

1. Agenda

Documents:

[PWC AGENDA 5-6-19.PDF](#)

2. Meeting Materials

Documents:

[BHC TASK ORDER.PDF](#)

[COMMUNITY SURVEY PROPOSAL.PDF](#)

[COMMUNITY WORKFORCE AGREEMENT.PDF](#)

[JOHNSON FARM LEASES.PDF](#)

[LIBRARY BOARD REQUEST.PDF](#)

[PIONEER HWY BID ACCEPTANCE.PDF](#)

[SIX-YEAR TIP 2020-2025.PDF](#)



AGENDA

PUBLIC WORKS COMMITTEE

Monday, May 6, 2019 - 5:15 PM

Wastewater Treatment Plant – 26729 98th Drive NW

AGENDA

1. Library Board Request
2. Community Workforce Agreement
3. Community Survey Proposal
4. Pioneer Hwy Bid Acceptance
5. BHC Task Order
6. Johnson Farm Leases
7. Six-year TIP 2020-2025

Discussion Items:



**CITY OF STANWOOD
PUBLIC WORKS COMMITTEE
AGENDA STAFF REPORT**

ITEM NUMBER: 5
DATE: May 6, 2019
SUBJECT: BHC Consultants Task Order
CONTACT PERSON: Kevin Hushagen, Public Works Director
ATTACHMENTS: A: Scope and Fee

ISSUE

The issue in front of the Public Works Committee is to discuss a task order for BHC in conjunction with the Pioneer Highway Interceptor project.

RECOMMENDATION

Staff recommends issuing the task order as proposed.

SUMMARY STATEMENT

During the design of the Pioneer Highway Interceptor sewer main, late changes were made to the design that were unforeseen and caused additional effort for BHC. The City is also seeking assistance from BHC during construction that will result in additional costs.

DISCUSSION

The City selected BHC Consultants off of the on-call list to do an analysis of the sewer main on Pioneer Highway. The need to upsize a sewer main for future flows at the east end of Pioneer Highway had been identified and an alignment, system impact and design were needed.

The initial design was to include horizontal directional drilling (HDD) to avoid an open cut in the roadway. After much cost comparison and discussion the HDD method was determined not to be cost effective and changes were needed to the design. This resulted in BHC doing work outside their original budget. The City is also looking for BHC to provide assistance with contractor questions or issues during construction. These two items will result in a \$25,998 task order issued to BHC.

FINANCIAL IMPACT

There is \$900,000 in the current budget for the project of which \$28,276.83 has been spent to date (\$25,422.17 BHC design and \$2,854.66 permit and ad). We opened bids for construction and the apparent low bidder was Faber Construction at \$652,598.86.

Project Budget	\$900,000.00
Misc. Expenditures to date	\$ 28,276.83
Faber Construction Bid	\$652,598.86
Fund Balance <i>for inspections, testing and consultant fees</i>	\$219,124.31

COMMITTEE RECOMMENDATIONS

- 1) Approve staff to move forward with the task order
- 2) Direct staff to bring the task order to full Council
- 3) Do not approve task order and direct staff to address areas of concern

Exhibit A1
Scope of Work – Supplemental Services

City of Stanwood
Pioneer Highway Sanitary Sewer Upgrades

Statement of Understanding

Under the On-Call Professional Services Agreement between the City of Stanwood (City) and BHC Consultants, LLC (BHC), recently extended through calendar year 2020, an April 2018 authorization was given to complete a preliminary design alternatives analysis report for upgrades to three segments of sewer interceptor along Pioneer Highway. The Scope of Work under the authorization also included final design for the uppermost segment of the interceptor, in proximity to and including replacement within the intersection of Pioneer Highway and 72nd Avenue. The design phase for this project is now complete, and upgrade/replacement of this section of pipe has now been advertised for construction contract bidding.

During the preliminary design alternatives analysis for the 72nd Avenue segment, BHC identified the trenchless method of horizontal directional drilling (HDD) as an alternative to open cut construction as a potential means to avoid concrete panel replacement, reduce traffic disruption and shorten project schedule. Design proceeded with two options, HDD and open-cut, as bid alternatives for installation of the pipe crossing Pioneer Highway. Both methods used the same horizontal and vertical alignments for bidding simplicity. The City concurrently identified the need for an increase in sewer capacity due to updated sewer basin planning and flow projections. These factors resulted in an increase in alignment depth and pipe diameter. During final design, City field measurement of the 72nd Avenue water main elevation along Pioneer Highway resulted in adjustment to the HDD pipeline profile for conflict resolution. It also made a temporary construction easement necessary into private property for this installation construction method to be viable. Given project schedule and budgetary constraints, the City directed BHC to modify substantially complete design documents to only reflect traditional open-cut for the Pioneer Highway crossing.

In finalizing the design, BHC recognized that the proposed vertical sewer alignment without the HDD alternative could be installed past the water main crossing at a tighter clearance and flatter trajectory, resulting in a shallower vertical profile of the new sewer main being feasible from that point to the terminus of the new pipe installation on Pioneer Highway. And while shallower, the average pipe slope is also increased, which allows a reduction in pipe size and material cost. The reduction in estimated construction quantities and materials associated with this shallower vertical alignment is expected to result in an approximate \$40,000 to \$50,000 lowering of contract bid price, more than offsetting the unanticipated additional iteration of design changes. For this reason, the final Issued for Bid design documents were changed to proceed with the shallow alignment.

At the City's verbal request and consent, this proposed Scope of Services includes two tasks: 1) reimbursement of consulting fees for the unbudgeted efforts that were the result of removing the HDD installation option and modifying the vertical profile to the shallower depth, and 2) a provisional allowance to provide office and/or field engineering support services during the bidding and construction phases of the project on an as-requested basis.

Exclusions

The following items are excluded from this Scope of Work:

- Bid phase log and correspondence tasks led by the City that may include planholders' list maintenance, development and release of bid period addenda and bid tabulation, or assistance in awarding and executing the general construction contract.

- Construction phase log and correspondence tasks led by the City that may include shop drawing and product submittal log, contractor payment request processing, development of change order documents, punchlists, and project closeout paperwork and filings.
- Bid and construction phase support services beyond the level of effort included.

Estimated Fee

The estimated fee for this Scope of Work, including BHC labor and direct costs, is \$25,998, as broken down within the attached Exhibit B1. The Exhibit recognizes 2018 BHC billing rates that the work for Task 1 was executed under, but updates the rates to 2019 for work that may be requested under Task 2. With the original project authorization of \$163, 026, the revised BHC project budget incorporating these supplemental services becomes a not-to-exceed value of \$189,024.

Schedule

The schedule for remaining professional design services is as follows:

Bid advertisement	March 2019
Recommendation for Award	April/May 2019
Completion of Construction	October 2019

Scope of Work

Task 1 – 72nd Avenue/Pioneer Highway Upper Segment Sewer Upgrade Design Completion

The work under this task has been completed. The additional labor efforts which were not accounted for within the original project design authorization to BHC are documented in the work tasks that follow.

Receivables:

- None

Work tasks:

- Additional City communication and design team coordination to facilitate late design changes.
- Elimination of HDD related technical specifications, easement/permit placeholders, and modification of front-end bidding documents to remove alternative open cut and HDD bid items, measurement and payment.
- Revise plan set to remove HDD general, plan and profile related notes.
- Add detail notes for concrete panel replacement/surface restoration that includes full Pioneer Highway crossing at 72nd Avenue.
- Model and revise vertical alignment of plan set profiles to reflect shallower depths, new pipe slopes and sizes, utility crossing clearances and invert elevations.
- Revise Opinion of Probable Construction Cost to eliminate subtotal tab that uses HDD and calculate/modify quantity takeoffs for excavation, restoration and installed pipe quantities.

Deliverables:

- Issued for Bid Plans, Specifications and Opinion of Probable Construction Cost (no additional fee - within original authorization).

Task 2 – As-Requested Engineering Support Services During Bidding and Construction

A \$10,000 provisional allowance is included to provide the City with as-requested design engineer support for the project, on a time and materials basis, during the bidding and construction phases.

Receivables:

- Discrete task assignments as requested by the City.

Work tasks will include:

- Attendance and travel costs for one (1) BHC engineering representative to participate onsite at the project pre-construction meeting.
- Invoicing of labor and expenses for any assigned tasks.

Work tasks may be anticipated to include:

- Design engineering input to respond to contractor Requests for Information.
- Design engineer input as to the acceptability of submitted construction products.
- Response to specific construction requirements, as detailed within the plans and specifications.
- Site visit to observe construction conditions and facilitate resolution of issues that might arise.
- Design engineer opinion of cost accuracy associated with submitted change order items.

Assumptions:

- Pre-construction meeting will be held at Stanwood offices of the project site, with round trip mileage from the BHC Bellingham office anticipated.

Deliverables:

- As dictated by City-requested task assignments.

EXHIBIT B1

PHASE I SUPPLEMENTAL PROJECT BUDGET

City of Stanwood
Pioneer Highway Sanitary Sewer Upgrades - Phase I Addendum No. 1
Project Budget
Date: April 2019

	Principal in Charge <i>Dorn</i>		Project Manager <i>Kelsey</i>		Project Engineer Design Lead <i>Gray</i>		Staff Engineer <i>Wurden Foster</i>		CAD Drafter <i>Cariaso</i>		Admin/Clerical Support <i>Sifferman</i>		Accounting <i>Pierson</i>		BHC Total		Direct Expenses	Budget
2018/2019 Billing Rates*	\$230		\$212/\$215		\$138/\$154		\$108/\$120		\$110/\$114		\$90/\$92		\$111				Total	Cost
	hours	cost	hours	cost	hours	cost	hours	cost	hours	cost	hours	cost	hours	cost	hours	cost		
Task 1: 72nd Avenue/Pioneer Highway Upper Segment Sewer Upgrade Design Completion																		
1. Add'l Communication and Coordination		\$0		\$0	4	\$552		\$0		\$0		\$0		\$0	4	\$552	\$0	\$552
2. Elimination of HDD Option - Specifications		\$0	1	\$212	4	\$552		\$0		\$0	4	\$360		\$0	9	\$1,124	\$0	\$1,124
3. Elimination of HDD Option - Plan Set		\$0	2	\$424	4	\$552		\$0	4	\$440		\$0		\$0	10	\$1,416	\$0	\$1,416
4. Concrete Panel notes for Pioneer Hwy/72nd Intersection		\$0	2	\$424	4	\$552		\$0	8	\$880		\$0		\$0	14	\$1,856	\$0	\$1,856
5. Shallower Vertical Re-Alignment Revision	1	\$230	4	\$848	48	\$6,624		\$0	16	\$1,760		\$0		\$0	69	\$9,462	\$0	\$9,462
6. OPCC Revision		\$0		\$0	2	\$276	8	\$864		\$0		\$0		\$0	10	\$1,140	\$0	\$1,140
Subtotal	1	\$230	9	\$1,908	66	\$9,108	8	\$864	28	\$3,080	4	\$360	0	\$0	116	\$15,550	\$0	\$15,550
Task 2: As-Requested Engineering Support Services During Bidding and Construction																		
1. Pre-Construction Meeting Prep and Attendance		\$0		\$0	8	\$1,232		\$0		\$0		\$0		\$0	8	\$1,232	\$0	\$1,232
2. Provisional Allowance	1	\$230	4	\$860	28	\$4,312	8	\$960	4	\$456	4	\$368		\$0	49	\$7,186	\$304	\$7,490
3. Invoicing of Labor and Expenses		\$0	3	\$645		\$0		\$0		\$0		\$0	3	\$333	6	\$978	\$0	\$978
Subtotal	1	\$230	7	\$1,505	36	\$5,544	8	\$960	4	\$456	4	\$368	3	\$333	63	\$9,396	\$304	\$9,700
Total Direct Labor	2	\$460	16	\$3,413	102	\$14,652	16	\$1,824	32	\$3,536	8	\$728	3	\$333	179	\$24,946	\$304	\$25,250
Other Direct Costs																		
Communications (3% of BHC Total Direct Labor)																		\$748
Subtotal																		\$748
GRAND TOTAL																		\$25,998

* Work Under Task 1 was performed using 2018 billing rates. Rates under Task 2 that might be requested by the City are proposed with 2019 billing rates that reflect salary adjustments of project staff.



CITY OF STANWOOD COUNCIL COMMITTEE MEMO

ITEM: 3

DATE: May 6, 2019

SUBJECT: Community Survey – Proposal from Washington State University

CONTACT PERSON: Jennifer Ferguson, City Administrator

ATTACHMENTS: A – WSU Proposal for Community Survey

SUMMARY

The City of Stanwood has grown in recent years and is transforming into an established community. The City also serves residents living on Camano Island. Most Stanwood residents are commuters to employment centers in the greater Puget Sound core. With Stanwood's recent and rapid growth, the City has worked with Washington State University to prepare a proposed scope of work to conduct a community feedback survey for residents of Stanwood and Camano Island to assist with the City's strategic planning efforts.

DISCUSSION

This project is one of six inter-related work-plan items all of which are focused on evaluation of the community's desired levels of service, how to best align our resources to meet them, and how to enhance communications both to our citizens and to hear back from them on their satisfaction. The inter-related 2019-2020 work plan items include:

- Community Survey
- Organization Assessment and Staffing Analysis
- Enhanced "city-centric" Discover Stanwood Camano
- Modernize/improve city website
- Create Communications/Public Engagement Toolkit
- Strategic Plan

The approach to the community survey includes:

1. One random sample survey to Stanwood households
2. Two opportunity sample surveys – one to Stanwood residents and one to Camano Island residents
3. Paper versions of the random sample survey for Stanwood households

The community survey is planned for completion over the next six months, after a contract is executed. The WSU proposal budget is \$30,900 and is included in the general and utility fund budgets.



