

**SULTAN CITY COUNCIL  
AGENDA ITEM COVER SHEET**

---

**ITEM NO:** C-10  
**DATE:** November 8, 2007  
**SUBJECT:** Extension of Lawrence's Construction Services Contract  
**CONTACT PERSON:** Rick Cisar, Director of Community Development  
Jon Stack, P.E., City Engineer

**ISSUE:**

Authorize the Mayor to execute the Second Addendum to Lawrence's Construction Services contract with a maximum budget amount of \$110,000.

**SUMMARY:**

The issue before the City Council is to consider extending the current construction observation and record keeping services provided by Lawrence's Construction Services.

Wayne Lawrence has provided knowledgeable professional services to the City for the past year and a half. His participation in the construction process has provided a superior finished product to the many additions to the City's systems.

**STAFF RECOMMENDATION:**

The staff recommendation is to approve the second addendum to the original July 20, 2006, contract.

In many jurisdictions a construction observer is provided by a consulting engineer. Today's cost for consultant provided observer is \$100 to \$110 per hour. Staff has knowledge of one other observer that contracts directly for these services and his current rate is \$65 per hour. The City is fortunate to be able to extend the Lawrence contract at \$55 per hour. Staff recommendation is to extend these needed construction observation and record keeping services.

**FISCAL IMPACT:**

Funding for the construction observation services is back-charged to and collected from the Developers of the various plat improvements that are underway.

Only \$1,186.34 of the \$60,000 approved for Lawrence's service for assistance in completing the Inflow and Infiltration Study has been spent to date and the remaining \$58,813.66 is carried forward and made part of this Second Addendum.

Wayne Lawrence has assisted in installing the sewer flow recorders which are in place in the sanitary sewer system and has inspected a portion of the existing sewer manholes. Mr. Lawrence's time on the Inflow and Infiltration project is included in the proposed 2008 Capital Budget.

**RECOMMENDED MOTION :**

I move to authorize the Mayor to execute the Second Addendum to Lawrence's Construction Services contract with a maximum budget amount of \$110,000.

**ATTACHMENTS:**

- A. Second Addendum
- B. Exhibit A – Service Rates
- C. Original Contract and First Addendum

**COUNCIL ACTION:**

**DATE:**

**SECOND ADDENDUM  
BY AND BETWEEN THE CITY OF SULTAN AND  
LAWRENCE'S CONSTRUCTION SERVICES**

**THIS Second ADDENDUM** is made by and between the City of Sultan (hereinafter referred to as "City"), a Washington Municipal corporation, and Lawrence's Construction Services (hereinafter referred to as "Service Provider") collectively the "Parties".

**WHEREAS**, on July 20, 2006, the Parties entered into that certain Agreement for Services ("Agreement") for the provision of construction observation and record keeping; and

**WHEREAS**, the Service Provider has successfully completed the assigned tasks; and

**WHEREAS**, the City desires to extend the services to include existing plat developments, new plat developments and City sponsored projects, that are in the process of being approved through the City's administrative process; and

**WHEREAS**, the City desires the Service Provider to continue services in conjunction with a planned Inflow and Infiltration Study; **NOW THEREFORE**,

**IN CONSIDERATION OF** the mutual promises, terms and conditions set forth in the Agreement and contained herein, the Parties hereby agree as follows:

**Section 1. Amendment Project Title** of the Agreement. Project Title of the Agreement is hereby revised to provide in its entirety as follows:

Construction observation and record keeping for the following known projects: AJ's Condos, Denali Ridge, Hammer PUD, Green Plat, Twin Rivers, Vodnick Lane, Skoglund Estates, George Six-Plex, Cascade Breeze, Timber Ridge, and various other developments that may occur within the time of this agreement; inspection of the City's existing sanitary sewer system, including manholes and pipelines and assistance in installing and retrieving flow recording devices, general assistance in the preparation of a I&I study; construction observation of City sponsored improvements projects; assistance to the City in other areas as approved by the City Engineer.

