

**CITY OF SULTAN
COUNCIL MEETING – COMMUNITY CENTER
March 28, 2013**

7:00 PM CALL TO ORDER - Pledge of Allegiance and Roll Call

CHANGES/ADDITIONS TO THE AGENDA

PRESENTATIONS

1. State of the County Economy – Anneliese Vance Sherman, Employment Security Department
2. Sultan Pedestrian Bridge Project – Marc Servizi

COMMENTS FROM THE PUBLIC: Citizens are requested to keep comments to a 3 minute maximum to allow time for everyone to speak. It is also requested that you complete a comment form for further contact.

COUNCILMEMBER COMMENTS

CITY ADMINISTRATOR COMMENTS

STAFF REPORTS – Written Reports Submitted

1. Animal Control
2. Public Works
3. Public Works Field Supervisor
4. Grants Update
5. Museum Update

CONSENT AGENDA: The following items are incorporated into the consent agenda and approved by a single motion of the Council.

- 1) Approval of the Council Meeting Minutes
- 2) Approval of Vouchers
- 3) Sultan Basin Road Phase III Final Project Acceptance

ACTION ITEMS:

1. Resolution 13-01 Customer Bill of Rights
2. Rural Town Centers and Corridor Grant
3. Skillings Connolly Inc Consultant Agreement Sultan Basin Road Overlay

DISCUSSION: Time Permitting

PUBLIC COMMENT ON AGENDA ITEMS ONLY

COUNCILMEMBER RESPONSE TO PUBLIC COMMENT ON AGENDA ITEMS

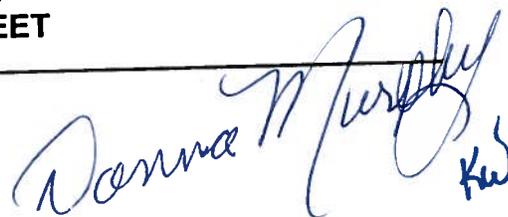
Executive Session:

Adjournment - 10:00 PM or at the conclusion of Council business.

ADA NOTICE: City of Sultan Community Center is accessible. Accommodations for persons with disabilities will be provided upon request. Please make arrangements prior to the meeting by calling City Hall at 360-793-2231. For additional information please contact the City at cityhall@ci.sultan.wa.us or visit our web site at www.ci.sultan.wa.us

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM #: P-1
DATE: March 28, 2013
SUBJECT: State of the Economy, Snohomish County
CONTACT PERSON: Donna Murphy, Grants, Economic Development and
Volunteer Coordinator



SUMMARY:

Anneliese Vance-Sherman is the Regional Labor Economist serving Snohomish County. In this role, she is responsible for analyzing and communicating information from the Employment Security Department's Labor market and Economic Analysis branch (LMEA) for decision-makers throughout Snohomish County. Anneliese has served in this role for 3 years. Prior to working at Employment Security Department, Anneliese earned her doctorate degree in Economic Geography at the University at Buffalo, New York and worked at Western Washington University's Border Policy Research Institute continuing work on her dissertation that addressed business challenges related to crossing the Canada-US Border

Ms. Vance-Sherman will give a 15 minute presentation with a 5 minute question and answer section.

Attachment A – Power Point Slides of Ms. Vance-Sherman's Presentation

Labor Market Update: Snohomish County

To: Sultan City Council
 By: Anneliese Vance-Sherman, Ph.D.
 Regional Labor Economist
 Date: March 29, 2013



Unemployment rates, January 2013

	Not Seasonally Adjusted	Seasonally Adjusted
United States	8.1%	7.9%
Washington	8.5%	7.5%
Seattle-Bellevue-Everett MD	6.5%	6.3%
Snohomish County	7.1%	

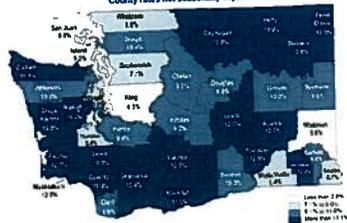
Source: ESD/LMEA; U.S. Bureau of Labor Statistics



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Snohomish County has one of the lowest unemployment rates in the

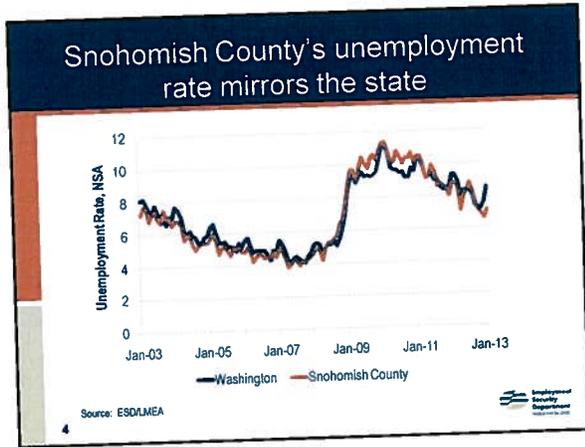
January 2013 unemployment rates
 Preliminary statewide rate 7.9%, seasonally adjusted
 Preliminary statewide rate 8.5%, not seasonally adjusted
 County rates not seasonally adjusted

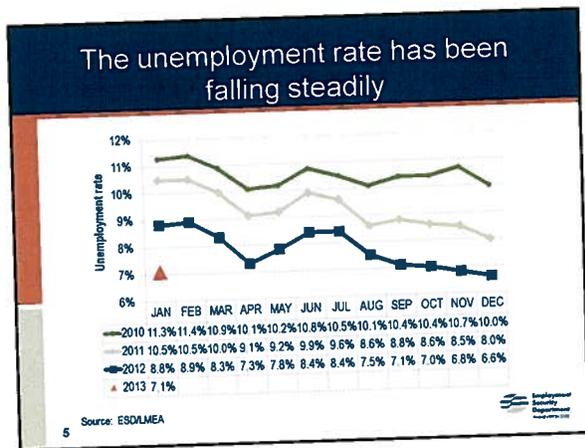


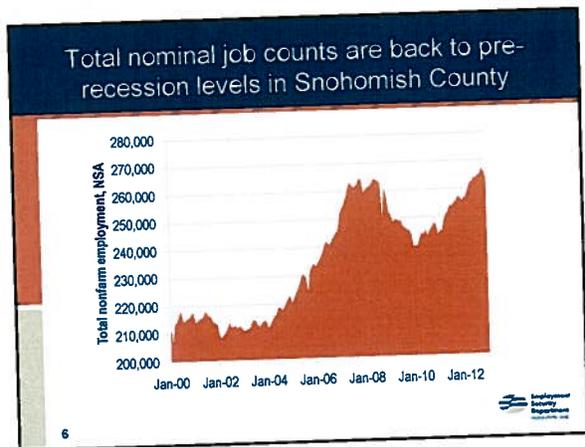
Source: ESD/LMEA

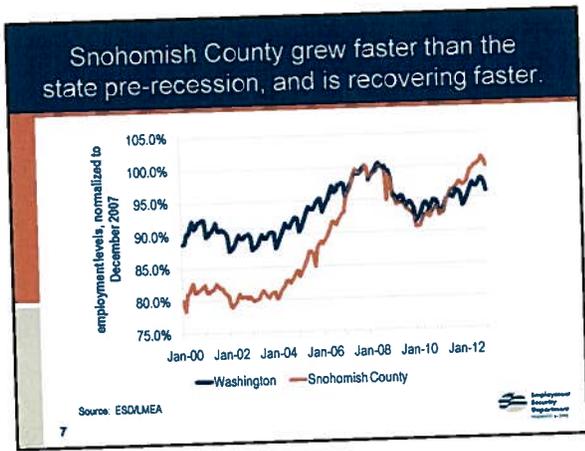


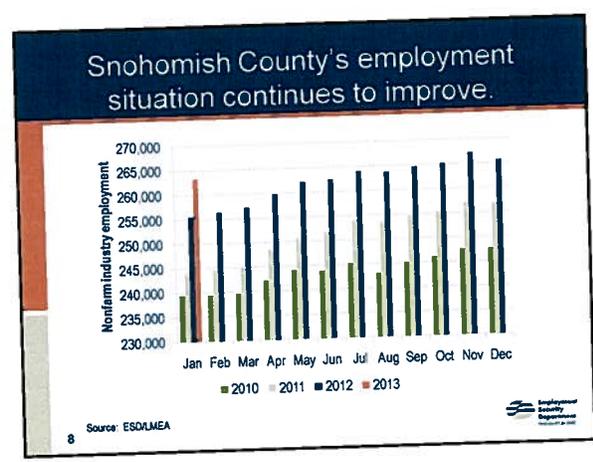
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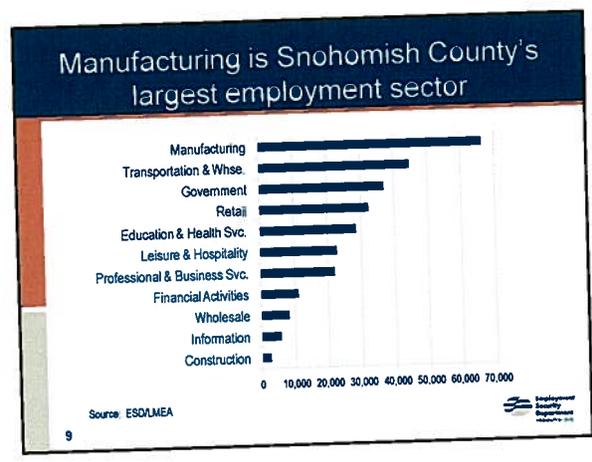


