

Next Ord: 1766-13  
Next Res: 875-13

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**

**February 13, 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 - 161

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

- a. Approval of Agenda
- b. Minutes from Previous Meeting (Including February 6, 2013 Work Session)
- c. Finance
  - Claim Checks #76096 to #76218 in the amount of \$360,931.43 (Void Check #76125 & 76201)
  - Payroll Checks #54894 to #54996 in the amount of \$259,196.23
- d. Final Acceptance - Contract 2011-PW-06 SR20, Metcalf to Township Lane Widening and Bicycle/Pedestrian Improvements Project - Interwest Construction, Inc.
- e. Possible Bid Award - Public Works Agreement Nos. 2013-PW-06 and 15 thru 17  
Miscellaneous On-Call Maintenance Services - Purchase Order Nos. 2013-PO-03 and 04  
Sodium Hypochlorite, 12.5% Solution
- f. Possible Contract Amendment 01 - Contract 2013-PS-05 - Scada & Controls Eng. Inc.
- g. Supplemental Agreement 2 - Professional Services Agreement No. 2012-PS-14 for Design Phase Services for the SR20/Cook Road Realignment and Extension Project - David Evans & Associates, Inc.
- h. Proposed Interlocal Agreement with Public Utility District No. 1 of Skagit County Re SR20-Cook Road Realignment and Extension Project
- i. Resolution 874-13 - Declaring certain property as surplus and authorizing its disposition
4. Public Comment.....163

**NEW BUSINESS**

5. Request for Community Event Status - Sedro-Woolley Community Troop Support.....165 - 169
6. Business Licensing Services Agreement.....171 - 181
7. PUD Water Utility Franchise Ordinance (1<sup>st</sup> Reading).....183 - 210
8. Ordinance - Incorporating RCW 19.60.066 into Sedro-Woolley Municipal Code 5.12.110...211 - 215

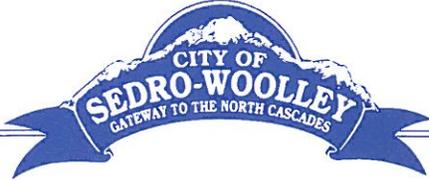
**COMMITTEE REPORTS AND REPORTS FROM OFFICERS**

**EXECUTIVE SESSION**

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

FEB 13 2013

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



DATE: February 13, 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 February 13, 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.

FEB 13 2013

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

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CITY OF SEDRO-WOOLLEY  
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Regular Meeting of the City Council  
January 23, 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, Finance Director Nelson, City Supervisor/Attorney Berg, 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 #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
- Interlocal Agreement for Library Services with Upper Skagit Library District
- Interlocal Agreement – Provision of Community Services 2013
- Possible Bid Award – Public Works Agreements Nos. 2013-PW-7 thru 11, 13 and 14 Miscellaneous On-Call Maintenance Services
- Resolution 873-13 Declaring Certain Property as Surplus and Authorizing its Disposition
- Misc. Annual Contracts/Agreements

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

Medal of Valor Award to Rhonda Lasley, Nicole Vojkovich, Bruce Engle and Citizen Certificate of Commendation to Robby Dean Powell

Police Chief Wood addressed the Council and audience to present a Citizens Certificate of Commendation to Robby Dean Powell for his role in helping to subdue a combative subject who was resisting arrest and assaulting a police officer. Dean received a round of applause from all in attendance.

Police Chief Wood then presented the Medal of Valor to Rhonda Lasley, Nicole Vojkovich and Bruce Engle for their role in the rescue of a citizen from the Skagit River.

Rescue victim, Don Childs thanked the City for hiring excellent employees and thanked the quick thinking and actions of Officer Rhonda Lasley, Nicole Vojkovich and Bruce Engle. Their quick thinking and actions on that day saved his life. A round of applause was given for the recipients of the award.

#### Washington Coalition for Open Government Presentation to Mayor Anderson

Toby Nixon, President of the Washington Coalition for Open Government addressed the Mayor, Council and audience members. He noted the Washington Coalition for Open Government is a statewide, non-partisan, non-profit organization dedicated to helping people to protect their right to know what government is doing and to expand transparency and accountability in Washington State. He noted they accomplish their mission through a variety of educational programs, interventions in the legislature and award programs. Nixon presented Mayor Mike Anderson the Washington Coalition Key Award for his actions at an August 2012 meeting of the Skagit Council of Governments by walking out of the meeting due to the lack of proper notice for the meeting. Nixon spoke of the courage it takes to stand up to a group of peers and defend the public's right to know. He also noted the Key Award is symbolic to unlocking locked cabinets of records and unlocking doors of closed meetings. It is also representative of the key contributions the recipients make to protecting open government. The Mayor received a round of applause from all in attendance.

Mayor Anderson thanked Mr. Nixon and the Washington Coalition for Open Governments for the award. He noted it makes him feel good but also helps to promote and maintain open government. He stated Sedro-Woolley tries hard to promote open government erring on the side of too much transparency. He stated Sedro-Woolley is the only town he is aware of with a two reading rule for ordinances and thanked City Staff and electeds for supporting an open government and taking it seriously. He especially thanked City Supervisor/Attorney Berg for being versed on open government laws as well as being an advocate for open government.

#### Public Comment

No comments received

#### **NEW BUSINESS**

##### Alcohol Treatment and Prevention Program Funding Discussion with Jennifer Kingsley

City Supervisor/Attorney Berg introduced Jennifer Kingsley, Director of Department of Community Services for Skagit County to address programs available to County residents

Jennifer Kingsley addressed the Council and reported the Department of Community Services is responsible for administering programs for mental health, substance abuse, developmental disabilities, senior services, at risk youth and housing. She presented an

overview of the funding, role of the advisory committee, funding priorities, process of allocation and the budget for 2013. She also reviewed statistics of Sedro-Woolley residents who have benefitted from the program and the crisis center operations. Kingsley entertained questions from the Council.

City Supervisor/Attorney Berg addressed the Interlocal agreement with simplified wording, noting that was how it should be. He also spoke of the budget challenges and the Council decision to continue to fund the programs through the Interlocal agreement.

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

Planning Director Coleman – reported the Planning Department and Public Works Department has been working with property owners in UGA regarding annexation of property known as the Hopke/Salt property. Coleman noted it is 26 acres along Fruitdale Road and Railroad Avenues. The property owners are interested in annexation, dependent upon sewer availability. Coleman noted he was only advising the Council so they could think about it with a consensus to be requested at a later date.

A lengthy discussion ensued which included private sewer systems and various scenarios. The Council was asked to ponder on the information in order to give some direction to inform the applicant so they can avoid unnecessary costs.

City Supervisor/Attorney Berg – reported that he has been scheduling meetings for the upcoming legislative conference. Councilmembers Loy and Wagoner along with Public Works Director Freiburger and himself will be absent from the next Council meeting as they will be at the legislative conference. He also reported on the Business Development Committee meeting.

Councilmember Lemley – announced the passing of long time resident, Max Alaways.

Councilmember Storrs – reported on potholes developing at Walley and Bennett Streets.

Councilmember Loy – reported he was pleasantly surprised with the first meeting of the business development committee.

## **UNFINISHED BUSINESS**

### Skagit County Jail Project

Marc Estvold, project manager for the proposed jail facility addressed the Council noting the Coordinating Council was formed in July, 2012. He reviewed projected incarceration rates and the various options studies which included renovation/expansion of current facility, new construction and outsourcing and the process taken up to this point. Also reviewed were disadvantages to remodeling and expansion of the current facility, advantages to new construction to be able to identify future expansions and challenges with outsourcing on a long term basis. The recommendation is to build a new facility

with room for expansion. The proposed facility would be a 400 bed facility with 300 beds being operational. He also discussed the need for some outsourcing during the construction period.

Susan Musselman – financial advisor for the project addressed the Council to discuss funding options. She compared a bond proposition versus a sales and use tax increase and noted that a voter bond would be competing with school districts and hospitals and other public entities. She also reviewed the restrictions of a bond which can only be used for capital improvements noting that the sales and use tax can be used for both capital improvements and operating expenses. Musselman addressed the towns that have already voted for a sales tax increase to support Police and Fire services, noting the funding projections include the full 3/10 of 1%. She then reviewed the statutory formula of distribution. The funding recommendation is to bring forth a sales and use tax proposition to the voters for the August 2013 ballot.

A lengthy discussion ensued regarding the importance of pooling resources, recognition of a future need for funding, access to the facility, agreement on any excess funds, and timing targets in order to make the May 10<sup>th</sup> deadline. Musselman reviewed the concepts for an agreement to come together with a common message and goal and summarized the financing recommendation.

Discussion continued to include bed rates, pooling of city portion of sales tax and timing for the ballot deadline.

Councilmember Loy – stated he is more concerned with getting the jail built than the financing. He also stated that for him, outsourcing is unacceptable on a long term basis but stressed the need to look to the future with sight planning.

More discussion to include potential sites (Gunn Road, old Christensen Seed and Truck City) total build out potential for the Gunn Road property and all sites being for sale was held.

City Supervisor/Attorney Berg noted the next Coordinating Council meeting is scheduled for Friday. It was the hope of the Council to be ready for a vote with remodel being off the table. Berg polled the Council for a consensus for voting. The Council consensus was to proceed with new construction.

Discussion again ensued regarding efficiency of operations of a new facility; backlog of outstanding warrants who are unable to get booked because of the current overcrowding, property tax rating system, 15% use of the facility is by cities and costs increasing by waiting.

A short discussion took place regarding County vs. City taxes and fees imposed by the County to the City with double taxing and the need to sit down and work some of the issues out.

County Commissioner Sharon Dillon addressed the Council regarding the 85% who include City felons. She said once someone becomes a felon they become part of the county costs no matter where the crime was committed or what jurisdiction picked the felon up.

Councilmember Loy commented on the importance of the Business Development Committee to attract more business.

Lynn Torset – 9419 Soren Road, Skagit County addressed the location of the court house to a new facility. He expressed concern with the high risk of transporting from the jail to the court house and believes a new facility with a court house built within would be better.

Discussion ensued on the current transporting procedures.

Tim Holloran – Skagit County Administrator addressed the need to respond to the City concerns about getting together to go over outstanding issues. He suggested scheduling a Work session to have the necessary discussions. He also noted that the County is responsible for all felons as well as the whole justice system which is what is causing the funding issues. Holloran also addressed the property tax vs. sales tax and questioned whether the Council would support a sales tax concept.

Council consensus was they would be willing to support a sales tax proposition and were against any property tax increase.

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

The meeting adjourned at 9:06 P.M.

FEB 13 2013

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CITY OF SEDRO-WOOLLEY  
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7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 34

Joint Planning Commission and Council Worksession  
February 6, 2013 – 7:00 P.M. – Public Safety Training Room

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

Flag Salute

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Kevin Loy, Tony Splane, Tom Storrs, Hugh Galbraith, Rick Lemley and Brett Sandström. Planning Commission: Joe Franett, Rick Judd, Stephanie Lokkebo, Jennifer Aylor and Patrick Huggins Staff: City Supervisor/Attorney Berg, Planning Director Coleman and Public Works Director Freiburger

**Proposed Comprehensive Plan Amendment – 2013 Docket**

- Planning Director Coleman reviewed the proposed amendments to the 2013 Comprehensive Plan which includes 1) Review and update the Housing Element; 2) Review and updated the Transportation Element; and 3) Reserve space on the docket for any rezone requests within the commercial/industrial zones with a deadline of June 1<sup>st</sup>. A group discussion was held.

Councilmember Wagoner moved to approve the docket with the additions stated by Mr. Coleman. Councilmember Storrs seconded. Motion carried (7-0).

**Miscellaneous Items – Reports**

Councilmember Wagoner – raised the issue of parking on sidewalks, grass strips etc.

Councilmember Sandström – inquired about traffic calming circles in neighborhoods.

Commissioner Franett – expressed interest in a community pool. Everyone agreed wholeheartedly.

Commissioner Judd – stated he would like to see a code enforcement officer hired again.

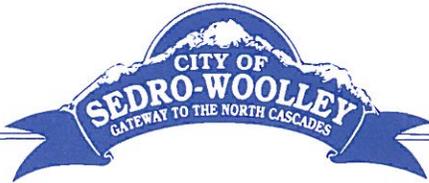
Councilmember Galbraith – expressed concern about parking on Metcalf Street.

The worksession was adjourned at 8:20 P.M.

FEB 13 2013

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

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DATE: February 13, 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 February 13, 2013.

Motion to approve Claim Checks #76096 to #76218 in the amount of \$360,931.43 (Void Check #76125 & 76201).

Motion to approve Payroll Checks #54894 to #54996 in the amount of \$259,196.23.

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

CITY OF SEDRO-WOOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 02/13/2013 (Printed 02/07/2013 16:09)

| WARRANT | VENDOR NAME                 | DESCRIPTION              |     | AMOUNT   |
|---------|-----------------------------|--------------------------|-----|----------|
| 76096   | ACE INDUSTRIAL SUPPLY, INC. | OPERATING SUPPLIES       | SWR | 193.68   |
|         |                             | WARRANT TOTAL            |     | 193.68   |
| 76097   | ALLELUJAH BUSINESS SYSTEMS  | POSTAGE                  | FD  | 17.77    |
|         |                             | POSTAGE                  | FD  | 16.10    |
|         |                             | OPERATING SUPPLIES       | SWR | 13.65    |
|         |                             | WARRANT TOTAL            |     | 47.52    |
| 76098   | ALL-PHASE ELECTRIC          | REPAIRS/MAINT-DORM       | FD  | 389.25   |
|         |                             | REPAIR/MAINT-GARAGE      | FD  | 41.81    |
|         |                             | WARRANT TOTAL            |     | 431.06   |
| 76099   | ALPINE FIRE & SAFETY        | OPERATING SUPPLIES       | FD  | 76.65    |
|         |                             | OPERATING SUPPLIES       | ST  | 161.28   |
|         |                             | WARRANT TOTAL            |     | 237.93   |
| 76100   | A.T.V. ACCESSORIES          | REPAIR/MAINTENANCE-EQUIP | ST  | 64.92    |
|         |                             | WARRANT TOTAL            |     | 64.92    |
| 76101   | ANDGAR CORP                 | REPAIRS/MAINT-EQUIP      | FD  | 732.52   |
|         |                             | WARRANT TOTAL            |     | 732.52   |
| 76102   | ARAMARK UNIFORM SERVICES    | MISC-LAUNDRY             | ST  | 2.49     |
|         |                             | MISC-LAUNDRY             | ST  | 2.49     |
|         |                             | MISC-LAUNDRY             | ST  | 2.49     |
|         |                             | LAUNDRY                  | SWR | 8.33     |
|         |                             | LAUNDRY                  | SWR | 8.33     |
|         |                             | LAUNDRY                  | SWR | 8.33     |
|         |                             | WARRANT TOTAL            |     | 32.46    |
| 76103   | ASSOC PETROLEUM PRODUCTS    | AUTO FUEL                | CS  | 114.31   |
|         |                             | AUTO FUEL                | CS  | 285.92   |
|         |                             | AUTO FUEL                | PD  | 88.11    |
|         |                             | AUTO FUEL                | PD  | 1,254.55 |
|         |                             | AUTO FUEL/DIESEL         | FD  | 533.86   |
|         |                             | AUTO FUEL/DIESEL         | PK  | 36.53    |
|         |                             | AUTO FUEL/DIESEL         | CEM | 54.95    |
|         |                             | AUTO FUEL/DIESEL         | CEM | 94.03    |
|         |                             | AUTO FUEL/DIESEL         | ST  | 458.52   |
|         |                             | AUTO FUEL/DIESEL         | ST  | 311.63   |
|         |                             | AUTO FUEL/DIESEL         | ST  | 192.00   |
|         |                             | AUTO FUEL/DIESEL         | SWR | 110.63   |
|         |                             | AUTO FUEL/DIESEL         | SWR | 123.10   |
|         |                             | AUTO FUEL/DIESEL         | SAN | 43.31    |
|         |                             | AUTO FUEL/DIESEL         | SAN | 6.62     |
|         |                             | AUTO FUEL/DIESEL         | SAN | 3,348.54 |
|         |                             | AUTO FUEL/DIESEL         | SAN | 122.11   |
|         |                             | OPERATING SUPPLIES       | ERR | 70.53    |
|         |                             | WARRANT TOTAL            |     | 7,249.25 |
| 76104   | AT & T                      | TELEPHONE                | FIN | 11.52    |
|         |                             | TELEPHONE                | LGL | 8.38     |

CITY OF SEDRO-WOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 02/13/2013 (Printed 02/07/2013 16:09)

| WARRANT | VENDOR NAME                | DESCRIPTION                |     | AMOUNT   |
|---------|----------------------------|----------------------------|-----|----------|
|         |                            | TELEPHONE                  | PLN | 2.10     |
|         |                            | TELEPHONE                  | ENG | 11.52    |
|         |                            | TELEPHONE                  | PD  | 48.19    |
|         |                            | TELEPHONE                  | FD  | 7.33     |
|         |                            | TELEPHONE                  | ST  | 7.33     |
|         |                            | TELEPHONE                  | LIB | 2.10     |
|         |                            | TELEPHONE                  | SWR | 3.14     |
|         |                            | TELEPHONE                  | SAN | 3.14     |
|         |                            | WARRANT TOTAL              |     | 104.75   |
| 76105   | BAY CITY SUPPLY            | OPERATING SUPPLIES         | PK  | 56.92    |
|         |                            | OPERATING SUPPLIES         | PK  | 54.10    |
|         |                            | OPERATING SUPPLIES         | SAN | 292.24   |
|         |                            | WARRANT TOTAL              |     | 403.26   |
| 76106   | BERG VAULT COMPANY         | LINERS                     | CEM | 1,705.00 |
|         |                            | WARRANT TOTAL              |     | 1,705.00 |
| 76107   | BIOSCIENCE, INC.           | MAINTENANCE OF LINES       | SWR | 1,150.00 |
|         |                            | WARRANT TOTAL              |     | 1,150.00 |
| 76108   | BLUMENTHAL UNIFORM & EQUIP | UNIFORMS/ACCESSORIES       | PD  | 11.36    |
|         |                            | UNIFORMS/ACCESSORIES       | PD  | 140.65   |
|         |                            | UNIFORMS/ACCESSORIES       | PD  | 20.45    |
|         |                            | UNIFORMS/ACCESSORIES       | PD  | 126.00   |
|         |                            | UNIFORMS/ACCESSORIES       | PD  | 62.70    |
|         |                            | UNIFORMS/ACCESSORIES       | PD  | 6.44     |
|         |                            | WARRANT TOTAL              |     | 367.60   |
| 76109   | ERABER EQUIPMENT LTD.      | REPAIR/MAINTENANCE-EQUIP   | ST  | 766.88   |
|         |                            | WARRANT TOTAL              |     | 766.88   |
| 76110   | CARL'S TOWING INC.         | PROFESSIONAL SERVICES      | PD  | 195.84   |
|         |                            | PROFESSIONAL SERVICES      | PD  | 102.79   |
|         |                            | WARRANT TOTAL              |     | 298.63   |
| 76111   | CARROT-TOP INDUSTRIES INC  | OPERATING SUP - RIVERFRONT | PK  | 76.89    |
|         |                            | WARRANT TOTAL              |     | 76.89    |
| 76112   | CASCADE NATURAL GAS CORP.  | PUBLIC UTILITIES           | PD  | 71.29    |
|         |                            | PUBLIC UTILITIES           | FD  | 331.90   |
|         |                            | UTILITIES-COMMUNITY CTR    | PK  | 143.63   |
|         |                            | UTILITIES-SENIOR CENTER    | PK  | 341.24   |
|         |                            | UTILITIES-HAMMER SQUARE    | PK  | 111.73   |
|         |                            | UTILITIES - SHOP           | PK  | 117.43   |
|         |                            | UTILITIES - SHOP           | PK  | 57.28    |
|         |                            | PUBLIC UTILITIES-CITY HALL | PK  | 2,548.00 |
|         |                            | PUBLIC UTILITIES           | ST  | 167.75   |
|         |                            | PUBLIC UTILITIES           | ST  | 50.32    |
|         |                            | PUBLIC UTILITIES           | LIB | 247.88   |
|         |                            | PUBLIC UTILITIES           | SWR | 135.27   |
|         |                            | PUBLIC UTILITIES           | SAN | 323.34   |

| WARRANT | VENDOR NAME                       | DESCRIPTION                |      | AMOUNT   |
|---------|-----------------------------------|----------------------------|------|----------|
|         |                                   | WARRANT TOTAL              |      | 4,647.06 |
| 76113   | CHIEF LAW ENFORCEMENT SUPPLY      | OPERATING SUPPLIES         | FD   | 137.99   |
|         |                                   | WARRANT TOTAL              |      | 137.99   |
| 76114   | CHEMSEARCH                        | MAINT OF GENERAL EQUIP     | SWR  | 119.93   |
|         |                                   | WARRANT TOTAL              |      | 119.93   |
| 76115   | CITIES INSURANCE ASSOC.           | REPAIRS/MAINT-EQUIP        | FD   | 300.00   |
|         |                                   | INSURANCE                  | ST   | 759.46   |
|         |                                   | INSURANCE                  |      | 338.39   |
|         |                                   | INSURANCE                  |      | 348.41   |
|         |                                   | WARRANT TOTAL              |      | 1,049.44 |
| 76116   | COLLINS OFFICE SUPPLY, INC        | SUPPLIES                   | FIN  | 309.48   |
|         |                                   | SUPPLIES/BOOKS             | PLN  | 24.28    |
|         |                                   | SUPPLIES                   | ENG  | 24.27    |
|         |                                   | OFFICE/OPERATING SUPPLIES  | PD   | 13.50    |
|         |                                   | OFFICE/OPERATING SUPPLIES  | PD   | 83.36    |
|         |                                   | OFFICE/OPERATING SUPPLIES  | PD   | 15.13    |
|         |                                   | OFF/OPER SUPPS & BOOKS     | INSP | 24.29    |
|         |                                   | OPERATING SUP - PARKS SHOP | PK   | 30.96    |
|         |                                   | WARRANT TOTAL              |      | 525.27   |
| 76117   | COMCAST                           | INTERNET SERVICES          | IT   | 127.47   |
|         |                                   | WARRANT TOTAL              |      | 127.47   |
| 76118   | CONSOLIDATED PLASTICS CO. INC     | OFFICE/OPERATING SUPPLIES  | PD   | 59.39    |
|         |                                   | WARRANT TOTAL              |      | 59.39    |
| 76119   | HSBC BUSINESS SOLUTIONS           | OPERATING SUPPLIES         | FD   | 495.73   |
|         |                                   | WARRANT TOTAL              |      | 495.73   |
| 76120   | CRAWFORD GARAGE DOORS INC         | REPAIRS/MAINT-EQUIP        | FD   | 308.32   |
|         |                                   | REPAIRS/MAINT-EQUIP        | FD   | 248.86   |
|         |                                   | WARRANT TOTAL              |      | 557.18   |
| 76121   | CREIGHTON ENGINEERING INC.        | PROFESSIONAL SERVICES      | FD   | 300.00   |
|         |                                   | WARRANT TOTAL              |      | 300.00   |
| 76122   | CUES                              | MAINTENANCE OF LINES       | SWR  | 202.13   |
|         |                                   | WARRANT TOTAL              |      | 202.13   |
| 76123   | DATA BASE RECORDS DESTRUCTION LLC | SUPPLIES                   | JUD  | 22.39    |
|         |                                   | SUPPLIES                   | FIN  | 44.78    |
|         |                                   | SUPPLIES/BOOKS             | PLN  | 6.51     |
|         |                                   | SUPPLIES                   | ENG  | 6.51     |
|         |                                   | OFFICE/OPERATING SUPPLIES  | PD   | 134.34   |
|         |                                   | OFF/OPER SUPPS & BOOKS     | INSP | 6.50     |
|         |                                   | WARRANT TOTAL              |      | 221.03   |
| 76124   | E & E LUMBER                      | OFFICE/OPERATING SUPPLIES  | PD   | 39.19    |

| WARRANT | VENDOR NAME              | DESCRIPTION               |      | AMOUNT   |
|---------|--------------------------|---------------------------|------|----------|
|         |                          | SMALL TOOLS & MINOR EQUIP | PK   | 10.74    |
|         |                          | SMALL TOOLS & MINOR EQUIP | PK   | 75.74    |
|         |                          | SMALL TOOLS & MINOR EQUIP | PK   | 13.22    |
|         |                          | REPAIRS/MT-COMMUNITY CTR  | PK   | 20.77-   |
|         |                          | REPAIRS/MT-COMMUNITY CTR  | PK   | 5.92     |
|         |                          | REPAIRS/MT-COMMUNITY CTR  | PK   | 41.70    |
|         |                          | REPAIRS/MT-COMMUNITY CTR  | PK   | 28.34    |
|         |                          | REPAIRS/MT-COMMUNITY CTR  | PK   | 198.79-  |
|         |                          | REPAIRS/MT-COMMUNITY CTR  | PK   | 26.87    |
|         |                          | REPAIRS/MT-COMMUNITY CTR  | PK   | 6.45     |
|         |                          | REPAIRS/MT-COMMUNITY CTR  | PK   | 32.17    |
|         |                          | REPAIRS/MT-COMMUNITY CTR  | PK   | 61.97    |
|         |                          | REPAIRS/MT-COMMUNITY CTR  | PK   | 46.60    |
|         |                          | REPAIRS/MT-COMMUNITY CTR  | PK   | 46.60    |
|         |                          | REPAIRS/MT-COMMUNITY CTR  | PK   | 18.70    |
|         |                          | REPAIRS/MT-COMMUNITY CTR  | PK   | 33.74    |
|         |                          | REPAIRS/MT-COMMUNITY CTR  | PK   | 71.23    |
|         |                          | REPAIRS/MT-COMMUNITY CTR  | PK   | 57.58    |
|         |                          | REPAIRS/MT-COMMUNITY CTR  | PK   | 126.59   |
|         |                          | REPAIRS/MT-COMMUNITY CTR  | PK   | 620.53   |
|         |                          | REPAIRS/MT-COMMUNITY CTR  | PK   | 13.50    |
|         |                          | REPAIRS/MT-COMMUNITY CTR  | PK   | 3.97     |
|         |                          | REPAIRS/MT-COMMUNITY CTR  | PK   | 20.62    |
|         |                          | REPAIRS/MT-COMMUNITY CTR  | PK   | 40.77    |
|         |                          | REPAIRS/MT-COMMUNITY CTR  | PK   | 4.31     |
|         |                          | REPAIRS/MT-COMMUNITY CTR  | PK   | 22.01    |
|         |                          | REPAIRS/MT-COMMUNITY CTR  | PK   | 24.58    |
|         |                          | REPAIR/MT-SENIOR CENTER   | PK   | 69.97    |
|         |                          | REPAIR/MAINT-CITY HALL    | PK   | 269.56   |
|         |                          | RESOURCE CONSERVATION     | PK   | 10.24    |
|         |                          | RESOURCE CONSERVATION     | PK   | 33.57    |
|         |                          | RESOURCE CONSERVATION     | PK   | 63.45    |
|         |                          | RESOURCE CONSERVATION     | PK   | 22.27    |
|         |                          | REPAIR/MAINT-EQUIP & BLDG | CEM  | 24.88    |
|         |                          | OPERATING SUPPLIES        | ST   | 11.51    |
|         |                          | OPERATING SUPPLIES        | SWR  | 17.85    |
|         |                          | OPERATING SUPPLIES        | SAN  | 32.84    |
|         |                          | SMALL TOOLS & MINOR EQUIP | SAN  | 31.44    |
|         |                          | OPERATING SUPPLIES        | SWTR | 19.29    |
|         |                          | WARRANT TOTAL             |      | 1,880.95 |
| 76125   | E & E LUMBER             | VOIDED WARRANT            |      | .00      |
|         |                          | WARRANT TOTAL             |      | .00      |
| 76126   | ECMS                     | MISC-LAUNDRY              | FD   | 17.79    |
|         |                          | WARRANT TOTAL             |      | 17.79    |
| 76127   | EDASC                    | COMMUNICATION             | EXE  | 2,500.00 |
|         |                          | WARRANT TOTAL             |      | 2,500.00 |
| 76128   | EC POWER SYSTEMS OF WASH | MAINT OF GENERAL EQUIP    | SWR  | 1,070.39 |
|         |                          | WARRANT TOTAL             |      | 1,070.39 |

| WARRANT | VENDOR NAME                    | DESCRIPTION                 |     | AMOUNT   |
|---------|--------------------------------|-----------------------------|-----|----------|
| 76129   | EDGE ANALYTICAL, INC.          | PROFESSIONAL SERVICES       | SWR | 35.00    |
|         |                                | PROFESSIONAL SERVICES       | SWR | 35.00    |
|         |                                | PROFESSIONAL SERVICES       | SWR | 35.00    |
|         |                                | WARRANT TOTAL               |     | 105.00   |
| 76130   | ENTERPRISE OFFICE SYSTEMS      | SUPPLIES                    | JUD | 43.27    |
|         |                                | SUPPLIES                    | JUD | 41.20    |
|         |                                | SUPPLIES                    | FIN | 73.77    |
|         |                                | WARRANT TOTAL               |     | 158.24   |
| 76131   | EMERGENCY MEDICAL PRODUCTS INC | OPERATING SUPPLIES          | FD  | 413.85   |
|         |                                | WARRANT TOTAL               |     | 413.85   |
| 76132   | FASTENAL COMPANY               | OPERATING SUPPLIES          | ST  | 108.70   |
|         |                                | OPERATING SUPPLIES          | SAN | 128.17   |
|         |                                | WARRANT TOTAL               |     | 236.87   |
| 76133   | FEDERAL EXPRESS CORP.          | PROFESSIONAL SERVICES       | FD  | 14.41    |
|         |                                | WARRANT TOTAL               |     | 14.41    |
| 76134   | FELLER HEATING & AIR COND      | MAINTENANCE CONTRACTS       | SWR | 144.00   |
|         |                                | WARRANT TOTAL               |     | 144.00   |
| 76135   | FOCUS                          | BOOKS - SKAGIT COUNTY       | LIB | 79.98    |
|         |                                | WARRANT TOTAL               |     | 79.98    |
| 76136   | FLOYD, WINNIE                  | OFFICE/OPERATING SUPPLIES   | PD  | 32.42    |
|         |                                | WARRANT TOTAL               |     | 32.42    |
| 76137   | FRONTIER                       | TELEPHONE                   | PD  | 55.44    |
|         |                                | TELEPHONE                   | PD  | 46.90    |
|         |                                | TELEPHONE                   | FD  | 132.15   |
|         |                                | UTILITIES-COMMUNITY CTR     | PK  | 83.21    |
|         |                                | PUBLIC UTILITIES-CITY HALL  | PK  | 59.07    |
|         |                                | PUBLIC UTILITIES-CITY HALL  | PK  | 110.87   |
|         |                                | TELEPHONE                   | CEM | 69.69    |
|         |                                | TELEPHONE                   | LIB | 114.04   |
|         |                                | TELEPHONE                   | SWR | 216.89   |
|         |                                | TELEPHONE                   | SAN | 86.56    |
|         |                                | WARRANT TOTAL               |     | 974.82   |
| 76138   | GREAT AMERICA LEASING COR      | REPAIR/MAINTENANCE-EQUIP    | LIB | 139.63   |
|         |                                | WARRANT TOTAL               |     | 139.63   |
| 76139   | GUARDIAN SECURITY              | PROFESSIONAL SERVICES       | PD  | 210.00   |
|         |                                | FIRE/THEFT PROTECTION       | FD  | 165.00   |
|         |                                | OPERATING SUP - COMM CENTER | PK  | 165.00   |
|         |                                | OPERATING SUP - SENIOR CTR  | PK  | 165.00   |
|         |                                | OPERATING SUP - CITY HALL   | PK  | 270.00   |
|         |                                | OPERATING SUPPLIES          | SWR | 210.00   |
|         |                                | WARRANT TOTAL               |     | 1,185.00 |