**Section 2. Amendment of the time of service:**

The time of service for this agreement will be in effect from October 14, 2007 through December 31, 2008.

**Section 3. Amendment of Maximum Payable:**

The maximum payable under this extended agreement shall be \$110,000. See attached Exhibit A for revised rates.

**Section 4. Effect of Addendum.** This 2nd Addendum is in addition to the Agreement. Except as otherwise provided herein, the provisions of this 2nd Addendum modify, but do not supersede the provisions of the Agreement. Except as otherwise provided herein, each provision of the Agreement shall continue in full force and effect as if this 2nd Addendum did not exist. Except as otherwise provided herein, capitalized words and phrases shall have the meanings ascribed to them in the Agreement.

**IN WITNESS WHEREOF**, the parties have caused this Addendum to be signed and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**CITY OF SULTAN:**

**CONTRACTOR:**

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

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Taxpayer ID #: \_\_\_\_\_

**ATTEST/AUTHENTICATED:**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Office of the City Attorney

**EXHIBIT A**

**LAWRENCE'S CONSTRUCTION SERVICES, LLC**

24390 NE Redmond-Fall City Road  
Redmond, WA 98053

2007-2008 Observation Rates

Regular Hourly Rate:	\$55.00/hour
Holiday Hourly Rate:	\$82.50/hour
Overtime Hourly Rate (over 8 hours/day):	\$82.50/hour
Mileage Reimbursement:	Rate allowed under the current IRS ruling.

LAWRENCE'S,LLC

\_\_\_\_\_  
(Initial) (Date)

CITY OF SULTAN

\_\_\_\_\_  
(Initial) (Date)

**FIRST ADDENDUM  
BY AND BETWEEN THE CITY OF SULTAN AND  
LAWRENCE'S CONSTRUCTION SERVICES**

**THIS First ADDENDUM** is made by and between the City of Sultan (hereinafter referred to as "City"), a Washington Municipal corporation, and Lawrence's Construction Services (hereinafter referred to as "Service Provider") collectively the "Parties".

**WHEREAS**, on July 20, 2006, the Parties entered into that certain Agreement for Services ("Agreement") for the provision of construction observation and record keeping; and

**WHEREAS**, the Service Provider has successfully completed the assigned tasks; and

**WHEREAS**, the City desires to extend the services to include existing plat developments and new plat developments that are in the process of being approved through the City's administrative process; and

**WHEREAS**, the City desires the Service Provider to provide services in conjunction with a planned Inflow and Infiltration Study; **NOW THEREFORE**,

**IN CONSIDERATION OF** the mutual promises, terms and conditions set forth in the Agreement and contained herein, the Parties hereby agree as follows:

**Section 1. Amendment Project Title** of the Agreement. Project Title of the Agreement is hereby revised to provide in its entirety as follows:

Construction observation and record keeping for the following known projects: AJ's Condos, Denali Ridge, Twin Rivers, Vodnick Lane, Skoglund Estates, George Six-Plex, Cascade Breeze, Timber Ridge, and various other developments that may occur within the time of this agreement; inspection of the City's existing sanitary sewer system, including manholes and pipelines and assistance in installing and retrieving flow recording devices, general assistance in the preparation of a I&I study; assistance to the City in other areas as approved by the City Engineer.

**Section 2. Amendment of the time of service:**

The time of service for this agreement will be in effect from January 16, 2007 through October 13, 2007.

**Section 3. Amendment of Maximum Payable:**

The maximum payable under this extended agreement shall be \$80,000.

**Section 4. Effect of Addendum.** This 1st Addendum is in addition to the Agreement. Except as otherwise provided herein, the provisions of this 1<sup>st</sup> Addendum modify, but do not supersede the provisions of the Agreement. Except as otherwise provided herein, each provision of the Agreement shall continue in full force and effect as if this 1<sup>st</sup> Addendum did not exist. Except as otherwise provided herein, capitalized words and phrases shall have the meanings ascribed to them in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Addendum to be signed and executed this 22nd day of February, 2007.

