

Next Ord: 1797-14  
Next Res: 906-14

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**

**October 8, 2014**

**7:00 PM**

**Sedro-Woolley Municipal Building**

**Council Chambers**

**325 Metcalf Street**

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Consent Calendar .....1-30

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 October 1, 2014 Work Session)
- c. Finance
  - Claim Checks #180102 to #180202 in the amount of \$321,532.73
  - Payroll Checks #58303 to #58323 plus EFT's in the amount of \$260,487.02
- d. Amendment to Professional Service Contract for Hearing Examiner - Scott G. Thomas
- e. Interlocal Agreement with Sedro-Woolley School District No. 101 - Shared Funding for Construction of a New Radio Transceiver
- f. Supplemental Agreement No. 10 to Professional Services Agreement No. 2012-PS-14 for Design Phase Services for SR20/Cook Road Realignment and Extension Project – David Evans & Associates, Inc.
- 4. Public Comment.....31

**PUBLIC HEARING**

- 5. Ordinance amending Section 8.04 of the Sedro-Woolley Municipal Code to allow for Every Other Week Residential Garbage Service (2<sup>nd</sup> reading).....33-37

**UNFINISHED BUSINESS**

**NEW BUSINESS**

- 6. Possible Bid Award – 2014 Sanitary Sewer Manhole Repair Project (bid opening October 7 – late materials).....39-40

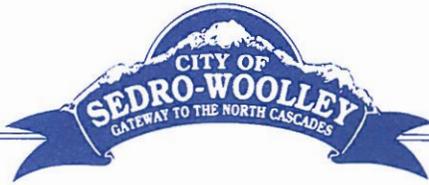
**COMMITTEE REPORTS AND REPORTS FROM OFFICERS**

**EXECUTIVE SESSION**

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

OCT 08 2014

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 13



DATE: October 8, 2014  
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 October 8, 2014 Regular Meeting to Order. The Finance Director will note those in attendance and those absent.  
  - \_\_\_ Ward 1 Councilmember Kevin Loy
  - \_\_\_ Ward 2 Councilmember Germaine Kornegay
  - \_\_\_ Ward 3 Councilmember Brenda Kinzer
  - \_\_\_ 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.

OCT 08 2014

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

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CITY OF SEDRO-WOOLLEY  
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Regular Meeting of the City Council  
September 24, 2014 – 7:00 P.M. – Council Chambers

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Germaine Kornegay (7:01), Brenda Kinzer, 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 Tucker.

Pledge of Allegiance

Consent Calendar

- Approval of Agenda
- Minutes from Previous Meeting
- Finance
  - Claim Checks #180022 – 180101 plus EFT's in the amount of \$243,167.63
  - Payroll Checks #58289 to #58302 Plus EFT's in the amount of \$183,357.30
- Professional Services Agreement – First Insurance Agency

Councilmember Lemley abstained from check #180063 payable to JJ's Cruisers as he is part of that organization.

Councilmember Galbraith moved to approve the consent calendar Items A through D. Seconded by Councilmember Lemley. Motion carried (6-0).

Councilmember Kornegay arrived at 7:01 P.M.

Public Comment

No public comment.

**UNFINISHED BUSINESS**

**NEW BUSINESS**

Ordinance Amending Section 8.04.075 of the Sedro-Woolley Municipal Code to Allow for Every Other Week Residential Garbage Service

City Supervisor/Attorney Berg reviewed the proposed ordinance for every other week garbage service. He stated the ordinance changes rates accordingly for the pilot project. A public hearing has been scheduled for October 8<sup>th</sup>. Berg noted some modifications are anticipated with the senior exemption and fuel surcharge. The purpose of the pilot program is to evaluate whether the City could take over recycling services within the City

Limits when the contract with Waste Management expires in August 2015. He stated an important part of the pilot project will be communicating with the people involved by door to door interviews and surveys. The pilot program is necessary to get the feel and experience prior to making final decision.

Council discussion ensued regarding green waste, can sizes and rates, references to layoffs via a letter to the editor in the Skagit Valley Herald, staff time and involvement, request for clarification of the pilot program to the Skagit Valley Herald, commercial can pick up, belief of the program being a savings, zero waste community, increase in recycling and comparison cities with every other week garbage.

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

Police Chief Tucker – reported they are ordering more body cameras. They are also working on abandoned and foreclosed residences and have had some arrests of squatters. The Crime Watch is helping to identify abandoned homes on their routes as there is a concern of increased activity as the weather changes. Chief Tucker also reported progress on a new hire and the process is beginning for the hiring of another lateral officer. He also informed Council that Officer Rogers has completed his field training and Officer Eddy should complete his field training within the month.

Planning Director Coleman – updated Council on the urban growth modification process. He detailed the request that was submitted to the County and subsequent requests to consider the Cook Road portion. He also addressed requirements for a population projection update and buildable land analysis.

City Supervisor/Attorney Berg – reported the property purchase on Reed Street is scheduled to close Friday. He also reported on the USDA tour of City Hall which featured a fire truck demonstration and a tour of the Fire Training site, all which were funded with the help of USDA loans.

Councilmember Kornegay – commented that at Founders Day she spoke with the Riverfront Caretakers and they expressed concern of homelessness and illegal dumping nearby.

City Supervisor/Attorney Berg – reported on the upcoming Voter Forum to be held on October 15, 2014.

Councilmember Kinzer – requested Police presence around the High School as school lets out.

Councilmember Wagoner – stated it was good to be back and noted the Sedro-Woolley Cubs Football team is currently undefeated.

Councilmember Lemley – reported on the Founders Day activities stating there was a good turnout for the final bank robbery reenactment and the car show. He also commented on the signage at the Cook Road roundabout that Mr. Blanton had addressed at the last meeting.

Councilmember Sandström – questioned the progress on the removal of garbage cans in the downtown area and other unnecessary locations.

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

The meeting adjourned at 7:46 P.M.

OCT 08 2014

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CITY OF SEDRO-WOOLLEY  
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7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 36

Council Worksession

October 1, 2014 – 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, Brenda Kinzer, Keith Wagoner, Hugh Galbraith, Rick Lemley and Brett Sandström. Staff: City Supervisor/Attorney Berg, Finance Director Nelson, Public Works Director Freiburger, Solid Waste Foreman Leo Jacobs and Public Works Operations Supervisor Nathan Salseina

**Status of 2014 Estimated Revenues and 2015 Preliminary Estimated Revenues and Expenditures**

- The majority of the revenue items are on target for 2014. The majority of revenue items in 2015 are anticipated to remain flat. Projected increases in expenditures were discussed. City Supervisor/Attorney Berg reported on the success of the City's new accelerated utility account collection program. The possibility of adding a drug dog program to the Police Department in 2015 was presented.
- The State Auditor's office has developed a financial health assessment tool and shared it with City Staff. The results were presented to Council.

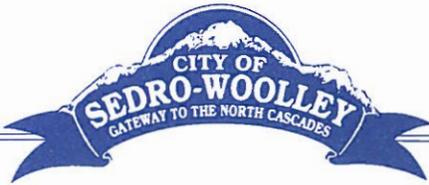
**Every Other Week Garbage Pilot Project Discussion**

- Solid Waste Foreman Leo Jacobs answered Councilmember's questions regarding wear and tear on vehicles, recycle vs. garbage, revenues, cost savings, full program vs. pilot program, street surface damage and sale of recyclables. The pilot project is necessary in order to properly evaluate recyclable collections mid-2015.

The worksession adjourned at 8:35 P.M.

OCT 08 2014

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



DATE: October 8, 2014  
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 October 8, 2014.

Motion to approve Claim Checks #180102 to #180202 in the amount of \$321,532.73.

Motion to approve Payroll Checks #58303 to #58323 plus EFT's in the amount of \$260,487.02.

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.

