

Next Ord: 1814-15  
Next Res: 911-15

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**

**March 11, 2015**

**7:00 PM**

**Sedro-Woolley Municipal Building**

**Council Chambers**

**325 Metcalf Street**

1. Call to Order
2. Pledge of Allegiance
3. Consent Calendar.....3-103

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

- a. Approval of Agenda
  - b. Minutes from Previous Meeting (Including February 27, 2015 Special Meeting)
  - c. Finance
    - Claim Checks #181074 to #181159 in the amount of \$200,925.12
    - Payroll Checks #58474 to #58492 plus EFT's in the amount of \$255,828.82
  - d. First Amendment to Interlocal Agreement for Provision of Community Healthcare Services with Skagit County Public Hospital District No. 1
  - e. Possible Bid Award – Public Works Agreement Nos. 2015-PW-07 thru 14 – Miscellaneous On-Call and Preventative Maintenance Services
4. Presentation - Skagit County Coalition Against Trafficking – Gayle Kersten
  5. Public Comment.....104

**PUBLIC HEARING**

**UNFINISHED BUSINESS**

**NEW BUSINESS**

6. Possible approval of Amendment 1 to the Six-Year Transportation Improvement Program (TIP) 2015-2020.....105-110

**COMMITTEE REPORTS AND REPORTS FROM OFFICERS**

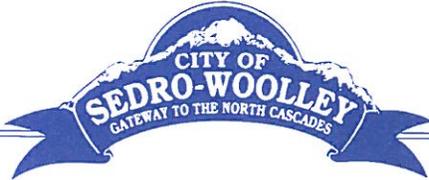
7. Parks Update

**EXECUTIVE SESSION**

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

MAR 11 2015

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



DATE: March 11, 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 March 11, 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.

MAR 11 2015

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

-----  
CITY OF SEDRO-WOOLLEY  
-----

Regular Meeting of the City Council  
February 25, 2015 – 7:00 P.M. – Council Chambers

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

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

Pledge of Allegiance

Consent Calendar

- Approval of Agenda
- Minutes from Previous Meeting
- Finance
  - Claim Checks #180987 to #181073 plus EFT's in the amount of \$153,319.40
  - Payroll Checks #58461 to #58473 plus EFT's in the amount of \$178,560.49
- Possible Bid Award – Fire Station No. 1 Garage Door Replacement – Crawford Garage Doors Inc.
- Professional Services Agreement No. 2015-PS-12 Utility Financial Planning, Rate Studies, Fee & Connection Charges
- Possible Bid Award – 2014 Wheeled Carts – Toter Inc., North Carolina
- Possible Bid Award – 40 Cubic Yard Structural Roll-Off Containers – Enterprise Sales Inc., Ontario Or.
- Possible Bid Award – Plastic Commercial Frontload Containers – Rehrig Pacific Company, Los Angeles, CA
- Resolution 910=15 – Declaring Certain Property as Surplus and Authorizing its Disposition
- Possible Contract Award – 3 CY Self-contained Slip-in Type Asphalt Patch Unit – J & K Associates

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

Public Comment

Jeremy Kindlund – Manager of the Sedro-Woolley Farmers Market requested permission and a letter of support to have sampling of wine and beer at the Farmers Market. He passed out WAC 314-24-175 Farmer's Market Beer and Wine Sampling regulations.

Some discussion ensued regarding the permitting time frame, trial runs at farmer's markets and limitations for sampling.

Councilmember Loy moved to authorize the Mayor to allow the permit to sample wine and beer at the Farmer's Market. Seconded by Councilmember Kornegay.

Further discussion ensued regarding the vendors and verbal request by Liquor Control Board for the letter from the City.

Motion carried (7-0).

## **PUBLIC HEARING**

## **UNFINISHED BUSINESS**

### Proposed Comprehensive Plan Amendments – 2015 Docket

Planning Director Coleman addressed the 2015 Comprehensive Plan Amendments and recapped the worksession discussion. He requested a motion to approve the 2015 Docket.

Council discussion was held regarding the Northern State property, County involvement, property already within the urban growth area, land annexation and timing. Councilmember Galbraith requested to be placed into the record the qualification of Consultant, Jana Hansen.

City Supervisor/Attorney Berg noted that Planning Director Coleman is very capable of doing what Hansen has been contracted to do. The Planning Department has a capacity of two people and is maxed to their workload capacity. Hansen is recently retired from Mount Vernon as the Director of Development Services. Prior to being at Mount Vernon she has been the Town Administrator at the Town of LaConner and Director of Development Services for the City of Renton. She has the capability and recent experience to work on this project work closely with Public Works Director Freiberger and Planning Director Coleman.

Councilmember Wagoner moved to approve items 1 through 5 on the 2015 Docket. Seconded by Councilmember Kornegay.

Council discussion was held to include the land use element, buildable land use analysis, population information filtered through the buildable land analysis and expected growth.

Councilmember Galbraith addressed the non-friendly reputation of the permitting process. He stated we should be saying "how can we make this happen" instead of why we can't do it. City Supervisor/Attorney Berg addressed the direction given to staff and noted that the Planning Department serves a difficult function as the gatekeeper to council policies by identifying the obstacles and how to meet code, the difficulty of fighting the vestige of the past rather than the reality of the future and the need to respect the public role and process.

Motion carried (7-0).

## SWPD Repeater Project/Skagit 911 Agreement

City Supervisor/Attorney Berg reviewed the next phase of the repeater project noting Skagit 911 has agreed to purchase the equipment for us and to provide project management for the SWPD repeater project and to enter into an agreement for the scope of work identified.

Councilmember Galbraith moved to authorize the Mayor, Mike Anderson to sign and agreement in a form to be approved by the city attorney, with Skagit 911 to allow the attached scope of work to proceed on the SWPD repeater project. Seconded by Councilmember Lemley. Motion carried (7-0).

## **NEW BUSINESS**

### Public Messaging Regarding Nuisances

City Supervisor/Attorney Berg reviewed proposed code enforcement inserts to be placed in utility bills to address nuisances in an effort to clean up our city. If approved, the inserts would begin with the April billing. Some of the issues identified are loose dogs, cars parking on sidewalks, broken down cars in front yards and garbage cans left out all week.

Discussion ensued regarding feral cats and grouping of items so all 17 can be addressed. Councilmember Sandström offered to be the photographer. The Council consensus was to proceed.

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

Police Chief Tucker – reported the two new recruits both passed their academy physical test and they will be starting the academy on March 10<sup>th</sup>. Chief Tucker also noted preparations are ongoing for the round of new hires.

Fire Chief Klinger – Requested out of state travel authorization for Asst. Chief Todd Olson who has been accepted to the National Fire Academy Executive Training Course. The course is all expenses paid and an honor to be accepted.

Councilmember Lemley moved to approve Asst. Chief Olson to go to Washington DC for training at no cost to the City. Seconded by Councilmember Wagoner. Motion carried (7-0).

Planning Director Coleman – announced that Jana Hansen is now on board.

Public Works Director Freiburger – reported the CA certification interview is schedule for tomorrow morning. This will allow for internal processing of paperwork to save money on projects. He also addressed the Cascade trail project and some proposed changes to place on the north side. Freiburger also reported the Greenstreet sewer project will go out to bid in May. He has also been busy working with Jana, John and Eron on the Janicki proposal.

Some discussion was held regarding the Cascade Trail project to include change of sides, shared use paths and asphalt pricing.

City Supervisor/Attorney Berg – reminded Council of the special meeting to be held on Friday at 10:30 AM. He highlighted the agenda and the special meeting notice. The meeting will be held jointly with the Port of Skagit County and Skagit County. Peter Janicki will give a presentation on the Omniprocessor and his vision for a research and development center at the Northern State Hospital site for Janicki BioEnergy.

Discussion ensued regarding annexation process, site plan and the annual trip to Olympia for meeting with legislatures.

Mayor Anderson thanked Councilmember Wagoner for representing the City and providing testimony on the bills regarding Northern State. He represented Sedro-Woolley well.

Councilmember Kornegay – thanked the Mayor for the opportunity to attend the Community Action meeting.

Councilmember Sandström – noted he has a conflicting obligation on Friday and will not be able to attend the special council meeting. Sandström did express his support for the annexation and the project as a whole.

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

The meeting adjourned at 7:55 P.M.

MAR 11 2015

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

-----  
CITY OF SEDRO-WOOLLEY  
-----

Special Meeting of the City Council

February 27, 2015 – 10:30 A.M. – City of Sedro-Woolley Council Chambers

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Kevin Loy, Germaine Kornegay, Brenda Kinzer Keith Wagoner, Hugh Galbraith and Rick Lemley. Staff: City Supervisor/Attorney Berg. Other staff members were present in the audience.

Mayor Mike Anderson welcomed everyone to the meeting and called the City of Sedro-Woolley Special Council meeting to order at 10:30 A.M.

The Port of Skagit County meeting was called to order at 10:30 A.M. by Commissioner Bill Shuler with all commission members present as well as staff member Patsy Martin.

The Skagit County Commissioner's meeting was called to order by Commissioner Ken Dalstead. In attendance was Commissioner's Dalstead and Wesen and staff member Tim Holloran. Dalstead read a letter from Commissioner Lisa Janicki recusing herself from the meeting due to an appearance of perceived conflict.

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

Peter Janicki gave a presentation about his new company, Janicki BioEnergy and the newly invented OmniProcessor, as well as his plans for growing on to the Northern State Campus.

Public comments were received.

Patsy Martin presented the revised and updated draft interlocal agreement.

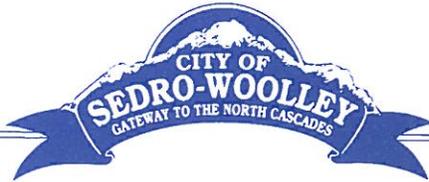
Councilmember Galbraith moved to approve the interlocal agreement. Seconded by Councilmember Kornegay. Motion carried (6-0). The same motion was also adopted by both the Port of Skagit County and the Skagit County Commissioners.

Peter Janicki gave an additional presentation using slides with a question and answer period following.

The meeting was adjourned at approximately 11:50 A.M.

MAR 11 2015

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



DATE: March 11, 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 March 11, 2015.

Motion to approve Claim Checks #181074 to #181159 in the amount of \$200,925.12.

Motion to approve Payroll Checks #58474 to #58492 plus EFT's in the amount of \$255,828.82.

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

02/26/2015 To: 03/11/2015

Time: 15:04:08 Date: 03/05/2015  
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1347	03/04/2015	Claims	2	181074	James Hannawalt	90.00	
					001 - 521 40 43 000 - Travel	90.00	
1373	03/11/2015	Claims	2	181075	ATV Signs	162.75	
					412 - 537 80 31 000 - Operating Supplies	162.75	
1374	03/11/2015	Claims	2	181076	AWC	1,111.00	
					401 - 535 80 49 010 - Misc-Dues/Subscriptions	370.33	
					102 - 536 20 49 010 - Misc-Tuition/Registration	61.73	
					412 - 537 80 41 000 - Professional Services	308.60	
					103 - 542 30 49 040 - CDL Endorcement Fees	246.89	
					101 - 576 80 49 020 - Misc-Dues/CDL/Background	123.45	
1375	03/11/2015	Claims	2	181077	Aaction Excavation Inc	9,717.78	
					401 - 535 50 48 010 - Maintenance Of Lines	9,717.78	
1376	03/11/2015	Claims	2	181078	All-Phase Electric	294.00	
					001 - 522 50 48 020 - Repair/Maint-Garage	4.52	
					401 - 535 50 48 020 - Maint Of Pumping Equip	216.57	
					103 - 542 30 31 000 - Operating Supplies	72.91	
1377	03/11/2015	Claims	2	181079	Alpine Fire & Safety	252.09	
					001 - 521 20 31 002 - Office/Operating Supplies	159.72	
					001 - 522 20 31 000 - Operating Supplies	92.37	
1378	03/11/2015	Claims	2	181080	Aramark Uniform Services	24.86	
					401 - 535 80 49 000 - Laundry	7.82	
					401 - 535 80 49 000 - Laundry	7.82	
					103 - 542 30 49 000 - Misc-Laundry	4.61	
					103 - 542 30 49 000 - Misc-Laundry	4.61	
1379	03/11/2015	Claims	2	181081	Archaeology	39.95	
					105 - 594 72 64 000 - Books & Materials	39.95	
1380	03/11/2015	Claims	2	181082	Assoc Petroleum Products	8,068.55	
					001 - 518 20 32 000 - Auto Fuel	69.65	
					001 - 521 20 32 000 - Auto Fuel	963.54	
					001 - 522 20 32 000 - Auto Fuel/Diesel	445.69	
					001 - 523 20 32 000 - Auto Fuel	28.59	
					001 - 523 20 32 000 - Auto Fuel	39.04	
					001 - 523 20 32 000 - Auto Fuel	38.15	
					425 - 531 50 32 000 - Vehicle Fuel	106.10	
					425 - 531 50 32 000 - Vehicle Fuel	79.40	
					425 - 531 50 32 000 - Vehicle Fuel	66.53	
					401 - 535 80 32 000 - Auto Fuel/Diesel	130.58	
					401 - 535 80 32 000 - Auto Fuel/Diesel	51.94	
					401 - 535 80 32 000 - Auto Fuel/Diesel	53.35	
					412 - 537 80 32 000 - Auto Fuel/Diesel	964.93	
					412 - 537 80 32 000 - Auto Fuel/Diesel	1,158.83	
					412 - 537 80 32 000 - Auto Fuel/Diesel	1,405.24	
					412 - 537 80 32 000 - Auto Fuel/Diesel	1,010.84	
					412 - 537 80 32 000 - Auto Fuel/Diesel	126.90	
					103 - 542 30 32 000 - Auto Fuel/Diesel	225.79	
					103 - 542 30 32 000 - Auto Fuel/Diesel	79.40	
					103 - 542 30 32 000 - Auto Fuel/Diesel	153.52	
					103 - 542 30 32 000 - Auto Fuel/Diesel	282.74	
					103 - 542 30 32 000 - Auto Fuel/Diesel	205.58	
					103 - 542 30 32 000 - Auto Fuel/Diesel	357.71	
					101 - 576 80 32 000 - Auto Fuel/Diesel	24.51	
1381	03/11/2015	Claims	2	181083	Bay City Supply	102.19	
					101 - 576 80 31 006 - Operating Sup - City Hall	102.19	
1382	03/11/2015	Claims	2	181084	Blumenthal Uniform & Equip	902.20	