Metropolitan Center for Applied Research & Extension

WASHINGTON STATE UNIVERSITY
EXTENSION

Date: April 25, 2019

To: Jennifer Ferguson, City of Stanwood

From: Martha Aitken and Brad Gaolach, WSU Metropolitan Center

Subject: Proposal for a Community Survey for Stanwood and Camano Island, Washington

Proposal Background

On February 26, 2019, Metropolitan Center for Applied Research and Extension (Metro Center) Assistant Director, Martha Aitken, along with WSU faculty members Season Hoard and Justin Smith, met by phone with City of Stanwood (City) leaders to discuss options for implementing a community feedback survey for residents of Stanwood and Camano, Washington, to assist with the City's strategic planning efforts. At the City's request, we developed a 'menu' of four options encompassing different approaches for conducting the survey with the strengths and weaknesses of each approach noted, plus additional information and options for visualizing the results of the survey. On April 22, we were informed of the City's preferred approach for conducting the survey. This approach is described in the following proposal.

About the Metro Center

The Metro Center helps Washington's cities and metropolitan communities create vibrant economies, healthy communities, and sustainable environments by connecting decision-makers with the expertise of Washington State University. Using a project-based and client centered approach, we produce practical solutions to the challenges that cities face, helping them build capacity to create sustainable solutions for the future.

For each project, we assemble a unique team with the necessary expertise and attributes to successfully complete all project goals. Potential team members were contacted during the creation of this proposal to ensure that we are able to undertake and fulfill the proposed actions. They include:

- Season Hoard, Ph.D., a Project Manager with WSU's Division of Governmental Studies and Services (DGSS) who specializes in developing applied research design and conducting evaluation research, and has expertise in survey sampling, design, implementation and analysis.
- Justin Smith, Ph.D., is a data scientist with the Metro Center whose expertise includes developing technology solutions to support research and adaptive decision making, data visualization, data collection, spatial analysis, and developing novel technologies to support community engagement and data collection networks, resilience investment, and regional planning.

Survey Sampling Definitions

- **Random Sampling** – every person has an equal chance of being selected for the survey. It is statistically more robust and allows for generalization to the entire population with a greater level of confidence. If response rates are high enough, random sampling may allow for comparisons of subgroups of respondents (e.g. age, sex, race).
- **Opportunity Sampling** – people who are easy to reach, or who self-select, participate in the survey. Opportunity sampling contains a range of sampling techniques including convenience sampling (inviting participants to the survey who are easy to reach, e.g. at community meetings, etc.) and self-selection sampling (advertising the survey in a variety of forums and allowing participants to voluntarily take the survey).

Scope of Work

The Metro Center will conduct two types of surveys:

- One **random sample** survey of households in Stanwood
- Two **opportunity sample** surveys - one of Stanwood residents and one of Camano Island residents.

Random Sample Survey

A random sample of 1,500 Stanwood households will receive a mailed, postcard invitation to participate in an online survey. Two follow-up postcard reminders will be sent to encourage participation. The City will provide the Metro Center with mailing addresses, in Word or Excel, for a sufficient number of contacts to develop a random sample. The Metro Center will design (with input from the City), print and mail the postcards.

Opportunity Sample Survey

The Metro Center will work with the City to develop a plan to distribute an online survey link through multiple channels such as online advertising, local newspapers, community events, and through Stanwood businesses. The City will be responsible for implementing the distribution of the online link.

Survey Content

One survey will be created for each community. Survey questions will be developed by the Metro Center's project team in consultation with the City.

- **Stanwood survey:** will ask questions related to community member attitudes toward city government, services, programs and activities, and socio-demographic items, permitting statistical comparisons of segments of the population to make valid comparisons of subgroups of respondents (e.g. age, sex, race). The same survey will be used for both the Stanwood random sample and the opportunity sample. Maximum survey length: 35 questions.
- **Camano Island survey:** will be a shorter version of the Stanwood survey focused on garnering data on businesses and city services, etc. in Stanwood used by Camano Island residents. Maximum length: 25 questions.

Paper Surveys

Although the surveys will be filled out primarily online, the Metro Center will print 100 copies of the Stanwood survey which may be distributed to residents as the City chooses. The City will provide all resources for distributing the printed surveys and returning them for analysis in Pullman. The Metro Center will provide guidance on how to distribute the printed surveys to ensure confidentiality.

Metro Center Deliverables

- Analysis and appropriate statistical tests for data collected
- Final report
- Cut-sheets for presenting results

Budget: \$30,900

Budget includes staff time, in-state travel as needed, postcard printing and postage, paper survey printing, and WSU's federally negotiated indirect rate. The City will be responsible for costs related to advertising the online survey for the opportunity sample, distributing and returning paper surveys, and for any costs associated with providing a sufficient number of mailing addresses to the Metro Center in an acceptable format.

Timeline:

Six-month performance period once a contractual agreement has been reached. Estimated timeline:

- Develop and finalize survey instrument (month 1)
- Implement the survey (months 2-4)
- Clean and analyze data (month 5)
- Draft survey report (months 5-6)
- Draft cut-sheets and other data visualization as applicable (month 6)
- Present final survey report and cut-sheets (month 6)

WSU Metropolitan Center Proposal Contacts

Martha Aitken, Assistant Director
901 Fifth Avenue, Suite 2900
Seattle, WA 98164
aitkenm@wsu.edu
206-219-2429

Brad Gaolach, Director
915 N Broadway
Everett, WA 98201
gaolach@wsu.edu
425-405-1734

NOTE: This proposal has not been reviewed by WSU contracting or finance offices. As such, it is subject to modification as part of the formal contracting process. Any budget estimates include a good faith assessment of the appropriate Facilities and Administration (F & A or Indirect Cost) recovery rates (26% for most activities herein), which may also be changed after formal review. This proposal is provided to facilitate discussion and negotiation, but does not constitute a formal offer or the basis of a formal contract – which may only be executed by the WSU Office of Research Support and Operations.



**CITY OF STANWOOD
PUBLIC WORKS COMMITTEE
AGENDA STAFF REPORT**

ITEM NUMBER: 2
DATE: May 6, 2019
SUBJECT: Does the City want to establish a community workforce agreement
CONTACT PERSON: Kevin Hushagen, Public Works Director
ATTACHMENTS: A) Community Workforce Agreement

ISSUE

The issue in front of the Public Works Committee is to decide if they want to recommend to full Council entering into a community workforce agreement after having listened to a presentation from the Northwest Building and Construction Trades Council (NWBCTC) regarding efforts to implement a Community Workforce Agreement to promote apprenticeship opportunities in the area.

Community Workforce Agreement

I. PURPOSE

The purpose of this Community Workforce Agreement (CWA) is to promote opportunities for (Awarding agency) and surrounding area residents to have a clear and seamless pathway into apprenticeship opportunities. This CWA identifies the roles, responsibilities and establishes a working relationship between (Awarding agency) and the Northwest Washington Building and Construction Trades Council (NWBCTC) for activities promoting and providing access to (Awarding agency) and surrounding area residents generating apprenticeship opportunities.

II. ROLES and RESPONSIBILITIES

(Awarding agency) and the NWBCTC agree to carry out the following lead roles and responsibilities to accomplish the goals of this Community Workforce Agreement:

Roles and Responsibilities of the Northwest Washington Building and Construction Trades Council

- Actively work with Washington State approved apprenticeship and training programs to identify and recruit under-represented groups in the construction trades (i.e., women and minorities), and support (Awarding agency) in their efforts to increase the participation of these designated groups.
- Provide information and assistance to (Awarding agency) to develop and implement an articulated program that will provide (Awarding agency) graduates and (Awarding) County residents a clear and seamless pathway into apprenticeship opportunities.
- Provide (Awarding agency) and its contractor's information regarding apprenticeship opportunities, including services and assistance, to meet RCW 39.04.320.
- Provide technical assistance to (Awarding agency) in the form of sample bid specifications, reporting forms and other relevant documents in order to enhance the ability of (Awarding agency) to generate apprenticeship opportunities.
- Assist and direct (Awarding agency) in the development and enforcement of a tracking system to measure and report all data to analyze program effectiveness.
- Work with Project Contractors and subcontractors as appropriate to assist in meeting the overall participation goals and requirements for new apprenticeship opportunities

Roles and Responsibilities of (Awarding agency)

- Promote and encourage participation of (Awarding agency) high schools in an articulated pre-apprenticeship program that will provide students with a clear and seamless pathway into apprenticeship opportunities.
- Recruit and refer eligible and qualified candidates to the appropriate apprenticeship opportunities.
- Support the apprenticeship utilization goals on all (Awarding agency) school projects.
- Meet RCW 39.04.320 and the exceptions contained therein of 15% of the total construction labor hours to be performed by participants in apprenticeship and training programs. Such apprentices shall be enrolled in apprenticeship programs approved or recognized by the State of Washington.
- Develop a tracking system to measure and report the number of apprentices, the hours worked by them and other pertinent data to analyze program effectiveness.
- Meet with Northwest Building Trades Council in the UA 26 Building located at 780 Chrysler Dr. Burlington, WA 98233, on the third (3) Wednesday of each month at 10:30 am or upon 48-hour notice meet at 12:00 (noon) in an agreed upon MSD Schools location. By request of either party, this monthly meeting may be postponed until the following month, but not to exceed two (2) consecutive month's time without meeting about apprenticeship utilization.

III. APPRENTICESHIP UTILIZATION

(Awarding agency) shall require Project Contractors and subcontractors to implement project apprenticeship programs to meet the requirements of RCW 39.04.320 and to endeavor to meet the goals of this Memorandum of Understanding. The Trades shall assist (Awarding agency) and the Project Contractors and subcontractors in locating and supplying apprenticeship labor in each craft who will participate in training and on the job opportunities to increase the skills of the workforce in (Awarding agency County). Crafts that are The unions within the Trades will not be required to violate the terms of their respective collective bargaining agreements in locating and supplying such apprenticeship labor.

(Awarding agency) shall contractually require the Project Contractors and subcontractors to commit to meet the project apprenticeship participation requirements of fifteen percent (15%) of the total contract labor hours, excluding off-site vendors and suppliers, subject to RCW 39.04.320 and the exceptions contained therein.

The Trades shall provide, upon request by a Project Contractor or any subcontractor signatory to the appropriate CBA, sufficient quantities of qualified, registered

(Washington State Apprenticeship Training Council), approved apprentices to complete assigned tasks. During the initial construction planning period for each project, (Awarding agency) shall require the Project Contractor and subcontractors to prepare and submit a plan for qualified apprenticeship participation. The plan of the Project Contractor and each subcontractor shall estimate the total contract labor hours in order to establish the framework for apprenticeship participation.

(Awarding agency) shall require that the Project Contractor and each subcontractor provide a monthly report of apprentices used that month by craft and trade at each tier and level of work. The report will provide an ongoing update of the progress towards the originally submitted plan.

- a) The apprenticeship monthly report shall identify the individual apprentices who participated.
- b) The apprenticeship program participation requirements shall apply to the total project costs for each project, inclusive of all change orders and amendments to the contract.
- c) All apprenticeship and workforce reports are to be in electronic form. The fields and types of information requested shall be determined mutually between (Awarding agency) and the Project Contractors; with consultation from the Olympic Peninsula Building Trades Council
- d) Bidders shall submit post-bid verification that the subcontractors have been notified of the apprenticeship program requirements.

IV. HELMETS TO HARDHATS.

(Awarding agency) and the Trades recognize a desire to facilitate the entry and training of veterans interested in careers in the building and construction industry. (Awarding agency) and the Trades shall encourage the Project Contractors and subcontractors to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (Center) and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support networks, employment opportunities and other needs as identified by the parties.

(Awarding agency) and the Trades shall endeavor to coordinate with the Center to create and maintain an integrated database of veterans interested in working on these projects and of apprenticeship and employment opportunities for these projects. To the extent permitted by law, the Trades will give credit to such veterans for bona fide, provable past experience.

V. TERMINATION

This Memorandum of Understanding may be terminated by any of the participants upon thirty (30) days written notice, after a suitable attempt has been made through a meeting of the represented parties to resolve any disagreements hereunder. This Memorandum of Understanding shall expire upon the completion of the projects identified herein. No rights or remedies are created by this Memorandum of Understanding.

VI. SIGNATURES

DRAFT



CITY OF STANWOOD COUNCIL COMMITTEE MEMO

ITEM: 6
DATE: May 6, 2019
SUBJECT: Johnson Farm Leases
CONTACT PERSON: Jennifer Ferguson, City Administrator
ATTACHMENTS: N/A

SUMMARY

The City of Stanwood purchased a portion of the Johnson Farm property in 2018 and entered into a Grant Deed of Agricultural Conservation Easement with the PCC Farmland Trust. The farm includes a number of facilities including two houses and multiple outbuildings which are currently leased to tenants who are the former owners of the Johnson Farm. Those leases are set to expire June 1, 2019 and the existing tenants are requesting to remain, as tenants, at the farm site.

DISCUSSION

Included in the 2019-2020 city work plan is the master planning effort for the Ovenell and Johnson Farms to determine best and eligible uses of the sites. While the master planning occurs, staff believes that having tenants reside on site, serving as caretakers of the property, is an ideal scenario to ensure that the property is secure and monitored. Staff will be conducting a site visit on May 9th to view the facilities.

Draft leases have been reviewed by legal counsel and monthly lease revenues are anticipated to be \$1,000+/month.