# CHECK REGISTER

City Of Sedro-Woolley  
MCAG #: 0647

09/25/2014 To: 10/08/2014

Time: 16:21:45 Date: 10/02/2014  
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
7276	09/25/2014	Claims	2	180102	Land Title & Escrow Co.	25,871.37	
					425 - 594 31 61 000 - Land Acquisition	25,871.37	
7478	10/08/2014	Claims	2	180103	All-Phase Electric	227.94	
					101 - 576 80 31 008 - Operating Sup - Memorial	227.94	
7479	10/08/2014	Claims	2	180104	Allelujah Business Systems	9.77	
					001 - 595 10 31 000 - Supplies	9.77	
7480	10/08/2014	Claims	2	180105	American Society Of Civil	520.00	
					001 - 595 10 49 000 - Dues/Memberships	260.00	
					001 - 595 10 49 000 - Dues/Memberships	260.00	
7481	10/08/2014	Claims	2	180106	Aramark Uniform Services	25.68	
					401 - 535 80 49 000 - Laundry	8.23	
					401 - 535 80 49 000 - Laundry	8.23	
					103 - 542 30 49 000 - Misc-Laundry	4.61	
					103 - 542 30 49 000 - Misc-Laundry	4.61	
7482	10/08/2014	Claims	2	180107	Assoc Petroleum Products	11,867.34	
					001 - 518 20 32 000 - Auto Fuel	37.08	
					001 - 521 20 32 000 - Auto Fuel	1,570.40	
					001 - 522 20 32 000 - Auto Fuel/Diesel	702.42	
					001 - 523 20 32 000 - Auto Fuel	59.10	
					001 - 523 20 32 000 - Auto Fuel	113.10	
					401 - 535 80 32 000 - Auto Fuel/Diesel	39.47	
					401 - 535 80 32 000 - Auto Fuel/Diesel	233.78	
					401 - 535 80 32 000 - Auto Fuel/Diesel	198.31	
					401 - 535 80 32 000 - Auto Fuel/Diesel	93.57	
					102 - 536 20 32 000 - Auto Fuel/SDiesel	180.82	
					412 - 537 80 32 000 - Auto Fuel/Diesel	470.78	
					412 - 537 80 32 000 - Auto Fuel/Diesel	130.57	
					412 - 537 80 32 000 - Auto Fuel/Diesel	64.90	
					412 - 537 80 32 000 - Auto Fuel/Diesel	14.91	
					412 - 537 80 32 000 - Auto Fuel/Diesel	72.16	
					412 - 537 80 32 000 - Auto Fuel/Diesel	159.01	
					412 - 537 80 32 000 - Auto Fuel/Diesel	2,587.76	
					412 - 537 80 32 000 - Auto Fuel/Diesel	2,093.98	
					103 - 542 30 32 000 - Auto Fuel/Diesel	165.97	
					103 - 542 30 32 000 - Auto Fuel/Diesel	426.90	
					103 - 542 30 32 000 - Auto Fuel/Diesel	679.71	
					103 - 542 30 32 000 - Auto Fuel/Diesel	362.86	
					103 - 542 30 32 000 - Auto Fuel/Diesel	680.48	
					103 - 542 30 32 000 - Auto Fuel/Diesel	508.54	
					101 - 576 80 32 000 - Auto Fuel/Diesel	141.02	
					101 - 576 80 32 000 - Auto Fuel/Diesel	57.79	
					101 - 576 80 32 000 - Auto Fuel/Diesel	21.95	
7483	10/08/2014	Claims	2	180108	Bay City Supply	40.37	
					101 - 576 80 31 006 - Operating Sup - City Hall	-14.97	
					101 - 576 80 31 012 - Operating Sup - Hammer	55.34	
7484	10/08/2014	Claims	2	180109	Bell Lumber & Pole	200.00	
					101 - 576 80 48 009 - Hammer Square	200.00	
7485	10/08/2014	Claims	2	180110	Blumenthal Uniform & Equip	602.06	
					001 - 521 20 26 000 - Uniforms/Accessories	602.06	
7486	10/08/2014	Claims	2	180111	Tamara Blunt	32.00	
					001 - 521 40 43 000 - Travel	32.00	
7487	10/08/2014	Claims	2	180112	Bostec Inc	204.15	
					001 - 594 21 64 000 - Machinery & Equipment	204.15	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
7488	10/08/2014	Claims	2	180113	Brim Tractor Company Inc	385.23	
					401 - 535 50 48 040 - Maintenance Of Vehicles	158.39	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	226.84	
7489	10/08/2014	Claims	2	180114	CPI Plumbing & Heating	190.82	
					101 - 576 80 48 005 - Senior Center	40.00	
					101 - 576 80 48 016 - City Hall	150.82	
7490	10/08/2014	Claims	2	180115	Capital Industries Metal Fabricators	7,161.00	
					412 - 537 80 34 000 - Containers	7,161.00	
7491	10/08/2014	Claims	2	180116	Car And Driver	21.59	
					105 - 594 72 64 001 - Books - Skagit County	21.59	
7492	10/08/2014	Claims	2	180117	Carl's Towing Inc	193.13	
					001 - 521 20 41 001 - Professional Services	193.13	
7493	10/08/2014	Claims	2	180118	John Coleman	105.28	
					001 - 558 60 43 000 - Travel	105.28	
7494	10/08/2014	Claims	2	180119	Concrete Nor'west Inc	464.55	
					103 - 542 30 48 000 - Repair/Maint-Streets	237.95	
					103 - 542 30 48 000 - Repair/Maint-Streets	226.60	
7495	10/08/2014	Claims	2	180120	Databar	161.67	
					001 - 513 10 42 000 - Communication	161.67	
7496	10/08/2014	Claims	2	180121	E & E Lumber	804.00	
					001 - 521 20 31 002 - Office/Operating Supplies	9.47	
					001 - 521 20 31 002 - Office/Operating Supplies	22.71	
					001 - 522 45 49 000 - Training Facilities	17.35	
					401 - 535 50 48 010 - Maintenance Of Lines	15.03	
					401 - 535 80 31 010 - Operating Supplies	12.17	
					401 - 535 80 31 010 - Operating Supplies	13.23	
					412 - 537 80 31 000 - Operating Supplies	205.63	
					103 - 542 30 48 000 - Repair/Maint-Streets	24.37	
					101 - 576 80 31 001 - Operating Sup - Riverfront	132.68	
					101 - 576 80 31 007 - Operating Sup - Library	55.14	
					101 - 576 80 31 007 - Operating Sup - Library	131.81	
					101 - 576 80 31 007 - Operating Sup - Library	33.71	
					101 - 576 80 31 007 - Operating Sup - Library	10.87	
					101 - 576 80 31 012 - Operating Sup - Hammer	32.56	
					101 - 576 80 48 003 - Bingham Caretaker	5.06	
					101 - 576 80 48 016 - City Hall	80.60	
					101 - 576 80 48 016 - City Hall	-16.82	
					101 - 576 80 48 016 - City Hall	18.43	
7497	10/08/2014	Claims	2	180122	ESRI	1,844.50	
					401 - 535 50 48 000 - Maintenance Contracts	1,012.66	
					001 - 558 60 31 000 - Supplies/Books	253.17	
					001 - 595 10 49 020 - Software Licenses/Support	578.67	
7498	10/08/2014	Claims	2	180123	Eco-3	1,150.00	
					425 - 531 50 49 000 - Tuition/Training	230.00	
					401 - 535 80 49 030 - Misc-Tuition/Registration	345.00	
					412 - 537 80 49 015 - Training	115.00	
					103 - 542 30 49 030 - Misc-Tuition/Registration	460.00	
7499	10/08/2014	Claims	2	180124	Edge Analytical Inc	35.00	
					401 - 535 80 41 000 - Professional Services	35.00	
7500	10/08/2014	Claims	2	180125	Emergency Medical Products Inc	193.50	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 522 20 31 000		- Operating Supplies	193.50	
7501	10/08/2014	Claims	2	180126	Enterprise Office Systems	113.53	
			001 - 512 50 31 000		- Supplies	84.39	
			001 - 521 20 31 002		- Office/Operating Supplies	29.14	
7502	10/08/2014	Claims	2	180127	Everett Clinic (The)	278.50	
			001 - 521 20 41 001		- Professional Services	278.50	
7503	10/08/2014	Claims	2	180128	Fastenal Company	37.80	
			103 - 542 30 31 000		- Operating Supplies	37.80	
7504	10/08/2014	Claims	2	180129	Federal Certified Hearing	20.00	
			001 - 521 20 41 001		- Professional Services	20.00	
7505	10/08/2014	Claims	2	180130	Frontier Building Supply	392.10	
			103 - 542 64 31 001		- Painting & Striping Supplies	392.10	
7506	10/08/2014	Claims	2	180131	Great America Financial Svcs	125.69	
			105 - 572 20 48 020		- Repair/Maintenance-Equip	125.69	
7507	10/08/2014	Claims	2	180132	HB Jaeger Co LLC	72.08	
			103 - 542 30 48 000		- Repair/Maint-Streets	63.73	
			103 - 542 30 48 000		- Repair/Maint-Streets	8.35	
7508	10/08/2014	Claims	2	180133	Hach Company	97.60	
			401 - 535 80 31 000		- Office Supplies	97.60	
7509	10/08/2014	Claims	2	180134	Home Depot Credit Services	846.27	
			101 - 576 80 35 000		- Small Tools & Minor Equip	27.09	
			101 - 576 80 48 007		- Bingham Park	819.18	
7510	10/08/2014	Claims	2	180135	Honey Bucket	75.00	
			101 - 576 80 47 090		- Portable Toilets	75.00	
7511	10/08/2014	Claims	2	180136	Industrial Mowing & Spraying	19,052.61	
			425 - 531 50 41 002		- Contracted Services	10,801.18	
			425 - 531 50 41 002		- Contracted Services	8,251.43	
7512	10/08/2014	Claims	2	180137	Ingram Library Services	722.31	
			105 - 594 72 64 001		- Books - Skagit County	10.16	
			105 - 594 72 64 001		- Books - Skagit County	687.08	
			105 - 594 72 64 001		- Books - Skagit County	25.07	
7513	10/08/2014	Claims	2	180138	Jet City Equipment Rental	16,837.52	
			103 - 595 30 63 020		- Contracted Overlay	9,765.00	
			103 - 595 30 63 020		- Contracted Overlay	7,072.52	
7514	10/08/2014	Claims	2	180139	James Jordan	20.00	
			001 - 342 20 00 000		- Fire Control Services	-20.00	
7515	10/08/2014	Claims	2	180140	Teresa Keene	210.00	
			001 - 515 30 41 001		- Prosecuting Attorney	210.00	
7516	10/08/2014	Claims	2	180141	Kroesen's Inc	308.95	
			001 - 522 20 26 000		- Uniforms	121.32	
			001 - 522 20 26 000		- Uniforms	187.63	
7517	10/08/2014	Claims	2	180142	Lakeside Industries	9,616.31	
			103 - 542 30 48 000		- Repair/Maint-Streets	361.58	
			103 - 542 30 48 000		- Repair/Maint-Streets	243.86	
			103 - 595 30 63 020		- Contracted Overlay	9,010.87	
7518	10/08/2014	Claims	2	180143	Language Exch Inc (The)	232.00	
			001 - 512 50 41 040		- Language Interpreter	232.00	
7519	10/08/2014	Claims	2	180144	Library Journal	157.99	