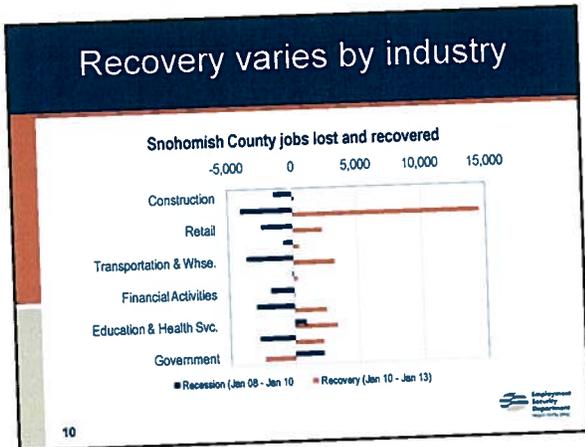


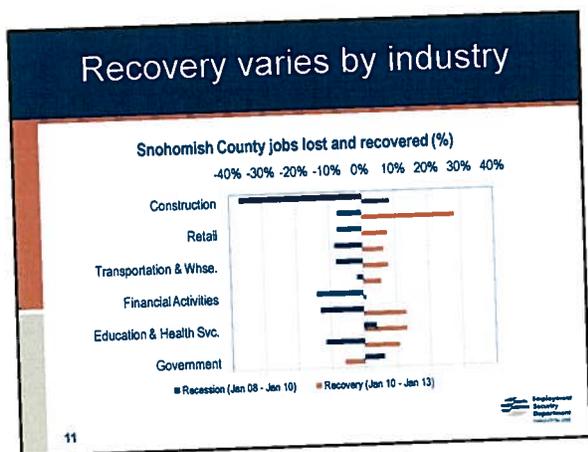












Thank you

Anneliese Vance-Sherman, Ph.D.
 Regional Labor Economist
 avancesherman@esd.wa.gov
 425-258-6315

Esd.wa.gov/employmentdata

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**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: P-2

DATE: March 28, 2013

SUBJECT: Sultan River Pedestrian Bridge Presentation

CONTACT PERSON: Mick Matheson, P.E. – Public Works Director



ISSUE:

The issue before council is to hear a presentation by Marc Servizi, P.E. representing WHPacific to provide an update regarding the Sultan River Pedestrian Bridge design.

STAFF RECOMMENDATION:

Receive the presentation and ask questions of Mr. Servizi. No action is required.

SUMMARY:

The City of Sultan received grant funding for the design of a pedestrian/bicycle bridge over the Sultan River, to be located north of the existing WSDOT bridge. The City has received the following grants for design:

Grant Source	
Legislative Proviso	\$100,000
State Transportation Plan	\$417,229
Total	\$517,229

WHPacific was selected to be the most qualified firm through a competitive process and awarded the design phase of the project. WHPacific is under contract for environmental analysis, engineering design and planning services for the bridge project.

The design process has been initiated and is well underway. Mr. Servizi is prepared to provide the Council with a PowerPoint presentation, and is available for questions.

RECOMMENDED ACTION:

Receive the presentation and ask questions of Mr. Servizi regarding the Sultan River Pedestrian Bridge project. No action is required.

**SULTAN CITY COUNCIL
AGENDA COVER SHEET**

ITEM NO: SR-1
DATE: March 28, 2013
SUBJECT: Animal Control Report
CONTACT PERSON: Victoria Forte', Community Service Officer
Robert Martin, Community Development Director

ISSUE:
Transmitting report from Victoria Forte, Community Services Officer.

STAFF RECOMMENDATION:
Receive Report, no action required.

BACKGROUND:
Animal Control Report

ATTACHMENT

ATTACHMENT A: Animal Control Report

SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

ITEM NO: SR – 2
DATE: March 28, 2013
SUBJECT: Public Works Monthly Report
CONTACT PERSON: Mick Matheson, P.E., Public Works Director



ISSUE:

Provide monthly reports to Council regarding:

- City of Sultan Water Plant Production and Operation
- Everett Meter Readings
- City of Sultan Wastewater Treatment Plant Operation
- Recycling and Garbage Reports
- Cemetery Report

SUMMARY:

There are nine total attachments. Five attachments are designed to provide information regarding the City of Sultan's water production, a water supply comparison and information on the Everett meter readings.

Lastly, there are four attachments designed to provide information with respect to the City of Sultan's Wastewater Treatment Plant operation, garbage collection, recycling and cemetery. The attachments are updated monthly.

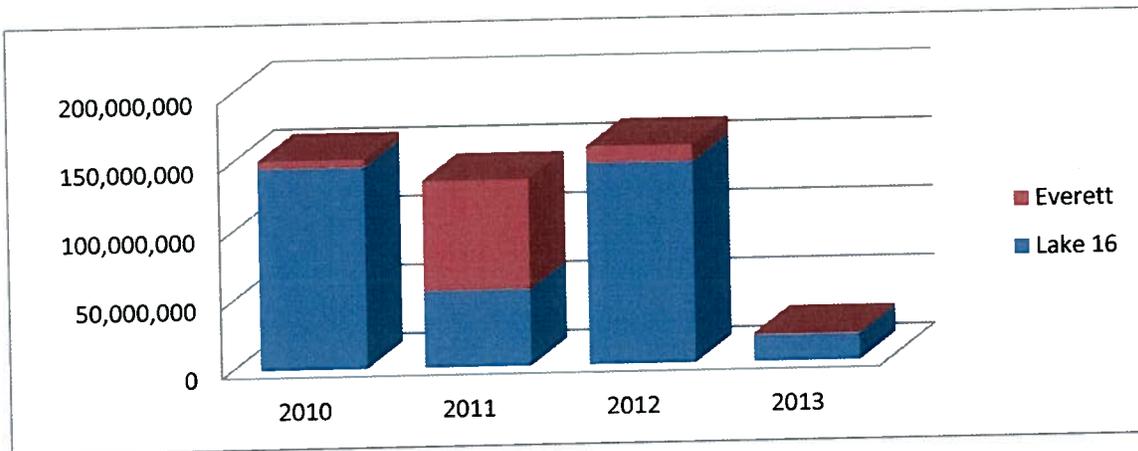
ATTACHMENTS:

Attachment A-1	Lake 16 vs. City of Everett Water Supply Comparison
Attachment A-2	Lake 16 Production for 2013
Attachment A-3	City of Sultan Water Plant Production Past 6 Years
Attachment A-4	Yearly Totals for Lake 16 Production
Attachment A-5	Everett Meter Readings for 2013
Attachment A-6	City of Sultan Wastewater Treatment Plant Operational Report
Attachment A-7	Garbage Report
Attachment A-8	Recycling Report
Attachment A-9	Cemetery Report

Lake 16 vs. City of Everett Water Supply Comparison

Yearly Totals for Lake 16 and Everett Productions

	2010	2011	2012	2013
Lake 16	146,834,350	55,707,050	146,762,070	19,050,100
Everett	5,542,680	80,360,632	11,943,316	1,043,460
Total Gallons	152,377,030	136,067,682	158,705,386	20,093,560
% Everett	4%	59%	8%	5%



NOTE: ALL NUMBERS ARE IN GALLONS

LAKE 16 ANNUAL PRODUCTION

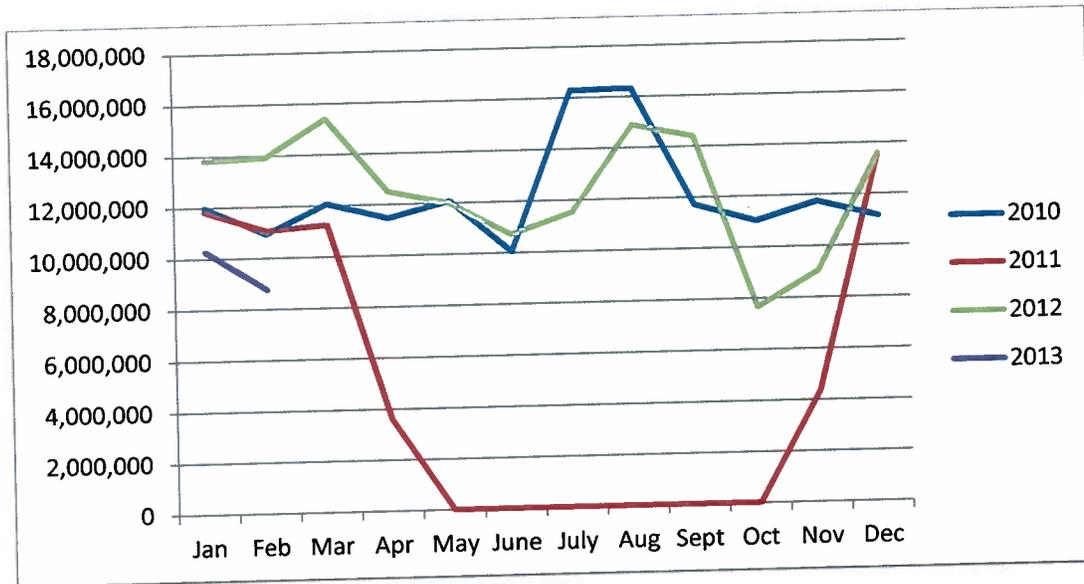
MONTH	RUN TIME HOURS	FLOW	FLUSHES	BACKWASH	FILTER TO WASTE	TOTAL TO TOWN	CHLORINE POUNDS	FILTER AID/POUNDS	COAGULANT LBS	CAUSTIC LBS	FLUORIDE LBS
Jan-13	285.7	12,695,000	855,000	1,200,500	368,000	10,271,500	122.0	1.4	1,392	1,341	93.0
Feb-13	240.4	10,821,000	540,000	939,900	562,500	8,778,600	98.4	1.2	1,207	1,095	70.0
Mar-13						0					
Apr-13						0					
May-13						0					
Jun-13						0					
Jul-13						0					
Aug-13						0					
Sep-13						0					
Oct-13						0					
Nov-13						0					
Dec-13						0					
TOTALS	526.1	23,516,000	1,395,000	2,140,400	930,500	19,050,100	220.4	2.6	2,599	2,436	163.0
AVERAGE	263.1	11,758,000	697,500	1,070,200	465,250		110.2	1.3	1,300	1,218	81.5