# CHECK REGISTER

City Of Sedro-Woolley  
MCAG #: 0647

02/26/2015 To: 03/11/2015

Time: 15:04:08 Date: 03/05/2015  
Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 521 20 26 000		- Uniforms/Accessories	65.09	
			001 - 521 20 26 000		- Uniforms/Accessories	439.77	
			001 - 521 20 26 000		- Uniforms/Accessories	374.03	
			001 - 521 20 26 000		- Uniforms/Accessories	23.31	
<b>1383</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181085</b>	<b>Boulder Park Inc</b>		<b>7,329.05</b>
			401 - 535 80 35 020		- Solids Handling	7,329.05	
<b>1384</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181086</b>	<b>Carl's Towing Inc</b>		<b>487.18</b>
			001 - 521 20 41 001		- Professional Services	194.22	
			001 - 522 20 48 000		- Repairs/Maint-Equip	157.33	
			001 - 522 20 48 000		- Repairs/Maint-Equip	135.63	
<b>1385</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181087</b>	<b>Carrot-Top Industries Inc</b>		<b>161.65</b>
			001 - 522 20 31 001		- Flags	161.65	
<b>1386</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181088</b>	<b>Cities Insurance Assoc</b>		<b>619.96</b>
			001 - 521 20 46 000		- Insurance	619.96	
<b>1387</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181089</b>	<b>Collins Office Supply Inc</b>		<b>95.34</b>
			001 - 514 23 31 000		- Supplies	95.34	
<b>1388</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181090</b>	<b>Data Base Records Destruction LLC</b>		<b>109.08</b>
			001 - 512 50 31 000		- Supplies	22.39	
			001 - 514 23 31 000		- Supplies	22.39	
			001 - 521 20 31 002		- Office/Operating Supplies	44.78	
			001 - 524 20 31 000		- Off/Oper Supps & Books	6.51	
			001 - 558 60 31 000		- Supplies/Books	6.51	
			001 - 595 10 31 000		- Supplies	6.50	
<b>1389</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181091</b>	<b>Day Wireless Systems Inc</b>		<b>318.78</b>
			001 - 594 21 64 000		- Machinery & Equipment	318.78	
<b>1390</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181092</b>	<b>Denbow</b>		<b>5,755.00</b>
			101 - 594 76 61 000		- Riverfront Park	5,755.00	
<b>1391</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181093</b>	<b>E &amp; E Lumber</b>		<b>2,682.31</b>
			001 - 522 50 48 020		- Repair/Maint-Garage	380.84	
			412 - 537 50 48 010		- Repairs/Maint-Building	654.48	
			412 - 537 50 48 010		- Repairs/Maint-Building	21.92	
			412 - 537 80 31 000		- Operating Supplies	12.24	
			412 - 537 80 31 000		- Operating Supplies	53.32	
			412 - 537 80 31 000		- Operating Supplies	52.50	
			412 - 537 80 31 000		- Operating Supplies	11.21	
			412 - 537 80 35 000		- Small Tools & Minor Equip	223.97	
			103 - 542 30 31 000		- Operating Supplies	44.89	
			103 - 542 30 31 000		- Operating Supplies	163.15	
			103 - 542 30 31 000		- Operating Supplies	33.72	
			103 - 542 30 31 000		- Operating Supplies	64.84	
			101 - 576 80 31 001		- Operating Sup - Riverfront	5.05	
			101 - 576 80 31 001		- Operating Sup - Riverfront	7.64	
			101 - 576 80 31 001		- Operating Sup - Riverfront	22.45	
			101 - 576 80 35 000		- Small Tools & Minor Equip	9.17	
			101 - 576 80 35 000		- Small Tools & Minor Equip	29.56	
			101 - 576 80 48 009		- Hammer Square	99.60	
			101 - 576 80 48 009		- Hammer Square	37.52	
			101 - 594 76 61 000		- Riverfront Park	592.62	
			101 - 594 76 61 000		- Riverfront Park	161.62	
<b>1392</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181094</b>	<b>EDASC</b>		<b>380.00</b>
			001 - 513 10 49 000		- Tuition/Registration	380.00	

# CHECK REGISTER

City Of Sedro-Woolley  
MCAG #: 0647

02/26/2015 To: 03/11/2015

Time: 15:04:08 Date: 03/05/2015  
Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1393	03/11/2015	Claims	2	181095	Early Learning Public Libraries Ptn	88.00	
					105 - 572 20 34 001 - Early Literacy Program	88.00	
1394	03/11/2015	Claims	2	181096	Edge Analytical Inc	199.00	
					401 - 535 80 41 000 - Professional Services	35.00	
					401 - 535 80 41 000 - Professional Services	129.00	
					401 - 535 80 41 000 - Professional Services	35.00	
1395	03/11/2015	Claims	2	181097	Emergency Medical Products Inc	113.85	
					001 - 522 20 31 000 - Operating Supplies	113.85	
1396	03/11/2015	Claims	2	181098	Enterprise Office Systems	89.12	
					001 - 512 50 31 000 - Supplies	78.73	
					001 - 512 50 31 000 - Supplies	4.11	
					001 - 521 20 31 002 - Office/Operating Supplies	6.28	
1397	03/11/2015	Claims	2	181099	Fastenal Company	508.63	
					401 - 535 50 48 050 - Maint Of General Equip	152.36	
					412 - 537 80 31 000 - Operating Supplies	138.08	
					412 - 537 80 31 000 - Operating Supplies	55.39	
					412 - 537 80 31 000 - Operating Supplies	87.54	
					103 - 542 30 31 000 - Operating Supplies	75.26	
1398	03/11/2015	Claims	2	181100	Frontier Building Supply	14.27	
					101 - 576 80 48 001 - Riverfront	14.27	
1399	03/11/2015	Claims	2	181101	Frontier	967.55	
					001 - 521 20 42 020 - Telephone	70.97	
					001 - 521 20 42 020 - Telephone	63.77	
					401 - 535 80 42 020 - Telephone	277.31	
					102 - 536 20 42 020 - Telephone	84.94	
					412 - 537 80 42 020 - Telephone	103.72	
					105 - 572 20 42 020 - Telephone	148.55	
					101 - 576 80 47 070 - City Hall	76.33	
					101 - 576 80 47 070 - City Hall	141.96	
1400	03/11/2015	Claims	2	181102	General Fire Apparatus	81.38	
					001 - 522 20 35 000 - Small Tools & Minor Equip	81.38	
1401	03/11/2015	Claims	2	181103	Great America Financial Svcs	125.69	
					105 - 572 20 48 020 - Repair/Maintenance-Equip	125.69	
1402	03/11/2015	Claims	2	181104	Griffing Medical Associates P.S.	675.00	
					401 - 535 80 49 030 - Misc-Tuition/Registration	675.00	
1403	03/11/2015	Claims	2	181105	Guardian Security	2,277.00	
					001 - 522 50 49 050 - Fire/Theft Protection	276.00	
					101 - 576 80 48 004 - Community Center	276.00	
					101 - 576 80 48 005 - Senior Center	276.00	
					101 - 576 80 48 006 - Memorial Park	1,173.00	
					101 - 576 80 48 015 - Library	276.00	
1404	03/11/2015	Claims	2	181106	Hach Company	220.89	
					401 - 535 80 31 010 - Operating Supplies	220.89	
1405	03/11/2015	Claims	2	181107	Honey Bucket	75.00	
					101 - 576 80 47 090 - Portable Toilets	75.00	
1406	03/11/2015	Claims	2	181108	Ingram Library Services	253.11	
					105 - 594 72 64 000 - Books & Materials	24.85	
					105 - 594 72 64 000 - Books & Materials	36.24	
					105 - 594 72 64 000 - Books & Materials	155.49	

# CHECK REGISTER

City Of Sedro-Woolley  
MCAG #: 0647

02/26/2015 To: 03/11/2015

Time: 15:04:08 Date: 03/05/2015  
Page: 4

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			105 - 594 72 64 000		Books & Materials	23.65	
			105 - 594 72 64 000		Books & Materials	12.88	
<b>1407</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181109</b>	<b>Law Office of Glen Hoff</b>	<b>192.50</b>	
			001 - 515 93 41 001		Indigent Defense Conflict Coi	60.50	
			001 - 515 93 41 001		Indigent Defense Conflict Coi	44.00	
			001 - 515 93 41 001		Indigent Defense Conflict Coi	88.00	
<b>1408</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181110</b>	<b>Lithtex NW</b>	<b>514.68</b>	
			001 - 512 50 31 000		Supplies	149.32	
			001 - 512 50 31 000		Supplies	154.76	
			412 - 537 80 31 000		Operating Supplies	210.60	
<b>1409</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181111</b>	<b>Lynn Peavey Company</b>	<b>158.36</b>	
			001 - 521 20 31 002		Office/Operating Supplies	158.36	
<b>1410</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181112</b>	<b>Martin Marietta Materials</b>	<b>529.53</b>	
			103 - 542 30 48 000		Repair/Maint-Streets	529.53	
<b>1411</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181113</b>	<b>Adrian Mintz</b>	<b>12.66</b>	
			001 - 522 20 42 010		Postage	12.66	
<b>1412</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181114</b>	<b>Jack R Moore</b>	<b>2,161.57</b>	
			001 - 524 20 41 000		Professional Services	2,161.57	
<b>1413</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181115</b>	<b>N W Regional Council</b>	<b>400.00</b>	
			001 - 521 10 48 000		Repair/Maintenance-Equip	400.00	
<b>1414</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181116</b>	<b>NW Communications Inc.</b>	<b>163.05</b>	
			001 - 594 21 64 000		Machinery & Equipment	163.05	
<b>1415</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181117</b>	<b>Northend Truck Equipment Inc</b>	<b>3,762.78</b>	
			401 - 535 50 48 040		Maintenance Of Vehicles	1,881.39	
			103 - 542 30 48 010		Repair/Maintenance-Equip	1,881.39	
<b>1416</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181118</b>	<b>Northup Group/dr Bill Ekemo</b>	<b>340.00</b>	
			001 - 521 20 41 001		Professional Services	340.00	
<b>1417</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181119</b>	<b>Northwest Performance Firearms</b>	<b>596.76</b>	
			109 - 594 21 64 109		Equipment	298.38	
			109 - 594 21 64 109		Equipment	298.38	
<b>1418</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181120</b>	<b>Oliver-Hammer Clothes</b>	<b>779.96</b>	
			401 - 535 80 31 010		Operating Supplies	202.83	
			401 - 535 80 35 010		Safety Equipment	162.73	
			102 - 536 20 35 010		Safety Equipment	246.25	
			412 - 537 80 31 000		Operating Supplies	168.15	
<b>1419</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181121</b>	<b>Overton Safety Training Inc</b>	<b>1,925.00</b>	
			412 - 537 80 49 015		Training	1,925.00	
<b>1420</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181122</b>	<b>PNCWA -- Treasurer</b>	<b>70.00</b>	
			401 - 535 80 49 010		Misc-Dues/Subscriptions	70.00	
<b>1421</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181123</b>	<b>Protech Automotive</b>	<b>267.26</b>	
			401 - 535 50 48 040		Maintenance Of Vehicles	267.26	
<b>1422</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181124</b>	<b>Puget Sound Energy</b>	<b>61,820.36</b>	
			001 - 521 20 47 000		Public Utilities	31.61	
			001 - 522 50 47 000		Public Utilities	132.94	
			425 - 531 50 47 000		Public Utilities	150.19	
			401 - 535 80 47 000		Public Utilities	11,861.95	
			102 - 536 20 47 000		Public Utilities	59.50	
			412 - 537 80 47 000		Public Utilities	233.38	
			103 - 542 63 47 000		Public Utilities	23,085.21	

# CHECK REGISTER

City Of Sedro-Woolley  
MCAG #: 0647

02/26/2015 To: 03/11/2015

Time: 15:04:08 Date: 03/05/2015  
Page: 5

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			103 - 542 63 47 000		Public Utilities	20,559.31	
			103 - 542 63 47 000		Public Utilities	100.25	
			103 - 542 63 47 000		Public Utilities	10.11	
			103 - 542 63 47 000		Public Utilities	224.43	
			103 - 542 63 47 000		Public Utilities	515.61	
			108 - 557 30 41 000		Advertising	23.78	
			105 - 572 20 47 000		Public Utilities	314.10	
			101 - 576 80 47 000		Riverfront	700.09	
			101 - 576 80 47 010		Community Center	238.01	
			101 - 576 80 47 020		Senior Center	441.31	
			101 - 576 80 47 040		Train	49.37	
			101 - 576 80 47 050		Hammer Square	309.12	
			101 - 576 80 47 051		Bingham / Memorial	93.98	
			101 - 576 80 47 052		Bingham Caretaker	129.49	
			101 - 576 80 47 052		Bingham Caretaker	23.60	
			101 - 576 80 47 053		Other Utilities	10.81	
			101 - 576 80 47 070		City Hall	2,428.29	
			104 - 595 30 63 080		Const-SR20 Cook Realign TI	93.92	
<b>1423</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181125</b>	<b>Ricoh USA Inc</b>		<b>382.26</b>
			001 - 521 20 48 000		Repairs & Maintenance	115.18	
			001 - 521 20 48 000		Repairs & Maintenance	75.95	
			001 - 522 20 45 000		Equipment Lease	75.95	
			001 - 522 20 48 000		Repairs/Maint-Equip	115.18	
<b>1424</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181126</b>	<b>Safety Meeting Outlines</b>		<b>122.00</b>
			401 - 535 80 31 010		Operating Supplies	40.66	
			412 - 537 80 49 015		Training	40.66	
			103 - 542 30 35 010		Safety Equipment	40.68	
<b>1425</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181127</b>	<b>Scientific Supply</b>		<b>227.80</b>
			401 - 535 80 31 010		Operating Supplies	227.80	
<b>1426</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181128</b>	<b>Sedro-Woolley Auto Parts</b>		<b>345.09</b>
			401 - 535 80 31 010		Operating Supplies	8.85	
			102 - 536 20 31 010		Operating Supplies	22.45	
			412 - 537 80 31 000		Operating Supplies	78.12	
			412 - 537 80 31 000		Operating Supplies	58.58	
			412 - 537 80 31 000		Operating Supplies	83.55	
			412 - 537 80 31 000		Operating Supplies	75.07	
			412 - 537 80 31 000		Operating Supplies	5.41	
			103 - 542 30 48 010		Repair/Maintenance-Equip	13.06	
<b>1427</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181129</b>	<b>Sedro-Woolley Volunteer</b>		<b>9,480.00</b>
			001 - 522 20 11 010		Salaries-Volunteers	9,480.00	
<b>1428</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181130</b>	<b>Seton Identification Products</b>		<b>63.84</b>
			412 - 537 80 31 000		Operating Supplies	63.84	
<b>1429</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181131</b>	<b>Seven Sisters Inc</b>		<b>2,569.86</b>
			412 - 537 50 48 010		Repairs/Maint-Building	2,569.86	
<b>1430</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181132</b>	<b>Skagit Co Health Dept</b>		<b>70.00</b>
			101 - 576 80 48 002		RV Park	70.00	
<b>1431</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181133</b>	<b>Skagit County Auditor</b>		<b>576.00</b>
			401 - 535 80 49 040		Misc-Filing Fees/Lien Exp	288.00	
			412 - 537 80 49 020		Misc-Filing Fees/Lien Exp	288.00	
<b>1432</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181134</b>	<b>Skagit County Office of Juvenile Court</b>		<b>248.00</b>
			001 - 523 60 51 000		Prisoners	248.00	
<b>1433</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181135</b>	<b>Skagit County Treasurer</b>		<b>39,998.15</b>