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			105 - 594 72 64 001		Books - Skagit County	157.99	
7520	10/08/2014	Claims	2	180145	Lithtex NW	155.95	
			001 - 595 10 31 000		Supplies	155.95	
7521	10/08/2014	Claims	2	180146	Loggers And Contractors	320.54	
			103 - 542 30 31 000		Operating Supplies	188.79	
			103 - 542 30 31 000		Operating Supplies	40.44	
			103 - 542 30 48 010		Repair/Maintenance-Equip	91.31	
7522	10/08/2014	Claims	2	180147	Lou's Gloves Inc.	356.00	
			401 - 535 80 31 010		Operating Supplies	356.00	
7523	10/08/2014	Claims	2	180148	Lynn Peavey Company	60.76	
			001 - 521 20 31 002		Office/Operating Supplies	60.76	
7524	10/08/2014	Claims	2	180149	Martin Marietta Materials	329.41	
			113 - 595 62 63 000		Trail Construction	329.41	
7525	10/08/2014	Claims	2	180150	Municipal Emergency Services Inc	70.18	
			001 - 522 20 26 000		Uniforms	70.18	
7526	10/08/2014	Claims	2	180151	Nelson Petroleum	28.21	
			001 - 522 20 32 000		Auto Fuel/Diesel	28.21	
7527	10/08/2014	Claims	2	180152	Norco	47.76	
			001 - 522 20 31 000		Operating Supplies	47.76	
7528	10/08/2014	Claims	2	180153	Oasys	5,311.08	
			501 - 594 18 64 501		Vehicles - Admin	5,311.08	
7529	10/08/2014	Claims	2	180154	Oasys	572.96	
			001 - 558 60 48 000		Repairs & Maintenance	157.35	
			105 - 572 20 48 020		Repair/Maintenance-Equip	258.26	
			001 - 595 10 48 000		Repair & Maintenance	157.35	
7530	10/08/2014	Claims	2	180155	Oliver-Hammer Clothes	637.20	
			401 - 535 80 31 010		Operating Supplies	95.46	
			401 - 535 80 35 010		Safety Equipment	104.14	
			401 - 535 80 35 010		Safety Equipment	134.52	
			401 - 535 80 35 010		Safety Equipment	162.16	
			103 - 542 30 35 010		Safety Equipment	140.92	
7531	10/08/2014	Claims	2	180156	Pat Rimmer Tire Ctr Inc	387.29	
			401 - 535 50 48 040		Maintenance Of Vehicles	104.16	
			102 - 536 20 48 040		Repair/Maint-Equip & Bldg	25.30	
			412 - 537 50 48 000		Repairs/maint-equip	104.16	
			412 - 537 50 48 000		Repairs/maint-equip	153.67	
7532	10/08/2014	Claims	2	180157	Protech Automotive	345.45	
			001 - 523 20 31 000		Office/Operating Supplies	345.45	
7533	10/08/2014	Claims	2	180158	Public Utility Dis No1	83.20	
			001 - 522 50 47 000		Public Utilities	41.60	
			401 - 535 80 47 000		Public Utilities	41.60	
7534	10/08/2014	Claims	2	180159	Puget Sound Energy	14,548.11	
			001 - 521 20 47 000		Public Utilities	21.90	
			001 - 522 50 47 000		Public Utilities	117.84	
			425 - 531 50 47 000		Public Utilities	105.98	
			401 - 535 80 47 000		Public Utilities	9,557.45	
			102 - 536 20 47 000		Public Utilities	43.03	
			412 - 537 80 47 000		Public Utilities	98.19	
			103 - 542 63 47 000		Public Utilities	7.51	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			103 - 542 63 47 000		Public Utilities	135.40	
			103 - 542 63 47 000		Public Utilities	227.94	
			103 - 542 63 47 000		Public Utilities	73.69	
			108 - 557 30 41 000		Advertising	22.58	
			105 - 572 20 47 000		Public Utilities	295.70	
			101 - 576 80 47 000		Riverfront	581.93	
			101 - 576 80 47 010		Community Center	136.54	
			101 - 576 80 47 020		Senior Center	451.84	
			101 - 576 80 47 040		Train	33.39	
			101 - 576 80 47 050		Hammer Square	176.33	
			101 - 576 80 47 051		Bingham / Memorial	10.81	
			101 - 576 80 47 052		Bingham Caretaker	51.78	
			101 - 576 80 47 052		Bingham Caretaker	17.51	
			101 - 576 80 47 053		Other Utilities	10.81	
			101 - 576 80 47 070		City Hall	2,369.96	
<b>7535</b>	<b>10/08/2014</b>	<b>Claims</b>	<b>2</b>	<b>180160</b>	<b>Pumptech Inc</b>		<b>9,083.62</b>
			401 - 535 50 48 050		Maint Of General Equip	7,673.12	
			401 - 535 80 45 000		Equipment Rental	1,410.50	
<b>7536</b>	<b>10/08/2014</b>	<b>Claims</b>	<b>2</b>	<b>180161</b>	<b>Quilting Magazine</b>		<b>34.94</b>
			105 - 594 72 64 001		Books - Skagit County	34.94	
<b>7537</b>	<b>10/08/2014</b>	<b>Claims</b>	<b>2</b>	<b>180162</b>	<b>Reflective Apparel Factory Inc</b>		<b>422.62</b>
			412 - 537 80 31 000		Operating Supplies	422.62	
<b>7538</b>	<b>10/08/2014</b>	<b>Claims</b>	<b>2</b>	<b>180163</b>	<b>Rene's World</b>		<b>25.99</b>
			001 - 511 60 31 000		Supplies	25.99	
<b>7539</b>	<b>10/08/2014</b>	<b>Claims</b>	<b>2</b>	<b>180164</b>	<b>Ricoh USA Inc</b>		<b>151.90</b>
			001 - 521 20 48 000		Repairs & Maintenance	75.95	
			001 - 522 20 45 000		Equipment Lease	75.95	
<b>7540</b>	<b>10/08/2014</b>	<b>Claims</b>	<b>2</b>	<b>180165</b>	<b>Kevin Rogerson</b>		<b>250.00</b>
			001 - 512 50 41 000		Professional Services	250.00	
<b>7541</b>	<b>10/08/2014</b>	<b>Claims</b>	<b>2</b>	<b>180166</b>	<b>SCADA &amp; Controls Engineering Inc</b>		<b>5,325.60</b>
			401 - 535 80 41 000		Professional Services	1,680.00	
			401 - 594 35 64 401		Machinery & Equip	3,645.60	
<b>7542</b>	<b>10/08/2014</b>	<b>Claims</b>	<b>2</b>	<b>180167</b>	<b>Sedro-Woolley Auto Parts</b>		<b>806.65</b>
			001 - 521 20 48 010		Repair & Maint - Auto	4.12	
			001 - 522 20 31 000		Operating Supplies	15.18	
			412 - 537 50 48 000		Repairs/maint-equip	98.58	
			412 - 537 50 48 000		Repairs/maint-equip	41.06	
			103 - 542 30 48 010		Repair/Maintenance-Equip	44.42	
			103 - 542 30 48 010		Repair/Maintenance-Equip	18.30	
			103 - 542 30 48 010		Repair/Maintenance-Equip	143.26	
			103 - 542 30 48 010		Repair/Maintenance-Equip	165.56	
			103 - 542 30 48 010		Repair/Maintenance-Equip	118.23	
			103 - 542 30 48 010		Repair/Maintenance-Equip	118.23	
			101 - 576 80 48 021		Equipment	32.98	
			101 - 576 80 48 021		Equipment	6.73	
<b>7543</b>	<b>10/08/2014</b>	<b>Claims</b>	<b>2</b>	<b>180168</b>	<b>Sedro-Woolley Chamber Of</b>		<b>1,040.91</b>
			108 - 557 30 41 011		Chamber Of Commerce	1,040.91	
<b>7544</b>	<b>10/08/2014</b>	<b>Claims</b>	<b>2</b>	<b>180169</b>	<b>Sedro-Woolley Riding Club</b>		<b>1,000.00</b>
			108 - 557 30 41 013		S-W Riding Club	1,000.00	
<b>7545</b>	<b>10/08/2014</b>	<b>Claims</b>	<b>2</b>	<b>180170</b>	<b>Sedro-Woolley School Dist</b>		<b>7,947.00</b>
			621 - 586 00 00 621		School GMA Impact Fees	7,947.00	
<b>7546</b>	<b>10/08/2014</b>	<b>Claims</b>	<b>2</b>	<b>180171</b>	<b>Sedro-Woolley Volunteer</b>		<b>12,103.50</b>

# CHECK REGISTER

City Of Sedro-Woolley  
MCAG #: 0647

09/25/2014 To: 10/08/2014

Time: 16:21:45 Date: 10/02/2014  
Page: 6

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 522 20 11 010 -		Salaries-Volunteers	12,103.50	
7547	10/08/2014	Claims	2	180172	Signature Forms Inc	320.12	
			101 - 576 80 31 009 -		Operating Sup - Bingham Par	320.12	
7548	10/08/2014	Claims	2	180173	Sirchie Finger Print	150.08	
			001 - 521 20 31 002 -		Office/Operating Supplies	150.08	
7549	10/08/2014	Claims	2	180174	Skagit 911	25,622.43	
			001 - 521 20 51 030 -		911 Contracted Services	20,143.86	
			001 - 522 20 51 000 -		Central Dispatch	5,478.57	
7550	10/08/2014	Claims	2	180175	Skagit Co Public Works	42,194.24	
			412 - 537 60 47 000 -		Solid Waste Disposal	42,194.24	
7551	10/08/2014	Claims	2	180176	Skagit Co Public Works	25,335.83	
			102 - 595 30 63 000 -		Roadway Repairs	11,987.31	
			103 - 595 30 63 020 -		Contracted Overlay	13,348.52	
7552	10/08/2014	Claims	2	180177	Skagit Co. Dept of Public Health	1,950.79	
			001 - 566 00 51 000 -		Sk Cty Substance Abuse	1,950.79	
7553	10/08/2014	Claims	2	180178	Skagit County EMS	500.00	
			001 - 522 45 49 010 -		Tuition/Registration	500.00	
7554	10/08/2014	Claims	2	180179	Skagit County Treasurer	34,432.11	
			001 - 523 60 51 020 -		Jail Sales Tax Pass Through 2	34,432.11	
7555	10/08/2014	Claims	2	180180	Skagit Farmers Supply	98.89	
			401 - 535 50 48 010 -		Maintenance Of Lines	12.11	
			401 - 535 80 31 010 -		Operating Supplies	86.78	
7556	10/08/2014	Claims	2	180181	Smiley's Inc	1,352.37	
			412 - 537 80 34 000 -		Containers	1,352.37	
7557	10/08/2014	Claims	2	180182	Smithsonion	36.00	
			105 - 594 72 64 001 -		Books - Skagit County	36.00	
7558	10/08/2014	Claims	2	180183	Heather Sorsdal	30.00	
			001 - 521 40 43 000 -		Travel	30.00	
7559	10/08/2014	Claims	2	180184	Staples Business Advantage	381.83	
			001 - 521 20 31 002 -		Office/Operating Supplies	155.91	
			001 - 521 20 31 002 -		Office/Operating Supplies	31.44	
			001 - 521 20 31 002 -		Office/Operating Supplies	83.10	
			001 - 521 20 31 002 -		Office/Operating Supplies	111.38	
7560	10/08/2014	Claims	2	180185	State Auditor's Office	5,437.24	
			001 - 514 23 41 000 -		State Auditing	5,437.24	
7561	10/08/2014	Claims	2	180186	Trail Road Express Lube	8.48	
			001 - 522 45 49 000 -		Training Facilities	8.48	
7562	10/08/2014	Claims	2	180187	True Value	514.37	
			001 - 518 80 35 000 -		Small Tools/Minor Equip	11.92	
			001 - 521 20 31 002 -		Office/Operating Supplies	13.97	
			001 - 521 20 31 002 -		Office/Operating Supplies	13.00	
			001 - 522 20 31 000 -		Operating Supplies	14.09	
			001 - 522 20 31 000 -		Operating Supplies	26.56	
			001 - 522 20 48 000 -		Repairs/Maint-Equip	8.66	
			001 - 523 20 31 000 -		Office/Operating Supplies	15.15	
			401 - 535 50 48 010 -		Maintenance Of Lines	15.18	
			401 - 535 80 31 010 -		Operating Supplies	33.62	
			401 - 535 80 31 010 -		Operating Supplies	1.62	

