

Next Ord: 1808-14
Next Res: 908-14

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

December 10, 2014

7:00 PM

Sedro-Woolley Municipal Building

Council Chambers

325 Metcalf Street

1. Call to Order
2. Pledge of Allegiance
3. Consent Calendar1-88

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

- a. Approval of Agenda
 - b. Minutes from Previous Meeting
 - c. Finance
 - Claim Checks #180512 to #180586 in the amount of \$149,151.60
 - Payroll Checks #58377 to #58396 plus EFT's in the amount of \$259,269.60
 - d. Professional Services Agreements No. 2015-PS-01, 02, 03, 04, 05, 06 and 07 for Miscellaneous On-Call Professional Services
 - e. Interlocal Agreement regarding Transportation Benefit District Operations between the City of Sedro-Woolley and the Sedro-Woolley Transportation Benefit District
 - f. Ordinance 1807-14 – creating new funds for the City of Sedro-Woolley, deleting superfluous funds and repealing SWMC 6.08.440 relating to a non-existent fund
 - g. Resolution 906-14 – declaring certain property as surplus and authorizing its disposition
4. SWHS Cubs Football Team!!! (*Resolution 907-14 honoring 2014 Team*)
 5. Presentation by Skagit County Coalition Against Trafficking
 6. Presentation by Skagit County Community Action with Bill Henkel
 7. Public Comment.....89

PUBLIC HEARING

- 8. Pedestrian Interference Ordinance (*regulating pedestrian conduct in certain locations posing traffic flow and safety risks*) (*2nd reading*).....91-97

UNFINISHED BUSINESS

NEW BUSINESS

- 9. 2015 Salary Ordinance (*establishing the salaries and wages for elected officials, Union/Guild and Non-Represented Employees for the fiscal year beginning January 1, 2015*).....99-103
- 10. City Prosecutor Contract (*late materials*)

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

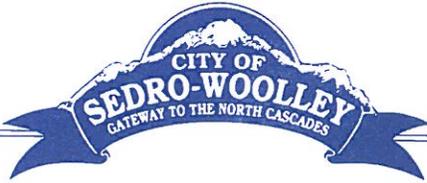
- 11. Minor contracts approved under SWMC 2.104.060.....105-109
- 12. Possible Contract Award – Wastewater Replacement Thickener Pump – Correct Equipment, Inc.....
.....111-115

EXECUTIVE SESSION

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

DEC 10 2014

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



DATE: December 10, 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 December 10, 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.

DEC 10 2014

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

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
November 25, 2014 – 7:00 P.M. – Council Chambers

ROLL CALL: Present: Mayor Pro Tem/Councilmember Keith Wagoner
Councilmembers: Kevin Loy, Germaine Kornegay, Brenda Kinzer, Hugh Galbraith, Rick
Lemley and Brett Sandström. Staff: Recorder Brue, Finance Director Nelson, City
Supervisor/Attorney Berg, Public Works Director Freiburger, Planning Director
Coleman, Fire Chief Klinger and Police Chief Tucker.

The meeting was called to order at 7:00 P.M. by Mayor Pro-Tem Wagoner.

Pledge of Allegiance

Consent Calendar

- Approval of Agenda
- Minutes from Previous Meeting
- Finance
 - Claim Checks #180428 – 180511 plus EFT's in the amount of \$221,636.08
 - Payroll Checks #58362 to #58376 Plus EFT's in the amount of \$184,523.06
- Ordinance 1806-14 – 2014 Budget Amendment #3

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

Police Chief Tucker arrived at 7:02 P.M.

Public Comment

Dennis O'Neil – 109 Talcott St., questioned the geographical area for the Every Other Week (EOW) garbage pilot program. He noted it was a very small survey area and believes it to be another form of raising rates because will need larger cans. He spoke of the reserves being low and the city is playing catch up.

Discussion ensued regarding right sizing cans, fuel surcharge, recycling and contact point for upgrading can size.

PUBLIC HEARING

Ordinance – 2015 Budget

Finance Director Nelson reviewed changes made to the preliminary budget as a result of Council actions at the last meeting that includes the addition of a reserve fund, repair

rather than replace the Riverfront Park caretaker home, adjustments to 911 and DEM fees according to newly provided information and Bingham Park fencing. She also noted the beginning cash balances were reduced due to the recent property tax exemption refund. Nelson pointed out charts and graphs handed out with the Council packets which were revised as a result of the changes listed above. She noted all funds are balanced and the deadline for passage of the budget is December 31.

Mayor Pro Tem Wagoner opened the public hearing at 7:14 P.M.

No comments received.

Mayor Pro Tem Wagoner closed the public hearing closed at 7:15 P.M.

Council discussion ensued regarding the ERR budget which includes a garbage truck scheduled to be purchased in 2015 as a replacement truck not an addition to the fleet, two police vehicles, an asphalt slide truck and a three ton roller. Discussion was also held regarding an expected 2015 budget amendment for a fire engine chassis.

Councilmember Galbraith moved to approve Ordinance No. 1807-14 An Ordinance Adopting the Annual Budget for the City of Sedro-Woolley, Washington, for the Fiscal Year Ending December 31, 2015. Councilmember Lemley seconded. Motion carried (7-0).

Ordinance to Consider Forming a Transportation Benefit District (TBD) for Street Maintenance and Improvement Projects Within the City

Mayor Pro Tem Wagoner opened the public hearing at 7:21 P.M.

Tony Splane – 714 Sapp Road, addressed the Council regarding the attempt to raise license fees by \$20.00. He noted it will hit the senior population the hardest and would increase his tab fees to more than when his vehicle was brand new. He agreed the need for funding for streets and suggested increasing by \$10.00.

George Wolner – Sedro-Woolley, commented regarding raising licensing fees. He stated by taking care of a vehicle and not buying new would actually save money.

Mayor Pro Tem Wagoner closed the public hearing closed at 7:23 P.M.

City Supervisor/Attorney Berg clarified the fact the ordinance itself does not pose any tax or fee. It creates a Transportation Benefit District (TBD) and puts the Councilmembers as the board of directors. The new board would consider whether a license tab tax would be imposed and at what rate. He noted the question of the night is whether to create a TBD and the reason it was brought forward is the City has run out of money for transportation projects. Berg stated the City has been very successful in leveraging money for road projects but our tools are pretty limited.

Council discussion was held regarding inclusion of the Urban Growth Area and sharing management of the fund if the UGA is included. Councilmember Loy addressed raising

of taxes and polling the people in his ward with a resounding answer of no to the potential tax.

Further discussion ensued regarding how a question is asked, living within means, limits to what people can and will pay, improvements for a better quality of life which included added sidewalks and paths that didn't exist before, leveraging funds being important, Jameson Street arterial project and applications for the current round of grants.

Councilmember Galbraith clarified the vote is whether to establish a Transportation Benefit District, not the dollar amount. Councilmember Galbraith then moved to adopt Ordinance No. 1808-14 Establishing the Sedro-Woolley Transportation District. Seconded by Councilmember Kornegay.

Discussion ensued regarding the obligation to fund the Benefit District.

Tina Wolner – 1641 State Route 20, questioned if there were hardship exemptions.

City Supervisor/Attorney Berg reviewed the exemptions that are built into the state law.

Tony Splane – questioned if approved what stops from the TBD board increasing the amount in future years.

City Supervisor/Attorney Berg noted the law limits the tax to a total of \$20.00 without voter approval.

Motion carried (5-2, Councilmembers Loy and Kinzer opposed).

UNFINISHED BUSINESS

Property Tax Levy Ordinances

Finance Director Nelson reported on the hospital property refund and the affect it has on property taxes. She noted Skagit County issued the refund on the 18th of this month. She spoke of shifting of taxes for 2015 which will result in an average of a ½% increase. She also reviewed information regarding the new law and further explained details. She requested policy direction for when the refund amount is larger in future years.

Council discussion ensued regarding being in favor of 0% increase in property taxes. It was noted the budget was built assuming a 0% increase.

Councilmember Sandström moved to approve Ordinance No. 1809-14 An Ordinance of the City of Sedro-Woolley Approving the Property Tax Levy at an Increase of 0% and to remove the banked capacity. Councilmember Loy seconded. Motion carried (7-0).

NEW BUSINESS

Pedestrian Interference Ordinance

City Supervisor/Attorney Berg reviewed the proposed Pedestrian Interference Ordinance which was brought before Council at their request. He noted it identifies key roadways within the City and makes it unlawful to cross the plain of curb line and interfere with vehicle traffic. The intent of the ordinance is to improve public safety. Berg noted that special events, parades and festivals are exempt. He also noted maps are available to identify the roadways. A public hearing is scheduled for December 10th. Discussion followed.

George Wolner – expressed agreement on the public safety issue. He questioned whether it would be legal to throw items (change, food) from the car.

Councilmember Sandström expressed interest in adding Metcalf Street to the map with discussion following also including target areas for public safety issues, pitfalls and benefits to the ordinance.

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Police Chief Tucker – reminded Council that he has begun working at The Place. He said currently the kids are trickling in to get fed around dinner time. He will begin teaching a drawing class soon. He also reported on the progress of the potential new hires and reported that Doug Wood officially hung up his uniform last week and will no longer be filling in.

Public Works Director Freiburger – reported on the outcome of the TIB applications in which the City was unsuccessful this round. He reported the Jameson Street Arterial project rated just below the cut off and is in good position for funding at the next round. A contract crew has been making repairs on catch basins and manholes at Patrick Road. Freiburger also discussed the LED lights and clear globes at the bowling alley. He noted replacing the globes will be too expensive and they are looking at other options.

City Supervisor/Attorney Berg – reported that Finance Director Nelson and Fire Chief Klinger are working to enroll the City in Medicare as a basic life support entity. He noted at the current time we have no mechanism to collect fees for hospital transports. The process is very detailed and he requested a motion to continue with the process.

Council discussion took place regarding integrating the Fire Department into the EMS system and moving into a new area of service. The request comes from the Central Valley Ambulance Authority and the EMS Commission because the current system is overtaxed. This is a step in trying to come up with method where the Fire Department can assist BLS patients.

Councilmember Sandström moved to continue to work with Systems Design towards Medicare enrollment. Seconded by Councilmember Kornegay. Motion carried (6-1, Councilmember Galbraith opposed).

City Supervisor/Attorney Berg – reported he was recently appointed to the CIAW board for the Cities Insurance. He noted it was a ten member board and he will represent the northwest quadrant of the state.

Councilmember Loy – reported work has started on the Skate Board Event for next September. He stated it will be held annually, the second Saturday of September.

Councilmember Kornegay – announced the Community Thanksgiving Dinner to be held at Cascade Middle School from 12:30 P.M. – 3:00 P.M. on Thanksgiving Day. Meals can be delivered by calling the Chamber. She then wished everyone a Happy Thanksgiving.

Councilmember Sandström – reported the Finance committee met to discuss setting up a City Council Strategic Reserve Fund that will come before Council in the form of an ordinance to direct the funds for the revenue from the water tax.

Councilmember Lemley – wished everyone Happy Thanksgiving and Go Hawks.

Councilmember Galbraith – reported he has received a letter and several phone calls regarding the removal of the garbage can on the walking trail. He requested a can be placed back with a small entry hole.

Councilmember Wagoner – reported the Sedro Woolley High School Cubs will be playing in the State Semi-finals at the Tacoma Dome on Saturday. Go Cubs!

EXECUTIVE SESSION

The meeting was adjourned to executive session for the purpose of collective bargaining at 8:24 P.M. for approximately 20 minutes with potential action.

The meeting reconvened at 8:53 P.M.

Councilmember Sandström moved to ratify the collective bargaining agreement with AFSCME. Seconded by Councilmember Galbraith. Motion carried (7-0).

Councilmember Sandström moved to approve the MOU with AFSCME. Seconded by Councilmember Galbraith. Motion carried (7-0).

The meeting adjourned at 8:54 P.M.

DEC 10 2014

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

CITY OF SEDRO-WOOLLEY

Council Worksession
December 3, 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 and Rick Lemley. Staff: City Supervisor/Attorney Berg and Public Works Director Freiberger

Section 504 – American Disabilities Act Policy Update

- Public Works Director Freiberger discussed the American Disabilities Act Policy Update. Further discussion followed by the Council. The City has made significant progress in ADA compliance and has plans to do more. An updated plan is needed, as well as a current self-assessment. The Council will see an updated policy on a future agenda. Mayor Anderson raised the issue of overgrown shrubs, trees and bushes that obstruct the sidewalks and the need to trim them.

Proposal by Philips Publishing Group to Develop and Publish Sedro-Woolley Magazine

- City Supervisor/Attorney Berg presented a proposal by Philips Publishing Group. Included was Council discussion about risks and benefits of the project. Consensus of the Council is to try it out but keep a close watch on the risk.

Miscellaneous

- Public Works Director Freiberger gave an update on the ball field development and changes (Tesarik Field, Houser Field, Babe Ruth Field etc.)

Council Roundtable – 2015 Goals

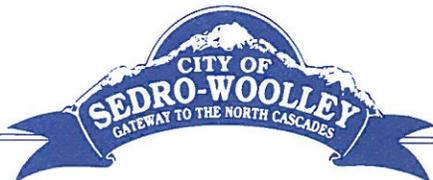
- Mayor Anderson led the roundtable discussion with the following:
 - Councilmember Lemley suggested updating to an electronic reader board at SR20 and Cook Road.
 - Councilmember Wagoner wants to find a way to mend fences with Skagit County.
 - Councilmember Galbraith wants to continue cleaning up the City including highly visible properties like the old Prairie Market.

- Councilmember Kinzer wants to look at what can be done to promote more new business in Sedro-Woolley.

The worksession adjourned at 8:35 P.M.

DEC 10 2014

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 32



DATE: December 10, 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 December 10, 2014.

Motion to approve Claim Checks #180512 to #180586 in the amount of \$149,151.60.

Motion to approve Payroll Checks #58377 to #58396 plus EFT's in the amount of \$259,269.60.