# CHECK REGISTER

City Of Sedro-Woolley  
MCAG #: 0647

02/26/2015 To: 03/11/2015

Time: 15:04:08 Date: 03/05/2015  
Page: 6

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			114 - 523 60 51 022		Jail Sales Tax Pass Through 2	39,871.70	
			001 - 586 00 00 001		Crime Victim & Witnss Prog	126.45	
<b>1434</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181136</b>	<b>Skagit County Treasurer</b>		<b>47.90</b>
			425 - 531 50 44 000		Taxes & Assessments	10.00	
			401 - 535 80 44 010		Taxes & Assessments	17.90	
			401 - 535 80 44 010		Taxes & Assessments	10.00	
			103 - 542 65 44 000		Taxes & Assessments	10.00	
<b>1435</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181137</b>	<b>Skagit Farmers Supply</b>		<b>635.62</b>
			101 - 576 80 31 001		Operating Sup - Riverfront	84.62	
			101 - 594 76 61 000		Riverfront Park	425.17	
			101 - 594 76 61 000		Riverfront Park	93.29	
			101 - 594 76 61 000		Riverfront Park	32.54	
<b>1436</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181138</b>	<b>Skagit Publishing</b>		<b>312.97</b>
			001 - 521 20 31 010		Printing/Publications	170.54	
			001 - 558 60 41 010		Advertising	142.43	
<b>1437</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181139</b>	<b>Skagit River Steel</b>		<b>798.10</b>
			412 - 537 80 31 000		Operating Supplies	21.70	
			101 - 576 80 48 009		Hammer Square	776.40	
<b>1438</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181140</b>	<b>Skagit Valley Herald</b>		<b>182.00</b>
			001 - 524 20 49 010		Misc-Dues	60.67	
			001 - 558 60 49 010		Dues/Subscript/Membership	60.66	
			001 - 595 10 49 000		Dues/Memberships	60.67	
<b>1439</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181141</b>	<b>Solid Waste Systems Inc</b>		<b>1,334.10</b>
			412 - 537 50 48 000		Repairs/maint-equip	1,334.10	
<b>1440</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181142</b>	<b>Staples Business Advantage</b>		<b>399.82</b>
			001 - 514 23 31 000		Supplies	185.43	
			001 - 521 20 31 002		Office/Operating Supplies	53.15	
			001 - 521 20 31 002		Office/Operating Supplies	161.24	
<b>1441</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181143</b>	<b>Summit Law Group</b>		<b>168.00</b>
			001 - 513 10 41 000		Negotiations	168.00	
<b>1442</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181144</b>	<b>Synter Recource Group, LLC</b>		<b>59.52</b>
			001 - 522 20 42 010		Postage	12.82	
			001 - 522 20 42 010		Postage	11.75	
			401 - 535 80 31 010		Operating Supplies	32.97	
			401 - 535 80 31 010		Operating Supplies	1.98	
<b>1443</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181145</b>	<b>True Value</b>		<b>310.02</b>
			001 - 522 20 31 000		Operating Supplies	21.68	
			401 - 535 80 31 010		Operating Supplies	1.39	
			412 - 537 80 31 000		Operating Supplies	110.17	
			412 - 537 80 31 000		Operating Supplies	98.69	
			101 - 576 80 48 009		Hammer Square	78.09	
<b>1444</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181146</b>	<b>William L Tucker</b>		<b>43.50</b>
			001 - 594 21 64 000		Machinery & Equipment	43.50	
<b>1445</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181147</b>	<b>USA Blue Book</b>		<b>152.41</b>
			401 - 535 80 31 010		Operating Supplies	152.41	
<b>1446</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181148</b>	<b>United Laboratories</b>		<b>393.01</b>
			401 - 535 80 31 010		Operating Supplies	145.54	
			101 - 576 80 31 001		Operating Sup - Riverfront	247.47	
<b>1447</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181149</b>	<b>Valley Auto Supply</b>		<b>41.18</b>
			401 - 535 50 48 040		Maintenance Of Vehicles	11.92	
			412 - 537 50 48 000		Repairs/maint-equip	29.26	

# CHECK REGISTER

City Of Sedro-Woolley  
MCAG #: 0647

02/26/2015 To: 03/11/2015

Time: 15:04:08 Date: 03/05/2015  
Page: 7

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
<b>1448</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181150</b>	<b>Paula Vanderpool</b>	<b>300.00</b>	
					001 - 521 20 49 000 - Professional Development	300.00	
<b>1449</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181151</b>	<b>Verizon Wireless</b>	<b>2,439.23</b>	
					001 - 513 10 42 020 - Telephone	54.97	
					001 - 514 23 42 020 - Telephone	54.97	
					001 - 515 30 42 001 - Telephone	54.97	
					001 - 518 80 42 020 - Telephone	78.97	
					001 - 521 20 42 020 - Telephone	155.13	
					001 - 521 20 42 020 - Telephone	384.79	
					001 - 521 20 42 020 - Telephone	452.48	
					001 - 522 20 42 020 - Telephone	72.96	
					001 - 522 20 42 020 - Telephone	323.20	
					401 - 535 80 42 030 - Nextel Cell Phones	138.03	
					401 - 535 80 42 030 - Nextel Cell Phones	44.64	
					102 - 536 20 42 020 - Telephone	53.90	
					412 - 537 80 42 025 - Nextel Cell Phones	18.26	
					412 - 537 80 42 025 - Nextel Cell Phones	164.91	
					103 - 542 30 42 020 - Telephone	110.37	
					101 - 576 80 42 020 - Telephone	72.96	
					101 - 576 80 42 020 - Telephone	54.97	
					001 - 595 10 42 025 - Cell Phones	18.81	
					001 - 595 10 42 025 - Cell Phones	129.94	
<b>1450</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181152</b>	<b>WA St Dept Of Prof Licen</b>	<b>252.00</b>	
					001 - 521 20 51 000 - Intergov Svc-Gun Permits	252.00	
<b>1451</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181153</b>	<b>WA St Dept Of Trans</b>	<b>42.48</b>	
					104 - 595 10 63 040 - Eng-SR9 Jameson	42.48	
<b>1452</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181154</b>	<b>WA St Off Of Treasurer</b>	<b>7,473.03</b>	
					001 - 386 90 00 000 - State Remittances-Court	-7,473.03	
<b>1453</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181155</b>	<b>Keith Wagoner</b>	<b>472.15</b>	
					001 - 511 60 43 000 - Travel	472.15	
<b>1454</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181156</b>	<b>Wire Works LLC</b>	<b>11,092.79</b>	
					501 - 594 21 64 501 - Vehicles - Police	11,092.79	
<b>1455</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181157</b>	<b>Without-A-Trace Stump Service</b>	<b>406.88</b>	
					101 - 576 80 48 015 - Library	206.88	
					101 - 594 76 64 001 - Holiday Displays	200.00	
<b>1456</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181158</b>	<b>Womer &amp; Associates Inc</b>	<b>200.00</b>	
					001 - 522 20 41 000 - Professional Services	200.00	
<b>1457</b>	<b>03/11/2015</b>	<b>Claims</b>	<b>2</b>	<b>181159</b>	<b>Wood's Logging Supply Inc</b>	<b>1,198.73</b>	
					001 - 522 20 31 000 - Operating Supplies	20.62	
					401 - 535 50 48 050 - Maint Of General Equip	35.65	
					102 - 536 20 31 010 - Operating Supplies	24.95	
					102 - 536 20 35 000 - Small Tools/Minor Equip	35.78	
					102 - 536 20 35 000 - Small Tools/Minor Equip	47.73	
					102 - 536 20 35 000 - Small Tools/Minor Equip	16.26	
					101 - 594 76 61 000 - Riverfront Park	508.87	
					101 - 594 76 61 000 - Riverfront Park	508.87	
					001 Current Expense Fund	31,866.40	
					101 Parks & Facilities Fund	17,063.14	
					102 Cemetery Fund	653.49	
					103 Street Fund	49,095.57	
					104 Arterial Street Fund	136.40	
					105 Library Fund	969.40	



MAR 11 2015

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

FIRST AMENDMENT TO  
INTERLOCAL AGREEMENT FOR PROVISION  
OF COMMUNITY HEALTHCARE SERVICES  
BETWEEN  
SKAGIT COUNTY PUBLIC HOSPITAL DISTRICT NO. 1  
AND  
THE CITY OF SEDRO WOOLLEY

---

This FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR PROVISION OF COMMUNITY HEALTHCARE SERVICES BETWEEN SKAGIT COUNTY PUBLIC HOSPITAL DISTRICT NO. 1 AND THE CITY OF SEDRO WOOLLEY ("Amendment") is made this \_\_\_\_ day of February, 2015, by and between Skagit County Public Hospital District No. 1, doing business as Skagit Regional Health ("SRH") and the City of Sedro Woolley, a Washington municipal corporation ("City").

**I. RECITALS**

**WHEREAS**, SRH and the City entered into that certain INTERLOCAL AGREEMENT FOR PROVISION OF COMMUNITY HEALTHCARE SERVICES BETWEEN SKAGIT COUNTY PUBLIC HOSPITAL DISTRICT NO. 1 AND THE CITY OF SEDRO WOOLLEY dated December 10, 2014 (the "Agreement"); and

**WHEREAS**, the Agreement, due to a scrivener's error, set forth an incorrect amount, THIRTY-TWO THOUSAND SIX HUNDRED SIXTY-EIGHT & 87/100 DOLLARS (\$32,668.87), for the payment from SRH to the City, which payment has been made by SRH and received by the City; and

**WHEREAS**, the proper amount to be paid by SRH to the City is TWENTY-EIGHT THOUSAND FOUR HUNDRED THIRTY-ONE & 96/100 DOLLARS (\$28,431.96), resulting in an over-payment of FOUR THOUSAND TWO HUNDRED THIRTY-SIX & 91/100 DOLLARS (\$4,236.91);

**WHEREAS**, the City and SRH have agreed: (a) to amend the Agreement so it reflects the proper amount to be paid by SRH; and (b) that the City will refund the over-payment to SRH;

**NOW THEREFORE**, it is hereby agreed between the parties as follows:

**II. AGREEMENT**

A. The parties hereby agree that the Agreement should be and is hereby amended such that Paragraph No. 1, "Supplemental Funding," is replaced and shall hereafter read in its entirety as follows:

1. Supplemental Funding. SRH hereby agrees to provide funds to the City as a onetime payment in the amount of amount of TWENTY-EIGHT THOUSAND FOUR HUNDRED THIRTY-ONE & 96/100 DOLLARS (\$28,431.96) subject to the following terms and conditions:

a. The City agrees to utilize the foregoing funds to provide paramedics/EMT services and the operation of an emergency medical clinic within the City.

b. The City shall incorporate the use of the foregoing funds in its budget or through budget amendment to fund operations as described above.

c. The City agrees to indemnify and hold harmless SRH from any and all liability for personal injury and property damage related to the use of the foregoing funds. The City further agrees to waive its immunity under the Washington industrial insurance act solely to carry out its foregoing indemnity obligation in favor of SRH and for no other third person or entity.

The balance of the Agreement shall otherwise remain in full force and effect.

B. The City shall in due course refund the amount of FOUR THOUSAND TWO HUNDRED THIRTY-SIX & 91/100 DOLLARS (\$4,236.91) TO SRH.

**SKAGIT COUNTY  
PUBLIC HOSPITAL DISTRICT NO. 1**

By: \_\_\_\_\_  
Gregg A. Davidson, CEO/Superintendent

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Bradford E. Furlong, Legal Counsel

THIS AGREEMENT, HAVING BEEN APPROVED BY THE COMMISSIONERS OF SKAGIT COUNTY PUBLIC HOSPITAL DISTRICT NO. 1 AND THE SEDRO WOOLLEY CITY COUNCIL, IS EXECUTED BY THE PARTIES AS FOLLOWS:

CITY OF SEDRO WOOLLEY

By: \_\_\_\_\_  
Mayor Mike Anderson

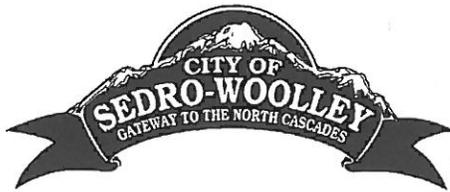
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Patsy Nelson, Finance Director/Clerk Treasurer

APPROVED AS TO FORM:

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



CITY COUNCIL AGENDA  
REGULAR MEETING

MAR 11 2015

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

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

Mark A. Freiberger, PE  
Director of Public Works

MEMO TO: City Council and Mayor Mike Anderson  
FROM: Mark A. Freiberger, PE  
RE: **Possible bid award – Public Works Agreement Nos. 2015-PW-07 thru 14  
Miscellaneous On-Call and Preventative Maintenance Services**  
DATE: March 4, 2015 (for Council action March 11, 2015)

**ISSUE**

Should Mayor Anderson execute the attached Public Works Agreement Nos. 2015-PW-07 thru 14 for miscellaneous 2015 On-Call maintenance services as shown below?

**BACKGROUND/DISCUSSION**

The city closed bids on February 19, 2015 under the MRSC Small Works Roster process for the following contracts:

- 2015 On-Call Construction Services for Miscellaneous Construction Services of an Emergent Nature
- 2015 On-Call Electrical Services for Miscellaneous Electrical Services of an Emergent Nature
- 2015 HVAC Annual Preventative Maintenance and On-Call Services
- 2015 Back-up Generator Maintenance and On-Call Services

Bid tabulations for each bid are attached.

