

Next Ord: 1814-15
Next Res: 909-15

VISION STATEMENT

SEDRO-WOOLLEY IS A FRIENDLY CITY THAT IS CHARACTERIZED BY CITY GOVERNMENT AND CITIZENS WORKING TOGETHER TO ACHIEVE A PROSPEROUS, VIBRANT AND SAFE COMMUNITY

MISSION STATEMENT

TO PROVIDE SERVICES AND OPPORTUNITIES WHICH CREATE A COMMUNITY WHERE PEOPLE CHOOSE TO LIVE, WORK AND PLAY

CITY COUNCIL AGENDA

January 14, 2015

Following Transportation Benefit District Start Time of 7:00 PM

Sedro-Woolley Municipal Building

Council Chambers

325 Metcalf Street

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Consent Calendar1-117

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

- a. Approval of Agenda
- b. Minutes from Previous Meeting
(Including December 18, 2014 Special Meeting and January 8, 2015 Work Session)
- c. Finance
 - Claim Checks #180696 to #180783 in the amount of \$331,243.42
 - Payroll Checks #58410 to #58427 plus EFT's in the amount of \$295,444.98
- d. Planning Commission Appointment
- e. Amendment 5 to the Interlocal Agreement dated 10/18/2011 with Skagit Conservation District – Publication Involvement Project in support of the NPDES Phase II Stormwater Permit WAR-04-5555
- f. Professional Services Agreement No. 2015-PS-14 for Design Phase Services for the Jameson Arterial Extension to SR9 Project – H.W. Lochner, Inc.
- g. Certification Acceptance Qualification Agreement with WSDOT
- h. Right of Way Procedures Update

- 4. Public Comment.....119

PUBLIC HEARING

UNFINISHED BUSINESS

NEW BUSINESS

- 5. Washington Department of (Fish and) Wildlife Land Use Agreement for maintenance of site on River Road.....121-125
- 6. Council Organizational Matters.....127

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

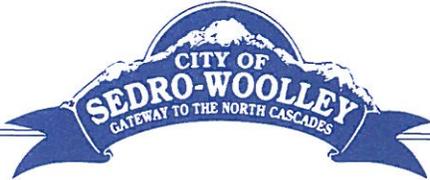
- 7. Reports of Contracts approved under SWMC 2.104.060.....129

EXECUTIVE SESSION

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

JAN 14 2015

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



DATE: January 14, 2015
TO: Mayor Anderson and City Council
FROM: Patsy Nelson, Finance Director
SUBJECT: 1) CALL TO ORDER; 2) PLEDGE OF ALLEGIANCE; 3) CONSENT
CALENDAR

1. CALL TO ORDER - The Mayor will call the January 14, 2015 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.

JAN 14 2015

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

CITY OF SEDRO-WOOLLEY

Special Meeting of the City Council
December 18, 2014 – 9:07A.M. – Port of Skagit County

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Kevin Loy, Germaine Kornegay, Brenda Kinzer and Keith Wagoner. Staff: City Supervisor/Attorney Berg,

The Port of Skagit County meeting was called to order at 9:07 A.M. by Commissioner Omdal.

The City of Sedro-Woolley Special Council meeting was called to order by Mayor Mike Anderson at 9:08 A.M.

The Skagit County Commissioner's meeting was called to order by Chairman Wesen.

Port Commissioner Omdal proceeded to chair the joint meeting with round the room introductions.

Patsy Martin introduced the topic of the day using the handout (attached).

Tim Holloran of Skagit County commented on the status of the project.

City Supervisor/Attorney Berg commented on this project.

Joe Valentine commented on the issues including the closure of the evaluation and treatment facility at the RSN building in 2010 rather than 2004. They would like at least a short-term lease of at least three years if reopened. The RSN would employ about 60 employees. \$3-\$5 M for a new facility; \$100 K for RSN (DSHS would fund).

Mike Stringer from Maul Foster discussed the adaptive reuse study. Matt from Heartland addressed the real estate issues for the site.

Questions and answers followed with more discussion about mental health issues and compatibility with a new vision for the site.

A break was held from 10:10 A.M. to 10:20 A.M.

The meeting reconvened with discussion.

Port Commissioner Ware proposed the following:

1. Joint partnership to improve Northern State for the highest economic value for the community consistent with consultant's recommendation.
2. Recommend to the State the temporary use of RSN for an E & T for 36 months from 7/1/2015 with no lessee option to renew.

Councilmember Loy moved to Joint partnership to improve Northern State for the highest economic value for the community consistent with consultant's recommendation and to Recommend to the State the temporary use of RSN for an E & T for 36 months from 7/1/2015 with no lessee option to renew. Seconded by Councilmember Wagoner. Motion carried (4-0). (*Skagit County and the Port of Skagit County also passed unanimously*).

Councilmember Loy moved to make the same recommendation for the Pioneer Center use as was made for the RSN use. Councilmember Kinzer seconded. Motion carried (4-0).

The meeting adjourned at 10.55 A.M.



Port of Skagit

Vision Statement – The Port of Skagit leads efforts to build a strong economy in Skagit County while valuing the area's natural assets and quality of life.

December 19, 2014

9:00 a.m.

Port Administration Building – 15400 Airport Drive, Burlington, WA

Mission Statement ~ Good Jobs for Our Community

Agenda – Joint Special Meeting of the Port of Skagit Commission, Skagit County Board of Commissioners and Sedro-Woolley City Council

CALL TO ORDER – Port of Skagit, Skagit County Board of Commissioners and Sedro-Woolley City Council

NEW BUSINESS

ADMIN: Northern State; Adaptive Reuse Study (2014)

ADJOURNMENT



Port of Skagit

DATE: December 15, 2014
TO: Commissioners Omdal, Shuler and Ware
FROM: Patsy Martin, Executive Director *Patt for Am*
RE: ADMIN: NORTHERN STATE: ADAPTIVE REUSE STUDY (2014)

ACTION REQUESTED:

COMMISSION AUTHORIZE STAFF TO CONTINUE TO PURSUE THE PARTNERSHIP'S GOALS FOR THE NORTHERN STATE PROPERTY AND SUPPORT OUR COMMUNITY IN FINDING LONG-TERM SOLUTIONS FOR THE MENTAL ILLNESS CRISIS AND DRUG AND ALCOHOL TREATMENT NEEDS AND PROVIDE AN INTERIM SOLUTION FOR THE TEMPORARY USE OF THE RSN BUILDING AND PIONEER FACILITY.

Background

The Port of Skagit, Skagit County and the City of Sedro-Woolley embarked on the Northern State Adaptive Reuse Study pursuant to Interlocal Agreement dated 1/13/14. The goals of the Interlocal include:

1. Encourage the private sector to create and sustain jobs at Northern State benefitting all of Skagit County and its citizens and that are compatible with the following goals:
2. Continue and promote public recreational use of Northern State;
3. Protect the environmentally sensitive areas of Northern State, in particular Hanson Creek;
4. Acknowledge and protect the historic significance of Northern State to the local community, the wider region and the State of Washington; and
5. Acknowledge and respect the neighboring Upper Skagit Indian Tribal Nation's interests in Northern State.

Also, the Port of Skagit obtained an Integrated Planning Grant (IPG) from the State of Washington in the amount of \$200,000. In addition, the Port, City of Sedro-Woolley and Skagit County have all contributed funds.

Since that time we have:

1. Held 2 community meetings on site;
2. Held 5 stakeholder meetings;
3. Determined that the highest and best use of the facility that will achieve our goals include:
 - a. Education and research
 - b. Specialty housing
 - c. Hospitality
 - d. Other related and complimentary uses
4. Determined that the most appropriate governance model would likely be a public development authority comprised of representatives of the Port of Skagit, Skagit County and the City of Sedro-Woolley.
5. Concluded that the contamination on the site does exist but in small amounts that our advisors agree will be relatively straightforward to remedy.

Our next steps include developing a Memorandum of Intent with the State of Washington regarding the transfer and governance of the property.

However, a serious situation has occurred within the State of Washington. The Washington State Supreme Court has determined that the State of Washington is inadequately managing some mentally ill patients within the state. That determination has led to the need to find short and long-term solutions to more appropriately evaluate, house and treat mentally ill patients.

A facility (commonly known as the "RSN Building") was created on the site a number of years ago for this purpose. It would serve approximately 16 patients. It was vacated in approximately 2004. Some are recommending this facility be reopened as a short-term solution. The purpose of this joint meeting between the Port of Skagit, Skagit County and the City of Sedro-Woolley is to discuss and define what a short-term solution would look like.

Current Situation

We are concerned, based on advice provided by our advisors that a long-term solution would likely thwart private sector interest in redeveloping the site (please find copy of their recommendation dated 12/5/14 attached). At the same time we

are also concerned and support our community's need to solve this mental illness crisis. Therefore, we believe the following options are available to all of us:

1. Stop our pursuit of a more viable economic future for the site.
2. Continue to pursue the partnership's economic opportunity goals, support other long-term solutions for the mental illness crisis and provide an interim solution with a temporary use of the RSN building. Those could include:
 - a. Support using a portion of United General Hospital for this sort of facility. We understand that this sort of use has been done at Providence Hospital in Everett and has been supported by King County in that endeavor.
 - b. Other facility to be identified.

Similar to the situation with the RSN building's incompatibility with the proposed economic uses we have the same concern with the Pioneer facility. The Pioneer facility is located in a place not compatible with re-creating the Olmsted layout. Also, due to the nature of their patients Pioneer has a formidable appearance and security staff who discourages public access anywhere near the facility. At the same time we recognize the need for this type of drug and alcohol treatment. Therefore, we believe the following options are available to all of us:

1. Stop our pursuit of a more viable economic future for the site.
2. Continuing to pursue the partnership's economic opportunity goals, while supporting other long-term solutions for the drug and alcohol treatment center and providing an interim solution with the temporary use of the Pioneer building. Those could include:
 - a. Use of existing jail facilities in Skagit or Whatcom counties when new facilities are constructed.
 - b. Other locations to be identified.

Recommendation

Staff recommends that we continue to pursue the partnership's goals for the Northern State property and support our community in finding long-term solutions for the mental illness crisis and drug and alcohol treatment needs and provide an interim solution for the temporary use of the RSN Building and Pioneer facility. (Attached please find draft letter to Chris Liu, Director, Department of Enterprise Services)

Attachments



MEMORANDUM

To: Patricia Botsford-Martin Date: December 5, 2014
From: Jim Darling and Michael Stringer Project: 0624.04.02
RE: Assessment of Building and Use Compatibility

The Port of Skagit, in partnership with the City of Sedro-Woolley and Skagit County have undertaken a study of the potential for adaptive re-use of the former Northern State Hospital. This study has incorporated community outreach and technical analysis from a broad range of perspectives including economic, architectural, natural resources, and environmental. A strong consensus has developed from both the public and the technical consulting team around a vision for future use of the facility as a mixed use district with a diverse range of uses including hospitality, education, research, and specialty residential. These uses meet the community interest in opening the facility for greater public access, respecting the historic integrity of buildings, and increasing economic opportunities. They also appear feasible based on technical analysis of market demand and compatibility with the historic buildings and landscape.

An alternative use of the property for long term continued and expanded mental health services has also arisen in the planning process. With appropriate public funding, there is potential for this use as well, however it is generally incompatible with the mixed use district vision. Specifically, the proposal to re-open the RSN Building and continue Pioneer Health Services operations at the Douglas Building are problematic for the following reasons.

- **Public Access Constraints Compatibility**—The opportunity of increasing public access to Northern State is greatly constrained by the security and privacy needs of mental health and chemical dependency treatment operations as proposed at the RSN and Douglas Buildings. While some accommodations may be made in the design of security features at these facilities, it is difficult to create a welcoming, open atmosphere on the campus if those operations are ongoing and has an impact on residents within those facilities.
- **Architectural Compatibility**—The success of adaptive re-use of Northern State will be largely based on the ability to create value and attract people to the beauty and history of the buildings and grounds. Both the RSN Buildings and the Douglas Building are modern buildings that do not fit with the historical character of the rest of the facility. While the RSN Building is located somewhat distant from the entrance to the facility, the Douglas

Building is a prominent feature that is both inconsistent with the historical character in its own design and blocks the view of the landmark Denny Building. Its continuing presence is not consistent with the original campus design and layout.

- **Use Compatibility**—While some uses, such as medical and psychiatric research and education may be compatible with mental health and chemical dependency treatment services, most other uses would cause significant conflicts. In particular, hospitality, which would rely on attracting visitors to the scenery and outdoor amenities would be challenged by co-location with these types of mental health services.
- **Financial Implications**—The continued operation of incompatible uses is likely to dissuade private investors who would perceive these uses as barriers to redevelopment. There is also potential that federal historic tax credits would be jeopardized by the continued use of facilities that detract from the characteristics that merit listing of the property on the National Register of Historic Places. While it may appear counterintuitive, the newer buildings, especially Douglas, are likely to require higher maintenance funds than the historical buildings because of the type of construction and building materials. Anecdotally, the high costs of maintaining these newer buildings has been recognized by current facility staff.

CONCLUSION

The mental health services currently operating and proposed for Northern State certainly serve an important societal need. However, their long-term operations pose a significant barrier to a successful adaptive re-use of the facility as a mixed use district. While these uses could be accommodated during a transition period, it is recommended that the Port not take an interest in economic redevelopment of the property if these uses continue in the long-term. Rather, it would be a more appropriate role for another governmental entity, such as Washington State to continue to own and operate the facility if the future uses are based on mental health services.

[to be printed on Port letterhead]

December x, 2014

Chris Liu
Director
Department of Enterprise Services
PO Box 41401
Olympia, Washington 98504-1401

Dear Mr. Liu

We would like to thank you and the staff of the Department of Enterprise Services (DES) for working so closely with our community on the North Cascades Gateway Center adaptive re-use planning. We share many of the same goals and values with the State in developing this historic property for the broad benefit for the community.

It is the intent of the Port of Skagit, City of Sedro-Woolley, and Skagit County to submit a proposal to DES in the spring of 2015 for the transfer of ownership of the North Cascade Gateway Center to the local community. The proposal will include a memorandum of intent to enter into a due diligence process to resolve any outstanding issues, uncertainties, and concerns, followed by execution of a transfer agreement in 2016.

The last year of our rigorous community planning process and technical analysis has resulted in a number of key findings that will be the foundation of our proposal:

- There are viable market opportunities for redevelopment of the facility for a combination of hospitality, education, research, and specialty residential uses.
- The existing buildings are generally in good condition with a high degree of historical integrity, but a number of these buildings have immediate restoration needs.
- There is strong support and consensus in the community for increasing public access to the facility and for increasing the level of activity and use of the site.
- Historical operations have impacted the soil and groundwater in discrete areas of the facility and these impacts are manageable.

Our intent is that the proposal will include

- A timeline and architecture for the transaction.
- A framework for addressing the status of current employees and lessees.
- An accommodation for a transitional use of the RSN Building to address the immediate needs resulting from Washington State Supreme Court decision in the case of *D.W. et al vs DSHS and Pierce County*.
 - Our intent is to accommodate that use for approximately three years.
 - Our proposal will include a condition that during the lease period, a process is funded and undertaken to pursue an alternative, long-term location for a facility to

meet the psychiatric treatment capacity need, and achieve milestone progress toward that solution

- An accommodation for continued operation of the Pioneer facility for a transition period.
 - Our intent is to accommodate that use for approximately three years.

We are prepared to discuss the details of the pending proposal so that we continue to align our goals and objectives.

We look forward to continuing to work collaboratively with you and your staff to move forward with this important, legacy project for our community.

Sincerely,

Patricia H. Botsford-Martin
Executive Director

JAN 14 2015

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
December 24, 2014 – 4:00 P.M. – City Hall Lobby

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

ROLL CALL: Present: Mayor Mike Anderson 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 and Fire Chief Klinger.

The meeting was called to order at 4:00 P.M. by Mayor Anderson.

Pledge of Allegiance

Consent Calendar

- Approval of Agenda
- Minutes from Previous Meeting
- Finance
 - Claim Checks #180587 – 180695 plus EFT's in the amount of \$408,061.77
 - Payroll Checks #58397 to #58409 Plus EFT's in the amount of \$197,282.69
- Interlocal Agreement with Skagit County for 2014 Disposable EMS Supplies Reimbursement
- Interlocal Joint Purchasing Agreement with Snohomish County Fire Protection District No. 24
- Professional Services Agreements No. 2015-PS-08, 09, 10,11,12 and 13 for Miscellaneous On-Call Professional Services
- Possible Contract Award – New Frontload Refuse Truck – Western Peterbilt, Inc.
- Ordinance 1813-14 – 2014 Budget Amendment #4

Councilmember Galbraith moved to approve the consent calendar items A through H and to adjourn the meeting. Councilmember Lemley seconded. Motion carried (6-0).

The Meeting adjourned at 4:04 P.M.

JAN 14 2015

CITY OF SEDRO-WOOLLEY

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

Council Worksession

January 8, 2015 – 7:00 P.M. – Public Safety Training Room

The worksession was called to order at 7:02 P.M. by Mayor Mike Anderson.

Flag Salute

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Kevin Loy, Germaine Kornegay, Brenda Kinzer, Hugh Galbraith, Rick Lemley and Brett Sandström. Staff: City Supervisor/Attorney Berg, Public Works Director Freiburger and Public Works Operations Supervisor Salseina.

Skagit Conservation Presentation on Stormwater

- Kristi Carpenter gave a power point presentation on Stormwater, NPDES Compliance and the Skagit Conservation District.