| WARRANT | VENDOR NAME                  | DESCRIPTION                |      | AMOUNT   |
|---------|------------------------------|----------------------------|------|----------|
| 76140   | HACH COMPANY                 | OPERATING SUPPLIES         | SWR  | 431.23   |
|         |                              | WARRANT TOTAL              |      | 431.23   |
| 76141   | HONEY BUCKET                 | UTILITIES-PORTABLE TOILETS | PK   | 75.00    |
|         |                              | WARRANT TOTAL              |      | 75.00    |
| 76142   | INGRAM LIBRARY SERVICES      | BOOKS - SKAGIT COUNTY      | LIB  | 29.18    |
|         |                              | BOOKS - SKAGIT COUNTY      | LIB  | 44.26    |
|         |                              | BOOKS - SKAGIT COUNTY      | LIB  | 22.37    |
|         |                              | BOOKS - SKAGIT COUNTY      | LIB  | 193.68   |
|         |                              | BOOKS - SKAGIT COUNTY      | LIB  | 16.54    |
|         |                              | BOOKS - SKAGIT COUNTY      | LIB  | 143.99   |
|         |                              | WARRANT TOTAL              |      | 450.02   |
| 76143   | INT'L ASSOC OF CHIEFS        | DUES/SUBSCRIPTIONS         | PD   | 120.00   |
|         |                              | WARRANT TOTAL              |      | 120.00   |
| 76144   | IWORQ SYSTEMS                | OFFICE EQUIPMENT           | PLN  | 400.00   |
|         |                              | SOFTWARE LICENSES/SUPPORT  | ENG  | 400.00   |
|         |                              | OFFICE EQUIPMENT           | INSP | 400.00   |
|         |                              | WARRANT TOTAL              |      | 1,200.00 |
| 76145   | JOHN DEERE GOVERNMENT &      | REPAIR/MAINTENANCE-EQUIP   | ST   | 888.11   |
|         |                              | WARRANT TOTAL              |      | 888.11   |
| 76146   | JOYS BAKERY & CAFE           | TRAINING                   | SAN  | 365.18   |
|         |                              | WARRANT TOTAL              |      | 365.18   |
| 76147   | KAMB, THOMAS R               | CONFLICT COUNCIL           | LGL  | 450.00   |
|         |                              | CONFLICT COUNCIL           | LGL  | 150.00   |
|         |                              | WARRANT TOTAL              |      | 600.00   |
| 76148   | KCDA PURCHASING COOPERATIVE  | SUPPLIES                   | FIN  | 306.03   |
|         |                              | OFFICE/OPERATING SUPPLIES  | PD   | 30.83    |
|         |                              | OFFICE/OPERATING SUPPLIES  | PD   | 46.25    |
|         |                              | OFFICE SUPPLIES            | FD   | 30.83    |
|         |                              | OFFICE SUPPLIES            | FD   | 46.24    |
|         |                              | WARRANT TOTAL              |      | 460.18   |
| 76149   | KEN'S RADIATOR, INC          | REPAIR/MAINTENANCE-EQUIP   | ST   | 43.28    |
|         |                              | WARRANT TOTAL              |      | 43.28    |
| 76150   | L N CURTIS & SONS            | OPERATING SUPPLIES         | FD   | 164.51   |
|         |                              | WARRANT TOTAL              |      | 164.51   |
| 76151   | LANGUAGE EXCH. INC. (THE)    | LANGUAGE INTERPRETER       | JUD  | 232.00   |
|         |                              | WARRANT TOTAL              |      | 232.00   |
| 76152   | LAW ENFORCEMENT SYSTEMS INC. | OFFICE/OPERATING SUPPLIES  | PD   | 59.00    |
|         |                              | WARRANT TOTAL              |      | 59.00    |
| 76153   | MAMMOTH STONEWORKS INC       | REPAIRS & MAINTENANCE      |      | 31.70    |

| WARRANT | VENDOR NAME                 | DESCRIPTION                |      | AMOUNT     |
|---------|-----------------------------|----------------------------|------|------------|
|         |                             | WARRANT TOTAL              |      | 31.70      |
| 76154   | MID-AMERICAN RESEARCH CHEM. | MAINT OF GENERAL EQUIP     | SWR  | 282.56     |
|         |                             | WARRANT TOTAL              |      | 282.56     |
| 76155   | MISTER T'S AWARDS & EMB     | OFFICE/OPERATING SUPPLIES  | PD   | 239.12     |
|         |                             | WARRANT TOTAL              |      | 239.12     |
| 76156   | MOORE, JACK R.              | PROFESSIONAL SERVICES      | INSP | 49.80      |
|         |                             | WARRANT TOTAL              |      | 49.80      |
| 76157   | N C MACHINERY CO.           | REPAIR/MAINTENANCE-EQUIP   | ST   | 288.48     |
|         |                             | WARRANT TOTAL              |      | 288.48     |
| 76158   | N W SECTION PNCWA           | MISC-DUES/SUBSCRIPTIONS    | SWR  | 70.00      |
|         |                             | WARRANT TOTAL              |      | 70.00      |
| 76159   | NORTH CASCADE FORD          | REPAIR & MAINT - AUTO      | PD   | 130.71     |
|         |                             | WARRANT TOTAL              |      | 130.71     |
| 76160   | NORTHWEST BIOSOLIDS MGMT    | MISC-DUES/SUBSCRIPTIONS    | SWR  | 470.00     |
|         |                             | WARRANT TOTAL              |      | 470.00     |
| 76161   | OFFICE DEPOT                | SUPPLIES/BOOKS             | PLN  | 5.96       |
|         |                             | SUPPLIES/BOOKS             | PLN  | 14.42      |
|         |                             | SUPPLIES                   | ENG  | 5.96       |
|         |                             | SUPPLIES                   | ENG  | 14.43      |
|         |                             | OFF/OPER SUPPS & BOOKS     | INSP | 5.97       |
|         |                             | OFF/OPER SUPPS & BOOKS     | INSP | 14.42      |
|         |                             | OPERATING SUP - PARKS SHOP | PK   | 113.46     |
|         |                             | WARRANT TOTAL              |      | 174.62     |
| 76162   | OLIVER-HAMMER CLOTHES       | OPERATING SUPPLIES         | SWR  | 91.95      |
|         |                             | SAFETY EQUIPMENT           | SWR  | 108.18     |
|         |                             | WARRANT TOTAL              |      | 200.13     |
| 76163   | OSBORNE, ROBERT             | PROFESSIONAL SERVICES      | INSP | 300.00     |
|         |                             | WARRANT TOTAL              |      | 300.00     |
| 76164   | OWEN EQUIPMENT COMPANY      | REPAIRS/MAINTENANCE        | SWTR | 454.84     |
|         |                             | EQUIP & VEHICLES - STREETS | ERR  | 216,400.00 |
|         |                             | WARRANT TOTAL              |      | 216,854.84 |
| 76165   | PACIFIC POWER BATTERIES     | MAINT OF GENERAL EQUIP     | SWR  | 53.79      |
|         |                             | WARRANT TOTAL              |      | 53.79      |
| 76166   | PAT RIMMER TIRE CTR, INC    | REPAIR & MAINT - AUTO      | PD   | 1,010.70   |
|         |                             | REPAIR & MAINT - AUTO      | PD   | 124.38     |
|         |                             | WARRANT TOTAL              |      | 1,135.08   |
| 76167   | PITTMAN, HAROLD             | RETIRED MEDICAL            | PD   | 1,258.80   |
|         |                             | WARRANT TOTAL              |      | 1,258.80   |

| WARRANT | VENDOR NAME                   | DESCRIPTION                    |      | AMOUNT    |
|---------|-------------------------------|--------------------------------|------|-----------|
| 76168   | PROTECH AUTOMOTIVE            | REPAIR/MAINT SKATEPARK         | PK   | 203.22    |
|         |                               | WARRANT TOTAL                  |      | 203.22    |
| 76169   | PUBLIC UTILITY DIS. NO.1      | PUBLIC UTILITIES               | PD   | 19.35     |
|         |                               | UTILITIES-RIVERFRONT           | PK   | 157.52    |
|         |                               | UTILITIES-TRAIN                | PK   | 19.35     |
|         |                               | UTILITIES-HAMMER SQUARE        | PK   | 128.79    |
|         |                               | UTILITIES-BINGHAM & MEMORIAL P |      | 34.59     |
|         |                               | UTILITIES - OTHER              | PK   | 44.01     |
|         |                               | PUBLIC UTILITIES-CITY HALL     | PK   | 197.24    |
|         |                               | PUBLIC UTILITIES               | CEM  | 63.31     |
|         |                               | PUBLIC UTILITIES               | ST   | 47.15     |
|         |                               | PUBLIC UTILITIES               | LIB  | 28.77     |
|         |                               | PUBLIC UTILITIES               | SWR  | 275.84    |
|         |                               | PUBLIC UTILITIES               | SAN  | 40.87     |
|         |                               | WARRANT TOTAL                  |      | 1,056.79  |
| 76170   | PUGET SOUND ENERGY            | PUBLIC UTILITIES               | PD   | 36.81     |
|         |                               | PUBLIC UTILITIES               | FD   | 118.94    |
|         |                               | UTILITIES-RIVERFRONT           | PK   | 454.12    |
|         |                               | UTILITIES-COMMUNITY CTR        | PK   | 276.73    |
|         |                               | UTILITIES-SENIOR CENTER        | PK   | 526.72    |
|         |                               | UTILITIES-TRAIN                | PK   | 63.77     |
|         |                               | UTILITIES-HAMMER SQUARE        | PK   | 244.65    |
|         |                               | UTILITIES-BINGHAM & MEMORIAL P |      | 75.87     |
|         |                               | UTILITIES - SHOP               | PK   | 58.40     |
|         |                               | UTILITIES - SHOP               | PK   | 19.33     |
|         |                               | UTILITIES - OTHER              | PK   | 10.26     |
|         |                               | PUBLIC UTILITIES-CITY HALL     | PK   | 2,276.20  |
|         |                               | PUBLIC UTILITIES               | CEM  | 88.80     |
|         |                               | PUBLIC UTILITIES               | ST   | 93.23     |
|         |                               | PUBLIC UTILITIES               | ST   | 8.29      |
|         |                               | PUBLIC UTILITIES               | ST   | 230.63    |
|         |                               | PUBLIC UTILITIES               | ST   | 9,722.28  |
|         |                               | PUBLIC UTILITIES               | LIB  | 240.41    |
|         |                               | ADVERTISING                    | HOT  | 38.43     |
|         |                               | PUBLIC UTILITIES               | SWR  | 10,553.01 |
|         |                               | PUBLIC UTILITIES               | SAN  | 160.32    |
|         |                               | PUBLIC UTILITIES               | SWTR | 146.20    |
|         |                               | WARRANT TOTAL                  |      | 25,443.40 |
| 76171   | QUICK LANE TIRE & AUTO CENTER | REPAIR & MAINT - AUTO          | PD   | 40.23     |
|         |                               | REPAIRS/MAINT-EQUIP            | FD   | 117.35    |
|         |                               | WARRANT TOTAL                  |      | 157.58    |
| 76172   | RESULTS GROUP LTD (THE)       | PROFESSIONAL DEVELOPMENT       | PD   | 500.00    |
|         |                               | WARRANT TOTAL                  |      | 500.00    |
| 76173   | RENE'S WORLD                  | OPERATING SUPPLIES             | SWR  | 5.41      |
|         |                               | OPERATING SUPPLIES             | SWR  | 8.12      |
|         |                               | WARRANT TOTAL                  |      | 13.53     |

| WARRANT | VENDOR NAME                      | DESCRIPTION               |      | AMOUNT    |
|---------|----------------------------------|---------------------------|------|-----------|
| 76174   | RICOH USA, INC.                  | REPAIRS & MAINTENANCE     | PD   | 51.03     |
|         |                                  | REPAIRS & MAINTENANCE     | PD   | 75.74     |
|         |                                  | EQUIPMENT LEASE           | FD   | 75.74     |
|         |                                  | REPAIRS/MAINT-EQUIP       | FD   | 51.02     |
|         |                                  | WARRANT TOTAL             |      | 253.53    |
| 76175   | SALSEINA, NATHAN                 | REPAIRS/MT-COMMUNITY CTR  | PK   | 145.62    |
|         |                                  | WARRANT TOTAL             |      | 145.62    |
| 76176   | SANDERSON SAFETY SUPPLY          | SMALL TOOLS & MINOR EQUIP | FD   | 168.43    |
|         |                                  | WARRANT TOTAL             |      | 168.43    |
| 76177   | SCADA & CONTROLS ENGINEERING INC | PUMP STATION UPGRADE      | SWTR | 15,093.00 |
|         |                                  | WARRANT TOTAL             |      | 15,093.00 |
| 76178   | SCIENTIFIC SUPPLY                | OPERATING SUPPLIES        | SWR  | 289.66    |
|         |                                  | OPERATING SUPPLIES        | SWR  | 107.97    |
|         |                                  | WARRANT TOTAL             |      | 397.63    |
| 76179   | SEAWESTERN FIRE FIGHTING EQUIP.  | REPAIRS/MAINT-EQUIP       | FD   | 95.00     |
|         |                                  | WARRANT TOTAL             |      | 95.00     |
| 76180   | SEDRO-WOLLEY AUTO PARTS          | REPAIR/MAINTENANCE EQUIP  | PK   | 14.08     |
|         |                                  | OPERATING SUPPLIES        | CEM  | 7.12      |
|         |                                  | REPAIR/MAINT-EQUIP & BLDG | CEM  | 3.66      |
|         |                                  | REPAIR/MAINTENANCE-EQUIP  | ST   | 100.58    |
|         |                                  | REPAIR/MAINTENANCE-EQUIP  | ST   | 28.24     |
|         |                                  | REPAIR/MAINTENANCE-EQUIP  | ST   | 191.25    |
|         |                                  | REPAIR/MAINTENANCE-EQUIP  | ST   | 9.73      |
|         |                                  | OPERATING SUPPLIES        | SWR  | 68.17     |
|         |                                  | OPERATING SUPPLIES        | SAN  | 90.82     |
|         |                                  | OPERATING SUPPLIES        | SAN  | 84.70     |
|         |                                  | WARRANT TOTAL             |      | 598.35    |
| 76181   | SEDRO-WOLLEY VOLUNTEER           | SALARIES-VOLUNTEERS       | FD   | 10,296.00 |
|         |                                  | WARRANT TOTAL             |      | 10,296.00 |
| 76182   | SILKSCREEN FRAMES, INC.          | EQUIPMENT                 |      | 311.62    |
|         |                                  | WARRANT TOTAL             |      | 311.62    |
| 76183   | SJOSTROM LAW OFFICE              | MISC-FILING FEES/LIEN EXP | SWR  | 4,228.96  |
|         |                                  | MISC-FILING FEES/LIEN EXP | SAN  | 1,769.03  |
|         |                                  | OPERATING SUPPLIES        | SWTR | 260.26    |
|         |                                  | WARRANT TOTAL             |      | 6,258.25  |
| 76184   | SKAGIT CO. DISTRICT COURT        | DISTRICT COURT SURCHARGE  | JUD  | 1,719.00  |
|         |                                  | WARRANT TOTAL             |      | 1,719.00  |
| 76185   | SKAGIT COUNTY GOVERNMENT         | PROFESSIONAL SERVICES     | IT   | 887.91    |
|         |                                  | SPILLMAN SYSTEM           | PD   | 3,561.83  |
|         |                                  | WARRANT TOTAL             |      | 4,449.74  |

CITY OF SEDRO-WOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
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| WARRANT | VENDOR NAME                      | DESCRIPTION                |      | AMOUNT   |
|---------|----------------------------------|----------------------------|------|----------|
| 76186   | SKAGIT CO. COMMUNITY SERVICES    | SK CTY SUBSTANCE ABUSE     | ALC  | 2,399.67 |
|         |                                  | WARRANT TOTAL              |      | 2,399.67 |
| 76187   | SKAGIT COUNTY SHERIFF OFF        | PRISONERS                  | PD   | 583.24   |
|         |                                  | WARRANT TOTAL              |      | 583.24   |
| 76188   | SKAGIT COUNTY TREASURER          | CRIME VCTM & WITNSS PROG   | LGL  | 109.13   |
|         |                                  | WARRANT TOTAL              |      | 109.13   |
| 76189   | SKAGIT FARMERS SUPPLY            | RESOURCE CONSERVATION      | PK   | 58.42    |
|         |                                  | OPERATING SUPPLIES         | ST   | 69.99    |
|         |                                  | OPERATING SUPPLIES-PROPANE | ST   | 12.97    |
|         |                                  | OPERATING SUPPLIES-PROPANE | ST   | 14.73    |
|         |                                  | REPAIR/MAINTENANCE-EQUIP   | ST   | 31.01    |
|         |                                  | REPAIR/MAINTENANCE-EQUIP   | ST   | 16.21    |
|         |                                  | REPAIR/MAINTENANCE-EQUIP   | ST   | 129.71   |
|         |                                  | REPAIR/MAINTENANCE-EQUIP   | ST   | 58.42    |
|         |                                  | REPAIR/MAINTENANCE-EQUIP   | ST   | 64.86    |
|         |                                  | OPERATING SUPPLIES         | ST   | 21.09    |
|         |                                  | KENNEL IMPROVEMENTS        | DOG  | 34.61    |
|         |                                  | MAINTENANCE OF LINES       | SWR  | 51.87    |
|         |                                  | OPERATING SUPPLIES         | SWTR | 17.29    |
|         |                                  | WARRANT TOTAL              |      | 464.34   |
| 76190   | SKAGIT VALLEY HERALD             | DUES/SUBSCRIPT/MEMBERSHIP  | PLN  | 47.00    |
|         |                                  | DUES/MEMBERSHIPS           | ENG  | 47.00    |
|         |                                  | MISC-DUES                  | INSP | 47.00    |
|         |                                  | WARRANT TOTAL              |      | 141.00   |
| 76191   | SK. VALLEY TULIP FESTIVAL        | TULIP FESTIVAL             | HOT  | 400.00   |
|         |                                  | WARRANT TOTAL              |      | 400.00   |
| 76192   | SOLID WASTE SYSTEMS, INC.        | CONTAINERS                 | SAN  | 616.81   |
|         |                                  | WARRANT TOTAL              |      | 616.81   |
| 76193   | STAPLES BUSINESS ADVANTAGE       | OFFICE/OPERATING SUPPLIES  | PD   | 34.38    |
|         |                                  | OFFICE/OPERATING SUPPLIES  | PD   | 7.02     |
|         |                                  | OFFICE/OPERATING SUPPLIES  | PD   | 59.24    |
|         |                                  | OFFICE/OPERATING SUPPLIES  | PD   | 64.97    |
|         |                                  | MACHINERY & EQUIPMENT      | PD   | 105.97   |
|         |                                  | WARRANT TOTAL              |      | 271.58   |
| 76194   | SKAGIT REGIONAL CLINICS PHARMACY | RETIRED MEDICAL            | PD   | 26.60    |
|         |                                  | RETIRED MEDICAL            | PD   | 43.87    |
|         |                                  | RETIRED MEDICAL            | PD   | 19.00    |
|         |                                  | RETIRED MEDICAL            | PD   | 62.55    |
|         |                                  | RETIRED MEDICAL            | PD   | 84.55    |
|         |                                  | WARRANT TOTAL              |      | 236.57   |
| 76195   | STUEBER DISTRIBUTING CO.         | SMALL TOOLS & MINOR EQUIP  | PK   | 120.60   |
|         |                                  | WARRANT TOTAL              |      | 120.60   |

| WARRANT | VENDOR NAME            | DESCRIPTION                |     | AMOUNT |
|---------|------------------------|----------------------------|-----|--------|
| 76196   | STILES & STILES        | PROFESSIONAL SERVICES      | CIV | 50.00  |
|         |                        | WARRANT TOTAL              |     | 50.00  |
| 76197   | SUBURBAN PROPANE, L.P. | PROPANE                    | CEM | 48.69  |
|         |                        | WARRANT TOTAL              |     | 48.69  |
| 76198   | SWISSPHONE LLC         | REPAIRS/MAINT-EQUIP        | FD  | 61.34  |
|         |                        | WARRANT TOTAL              |     | 61.34  |
| 76199   | TARGHEE FIRE SVC. LLC  | SMALL TOOLS & MINOR EQUIP  | FD  | 270.50 |
|         |                        | WARRANT TOTAL              |     | 270.50 |
| 76200   | TRUE VALUE             | OFFICE/OPERATING SUPPLIES  | CWP | 15.22  |
|         |                        | OFFICE/OPERATING SUPPLIES  | CWP | 22.71  |
|         |                        | OFFICE/OPERATING SUPPLIES  | CWP | 9.73   |
|         |                        | OFFICE/OPERATING SUPPLIES  | CWP | 7.56   |
|         |                        | OFFICE/OPERATING SUPPLIES  | PD  | 3.18   |
|         |                        | OFFICE/OPERATING SUPPLIES  | PD  | 6.26   |
|         |                        | SMALL TOOLS & MINOR EQUIP  | FD  | 39.89  |
|         |                        | REPAIRS/MAINT-EQUIP        | FD  | 5.94   |
|         |                        | OPERATING SUP - SENIOR CTR | PK  | 62.03  |
|         |                        | SMALL TOOLS & MINOR EQUIP  | PK  | 18.34  |
|         |                        | SMALL TOOLS & MINOR EQUIP  | PK  | 6.48   |
|         |                        | SMALL TOOLS & MINOR EQUIP  | PK  | 7.56   |
|         |                        | REPAIRS/MT-COMMUNITY CTR   | PK  | 47.56  |
|         |                        | REPAIRS/MT-COMMUNITY CTR   | PK  | 93.02  |
|         |                        | REPAIRS/MT-COMMUNITY CTR   | PK  | 16.36  |
|         |                        | REPAIRS/MT-COMMUNITY CTR   | PK  | 22.69  |
|         |                        | REPAIRS/MT-COMMUNITY CTR   | PK  | 9.72   |
|         |                        | REPAIRS/MT-COMMUNITY CTR   | PK  | 15.12  |
|         |                        | REPAIRS/MT-COMMUNITY CTR   | PK  | 9.28   |
|         |                        | REPAIRS/MT-COMMUNITY CTR   | PK  | 17.51  |
|         |                        | REPAIRS/MT-COMMUNITY CTR   | PK  | .65-   |
|         |                        | REPAIR/MAINT-CITY HALL     | PK  | 11.33  |
|         |                        | RESOURCE CONSERVATION      | PK  | 3.02   |
|         |                        | RESOURCE CONSERVATION      | PK  | 24.33  |
|         |                        | RESOURCE CONSERVATION      | PK  | 22.42  |
|         |                        | RESOURCE CONSERVATION      | PK  | 3.08   |
|         |                        | RESOURCE CONSERVATION      | PK  | 15.75- |
|         |                        | RESOURCE CONSERVATION      | PK  | 11.53  |
|         |                        | RESOURCE CONSERVATION      | PK  | 8.42-  |
|         |                        | SMALL TOOLS/MINOR EQUIP    | CEM | 18.38  |
|         |                        | REPAIR/MAINTENANCE-EQUIP   | ST  | 20.55  |
|         |                        | OPERATING SUPPLIES         | SWR | 17.94  |
|         |                        | OPERATING SUPPLIES         | SWR | 12.06  |
|         |                        | OPERATING SUPPLIES         | SWR | 34.58  |
|         |                        | OPERATING SUPPLIES         | SWR | 5.94   |
|         |                        | OPERATING SUPPLIES         | SWR | 26.49  |
|         |                        | OPERATING SUPPLIES         | SWR | 46.50  |
|         |                        | SMALL TOOLS & MINOR EQUIP  | SWR | 131.91 |
|         |                        | OPERATING SUPPLIES         | SAN | 20.72  |
|         |                        | OPERATING SUPPLIES         | SAN | 14.87  |

| WARRANT | VENDOR NAME                 | DESCRIPTION             |      | AMOUNT   |
|---------|-----------------------------|-------------------------|------|----------|
|         |                             | WARRANT TOTAL           |      | 836.99   |
| 76201   | TRUE VALUE                  | VOIDED WARRANT          |      | .00      |
|         |                             | VOIDED WARRANT          |      | .00      |
|         |                             | WARRANT TOTAL           |      | .00      |
| 76202   | UNITED GENERAL HOSPITAL     | PRISONERS               | PD   | 52.00    |
|         |                             | PRISONERS               | PD   | 1,203.26 |
|         |                             | WARRANT TOTAL           |      | 1,255.26 |
| 76203   | WALLEY AUTO SUPPLY          | MACHINERY & EQUIPMENT   | PD   | 17.30    |
|         |                             | REPAIRS/MAINT-EQUIP     | SAN  | 14.96    |
|         |                             | OPERATING SUPPLIES      | SAN  | 16.87    |
|         |                             | WARRANT TOTAL           |      | 49.13    |
| 76204   | VERIZON WIRELESS            | TELEPHONE               | EXE  | 56.26    |
|         |                             | TELEPHONE               | FIN  | 55.42    |
|         |                             | TELEPHONE               | LGL  | 55.42    |
|         |                             | POSTAGE                 | IT   | 55.42    |
|         |                             | CELL PHONES             | ENG  | 166.26   |
|         |                             | TELEPHONE               | PD   | 168.26   |
|         |                             | TELEPHONE               | PD   | 440.11   |
|         |                             | TELEPHONE               | PD   | 381.41   |
|         |                             | TELEPHONE               | FD   | 400.14   |
|         |                             | TELEPHONE               | FD   | 70.90    |
|         |                             | TELEPHONE               | PK   | 95.12    |
|         |                             | TELEPHONE               | CEM  | 45.82    |
|         |                             | TELEPHONE               | ST   | 64.78    |
|         |                             | NEXTEL CELL PHONES      | SWR  | 153.86   |
|         |                             | NEXTEL CELL PHONES      | SAN  | 138.60   |
|         |                             | WARRANT TOTAL           |      | 2,347.78 |
| 76205   | VISION FORMS, LLC           | POSTAGE                 | SWR  | 1,569.09 |
|         |                             | POSTAGE                 | SAN  | 1,276.24 |
|         |                             | POSTAGE                 | SWTR | 96.56    |
|         |                             | WARRANT TOTAL           |      | 2,941.89 |
| 76206   | VISTEN, LESLIE              | RETIRED MEDICAL         | PD   | 1,198.80 |
|         |                             | WARRANT TOTAL           |      | 1,198.80 |
| 76207   | WA ASSOC OF SHERIFFS &      | DUES/SUBSCRIPTIONS      | PD   | 180.00   |
|         |                             | WARRANT TOTAL           |      | 180.00   |
| 76208   | WA CEMETERY & FUNERAL ASSOC | MISC-DUES/SUBSCRIPTIONS | CEM  | 125.00   |
|         |                             | WARRANT TOTAL           |      | 125.00   |
| 76209   | WASHINGTON FIRE CHIEFS      | MISC-DUES               | PD   | 700.00   |
|         |                             | WARRANT TOTAL           |      | 700.00   |
| 76210   | WA STATE DEPT OF ECOLOGY    | DOE DISCHARGE PERMIT    | SWR  | 5,178.60 |
|         |                             | WARRANT TOTAL           |      | 5,178.60 |

CITY OF SEDRO-WOOLLEY  
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| WARRANT | VENDOR NAME               | DESCRIPTION                    |      | AMOUNT     |
|---------|---------------------------|--------------------------------|------|------------|
| 76211   | WA ST DEPT OF ECOLOGY     | DOE NPDES PERMIT               | SWTR | 1,286.35   |
|         |                           | WARRANT TOTAL                  |      | 1,286.35   |
| 76212   | WA ST DEPT OF PROF LICEN  | INTERGOV SVC-GUN PERMITS       | PD   | 147.00     |
|         |                           | INTERGOV SVC-GUN PERMITS       | PD   | 72.00      |
|         |                           | INTERGOV SVC-GUN PERMITS       | PD   | 165.00     |
|         |                           | WARRANT TOTAL                  |      | 384.00     |
| 76213   | WA ST DEPT OF TRANS       | ENGINEERING-FERRY STREET       | AST  | 222.47     |
|         |                           | WARRANT TOTAL                  |      | 222.47     |
| 76214   | WA ST OFF OF TREASURER    | STATE REMITTANCES-COURT        |      | 6,147.45   |
|         |                           | WARRANT TOTAL                  |      | 6,147.45   |
| 76215   | WESTERN SYSTEMS           | CONTAINERS                     | SAN  | 334.16     |
|         |                           | WARRANT TOTAL                  |      | 334.16     |
| 76216   | WHATCOM COUNTY PARK & REC | RANGE FEES                     | PD   | 5,042.50   |
|         |                           | WARRANT TOTAL                  |      | 5,042.50   |
| 76217   | WOOD'S LOGGING SUPPLY INC | REPAIR/MAINTENANCE EQUIP       | PK   | 584.97     |
|         |                           | REPAIR/MAINTENANCE EQUIP       | PK   | 68.43      |
|         |                           | OPERATING SUPPLIES             | CEM  | 44.24      |
|         |                           | REPAIR/MAINT-EQUIP & BLDG      | CEM  | 48.07      |
|         |                           | REPAIR/MAINT-STREETS           | ST   | 749.83     |
|         |                           | REPAIR/MAINTENANCE-EQUIP       | ST   | 60.53      |
|         |                           | REPAIR/MAINTENANCE-EQUIP       | ST   | 35.60      |
|         |                           | MAINTENANCE OF LINES           | SWR  | 13.52      |
|         |                           | MAINT OF GENERAL EQUIP         | SWR  | 3.40       |
|         |                           | MAINT OF GENERAL EQUIP         | SWR  | 7.73       |
|         |                           | SAFETY EQUIPMENT               | SWR  | 139.61     |
|         |                           | WARRANT TOTAL                  |      | 1,755.93   |
| 76218   | OLIVE, SUSAN              | SPACE/FACILITY RENT-RIVERFRONT |      | 124.50     |
|         |                           | WARRANT TOTAL                  |      | 124.50     |
|         |                           | RUN TOTAL                      |      | 360,931.43 |

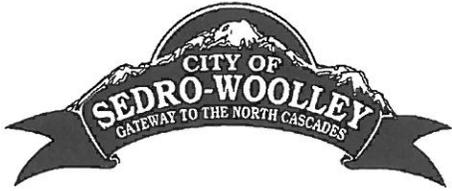
| FUND  | TITLE                      | AMOUNT     |
|-------|----------------------------|------------|
| 001   | CURRENT EXPENSE FUND       | 56,020.97  |
| 101   | PARK FUND                  | 12,582.50  |
| 102   | CEMETERY FUND              | 2,441.64   |
| 103   | STREET FUND                | 16,069.30  |
| 104   | ARTERIAL STREET FUND       | 222.47     |
| 105   | LIBRARY FUND               | 1,302.83   |
| 107   | PARKS RESERVE FUND         | 31.70      |
| 108   | STADIUM FUND               | 438.43     |
| 109   | SPECIAL INVESTIGATION FUND | 301.60     |
| 111   | DOG FUND                   | 34.61      |
| 401   | SEWER FUND                 | 28,278.60  |
| 412   | SOLID WASTE FUND           | 9,362.46   |
| 425   | STORMWATER                 | 17,373.79  |
| 501   | EQUIPMENT REPLACEMENT FUND | 216,470.53 |
| TOTAL |                            | 360,931.43 |

| DEPARTMENT                      | AMOUNT    |
|---------------------------------|-----------|
| 001 000 000                     | 6,147.45  |
| 001 000 012                     | 2,057.86  |
| 001 000 013                     | 2,556.26  |
| 001 000 014                     | 801.00    |
| 001 000 015                     | 828.15    |
| 001 000 016                     | 50.00     |
| 001 000 017                     | 1,070.80  |
| 001 000 018                     | 400.23    |
| 001 000 019                     | 500.27    |
| 001 000 020                     | 675.95    |
| 001 000 021                     | 20,291.29 |
| 001 000 022                     | 17,394.06 |
| 001 000 024                     | 847.98    |
| 001 000 066                     | 2,399.67  |
| FUND CURRENT EXPENSE FUND       | 56,020.97 |
| 101 000 000                     | 124.50    |
| 101 000 076                     | 12,458.00 |
| FUND PARK FUND                  | 12,582.50 |
| 102 000 036                     | 2,441.64  |
| FUND CEMETERY FUND              | 2,441.64  |
| 103 000 042                     | 16,069.30 |
| FUND STREET FUND                | 16,069.30 |
| 104 000 042                     | 222.47    |
| FUND ARTERIAL STREET FUND       | 222.47    |
| 105 000 072                     | 1,302.83  |
| FUND LIBRARY FUND               | 1,302.83  |
| 107 000 076                     | 31.70     |
| FUND PARKS RESERVE FUND         | 31.70     |
| 108 000 019                     | 438.43    |
| FUND STADIUM FUND               | 438.43    |
| 109 000 021                     | 301.60    |
| FUND SPECIAL INVESTIGATION FUND | 301.60    |
| 111 000 021                     | 34.61     |
| FUND DOG FUND                   | 34.61     |
| 401 000 035                     | 28,278.60 |
| FUND SEWER FUND                 | 28,278.60 |
| 412 000 037                     | 9,362.46  |
| FUND SOLID WASTE FUND           | 9,362.46  |
| 425 000 031                     | 17,373.79 |
| FUND STORMWATER                 | 17,373.79 |

CITY OF SEDRO-WOLLEY  
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| VENDOR | VENDOR NAME                     | INVOICE NUMBER | REFERENCE  | INVOICE DATE | DUE DATE | COMMENTS |
|--------|---------------------------------|----------------|------------|--------------|----------|----------|
|        | 501 000 048                     |                | 216,470.53 |              |          |          |
|        | FUND EQUIPMENT REPLACEMENT FUND |                | 216,470.53 |              |          |          |
|        | TOTAL                           |                | 360,931.43 |              |          |          |



CITY COUNCIL AGENDA  
REGULAR MEETING

FEB 13 2013

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

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

Mark A. Freiberger, PE  
Director of Public Works

MEMO TO: City Council and Mayor Mike Anderson

FROM: Mark A. Freiberger, PE

RE: **Final Acceptance – Contract 2011-PW-06 SR20, Metcalf to Township Lane Widening and Bicycle/Pedestrian Improvements Project Interwest Construction, Inc.**

DATE: February 6, 2013 (for Council review February 13, 2013)

ISSUE Should Council approve final acceptance of the SR20, Metcalf to Township Lane Widening and Bicycle/Pedestrian Improvements Project as constructed by Interwest Construction, Inc. of Burlington, WA in amount of \$2,486,248.73 (including sales tax)?

