

City of Stanwood



City Council Packet

Stanwood City Council

Regular Meeting

Thursday, March 26, 2020



AGENDA
CITY COUNCIL REGULAR MEETING
Thursday, March 26, 2020 – 7:00 p.m.

This meeting will be conducted by telephone and
online, connection information will be posted on
City Website—www.stanwoodwa.org

Stanwood City Hall
10220 270th St. NW, Stanwood, WA 98292

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. APPROVAL OF THE AGENDA**
- 4. CITIZEN COMMENTS - THIS ITEM WILL BE REMOVED FROM THE AGENDA BY MOTION**
- 5. STAFF REPORTS (WRITTEN REPORT PROVIDED, NO ORAL PRESENTATION)**
 - a. Planning Commission Minutes – February 10, 2020 5-1
 - b. Police Compstat Report - February 2020 5-7
- 6. COMMITTEE REPORTS (WRITTEN REPORT PROVIDED, NO ORAL PRESENTATION)**
 - a. Finance Committee Minutes – February 27, 2020 6-1
 - b. Community Development Committee Minutes– February 27, 2020 6-3
 - c. Public Safety Committee Minutes – February 27, 2020 6-7
- 7. CONSENT AGENDA**
 - a. Approve Vouchers and Payroll Checks 7-1
 - b. Approve February 27, 2020 City Council Meeting Minutes 7-9
 - c. Ratification of Contracts Executed by Mayor Under
Emergency Proclamation 7-15
- 8. NEW BUSINESS**
 - a. Resolution 2020-05-Emergency Powers 8-1
 - b. Ordinance 1485-Adopting a Sales Tax Credit for
Affordable Housing, First Reading 8-7
- 9. CITIZEN CLOSING COMMENTS-THIS ITEM WILL BE REMOVED FROM THE AGENDA BY MOTION**
- 10. REPORTS OF OFFICERS AND COMMITTEES**
 - a. Mayor's Report
 - b. City Administrator's Report
 - c. Councilmember Reports/Questions- **THIS ITEM WILL BE REMOVED FROM THE
AGENDA BY MOTION**
- 11. ADJOURN**

Upcoming Meetings:

April 09, 2020 Regular Meeting
April 23, 2020 Regular Meeting
May 14, 2020 Special Workshop Meeting
May 14, 2020 Regular Meeting
June 11, 2020 Regular Meeting



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 5a
DATE: March 26, 2020
SUBJECT: Planning Commission Meeting Minutes
CONTACT PERSON: Patricia Love, Community Development Director
ATTACHMENTS: A – February 10, 2020 Meeting Minutes

SUMMARY STATEMENT

Minutes from the February 10, 2020 Planning Commission Meeting are attached to this staff report for approval as presented.

PLANNING COMMISSION
February 10, 2020– 6:30 PM
Stanwood Fire Station (8117 267th Pl NW)
Minutes

Call to Order

Chair Linda Utgard called the meeting to order at 6:28pm

Roll Call

Commissioners Linda Utgard, Darren Robb, Marcus Metz, Justin Burns and Larry Sather were present. Patrick Hosterman and Lance Dennis were excused. Staff present- Community Development Director Patricia Love, Administrative Assistant Krista Hintz

Public Requests and Comments

None

Approval of Minutes

The minutes of the January 13, 2020 meeting were approved as presented.

Introductions

Staff and existing Commissioners, along with new Commissioners gave very brief introductions.

New Business

Public Meeting- Madison Place: The Madison Place project is located in an existing shopping center district that includes a cinema, retail stores and a large condominium complex with structured parking, retail and residential units. The Madison Place is a four-story, mixed-use facility that includes leasing offices, a fitness center, lounge area, elevator and secured access for tenant use, a large first floor 190 self-storage unit business and 81 residential units varying in size and mix. The building is located next to the cinema (to the North) and adjacent to a single story commercial building (to the South). This building is part of a binding site plan.

The Madison Place permit is a Type II permit which falls under an Administrative Permit.

Questions/Comments from the Commissioners:

1. Is there underground parking? *No, however, the project is required to meet code requirements for parking.*
2. How many storage units are in Cambridge Place? 100 units.
3. Did the city have input on the design? *No, the design was the developer's submission.*

Questions/Comments from the Public:

1. Hans Hendricksen, an employee at Process Solutions, stated his concern over loss of parking for Process Solutions employees and asked if there had been a traffic study.
2. Jose Amador, owner of Amigo Mexican Restaurant, stated the loss of parking for the restaurants and theater will be detrimental to the businesses inside the Pavilion. Mr. Amador also mentioned the grease traps for his restaurant are located in front of the theater entrance, will this shut down Amigos during construction? In addition, the west parking lot is crumbling, will the

owners/tenants of The Pavilion be responsible for the cost of repairing a parking lot that everyone is using?

3. Jim Pickering, resident of The Commons, stated his concern for construction traffic. How will the contractors/large trucks access the work site? Where will the contractors/laborers park during construction? Adding the additional 81 housing units will add 710 round trips of traffic for an area that does not have public streets. Is there a plan for traffic control? Fire lane access? Who is in charge of street repair, lighting, striping? Mr. Pickering also suggested a requirement that the new parking lot be completed prior to construction and that doing away with the storage and adding secure parking would be a better option. Also suggested was a new traffic study, developing a plan that is approved by stake holders, and establishing a neighborhood association.
 4. Steve Shepro, Councilmember, asked which part of the Stanwood Municipal Code relates to parking.
 5. Additional questions and comments: When was the initial traffic study done? Will this be an additional tax burden to maintain the roads and parking? Drive through there and see that they are driveways, not roads. More cars trying to turn left at McDonalds will back up traffic for miles. The parking lot doesn't account for resident guest parking. With more residents, the vacant businesses will fill up which will be another effect on parking. Will there be a traffic light added so pedestrians can get into Haggen? Will there be a meeting with the developer present so we know who to complain to? Who do we call if there is a problem? Just tell the developer he needs to complete his other project and the parking before starting something new.
- The property is not city property; this would not become a city tax issue and maintenance issues would fall under the maintenance agreement for the complex.
 - Parking falls under Title 17 in the Stanwood Municipal Code.
 - The initial study was done prior to Haggen doing in. The community has changed but the road system is the same.
 - Fire truck access would be reviewed by the Fire Marshall as part of the permitting process.
 - The developer's information is part of the permit and public record.
 - This is an approved lot, the city legally cannot deny the developer's right to apply for the permit.
 - Additional questions raised will be brought to the attention of the developer, answers will be made available to parties of record.

Park Impact Fees

- Park Impact Fees- Council has asked staff to review the costs associated with projects and what is the fairest distribution of those costs. In addition, park impact fees should be updated annually or bi-annually to reflect the most current capital improvement plan. The numbers were re-run based on the 2020-2025 CIP.

As part of the 2020 Park Impact Fee update, the following items were prepared for consideration:

1. Update the SMC to provide annual updates to impact fees with minor amendments providing clarity on when the impact fee is applied and to the note that impacts must be spent within 10 years or be refunded.
2. Park Impact Fee rate alternate analysis
3. Update the fee resolution with the most current park impact fee.
4. Split the fees into three separate categories: Parks, Fire, Transportation

The process of updating the Park Impact Fee includes applying the most recent Park CIP list with updated construction cost estimates, applying the most recently available city demographic information, and

considering the appropriate proportional cost share. Level of service ration remains the same as it is the LOS adopted in the Parks, Recreation and Open Space Plan.

The City currently has a 40/60 percent applied to the proportionate share adjustment, figure "A" in the formula. Staff is proposing a simple 50/50% ratio to be applied as the adjustment factor.

Options:

1. Apply the formula with the 2020-2025 CIP with Updated Persons Per Household Data and Applying a 50% Adjustment Factor;
2. No change, Maintain Existing Impact Fee; or
3. Apply using 2017 City Council Precedent and Divide Fee in half: Option One, divided in half.

The Commission asked to find a better way to make the number "C" more transparent, so the code won't need to be updated every time the fee changes. What is the "C" in relation to new development?

Finally the City Attorney has suggested that the City adopt separate and independent chapters of the Municipal Code for each of the adopted impact fees collected by the City.

To address the Planning Commission's comments regarding the nexus between parks needed for new growth versus the needs of the existing population, staff reconsidered how the "C" (Construction Cost) factor in the formula is calculated.

To address the nexus issue, a multiplier has been applied to the construction cost formula that reflects the expected percent of projected growth. The theory is that existing development pays X% of the construction / acquisition costs associated with the adopted Park Capital Improvement Plan and new growth pays the remaining X% of the cost. By applying the growth factor we will no longer need to divide the fee in half. The Master Builders Association is supportive of the nexus and growth factor.

While the Planning Commission understood the desire to amend the code so that it does not need to be changed every time the fee is updated, they were concerned about transparency and how general public can see how the fee is calculated. To address this concern, staff is proposing that an appendix (one or two pages at the most) is added to the Fee Resolution that shows how the impact fees were calculated for both parks and transportation. The fee resolution is adopted annually by the City Council and is posted on the City's website. This provides complete disclosure on how the fee was calculated.

Per the request of the city attorney, the impact fees will be separated:

SMC Chapter 17.151-Formerly Park/Traffic/Fire will now be Traffic

SMC Chapter 17.152-Parks

SMC Chapter 17.153-Schools

SMC Chapter 17.154-Fire*

*Fire Impact Fee will be going away because the city is now part of the North County Regional Fire Authority. SMC Chapter 17.154; deletes all reference to the fee and formula and provides that if the fire authority requests that the city adopt a fee that the formula be developed and an amendment to the code be adopted.

Marcus Metz made the motion to schedule the City of Stanwood Impact Fee Ordinance for Public Hearing. Larry Sather seconded the motion. Motion passed unanimously.

Floodplain Regulations Update

The City of Stanwood is impacted by periodic flooding resulting from large storm events combined with high tides. Due to the topographic nature of the City, all of west Stanwood lies in the 100-year floodplain. This area generally includes land to the west of the railroad tracks and a small area west of Pioneer Highway just east of the railroad tracks. A 100 year flood area is defined as those lands that are subject to a one percent or greater chance of flooding in any one year.

On December 19, 2019 the City received notice that the FEMA updated the Snohomish County flood hazard determination maps. The city must adopt the most current flood hazard map revision as well as any associated development regulations by June 19, 2020 in order to maintain participation in the National Flood Insurance Program (NFIP). Participation in the NFIP allows city residents the option to obtain flood insurance as well as qualify for federal disaster aid.

According to FEMA, the City of Stanwood can either repeal their existing floodplain ordinance and replace it with the model or meet all items in the provided model ordinance. The attached draft ordinance maintains the city's current floodplain regulations with proposed draft amendments which comply with the State's model ordinance. Updating our floodplain regulations is important as per the Code of Federal Regulations, a community that does not adopt updated regulations along with the new flood maps becomes automatically suspended from the NFIP until the updated ordinance is adopted and approved by FEMA.

A copy of the draft ordinance was sent to FEMA on January 15, 2020 for their review. Responses back from FEMA on the draft ordinance was pending at the time this staff report was prepared.

With recent heavy rains, it was noticed that the city did not suffer the expected flooding as in the past. This could be due to improvements to the dyke and Leque Island. The city will monitor flooding patterns over the next several years, if there is a pattern of decreased flooding, the city will apply to reclassify some of the flood zone.

A motion was made by Larry Sather to schedule the City of Stanwood Floodplain Ordinance for a Public Hearing with the Planning Commission. The motion was seconded by Darren Robb. Motion passed unanimously.

Miscellaneous Business

Patricia Love presented a letter to the Commissioners regarding congestion of SR532. Leonard Madsen, author of the letter, was present to discuss the letter further along with his desire to see the City of Stanwood work together with Island County for a solution.

Mayor Kelley, City Administrator Ferguson, Island County Commissioner St. Clair, and Snohomish County Councilmember Nehring have a meeting scheduled to discuss SR532.

The meeting adjourned at 8:14 pm

Krista Hintz, Planning Commission Clerk

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**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 5b
DATE: March 26, 2020
SUBJECT: Police February 2020 Compstat Report
CONTACT PERSON: Amanda Slattery, Police Records Clerk
ATTACHMENTS: February 2020Compstat Report

SUMMARY STATEMENT

Attached is the February 2020 Compstat Report for council review.

Stanwood Police Department
February 2020

Administrative Personnel

Chief Rob Martin
Sergeant Jason Toner
Amanda Slattery – Stanwood City Employee
Stacey Davis – Stanwood City Employee

Operational Personnel

	Assigned	Vacancies	Percentage
Sergeants	2	0	100%
MPD	0	0	N/A
Deputies	6	0	100%
SRO	1	0	100%
Detectives	1	0	100%
Total	10	0	100%

Area of Operation

The City of Stanwood contracts its police services through the Snohomish County Sheriff's Office. The population for Stanwood is currently 7,070. Stanwood's city limit encompasses 2.8 square miles.



COMPSTAT REPORT

Type of Crime	February 2020	Year to Date 2020	February 2019	Year to Date 2019
Homicide	0	0	0	0
Rape	0	1	0	0
Robbery	0	0	0	0
Assault	8	14	2	8
Burglary	1	2	1	4
Larceny	4	11	12	24
Motor Vehicle Theft	0	1	1	3
General	February 2020	Year to Date 2020	February 2019	Year to Date 2019
Calls for Service (Incidents)	948	1761	700	1383
Case Reports	62	106	59	112
Traffic Collisions	7	17	9	18
Arrests (Adult/Juvenile)	21	40	17	34
Drug Arrests	0	2	3	5
Warrant Arrests	4	6	4	7
Impaired Driving Arrests	1	3	3	4
Infractions Issued	21	25	35	41
Public Disclosure Requests	38	89	26	51
Concealed Pistol Licenses	20	61	53	110
Pistol Transfer Checks	23	61	17	38
Fingerprinting & Approx. timeframe	27= 6.75 Hrs	64= 16.0 Hrs	45= 11.25 Hrs	95= 23.75 Hrs

City Collisions for February 2020

7 collision

Date	Case Number	Location	H & R	Injured	Reason
2/7/2020	2020-1009	7200 Block of 267th ST NW	x		Inattentive parking/exit parking
2/7/2020	2020-1011	9600 Block of 270th ST NW	x		Inattentive parking/exit parking
2/12/2020	2020-1140	PIONEER HWY / SR 532			Failure to yield
2/15/2020	2020-1287	8000 Block of 283rd ST NW		x	Speed/Lost control of Vehicle
2/24/2020	2020-1588	27000 Block of 92nd AVE NW		x	Medical incident/lost control of vehicle
2/26/2020	2020-1635	7400 Block of SR 532			Following Too Close/Failure to stop
2/26/2020	2020-1644	8900 Block of SR 532			Following Too Close/Failure to stop

Stanwood School Dist. Resource Officer (SRO) Activity Report

FEBRUARY

STANWOOD CAMANO SCHOOL DISTRICT SRO REPORT SCHOOL DISTRICT YEARLY TOTALS (2019-2020)

2/29/2020

INCIDENT	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL
ADMINISTRATIVE	3	3	7	13	13	19	12	5	6	11	10	14	18	10	8	9	11	10	13	7	7	4	8	7	9	7	13	9	3	7		276
ARSON																																0
ASSAULT					1			1	1								1		1					1	1							7
ASSIST PATROL																							1	2								3
BOMB THREAT																																0
BURGLARY																																0
COACHING SPORTS		1	1	1	1	1				1	1	3	2	1	1		1	1	1	3	1	1	1	1	1	1	1	1	1	1		30
COLLISION																				1	1	1										3
COUNSELING																																0
CPS REFERRAL																																0
CRISIS PLANNING/DRILL					1						1		1	1					4				1									9
DISTURBANCE																																0
FELONY VUCSA																																0
FIGHT																			2													2
HARASSMENT												1						2								3						6
MAL-MIS						1																							1			2
MARIJUANA												1									1					1						3
MENTAL HEALTH							1								1				1													3
MIP											1																	1				2
ORDER VIOLATION																																0
PARAPHERNALIA																																0
PARENT MEETING																				1												1
PARKING PROBLEM						1		1	1	3		1	1			1											1					10
PUBLIC ASSIST				1	1									2				3		1		1										9
RUNAWAY												1	1																			2
SEXUAL ASSAULT																																0
STUDENT MEETING						1						2	1					2									2					8
SUSPICIOUS	2		1	1			1			1	2	1							1				1		1	1						13
TEACHING					5	5		1				1	1	1				2		1			2				1			2		22
THEFT						1					1	2	1																			5
VAPING / TOBACCO																																0
TRAFFIC INCIDENT				1							1				1																	3
TRESPASS			1						1										1													3
WARRANT																																0
WEAPONS												1		1																		2
OTHER				1	1			1				1				1	2								1	1						9

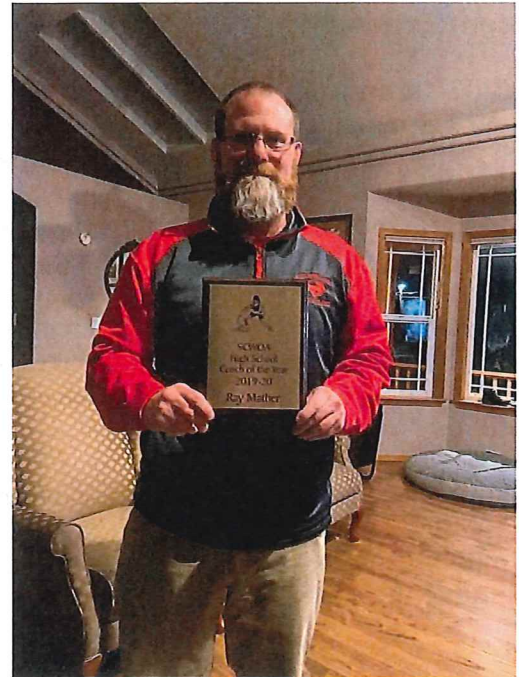
Stanwood Camano School District Resource Officer FEBRUARY NEWSLETTER

FEBRUARY 2020



STANWOOD SPORTS

Stanwood boys basketball ended up 11 -3 in league, and 16-7 overall. They entered the post-season with an exciting win over Arlington 63-61, but fell to Shorecrest and Meadowdale shortly thereafter. Girls basketball went 6-8 in league, and 8-13 overall. Stanwood boys wrestling wrapped up another successful season with a 5-1 league record and a 9-2 overall record, with a handful of wrestlers placing at the State tournament. Coach Ray Mather was awarded Coach of the Year by the Snohomish County Wrestling Officials Association!



PARKING ISSUES

Parking is still an issue as construction continues. As more students turn 16 during the school year, more students are driving to school causing even more frustration. Students continue to park in the neighborhood across from Lincoln Hill High School which is a "Permit Parking" only area. This parking issue has grown from 2-3 cars parking there daily, to more than a dozen now. Stanwood Police patrol units continue to field 911 calls from angry neighbors about students parking there congesting the neighborhood, leaving trash, and driving fast. Arguments have broken out between students and neighbors in the area causing even more 911 calls. Stanwood High School has been in talks with the Senior Center above the stadium to open up approximately 80 more parking spots, however, the Senior Center has decided to charge \$50 per semester which many students say is too high. The Stanwood Police Department is in an uncomfortable situation where the citizens expect parking laws to be enforced, however the students really do have no place to park. Parents are now getting involved, growing angry at the school for not providing proper parking, which causes their students to get tickets and park dangerously. Students recently tried to stage a protest and arrive early and steal the staff parking spots. Staff were aware of the staged protest and were able to put security measures in place to make sure staff spots weren't stolen. Parents were rumored to be taking part in the protest as well. The school points out that they offer free transportation in the form of school busses, but that apparently is impractical to some students and parents.

Stanwood Police Department

Detective Report

February Newsletter

February 2020



Stanwood Case 2018-3338 Update Indecent Exposure

On 06-06-18 an adult female came to the Stanwood Police Department to report an adult male neighbor she had seen masturbating on more than one occasion. The woman provided video clips she recorded on 05-25-18, showing what appeared to be a naked white male standing in plain view, in front of the unobstructed glass of a door on the top floor of a townhouse overlooking the woman's home. The male appeared to be masturbating in both video clips. The woman stated she had seen the male doing this 6-7 other times, consistently around the time she would arrive home from work.

Deputy Lafrance and Detective Martin interviewed the male at the Stanwood Police Department on 06-06-18. The male admitted to standing naked and masturbating in front of the glass door on the top floor of his residence. The male claimed he chose the location because it was warm and did not think anyone outside his home could see him.

The crime of Indecent Exposure was referred to the Prosecutor's Office on 06-11-18.

The male plead guilty to the crime of Indecent Exposure in September, 2019. A Cascade Division Court Judge gave the defendant a deferred sentence (no jail time).

Stanwood Case 2020-736 Forgery

On 01-29-2020 Deputy Fuchs responded to a fraud complaint and contacted a female resident at an adult care facility in Stanwood. The victim reported checks stolen from her room and successfully cashed by her granddaughter for more than \$2000.00.

Deputy Fuchs requested video of the suspect depositing the forged checks at BECU.

The victim declined to pursue charges in the case, because her granddaughter has children and suffers from drug addiction.

Stanwood Case 2020-1407 Identity Theft

On 02-19-2020 Sgt. Gilje responded to the report fraud and contacted an adult female by phone. The victim received a notification on her phone reference several suspicious transactions associated with her husband's debit card at a store in Bonney Lake, WA. The woman told Sgt. Gilje her husband's debit card is in his possession and he did not make the purchases in Bonney Lake.

Detective Martin is working with Fred Meyer Loss Prevention to get video associated with the transactions.





**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 6a
DATE: March 26, 2020
SUBJECT: Finance/Personnel Committee Report
CONTACT PERSON: David A. Hammond, Finance Director/City Clerk
ATTACHMENTS: A – Finance/Personnel Committee Meeting Minutes

SUMMARY STATEMENT

The minutes of the February 27, 2020 Finance/Personnel Meeting are attached.

FINANCE/PERSONNEL COMMITTEE

February 27, 2020

Finance Committee Report (February 27, 2020 meeting summary) Stanwood Camano School District Administrative Building 26920 Pioneer Highway, Stanwood, WA 98292

In attendance:

Councilmember Steve Shepro
Councilmember Dianne White
Jennifer Ferguson, City Administrator
David Hammond, Finance Director/City Clerk
City Resident, Tim Schmitt

1. Teamsters Local No. 231 Collective Bargaining Agreements representing Administrative & Public Works Employees.
 - a. The Committee discussed and recommended approval to council.



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 6b
DATE: March 26, 2020
SUBJECT: Community Development Committee Meeting Minutes
CONTACT PERSON: Patricia Love, Community Development Director
ATTACHMENTS: A – February 27, 2020 Meeting Minutes

SUMMARY STATEMENT

Minutes from the February 27, 2020 Community Development Committee meeting are attached to this staff report for approval as presented.

**City Council
COMMUNITY DEVELOPMENT COMMITTEE
February 27, 2020 Meeting
Meeting Notes**

Attendance:

Council Committee Members and Staff:

Sid Roberts, Councilmember
Elizabeth Callaghan, Councilmember
Patricia Love, Community Development Director

1. *Election of Committee Chair*

Judy Williams was elected Committee Chair

2. *Impact Fee Ordinance*

One of the City's 2019 / 2020 work items is to review and potentially update the City's park impact fees. The City's Park Impact Fee ordinance was last updated in December of 2017; just over two years ago. However, while the fee is fairly newly adopted, Council has asked staff to review the costs associated with projects and what is the fairest distribution of those costs. In addition, park impact fees should be updated annually or bi-annually to reflect the most current capital improvement plan (CIP) and those costs associated with the acquisition and development projects listed on the CIP.

As part of the Park Impact Fee update, the City Attorney also suggested that the City adopt separate and independent chapters of the Municipal Code for each of the adopted impact fees collected by the City. This eliminates confusion between which code sections apply to parks, traffic and fire.

Committee approved moving this to City Council.

3. *FEMA Regulations Update*

Over the past several years the Federal Emergency Management Agency (FEMA) has been working on updating the Snohomish County Flood Insurance Rate Maps. On December 19, 2019 the City received notice that the FEMA updated the Snohomish County flood hazard determination maps. The city must adopt the most current flood hazard map revision as well as any associated development regulations by June 19, 2020 in order to maintain participation in the National Flood Insurance Program (NFIP). Participation in the NFIP allows city residents the option to obtain flood insurance as well as qualify for federal disaster aid.

According to FEMA, the City of Stanwood can either repeal their existing floodplain ordinance and replace it with the model or meet all items in the provided model ordinance. Staff is proposing to maintain the city's current floodplain regulations with proposed draft amendments which comply with the State's model ordinance.

Committee approved moving this to City Council.

4. *Park Task Orders* Staff is currently working on several Task Orders for park projects which would like to forward to the Council. All of the following projects are listed on the 2020 CIP project list and are included in the 2020 budget.

- Church Creek Park:
Playground Equipment and Pickleball Court
Update master site plan
- Hamilton Landing Park: As part of the project permitting process the Snohomish County Conservation Office reached out to the City informing us that there is a ten (10) percent limit on the amount of impervious area allowed on the site. This was a restriction included in the

conservation easement that staff was not aware of which has resulted in some redesign of the project. A

- Stanwood – Port Susan Trail: The design and permitting of the Stanwood – Port Susan trail Phase 2 segment is in our 2020 work plan. Our goal is to construct a 10 foot wide pedestrian trail that loops the water treatment plant and connects the SR 532 Berm Trail project with Hamilton Landing Park.

Committee approved moving this to City Council.

5. *Sales Tax Ordinance*

In September of 2019 the City Council approved Resolution 2019-10 expressing their intent to adopt legislative action to authorize the collection of state sales as allowed by the Legislature for investments in affordable housing. As a follow up to that resolution, a new chapter of the Municipal Code has been drafted that allows for the collection of the sales tax and identifies how it may be used. To be eligible for the tax credit the ordinance must be adopted by the end of June 2020.

The City is proposing to use the funds for rental assistance supporting Stanwood residents. To do this, we are proposing to enter into a contract agreement with the Community Resource Center for the management and allocation of the funds.

Committee approved moving this to City Council.

Chair

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**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 6c
DATE: March 26, 2020
SUBJECT: Public Safety Committee Meeting Minutes
CONTACT PERSON: Robert Martin, Police Chief
ATTACHMENTS: A – February 27, 2020 Meeting Minutes

SUMMARY STATEMENT

Minutes from the February 27, 2020 Public Safety Committee meeting are attached to this staff report for approval as presented.

PUBLIC SAFETY COMMITTEE MEETING
Thursday – February 27, 2020 – 6:30pm
Stanwood School District Administration Building
26920 Pioneer Highway

Attendance:

Councilmembers: Dianne White, Steve Shepro, Tim Pearce

City Staff: Police Chief Rob Martin, Fire Chief John Cermak, City Administrator Jennifer Ferguson

The items on this agenda were discussion items only, therefore, no staff reports were posted on the City's website.

Meeting called to order at 6:28pm.

Discussion Items:

1. Select Committee Chair
Dianne White was nominated and accepted the position of Committee Chair for 2020.
2. Confirm day and time of meetings
The Public Safety Committee will meet on the 4th Thursday of every month at 6:30pm at the Stanwood School District Administrative Building.
3. Future agenda items
Packets or attachments reference agenda items will be sent to committee members, via email, prior to the meeting.
4. Police roster to be sent to committee members
5. Mutual Aid with Camano Island
Stanwood Police do assist the Island County Sheriff's Office with calls for service on Camano Island, but less frequent than in the past. North County Fire and Camano Fire provide mutual aid on a regular basis.
6. Traffic Safety Study
Discussion related to high collision areas in Stanwood. Traffic study results and future projects on SR 532.

Meeting adjourned at 6:50pm.



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 7a
DATE: March 26, 2020
SUBJECT: Approval of Voucher and Payroll Checks
CONTACT PERSON: Reina Barber, Accounting Specialist
ATTACHMENTS: A - Voucher Check Detail

SUMMARY STATEMENT

Approve issuance of Washington Federal Bank voucher checks 32283 through 32375 and Washington Federal electronic voucher funds transfers in the amount of \$828,600.87. Approve issuance of Washington Federal Bank payroll checks 1696 through 1703 and Washington Federal Bank electronic payroll funds transfers in the amount of \$292,190.34.

RECOMMENDED MOTION

I MOVE TO APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK VOUCHER CHECKS 32283 THROUGH 32375 AND WASHINGTON FEDERAL ELECTRONIC VOUCHER FUNDS TRANSFERS IN THE AMOUNT OF \$828,600.87. APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK PAYROLL CHECKS 1696 THROUGH 1703 AND WASHINGTON FEDERAL BANK ELECTRONIC FUNDS TRANSFERS IN THE AMOUNT OF \$292,190.34.