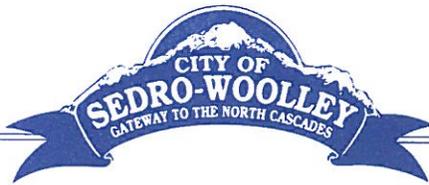
Sidewalks and Street Trees

- City Supervisor/Attorney Berg discussed the Council memo and materials regarding sidewalks and street trees. Discussion followed. The consensus of the Council is to proceed with enforcement of overgrown vegetation on sidewalks. Beginning with an information brochure and follow up with Code Enforcement. Berg requested that the Council consider an updated policy on sidewalks to make it more clear.
- Public Works Director Frieberger talked about the ADA transition plan for sidewalks. City Supervisor/Attorney Berg will bring a revised sidewalk ordinance to the Council for consideration in the future.

The meeting adjourned at 8:42 P.M.

JAN 14 2015

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



DATE: January 14, 2015
TO: Mayor Anderson and City Council
FROM: Patsy Nelson, Finance Director
SUBJECT: FINANCE - CLAIMS

Attached you will find the Claim Checks register proposed for payment for the period ending January 14, 2015.

Motion to approve Claim Checks #180696 to #180783 in the amount of \$331,243.42.

Motion to approve Payroll Checks #58410 to #58427 plus EFT's in the amount of \$295,444.98.

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

12/24/2014 To: 12/31/2014

Time: 09:06:39 Date: 01/08/2015
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
9742	12/31/2014	Claims	2	180696	AT & T	151.80	
		001 - 512 50 42 020 - Telephone				0.04	
		001 - 513 10 42 020 - Telephone				0.76	
		001 - 514 23 42 020 - Telephone				22.77	
		001 - 515 30 42 001 - Telephone				7.59	
		001 - 518 80 42 020 - Telephone				0.76	
		001 - 521 20 42 020 - Telephone				57.68	
		001 - 522 20 42 020 - Telephone				4.55	
		001 - 524 20 42 020 - Telephone				6.02	
		401 - 535 80 42 020 - Telephone				3.04	
		412 - 537 80 42 020 - Telephone				10.63	
		001 - 558 60 42 020 - Telephone				3.04	
		105 - 572 20 42 020 - Telephone				25.81	
		001 - 595 10 42 020 - Telephone				9.11	
9743	12/31/2014	Claims	2	180697	American Fleet Main LLC	1,251.20	
		001 - 522 20 48 000 - Repairs/Maint-Equip				1,251.20	
9744	12/31/2014	Claims	2	180698	Aramark Uniform Services	25.68	
		401 - 535 80 49 000 - Laundry				8.22	
		401 - 535 80 49 000 - Laundry				8.23	
		103 - 542 30 49 000 - Misc-Laundry				4.62	
		103 - 542 30 49 000 - Misc-Laundry				4.61	
9745	12/31/2014	Claims	2	180699	Assoc Petroleum Products	4,174.84	
		001 - 518 20 32 000 - Auto Fuel				117.53	
		001 - 521 20 32 000 - Auto Fuel				1,119.36	
		001 - 522 20 32 000 - Auto Fuel/Diesel				530.74	
		001 - 523 20 32 000 - Auto Fuel				36.61	
		401 - 535 80 32 000 - Auto Fuel/Diesel				75.31	
		401 - 535 80 32 000 - Auto Fuel/Diesel				54.51	
		401 - 535 80 32 000 - Auto Fuel/Diesel				140.36	
		102 - 536 20 32 000 - Auto Fuel/SDiesel				86.05	
		102 - 536 20 32 000 - Auto Fuel/SDiesel				164.28	
		412 - 537 80 32 000 - Auto Fuel/Diesel				1,163.68	
		103 - 542 30 32 000 - Auto Fuel/Diesel				207.63	
		103 - 542 30 32 000 - Auto Fuel/Diesel				357.16	
		103 - 542 30 32 000 - Auto Fuel/Diesel				111.72	
		101 - 576 80 32 000 - Auto Fuel/Diesel				9.90	
9746	12/31/2014	Claims	2	180700	Birch Equipment Co Inc	382.46	
		101 - 576 80 45 001 - Equipment Rental				382.46	
9747	12/31/2014	Claims	2	180701	Branom Instrument Co	743.72	
		401 - 535 50 48 000 - Maintenance Contracts				743.72	
9748	12/31/2014	Claims	2	180702	Brat Wear	436.71	
		001 - 521 20 26 000 - Uniforms/Accessories				436.71	
9749	12/31/2014	Claims	2	180703	Capital One Commercial	192.13	
		001 - 522 20 31 010 - Office Supplies				192.13	
9750	12/31/2014	Claims	2	180704	Cascade Auto Detail	35.00	
		001 - 321 99 00 000 - General Business Licenses				-35.00	
9751	12/31/2014	Claims	2	180705	Cascade Natural Gas Corp	1,538.09	
		401 - 535 80 47 000 - Public Utilities				147.13	
		412 - 537 80 47 000 - Public Utilities				473.79	
		103 - 542 63 47 000 - Public Utilities				69.26	
		103 - 542 63 47 000 - Public Utilities				48.69	
		105 - 572 20 47 000 - Public Utilities				204.77	
		101 - 576 80 47 010 - Community Center				130.95	
		101 - 576 80 47 020 - Senior Center				262.42	

CHECK REGISTER

City Of Sedro-Woolley
MCAG #: 0647

12/24/2014 To: 12/31/2014

Time: 09:06:39 Date: 01/08/2015

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			101 - 576 80 47 050		- Hammer Square	87.46	
			101 - 576 80 47 052		- Bingham Caretaker	113.62	
9752	12/31/2014	Claims	2	180706	Cedro Landing	76.87	Refund Utility Deposit
			412 - 386 00 00 412		- Dumpster Deposit	-76.87	Refund Utility Deposit
9753	12/31/2014	Claims	2	180707	City of Anacortes	50.00	
			001 - 522 45 49 010		- Tuition/Registration	50.00	
9754	12/31/2014	Claims	2	180708	Code Publishing Inc	502.61	
			001 - 511 30 34 000		- Code Book	502.61	
9755	12/31/2014	Claims	2	180709	Collins Office Supply Inc	56.93	
			001 - 514 23 31 000		- Supplies	56.93	
9756	12/31/2014	Claims	2	180710	Comcast	148.95	
			001 - 518 80 42 021		- Internet Services	148.95	
9757	12/31/2014	Claims	2	180711	Cutting Edge Training	560.00	
			001 - 521 40 49 000		- Tuition/Registration	342.00	
			001 - 521 40 49 000		- Tuition/Registration	218.00	
9758	12/31/2014	Claims	2	180712	Data Base Records Destruction LLC	86.69	
			001 - 512 50 31 000		- Supplies	11.20	
			001 - 514 23 31 000		- Supplies	11.19	
			001 - 521 20 31 002		- Office/Operating Supplies	44.78	
			001 - 524 20 31 000		- Off/Oper Supps & Books	6.50	
			001 - 558 60 31 000		- Supplies/Books	6.51	
			001 - 595 10 31 000		- Supplies	6.51	
9759	12/31/2014	Claims	2	180713	Databar	475.23	
			412 - 537 80 31 010		- Office Supplies	475.23	
9760	12/31/2014	Claims	2	180714	Debt Recovery Specialists	1,635.20	
			621 - 389 50 00 000		- Unapplied Cash - Suspense	-226.69	
			621 - 389 50 00 000		- Unapplied Cash - Suspense	-683.16	
			621 - 389 50 00 000		- Unapplied Cash - Suspense	-725.35	
9761	12/31/2014	Claims	2	180715	E & E Lumber	130.02	
			103 - 542 30 31 000		- Operating Supplies	17.89	
			103 - 542 30 31 000		- Operating Supplies	15.44	
			103 - 542 30 31 000		- Operating Supplies	59.17	
			101 - 576 80 31 001		- Operating Sup - Riverfront	14.27	
			101 - 576 80 31 006		- Operating Sup - City Hall	-14.26	
			101 - 576 80 31 007		- Operating Sup - Library	2.33	
			101 - 576 80 31 007		- Operating Sup - Library	0.80	
			101 - 576 80 31 007		- Operating Sup - Library	3.91	
			101 - 576 80 31 007		- Operating Sup - Library	13.43	
			101 - 576 80 31 007		- Operating Sup - Library	12.37	
			101 - 576 80 48 004		- Community Center	106.46	
			101 - 576 80 48 004		- Community Center	-106.46	
			101 - 576 80 48 016		- City Hall	4.67	
9762	12/31/2014	Claims	2	180716	Edge Analytical Inc	158.00	
			401 - 535 80 41 000		- Professional Services	35.00	
			401 - 535 80 41 000		- Professional Services	123.00	
9763	12/31/2014	Claims	2	180717	Emergency Medical Products Inc	514.86	
			001 - 522 20 31 000		- Operating Supplies	396.21	
			001 - 522 20 31 000		- Operating Supplies	118.65	
9764	12/31/2014	Claims	2	180718	Enterprise Office Systems	45.98	
			101 - 576 80 48 010		- Office Equip	45.98	

CHECK REGISTER

City Of Sedro-Woolley
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
9765	12/31/2014	Claims	2	180719	Fastenal Company	188.04	
					401 - 535 50 48 050 - Maint Of General Equip	41.58	
					101 - 576 80 31 009 - Operating Sup - Bingham Par	146.46	
9766	12/31/2014	Claims	2	180720	Federal Certified Hearing	20.00	
					001 - 522 20 41 010 - Prof Service-Medical Exams	20.00	
9767	12/31/2014	Claims	2	180721	Feller Heating & Air Cond	279.93	
					401 - 535 50 48 000 - Maintenance Contracts	279.93	
9768	12/31/2014	Claims	2	180722	Frontier	1,898.82	
					001 - 512 50 42 020 - Telephone	39.06	
					001 - 513 10 42 020 - Telephone	58.59	
					001 - 514 23 42 020 - Telephone	58.59	
					001 - 515 30 42 001 - Telephone	26.04	
					001 - 518 80 42 020 - Telephone	19.53	
					001 - 521 20 42 020 - Telephone	195.42	
					001 - 521 20 42 020 - Telephone	70.84	
					001 - 521 20 42 020 - Telephone	63.69	
					001 - 522 20 42 020 - Telephone	71.61	
					001 - 522 20 42 020 - Telephone	150.76	
					001 - 524 20 42 020 - Telephone	19.53	
					401 - 535 80 42 020 - Telephone	52.08	
					401 - 535 80 42 020 - Telephone	276.78	
					102 - 536 20 42 020 - Telephone	84.80	
					412 - 537 80 42 020 - Telephone	26.04	
					412 - 537 80 42 020 - Telephone	103.42	
					103 - 542 30 42 020 - Telephone	6.51	
					001 - 558 60 42 020 - Telephone	19.53	
					105 - 572 20 42 020 - Telephone	32.55	
					105 - 572 20 42 020 - Telephone	148.24	
					101 - 576 80 42 020 - Telephone	13.02	
					101 - 576 80 47 010 - Community Center	98.77	
					101 - 576 80 47 070 - City Hall	76.18	
					101 - 576 80 47 070 - City Hall	141.67	
					001 - 595 10 42 020 - Telephone	45.57	
9769	12/31/2014	Claims	2	180723	Game Time	3,659.38	
					101 - 594 76 61 000 - Riverfront Park	3,659.38	
9770	12/31/2014	Claims	2	180724	Great America Financial Svcs	125.69	
					105 - 572 20 48 020 - Repair/Maintenance-Equip	125.69	
9771	12/31/2014	Claims	2	180725	HB Jaeger Co LLC	61.13	
					401 - 535 50 48 010 - Maintenance Of Lines	61.13	
9772	12/31/2014	Claims	2	180726	Hach Company	95.45	
					401 - 535 80 31 010 - Operating Supplies	95.45	
9773	12/31/2014	Claims	2	180727	Honey Bucket	75.00	
					101 - 576 80 47 090 - Portable Toilets	75.00	
9774	12/31/2014	Claims	2	180728	Informa Uk LTD	48.00	
					105 - 594 72 64 001 - Books - Skagit County	48.00	
9775	12/31/2014	Claims	2	180729	Ingram Library Services	723.05	
					105 - 594 72 64 001 - Books - Skagit County	101.65	
					105 - 594 72 64 001 - Books - Skagit County	15.54	
					105 - 594 72 64 001 - Books - Skagit County	42.65	
					105 - 594 72 64 001 - Books - Skagit County	521.13	
					105 - 594 72 64 001 - Books - Skagit County	4.91	
					105 - 594 72 64 001 - Books - Skagit County	22.63	
					105 - 594 72 64 001 - Books - Skagit County	14.54	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
9776	12/31/2014	Claims	2	180730	Leo Jacobs	150.00	
					412 - 537 80 28 000 - Employee Wellness	150.00	
9777	12/31/2014	Claims	2	180731	Language Exch Inc (The)	195.00	
					001 - 512 50 41 040 - Language Interpreter	195.00	
9778	12/31/2014	Claims	2	180732	Mid-American Research Chem	308.66	
					401 - 535 80 31 010 - Operating Supplies	308.66	
9779	12/31/2014	Claims	2	180733	N C Machinery Co	3,931.62	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	3,931.62	
9780	12/31/2014	Claims	2	180734	Nat'l Geographic Traveler	14.95	
					105 - 594 72 64 001 - Books - Skagit County	14.95	
9781	12/31/2014	Claims	2	180735	Neofunds By Newpost	1,200.00	
					001 - 512 50 42 010 - Postage	357.85	
					001 - 514 23 42 010 - Postage	273.46	
					001 - 515 30 42 000 - Postage	6.09	
					001 - 521 20 42 010 - Postage	179.03	
					001 - 522 20 42 010 - Postage	13.54	
					001 - 524 20 42 000 - Postage	20.59	
					425 - 531 50 31 000 - Operating Supplies	14.47	
					401 - 535 80 42 015 - Postage	188.10	
					102 - 536 20 42 010 - Postage	10.81	
					412 - 537 80 42 010 - Postage	86.82	
					001 - 558 60 42 010 - Postage	17.62	
					001 - 595 10 42 000 - Postage	31.62	
9782	12/31/2014	Claims	2	180736	North Hill Resources Inc	240.00	
					412 - 537 60 47 020 - Recycling - Yard Waste	240.00	
9783	12/31/2014	Claims	2	180737	Oasys	1,254.59	
					001 - 514 23 45 000 - Operating Rentals/Leases	1,044.91	
					105 - 572 20 48 020 - Repair/Maintenance-Equip	209.68	
9784	12/31/2014	Claims	2	180738	Pacific Commercial Lock & Key	68.11	
					101 - 576 80 41 000 - Professional Services	68.11	
9785	12/31/2014	Claims	2	180739	Petty Cash-Debra Peterson	45.14	
					105 - 572 20 31 010 - Supplies	13.70	
					105 - 572 20 34 000 - Summer Reading Program	9.75	
					105 - 594 72 64 001 - Books - Skagit County	21.69	
9786	12/31/2014	Claims	2	180740	Pro-Seal Service Grp Inc	1,433.31	
					401 - 535 50 48 020 - Maint Of Pumping Equip	1,433.31	
9787	12/31/2014	Claims	2	180741	Public Safety Testing	200.00	
					001 - 521 20 41 001 - Professional Services	200.00	
9788	12/31/2014	Claims	2	180742	Public Surplus	39.20	
					621 - 386 00 00 001 - Public Surplus Fees	-39.20	
9789	12/31/2014	Claims	2	180743	Public Utility Dis No1	1,306.92	
					001 - 521 20 47 000 - Public Utilities	22.35	
					401 - 535 80 47 000 - Public Utilities	223.24	
					102 - 536 20 47 000 - Public Utilities	58.95	
					412 - 537 80 47 000 - Public Utilities	40.11	
					103 - 542 63 47 000 - Public Utilities	47.43	
					105 - 572 20 47 000 - Public Utilities	29.67	
					101 - 576 80 47 000 - Riverfront	164.98	
					101 - 576 80 47 040 - Train	22.35	
					101 - 576 80 47 050 - Hammer Square	91.35	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			101 - 576 80 47 051		Bingham / Memorial	248.73	
			101 - 576 80 47 053		Other Utilities	149.91	
			101 - 576 80 47 070		City Hall	207.85	
9790	12/31/2014	Claims	2	180744	Puget Sound Energy		205,113.38
			001 - 521 20 47 000		Public Utilities	31.30	
			001 - 522 50 47 000		Public Utilities	110.74	
			425 - 531 50 47 000		Public Utilities	158.17	
			401 - 535 80 47 000		Public Utilities	9,372.54	
			102 - 536 20 47 000		Public Utilities	61.04	
			412 - 537 80 47 000		Public Utilities	187.35	
			103 - 542 63 47 000		Public Utilities	76.00	
			103 - 542 63 47 000		Public Utilities	8.12	
			103 - 542 63 47 000		Public Utilities	208.93	
			103 - 542 63 47 000		Public Utilities	744.21	
			108 - 557 30 41 000		Advertising	20.39	
			105 - 572 20 47 000		Public Utilities	248.16	
			101 - 576 80 47 000		Riverfront	550.91	
			101 - 576 80 47 010		Community Center	177.36	
			101 - 576 80 47 020		Senior Center	333.91	
			101 - 576 80 47 040		Train	98.25	
			101 - 576 80 47 050		Hammer Square	204.93	
			101 - 576 80 47 051		Bingham / Memorial	106.56	
			101 - 576 80 47 052		Bingham Caretaker	92.41	
			101 - 576 80 47 052		Bingham Caretaker	18.95	
			101 - 576 80 47 053		Other Utilities	10.81	
			101 - 576 80 47 070		City Hall	2,280.66	
			104 - 595 30 63 080		Const-SR20 Cook Realign TI	90.98	
			104 - 595 61 63 050		Const SR20/Cook Sidewalks	189,920.70	
9791	12/31/2014	Claims	2	180745	Quiring Monuments Inc		100.00
			102 - 536 20 34 000		Liners	100.00	
9792	12/31/2014	Claims	2	180746	Results Group LTD (the)		500.00
			001 - 521 40 49 000		Tuition/Registration	500.00	
9793	12/31/2014	Claims	2	180747	Rick's Refrigeration Inc		206.15
			412 - 537 80 31 000		Operating Supplies	206.15	
9794	12/31/2014	Claims	2	180748	Ricoh USA Inc		169.70
			001 - 521 20 48 000		Repairs & Maintenance	84.85	
			001 - 522 20 48 000		Repairs/Maint-Equip	84.85	
9795	12/31/2014	Claims	2	180749	Scientific Supply		215.53
			401 - 535 80 31 010		Operating Supplies	109.83	
			401 - 535 80 31 010		Operating Supplies	105.70	
9796	12/31/2014	Claims	2	180750	Secretary Of State		5,075.86
			105 - 572 20 41 001		Catalogue Subscriptions	3,469.56	
			105 - 572 20 42 025		Internet	1,606.30	
9797	12/31/2014	Claims	2	180751	Sedro-Woolley Auto Parts		189.15
			001 - 518 20 48 000		Repair & Maintenance	23.38	
			001 - 523 20 31 000		Office/Operating Supplies	37.39	
			401 - 535 50 48 040		Maintenance Of Vehicles	104.18	
			102 - 536 20 31 010		Operating Supplies	10.85	
			103 - 542 30 31 000		Operating Supplies	6.47	
			103 - 542 30 48 010		Repair/Maintenance-Equip	6.88	
9798	12/31/2014	Claims	2	180752	Sedro-Woolley Loggerodeo		8,000.00
			108 - 557 30 41 010		Loggerodeo	8,000.00	
9799	12/31/2014	Claims	2	180753	Sedro-Woolley Museum		762.41
			108 - 557 30 41 015		S-W Museum	762.41	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
9800	12/31/2014	Claims	2	180754	Sedro-Woolley Veterinary Care	30.00	
					001 - 521 20 41 020 - Veterinary Services	30.00	
9801	12/31/2014	Claims	2	180755	Seven Sisters Inc	499.83	
					101 - 576 80 48 005 - Senior Center	499.83	
9802	12/31/2014	Claims	2	180756	Sjostrom Law Office	10,745.50	
					425 - 531 50 31 000 - Operating Supplies	429.81	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	6,984.58	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	3,331.11	
9803	12/31/2014	Claims	2	180757	Skagit CD	914.19	
					425 - 531 50 41 002 - Contracted Services	914.19	
9804	12/31/2014	Claims	2	180758	Skagit Co Dist Court	950.00	
					001 - 512 50 51 000 - Municipal Court Prob.	950.00	
9805	12/31/2014	Claims	2	180759	Skagit County Auditor	844.00	
					001 - 513 10 41 001 - Professional Services	76.00	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	288.00	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	128.00	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	256.00	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	96.00	
9806	12/31/2014	Claims	2	180760	Skagit County EMS	8,065.77	
					001 - 525 10 51 000 - Dept Of Emerg Management	5,902.93	
					001 - 525 10 51 000 - Dept Of Emerg Management	2,162.84	
9807	12/31/2014	Claims	2	180761	Skagit County Sheriff Office	1,144.38	
					001 - 523 60 51 001 - Prisoner Medical	1,144.38	
9808	12/31/2014	Claims	2	180762	Skagit County Sheriff Office	1,173.52	
					001 - 523 60 51 010 - Prisoner Transport	1,173.52	
9809	12/31/2014	Claims	2	180763	Skagit County Treasurer	32,004.07	
					001 - 523 60 51 020 - Jail Sales Tax Pass Through 2	31,918.57	
					001 - 586 00 00 001 - Crime Victim & Witnss Prog	85.50	
9810	12/31/2014	Claims	2	180764	Skagit Farmers Supply	184.43	
					102 - 536 20 48 030 - Repair/Maintenance-Land	184.43	
9811	12/31/2014	Claims	2	180765	Skagit Hydraulics Inc	924.91	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	924.91	
9812	12/31/2014	Claims	2	180766	Skagit Law Group, PLLC	5,516.99	
					425 - 531 50 31 000 - Operating Supplies	14.21	
					425 - 531 50 31 000 - Operating Supplies	5.69	
					425 - 531 50 31 000 - Operating Supplies	13.81	
					425 - 531 50 31 000 - Operating Supplies	5.60	
					425 - 531 50 31 000 - Operating Supplies	13.81	
					425 - 531 50 31 000 - Operating Supplies	13.81	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	231.08	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	92.63	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	224.58	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	91.00	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	224.58	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	224.58	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	110.21	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	44.18	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	107.11	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	43.40	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	107.11	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	107.11	
					109 - 594 21 62 000 - Seizure - Real Property	3,842.49	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
9813	12/31/2014	Claims	2	180767	Skagit Publishing	189.64	
					001 - 511 60 31 001 - Legal Publications	51.25	
					412 - 537 80 41 031 - Advertising	138.39	
9814	12/31/2014	Claims	2	180768	Skagit Valley Herald	144.00	
					105 - 594 72 64 001 - Books - Skagit County	144.00	
9815	12/31/2014	Claims	2	180769	Skagit Valley Signs	312.48	
					001 - 518 20 48 000 - Repair & Maintenance	312.48	
9816	12/31/2014	Claims	2	180770	Heather Sorsdal-Hirota	180.00	
					001 - 521 20 28 000 - Employee Wellness	180.00	
9817	12/31/2014	Claims	2	180771	Sparkle Shop Laundries	10.31	
					001 - 521 20 26 010 - Uniform Cleaning	10.31	
9818	12/31/2014	Claims	2	180772	Staples Business Advantage	1,062.93	
					001 - 511 60 31 000 - Supplies	29.81	
					001 - 511 60 31 000 - Supplies	26.03	
					001 - 512 50 31 000 - Supplies	140.48	
					001 - 512 50 31 000 - Supplies	98.10	
					001 - 515 30 31 000 - Office Supplies	12.59	
					001 - 521 20 31 002 - Office/Operating Supplies	99.18	
					001 - 521 20 31 002 - Office/Operating Supplies	2.57	
					001 - 521 20 31 002 - Office/Operating Supplies	74.74	
					412 - 537 80 31 010 - Office Supplies	16.87	
					412 - 537 80 31 010 - Office Supplies	62.56	
					001 - 594 12 64 000 - Office Equipment	500.00	
9819	12/31/2014	Claims	2	180773	True Value	187.85	
					001 - 522 20 31 000 - Operating Supplies	16.26	
					401 - 535 80 31 010 - Operating Supplies	14.41	
					412 - 537 80 31 000 - Operating Supplies	4.75	
					412 - 537 80 35 000 - Small Tools & Minor Equip	66.66	
					101 - 576 80 48 001 - Riverfront	14.21	
					101 - 576 80 48 009 - Hammer Square	9.75	
					001 - 594 21 64 000 - Machinery & Equipment	61.81	
9820	12/31/2014	Claims	2	180774	United Laboratories	323.84	
					401 - 535 50 48 050 - Maint Of General Equip	84.63	
					401 - 535 80 31 000 - Office Supplies	239.21	
9821	12/31/2014	Claims	2	180775	Util Underground Loc Ctr	46.20	
					401 - 535 80 31 010 - Operating Supplies	46.20	
9822	12/31/2014	Claims	2	180776	Verizon Wireless	2,668.63	
					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	118.91	
					001 - 521 20 42 020 - Telephone	440.11	
					001 - 521 20 42 020 - Telephone	424.17	
					001 - 521 20 42 020 - Telephone	267.41	
					001 - 522 20 42 020 - Telephone	440.11	
					001 - 522 20 42 020 - Telephone	53.60	
					401 - 535 80 42 030 - Nextel Cell Phones	176.13	
					102 - 536 20 42 020 - Telephone	24.20	
					412 - 537 80 42 025 - Nextel Cell Phones	164.64	
					412 - 537 80 42 025 - Nextel Cell Phones	24.65	
					103 - 542 30 42 020 - Telephone	75.20	
					101 - 576 80 42 020 - Telephone	54.88	
					101 - 576 80 42 020 - Telephone	86.02	
					001 - 595 10 42 025 - Cell Phones	129.76	