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

12/10/2014 To: 12/10/2014

Time: 09:56:08 Date: 12/05/2014
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
9056	12/10/2014	Claims	2	180512	APSCO Inc	2,998.81	
					401 - 535 50 48 020 - Maint Of Pumping Equip	121.96	
					401 - 535 50 48 050 - Maint Of General Equip	2,876.85	
9057	12/10/2014	Claims	2	180513	ATV Signs	32.55	
					501 - 548 30 31 000 - Operating Supplies	32.55	
9058	12/10/2014	Claims	2	180514	American Fleet Main LLC	568.05	
					001 - 522 20 48 000 - Repairs/Maint-Equip	568.05	
9059	12/10/2014	Claims	2	180515	Andgar	244.13	
					101 - 576 80 48 015 - Library	244.13	
9060	12/10/2014	Claims	2	180516	Aramark Uniform Services	25.68	
					401 - 535 80 49 000 - Laundry	8.23	
					401 - 535 80 49 000 - Laundry	8.22	
					103 - 542 30 49 000 - Misc-Laundry	4.61	
					103 - 542 30 49 000 - Misc-Laundry	4.62	
9061	12/10/2014	Claims	2	180517	Assoc Petroleum Products	7,431.91	
					001 - 521 20 32 000 - Auto Fuel	1,212.57	
					001 - 522 20 32 000 - Auto Fuel/Diesel	632.59	
					001 - 523 20 32 000 - Auto Fuel	49.83	
					001 - 523 20 32 000 - Auto Fuel	46.51	
					401 - 535 80 32 000 - Auto Fuel/Diesel	247.30	
					401 - 535 80 32 000 - Auto Fuel/Diesel	81.42	
					401 - 535 80 32 000 - Auto Fuel/Diesel	60.47	
					102 - 536 20 32 000 - Auto Fuel/SDiesel	64.83	
					412 - 537 80 32 000 - Auto Fuel/Diesel	1,801.08	
					412 - 537 80 32 000 - Auto Fuel/Diesel	2,351.99	
					103 - 542 30 32 000 - Auto Fuel/Diesel	333.84	
					103 - 542 30 32 000 - Auto Fuel/Diesel	36.17	
					103 - 542 30 32 000 - Auto Fuel/Diesel	181.71	
					103 - 542 30 32 000 - Auto Fuel/Diesel	183.42	
					103 - 542 30 32 000 - Auto Fuel/Diesel	105.90	
					101 - 576 80 32 000 - Auto Fuel/Diesel	22.09	
					101 - 576 80 32 000 - Auto Fuel/Diesel	20.19	
9062	12/10/2014	Claims	2	180518	Astronomy	79.95	
					105 - 594 72 64 001 - Books - Skagit County	79.95	
9063	12/10/2014	Claims	2	180519	Bay City Supply	198.44	
					101 - 576 80 31 006 - Operating Sup - City Hall	74.62	
					101 - 576 80 31 006 - Operating Sup - City Hall	123.82	
9064	12/10/2014	Claims	2	180520	Harold Beitler	148.60	
					001 - 521 20 27 000 - Retired Medical	148.60	
9065	12/10/2014	Claims	2	180521	Blumenthal Uniform & Equip	2,221.42	
					001 - 522 20 26 000 - Uniforms	35.21	
					001 - 522 20 26 000 - Uniforms	1,858.93	
					001 - 594 21 64 000 - Machinery & Equipment	327.28	
9066	12/10/2014	Claims	2	180522	Bryan Trucking, Inc.	486.62	
					101 - 594 76 61 001 - Bingham Park	486.62	
9067	12/10/2014	Claims	2	180523	Carl's Towing Inc	194.22	
					001 - 521 20 41 001 - Professional Services	194.22	
9068	12/10/2014	Claims	2	180524	Code Publishing Inc	343.12	
					001 - 511 30 34 000 - Code Book	343.12	
9069	12/10/2014	Claims	2	180525	Comcast	143.95	
					001 - 518 80 42 021 - Internet Services	143.95	

CHECK REGISTER

City Of Sedro-Woolley
MCAG #: 0647

12/10/2014 To: 12/10/2014

Time: 09:56:08 Date: 12/05/2014
Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
9070	12/10/2014	Claims	2	180526	Countrywide Fence Center	1,249.92	
					101 - 594 76 61 000 - Riverfront Park	1,249.92	
9071	12/10/2014	Claims	2	180527	Court Clerk	240.00	
					001 - 515 30 41 000 - Professional Services	240.00	
9072	12/10/2014	Claims	2	180528	Databar	2,253.48	
					425 - 531 50 42 010 - Postage	90.14	
					401 - 535 80 42 015 - Postage	1,464.76	
					412 - 537 80 42 010 - Postage	698.58	
9073	12/10/2014	Claims	2	180529	Diversint	410.05	
					001 - 518 80 41 000 - Professional Services	410.05	
9074	12/10/2014	Claims	2	180530	E & E Lumber	739.83	
					412 - 537 50 48 010 - Repairs/Maint-Building	146.27	
					412 - 537 80 35 000 - Small Tools & Minor Equip	216.93	
					103 - 542 30 31 000 - Operating Supplies	42.17	
					103 - 542 30 31 000 - Operating Supplies	36.69	
					103 - 542 30 31 000 - Operating Supplies	1.39	
					103 - 542 30 31 000 - Operating Supplies	15.29	
					103 - 542 30 31 000 - Operating Supplies	12.02	
					101 - 576 80 31 001 - Operating Sup - Riverfront	-32.50	
					101 - 576 80 31 001 - Operating Sup - Riverfront	28.03	
					101 - 576 80 31 003 - Operating Sup - Parks Shop	3.23	
					101 - 576 80 31 004 - Operating Sup - Comm Cente	10.19	
					101 - 576 80 31 006 - Operating Sup - City Hall	12.48	
					101 - 576 80 31 006 - Operating Sup - City Hall	61.30	
					101 - 594 76 64 001 - Holiday Displays	65.26	
					101 - 594 76 64 001 - Holiday Displays	70.63	
					101 - 594 76 64 001 - Holiday Displays	50.45	
9075	12/10/2014	Claims	2	180531	Edge Analytical Inc	117.00	
					401 - 535 80 41 000 - Professional Services	47.00	
					401 - 535 80 41 000 - Professional Services	35.00	
					401 - 535 80 41 000 - Professional Services	35.00	
9076	12/10/2014	Claims	2	180532	Enterprise Office Systems	160.55	
					001 - 512 50 31 000 - Supplies	148.96	
					001 - 521 20 31 002 - Office/Operating Supplies	11.59	
9077	12/10/2014	Claims	2	180533	FEI	111.21	
					101 - 576 80 48 016 - City Hall	45.28	
					101 - 576 80 48 016 - City Hall	65.93	
9078	12/10/2014	Claims	2	180534	Fastenal Company	47.09	
					401 - 535 80 31 010 - Operating Supplies	29.45	
					103 - 542 30 31 000 - Operating Supplies	17.64	
9079	12/10/2014	Claims	2	180535	Frontier	957.60	
					001 - 521 20 42 020 - Telephone	70.46	
					001 - 521 20 42 020 - Telephone	62.54	
					401 - 535 80 42 020 - Telephone	275.63	
					102 - 536 20 42 020 - Telephone	83.74	
					412 - 537 80 42 020 - Telephone	102.21	
					105 - 572 20 42 020 - Telephone	147.09	
					101 - 576 80 47 070 - City Hall	75.03	
					101 - 576 80 47 070 - City Hall	140.90	
9080	12/10/2014	Claims	2	180536	Game Time	25,191.18	
					101 - 594 76 61 000 - Riverfront Park	25,191.18	
9081	12/10/2014	Claims	2	180537	Glenn Gardner	1,343.21	
					001 - 521 20 48 010 - Repair & Maint - Auto	43.40	

CHECK REGISTER

City Of Sedro-Woolley
MCAG #: 0647

12/10/2014 To: 12/10/2014

Time: 09:56:08 Date: 12/05/2014
Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			501 - 594 18 64 501		Vehicles - Admin	325.48	
			001 - 594 21 64 010		Vehicles	974.33	
9082	12/10/2014	Claims	2	180538	Great America Financial Svcs	125.69	
			105 - 572 20 48 020		Repair/Maintenance-Equip	125.69	
9083	12/10/2014	Claims	2	180539	HB Jaeger Co LLC	1,611.70	
			401 - 535 50 48 010		Maintenance Of Lines	1,611.70	
9084	12/10/2014	Claims	2	180540	Hach Company	659.27	
			401 - 535 50 48 050		Maint Of General Equip	546.60	
			401 - 535 80 31 010		Operating Supplies	112.67	
9085	12/10/2014	Claims	2	180541	Honey Bucket	75.00	
			101 - 576 80 48 002		RV Park	75.00	
9086	12/10/2014	Claims	2	180542	Ingram Library Services	299.25	
			105 - 594 72 64 001		Books - Skagit County	165.32	
			105 - 594 72 64 001		Books - Skagit County	133.93	
9087	12/10/2014	Claims	2	180543	Joys Bakery & Cafe	346.33	
			001 - 521 20 31 002		Office/Operating Supplies	173.17	
			001 - 522 45 43 000		Travel & Meals	173.16	
9088	12/10/2014	Claims	2	180544	Kevin Kesti	36.87	
			101 - 594 76 64 001		Holiday Displays	36.87	
9089	12/10/2014	Claims	2	180545	Language Exch Inc (The)	116.00	
			001 - 512 50 41 040		Language Interpreter	116.00	
9090	12/10/2014	Claims	2	180546	Lithtex NW	90.84	
			001 - 512 50 31 000		Supplies	90.84	
9091	12/10/2014	Claims	2	180547	Loggers And Contractors	20.29	
			101 - 576 80 35 000		Small Tools & Minor Equip	20.29	
9092	12/10/2014	Claims	2	180548	Martin Marietta Materials	375.95	
			103 - 542 30 48 000		Repair/Maint-Streets	375.95	
9093	12/10/2014	Claims	2	180549	Motor Trucks Inc	615.17	
			103 - 542 30 48 010		Repair/Maintenance-Equip	707.80	
			103 - 542 30 48 010		Repair/Maintenance-Equip	49.43	
			103 - 542 30 48 010		Repair/Maintenance-Equip	-142.06	
9094	12/10/2014	Claims	2	180550	N C Machinery Co	3,001.85	
			103 - 542 30 48 010		Repair/Maintenance-Equip	3,001.85	
9095	12/10/2014	Claims	2	180551	Office Depot	90.37	
			001 - 524 20 31 000		Off/Oper Supps & Books	27.62	
			425 - 531 50 31 000		Operating Supplies	24.59	
			001 - 558 60 31 000		Supplies/Books	27.68	
			001 - 595 10 31 000		Supplies	10.48	
9096	12/10/2014	Claims	2	180552	Oliver-Hammer Clothes	119.33	
			102 - 536 20 31 010		Operating Supplies	119.33	
9097	12/10/2014	Claims	2	180553	Owlkids	34.95	
			105 - 594 72 64 000		Books & Materials	34.95	
9098	12/10/2014	Claims	2	180554	Pape Machinery	125.97	
			103 - 542 30 48 010		Repair/Maintenance-Equip	125.97	
9099	12/10/2014	Claims	2	180555	Pat Rimmer Tire Ctr Inc	5,005.44	
			001 - 521 20 48 010		Repair & Maint - Auto	163.29	
			001 - 522 20 48 000		Repairs/Maint-Equip	1,858.53	
			412 - 537 50 48 000		Repairs/maint-equip	1,533.15	

CHECK REGISTER

City Of Sedro-Woolley
MCAG #: 0647

12/10/2014 To: 12/10/2014

Time: 09:56:08 Date: 12/05/2014
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			412 - 537 50 48 000		- Repairs/maint-equip	26.04	
			412 - 537 50 48 000		- Repairs/maint-equip	78.55	
			412 - 537 50 48 000		- Repairs/maint-equip	269.47	
			412 - 537 50 48 000		- Repairs/maint-equip	970.08	
			103 - 542 30 48 010		- Repair/Maintenance-Equip	106.33	
9100	12/10/2014	Claims	2	180556	PeaceHealth United General	206.50	
			001 - 521 20 41 001		- Professional Services	206.50	
9101	12/10/2014	Claims	2	180557	Petty Cash-Debra Peterson	71.02	
			105 - 572 20 31 010		- Supplies	31.28	
			105 - 572 20 34 001		- Early Literacy Program	8.48	
			105 - 572 20 41 000		- Professional Services	15.00	
			105 - 594 72 64 001		- Books - Skagit County	16.26	
9102	12/10/2014	Claims	2	180558	Puget Sound Energy	17,331.93	
			001 - 521 20 47 000		- Public Utilities	27.77	
			001 - 522 50 47 000		- Public Utilities	124.97	
			425 - 531 50 47 000		- Public Utilities	171.73	
			401 - 535 80 47 000		- Public Utilities	11,540.78	
			102 - 536 20 47 000		- Public Utilities	52.36	
			412 - 537 80 47 000		- Public Utilities	185.92	
			103 - 542 63 47 000		- Public Utilities	91.67	
			103 - 542 63 47 000		- Public Utilities	21.74	
			103 - 542 63 47 000		- Public Utilities	209.17	
			103 - 542 63 47 000		- Public Utilities	808.79	
			108 - 557 30 41 000		- Advertising	23.09	
			105 - 572 20 47 000		- Public Utilities	257.65	
			101 - 576 80 47 000		- Riverfront	536.67	
			101 - 576 80 47 010		- Community Center	213.96	
			101 - 576 80 47 020		- Senior Center	417.51	
			101 - 576 80 47 040		- Train	46.37	
			101 - 576 80 47 050		- Hammer Square	230.31	
			101 - 576 80 47 051		- Bingham / Memorial	19.96	
			101 - 576 80 47 052		- Bingham Caretaker	106.59	
			101 - 576 80 47 052		- Bingham Caretaker	9.32	
			101 - 576 80 47 053		- Other Utilities	10.81	
			101 - 576 80 47 070		- City Hall	2,224.79	
9103	12/10/2014	Claims	2	180559	Rene's World	97.47	
			101 - 576 80 35 010		- Safety Equipment	97.47	
9104	12/10/2014	Claims	2	180560	Ricoh USA Inc	314.57	
			001 - 521 20 48 000		- Repairs & Maintenance	75.95	
			001 - 521 20 48 000		- Repairs & Maintenance	81.33	
			001 - 522 20 48 000		- Repairs/Maint-Equip	75.95	
			001 - 522 20 48 000		- Repairs/Maint-Equip	81.34	
9105	12/10/2014	Claims	2	180561	Sedro-Woolley Auto Parts	1,091.44	
			001 - 518 20 48 000		- Repair & Maintenance	120.52	
			001 - 518 20 48 000		- Repair & Maintenance	151.81	
			001 - 523 20 31 000		- Office/Operating Supplies	7.83	
			425 - 531 50 48 000		- Repairs/Maintenance	10.68	
			401 - 535 50 48 050		- Maint Of General Equip	14.73	
			102 - 536 20 31 010		- Operating Supplies	33.74	
			412 - 537 50 48 000		- Repairs/maint-equip	4.55	
			412 - 537 50 48 000		- Repairs/maint-equip	101.92	
			412 - 537 80 31 000		- Operating Supplies	25.13	
			101 - 576 80 35 000		- Small Tools & Minor Equip	325.49	
			101 - 576 80 48 021		- Equipment	45.59	
			101 - 576 80 48 021		- Equipment	38.83	
			101 - 576 80 48 021		- Equipment	80.43	
			001 - 594 21 64 000		- Machinery & Equipment	130.19	