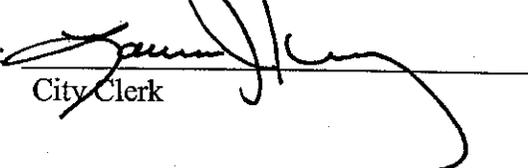
**CITY OF SULTAN:**

By:   
Mayor

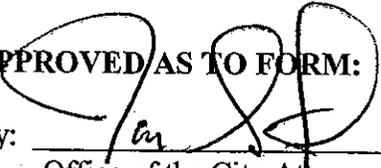
**CONTRACTOR:**

By:   
Title: President  
Taxpayer ID #: \_\_\_\_\_

**ATTEST/AUTHENTICATED:**

By:   
City Clerk

**APPROVED AS TO FORM:**

By:   
Office of the City Attorney



# CITY OF SULTAN ON-CALL CONSULTANT AGREEMENT

<p><b>PROJECT TITLE</b></p> <p><b>Construction observation for the following known projects:</b></p> <p>AJ's Condos, Steen Park, Denali Ridge, Twin Rivers, Vodnick Lane, Skoglund Estates, Timber Ridge, and other projects as they are approved by the City.</p>	<p><b>SERVICES DESCRIPTION</b></p> <p>CONSULTANT to provide the following services: <b>Construction observation and record keeping for various civil improvements installed for new plats and city improvements. Specific duties are to ensure that improvements being installed by various private contractors meet City of Sultan adopted standards and/or standards of common practice. Construction records shall be kept and provided as part of the "as-constructed" permanent records required by the City. The City reserves the right to add additional minor services during the life of this contract.</b></p>
<p><b>CONSULTANT</b> Lawrence's Construction Services, LLC</p>	<p><b>CONSULTANT ADDRESS</b> 24390 NE Redmond-Fall City Road Redmond, WA 98053</p>
<p><b>FEDERAL I.D. NO.</b> 20-1371686</p>	
<p><b>MAXIMUM AMOUNT PAYABLE</b> \$50,000.00</p>	<p><b>COMPLETION DATE</b> 180 calendar days after notice to proceed</p>

THIS AGREEMENT, made and entered into this 20th day of July, 2006, between the City of Sultan, Washington, hereinafter called "SULTAN" and LAWRENCE'S CONSTRUCTION SERVICES, LLC, hereinafter called "CONSULTANT".

**WITNESSETH THAT:**

WHEREAS, SULTAN is experiencing substantial population growth through additional plats being added within the City; and

WHEREAS, SULTAN is responsible to ensure that all civil improvements meet approved standards for materials and installation; and

WHEREAS, SULTAN does not have sufficient staff to meet the required commitment for construction observation and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the various projects; and

WHEREAS, CONSULTANT represents that he is experienced in construction observation and record keeping and has signified a willingness to furnish consulting services to SULTAN.

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 SERVICES

The services under this AGREEMENT shall consist of construction observation and record keeping services. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the services as described. Attached to this contract is a copy of the CONSULTANT'S resume, 2006 rates, LLC Registration, and Certificate of Liability Insurance.

## II SCOPE OF SERVICES

The Scope of Services for on-call services is on an as-needed basis only and will include observation of the installation of plat civil improvements as coordinated and scheduled by the City Engineer.

## III GENERAL REQUIREMENTS

All aspects of coordination of the services of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by SULTAN. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the City Engineer. The CONSULTANT shall attend coordination, progress and presentation meetings with SULTAN or such Federal, Community, State or County officials, groups or individuals as may be requested by SULTAN. SULTAN will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. If requested, the CONSULTANT shall prepare a monthly progress report in a form approved by SULTAN that 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.

All reports, plans and specifications and other data furnished to the CONSULTANT by SULTAN shall be returned. All designs, drawings, specifications, documents and other services products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT and are property of SULTAN. Reuse by SULTAN or by others acting through or on behalf of SULTAN of any such instruments of service not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

#### **IV TIME FOR BEGINNING AND COMPLETION**

The CONSULTANT shall not begin any services under the terms of this AGREEMENT until authorized in writing by SULTAN. All services under this AGREEMENT shall be completed on an as-needed basis and when no observation services are required no allowance for payment is made.