FLOW/FLUSHES/BACKWASH/FILTER TO WASTE/ TOTAL TO TOWN NUMBERS ARE ALL IN GALLONS

YEARLY TOTALS FOR LAKE 16 PRODUCTION

	2010	2011	2012	2013
Jan	11,986,600	11,816,800	13,837,500	10,271,500
Feb	10,940,800	11,059,100	13,917,500	8,778,600
Mar	12,070,300	11,246,150	15,413,700	
Apr	11,473,900	3,636,500	12,509,700	
May	12,080,100	0	11,994,500	
June	10,055,300	0	10,721,850	
July	16,291,400	0	11,536,100	
Aug	16,332,850	0	14,897,550	
Sept	11,716,200	0	14,403,400	
Oct	11,049,000	0	7,669,000	
Nov	11,755,700	4,359,500	9,048,000	
Dec	11,159,200	13,589,000	13,589,000	
TOTAL	146,911,350	55,707,050	149,537,800	19,050,100
AVG	12,242,613	4,642,254	12,461,483	9,525,050

ALL NUMBERS ARE IN GALLONS



CITY OF SULTAN
Wastewater Treatment Plant
Operational Report
2012 - 2013

MONTH	Influent Flow (Max High allowed 0.72 MGD)				Total Rainfall Inches	Effluent PH (Range allowed 6.0 - 9.0)		Biological Oxygen Demand (Range allowed 85% to 100%)	Avg Suspended Solids (Range allowed 85% to 100%)	Sludge Wasted Gallons	Hauled Wet Tons
	Total (MG)	Avg (MGD)	High (MGD)	Low (MGD)		PH Low	PH High				
Jan-12	10,965	0.353	0.650	0.262	5.28	6.5	6.9	97.2	96.0	96,723	24.72
Feb-12	11,468	0.395	1.511	0.249	6.22	6.3	6.8	97.2	95.2	122,915	48.16
Mar-12	11,161	0.36	0.586	0.251	7.12	6.5	6.8	96.5	95.2	119,228	35.87
Apr-12	9,143	0.305	0.413	0.238	4.58	6.2	6.7	97.5	96.4	104,348	21.98
May-12	10,191	0.329	0.510	0.275	5.03	6.5	6.5	98.3	97.6	106,900	33.02
Jun-12	9,818	0.327	0.393	0.281	4.7	6.3	6.8	98.2	97.4	87,077	22.48
Jul-12	8,118	0.262	0.326	0.22	1.54	6.3	6.8	98.7	98.0	107,479	28.47
Aug-12	6,615	0.213	0.233	0.189	0	6.3	6.8	98.5	96.6	80,222	18.68
Sep-12	6,235	0.208	0.235	0.168	0.40	6.2	6.9	98.8	97.6	62,517	20.98
Oct-12	8,461	0.273	0.497	0.203	7.82	6.4	6.8	98.3	97.3	68,736	20.88
Nov-12	11,936	0.398	0.861	0.297	6.96	6.3	6.5	98.4	97.2	105,762	23.18
Dec-12	13,499	0.435	0.778	0.290	7.74	6.1	6.4	96.1	91.5	67,761	23.03
Jan-13	12,675	0.409	1.093	0.237	10.3	6.1	6.6	95.0	92.4	83,787	34.82
Feb-13	8,804	0.314	0.395	0.260	5.25	6.3	6.7	96.0	93.1	72,960	35.17
Mar-13											
Apr-13											
May-13											
Jun-13											
Jul-13											
Aug-13											
Sep-13											
Oct-13											
Nov-13											
Dec-13											

2013 GARBAGE REPORT

	2012 TONS	2012 COST	2013 TONS	2013 COST
January	130.73	\$13,732.00	141.21	\$14,830.00
February	132.41	\$13,911.00	130.45	\$13,702.00
March	160.53	\$16,861.00		
April	146.87	\$15,431.00		
May	144.69	\$15,202.00		
June	146.97	\$15,441.00		
July	144.48	\$15,181.00		
August	150.09	\$15,770.00		
September	167.22	\$17,567.00		
October	146.92	\$15,429.00		
November	174.61	\$18,337.00		
December	145.76	\$15,308.00		
TOTALS	1,791.28	\$188,170.00	271.66	28,532.00



City of Sultan
Tonnage
2013

<u>Sector</u>	<u>Commodity</u>	<u>Jan-13</u>	<u>Feb-13</u>	<u>Mar-13</u>	<u>Apr-13</u>	<u>May-13</u>	<u>Jun-13</u>	<u>Jul-13</u>	<u>Aug-13</u>	<u>Sep-13</u>	<u>Oct-13</u>	<u>Nov-13</u>	<u>Dec-13</u>	<u>Total</u>
Commercial Multifamily Residential	Recycle	2.69	2.89	-	-	-	-	-	-	-	-	-	-	5.58
	Recycle	2.68	2.30	-	-	-	-	-	-	-	-	-	-	4.98
	Recycle	35.50	32.27	-	-	-	-	-	-	-	-	-	-	67.77
	Total Recycle	40.87	37.46	-	-	-	-	-	-	-	-	-	-	78.33
Commercial Multifamily Residential	Yardwaste	0.12	0.21	-	-	-	-	-	-	-	-	-	-	0.33
	Yardwaste	1.74	3.01	-	-	-	-	-	-	-	-	-	-	4.75
	Yardwaste	8.88	15.36	-	-	-	-	-	-	-	-	-	-	24.24
	Total Yardwaste	10.74	18.58	-	-	-	-	-	-	-	-	-	-	29.32

CEMETERY REPORT
BURIALS

103 Cemetery Operating Fund

Description	2013 BUDGET	2013 ACTUAL
Revenue		
Beginning Balance	0	4,317
Cemetery Fees	25,000	3,368
Investment Interest	0	0
Total Resources	25,000	7,685
Expenditures		
Total Expenditures	738	5,886
Ending Fund Balance	266	1,799

Burials	YTD 2013
Ash	0
Full	3

SULTAN CITY COUNCIL

AGENDA ITEM COVER SHEET

ITEM NO: Staff Report – 3
DATE: March 28, 2013
SUBJECT: Public Works Projects-Update
CONTACT PERSON: Connie Dunn, Public Works Field Supervisor



ISSUE:

The Public Works projects list and status report from the Field Supervisor.

SUMMARY:

STREETS:

Snow – Jim Barns plowed Sultan Basin Rd before 7:30 am on Friday the March 22, 2013

The City purchased one set of speed cushions to be placed north of Date Avenue on 8th Street from Traffic Logix. The speed cushions were installed March 20, 2013 with the proper signage.

PARKS:

On March 27, 2013, the city will be working in conjunction with the Navy Recruiters of Snohomish County on a field/play area “Spring Spruce” at Osprey Park. They will be painting, cleaning, and striping at the basketball court, soccer and baseball fields along with filling voids in the fields. Jason Strauss will be the lead public works staff to manage the project and the volunteers.

WATER TREATMENT PLANT (WTP):

During 2013, the water system staff will complete the second year of the fire hydrant flushing program. This keeps the fire hydrants and valves operable and in good working order. Hydrants will be repaired as necessary. Mike Williams and Matt Wood flushed fire hydrants the second half of February and the month of March.

The public works staff have been installing electronic water meters. When they depleted the inventory, 204 additional meters were ordered in early March. Seventy-Five percent of the water system has electronic read water meters.

STAFF:

Matt Wood, hired November 19, 2012, successfully passed his Operator-In-Training (OIT) state certification test on February 18, 2013.

GARBAGE:

Annual Cleanup Day is Saturday, April 20, 2013 at Sultan High School from 8:00 am to 3:00 pm
– Share the News with Neighbors and Friends.

CITY OF SULTAN
AGENDA ITEM COVER SHEET

Agenda Item : SR- 4
Date: March 28, 2013
SUBJECT: Grants Staff Report

Donna Murphy *DM*

CONTACT PERSON: Donna Murphy Grants and Economic Development Coordinator

ISSUE:
2013 1st Quarter Staff Report

STAFF RECOMMENDATION:
No action required

ATTACHMENT:
Attachment A: 2013 1st Quarter Grants Staff Report

**City of Sultan
Grant Status Report
March 28, 2013**

Pending Grant	Date Applied	Department	Amount Pending	Amount Not Funded	Amount Funded	Project Status
Support Vehicle For Police & CERT Prog.	Nov. 2012		\$35,000			Award Announcement Has Been Delayed
Alder Ave. Water/Sewer Lines Replacement – CDBG	Oct. 2012	Public Works			\$145,000	Project on Schedule
Alder Ave. Water/Sewer Lines- Leg. Request	Feb. 2013	Public Works	\$185,000			
Emergency Command Center Leg. Request	Feb. 2013		\$850,000			
Bike/Ped Bridge - State Appropriations Request	Feb. 2013	Public Works	\$2,500,000			
Energy Efficiency Grant – Solar Panels @ City Hall & VIC	Feb. 2013			\$249,272		
Planet Power-Solar Panels @ WWTP	Feb. 2013	Public Works	\$47,500			
CPG Cleanup Day Grant	Mar. 2013	Public Works	\$6,385			
Total:			\$3,623,885	\$249,272	\$145,000	

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: SR-5
DATE: March 28, 2013
SUBJECT: Historical Museum Access Improvements: Project Update
CONTACT PERSON: Robert Martin, Community Development Director
ISSUE: Inform Council on progress leading to re-opening of the Sultan Historical Museum.