# CHECK REGISTER

City Of Sedro-Woolley  
MCAG #: 0647

09/25/2014 To: 10/08/2014

Time: 16:21:45 Date: 10/02/2014

Page: 7

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			412 - 537 80 31 000		- Operating Supplies	7.58	
			412 - 537 80 31 000		- Operating Supplies	13.00	
			412 - 537 80 31 000		- Operating Supplies	47.73	
			412 - 537 80 31 000		- Operating Supplies	95.45	
			412 - 537 80 31 000		- Operating Supplies	131.15	
			412 - 537 80 31 000		- Operating Supplies	12.56	
			103 - 542 30 35 000		- Small Tools/Minor Equip	24.93	
			001 - 594 21 64 000		- Machinery & Equipment	28.20	
7563	10/08/2014	Claims	2	180188	USA Blue Book		48.81
					401 - 535 80 31 010 - Operating Supplies	48.81	
7564	10/08/2014	Claims	2	180189	Upstart		49.80
					105 - 572 20 31 010 - Supplies	49.80	
7565	10/08/2014	Claims	2	180190	Valley Auto Supply		53.81
					412 - 537 50 48 000 - Repairs/maint-equip	53.81	
7566	10/08/2014	Claims	2	180191	Van's Equipment Rent Inc		1,149.87
					412 - 537 80 45 000 - Equipment Rental	1,149.87	
7567	10/08/2014	Claims	2	180192	Verizon Wireless		2,745.70
					001 - 513 10 42 020 - Telephone	54.87	
					001 - 514 23 42 020 - Telephone	54.87	
					001 - 515 30 42 001 - Telephone	54.87	
					001 - 518 80 42 020 - Telephone	78.87	
					001 - 521 20 42 020 - Telephone	295.87	
					001 - 521 20 42 020 - Telephone	424.10	
					001 - 521 20 42 020 - Telephone	440.11	
					001 - 522 20 42 020 - Telephone	53.60	
					001 - 522 20 42 020 - Telephone	480.14	
					401 - 535 80 42 030 - Nextel Cell Phones	182.62	
					102 - 536 20 42 020 - Telephone	37.59	
					412 - 537 80 42 025 - Nextel Cell Phones	24.60	
					412 - 537 80 42 025 - Nextel Cell Phones	164.61	
					103 - 542 30 42 020 - Telephone	103.88	
					101 - 576 80 42 020 - Telephone	86.03	
					101 - 576 80 42 020 - Telephone	54.87	
					001 - 595 10 42 025 - Cell Phones	24.46	
					001 - 595 10 42 025 - Cell Phones	129.74	
7568	10/08/2014	Claims	2	180193	Matt Vollans		30.00
					001 - 521 40 43 000 - Travel	30.00	
7569	10/08/2014	Claims	2	180194	WA Assoc Of Sheriffs &		75.00
					001 - 521 20 49 010 - Dues/Subscriptions	75.00	
7570	10/08/2014	Claims	2	180195	WA State Dept Of Revenue		367.00
					101 - 362 50 00 000 - Houser Land Rental	-47.12	
					425 - 362 50 00 425 - Land Rents, Leases	-319.88	
7571	10/08/2014	Claims	2	180196	WSU Urban Ipm & Pest Safe Ed		120.00
					401 - 535 80 49 030 - Misc-Tuition/Registration	120.00	
7572	10/08/2014	Claims	2	180197	Washington State Patrol		534.00
					001 - 521 10 51 040 - Access Fees	534.00	
7573	10/08/2014	Claims	2	180198	Washington Tractor		89.22
					102 - 536 20 48 040 - Repair/Maint-Equip & Bldg	33.61	
					101 - 576 80 48 021 - Equipment	55.61	
7574	10/08/2014	Claims	2	180199	Waste Management Of Skgt		8,648.01
					412 - 537 60 47 010 - Recycling - Household	8,648.01	



OCT 08 2014

**AMENDMENT TO AGREEMENT**

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

THIS AMENDMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF SEDRO-WOOLLEY, a Washington municipal corporation (hereinafter referred to as the "City") and Scott G. Thomas (hereinafter referred to as the "Consultant").

**WITNESSETH:**

WHEREAS the City entered into an Agreement with the Consultant dated March 13, 2013, and

WHEREAS the parties hereto wish to amend the Agreement by expanding the scope of services to designate the consultant as a hearings officer for the City to serve as a hearing examiner to conduct forfeiture hearings pursuant to RCW 69.50.505.

NOW, THEREFORE, the parties hereby amend said Agreement, as follows:

1. Paragraph 1(A) is hereby amended through the addition of a new subsection (5), to read as follows:

(5) To conduct forfeiture hearings pursuant to RCW 69.50.505. The Police Chief of the City of Sedro-Woolley hereby designates the consultant as a hearing officer of the City pursuant to RCW 69.50.505, and delegates all authority conferred upon the Police Chief pursuant to that section.

2. Paragraph V(A) of the Agreement is hereby amended to read as follows:

A. The Director of the Planning Department for the CITY shall have primary responsibility for administering and approving services to be performed by the HEARING EXAMINER for land use services, and shall coordinate all communications between the CONSULTANT, HEARING EXAMINER, and the CITY for such services. The Police Chief of the CITY shall have primary responsibility for administering and approving services to be performed by the HEARING EXAMINER for forfeiture hearings pursuant to RCW 69.50.505, and shall coordinate all communications between the CONSULTANT, HEARING EXAMINER, and the CITY for such hearings.

3. All other terms and conditions of the original Agreement remain the same.

IN WITNESS WHEREOF the parties hereto have executed this document as of the day and year first written above.

**CITY OF SEDRO-WOOLLEY**

**CONSULTANT**

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

By \_\_\_\_\_  
Scott G. Thomas, WSB #23079  
Law Office of Scott G. Thomas  
1204 Cleveland Avenue  
Mount Vernon, WA 98273

Countersigned:

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

Tax ID #: 602-397-910

Approved as to form:

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

OCT 08 2014

7:00 P.M. COUNCIL CHAMBERS  
GEARY AND 3e

**INTERLOCAL AGREEMENT BETWEEN CITY OF SEDRO-WOOLLEY AND  
SEDRO-WOOLLEY SCHOOL DISTRICT NO. 101**

This Agreement is entered into between the City of Sedro-Woolley (City) and the Sedro-Woolley School District No. 101 (District) pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

**I. PURPOSE**

The purpose of this Agreement is to share funding for the construction of a new radio transceiver for the Sedro-Woolley Police Department for the benefit of the citizens of the City of Sedro-Woolley and the Sedro-Woolley School District No. 101.

**II. SERVICES**

The City has a need to improve radio communications within the City for law enforcement. The District has a need to address internal emergency radio communications within its recently constructed Cascade Middle School as required by Section 510, Emergency Responder Radio Coverage, which requires a minimum signal strength within Cascade Middle School of 95 dBm. The City desires to construct a new transceiver on an existing tower located off of SR 9, but has insufficient resources to fund the project. The project is modeled to address the District's needs for communications within Cascade Middle School. Therefore, the District is interested in partnering with the City to pay for the construction of the City's project.

**III. COMPENSATION**

Upon completion of the City's project and testing to ensure that it results in Section 510 compliance for emergency communications within Cascade Middle School, the District agrees to reimburse the City in the amount of sixty thousand dollars (\$60,000.00) within thirty days of completion and testing, provided, that the District will pay nothing if the City's project does not result in emergency communication compliance at Cascade Middle School.

**IV. INDEMNIFICATION**

Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions, or those of their officials, officers, agents, or employees to the fullest extent required by law. Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or other actions arising from any negligent or intentional act or omission of that party's employees, agents and/or authorized subcontractor(s) while performing under this Agreement. It is

INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEDRO-WOOLLEY  
AND THE SEDRO-WOOLLEY SCHOOL DISTRICT NO. 101

further provided that no liability shall attach to either the City or the District by reason of entering into this Agreement except as expressly provided herein.

If such claims are caused by or result from the concurrent negligence of the City, or its agents, employees, and/or officers, and the District, or its agents, employees, and/or officers, then these indemnity provisions shall be valid and enforceable only to the extent of the negligence of the indemnifying party; provided that nothing herein shall require either party to hold harmless or defend the other party or the other party's agents, employees and/or officers from any claims arising from the sole negligence of the other party, or its agents, employees, and/or officers.

## **V. AMENDMENT**

The parties may mutually waive, amend, or modify parts of this Agreement this Agreement. Such amendments, changes, modifications, or waivers shall not be binding unless they are in writing and signed by personnel authorized to bind the parties. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

## **VI. CHOICE OF LAW AND VENUE**

This Agreement will be governed by the laws of the State of Washington, both as to interpretation and performance. Any actions at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement may be instituted only in a court of competent jurisdiction in the State of Washington, County of Skagit.

## **VII. SEVERABILITY**

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

## **VIII. INTEGRATION CLAUSE**

This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained in this Agreement. This Agreement supersedes all previous communications, representations or agreements, either oral or written, between the parties.

## **IX. TERM AND TERMINATION**

INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEDRO-WOOLLEY  
AND THE SEDRO-WOOLLEY SCHOOL DISTRICT NO. 101

The term of this agreement shall be from the date hereof, and shall extend until the project is completed and either: payment is received by the District to the City, or it is determined that the project is insufficient to address emergency communications requirements within Cascade Middle School.

**X. PROPERTY AND EQUIPMENT**

All property purchased for this project and/or purchased with funds reimbursed by the District shall be the sole property of the City. The City shall maintain control and have discretion over the operation of the project at all times in the sole discretion of the City. The District shall have no ongoing responsibilities for maintenance and operations costs.

**XI. DISPUTES**

In the event that a dispute arises under this Agreement, it will be resolved in the following manner:

The parties will each individually appoint one member to a dispute board. The dispute board will evaluate the dispute and make a determination of the dispute. The determination of the dispute board will be final and binding on the parties hereto.

**XII. FILING**

This Agreement will be filed with the City, the District, and posted on the City's website.