#### **V PAYMENT**

The CONSULTANT shall be paid by SULTAN for completed services rendered under this AGREEMENT. Such payment shall be full compensation for services performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the services specified in the "Scope of Services". Payment will be based on a monthly billing for hours actually worked. Mileage will be paid for those miles driven on the project or between projects within the City.

#### **VI SUBCONTRACTING**

The services of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by SULTAN.

The CONSULTANT shall not sub-contract for the performance of any services under this AGREEMENT without prior written permission of SULTAN. No permission for sub-contracting shall create between SULTAN and sub-contractor any contract or any other relationship.

#### **VII EMPLOYMENT**

The CONSULTANT warrants that it has 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, SULTAN shall have the right to annul this AGREEMENT without liability or in its discretion to deduct from the 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 services or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of SULTAN and any and all claims that may or might arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the services 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 the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of SULTAN, except regularly retired employees, without written consent of the public employer of such person.

### **VIII NON-DISCRIMINATION**

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard to but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, a layoff or terminations, rates of pay or other forms of compensation selection for training or rendering of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by SULTAN and further that the CONSULTANT shall be barred from performing any services for SULTAN now or in the future unless a showing is made satisfactory to SULTAN that discriminatory practices have terminated and that recurrence of such action is unlikely.

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

- A. **COMPLIANCE WITH REGULATIONS:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in the same manner as in Federally-assisted programs of the Department of Transportation, 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 the AGREEMENT. The CONSULTANT shall comply with the Americans with Disabilities Act of 1992, as amended.
- B. **NON-DISCRIMINATION:** The CONSULTANT, with regard to the services performed by it during the AGREEMENT, shall not discriminate on the grounds of race, creed, color, religion, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of sub, including procurements 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 the contract covers a program set forth in Appendix II of the Regulations.
- C. **SOLICITATIONS FOR SUB-CONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for services to be performed under a subcontract, including procurements 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 nondiscrimination on the grounds of race, creed, color, religion, sex, age, marital status, national origin and handicap.
- D. **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 SULTAN to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to SULTAN and shall set forth what efforts it has made to obtain the information.
- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT, SULTAN shall impose such sanctions as it may determine to be appropriate, including but not limited to:
1. Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies and/or
  2. Cancellation, termination or suspension of the AGREEMENT, in whole or part.

- F. **INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements 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 SULTAN may direct as a means of enforcing such provisions including sanctions for noncompliance; 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 SULTAN to enter into such litigation to protect the interests of SULTAN.
- G. **UNFAIR EMPLOYMENT PRACTICES:** The CONSULTANT shall comply with RCW 49.60.189.

## IX TERMINATION OF AGREEMENT

The right is reserved by SULTAN to terminate this AGREEMENT at any time upon ten days written notice to the CONSULTANT.

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

No payment shall be made for any services completed after ten 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, computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse SULTAN for any excess paid.

If SULTAN terminates the services of the CONSULTANT for default on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by SULTAN with consideration given to the actual costs incurred by the CONSULTANT in performing the services to the date of termination, the amount of services originally required which was satisfactorily completed to date of termination, whether that service is in a form or a type which is usable to SULTAN at the time of termination; the cost to SULTAN 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 SULTAN 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 the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without it or it's employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of SULTAN in accordance with the provision of the AGREEMENT.

Payment for any part of the services by SULTAN shall not constitute a waiver by SULTAN of any remedies of any type it may have against the CONSULTANT for any breach of the AGREEMENT by the CONSULTANT or for failure of the CONSULTANT to perform services required of it by SULTAN. 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 SERVICES**

The CONSULTANT shall make such changes and revisions in the complete services of this AGREEMENT as necessary to correct errors appearing therein when required to do so by SULTAN, without additional compensation thereof. Should SULTAN 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 SULTAN. These services shall be considered as Extra Services and will be paid for as herein provided under Section XIV.