CHECK REGISTER

ATTACHMENT A

City Of Stanwood
MCAG #: 0695

02/13/2020 To: 03/13/2020

Time: 11:54:57 Date: 03/17/2020

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1149	02/26/2020	Claims	3	EFT	HSA Bank	2.50	HSA Service Fee
1354	03/02/2020	Claims	3	EFT	Heartland Payment Systems	5,736.02	February Merchant Fees
1355	03/03/2020	Claims	3	EFT	Chase Paymentech	2,241.82	February Merchant Fees
1386	03/05/2020	Claims	3	EFT	Xpress/Bill Pay	486.27	10290 Monthly Maintenance Fee 2020
1408	03/06/2020	Claims	3	EFT	WA St Dept of Licensing *	327.00	February Gun Permits
1288	03/04/2020	Claims	3	32283	5 Star service Inc.	3,802.25	City Of Stanwood
1289	03/04/2020	Claims	3	32284	APP- Associated Petroleum Products	3,400.81	04-0100494
1290	03/04/2020	Claims	3	32285	Archive Social, Inc.	1,153.14	City Of Stanwood
1291	03/04/2020	Claims	3	32286	Association Of Wa Cities *	100.00	City Of Stanwood
1292	03/04/2020	Claims	3	32287	Reina Barber	438.48	City Of Stanwood
1293	03/04/2020	Claims	3	32288	Builders Exchange of Washington Inc	177.00	City Of Stanwood
1294	03/04/2020	Claims	3	32289	Cascade Natural Gas Corp	541.92	127 540 0000 3; 498 440 0000 7; 931 607 9072 6; 022 201 7579 4; 953 540 0000 2
1295	03/04/2020	Claims	3	32290	CivicPlus, LLC	17,232.48	City Of Stanwood
1296	03/04/2020	Claims	3	32291	Wendy Corder Dowhower	388.80	City Of Stanwood
1297	03/04/2020	Claims	3	32292	Crawford Garage Doors Inc	202.02	City Of Stanwood
1298	03/04/2020	Claims	3	32293	Databar Inc.	1,127.33	8952; 8952
1299	03/04/2020	Claims	3	32294	Enviro-Care Company	776.74	STANWOOD
1300	03/04/2020	Claims	3	32295	FCS Group- Solutions- Oriented Consult.	4,612.50	City Of Stanwood
1301	03/04/2020	Claims	3	32296	Hamilton Lumber LLC	228.61	City Of Stanwood
1302	03/04/2020	Claims	3	32297	David Hammond	420.98	City Of Stanwood
1303	03/04/2020	Claims	3	32298	Harmesen LLC	900.00	City Of Stanwood
1304	03/04/2020	Claims	3	32299	Jessica McCready	3,666.68	City Of Stanwood
1305	03/04/2020	Claims	3	32300	Jiffy Lube 2583	303.62	05; 05; 05; 05
1306	03/04/2020	Claims	3	32301	KCDA Purchasing Cooperative	164.59	101453
1307	03/04/2020	Claims	3	32302	Keith Kennedy	417.00	City Of Stanwood
1308	03/04/2020	Claims	3	32303	Lankford Associates	1,035.00	City Of Stanwood
1309	03/04/2020	Claims	3	32304	Lautenbach Industries, Inc	4,676.49	City Of Stanwood
1310	03/04/2020	Claims	3	32305	Les Schwab Tire Centers	34.93	S34-00006
1311	03/04/2020	Claims	3	32306	Mackenzie	19,156.76	City Of Stanwood; City Of Stanwood
1312	03/04/2020	Claims	3	32307	Maul Foster Alongi, Inc.	10,061.54	City Of Stanwood
1313	03/04/2020	Claims	3	32308	Municode	193.10	70-79
1314	03/04/2020	Claims	3	32309	Office Depot	60.91	36274097
1315	03/04/2020	Claims	3	32310	PUD Of Snohomish County *	15,883.04	201942398; 200103539; 222277832; 220923312; 200794063; 200208858; 202982351; 202423729; 200592889
1316	03/04/2020	Claims	3	32311	Pace Engineers, Inc	7,884.01	City Of Stanwood; City Of Stanwood
1317	03/04/2020	Claims	3	32312	Partsmaster	772.34	PM335582
1318	03/04/2020	Claims	3	32313	Kevin Pellham	437.00	City Of Stanwood
1319	03/04/2020	Claims	3	32314	Perteet Inc.	3,207.09	City Of Stanwood
1320	03/04/2020	Claims	3	32315	RH2 Engineering Inc	14,827.65	City Of Stanwood; City Of Stanwood; City Of Stanwood
1321	03/04/2020	Claims	3	32316	Jeffrey Ray	14.00	City Of Stanwood
1322	03/04/2020	Claims	3	32317	Refund - Thomas Mayes	117.29	Refund Thomas Mayes #2959 For Payment Of Renters Final Bill

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1323	03/04/2020	Claims	3	32318	Ricoh USA, Inc.	1,743.89	1316669-3660140; 1316669-3660090; 1316669-3660143; 1316669-3660142; 1316669-3659652
1324	03/04/2020	Claims	3	32319	Sno Co Auditor's Office	9,328.31	City Of Stanwood
1325	03/04/2020	Claims	3	32320	Sno Co District Court	664.13	DCT34003
1326	03/04/2020	Claims	3	32321	Everett Daily Herald/ Sound Publishing	318.08	14104597
1327	03/04/2020	Claims	3	32322	Stanwood Auto Parts	279.78	56100
1328	03/04/2020	Claims	3	32323	Stanwood Camano News	118.59	261981; 261981
1329	03/04/2020	Claims	3	32324	T-Bailey, Inc	383,377.85	City Of Stanwood
1330	03/04/2020	Claims	3	32325	UPS Store #4798	36.57	City Of Stanwood
1331	03/04/2020	Claims	3	32326	Unum Life Insurance	88.40	City Of Stanwood
1332	03/04/2020	Claims	3	32327	Verizon Wireless	1,066.40	372541731-00001
1333	03/04/2020	Claims	3	32328	WA St Dept of Ecology *	967.62	City Of Stanwood
1334	03/04/2020	Claims	3	32329	WA St Dept of Transportation *	5,915.31	City Of Stanwood
1335	03/04/2020	Claims	3	32330	Washington Tractor Inc.	626.77	111096
1336	03/04/2020	Claims	3	32331	Waste Management Skagit	154.18	8-34465-95001
1337	03/04/2020	Claims	3	32332	Wave Broadband	142.65	3201-0316545-01
1338	03/04/2020	Claims	3	32333	Western Exterminator Company	185.64	683591
1466	03/12/2020	Claims	3	32334	A WorkSAFE Service, Inc	55.00	City Of Stanwood
1467	03/12/2020	Claims	3	32335	Ace Hardware	369.97	20013
1468	03/12/2020	Claims	3	32336	American Planning Assn	388.00	Amy Rusko ID #297777
1469	03/12/2020	Claims	3	32337	Aramark Uniform Services Inc	494.43	937963000
1470	03/12/2020	Claims	3	32338	Automatic Entries Inc	665.84	City Of Stanwood
1471	03/12/2020	Claims	3	32339	Cascade Natural Gas Corp	339.90	608 440 0000 4
1472	03/12/2020	Claims	3	32340	Columbia Ford	38,750.83	City Of Stanwood
1473	03/12/2020	Claims	3	32341	Community Resource Center	73.30	City Of Stanwood
1474	03/12/2020	Claims	3	32342	Cuz Concrete Products Inc	92.25	STA293
1475	03/12/2020	Claims	3	32343	Dog Waste Depot	91.98	City Of Stanwood
1476	03/12/2020	Claims	3	32344	Edge Analytical Inc	260.00	STA01; STA01; STA01; STA01
1477	03/12/2020	Claims	3	32345	ESRI Environmental Systems Research, Inc	436.80	471802
1478	03/12/2020	Claims	3	32346	Frontier *	1,369.91	360-629-4907-072497-5; 206-188-0411-053105-5
1479	03/12/2020	Claims	3	32347	General Pacific Inc	6,899.26	101681
1480	03/12/2020	Claims	3	32348	Grainger Inc	187.01	848089215
1481	03/12/2020	Claims	3	32349	Graybar Electric Co	4,312.00	381685
1482	03/12/2020	Claims	3	32350	HB Jaeger	1,629.22	CITSTA; CITSTA
1483	03/12/2020	Claims	3	32351	Harmsen LLC	3,452.50	City Of Stanwood
1484	03/12/2020	Claims	3	32352	Lenz Enterprises Inc	10.00	City Of Stanwood
1485	03/12/2020	Claims	3	32353	Les Schwab Tire Centers	764.40	S34-00006
1486	03/12/2020	Claims	3	32354	Motor Trucks International	245.28	74799; 74799
1487	03/12/2020	Claims	3	32355	Navia Benefits	50.00	City Of Stanwood
1488	03/12/2020	Claims	3	32356	Office Depot	381.28	36274097; 36274097; 36274097
1489	03/12/2020	Claims	3	32357	Pitney Bowes Inc- Purchase Power *	1,005.00	8000-9090-0519-5677
1490	03/12/2020	Claims	3	32358	Quality Controls Corporation	1,987.38	City Of Stanwood
1491	03/12/2020	Claims	3	32359	RH2 Engineering Inc	5,546.76	City Of Stanwood
1492	03/12/2020	Claims	3	32360	Shred-it US JV LLC	41.91	14668765
1493	03/12/2020	Claims	3	32361	Skagit Farmers Supply	903.91	135052
1494	03/12/2020	Claims	3	32362	Sno Co Information Services *	9,150.43	DIS1107

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1495	03/12/2020	Claims	3	32363	Sno Co Treasurer	1,432.64	32032400400100; 32042000402900; 32032400413200; 32043000200400; 32032300401100; 32032300400700; 32032300401200; 32032400300100; 32032400305600; 32032400300300; 00985000000200
1496	03/12/2020	Claims	3	32364	Stanwood Auto Parts	182.12	56100
1497	03/12/2020	Claims	3	32365	Stanwood Camano News	474.35	261981; 261981; 261981; 261981; 261981
1498	03/12/2020	Claims	3	32366	Stanwood Chamber Of Commerce	750.00	City Of Stanwood
1499	03/12/2020	Claims	3	32367	Stanwood Hardware	391.68	1414
1500	03/12/2020	Claims	3	32368	Stilly Auto Parts Napa	417.53	27197
1501	03/12/2020	Claims	3	32369	T-Bailey, Inc	208,321.85	City Of Stanwood
1502	03/12/2020	Claims	3	32370	Twin City Lanes & Trophy	157.25	City Of Stanwood
1503	03/12/2020	Claims	3	32371	Utilities Underground Loc	190.92	134200
1504	03/12/2020	Claims	3	32372	WA St Dept of Ecology *	3,198.12	City Of Stanwood; City Of Stanwood
1505	03/12/2020	Claims	3	32373	WA St Dept of Transportation *	133.73	916001509
1506	03/12/2020	Claims	3	32374	WIN-911	600.00	City Of Stanwood
1507	03/12/2020	Claims	3	32375	Washington State Patrol *	172.25	STA301
						001 General Fund	62,989.80
						101 Street Fund	2,856.70
						103 Street Construction Fund	9,299.40
						104 Park And Trail Improvement Fund	15,054.03
						108 Transportation Sales Tax Fund	36.52
						110 Building Improvement Fund	19,156.76
						115 Tourism And Promotion DSC	750.00
						401 Sewer Fund	31,738.09
						403 Sewer Construction Fund	9,417.48
						410 Drainage Fund	6,278.77
						411 Drainage Construction Fund	8,428.73
						421 Water Fund	23,170.86
						422 Water Construction Fund	600,173.65
						457 Sewer Equipment Reserve	38,750.83
						630 Agency Fund	499.25
							Claims: 828,600.87
						* Transaction Has Mixed Revenue And Expense Accounts	828,600.87

CERTIFICATION: I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Stanwood, and that I am authorized to authenticate and certify to said claim.

() Finance Director () Auditing Officer Wendy Conder Doherty Date: 3-17-2020
() Deputy Finance Director

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount Memo
891	02/21/2020	Payroll	3	EFT	Reina C Barber	1,000.00 Feb 2020 Draw
892	02/21/2020	Payroll	3	EFT	Amy L Bergemeier	1,700.00 Feb 2020 Draw
893	02/21/2020	Payroll	3	EFT	Wendy R Corder Dowhower	2,000.00 Feb 2020 Draw
894	02/21/2020	Payroll	3	EFT	Kevin M Davis	1,000.00 Feb 2020 Draw
895	02/21/2020	Payroll	3	EFT	Stacey A Davis	1,600.00 Feb 2020 Draw
896	02/21/2020	Payroll	3	EFT	Jennifer L Ferguson	3,500.00 Feb 2020 Draw
897	02/21/2020	Payroll	3	EFT	Devin D Grohs	1,350.00 Feb 2020 Draw
898	02/21/2020	Payroll	3	EFT	David A Hammond	3,000.00 Feb 2020 Draw
899	02/21/2020	Payroll	3	EFT	Trevor M Harrison	1,600.00 Feb 2020 Draw
900	02/21/2020	Payroll	3	EFT	Krista A Hintz	1,000.00 Feb 2020 Draw
901	02/21/2020	Payroll	3	EFT	Kevin J Hushagen	2,000.00 Feb 2020 Draw
902	02/21/2020	Payroll	3	EFT	Patricia I Love	2,000.00 Feb 2020 Draw
903	02/21/2020	Payroll	3	EFT	Jeffrey K Ray	800.00 Feb 2020 Draw
904	02/21/2020	Payroll	3	EFT	Carly L Ruacho	1,000.00 Feb 2020 Draw
905	02/21/2020	Payroll	3	EFT	Corinne J Schakel	800.00 Feb 2020 Draw
906	02/21/2020	Payroll	3	EFT	Gina N Seegert	1,500.00 Feb 2020 Draw
907	02/21/2020	Payroll	3	EFT	Amanda B Slattery	1,600.00 Feb 2020 Draw
908	02/21/2020	Payroll	3	EFT	David S Smith	500.00 Feb 2020 Draw
909	02/21/2020	Payroll	3	EFT	Shawn A Smith	3,450.00 Feb 2020 Draw
910	02/21/2020	Payroll	3	EFT	Lisa M Sokolik	1,500.00 Feb 2020 Draw
911	02/21/2020	Payroll	3	EFT	Nathan D Towse	1,000.00 Feb 2020 Draw
1222	03/06/2020	Payroll	3	EFT	Edward A Avila	4,260.80 February 2020 Payroll
1223	03/06/2020	Payroll	3	EFT	Reina C Barber	2,374.10 February 2020 Payroll
1224	03/06/2020	Payroll	3	EFT	Amy L Bergemeier	1,949.68 February 2020 Payroll
1225	03/06/2020	Payroll	3	EFT	Elizabeth M Callaghan	390.89 February 2020 Payroll
1226	03/06/2020	Payroll	3	EFT	Wendy R Corder Dowhower	3,152.74 February 2020 Payroll
1227	03/06/2020	Payroll	3	EFT	Victoria Leigh Danielson	5,823.33 February 2020 Payroll
1228	03/06/2020	Payroll	3	EFT	Kevin M Davis	4,003.61 February 2020 Payroll
1229	03/06/2020	Payroll	3	EFT	Stacey A Davis	2,228.50 February 2020 Payroll
1230	03/06/2020	Payroll	3	EFT	Jennifer L Ferguson	4,687.65 February 2020 Payroll
1231	03/06/2020	Payroll	3	EFT	Devin D Grohs	2,344.04 February 2020 Payroll
1232	03/06/2020	Payroll	3	EFT	David A Hammond	4,351.19 February 2020 Payroll
1233	03/06/2020	Payroll	3	EFT	Trevor M Harrison	3,249.91 February 2020 Payroll
1234	03/06/2020	Payroll	3	EFT	Krista A Hintz	3,221.80 February 2020 Payroll
1235	03/06/2020	Payroll	3	EFT	Kevin J Hushagen	5,772.52 February 2020 Payroll
1236	03/06/2020	Payroll	3	EFT	Robin C Johnson	391.11 February 2020 Payroll
1237	03/06/2020	Payroll	3	EFT	Scott R Justesen	4,411.55 February 2020 Payroll
1238	03/06/2020	Payroll	3	EFT	Henry L Kelley	905.87 February 2020 Payroll
1239	03/06/2020	Payroll	3	EFT	Keith R Kennedy	5,436.92 February 2020 Payroll
1240	03/06/2020	Payroll	3	EFT	Patricia I Love	4,051.35 February 2020 Payroll
1241	03/06/2020	Payroll	3	EFT	Marcy A Mathis	3,404.64 February 2020 Payroll
1242	03/06/2020	Payroll	3	EFT	Timothy A Pearce	390.89 February 2020 Payroll
1243	03/06/2020	Payroll	3	EFT	Kevin J Pellham	2,917.86 February 2020 Payroll
1244	03/06/2020	Payroll	3	EFT	Jeffrey K Ray	2,154.10 February 2020 Payroll
1245	03/06/2020	Payroll	3	EFT	Sidney G Roberts	390.89 February 2020 Payroll
1246	03/06/2020	Payroll	3	EFT	Sara L Robinson	3,271.17 February 2020 Payroll
1247	03/06/2020	Payroll	3	EFT	Carly L Ruacho	967.46 February 2020 Payroll
1248	03/06/2020	Payroll	3	EFT	Amy M Rusko	5,231.34 February 2020 Payroll
1249	03/06/2020	Payroll	3	EFT	Corinne J Schakel	2,040.20 February 2020 Payroll
1250	03/06/2020	Payroll	3	EFT	Gina N Seegert	4,234.86 February 2020 Payroll
1251	03/06/2020	Payroll	3	EFT	Stephen G Shepro	390.89 February 2020 Payroll
1252	03/06/2020	Payroll	3	EFT	Amanda B Slattery	2,664.28 February 2020 Payroll
1253	03/06/2020	Payroll	3	EFT	David S Smith	3,969.69 February 2020 Payroll
1254	03/06/2020	Payroll	3	EFT	Shawn A Smith	2,731.10 February 2020 Payroll
1255	03/06/2020	Payroll	3	EFT	Lisa M Sokolik	2,554.01 February 2020 Payroll
1256	03/06/2020	Payroll	3	EFT	Casey J Sousa	3,251.23 February 2020 Payroll
1257	03/06/2020	Payroll	3	EFT	Nathan D Towse	3,429.73 February 2020 Payroll

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1258	03/06/2020	Payroll	3	EFT	Dianne W White	390.82	February 2020 Payroll
1259	03/06/2020	Payroll	3	EFT	Judith A Williams	391.11	February 2020 Payroll
1272	03/06/2020	Payroll	3	EFT	HSA Bank	1,891.33	Pay Cycle(s) 03/06/2020 To 03/06/2020 - HSA Contributions ER; Pay Cycle(s) 03/06/2020 To 03/06/2020 - HSA Contr EE Over 55
1273	03/06/2020	Payroll	3	EFT	Internal Revenue Service (941)	50,782.20	941 Deposit for Pay Cycle(s) 03/06/2020 - 03/06/2020
1274	03/06/2020	Payroll	3	EFT	WA St Department Of Retirement Systems	44,480.78	Pay Cycle(s) 03/06/2020 To 03/06/2020 - PERS2; Pay Cycle(s) 03/06/2020 To 03/06/2020 - PERS 3; Pay Cycle(s) 03/06/2020 To 03/06/2020 - 457 - DRS (DCP)
1275	03/06/2020	Payroll	3	1696	AFLAC	495.62	Pay Cycle(s) 03/06/2020 To 03/06/2020 - AFLAC, Pre-Tax; Pay Cycle(s) 03/06/2020 To 03/06/2020 - AFLAC, Post-Tax
1276	03/06/2020	Payroll	3	1697	AWC Employee Benefit Trust	14,509.24	Pay Cycle(s) 03/06/2020 To 03/06/2020 - AWC - Health First 250; Pay Cycle(s) 03/06/2020 To 03/06/2020 - AWC- Dental J; Pay Cycle(s) 03/06/2020 To 03/06/2020 - AWC - Vision; Pay Cycle(s) 03/06/2020 To;
1277	03/06/2020	Payroll	3	1698	Colonial Life Insurance	66.75	Pay Cycle(s) 03/06/2020 To 03/06/2020 - Colonial Life Ins
1278	03/06/2020	Payroll	3	1699	Hartford Retirement Plan Services	2,635.80	Pay Cycle(s) 03/06/2020 To 03/06/2020 - 457 - MassMutual (Hartford); Pay Cycle(s) 03/06/2020 To 03/06/2020 - Roth 457(b)(MassMutual)
1279	03/06/2020	Payroll	3	1700	ICMA Retirement Trust	2,837.12	Pay Cycle(s) 03/06/2020 To 03/06/2020 - 457 - ICMA
1280	03/06/2020	Payroll	3	1701	Navia Benefits	116.67	Pay Cycle(s) 03/06/2020 To 03/06/2020 - Medical FSA-S125; Pay Cycle(s) 03/06/2020 To 03/06/2020 - Navia Limited FSA
1281	03/06/2020	Payroll	3	1702	Teamsters Union Local 231	1,321.00	Pay Cycle(s) 03/06/2020 To 03/06/2020 - Teamsters Dues
1282	03/06/2020	Payroll	3	1703	Washington Teamsters Welfare Trust	31,370.00	Pay Cycle(s) 03/06/2020 To 03/06/2020 - Teamsters Dental; Pay Cycle(s) 03/06/2020 To 03/06/2020 - Teamsters Medical

001 General Fund	162,087.82
101 Street Fund	17,764.57
108 Transportation Sales Tax Fund	1,314.80
401 Sewer Fund	41,725.64
410 Drainage Fund	18,902.10
421 Water Fund	50,395.41

292,190.34 Payroll: 292,190.34

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
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CERTIFICATION: I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Stanwood, and that I am authorized to authenticate and certify to said claim.

() Finance Director (✓) Auditing Officer Wendy Gordon Orshorn Date: 3-17-2020
() Deputy Finance Director

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**CITY OF STANWOOD
COUNCIL/PLANNING COMMISSION
AGENDA STAFF REPORT**

ITEM NUMBER: 7b
DATE: March 26, 2020
SUBJECT: City Council February 27, 2020 Regular Meeting Minutes
CONTACT PERSON: Sara Robinson, Deputy Clerk
ATTACHMENTS: A – Council Regular Meeting Minutes

SUMMARY STATEMENT

Minutes of the February 27, 2020 Regular City Council Meeting are attached.

RECOMMENDED MOTION

I MOVE TO APPROVE THE MINUTES OF THE FEBRUARY 27, 2020 REGULAR COUNCIL MEETING AS PRESENTED.

CITY OF STANWOOD

Regular Meeting of the City Council

Thursday, February 27, 2020 – 7:00 p.m.

Stanwood Camano School District Administration Board Room

MINUTES

1. Call to Order and Pledge of Allegiance

Mayor Kelley called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance.

2. Roll Call

Deputy Clerk Sara Robinson called the roll with the following Councilmembers present: Dianne White, Elizabeth Callaghan, Timothy Pearce, Steve Shepro and Sid Roberts. The meeting was quorate.

Motion by Councilmember Callaghan, Second by Councilmember Pearce, to excuse Councilmember Johnson and Councilmember Williams. Motion carried unanimously.

Also present: Public Works Director Kevin Hushagen, Community Development Director Patricia Love, Finance Director David Hammond, Police Chief Rob Martin, Fire Chief John Cermak, Attorney Brett Vinson, City Administrator Jennifer Ferguson, and Deputy Clerk Sara Robinson.

3. Approval of the Agenda

Motion by Councilmember Pearce, second by Councilmember Callaghan, to approve the agenda. Motion carried unanimously.

4. Citizen Comments

Bill Dexter – 8808 271st Street NW Stanwood WA / 17617 89th Avenue NE Arlington WA
Mr. Dexter, owner of American Cremation and Casket Alliance provided an update regarding his Insurance Claim with the City. He expressed a sincere desire to avoid litigation, unfortunately he will not accept the City Insurance Company's low settlement offer. He has asked the City to make this situation right and if not he will have to proceed with litigation for the full amount of their loss.

Tim Schmitt – 27308 101st Avenue

Following up on the issue arising from the Crematorium permit regarding the City's general incineration policy. Stanwood Municipal Code is odd regarding incineration in the General Industrial and Light Industrial zones. Had this part of the code been clarified before the Crematorium permit it would have prevented some troubles. Mr. Schmitt noted that he had emailed each councilmember asking about this code discrepancy about six months ago and did not get a response. In the future he hopes to receive a response to his emails. No response and a shoulder shrug are disappointing responses.

Stanwood City Council Meeting Minutes – February 27, 2020

5. Staff Reports

- a. Planning Commission Meeting Minutes – January 13, 2020
- b. Parks and Trails Advisory Committee Meeting Minutes – January 21, 2020
- c. Police Compstat Report – January 2020

6. Consent Agenda

- a. Finance Committee Meeting Minutes – February 11, 2020
- b. Public Works Committee Meeting Minutes- February 3, 2020

Motion by Councilmember Callaghan Second by Councilmember Pearce, to approve the Consent Agenda items a through g. Motion carried unanimously.

8. New Business

- a. Resolution 2020-01—Consolidated Financial Management Policy

Finance Director, David Hammond presented a request to adopt Resolution 2020-01 to consolidate and revise financial management policies.

Key proposed changes to the city procurement policy were driven by changes to Washington Statutory bid thresholds and also to implement requirements of the federal government that apply to grantees. In addition, staff recommends consideration by Council to delegate contract and purchasing authority to the mayor to improve efficiency with a revised review process for all procurement in a continued transparent manner.

Hammond gave an overview of the policy changes.

The Finance Committee reviewed and discussed the Consolidated Financial Management Policy at their February 11th meeting and recommended approval to Council.

Councilmember Roberts asked what the State Auditors like to see for reserves.

Hammond responded stating that they like to see a risk based approach depending on fund cash flows. Hammond stated his comfort level for the general fund is 3 months of reserve.

Mayor Kelley added that the City has been using the 3 months approach for a long time and that this will simply codify the policy.

Motion by Councilmember Roberts, second by Councilmember Steve Shepro, to Adopt Resolution 2020-01 creating a consolidated Financial Management Policy and replacing the previous financial policies. Motion carried unanimously.

- b. Resolution 2020-02—Update to Consolidated Schedule of Fees & Charges

Finance Director, David Hammond presented the request to adopt Resolution 2020-02 updating the City's Consolidated Schedule of Fees and Charges. Staff recommends review of the consolidated schedule of fees and charges with each biennial budget. The City most recently updated the schedule in March 28, 2019 by Resolution 2019-05. Staff recommends this additional update to make two changes: Discontinue the \$50 Special

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Event—Administrative staff have updated application procedures to streamline the process for event applicants, and recommend discontinuance of this fee as it is in conflict with city efforts to promote tourism and community events. Increase the current fingerprinting fee from \$15.00 to \$17.00 to reflect increasing staff costs.

The Finance Committee discussed the Special Event Permit Fee on February 11, 2020 and support discontinuance of the fee. The Economic Development Board also discussed and support this change.

Motion by Councilmember Callaghan, second by Councilmember Shepro, to approve Resolution 2020-02 updating the 2020 Consolidated Fee and Charge Schedule. Motion carried unanimously.

- c. Authorize the Mayor to Sign Collective Bargaining Agreements with Teamsters Local 231 representing Public Works and Administrative Employees for 2020-2022, and Approve Resolution 2020-03, amending the 2020 Salary and Benefit Schedule

Finance Director, David Hammond presented the request to authorize the mayor to sign the negotiated three year collective bargaining agreements with Administrative and Public Works employees, and adopt Res. 2020-03 to implement the provisions of the agreements. Administrative staff also request one change to the schedule of non-represented employees, replacing the Construction Inspector with a Planner.

The current collective bargaining agreements for Administrative and Public Works employees expired on December 31st, 2019. The new agreements cover the period Jan. 1, 2020 to Dec. 31, 2022.

Hammond gave an overview of the proposed changes to the Collective Bargaining Agreements and noted that the Public Works and Administrative employees' salary and benefits will remain within budget at the fund level.

Motion by Councilmember Callaghan, second by Councilmember Roberts, to authorize the Mayor to Sign the Collective Bargaining Agreements for the years 2020- 2022 with Teamsters Local 231 Representing the Public Works and Administrative Employees. Motion carried unanimously.

Motion by Councilmember Shepro, second by Councilmember Pearce to Adopt Resolution 2020-03 Amending the 2020 Salary and Benefit Schedule. Motion carried unanimously.

- d. Authorize the Mayor to Accept the 2020 Port of Seattle Tourism Grant

Jennifer Ferguson, City Administrator presented the request for Council consideration of and authorization for the Mayor to execute the Port of Seattle grant agreement and accept the \$10,000 award to create a ½ page ad in the Alaska Beyond magazine featuring outdoor adventure travel; create a video promoting Stanwood & Camano Island as a tourist destination for outdoor enthusiasts; and bring travel writer Jamie Pettito to Stanwood-Camano to create a travel writer video and promote the area as an active outdoor adventure for a long weekend. The grant agreement requires a 37.5% city match in the

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amount of \$6,000 and may require a budget amendment within the Tourism and Promotion Special Revenue Fund. The 2020 budget currently include expenditures towards website enhancements and tourism related expenditures. A budget amendment would be forthcoming in later 2020 after other revenue sources are better known for this new fund. The Economic Development Board reviewed the grant program and recommends acceptance of the grant award.

Motion by Councilmember Pearce, second by Councilmember Callaghan, to authorize the Mayor to sign the 2020 Grant Agreement and Accept the Grant Award of \$10,000 with the Port of Seattle as part of the City of Stanwood's Marketing and Tourism Initiative Discover Stanwood Camano. Motion carried unanimously.

9. Citizen Closing Comments

Tim Schmitt - 27308 101st Avenue

Mr. Schmitt would like to thank the City for a successful Glass Quest. The event brings a lot of people to the community. The Thrift Store had about \$3,000 in additional sales due to this increase of traffic. The event was very successful and had a great community impact.

10. Reports of Officers and Committees

a. Mayor's Report –

Reminder that the Census is coming soon and it is very important for everyone to participate.

Both the house and senate have funding for Stanwood for the berm/walking trail. All of the trips to Olympia have paid off.

b. City Administrator's Report

Once again, Stanwood achieved WellCity status for 2021. This is an AWC program award that recognizes cities that meet best practice standards for health and well being promotion. The award means that the City receives a 2% discount on healthcare premiums for the plans provided through AWC Employee Benefit Trust. Thank you to Krista for maintaining our program and for the final reporting to show that we met our targets and achievements. AWC's Center for Quality Communities scholarships are now available for outstanding young leaders in Washington's cities and towns. Your city can nominate one young leader who plans to attend college or a trade school this fall. Up to six \$1,500 scholarships may be awarded in May to graduating high school students. Nominations are due March 9.

c. Councilmember Reports and Questions

Councilmember White wanted to thank everyone for excusing her absences for the last month. She had a knee replacement and is doing very well.

11. Adjourn

Mayor Kelley adjourned the meeting at 7:39 p.m.

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CITY OF STANWOOD

ATTEST:

Leonard Kelley, Mayor

Sara Robinson, Deputy Clerk



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7c

DATE: March 26, 2020

SUBJECT: Ratify Contracts executed by the Mayor under emergency powers proclamation

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS:

- A – Contract -- KPG for Construction Management Services on the 90th Avenue/Viking Way project
- B – Contract - SRV for construction of the 90th Avenue/Viking Way project
- C – Bid Tabulation-90th Avenue/Viking Way project
- D – Contract - RH2 Engineering Inc. On-call support for the water telemetry system and general engineering support

ISSUE

The issue in front of the Council is to ratify three contracts that were executed by the Mayor under proclamation of emergency dated March 9, 2020.

SUMMARY STATEMENT

On March 9, 2020 Mayor Kelley issued a proclamation declaring a city-wide emergency in order to support and participate in the COVID 19 response. This declaration authorized execution of contracts by the authority of RCW 38.52.070 (2). Staff requests council ratification of the following three contracts executed under this authority:

1. 90th Avenue/Viking Way project contract with KPG for construction management services. The project has been designed and bid and is ready for construction. The City received federal funding on this project and as part of the funding is required to hire a construction management firm.
2. The City advertised for bids to construct the 90th Avenue/Viking Way project and SRV is the apparent low responsive bidder. A contract with SRV was needed to allow the project to continue to construction in a timely manner.
3. RH2 has provided needed support with the water telemetry system and engineering services for the past several years and this contract allows for staff to continue this process with a defined contract in place.

DISCUSSION

City staff sent out a Request for Qualifications (RFQ) seeking a firm to provide construction management services on the 90th Avenue/Viking Way project. Five submittals were received, evaluated and scored. The top three firms were interviewed and KPG was chosen to enter into a contract with and negotiate a scope and fee.