**XIII. NOTICES**

All notices and payments hereunder may be delivered or mailed. If mailed, they shall be sent to the following respective addresses:

To Sedro-Woolley  
325 Metcalf Street  
Sedro-Woolley, WA 98284  
Attn: City Supervisor

To Sedro-Woolley School District  
801 Trail Road  
Sedro-Woolley, WA 98284  
Attn: Superintendent

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next

following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

**XIV. EFFECTIVE DATE**

This Agreement will take effect when executed by the parties.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF SEDRO-WOOLLEY**

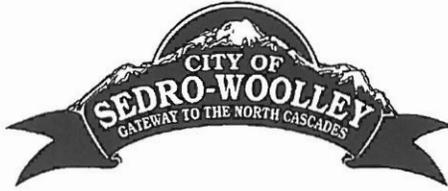
**SEDRO-WOOLLEY SCHOOL  
DISTRICT NO. 101**

\_\_\_\_\_  
MAYOR MIKE ANDERSON

\_\_\_\_\_  
PHIL BROCKMAN, SUPERINTENDENT

APPROVED AS TO FORM:

\_\_\_\_\_  
ERON BERG, City Attorney  
City of Sedro-Woolley



OCT 08 2014

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

Mark A. Freiberger, PE  
Director of Public Works

MEMO TO: City Council and Mayor Mike Anderson

FROM: Mark A. Freiberger, PE

RE: **Supplemental Agreement Number 10 to 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: October 1, 2014 (for Council action October 8, 2014)

**ISSUE**

Should Mayor Anderson execute the attached Supplemental Agreement Number 10 to Professional Services Agreement No. 2012-PS-14 with David Evans & Associates, Inc. of Bellevue, WA to provide construction phase engineering and inspection services for the SR20/Cook Road Realignment and Extension Project in the amount not to exceed \$28,198?

**BACKGROUND/DISCUSSION**

Supplemental Agreement Numbers 5 through 9 to the David Evans & Associates Standard Consultant Agreement provides a full time construction manager and inspector for the duration of the project, plus engineering support services. Supplement 9 was issued on 4/28/2014. Since that time, there have been seven additional change orders adding \$84,342 to the construction contract, and extending the completion date by ten working days. This has led to an extension of the field and office work provided by Evans. A portion of this work will be covered by Interlocal agreements with Skagit Transit and PUD.

The attached proposed Supplemental Agreement 10 totals \$28,198, and adds budget for 18 additional days for the construction manager, three days for the project manager, along with sub consultant expenses for additional survey work requested by the city.

**ANALYSIS**

**ESTIMATED COST**

Construction Contract, Base Bid, Sch A thru D	\$3,833,101	Thru CO 20
Misc CN (PSE Street Lights, CNG Gas Reg, Misc)	\$ 316,953	
<b>Subtotal Construction</b>	<b>\$4,150,054</b>	
DEA Supplemental Agreement No. 5-10 CM Svcs	\$ 445,046	
City CM (adjusted to remove inspector by city)	\$ 70,449	
WSDOT CM	\$ 35,000	
<b>Subtotal Construction Engineering &amp; Mgt</b>	<b>\$ 550,495</b>	<b>13.3% of CN</b>
<b>Total Construction Phase</b>	<b>\$4,700,549</b>	
DEA Design Phase Services through SA 10	\$ 831,513	
DEA On-Call Agr 2012-PW-10 TO 2 Topo Survey	\$ 43,346	
<b>Total DEA Design</b>	<b>\$ 874,859</b>	<b>18.2% of all CN</b>

Estimated City Administration Design Phase	\$ 28,246	
Misc PE & ROW Costs	\$ 5,424	
Estimated WSDOT PE & Special Study	\$ 83,178	
<b>Subtotal Design Phase Budget</b>	<b>\$ 991,707</b>	<b>20.6% of CN</b>
<b>Subtotal ROW Donations</b>	<b>\$1,872,310</b>	
<b>TOTAL PROJECT COST ESTIMATE</b>		<b>\$7,584,566</b>

**ESTIMATED REVENUE**

Transportation Improvement Board UAP Grant - CN	\$3,962,839	
Transportation Improvement Board USP Grant – CN	\$ 255,449,	
Local funds from GMA Impact Fee Fund match for TIB	\$ 77,959	
<b>Additional Local Funds needed</b>	<b>\$ 42,969</b>	
Skagit Transit – CN (TIB Match and Park/Ride CN)	\$ 110,372	
PUD No. 1 – Schedule A Waterline Work CN	\$ 136,453	
Account 103 for Bingham Park	\$ 74,508	
<b>Subtotal Construction Phase</b>		<b>\$4,700,549</b>

STP(R) federal funds through SCOG - PE	\$ 625,000	
GMA Impact Fee Fund – PE – original budget	\$ 165,000	
Additional GMA Impact Fee Funds prev approved	\$ 111,098	
<b>Additional GMA Impact Fee Funds needed</b>	<b>\$ 14,095</b>	
WSDOT Special Study - PE	\$ 40,000	
Skagit Transit - PE	\$ 11,782	
PUD No. 1 of Skagit County - PE	\$ 16,675	
PSE reimbursement for Topo Survey - PE	\$ 2,561	
Account 020 and 311 for Bingham Park MP - PE	\$ 5,514	
<b>Subtotal Design Phase funds available</b>		<b>\$ 991,707</b>

City ROW Donation	\$ 109,468	Final
WSDOT ROW Donation	\$1,640,000	Preliminary
SeaLand ROW Donation	\$ 142,842	Final
<b>Subtotal ROW Donations</b>	<b>\$1,892,310</b>	
<b>TOTAL ANTICIPATED REVENUE</b>		<b>\$7,584,566</b>

PREVIOUSLY AUTHORIZED LOCAL FUNDS	\$ 354,057
<b>ADDITIONAL FUNDS NEEDED</b>	<b>\$ 57,064</b>
TOTAL LOCAL	\$ 411,121

Previous Staff Memorandums to Council have increased the local funds requirements to \$189,057. The current estimate increases this match requirement by \$57,064, for a total of \$246,121. Including the original commitment of \$165,000, the local match totals \$411,121.

The April 15, 2014 Staff Memorandum recommending approval of DEA Supplemental Agreement 9 included an analysis of the status of the GMA Impact Fee fund, indicating that the increases identified to that time (\$189,057) would leave a fund balance of approximately \$13,712. The present increase is \$50,699, which exceeds that funding source by \$36,987. Additional funds will be required. The work is nearing completion, and adjustments to the above numbers can be expected.

**MOTION:**

***Move to authorize Mayor Anderson to execute the attached Supplemental Agreement Number 10 to Professional Services Agreement No. 2012-PS-14 with David Evans & Associates, Inc. of Bellevue, WA to provide additional construction phase engineering and inspection services for the SR20/Cook Road Realignment and Extension Project in the amount not to exceed \$28,198.***



<b>Supplemental Agreement Number <u>10</u></b>		Organization and Address David Evans and Associates, Inc 415 118th Avenue SE Bellevue, WA 98005	
Original Agreement Number DEA Project # SDRO0000-0016		Phone: 425-519-6500	
Project Number Federal Aid # STPUS-0020(172)	Execution Date 6/8/2012	Completion Date 12/31/2014	
Project Title SR 20, Cook Road Realignment and Extension Project	New Maximum Amount Payable <b>\$ 1,270,446.00</b>		
Description of Work Supplement No. 10 adds additional construction management and design support services along with surveying the Skagit Transit facility, SR 20 pavement topo/slope staking, stages 3 and 4 and monument case surveying. Supplement 10 transfers surplus budget from MTC and AESI to cover a portion of the above mentioned tasks.			

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: The project end date is amended to be 12/31/14

III

Section V, PAYMENT, shall be amended as follows:

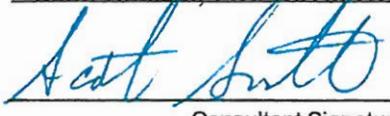
See the attached "Exhibit E-1" for the fee estimate

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: Scott Soiseth, P.E. David Evans and Assoc.

By: Mark Freiberger, P.E. City of Sedro-Woolley

 9/25/14  
Consultant Signature

\_\_\_\_\_  
Approving Authority Signature

\_\_\_\_\_  
Date

**Exhibit "A"**  
**Summary of Payments**

	<b>Basic Agreement</b>	<b>Supl. #1</b>	<b>Supl. #2</b>	<b>Supl. #3</b>	<b>Supl. #4</b>	<b>Supl. #5</b>	<b>Supl. #6</b>	<b>Supl. #7</b>	<b>Supl. #8</b>	<b>Supl. #9</b>	<b>Supl. #10</b>	<b>Total</b>
Direct Salary Cost	\$169,642.00	\$12,073.00	\$32,700.00	\$203.00	\$902.00	\$77,733.00	\$9,578.00	\$181.00	\$1,824.00	\$15,933.00	\$7,657.00	<b>\$328,426.00</b>
Overhead (including Payroll Additives)	\$297,095.00	\$21,144.00	\$57,266.00	\$356.00	\$1,580.00	\$136,134.00	\$16,774.00	\$318.00	\$3,195.00	\$27,903.00	\$13,410.00	<b>\$575,175.00</b>
Direct Non-Salary Cost	\$152,259.00	(\$22,338.00)	\$0.00	\$19,920.00	\$6,010.00	\$98,409.00	\$0.00	\$6,690.00	\$0.00	\$2,533.00	\$4,834.00	<b>\$268,317.00</b>
Fixed Fee	\$50,893.00	\$3,622.00	\$9,810.00	\$61.00	\$271.00	\$23,320.00	\$2,873.00	\$54.00	\$547.00	\$4,780.00	\$2,297.00	<b>\$98,528.00</b>
<b>Total</b>	<b>\$669,889.00</b>	<b>\$14,501.00</b>	<b>\$99,776.00</b>	<b>\$20,540.00</b>	<b>\$8,763.00</b>	<b>\$335,596.00</b>	<b>\$29,225.00</b>	<b>\$7,243.00</b>	<b>\$5,566.00</b>	<b>\$51,149.00</b>	<b>\$28,198.00</b>	<b>\$1,270,446.00</b>

**Exhibit E-1**  
**Supplement No. 10**  
**Consultant Fee Determination - Summary Sheet**  
**SR 20, Cook Road Realignment and Extension Project**  
**Construction Management**  
City of Sedro-Woolley