## **XI DISPUTES**

Any dispute concerning questions of fact in connection with the services not disposed of by AGREEMENT between the CONSULTANT and SULTAN shall be referred for determination to the SULTAN City 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 SULTAN City Engineer's decision, that decision shall be subject to de novo judicial review.

## **XII VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in Snohomish County. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in Snohomish County.

## **XIII LEGAL RELATIONS AND INSURANCE**

The CONSULTANT shall comply with all Federal, State and local laws and ordinances applicable to the service to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of Washington.

The CONSULTANT shall indemnify and hold SULTAN and their officers and employees harmless from the CONSULTANT's negligence under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify SULTAN against and hold harmless SULTAN from claims, demands or suits based upon the conduct of SULTAN, their agents, officers and employees and provided further that if they are caused by the concurrent negligence of (a) the CONSULTANT's or employees and (b) SULTAN, their officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to SULTAN of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's employees.

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

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against SULTAN and, solely for the purpose of this indemnification, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.25.115 and was the subject of mutual negotiation.

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

### **Insurance Coverage**

- A. Worker's compensation and employer's liability insurance as required by the State of Washington.
- B. Regular liability and property damage insurance in an amount not less than a single limit of one million and 00/100 Dollars (\$1,000,000.00) for bodily injury including death and property damage per occurrence.

Excepting the Worker's Compensation insurance, SULTAN will be named on all certificates of insurance as an additional insured. The CONSULTANT shall furnish SULTAN with verification of insurance and endorsements required by this AGREEMENT. SULTAN reserves the right to require complete certified copies of all required insurance policies at any time.

All insurance shall be obtained from insurance companies authorized to do business in the State of Washington. The CONSULTANT shall submit a certificate of insurance as outlined above within 14 days of the execution of this AGREEMENT to SULTAN.

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

SULTAN will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and SULTAN may take such other action as is available to them under other provisions of this AGREEMENT or otherwise in law.

**XIV  
EXTRA SERVICES**

SULTAN may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.

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 the AGREEMENT, SULTAN 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 the AGREEMENT accordingly.

Notwithstanding the terms and conditions of the first two paragraphs 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.

**XV  
DELETED SECTION**

**XVI  
COMPLETE AGREEMENT**

This document and referenced attachments contains 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 an amendment to this AGREEMENT.

**XVI  
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 agreements contained in the proposal and the supporting materials submitted by the CONSULTANT and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

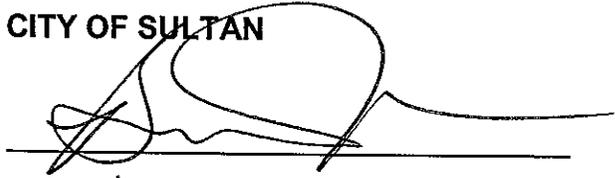
In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first above written.

**CONSULTANT**  
Lawrence's Construction Services, LLC

  
\_\_\_\_\_

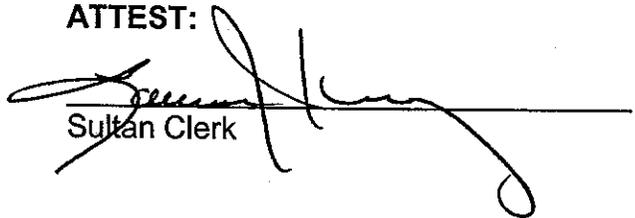
  
\_\_\_\_\_  
Title

**CITY OF SULTAN**

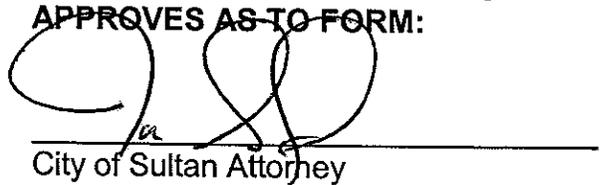
  
\_\_\_\_\_

  
\_\_\_\_\_  
Title

**ATTEST:**

  
\_\_\_\_\_  
Sultan Clerk

**APPROVES AS-TO FORM:**

  
\_\_\_\_\_  
City of Sultan Attorney

# WAYNE LAWRENCE

Lawrences Construction Services, LLC - Redmond, Washington - 206-276-0387

## EXPERIENCE

CROSS VALLEY WATER & SEWER DISTRICT, CLEARVIEW, WASHINGTON  
(2006)