CHECK REGISTER

City Of Sedro-Woolley
MCAG #: 0647

12/10/2014 To: 12/10/2014

Time: 09:56:08 Date: 12/05/2014
Page: 5

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
9106	12/10/2014	Claims	2	180562	Sedro-Woolley Farmers Mkt	808.47	
					108 - 557 30 41 014 - S-W Farmers Market	808.47	
9107	12/10/2014	Claims	2	180563	Sedro-Woolley Volunteer	11,955.00	
					001 - 522 20 11 010 - Salaries-Volunteers	11,955.00	
9108	12/10/2014	Claims	2	180564	Skagit County Auditor	78.00	
					401 - 535 80 41 000 - Professional Services	78.00	
9109	12/10/2014	Claims	2	180565	Skagit County Auditor	1,120.00	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	560.00	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	560.00	
9110	12/10/2014	Claims	2	180566	Skagit County Sheriff Office	5,456.58	
					001 - 523 60 51 001 - Prisoner Medical	5,456.58	
9111	12/10/2014	Claims	2	180567	Skagit County Treasurer	35,791.00	
					001 - 523 60 51 020 - Jail Sales Tax Pass Through 2	35,701.64	
					001 - 586 00 00 001 - Crime Victim & Witnss Prog	89.36	
9112	12/10/2014	Claims	2	180568	Skagit Farmers Supply	106.28	
					111 - 521 20 31 111 - Supplies - Kennel	106.28	
9113	12/10/2014	Claims	2	180569	Skagit Publishing	164.01	
					001 - 511 60 31 001 - Legal Publications	46.13	
					001 - 511 60 31 001 - Legal Publications	87.13	
					001 - 511 60 31 001 - Legal Publications	30.75	
9114	12/10/2014	Claims	2	180570	Staples Business Advantage	284.47	
					001 - 521 20 31 002 - Office/Operating Supplies	181.32	
					001 - 521 20 31 002 - Office/Operating Supplies	103.15	
9115	12/10/2014	Claims	2	180571	Summit Law Group	2,214.00	
					001 - 513 10 41 000 - Negotiations	972.00	
					001 - 513 10 41 000 - Negotiations	1,026.00	
					001 - 513 10 41 000 - Negotiations	216.00	
9116	12/10/2014	Claims	2	180572	Sunrise Car Wash	248.47	
					001 - 518 20 48 000 - Repair & Maintenance	248.47	
9117	12/10/2014	Claims	2	180573	Paul Taylor	59.07	
					001 - 521 20 27 000 - Retired Medical	59.07	
9118	12/10/2014	Claims	2	180574	True Value	461.83	
					001 - 522 20 31 000 - Operating Supplies	6.50	
					001 - 522 20 35 000 - Small Tools & Minor Equip	151.02	
					001 - 522 50 48 010 - Repairs/Maint-Dorm	10.07	
					001 - 522 50 48 010 - Repairs/Maint-Dorm	4.87	
					001 - 523 20 31 000 - Office/Operating Supplies	9.21	
					001 - 523 20 31 000 - Office/Operating Supplies	4.97	
					001 - 523 20 31 000 - Office/Operating Supplies	4.33	
					001 - 523 20 31 000 - Office/Operating Supplies	5.96	
					412 - 537 80 31 000 - Operating Supplies	56.39	
					103 - 542 30 31 000 - Operating Supplies	15.18	
					501 - 548 30 31 000 - Operating Supplies	86.75	
					101 - 576 80 31 001 - Operating Sup - Riverfront	0.86	
					101 - 576 80 31 001 - Operating Sup - Riverfront	2.70	
					101 - 594 76 64 001 - Holiday Displays	43.39	
					101 - 594 76 64 001 - Holiday Displays	46.62	
					101 - 594 76 64 001 - Holiday Displays	-2.17	
					101 - 594 76 64 001 - Holiday Displays	15.18	
9119	12/10/2014	Claims	2	180575	William L Tucker	66.70	
					001 - 521 40 43 000 - Travel	66.70	

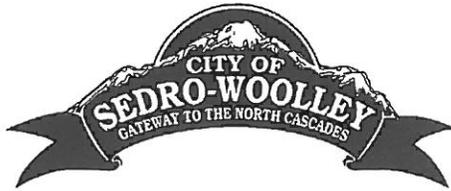
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City Of Sedro-Woolley
MCAG #: 0647

12/10/2014 To: 12/10/2014

Time: 09:56:08 Date: 12/05/2014
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
9120	12/10/2014	Claims	2	180576	Util Underground Loc Ctr	49.28	
					401 - 535 80 31 010 - Operating Supplies	49.28	
9121	12/10/2014	Claims	2	180577	Verizon Wireless	2,715.39	
					001 - 513 10 42 020 - Telephone	54.88	
					001 - 514 23 42 020 - Telephone	54.88	
					001 - 515 30 42 001 - Telephone	54.88	
					001 - 518 80 42 020 - Telephone	118.89	
					001 - 521 20 42 020 - Telephone	341.94	
					001 - 521 20 42 020 - Telephone	440.11	
					001 - 521 20 42 020 - Telephone	424.17	
					001 - 522 20 42 020 - Telephone	53.60	
					001 - 522 20 42 020 - Telephone	440.11	
					401 - 535 80 42 030 - Nextel Cell Phones	180.75	
					102 - 536 20 42 020 - Telephone	12.29	
					412 - 537 80 42 025 - Nextel Cell Phones	24.38	
					412 - 537 80 42 025 - Nextel Cell Phones	164.64	
					103 - 542 30 42 020 - Telephone	55.03	
					101 - 576 80 42 020 - Telephone	86.00	
					101 - 576 80 42 020 - Telephone	54.88	
					001 - 595 10 42 025 - Cell Phones	24.20	
					001 - 595 10 42 025 - Cell Phones	129.76	
9122	12/10/2014	Claims	2	180578	WA St Dept Of Agriculture	165.00	
					401 - 535 80 49 010 - Misc-Dues/Subscriptions	33.00	
					102 - 536 20 49 010 - Misc-Tuition/Registration	33.00	
					103 - 542 30 49 030 - Misc-Tuition/Registration	33.00	
					103 - 542 30 49 030 - Misc-Tuition/Registration	33.00	
					103 - 542 30 49 030 - Misc-Tuition/Registration	33.00	
9123	12/10/2014	Claims	2	180579	WA St Dept Of Prof Licen	204.00	
					001 - 521 20 51 000 - Intergov Svc-Gun Permits	204.00	
9124	12/10/2014	Claims	2	180580	WA St Off Of Treasurer	5,634.99	
					001 - 386 90 00 000 - State Remittances-Court	-5,634.99	
9125	12/10/2014	Claims	2	180581	WA State Dept Of Revenue	92.47	
					101 - 362 50 00 000 - Houser Land Rental	-12.02	
					425 - 362 50 00 425 - Land Rents, Leases	-80.45	
9126	12/10/2014	Claims	2	180582	WSU Urban Ipm & Pest Safe Ed	240.00	
					103 - 542 30 49 030 - Misc-Tuition/Registration	120.00	
					103 - 542 30 49 030 - Misc-Tuition/Registration	120.00	
9127	12/10/2014	Claims	2	180583	WWCPA	75.00	
					401 - 535 80 49 010 - Misc-Dues/Subscriptions	15.00	
					401 - 535 80 49 010 - Misc-Dues/Subscriptions	15.00	
					401 - 535 80 49 010 - Misc-Dues/Subscriptions	15.00	
					401 - 535 80 49 010 - Misc-Dues/Subscriptions	15.00	
					401 - 535 80 49 010 - Misc-Dues/Subscriptions	15.00	
9128	12/10/2014	Claims	2	180584	Washington Tractor	148.33	
					101 - 576 80 48 021 - Equipment	32.22	
					101 - 576 80 48 021 - Equipment	46.48	
					101 - 576 80 48 021 - Equipment	69.63	
9129	12/10/2014	Claims	2	180585	David Welch	20.97	
					001 - 521 20 31 010 - Printing/Publications	20.97	
9130	12/10/2014	Claims	2	180586	Wood's Logging Supply Inc	1,190.52	
					401 - 535 50 48 020 - Maint Of Pumping Equip	1,190.52	
					101 - 576 80 35 000 - Small Tools & Minor Equip	-268.64	
					101 - 576 80 35 000 - Small Tools & Minor Equip	268.64	



CITY COUNCIL AGENDA
REGULAR MEETING

DEC 10 2014

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 32

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

Mark A. Freiberger, PE
Director of Public Works

MEMO TO: City Council and Mayor Mike Anderson
FROM: Mark A. Freiberger, PE
RE: **Professional Services Agreements No. 2015-PS-01, 02, 03, 04, 05, 06, and 07 for Miscellaneous On-Call Professional Services**
DATE: December 3, 2014 (for Council action December 10, 2014)

ISSUE

Should Mayor Anderson execute the attached Professional Services Agreements No. 2015-PS-01, 02, 03, 04, 05, 06, and 07, as noted below for miscellaneous on-call professional service agreements?

BACKGROUND/DISCUSSION

The city has utilized the services of various firms for on-call professional services for miscellaneous engineering and other professional services. The attached agreements represent a few of our 2015 on-call services that are currently anticipated.

Following is a list of these agreements and proposed use:

- 2015-PS-01 – Skagit Surveyors & Engineers – NTE \$25,000 – on-call engineering and surveying
- 2015-PS-02 – Materials Testing & Consulting Inc. – NTE \$20,000 – on-call materials testing and special inspections
- 2015-PS-03 – David Evans and Associates – NTE \$10,000 – on-call engineering and grant writing assistance
- 2015-PS-04 – The Plant Man – NTE \$5,000 – tree farm broker services
- 2015-PS-05 – Transpo Group USA Incorporated – NTE \$10,000 - on-call transportation services
- 2015-PS-06 – Lisser & Associates PLLC – NTE \$25,000 – on-call survey services
- 2015-PS-07 – Transportation Solutions Inc. – NTE \$20,000 – traffic modeling

FINANCE

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

595.10.41.000.001 Professional Services – Engineering	\$ 8,000
535.80.41.000.401 Professional Services - Sewer Fund	\$ 46,000
531.50.41.000.425 Professional Services – Stormwater	\$ 36,000

MOTION:

Move to authorize Mayor Anderson to execute the attached Professional Services Agreements No. 2015-PS-01, 02, 03, 04, 05, 06 and 07 as noted above for miscellaneous on-call professional service agreements.



PROFESSIONAL SERVICES AGREEMENT No. 2015-PS-01
(To be used for *engineering and architect services*)

This Agreement made and entered into this **1st** day of **January, 2015** by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City" and **Skagit Surveyors Inc., DBA Skagit Surveyors and Engineers** whose address is **806 Metcalf Street, Sedro-Woolley, WA 98284**, hereinafter referred to as the "Contractor".

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

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

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

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

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

1. Scope of Services.

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

2. Relationship of Parties.

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

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

3. Time of Performance.

The service of the Contractor is to commence

[] on or before _____

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

The service of the Contractor is to be completed

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

4. Standard of Care.

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

5. Delays and Extensions of Time.

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

6. Compensation and Schedule of Payments.

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

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

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

7. Ownership of Records and Documents.

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

8. Termination.

The term of this agreement shall be from the date signed through **December 31, 2015**.

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

a) Material violation of this agreement.

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

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

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

9. Evaluation and Compliance with the Law.

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

10. Joinder in Arbitration Proceedings.

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

11. City Business and Occupation License.

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

12. Indemnification / Hold Harmless.

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

13. Insurance.

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

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

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

14. Employment Security.

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

15. Amendments.

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

16. Scope of Agreement.

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

17. Ratification.

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

18. Assignability.

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

19. Notices.

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

20. Choice of Law/Venue.

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

21. Attorneys Fees.

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

22. Non-exclusive Agreement.

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

23. MRSC Roster Registration.

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

24. Washington State Department of Retirement Systems.

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

25. Debarment.

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

DATED this _____ day of _____, _____.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

Finance Director

Approved as to Form:

City Attorney

CONTRACTOR:

Skagit Surveyors Inc.
DBA Skagit Surveyors & Engineers

By: _____

EXHIBIT B

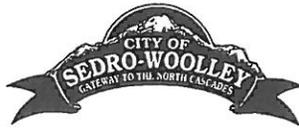
Skagit Surveyors, Inc. d/b/a
Skagit Surveyors & Engineers

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

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

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

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



PROFESSIONAL SERVICES AGREEMENT No. 2015-PS-02
(To be used for *consultant services excluding engineers and architects*)

This Agreement made and entered into this 1st day of **January, 2015** by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City" and **Materials Testing & Consulting Inc.** whose address is **777 Chrysler Drive, Burlington, WA 98233** hereinafter referred to as the "Contractor".

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

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

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

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

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

1. Scope of Services.

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

2. Relationship of Parties.

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

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

3. Time of Performance.

The service of the Contractor is to commence

[] on or before _____

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

The service of the Contractor is to be completed

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

4. Standard of Care.

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

5. Delays and Extensions of Time.

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

6. Compensation and Schedule of Payments.

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

Cost not to exceed \$ 20,000 without prior approval of the Director of Public Works/City Engineer.

7. Ownership of Records and Documents.

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

8. Termination.

The term of this agreement shall be from the date signed through **December 31, 2015**.

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

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

to this agreement.