**David Evans and Associates, Inc.**

Classification	Direct		Cost
	Rate	Hours	
1 Project Manager (PMGR)	\$ 60.50	26	\$1,573
2 Professional Engineer (PFEN)	\$ 44.00	8	\$352
3 CADD Manager (CADM)	\$ 40.00	6	\$240
4 Construction Manager (CONM)	\$ 42.00	178	\$7,476
5 Construction Inspector (CINS)	\$ 20.50	-107.7	(\$2,208)
6 Administrative Assistant (ADMA)	\$ 28.00	8	\$224
		Total Hours	118.3
<b>Salary Cost</b>			<b>\$7,657</b>
<b>Overhead Cost @</b>	175.13% of Direct Labor		<b>\$13,410</b>
<b>Fixed Fee @</b>	30.00% of Direct Labor		<b>\$2,297</b>
<b>Total Overhead &amp; Net Fee Cost</b>			<b>\$15,707</b>
<b>DEA Subtotal</b>			<b>\$23,364</b>
<b>Direct Expenses</b>			
Mileage	miles @	\$0.56 /mile	300 \$168
Per Diem (Construction Manager)	days @	\$125 /day w/ hotel	3 \$375
Per Diem (Construction Manager)	days @	\$25 /day	\$0
<b>Subtotal</b>			<b>\$543</b>
<b>David Evans and Associates Total</b>			<b>\$23,907</b>
<b>Subconsultants</b>			
			<b>\$ Total</b>
Skagit Surveyors & Engineers (Construction Surveying)			\$9,284
Materials Testing & Consulting (Material Testing/ Sampling)			(\$4,271)
Associated Earth Sciences Inc. (Geotechnical Support)			(\$721)
<b>Subconsultant Total</b>			<b>\$4,291</b>
<b>Direct Expenses Sub-Total (including Subconsultants)</b>			<b>\$4,834</b>
<b>Construction Management Total</b>			<b>\$28,198</b>

**Exhibit E-1**  
**Supplement No. 10**  
**Consultant Fee Determination**  
**SR 20, Cook Road Realignment and Extension Project**  
**Construction Management**  
City of Sedro-Woolley

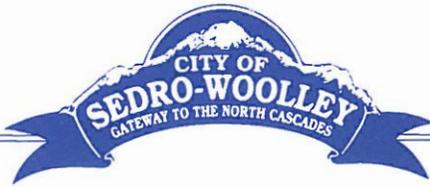
**David Evans and Associates, Inc.**

Work Element #	Work Element	1	2	3	4	5	6	DEA Total hrs	DEA Total \$	Skagit Surveyors & Engineers (Construction Surveying) Total \$	Materials Testing & Consulting (Material Testing/ Sampling) Total \$	Associated Earth Sciences, Inc. (AESI) Total \$	Total \$ Total \$
		Project Manager (PMGR) Total hrs	Professional Engineer (PFEN) Total hrs	CADD Manager (CADM) Total hrs	Construction Manager (CONM) Total hrs	Construction Inspector (CINS) Total hrs	Administrative Assistant (ADMA) Total hrs						
1.0	<b>Contract Management</b>												
1.1	Project Management	8					2	10	\$1,648				\$1,648
1.2	Monthly Invoices and Progress Reports (1 total)	2					2	4	\$540				\$540
1.3	Quality Control/Quality Assurance Review												
	<b>Work Element 1.0 Total</b>	10					4	14	\$2,188				\$2,188
2.0	<b>Construction Management</b>												
2.2	Construction Management Tasks				148			148	\$18,967				\$18,967
2.3	Extra CM Tasks After 8/30/14 (3- 10 hour days)				30			30	\$3,845			-\$721	\$3,123
2.4	Transfer surplus CI budget to CM budget						-107.7	-107.7	-\$6,737				-\$6,737
	<b>Work Element 2.0 Total</b>				178		-107.7	70.3	\$16,075			-\$721	\$15,353
3.0	<b>Materials Inspection and Testing</b>												
3.1	Materials Testing Reports										-\$4,271		-\$4,271
	<b>Work Element 3.0 Total</b>										-\$4,271		-\$4,271
4.0	<b>Construction Surveying</b>												
#####	SKAT Surveying									\$2,581			\$2,581
#####	SR 20 Pavement Topo and Slope Staking									\$2,400			\$2,400
#####	Additional Stages 3 and 4 Construction Staking									\$3,803			\$3,803
#####	Monument Case Surveying									\$500			\$500
	<b>Work Element 4.0 Total</b>									\$9,284			\$9,284
5.0	<b>Design Support</b>	16	8	6			4	34	\$5,102				\$5,102
	<b>Work Element 5.0 Total</b>	16	8	6			4	34	\$5,102				\$5,102
	<b>Direct Expenses</b>								\$543				\$543
	<b>PROJECT TOTAL</b>	26	8	6	178		-107.7	118.3	\$23,907	\$9,284	-\$4,271	-\$721	\$28,198

OCT 08 2014

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 4

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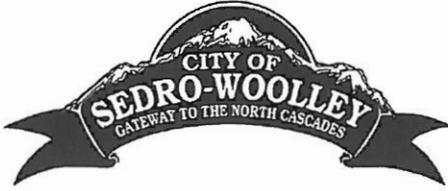


SUBJECT: PUBLIC COMMENT

Name:  
Address:  
Narrative:

CITY COUNCIL AGENDA  
REGULAR MEETING

OCT 08 2014



7:00 P.M. COUNCIL CHAMBERS Sedro-Woolley Municipal Building  
AGENDA NO. 5

CITY OF SEDRO-WOOLLEY

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

**2<sup>ND</sup> READING**

Eron M. Berg  
City Supervisor/City Attorney

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MEMO TO: City Council  
FROM: Eron Berg  
RE: Solid Waste Rate changes  
DATE: October 8, 2014

ISSUE: Should the Council adopt the draft ordinance adjusting solid waste rates to accommodate residential every other week service?

BACKGROUND: This item was discussed at the September 10, 2014 meeting and at the September 24, 2014 meeting. This ordinance is noted for a public hearing and possible action tonight.

The city's contract with Waste Management for curbside recycling terminates at the end of August, 2015. Between now and then, the City Council will have to decide the best approach to recycling within the city.

Leo Jacobs has presented a proposal to offer garbage services on an every other week basis and to test that idea in a pilot project that would commence later this fall and run through next spring. The concept is that the city could use its existing crews and trucks to handle both garbage and recycling if we alternate those services. The savings would accrue both to our streets through less use and to our garbage utility rates by keeping costs down. The pilot project would be used to determine the feasibility of every other week service in Sedro-Woolley.

The draft ordinance includes a new rate schedule for every other week service and additional language addressing the fuel surcharge (reducing it for EOW customers).

RECOMMENDATION: *Following the public hearing:* Motion to adopt Ordinance \_\_\_\_-14, an ordinance amending the residential rate schedule to include an every other week rate.

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

**AN ORDINANCE AMENDING CHAPTER 8.04 OF THE SEDRO-WOOLLEY MUNICIPAL CODE TO ALLOW FOR EVERY OTHER WEEK RESIDENTIAL GARBAGE SERVICE**

WHEREAS, the cost of doing business continues to increase; and

WHEREAS, the City's contract for recycling service expires next year resulting in the question of the best approach to recycling; and

WHEREAS, the solid waste division of public works has requested the opportunity to pilot every other week garbage service to determine if it would be feasible as a means to absorbing the recycling service in an efficient and cost effective manner; and

WHEREAS, the City Council desires to balance the financial stability and fiscal sustainability of its utilities with the services needed by the community; and

WHEREAS, pursuant to RCW 35.21.157, notice of this pending rate change was published in the City's newspaper of record on September 29, 2014 and October 6, 2014 and a public hearing was held on October 8, 2014; and

WHEREAS, the City Council finds that adoption of the user fees set forth in this ordinance will support the operation of the refuse collection system with the lowest possible rates; and

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

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

**Section 1:** SWMC 8.04.075A is amended to read as follows:

**8.04.075 Collection charges.**

Charges for refuse and garbage collection and disposal shall be compulsory. Charges not paid within twenty-five days of billing date shall be delinquent and the charge may become a lien against the property which is serviced by the garbage collection and disposal system. The city, at its discretion, may also reduce or eliminate service on delinquent accounts.

A. Residential:

1. Table 1: The charges for regular weekly garbage service shall be as follows:

**Monthly Charge with One Pickup Per Week**

Type of Service	Garbage	Recycling	Total
Residential, 20-gal. can	\$ 8.68	\$2.60	\$11.28
Residential, 32-gal. can	16.42	2.60	19.02
Residential, 68-gal. can	23.81	2.60	26.41
Residential, 96-gal. can	31.80	2.60	34.40
Residential, low income	80% of applicable residential rate		

Table 2: The charges for regular every other week garbage service shall be as follows:

**Monthly Charge with One Pickup Every Other Week**

Type of Service	Garbage	Recycling	Total
Residential, 20-gal. can	\$ 4.34	\$2.60	\$6.94
Residential, 32-gal. can	8.21	2.60	10.81
Residential, 68-gal. can	11.91	2.60	14.51
Residential, 2 68-gal cans	23.81	2.60	26.41
Residential, 96-gal. can	15.90	2.60	18.50
Residential, 2 96-gal cans	31.80	2.60	34.40
Residential, low income	80% of applicable residential rate		

**Section 2.** Customers who are provided with every other week service shall pay 50% of the fuel surcharges identified under SWMC 8.04.120.

**Section 3.** The provisions of this ordinance are declared to be severable, and if any section, sentence, clause or phrase of this ordinance shall for any reason be held invalid or unconstitutional or if the application of this ordinance to any person or circumstances shall be held invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clause or phrases of this ordinance.

**Section 4.** The effective date of this Ordinance shall be November 30, 2014, which is more than 45 days following the published notice to ratepayers.

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mayor

Attest:

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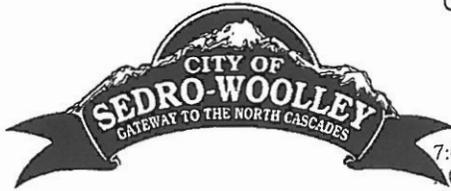
Finance Director

Approved as to form:

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City Attorney

Filed with the City Clerk:	September 18, 2014
Public Hearing:	October 8, 2014
First Reading:	September 24, 2014
Second Reading:	October 8, 2014
Passed by the City Council:	
Date of Publication:	
Effective Date:	



CITY COUNCIL AGENDA  
REGULAR MEETING

OCT 08 2014

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 10

**CITY OF SEDRO-WOOLLEY**  
Sedro-Woolley Municipal Building  
325 Metcalf Street  
Sedro-Woolley, WA 98284  
Phone (360) 855-0771  
Fax (360) 855-0707

David Lee, PE  
City Engineer

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MEMO TO: City Council and Mayor Anderson  
FROM: David Lee, PE  
RE: **Possible Bid Award**  
**2014 Sanitary Sewer Manhole Repair Project**  
**Bids not yet opened**  
DATE: October 1, 2014 (for Council action October 8, 2014)

**ISSUE:**

Shall council move to award the 2014 Sanitary Sewer Manhole Repair Project to the lowest responsible bidder? The Engineer's estimate for the project is between \$16,000 and \$20,000. The actual bid amount will be presented at the October 8<sup>th</sup> Council meeting for final approval.