FINANCIAL IMPACT

The fiscal impact of the RH2 on-call contract will not exceed \$100,000 over the five year term, and will be funded out of professional services and/or repair and maintenance.

With respect to the Viking Way Project, SRV's construction bid is \$2,407,661.86, which includes, streets, water and sewer utility work. KPV's construction management contract is \$403,695. The overall Street Improvement Project (Phase One) is \$4,057,756 with the following Sources and Uses approved (includes costs to date and 2020 budget):

Sources of Funding

Rural Town Centers Grant	\$1,787,000.00	44%
State Grant (Commerce)	\$500,000.00	12%
WSDOT/FHA Grant	\$153,000.00	4%
General Funds	\$584,476.00	14%
Transportation Benefit District	\$136,416.00	3%
Impact Fees	\$229,864.00	6%
Utility Funds	\$667,000.00	16%
	<u>\$4,057,756.00</u>	

Project Costs & Uses

Design & Engineering	\$391,363.00
ROW & Acquisition	\$999,393.00
Construction	<u>\$2,667,000.00</u>
	<u>\$4,057,756.00</u>

The table below summarizes the fiscal impact by fund, note that the Streets Construction Fund and Sewer Utility Fund may need a budget amendment. Staff will monitor the funds and propose an amendment if needed.

Fund	SRV Bid	KPG Bid	Total Bid	Budget	Over/(under) Budget
Streets	1,961,645	328,911	2,290,556	2,000,000	290,556
Water	241,220	40,466	281,686	498,000	(216,314)
Sewer	204,797	34,339	239,136	169,000	70,136
Total	2,407,662	403,716	2,811,378	2,667,000	144,378

The 2020 budget includes \$2,000,000 in street construction, \$498,000 in water construction and \$169,000 in sewer construction. The street portion includes receiving \$510,000 in a legislative proviso that had been approved by the State after being included on the Governor's pause list. Also, the bid for the sewer portion of the work was \$204,796.63. Either or both of these could result in the need for a budget amendment.

COMMITTEE RECOMMENDATIONS

The Public Works Committee reviewed all three contracts and recommended approval.

RECOMMENDED MOTIONS

I MOVE TO APPROVE THE CONTRACT WITH SRV FOR THE CONSTRUCTION OF THE 90TH AVENUE/VIKING WAY PROJECT NOT TO EXCEED \$2,407,661.86 AND TO RATIFY AND CONFIRM THE MAYOR'S EXECUTION OF SAID CONTRACT AND ANY AND ALL ACTS CONSISTENT WITH THE AUTHORITY BUT PRIOR TO THE ADOPTION OF THIS MOTION .

I MOVE TO RATIFY THE MAYOR'S EXECUTION OF THE CONTRACT WITH KPG TO PROVIDE CONSTRUCTION MANGEMENT SERVICES ON THE 90TH AVENUE/VIKING WAY PROJECT NOT TO EXCEED \$403,695.

I MOVE TO RATIFY THE MAYOR'S EXECUTION OF THE CONTRACT WITH RH2 TO PROVIDE ON CALL SUPPORT FOR THE WATER TELEMTRY SYSTEM AND GENERAL ENGINEERING SERVICES.

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

Agreement Number:

Firm/Organization Legal Name (do not use dba's): KPG, P.S.	
Address 3131 Elliott Ave, Suite 400 Seattle, WA 98121	Federal Aid Number STPUS-9311(001)
UBI Number 601-248-468	Federal TIN 91-1477622
Execution Date	Completion Date 12/31/2021
1099 Form Required ☐ Yes ☒ No	Federal Participation ☒ Yes ☐ No
Project Title 90th Avenue NW Extension CM Services	
Description of Work This project will construct roadways within Standwood's downtown Center. Work will include: Constructing new streets for 90th Ave NW from 271st St NW to Viking Way, and from Viking Way at 90th Ave NW to 88th Ave NW; Clearing and Grubbing; excavation and embankments; surfacing and hot mix asphalt pavement; drainage; landscaping; sidewalks and curb ramps; signing; channelization; water and sanitary sewer improvements and erosion/water pollution control.	
☒ Yes ☐ No DBE Participation ☐ Yes ☒ No MBE Participation ☐ Yes ☒ No WBE Participation ☐ Yes ☒ No SBE Participation	Total Amount Authorized: \$353,695 Management Reserve Fund: \$50,000 Maximum Amount Payable: \$403,695

Index of Exhibits

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

Agreement Number:

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

In the absence of a mandatory UDBE, the Consultant shall continue their outreach efforts to provide SBE firms maximum practicable opportunities.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

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

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

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

If to AGENCY:

Name: Shawn Smith
Agency: City of Stanwood
Address: 10220 270th St NW
City: Stanwood State: WA Zip: 98292
Email: shawn.smith@ci.stanwood.wa.us
Phone: 360-629-2181
Facsimile:

If to CONSULTANT:

Name: Allen Prouty
Agency: KPG, P.S.
Address: 3131 Elliott Ave., Suite 400
City: Seattle State: WA Zip: 98121
Email: allen@kpg.com
Phone: 425-422-5769
Facsimile: N/A

IV. Time for Beginning and Completion

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

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

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V. Payment Provisions

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

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.

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

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

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

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

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

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

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

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

Agreement Number:

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

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

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

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XII. Legal Relations

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

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

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

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

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

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

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

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

Insurance Coverage

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

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

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

Name: Shawn Smith
Agency: City of Stanwood
Address: 10220 270th St NW
City: Stanwood State: WA Zip: 98292
Email: shawn.smith@ci.stanwood.wa.us
Phone: 360-629-2181
Facsimile:

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

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

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

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XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

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

Signature

Date

Signature

Date

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

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Exhibit A ***Scope of Work***

Federal Aid No. STPUS-9311(001)

Please see attached scope of work

Agreement Number:

EXHIBIT A Scope of Work

Construction Management Services City of Stanwood

Federal Aid Project Number: STPUS-9311(001)
City Project Name: 90th Avenue NW Extension (PROJECT)

I. INTRODUCTION

Overview

The City of Stanwood (CITY) proposes constructing roadways within Stanwood's Downtown Center. Work includes constructing new streets for 90th Avenue NW to from 271st Street NW to Viking Way and for Viking Way from 90th Avenue NW to 88th Avenue NW by clearing and grubbing, removals, excavations and embankments, surfacing and hot mix asphalt pavement, drainage, landscaping, curbing, sidewalks and curb ramps, illumination, signing, channelization, water and sanitary sewer improvements, and erosion/water pollution control.

Funding

The PROJECT includes federal and CITY (road, water and sewer) funds.

Voluntary Small Business Enterprise (SBE) Goals

KPG (CONSULTANT) includes HWA GeoSciences (SUB-CONSULTANT) within this scope to meet the voluntary SBE goal of ten percent . Exhibit B contains the SBE Participation Plan.

Consultant Construction Management Services

Services are detailed in the following Tasks 100 through Task 600. In the body of this scope are references to the following support personnel.

- Project Manager: PM
- Resident Engineer/Inspector: RE/Insp
- Documentation Specialist: DS

Assumed Durations and Support by Task

Note: Referenced dates are estimated and could be later than shown. Time frames, i.e. (XX days and months) are still relevant. Following are assumptions of time between tasks.

- Management/Coordination/Administration (200 days = 9 months plus 12-month plant establishment yields 21 months): Project management and administrative services, prepare, review and submit monthly expenditures, SUB-CONSULTANT contract management with CONSULTANT. Task 100 begins on Consultant Contract Notice of Award, on or about March 19, 2020 to end of Task 600, on or about December 31, 2021.

Task 100: Position	Assumed Hours Per Month	Months	Total Assumed Hours
PM	1	21	21
Senior Administrator	1	21	21
Document Control Administrator	1	21	21

- Pre-Construction (22 days = 1 month): Tasks 200 begins on Consultant Contract Notice of Award, anticipated to be March 19, 2020 and concluding on the Contractor's Notice to Proceed (NTP: first Contractor Working Day), anticipated on or about April 20, 2020.

Task 200: Position	Assume Hours Per Month	Months	Total Assumed Hours
PM	16	1	16
RE/Insp	96	1	96
DS	96	1	96

- During Working Days (140 days = 6.5 months): Tasks 300 and 400 begin at Contractor NTP (on or about April 20, 2020) and ends after 140 Contractor working days (on or about November 2, 2020). For all 140 Contractor working days, assumed distribution between Tasks 300 and 400 follows:

Task 300 and 400: Position	Assumed Hours Per Day	Days	Total Assumed Hours for both Tasks and MR	Task 300 Assumed Hours	Task 400 Assumed Hours
PM	1.5	140	210	210	0
RE/Insp	8	140	1,120	280	840
DS	4	140	560	480	80

- Geotechnical Support(140 days = 6.5 months): Task 500 begins on or about April 20, 2020.

All CONSULTANT time managing Task 500 is included in Tasks, 100, 200, 300, 400 and 600.

- Project Closeout All but Plant Establishment (22 days = 1 months): Task 600 begins at the end of 140 working days on or about November 2, 2020 and ends December 31, 2020. At the end of project closeout, the CONSULTANT will have complete records but for outstanding documentation affiliated with Plant Establishment.

Position	Weeks	Assumed Hours per Week	Total Assumed Hours
PM	4	3	12
RE/Insp	4	30	120
DS	4	30	120

- Project Closeout Plant Establishment (12 months): Task 600 includes plant establishment which begins at the end of 140 working days on or about November 2, 2020 and ends on or about December 31, 2021. The assumed hours below provide services for the field note records and pay estimate affiliated with the requirements of plant establishment under 8-02.5.

Position	Months	Assumed Hours per Month	Total Assumed Hours
PM	12	0.5	6
RE/Insp	12	2	24
DS	12	8	96

General Assumptions

- The CONSULTANT will utilize the Record of Material (ROM) developed by the Washington State Department of Transportation (WSDOT). This scope of services provides the management of the ROM and scheduling materials testing respectively.
- CITY will review and execute the insurance, bonds and the Construction Contract.

- The CONSULTANT will coordinate with WSDOT during audits related to the project and help the CITY to complete any other required correspondence with outside agencies.
- The CONSULTANT will work with the CITY Contractor to conduct all community outreach in relation to phasing and direct impacts due to the construction.
- The CONSULTANT will answer the majority of RAM's, RFI's and shop drawings but it is assumed that the CITY has the Engineer of Record retained and available for facilitation of said documents as well as interpretation support of "plan and specification" intent when said areas are not clear.
- Services will be performed in accordance with Contract plans, provisions, and CITY standard plans.
- CONSULTANT will coordinate with franchise Utilities.

II. SCOPE OF WORK

The objective and purpose of this Construction Management Services Agreement is for the CONSULTANT to successfully deliver the construction of the PROJECT to the CITY by ensuring that the improvements are constructed in accordance with the approved Plans and Specifications, as may be amended or revised, that all of the required Project documentation is accounted for, and ultimately that the CITY receives a successful Project Management Review (PMR) by WSDOT Local Programs at the end of the Project.

100: Management/Coordination/Administration

Provide overall project management, coordination with the CITY, monthly progress reports, and invoicing. This effort will include the following elements.

- Organize and layout work for the project staff. Prepare instruction on contract administration procedures to be used during construction.
- Review monthly expenditures and team scope activities. Prepare and submit monthly project progress to the CITY along with invoices describing the task performed each month.

200: Administrative Services up to Contractor Notice to Proceed (NTP)

Administrative services are required up to NTP to establish procedures, communication and documentation with the CITY. This task also provides set up of the PROJECT files, familiarization with the contract plans and specifications, and the beginning of material management and general "kick-off" coordination activities. Work under task 200 includes the following:

- Solicit input from the CITY to establish system and procedures for managing the PROJECT

*City of Stanwood
90th Avenue NW Extension Project
STPUS-9311(001)*

- Managing, tracking and filing PROJECT documentation
 - ✓ PROJECT drives for electronic files
 - ✓ Hard drive transfer of electronic files
- Communications
 - ✓ Change Management
 - ✓ Authority
 - ✓ Field Directives
 - ✓ Change Orders with justifications
- Administrative process
 - ✓ Approval of Subcontractors
 - ✓ Material management
 - ✓ Contractor progress payments
 - ✓ Consultant invoices
- Stakeholder coordination and meetings
 - WSDOT
 - ✓ Local Programs
 - ✓ Inspector
 - ✓ Materials Fabrication Inspections
 - CITY Water, Sewer and Storm
 - ✓ Isolation plans
 - ✓ RAM approvals
 - ✓ Sanitary sewer, storm water and domestic water by-pass systems
 - ✓ Special Inspections (Electrical, Geotechnical)
 - Traffic Operations
 - ✓ Material procurements
 - ✓ Public Information Findings hand off (PIF)
 - ✓ Certificate of Materials Origin (CMO) for Agency supplied material
 - ✓ Traffic control phasing
 - ✓ Traffic control plans
 - Public or business claims
 - Outreach
 - ✓ Weekly PROJECT status email to CITY
 - ✓ Public outreach
 - ✓ Complaints
- Prepare hard and electronic files:
- The following logs will be prepared
 - Record of Materials (ROM)
 - Secure ROM as prepared by WSDOT and modify with the following columns

- ✓ Record of Materials number (RAM, 350-071)
 - ✓ RAM approval Codes
 - ✓ Qualified Products List (QPL)
 - ✓ CMO
 - ✓ Relative Test Reports (Requirements and Frequency)
 - ✓ LAG Exceptions (52.107)
 - ✓ Comments
- Material Tracking
 - ✓ Monitors testing frequency per WSDOT Construction Manual
 - ✓ Log acceptance and compaction tests
 - ✓ Log pass or fail to include resolution of failing testing
 - ✓ Track tickets and tonnages
- Submittal Reviews
 - Tracking, coordination with design Engineers and response to Contractor
- Request for Information (RFI)
 - Tracking, coordination with design Engineers and response to Contractor
- Change Management
 - ✓ Change Order
 - ✓ Case Log (Issues)
 - ✓ Design Changes/Clarifications
- Subcontractors
- Certified Payroll
- Materials on Hand
- Training
- The following templates will be prepared
 - Contingency Report
 - Field Note Records (FNR)
 - Estimate (CITY template)
 - Forecasted Cost at Completion
 - Weekly Statement of Working Days
 - Change Order (CO)
 - Change Order Justifications
 - Design Changes/Clarifications
 - Field Material Verifications
- Site visits to become familiar with project limits and physical constraints
- Familiarization with Contract Plans, Specifications, Permits and Geotechnical Report
- Right of Way (ROW) commitments
 - Review executed agreements, including temporary construction easements

- Build files for each property for relative email and documents to be stored
- Prepare a spreadsheet to log ROW commitments fulfilled with relative emails, meetings and phone calls
- Manage RAMs and submittals by reviewing against the Contract and/or facilitating Engineer of Record Reviews
- Manage the ROM
- Develop Stakeholders List with names, titles, phone numbers and emails
- Comb the Contract and compile list of submittals and modify the ROM as required
- Prepare Pre-Construction (Precon) Agenda
- Comb the Contract Provisions to insert Precon agenda items
- Prepare Pre-con attendees list and hand off to CITY who will send out invites
- Lead and attend Pre-con, prepare and distribute minutes
- Assist CITY with Utility Coordination
- Pre-construction photographs and video
- Permitting – Coordinate with CITY on required permits, status and tracking
- Review Contractor's Schedule for Contract Compliance

300: Construction and Administrative Services. NTP to but not through Project Closeout.

Support includes stakeholder coordination, documentation and change management in general compliance with CITY, State and Federal requirements. Work includes the following:

- Maintain Logs identified in Task 200
- Coordinate material inspections with SUB-CONSULTANT, Task 500
- Facilitate WSDOT special inspections (signal and luminaire poles)
- Review material reports from SUB-CONSULTANT, Task 500, for Contract compliance and contact the Contractor to bring resolution to any deficiencies
- Track quantities according to the Construction Manual to get the required amount of testing
- Review RAMs and apply or facilitate approval codes
- Transmit ROM to the Contractor and request that they submit material requirements via the RAM process
- Verify, via RAMs, that all the material delivered to the site is approved
- Administer Contractor adherence of the ROM
- Cursory review and facilitation of Traffic Control Plans
- Review and respond to Contractor Serial Letters
- Issue Field Directives/Corrective Action memorandums
- Receive RFIs and issues raised by the Contractor, answer RFIs and/or facilitate responses

- Change Management
 - Investigation to determine if a change is warranted and/or justified
 - Negotiations with Contractor regarding 1-04.4 Changes
 - Writing Change Orders to include Engineer's Estimate and Justifications
 - Submit for WSDOT approval, collect all signatures for execution upon approval
 - Update Case Log which includes
 - ✓ Tracking issues
 - ✓ Anticipated impact to schedule
 - ✓ Costs
 - ✓ Forecast cost at completion
 - ✓ Warrant assessment for additional working days
 - ✓ Update Contingency Report
 - ✓ Forecast Cost at Completion
 - Meet with CITY to go over Change Management issues
- Confirm that submittals are in general Contract conformance. Review and/or facilitate review and approvals of submittals
- Maintain project electronic and hard files
- Facilitate and lead claims response
- Emergency, weekend, holiday, off-hour and non-working day PROJECT coverage
- Facilitate and lead resolution of Contract non-compliance issues
- Review Contractor's preliminary schedule for contract compliance and on-going schedules during construction
- Prepare coordination agendas, conduct coordination meetings
- Prepare minutes for coordination meetings and distribute to attendees
- Prepare Weekly Statement of Working Days and send to Contractor
- Obtain Request to Sublet (421-012) and Certification for Federal Aid forms (420-004), review for compliance and return to the Contractor
- Verify and collect proof that the Contractor and Sub-Contractors have CITY business licenses and all other required compliance documentation
- Utility Coordination
 - Changes, schedule coordination, conflict resolution
- Underutilized Disadvantaged Business Enterprise (UDBE) tasks
 - Conduct UDBE On-Site Review for Construction Subcontractors/Regular Dealers/Manufacturers (272-052)
 - Coordination with WSDOT Office of Equal Opportunity for their conduction of onsite "Commercially Useful Function Review" of the COA UDBEs
 - Tracking UDBE quantities to confirm quantities/dollars will be met

- Facilitate resolution of COA shortfalls, if require, to include a change order that re-defines or redistributes the UDBE goals
- On a monthly basis, review the website of the Office of Equal Opportunity to review the Diversity Management and Compliance System (DMCS) to verify prompt payment and/or issues logged between the Contractor and the UDBE Sub-Contractors
- Prompt Contractor to submit the UDBE Truck Unit Listing Log (272-057) prior to UDBE performing any work on the project only if they use a trucker for COA UDBE.
- Training tasks
 - Secure, approve and submit to Local Programs for review and/or concurrence:
 - ✓ Apprentice/Trainee Approval Request (272-050)
 - ✓ Federal-Aid Highway Construction Annual Project Training Report (272-060 EF)
 - ✓ Training Program (272-049 EF)
 - ✓ Trainee Interview (226-012)
- Employee Interviews (424-003)
- Coordinate and lead in utility and property access interruptions
- Coordination with stakeholders to include
 - CITY departments
 - Utilities
 - Community Transit and School Busses
 - Garbage, Recycle and Mail pick up and deliveries
 - Police and Fire departments
 - Local Businesses (impacts of any nature relating to construction activities)
- Payroll Compliance to include checking
 - Certified Payrolls
 - Labor and Industry documentation (Statement of Intent, Affidavits of Wages Paid)
 - Notification to the Contractor of non-compliance
 - Compliance for payment purposes
- Perform quality control checks on Inspector FNRs and Inspector Daily Reports (IDR)
- Prepare progress pay estimates
- Maintain a set of Record Drawings, independent of the Contractor's
- Review Contractor's weekly "look ahead" and monthly schedule and compare with the Contractor's approved baseline schedule
- Maintain a submittals list and prompt the Contractor for tardy submittals
- Coordinate with relative funding agencies such as WSDOT Local Programs

- Prepare and be available for outside audits and/or record reviews
- Secure Contract schedule and activities for coordination with the public. Respond to general coordination regarding items such as status, schedule and access.
- Maintain hard and electronic files

400: Provide Field Inspections for each of the Project's Working Days

The Inspector will act as the project's "in the field" point of contact for of coordination and field documentation. The inspector will monitor the Contractor's activities, produce IDRs, FNRs, verify that material delivered to the site is in contract compliance, coordinate with stakeholders to include the Contractor, material testing lab, Fire and Police Departments, School Districts, businesses, residents and the traveling public. The following Tasks will be the responsibility of the Inspector:

- Produce and Conduct
 - IDR's
 - FNR's for all Contract Items
 - Trainee Interview (226-012)
 - UDBE On-Site Review for Construction Subcontractors/Regular Dealers/Manufacturers (272-052)
 - Employee Interview Report (424-003EF) on the prime, UDBE subcontractors and all subcontractors performing 30% or more of the Contract work
 - Progress photographs
 - Punch list items
- Observe and Monitor the Contractor's
 - Work for compliance with the Contract Documents
 - Traffic control procedures and implementation of the approved traffic control plans which could include notification to the Contractor on deficiencies that require immediate correction
 - Temporary erosion and sediment control procedures and systems and provide recommendations
 - Compliance with project permits
- Coordinate
 - Materials testing as required under the ROM and WSDOT Construction Manual with materials Sub-Consultant. See Task 500
 - Hazardous waste monitoring
 - With stakeholders like utilities, CITY departments, local businesses, traveling public, fire and police departments, and residences
 - Facilitate resolution of project conflicts between the plans, special provisions and unforeseen conditions with the Contractor, CITY and Engineer of Record.
 - Access and utility interruptions
- Meetings

- Prepare agendas and run meetings as required to include
 - Weekly Coordination
 - Others such as pre-paving, water and sewer work, utility coordination and public outreach

500: Materials Testing and Geotechnical (SBE SUB-CONSULTANT)

HWA GeoSciences (HWA) will provide materials sampling and laboratory testing on all aggregate materials at sampling and testing frequencies in accordance with Chapter 9 of the 2019 WSDOT Construction Manual. This will include acceptance testing (grain size analyses, sand equivalent and fracture face) to verify materials meet WSDOT Standard Specification requirements as well as Proctor testing to determine compaction requirements. HWA will rely on the CONSULTANT team to inform them when sampling and testing is required. HWA will perform density testing using a nuclear densometer on compacted aggregates during construction to verify minimum compaction requirements are met. HWA will rely on the CONSULTANT team to schedule field density testing.

HWA will sample Hot Mix Asphalt (HMA) cold feed aggregate for acceptance testing at the required frequencies. Tests on cold feed aggregate will include sand equivalent, fracture face and uncompacted void content of fine aggregate. HWA will sample HMA components to determine the ignition oven correction factor for the HMA mixes submitted. HWA will sample the completed HMA mix during paving at the required frequencies for determination of aggregate gradation, asphalt content, and maximum theoretical density (Rice value). HWA will perform density testing on the compacted HMA at specified frequencies to verify minimum compaction requirements are met.

HWA will sample Portland Cement Concrete (PCC) aggregates at specified frequencies and perform gradation testing to verify materials meet specifications. HWA will sample and test PCC during placement to test for slump and air content as well as to make cylinders for compressive strength testing. HWA will rely on the CONSULTANT team to schedule PCC sampling and testing at specified frequencies.

If soils are encountered that are suspected to be contaminated, HWA will collect soil samples for chemical laboratory analyses. The Contractor may utilize the laboratory results for characterization during the disposal process. If requested, HWA can also provide environmental consulting services to coordinate the proper disposal of any impacted soils.

HWA will also provide geotechnical support regarding issues related to excavation, dewatering, unsuitable soils, and any other geotechnical-related issues that arise during construction, as requested by the CM team.

HWA will submit daily field reports for all sampling, testing, and site visits made related to the project.

600: Project Close Out

Other than plant establishment, assume the Contractor will be completed with punch list work and missing documentation within one month of Substantial Completion. Assume the PROJECT tasks during PROJECT close out is as follows:

- Inspector
 - FNR's kicking off the one-year Plant Establishment as defined under 8-02.5
 - Prepare and monitor completion of the Punch List
 - Final FNR's
- Administrative
 - Project resolution meetings with the Contractor to resolve final quantities and issues
 - Prepare Substantial, Physical and Completion letters
 - Final pay estimate
 - Gather remaining documentation for ROM and facilitate signature on Materials Certifications
 - Gather outstanding labor compliance documentation such missing Certified Payrolls and Affidavits of Wages Paid with Labor and Industries
 - Facilitate "Final Notice of Completion of Public Works Contract" form (F215-038-000)
 - Coordinate final Record Reviews by funding agencies

Plant establishment: Assume November 2, 2020 marks the beginning of the 1-year plant establishment. During the 1-year plant establishment, the RE/Insp and DS will be required to produce prorated payments per 8-02.5.

Assumed Reimbursables

- Supplies
- Mileage

Task	PM	RE/Insp	DS	Trips	Miles Per Trip	Miles
200	5	10	10	25	40	1000
300	10	140	70	220	40	8800
400			Combined with Task 300			0
600	5	10	10	25	40	1000
					Total Miles	10800

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700: Management Reserve

Management Reserve is available to supplement tasks within this scope. Management Reserve shall not be expended without permission of the City Engineer or Public Works Director. An example of the use of Management Reserve could include but not be limited to CONSULTANT support during:

- Contractor non-working days
- Days added to the Contract by change order
- Prolonged negotiations with the Contractor regarding changed conditions
- Work requested of the CONSULTANT outside of Tasks 100 through 600

Exhibit B

Small Business Enterprise (SBE) Participation Plan

This PROJECT has a 10% voluntary SBE Goal. Our SBE SUB-CONSULTANT, their certification number and their scope of work is listed below.

- HWA GeoSciences, In.
 - Role: Geotechnical and Materials Testing (see Task 500)
 - UDBE Certification No.: D5F0024692

The CONSULTANT is committed to assisting our SBE firm in their development throughout the term of this contract's scope of work.

The CONSULTANT's overall approach to the SBE Participation Plan is as follows.

CONSULTANT will monitor and avoid negative impacts such as changed conditions that may affect the SBE goal. If unavoidable impacts are identified, the CONSULTANT will coordinate with our SBE SUB-CONSULTANT, the CITY and WSDOT Local Programs to facilitate resolution. Through good faith efforts, adjustments could be one or a combination of the following two resolutions:

- Resolution 1: The CONSULTANT will shift Exhibit A Scope of Work previously NOT identified for the SBE to the SBE's scope of work.
- Resolution 2: If after good faith efforts, Resolution 1 is not possible for reasons such as the SBE's field of expertise and availability not aligning with shifting Exhibit A Scope of Work, then CONSULTANT and SBE SUB-CONSULTANT will exchange an email of understanding that good faith efforts were made but not successful in obtaining the full 10% goal.

The CONSULTANT will:

- Ensure that our SBE SUB-CONSULTANT meets the Commercially Useful Function requirements, independence and control of the work defined in their respective Tasks 500 such as:
 - Carrying out their responsibilities for execution of the work
 - Managing, scheduling and supervising their work
 - Being responsible for materials and supplies to perform their work
 - Negotiating price

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- Determining quality and quantity of work
- Provide a copy of the signed agreements with SBE-SUBCONSULTANTS and amounts paid to WSDOT Local Programs.

The table below summarizes Cost Computations demonstrating that the SBE SUB-CONSULTANT exceeds the voluntary 10% goal. Note: The referenced Exhibits correlate directly with those in the “Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement”.

Exhibit	Description	Cost Computation	Cost Computation used for SBE Goal	SBE Goal 10%
D	CONSULTANT	\$305,805		
E	SUB-CONSULTANT (HWA)	\$47,890	\$36,000	10.2%
	Total (Less Management Reserve)	\$353,695		(Meets Goal)

Exhibit B ***DBE Participation***

Please see attached Exhibit B - Small Business Enterprise (SBE) Participation Plan

Agreement Number:

Exhibit B

Small Business Enterprise (SBE) Participation Plan

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- HWA GeoSciences, In.
 - Role: Geotechnical and Materials Testing (see Task 500)
 - UDBE Certification No.: D5F0024692

The CONSULTANT is committed to assisting our SBE firm in their development throughout the term of this contract's scope of work.

The CONSULTANT's overall approach to the SBE Participation Plan is as follows.

CONSULTANT will monitor and avoid negative impacts such as changed conditions that may affect the SBE goal. If unavoidable impacts are identified, the CONSULTANT will coordinate with our SBE SUB-CONSULTANT, the CITY and WSDOT Local Programs to facilitate resolution. Through good faith efforts, adjustments could be one or a combination of the following two resolutions:

- Resolution 1: The CONSULTANT will shift Exhibit A Scope of Work previously NOT identified for the SBE to the SBE's scope of work.
- Resolution 2: If after good faith efforts, Resolution 1 is not possible for reasons such as the SBE's field of expertise and availability not aligning with shifting Exhibit A Scope of Work, then CONSULTANT and SBE SUB-CONSULTANT will exchange an email of understanding that good faith efforts were made but not successful in obtaining the full 10% goal.

The CONSULTANT will:

- Ensure that our SBE SUB-CONSULTANT meets the Commercially Useful Function requirements, independence and control of the work defined in their respective Tasks 500 such as:
 - Carrying out their responsibilities for execution of the work
 - Managing, scheduling and supervising their work
 - Being responsible for materials and supplies to perform their work
 - Negotiating price

- Determining quality and quantity of work
- Provide a copy of the signed agreements with SBE-SUBCONSULTANTS and amounts paid to WSDOT Local Programs.

