

Next Ord: 1840-16
Next Res: 934-16

VISION STATEMENT

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

MISSION STATEMENT

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

**CITY COUNCIL AGENDA
January 13, 2016
Sedro-Woolley Municipal Building
Council Chambers
325 Metcalf Street**

6:00 PM

Executive Session – Litigation (RCW 42.30.110 (1) (i))

7:00 PM

1. Call to Order
2. Pledge of Allegiance
3. Consent Calendar.....3-203

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 Meetings
 - i. December 2, 2015 Worksession
 - ii. December 9, 2015 Regular Meeting
 - iii. December 15, 2015 Special Meeting (Library Summit)
 - iv. December 22, 2015 Regular Meeting
 - v. January 6, 2016 Worksession
- c. Finance
 - Claim Checks #182919 to #183038 in the amount of \$251,335.11
 - Payroll Checks #58785 to #58801 plus EFT's in the amount of \$327,704.40
- d. Library Board Appointments – Marjean Burke & Darcy Resetar
- e. Planning Commissioner Appointments – Silas Maddox & Joe Fattizzi
- f. Agreement for City Prosecutor – Pat Hayden
- g. TIB Fuel Tax Grant Distribution Agreement No. 3-W-126(003)-1 – Ferry Street and Township Street FY 2017 Arterial Preservation Project

- h. TIB Fuel Tax Grant Distribution Agreement No. 8-2-126(010)-1 – Jameson Street/SR9, Rhodes Road to 3rd Street
- i. Professional Services Agreement No. 2015-PS-14 for Design Phase Services for the Jameson Arterial Extension to SR9 Project – H.W. Lochner, Inc.
- j. PSE Intolight Authorization Letters for Approval (Jameson & SR9 Project)
- k. Proposed Interlocal Agreement between the City of Sedro-Woolley and Public Utility District No. 1 of Skagit County Re: Jameson Arterial Extension to SR9 Project, City Project 2016-PW-02
- l. Request for Approval of Grant Agreement – Interlocal Cooperative Agreement between Skagit County and City of Sedro-Woolley – SR20/Cascade Trail West Extension
- m. Interlocal Agreement with Skagit County regarding Impact Fees in the Urban Growth Area
- n. Funding Agreement with Skagit County for EDASC Dues – 2016
- o. Professional Services Agreement No. 2016-PS-16 for Miscellaneous On-Call Professional Services and Local Agency Professional Services Negotiated Hourly Rate Consultant Agreement No. 2016-PS-04
- p. Professional Services Agreement No. 2016-PS-01 for Design Phase Services for the Fruitdale Road Arterial Improvement Project – H.W. Lochner, Inc.

4. Public Comment.....204

PUBLIC HEARING

5. Possible adoption by Resolution of Amendment 1 to the Six-Year Transportation Improvement Program (TIP) 2016-2021 (*first reading*).....205-207

UNFINISHED BUSINESS

NEW BUSINESS

6. Transportation Benefit District Annual Report – 2015.....208-211

7. Appointment of Mayor Pro-Tem.....212

8. Council Organizational Matters.....213-217

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

9. Written Reports to Council.....218-225

10. Informational Items

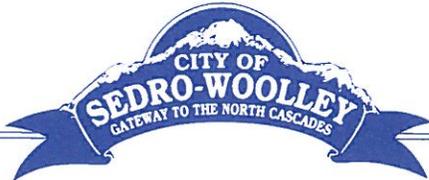
EXECUTIVE SESSION

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

**Next Meeting:
January 27, 2016
7:00 PM**

JAN 13 2016

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



DATE: January 13, 2016
TO: Mayor Wagoner and City Council
FROM: Patsy Nelson, Finance Director
SUBJECT: 1) CALL TO ORDER; 2) PLEDGE OF ALLEGIANCE; 3) CONSENT
CALENDAR

1. CALL TO ORDER - The Mayor will call the January 13, 2016 Regular Meeting to Order. The Finance Director will note those in attendance and those absent.

___ Ward 1 Councilmember Judith Dunn Lee
___ Ward 2 Councilmember Germaine Kornegay
___ Ward 3 Councilmember Brenda Kinzer
___ Ward 4 Councilmember Julia Johnson
___ Ward 5 Councilmember Chuck Owen
___ Ward 6 Councilmember Rick Lemley
___ At-Large Councilmember Brett Sandström

2. PLEDGE OF ALLEGIANCE - The Mayor will lead the City Council and citizens in the Pledge of Allegiance to the United States of America.
3. CONSENT CALENDAR - Mayor will ask for Council approval of Consent Calendar items.

JAN 13 2016

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 366

CITY OF SEDRO-WOOLLEY

Council Worksession
December 2, 2015 – 7:00 P.M. – Council Chambers

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

Flag Salute

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Kevin Loy, Germaine Kornegay, Brenda Kinzer, Hugh Galbraith, Rick Lemley and Brett Sandström. Staff: City Supervisor/Attorney Berg, Planning Director Coleman, Jana Hansen and Public Works Director Freiberger. Consultants: Bill Hager and Mike Stringer.

- Comprehensive Plan Amendment and Adoption of the Center for Innovation and Technology Subarea Plan

The topic was introduced by staff member Jana Hansen who led the presentation along with Consultant Mike Stringer of Maul Foster & Alongi.

- Planned Action Ordinance and Mitigation Decision Document, Attachment A for the Center for Innovation and Technology

This topic was again introduced by staff member Jana Hansen along with Consultant Mike Stringer of Maul Foster & Alongi. There was a limited discussion with a question and answer period.

- Amendments to Chapter 17.32 SWMC, Public Zone – Incorporating Referenced to the Planned Action Ordinance for the Center for Innovation and Technology.

Introduced by staff member Jana Hansen followed by discussion.

The above items were all 1st read with no decision made.

- Miscellaneous

Public Works Director Freiberger updated Council on the recent TIB funding and applications submitted. He then presented a late item regarding a Waste Water Treatment Plant Equipment Consultant. Frieberger reported on the process for selection of the consultant and presented background information on the need for the equipment study. He requested Council approve the contract with Brown and Caldwell, Inc.

Councilmember Lemley moved to authorize the Mayor to execute the attached Professional Services Agreement No. 2015-PS-18 with Brown and Caldwell, Inc of Seattle, WA to provide the Sedro-Woolley WWTP Structure and Equipment Assessment Project in the amount not to exceed \$32,000. Seconded by Councilmember Galbraith. Motion carried (6-0).

City Supervisor/Berg reported on the STEM (Science, Technology, Engineering & Math) Conference held at the Microsoft Campus.

Public Works Director Freiburger reported the design consultant has been selected for the Fruitdale Ave. project. Lochner Inc. is the selected consultant.

Some discussion took place on previous efforts of projects at the Northern State Campus.

Councilmember Kornegay announced the upcoming tree lighting and parade on Saturday at 5 P.M.

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

The worksession adjourned at 7:46 P.M.

JAN 13 2016

CITY OF SEDRO-WOOLLEY

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 36 (10)

Regular Meeting of the City Council
December 9, 2015 – 7:00 P.M. – Council Chambers

ROLL CALL: Present: Mayor Mike Anderson; Councilmembers: Germaine Kornegay, Brenda Kinzer, Keith Wagoner (late), Hugh Galbraith, Rick Lemley and Brett Sandström Staff: Recorder Brue, Finance Director Nelson, City Supervisor/Attorney Berg, Director of Public Works Freiburger, Planning Director Coleman, Asst. Fire Chief Olson and Sgt. Harris

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

Pledge of Allegiance

Consent Calendar

- Approval of Agenda
- Minutes from Previous Meeting
- Finance
 - Claim Checks #182752 to #182831 in the amount of \$560,397.72.
 - Payroll Checks #58756 to #58772 plus EFT's in the amount of \$279,880.57.
- Ordinance 1833-15 – 2015 Budget Amendment #4
- Employment Contract
- Ordinance 1834-15 – 2016 Salary Ordinance
- Biosolids Contract with King County and BPI – Amendment #1
- Professional Services Agreement for Miscellaneous On-Call Professional Services
 - 2016-PS-02 – Skagit Surveyors & Engineers – On-Call Engineering and Surveying
 - 2016-PS-06 Lisser & Associates PLLC – On-Call Survey Services
 - 2016-PS-07 J. Hanson Consulting LLC – Economic Development Coordinator Services
 - 2016-PS-08 Transo Group USA Incorporated – On-Call Transportation Services
 - 2016-PS-09 The Otos Group LLC – On-Call Planning and Development of Parks
 - 2016-PS-10 Scott Thomas, Esq. – On-Call Hearing Examiner
 - 2016-PS-11 Guardian Northwest Title & Escrow – Title and Escrow Professional Services

Councilmember Galbraith moved to approve the consent calendar items A through H. Seconded by Councilmember Kornegay.

Motion carried (5-0).

Councilmember Wagoner arrived.

Public Comment

Dennis O'Neil – 109 Talcott St., addressed the Council with comments on pedestrian safety and cars not stopping or slowing for pedestrians in crosswalks along Metcalf Street. He presented statistics on crosswalk violations and questioned how to enforce the law with no tracking. He encouraged a refocus of efforts for better enforcement.

Ed Bishop – 4950 Ida Dr., spoke on the same issue as addressed by Mr. O'Neil. He noted he was hit in the crosswalk on Metcalf and Woodworth. Bishop requested the Police to address the issue with more vigor.

Phillip Murray – 223 State St. addressed the proposed increase on the water and questioned how the tax would be calculated.

PUBLIC HEARING

Moratorium on Public Uses in the Mixed Commercial Zone (Interim Ordinance #1827-15)

City Supervisor/Attorney Berg presented background information on Ordinance 1827-15 and the process for a public hearing. He noted the purpose of the moratorium is to freeze the field while a study is done. It ensures whatever policy decision is made it will be for that date forward. He clearly stated the topic is about allowed uses within the mixed commercial zone not specifically a Library. Berg also reminded Council of the investment the City has made in the infrastructure along the Hwy 20 corridor and rezone to mixed commercial and addressed allowed uses that do not generate tax or do not pay taxes as the policy question.

Mayor Anderson opened the public hearing at 7:15 P.M.

Dick Nord – 107 S. 3rd St, La Conner and owner of Windermere in Sedro Woolley asked Council to reconsider the ordinance.

Carole Torset – a Sedro-Woolley resident for 35 years, requested the moratorium be lifted.

Chris Silves – board member of Central Skagit Rural Library Board, 23298 Gunderson Road, presented background information and asked the Council to reconsider the ordinance.

Susan Trout – 26347 Burmaster Road, spoke on the direction of the Library Board and supports a collaborative effort.

Elinor Nakis – 6591 Fruitdale Rd. requested a list of property inventory owned by the city not producing taxes. She also requested a current inventory of mixed commercial land and encouraged the City and Skagit Rural Library to work together.

Mindi Cosler 22452 Prairie, presented an update on the facility search and reasons to locate it within the city. She also presented statistics of the Library Board.

Tiffany Danley – 4515 Park Rd., urged Council to reconsider the moratorium.

Melissa Macomber – 417 Spring Ln.. Requested Council drop the moratorium and to continue talks with the Skagit Rural Library.

Linda Allen – 7377 Hayes Ln. spoke of her background in children’s library, combining resources to provide services and revenue issues.

Jim Johnson – 587 Carter St. expressed support of the moratorium and the need for cooperation between the city and rural library.

Sylvia Matterand – 13294 State Rt. 9, expressed favor for the moratorium, collaboration and the value in combining and having one great library.

Wayne Carlson – 14602 Baker Heights Rd. spoke of the opportunity to have a library, logical location of Sedro-Woolley and encouraged a face to face discussion.

Jennifer Silves – 13254 Parkhurst Ln. – expressed concerns regarding access to the Sedro-Woolley. She feels the action is an attack and driving a bigger wedge.

Kim Morgan – 413 Talcott – spoke of those that originally went out and got signatures on the petition and the original intent for the Skagit Rural Library and is in favor of the moratorium.

Mike Macomber – 417 Spring Ln. addressed the moratorium as being directed at the Rural Library Board. He also spoke about libraries in Ferndale and Burlington and their programs.

Shawn Danley – 4515 Park Rd. urged Council to remove the moratorium to allow the district to explore the feasibility within the City.

Lynn Torset – 9419 Soren Rd. – addressed comments made on the moratorium not being related to library actions. He believes the moratorium was a direct impact of the City finding out.

Linda Morgan – 413 Talcott St. encouraged the moratorium to stay in place. She noted she was one of the original people who obtained signatures with the intent for two libraries to join together.

Dennis O’Neil – 109 Talcott – spoke of the United General and Skagit Valley Hospital affiliation and was in favor of the moratorium for the group to work something out.

Mayor Anderson closed the public hearing at 8:05:30 P.M.

Council discussion was held regarding the Central Skagit Rural Partial County Library District time line, ongoing talks with the City, progress benchmarks within the moratorium, separated issues and mixed commercial area.

Councilmember Wagoner separately addressed the issues of mixed commercial properties and the Rural Library. He spoke of exempt taxing districts and the need to provide services. Wagoner then addressed the Library issue, noting that everyone is here for the common good. He encouraged leaving the moratorium in order to work on a solution.

Councilmember Galbraith commented on the value of the both entities and taking time with the moratorium would allow time to come together.

Councilmember Galbraith moved to approve Ordinance No. 1835-15 An Ordinance Adopting Findings of Fact Ratifying, Confirming and Continuing Ordinance 1827-15 Adopted October 28, 2015 Proclaiming an Emergency and Placing A Moratorium on the Processing or Accepting of Applications for Permits or Licensing and Establishment for any Building or Land Use Activity Involving Public Uses in the Mixed Commercial Zone. Seconded by Councilmember Wagoner. Motion carried (6-0).

UNFINISHED BUSINESS

Proposed Comprehensive Plan Amendment and Subarea Plan for the Center for Innovation and Technology

Jana Hanson reviewed the staff report outlining the process and coordination of the sub area plan. She noted the policy document directs reuse and redevelopment of the area for the next 20 plus years.

Councilmember Wagoner moved to approve Ordinance No. 1836-15 Adopting the Center for Innovation and Technology Subarea Plan and amending the Sedro-Woolley Comprehensive Plan. Seconded by Councilmember Galbraith. Motion carried (6-0).

Planned Action Ordinance and Mitigation Decision Document, Attachment A for the Center for Innovation and Technology

Jana Hanson reviewed the proposed ordinance that describes the vision described in the subarea plan. This document is used for future development.

Councilmember Wagoner moved to approve Ordinance No. 1837-15 adopting the Planned Action Ordinance and Mitigation Decision Document, Attachment A for the Center for Innovation and Technology. Seconded by Councilmember Kornegay. Motion carried (6-0).

Proposed Amendments to Chapter 17.32 SWMC, Public Zone

Jana Hanson reviewed the proposed ordinance noting it is to reflect the planned action ordinance. The document provides structure for projects.

Councilmember Wagoner moved to approve Ordinance No. 1838-15 approving amendments to Chapter 17.32 Sedro-Woolley Municipal Code. Seconded by Councilmember Sandström. Motion carried (6-0).

Preliminary Approval of the Plat of Sauk Mountain View Estates North V – A Planned Residential Development (File #LP-2014-094)

Planning Director Coleman lead the second read on a 28 Unit Plat that was discussed at the last meeting.

Councilmember Wagoner moved to approve Resolution No. 930-15 A Resolution Granting Preliminary Approval for the “Plat of Sauk Mountain View Estates North Phase V – A Planned Residential Development,” A 28-Lot Subdivision and Authorizing the Mayor and his Designee(s) to Sign all Preliminary Plat Approval Documents. Seconded by Councilmember Galbraith. Motion carried (6-0).

Utility Tax on Water

City Supervisor/Attorney Berg addressed the recent split 3/3 vote at the previous meeting regarding the Utility Tax on Water. He noted the tie vote is deemed tabled until the tie can be broken. He noted the absence of Councilmember Loy and requested Council direction as to whether to vote tonight or to bring it to another Council meeting after the first of the year.

City Supervisor/Attorney Berg reviewed the history of the tax with some discussion on the use of funds.

Councilmember Wagoner moved to approve Ordinance No. 1839-15 an Ordinance Amending SWMC 5.06.020 to Increase the City Utility Tax on Domestic Water. Seconded by Councilmember Kornegay. Motion ties (3-3, Councilmembers Kinzer, Galbraith and Sandström opposed).

NEW BUSINESS

Resolution to Not Designate the Skagit River as a Wild Steelhead Gene Bank (Wildcat Steelhead Club)

City Supervisor/Attorney Berg introduced Bill Reinard of the Wildcat Steelhead Club.

Bill Reinard – 12221 Eagle Dr. addressed the Council and also acknowledged Mike Rathvon, President of the Wildcat Steelhead Club in the audience. Reinard presented a historical view regarding endangered species and hatcheries and addressed action to designate the Skagit River to Wild Steelhead Gene Bank Status. He requested Council consider adopting a resolution to not designate the Skagit River as a Wild Steelhead Gene Bank.

Reinard entertained questions from the Council.

Don Collin – 22299 Cully Rd. spoke of the once vibrant fishing industry of the 1960’s and the revenues that were brought in by visitors coming to the Skagit River for fishing.

Councilmember Sandström moved to approve Resolution No. 931-15 Resolution to not Designate the Skagit River as a Wild Steelhead Gene Bank. Seconded by Councilmember Galbraith. Motion carried (6-0).

Animal Code Update Error Correction

City Supervisor/Attorney Berg reviewed the animal code update that was inadvertently left out of the recent major Animal code update. He noted there is currently one case pending where the ordinance would address the issue for the animal.

Councilmember Sandström moved to approve Ordinance No. 1839-15 An Ordinance of the City of Sedro-Woolley Reenacting Sections of the Sedro-Woolley Municipal Code Title 6 Relating to the Keeping of Animals and Animal Treatment within the City. Seconded by Councilmember Lemley. Motion carried (6-0).

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Police Sgt. Harris – reported Officer Wilson has finished her FTO.

Asst. Fire Chief Olson – reported on completion of the Fire Academy. He also noted the department is prepared for flood fight if necessary. Engine #55-15 was in the Christmas parade and he thanked Glenn Gardner for the awesome job of the lights on the truck.

Planning Director Coleman – reported the new building inspector is doing great and is a great asset to the department. He also announced an upcoming Planning Commission public hearing on the UGA Expansion on December 15th. They will also be introducing the topic for the Rural Library at that same meeting. The County Planning Commission will be holding a meeting on January 5th on the review of our the UGA expansion.

Public Works Director Freiburger – noted he is watching the flood situation closely and reported on sand bag locations. He also updated Council on the status of the Jameson, Cascade Trail and Fruitdale projects.

City Supervisor/Attorney Berg – spoke of the AWC legislative conference on January 28th and 29th and addressed attendance for the Council meeting. He also reminded Council of the upcoming City Luncheon on December 23rd. Berg presented a late materials item regarding the veteran's memorial park at the Northern State Recreational area that Council has previously expressed support.

Councilmember Lemley moved to adopt Resolution No. 932-15 A Resolution of the Sedro-Woolley City Council Supporting the Development of a Veterans Park on the Northern State Recreation Area Property. Councilmember Kinzer seconded. Motion carried (6-0).

City Supervisor/Attorney Berg detailed meetings held with representatives of the Rural Library. He announced the upcoming special meeting to be held Tuesday 15th at 9:00 AM with the City Council and Rural Library Board for further discussion and public comment.

Finance Director Nelson – reported the Finance Department has been busy with preparations for year end and the affordable care act paperwork. She also reported on a Skagit Valley College student working on an internship and helping in the finance department.

Councilmember Kornegay – announced an open house for Community Action.

Councilmember Wagoner – expressed his opinion of Sedro-Woolley having the best parade, best tree and being the best City.

Councilmember Lemley – expressed his appreciation to Councilmember Galbraith and noted what an honor it has been to sit next to him for all the years on the Council.

Councilmember Sandström – commended the Sedro-Woolley Police for recent actions of some vandalism.

Councilmember Kornegay – commented the parade this year was a feel good moment for the City.

EXECUTIVE SESSION

The meeting adjourned to Executive Session on Real Estate at 9:31 P.M. for approximately 15 minutes under RCW 42.30.110. No action is anticipated.

The meeting reconvened at 9:46 P.M.

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

The meeting adjourned at 9:47 P.M.

JAN 13 2016

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 36 (iii)

CITY OF SEDRO-WOOLLEY

Special Meeting of the City Council
Library Summit
December 15, 2015 – 9:00 A.M. – Council Chambers

ROLL CALL: Present: Mayor Pro-Tem Keith Wagoner, Councilmembers: Kevin Loy, Brenda Kinzer and Brett Sandström (Late arrival at 9:05) City Staff: City Supervisor/Attorney Berg and Librarian Debra Peterson. Central Skagit Rural Partial County Library District (CSRPLD): Lynn Torset, Chris Silves, Library Director Jeanne Williams and Library Board Chair Mindy Cosler.

Mayor Pro Tem Wagoner called the meeting to order noting there was not a quorum and led the flag salute.

Library Chair Mindy Cosler called the meeting of the CSRPLD to order noting they had a quorum.

City Councilmember Brett Sandström arrived at 9:05 AM, creating a quorum.

City Supervisor/Attorney Berg summarized previous meeting results including collaboration options, evaluation methods, and services provided by the library of tomorrow.

City Librarian Debra Peterson lead a discussion on shared interests: collection (books, e-readers, cds), staff, space, technology, activities (book discussions, life long learning, children, early learning), community hub/revitalization, ELL program and rural services (access to all patrons). The challenge is how to finance these wonderful options.

Issues and Concerns

Issues and Concerns were noted to be funding, location, size, timing, staff, lost opportunity, fear of change, access for Sedro-Woolley School District students, library's potential site and merging services.

CSRPLD Director Jeanne Williams reported on their current 750 sq. ft. facility on State St. noting they have 3,000 items and service over 500 patrons with digital offering of 200 plus people per month. She also addressed their need for a larger space now before combined services could be achieved, possible locations and size of facility.

Next Steps

Mayor Pro Tem Wagoner proposed continuing weekly meeting and update the public.

Board member Chris Silves addressed the fact they are receiving nothing from Sedro-Woolley and sees no purpose in continuing, as there is no trust.

Board member Lynn Torset stated he is ready to move now. They would like to work with Sedro-Woolley, but it seems unlikely at present.

City Supervisor/Attorney Berg clarified the City's recent action.

Board Chair Cosler stated libraries are cooperative in nature and we need to resolve issues.

Board member Silves moved to close the meeting. Seconded by Board member Torset.

Public Comment

The following people spoke during the public comment period.

Kim Morgan – 401 Talcott St. – the initial vision of petitioners has been lost. He is disappointed in this negativity and negative comments on facebook need to stop.

Margene Burke – the petitioners knew the County would take over. Two weeks after foundation invited rural to meet but rural said no. Need to cooperate.

Sharon Howell – Let's stop fighting and get along.

Judy Kruger – need a library for this town, help each other and work together.

Judith Meadows – no collaboration now, keep Sedro-Woolley Library as is. Rural has 15,000 people, what are their top 4 needs? Target money towards identified needs rather than building which will last just a few years before it is out grown.

Helge Andersson – tale of 2 cities; why not expand existing building

Elizabeth Swagert – lives in the City, Skagit Valley Herald mis information, the Sedro-Woolley Library currently serving Sedro-Woolley School District students. Has attended all rural meetings for years. There is much animosity toward Sedro-Woolley Library. No one working on the proposed library was selected by Skagit County Commissioners to be on Board.

Mary Andersson – 928 Beachley – City library currently serves free computers and book exchange rack. Pioneered the STAR reading program (4 books to non-City kids). Let's start fresh.

George Ron Maxfield – 13065 Glenwood Dr. – Property taxes are greater than purchasing an out of area card. Working together is important and accumulate money until a better plan is made.

Jim Johnson – 587 Carter – very pleased with the local library. Doesn't feel like collaboration is in the works. Shared interests are great.

Katie Janicki – Clear Lake – thanked the rural directors for their work – please work with Sedro-Woolley for one library for all, willing to wait for it to be done right.

Linda Allen – 7377 Hayes Lane – the city has needed a larger library for a long time.

Danny Noel – 8225 Garden of Eden – love libraries- need libraries, Skagit County doesn't work together. You can do what you think you can do. Ask for help to set up from other existing entities rather than recreating the wheel.

Sylvia Matterand – Clear Lake -- do not feel sense of urgency, collaborate and create the best, forget the past hurts and move forward. Don't duplicate, don't waste, Rural – ask constituents what services they want through website.

Carol Torset – 9419 Soren Rd. – wants a library now, want Sedro-Woolley to pay same money or no collaboration. Sedro-Woolley not doing a thing to join. Only taxpayers should have a say.

Christine Johnson – 801 McLean – love of books – libraries is an important part of community and future. Be careful with deliberate planning.

Mayor Pro Tem Wagoner thanked everyone for their comments.

Library Chair Cosler thanked every one for their comments.

Meeting adjourned at 10:48 A.M.

JAN 13 2016

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 36 (iv)

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
December 22, 2015 – 4:00 P.M. – City Hall Lobby

ROLL CALL: Present: Mayor Mike Anderson; Councilmembers: Kevin Loy, Germaine Kornegay, Brenda Kinzer, Keith Wagoner, Hugh Galbraith, Rick Lemley and Brett Sandström (Late) Staff: Recorder Brue, Finance Director Nelson, City Supervisor/Attorney Berg, Public Works Director Freiberger, Planning Director Coleman and Fire Chief Klinger. Additional staff members from various departments were in the audience.

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

Pledge of Allegiance

Consent Calendar

- Approval of Agenda
- Finance
 - Claim Checks #182832 to #182918 plus EFT's in the amount of \$270,897.83.
 - Payroll Checks #58773 to #58784 plus EFT's in the amount of \$198,894.49.
- Professional Services Agreements for Miscellaneous On-Call Professional Services
 - 2016-PS-12 – SCADA & Controls Engineering – on-call SCADA support
 - 2016-PS-13 – Materials Testing & Consulting Inc. – on-call materials testing & inspections
 - 2016-PS-14 – GeoTest Services Inc. – on-call materials testing & inspections
 - 2016-PS-15 – Katy Isaksen & Associates – On-call utility financial planning and studies

Councilmember Kornegay questioned the SCADA on call contract. Public Works Director Freiberger provided explanation.

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

Councilmember Sandström arrived.

Public Comment

George Wolner – Thanked Mayor Anderson for his work and dedication to the City of Sedro-Woolley and wished him great travels in his retirement.

PUBLIC HEARINGS

UNFINISHED BUSINESS

NEW BUSINESS

Recognition of Outgoing Council & Mayor

Mayor Anderson presented outgoing Councilmembers Hugh Galbraith (Ward 5) and Kevin Loy (Ward 1) with a commemorative desk plaque for their years of service to the city.

Councilmember, Mayor Pro-Tem and Incoming Mayor Wagoner presented outgoing Mayor Anderson a commemorative desk plaque for recognition for his 25 years of service as a Councilmember (At-Large and Ward 1) and Mayor.

Senator Kirk Pearson read a letter from the Washington State Senate and Washington State Legislature recognizing Mayor Anderson for his service to the community, the City and the people of our great state.

Swearing in of Newly Elected Council & Mayor

Mayor Anderson called Judith Dunn Lee (Ward 1), Julia Johnson (Ward 4) and Chuck Owen (Ward 5) to come forward. He administered the oath of office for their respective Council positions.

Mayor Anderson then called upon Keith Wagoner, incoming Mayor. He administered the oath of office for the office of Mayor and presented him with an engraved meeting gavel and sound block.

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

No committee or officer reports were given.

EXECUTIVE SESSION

The meeting was adjourned at 4:15 P.M. to executive session for approximately 15 minutes for discussion of potential litigation under RCW 42.30.110 (i) with a potential decision.

The meeting reconvened at 4:42 P.M.

Councilmember Kornegay moved to adjourn. Seconded by Councilmember Kinzer. Motion carried (7-0).

The meeting adjourned at 4:43 P.M.

JAN 13 2016

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 3(y)

CITY OF SEDRO-WOOLLEY

Council Worksession
January 6, 2016– 7:00 P.M. – Council Chambers

The worksession was called to order at 7:00 P.M. by Mayor Keith Wagoner.

Flag Salute

ROLL CALL: Present: Mayor Keith Wagoner, Councilmembers: Judith Dunn Lee, Germaine Kornegay (Late 8:15), Brenda Kinzer, Julia Johnson, Chuck Owen, Rick Lemley and Brett Sandström. Staff: City Supervisor/Attorney Berg and Finance Director Nelson

Open Public Meeting Act/Public Records Act/Records Retention Training
(Mandatory within 90 days of election and every four years thereafter)

- City Supervisor/Attorney Berg lead training on the Open Public Meeting Act/Public Records Act and Records Retention.

Executive Session

- The worksession adjourned to Executive Session at 7:55 P.M. for the purpose of potential litigation under RCW 42.31.110(i) for approximately 30 minutes with possible action.

Councilmember Kornegay arrived at 8:15 P.M. and joined the Executive Session.

The meeting reconvened at 9:05 P.M.

2016 Council Retreat

- The general consensus of the Council was to hold a full-day retreat in the spring.

Council Roundtable

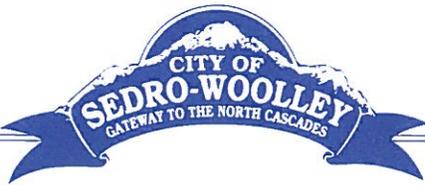
- A Council roundtable discussion was held and included the following items:
 - Providing larger sized recycling cans and additional recycling pickups during the holiday season.
 - Congressman Larson was in town, visiting several independently owned businesses.
 - Various code enforcement issues in the down town area
 - Updating rules of conduct for Council meetings.
 - Expanding Library hours (10 A.M. – 8 P.M.)
 - Vehicle damage to the Library building

Councilmember Dunn Lee moved to adjourn. Seconded by Councilmember Kinzer. Motion carried (7-0).

The worksession adjourned at 9:30 P.M.

JAN 13 2016

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



DATE: January 13, 2016
TO: Mayor Wagoner and City Council
FROM: Patsy Nelson, Finance Director
SUBJECT: FINANCE - CLAIMS

Attached you will find the Claim Checks register proposed for payment for the period ending December 31, 2015.

Motion to approve Claim Checks #182919 to #183038 in the amount of \$251,335.11.

Motion to approve Payroll Checks #58785 to #58801 plus EFT's in the amount of \$327,704.40.