SUMMARY:

Rick Lents of Merrick Lentz Architect has completed a floor area analysis and recommendation on interim occupancy of the Museum.

He has not completed structural plans for reconstruction of the north door in the east wall. Conversation with his office on March 21st indicates that he is still intending to complete this work. As he is working on a pro-bono basis, his schedule is not under our control.

DISCUSSION:

Mr. Martin provided the Museum Society Board with an update on Thursday evening (March 21st). The following information was provided and discussed with the Board:

Fire Escape Stairway:

- The landing and the stairway need side screening that prevents accidental slipping out of the stairway between the existing widely spaced guard rails. This can be accomplished by welding metal mesh over the outside of the landing and stair rail.
- The railing down the stairway is at the required height, but the railing around the landing needs to be increased in height by about 7".
- Metal mesh needs to be welded to close off the back riser of each step.
- All of this work can be accomplished by volunteer labor and/or materials, and can start at any time.
- The stairway will need to be painted after all welding is completed.

Doorway:

- The doorway needs to be increased by about 9" to accommodate a new 6'8" steel door with new panic-bar hardware.
- This requires architectural/engineering plans because the current door frame is enclosed by the header (presumed to be a concrete bond-beam) that supports the roof.
- Upon approval of plans, a qualified contractor will need to be hired to accomplish this work. This will be the most costly out-of-pocket expense to gain code compliance.

Miscellaneous:

- The exhibit materials on the landing of the main interior stairway need to be removed so that the entire landing is available for movement of people.
- The landing needs to be made accessible from the south room by clearing access and labeling the door as an exit to the landing.

The Museum Board was encouraged to continue raising funds and seeking grants to fund the project.

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: Consent C 1
DATE: March 28, 2013
SUBJECT: Council Meeting Minutes

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director *jk*

SUMMARY:

Attached are the minutes of the March 14, 2013 regular Council meeting as on file in the office of the City Clerk.

RECOMMENDED ACTION:

Approve as submitted

CITY OF SULTAN COUNCIL MEETING – March 14, 2013

Mayor Eslick called the regular meeting of the Sultan City Council to order in the Sultan Community Center. Councilmembers present: Marshall, Slawson, George, Neigel, Davenport-Smith, Blair and Beeler.

CHANGES/ADDITIONS TO THE AGENDA:

Add: Executive Session

COMMENTS FROM THE PUBLIC:

Al Wirta: Heard the city was looking at a transportation district. The city does not need another tax. There are increases in the storm and sewer rates and with wages going down, they don't need any more taxing districts.

COUNCILMEMBER COMMENTS

George: Have a proposal to the Council. Some of you may or may not know these items but my husband and I, the Georges, have invested millions of our own dollars in Sultan and were able to complete all of projects without going broke which is pretty unusual for Sultan. The Georges have given thousands of hours of personal time to city and those thousands of hours have in fact have saved the city hundreds of thousands of dollars through our efforts. We have very little cash flow from our rentals after we spend the time and money maintaining them there is very little left. Because of our extraordinary efforts to the city the City gets ongoing property tax and millions of taxes they might not otherwise have. Additional the city gets around \$16,000 a year in revenues ongoing because of our efforts in building residential property. Our clients, our tenants have a hard time paying their utility bill. So my proposal is that the city of Sultan just for the Georges allow their tenants to pay half of their utility bill. So that is my proposal and the reason that we ask that is because will attract quality renters and it will fill our vacancies faster. I Hope you find the proposal as horrible as the Mayor's proposal upcoming at the council retreat and because it is coming from somebody that you may not like as well that you will see the similarities as the one coming from someone you like.

Blair: There was a very productive meeting on gun range project. They are moving forward with RFP for master site plan. They would like to have some use by summer of 2014 (archery). Also moving forward with formation of the non-profit organization status – working on the bi-laws.

Beeler: Attended the PSRC meeting. Each year the federal government gives the states money and they expect it to be spent. Washington State has been good about completing projects except in 2012. The push is to fund projects that are ready to go so the state will continue to get funds. Street utilities were discussed and there are a lot of questions regarding the program. There has been a drop in property and sales tax which has lowered the amount of funds available for streets. Sidewalk on Sultan Basin Road

Davenport-Smith: The Library Board discussed the increase in teens and transient traffic at City Hall. There is concern because some of the teens are rude to the elderly. They would like the City to increase enforcement of the loitering rules and make sure the front door and steps are clear. There is no place for the kids to go without the Boys/Girls Club. Need to determine how to help the transients. The Council has discussed a street utility and the RCW sets the maximum fee at \$2 per month per resident. The issue is there is no money in the General Fund to pay for streets and there needs to be a mechanism to pay for streets maintenance.

CITY OF SULTAN COUNCIL MEETING – March 14, 2013

Mayor Eslick: Bob Knuckey has submitted his resignation from the Planning Board after serving for 5 years. It is great to have a good board working for the city. Thanked Mr. Slawson for filling in as Mayor-pro-tem. The interviews for the Port to Pass manager were held and they have hired the person who set the IPZ program up with the state. The City of Monroe will pay for the staff member. The purpose of the program is to invite and recruit new industrial development and they will be concentrating on recreational business. A data base of available resources will be developed. The State approached Sultan to apply for IPZ.

City Administrator: Staff is working on a 3 on 3 Basketball tournament for this summer. The goal is to have an event for the kids and make money to fund other events.

STAFF REPORTS – Written Reports Submitted and are on file in the Office of the City Clerk.

1. Police Report
2. Code Enforcement
3. Planning Board Minutes

CONSENT AGENDA: The following items are incorporated into the consent agenda and approved by a single motion of the Council. On a motion by Councilmember Blair, seconded by Councilmember Neigel, the consent agenda was approved as amended. Marshall – aye; Slawson – yes on the vouchers and nay on the minutes; George – yes on the minutes, nay on the vouchers; Davenport-Smith – aye, Neigel – aye; Blair – aye; Beeler - aye.

- 1) Approval of the February 28, 2013 regular Council Meeting Minutes
- 2) Approval of Vouchers in the amount of \$104,300.46 and payroll through March 1, 2013 in the amount of \$68,521.47, to be drawn and paid on the proper accounts.

ACTION ITEMS:

CPG Grant Application – Cleanup Day

The issue before the City Council is to authorize the Mayor to sign the necessary documents to apply for the Consolidated Prevention Grant (CPG) to offset the recycling costs of Sultan's Annual Cleanup Day.

For the past several years, the City of Sultan has applied for and received CPG grants to fund a portion of the recycling costs of Sultan's Annual Cleanup Day. The amount the City can apply for is a predetermined amount based on the City's 2012 population. The city's allocated amount for this 2-year grant cycle is \$6,385.13.

On a motion by Councilmember Slawson, seconded by Councilmember Davenport-Smith, the Mayor was authorized to sign the necessary documents to apply for a CPG Grant to fund the recycling elements of the 2014 and 2015 Cleanup Day Events in Sultan. All ayes.

IT Service Contract

The issue is to authorize the Mayor to sign a contract with Gold Bar Geek to provide Computer, Information Technology, Email, Web and Camera services.

On October 1, 2012 the City's IT service provider ceased providing computer services to the city, resulting in the loss of email and web functions. The council authorized the Mayor and City Administrator to acquire temporary services to restore the city's computer operations including but not limited to Email, Web, and Camera services. At this time the city needs to contract for normal operating technology services for the 2013 year. The contract has been reviewed by the city attorney.

CITY OF SULTAN COUNCIL MEETING – March 14, 2013

Proposals were requested from all computer service-repair companies listed in the 2012 Monroe Action Pages Directory. Staff received the following proposals to provide Information Technology Services for the 2013 year.

Gold Bar Geek:	\$50 per hour, \$100.00 per month Retainer/Web/Email hosting
Geek Pros.Net:	\$60 per hour,
Tech Mob:	\$95 per hour

Corrections to the contract were made regarding dates and to the vendor name in the scope of work. Council requested further documentation on bids in the future for transparency. On a motion by Councilmember Slawson, seconded by Councilmember Marshall, the Mayor was authorized to sign the contract with Gold Bar Geek for IT services for 2013. All ayes.

Ordinance 1159-12 Steep Slopes (2nd reading)

The Planning Board recommends that the Council adopt Ordinance 1159-12, an Ordinance re-adopting the substantive provisions of the Hillside and Geologically Hazardous Performance Standards which were adopted in 1995, and repealed in 2006. The ordinance was introduced for a first reading in October 2012. At the request of the Council, the ordinance has been reviewed by John Galt, Hearing Examiner.