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	Total (Less Management Reserve)	\$353,695		(Meets Goal)

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Please see scope of work

B. Roadway Design Files

Please see scope of work

C. Computer Aided Drafting Files

Please see scope of work

Agreement Number:

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

Please see scope of work

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

Please see scope of work

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

Please see scope of work

Agreement Number:

II. Any Other Electronic Files to Be Provided

Please see scope of work

III. Methods to Electronically Exchange Data

Please see scope of work

A. Agency Software Suite

Please see scope of work

B. Electronic Messaging System

Please see scope of work

C. File Transfers Format

Please see scope of work

Exhibit D
Prime Consultant Cost Computations

Please see attached

Agreement Number:

City of Lynwood
196th Street SW (SR 524)
Improvement Project

KPG, PS
Summary of Negotiated Costs
Effective January 1, 2020 through December 31, 2020

Classification	Est Direct Salary	Office Overhead	Fee @ 35% of DL	2020 Inclusive Rate
	Costs (DSC)	@1.2774 Of DSC	of DSC	(Rounded to \$1)
Principal	88.10	112.53	30.83	231
Engineering Manager	79.55	101.61	27.84	209
Senior Engineer	69.67	88.99	24.38	183
Sr. Project Engineer	62.94	80.40	22.03	165
Project Engineer	53.00	67.71	18.55	139
Design Engineer	44.45	56.78	15.56	117
Engineering Technician	37.86	48.37	13.25	99
Technician	34.83	44.49	12.19	92
Engineering Assistant	29.06	37.13	10.17	76
Principal Architect	75.72	96.73	26.50	199
Aviation Manager	69.67	88.99	24.38	183
Senior Architect	57.11	72.95	19.99	150
Architecture Technician II	44.45	56.78	15.56	117
Architecture Technician I	37.86	48.37	13.25	99
Survey Manager	79.55	101.61	27.84	209
Survey Crew II (W/Equip)	81.90	104.62	28.67	215
Survey Crew I (W/Equip)	63.11	80.61	22.09	166
Project Surveyor	53.00	67.71	18.55	139
Survey Technician	44.45	56.78	15.56	117
Survey Assistant	29.06	37.13	10.17	76
Urban Design Manager	62.94	80.40	22.03	165
Project Landscape Architect	48.48	61.93	16.97	127
Landscape Technician	34.83	44.49	12.19	92
Senior Transportation Planner	57.11	72.95	19.99	150
Transportation Planner	37.86	48.36	13.25	99
Senior Construction Manager	79.55	101.61	27.84	209
Construction Manager	63.11	80.61	22.09	166
Senior Resident Engineer	53.00	67.71	18.55	139
Resident Engineer	47.31	60.44	16.56	124
Construction Office Engineer	47.31	60.44	16.56	124
Senior Construction Inspector	48.48	61.93	16.97	127
Construction Inspector II	41.90	53.52	14.66	110
Construction Inspector I	34.83	44.49	12.19	92
Construction Technician	29.06	37.13	10.17	76
Document Control Specialist	43.54	55.62	15.24	114
Document Control Admin	29.06	37.13	10.17	76
Construction Assistant	29.06	37.13	10.17	76
CAD Manager	57.11	72.95	19.99	150
Senior CAD Technician	44.45	56.78	15.56	117
CAD Technician	37.86	48.37	13.25	99
Business Manager	57.11	72.95	19.99	150
Senior Admin	43.54	55.62	15.24	114
Office Admin	34.83	44.49	12.19	92
Office Assistant	29.06	37.13	10.17	76
Subs billed at cost plus 5%.				
Reimbursables billed at actual costs.				
Mileage billed at the current approved IRS mileage rate.				



**Washington State
Department of Transportation**

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

July 15, 2019

KPG, P.S.
3131 Elliott Ave, Suite 400
Seattle, WA 98121

Subject: Acceptance FYE 2018 ICR – Risk Assessment Review

Dear Susan Rowe:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2018 ICR of 127.74%. This rate will be applicable for Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

Jonson, Erik
Jul 16 2019 12:28 PM

cosign

ERIK K. JONSON
Contract Services Manager

EKJ:mya

Exhibit E

Sub-consultant Cost Computations

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

HWA GeoSciences, Inc. - Geotechnical Services and materials testing

Agreement Number:

Project Cost Estimate
Inspection and QA Testing
90th Avenue NW Extension
Stanwood, Washington

Prepared For: Allen Prouty, KPG



GEOSCIENCES INC.
DBE/M/WBE

HWA Ref: 2015-016
Task: 200
Date: 14-Feb-20
Prepared By: BS/SG

PROPOSED WORK SCOPE:

This cost estimate is based on the quantities in the bid documents.

1. Sampling and testing for Ballast, Gravel Borrow, CSTC, CSBC, and Lightweight Fill. Testing requirements based on estimated quantities.
2. Sampling and testing for Concrete Aggregate Acceptance. Assumes 2 mix designs and two components each from 2 sources.
3. Inspection and density testing of compacted backfill for trenches, utilities, changing grades, and road base materials.
4. Concrete inspection and testing. Testing including slump, air, and fabrication of compressive strength specimens.
5. Geotechnical Support; including native subgrade observation, recommendations, subgrade evaluation, shoring, dewatering, potential contamination, etc.
6. Inspection and testing of HMA placement and compaction for trenches and overlay.
7. Testing of HMA will include sampling HMA, oil and cold feed at the Plant. Laboratory testing of Cold Feed Aggregate, and determination of Rice Density, Oven Correction Factor, Bitumen Content and Gradation.
8. QA review, Reporting, Construction Meetings and Submittal Review.

ESTIMATED HWA LABOR:

SCHEDULE A: ROADWAY IMPROVEMENTS WORK TASK DESCRIPTION	2020 PERSONNEL & HOURLY RATES					
	Engr VII \$72.00	Engr III \$44.00	Geol V \$40.00	Geol III \$34.00	Clerical \$25.00	TOTAL AMOUNT
Aggregate/Soils Inspection and Testing, including:						
Aggregate Acceptance Sampling at Pits and Plant (5 materials sampled from 2 initial sources, thereafter 1 source tested at WSDOT testing frequency for estimated quantities)				12		\$408
Utility Trench Backfill Placement and Compaction (12 4-hour visits)			8	40		\$1,680
Ballast Placement and Compaction Observation (4 4-hour visits)				16		\$544
Road base Placement and Compaction (4 4-hour visits)				16		\$544
Geotechnical Engineering Support						
Subgrade Observation/Overexcavation by Geotechnical Engineer (Unsuitable soils, dewatering, shoring, contaminated soils, organics, or other tasks as requested by Client)	24	40		16		\$4,032
Asphalt Inspection and Testing, including:						
Monitoring and Testing during Placement of HMA overlay (4 10-hour visits)				40		\$1,360
Sampling HMA and Aggregate at Batch Plant During Placement (2 3-hour visits)				6		\$204
Concrete Testing and Inspection						
Concrete for High Early, Ramps, Driveways, etc. + Pickups (4 pours)				24		\$816
Concrete for Extruded Curb + Pickup (1 pour)				6		\$204
Concrete for Curb and Gutter, Valley Gutter, monolithic sidewalk/gutter, etc + Pickups (4 pours)				24		\$816
Concrete for Cabinet and Luminaire Pole Foundations (24) + Pickups (6 pours)				36		\$1,224
Project Management						
QA Review, Reporting, Submittal Reviews, and Report Distribution	24	40	8	236	8	\$1,928
TOTAL LABOR:	48		8		8	\$13,760

SCHEDULE B: WATER IMPROVEMENTS		2020 PERSONNEL & HOURLY RATES					
WORK TASK DESCRIPTION		Engr VII \$72.00	Engr III \$44.00	Geol V \$40.00	Geol III \$34.00	Clerical \$25.00	TOTAL HOURS
Aggregate/Soils Inspection and Testing, including:							
Utility Trench Backfill Placement and Compaction (4 4-hour visits)					16		16
							0
							\$0
							\$544
Geotechnical Engineering Support							
Subgrade Observation/Overexcavation by Geotechnical Engineer (Unsuitable soils, dewatering, shoring, contaminated soils, organics, or other tasks as requested by Client)			4				4
							\$176
Project Management							
QA Review, Reporting, Submittal Reviews, and Report Distribution		2				4	6
							\$244
TOTAL LABOR:		2	4	0	16	4	26
							\$964

SCHEDULE C: SANITARY SEWER IMPROVEMENTS		2020 PERSONNEL & HOURLY RATES					
WORK TASK DESCRIPTION		Engr VII \$72.00	Engr III \$44.00	Geol V \$40.00	Geol III \$34.00	Clerical \$25.00	TOTAL HOURS
Aggregate/Soils Inspection and Testing, including:							
Utility Trench Backfill Placement and Compaction (4 4-hour visits)					16		16
							0
							\$544
							\$0
Geotechnical Engineering Support							
Subgrade Observation/Overexcavation by Geotechnical Engineer (Unsuitable soils, dewatering, shoring, contaminated soils, organics, or other tasks as requested by Client)		4	4				8
							\$464
Project Management							
QA Review, Reporting, Submittal Reviews, and Report Distribution		2				4	6
							\$244
TOTAL LABOR:		6	4	0	16	4	30
							\$1,252

ESTIMATED TOTAL LABOR COSTS	
Direct Salary Cost (DSC) (Schedule A+B+C)	\$15,976
Overhead @ 175.44% x DSC	\$28,028
Fee @ 35% x DSC	\$5,592
TOTAL LABOR COSTS:	\$33,620

LABORATORY TESTING ESTIMATE:

WORK TASK DESCRIPTION	Est. No. Tests	Unit Cost	Total Cost
Acceptance Testing for CSBC and CSTC (GS, SE, Fracture)	4	\$340	\$1,360
Acceptance Testing Gravel Borrow, Ballast, Lightweight Fill (GS, SE)	6	\$285	\$1,710
Proctor Tests on all Materials to be Compacted	6	\$255	\$1,530
Acceptance Testing for Concrete Aggregates (2 aggs x 2 mixes x 2 sources) (GS)	8	\$180	\$1,440
Acceptance Testing for HMA Aggregates (SE, Voids, FF)	2	\$310	\$620
Concrete Compressive Strength Tests (15 sets of four cylinders)	60	\$30	\$1,800
Oven Correction factor for HMA (Assume 3 burns)	3	\$140	\$420
HMA Testing for Rice, Extraction and Grading	2	\$320	\$640
TOTAL LABORATORY TESTING COSTS:			\$9,520

ESTIMATED DIRECT EXPENSES:

Mileage to Job Site IRS Rate (\$0.58/mile)	\$3,250
Mileage for Sampling Aggregates and HMA at Sources	\$300
Nuclear Gauge Rental: 24 days @ \$40/day	\$960
Thin Lift Nuclear Gauge Rental: 4 days @ \$60/day	\$240
TOTAL DIRECT EXPENSES:	\$4,750

ESTIMATED PROJECT TOTALS AND SUMMARY:

Total Labor Costs	\$33,620
Total Laboratory Testing Costs	\$9,520
Total Direct Expenses	\$4,750
ESTIMATED TASK TOTAL:	\$47,890

Assumptions:

1. These estimates may require adjustment due to the Contractor's rate of construction, weather delays, source changes and/or other factors beyond our control.
2. The HWA PM reserves the right to shift hours between the various subtasks as required.
3. The HWA work scope does not include safety assessment nor laboratory testing for contaminated soils.
4. This cost estimate was prepared with the understanding that the Client will schedule inspection as needed.
5. All night work is charged at an 8 hour minimum segment. Night work cancelled within 12 hrs of scheduled time will be charged 4 hrs.
6. This cost estimate assumes that there will be no utility trench patching during construction (no trench HMA testing)
7. Commercial HMA and Concrete for Sidewalks will not be sampled, except at the direction of the Engineer.
8. This cost estimate assumes concrete for curb/gutter will be tested randomly at the direction of the Engineer.



**Washington State
Department of Transportation**

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

June 18, 2019

HWA GeoSciences, Inc.
21312 30th Drive SE, Suite 110
Bothell, WA 98021

Subject: Acceptance FYE 2018 ICR – CPA Report

Dear Vasiliy Babko:

We have accepted your firms FYE 2018 Indirect Cost Rate (ICR) of 175.44% of direct labor (rate includes 0.39% Facilities Capital Cost of Money) based on the "Independent CPA Report," prepared by T-Max CPA. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

Jonson, Erik
Jun 19 2019 1:04 PM

cosign

ERIK K. JONSON
Contract Services Manager

EKJ:ah

HWA GEOSCIENCES, INC.
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD
FOR THE YEAR ENDED DECEMBER 31, 2018

Description	GL Account Balance	Unallowable Costs	FAR Ref	Total Proposed	% of Direct Labor
Direct Labor	<u>\$ 1,318,494</u>	<u>\$ -</u>		<u>\$ 1,318,494</u>	
Fringe Benefits:					
Bonuses	\$ 86,395	\$ -		\$ 86,395	
PTO	276,310	-		276,310	
401 k	69,052	-		69,052	
Employee group insurance	183,329	-		183,329	
Workers' comp	6,574	-		6,574	
Payroll taxes	169,173	(1,361)	(1)	167,812	
Other employee benefits	5,062	-		5,062	
Total Fringe Benefits	<u>\$ 795,895</u>	<u>\$ (1,361)</u>		<u>\$ 794,534</u>	<u>60.26%</u>
General Overhead:					
Indirect labor	\$ 657,070	\$ (30,216)	(2)	\$ 626,854	
Bid and proposals	64,771	-		64,771	
Automobile expense	19,491	-		19,491	
Advertising and marketing	34,750	(34,750)	(2)	-	
Bank service charges	2,638	-		2,638	
Contributions	1,095	(1,095)	(3)	-	
Computer and software expenses	107,268	-		107,268	
Depreciation and amortization	42,048	-		42,048	
Dues and subscriptions	5,155	-		5,155	
Insurance	103,347	-		103,347	
Interest	18,585	(18,585)	(4)(5)	-	
Maintenance and repairs	11,834	-		11,834	
Meals and entertainment	3,712	(184)	(6)	3,528	
Office supplies and postage	18,752	(26)	(7)	18,726	
Printing	17,852	-		17,852	
Professional fees	59,938	(1,215)	(8)	58,723	
Seminars and professional education	29,507	(2,073)	(6)(9)(10)	27,434	
Supplies	45,184	-		45,184	
Rent and utilities	260,805	-		260,805	
Taxes and licenses	165,185	(81,400)	(5)(11)	83,785	
Telecommunications	44,086	(34)	(5)	44,052	
Travel	9,164	(1,449)	(6)(9)(10)	7,715	
Recovery	(24,376)	(13,313)	(12)	(37,689)	
Total General Overhead	<u>\$ 1,697,861</u>	<u>\$ (184,340)</u>		<u>\$ 1,513,521</u>	<u>114.79%</u>
Total Fringe Benefits and General Overhead	<u>\$ 2,493,756</u>	<u>\$ (185,701)</u>		<u>\$ 2,308,055</u>	<u>175.05%</u>
Facilities Capital Cost of Money (FCCM)				<u>\$ 5,111</u>	<u>0.39%</u>

See notes to the indirect cost statement.

HWA GEOSCIENCES, INC.
DESCRIPTION OF FAR REFERENCES
FOR THE YEAR ENDED DECEMBER 31, 2018

- (1) 31.201-6 (a) Accounting for unallowable costs - When an unallowable cost is incurred, its directly associated costs are also unallowable.
- (2) 31.205-1 (f) (1) Public relations and advertising costs - All public relations and advertising costs whose primary purpose is to promote the sale of products or services by stimulating interest in a product or product line, or by disseminating messages calling favorable attention to the contractor for purposes of enhancing the company image to sell the company's products or services are unallowable.
- (3) 31.205-8 Contributions or donations - Contributions or donations, including cash, property and services, regardless of recipient, are unallowable.
- (4) 31.205-20 - Interest and other financial costs - Interest on borrowings (however represented) are unallowable.
- (5) 31.205-15 (a) Fines, penalties, and mischarging costs - Costs of fines and penalties resulting from violations of, or failure of the contractor to comply with, Federal, State, local, or foreign laws and regulations, are unallowable.
- (6) 31.205-14 Entertainment costs - Costs of amusement, diversions, social activities, and any directly associated costs such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities are unallowable.
- (7) 31.205-13 (b) Employee morale, health, welfare, food service, and dormitory costs and credits - Costs of gifts are unallowable.
- (8) 31.202 (a) Direct costs - Direct costs of the contract shall be charged directly to the contract.
- (9) 31.201-2 (d) Determining allowability - Costs not supported with documentation are unallowable.
- (10) 31.205-51 Costs of alcoholic beverages - Costs of alcoholic beverages are unallowable.
- (11) 31.205-41 (b) (7) Taxes - Income tax accruals designed to account for the tax effects of differences between taxable income and pretax income as reflected by the books of account and financial statements are unallowable.
- (12) 31.201-1 (a) Composition of total costs - Costs unrelated to labor based contracts should be eliminated from the overhead calculation.

Exhibit F

Title VI Assurances

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

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

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

Agreement Number:

Exhibit G

Certification Documents

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

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
KPG, P.S.

whose address is

3131 Elliott Ave., Suite 400 Seattle, WA 98121

and that neither the above firm nor I have:

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

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

KPG, P.S.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-1(b) Certification of City of Stanwood

I hereby certify that I am the:

☒ Certified Authority

☐ Other

of the City of Standwood, and KPG, P.S.

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

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

Signature

Date

Agreement Number:

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

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

KPG, P.S.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

KPG, P.S.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of 90th Ave NW Extension CM Services * are accurate, complete, and current as of March 2, 2020 **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: KPG, P.S.

Signature

Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

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

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

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

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

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

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

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

Notes: Cost of added insurance requirements: \$ N/A

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

N/A

Agreement Number:

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Agreement Number:

Step 5 Forward Documents to Local Programs

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

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

Agreement Number:

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

Agreement Number:

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

Agreement Number:

**PUBLIC WORKS
CONTRACT**

This Contract is made and entered into in duplicate this ____ day of _____, 20__, by and between the City of Stanwood, a non-charter code city of the State of Washington, hereinafter referred to as "the City", and _____, a _____, hereinafter referred to as "the Contractor".

WITNESSETH:

Whereas, the City desires to have a certain Public Work performed as hereinafter set forth, requiring specialized skills and other supportive capabilities, and

Whereas, the Contractor represents that it is qualified and possesses sufficient skills and the necessary capabilities to perform the services set forth in this Contract.

NOW, THEREFORE, in consideration of the terms, conditions, and agreements contained herein, the parties hereto agree as follows:

1. Scope of Work.

The Contractor shall do all Work and furnish all tools, materials, and equipment in order to accomplish the following project:

90th Avenue NW Extension

in accordance with and as described in

- A. This Contract;
- B. The Project Manual, which includes the Plans, Technical Specifications, Special Provisions, Submittal requirements, Attachments, Addenda (if any), Bid Forms, Performance and Payment Bond;
- C. The Standard Specifications for Road, Bridge, and Municipal Construction prepared by the Washington State Department of Transportation, as may be specifically modified in the attached Specifications and/or Special Provisions, hereinafter referred to as "the Standard Specifications," and
- D. City of Stanwood Public Works Standards and Standard Specifications

and shall perform any alterations in or additions to the Work provided under this Contract and every part thereof.

The Contractor shall provide and bear the expense of all equipment, Work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Work provided for in this Contract, except as may otherwise be provided in the Project Manual.

2. Time for Performance and Liquidated Damages.

- A. Time is of the essence in the performance of this Contract and in adhering to the timeframes specified herein. The Contractor shall commence Work within five (5) working days of Notice to Proceed from the City and said Work shall be physically completed within **140 working days** after said Notice to Proceed unless a different timeframe is expressly provided in writing by the City.
- B. If said Work is not completed within the time for Physical Completion, the Contractor may be required at the City's sole discretion to pay to the City liquidated damages as set forth in the Standard Specifications 1-08.9, for each and every day said Work remains uncompleted after the expiration of the specified time.

3. Compensation and Method of Payment.

- A. The City shall pay the Contractor for Work performed under this Contract as detailed in the Bid, and as incorporated in the Project Manual.
- B. Payments for Work provided hereunder shall be made following the performance of such Work, unless otherwise permitted by law and approved in writing by the City. No payment shall be made for any Work rendered by the Contractor except as identified and set forth in this Contract.
- C. Progress payments shall be based on the timely submittal by the Contractor of the City's standard payment request form.
- D. Payments for any alterations in or additions to the Work provided under this Contract shall be in accordance with the Request for Information (RFI) and/or Construction Change Order (CCO) process shall be as set forth in the Project Manual. Following approval of the RFI and/or CCO, the Contractor shall submit the standard payment request form(s).
- E. The Contractor shall submit payment requests with a completed Application for Payment form, an example of which is included in the Attachments to this Contract. This form includes a lien waiver certification and shall be notarized before submission. Applications for payment not signed or notarized shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed payment request form and shall make payment to the Contractor within approximately thirty (30) days thereafter.

4. Independent Contractor Relationship.

The relationship created by this Contract is that of independent contracting entities. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant, or representative of the City, and the employees of the Contractor are not entitled to any of the benefits the City provides for its employees. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, Subcontractors, or

representatives during the performance of this Contract. The Contractor shall assume full responsibility for payment of all wages and salaries and all Federal, State, and local taxes or contributions imposed or required, including, but not limited to, unemployment insurance, workers compensation insurance, social security, and income tax withholding.

5. Prevailing Wage Requirements.

The Contractor shall comply with applicable prevailing wage requirements of the Washington State Department of Labor & Industries, as set forth in Chapter 39.12 RCW and Chapter 296-127 WAC, and with Federal wage rates established by the Secretary of Labor under United States Department of Labor General Decision No. WA14001. The Contractor shall document compliance with said requirements and shall file with the City appropriate affidavits, certificates, and/or statements of compliance with the Federal and/or State prevailing wage requirements. The Federal and Washington State Prevailing Wage Rates for Public Works Contracts, Snohomish County, incorporated in this Contract have been established by the United States Department of Labor and the Washington State Department of Labor & Industries and are included as an Attachment to this Contract. The Contractor shall also ensure that any Subcontractors or agents of the Contractor shall comply with the prevailing wage and documentation requirements as set forth herein.

6. Indemnification and Hold Harmless.

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

_____	initials	_____	initials
Owner		Contractor	

7. Insurance.

The Contractor shall procure, and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, their agents, representatives, employees or Subcontractors. Failure by the Contractor to maintain the insurance as required shall constitute a material breach of Contract upon which the City may, after giving five working days notice to the Contractor to correct the breach, immediately terminate the Contract or at its discretion, procure or

renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

A. Minimum Scope of Insurance

The Contractor shall obtain insurance of the types described below:

- i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent Contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured Contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the Work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured – Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
- iii. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- iv. Builder's Risk insurance covering interests of the City, the Contractor and Subcontractors in the Work. Builder's Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builder's Risk insurance covering the Work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for floor and earthquake peril may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builder's Risk insurance shall be maintained until Final Acceptance of the Work by the City.
- v. Pollution Liability. A policy providing coverage for claims involving remediation, disposal, or other handling of pollutants arising out of the Contractor's operations for others; Contractor's site (owned); arising from

transportation of hazardous materials; or involving remediation, abatement, repair, maintenance or other Work.

B. Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- ii. Commercial General Liability insurance shall be written with limits no less than \$3,000,000 each occurrence, \$3,000,000 general aggregate and a \$3,000,000 products-completed operations aggregate limit.
- iii. Builder's Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.
- iv. Pollution Liability insurance policy shall provide \$1,000,000 per occurrence coverage for bodily injury and property damage.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

- i. The Contractor's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.
- ii. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled or reduced as to coverage by either party, except after forty-five (45) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the Work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builder's Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project.

F. Contractor's Insurance For Other Losses

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or Subcontractors as well as to any temporary structures, scaffolding and protective fences.

G. Waiver of Subrogation

The Contractor and the City waive all rights against each other, any of their Subcontractors, lower tier Subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builder's Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the Work. The policies shall provide such waivers by endorsement or otherwise.

8. Compliance with Laws

- A. The Contractor shall comply with all applicable Federal, State, and local laws, including regulations for licensing, certification, and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as set forth in the Project Manual.
- B. The Contractor shall pay any applicable business and permit fees and taxes which may be required for the performance of the Work.
- C. The Contractor shall comply with all legal and permitting requirements as set forth in the Project Manual.

9. Non-discrimination

The parties shall conduct their business in a manner which assures fair, equal and nondiscriminatory treatment of all persons, without respect to race, creed, color, sex, Vietnam era veteran status, disabled veteran condition, physical or mental handicap, or national origin, and, in particular:

- A. The parties will maintain open hiring and employment practices and will welcome applications for employment in all positions from qualified individuals who are members of the above-stated minorities.
- B. The parties will comply strictly with all requirements of applicable Federal, State or local laws or regulations issued pursuant thereto, relating to the establishment of nondiscriminatory requirements in hiring and employment practices and assuring the service of all patrons and customers without discrimination with respect to the above-stated minority status.

10. Assignment and Subcontractors

- A. The Contractor shall not assign this Contract or any interests herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the City.
- B. The Contractor shall not subcontract any part of the services to be performed hereunder without first obtaining the consent of the City and complying with the provisions of this section.
- C. In the event the Contractor does assign this Contract or employ any Subcontractor, the Contractor agrees to bind in writing every assignee and Subcontractor to the applicable terms and conditions of the Contract Documents.
- D. The Contractor shall, before commencing any Work, notify the Owner in writing of the names of any proposed Subcontractors. The Contractor shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the Owner may have reasonable objection. Each Subcontractor or other person or organization shall be identified in writing to the Owner by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any Subcontractor or assignee by the Owner shall not constitute a waiver of any right of the Owner to reject defective Work or Work not in conformance with the Contract Documents. If the Owner, at any time, has reasonable objection to a Subcontractor or assignee, the Contractor shall submit an acceptable substitute.
- E. The Contractor shall be fully responsible for all acts and omissions of its assignees, Subcontractors and of persons and organizations directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of person directly employed by it.
- F. The divisions and sections of the Specifications and the identifications of any drawings shall not control the Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.
- G. Nothing contained in the Contract Documents shall create or be construed to create any relationship, contractual or otherwise, between the Owner and any Subcontractor or assignee. Nothing in the Contract Documents shall create any obligation on the part of the Owner to pay or to assure payment of any monies due any Subcontractor or assignee.
- H. The Contractor hereby assigns to the City any and all claims for overcharges resulting from antitrust violations as to goods and materials purchased in connection with this Contract, except as to overcharges resulting from antitrust violations commencing after the date of the Bid or other event establishing the price of this Contract. In addition, the Contractor warrants and represents that each of its suppliers and Subcontractors shall assign any and all such claims for overcharges to the City in accordance with the terms of this provision. The Contractor further agrees to give the City immediate notice of the existence of any such claim.

- I. In addition to all other obligations of the Contractor, if the Contractor does employ any approved Subcontractor, the Contractor shall supply to every approved Subcontractor a copy of the form, provided in the Project Manual, to establish written proof that each subcontract and lower-tier subcontract is a written document and contains, as a part, the current prevailing wage rates. The Contractor, each approved Subcontractor and each approved lower-tier Subcontractor shall complete and deliver the form directly to the City.

11. Contract Administration

This Contract shall be administered by _____ on behalf of the Contractor and by _____ on behalf of the City. Any written notices required by the terms of this Contract shall be served or mailed to the following addresses:

Contractor:

City:

City of Stanwood
10220 270th Street NW
Stanwood, WA 98292

12. Interpretation and Venue

This Contract shall be interpreted and construed in accordance with the laws of the State of Washington. The venue of any litigation between the parties regarding this Contract shall be Snohomish County, Washington.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first set forth above.

CONTRACTOR:

CITY OF STANWOOD:

Name of Contractor:

By:

Mayor

By: _____

Approved as to Form:

Title: _____

City Attorney

Attest:

City Clerk

PERFORMANCE AND PAYMENT BOND

Bond to the City of Stanwood

Bond # _____

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, the undersigned, _____ as Principal, and _____ a corporation, organized and existing under the laws of the State of Washington, as a Surety corporation, and qualified under the laws of the State of Washington to become Surety upon bonds of Contractors with municipal corporations as Surety, are jointly and severally held and firmly bound to the **City of Stanwood** in the penal sum of \$_____ for the payment of which sum on demand we bind ourselves, and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into pursuant to the statutes of the State of Washington and the ordinances of the City of Stanwood.

Dated at _____, Washington, this _____ day of _____, 20____.

The conditions of the above obligation are such that:

WHEREAS, the City of Stanwood has let or is about to let to the said _____ the above bounded Principal, a certain Contract, the said Contract being numbered _____, and providing for **90TH AVENUE NW EXTENSION** (which Contract is referred to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said Principal has accepted, or is about to accept, the said Contract, and undertake to perform the Work therein provided for in the manner and within the time set forth; now, therefore,

If the said Principal _____, shall faithfully perform all of the provisions of said Contract in the manner and within the time therein set forth, or within such extensions of time as may be granted under said Contract, and shall pay all laborers, mechanics, Subcontractors and materialmen, and all persons who shall supply said Principal or Subcontractors with provisions and supplies for the carrying on of said Work, and shall indemnify and hold the City of Stanwood harmless from any damage or expense by reason of failure of performance as specified in said Contract or from defects appearing or developing in the material or workmanship provided or performed under said Contract within a period of one year after its acceptance thereof by the City of Stanwood, then and in that event, this obligation shall be void; but otherwise, it shall be and remain in full force and effect.

Signed this _____ day of _____, 20____.

Surety

By: _____

Title

Surety Address

Surety Contact and Phone Number

Principal

By: _____

Title

Agent Address

Agent Contact and Phone Number

PART III

REQUIRED FEDERAL AID

CONTRACT PROVISIONS

272-040A Local Agency Certification for Federal Aid Contracts
FHWA 1273 – Revised 5/1/12

Local Agency Certification for Federal-Aid Contracts

The prospective participant certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

FHWA-1273 -- Revised May 1, 2012

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with

the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this

contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and

mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may,

after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and

individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual

was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or

general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or

voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--
Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

AMENDMENT

REQUIRED CONTRACT PROVISIONS

(Exclusive of Appalachian Contracts)

FEDERAL-AID CONSTRUCTION CONTRACTS

The Federal–Aid provisions are supplemented with the following:

XII. Cargo Preference Act

1. U.S. Department of Transportation Federal Highway Administration memorandum dated December 11, 2015 requires that all federal-aid highway programs awarded after February 15, 2016 must comply with the Cargo Preference Act and its regulation of 46 CFR 381.7 (a)-(b).