CITY OF STANWOOD COUNCIL COMMITTEE MEMO

ITEM: 1
DATE: May 6, 2019
SUBJECT: Stanwood Library Request for Amendment
CONTACT PERSON: Jennifer Ferguson, City Administrator
ATTACHMENTS: A – Stanwood Library Request
B – Stanwood Library Annexation Agreement

SUMMARY

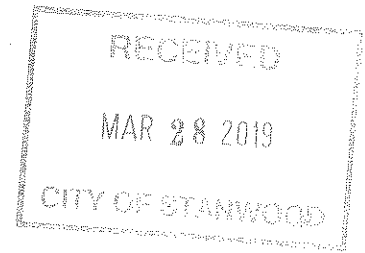
The Stanwood Library, is located at 9701 271st Street NW in the City's Central Downtown District and is a popular destination for all community members. The City is in receipt of a request from the Stanwood Library Board to amend the Annexation Agreement, dated January 2016, by removing the location and time restriction. In this agreement, the Library agreed to stay in the downtown districts until 2023; however, they request removal of the restriction for better flexibility to plan for the Library's future. The City of Stanwood owns the current library building and provides all maintenance and property management services.

DISCUSSION

Should the City amend the Annexation Agreement regarding required location?
Consider uses of the facility should the Library relocate to a new facility.

The Library request has been considered by the Community Development and Finance Committees with most committee members in favor of the amendment

Stanwood Library Board
9701 271st Street NW
Stanwood, WA 98292



March 12, 2019

The Honorable Leonard Kelley
Stanwood City Council Members
City of Stanwood
10220 270th Street NW
Stanwood, WA 98292

Dear Mayor Kelley and City Council Members,

In 2014, Stanwood voters approved the annexation of the Stanwood Library services into the Sno-Isle Library District. The Annexation Agreement with Sno-Isle was put into effect January 2016. A section of the Annexation Agreement (7.6.1) requires that any new library building be located "within the City's downtown center" for a period of seven years, until 2023.

Sno-Isle Libraries included a recommendation for replacement of the Stanwood Library building in its 2016-2025 Capital Facilities Plan.¹ The past two years have seen increased community interest in a new library.

The Board of the Stanwood Library asks that the City Council amend the 2016 Annexation Agreement to remove the location and time restrictions. This will allow greater freedom in moving forward with engaging the community and planning for the Library's future.

Thank you for your consideration.

Sincerely,

Dennis Myers, Chairman
Stanwood Library Board

Approved by Stanwood Library Board Members:

Bonnie Thielke
Sue Mancer
Patty Tingle
Sandi Evans

Cc: Lois Langer Thompson
Sno-Isle Libraries Board of Trustees

¹ Sno-Isle Libraries Capital Facilities Plan - Stanwood (PDF)

**ADDENDUM NO. 1 TO AMENDED AND RESTATED
LIBRARY SERVICES AGREEMENT
BETWEEN
THE CITY OF STANWOOD
AND
SNO-ISLE INTERCOUNTY RURAL LIBRARY DISTRICT**

This Addendum No. 1 is made by and between the CITY OF STANWOOD, a Washington municipal corporation ("City"), and SNO-ISLE INTERCOUNTY RURAL LIBRARY DISTRICT, a Washington municipal corporation ("Library District"), as follows.

WHEREAS, the City and the Library District entered into an Amended and Restated Library Services Agreement (hereinafter "Agreement") effective as of January 1, 2013;

WHEREAS, the Agreement set forth the obligations of the City and the obligations of the Library District with regard to the Library Building and operation of the Library;

WHEREAS, the Agreement stated that the City and the Library District desire to provide for a ballot proposition to the qualified voters in the City as to whether the City should be annexed to the Library District, and the Library District is willing to equally share the costs of submitting a ballot proposition in either 2013 or 2014; and

WHEREAS, the City desires to delay submitting a ballot proposition for an additional year;

WHEREAS, the Library District values the long term partnership with the City and is willing to equally share the costs of submitting a ballot proposition through 2015;

WHEREAS, the City and the Library District mutually desire to amend the Agreement to allow the extension of the term for submission of the ballot proposition for annexation to 2015;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, the City and Library District agree as follows:

1. **Amendment to Agreement.** The Agreement is hereby amended as follows:

4.5 Effect of Annexation

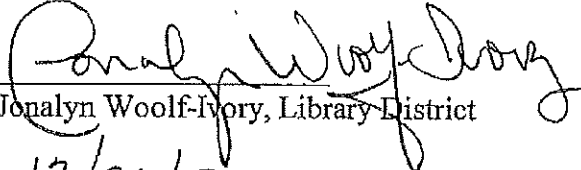
Section 4.5 of the Agreement shall be eliminated and replaced in its entirety with:

4.5 Effect of Annexation. The Library District will equally share with the City the costs of submitting a ballot proposition to the qualified voters provided such a ballot proposition occurs in or before ~~2014~~ 2015. In the event the City formally becomes part of the Library District through annexation during the term of this Agreement, the City's Annual Assessment due for the year in which annexation occurs shall continue to be paid, unless the Library District is authorized to collect taxes for library services in the City during the

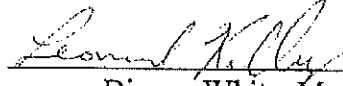
year in which annexation occurs. This Agreement shall then terminate as set forth in Section 8.2 below.\

2. **Other Terms and Conditions Remain Unchanged.** Except as amended herein, the Agreement shall remain in full force and effect as stated.

**SNO-ISLE INTERCOUNTY RURAL
LIBRARY DISTRICT:**


Jonalyn Woolf-Ivory, Library District
12/26/13
Date

CITY OF STANWOOD:


Dianne White, Mayor
11/25/13
Date

ATTEST:


City Clerk
11/25/2013
Date

APPROVED AS TO FORM:


City Attorney
11.25.13
Date

AMENDED AND RESTATED
LIBRARY SERVICES AGREEMENT

This Amended and Restated Library Services Agreement ("Agreement") is made this 31st day of December, 2012 by and between the CITY OF STANWOOD, a Washington municipal corporation (hereinafter "City") and the SNO-ISLE INTERCOUNTY RURAL LIBRARY DISTRICT, (hereinafter "Library District"), jointly referred to as "Parties", amending and restating the Library Services Agreement having an effective date of January 1, 1998, between the Parties.

WHEREAS, the City and the Library District entered into a Library Services Agreement dated as of January 1, 1998, (executed by the City on August 8, 1998, and by the Library District on August 31, 1998) (hereinafter "Original Agreement") pursuant to which the Library District provides library services to residents of the City; and

WHEREAS, the City and the Library District entered into Amendment No. 1 to the Library Services Agreement on April 28, 2003 with terms and conditions contingent on the passage of a ballot proposition to establish a Library Capital Facility Area and an associated bond measure, which said bond measure did not pass thereby nullifying Amendment No. 1 to the Services Agreement; and

WHEREAS, the City and the Library District discussed certain relationship distinctions and services outlined in the Original Agreement and reached an agreement that the Library District shall assume responsibility of arranging for, and paying directly for, janitorial services, effective January 1, 2009; and

WHEREAS, the City and the Library District desire to modify annual contract fees for Library District services over a three-year period, to a basis equivalent to that which would be paid by the taxpayers of the City if the City were annexed to the Library District; and

WHEREAS, the City and the Library District desire to bring increased clarity to certain obligations for the general appearance, maintenance and repair of the facility; and

WHEREAS, the City and the Library District desire to provide for a ballot proposition to the qualified voters in the City as to whether or not the City should be annexed to the Library District, and the Library District is willing to equally share the costs of submitting a ballot proposition in either 2013 or 2014;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, the City and the Library District agree as follows:

1.0 Effective Date

This Agreement shall be effective as of January 1, 2013.

2.0 Library Services

The Library District shall provide "Library Services" at the Stanwood Library, including without limitation books, staff, equipment, etc. which services shall be in accordance with RCW Chapter 27.12 ("Library Services") as further described in Exhibit A (incorporated by this reference) within the boundaries of the City, including any areas that may be annexed to the City during the term of this Agreement.

3.0 Facilities

The City shall be responsible for all building repairs or replacement of capital items that are part of the City-owned facilities. The Library District shall arrange for and pay for janitorial services. The Parties agree that all non-janitorial service requests shall be initiated with the City through the Library District's Facility Manager (or responsible designee).

3.1 City Obligations.

- 3.1.1 The City shall provide the Library District with City-owned building space known as the Stanwood Library, at 9701 271st Street, NW, Stanwood, WA, ("Library Building") together with associated grounds and parking facilities, hereinafter ("Premises"), at no rental cost, together with current furnishing, to facilitate the Library District's provision of Library Services.
- 3.1.2 The City shall undertake its duties and responsibilities for care of the Premises under this Agreement professionally and with all appropriate skill, care and diligence.
- 3.1.3 The City shall engage such employees, vendors, suppliers, and retain such agents, contractors and subcontractors as are reasonably necessary or appropriate in accordance with the obligations or liabilities under or pursuant to this Agreement.
- 3.1.4 The City shall keep the Premises in good order and repair at all times and shall be responsible for maintaining the Library Building including without limitation, foundation, walls, roof, HVAC, electrical and plumbing.
- 3.1.5 The City shall provide utility services and landscaping services to the Premises and shall maintain its surrounding grounds including sidewalk and parking lot to include snow/ice removal.
- 3.1.6 The City shall be responsible for maintaining its own furnishings and equipment.
- 3.1.7 To the extent permitted by law, the City may assist the Library District in soliciting donations and in kind services for purposes of care of the Premises.

3.2 Library District Obligations.

- 3.2.1 The Library District shall undertake its duties and responsibilities for care of the Premises under this Agreement professionally and with all appropriate skill, care and diligence.

- 3.2.2 The Library District shall engage such employees, vendors, suppliers, and retain such agents, contractors and subcontractors as are reasonably necessary or appropriate in accordance with the obligations or liabilities under or pursuant to this Agreement.
- 3.2.3 The Library District shall at all times keep the Premises neat, clean, and in a sanitary condition and shall preserve said premises in good repair except for reasonable wear and tear and damage by fire or other unavoidable casualty.
- 3.2.4 The Library District shall contract for and bear the cost of janitorial services to maintain the Premises. Janitorial services will generally consist of routine waste disposal, periodic carpet cleaning, window washing, collection and disposal of debris on the grounds and changing of light bulbs. The City agrees to permit the Library District to perform minor facility repairs as may occur from time to time provided such repairs are within the scope of a janitorial service contract which shall be made available to the City.
- 3.2.5 The Library District shall be responsible for maintaining its own furnishings and equipment.
- 3.2.6 The Library District agrees to not store or deposit materials, supplies or other objects on the exterior of the Premises without the permission of the City.
- 3.2.7 The Library District shall not permit dangerous wastes, hazardous wastes, or extremely hazardous wastes as defined by RCW 70.105.010, *et seq.* to exist on the Premises and shall, at the Library District's sole expense, undertake to comply with all rules, regulations and policies of the Washington State Department of Ecology and the United States Environmental Protection Agency.
 - 3.2.7.1 The Library District shall promptly notify the City of the existence of dangerous wastes, hazardous wastes, or extremely hazardous wastes as required by state and federal regulations. The Library District shall comply with any requirements for hazardous waste disposal as may be imposed by RCW 70.105D.030 and the State Department of Ecology.
- 3.3 Parking. The City shall provide parking on the Premises in accordance with an agreed-upon plan for parking facilities for all motor vehicles in connection with the Library District's business.
- 3.4 Surrender of Premises. The Library District agrees that at the expiration or termination of this Agreement, the Library District will quit and surrender said Premises in a neat and clean condition and will deliver to the City all keys to all buildings on the Premises.

4.0 Compensation for Library Services

- 4.1 Contract Fee Formula. In consideration of the Library Services provided by the Library District, the City shall be assessed a sum of money determined by (i) multiplying the City's previous year's Contract Fee by the percentage rate increase of the Library District's property tax levy, limited to one hundred and

three percent (103%), plus (ii) the value of the new construction and annexation with the City multiplied by the Library District's previous year's levy rate.

4.2 Annual Assessment

4.2.1 Calendar Year 2013. Commencing January 1, 2013, the City shall pay to the Library District an Assessment in the following amount:

4.2.1.1 The amount determined for said year by using the Contract Fee Formula set forth in Section 4.1 of this Amendment; plus

4.2.1.2 One-third (1/3) of the difference between the amount determined pursuant to paragraph 4.2.1.1 of this Subsection 4.2.1 and the amount of the Annual Assessment that would otherwise be payable as determined under Subsection 4.2.3 below if it were then in effect.

4.2.2 Calendar Year 2014. Commencing January 1, 2014, the City shall pay to the Library District an Assessment in the following amount:

4.2.2.1 The amount determined for said year by using the Contract Fee Formula set forth in Section 4.1 of this Amendment; plus

4.2.2.2 Two-thirds (2/3) of the difference between the amount determined pursuant to paragraph 4.2.2.1 of this Subsection 4.2.2 and the amount of the Annual Assessment that would otherwise be payable as determined under Subsection 4.2.3 below if it were then in effect.

4.2.3 After Calendar Year 2014. The City shall pay to the Library District, each year during the term of this Agreement, after calendar year 2014 referenced in Subsection 4.2.2, above, an Annual Assessment equal to the amount determined by multiplying the Library District's then current uniform tax levy rate for the Library District pursuant to RCW 27.12.150 for all approved Library District levies, including without limitation, all regular and excess levies (the "Levy Rate") by the taxable value of all property located within the corporate boundaries of the City, as determined by the Snohomish County Assessor (the "Tax Base"). The amount determined each year by multiplying the Levy Rate by the Tax Base shall be the "Annual Assessment" and shall be paid by the City to the Library District not later than December 15 of each year during the term of this Agreement.