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

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

9. Evaluation and Compliance with the Law.

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

10. Joinder in Arbitration Proceedings.

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

11. City Business and Occupation License.

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

12. Indemnification.

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

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

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

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

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

13. Insurance.

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

The Contractor shall provide proof to the City that it is insured under **automobile and vehicle liability insurance** covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, and general **comprehensive** liability insurance covering the

work within the scope of this agreement, in such form and with policy limits in such amounts (\$1 **Million**) as are acceptable to the City.

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

14. Employment Security.

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

15. Amendments.

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

16. Scope of Agreement.

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

17. Ratification.

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

18. Assignability.

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

19. Notices.

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

20. Choice of Law/Venue.

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

21. Attorneys Fees.

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

22. Non-exclusive Agreement.

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

23. MRSC Roster Registration.

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

24. Washington State Department of Retirement Systems.

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

25. Debarment.

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

DATED this _____ day of _____, _____.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

Finance Director

Approved as to Form:

City Attorney

CONTRACTOR:

Materials Testing & Consulting Inc.

By: _____



Client: City of Sedro-Woolley
 Exhibit A - Master Fee Schedule
 Prepared: 12/02/2014

(01) EARTHWORK & ASPHALT SERVICES				
Item	Description		Unit	Rate
Field Technician	Soils & Asphalt Compaction (IPD-S, IPD-A)		Hour	\$ 49.00
(02) LABORATORY FOR EARTHWORK				
Test Description	ASTM	AASHTO	Unit	Rate
% Passing # 200 Sieve	C117	T11	Each	\$ 60.00
Accelerated Weathering	CRD C148		Each	\$ 200.00
Additional Tests Not Listed			Quoted Per Project	
Asphalt Extraction with Gradation	D6307	T308	Each	\$ 225.00
Atterberg Limits (Plasticity Index) - 1 point	D4318	T89, T90	Each	\$ 60.00
Atterberg Limits (Plasticity Index) - 3 points	D4318	T89, T90	Each	\$ 150.00
California Bearing Ratio 3-point	D1883	T193	Each	\$ 550.00
Clay Lumps and Friable Particles	C142	T112	Each	\$ 75.00
Durability Index / Degradation Value	WSDOT T113	T210	Each	\$ 175.00
Flat/Elongated Particles	D4791		Each	\$ 75.00
Fracture Percentage	D5821		Each	\$ 50.00
Hydrometer Analysis with Sieve Analysis	D422	T88	Each	\$ 150.00
LA Abrasion	C131, C535	T96	Each	\$ 200.00
Marshall Stability & Flow, 3 specimens	D6926, D6927	T245	Each	\$ 300.00
Mix Design Marshall Method, 3 trials & specimens	D6926, D6927	T245	Each	\$ 1,500.00
Moisture Density Relationship/Proctor with Sieve	D698, D1557	T99, T180	Each	\$ 225.00
Moisture Density Relationship/Proctor without Sieve	D698, D1557	T99, T180	Each	\$ 175.00
Moisture Density Relationship/Proctor with Sieve - Cement Treated Base	D698, D1558	T99, T181	Each	\$ 300.00
Natural Moisture Content	D2216		Each	\$ 15.00
Organic Content, Loss by Ignition	D2974		Each	\$ 75.00
Organic Impurities	C40	T21	Each	\$ 60.00
Rice Density	D2041	T209	Each	\$ 75.00
Sand Cone Density Test	D1556	T191	Each	\$ 35.00
Sand Equivalent	D2419	T176	Each	\$ 80.00
Sieve Analysis - Dry Only/Gradation	C136	T27	Each	\$ 75.00
Sieve Analysis with #200 Wash/Combined Gradation	C136, C117	T88	Each	\$ 95.00
Soils-Cement Mix Design			Quoted Per Project	
Soundness of Aggregates by Magnesium or Sodium Sulfate	C88	T104	Each	\$ 300.00
Specific Gravity and Absorption of Coarse Aggregate	C127	T85	Each	\$ 50.00
Specific Gravity and Absorption of Fine Aggregate	C128	T84	Each	\$ 75.00
Specific Gravity of Soils	D854	T100	Each	\$ 75.00
Superpave Test Set - Includes Volumetric Properties, Extraction / Gradation, Rice	WSDOT 731		Each	\$ 500.00
Uncompacted Void Content	C1252	T304	Each	\$ 90.00
Unit Weight & Voids in Aggregate	C29	T19	Each	\$ 45.00
Visual Classification	D2487		Each	\$ 20.00
(02) LABORATORY FOR EARTHWORK - Advanced / Secondary Geotechnical Testing				
Capillary and Aeration Porosity	F1815		Each	\$ 250.00
Collapse Potential of Soil	D5333		Each	\$ 400.00
Consolidation	D2435		Each	\$ 400.00
Core Logging			Each	\$ 40.00
Maximum Media Density (Green Roofs)	D2399		Each	\$ 500.00
One Dimensional Swell	D4546		Each	\$ 400.00
Permeability: Failing Head (WSDOT 605)			Each	\$ 185.00
Permeability: Flexible Wall (triaxial)	D5084		Each	\$ 385.00
Permeability: Rigid Wall	D2434		Each	\$ 225.00
Soil pH	D4972		Each	\$ 30.00
Soil Resistivity	G187		Each	\$ 60.00
Triaxial Shear Testing: Unconsolidated, Undrained	D2850		Each	\$ 180.00
Triaxial Shear Testing: Consolidated, Undrained	D46767		Each	\$ 1,250.00
Triaxial Shear Testing: Consolidated, Drained	D7181		Each	\$ 1,250.00
Unconfined Compressive Strength	D2166		Each	\$ 85.00
Unit Weight of Soils	D2937		Each	\$ 40.00

Materials Testing & Consulting, Inc.

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



Client: City of Sedro-Woolley
 Exhibit A - Master Fee Schedule
 Prepared: 12/02/2014

(03) SPECIAL & CONSTRUCTION INSPECTION

Item	Description	Unit	Rate
Special Inspector I	Reinforced Concrete, Prestressed Concrete, Shotcrete, Structural Masonry, Spray Applied Fire Resistant Materials, Proprietary Anchors	Hour	\$ 49.00
Special Inspector II	Structural Steel & Welding, High Strength Bolting, Lateral Wood and Cold Form Framing	Hour	\$ 59.00
Special Inspector III	AWS Certified Welding Inspector, Fiber Reinforced Polymer (FRP)	Hour	\$ 85.00
Ground Penetrating Radar	Reinforcement & Tendon Location, Geotechnical & Environmental Site Exploration, Utility Location; 2 Person Crew	Hour	\$ 150.00
Pachometer / Rebar Locate	In situ reinforcement location	Hour	\$ 85.00
Schmidt Hammer	In situ concrete strength measurement	Hour	\$ 85.00

(04) LAB FOR SPECIAL & CONSTRUCTION INSPECTION

Test Description	ASTM	AASHTO	Unit	Rate
Air Dry Density of Concrete	C567		Each	\$ 40.00
Concrete Compression Strength Test Sawed Section	C42	T24	Each	\$ 65.00
Concrete Compression Test Cylinders - 4" x 8"	C31, C39	T22, T23	Each	\$ 18.00
Concrete Compression Test Cylinders - 6" x 12"	C31, C39	T22, T23	Each	\$ 20.00
Concrete Compression Test Cylinders - not cast by MTC	C31, C39	T22, T23	Each	\$ 25.00
Concrete Core Thickness	C174, C1542		Each	\$ 30.00
Concrete Flexural Beams	C78	T97	Each	\$ 45.00
Concrete Shrinkage (minimum 3 samples)	C596		Each	\$ 100.00
Fireproofing Cohesion / Adhesion Tests	E736		Each	\$ 30.00
Fireproofing Density Test	E605		Each	\$ 60.00
Grout Compressive Strength Test	C1019		Each	\$ 20.00
Grout Compressive Strength Test - 2x2 Cube	C109		Each	\$ 20.00
Masonry Prism Compression Test	C1314		Each	\$ 100.00
Masonry Unit Compression Test	C140		Each	\$ 55.00
Masonry Unit Absorption, Unit Weight & Moisture Content	C140		Each	\$ 55.00
Moisture Emission Test Kit - Installation & Retrieval Labor Not Included	F1869		Each	\$ 20.00
Mortar Compressive Strength	C780		Each	\$ 20.00
Relative Humidity Test Probes	F2170		Each	\$ 15.00
Scaling Resistance of Concrete	A672		Quoted Per Project	
Set Times, Initial and Final	C403		Each	\$ 75.00
Shotcrete Compression Test (1-Panel includes 3-Cores)	C1604		Each	\$ 135.00
Shotcrete Cores - Additional	C1604		Each	\$ 50.00
Trial Batch - 6 Cylinders	C192		Quoted Per Project	
Trimming Cores/Cylinders			Each	\$ 15.00
Unit Weight and Yield	C138	T121	Each	\$ 35.00
Voids and Density of Hardened Concrete	C642		Each	\$ 75.00

(05) GEOTECHNICAL ENGINEERING & CONSULTING

Item	Description	Unit	Rate
Professional Engineer	Professional Civil / Geotechnical Engineering & Consulting	Hour	\$ 125.00
Staff Engineer	Engineering Support	Hour	\$ 75.00
Geotechnical Consulting	Bearing Capacity, Shoring & Piling Installation, Visual Soils	Hour	\$ 95.00
In-Field Infiltration	P.I.T., Percolation tests	Hour	\$ 85.00
CESCL Field Services	Site Turbidity and/or pH Monitoring	Hour	\$ 49.00
CESCL - Management	Reporting, Consulting & Program Management	Hour	\$ 75.00
Dynamic Cone Penetrometer	Equipment	Daily	\$ 20.00
Dynamic Cone Penetrometer	Equipment - Drive Points	Each	\$ 10.00
Turbidity Meter	Equipment	Daily	\$ 20.00

(05) ENVIRONMENTAL CONSULTING

Item	Unit	Rate
Phase I Assessment	Quoted Per Project	
Phase II Assessment	Quoted Per Project	

(11) NON-DESTRUCTIVE TESTING

Item	Description	Unit	Rate
Special Inspector III	AWS Certified Welding Inspector, Ultrasonic Testing (UT), Magnetic Particle Testing (MT)	Hour	\$ 80.00

Materials Testing & Consulting, Inc.

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



Client: City of Sedro-Woolley
 Exhibit A - Master Fee Schedule
 Prepared: 12/02/2014

(13) CORING SERVICES

Item	Description	ASTM	AASHTO	Unit	Rate
Asphalt Core Density	Minimum 3 cores	D2726	T166	Each	\$ 40.00
Asphalt Thickness	Minimum 3 cores	D3549		Each	\$ 30.00
Coring Services	Asphalt & Concrete Coring (call for size availability)			Hour	\$ 70.00
Core Bit Wear Charge	Equipment charge			Inch	\$ 3.50
Core Compression Test		C42	T24	Each	\$ 18.00

(14) FLOOR FLATNESS / FLOOR LEVELNESS INSPECTION

Item	Description	Unit	Rate
Floor Flatness	F-Number assessment of flatness and levelness of concrete slabs	Hour	\$ 95.00

(30) PROJECT MANAGEMENT & CONSULTING SERVICES

Item	Description	Unit	Rate
Construction Manager / CQM	NAVFAC Construction Quality Manager, Resident Engineer / Inspector	Hour	\$ 85.00
Project Manager	Meetings, Report Review, Final Letter	Hour	\$ 85.00
Technical Director	Forensic & Diagnostic Investigation, Expert Witness	Hour	\$ 95.00

(31) MILEAGE & MISCELLANEOUS

Item	Description	Unit	Rate
Same-Day Inspection Service	24 Hours Notice Required for Inspection	Each	\$ 50.00
Third Party Rentals and/or Services			Cost + 15%
Cylinder Mold	When sample not cast by MTC	Each	\$ 3.50
Final Letter for Occupancy		Hour	\$ 75.00
Additional photocopy		Page	\$ 0.18
Clerical Services		Hour	\$ 35.00
Mileage	Portal to Portal from nearest MTC location	No Charge	No Charge