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

CHECK REGISTER

City Of Sedro-Woolley
MCAG #: 0647

12/31/2015 To: 12/31/2015

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
9362	12/31/2015	Claims	2	182919	A Briteway Window Cleaning Service	950.00	
					101 - 576 80 48 005 - Senior Center	250.00	
					101 - 576 80 48 016 - City Hall	700.00	
9363	12/31/2015	Claims	2	182920	A WorkSAFE Service, Inc.	52.00	
					001 - 522 20 41 010 - Prof Service-Medical Exams	52.00	
9364	12/31/2015	Claims	2	182921	A-1 Mobile Lock & Key	135.63	
					101 - 576 80 48 016 - City Hall	135.63	
9365	12/31/2015	Claims	2	182922	AT & T	11.53	
					001 - 514 23 42 020 - Telephone	11.53	
9366	12/31/2015	Claims	2	182923	ATV Signs	277.76	
					001 - 595 10 31 001 - Address & Street Signs-Reiml	277.76	
9367	12/31/2015	Claims	2	182924	Acousti-Co. Ceilings	419.90	
					101 - 576 80 48 016 - City Hall	419.90	
9368	12/31/2015	Claims	2	182925	All-Phase Electric	43.88	
					401 - 535 50 48 050 - Maint Of General Equip	43.88	
9369	12/31/2015	Claims	2	182926	Allelujah Business Systems	153.84	
					103 - 542 30 31 000 - Operating Supplies	153.84	
9370	12/31/2015	Claims	2	182927	Brad J. Anderson	12.94	
					001 - 512 50 49 020 - Jury/Witness Fees	12.94	
9371	12/31/2015	Claims	2	182928	Jason Anderson	10.89	
					001 - 512 50 49 020 - Jury/Witness Fees	10.89	
9372	12/31/2015	Claims	2	182929	Philip C. Anderson	16.50	
					001 - 512 50 49 020 - Jury/Witness Fees	16.50	
9373	12/31/2015	Claims	2	182930	Aramark Uniform Services	29.88	
					401 - 535 80 49 000 - Laundry	8.22	
					401 - 535 80 49 000 - Laundry	8.22	
					103 - 542 30 49 000 - Misc-Laundry	6.72	
					103 - 542 30 49 000 - Misc-Laundry	6.72	
9374	12/31/2015	Claims	2	182931	Assoc Petroleum Products	4,618.18	
					001 - 518 20 32 000 - Auto Fuel	109.50	
					001 - 521 20 32 000 - Auto Fuel	1,212.20	
					001 - 522 20 32 000 - Auto Fuel/Diesel	167.80	
					001 - 522 20 32 000 - Auto Fuel/Diesel	377.70	
					001 - 522 20 32 000 - Auto Fuel/Diesel	466.44	
					001 - 523 20 32 000 - Auto Fuel	24.01	
					001 - 523 20 32 000 - Auto Fuel	23.36	
					401 - 535 80 32 000 - Auto Fuel/Diesel	58.11	
					401 - 535 80 32 000 - Auto Fuel/Diesel	35.75	
					401 - 535 80 32 000 - Auto Fuel/Diesel	130.03	
					102 - 536 20 32 000 - Auto Fuel/Diesel	67.72	
					412 - 537 80 32 000 - Auto Fuel/Diesel	169.96	
					412 - 537 80 32 000 - Auto Fuel/Diesel	563.30	
					412 - 537 80 32 000 - Auto Fuel/Diesel	687.90	
					412 - 537 80 32 000 - Auto Fuel/Diesel	116.46	
					412 - 537 80 32 000 - Auto Fuel/Diesel	1.09	
					103 - 542 30 32 000 - Auto Fuel/Diesel	81.23	
					103 - 542 30 32 000 - Auto Fuel/Diesel	32.20	
					103 - 542 30 32 000 - Auto Fuel/Diesel	242.08	
					103 - 542 30 32 000 - Auto Fuel/Diesel	51.34	
9375	12/31/2015	Claims	2	182932	Janelle Raeann Batterberry	10.71	

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City Of Sedro-Woolley
MCAG #: 0647

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 512 50 49 020		Jury/Witness Fees	10.71	
9376	12/31/2015	Claims	2	182933	Bay City Supply		1,046.61
			101 - 576 80 31 001		Operating Sup - Riverfront	24.61	
			101 - 576 80 31 006		Operating Sup - City Hall	275.75	
			101 - 576 80 31 006		Operating Sup - City Hall	139.10	
			101 - 576 80 31 006		Operating Sup - City Hall	169.35	
			101 - 576 80 31 012		Operating Sup - Hammer	437.80	
9377	12/31/2015	Claims	2	182934	Berg Vault Company		1,509.30
			102 - 536 20 34 000		Liners	880.00	
			103 - 542 65 48 000		Repair Parking	629.30	
9378	12/31/2015	Claims	2	182935	Bioscience Inc		1,150.00
			401 - 535 50 48 020		Maint Of Pumping Equip	1,150.00	
9379	12/31/2015	Claims	2	182936	Blumenthal Uniform & Equip		75.97
			001 - 522 20 26 000		Uniforms	75.97	
9380	12/31/2015	Claims	2	182937	Bonner Electrical Contracting LLC		793.59
			401 - 535 50 48 050		Maint Of General Equip	470.89	
			101 - 576 80 48 001		Riverfront	322.70	
9381	12/31/2015	Claims	2	182938	Boulder Park Inc		3,717.19
			401 - 535 80 35 020		Solids Handling	3,717.19	
9382	12/31/2015	Claims	2	182939	Carl's Towing Inc		388.44
			001 - 521 20 41 001		Professional Services	194.22	
			001 - 521 20 41 001		Professional Services	194.22	
9383	12/31/2015	Claims	2	182940	Cascade Natural Gas Corp		1,505.13
			401 - 535 80 47 000		Public Utilities	234.25	
			412 - 537 80 47 000		Public Utilities	378.56	
			103 - 542 63 47 000		Public Utilities	103.45	
			103 - 542 63 47 000		Public Utilities	35.84	
			105 - 572 20 47 000		Public Utilities	186.98	
			101 - 576 80 47 010		Community Center	138.83	
			101 - 576 80 47 020		Senior Center	278.13	
			101 - 576 80 47 050		Hammer Square	65.46	
			101 - 576 80 47 052		Bingham Caretaker	83.63	
9384	12/31/2015	Claims	2	182941	Chemsearch		178.25
			401 - 535 50 48 050		Maint Of General Equip	178.25	
9385	12/31/2015	Claims	2	182942	Coastal Wear Products		576.35
			103 - 542 67 31 000		Operating Supplies	576.35	
9386	12/31/2015	Claims	2	182943	Columbia Ford		71,104.00
			501 - 594 21 64 501		Vehicles - Police	35,752.00	
			501 - 594 21 64 501		Vehicles - Police	-200.00	
			501 - 594 21 64 501		Vehicles - Police	35,752.00	
			501 - 594 21 64 501		Vehicles - Police	-200.00	
9387	12/31/2015	Claims	2	182944	Comcast		151.12
			001 - 518 80 42 021		Internet Services	151.12	
9388	12/31/2015	Claims	2	182945	Community Action Of Sk County		375.55
			001 - 562 00 51 030		Skagit Comm Action Agency	338.66	
			001 - 562 00 51 030		Skagit Comm Action Agency	36.89	
9389	12/31/2015	Claims	2	182946	Janice Lynn Craig		10.00
			001 - 512 50 49 020		Jury/Witness Fees	10.00	
9390	12/31/2015	Claims	2	182947	Day Wireless Systems Inc		10.85

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 521 20 48 010		- Repair & Maint - Auto	10.85	
9391	12/31/2015	Claims	2	182948	E & E Lumber		687.28
			401 - 535 80 35 000		- Small Tools & Minor Equip	33.65	
			412 - 537 80 31 000		- Operating Supplies	15.72	
			103 - 542 30 31 000		- Operating Supplies	45.08	
			101 - 576 80 31 001		- Operating Sup - Riverfront	24.46	
			101 - 576 80 31 009		- Operating Sup - Bingham Par	8.66	
			101 - 576 80 48 000		- Repairs/Maintenance	2.84	
			101 - 576 80 48 000		- Repairs/Maintenance	3.12	
			101 - 576 80 48 000		- Repairs/Maintenance	12.81	
			101 - 576 80 48 001		- Riverfront	44.83	
			101 - 576 80 48 006		- Memorial Park	-41.97	
			101 - 576 80 48 006		- Memorial Park	41.97	
			101 - 594 76 31 000		- Buildings & Structures	37.64	
			101 - 594 76 31 000		- Buildings & Structures	47.91	
			101 - 594 76 31 000		- Buildings & Structures	174.91	
			101 - 594 76 31 000		- Buildings & Structures	235.65	
9392	12/31/2015	Claims	2	182949	Edge Analytical Inc		962.00
			401 - 535 80 41 000		- Professional Services	47.00	
			401 - 535 80 41 000		- Professional Services	146.00	
			401 - 535 80 41 000		- Professional Services	47.00	
			401 - 535 80 41 000		- Professional Services	546.00	
			401 - 535 80 41 000		- Professional Services	176.00	
9393	12/31/2015	Claims	2	182950	Enterprise Office Systems		34.93
			001 - 512 50 31 000		- Supplies	16.38	
			001 - 521 20 31 002		- Office/Operating Supplies	18.55	
9394	12/31/2015	Claims	2	182951	FEI		1,217.54
			103 - 542 30 31 000		- Operating Supplies	230.44	
			101 - 576 80 48 014		- Winnie Houser Park	987.10	
9395	12/31/2015	Claims	2	182952	Frontier		1,624.07
			001 - 521 20 42 020		- Telephone	68.66	
			001 - 521 20 42 020		- Telephone	59.46	
			001 - 521 20 42 020		- Telephone	69.76	
			001 - 521 20 42 020		- Telephone	60.30	
			001 - 522 20 42 020		- Telephone	114.09	
			401 - 535 80 42 020		- Telephone	208.94	
			401 - 535 80 42 020		- Telephone	210.60	
			102 - 536 20 42 020		- Telephone	75.83	
			102 - 536 20 42 020		- Telephone	75.83	
			412 - 537 80 42 020		- Telephone	58.54	
			412 - 537 80 42 020		- Telephone	59.40	
			105 - 572 20 42 020		- Telephone	114.09	
			105 - 572 20 42 020		- Telephone	115.79	
			101 - 576 80 47 010		- Community Center	55.90	
			101 - 576 80 47 070		- City Hall	137.34	
			101 - 576 80 47 070		- City Hall	139.54	
9396	12/31/2015	Claims	2	182953	Glenn Gardner		1,898.75
			001 - 521 20 48 010		- Repair & Maint - Auto	271.25	
			501 - 594 21 64 501		- Vehicles - Police	1,627.50	
9397	12/31/2015	Claims	2	182954	Generator Services NW		2,930.98
			001 - 521 20 48 000		- Repairs & Maintenance	130.98	
			001 - 522 50 48 030		- Repair/Maint-Station	130.98	
			425 - 531 50 48 000		- Repairs/Maintenance	130.97	
			401 - 535 50 48 000		- Maintenance Contracts	1,309.77	
			401 - 535 50 48 050		- Maint Of General Equip	1,097.30	
			101 - 576 80 48 016		- City Hall	130.98	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
9398	12/31/2015	Claims	2	182955	Tami Jean Gilbert	18.90	
					001 - 512 50 49 020 - Jury/Witness Fees	18.90	
9399	12/31/2015	Claims	2	182956	Cynthia Ellen Grenier	18.01	
					001 - 512 50 49 020 - Jury/Witness Fees	18.01	
9400	12/31/2015	Claims	2	182957	Charles Groves	14.45	
					001 - 512 50 49 020 - Jury/Witness Fees	14.45	
9401	12/31/2015	Claims	2	182958	Jim Gutierrez	33.04	
					103 - 542 30 49 030 - Misc-Tuition/Registration	33.04	
9402	12/31/2015	Claims	2	182959	HB Jaeger Co LLC	1,578.68	
					401 - 594 35 64 001 - Portable Equipment	1,578.68	
9403	12/31/2015	Claims	2	182960	Sharon Hendrickson	13.56	
					001 - 512 50 49 020 - Jury/Witness Fees	13.56	
9404	12/31/2015	Claims	2	182961	Home Depot Credit Services	743.41	
					102 - 536 20 48 040 - Repair/Maint-Equip & Bldg	143.27	
					412 - 537 80 31 000 - Operating Supplies	39.40	
					101 - 594 76 31 000 - Buildings & Structures	560.74	
9405	12/31/2015	Claims	2	182962	Honey Bucket	22.50	
					101 - 576 80 47 090 - Portable Toilets	75.00	
					101 - 576 80 47 090 - Portable Toilets	-52.50	
9406	12/31/2015	Claims	2	182963	Daniel D. Howland	15.34	
					001 - 512 50 49 020 - Jury/Witness Fees	15.34	
9407	12/31/2015	Claims	2	182964	Deanna M. Huddle	16.76	
					001 - 512 50 49 020 - Jury/Witness Fees	16.76	
9408	12/31/2015	Claims	2	182965	Ingram Library Services	114.91	
					105 - 594 72 64 001 - Books - Skagit County	53.43	
					105 - 594 72 64 001 - Books - Skagit County	38.66	
					105 - 594 72 64 001 - Books - Skagit County	22.82	
9409	12/31/2015	Claims	2	182966	Melissa Jil Johnson	11.34	
					001 - 512 50 49 020 - Jury/Witness Fees	11.34	
9410	12/31/2015	Claims	2	182967	Joys Bakery & Cafe	1,122.55	
					001 - 511 60 31 000 - Supplies	35.15	
					001 - 517 90 43 001 - Employee Recognition	1,087.40	
9411	12/31/2015	Claims	2	182968	KCDA Purchasing Cooperative	254.36	
					001 - 514 23 31 000 - Supplies	254.36	
9412	12/31/2015	Claims	2	182969	Kroesen's Inc	402.17	
					001 - 522 20 26 000 - Uniforms	222.28	
					001 - 522 20 26 000 - Uniforms	179.89	
9413	12/31/2015	Claims	2	182970	LN Curtis & Sons	41.47	
					001 - 522 20 31 000 - Operating Supplies	41.47	
9414	12/31/2015	Claims	2	182971	Lakeside Industries	992.52	
					103 - 542 30 48 000 - Repair/Maint-Streets	992.52	
9415	12/31/2015	Claims	2	182972	Language Exch Inc (The)	240.00	
					001 - 512 50 41 040 - Language Interpreter	240.00	
9416	12/31/2015	Claims	2	182973	Lithtex NW	137.80	
					412 - 537 80 31 000 - Operating Supplies	137.80	
9417	12/31/2015	Claims	2	182974	Lou's Gloves Inc.	445.00	
					401 - 535 80 31 010 - Operating Supplies	445.00	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
9418	12/31/2015	Claims	2	182975	Martin Marietta Materials	4,087.61	
					103 - 542 30 48 000 - Repair/Maint-Streets	349.32	
					103 - 542 30 48 000 - Repair/Maint-Streets	75.33	
					103 - 542 30 48 000 - Repair/Maint-Streets	503.89	
					103 - 542 30 48 000 - Repair/Maint-Streets	1,231.21	
					101 - 594 76 63 015 - Janicki Field Construction	866.55	
					101 - 594 76 63 015 - Janicki Field Construction	1,061.31	
9419	12/31/2015	Claims	2	182976	Patricia D. McDonald	18.90	
					001 - 512 50 49 020 - Jury/Witness Fees	18.90	
9420	12/31/2015	Claims	2	182977	McLoughlin & Eardley Corp	3,219.71	
					501 - 594 21 64 501 - Vehicles - Police	343.20	
					501 - 594 21 64 501 - Vehicles - Police	2,876.51	
9421	12/31/2015	Claims	2	182978	McPeake, David & Linda	1,618.33	Refund inactive customer credit balance
					412 - 343 74 00 000 - Equipment Rental	-1,618.33	
9422	12/31/2015	Claims	2	182979	Motor Trucks Inc	9,126.96	
					412 - 537 50 48 000 - Repairs/maint-equip	9,126.96	
9423	12/31/2015	Claims	2	182980	City Of Mount Vernon	125.00	
					001 - 522 45 49 010 - Tuition/Registration	125.00	
9424	12/31/2015	Claims	2	182981	Nat'l Parks/conservation	25.00	
					105 - 594 72 64 001 - Books - Skagit County	25.00	
9425	12/31/2015	Claims	2	182982	Nelson Petroleum	49.94	
					001 - 522 20 32 000 - Auto Fuel/Diesel	49.94	
9426	12/31/2015	Claims	2	182983	Neopost Northwest	86.72	
					001 - 514 23 31 000 - Supplies	86.72	
9427	12/31/2015	Claims	2	182984	Northstar Chemical Inc	1,760.30	
					401 - 535 80 31 020 - Op Supplies-Chemicals	1,760.30	
9428	12/31/2015	Claims	2	182985	Northwest Recycling, Inc.	150.00	
					412 - 537 60 47 010 - Curbside Recycling Disposal	150.00	
9429	12/31/2015	Claims	2	182986	Morgan Christopher Nunley	10.45	
					001 - 512 50 49 020 - Jury/Witness Fees	10.45	
9430	12/31/2015	Claims	2	182987	O'Reilly Auto Parts	20.80	
					001 - 521 20 48 010 - Repair & Maint - Auto	20.80	
9431	12/31/2015	Claims	2	182988	Oasys	1,419.77	
					001 - 514 23 45 000 - Operating Rentals/Leases	1,419.77	
9432	12/31/2015	Claims	2	182989	Oliver-Hammer Clothes	373.41	
					412 - 537 80 31 000 - Operating Supplies	281.21	
					412 - 537 80 31 000 - Operating Supplies	92.20	
9433	12/31/2015	Claims	2	182990	Orca Pacific Inc	1,301.46	
					401 - 535 80 31 020 - Op Supplies-Chemicals	1,301.46	
9434	12/31/2015	Claims	2	182991	Richard A. Parker	16.68	
					001 - 512 50 49 020 - Jury/Witness Fees	16.68	
9435	12/31/2015	Claims	2	182992	Pat Rimmer Tire Ctr Inc	368.36	
					001 - 522 20 48 000 - Repairs/Maint-Equip	140.51	
					412 - 537 50 48 000 - Repairs/maint-equip	227.85	
9436	12/31/2015	Claims	2	182993	Petty Cash-Debra Peterson	27.44	
					105 - 572 20 31 010 - Supplies	27.44	
9437	12/31/2015	Claims	2	182994	Public Safety Testing	200.00	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 521 20 49 010		- Dues/Subscriptions	200.00	
9438	12/31/2015	Claims	2	182995	Puget Sound Energy		25,671.45
			001 - 521 20 47 000		- Public Utilities	153.16	
			001 - 522 50 47 000		- Public Utilities	140.03	
			425 - 531 50 47 000		- Public Utilities	181.06	
			401 - 535 80 47 000		- Public Utilities	11,372.62	
			102 - 536 20 47 000		- Public Utilities	61.57	
			412 - 537 80 47 000		- Public Utilities	167.15	
			103 - 542 63 47 000		- Public Utilities	6.81	
			103 - 542 63 47 000		- Public Utilities	195.00	
			103 - 542 63 47 000		- Public Utilities	8,220.76	
			103 - 542 63 47 000		- Public Utilities	97.56	
			103 - 542 63 47 000		- Public Utilities	97.22	
			108 - 557 30 41 000		- Advertising	21.76	
			105 - 572 20 47 000		- Public Utilities	321.46	
			101 - 576 80 47 000		- Riverfront	731.97	
			101 - 576 80 47 010		- Community Center	160.92	
			101 - 576 80 47 020		- Senior Center	444.44	
			101 - 576 80 47 040		- Train	120.28	
			101 - 576 80 47 050		- Hammer Square	221.48	
			101 - 576 80 47 051		- Bingham / Memorial	160.92	
			101 - 576 80 47 052		- Bingham Caretaker	120.70	
			101 - 576 80 47 052		- Bingham Caretaker	15.89	
			101 - 576 80 47 053		- Other Utilities	10.81	
			101 - 576 80 47 070		- City Hall	2,647.88	
9439	12/31/2015	Claims	2	182996	Quiring Monuments Inc		105.00
			102 - 536 20 34 000		- Liners	105.00	
9440	12/31/2015	Claims	2	182997	Ricoh USA Inc		335.80
			001 - 521 20 48 000		- Repairs & Maintenance	75.95	
			001 - 521 20 48 000		- Repairs & Maintenance	91.95	
			001 - 522 20 45 000		- Equipment Lease	75.95	
			001 - 522 20 48 000		- Repairs/Maint-Equip	91.95	
9441	12/31/2015	Claims	2	182998	Rodda Paint Co		57.33
			412 - 537 80 34 000		- Containers - Garbage	57.33	
9442	12/31/2015	Claims	2	182999	SCADA & Controls Engineering Inc		4,952.65
			401 - 535 80 41 000		- Professional Services	4,060.00	
			401 - 594 35 64 001		- Portable Equipment	892.65	
9443	12/31/2015	Claims	2	183000	Secretary Of State		4,562.30
			105 - 572 20 51 000		- WA Library System	4,562.30	
9444	12/31/2015	Claims	2	183001	Sedro-Woolley Auto Parts		584.92
			001 - 521 20 48 010		- Repair & Maint - Auto	10.13	
			001 - 521 20 48 010		- Repair & Maint - Auto	16.31	
			001 - 522 20 48 000		- Repairs/Maint-Equip	1.01	
			102 - 536 20 48 040		- Repair/Maint-Equip & Bldg	133.44	
			412 - 537 80 31 000		- Operating Supplies	9.62	
			103 - 542 30 31 000		- Operating Supplies	30.27	
			103 - 542 30 31 000		- Operating Supplies	117.44	
			103 - 542 30 35 000		- Small Tools/Minor Equip	62.30	
			103 - 542 30 48 010		- Repair/Maintenance-Equip	29.21	
			103 - 542 30 48 010		- Repair/Maintenance-Equip	7.68	
			103 - 542 30 48 010		- Repair/Maintenance-Equip	11.39	
			103 - 542 30 48 010		- Repair/Maintenance-Equip	7.69	
			101 - 576 80 31 001		- Operating Sup - Riverfront	148.43	
9445	12/31/2015	Claims	2	183002	Sedro-Woolley Farmers Mkt		2,500.00

CHECK REGISTER

City Of Sedro-Woolley
MCAG #: 0647

12/31/2015 To: 12/31/2015

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			108 - 557 30 41 014		S-W Farmers Market	2,500.00	
9446	12/31/2015	Claims	2	183003	Sedro-Woolley Museum	2,100.00	
			108 - 557 30 41 015		S-W Museum	918.49	
			108 - 557 30 41 015		S-W Museum	1,181.51	
9447	12/31/2015	Claims	2	183004	Sedro-Woolley Riding Club	2,000.00	
			108 - 557 30 41 013		S-W Riding Club	2,000.00	
9448	12/31/2015	Claims	2	183005	Sedro-Woolley Rotary Club	3,000.00	
			108 - 557 30 41 016		S-W Rotary Summer Concert	3,000.00	
9449	12/31/2015	Claims	2	183006	Sedro-Woolley Volunteer	12,818.00	
			001 - 522 20 11 010		Salaries-Volunteers	12,818.00	
9450	12/31/2015	Claims	2	183007	Sirchie Finger Print	120.87	
			001 - 521 20 31 002		Office/Operating Supplies	120.87	
9451	12/31/2015	Claims	2	183008	Skagit Co Public Works	2,371.82	
			103 - 542 64 31 004		Street Sign Materials	1,231.40	
			103 - 542 66 31 000		Operating Supplies	1,140.42	
9452	12/31/2015	Claims	2	183009	Skagit County Auditor	924.00	
			401 - 535 80 49 040		Misc-Filing Fees/Lien Exp	462.00	
			412 - 537 80 49 020		Misc-Filing Fees/Lien Exp	462.00	
9453	12/31/2015	Claims	2	183010	Skagit County Treasurer	33,738.74	
			114 - 523 60 51 022		Jail Sales Tax Pass Through 2	33,652.20	
			001 - 586 00 00 001		Crime Victim & Witnss Prog	86.54	
9454	12/31/2015	Claims	2	183011	Skagit Farmers Supply	112.81	
			001 - 521 20 31 002		Office/Operating Supplies	8.67	
			401 - 535 80 31 010		Operating Supplies	29.28	
			401 - 535 80 31 010		Operating Supplies	41.22	
			103 - 542 61 31 000		Operating Supplies	33.64	
9455	12/31/2015	Claims	2	183012	Skagit Hydraulics Inc	683.55	
			412 - 537 50 48 000		Repairs/maint-equip	683.55	
9456	12/31/2015	Claims	2	183013	Skagit Publishing	708.78	
			001 - 511 60 31 001		Legal Publications	163.53	
			001 - 521 10 41 000		Professional Services	202.37	
			001 - 558 60 41 010		Advertising	137.15	
			001 - 558 60 41 010		Advertising	94.95	
			001 - 558 60 41 011		Advertising Reimbuseable	110.78	
9457	12/31/2015	Claims	2	183014	Skagit Regional Clinics	85.00	
			102 - 536 20 41 000		Professional Services	85.00	
9458	12/31/2015	Claims	2	183015	Skagit Soils	840.48	
			412 - 537 60 47 020		Site Yard Waste Disposal	840.48	
9459	12/31/2015	Claims	2	183016	Skagit Valley Herald	14.70	
			001 - 521 20 49 010		Dues/Subscriptions	14.70	
9460	12/31/2015	Claims	2	183017	Solid Waste Systems Inc	1,262.10	
			412 - 537 50 48 000		Repairs/maint-equip	210.53	
			412 - 537 50 48 000		Repairs/maint-equip	1,051.57	
9461	12/31/2015	Claims	2	183018	Heather Sorsdal-Hirotaka	330.00	
			001 - 521 20 28 000		Employee Wellness	330.00	
9462	12/31/2015	Claims	2	183019	Sparkle Shop Laundries	57.23	
			001 - 521 20 26 010		Uniform Cleaning	57.23	
9463	12/31/2015	Claims	2	183020	Staples Business Advantage	994.53	

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City Of Sedro-Woolley
MCAG #: 0647

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
					001 - 514 23 31 000 - Supplies	54.15	
					001 - 514 23 31 000 - Supplies	61.85	
					001 - 521 20 31 002 - Office/Operating Supplies	98.71	
					001 - 521 20 31 002 - Office/Operating Supplies	99.19	
					001 - 521 20 31 002 - Office/Operating Supplies	162.14	
					001 - 521 20 31 002 - Office/Operating Supplies	162.14	
					001 - 521 20 31 002 - Office/Operating Supplies	73.33	
					001 - 524 20 31 000 - Off/Oper Supps & Books	23.15	
					412 - 537 80 31 010 - Office Supplies	6.12	
					412 - 537 80 31 010 - Office Supplies	193.13	
					001 - 558 60 31 000 - Supplies/Books	36.22	
					101 - 576 80 48 010 - Office Equip	3.06	
					101 - 576 80 48 010 - Office Equip	21.34	
9464	12/31/2015	Claims	2	183021	Stryker Sales Corp.		6,475.28
					001 - 522 20 35 000 - Small Tools & Minor Equip	3,237.64	
					501 - 594 22 64 501 - Vehicles - Flre	3,237.64	
9465	12/31/2015	Claims	2	183022	Targhee Fire Svc LLC		264.34
					001 - 522 20 35 000 - Small Tools & Minor Equip	264.34	
9466	12/31/2015	Claims	2	183023	Traffic Sensor Corp.		140.37
					103 - 542 30 48 000 - Repair/Maint-Streets	140.37	
9467	12/31/2015	Claims	2	183024	True Value		747.35
					001 - 521 20 31 002 - Office/Operating Supplies	19.52	
					001 - 521 20 31 002 - Office/Operating Supplies	33.14	
					001 - 521 20 31 002 - Office/Operating Supplies	19.50	
					001 - 521 20 31 002 - Office/Operating Supplies	11.92	
					001 - 521 20 31 002 - Office/Operating Supplies	6.50	
					001 - 521 20 31 002 - Office/Operating Supplies	6.50	
					001 - 521 20 31 002 - Office/Operating Supplies	7.58	
					001 - 522 20 31 000 - Operating Supplies	20.15	
					001 - 523 20 31 000 - Office/Operating Supplies	25.86	
					401 - 535 80 35 000 - Small Tools & Minor Equip	71.59	
					401 - 535 80 35 000 - Small Tools & Minor Equip	65.08	
					103 - 542 30 35 000 - Small Tools/Minor Equip	36.85	
					101 - 576 80 31 001 - Operating Sup - Riverfront	34.71	
					101 - 576 80 31 007 - Operating Sup - Library	103.14	
					101 - 576 80 31 009 - Operating Sup - Bingham Par	222.41	
					101 - 576 80 48 001 - Riverfront	62.90	
9468	12/31/2015	Claims	2	183025	USA Blue Book		152.50
					401 - 535 80 31 010 - Operating Supplies	152.50	
9469	12/31/2015	Claims	2	183026	Uline		240.62
					412 - 537 80 31 000 - Operating Supplies	240.62	
9470	12/31/2015	Claims	2	183027	United Laboratories		551.59
					401 - 535 80 31 010 - Operating Supplies	551.59	
9471	12/31/2015	Claims	2	183028	Valley Freightliner Inc		559.87
					412 - 537 50 48 000 - Repairs/maint-equip	559.87	
9472	12/31/2015	Claims	2	183029	Verizon Wireless		3,235.88
					001 - 513 10 42 020 - Telephone	107.29	
					001 - 513 10 42 020 - Telephone	15.02	
					001 - 514 23 42 020 - Telephone	55.27	
					001 - 515 30 42 001 - Telephone	35.27	
					001 - 515 30 42 001 - Telephone	15.02	
					001 - 518 80 42 020 - Telephone	79.27	
					001 - 521 20 42 020 - Telephone	887.89	
					001 - 521 20 42 020 - Telephone	102.89	
					001 - 521 20 42 020 - Telephone	512.68	

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City Of Sedro-Woolley
MCAG #: 0647

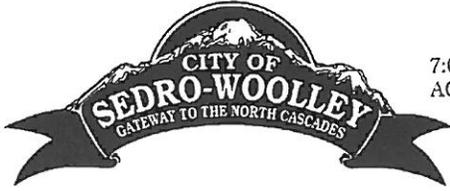
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
					001 - 522 20 42 020 - Telephone	73.08	
					001 - 522 20 42 020 - Telephone	283.16	
					001 - 524 20 42 020 - Telephone	55.27	
					401 - 535 80 42 030 - Nextel Cell Phones	55.27	
					401 - 535 80 42 030 - Nextel Cell Phones	146.20	
					401 - 535 80 42 030 - Nextel Cell Phones	44.64	
					102 - 536 20 42 020 - Telephone	55.27	
					102 - 536 20 42 020 - Telephone	18.27	
					412 - 537 80 42 025 - Nextel Cell Phones	221.08	
					412 - 537 80 42 025 - Nextel Cell Phones	18.47	
					412 - 537 80 42 025 - Nextel Cell Phones	10.02	
					103 - 542 30 42 020 - Telephone	94.53	
					101 - 576 80 42 020 - Telephone	165.81	
					101 - 576 80 42 020 - Telephone	54.81	
					001 - 595 10 42 025 - Cell Phones	110.54	
					001 - 595 10 42 025 - Cell Phones	18.86	
9473	12/31/2015	Claims	2	183030	Volunteers Of America	1,510.00	
					001 - 562 00 51 050 - Volunteers Of America	1,510.00	
9474	12/31/2015	Claims	2	183031	WA St Dept Of Prof Licen	228.00	
					001 - 521 20 51 000 - Intergov Svc-Gun Permits	228.00	
9475	12/31/2015	Claims	2	183032	WA St Dept Of Trans	34.04	
					104 - 595 10 63 040 - Eng-SR9 Jameson	34.04	
9476	12/31/2015	Claims	2	183033	WA St Off Of Treasurer	5,821.12	
					001 - 386 90 00 000 - State Remittances-Court	-5,821.12	
9477	12/31/2015	Claims	2	183034	Washington Roll Call	34.95	
					105 - 594 72 64 001 - Books - Skagit County	34.95	
9478	12/31/2015	Claims	2	183035	Washington State Patrol	795.50	
					001 - 521 10 51 040 - Access Fees	534.00	
					001 - 521 20 51 000 - Intergov Svc-Gun Permits	261.50	
9479	12/31/2015	Claims	2	183036	Bradley Dean Washington	12.23	
					001 - 512 50 49 020 - Jury/Witness Fees	12.23	
9480	12/31/2015	Claims	2	183037	Wood's Logging Supply Inc	589.26	
					001 - 523 20 31 000 - Office/Operating Supplies	35.81	
					001 - 523 20 31 000 - Office/Operating Supplies	16.22	
					001 - 523 20 31 000 - Office/Operating Supplies	12.98	
					412 - 537 50 48 000 - Repairs/maint-equip	38.34	
					501 - 548 30 31 000 - Operating Supplies	485.91	
9481	12/31/2015	Claims	2	183038	Zero Waste Washington	75.00	
					412 - 537 80 49 010 - Misc-Dues/Subs & Tuittn/Reg	75.00	
					001 Current Expense Fund	38,991.49	
					101 Parks & Facilities Fund	13,447.58	
					102 Cemetery Fund	1,701.20	
					103 Street Fund	16,940.44	
					104 Arterial Street Fund	34.04	
					105 Library Fund	5,502.92	
					108 Stadium Fund	9,621.76	
					114 Law Enforcement Sales Tax	33,652.20	
					401 Sewer Fund	32,887.13	
					412 Solid Waste Fund	18,569.56	
					425 Stormwater	312.03	
					501 Equipment Replacement Fund	79,674.76	
						Claims:	251,335.11
					* Transaction Has Mixed Revenue And Expense Accounts	251,335.11	

CITY COUNCIL AGENDA
REGULAR MEETING

JAN 13 2016



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

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

Keith L. Wagoner
Mayor

MEMO TO: City Council
FROM: Keith Wagoner
RE: Library Board Appointment
DATE: January 13, 2016

AGENDA LOCATION: Consent

ISSUE: Should the Council confirm the Mayor's reappointment of Marjean Burke and his appointment of Darcy Resetar to the Library Board?

BACKGROUND: Marjean just completed her first term on the library board. Members serve for terms of five years and by past practice, are eligible to serve two terms. Marjean has served one term and is interested in a second term. The other position has been vacant since December 31, 2014 when Sharon Whiting's second term expired. I have appointed Darcy Resetar who is a high school English teacher to this position. Because of the one year vacancy (unintended), her appointment will be for an initial term of four years.

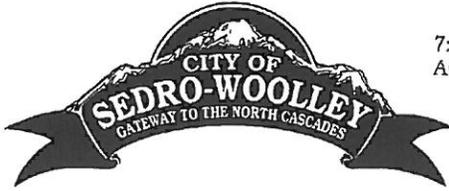
Pursuant to SWMC 2.76.030 the mayor appoints and the council confirms the appointment.

RECOMMENDATION: Motion to confirm the Mayor's appointment of Marjean Burke and Darcy Resetar to the Library Board.

CITY COUNCIL AGENDA
REGULAR MEETING

JAN 13 2016

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



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

Keith Wagoner
Mayor

MEMO TO: City Council
FROM: Keith Wagoner
RE: Planning Commissioner Appointments
DATE: January 13, 2016

ISSUE: Should the Council confirm the Mayor's appointments of Silas Maddox and Joe Fattizzi to unexpired terms on the Planning Commission?

BACKGROUND: Judith Dunn Lee and Chuck Owen were elected to the city council effective January 1, 2016. I am appointing Silas Maddox to serve the rest of Chuck Owen's term which expires at the end of 2016. I am appointing Joe Fattizzi to serve the rest of Judith Dunn Lee's term which expires at the end of 2019.

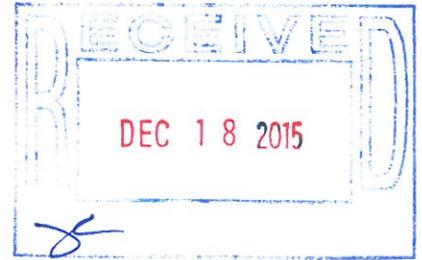
Attached are letters of interest from both candidates.

SWMC 2.48 empowers the Mayor to appoint and the Council to confirm the appointment. A Commissioner's term is six years; both of these appointees will serve unexpired terms.

RECOMMENDATION: Motion to confirm the Mayor's appointments of Silas Maddox and Joe Fattizzi to the Planning Commission.

Silas Maddox
330 Metcalf St.
Sedro-Woolley, WA 98284
silas@forgeandnail.com

ATTN:
Planning Director
325 Metcalf St.
Sedro-Woolley, WA 98284



RE: Sedro-Woolley Planning Commission Position

I would be honored to serve on the Sedro-Woolley planning commission. As a property and business owner I feel that I have a vested interest in helping to shape the future of our city.

I currently own and operate an Artist Blacksmithing business here in Sedro-Woolley and, as downtown property owners, my partner and I are trying to do our part to revitalize the core of our town. I see great potential for Sedro-Woolley as my generation looks toward smaller towns to establish themselves.

I believe my experience provides me with a valuable perspective on planning issues. At Western Washington University I graduated with a degree called, Political Economy and Community Development. During the course of this study I extensively engaged issues of sustainable economic development. I continued this pursuit with a year in a graduate MBA program focused on sustainable business.

These studies are complimented both by my experience as a small business owner and working in the Green Building industry. My family has been on the cutting edge of green building for many years and I have been involved in this business both directly and indirectly for most of my life.

I have great confidence in the future of Sedro-Woolley and am prepared to offer my skills and perspective to help shape the future of our wonderful city.

