whereby the County, through its Human Services Department, shall collect on a quarterly basis ten (10) percent of the City's share of liquor taxes and profits to assure the availability of Substance Abuse Treatment and Prevention programs, which may include such services as detoxification, sobering, stabilization, treatment, and prevention to all of the County's citizens.

City of Sedro Woolley  
INTERLOCAL AGREEMENT AMENDMENT #1  
Page 1 of 3

SKAGIT COUNTY  
Contract # A20060110

Page 1 of 3

B. Paragraph 2 of the Agreement is hereby amended to read as follows:

2. RESPONSIBILITIES: It is the responsibility of the Skagit County Human Services Department with guidance from the Skagit County Substance Abuse Board to approve expenditures from the ten (10) percent collected by Skagit County, through its Human Services Department, for the support of programs of alcoholism and other drug addiction in Skagit County, in a manner consistent with RCW 70.96A.087 and other applicable laws.

C. Paragraph 3 of the Agreement is hereby amended to read as follows:

3. TERM OF AGREEMENT: The term of this Agreement shall begin when the City receives its share of liquor taxes and profits for the first quarter of the calendar year 2006 and continue until December 31, 2016 or either party terminates by giving thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph.

D. Paragraph 4 of the Agreement is hereby amended to read as follows:

4. MANNER OF FINANCING: Skagit County, through its Human Services Department, shall Invoice the City for ten (10) percent of the City's share of revenues, from the liquor profits and taxes within 30-days of receipt of the State of Washington's Treasury Management System quarterly reports of Liquor Profits and Liquor Excise Tax.

E. All other terms and conditions of the original Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties have executed this Amendment this 5<sup>th</sup> day of September, 2006.

GOVERNMENT AGENCY:  
City of Sedro Woolley

Sharon D. Dillon  
Sharon Dillon, Mayor  
(Date 8-11-06)

APPROVED:

BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON

Kenneth A. Dahlstedt  
Kenneth A. Dahlstedt, Chairman  
Ted W. Anderson  
Ted W. Anderson, Commissioner  
Don Munks  
Don Munks, Commissioner



For Agreements under \$5000

Attest:

Patsy K. Nelson  
Patsy K. Nelson, City Clerk-Treasurer

Gary Rowe, County Administrator  
(Authorization per Resolution #R20030146)

Approved as to Form Only:

Eron Berg  
Eron Berg, City Attorney

Recommended:

By: Naive Acosta  
Department Head

Mailing Address:

720 Murdock Street  
Sedro Woolley, WA 98284-1426

By: Trisha Logue  
Trisha Logue, Budget / Finance Administrator

Approved as to Indemnification:

By: Tracie Kadman  
Risk Manager

Attest:

JoAnne Giesbrecht  
JoAnne Giesbrecht  
Clerk of the Board

Approved as to Form:

By: D. M. M. M.  
Deputy Prosecuting Attorney



200609270158  
Skagit County Auditor

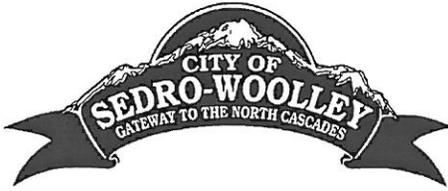
9/27/2008 Page 3 of 3 3:09PM

CITY COUNCIL AGENDA  
REGULAR MEETING

JAN 23 2013

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

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



Eron M. Berg  
City Supervisor/Attorney

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MEMO TO: City Council  
FROM: Eron Berg  
RE: Skagit County Jail project  
DATE: January 23, 2013

**ISSUE:** What direction would you provide to your voting representative on the Public Safety Facility Coordinating Council to address the capacity issues at the jail?

**BACKGROUND:** This is the third meeting in a row with the jail as a topic for discussion. As you are aware, this process began last March with a request from Skagit County to participate in a council to review the current issues at the jail and recommend alternatives to resolve those issues. I have attached weekly booking information for December for your information; several of you have asked questions about capacity and actual use. These one page reports are very helpful in answering those questions.

Skagit County is hoping to have a vote at our next meeting which is on January 25<sup>th</sup> regarding preferences for the long-term solution. Specifically, they would like a vote on whether we prefer/support outsourcing or building a new facility as the primary long-term solution. Attached is a copy of that draft agenda for your information.

The Project Manager, Marc Estvold, and the financial consultant, Susan Musselman, are planning to attend tonight and will be providing a brief presentation on the alternatives and financial considerations. They are also presenting to the Mount Vernon City Council tonight so we are expecting them to arrive right around 8:00 P.M. Marc will be meeting with the Burlington City Council tomorrow (January 24<sup>th</sup>) in anticipation of the next Coordinating Council meeting the following day.