4.3 Adjustment for Utility

4.3.1 After the Contract Fee Formula and Annual Assessments have been determined and totaled for each year, all actual expenditures by the City for utilities associated within any City library facility used by the Library District for the prior year shall be deducted from this total.

4.3.2 The City shall submit to the Library District on or before February 1 of each year a detailed record of all utility expenses associated with any City library facility used by the Library District for the previous year in which a credit is claimed. The Library District may review the supporting invoices and other documentation for utility expenses for which a credit is claimed.

- 4.3.3 Sample Formula. Exhibit B to this Agreement, attached and incorporated by this reference, is a sample calculation demonstrating the application in the terms of this Section 4.3
- 4.4 Payment. The Library District shall send invoices to the City for the amount of the Annual Assessment at least thirty (30) days prior to the payment due date. Late payments shall be assessed interest at the rate of twelve percent (12%) per annum until paid, on the unpaid portion of such Annual Assessment remaining unpaid more than fourteen (14) days following the payment due date.
- 4.5 Effect of Annexation. The Library District will equally share with the City the costs of submitting a ballot proposition to the qualified voters provided such a ballot proposition occurs in either 2013 or 2014. In the event the City formally becomes part of the Library District through annexation during the term of this Agreement, the City's Annual Assessment due for the year in which annexation occurs shall continue to be paid, unless the Library District is authorized to collect taxes for library services in the City during the year in which annexation occurs. This Agreement shall then terminate as set forth in Section 8.2 below.

5.0 Annual Budget

- 5.1 Scope. The Annual Budget shall include only reasonable and necessary expenditures for the provision of Library Services.
- 5.2 Budget Administration and Accountability. The Library District shall be responsible for the total administration of the Annual Budget. The Library District shall provide accurate Budget reports to the City and to the City's Council as requested, including reports of any and all amendments to the Annual Budget.
- 5.3 Accounting Standards. The Annual Budget shall be prepared in accordance with the statutory requirements relating to library districts and the Budgeting and Reporting System (BARS) Manual as established by the Washington State Auditor's Office.

6.0 Allocation of Liability; Indemnification

- 6.1 The City and the Library District, for themselves, their officers, elected and appointed officials, employees and agents (collectively "personnel") shall each at all times be solely responsible for their own acts and omissions and for all acts and omissions of their own personnel, when any such acts or omissions arise from or are connected with performance of this Agreement.
- 6.2 The City and the Library District agree to save, hold harmless and indemnify the other from all cost, expense, loss, liability and/or damage, including without limitation bodily injury or damage to property or the cost of consultants, defense or reasonable attorneys' fees, which may be incurred in connection with or as a result of any act or omission of the indemnifying party.
- 6.3 For purposes of this section, each Party expressly waives its immunity under RCW Title 51, to the extent necessary to give full effect to the provisions of Subsection 6.2.

7.0 Insurance

- 7.1 Property Insurance. Each party shall procure and maintain for the duration of this Agreement property insurance coverage for their respective property on a replacement cost basis if available at commercially reasonable rates and otherwise on a fair market value basis.
- 7.2 Liability Insurance. The Library District and the City shall each procure and maintain for the duration of this Agreement liability insurance against claims for injuries to persons or damage to property which may arise from their respective actions in connection with this Agreement. The liability insurance shall minimally conform to the following requirements:
 - 7.2.1 Certificate of Insurance. Each Party shall provide a certificate of insurance to the other Party evidencing each of the required liability coverage. The City shall be named as an additional insured on the Library District's Commercial General Liability and Public Officials Liability insurance policies, and a copy of the endorsement naming the City as an additional insured shall be attached to the certificate of insurance.
 - 7.2.2 Automobile Liability insurance covering all vehicles of each Party shall be maintained with coverage limits of no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
 - 7.2.3 Commercial General Liability insurance written on an occurrence basis shall be maintained with coverage limits of no less than one million dollars (\$1,000,000) combined single limit per occurrence and two million dollars (\$2,000,000) aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU), if applicable; and employer's liability.
- 7.3 Deductible. Any payment of deductible or self-insured retention shall be the sole responsibility of the Party procuring the insurance.
- 7.4 Coverage. The insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The insurance shall be primary insurance with respect to the other Party in accordance with insurance industry conventions. Each Party shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage of the other Party. In the event of a default by either Party in providing the insurance set forth above, the other Party may procure any such insurance and deduct or add the cost thereof from its next Contact Fee as the case may be. All the insurance requirements of the City under Section 7.2 and Subsections 7.2.1, 7.2.3 and 7.2.4 are considered fulfilled by the City's membership in the Association of Washington Cities Risk Management Services Agency, provided such membership provides required coverage for all such liability risks.
- 7.5 Mutual Waiver of Claims. The Library District and the City each release and relieve the other, and waive their right of recovery against the other, for loss or damage to their respective property which arises out of the occurrence of any peril

normally insured against in a standard "all risk" property insurance policy. Each Party shall have its respective insurer endorse the applicable insurance policies to reflect the foregoing waiver, provided that such endorsement shall not be required if the applicable insurance policy permits the named insured to waive rights of subrogation on a blanket basis, in which case such blanket waiver shall be acceptable.

7.6 In Event Of Loss

7.6.1 Total Destruction. The Stanwood Library is an important public facility. In the event that the current library building located at 9701 271st Street NW is destroyed, or suffers catastrophic loss, or the Library District wishes to construct a new library within the City limits, the Library District agrees for up to seven (7) years from the effective date of the Annexation Agreement (Exhibit C) to locate the Stanwood Library within the City's downtown center as defined by the area incorporating East Stanwood, the 271st Street Corridor, and West End unless otherwise agreed upon by the Parties. After the annexation to the Library District has been effective for more than seven (7) years, and the current library building is destroyed, or suffers catastrophic loss, or the Library District wishes to construct a new library, the City and the Library District shall meet and negotiate in good faith concerning different terms as appropriate for this Agreement.

7.6.2 Partial Destruction. In case of partial destruction, the insurance proceeds shall be used for repairing the damage.

8.0 Term

8.1 The term of this Agreement commences on the effective date of this Agreement and shall continue thereafter until either party elects to terminate this Agreement by delivering written notice to the other party at least one hundred eighty (180) days prior to the end of the calendar year in which the electing party desires to terminate this Agreement; provided, however, if the City is annexed into the Library District, the City and the Library District shall immediately thereafter enter into an Annexation Agreement, Exhibit C, in the form attached hereto and by this reference incorporated herein, and this Agreement shall thereafter terminate without further notice or action by either party upon the Effective Date of said Annexation Agreement.

8.2 Termination by Annexation. If the City annexes into the Sno-Isle Intercounty Rural Library District during the term of this Agreement, then this Agreement shall be terminated following the annexation at the beginning of the first year in which the Library District begins to receive tax revenue from the annexed areas.

9.0 General Terms and Conditions

9.1 Severability. If any provision of this Agreement or its application is held invalid, the remainder of this Agreement and its application shall not be affected.

9.2 Integration; Modification. This Agreement represents the entire agreement between the Parties and supersedes all other agreements whether oral or written. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on either of the Parties unless executed in writing by

authorized representatives of the Party against whom the change, termination or waiver is claimed. This Agreement shall not be modified, supplemented or otherwise affected by course of dealings between the Parties.

- 9.3 Notices. All notices, requests, demands and other communications required by this Agreement shall be in writing and, except as expressly provided elsewhere in this Agreement, shall be deemed to have been given at the time of delivery if personally delivered, or at the time of mailing if mailed first class, postage prepaid and addressed to the Party at its address as stated in this Agreement or at such address as any Party may designate at any time in writing.
- 9.4 Authority. By and through their signatures below, each party warrants to the other that it is fully authorized to enter into this Agreement and has performed all of the actions required for such authorization, provided that any defect in such performance or authorization shall not release that Party from its obligations under this Agreement.
- 9.5 No Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the Library District and the City. This Agreement shall confer no benefits, direct, indirect or implied, on or to any third persons, and no third persons shall claim any such benefits.
- 9.6 Dispute Resolution. In the event of a dispute relating to the interpretation, application or performance of this Agreement, the principals of each Party agree to meet within twenty (20) days of written notice of the dispute to negotiate a resolution in good faith. In the event the dispute remains unresolved thirty (30) days after such meeting, the Parties may jointly or individually seek professional mediation and/or jointly or individually apply to the Superior Court for Snohomish County for such relief as may be deemed appropriate.
- 9.7 Attorneys' Fees. The prevailing Party in any dispute arising under or in connection with this Agreement shall be entitled to an award of its reasonable costs and attorney fees against the non-prevailing Party.
- 9.8 Re-Opener. By mutual agreement of the Parties, any provision of this Agreement may be re-opened for possible modification.

WHEREFORE, the parties enter into this Amended and Restated Library Services Agreement and agree to be bound by its terms and conditions and to faithfully adhere to the same.

SNO-ISLE INTERCOUNTY RURAL LIBRARY DISTRICT

By: Gregory M. DeFazio
Its: Board President

CITY OF STANWOOD

By: Deanne White
Its: Mayor

Attest:

By: Alex Pham
Its: CITY CLERK

Approved As to Form:

By: Donna Wee
City Attorney



**CITY OF STANWOOD
PUBLIC WORKS COMMITTEE
AGENDA STAFF REPORT**

ITEM NUMBER: 4

DATE: May 6, 2019

SUBJECT: Pioneer Hwy Bid Acceptance – Faber Construction

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS: A) Bid Tab
B) Faber Construction Bid

ISSUE

The issue in front of the Public Works Committee is an update on the contract going to Council on Thursday, May 9, 2019 to award a contract to Faber Construction for the Pioneer Highway Upgrade Phase I - 72nd Avenue interceptor project.

RECOMMENDATION

Staff is asking the Committee to recommend to full Council to authorize the Mayor to enter into an agreement with Faber Construction.

SUMMARY STATEMENT

The City selected BHC Consultants off of the on-call list to do an analysis of the sewer main on Pioneer Highway. The need to upsize a sewer main for future flows at the east end of Pioneer Highway had been identified and an alignment, system impact and design was needed. It was also identified that the line running through Emerald Glen would need to be upsized if the current alignment were to be used.

DISCUSSION

The line running through the Emerald Glen development runs very close to houses and through an easement that also goes through a wooded area and back out to Pioneer Highway. One of the alignments for the new line was to continue the main on 72nd Avenue south to Pioneer Highway and then west to connect back to the line in Pioneer Highway. This alignment would allow for the main to be all within right-of-way and avoid the houses, improvements and woods along the old line. It would also allow for the work

to be done without impacts to current customers. BHC designed this new route with the upsized line and the project was put out to bid.

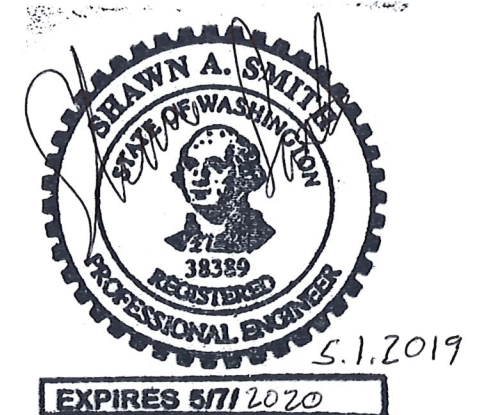
This project will work in conjunction with the new line the school district is installing under SR532 as part of their new high school project.

FINANCIAL IMPACT

Faber Construction's bid was \$652,598.86. The current budget for this project is \$900,000. To date \$28,276.83 has been spent out of this fund. Along with the Faber contract there will be additional inspection, testing and consultant fees, but the overall costs are anticipated to be well within the budgeted amount.