Sincerely,

Silas Maddox

Joe Fattizzi
709 Trail Road
Sedro Woolley, WA
98284
Phone: 206-683-6803
Email: JOEFATTIZZI@KW.COM

Letter of Interest / Sedro Woolley Planning Commission Vacancy

Dear Director Coleman and Mayor Elect Wagoner,

I would like to be considered for one of the Planning Commission vacancies currently available. I've had the privilege of serving as a Planning Commissioner in the past for the City of Woodway. I was extremely fortunate being a member of that commission during a time of controversy over a significant waterfront property known as Point Wells, that till this day the controversy continues. Additionally our GMA periodic update was due for filing in 2005 whereby under the leadership of senior planner William Trimm. I as well as other commissioners received extensive training regarding the required elements and construction. As a real estate professional whereby a significant portion of my practice deals with vacant land, understanding community zoning is a significant requirement. The details of zoning rules and associated development code allows me to have a broader understanding of the can's and cant's imperative to a successful project.

In January of 2014, I represented a client, by acting as the listing broker for the property I currently occupy and will finalize the purchase of the property in mid 2016 here on Trail Road. As part of my due diligence and prior training, understanding the zone the property is located in was an initial requirement. Trail Road is an R15 zone that has extensive flexibility from a land use standpoint. I was pretty impressed with the overall options so at that point I took a detailed view of the city as a whole including all the comprehensive plan and related maps. Sedro Woolley is basically a microcosm of residential, industrial and retail mix of what you would find in the entire state. It's also been effected by downturns in certain industries, timber related that can drastically effect the economic balance in a community. This is one major reason why having individuals, on a vital commission, with professional experience specifically geared towards understanding the balancing act, required by different stake holders.

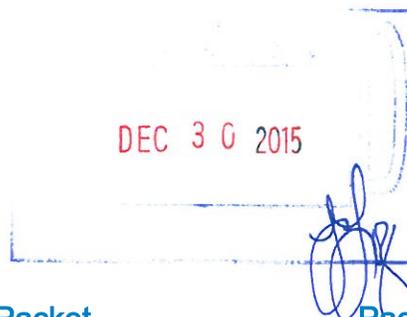
As a matter of my daily practice, I am immersed in the different city and county zoning codes and how to best market properties on behalf of my clients. What reveals itself over time, clearly at that, you find certain things work from a community development standpoint and things that clearly don't. As a Planning Commissioner I fully understand the distinction of what we as a commission are chartered to do and provide. We are not legislators, thankfully, we are in our position to recommend, rule on and evaluate code requirements that have been placed into law. Project specific public hearings were always interesting if not at times somewhat entertaining depending on the specific testimony. Never a dull moment for sure. I look forward to hearing from you. I have attached a list of references, all parties have given me permission to utilize their names, please feel free to contact any of them. Thank you.

Sincerely,

Joe Fattizzi



DEC 30 2015



Joe Fattizzi
709 Trail Road
Sedro Woolley, WA
98284

Phone: 206-683-6803
Email: JOEFATTIZZI@KW.COM

Professional Background

Licensed WA State Real Estate Broker
Keller Williams Realty Bothell, WA

Authorized WA State Housing Finance Commission First Time Home Buyer Instructor

Member Commercial Brokers Association

Planning Commissioner City of Woodway 2004-2006

Member National Association of Realtors

Government Affairs Voting Committee Member
Snohomish County Camano Association of Realtors (SCCAR)

References

David Duncan Owner / Principal Keller Williams Realty Bothell
Voting Member SCCAR Government Affairs Committee
dave@daveduncangroup.com

State Senator Steve Hobbs
44th Legislative District
steve@electhobbs.com

Ryan McIrvin Director of Government and Public Affairs SCCAR
ryan@sccar.com

Carla Nichols Mayor City of Woodway
carla@townofwoodway.com

Gary Showalter, Designated Broker Keller Williams Realty Bothell
gary.showalter@kw.com

William Trimm FAICP
Senior Planner City of Woodway / Community Development Director City of Mill Creek (ret)
Member SR530 Landslide Commission
hgtrimm@comcast.net (425) 754-3557

Donna Wright, Council Member City of Marysville
marysvilledonna@yahoo.com

Gary Wright Owner/Designated Broker Gary Wright Realty
garywright6145@yahoo.com

JAN 13 2016

AGREEMENT FOR LEGAL SERVICES

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

THIS AGREEMENT is made and entered into as of this ____ day of January, 2016, by and between the CITY OF SEDRO-WOOLLEY, acting by and through its City Supervisor/Attorney, hereinafter referred to as the "City," and Patrick Hayden, hereinafter referred to as the "Law Firm."

WHEREAS the City has need of legal services for the provision of a competent attorney to effectively prosecute those people charged by the City with misdemeanors in the Sedro-Woolley Municipal Court, including appeals at all appellate levels and related work; and

WHEREAS the Law Firm has expertise in this area of practice, and is able to provide advice and representation;

NOW, THEREFORE, it is hereby agreed as follows:

1. Legal Services: The Law Firm agrees to provide legal services as described herein, particularly, as the prosecuting attorney for the City of Sedro-Woolley. The Law Firm shall prosecute persons charged with misdemeanors in the Sedro-Woolley Municipal Court using the lawyer's best professional judgment and following the rules of professional conduct and ABA standards for prosecutors. The Law Firm will provide representation of the City in municipal court on infractions and code violations and, as requested, will provide related training to the Sedro-Woolley police Department and will represent the City through all levels of appeals in criminal matters.
2. Service: The Law Firm will make every effort to expedite such legal matters promptly and efficiently according to the highest legal and ethical standards.
3. Term: Services to be provided pursuant to this agreement shall commence on January 1, 2016, and terminate on December 31, 2016. The term of this agreement may be extended upon the mutual agreement of the parties.
4. Fees: For the work under this agreement, the City shall pay the Law Firm as sole compensation for the services performed under this agreement, the sum of \$3,000.00 per month. Additionally, the City agrees to reimburse Law Firm for its actual costs in continuing legal education, up to a maximum of \$1,000.00. The City will provide Law Firm with a meeting space at City Hall, access to phone, email and other required communication equipment; and will pay directly for filing fees, postage, witness fees and related administrative costs.
5. Insurance:
 - a) The Law Firm shall have and maintain a professional liability policy of limits of \$250,000 per claim/\$500,000 annual aggregate, and which shall protect the City from liability for counsel's legal malpractice or other negligence.

- b) The deductible for such insurance policy shall not exceed \$5,000 if such insurance policy is written so that defense costs are inside the policy limits.
 - c) The insurance policy must be maintained in full force and effect, uninterrupted, and at no expense to the City, throughout the entire term of the contract. It is the intent of the City that prior acts coverage not be lost through the term of the agreement with the City, including any additional contract terms. The City shall be named as an additionally named insured for covered claims arising from any activity performed by the Candidate by virtue of the contract. The carrier shall be subject to the approval of the City.
6. Services are Personal: The legal services described herein shall be provided by the following attorney: Patrick Hayden. The City has entered into this agreement based upon the skills and qualifications of the attorney named above, who will provide the services described herein. While this attorney will be the primary attorney providing such services, the Law Firm may, from time to time, assign other attorneys to provide services with the City's consent as to individuals assigned.
7. Conflict Counsel: The Law Firm will contract with other attorneys to provide services when it is precluded from doing so as a result of a conflict of interest, or other disability. The Law Firm's contract with substitute counsel should include all of the terms included in this contract, excluding only payment terms. The Law Firm shall compensate substitute counsel out of its own funds.
8. Billing Procedures: Billings should be submitted on a monthly basis. Each billing statement should set forth for each date services were performed:

A brief summary of the services provided;
The number of hours, or fractions of hours, spent by each provider.

Payment shall be made through the City's ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice.

All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced. In no event shall the total of the City's payment pursuant to this Agreement exceed the amount set forth hereinabove.

9. Interaction with City:

A. The City Supervisor/Attorney for the City shall be responsible for managing this contract on behalf of the City.

B. The Law Firm will keep City well informed of all disputes between the Law Firm and its clients represented pursuant to this Agreement. The Law Firm, at such times and such form as the City may require, shall furnish the City with periodic reports pertaining to the work and services undertaken pursuant to this agreement.

10. Independent Contractor Status: The Law Firm shall at all times perform its duties and responsibilities and carry out all services as an independent contractor.

The Law Firm, at its sole expense, shall obtain and keep in force any and all necessary licenses, permits, and tax certificates. The Law Firm shall maintain a professional liability policy with policy limits as set forth herein to protect Law Firm and the City from losses and claims which may arise out of or result from performance of duties related to this Agreement, including Worker's Compensation and professional liability insurance.

The Law Firm shall obtain a business license under the Sedro-Woolley Municipal Code.

11. Suspension or Termination:

A. Disposal of files upon termination of contract.

B. Disposition of open cases upon termination of contract.

C. City may suspend or terminate the performance of services under this Agreement by written notice to the Law Firm, in whole, or from time to time in part, at the City's discretion based upon Law Firm's violation of the terms of this Agreement.

12. Indemnification: The Law Firm shall indemnify and hold harmless the City, its officials, officers, agents, employees, volunteers, and representatives from, and shall process and defend at its sole expense, any and all claims, demands, damages, suits at law or at equity, liabilities, losses, judgments, liens, expenses, and cost arising out of or occasioned by the negligent performance, negligent acts, and/or omissions by the Law Firm and its employees relative to any activity and/or services covered hereunder. In the event of recovery due to the aforementioned circumstances, the Law Firm shall pay any judgment or lien arising therefrom, including any and all costs as part thereof.

13. Non-discrimination: The Law Firm agrees to take all necessary and affirmative steps to ensure compliance with all federal, state and City laws and policies regarding non-discrimination and equal employment opportunities. The Law Firm shall not discriminate in any employment action or in the representation of any client because of race, creed, color, national origin, marital status, sex, age, or the presence of any sensory, mental or physical handicap.

In the event of non-compliance by the Law Firm with any of the non-discrimination provisions of this Agreement, the City will have the right, at its option, to cancel the Agreement in whole or in part by written notice. If the Agreement is canceled after partial performance, the City will be obligated to pay only for that portion of the total work authorized under this Agreement that is satisfactorily completed.

14. Conflict of Interest: In addition to Rule of Professional Conduct 1.7, the Law Firm shall comply with all federal and state conflict of interest laws, statutes and regulations as they shall apply to all parties and beneficiaries under this Agreement.

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

CITY OF SEDRO-WOOLLEY

LAW FIRM

By _____
Mayor Wagoner

By _____
Patrick Hayden, WSBA No. 11061

Attest:

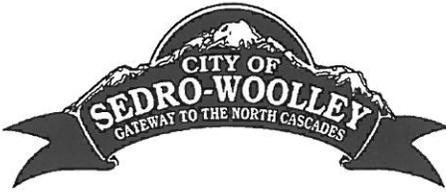
Tax ID # _____

Finance Director

P.O. Box 454
Sedro-Woolley, WA 98284

Approved as to form:

City Attorney



CITY COUNCIL AGENDA
REGULAR MEETING

JAN 13 2016

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

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

Mark A. Freiburger, PE
Director of Public Works

Memorandum

Date: December 22, 2015 (for Council action January 13, 2016)
To: Mayor Wagoner and City Council Members
From: Mark A. Freiburger, PE, Director of Public Works
Subject: **TIB Fuel Tax Grant Distribution Agreement No. 3-W-126(003)-1
Ferry Street and Township Street FY 2017 Arterial Preservation Project**

ISSUE:

Shall council move to approve commitment of \$31,168 in local funds as match, and authorize Mayor Wagoner to execute the attached Fuel Tax Grant Agreement with the Transportation Improvement Board?

BACKGROUND/DISCUSSION:

On November 20, 2015, the city was awarded a \$274,000 grant for overlay of *Ferry Street from SR20 to Borseth Street, and Township Street from Waldron to SR20* with \$31,168 in city matching funds.

Council authorized this application at the August 12, 2015 meeting, with an estimated match amount of \$35,500. It is anticipated that a combination of GMA Impact Fee and Account 104 Unrestricted funds will be used to provide local match. The design work will be done in house.

The attached Agreement formalizes the grant with TIB. Staff recommends authorization for the mayor to execute the agreement with TIB.

MOTION:

Move to approve commitment of \$31,168 in local funds as match, and authorize Mayor Wagoner to execute the attached Fuel Tax Grant Agreement with the Transportation Improvement Board.



Washington State Transportation Improvement Board

TIB Members

November 20, 2015

Councilmember Bob Olson, Chair
City of Kennewick

Commissioner Richard Stevens,
Vice Chair
Grant County

Jim Albert
Office of Financial Management

Pasco Bakotich, P.E.
WSDOT

Wendy Clark-Getzin, P.E.
Clallam Transit

Gary Ekstedt, P.E.
Yakima County

Mayor James Irish
City of La Center

John Klekotka, P.E.
Port of Everett

Commissioner Robert Koch
Franklin County

Colleen Kuhn
Human Services Council

Mayor Patty Lent
City of Bremerton

Mick Matheson, P.E.
City of Sultan

E. Susan Meyer
Spokane Transit Authority

Laura Philpot, P.E.
City of Sammamish

David Ramsay
Feet First

Amy Scarton
WSDOT

Heidi Stamm
HS Public Affairs

John Vodopich
City of Bonney Lake

Jay Weber
County Road Administration Board

Clay White
Snohomish County

Stevan E. Gorcester
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
Fax: 360-586-1165
www.tib.wa.gov

Mr. Mark Freiberger, P.E.
Public Works Director
City of Sedro Woolley
325 Metcalf St
Sedro Woolley, WA 98284

Dear Mr. Freiberger:

Congratulations! We are pleased to announce the selection of your project, FY 2017 Arterial Preservation Project, Multiple Locations, TIB project number 3-W-126(003)-1.

Total TIB funds for this project are \$274,000. Arterial Preservation Program (APP) funding is appropriated by the Legislature for the biennium. APP Projects proceeding to construction after June 30, 2017 may lose funding.

Before any work is allowed on this project, you must:

- Verify the information on the Project Funding Status Form, revise if necessary, and sign;
- Sign both copies of the Fuel Tax Grant Distribution Agreement; and
- Return the above items to TIB.

You may only incur reimbursable expenses after you receive approval from TIB.

In accordance with RCW 47.26.084, you must certify full funding by November 20, 2016 or the grant may be terminated. Grants may also be rescinded due to unreasonable project delay as described in WAC 479-05-211.

If you have questions, please contact Greg Armstrong, TIB Project Engineer, at (360) 586-1142 or e-mail GregA@tib.wa.gov.

Sincerely,

Stevan Gorcester
Executive Director

Enclosures

Arterial Preservation Program (APP)
Approved Segment Listing

FY 2017 Overlay Program

SEDRO WOOLLEY

Street	Termini	Pavement Length	Pavement Width
Ferry Street	SR 20 to Borseth	270 feet	46 feet
Ferry Street	Borseth to Rita	450 feet	46 feet
Ferry Street	Rita to west BNSF Crossing	450 feet	50 feet
Township Street	SR 20 to Waldron	300 feet	42 feet



City of Sedro Woolley
3-W-126(003)-1
FY 2017 Arterial Preservation Project
Multiple Locations

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Sedro Woolley
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the FY 2017 Arterial Preservation Project, Multiple Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Sedro Woolley, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$274,000 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT'S Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT'S submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable



amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for costs incurred in excess of the grant amount. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the original ratio between TIB funds and total project costs.



12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer Date

Executive Director Date

Print Name

Print Name



Transportation Improvement Board
Project Funding Status Form

Agency: **SEDRO WOOLLEY**
 Project Name: **FY 2017 Arterial Preservation Project
 Multiple Locations**

TIB Project Number: **3-W-126(003)-1**

Verify the information below and revise if necessary.

Return to:
 Transportation Improvement Board
 PO Box 40901
 Olympia, WA 98504-0901

PROJECT SCHEDULE

	Target Dates
Construction Approval Date	March 24, 2016
Contract Bid Award	April 27, 2016
Contract Completion	July 1, 2016

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
SEDRO WOOLLEY	31,168	
WSDOT	0	
Federal Funds	0	
TOTAL LOCAL FUNDS	31,168	

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

Mayor or Public Works Director

[Signature]

Signature

12/1/2015

Date

Mark A. Freiburger

Printed or Typed Name

Director of Public Works

Title

Financial Officer

[Signature]

Signature

12-22-15

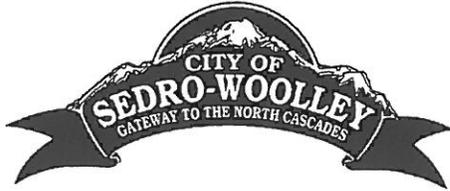
Date

Patsy K. Nelson

Printed or Typed Name

Finance Director

Title



CITY COUNCIL AGENDA
REGULAR MEETING

JAN 13 2016

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 2h

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

Memorandum

Date: December 15, 2015 (for Council action January 13, 2016)
To: Mayor Wagoner and City Council Members
From: Mark A. Freiberger, PE, Director of Public Works
Subject: **TIB Fuel Tax Grant Distribution Agreement No. 8-2-126(010)-1
Jameson Street/SR9, Rhodes Road to 3rd Street**

ISSUE:

Shall council move to approve commitment of \$11,991 in local funds as design/construction phase match, and authorize Mayor Wagoner to execute the attached Fuel Tax Grant Distribution Agreement with the Transportation Improvement Board?

BACKGROUND/DISCUSSION:

On November 20, 2015, the city was awarded a \$1,724,974 grant for construction of the *Jameson Street/SR9, Rhodes Road to 3rd Street* Project, with \$53,857 in city matching funds, \$925,000 in federal STPUS funds, \$6,000 in Sedro-Woolley School District matching funds, \$457,000 for a right of way donation from White Pass Investments, and \$5,000 for a right of way donation from Jan-R Corporation for a total project of \$3,171,831. Prior approved city match funds for the design phase totaling \$41,866 are included in the city match amount, leaving a new commitment of \$11,991 in local funds for the design phase of the sidewalk noted below and for the overall construction phase.

The TIB grant as awarded includes funding for the separate *Jameson Avenue, Third Street 640 If to Existing Sidewalk* Urban Sidewalk Application. TIB elected to award both projects together as one Urban Arterial Program project. The numbers shown above include \$71,750 in TIB funds, \$11,991 in city funds and \$6,000 from SWSD as local match funds. The additional city local match funds will be provided by staff participation in the project funded through Account 020 salaries totaling \$10,549, and \$1,443 from Account 103 Sidewalks. All other matching funds for the overall construction project are met by the use of the noted federal funds and right of way donation values.

The attached Agreement formalizes the grant with TIB. Staff recommends authorization for the mayor to execute the agreement with TIB.

MOTION:

Move to approve commitment of \$11,991 in local funds as match for the project, and to authorize Mayor Wagoner to execute the Fuel Tax Grant Distribution Agreement 8-2-126(010)-1 with the Transportation Improvement Board in the amount of \$1,724,974.



Washington State Transportation Improvement Board

TIB Members

Councilmember Bob Olson, Chair
City of Kennewick

Commissioner Richard Stevens,
Vice Chair
Grant County

Jim Albert
Office of Financial Management

Pasco Bakotich, P.E.
WSDOT

Wendy Clark-Getzin, P.E.
Clallam Transit

Gary Ekstedt, P.E.
Yakima County

Mayor James Irish
City of La Center

John Klekotka, P.E.
Port of Everett

Commissioner Robert Koch
Franklin County

Colleen Kuhn
Human Services Council

Mayor Patty Lent
City of Bremerton

Mick Matheson, P.E.
City of Sultan

E. Susan Meyer
Spokane Transit Authority

Laura Philpot, P.E.
City of Sammamish

David Ramsay
Feet First

Amy Scarton
WSDOT

Heidi Stamm
HS Public Affairs

John Vodapich
City of Bonney Lake

Jay Weber
County Road Administration Board

Clay White
Snohomish County

Stevan E. Gorcester
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
Fax: 360-586-1165
www.tib.wa.gov

November 20, 2015

Mr. Mark Freiberger, P.E.
Public Works Director
City of Sedro Woolley
325 Metcalf St
Sedro Woolley, WA 98284

Dear Mr. Freiberger:

Congratulations! We are pleased to announce the selection of your project, Jameson Street/SR 9, Rhodes Road to 3rd Street, TIB project number 8-2-126(010)-1.

Total TIB funds for this project are \$1,724,974.

Your request for a sidewalk deviation for the project was approved.

Before any work is allowed on this project, you must:

- Verify the information on the Project Funding Status Form, revise if necessary, and sign;
- Submit the section of your adopted Six Year Transportation Plan listing this project;
- Sign both copies of the Fuel Tax Grant Distribution Agreement; and
- Return the above items to TIB.

You may only incur reimbursable expenses after you receive approval from TIB.

In accordance with RCW 47.26.084, you must certify full funding by November 20, 2016 or the grant may be terminated. Grants may also be rescinded due to unreasonable project delay as described in WAC 479-05-211.

If you have questions, please contact Greg Armstrong, TIB Project Engineer, at (360) 586-1142 or e-mail GregA@tib.wa.gov.

Sincerely,

Stevan Gorcester
Executive Director

Enclosures



City of Sedro Woolley
8-2-126(010)-1
Jameson Street/SR 9
Rhodes Road to 3rd Street

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Sedro Woolley
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Jameson Street/SR 9, Rhodes Road to 3rd Street (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Sedro Woolley, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$1,724,974 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable



amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for costs incurred in excess of the grant amount. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the original ratio between TIB funds and total project costs.



12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer Date

Executive Director Date

Print Name

Print Name



Transportation Improvement Board
Project Funding Status Form

Agency: **SEDRO WOOLLEY**
 Project Name: **Jameson Street/SR 9
 Rhodes Road to 3rd Street**

TIB Project Number: **8-2-126(010)-1**

Verify the information below and revise if necessary.

Return to:
 Transportation Improvement Board
 PO Box 40901
 Olympia, WA 98504-0901

PROJECT SCHEDULE

	Target Dates
Construction Approval Date	February 11, 2016
Contract Bid Award	March 23, 2016
Contract Completion	November 18, 2016

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
SEDRO WOOLLEY	53,857	
WSDOT	0	
Federal Funds	925,000	
Sedro Woolley School District	6,000	
White Pass Investments, LLC ROW Donation	457,000	
Jan-R Investments ROW Donation	5,000	
TOTAL LOCAL FUNDS	1,446,857	

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

Mayor or Public Works Director


 Signature

12/1/2015
 Date

Mark A. Freiburger
 Printed or Typed Name

Director of Public Works
 Title

Financial Officer


 Signature

12-22-15
 Date

Patsy K. Nelson
 Printed or Typed Name

Finance Director
 Title



Six Year Transportation Improvement Program From 2016 to 2021

Agency: Sedro Woolley

County: Skagit

MPO/RTPO: SCOG

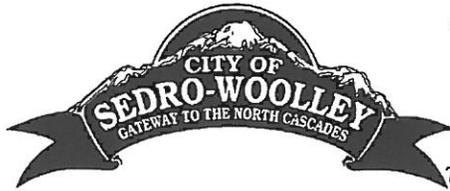
Y Inside

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
17	1	/ 7386(001) Jameson Arterial Extension to SR9 Jameson SR9 MP 55.45 to Baley Rd Relocate existing secondary arterial to new alignment with a new roundabout intersection at SR9, including drainage, curbs, bicycle/pedestrian path, HMA, pavement markings and illumination. PE Phase previously obligated totals \$460,116.	SW01	06/24/15	06/24/15	01/27/16	921-15	01	C G P S T W	0.320	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN	2018	STP(US)	656,750	TIB	1,719,217	16,547	2,392,514
Totals				656,750		1,719,217	16,547	2,392,514

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	2,392,514	0	0	0	0
Totals	2,392,514	0	0	0	0



CITY COUNCIL AGENDA
REGULAR MEETING

JAN 13 2016

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

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

Mark A. Freiberger, PE
Director of Public Works

MEMO TO: City Council and Mayor Keith Wagoner
FROM: Mark A. Freiberger, PE
RE: **Professional Services Agreement No. 2015-PS-14 for Design Phase Services for the Jameson Arterial Extension to SR9 Project**
H. W. Lochner, Inc.
DATE: December 21, 2015 (for Council action January 13, 2016)

ISSUE

Should Mayor Wagoner execute the attached Supplement Agreement 3 to the Professional Services Agreement No. 2015-PS-14 with H.W. Lochner, Inc. of Bellevue, WA to add design phase engineering services for the Jameson Arterial Extension to SR9 Project in the amount of \$12,992?

BACKGROUND/DISCUSSION

Lochner is the consultant performing final design for the Jameson Arterial Extension to SR9 Project under their Local Agency Agreement executed on January 15, 2015. Two previous supplemental agreements, Nos. 1 and 2, have been issued under the Director's authority (see Director's memorandum for the 10/28/2015 council meeting). The present Supplemental Agreement No. 3 adds design budget totaling \$4,257 to incorporate Public Utility District No.1 of Skagit County's water main plans in the project plan set. PUD will reimburse the city for the cost of this work under a separate Interlocal Agreement to be issued in the near future. It also adds budget totaling \$1,719 to incorporate Puget Sound Energy/Intolight's plans for the project street lights into the project plan set. Finally, SA3 adds design budget totaling \$7,016 to design the sidewalk improvements to be funded by the Transportation Improvement Board under the separate TIB Urban Arterial Improvement Program grant to add the sidewalk extension on Jameson from 3rd Street west to the SWHS Tennis Courts, completing the sidewalk improvements from 3rd Street to Rhodes Road. The city match for the sidewalk work is \$1,443.

Attached is proposed Supplemental Agreement No. 3, including a detailed estimate for the work. As with the main agreement, the work is to be done on a cost not to exceed basis.

ANALYSIS

Lochner Agreement dated 1/15/2015	\$222,141.42	
Supplemental Agreement No. 1 dated 7/7/2015	\$ 4,505.00	
Supplemental Agreement No. 2 dated 10/7/2015	\$ 5,000.00	
Proposed Supplemental Agreement No. 3	\$ 12,992.00	
Contract Total after SA3	\$244,638.42	
Estimated Construction Cost (30% PSE for TIB Appl)	\$2,119,000	
TIB Sidewalk Design	\$ 82,542	
PUD Water Main	\$ TBD	
Total Est to date	\$2,201,542	
Final Design Phase Services – thru SA3	\$ 244,638	11.1% of CN
Estimated WSDOT CA Review Services	\$ 5,000	
Estimated City Administration Design Phase	\$ 32,975	
Total Final Design Phase Budget	\$ 282,613	12.8% of CN
Preliminary Design Phase Services – prior completed	\$ 150,000	6.8% of CN
Total Design Phase including Prior	\$ 432,613	19.6% of CN

Estimated Revenue

STPUS federal funds through SCOG – thru SA1	\$ 268,250
Local Match from the GMA Impact Fee Fund or Salaries	\$ 41,866
Additional Local funds – Account 103 Sidewalk	\$ 1,443
TIB UAP funds for Sidewalk design	\$ 5,757
PUD No. 1 ILA for Water Main design	\$ 4,470
Total Final Design Phase Funding	\$ 321,786
Prior Exp Preliminary Design – Distressed County fund	\$ 150,000
Total Design Phase Funding with Prior	\$ 471,786

Design phase funding is available as shown above from federal STPUS-7386(001) funding secured through the Skagit Council of Governments. Local match funds of \$41,866 will be required. GMA Impact Fee funding is available for this work. Since the original award to Lochner, \$50,000 was shifted from the Right of Way budget to the Design budget under federal aid Supplement 1 to account for RW activities completed as part of the design. Approximately \$16,454 of the local match will be met by offsets from Salary costs charged to the project. There currently is an estimated \$39,173 surplus of design phase funds available. We anticipate some additional design phase supplements as the project is prepared for bid advertisement. Any remaining funds after design phase completion will be transferred to the construction phase.

Construction Phase Funding has been secured through a combination of STPUS funds through the Skagit Council of Governments totaling \$656,750 and a TIB Urban arterial Program grant of \$1,719,217. SWSD is also providing \$6,000 as match for the Sidewalk portion of the project. PUD will fund water main improvements yet to be estimated. The design phase and right of way donations will provide the bulk of the match requirement for construction phase funding for the main project, with the rest from the STPUS federal funds and a small portion from Sidewalk funds. Approximately \$10,548 in local funds from the Account 103 Sidewalk account will be required for the sidewalk portion of the project.

The construction cost estimate is of course subject to revision as the project develops. We anticipate receipt of the bid plans and specifications in the next couple of weeks.

MOTION:

Move to authorize Mayor Wagoner to execute the attached Supplement Agreement 3 to the Professional Services Agreement No. 2015-PS-14 with H.W. Lochner, Inc. of Bellevue, WA to add design phase engineering services for the Jameson Arterial Extension to SR9 Project in the amount of \$12,992.



Supplemental Agreement Number <u>3</u>	Organization and Address H. W. Lochner, Inc. 915 118th Avenue SE Bellevue, WA 98005	
	Phone: 425-454-3160	
Original Agreement Number 2015-PS-14	Project Number LA-8445	Completion Date June 15, 2016
Project Title SR 9/Jameson Arterial Extension	Execution Date	New Maximum Amount Payable \$ 244,638.42
Description of Work The project completes the design for the SR 9/ Jameson Street Roundabout and the extension of Jameson Street to include final design documents.		

The Local Agency of City of Sedro-Woolley desires to supplement the agreement entered into with H. W. Lochner, Inc. and executed on January 15, 2015 and identified as Agreement No. 2015-PS-14. All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are describes as follows:

I

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

Incorporate water design plans, specifications, and estimate provided by Skagit County PUD. Develop conduit and handhold layout drawings for the Intolight illumination design. Develop Plans, Specifications, and Estimate for the sidewalk extension along the north side of Jameson from the east end of the High School Tennis Court to 3rd Avenue.

II

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

III

Section V, PAYMENT, shall be amended as follows:

Total contract amount increased by \$12,992.00.

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

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

By: **Stephen G. Lewis, Vice President**

By: _____

Consultant Signature

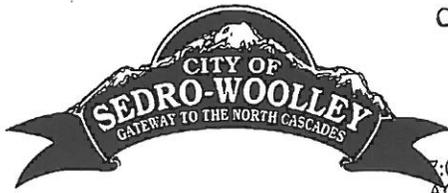
Approving Authority Signature

Date

Sedro-Wooley Traffic Analysis

Jameson Extension and Roundabout

TASKS/STAFF	Project Manager	Project Engineer	Sr. Design Engineer	Graphics CADD	Admin	Total Hours	Item Cost
Additional Services	4.0	12.0	8.0	0.0	0.0	18.0	\$4,257
Incorporate Water Design	2.0	12.0	4.0			18.0	
Incorporate Water Specifications and Estimate	2.0		4.0				
PSE Intolight	0.0	8.0	2.0	0.0	0.0	10.0	\$1,719
Conduit and Handhold design for Illumination		8	2.0			10.0	
Sidewalk Extension to 3rd.	3.0	31.0	6.0	0.0	0.0	40.0	\$7,016
Sidewalk Design on Aerial	2.0	31.0	2.0			35.0	
Special Provisions, Quantities, and Estimate	1.0		4.0			5.0	
Summary							
Total Hours	7.0	51.0	16.0	0.0	0.0	68.0	
Direct Labor	\$476.07	\$2,816.73	\$836.64	\$0.00	\$0.00		
Overhead = 1.8462	\$878.92	\$5,200.25	\$1,544.60	\$0.00	\$0.00		
Profit = 30.0	\$142.82	\$845.02	\$250.99	\$0.00	\$0.00		
Labor Cost	\$1,497.81	\$8,862.00	\$2,632.24	\$0.00	\$0.00		\$12,992



CITY COUNCIL AGENDA
REGULAR MEETING

JAN 13 2016

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

CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-0771
Fax (360) 855-9933

Mark A. Freiberger, PE
Director of Public Works

MEMO TO: City Council and Mayor Keith Wagoner
FROM: Mark A. Freiberger, PE
RE: **PSE Intolight Authorization Letters for Approval**
DATE: January 5, 2016 (for Council action January 13, 2016)

ISSUE

Should Mayor Wagoner execute the attached Custom Street Lighting Order and Street Lighting Authorization Letters with Puget Sound Energy/Intolight for installation and service for new street lights associated with the Jameson Arterial Extension to SR9 Project?

BACKGROUND/DISCUSSION

The Jameson Arterial Extension to SR9 Project extends Jameson Street from Jameson and Batey to SR9 and beyond to Rhodes Road, adding approximately 850 lineal feet of new arterial roadway and a new roundabout intersection on SR9. As part of the project, the design calls for addition of twelve new streetlights, eight of which illuminate the roundabout intersection and vicinity, and four of which illuminate the new section of roadway east of SR9. In addition, two existing wood pole mounted LED lights are relocated, and two new ones are added on Jameson near the tennis courts.

Attached are the following agreements with PSE/Intolight to compensate PSE for the cost of the new facilities:

- Street Lighting Authorization Letter (Schedule 51), for the cost of installation of 16 new poles, LED lights and circuitry, totaling \$136,427.64.
- Custom Street Lighting Order (Sch. 51), for the additional estimated monthly service charges for the above 16 new street lights after activation at \$279.82/month
- Street Lighting Authorization Letter (Schedule 53), for the cost of installation of 3 new 98 W LED Cobrahead fixtures on existing or new wood poles totaling \$991.61, and additional monthly energy/maintenance charge of \$11.63/month. .

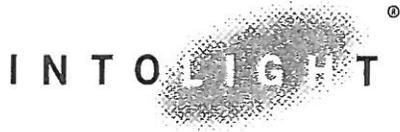
Funding for the installation work totaling \$137,419.25 is provided by the TIB Urban Arterial Program grant, with federal STPUS grant funds providing matching funds.

The estimated monthly energy/maintenance fees for the new lights will be paid from Account 103 Public Utilities beginning on activation in mid-2016. The net cost for new fixtures is \$291.45/month, or \$3,497.40 per year. A budget amendment will be required for the 2016 budget year as the project was funded after the original budget was adopted.

Staff recommends approval and execution of the attached Authorization Letters and Custom Street Lighting Order.

MOTION:

Move to authorize Mayor Wagoner execute the attached Custom Street Lighting Order and Street Lighting Authorization Letters with Puget Sound Energy/Intolight for installation and service for new street lights associated with the Jameson Arterial Extension to SR9 Project.