GENERAL TERMS & CONDITIONS

- Field inspection services are subject to a four (4) hour minimum charge per call, with services in excess of four (4) hours subject to half hour increments. Professional services are subject to a two (2) hour minimum for "in-house" work, and a four (4) minimum for field work. A premium rate of one and one-half (1 1/2) times the regular rate will be charged for all work in excess of eight (8) hours per day, for night work (work prior to 6:00AM, and after 6:00PM), and for Saturday work. Sundays and legal holidays will be charged at two (2) times the regular rate. Sample pickup services are subject to a one (1) hour minimum charge, (or actual duration for projects in excess of 50 miles from an MTC location). Services scheduled same-day will be charged at the rate listed on MTC's fee schedule. A show-up or cancellation without four (4) hours notice is subject to a four (4) hour minimum charge plus applicable mileage and travel. Remote jobs shall incur additional charges for subsistence, and will be billed to the Client at cost - 15%; the minimum per diem rate for subsistence is \$100.00. Travel charges for site visits will be charged as quoted on the Bid Form Estimate for Services.
- Invoices are due and payable upon receipt. Any invoice not paid within thirty (30) days of the date rendered may be assessed a finance charge of one and one-half (1 1/2%) percent per month, for each month beyond thirty (30) days past due. Invoices not paid within sixty (60) days of the date rendered may result in MTC stopping work until such invoices are paid in full. Invoices not paid within ninety (90) days of the date rendered may be referred to an independent company for collection. Client will be responsible for all expenses incurred by MTC for the collection of any unpaid invoice(s), including collection fees, actual attorneys' fees, and costs for legal counsel. Furthermore, Client acknowledges that MTC may elect to withhold a Final Letter of Compliance for the project, and/or place a lien on any real property until all outstanding invoices and/or fees have been paid in full.
- MTC's work shall not include determining, supervising, or implementing the means, methods, techniques, sequences, or procedures of construction. MTC shall not be responsible for evaluating, reporting, or affecting job conditions concerning health, safety, or welfare. MTC's work, or failure to perform same, shall not in any way excuse the contractor(s), subcontractor(s), and/or supplier(s) from performance of their work in accordance with the contract documents.
- Unless otherwise stated in writing, Client assumes sole responsibility for determining the quantity and nature of required work, and that it is adequate for its intended purpose. Client shall communicate these general conditions to each third-party to whom Client conveys any part of MTC's work. MTC shall have no obligation greater than that set forth in MTC's proposal to any of Client's third parties. Client shall cause all tests and inspection of the site, materials, and work performed by MTC or others, to be timely and properly performed, in accordance with project plans, specifications, contract documents, and MTC's recommendations.
- Client agrees to indemnify, defend, and hold MTC, its officers, employees, agents, and independent contractors harmless from any and all claims, suits, losses, costs, and expenses, including but not limited to, court costs and reasonable attorneys fees arising or alleging to have risen out of the performance of MTC's work. In the event that Client or a third-party shall bring any suit, cause of action, claim or counterclaim, that shall involve work performed by MTC, the Client shall pay to MTC the costs and expenses incurred by MTC to answer and/or appear in any such suit, cause of action, claim or counterclaim, including reasonable attorneys fees, and the hourly rate of manpower required for response. MTC's limit of liability shall in no event exceed the contract amount.
- Unless other arrangements are made, all samples will be disposed of (30) days after MTC's receipt of material.
- MTC carries in-excess of the standard insurance required by law in the State of Washington. If additional insurance is required by Client, the Client agrees to pay a minimum fee of \$250.00, and any additional fees plus 20%, incurred by MTC to fulfill Client's request for such insurance.
- Comprehensive cost estimates and pricing are available upon request and may vary from this Exhibit A - Schedule of Charges. Scheduling and sequencing of a construction project are controlled by individuals and organizations not owned or operated by MTC, therefore if an Estimate of Fees is generated, it shall not guarantee a maximum cost to complete the services required and/or requested to complete the construction project. The quantities included in our Estimate of Fees are based in part and upon construction documents and schedules made available to MTC at the time of the proposal.
- The rates as stated in this Exhibit A - Schedule of Charges are applicable through the last day of the calendar year issued, unless otherwise contracted. The Terms and Conditions as outlined in the General Conditions for Construction Materials Engineering & Testing Services Agreement are incorporated herein by reference.
- MTC will not issue a final inspection letter until all outstanding invoices for that project have been paid.
- All designs, drawings, specifications, notes, data, sample materials (exclusive of hazardous substances), report reproductions and other work developed by MTC are instruments of service and as such remain the property of MTC.



PROFESSIONAL SERVICES AGREEMENT No. 2015-PS-03
(To be used for *engineering and architect services*)

This Agreement made and entered into this **1st** day of **January, 2015** by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City" and **David Evans and Associates Inc.** whose address is **415-118th Avenue SE, Bellevue, WA 98005-3518**, hereinafter referred to as the "Contractor".

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

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

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

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1. Scope of Services.

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

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

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

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

8. Termination.

The term of this agreement shall be from the date signed through **December 31, 2015**.

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

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

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

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

9. Evaluation and Compliance with the Law.

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

10. Joinder in Arbitration Proceedings.

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

11. City Business and Occupation License.

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

12. Indemnification / Hold Harmless.

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

13. Insurance.

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

The Contractor shall provide proof to the City that it is insured under **automobile and vehicle liability insurance** covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, and general **comprehensive** liability insurance covering the work within the scope of this agreement, in such form and with policy limits in such amounts (**\$2 Million**) as are acceptable to the City.

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

14. Employment Security.

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

15. Amendments.

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

16. Scope of Agreement.

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

17. Ratification.

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

18. Assignability.

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

19. Notices.

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

20. Choice of Law/Venue.

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

21. Attorneys Fees.

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

22. Non-exclusive Agreement.

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

23. MRSC Roster Registration.

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

24. Washington State Department of Retirement Systems.

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

25. Debarment.

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

DATED this _____ day of _____, _____.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

Finance Director

Approved as to Form:

City Attorney

CONTRACTOR:

David Evans and Associates Inc.

By: _____

EXHIBIT B

FEE SCHEDULE
AUDITED COST PLUS
David Evans and Associates, Inc. - Puget Sound Region
 December 2, 2014

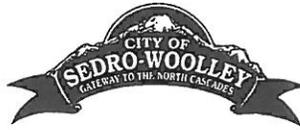
City of Sedro Woolley - 2015 On-Call Transportation Engineering

PROFESSIONAL CLASSIFICATION	HOURLY BILLING RATE	
	Min	Max
ADMINISTRATIVE		
Principal In Charge (PICH)	\$150.47	\$264.83
Senior Project Manager (SPJM)	\$150.47	\$240.75
Project Manager (PMGR)	\$120.38	\$231.72
Executive Administrator (EXAD)	\$69.22	\$153.48
Project Administrator (PADM)	\$54.17	\$114.36
Administrative Assistant (ADMA)	\$42.13	\$105.33
Office Assistant (OFFA)	\$30.09	\$54.17
ENGINEERING		
Engineering Manager (ENGM)	\$144.45	\$270.85
Managing Professional Engineer (MGPE)	\$120.38	\$240.75
Senior Professional Engineer (SPEN)	\$90.28	\$210.66
Professional Engineer (PFEN)	\$75.24	\$165.52
Transmission Engineer (TRNS)	\$96.30	\$138.43
Electrical Engineer (ELEC)	\$90.28	\$204.64
Sr. Design Engineer (SDEN)	\$96.30	\$141.44
Design Engineer (DEEN)	\$60.19	\$135.42
Designer (DESG)	\$45.14	\$84.26
Design Technician (DETE)	\$30.09	\$66.21
CADD Manager (CADM)	\$66.21	\$135.42
3D CADD Simulation Technician (CA3D)	\$66.21	\$135.42
Sr. CADD Technician (SCAD)	\$66.21	\$135.42
CADD Designer (CDSN)	\$60.19	\$102.32
CADD Technician (CADD)	\$42.13	\$90.28
Interm (INTN)	\$33.10	\$51.16
STRUCTURAL ENGINEERING		
Senior Structural Engineer (SSTE)	\$90.28	\$198.62
Senior Bridge Engineer (SBEN)	\$114.36	\$180.56
Structural Engineer (STEN)	\$60.19	\$138.43
Bridge Engineer (BREN)	\$60.19	\$138.43
CONSTRUCTION ENGINEERING		
Construction Manager	\$120.38	\$210.66
Senior Construction Inspector (SCIN)	\$108.34	\$150.47
Construction Inspector (CINS)	\$60.19	\$120.38
Construction Engineer (CENG)	\$60.19	\$108.34
GIS		
GIS Manager (GISM)	\$96.30	\$135.42
Sr. GIS Specialist (SGIS)	\$72.23	\$105.33
LANDSCAPE ARCHITECTURE		
Landscape Architecture Manager (LAMN)	\$90.28	\$165.52
Sr. Landscape Architect (SLAN)	\$81.25	\$150.47

FEE SCHEDULE
AUDITED COST PLUS
David Evans and Associates, Inc. - Puget Sound Region
December 2, 2014

City of Sedro Woolley - 2015 On-Call Transportation Engineering

PROFESSIONAL CLASSIFICATION	HOURLY BILLING RATE	
	Min	Max
Landscape Architect (LAAR)	\$45.14	\$120.38
Sr. Landscape Designer (SLAD)	\$57.18	\$120.38
NATURAL RESOURCES		
Natural Resources Manager (NATR)	\$120.38	\$231.72
Managing Scientist (MSCI)	\$114.36	\$204.64
Sr. Scientist (SSCI)	\$75.24	\$150.47
Scientist (SCIT)	\$45.14	\$99.31
Field Scientist (FSCI)	\$30.09	\$51.16
Sr. Environmental Planner (SEVP)	\$87.27	\$132.41
Environmental Planner (ENVP)	\$45.14	\$132.41
WATER RESOURCES		
Water Resources Engineer (WREN)	\$96.30	\$150.47
PLANNING		
Sr. Planner (SPLN)	\$105.33	\$195.61
Planner (PLNR)	\$45.14	\$117.37
PUBLIC RELATIONS		
Public Relations Manager (PRMR)	\$90.28	\$165.52
Public Relations Coordinator (PRCO)	\$45.14	\$99.31
Sr. Graphic Specialist (SGRP)	\$54.17	\$114.36
Graphic Specialist (GRPH)	\$36.11	\$60.19
SURVEYING		
Survey Manager (SVYM)	\$120.38	\$231.72
Sr. Professional Land Surveyor (SPLS)	\$96.30	\$192.60
Professional Land Surveyor (PLSU)	\$60.19	\$138.43
Project Surveyor (PSVR)	\$66.21	\$132.41
Survey Technician (SVTE)	\$42.13	\$105.33
Party Chief (PCHF)	\$54.17	\$120.38
Instrument Person (INST)	\$36.11	\$90.28



PROFESSIONAL SERVICES AGREEMENT No. 2015-PS-04
(To be used for *consultant services excluding engineers and architects*)

This Agreement made and entered into this **1st** day of **January, 2015** by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as “City” and **The Plant Man**, whose address is **17098 Trout Drive, Mount Vernon, WA 98274**, hereinafter referred to as the “Contractor”.

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

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

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

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

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

1. Scope of Services.

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

2. Relationship of Parties.

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

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

3. Time of Performance.

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

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

The service of the Contractor is to be completed

[] not later than _____

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

4. Standard of Care.

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

5. Delays and Extensions of Time.

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

6. Compensation and Schedule of Payments.

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

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

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

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

7. Ownership of Records and Documents.

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

8. Termination.

The term of this agreement shall be from the date signed through **December 31, 2016.**

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

a) Material violation of this agreement.

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

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

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

9. Evaluation and Compliance with the Law.

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

10. Joinder in Arbitration Proceedings.

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

11. City Business and Occupation License.

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

12. Indemnification.

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

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

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

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

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

13. Insurance.

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

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

14. Employment Security.

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

15. Amendments.

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

16. Scope of Agreement.

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

17. Ratification.

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

18. Assignability.

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

19. Notices.

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

20. Choice of Law/Venue.

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

21. Attorneys Fees.

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

22. Non-exclusive Agreement.

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

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

24. Washington State Department of Retirement Systems.

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

25. Debarment.

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

DATED this _____ day of _____, _____.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

Finance Director

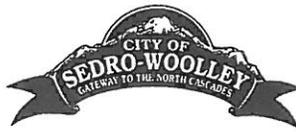
Approved as to Form:

City Attorney

CONTRACTOR:

The Plant Man

By: _____



PROFESSIONAL SERVICES AGREEMENT No. 2015-PS-05
(To be used for engineering and architect services)

This Agreement made and entered into this 1st day of **January, 2015** by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City" and **Transpo Group USA Incorporated** whose address is **11730 118th Avenue NE, Ste 600, Kirkland, WA 98034**, hereinafter referred to as the "Contractor".

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

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

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

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

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

1. Scope of Services.

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

2. Relationship of Parties.

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

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

3. Time of Performance.

The service of the Contractor is to commence

on or before _____

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

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

The service of the Contractor is to be completed

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

4. Standard of Care.

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

5. Delays and Extensions of Time.

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

6. Compensation and Schedule of Payments.

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

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

7. Ownership of Records and Documents.

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

8. Termination.

The term of this agreement shall be from the date signed through **December 31, 2015**.

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

- a) Material violation of this agreement.
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B. This agreement may be terminated without cause upon thirty (30) days notice by either party.

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

9. Evaluation and Compliance with the Law.

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

10. Joinder in Arbitration Proceedings.

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

11. City Business and Occupation License.

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

12. Indemnification / Hold Harmless.

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

13. Insurance.

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

The Contractor shall provide proof to the City that it is insured under **automobile and vehicle liability insurance** covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, and general **comprehensive** liability insurance covering the work within the scope of this agreement, in such form and with policy limits in such amounts (**\$2 Million**) as are acceptable to the City.

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

14. Employment Security.

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

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

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

21. Attorneys Fees.

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

22. Non-exclusive Agreement.

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

23. MRSC Roster Registration.

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

24. Washington State Department of Retirement Systems.

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

25. Debarment.

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

DATED this _____ day of _____, _____.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

Finance Director

Approved as to Form:

City Attorney

CONTRACTOR:

Transpo Group USA Incorporated

By: _____

EXHIBIT B

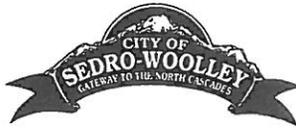


Transpo Billing Rate Range Schedule

Updated 06/28/2014

Rates are effective June 28, 2014 through June 26, 2015

Category	Billing Rate Range	
	Min	Max
Engineer/Planner/Analyst/Principal/Director - Level 7	\$190	\$250
Engineer/Planner/Analyst/Proj Adm - Level 6	\$165	\$205
Engineer/Planner/Analyst/Proj Adm - Level 5	\$145	\$175
Engineer/Planner/Analyst/Proj Adm - Level 4	\$95	\$145
Engineer/Planner/Analyst/Proj Adm - Level 3	\$90	\$115
Engineer/Planner/Analyst/Proj Adm - Level 2	\$70	\$110
Engineer/Planner/Analyst/Proj Adm - Level 1	\$50	\$100



PROFESSIONAL SERVICES AGREEMENT No. 2015-PS-06
(To be used for *engineering and architect services*)

This Agreement made and entered into this **1st day of January, 2015** by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City" and **Lisser & Associates PLLC** whose address is **PO Box 1109, Mount Vernon, WA 98273**, hereinafter referred to as the "Contractor".

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

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

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

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

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

1. Scope of Services.

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

2. Relationship of Parties.

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

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

3. Time of Performance.

The service of the Contractor is to commence

on or before _____

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

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

The service of the Contractor is to be completed

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

4. Standard of Care.

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

5. Delays and Extensions of Time.

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

6. Compensation and Schedule of Payments.

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

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

7. Ownership of Records and Documents.

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

8. Termination.

The term of this agreement shall be from the date signed through **December 31, 2015**.