I do not know if additional information will be available on the 23<sup>rd</sup> regarding the potential refusal to house inmates from the cities as the Sheriff has scheduled a meeting for the 25<sup>th</sup> to discuss the implications of "hard caps" and to modify our existing contract for jail services. This is an unfortunate development that is impeding our efforts to work together.

**REQUEST:** Please provide me with direction regarding the City of Sedro-Woolley's preference for a new jail versus using the current jail with outsourcing as the primary means of expanding capacity. How do you prefer to pay for the facility and/or the expanded capacity? If you are not able to provide that direction tonight, what additional information would you need to provide that direction?



Coordinating Council – Public Safety Jail Project  
Skagit County Commissioners Hearing Room  
1800 Continental Place, Mount Vernon  
Friday, January 25, 2013 9:15 – 11:00 am

## A G E N D A

- 9:15 Introductions and Announcements (*Tim Holloran*)
- 9:20 Agenda Review and Expected Outcomes (*Lisa Dally Wilson*)
- 9:25 Long Term Options: Review (*Marc Estvold*)
- 9:30 Long Term Options: Q&A and Discussion (*All*)
- 10:30 Vote to Select Long Term Option (*All*)
- 10:35 Next Steps
- Next CC meeting
  - New Business/ New Issues/Request for Agenda Items
  - How best to move forward in this process
- 11:00 Adjourn

### Expected Outcomes:

1. Coordinating Council participants to:
  - a. Understand and discuss two long term options for a public safety facility in Skagit County (new site vs outsourcing option)
  - b. Vote to select one of the two long term options in a, above.
  - c. Discuss how to best move forward with the CC process

## Weekly Booking Statistics for the Skagit County Jail



**The jail was originally built to hold 83 offenders.**

After remodeling we have a **total of 180 beds**. However the core of the jail (laundry, medical, food service, recreation areas, etc) is still designed for 83. At this time the jail is on booking restrictions due to overcrowding. We do not accept misdemeanors unless they are mandatory arrest by statute.

**For the week of Week Of December 2<sup>nd</sup> Through December 8<sup>th</sup>, 2012.**

The average number of inmates being supervised for the week was **233**, with a high of **261** on **12/06/12**.

Full custody inmates averaged **198** offenders per day, with **181 inmates in the main facility**, **9** inmates housed in Snohomish County Jail, and **6** inmates housed elsewhere out of the facility.

Electronic Home Monitoring/Detention had an average of **18** inmates a day on supervision. Community Service had an average of **17** inmates a day on supervision.

**North End** (male) population averaged **104** inmates. It was originally designed for **44** inmates and was expanded to house **84**.

**Female Population** averaged **20** inmates.

**Maximum Security Isolation** (Male No.) averaged **12** inmates.

**Maximum Security Isolation** (Female) averaged **0** inmates.

**Medical/Infirmary** averaged **2** inmates.

**Inmates that have been in the Facility over six months Pre-Sentence:**

Over Six Months:		
Williams, Larry	Rodgers, William	
Sanchez, Jesus		
Silveira, Jordan		
Chenoweth, Chad		
Gonzalez-Muro, Jesus		
Over One Year:		Over Two Years:
Kirkham, Richard	Irby, Terrance	
Miller, Ryan	Hammond, Donald	

Sent to Prison on This Week		Sent Back to DOC on WRT
Steven Osborn	35 Months	Vanwoert, Bradley R.
Rudolph Smale	90 Months	
Todd Sloan	41 Months	
William Elms	12 Months +1 Day	

Total bookings for the week: **103**. Total releases for the week: **115**.

**Number of bookings turned away due to overcrowding: 67.**

**Number of inmates released early due to overcrowding: 0.**

Booked & Released warrants from the jail for the week: **2**.

Bookings by agency for the week:					
Anacortes PD	14	Other	2	WA State Patrol	27
Burlington PD	14	Prosecuting Attorney	0	Drug Task Force	2
DOC	4	Sheriff's Office	12		
Island County	0	Sedro Woolley PD	9		
Mt Vernon PD	15	Swinomish	4		

Total times the booking area was closed due to incidents, or too many bookings at one time: **0** for a total of **0** hours.

## Weekly Booking Statistics for the Skagit County Jail



**The jail was originally built to hold 83 offenders.**

After remodeling we have a **total of 180 beds**. However the core of the jail (laundry, medical, food service, recreation areas, etc) is still designed for 83. At this time the jail is on booking restrictions due to overcrowding. We do not accept misdemeanors unless they are mandatory arrest by statute.