Project Budget	\$900,000.00
Misc. Expenditures to date	\$ 28,276.83
Faber Construction Bid	\$652,598.86
Fund Balance <i>for inspections, testing and consultant fees</i>	\$219,124.31

Pioneer Hwy Upgrades Phase I - 72nd Ave Interceptor					Engineer's Estimate		FABER CONSTRUCTION		SRV CONSTRUCTION		PLATS PLUS, INC.	
Bid Opening: April 30, 2019 at 2:00pm 10220 270th St NW, Stanwood 98292							131 East Grover, Lynden, 98264 360-354-3500		PO Box 507, Anacortes, 98221 360-675-7100		720 Cedar Ave Ste C, Marysville, 98270 360-657-4720	
Construction Cost Estimate							Received with bid: 5% Bid Bond, Addendum 1, Non-Collusion, Statement of Bidder Qualifications		Received with bid: 5% Bid Bond, Addendum 1, Non-Collusion, Statement of Bidder Qualifications		Received with bid: 5% Bid Bond, Addendum 1, Non-Collusion, Statement of Bidder Qualifications	
Item No.	Spec Ref.	Item Description	Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	1-09	Mobilization	1	LS	\$60,000	\$60,000	\$ 104,770.00	\$ 104,770.00	\$ 95,500.00	\$ 95,500.00	\$ 39,435.00	\$ 39,435.00
2	1-05	Record Drawing (Minimum \$3,000)	1	LS	\$3,000	\$3,000	\$ 3,593.00	\$ 3,593.00	\$ 3,000.00	\$ 3,000.00	\$ 4,500.00	\$ 4,500.00
3	2-09	Trench Safety Systems	1	LS	\$52,000	\$52,000	\$ 9,276.00	\$ 9,276.00	\$ 10,750.00	\$ 10,750.00	\$ 42,500.00	\$ 42,500.00
4	1-04	Final Cleanup and Restoration	1	LS	\$13,700	\$13,700	\$ 11,117.00	\$ 11,117.00	\$ 18,100.00	\$ 18,100.00	\$ 6,500.00	\$ 6,500.00
5	1-10	Project Temporary Traffic Control	1	LS	\$12,000	\$12,000	\$ 51,739.00	\$ 51,739.00	\$ 89,000.00	\$ 89,000.00	\$ 97,850.00	\$ 97,850.00
6	2-02	Removal of Structures and Obstructions	1	LS	\$9,700	\$9,700	\$ 15,286.00	\$ 15,286.00	\$ 5,250.00	\$ 5,250.00	\$ 15,250.00	\$ 15,250.00
7*	2-02	Potholing	8	EA	\$1,000	\$8,000	\$ 634.00	\$ 5,072.00	\$ 470.00	\$ 3,760.00	\$ 1,000.00	\$ 8,000.00
8*	2-09	Removal and Replacement of Unstable Base Material	26	CY	\$100	\$2,600	\$ 94.00	\$ 2,444.00	\$ 100.00	\$ 2,600.00	\$ 65.00	\$ 1,690.00
9*	4-04	Crushed Surfacing Top Course for Road Base	70	TN	\$44	\$3,080	\$ 26.00	\$ 1,820.00	\$ 111.00	\$ 7,770.00	\$ 55.00	\$ 3,850.00
10*	4-04	Crushed Surfacing Base Course for PCCP Base	26	TN	\$44	\$1,144	\$ 36.00	\$ 936.00	\$ 111.00	\$ 2,886.00	\$ 56.00	\$ 1,456.00
11*	4-04	Ballast for Road Base	137	TN	\$31	\$4,247	\$ 31.00	\$ 4,247.00	\$ 48.00	\$ 6,576.00	\$ 55.00	\$ 7,535.00
12*	5-04	HMA Class 1/2-inch PG 64-22 (Permanent)	125	TN	\$260	\$32,500	\$ 186.00	\$ 23,250.00	\$ 243.00	\$ 30,375.00	\$ 200.00	\$ 25,000.00
13*	5-04	HMA Class 1/2-inch PG 64-22 (Temporary)	40	TN	\$200	\$8,000	\$ 335.00	\$ 13,400.00	\$ 80.00	\$ 3,200.00	\$ 200.00	\$ 8,000.00
14	7-05	Sanitary Sewer Manhole 72 In. Diam.	6	EA	\$9,800	\$58,800	\$ 7,776.00	\$ 46,656.00	\$ 9,300.00	\$ 55,800.00	\$ 12,000.00	\$ 72,000.00
15	7-05	Connections to Existing Manhole	2	EA	\$3,900	\$7,800	\$ 4,184.00	\$ 8,368.00	\$ 3,050.00	\$ 6,100.00	\$ 9,500.00	\$ 19,000.00
16	7-18	Connect to Existing Sewer Main	1	EA	\$2,200	\$2,200	\$ 3,406.00	\$ 3,406.00	\$ 1,800.00	\$ 1,800.00	\$ 4,850.00	\$ 4,850.00
17	7-05	Existing Manhole Frame, Cover, and Step Replacement	2	EA	\$2,700	\$5,400	\$ 542.00	\$ 1,084.00	\$ 2,225.00	\$ 4,450.00	\$ 2,000.00	\$ 4,000.00
18	7-05	Drop Manhole Connection	1	EA	\$9,700	\$9,700	\$ 5,736.00	\$ 5,736.00	\$ 4,725.00	\$ 4,725.00	\$ 9,850.00	\$ 9,850.00
19*	7-08	Imported Trench Backfill	3,000	TN	\$32	\$96,000	\$ 16.00	\$ 48,000.00	\$ 20.00	\$ 60,000.00	\$ 36.00	\$ 108,000.00
20*	7-08	Concrete - pipe encasement	5	CY	\$520	\$2,600	\$ 345.00	\$ 1,725.00	\$ 493.00	\$ 2,465.00	\$ 250.00	\$ 1,250.00
21	7-17	PVC Sanitary Sewer Pipe 15 In. Diam.	1,635	LF	\$100	\$163,500	\$ 107.00	\$ 174,945.00	\$ 171.00	\$ 279,585.00	\$ 155.00	\$ 253,425.00
22*	5-01	Replace Cement Concrete Panels	10	CY	\$650	\$6,500	\$ 341.00	\$ 3,410.00	\$ 995.00	\$ 9,950.00	\$ 465.00	\$ 4,650.00
23*	5-01	Dowel and Tie Bars	106	EA	\$130	\$13,780	\$ 104.00	\$ 11,024.00	\$ 113.00	\$ 11,978.00	\$ 70.00	\$ 7,420.00
24	7-20	Temporary Sewer Bypassing	1	LS	\$13,300	\$13,300	\$ 14,798.00	\$ 14,798.00	\$ 12,375.00	\$ 12,375.00	\$ 13,480.00	\$ 13,480.00
25	8-01	Erosion / Water Pollution Control	1	LS	\$12,000	\$12,000	\$ 5,527.00	\$ 5,527.00	\$ 3,900.00	\$ 3,900.00	\$ 10,400.00	\$ 10,400.00
26	8-22	Restore Pavement Markings	1	LS	\$3,800	\$3,800	\$ 5,989.00	\$ 5,989.00	\$ 10,170.00	\$ 10,170.00	\$ 9,000.00	\$ 9,000.00
27	1-09	Miscellaneous Work	1	FA	\$20,000	\$20,000	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
Base Bid Subtotal						\$626,000	\$ 597,618.00	\$ 762,065.00	\$ 798,891.00			
Sales Tax @ 9.1%						\$56,966	\$ 54,383.24	\$ 69,347.92	\$ 72,699.08			
Total Base Bid with Tax						\$682,966	\$ 652,001.24	\$ 831,412.92	\$ 871,590.08			
Base Bid Subtotal						\$ 597,618.00	\$ 762,065.00	\$ 798,891.00				
Correct Sales Tax @ 9.2%						\$ 54,980.86	\$ 70,109.98	\$ 73,497.97				
Total Base Bid with Tax						\$ 652,598.86	\$ 832,174.98	\$ 872,388.97				



The opinion of probable cost herein is based on our perception of current conditions at the project location. This opinion reflects our professional opinion of construction costs at this time and is subject to change as the project design matures. BHC Consultants has no control over variances in the cost of labor, materials, equipment; nor services provided by others, contractor's means and methods of executing the work or of determining prices, competitive bidding or market conditions, practices or bidding strategies. BHC Consultants cannot and does not warrant or guarantee that proposals, bids, or actual construction costs will not vary from the costs presented as shown. Actual costs can and will differ from the opinions of probable costs. Volatility in the bidding climate, the number of contractors bidding on a project, and their approach to bidding and completing the work will all impact actual project costs.

PROPOSAL

To the Honorable
Mayor and Council
Stanwood, Washington

PIONEER HIGHWAY UPGRADES PHASE 1 – 72ND AVENUE INTERCEPTOR

The undersigned has examined the site, General Stipulations, Engineering Specifications, Contract Drawings, laws, and ordinances covering the improvements contemplated. In accordance with the terms, provisions, and requirements of each of the foregoing, their respective terms and conditions are incorporated herein by this reference, and the following lump sums and unit prices are tendered as an offer to perform the work and furnish the equipment, materials, appurtenances, and guarantees, where required, complete in place and in good working order.

As evidence of good faith, cash, bid bond, cashier's check, or certified check made payable to the City Treasurer, City of Stanwood, is attached hereto. The undersigned understands and hereby agrees that, should this offer be accepted, and the undersigned fail or refuse to enter into a contract and furnish the required construction performance bond and necessary liability insurance, the undersigned will forfeit to the City an amount for the "good faith token" equal to five percent (5%) of the amount bid as liquidated damages, all as provided for in the Specifications.

The undersigned fully understands and agrees that the unit prices here submitted shall apply to the quantity actually used, regardless of its relation to the quantity shown in the Proposal.

The undersigned freely states that he/she is familiar with the provisions of the Competitive Bidding Statutes of Washington State, specifically the provisions of RCW Chapter 9.18, and certifies that with respect to this Proposal, there has been no collusion or understanding with any other person, persons, or corporation to prevent or eliminate full and unrestricted competition upon Bidders on this public works project.



Signature of Contractor's Representative

April 30, 2019

Date

Faber Construction Corporation
Contractor

Schedule of Prices – ADDENDUM NO. 1

SCHEDULE OF PRICES

**CITY OF STANWOOD
PIONEER HIGHWAY UPGRADES
PHASE 1 – 72ND AVENUE INTERCEPTOR
BASE BID**

Item No.	Spec Ref.	Item Description	Unit	Qty	Amount	
					Unit Price	Total
1	1-09	Mobilization	LS	1	104,770.00	104,770.00
2	1-05	Record Drawing (Minimum \$3,000)	LS	1	3,593.00	3,593.00
3	2-09	Trench Safety Systems	LS	1	9,276.00	9,276.00
4	1-04	Final Cleanup and Restoration	LS	1	11,117.00	11,117.00
5	1-10	Project Temporary Traffic Control	LS	1	51,739.00	51,739.00
6	2-02	Removal of Structures and Obstructions	LS	1	15,286.00	15,286.00
7*	2-02	Potholing	EA	8	634.00	5,072.00
8*	2-09	Removal and Replacement of Unstable Base Material	CY	26	94.00	2,444.00
9*	4-04	Crushed Surfacing Top Course for Road Base	TN	70	26.00	1,820.00
10*	4-04	Crushed Surfacing Base Course for PCCP Base	TN	26	36.00	936.00
11*	4-04	Ballast for Road Base	TN	137	31.00	4,247.00
12*	5-04	HMA Class 1/2-inch PG 64-22 (Permanent)	TN	125	186.00	23,250.00
13*	5-04	HMA Class 1/2-inch PG 64-22 (Temporary)	TN	40	335.00	13,400.00
14	7-05	Sanitary Sewer Manhole 72 In. Diam.	EA	6	7,776.00	46,656.00
15	7-05	Connections to Existing Manholes	EA	2	4,184.00	8,368.00
16	7-05	Connections to Existing Sewer Mains	EA	1	3,406.00	3,406.00
17	7-05	Existing Manhole Frame, Cover, and Step Replacement	EA	2	542.00	1,084.00
18	7-05	Drop Manhole Connection	EA	1	5,736.00	5,736.00
19*	7-08	Imported Trench Backfill	TN	3,000	16.00	48,000.00
20*	7-08	Concrete - pipe encasement	CY	5	345.00	1,725.00

Schedule of Prices – ADDENDUM NO. 1

Item No.	Spec Ref.	Item Description	Unit	Qty	Amount	
					Unit Price	Total
21	7-17	PVC Sanitary Sewer Pipe 15 In. Diam.	LF	1,635	107.00	174,945.00
22*	5-01	Replace Cement Concrete Panels	CY	10	341.00	3,410.00
23*	5-01	Dowel and Tie Bars	EA	106	104.00	11,024.00
24	7-20	Temporary Sewer Bypassing	LS	1	14,798.00	14,798.00
25	8-01	Erosion / Water Pollution Control	LS	1	5,527.00	5,527.00
26	8-22	Restore Pavement Markings	LS	1	5,989.00	5,989.00
27	1-04	Miscellaneous Work	FA	1	\$20,000	20,000.00
Base Bid Subtotal						\$597,618.00
Sales Tax @ 9.1%						\$54,383.24
Total Base Bid with Tax						\$652,001.24

* These bid items are not subject to the provisions of 1-04.6 of the Standard Specifications, as amended by the Special Provisions.

Contract award will be based on the Total Base Bid with Tax to determine the low-responsive bidder.

ADDENDA RECEIVED

Addendum Number	Date Received	Name of Recipient
01	April 25, 2019	Ben Faber

PROPOSED SUBCONTRACTORS

The following is a list of the subcontractors who will be used in the work if the Bidder is awarded the Contract. See Project Specifications in this regard, e.g., Stanwood Special Provision 1-08.1. Use additional sheets, as required, in a similar format for any additional subcontractors.

Name	Task	Approximate Percent of Total Work
Fildago Paving	Asphalt Paving	3.5%

Statement of Bidder Qualifications

STATEMENT OF BIDDER QUALIFICATIONS

Name of Firm: Faber Construction Corporation	Address: 131 East Grover
Phone: 360-354-3500	City, State ZIP: Lynden, WA 98264
Contractor Registration # FABERCC887B8	UBI # 601 268 821
Industrial Insurance Account # 655,607-00	Employment Security Dept # 713298-00-1
State Excise Tax Registration # 601 268 821	DUNS # 557269362

Contact Person for this Project: Ben Faber

Number of years the Contractor has been engaged in the construction/painting business under the present firm name, as indicated above:

8 Years

Gross dollar amount of work under contract: \$10,460,990

Gross dollar amount of contracts not completed: \$4,843,346

General character of work performed by firm: General Contractor - Commercial / Civil

List of three (3) major projects of similar nature which have been completed by the Contractor within the last three (3) years, the gross dollar amount and brief description of each project:

1. Project Name: Swinomish Stormwater Replacement and La Conner Safe Routes

Amount: \$1,498,700.00

Owner: Swinomish Indian Tribal Community

Engineer's Name: Robert McGaughey PE

Engineer's Phone: 360-588-2748

Description: Replacement of 24" Stormwater Pipe and Improvements to Roadways

Statement of Bidder Qualifications

2. Project Name:	Sewer Regulators
Amount:	\$1,155,030.00
Owner:	City of Everett Public Works
Engineer's Name:	Tom Fuchs
Engineer's Phone:	425-257-8895
Description:	Sewer Modifications
3. Project Name:	Water Quality for Padden Estuary
Amount:	\$1,778,460.00
Owner:	City of Bellingham
Engineer's Name:	Larry Scholten
Engineer's Phone:	360-778-7900
Description:	Water treatment plant upgrades site work

Statement of Bidder Qualifications

List five major pieces of equipment that are anticipated to be used on this Project by the Contractor and note which items are owned by the Contractor and which are to be leased or rented from others:

Equipment	Own/Lease	Equipment	Own/Lease
Cat 336	Own		
Cat 329	Own		
Kenworth Dump Trucks (3 each)	Own		

Bank Reference: People's Bank

How many general superintendents or other responsible employees in a supervisory position do you have at this time, and how long have they been with the firm?