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City Of Sedro-Woolley
MCAG #: 0647

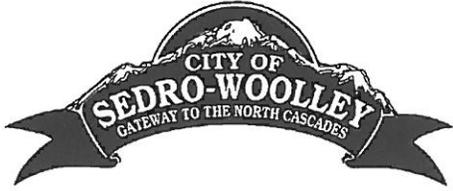
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			001 - 595 10 42 025 - Cell Phones			24.20	
9823	12/31/2014	Claims	2	180777	Viewu	3,830.05	
			001 - 594 21 64 000 - Machinery & Equipment			3,830.05	
9824	12/31/2014	Claims	2	180778	Volunteers Of America	1,510.00	
			001 - 562 00 51 050 - Volunteers Of America			1,510.00	
9825	12/31/2014	Claims	2	180779	WA St Off Of Treasurer	5,343.34	
			001 - 386 90 00 000 - State Remittances-Court			-5,343.34	
9826	12/31/2014	Claims	2	180780	Washington State Patrol	534.00	
			001 - 521 10 51 040 - Access Fees			534.00	
9827	12/31/2014	Claims	2	180781	Whatcom Occupational Health	95.00	
			001 - 521 20 41 001 - Professional Services			95.00	
9828	12/31/2014	Claims	2	180782	Wood's Logging Supply Inc	465.42	
			001 - 522 20 48 000 - Repairs/Maint-Equip			107.26 \	
			102 - 536 20 31 010 - Operating Supplies			34.89	
			103 - 542 30 31 000 - Operating Supplies			13.01	
			103 - 542 30 35 000 - Small Tools/Minor Equip			93.27	
			103 - 542 30 35 000 - Small Tools/Minor Equip			216.99	
9829	12/31/2014	Claims	2	180783	Zero Waste Washington	75.00	
			412 - 537 80 49 010 - Misc-Dues/Subs & Tuitn/Reg			75.00	
			001 Current Expense Fund			68,386.88	
			101 Parks & Facilities Fund			10,773.51	
			102 Cemetery Fund			820.30	
			103 Street Fund			7,255.74	
			104 Arterial Street Fund			190,011.68	
			105 Library Fund			7,075.57	
			108 Stadium Fund			8,782.80	
			109 Special Investigation Fund			3,842.49	
			401 Sewer Fund			23,040.64	
			412 Solid Waste Fund			7,995.84	
			425 Stormwater			1,583.57	
			621 Suspense Fund			1,674.40	
			* Transaction Has Mixed Revenue And Expense Accounts			331,243.42	Claims: 331,243.42

CITY COUNCIL AGENDA
REGULAR MEETING

JAN 14 2015



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

CITY OF SEDRO-WOOLLEY

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

Mike Anderson
Mayor

MEMO TO: City Council
FROM: Mike Anderson
RE: Planning Commission
DATE: January 14, 2015

ISSUE

1. Should the Council confirm the Mayor's appointment of Jennifer L. Jacobs to the Planning Commission?

PROJECT DESCRIPTION / HISTORY

SWMC 2.48 empowers the Mayor to appoint members of the Planning Commission and the Council to confirm the appointment.

Jennifer Jacobs' term would expire December 31, 2020.

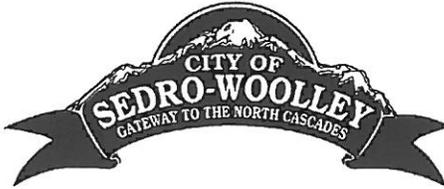
RECOMMENDED ACTION

Motion to confirm the Mayor's appointment of Jennifer L. Jacobs to the Planning Commission.

CITY COUNCIL AGENDA
REGULAR MEETING

JAN 14 2015

CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-9933
Fax (360) 855-0733



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

Mark A. Freiberger, PE
Director of Public Works

MEMO TO: City Council

FROM: Mark A. Freiberger, PE

RE: **Amendment 5 to the Interlocal Agreement dated 10/18/2011 with Skagit County Conservation District Public Education & Involvement Project in support of the NPDES Phase II Stormwater Permit WAR-04-5555**

DATE: January 6, 2015 (for Council action January 14, 2015)

ISSUE:

Should the Council authorize Mayor Anderson to sign the attached Amendment 5 to the Interlocal Agreement with Skagit County Conservation District for activities related to NPDES Permit compliance in the amount of \$10,182.00, for a new total of \$44,362.00?

BACKGROUND:

The City entered into an Interlocal agreement with Skagit Conservation District on October 18, 2011 to provide public education and outreach efforts in conjunction with the other Skagit County agencies in support of our efforts to fulfill NPDES Stormwater Permit requirements. Utilizing SCD for this purpose fulfills our NPDES Permit obligations for these activities, allowing Staff to concentrate on other permit requirements.

When the SCD Interlocal was negotiated, we anticipated a one year agreement expiring on 12/31/2012, with a one time charge for all tasks, including 1-2 and 2-2. Previous Amendments 2 through 4 have extended the Agreement completion date to 12/31/2014 and increased the total reimbursable to \$34,180, which provided budget for authorized tasks through the fourth year of the Agreement.

The proposed Amendment 5 will extend the agreement an additional year, through 12/31/2015, and increase the budget by \$10,182.00, for a new total of \$44,362. The estimated amounts per task are the same as allowed in the original agreement.

ANALYSIS:

Amendment 5 adds additional budget for FY2015 totaling \$10,182.00, for a new agreement total of \$44,362.00. The work will be funded from Stormwater Utility funds or the Ecology Capacity Grant program if this is offered in 2015.

MOTION:

Move to authorize Mayor Anderson to execute Amendment 5 to the Interlocal Agreement with Skagit County Conservation District for activities related to NPDES Permit compliance in the amount of \$10,182.00, for a new total of \$44,362.00.



AMENDMENT NO. 5

To the INTERLOCAL COOPERATIVE AGREEMENT
Dated October 18, 2011
Between The City of Sedro-Woolley, Washington
And Skagit Conservation District

This Amendment revises the above contract as follows:

Section 1 – General Purpose is revised added to this agreement as follows:

The City will reimburse the District in an amount not to exceed Forty-Four Thousand Three Hundred Sixty Two (\$44,362).

Section 3 – Terms of Agreement is revised added to this agreement as follows:

The term of this agreement shall be effective January 1, 2015 through December 31, 2015, unless terminated pursuant to the terms herein.

Section 4 – Manner of Payment is revised added to this agreement as follows:

4.3 The maximum funding to be provided by the City to the District pursuant to this Agreement is limited to a total amount not to exceed Forty-Four Thousand Three Hundred Sixty Two (\$44,362).

Exhibit A – Scope of Work and Schedule, Task 1-1 Host Two Private Stormwater Facility Maintenance Workshops is revised as follows:

Total Cost 2011-2015: \$6000

- Plus 10% Administrative Fee = \$6600

Exhibit A – Scope of Work and Schedule, Task 1-2 Watershed Masters Volunteer Training Program is revised as follows:

Total Cost 2011-2015: \$7955

- Plus 10% Administrative Fee = \$8750

Exhibit A – Scope of Work and Schedule, Task 2-1 Backyard Conservation Stewardship Short Course Program is revised as follows:

Total Cost 2011-2015: \$6455

- Plus 10% Administrative Fee = \$7100

Exhibit A – Scope of Work and Schedule, Task 2-2 Resource Materials/Education for Local Schools is revised as follows:

Total Cost 2011-2015: \$5500

- Plus 10% Administrative Fee = \$6050

Exhibit A – Scope of Work and Schedule, Task 2-3 Stormwater Poster Contest for Local Youth is revised as follows:

Total Cost 2011-2015: \$5875
Plus 10% Administrative Fee = \$6463

Exhibit A – Scope of Work and Schedule, Task 2-4 Stormwater Education Brochures and Fact Sheets is revised as follows:

Total Cost 2011-2015: \$7840
Plus 10% Administrative Fee = \$8624

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

Exhibit A – TOTAL COSTS 2011-2015 ALL TASKS **\$44,362**

DATED this ___th day of **January, 2015**.

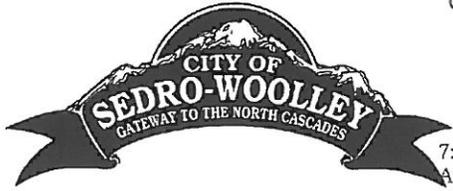
CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mike Anderson, Mayor

CONTRACTOR:

Skagit Conservation District

By: _____
Paul Blau, Chair



CITY COUNCIL AGENDA
REGULAR MEETING

JAN 14 2015

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

CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-9933
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 Agreement No. 2015-PS-14 for
Design Phase Services for the Jameson Arterial Extension to SR9 Project**
H. W. Lochner, Inc.
DATE: January 8, 2015 (for Council action January 14, 2015)

ISSUE

Should Mayor Anderson execute the attached Professional Services Agreement No. 2015-PS-14 with H.W. Lochner, Inc. of Bellevue, WA to provide final design phase engineering services for the Jameson Arterial Extension to SR9 Project in the amount of \$222,141.42, subject to WSDOT approval as Certifying Authority?

BACKGROUND/DISCUSSION

H.W. Lochner was the consultant on the preliminary engineering phase of the Jameson Arterial Extension to SR9 project, which was completed during 2008-2009. The preliminary design included topographic survey, wetlands delineation, geotechnical design, preliminary roundabout intersection approval, and plans to the 30% stage. Lochner was selected for the original work under the city's Consultant Selection Guidelines, which meet federal requirements.