3380 146th Place SE #310
 PO Box 97034, LEC-OFC
 Bellevue, Washington 98009-9734
Lighting Services from Puget Sound Energy

T (425) 456-2496
 F (425) 462-3149

Project Name: Jameson Roundabout

Location: Jameson and SR9

CUSTOM STREET LIGHTING ORDER

This order dated January 4, 2016 From: PUGET SOUND ENERGY, Inc. (PSE) To: CITY OF Sedro-Woolley (Customer) covers the Installation of custom lighting authorized by this order. Billing will be on a Monthly basis and in accordance with the terms and conditions contained in PSE’s **Schedule 51**, and any future modifications of such Schedule as may be approved by the Washington Utilities and Transportation Commission. Ownership of all conductors, poles, fixtures, lamps and accessory equipment installed as a result of this order shall remain with PSE. The number, size and type of lights ordered are summarized below.

The installation charge of the listed lighting units was estimated to be \$136,427.64. Value of the system used to determine the monthly facilities charge is \$96,220.94.

<u>Fixture and Pole Type</u>	<u>Number</u>
SL 1 New 35’ Steel Davit Type 1; 14’ Arm; 138W LED Cobrahead; DOT Slip Base Pole	
SL 2 New 35’ Steel Davit Type 1; 14’ Arm; 138W LED Cobrahead; DOT Slip Base Pole	
SL 3 New 40’ Steel Davit Type 1; 14’ Arm; 203W LED Cobrahead; DOT Slip Base Pole	
SL 4 New 40’ Steel Davit Type 1; 12’ Arm; 203W LED Cobrahead; DOT Slip Base Pole	
SL 6 New 40’ Steel Davit Type 1; 12’ Arm; 203W LED Cobrahead; DOT Slip Base Pole	
SL 7 New 40’ Steel Davit Type 1; 12’ Arm; 203W LED Cobrahead; DOT Slip Base Pole	
SL 8 New 35’ Steel Davit Type 1; 12’ Arm; 138W LED Cobrahead; DOT Slip Base Pole	
SL 9 New 35’ Steel Davit Type 1; 12’ Arm; 138W LED Cobrahead; DOT Slip Base Pole	
SL 10 New 40’ Steel Davit Type 1; 12’ Arm; 203W LED Cobrahead; DOT Slip Base Pole	
SL 11 New 40’ Steel Davit Type 1; 12’ Arm; 203W LED Cobrahead; DOT Slip Base Pole	
SL 12 New 40’ Steel Davit Type 1; 16’ Arm; 203W LED Cobrahead; DOT Slip Base Pole	
SL 13 New 40’ Steel Davit Type 1; 16’ Arm; 203W LED Cobrahead; DOT Slip Base Pole	
SL 14 Direct Buried 35’ Silver Mast Arm FG Pole; 12’ Arm; 138W LED Cobrahead	
SL 15 Direct Buried 35’ Silver Mast Arm FG Pole; 12’ Arm; 98W LED Cobrahead	
SL 16 Direct Buried 35’ Silver Mast Arm FG Pole; 12’ Arm; 98W LED Cobrahead	
SL 17 Direct Buried 35’ Silver Mast Arm FG Pole; 12’ Arm; 98W LED Cobrahead	



3380 146th Place SE #310
 PO Box 97034, LEC-OFC
 Bellevue, Washington 98009-9734
Lighting Services from Puget Sound Energy

T (425) 456-2496
 F (425) 462-3149

CUSTOM STREET LIGHTING ORDER Cont.

PROJECT NAME:
Sedro-Woolley Jameson Roundabout

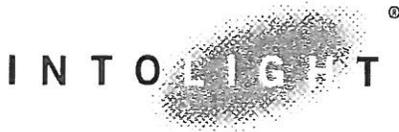
Monthly facilities charge is equal to 0.18% x value of the system.
 $0.0018 \times \$96,220.94 = \173.20

The basis of the monthly energy charge under Rate Schedule 51 is as follows:

3 - 102W LED units x \$4.18	=	\$ 12.54
5 - 138W LED units x \$5.60	=	\$ 28.00
8 - 203W LED units x \$8.26	=	\$ 66.08
Total monthly energy charge		\$ 106.62

The total monthly charge for this installation is _____

Monthly facilities charge	\$ 173.20
Monthly energy charge	\$ 106.62
Total monthly charge:	\$ 279.82



3380 146th Place SE #310
PO Box 97034, LEC-OFC
Bellevue, Washington 98009-9734
Lighting Services from Puget Sound Energy

T (425) 456-2496
F (425) 462-3149

CUSTOM STREET LIGHTING ORDER Cont.

PROJECT NAME: Jameson Roundabout; Sedro-Woolley

To transfer the energy and maintenance billing, it is your responsibility to notify the new billing party when services are to be transferred. The new billing party must agree and contact INTOLIGHT to complete billing transfer.

Non-standard facilities are not kept in PSE inventory for the purpose of maintenance; therefore replacement of non-standard components may not be within the same time as replacement of standard components.

This order, executed by customer's duly authorized representative as of the date first written above is for service, as described above, under PSE's Schedule 51.

Customer: Attn: MARK A. FREIBERGER, PE; CITY OF SEDRO-WOOLLEY

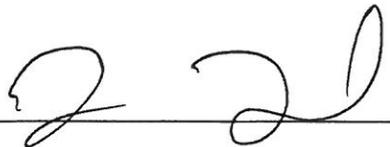
By: _____

Date: _____

Printed Name: Keith Wagoner

Title: Mayor

Company: PUGET SOUND ENERGY

By:  _____

Date: January 4, 2016

Matt Maynard
Account Manager, Lighting Services from PSE



3380 146th Place SE #310
PO Box 97034, LEC-OFC
Bellevue, Washington 98009-9734
Lighting Services from Puget Sound Energy

T (425) 456-2496
F (425) 462-3149

**STREET LIGHTING
AUTHORIZATION LETTER (Sch. 51)**

January 4, 2016

Mark Freiberger
City of Sedro-Woolley
325 Metcalf
Sedro-Woolley, WA 98284

Street Lighting for Jameson Roundabout

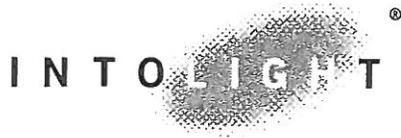
Dear Mark,

The cost for the installation of :4 ea 35' new steel poles, 8 ea 40' new steel poles, 4 ea Fiberglass poles, 12 ea new DOT concrete bases, various mounting arms, 8 203 W LED Cobraheads, 5 138W LED Cobraheads and 3 102W LED Cobraheads is \$136,427.64. It is based on the description in the Custom Street Lighting Order enclosed. This estimate is valid for 90 days.

After reviewing the enclosed, please sign and return this one copy of this Authorization Letter and Custom Street Lighting Order. **Return one copy in the self-addressed envelope provided, and retain the other copy for your file. Upon receipt of the signed agreement and your payment there is a 10-12 week waiting period for us to procure the necessary materials.**

The following are conditions that may be required before construction of this system:

1. In the area where we are placing our cables and equipment, it is necessary that area be within four (4) inches of grade. If not, you may be required to pay the cost of relocating or reburying our facilities.
2. Locate and mark all privately/city owned underground facilities.
3. Right-of-way and/or Easements may also be required from you or adjacent property owners.
4. If Permits or Flaggers are required for present construction it is your responsibility to reimburse PSE these costs.
5. Unforeseen soil or pavement conditions are not included and it is your responsibility to reimburse PSE for these costs.
6. **Customer is responsible for trenching, back filling and the pole holes. Customer also responsible to install steel corrugated tubes which are to be 36" in Diameter & 4.5' long for SL 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13. Fiberglass poles (SL 14-17) require mounting tubes to be 24" x 6". Mounting tubes are to be black corrugated plastic for these.**
7. PSE will provide install the concrete bases, and provide the hand holes, street light poles, luminaires and circuitry for the street lighting system. The city is responsible for providing and installing all trenching, mounting tubes and conduit.
8. Please provide estimated date lighting installation should take place. Date: August 29, 2016



3380 146th Place SE #310
PO Box 97034, LEC-OFC
Bellevue, Washington 98009-9734
Lighting Services from Puget Sound Energy

T (425) 456-2496
F (425) 462-3149

STREET LIGHT AUTHORIZATION LETTER CONT.

By signing this Letter, Custom Street Lighting Order and returning it, you are stating that you will comply with these requirements and authorize us to perform the work. When the contingencies have been met, this order will be release to construction for scheduling. If you have any questions, please call me at 425-462-3620.

Sincerely,

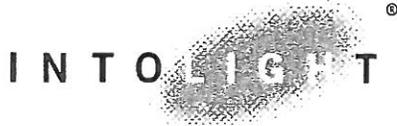
Matt Maynard
Account Manager, Lighting Services from PSE

The above contingencies are accepted and authorization is given:

By: _____

Date: _____

Keith Wagoner, Mayor



3380 146th Place SE #310
PO Box 97034, LEC-OFC
Bellevue, Washington 98009-9734
Lighting Services from Puget Sound Energy

T (425) 456-2496
F (425) 462-3149

STREET LIGHT AUTHORIZATION LETTER

January 4, 2016

City of Sedro-Woolley
Attn: Mark Freiburger
325 Metcalf
Sedro-Woolley, WA 98284

Project Name: Jameson Roundabout
Project locations: Jameson/SR 9

Dear Mark,

Thank you for your street lighting request to service the above location. With your authorization, we will proceed with the installation of 3 98W GE LED cobraheads on the existing PSE poles. The cost for this construction is \$991.61. **Payment for installation will be requested after installation is completed.** This estimate is valid for 90 days.

Install 3 98W LED Cobrahead on 8' arm

The monthly energy/maintenance charge of \$11.63 respectively as per our Schedule 53 Electric Tariff G, will start once the lights are energized

The responsible billing party will be: City of Sedro-Woolley

By signing this letter and returning it, you are stating that you authorize us to do the work and this order will be released to construction for scheduling. Upon receipt of the signed agreement, we will order materials and schedule the construction. Please provide date installation should take place: August 29, 2016

If you have any questions, please call me at 425-462-3620

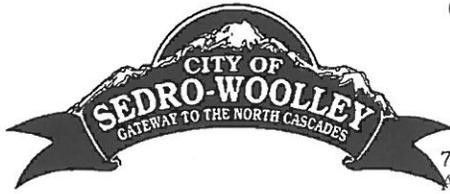
Sincerely, 

Matt Maynard
Account Manager, Lighting Services from PSE

The above is accepted and authorization is given:

By: _____ Date: _____

Print: Keith Wagoner Title: Mayor



CITY COUNCIL AGENDA
REGULAR MEETING

JAN 13 2016

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 38

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 Keith Wagoner

FROM: Mark A. Freiberger, PE

RE: **Proposed Interlocal Agreement between the City of Sedro-Woolley and Public Utility District No. 1 of Skagit County Re Jameson Arterial Extension to SR9 Project, City Project 2016-PW-02**

DATE: January 5, 2016 (for Council review January 13, 2016)

ISSUE

Should the city council authorize Mayor Wagoner to execute the attached Interlocal Agreement between the City of Sedro-Woolley and Public Utility District No. 1 of Skagit County for purpose of reimbursing the city for design phase services to integrate the PUD design of water main improvements related to the Jameson Arterial Extension to SR9 Project into the project specifications, totaling \$4,470?

BACKGROUND/DISCUSSION

PUD No. 1 has prepared plans and specifications for a water main upgrade in the former Curtis Street that is located within the project limits of the Jameson Arterial Extension to SR9 Project. PUD has requested that the city integrate the PUD plans and specifications into the project bid plans and specification package. The attached Interlocal agreement provides for reimbursement of the city for design phase services for the PUD facilities. Exhibit A-1 of the ILA shows our consultant's estimate for the design phase work, plus a 5% administrative fee, totaling \$4,470.00. The Interlocal Agreement also allows for addition by amendment after bids close the cost of the construction phase engineering services and construction for the PUD work.

Addition of the water main upgrade will ensure that underground utilities are upgraded with the project, avoiding future problems of the old system failing and causing damage to the new roadway. It will also enhance water service to the site, allowing for future redevelopment.

The proposed Interlocal is similar to previous ILA's done for the Fruitdale-McGarigle Road Project, the SR20, F&S Grade Road Project the SR20, Metcalf to Township Lane Widening Project, the SR9 Pedestrian/Bicycle Safety Improvements Project, the SR20-Cook Road Realignment and Extension Project, and the Greenstreet Sewer Project.

The additional design work is covered in Supplemental Agreement 3 to the Lochner design phase services agreement, also on the January 13, 2016 council agenda for approval. The current design phase calls for submittal of 100% plans by January 8, 2016. PUD has authorized the work to be done prior to execution of the ILA.

MOTION

Authorize Mayor Wagoner to execute the attached Interlocal Agreement between the City of Sedro-Woolley and Public Utility District No. 1 of Skagit County for purpose of reimbursing the city for design phase services to integrate the PUD design of water main improvements related to the Jameson Arterial Extension to SR9 Project into the project specifications, totaling \$4,470.

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEDRO-WOOLLEY AND
SKAGIT COUNTY PUBLIC UTILITY DISTRICT NUMBER 1**

THIS AGREEMENT is made and entered into this ____ day of _____ 2016, by and between the City of Sedro-Woolley, a Washington Municipal Corporation, herein referred to as "CITY," and Public Utility District Number 1 of Skagit County, herein referred to as "PUD."

WHEREAS, the City is in the process of constructing the **Jameson Arterial Extension to SR9 Project**,

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

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

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

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

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

WHEREAS, it is of mutual advantage to the City and PUD to enter into this Agreement providing a mechanism for the PUD's work related to the City's project to be constructed by the City and paid for by the PUD as part of the **Jameson Arterial Extension to SR9 Project**, (the Project); and,

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

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

STATEMENT OF WORK

The City will assist the PUD in conducting the following:

SCHEDULE A PUD WATERLINES

Item No.	Item Description	Quantity	Unit of Measure	Strider Construction Co., Inc.	
				Unit Price	Amount
	<i>Construction Phase - Base Bid Schedule A SUB-TOTAL</i>				TBD
	<i>Tax at 8.5 Percent</i>				TBD
	<i>Subtotal Base Bid Schedule A including Tax (rounded)</i>				TBD
	<i>Contingency</i>				TBD
	<i>Design Engineering integrate PUD plans in project PSE – LOCHNER EXHIBITS A-1 and E-1</i>	1.00	EST		4,257.00
	<i>Construction Engineering Coordination</i>	1.00	LS		TBD
	<i>Construction Surveying (estimated)</i>	1.00	EST		TBD
	<i>Materials Testing (estimated)</i>	1.00	EST		TBD
	<i>Subtotal</i>				
	<i>Contract Administration</i>	5%			213.00
	TOTAL (ROUNDED)				\$4,470.00

COMPENSATION

1. City will charge PUD for its portion of the services described above at its actual costs (excluding city employees’ time) plus 5% for Administration for a maximum compensation not to exceed \$5,000.00 without further authorization from PUD. Requests by PUD for any other services by the City shall be negotiated as a mutually agreed amendment to this Agreement prior to the City providing the service. Upon reaching the maximum compensation, the City will have no further responsibility or obligation regarding the provision of services under this Agreement unless it is amended by mutual written agreement to authorize additional compensation.

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

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

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

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

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

PAYMENT PROCEDURE

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

INDEPENDENT CAPACITY

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

LEGAL RELATIONS

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

ASSIGNMENT

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

DISPUTES

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

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

AMENDMENT

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

TERMINATION

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

CONTRACT MANAGEMENT

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

Michael Benton, P.E.
Engineering Technician
Skagit County PUD No. 1
POB 1436
1415 Freeway Drive
Mount Vernon, WA 98273
(360) 848-4439
michael.benton@skagitpud.org

Mark A. Freiberger, PE
Director of Public Works/City Engineer
City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284
(360) 855-9933
mfreiberger@ci.sedro-woolley.wa.us

GOVERNANCE

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

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

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

WAIVER

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

SEVERABILITY

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

ALL WRITINGS CONTAINED HEREIN

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

ADDITIONAL PROVISIONS

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

DATED this ____ day of _____, 2016.

City of Sedro-Woolley

Mayor

ATTEST:

Deputy Clerk

SKAGIT PUD No. 1

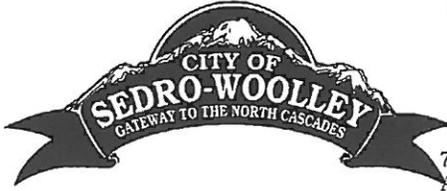
APPROVED AS TO FORM:

City Attorney

APPROVED AS TO FORM:

EXHIBIT A-1
 INTERLOCAL AGREEMENT BETWEEN THE
 CITY OF SEDRO-WOOLLEY AND SKAGIT
 PUBLIC UTILITY DISTRICT NUMBER 1
 January xx, 2016

Sedro-Wooley - Lochner Agreement							
Supplemental Agreement 3							
Jameson Extension and Roundabout							
TASKS/STAFF	Project Manager	Project Engineer	Sr. Design Engineer	Graphics CADD	Admin	Total Hours	Item Cost
Additional Services	4.0	12.0	8.0	0.0	0.0	18.0	\$4,257
Incorporate PUD Water Design	2.0	12.0	4.0			18.0	
Incorporate Water Specifications and Estimate	2.0		4.0				
PSE Intolight	0.0	8.0	2.0	0.0	0.0	10.0	\$1,719
Conduit and Handhold design for Illumination		8	2.0			10.0	
Sidewalk Extension to 3rd.	3.0	31.0	6.0	0.0	0.0	40.0	\$7,016
Sidewalk Design on Aerial	2.0	31.0	2.0			35.0	
Special Provisions, Quantities, and Estimate	1.0		4.0			5.0	
Summary							
Total Hours	7.0	51.0	16.0	0.0	0.0	68.0	
Direct Labor	\$476.07	\$2,816.73	\$836.64	\$0.00	\$0.00		
Overhead = 1.8462	\$878.92	\$5,200.25	\$1,544.60	\$0.00	\$0.00		
Profit = 30.0	\$142.82	\$845.02	\$250.99	\$0.00	\$0.00		
Labor Cost	\$1,497.81	\$8,862.00	\$2,632.24	\$0.00	\$0.00		\$12,992



CITY COUNCIL AGENDA
REGULAR MEETING

JAN 13 2016

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

CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-9933
Fax (360) 855-0707

Mark A. Freiberger, PE
Director of Public Works

MEMO TO: City Council and Mayor Keith Wagoner

FROM: Mark A. Freiberger, PE
Director of Public Works

RE: **Request for Approval of Grant Agreement**
Interlocal Cooperative Agreement between Skagit County and City of Sedro-Woolley
SR20/Cascade Trail West Extension

DATE: January 6, 2016 (for Council review January 13, 2016)

ISSUE

Shall council move to authorize Mayor Wagoner to sign the attached Interlocal Cooperative Agreement between Skagit County and City of Sedro-Woolley for the SR20/Cascade Trail West Extension in the amount of \$220,000?

BACKGROUND/DISCUSSION

The SR20/Cascade Trail West Extension Project 1A Trail Road to SR9 South Project includes upgrade of the existing 30 inch storm drain with a new 48 inch storm drain. The storm drain work was underfunded with the original project as funded by federal STPUS funds through the Skagit Council of Governments. The city applied for a Skagit County Distressed/Rural Counties Sales and Use Tax program grant to fund the storm drain upgrade work, which will support development of vacant and underutilized properties in the area. Skagit County awarded the city \$220,000 as requested for this project. This funding fully funds the project. The project is in design and planned for construction in 2016.

Attached is the proposed Interlocal Cooperative Agreement between Skagit County and City of Sedro-Woolley for the SR20/Cascade Trail West Extension that memorializes this grant. Staff recommends execution of this agreement.

MOTION:

Move to authorize Mayor Wagoner to sign the attached Interlocal Cooperative Agreement between Skagit County and City of Sedro-Woolley for the SR20/Cascade Trail West Extension in the amount of \$220,000.

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
SKAGIT COUNTY AND CITY OF SEDRO-WOOLLEY FOR
SR20/CASCADE TRAIL WEST EXTENSION**

THIS INTERLOCAL AGREEMENT is entered into this ____ day of _____, 2016 between Skagit County, Washington (the "County") and City of Sedro-Woolley, a Washington Municipal Corporation (the "Recipient") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT, and in consideration of the mutual benefits do hereby agree as follows:

1. Purpose: The purpose of the contract is to distribute economic development funds pursuant to RCW 82.14.370.
2. Scope of Work: Recipient will use the funds distributed under this agreement pursuant to the intent and purpose of RCW 82.14.370. Further, Recipient is to use such funds only for the Public Facility Project described in Recipient's Economic Development Application submitted to the County which is attached to this document as Exhibit "A".
3. Payment: County will compensate Recipient a maximum of \$220,000, chargeable to GL expenditure code # 342 58501XX5200. Recipient shall submit an invoice describing the use of funds to be distributed by the County and the County upon receipt of appropriate documentation shall distribute a portion of the awarded funding as determined by the County Contract Representative described in Paragraph 6.1 of this Contract. However, such payments shall not occur more often than monthly, through the County voucher system. The County Contract Representative has the sole discretion of determining what appropriate documentation is required in order for Recipient to receive a distribution of funds under this Agreement.
4. Recipient agrees that in the event the county or other state or federal agency finds that the funds distributed pursuant to this agreement violate any state or federal laws including but not limited to the primary purpose for which funds pursuant to this agreement are being given, Recipient agrees to return the funds provided by County under this agreement to County including any penalties and interest, and agrees to hold County harmless and indemnify County for distributing such funds contrary to state or federal law. Further, in the event that funds provided to Recipient under this agreement are used for a purpose other than what was originally described in its application of funds, then Recipient agrees to return such funds to the County upon demand.
5. The parties agree that Recipient is an independent contractor and not an employee, or agent of Skagit County. Recipient hereby agrees not to make any representations to any third party or to allow such third party to remain under the misimpression that Recipient is an employee, independent contractor, or agent of Skagit County. All payments made hereunder and all services performed shall be made and performed pursuant to this Agreement. Recipient will defend, indemnify and hold harmless the

County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph. Further the Recipient represents that all employees and sub-contractors are covered under Industrial Insurance in compliance with R.C.W. Title 51.

6. Administration: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party in writing.

6.1 The County's representative shall be the Budget and Finance Director:
Trisha Logue
1800 Continental Place, Suite 100
Mount Vernon, WA 98273

6.2 Recipient's representative shall be Public Works Director:
Mark A. Freiburger
325 Metcalf Street
Sedro-Woolley, WA 98284

All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

7. Defense & Indemnity Agreement: The Recipient agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Recipient, its subcontractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. Recipient insurance shall be primary. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Recipient's insurance and shall not contribute to it.

8. This Agreement shall become effective on December 7, 2015, per Resolution No. R20150384. Work on the project shall be substantially complete and contract shall expire November 31, 2016. For the purposes of this paragraph, the term “substantially complete” shall mean “when the contract work has progressed to the extent that the Recipient has full use and benefit of the facilities, both from the operational and safety standpoint, and only minor incidental work, replacement of temporary substitute facilities, or correction or repair remains to physically complete the total contract.” Upon termination of this Agreement, all property acquired by the Recipient shall remain the Recipient’s property, with no obligation to pay the County therefore.

9. The Recipient shall not assign any interest in this Contract and shall not transfer any interest in same without prior written County consent.

10. The Recipient will secure, at his own expense, all personnel required in performing said services under this Contract. Recipient shall be personally liable for applicable payroll, Labor and Industries premiums, and all taxes, and shall hold the County harmless from any claims related thereto.

11. Right to Review: This contract is subject to review by the State Auditor's office. The County or its designee shall have the right to review and monitor the financial components of this project. Such review may include, but is not limited to, on-site inspection by County agents or employees, and inspection of all records of other materials, which the County deems pertinent to the Agreement and its performance. Recipient shall preserve and maintain all financial records and records relating to this project under this Agreement for 3 years after contract termination, and shall make them available for such review, within Skagit County, State of Washington, upon request.

12. Acknowledgement of Funding: All books, informational pamphlets, press releases, research reports, articles, requests for information, signs or other public notices developed for or referring to the activities or programs funded by this agreement shall include the statement, “This project received funding from Skagit County,” or similar language acknowledging Skagit County’s funding contribution. Further, Recipient shall notify the County (or Administrative Services) no later than two weeks before a dedication ceremony or public event for any activities or programs funded by this agreement. Recipient shall also make efforts to verbally acknowledge the County’s contributions to the Recipient at all dedication ceremonies or other public events relating to any programs or projects funded by this agreement.

13. Prevailing Wages: If Prevailing Wages are applicable to the work provided under the Agreement then Recipient shall submit a “Statement of Intent to Pay Prevailing Wages” prior to submitting first application for payment. Each statement of intent to pay prevailing wages must be approved by the Industrial Statistician of the Department of Labor and Industries before it is submitted to the County. Unless otherwise authorized by the Department of Labor and Industries, each voucher claim submitted by a Recipient for payment on a project estimate shall state that the prevailing wages have been paid in

accordance with the pre-filed statement or statements of Intent to Pay Prevailing Wages on file with the public agency.

14. Nondiscrimination: During the performance of this contract, the Recipient shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

a. Nondiscrimination in Employment: The Recipient shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

15. Compliance with Applicable Law: The Recipient and all subcontractors of Recipient shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, and/or policies. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; the Americans with Disabilities Act (ADA); Ethics in Public Service (RCW 42.52); Covenant Against Contingent Fees (48 C.F.R. Sec. 52.203-5); safety and health regulations. In the event of the Recipient's or a subcontractor's noncompliance or refusal to comply with any law or policy, the Department may rescind, cancel, or terminate the contract in whole or in part. The Recipient is responsible for any and all costs or liability arising from the Recipient's failure to so comply with applicable law.

16. Venue and Choice of Law: In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.

17. No Separate Legal Entity: It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of the Agreement.

18. Termination of Contract for Cause

a. If, through any cause, the Recipient shall fail to fulfill in a timely and proper manner its obligations under this contract or if the Recipient shall violate any of its covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate this contract and withhold the remaining allocation if such default or violation is not corrected within thirty (30) days after submitting written notice to the Recipient describing such default or violation. Further, in the event Recipient fails to

expend funds under this contract in accordance with State or Federal laws and/or the provisions of the agreement, the County reserves to right to recapture funds expended to Recipient in an amount equal to the extent of the noncompliance.

b. The County may unilaterally terminate all or part of this contract, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this contract.

19. Termination for Public Convenience: The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Recipient shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County. If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

20. Nonassignability: Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the Recipient.

21. Taxes: All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Recipient or its staff shall be the sole responsibility of the Recipient.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2016.

City of Sedro-Woolley

APPROVED:

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Signature
(Date _____)

Lisa Janicki, Chair

Print Name

Ron Wesen, Commissioner

Title

Kenneth A. Dahlstedt, Commissioner

Mailing Address:

For contracts under \$5000

County Administrator
(Authorization per Resolution #R20030146)

Telephone No. _____
Fed. Tax ID # _____
Contractor Lic. #. _____

Recommended:

Department Head

Budget and Finance Director

Approved as to Indemnification:

Risk Manager

Attest:

Approved as to Form:

Clerk of the Board

Deputy Prosecuting Attorney

Exhibit A



Economic Development Public Facility Project Application

Board of County Commissioners · 1800 Continental Place · Mount Vernon WA 98273
 voice 360-416-1300 · fax 360-336-9307 · www.skagitcounty.net



Part 1	Applicant Information
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Organization	Sedro-Woolley		
Address	325 Metcalf Street	State	WA Zip 98284
Primary Contact	Mark A. Freiberger	Phone	360-855-9933
E-mail Address	mfreiberger@ci.sedro-woolley.wa.us		

Part 2	Project Information
---------------	----------------------------

RCW 82.14.370 (3) defines "public facilities" as bridges, roads, domestic and industrial water facilities, sanitary sewer facilities, earth stabilization, storm sewer facilities, railroad, electricity, natural gas, buildings, structures, telecommunications infrastructure, transportation infrastructure, commercial infrastructure, and port facilities in the state of Washington.

Project Name	SR20/Cascade Trail West Extension Phase 1A	Location	SR20, Trail Road to SR9 South
Project Type	Storm Drainage Capacity	Start Date	6/1/2016
Description	Upgrade existing SR20 storm drainage system to support development of vacant portions of the Crossroads Shopping Center area (vacant mixed commercial properties within the shopping center itself and an adjacent 3.5 acre property owned by the city) and redevelopment of mixed commercial properties south of Cook Road between Western and SR20, as part of the SR20/Cascade Trail West Extension Phase 1A Trail Road to SR9 South Project. Total area served is more than 14 acres of mixed commercial land.		

Part 3	Required Resources
---------------	---------------------------

Provide a budget that shows a breakdown of project costs. Please also provide a breakdown of current and proposed funding that clearly illustrates the total funding required for the project listed by individual funding source, including any money from the Public Facilities fund. Specify any conditions attached to any funding sources.

Budget	Total funding requested from Distressed/Rural County Sales and Use Tax to fund public facilities projects in Skagit County (not to exceed \$500,000)	\$	\$220,000
	Amount primary sponsor/organization is contributing to the project	\$	\$49,520
	Other Funding Source: STPUS-0020(181)	\$	\$304,480
	Other Funding Source: Click here to enter text.	\$	text
	Other Funding Source: Click here to enter text.	\$	text
	Other Funding Source: Click here to enter text.	\$	text
	Other Funding Source: Click here to enter text.	\$	text
	Total Project Cost	\$	\$574,000

Part 5 Value Proposition

Business Is this project supportive of a specific business? If so, how many? Please provide names of businesses if known.

The project will support the existing 6.57 acre Crossroads Shopping Center, allow additional development of undeveloped portions of the Center totaling 3.6 acres, allow development of vacant properties between Crossroads and West Ferry Street totaling 3.5 acres (city owned, to-be-surplussed for development as directed by the legislature), and allow redevelopment of properties fronting Cook Road between SR20 and Western totaling 1.1 acres. The total new or redevelopment area is 8.2 acres. Specific businesses in existence today include Food Pavilion, Burger King, O'Reilly Auto Parts, the Sparkle Shop, Monroe's Salon, Sedro-Woolley Liquor & Wine & Soils Plus to name a few.

Jobs Describe, in specific detail, how this project will create jobs and/or allow for the retention of current jobs.

Infill of the vacant portions of the Crossroads Shopping Center totaling 3.6 acres, development of vacant land between Crossroads and West Ferry totaling 3.5 acres, and redevelopment of the properties south of Cook Road between Western and SR20 totaling 1.1 acres, for a total of 8.2 acres, will encourage retail development estimated at 162 jobs (as per comprehensive plan estimates). These jobs are expected to be primarily retail in nature with a current regional annual wage of \$31,988 for a total additional payroll supported by this grant of \$5,182,056 annually. This development and job creation cannot occur without additional capacity in the city's stormwater conveyance system. This project will also serve the existing businesses through increased capacity.

Job Detail Provide information on the following: (a) the average wage, including benefits, and the number of new jobs/FTEs; and (b) the average wage, including benefits, as the result of the project. Please be specific as possible. *Generic information may not be scored. Do not include any construction-related jobs.*

	Jobs/FTEs Retained	Jobs/FTEs Created 1-3 Years	Jobs/FTEs Created 4 Years
Number of Jobs/FTEs	131	28	42
Average Wage/FTE	\$31,988	\$31,988	\$31,988

Infrastructure How will this project improve local Infrastructure capacity? How much additional capacity will be provided for future development? Please be specific in your answer.

The Final SR20 Downstream Conveyance and Backwater Analysis prepared by David Evans & Associates in February 2013 in association with the SR20/Cook Road Realignment and Extension Project identified capacity issues with the existing stormwater conveyance system on SR20 from West Ferry Street to the outfall at Brickyard Creek. The capacity limitations would restrict further development of vacant properties served by this system. Upgrading the system will allow cost effective development of the vacant parcels, and also enhance drainage during peak flow events for existing development, reducing the potential for damage due to flooding. The design recommended in the Stormwater Report and incorporated in the SR20/Cascade Trail Phase 1A Trail Road to SR9 South Project noted above and the separate SR20/Cascade Trail Phase 1B Hodgkin to Trail Road Project that is fully funded includes sufficient capacity for the proposed development area, and additionally addresses existing capacity issues upstream of the project area.

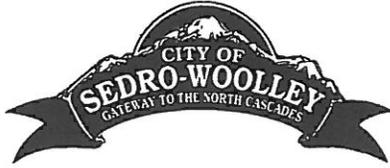
Part 6	Project Timeline
Timeline	<p>Provide a timeline for the project. Please include specific deadlines for segments or phases of the project, including total project begin date and completion date.</p> <p>The design phase for the SR20/Cascade Trail Phase 1A project is fully funded, has been obligated and is in progress for completion by early 2016. Advertisement is planned for March 2016 with construction from June to November 2016.</p>
Phasing	<p>If this is a phased project, for which phase are you applying for funding?</p> <p>The present funding request is for Phase 1A, from Trail Road to SR9 South. Phase 1B from HodgIn Road to Trail Road is fully funded and also under design. This grant request will fully fund Phase 1A which is planned to be fully constructed in 2016.</p>
Completion	<p>By what date will the project (or this phase) be complete? Funds will lapse and may not be spent after this date.</p> <p>Phase 1A will complete by the end of November 2016.</p>
Efforts So Far	<p>Summarize efforts taken to date regarding the project. What planning has taken place? Have engineering reports and feasibility studies been prepared? If so, describe them.</p> <p>The Phase 1A project design phase has been obligated and is under way. Topographic survey and preliminary design of the stormwater system are complete and ready for incorporation into the larger project. This is a shovel ready project and the funds requested are the last dollars needed to break ground.</p>

Part 7	Action Plan
<p>What quantifiable measures are you going to track to measure the success of the project?</p> <p>Sale of the city-owned 3.5 acres for development, along with job creation associated with the development. Development of the vacant portions of the Crossroads Shopping Center, along with job creation associated with the development. The city intends to aggressively market its 3.5 acres for commercial redevelopment in conjunction with the completion of this project.</p>	

Part 8	Miscellaneous
<p>Include information related to the project, if any, that would assist the Economic Development Advisory Committee and the Board of County Commissioners in evaluating the funding request, such as emergency declarations, bird-in-hand industry, volunteer efforts, links to other priority projects, etc.</p> <p>This project is an outgrowth of the SR20/Cook Road Realignment and Extension Project, completed in 2014, which revised the arterial roadway system in the vicinity of SR20 and Cook Road. That project greatly enhanced traffic flow in this vicinity and opened up 3.5 acres of previously unavailable property between the Crossroads Shopping Center and W Ferry Street for commercial development. It also opened up underdeveloped low-end residential south of Cook Road for redevelopment as mixed commercial. Stormwater capacity issues identified in the stormwater analysis completed in association with the SR20/Cook project would limit the feasibility of developing these properties, as well as the 3.6 acre undeveloped portions of the Crossroads Shopping Center itself.</p>	

Part 9	Applicant Certification
<p>The applicant here certifies and affirms (1) that it does not now, nor will it during the performance of any contract arising from this application, unlawfully discriminate against any employee, applicant for employment, client, customer, or other person who might benefit from said contract, by reason of age, race, color, ethnicity, sex, religion, creed, place of birth, or degree of handicap; (2) that it will abide by all relevant local, state and federal laws and regulations; and (3) that it has read and understood the provisions and restrictions in each part above and will comply with all provisions thereof.</p>	

Signature		Date	10/30/15
Printed Name	Mike Anderson	Title	Mayor



CITY COUNCIL AGENDA
REGULAR MEETING

JAN 13 2016

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

Planning Department
Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-0771
Fax (360) 855-0733

MEMO:

To: Sedro-Woolley City Council
Mayor Wagoner

From: John Coleman, AICP
Planning Director

Date: January 13, 2016

Subject: Interlocal Agreement Regarding Impact Fees in the UGA – *Consent Agenda*

ISSUE

Should the Council agree to enter into an Interlocal Cooperative Agreement for Collection and Distribution of Impact Fees and authorize the Mayor to sign the Interlocal Agreement?