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

Contract	Contractor	Not-to-Exceed Total
2015-PW-07	P & P Excavating, Bellingham, WA	\$35,000
2015-PW-08	Aaction Excavating Inc., Bow, WA (back-up)	\$35,000
2015-PW-09	B.A. Van De Grift Inc., Mount Vernon (back-up)	\$35,000
2015-PW-10	Bonner Electrical Contracting, Mount Vernon	\$25,000
2015-PW-11	Seven Sisters Inc., Sedro-Woolley, WA (back-up)	\$25,000
2015-PW-12	Andgar Corporation, Ferndale, WA	\$35,000
2015-PW-13	McKinstry Co., LLC, Seattle, WA (back-up)	\$35,000
2015-PW-14	Generator Services NW LLC, Lynnwood, WA	\$25,000

**FINANCE**

The work will be generally funded as follows:

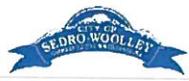
- 576.80.48.001 – 022.101 Repair & Maintenance – per facility - \$78,700 (Contracts 2015-PW-10, 11, 12, 13 and 14)
- 535.50.48.010.401 WTF Maintenance of Lines - \$75,000 (Contracts 2015-PW-07 to 09)
- 535.50.48.050.401 WTF Maintenance of General Equipment - \$80,000 (Contracts 2013-PW-10, 11, and 14)

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

**MOTION:**

**Move to authorize Mayor Anderson to execute the attached Public Works Agreement Nos. 2015-PW-07 thru 14 for miscellaneous 2015 On-Call and Preventative Maintenance Services as detailed above.**

Sedro-Woolley  
City Council Packet  
Page 22 of 110



**2015 ON-CALL CONSTRUCTION SERVICES  
FINAL - BID COMPARISON**

Bid Date: February 19, 2015, 2:00PM

By: Julie Rosario, PW Assistant

			P & P Excavating LLC Bellingham, WA		Aaction Excavating Inc. Bow, WA		B.A. Van De Grift Inc. Mount Vernon, WA		Interwest Construction Inc. Burlington, WA		Ram Construction General Contractors Inc. Bellingham, WA	
TYPICAL ONE DAY DIG <sup>1</sup>	QUANT	UNIT	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL
Foreman	8.00	Hours	70.00	560.00	70.00	560.00	72.00	576.00	73.00	584.00	81.72	653.76
Operator	8.00	Hours	70.00	560.00	68.00	544.00	70.00	560.00	69.00	552.00	80.00	640.00
Pipe Layer	16.00	Hours	65.00	1,040.00	60.00	960.00	60.00	960.00	59.00	944.00	64.71	1,035.36
Flagger	16.00	Hours	50.00	800.00	45.00	720.00	48.00	768.00	49.00	784.00	54.21	867.36
Pickup with Tools	8.00	Hours	7.50	60.00	7.00	56.00	12.00	96.00	25.00	200.00	25.00	200.00
Service Truck with Tools	8.00	Hours	10.00	80.00	10.00	80.00	25.00	200.00	40.00	320.00	30.00	240.00
Air Compressor with Tools	8.00	Hours	15.00	120.00	50.00	400.00	20.00	160.00	20.00	160.00	10.00	80.00
Dump Truck	8.00	Hours	50.00	400.00	50.00	400.00	60.00	480.00	130.00	1,040.00	115.00	920.00
Excavator, 6-8 Ton (Deere 160LC or equiva	8.00	Hours	50.00	400.00	50.00	400.00	50.00	400.00	110.00	880.00	65.00	520.00
Hoe-Pac Excavator Attachment	8.00	Hours	10.00	80.00	5.00	40.00	5.00	40.00	15.00	120.00	15.00	120.00
Rubber Tire Loader	8.00	Hours	30.00	240.00	25.00	200.00	35.00	280.00	75.00	600.00	53.00	424.00
Jumping Jack Compactor	8.00	Hours	5.00	40.00	5.00	40.00	5.00	40.00	8.00	64.00	5.00	40.00
Trench Box	1.00	Day	75.00	75.00	200.00	200.00	250.00	250.00	50.00	50.00	100.00	100.00
2" Trash Pump w/Hoses	1.00	Day	5.00	5.00	1.00	1.00	40.00	40.00	40.00	40.00	50.00	50.00
Traffic Control Devices	1.00	Day	1.50	1.50	1.00	1.00	25.00	25.00	75.00	75.00	150.00	150.00
Materials (bid allowance)	1,000.00	LS		1,000.00		1,000.00		1,000.00		1,000.00		1,000.00
Markup on Materials at Contractor rate	1,000.00	%	0.15	150.00	0.15	150.00	0.10	100.00	0.12	120.00	0.15	150.00
Mobilization/Demobilization	1.00	LS	200.00	200.00	240.00	240.00	250.00	250.00	1,200.00	1,200.00	2,250.00	2,250.00
<b>Subtotal</b>				<b>5,811.50</b>		<b>5,992.00</b>		<b>6,225.00</b>		<b>8,733.00</b>		<b>9,440.48</b>
WSST at 8.5%				493.98		509.32		529.13		742.31		802.44
<b>TOTAL</b>				<b>6,305.48</b>		<b>6,501.32</b>		<b>6,754.13</b>		<b>9,475.31</b>		<b>10,242.92</b>
<b>Markup Rate for Materials</b>				15%		15%		10%				
<b>POSITION</b>				<b>LOW</b>		<b>1</b>		<b>2</b>		<b>3</b>		<b>4</b>
<b>NOTES</b>	<p>1. Project assumes a one day repair of a sewer main at 10' depth in a city street with groundwater.                  2. Mobilization/Demobilization (Round Trip) - One mobilization/demobilization will be paid per project, unless agreed to otherwise.</p>											
Corrections made to calculations				Yes		No		No		No		No
MRSC				Yes		Yes		Yes		Yes		Yes



CITY OF SEDRO-WOOLLEY  
 2015 ON-CALL ELECTRICAL SERVICES  
**FINAL - BID COMPARISON**  
 Bid Opening: February 19, 2015, 2:00PM

ONE DAY ELECTRICAL REPAIR PROJECT FOR BID COMPARISON

Contractor Name:

ITEM	QUANTITY	UNIT	Bonner Electrical Contracting Mount Vernon, WA		Seven Sisters Inc. Sedro-Woolley, WA		Dahl Electric Inc. Burlington, WA	
			RATE	TOTAL	RATE	TOTAL	RATE	TOTAL
Journeyman Electrician (Note 1)	16.00	Hour	59.00	944.00	67.85	1,085.60	83.70	1,339.20
Service Truck with Tools (Note 1)	16.00	Hour	3.00	48.00	7.50	120.00		-
Mobilization/Demobilization (Note 2)	1.00	LS	62.00	62.00		-		-
Materials (Note 3)	1.00	EST		500.00		500.00		500.00
Markup on Materials (Note 3)	%	%	10%	50.00	14%	70.00	24%	120.00
<b>SUBTOTAL</b>				<b>1,604.00</b>		<b>1,775.60</b>		<b>1,959.20</b>
WASHINGTON STATE SALES TAX AT 8.5%				136.34		150.93		166.53
<b>TOTAL</b>				<b>\$ 1,740.34</b>		<b>\$ 1,926.53</b>		<b>\$ 2,125.73</b>

Markup Rate for Materials

Overtime Rate, Per Hour

MRSC

Corrections

NOTES:

- Project assumes a two day repair during normal working hours of a miscellaneous electrical problem at the Wastewater Treatment Plant.
- Mobilization/Demobilization (Round Trip) - One mobilization/demobilization will be paid per task order, unless agreed to otherwise.
- Contractor's markup rate to be applied to \$500 Material allowance for comparison purposes.

10%	14%	24%
\$ 81.00	\$ 92.33	\$ 125.55
Yes No	Yes No	Yes Yes

Mob is portal to portal at unit rate

Mob is portal to portal at unit rate

Mob is portal to portal at unit rate



**CITY OF SEDRO-WOOLLEY**  
 2015 HVAC Preventative Maintenance and On-Call Services  
**FINAL - BID COMPARISON**  
 Bid Opening: February 19, 2015, 2:00PM

Contractor Name:				Andgar Corporation Ferndale, WA		McKinstry Co., LLC Seattle, WA		DK Systems Inc. Burlington, WA		Hermanson Company LLP Kent, WA		R & H Mechanical Inc. Burlington, WA	
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
<b>Schedule 1 - Annual Preventative Maintenance</b>													
1	Sedro-Woolley Municipal Building, 325 Metcalf	1.00	LS	1,350.00	1,350.00	1,540.00	1,540.00	2,613.50	2,613.50	4,521.57	4,521.57	4,406.00	4,406.00
2	Sedro-Woolley Public Library, 802 Ball Street	1.00	LS	139.00	139.00	320.00	320.00	250.50	250.50	852.68	852.68	713.00	713.00
3	Sedro-Woolley Community Center, 703 Pacific	1.00	LS	114.00	114.00	142.00	142.00	155.50	155.50	344.68	344.68	803.00	803.00
4	Sedro-Woolley Senior Center, 715 Pacific	1.00	LS	313.00	313.00	340.00	340.00	271.50	271.50	702.95	702.95	1,145.00	1,145.00
5	Parks & Recreation Office, 340 Bingham Park Loop	1.00	LS	110.00	110.00	200.00	200.00	193.25	193.25	521.59	521.59	509.00	509.00
6	Police Evidence Garage, 300 Metcalf	1.00	LS	78.00	78.00	112.00	112.00	111.25	111.25	267.59	267.59	419.00	419.00
7	Fire Station No. 2, 1218 Township	1.00	LS	158.00	158.00	480.00	480.00	257.50	257.50	421.77	421.77	962.00	962.00
<b>Subtotal:</b>					<b>2,262.00</b>		<b>3,134.00</b>		<b>3,853.00</b>		<b>7,632.83</b>		<b>8,957.00</b>
<b>Schedule 2 - On-Call HVAC Services (Typical call out) - Hourly</b>													
8	Journeyman HVAC Technician, Straight Time	8.00	Hours	100.00	800.00	118.00	944.00	100.00	800.00	125.00	1,000.00	95.00	760.00
9	Journeyman HVAC Technician, Overtime	2.00	Hours	150.00	300.00	177.00	354.00	150.00	300.00	187.50	375.00	142.50	285.00
10	Service Truck with Tools	10.00	Hours	-	-	-	-	-	-	-	-	-	-
11	Mobilization/Demobilization (if not incl in hourly rate)	1.00	LS	50.00	50.00	50.00	50.00	30.00	30.00	50.00	50.00	-	-
12	Materials (bid allowance)	1.00	LS	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00
13	Markup on Materials at Contractor rate	500.00	%	0.40	200.00	0.32	160.00	0.30	150.00	0.25	125.00	0.35	175.00
<b>Subtotal:</b>					<b>1,850.00</b>		<b>2,008.00</b>		<b>1,780.00</b>		<b>2,050.00</b>		<b>1,720.00</b>
<b>SUBTOTAL</b>					<b>4,112.00</b>		<b>5,142.00</b>		<b>5,633.00</b>		<b>9,682.83</b>		<b>10,677.00</b>
WASHINGTON STATE SALES TAX AT 8.5%					349.52		437.07		478.81		823.04		907.55
<b>TOTAL</b>					<b>4,461.52</b>		<b>5,579.07</b>		<b>6,111.81</b>		<b>10,505.87</b>		<b>11,584.55</b>

**Markup Rate for Materials:**

Corrections made to calculations

MRSC

NOTES:

40%	32%	30%	25%	35%
No	Yes	Yes	No	Yes
Yes	Yes	Yes	Yes	No

1. Schedule 1 project is for Annual Preventative HVAC Maintenance at various city facilities.

2. Schedule 2 project assumes a one day repair during normal working hours of miscellaneous HVAC issues within the City of Sedro-Woolley at various locations.



**CITY OF SEDRO-WOOLLEY**  
 2015 Backup Generator Maintenance and On-Call Services  
**FINAL - BID COMPARISON**  
 Bid Opening: FEBRUARY 19, 2015, 2:00PM

Contractor Name:				Generator Services NW LLC Lynnwood, WA		Pacific Power Generation Kent, WA		Andgar Corporation Ferndale, WA		Tacoma Diesel & Equipment Inc. Tacoma, WA	
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
<b>Schedule 1 - Annual and Quarterly Preventative Maintenance</b>											
1	Thirteen (13) Backup Generators Sets	1.00	LS	11,000.00	11,000.00	18,000.00	18,000.00	26,513.00	26,513.00	53,200.00	53,200.00
<b>Subtotal:</b>					<b>11,000.00</b>	<b>18,000.00</b>	<b>26,513.00</b>	<b>26,513.00</b>	<b>53,200.00</b>	<b>53,200.00</b>	
<b>Schedule 2 - On-Call Repairs and Service (Typical call out) - Hourly</b>											
1	Journeyman Wage, Straight Time	8.00	Hours	-	-	110.00	880.00	90.00	720.00	150.00	1,200.00
2	Service Truck with Tools	8.00	Hours	95.00	760.00	-	-	-	-	-	-
3	Materials (bid allowance)	500.00	LS	1.00	500.00	1.00	500.00	1.00	500.00	1.00	500.00
4	Markup on Materials	500.00	%	0.20	100.00	0.25	125.00	0.30	150.00	0.33	165.00
5	Mobilization/Demobilization (if not incl in hourly rate)	1.00	LS	100.00	100.00	161.50	161.50	100.00	100.00	-	-
<b>Subtotal:</b>					<b>1,460.00</b>	<b>1,666.50</b>	<b>1,470.00</b>	<b>1,470.00</b>	<b>1,865.00</b>	<b>1,865.00</b>	
<b>SUBTOTAL</b>					<b>12,460.00</b>	<b>19,666.50</b>	<b>27,983.00</b>	<b>27,983.00</b>	<b>55,065.00</b>	<b>55,065.00</b>	
WASHINGTON STATE SALES TAX AT 8.5%					1,059.10	1,671.65	2,378.56	2,378.56	4,680.53	4,680.53	
<b>TOTAL</b>					<b>13,519.10</b>	<b>21,338.15</b>	<b>30,361.56</b>	<b>30,361.56</b>	<b>59,745.53</b>	<b>59,745.53</b>	

Markup Rate for Materials:

Overtime Rate, Per Hour

Corrections made to calculations

MRSC

NOTES:

20%

25%

30%

33%

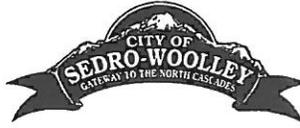
No  
Yes

Yes  
Yes

No  
Yes

Yes  
Yes

1. Sample project assumes a one day repair during normal working hours of a miscellaneous generator problem at the Wastewater Treatment Plant.
2. Mobilization/Demobilization (Roundtrip) – One mobilization/demobilization will be paid per task order, unless agreed to otherwise.