Staff has determined that the most cost effective and efficient method of completing the design work would be to continue with Lochner as the principal design firm, assuming that the Lochner team from 2008-2009 was available (which is the case). The city applied to WSDOT Local Programs for Sole Source approval under LAG Manual Chapter 31.13.2.4 provisions. WSDOT granted Sole Source approval on October 28, 2014. The city entered into negotiations with Lochner.

As part of the LAG process, Staff prepared an "Independent Estimate for Consulting Services" for the work. Staff's estimate is \$222,387.61.

Attached is proposed Professional Services agreement 2015-PS-14 (Exhibits F through J have been excluded from the packet to reduce paperwork, but are available at Public Works on request). This agreement is for final design phase services for the Jameson Arterial Extension to SR9 Project. H.W. Lochner, Inc. will provide final design services, including Legal Descriptions for Right of Way Donations, Roundabout Geometric Design Approval from WSDOT, Design Documentation, Channelization Plan, Stormwater Report, Bid Documents, NEPA Environmental documenting and permitting, utility coordination and Bid support under the proposed agreement, as noted in the Exhibit A-1 Scope of Work. The breakdown of the cost estimate is shown on Exhibit D-1. The work will be done on a "cost not to exceed" basis.

ANALYSIS

Estimated Construction Cost (2014 TIB UAP Application)	\$2,119,000	
Final Design Phase Services – this Agreement	\$ 222,141	10.8% of CN
Estimated WSDOT CA Review Services	\$ 5,000	
Estimated City Administration Design Phase	\$ 32,975	
Total Final Design Phase Budget	\$ 260,116	12.3% of CN
Preliminary Design Phase Services – prior completed	\$ 150,000	7.1% of CN

Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number: LA-8445

Firm/Organization Legal Name (do not use dba's): H.W. Lochner, Inc.	
Address 915 118th Ave SE, Suite 130, Bellevue, WA 98005	Remit to Address 915 118th Ave SE, Suite 130, Bellevue, WA 98005
UBI Number 600139168	Federal TIN or SSN Number 36-2338811
Execution Date	Completion Date 9/1/2015
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Description of Work SR 9/Jameson Street Roundabout and the Jameson Street Extension - Phase II This scope of services is for the continuation of the design process for the SR 9/ Jameson Street Roundabout and the extension of Jameson Street to include final PS&E. The project will include the following designs: <ul style="list-style-type: none"> • SR 9/Jameson Street Roundabout • Extension of Jameson Street and Improvements from SR 9 to 500-feet east of Batey Road. • Connection to Rhodes Road. Federal Aid: STPUS-7386(001)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No SBE Participation	Total Amount Authorized: \$222,141.42 Management Reserve Fund: Maximum Amount Payable: \$222,141.42

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number: LA-8445

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the City of Sedro-Woolley hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation.

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

The CONSULTANT, on a monthly basis, is required to submit DBE Participation of the amounts paid to all DBE firms invoiced for this AGREEMENT.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Mark A. Freiburger, PE
Agency: City of Sedro-Woolley
Address: 325 Metcalf Street
City: Sedro-Woolley State: WA Zip: 98284
Email: mfreiberger@ci.sedro-woolley.wa.us
Phone: 360-855-9933
Facsimile: 360-855-0733

If to CONSULTANT:

Name: Stephen G. Lewis, AICP
Agency: H.W. Lochner, Inc.
Address: 915 118th Avenue SE. Suite 130
City: Bellevue State: WA Zip: Decembe
Email: slewis@hwlochner.com
Phone: 425-454-3160
Facsimile: 425-455-8543

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.
1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
 2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.

Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

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4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
 5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Changes of Work."
- B. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Changes of Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- D. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

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E. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section VI "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

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Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- American with Disabilities Act of 1990
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

Agreement Number: LA-8445

date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

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XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

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Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Mark A. Freiberger, PE
Agency: City of Sedro-Woolley
Address: 325 Metcalf Street
City: Sedro-Woolley State: WA Zip: 98284
Email: mfreiberger@ci.sedro-woolley.wa.us
Phone: 360-855-9933
Facsimile: 360-855-0733

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

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The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XII "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars (\$100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

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XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

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Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed, whichever is. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings,

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tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

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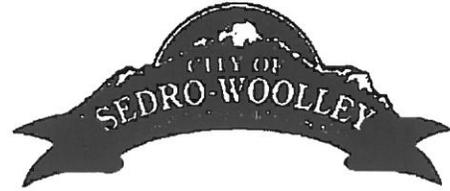
Exhibit A
Scope of Work

Project No. 2015-PW-01

See Attached Exhibit A-1.

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EXHIBIT A-1



City of Sedro-Woolley

Jameson Street and SR 9 Roundabout and
Jameson Street Extension

12/5/2014

LOCHNER



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SR 9/Jameson Street Roundabout and the Jameson Street Extension – Phase II

This scope of services is for the continuation of the design process for the SR 9/ Jameson Street Roundabout and the extension of Jameson Street to include final PS&E. The project will include the following designs:

- SR 9/Jameson Street Roundabout
- SR 9/West Nelson Street Channelization Improvements
- Extension of Jameson Street and Improvements from SR 9 to 500-feet east of Batey Road.
- Connection to Rhodes Road.

Task 1: Project Administration

1.1 Team Management: On-going management to oversee the services are completed on time and within the scope of services and budget of this AGREEMENT.

The CONSULTANT shall be responsible for:

- General management and reporting in accordance with the Project funding requirements
- Making assignments to Work Element managers and sub-consultants
- Implementing effective quality assurance/quality control procedures
- Processing City of Sedro-Woolley requests
- Other Work Elements as necessary to maintain schedules and budgets

1.2 Sub-consultant Management: The CONSULTANT shall be responsible for coordinating the activities of the Sub-consultants as necessary to complete the deliverables stated in this AGREEMENT. This coordination will include preparing Sub-consultant agreements, reviewing their work deliverables, obtaining monthly progress reports and invoices, incorporating their work into project deliverables and obtaining answers to any issues raised by the City of Sedro-Woolley. The CONSULTANT Project Manager shall be the point of contact for questions and requests by the City of Sedro-Woolley Project Manager.

Deliverables:

- Sub-consultant Agreements

1.3 Project Schedule: For the purposes of budgeting, the anticipated duration of the project will be 7 months beginning December of 2014 and ending June of 2014. The CONSULTANT will prepare a project schedule using Microsoft Project 2014 listing design elements as agreed with the City of Sedro-Woolley Project Manager. The schedule will be submitted to the City of Sedro-Woolley within ten (10) days of the award of this AGREEMENT. The schedule will include both the City of Sedro-Woolley and CONSULTANT work tasks. The schedule will also identify milestone dates and deadlines for deliverables listed in this Scope of Services. The schedule will be updated monthly to reflect project progress or significant schedule changes. Any project schedule changes to the project critical path will be submitted to the City of Sedro-Woolley Project Manager for approval prior to finalization.

Deliverables:

- Project Schedule and 7 monthly updates in M.S. Project.



1.4 Monthly Status/Progress Reports and Invoices: The CONSULTANT shall provide a monthly status/progress report with monthly invoices to the City of Sedro-Woolley that will include current work performed by the CONSULTANT and Sub-consultants. The progress reports will be prepared in a format approved by the City of Sedro-Woolley Project Manager. This format will include the following topics:

- A general summary of the activities performed by the CONSULTANT including meetings held during the reporting period.
- Listing of activities by work element performed by the CONSULTANT during the reporting period.
- An estimate of work completed by the overall CONSULTANT Team.
- A listing of problems/issues encountered during the reporting period and their resolution.
- A listing of activities to be accomplished during the next reporting period.

Deliverables:

- Monthly Status/Progress
- Monthly Invoices
- Sub-consultant Invoices

1.5 Partnering Session/Kick-off Meetings: A Partnering Session/Kick-off Meeting will be held at the beginning of the project on a phone conference and key team members of the project team including the City of Sedro-Woolley, CONSULTANT and sub-consultants will be provided a conference call number. The goal will be to enhance commitment by developing ownership within members of the project team, to confirm assignments of project activities to be completed by each team member, and to finalize development of a definitive Project Schedule.

The meeting will also provide opportunities for establishing management procedures, lines of communications, identifying lines of authority for decision making, providing clear directions to all team members discussing the project schedule, and get buy-in from team members and key stakeholders and providing a general exchange of views and ideas regarding the execution and development of the project.

Deliverables:

- Meeting Agenda and Meeting Minutes/Summary

1.6 Project Coordination/Progress Meetings: The CONSULTANT shall call the CITY once each month during the project to review the overall project status, schedule, budget and outstanding issues. For purposes of estimating time required for this sub-element, it is assumed that 7 calls will be held during the project. In addition to the regular Project Coordination calls, project status reports will be provided on a regular basis. It is projected that the CONSULTANT team will use the following assumptions for staff at these calls:

- Project Manager (Prime CONSULTANT) – at all calls
- Environmental staff - one staff at up to two calls

Deliverables:

- Meeting Agendas and Notes

1.7 Regular Coordination with the City of Sedro-Woolley: The CONSULTANT shall maintain regular contact with the CITY Project Manager and maintain regular coordination with CITY staff for this project in accordance with the provisions of the Agreement. Regular coordination with the CITY will include ensuring that the CITY is involved with all aspects of the project. The CONSULTANT Project Manager shall be responsible for:



- Maintaining regular contact with the CITY and designated project management team staff through informal office visits, telephone conversations, e-mails, and faxes.
- Maintaining open access to project information by the CITY.

Deliverables:

- Summaries of items discussed will be included in the monthly status reports.

1.8 Quality Assurance/Quality Control: The CONSULTANT shall provide quality assurance and quality control (QA/QC) throughout the life of the Agreement. The CONSULTANT will submit guidelines to implement a quality assurance and quality control (QA/QC) process to the CITY for review and approval. QA/QC reviews of project documents will be maintained by the CONSULTANT as part of the project file. Labor for QA/QC review will be included as a work element for each task that requires QA/QC.

Deliverables:

- Guidelines for Quality Assurance/Quality Control process

1.9 Project Close Out: The CONSULTANT team will gather the work files from team members, organize, and combine into one file. The final files shall be delivered to the CITY.

Deliverables:

- Project files in electronic format (AutoCAD 2014, Auto Civil 3D 2014, Microsoft Word and Excel).

Task 2: Not Used

Task 3: Public Involvement and Outreach

3.1 Web Page: The CONSULTANT shall coordinate text and graphics from the design and environmental work for the City to use in the CITY-hosted Web page about the roundabout improvements. The Web page will be updated by the CITY to provide current project information to a wide audience.

Task 4: Not Used

Task 5: Not Used

Task 6: Geometric Design and Channelization Plan

6.1 Geometric Roundabout Design and Channelization Plan: CONSULTANT will do the geometric design and Channelization plan. Since the intersection of Jameson Street and SR 9 is within WSDOT jurisdiction a Channelization plan and Roundabout Geometric Design report for WSDOT approval is required. The geometric design and the Channelization plan will be provided to WSDOT for approval prior to final PS&E plans.

The Geometric Roundabout & Channelization design will include the following:

- Channelization plan
- Summary of documented design decisions



- Identified deviations (if required)
- Roundabout geometric data:
- Approach design speeds for all approach legs
- A table summarizing the roundabout design details including inscribed diameter, central island diameter, truck aprons, and cross slope of the circulating roadway
- Detailed drawings showing the fasted paths for each movement, with speed and radius for each curve
- Table summarizing stopping sight and intersection sight distance on each leg
- Auto Turn paths showing the design vehicle
- Detailed Drawings of the Splitter islands on each leg
- Signing and illumination plans

Deliverables:

- Geometric Roundabout Design Report for WSDOT approval
- Channelization Plans for WSDOT approval

Task 7: Hydraulics

Drainage Plans and Hydraulic Report: The CONSULTANT will develop the Hydraulics Report (Stormwater Management Plan) and final drainage design with supporting calculation summary. The drainage analysis includes development of a Hydraulic Report to document the stormwater system design including assumptions, regulatory interpretations, calculations, downstream analysis, and other design information in compliance with the City of Sedro-Woolley requirements.

Task Overview and Key Assumptions: The work described below is for work through the development of the final drainage design, and the preparation of a Hydraulic Report for this project. It includes task management and coordination with other project elements. It relies upon data gathered by other tasks, such as survey, base mapping, and geotechnical information.

Assumptions:

- The City of Sedro-Woolley will provide past reports relating to the area, as well as available information on storm drainage infrastructure, topographic data, aerial photographs, surface water complaint records, any operation and maintenance information of the storm drainage system and relevant water quality data. Included will be the characteristics of the storm drain systems leading up to, crossing and leading away from the project corridor.
- The local street drainage will continue to use the existing system.
- Water Quality Treatment will be provided by downstream swales and wetland.
- Flow Control is not required as runoff will be conveyed to the Skagit River, a major receiving body of water.
- Preliminary and Final Temporary Erosion and Sediment Control (TESC) Plans for this project shall be prepared as part of this scope of work.
- The 2005 DOE Stormwater Management Manual for Western Washington and will be used as the design guidance for stormwater system design.
- WSDOT review and approval of the Hydraulic Report is not required.

7.1 Information Gathering, Review and Site Investigation: The CONSULTANT shall review available data pertaining to runoff in the project vicinity. The CONSULTANT shall also



conduct field investigation to verify existing drainage patterns and perform basic downstream analyses, assess potential conveyance issues that may be related to the proposed project and identify preliminary survey needs.

The CONSULTANT shall investigate the drainage system along Jameson Street, Rhodes Road and SR 9 within the limits of the project area and conduct a site investigation and perform a Down Stream Analysis.

The CONSULTANT shall prepare a report including data from existing reports, basin mapping, existing drainage system, drainage complaints, and the results of the down stream analyses, including the preparation of tables, photos, and single plan base map which shows the stormwater drainage system.

7.2 Drainage Design Criteria: The CONSULTANT shall review current and proposed drainage criteria from the City of Sedro-Woolley, Public Works Department Standards, Chapter 4, Storm Drainage and 2005 DOE Stormwater Management Manual for Western Washington.

7.3 Drainage Analyses, Water Quality Treatment Design and Flow Control: The CONSULTANT shall perform a hydrologic evaluation of the project site for the existing condition proposed intersection improvements at Jameson Street and Rhodes Road improvements and the new intersection of Jameson Street and SR 9. This evaluation shall include delineation of drainage basins on and off site and predicted flows along principal drainage courses. The CONSULTANT will identify possible impacts to conveyance systems resulting from physical modifications and/or alteration of surface water flows.

The CONSULTANT shall prepare maps showing delineated drainage basins and drainage system layouts. A summary of this analysis will be included in the Hydraulic Report.

7.4 Hydraulic Report: The CONSULTANT shall prepare a Hydraulic Report, including up to two (2) plan sheets, and two (2) profile sheets for Drainage System design, and cost details. The report shall include text, drawings, and calculations in accordance with the criteria in the latest revision to the DOE Stormwater Management Manual for Western Washington and WSDOT. The CONSULTANT shall prepare the design of the stormwater drainage system for roadway and intersection improvements at Jameson Street and SR 9 and Rhodes Road.

Agency Coordination: The CONSULTANT shall attend meetings and conduct agency coordination, as required to obtain information and approval criteria for construction of the project. One review meetings with the CITY for review of the Hydraulics Report and Drainage System design. The CITY will consolidate all review comments prior to the CONSULTANTS making revisions.

Deliverables:

- Draft Hydraulics Report (one printed copies and one (1) electronic copy in PDF format for the CITY and one (1) copy for the CONSULTANT)
- Final Hydraulics Report (one printed copies and one (1) electronic copy in PDF format for the CITY and one (1) copy for the CONSULTANT)
- Drainage Plans (drainage plans will be incorporated in PS&E plan sets)

Task 8: Environmental Documentation and Permitting

The Scope of Services is intended to complete the NEPA documentation and federal permitting for the project will be provided during the final design process. It is anticipated that the following environmental documentation will be required:



1. Biological Assessment No Effect
2. Section 106
3. ECS
4. Wetland Delineation Update
5. SEPA

Assumptions:

- The project area contains no regulated sensitive or critical areas.
- The required NEPA documentation for the project will be a Documented Categorical Exclusion (DCE). An Environmental Assessment (EA) or Environmental Impact Statement (EIS) will not be required for the project.
- An Environmental Classification Summary will be used to obtain the DCE. No additional NEPA documentation (e.g. discipline reports or technical memorandum) will be needed to satisfy NEPA requirements.
- The City of Sedro-Woolley will be the SEPA lead agency for the project.
- A 401 water quality certification from the Washington State Department of Ecology will not be required for the project as stormwater discharges for the project are covered under the City of Sedro-Woolley general National Pollutant Discharge Elimination System (NPDES) municipal permit
- The City of Sedro-Woolley will pay for all permit and publishing fees associated with the project
- The City will assume responsibility for completing the final notices and publishing or the NEPA and SEPA public notice in the news paper of record for the City.
- No endangered species or endangered species critical habitats will be affected by the project.
- Under provisions of the First Amended Statewide Programmatic Agreement (PA) for Section 106 of the NHPA, the ECS will be the only necessary documentation for the Section 106 process for the project. FHWA will be responsible for confirming this assumption with WSDOT during review of the ECS.
- The project will be constructed under a City of Sedro-Woolley Public Works Agreement. As a result of using this agreement, the project will not require a city right-of-way permit, critical areas permit, utility relocation permit, or any other City permit or approval not previously detailed in this scope of work.
- A Washington State Department of Transportation Encroachment Permit will be required for the project. It is anticipated that project construction, geotechnical exploration, or other project elements will require work within the WSDOT Right of Way along SR 9.
- No additional permits or approvals (e.g. fill and grade permits) will be required for staging areas or stockpiling associated with the project. It is assumed that the contractor selected for the project will be required to obtain any additional permits for staging and stockpiling areas.