**For the week of December 9<sup>th</sup>, Through December 15<sup>th</sup>, 2012.**

The average number of inmates being supervised for the week was **228**, with a high of **240** on **12/13/2012**.

Full custody inmates averaged **196** offenders per day, with **179 inmates in the main facility**, **8** inmates housed in Snohomish County Jail, and **9** inmates housed elsewhere out of the facility.

Electronic Home Monitoring/Detention had an average of **17** inmates a day on supervision. Community Service had an average of **15** inmates a day on supervision.

**North End** (male) population averaged **108** inmates. It was originally designed for **44** inmates and was expanded to house **84**.

**Female Population** averaged **24** inmates.

**Maximum Security Isolation** (Male No.) averaged **12** inmates.

**Maximum Security Isolation** (Female) averaged **1** inmates.

**Medical/Infirmary** averaged **1** inmates.

### Inmates that have been in the Facility over six months Pre-Sentence:

Over Six Months:		
Williams, Larry	Rodgers, William	
Sanchez, Jesus	Percival, Dale	
Silveira, Jordan		
Chenoweth, Chad		
Gonzalez-Muro, Jesus		
Over One Year:		
Kirkham, Richard	Irby, Terrance	Over Two Years:
Miller, Ryan	Hammond, Donald	

Sent to Prison on This Week		Sent Back to DOC on WRT
Ramon Ventura	13 Months	Travis Isaacson
Carl Huey, Jr.	29.25 Months	Shayne M. Longozo
Stephanie Schuetzle	27.75 Months	Juan Rosales

Total bookings for the week: **95**. Total releases for the week: **79**.

**Number of bookings turned away due to overcrowding: 73.**

**Number of inmates released early due to overcrowding: 0.**

Booked & Released warrants from the jail for the week: **0**.

Bookings by agency for the week:					
Anacortes PD	9	Other	8	WA State Patrol	5
Burlington PD	20	Prosecuting Attorney	0	Drug Task Force	0
DOC	6	Sheriff's Office	11		
Island County	1	Sedro Woolley PD	2		
Mt Vernon PD	32	Swinomish	1		

Total times the booking area was closed due to incidents, or too many bookings at one time: **2** for a total of **4.5** hours.

## Weekly Booking Statistics for the Skagit County Jail



**The jail was originally built to hold 83 offenders.**

After remodeling we have a **total of 180 beds**. However the core of the jail (laundry, medical, food service, recreation areas, etc) is still designed for 83. At this time the jail is on booking restrictions due to overcrowding. We do not accept misdemeanors unless they are mandatory arrest by statute.

**For the week of December 16<sup>th</sup>, Through December 22<sup>nd</sup>, 2012.**

The average number of inmates being supervised for the week was **225**, with a high of **233** on **12/17/2012**.

Full custody inmates averaged **193** offenders per day, with **175 inmates in the main facility**, **11** inmates housed in Snohomish County Jail, and **7** inmates housed elsewhere out of the facility.

Electronic Home Monitoring/Detention had an average of **18** inmates a day on supervision. Community Service had an average of **14** inmates a day on supervision.

**North End** (male) population averaged **105** inmates. It was originally designed for **44** inmates and was expanded to house **84**.

**Female Population** averaged **25** inmates.

**Maximum Security Isolation** (Male No.) averaged **14** inmates.

**Maximum Security Isolation** (Female) averaged **2** inmates.

**Medical/Infirmary** averaged **0** inmates.

### Inmates that have been in the Facility over six months Pre-Sentence:

Over Six Months:		
Williams, Larry	Rodgers, William	
Sanchez, Jesus	Percival, Dale	
Silveira, Jordan	Cruz-Martinez, Reynaldo	
Chenoweth, Chad	Sanchez, Fabian	
Gonzalez-Muro, Jesus		
Over One Year:		Over Two Years:
Kirkham, Richard	Irby, Terrance	
Miller, Ryan	Hammond, Donald	

Sent to Prison on This Week		Sent Back to DOC on WRT
James Wilkie	15 Months	TIMOTHY WAYNE TORRES
Humberto Camarena	20 Months	

Total bookings for the week: **75**. Total releases for the week: **86**.

**Number of bookings turned away due to overcrowding: 52.**

**Number of inmates released early due to overcrowding: 0.**

Booked & Released warrants from the jail for the week: **0**.

Bookings by agency for the week:					
Anacortes PD	8	Other	2	WA State Patrol	8
Burlington PD	13	Prosecuting Attorney	0	Drug Task Force	0
DOC	6	Sheriff's Office	14		
Island County	3	Sedro Woolley PD	5		
Mt Vernon PD	14	Swinomish	2		

Total times the booking area was closed due to incidents, or too many bookings at one time: **1** for a total of **4** hours.