Brightwater Main Improvements, Water Main Improvements Phase I. Provide construction inspection of installation.

PACE, KIRKLAND, WASHINGTON  
(2004 - 2006)

4.3 Million-Gallon Reservoir, Pump Station, Transmission Main. City of Black Diamond  
Provide construction inspection of installation.

Water Improvements. Water District 125 - Provide construction inspection of installation.

LILID #38 - Val Vue Sewer District - Provide construction inspection of installation.

14<sup>th</sup> Avenue Extension - Val Vue Sewer District - Provide construction inspection of installation.

CROSS VALLEY WATER & SEWER DISTRICT, CLEARVIEW, WASHINGTON

(1994 - 2004) *Superintendent of Operations & Maintenance*

Supervise and organize daily operations of a water-sewer district. Review and approve plans. Construction inspection.

NORTHSHORE UTILITY DISTRICT, KENMORE, WASHINGTON

(1992 - 1994) *Construction Inspection/Engineering Dept. and Water Quality/Cross Connection Program Manager*

Also: Special Projects and Safety Officer

NORTHSHORE UTILITY DISTRICT, KENMORE, WASHINGTON

(1981 - 1992) *Utility Supervisor Operations & Maintenance*

Supervise and organize daily operations of a water-sewer district.

NORTHSHORE UTILITY DISTRICT, KENMORE, WASHINGTON

(1979 - 1981) *Equipment Operator*

NORTHSHORE UTILITY DISTRICT, KENMORE, WASHINGTON

(1978 - 1979) *Utility Worker*

## EDUCATION

Numerous classes covering all phases of public utility operations and maintenance offered by various organizations and community colleges.

## CERTIFICATIONS

WATER DISTRIBUTION MANAGER III

CROSS CONNECTION SPECIALIST I

WASTE WATER COLLECTION I

WASHINGTON STATE INSTRUCTOR FOR TRAFFIC CONTROL & FLAGGING

(CERTIFIED TO INSTRUCT FLAGGING CLASSES IN WASHINGTON, OREGON & IDAHO)

AC CERTIFIED

## **ADDITIONAL QUALIFICATIONS**

---

FLAGGING INSTRUCTOR CARD  
FLAGGING CARD

## **SKILLS**

---

- 28 YEARS EXPERIENCE IN THE WATER & SEWER INDUSTRY.
- PROVEN TEACHING ABILITY.
- MATURE, DEPENDABLE AND TRUSTWORTHY.
- DETAIL-ORIENTED, WELL-ORGANIZED SELF STARTER.

## **PROFESSIONAL MEMBERSHIPS**

---

PAST DIRECTOR, PROFESSIONAL BACKFLOW PREVENTION ASSOCIATION  
PAST PRESIDENT, WESTERN WASHINGTON BACKFLOW PREVENTION ASSN.  
PAST DIRECTOR, REGION 7, AMERICAN BACKFLOW PREVENTION ASSOCIATION  
PAST DIRECTOR, WATER CONSERVATION COALITION

## **REFERENCES**

---

AVAILABLE UPON REQUEST

**LAWRENCE'S CONSTRUCTION SERVICES, LLC**  
24390 NE Redmond-Fall City Road  
Redmond, Washington 98053  
206-819-8538

**2006 Inspection Rates**

Regular Hourly Rate:	\$53.00/hour
Holiday Hourly Rate:	\$79.50/hour
Overtime Hourly Rate (over 8 hours/day)	\$79.50/hour
Mileage:	\$0.445/mile