8.1 Biological Assessment (BA)

A BA (NO EFFECT LETTER) will be prepared for the preferred alternative in accordance with WSDOT guidelines. The following subtasks will be undertaken in preparation of the project BA (NO EFFECT LETTER).

8.1.1 Collect available documentation concerning the project activities and pertinent biological information. Biological information will include priority habitat and species data from the Washington State Department of Fish and Wildlife along with rare plant and high-



quality ecosystem data from WDNR. This information will be reviewed and a consultation strategy will be developed.

8.1.2 Check with United States Fish and Wildlife Service (USFWS) and National Oceanographic and Atmospheric Administration (NOAA) Fisheries to verify lists of endangered, threatened, proposed, and candidate species.

8.1.3 Conduct a field reconnaissance to investigate on-site habitat conditions. Make telephone contact with the appropriate resource agency staff for input on species occurrence, habitat use, and potential project impacts.

8.1.4 Prepare a draft BA (NO EFFECT LETTER) addressing listed species, proposed species, candidate species, species of concern, and critical habitat. The BA (NO EFFECT LETTER) will include a project description, a list of species, a description of the species and their habitat, an analysis of project effects, and mitigation recommendations.

Provide the draft BA (NO EFFECT LETTER) to the City for review and approval.

Revise the BA (NO EFFECT LETTER), as appropriate, and submit the final BA (NO EFFECT LETTER) to WSDOT for their approval.

Deliverables:

- One electronic copy of a draft BA (NO EFFECT LETTER) for review by City.
- One electronic copy of a draft BA (NO EFFECT LETTER), incorporating the City's comments, for submittal to WSDOT.
- Three copies of a final BA (NO EFFECT LETTER) that incorporates WSDOT comments.

8.2 Section 106 Report (Cultural and Historic Resources)

This work would include the preparation of the Section 106 report in accordance with the State Historic Preservation Office standards and guidelines. The work will include the following subtasks.

8.2.1 Pertinent literature on the archaeology, ethnography, and history of the project area will be reviewed to determine the existence of archaeological sites and to refine the probability of archaeological resources and traditional cultural places in the project areas.

8.2.2 The Consultant will maintain contact with the local tribes for any information on historic Indian use of the project area.

8.2.3 A systematic field reconnaissance will be conducted to identify previously recorded and/or unrecorded archaeological sites for the proposed project where ground-disturbing activities are expected to take place. Field reconnaissance will consist of the traverse of pedestrian transects at varying intervals, depending on terrain throughout the proposed project area. Shovel probes (digging a hole with a shovel) will be excavated, as deep as feasible, and in areas expected to have a high probability for cultural resources. Shovel probes will be augmented through auger probes to explore the deepest possible deposits. Shovel probes will be screened in highly probable areas and in soil matrixes too dense to identify small chipping debris.

8.2.4 All new sites will be mapped, photographed, and recorded on Washington State Archeological Inventory forms and submitted to the state Office of Archeological and Historic Preservation (OAHP) for Smithsonian numbers. Every effort will be made to include Tribal cultural resources personnel in assisting the field effort. Rights-of-entry will be provided by the City.



Deliverables:

- Three copies of a draft Section 106 Report will be prepared to describe cultural resources identified in the project area to meet state and federal standards for reporting as outlined in the guidelines provided by the OAHP. The report will include summary background information appropriate to a cultural resources assessment of the project area, including environment, previous cultural resources studies, ethnography/ethno history, and history. A discussion of agency and Tribal consultation, methodology, the results of the investigation, and a map of located archaeological sites will be provided. Recommendations will also be extended to any cultural resources that may be significant. Monitoring of construction excavation recommendations may also be included. The historic structures inventory form and/or archaeological site inventory form will be attached to the report as an appendix.
- Three copies of a revised draft Section 106 report incorporating City comments.
- Three copies of a final Section 106 report incorporating WSDOT comments.

8.3 NEPA Environmental Classification Summary

Services will be provided to prepare the Environmental Classification Summary (ECS) form by reviewing technical reports related to the project, applying project-specific data to the form and coordinating approval for the project by both WSDOT.

Deliverables:

- Three copies of the draft ECS will be provided.
- Three copies of the final ECS documentation will be provided incorporating City comments.
- Three copies of the final ECS documentation will be provided incorporating WSDOT/FHWA comments if required. It is assumed that WSDOT/FHWA comments will not alter the basic conclusion of the documentation or require further alternative studies.

8.4 Wetlands and Critical Areas Study Update

The purpose of this report is to update the identified jurisdictional wetland within the project corridor and critical areas, as well as provide mitigation if necessary. The CONSULTANT will develop, implement, and complete field surveys to identify and delineate wetlands in the project area using the appropriate methods described in the USACE Wetlands Delineation Manual (Environmental Laboratory, 1987), Wetlands Research, Technical Report Y-87-1, January 1987. The CONSULTANT will delineate wetlands within 200 feet of the project area.

The CONSULTANT will update the comprehensive report that includes detailed wetland maps, documentation of survey methods, results, potential impacts from project actions, and recommendations for wetland protection and mitigation. The report also will contain appropriate forms for wetland identification, delineation, and function assessment required by USACE. The information in this report is intended for use in compliance with Section 404 of the Clean Water Act. The final report and associated documents will be in a format acceptable to USACE.

Delineated wetland boundaries will be identified on the ground with flagging. The delineated wetland boundaries will be mapped with accuracy acceptable to USACE.

Four copies of the updated draft report will be provided to the CITY for review and comment. Four copies of the final report that incorporated the CITY's requested revisions requested will be provided.



Deliverables:

- An electronic copy of a draft wetland delineation for review by the City with accompanying critical areas provisions if required.
- An electronic copy of a draft wetland delineation, incorporating the City's comments, for submittal to the Corp and DOE.
- An electronic copy of a final wetland delineation, incorporating comments by the Corp and DOE.

8.5 SEPA

The Consultant shall complete appropriate SEPA documentation including all needed studies, modeling, and analysis in accordance with State Environmental Policy Act (RCW 43.21C) and SEPA Rules (WAC 197-11). The Consultant will coordinate with the City of Puyallup to address comments on the SEPA Checklist and provide support for the SEPA process.

Deliverable:

- SEPA Checklist

Task 9: Right-of-Way Plan and Survey:

Appraisal and Property Acquisition services are provided under a separate contract and are not included in this scope. The Consultant will provide a right-of-way map and legal descriptions of the acquired areas relating to the Jameson Street roundabout.

Assumptions:

- Surveyor will attend up to three meetings.
- Title reports and Title Company research fees will be paid by others.
- Consultant will not be responsible for permit, review or recording fees.
- Consultant will not set right-of-way monuments or other survey markers.

9.2 Final ROW Map:

9.2.1 The Consultant will prepare a right-of-way map for the proposed new alignment on a record of survey format, 18x24 sheet size.

9.2.2 The Consultant will meet with City to inform them of the boundary and right-of-way conflict at the northeast quadrant of the intersection of Batey Road and Jameson Street as identified by record of survey under AFN 870110034.

9.2.3 The Consultant will prepare a legal description for the right-of-way purchase for Jameson Street.

9.2.4 The Consultant will prepare legal descriptions for additional right-of-way to accommodate the round-a-bout.

9.2.5 The Consultant will prepare two legal descriptions for the fillets at the intersection of Batey Road.

9.2.6 The Consultant will present draft right-of-way maps to WSDOT for review and comment and incorporate WSDOT's comment. SES will incorporate comments and prepare final right-of-way maps.

9.2.7 The Consultant will prepare for and attend two meetings with the Consultant and others to discuss the right-of-way maps and legal descriptions.



Deliverables:

- Right-of-way maps.
- Legal descriptions.

Task 10: Geotechnical Studies

Completed.

Task 11: Landscape

The SR 9/Jameson Street Roundabout will not include landscaping plans. Roundabout Center Island will be hardscape similar to the SR20/Cook Road roundabout. Back of walk slope restoration call-outs will be included in the roadway plans.

Task 12: Utilities

The CONSULTANT will coordinate with CITY for the relocation of existing underground utilities associated with the roadway reconstruction. The CONSULTANT will correspond with representatives of the water, sewer, gas, telephone, cable, power to coordinate the planning and design of the utility relocation efforts.

12.1 Utility Relocation: The CONSULTANT shall review the existing utilities and potential conflict areas throughout the project area. The CONSULTANT shall coordinate with the CITY and utility agencies to help develop utility relocation plans (completed by others) as necessary to implement the proposed improvements. The CONSULTANT will provide coordination with the CITY, public and private utility owners concerning the relocation of existing utilities.

The CONSULTANT shall work with the various utility owners to develop utility relocation strategies and preliminary utility plans.

Deliverables:

- Meeting Minutes / Notes

Task 13: PS&E Design

This task will include the development of the interim (75% and 100%) plans, technical specifications and Opinion of Cost, Final PS&E plans, technical specifications and Opinion of Cost.

13.1 Interim 75 % and 100% Project Design: The CONSULTANT will prepare the interim project plans including summary of quantities, survey control plan site preparation, typical sections, roadway details, roadway profiles, roundabout grading and splitter island details, illumination, paving, channelization and signing, utility relocation, construction staging, traffic control, drainage and erosion control plans. The CONSULTANT will also develop special provisions and cost estimate.

13.1.1 Survey Control and Alignment Plan: The CONSULTANT will prepare a survey control and alignment plan showing project survey control points with reference to horizontal roadway alignments.

13.1.2 Typical Sections Roadway Plans and Details and Roadway Profiles: The CONSULTANT will develop the typical roadway sections for Jameson Street, Rhodes Road and the roundabout intersection at Jameson Street and SR 9, profile plans of Jameson



Street, Rhodes Road and the Roundabout Intersection, and finalize roundabout and splitter island layout based on comments received from the CITY.

13.1.2 Drainage Plans, Profiles, Details and TESC: The CONSULTANT shall prepare a set of drainage plans, profiles details and structure notes, in accordance with the CITY's requirements. The preliminary drainage design features shall be incorporated into the final PS&E unless deemed inapplicable. Appropriate temporary erosion control and sediment control devices shall be designed and incorporated to effectively control project area runoff. Stormwater facility design will be based on the design alignment and grade of the proposed intersection and roadway improvements. Design sheets will be of the same scale and limits of the roadway design plan sheets unless work is needed outside of the roadway areas. Stormwater design will include:

- Alignment, grade and slope of pipe, catch basins, inlets and other collection and conveyance facilities.
- Location, grade and construction notes and details of storm water detention and treatment structures.

13.1.3 Paving, Channelization and Signage Plans: The CONSULTANT will prepare paving and channelization plan and signage plan which will include the proposed pavement markings, permanent signing, and permanent traffic control details. These plans will be submitted to the CITY for their review and comment. A formal Channelization plan for WSDOT approval will be prepared as part of Task 6.1 Geometric Roundabout Design and Channelization Plan. Plans will be developed for the SR 9/Jameson Street Roundabout, SR 9/West Nelson Street channelization improvements, and roadway improvements along Jameson Street and Rhodes Road.

13.1.4 Roundabout Plan: The CONSULTANT will prepare intersection improvement for a roundabout at the intersection of SR 9 and Jameson Street. The roundabout plans will consist of grading, paving, central island, splitter islands, pedestrian crossing, and multi-modal paths.

13.1.5 Illumination Plan: The City through utility agency will develop illumination design drawings that will show the proposed illumination system layout including pole locations, luminaries, schedule, size of conductors, wiring schematics, and miscellaneous details. The utility agency will also provide special provisions if necessary and an estimate of probable construction cost for the illumination system. The CONSULTANT will integrate illumination design into the roadway PS&E.

13.1.6 Driveways: The CONSULTANT will review each driveway for width and vertical transition from the proposed roadway to the existing driveway, plot and review transition slopes to adjacent property; make adjustments to optimize the fit with adjacent properties.

13.1.7 Utility relocation: The CONSULTANT will coordinate with the CITY to incorporate plans of CITY owned utilities that will be relocated.

13.1.8 Construction Staging & Traffic Control: The CONSULTANT will prepare construction staging and traffic control plans.

13.1.9 Cost Estimate: The CONSULTANT will calculate quantities and prepare an estimate of construction costs using bid items.

13.1.10 Special Provisions: The CONSULTANT will review the WSDOT/APWA/CITY's Standard Construction Specifications and prepare special provisions for those items not included or are changed from the standard specifications. The CONSULTANT will prepare the specification package for the project.



13.1.11 Quality Control: The CONSULTANT will conduct an in-house quality review of the plans and specification before they are submitted to the CITY.

13.1.12 Review Meeting: The CONSULTANT will meet with the CITY and WSDOT to review their comments on the interim plans.

Deliverables:

- Three sets of Interim 75% Project Plans, Specifications and Construction Estimate for the CITY and two sets for the CONSULTANT team.

13.2 100% Design: Based on CITY's comments from their review of the interim plans and specifications, comments received, and other improvements included in the property negotiations, the CONSULTANT will prepare the final project design plans including roadway, structural (retaining wall), channelization, roundabout, illumination, signing, driveways, utility relocation, construction staging, traffic control, drainage and erosion control, and landscaping. The CONSULTANT will also develop special provisions and cost estimate. It is assumed that there are no major changes from the preliminary design submittal.

13.2.1 Roadway Plans, Profiles and Typical Sections: The CONSULTANT will finalize all roadway and roundabout plans.

13.2.2 Drainage Plans, Profiles & Details: The CONSULTANT will finalize all roadway drainage plans, profiles, and erosion control plans.

13.2.3 Pavement Marking and Signage Plans: The CONSULTANT will finalize the pavement markings and signage plans, which will include the proposed pavement markings, permanent signing, and miscellaneous details.

13.2.4 Survey Control and Alignment Plan: The CONSULTANT will finalize the survey control and alignment plan showing project survey control points with reference to horizontal roadway alignments.

13.2.5 Roundabout Intersection Plans: The CONSULTANT will finalize the intersection improvements for a roundabout at the intersection of SR 9 and Jameson Street and the channelization improvements for SR 9 and West Nelson Street.. The roundabout plans will consist of roadway profiles, typical cross-sections, grading, paving, central island, splitter islands, pedestrian crossing, and details.

13.2.6 Illumination Plans: The CITY through utility agency will finalize illumination PS&E and provide them to the CONSULTANT to be integrated in to the final PS&E plan set.

13.2.7 Driveways: The CONSULTANT will finalize all driveway transitions from the proposed roadway with adjacent properties.

13.2.8 Utility Relocation: The CONSULTANT will incorporate any public utility or private relocation plans as necessary to implement the proposed improvements.

13.2.9 Utility relocation: The CONSULTANT will coordinate with the CITY to incorporate plans of utilities that will be relocated.

13.2.9 Construction Staging & Traffic Control: The consultant will prepare construction staging and traffic control plans.

13.2.10 Cost Estimate: The CONSULTANT will finalize quantity calculations and prepare the final engineer's estimate of construction costs.

13.2.11 Special Provisions: The CONSULTANT will finalize the special provisions for these items not included or are changed from the standard specifications.

13.2.12 Quality Control: The CONSULTANT will conduct an in-house quality review of the final plans and specification before they are submitted to the CITY.



13.2.13 Review Meeting: The CONSULTANT will meet with the CITY and WSDOT to review their comments of the final PS&E plans.

Deliverables:

- Three sets of Final 100% Project Plans, Specifications, and Construction Estimate for the CITY and two sets for the CONSULTANT team.
- Three sets of cost data back-up calculations.

13.3 PS&E and Contract Documentation: The CONSULTANT will incorporate CITY's final review comments into the plans, specifications and cost estimate. The CONSULTANT will prepare camera-ready set of plans, specifications and cost estimate with the Professional Engineer's stamp affixed.

Deliverables:

- Camera-ready Final Project Plans, Specifications, and Construction Estimate with Engineer's stamp.
- Electronic copy of all drawings, specifications, and cost estimate in PDF format.
- Two sets (one set 11" x 17" and one set 22" x 34") of Final Project Plans, Specifications, and Construction Estimate with Engineer's stamp for the CITY and two sets for the CONSULTANT team.

Task 14: Bid Assistance

The CONSULTANT will provide assistance during the bidding process for this project. This work will include the preparation of responses to bidder's questions and preparing addenda as required. For budgeting purposes, up to 2 addenda will be assumed. CONSULTANT shall also prepare the bid summary tabs to be used by the CITY. The CONSULTANT will also review the bids with the CITY and prepare a summary of the bids.

14.1 Response to Bidders Questions & Summary of Questions: The CONSULTANT will be available to assist the CITY during the bidding process to answer questions regarding the PS&E. The CONSULTANT will provide a summary of the questions and how they were answered to be available for all the contractors.

14.2 Prepare Addenda: The CONSULTANT assist the CITY with preparation of required addenda to clarify questions during the bidding period. The addenda will include plan sheets that may need to be changed.

Deliverables:

- Written responses to bidder's questions.
- Up to 2 addenda packages.
- Bid Summary Tabs

Exhibit B
DBE Participation

No DBE participation.

Agreement Number: LA-8445

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

AutoCAD drawing and Microsoft Excel

B. Roadway Design Files

AutoCAD files - APWA-WSDOT standards

C. Computer Aided Drafting Files

AutoCAD files - APWA-WSDOT standards

D. Specify the Agency's Right to Review Product with the Consultant

The City of Sedro-Woolley has the right to review all submittals for conformance with approved standards

E. Specify the Electronic Deliverables to Be Provided to the Agency

AutoCAD 2014, Auto Civil 3D 2014, Microsoft Word and Excel

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agreement Number: LA-8445

II. Any Other Electronic Files to Be Provided

Schedule - Microsoft Project

III. Methods to Electronically Exchange Data

Email, CD, or FTP site

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Agreement Number: LA-8445

Exhibit D
Prime Consultant Cost Computations

See attached Summary of Project Costs (Exhibit D-1).