PROJECT DESCRIPTION / HISTORY

Currently, Skagit County does not collect impact fees for new development in the Sedro-Woolley urban growth area (UGA). Under the attached Interlocal Agreement – if enacted – the county would collect and transfer the impact fees to the city once per month.

EXHIBITS

Interlocal Cooperative Agreement for Collection and Distribution of Impact Fees



Interlocal Cooperative Agreement for Collection and Distribution of Impact Fees

This Agreement is between [Other Party's Formal Name] ("**Partner Agency**") and Skagit County, a Washington State municipal corporation ("**County**"), pursuant to the authority granted by the Interlocal Cooperation Act, RCW Chapter 39.34.

1 General

- 1.1 Purpose. The Purpose of this agreement is to provide for the County's collection of impact fees for building permits that the County issues within the Partner Agency's district boundaries (if a special purpose district) or unincorporated urban growth area (if a city or town), distribution of such impact fees to the Partner Agency, and general implementation of Skagit County Code Chapter 14.30.
- 1.2 Representatives. The following persons are designated as representatives of the respective parties and are responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change must notify the other party.

Partner Agency Representative:	Click here to enter text.
County Representative:	Director of Skagit County Planning and Development Services Skagit County Commissioners Administration Building 1800 Continental Place Mount Vernon WA 98273 pds@co.skagit.wa.us

- 1.3 Replacement of prior agreements. This Agreement supersedes and replaces the impact fee provisions of any prior agreement between the parties.
- 1.4 Term. This Agreement begins upon mutual execution and continues until terminated by either party pursuant to paragraph 7, Termination.

2 Definitions

- 2.1 "Impact fee" has the same meaning as in RCW 82.02.090, i.e., a payment of money imposed upon development as a condition of development approval to pay for public facilities needed to serve new growth and development, and that is reasonably related to the new development that creates additional demand and need for public facilities, that is a proportionate share of the cost of the public facilities, and that is used for facilities that reasonably benefit the new development. "Impact fee" does not include a reasonable permit or application fee.
- 2.2 "Public facilities" has the same meaning as in RCW 82.02.090, i.e., the following capital facilities owned or operated by government entities: (a) public streets and roads; (b) publicly owned parks, open space, and recreation facilities; (c) school facilities; and (d) fire protection facilities.

3 Responsibilities of Partner Agency

- 3.1 The Partner Agency will annually submit to the County the following documents:
 - (a) a schedule of the Partner Agency's impact fees;
 - (b) an explanation of the methodology the Partner Agency used to arrive at its impact fees;
 - (c) a six-year capital facilities plan adopted by the Partner Agency's governing body that:
 - (1) is valid for at least the following year, even if submitted to the County in a previous year; and
 - (2) includes projects with sufficient detail to substantiate the impact fees;
 - (d) a report for the preceding year showing the source and amount of all moneys collected, earned, or received in that year, and the public improvements that were financed in whole or in part by impact fees in that year, all as consistent with RCW 82.02.070.
- 3.2 The Partner Agency must submit these documents in native electronic format (i.e., not scans of paper materials) whenever possible, and may be submitted via email as direct links to the documents on the Partner Agency's website.
- 3.3 The Partner Agency must use impact fee funds received from the County as impact fees, and interest earned on those funds, consistent with RCW Chapter 82.02 and Skagit County Code Chapter 14.30.
- 3.4 The Partner Agency agrees to expend or encumber the impact fees within the period identified in RCW 82.02.070, unless the Board of County Commissioners identifies in written findings extraordinary and compelling reason or reasons for a Partner Agency to hold the fees beyond the statutory period.
- 3.5 The Partner Agency agrees to refund impact fees and interest earned when notified by the County that a refund is due per RCW 82.02.080 or the appeal provisions of RCW 14.30.070.
- 3.6 The Partner Agency agrees to amend this Agreement in the event of future changes in state law governing impact fees to ensure consistency with state law.

4 Responsibilities of the County

- 4.1 The County will collect impact fees consistent with Skagit County Code Chapter 14.30, Public Facilities Impact Fees, and utilize the collection, exemption, appeal, and refund procedures in that chapter.
- 4.2 The County will timely review and adopt the Partner Agency's capital facilities plan into the County's Comprehensive Plan and timely review and adopt the Partner Agency's revised impact fee schedule.
- 4.3 The County will begin collecting the impact fees specified by the Partner Agency's current fee on the first day of the year following County adoption of the Partner Agency's capital facilities plan and fee schedule, unless an earlier date is specified in the County's adopting ordinance.
- 4.4 The County will stop collecting impact fees after the last day of the year in which the Partner Agency's most-recently submitted six-year capital facilities financing plan expires.

- 4.5 The County will calculate the impact fees due for a development project. If the County receives a request for an adjustment, credit, exemption, or independent fee calculation, the County must consult with the Partner Agency prior to making a determination on the request.
- 4.6 The County will deposit the impact fees it collects for the Partner Agency in the Partner Agency's account with the County Treasurer (for special purpose districts), or transfer the impact fees to the Partner Agency (for cities and towns) once per month.
- 4.7 The County may collect a nominal fee from applicants required to pay impact fees for administering the impact fee program in the amount established by County ordinance. The County will not collect administration fees for the Partner Agency.

5 Treatment of Assets and Property

No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

6 Indemnification

- 6.1 Each party to this Agreement agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of its officials, officers, agents, and employees to the fullest extent required by law and further agrees to save, indemnify, defend, and hold harmless other parties from any such liability. However, the Partner Agency agrees to assume liability for, and indemnify, defend, and hold harmless the County for any legal challenge to the legitimacy of the Partner Agency's impact fees.
- 6.2 Each party shall be responsible for its own legal fees unless otherwise agreed in a separate written agreement.
- 6.3 No liability shall attach to the County by reason of entering into this Agreement except as expressly provided herein.
- 6.4 The obligations under this section 6 shall be continuing and not be diminished or extinguished by the termination of this Agreement.

7 Termination

Any party hereto may terminate this Agreement upon 30 days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the other party's last known address for the purposes of giving notice under this paragraph but only after the obligations of SCC Chapter 14.30 and RCW 82.02.080 have been met with regard to any unexpended or unencumbered impact fees held by the County or the Partner Agency. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

8 Changes, Modifications, Amendments, and Waivers:

The Agreement may be changed, modified, amended, or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

9 Severability

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

10 Entire Agreement

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

The undersigned warrants that the signatory is authorized to sign this agreement on behalf of the Partner Agency.

SIGNED this ____ day of _____, 2016.

Signature: _____

Printed Name: _____

Title: _____

Partner Agency: _____

SIGNED this ____ day of _____, 2016.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Lisa Janicki, Chair

Ron Wesen, Commissioner

Attest:

Kenneth A. Dahlstedt, Commissioner

Clerk of the Board

Recommended:

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

JAN 13 2016

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

FUNDING AGREEMENT

BETWEEN

SKAGIT COUNTY AND CITY OF SEDRO-WOOLLEY

Skagit County, through the Department of Administrative Services (hereinafter referred to as County) and City of Sedro-Woolley (hereinafter referred to as Recipient), for and in consideration of the mutual benefits do hereby agree as follows:

1. Purpose: The purpose of the contract is to distribute economic development funds pursuant to RCW 82.14.370. Future economic development projects require input from the County's Cities and Towns and it is imperative that they remain members of the Economic Development Association of Skagit County. Given the current economic downturn and the constraint it has placed on municipal budgets, it is recognized that this stop-gap funding mechanism will allow Cities and Towns to continue to participate as members.
2. Scope of Work: Recipient will use the funds distributed under this contract pursuant to the intent and purpose of RCW 82.14.370. Further, Recipient is to use such funds as reimbursement for payments made to the Skagit County Economic Development Association for the calendar year 2016.
3. Payment: County will compensate Recipient a maximum of \$2,000, chargeable to GL expenditure code # 342 585024110. Recipient shall submit a statement of work describing the use of funds distributed by the County and the County upon receipt of appropriate documentation shall distribute a portion of the awarded funding as determined by the County Contract Representative described in Paragraph 6.1 of this Contract. However, such payments shall not occur more often than monthly, through the County voucher system. The County Contract Representative has the sole discretion of determining what appropriate documentation is required in order for Recipient to receive a distribution of funds under this Agreement.
4. Recipient agrees that in the event the county or other state or federal agency finds that the funds distributed pursuant to this agreement violate any state or federal laws including but not limited to the primary purpose for which funds pursuant to this agreement are being given, Recipient agrees to return the funds provided by County under this agreement to County including any penalties and interest, and agrees to hold County harmless and indemnify County for distributing such funds contrary to state or federal law. Further, in the event that funds provided to Recipient under this agreement are used for a purpose other than what was originally described in its application of funds, the Recipient agrees to return such funds to the County upon demand.

5. The parties agree that Recipient is an independent contractor and not an employee, or agent of Skagit County. Recipient hereby agrees not to make any representations to any third party or to allow such third party to remain under the misimpression that Recipient is an employee, independent contractor, or agent of Skagit County. All payments made hereunder and all services performed shall be made and performed pursuant to this Agreement. Recipient will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph. Further the Recipient represents that all employees and sub-contractors are covered under Industrial Insurance in compliance with R.C.W. Title 51.

6. Administration: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party in writing.

6.1 The County's representative shall be the Budget and Finance Director:
Trisha Logue
1800 Continental Place, Suite 100
Mount Vernon, WA 98273

6.2 Recipient's representative shall be the Finance Director:
Patsy Nelson
325 Metcalf Street
Sedro-Woolley, WA 98284

All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

7. Defense & Indemnity Agreement: The Recipient agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Recipient, its subcontractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall

attach to the County by reason of entering into this contract, except as expressly provided herein. Recipient insurance shall be primary. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Recipient's insurance and shall not contribute to it.

8. This Contract shall commence on January 1, 2016 and continue until either party terminates by giving 30 days' notice in writing either personally delivered or mailed postage prepaid by certified mail, return receipt requested to the party's last known address, or until the County has distributed all funds which it has allocated to the Recipient pursuant to Resolution #R20150384, but in no event shall the contract continue for more than one year from January 1, 2016.

9. The Recipient shall not assign any interest in this Contract and shall not transfer any interest in same without prior written County consent.

10. The Recipient will secure, at his own expense, all personnel required in performing said services under this Contract. Recipient shall be personally liable for applicable payroll, Labor and Industries premiums, and all taxes, and shall hold the County harmless from any claims related thereto.

11. Right to Review: This contract is subject to review by the State Auditor's office. The County or its designee shall have the right to review and monitor the financial components of this project. Such review may include, but is not limited to, on-site inspection by County agents or employees, and inspection of all records of other materials, which the County deems pertinent to the Agreement and its performance. Recipient shall preserve and maintain all financial records and records relating to this project under this Agreement for 3 years after contract termination, and shall make them available for such review, within Skagit County, State of Washington, upon request.

12. Acknowledgement of Funding: All books, informational pamphlets, press releases, research reports, articles, requests for information, signs or other public notices developed for or referring to the activities or programs funded by this agreement shall include the statement, "This project received funding from Skagit County," or similar language acknowledging Skagit County's funding contribution. Further, Recipient shall notify the County (or Administrative Services) no later than two weeks before a dedication ceremony or public event for any activities or programs funded by this agreement. Recipient shall also make efforts to verbally acknowledge the County's contributions to the Recipient at all dedication ceremonies or other public events relating to any programs or projects funded by this agreement.

13. Prevailing Wages: If Prevailing Wages are applicable to the work provided under the Agreement then Recipient shall submit a "Statement of Intent to Pay Prevailing Wages" prior to submitting first application for payment. Each statement of intent to pay prevailing wages must be approved by the Industrial Statistician of the Department of Labor and Industries before it is submitted to the County. Unless otherwise authorized by the Department of Labor and Industries, each voucher claim submitted by a Recipient for

payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of Intent to Pay Prevailing Wages on file with the public agency.

14. Nondiscrimination: During the performance of this contract, the Recipient shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

a. Nondiscrimination in Employment: The Recipient shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

15. Compliance with Applicable Law: The Recipient and all subcontractors of Recipient shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, and/or policies. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; the Americans with Disabilities Act (ADA); Ethics in Public Service (RCW 42.52); Covenant Against Contingent Fees (48 C.F.R. Sec. 52.203-5); safety and health regulations. In the event of the Recipient's or a subcontractor's noncompliance or refusal to comply with any law or policy, the Department may rescind, cancel, or terminate the contract in whole or in part. The Recipient is responsible for any and all costs or liability arising from the Recipient's failure to so comply with applicable law.

16. Venue and Choice of Law: In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.

17. No Separate Legal Entity: It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of the Agreement.

18. Termination of Contract for Cause

a. If, through any cause, the Recipient shall fail to fulfill in a timely and proper manner its obligations under this contract or if the Recipient shall violate any of its covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate this contract and withhold the remaining allocation if such default or violation is not corrected within thirty (30) days after submitting written notice to the

Recipient describing such default or violation. Further, in the event Recipient fails to expend funds under this contract in accordance with State or Federal laws and/or the provisions of the agreement, the County reserves to right to recapture funds expended to Recipient in an amount equal to the extent of the noncompliance.

b. The County may unilaterally terminate all or part of this contract, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this contract.

19. Termination for Public Convenience: The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Recipient shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County. If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

20. Nonassignability: Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the Recipient.

21. Taxes: All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Recipient or its staff shall be the sole responsibility of the Recipient.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2016.

City of Sedro-Woolley

APPROVED:

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Signature & Title of Signatory
(Date _____)

Lisa Janicki, Chair

Print Name

Ron Wesen, Commissioner

Title

Kenneth A. Dahlstedt, Commissioner

Mailing Address:

325 Metcalf Street

Sedro-Woolley, WA 98284

For contracts under \$5000

County Administrator
(Authorization per Resolution #R20030146)

Telephone No. (360) 855-1661
Fed. Tax ID # _____
Contractor Lic. #. _____

Recommended:

Department Head

Budget and Finance Director

Approved as to Indemnification:

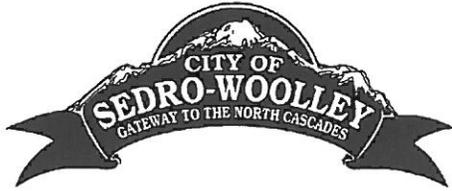
Risk Manager

Attest:

Approved as to Form:

Clerk of the Board

Deputy Prosecuting Attorney



CITY COUNCIL AGENDA
REGULAR MEETING

JAN 13 2016

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 35

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 Keith Wagoner
FROM: Mark A. Freiberger, PE
RE: **Professional Services Agreement No. 2016-PS-16 for Miscellaneous On-Call Professional Services and Local Agency Professional Services Negotiated Hourly Rate Consultant Agreement No. 2016-PS-04**
DATE: January 5, 2016 (for Council action January 13, 2016)

ISSUE

Should Mayor Wagoner execute the attached Professional Services Agreements No. 2016-PS-04 and 2016-PS-16 as noted below for a miscellaneous on-call professional services agreement and a dedicated project agreement?

BACKGROUND/DISCUSSION

The city will utilize the services of DGK Inc. during the preliminary engineering phase to provide environmental permitting services related to the SR20/Cascade Trail West Extension Phase 1A Trail Road to SR 9 South and Phase 1B Hodgkin Road to Trail Road.

The city has also utilized the services of various firms for on-call professional services for miscellaneous engineering and other professional services. The attached agreement represents our 2016 on-call services that are currently anticipated for environmental services.

Following is a list of these agreements and proposed use:

- 2016-PS-04 – DGK Inc., dba Widener & Associates – NTE \$5,800 –environmental permit services
- 2016-PS-16 – DGK Inc., dba Widener & Associates – NTE \$25,000 – on-call environmental services

FINANCE

Professional services related to the SR20/Cascade Trail project will be paid for with federal grant funding (STPUS and TAP). The city has received funds authorization for preliminary engineering for both phases. The contract costs will be split between the two phases.

595.10.63.070	Eng SR20 Cascade Trail Phase 1A	\$20,000(2015)/\$20,000(2016)
595.10.63.075	Eng SR20 Cascade Trail Phase 1B	\$10,813(2015)/\$10,812(2016)

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

595.10.41.000.001	Professional Services – Engineering	\$ 10,500
535.80.41.000.401	Professional Services - Sewer Fund	\$ 50,000
531.50.41.000.425	Professional Services – Stormwater	\$ 5,500

MOTION:

Move to authorize Mayor Wagoner to execute the attached Professional Services Agreements No. 2016-PS-04 AND 2016-PS-16 as noted above for a miscellaneous on-call professional service agreement and a dedicated project agreement?

Local Agency Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: 2016-PS-04

Does this Require DES filing? Yes No

Firm/Organization Legal Name (do not use dba's): DGK Inc.	
Address 10108 32nd Ave W, Suite D Everett, WA 98204-1302	Federal Aid Number PH 1A-STPUS-0020(181) & PH 1B- TAP-0020(183)
UBI Number 602095467	Federal TIN or SSN Number 582590500
Execution Date	Completion Date 12/31/2016
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Title SR20/Cascade Trail West Extension Phase 1A Trail Road to SR9 South & Phase 1B Hodgkin Road to Trail Road	
Description of Work Provide environmental permit services for the above project as described in Exhibit A, Scope of Work	
<input type="checkbox"/> Yes % <input type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes % <input type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> Yes 100 % <input type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes % <input type="checkbox"/> No SBE Participation	Maximum Amount Payable: \$5,751.20

Index of Exhibits

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

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

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

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

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

I. General Description of Work

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

II. Scope of Work

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

III. General Requirements

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

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

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

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

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

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

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

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

If to AGENCY:

Name: David Lee, PE
Agency: City of Sedro-Woolley
Address: 325 Metcalf Street
City: Sedro-Woolley State: WA Zip: 98284
Email: dlee@ci.sedro-woolley.wa.us
Phone: 360-855-3219
Facsimile: 360-855-0733

If to CONSULTANT:

Name: Jeanette Widener
Agency: DGK Inc., Widener & Associates
Address: 10108 32nd Ave W, Suit D
City: Everett State: WA Zip: 98204
Email:
Phone:
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. This AGREEMENT may require filing with the Department of Enterprise Services (DES) pursuant to RCW 39.26.140. If such approval is required by DES, this AGREEMENT shall not bind the AGENCY until approved by DES. If the AGREEMENT must be approved by DES, work cannot begin, nor payment made until ten (10) or more working days following the date of filing, and until approved by DES. Any subsequent SUPPLEMENTAL AGREEMENT may also be subject to filing and/or approval from DES. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

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

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V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fixed Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fixed fee. The accepted negotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgement, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E", will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fixed fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rates under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgement.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fixed fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fixed fee.

- B. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT'S Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for direct non-salary costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- C. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- D. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per the WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings.

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

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

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VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

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

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VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE), the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

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to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and/or the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or the AGENCY, its agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

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

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

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

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

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

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

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Insurance Coverage

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

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

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

Name: David Lee, PE
Agency: City of Sedro-Woolley
Address: 325 Metcalf Street
City: Sedro-Woolley State: WA Zip: 98284
Email: dlee@ci.sedro-woolley.wa.us
Phone: 360-855-3219
Facsimile: 360-855-0733

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

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

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

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

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XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the AGENCY

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

XVII. Complete Agreement

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

Agreement Number: 2016-PS-04

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

Agreement Number: 2016-PS-04

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

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

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

XIX. Records Maintenance

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

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

Agreement Number: 2016-PS-04

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

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

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

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

Signature

Date

Signature

Date

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

Project No. 2016-PW-02

Task 1.1:

Design assistance and early agency coordination.

Task 1.2:

Section 106 Historic and Cultural Resources (no effect).

Task 1.5:

NEPA Categorical Exclusion

Agreement Number: 2016-PS-04

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

AutoCAD drawing and Microsoft Excel

B. Roadway Design Files

AutoCAD files

C. Computer Aided Drafting Files

AutoCAD files

Agreement Number: 2016-PS-04

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

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

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

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

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

II. Any Other Electronic Files to Be Provided

Schedule - Microsoft Project

III. Methods to Electronically Exchange Data

Email, CD/DVD, Flash Drive or FTP site

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

Agreement Number: 2016-PS-04

Exhibit D

Project Name

SR 20/Cascade Trail West Extension Phase 1A Trail Rd to SR 9 South &
Phase 1B Hodgins Road to Trail Road

Client

City of Sedro-Woolley Public Works - Mark Freiberger

Location

City of Sedro-Woolley

Date

1/5/2016

	Project Manager	Senior Biologist	Project Biologist		
	Hours	Hours	Hours		
1.1 Design Assistance and Early Agency Coordination	8		6		
1.2 Section 106 Historic and Cultural Resources (no effect)					
Draft	2		4		
Final	2		2		
1.5 NEPA Categorical Exclusion					
draft	4		16		
final	4		6		
Total hours	20	0	34		
Summary	Hours	Rate	Cost		
Project Manager	20	\$140.00	\$2,800.00		
Senior Biologist	0	\$120.00	\$0.00		
Project Biologist	34	\$86.80	\$2,951.20		
			Total Labor		\$5,751.20
TOTAL ESTIMATED COST					\$5,751.20

WIDENER & ASSOCIATES

NOTE: Total cost to be split evenly between Phase 1A & Phase 1B projects.

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Exhibit E

Sub-consultant Cost Computations

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

Exhibit F Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number: 2016-PS-04

Exhibit G Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
DGK Inc.

whose address is

10108 32nd Ave W, Suite D, Everett, WA 98204-1302

and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Sedro-Woolley and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number: 2016-PS-04

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number: 2016-PS-04

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XIII, Legal Relations and Insurance of this Agreement is amended to \$

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

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Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

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Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

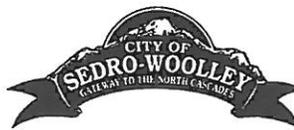
The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.



PROFESSIONAL SERVICES AGREEMENT No. 2016-PS-16
(To be used for consultant services excluding engineers and architects)

This Agreement made and entered into this **1st** day of **January, 2016**, by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as “City” and **DGK Incorporated, DBA Widener & Associates** whose address is **10108 32nd Avenue W., Suite D, Everett, WA 98204-1302**, hereinafter referred to as the “Contractor”.

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

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

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

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

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

1. Scope of Services.

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, as **environmental services as assigned by task order** as requested by the City of Sedro-Woolley.

2. Relationship of Parties.

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

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

3. Time of Performance.

The service of the Contractor is to commence

[] on or before _____

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

The service of the Contractor is to be completed

[] not later than _____

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

4. Standard of Care.

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

5. Delays and Extensions of Time.

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

6. Compensation and Schedule of Payments.

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

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

7. Ownership of Records and Documents.

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

8. Termination.

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

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

a) Material violation of this agreement.

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

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

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

9. Evaluation and Compliance with the Law.

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

10. Joinder in Arbitration Proceedings.

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

11. City Business and Occupation License.

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

12. Indemnification.

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

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

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

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

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

13. Insurance.

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

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

work within the scope of this agreement, in such form and with policy limits in such amounts (\$1 million 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.

14. Employment Security.

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

15. Amendments.

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

16. Scope of Agreement.

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

17. Ratification.

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

18. Assignability.

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

19. Notices.

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

20. Choice of Law/Venue.

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

21. Attorneys Fees.

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

22. Non-exclusive Agreement.

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

23. MRSC Roster Registration.

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

24. Washington State Department of Retirement Systems.

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

25. Debarment.

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

DATED this _____ day of _____, _____.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

Finance Director

Approved as to Form:

City Attorney

CONTRACTOR:

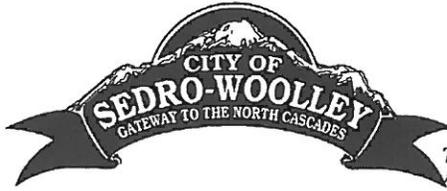
DGK Incorporated,
DBA Widener & Associates

By: _____

Widener Associates
 City of Sedro-Woolley
 2016 WSDOT Rates

EXHIBIT B

Position	Direct Hourly Salary Cost	Overhead 110.00%	Fixed Fee 30%	Hourly Billing Rate
Environmental Manager	\$64.00	\$70.40	\$19.20	\$153.60
Archaeologist	\$55.00	\$60.50	\$16.50	\$132.00
Senior Biologist	\$50.00	\$55.00	\$15.00	\$120.00
Biologist III	\$23.00	\$25.30	\$6.90	\$55.20
Biologist II	\$19.00	\$20.90	\$5.70	\$45.60
Biologist I	\$17.00	\$18.70	\$5.10	\$40.80



CITY COUNCIL AGENDA
REGULAR MEETING

JAN 13 2016

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

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

Mark A. Freiberger, PE
Director of Public Works

MEMO TO: City Council and Mayor Keith Wagoner
FROM: Mark A. Freiberger, PE
RE: **Professional Services Agreement No. 2016-PS-01 for Design Phase Services for the Fruitdale Road Arterial Improvement Project**
H. W. Lochner, Inc.
DATE: January 6, 2016 (for Council action January 13, 2016)

ISSUE

Should council authorize use of \$93,000 in Designated Developer Fund, \$23,000 in Transportation Benefit District and \$14,000 in Account 401 Sewer funds for the city's portion of the Fruitdale Road Arterial Improvements Project Design Phase?

Should Mayor Wagoner execute the attached Local Agency A&E Professional Services Agreement Negotiated Hourly Rate Consultant Agreement, City Agreement No. 2016-PS-01 with H.W. Lochner, Inc. of Bellevue, WA to provide design phase engineering services for Fruitdale Road Arterial Improvement Project in the amount of \$319,154, subject to Funding Partner approval, and final review of contract language by the City Attorney?

BACKGROUND/DISCUSSION

The city advertised on October 14, 2015 for Statements of Qualifications (SOQ) from consultants interested in performing the design work for the Fruitdale Road Arterial Improvement Project. The ad period closed on November 4, 2015 with six SOQ's received. The Consultant Selection Committee selected three consultants for interviews, which were performed on November 19, 2015. The Committee recommended negotiations be undertaken with H.W. Lochner of Bellevue, WA. Lochner provided their proposed scope of work and fee estimate for city review. After negotiations, the city and Lochner have reached agreement on the scope of services and a fee of \$319,154. Attached is the resulting Local Agency A&E Professional Services Agreement submitted for council approval.

ANALYSIS

Estimated Construction Cost (Preliminary Estimate)	\$1,898,000	
Design Phase Services – this Agreement	\$ 319,154	16.8% of CN
Estimated City Administration Design Phase	\$ 15,000	0.8 % of CN
Total Final Design Phase Budget	\$ 334,154	17.6% of CN

Estimated Revenue

Skagit County ILA	\$ 100,000
Port of Skagit ILA	\$ 100,000
City of Sedro-Woolley – Developer Agreement Fee Fund	\$ 93,000
City of Sedro-Woolley – Transportation Benefit District	\$ 23,000
City of Sedro-Woolley – Staff Salaries for PE	\$ 15,000
City of Sedro-Woolley – Account 401 Sewer	\$ 14,000
Total Final Design Phase Funding	\$ 345,000

Design phase funding is available as shown above from City, Skagit County and Port of Skagit sources through the Amended Interlocal Agreement Regarding Northern State. Proposed City funds include \$93,000 from the Designated Developer Agreement Fund for work on the sidewalk portion of the project from McGarigle to Portobello, \$23,000 from Transportation Benefit District funds, and \$15,000 for salaries for project management previously approved in the 2016 Budget. \$40,000 each of the city, port and county funding is additional funding proposed in the Second Supplement to the Amended Interlocal Agreement that will be recovered from lease payments collected over time from the Port's tenants and distributed to the partners. Account 401 Sewer funds totaling \$14,000 are for extension of a sewer main in Fruitdale to serve annexed properties on Fruitdale.

The proposed design fee is at 16.8% of the preliminary cost estimate. This includes 2.4% for Environmental review and permitting, resulting in a net 14.4% for engineering, which is within the reasonable range for design contracts with this level of complexity. A contingency allowance of \$10,846 is included in the recommended revenue level.

MOTION(S):

Move to authorize use of \$93,000 in Designated Developer Fund, \$23,000 in Transportation Benefit District and \$14,000 in Account 401 Sewer funds for the city's portion of the Fruitdale Road Arterial Improvements Project Design Phase.

Move to authorize Mayor Wagoner execute the attached Local Agency A&E Professional Services Agreement Negotiated Hourly Rate Consultant Agreement, City Agreement No. 2016-PS-01 with H.W. Lochner, Inc. of Bellevue, WA to provide design phase engineering services for Fruitdale Road Arterial Improvement Project in the amount of \$319,154, subject to Funding Partner approval, and final review of contract language by the City Attorney.

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: 2016-PS-1

Firm/Organization Legal Name (do not use dba's): H.W. Lochner, Inc.	
Address 915 118th Ave SE, Suite 130, Bellevue, WA 98005	Remit to Address 915 118th Ave SE, Suite 130, Bellevue, WA 98005
UBI Number 600139168	Federal TIN or SSN Number 36-2338811
Execution Date	Completion Date June 30, 2017
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Description of Work The Fruitdale Road Arterial Improvement project includes design of street reconstruction of Fruitdale Road from Portobello Avenue to the north City Limits. The improvements consist of upgrading approximately 1,400 lineal feet of roadway from Portobello to Wildflower Way including grading, drainage, curbs, gutters, asphalt pavement, sidewalks, and a roundabout at the intersection of Fruitdale and Northern States Road. The project also includes the addition of sidewalks on the east side of Fruitdale from McGarigle to Portobello and upgrading approximately 1,200 lineal feet of Fruitdale from Wildflower Way to the north City limits including stabilization of the slide prone area.	
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation
Maximum Amount Payable: \$319,154	

Index of Exhibits

- Exhibit A Scope of Work
- Exhibit A-2 Scope of Work (Task Order)
- Exhibit B DBE Participation
- Exhibit C Preparation and Delivery of Electronic Engineering and Other Data
- Exhibit D Prime Consultant Cost Computations
- Exhibit E Sub-consultant Cost Computations
- Exhibit F Title VI Assurances
- Exhibit G Certification Documents
- Exhibit H Liability Insurance Increase
- Exhibit I Alleged Consultant Design Error Procedures
- Exhibit J Consultant Claim Procedures

Agreement Number: 2016-PS-1

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

Agreement Number: 2016-PS-1

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

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

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

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

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

If to AGENCY:

Name: Mark A. Freiburger
Agency: City of Sedro-Woolley
Address: 325 Metcalf Street
City: Sedro-Woolley State: WA Zip: 98284
Email: mfreiberger@ci.sedro-woolley.wa.us
Phone: (360) 855-0771
Facsimile:

If to CONSULTANT:

Name: Jorge Garcia
Agency: H.W. Lochner, Inc.
Address: 915 118th Ave SE, Suite 130
City: Bellevue State: WA Zip: 98005
Email: jgarcia@hwlochner.com
Phone: (425) 454-3160
Facsimile: (425) 455-8543

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

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

Agreement Number: 2016-PS-1

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fixed Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fixed fee. The accepted negotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgement, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E", will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fixed fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rates under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgement.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fixed fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fixed fee.

Agreement Number: 2016-PS-1

- B. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- C. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- D. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings.

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

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

Agreement Number: 2016-PS-1

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

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

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VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

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to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

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

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

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

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

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

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

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Insurance Coverage

- A. Worker’s compensation and employer’s liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (~~\$1,000,000.00~~) per occurrence and two million dollars (~~\$2,000,000.00~~) in the aggregate for each policy period. *\$2,000,000 by 1/8/16* *\$4,000,000.00 by 1/8/16*
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any “Auto” (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

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

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

Name: Mark Freiberger
 Agency: City of Sedro-Woolley
 Address: 325 Metcalf Street
 City: Sedro-Woolley State: WA Zip: 98284
 Email: mfreiberger@ci.sedro-woolley.wa.us
 Phone: (360) 855-0771
 Facsimile:

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

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

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

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XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

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

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

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

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

Signature

Date

Signature

Date

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

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Exhibit A

Scope of Work

Project No. 2016-PS-01

See attached EXHIBIT A-1 - SCOPE OF SERVICES

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Exhibit A-2

Scope of Work (Task Order)

Each item of work under this AGREEMENT will be provided by task assignment. Each assignment will be individually negotiated with the CONSULTANT. The amount established for each assignment will be the maximum amount payable for that assignment unless modified in writing by the AGENCY. The AGENCY is not obligated to assign any specific number of tasks to the CONSULTANT, and the AGENCY'S and CONSULTANT'S obligations hereunder are limited to tasks assigned in writing. Task assignments may include but are not limited to, the following types of work:

- A. N/A
- B.
- C.
- D.
- E.
- F.

Task assignments made by the AGENCY shall be issued in writing by a Formal Task Assignment Document similar in format to page 2 of this exhibit.