## PUBLIC WORKS AGREEMENT 2015-PW-07

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

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

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

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

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

**A. Definitions and Terms:**

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

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

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

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

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

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

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

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

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

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

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

### III. PAYMENT

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

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

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

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

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

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

A. Term of contract: This contract anticipates repair or restoration work that cannot be definitively scheduled due to its emergent nature. As a result, contractor shall begin work within five days of Notice to Proceed or as otherwise agreed, and will complete work within a timeline as mutually agreed with the Project Manager. All terms of this contract will expire **February 29, 2016**.

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

C. Scope of project: **Per Task Order as issued by the Public Works Director.**

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

E. Indemnification.

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

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

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

any third parties shall apply only to the extent of negligence of Contractor or Contractor's agents or employees.

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

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

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

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

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

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

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

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

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

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

Attest:

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

Approved as to form:

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

**RETAINAGE INVESTMENT OPTION**

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

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

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

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

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

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

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

Designate below the type of investment selected:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- \_\_\_\_\_ 4. Bond-in-Lieu: With the consent of the City, the contractor may submit a bond for

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

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

---

(Contractor's Signature)

Date

---

Title

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

CITY \_\_\_\_\_

**ESCROW AGREEMENT / INTEREST BEARING ACCOUNT**

TO: \_\_\_\_\_

Bank or Trust Company

\_\_\_\_\_  
Branch

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

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

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

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

**INSTRUCTIONS**

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

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

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

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

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

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

---

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

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

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

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

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

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

\_\_\_\_\_  
Contractor

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

\_\_\_\_\_  
Address

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

**CITY OF SEDRO-WOOLLEY**

\_\_\_\_\_  
City

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

\_\_\_\_\_  
Address

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

ATTESTED BY:

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

Approved as to form:

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

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

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

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

# EXHIBIT A

P&P Excavating LLC  
2499 E. Smith Rd. Bellingham WA 98226

16-Feb-15

Office: 360-592-5374  
Fax: 360-592-5375  
Email: Tpullar@aol.com

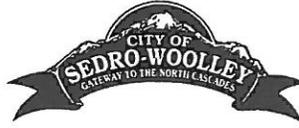
**Cith of Sedro Woolley 2015 onCall Construction  
Services Labor and Equipment Rate Sheet for P&P  
Excavating LLC**

ITEM	Base Hourly Rate (1)	Overtime Hourly Rate
<b>Labor Rates</b>		
Superintendent/ Supervisor	\$70.00	\$105.00
Foreman	\$70.00	\$105.00
Operator	\$70.00	\$105.00
Pipe Layer	\$65.00	\$97.50
Laborer Foreman	\$65.00	\$97.50
General Laborer	\$65.00	\$97.50
Dump Truck/ LoBed Driver	\$45.00	\$67.50
Flagger/T.C.S	\$55.00	\$82.50
Flagger	\$50.00	\$75.00
<b>Material Mark Up Rate, 15%</b>	<b>15%</b>	<b>15%</b>
<b>Estimated Mobilization/Demobilization Cost Per Unit Each Way</b>	<b>LS \$100.00</b>	<b>LS \$100.00</b>
<b>Equipment Rates</b>		
	<b>Equip Unit Cost</b>	<b>Equip. Per Hour Rate</b>
3/4TN Pick Up with Tools (2HR Minimum)	\$7.50	\$7.50
ITN Service Truck with Tools (2HR Minimum)	\$10.00	\$10.00
Lo Bed with Trailer	\$65.00	\$65.00
Transfer Truck and Trailer (33.STN Pay Load)	\$65.00	\$65.00
Transfer Truck- Solo (15.STN Pay Load)	\$50.00	\$50.00
7 Axel Truck With Trailer (30.STN Payload)	\$60.00	\$60.00
4 Axel End Dump -Solo (12CY)	\$50.00	\$50.00
End Dump (5CY)	\$45.00	\$45.00
Marooka Rubber Track End Dump (5CY)	\$50.00	\$50.00
KL 64 Side Dump (30TN Pay Load)	\$65.00	\$65.00
Hitachi 200 Excavator	\$55.00	\$55.00
Hitachi 200 Excavator with Misc Hydraulic Attachments	\$60.00	\$60.00
kobelco SK 100 with Slide/Extended Boom	\$30.00	\$30.00
Kobelco SK 115	\$30.00	\$30.00
Cat 315 Excavator	\$50.00	\$50.00
Cat 315 Excavator with Hydraulic Clam Shell Attachment	\$65.00	\$65.00
Cat 303 Mini Excavator	\$25.00	\$25.00
Cat 304 Mini Excavator	\$25.00	\$25.00
Cat 305.5 Mini Excavator	\$30.00	\$30.00
Cat 305.5 Mini Excavator with Brush Mower	\$35.00	\$35.00
Cat 420D 4x4 Back Hoe	\$20.00	\$20.00
Cat 420D 4x4 Back Hoe with Hoe Pack	\$30.00	\$30.00
Cat 930 Front End Loader	\$30.00	\$30.00
Cat D-3 Dozer	\$25.00	\$25.00
Cat D-6 Dozer	\$65.00	\$65.00
Cat 279 ASV	\$25.00	\$25.00
Cat 279 ASV with Misc Hydraulic Attachments	\$30.00	\$30.00

Cat 279 ASV with Street Sweeper Attachment	\$30.00	\$30.00
Vac-Star Hdyro Vac 1000 Gallon Trailer	\$65.00	\$65.00
Air Compressor with Tools	\$15.00	\$15.00
Cat CS-423 Roller	\$15.00	\$15.00
Case DV 202 Double Drum Roller	\$15.00	\$15.00
Bomag Walk Behind Double Drum Roller	\$10.00	\$10.00
Plate Compactor	\$5.00	\$5.00

**Day Rate Equipment Prices**

	<b>Day Rate/Each</b>	<b>Day Rate /Each</b>
Tow Behind Air Compressor with Hoses & Misc Attachments	\$15.00	\$15.00
Jumping Jack Compactor	\$5.00	\$5.00
2" Trash Pump	\$5.00	\$5.00
Day Rate Equipment Prices		
Asphalt Saw (Walk Behind)	\$120.00	\$120.00
Trench Shoring Box (EACH)	\$75.00	\$75.00
Manhole Shoring Box (EACH)	\$60.00	\$60.00
Steel Crossing Plates (Each)	\$15.00	\$15.00
Speed Shoreing (EACH)	\$8.50	\$8.50
Traffic Control Signnage (Work Ahead, Road Closed, Etc.)	\$1.50	\$1.50
Light Plant with 4 Lights	\$200.00	\$200.00



## PUBLIC WORKS AGREEMENT 2015-PW-08

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

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the “City”); and **Aaction Excavating Inc., PO Box 294, Bow, WA 98232** (hereinafter the “Contractor”) hereby agree as follows:

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

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

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

**A. Definitions and Terms:**

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

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

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

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

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

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

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

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

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

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

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

### III. PAYMENT

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

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

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

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

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

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

A. Term of contract: This contract anticipates repair or restoration work that cannot be definitively scheduled due to its emergent nature. As a result, contractor shall begin work within five days of Notice to Proceed or as otherwise agreed, and will complete work within a timeline as mutually agreed with the Project Manager. All terms of this contract will expire **February 29, 2016**.

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

C. Scope of project: **Per Task Order as issued by the Public Works Director.**

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

E. Indemnification.

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

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

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

any third parties shall apply only to the extent of negligence of Contractor or Contractor's agents or employees.

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

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

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

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

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

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

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

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

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

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

Attest:

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

Approved as to form:

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

**RETAINAGE INVESTMENT OPTION**

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

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

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

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

\_\_\_\_\_ 1. Current Expense: The City will retain your money in its Current Expense Fund Account until thirty days following final acceptance of the improvement or work as completed. You will not receive interest earned on this money.

\_\_\_\_\_ 2. Interest Bearing Account: The City will deposit retainage checks in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work as completed or until agreed to by both parties. Interest on the account will be paid to you.

\_\_\_\_\_ 3. Escrow / Investments: The City will place the retainage checks in escrow with a bank or trust company until thirty days following the final acceptance of the improvement or work as completed. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserve payable to the bank or trust company and you jointly. This check will be converted into bonds and securities chosen by you and approved by the City and these bonds and securities will be held in escrow. Interest on these bonds and securities will be paid to you as interest accrues. Selection of this option requires an escrow agreement to be completed by the contractor. The City of Sedro-Woolley will provide the form for use by the contractor. If the contractor elects to use the Escrow Investment option, please complete attached Escrow Agreement.

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

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

Designate below the type of investment selected:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ 4. Bond-in-Lieu: With the consent of the City, the contractor may submit a bond for

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

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

---

(Contractor's Signature)

Date

---

Title

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

CITY \_\_\_\_\_

**ESCROW AGREEMENT / INTEREST BEARING ACCOUNT**

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

\_\_\_\_\_  
Branch

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

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

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

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

**INSTRUCTIONS**

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

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

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

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

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

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

---

---

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

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

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

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

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

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

\_\_\_\_\_  
Contractor

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

\_\_\_\_\_  
Address

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

**CITY OF SEDRO-WOOLLEY**  
City

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

\_\_\_\_\_  
Address

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

ATTESTED BY:

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

Approved as to form:

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

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

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

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

# EXHIBIT A



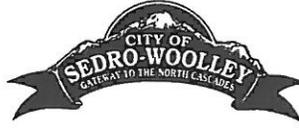
CITY OF SEDRO-WOOLLEY  
 2015 ON-CALL CONSTRUCTION SERVICES  
**LABOR AND EQUIPMENT RATE SHEET (Note 1)**

Contractor Name: Action Excavating Inc.

ITEM	BASE HOURLY RATE (1)	OVERTIME HOURLY RATE
<b>Labor Rates (Note 1)</b>		
Superintendent/Supervisor		
Foreman	70	105
Operator	68	105
Pipe Layer	68	105
Laborer Foreman	68	105
General Laborer	68	105
Dumptruck/Lobed Driver	68	105
Flagger/TCS	40	75
Flagger	40	67.5
<b>Material Markup Rate, % (Note 2)</b>	15%	
<b>Estimated Mobilization/Demobilization Cost per unit to Sedro-Woolley (Note 3)</b>	240	
<b>Equipment Rates (Note 4)</b>		
	Unit Cost	Unit
3/4 Ton Pickup with tools	7	Per Hour
1 Ton Service Truck with tools	10	Per Hour
Air Compressor with tools	10	Per Hour
Rubber Tire Backhoe, 80-99 HP (Deere 310SE or equivalent)	12	Per Hour
Mini Excavator	12	Per Hour
Excavator, 6-8 Ton (Deere 160LC or equivalent)	18	Per Hour
Excavator, 6-8 Ton (Deere 190E or equivalent)	18	Per Hour
Excavator, 8.1-12 Ton (Deere 290D or equivalent)	20	Per Hour
Cat 936-950 Rubber Tire Wheel Loader (or equivalent)	20	Per Hour
Cat D4 Dozer (or equivalent)	25	Per Hour
Double Drum Vibratory Roller Compactor	25	Per Hour
Jumping Jack Compactor	25	Per Hour
Plate Compactor	25	Per Hour
Hoe-Pac Backhoe or excavator attachment	25	Per Hour
2" Trash Pump w/ suction & discharge hose	15	Per Hour
Equipment Truck/Lowboy Trailer	15	Per Hour
7 CY Dump Truck 2 Axle Solo	15	Per Hour
10 CY Dump Truck 3 Axle w/Trailer	15	Per Hour
Hydraulic Boom Truck	15	Per Hour
Sweeper	15	Per Hour
Trench Shoring Box	2	Per Day
Manhole Shoring Box	4	Per Day
Speed Shores	2	Per Day
Steel Crossing Plate	3	Per Day
Traffic Control Equipment (Work Ahead, Detour, etc)	1	Per Day
Asphalt Saw, walk behind	275	Per Day

**NOTES:**

1. This Rate Sheet is provided for example only. Contractor may provide their own standard Rate Sheet as long as it provides the requested information or equivalent.
2. Material markup rate as a percent to be applied to materials furnished per invoice before sales tax.
3. Mobilization/Demobilization Cost (Round Trip) - One mobilization/demobilization will be paid per project, unless agreed to otherwise.
4. Labor and Equipment rates to include insurance, L&I, small tools, markup & etc. but not sales tax. Sales tax will be applied on net invoice amount.



## PUBLIC WORKS AGREEMENT 2015-PW-09

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

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the “City”); and **B. A. Van De Grift Inc., 24944 Benham Road, Mount Vernon, WA 98273** (hereinafter the “Contractor”) hereby agree as follows:

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

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

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

**A. Definitions and Terms:**

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

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

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

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

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

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

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

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

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

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

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

### III. PAYMENT

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

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

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

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

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

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

A. Term of contract: This contract anticipates repair or restoration work that cannot be definitively scheduled due to its emergent nature. As a result, contractor shall begin work within five days of Notice to Proceed or as otherwise agreed, and will complete work within a timeline as mutually agreed with the Project Manager. All terms of this contract will expire **February 29, 2016**.

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

C. Scope of project: **Per Task Order as issued by the Public Works Director.**

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

E. Indemnification.

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

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

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

any third parties shall apply only to the extent of negligence of Contractor or Contractor's agents or employees.