**BACKGROUND:**

This project proposes to repair the channels in nine sanitary sewer manholes in various locations within the City. Bids will be opened at 10:00 am on October 7, 2014 at which time the lowest responsible bidder will be selected.

**DISCUSSION:**

This project is the latest in the effort to rehabilitate the sanitary sewer collection system by repairing deteriorating manhole channels. This project proposes to repair the channels in nine sanitary sewer manholes in various locations within the City.

**FINANCIAL:**

Construction funds for this project are available from the Account 401 Other Improvements line item, budgeted at \$170,000.

**Budget**

401 Engineering Services-PE	\$ 50,000
401 Other Improvements-CN	\$ 170,000
<b>Total Available</b>	<b>\$ 220,000</b>

**Expenditures**

<i>Engineering Services and Other Improvements to date</i>	\$ 8,007
<i>Other Improvements-Riverfront Wetwell Installation EST</i>	\$ 8,000
Design Engineering-City Staff	\$ 700
Construction Engineering-City Staff	\$ 900
2014 Sanitary Sewer Manhole Repair Project <b>ESTIMATE</b>	\$ 20,000
Contingency	\$ 2,000
<b>Project Total</b>	<b>\$ 23,600</b>
<b>Total Expenditures</b>	<b>\$ 39,607</b>

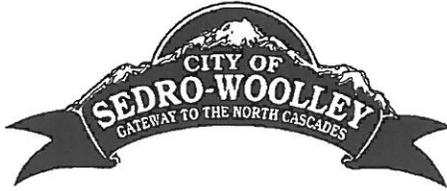
**Remaining Budget** \$ 180,393

**ANALYSIS:**

Sufficient funds are available to award this project.

**MOTION:**

*Move to award the 2014 Sanitary Sewer Manhole Repair Project to lowest responsible in the estimated amount of \$20,000.00 (including sales tax).*



CITY OF SEDRO-WOOLLEY  
Sedro-Woolley Municipal Building  
325 Metcalf Street  
Sedro-Woolley, WA 98284  
Phone (360) 855-0771  
Fax (360) 855-0707

David Lee, PE  
City Engineer

MEMO TO: City Council and Mayor Anderson  
FROM: David Lee, PE  
RE: **Possible Bid Award**  
**2014 Sanitary Sewer Manhole Repair Project, 2014-PW-21**  
**Tellus LLC**  
DATE: October 7, 2014 (for Council action October 8, 2014)

**ISSUE:**

Shall council move to award and authorize the Mayor to execute the attached Public Works Agreement No. 2014-PW-21 for the 2014 Sanitary Sewer Manhole Repair Project to Tellus LLC of Kennewick, WA in the amount of \$11,609.45 (including sales tax)?

**BACKGROUND:**

On October 7, 2014, bids closed for the 2014 Sanitary Sewer Manhole repair Project. Seven bids were received for the project. The Bid tabulation prepared by our office is attached.

**DISCUSSION:**

This project is the latest in the effort to rehabilitate the sanitary sewer collection system by repairing deteriorating manhole channels. This project proposes to repair the channels in nine sanitary sewer manholes in various locations within the City.

The apparent low bidder is Tellus LLC of Kennewick, WA with a bid of \$11,609.45 (including sales tax), which is 42% under the Engineer's Estimate. The other bids were 38% and 33% under, and 19%, 53%, 60% and 69% over the engineer's estimate respectively. Based on the final bid summary as attached and a review of references we recommend award of the bid.

**FINANCIAL:**

Construction funds for this project are available from the Account 401 Other Improvements line item, budgeted at \$170,000.

**Budget**

401 Engineering Services-PE	\$ 50,000
401 Other Improvements-CN	\$ 170,000
<b>Total Available</b>	<b>\$ 220,000</b>

**Expenditures**

<i>Engineering Services and Other Improvements to date</i>	\$ 8,007
<i>Other Improvements-2014 Riverfront Pressurized Sewer</i>	\$ 12,066

Design Engineering-City Staff	\$ 700
Construction Engineering-City Staff	\$ 500
2014 Sanitary Sewer Manhole Repair Project	\$ 11,609
Contingency	\$ 2,000
<b>Project Total</b>	<b>\$ 14,809</b>
<b>Total Expenditures</b>	<b>\$ 34,882</b>

**Remaining Budget** \$ 185,118

**ANALYSIS:**

Sufficient funds are available to award this project.

**MOTION:**

*Move to award and authorize the Mayor to execute the attached Public Works Agreement No. 2014-PW-21 for the 2014 Sanitary Sewer Manhole Repair Project to Tellus LLC of Kennewick, WA in the amount of \$11,609.45 (including sales tax).*

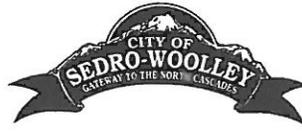


**City of Sedro-Woolley**  
**2014 Sanitary Sewer Manhole Repair Project**  
**2014-PW-21**  
**Bid Summary - Preliminary**  
**Tuesday, October 7, 2014 10:00 AM**

By: David Lee, PE

POSITION	CONTRACTOR/ADDRESS	STATEMENT OF QUALIFICATIONS	ADDENDUM 1 NOTED?	ON MRSC ROSTER?	BASE BID	% OVER/UNDER ENG EST
1	Tellus LLC, Kennewick, WA	x		x	\$11,609.45	-41.95%
2	Realm Inc, Dupont, WA	x		x	\$12,369.00	-38.16%
3	Olson Brothers Pro-Vac LLC, Puyallup, WA	x		x	\$13,345.00	-33.28%
4	Natural Builders Inc., Stanwood, WA	x		x	\$23,906.09	19.53%
5	SRV Construction Inc., Oak Harbor, WA	x		x	\$30,553.60	52.77%
6	Razz Construction Inc., Bellingham, WA	x		x	\$31,899.00	59.50%
7	Combined Construction Inc., Mukilteo, WA	x		x	\$33,852.00	69.26%
8						-100.00%
9						-100.00%
10						-100.00%
	ENGINEER'S ESTIMATE				20,000.00	

Note: Math Error - corrected



**PUBLIC WORKS AGREEMENT 2014-PW-21**

**Project Name: 2014 Sanitary Sewer Manhole Repair Project**

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and Tellus LLC, 4309 W 27th Place, Ste. 103, Kennewick, WA 99338, (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: Repair/replace live sanitary sewer manhole channels

**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 **David Lee, City Engineer** (360) 661-6469 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. Performance and Payment bonds 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 **\$11,609.45**

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 **November 18, 2014**.

B. To the extent not inconsistent with this agreement, this contract includes the **Invitation to Bid dated September 23, 2014 and Proposal dated October 7, 2014 (Exhibit A)**, and contract plans and specifications, all incorporated herein by this reference.

C. Scope of project: Repair/replace live sanitary sewer manhole channels

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:

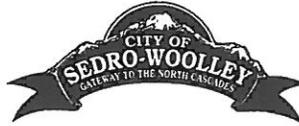
\_\_\_\_\_  
Mike Anderson, Mayor

Attest:

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

Approved as to form:

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



## RETAINAGE INVESTMENT OPTION

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

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

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

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

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

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

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

Designate below the type of investment selected:

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

CITY \_\_\_\_\_

**ESCROW AGREEMENT / INTEREST BEARING ACCOUNT**

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

\_\_\_\_\_  
Branch

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

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

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

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

**INSTRUCTIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Contractor

**CITY OF SEDRO-WOOLLEY**  
City

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

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

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

ATTESTED BY:

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

Approved as to form:

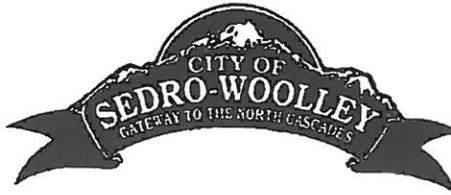
\_\_\_\_\_  
City Attorney

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

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

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

# EXHIBIT A



## 2014 Sanitary Sewer Manhole Repair Project 2014-PW-21 PROPOSAL

Proposals due by 10:00 am, October 7, 2014

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, or by email at [jrosario@ci.sedro-woolley.wa.us](mailto:jrosario@ci.sedro-woolley.wa.us).

We, the undersigned, hereby agree to bid the following per the "Invitation to Bid – 2014 Sanitary Sewer Manhole Repair Project":

### BASE BID: 2014 Sanitary Sewer Manhole Repair Project

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1.	Mobilization/Demobilization	1 LS	\$ <del>3,000</del>	\$ 3,000
2.	Repair Manhole	9 EA	\$ <del>855.55</del>	\$ 7,700
SUBTOTAL				\$ 10,700
SALES TAX (8.5%)				\$ 909.50
TOTAL				\$ 11,588.10

7699.95  
10699.95  
909.50  
11609.45 JKL

### NOTES:

1. WAC 458-20-170 applies to this project. Washington State Retail Sales Taxes for the various bid item prices, will be included as a separate item.
2. Contractor shall coordinate with the City for manhole initial cleaning and pumping. Contractor may plug inlet pipe(s) in manholes being worked on. City will provide pumping of upstream manholes.
3. Contractor is responsible for providing all necessary traffic control labor and devices. Costs associated with traffic control labor and devices shall be included in the repair manhole unit price.
4. Contractor shall remove enough of existing concrete channel section to allow for reconstruction of the channel to match the existing pipe diameter. **Channel bottoms, side walls and launders shall have a troweled, smooth finish.**

OCT -7 2014  
JKL 9:55 AM

5. Contractor is responsible for properly disposing of removed concrete, pipe and other debris from sanitary sewer manholes. Costs associated with removal and disposal shall be included in the repair manhole unit price. Contractor shall prevent concrete debris from getting into the downstream system.
6. Contractor is responsible for compliance with all local, state and federal confined space laws, regulations and rules. Contractor shall provide all necessary safety equipment and materials.
7. The unit price per each for Repair Manhole shall include all labor, equipment and materials necessary to complete the indicated repairs, including necessary traffic control and material removal and disposal.