EXHIBIT D-1
SUMMARY OF PROJECT COSTS
H. W. LOCHNER, INC.
City of Sedro-Woolley Jameson Street Extension

Classification	Direct Billing Hourly Cost	Total Hours	Labor Cost	Total Costs
Project Principal	\$ 58.01	16	\$ 928.16	
Project Manager	\$ 68.01	159	\$ 10,813.59	
Project Engineer	\$ 50.77	411	\$ 20,866.47	
Design-1 Engineer	\$ 32.53	142	\$ 4,619.26	
Design-2 Engineer	\$ 53.11	40	\$ 2,124.40	
QC Engineer	\$ 58.01	38	\$ 2,204.38	
Sr. Drainage Engineer	\$ 68.01	25	\$ 1,700.25	
Drainage Engineer	\$ 57.34	86	\$ 4,931.24	
CADD Technican	\$ 30.39	248	\$ 7,536.72	
Administration	\$ 18.72	67	\$ 1,254.24	
Firm Total Hours / Salary Costs:		1232	\$ 56,978.71	
Labor Overhead:	184.62%		\$ 105,194	
Fee:	30%		\$ 17,093.61	
Total Labor Cost			\$	179,266.42
Widener and Associates			\$ 28,339.00	
Semrau Engineering & Surveying			\$ 12,600.00	
			\$ -	
Subconsultant Subtotal:			\$	40,939.00
Direct Reimbursables:				
Travel: Miles		600 \$ 0.560	\$ 336.00	
Reproduction 11 x 17	Reproduction		\$ 1,200.00	
Graphics/Miscellaneous			\$ 400.00	
Reimbursables Subtotal:			\$	1,936.00
Total			\$	222,141.42



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

August 28, 2014

H.W. Lochner, Inc.
915 - 118th Avenue SE, Suite 130
Bellevue, WA 98005

Subject: Indirect Cost Rates (ICR) FYE 2014

Dear Mr. Paul Blachowicz:

Transmitted herewith is the WSDOT Audit Office's memo of acceptance of your firm's FYE 2014 ICR. This approval is good until 180 days following your firm's FYE 2015 closing date and is good for all WSDOT agreements including Local Agency contracts. If you have questions regarding this approval, please contact me at 360-705-7106.

Sincerely,

A handwritten signature in black ink that reads "Erik K. Jonson".

Erik K. Jonson
Manager, Consultant Services Office

EKJ:kal



August 28, 2014

TO: Erik Jonson, WSDOT Contracts Administrator

FROM: Martha Roach, Agreement Compliance Audit Manager 

SUBJECT: H.W. Lochner, Inc. Indirect Cost Rate for
fiscal year end April 30, 2014

We accept the audit work performed by Troy A. Washko, CPA P.C. related to H.W. Lochner, Inc. Indirect Cost Rate for the above referenced fiscal year. Troy A. Washko, CPA P.C. audited the H.W. Lochner, Inc. indirect costs for compliance with Federal Acquisition Regulations (FAR), Subpart 31. Our office did not review their audit work.

Based on our acceptance of the CPA's audit, we are issuing this memo establishing the H.W. Lochner, Inc. Indirect Cost Rate for fiscal year ending April 30, 2014 at: Home Rate 184.62% (includes FCCM of 0.30%) and Field Rate 128.95% of direct labor.

Costs billed to agreements will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the Indirect Cost Rate.

If you have any questions, feel free to call me at (360) 705-7006 or via email at roachma@wsdot.wa.gov.

MR:OO

Attachment

cc: Steve McKerney
File

Certification of Final Indirect Costs

Firm Name: H.W. Lochner, Inc.

Indirect Cost Rate Proposal: Home (184.32%) / Field (128.95%)

Date of Proposal Preparation (mm/dd/yyyy): 8/22/14

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 5/1/13-4/30/14

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: 

Name of Certifying Official* (Print): Paul Blachowicz

Title: VP-Director of Finance

Date of Certification (mm/dd/yyyy): 8/26/14

*The "Certifying Official" must be an individual executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate for use under Agency contracts.

Ref. FHWA Directive 4470.1A available on line at:
<http://www.fhwa.dot.gov/legregs/directives/orders/44701a.htm>

H. W. LOCHNER, INC.
 AUDIT OF BURDEN, FRINGE AND OVERHEAD COSTS
 ILLINOIS DEPARTMENT OF TRANSPORTATION
 FIVE 4/28/14

	HWL LEDGER	LEPC LEDGER	TECHPLOT LEDGER	INTERCO ELIMIN.	ADJUSTED TOTALS	REF.	AUDIT ADJ.	PER AUDIT	FIELD ADJ.	SUBJECT TO FIELD ALLOC.	% FIELD	FIELD OFFICE AUDIT	FIELD %	HOME OFFICE AUDIT	% HOME
DIRECT LABOR	\$ 21,018,501	\$ 899,060	0		\$ 22,717,561	A	\$ (105,880)	\$ 22,521,671		\$ 22,521,671	22.36%	\$ 5,035,851		\$ 17,486,020	
BURDEN AND FRINGE															
HOLIDAY	\$ 880,718	\$ 30,710			\$ 911,429			\$ 911,429		\$ 911,429	ACTUAL	\$ 152,173		\$ 749,256	
VACATION PAY	\$ 2,994,248	\$ 110,007			\$ 3,104,255			\$ 3,104,255		\$ 3,104,255	ACTUAL	\$ 488,412		\$ 2,645,844	
SICK LEAVE	\$ 23,836	\$ -			\$ 23,835			\$ 23,835		\$ 23,835	ACTUAL	\$ 11,973		\$ 11,862	
OFFICER'S COMP.	\$ -	\$ -			\$ -			\$ -		\$ -	22.36%	\$ -		\$ -	
EMPLOYEE'S COMP.	\$ 438,488	\$ 9,856			\$ 448,444			\$ 448,444		\$ 448,444	22.36%	\$ 100,272		\$ 348,172	
ER 401(K) MATCH	\$ 655,000	\$ -			\$ 655,000			\$ 655,000		\$ 655,000	22.36%	\$ 148,694		\$ 516,306	
PAYROLL TAXES	\$ 2,907,063	\$ 121,982	\$ 095		\$ 3,030,830			\$ 3,030,830		\$ 3,030,830	22.36%	\$ 677,694		\$ 2,353,136	
GROUP INSURANCE	\$ 4,642,893	\$ 195,873			\$ 4,838,766			\$ 4,838,766		\$ 4,838,766	22.36%	\$ 1,081,948		\$ 3,756,818	
WORKER'S COMP.	\$ 148,518	\$ 4,566			\$ 153,084			\$ 153,084		\$ 153,084	22.36%	\$ 34,230		\$ 118,854	
PREMIUM OVERTIME	\$ 7,757	\$ 1,848			\$ 9,605			\$ 9,605		\$ 9,605	ACTUAL	\$ 877		\$ 8,728	
TOTAL BURDEN & FRINGE	\$ 12,709,311	\$ 474,943	\$ 995	\$ -	\$ 13,185,249		\$ -	\$ 13,185,249		\$ 13,185,249		\$ 2,078,272	53.15%	\$ 10,508,970	60.10%
OVERHEAD															
AUTO	\$ 571,899	\$ 18,532			\$ 588,331	D	\$ (44,211)	\$ 544,120		\$ 544,120	16.81%	\$ 91,467		\$ 482,653	
INSURANCE	\$ 1,702,218	\$ 82,883			\$ 1,784,881			\$ 1,784,881		\$ 1,784,881	16.81%	\$ 298,677		\$ 1,486,205	
COMPUTER EXPENSE	\$ 252,539	\$ 5,580		\$ (19,500)	\$ 248,627			\$ 248,627		\$ 248,627	16.81%	\$ 41,784		\$ 206,833	
CORP. FEES	\$ 20,573	\$ 9	\$ 225		\$ 20,807			\$ 20,807		\$ 20,807	16.81%	\$ 3,498		\$ 17,309	
DEPRECIATION	\$ 840,401	\$ 5,980			\$ 847,478			\$ 847,478		\$ 847,478	16.81%	\$ 142,451		\$ 706,017	
SUPPLIES	\$ 192,832	\$ 15,078			\$ 208,308	B H	\$ (4,308)	\$ 204,002		\$ 204,002	16.81%	\$ 34,203		\$ 169,710	
DUES & SUBS	\$ 252,534	\$ 8,595			\$ 250,129	B H W	\$ (19,739)	\$ 242,390		\$ 242,390	16.81%	\$ 40,748		\$ 201,644	
EMPLOY. ADS	\$ 102,542	\$ 493			\$ 103,135			\$ 103,135		\$ 103,135	16.81%	\$ 17,337		\$ 85,798	
TEMPORARY HELP	\$ 198,305	\$ -			\$ 198,305			\$ 198,305		\$ 198,305	16.81%	\$ 33,335		\$ 164,970	
DIRECTOR'S FEES	\$ 48,000	\$ -			\$ 48,000			\$ 48,000		\$ 48,000	16.81%	\$ 8,069		\$ 39,931	
LEGAL & ACCOUNTING	\$ 878,362	\$ 1,280			\$ 879,632	P P R W	\$ (318,937)	\$ 568,695		\$ 568,695	16.81%	\$ 95,598		\$ 473,097	
LIGHT & POWER	\$ 112,870	\$ 5,378			\$ 118,247			\$ 118,247		\$ 118,247	ACTUAL	\$ 1,816		\$ 116,431	
MACHINE MAINTENANCE	\$ 434,331	\$ 18,140			\$ 450,471			\$ 450,471		\$ 450,471	16.81%	\$ 75,724		\$ 374,747	
OFFICER'S SALARIES	\$ 803,926	\$ -			\$ 803,928	V	\$ (29,704)	\$ 774,222		\$ 774,222	16.81%	\$ 148,967		\$ 625,255	
POSTAGE & SHIPPING	\$ 114,536	\$ 4,242			\$ 118,778			\$ 118,778		\$ 118,778	16.81%	\$ 19,967		\$ 98,811	
PRINTING, BLUEPRINT	\$ 225,408	\$ 6,708			\$ 232,116	B H	\$ (11,574)	\$ 220,542		\$ 220,542	16.81%	\$ 37,073		\$ 183,469	
RENT	\$ 3,031,047	\$ 101,821	\$ 1,850		\$ 3,134,617			\$ 3,134,617		\$ 3,134,617	ACTUAL	\$ 81,269		\$ 3,053,348	
SECRETARY & SUPPORT	\$ 4,293,327	\$ 186,201			\$ 4,459,528			\$ 4,459,528		\$ 4,459,528	16.81%	\$ 749,647		\$ 3,709,881	
MANAGEMENT SUPERVISION	\$ 178,888	\$ -	\$ 13,000		\$ 191,886			\$ 191,886		\$ 191,886	16.81%	\$ 32,258		\$ 159,628	
NON-BILLABLE SALARIES	\$ 6,843,813	\$ 166,563			\$ 7,010,176			\$ 7,010,176		\$ 7,010,176	16.81%	\$ 1,170,411		\$ 5,839,765	
TAXES	\$ 72,877	\$ -			\$ 72,877			\$ 72,877		\$ 72,877	16.81%	\$ 12,251		\$ 60,626	
STATE INCOME TAX	\$ 197,869	\$ (30,978)			\$ 166,890			\$ 166,890		\$ 166,890	16.81%	\$ 28,054		\$ 138,836	
MOVING EXPENSE	\$ 72,278	\$ -			\$ 72,276			\$ 72,276		\$ 72,276	ACTUAL	\$ -		\$ 72,276	
CONSULTING SERVICES	\$ 407,483	\$ 500			\$ 408,083	F R W	\$ (197,220)	\$ 210,863		\$ 210,863	16.81%	\$ 35,446		\$ 175,417	
FEDERAL INCOME TAX	\$ 803,851	\$ (54,813)	\$ 760		\$ 749,799	G	\$ (749,800)	\$ 0		\$ 0	16.81%	\$ 0		\$ 0	
TELEPHONE	\$ 861,474	\$ 34,189			\$ 895,663			\$ 895,663		\$ 895,663	16.81%	\$ 150,581		\$ 745,082	
TRAVEL & SUBSISTENCE	\$ 819,082	\$ 13,948			\$ 833,030	B H	\$ (5,423)	\$ 827,615		\$ 827,615	16.81%	\$ 139,122		\$ 688,493	
CONTRIBUTIONS	\$ 28,832	\$ -			\$ 28,832	J	\$ (28,832)	\$ (0)		\$ (0)	16.81%	\$ (0)		\$ (0)	
OFFICER'S LIFE INS.	\$ 77,999	\$ -			\$ 77,999	K	\$ (77,999)	\$ (0)		\$ (0)	16.81%	\$ (0)		\$ (0)	
PROMOTION	\$ 107,321	\$ 2,045			\$ 109,366	H	\$ (109,366)	\$ 0		\$ 0	16.81%	\$ 0		\$ 0	
CADD SUPPLIES & SOFT & TRNG	\$ 19,014	\$ 2,193			\$ 21,208			\$ 21,208		\$ 21,208	16.81%	\$ 3,566		\$ 17,643	
OTHER SOFTWARE	\$ 1,244,280	\$ 2,049			\$ 1,246,330			\$ 1,246,330		\$ 1,246,330	16.81%	\$ 209,688		\$ 1,036,643	

PENALTIES & FINES	\$ 4,912	\$ -	\$ -	\$ 4,912	L	\$ (4,912)	\$ 0	\$ 0	16.81%	\$ 0	\$ 0		
ENTERTAINMENT	\$ 144,045	\$ 561	\$ -	\$ 144,808	B	\$ (144,808)	\$ 0	\$ 0	16.81%	\$ 0	\$ 0		
CONF. & SEMINARS	\$ 610,262	\$ 9,575	\$ -	\$ 625,837	H R	\$ (6,803)	\$ 517,034	\$ 517,034	16.81%	\$ 86,913	\$ 430,121		
BANK FEES	\$ 18,146	\$ 173	\$ -	\$ 18,320	L M	\$ (4,899)	\$ 13,421	\$ 13,421	16.81%	\$ 2,266	\$ 11,155		
INTEREST EXPENSE	\$ 36,350	\$ -	\$ -	\$ 36,350	M	\$ (36,360)	\$ 0	\$ 0	16.81%	\$ 0	\$ 0		
MISCELLANEOUS EXPENSE	\$ 10,150	\$ -	\$ -	\$ 10,160	B H	\$ (7,593)	\$ 2,457	\$ 2,457	16.81%	\$ 413	\$ 2,044		
PAYROLL PROCESSING	\$ 130,387	\$ 3,334	\$ -	\$ 133,721		\$ -	\$ 133,721	\$ 133,721	16.81%	\$ 22,479	\$ 111,243		
LOSS ON SALE OF FIXED ASSET	\$ (491)	\$ -	\$ -	\$ (491)	S	\$ -	\$ (491)	\$ (491)	16.81%	\$ (83)	\$ (408)		
OTHER INCOME	\$ (9,883)	\$ -	\$ -	\$ (9,883)	E	\$ -	\$ (9,883)	\$ (9,883)	16.81%	\$ (1,881)	\$ (8,002)		
BAD DEBT	\$ 75,800	\$ -	\$ -	\$ 75,800	F	\$ (75,000)	\$ -	\$ -	16.81%	\$ -	\$ (8,222)		
TOTAL OVERHEAD	\$ 26,845,386	\$ 565,660	\$ 16,935	\$ (19,800)		\$ (1,868,573)	\$ 25,538,898	\$ -	\$ 25,538,898	\$ 3,817,210	75.81%	\$ 21,721,000	124.22%
TOTAL BURDEN & FRINGE	\$ 12,709,311	\$ 474,943	\$ 995	\$ -		\$ -	\$ 13,185,249	\$ -	\$ 13,185,249	\$ 2,876,272	53.15%	\$ 10,508,976	60.10%
TOTAL BF&O	\$ 30,554,697	\$ 1,040,593	\$ 16,930	\$ (19,500)		\$ (1,868,573)	\$ 38,724,147	\$ -	\$ 38,724,147	\$ 6,492,490	128.85%	\$ 32,230,657	164.32%
FACILITIES COST OF CAPITAL					N	\$ 52,534	\$ 52,534	\$ 52,534				\$ 52,534	0.30%

H. W. LOCHNER, INC.
 Adjustment Criteria
 August 22, 2014

REFERENCE	DESCRIPTION	CRITERIA
A	Direct Costs - Premium portion of overtime	FAR 31.202
B	Entertainment Costs	FAR 31.205-14
C	Direct Costs - (CADD)	FAR 31.202
D	Fringe Benefits-Personal Use of a Company Auto.	FAR 31.205-6(M)(2)
E	Credits	FAR 31.201-5
F	Bad Debts Expense	FAR 31.205-3
G	Federal Income Taxes	FAR 31.205-41
H	Public Relations & Advertising Costs	FAR 31.205-1
J	Contributions	FAR 31.205-8
K	Officers Life Insurance	FAR 31.205-19(a)(2)(vi)
L	Fines & Penalties	FAR 31.205-15
M	Interest & Other Financial Costs	FAR 31.205-20
N	Facilities Capital Cost of Money	FAR 31.205-10
P	Direct Costs	FAR 31.202
Q	Organization Costs	FAR 31.205-27
R	Accounting for Unallowable Costs	FAR 31.201-6
S	Gains & Losses on Disposition of Depreciable Property	FAR 31.205-16
V	Compensation for Personal Services - Limitation on Allowability of Compensation	FAR 31.205-6
W	Lobbying and Political Activity Costs	FAR 31.205-22

H.W. LOCHNER, INC.