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

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

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

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

9. Evaluation and Compliance with the Law.

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

10. Joinder in Arbitration Proceedings.

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

11. City Business and Occupation License.

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

12. Indemnification / Hold Harmless.

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

13. Insurance.

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

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

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

14. Employment Security.

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

15. Amendments.

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

16. Scope of Agreement.

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

17. Ratification.

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

18. Assignability.

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

19. Notices.

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

20. Choice of Law/Venue.

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

21. Attorneys Fees.

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

22. Non-exclusive Agreement.

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

23. MRSC Roster Registration.

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

24. Washington State Department of Retirement Systems.

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

25. Debarment.

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

DATED this _____ day of _____, _____.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

Finance Director

Approved as to Form:

City Attorney

CONTRACTOR:

Lisser & Associates PLLC

By: _____

EXHIBIT B

LISSER & ASSOCIATES PLLC

FEE SCHEDULE FOR LAND SURVEYING SERVICES

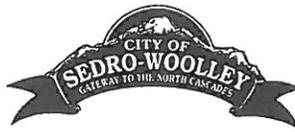
EFFECTIVE JANUARY 1, 2014

OFFICE PERSONNEL

Principal	\$165.00 per hour
Licensed Professional Personnel	\$ 85.00 per hour
Surveying Technician	\$ 75.00 per hour
Draftsperson	\$ 90.00 per hour
Office Assistant	\$ 48.00 per hour
Office expense (special printing, fees paid etc.)	Cost plus 15%

FIELD PERSONNEL

2 person crew	\$155.00 per hour
2 person crew (construction work)	\$165.00 per hour
3 person crew	\$180.00 per hour
3 person crew (construction work)	\$185.00 per hour
Special field supplies	Cost plus 15%



PROFESSIONAL SERVICES AGREEMENT No. 2015-PS-07
(To be used for *engineering and architect services*)

This Agreement made and entered into this **1st** day of **January, 2015** by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City" and **Transportation Solutions Inc. (TSI)** whose address is **8250 – 165th Avenue NE, Ste 100, Redmond, WA 98052**, hereinafter referred to as the "Contractor".

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

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

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

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

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

1. Scope of Services.

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

2. Relationship of Parties.

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

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

3. Time of Performance.

The service of the Contractor is to commence

[] on or before _____

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

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

The service of the Contractor is to be completed

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

4. Standard of Care.

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

5. Delays and Extensions of Time.

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

6. Compensation and Schedule of Payments.

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

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

Cost not to exceed **\$20,000.00** without prior approval of the Director of Public Works/City Engineer.

7. Ownership of Records and Documents.

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

8. Termination.

The term of this agreement shall be from the date signed through **December 31, 2015**.

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

a) Material violation of this agreement.

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

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

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

9. Evaluation and Compliance with the Law.

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

10. Joinder in Arbitration Proceedings.

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

11. City Business and Occupation License.

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

12. Indemnification / Hold Harmless.

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

13. Insurance.

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

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

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

14. Employment Security.

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

15. Amendments.

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

16. Scope of Agreement.

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

17. Ratification.

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

18. Assignability.

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

19. Notices.

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

20. Choice of Law/Venue.

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

21. Attorneys Fees.

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

22. Non-exclusive Agreement.

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

23. MRSC Roster Registration.

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

24. Washington State Department of Retirement Systems.

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

25. Debarment.

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

DATED this _____ day of _____, _____.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

Finance Director

Approved as to Form:

City Attorney

CONTRACTOR:

Transportation Solutions Inc.

By: _____

8250 - 165th Avenue NE
 Suite 100
 Redmond, WA 98052-6628
 T 425-883-4134
 F 425-867-0898
 www.tsinw.com

**2015
 HOURLY BILLING RATES**

Transportation Solutions, Inc.

Classification	Hourly Labor Billing Rate
Principal	\$225 to \$250
Project Manager	\$180 to \$210
Project Engineer/Sr. Engineer	\$130 to \$180
Engineering Intern	\$60 to \$120
Project & Financial Administrators	\$95 to \$110

EXPENSES

Reimbursable Expenses	Cost +10% Markup
Sub-consultant invoices	Invoice + 10% Markup

Note: 10% markup is to cover revenue/excise tax levied by State of Washington and other city jurisdictions and to cover the administrative cost.

Billing rates are subject to change each January and during the year to reflect staff changes.

DEC 10 2014

**INTERLOCAL AGREEMENT
REGARDING
TRANSPORTATION BENEFIT DISTRICT OPERATIONS**

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 32

THIS INTERLOCAL AGREEMENT FOR ADMINISTRATIVE SERVICES (“Agreement”) is made and entered into as of this _____ day of _____, 2014 (the “Effective Date”), by and among the CITY OF SEDRO-WOOLLEY, (“City”) and the SEDRO-WOOLLEY TRANSPORTATION BENEFIT DISTRICT (the “District”) (hereinafter referred to individually each as a “Party,” “City” or “District,” and collectively as the “Parties”).

RECITALS

WHEREAS, Title 35 RCW authorizes the City to provide general local governmental services and to engage in transportation facilities construction and maintenance activities for its residents; and

WHEREAS, the District has been duly created with borders conterminous with those of the City and to obtain revenues and pursue projects to maintain and improve the transportation infrastructure; and

WHEREAS, both the City and the District are given broad powers under Chapter 39.34 RCW, the Interlocal Cooperation Act, to make this agreement and to engage in joint undertakings consistent with their statutory authority; and

WHEREAS, the City Council and District Board (“Board”) both recognize, that for most projects, the District and the City will act in concert and that employing separate personnel to operate the District would be financially inefficient; and

WHEREAS, the City recognizes that it will benefit significantly from the existence and efficient operation of the District, and that the District will provide more than adequate consideration through its support of transportation projects for the City’s agreement to provide operational support as set forth herein; and

WHEREAS, while pursuing the cooperative relationship under this Agreement, the Parties intend to maintain their status and identity as separate legal entities.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein contained, the Parties agree as follows:

- 1) Staffing. The City shall provide to the District, at no cost, staffing to operate the District as a separate legal entity as required by law and to carry out the undertakings of the District as authorized by its Board. The provision of such personnel shall be subject to the following:

- a) The Mayor shall act as the Chief Administrative Officer of the District, responsible to assign City employees and agents to such tasks as are consistent with the law and the undertakings authorized by the Board. The Mayor shall enter into and administer such contracts as are authorized by the Board and shall make or cause to be made such reports to the Board as are necessary and convenient.
 - b) The City Finance Director shall act as Secretary-Treasurer of the District and shall, among other tasks consistent therewith, establish such accounts as are necessary and proper, cause to be made such expenditures as are authorized by the Board, periodically provide statements of the financial condition of the District to be prepared and provided to the Board and cooperate with the Office of the State Auditor as required by law. The Secretary-Treasurer shall maintain all revenues and funds of the District as separate and distinct from those of the City and assure that all liabilities of the District are separate and distinct from those of the City.
 - c) The City Attorney shall act as the District's Legal Counsel; *provided*, that, as necessary, the District may employ special counsel.
 - d) In all instances, when acting on behalf of the District, City employees shall be employed by the City, which shall be responsible for all wages, benefits, taxes and assessments. When acting as Legal Counsel to the District, the City Attorney's or special counsel's salary or fees shall be paid by the City pursuant its fee agreement(s) with such counsel.
- 2) Furnishings, Equipment and Supplies. The City shall supply to the District general office furniture, equipment and supplies as are necessary to carry out the District's operations. All such furnishings, equipment and supplies shall be purchased, owned and maintained by the City.
 - 3) Office Space. The City shall supply to the District office space in City Hall and other locations approved by the Mayor to conduct its operations. There shall be no rent charged for such space and the City shall pay all utilities and insurance related thereto.
 - 4) Insurance. The City shall, at its own cost, maintain, as is commercially prudent, any and all insurance coverage as is necessary to protect the employees, agents, funds and property of the District from any and all third party claims and suits.
 - 5) Indemnity. The City and the District shall each defend, save, hold harmless and indemnify the other from any third party claim for damages to person or property based on and to the extent of such party's fault. It is the intent of the parties that they each be independently liable and responsible for their own acts and/or omissions.

6) Miscellaneous.

- a) This agreement shall be interpreted pursuant to the laws of the state of Washington. Venue for any suit shall be exclusively in Skagit County Superior Court.
- b) It is the intent of the parties that this agreement be liberally construed to carry out its purpose of supporting the operations of the District to the benefit of the citizens served by the District and the City.
- c) The term of this agreement shall commence when approved and executed by both parties and shall remain in effect for the period of time during which the District is in existence and for that period required to close out its affairs if terminated. The City shall post this agreement on its web site.

CITY OF SEDRO-WOOLLEY

**SEDRO-WOOLLEY
TRANSPORTATION
BENEFIT DISTRICT**

By _____
Mike Anderson, Mayor

By _____
Mike Anderson,
Chief Administrative Officer

Attest:

Patsy Nelson, City Finance Director

Patsy Nelson, District Finance Director

Approved as to Form:

Eron Berg, City Attorney

Eron Berg, District Legal Counsel

DEC 10 2014

ORDINANCE NO. _____-14

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

AN ORDINANCE CREATING NEW FUNDS FOR THE CITY OF SEDRO-WOOLLEY, DELETING SUPERFLUOUS FUNDS AND REPEALING SWMC 6.08.440 RELATING TO A NON-EXISTENT FUND

Whereas, SWMC 3.72.010 establishes reserve funds for the City of Sedro-Woolley, and

Whereas, the City Council desires to create a new reserve fund to receive revenue from the recently imposed water utility tax to be identified as the City Council Strategic Reserve Fund; and

Whereas, the City Council eliminated Fund 111 the City's Dog Fund as a reserve fund through the adoption of Ordinance 1730-12 and now desires to eliminate the fund entirely; and

Whereas, the City Council desires create a new fund to receive sales tax from the countywide voter approved public safety sales tax increase to be identified as the Law Enforcement Sales Tax Fund, now therefore,

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

Section 1. Section 3.72.010 SWMC is amended to establish the following new reserve fund:

City Council Strategic Reserve Fund (Fund 115).

Section 2. A new chapter under Title 3 SWMC is created to establish the following fund:

Law Enforcement Sales Tax Fund (Fund 114). There is created a special fund of the city to be designated the Law Enforcement Sales Tax Fund to receive countywide voter approved public safety sales tax dollars and remit the same consistent with the City's interlocal agreement with Skagit County for the shared use of the Skagit County Jail Facility.

Section 3. Section 6.08.440 is repealed in its entirety.

Section 4. Fund 111, the City's Dog Fund is eliminated.

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

Section 6. The provisions of this ordinance are declared to be severable, and if any section, sentence, clause or phrase of this ordinance shall for any reason be held invalid or unconstitutional or if the application of this ordinance to any person or circumstances shall be held invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clause or phrases of this ordinance.

PASSED by majority vote of the members of the Sedro-Woolley City Council
this ____ day of _____, 2014, and signed in authentication of its passage this ____
day of _____, 2014.

Mike Anderson, Mayor

Attest:

Patsy Nelson, Finance Director

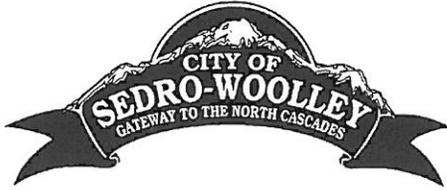
Approved as to form:

Eron Berg, City Attorney

First Reading by City Council: December 10, 2014
Second Reading by City Council: n/a
Approval by City Council:
Published:

CITY COUNCIL AGENDA
REGULAR MEETING

DEC 10 2014



7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 39

CITY OF SEDRO-WOOLLEY

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

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
RE: Proposed resolution declaring certain items surplus
DATE: December 10, 2014

ISSUE: Should the Council approve the attached resolution declaring a list of controlled property and authorizing the Mayor to sell/dispose of them?

BACKGROUND: All items on this list are no longer needed by the City and have been replaced as required.

RECOMMENDATION: Motion to approve the resolution.

RESOLUTION NO.

**A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY DECLARING CERTAIN
PROPERTY AS SURPLUS AND AUTHORIZING ITS DISPOSITION**

WHEREAS, the City has purchased the property and/or equipment identified herein; and

WHEREAS, the property and/or equipment identified is surplus to the needs of the City; now, therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEDRO-
WOOLLEY AS FOLLOWS:**

Section 1. The City Council does hereby declare the following to be surplus:

ITEM	TAG	SERIAL	MAKE	MODEL	DESCRIPTION
1	2882	NONE (CUSTOM)	INTEK	CAPRICORN	COMPUTER WORKSTATION
2	2892	NONE (CUSTOM)	INTEK	CAPRICORN	COMPUTER WORKSTATION
3	2903	NONE (CUSTOM)	INTEK	CAPRICORN	COMPUTER WORKSTATION
4	2901	NONE (CUSTOM)	INTEK	CAPRICORN	COMPUTER WORKSTATION
5	2830	0028187545	GATEWAY	E-SERIES	COMPUTER WORKSTATION
6	NONE	HU24HVMP701628X	SAMSUNG	245BW	FLATSCREEN DISPLAY
7	2835	0028187605	GATEWAY	E-SERIES	COMPUTER WORKSTATION
8	2793	NONE (CUSTOM)	ANTEC	NONE (CUSTOM)	COMPUTER WORKSTATION
9	3291	0032871786	GATEWAY	E-4100	COMPUTER WORKSTATION
10	2841	US936649	MICROPRO	NONE (CUSTOM)	COMPUTER WORKSTATION
11	3282	0022307253	GATEWAY	E-3400	COMPUTER WORKSTATION
12	2877	NONE (CUSTOM)	INTEK	CAPRICORN	COMPUTER WORKSTATION
13	2860	5XSNG21	DELL	DIMENSION 4550	COMPUTER WORKSTATION
14	2871	W203JYGZA594	COMPAQ	EVO	COMPUTER WORKSTATION
15	3314	C41DQ11	DELL	OPTIPLEX GX260	COMPUTER WORKSTATION
16	2890	NONE (CUSTOM)	INTEK	CAPRICORN	COMPUTER WORKSTATION
17	3288	0034688524	GATEWAY	E-4100	COMPUTER WORKSTATION
18	3282	NONE (CUSTOM)	COMPUTER SOURCE	NONE (CUSTOM)	COMPUTER WORKSTATION
19	NONE	0D011402	SHARP	COMPET CS-2850	CALCULATING MACHINE
20	3317	SG47K8106J	HP	DESIGNJET 800PS	PLOTTER
21	2027	402AXY5129Z	HT	HT 1000	PORTABLE RADIO
22	NONE	ABB720	GLOCK	MODEL 22	PISTOL
23	NONE	ABD769	GLOCK	MODEL 22	PISTOL
24	NONE	ABD762	GLOCK	MODEL 22	PISTOL
25	3344	418445	SONY	CYBERSHOT	DIGITAL CAMERA
26	3348	418446	SONY	CYBERSHOT	DIGITAL CAMERA

Section 2. The Mayor is directed to sell, recycle or otherwise dispose of the surplus property in any manner he determines to be in the best interest of the City and execute any necessary paperwork to effectuate the transfer.