Superintendent 1 (12 years) Superintendent 2 (8 years) Superintendent 3 (5 years)

Superintendent 4 (1 year) All Superintendents have a foreman per project.

Have you changed bonding companies within the last three (3) years? No

If so, why? (Optional) NA

Have you ever been sued by the client or have you ever sued the client on any public work contract for a special district, municipality, county, or state government? No

For what reason? NA

Disposition of case, if settled: NA

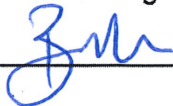
Do you have any outstanding payments due to the Department of Revenue?

No

Bidder agrees that the City shall retain the right to obtain any and all credit reports.

X

Yes



Signature

No

Signature

Statement of Bidder Qualifications

Subject to time lost due to inclement weather and delay in delivery of materials, should such delay not be the result of the undersigned's action, the undersigned agrees to complete all work in this Contract for the **PIONEER HIGHWAY UPGRADES PHASE 1 – 72ND AVENUE INTERCEPTOR**, as specified in Section 1-08.5 of the Special Provisions.

The undersigned's Washington State Department of Labor and Industries Workman's Compensation Account No. is 655,607-00.

The undersigned has complied with the Washington State Department of Licenses requirements for bond, proof of insurance, and annual registration fee; and the undersigned's Washington State Department of Licenses Contractor's Registration No. is

FABERCC887B8

Very truly yours,

Signature

Ben Faber

Print Name

Vice President

Title

Faber Construction Corporation

Firm Name

131 E. Grover Street. Lynden, WA 98264

Address

Amount of "good faith token" \$ NA Check No. NA on NA Bank

located at NA,

or bid bond in the amount of \$ Five Percent (5%),

issued through HUB International 12100 NE 195th Bothell, WA 98011 (425) 489-4544
(Name of Agency) (Mailing Address) (Telephone Number)

for Ohio Casualty Insurance Company
(Name of Bonding Company)

STANWOOD, WASHINGTON

PIONEER HIGHWAY UPGRADES PHASE 1 – 72ND AVENUE INTERCEPTOR

Contractor and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay the City's reasonable attorney's fees incurred with or without suit.

By John Ben Faber
Title VP



City of Stanwood
Pioneer Highway Upgrades – 72nd Avenue Interceptor
Project Manual

Bid Bond

Any claims under this bond may be addressed to:

The Ohio Casualty Insurance Company

(Name and Address of Surety)

PO Box 3018

Bothell, WA 98041-3018

HUB Northwest

(Name and Address of Surety's Agent for
service of process in Washington, if different
from above)

12100 NE 195th Street, Suite 200

Bothell, WA 98011

(425)489-4500

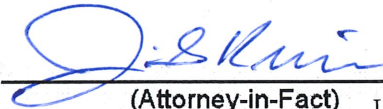
(Telephone Number of Surety's Agent in
Washington)

(Attach Acknowledgment)

The Ohio Casualty Insurance Company

SURETY

By



(Attorney-in-Fact)

Jim S. Kuich

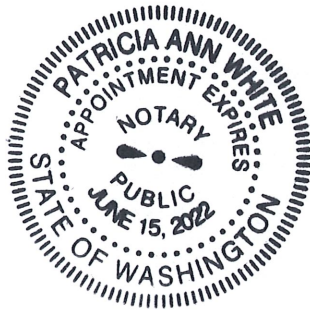
NOTICE:

Sureties must be authorized to do business in and have an agent for service of process in Washington State. Certified copy of Power of Attorney must be attached.

ATTORNEY-IN-FACT ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

On this 30th day of April, 2019, before me, the undersigned, a Notary Public in and for the said State, personally appeared Jim S. Kuich, known to me to be the Attorney-in-fact for The Ohio Casualty Insurance Company, whose name is subscribed to the within instrument and acknowledged to me that he executed the same.




NOTARY PUBLIC

My commission expires: 6/15/2022



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8198044-969315**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ted Baran, Jim W. Doyle, Chad M. Epple, Julie M. Glover, Jim S. Kuich, Theresa A. Lamb, Carl M. Lovsted III, Carol Lowell, Kristin Muir, Michael A. Murphy, Andy D. Prill, S. M. Scott, Steve Wagner, Patti White

all of the city of Bothell state of Washington each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of November, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 27th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of April, 2019.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

(This Affidavit to be fully executed)

STATE OF WA)
) SS.
COUNTY OF Whatcom)

Ben Faber _____, affiant,
the Vice President _____
(President, Secretary, Manager, Firm Owner, or Representative)
of Faber Construction Corporation _____,
(Name of Company or Corporation or Firm)

the person, corporation, or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

That such Proposal is genuine, and not sham or collusive, nor made in the interest or behalf of any person not herein named, and that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other Bidder.

Manager,
Subscribed and sworn to before me

this 29 day of April, 2019.

Signature of Notary Public in and for

the County of Whatcom

State of Washington

Signature of: President, Secretary,
Owner, or Representative





**CITY OF STANWOOD
PUBLIC WORKS COMMITTEE
AGENDA STAFF REPORT**

ITEM: 7

DATE: May 6, 2019

SUBJECT: Six-Year Transportation Improvement Plan (TIP) 2020-2025
3rd PWC Review

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS: A – RCW 35.77.010
B – Map of Projects
C – Project Cost Spreadsheet
D – 20 yr Transpo Element

ISSUE

The issue in front of the Public Works Committee is to review the proposed 2020-2025 Six-Year TIP.

SUMMARY STATEMENT

As required by RCW 35.77.010 the City of Stanwood is required to prepare and adopt a comprehensive transportation improvement plan (TIP) by July of each year for the ensuing six calendar years. In addition, the City of Stanwood's Six-Year TIP is required to be consistent with the adopted comprehensive plan and shall be filed with the Washington Department of Transportation as well as the Puget Sound Regional Council.

The purpose of the comprehensive transportation improvement plan is to assure that each city and town shall perpetually have available advanced plans looking to the future for not less than six years as a guide in carrying out a coordinated transportation program. The approved plan may at any time be revised by a majority vote of the council, but only after a public hearing(s) have been notice and held.

DISCUSSION

The Public Works Committee reviewed the 6-Year Tip 2020-2025 on March 4, 2019 and April 1, 2019.

The following table is a summary of changes that will be made to the 2020-2025 TIP, recommendations made by the Public Works Committee will be added to the table. The 90th Ave and Viking way project was added back to the TIP because ROW has not been completed, so construction will be pushed to 2020 and the 276th Street Overlay and ADA improvement project has been added to the TIP, staff will apply for funds in 2020.

Project ID	SUMMARY OF CHANGES FOR 2020-2025		
	STREET PROJECTS	UPDATE	REASON
R-8	102 nd Street NW Overlay	REMOVED	Project will be completed in 2019
R-7	284 th St Improvement: 284 th Street between approx. city limits & 80 th St.	UPDATE PROJECT AREA	68 th east to City Limits portion of the project will be completed in 2019
I-1	90 th Ave NW and Viking Way	REMOVED ADD BACK TO TIP	Project will NOT be completed in 2019
R-13	276 th Street Overlay and ADA Improvements: 80 th to east city limits	ADDED	This is a new project that was going to be completed in 2019 but city did not get funding, staff will apply for funding in 2020.
	SIDEWALK PROJECTS	UPDATE	REASON
	276 th Street NW Overlay	REMOVED	Project will be completed by a Developer
	TRAIL PROJECTS	UPDATE	REASON
	No changes		

RCW 35.77.010

Perpetual advanced six-year plans for coordinated transportation program expenditures — Non-motorized transportation — Railroad right-of-way.

(1) The legislative body of each city and town, pursuant to one or more public hearings thereon, shall prepare and adopt a comprehensive transportation program for the ensuing six calendar years. If the city or town has adopted a comprehensive plan pursuant to chapter [35.63](#) or [35A.63](#) RCW, the inherent authority of a first-class city derived from its charter, or chapter [36.70A](#) RCW, the program shall be consistent with this comprehensive plan. The program shall include any new or enhanced bicycle or pedestrian facilities identified pursuant to RCW [36.70A.070](#)(6) or other applicable changes that promote non-motorized transit.

The program shall be filed with the secretary of transportation not more than thirty days after its adoption. Annually thereafter the legislative body of each city and town shall review the work accomplished under the program and determine current city transportation needs. Based on these findings each such legislative body shall prepare and after public hearings thereon adopt a revised and extended comprehensive transportation program before July 1st of each year, and each one-year extension and revision shall be filed with the secretary of transportation not more than thirty days after its adoption. The purpose of this section is to assure that each city and town shall perpetually have available advanced plans looking to the future for not less than six years as a guide in carrying out a coordinated transportation program. The program may at any time be revised by a majority of the legislative body of a city or town, but only after a public hearing.

The six-year plan for each city or town shall specifically set forth those projects and programs of regional significance for inclusion in the transportation improvement program within that region.

(2) Each six-year transportation program forwarded to the secretary in compliance with subsection (1) of this section shall contain information as to how a city or town will expend its moneys, including funds made available pursuant to chapter [47.30](#) RCW, for non-motorized transportation purposes.

(3) Each six-year transportation program forwarded to the secretary in compliance with subsection (1) of this section shall contain information as to how a city or town shall act to preserve railroad right-of-way in the event the railroad ceases to operate in the city's or town's jurisdiction.

[2005 c 360 § 4. Prior: 1994 c 179 § 1; 1994 c 158 § 7; 1990 1st ex.s. c 17 § 59; 1988 c 167 § 6; 1984 c 7 § 23; 1977 ex.s. c 317 § 7; 1975 1st ex.s. c 215 § 1; 1967 ex.s. c 83 § 27; 1965 c 7 § [35.77.010](#); prior: 1961 c 195 § 2.]

STREET PROJECTS - CIP

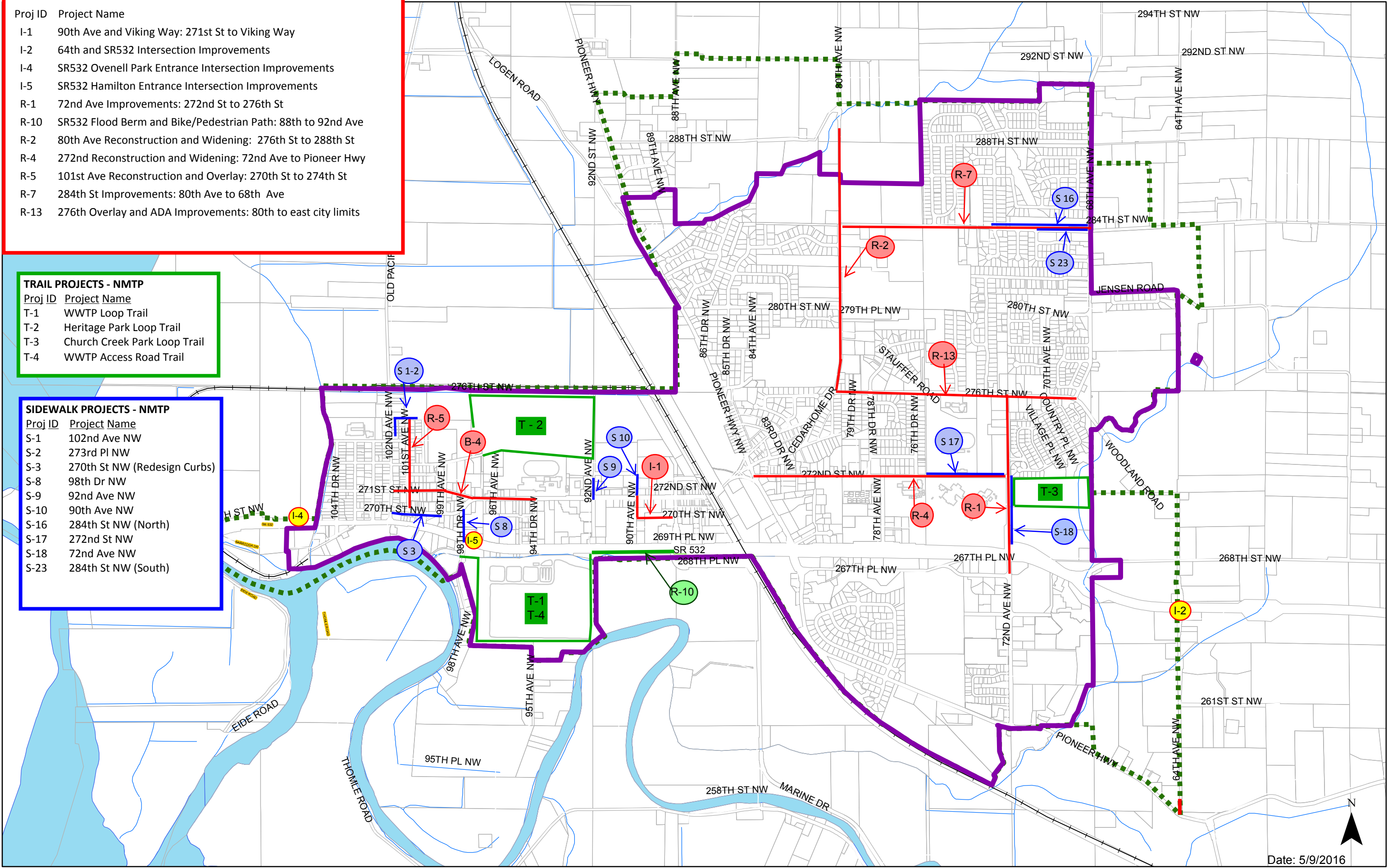
Proj ID	Project Name
I-1	90th Ave and Viking Way: 271st St to Viking Way
I-2	64th and SR532 Intersection Improvements
I-4	SR532 Ovenell Park Entrance Intersection Improvements
I-5	SR532 Hamilton Entrance Intersection Improvements
R-1	72nd Ave Improvements: 272nd St to 276th St
R-10	SR532 Flood Berm and Bike/Pedestrian Path: 88th to 92nd Ave
R-2	80th Ave Reconstruction and Widening: 276th St to 288th St
R-4	272nd Reconstruction and Widening: 72nd Ave to Pioneer Hwy
R-5	101st Ave Reconstruction and Overlay: 270th St to 274th St
R-7	284th St Improvements: 80th Ave to 68th Ave
R-13	276th Overlay and ADA Improvements: 80th to east city limits