In 1995, the City adopted SMC Chapter 16.68, "Hillside Development and Geologically Hazardous Area Performance Standards". This Chapter was placed in the Performance Standards Division of the Unified Development Code. It provided specific standards for what types of hillsides could be developed and how that development was to be studied, planned, and constructed.

In 2006, the City adopted new Critical Areas Regulations (CAR), SMC Chapter 16.80, which is in effect today (re-adopted as Chapter 17.10). As required by state standards, these regulations address wetlands, streams, erosion hazards, and landslide hazards.

Chapter 16.68 "Hillside Development and Geologically Hazardous Area Performance Standards" mentioned above, was repealed by this adoption, and was "*replaced*" by the CAR "Erosion Hazard Areas" provisions, SMC 16.80.190, and "Landslide Hazard Areas" provisions, SMC 16.80.200.

Discussion was held regarding the requirement for studies and surveys of adjoining properties and potential problems with development delay; review team; impact to property owners above or below a development on a hillside.

On a motion by Councilmember Slawson, seconded by Councilmember Beeler, Ordinance 1159-12, Steep Slopes, was adopted. All ayes except Councilmember George who voted nay.

PUBLIC COMMENTS

Kerry Kimes: There are county regulations that cover same steep slopes; how do they mesh with the city? Asked what happened to the music at city hall? How much money is needed for streets? Proposal is a fee on the license but there are some places that have many cars that need to be abated. Derelict vehicle fee would be appropriate.

Lucy Hitchcock: Seconds the comments about the library and the concern about the teens at city hall due to the closure of the Boys/Girls Club. They discussed putting a roof on the skate park. There are store fronts are open – maybe the Boys/Girls Club could use them for the kids.

Carl Brida: He uses the gym at night and there are often large groups of people in front of city hall at midnight to 4 AM using the Wi-Fi. Maybe the Library could disconnect the Wi-Fi when they are closed.

CITY OF SULTAN COUNCIL MEETING – March 14, 2013

COUNCILMEMBER RESPONSE TO PUBLIC COMMENT

Beeler: The prior City Administrator advised the tab fee would raise \$60,000 and it could be used for bonds and the city would be able to repair streets. In regards to loitering, Wi-Fi is an asset and if people need to use it at 3 AM, why should the city decide they can't do it.

Blair: The amount raised from the tabs was \$16,000 per year not \$60,000. The city has a TIP which identifies the road projects and costs and is reviewed annually to determine which streets will be fixed and need grant funds. Some of those loitering around city hall all older then teens. Would like an like to have an update on Boys/Girls Club as it is good for the younger kids. A roof on the skate park would not solve the problem – need to look into solutions.

Neigel: Has heard about problem behavior but is reluctant to move forward with any action without some data. Has anyone asked why they are gathering at city hall?

Davenport-Smith: Agrees more data is needed but would need someone to volunteer to talk to people late at night. Students say they get in trouble when they use the gazebo.

Chief Beidler: Has heard the issues with loitering in the city. There are different approaches, such as keeping the door way clear. Discussion was held regarding about what can be done do for the homeless and the kids. It is a big issue and there needs to be some direction from council as the most calls received for service in the last month has been 319 Main Street.

George: People should not be loitering and smoking within 25 feet of doors. They don't need a survey, if they are breaking the law it needs to be enforced. The city pays for library service and if they turn off the Wi-Fi service when closed, it may solve some problems. As for a road fund, people want the General Fund maintained better and the Council wants to raise money instead of saving money.

Slawson: It is a good idea to find out why they are loitering around City Hall. In the morning, the bus rider use the Wi-Fi hot spot. The homeless do have computers, phones and good clothes because they know how to get things.

Marshall: The kids not allowed at the gazebo due to the vandalism and there are no lights.

EXECUTIVE SESSION:

On a motion by Councilmember Slawson, seconded by Councilmember Davenport-Smith, the Council adjourned to executive session at 8:10 for thirty minutes to discuss litigation. All ayes. The Council returned to regular session at 8:35 PM.

Walser Litigation: On a motion by Councilmember Marshall, seconded by Councilmember Slawson, the Attorney was directed to advise Walser's attorney there will be no mediation and further directed the attorney to take direction from the Mayor and staff for further action. All ayes.

Adjournment: On a motion by Councilmember Blair, seconded by Councilmember Davenport-Smith, the meeting adjourned at 8:40 PM. All ayes.

Carolyn Eslick, Mayor

Laura J. Koenig, City Clerk

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM #: Consent 2
DATE: March 28, 2013
SUBJECT: Voucher Approval
CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

SUMMARY:

Attached are the vouchers for approval in the amount of \$87,204.59 and payroll through March 15, 2013 in the amount of \$47,272.46 to be drawn and paid on the proper accounts.

FISCAL IMPACT: \$134,477.05

RECOMMENDATION:

Approve the payment of vouchers as submitted.

**City Of Sultan
Voucher Approval
March 28 , 2013**

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 hereon, and that the claim is just, due and an unpaid obligation against the City of Sultan, and that I am authorized to authenticate and certify to said claim.

Laura J. Koenig, Clerk/Deputy Finance Director

We, the undersigned City Council of Sultan Washington, do hereby certify that the merchandise or services hereinafter specified have been received and the claims are approved for payment in the following amounts:

Payroll Check #27829-31	\$	4,811.89
Direct Deposit #6	\$	25,350.41
Benefits Check #27826-27	\$	5,487.86
Tax Deposit #PR 5	\$	11,622.30
Accounts Payable Checks #27832-71	\$	77,463.77
ACH Transactions - DOR	\$	9,740.82
TOTAL	\$	134,477.05

Kenneth Marshall, Councilmember

Steve Slawson, Councilmember

Kay George, Councilmember

Sarah Davenport-Smith, Councilmember

Joseph Neigel, Councilmember

Kristina Blair, Councilmember

Jeffrey Beeler, Councilmember

Include Partial: FALSE

HING

Check Date	Check Number	Employee No	Employee Name	Amount
03/19/2013	0	001	Laura Koenig	1,964.99
03/19/2013	0	004	Donna Murphy	1,417.61
03/19/2013	0	005	Robert Martin	2,488.38
03/19/2013	0	007	Julie Addington	1,390.26
03/19/2013	0	010	Cindy Donk	1,460.86
03/19/2013	0	011	Janice Mann	1,094.34
03/19/2013	0	013	Rosemary Murphy	1,056.41
03/19/2013	0	015	Kenneth Walker	2,687.70
03/19/2013	0	019	Michael Matheson	2,663.67
03/19/2013	0	020	Connie Dunn	1,957.82
03/19/2013	0	025	John Harris	1,855.13
03/19/2013	0	028	Todd Strom	1,548.43
03/19/2013	0	049	Victoria Forte	-455.24
03/19/2013	0	120	Matthew Wood	1,058.81
03/19/2013	0	121	Jason Strauss	1,180.43
03/19/2013	0	122	Steven Martin	1,070.33
Total Employees:			16	Total: 25,350.41

Payroll Computer Check Register

User: julie.addington
 Printed: 03/19/2013 - 4:10PM
 Batch: 00002-03-2013 Computer

PR 4



Check No	Check Date	Employee Information	Amount
27829	03/19/2013	024 Michael Williams	1,594.36
27830	03/19/2013	029 James Barns	1,343.65
27831	03/19/2013	044 Jeremiah Link	1,873.88
Total Number of Employees: 3			Total for Payroll Check Run: 4,811.89

Accounts Payable Check Register Totals Only

User: laura.koenig
 Printed: 3/14/2013 - 10:30 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
27826	03/14/2013	Retire	Department of Retirement	4,887.86	0
27827	03/14/2013	Retire	Department of Retirement	600.00	0
Check Total:				5,487.86	