An assignment shall become effective when a formal Task Assignment Document is signed by the CONSULTANT and the AGENCY, except that emergency actions requiring a 24-hour or less response can be handled by an oral authorization. Such oral authorization shall be followed up with a Formal Task Assignment Document within four working days, and any billing rates agreed to orally (for individuals, subconsultants, or organizations whose rates were not previously established in the AGREEMENT) shall be provisional and subject to final negotiation and acceptance by the AGENCY.

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Formal Task Assignment Document

Task Number: N/A

The general provisions and clauses of Agreement
and effect for this Task Assignment.

shall be in full force

Location of Project:

Project Title:

Maximum Amount Payable Per Task Assignment:

Completion Date:

Description of Work:

Note attachments and give brief description)

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Exhibit B
DBE Participation

Widener & Associates (Environmental Services) - Participation Amount \$49,444
Geotest Services Inc. (Geotechnical Services) - Participation Amount \$11,892

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Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

The Consultant shall submit survey files to the Agency in AutoCAD 2014 format.

B. Roadway Design Files

The Consultant shall submit roadway design files to the Agency in AutoCAD 2014 format.

C. Computer Aided Drafting Files

The Consultant shall submit Computer Aided Drafting Files to the Agency. Drafting standards shall be consisted with the APWA/WSDOT standards.

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

The Agency reserves the right to review electronic data and inform the Consultant within 60 calendar days if data is incomplete or in the wrong format

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

Electronic deliverables as listed in Exhibit A, Scope of Work shall be delivered to the Agency

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

The Agency shall furnish services and information as listed in Exhibit A, Scope of Work.

Agreement Number: 2016-PS-1

II. Any Other Electronic Files to Be Provided

none

III. Methods to Electronically Exchange Data

See below

A. Agency Software Suite

N/A

B. Electronic Messaging System

N/A

C. File Transfers Format

At the Agency's preference, electronic files shall be transmitted via e-mail, downloaded from the Consultant's FTP site, or submitted on CD

Agreement Number: 2016-PS-1

Exhibit D
Prime Consultant Cost Computations

See attached EXHIBIT D-1 - Summary of Team Project Costs and EXHIBIT D-2 Person Hour Estimate

Agreement Number: 2016-PS-1

Exhibit E

Sub-consultant Cost Computations

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

There are three sub-consultants on this Project:

Widener & Associates - \$49,444

Geotest Services Inc. - \$11,892

Skagit Surveyors - \$32,825

Tuttle Engineering and Management - \$9,392

Sub-consultant fees are included in Exhibit D-1.

Agreement Number: 2016-PS-1

Exhibit F

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number: 2016-PS-1

Exhibit G **Certification Documents**

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of Vice President
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Agreement Number: 2016-PS-01

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
H.W. Lochner, Inc.
whose address is
915 118th Avenue SE, Suite 130, Bellevue, WA 98005
and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Sedro-Woolley and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

H.W. Lochner, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number: 2016-PS-01

Exhibit G-1(b) Certification of Vice President

I hereby certify that I am the:

Vice President

Other

of the Consultant _____, and H.W. Lochner, Inc.

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the City of Sedro-Woolley and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Agreement Number: 2016-PS-01

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

H.W. Lochner, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number: 2016-PS-01

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

H.W. Lochner, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number: 2016-PS-01

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Fruitdale Road Arterial Improvements Projt * are accurate, complete, and current as of 1/7/16 **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: H.W. Lochner, Inc.

Signature

Vice President

Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number: 2016-PS-1

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XIII, Legal Relations and Insurance of this Agreement is amended to \$ 2,000,000 .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$.

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number: 2016-PS-1

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

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Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Agreement Number: 2016-PS-1

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

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Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

City of Sedro-Woolley

Fruitdale Road Arterial Improvement Project

Exhibit A-1

Scope of Services

January 7, 2016

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Task 1: Project Administration

1.1 Team Management: On-going management to oversee the services are completed within the scope of services, schedule and budget of this AGREEMENT. The CONSULTANT shall be responsible for:

- General management and making assignments to Work Element managers and sub-consultants
- Implementing effective quality assurance/quality control procedures
- Processing CITY requests
- Sub-CONSULTANT agreements.
- Sub-CONSULTANT progress reports and invoices.
- Other Work Elements as necessary to maintain schedules and budgets

Deliverables:

- None

1.2 Project Schedule: For the purposes of budgeting, the anticipated duration of the project will be 16 months beginning December 2015 and ending March 2017. The CONSULTANT will prepare a project schedule using Microsoft Project 2010 listing design elements as agreed with the CITY Project Manager. The schedule will be submitted to the CITY within ten working (10) days of the award of this AGREEMENT. The schedule will include CITY, CONSULTANT, and sub-CONSULTANT work tasks. The schedule will also identify milestone dates, review schedules, and deadlines for deliverables listed in this Scope of Services. 100% Plans, Specifications, and Estimates of Probable Construction Cost will be completed by August 12, 2016. The schedule will be updated periodically to reflect project progress or significant schedule changes.

Deliverables:

- Project Baseline Schedule in Microsoft Project 2010
- Updated Schedules as required

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

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

Deliverables:

- Monthly Status/Progress Reports
- Monthly Invoices

1.4 Project Coordination/Progress Meetings: The CONSULTANT shall meet with the CITY, and as requested other key stakeholders, at project kickoff and then once each month during the project to review the overall project status, schedule, budget and outstanding issues. These meetings will be in the CITY's offices and/or over the phone. For purposes of estimating time required for this sub-element, it is assumed that 11

monthly meetings will be held during the project. In addition to the regular Project Coordination meetings, it is projected that the CONSULTANT team will use the following assumptions for staff at these meetings:

- Project Manager (Prime CONSULTANT and Primary Sub-CONSULTANT) - at all meetings
- Environmental staff - one staff at up to two meetings
- Geotechnical - one person at up to one meeting

Deliverables:

- Meeting Agendas and Notes

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

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

Deliverables:

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

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

Deliverables:

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

Task 2: Data Gathering

2.1 Existing Data: The CITY will provide the following data associated or adjacent to the project area to the CONSULTANT, if available:

- Existing Traffic Studies
- Existing As-builts for street and utilities
- Existing Drainage Studies
- Existing Geotechnical Studies
- Electronic Base mapping in CADD format
- Updates to the EIS for the Northern State property, code revisions, or any other local agency decision that affects project delivery

Deliverables:

- None

Task 3: Public Outreach

3.1 The CONSULTANT shall participate in up to two Public Outreach meetings scheduled and facilitated by the City. The CONSULTANT will develop materials for use during the meeting.

Deliverables:

- Roll plot of the proposed improvements overlaid on an aerial photograph.

- Typical road sections on 34"x24" sheet(s).
- Meeting attendance, participation, and support to City staff.

Task 4: Grant Applications

4.1 The CONSULTANT shall assist the City in developing grant applications by providing support services as requested which may include preparing exhibits, cost estimates are included in separate tasks.

Deliverables:

- Exhibits as requested for applications.

Task 5:

Task not used

Task 6: Preliminary Roadway Design (30% Design Level)

Assumptions:

- Appropriate number of lanes for each turning movement and queue length of all entry lanes and circulating roadway have been determined
- Intersection at Fruitdale Road and Northern States Road will be low-profile, drivable center island roundabout.
- All other intersections in the project area will remain stop controlled.
- Roadway improvements will be designed according to City Public Works Design Standards, Skagit County Road Standards, and as appropriate WSDOT Design Manual standards

6.1 Fruitdale Road Arterial Improvements – City: Fruitdale Road will be reconstructed from Portobello Avenue to the north City Limits. The road improvements consist of upgrading approximately 1,400 linear feet of roadway from Portobello Avenue to Wildflower Way (north intersection) including grading, drainage, curbs, gutters, asphalt pavement, sidewalks, pavement markings, signage, illumination, and a roundabout at the intersection of Fruitdale and Northern States Road. Existing curbs, gutters and storm system are expected to remain in place.

The design includes reconstruction of the roadway within an existing slide zone. Reconstruction here will include replacement of unstable soils with structural fill and either a reconstructed side slope or a structural earth (SE) wall along the west side of Fruitdale Road.

The scope of services also includes addition of approximately 1,000 linear feet of sidewalks along the east side of Fruitdale Road from McGarigle Road to Portobello Avenue. The construction of this sidewalk will require walls to vertically transition to the existing ground line behind the sidewalk; it is assumed that modular block walls, with geotextile tie-backs will be used. The sidewalk may also require extension of an existing culvert crossing Fruitdale, north of McGarigle. The culvert may need to be reconstructed if it is determined that fish passage is required. This scope of services does not include design of a road culvert for fish passage. The opinion of probable construction cost estimates will include a separate schedule for the improvements along Fruitdale Road from McGarigle Road to Portobello Avenue.

Preliminary Design elements will include:

- Horizontal alignments.
- Grading plan with grades at centerline and gutter flow lines.
- Roadway cross-sections incorporating Geotechnical recommendations

- Intersection plans at Portobello Avenue, and both Wild Flower Way intersections.
- Wall profiles.
- Stormwater conveyance, water quality, flow control.
- Erosion and sediment control.
- Illumination.
- Utility relocations.
- Preliminary opinion of construction cost.

Deliverables:

- Preliminary Plans
- Preliminary opinion of probable construction cost estimate

6.2 Fruitdale Road/Northern States Road Intersection Geometric Roundabout:

Once the CITY has approved the conceptual design of the Roundabout, the CONSULTANT will proceed with the Geometric Design phase. Geometric design will include the following:

- Summary of documented design decisions
- Approach design speeds for all approach legs, entries, exits, and circulating roadway.
- A table summarizing the roundabout design details including inscribed diameter, central island diameter, truck aprons, and cross slope of the circulating roadway
- Detailed drawings showing the fasted paths for each movement, with speed and radius for each curve
- Table summarizing stopping sight and intersection sight distance on each leg
- An Intersection Plan
- Auto Turn paths showing the design vehicle
- Detailed drawings of the splitter islands on each leg

Deliverables:

- Geometric Roundabout Design Report with plans.

6.3 Hydraulic Analysis and Report

The CONSULTANT shall build on conceptual drainage analyses by providing flow control and water quality facility sizing, including LID facilities. Hydraulic analysis includes development of a Technical Information Report (Hydraulic Report) to document the stormwater system design including assumptions, regulatory interpretations, calculations, downstream analysis and other design information for flow control and water quality measures, low-impact development alternatives, and system operations and maintenance requirements in compliance with the DOE 2012 *Stormwater Management Manual for Western Washington*. The report also includes Erosion and Sediment Control Plan and stormwater management drawings. Stormwater capacity, conveyance, and discharge analysis will be performed along existing and proposed conveyance routes as part of the downstream analysis.

Deliverables:

- Summary of findings to City documenting changes in impervious surface areas and low-impact methods to mitigate any added surface areas.
- Draft Hydraulic Report with stormwater management plans for City review and comment.
- Final Hydraulic Report with stormwater management plans for City approval

6.4 Fruitdale Road and Kalloch Road Improvements – County

Improvements along Fruitdale Road from the City limits north to Kalloch Road and along Kalloch Road from Fruitdale to SR9 will focus primarily on shoulder widenings and safety upgrades. Improvements span 3,500 linear feet along Fruitdale Road, 900 linear feet along Kalloch Road, and include improvements at the Fruitdale/Kalloch and Kalloch/SR9 intersections. Initial CONSULTANT efforts will include a site reconnaissance to analyze existing conditions, conduct clear zone inventories, hazards assessments, and sight distance analyses, and to accurately predict the extent of shoulder widenings and reconstructions, signage improvements, striping, and corrections to existing culvert capacity and function; each to bring the roadway up to Skagit County roadside safety standards. Preliminary design elements will include:

- Horizontal alignments.
- Shoulder improvement plans.
- Roadway cross-sections incorporating geotechnical recommendations.
- Guardrail design along steep slope sections.
- Channelization plans.
- Drainage improvement plans.
- Intersection sight distance improvement plans at the Kalloch Road/SR 9 and Kalloch Road/Fruitdale Road intersections.
- Utility relocations.
- Preliminary opinion of cost.

Deliverables:

- Clear zone and sight distance assessments summary.
- Preliminary Plans.
- Preliminary opinion of probable construction cost estimate.

6.5 Sanitary Sewer Improvements

Services will include design of approximately 400 lineal feet of 8-in Sanitary Sewer extending from the City's existing manhole G66 located in Fruitdale Road and extend southeast. The sanitary sewer improvements will include a terminal manhole and four (4) six-inch side sewer stubs including cleanouts. The sewer improvements will be bid as a separate schedule.

6.6 Americans with Disabilities Act (ADA) Provisions Analysis

Any project for construction or alteration of a facility that provides access to pedestrians must be made accessible to persons with disabilities. To meet this mandate, the Consultant will perform an assessment of Americans with Disabilities Act (ADA) provisions on the existing corridor and will incorporate as many provisions into proposed improvements to the maximum extent feasible.

Assumptions:

- Guidelines in the WSDOT *Field Guide for Accessible Public Rights of Way (2012)* will be used to conduct this analysis.

Deliverables:

- ADA Accessibility Criteria Checklist
- ADA Compliance Memorandum

6.7 Design Review Meeting

A meeting will be held with the CITY, and other key stakeholders as requested, to review the preliminary design and any ADA deficiencies requiring variance provisions. The CITY will review and provide written approval of all preliminary design elements prior to the CONSULTANT proceeding to the Interim Design phase of the project.

Task 7: Geotechnical Studies

The project will include a new roundabout intersection and approximately 1400 feet of reconstructed roadway. The new roundabout will be located on Fruitdale Road and Northern States Road. The new roadway will extend from the north end of the slide reconstruction zone to Portobello Avenue. A retaining wall may be required along the west side of Fruitdale to retain the reconstructed roadway fill. Stormwater drainage facilities that may include infiltration trenches, vaults, or open ponds will be constructed along the project alignment. Illumination poles will be installed along the roundabout and city road improvements. Guardrails will be installed along portions of the County roads-Fruitdale and Kalloch.

The scope of services includes performing subsurface explorations, laboratory testing, and engineering analyses, and completing a geotechnical report of the findings.

7.1 Review Existing Geotechnical Information:

Prior to beginning subsurface explorations, the CONSULTANT will perform a site reconnaissance and research existing geotechnical information from the CITY, Skagit County, and published information.

7.2 Field Explorations:

The CONSULTANT will perform exploratory borings at 500 to 750-foot intervals along Fruitdale Road from Porto Bello Avenue north toward Kalloch Road. The CONSULTANT anticipates between 7 and 9 borings that will advance within the right-of-way for the Fruitdale Road and approximately 7.5 to 10 feet below the existing site grades to identify soils below infiltration facilities and/or light standards along the alignment. The CONSULTANT plans to perform 2 additional exploration borings in the right-of-way for Kalloch Road between State Route 9 and Fruitdale Road. The purpose of both sets of borings is as follows:

- Identify the existing pavement and road subgrade thicknesses
- Identify subsurface soil conditions with the right-of-way

7.3 Geotechnical Laboratory Testing:

Once the boring and test pits are completed, collected samples will be tested using ASTM International (ASTM) standard test procedures to classify and correlate, and to determine the index and engineering properties of the site soils. Laboratory tests will consist of visual classification, natural moisture content determinations, and grain size analyses.

7.4 Geotechnical Engineering and Report:

Using the results of the field explorations and laboratory testing, the CONSULTANT will perform engineering analyses to develop recommendations for design and construction of the proposed roundabout and roadway. The following list is based on our current

understanding of the existing site conditions, the proposed roundabout and roadway layout. Geotechnical analyses will include:

- A site plan depicting the locations of the borings and the locations of pertinent physical and geological features.
- Boring logs with soil descriptions and the results of the field and laboratory tests.
- Summary descriptions of subsurface conditions, possible re-use of existing on-site material and areas of unsuitable material.
- Recommendations for placement and compaction of roadway fill at optimum moisture content, slope, and utility/storm pipe backfill.
- Recommendations related to earthwork construction procedures and potential constructability constraints.
- Pavement design recommendations.
- Assessment of geologic hazards, impacts and mitigation, as appropriate.
- Seismic criteria consistent with AASHTO guidelines.
- Retaining wall design recommendations.
- Maximum allowable slope for cuts and fills for the roadway construction.
- Recommendations for Illumination Pole Foundation support
- Road Stabilization and Reconstruction of the slide area recommendations.
- Recommendations for Stormwater Trenches, Ponds and Vaults
- Stormwater Infiltration Recommendations (excludes Pilot Infiltration Testing as a method for determining infiltration rates.)

The CONSULTANT will prepare a draft geotechnical report that includes the results of the explorations and laboratory tests, the interpreted subsurface conditions, and conclusions and recommendations resulting from our geotechnical engineering studies. A site plan indicating the locations of the field explorations, as well as logs of the boring and test pits and laboratory test data will be included in the report. After receiving review comments, the CONSULTANT will finalize the report. The CONSULTANT will provide the draft report by email in PDF. Three paper final copies and a PDF copy of the report will be provided.

Deliverables:

- Three hard copies of the Geotechnical Report and an electronic copy in PDF format.

Task 8: Environmental Documentation and Permitting

The scope of this work provides for the completion of the necessary NEPA documentation, wetland delineation and options as well as completing the JARPA application. The work will be performed in accordance with WSDOT LAG manual. The following tasks are anticipated:.

8.1 Design Assistance and Early Agency Coordination

Early input into the formation of project alternatives will be provided to ensure each alternative includes provisions to minimize impacts to the surrounding environment. This coordination within the various design elements of the project will identify and incorporate minimization measures early in the alternative development phase of the project and will ensure that an appropriate range of alternatives are developed prior to the agency coordination.

Deliverables:

- The Consultant's permitting specialist will prepare meeting minutes and memoranda documenting the coordination activities with state and federal agencies, as required.

8.2 Section 106 Report (Cultural and Historic Resources) Coordination Area of Potential Effect (APE)

Determine the project limits including any staging areas or detour routes to prepare the APE and coordinate with WSDOT to determine if the project is exempt from preparation of a formal Section 106 Report. This work would include the preparation of the Section 106 report in accordance with the State Historic Preservation Office standards and guidelines. The work will include the following subtasks.

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

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

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

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

Deliverables:

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

- Three copies of a final Section 106 report incorporating WSDOT comments will be delivered to WSDOT.

8.3 Hazardous Materials Memo

A Hazardous Materials Memo will be prepared to evaluate the presence, or likely presence, of potential hazardous substances within the physical limits of the project that would have an effect on this project. Sites with potential for environmental issues/impacts include those that indicate current or past uses as service stations, battery shops, dry cleaners, chemical storage, or manufacturing facilities; sites with fuel or chemical storage tanks or drums present; or those with strong pungent or noxious odors. The scope of services for this study will include:

A review of the results of a federal, state, and local environmental database search provided by an outside environmental data service for listings of known or suspected environmental problems at the sites or nearby properties within the search distances specified by the City.

A review of historical aerial photographs, fire insurance maps, City directories, chain-of-title reports, and tax assessor records, as available and appropriate, to identify past development history on the parcels relative to the possible use, generation, storage, release, or disposal of hazardous substances. An attempt to identify uses of the sites from the present to the time that records show no apparent development of the site, or to 1940, whichever is earlier.

Conduct a visual reconnaissance of the parcels and adjacent properties to identify visible evidence of potential sources of contamination.

A letter report that will summarize the results of this study. The letter report will briefly discuss the project activities and include a table ranking the parcels (low, moderate, high) by their potential for contamination from either on-site or off-site sources. A draft letter report will be provided for review and comment. Upon receiving comments, the letter will be modified as appropriate and made final.

Deliverables:

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

8.4 Environmental Justice Survey

Services required to complete an environmental justice (EJ) analysis includes the following main components:

Collecting demographic data for the project area using local data sources and the US Census Data.

Identifying any environmental justice populations in the area (minority or low-income populations).

Review public outreach activities to ensure potential EJ populations are offered an opportunity to participate in project planning and decision-making.

Identifying any potential disproportionate effects to EJ populations from project activities and identifying how impacts could not be avoided or minimized and what mitigation measures could be implemented.

Deliverables:

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

8.5 Biological Assessment (BA)

A BA will be prepared for the preferred alternative in accordance with WSDOT guidelines. The following subtasks will be undertaken in preparation of the project BA.

Collect available documentation concerning the project activities and pertinent biological information. Biological information will include priority habitat and species data from the Washington State Department of Fish and Wildlife along with rare plant and high-quality ecosystem data from WDNR. This information will be reviewed and a consultation strategy will be developed.

Initiate informal consultation with United States Fish and Wildlife Service (USFWS) and National Oceanographic and Atmospheric Administration (NOAA) Fisheries by preparing written requests for lists of endangered, threatened, proposed, and candidate species.

Conduct a field reconnaissance to investigate on-site habitat conditions.

Make telephone contact with the appropriate resource agency staff for input on species occurrence, habitat use, and potential project impacts.

Prepare a draft BA addressing listed species, proposed species, candidate species, species of concern, and critical habitat. The BA will include a project description, a list of species, a description of the species and their habitat, an analysis of project effects, and mitigation recommendations.

Provide the draft BA to the City for review and approval.

Revise the BA, as appropriate, and submit the final BA to USFWS and NOAA Fisheries for their review, possible negotiation of mitigation measures, and concurrence.

Concurrent with Endangered Species Act (ESA) consultation, the Consultant will coordinate with NOAA Fisheries to meet essential fish habitat (EFH) requirements under the Magnuson-Stevens Fishery Conservation and Management Act (MSA), as amended 1996. In doing so, the Consultant will provide NOAA Fisheries with the BA and a cover

letter requesting the initiation of consultation, stating the effect determination(s), reasoning behind them, and proposed mitigation measures if any.

If NOAA Fisheries responds with advisory EFH conservation recommendations, the Consultant will coordinate with the City and FHWA to jointly discuss the recommendations.

Formally address and respond to NOAA Fisheries' recommendations within the regulated time frame.

Deliverables:

- An electronic draft BA for review by City with accompanying draft special provisions if required.
- An electronic draft BA, incorporating the City's comments, for submittal to FHWA/WSDOT.
- An electronic revised draft BA, incorporating comments by FHWA/WSDOT, for submittal to NOAA Fisheries and USFWS.
- An electronic final BA that incorporates NOAA Fisheries and USFWS comments.

8.6 NEPA Categorical Exclusion

Services will be provided to prepare the NEPA Categorical Exclusion (NEPA CE) form by reviewing technical reports related to the project, applying project-specific data to the form and coordinating approval for the project by both WSDOT and FHWA.

Deliverables:

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

8.7 Wetland and Critical Areas Study Wetland Delineation

The purpose of the wetland report is to identify jurisdictional wetland within the project corridors of Shaw Creek and the proposed alignment. The Consultant shall develop, implement, and complete field surveys to identify and delineate wetlands in the project area using the appropriate methods described in the Corps of Engineers Wetlands Delineation Manual (Environmental Laboratory 1987), Wetlands Research, Technical Report Y-87-1, January 1987. The Consultant shall delineate wetlands within project area.

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

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

Deliverables:

- Electronic copy of a draft Wetland Delineation Report for review by City with accompanying draft special provisions if required.
- Electronic copy of a draft Wetland Delineation Report, incorporating the City's comments, for submittal to USACE.
- Electronic copy of a revised draft Wetland Delineation Report, incorporating comments by USACE, for submittal for approval.

8.8 Wetland Options

8.8.1 Wetland Mitigation and Monitoring Plan

A wetland mitigation plan will be prepared for the development of the City owned properties. The plan will be completed to meet the requirements of the USCE and DOE. The following subtask will be undertaken in preparation for the project mitigation plan.

1. Utilize site data and boundaries of the existing wetlands and streams collected from the wetland delineation task.
2. Analysis ground water data to identify the hydro period and determine the final grading elevation of the wetland.
3. Develop the planting plan for the mitigation area.
4. Complete a draft of the wetland mitigation and monitoring plan which will include a narrative describing the proposed mitigation and monitoring, a vicinity map, a plan view and/or detail maps of the proposed mitigation and other informational maps as required by the permitting agencies.
5. Revise the plan based on agency comments

Deliverables:

- Three copies of a draft mitigation plan for review by the City with accompanying draft special provisions if required.
- Three copies of a draft mitigation plan, incorporating the City's comments, for submittal to the Corp and DOE.
- Three copies of a revised draft mitigation plan, incorporating comments by the Corp and DOE.

8.8.2 Wetland Mitigation Bank Use Plan

A wetland mitigation bank use plan will be prepared for the use of bank credit from a local bank. The plan will be completed to meet the requirements of the USCE and DOE. The following subtask will be undertaken in preparation for the project mitigation use plan.

1. Condition assessment of the proposed wetland bank.
2. Analysis of the proposed impacts and the proposed bank to show how the mitigation bank comply with the Corp and DOE regulations.
3. Complete a draft of the wetland mitigation use plan which will include a narrative describing the proposed mitigation bank, a vicinity map, a plan view and/or detail

maps of the possible onsite mitigation and a rationale for why the bank is the best ecological value as required by the permitting agencies.

4. Revise the plan based on agency comments

Deliverables

- Three copies of a draft mitigation bank use plan for review by the City with accompanying draft special provisions if required.
- Three copies of a draft mitigation bank use plan, incorporating the City's comments, for submittal to the Corp and DOE.
- Three copies of a revised draft mitigation bank plan, incorporating comments by the Corp and DOE.

8.9 SEPA

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

Deliverables

- SEPA Checklist

8.10 Permit Coordination

The CONSULTANT will assemble and organize all necessary environmental permit applications to a standard acceptable by the permitting agencies. Anticipated permits include the following.

1. JARPA
2. USACE Section 404 Permit
3. Ecology Section 401 Water Quality Certification
4. WDFW Hydraulic Project Approval

Permit applications shall include all requested information, such as application forms, all necessary permit drawings, an attachment describing project location, project purpose and need, alternatives considered, and a summary of project impacts. The CONSULTANT shall also provide a draft transmittal letter for submittal of the application by the City. Draft applications, including supporting information, shall be submitted to the City for review and comment. Revised permit applications shall be provided to the City for signature and submittal to permitting agencies. The CONSULTANT shall perform the necessary coordination to obtain the permits.

Deliverables:

- Draft JARPA for review by the City
- Revised draft JARPA incorporating City comments
- Permit approvals

Task 9: Base Mapping and Right-of-Way Plan

The CONSULTANT will provide land surveying services to prepare a topographic base map and a Right-of-Way (ROW) plan for the design and construction of the Fruitdale Road Improvements for the CITY and County. This ROW plan will include the field and office survey work needed to prepare the boundary base maps that will be used to identify potential property acquisitions resulting from the roundabout construction. The CONSULTANT will use this data to prepare a preliminary ROW plan for submittal to the CITY. After acceptance of the ROW plan by the CITY, the CONSULTANT will provide legal descriptions and individual parcel exhibits and a Record of Survey to finalize the new property layout.

The following description provides the scope of services to prepare the aforementioned ROW Plan:

Assumptions:

- The City shall be responsible for obtaining right-of-entry permits to enter properties adjacent to the project. The Consultant will identify those properties for which they will need right-of-entry permission
- Title Reports and Title Company research fees will be paid by the CITY.
- Right-of-Way work will only be necessary for the Northern States Property.
- The CONSULTANT will not be responsible for any permit or filing fees.
- The Right-of-Way Plan will be reviewed and approved by the CITY.
- The CITY will provide Rights-of-Entry for all affected properties.
- All recording fees for the record of survey will be paid by the CITY.

9.1 Base Map Preparation:

The CONSULTANT will prepare a base map from horizontal control surveys. Right-of-way information will be obtained and used to locate lot lines, parcel lines and subdivisions along the corridor. The adjoining properties will be identified by the Skagit County Tax ID number and owners name from the title reports and the owner/taxpayer as available from the County's data base. Previous surveys within the project area will be incorporated and the CONSULTANT will create a single Digital Terrain Model (DTM). Symbols and layers shall be consistent with APWA drafting standards. Geotechnical features and test sites/boreholes will be located on the base maps as appropriate. Wetlands to the extent they are impinging on the 20-feet beyond the right of way will be surveyed, as identified by the environmental sub-consultant and shown on the base map.

The mapping area limits are the full right-of-way widths and extend 10 feet east of the right-of-way line into private property along the east side of Fruitdale Road south of the City/County line and extend to the right-of-way lines along Fruitdale Road and Kalloch Road north of the City/County line within the County. In addition, the mapping area limits will include the Northern States Road from Fruitdale Road, 300-feet north-east along Northern State Road and the triangular area (future roundabout location) in-between this section of Northern States Road and Fruitdale Road.

The CONSULTANT will have a private utility locating company mark the utility locations in the field. The CONSULTANT shall survey existing surface features including but not limited to: curbs, sidewalks, ramps, face of buildings, fences, utilities, valve boxes,

manholes, ditches, driveways, structures, culverts, geotechnical boring holes, test pits, trees (8-inch diameter and larger as well as all trees in planter strips and on private property), signs, grade breaks, pavement limits and elevations, pavement striping, toe and top of walls and overhead utilities. The CONSULTANT shall locate the paint marks indicating the location of all underground utilities, and the surface features indicating the presence of underground utilities including invert and rim elevations on sanitary and storm sewers. The above topography will be supplemented by information provided by the utility owners as requested by the CONSULTANT, which cannot be picked up with the topographic survey.

In the northerly segment of the project that is outside the city limits, the CONSULTANT shall locate the edge of pavements, stripping, utility covers, significant trees, and a complete topography within the County right-of-way.

The Digital Terrain Model (DTM) created from survey data shall depict the actual surface shape in each section. Topographic data for this project must be gathered by techniques consistent with preparing a DTM with two-foot contours. CONSULTANT through its subconsultant shall use a combination of survey data at break lines, features, and spot locations to develop the DTM model. The Consultant shall conduct the topographic survey to establish the configuration of the ground and the location of natural and man-made objects.

The CONSULTANT will provide traffic control for a "Mobile-Work" configuration and may include a flagger, traffic control signage and cones during the duration of the of the field operations along the project limits. The CONSULTANT will conduct a field walk through to verify the base mapping.

Deliverables:

- Application for Permit to Remove or Destroy a Survey Monument and associated map if necessary.
- AutoCAD Base Map drawing files suitable for the preparation of roadway plans.
- Survey Notes.
- DTM with two-foot contours.

9.2 Right-of-Way (ROW) Plans:

The CONSULTANT will prepare the following items:

- Coordinate with Preliminary Base Map and proposed ROW alignment and existing Right-of-Way boundary to identify potential property acquisitions.
- Set temporary stakes to show potential property acquisitions.
- Prepare Preliminary Right-of-Way Plan.
- Coordinate with the CITY regarding property and ROW acquisition.
- Prepare Legal Descriptions for all revised properties and new Right-of-Way.

Deliverables:

- Legal descriptions for revised properties, exhibits depicting existing and new ROW limits, and easements.
- Preliminary Right-of-Way Plan and related digital files in AutoCAD format.

9.3 Right-of-Way Appraisals and Property Acquisition (Optional Service):

Right of Way Acquisition may be performed by the CONSULTANT at the request of the City, but only after written authorization has been given by the City. The appraisal and

acquisition scope will be better understood upon completion of the 30% design drawings at which time the City and Consultant may redefine the Scope of Services and fee compensation.

Right of Way Acquisition and Relocation Services shall be provided using procedures specified by the City's WSDOT approved Right of Way Acquisition procedures, the Federal Uniform Relocation Assistance and Real Property Acquisitions Policy Act (URA), and the Washington State Department of Transportation (WSDOT) Local Agency Guideline Manual, Section 25 – Right of Way Procedures.

The scope of services may include but not limited to:

- Feasibility support for ROW cost estimating and schedule.
- Completion of a Project Funding Estimate or a True Cost Estimate as may be appropriate subject to parcel impacts and property rights to be acquired from each. Provide Appraisal reports, Appraisal Review reports, and Administrative Offer Summary worksheets.
- Acquire various real property rights through negotiations including fee simple, permanent easement, and temporary easement real property rights.
- Parcel Closeout – Escrow Closing.
- Right-of-Way Certification through WSDOT Real Estate Services.

Task 10: Roadway PS&E Design - City

This task will expand on conceptual (30%) design efforts and will include development of interim 60% and 90% Plans, Specifications and Construction Estimate (PS&E), 100% PS&E, and final, bid-ready PS&E packages.

10.1 Interim 60% and 90% Project Design

The CONSULTANT will prepare the interim project plans including grading, roadway, channelization, intersection, illumination, signing, driveways, construction staging, traffic control, drainage and erosion control plans. The CONSULTANT will also develop special provisions and a cost estimate at this design level.

10.1.1 Roadway Plans, Profiles and Typical Sections: The CONSULTANT will develop the project alignment and profile plans, finalize the typical sections, develop cross sections every 25 feet, and develop intersection layouts based on preliminary comments received from the City and the key project stakeholders, and in accordance with the approved Design Report.

10.1.2 Drainage Plans, Profiles and Details: The CONSULTANT shall prepare a set of drainage plans, profiles, details and structure notes in accordance with the approved Hydraulics Report. The preliminary drainage design features shall be incorporated into the final PS&E unless deemed inapplicable. Appropriate temporary erosion and sediment control devices shall be designed and incorporated to effectively control project area runoff. It is assumed that the fish passage culvert or existing 18-inch culverts north of McGarigle Road will not need to be extended.

Stormwater facility design will be based on the design alignment and grade of the proposed roadway improvements. Design sheets will be of the same scale and limits of the roadway design plan sheets unless work is needed outside of the roadway areas. Stormwater design will include:

- Alignment, grades and slopes of pipes, catch basins, inlets and other collection and conveyance facilities.
- Location, grade and construction notes, cross sections, and details of stormwater flow-control and treatment structures.

10.1.3 Channelization and Signage Plans: The CONSULTANT will prepare channelization and signage plans which include the proposed pavement markings, permanent signing and miscellaneous details.

10.1.4 Structural Plans (Retaining Wall): The CONSULTANT will prepare preliminary structural plans for the retaining wall showing location, size, profiles, and details.

10.1.5 Illumination Plans: Illumination design and luminary and conductor installation will be by PSE Intolight. CONSULTANT to coordinate design and include design elements in the plan as needed, i.e. underground conduit and pull boxes, luminary foundations, etc.