TRAIL PROJECTS - NMTP

Proj ID	Project Name
T-1	WWTP Loop Trail
T-2	Heritage Park Loop Trail
T-3	Church Creek Park Loop Trail
T-4	WWTP Access Road Trail

SIDEWALK PROJECTS - NMTP

Proj ID	Project Name
S-1	102nd Ave NW
S-2	273rd PI NW
S-3	270th St NW (Redesign Curbs)
S-8	98th Dr NW
S-9	92nd Ave NW
S-10	90th Ave NW
S-16	284th St NW (North)
S-17	272nd St NW
S-18	72nd Ave NW
S-23	284th St NW (South)



City of Stanwood Six Year Transportation Improvement Plan (2020-2025)

Priority No. / Proj No.	Transportation Capital Project		Funding	2020	2021	2022	2023	2024	2025	Fund Total
1	90th Ave NW and Viking Way		Other Grant Funding	\$ 500,000						\$ 500,000
I-1	PE		TBD Funds							\$ -
	ROW		WSDOT Funds							\$ -
	CN	\$ 2,000,000	TIB Grant Funding							\$ -
	TOTAL	\$ 2,000,000	PSRC/STP Funding	\$ 500,000						\$ 500,000
	Comments: 90th Ave and Viking Way Viking Way to 271st St		Developer Funded							\$ -
			Local - City	\$ 1,000,000						\$ 1,000,000
			SUBTOTAL THIS PROJECT	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000
2	Sidewalk: 102nd Ave NW		Other Grant Funding							\$ -
S-1	PE	\$ 11,098	TBD Funds							\$ -
	ROW	\$ 40,360	WSDOT Funds							\$ -
	CN	\$ 55,490	TIB Grant Funding							\$ -
	TOTAL	\$ 106,948	PSRC/STP Funding							\$ -
	Comments: West side between 272nd and 276th St		Developer Funded							\$ -
			Local - City	\$ 106,948						\$ 106,948
			SUBTOTAL THIS PROJECT	\$ 106,948	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 106,948
3	284th St Improvements		Other Grant Funding			\$ 744,000	\$ 622,000			\$ 1,366,000
R-7	PE	\$ 1,244,000	TBD Funds							\$ -
	ROW	\$ 622,000	WSDOT Funds							\$ -
	CN	\$ 4,354,000	TIB Grant Funding							\$ -
	TOTAL	\$ 6,220,000	PSRC/STP Funding							\$ -
	Comments: Reconstruction and widen 284th St between approx. 68th Ave & 80th St.		Developer Funded	\$ 500,000				\$ 3,854,000		\$ 4,354,000
			Local - City					\$ 500,000		\$ 500,000
			SUBTOTAL THIS PROJECT	\$ 500,000	\$ -	\$ 744,000	\$ 622,000	\$ 4,354,000	\$ -	\$ 6,220,000
4	92nd Ave NW		Other Grant Funding							\$ -
S-9	PE	\$ -	TBD Funds							\$ -
	ROW	\$ 50,000	WSDOT Funds							\$ -
	CN	\$ 100,000	TIB Grant Funding							\$ -
	TOTAL	\$ 150,000	PSRC/STP Funding							\$ -
	Comments: West side between north of 271st and 272nd		Developer Funded							\$ -
			Local - City	\$ 150,000						\$ 150,000
			SUBTOTAL THIS PROJECT	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000
5	Sidewalk: 72nd Ave NW		Other Grant Funding							\$ -
S-18	PE	\$ -	TBD Funds							\$ -
	ROW	\$ 20,000	WSDOT Funds							\$ -
	CN	\$ 250,000	TIB Grant Funding							\$ -
	TOTAL	\$ 270,000	PSRC/STP Funding							\$ -
	Comments: West side between 268th St and 276th St		Developer Funded							\$ -
			Local - City	\$ 20,000	\$ 250,000					\$ 270,000
			SUBTOTAL THIS PROJECT	\$ 20,000	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 270,000

City of Stanwood Six Year Transportation Improvement Plan (2020-2025)

Priority No. / Proj No.	Transportation Capital Project		Funding	2020	2021	2022	2023	2024	2025	Fund Total
6	276th Street Overlay and ADA Improvement		Other Grant Funding							\$ -
R-13	PE	\$ -	TBD Funds							\$ -
	ROW	\$ 20,000	WSDOT Funds							\$ -
	CN	\$ 250,000	TIB Grant Funding	\$ 240,000						\$ 240,000
	TOTAL	\$ 270,000	PSRC/STP Funding							\$ -
	Comments: 80th to east city limits		Developer Funded							\$ -
			Local - City	\$ 30,000						\$ 30,000
			SUBTOTAL THIS PROJECT	\$ 270,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 270,000
7	SR532 Ovenell Park Entrance Intersection		Other Grant Funding			\$ 700,000	\$ 2,470,000			\$ 3,170,000
I-4	PE	\$ 330,000	TBD Funds							\$ -
	ROW	\$ 700,000	WSDOT Funds							\$ -
	CN	\$ 2,470,000	TIB Grant Funding							\$ -
	TOTAL	\$ 3,500,000	PSRC/STP Funding		\$ 330,000					\$ 330,000
	Comments: SR532 to 270th St		Developer Funded							\$ -
			Local - City							\$ -
			SUBTOTAL THIS PROJECT	\$ -	\$ 330,000	\$ 700,000	\$ 2,470,000	\$ -	\$ -	\$ 3,500,000
8	Sidewalk: 273rd PI NW		Other Grant Funding							\$ -
S-2	PE	\$ 28,742	TBD Funds							\$ -
	ROW	\$ 60,510	WSDOT Funds							\$ -
	CN	\$ 83,200	TIB Grant Funding							\$ -
	TOTAL	\$ 172,452	PSRC/STP Funding							\$ -
	Comments: North side between 100th and 102nd		Developer Funded							\$ -
			Local - City		\$ 172,452					\$ 172,452
			SUBTOTAL THIS PROJECT	\$ -	\$ 172,452	\$ -	\$ -	\$ -	\$ -	\$ 172,452
9	101st Ave Reconstruction & Overlay		Other Grant Funding - CDBG		\$ 660,000	\$ 132,000	\$ 1,848,000			\$ 2,640,000
R-5	PE	\$ 660,000	TBD Funds							\$ -
	ROW	\$ 132,000	WSDOT Funds							\$ -
	CN	\$ 1,848,000	TIB Grant Funding							\$ -
	TOTAL	\$ 2,640,000	PSRC/STP Funding							\$ -
	Comments: 101st Ave between approx. 270th St and 274th St.		Developer Funded							\$ -
			Local - City							\$ -
			SUBTOTAL THIS PROJECT	\$ -	\$ 660,000	\$ 132,000	\$ 1,848,000	\$ -	\$ -	\$ 2,640,000
10	72nd Ave Improvements		Other Grant Funding - SRTS				\$ 1,000,000			\$ 1,000,000
R-1	PE	\$ 200,000	TBD Funds							\$ -
	ROW	\$ 528,000	WSDOT Funds							\$ -
	CN	\$ 1,000,000	TIB Grant Funding							\$ -
	TOTAL	\$ 1,728,000	PSRC/STP Funding							\$ -
	Comments: Construct 72nd Ave between approx. 272nd NW and 276th St		Developer Funded		\$ 200,000	\$ 528,000				\$ 728,000
			Local - City				\$ 1,000,000			\$ 1,000,000
			SUBTOTAL THIS PROJECT	\$ -	\$ 200,000	\$ 528,000	\$ 2,000,000	\$ -	\$ -	\$ 2,728,000

City of Stanwood Six Year Transportation Improvement Plan (2020-2025)

Priority No. / Proj No.	Transportation Capital Project		Funding	2020	2021	2022	2023	2024	2025	Fund Total
11 R-4	272nd St Reconstruction & Widening		Other Grant Funding - SRTS/CDBG						\$ 2,000,000	\$ 2,000,000
	PE	\$ 800,000	TBD Funds							\$ -
	ROW	\$ 400,000	WSDOT Funds							\$ -
	CN	\$ 2,800,000	TIB Grant Funding							\$ -
	TOTAL	\$ 4,000,000	PSRC/STP Funding							\$ -
	Comments: 272nd St from 72nd Ave to Pioneer Hwy including ROW acquisition.		Developer Funded							\$ -
			Local - City		\$ 2,000,000					\$ 2,000,000
			SUBTOTAL THIS PROJECT	\$ -	\$ 2,000,000	\$ -	\$ -	\$ -	\$ 2,000,000	\$ 4,000,000
12 I-5	SR532 Hamilton Entrance Intersection		Other Grant Funding		\$ 525,000	\$ 700,000	\$ 2,275,000			\$ 3,500,000
	PE	\$ 525,000	TBD Funds							\$ -
	ROW	\$ 700,000	WSDOT Funds							\$ -
	CN	\$ 2,275,000	TIB Grant Funding							\$ -
	TOTAL	\$ 3,500,000	PSRC/STP Funding							\$ -
	Comments: Sr532 to 98th Dr.		Developer Funded							\$ -
			Local - City							\$ -
			SUBTOTAL THIS PROJECT	\$ -	\$ 525,000	\$ 700,000	\$ 2,275,000	\$ -	\$ -	\$ 3,500,000
13 S-10	90th Ave NW		Other Grant Funding							\$ -
	PE	\$ 20,814	TBD Funds							\$ -
	ROW	\$ 43,820	WSDOT Funds							\$ -
	CN	\$ 60,250	TIB Grant Funding							\$ -
	TOTAL	\$ 124,884	PSRC/STP Funding							\$ -
	Comments: West side between north of 271st and 272nd		Developer Funded							\$ -
			Local - City		\$ 124,884					\$ 124,884
			SUBTOTAL THIS PROJECT	\$ -	\$ 124,884	\$ -	\$ -	\$ -	\$ -	\$ 124,884
14 S-16	Sidewalk: 284th St NW		Other Grant Funding							\$ -
	PE	\$ 30,980	TBD Funds							\$ -
	ROW	\$ 65,220	WSDOT Funds							\$ -
	CN	\$ 89,680	TIB Grant Funding							\$ -
	TOTAL	\$ 185,880	PSRC/STP Funding							\$ -
	Comments: West side between 68th St to 69th St		Developer Funded							\$ -
			Local - City		\$ 185,880	\$ -				\$ 185,880
			SUBTOTAL THIS PROJECT	\$ -	\$ 185,880	\$ -	\$ -	\$ -	\$ -	\$ 185,880
15 S-17	Sidewalk: 272nd St NW		Other Grant Funding		\$ 533,436					\$ 533,436
	PE	\$ 88,906	TBD Funds							\$ -
	ROW	\$ 187,170	WSDOT Funds							\$ -
	CN	\$ 257,360	TIB Grant Funding							\$ -
	TOTAL	\$ 533,436	PSRC/STP Funding							\$ -
	Comments: North side between 72nd Ave and West of 76th Dr.		Developer Funded							\$ -
			Local - City							\$ -
			SUBTOTAL THIS PROJECT	\$ -	\$ 533,436	\$ -	\$ -	\$ -	\$ -	\$ 533,436

City of Stanwood Six Year Transportation Improvement Plan (2020-2025)