**BACKGROUND/DISCUSSION**

The construction contract for the SR20, Metcalf to Township Lane Widening and Bicycle/Pedestrian Improvements Project with Interwest Construction, Inc. of Burlington, WA was executed on July 18, 2011. The work was started on August 8, 2011, with substantial completion on March 14, 2012 and final completion on January 3, 2013.

We have filed Notice of Completion documents with Washington Department of Labor & Industries, Department of Revenue and Employment Security. Once clearance is received from these agencies, the retention bond will be released.

**FINANCIAL**

**Revenue:**

|  |                |                       |
|--|----------------|-----------------------|
| TIB – final reimbursement                              | \$2,244,447.02 |                       |
| City GMA Impact – Budgeted                             | \$ 399,500.46  |                       |
| City – unreimbursed Staff time                         | \$ 9,186.70    |                       |
| City 401 Budget for Sanitary Sewer                     | \$ 53,365.76   |                       |
| PUD No. 1  | \$ 217,176.00  |                       |
| WSDOT Q Design Funds                                   | \$ 20,000.00   |                       |
| WSDOT Maintenance                                      | \$ 15,480.00   |                       |
| Skagit County EDC Grant                                | \$ 300,000.00  |                       |
| <b>TOTAL ANTICIPATED, BASE BID, SCH A, B, C, ALT 1</b> |                | <b>\$3,259,155.94</b> |

**Expenditures**

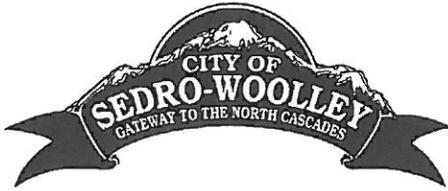
|   |                |                       |
|---|----------------|-----------------------|
| Design (Reichhardt & Ebe Engineering and city Staff)  | \$ 295,604.48  |                       |
| Construction Contract – ICI                           | \$2,486,248.73 |                       |
| Construction Engineering (R&E and Staff)              | \$ 397,331.82  |                       |
| Miscellaneous Construction (BNSF, Streetlights, etc.) | \$ 79,970.91   |                       |
| <b>TOTAL ANTICIPATED EXPENSE, BASE A, B, C, ALT 1</b> |                | <b>\$3,259,155.94</b> |

**ANALYSIS**

The original construction contract for this project totaled \$2,419,196.55. Nine change orders were issued totaling \$291,347.66, increasing the contract total to \$2,710,544.21. Unit quantity underruns, most notably in the asphalt, curbs, sidewalks and retaining wall items, reduced the final contract by \$224,295.48, resulting in the final cost of \$2,486,248.73. The final contract cost came in at \$67,052.18 or 2.8% over the bid amount.

**MOTION:**

***Move for final acceptance of the SR20, Metcalf to Township Lane Widening and Bicycle/Pedestrian Improvements Project as constructed by Interwest Construction, Inc. of Burlington, WA in amount of \$2,486,248.73 (including sales tax)?***



CITY COUNCIL AGENDA  
REGULAR MEETING

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

FEB 13 2013

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

Mark A. Freiburger, PE  
Director of Public Works

MEMO TO: City Council and Mayor Mike Anderson  
FROM: Mark A. Freiburger, PE  
RE: **Possible Bid Award**  
**Public Works Agreement Nos. 2013-PW-06 and 15 thru 17 Miscellaneous On-Call Maintenance Services**  
**Purchase Order Nos. 2013-PO-03 and 04 Sodium Hypochlorite, 12.5% Solution**  
DATE: February 6, 2013 (for Council action February 13, 2013)

**ISSUE**

Should Mayor Anderson execute the attached Public Works Agreement Nos. 2013-PW-06 and 15 thru 17 for miscellaneous 2013 On-Call maintenance services as shown below and Purchase Order Nos. 2013-PO-03 and 04 for the purchase of Sodium Hypochlorite, 12.5% Solution?

**BACKGROUND/DISCUSSION**

The city closed bids on January 22<sup>nd</sup> and 24<sup>th</sup> under the MRSC Small Works Roster process for the following contracts:

- 2013 Back-up Generator Maintenance
- 2013 Annual Plumbing On-Call Services
- 2013 On-Call Tree Trimming and Removal Services
- 2013 Sanitary Sewer Heating and Air Conditioning Maintenance

The city closed bids on January 22, 2013 as advertised in the Skagit Valley Herald and on our city website for a two year contract purchase of the following:

- 2013 – 2014 Sodium Hypochlorite, 12.5% Solution - bulk and drum purchase

Bid tabulations for each bid are attached.

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

For the Sodium Hypochlorite bid we used past history quantities used at the waste water treatment plant for treatment with no minimum guarantee for bidding purposes and awarded based on delivery alternatives - bulk or barrel. Bidders were allowed to bid on bulk, barrel, or both. This year we split our bid award between two vendors based on the lowest bid for each delivery alternative.

| <b>Contract</b>       | <b>Contractor</b>   | <b>Not-to-Exceed Total</b> |
|-----------------------|---|----------------------------|
| 2013-PW-06            | Generator Services NW LLC   | \$11,713.20                |
| 2013-PW-15            | SMS Holdings & Investments, dba Seattle Maintenance Solutions LLC | \$10,000.00                |
| 2013-PW-16            | SMS Holdings & Investments, dba Seattle Maintenance Solutions LLC | \$10,000.00                |
| 2013-PW-17            | Feller Heating & Air Conditioning Inc.                            | \$ 1,000.00                |
| <br>                  |   |                            |
| <b>Purchase Order</b> | <b>Vendor</b>   | <b>Not-to-Exceed Total</b> |
| 2013-PO-03            | Northstar Chemical Inc.   | \$14,000.00                |
| 2013-PO-04            | Orca Pacific Inc.   | \$ 4,000.00                |

**FINANCE**

The work will be generally funded as follows:

- 001.000.021.521.20.48.00 - Repairs & Maintenance – Police Evidence Room \$5,000 – (Contract 2013-PW-15)
- 001.000.022.522.20.48.00 - Repairs & Maintenance – Equipment - \$30,000 (Contract 2013-PW-06)

001.000.022.522.50.48.30 - Repairs & Maintenance – Station 2 - \$2,000 (Contract 2013-PW-06 and 15)  
101.000.076.576.80.48.09 - Repairs & Maintenance – Hammer Square - \$3,000 (Contract 2013-PW-15)  
101.000.076.576.80.48.16 - Repairs & Maintenance – City Hall - \$15,000 (Contract 2013-PW-15)

103.000.042.542.30.48.05 – Street Tree Maintenance - \$10,000 (Contract 2013-PW-16)  
401.000.035.535.50.48.00 - Maintenance Contracts - \$31,000 (Contracts 2013-PW-06, 15 and 17)  
425.000.031.531.50.48.00 – Repairs & Maintenance - \$4,500 (Contract 2013-PW-06)

The individual contracts and purchase orders 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 and quantities needed.

**MOTION:**

***Move to authorize Mayor Anderson to execute the attached Public Works Agreement Nos. 2013-PW-06 and 15 thru 17 for miscellaneous 2013 On-Call Maintenance Services and Purchase Order Nos. 2013-PO-03 and 04 as detailed above.***



City of Sedro-Woolley

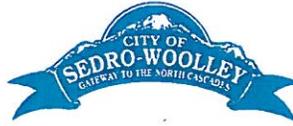
**FINAL - BID SUMMARY**

2013 Backup Generator Maintenance

BID OPENING: January 22, 2013, 2:00PM

| RANK | COMPANY NAME                              | TOTAL BID AMOUNT | MRSC |
|------|---|------------------|------|
| 1    | Generator Services NW LLC, Lynnwood, WA   | \$ 11,713.20     | Yes  |
| 2    | Legacy Power Systems, Burley, WA          | \$ 16,051.47     | Yes  |
| 3    | Northwest Power Services Inc, Spokane, WA | \$ 16,151.67     | Yes  |
| 4    | Pacific Power Generation, Kent, WA        | \$ 17,037.50     | Yes  |
| 5    | E.C. Power Systems, Portland, OR          | \$ 18,350.00     | Yes  |
| 6    | Power Plus International, Anaheim, CA     | \$ 20,284.74     | No   |
| 7    | MER Equipment, Seattle, WA                | \$ 23,735.63     | Yes  |

RECORDED BY: J. Rosario



## PUBLIC WORKS AGREEMENT 2013 PW-06

### Project Name: 2013 Backup Generator Maintenance

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and **Generator Services NW LLC, 3229 – 152<sup>nd</sup> Street SE, Lynnwood, WA 98087**, (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 (none) and technical specifications (below):

Project description: **Provide Annual and Quarterly Preventative Maintenance for thirteen (13) Backup Generator Sets as specified in ATTACHMENT A.**

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

**A. Definitions and Terms:**

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

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

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

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

**C. Business License:** A City Business and Occupation License are required, and Contractor is 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 (NOT REQUIRED);  
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 (WAIVED - RCW 39.04.155(3)).

**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 Traffic Engineer. Unless provided for specifically in the contract, no additional compensation will be made for traffic control.

### **III. PAYMENT**

A. The City agrees to pay the Contractor **\$11,713.20**

B. Contractor to provide with the signed contract a Schedule of Values including breakdown per each Quarterly Maintenance and Annual Maintenance activity (including Sales Tax).

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.

**D. Certified payroll must accompany each invoice prior to payment.**

E. 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 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.

F. Retainage will be administered in accordance with RCW 60.28.010(1) (WAIVED - using alternate procedures for contracts over \$2,500 and under \$35,000 including tax RCW 39.04.155(3))

### **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 and Quarterly Preventative Maintenance for thirteen (13) Backup Generator Sets as specified in ATTACHMENT A.

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.

J. Materials to comply with ATTACHMENT A.

EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the Contractor: \_\_\_\_\_

\_\_\_\_\_  
Contractor

EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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

Principal

Attest:

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

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

Approved as to form:

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

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

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

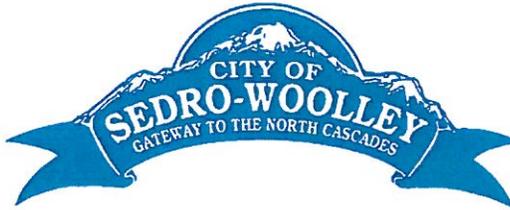
By: \_\_\_\_\_

**CITY OF SEDRO-WOOLLEY**  
City

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

\_\_\_\_\_  
Address

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



## **Attachment A**

### **To the 2013 Backup Generator Maintenance**

#### **SPECIFICATIONS**

##### **Materials**

All supplies and materials used on this project shall be new, factory certified per the appropriate Generator manufacturer or approved equal.

##### **Time for Performance**

Quarterly preventative maintenance shall be scheduled for the months of February, May and November. Annual maintenance shall be scheduled for August. Detailed maintenance reports shall be left at the Wastewater Treatment Plant following each service. This quote shall be for service performed during the calendar years 2013.

##### **Locations**

1. Sedro-Woolley Wastewater Treatment Plant, 401 Alexander Street, Sedro-Woolley, WA; Cat Generator, Model SR4B, 400 KW, Cat Engine, Model 3406, Diesel
2. Hodgkin Pump Station, 1050 Hodgkin Street, Sedro-Woolley, WA  
Kohler Generator, Model 20R0ZJB, 25 KW  
John Deere Engine, Model 3029DF120, Diesel
3. State Street Pump Station, 600 W. State Street, Sedro-Woolley, WA  
Kohler Generator, Model 50R0ZJ71, 55 KW  
John Deere Engine, Model 4039TF004, Diesel
4. Cook Road Pump Station, 1105 Cook Road, Sedro-Woolley, WA  
Kohler Generator, Model 50R0ZJ71, 25 KW  
John Deere Engine, Model 4039DF004, Diesel
5. Klinger Street Pump Station, 370 Klinger Street, Sedro-Woolley, WA  
Kohler Generator, Model 20RZ, 20 KW  
Ford Engine, Model LRG425, Natural Gas
6. West Jones Road Pump Station, 751 West Jones Road, Sedro-Woolley, WA  
Cummins Generator, Model DGCB-5700101, 60 KW  
Cummins Engine, Model 4BT3.9-G4, Diesel

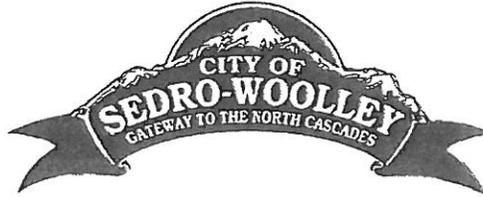
7. John Liner Pump Station, 700 John Liner Road, Sedro-Woolley, WA  
Kohler Generator, Model 45RZG, 45 KW  
Detroit Engine, Model GM 4.3, Natural Gas
8. Holtcamp Pump Station, 1550 SR 20, Sedro-Woolley, WA  
Cummins Generator, Model DGGD-7084202, 35 KW  
Cummins Engine, Model 4BT3.3-06NR, Diesel
9. Hospital Pump Station, 1970 Hospital Drive, Sedro-Woolley, WA  
Cummins Generator, Model DGGD-7084202, 35 KW  
Cummins Engine, Model 4BT3-G6NR, Diesel
10. Fruitdale Pump Station, 920 Fruitdale Road, Sedro-Woolley, WA  
Kohler Generator, Model 30REOZJC, 30 KW  
John Deere Engine, Model 4024TF281, Diesel
11. McGarigle Stormwater PS, 1242 Independence Ave., Sedro-Woolley, WA  
Cummins Generator, Model DSFAA-7243008, 35 KW  
Cummins Engine, Model S85-G3NR3, Diesel.
12. Sedro-Woolley Fire Station, 220 Munro Street, Sedro-Woolley, WA  
Kohler Generator, Model 60R7282, 60 KW  
Ford Engine, Model LSG87516005-A, Natural Gas
13. Sedro-Woolley Fire Station #2, 1218 N Township Street, Sedro-Woolley, WA  
Cummins Generator, Model GGHF, 70 KW, Natural Gas

**Annual preventative maintenance shall include:**

- Lube oil and filters change, parts included
- Replace fuel filter (diesel engines), parts included
- Oil samples, lab testing fee is included
- Coolant sample test for proper inhibiting level, combustion leaks, etc.
- Fuel sample, lab testing fee is included. Cetane and water content test
- All spark plugs to be inspected, cleaned or replaced, if required (non-diesel engines), parts not included
- Ignition system including points, condenser, cap rotor, coil, and wiring. (Inspection only, parts not included)
- Load bank test (2) hours; Coordinate with owner to provide 01 Journeyman Electrician to connect/disconnect load test
- Provide a detailed summary of maintenance performed including date of service, name and signature of technician, service performed, test results and comments regarding problems noted or additional service required.

**Quarterly preventative maintenance shall include:**

- Verify fuel supply
- Service or replace air filter, parts not included
- Visual check for oil, water or fuel leaks
- Inspect hoses
- Test antifreeze and adjust level, parts not included
- Pressure test cooling system, tighten hose connections as required
- Inspect and tighten belts
- Check engine heater operation
- Check for oil moisture, dirt; clean as necessary
- Check battery charger operation and charge rate
- Load test batteries, check specific gravity, and clean connections
- Check emergency system operation without load
- Check frequency and governor operation; adjust as necessary
- Check engine alternator and charge rate
- Check gauges and meters for proper operation and reading levels
- Check generator set auto shutdown system and alarms
- Check automatic transfer switch and accessory operation
- Emergency system operation with load transfer during normal business hours (With owner's permission only)
- Check generator output voltage and adjust as necessary
- Inspect for rodent infestation
- Provide a detailed summary of maintenance performed including date of service, name and signature of technician, service performed, test results and comments regarding problems noted or additional service required.



## 2013 Backup Generator Maintenance

### BID

Bids due by 2 pm January 22, 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).

Proposal for Annual and Quarterly Preventative Maintenance for thirteen (13) Backup Generator Sets as specified in PUBLIC WORKS AGREEMENT 2013-PW-06.

LUMP SUM BID (Including Sales Tax).....\$ 11,713.20

BIDDER NAME: Generator Services NW, LLC  
ADDRESS: 3229-152nd ST SW  
Lynnwood, WA 98087  
TELEPHONE: 1 877 745-2096  
EMAIL: generatorservicesnw@yahoo.com  
UBI #: 602657521  
CONTACT: Jeff Pool

JAN 22 2013

*SP*



City of Sedro-Woolley

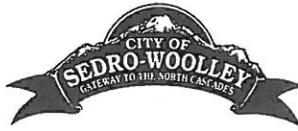
**FINAL - BID SUMMARY**

2013 Annual Plumbing On-Call Services

BID OPENING: January 22, 2013, 2:00PM

| RANK | COMPANY NAME  | TOTAL BID COMPARISON AMOUNT | Journeyman Plumber ST<br>Hourly Rate | MARKUP RATE | Estimated Travel<br>Time per call | MRSC |
|------|---|-----------------------------|--------------------------------------|-------------|-----------------------------------|------|
| 1    | SMS Holdings & Investments, DBA Seattle Maintenance Solutions LLC, Lynnwood, WA | \$ 1,228.07                 | \$ 95.00                             | 10%         | 0.5 Hour                          | Yes  |
| 2    | CPI Plumbing & Heating, Mount Vernon, WA  | \$ 1,353.58                 | \$ 139.00                            | \$ 25.00    | 1 Hour                            | Yes  |

RECORDED BY: J. Rosario



## PUBLIC WORKS AGREEMENT 2013-PW-15

### Project Name: 2013 Annual Plumbing On-Call Services

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and **SMS Holdings & Investments, DBA Seattle Maintenance Solutions LLC, PO Box 2070, Lynnwood, WA 98036**, (hereinafter the "Contractor") hereby agree as follows:

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

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

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

**A. Definitions and Terms:**

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

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

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

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

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: **To provide for the repair and maintenance of plumbing systems for the City of Sedro-Woolley per the "Invitation to Bid" dated January 8, 2013.**

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

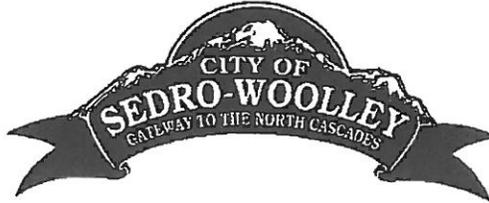
Approved as to form:

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

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

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

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



## 2013 Annual Plumbing On-Call Services

### PROPOSAL

Proposals due by 2 pm, Tuesday, January 22, 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 [irosario@ci.sedro-woolley.wa.us](mailto:irosario@ci.sedro-woolley.wa.us).

We, the undersigned, hereby agree to bid the following per the "Invitation to Bid - 2013 Annual Plumbing On-Call Services":

#### SCHEDULE 1: On-Call Plumbing Services:

Journeyman Plumber \$ 95.00 per hour Straight Time  
Journeyman Plumber \$ 142.50 per hour Overtime  
Service Vehicle including tools \$ 35.00 per hour  
Estimated Travel Time per call .5 hours  
Markup on Materials 10 %

BIDDER NAME:

SMS Holdings

ADDRESS:

13619 Mokilteo Speedway DS-1185

Lynnwood, WA 98087

CONTACT:

David West Wescott

TELEPHONE:

206 790 2510

REQUIRED ENCLOSURES:

Bidder's Qualification Statement \_\_\_\_\_

Rate Sheet \_\_\_\_\_



City of Sedro-Woolley

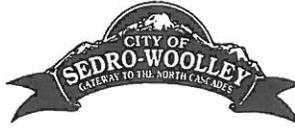
**FINAL - BID SUMMARY**

2013 ON-CALL TREE TRIMMING AND REMOVAL SERVICES

BID OPENING: January 24, 2013, 2:00PM

| RANK | COMPANY NAME  | TOTAL BID AMOUNT | MRSC |
|------|---|------------------|------|
| 1    | SMS Holdings & Investments, DBA Seattle Maintenance Solutions, Lynnwood, WA | \$ 9,573.72      | Yes  |
| 2    | Uribes Landscaping, Frank Uribe, Yakima, WA                                 | \$ 22,093.20     | Yes  |
| 3    | Northwest Tree Experts, DBA Evergreen Tree Experts, Spanaway, WA            | \$ 25,017.30     | Yes  |
| 4    | Puget Sound Tree Care LLC, Camano Island, WA                                | \$ 30,681.39     | Yes  |
| 5    | Gray Owl Services Inc., Bothell, WA   | \$ 74,293.80     | No   |

RECORDED BY: J. Rosario



## PUBLIC WORKS AGREEMENT 2013-PW-16

### Project Name: 2013 On-Call Tree Trimming and Removal Services

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and SMS Holdings & Investments, dba Seattle Maintenance Solutions, PO Box 2070, Lynnwood, WA 98036 (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: This job will consist of trimming or removing and disposing of trees of various species per the **Invitation to Bid: 2013 On-Call Tree Trimming and Removal Services** in accordance with state and local guidelines.

**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 (360) 661-6492**, 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. 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.

C. 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.

D. 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, all incorporated herein by this reference.

C. Scope of project: **Per the Invitation to Bid: 2013 On-Call Tree Trimming and Removal Services dated January 10, 2013.**

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.

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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:

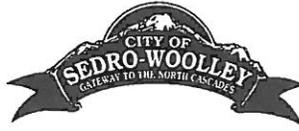
\_\_\_\_\_  
City Attorney

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

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

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

|  <b>BID PROPOSAL</b><br><b>2013 ON-CALL TREE TRIMMING AND REMOVAL SERVICES</b><br><b>Proposals due by 2 pm January 24, 2013</b> |   |         |                               |  |       |          |       |            |        |         |
|--|---|---------|-------------------------------|--|-------|----------|-------|------------|--------|---------|
| Tree List & Bid Sheet  |   |         |                               |  |       |          |       |            |        |         |
| ITEM   | DIAMETER  | SPECIES | TASK                          | LOCATION   | Photo | Quantity | Unit  | Unit Price | Total  |         |
| 1  | 5 ft  | Poplar  | Tree removal                  | State/Warner Alley east of 11th Street                       | 1,3   | 1        | EA    | 1300       | 1300   |         |
| 2  | 4.5 ft  | Poplar  | Tree removal                  | State/Warner Alley east of 11th Street                       | 1,3   | 1        | EA    | 1300       | 1300   |         |
| 3  | 2.5 ft  | Poplar  | Tree removal                  | State/Warner Alley east of 11th Street                       | 1,3   | 1        | EA    | 1200       | 1200   |         |
| 4  | 4.5 ft  | Poplar  | Tree removal                  | State/Warner Alley east of 11th Street                       | 1,3   | 1        | EA    | 1200       | 1200   |         |
| 5  | 3 ft  | Poplar  | Tree removal                  | State/Warner Alley east of 11th Street                       | 2,3   | 1        | EA    | 1200       | 1200   |         |
| 6  | NA  | NA      | Tree Trimming - Miscellaneous | Hourly cost for hand tree limbing by Bucket Truck & dispose  | NA    | 8        | Hours | 180        | 1440   |         |
| 7  | NA  | NA      | Tree Trimming - Miscellaneous | Hourly cost for hand tree limbing by tree climber & disposal | NA    | 8        | Hours | 150        | 1200   |         |
| <b>SUBTOTAL</b>  |   |         |                               |  |       |          |       |            | 8800   | 8840.00 |
| <b>SALES TAX AT 8.3%</b>   |   |         |                               |  |       |          |       |            | 730.40 | 733.72  |
| <b>TOTAL BID</b>   |   |         |                               |  |       |          |       |            | 9530.4 | 9573.72 |
| Rate Sheet Provided:   |   |         |                               |  |       |          |       |            |        |         |
| Statement of Bidders Qualifications:   |   |         |                               |  |       |          |       |            |        |         |
| Bidder Name: SMS   |   |         |                               |  |       |          |       |            |        |         |
| Telephone Number: 425 776 8948   |   |         |                               |  |       |          |       |            |        |         |
| Contractor License Number: SMSHOHS882 P3   |   |         |                               |  |       |          |       |            |        |         |
| Notes:   |   |         |                               |  |       |          |       |            |        |         |
| 1  | All work to be performed per the Request for Proposals, 2013 On-Call Tree Trimming and Removal Services   |         |                               |  |       |          |       |            |        |         |
| 2  | Items 1 through 5 removed material will become the property of the contractor and is to be removed from the site and disposed of in a legal manner. |         |                               |  |       |          |       |            |        |         |
| 3  | Items 1 through 5 require stump grinding. Stumps to be ground of a minimum of 12" below ground surface.   |         |                               |  |       |          |       |            |        |         |
| 4  | Item 6 work to include tree climber and support labor and equipment as needed - two man crew assumed  |         |                               |  |       |          |       |            |        |         |
| 5  | Item 7 work to include bucket truck and support labor and equipment as needed - two man crew assumed  |         |                               |  |       |          |       |            |        |         |
| 6  | Items 6 and 7 removed material will become the property of the contractor and is to be removed from the site and disposed of in a legal manner.     |         |                               |  |       |          |       |            |        |         |
| 7  | Bidder to provide a rate sheet for standard equipment and crew costs  |         |                               |  |       |          |       |            |        |         |



## PUBLIC WORKS AGREEMENT 2013-PW-17

### Project Name: 2013 Sanitary Sewer Heating and Air Conditioning Maintenance

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and **Feller Heating and Air Conditioning Inc., 501 Virginia Street, Bellingham, WA 98225**, (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 bi-annual preventative maintenance service on City owned Sanitary Sewer HVAC systems.**

**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** 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 **\$1000.00**.

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: **Provide bi-annual preventative maintenance service on City owned Sanitary Sewer HVAC systems.**

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

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**  
City

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

\_\_\_\_\_  
Address

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



# EXHIBIT A

501 Virginia St.  
 Bellingham WA 98225  
 Phone 360.733.4827  
 Fax 360.733.5934  
 www.fellerheating.com

## LABOR AND EQUIPMENT RATE SHEET

2013

| ITEM  | BASE HOURLY RATE (1) | OVERTIME HOURLY RATE (1) (4) |
|---|----------------------|------------------------------|
| <b>Labor Rates</b>  |                      |                              |
| Journeyman HVAC Technician  | \$103.00             | \$152.00                     |
| Priority Protection Contract (Preventative Maintenance)                     | \$190/Filter Service |                              |
| Priority Protection Contract (Preventative Maintenance)                     | \$285/Complete       |                              |
| <b>Material Markup Rate, %</b>  |                      |                              |
|   |                      |                              |
| <b>Estimated Mobilization/Demobilization Cost per unit to Sedro-Woolley</b> |                      |                              |
|   |                      |                              |
| <b>Equipment Rates</b>  |                      |                              |
|   | <b>Unit Cost</b>     | <b>Unit</b>                  |
| Service Truck with tools  |                      | Per Hour                     |

**NOTES:**

- 0-\$25 X 3.5
- \$26 - \$50 X 3.5
- \$51 - \$100 X 2.5
- \$101 - \$150 X 2.25
- \$151 - \$200 X 2
- \$201 AND UP IS 1.65

# Priority Protection Plan

Washington State Contractor's License  
FELLEHA066BS

**Bill To:** Sedro Woolley, City of  
**Billing Address:** 325 Metcalf Street  
**City:** Sedro Woolley, WA 98284  
**phone:** 360-856-1100

**Contact Name:** Debra Allen  
**Job Address:** 401 Alexander St  
**City:** Sedro Woolley, WA 98284  
**phone:** 360-856-1100

THIS CONTRACT made and entered into on 1/22/13, by and between FELLER HEATING & AIR CONDITIONING, INC. hereinafter referred to as "Contractor" and City of Sedro Woolley hereinafter referred to as "Customer."

Feller Heating & Air Conditioning's Priority Protection provides various inspections and adjustments outlined under "Services Included," and is designed to keep the system operating at its lowest possible cost and maximum efficiency, as well as satisfy annual inspection requirements for extended warranty programs.

Should any irregularities be revealed as a result of the inspections and adjustments, a complete record will be furnished to the customer with recommendations as to the necessary corrective measures or repairs that are required. These repairs will be over and above the cost of the annual service and will be billed under the discounted rate of 10% for Priority Protection Customers.

## Services Included:

Feller Heating & Air Conditioning's Preventative Maintenance provides for the following services:  
To inspect Purchaser's equipment periodically at the times specified:

Bi-Monthly       Quarterly       Bi-Annually       Annually

The following checked services will be performed at each complete service inspection:

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Lubricate all moving parts as required                  | <input checked="" type="checkbox"/> Clean and adjust condensate pumps and drain pans.    |
| <input checked="" type="checkbox"/> Inspect air filters and replace if necessary.           | <input checked="" type="checkbox"/> Check refrigerant system(s) for leaks and operation. |
| <input checked="" type="checkbox"/> Inspect and adjust all temperature and safety controls. | <input checked="" type="checkbox"/> Check and clean burners.                             |
| <input checked="" type="checkbox"/> Inspect and adjust all valves.                          | <input checked="" type="checkbox"/> Check and adjust dampers.                            |
| <input type="checkbox"/> Inspect oil in compressors and add if necessary.                   | <input checked="" type="checkbox"/> Inspect flue pipe, diverter, and flue connections.   |
| <input checked="" type="checkbox"/> Check operation of refrigerant controls.                | <input checked="" type="checkbox"/> Inspect and clean pilot lights, igniters, etc.       |
| <input checked="" type="checkbox"/> Check evaporative condensers, clean as required.        | <input checked="" type="checkbox"/> Check thermostat operation                           |
| <input checked="" type="checkbox"/> Inspect and adjust all belts, and replace if necessary. |  |

The following equipment is included:

|                             |          |
|-----------------------------|----------|
| <u>Carrier Heat Pump</u>    | <u>1</u> |
| <u>Logicare Air Handler</u> | <u>1</u> |
| <u>Exhaust Fans</u>         | <u>3</u> |

Agreed upon service intervals:

- Filters Only Service - 1 times per year @ \$190.00 per visit plus materials & tax  
To be scheduled in December
- Complete Service - 1 times per year @ \$285.00 per visit plus materials & tax  
To be scheduled in June

The maintenance service will be **automatically renewed every 36 monthes**, unless cancelled in writing by the Customer or Feller Heating & Air Conditioning, Inc. I (we) agree to pay a FINANCE CHARGE of 1½ % PER MONTH, 18% PER YEAR, on all balances not paid within 30 days of invoice and I (we) will pay all attorney and collection fees which may be required on delinquent accounts.

Feller Heating & Air Conditioning by: \_\_\_\_\_ Date: \_\_\_\_\_

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_



**CITY OF SEDRO-WOOLLEY**  
**FINAL - BID COMPARISON**

RFQ - Sodium Hypochlorite 12.5% Solution  
 BID OPENING: January 22, 2013, 2:00PM

Bidder:

| ITEM | DESCRIPTION   | QUANTITY | UNIT      | Northstar Chemical Inc.<br>Sherwood, OR |                 | Orca Pacific Inc.<br>Auburn, WA |                  | Cascade Columbia<br>Seattle, WA |                 | Bay City Supply<br>Bellingham, WA |                 |
|------|---|----------|-----------|---|-----------------|---------------------------------|------------------|---------------------------------|-----------------|-----------------------------------|-----------------|
|      |   |          |           | UNIT PRICE                              | EXTENSION       | UNIT PRICE                      | EXTENSION        | UNIT PRICE                      | EXTENSION       | UNIT PRICE                        | EXTENSION       |
| 1    | Sodium Hypochlorite, Bulk Quantity                  | 4,000    | US Gallon | 2.04                                    | 8,160.00        | 2.15                            | 8,600.00         | No Bid                          | No Bid          | No Bid                            | No Bid          |
| 2    | Sodium Hypochlorite, 12.5% Solution, 53-55 Gal Drum | 795      | US Gallon | No Bid                                  | No Bid          | 2.15                            | 1,709.25         | 2.30                            | 1,828.50        | 3.31                              | 2,631.45        |
| 3    | Bulk Tank Rental (if applicable)                    | 1        | Year      |   | -               |                                 | -                |                                 | -               |                                   | -               |
| 4    | Drum Deposit (if not refundable)                    | 15       | per drum  |   | -               |                                 | -                |                                 | -               | 50.00                             | 750.00          |
| 5    | Environmental Cleaning Fee                          | 15       | per drum  |   | -               |                                 |                  | N/A                             | -               | -                                 | -               |
|      | <b>SUBTOTAL</b>                                     |          |           |   | 8,160.00        |                                 | 10,309.25        |                                 | 1,828.50        |                                   | 3,381.45        |
|      | <b>WSST AT 8.2%</b>                                 |          |           |   | 669.12          |                                 | 845.36           |                                 | 149.94          |                                   | 277.28          |
|      | <b>TOTAL BID</b>                                    |          |           |   | <b>8,829.12</b> |                                 | <b>11,154.61</b> |                                 | <b>1,978.44</b> |                                   | <b>3,658.73</b> |
|      | Fuel Surcharge (if applicable)                      |          |           |   |                 |                                 |                  |                                 |                 |                                   |                 |

1 Notes:

2 Corrections Made

|    |    |     |  |                          |
|----|----|-----|--|--------------------------|
|    |    |     | 3 drum minimum per order<br>Drum deposits fully refundable | 4 drum minimum per order |
| No | No | Yes | Yes  | No                       |

RECORDED BY: J. Rosario



**PURCHASE ORDER  
CITY OF SEDRO-WOOLLEY**

Purchase Order No. 2013-PO-03

Product Sodium Hypochlorite, 12.5%

Vendor Name Northstar Chemical Inc.