PASSED by majority vote of the members of the Sedro-Woolley City Council this 10th
day of December, 2014

Mike Anderson, Mayor

Attest:

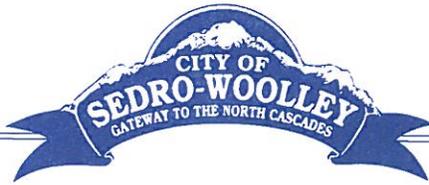
Patsy Nelson, Finance Director

Approved as to form:

Eron Berg, City Attorney

DEC 10 2014

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



SUBJECT: PUBLIC COMMENT

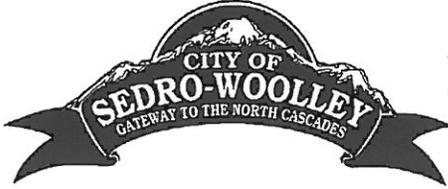
Name:
Address:
Narrative:

CITY COUNCIL AGENDA
REGULAR MEETING

DEC 10 2014

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

CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-9922
Fax (360) 855-9923



2ND READING

Eron Berg
City Supervisor/Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Pedestrian Interference Ordinance
FOR MEETING ON: December 10, 2014

ISSUE: Should the Council adopt the attached draft ordinance regulating pedestrian interference at key intersections within the city where conflicts exist between cars and people?

BACKGROUND: *Second reading/public hearing.* As requested by the City Council, attached is a draft ordinance dealing with the issue of pedestrian and vehicle safety when pedestrians are interfering with vehicles at key intersection sin Sedro-Woolley. This ordinance is substantially the same as the one Mount Vernon passed some time ago and references Mount Vernon's legislative record. A full copy of that record will be available for review at the meeting.

This ordinance identifies particular roadways as prohibited roadways within the city where pedestrians are prohibited from entering for the purpose of delivering, receiving or exchanging goods or services or distributing publications to occupants of vehicles. Violations are misdemeanors punishable by a fine of up to \$500.00, imprisonment of up to 30 days or both.

Special events, parades and festivals permitted under SWMC 12.44 are exempt.

Attached is the map showing the prohibited roadways; a larger format version will be on hand Tuesday night; *Metcalf Street was added since the first reading.*

RECOMMENDATION: Following the public hearing: Motion to adopt the attached ordinance which regulates pedestrian conduct in certain areas of the city.

**AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, SKAGIT COUNTY,
WASHINGTON, ADOPTING A NEW CHAPTER TO THE SEDRO-WOOLLEY
MUNICIPAL CODE REGULATING PEDESTRIAN CONDUCT IN CERTAIN
LOCATIONS POSING TRAFFIC FLOW AND SAFETY RISKS**

WHEREAS, various federal and state appellate courts recognize that there are evident dangers of physical injury and traffic disruption when individuals step into or stand in busy streets trying to engage drivers for any reason; and

WHEREAS, traffic flow and safety risks are heightened on state routes and certain arterials and collectors, due to traffic volume, speed, and routes commonly used by emergency responders; and

WHEREAS, roadways that feed into state routes and arterials, directly impact traffic flow and safety; and

WHEREAS, there is an increased risk that motor vehicle drivers while in travel approached by pedestrians to exchange goods or services will become distracted, stop suddenly, or linger at traffic control devices thereby causing significant traffic disruption, signal sensor disruption as well as posing a significant risk of physical injury to themselves, other motorists, pedestrians, and delay to emergency responders utilizing those roadways; and

WHEREAS, the distraction of motorists occasioned by the immediate exchange of goods or services between pedestrians and occupants of vehicles while in travel along state highways, certain arterials and collectors not only threatens to impede the orderly flow of traffic, but also raises serious concerns of traffic and public safety; and

WHEREAS, the City Council recognizes, as evidenced by its prior adoption of Chapter 12.44 SPECIAL EVENTS, PARADES AND FESTIVALS and the Model Traffic Ordinance, Chapter 10.44, that there are inherent traffic flow and safety risks associated with pedestrian-vehicle interaction; and

WHEREAS, distracted drivers are more prone to automobile accidents, and evidence was presented that accidents at intersections, along state highways, certain arterials and collectors constitute a substantial traffic safety problem and that the introduction of yet another distraction into the traffic system serves only to exacerbate that problem; and

WHEREAS, the City has a fundamental and substantial interest in traffic flow and safety; and

WHEREAS, the City has a fundamental and substantial interest in: i) lowering crime rates and crime incidents in concentrated areas, ii) reducing pollution, littering, and the public's exposure to dangerous items (e.g. human waste and needles), and ii) reducing a disproportionate use of

City resources in concentrated areas and that such are secondary effects of engaging in the immediate receipt of goods or services with vehicles while in travel along congested and heavily trafficked urban areas in the City; and

WHEREAS, the City conducted a public hearing in which testimony was taken regarding the impacts to motorists, pedestrians, traffic flow, traffic safety and secondary effects, has considered such testimony and has considered the legislative record produced herein and adopted hereto by this reference as well as evidence generated by the City of Spokane Valley adopted hereto by this reference and the legislative record and evidence generated by the City of Mount Vernon which is also adopted hereto by this reference; and

WHEREAS, the City Council seeks to promote the City's interest in traffic flow, public safety, and reduction of secondary effects cited herein by implementing narrowly tailored time, place, and manner regulations on conduct posing traffic flow and safety risks in specific public roadways.

NOW THEREFORE, the City Council of the City of Sedro-Woolley, Skagit County, Washington, do ordain as follows:

Section 1. Recitals. The recitals set forth above are incorporated as if fully set forth herein by this reference.

Section 2. A new chapter is added to Sedro-Woolley Municipal Code title 9 to read as follows:

9. __ Pedestrian Interference with Vehicular Traffic On Identified Roadways- Prohibited.

A. The purpose of this section is to promote the City's fundamental interest in public peace, health, and safety, by regulating conduct that occurs at locations and under circumstances specified herein which pose substantial risks to traffic flow, vehicular and pedestrian safety, and the public safety as a whole.

B. No person shall enter a prohibited roadway or be physically present within a prohibited roadway when that roadway is open for vehicular travel and deliver, receive, or exchange goods or services or distribute publications for any purpose with occupants of any vehicle unless the vehicle is legally parked.

C. As used in this section:

1. "Enter" means to cross the vertical plane of the edge of a prohibited roadway. It includes crossing the vertical plane by any part of a person's body or any extension thereof.

2. "Prohibited roadway" means a state route, or selected arterials and collector streets, and also the first 100 feet of a road that intersects a state route, or principal arterial, as measured from the edge of the state route, or selected arterial or collector streets.

a. Prohibited roadway:

- i. includes any portion of a road traveled by vehicles up to the sidewalk or curb where there exists a sidewalk or curb;
- ii. includes the first five feet beyond the edge of a paved shoulder where there is no sidewalk;
- iii. includes medians, which may be denoted by a physical barrier or solid yellow pavement markings;
- iv. excludes all sidewalks and curbs.

3. "goods or services" means: any tangible item including but not limited to, financial aid, monetary gifts, any article representing monetary value, or consumer goods, and any work or employment for duties performed by one that results in the benefit to another.

D. Prohibited roadways, with the exception of roadways within 100 feet of a state route, or selected arterials and collector streets, established herein are delineated upon the official map, entitled "Prohibited Roadways as Defined by SWMC 9.____.____ C 2 and Referenced in SWMC 9.____.____ D," as adopted as part of this code as if contained herein. The official map shall be filed in the City Finance Office. It shall be the duty of the City Attorney to cause the official map to be updated and maintained by having changes entered that the City Council may approve.

E. Any person who violates this section is guilty of a misdemeanor and shall be punished by a fine of not more than \$500.00, or by imprisonment not to exceed thirty days, or by both such fine and imprisonment.

F. The following are not violations under this section:

- 1. Activity authorized pursuant to Chapter 12.44 SPECIAL EVENTS, PARADES AND FESTIVALS.
- 2. A person summoning, delivering, or receiving aid in an emergency situation.

Section 4. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 5. Effective Date. This Ordinance shall become effective five days after publication of the Ordinance, or a summary thereof, in the official newspaper of the City.

PASSED by majority vote of the members of the Sedro-Woolley City Council this _____ day of _____, 2014, and signed in authentication of its passage this ____ day of _____, 2014.

Mike Anderson, Mayor

Attest:

Patsy Nelson, Finance Director

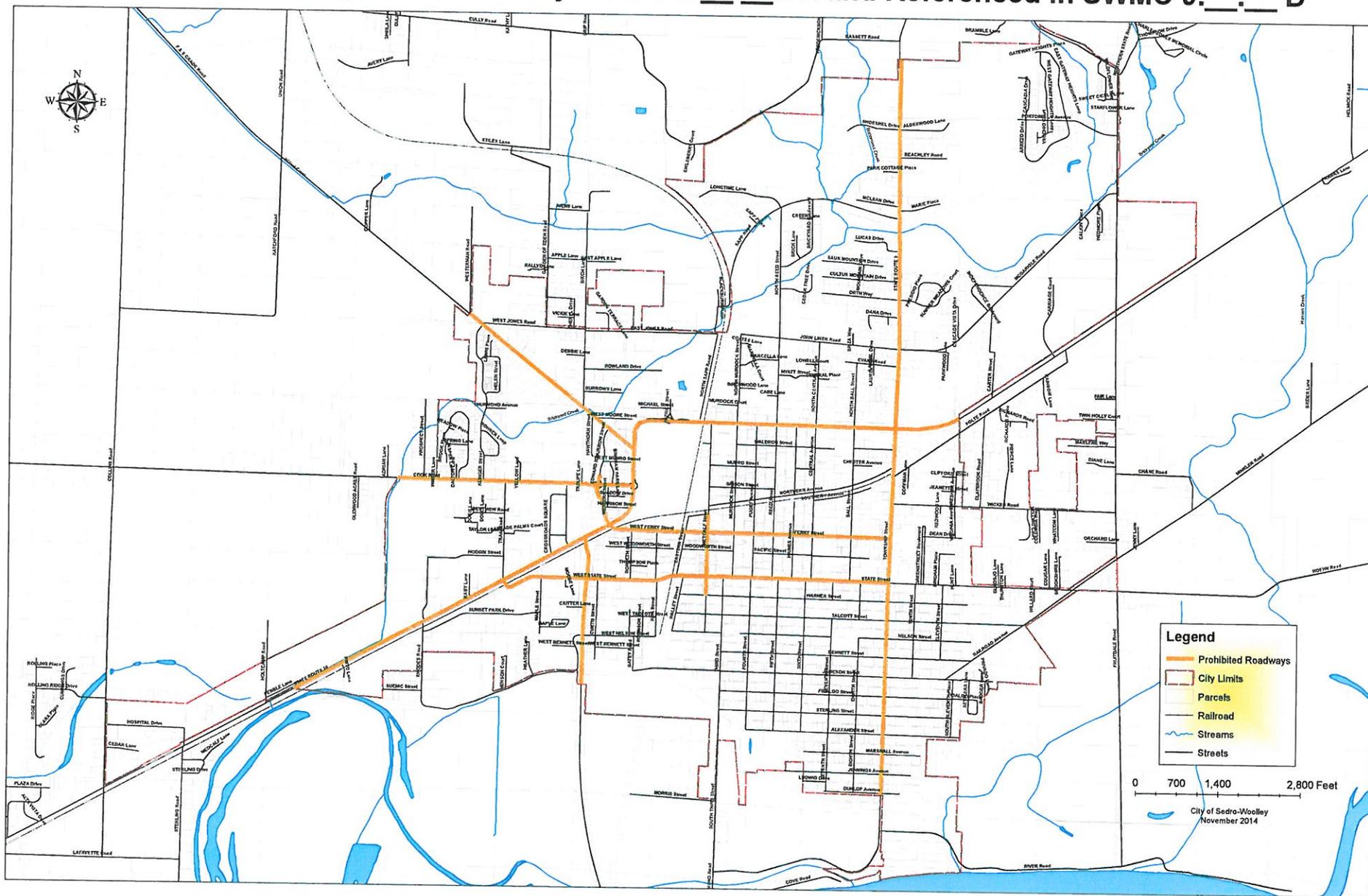
Approved as to form:

Eron Berg, City Attorney

Filed with the City Clerk:	November 7, 2014
First Reading:	November 25, 2014
Public Hearing:	December 10, 2014
Second Reading:	December 10, 2014
Passed by the City Council:	
Signed by the Mayor:	
Date of Publication:	

CITY OF SEDRO-WOOLLEY

Prohibited Roadways as Defined by SWMC 9.____ C 2 and Referenced in SWMC 9.____ D



Legend

- Prohibited Roadways
- City Limits
- Parcels
- Railroad
- ~ Streams
- Streets

0 700 1,400 2,800 Feet

City of Sedro-Woolley
November 2014

DEC 10 2014

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 9

Memorandum

To: City Council
From: Patsy Nelson 
Date: 12/3/2014
Re: 2015 Salary Ordinance

Issue: Should the Council adopt the attached ordinance which establishes 2015 salaries for the City's appointed and elected officials?

Background information: All S-WPS Guild represented employees as well as non-represented, non-elected employees (except facility monitor, park caretaker and part time firefighters) are scheduled to receive a 2.0% salary increase in 2015 unless otherwise adjusted per Council review. AFSCE members are scheduled to receive a 2.5% increase in salaries & wages. All base salaries and wages for non-elected staff are shown prior to longevity, specialty pay, or incentive pay.

Recommendation: Motion to approve the 2015 Salary Ordinance.

Ordinance No. 14 An Ordinance Establishing the Salaries and Wages for Elected Officials, Union/Guild and Non-Represented Employees of the City of Sedro-Woolley for the Fiscal Year Beginning January 1, 2015.