PERTEET Bid Tabulation
City of Stanwood - 90th Avenue NW Extension

ATTACHMENT C

Bid Item No.	Spec. Section	ITEM	EE		SRV CONSTRUCTION, INC.		COLACURCIO BROTHERS		MARSHBANK CONSTRUCTION		THOMCO CONSTRUCTION, INC.		INTERWEST CONST.	
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
			Schedule A - Roadway Improvements											
A-1	1-04.4 SP	Unexpected Site Changes	EST	1	\$ 50,000	\$ 50,000	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
A-2	1-05.4 SP	Roadway Surveying	LS	1	\$ 40,000	\$ 40,000	\$ 23,150.00	\$ 24,000.00	\$ 34,000.00	\$ 34,000.00	\$ 20,556.00	\$ 20,556.00	\$ 25,000.00	\$ 25,000.00
A-3	1-05.18 SP	Record Drawings (Min. Bid \$2,500)	LS	1	\$ 2,500	\$ 2,500	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 2,689.00	\$ 2,689.00	\$ 6,000.00	\$ 6,000.00
A-4	1-07.11 SP	Training	HR	400	\$ 10	\$ 4,000	\$ 7.00	\$ 2,800.00	\$ 45.00	\$ 18,000.00	\$ 10.00	\$ 4,000.00	\$ 4.00	\$ 1,600.00
A-5	1-07.15 SP	SPCC Plan	LS	1	\$ 5,000	\$ 5,000	\$ 500.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00	\$ 978.00	\$ 978.00	\$ 715.00	\$ 715.00
A-6	1-07.17 SP	Utility Potting	EA	30	\$ 500	\$ 15,000	\$ 325.00	\$ 9,750.00	\$ 1,500.00	\$ 15,000.00	\$ 321.00	\$ 9,630.00	\$ 560.00	\$ 16,800.00
A-7	1-08.3 SP	Type B Progress Schedule (Min. Bid \$5,000)	LS	1	\$ 5,000	\$ 5,000	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
A-8	1-09.7	Mobilization	LS	1	\$ 158,000	\$ 158,000	\$ 120,000.00	\$ 185,000.00	\$ 210,670.00	\$ 210,670.00	\$ 265,000.00	\$ 265,000.00	\$ 193,000.00	\$ 193,000.00
A-9	1-10 SP	Traffic Control Supervisor	LS	1	\$ 78,400	\$ 78,400	\$ 15,525.00	\$ 5,000.00	\$ 50,000.00	\$ 50,000.00	\$ 17,108.00	\$ 17,108.00	\$ 60,000.00	\$ 60,000.00
A-10	1-10 SP	Flaggers	HR	720	\$ 65	\$ 46,800	\$ 60.50	\$ 43,560.00	\$ 56.60	\$ 40,752.00	\$ 59.00	\$ 42,480.00	\$ 60.50	\$ 43,560.00
A-11	1-10 SP	Pedestrian Traffic Control	LS	1	\$ 10,000	\$ 10,000	\$ 3,500.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,800.00	\$ 1,800.00	\$ 44,000.00	\$ 44,000.00
A-12	1-10 SP	Project Temporary Traffic Control	LS	1	\$ 52,870	\$ 52,870	\$ 4,500.00	\$ 10,000.00	\$ 3,000.00	\$ 3,000.00	\$ 4,292.00	\$ 4,292.00	\$ 36,000.00	\$ 36,000.00
A-13	2-01	Clearing and Grubbing	AC	0.1	\$ 40,000	\$ 4,000	\$ 17,000.00	\$ 30,000.00	\$ 45,000.00	\$ 45,000.00	\$ 50,344.00	\$ 50,344.00	\$ 17,400.00	\$ 17,400.00
A-14	2-02 SP	Removal of Structures and Obstructions	LS	1	\$ 3,000	\$ 3,000	\$ 5,000.00	\$ 3,000.00	\$ 30,000.00	\$ 30,000.00	\$ 6,560.00	\$ 6,560.00	\$ 9,550.00	\$ 9,550.00
A-15	2-02 SP	Saw Cutting Existing Pavement	LF	2,471	\$ 5	\$ 12,355	\$ 3.00	\$ 7,413.00	\$ 3.00	\$ 7,413.00	\$ 6.00	\$ 14,826.00	\$ 3.00	\$ 7,413.00
A-16	2-02 SP	Removing Drainage Structure	EA	13	\$ 500	\$ 6,500	\$ 950.00	\$ 130.00	\$ 1,690.00	\$ 600.00	\$ 347.00	\$ 4,511.00	\$ 560.00	\$ 7,280.00
A-17	2-02 SP	Removing Cement Conc. Sidewalk	SY	391	\$ 20	\$ 7,820	\$ 15.00	\$ 5,865.00	\$ 6.00	\$ 2,346.00	\$ 22.00	\$ 8,602.00	\$ 8.00	\$ 3,128.00
A-18	2-02 SP	Removing Cement Conc. Curb and Gutter	SF	324	\$ 12	\$ 3,888	\$ 6.50	\$ 2,106.00	\$ 5.60	\$ 1,814.40	\$ 6.00	\$ 1,944.00	\$ 5.00	\$ 1,620.00
A-19	2-02 SP	Removing Cement Conc. Curb	LF	96	\$ 8	\$ 768	\$ 3.50	\$ 336.00	\$ 4.00	\$ 384.00	\$ 5.00	\$ 480.00	\$ 3.50	\$ 336.00
A-20	2-02 SP	Removing Asphalt Conc. Pavement	SY	7,768	\$ 20	\$ 155,360	\$ 4.00	\$ 31,072.00	\$ 2.15	\$ 16,701.20	\$ 12.00	\$ 93,216.00	\$ 3.50	\$ 27,188.00
A-21	2-03	Gravel Borrow Incl. Haul	CY	3,930	\$ 40	\$ 157,200	\$ 19.70	\$ 77,421.00	\$ 22.00	\$ 86,460.00	\$ 15.50	\$ 60,915.00	\$ 26.00	\$ 102,180.00
A-22	2-03	Gravel Borrow Incl. Haul	TON	740	\$ 30	\$ 22,200	\$ 25.75	\$ 19,055.00	\$ 17.30	\$ 12,802.00	\$ 21.50	\$ 15,910.00	\$ 24.00	\$ 17,760.00
A-23	2-08 SP	Dewatering	LS	1	\$ 50,000	\$ 50,000	\$ 28,000.00	\$ 60,000.00	\$ 45,000.00	\$ 45,000.00	\$ 92,497.00	\$ 92,497.00	\$ 74,000.00	\$ 74,000.00
A-24	2-09 SP	Structure Excavation Class B Incl. Haul	CY	1,360	\$ 40	\$ 54,400	\$ 13.50	\$ 18,360.00	\$ 22.00	\$ 29,920.00	\$ 21.25	\$ 28,900.00	\$ 25.00	\$ 34,000.00
A-25	2-09	Shoring or Extra Excavation Cl. B	SF	7,967	\$ 1	\$ 7,967	\$ 0.20	\$ 1,593.40	\$ 0.10	\$ 796.70	\$ 0.60	\$ 4,780.20	\$ 1.00	\$ 7,967.00
A-26	2-09 SP	Controlled Density Fill	CY	67	\$ 120	\$ 8,040	\$ 185.00	\$ 12,395.00	\$ 140.00	\$ 9,380.00	\$ 120.25	\$ 8,056.75	\$ 155.00	\$ 10,385.00
A-27	2-09 SP	Light Weight Backfill	CY	278	\$ 35	\$ 9,730	\$ 26.00	\$ 7,228.00	\$ 25.00	\$ 6,950.00	\$ 35.00	\$ 9,730.00	\$ 22.00	\$ 6,116.00
A-28	2-12	Triaxial Geogrid Reinforcement for Subgrade	SY	5,322	\$ 2	\$ 10,644	\$ 8.50	\$ 45,237.00	\$ 4.50	\$ 23,949.00	\$ 5.75	\$ 30,601.50	\$ 5.00	\$ 26,610.00
A-29	2-12	Construction Geotextile for Separation	SY	10,158	\$ 2	\$ 20,316	\$ 2.00	\$ 20,316.00	\$ 1.00	\$ 10,158.00	\$ 2.25	\$ 22,855.50	\$ 1.00	\$ 10,158.00
A-30	4-04	Ballast	TON	4,970	\$ 35	\$ 173,950	\$ 19.00	\$ 94,430.00	\$ 22.70	\$ 112,819.00	\$ 26.00	\$ 129,220.00	\$ 26.25	\$ 130,462.50
A-31	5-04 SP	HMA CL. 1/2 In. PG 58H-22	TON	1,380	\$ 115	\$ 158,700	\$ 110.50	\$ 152,490.00	\$ 109.00	\$ 150,420.00	\$ 115.00	\$ 158,700.00	\$ 100.00	\$ 138,000.00
A-32	5-04	Planing Bituminous Pavement	SY	753	\$ 8	\$ 6,024	\$ 8.50	\$ 6,405.00	\$ 18.00	\$ 13,554.00	\$ 15.00	\$ 11,295.00	\$ 8.50	\$ 6,405.00
A-33	5-04	Schedule A Storm Sewer Pipe 12 In. Diam.	LF	662	\$ 55	\$ 36,410	\$ 37.00	\$ 24,494.00	\$ 50.00	\$ 33,100.00	\$ 27.00	\$ 17,874.00	\$ 50.00	\$ 33,100.00
A-34	7-04	Schedule A Storm Sewer Pipe 18 In. Diam.	LF	209	\$ 70	\$ 14,630	\$ 66.00	\$ 13,794.00	\$ 60.00	\$ 12,540.00	\$ 37.50	\$ 7,837.50	\$ 87.00	\$ 18,183.00
A-35	7-04 SP	Ductile Iron Storm Sewer Pipe 12 In. Diam.	LF	138	\$ 100	\$ 13,800	\$ 50.00	\$ 6,900.00	\$ 60.00	\$ 8,280.00	\$ 60.25	\$ 8,314.50	\$ 88.00	\$ 12,144.00
A-36	7-04 SP	Ductile Iron Storm Sewer Pipe 8 In. Diam.	LF	669	\$ 100	\$ 66,900	\$ 67.00	\$ 44,823.00	\$ 75.00	\$ 50,175.00	\$ 62.50	\$ 41,812.50	\$ 87.00	\$ 58,203.00
A-37	7-04 SP	Solid Wall PVC Storm Sewer Pipe 12 In. Diam.	LF	10	\$ 60	\$ 600	\$ 68.00	\$ 680.00	\$ 45.00	\$ 450.00	\$ 52.00	\$ 520.00	\$ 80.00	\$ 800.00
A-38	7-04 SP	Solid Wall PVC Storm Sewer Pipe 6 In. Diam.	LF	10	\$ 70	\$ 700	\$ 82.50	\$ 825.00	\$ 55.00	\$ 550.00	\$ 59.25	\$ 592.50	\$ 84.00	\$ 840.00
A-39	7-04 SP	Catch Basin Type 1	EA	29	\$ 1,500	\$ 43,500	\$ 1,300.00	\$ 37,700.00	\$ 1,900.00	\$ 55,100.00	\$ 1,813.00	\$ 52,577.00	\$ 1,515.00	\$ 43,935.00
A-40	7-05	Catch Basin Type 1L	EA	2	\$ 1,600	\$ 3,200	\$ 1,800.00	\$ 3,600.00	\$ 2,000.00	\$ 4,000.00	\$ 2,001.25	\$ 4,002.50	\$ 2,015.00	\$ 4,030.00
A-41	7-05	Catch Basin Type 2 48 In. Diam.	EA	6	\$ 4,000	\$ 24,000	\$ 4,350.00	\$ 26,100.00	\$ 3,000.00	\$ 18,000.00	\$ 2,939.00	\$ 17,634.00	\$ 3,350.00	\$ 21,180.00
A-42	7-05 SP	Connection to Drainage Structure	EA	9	\$ 500	\$ 4,500	\$ 1,065.00	\$ 9,585.00	\$ 1,000.00	\$ 9,000.00	\$ 1,960.00	\$ 17,640.00	\$ 1,750.00	\$ 15,750.00
A-43	7-05 SP	Adjust Manhole to Grade	EA	2	\$ 750	\$ 1,500	\$ 825.00	\$ 1,650.00	\$ 560.00	\$ 1,120.00	\$ 429.00	\$ 858.00	\$ 650.00	\$ 1,300.00
A-44	7-05 SP	Adjust Catch Basin to Grade	EA	1	\$ 500	\$ 500	\$ 825.00	\$ 825.00	\$ 560.00	\$ 560.00	\$ 62.50	\$ 62.50	\$ 600.00	\$ 600.00
A-45	7-08 SP	Removal and Replacement of Unsuitable Material	CY	157	\$ 70	\$ 10,990	\$ 90.00	\$ 14,130.00	\$ 78.00	\$ 12,246.00	\$ 93.00	\$ 14,601.00	\$ 75.00	\$ 11,775.00
A-46	8-01	Inlet Protection	EA	53	\$ 100	\$ 5,300	\$ 70.00	\$ 3,710.00	\$ 60.00	\$ 3,180.00	\$ 44.00	\$ 2,332.00	\$ 76.00	\$ 4,028.00
A-47	8-01	High Visibility Silt Fence	LF	283	\$ 7	\$ 1,981	\$ 7.00	\$ 1,981.00	\$ 4.50	\$ 1,273.50	\$ 6.00	\$ 1,698.00	\$ 5.00	\$ 1,415.00
A-48	8-01	Erosion/Water Pollution Control	EST	1	\$ 49,000	\$ 49,000	\$ 49,000.00	\$ 49,000.00	\$ 49,000.00	\$ 49,000.00	\$ 49,000.00	\$ 49,000.00	\$ 49,000.00	\$ 49,000.00
A-49	8-01 SP	Seeding and Fertilizing by Hand	SY	166	\$ 5	\$ 830	\$ 4.00	\$ 664.00	\$ 6.00	\$ 996.00	\$ 6.00	\$ 996.00	\$ 5.00	\$ 830.00
A-50	8-02 SP	Topsoil Type A	CY	31	\$ 55	\$ 1,705	\$ 62.00	\$ 1,922.00	\$ 82.00	\$ 2,542.00	\$ 78.00	\$ 2,418.00	\$ 75.00	\$ 2,325.00
A-51	8-02 SP	PS/PE "Trees"	EA	28	\$ 250	\$ 7,000	\$ 1,175.00	\$ 32,900.00	\$ 660.00	\$ 18,480.00	\$ 550.00	\$ 15,400.00	\$ 525.00	\$ 14,700.00
A-52	8-02 SP	Property Restoration	EST	1	\$ 20,000	\$ 20,000	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
A-53	8-02 SP	Root Barrier - 18 In.	LF	140	\$ 11	\$ 1,540	\$ 11.20	\$ 1,568.00	\$ 16.50	\$ 2,310.00	\$ 16.00	\$ 2,240.00	\$ 15.00	\$ 2,100.00
A-54	8-02 SP	Root Barrier - 24 In.	LF	140	\$ 12	\$ 1,680	\$ 13.50	\$ 1,890.00	\$ 17.50	\$ 2,450.00	\$ 18.00	\$ 2,520.00	\$ 16.50	\$ 2,310.00



PERTEET Bid Tabulation
City of Stanwood - 90th Avenue NW Extension

Bid Item No.	Spec. Section	ITEM	EE		SRV CONSTRUCTION, INC.		COLACURCIO BROTHERS		MARSHBANK CONSTRUCTION		THOMCO CONSTRUCTION, INC.		INTERWEST CONST.					
			UNITS	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT				
A-56	8-02 SP	Tree Grate and Frame	EA	28	\$ 1,200	\$ 33,600	\$ 1,855.00	\$ 51,940.00	\$ 1,800.00	\$ 50,400.00	\$ 2,500.00	\$ 70,000.00	\$ 2,470.00	\$ 69,160.00	\$ 2,170.00	\$ 60,760.00		
A-57	8-03 SP	Irrigation System Complete	LS	1	\$ 5,000	\$ 5,000	\$ 25,000.00	\$ 25,000.00	\$ 33,000.00	\$ 33,000.00	\$ 35,000.00	\$ 50,300.00	\$ 50,300.00	\$ 50,300.00	\$ 52,500.00	\$ 52,500.00		
A-58	8-04 SP	Cement Conc. Traffic Curb and Gutter	LF	2,561	\$ 24	\$ 61,464	\$ 56,342.00	\$ 22.00	\$ 51,220.00	\$ 30.00	\$ 76,830.00	\$ 27.50	\$ 70,427.50	\$ 27.50	\$ 74,269.00	\$ 29.00	\$ 74,269.00	
A-59	8-04 SP	Extruded Curb	LF	257	\$ 20	\$ 5,140	\$ 4,369.00	\$ 17.00	\$ 43,690.00	\$ 17.00	\$ 43,690.00	\$ 21.00	\$ 5,397.00	\$ 21.00	\$ 5,397.00	\$ 16.00	\$ 4,112.00	
A-60	8-04 SP	Cement Conc. Valley Gutter	LF	263	\$ 30	\$ 7,890	\$ 8,153.00	\$ 31.00	\$ 9,468.00	\$ 31.00	\$ 8,153.00	\$ 27.50	\$ 7,232.50	\$ 27.50	\$ 7,232.50	\$ 34.00	\$ 8,942.00	
A-61	8-04 SP	Cement Conc. Sidewalk Integral Curb	LF	142	\$ 100	\$ 14,200	\$ 14,626.00	\$ 103.00	\$ 15,620.00	\$ 55.00	\$ 7,810.00	\$ 72.00	\$ 10,224.00	\$ 72.00	\$ 10,224.00	\$ 99.00	\$ 10,792.00	
A-62	8-06 SP	Cement Conc. Driveway Entrance	SY	104	\$ 50	\$ 5,200	\$ 6,812.00	\$ 65.50	\$ 6,812.00	\$ 82.00	\$ 8,528.00	\$ 86.00	\$ 8,944.00	\$ 86.00	\$ 8,944.00	\$ 99.00	\$ 10,296.00	
A-63	8-06 SP	Cement Conc. Driveway Entrance Type Drop Cur	SY	298	\$ 50	\$ 14,900	\$ 19,519.00	\$ 65.50	\$ 19,519.00	\$ 82.00	\$ 24,436.00	\$ 86.00	\$ 25,628.00	\$ 86.00	\$ 25,628.00	\$ 94.00	\$ 28,012.00	
A-64	8-07 SP	Precast Cement Conc. Wheel Stop	EA	18	\$ 200	\$ 3,600	\$ 2,322.00	\$ 129.00	\$ 2,322.00	\$ 126.00	\$ 2,268.00	\$ 257.00	\$ 4,626.00	\$ 257.00	\$ 4,626.00	\$ 125.00	\$ 2,250.00	
A-65	8-09	Raised Pavement Marker Type 1Y	HUND	2	\$ 400	\$ 800	\$ 1,400.00	\$ 280.00	\$ 1,400.00	\$ 275.00	\$ 1,375.00	\$ 485.50	\$ 2,427.50	\$ 485.50	\$ 2,427.50	\$ 270.00	\$ 1,350.00	
A-66	8-09	Raised Pavement Marker Type 2D	HUND	2	\$ 450	\$ 900	\$ 1,570.00	\$ 785.00	\$ 1,570.00	\$ 770.00	\$ 1,540.00	\$ 785.50	\$ 1,565.00	\$ 785.50	\$ 1,565.00	\$ 770.00	\$ 1,540.00	
A-67	8-12 SP	Remove and Reinstall Chain Link Fence and Gate	LF	212	\$ 320	\$ 67,840	\$ 13,038.00	\$ 61.50	\$ 13,038.00	\$ 55.00	\$ 11,660.00	\$ 71.25	\$ 15,105.00	\$ 71.25	\$ 15,105.00	\$ 30.00	\$ 6,360.00	
A-68	8-13	Monument Case and Cover	EA	6	\$ 800	\$ 4,800	\$ 13,620.00	\$ 60.00	\$ 13,620.00	\$ 85.00	\$ 510.00	\$ 2,855.00	\$ 17,130.00	\$ 2,855.00	\$ 17,130.00	\$ 680.00	\$ 4,080.00	
A-69	8-14 SP	Cement Conc. Sidewalk	SY	1,747	\$ 40	\$ 69,880	\$ 104,820.00	\$ 60.00	\$ 104,820.00	\$ 59.00	\$ 103,073.00	\$ 41.25	\$ 72,063.75	\$ 41.25	\$ 72,063.75	\$ 44.00	\$ 76,868.00	
A-70	8-14 SP	Cement Conc. Curb Ramp Type Parallel A	SY	24	\$ 150	\$ 3,600	\$ 4,032.00	\$ 224.00	\$ 5,376.00	\$ 250.00	\$ 6,000.00	\$ 383.00	\$ 9,192.00	\$ 383.00	\$ 9,192.00	\$ 400.00	\$ 9,840.00	
A-71	8-14 SP	Cement Conc. Curb Ramp Type Half Perpendicular	SY	18	\$ 150	\$ 2,700	\$ 4,032.00	\$ 224.00	\$ 4,032.00	\$ 250.00	\$ 4,500.00	\$ 383.00	\$ 6,894.00	\$ 383.00	\$ 6,894.00	\$ 400.00	\$ 7,200.00	
A-72	8-14 SP	Cement Conc. Curb Ramp Type Half Perpendicular B	SY	107	\$ 150	\$ 16,050	\$ 815.00	\$ 163.00	\$ 17,441.00	\$ 205.00	\$ 1,025.00	\$ 1,650.00	\$ 1,427.50	\$ 1,650.00	\$ 1,427.50	\$ 320.00	\$ 1,600.00	
A-73	8-14 SP	Cement Conc. Curb Ramp Type Perpendicular A	SY	107	\$ 150	\$ 16,050	\$ 17,441.00	\$ 163.00	\$ 17,441.00	\$ 175.00	\$ 18,725.00	\$ 285.50	\$ 30,548.50	\$ 285.50	\$ 30,548.50	\$ 310.00	\$ 33,170.00	
A-74	8-14 SP	Cement Conc. Curb Ramp Type Perpendicular B	SY	17	\$ 150	\$ 2,550	\$ 2,771.00	\$ 163.00	\$ 2,771.00	\$ 190.00	\$ 3,230.00	\$ 285.50	\$ 4,853.50	\$ 285.50	\$ 4,853.50	\$ 300.00	\$ 5,100.00	
A-75	8-14 SP	Cement Conc. Curb Ramp Type Blended Transit	SY	17	\$ 150	\$ 2,550	\$ 2,771.00	\$ 163.00	\$ 2,771.00	\$ 190.00	\$ 3,230.00	\$ 285.50	\$ 4,853.50	\$ 285.50	\$ 4,853.50	\$ 300.00	\$ 5,100.00	
A-76	8-20 SP	Illumination System Complete	LS	1	\$ 401,000	\$ 401,000	\$ 401,500.00	\$ 401,500.00	\$ 401,500.00	\$ 380,000.00	\$ 380,000.00	\$ 340,000.00	\$ 388,166.00	\$ 388,166.00	\$ 378,000.00	\$ 378,000.00	\$ 378,000.00	
A-77	8-21	Permanent Signaling	LF	1	\$ 4,200	\$ 4,200	\$ 9,500.00	\$ 9,500.00	\$ 7,000.00	\$ 7,000.00	\$ 8,500.00	\$ 6,521.00	\$ 6,521.00	\$ 6,521.00	\$ 7,600.00	\$ 7,600.00	\$ 7,600.00	
A-78	8-22	Paint Line	LF	771	\$ 2	\$ 1,542	\$ 1,310.70	\$ 1.70	\$ 1,310.70	\$ 1.60	\$ 1,233.60	\$ 1.30	\$ 1,002.30	\$ 1.30	\$ 1,002.30	\$ 1.00	\$ 771.00	
A-79	8-22	Plastic Line	LF	363	\$ 5	\$ 1,815	\$ 2,541.00	\$ 7.00	\$ 2,541.00	\$ 7.00	\$ 2,541.00	\$ 3.50	\$ 1,270.50	\$ 3.50	\$ 1,270.50	\$ 7.00	\$ 2,541.00	
A-80	8-22	Plastic Stop Line	LF	110	\$ 7	\$ 770	\$ 1,232.00	\$ 11.20	\$ 1,232.00	\$ 11.00	\$ 1,210.00	\$ 11.50	\$ 1,265.00	\$ 11.50	\$ 1,265.00	\$ 11.00	\$ 1,210.00	
A-81	8-22	Plastic Crosswalk Line	LF	784	\$ 7	\$ 5,488	\$ 5,096.00	\$ 6.50	\$ 5,096.00	\$ 6.00	\$ 4,704.00	\$ 7.00	\$ 5,488.00	\$ 7.00	\$ 5,488.00	\$ 6.00	\$ 4,704.00	
A-82	8-22	Plastic Traffic Arrow	EA	4	\$ 150	\$ 600	\$ 135.00	\$ 540.00	\$ 132.00	\$ 528.00	\$ 132.00	\$ 528.00	\$ 154.25	\$ 617.00	\$ 154.25	\$ 617.00	\$ 130.00	\$ 520.00
A-83	8-22	Plastic Access Parking Space Symbol	EA	3	\$ 150	\$ 450	\$ 425.00	\$ 1,275.00	\$ 415.00	\$ 1,245.00	\$ 415.00	\$ 1,245.00	\$ 212.00	\$ 636.00	\$ 212.00	\$ 636.00	\$ 420.00	\$ 1,260.00
Total Construction Cost Schedule A													\$ 2,292,819.90	\$ 2,300,964.00				
Schedule B - Water Improvements													\$ 2,259,248.50	\$ 2,259,248.50				
B-1	1-05.4 SP	Roadway Surveying	LS	1	\$ 6,000	\$ 6,000	\$ 2,100.00	\$ 2,100.00	\$ 1,000.00	\$ 1,000.00	\$ 3,100	\$ 3,100	\$ 2,056.00	\$ 2,056.00	\$ 3,050	\$ 3,050	\$ 3,050	
B-2	1-09.7	Mobilization	CY	947	\$ 23,000	\$ 23,000	\$ 20,000.00	\$ 20,000.00	\$ 9,800.00	\$ 9,800.00	\$ 22,000	\$ 22,000	\$ 45,000.00	\$ 45,000.00	\$ 19,000	\$ 19,000	\$ 19,000	
B-3	2-09 SP	Structure Excavation Class B Incl. Haul	CY	12	\$ 40	\$ 37,880	\$ 12,784.50	\$ 13.50	\$ 20,834.00	\$ 11	\$ 10,417	\$ 22.25	\$ 21,070.75	\$ 22.25	\$ 21,070.75	\$ 25	\$ 23,675	
B-4	2-09 SP	Controlled Density Fill	CY	530	\$ 120	\$ 1,440	\$ 1,700.00	\$ 2,040.00	\$ 1,620.00	\$ 1,620.00	\$ 175	\$ 2,100	\$ 157.25	\$ 1,887.00	\$ 155	\$ 1,860	\$ 1,860	
B-5	2-09 SP	Light Weight Backfill	CY	401	\$ 35	\$ 18,550	\$ 24.00	\$ 12,720.00	\$ 23.00	\$ 12,180.00	\$ 45	\$ 23,850	\$ 34.75	\$ 18,417.50	\$ 22	\$ 11,660	\$ 11,660	
B-6	2-12 SP	Triaxial Geogrid Reinforcement for Subgrade	SY	801	\$ 2	\$ 802	\$ 4,812.00	\$ 12.00	\$ 9,624.00	\$ 7	\$ 5,880	\$ 5.75	\$ 4,620.75	\$ 5.75	\$ 4,620.75	\$ 5	\$ 2,005	
B-7	2-12	Construction Geotextile for Separation	SY	801	\$ 2	\$ 1,602	\$ 2,403.00	\$ 3.00	\$ 2,403.00	\$ 3	\$ 2,807	\$ 2.50	\$ 2,002.50	\$ 2.50	\$ 2,002.50	\$ 1	\$ 801	
B-8	7-09	Shoring or Extra Excavation Trench	SF	7,536	\$ 1	\$ 7,536	\$ 753.60	\$ 0.10	\$ 753.60	\$ 0.10	\$ 753.60	\$ 0.60	\$ 4,521.60	\$ 0.60	\$ 4,521.60	\$ 1	\$ 7,536	
B-9	7-09 SP	PVC Pipe For Water Main 6 In. Diam.	LF	117	\$ 110	\$ 12,870	\$ 3,861.00	\$ 33.00	\$ 3,861.00	\$ 50.00	\$ 5,850.00	\$ 45.75	\$ 5,352.75	\$ 45.75	\$ 5,352.75	\$ 54	\$ 6,318	
B-10	7-09 SP	PVC Pipe For Water Main 12 In. Diam.	LF	1,071	\$ 120	\$ 128,520	\$ 63,000.00	\$ 63.00	\$ 67,473.00	\$ 70.00	\$ 74,970.00	\$ 73.25	\$ 78,450.75	\$ 73.25	\$ 78,450.75	\$ 94	\$ 100,674	
B-11	7-09 SP	Connection to Existing Water System	EA	5	\$ 2,000	\$ 10,000	\$ 2,000.00	\$ 10,000.00	\$ 6,800.00	\$ 6,800.00	\$ 8,000	\$ 8,000	\$ 1,353.00	\$ 6,765.00	\$ 2,400	\$ 12,000	\$ 12,000	
B-12	7-09 SP	Removal and Replacement of Unsuitable Waterf	CY	87	\$ 70	\$ 6,090	\$ 7,569.00	\$ 87.00	\$ 7,569.00	\$ 40	\$ 3,480	\$ 52.00	\$ 4,524.00	\$ 52.00	\$ 4,524.00	\$ 75	\$ 6,525	
B-13	7-12	Gate Valve 6 In.	EA	1	\$ 1,300	\$ 1,300	\$ 1,200.00	\$ 1,200.00	\$ 1,300.00	\$ 1,300.00	\$ 1,500	\$ 1,233.00	\$ 1,233.00	\$ 1,233.00	\$ 1,550	\$ 1,550	\$ 1,550	
B-14	7-12	Gate Valve 12 In.	EA	2	\$ 3,500	\$ 7,000	\$ 2,800.00	\$ 5,600.00	\$ 2,900.00	\$ 5,800.00	\$ 2,600	\$ 2,634.00	\$ 2,634.00	\$ 2,634.00	\$ 1,790	\$ 3,580	\$ 3,580	
B-15	7-12	Comb. Air Release/Air Vacuum Valve Assembly	EA	2	\$ 3,000	\$ 6,000	\$ 3,300.00	\$ 6,600.00	\$ 2,700.00	\$ 5,400.00	\$ 3,500	\$ 7,000.00	\$ 3,035.00	\$ 6,070.00	\$ 4,150	\$ 8,300	\$ 8,300	
B-16	7-12 SP	Adjust Water Valve Box	EA	9	\$ 500	\$ 4,500	\$ 550.00	\$ 4,950.00	\$ 540.00	\$ 4,860.00	\$ 600	\$ 5,400	\$ 245.00	\$ 2,205.00	\$ 570	\$ 5,130	\$ 5,130	
B-17	7-14	Hydrant Assembly	EA	3	\$ 6,200	\$ 18,600	\$ 7,350.00	\$ 22,050.00	\$ 6,700.00	\$ 20,100.00	\$ 6,600	\$ 19,800	\$ 6,955.00	\$ 20,865.00	\$ 4,800	\$ 14,400	\$ 14,400	
B-18	7-14 SP	Remove and Salvage Hydrant	EA	1	\$ 1,000	\$ 1,000	\$ 1,170.00	\$ 1,170.00	\$ 960.00	\$ 960.00	\$ 1,700	\$ 1,700	\$ 428.00	\$ 428.00	\$ 580	\$ 580	\$ 580	
B-19	7-15 SP	Service Connection 5/8 In. Diam.	EA	8	\$ 1,500	\$ 12,000	\$ 13,960.00	\$ 1,745.00	\$ 13,960.00	\$ 1,000.00	\$ 8,000.00	\$ 2,162.00	\$ 17,296.00	\$ 2,162.00	\$ 17,296.00	\$ 1,490	\$ 11,920	
B-20	7-15 SP	Service Connection 2 In. Diam.	EA	3	\$ 2,500	\$ 7,500	\$ 9,995.00	\$ 4,665.00	\$ 4,000.00	\$ 12,000.00	\$ 5,500	\$ 16,500	\$ 15,414.00	\$ 15,414.00	\$ 4,370	\$ 13,110	\$ 13,110	
B-21	8-03 SP	Irrigation Service Connection 1-1/2 In. Diam.	EA	1	\$ 2,500	\$ 2,500	\$ 4,856.00	\$ 4,856.00	\$ 2,500.00	\$ 2,500.00	\$ 4,800	\$ 4,800	\$ 5,703.00	\$ 5,703.00	\$ 4,370	\$ 4,370	\$ 4,370	
Schedule B Construction Subtotal													\$ 277,483.50	\$ 267,063.60	\$ 257,994.00			
Sales Tax (@9.2%)													\$ 25,528.48	\$ 24,569.85	\$ 23,735.45			