Vendor Address 14200 SW Tualatin Sherwood Road, Sherwood, OR 97140

Vendor Contact Trevor Thomas Phone 503-625-3770 / 206-529-7873 Email tthomas@northstarchemical.com

Ship To Sedro-Woolley Wastewater Treatment Plant  
401 Alexander Street, Sedro-Woolley, WA 98284

City Contact Debbie Allen Phone 360-856-1100 Email dallen@ci.sedro-woolley.wa.us

City Department WWTP Budget (BARS) No. 401.000.035.535.80.31.20  
Operating Supplies and Chemicals

**DESCRIPTION OF PRODUCT**

\_\_\_\_\_

Per attached Call for Bids dated January 8, 2013 and Contractor's bid dated January 17, 2013 for **Bulk Quantity delivery only** through **December 31, 2014**.

**COMPENSATION**

- LUMP SUM – Compensation for services shall be a lump Sum of \_\_\_\_\_
- QUANTITY AND UNIT PRICE – Compensation for the product will be on a Quantity and Unit Price basis, not to exceed \$14,000.00 without written authorization.
- Approved budget attached (If applicable.)

**SCHEDULE** The Vendor shall deliver the product and services as described above:

- By Within 1 to 3 days of order date.
- In accordance with the attached schedule.

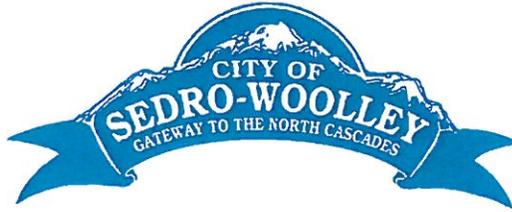
**APPROVED**

CITY OF SEDRO-WOOLLEY

By: Mike Anderson, Mayor

Signature \_\_\_\_\_

Date February 19, 2013



**CALL FOR BIDS:  
Sodium Hypochlorite, 12.5% Solution**

The City of Sedro-Woolley is soliciting bids for Sodium Hypochlorite, 12.5% available chlorine minimum. Bids are due by 2 pm on January 22, 2013. Bids are to be submitted on the city's Bid Form and may be submitted in person, by U.S. Mail, facsimile or email to: City of Sedro-Woolley, Public Works Department, 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). Results of the bid will be posted on the city website after award. A public opening will not be held.

**BID ITEMS:**

*Item 1.* Sodium hypochlorite shall be delivered in bulk tank truckloads. Bulk deliveries may vary from 300-800 gallons of 12.5% solution. Approximately 3,000 gallons were delivered in bulk during 2012. Actual quantities for 2013 - 2014 will vary depending on demand, and no minimum quantity is guaranteed. **F.O.B. SEDRO-WOOLLEY WASTEWATER TREATMENT PLANT, 401 ALEXANDER STREET, SEDRO-WOOLLEY, WA 98284.**

*Item 2.* Sodium hypochlorite, 12.5% Solution shall be delivered in 53-55 gallon drum containers. Approximately 24 drums were delivered in 2012. Actual quantities for 2013 - 2014 will vary depending on demand, and no minimum quantity is guaranteed. **F.O.B. SEDRO-WOOLLEY WASTEWATER TREATMENT PLANT, 401 ALEXANDER STREET, SEDRO-WOOLLEY, WA 98284.**

**BASIS FOR AWARD:**

Bid Items 1 and 2 shall include total costs including product fee, delivery, obtaining necessary licenses and permits (local and/or state), and all equipment necessary to safely complete the job. Award of bids will be based on the proposed unit prices per item multiplied by 6,000 gallons of bulk hypochlorite for Item 1 and/or 2, 200 gallons (20 drums) drum container hypochlorite for Item 2, plus the appropriate bulk tank rental fees, drum deposit (if non-refundable), and other miscellaneous charges as detailed on the Bid Form, if applicable. Applicable sales tax will be added on invoices (current rate is 8.2% increasing to 8.3% on April 1, 2013). Bidders may bid on one or both of the delivery alternatives and award will be based on the lowest bids per item for Items 1 and/or 2.

**TERMS AND CONDITIONS:**

- Prices for all bid items shall be firm for a period of **TWO YEARS** beginning February 19, 2013, ending December 31, 2014.

- The City reserves the right to cancel any individual supplier's contract by providing 30 days written notice of intent to terminate contract. Grounds for cancellation of contract shall include, but are not limited to the following reasons:
  1. The supplier guarantees that all materials furnished by it will be of the best class available, that deliveries will be performed in the best approved manner, and that both delivery and materials will meet fully the requirements of these specifications. Failure of the supplier to meet any of the requirements of these specifications shall be sufficient grounds for immediate cancellation of the purchase agreement, and the City may thereupon effect said cancellation by giving written notice to the supplier.
  2. Deliveries in violation of mutually agreed upon schedules and discrepancies between order and delivery quantities. The City shall be the sole judge for this termination. Late delivery is grounds for severance of contract. Prices quoted for these specifications shall be FOB destination and include handling/unloading charges.
- Liquid sodium hypochlorite to be supplied shall be 12.5% concentration, shall meet the latest requirements of "AWWA Standards for Liquid Sodium Hypochlorite" and shall be suitable for use in wastewater treatment. A certificate of analysis shall be delivered to the Wastewater Treatment Plant Manager (or his/her delegate) at the job site upon delivery and before off-loading of the material.
- All shipments of Sodium Hypochlorite will be rejected without the following.
  1. Material Safety Data Sheet (MSDS) (prior to first delivery)
  2. Bill of Lading
  3. Weigh master's certificate of weight
  4. Applicable regulatory documents
- Bulk Chemical Unloading Requirements.  
Delivery drivers are to furnish and use at a minimum the following equipment when unloading bulk chemicals:
  1. Splash goggles
  2. Hard hat with face shield
  3. Chemical gloves
  4. Chemical apron
  5. Rubber boots
  6. Tire chocks
- See attached maps for delivery point location for the Wastewater Treatment Plant.
- Bids submitted by vendors from outside the United States must clearly indicate that the bid price is in U.S. Funds.
- The **Sedro-Woolley Water Treatment Plant, 401 Alexander Street, Sedro-Woolley, WA** will accept chemical deliveries between the hours of 8:00am – 4:00pm. Deliveries attempted outside of these hours will be refused and must be rescheduled at no additional expense to the City.

**PAYMENTS:**

Invoices shall be furnished by the contractor for material and/or services which have been delivered to: **Sedro-Woolley Wastewater Treatment Plant**. Payments are approved by the Sedro-Woolley City Council on the second (2<sup>nd</sup>) and fourth (4<sup>th</sup>) Wednesday of each month. Acceptance of payment by the Contractor shall constitute full compensation for performing the service. Invoices are to be mailed directly to the **City of Sedro-Woolley, 325 Metcalf Street, Sedro-Woolley, WA 98284**.

Technical questions relating to the job should be directed to Debbie Allen, Wastewater Treatment Supervisor at 360-856-1100 between the hours of 8:00am to 4:30pm Monday through Friday.

The City of Sedro-Woolley reserves the right, without any liability on our part, to accept a proposal of the bidder submitting the lowest responsible bid, to reject any or all bids, revise or cancel the work to be performed, or do the work otherwise, if the best interest of the City is served thereby.

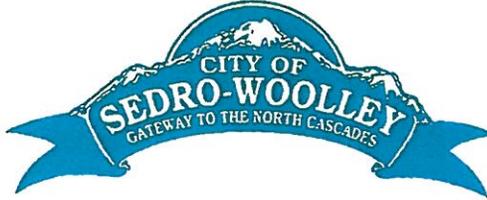
The City of Sedro-Woolley, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

**INSURANCE COVERAGE:**

The delivery of liquid sodium hypochlorite (12.5% concentration) to the City in accordance with these specifications shall be understood to be the responsibility of the supplier, and the supplier shall maintain adequate insurance coverage to protect the City, its officers, agents, and employees from any claims for damages resulting from the delivery of liquid sodium hypochlorite (12.5% concentration) to the City. Prior to the first delivery, supplier 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 delivery within the scope of this solicitation, in such form and with policy limits in such amounts (\$2 Million minimum) as are acceptable to the City. The Supplier agrees to name the City as an **additional insured** when obtaining liability insurance and to provide a **Certificate of Insurance** to this effect.

**ADVERTISED:** January 4, 2013 - On line at City of Sedro-Woolley Web Site at <http://www.ci.sedro-woolley.wa.us/BidsAwards/main.htm>

**PUBLISHED:** January 8, 2013 - Skagit Valley Herald



**Sodium Hypochlorite, 12.5% Solution  
BID FORM**

**Bids due by 2 pm January 22, 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 furnish the following per the specifications, F.O.B. City of Sedro-Woolley Wastewater Treatment Plant: **Sodium Hypochlorite, 12.5% solution delivered in bulk and/or 53-55 gallon drum containers:**

|  |                   |
|--|-------------------|
| ITEM 1: Sodium Hypochlorite, delivered Bulk Tank Truckload, per gallon.....\$    | <u>2.04 / gal</u> |
| ITEM 2: Sodium Hypochlorite, delivered 53-55 gal Drum container, per gallon...\$ | <u>No Bid</u>     |
| ITEM 3: Bulk Tank Rental, per year .....   | <u>—</u>          |
| ITEM 4: Drum Deposit, per drum (if not refundable).....\$                        | <u>—</u>          |
| ITEM 5: Environmental Cleaning Fee, per drum (if applicable).....\$              | <u>—</u>          |

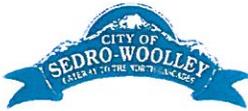
Prices excluding Washington State Sales Tax, but including all licenses, permits, fees etc not otherwise specifically mentioned.

SPECIAL CONDITONS: \_\_\_\_\_

BIDDER NAME: NORTHSTAR CHEMICAL, INC.  
ADDRESS: 14200 SW TUALATIN-STERWOOD RD  
STERWOOD, OR 97140  
TELEPHONE: 503.625.3770 / 206.529.7873  
EMAIL: thomas@northstarchemical.com  
UBI NO. 601-711-981  
CONTACT: TREVOR THOMAS

JAN 17 2013

*SR*



**PURCHASE ORDER  
CITY OF SEDRO-WOOLLEY**

Purchase Order No. 2013-PO-04

Product Sodium Hypochlorite, 12.5%

Vendor Name Orca Pacific Inc.

Vendor Address 280 44<sup>th</sup> Street NW, Auburn, WA 98001

Vendor Contact Darron Whitehead Phone 253-867-0303 Email darronw@opacific.com

Ship To Sedro-Woolley Wastewater Treatment Plant  
401 Alexander Street, Sedro-Woolley, WA 98284

City Contact Debbie Allen Phone 360-856-1100 Email dallen@ci.sedro-woolley.wa.us

City Department WWTP Budget (BARS) No. 401.000.035.535.80.31.20  
Operating Supplies and Chemicals

**DESCRIPTION OF PRODUCT**

- \_\_\_\_\_
- Per attached Call for Bids dated January 8, 2013 and Contractor's bid dated January 17, 2013 for delivered 53-55 gallon drum containers only through December 31, 2014.

**COMPENSATION**

- LUMP SUM – Compensation for services shall be a lump Sum of \_\_\_\_\_
- QUANTITY AND UNIT PRICE – Compensation for the product will be on a Quantity and Unit Price basis, not to exceed \$4,000.00 without written authorization.
- Approved budget attached (If applicable.)

**SCHEDULE** The Vendor shall deliver the product and services as described above:

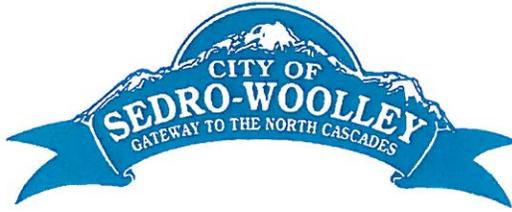
- By Within 1 to 3 days of order date.
- In accordance with the attached schedule.

**APPROVED**

CITY OF SEDRO-WOOLLEY  
By: Mike Anderson, Mayor

Signature \_\_\_\_\_

Date February 19, 2013



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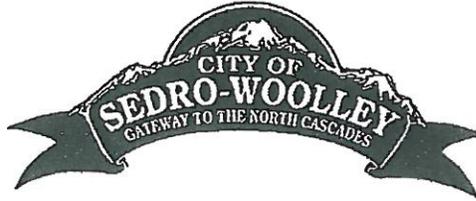
The City of Sedro-Woolley, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

### INSURANCE COVERAGE:

The delivery of liquid sodium hypochlorite (12.5% concentration) to the City in accordance with these specifications shall be understood to be the responsibility of the supplier, and the supplier shall maintain adequate insurance coverage to protect the City, its officers, agents, and employees from any claims for damages resulting from the delivery of liquid sodium hypochlorite (12.5% concentration) to the City. Prior to the first delivery, supplier 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 delivery within the scope of this solicitation, in such form and with policy limits in such amounts (\$2 Million minimum) as are acceptable to the City. The Supplier agrees to name the City as an **additional insured** when obtaining liability insurance and to provide a **Certificate of Insurance** to this effect.

ADVERTISED: January 4, 2013 - On line at City of Sedro-Woolley Web Site at <http://www.ci.sedro-woolley.wa.us/BidsAwards/main.htm>

PUBLISHED: January 8, 2013 - Skagit Valley Herald



**Sodium Hypochlorite, 12.5% Solution  
BID FORM**

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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 furnish the following per the specifications, F.O.B. City of Sedro-Woolley Wastewater Treatment Plant: **Sodium Hypochlorite, 12.5% solution delivered in bulk and/or 53-55 gallon drum containers:**

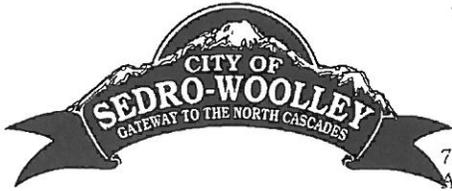
- ITEM 1: Sodium Hypochlorite, delivered Bulk Tank Truckload, per gallon.....\$ 2.15
- ITEM 2: Sodium Hypochlorite, delivered 53-55 gal Drum container, per gallon...\$ 113.95 *2.15/gallon*
- ITEM 3: Bulk Tank Rental, per year .....\$ 0
- ITEM 4: Drum Deposit, per drum (if not refundable).....\$ 0
- ITEM 5: Environmental Cleaning Fee, per drum (if applicable).....\$ 0

Prices excluding Washington State Sales Tax, but including all licenses, permits, fees etc not otherwise specifically mentioned.

SPECIAL CONDITONS: \_\_\_\_\_  
\_\_\_\_\_

BIDDER NAME: Orca Pacific Inc  
ADDRESS: 280 44<sup>th</sup> St NW  
Auburn, WA 98001  
TELEPHONE: 253-867-0303  
EMAIL: darronw@orcapacific.com  
UBI NO. 601885566  
CONTACT: Darron Whitehead

JAN 17 2013



CITY COUNCIL AGENDA  
REGULAR MEETING

FEB 13 2013

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

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

Mark A. Freiburger, PE  
Director of Public Works

---

MEMO TO: City Council and Mayor Anderson  
FROM: Mark A. Freiburger, PE  
RE: **Possible Contract Amendment 01  
Contract 2013-PS-05  
SCADA & Controls Engineering Inc.**  
DATE: February 6, 2013 (for Council action February 13, 2013)

**ISSUE:**

Shall council move to authorize Mayor Anderson to execute contract amendment 01 to Contract 2013-PS-05 with SCADA & Controls Engineering Inc. of Bothell, WA for the extension of the existing on-call engineering support services related to the city's wastewater treatment plant and pump station SCADA systems to \$55,000?

**BACKGROUND / DISCUSSION:**

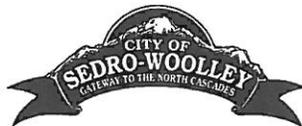
The attached amendment would extend the contract amount from the original not-to exceed total of \$30,000 to \$55,000 to allow for the additional work necessary to upgrade the Cultus Mountain Pump Station panel and allow for SCADA system upgrades included in the 2013 Budget. The Cultus Mountain Pump Station Panel upgrade was previously authorized by council under Resolution No. 871-12 and ordered under Purchase Order 2012-PO-05. The cost of this upgrade is reimbursable and has been authorized by the county under Skagit County Interlocal Agreement No. C20120252. The remaining increase is to cover budgeted expenditures for SCADA system updates of \$10,000 and PLC updates of \$25,000, as noted in the attached email from Debbie Allen dated 1/4/2013.

**FINANCIAL:**

Funds for this project are available from Accounts:  
401.000.035.535.80.41.00 – Professional Services - \$42,750  
425.000.031.594.31.64.01 – Cultus Mountain PS Upgrade - \$28,800

**MOTION:**

***Move to authorize Mayor Anderson to execute Amendment No. 1 for Professional Services Agreement No. 2013-PS-05 with SCADA Control Engineering, Inc. of Bothell, WA extending the "not to exceed" agreement total to \$55,000.***



AMENDMENT NO. 1

To the ON-CALL PROFESSIONAL SERVICES AGREEMENT No. 2013-PS-05  
Dated December 13, 2012  
Between The City of Sedro-Woolley, Washington  
And SCADA & Controls Engineering Inc.

This Amendment revises the above contract as follows:

**Section 6. Compensation and Schedule of Payments.**

City shall pay the Contractor its hourly rates, not to exceed under this agreement  
[X] \$55,000.00 without prior approval of the Director of Public Works/City Engineer.  
[X] Pursuant to the schedule set forth on **Exhibit B, "Standard Labor Rates and General  
Terms and Conditions."**

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

All other terms and conditions remain as per the original agreement.

DATED this 14th day of February, 2013.

CITY OF SEDRO-WOOLLEY  
A Washington municipal corporation

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

Attest:

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

Approved as to Form:

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

CONTRACTOR:

SCADA & Controls Engineering Inc.

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

## Julie Rosario

---

**From:** Mark Freiberger  
**Sent:** Friday, January 04, 2013 2:11 PM  
**To:** Julie Rosario; Debbie Allen  
**Subject:** RE: Professional Service Agreement with SCE

Julie,  
Please prepare an amendment for \$55,000 maximum. I will write up a justification noting the figures provided by Debbie.  
Thanks,

*Mark A. Freiberger, PE*  
*Director of Public Works*  
*325 Metcalf*  
*City of Sedro-Woolley*  
*Telephone 360-855-9933*

---

**From:** Julie Rosario  
**Sent:** Friday, January 04, 2013 1:47 PM  
**To:** Debbie Allen  
**Cc:** Mark Freiberger  
**Subject:** RE: Professional Service Agreement with SCE

The agreement currently is for \$30,000.  
10,000 + 25,000 + 18,145 equals \$53,145.

Since this went through council approval for \$30,000....we should probably ask council to approve the additional with an amendment once the current agreement is executed.  
What do you think?

Mark – comments?

## **JULIE ROSARIO**

PUBLIC WORKS ASSISTANT  
City of Sedro-Woolley  
325 Metcalf Street  
Sedro-Woolley, WA 98284  
Direct (360) 855-9932 \* Fax (360) 855-0733  
[jrosario@ci.sedro-woolley.wa.us](mailto:jrosario@ci.sedro-woolley.wa.us)

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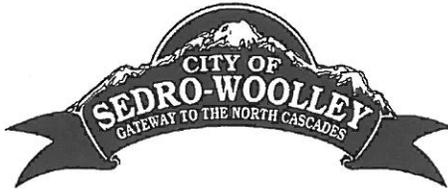
**From:** Debbie Allen  
**Sent:** Friday, January 04, 2013 1:23 PM  
**To:** Julie Rosario  
**Subject:** Professional Service Agreement with SCE

Julie,

The 2013 agreement needs to cover \$10,000 for SCADA updates, \$25,000 for PLC updates and \$18,145 for the PS upgrade (quote attached). I can't remember, did the agreement go out with a max limit of \$35,000? If so, it's fine. If not, we'll need to send him a new agreement.

Thank you,

*Debbie Allen*  
*City of Sedro-Woolley*  
*Wastewater Treatment Supervisor*  
*(360)856-1100*  
*(360)856-5269 Fax*  
[dallen@ci.sedro-woolley.wa.us](mailto:dallen@ci.sedro-woolley.wa.us)



CITY COUNCIL AGENDA  
REGULAR MEETING

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

FEB 13 2013

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

Mark A. Freiberger, PE  
Director of Public Works

---

MEMO TO: City Council and Mayor Mike Anderson

FROM: Mark A. Freiberger, PE

RE: **Supplemental Agreement 2**  
**Professional Services Agreement No. 2012-PS-14 for**  
**Design Phase Services for the SR20/Cook Road Realignment and**  
**Extension Project**  
David Evans & Associates, Inc.

DATE: February 6, 2013 (for Council action February 13, 2013)

**ISSUE**

Should Mayor Anderson execute the attached Supplemental Agreement 2 to Professional Services Agreement No. 2012-PS-14 with David Evans & Associates, Inc. of Bellevue, WA to provide additional design phase engineering services for the SR20/Cook Road Realignment and Extension Project in the amount of \$99,776?

**BACKGROUND/DISCUSSION**

Attached is the proposed Supplemental Agreement 2 to Professional Services agreement 2012-PS-14. This supplemental agreement is for additional design phase services as requested by the city for the SR20/Cook Road Realignment and Extension Project. The specific added work is Work Element 3.0 additional survey work for PSE pole relocation; 4.1 Stormwater Report for the SR20 Stormwater Conveyance System; 6.6 Cook Road/Murrow Street Five Legged Roundabout Analysis; 6.7 Cook Road/Ferry Street Extension Roundabout Analysis; 7.2 WSDOT Intersection/Channelization Plan Revision Approval; 7.4 Cook Road/Ferry Street-Murrow Street Four Legged Roundabout Concept Design; 8.2 Updates to the 70% PSE for revision to the Cook/Ferry Leg.

This work was necessitated by two factors that have arisen during the design phase work. First, the preliminary design for the project determined the need for an extensive on-site stormwater storage and treatment system that was significantly larger than that anticipated in the concept design used for the TIB grant application. This was due to the nature of the existing soils as determined in the geotechnical report, which will not allow for on site infiltration. The on-site system as proposed by the consultant would have been approximately \$1 million beyond the project budget. In looking at alternatives, we settled on use of the existing SR20 Stormwater Conveyance System to discharge the project flow directly to the Skagit River. Additional stormwater modeling was required to examine the alternatives and to check capacity of the existing system. The cost of this additional work is estimated at \$41,446.

The second factor was the revision of the alignment from the original plan to extend SR9 directly north from SR20 to the new Cook/Murrow Roundabout with abandonment of the existing Cook Road leg to Ferry Street. The revised plan calls for retaining the existing Cook Road leg, renamed West Ferry Street, and eliminates the north extension of SR9. This revision was stimulated by opposition to the original alignment by North Cascade Ford and concerns by other downtown merchants about the loss of the direct link from Cook Road to Ferry Street. The additional design work includes revising the traffic modeling and concept submittal to examine the feasibility of this alignment, preparation on new exhibit maps to support the effort to determine approval by both WSDOT and TIB, revisions required to the Channelization Plan and revisions to the 70% Plans. We were essentially at the 70% level with the previous alignment when this decision was made. The cost for these revisions totals \$39,158.

Both the stormwater challenges and the realignment issue were discussed at the January 9, 2013 council meeting. Council provided assent to proceed with the additional stormwater analysis and the

realignment. We have proceeded with the initial elements of this work in order to maintain the design phase schedule, which calls for re-submittal of the 70% PSE on February 20, 2013. Maintaining this schedule will allow us to make the late May advertisement date and a late July/early August construction start date.

Other items included are topographic survey work to support PSE's relocation of their high voltage lines, estimated at \$3,308 (to be reimbursed by PSE), and addition of design work for updating the PUD No. 1 Water System within the project boundary, estimated at \$15,864 (to be reimbursed by PUD). The Interlocal Agreement with PUD for reimbursement of the latter item is also on this council agenda.

The breakdown of the cost estimate is shown on Exhibit E-1 attached to the Supplemental Agreement. The work will be done on a cost not to exceed basis. The total for the supplement is \$99,776.

**ANALYSIS**

**Estimated Cost**

|   |                    |                     |
|---|--------------------|---------------------|
| Updated Construction Cost including Contingency     | \$4,213,595        | Phases 1, 2 and 3   |
| Design Phase Services per original agreement        | \$ 669,889         |                     |
| Supplemental Agreement 1                            | \$ 14,501          |                     |
| <b>Supplemental Agreement 2</b>                     | <b>\$ 99,776</b>   |                     |
| <b>Subtotal DEA Agreement 2012-PW-14</b>            | <b>\$ 784,166</b>  |                     |
| DEA On-Call Agr 2012-PW-10 TO 2 Topo Survey         | \$ 43,346          |                     |
| <b>Total DEA Design</b>                             | <b>\$ 827,512</b>  | <b>19.6 % of CN</b> |
| Estimated City Administration Design Phase          | \$ 32,654          |                     |
| Estimated WSDOT PE & Special Study                  | \$ 60,000          |                     |
| <b>Total Design Phase Budget</b>                    | <b>\$ 910,166</b>  | <b>21.6% of CN</b>  |
| Estimated Construction Phase Services (future)      | \$ 399,030         | 9.5% of CN          |
| Estimated ROW Services, Mitigation & Administration | \$ 87,443          |                     |
| Estimated value of ROW donations                    | \$ 818,682         |                     |
| <b>Total Project Budget</b>                         | <b>\$6,438,915</b> |                     |

**Estimated Revenue**

|   |                    |
|---|--------------------|
| STP(R) federal funds through SCOT                   | \$ 625,000         |
| Local Match from the GMA Impact Fee Fund (original) | \$ 132,138         |
| WSDOT Special Study                                 | \$ 40,000          |
| Skagit Transit                                      | \$ 11,782          |
| PUD No. 1 of Skagit County                          | \$ 16,657          |
| PSE reimbursement for Topo Survey                   | \$ 2,940           |
| Account 020 and 311 for Bingham Park MP             | \$ 9,673           |
| <b>Subtotal Design Phase funds available</b>        | <b>\$ 838,190</b>  |
| <b>ADDITIONAL FUNDS NEEDED</b>                      | <b>\$ 71,975</b>   |
| Local Match from GMA Impact Fee Fund                | \$ 32,862          |
| City ROW Donation                                   | \$ 109,468         |
| WSDOT ROW Donation                                  | \$ 540,000         |
| SeaLand ROW Donation                                | \$ 169,214         |
| Skagit Transit CN                                   | \$ 17,234          |
| <b>TIB UCP Grant</b>                                | <b>\$3,614,707</b> |
| <b>Capital Budget Request</b>                       | <b>\$1,850,000</b> |
| Other   | \$ 56,378          |
| <b>TOTAL ANTICIPATED FUNDING</b>                    | <b>\$6,339,139</b> |

Construction Phase Funding is secured for Phase 1 only at this point. We have submitted a Capital Budget Request for \$1,850,000 to fund Phases 2 and 3 and the SR20 Stormwater Conveyance System Upgrade. Included in the Capital Budget Request is \$95,156 for design phase funding for the Phase 2 and 3 work and the Stormwater work, which if funded would cover the existing shortfall. Failing this we will need to obligate an additional \$71,975 from another source.

The construction phase currently includes \$32,862 in obligated GMA Impact Fee funds that could be reassigned for design. In addition, we have \$72,720 remaining in the GMA Impact Fee fund after allowing for the SR9 Bicycle/Pedestrian Improvement Projects matching funds. Sufficient funding is available for this Supplemental Agreement. Once we have the results from the Capital Budget Request, we can finalize any revisions to the GMA Impact Fee obligation for this project.

We do not have an updated engineer's estimate at this point, but are somewhat optimistic that the simplification in the Phase 1 stormwater design will reduce the cost from the TIB level estimate. We will have the 70% Engineer's Estimate on February 20.

**MOTION:**

***Move to authorize Mayor Anderson to execute the attached Supplemental Agreement 2 to Professional Services Agreement No. 2012-PS-14 with David Evans & Associates, Inc. of Bellevue, WA to provide additional design phase engineering services for the SR20/Cook Road Realignment and Extension Project in the amount of \$99,776.00.***



|  |                            |   |  |
|--|----------------------------|---|--|
| <b>Supplemental Agreement<br/>Number <u>2</u></b>  |                            | Organization and Address<br>David Evans and Associates, Inc.<br>415 118th Avenue SE<br>Bellevue, WA 98005 |  |
| Original Agreement Number<br>DEA Project # SDRO0000-0016   |                            | Phone: 425-519-6500   |  |
| Project Number<br>Federal Aid # STPUS-0020(172)  | Execution Date<br>1/2/2013 | Completion Date<br>6/30/2013  |  |
| Project Title<br>SR 20, Cook Road Realignment and Extension Project  |                            | New Maximum Amount Payable<br><b>\$ 784,166.00</b>  |  |
| Description of Work<br>Supplement No. 2 adds the following work elements: additional topographic survey, additional stormwater analysis along SR 20 and the project site, additional traffic analysis and design work for the revised Cook Road/Murrow Street roundabout, and PS&E for Skagit PUD waterline design services. |                            |   |  |

The Local Agency of City of Sedro-Woolley  
desires to supplement the agreement entered into with David Evans and Associates, Inc.  
and executed on 6/8/2012 and identified as Agreement No. STPUS-0020(172)

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

See the attached "Exhibit A-1" for the Scope of Work  
\_\_\_\_\_  
\_\_\_\_\_

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: No change

III

Section V, PAYMENT, shall be amended as follows:

See the attached "Exhibit E-1" for the fee estimate  
\_\_\_\_\_

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

|   |                                  |  |
|---|----------------------------------|--|
| By: <u>David Evans and Associates, Inc.</u> | By: <u>City of Sedro-Woolley</u> | By: <u>Washington State Department of<br/>Transportation</u> |
| <u><i>Scott B. Smith, Associate</i></u>     | _____                            | _____  |
| Consultant Signature                        | Approving Authority Signature    | Certifying Authority Signature                               |
| <u>2/7/13</u>                               | _____                            | _____  |
| Date  | Date                             | Date   |

## Exhibit "A"

### Summary of Payments

|   | <b>Basic Agreement</b> | <b>Supplement #1</b> | <b>Supplement #2</b> | <b>Total</b>        |
|---|------------------------|----------------------|----------------------|---------------------|
| Direct Salary Cost                        | \$169,642.00           | \$12,073.00          | \$32,700.00          | <b>\$214,415.00</b> |
| Overhead<br>(including Payroll Additives) | \$297,095.00           | \$21,144.00          | \$57,266.00          | <b>\$375,505.00</b> |
| Direct Non-Salary Cost                    | \$152,259.00           | (\$22,338.00)        | \$0.00               | <b>\$129,921.00</b> |
| Fixed Fee                                 | \$50,893.00            | \$3,622.00           | \$9,810.00           | <b>\$64,325.00</b>  |
| <b>Total</b>                              | <b>\$669,889.00</b>    | <b>\$14,501.00</b>   | <b>\$99,776.00</b>   | <b>\$784,166.00</b> |

**EXHIBIT A-1  
SCOPE OF WORK**

**City of Sedro-Woolley  
SR 20, Cook Road Realignment and Extension Project  
PS&E**

**SUPPLEMENT NO. 2**

**INTRODUCTION**

Supplement No. 2 modifies the original agreement dated June 8, 2012 with the following revisions.

**WORK ELEMENT 3.0 TOPOGRAPHIC SURVEY AND BASEMAP**

**3.4 TOPOGRAPHIC SURVEY**

Work Element 3.4 is supplemented with the following:

The CONSULTANT shall update the existing topographic base map to include additional existing striping west of the SR 9/SR 20 intersection using the scan data collected at the onset of the project. The additional striping is required based on closing off the north leg of the SR 9/SR 20 intersection.

The CONSULTANT shall update the existing topographic base map to include a 70-foot-wide swath from the south side of SR 20 at Ferry Street to their southern tie-in point in the location where Puget Sound Energy (PSE) will be relocating their high voltage transmission power poles and lines. PSE will provide the CONSULTANT the proposed relocation area. The CONSULTANT shall:

- Update the developed topographic base map to the extent possible from existing scan data collected, and may supplement, if needed, using existing aerial photography around the existing southern attachment pole to supplement ground line work that is not visible in the existing scans.
- Provide the LiDAR data for the 70-foot swath in x,y,z format to be imported into PLS CADD.
- Segment the LiDAR data and categorize it into approximately 13 categories including bare earth, vegetation, structures, poles, conductors, etc., based on PSE's standards.