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
27832	03/21/2013	GENERAL FUND	Repair and Maintenance	Advocate Telecom	154.66
27833	03/21/2013	UTILITY WATER FUND	Operating Supply - New Connect	AG Supply Co	11.94
27833	03/21/2013	UTILITY SEWER FUND	Operating Supplies	AG Supply Co	11.94
27833	03/21/2013	UTILITY GARBAGE FUND	Operating Supplies	AG Supply Co	11.93
27833	03/21/2013	CEMETERY FUND	Small Tools/Minor Equipment	AG Supply Co	28.21
27833	03/21/2013	STREET FUND	Office/Operating Supplies	AG Supply Co	7.15
27833	03/21/2013	BUILDING MAINTENANCE FUND	Operating Supply	AG Supply Co	34.74
27833	03/21/2013	STREET FUND	Office/Operating Supplies	AG Supply Co	86.66
27833	03/21/2013	GENERAL FUND	Office/Operating Supplies	AG Supply Co	24.42
27833	03/21/2013	STREET FUND	Office/Operating Supplies	AG Supply Co	24.42
27833	03/21/2013	UTILITY WATER FUND	Office/Operating Supplies	AG Supply Co	24.42
27833	03/21/2013	UTILITY SEWER FUND	Operating Supply - New Connect	AG Supply Co	24.41
27833	03/21/2013	UTILITY GARBAGE FUND	Operating Supplies	AG Supply Co	24.41
27833	03/21/2013	STORMWATER UTILITY FUND	Operating Supplies	AG Supply Co	24.41
27833	03/21/2013	GENERAL FUND	Small Tools/Minor Equipment	AG Supply Co	21.71
27833	03/21/2013	STREET FUND	Small Tools/Minor Equipment	AG Supply Co	21.71
27833	03/21/2013	GENERAL FUND	Volunteer Program	AG Supply Co	6.49
27833	03/21/2013	UTILITY WATER FUND	Operating Supply - New Connect	AG Supply Co	29.06
27834	03/21/2013	UTILITY GARBAGE FUND	Intergovernmental - Recycle	Allied Waste Services	11,720.98
27835	03/21/2013	UTILITY WATER FUND	Miscellaneous	AM Test	120.00
27836	03/21/2013	GENERAL FUND	Office/Operating Supplies	Associated Petroleum Products Inc	52.67
27836	03/21/2013	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	460.60
27836	03/21/2013	UTILITY SEWER FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	56.23
27836	03/21/2013	UTILITY WATER FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	211.82
27836	03/21/2013	CEMETERY FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	13.86
27836	03/21/2013	STREET FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	13.87
27836	03/21/2013	GENERAL FUND	Vehicle Maintenance	Associated Petroleum Products Inc	13.86
27837	03/21/2013	UTILITY WATER FUND	Operating Supply - New Connect	Bill's Blueprint	195.48
27837	03/21/2013	UTILITY SEWER FUND	Operating Supplies	Bill's Blueprint	159.45
27837	03/21/2013	STORMWATER UTILITY FUND	Operating Supplies	Bill's Blueprint	787.46
27838	03/21/2013	GENERAL FUND	Office/Operating - Mayor	D & J Industries	81.45
27839	03/21/2013	BUILDING MAINTENANCE FUND	Repair and Maintenance	Department of Labor & Industries	114.10
27840	03/21/2013	GENERAL FUND	Miscellaneous - Court Filing F	Evergreen District Court	503.81
27841	03/21/2013	BUILDING MAINTENANCE FUND	Ending Fund Balance	Eylanders Sales & Service Inc	412.68
27842	03/21/2013	GENERAL FUND	Communication	Frontier	37.63

27842	03/21/2013	STREET FUND	Communication	Frontier	37.63
27842	03/21/2013	UTILITY WATER FUND	Communication	Frontier	37.63
27842	03/21/2013	UTILITY SEWER FUND	Communication	Frontier	37.63
27842	03/21/2013	UTILITY GARBAGE FUND	Communication	Frontier	37.63
27842	03/21/2013	UTILITY SEWER FUND	Communication	Frontier	225.03
27843	03/21/2013	SEWER SYSTEM IMPROVEMENT FUND	Professional Service Engineeri	Gray & Osborne Inc.	175.04
27844	03/21/2013	UTILITY WATER FUND	Operating Supply - New Connect	Hach Company	1,943.89
27845	03/21/2013	GENERAL FUND	Legal - Litigation Fees	Kenyon Disend PLLC	2,030.92
27846	03/21/2013	GENERAL FUND	Travel and Seminars	Laura Koenig	82.49
27847	03/21/2013	UTILITY WATER FUND	Rentals	Mail Finance	202.87
27847	03/21/2013	UTILITY SEWER FUND	Rentals	Mail Finance	147.85
27847	03/21/2013	UTILITY GARBAGE FUND	Miscellaneous	Mail Finance	186.76
27847	03/21/2013	STORMWATER UTILITY FUND	Rentals	Mail Finance	195.18
27848	03/21/2013	GENERAL FUND	Office/Operating Supplies	Mister T's Trophies	16.91
27849	03/21/2013	UTILITY WATER FUND	Communication	Nextel Communications	7.28
27849	03/21/2013	UTILITY SEWER FUND	Communication	Nextel Communications	7.28
27849	03/21/2013	UTILITY GARBAGE FUND	Communication	Nextel Communications	7.29
27849	03/21/2013	STREET FUND	Communication	Nextel Communications	7.28
27849	03/21/2013	GENERAL FUND	Communication	Nextel Communications	7.28
27849	03/21/2013	UTILITY SEWER FUND	Communication	Nextel Communications	23.14
27849	03/21/2013	UTILITY SEWER FUND	Communication	Nextel Communications	23.14
27849	03/21/2013	UTILITY WATER FUND	Communication	Nextel Communications	36.41
27849	03/21/2013	UTILITY WATER FUND	Communication	Nextel Communications	23.14
27849	03/21/2013	UTILITY WATER FUND	Communication	Nextel Communications	4.63
27849	03/21/2013	UTILITY SEWER FUND	Communication	Nextel Communications	4.63
27849	03/21/2013	UTILITY GARBAGE FUND	Communication	Nextel Communications	4.62
27849	03/21/2013	GENERAL FUND	Communication	Nextel Communications	4.63
27849	03/21/2013	STREET FUND	Communication	Nextel Communications	4.63
27849	03/21/2013	UTILITY SEWER FUND	Communication	Nextel Communications	4.63
27849	03/21/2013	UTILITY SEWER FUND	Communication	Nextel Communications	4.63
27849	03/21/2013	UTILITY GARBAGE FUND	Communication	Nextel Communications	4.62
27849	03/21/2013	GENERAL FUND	Communication	Nextel Communications	4.63
27849	03/21/2013	STREET FUND	Communication	Nextel Communications	4.63
27849	03/21/2013	UTILITY WATER FUND	Communication	Nextel Communications	7.28
27849	03/21/2013	UTILITY SEWER FUND	Communication	Nextel Communications	7.28
27849	03/21/2013	UTILITY GARBAGE FUND	Communication	Nextel Communications	7.29
27849	03/21/2013	GENERAL FUND	Communication	Nextel Communications	7.28
27849	03/21/2013	STREET FUND	Communication	Nextel Communications	7.28
27849	03/21/2013	UTILITY WATER FUND	Communication	Nextel Communications	4.63

27849	03/21/2013	UTILITY SEWER FUND	Communication	Nextel Communications	4.63
27849	03/21/2013	UTILITY GARBAGE FUND	Communication	Nextel Communications	4.62
27849	03/21/2013	GENERAL FUND	Communication	Nextel Communications	4.63
27849	03/21/2013	STREET FUND	Communication	Nextel Communications	4.63
27849	03/21/2013	GENERAL FUND	Communication	Nextel Communications	23.14
27849	03/21/2013	GENERAL FUND	Communication	Nextel Communications	37.23
27849	03/21/2013	GENERAL FUND	Communication	Nextel Communications	23.14
27849	03/21/2013	GENERAL FUND	Office/Operating Supplies	Nextel Communications	8.78
27849	03/21/2013	UTILITY GARBAGE FUND	Communication	Nextel Communications	8.79
27849	03/21/2013	UTILITY SEWER FUND	Communication	Nextel Communications	8.78
27849	03/21/2013	UTILITY WATER FUND	Communication	Nextel Communications	8.79
27849	03/21/2013	UTILITY WATER FUND	Communication	Nextel Communications	8.78
27849	03/21/2013	STREET FUND	Communication	Nextel Communications	8.78
27849	03/21/2013	GENERAL FUND	Communication	Nextel Communications	8.78
27850	03/21/2013	UTILITY WATER FUND	Repair and Maintenance	Oasys Office Automation Systems	5.43
27850	03/21/2013	UTILITY SEWER FUND	Repair and Maintenance	Oasys Office Automation Systems	5.43
27850	03/21/2013	UTILITY GARBAGE FUND	Repair and Maintenance	Oasys Office Automation Systems	5.43
27850	03/21/2013	STORMWATER UTILITY FUND	Repair and Maintenance	Oasys Office Automation Systems	5.43
27850	03/21/2013	UTILITY WATER FUND	Repair and Maintenance	Oasys Office Automation Systems	5.43
27850	03/21/2013	GENERAL FUND	Office/Operating Supplies	Oasys Office Automation Systems	5.43
27851	03/21/2013	UTILITY WATER FUND	Office Supplies	Office Depot	1.04
37851	03/21/2013	UTILITY SEWER FUND	Office Supplies	Office Depot	1.03
27851	03/21/2013	UTILITY GARBAGE FUND	Office Supplies	Office Depot	1.04
27851	03/21/2013	STREET FUND	Office Supplies	Office Depot	1.03
27851	03/21/2013	GENERAL FUND	Office/Operating Supplies	Office Depot	4.14
27851	03/21/2013	UTILITY WATER FUND	Office Supplies	Office Depot	4.34
27851	03/21/2013	UTILITY SEWER FUND	Office Supplies	Office Depot	4.34
27851	03/21/2013	UTILITY GARBAGE FUND	Office Supplies	Office Depot	4.34
27851	03/21/2013	STREET FUND	Office Supplies	Office Depot	4.35
27851	03/21/2013	GENERAL FUND	Office/Operating Supplies	Office Depot	17.36
27852	03/21/2013	UTILITY SEWER FUND	Utilities	Office Depot	3,227.58
27853	03/21/2013	GENERAL FUND	Utilities	PUD	60.71
27853	03/21/2013	GENERAL FUND	Utilities	Puget Sound Energy	138.99
27853	03/21/2013	STREET FUND	Utilities	Puget Sound Energy	75.46
27853	03/21/2013	UTILITY WATER FUND	Water Service - Everett	Puget Sound Energy	75.46
27853	03/21/2013	UTILITY SEWER FUND	Utilities	Puget Sound Energy	75.46
27853	03/21/2013	UTILITY GARBAGE FUND	Utilities	Puget Sound Energy	75.46
27854	03/21/2013	UTILITY GARBAGE FUND	Miscellaneous	QCL, Inc.	26.00
27855	03/21/2013	UTILITY SEWER FUND	Services - Sludge Hauling	RH2 Engineering, Inc.	1,692.64
27856	03/21/2013	GENERAL FUND	Travel and Seminars	Steven Slawson	160.25
27857	03/21/2013	GENERAL FUND	Miscellaneous - Jail Fees	Snohomish County Corrections	2,336.09