BIDDER NAME:

Tellus llc

ADDRESS:

4309 W 27<sup>th</sup> Pl Suite 103  
Kennecook WA 99336

CONTACT:

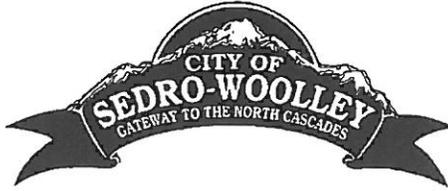
509-827-2777

TELEPHONE:

John HawleyADDENDUMS ACKNOWLEDGED:     

REQUIRED ENCLOSURE(S):

Statement of Bidders Qualifications



CITY OF SEDRO-WOOLLEY  
Sedro-Woolley Municipal Building  
325 Metcalf Street  
Sedro-Woolley, WA 98284  
Phone (360) 855-0771  
Fax (360) 855-0707

David Lee, PE  
City Engineer

MEMO TO: City Council and Mayor Anderson  
FROM: David Lee, PE  
RE: **Possible Bid Award**  
**2014 Riverfront Pressurized Sewer System, 2014-PW-17**  
**Carmen's Construction LLC**  
DATE: October 7, 2014 (for Council action October 8, 2014)

**ISSUE:**

Shall council move to award and authorize the Mayor to execute the attached Public Works Agreement No. 2014-PW-17 for the 2014 Riverfront Pressurized Sewer System to Carmen's Construction LLC of Oak Harbor, WA in the amount of \$12,068.46 (including sales tax)?

**BACKGROUND:**

On October 7, 2014, bids closed for the 2014 Riverfront Pressurized Sewer. Six bids were received for the project. The Bid tabulation prepared by our office is attached.

**DISCUSSION:**

This project is part of a larger scale project proposed to provide gravity sanitary sewer to Riverfront Park. The park is currently served by two septic systems, both of which are failing. The overall project includes the installation of a sanitary sewer pump station which will pump the sewage to the sewer system located in Dunlop Street. The gravity sewer line will provide service for the caretaker residence, the restroom facilities and the RV park caretaker space. Eventually, as funding allows, the system in the park can be expanded to provide sewer hook-ups for the RV spaces. The City is currently in possession of the pumps and other mechanical elements of the pump station as well as the electrical control panel.

This portion of the project is for the installation of the pump station wetwell structure only. The reason for installing this structure at this time is that the dry weather we have had this year provides excellent excavation conditions so near to the river. With the groundwater level at its lowest point, the installation of the 14-foot deep wetwell manhole will be able to be done without having to dewater thus lessening the overall cost.

The apparent low bidder is Carmen's Construction LLC of Oak Harbor, WA with a bid of \$12,068.46 (including sales tax), which is 51% over the Engineer's Estimate. The other bids were 58%, 81%, 110%, 114%, and 162% over the engineer's estimate respectively. Based on the final bid summary as attached and a review of references we recommend award of the bid.

**FINANCIAL:**

Construction funds for this project are available from the Account 401 Other Improvements line item, budgeted at \$170,000.

**Budget**

401 Engineering Services-PE	\$ 50,000
401 Other Improvements-CN	\$ 170,000
<b>Total Available</b>	<b>\$ 220,000</b>

**Expenditures**

<i>Engineering Services and Other Improvements to date</i>	\$ 8,007
<i>Other Improvements- 2014 Manhole Repair Project</i>	\$ 11,609

Design Engineering-City Staff	\$ 700
Construction Engineering-City Staff	\$ 500
2014 Riverfront Pressurized Sewer System	\$ 12,068
Contingency	\$ 1,200
<b>Project Total</b>	<b>\$ 14,468</b>
<b>Total Expenditures</b>	<b>\$ 34,084</b>
<b>Remaining Budget</b>	<b>\$ 185,916</b>

**ANALYSIS:**

Sufficient funds are available to award this project.

**MOTION:**

*Move to award and authorize the Mayor to execute the attached Public Works Agreement No. 2014-PW-17 for the 2014 Riverfront Pressurized Sewer System to Carmen's Construction LLC of Oak Harbor, WA in the amount of \$12,068.46 (including sales tax).*



**City of Sedro-Woolley**  
**2014 Riverfront Pressurized Sewer System**  
**2014-PW-17**

**Bid Summary - Preliminary**

**Tuesday, October 7, 2014 2:00 PM**

By: David Lee, PE

POSITION	CONTRACTOR/ADDRESS	STATEMENT OF QUALIFICATIONS	ADDENDUM 1 NOTED?	ON MRSC ROSTER?	BASE BID	% OVER/UNDER ENG EST
1	Carman's Construction LLC, Oak Harbor, WA	x	x	YES	\$12,068.46	50.86%
2	Natural Builders Inc., Stanwood, WA	x	x	YES	\$12,651.10	58.14%
3	Henifin Construction LLC, Bellingham, WA	x	x	YES	\$14,444.44	80.56%
4	Fidalgo Bay Construction, Anacortes, WA	x	x	YES	\$16,817.50	110.22%
5	Razz Construction Inc., Bellingham, WA	x	x	YES	\$17,143.00	114.29%
6	SRV Construction Inc., Oak Harbor, WA	x	x	YES	\$20,994.75	162.43%
7						-100.00%
8						-100.00%
9						-100.00%
10						-100.00%
	ENGINEER'S ESTIMATE				8,000.00	

**PUBLIC WORKS AGREEMENT 2014-PW-17**

**Project Name: 2014 Riverfront Pressurized Sewer System**

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and **Carman's Construction LLC.**, 20 W. Troxell Road, Oak Harbor, WA 98277, (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: Install 48-inch diameter manhole with anti-floatation collar

**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 **David Lee, PE** 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. Performance and Payment bonds 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 **\$12,068.46**

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 **November 14, 2014**.

B. To the extent not inconsistent with this agreement, this contract includes the **Invitation to Bid dated September 23, 2014 and Proposal dated October 7, 2014 (Exhibit A)**, and contract plans and specifications, all incorporated herein by this reference.

C. Scope of project: **Install 48-inch diameter manhole with anti-floatation collar**

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:

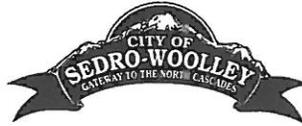
\_\_\_\_\_  
Mike Anderson, Mayor

Attest:

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

Approved as to form:

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



## RETAINAGE INVESTMENT OPTION

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

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

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

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

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

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

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

Designate below the type of investment selected:

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

CITY \_\_\_\_\_

**ESCROW AGREEMENT / INTEREST BEARING ACCOUNT**

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

\_\_\_\_\_  
Branch

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

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

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

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

**INSTRUCTIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Contractor

CITY OF SEDRO-WOOLLEY  
City

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

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

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

ATTESTED BY:

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

Approved as to form:

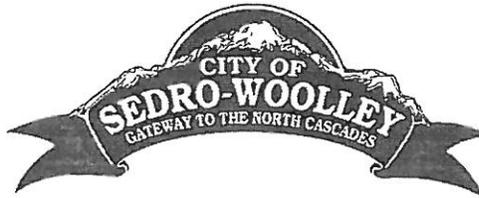
\_\_\_\_\_  
City Attorney

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

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

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

## EXHIBIT A



## 2014 Riverfront Pressurized Sewer System

2014-PW-17

## PROPOSAL

Proposals due by 2:00 pm, October 7, 2014

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, or by email at [jrosario@ci.sedro-woolley.wa.us](mailto:jrosario@ci.sedro-woolley.wa.us).

We, the undersigned, hereby agree to bid the following per the "Invitation to Bid – 2014 Riverfront Pressurized Sewer System":

**BASE BID: 2014 Riverfront Pressurized Sewer System**

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1.	Mobilization	1 LS	\$ 2,205. <sup>00</sup>	\$ 2,205. <sup>00</sup>
2.	Install 48-In. Diam. Manhole	1 EA	\$ 7,363. <sup>00</sup>	\$ 7,363. <sup>00</sup>
3.	Trench Safety System	1 LS	\$ 1,555. <sup>00</sup>	\$ 1,555. <sup>00</sup>
SUBTOTAL				\$ 11,123. <sup>00</sup> ✓
SALES TAX (8.5%)				\$ 945. <sup>46</sup> ✓
TOTAL				\$ 1,2068. <sup>46</sup> ✓

**NOTES:**

1. WAC 458-20-170 applies to this project. Washington State Retail Sales Taxes for the various bid item prices will be included as a separate item.
2. Contractor shall coordinate with the City for exact structure location and grade, and to coordinate delivery of the structure top.
3. As this work is located within a public park area, the Contractor is responsible for providing all necessary safety elements to keep the public safe both during and after working hours. Cost associated with project site safety shall be considered incidental to the project.

OCT -7 2014

11:30am

4. The Contractor shall insure that the heights of the manhole base and riser sections are such that the indicated future pipe connections, including the diameter of the core for the indicated pipe diameter, do not fall within the seams between the manhole base and riser sections.
5. Contractor is responsible for properly disposing of excavated materials. Contractor may dispose of excavated material at the City Street Dept. yard.
6. Manhole shall be set to the grades indicated in the Plans. Pick holes and seams shall be grouted, inside and out, with waterproof grout.
7. Contractor is responsible for compliance with all local, state and federal confined space laws, regulations and rules. Contractor shall provide all necessary safety equipment and materials.
8. The lump sum price for "Mobilization" shall include demobilization.
9. The unit price per each for "Install 48-In. Diam. Manhole" shall include all labor, equipment and materials necessary to install the manhole as indicated in the project plans, including but not limited to: excavation, waste and haul; provide and place foundation material; provide and install manhole structure; grouting pick holes and seams; install concrete anti-floatation collar; provide, place and compact gravel base backfill; install City provided structure top; site safety materials, and cleanup.
10. The lump sum price for "Trench Safety System" shall include all labor, equipment and materials necessary to provide, install, maintain and remove safety systems related to the excavation work.

BIDDER NAME: CARman's construction LLC

ADDRESS: 20 W. Troxell Rd.  
OAK Harbor, WA 98277

CONTACT: KEVIN CARMAN

TELEPHONE: 360-679-5010

ADDENDUMS ACKNOWLEDGED: 1

REQUIRED ENCLOSURE(S):

Statement of Bidders Qualifications

OCT - 7 2014

W. Beam