**Assumptions:**

- No additional field survey will be required, and all information will be taken from the existing high definition laser scan point cloud data collected at the onset of the project and supplemented with aerial photography.

**Deliverables:**

- Electronic copy of the topographic base map, data points, and DTM in AutoCAD provided to Puget Sound Energy.

## **WORK ELEMENT 4.0 ENGINEERING REPORTS**

### **4.1 STORMWATER REPORT/STORMWATER POLLUTION PREVENTION PLAN**

Work Element 4.1 is supplemented with the following:

#### **Conceptual layout and cost evaluation for underground versus above-ground flow control and water quality facilities:**

The CONSULTANT shall develop and evaluate conceptual layouts for underground and above-ground flow control and water quality facilities within the project limits. Cost estimates will be developed for the underground facilities to determine how much additional funding is required to construct underground facilities. Above-ground and underground facilities shall be evaluated at the northwest and southwest corners of the proposed Cook Road/Murrow Street Roundabout.

The CONSULTANT shall also develop and evaluate the size and cost of flow control and water quality options to be located at Tesarik Field. The CONSULTANT shall develop conceptual layouts for the overall footprint and costs for a facility to be installed at the Tesarik field location to accommodate future development of the Tesarik field property.

The CONSULTANT shall coordinate with sales representatives of the alternate systems to determine estimated sizes, details, and costs. The design of all facilities was complicated by the restricted storage depth required which resulted in larger square footages and costs than desired.

#### **Assumptions:**

- Underground flow control facilities to be evaluated include: StormTech, Rainstore, and StormTank. Each has different gravel, cover, and footprint requirements.
- Underground water quality facilities to be evaluated include: Contech Stormfilter Cartridge Vault. This is the only enhanced underground treatment system with a low head that meets the project needs.
- Surface water quality facilities to be evaluated include: stormwater treatment wetland and filter strip.

#### **Deliverables:**

- Footprints of different alternatives.
- Cost estimates of detention alternates.

#### **SR 20 conveyance and backwater analysis from project site to Skagit River outfall:**

The CONSULTANT shall prepare a capacity analysis of the downstream system from the corner of Cook Road and SR 20 to the outfall into Hart's Slough at Holt Camp Road. This capacity analysis includes 2400 feet of open channel flow with four culverts and 4000 feet of storm drain pipe. The capacity of the system will be evaluated for the existing flow and project development flows at four backwater conditions. The four backwater conditions are normal, and 10-year, 25-year, and 100-year flood stages in Hart's Slough. The four 24-hour design storm flows that will be modeled are 2-year, 10-year, 25-year, and 100-year.

The CONSULTANT shall prepare figures showing the delineation of the subbasins on a GIS base map at approximately 1" = 500' scale. The CONSULTANT shall delineate the modeling data on a GIS base map that shows the SR 20 drainage system at approximately 1"=100' scale. Profiles of the drainage system with hydraulic grade lines will not be prepared.

The analysis report will include an evaluation of the compliance with the DOE *Stormwater Management Manual for Western Washington* if project flow control is deleted or reduced based on this downstream analysis.

The draft report will present the modeling assumptions, modeling data, and analysis of whether the existing conveyance system is adequate to exempt this project from detention requirements. The draft report will also include the GIS figures. The draft report will be organized as an Appendix to the *Sedro-Woolley Sub-Flood Control Zone Surface Water Management Plan* by Sturdy Engineering Corporation (January 13, 1993). Only hydrology reference data that is changed from that report will be described in this report.

The final report will be prepared following review of the draft report findings by the City. The CONSULTANT shall evaluate a combination of conveyance system upgrades and project detention to alleviate any deficiencies found in the downstream system. The final report can be prepared concurrent with the completion of the 70% design. This report will become an Appendix to the project Hydraulic Report.

**Assumptions:**

- *Sedro-Woolley Sub-Flood Control Zone Surface Water Management Plan* by Sturdy Engineering Corporation, January 13, 1993, will be utilized for Brickyard Creek flows and cross-sections. This report will be referenced for all of the hydrology assumptions.
- The 290-acre basin 14 of the 1993 report defines the SR 20 drainage basin. This basin will be divided into up to 10 sub-basins for this modeling effort. Development since the 1993 report has been in accordance with DOE standards, and the 1993 existing flows in Brickyard Creek are still valid.
- Existing basin areas along SR 20 will be delineated based on the 1993 report, and storm drain base map information will be provided by the City.
- Existing basin areas will be modeled based on existing pervious and impervious areas without regard for existing detention.
- *Highway 20 Conveyance System Storm Drain Analysis* by Skagit Surveyors and Engineers, September 11, 1997, will be utilized as a reference.
- Culvert and pipe data will be based on current conditions in the hydraulic models. Updates from the 1997 analysis include the Brickyard Creek Outlet culvert across SR 20, the Casa del Sol upgrades, and other upgrades to the SR 20 storm drain provided by the City and included in the topographic survey.
- Topographic survey of all culverts and pipes will be provided by the City.
- HEC-RAS Hydraulic Model will be utilized for the open channel reach. HEC-RAS model results will include Water Surface Profiles and cross-sections.
- StormShed Hydraulic Model will be utilized for the storm drain pipe reach.
- Backwater elevations in Hart's Slough will utilize the elevations listed in the 1993 report. Updated flood models of the Skagit River are not complete according to the City.
- A maximum of two alternative conveyance system upgrades and one alternative project detention standard will be provided in the final report.

- Following the submittal of the draft report, there will be one conference call meeting with the City to discuss the results of the model. The outcome of the meeting will determine the revisions needed to the 70% project plans and additional modeling needed for the final report.

**Deliverables:**

- Draft report with modeling results for existing and developed conditions, and GIS figures.
- Final report with modeling results for existing and developed conditions, alternative solutions, and the recommended solution and GIS figures.

**Final detention/water quality modeling based on SR 20 conveyance and backwater analysis:**

There are two possible alternatives to complete the drainage design. The SR 20 downstream analysis being prepared will provide information needed to select a preferred analysis.

The two alternatives are as follows. It is assumed that only one of these alternatives will proceed in the design.

1. Discharge project flows to the existing SR 20 conveyance system without detention. Provide water quality treatment for the project prior to discharge to the SR 20 system. Water quality treatment will be provided by a filter strip in the northwest quadrant of the Cook/Murrow roundabout and by a constructed stormwater treatment wetland or water quality vault at the existing pond site along SR 20.
2. Discharge project flows to the existing SR 20 conveyance system with underground detention. Underground detention will occur in the northwest quadrant of the Cook/Murrow roundabout and near the existing pond site along SR 20. Provide water quality treatment for the project prior to discharge to the SR 20 system. Water quality treatment will be provided by a filter strip in the northwest quadrant of the Cook/Murrow roundabout and by a water quality vault downstream of detention along SR 20.

**Deliverables:**

- Revised hydraulic modeling and pond design to incorporate into the 70% plans and drainage report.

**Revise Stormwater Technical Information Report based on the SR 20 analysis and the revised Cook Road/Ferry Street-Murrow Street Four-Legged Roundabout Design:**

The CONSULTANT shall revise the design calculations in the Stormwater Report for the 70% design to accommodate the design changes for the revised roundabout design and street alignments. Calculations and models that need to be revised are:

- Conveyance calculations for the new Ferry Street.
- The existing and developed impervious figures and the WWHM model.
- Project area summary.

## **WORK ELEMENT 6.0 ROUNDABOUT CONCEPTUAL DESIGN**

### **6.6 COOK ROAD/MURROW STREET FIVE-LEGGED ROUNDABOUT TRAFFIC ANALYSIS (NEW SECTION)**

The CONSULTANT shall conduct the following analysis to evaluate the five-legged roundabout option:

- Re-distribute traffic for the intersections at Cook Road/Murrow Street-Ferry Street (5-legged intersection), SR 20/Ferry Street, and SR 20/SR 9 for the No Build and Build conditions in 2014 and 2035 in both the AM and PM peak hours with the existing Cook Road retained.
- Evaluate signalized intersection LOS and queues for the intersections at SR 20/Cook Road Extension, SR 20/Ferry Street-Cook Road, SR 20/SR 9, and Cook Road/Murrow Street for the No Build and Build conditions in 2014 and 2035 in both the AM and PM peak hours.
- Evaluate roundabout LOS and queues at Cook Road/Murrow Street-Ferry Street for the Build condition in 2014 and 2035 in both the AM and PM peak hours.
- Prepare a traffic memo summarizing intersection LOS and queues for the signal option and roundabout option for the No Build and Build conditions, and provide LOS calculation sheets.

#### **Deliverables:**

- Final Traffic Memorandum in electronic PDF format.

### **6.7 COOK ROAD/FERRY STREET-MURROW STREET FOUR-LEGGED ROUNDABOUT TRAFFIC ANALYSIS (NEW SECTION)**

The CONSULTANT shall conduct the following traffic analysis to evaluate the proposed Cook Road/Ferry Street-Murrow Street four-legged roundabout option:

- Re-distribute traffic for the intersections at Cook Road/Murrow Street-Ferry Street (4-legged intersection), Harrison Street/Ferry Street Extension, SR 20/Ferry Street, and SR 20/SR 9 for the Build condition in 2014 and 2035 in both the AM and PM peak hours with the existing Cook Road (Ferry Street Extension) retained but with and without Murrow Street intersecting the existing Cook Road.
- Evaluate signalized intersection LOS for the intersections at SR 20/Cook Road Extension, Harrison Street/Ferry Street Extension, SR 20/Ferry Street-Cook Road, SR 20/SR 9, and Cook Road/Murrow Street for the Build condition in 2014 and 2035 in both the AM and PM peak hours.
- Evaluate roundabout LOS and queues at Cook Road/Murrow Street-Ferry Street and SR 20/Cook Road Extension for the Build condition in 2014 and 2035 in both the AM and PM peak hours.
- Evaluate stop control at Harrison Street/Ferry Street Extension for the Build condition in 2014 and 2035 in both the AM and PM peak hours.

- Prepare tables summarizing intersection LOS for the signal option and roundabout option for the Build condition in 2014 and 2035 in both the AM and PM peak hours, and provide LOS calculation sheets.
- Prepare a queue length table for the Build condition in 2014 and 2035 in both the AM and PM peak hours.

**Deliverables:**

- LOS summary table, LOS calculation sheets, and queue length in electronic PDF format.

## **WORK ELEMENT 7.0 ROUNDABOUT GEOMETRIC DESIGN AND 30% PLANS**

### **7.2 WSDOT INTERSECTION PLAN FOR APPROVAL**

**The last sentence of the first paragraph is revised to read:**

It is assumed that three (3) review periods will be required by WSDOT for the original design, and that the CONSULTANT shall revise and resubmit the document to WSDOT after each review period.

**The first bullet of the deliverables section is revised to read:**

- Draft (three [3] iterations) Intersection/Channelization Plan for Approval (11"x17" at 1"=50').

**Work Element 7.2 is supplemented with the following:**

The CONSULTANT shall prepare and submit a revised Intersection/Channelization Plan for Approval based on the revised design outlined in Work Element 7.4. It is assumed that two (2) review periods will be required by WSDOT to review and approve the revised design.

**Deliverables:**

- Draft (two [2] iterations) and Intersection/Channelization Plan for Approval (11"x17" at 1"=50').

### **7.4 COOK ROAD/FERRY STREET-MURROW STREET FOUR-LEGGED ROUNDABOUT CONCEPT DESIGN (NEW SECTION)**

The CONSULTANT shall prepare and submit a revised concept design for the south leg of the proposed Cook Road/Murrow Street roundabout. The new concept will eliminate the proposed Murrow Street leg extending north of the SR 9/SR 20 intersection to the proposed Cook Road/Murrow Street Roundabout. The new concept will utilize the existing north leg of the Cook Road/SR 20/Ferry Street intersection, extending it to the Cook Road/Murrow Street Roundabout. The CONSULTANT shall design the new south leg of the roundabout to utilize as much as the existing Cook Road as feasible.

Other elements of the revised concept include the following:

- A new stop control intersection will be located along this north leg by extending the existing Harrison Street to Cook Road.
- The Skagit Transit bus transfer facility will be located along the west side of Western Street between Harrison Street and the new Cook Road extension.

WSDOT has requested that the proposed SR 9 extension be eliminated with this concept. The CONSULTANT shall depict a future west approach at the Harrison Street intersection identifying future pavement widths and right-of-way.

**Assumptions:**

- No signal upgrades will be required at the SR 20/Ferry Street or SR 20/SR 9 intersection.

**Deliverables:**

- Draft concept design in PDF format to be distributed to the City, WSDOT, Utility Companies, and Skagit Transit for review and comment.

## **WORK ELEMENT 8.0 PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)**

### **8.2 70% PS&E**

**Work Element 8.2 is supplemented with the following:**

The CONSULTANT shall make modifications to the original design based on the new conceptual design outlined in Work Element 7.4 of this Scope of Services. Modifications will be required to the following sheets:

- Cover Sheet/Vicinity Map (1 sheet)
- Horizontal Control Plan (2 sheets)
- Typical Sections (2 sheets)
- Site Prep Sheets (5 sheets)
- Erosion Control Sheets (6 sheets)
- Paving and Drainage Plan (6 sheets each)
- Roadway Profiles (1 sheet stacked 2 high)
- Storm Drainage Profiles (3 sheets stacked 2 high)
- Roundabout Grading Plans & Profiles (3 sheets) – one roundabout
- Roundabout Details (1 sheet) – one roundabout
- Miscellaneous Details (1 sheet)
- Driveway Plan/Profiles (1 sheet)
- Channelization Plans/Details (7 sheets)
- Signal Plans/Details (8 sheets/2 signals)
- Signing Plans/Details (7 sheets)
- Contract Specifications
- Preliminary Construction Cost Estimate

#### **Assumptions:**

- The storm drainage design revisions do not include any design upgrades to the SR 20 Conveyance System identified in Task 4.1. Any designs revisions required for the SR 20 conveyance system will be negotiated under a separate supplement.

### **8.8 SKAGIT PUD WATERLINE DESIGN (NEW SECTION)**

#### **70% PS&E**

The CONSULTANT shall prepare 70% plans, specifications, quantities, and cost estimates (PS&E) for a 6-inch AC and 8-inch AC water main replacement to 8-inch ductile iron (approximately 1,100 lf), and replacing three (3) one-inch service connections and one (1) two-inch service connection within the project limits. Approximate lengths of the waterline replacement along each road within the project are as follows:

- Washington Street - 460 lf of pipe replacement and two (2) one-inch service connections.
- SR 20 – 640 lf of pipe replacement, one (1) one-inch service connection and one (1) two-inch service connection, and one fire hydrant. Included in the 640 lf of pipe are two crossings under SR 20.

**Deliverables:**

- 5 copies of the 70% Preliminary Design Plan Set (11"x17" at 1" = 40' scale).
- 5 copies of the 70% Contract Specifications.
- 5 copies of the 70% Preliminary Construction Estimate.

**Assumptions:**

- Separate plan sheets will be prepared for the waterline replacement. Plan sheets will include plan/profile and details.
- Pavement replacement details will be prepared for these improvements. The quantities will be included in either the roadway bid schedule or a separate schedule. The specifications, quantities, and estimate will follow the format for the SR 20, Cook Road Realignment and Extension Project (WSDOT format). Applicable Skagit water standard details will be added in the Appendix.
- Non-standard details will be added to the plan set. Special provisions will be added to the specification package being prepared for the project.
- Quantities for the waterline work will be prepared and included in a separate schedule in the bid proposal. It is assumed that no additional topographic survey or geotechnical investigations will be conducted by the CONSULTANT. Any pothole operations will be negotiated as a separate supplement with the City and Skagit PUD.
- Skagit PUD to provide electronic copies of standard details and notes in PDF and AutoCAD format.
- Skagit PUD to provide standard specifications and general notes in PDF and MS Word 97 format.
- No additional survey will be required. If additional survey is required, services will be negotiated under a separate supplement.

**90% PS&E**

The CONSULTANT shall prepare the following in accordance with Skagit PUD's and the CITY's 70% completion level review comments and coordination meeting, and in accordance with regulatory agency permit conditions:

- Modifications and/or revisions in response to Skagit PUD/City review comments from the 70% design plan set and coordination meeting – 90% Completion submittal.
- Modifications and/or revisions in response to Skagit PUD/CITY review comments from the 70% design specifications set and coordination meeting – 90% Completion submittal.
- Modifications and/or revisions in response to Skagit PUD/CITY review comments from the 90% design cost estimate and coordination meeting – 90% Completion submittal.

**Deliverables:**

- 5 copies of the 90% Design Plan Set (11"x17" at 1" = 40' scale).
- 5 copies of the 90% Contract Specifications.
- 5 copies of the 90% Construction Estimate.

**Meetings:**

- One (1) 70% Design Review Meeting.

**Assumptions:**

- The 70% review comments will be compiled by Skagit PUD into one document, and conflicting comments will be worked out by Skagit PUD prior to submitting the comments to the CONSULTANT.

**Final Contract Documents (100% Completion)**

The CONSULTANT shall prepare the following in accordance with Skagit PUD's and the CITY's 90% completion level review comments and coordination meeting, and in accordance with regulatory agency permit conditions:

- Modifications and/or revisions in response to Skagit PUD's/City's review comments.
- Final design of project elements.
- Special provisions and listing of Skagit PUD's standard specifications, with fill-ins, to be incorporated into the construction contract documents.
- Preparation of a final (100% completion) list of bid items and quantities, and a construction cost estimate for a set of signed and reproducible construction contract documents.

The CONSULTANT shall assemble all plan sheets, general and special provisions, cost estimates, and associated documentation for submittal as an Ad Ready PS&E package.

**Deliverables:**

- 1 copy (plan set on 11"x17" at 1" = 40' scale) of the final Ad Ready PS&E package stamped by a licensed professional engineer in the state of Washington, and an electronic PDF copy.

**Assumptions:**

- The 90% review comments will be compiled by Skagit PUD into one document, and conflicting comments will be worked out by Skagit PUD prior to submitting the comments to the CONSULTANT.

**Exhibit E-1**  
**Consultant Fee Determination - Fixed Fee**  
**SR 20, Cook Road Realignment and Extension Project**  
**Supplement No. 2**  
City of Sedro-Woolley

**David Evans and Associates, Inc.**

| <b>Classification</b>                    |  | <b>Direct<br/>Rate</b>         | <b>Hours</b>       | <b>Cost</b>     |
|--|--|--------------------------------|--------------------|-----------------|
| 1  | Project Manager (PMGR)                 | \$ 58.50                       | 63.0               | \$3,686         |
| 2  | Principal In Charge (PICH)             | \$ 71.00                       | 0.0                | \$0             |
| 3  | Managing Professional Engr/QC (MGPE)   | \$ 58.50                       | 95.0               | \$5,558         |
| 4  | Professional Engineer (PFEN)           | \$ 43.00                       | 331.0              | \$14,233        |
| 5  | Design Engineer (DEEN)                 | \$ 33.00                       | 36.0               | \$1,188         |
| 6  | Sr. CADD Technician (SCAD)             | \$ 33.50                       | 109.5              | \$3,668         |
| 7  | Prof. Engineer - Transportation (PFEN) | \$ 42.50                       | 49.0               | \$2,083         |
| 8  | GIS Manager (GISM)                     | \$ 34.00                       | 16.0               | \$544           |
| 9  | Survey Manager (SVYM)                  | \$ 60.75                       | 3.0                | \$182           |
| 10                                       | Prof. Land Surveyor (PLSU)             | \$ 39.00                       | 8.0                | \$312           |
| 11                                       | Survey Technician (SVTE)               | \$ 31.50                       | 16.0               | \$504           |
| 12                                       | Administrative Assistant (ADMA)        | \$ 27.50                       | 27.0               | \$743           |
|  |  |                                | <b>Total Hours</b> | <b>753.5</b>    |
| <b>Salary Cost</b>                       |  |                                |                    | <b>\$32,700</b> |
| <b>Overhead Cost @</b>                   |  | <b>175.13% of Direct Labor</b> |                    | <b>\$57,266</b> |
| <b>Net Fee @</b>                         |  | <b>30.00% of Direct Labor</b>  |                    | <b>\$9,810</b>  |
| <b>Total Overhead &amp; Net Fee Cost</b> |  |                                |                    | <b>\$67,076</b> |
| <b>DEA Subtotal</b>                      |  |                                |                    | <b>\$99,776</b> |
| <b>Direct Expenses</b>                   |  |                                |                    |                 |
| Direct Expenses                          |  |                                |                    | \$0             |
| <b>Supplement No. 2 Total</b>            |  |                                |                    | <b>\$99,776</b> |

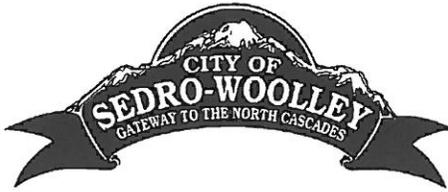
**Exhibit E-1**  
**Consultant Fee Determination - Summary Sheet**  
**SR 20, Cook Road Realignment and Extension Project**  
**Supplement No. 2**  
 City of Sedro-Woolley

**David Evans and Associates, Inc.**

| Work Element # | Work Element  | 1                      | 3                                    | 4                            | 5                      | 6                          | 7                                      | 8                  | 9                     | 10                         | 11                       | 12                              | DEA Total | Total \$ |
|----------------|---|------------------------|--------------------------------------|------------------------------|------------------------|----------------------------|--|--------------------|-----------------------|----------------------------|--------------------------|---------------------------------|-----------|----------|
|                |   | Project Manager (PMGR) | Managing Professional Engr/QC (MGPE) | Professional Engineer (PFEN) | Design Engineer (DEEN) | Sr. CADD Technician (SCAD) | Prof. Engineer - Transportation (PFEN) | GIS Manager (GISM) | Survey Manager (SYVM) | Prof. Land Surveyor (PLSU) | Survey Technician (SVTE) | Administrative Assistant (ADMA) |           |          |
|                | direct rates:   | \$58.50                | \$58.50                              | \$43.00                      | \$33.00                | \$33.50                    | \$42.50                                | \$34.00            | \$60.75               | \$39.00                    | \$31.50                  | \$27.50                         |           |          |
|                |   | Total hrs              | Total hrs                            | Total hrs                    | Total hrs              | Total hrs                  | Total hrs                              | Total hrs          | Total hrs             | Total hrs                  | Total hrs                | Total hrs                       | Total hrs | Total \$ |
| <b>2.0</b>     | <b>Proj. Management and Quality Control</b>                     |                        |                                      |                              |                        |                            |  |                    |                       |                            |                          |                                 |           |          |
| 2.1            | Project Management and File Management                          |                        |                                      |                              |                        |                            |  |                    |                       |                            |                          |                                 |           |          |
| 2.2            | Subconsultant Coordination                                      |                        |                                      |                              |                        |                            |  |                    |                       |                            |                          |                                 |           |          |
| 2.3            | Develop and Update the Schedule                                 |                        |                                      |                              |                        |                            |  |                    |                       |                            |                          |                                 |           |          |
| 2.4            | Monthly Progress Reports and Invoices (12 Total)                |                        |                                      |                              |                        |                            |  |                    |                       |                            |                          |                                 |           |          |
| 2.5            | Coordination with the City                                      |                        |                                      |                              |                        |                            |  |                    |                       |                            |                          |                                 |           |          |
| 2.6            | Change Management   |                        |                                      |                              |                        |                            |  |                    |                       |                            |                          |                                 |           |          |
| 2.7            | Project Kickoff and Progress Meetings (24 Total)                |                        |                                      |                              |                        |                            |  |                    |                       |                            |                          |                                 |           |          |
| 2.8            | Quality Assurance/Quality Control Review                        |                        | 8                                    |                              |                        |                            |  |                    |                       |                            |                          |                                 | 8         | \$1,428  |
| 2.9            | Meeting with Skagit Transit ( 2 Meetings Total)                 |                        |                                      |                              |                        |                            |  |                    |                       |                            |                          |                                 |           |          |
|                | <b>Work Element 2.0 Total</b>                                   |                        | 8                                    |                              |                        |                            |  |                    |                       |                            |                          |                                 | 8         | \$1,428  |
| <b>3.0</b>     | <b>Survey</b>   |                        |                                      |                              |                        |                            |  |                    |                       |                            |                          |                                 |           |          |
| 3.1            | Data Collection   |                        |                                      |                              |                        |                            |  |                    |                       |                            |                          |                                 |           |          |
| 3.2            | Horizontal & Vertical Control Network                           |                        |                                      |                              |                        |                            |  |                    |                       |                            |                          |                                 |           |          |
| 3.3            | Establish Road Centerline Alignments & Right-of-Ways (Base Map) |                        |                                      |                              |                        |                            |  |                    |                       |                            |                          |                                 |           |          |
| 3.4            | Topographic Survey  |                        | 1                                    |                              |                        |                            |  |                    | 3                     | 8                          | 16                       | 1                               | 29        | \$3,308  |
| 3.5            | Site Photography (Included in Scanning)                         |                        |                                      |                              |                        |                            |  |                    |                       |                            |                          |                                 |           |          |
| 3.6            | Right of Way Exhibits   |                        |                                      |                              |                        |                            |  |                    |                       |                            |                          |                                 |           |          |
| 3.6a           | Parcel Exhibits   |                        |                                      |                              |                        |                            |  |                    |                       |                            |                          |                                 |           |          |
| 3.6b           | Legal Descriptions  |                        |                                      |                              |                        |                            |  |                    |                       |                            |                          |                                 |           |          |
|                | <b>Work Element 3.0 Total</b>                                   |                        | 1                                    |                              |                        |                            |  |                    | 3                     | 8                          | 16                       | 1                               | 29        | \$3,308  |
| <b>4.0</b>     | <b>Engineering Reports</b>                                      |                        |                                      |                              |                        |                            |  |                    |                       |                            |                          |                                 |           |          |
| 4.1            | Stormwater Report   |                        |                                      |                              |                        |                            |  |                    |                       |                            |                          |                                 |           |          |
| 4.1a           | Draft Stormwater TIR  |                        |                                      |                              |                        |                            |  |                    |                       |                            |                          |                                 |           |          |
| 4.1b           | Conceptual Layout and Cost Evaluation                           | 8                      | 20                                   | 24                           |                        |                            |  |                    |                       |                            |                          |                                 | 52        | \$8,147  |
| 4.1c           | Draft SR 20 Conveyance and Backwater Analysis                   | 6                      | 28                                   | 60                           | 24                     |                            | 12                                     |                    |                       |                            | 4                        |                                 | 134       | \$17,939 |
| 4.1d           | Final SR 20 Conveyance and Backwater Analysis                   | 4                      | 16                                   | 24                           | 8                      |                            | 4                                      |                    |                       |                            | 4                        |                                 | 60        | \$8,275  |
| 4.1e           | Final Modeling of Drainage Facilities based on SR 20 Analysis   | 2                      | 4                                    | 24                           |                        |                            |  |                    |                       |                            |                          |                                 | 30        | \$4,220  |
| 4.1f           | Revisions to Final Stormwater Report                            | 2                      | 4                                    | 8                            |                        | 4                          |  |                    |                       |                            |                          | 4                               | 22        | \$2,865  |
| 4.1            | Stormwater Pollution Prevention Plan                            |                        |                                      |                              |                        |                            |  |                    |                       |                            |                          |                                 |           |          |
| 4.1c           | Draft Stormwater Pollution Prevention Plan                      |                        |                                      |                              |                        |                            |  |                    |                       |                            |                          |                                 |           |          |
| 4.1d           | Draft Stormwater Pollution Prevention Plan                      |                        |                                      |                              |                        |                            |  |                    |                       |                            |                          |                                 |           |          |
| 4.2            | Geotechnical Investigation and Report                           |                        |                                      |                              |                        |                            |  |                    |                       |                            |                          |                                 |           |          |
| 4.2a           | Draft Geotechnical Investigation Report                         |                        |                                      |                              |                        |                            |  |                    |                       |                            |                          |                                 |           |          |
| 4.2b           | Final Geotechnical Investigation Report                         |                        |                                      |                              |                        |                            |  |                    |                       |                            |                          |                                 |           |          |
|                | <b>Work Element 4.0 Total</b>                                   | 22                     | 72                                   | 140                          | 32                     | 4                          | 16                                     |                    |                       |                            |                          | 12                              | 298       | \$41,446 |