Notes to Statement of Direct Labor, Payroll Burden and General Overhead
August 22, 2014

(1) H.W. Lochner, Inc. (the Company) is a professional design and engineering firm providing consultation in the area of planning, engineering, and design. The Company's projects are diverse, including industrial and public facilities, transportation, and infrastructure.

The Company was founded in 1944 and its clients include private sector businesses, public utilities, architect-engineers/constructors, and all levels of government. Revenues are derived from billings for services, equipment, and reimbursable expenses. All Company contracts are with governmental agencies. Revenues are recognized on these contracts as costs are incurred.

(2) Basis of Accounting & Description of Accounting System

The Company's policy is to prepare its overhead schedules, which support the Statement of Direct Labor, Payroll Burden, and General Overhead, on the basis of accounting practices prescribed by Subparts 9904 of the Cost Accounting Standards and Part 31 of the Federal Acquisition Regulations. Accordingly, the above-mentioned statement is not intended to present the results of operations of the Company in conformity with generally accepted accounting principles.

The payroll burden and overhead rates were prepared on the accrual basis of accounting which is in conjunction with the financial accounting system employed.

The Company maintains a job-order cost accounting system for the recording and accumulation of costs incurred under its contracts. Each project is assigned a job number so that costs may be segregated and accumulated in the Company's job-order cost accounting system.

The Company's method of estimating costs for pricing purposes during the proposal process is consistent with the accumulation and reporting of costs under its job-order cost accounting system.

(3) Paid Time Off (PTO)

PTO accrues based on paid hours up to 2080 hours per year. PTO is available for regular full-time employees and for regular part-time employees who work at least 60 hours per two week pay period on a pro-rata basis. Earned PTO can accumulate to a maximum of two times the annual amount of PTO earned.

(4) Depreciation

Depreciation is computed using straight-line methods. The depreciation reflected on the Company's financial statements is in accordance with the Federal Acquisition Regulations.

(5) Employee Benefit Plans

The Company offers an Employee Stock Ownership Plan (ESOP) that is combined with a 401k plan. The plan covers substantially all employees. Contributions under the plan represent the Company's matching contribution, which is equal to the fair value of shares released as of April 30 of each year.

(6) Facilities Capital Cost of Money

The Company's Audited Facilities Capital Cost of Money for the year ended April 30, 2014 is .30%.

(7) Direct Labor Costs

The Company utilizes a job-order system that is fully integrated with the General Ledger. All direct labor costs are segregated, accumulated, and allocated to the proper final cost objective.

H.W. Lochner, Inc. has a select group of individuals who are on salary. However, no salaried individual of the company has uncompensated overtime. Thus, the proper amount of direct labor is costed on the system for these individuals.

(8) Travel and Entertainment Costs

In accordance with FAR 31.205-14 and Subpart 405-Part 9904 of the Cost Accounting Standards - Accounting for Unallowable Costs, a separate general ledger account code has been established to account for entertainment costs.

(9) Related Party Transactions

The overhead computation includes the accounts of the Company consolidated with its wholly-owned subsidiaries, Techplot, Inc., Bucher, Willis & Ratliff Corporation, and combined with an affiliate, Lochner Engineering, P.C. (LEPC) which is related through common ownership and management. All significant intercompany balances and transactions have been eliminated.

(10) Executive Compensation

The Company paid compensation to senior executives in excess of the amount which was allowed in accordance with the National Compensation Matrix published in February of 2014. The total, which was adjusted to the overhead schedule, amounted to \$29,704.

(11) Direct Costs

The following types of costs are accumulated by project and properly segregated from the overhead pool:

- Reproduction
- Travel
- Rental & Leased Vehicles
- Lodging
- Meals
- Supplies
- Shipping
- Communications/Film
- Equipment
- Office Expense
- Insurance
- Office Rent
- Subcontract-Consultant Costs
- Premium Portion of Overtime

(12) Field Office

In calculating the field office pool, the allocation of fringe benefits is based upon the ratio of the field office direct labor to total direct labor. The remaining field office pool allocation will be based upon the ratio of field labor to total labor cost. Costs were directly assigned to either home or field when it was deemed more equitable to do so.

Computation of Field Allocation Rates

Allocation 1:

Direct Field Labor	=	\$ 5,035,551	=	22.36%
<hr/>		<hr/>		
Total Direct Labor		\$22,521,571		

Allocation 2:

(A) Total Field Labor	=	\$ 6,573,762	=	16.81%
<hr/>		<hr/>		
(B) Total Company Labor		\$39,106,518		

(A) Direct Labor	\$5,035,551
Paid Time Off	\$ 632,558
Indirect Labor	<u>\$ 905,653</u>
Total Field Labor	\$ 6,573,762

(B) Direct Labor	\$22,521,571
Paid Time Off	\$ 4,039,520
Indirect Labor	<u>\$12,545,427</u>
Total Company Labor	\$39,106,518

(13) Subsequent Events

Management evaluated subsequent events through August 22, 2014, the date the payroll burden and overhead report was available to be issued. Events or transactions occurring after April 30, 2014, but prior to report data that provided additional evidence about conditions that existed at April 30, 2014, have been recognized in the payroll burden and overhead report for the year ended April 30, 2014.

(14) Summary

The following tabulations summarize the allowable overhead rates incurred by the Company for the year ended April 30, 2014:

<u>Description</u>	<u>Home Office</u>	<u>Field Office</u>
Fringe Benefit Rate	60.10%	53.15%
General Overhead Rate	124.22%	75.80%
Combined Rate	<u>184.32%</u>	<u>128.95%</u>

Exhibit E

Sub-consultant Cost Computations

There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

See attached Exhibits E-1.

Agreement Number: LA-8445

EXHIBIT E-1
Widener Associates
Jameson - Environmental Fee Schedule

	Project Manager	Senior Project Biologist	Project Biologist	Archaeologist	
	Hours	Hour	Hours	Hours	
Biological Assessment No Effect Letter					
Draft	4	4	16		
Final	4	2	8		
Section 106 Consultation					
APE	4	2	4		
106 Report Coordination					
Draft	4	2	4	32	
Final	4	2	2	12	
Wetland Delineation					
Field Work	2	2	8		
Draft	2	4	16		
Final	4	2	6		
NEPA ECS					
Draft	4	2	12		
Final	2	2	8		
SEPA					
Draft	2	2	12		
Final	2	2	4		
Coordination and Response Comments	4	2	4		
Permit Coordination					
Section 404	10	12	20		
Coordination and Response Comments	6	8	24		
Total hours	58	50	148	44	
Summary					
	Hours	Direct	Overhead	Profit	Cost
Project Manager	58	\$64.00	\$70.40	\$19.20	\$8,909
Senior Biologist	50	\$50.00	\$55.00	\$15.00	\$6,000
Project Biologist	148	\$22.00	\$24.20	\$6.60	\$7,814
Project Archaeologist	44	\$50.00	\$55.00	\$15.00	\$5,280
Total Labor					\$28,003
Expenses					
Mileage					
Trips to project site (5 Trips)	105	miles @	\$0.56 per mile		\$294.00
Trip to Local Programs (1 Trip)	30	miles @	\$0.56 per mile		\$16.80
Field Supplies					\$25.00
Total Expenses					\$335.80
TOTAL ESTIMATED COST					
					\$28,339.00



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

February 27, 2014

Jeanette Widener, President
DGK Inc.
10108 32nd Avenue W, Suite D
Everett, WA 98204-1302

Re: DGK (dba Widener & Associates) Safe Harbor Indirect Cost Rate

Dear Ms. Widener:

Washington State is one of ten states who have received approval from Federal Highway Headquarters to participate in the Test and Evaluation Program (TE-045) for use of a "safe harbor" indirect cost rate on engineering and design related service contracts, as well as for Local Public Agency projects.

We have completed our risk assessment for DGK. Our assessment was conducted based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, your firm is eligible to use the Safe Harbor rate for the City of Bellingham West Horton Road Project.

We are issuing the Safe Harbor Indirect Cost Rate of 110% of direct labor for DGK. The Safe Harbor rate is effective on February 27, 2014.

DGK has agreed to improve Internal Controls and timekeeping processes in order to be able to develop an Indirect Cost Rate Schedule in future accordance to Federal cost principles (48 CFR FAR). The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide.

The Safe Harbor Rate will not be subject to audit. Please coordinate with WSDOT Consultant Services (CSO) or your WSDOT Local Programs Manager if you have questions about when to apply the Safe Harbor rate to your agreement.

Page 2
DGK
February 27, 2014

If you or any representatives of DGK have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,



Martha S. Roach
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Larry Schofield, MS 47323
File

CERTIFICATION OF FINAL INDIRECT COSTS – FOR A SAFE HARBOR INDIRECT COST RATE

Firm Name: DGK INC. DBA WIDENER & ASSOC.

Project Number/Name: Horton Road

I, the undersigned, certify that I have reviewed the proposal to establish the Safe Harbor rate.

The firm is electing to use the SAFE HARBOR INDIRECT COST RATE of 110%. To the best of my knowledge and belief:

- a) The firm has not had a FAR compliant indirect cost rate previously accepted by any other state agency.
- b) The firm will provide reports as required by the SAFE HARBOR RATE program on their progress toward compliance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and prior & current indirect cost rates have been disclosed.

The firm agrees to follow the "Path to Compliance". Steps noted below:

The Pathway must include:

- A timekeeping system which includes the Internal Controls described in chapter 6 of AASHTO
- An accounting system which separates indirect costs and direct costs
- An accounting system which separates allowable and unallowable cost
- A compliant job cost system which is general ledger driven
- Training for accounting personnel and key management on Part 31 of the Federal Acquisition Regulations, Contract Cost Principles and Procedures
- A strong written internal control policy with a policy and procedures manual

*Signature: Jeanette C. Widener

*Name of Certifying Official (Print): Jeanette C Widener

*Title: PRESIDENT

Date of Certification (mm/dd/yyyy): 02/27/14

*Note: This form is to be completed by an individual executive or financial officer of the consultant at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the agreement.

EXHIBIT E-1
SUMMARY OF PROJECT COSTS
SEMRAU ENGINEERING & SURVEYING
City of Sedro-Woolley Jameson Street Extension

Classification	Direct Billing Hourly Cost	Total Hours	Labor Cost	Total Costs
Project Principal	\$ 59.81	32	\$ 1,913.92	
Project Manager	\$ 44.31	10	\$ 443.10	
Senior Project Surveyor	\$ 35.00	16	\$ 560.00	
Project Surveyor	\$ 27.50	20	\$ 550.00	
Survey Technician	\$ 11.50	16	\$ 184.00	
CADD Technican	\$ 34.40	40	\$ 1,376.00	
Administration	\$ 25.00	4	\$ 100.00	
Firm Total Hours / Salary Costs:		138	\$ 5,127.02	
Labor Overhead:	110.00%		\$ 5,640	
Fee:	30%		\$ 1,538.11	
Total Labor Cost				\$ 12,304.85
Direct Reimbursables:	Unit Cost	Quantity	Direct Cost	
Travel: Miles	\$ 0.560	54	\$ 30.24	
Reproduction 24x36	\$ 3.00	9	\$ 27.00	
Leica TCRA Total Station	\$ 14.00	17	\$ 238.00	
Miscellaneous	\$ -		\$ -	
Reimbursables Subtotal:				\$ 295.24
Total				\$ 12,600.09
			Total Rounded	\$ 12,600



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

January 5, 2015

Mark Semrau, Partner
Semrau Engineering & Surveying
2118 Riverside Drive, Suite 208
Mount Vernon, WA 98273-5454

Re: Semrau Engineering & Surveying
Safe Harbor Indirect Cost Rate

Dear Mr. Semrau:

Washington State is one of ten states who have received approval from Federal Highway Headquarters to participate in the Test and Evaluation Program (TE-045) for use of a "safe harbor" indirect cost rate on engineering and design related service contracts, as well as for Local Public Agency projects.

We have completed our risk assessment for Semrau Engineering & Surveying. Our assessment was conducted based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, your firm is eligible to use the Safe Harbor rate. You have opted to use the Safe Harbor rate, rather than provide a FAR-complaint rate at this time.

We are issuing the Safe Harbor Indirect Cost Rate of 110% of direct labor for Semrau Engineering & Surveying. The Safe Harbor rate is effective on January 5, 2015.

Semrau Engineering & Surveying has agreed to improve Internal Controls and timekeeping processes in order to be able to develop an Indirect Cost Rate Schedule in future accordance to Federal cost principles (48 CFR FAR). The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. The Safe Harbor rate of 110% will expire on June 30, 2016.

The Safe Harbor Rate will not be subject to audit. Please coordinate with WSDOT Consultant Services (CSO) or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you, or any representatives of Semrau Engineering & Surveying have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,

Martha S. Roach
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Larry Schofield, MS 47323
File

CERTIFICATION OF FINAL INDIRECT COSTS – FOR A SAFE HARBOR INDIRECT COST RATE

Firm Name: SEMRAW

Project Number/Name: BURLINGTON CITY WIDE SAFETY PROGRAM

I, the undersigned, certify that I have reviewed the proposal to establish the Safe Harbor rate.

The firm is electing to use the SAFE HARBOR INDIRECT COST RATE of 110%. To the best of my knowledge and belief:

- a) The firm has not had a FAR compliant indirect cost rate previously accepted by any other state agency.*
- b) The firm will provide reports as required by the SAFE HARBOR RATE program on their progress toward compliance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*

All known material transactions or events that have occurred affecting the firm's ownership, organization and prior & current indirect cost rates have been disclosed.

The firm agrees to follow the 'Path to Compliance'. Steps noted below:

The Pathway must include:

- A timekeeping system which includes the Internal Controls described in chapter 6 of AASHTO*
- An accounting system which separates indirect costs and direct costs*
- An accounting system which separates allowable and unallowable cost*
- A compliant job cost system which is general ledger driven*
- Training for accounting personnel and key management on Part 31 of the Federal Acquisition Regulations, Contract Cost Principles and Procedures*
- A strong written internal control policy with a policy and procedures manual*

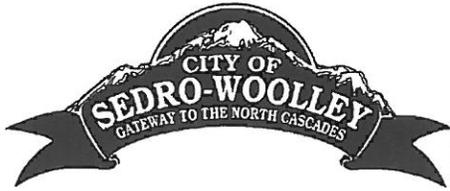
*Signature: Mark L. Semrau

*Name of Certifying Official (Print): MARK L. SEMRAW

*Title: PARTNER

Date of Certification (mm/dd/yyyy): AUGUST 4, 2014

*Note: This form is to be completed by an individual executive or financial officer of the consultant at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the agreement.



CITY COUNCIL AGENDA
REGULAR MEETING

JAN 14 2015

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) 855-9933
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: **Certification Acceptance Qualification Agreement**
DATE: January 9, 2015 (for Council action January 14, 2015)

ISSUE

Should Mayor Anderson execute the Certification Acceptance Qualification Agreement with the Washington State Department of Transportation?

BACKGROUND/DISCUSSION

The city periodically employs the use of federal transportation funding for design and construction of roadway projects in the city. Administration of these funds is governed under the Local Agency Guidelines (LAG). Chapter 13 of the LAG defines the Certification Acceptance Program, which is the means by which the state ensures that local agencies perform work using federal funds in a manner that meets state and federal law. WSDOT is the agency responsible for administration of federal road funds within the state, acting through the Local Programs division. Ch. 13 provides guidance on responsibilities for review and approval of various functions such as design, right of way and contract administration. WSDOT may delegate some of its responsibilities to Local Agencies that have expertise and personnel capable of managing the work to meet federal requirements.

In past years, the city has partnered with the WSDOT Northwest Region Mount Baker office for CA services. This work had been done on a cost effective basis. Changes in WSDOT staffing have made this function more difficult to administer, and has led to delays in response and additional costs. City staff has the capacity to perform CA functions, and in an effort to preserve scarce grant dollars proposes to seek CA status for the city.

Attached is the "Certification Acceptance Qualification Agreement" document that will begin the CA process for the city. Once approved, Local Programs will work with the city to develop the program on a trial basis, using a federally funded project. After completion of the project, the city's performance will be evaluated and CA status will be fully granted or revoked. The city proposes to use the Jameson Arterial Extension to SR9 project for this purpose.

MOTION:

Move to authorize Mayor Anderson to execute the attached Certification Acceptance Qualification Agreement with the Washington State Department of Transportation.



Agency Sedro-Woolley

Agency No. _____

Address 325 Metcalf Street
Sedro-Woolley, WA 98284

The agency agrees to comply with the following requirements when developing all Federal Highway Administration (FHWA) projects under _____ CA status.

1. Adherence to the *Local Agency Guidelines* and all policies and procedures promulgated by the Washington State Department of Transportation (WSDOT) which accomplish the policies and objectives set forth in Title 23, U.S. Code, Highways, and the regulations issued pursuant thereto.
2. The overall approval authorities and conditions will be as follows:
 - a. The project prospectus will be reviewed and approved by the following official.
Director of Public Works
Position Title Only
 - b. The local agency agreement will be reviewed and approved by the following official or officials.
Mayor
Position Title or Titles Only
 - c. The designs and environmental documents will be reviewed and approved by the following state of Washington registered Professional Civil Engineer.
Director of Public Works or City Engineer
Position Title Only
 - d. The hearing's findings (if required) will be reviewed and approved by the following official or officials.
Director of Public Works
Position Title or Titles Only
 - e. The contract plans, specifications, and estimate of cost will be reviewed and approved by the following state of Washington registered Professional Engineer.
Director of Public Works or City Engineer
Position Title or Titles Only
 - f. Agreements will be signed by the following responsible local official:

(1) Railroad	<u>Mayor or City Supervisor</u> Position Title Only
(2) Utility	<u>Mayor or City Supervisor</u> Position Title Only
(3) Consultant	<u>Mayor or City Supervisor</u> Position Title Only
(4) Technical Services	<u>Mayor or City Supervisor</u> Position Title Only
 - g. The award of contract will be signed by the following responsible local official.
Director of Public Works
Position Title Only
 - h. All projects will be constructed in conformance with the Washington State Department of Transportation/ American Public Works Association (WSDOT/APWA) current *Standard Specifications for Road, Bridge, and Municipal Construction* and such specifications that modify these specifications as appropriate. Multimodal enhancement projects shall be constructed in conformance with applicable state and local codes.

i. The contract administration will be supervised by the following state of Washington registered Professional Civil Engineer.