Priority No. / Proj No.	Transportation Capital Project		Funding	2020	2021	2022	2023	2024	2025	Fund Total
16	80th Ave Reconstruction & Widening		Other Grant Funding							\$ -
R-2	PE	\$ 1,406,000	TBD Funds							\$ -
	ROW	\$ 703,000	WSDOT Funds							\$ -
	CN	\$ 4,921,000	TIB Grant Funding							\$ -
	TOTAL	\$ 7,030,000	PSRC/STP Funding							\$ -
	Comments: between aprox. 276th St and 288th St		Developer Funded			\$ 2,109,000	\$ 4,921,000			\$ 7,030,000
			Local - City							\$ -
			SUBTOTAL THIS PROJECT	\$ -	\$ -	\$ 2,109,000	\$ 4,921,000	\$ -	\$ -	\$ 7,030,000
17	64th and SR532 Intersection		Other Grant Funding							\$ -
I-2	PE	\$ 525,000	TBD Funds							\$ -
	ROW		WSDOT Funds			\$ 3,500,000				\$ 3,500,000
	CN	\$ 2,975,000	TIB Grant Funding							\$ -
	TOTAL	\$ 3,500,000	PSRC/STP Funding							\$ -
	Comments: 64th & SR532		Developer Funded							\$ -
			Local - City							\$ -
			SUBTOTAL THIS PROJECT	\$ -	\$ -	\$ 3,500,000	\$ -	\$ -	\$ -	\$ 3,500,000
18	98th Dr. NW		Other Grant Funding							\$ -
S-8	PE	\$ 20,540	TBD Funds							\$ -
	ROW	\$ 43,240	WSDOT Funds							\$ -
	CN	\$ 59,460	TIB Grant Funding							\$ -
	TOTAL	\$ 123,240	PSRC/STP Funding							\$ -
	Comments: East side between SR532 and 270th St		Developer Funded							\$ -
			Local - City			\$ 123,240				\$ 123,240
			SUBTOTAL THIS PROJECT	\$ -	\$ -	\$ 123,240	\$ -	\$ -	\$ -	\$ 123,240
19	Sidewalk: 284th St NW		Other Grant Funding							\$ -
S-23	PE	\$ 30,980	TBD Funds							\$ -
	ROW	\$ 65,220	WSDOT Funds							\$ -
	CN	\$ 89,680	TIB Grant Funding							\$ -
	TOTAL	\$ 185,880	PSRC/STP Funding							\$ -
	Comments: South side between 68th and east of 70th Ave		Developer Funded							\$ -
			Local - City			\$ 185,880				\$ 185,880
			SUBTOTAL THIS PROJECT	\$ -	\$ -	\$ 185,880	\$ -	\$ -	\$ -	\$ 185,880
20	270th St NW Redesign Curbs		Other Grant Funding					\$ 735,828		\$ 735,828
S-3	PE	\$ 122,638	TBD Funds							\$ -
	ROW		WSDOT Funds							\$ -
	CN	\$ 613,190	TIB Grant Funding							\$ -
	TOTAL	\$ 735,828	PSRC/STP Funding							\$ -
	Comments: East of 98th and 102nd		Developer Funded							\$ -
			Local - City							\$ -
			SUBTOTAL THIS PROJECT	\$ -	\$ -	\$ -	\$ -	\$ 735,828	\$ -	\$ 735,828

City of Stanwood Six Year Transportation Improvement Plan (2020-2025)

Priority No. / Proj No.	Transportation Capital Project		Funding	2020	2021	2022	2023	2024	2025	Fund Total
21	Sidewalk: Cedarhome Drive NW		Other Grant Funding						\$ 714,612	\$ 714,612
	PE	\$ 119,102	TBD Funds							\$ -
	ROW	\$ 250,740	WSDOT Funds							\$ -
	CN	\$ 344,770	TIB Grant Funding							\$ -
	TOTAL	\$ 714,612	PSRC/STP Funding							\$ -
	Comments: South Side between 271st St and 276th St		Developer Funded							\$ -
Local - City									\$ -	
SUBTOTAL THIS PROJECT			\$ -	\$ -	\$ -	\$ -	\$ -	\$ 714,612	\$ 714,612	
TOTAL PROJECT COST ESTIMATE				\$ 3,046,948	\$ 4,981,652	\$ 8,722,120	\$ 14,136,000	\$ 5,089,828	\$ 2,714,612	\$ 38,691,160

Other Grant Funding	\$ 500,000	\$ 1,718,436	\$ 2,276,000	\$ 8,215,000	\$ 735,828	\$ 2,714,612	\$ 16,159,876
TBD Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WSDOT Funds	\$ -	\$ -	\$ 3,500,000	\$ -	\$ -	\$ -	\$ 3,500,000
TIB Grant Funding	\$ 240,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 240,000
PSRC/STP Funding	\$ 500,000	\$ 330,000	\$ -	\$ -	\$ -	\$ -	\$ 830,000
Developer Funded	\$ 500,000	\$ 200,000	\$ 2,637,000	\$ 4,921,000	\$ 3,854,000	\$ -	\$ 12,112,000
Local - City	\$ 1,306,948	\$ 2,733,216	\$ 309,120	\$ 1,000,000	\$ 500,000	\$ -	\$ 5,849,284
TOTAL PROJECT COST ESTIMATE	\$ 3,046,948	\$ 4,981,652	\$ 8,722,120	\$ 14,136,000	\$ 5,089,828	\$ 2,714,612	\$ 38,691,160

Attachment - D

Type	Project ID	Project Name	Total Cost Estimate	TIF Eligible?	TIF Eligible Percent ⁽¹⁾	TIF Eligible Cost	Potential Grant Percent ⁽²⁾	Potential Grants	General City Transportation Funds Percent	General City Transportation Funds Cost	Relative Priority	Time Frame
New Roadway	N-1	Viking Way <i>88th Avenue NW to 92nd Avenue NW</i>	\$ 5,580,000	Partial	50%	\$2,790,000	50%	\$2,790,000	0%	\$0	High	Short
New Roadway	N-2	90th Avenue NW <i>SR 532 to 271st Street NW</i>	\$ 5,410,000	Partial	50%	\$2,705,000	50%	\$2,705,000	0%	\$0	High	Short
New Roadway	N-3	Downtown to East Residential Connectors	\$ 80,000	Yes	100%	\$80,000	0%	\$0	0%	\$0	Medium	Short
Pedestrian Network	P-1	Camano Street <i>SR 532 to 271st Street NW</i>	\$ 380,000	Partial	10%	\$38,000	0%	\$0	90%	\$342,000	High	Mid
Pedestrian Network	P-2	276th Street NW <i>76th Drive NW to 68th Avenue NW</i>	\$ 780,000	Partial	10%	\$78,000	0%	\$0	90%	\$702,000	Medium	Long
Pedestrian Network	P-3	102nd Avenue NW <i>276th Street NW to SR 532</i>	\$ 470,000	Partial	10%	\$47,000	0%	\$0	90%	\$423,000	Medium	Long
Pedestrian Network	P-4	Cedarhome South <i>276th Street NW to Florence Road</i>	\$ 400,000	Partial	10%	\$40,000	0%	\$0	90%	\$360,000	Medium	Long
Pedestrian Network	P-5	276th Street NW (Lover's Lane) <i>92nd Avenue NW to 102nd Avenue NW</i>	\$ 510,000	Partial	10%	\$51,000	0%	\$0	90%	\$459,000	Medium	Long
Bicycle Network	B-1	Pioneer Highway <i>288th Street NW to 72nd Avenue NW (Lindstrom Road)</i>	\$ 5,200,000	Partial	10%	\$520,000	20%	\$1,040,000	70%	\$3,640,000	Medium	Mid
Bicycle Network	B-2	267th Street NW / 268th Street NW <i>Pioneer Highway to 72nd Avenue NW (Lindstrom Road)</i>	\$ 6,290,000	Partial	10%	\$629,000	20%	\$1,258,000	70%	\$4,403,000	Medium	Long
Bicycle Network	B-3	Cedarhome Drive <i>88th Avenue NW to 276th Street NW</i>	\$ 3,460,000	Partial	10%	\$346,000	20%	\$692,000	70%	\$2,422,000	Medium	Long
Bicycle Network	B-4	271st St NW <i>SR 532 (270th Street NW) to 88th Avenue NW</i>	\$ 320,000	Partial	10%	\$32,000	0%	\$0	90%	\$288,000	Medium	Long
Bicycle Network	B-5	92nd Avenue NW <i>SR 532 to 276th Street NW</i>	\$ 2,660,000	Partial	10%	\$266,000	20%	\$532,000	70%	\$1,862,000	Medium	Long
Bicycle Network	B-6	276th Street NW (Lover's Lane) <i>92nd Avenue NW to 102nd Avenue NW</i>	\$ 3,120,000	Partial	10%	\$312,000	0%	\$0	90%	\$2,808,000	Medium	Long
Bicycle Network	B-7	Rails to Trails <i>Railroad line - Saratoga Dr to Lane Rd</i>	\$ 1,110,000	Partial	10%	\$111,000	0%	\$0	90%	\$999,000	Medium	Long
Other Agency Improvements	O-1	Old Pacific Highway	n/a	No	0%	-	0%	-	0%		n/a	n/a
Other Agency Improvements	O-2	Pioneer Highway North	n/a	No	0%	-	0%	-	0%		n/a	n/a
Other Agency Improvements	O-3	268th Street NW	n/a	No	0%	-	0%	-	0%		n/a	n/a
Other Agency Improvements	O-4	Pioneer Highway South	n/a	No	0%	-	0%	-	0%		n/a	n/a
Other Agency Improvements	O-5	Marine Drive	n/a	No	0%	-	0%	-	0%		n/a	n/a
Citywide Programs	C-1	Small Capital Projects	\$ 2,050,000	No	0%	\$0	0%	\$0	100%	\$2,050,000	High	Ongoing
Citywide Programs	C-2	Maintenance & Operations	\$ 10,025,000	No	0%	\$0	0%	\$0	100%	\$10,025,000	High	Ongoing

Type	Project ID	Project Name	Total Cost Estimate	TIF Eligible?	TIF Eligible Percent ⁽¹⁾	TIF Eligible Cost	Potential Grant Percent ⁽²⁾	Potential Grants	General City Transportation Funds Percent	General City Transportation Funds Cost	Relative Priority	Time Frame
Intersection / Operations	I-1	Viking Way / 90th Avenue NW Intersection	\$ 970,000	Partial	75%	\$727,500	0%	\$0	25%	\$242,500	High	Short
Intersection / Operations	I-2	SR 532 / 64th Ave N Intersection	\$ 1,160,000	Partial	50%	\$580,000	0%	\$0	50%	\$580,000	Medium	Mid
Intersection / Operations	I-3	272nd Street NW / 72nd Ave N (Lindstrom Road) Intersection	\$ 360,000	No	0%	\$0	0%	\$0	100%	\$360,000	High	Short
Intersection / Operations	I-4	SR 532 / 270th Street NW Intersection	\$ 110,000	Partial	50%	\$55,000	0%	\$0	50%	\$55,000	Medium	Mid
Intersection / Operations	I-5	SR 532 / 98th Drive NW Intersection	\$ 1,400,000	Partial	50%	\$700,000	0%	\$0	50%	\$700,000	Medium	Mid
Widening / Reconstruction	R-1	72nd Avenue NW Improvements 268th Street NW to 276th Street NW	\$ 5,280,000	Partial	30%	\$1,584,000	50%	\$2,640,000	20%	\$1,056,000	High	Short
Widening / Reconstruction	R-2	80th Avenue NW Improvements 276th Street NW to 288th Street NW	\$ 7,030,000	Partial	30%	\$2,109,000	50%	\$3,515,000	20%	\$1,406,000	High	Short
Widening / Reconstruction	R-3	68th Avenue Reconstruction 280th Street to 288th Street	\$ 4,300,000	Partial	30%	\$1,290,000	50%	\$2,150,000	20%	\$860,000	High	Short
Widening / Reconstruction	R-4	272nd Street NW Reconstruction 72nd Avenue NW to Pioneer Highway	\$ 8,820,000	Partial	30%	\$2,646,000	50%	\$4,410,000	20%	\$1,764,000	High	Short
Widening / Reconstruction	R-5	101st Avenue NW Reconstruction 270th Street NW to 274th Place NW	\$ 2,640,000	Partial	30%	\$792,000	0%	\$0	70%	\$1,848,000	Medium	Short
Widening / Reconstruction	R-6	270th Street NW Reconstruction 102nd Avenue NW to Camano Street	\$ 12,360,000	Partial	30%	\$3,708,000	50%	\$6,180,000	20%	\$2,472,000	Medium	Short
Widening / Reconstruction	R-7	284th Street NW Improvements 68th Avenue NW to 80th Avenue NW	\$ 6,220,000	Partial	30%	\$1,866,000	50%	\$3,110,000	20%	\$1,244,000	Medium	Short
Widening / Reconstruction	R-8	102nd Avenue NW Overlay SR 532 to 276th Street NW	\$ 310,000	Partial	30%	\$93,000	0%	\$0	70%	\$217,000	Medium	Short
Widening / Reconstruction	R-9	98th Drive NW Reconstruction 268th Street NW to 271st Street NW	\$ 1,920,000	Partial	30%	\$576,000	0%	\$0	70%	\$1,344,000	Low	Long
Widening / Reconstruction	R-10	SR 532 Flood Berm Marine Drive and 92nd Avenue NW	\$ 2,700,000	No	0%	\$0	50%	\$1,350,000	50%	\$1,350,000	High	Short
Widening / Reconstruction	R-11	Pioneer Highway Slide REET 1	\$ 50,000	No	0%	\$0	0%	\$0	100%	\$50,000	Low	Short
Widening / Reconstruction	R-12	Cedarhome Drive Improvements Triangle Drive to 276th Street NW	\$ 250,000	Partial	30%	\$75,000	30%	\$75,000	40%	\$100,000	Low	Mid
Widening / Reconstruction	R-13	288th Street NW Reconstruction 80th Avenue NW to Pioneer Highway	\$ 7,250,000	Partial	30%	\$2,175,000	0%	\$0	70%	\$5,075,000	Low	Mid
Widening / Reconstruction	R-14	64th Avenue NW / Woodland Road SR 532 to 68th Ave NW	\$ 7,250,000	Partial	30%	\$2,175,000	0%	\$0	70%	\$5,075,000	Low	Mid
Widening / Reconstruction	R-15	64th Avenue SR 532 to Pioneer Hwy	\$ 5,720,000	Partial	30%	\$1,716,000	0%	\$0	70%	\$4,004,000	Low	Long