PERTEET Bid Tabulation
City of Stanwood - 90th Avenue NW Extension

Bid Item No.	Spec. Section	ITEM	EE		SRV CONSTRUCTION, INC.		COLACURCIO BROTHERS		MARSHBANK CONSTRUCTION		THOMCO CONSTRUCTION, INC.		INTERWEST CONST.			
			UNITS	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT		
Schedule C - Sanitary Sewer Improvements																
C-1	1-05.4 SP	Roadway Surveying	LS	1	\$ 4,000	\$ 4,000	\$ 2,078.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 686.00	\$ 686.00	\$ 1,250.00	\$ 1,250.00		
C-2	1-09.7	Mobilization	LS	1	\$ 13,000	\$ 13,000	\$ 14,000.00	\$ 8,000.00	\$ 22,000.00	\$ 22,000.00	\$ 52,500.00	\$ 52,500.00	\$ 15,000.00	\$ 15,000.00		
C-3	2-02 SP	Removing Sanitary Sewer Manhole	EA	1	\$ 750	\$ 750	\$ 1,600.00	\$ 300.00	\$ 700.00	\$ 700.00	\$ 981.00	\$ 981.00	\$ 1,000.00	\$ 1,000.00		
C-4	2-09 SP	Structure Excavation Class B Incl. Haul	CY	927	\$ 40	\$ 37,080	\$ 12,514.50	\$ 20,394.00	\$ 11.00	\$ 10,197.00	\$ 21.50	\$ 19,930.50	\$ 25.00	\$ 23,175.00		
C-5	2-09	Shoring or Extra Excavation Cl. B	SF	6,844	\$ 1	\$ 6,844	\$ 5,475.20	\$ 0.10	\$ 684.40	\$ 1.00	\$ 6,844.00	\$ 0.60	\$ 4,106.40	\$ 1.00	\$ 6,844.00	
C-6	2-09 SP	Controlled Density Fill	CY	11	\$ 120	\$ 1,320	\$ 1,870.00	\$ 140.00	\$ 1,540.00	\$ 175.00	\$ 1,925.00	\$ 127.00	\$ 1,397.00	\$ 155.00	\$ 1,705.00	
C-7	2-09 SP	Light Weight Backfill	CY	463	\$ 35	\$ 16,205	\$ 24.00	\$ 11,112.00	\$ 23.00	\$ 10,649.00	\$ 45.00	\$ 20,835.00	\$ 35.00	\$ 16,205.00	\$ 22.00	\$ 10,186.00
C-8	2-12 SP	Triaxial Geogrid Reinforcement for Subgrade	SF	288	\$ 2	\$ 576	\$ 18.50	\$ 5,328.00	\$ 4.00	\$ 1,152.00	\$ 7.00	\$ 2,016.00	\$ 5.75	\$ 1,656.00	\$ 5.00	\$ 1,440.00
C-9	2-12	Construction Geotextile for Separation	SF	576	\$ 2	\$ 1,152	\$ 7.50	\$ 4,320.00	\$ 1.00	\$ 576.00	\$ 2.50	\$ 1,440.00	\$ 3.00	\$ 1,728.00	\$ 1.00	\$ 576.00
C-10	7-05	Manhole 48 In. Diam. Type 1	EA	5	\$ 5,500	\$ 27,500	\$ 5,600.00	\$ 20,000.00	\$ 2,500.00	\$ 12,500.00	\$ 3,061.00	\$ 15,305.00	\$ 4,800.00	\$ 24,000.00		
C-11	7-05 SP	Adjust Manhole to Grade	EA	3	\$ 750	\$ 2,250	\$ 850.00	\$ 2,550.00	\$ 600.00	\$ 1,800.00	\$ 429.00	\$ 1,287.00	\$ 350.00	\$ 1,050.00		
C-12	7-08 SP	Connection to Existing Sanitary Sewer Structure	EA	5	\$ 1,000	\$ 5,000	\$ 3,120.00	\$ 15,600.00	\$ 500.00	\$ 2,500.00	\$ 2,675.00	\$ 13,375.00	\$ 3,600.00	\$ 18,000.00		
C-13	7-17 SP	PVC Sanitary Sewer Pipe 8 In. Diam.	LF	762	\$ 75	\$ 57,150	\$ 97.50	\$ 74,295.00	\$ 70.00	\$ 53,340.00	\$ 44.00	\$ 33,528.00	\$ 39.00	\$ 29,718.00	\$ 74.00	\$ 56,388.00
C-14	7-17 SP	Removal and Replacement of Unsuitable Material	CY	38	\$ 70	\$ 2,660	\$ 100.00	\$ 3,800.00	\$ 78.00	\$ 2,964.00	\$ 40.00	\$ 1,520.00	\$ 52.00	\$ 1,996.00	\$ 75.00	\$ 2,850.00
Schedule C Construction Subtotal							\$ 187,542.70	\$ 131,179.40	\$ 121,805.00	\$ 163,450.90	\$ 15,037.48	\$ 15,383.69	\$ 167,214.00	\$ 182,597.69		
Sales Tax (@9.2%)							\$ 17,253.93	\$ 12,068.50	\$ 11,206.06	\$ 15,037.48	\$ 15,037.48	\$ 15,383.69	\$ 16,721.40	\$ 18,259.77		
Total Construction Cost Schedule C							\$ 204,796.63	\$ 143,247.90	\$ 133,011.06	\$ 178,488.38						
Schedule A Sub-Total							\$ 2,062,940.40	\$ 2,259,248.50	\$ 2,292,819.90				\$ 2,300,964.00			
Schedule B Sub-Total							\$ 241,219.63	\$ 252,013.51	\$ 303,011.98				\$ 281,729.45			
Schedule C Sub-Total							\$ 204,796.63	\$ 143,247.90	\$ 133,011.06				\$ 182,597.69			
Construction Total							\$ 2,407,661.86	\$ 2,458,201.81	\$ 2,695,271.54				\$ 2,765,291.14			
Percent of EE							20%	18%	10%	8%				8%		

Total on Bid \$2,428,855.81



PERTEET Bid Tabulation
City of Stanwood - 90th Av

Bid Item No.	Spec. Section	ITEM	FABER CONSTRUCTION		GRANITE CONSTRUCTION		TRIMAXX CONSTRUCTION		TAYLOR'S EXCAVATORS		A-1 LANDSCAPING & CONST.		
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
Schedule A - Roadway Improvements													
A-1	1-04.4 SP	Unexpected Site Changes	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	
A-2	1-05.4 SP	Roadway Surveying	\$ 16,476.00	\$ 16,476.00	\$ 21,000.00	\$ 21,000.00	\$ 30,000.00	\$ 30,000.00	\$ 18,500.00	\$ 18,500.00	\$ 38,700.00	\$ 38,700.00	
A-3	1-05.18 SP	Record Drawings (Min. Bid \$2,500)	\$ 2,403.00	\$ 2,403.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 4,500.00	\$ 4,500.00	
A-4	1-07.11 SP	Training	\$ 20.00	\$ 8,000.00	\$ 1.00	\$ 400.00	\$ 1.00	\$ 400.00	\$ 60.00	\$ 24,000.00	\$ 120.00	\$ 48,000.00	
A-5	1-07.15 SP	SPCC Plan	\$ 965.00	\$ 965.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 4,870.00	\$ 4,870.00	
A-6	1-07.17 SP	Utility Potting	\$ 577.00	\$ 17,310.00	\$ 331.00	\$ 9,930.00	\$ 300.00	\$ 9,000.00	\$ 500.00	\$ 15,000.00	\$ 1,500.00	\$ 45,000.00	
A-7	1-08.3 SP	Type B Progress Schedule (Min. Bid \$5,000)	\$ 4,824.00	\$ 4,824.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 12,400.00	\$ 12,400.00	
A-8	1-09.7	Mobilization	\$ 162,987.00	\$ 162,987.00	\$ 195,000.00	\$ 195,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 18,700.00	\$ 18,700.00	
A-9	1-10 SP	Traffic Control Supervisor	\$ 17,863.00	\$ 17,863.00	\$ 70,000.00	\$ 70,000.00	\$ 15,000.00	\$ 15,000.00	\$ 75,000.00	\$ 75,000.00	\$ 25,780.00	\$ 25,780.00	
A-10	1-10 SP	Flaggers	\$ 61.00	\$ 43,920.00	\$ 69.00	\$ 49,680.00	\$ 57.00	\$ 41,040.00	\$ 65.00	\$ 46,800.00	\$ 58.00	\$ 41,760.00	
A-11	1-10 SP	Pedestrian Traffic Control	\$ 18,026.00	\$ 18,026.00	\$ 38,000.00	\$ 38,000.00	\$ 5,700.00	\$ 5,700.00	\$ 30,000.00	\$ 30,000.00	\$ 12,400.00	\$ 12,400.00	
A-12	1-10 SP	Project Temporary Traffic Control	\$ 14,512.00	\$ 14,512.00	\$ 53,000.00	\$ 53,000.00	\$ 10,000.00	\$ 10,000.00	\$ 45,000.00	\$ 45,000.00	\$ 22,450.00	\$ 22,450.00	
A-13	2-01	Clearing and Grubbing	\$ 67,296.00	\$ 6,729.60	\$ 28,000.00	\$ 2,800.00	\$ 110,000.00	\$ 11,000.00	\$ 15,000.00	\$ 15,000.00	\$ 22,000.00	\$ 22,000.00	
A-14	2-02 SP	Removal of Structures and Obstructions	\$ 5,469.00	\$ 5,469.00	\$ 18,000.00	\$ 18,000.00	\$ 9,000.00	\$ 9,000.00	\$ 50,000.00	\$ 50,000.00	\$ 75,400.00	\$ 75,400.00	
A-15	2-02 SP	Saw Cutting Existing Pavement	\$ 3.00	\$ 7,413.00	\$ 2.40	\$ 5,930.40	\$ 3.00	\$ 7,413.00	\$ 10.00	\$ 24,710.00	\$ 5.00	\$ 12,355.00	
A-16	2-02 SP	Removing Drainage Structure	\$ 804.00	\$ 10,452.00	\$ 285.00	\$ 3,705.00	\$ 280.00	\$ 3,640.00	\$ 700.00	\$ 9,100.00	\$ 950.00	\$ 12,350.00	
A-17	2-02 SP	Removing Cement Conc. Sidewalk	\$ 15.00	\$ 5,865.00	\$ 16.00	\$ 6,256.00	\$ 18.00	\$ 7,038.00	\$ 4.00	\$ 1,564.00	\$ 22.00	\$ 8,602.00	
A-18	2-02 SP	Removing Cement Conc. Curb and Gutter	\$ 8.00	\$ 2,592.00	\$ 7.25	\$ 2,349.00	\$ 10.00	\$ 3,240.00	\$ 5.00	\$ 1,620.00	\$ 8.00	\$ 2,592.00	
A-19	2-02 SP	Removing Cement Conc. Curb	\$ 6.00	\$ 576.00	\$ 6.50	\$ 624.00	\$ 10.00	\$ 960.00	\$ 5.00	\$ 480.00	\$ 7.00	\$ 672.00	
A-20	2-02 SP	Removing Asphalt Conc. Pavement	\$ 5.00	\$ 38,840.00	\$ 4.00	\$ 31,072.00	\$ 6.50	\$ 50,492.00	\$ 5.00	\$ 38,840.00	\$ 18.00	\$ 139,824.00	
A-21	2-03	Roadway Excavation Incl. Haul	\$ 29.00	\$ 113,970.00	\$ 38.00	\$ 149,340.00	\$ 35.00	\$ 137,550.00	\$ 25.00	\$ 98,250.00	\$ 55.00	\$ 216,150.00	
A-22	2-03	Gravel Borrow Incl. Haul	\$ 23.00	\$ 17,020.00	\$ 27.00	\$ 19,980.00	\$ 28.00	\$ 20,720.00	\$ 40.00	\$ 29,600.00	\$ 32.00	\$ 23,680.00	
A-23	2-08 SP	Dewatering	\$ 113,570.00	\$ 113,570.00	\$ 11,000.00	\$ 11,000.00	\$ 120,000.00	\$ 120,000.00	\$ 48,000.00	\$ 48,000.00	\$ 80,000.00	\$ 80,000.00	
A-24	2-09 SP	Structure Excavation Class B Incl. Haul	\$ 36.00	\$ 48,960.00	\$ 22.00	\$ 29,920.00	\$ 37.00	\$ 50,320.00	\$ 25.00	\$ 34,000.00	\$ 28.00	\$ 38,080.00	
A-25	2-09	Shoring or Extra Excavation Cl. B	\$ 1.00	\$ 7,967.00	\$ 2.00	\$ 15,934.00	\$ 3.00	\$ 23,901.00	\$ 1.00	\$ 7,967.00	\$ 6.00	\$ 47,802.00	
A-26	2-09 SP	Controlled Density Fill	\$ 229.00	\$ 15,343.00	\$ 148.00	\$ 9,916.00	\$ 154.00	\$ 10,318.00	\$ 160.00	\$ 10,720.00	\$ 155.00	\$ 10,385.00	
A-27	2-09 SP	Light Weight Backfill	\$ 44.00	\$ 12,232.00	\$ 32.00	\$ 8,896.00	\$ 41.00	\$ 11,398.00	\$ 75.00	\$ 20,850.00	\$ 98.00	\$ 27,244.00	
A-28	2-12 SP	Triaxial Geogrid Reinforcement for Subgrade	\$ 7.00	\$ 37,254.00	\$ 5.50	\$ 29,271.00	\$ 2.00	\$ 10,644.00	\$ 3.00	\$ 26,610.00	\$ 6.00	\$ 31,932.00	
A-29	2-12	Construction Geotextile for Separation	\$ 3.00	\$ 30,474.00	\$ 1.50	\$ 15,237.00	\$ 1.00	\$ 10,158.00	\$ 3.00	\$ 30,474.00	\$ 4.00	\$ 40,632.00	
A-30	4-04	Ballast	\$ 26.00	\$ 129,220.00	\$ 27.50	\$ 136,675.00	\$ 29.00	\$ 144,130.00	\$ 30.00	\$ 149,100.00	\$ 68.00	\$ 337,960.00	
A-31	4-04	Crushed Surfacing Top Course	\$ 25.00	\$ 47,500.00	\$ 53.00	\$ 100,700.00	\$ 36.00	\$ 68,400.00	\$ 30.00	\$ 57,000.00	\$ 45.00	\$ 85,500.00	
A-32	5-04 SP	HMA CL 1/2 In. PG 58H+22	\$ 113.00	\$ 155,940.00	\$ 103.00	\$ 142,140.00	\$ 125.00	\$ 172,500.00	\$ 120.00	\$ 165,600.00	\$ 130.00	\$ 179,400.00	
A-33	5-04	Planning Bituminous Pavement	\$ 15.00	\$ 11,295.00	\$ 3.75	\$ 2,813.75	\$ 6.00	\$ 4,518.00	\$ 8.00	\$ 6,024.00	\$ 12.00	\$ 9,036.00	
A-34	7-04	Schedule A Storm Sewer Pipe 12 In. Diam.	\$ 54.00	\$ 35,748.00	\$ 41.00	\$ 27,142.00	\$ 53.00	\$ 35,086.00	\$ 42.00	\$ 27,804.00	\$ 75.00	\$ 49,650.00	
A-35	7-04	Schedule A Storm Sewer Pipe 18 In. Diam.	\$ 64.00	\$ 13,376.00	\$ 58.00	\$ 12,122.00	\$ 77.00	\$ 16,093.00	\$ 90.00	\$ 18,810.00	\$ 95.00	\$ 19,855.00	
A-36	7-04 SP	Ductile Iron Storm Sewer Pipe 8 In. Diam.	\$ 68.00	\$ 9,384.00	\$ 58.00	\$ 8,004.00	\$ 65.00	\$ 8,970.00	\$ 55.00	\$ 7,590.00	\$ 110.00	\$ 15,180.00	
A-37	7-04 SP	Ductile Iron Storm Sewer Pipe 12 In. Diam.	\$ 83.00	\$ 55,527.00	\$ 67.00	\$ 44,823.00	\$ 75.00	\$ 50,175.00	\$ 75.00	\$ 50,175.00	\$ 125.00	\$ 83,625.00	
A-38	7-04 SP	Solid Wall PVC Storm Sewer Pipe 6 In. Diam.	\$ 48.00	\$ 480.00	\$ 84.00	\$ 840.00	\$ 58.00	\$ 580.00	\$ 100.00	\$ 1,000.00	\$ 95.00	\$ 950.00	
A-39	7-04 SP	Solid Wall PVC Storm Sewer Pipe 8 In. Diam.	\$ 45.00	\$ 450.00	\$ 87.00	\$ 870.00	\$ 59.00	\$ 590.00	\$ 500.00	\$ 5,000.00	\$ 145.00	\$ 1,450.00	
A-40	7-05	Catch Basin Type 1	\$ 1,407.00	\$ 40,803.00	\$ 2,500.00	\$ 72,500.00	\$ 1,700.00	\$ 49,300.00	\$ 1,200.00	\$ 34,800.00	\$ 3,200.00	\$ 92,800.00	
A-41	7-05	Catch Basin Type 1L	\$ 1,789.00	\$ 3,578.00	\$ 2,700.00	\$ 5,400.00	\$ 1,900.00	\$ 3,800.00	\$ 2,000.00	\$ 4,000.00	\$ 3,500.00	\$ 7,000.00	
A-42	7-05	Catch Basin Type 2 48 In. Diam.	\$ 2,794.00	\$ 16,764.00	\$ 4,100.00	\$ 24,600.00	\$ 5,000.00	\$ 30,000.00	\$ 5,000.00	\$ 30,000.00	\$ 5,500.00	\$ 33,000.00	
A-43	7-05 SP	Connection to Drainage Structure	\$ 1,794.00	\$ 16,146.00	\$ 1,500.00	\$ 13,500.00	\$ 470.00	\$ 4,230.00	\$ 1,500.00	\$ 13,500.00	\$ 1,200.00	\$ 10,800.00	
A-44	7-05 SP	Adjust Manhole to Grade	\$ 864.00	\$ 1,728.00	\$ 550.00	\$ 1,100.00	\$ 630.00	\$ 1,260.00	\$ 1,000.00	\$ 2,000.00	\$ 1,400.00	\$ 2,800.00	
A-45	7-05 SP	Adjust Catch Basin to Grade	\$ 341.00	\$ 341.00	\$ 550.00	\$ 550.00	\$ 630.00	\$ 630.00	\$ 1,000.00	\$ 1,000.00	\$ 800.00	\$ 800.00	
A-46	7-08 SP	Removal and Replacement of Unsuitable Material	\$ 71.00	\$ 11,147.00	\$ 100.00	\$ 15,700.00	\$ 88.00	\$ 13,816.00	\$ 100.00	\$ 15,700.00	\$ 75.00	\$ 11,775.00	
A-47	8-01	Inlet Protection	\$ 74.00	\$ 3,922.00	\$ 62.00	\$ 3,286.00	\$ 104.00	\$ 5,212.00	\$ 50.00	\$ 2,500.00	\$ 155.00	\$ 7,775.00	
A-48	8-01	High Visibility Silt Fence	\$ 8.00	\$ 2,264.00	\$ 6.00	\$ 1,698.00	\$ 4.00	\$ 1,132.00	\$ 5.00	\$ 1,415.00	\$ 12.00	\$ 3,396.00	
A-49	8-01 SP	Erosion/Water Pollution Control	\$ 49,000.00	\$ 49,000.00	\$ 49,000.00	\$ 49,000.00	\$ 49,000.00	\$ 49,000.00	\$ 49,000.00	\$ 49,000.00	\$ 49,000.00	\$ 49,000.00	
A-50	8-01 SP	Seeding and Fertilizing by Hand	\$ 6.00	\$ 996.00	\$ 5.00	\$ 830.00	\$ 4.00	\$ 664.00	\$ 10.00	\$ 1,660.00	\$ 12.00	\$ 1,992.00	
A-51	8-02 SP	Topsoil Type A	\$ 86.00	\$ 2,668.00	\$ 78.00	\$ 2,418.00	\$ 77.00	\$ 2,387.00	\$ 90.00	\$ 2,790.00	\$ 60.00	\$ 1,860.00	
A-52	8-02 SP	PSIPE "Trees"	\$ 686.00	\$ 19,200.00	\$ 542.00	\$ 15,176.00	\$ 700.00	\$ 33,600.00	\$ 650.00	\$ 18,200.00	\$ 750.00	\$ 21,000.00	
A-53	8-02 SP	Property Restoration	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	
A-54	8-02 SP	Root Barrier - 18 In.	\$ 17.00	\$ 2,380.00	\$ 15.50	\$ 2,170.00	\$ 12.00	\$ 1,680.00	\$ 18.00	\$ 2,520.00	\$ 35.00	\$ 4,900.00	
A-55	8-02 SP	Root Barrier - 24 In.	\$ 18.00	\$ 2,520.00	\$ 17.00	\$ 2,380.00	\$ 14.00	\$ 1,960.00	\$ 19.00	\$ 2,660.00	\$ 45.00	\$ 6,300.00	

Bid Item No.	Spec. Section	ITEM	FABER CONSTRUCTION		GRANITE CONSTRUCTION		TRIMAXX CONSTRUCTION		TAYLOR'S EXCAVATORS		A-1 LANDSCAPING & CONST.	
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
A-56	8-02 SP	Tree Grate and Frame	\$ 2,347.00	\$ 65,716.00	\$ 1,500.00	\$ 42,000.00	\$ 3,000.00	\$ 84,000.00	\$ 2,000.00	\$ 56,000.00	\$ 4,500.00	\$ 126,000.00
A-57	8-03 SP	Irrigation System Complete	\$ 32,608.00	\$ 32,608.00	\$ 70,000.00	\$ 70,000.00	\$ 26,000.00	\$ 26,000.00	\$ 35,000.00	\$ 35,000.00	\$ 3,900.00	\$ 3,900.00
A-58	8-04 SP	Cement Conc. Traffic Curb and Gutter	\$ 27.00	\$ 69,147.00	\$ 34.00	\$ 87,074.00	\$ 28.00	\$ 71,708.00	\$ 19.00	\$ 48,659.00	\$ 35.00	\$ 89,635.00
A-59	8-04	Extruded Curb	\$ 17.00	\$ 4,369.00	\$ 17.00	\$ 4,369.00	\$ 34.00	\$ 8,738.00	\$ 19.00	\$ 4,883.00	\$ 35.00	\$ 8,985.00
A-60	8-04 SP	Cement Conc. Valley Gutter	\$ 27.00	\$ 7,101.00	\$ 34.00	\$ 8,942.00	\$ 28.00	\$ 7,364.00	\$ 30.00	\$ 7,890.00	\$ 38.00	\$ 9,994.00
A-61	8-04 SP	Cement Conc. Sidewalk Integral Curb	\$ 72.00	\$ 10,224.00	\$ 89.00	\$ 12,638.00	\$ 74.00	\$ 10,508.00	\$ 115.00	\$ 16,330.00	\$ 70.00	\$ 9,940.00
A-62	8-06 SP	Cement Conc. Driveway Entrance	\$ 86.00	\$ 9,944.00	\$ 105.00	\$ 13,920.00	\$ 88.00	\$ 9,152.00	\$ 58.00	\$ 6,932.00	\$ 95.00	\$ 9,880.00
A-63	8-06 SP	Cement Conc. Driveway Entrance Type Drop Cur	\$ 86.00	\$ 25,628.00	\$ 105.00	\$ 31,290.00	\$ 88.00	\$ 26,224.00	\$ 58.00	\$ 17,284.00	\$ 95.00	\$ 28,310.00
A-64	8-07 SP	Precast Cement Conc. Wheel Stop	\$ 132.00	\$ 2,376.00	\$ 131.00	\$ 2,358.00	\$ 300.00	\$ 5,400.00	\$ 140.00	\$ 2,520.00	\$ 270.00	\$ 4,860.00
A-65	8-09	Raised Pavement Marker Type 1Y	\$ 286.00	\$ 1,430.00	\$ 285.00	\$ 1,425.00	\$ 650.00	\$ 3,250.00	\$ 350.00	\$ 1,750.00	\$ 585.00	\$ 2,925.00
A-66	8-09	Raised Pavement Marker Type 2D	\$ 801.00	\$ 1,602.00	\$ 800.00	\$ 1,600.00	\$ 650.00	\$ 1,300.00	\$ 800.00	\$ 1,600.00	\$ 585.00	\$ 1,170.00
A-67	8-12 SP	Remove and Reinstall Chain Link Fence and Gate	\$ 34.00	\$ 7,208.00	\$ 17.00	\$ 3,604.00	\$ 40.00	\$ 8,480.00	\$ 56.00	\$ 11,872.00	\$ 70.00	\$ 14,840.00
A-68	8-13	Monument Case and Cover	\$ 1,716.00	\$ 10,296.00	\$ 1,250.00	\$ 7,500.00	\$ 800.00	\$ 4,800.00	\$ 3,000.00	\$ 18,000.00	\$ 450.00	\$ 2,700.00
A-69	8-14 SP	Cement Conc. Sidewalk	\$ 41.00	\$ 71,627.00	\$ 55.00	\$ 96,085.00	\$ 42.00	\$ 73,374.00	\$ 55.00	\$ 96,085.00	\$ 220.00	\$ 52,800.00
A-70	8-14 SP	Cement Conc. Curb Ramp Type Parallel A	\$ 383.00	\$ 9,192.00	\$ 433.00	\$ 10,392.00	\$ 400.00	\$ 9,600.00	\$ 200.00	\$ 4,800.00	\$ 350.00	\$ 6,300.00
A-71	8-14 SP	Cement Conc. Curb Ramp Type Combination	\$ 383.00	\$ 6,894.00	\$ 433.00	\$ 7,794.00	\$ 400.00	\$ 7,200.00	\$ 200.00	\$ 3,600.00	\$ 180.00	\$ 900.00
A-72	8-14 SP	Cement Conc. Curb Ramp Type Half Perpendicular	\$ 286.00	\$ 1,430.00	\$ 346.00	\$ 1,730.00	\$ 400.00	\$ 2,000.00	\$ 160.00	\$ 800.00	\$ 170.00	\$ 850.00
A-73	8-14 SP	Cement Conc. Curb Ramp Type Perpendicular A	\$ 286.00	\$ 30,602.00	\$ 325.00	\$ 34,775.00	\$ 300.00	\$ 32,100.00	\$ 160.00	\$ 17,120.00	\$ 170.00	\$ 18,190.00
A-74	8-14 SP	Cement Conc. Curb Ramp Type Perpendicular B	\$ 286.00	\$ 4,862.00	\$ 325.00	\$ 5,525.00	\$ 300.00	\$ 5,100.00	\$ 160.00	\$ 2,720.00	\$ 170.00	\$ 2,890.00
A-75	8-14 SP	Cement Conc. Curb Ramp Type Blended Transit	\$ 383.00	\$ 7,361.00	\$ 433.00	\$ 7,361.00	\$ 400.00	\$ 6,800.00	\$ 220.00	\$ 3,740.00	\$ 170.00	\$ 2,890.00
A-76	8-20 SP	Illumination System Complete	\$ 414,766.00	\$ 414,766.00	\$ 428,000.00	\$ 428,000.00	\$ 412,000.00	\$ 412,000.00	\$ 450,000.00	\$ 450,000.00	\$ 375,100.00	\$ 375,100.00
A-77	8-21	Permanent Signaling	\$ 6,533.00	\$ 6,533.00	\$ 12,500.00	\$ 12,500.00	\$ 6,700.00	\$ 6,700.00	\$ 30,000.00	\$ 30,000.00	\$ 21,400.00	\$ 21,400.00
A-78	8-22	Paint Line	\$ 2.00	\$ 1,542.00	\$ 1.65	\$ 1,272.15	\$ 2.50	\$ 1,927.50	\$ 2.00	\$ 1,542.00	\$ 3.00	\$ 2,313.00
A-79	8-22	Plastic Line	\$ 7.00	\$ 2,541.00	\$ 7.00	\$ 2,541.00	\$ 3.50	\$ 1,270.50	\$ 8.00	\$ 2,904.00	\$ 4.00	\$ 1,452.00
A-80	8-22	Plastic Stop Line	\$ 11.00	\$ 1,210.00	\$ 11.50	\$ 1,265.00	\$ 8.30	\$ 913.00	\$ 15.00	\$ 1,650.00	\$ 8.00	\$ 880.00
A-81	8-22	Plastic Crosswalk Line	\$ 6.00	\$ 4,704.00	\$ 6.00	\$ 4,704.00	\$ 8.30	\$ 6,507.20	\$ 8.00	\$ 6,272.00	\$ 8.00	\$ 6,272.00
A-82	8-22	Plastic Traffic Arrow	\$ 137.00	\$ 548.00	\$ 137.00	\$ 548.00	\$ 300.00	\$ 1,200.00	\$ 180.00	\$ 720.00	\$ 280.00	\$ 1,120.00
A-83	8-22	Plastic Access Parking Space Symbol	\$ 431.00	\$ 1,293.00	\$ 430.00	\$ 1,290.00	\$ 340.00	\$ 1,020.00	\$ 400.00	\$ 1,200.00	\$ 350.00	\$ 1,050.00
Total Con			\$ 2,295,299.60		\$ 2,462,190.30		\$ 2,462,081.20		\$ 2,538,056.00		\$ 3,007,975.00	
Schedule B - Water Improvements												
B-1	1-05.4 SP	Roadway Surveying	\$ 3,432	\$ 3,432	\$ 4,000.00	\$ 4,000.00	\$ 2,200	\$ 2,200	\$ 4,000.00	\$ 4,000.00	\$ 5,540.00	\$ 5,540.00
B-2	1-09.7	Mobilization	\$ 19,515	\$ 19,515	\$ 13,000.00	\$ 13,000.00	\$ 20,000	\$ 20,000	\$ 30,000.00	\$ 30,000.00	\$ 29,700.00	\$ 29,700.00
B-3	2-09 SP	Structure Excavation Class B Incl. Haul	\$ 36	\$ 34,092	\$ 24.00	\$ 22,728.00	\$ 37	\$ 35,039	\$ 25.00	\$ 23,675.00	\$ 70.00	\$ 66,290.00
B-4	2-09 SP	Controlled Density Fill	\$ 229	\$ 2,748	\$ 148.00	\$ 1,776.00	\$ 150	\$ 1,800	\$ 250.00	\$ 3,000.00	\$ 170.00	\$ 2,040.00
B-5	2-09 SP	Light Weight Backfill	\$ 44	\$ 23,320	\$ 32.00	\$ 16,960.00	\$ 41	\$ 21,730	\$ 120.00	\$ 63,600.00	\$ 90.00	\$ 47,700.00
B-6	2-12 SP	Triaxial Geogrid Reinforcement for Subgrade	\$ 7	\$ 2,807	\$ 6.50	\$ 2,606.50	\$ 3	\$ 1,203	\$ 5.00	\$ 2,005.00	\$ 6.00	\$ 2,406.00
B-7	2-12	Construction Geotextile for Separation	\$ 3	\$ 2,403	\$ 3.00	\$ 2,403.00	\$ 1	\$ 1,041	\$ 3.00	\$ 2,403.00	\$ 4.00	\$ 3,204.00
B-8	7-09	Shoring or Extra Excavation Trench	\$ 1	\$ 7,536	\$ 1.00	\$ 7,536.00	\$ 3	\$ 20,347	\$ 0.50	\$ 3,768.00	\$ 5.00	\$ 37,680.00
B-9	7-09 SP	PVC Pipe for Water Main 6 In. Diam.	\$ 48	\$ 5,616	\$ 46.00	\$ 5,382.00	\$ 52	\$ 6,084	\$ 40.00	\$ 4,680.00	\$ 70.00	\$ 8,190.00
B-10	7-09 SP	PVC Pipe for Water Main 12 In. Diam.	\$ 69	\$ 73,899	\$ 79.00	\$ 84,609.00	\$ 90	\$ 96,390	\$ 100.00	\$ 107,100.00	\$ 65.00	\$ 69,615.00
B-11	7-09 SP	Connection to Existing Water System	\$ 2,956	\$ 14,780	\$ 3,500.00	\$ 17,500.00	\$ 2,800	\$ 14,000	\$ 8,000.00	\$ 40,000.00	\$ 1,900.00	\$ 9,500.00
B-12	7-09 SP	Removal and Replacement of Unsuitable Water	\$ 71	\$ 6,177	\$ 100.00	\$ 8,700.00	\$ 88	\$ 7,656	\$ 100.00	\$ 8,700.00	\$ 120.00	\$ 10,440.00
B-13	7-12	Gate Valve 6 In.	\$ 1,930	\$ 1,930	\$ 1,700.00	\$ 1,700.00	\$ 2,000	\$ 2,000	\$ 3,500.00	\$ 3,500.00	\$ 3,100.00	\$ 3,100.00
B-14	7-12	Gate Valve 12 In.	\$ 4,490	\$ 8,980	\$ 4,490	\$ 8,980.00	\$ 2,400	\$ 4,800	\$ 6,000.00	\$ 12,000.00	\$ 4,200.00	\$ 8,400.00
B-15	7-12	Comb. Air Release/Air Vacuum Valve Assembly	\$ 2,281	\$ 4,562	\$ 4,000.00	\$ 8,000.00	\$ 3,000	\$ 6,000	\$ 5,000.00	\$ 10,000.00	\$ 3,870.00	\$ 7,740.00
B-16	7-12 SP	Adjust Water Valve Box	\$ 587	\$ 5,785	\$ 440.00	\$ 3,960.00	\$ 650	\$ 5,670	\$ 800.00	\$ 7,200.00	\$ 550.00	\$ 4,950.00
B-17	7-14	Hydrant Assembly	\$ 5,952	\$ 17,856	\$ 7,700.00	\$ 23,100.00	\$ 6,800	\$ 20,400	\$ 8,000.00	\$ 24,000.00	\$ 8,800.00	\$ 26,400.00
B-18	7-14 SP	Remove and Salvage Hydrant	\$ 1,166	\$ 1,166	\$ 940.00	\$ 940.00	\$ 2,700	\$ 2,700	\$ 3,000.00	\$ 3,000.00	\$ 3,200.00	\$ 3,200.00
B-19	7-15 SP	Service Connection 5/8 In. Diam.	\$ 2,419	\$ 19,352	\$ 2,000.00	\$ 16,000.00	\$ 2,200	\$ 17,600	\$ 3,000.00	\$ 24,000.00	\$ 2,970.00	\$ 23,760.00
B-20	7-15 SP	Service Connection 2 In. Diam.	\$ 4,519	\$ 13,557	\$ 5,200.00	\$ 15,600.00	\$ 6,800	\$ 20,400	\$ 6,000.00	\$ 18,000.00	\$ 5,500.00	\$ 16,500.00
B-21	8-03 SP	Irrigation Service Connection 1-1/2 In. Diam.	\$ 4,479	\$ 4,479	\$ 5,700.00	\$ 5,700.00	\$ 7,200	\$ 7,200	\$ 8,000.00	\$ 8,000.00	\$ 3,800.00	\$ 3,800.00
		Sched	\$ 273,490.00		\$ 270,200.50		\$ 314,250.50		\$ 402,631.00		\$ 390,155.00	
			\$ 25,161.08		\$ 24,858.45		\$ 28,911.97		\$ 37,042.05		\$ 35,894.26	
Total Con			\$ 298,651.08		\$ 295,058.95		\$ 343,172.47		\$ 439,673.05		\$ 425,049.26	