| David Evans and Associates, Inc. |   |                        |                                       |                              |                        |                            |  |                    |                      |                            |                          | 1                               | 3         | 4        | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |  |
|----------------------------------|---|------------------------|---------------------------------------|------------------------------|------------------------|----------------------------|--|--------------------|----------------------|----------------------------|--------------------------|---------------------------------|-----------|----------|---|---|---|---|---|----|----|----|--|
| Work Element #                   | Work Element  | Project Manager (PMGR) | Managing Professional Engineer (MGPE) | Professional Engineer (PFEN) | Design Engineer (DEEN) | Sr. CADD Technician (SCAD) | Prof. Engineer - Transportation (PFEN) | GIS Manager (GISM) | Survey Manager (SYM) | Prof. Land Surveyor (PLSU) | Survey Technician (SVTE) | Administrative Assistant (ADMA) | DEA Total | Total \$ |   |   |   |   |   |    |    |    |  |
|                                  | direct rates:   | \$58.50                | \$58.50                               | \$43.00                      | \$33.00                | \$33.50                    | \$42.50                                | \$34.00            | \$60.75              | \$36.00                    | \$31.50                  | \$27.50                         |           |          |   |   |   |   |   |    |    |    |  |
|                                  |   | Total hrs              | Total hrs                             | Total hrs                    | Total hrs              | Total hrs                  | Total hrs                              | Total hrs          | Total hrs            | Total hrs                  | Total hrs                | Total hrs                       | Total hrs | Total \$ |   |   |   |   |   |    |    |    |  |
| 6.0                              | Roundabout Conceptual Design  |                        |                                       |                              |                        |                            |  |                    |                      |                            |                          |                                 |           |          |   |   |   |   |   |    |    |    |  |
| 6.1                              | Accident Analysis   |                        |                                       |                              |                        |                            |  |                    |                      |                            |                          |                                 |           |          |   |   |   |   |   |    |    |    |  |
| 6.2                              | Traffic Analysis/VISSIM Simulation (Draft and Final)  |                        |                                       |                              |                        |                            |  |                    |                      |                            |                          |                                 |           |          |   |   |   |   |   |    |    |    |  |
| 6.3                              | Conceptual Layout of Roundabout   |                        |                                       |                              |                        |                            |  |                    |                      |                            |                          |                                 |           |          |   |   |   |   |   |    |    |    |  |
| 6.4                              | Design Vehicle/Pedestrian/Bicycle Analysis  |                        |                                       |                              |                        |                            |  |                    |                      |                            |                          |                                 |           |          |   |   |   |   |   |    |    |    |  |
| 6.5                              | Conceptual Meetings with WSDOT/City (2 Total)   |                        |                                       |                              |                        |                            |  |                    |                      |                            |                          |                                 |           |          |   |   |   |   |   |    |    |    |  |
| 6.6                              | Cook Road/Murrow Street Five Legged Roundabout Traffic Analysis                             | 2                      | 1                                     |                              |                        |                            | 12                                     |                    |                      |                            |                          |                                 | 15        | \$2,092  |   |   |   |   |   |    |    |    |  |
| 6.7                              | Cook Road/Ferry Street Extension Roundabout Analysis  | 4                      |                                       |                              |                        |                            | 37                                     |                    |                      |                            |                          | 2                               | 43        | \$5,660  |   |   |   |   |   |    |    |    |  |
|                                  | <b>Work Element 6.0 Total</b>   | 6                      | 1                                     |                              |                        |                            | 49                                     |                    |                      |                            |                          | 2                               | 58        | \$7,772  |   |   |   |   |   |    |    |    |  |
| 7.0                              | Roundabout Geometric Design and 30% Plans   |                        |                                       |                              |                        |                            |  |                    |                      |                            |                          |                                 |           |          |   |   |   |   |   |    |    |    |  |
| 7.1                              | WSDOT Geometric Design Documentation Approval (3 Iterations)                                |                        |                                       |                              |                        |                            |  |                    |                      |                            |                          |                                 |           |          |   |   |   |   |   |    |    |    |  |
| 7.1a                             | Channelization Plans  |                        |                                       |                              |                        |                            |  |                    |                      |                            |                          |                                 |           |          |   |   |   |   |   |    |    |    |  |
| 7.1b                             | Design Decisions/Deviations (2 Total)   |                        |                                       |                              |                        |                            |  |                    |                      |                            |                          |                                 |           |          |   |   |   |   |   |    |    |    |  |
| 7.1c                             | Meetings with WSDOT/City (1 Total)  |                        |                                       |                              |                        |                            |  |                    |                      |                            |                          |                                 |           |          |   |   |   |   |   |    |    |    |  |
| 7.1d                             | Roundabout Geometric Data   |                        |                                       |                              |                        |                            |  |                    |                      |                            |                          |                                 |           |          |   |   |   |   |   |    |    |    |  |
| 7.2                              | WSDOT Intersection/Chann. Plan for Approval (4 Iterations - Including Mylars)               | 1                      | 1                                     | 6                            |                        | 8                          |  |                    |                      |                            |                          |                                 | 16        | \$1,962  |   |   |   |   |   |    |    |    |  |
| 7.2a                             | WSDOT Intersection/Chann. Plan for Approval - Revised Murrow Street Concept (2 Iterations ) | 1                      | 2                                     | 8                            |                        | 12                         |  |                    |                      |                            |                          |                                 | 23        | \$2,812  |   |   |   |   |   |    |    |    |  |
| 7.3                              | 30% Design Plans  |                        |                                       |                              |                        |                            |  |                    |                      |                            |                          |                                 |           |          |   |   |   |   |   |    |    |    |  |
| 7.3a                             | TIB Construction Cost Estimate  |                        |                                       |                              |                        |                            |  |                    |                      |                            |                          |                                 |           |          |   |   |   |   |   |    |    |    |  |
| 7.4                              | Cook Road/Ferry Street-Murrow Street Four Legged Roundabout Concept Design                  | 4                      |                                       | 40                           |                        |                            |  |                    |                      |                            |                          |                                 | 44        | \$5,962  |   |   |   |   |   |    |    |    |  |
|                                  | <b>Work Element 7.0 Total</b>   | 6                      | 3                                     | 54                           |                        | 20                         |  |                    |                      |                            |                          |                                 | 83        | \$10,736 |   |   |   |   |   |    |    |    |  |
| 8.0                              | Plans, Specifications and Estimate (PS&E)   |                        |                                       |                              |                        |                            |  |                    |                      |                            |                          |                                 |           |          |   |   |   |   |   |    |    |    |  |
| 8.1                              | Project Site Visits (6 Total)   |                        |                                       |                              |                        |                            |  |                    |                      |                            |                          |                                 |           |          |   |   |   |   |   |    |    |    |  |
| 8.2                              | 70% PS&E  |                        |                                       |                              |                        |                            |  |                    |                      |                            |                          |                                 |           |          |   |   |   |   |   |    |    |    |  |
| 8.2a                             | Cover Sheet/Vicinity Map (1 sheet)  |                        |                                       |                              |                        | 1                          |  |                    |                      |                            |                          |                                 | 1         | \$102    |   |   |   |   |   |    |    |    |  |
| 8.2b                             | Legend/Abbreviation/Contact Sheet (1 Sheet)   |                        |                                       |                              |                        |                            |  |                    |                      |                            |                          |                                 |           |          |   |   |   |   |   |    |    |    |  |
| 8.2c                             | Horizontal Control Plan (2 sheets)  |                        |                                       | 2                            |                        | 2                          |  |                    |                      |                            |                          |                                 | 4         | \$467    |   |   |   |   |   |    |    |    |  |
| 8.2d                             | Typical sections (2 sheets)   |                        |                                       | 4                            |                        | 2                          |  |                    |                      |                            |                          |                                 | 6         | \$729    |   |   |   |   |   |    |    |    |  |
| 8.2e                             | Site Prep/Erosion Control Sheets (12 sheets)  |                        |                                       | 8                            |                        | 12                         |  |                    |                      |                            |                          |                                 | 20        | \$2,276  |   |   |   |   |   |    |    |    |  |
| 8.2f                             | Paving and drainage plan (12 sheets)  |                        |                                       | 24                           |                        | 12                         |  |                    |                      |                            |                          |                                 | 36        | \$4,376  |   |   |   |   |   |    |    |    |  |
| 8.2g                             | Roadway profiles (1 Sheet Stacked)  |                        |                                       | 2                            |                        | 1                          |  |                    |                      |                            |                          |                                 | 3         | \$365    |   |   |   |   |   |    |    |    |  |
| 8.2h                             | Storm drainage profiles (3 sheets stacked)  |                        |                                       | 4                            |                        | 8                          |  |                    |                      |                            |                          |                                 | 12        | \$1,343  |   |   |   |   |   |    |    |    |  |
| 8.2i                             | Sanitary sewer plan and profile ( 4 sheets stacked)   |                        |                                       |                              |                        |                            |  |                    |                      |                            |                          |                                 |           |          |   |   |   |   |   |    |    |    |  |
| 8.2j                             | Roundabout grading plans/profiles (3 sheets)  |                        |                                       | 8                            |                        | 4                          |  |                    |                      |                            |                          |                                 | 12        | \$1,459  |   |   |   |   |   |    |    |    |  |
| 8.2k                             | Roundabout details (1 sheet)  |                        |                                       | 1                            |                        | 0.5                        |  |                    |                      |                            |                          |                                 | 1.5       | \$182    |   |   |   |   |   |    |    |    |  |
| 8.2l                             | Miscellaneous details (1 sheet)   |                        |                                       | 8                            |                        | 4                          |  |                    |                      |                            |                          |                                 | 12        | \$1,459  |   |   |   |   |   |    |    |    |  |
| 8.2m                             | Driveway plan/profiles (1 sheet)  |                        |                                       | 2                            |                        | 1                          |  |                    |                      |                            |                          |                                 | 3         | \$365    |   |   |   |   |   |    |    |    |  |
| 8.2n                             | Channelization plans/details (7 sheets)   |                        |                                       | 6                            |                        | 4                          |  |                    |                      |                            |                          |                                 | 10        | \$1,196  |   |   |   |   |   |    |    |    |  |
| 8.2p                             | Signal Plans/Details (8 sheets/2 Signals)   |                        |                                       |                              |                        |                            |  |                    |                      |                            |                          |                                 |           |          |   |   |   |   |   |    |    |    |  |
| 8.2q                             | Signing plans/details (7 sheets)  |                        |                                       | 4                            |                        | 2                          |  |                    |                      |                            |                          |                                 | 6         | \$729    |   |   |   |   |   |    |    |    |  |
| 8.2r                             | Contract specifications   | 4                      |                                       |                              |                        |                            |  |                    |                      |                            |                          | 2                               | 6         | \$882    |   |   |   |   |   |    |    |    |  |
| 8.2s                             | Preliminary construction cost estimate  |                        |                                       | 8                            | 4                      | 2                          |  |                    |                      |                            |                          |                                 | 14        | \$1,657  |   |   |   |   |   |    |    |    |  |
|                                  | <b>Work Element 8.2 Subtotal</b>  | 4                      |                                       | 61                           | 4                      | 55.5                       |  |                    |                      |                            |                          | 2                               | 146.5     | \$17,585 |   |   |   |   |   |    |    |    |  |

| David Evans and Associates, Inc. |   | 1                      | 3                                    | 4                            | 5                      | 6                          | 7                                      | 8                  | 9                     | 10                         | 11                       | 12                              |           |          |
|----------------------------------|---|------------------------|--------------------------------------|------------------------------|------------------------|----------------------------|--|--------------------|-----------------------|----------------------------|--------------------------|---------------------------------|-----------|----------|
| Work Element #                   | Work Element                                    | Project Manager (PMGR) | Managing Professional Engr/OC (MGPE) | Professional Engineer (PFEN) | Design Engineer (DEEN) | Sr. CADD Technician (SCAD) | Prof. Engineer - Transportation (PFEN) | GIS Manager (GISM) | Survey Manager (SVYM) | Prof. Land Surveyor (PLSU) | Survey Technician (SVTE) | Administrative Assistant (ADMA) | DEA Total | Total \$ |
|                                  | direct rates:                                   | \$58.50                | \$58.50                              | \$43.00                      | \$33.00                | \$33.50                    | \$42.50                                | \$34.00            | \$60.75               | \$39.00                    | \$31.50                  | \$27.50                         |           |          |
|                                  |   | Total hrs              | Total hrs                            | Total hrs                    | Total hrs              | Total hrs                  | Total hrs                              | Total hrs          | Total hrs             | Total hrs                  | Total hrs                | Total hrs                       | Total hrs | Total \$ |
| 8.5                              | Skagit Transit Bus Stop Design                  |                        |                                      |                              |                        |                            |  |                    |                       |                            |                          |                                 |           |          |
| 8.5a                             | Meetings with Skagit Transit                    |                        |                                      |                              |                        |                            |  |                    |                       |                            |                          |                                 |           |          |
| 8.5b                             | 70% PS&E  | 1                      |                                      | 8                            |                        | 4                          |  |                    |                       |                            |                          |                                 | 13        | \$1,637  |
| 8.5c                             | 90% PS&E  |                        |                                      |                              |                        |                            |  |                    |                       |                            |                          |                                 |           |          |
| 8.5c                             | 100% Final PS&E                                 |                        |                                      |                              |                        |                            |  |                    |                       |                            |                          |                                 |           |          |
|                                  | Work Element 8.5 Subtotal                       | 1                      |                                      | 8                            |                        | 4                          |  |                    |                       |                            |                          |                                 | 13        | \$1,637  |
| 8.6                              | Bingham Park Master Plan                        |                        |                                      |                              |                        |                            |  |                    |                       |                            |                          |                                 |           |          |
| 8.6a                             | Field Exploration/Information Gathering         |                        |                                      |                              |                        |                            |  |                    |                       |                            |                          |                                 |           |          |
| 8.6b                             | Conceptual Bingham Park Master Plan Development |                        |                                      |                              |                        |                            |  |                    |                       |                            |                          |                                 |           |          |
|                                  | Work Element 8.6 Subtotal                       |                        |                                      |                              |                        |                            |  |                    |                       |                            |                          |                                 |           |          |
| 8.7                              | Bingham Park Roadway Improvements Design        |                        |                                      |                              |                        |                            |  |                    |                       |                            |                          |                                 |           |          |
| 8.7a                             | 30% Plans and Details                           |                        |                                      |                              |                        |                            |  |                    |                       |                            |                          |                                 |           |          |
| 8.7a                             | 70% PS&E  |                        |                                      |                              |                        |                            |  |                    |                       |                            |                          |                                 |           |          |
| 8.7b                             | 90% PS&E  |                        |                                      |                              |                        |                            |  |                    |                       |                            |                          |                                 |           |          |
| 8.7c                             | 100% Final PS&E                                 |                        |                                      |                              |                        |                            |  |                    |                       |                            |                          |                                 |           |          |
|                                  | Work Element 8.7 Subtotal                       |                        |                                      |                              |                        |                            |  |                    |                       |                            |                          |                                 |           |          |
| 8.8                              | Skagit PUD Waterline Design                     |                        |                                      |                              |                        |                            |  |                    |                       |                            |                          |                                 |           |          |
| 8.8a                             | Meetings with Skagit PUD                        | 4                      |                                      | 4                            |                        |                            |  |                    |                       |                            |                          |                                 | 8         | \$1,239  |
| 8.8b                             | 70% PS&E  | 8                      | 4                                    | 24                           |                        | 16                         |  |                    |                       |                            | 4                        |                                 | 56        | \$7,262  |
| 8.8c                             | 90% PS&E  | 8                      | 4                                    | 16                           |                        | 8                          |  |                    |                       |                            | 4                        |                                 | 40        | \$5,395  |
| 8.8d                             | 100% Final PS&E                                 | 4                      | 2                                    | 4                            |                        | 2                          |  |                    |                       |                            | 2                        |                                 | 14        | \$1,968  |
|                                  | Work Element 8.8 Subtotal                       | 24                     | 10                                   | 48                           |                        | 26                         |  |                    |                       |                            | 10                       |                                 | 118       | \$15,864 |
|                                  | Work Element 8.0 Total                          | 29                     | 10                                   | 137                          | 4                      | 85.5                       |  |                    |                       |                            | 12                       |                                 | 277.5     | \$35,088 |
|                                  | Direct Expenses                                 |                        |                                      |                              |                        |                            |  |                    |                       |                            |                          |                                 |           |          |
| PROJECT WORK ELEMENTS TOTALS     |   | 63                     | 95                                   | 331                          | 36                     | 109.5                      | 49                                     | 16                 | 3                     | 8                          | 16                       | 27                              | 753.5     | \$99,776 |



CITY COUNCIL AGENDA  
REGULAR MEETING

FEB 13 2013

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

**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/City Engineer

MEMO TO: City Council and Mayor Mike Anderson

FROM: Mark A. Freiberger, PE

RE: **Proposed Interlocal Agreement between the City of Sedro-Woolley and Public Utility District No. 1 of Skagit County Re SR20-Cook Road Realignment and Extension Project**

DATE: January 30, 2013 (for Council review February 13, 2013)

#### ISSUE

Should the city council ratify the attached Interlocal Agreement between the City of Sedro-Woolley and Public Utility District No. 1 of Skagit County for purpose of reimbursing the city for design phase services for design of water main improvements in conjunction with the SR20-Cook Road Realignment and Extension Project, totaling \$16,657?

#### BACKGROUND/DISCUSSION

PUD No. 1 has requested that the city provide design phase services replacement and upgrade of existing water main facilities located within the existing and new right of way associated with the SR20/Cook Road Realignment and Extension Project. The attached Interlocal agreement allows for reimbursement of the city for design phase services for the added facilities. Exhibits A-1 and E-1 of the ILA shows our consultant's estimate for the design work, plus a 5% administrative fee, totaling \$16,657.00.

Addition of the water main upgrade will ensure that underground utilities are upgraded with the project, avoiding future problems of the old system failing and causing damage to the new roadway.

The proposed Interlocal is similar to previous ILA's done for the Fruitdale-McGarigle Road Project, the SR20, F&S Grade Road Project and the SR20, Metcalf to Township Lane Widening Project. We have reserved the option to add the construction phase work to the ILA after award of the contract.

The current design phase calls for submittal of 70% plans by February 20, 2013. As a result, Public Works requested authorization from the mayor to proceed with the design work in advance of formal approval of the ILA, in order to incorporate the PUD design in the 70% design documents. The additional design work will be covered in Supplemental Agreement 2 to the DEA design phase services agreement, separately submitted for approval at this council session. Mayor Anderson has signed the ILA subject to council ratification.

#### MOTION

***Ratify the proposed Interlocal Agreement between the City of Sedro-Woolley and Public Utility District No. 1 of Skagit County for purpose of reimbursing the city for design phase services for design of water main improvements in conjunction with the SR20-Cook Road Realignment and Extension Project, totaling \$16,657.***

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEDRO-WOOLLEY AND  
PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2013, by and between the City of Sedro-Woolley, a Washington Municipal Corporation, herein referred to as "CITY," and Public Utility District No. 1 of Skagit County, herein referred to as "PUD."

WHEREAS, the City is in the process of constructing the **SR20/Cook Road Realignment and Extension Project**,

WHEREAS, PUD desires to replace and upgrade an existing PUD water main located within the project limits,

WHEREAS, the parties believe the project will be completed most efficiently and cost effectively if the PUD work is conducted pursuant to the City's contract with the prime contractor,

WHEREAS, the City and PUD are each independently authorized by law to conduct such activity; and,

WHEREAS, RCW 39.34.080 authorizes a public agency to contract with another public agency to perform any governmental service, activity, or undertaking which each public agency is authorized to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities, including an agency of state government, on a basis of mutual advantage; and,

WHEREAS, it is of mutual advantage to the City and PUD to enter into this Agreement providing a mechanism for the PUD's work related to the City's project to be constructed by the City and paid for by the PUD as part of the **SR20/Cook Road Realignment and Extension Project** (the Project); and,

WHEREAS, it is necessary for the City and the PUD to enter into an agreement setting forth the terms, conditions, and requirements for completing the Project.

NOW, THEREFORE, in consideration for the terms and conditions contained herein and in the documents incorporated herein, the parties agree as follows:

**STATEMENT OF WORK**

1. The City will assist the PUD in conducting the following:

***Base Bid Schedule C: Skagit County PUD No. 1 Water Main Improvements***

| Item No. | Item Description  | Quantity | Unit of Measure | Interwest Construction, Inc |                    |
|----------|---|----------|-----------------|-----------------------------|--------------------|
|          |   |          |                 | Unit Price                  | Amount             |
| xx       | CONSTRUCTION PHASE – TO BE DETERMINED                     | 1.00     | LS              | TBD                         | TBD                |
|          | <i>Construction Phase - Base Bid Schedule C SUB-TOTAL</i> |          |                 |                             | TBD                |
|          | <i>Tax at 8.2 Percent</i>                                 |          |                 |                             | TBD                |
|          | <i>Total Base Bid Schedule C including Tax</i>            |          |                 |                             | TBD                |
|          | <i>Design Engineering – DEA EXHIBITS A-1 and E-1</i>      | 1.00     | LS              |                             | \$15,864.00        |
|          | <i>Construction Engineering Coordination</i>              | 1.00     | LS              |                             | TBD                |
|          | <i>Construction Surveying (estimated)</i>                 | 1.00     | EST             |                             | TBD                |
|          | <i>Soils Testing (estimated)</i>                          | 1.00     | EST             |                             | TBD                |
|          | <i>Contract Administration</i>                            | 5%       |                 |                             | \$ 793.20          |
|          | <b>TOTAL (ROUNDED)</b>                                    |          |                 |                             | <b>\$16,657.00</b> |

**COMPENSATION**

2. City will charge PUD for its portion of the services described above at its actual costs (excluding city employees' time) plus 5% for Administration for a maximum compensation not to exceed \$16,657.00 without further authorization from PUD. Requests by PUD for any other services by the City shall be negotiated as a mutually agreed amendment to this Agreement prior to the City providing the service. Upon reaching the maximum compensation, the City will have no further responsibility or obligation regarding the provision of services under this Agreement unless it is amended by mutual written agreement to authorize additional compensation.

It is contemplated that the City will contract for all aspects of the job, and the PUD will reimburse the City for its respective share of the contract costs associated with the scope of work identified above.

PUD will furnish field inspection services for their portion of the work. City's contract manager and inspector will coordinate with PUD and schedule testing and administer change orders and pay requests.

Design and construction phase engineering coordination, construction surveying and soils testing costs shown above are estimates. The actual cost will be billed based on invoices from the appropriate subconsultant. See David Evans & Associates, Inc. Exhibits A-1 and E-1 Attached for design phase scope of work and estimate. Construction Phase Services and Construction Contract will be determined after close of bids.

In the event a dispute arises between the City and a contractor that may affect the costs of the work for which PUD is responsible, the City will consult with PUD concerning the dispute and the method of resolution.

In the event the work requires change orders due to unforeseen conditions or other matters, the City is authorized to approve change orders related to the portion of the work for which PUD is responsible, after consultation with PUD, for a total amount not to exceed the amount provided for in the construction contract for changes, overruns and contingencies.

### **PAYMENT PROCEDURE**

3. The City shall submit invoices to PUD on a monthly basis. Payment shall be made by warrant or account transfer by PUD to the City within 30 days of receipt of the invoice. Details of payment process shall be determined by the parties' respective financial offices.

### **INDEPENDENT CAPACITY**

4. The officials, employees or agents of each party who are engaged in the performance of this Agreement shall continue to be officials, employees or agents of that party and shall not be considered for any purpose to be officials, employees or agents of the other party.

### **LEGAL RELATIONS**

5. Neither party shall be liable for damage or claims which arise from or relate to the performance or non-performance of this Agreement by the other party. Each party shall be responsible only for the negligent acts and omissions of its own officers, employees, and agents, and no party shall be considered the agent of the other.

### **ASSIGNMENT**

6. PUD understands that the City will contract for services to be provided under this agreement and amendments thereto. However, neither party shall assign or convey its interests or obligations under this Agreement without the written consent of the other. There are no third-party beneficiaries of this agreement.

### **DISPUTES**

7. It is expected that any conflicts arising out of the implementation of this Agreement will be resolved at the staff level. In the event that issues cannot be resolved by staff in a timely fashion, the parties agree to elevate the dispute through equivalent management levels of each party, and if necessary to the general manager and City Supervisor.

In the event that a dispute cannot be resolved in the manner described above, they shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

## AMENDMENT

8. This Agreement shall be amended only by written mutual consent of the parties. Amendments to this agreement may be initiated by any of the parties and will become final after written agreement by all parties and appropriate signatories is executed.

## TERMINATION

9. This agreement is effective from the date of signature by all parties and remains in effect until modified by written mutual consent or terminated. Either party may terminate this Agreement upon thirty (30) days written notification to the other party. If this Agreement is so terminated, PUD shall be responsible to the City for performance rendered or costs incurred or contracted for in accordance with the terms of this Agreement prior to the effective date of termination, including the cost of any work contracted for by the City or the cost to the City to terminate the contract for said work.

## CONTRACT MANAGEMENT

10. The contract administrators shall be the persons listed below. The contract administrator for each party shall be responsible for and shall be the contact person for all notices and communications regarding the performance of this Agreement.

Chris Shaff, P.E.  
Planning Engineer  
Skagit County PUD No. 1  
POB 1436  
1415 Freeway Drive  
Mount Vernon, WA 98273  
(360) 848-4465  
shaff@skagitpud.org

Mark A. Freiburger, PE  
Director of Public Works/City Engineer  
City of Sedro-Woolley  
325 Metcalf Street  
Sedro-Woolley, WA 98284  
(360) 855-0771  
mfreiburger@ci.sedro-woolley.wa.us

## GOVERNANCE

11. This Agreement is entered into and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable state and federal constitution statutes and rules;
- Statement of work; and
- Any other provisions of the Agreement, including materials incorporated by reference.

**WAIVER**

12. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the party and attached to the original Agreement.

**SEVERABILITY**

13. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of the Agreement, and to this end the provisions of this Agreement are declared to be severable.

**ALL WRITINGS CONTAINED HEREIN**

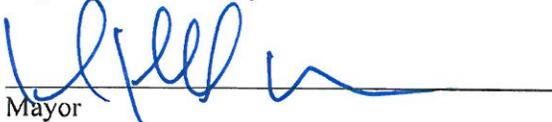
14. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

**ADDITIONAL PROVISIONS**

15. This Agreement does not create any separate legal entity, create any joint organization, establish any common budget, nor authorize the joint acquisition of any personal or real property.

DATED this 30<sup>th</sup> day of January, 2013.

City of Sedro-Woolley

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
Deputy Clerk Finance Director

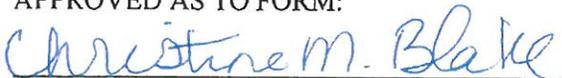
APPROVED AS TO FORM:

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

PUBLIC UTILITY DISTRICT NO. 1 OF  
SKAGIT COUNTY

  
\_\_\_\_\_  
Robert B. Powell, General Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Christine M. Blake

## 8.8 SKAGIT PUD WATERLINE DESIGN (NEW SECTION)

### 70% PS&E

The CONSULTANT shall prepare 70% plans, specifications, quantities, and cost estimates (PS&E) for a 6-inch AC and 8-inch AC water main replacement to 8-inch ductile iron (approximately 1,100 lf), and replacing three (3) one-inch service connections and one (1) two-inch service connection within the project limits. Approximate lengths of the waterline replacement along each road within the project are as follows:

- Washington Street - 460 lf of pipe replacement and two (2) one-inch service connections.
- SR 20 – 640 lf of pipe replacement, one (1) one-inch service connection and one (1) two-inch service connection, and one fire hydrant. Included in the 640 lf of pipe are two crossings under SR 20.

#### **Deliverables:**

- 5 copies of the 70% Preliminary Design Plan Set (11"x17" at 1" = 40' scale).
- 5 copies of the 70% Contract Specifications.
- 5 copies of the 70% Preliminary Construction Estimate.

#### **Assumptions:**

- Separate plan sheets will be prepared for the waterline replacement. Plan sheets will include plan/profile and details.
- Pavement replacement details will be prepared for these improvements. The quantities will be included in either the roadway bid schedule or a separate schedule. The specifications, quantities, and estimate will follow the format for the SR 20, Cook Road Realignment and Extension Project (WSDOT format). Applicable Skagit water standard details will be added in the Appendix.
- Non-standard details will be added to the plan set. Special provisions will be added to the specification package being prepared for the project.
- Quantities for the waterline work will be prepared and included in a separate schedule in the bid proposal. It is assumed that no additional topographic survey or geotechnical investigations will be conducted by the CONSULTANT. Any pothole operations will be negotiated as a separate supplement with the City and Skagit PUD.
- Skagit PUD to provide electronic copies of standard details and notes in PDF and AutoCAD format.
- Skagit PUD to provide standard specifications and general notes in PDF and MS Word 97 format.
- No additional survey will be required. If additional survey is required, services will be negotiated under a separate supplement.

## **90% PS&E**

The CONSULTANT shall prepare the following in accordance with Skagit PUD's and the CITY's 70% completion level review comments and coordination meeting, and in accordance with regulatory agency permit conditions:

- Modifications and/or revisions in response to Skagit PUD/City review comments from the 70% design plan set and coordination meeting – 90% Completion submittal.
- Modifications and/or revisions in response to Skagit PUD/CITY review comments from the 70% design specifications set and coordination meeting – 90% Completion submittal.
- Modifications and/or revisions in response to Skagit PUD/CITY review comments from the 90% design cost estimate and coordination meeting – 90% Completion submittal.

### **Deliverables:**

- 5 copies of the 90% Design Plan Set (11"x17" at 1" = 40' scale).
- 5 copies of the 90% Contract Specifications.
- 5 copies of the 90% Construction Estimate.

### **Meetings:**

- One (1) 70% Design Review Meeting.

### **Assumptions:**

- The 70% review comments will be compiled by Skagit PUD into one document, and conflicting comments will be worked out by Skagit PUD prior to submitting the comments to the CONSULTANT.

## **Final Contract Documents (100% Completion)**

The CONSULTANT shall prepare the following in accordance with Skagit PUD's and the CITY's 90% completion level review comments and coordination meeting, and in accordance with regulatory agency permit conditions:

- Modifications and/or revisions in response to Skagit PUD's/City's review comments.
- Final design of project elements.
- Special provisions and listing of Skagit PUD's standard specifications, with fill-ins, to be incorporated into the construction contract documents.
- Preparation of a final (100% completion) list of bid items and quantities, and a construction cost estimate for a set of signed and reproducible construction contract documents.

The CONSULTANT shall assemble all plan sheets, general and special provisions, cost estimates, and associated documentation for submittal as an Ad Ready PS&E package.

### **Deliverables:**

- 1 copy (plan set on 11"x17" at 1" = 40' scale) of the final Ad Ready PS&E package stamped by a licensed professional engineer in the state of Washington, and an electronic PDF copy.

**Assumptions:**

- The 90% review comments will be compiled by Skagit PUD into one document, and conflicting comments will be worked out by Skagit PUD prior to submitting the comments to the CONSULTANT.

**Exhibit E-1**  
**Consultant Fee Determination - Summary Sheet**  
**SR 20, Cook Road Realignment and Extension Project**  
**Supplement No. 2**  
 City of Sedro-Woolley

David Evans and Associates, Inc.

| Work Element # | Work Element                       | 1                      | 3                                    | 4                            | 5                      | 6                          | 7                                      | 8                  | 9                     | 10                         | 11                       | 12                              | DEA Total  | Total \$        |
|----------------|------------------------------------|------------------------|--------------------------------------|------------------------------|------------------------|----------------------------|--|--------------------|-----------------------|----------------------------|--------------------------|---------------------------------|------------|-----------------|
|                |                                    | Project Manager (PMGR) | Managing Professional Engr/QC (MGPE) | Professional Engineer (PFEN) | Design Engineer (DEEN) | Sr. CADD Technician (SCAD) | Prof. Engineer - Transportation (PFEN) | GIS Manager (GISM) | Survey Manager (SVYM) | Prof. Land Surveyor (PLSU) | Survey Technician (SVTE) | Administrative Assistant (ADMA) |            |                 |
|                | direct rates:                      | \$58.50                | \$58.50                              | \$43.00                      | \$33.00                | \$33.50                    | \$42.50                                | \$34.00            | \$60.75               | \$39.00                    | \$31.50                  | \$27.50                         |            |                 |
|                |                                    | Total hrs              | Total hrs                            | Total hrs                    | Total hrs              | Total hrs                  | Total hrs                              | Total hrs          | Total hrs             | Total hrs                  | Total hrs                | Total hrs                       | Total hrs  | Total \$        |
| <b>8.8</b>     | <b>Skagit PUD Waterline Design</b> |                        |                                      |                              |                        |                            |  |                    |                       |                            |                          |                                 |            |                 |
| 8.8a           | Meetings with Skagit PUD           | 4                      |                                      | 4                            |                        |                            |  |                    |                       |                            |                          |                                 | 8          | \$1,239         |
| 8.8b           | 70% PS&E                           | 8                      | 4                                    | 24                           |                        | 16                         |  |                    |                       |                            |                          | 4                               | 56         | \$7,262         |
| 8.8c           | 90% PS&E                           | 8                      | 4                                    | 16                           |                        | 8                          |  |                    |                       |                            |                          | 4                               | 40         | \$5,395         |
| 8.8d           | 100% Final PS&E                    | 4                      | 2                                    | 4                            |                        | 2                          |  |                    |                       |                            |                          | 2                               | 14         | \$1,968         |
|                | <b>Work Element 8.8 Subtotal</b>   | <b>24</b>              | <b>10</b>                            | <b>48</b>                    |                        | <b>26</b>                  |  |                    |                       |                            |                          | <b>10</b>                       | <b>118</b> | <b>\$15,864</b> |

FEB 13 2013

RESOLUTION NO. \_\_\_\_\_-13

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 31

**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:

**Martin Yale burster model 970A; old inventory tag #01877**

**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 13<sup>th</sup> day of February, 2013.

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

Attest:

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

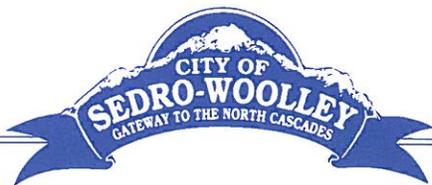
Approved as to form:

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

FEB 13 2013

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

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SUBJECT: PUBLIC COMMENT

Name:  
Address:  
Narrative:

CITY COUNCIL AGENDA  
REGULAR MEETING

CITY OF SEDRO-WOOLLEY  
RECEIVED ON

FEB 13 2013

JAN 17 2013

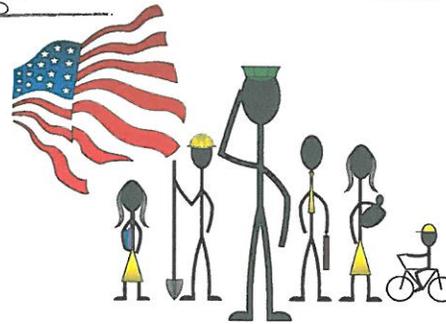
7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 5

Time: \_\_\_\_\_  
initials: \_\_\_\_\_

January 17, 2013

SW Community Troop Support  
P.O. Box 817  
Sedro-Woolley, WA 98284

City of Sedro-Woolley  
325 Metcalf St.  
Sedro-Woolley, WA 98284



Re: City of Sedro-Woolley Code # 12.36.025, Ord. 1588-07 ; 1, 2007

Attention: City Council

Dear Council Members

I am writing to you in matters pertaining to the Sedro-Woolley Community Troop Support (SWCTS), with a request to have a specific event added to the list events that are shown in the above referenced Code, a copy of which has been attached for your convenience and reference.

SWCTS is a community organization that has been serving as a local venue for sending care packages to U.S. Military troops serving overseas, primarily during the Christmas Season. Our recipients are names that have been submitted to us by people living and working in Sedro-Woolley and other local communities.

SWCTS started as an employee project at Janicki Industries back in 2004. We have since grown into a nonprofit community entity, identified by the IRS with Non-Profit EIN 30-0502810. We have developed several successful outreaches in order to accomplish our Troop Support goals, including the collection of care package donations from members of the community, and various fundraisers – the main fundraiser of which is the Yellow Ribbon Motorcycle Poker Run. \* SWCTS has a license from the Washington State Gambling Commission to operate our Poker Run, as well as other raffle activities that we hold throughout each Troop Support Campaign year.

SWCTS would like to take this opportunity to ask that the Yellow Ribbon Motorcycle Poker Run (aka, Yellow Ribbon Run) be added to the list of community events authorized to use city-owned facilities free of charge. The Yellow Ribbon Run has been growing with great success, with increasing numbers of participants, as well as an increasing number of supporters from individuals and businesses that donate prizes and services for this event. It is growing because people have a sincere desire to help SWCTS with their Troop Support efforts!

We began a search to find a location that would accommodate the growth needs of the landing destination for this year's event, and we were fortunately able to secure the use of the Amphitheater and large kitchen area at Riverfront Park.

In planning for the future, we would like to host the Yellow Ribbon Motorcycle Poker Run at the Riverfront Park, using these requested facilities, on the LAST Saturday in July of each year.

However, it would be much more beneficial to our efforts if we could obtain the use of those facilities free of charge. Paying the \$400 fee each year would cut deeply into our budget for postage, boot socks, certain food goods, and other items that we inevitably purchase to supplement the items donated to us from the community in order to send the quality care packages that our Troops so richly deserve.

For reference, we host a party at the landing destination that includes family friendly live music; a lunch of some sort for the fundraiser participants; awarding the Poker Run prizes; and a 50/50 raffle; and a lot of Troop Support fellowship!