Account Number	Date	Fund	Description	Amount
27858	03/21/2013	GENERAL FUND	Miscellaneous - Jail Fees	7.27
27859	03/21/2013	UTILITY GARBAGE FUND	Intergovernmental - Disposal F	13,702.00
27860	03/21/2013	GENERAL FUND	Travel and Seminars	35.00
27860	03/21/2013	UTILITY WATER FUND	Travel and Seminars	35.00
27861	03/21/2013	UTILITY WATER FUND	Operating Supply - New Connect	313.60
27862	03/21/2013	UTILITY WATER FUND	Miscellaneous	8.00
27862	03/21/2013	UTILITY SEWER FUND	Miscellaneous	8.00
27862	03/21/2013	UTILITY GARBAGE FUND	Miscellaneous	8.00
27862	03/21/2013	GENERAL FUND	Miscellaneous	6.00
27862	03/21/2013	GENERAL FUND	Travel and Seminars	507.06
27862	03/21/2013	GENERAL FUND	Travel and Seminars	169.02
27862	03/21/2013	GENERAL FUND	Travel and Seminars	169.02
27862	03/21/2013	STREET FUND	Travel and Seminars	84.51
27862	03/21/2013	UTILITY SEWER FUND	Travel and Seminars	84.51
27862	03/21/2013	GENERAL FUND	Travel and Seminars	50.88
27862	03/21/2013	STREET FUND	Travel and Seminars	24.94
27862	03/21/2013	GENERAL FUND	Travel and Seminars	10.00
27863	03/21/2013	GENERAL FUND	Bank Fees	6.00
27864	03/21/2013	GENERAL FUND	PB Travel and Seminars	3.33
27864	03/21/2013	GENERAL FUND	Bank Fees	231.75
27865	03/21/2013	GENERAL FUND	Vehicle Repair	21.35
27866	03/21/2013	GENERAL FUND	Travel and Seminars	33.00
28767	03/21/2013	LID GUARANTY AND BOND FUND	Professional Services	3,386.00
27868	03/21/2013	STORMWATER IMPROVEMENT FUND	Professional Service Engineeri	12,574.85
27868	03/21/2013	TIMBER RIDGE SETTLEMENT FUND	Professional - Legal	14,389.86
27869	03/21/2013	STREET IMPROVEMENT FUND	Sultan River Bridge Project	2,022.53
27870	03/21/2013	STREET IMPROVEMENT FUND	SBR Widening - Engineering	291.00
27871	03/21/2013	GENERAL FUND	Professional Services	

77,463.77

* Snohomish County Corrections
Snohomish County Finance
Tacoma City Treasurer
Tacoma City Treasurer
USA Blue Book
Visa
Wagley Creek Automotive, Inc
Kenneth Walker
Weed, Graafstra & Benson, Inc
WH Pacific
WH Pacific
WH Pacific
WH Pacific
WH Pacific
White Lightning Janitorial

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: C - 3

DATE: March 28, 2013

SUBJECT: Sultan Basin Road Phase III - Final Acceptance

CONTACT PERSON: Mick Matheson, P.E., Public Works Director 

ISSUE:

The issue before the City Council is final acceptance of Sultan Basin Road Phase III project as completed by Scarsella Brothers, Inc. and approving all change orders.

STAFF RECOMMENDATION:

Staff recommends accepting the Sultan Basin Road Phase III project as completed by Scarsella Brothers, Inc. and approving all change orders.

SUMMARY:

The council authorized the Mayor to sign a contract with Scarsella Brothers, Inc. not to exceed \$1,586,938.32 to construct the Sultan Basin Road Phase III project on June 30, 2011. The total amount paid to Scarsella Brothers was \$1,523,396.51.

There were ten change orders.

Change Order No.	Amount	Date	Description
1	0	8/6/2011	Allow acceptance of non-spec gravel borrow
2	<\$1,520.00>	9/8/2011	Allow non-spec gravel borrow to 35 minimum
3	<\$18,341.15>	10/27/2011	Intersection revisions
4	<\$36,128.99>	10/27/2011	Deleted water main due to casing issue
5	\$1,500.00	10/27/2011	Add Special crushed surfacing base course
6	\$2,401.25	11/10/2011	Added 12-inch pipe for drainage
7	\$3300.00	11/10/2011	Modify mulch type
8	\$122,073.90	4/9/2012	Add shoring
9	<\$16,688.00>	9/3/2012	Revised tie-in location for water line
10	<\$1,200.00>	11/19/2012	Deleted 2 nd & 3 rd year plant establishment

The net increase to the contract due to change orders was \$55,397.00, however many of the estimated quantities were less than planned which resulted in the construction project finishing \$63,541.81 under the contracted amount. The largest quantity change was for tons of gravel borrow (\$350,284.00 instead of \$387,150.00). Other estimated quantity differences were roadway excavation, traffic control, unanticipated site work, and more.

Change order number 3 involved intersection modifications at US2 that required revisions to the signal, channelization, structural earth wall, curbs and sidewalk to meet current WSDOT signal standards and to comply with current ADA standards. This resulted in the deletion of the curb, gutter and sidewalk at the southeast corner and deletion of the crosswalk east leg.

Change order number 4 involved deleting approximately 400 lineal feet of 10-inch water main, four (4) 10-inch gate valves, and one (1) 12-inch gate valve due to the lack of a casing that was erroneously shown as existing on the engineering drawings.

Change order number 8 was the result of an unanticipated condition due to unsuitable and unstable material encountered during construction of the Structural Earth Wall. This resulted in a need for shoring due to safety concerns and the potential for possible failure of US2.

Change order number 9 was a result of a water line design revision culminating in the deletion of 115 lineal feet 10-inch water main and a 10-inch gate valve. The water line revision was necessary because location of the new water line tie into the existing water line was moved.

FISCAL IMPACT:

The total cost of the project is the sum of the professional services provided by WHPacific for design and construction management, the street improvement project provided by Scarsella Brothers, Inc. and their subcontractors, WSDOT review and inspection, and services provided by Snohomish County PUD. The overall project is under budget by \$20,186.00 which will allow the City to bill WSDOT for time spent by Mr. Matheson, Ms. Dunn, and Mr. Williams to advance the project.

RECOMMENDED ACTION:

Staff recommends accepting the Sultan Basin Road Phase III project as completed by Scarsella Brothers, Inc. and approving all change orders.

SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

ITEM NO: A-1
DATE: March 28, 2013
SUBJECT: Resolution 13-01 Bill of Rights
CONTACT PERSON: Ken Walker, City Administrator

ISSUE:

The issue before the city council is to authorize the mayor to sign Resolution No. 13-01 adopting a citizen's and customer's Bill of Rights

SUMMARY:

The Bill of Rights is designed as a living document that addresses multiple aspects of the interaction between city staff and citizens and customers. The following areas are addressed in the Bill of Rights:

1. We understand that the city must work together with the citizens in cooperation if we are to successfully address the challenges faced today.
2. City employees and staff must provide quality service.
3. The city must meet the community values that residents demand.
4. Citizens needs must be met promptly.
5. Everyone must be treated with courtesy.
6. Information given must be accurate and timely.
7. All parties must be open to constructive feedback to improve the process.
8. City employees and staff must be accessible at all times.
9. Finally, city employees must be accountable for their actions at all times.

STAFF RECOMMENDATION:

Authorize the mayor to sign resolution No. 13-01 adopting a Bill of Rights for citizens and customers of the City of Sultan.

The purpose of Resolution 13-01 is to provide clearly written rights that customers and citizens can expect when dealing with the City of Sultan.

BACKGROUND:

The city has operated with a set of unwritten guidelines to this date. Customer service has been a focus of city employees, but nothing has been written down and codified up to this point.

Employees and staff have been instructed on how to treat the public, and close attention has been given to treating the public properly. The public's expectations may not have been understood at times, leading to possible miscommunication. The best way to alleviate potential problems is to establish clear objectives.

ALTERNATIVES:

1. Authorize the mayor to sign Resolution No. 13-01 adopting a Bill of Rights for the citizens and customers of the City of Sultan.
2. Make changes to the proposed Bill of Rights at the council meeting prior to authorizing the mayor to sign Resolution No. 13-01. This alternative implies the city council would like to make minor amendments prior to adoption.
3. Do not authorize the mayor to sign Resolution No. 13-01 and direct staff to areas of concern. This action indicates the city council has questions or concerns that need to be addressed prior to adopting a set of cemetery rules and regulations.

FISCAL IMPACT:

There is no fiscal impact associated with the adoption of Resolution No. 13-01. The purpose of the ordinance is to provide clear policy direction to city staff regarding the interaction with citizens and customers.

RECOMMENDED ACTION:

Authorize the mayor to sign resolution No. 13-01 adopting a customer's Bill of Rights. This alternative implies that the city council supports continued usage of unwritten guidelines.