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

10.1.7 Utility Relocation: The Consultant will first perform utility conflict assessments of existing overhead and underground utilities against proposed improvements. The Consultant will then coordinate the relocation of existing underground and overhead utilities associated with roadway reconstruction. The Consultant will correspond with representatives of the water, sewer, natural gas, telephone, cable, and power to coordinate the planning and design of necessary utility relocation efforts. The Consultant will arrange and facilitate one (1) joint meeting for the affected utilities companies to coordinate their activities.

10.1.8 Construction Staging and Traffic Control: The CONSULTANT will prepare construction staging and traffic control plans in accordance with City requirements.

10.1.9 Landscaping: The CONSULTANT will prepare preliminary landscaping plans. Landscaping will consist of minimal tree plantings. The City will select the tree species and specify the tree locations. The CONSULTANT will include a tree planting detail, a tree schedule, specifications, and cost estimate. Landscaping will also include seeding or sod behind the sidewalks matching existing improvements which may be combined with the Roadway design drawings.

10.1.10 Sanitary Sewer: The CONSULTANT will update the preliminary sanitary sewer design to include profiles of the main line and sewer details.

10.1.11 Cost Estimate: The CONSULTANT will update preliminary cost opinions and consistently update quantities and estimates of construction costs using bid items. The opinion of probable construction cost estimates will include a separate schedules for the improvements along Fruitdale Road from McGarigle Road to Portobello Avenue, for the sanitary sewer improvements.

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

10.1.13 Quality Control: The CONSULTANT will conduct an in-house quality review of the plans and specifications before they are submitted to the City for its 60% and 90% design reviews.

10.1.14 Review Meetings: The CONSULTANT will conference call with the City to review comments from its 60% and 90% design reviews.

Deliverables:

- Written responses to City review comments.
- Meeting attendance and participation.
- Exhibits for the Utility Coordination Meeting
- PDF files of the Interim 60% and 90% Project Plans (11"x17").
- Quantities will be listed as a total unit bid item and will not include per-sheet quantities.
- PDF copy of the Special Provisions.
- Estimate of Probable Construction Cost in Microsoft excel format.

10.2 100% Design

Based on City's comments from their review of the interim plans and specifications, comments received and other improvements included in the property negotiations, the CONSULTANT will prepare the 100% project design plans including roadway, structural (retaining wall), channelization, intersection, signing, driveways, utility relocation, construction staging, traffic control, drainage and erosion control, and landscaping. The CONSULTANT will also develop special provisions and a cost estimate. It is assumed that there are no major design changes from the interim design submittal. The 100% submittal will be completed prior to the 2016 TIB application due date. A Final, bid ready submittal will be completed to meet the city's bid schedule late 2106 or early 2017. The Final submittal will update prevailing wages and WSDOT amendments.

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

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

10.2.3 Channelization and Signage Plans: The CONSULTANT will finalize the channelization and signage plans, which will include the proposed pavement markings, permanent signing and miscellaneous details.

10.2.4 Structural Plans (Retaining Wall): The CONSULTANT will finalize the structural plans for the retaining wall.

10.2.5 Illumination Plans: The CONSULTANT will coordinate with PSE to finalize the illumination plans. Conduits and foundation details may be combined with the signage plans.

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

10.2.7 Utility Relocations: The CONSULTANT will incorporate any public utility or private relocation plans as necessary to implement construction of proposed improvements. The CONSULTANT will coordinate with Williams Northwest regarding the crossing of the gas transmission pipelines.

10.2.8 Construction Staging and Traffic Control: The CONSULTANT will finalize construction staging and traffic control plans.

10.2.9 Landscaping: The CONSULTANT will finalize the tree planting details, and schedule.

10.2.10 Sanitary Sewer: The CONSULTANT will finalize the sanitary sewer main line and side sewer design.

10.2.11 Cost Estimate: The CONSULTANT will update quantity take-offs and estimates of probable construction costs.

10.2.12 Special Provisions: The CONSULTANT will finalize the special provisions for those items not included or that require modification from standard specifications.

10.2.13 Quality Control: The CONSULTANT will conduct an in-house quality review of the final plans and specifications before they are submitted to the City for final review.

10.2.14 Review Meeting: The Consultant will meet with the City to review its comments of the final PS&E plans.

Deliverables:

- Written responses to City review comments.
- Meeting attendance and participation.
- Set of 100% PS&E (11"x17" sheet and 8.5"x11" page format).

10.3 PS&E and Contract Documentation

It is anticipated that the CONSULTANT will update standard specifications from the 100% documents to develop the final PS&E set. This set will be camera-ready with the Engineer of Record's stamp affixed for the City to print and distribute to Plan Centers and Contractors. The Construction documents will be provided in electronic format for on-line bidding.

Deliverables:

- Final PS&E with Engineer's stamp (11"x17" sheet and 8.5"x11" page format).
- Electronic (PDF) copy of all drawings, specifications and cost estimate.

Task 11: Roadway PS&E Design - County

This task will expand on conceptual (30%) design efforts and will include development of interim 60%, 90%, 100% PS&E and final, bid-ready PS&E packages for Fruitdale Road, north of the city limits to Kalloch and along Kalloch from Fruitdale to SR9.

11.1 Interim 60% and 90% Project Design

The CONSULTANT will prepare the interim project plans including roadway, channelization, signing, driveways, drainage improvement, construction staging, traffic control, and erosion control plans. The CONSULTANT will also develop special provisions and a cost estimate.

11.1.1 Roadway Plans, Profiles and Typical Sections: The CONSULTANT will design shoulder widenings, develop guardrail alignment and profile plans, finalize the typical sections, and develop cross sections every 25 feet or in areas where shoulders are to be widened or guardrail is to be installed.

11.1.2 Channelization and Signage Plans: The CONSULTANT will prepare the channelization and signage plans which will update the existing signage and pavement markings.

11.1.3 Utility Relocation: The CONSULTANT will first perform utility conflict assessments of existing overhead and underground utilities against proposed improvements. The Consultant will then coordinate the relocation of existing underground and overhead utilities associated with roadway reconstruction. The Consultant will correspond with representatives of the water, sewer, natural gas, telephone, cable, and power to coordinate the planning and design of necessary utility relocation efforts. The Consultant will arrange and facilitate one (1) joint meeting for the affected utilities companies to coordinate their activities.

Deliverables:

- Preliminary utility exhibits for coordination meeting.
- Attend utility coordination meeting.
- Draft utility plans for City and utility company review and comment.
- Final utility plans for City and utility company approval and inclusion in construction documentation.

11.1.4 Construction Staging and Traffic Control: The CONSULTANT will prepare construction staging and traffic control plans in accordance with City requirements.

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

11.1.6 Special Provisions: The CONSULTANT will review the WSDOT/APWA/County's Standard Construction Specifications and prepare special provisions for those items not included or that require modification to standard specifications. The CONSULTANT will prepare the specification package for the project. Project elements within the County will be included in a separate bid schedule.

11.1.7 Quality Control: The CONSULTANT will conduct an in-house quality review of the plans and specifications before they are submitted to the County for its 60% and 90% design reviews.

11.1.8 Review Meetings: The CONSULTANT will meet with the County to review their comments from its 60% and 90% design reviews.

Assumptions:

- It is assumed that the shoulder widening, guardrail installation, or other improvements within the County will not require drainage revisions, retaining walls, illumination, driveway revisions, utility relocations, or landscaping (other than hydroseeding).

Deliverables:

- Written responses to City review comments.
- Meeting attendance and participation.
- PDF files of the Interim 60% and 90% Project Plans (11"x17").
- Quantities will be listed as a total unit bid item and will not include per-sheet quantities.
- PDF copy of the Special Provisions.
- Estimate of Probable Construction Costs.

11.2 100% Design

Based on the County's comments from their review of the interim plans and specifications and any comments received, the CONSULTANT will prepare 100% project design plans including roadway shoulder widening, channelization, intersection sight-distance improvements, and signing. The CONSULTANT will also develop special provisions and a cost estimate. It is assumed that there are no major design changes from the interim design submittal.

Deliverables:

- Written responses to City review comments.
- Meeting attendance and participation.
- Final PS&E with Engineer's stamp (11"x17" sheet and 8.5"x11" page format).
- Electronic (PDF) copy of all drawings, specifications, and cost estimate.

Task 12: Bid Assistance

The CONSULTANT will provide assistance during the bidding process for this project.

12.1 Response to Bidders Questions and Summary of Questions: The CONSULTANT will make its time available during the bidding process to answer questions regarding the PS&E and contract documents. Efforts will include preparation of responses to bidder's questions, the CONSULTANT will provide a summary of the questions and how they were answered and made available to all contract bidders.

12.2 Addenda: The CONSULTANT will preparing addenda as required. For budgeting purposes, up to 2 addenda are assumed required.

Assumptions:

- It is assumed that City will draft and publish the bid advertisement, facilitate the opening of bids to identify the apparent low bidder, create a bid tab summary from the lowest three bidders, confirm the lowest bid, qualify the apparent low bidder, award the contract, as well as process the necessary contract submittals to execute a construction contract with the successful bidder.

Deliverables:

- Written responses to bidder's questions.
- Addendum as necessary for bidding.

Task 13: Construction Phase Services

If requested, Construction Phase Services will be extra work for future Project related activities, including construction engineering support services and/or construction management, will be covered by an amended agreement.

City of Sedro-Woolley
 Fruitdale Road Arterial Improvements Project
 SUMMARY OF TEAM HOURS

Exhibit D-1

SUMMARY OF TEAM COSTS

Task Number	Work Element	Lochner		Tuttle		Widener		Skagit Survey		Geolest	
		City	County	City	County	City	County	City	County	City	County
1.1	Team Management	32			9						
1.2	Project Schedule	12									
1.3	Monthly Status/Progress Reports/Invoices	36			25						
1.4	Project Coordination/Progress Meetings	42			33						
1.5	Regular Coordination with the City	12			6						
1.6	Project Close Out	4			6						
2.0	Data Gathering	4			35						
3.0	Public Outreach	18			4						
4.0	Grant Applications	8			3						
	Task 1-4 Total	168	-	-	121	-	-	-	-	-	-
5.0	Not Used	-									
	Task 5 Total	-	-	-	-	-	-	-	-	-	-
6.0	Preliminary Design (30%)	-									
6.1	Preliminary Roadway Plans	120									
6.2	Geometric Roundabout Design	81									
6.3	Hydraulic Analysis and Report	68									
6.4	Fruitdale Road and Kalloch Road - County	-			330						
6.5	Sanitary Sewer Improvements	27									
6.6	ADA Provisions Analysis	20									
6.7	Design Review Meeting	24									
	Task 6 Total	340	-	-	330	-	-	-	-	-	-
7.0	Geotechnical Investigations	-									
7.1	Review Existing Geotechnical Information	-								23	24
7.2	Field Explorations	-								31	47
7.3	Geotechnical Laboratory Testing	-								11	31
7.4	Geotechnical Engineering and Report	-								61	59
	Task 7 Total	-	-	-	-	-	-	-	-	126	161
8.0	Environmental Documentation & Permitting	-									
8.1	Early Agency Coordination	2			42	14					
8.2	Section 106 Report Coordination, APE	4			24	8					
8.3	Hazardous Materials Memo	1			22	8					
8.4	Environmental Justice Survey	1			52	18					
8.5	Biological Assessment	1			54	18					
8.6	NEPA Categorical Exclusion	2			40	14					
8.7	Wetland and Critical Areas Study Wetland Delineation	-			140						
8.8	Wetland Options	-									
8.8.1	Wetland Mitigation and Monitoring Plan	-			180						
8.8.2	Wetland Mitigation Bank Use Plan	-									
8.9	SEPA	1			4	45	15				
8.10	Permit Coordination	4			102	34					
	Task 8 Total	16	-	-	4	701	129	-	-	-	-
9.0	Base Mapping and Right-of-Way Plan	-									
9.1	Base Map Preparation	8					216	242			
9.2	Right-of-Way Plans	4					116	62			
9.3	Right-of-Way Appraisals and Property Acquisition	Optional Service, Fee not provided at this time.									
	Task 9 Total	12	-	-	-	-	332	304	-	-	-
10.0	Roadway PS&E Design	-									
10.1	Interim 60% and 90% Project Design	534			60						
10.1.1	Roadway Plans/Profiles and Sections	184									
10.1.2	Drainage Plans, Profiles & Details	20									
10.1.3	Channelization and Signage Plans	44									
10.1.4	Structure Plans	28									
10.1.5	Illumination Plans	16									
10.1.6	Driveways	28									

Lochner	County	Tuttle		Widener Environmental		Skagit Survey Topographic Survey		Geolest Geotechnical		Total Costs
		City	County	City	County	City	County	City	County	
\$ 6,693	\$ -		\$ 792							\$ 7,485
\$ 2,526	\$ -									\$ 2,526
\$ 4,859	\$ -		\$ 1,906							\$ 6,765
\$ 7,782	\$ -		\$ 3,751							\$ 11,533
\$ 2,526	\$ -		\$ 650							\$ 3,176
\$ 647	\$ -		\$ 645							\$ 1,292
\$ 647	\$ -		\$ 2,962							\$ 3,609
\$ 2,943	\$ -		\$ 461							\$ 3,404
\$ 1,489	\$ -		\$ 276							\$ 1,765
\$ 30,112	\$ -		\$ 11,443							\$ 41,555
\$ -	\$ -									\$ -
\$ -	\$ -									\$ -
\$ -	\$ -									\$ -
\$ 17,729	\$ -									\$ 17,729
\$ 12,244	\$ -									\$ 12,244
\$ 12,872	\$ -									\$ 12,872
\$ -	\$ -		\$ 27,336							\$ 27,336
\$ 3,745	\$ -									\$ 3,745
\$ 3,048	\$ -									\$ 3,048
\$ 4,346	\$ -									\$ 4,346
\$ 53,984	\$ -		\$ 27,336							\$ 81,320
\$ -	\$ -									\$ -
\$ -	\$ -							\$ 1,255	\$ 1,255	\$ 2,510
\$ -	\$ -							\$ 1,394	\$ 2,008	\$ 3,402
\$ -	\$ -							\$ 276	\$ 778	\$ 1,054
\$ -	\$ -							\$ 3,399	\$ 3,107	\$ 6,506
\$ -	\$ -							\$ 6,324	\$ 7,148	\$ 13,472
\$ -	\$ -									\$ -
\$ 421	\$ -									\$ 421
\$ 745	\$ -									\$ 745
\$ 210	\$ -									\$ 210
\$ 210	\$ -									\$ 210
\$ 210	\$ -									\$ 210
\$ 421	\$ -									\$ 421
\$ -	\$ -									\$ -
\$ -	\$ -									\$ -
\$ 210	\$ -		\$ 298							\$ 508
\$ 842	\$ -									\$ 842
\$ 3,270	\$ -		\$ 298							\$ 3,568
\$ -	\$ -									\$ -
\$ 1,367	\$ -							\$ 21,545	\$ 24,140	\$ 47,052
\$ 763	\$ -							\$ 11,280	\$ 5,880	\$ 17,923
\$ -	\$ -									\$ -
\$ -	\$ -									\$ -
\$ 2,130	\$ -							\$ 32,825	\$ 30,020	\$ 64,975
\$ -	\$ -									\$ -
\$ 77,066	\$ -		\$ 6,821	\$ -						\$ 83,887
\$ 27,132	\$ -									\$ 27,132
\$ 2,842	\$ -									\$ 2,842
\$ 6,242	\$ -									\$ 6,242
\$ 3,559	\$ -									\$ 3,559
\$ 2,139	\$ -									\$ 2,139
\$ 3,559	\$ -									\$ 3,559

City of Sedro-Woolley
 Fruitdale Road Arterial Improvements Project
 SUMMARY OF TEAM HOURS

Exhibit D-1

SUMMARY OF TEAM COSTS

Task Number	Work Element	Lochner		Tuttle		Widener		Skagit Survey		Geotest		Total Costs
		City	County	City	County	City	County	City	County	City	County	
1.1	Team Management	32			9							\$ 7,485
10.1.7	Utility Relocation	30										\$ 4,101
10.1.8	Construction Staging & Traffic Control	32										\$ 4,376
10.1.9	Landscaping	28										\$ 3,540
10.1.10	Sanitary Sewer	24										\$ 3,228
10.1.11	Cost Estimate	32										\$ 4,301
10.1.12	Special Provisions	24										\$ 3,987
10.1.13	Quality Control	20		60								\$ 10,535
10.1.14	Review Meetings	24										\$ 4,346
10.2	100% Design	305		22								\$ 47,083
10.2.1	Roadway Plans/Profiles and Sections	124										\$ 18,182
10.2.2	Drainage Plans, Profiles & Details	14										\$ 2,035
10.2.3	Channelization and Signage Plans	20										\$ 2,942
10.2.4	Structure Plans	14										\$ 1,798
10.2.5	Illumination Plans	8										\$ 1,070
10.2.6	Driveways	10										\$ 1,393
10.2.7	Utility Relocations	10										\$ 1,682
10.2.8	Construction Staging & Traffic Control	20										\$ 2,872
10.2.9	Landscaping	13										\$ 1,678
10.2.10	Sanitary Sewer	8										\$ 1,000
10.2.11	Cost Estimate	20										\$ 2,452
10.2.12	Special Provisions	18										\$ 2,803
10.2.13	Quality Control	14		22								\$ 5,004
10.2.14	Review Meetings	12										\$ 2,173
Task 10 Total		839		82								\$ 130,970
11.0	Roadway PS&E Design - County											\$ -
11.1	Interim 60% and 90% Project Design											\$ 3,844
11.1.1	Roadway Plans, Profiles and Sections			89								\$ 7,322
11.1.2	Channelization and Signage			21								\$ 1,673
11.1.3	Utility Relocations			12								\$ 924
11.1.4	Construction Staging and Traffic Control			18								\$ 1,469
11.1.5	Quantities and Cost Estimate			81								\$ 6,950
11.1.6	Special Provisions			7								\$ 5,678
11.1.7	Quality Control			14								\$ 2,524
11.1.8	Review Meeting			-								\$ 5,911
11.2	100% Design											\$ 1,291
Task 11 Total		21		406								\$ 49,544
12.0	Bid Assistance											\$ -
12.1	Response to Bidders' Questions			4								\$ 624
12.2	Prepare Addenda			18								\$ 1,248
Task 12 Total		22		22								\$ 1,872
TOTAL HOURS		1,418	21	82	883	701	129	332	304	126	161	\$ 441,949

Task Number	Work Element	Lochner		Tuttle		Widener Environmental		Skagit Survey Topographic Survey		Geotest Geotechnical		Total Costs
		City	County	City	County	City	County	City	County	City	County	
1.1	Team Management	\$ 6,683	\$ -		\$ 792							\$ 7,485
10.1.7	Utility Relocation	\$ 4,101	\$ -									\$ 4,101
10.1.8	Construction Staging & Traffic Control	\$ 4,376	\$ -									\$ 4,376
10.1.9	Landscaping	\$ 3,540	\$ -									\$ 3,540
10.1.10	Sanitary Sewer	\$ 3,228	\$ -									\$ 3,228
10.1.11	Cost Estimate	\$ 4,301	\$ -									\$ 4,301
10.1.12	Special Provisions	\$ 3,987	\$ -									\$ 3,987
10.1.13	Quality Control	\$ 3,714	\$ -	\$ 6,821								\$ 10,535
10.1.14	Review Meetings	\$ 4,346	\$ -									\$ 4,346
10.2	100% Design	\$ 44,594	\$ -	\$ 2,469	\$ -							\$ 47,083
10.2.1	Roadway Plans/Profiles and Sections	\$ 18,182	\$ -									\$ 18,182
10.2.2	Drainage Plans, Profiles & Details	\$ 2,035	\$ -									\$ 2,035
10.2.3	Channelization and Signage Plans	\$ 2,942	\$ -									\$ 2,942
10.2.4	Structure Plans	\$ 1,798	\$ -									\$ 1,798
10.2.5	Illumination Plans	\$ 1,070	\$ -									\$ 1,070
10.2.6	Driveways	\$ 1,393	\$ -									\$ 1,393
10.2.7	Utility Relocations	\$ 1,682	\$ -									\$ 1,682
10.2.8	Construction Staging & Traffic Control	\$ 2,872	\$ -									\$ 2,872
10.2.9	Landscaping	\$ 1,678	\$ -									\$ 1,678
10.2.10	Sanitary Sewer	\$ 1,000	\$ -									\$ 1,000
10.2.11	Cost Estimate	\$ 2,452	\$ -									\$ 2,452
10.2.12	Special Provisions	\$ 2,803	\$ -									\$ 2,803
10.2.13	Quality Control	\$ 2,515	\$ -	\$ 2,489								\$ 5,004
10.2.14	Review Meetings	\$ 2,173	\$ -									\$ 2,173
Task 10 Total		\$ 121,660	\$ -	\$ 9,310	\$ -							\$ 130,970
11.0	Roadway PS&E Design - County	\$ -	\$ -									\$ -
11.1	Interim 60% and 90% Project Design	\$ -	\$ 3,844									\$ 3,844
11.1.1	Roadway Plans, Profiles and Sections	\$ -	\$ -				\$ 7,322					\$ 7,322
11.1.2	Channelization and Signage	\$ -	\$ -				\$ 1,673					\$ 1,673
11.1.3	Utility Relocations	\$ -	\$ -				\$ 924					\$ 924
11.1.4	Construction Staging and Traffic Control	\$ -	\$ -				\$ 1,469					\$ 1,469
11.1.5	Quantities and Cost Estimate	\$ -	\$ -				\$ 6,950					\$ 6,950
11.1.6	Special Provisions	\$ -	\$ 1,321				\$ 5,678					\$ 6,999
11.1.7	Quality Control	\$ -	\$ 2,524				\$ 5,911					\$ 8,435
11.1.8	Review Meeting	\$ -	\$ -				\$ 1,291					\$ 1,291
11.2	100% Design	\$ -	\$ -				\$ 4,954					\$ 4,954
Task 11 Total		\$ -	\$ 3,844				\$ 36,172					\$ 40,016
12.0	Bid Assistance	\$ -	\$ -									\$ -
12.1	Response to Bidders' Questions	\$ 763	\$ -				\$ 624					\$ 1,387
12.2	Prepare Addenda	\$ 2,962	\$ -				\$ 1,248					\$ 4,210
Task 12 Total		\$ 3,724	\$ -				\$ 1,872					\$ 5,596
TOTAL HOURS		\$ 214,882	\$ 3,844	\$ 9,310	\$ 77,121	\$ 45,356	\$ 15,119	\$ 32,825	\$ 30,020	\$ 6,324	\$ 7,148	\$ 441,949

Notes: Segment 1 - Kalloch Rd. SR 9 to Fruitdale and Fruitdale Rd. from Kalloch Rd. to City/County Line. This is the County Segment and is not included in City Contract 2016-PS-01. This work will be negotiated and contracted separately or added by addendum at the County's discretion.
 Segment 2 - Fruitdale Rd. from City/County Line to Portobello Ave
 Segment 3 - Fruitdale Rd. Portobello Ave to McGangle Rd.
 Level of Effort is based on Segments 2 and 3 being developed concurrently and bid together.
 Fees related to the Sanitary Sewer extension and included in Segment 2 are \$ 13,187

SEGMENT 2 AND 3 CITY AGREEMENT SUMMARY

	Company	Labor	Expenses	Totals
	Lochner	\$ 214,882	\$ 719.00	\$ 215,601
Subconsultants:				
	Tuttle	\$ 9,310	\$ 82.00	\$ 9,392
	Widener	\$ 45,356	\$ 4,088.00	\$ 49,444
	Skagit Surveyors	\$ 32,825	\$ -	\$ 32,825
	Geotest	\$ 6,324	\$ 5,568.00	\$ 11,892
	Total	\$ 308,697	\$ 10,457	\$ 319,154

City of Sedro-Woolley
 Fruitdale Road Arterial Improvements Project
 SUMMARY OF TEAM HOURS

Exhibit D-1

Task Number	Work Element	Lochner		Tuttle		Widener		Skagit Survey		Geotest	
		City	County	City	County	City	County	City	County	City	County
1.1	Team Management	32			9						

SUMMARY OF TEAM COSTS

Lochner		Tuttle		Widener Environmental		Skagit Survey Topographic Survey		Geotest Geotechnical		Total Costs
City	County	City	County	City	County	City	County	City	County	
\$ 6,693	\$ -		\$ 762							\$ 7,485

SUMMARY ALL ESTIMATED WORK BY SEGMENT (COUNTY WORK NOT INCLUDED IN CITY CONTRACT)

Labor	County			City		Project Totals
	Segment 1	Segment 2	Segment 3	City Total		
Lochner	\$ 3,844	\$ 182,649	\$ 32,232	\$ 214,882	\$ 218,726	
Tuttle	\$ 77,121	\$ 6,052	\$ 3,259	\$ 9,310	\$ 86,431	
Widener	\$ 15,119	\$ 6,048	\$ 39,309	\$ 45,356	\$ 60,475	
Skagit Surveyors	\$ 30,020	\$ 22,321	\$ 10,504	\$ 32,825	\$ 62,845	
Geotest	\$ 7,148	\$ 3,794	\$ 2,530	\$ 6,324	\$ 13,472	
Subtotals Labor	\$ 133,252	\$ 220,864	\$ 87,833	\$ 308,607	\$ 441,949	

Direct Expenses	County			City		Project Totals
	Segment 1	Segment 2	Segment 3	City Total		
Lochner	\$ -	\$ 447	\$ 272	\$ 719.00	\$ 719	
Tuttle	\$ 678	\$ 60	\$ 22	\$ 82.00	\$ 760	
Widener	\$ 1,363	\$ 2,088	\$ 2,000	\$ 4,088.00	\$ 5,451	
Skagit Surveyors			\$ -	\$ -	\$ -	
Geotest	\$ 4,990	\$ 2,784	\$ 2,784	\$ 5,568.00	\$ 10,558	
Subtotal Direct Expenses	\$ 7,031	\$ 5,379	\$ 5,078	\$ 10,457.00	\$ 17,488	

Total	County			City		Project Total
	Segment 1	Segment 2	Segment 3	City Total		
Total	\$ 140,283	\$ 226,243	\$ 92,911	\$ 319,154	\$ 459,437	

EXHIBIT D-2

City of Sedro-Woolley
 Fruitdale Road Arterial Improvements Project
 PERSON HOUR ESTIMATE

Task Number	Work Element	Project Principal AB	Project Manager JG	Project Engineer YZ	Sr. Design Engineer MS	Traffic Engineer GW	Civil Designer CN	Drainage Engineer RC	Admin. Support MS	TOTAL HOURS	TOTAL CITY COSTS	TOTAL COUNTY COSTS
1.0	Project Management											
1.1	Team Management	8	24							32	\$ 6,693	\$ -
1.2	Project Schedule		12							12	\$ 2,526	\$ -
1.3	Monthly Status/Progress Reports/Invoices		12						24	36	\$ 4,859	\$ -
1.4	Project Coordination/Progress Meetings		18	12	12					42	\$ 7,782	\$ -
1.5	Regular Coordination with the City		12							12	\$ 2,526	\$ -
1.6	Project Close Out				4					4	\$ 647	\$ -
2.0	Data Gathering				4					4	\$ 647	\$ -
3.0	Public Outreach		6		8		4			18	\$ 2,943	\$ -
4.0	Grant Applications		4		4					8	\$ 1,489	\$ -
	Task 1-4 Total	8	88	12	32	-	4	-	24	168	\$ 30,112	\$ -
5.0	Not Used											
	Task 5 Total	-	-	-	-	-	-	-	-	-	\$ -	\$ -
6.0	Preliminary Design (30%)											
6.1	Preliminary Roadway Plans		8	40	24	8	40			120	\$ 17,729	\$ -
6.2	Geometric Roundabout Design		2	12	40	8	19			81	\$ 12,244	\$ -
6.3	Hydraulic Analysis and Report		16					52		68	\$ 12,872	\$ -
6.4	Fruitdale Road and Kalloch Road - County									-	\$ -	\$ -
6.5	Sanitary Sewer Improvements		10				17			27	\$ 3,745	\$ -
6.6	ADA Provisions Analysis			8	8		4			20	\$ 3,048	\$ -
6.7	Design Review Meeting		8	8	8					24	\$ 4,346	\$ -
	Task 6 Total	-	44	68	80	16	80	52	-	340	\$ 53,984	\$ -
7.0	Geotechnical Investigations											
7.1	Review Existing Geotechnical Information									-	\$ -	\$ -
7.2	Field Explorations									-	\$ -	\$ -
7.3	Geotechnical Laboratory Testing									-	\$ -	\$ -
7.4	Geotechnical Engineering and Report									-	\$ -	\$ -
	Task 7 Total	-	-	-	-	-	-	-	-	-	\$ -	\$ -
8.0	Environmental Documentation & Permitting											
8.1	Early Agency Coordination		2							2	\$ 421	\$ -
8.2	Section 106 Report Coordination, APE		2		2					4	\$ 745	\$ -
8.3	Hazardous Materials Memo		1							1	\$ 210	\$ -
8.4	Environmental Justice Survey		1							1	\$ 210	\$ -
8.5	Biological Assessment		1							1	\$ 210	\$ -
8.6	NEPA Categorical Exclusion		2							2	\$ 421	\$ -
8.7	Wetland and Critical Areas Study Wetland Delineation									-	\$ -	\$ -
8.8	Wetland Options									-	\$ -	\$ -
8.8.1	Wetland Mitigation and Monitoring Plan									-	\$ -	\$ -
8.8.2	Wetland Mitigation Bank Use Plan									-	\$ -	\$ -
8.9	SEPA		1							1	\$ 210	\$ -
8.10	Permit Coordination		4							4	\$ 842	\$ -
	Task 8 Total	-	14	-	2	-	-	-	-	16	\$ 3,270	\$ -
9.0	Base Mapping and Right-of-Way Plan											
9.1	Base Map Preparation			8						8	\$ 1,367	\$ -
9.2	Right-of-Way Plans		2	2						4	\$ 763	\$ -
9.3	Right-of-Way Appraisals and Property Acquisition									-	\$ -	\$ -
	Task 9 Total	-	2	10	-	-	-	-	-	12	\$ 2,130	\$ -
10.0	Roadway PS&E Design											
10.1	Interim 60% and 90% Project Design	4	54	131	93	28	208	8	8	534	\$ 77,066	\$ -
10.1.1	Roadway Plans/Profiles and Sections		8	60	40	16	60			184	\$ 27,132	\$ -

EXHIBIT D-2

City of Sedro-Woolley
 Fruitdale Road Arterial Improvements Project
 PERSON HOUR ESTIMATE

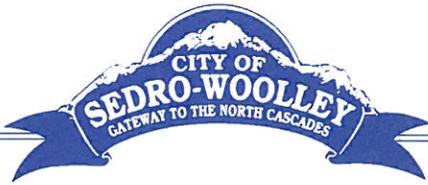
Task Number	Work Element	Project Principal AB	Project Manager JG	Project Engineer YZ	Sr. Design Engineer MS	Traffic Engineer GW	Civil Designer CN	Drainage Engineer RC	Admin. Support MS	TOTAL HOURS	TOTAL CITY COSTS	TOTAL COUNTY COSTS
10.1.2	Drainage Plans, Profiles & Details		8				12			20	\$ 2,842	\$ -
10.1.3	Channelization and Signage Plans			9	15	4	16			44	\$ 6,242	\$ -
10.1.4	Structure Plans			8	4		16			28	\$ 3,559	\$ -
10.1.5	Illumination Plans			8			8			16	\$ 2,139	\$ -
10.1.6	Driveways			8	4		16			28	\$ 3,559	\$ -
10.1.7	Utility Relocation		6		8		16			30	\$ 4,101	\$ -
10.1.8	Construction Staging & Traffic Control			8		8	16			32	\$ 4,376	\$ -
10.1.9	Landscaping			6	6		16			28	\$ 3,540	\$ -
10.1.10	Sanitary Sewer		8				16			24	\$ 3,228	\$ -
10.1.11	Cost Estimate				8		16	8		32	\$ 4,301	\$ -
10.1.12	Special Provisions		12	4					8	24	\$ 3,987	\$ -
10.1.13	Quality Control	4	4	12						20	\$ 3,714	\$ -
10.1.14	Review Meetings		8	8	8					24	\$ 4,346	\$ -
10.2	100% Design	-	34	80	63	14	106	-	8	305	\$ 44,594	\$ -
10.2.1	Roadway Plans/Profiles and Sections		4	40	32	8	40			124	\$ 18,182	\$ -
10.2.2	Drainage Plans, Profiles & Details		6				8			14	\$ 2,035	\$ -
10.2.3	Channelization and Signage Plans			6	6	2	6			20	\$ 2,942	\$ -
10.2.4	Structure Plans			6			8			14	\$ 1,798	\$ -
10.2.5	Illumination Plans			4			4			8	\$ 1,070	\$ -
10.2.6	Driveways			4	2		4			10	\$ 1,393	\$ -
10.2.7	Utility Relocations		4		4		2			10	\$ 1,682	\$ -
10.2.8	Construction Staging & Traffic Control			8		4	8			20	\$ 2,872	\$ -
10.2.9	Landscaping		2		3		8			13	\$ 1,678	\$ -
10.2.10	Sanitary Sewer		2				6			8	\$ 1,000	\$ -
10.2.11	Cost Estimate				8		12			20	\$ 2,452	\$ -
10.2.12	Special Provisions		8	2					8	18	\$ 2,803	\$ -
10.2.13	Quality Control		4	6	4					14	\$ 2,515	\$ -
10.2.14	Review Meetings		4	4	4					12	\$ 2,173	\$ -
Task 10 Total		4	88	211	156	42	314	8	16	839	\$ 121,660	\$ -
11.0	Roadway PS&E Design - County											
11.1	Interim 60% and 90% Project Design	-	9	8	3	-	-	-	1	21		\$ 3,844
11.1.1	Roadway Plans, Profiles and Sections									-		\$ -
11.1.2	Channelization and Signage									-		\$ -
11.1.3	Utility Relocations									-		\$ -
11.1.4	Construction Staging and Traffic Control									-		\$ -
11.1.5	Quantities and Cost Estimate									-		\$ -
11.1.6	Special Provisions		5	1					1	7		\$ 1,321
11.1.7	Quality Control		4	7	3					14		\$ 2,524
11.1.8	Review Meeting									-		\$ -
11.2	100% Design									-		\$ -
Task 11 Total		-	9	8	3	-	-	-	1	21	\$ -	\$ 3,844
12.0	Bid Assistance											
12.1	Response to Bidders' Questions		2	2						4	\$ 763	\$ -
12.2	Prepare Addenda		4	8		2	4			18	\$ 2,962	\$ -
Task 12 Total		-	6	10	-	2	4	-	-	22	\$ 3,724	\$ -
GRAND TOTAL HOURS		12	251	319	273	60	402	60	41	1,418	214,882	3,844

Hourly Labor Rates	\$ 66.30	\$ 68.01	\$ 55.23	\$ 52.29	\$ 59.17	\$ 31.18	\$ 59.06	\$ 31.41	
Labor Costs	\$ 795.60	\$ 17,070.51	\$ 17,618.37	\$ 14,275.17	\$ 3,550.20	\$ 12,534.05	\$ 3,543.60	\$ 1,287.81	\$ 70,675

\$ 214,882 \$ 3,844

JAN 13 2016

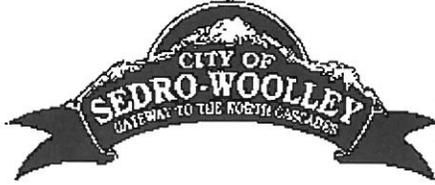
7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 4



SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

CITY COUNCIL AGENDA
REGULAR MEETING



JAN 13 2016

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

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 Keith Wagoner

FROM: Mark A. Freiberger, PE

RE: **Possible adoption by Resolution of Amendment 1 to the Six-Year Transportation Improvement Program (TIP) 2016-2021**

DATE: December 21, 2015 (for Council review January 13, 2016)

ISSUE

FIRST READING - Shall council move to adopt Resolution ____ approving Amendment 1 to the 2016-2021 Six-Year Transportation Improvement Program?