AN ORDINANCE ESTABLISHING THE SALARIES AND WAGES FOR ELECTED OFFICIALS, UNION/GUILD AND NON-REPRESENTED EMPLOYEES OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2015

WHEREAS, it is necessary to establish, on an annual basis, the salaries and wages of Elected Officials and Union/Guild and Non-Represented staff; and

WHEREAS, the City is in the second year of a three year agreement with the Sedro-Woolley Public Safety Guild – Police Department Commissioned Employees, and Police Department Support Employees, and applicable wages are depicted below; and

WHEREAS, the City is in the first year of a four year agreement with the American Federation of State, County and Municipal Employees, AFL-CIO, Local 176-SW, (AFSCME); and applicable wages are depicted below; and

WHEREAS, Non-Union represented staff shall receive a 2.0% cost of living increase with salaries and wages depicted below. The City Council has reviewed certain positions and increased salaries as deemed appropriate; and

WHEREAS, SWMC 2.02.010 requires an annual review of the mayor's salary and cost of living adjustments consistent with other non-represented employees; and

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

Section 1. The year 2015 wages for AFSCME represented City employees shall be established per the current agreement, which increases wages as depicted below.

Section 2. The 2015 wages for Sedro-Woolley Public Safety Guild represented City employees shall be established per the current contracts which increases wages as depicted below.

Section 3. The 2015 salaries and wages for non-union employees shall increase by 2.0% and as depicted below.

Section 4. The 2015 annual salary for members of the Sedro-Woolley City Council shall be \$500 per month.

Section 5. SWMC 2.02.010 is amended to read as follows: The mayor of Sedro-Woolley shall be paid an annual salary of twenty-five thousand six hundred fifty-five dollars. Annually or at other such intervals as the council desires, the council shall review the salary of the mayor and make cost of living adjustments consistent with those of other nonrepresented employees.

Section 6. The base salaries and wages for all other employees of the City of Sedro-Woolley are established as follows, not including applicable longevity, specialty pay, or incentive pay:

TITLE:	SALARY OR WAGE RANGE:
Non-Represented	
City Supervisor/City Attorney	\$ 9,090 Per Month
Public Works Director	\$ 8,729 Per Month
Police Chief	\$ 7,856 Per Month
Fire Chief	\$ 7,856 Per Month
Finance Director	\$ 6,926 Per Month
Assistant Fire Chief/Training Officer	\$ 6,630 Per Month
City Engineer	\$ 6,606 Per Month
IT Director	\$ 6,310 Per Month
Librarian	\$ 5,318 Per Month
Planning Director	\$ 4,975 Per Month
Assistant Librarian	\$ 3,761 Per Month
Engineering Technician/Project Inspector	\$ 3,334 – \$3,667 Per Month
Park Caretakers (part time)	\$ 100 Per Month
Facility Monitor (part time)	\$ 25.00 Per Hour
Court Clerk (part time)	\$ 24.25 Per Hour
Transcriptionist (part time)	\$ 15.10 Per Hour
Public Safety Receptionist (part time)	\$ 14.60 Per Hour
Firefighters (part-time)	\$ 12.00 Per Hour
Library Extra Help (part time)	\$ 10.50 - \$18.75 Per Hour
Extra Help (part time & temporary)	\$ 9.47 - \$12.50 Per Hour
Sedro-Woolley Public Safety Guild	
<u>Commissioned Employees</u>	
Police Sergeant	\$6,446 - \$6,705 Per Month
Police Officer	\$4,852 - \$5,971 Per Month
<u>Support Employees</u>	
Records Supervisor	\$3,425 - \$4,253 Per Month
Records Clerk	\$3,261 - \$4,090 Per Month
Code Enforcement Officer	\$3,433 - \$3,758 Per Month

TITLE:

SALARY OR WAGE RANGE:

Union, AFSCME

Wastewater Treatment Supervisor	\$4,872 - \$6,218 Per Month
Foreman/Supervisor	\$4,614 - \$5,888 Per Month
Lead Plant Operator	\$3,965 - \$5,059 Per Month
Lead Utility Worker/Equip Operator	\$3,769 - \$4,810 Per Month
Plant Operator II	\$3,754 - \$4,791 Per Month
Wastewater Collection Specialist II	\$3,754 - \$4,791 Per Month
Utility Worker/Equip Operator II	\$3,558 - \$4,543 Per Month
Plant Operator I	\$3,535 - \$4,512 Per Month
Wastewater Collection Specialist I	\$3,535 - \$4,512 Per Month
Utility Worker/Equipment Operator I	\$3,432 - \$4,379 Per Month
Engineering/Planning Technician	\$3,266 - \$4,170 Per Month
Public Works Assistant	\$3,237 - \$4,132 Per Month
Deputy Clerk	\$3,205 - \$4,089 Per Month
Offender Work Program Supervisor	\$3,205 - \$4,089 Per Month
Accounting Clerk/HR Assistant	\$3,175 - \$4,072 Per Month
Building Inspector	\$3,129 - \$3,992 Per Month
Accounting Clerk	\$3,109 - \$3,970 Per Month
Permitting Technician	\$3,109 - \$3,970 Per Month
Secretary Clerk	\$2,978 - \$3,800 Per Month
Custodian	\$2,859 - \$3,652 Per Month
Mechanic (part-time)	\$20.00 - \$31.13 Per Hour
Seasonal positions	\$10.00 - \$15.00 Per Hour

Section 7. The above depicted salaries and wages shall be in effect beginning January 1, 2015.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS 10TH DAY OF DECEMBER, 2014.

Mike Anderson
Mayor

ATTEST:

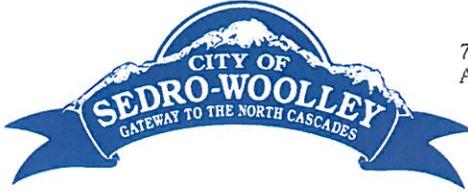
APPROVED AS TO FORM:

Finance Director

City Attorney

CITY COUNCIL AGENDA
REGULAR MEETING

DEC 10 2014



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

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

Christine Salseina
Deputy Clerk

MEMO TO: City Council
FROM: Christine Salseina, Deputy Clerk
RE: **Reports of Contracts approved under SWMC 2.104.060**
DATE: December 10, 2014

The following agreement(s) were approved and are provided for your information:

<u>Contract</u> <u>Dollar Amount</u>	<u>Purpose</u>	<u>Date</u>
1. Sea Western, Inc. Per contract	Preventative Maintenance Inspection and Service	07/18/2014

Preventative Maintenance Inspection and Service Contract

SeaWestern, Inc. (SWI) hereby contracts with the organization identified below to perform inspection and maintenance services described herein.

Scope of Work

SeaWestern to provide preventative compressor service every six months for one year (twice). Additionally, SeaWestern to perform quarterly air tests every quarter for one year (four times). (Please note that two of the air test kit testing will occur in conjunction with the six-month inspection).

SeaWestern will endeavor to recommend procedures and repairs to prevent impending equipment failure. SeaWestern will not be responsible for failures which occur on defective parts other than those furnished and installed by SeaWestern.

Company/ Organization

Name: SeaWestern
Address: PO Box 51 Kirkland WA 98083

Telephone Number: 800-327-5312

Contact: Susan Doyle

Service: Annual

Contract Period

The terms of this contract are for one preventative service call and shall be in effect for two years and shall commence on June 1, 2014 and shall terminate on June 30, 2015.

Performance Period

The above detailed scope of work will be performed for an annual fee of \$1850.00, per compressor. This does not include the cost of parts, materials, or labor for installation and service of items other than those stipulated.

Mileage charges for the preventative maintenance work scheduled have been waived. Typically, mileage both ways is included for customer locations within 60 miles of Kirkland, WA. For distances beyond 60 one way miles, mileage may be charged at the rate of fifty five cents per mile.

Notes

Any work requested by the owner that is not specifically covered by this contract will be charged as follows:

- A. Parts: Prices in effect at the time they are installed.
- B. Labor: Standard rate \$100.00 per hour.

Note: Labor will be charged on a portal to portal basis. Parts and Labor charges invoiced as needed upon customer approval.

Initial Inspection and Recommendations

On the commencement of this contract, a survey of the compressor installation may be preformed. This will be a complete analysis of the system to determine the following

- A. OSHA and State industrial safety compliance*
- B. Operating condition of the system.
- C. Proper application of the equipment.
- D. Deficient and/or defective parts and components.
- E. Repair and improvement recommendations.

Non-Compliance of the above conditions may require addition service charges. An estimate will be given before work is preformed to bring system into compliance.

*The owner/ operator of the compressor is responsible for keeping the compressor in safe operating conditions, this meeting local, state and federal laws, rules, regulations and codes. Please refer to the manuals for your compressor for operating and safety precautions. In the event that SeaWestern did not perform the original installation, we may have recommendations for modifying your system in the future, for the best performance and longevity of your equipment.

Parts and Service included in Service Agreement

Parts included in the Service agreement are; compressor purification cartridges, compressor oil, compressor oil filter (if applicable). Additional parts installation will require customer authorization before installation. **Preventative Maintenance Services** include changing of breathing air filtration filters, changing of oil/ filter, unit operation inspection, calibration of the CO monitor (if applicable). **Factory Quality Services** include purification filters and oil only.

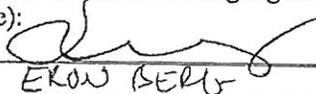
Parts not included in the service agreement are: compressor air intake filter, drive engine filters, drive engine oil, drive engine/ motor parts, and carbon monoxide cells/ sensors.

SeaWestern Technicians cannot perform services on drive engines. Compressor drive engine maintenance is the responsibility of the owner. Engine/ motor must be functional for SeaWestern to test operation of compressor. Electrical service is not the responsibility of SeaWestern.

Unit Information:

**Bauer, K15, Block #pp/4458/06 with P5 Securus
325 METCALF STREET, SEDRO WOOLLEY WA 98284**

Signature of Authorizing Agent (Sedro Woolley Fire):

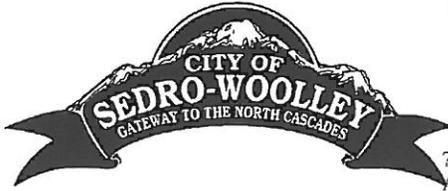

Title: city SUPERVISOR
PO/ Contract NO.: _____

Signature of Authorizing Agent (SeaWestern): 

Title: Sec Treasurer
7/18/14

Return To:

SeaWestern, Inc.
PO Box 51
Kirkland WA 98083



CITY COUNCIL AGENDA
REGULAR MEETING

DEC 10 2014

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 12

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

Mark A. Freiberger, PE
Director of Public Works

MEMO TO: City Council and Mayor Anderson
FROM: Mark A. Freiberger, PE
RE: **Possible Contract Award
Wastewater Replacement Thickener Pump
Correct Equipment, Inc.**
DATE: December 5, 2014 (for Council action December 10, 2014))

RECOMMENDATION:

The Public Works Department Wastewater Division recommends that a contract in the amount of \$14,453.45, including freight and 8.5% sales tax, be awarded to Correct Equipment, Inc. of Redmond, WA, for one (1) Vogelsang VX136 sludge thickener pump assembly.

BACKGROUND:

During the summer of 2014, Wastewater solicited three bids for a replacement sludge thickener pump under the provisions of SWMC Chapter 3.76.020, Purchase of Materials, Supplies or Equipment between \$7,500 and \$15,000. Three bids were solicited as shown below.

Correct Equipment, Inc. quote dated 8/6/2014	\$14,453.45	including WSST and freight
Pump Tech, Inc. quote dated 6/11/2014	\$15,415.68	including WSST, plus freight
Charter Machine Company quote dated 6/4/2014	\$24,138.21	including WSST, plus freight

The low bid was from Correct Equipment as shown above.

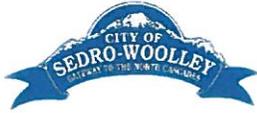
FINANCIAL:

The purchase is budgeted from our Wastewater Division budget:

Other Improvements 594.35.64.000.402, with a budget total of \$75,000.00. Other purchases from this line in 2014 are Purchase Order 2014-PO-19 dated 12/5/2014 for a replacement blower unit, totaling \$5,515.38. The total for Account 402 purchases will be less than the budgeted amount by \$55,031.17.

MOTION:

Move to award and authorize the Public Works Director to sign and issue a purchase order in the amount of \$14,453.45, including freight and sales tax, to Correct Equipment, Inc. of Redmond, WA, for one (1) Vogelsang VX136 sludge thickener pump assembly



**PURCHASE ORDER
CITY OF SEDRO-WOOLLEY**

Purchase Order No. 2014-PO-20

Product Vogelsang VX136 Sludge Thickener Pump Assembly

Vendor Name Correct Equipment, Inc.

Vendor Address 14576 NE 95th Street, Redmond, WA 98052

Vendor Contact Howard Taub Phone 425-869-1233X201 Email Howardt@correctequipment.com

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

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

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

City Department Sewer Budget (BARS) No. 594.35.64.000.402 Plant Upgrades

DESCRIPTION OF PRODUCT

GBT Return Pump, Sludge, Digested, Vogelsang VX136 per Correct Equipment, Inc. Quote 73489 dated 8/6/2014 as emailed 8/14/2014 (copy attached)

COMPENSATION

LUMP SUM – Compensation for the product will be on a Lump Sum price basis, **\$14,453.45 including shipping and 8.5% WSST** without written authorization.

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

By ASAP

In accordance with the attached schedule.

APPROVED

CITY OF SEDRO-WOOLLEY

By: Mark A. Freiburger, PE, Director of Public Works

Signature _____

Date _____

Debbie Allen

From: Howard Taub <howardt@correctequipment.com>
Sent: Thursday, August 14, 2014 4:29 PM
To: Debbie Allen
Subject: Vogelsang pump
Attachments: 7348900_Scope.pdf; 73489-1_Spec.pdf; Progressing Cavity.pdf

Debbie,

Attached is a scope of supply. Please note that items 3,4,5, and 6 are spare parts and special tools. They include all new lobes, wear plates and mechanical seals.

The price for the pump package and all parts and tools as listed is \$13,321.15, including freight.

Howard Taub
Correct Equipment, Inc.
Redmond Office
14576 NE 95th Street
Redmond, WA 98052
(425)869-1233 X201
www.correctequipment.com

Subtotal \$13,321.15
WSST 8.5% \$1,132.30
Total Order \$14,453.45

BAES No. 594.35.04.402.
PLANT UPGRADES