Director of Public Works

Position Title Only

j. Construction administration and material sampling and testing will be accomplished in accordance with the *Local Agency Guidelines*.

3. The agency agrees that they have the means to provide adequate expertise and will have support staff available to perform the functions being subdelegated. The support staff may include consultant or state services.

4. The agency agrees that the signature on each project prospectus and local agency agreement will be consistent with section 2 above.

5. All projects under Certification Acceptance shall be available for review by the FHWA and the State at any time and all project documents shall be retained and available for inspection during the plan development and construction stages and for a three year period following acceptance of the project by WSDOT.

6. Approval of the local agency certification by the Director of Local Programs may be rescinded at any time upon local agency request or if, in the opinion of the Director of Local Programs, it is necessary to do so. The rescission may be applied to all or part of the programs or projects approved in the local agency certification.

Mayor or Chairperson

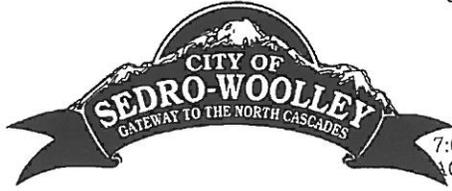
Date

Washington State Department of Transportation

Approved By:

Director, Local Programs

Date



CITY COUNCIL AGENDA
REGULAR MEETING

JAN 14 2015

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

CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-9933
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: **Right of Way Procedures Update**
DATE: January 9, 2015 (for Council action January 14, 2015)

ISSUE

Should Mayor Anderson execute the attached Right of Way Procedures and Waiver of Appraisal Procedure documents?

BACKGROUND/DISCUSSION

The city periodically acquires property for the purpose of roadway construction using federal and state funding sources. The city performs this work under the provisions of Chapter 25 of the Local Agency Guidelines (LAG). Based on LAG requirements, the city developed our Right of Way Procedures, adopted in March of 2008, and approved by WSDOT Real Estate Services on March 25, 2008.

Attached are the following documents that make up the Procedures:

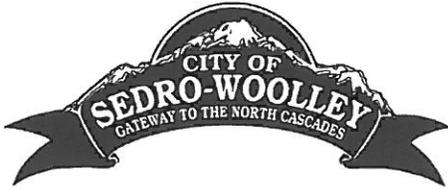
- Right of Way Procedures
- Waiver of Appraisal Procedure
- Administrative Settlement Policies

The LAG requirements for right of way have been modified since 2008. Changes impacting the city's right of way procedures are minor, but do warrant an update to the city's Procedures. The documents are impacted as follows:

- The Right of Way Procedures changes are formatting only..
- The Waiver of Appraisal Procedure is revised to further define at what valuations the agency must perform appraisals.
- The Administrative Settlement Policies remain unchanged.

MOTION:

Move to authorize Mayor Anderson to execute the attached Right of Way Procedures and Waiver of Appraisal Procedure documents.



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

Right-of-Way Procedures

The City of Sedro-Woolley, Washington, hereinafter referred to as “AGENCY”, desiring to acquire Real Property in accordance with the state Uniform Relocation Assistance and Real Property Acquisition Act (Ch. 8.26 RCW) and state regulations (Ch. 468-100 WAC) and applicable federal regulations, hereby adopts the following procedures to implement the above statutes and Washington Administrative Code. The AGENCY is responsible for the real property acquisition and relocation activities on projects administered by the AGENCY. To fulfill the above requirements the AGENCY will acquire right-of-way in accordance with the policies set forth in the *Right of Way Manual M 26-01* and *Local Agency Guidelines*. The AGENCY has the following expertise and personnel capabilities to accomplish these functions:

1. The following relate to the AGENCY’s request.

- a. Below is a list of responsible AGENCY positions for which the AGENCY has qualified staff to perform the specific right-of-way function(s). Attached is a listing of each individual on the AGENCY staff who currently fill those positions below, and a brief summary of their qualifications pertaining to the specific right-of-way function(s) for which they are listed. This list shall be updated whenever staffing changes occur. The AGENCY will be approved to acquire based upon staff qualifications.

(1) PROGRAM ADMINISTRATION

Director of Public Works

Title of AGENCY position (employee name & qualifications attached)

(2) APPRAISAL

WSDOT, another local AGENCY with approved procedures or a qualified consultant

Title of AGENCY position (employee name & qualifications attached)

(3) APPRAISAL REVIEW

WSDOT, another local AGENCY with approved procedures or a qualified consultant

Title of AGENCY position (employee name & qualifications attached)

(4) ACQUISITION

City Attorney

Title of AGENCY position (employee name & qualifications attached)

(5) RELOCATION

WSDOT, another local AGENCY with approved procedures or a qualified consultant

Title of AGENCY position (employee name & qualifications attached)

(6) PROPERTY MANAGEMENT

Director of Public Works

Title of AGENCY position (employee name & qualifications attached)

- b. Any functions for which the AGENCY does not have staff will be contracted for with the Washington State Department of Transportation (WSDOT), another local agency with approved procedures or an outside contractor. An AGENCY that proposes to use outside contractors for any of the above functions will need to work closely with the WSDOT Local Agency Coordinator (LAC) and Local Programs to ensure all requirements are met. When the AGENCY proposes to have a staff person negotiate who is not experienced in negotiation for Federal Highway Administration (FHWA) funded projects, the LAC must be given a reasonable opportunity to review all offers and supporting data before they are presented to the property owners.
 - c. An AGENCY wishing to take advantage of WSDOT's Appraisal Waiver Procedure on properties valued up to \$25,000 or less should make their proposed waiver procedure a part of these procedures as an attachment. The procedure outlined in the LAG manual has already been approved using RES form LPA-003. The AGENCY may submit a procedure different than that shown, and it will be reviewed and approved if it provides sufficient information to determine value.
 - d. Attached is a copy of the AGENCY's Administrative Settlement Procedure showing the approving authority(s) and the procedure involved in making administrative settlements.
2. All projects shall be available for review by FHWA and WSDOT at any time and all project documents shall be retained and available for inspection during the plan development, right-of-way and construction stages, and for a three year period following acceptance of the projects by WSDOT.
3. Approval of the AGENCY's procedures by WSDOT may be rescinded at any time the AGENCY is found to no longer have qualified staff or is found to be in non-compliance with the regulations. The rescission may be applied to all or part of the functions approved.

Mike Anderson, Mayor

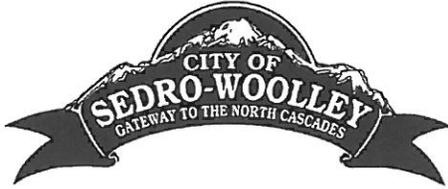
Date

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

Approved By: _____

Local Programs Right of Way Manager

Date



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

Mark A. Freiburger, PE
Director of Public Works

WAIVER OF APPRAISAL PROCEDURE

The City of Sedro-Woolley, Washington, hereinafter referred to as "AGENCY", desiring to acquire Real Property according to 23 CFR, Part 635, Subpart C and State directives, and desiring to take advantage of the \$25,000.00 appraisal waiver process approved by the Federal Highway Administration (FHWA) for Washington State, hereby agrees to follow the procedure approved for the Washington State Department of Transportation (WSDOT) as follows:

Rules

- A. The AGENCY may elect to waive the requirement for an appraisal if the acquisition is simple and the compensation estimate indicated on the Project Funding Estimate (PFE) is \$25,000.00 or less including cost-to-cure items. A True Cost Estimate shall not be used with this procedure.
- B. The AGENCY must make the property owner(s) aware that an appraisal has not been completed on the property for offers \$10,000 or less.
- C. The AGENCY must make the property owner(s) aware that an appraisal has not been completed on the property for offers over \$10,000 and up to \$25,000, and that an appraisal will be prepared if requested by the property owner(s).
- D. Special care should be taken in the preparation of the waiver. As no review is mandated, the preparer needs to assure that the compensation is fair and that all the calculations are correct.

Procedures

- A. An Administrative Offer Summary (AOS) is prepared using data from the PFE.
- B. The AOS is submitted to the City Attorney for approval.
- C. The City Attorney signs the AOS authorizing a first offer to the property owner(s).

AGENCY

APPROVED:

By:

Mike Anderson, Mayor

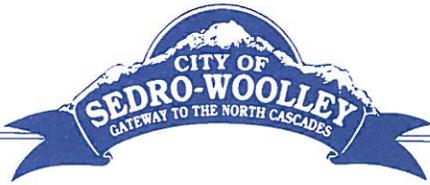
Local Programs Right of Way
Manager

ADMINISTRATIVE SETTLEMENT POLICIES

Administrative settlements that exceed Fair Market Value (FMV) as established through the appraisal process, and in accordance with LAG Manual section 25.09, Administrative Settlement guidelines, shall be documented and thoroughly justified, and shall be set forth in writing. Administrative Settlements shall be subject to the following levels of approval authority: the Acquisition Consultant shall be authorized to offer up to \$1,000 above the FMV or up to 10% above the FMV, not to exceed \$1,000. The City Attorney of the City of Sedro-Woolley shall have the authority to make administrative settlements of up to \$5,000 above FMV or up to 25% above the FMV, whichever is less. Administrative settlements in excess of the foregoing shall require the approval of the Mayor.

JAN 14 2015

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



SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

23-0658B

WASHINGTON DEPARTMENT OF WILDLIFE
LAND USE AGREEMENT
(Skagit River - Sedro Woolley Access, Skagit County)

CITY COUNCIL AGENDA
REGULAR MEETING

JAN 14 2015

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

This agreement is between the CITY OF SEDRO WOOLLEY (the City) and WASHINGTON DEPARTMENT OF WILDLIFE (WDW).

WDW is the owner in fee of a parcel of real property on the Skagit River at Sedro Woolley situated in the County of Skagit, State of Washington and legally described on Appendix A attached hereto and made a part of this agreement (the Property).

The City owns the adjacent land known as Riverside Park and the land across the County road from the Property. The City is developing this land into an RV park and redeveloping the Property.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. TERM: The term of this agreement shall be twenty-five years beginning June 1, 1990 and ending May 31, 2015.
2. RENEWAL: At the end of the term, this agreement shall automatically be renewed for another term of twenty-five years unless either party cancels this agreement as allowed in Item No. 12. Automatic renewal shall apply to subsequent terms of twenty-five years unless either party cancels this agreement as allowed in Item No. 12.
3. MANAGEMENT, MAINTENANCE AND IMPROVEMENTS: The City shall manage, control, maintain and improve the site and post signs necessary to guide and direct public uses. With Interagency Committee for Outdoor Recreation (IAC) funding the City will initially complete the following work on the Property: Reconstruct the boat ramp, install new gate, fencing, handicap model restroom and barrier rock and pave and strip the entrance road and a portion of the parking area. WDW's engineers will review and approve plans for initial improvements prior to construction. The City shall submit plans to WDW for all additional alterations and improvements the City wants to make on the site. WDW shall give written approval, amendments or denial to the City. The City shall notify WDW prior to any work being done on the site other than routine maintenance. The City shall be responsible for all costs associated with the management, control, maintenance and improvements of the site.
4. RESTRICTIONS OF USE: The following restrictions of use shall apply:
 - a. During the fishing season each year, the anglers shall have unobstructed use of the area for fishing, boat launching and parking purposes. The area can only be closed if necessary to anglers during the hours of darkness.
 - b. ² ~~The anglers~~ ^{W.D.W. license holders} shall not be charged a fee for access, parking, boat launching or fishing.
 - c. Commercial use shall not be allowed on the site unless a permit is issued by WDW.
5. COMPLIANCE - ALL AGENCIES AND LAWS: The City shall comply with all applicable laws, rules and regulations made by all applicable agencies and government jurisdictions in managing and maintaining the area as outlined in the provisions of this agreement including IAC regulations.
6. ASSIGNMENT: The City shall invite the public to enter upon and use the premises for purposes herein before provided. Any other assignment of rights and privileges shall be with written approval of WDW.

7. ASSESSMENTS: The City shall pay all charges for utilities incurred in use and occupancy of the premises. The City shall not permit liens or assessments to be attached to the property.
8. ACKNOWLEDGEMENT: The City shall acknowledge WDW on those signs identifying the area.
9. INDEMNIFICATION: The City will indemnify and hold harmless WDW, its officials, officers, and employees from and against any damage, claim or liability arising out of this agreement, except for such damage, claim or liability resulting from the acts or omissions of WDW, its officials, officers and employees.
10. ENFORCEMENT: The City has primary responsibility for enforcement of all matters relating to public health, safety, and welfare. WDW will retain primary responsibility insofar as wildlife law enforcement is concerned.
11. AMENDMENT OF AGREEMENT: Amendment to this agreement may be made in writing and signed by both the City and WDW.
12. CANCELLATION: This agreement may be cancelled by either party upon written notification ninety days before the end of the term. WDW may cancel this agreement if the City violates the terms and conditions of this agreement.
13. SURRENDER OF PREMISES: If this agreement is cancelled by either party, as herein provided, and at termination of this agreement, the City shall vacate and deliver the premises in as good or better condition as at time of occupancy, reasonable wear and tear and damage by the elements specifically excepted. Upon cancellation or termination, the City shall have the right for a period of three months from the date of notice of cancellation or termination to remove all facilities not permanently attached to the ground from the premises. Any such facilities not removed by the City at the end of the removal period become the property of WDW without further process.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as below subscribed.

CITY OF SEDRO WOOLLEY

5/29/90
Date



Don T. Walley, Mayor

WASHINGTON DEPARTMENT OF WILDLIFE

6/29/90
Date



Jenene Fenton, Assistant Director

Far

APPENDIX A

Washington Department of Wildlife owned or controlled real property commonly known as the Sedro Woolley public fishing access area on the Skagit River situated in the County of Skagit, State of Washington and legally described as follows:

Township 35 North, Range 5 East W.M., Section 30

Lots 1, 2, 3, 4, 5, 6, 41, 42, 43, 44, 45 and 46 in Block 136; and that portion of Lots 1 to 11, inclusive, in Block 143 lying Northerly of the Skagit River; all in Plat of the Town of Sedro Woolley according to the plat recorded in Volume 1 of Flats, Page 18, records of Skagit County, Washington.

ALSO that part of Water Avenue lying East of Fairhaven Street and between Block 136 and Block 143, all in the Plat of Sedro Woolley according to the plat recorded in Volume 1 of Flats, Page 18, records of Skagit County, Washington.

JAN 14 2015

2015 City Council and Planning Commission Meeting Dates
All Meetings are open to the public

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

Time & Location:

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

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

Transportation Benefit District (TBD) meetings – 7:00 P.M. Council Chambers, 325 Metcalf Street

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

January 7 – Council worksession

January 14 – TBD

January 14 – Council meeting

January 20 – Planning Commission meeting

January 28 – Council Meeting

July 8 – Council meeting

July 21 – Planning Commission meeting

July 22 – TBD

July 22 – Council meeting

February 4 – Joint Council & PC worksession

February 11 – Council meeting

February 17 – Planning Commission meeting

February 25 – TBD

February 25 – Council meeting

August 12 – Council meeting

August 18 – Planning Commission meeting

August 26 -- TBD

August 26 – Council meeting

March 4 – Council worksession

March 11 – Council meeting

March 17 – Planning Commission meeting

March 25 – TBD

March 25 – Council meeting

September 2 – Joint Council & PC worksession

September 9 – Council meeting

September 15 – Planning Commission meeting

September 23 – TBD

September 23 – Council meeting

April 1 – Council worksession

April 8 – Council meeting

April 21 – Planning Commission meeting

April 22 – TBD

April 22 – Council meeting

October 7 – Council worksession

October 14 – Council Meeting

October 20 – Planning Commission meeting

October 28 – TBD

October 28 – Council Meeting

May 6 – Council worksession

May 13 – Council meeting

May 19 – Planning Commission meeting

May 27 – TBD

May 27 – Council meeting

November 4 – Council Worksession

November 12 – Council meeting (THURSDAY)

November 17 – Planning Commission meeting

November 24 – TBD (TUESDAY)

November 24 – Council meeting (TUESDAY)

June 10 – Council meeting

June 16 – Planning Commission meeting

June 24 – TBD

June 24 – Council meeting

December 2 – Council worksession

December 9 – Council meeting

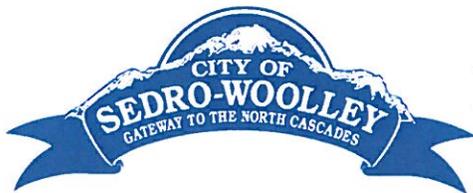
December 15 – Planning Commission meeting

December 22 – TBD (TUESDAY @ 3:30 P.M.)

December 22 – Council meeting (TUESDAY @ 4 PM)

CITY COUNCIL AGENDA
REGULAR MEETING

JAN 14 2015



CITY OF SEDRO-WOOLLEY

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

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: January 14, 2015

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

<u>Contract</u>	<u>Purpose</u>	<u>Date</u>	<u>Dollar Amount</u>
1. RockTenn	Incineration of Controlled Substances Agreement	11/4/2014	Per Contract

Contract(s) available in their entirety at the Finance Department