BACKGROUND/DISCUSSION

Council adopted the 2016-2021 Six-Year Transportation Improvement Program (TIP) at the June 24, 2015 council meeting under Resolution 921-15. Included in the TIP is Project SW01, Jameson Arterial Extension to SR9. The construction phase for this project has been funded by the federal STP program as approved by the Skagit Council of Governments, and by the Transportation Improvement Board. Federal funding totals \$656,750, with a local match of \$102,499, which is covered by the larger TIB grant of \$1,719,217. The construction project totals \$2,392,514.

This amendment changes the funding status in the TIP from Planned to Secured, and updates the construction phase budget to reflect the TIB funds. The attached TIP summary for the project indicates that construction is scheduled for 2018. The city plans to obligate the funds in early 2016 to allow construction in 2016.

A Public Hearing is required for this Amendment. Due to the Two Reading rule, council action will be deferred until January 27, 2016.

MOTION: No action required this meeting.



Six Year Transportation Improvement Program From 2016 to 2021

Agency: Sedro Woolley

County: Skagit

MPO/RTPO: SCOG

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
17	1	/ 7386(001) Jameson Arterial Extension to SR9 Jameson SR9 MP 55.45 to Baley Rd Relocate existing secondary arterial to new alignment with a new roundabout intersection at SR9, including drainage, curbs, bicycle/pedestrian path, HMA, pavement markings and illumination. PE Phase previously obligated totals \$460,116.	SW01	06/24/15	06/24/15	01/27/16	921-15	01	C G P S T W	0.320	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN	2018	STP(US)	656,750	TIB	1,719,217	16,547	2,392,514
Totals				656,750		1,719,217	16,547	2,392,514

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	2,392,514	0	0	0	0
Totals	2,392,514	0	0	0	0

RESOLUTION _____

A RESOLUTION AMENDING THE SIX YEAR TRANSPORTATION
IMPROVEMENT PROGRAM FOR THE CITY OF SEDRO-WOOLLEY,
WASHINGTON
2016 – 2021

WHEREAS, pursuant to the provisions of Chapter 195 of the 1961 Session Laws of the State of Washington, Chapter 83 of the 1967 First Extraordinary Session of Laws of the State of Washington and RCW 35.77.101, the City Council of the City of Sedro-Woolley shall adopt a comprehensive Six-Year Transportation Improvement Program (TIP), and;

WHEREAS, Amendments to the adopted TIP require public review and comment, and:

WHEREAS, a public hearing was called by the City Council for the purpose of amending said comprehensive Six-Year TIP on January 13, 2016, at approximately 7:00 p.m., at the Sedro-Woolley City Hall, 325 Metcalf Street, Sedro-Woolley, Washington and it appeared that amending of the Six Year Transportation Program will be good for the public.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Sedro-Woolley that the 2016 – 2021 comprehensive Six Year Transportation Improvement Program of the City of Sedro-Woolley, Washington, as amended at said public hearing is hereby adopted and approved as the 2016 – 2021 comprehensive Six Year Transportation Improvement Program of said City.

BE IT FURTHER RESOLVED that a copy of this street program, together with a copy of this resolution shall be filed with the Skagit MPO for inclusion in the Regional Six Year Transportation Improvement Program within the next 30 days; together with copies of each with the Washington State Department of Transportation Local Programs Engineer, and the Transportation Improvement Board.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS 27th DAY OF JANUARY, 2016.

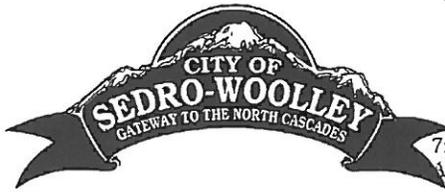
MAYOR KEITH WAGONER

ATTEST:

APPROVED AS TO FORM:

Finance Director

City Attorney



CITY COUNCIL AGENDA
REGULAR MEETING

JAN 13 2016

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

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

Mark A. Freiberger, PE
Director of Public Works

MEMO TO: City Council and Mayor Keith Wagoner
FROM: Mark A. Freiberger, PE
RE: **Transportation Benefit District Annual Report**
DATE: January 5, 2016 (for Council review January 13, 2016)

ISSUE

Should council approve issuance of the Transportation Benefit District (TBD) Annual Report for 2015, as required by RCW 36.73.160?

BACKGROUND

Each year, the TBD is required to issue an annual report, indicating the status of transportation improvement costs, transportation improvement expenditures, revenues, and construction schedules, to the public. This requirement is outlined within RCW 36.73.160.

ANALYSIS

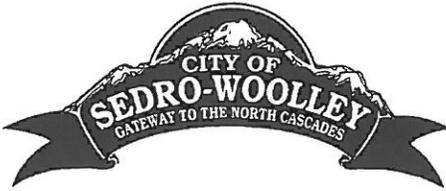
Staff has prepared the attached Annual Report for the Sedro-Woolley Transportation Benefit District. The Annual Report closely reflects the 2016-2021 Transportation Improvements Program adopted in July 2015.

FISCAL

Please see the attached report.

RECOMMENDATION

Motion to approve issuance of the Transportation Benefit District (TBD) Annual Report for 2015, as required by RCW 36.73.160.



TRANSPORTATION BENEFIT DISTRICT - ANNUAL REPORT

January 5, 2016

ACTIVITIES COMPLETED IN 2015

In fiscal year 2015, the Transportation Benefit District (TBD) generated \$68,447. This was the first year of TBD revenue. During 2015, no projects were funded using TBD funds.

The available TBD cash balance at the end of the 2015 fiscal year was \$68,460 (includes interest accrued).

ACTIVITIES ANTICIPATED FOR 2016

An additional \$170,000 in anticipated revenue is forecasted to be received in 2016.

The following projects have been identified as eligible for TBD funding and are planned for construction in 2016: See the attached **Project List** for additional details.

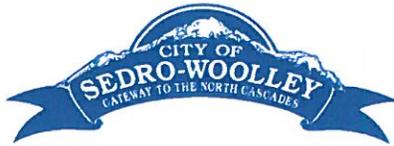
Jameson Arterial Extension to SR9. This \$3,171,830 project includes a new roundabout intersection AT SR9 Milepost 55.45 with connections to Jameson Street to the east and Rhodes Road to the west, including a new arterial roadway crossing the White Pass Investments LLC property east of SR9 to the intersection Jameson at Batey Street. The \$317,316 design phase is scheduled for completion in January 2016, and is funded by \$274,007 in federal STPUS funds, \$16,454 in Account 020 General funds for salaries, \$25,412 in GMA Impact Fee Funds and **\$1,443 in local funds from the TBD funds**. The \$462,000 right of way phase is funded by donations and also scheduled for completion in January 2016. The \$2,392,514 Construction phase is planned for 2016 and is fully funded by \$656,750 in federal STPUS funds, \$1,719,217 in Transportation Improvement Board funds, \$6,000 in Sedro-Woolley School District funds, and **\$10,549 in local funds from the TBD**.

SR20/Cascade Trail W Phases 1A, Trail Road to SR9 and 1B, Hodgin Road to Trail Road. These two projects to be constructed jointly in 2016 at a cost of \$863,000 include a total of 3,320 lineal feet of new 10' wide shared use path and 1,910 lineal feet of trunk stormwater upgrades on the north side of SR20 from Hodgin Road to SR9. Funding for the design and construction of these projects is provided by \$304,480 in federal STPUS funds, \$249,120 in federal TAP funds, \$220,000 in Skagit County Economic Development funds, \$40,360 in Account 113 Paths & Trails funds, \$31,313 in Account 425 or 426 Stormwater funds, and **\$12,458 in local funds from the TBD**.

Ferry Street/Township Street Overlay Project. This project includes overlay of Ferry Street from SR20 to Rita Street, and Township Street from SR20 to Waldron, along with a new sidewalk on the south side of Ferry Street from SR20 to Borseth. Funding for the design and construction of this project is provided by \$324,000 in TIB funds, \$11,325 in GMA Impact Fee funds, \$18,668 in Account 104 Unrestricted funds, and **\$12,500 in either Account 104 Unrestricted or TBD funds**.

Fruitdale Road Arterial Improvements Project. This project includes reconstruction of Fruitdale Road from Portobello to the north city limits, with addition of sidewalks were missing from McGarigle to the Northern States entrance road, and a compact roundabout at the entrance road. The work planned for 2016 is design only. The PE phase is estimated at \$300,000, with \$100,000 each from Skagit County, the Port of Skagit and the City. The City contribution includes \$30,000 in-kind salaries and \$30,000 cash, with \$20,000 from Account 104 Developer Agreement Funds. It is estimated that **\$40,000 will be from TBD funds.**

TBD expenditures planned for 2016 total \$76,950. This may increase as the final expenses from Account 104 are totaled for 2016.



Sedro-Woolley Transportation Benefit District - Project List

Updated December 30, 2015

Planned Projects:

Year	Street	Project Limits	Estimate	Note	TBD \$
2016	Jameson Arterial Extension to SR9	SR9 to 650' East of Batey	3,164,630	1	11,992
2016	SR20/Cascade Trail Phases 1A & 1B	SR20, Hodgkin Road to SR9	863,000	1	12,458
2016	Ferry Street Overlay	SR20 to Rita	305,168	1	12,500
2016	Township Street Overlay	SR20 to Waldron	inc	1	-
2016	Fruitdale Road Arterial Improvements PE	Portobello to North City Limits	300,000	1	40,000
2017	Fruitdale Road Arterial Improvements CN	Portobello to North City Limits	2,120,000	1	
2017	Trail Road Overlay Project	SR20 to Cook Road	225,000		
2018	Cook Road Overlay Project	West City Limits to Crossroads	300,000		
2019	Jones/John Liner Road Undercrossing	Sapp Road to Reed Street	7,700,000	1	
2019	Reed Street Overlay	SR20 to John Liner Road	130,000		
2019	John Liner Road Bicycle/Ped Improv	Reed Street to SR9N-Township	555,000	1	
2020	Patrick Street Arterial Extension	Michael Street to Jones Road	2,100,000	1	
2021	Jones Road Arterial Improvements	F&S Grade Road to Sapp Road	3,200,000	1	
2021	SR20/SR9 N Township Intersect Improv	Intersection	1,000,000	1	
2021	Portobello Street Arterial Extension	SR9N-Township to Cascadia Dr	1,700,000	1	
2021	SR20/Reed Street Intersection Improv	Intersection	50,000		

Completed Projects:

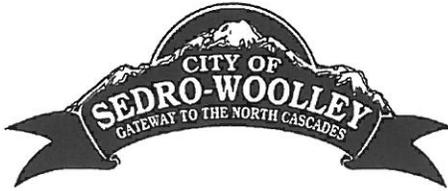
Year	Street	Project Limits	Project Cost	Note	TBD \$
2015	None to Date				

Notes:

1. Matching funds for state or federal grants.
2. See the 2016-2021 TIP Project List for additional project details.

CITY COUNCIL AGENDA
REGULAR MEETING

JAN 13 2016



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

CITY OF SEDRO-WOOLLEY

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

Eron M. Berg
City Supervisor/Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Appointment of Mayor Pro Tem
DATE: January 13, 2016

ISSUE: The Council is required to appoint a mayor pro tem.

BACKGROUND: RCW 35A.12.065 requires the Council to select a mayor pro tem biennially or periodically for a stated term of service.¹ The Council's last appointed mayor pro tem's term ended December 31, 2015 (Keith Wagoner).

Because this is the beginning of a new biennial period, the Council must take action to appoint a mayor pro tem for 2016 and 2017 or such other term as the Council may desire. Any member of the council is eligible for this appointment.

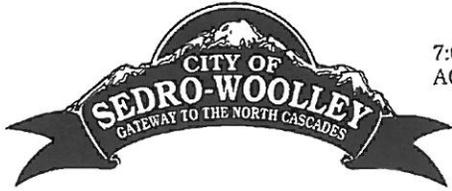
RECOMMENDATION: Motion to appoint Councilmember _____ to serve as mayor pro tem from now until the end of 2017 or until a successor mayor pro tem is appointed.

¹ RCW 35A.12.065: Biennially at the first meeting of a new council, or periodically, the members thereof, by majority vote, may designate one of their number as mayor pro tempore or deputy mayor for such period as the council may specify, to serve in the absence or temporary disability of the mayor; or, in lieu thereof, the council may, as the need may arise, appoint any qualified person to serve as mayor pro tempore in the absence or temporary disability of the mayor.

CITY COUNCIL AGENDA
REGULAR MEETING

JAN 13 2016

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



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

Eron M. Berg
City Supervisor/Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Organizational matters
DATE: January 13, 2016

ISSUE: Following the formation of a new council, several issues are usually addressed by the new council.

BACKGROUND: With the start of a new council, you have a few issues to address:

1. Attached is the Mayor's draft list of committee assignments.
2. Also attached is a copy of the council's most recent mission, vision and goals. This is provided for your information and in case you desire to make any changes or updates.
3. The council discussed holding a retreat to update critical goals and to create new goals for the council's work at the worksession last week. The third week of March might make sense as it is between council meeting weeks. What is your availability to block out a day the week of March 14, 2016?
4. Finally, also attached is the city calendar for the next year.

RECOMMENDATION: Provide any guidance to staff for follow up work as desired.

**COMMITTEE ASSIGNMENTS
2016**

Public Safety	Chuck Owen, Chair Brenda Kinzer Germaine Kornegay
Utilities	Judith Dunn Lee, Chair Julia Johnson Brenda Kinzer
Finance & Personnel	Rick Lemley, Chair Germaine Kornegay Judith Dunn Lee
Parks & Recreation	Brett Sandström, Chair Brenda Kinzer Rick Lemley
Planning	Germaine Kornegay, Chair Brett Sandström Julia Johnson
Business Development	Julia Johnson, Chair Brett Sandström Chuck Owen
Mayor Pro-tem	TBD

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.

OUR MISSION AS A CITY:

To provide services and opportunities which create a Community where people choose to live, work and play.

Critical Goals and Objectives (Not in order of priority):

Business, Community & City Partnership.

- Create atmosphere for businesses and developers to succeed in Sedro-Woolley.
- Partner with Chamber of Commerce, School District & Hospital.
- Partnership for Recreation.
- Revitalize Northern State Property.
- Expand tourism.
- Partner with other Governments & Tribe.
- Create sources of revenue beyond existing tax base to enhance city services.
- Business recruitment.
- Partner with Sedro-Woolley School District & businesses to develop a STEM network.

Promote Economic Development.

- Improve our image.
- Make City Government more user friendly.
- Educate and inform Citizens about the Goals and Vision.
- Develop predictable processes.
- Market our City.
- Establish a Performing Arts Center.

Infrastructure Investments.

- Improve traffic mobility & safety through city.
- Encourage repair to the downtown buildings.
- Fund and construct SR 9/Jameson project.

- Fund and construct Cascade Trail west extension projects.
- Fund and construct Fruitdale Road project with County and Port.
- Repair and expand sidewalks in existing neighborhoods.
- Maintain city streets.
- Make targeted investments in infrastructure to support future development.
- Design, fund & build a new library with makers' space and STEM laboratory.

Service Productivity & Innovation.

- Streamline the permitting processes.
- Expand Fire and Police Services.

Innovative Recreational Development.

- Maintain existing parks and facilities.
- Expand recreational opportunities – Parks.
- Parks – Northern State Recreation Area – commence improvements.
- Provide youth activities.
- Complete improvements to Houser Field.
- Revitalize Memorial Park.
- Plan for a new park or major park expansion and apply for funding through RCO in 2016.

Quality of Life.

- Maintain police department staffing to effectively combat neighborhood nuisance and petty crime issues.
- Protect against increased flood risks from uncoordinated Skagit River projects.

Updated by City Council action on September 2, 2015

2016 City Council and Planning Commission Meeting Dates
All Meetings are Open to the Public

Time & Location:

City Council worksessions – 7:00 P.M., Public Safety Training Room, 220 Munro St.

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

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

January 6 – Council work session

January 13 – Council meeting

January 19 – Planning Commission meeting

January 27 – Council meeting

July 13 – Council Meeting

July 19 – Planning Commission meeting

July 27 – Council meeting

February 3 – Joint Council & PC work session

February 10 – Council meeting

February 16 – Planning Commission meeting

February 24 – Council meeting

August 10 – Council meeting

August 16 – Planning Commission meeting

August 24 – Council meeting

March 2 – Council work session

March 9 – Council meeting

March 15 – Planning Commission meeting

March 23 – Council meeting

Sept 7 – Jt. Council & PC work session

Sept 14 – Council meeting

Sept 20 – Planning Commission meeting

Sept 28 – Council meeting

April 6 – Council work session

April 13 – Council meeting

April 19 – Planning Commission meeting

April 27 – Council meeting

October 5 – Council work session

October 12 – Council meeting

October 18 – Planning Commission meeting

October 26 – Council meeting

May 4 – Council work session

May 11 – Council meeting

May 17 – Planning Commission meeting

May 25 – Council meeting

November 2 – Council work session

November 9 – Council meeting

Nov 15 – Planning Commission meeting

Nov 22 – Council Meeting (**TUESDAY**)

June 8 – Council meeting

June 21 – Planning Commission meeting

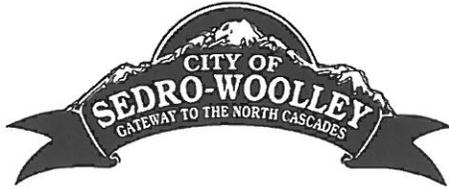
June 22 – Council meeting

December 7 – Council work session

December 14 – Council meeting

December 20 – Planning Commission meeting

December 28 – Council meeting



CITY COUNCIL AGENDA
REGULAR MEETING

JAN 13 2016

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

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 Keith Wagoner
FROM: Mark A. Freiberger, PE
RE: **Public Works/Engineering Department Report**
DATE: January 6, 2016 (for Council review January 13, 2016)

Here is a report on Public Works/Engineering Department activities since my last report. Projects are covered by phase, and general activities noted at the end.

CONSTRUCTION PHASE

Babe Ruth Baseball Field Project. Grading and seeding are complete. The Babe Ruth Association will furnish fencing, dugouts and the infield turf materials. Fencing has been delayed do a funds shortfall. The plan is to have the field ready for play for the spring 2016 season. SWSD will maintain the field. PW Operations is working with SWSD to grade and gravel a new parking area to support the field prior to spring opening.

Houser Playfield Project. Grading and seeding is complete. Some clearing of the boundaries will need to be done over the course of the next few months. The parking and field layout plan is preliminary at this point, and SEPA will be required prior to construction. We have budgeted for construction of the parking facilities in 2016. There has been some vocal opposition to the preliminary plan to install parking facilities at the end of Suenic Street. This will be addressed in a future public meeting on the proposed facilities.

F&S Grade Road Drainage Revisions. Public Works Operations has completed cleaning of the old storm drainage system located on the north side of F&S Grade Road from Brickyard Creek to the outfall at Klinger Street. New catch basins have been installed to provide access to the line for maintenance purposes. Due to recent rain and high water, restoration work is still remaining. This should correct many of the longstanding drainage issues on the south side of F&S, although not all as this area has a very high water table in the winter..

205 North Reed – Over the course of the summer, the site has been cleared and ditches restored and seeded. Remaining grading work may be delayed until spring due to recent rains and saturated soils. The related drainage improvements crossing **127 North Central** to deal with long standing drainage issues in the vicinity have been completed. Some minor ditch work and lowering of a driveway culvert on North Central are in progress and should complete in early 2016.

John Liner Road Sewer Pump Station Upgrade. Work was completed on 12/2/2015 to install the new pumps and equipment. The new pumps are now on line. Warranty issues with the new pumps are being investigated.

South Township Street and Dunlop Traffic Calming Circle Project. All work is complete and the traffic calming device seems to be working without incident. Neighbors plan to install and maintain center island landscaping in the spring.

\$5,000. This project will be designed this winter with a tentative advertisement date of 3/24/2016, and construction prior to Loggerodeo. The TIB agreement is also on the January 13 agenda for approval.

SR20 BNSF Crossing Signal Upgrades – This WSDOT/BNSF project will add crossing gates at the Ferry and SR9 BNSF crossings, and upgrade the existing cross bucks at the State Street crossing. As part of this work, the State will revise the channelization at the Ferry Street crossing back to single lane as prior to 2007 unapproved revisions by the city. We are also looking at revision of the north leg of W Ferry to add a right turn lane. The work may not take place until 2017 or 2018. David Lee is coordinating this work with the Ferry, SR20 to Borseth Overlay Project noted above.

PLANNING PHASE

2015 Comprehensive Plan Chapter 3 Transportation Element Update. The update will incorporate proposed projects in the **2016-2021 TIP** update approved at the June 24, 2015 council meeting. It will also include an update to the Impact Fee Analysis last updated in 2014. TSI has been contracted to assist with this work, and work is under way. We plan to submit the updated plan to council for first reading at the 5/11/2016 meeting. Final adoption is required by June 30, 2016. Also planned in conjunction with the Transportation Plan update is a contract to update the city's **Pavement Condition ratings**. These have not been updated since 2005, and are needed for planning purposes. The work is budgeted for 2016.

LID Code Update and Integration. Work is under way to update the city code to implement Low Impact Development requirements for the Ecology Stormwater Manual for Western Washington. All development sections of the code and the SW Public Works Department Standards will be reviewed and updated to incorporate references to the new requirements. Pat Hayden is assisting Engineering and Planning with this task.

2016 Sewer Comprehensive Plan Update. The last sewer comp plan was completed in 2005, and the most recent Wastewater Treatment Facility plan was completed in 1996. Review of remaining capacity of the Wastewater Treatment Facility shows that over 50% of capacity remains available. A Facility Plan is required when flows reach 85% of capacity. At current growth rates, this will be beyond 2020. A likely result is the need for accelerated upgrade or replacement of the existing plant equipment as it reaches or exceeds its useful life. Qualification statements from consultants to perform the **WWTP Structure and Equipment Assessment** closed on 10/30/2015. Interviews were completed by the Consultant Selection Committee on November 9, and Brown & Caldwell of Seattle has been selected. The contract has been executed, and work is under way. A final report is planned for 2/10/2016. With this report, the Sewer Plan will be updated and submitted along with the Comprehensive Plan update process due for completion by June 30, 2016.

2016 Stormwater Management Plan Update – This project has been delayed to 2016 due to staff work load, but will need to be completed in the near future to support review of aging stormwater facilities, and to schedule replacement projects. The recent failure of a culvert on SR9 near the DNR driveway pointed out the risk that our aging piping presents. The work is budgeted for 2016 and 2017. A preliminary update of the plan will be completed in conjunction with the Comprehensive Plan update scheduled for completion by June 30, 2016.

ADA Self Evaluation and Transition Plan – Under the requirements of the American Disabilities Act of 1990, the city must prepare an inventory of all public facilities with ADA access, including buildings and right of way. Staff has completed inventory of corner ramps for sidewalks in the vicinity of City Hall, downtown and school zones. The next focus is on ramps on Arterial Streets and is now under way. Seattle was recently sued by a user group on this issue (KOMOnews.com 10/8/2015).

Brickyard Creek Sub-flood Control Zone – Culvert Replacements F&S Grade Road – The 2015 culvert and bridge inspection identified **failing culverts** under F&S Grade Road and on

the private property south of F&S. Replacement of these culverts will be planned for the next few years.

SR9 MP 58.0 DNR Driveway Culvert Repair. This project will repair a failed section of 12” CMP culvert at the DNR entrance on SR9/Township Street. Temporary repairs were made after a sinkhole developed in the early spring of this year. The work is budgeted for 2016.

GRANTS/LOANS PENDING

Rail Safety Projects Hazard Elimination Program. Applications are due by January 2017 for this small program to enhance or replace passive rail crossing safety devices. Maximum grant amount is \$20,000 with \$250 per crossing, with no local match. Staff is exploring possibilities for the program.

PUBLIC WORKS/ENGINEERING

Engineering Department.

Development Review activities include construction inspection of various right of way permits and civil improvements to support several development projects. See the Building & Planning report for other project details. Engineering continues to participate in the Environmental and planning process for the Center for Innovation and Technology.

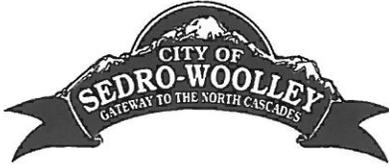
Public Works Operations Department. **Street** activities include routine maintenance, sign maintenance, street sweeping, tree trimming, alley grading, and pothole patching. Normal operations have resumed following holiday activities to support downtown Christmas displays and parade. **Storm:** 2016 inspection activities are beginning, to be followed by catch basin and storm pipe cleaning as needed. Work to complete restoration of the drainage ditches on the 205 North Reed and 127 North Central properties is mostly complete as noted above. The crew continues to monitor drainage and flooding issues citywide. **Offender Work Program** continues supporting activities for stormwater, solid waste and cemetery, as well as cleanup work downtown and city hall cleanup and maintenance work. **Parks** activities include maintenance of playgrounds and equipment. Work continues on the conversion of the shelter at Memorial Park to a caretaker residence. Work to support the Rotary conversion of the Metcalf Playfield to a Little League facility is continuing. City forces have graded and provided gravel base for all sidewalks poured and finished by Rotary along Metcalf and the Alley. **Facilities** activities continue with maintenance and cleaning of all City Facilities. **Cemetery** activities continue with grounds keeping, scheduling of internments and funerals and equipment maintenance.

The **Wastewater Department** continues its ongoing activities including collection system cleaning, CCTV inspection, leak repairs, utility locates, and wastewater treatment facility operations. Support work for the WWTP Structure and Equipment Assessment project is under way

The **Solid Waste Department** continues its collection of municipal solid waste and drop box containers. The **Recycle and Yard Waste programs** continues to operate with no issues.

Fleet has been occupied with routine maintenance and repairs. Solid Waste vehicles have been repaired and returned to service. 2016 ERR purchases are being planned. An additional Solid Waste Side Loader Trash Truck to support the assumption of the Recycle and Yard & Food Waste Programs is on order for delivery in early 2016. We are shifting around existing and surplus units as needed until the new unit arrives. The replacement of Unit 5519 Fire Engine/Pumper is on order for 2016 delivery with a chassis prepayment in 2015 of \$200,875. The replacement chassis for one of two planned ambulance upgrades is also on order for delivery the first week of January 2016.

END



CITY COUNCIL AGENDA
REGULAR MEETING

JAN 13 2016

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

Building and Planning Departments
Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-0771
Fax (360) 855-0733

MEMO:

To: City Council
Mayor Wagoner

From: John Coleman, AICP
Planning Director

Date: January 13, 2016

Subject: Building Permit and Planning Permit Review Status

This status sheet is being provided for your review.

Please let me know if you have any questions.

John

APPLIED BUILDING PERMITS

X = COMPLETE

R = REVISIONS RECEIVED

W = WAITING FOR RESPONSE

NO ENTRY = INITIAL REVIEW NOT COMPLETE

APPL.	PERMIT #	NAME	ADDRESS	BLDG	REVIEW		COMMENTS
					PLNG	ENGR	
DATE			/ PARCEL #				
9/9/14	2014-172	Brian Brashears	1834 SR 20	W	X	N/A	Letter to applicant to pay fees 9-19-14. Building review letter sent 9-30-14. EXPIRED 3-9-15. Last review
3/26/15	2015-65	Pat McGinnis	405 Burrows Lane	W	W	yes	Carport and garage. Building review letter sent 8-19-15. EXPIRES 9-26-15. Latest review letter mailed to Mr McGinnis and extension info 10-6-15.6 MONTHS EXTENSION GRANTED. EXPIRES 4-15-16.
6/26/15	2015-146	Skagit Valley Burgers	1172 SR 20	W	W	yes	new covered eating area-carport. Sent review letter 7-1-15. EXPIRES 12-26-15.
7/6/15	2015-152	Frank Bresnan	290 W Moore St	W	W	yes	Carport. EXPIRES 1-6-16
7/6/15	2015-153	Frank Bresnan	270 W Moore St	W	W	yes	Tenant Improvement. Sent planning review letter 7-7-15. Waiting for revised application. EXPIRES 1-6-16
7/15/15	2015-165	Tuengel/Verizon	811 N. Township St	W	X	N/A	addition to existing tower.to jack for review 7-27-15.Fees sent to applicant to pay and waiting for contractor info to issue 8-5-15. EXPIRES 1-15-16
12/1/15	2015-270	Thai Restaurant	702 Metcalf St #B	W	N/A	N/A	Waiting for plans from Alpine Fire. Inspection pending. Fees paid. [Received 12/10/15]

APPLIED PLANNING/ ENGINEERING PERMITS

X = COMPLETE R = REVISIONS RECEIVED W = WAITING FOR RESPONSE NO ENTRY = INTIAL REVIEW NOT COMPLETE

APPL. RECEIVED	APPL. COMPLETE	PERMIT #	NAME	ADDRESS/ PARCEL #	REVIEW		COMMENTS
					PLNG	ENGR	
11/14/2005		05-BSP-1	Rimmer Industrial Park	P90024	W	W	Received 4 copies of a revised site lot plan 4-2-10. Sent review letter May 5, 2010.
5/26/2009	6/12/2009	SP-2-09	Ed Knorr/Bayview Survey	603,605,607 Dolly Lane	W	W	Sent Planning review letter 10-20-09. Sent email 1/12/2010.\$93.73 Publication fees owed.
5/26/2009	6/12/2009	SP-3-09	Ed Knorr/Bayview Survey	604,606, 608 Dolly Lane	W	W	Sent Planning review letter 10-20-09 Requested Rec Dwgs 11/10/09. Sent email 1/12/2010.
7/27/2010	8/12/2010	SP-1-10	Larry/Marilyn Nalbach	503 Marshall St	W	W	Sent Planning and Eng review letters and Admin Prelim Plat approval 9-28-10.\$82.50 FEES OWED ON PUBLICATION
2/26/2013	4/11/2013	2013-15 Planning	Eric Chandler/Marianne Manville-Ailles	1318 Talcott St	W	W	Four-lot short plat. Fees Paid. Notice of complte application sent 4-11-13. Commment period complete, planning and Engineering review letter sent 6-7-13. DEPOSIT TAKEN
2/26/2013	NA	2013-18 Engineering	Eric Chandler/Marianne Manville-Ailles	1318 Talcott St	NA		Engineering associated with 4 lot short plat. Fees Paid.
10/9/2013	11-27-13 (amended application)	06-SD-2/2014-16	Bob Ruby/Rubicon Development	755 Cook Rd	X	X	OLD FILE-EG-5-08. Council resolution #900-14 on 6-25-14. Notice of Decision issued 7-7-14. ALL FEES PAID 12-11-14. David sent review letter 1-13-15. Received final plans for construction. Emailed Bob to set up pre-construction meeting 3-25-15.
5/29/2014	8/8/2014	2014-94	SMVE V/T. Jones & Dukes Hill LLC	Vecchio Dr north-Portobello,north end of N Arrezo Loop	W	R	SEPA MDNS 10-10-14. Council review 10-24-15 1st read. 2nd read 12-9. Waiting for applicant to complete plat construction. OWES PUBLICATION FEES.
5/20/2015		2015-102	Calvery Chapel	639 Sunset Park Drive #101	W		CUP.Deposit taken in for mailings and sign 5-20-15. Planning sent request letter 8-10-15. waiting for a revised parking plan to accommodate proposed size of church.
7/24/2015	7/24/2015	2015-173	FSC Enterprises	608 Sterling St	W		BLA for two buildable lots. Sent review letter 9-21-15 - need to address the parking/garage issue.
7/24/2015		2015-174	Bob Hayden	213 N. Murdock St	W	R	Short Plat-4 lots. SEPA MDNS issued 11-25-15. appeal period over 12-9-15. Planning working on Administrative Preliminary Plat approval. OWES PUBLICATION FEES.
7/24/2015	NA	2015-218	Bob Hayden	213 N. Murdock St	N/A	R	Clear and Grade permit for short plat. Received civil plans for signatures 10-6-17. 2 sets of plan to david for review 10-7-15.

9/24/2015	9/24/2015	2015-227	Aaenson/Skagit Suryv-Marianne	487 Jasper Lane	X	X	BLA complete. Complete 12-2-15
10/19/2015	not yet	2015-246	Granite Holdings LLC	665 Cook Rd	W		Short Plat. WAITING FOR COMPLETE APP. FEES Paid.
10/22/2015	10/22/2015	2015-247	Matt & Kortney Phillips	616 Haines St	X	N/A	waiver for front setback. COMPLETE
11/2/2015	11/25/2015	2015-259	Kim Weymouth	701 Township St	W/R	N/A	CUP for expansion of mini-storage. HEX hearing 1-5-16, awaiting HEX decision.