We would also like to include a collection of care package donations, as well as the development of a formal motorcycle show into the list of activities, if we are able to establish Riverfront Park as our home for this particular event.

Members of the community would be encouraged to join us with donations of cash and care package items, and participate in other Troop Support activities that may be available during this annual event.

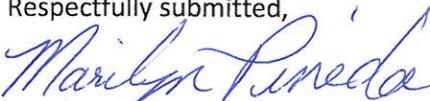
- We do not serve alcohol at any SWCTS events.
- Our Yellow Ribbon Motorcycle Poker Run participants have always shown themselves to be wonderful, community orientated people with a passion to help us in our Troop Support efforts. Most of our participants are veterans, themselves.

I have done some checking with the Clerk's office, and our Yellow Ribbon Run event does not conflict with any other regularly scheduled event here in Sedro-Woolley. I am aware of the concert series that the SW Rotary hosts on weekend evenings in the summer, and I have been assured by John Hunter that it would not interfere with those activities, due to the fact that the concert series has been moved to Sunday evenings. Even if Rotary decides to move their Concerts back to Saturday, we would still not conflict because our event is generally finished by 4:30 – 5:00, before the Rotary would need the stage area. In fact, the SWCTS event may even help with the attendance of Rotary evening activities, and visa versa, should the Rotary switch back to Saturday evenings.

I would also like to ask that fees already paid by SWCTS for 2013 be refunded if the request to be added to the list of authorized community events whose fees are waived for city-owned facilities is accepted and granted.

Thank you for your time and consideration on this matter.

Respectfully submitted,



Marilyn Pineda

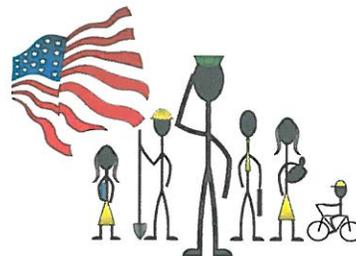
Coordinator

SW Community Troop Support

[www.swcommunitytroopsupport.com](http://www.swcommunitytroopsupport.com)

EIN 30-0502810

(360)202-8128



administrative fee of fifteen dollars plus the daily fee established in subsection B of this section for the period being reserved at the time the reservation is made.

3. The large covered eating area at the Riverfront Park may be reserved by paying a fee at the time the reservation is made as follows: for residents, one hundred seventy-five dollars; and for all others, two hundred fifty dollars.

4. The small covered eating area at the Riverfront Park may be reserved by paying a fee at the time the reservation is made as follows: for residents, one hundred twenty-five dollars; and for all others, two hundred dollars.

5. The Memorial Park shelter may be reserved by paying a fee at the time the reservation is made as follows: for residents, one hundred dollars; and for all others, one hundred fifty dollars.

6. The Bingham Park shelter may be reserved by paying a fee at the time the reservation is made as follows: for residents, one hundred dollars; and for all others, one hundred fifty dollars.

7. The Hammer Heritage Square may be reserved by paying a fee at the time the reservation is made as follows: for residents, one hundred dollars; and for all others, two hundred dollars, except, that the city council may authorize the use of this facility free of charge to the Sedro-Woolley Farmers Market on an annual basis.

8. If the reservation for park facilities is not canceled at least sixty days before the reservation date, it will not be refunded without approval of the mayor, or his/her designee. If the covered eating area is not reserved, it is available to the public without charge on a first-come, first-served basis. Reservations may be made at the city clerk's office. (Ord. 1643-09 § 1, 2009; Ord. 1596-07 §§ 1, 2, 2007; Ord. 1566-07 § 1, 2007; Ord. 1403-01 § 1, 2001; Ord. 1396-00 § 1, 2000; Ord. 1347-99 § 1, 1999; Ord. 1258-96 § 1, 1996; Ord. 1202 § 1, 1994; Ord. 1126 § 2, 1993)

#### **12.36.025 Fee waivers for city-owned facilities.**

City facilities may be utilized free of any charge for rental or utilities by the city of Sedro-Woolley any city use and for certain community events sponsored by and authorized by the council including the following events: Founders' Day, Loggerodeo (includes 4th of July), City of Lights Festival, and Thanksgiving. Additional events may be authorized at the discretion of the council. (Ord. 1588-07 § 1, 2007)

#### **12.36.030 Community center facility.**

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

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

**Christine Salseina**

---

**From:** Eron Berg  
**Sent:** Thursday, January 24, 2013 8:33 AM  
**To:** Nathan Salseina  
**Cc:** Christine Salseina (csalseina@ci.sedro-woolley.wa.us)  
**Subject:** RE: SW Community Troop Support

Christine,

Would you please put the request on the consent calendar for the next meeting, along with Nathan's email regarding impacts on staff?

Thanks,

Eron

---

**From:** Nathan Salseina  
**Sent:** Thursday, January 24, 2013 7:39 AM  
**To:** Eron Berg  
**Subject:** SW Community Troop Support

Eron,

I spoke with Marilyn Pineda from the SW Community Support Group regarding their request of waiver of fees for Riverfront Park.

I don't anticipate any additional staffing time or resources for their event. They have volunteers that handle moving tables, cleanup and any other things that we normally do. Setup of the amphitheater electrical system is something that the park caretaker does for events anyway as part of their position.

Nathan

FEB 13 2013

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

# Memorandum

**To:** City Council & Mayor Anderson  
**From:** Patsy Nelson *Patsy*  
**Date:** 1/30/2013  
**Re:** Business Licensing Services Agreement

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## Background

The City of Sedro-Woolley's partnership agreement with the State of Washington for business licensing services is scheduled to expire in 2016. The State moved its Business Licensing Services from the Department of Licensing to the Department of Revenue and needs to have the agreement transferred between the two Departments. The easiest method for the State to reassign the contract is to issue a new partnership agreement.

## Recommendation

Move to authorize Mayor Anderson to sign the attached partnership agreement with the Washington State Department of Revenue for business licensing services.

BUSINESS LICENSING SERVICES AGREEMENT

I. Parties and Contact Information

This Business Licensing Services Agreement ("Agreement") is entered into between the parties identified below:

|   |               |
|---|---------------|
| State of Washington<br>Department of Revenue<br>Business Licensing Services | Sedro Woolley |
| ("Revenue")   | ("Partner")   |

|                 |  |   |
|-----------------|--|---|
| Mailing Address | PO Box 47475<br>Olympia, WA 98504-7475 | 325 Metcalf Street<br>Sedro Woolley, WA 98284 |
|-----------------|--|---|

|                  |  |   |
|------------------|--|---|
| Delivery Address | 6500 Linderson Way SW, Ste 102<br>Tumwater, WA 98501 | 325 Metcalf Street<br>Sedro Woolley, WA 98284 |
|------------------|--|---|

|                 |   |   |
|-----------------|---|---|
| Contact Person: | Maria Moore<br>Phone: (360) 705-6641<br>FAX: (360) 705-6699<br>E-Mail: <a href="mailto:mariam@dor.wa.gov">mariam@dor.wa.gov</a> | Patsy Nelson, Finance Director<br>Phone: (360) 855-9925<br>FAX: _____<br>E-Mail: <a href="mailto:pnelson@ci.sedro-woolley.wa.us">pnelson@ci.sedro-woolley.wa.us</a> |
|-----------------|---|---|

II. Purpose.

The purpose of this Agreement is to establish the terms under which the Business Licensing Services Division of the Department of Revenue will act as Partner's agent for the purpose of collecting, processing, and disbursing information, licenses, and fees related to Partner's licensing or other regulatory activities. Partner retains all power and authority over its business licensing and other regulatory activities except as expressly delegated to Revenue under this Agreement.

III. Effective date.

This Agreement is effective as of (*check one*):  (mm/dd/yyyy).  
 the date of the last signature of the parties.

IV. Services provided by Revenue

Revenue will perform the services identified in this Section IV using best efforts in a manner determined by Revenue in good faith to be appropriate considering objectives, costs, and effectiveness.

- Distribute and process initial and renewal internet and/or paper-based applications for Partner's business licensing and/or other regulatory activities.
- Collect and process license fees and licensing information received from applicants and licensees. Disburse collected fees as directed by Partner.
- Issue Business License with Partner's license endorsement as authorized by Partner.
- Provide routine reports on Partner's business licenses as requested by Partner, which may include daily lists of new business applications and renewals, fees processed each day, weekly list of pending accounts, and lists of businesses for which fees have been transferred.

- Maintain electronic or microfilm images of all paper documents and electronic representations of electronic filings received by Revenue from applicants and provide copies or certified copies as requested.
- Maintain a database containing information received from applicants and licensees (the BLS Database).
- Provide technical assistance to establish and configure appropriate BLS Database access and secure access for Partner staff.
- Provide initial training to Partner staff in the use of the BLS Database, and ongoing training to address changes to the BLS database/access protocols or in Partner staff. Training will occur at Partner's location, over the telephone, or online, as agreed upon by the parties.
- Effect reasonable modifications in the BLS system, database, process, or forms to accommodate Partner's licensing or other regulatory requirements. Revenue will consult with Partner in evaluating alternatives and determining the most feasible and timely means of achieving Partner objectives.
- Timely notify Partner of other modifications to the BLS system, database, process, or forms, including modifications accommodating other BLS partners.

#### V. Partner obligations

- Timely provide Revenue with all information requested to implement Partner's participation in the BLS program.
- Follow all requirements identified by Revenue as necessary for participation in the BLS program, including using :
  - The Business License Application and other forms and processes established by Revenue;
  - The "Business License" document for proof of licensure under Partner's licensing or regulatory program.
  - The Unified Business Identifier (UBI) number to identify licensees and license accounts in all communications with Revenue.
- Obtain and maintain at its own cost, all necessary equipment and on-line services required at Partner's business location(s) to support Partner's access into and use of the BLS Database. End-to-end testing will take place until such time as Revenue is satisfied.
- Ensure Partner Licensing and Information Technology staff are available to respond promptly to Revenue. Partner staff will be knowledgeable of Partner operations and/or technology and be able to assist Revenue staff with process improvements and/or troubleshooting.
- Provide timely advance notice to Revenue of potential changes to Partner business licensing requirements, fees or processes.
- Upon request by Revenue, provide statistical data associated with the BLS Partner Partnership Agreement such as Full Time Equivalent (FTE) savings, change in number of Partner licensees, and change in revenue flow.

#### VI. Compensation

Services identified in this Agreement are provided by Revenue at no charge with the exception of the following:

- Partner shall reimburse Revenue for all fees charged by credit card processors and/or financial institutions upon any funds charged, collected, or refunded by Revenue in processing applications and /or collecting fees related to Partner's licensing or other regulatory activities.
- Partner shall reimburse Revenue the costs of developing and producing ad hoc informational reports. Ad hoc reports will be created only if requested by the Partner and agreed-upon by Revenue.
- Partner shall reimburse Revenue's expenses for the implementation of changes to the BLS process, if requested by the Partner and agreed-upon by Revenue.
- All project coordination costs, including travel-related expenses, shall be absorbed by the respective parties for their own staff.
- The Partner shall reimburse Revenue for Partner's share of mainframe charges from the Department of Enterprise Services. Partner's share includes per inquiry/entry charge for access and usage of the BLS system, costs required to transmit Word document reports, and costs associated with ad hoc reports requested (if any).

#### VII. Billing procedures.

Partner will provide and maintain with Revenue its current billing addresses and the personnel, if any, to whom invoices should be directed. Revenue shall submit invoices to Partner as-needed, but in no event more frequently than monthly. Partner shall pay all invoices by warrant or account transfer within thirty (30) calendar days of the invoice issue date. Upon expiration or termination of this Agreement, any claim for payment not already made shall be submitted within ninety (90) calendar days after the expiration/termination date or the end of the fiscal year, whichever is earlier.

#### VIII. Confidentiality and data sharing.

The parties agree to the confidentiality and data sharing provisions set forth in Exhibit A and incorporated herein by this reference.

#### IX. Term and Termination.

This agreement is effective until terminated. Either party may terminate this Agreement upon ninety (90) calendar days' prior written notice to the other party.

#### X. Disputes.

The parties agree to participate in good faith mediation to resolve any disputes that are not otherwise resolved by agreement, prior to any action in court or by arbitration. At any time, either party may initiate formal mediation by providing written request to the other party setting forth a brief description of the dispute and a proposed mediator. If the parties cannot agree upon a mediator within fifteen (15) calendar days after receipt of the written request for mediation, the parties shall use a mediation service that selects the mediator for the parties. Each party shall be responsible for one-half of the mediation fees, if any, and its own costs and attorneys' fees.

#### XI. Miscellaneous.

- A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this Agreement must be commenced in Thurston County, Washington.
- B. Interpretation. This Agreement shall be interpreted to the extent possible in a manner consistent with all applicable laws and not strictly for or against either party.

- C. No Waiver. The failure of either party to enforce any term in any one or more instance will not be construed as a waiver or otherwise affect any future right to insist upon strict performance of the term. No waiver of any term of this Agreement shall be effective unless made in writing and signed by personnel authorized to bind the party against whom enforcement is sought.
- D. Assignment and Delegation. Either party may assign any right or interest, or delegate any duty or obligation, arising under this Agreement upon thirty (30) days written notice to the other party.
- E. Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall be given effect to the extent consistent with applicable law and the fundamental purpose of this Agreement.
- F. Survival. Terms of this Agreement which by their nature would continue beyond termination will survive termination of this Agreement for any reason, including without limitation, Sections 3 through 7 in Exhibit A.
- G. No third party beneficiaries. This Agreement is for the benefit of the parties and their successors and may not be enforced by any non-party.
- H. Amendments. No amendment to this Agreement is enforceable unless made in writing and signed by personnel authorized to bind the party against whom enforcement is sought.
- I. Merger and integration. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.
- J. Changes in law. The provisions of this Agreement shall be deemed to change in a manner that is consistent with any changes to any directly applicable statutory authority, provided that the change is consistent with the manifest intent of this Agreement and does not conflict with any of its express provisions. Any such change to this Agreement shall be effective on the effective date of the change in authority.

*IN WITNESS WHEREOF*, this Agreement is executed effective as of the date specified above.

State of Washington  
Department of Revenue  
Business Licensing Services

Partner

\_\_\_\_\_  
\_\_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_  
Date

Template approved as to form

Approved as to form

ON FILE

\_\_\_\_\_  
Rebecca Glasgow,  
Assistant Attorney General for Washington State

\_\_\_\_\_  
\_\_\_\_\_  
Date

## EXHIBIT A

### CONFIDENTIALITY AND DATA SHARING

#### 1. Purpose and Scope

The following provisions establish the terms under which Revenue and Partner will share Confidential Licensing Information pursuant to the BLS Agency Partnership Agreement (the "Agreement").

#### 2. Definitions

"Confidential Licensing Information" has the same meaning as "Licensing Information" under RCW 19.02.115(1) (b) and includes, but is not limited to, any information included in the master applications, renewal applications, and master licenses under the business licensing service program. Confidential Licensing Information is classified as at least Category 3 data under Washington's Standard for Securing Information Technology Assets, OCIO Standard No. 141.10.

#### 3. Confidentiality

Partner and Revenue each agree to keep confidential and secure from unauthorized use, access, or disclosure, all Confidential Licensing Information received under the Agreement.

- A. **Ensuring Security:** Partner and Revenue shall each establish and implement physical, electronic, and managerial policies, procedures, and safeguards to ensure that all Confidential Licensing Information received by it under this Agreement is secure from unauthorized use, access, or disclosure.
- B. **Electronic Security:** Partner's electronic security policies, procedures, and safeguards must be at least as stringent as those set forth in *Washington's Standard for Securing Information Technology Assets*, OCIO Standard No. 141.10, as amended from time to time.
- C. **Proof of Security.** Revenue reserves the right to monitor, audit, or investigate Partner's security policies, procedures, and safeguards for Confidential Licensing Information. Partner agrees to provide information or proof of its security policies, procedures, and safeguards as reasonably requested by Revenue.

#### 4. Statutory Prohibition Against Disclosure; Secrecy Affidavit.

- A. **Criminal Sanctions.** RCW 19.02.115 prohibits the disclosure of Confidential Licensing Information, except as expressly authorized by RCW 19.02.115. It is a misdemeanor for any person acquiring Confidential Licensing Information under this Agreement to disclose such information in violation of the disclosure limitations stated in RCW 19.02.115. Additionally, if the person is a state officer or employee, the person must forfeit such office or employment and is incapable of holding any public office or employment in Washington for a period of two years thereafter.
- B. Partner will require employees with access to Confidential Licensing Information to sign a copy of the secrecy affidavit attached at Exhibit B.

#### 5. Authorized Use, Access, and Disclosure

- A. **Permitted Uses:** Confidential Licensing Information may be used for official purposes only.
- B. **Permitted Access:** Confidential Licensing Information may be accessed only by Partner's employees and agents that have a bona fide need to access such information in carrying out their official duties.
- C. **Permitted Disclosure:** Confidential Licensing Information received under the Agreement must not be disclosed to non-parties unless the disclosure is:
  - permitted under an express disclosure exception in RCW 19.02.115;

- ordered under any judicial or administrative proceeding; or
  - otherwise expressly authorized by Revenue in writing.
- D. Public Records Requests: In the event that Partner reasonably believes that it must disclose information pursuant a Public Records Request, and Partner is prohibited from disclosing such information under the terms of this Agreement, Partner must give notice to DOR of its intention to disclose. The notice shall be provided at least 14 business days in advance of disclosure, the notice shall contain a copy of the public records request, and the notice shall reasonably identify the information that Partner believes is prohibited from disclosure under this Agreement.

#### 6. Breach of Confidentiality

In the event of any use, access, or disclosure of by Partner or its employees or agents in material violation of the confidentiality terms of this Agreement:

- A. Partner shall notify Revenue in writing as soon as practicable, but no later than three working days, after determining that a violation has occurred.
- B. Revenue may immediately terminate this Agreement and require the certified return or destruction of all records containing Confidential Licensing Information, however, Revenue shall provide Partner with an electronic record containing all information collected for Partner's licensing or other regulatory activities in an electronic medium.

#### 7. Ownership and Retention of Records

Records furnished to Partner in any medium remain the property of Revenue. However, except as otherwise expressly provided in this Agreement, Partner may retain possession of all such records in accordance with its own electronic information and document retention policies.

\*\*\*\*end\*\*\*\*\*

## Confidentiality Affidavit

"Licensing Information" that is collected and maintained through the Business Licensing Service program is confidential and may not be disclosed by any person unless and to the extent expressly authorized by statute.

"Licensing Information" is defined under RCW 19.02.115(1)(b) and includes, without limitation, all information included in any master business license application, renewal application, or master license under the BLS program. It is a misdemeanor for any person to disclose this confidential Licensing Information except under certain limited circumstances.

The Department of Revenue requests that each employee of any city, county, agency, or other entity participating in the BLS program who has access to Licensing Information read and become aware of the definition of "Licensing information," as well as the limitations and exceptions on disclosures.

By signing below, you acknowledge that you have read RCW 19.02.115 and agree to abide by the confidentiality requirements of state law.

State of Washington

County of \_\_\_\_\_

I, \_\_\_\_\_, employed by \_\_\_\_\_  
swear or affirm that I have read the attached statutes and understand their requirements.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Signature of Notary Public)

My appointment expires \_\_\_\_\_

## RCW 19.02.115

### Licensing information — Authorized disclosure — Penalty.

(1) For purposes of this section:

(a) "Disclose" means to make known to any person in any manner licensing information;

(b) "Licensing information" means any information created or obtained by the department in the administration of this chapter and chapters 19.80 and 59.30 RCW, which information relates to any person who: (i) Has applied for or has been issued a license or trade name; or (ii) has been issued an assessment or delinquency fee. Licensing information includes master applications, renewal applications, and master licenses; and

(c) "State agency" means every Washington state office, department, division, bureau, board, commission, or other state agency.

(2) Licensing information is confidential and privileged, and except as authorized by this section, neither the department nor any other person may disclose any licensing information. Nothing in this chapter requires any person possessing licensing information made confidential and privileged by this section to delete information from such information so as to permit its disclosure.

(3) This section does not prohibit the department of revenue from:

(a) Disclosing licensing information in a civil or criminal judicial proceeding or an administrative proceeding:

(i) In which the person about whom such licensing information is sought and the department, another state agency, or a local government are adverse parties in the proceeding; or

(ii) Involving a dispute arising out of the department's administration of chapter 19.02, 19.80, or 59.30 RCW if the licensing information relates to a party in the proceeding;

(b) Disclosing, subject to such requirements and conditions as the director prescribes by rules adopted pursuant to chapter 34.05 RCW, such licensing information regarding a license applicant or license holder to such license applicant or license holder or to such person or persons as that license applicant or license holder may designate in a request for, or consent to, such disclosure, or to any other person, at the license applicant's or license holder's request, to the extent necessary to comply with a request for information or assistance made by the license applicant or license holder to such other person. However, licensing information not received from the license applicant or holder must not be so disclosed if the director determines that such disclosure would compromise any investigation or litigation by any federal, state, or local government agency in connection with the civil or criminal liability of the license applicant, license holder, or another person, or that such disclosure would identify a confidential informant, or that such disclosure is contrary to any agreement entered into by the department that provides for the reciprocal exchange of information with other government agencies, which agreement requires confidentiality with respect to such information unless such information is required to be disclosed to the license applicant or license holder by the order of any court;

(c) Publishing statistics so classified as to prevent the identification of particular licensing information;

(d) Disclosing licensing information for official purposes only, to the governor or attorney general, or to any state agency, or to any committee or subcommittee of the legislature dealing with matters of taxation, revenue, trade, commerce, the control of industry or the professions, or licensing;

(e) Permitting the department's records to be audited and examined by the proper state officer, his or her agents and employees;

(f) Disclosing any licensing information to a peace officer as defined in RCW 9A.04.110 or county prosecuting attorney, for official purposes. The disclosure may be made only in response to a search warrant, subpoena, or other court order, unless the disclosure is for the purpose of criminal tax or license enforcement. A peace officer or county prosecuting attorney who receives the licensing information may disclose that licensing information only for use in the investigation and a related court proceeding, or in the court proceeding for which the licensing information originally was sought;

(g) Disclosing, in a manner that is not associated with other licensing information, the name of a license applicant or license holder, entity type, registered trade name, business address, mailing address, unified business identifier number, list of licenses issued to a person through the master license system established in chapter 19.02 RCW and their issuance and expiration dates, and the dates of opening of a business. The department is authorized to give, sell, or provide access to lists of licensing information under this subsection (3)(g) that will be used for commercial purposes;

(h) Disclosing licensing information that is also maintained by another Washington state or local governmental agency as a public record available for inspection and copying under the provisions of chapter 42.56 RCW or is a document maintained by a court of record and is not otherwise prohibited from disclosure;

(i) Disclosing any licensing information when the disclosure is specifically authorized under any other section of the Revised Code of Washington;

(j) Disclosing licensing information to the proper officer of the licensing or tax department of any city, town, or county of this state, for official purposes. If the licensing information does not relate to a license issued by the city, town, or county requesting the licensing information, disclosure may be made only if the laws of the requesting city, town, or county grants substantially similar privileges to the proper officers of this state; or

(k) Disclosing licensing information to the federal government for official purposes.

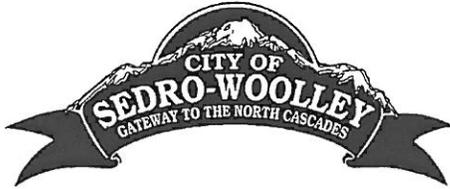
(4) The department may refuse to disclose licensing information that is otherwise disclosable under subsection (3) of this section if such disclosure would violate federal law or any information sharing agreement between the state and federal government.

(5) Any person acquiring knowledge of any licensing information in the course of his or her employment with the department and any person acquiring knowledge of any licensing information as provided under subsection (3)(d), (e), (f), (j), or (k) of this section, who discloses any such licensing information to another person not entitled to knowledge of such licensing information under the provisions of this section, is guilty of a misdemeanor. If the person guilty of such violation is an officer or employee of the state, such person must forfeit such office or employment and is incapable of holding any public office or employment in this state for a period of two years thereafter.

[2011 c 298 § 12.]

CITY COUNCIL AGENDA  
REGULAR MEETING

FEB 13 2013



7:00 P.M. COUNCIL CHAMBERS Sedro-Woolley Municipal Building  
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

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MEMO TO: City Council  
FROM: Eron Berg  
RE: PUD water utility franchise ordinance  
DATE: February 13, 2013

ISSUE: Should the Council adopt the attached ordinance granting the PUD a water franchise in the City of Sedro-Woolley?

BACKGROUND: The city and the PUD have long had a relationship in our rights-of-way. PUD has been the exclusive purveyor of water in the city limits for decades and has operated without a franchise agreement for this period. The city has long-owned some, but not all, of the fire hydrants within the city's limits. Fire hydrants provide two critical needs, one for fire flow to help with fire suppression and two, for routine maintenance of the PUD's water lines.

This franchise ordinance is intended to give the PUD the exclusive right to provide water in Sedro-Woolley, authorize its use of the city's rights-of-way, address how the entities will work together in those rights-of-ways, transfer ownership of all city-owned fire hydrants to the PUD, and transfer maintenance responsibilities for those hydrants to the PUD.

This ordinance is drafted to be identical for Mount Vernon, Burlington and Sedro-Woolley. All three of the cities' attorneys and the PUD have reviewed this draft.

RECOMMENDATION: FIRST READING; looking for comments and concerns, please.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF [SEDRO-WOOLLEY, MOUNT VERNON, BURLINGTON], WASHINGTON, GRANTING UNTO ~~THE SKAGIT PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON, A MUNICIPAL CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE, AUTHORITY AND NONEXCLUSIVE FRANCHISE FOR TWENTY YEARS, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR A WATER SYSTEM, IN, ACROSS, OVER, ALONG, UNDER, THROUGH AND BELOW THE FRANCHISE AREA OF THE CITY OF [SEDRO-WOOLLEY, MOUNT VERNON, BURLINGTON], WASHINGTON.~~

WHEREAS, the Skagit Public Utility District No. 1 of Skagit County, has requested that the City Council grant it a nonexclusive franchise; and

WHEREAS, the Skagit Public Utility District No. 1 of Skagit County does not currently own fire hydrants in the city limits, but needs access to and control over these hydrants for system maintenance, flushing and to maintain public health and system integrity; and

WHEREAS, the City Council has the authority to grant franchises for the use of its streets and other public properties (RCW 35A.47.040).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF [SEDRO-WOOLLEY, MOUNT VERNON, BURLINGTON], WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:

**Section 1. Definitions.** Where used in this Franchise Agreement the following terms shall mean as follows:

A. "Facilities" or "Water Facilities" means, collectively, a water distribution system including pipes, manholes, pumping stations, mains, valves, controls, telemetry systems, other underground and above grade infrastructure, and other necessary or reasonably convenient appurtenances thereto. The terms "Facilities" and/or "Water Facilities" does not include infrastructure utilized to provide telecommunications services that are not solely dedicated to telemetry systems.

B. "Franchise Area" means any, every and all of the public roads, streets, avenues, alleys, highways and rights-of-way of the City as now laid out, platted, dedicated or improved in The PUD's service area within the present corporate boundaries of the City

C. "Hazardous Substance" shall mean any material or substance which does cause or may cause environmental pollution or contamination (and associated liability and clean-up costs related thereto) as defined under applicable state and federal laws, rules, and regulations, including, but not limited to, the Model Toxics Control Act (RCW 70.105D), and Washington State Department of Ecology Cleanup Regulations (WAC 173-340); the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986 (PL 99-499); the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 15 U.S.C. Section 2601, et seq.; the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. Section 1601, et seq.; the Clean Water Act, 33 U.S.C. Section 1251, et seq.; and in the rules or regulations adopted and guidelines promulgated pursuant to said laws.

D. "Public Works Project" means any capital improvement, maintenance, and/or repair within the Franchise Area that is undertaken by the City (and/or by the City's contractors), regardless of the source of the City's funds for said capital improvement, maintenance, and/or repair within the Franchise Area (including, but not limited to, parks, roads and/or streets, sidewalks, curbs, pedestrian and/or vehicle traffic, and storm water facilities). For the avoidance of doubt, the term "Public Works Project" shall include any such capital improvement, maintenance, and/or repair undertaken by the City which requires the relocation of the PUD's Facilities within the Franchise Area, even if such capital improvement, maintenance, and/or repair entails, in part, related work performed by and/or for a Third Party municipality (including special

purpose districts) under a valid interlocal agreement (or other valid contractual agreement or obligation) between the City and such municipality (including special purpose districts). The term "Public Works Project" shall not include any improvements or repairs independently made or undertaken by a private third party.

**Section 2. Franchise Granted.**

A. Term. Pursuant to RCW 35A.47.040, the [City of Sedro-Woolley, City of Mount Vernon, City of Burlington], a Washington municipal corporation (hereinafter the "City"), the hereinafter clauses should appear earlier in the document, as references to City and PUD appear in Section 1 paragraphs hereby grants to Skagit Public Utility District No. 1 of Skagit County, a municipal corporation organized under the laws of the State of Washington (hereinafter the "PUD"), its heirs, successors, legal representatives and assigns, subject to the terms and conditions hereinafter set forth, a franchise for a period of 20 years, beginning on the effective date of this ordinance.

B. Extension of Term. The PUD and City may mutually agree to extend the term of this franchise on substantially the same terms and conditions as set forth herein for up to two extensions of five years per extension.

C. Rights Granted. This franchise grants the PUD the right, privilege and authority to construct, operate, maintain, replace, and use all necessary equipment and facilities for a water system, in, under, on, across, over, through, along or below the Franchise Area, as approved under City permits issued pursuant to this franchise. Nothing contained in this Franchise is to be construed as granting permission to The PUD to go upon any other public place other than those types of public places specifically identified above. Permission to go upon any other property owned or controlled by the City, including but not limited to parks grounds, must be obtained on a case-by-case basis from the City.

**Section 3. Non-Exclusive Franchise Grant.** This franchise is granted upon the express condition that it shall not in any manner prevent the City from granting

further franchises for other utilities or services in, along, over, through, under, below or across the Franchise Area. This Agreement is intended to convey only a limited, non-exclusive, right and interest and is not a warranty of title or interest in the City roads or rights-of-way that comprise the Franchise Area. Such franchise shall in no way prevent or prohibit the City from using any of said roads, streets or other public properties or affect its jurisdiction over them or any part of them, and the City shall retain power to make all necessary changes, relocations, repairs, maintenance, establishment, improvement, dedication of same as the City may deem fit, including the dedication, establishment, maintenance, and improvement of all new rights-of-way, thoroughfares and other public properties of every type and description. It is provided, however, the City agrees not to compete with the PUD as a water system or provider of water in the current service area of the PUD during the period of this Franchise, Provided that the City's exercise of its own water rights for the purpose of irrigating real property owned or leased by the City shall not be construed as competing with the PUD.

**Section 4. Coordination, Shared Excavations.**

A. Coordination. The City and the PUD shall each exercise all best reasonable efforts to coordinate any construction work that either may undertake within the Franchise Area so as to promote the orderly and expeditious performance and completion of such work as a whole. Such efforts shall include, at a minimum, reasonable and diligent efforts to keep the other party and other utilities within the Franchise Area informed of its intent to undertake such construction work. The City and the PUD shall further exercise best reasonable efforts to minimize any delay or hindrance to any construction work undertaken by themselves or other utilities within the Franchise Area.

B. Use of Excavations. If, at any time or from time to time, either the City or the PUD shall cause excavations to be made within the Franchise Area, the party causing such excavation to be made shall afford the other, upon receipt of a written

request to do so, an opportunity to use such excavation, provided that: (1) such joint use shall not unreasonably delay the work of the party causing the excavation to be made; (2) such joint use shall be arranged and accomplished on terms and conditions satisfactory to both Parties; and (3) either party may deny such request for reasonable safety reasons. The provisions of this Section shall survive the expiration or termination of this franchise agreement.

### **Section 5. Installation of Water Facilities**

A. Applicable Standards. All work performed by the PUD under this Agreement shall be performed in accordance with permit(s) issued by the City, in compliance with the City Utility Policy and City Road Standards, together with all applicable federal laws and regulations, and the laws and regulations of the State of Washington, the provisions of any applicable City codes, ordinances, regulations, standards and procedures as now exist or as may be hereafter amended or superseded.

B. Interference. The PUD's Facilities shall be located and maintained within the Franchise Area so as not to interfere with the free passage of pedestrian and/or vehicle traffic therein, or with the reasonable ingress or egress to the properties abutting the Franchise Area as they exist at the time of installation of the Facilities in accordance with the laws of the State of Washington and the ordinances and regulations of the City. The City shall cooperate with the PUD to provide and allow temporary road closures as may be reasonably necessary for the construction or maintenance of the PUD's Facilities within the Franchise Area.