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

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

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

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

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

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

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

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

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

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

Attest:

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

Approved as to form:

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

**RETAINAGE INVESTMENT OPTION**

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

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

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

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

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

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

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

Designate below the type of investment selected:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- \_\_\_\_\_ 4. Bond-in-Lieu: With the consent of the City, the contractor may submit a bond for

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

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

---

(Contractor's Signature)

Date

---

Title

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

CITY \_\_\_\_\_

**ESCROW AGREEMENT / INTEREST BEARING ACCOUNT**

TO: \_\_\_\_\_

Bank or Trust Company

\_\_\_\_\_

Branch

\_\_\_\_\_

Attn:

\_\_\_\_\_

Street Address

\_\_\_\_\_

City, State, Zip

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

**INSTRUCTIONS**

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

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

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

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

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

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

---

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

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

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

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

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

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

\_\_\_\_\_  
Contractor

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

\_\_\_\_\_  
Address

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

**CITY OF SEDRO-WOOLLEY**  
City

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

\_\_\_\_\_  
Address

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

ATTESTED BY:

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

Approved as to form:

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

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

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

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

# EXHIBIT A



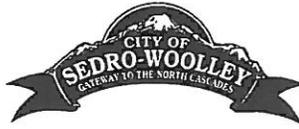
CITY OF SEDRO-WOOLLEY  
 2015 ON-CALL CONSTRUCTION SERVICES  
**LABOR AND EQUIPMENT RATE SHEET (Note 1)**

Contractor Name: **BAVANDEGRIET**

ITEM	BASE HOURLY RATE (1)	OVERTIME HOURLY RATE
<b>Labor Rates (Note 1)</b>		
Superintendent/Supervisor	75.00	115.00
Foreman	72.00	110.00
Operator	70.00	105.00
Pipe Layer	60.00	90.00
Laborer Foreman	60.00	90.00
General Laborer	57.00	85.00
Dumptruck/Lobed Driver	25.00	35.00
Flagger/TCS	52.00	78.00
Flagger	48.00	70.00
<b>Material Markup Rate, % (Note 2)</b>		
	10%	
<b>Estimated Mobilization/Demobilization Cost per unit to Sedro-Woolley (Note 3)</b>		
	250.00	250.00
<b>Equipment Rates (Note 4)</b>		
	Unit Cost	Unit
3/4 Ton Pickup with tools	12.00	Per Hour
1 Ton Service Truck with tools	25.00	Per Hour
Air Compressor with tools	20.00	Per Hour
Rubber Tire Backhoe, 80-99 HP (Deere 310SE or equivalent)	35.00	Per Hour
Mini Excavator	40.00	Per Hour
Excavator, 6-8 Ton (Deere 160LC or equivalent)	50.00	Per Hour
Excavator, 6-8 Ton (Deere 190E or equivalent)	60.00	Per Hour
Excavator, 8.1-12 Ton (Deere 290D or equivalent)	65.00	Per Hour
Cat 936-950 Rubber Tire Wheel Loader (or equivalent)	40.00	Per Hour
Cat D4 Dozer (or equivalent)	40.00	Per Hour
Double Drum Vibratory Roller Compactor	40.00	Per Hour
Jumping Jack Compactor	5.00	Per Hour
Plate Compactor	5.00	Per Hour
Hoe-Pac Backhoe or excavator attachment	5.00	Per Hour
2" Trash Pump w/ suction & discharge hose	5.00	Per Hour
Equipment Truck/Lowboy Trailer	110.00	Per Hour
7 CY Dump Truck 2 Axle Solo	50.00	Per Hour
10 CY Dump Truck 3 Axle w/Trailer	60.00	Per Hour
Hydraulic Boom Truck	80.00	Per Hour
Sweeper	45.00	Per Hour
Trench Shoring Box	250.00	Per Day
Manhole Shoring Box	250.00	Per Day
Speed Shores	200.00	Per Day
Steel Crossing Plate	25.00	Per Day
Traffic Control Equipment (Work Ahead, Detour, etc)	25.00	Per Day
Asphalt Saw, walk behind	400.00	Per Day

**NOTES:**

1. This Rate Sheet is provided for example only. Contractor may provide their own standard Rate Sheet as long as it provides the requested information or equivalent.
2. Material markup rate as a percent to be applied to materials furnished per invoice before sales tax.
3. Mobilization/Demobilization Cost (Round Trip) - One mobilization/demobilization will be paid per project, unless agreed to otherwise.
4. Labor and Equipment rates to include insurance, L&I, small tools, markup & etc. but not sales tax. Sales tax will be applied on net invoice amount.



## PUBLIC WORKS AGREEMENT 2015-PW-10

### Project Name: 2015 On-Call Electrical Services for Miscellaneous Electrical Services of an Emergent Nature

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and **Bonner Electrical Contracting, PO Box 1269, 1419 Dike Road, Mount Vernon, WA 98273**, (hereinafter the "Contractor") hereby agree as follows:

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

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

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

**A. Definitions and Terms:**

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

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

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

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

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

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

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

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

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

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

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

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

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

### III. PAYMENT

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

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

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

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

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

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

A. Term of contract: contractor shall begin work as soon as is practicable and will complete work on or before **February 29, 2016**.

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

C. Scope of project: **Contractor shall provide electrical services to various City of Sedro-Woolley job sites as stated in the Invitation to Bid dated February 5, 2015.**

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

E. Indemnification.

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

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

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

any third parties shall apply only to the extent of negligence of Contractor or Contractor's agents or employees.

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

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

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

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

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

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

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

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

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

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

Attest:

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

Approved as to form:

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

**RETAINAGE INVESTMENT OPTION**

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

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

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

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

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

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

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

Designate below the type of investment selected:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- \_\_\_\_\_ 4. **Bond-in-Lieu:** With the consent of the City, the contractor may submit a bond for

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

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

---

(Contractor's Signature)

Date

---

Title

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

CITY \_\_\_\_\_

**ESCROW AGREEMENT / INTEREST BEARING ACCOUNT**

TO: \_\_\_\_\_

Bank or Trust Company

\_\_\_\_\_

Branch

\_\_\_\_\_

Attn:

\_\_\_\_\_

Street Address

\_\_\_\_\_

City, State, Zip

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

**INSTRUCTIONS**

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

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

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

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

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

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

---

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

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

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

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

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

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

\_\_\_\_\_  
Contractor

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

\_\_\_\_\_  
Address

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

**CITY OF SEDRO-WOOLLEY**  
City

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

\_\_\_\_\_  
Address

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

ATTESTED BY:

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

Approved as to form:

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

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

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

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

# EXHIBIT A



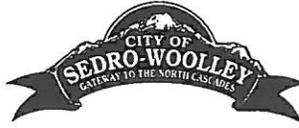
CITY OF SEDRO-WOOLLEY  
 2015 ON-CALL ELECTRICAL SERVICES  
**LABOR AND EQUIPMENT RATE SHEET (Note 1)**

Contractor Name: Bonner Electrical Contracting  
 Address: 1419 Bike Road, Mt Vernon, WA 98273

ITEM	BASE HOURLY RATE (1)	OVERTIME HOURLY RATE (1) (5)
<b>Labor Rates (Note 2)</b>		
Journeyman Electrician	\$59.00	\$ 91.00
<b>Material Markup Rate, % (Note 2)</b>		
	10%	10%
<b>Estimated Mobilization/Demobilization Cost per unit to Sedro-Woolley (Note 3)</b>		
	\$ 63.00	\$ 94.00
<b>Equipment Rates (Note 4)</b>		
	Unit Cost	Unit
Service Truck with tools	\$ 3.00	Per Hour
Bucket Truck	\$ 70.00	Per Hour

**NOTES:**

1. This Rate Sheet is provided for example only. Contractor may provide their own standard Rate Sheet as long as it provides the requested information or equivalent.
2. Material markup rate as a percent to be applied to materials furnished per invoice before sales tax.
3. Mobilization/Demobilization (Round Trip) - One mobilization/demobilization will be paid per task order, unless agreed to otherwise.
4. Labor and Equipment rates to include insurance, L&I, small tools, markup & etc. but not sales tax. Sales tax will be applied on net invoice amount.
5. Overtime rate for up to two hours of overtime.



## PUBLIC WORKS AGREEMENT 2015-PW-11

### Project Name: 2015 On-Call Electrical Services for Miscellaneous Electrical Services of an Emergent Nature

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

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

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

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

**A. Definitions and Terms:**

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

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

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

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

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

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

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

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

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

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

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

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

### III. PAYMENT

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

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

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

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

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

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

A. Term of contract: contractor shall begin work as soon as is practicable and will complete work on or before **February 29, 2016**.

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

C. Scope of project: **Contractor shall provide electrical services to various City of Sedro-Woolley job sites as stated in the Invitation to Bid dated February 5, 2015.**

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

E. Indemnification.

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

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

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

any third parties shall apply only to the extent of negligence of Contractor or Contractor's agents or employees.

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

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

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

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

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

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

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

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

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

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

Attest:

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

Approved as to form:

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

**RETAINAGE INVESTMENT OPTION**

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

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

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

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

\_\_\_\_\_ 1. Current Expense: The City will retain your money in its Current Expense Fund Account until thirty days following final acceptance of the improvement or work as completed. You will not receive interest earned on this money.

\_\_\_\_\_ 2. Interest Bearing Account: The City will deposit retainage checks in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work as completed or until agreed to by both parties. Interest on the account will be paid to you.

\_\_\_\_\_ 3. Escrow / Investments: The City will place the retainage checks in escrow with a bank or trust company until thirty days following the final acceptance of the improvement or work as completed. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserve payable to the bank or trust company and you jointly. This check will be converted into bonds and securities chosen by you and approved by the City and these bonds and securities will be held in escrow. Interest on these bonds and securities will be paid to you as interest accrues. Selection of this option requires an escrow agreement to be completed by the contractor. The City of Sedro-Woolley will provide the form for use by the contractor. If the contractor elects to use the Escrow Investment option, please complete attached Escrow Agreement.

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

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

Designate below the type of investment selected:

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

\_\_\_\_\_ 4. Bond-in-Lieu: With the consent of the City, the contractor may submit a bond for

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

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

---

(Contractor's Signature)

Date

---

Title

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

CITY \_\_\_\_\_

## ESCROW AGREEMENT / INTEREST BEARING ACCOUNT

TO: \_\_\_\_\_

Bank or Trust Company

\_\_\_\_\_  
Branch

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

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

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

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

### INSTRUCTIONS

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_.

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

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

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

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

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

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

\_\_\_\_\_  
Contractor

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

\_\_\_\_\_  
Address

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

**CITY OF SEDRO-WOOLLEY**  
City

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

\_\_\_\_\_  
Address

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

ATTESTED BY:

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

Approved as to form:

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

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

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

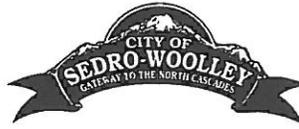
By: \_\_\_\_\_

# EXHIBIT A

City of Sedro Woolley  
 2015 On-Call Electrical Service  
 Labor and Equipment Rate Sheet

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

Item	Base Hourly rate	Overtime Hourly rate	Double Time Hourly rate
<b>Labor Rates</b>			
General Foreman	\$ 79.43	\$ 109.06	\$ 138.99
Foreman	\$ 73.36	\$ 1,003.00	\$ 127.23
Journeyman	\$ 67.85	\$ 92.33	\$ 116.82
Material Handler	\$ 45.36	\$ 63.86	\$ 77.33
<b>Material markup rate 14%</b>			
<b>Estimated mobilization/demobilization cost per unit to Sedro Woolley</b>			
<b>Equipment Rate</b>			
service truck with tools	Unit cost \$ 7.50	Unit per hour	
<b>Rental Equipment markup rate 10%</b>			



## PUBLIC WORKS AGREEMENT 2015-PW-12

**Project Name: 2015 HVAC Preventative Maintenance and On-Call Services**

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

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

Project description: **Provide annual preventative maintenance service on certain city owned HVAC systems, and for emergency and non-emergency on-call services for a period of 12 months beginning on March 1, 2015 - per the "Invitation to Bid".**

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

**A. Definitions and Terms:**

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

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

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

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

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

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

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

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

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

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

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

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

### III. PAYMENT

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

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

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

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

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

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

A. Term of contract: contractor shall begin work as soon as is practicable and will complete work on or before **February 29, 2016**

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

C. Scope of project: **Provide annual preventative maintenance service on certain City owned HVAC systems, and for emergency and non-emergency on-call services for a period of 12 months beginning on March 1, 2015 - per the "Invitation to Bid" dated February 5, 2015.**

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

E. Indemnification.

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

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

3. Contractor's duty to indemnify City for liability for damages arising out of

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

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

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

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

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

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

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

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

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

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

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

Attest:

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

Approved as to form:

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

**RETAINAGE INVESTMENT OPTION**

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

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

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

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

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

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

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

Designate below the type of investment selected:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

---

(Contractor's Signature)

Date

---

Title

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

CITY \_\_\_\_\_

**ESCROW AGREEMENT / INTEREST BEARING ACCOUNT**

TO: \_\_\_\_\_

Bank or Trust Company

\_\_\_\_\_  
Branch

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

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

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

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

**INSTRUCTIONS**

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

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

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

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

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

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

---

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

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

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

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

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

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

\_\_\_\_\_  
Contractor

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

\_\_\_\_\_  
Address

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

**CITY OF SEDRO-WOOLLEY**

\_\_\_\_\_  
City

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

\_\_\_\_\_  
Address

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

ATTESTED BY:

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

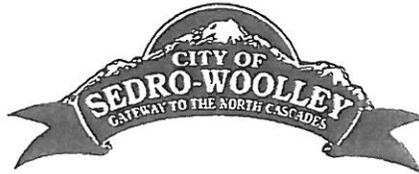
Approved as to form:

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

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

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

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



## 2015 HVAC Preventative Maintenance and On-Call Services PROPOSAL

Proposals due by 2pm, Thursday, February 19, 2015

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

We, the undersigned, hereby agree to bid the following per the "Invitation to Bid - 2015 HVAC Preventative Maintenance and On-Call Services":

Item	Description	Quantity	Unit Price	Total
<b>SCHEDULE 1: Annual Preventative Maintenance:</b>				
1.	Sedro-Woolley Municipal Building, 325 Metcalf Street		Lump Sum	\$ 1350 <sup>00</sup>
2.	Sedro-Woolley Public Library, 802 Ball Street		Lump Sum	\$ 139 <sup>00</sup>
3.	Sedro-Woolley Community Center, 703 Pacific Street		Lump Sum	\$ 114 <sup>00</sup>
4.	Sedro-Woolley Senior Center, 715 Pacific Street		Lump Sum	\$ 313 <sup>00</sup>
5.	Bingham Park Caretaker, 340 Bingham Park Loop		Lump Sum	\$ 110 <sup>00</sup>
6.	Police Evidence Garage, 300 Metcalf		Lump Sum	\$ 78 <sup>00</sup>
7.	Fire Station No. 2, 1218 Township		Lump Sum	\$ 158 <sup>00</sup>
<b>SUBTOTAL SCHEDULE 1</b>				<b>\$ 2262<sup>00</sup></b>
<b>SCHEDULE 2: On-Call HVAC Services (Typical call out):</b>				
8.	HVAC Technician, per hour Straight Time	8 HRS	\$ 100 /HR	\$ 800 <sup>00</sup>
9.	HVAC Technician, per hour Overtime	2 HRS	\$ 150 /HR	\$ 300 <sup>00</sup>
10.	Service Vehicle & Tools, per hour	10 HRS	\$ - /HR	\$ -
11.	Mobilization/Demobilization (if not included in rates)		Lump Sum	\$ 50 <sup>00</sup>
12.	Materials (bid allowance)		Lump Sum	\$ 500.00
13.	Markup on Materials at Contractor rate		40 %	\$ 200 <sup>00</sup>
14.	Mobilization/Demobilization (if not included in rates)		Lump Sum	\$ -
<b>SUBTOTAL SCHEDULE 2</b>				<b>\$ 1850<sup>00</sup></b>
<b>TOTAL SCHEDULE 1 and 2</b>				<b>\$ 4112<sup>00</sup></b>
WA STATE SALES TAX AT 8.5%				\$ 349.52
<b>TOTAL BID</b>				<b>\$ 4461.52</b>