ATTACHMENT D

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF STANWOOD, WASHINGTON AND RH2 ENGINEERING, INC. FOR ON-CALL SCADA SUPPORT AND ENGINEERING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Stanwood, Washington, a Washington State municipal corporation ("City"), and RH2 Engineering, Inc., a Washington Corporation, ("Consultant").

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with on-call professional services, on a time and materials basis, relating to the City's SCADA system and Engineering services, as more fully described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit "A"** and incorporated herein by this reference ("Scope of Services"). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant's profession.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 MINOR CHANGES IN SCOPE. The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement

shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 **TERM.** The term of this Agreement shall commence on the date this agreement is executed by all parties and shall remain in effect for three years. The parties may extend the term of this Agreement by written mutual agreement.

III.4 **NONASSIGNABLE.** The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 **EMPLOYMENT.**

a. The term "employee" or "employees" as used herein shall mean any officers, agents, or employee of the of the Consultant.

b. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise.

(Please indicate No or Yes below)

 N/A No employees supplying work have ever been retired from a Washington state retirement system.

 Yes employees supplying work have been retired from a Washington state retirement system.

In the event the Consultant indicates "no", but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney's fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for

all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

III.6 INDEMNITY.

a. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

c. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

d. **Public Records Requests.** In addition to Paragraph IV.3 b, when the City provides the Consultant with notice of a public records request per Paragraph IV. 3 b, Consultant agrees to save, hold harmless, indemnify and defend the City its officers, agents, employees and elected officials from and against all claims, lawsuits, fees, penalties and costs resulting from the consultants violation of the Public Records Act RCW 42.56, or consultant's failure to produce public records as required under the Public Records Act.

e. The provisions of this section III.6 shall survive the expiration or termination of this agreement.

III.7 INSURANCE.

a. **Insurance Term.** The Consultant shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein

b. **No Limitation.** Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

c. **Minimum Scope of Insurance - Consultant shall obtain insurance of the types described below:**

- (1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01.
- (2) Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Professional Liability insurance appropriate to the Consultant's profession.

d. **The minimum insurance limits shall be as follows:** Consultant shall maintain the following insurance limits:

- (1) Comprehensive General Liability. insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
- (2) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.
- (4) Professional Liability/Consultant's Errors and Omissions Liability. \$1,000,000 per claim and \$1,000,000 as an annual aggregate.

e. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

f. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

g. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall

furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

h. **Insurance shall be Primary - Other Insurance Provision.** The Consultant's insurance coverage shall be primary insurance as respect the City. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

j. **Failure to Maintain Insurance** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

k. **City Full Availability of Consultant Limits**
If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

l. **Subcontractors' Insurance**
The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.9 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Stanwood County Superior Court.

III.11 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

III.12 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

a. The Consultant shall be responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants: NONE.

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services, under **Exhibit "B"** Schedule of Rates and Charges, and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed One Hundred Thousand Dollars (\$100,000.00) without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit an invoice to the City for services performed in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.

c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 CITY APPROVAL. Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

a. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

b. **Public Records.** The parties agree that this Agreement and records related to the performance of the Agreement are with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the City, the City may provide the Consultant with a copy of the Records Request and the Consultant shall provide copies of any City records in Consultant's possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the Consultant will provide the City with an estimate of reasonable time needed to fulfill the records request.

ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

City of Stanwood
Shawn Smith
10220 270th Street NW
Stanwood, WA 98292

Notices to the Consultant shall be sent to the following address:

RH2 Engineering, Inc.
Bret Beaupain
4164 Meridian St., Suite 302
Bellingham, WA 98226

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the City or the Consultant to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section IV.1.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 **SEVERABILITY**

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

V.6 **NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 **FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Stanwood County, Washington.

V.10 **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

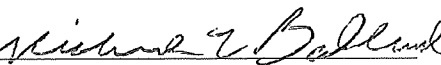
V.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this _____ day of _____, 2020.

CITY OF STANWOOD

RH2 ENGINEERING

By _____
Leonard Kelley, Mayor

By 
Richard L. Ballard, Director

Approved as to form:

Grant K. Weed, City Attorney

EXHIBIT A
Scope of Work
City of Stanwood
SCADA Modifications Program
SCADA Miscellaneous On-call Services
March 2020

Background

The City of Stanwood (City) seeks RH2 Engineering, Inc., (RH2) to provide on-call engineering and support for the City's water and sewer systems including telemetry, Supervisory Control and Data Acquisition (SCADA), Programmable Logic Controllers (PLCs), radio systems, networking hardware, and associated electronic motor control and instrumentation devices.

Task 1 – Project Management Services

Objective: Providing ongoing project management during the fulfillment of the contract.

Subtasks:

- 1.1 Maintain ongoing client communications, including phone and email correspondence.
- 1.2 Maintain monthly project budget and schedule tracking and prepare invoices.

RH2 Deliverables:

- Schedule and budget updates as needed.

Task: On-call SCADA System Services Water and Sewer Utilities

Objective: Provide technical and engineering assistance for the water and sewer utility systems.

Subtasks:

1. Provide on-call services to support the City's water and sewer systems including telemetry, Supervisory Control and Data Acquisition (SCADA), Programmable Logic Controllers (PLCs), radio systems, networking hardware, and associated electronic motor control and instrumentation devices as requested by the City.
2. Provide ongoing client communications, including phone and email correspondence.
3. Monitor project budget, work tracking and prepare invoices.

RH2 Deliverables:

- On-call SCADA system technical support.

EXHIBIT B
RH2 ENGINEERING, INC.
2020 SCHEDULE OF RATES AND CHARGES

RATE LIST	RATE	UNIT
Professional I	\$143	\$/hr
Professional II	\$159	\$/hr
Professional III	\$171	\$/hr
Professional IV	\$185	\$/hr
Professional V	\$200	\$/hr
Professional VI	\$212	\$/hr
Professional VII	\$230	\$/hr
Professional VIII	\$238	\$/hr
Professional IX	\$238	\$/hr
Control Specialist I	\$131	\$/hr
Control Specialist II	\$143	\$/hr
Control Specialist III	\$157	\$/hr
Control Specialist IV	\$169	\$/hr
Control Specialist V	\$180	\$/hr
Control Specialist VI	\$193	\$/hr
Control Specialist VII	\$208	\$/hr
Control Specialist VIII	\$216	\$/hr
Technician I	\$108	\$/hr
Technician II	\$118	\$/hr
Technician III	\$135	\$/hr
Technician IV	\$145	\$/hr
Technician V	\$158	\$/hr
Technician VI	\$174	\$/hr
Technician VII	\$189	\$/hr
Technician VIII	\$199	\$/hr
Administrative I	\$71	\$/hr
Administrative II	\$84	\$/hr
Administrative III	\$100	\$/hr
Administrative IV	\$118	\$/hr
Administrative V	\$136	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.575	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	
Additional Specialized Equipment	see attached RH2 Equipment Rental Rates	

Rates listed are adjusted annually.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8a

DATE: March 26, 2020

SUBJECT: Resolution 2020-05, Emergency Powers and Confirm Mayor Kelley's Emergency Proclamation of March 9, 2020

CONTACT PERSON: Jennifer Ferguson, City Administrator

ATTACHMENTS: A Resolution 2020-05—Emergency Powers
B Emergency Proclamation—March 9, 2020

ISSUE

The issue before the City Council is consideration and ratification of Mayor Kelley's March 9, 2020 emergency proclamation by adopting Resolution 2020-05 ratifying and authorizing emergency procurement procedures and procedures for holding public meetings that are consistent with state law while reducing the risk of exposure and spread of contagious viruses.

DISCUSSION

Rapidly evolving progress of the Novel Coronavirus COVID 19 required Mayor Kelley to proclaim an emergency on March 9, 2020 and cancel the regular City Council meeting of March 12. This action followed a series of federal, state and local emergency proclamations:

- January 31, 2020, the United States Department of Public Health and Human Services Secretary Alex Azar declared a public emergency for the novel coronavirus (COVID-19) beginning on January 27, 2020.
- February 29, 2020, Governor Jay Inslee declared a state of emergency exists in all counties in the State of Washington due to the number of confirmed cases of COVID-19 in the State.
- March 2, 2020, the Snohomish County Department of Emergency Management, Snohomish County Emergency Coordination Center, began coordinating information and resources across county government to support the Snohomish Health District in alleviating the impacts to people, property, and infrastructure, and is assessing the magnitude and long-term effects of the incident with the Snohomish Health District.

- March 4, 2020, by Health Officer's Order No. 20-056, the Snohomish County Health Officer proclaimed a countywide public health emergency for COVID-19.
- March 4, 2020, Snohomish County Executive Dave Somers signed a proclamation of emergency due to the number of confirmed cases of COVID-19 in the County, thus enabling the County government to take extraordinary measures; and

These state regional and national actions directed city officials to develop means for the City Council to meet and conduct city business with the least risk of increasing the spread of COVID 19, including on-line meeting, telephone meeting and granting emergency procurement authority.

COMMITTEE RECOMMENDATION

This was not reviewed by committee.

CITY COUNCIL OPTIONS

- a. Confirm the Emergency Proclamation and adopt Resolution 2020-05
- b. Not confirm the Emergency Proclamation or adopt Resolution 2020-05 and direct staff to address areas of concern.

RECOMMENDED ACTIONS

I MOVE TO CONFIRM MAYOR KELLEY'S EMERGENCY PROCLAMATION OF MARCH 9, 2020.

I MOVE TO ADOPT RESOLUTION 2020-05 AUTHORIZING THE USE OF EMERGENCY PROCUREMENT PROCEDURES CONSISTENT WITH STATE LAW AND TO ADOPT PROCEDURES FOR HOLDING PUBLIC MEETINGS THAT ARE CONSISTENT WITH STATE LAW WHILE REDUCING THE RISK OF EXPOSURE AND SPREAD OF CONTAGIOUS VIRUSES THROUGH SOCIAL INTERACTIONS.

ATTACHMENT A

RESOLUTION NO. 2020-05 CITY OF STANWOOD, WASHINGTON

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANWOOD, WASHINGTON, AUTHORIZING THE USE OF EMERGENCY PROCUREMENT PROCEDURES CONSISTENT WITH STATE LAW AND TO ADOPT PROCEDURES FOR HOLDING PUBLIC MEETINGS THAT ARE CONSISTENT WITH STATE LAW WHILE REDUCING THE RISK OF EXPOSURE AND SPREAD OF CONTAGIOUS VIRUSES THROUGH SOCIAL INTERACTIONS.

WHEREAS, the Revised Code of Washington (RCW) Chapter 38.52 authorizes the Mayor to exercise emergency powers; and

WHEREAS, Stanwood Municipal Code (SMC) Section 9.08.020, empowers the Mayor to proclaim a state of emergency when an incident, whether natural or man-made, requires immediate responsive action to protect life and property; and

WHEREAS, the novel coronavirus (COVID-19) is a respiratory disease that may result in serious illness or death and is easily transmissible from person to person; and

WHEREAS, on January 31, 2020, the United States Department of Public Health and Human Services Secretary Alex Azar declared a public emergency for the novel coronavirus (COVID-19) beginning on January 27, 2020; and

WHEREAS, on February 29, 2020, Governor Jay Inslee declared a state of emergency exists in all counties in the State of Washington due to the number of confirmed cases of COVID-19 in the State; and

WHEREAS, on March 2, 2020, the Snohomish County Department of Emergency Management, Snohomish County Emergency Coordination Center, began coordinating information and resources across county government to support the Snohomish Health District in alleviating the impacts to people, property, and infrastructure, and is assessing the magnitude and long-term effects of the incident with the Snohomish Health District; and

WHEREAS, on March 4, 2020, by Health Officer's Order No. 20-056, the Snohomish County Health Officer proclaimed a countywide public health emergency for COVID-19; and

WHEREAS, on March 4, 2020, Snohomish County Executive Dave Somers signed a proclamation of emergency due to the number of confirmed cases of COVID-19 in the County, thus enabling the County government to take extraordinary measures; and

WHEREAS, on March 11, 2020 Governor Jay Inslee issued an additional Emergency Proclamation ordering that all events that takes place in King, Snohomish, and Pierce counties with more than 250 people are prohibited by the state. The order applies to gatherings for social, spiritual and recreational activities. These include but are not limited to: community, civic, public, leisure, faith-based, or sporting events; parades; concerts; festivals; conventions; fundraisers and similar activities; and

WHEREAS, the health, safety and welfare of City residents, businesses, visitors and staff is of utmost importance to the City and additional future measures may be needed to protect the community; and

WHEREAS, the City may require additional assistance in the future, and a formal declaration of emergency allows additional resources to flow to the City in a timely fashion; and

WHEREAS, existing conditions related to the COVID-19 warrant the proclamation of emergency, as defined by SMC Section 9.08.020, and Revised Code of Washington (RCW) Section 38.52.010; and

WHEREAS, RCW 36.40.180, RCW 38.52.070(2), and RCW 39.04.280(3), authorize the waiver of the requirements of competitive bidding and public notice with reference to any contract relating to the City's lease or purchase of supplies, equipment, personal services or public works as defined by RCW 39.04.010, or to any contract for the selection and award of professional and/or technical consultant contracts in emergency situations;

WHEREAS, there is an emergency present which necessitates the utilization of emergency powers granted pursuant to chapter 38.52 RCW, SMC; 9.08.020, and other relevant provisions of state and federal law; and

WHEREAS, on March 9, 2020 Mayor Kelley signed an Emergency Proclamation declaring a state of emergency exists; and

WHEREAS, the Open Public Meetings Act, chapter 42.30 RCW, requires Cities to take action in an open public meeting where members of the public are able to attend such meetings without any conditions placed on attendance; and

WHEREAS, due to the multiple declarations of emergency adopted as set forth herein, the public's ability to attend public meetings must be balanced with the need to limit continued exposure, or risk of exposure, through social interaction to the COVID-19 virus;

WHEREAS, the Attorney General has issued guidance to public agencies attempting to comply with the OPMA and reducing and limiting the risk of social exposure indicating that using a remote speakerphone available at an agency meeting location (agency office or other designated physical location) where the public can attend to listen to the discussion, using a phone call- in numbers the public can use, or real time streaming of the meeting online, or GoToMeeting, or similar remote means for the public to listen to the discussion would be appropriate under existing Emergency Proclamation(s);

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STANWOOD, WASHINGTON

Section 1. That the Emergency Proclamation signed by Mayor Kelley dated March 9, 2020, which among other things waived competitive bidding requirements is hereby ratified and confirmed and all acts consistent with and prior to the adoption of this Resolution are further ratified and confirmed.

Section 2. City Staff are hereby directed to incorporate procedures for conducting public meetings that are consistent with the Open Public Meetings Act as set forth in chapter 42.30 RCW while balancing the requirement of public viewing and participation with need to limit the social interactions that could increase the risk of exposure to the COVID-19 virus. Such procedures may include using a remote speakerphone available at an agency meeting location (agency office or other designated physical location) where the public can attend to listen to the discussion, using a phone call- in numbers the public can use, or real time streaming of the meeting online, or GoToMeeting, or similar remote means for the public to listen to the discussion.

Section 3. Should the Council Rules do not allow for councilmembers to participate remotely, this Resolution formally suspends the rules and temporarily allows for such participation until the emergency situation subsides and/or an amendment to the Council Rules is formally adopted allowing for such participation.

APPROVED AND ADOPTED this ____ day of _____, 2020.

Mayor _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney Grant K. Weed



**City of Stanwood
Declaration for Citywide Emergency**

WHEREAS, the City is supporting a regional response to the COVID-19 outbreak and,

WHEREAS, there is an emergency present which necessitates activation of the City of Stanwood Emergency Operations Plan and the Snohomish County Comprehensive Emergency Management Plan and utilization of emergency powers grants pursuant to RCW 38.52; and

WHEREAS, the City recognizes the need for additional assistance and resources.

NOW THEREFORE, I, Leonard Kelley, as a result of the outbreak of COVID-19, do hereby proclaim that a State of Emergency exists within the City of Stanwood.

Designated departments are authorized under RCW 38.52.070(2) to enter into contracts and incur obligations necessary to combat such an emergency. Each designated department is authorized to exercise powers vested in this resolution, in light of demands of extreme emergency situation, without regard to time consuming procedures and formalities prescribed by law (excepting mandatory constitutional requirements).

DATED this 9th day of MARCH 2020

A handwritten signature in black ink that reads "Leonard Kelley".

**Leonard Kelley
Mayor**



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8b
DATE: March 26, 2020
SUBJECT: Affordable Housing Sales Tax Code Amendment
CONTACT PERSON: Patricia Love, Community Development Director
ATTACHMENTS: A – Draft Ordinance 1485
B – Sole Source Resolution 2020-04
C – Community Resource Center Contract

ISSUE

The issue before the City Council is the approval of three action items implementing SB 1406 authorizing the use of state sales tax for affordable housing / rental assistance programs in the City of Stanwood:

1. Adoption on a new Chapter of the Stanwood Municipal Code, Chapter 3.50, Sales and Use Tax for Affordable Housing
2. Sole Source Use Resolution
3. Community Resource Center of Stanwood Camano Contract

RECOMMENDATION

Review and discuss the draft Sales and Use Tax Code Amendment along with the associated Sole Source Resolution and implementing contract with the Community Resource Center of Stanwood Camano.

SUMMARY

In September of 2019 the City Council approved Resolution 2019-10 expressing their intent to adopt legislative action to authorize the collection of state sales as allowed by the Legislature for investments in affordable housing. As a follow up to that resolution, a new chapter of the Municipal Code has been drafted that allows for the collection of the sales tax and identifies how it may be used. To be eligible for the tax credit the ordinance must be adopted by the end of June 2020.

Key elements of the proposed ordinance include:

- Creation of new SMC Chapter 3.50 Sales and Use Tax for Affordable Housing
- Imposes a state sales tax rate of 0.0073 percent (collected out of existing sales tax; not a new tax)

- Use of the funds include:
 - Acquiring, rehabilitating, or constructing affordable housing, or
 - Providing the operations and maintenance costs of new units of affordable or supportive housing; or
 - Providing rental assistance to tenants.
- The tax is valid for 20 years
- City must provide annual reports to the Department of Commerce on how the funds were spent.

The City is proposing to use the funds for rental assistance supporting Stanwood residents. To do this, we are proposing to enter into a contract agreement with the Community Resource Center for the management and allocation of the funds.

DISCUSSION

The State of Washington is dealing with an affordable housing crisis. Housing costs are rising at staggering rates leaving a large portion of our local population unable to afford basic housing. To help address this issue the Washington State Legislature passed House Bill 1406 which “provides a new affordable housing revenue stream for those counties, cities, and towns that choose to participate. This sales tax option is actually a credit against the state sales tax rate of 6.5%, so it will not increase the tax rate for consumers.” (Association of Washington Cities)

House Bill 1406 provides a 20 year tax revenue sharing program to help fund affordable housing programs. This is not a new tax, but instead a reallocation of the state’s existing sales tax to be used for affordable housing programs such as acquiring, rehabilitating or constructing affordable housing. For cities with populations of less than 100,000 the funds can also be used for rental assistance programs.

In September of 2019, the City Council reviewed two options on how to use the funds:

1. Regional Approach: Pool our funds with the County to support housing affordability programs. Funds would be managed by the Alliance for Housing Affordability (AHA) of which the City is a current member.
2. Local Approach: The law allows cities with a population of less than 100,000 to use funds locally for “rental assistance” programs. The term “rental assistance” is not defined in chapter 82.14 RCW; however, both federal and state housing programs use the term “rental assistance” to mean providing rent, security deposits, or utility payment assistance to tenants.

Upon review of the House Bill and considering Stanwood’s housing needs, the City Council opted to participate in the revenue sharing program and use the funds locally to support rental assistance programs.

To fully implement the sales tax credit, the City is required to create a financial account dedicated to monitoring and reporting on the funds allocated to Stanwood. To do this a

new chapter of the Stanwood Municipal Code was created, Chapter 3.50 - Sales and Use Tax for Affordable Housing.

The City desires to reinvest the collected tax revenue back into the community to support city residents in need of housing assistance, however the City does not have the procedures nor a housing program in place to efficiently distribute the funds. Fortunately, HB 1406 allows cities to partner with other agencies or non-profits to provide the services on behalf of the City.

The Community Resource Center of Stanwood-Camano is the only locally operated nonprofit in the community that provides anti-poverty programs designed to relieve the effects of and address the root causes of poverty. Their Anti-Poverty Programs provides direct financial assistance to Stanwood residents and families in need of assistance to prevent discontinuation of necessary services, eviction, and other basic needs. These programs include:

- **Housing** - Financial assistance available to alleviate and avoid homelessness in the form of hotel vouchers, state park vouchers, rent and/or mortgage assistance.
- **Utility** - Financial assistance for essential utilities like water and heat. Assistance is provided in the form of vouchers and/or cash assistance.

Supporting the attached code amendment is a Sole Source Resolution declaring our intent to partner with the Community Resource Center and an associated five (5) year contract to provide rental assistance to city residents using sales tax funds collected under HB 1406.

The City Attorney has reviewed and approved all three documents.

COMPREHENSIVE PLAN CONSISTENCY

Stanwood's 2015 Comprehensive Plan states that approximately 44 percent of City households are considered cost burdened by spending more than 30% of their income on housing. As such, the City has adopted several policies that directly address housing affordability.

Housing Element of the 2015 Comprehensive Plan: Choice and Affordability Goal

HG-1 - To provide fair and equal access to housing for all persons regardless of race, color, religion, gender, sexual orientation, age, national origin, family status, source of income or disability.

Policies

- HP-1.1* Encourage the use of affordable housing techniques and incentives to assure housing opportunities for people of all incomes, ages, and assistance needs.
- HP-1.2* Encourage housing opportunities for those with housing assistance needs through the use of available regional and federal funding programs.

- HP-1.3* Disperse small scale special needs housing throughout the residential neighborhoods. Special needs housing provides living arrangements for those with physical, mental, or emotional disabilities where appropriate.
- HP-1.6* Accept and plan for Stanwood's "fair share" of the County's affordable housing needs as determined by the Snohomish County Tomorrow planning process.

Adoption of Ordinance 1485 is consistent with the City's Comprehensive Plan as it provides a source of long term (20 years) revenue to support families in Stanwood with their housing needs.

FISCAL IMPACT

Funding for this effort comes out of the state's share of existing sales tax revenue, therefore it is not a new tax nor does it affect the amount of sales tax distributed to the city. The state is prioritizing the use of their portion of existing sales tax revenue to support housing affordability initiatives. The Association of Washington Cities has estimated that Stanwood is expect to receive approximately \$13,000 a year.

Funds will be distributed quarterly to the Community Resource Center based on an invoice requesting reimbursement for services provided the previous quarter. Use of the funds is limited to rental assistance services; salaries, benefits, office space, supplies or any other administrative costs are not eligible for reimbursement.

Funds will become available for use under the contract after the first full quarter collected by the City and then quarterly thereafter. This allows the City and the Community Resource Center to know the actual amount of funding available for the following quarter.

COMMITTEE RECOMMENDATION

The Community Development Committee reviewed the proposal at their February 27th special meeting and were supportive of both participating in the state sales tax revenue sharing program and using the funds locally to help with rental assistance. They recommended that the term of the contract be limited to five (5) years with the option for extensions. By requiring a review of the program every five (5) years it would give another agency or non-profit the opportunity to compete for the contract if they could provide similar or equal services.

The initial term of the proposed contract with the Community Resource Center covers a five (5) year period between April 1, 2020 and December 31, 2025. If the City finds that no other agency or non-profit can provide similar services, the term of the contract may be extended for three (3) consecutive five (5) year periods for a total of twenty (20) years. If another agency or non-profit can provide equal or better services the contract

shall be put out to public bid and the Community Resource Center of Stanwood Camano may participate in the bidding process.

CITY COUNCIL OPTIONS

1. Adopt Ordinance 1485 creating a new chapter of the Stanwood Municipal Code, Chapter 3.50, Sales and Use Tax for Affordable Housing, Resolution 2020-04 and implementing contract with the Community Resource Center.
2. Request changes to Ordinance 1485 and / or Resolution 2020-04 and direct staff to address specific Council issues or concerns prior to reconsidering the ordinance.

RECOMMENDED MOTION

“I MOVE TO APPROVE ORDINANCE 1485, AS SET FORTH IN ATTACHMENT A, CREATING A NEW CHAPTER OF THE STANWOOD MUNICIPAL CODE, CHAPTER 3.50 – SALES AND USE TAX FOR AFFORDABLE HOUSING.”

“I MOVE TO AUTHORIZE THE MAYOR TO SIGN RESOLUTION 2020-04, AS SET FORTH IN ATTACHMENT B, DECLARING THAT THE CONTRACT WITH THE COMMUNITY RESOURCE CENTER OF STANWOOD CAMANO MEETS THE CRITERIA FOR A SOLE SOURCE CONTRACT.”

“I MOVE TO AUTHORIZE THE MAYOR TO SIGN THE CONTRACT, AS SET FORTH IN ATTACHMENT C, FOR RENTAL ASSISTANCE SERVICES WITH THE COMMUNITY RESOURCE CENTER OF STANWOOD CAMANO FOR A PERIOD OF FIVE YEARS.”

CITY OF STANWOOD
WASHINGTON

ORDINANCE NO. 1485

AN ORDINANCE OF THE CITY OF STANWOOD, WASHINGTON, AMENDING CHAPTER 3.50 OF THE STANWOOD MUNICIPAL CODE ADOPTING LEGISLATION TO AUTHORIZE A SALES AND USE TAX FOR AFFORDABLE AND SUPPORTIVE HOUSING IN ACCORDANCE WITH SUBSTITUTE HOUSE BILL 1406 (CHAPTER 338, LAWS OF 2019); ESTABLISHING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, seventy-one (71) percent of the lowest income households in Washington are paying over 50 percent of their income towards rent. As such the Governor has declared that the State is facing an affordable housing crises.