C. Restoration. The PUD shall restore the surface of the Franchise Area that is disturbed or damaged by the PUD through the installation or maintenance of its facilities within the Franchise Area, to at least the same condition as existed immediately prior to any such work. The City shall have final approval of the condition of the Franchise Area after restoration pursuant to the provisions of applicable City

codes, ordinances, regulations, standards, policies, and procedures as now exist or as may be hereafter amended or superseded. Should the PUD cause or leave any portion of the Franchise Area to be damaged or disturbed by the performance of this Agreement in a condition that the City reasonably determines to be unsafe, or otherwise fails to meet the City's Utility Policies or City Road Standards (as determined by the City), then the City may after notice of not less than five (5) days to the PUD (which notice shall not be required in case of an emergency), perform or have performed any and all work considered necessary to restore to a safe condition that portion of the Franchise Area so damaged or disturbed by the PUD, and the PUD shall pay to the City the reasonable cost of such work performed by the City.

D. Restoration of Monuments. All survey monuments which are disturbed or displaced by the PUD in its performance of any work under this Franchise shall be referenced and restored by the PUD, as per WAC 332-120, as from time to time amended, and all pertinent federal, state, and local standards and specifications.

**Section 6. Relocation of Water Facilities.**

A. Pre-Design Planning. Pursuant to RCW 35.21.905, the City shall reasonably consult with the PUD in the pre-design phase of any Public Works Project anticipated to require the relocation of any Facilities. Such consultation shall include reasonable written notice to the PUD of the proposed relocation to the PUD's Facilities to be provided at least 90 days prior to the commencement of such Project, or such lesser time as the parties may mutually agree, together with copies of pertinent portions of the plans and specifications for the City's Public Works project necessitating the relocation, PROVIDED, that asphalt overlays that require height adjustments to The PUD's Facilities, shall not be subject to the terms of this Section 6. Whenever the PUD's Facilities are required to be adjusted in height due to an asphalt overlay, the PUD will be responsible for the full cost and expense of any such adjustments. In lieu of the PUD performing the height adjustments, the City may consider a direct payment

from the PUD to the City for the City's actual costs and expenses incurred to perform such work (when the PUD and City may both agree that a direct payment is in the best interest of both parties), and such payment shall be made to the City by the PUD within thirty (30) days of receipt of an invoice from the City. If the PUD is otherwise required to raise the PUD's Facilities pursuant to an asphalt overlay, the City shall provide at least sixty (60) days' notice before such Facilities need to be raised.

B Cost of Relocation. Subject to subsection A, whenever the City causes the construction of any Public Works Project within the Franchise Area and such construction requires the relocation of the PUD's Facilities from their existing location within the Franchise Area, such relocation shall be accomplished by the PUD at no cost, expense, or liability to the City, and within timeframes specified by the City. The site of any relocated facilities shall be determined and mutually approved by the City and the PUD. The cost of acquiring additional real property to accommodate The PUD's facilities shall be borne by the PUD.

C. Alternatives to Relocation. The PUD may, after receipt of written notice requesting a relocation of its facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise the PUD in writing if one or more of the alternatives is suitable to accommodate the work which would otherwise necessitate relocation of the facilities. If so requested by the City, the PUD shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by the PUD full and fair consideration. In the event the City ultimately determines that there is no other reasonable alternative, the PUD shall relocate its facilities as otherwise provided in this Section. Provided, however, the parties agree to exercise good faith, reasonable and timely decision making especially when issues arise in the field pertaining to relocations.

D. Timing of Relocation. To the maximum extent provided by law, the PUD is responsible and liable for the timely performance and relocation of its Facilities located

within the Franchise Area (to facilitate any Public Works Project), and to this extent the PUD further agrees (to the maximum extent permitted by law), to be liable and responsible for costs, expenses, and/or damages suffered by the City arising from and/or related to a delay caused by the PUD's failure to timely relocate the Facilities within the Franchise Area, pursuant to the terms of this Section 5.

E. Emergency Relocation. In the event of an emergency posing a threat to public safety or welfare that requires the relocation of the PUD's Facilities within the Franchise Area, the City shall give the PUD notice of the emergency as soon as reasonably practicable. Upon receipt of such notice from the City, the PUD shall endeavor to respond as soon as reasonably practicable to relocate the affected Facilities.

F. Relocations for Third Parties. Whenever any Third Party requires and requests the relocation of the PUD's Facilities to accommodate work of such Third Party within the Franchise Area, the PUD shall have the right as a condition of any such relocation to require payment by the Third Party to the PUD, at a time and upon terms acceptable to The PUD, for any and all costs and expenses incurred by the PUD in the relocation of the PUD's Facilities. Any condition or requirement imposed by the City upon any Third Party (including, but not limited to, any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits obtained pursuant to any zoning, land use, construction or other development regulation) which requires the relocation of the PUD's Facilities within the Franchise Area shall be a condition or requirement causing relocation of the PUD's Facilities to occur subject to the provisions of subsection D above; provided, however in the event the City reasonably determines and notifies the PUD that the primary purpose of imposing such condition or requirement upon such Third Party is to cause or facilitate the construction of a Public Works Project to be undertaken within a segment of the Franchise Area on the City's behalf and consistent with the City's Capital Facility Plan and/or

Transportation Improvement Program, then the PUD shall otherwise relocate its Facilities within such segment of the Franchise Area in accordance with this Agreement, and such relocation shall be accomplished by the PUD at no cost or expense to the City.

G. Alternatives to Relocation. As to any relocation of the PUD's Facilities whereby the cost and expense thereof is to be borne by the PUD in accordance with this Section 6, the PUD may, after receipt of written notice requesting such relocation, submit in writing to the City alternatives to relocation of its Facilities. Upon the City's receipt from the PUD of such written alternatives, the City shall evaluate such alternatives and shall advise the PUD in writing (at the City's sole option and discretion) if one or more of such alternatives are suitable to accommodate the work which would otherwise necessitate relocation of the PUD's Facilities. In the event the City reasonably determines that such alternatives are not appropriate, the PUD shall relocate its Facilities as otherwise provided in this Agreement.

H. Survival. The provisions of this Section shall survive the expiration or termination of this franchise agreement.

I. Nonexclusive Arrangement for Relocation. The provisions of this Section shall in no manner preclude or restrict the PUD from making any arrangements it may deem appropriate when responding to a request for relocation of its facilities by any person or entity other than the City, where the facilities to be constructed by said person or entity are not or will not become City-owned, operated or maintained facilities, provided that such arrangements do not unduly delay a City construction project. The City on occasion will be constructing, reconstructing and/or relocating roads, streets, public ways, areas or facilities within the Franchise Area which will require the PUD to install and/or relocate part of its water system. The PUD will be relying on the alignment, lines and grades as set forth in City's approval plans wherein the PUD thereafter constructs or reconstructs its water system in accordance with City's

requirements and City standards. Therefore, if the City thereafter again adjusts and/or revises the alignment, line or grade for a road, street, public way or area, before this part of the PUD's water system has been in place for five (5) years (commencing with the initial City revision), then the City agrees to reimburse the PUD a pro rata share of the total relocation costs based on five (5) year life expectancy for the portion of the PUD's water system that is affected by the City revision unless differently agreed to in writing by City and the PUD at the time of the installation or relocation.

**Section 7. Excavations.**

A. Noninterference During Construction. During any period of relocation, construction or maintenance, all surface structures, if any, shall be erected and used in such places and positions within said public rights-of-way and other public properties so as to interfere as little as practicable with the free passage of traffic and the free use of adjoining property, and the PUD shall at all times post and maintain proper barricades and comply with all applicable safety regulations during such period of construction as required by the ordinances of the City or the laws of the State of Washington.

B. Permit Required. Whenever the PUD shall desire to excavate in any public right-of-way or other public property for the purpose of installation, construction, repair, maintenance or relocation of its facilities, it shall apply to the City for a permit to do so and upon obtaining a permit shall give the City at least twenty-four (24) hours' notice during the normal work week of the PUD's intent to commence work in the public right-of-way. In no case shall any work commence within any public right-of-way or other public property without a permit, except as otherwise provided in this franchise ordinance. During the progress of the work, the PUD shall not unnecessarily obstruct the passage or proper use of the right-of-way, and shall file as-built plans or maps with the City showing the proposed and final location of its facilities.

**Section 8. Restoration after Construction.** The PUD shall, after abandonment approved under Section 13 herein, or installation, construction,

relocation, maintenance, or repair of water facilities within the franchise area, restore the surface of the right-of-way or public property to at least the same condition the property was in immediately prior to any such installation, construction, relocation, maintenance or repair. The Public Works Director shall have final approval of the condition of such streets and public places after restoration. All concrete encased monuments which have been disturbed or displaced by such work shall be restored pursuant to all federal, state and local standards and specifications. The PUD agrees to promptly complete all restoration work and to promptly repair any damage caused by such work to the franchise area or other affected area at its sole cost and expense. The provisions of this Section shall survive the expiration, revocation or termination by other means of this franchise.

**Section 9. The PUD's Maps, Records and Plans.**

A. As-Built Plans. After construction is complete, and at a reasonable time thereafter, the PUD shall provide to the City upon request and at no cost, a copy of all as-built plans, maps and records; provided, however, any such plans so submitted shall be for informational purposes only and shall not be construed to make any warranty to the City or to any Third Party as to the accuracy of the plans.

B. Locates. The PUD and the City shall each comply with their respective obligations under Chapter 19.122 RCW, and any other applicable State law. Upon the City's request, the PUD shall verify the location of its underground Facilities within the Franchise Area by reasonable methods determined by the PUD at no expense to the City. In the event that the PUD performs excavation (e.g. potholing), the City shall not require any restoration of the disturbed area in excess of restoration to the same condition as existed immediately prior to the excavation.

**Section 10. Consideration For Agreement.**

A. Identification of Consideration. The consideration for this agreement includes, but is not limited to, the mutual and individual benefits of this agreement that

allow each of the parties the ability to make long term planning decisions in light of the provisions set forth herein, the waiver of permit fees, as provided in this agreement, the non-competition provisions as provided in this agreement, the transfer of ownership and maintenance of fire hydrants from the City to the PUD as provided in Section 10(C) and access to water for City fire and public works purposes as provided in Section 10(D).

B. Equality of Terms. If the City grants to any other water provider a franchise with terms that are over-all more favorable than those set forth herein, the PUD shall have the right to renegotiate the provisions of this franchise that the PUD believes are over-all more favorable than those set forth herein. The PUD shall also have the right to renegotiate the provisions of this franchise that are affected by a substantial change in state or federal law that would allow the City the opportunity to tax and assess additional revenue from the PUD's operations within the corporate boundaries of the City.

In the case where the parties do not agree on the renegotiation or identification of affected provisions of this franchise, the parties agree to an arbitration process as set forth in the Dispute Resolution Section of this Franchise.

C. Transfer of ownership and maintenance of fire hydrants. The City hereby transfers all rights, interest and ownership, if any, to fire hydrants connected to the PUD's water system within the City's limits to the PUD. The PUD accepts all rights, interest and ownership of those fire hydrants and further agrees to keep and maintain those fire hydrants in good working order. Future hydrants will be installed at locations as determined by the City's Fire Chief and required as part of a permit.

D. Fire Department Use. The PUD agrees to provide water for fire department use (training and actual firefighting) and for City construction use at no charge to the City.

E. Change of Law. If there is a substantial change in the law that undermines the ability of one or both of the parties to receive the benefits of this

agreement, one or both of the parties may re-open this agreement to address the terms affected by the substantial change in the law.

**Section 11. Emergency Work -- Permit Waiver.** In the event of any emergency in which any of the PUD's facilities located in or under any street, breaks, are damaged, or if the PUD's construction area is otherwise in such a condition as to immediately endanger the property, life, health or safety of any individual or the City, the PUD shall immediately take the proper emergency measures to repair its facilities, to cure or remedy the dangerous conditions for the protection of property, life, health or safety of individuals without first applying for and obtaining a permit as required by this franchise. However, this shall not relieve the PUD from the requirement of obtaining any permits necessary for this purpose, and the PUD shall apply for all such permits not later than the next succeeding day during which City Hall is open for business.

**Section 12. Dangerous Conditions, Authority for City to Abate.** Whenever construction, installation or excavation of facilities authorized by this franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining street or public place, or endangers the public, an adjoining public place, street utilities or City property, the Public Works Director may direct the PUD, at the PUD's own expense, to take actions to protect the public, adjacent public places, City property or street utilities; and such action may include compliance within a prescribed time.

In the event that the PUD fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, the City may enter upon the property and take such actions as are necessary to protect the public, the adjacent streets, or street utilities, or to maintain the lateral support thereof, or actions regarded as necessary safety precautions; and the PUD shall be liable to the City for the costs thereof. The provisions of this Section shall survive the expiration, revocation or termination of this

franchise. The PUD shall relocate, at its cost, any structures that the Public Works Director objectively determines are located in a place or in a way so as to constitute a danger to the public. City and the PUD agree to take the following actions:

A. Except for those conditions set forth in Section 12 (b), in the event a fire hydrant ceases to function the PUD shall promptly repair or replace at the PUD discretion the fire hydrant within thirty days after receiving notice from the City identifying which fire hydrant has ceased to function.

B. In the event a fire hydrant is leaking water, City may enter upon the property and take such actions as are necessary to abate the leak in order to prevent future loss of water, danger to undermining City rights of way and other damages. As soon as reasonably possible, the City shall contact the PUD to schedule permanent repairs or replacement and The PUD's discretion.

### **Section 13. Permits and Fees.**

The PUD shall be required to obtain all permits from the City necessary for work in the City and/or in the City's rights-of-way. In consideration of this agreement, including the factors set forth in Section 10, and the non-competition agreement provided in Section 3 hereof, The PUD shall not be subject to any permit fees associated with the PUD's activities (except those undertaken by the PUD for a private development customer) through the authority granted in this franchise ordinance or under the laws of the City.

In addition to the above, the PUD shall promptly reimburse the City for any and all costs the City reasonably incurs in response to any emergency caused by the negligence of the PUD. City agrees to process the PUD's and the PUD's contractor's permits in the same expeditious manner as other permit applicants' permits are processed. Permits may be processed by facsimile or electronic mail.

**Section 14. Indemnification.** The PUD hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers, employees,

agents and representatives from any and all claims, costs, judgments, awards or liability to any person, including claims by the PUD's own employees to which the PUD might otherwise be immune under Title 51 RCW, arising from injury or death of any person or damage to property, monetary losses, including refunds of charges or fees paid by customers, of which it is alleged or proven that the acts or omissions of the PUD, its agents, servants, officers or employees in performing this franchise caused or contributed thereto, including claims arising against the City by virtue of the City's ownership or control of the rights-of-way or other public properties, by virtue of the PUD's exercise of the rights granted herein, including payment of any monies to the City, or by virtue of the City's permitting the PUD's use of the City's rights-of-way or other public property, based upon the City's inspection or lack of inspection of work performed by the PUD, its agents and servants, officers or employees in connection with work authorized on the City's property or property over which the City has control, pursuant to this franchise or pursuant to any other permit or approval issued in connection with this franchise.

The PUD shall indemnify, defend and hold the City, its appointed and elective officials, agents, officers, employees, and volunteers harmless from and against any and all claims, demands, liability, loss, cost, damage or expense of any nature whatsoever including all costs and attorney's fees, made against the City on account of violation of any environmental laws applicable to the Facilities, or from any release of Hazardous Substances on or from the Facilities. This indemnity includes, but is not limited to: (a) liability for a governmental agency's costs of removal or remedial action for Hazardous Substances; (b) damages to natural resources caused by hazardous substances, including the reasonable costs of assessing such damages; (c) liability for any other person's costs of responding to Hazardous Substances; and (d) liability for any costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages arising under any environmental laws.

Inspection or acceptance by the City of any work performed by the PUD at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation.

In the event that the PUD refuses the tender of defense in any suit or any claim, said tender having been made pursuant to the indemnification clauses contained herein, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of the PUD, then the PUD shall pay all of the City's costs for defense of the action, including all reasonable expert witness fees and reasonable attorneys' fees and the reasonable costs of the City, including reasonable attorneys' fees of recovering under this indemnification clause.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the PUD and the City, its officers, employees and agents, the PUD's liability hereunder shall be only to the extent of the PUD's negligence unless otherwise provided by law. It is further specifically and expressly understood that the indemnification provided herein constitutes the PUD's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The provisions of this Section shall survive the expiration or termination of this franchise agreement.

**Section 15. Insurance.** To the extent that the PUD is legally obligated by this franchise, the PUD's self-insurance fund and/or insurance policies shall provide adequate protection to City in amounts equivalent to the levels set forth herein below. The PUD's general comprehensive liability policy which includes automobile liability coverage (if such a policy continues to be obtained), shall have an endorsement naming

City and its officers and employees as additional insureds for their actions pursuant to this franchise.

The amounts of insurance coverage that the PUD shall maintain, whether by self-insurance or insurance policies shall not be the equivalent of less than the following:

- A. Automobile Liability insurance with limits no less than \$1,000,000 Combined Single Limit per accident for bodily injury and property damage; and
- B. Commercial General Liability insurance, written on an occurrence basis with limits no less than \$3,000,000 combined single limit per occurrence and \$5,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU); and employer's liability.

Any deductibles or self-insured retentions must be declared to and approved by the City. Payment of deductible or self-insured retention shall be the sole responsibility of the PUD.

Any insurance policy(ies) obtained by the PUD to comply herewith shall name the City (its officers, employees and volunteers,) as an additional insured with regard to activities performed by or on behalf of the PUD. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The PUD's insurance shall be primary insurance with respect to the City, its officers, officials, employees and volunteers. Any insurance policy or policies obtained by the PUD to comply with this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except

after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Any failure to comply with the insurance reporting provisions of the policies required herein shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

**Section 16. Abandonment of the PUD's Facilities.**

A. No water line larger than six inches (6") or significant facility installed by the PUD under street pavement may be abandoned by the PUD without the express written consent of the City, which shall not be unreasonable withheld. Any such Facilities to be left in place shall be made inert by purging, disconnecting, and/or sealing such Facilities, all in compliance with applicable laws, regulations and industry standards.

B. In the event the City declines to consent to abandonment, the PUD shall within one hundred and eighty (180) days (or within such additional time as is agreed to between the parties) after such permanent cessation of use, remove such Facilities at the sole cost and expense of the PUD.

C. Any proposal for abandonment that requires City consent or removal of the PUD's facilities subject to this section must be first approved by the Public Works Director, and all necessary permits must be obtained prior to such work. Except as explicitly agreed by the parties prior to abandonment, if any abandoned facility conflicts with a City Public Works project, the PUD will remove the abandoned facility at its own expense. The provisions of this Section shall survive the expiration, revocation or termination of this franchise agreement.

**Section 17. Street Vacations.**

A. The City may have occasion to vacate certain streets, public ways or areas that have the PUD's lines and facilities located thereon. If the City shall vacate any such City road and/or rights-of-way which are part of the Franchise Area, then the

City may at its option and by giving one hundred and eighty (180) days' written notice to the PUD, terminate this Franchise with reference to such road and/or rights-of-way so vacated, and the City shall not be liable for any damages or loss to the PUD by reason of such termination.

B. The City agrees to exert reasonable good faith efforts to reserve an easement for the PUD's lines and facilities when a street, public way or area is vacated. If it is not feasible for City to reserve an easement for the PUD's line(s) and facilities, the proponents of the vacation shall be required (by the City, to reimburse the PUD all costs to relocate said line(s) and facilities.

**Section 18. Annexation.** Whenever any Skagit County roads and/or rights-of-way shall fall within the city or town limits as a consequence of annexation, this Franchise shall extend to all such County roads and/or rights-of-way included in such annexation.

**Section 19. Modification.** The City and the PUD hereby reserve the right to alter, amend or modify the terms and conditions of this franchise upon written agreement of both parties to such alteration, amendment or modification.

**Section 20. Exercise of City Authority.** The parties acknowledge that the City has authority to operate its own water system and also has authority to contract with other public or private entities for the purchase of water. The PUD's long range planning would be improved, and its rate structure stabilized if the City did not elect to exercise its authority in the service area of the PUD. Therefore, the PUD agrees that for and in consideration of the City not exercising its authority to operate its own water system in the service area served by the PUD, or not contracting with other public or private entities for the purchase of water in said service area, and the other factors of consideration set forth in this agreement, the PUD shall accept ownership and responsibility for maintenance of all current and future fire hydrants that are connected to the PUD's water system as detailed in Section 10(c). It is provided, however, that

absent any Federal, State or other governmental laws or regulations to the contrary, such ownership and maintenance of fire hydrants shall not result in a surcharge to the customers in the **City of Sedro-Woolley**, but instead will be an overall system cost. It is further provided that nothing herein shall be deemed to impair the authority of the City to exercise its governmental powers, including but not limited to the City's authority to adopt development regulations and zoning controls which regulate the number, location and types of fire hydrants to serve development within the City.

**Section 21. Forfeiture and Revocation.** If the PUD willfully violates or fails to comply with any of the provisions of this franchise, or through willful misconduct or gross negligence fails to heed or comply with any notice given the PUD by the City under the provisions of this franchise, then the PUD shall, at the election of the **Sedro-Woolley City Council**, forfeit all rights conferred hereunder and this franchise may be revoked or annulled by the Council after a hearing held upon reasonable notice to the PUD. The City may elect, in lieu of the above and without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling the PUD to comply with the provisions of this Ordinance and to recover damages and costs incurred by the City by reason of the PUD's failure to comply.

**Section 22. Remedies to Enforce Compliance.** In addition to any other remedy provided herein, the City reserves the right to pursue any remedy to compel or force the PUD and/or its successors and assigns to comply with the terms hereof, and the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a forfeiture or revocation for breach of the conditions herein.

**Section 23. City Ordinances and Regulations.** Nothing herein shall be deemed to direct or restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this franchise, including any valid ordinance made in the exercise of its police powers in the interest of

public safety and for the welfare of the public. The City shall have the authority at all times to control by appropriate regulations the location, elevation, manner of construction and maintenance of any facilities by the PUD, and the PUD shall promptly conform with all such regulations, unless compliance would cause the PUD to violate other requirements of law.

**Section 24. Compliance with Laws and Regulations.** At all times during the term of this Franchise, the PUD shall fully comply with all applicable federal, state, and local laws and regulations currently in effect or subsequently amended.

**Section 25. Dispute Resolution.**

A. If there is any dispute or alleged default with respect to performance under this Franchise, the City shall notify the PUD in writing, stating with reasonable specificity the nature of the dispute or alleged default. Within ten (10) business days of its receipt of such notice, the PUD shall provide written response to the City that shall acknowledge receipt of such notice and state the PUD's intentions with respect to how the PUD shall respond to such notice. The PUD shall further have thirty (30) days (the "cure period") from its receipt of such notice to:

1. Respond to the City, contesting the City's assertion(s) as to the dispute or any alleged default and requesting a meeting, or;
2. Resolve the dispute or cure the default, or;
3. Notify the City that the PUD cannot resolve the dispute or cure the default within thirty (30) days, due to the nature of the dispute or alleged default.

Notwithstanding such notice, the PUD shall promptly take all reasonable steps to begin to resolve the dispute or cure the default and notify the City in writing and in detail as to the actions that will be taken by the PUD and the

projected completion date. In such case, the City may set a meeting in accordance with Section 25(B).

B. If any dispute is not resolved or any alleged default is not cured or a meeting is not requested or set in accordance with Section 25 (A), then the Parties shall promptly schedule a meeting to discuss the dispute or any alleged default. The City shall notify the PUD of the meeting in writing and such meeting shall take place not less than ten (10) business days after the PUD's receipt of notice of the meeting. Each Party shall appoint a representative who shall attend the meeting and be responsible for representing the Party's interests. The representatives shall have authority to resolve the dispute and shall exercise good faith efforts to resolve the dispute or reach agreement on any alleged default and/or any corrective action to be taken. Any dispute (including any dispute concerning the existence of or any corrective action to be taken to cure any alleged default) that is not resolved within ten (10) business days following the conclusion of the meeting shall be referred by the Parties' to the senior management of the Parties for resolution. In the event senior management is unable to resolve the dispute within twenty (20) business days of such referral (or such other period as the Parties may agree upon), each Party may pursue resolution of the dispute or any alleged default through other legal means consistent with this Franchise. All negotiations pursuant to these procedures for the resolution of disputes shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the state and federal rules of evidence.

C. If, at the conclusion of the steps provided for in subsection (A) and (B) above, the City and the PUD are unable to settle the dispute or agree upon the existence of a

default or the corrective action to be taken to cure any alleged default, the City or the PUD (as the PUD may have authority to do so) may:

1. Take any enforcement or corrective action provided for in City code or PUD policy , as from time to time amended; provided such action is not otherwise in conflict with the provisions of this Franchise, and State and/or Federal law, and/or;
2. Declare an immediate forfeiture of this Franchise for a breach of any material obligations under this Franchise and/or;
3. Take such other action to which it is entitled under this Franchise or any applicable law.
4. Pursue any Alternative Remedies as provided in Section 12.

D. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this agreement, the venue of such action or litigation shall be in the Skagit County Superior Court. This Agreement shall be governed by the laws of the State of Washington.

E. Unless otherwise agreed by the City and the PUD in writing, the City and the PUD shall, as may be reasonably practicable, continue to perform their respective obligations under this Franchise during the pendency of any dispute.

F. This Section 25 (or any other provision of this Franchise) shall not be deemed to bar the right of the City or the PUD to seek or obtain judicial relief from a violation of any term or provision of this Franchise. The dispute resolution timeframes specified within this Section 25 shall not alter or impair the PUD's duty to relocate Facilities within the Franchise Area pursuant to the terms of Section 6 of this Franchise, and shall not alter or impair the PUD's

duty to locate underground Facilities within the Franchise Area pursuant to the terms of this Franchise.

**Section 26. Acceptance.** Within sixty days after the passage and approval of this Ordinance, this franchise may be accepted by the PUD by its filing with the City Clerk an unconditional written acceptance thereof. Failure of the PUD to so accept this franchise within said period of time shall be deemed a rejection thereof by the PUD, and the rights and privileges herein granted shall, after the expiration of the sixty day period, absolutely cease and determine(?), unless the time period is extended by ordinance duly passed for that purpose.

**Section 27. Survival.** All of the provisions, conditions and requirements of Sections x, Relocation of Water Facilities; x(c), Transfer of Ownership and Maintenance of Fire Hydrants; x, Dangerous Conditions; x, Indemnification; and x, Abandonment of the PUD's Facilities, of this franchise shall be in addition to any and all other obligations and liabilities the PUD may have to the City at common law, by statute, or by contract, and shall survive the City's franchise to the PUD for the use of the areas mentioned in Section 1 herein, and any renewals or extensions thereof (however, such survival period extends only through the applicable statute of limitations period). All of the provisions, conditions, regulations and requirements contained in this franchise Ordinance shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of the PUD and all privileges, as well as all obligations and liabilities of the PUD shall inure to its heirs, successors and assigns equally as if they were specifically mentioned wherever the PUD is named herein.

**Section 28. Severability.** If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or

constitutionality of any other section, sentence, clause or phrase of this franchise Ordinance. In the event that any of the provisions of this franchise are held to be invalid by a court of competent jurisdiction, the City reserves the right to reconsider the grant of this franchise and may amend, repeal, add, replace or modify any other provision of this franchise, or may terminate this franchise.

**Section 29. Assignment.** This agreement may not be assigned or transferred without the written approval of the City.

**Section 30. Relationship of the Parties.** Nothing in this Franchise shall be construed to create or confer any right or remedy upon any person(s) other than the City and the PUD. No action may be commenced or prosecuted against any Party by any Third Party claiming as a Third Party beneficiary of this Franchise. This Franchise shall not release or discharge any obligation or liability of any Third Party to either Party.

**Section 31. Notice.** Any notice or information required or permitted to be given to the parties under this franchise agreement may be sent to the following addresses unless otherwise specified:

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

Skagit County Public Utility District No. 1 of Skagit County  
PO Box 1436  
1415 Freeway Drive  
Mount Vernon, WA 98273  
Attention: Robert Powell, General Manager

**Section 32. Effective Date.** This franchise ordinance shall be effective five (5) days after passage and publication as provided for by law.

ADOPTED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF SEDRO-WOOLLEY

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

Attest:

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

Approved as to Form:

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

Published:

Effective:

ACCEPTANCE, this Franchise has been executed by the duly authorized representatives of Skagit Public Utility District No. 1 of Skagit County, on this \_\_\_\_\_ day of \_\_\_\_\_, 2012:

Robert B. Powell, General Manager

Approved as to Form  
Gilbert & Gilbert Lawyers, Inc., P.S.

\_\_\_\_\_  
Peter Gilbert, Attorney for PUD No. 1 of Skagit County

FEB 13 2013

ORDINANCE NO. \_\_\_\_\_

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

**AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY INCORPORATING  
RCW 19.60.066 INTO SEDRO-WOOLLEY MUNICIPAL CODE 5.12.110**

WHEREAS The City Council of the City of Sedro-Woolley hereby finds that adopting elements of RCW 19.60.066 regarding the behavior of pawnbrokers is necessary to reduce the demand for stolen property; and

WHEREAS, The City Council of the City of Sedro-Woolley desires to address behavior of pawnbrokers that supports the black market sales of stolen property; and

WHEREAS, the City Council finds that it is in the interests of the public health, safety and welfare to adopt the sections set forth below, now therefore;

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

**SECTION 1.** Sedro-Woolley Municipal Code 5.12.110 is amended, to read as follows:

**5.12.110 Prohibited acts—Violation—Penalty.**

Every pawnbroker and every clerk, agent or employee of such pawnbroker, who shall:

- A. Fail to make an entry of any material matter in his book or record kept as required in Section 5.12.030;
- B. Make any false entry therein;
- C. Falsely obliterate, destroy or remove from his place of business such book or record;
- D. Refuse to allow inspections as required in Section 5.12.070;
- E. Fail to make available the record of transactions as regulated in Section 5.12.030;
- F. Fail to report to the police chief any property received that he believes or has reason to believe to be lost or stolen as required in Section 5.12.050;
- G. Remove any property from his place of business within four days except as provided in Section 5.12.090;
- H. Receive any property from any person under the age of eighteen years, any common drunkard, any habitual user of narcotic drugs, any habitual criminal, any person in an intoxicated

condition, any known thief or receiver of stolen property, whether such person be acting on his own behalf or as the agent of another;

I. Remove, alter, or obliterate any manufacturer's make, model, or serial number, personal identification number, or identifying marks engraved or etched upon an item of personal property that was purchased, consigned, or received in pledge; and

J. Accept for pledge or secondhand purchase where the manufacturer's make, model, or serial number, personal identification number, or identifying marks engraved or etched upon an item of personal property has been removed, altered, or obliterated.

Any person in violation of the foregoing prohibited acts shall be guilty of a gross misdemeanor punishable by a fine of not to exceed five thousand dollars, imprisonment not to exceed one year, or both.

**SECTION 2. Effective date.** This ordinance shall be in full force and effect five (5) days after its passage, approval and publication as provided by law.

**SECTION 3. Severability.** If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, clause or phrase of this ordinance.

**PASSED** by majority vote of the members of the Sedro-Woolley City Council this \_\_\_\_ day of \_\_\_\_\_, 2013, and signed in authentication of its passage this \_\_\_\_ day of \_\_\_\_\_, 2013.

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

Attest:

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

Approved as to form:

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

|                             |                   |
|-----------------------------|-------------------|
| Filed with the City Clerk:  | February 7, 2013  |
| First Reading:              | February 13, 2013 |
| Second Reading:             |                   |
| Passed by the City Council: |                   |
| Signed by the Mayor:        |                   |
| Date of Publication:        |                   |

West's Revised Code of Washington Annotated

Title 19. Business Regulations--Miscellaneous (Refs & Annos)

Chapter 19.60. Pawnbrokers and Second-Hand Dealers (Refs & Annos)

West's RCWA 19.60.066

19.60.066. Prohibited acts--Penalty

Currentness

It is a gross misdemeanor under chapter 9A.20 RCW for:

(1) Any person to remove, alter, or obliterate any manufacturer's make, model, or serial number, personal identification number, or identifying marks engraved or etched upon an item of personal property that was purchased, consigned, or received in pledge. In addition an item shall not be accepted for pledge or a secondhand purchase where the manufacturer's make, model, or serial number, personal identification number, or identifying marks engraved or etched upon an item of personal property has been removed, altered, or obliterated;

(2) Any person to knowingly make, cause, or allow to be made any false entry or misstatement of any material matter in any book, record, or writing required to be kept under this chapter;

(3) Any pawnbroker or secondhand dealer to receive any property from any person under the age of eighteen years, any person under the influence of intoxicating liquor or drugs, or any person known to the pawnbroker or secondhand dealer as having been convicted of burglary, robbery, theft, or possession of or receiving stolen property within the past ten years whether the person is acting in his or her own behalf or as the agent of another;

(4) Any pawnbroker to engage in the business of cashing or selling checks, drafts, money orders, or other commercial paper serving the same purpose unless the pawnbroker complies with the provisions of chapter 31.45 RCW; or

(5) Any person to violate knowingly any other provision of this chapter.

**Credits**

[1991 c 355 § 21; 1991 c 323 § 10; 1984 c 10 § 12.]

West's RCWA 19.60.066, WA ST 19.60.066

Current with all 2012 Legislation and Chapters 1, 2, and 3 from the 2013 Regular Session