Markup on Materials

40 %

BIDDER COMPANY NAME:

Andgar Corporation

ADDRESS:

6920 Salashan Pkwy A-102  
P.O. Box 2708, Ferndale WA 98248

CONTACT:

Tom Bajema

TELEPHONE:

360-366-9900

EMAIL:

Tomb@andgar.com

UBI NUMBER:

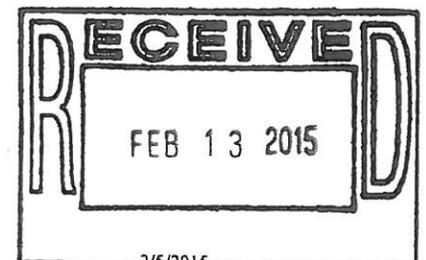
600-100-192

REQUIRED ENCLOSURES:

Bidder's Qualification Statement TB

Rate Sheet TB

2015 HVAC Proposal Form



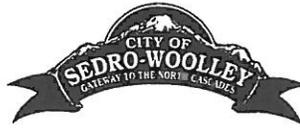


CITY OF SEDRO-WOOLLEY  
 2015 ON-CALL HVAC SERVICES  
**LABOR AND EQUIPMENT RATE SHEET (Note 1)**

Contractor Name: <i>Andgar Corporation</i>		
Address: <i>PO Box 2708, Ferndale, WA 98248</i>		
ITEM	BASE HOURLY RATE (1)	OVERTIME HOURLY RATE (1) (5)
Labor Rates (Note 1)		
Journeyman HVAC	<i>\$100.<sup>00</sup></i>	<i>150.<sup>00</sup> / 300.<sup>00</sup></i>
Material Markup Rate, % (Note 2)	<i>40%</i>	<i>40%</i>
Estimated Mobilization/Demobilization Cost per unit to Sedro-Woolley (Note 3)	<i>\$50.<sup>00</sup></i>	<i>\$75.<sup>00</sup></i>
Equipment Rates (Note 4)		
Service Truck with tools	<u>Unit Cost</u>	<u>Unit</u> Per Hour

**NOTES:**

1. This Rate Sheet is provided for example only. Contractor may provide their own standard Rate Sheet as long as it provides the requested information or equivalent.
2. Material markup rate as a percent to be applied to materials furnished per invoice before sales tax.
3. Mobilization/Demobilization Cost (Round Trip) - One mobilization/demobilization will be paid per project, unless agreed to otherwise.
4. Labor and Equipment rates to include insurance, L&I, small tools, markup & etc. but not sales tax. Sales tax will be applied on net invoice amount.
5. Overtime rate for up to two hours of overtime.



## PUBLIC WORKS AGREEMENT 2015-PW-13

**Project Name: 2015 HVAC Preventative Maintenance and On-Call Services**

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and **McKinstry Co., LLC, 5005 Third Avenue South, Seattle, WA 98134**, (hereinafter the "Contractor") hereby agree as follows:

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

Project description: **Provide annual preventative maintenance service on certain city owned HVAC systems, and for emergency and non-emergency on-call services for a period of 12 months beginning on March 1, 2015 - per the "Invitation to Bid".**

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

**A. Definitions and Terms:**

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

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

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

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

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

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

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

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

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

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

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

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

### **III. PAYMENT**

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

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

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

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

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

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

A. Term of contract: contractor shall begin work as soon as is practicable and will complete work on or before **February 29, 2016**

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

C. Scope of project: **Provide annual preventative maintenance service on certain City owned HVAC systems, and for emergency and non-emergency on-call services for a period of 12 months beginning on March 1, 2015 - per the "Invitation to Bid" dated February 5, 2015.**

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

E. Indemnification.

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

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

3. Contractor's duty to indemnify City for liability for damages arising out of

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

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

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

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

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

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

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

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

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

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

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

Attest:

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

Approved as to form:

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

**RETAINAGE INVESTMENT OPTION**

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

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

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

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

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

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

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

Designate below the type of investment selected:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

---

(Contractor's Signature)

Date

---

Title

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

CITY \_\_\_\_\_

## ESCROW AGREEMENT / INTEREST BEARING ACCOUNT

TO: \_\_\_\_\_

Bank or Trust Company

\_\_\_\_\_  
Branch

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

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

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

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

### INSTRUCTIONS

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

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

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

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

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

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

---

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

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

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

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

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

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

\_\_\_\_\_  
Contractor

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

\_\_\_\_\_  
Address

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

ATTESTED BY:

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

Approved as to form:

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

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

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

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

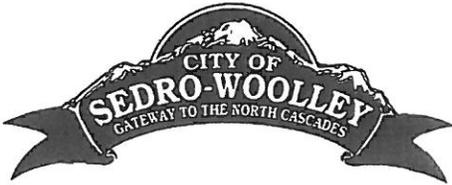
**CITY OF SEDRO-WOOLLEY**  
City

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

\_\_\_\_\_  
Address

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

# EXHIBIT A



## 2015 HVAC Preventative Maintenance and On-Call Services PROPOSAL

**Proposals due by 2pm, Thursday, February 19, 2015**

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

We, the undersigned, hereby agree to bid the following per the "Invitation to Bid – 2015 HVAC Preventative Maintenance and On-Call Services":

Item	Description	Quantity	Unit Price	Total
<b>SCHEDULE 1: Annual Preventative Maintenance:</b>				
1.	Sedro-Woolley Municipal Building, 325 Metcalf Street		Lump Sum	\$ 1540.00
2.	Sedro-Woolley Public Library, 802 Ball Street		Lump Sum	\$ 320.00
3.	Sedro-Woolley Community Center, 703 Pacific Street		Lump Sum	\$ 142.00
4.	Sedro-Woolley Senior Center, 715 Pacific Street		Lump Sum	\$ 340.00
5.	Bingham Park Caretaker, 340 Bingham Park Loop		Lump Sum	\$ 200.00
6.	Police Evidence Garage, 300 Metcalf		Lump Sum	\$ 112.00
7.	Fire Station No. 2, 1218 Township		Lump Sum	\$ 480.00
<b>SUBTOTAL SCHEDULE 1</b>				<b>\$ 3134.00</b>
<b>SCHEDULE 2: On-Call HVAC Services (Typical call out):</b>				
8.	HVAC Technician, per hour Straight Time	8 HRS	\$ 118.00/HR	\$ 944.00
9.	HVAC Technician, per hour Overtime	2 HRS	\$ 177.00/HR	\$ 354.00
10.	Service Vehicle & Tools, per hour	10 HRS	\$ N/A /HR	\$ N/A
11.	Mobilization/Demobilization (if not included in rates)		Lump Sum	\$ 50.00
12.	Materials (bid allowance)		Lump Sum	\$ 500.00
13.	Markup on Materials at Contractor rate		32 %	\$ 160.00
14.	Mobilization/Demobilization (if not included in rates)		Lump Sum	\$ N/A
<b>SUBTOTAL SCHEDULE 2</b>				<b>\$ 2008.00</b>
<b>TOTAL SCHEDULE 1 and 2</b>				<b>\$ 5142.00</b>
WA STATE SALES TAX AT 8.5%				\$ 437.00 <i>437.07</i>
<b>TOTAL BID</b>				<b>\$ 5579.00</b> <i>\$ 5,579.07</i>

Markup on Materials 32 %

BIDDER COMPANY NAME: McKinstry Co., LLC

ADDRESS: 5005 Third Avenue South  
Seattle, WA 98134

CONTACT: Taurean Yamada

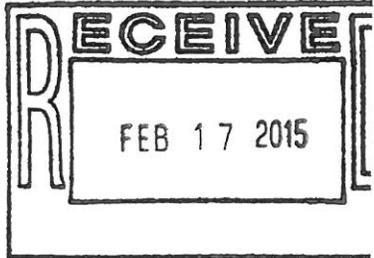
TELEPHONE: (206) 832-8517

EMAIL: taureany@mckinstry.com

UBI NUMBER: 602-569-922

REQUIRED ENCLOSURES:  
Bidder's Qualification Statement   
Rate Sheet

2015 HVAC Proposal Form



2/5/2015

# Labor Rates

## Labor Rates – Regular

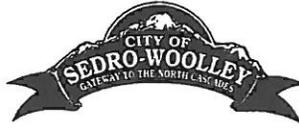
McKinstry provides an incentive for clients to be service contract customers. We have a separate rate for service contract customers that show our appreciation for their continued relationship. Our hourly rate is based upon the individual dispatched to perform the work, and due to union regulations, we cannot disclose our wages. We always strive to provide value that is commensurate at a minimum with our rate structure.

<b>HVAC Refrigeration, Controls Monitoring</b>		
<b>Rate Type and/or Role</b>	<b>Regular Time</b>	<b>Overtime</b>
Standard	\$118.00/hour	\$177.00/hour

<b>Mobilization/Demobilization (Truck Fee)</b>		
<b>Rate Type</b>	<b>Regular Time</b>	<b>Overtime</b>
Standard Truck Fee	\$50.00/visit	\$50.00/visit





## PUBLIC WORKS AGREEMENT 2015-PW-14

### 2015 Backup Generator Maintenance and On-Call Services

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the “City”); and **Generator Services NW LLC, 3229 – 152<sup>nd</sup> Street SW, Lynnwood, WA 98087**, (hereinafter the “Contractor”) hereby agree as follows:

**I. THE PROJECT:** The Contractor agrees to complete the following project, utilizing the best available materials and labor, and in accordance with bid specifications and contractor's proposal (if any), project plans (none) and technical specifications (below):

Provide Annual and Quarterly Preventative Maintenance for thirteen (13) Backup Generator Sets as specified in ATTACHMENT A and On-Call services as assigned by task order.

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

**A. Definitions and Terms:**

1. Whenever the terms “Washington State Transportation Commission”, “State Department of Transportation”, or variations of same are used in the Standard specifications, they shall be construed to mean “City of Sedro-Woolley” or “Owner”.
2. Where references are made to the “State Treasurer”, the term shall be construed to mean the City’s “Finance Director”.
3. Where the term “Secretary of Transportation” or “District Administrator” are used, the terms shall be construed to mean the duly authorized representative of the City.

**B. Project Manager:** The term “engineer” is understood to be the City’s Project Manager, who is the City’s representative to the Contractor for all purposes under this agreement. The City designates Debbie Allen, Wastewater Division Supervisor as its Project Manager. Contractor designates Jeff Pool, Owner, Phone: 425-508-0161 as its Project Manager.

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

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

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

1. Bid Bond: 5%, if the work is subject to bid procedures (NOT REQUIRED);
2. Contract bond in the form made a part of this agreement. In lieu thereof for projects of \$35,000 or less, at the contractor’s option, retainage of 50% will be held until releasable under RCW 39.08.010 (WAIVED - RCW 39.04.155(3)).

**F. Insurance:** The Contractor shall provide proof to the City that it is insured under

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

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

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

### III. PAYMENT

- A. The maximum payable hereunder is **\$25,000.00**
- B. Individual Task Orders will be issued by the Public Works Director and will specify the method of compensation, which will be on a Time & Expense Not to Exceed basis per rates established in **Exhibit A**, Labor and Equipment Rate Sheet, or agreed Lump Sum Price.
- C. Contractor to provide with the signed contract a Schedule of Values including breakdown per each Quarterly Maintenance and Annual Maintenance activity (including Sales Tax).
- D. The Contractor will be paid on the basis of invoices for work satisfactorily completed. Invoices are submitted to the Project Manager for approval prior to payment.
- E. Certified payroll must accompany each invoice prior to payment.
- F. Prior to any payment hereunder, contractor is responsible for complying with applicable Department of Labor and Industries and Department of Revenue requirements and procedures. (General conditions section 1-07.9. If Federal Funds, Davis-Bacon Act and Department of Labor requirements.) This includes obtaining and timely filing of Intent to Pay Prevailing Wages, Affidavit of Wages paid, Notice of Completion of Public Works Contract, and any other required documents.
- G. Retainage will be administered in accordance with RCW 60.28.010(1) (WAIVED – using alternate procedures for contracts over \$2,500 and under \$35,000 including tax RCW 39.04.155(3))

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

- A. Term of contract: contractor shall begin work as soon as is practicable and will complete work on or before **February 29, 2016**.
- B. To the extent not inconsistent with this agreement, this contract includes the Invitation to Bid and Proposal, and contract plans and specifications, all incorporated herein by this reference.
- C. Scope of project: Provide Annual and Quarterly Preventative Maintenance for thirteen (13) Backup Generator Sets as specified in ATTACHMENT A.
- D. MRSC Roster Registration: The Contractor shall be registered with the MRSC Washington State Small Public Works Contractors and Consultant Services Roster. Contact [www.mrscrosters.org](http://www.mrscrosters.org) for details.

- E. Washington State Department of Retirement Systems. Have you retired under the 2008 early retirement factors? Yes No N/A
- F. Debarment. Contractor represents and agrees that it is not listed on any state or federal debarment list and further agrees that none of its sub-consultants are listed on any state or federal debarment list.
- G. Materials to comply with ATTACHMENT A.