WHEREAS, at current funding levels, local governments are unable to keep up with the demand for safe and affordable housing and communities need more housing resources. To help manage this crises, the state Legislature prioritized a portion of the state's existing sales tax to be used by jurisdictions to make investments in affordable housing and rental assistance.

WHEREAS, in the 2019 Regular Session, the Washington State Legislature approved, and the Governor signed, Substitute House Bill 1406, Chapter 338, Laws of 2019 commonly referred to as SHB 1406; and

WHEREAS, SHB 1406 authorizes the governing body of a city or county to use a portion of the existing state sales taxes collected for the acquisition, construction or rehabilitation of affordable housing or facilities providing supportive housing, and for the operations and maintenance costs of affordable or supportive housing, and, if eligible, for providing rental assistance to tenants; and

WHEREAS, the tax must be used to assist persons whose income is at or below sixty percent of the County's median income; and

WHEREAS, Stanwood's 2015 Comprehensive Plan states that approximately 44 percent of City households are considered cost burdened by spending more than 30% of their income on housing; and

WHEREAS, people living in cost burdened households often have to make difficult choices between paying for housing, food, and / or medical services; and

WHEREAS, twenty-three (23) percent of the City's households fall within the extremely low income range earning less than the area's median income of \$26,400 (as noted in the 2015 Comprehensive Plan); and

WHEREAS, Housing Policy HP 1.1 of the 2015 Comprehensive Plan “encourages the use of affordable housing techniques and incentives to assure housing opportunities for people of all incomes, ages, and assistance needs”; and

WHEREAS, Housing Policy HP 1.2 of the 2015 Comprehensive Plan “encourages housing opportunities for those with housing assistance needs through the use of available regional and federal funding programs”; and

WHEREAS, the City has determined that imposing the sales and use tax to address this need will benefit its residents; and

WHEREAS, in order for the City to impose the tax, the City first adopted Resolution No. 2019-10 declaring the City's intent to levy a portion of the State's sales tax for housing and rental assistance, and

WHEREAS, the City must adopt legislation authorizing the maximum capacity of the tax by July 27, 2020; and

WHEREAS, the City of Stanwood now desires to adopt legislation imposing a local sales and use tax as authorized by SHB 1406 as set forth herein.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF STANWOOD, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Tax Imposed. A new chapter of the Stanwood Municipal Code, Chapter 3.50, entitled “Sales and Use Tax for Affordable Housing” is hereby established to read in its entirety as follows:

CHAPTER 3.50

SALES AND USE TAX FOR AFFORDABLE HOUSING

Sections:

- | | |
|-----------------|---|
| 3.50.010 | Purpose of Tax |
| 3.50.015 | Imposition of Sales and Use Tax for Affordable Housing |
| 3.50.020 | Applicability of Tax |
| 3.50.025 | Administration and Collection |
| 3.50.030 | Duration of Tax |

3.50.010 Purpose of Tax

The Washington State Legislature recognizes that local governments have been faced with a rising level of homelessness and limited affordable housing. To help address the

state housing affordability crises, the legislature provided authority to counties and cities the authority to implement a local sales tax to fund affordable or supportive housing.

3.50.015 Imposition of Sales and Use Tax for Affordable Housing

- A. There is imposed a sales and use tax as authorized by Washington State Legislature Chapter 338, Laws of 2019, which shall be codified in Chapter 82.14 RCW, upon every taxable event, as defined in Chapter 82.14 RCW, occurring within the City of Stanwood.
- B. The tax shall be imposed upon and collected from those persons from whom the State sales tax or use tax is collected pursuant to Chapter 82.08 and 82.12 RCW.
- C. The rate of the tax imposed by SMC Chapter 3.50 shall be the maximum capacity of the sales and use tax (0.0073 percent authorized by SHB 1406) of the selling price or value of the article used.
- D. The tax imposed under SMC Chapter 3.50 shall be deducted from the amount of tax otherwise required to be collected or paid to the Department of Revenue under Chapter 82.08 or 82.12 RCW. The Department of Revenue will perform the collection of such taxes on behalf of the City at no cost.
- E. The Department of Revenue will calculate the maximum amount of tax distributions for the City of Stanwood based on the taxable retail sales in the City, and the tax imposed under SMC Chapter 3.50 will cease to be distributed to the City for the remainder of any State Fiscal Year in which the amount of tax exceeds the maximum amount of tax distributions for the City as properly calculated by the Department of Revenue. Distributions to the City of Stanwood that have ceased during a State Fiscal Year shall resume at the beginning of the next State Fiscal Year.

3.50.020 Applicability of Tax

- A. The City may use the moneys collected by the tax imposed under SMC Chapter 3.50 for the following purposes:
 - 1. Acquiring, rehabilitating, or constructing affordable housing, which may include new units of affordable housing within an existing structure or facilities providing supportive housing services under RCW 71.24.385; or
 - 2. Providing the operations and maintenance costs of new units of affordable or supportive housing; or
 - 3. Providing rental assistance to tenants.
- B. The housing and services provided under SMC Chapter 3.50 may only be provided to persons whose income is at or below 60 percent of the median income of the City.

3.50.025 Administration and Collection

The administration and collection of the tax imposed by SMC Chapter 3.50 shall be in accordance with the provisions of Washington State Legislature Chapter 338, Laws of 2019, which shall be codified in Chapter 82.14 RCW. The Mayor, with approval by the City Council, is hereby authorized to and directed to execute and sign contracts with the Washington State Department of Revenue that may be necessary to provide for the administration or collection of the tax.

3.50.030 Duration of Tax

- A. The tax imposed by the City under SMC Chapter 3.50 will expire 20 years after the date on which the tax is first imposed.
- B. The Finance Director shall provide notice to the City Council and the Mayor of the expiration date of the tax each year beginning three years before the expiration date, and shall also promptly notify the City Council and the Mayor of any changes to the expiration date.
- C. The Finance Director must report annually to the Washington State Department of Commerce, in accordance with the Department's rules, on the collection and use of the revenue from the tax imposed under SMC Chapter 3.50.

Section 2. Findings of Fact and Conclusions. In support of the amendment approved in this Ordinance the Stanwood City Council adopts the Findings of Fact and Conclusions attached hereto as Exhibit "A" and incorporated herein by reference and the analysis contained in the Staff Report on the amendments.

Section 3. Severability. The various parts, sections and clauses of this ordinance are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

Section 4. Authority to Make Necessary Corrections. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's clerical errors, references, ordinance numbers, section/subsection numbers and any references thereto.

Section 5. Conflict. In the event that there is a conflict between the provision of this Ordinance and any other City ordinance, the provision of this Ordinance shall control.

Section 6. Effective Date. This Ordinance shall take effect from and after five (5) days after its passage and publication as required by law.

PASSED AND APPROVED by the Stanwood City Council this 26th day of March 2020.

CITY OF STANWOOD

Leonard Kelley, Mayor

ATTEST:

By: _____

David Hammond, City Clerk

APPROVED AS TO FORM:

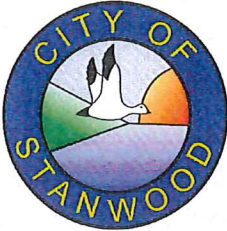
By: _____

Grant Weed, City Attorney

Date of Publication: _____

Effective Date: _____

Exhibit A
Findings of Fact and Conclusions



City of Stanwood, Washington
Findings of Fact and Conclusions of Law

Stanwood City Council
Sales and Use Tax for Affordable Housing Code Amendment

A. GENERAL INFORMATION

File Number(s): Code Amendment 2019-0467

Project Summary: Sales and Use Tax Code Amendment

Applicant: City of Stanwood

Location: The code amendment applies city wide.

Public Meeting: March 26, 2020

Location: Virtual On-Line Meeting Due to State and Federal Coronavirus Restrictions

Staff Contact: Patricia Love, Community Development Director

B. BACKGROUND AND DESCRIPTION OF PROPOSAL

The State of Washington is dealing with an affordable housing crisis. Housing costs are rising at staggering rates leaving a large portion of our local population unable to afford basic housing. To help address this issue the Washington State Legislature passed House Bill 1406 which "provides a new affordable housing revenue stream for those counties, cities, and towns that choose to participate. This sales tax option is actually a credit against the state sales tax rate of 6.5%, so it will not increase the tax rate for consumers." (Association of Washington Cities)

House Bill 1406 provides a 20 year tax revenue sharing program to help fund affordable housing programs. This is not a new tax, but instead a reallocation of the state's existing sales tax to be used for affordable housing programs such as acquiring, rehabilitating or

constructing affordable housing. For cities with populations of less than 100,000 the funds can also be used for rental assistance programs.

In September of 2019 the City Council approved Resolution 2019-10 expressing their intent to adopt legislative action to authorize the collection of state sales as allowed by the Legislature for investments in affordable housing. As a follow up to that resolution, a new chapter of the Municipal Code has been drafted that allows for the collection of the sales tax and identifies how it may be used. To be eligible for the tax credit the ordinance must be adopted by the end of June 2020.

Key elements of the proposed ordinance include:

- Creation of new SMC Chapter 3.50 Sales and Use Tax for Affordable Housing
- Imposes a state sales tax rate of 0.0073 percent (collected out of existing sales tax; not a new tax)
- Use of the funds include:
 - Acquiring, rehabilitating, or constructing affordable housing, or
 - Providing the operations and maintenance costs of new units of affordable or supportive housing; or
 - Providing rental assistance to tenants.
- The tax is valid for 20 years
- City must provide annual reports to the Department of Commerce on how the funds were spent.

C. COMPLIANCE WITH THE COMPREHENSIVE PLAN

Stanwood's 2015 Comprehensive Plan states that approximately 44 percent of City households are considered cost burdened by spending more than 30% of their income on housing. As such, the City has adopted several policies that directly address housing affordability.

Housing Element of the 2015 Comprehensive Plan: Choice and Affordability

Goal

HG-1 - To provide fair and equal access to housing for all persons regardless of race, color, religion, gender, sexual orientation, age, national origin, family status, source of income or disability.

Policies

HP-1.1 Encourage the use of affordable housing techniques and incentives to assure housing opportunities for people of all incomes, ages, and assistance needs.

HP-1.2 Encourage housing opportunities for those with housing assistance needs through the use of available regional and federal funding programs.

HP-1.3 Disperse small scale special needs housing throughout the residential neighborhoods. Special needs housing provides living arrangements for those with

physical, mental, or emotional disabilities where appropriate.

HP-1.6 Accept and plan for Stanwood's "fair share" of the County's affordable housing needs as determined by the Snohomish County Tomorrow planning process.

Adoption of Ordinance 1485 is consistent with the City's Comprehensive Plan as it provides a source of long term (20 years) revenue to support families in Stanwood with their housing needs.

D. FINDINGS OF FACT

1. Seventy-one (71) percent of the lowest income households in Washington are paying over 50 percent of their income towards rent. As such the Governor has declared that the State is facing an affordable housing crises.
2. At current funding levels, local governments are unable to keep up with the demand for safe and affordable housing and communities need more housing resources. To help manage this crises, the state Legislature prioritized a portion of the state's existing sales tax to be used by jurisdictions to make investments in affordable housing and rental assistance.
3. In the 2019 Regular Session, the Washington State Legislature approved, and the Governor signed, Substitute House Bill 1406, Chapter 338, Laws of 2019 commonly referred to as SHB 1406.
4. SHB 1406 authorizes the governing body of a city or county to use a portion of the existing state sales taxes collected for the acquisition, construction or rehabilitation of affordable housing or facilities providing supportive housing, and for the operations and maintenance costs of affordable or supportive housing, and, if eligible, for providing rental assistance to tenants.
5. The tax must be used to assist persons whose income is at or below sixty percent of the County's median income.
6. Stanwood's 2015 Comprehensive Plan states that approximately 44 percent of City households are considered cost burdened by spending more than 30% of their income on housing.
7. People living in cost burdened households often have to make difficult choices between paying for housing, food, and / or medical services.
8. Twenty-three (23) percent of the City's households fall within the extremely low income range earning less than the area's median income of \$26,400 (as noted in the 2015 Comprehensive Plan).

9. Housing Policy HP 1.1 of the 2015 Comprehensive Plan “encourages the use of affordable housing techniques and incentives to assure housing opportunities for people of all incomes, ages, and assistance needs”.
10. Housing Policy HP 1.2 of the 2015 Comprehensive Plan “encourages housing opportunities for those with housing assistance needs through the use of available regional and federal funding programs”.
11. The City has determined that imposing the sales and use tax to address this need will benefit its residents.
12. In order for the City to impose the tax, the City first adopted Resolution No. 2019-10 declaring the City's intent to levy a portion of the State's sales tax for housing and rental assistance.
13. The City must adopt legislation authorizing the maximum capacity of the tax by July 27, 2020.
14. The City of Stanwood now desires to adopt legislation imposing a local sales and use tax as authorized by SHB 1406 as set forth herein.
15. A new chapter of the Municipal Code, Chapter 3.50, Sales and Use Tax for Affordable Housing, has been drafted that allows for the collection of the sales tax and identifies how it may be used.
16. Key elements of the proposed ordinance include:
 - Creation of new SMC Chapter 3.50 Sales and Use Tax for Affordable Housing
 - Imposes a state sales tax rate of 0.0073 percent (collected out of existing sales tax; not a new tax)
 - Use of the funds include:
 - Acquiring, rehabilitating, or constructing affordable housing, or
 - Providing the operations and maintenance costs of new units of affordable or supportive housing; or
 - Providing rental assistance to tenants.
 - The tax is valid for 20 years
 - City must provide annual reports to the Department of Commerce on how the funds were spent.
17. The proposed code amendment is not a “development regulation” as defined as RCW 36.70A.030(7) and is therefore exempt from State of Washington Department of Commerce noticing requirements.
18. The proposed code change is procedural in nature and contains no substantive changes to development standards or the environment therefore a State

Environmental Policy Act (SEPA) Exemption was issued on the proposed amendment on February 11, 2020.

19. Staff prepared a report summarizing the proposed code amendment. This report is part of the public record and was presented to the City Council at the public meeting on March 26, 2020 for their consideration.

E. CONCLUSIONS OF LAW

1. The City Council of Stanwood has authority under RCW Title 35A, to adopt plans and regulations related to development and operations within the City of Stanwood.
2. The proposal is consistent with the Comprehensive Plan and meets the requirements and intent of the Plan, including the Housing Element of the 2015 Comprehensive Plan.
3. The City Council has determined that it is in the best interest of the City to participate in the Sales Tax Sharing Program to support rental assistance and affordable housing programs in the City of Stanwood.
4. After considering staff comments and public testimony the Stanwood City Council determined the draft code amendment is consistent with the Comprehensive Plan and should be adopted.

Now therefore the City Council of the City of Stanwood hereby **ADOPTS** the Findings of Fact and Conclusions of Law contained herein.

Dated this 26^h date of March 2020.

Leonard Kelley, Mayor
City of Stanwood

**CITY OF STANWOOD
Stanwood, Washington**

RESOLUTION NO. 2020-04

A RESOLUTION OF THE CITY OF STANWOOD, WASHINGTON, TO APPROVE A SOLE SOURCE PROCUREMENT AND WAIVER OF FORMAL BIDDING REQUIREMENTS ALLOWING THE CITY TO ENTER INTO A CONTRACT WITH THE COMMUNITY RESOURCE CENTER OF STANWOOD CAMANO FOR THE PURPOSE OF PROVIDING RENTAL ASSISTANCE SUPPORT PROGRAMS TO STANWOOD RESIDENTS CONSISTENT WITH WASHINGTON STATE SUBSTITUTE HOUSE BILL 1406, CHAPTER 338, LAWS OF 2019.

WHEREAS, during the 2019 Regular Legislative Session, the Washington State Legislature approved, and the Governor signed, Substitute House Bill 1406, Chapter 338, Laws of 2019 commonly referred to as SHB 1406; and

WHEREAS, SHB 1406 authorizes the governing body of a city or county to use a portion of the existing state sales taxes collected for affordable housing projects and if eligible for rental assistance programs; and

WHEREAS, the tax must be used to assist persons whose income is at or below sixty percent of the County's median income; and

WHEREAS, to obtain the City's share of sales tax revenue, the state requires that an authorizing resolution of intent to participate in the tax credit program be adopted, followed by an implementing ordinance. The City of Stanwood adopted Resolution 2019-10, Affordable Housing Tax on September 12, 2019 and then follow up with an ordinance to levy the tax credit on March 26, 2020; and

WHEREAS, the law allows cities with a population of less than 100,000 to use funds locally for "rental assistance" programs. The term "rental assistance" is not defined in chapter 82.14 RCW; however, both federal and state housing programs use the term "rental assistance" to mean providing rent, security deposits, or utility payment assistance to tenants; and

WHEREAS, the City desires to reinvest the collected tax revenue back into the community to support city residents in need of housing assistance; and

WHEREAS, Stanwood's 2015 Comprehensive Plan states that approximately 44 percent of City households are considered cost burdened by spending more than 30% of their income on housing; and

WHEREAS, the Community Resource Center of Stanwood-Camano is a 501c(3) (EIN # 91-1833161) nonprofit whose mission is to administer and cultivate programs that foster a healthy community; and

WHEREAS, the Community Resources Foundation was founded in 1997 as a nonprofit community service organization to take over the management of the Stanwood Camano Community Resource Center. The Community Resource Center was originally opened in 1992 under the temporary management of Deaconess Children's Services; and

WHEREAS, the Community Resource Center of Stanwood-Camano is the only locally operated nonprofit in the community that provides anti-poverty programs designed to relieve the effects of and address the root causes of poverty; and

WHEREAS, their Anti-Poverty Programs provides direct financial assistance to Stanwood residents and families in need of assistance to prevent discontinuation of necessary services, eviction, and other basic needs. These programs include:

- Housing - Financial assistance available to alleviate and avoid homelessness in the form of hotel vouchers, state park vouchers, rent and/or mortgage assistance
- Utility - Financial assistance for essential utilities like water and heat. Assistance is provided in the form of vouchers and/or cash assistance; and

WHEREAS, SHB 1406 requires monitoring and reporting on how funds collected from the sales tax revenue are used and distributed within the community. The City of Stanwood does not have the procedures nor a housing program in place to efficiently distribute the funds; and

WHEREAS, the Community Resource Center of Stanwood – Camano has the staffing resources and experience to managing housing grant funds. They have two on-going contracts with Snohomish County and Island County to provide housing assistance programs.

- Island County Human Services Contract HS-09-19 to provide rental subsidies for Camano Households at or below 50% Area Median Income (AMI) living in Island County who are at risk of becoming homeless.
- Snohomish County Human Services Contract [HCS-20-75-01-029] to provide family support operations and programming; and

WHEREAS, the Community Resource Center of Stanwood – Camano has the staffing resources and experience to provide quarterly and annual reports as well as expenditure reports in accordance with standard accounting practices and governmental requirements; and

WHEREAS, the Community Resource Center of Stanwood – Camano also has procedures and protocols in place to screen, evaluate, and confirm need based on the applicants AML which includes: using local county level data informing AML and requiring proof of income (paystub, SSI/DSHS award letters, bank statement, etc.) to confirm eligibility. Landlords are also required to submit a W-9 for verification and record monitoring; and

WHEREAS, The City of Stanwood wishes to partner with the Community Resource Center to provide rental assistance services to the residents of Stanwood for the following reasons:

- They have the systems and protocols in place to manage a Stanwood specific program geared to providing services to the local community;
- They have the staffing resources and experience needed to effectively run and efficiently distribute the funds
- They have experience managing governmental contracts which includes program monitoring and reporting, billing, and insurance coverage.
- In February 2020 they received certification approved by Snohomish County Human Services Department and the Community Foundation of Snohomish County for their work operating as a hub providing a range of support services, access to basic needs and opportunities to develop new skills, with an emphasis on multi-generational support services aiding residents of all ages and backgrounds.
- In late December 2019 they added a new mentoring program that will engage families after crisis to take the next step to self-sufficiency and ending the cycle of poverty.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF STANWOOD, WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Based upon the preceding legislative findings cited above, the City Council hereby declares that the contract with the Community Resource Center of Stanwood Camano is clearly and legitimately limited to a single source to provide poverty and rental assistance services to the residents of Stanwood.

Section 2. Based upon the preceding legislative findings and pursuant to RCW 35.23.352(9) competitive bidding exemptions and RCW 39.04.280(1)(a) sole source, RCW 39.04.280(1)(b), and RCW 39.04.270, the competitive bidding requirements for the City are hereby waived and the Mayor is authorized to execute a contract with the Community Resource Center of Stanwood Camano

to provide rental assistance services to city residents on the behalf of the City of Stanwood.

Section 3. This Resolution shall be valid for five (5) years upon signature of the attached contract (Exhibit A) by the Mayor of the City of Stanwood.

Section 4. Prior to expiration of this Resolution and the attached contract, the term of these agreements may be extended for three (3) consecutive five (5) year periods for a total of twenty years if the City finds that the Community Resource Center of Stanwood Camano remains the only agency or non-profit that can provide specialized rental assistance to Stanwood residents which includes meeting all of the state required monitoring and reporting requirements. If the City finds that others can provide similar services, then the contract shall be put out to bid according standard city practices.

PASSED AND APPROVED by the City Council of the City of Stanwood this 26th day of March, 2020.

CITY OF STANWOOD

By: _____
Leonard Kelley, Mayor

ATTEST:

By _____
David Hammond, City Clerk

Exhibit A
Resolution 2020-04
Contract with the Community Resource Center of Stanwood Camano
Provision of Rental Assistance Services on the Behalf of the City of Stanwood

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF STANWOOD WASHINGTON
AND COMMUNITY RESOURCE CENTER OF STANWOOD CAMANO
FOR CONSULTANT SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Stanwood, Washington, a Washington State municipal corporation ("City"), and the Community Resource Center of Stanwood Camano, a Washington _501c(3) Non-Profit Foundation ("Consultant").

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to partner with the Community Resource Center of Stanwood Camano to provide rental assistance support programs to Stanwood residents consistent with Washington State Substitute House Bill 1406, Chapter 338, Laws of 2019. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit "A"** and incorporated herein by this reference ("Scope of Services"). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant's profession.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 MINOR CHANGES IN SCOPE. The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 **TERM.** The term of this Agreement shall commence on April 1, 2020 and shall terminate at midnight, December 31, 2025. The parties may extend the term of this Agreement by written mutual agreement.

III.4 **NONASSIGNABLE.** The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 **EMPLOYMENT.**

a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employee of the of the Consultant.

b. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below)*

 x No employees supplying work have ever been retired from a Washington state retirement system.

 Yes employees supplying work have been retired from a Washington state retirement system.

In the event the Consultant indicates “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney’s fees incurred in defending the claim of the

Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

III.6 INDEMNITY.

a. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

c. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

d. **Public Records Requests.**
In addition to Paragraph IV.3 b, when the City provides the Consultant with notice of a public records request per Paragraph IV. 3 b, Consultant agrees to save, hold harmless, indemnify and defend the City its officers, agents, employees and elected officials from and against all claims, lawsuits, fees, penalties and costs resulting from the consultants violation of the Public Records Act RCW 42.56, or consultant's failure to produce public records as required under the Public Records Act.

e. The provisions of this section III.6 shall survive the expiration or termination of this agreement.

III.7 INSURANCE.

a. **Insurance Term**
The Consultant shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein

b. **No Limitation**
Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

c. **Minimum Scope of Insurance - Consultant shall obtain insurance of the types described below:**

- (1). Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01
- (2). Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
- (3). Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4). Professional Liability insurance appropriate to the Consultant's profession.

d. **The minimum insurance limits shall be as follows:**
Consultant shall maintain the following insurance limits:

- (1) Comprehensive General Liability. Insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
- (2) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.
- (4) Professional Liability/Consultant's Errors and Omissions Liability. \$1,000,000 per claim and \$1,000,000 as an annual aggregate.

e. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

f. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

g. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

h. **Insurance shall be Primary - Other Insurance Provision.** The Consultant's insurance coverage shall be primary insurance as respect the City. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

j. **Failure to Maintain Insurance** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

k. **Public Entity Full Availability of Consultant Limits**
If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

l. **Subcontractors' Insurance**
The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates

of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.9 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.11 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

III.12 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 **CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.14 **SUBCONTRACTORS/SUBCONSULTANTS.**

a. The Consultant shall be responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit _____:

None

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 **PAYMENTS.**

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed the City's yearly share of the sales tax revenue generated by the Affordable Housing Tax Credit authorized by Substitute House Bill 1406 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.

c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 **CITY APPROVAL.** Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of

Services and City requirements.

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

a. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

b. Public Records

The parties agree that this Agreement and records related to the performance of the Agreement are with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the City, the City may provide the Consultant with a copy of the Records Request and the Consultant shall provide copies of any City records in Consultant's possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the Consultant will provide the City with an estimate of reasonable time needed to fulfill the records request.

ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

**City Administrator
City of Stanwood
10220 270th Street NW
Stanwood, WA 98092
360-629-2181**

Notices to the Consultant shall be sent to the following address:

**Executive Director
Community Resource Center of Stanwood Camano
PO Box 935
9612 271st Street NW
Stanwood, WA 98292**

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section IV.1.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 **SEVERABILITY**

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

V.6 **NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 **FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

V.10 **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this _____ day of _____, 2020.

CITY OF STANWOOD	COMMUNITY RESOURCE CENTER OF
	STANWOOD CAMANO

By _____	By _____
Leonard Kelley, Mayor	Joanna Dobbs, Executive Director

Approved as to form:

Grant K. Weed, City Attorney

Exhibit A
Scope of Services
Community Resource Center of Stanwood Camano

I. Introduction and Intent

During the 2019 Regular Legislative Session, the Washington State Legislature approved, and the Governor signed, Substitute House Bill 1406, Chapter 338, Laws of 2019 commonly referred to as SHB 1406. SHB 1406 authorizes the governing body of a city or county to use a portion of the existing state sales taxes collected for affordable housing projects and if eligible for rental assistance programs.

The City desires to reinvest the collected tax revenue back into the community to support city residents in need of housing assistance by partnering with the Community Resource Center of Stanwood Camano through their anti-poverty program designed to relieve the effects of and address the root causes of poverty.

The purpose of this Agreement is to partner with the Community Resource Center who will act as an agent of the City of Stanwood for the purpose of distributing funds collected under the Affordable Housing Tax Credit Program implemented by Stanwood Municipal Code, Chapter 3.50, Sales and Use Tax for Affordable Housing. Funds shall be used for the sole purpose of providing direct financial assistance to Stanwood residents and families in need of rental assistance.

Funds distributed to the Community Resource Center may only be applied to their Anti-Poverty Program to provide rental assistance as follows:

- **Housing** – Financial assistance to support rent and/or mortgage assistance.
- **Utility** - Financial assistance for essential utilities like water and heat.

II. Scope of Services

The Consultant shall manage and administer the funds collected under the Affordable Housing Tax Credit Program implemented by Stanwood Municipal Code, Chapter 3.50, Sales and Use Tax for Affordable Housing.

- a. Location Restriction: Rental assistance funds provided under this contract may only be distributed to residents living within the jurisdictional city limits of Stanwood.
- b. Eligibility: Rental assistance funds may only be distributed to those households that are at or below 60% of the median income of the Snohomish County. The Consultant shall provide the City with copies of their procedures and protocols in place to screen, evaluate, and confirm need based on the applicants AMI which includes: using local county level data informing AMI and requiring proof of income

- (paystub, SSI/DSHS award letters, bank statement, etc.) to confirm eligibility. Landlords are also required to submit a W-9 for verification and record monitoring.
- c. Reporting: The Consultant shall provide the resources and experienced staff needed to monitor and prepare both quarterly and annual expenditure reports in accordance with standard accounting practices required by the Washington State Department of Commerce. Information reported shall include, but not be limited to: amount of funds received and expended, number of clients served, average income of those served, general location of those served, and amounts provided to each client.
 - d. Distribution of Funds: Funds shall be distributed to as many clients as possible in any one year. The consultant shall strive to limit assistance to less than \$500.00 per request and limit the number of repeat requests to two. To ensure that the funds are used per this Agreement, payments shall be made directly to the landlord on behalf of the individual or families.
 - e. Annual Report to City Council: The consultant shall present a yearly executive summary report to the Stanwood City Council detailing the needs in the community and how the funds were used to help alleviate that need. The time and date for presentation of that report to the City Council shall be determined by mutual agreement between the City and the Consultant.

III. Reporting Requirements

The Consultant shall collect data on clients who receive funds provided under this program and share that data with the City of Stanwood. Reports shall be submitted to the City of Stanwood as follows:

Report Type	Due Date Per Year
Quarterly Reports:	
• First Quarter	Third Monday of April
• Second Quarter	Third Monday of July
• Third Quarter	Third Monday of November
• Fourth Quarter	Third Monday of January
Annual Report	January 31 or Last Working Day of the Month
Yearly City Council Presentation	As Determined by Mutual Agreement

The Consultant shall provide two paper copies and one electronic copy of the quarterly and annual reports. Reports shall be submitted to the City of Stanwood, Attention City Administrator at Stanwood City Hall.

IV. Invoices

The City agrees to make quarterly reimbursement payments to the Consultant for services provided in accordance with this Agreement within 30 calendar days of receipt of an invoice and the associated quarterly report. No payment shall be made

in the month during which services are delivered unless otherwise approved by the City.

Funds shall become available for use under the contract after the first full quarter collected by the City and quarterly thereafter. This allows the City and the Consultant to know how much funds will be available for the following quarter.

The Consultant shall only submit reimbursement invoices for funds provided directly to clients for rental assistance. Salaries, benefits, office space, supplies or any administration of this contract are not eligible for reimbursement.

V. TERM

SHB 1406 authorizes the use of a portion of the existing state sales taxes collected for affordable housing projects and if eligible for rental assistance programs for 20 years. This contract however covers a five (5) year period covering the period between April 1, 2020 and December 31, 2025.

Prior to expiration of this contract and if the City finds that no other agency or non-profit can provide similar services, the term of this contract may be extended for three (3) consecutive five (5) year periods for a total of twenty (20) years. If another agency or non-profit can provide equal or better services the contract shall be put out to public bid and the Community Resource Center of Stanwood Camano may participate in the bidding process.

VI. Contract Amount

The amount of money the City receives per year to fund this program will vary based on consumer spending as the account is funded by sales tax revenue. Due to the unknown nature of the funding, the amount distributed under this contract shall not exceed the City's quarterly and yearly share of the sales tax revenue generated by the Affordable Housing Tax Credit authorized by Substitute House Bill 1406.

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