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

\_\_\_\_\_  
Contractor

EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the CITY OF SEDRO-WOOLLEY:

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

Attest:

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

Approved as to form:

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

## RETAINAGE INVESTMENT OPTION

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

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

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

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

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

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

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

Designate below the type of investment selected:

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

CITY \_\_\_\_\_

## ESCROW AGREEMENT / INTEREST BEARING ACCOUNT

TO: \_\_\_\_\_

Bank or Trust Company

\_\_\_\_\_  
Branch

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

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

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

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

### INSTRUCTIONS

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

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

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

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

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

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

---

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

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

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

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

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

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

\_\_\_\_\_  
Contractor

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

\_\_\_\_\_  
Address

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

**CITY OF SEDRO-WOOLLEY**

\_\_\_\_\_  
City

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

\_\_\_\_\_  
Address

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

ATTESTED BY:

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

Approved as to form:

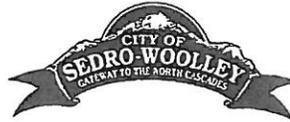
\_\_\_\_\_  
City Attorney

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

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

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

# EXHIBIT A



## 2015 Backup Generator Maintenance and On-Call Services

### BID PROPOSAL

Proposals due by 2 pm, February 19, 2015

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

We, the undersigned, hereby agree to bid the following per the "Invitation to Bid – 2015 Backup Generator Maintenance and On-Call Services":

Item Description	Quantity	Unit Price	Total
------------------	----------	------------	-------

**SCHEDULE 1:** Proposal for Annual and Quarterly Preventative Maintenance for thirteen (13) Backup Generator Sets as specified in Public Works Agreement 2015-PW-07:

1.	Lump Sum Bid (excluding sales tax – will be added below)		\$ <u>11,000.<sup>00</sup></u>
----	--	--	--------------------------------

**SCHEDULE 2:** On-call repairs and service (Sample Project)

1.	Journeyman Wage	8 Hours	\$	\$
2.	Service Truck with Tools & Tech.	8 Hours	\$ <u>95.00</u>	\$ <u>760.<sup>00</sup> ✓</u>
3.	Materials (bid allowance)	1 LS	\$ 500.00	\$ 500.00
4.	Markup on Materials		<u>20 %</u>	\$ <u>100.<sup>00</sup> ✓</u>
5.	Mobilization/Demobilization	1 LS	\$ <u>1.00 per mile</u>	\$ <u>100.<sup>00</sup> ✓</u>

Round Trip  
 \$ 12,460.<sup>00</sup> ✓  
 \$ 1,059.10 ✓  
 \$ 13,519.10 ✓

**SUBTOTAL BID**  
**SALES TAX 8.5%**

**TOTAL BID**

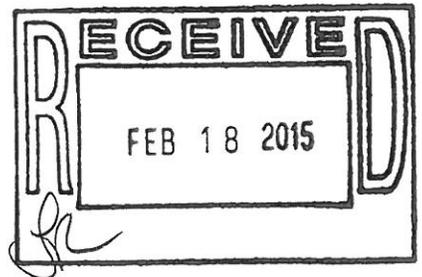
Markup on Materials 20 %

Overtime Rate, Per Hour \$142.50

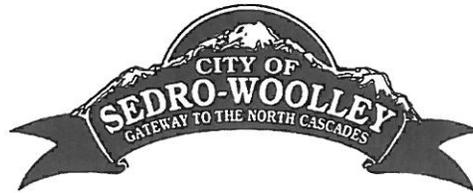
**Notes:**

- Sample project assumes a one day repair during normal working hours of a miscellaneous generator problem at the Wastewater Treatment Plant.
- Mobilization/Demobilization (Roundtrip) – One mobilization/demobilization will be paid per task order, unless agreed to otherwise.

BIDDER NAME: Generator Services NW, LLC  
 ADDRESS: 3229 - 152nd St SW  
Lynnwood, WA 98087  
 CONTACT: Jeff Pool (425) 508-0161  
 TELEPHONE: (877) 745-2096  
 EMAIL: generatorservicesnw@yahoo.com  
 UBI NUMBER: 602657521



REQUIRED ENCLOSURE: Rate Sheet  Bidder's Qualification Statement



## **Attachment A**

### **To the 2015 Backup Generator Maintenance**

#### **SPECIFICATIONS**

##### **Materials**

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

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

Quarterly preventative maintenance shall be scheduled for the months of May, November, and February. Annual maintenance shall be scheduled for August. Detailed maintenance reports shall be left at the Wastewater Treatment Plant following each service. This quote shall be for service performed during a 12 month period beginning on March 1, 2015.

##### **Locations**

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

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

**Annual preventative maintenance shall include:**

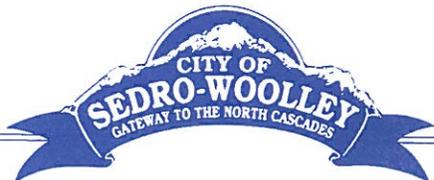
- Lube oil and filters change, parts included
- Replace fuel filter (diesel engines), parts included
- Oil samples, lab testing fee is included
- Coolant sample test for proper inhibiting level, combustion leaks, etc.
- Fuel sample, lab testing fee is included. Cetane and water content test
- All spark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

**Quarterly preventative maintenance shall include:**

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

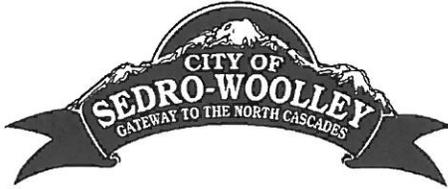
MAR 11 2015

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



SUBJECT: PUBLIC COMMENT

Name:  
Address:  
Narrative:



CITY COUNCIL AGENDA  
REGULAR MEETING

MAR 11 2015

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

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

Mark A. Freiberger, PE  
Director of Public Works/City Engineer

MEMO TO: City Council and Mayor Mike Anderson

FROM: Mark A. Freiberger, PE

RE: **Possible approval of Amendment 1 to the Six-Year Transportation Improvement Program (TIP) 2015-2020**

DATE: February 27, 2015 (for Council review March 11, 2014)

**ISSUE**

Shall council move to approve Amendment 1 to the 2015-2020 Six-Year Transportation Improvement Program?

**BACKGROUND/DISCUSSION**

Council adopted the 2015-2020 Six-Year Transportation Improvement Program (TIP) at the August 13, 2014 council meeting under Resolution 904-14. Included in the TIP is Project SW31A, SR20/Cascade Trail West Extension Phase 1A – West State Street to Ferry Street. This project has been funded by the federal STP program as approved by the Skagit Council of Governments. Federal funding totals \$304,480, with a local match of \$47,250, for a total project of \$352,000.

During project development, staff identified difficulties with constructing the project as proposed on the south side of SR20 from Ferry to West State Street. While the proposal included construction of the bulk of the shared use path within WSDOT ROW, the turning lane at Ferry Street and at SR9 South would force the path on BNSF ROW. Indications from BNSF are that this would not be allowed. Remaining within WSDOT ROW would force restriction of the turn lane. Even with construction of the path within WSDOT ROW, a slope easement would be required from BNSF. In addition, one of the project objectives is to continue the trail to Burlington. The current section calls for reduction of the paved shoulder from 8' to 4' to maintain required clear zone requirements from the travel lane to the path, and to provide separation. WSDOT approved the proposed section within the city where speed limits are 35 mph. In looking west, the speed limit increases to 50 mph for approx. 1.5 miles. WSDOT would have issues with having the trail this close to the travel lane without a physical barrier. Wetland issues at various locations will also complicate a south alignment.

Staff has met with WSDOT, Skagit County Public Works, Skagit County Parks and the City of Burlington to develop an alternative that is buildable. We have agreed that the more constructible alignment would be on the north side of SR20, as shown on the attached overview map. This alignment simplifies the construction within the city of Sedro-Woolley, as the right of way is 67' from centerline to the north, as opposed to 33' to the south. This layout also better matches the existing path that currently runs from

SR9 South to Township on the north side of SR20. This alignment would also better serve existing residential areas on Trail Road, connecting them with the Crossroads Shopping Center and Downtown via Ferry Street.

The greatest challenge with the north alignment for the city for the present project and the future phases to the city limits are the presence of an undersized storm drain pipe totaling 3,450 feet in length running from the SR9 South vicinity west to the Brickyard Creek outfall. The portion of this pipe from SR9 to Trail Road totaling 1,300 feet will need to be upgraded as part of the path project. The cost of this work will be significant, but will partially offset by the reduction in the overall length of the sidewalk. The storm drain as has previously been discussed with council, and is a scheduled project on the city's TIP and CIP titled SR20 Stormwater Conveyance System. The upgrade is a requirement of the environmental clearance for the SR20/Cook Road Realignment Project, to be completed within 5 years of the SR20 project's completion, which would require completion by 2020. Upgrading the 1,300 lf section within the present path project limits will move towards this requirement, and would complete approximately 40% of the upgrades needed for the overall SR20 Stormwater Conveyance System upgrade. There are Stormwater Reserve funds totaling \$146,000 available for this purpose. The overall cost of the upgrade will be confirmed during the design phase. It is not known at this point if these funds will be sufficient. During design development staff will report on the overall cost of the project and address funding issues.

Impacts to existing businesses will occur with the north alignment. One business in particular is currently utilizing WSDOT right of way as part of their operation. This will be addressed in the design.

The TIP Amendment Project Description is attached. The project name has been revised to reflect the revised limits from West State Street (Trail Road north of SR20) to SR9 South vicinity. The funding amounts are unchanged. Approval of the Amendment will allow staff to proceed with preparation of the Prospectus and Agreement to obligate the design phase funding for the project. Obligation is required by August, 2015 per the SCOG timeline.

Relocating the path to the north side of SR20 will lead to other edits of the TIP. The TIP Project 31A-2 SR20/ Cascade Trail West Extension Phase 1B Rhodes Road to West Ferry will also move to the north side. The existing north side TIP project SW34 SR20, Hodgkin Road to SR9 S Pedestrian Safety Improvements Project will be replaced by the path project. These revisions will be reflected in the 2016-2021 TIP process scheduled for June 2015.

#### **MOTION:**

***Move to approve Amendment 1 to the 2015-2020 Six-Year Transportation Improvement Program***

## Six Year Transportation Improvement Program From 2015 to 2020

Agency: Sedro Woolley

County: Skagit

MPO/RTPO: SMPO

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	3	SR20/Cascade Trail West Extension - Phase 1A Trail Road to SR9 South SR20 MP 64.51 to MP 64.81 Construct a shared use path along the north side of SR20 between Trail Road and SR9 South.	SW31A	08/13/14	08/13/14	03/11/15	904-14	28	GPSTW	0.300	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2015	STP(US)	34,600		0	5,400	40,000
S	CN	2016	STP(US)	269,880		0	42,120	312,000
<b>Totals</b>				<b>304,480</b>		<b>0</b>	<b>47,520</b>	<b>352,000</b>

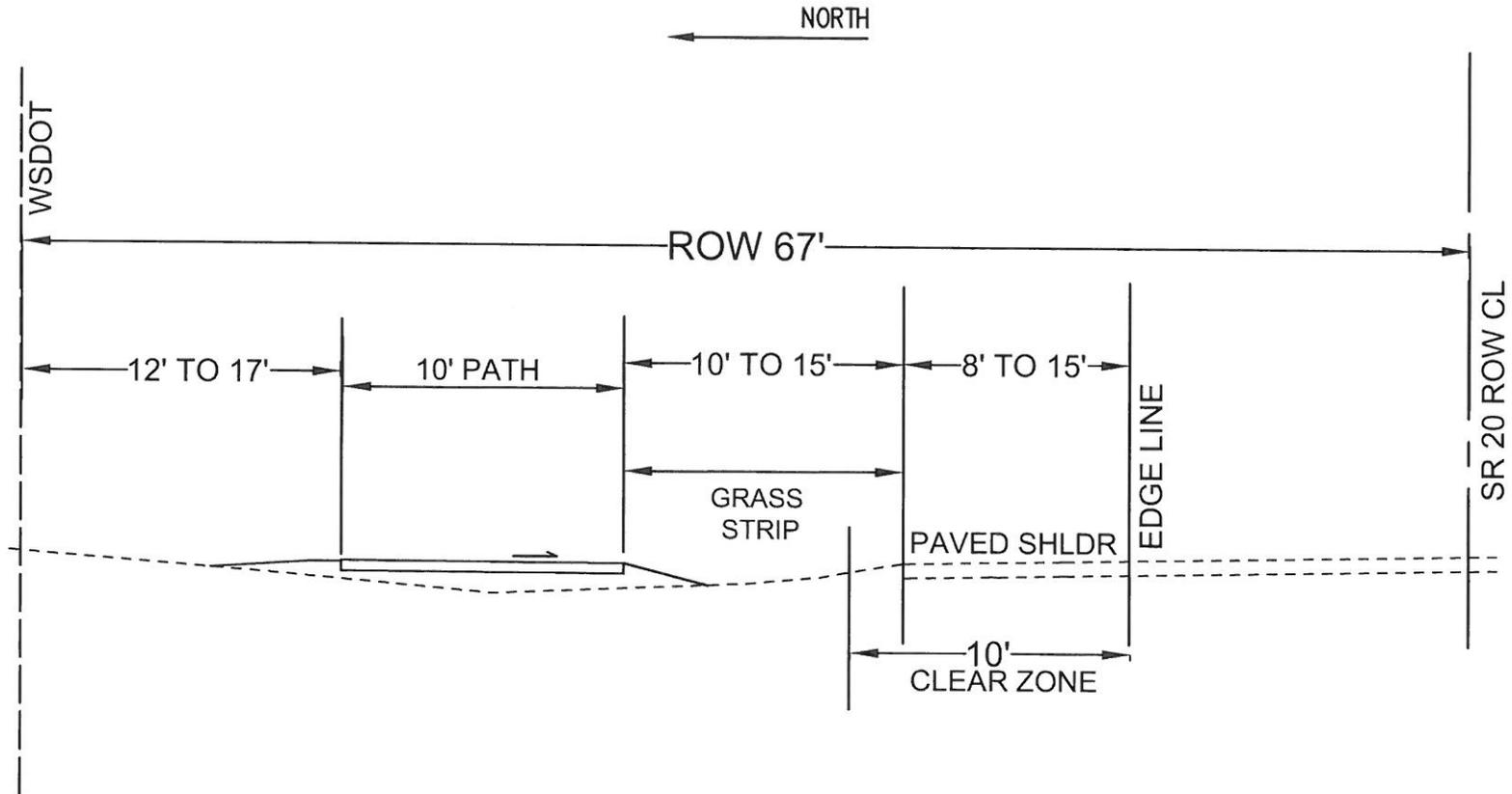
Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	40,000	0	0	0	0
CN	0	312,000	0	0	0
<b>Totals</b>	<b>40,000</b>	<b>312,000</b>	<b>0</b>	<b>0</b>	<b>0</b>





**SR20/CASCADE TRAIL WEST EXTENSION PHASE 1 RHODES RD TO SR 9**

**PHASE 1A - TRAIL ROAD TO SR 9**



**PROPOSED  
10' WIDE SHARED USE PATH SECTION**