**CITY OF SULTAN
WASHINGTON
RESOLUTION 13-01**

**A RESOLUTION OF THE CITY OF SULTAN, WASHINGTON
ESTABLISHING A CITIZENS AND CUSTOMERS BILL OF
RIGHTS**

WHEREAS, citizens and customers of the City of Sultan clearly possess certain rights and privileges; and

WHEREAS, these rights and privileges are unwritten; and

WHEREAS, it is in the best interest of the citizens and customers of the City of Sultan to have these rights clearly defined; and

WHEREAS, it is incumbent upon the City of Sultan to proclaim and publish these rights that it recognizes as belonging to its citizens and customers,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SULTAN, WASHINGTON, DOES RESOLVE AS FOLLOWS: To adopt the following Customer Bill of Rights and direct Staff to post and display the Customer Bill of Rights conspicuously and to provide a copy to the residents of the City of Sultan.

CUSTOMER BILL OF RIGHTS

THE CITY PLEDGES TO HONOR YOUR RIGHTS:

TO A PARTNERSHIP: We will support a philosophy of building a partnership with citizens and customers. We will develop solutions focused on the overall benefits to the community, not just individuals. Although we may not always agree on a particular solution or issue, we will always listen to you.

TO QUALITY SERVICE: We will provide quality service consistent with established community values and standards. You will receive service from knowledgeable, competent and cooperative staff. Employees will be empowered to address all your issues and requests.

TO A CITY ORGANIZATION DEDICATED TO COMMUNITY VALUES: You can expect qualified employees dedicated to the ideals and values of Sultan.

TO PROMPT ATTENTION: We will provide prompt and reliable attention. If immediate attention is not quite possible your need will be acknowledged within 24 business hours and you will be told when your need will be met and by whom.

TO COURTESY: You will always be treated with courtesy, respect and in a professional manner. Likewise, we will also expect to be treated with respect.

TO ACCURATE INFORMATION: We will provide complete and accurate information in a timely manner.

TO PROVIDE AND RECEIVE FEEDBACK: You have a right to provide us with your feedback and to receive the results of such feedback. We respect you and appreciate your thoughts, concerns, suggestions and opinions.

TO ACCESSIBILITY: Any City employee can assist you, but we will find who is most knowledgeable. Information and resources will be easily accessible.

TO ACCOUNTABILITY: We will take responsibility for our actions. If we can not completely fulfill your request we will explain why and provide any alternatives. If a mistake was made, we will acknowledge the error and take steps to correct it.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____
DAY OF _____, 2013.

CITY OF SULTAN

Carolyn Eslick, Mayor

ATTEST/AUTHENTICATED:

Laura Koenig, City Clerk

Approved as to form:

Ann Marie Soto, City Attorney

Passed by the City Council:
Resolution No.:
Date Posted:

SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

ITEM NO: A-1
DATE: March 28, 2013
SUBJECT: Resolution 13-01 Bill of Rights
CONTACT PERSON: Ken Walker, City Administrator

ISSUE:

The issue before the city council is to authorize the mayor to sign Resolution No. 13-01 adopting a citizen's and customer's Bill of Rights

SUMMARY:

The Bill of Rights is designed as a living document that addresses multiple aspects of the interaction between city staff and citizens and customers. The following areas are addressed in the Bill of Rights:

1. We understand that the city must work together with the citizens in cooperation if we are to successfully address the challenges faced today.
2. City employees and staff must provide quality service.
3. The city must meet the community values that residents demand.
4. Citizen's needs must be met promptly.
5. Everyone must be treated with courtesy.
6. Information given must be accurate and timely.
7. All parties must be open to constructive feedback to improve the process.
8. City employees and staff must be accessible at all times.
9. Finally, city employees must be accountable for their actions at all times.

STAFF RECOMMENDATION:

Authorize the mayor to sign resolution No. 13-01 adopting a Bill of Rights for citizens and customers of the City of Sultan.

The purpose of Resolution 13-01 is to provide clearly written rights that customers and citizens can expect when dealing with the City of Sultan.

BACKGROUND:

The city has operated with a set of unwritten guidelines to this date. Customer service has been a focus of city employees, but nothing has been written down and codified up to this point.

Employees and staff have been instructed on how to treat the public, and close attention has been given to treating the public properly. The public's expectations may not have been understood at times, leading to possible miscommunication. The best way to alleviate potential problems is to establish clear objectives.

ALTERNATIVES:

1. Authorize the mayor to sign Resolution No. 13-01 adopting a Bill of Rights for the citizens and customers of the City of Sultan.
2. Make changes to the proposed Bill of Rights at the council meeting prior to authorizing the mayor to sign Resolution No. 13-01. This alternative implies the city council would like to make minor amendments prior to adoption.
3. Do not authorize the mayor to sign Resolution No. 13-01 and direct staff to areas of concern. This action indicates the city council has questions or concerns that need to be addressed prior to adopting a set of cemetery rules and regulations.

FISCAL IMPACT:

There is no fiscal impact associated with the adoption of Resolution No. 13-01. The purpose of the resolution is to provide clear policy direction to city staff regarding the interaction with citizens and customers.

RECOMMENDED ACTION:

Authorize the mayor to sign resolution No. 13-01 adopting a customer's Bill of Rights. This alternative implies that the city council supports implementation of written guidelines.

**CITY OF SULTAN
WASHINGTON
RESOLUTION 13-01**

**A RESOLUTION OF THE CITY OF SULTAN, WASHINGTON
ESTABLISHING A CITIZENS AND CUSTOMERS BILL OF
RIGHTS**

WHEREAS, citizens and customers of the City of Sultan clearly possess certain rights and privileges; and

WHEREAS, these rights and privileges are unwritten; and

WHEREAS, it is in the best interest of the citizens and customers of the City of Sultan to have these rights clearly defined and in writing; and

WHEREAS, it is incumbent upon the City of Sultan to proclaim and publish these rights that it recognizes as belonging to its citizens and customers,

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TO PROVIDE AND RECEIVE FEEDBACK: You have a right to provide us with your feedback and to receive the results of such feedback. We respect you and appreciate your thoughts, concerns, suggestions and opinions.

TO ACCESSIBILITY: Any City employee can assist you, but we will find who is most knowledgeable. Information and resources will be easily accessible.

TO ACCOUNTABILITY: We will take responsibility for our actions. If we can not completely fulfill your request we will explain why and provide any alternatives. If a mistake was made, we will acknowledge the error and take steps to correct it.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____
DAY OF _____, 2013.

CITY OF SULTAN

Carolyn Eslick, Mayor

ATTEST/AUTHENTICATED:

Laura Koenig, City Clerk

Approved as to form:

Ann Marie Soto, City Attorney

Passed by the City Council:
Resolution No.:
Date Posted:

CITY OF SULTAN
AGENDA ITEM COVER SHEET

ITEM: A-2

DATE: March 28, 2013

SUBJECT: Rural Town Centers and Corridors Grant Application

CONTACT PERSON: Donna Murphy Grants and Economic Development Coordinator

ISSUE:

Puget Sound Regional Council (PSRC) has called for grant applications for the Rural Town Centers and Corridors Grant Program.

STAFF RECOMMENDATION:

Motion to direct staff to apply for a Rural Town Centers and Corridors Grant to fund a section of sidewalk on the east side of Sultan Basin Road and direct the Mayor to sign the necessary documents to submit the grant application.

SUMMARY STATEMENT:

The Rural Town Centers and Corridors Grant Program is a biannual grant that was created by the Puget Sound Regional Council in 2003. The objective of the program is to provide financial incentives and assistance to bring together rural towns, counties and state rural highway corridor interests. The improvements are to address safety, mobility, better centers access and circulation and related centers and/or corridors improvements.

The Sultan Basin Road is functionally classified as a "Minor Collector" corridor, and is eligible for this grant program. It is also one of the main arteries to Sultan's Industrial Park, a vital job center in Sultan and Snohomish County Community Transit's Park and Ride, as well as east and west bound US 2.

This grant, if funded, will fill in a missing gap in the sidewalk system on the east side of Sultan Basin Road.

Parametrix, an engineering firm in Bellevue, provided a cost estimate and scope of work for this project at no cost to the City. The total project cost to design and construct approximately 350 lineal feet of sidewalk with curbs, gutters and associated drainage improvement is estimated at \$341,129.

FISCAL IMPACTS: This grant program requires a 13.5% match that the City will request from the Transportation Improvement Board. This request from TIB has historically been approved.

Attachment A: 2013 Rural Town Centers & Corridors Program – Grant Application

Project Application Form
Due to Countywide Forums: March 29, 2013
(Projects to be reviewed by countywide forums for submittal to regional competition)

Project Application Form
Due to PSRC: May 24, 2013
(Projects selected from the countywide forum for regional competition)

2013 Rural Town Centers & Corridors Program PSRC Grant Application

****Please read this section before completing the application****

The importance of complete and accurate information on every application cannot be overemphasized. The review and evaluation of all submitted projects will be based on the answers provided in this application. A project's suitability for competing regionally may be compromised if the application is found to have omissions or inaccuracies.

Sponsors of projects recommended for funding as a result of the competition should be aware that information provided on this application will be used in the future to monitor compliance with PSRC's adopted project tracking policies. It is also important to remember that funds are awarded to projects, not agencies. Please refer to PSRC's website for more information on the project tracking program: www.psrc.org/transportation/tip/tracking.

Deadlines: Sponsors interested in competing for funds from the regional Rural Town Centers and Corridors (RTCC) Program must first complete this application and submit it to their respective countywide organizations for review and potential selection (Part 1) for participation in the regional competition by **12:00pm Friday, March 29, 2013**.

The twelve (12) projects selected for the regional competition (Part 2) by their ^{ICC} respective countywide organizations must then submit their completed application to PSRC by **1:00pm Friday, May 24, 2013** for participation in the regional competition.

Electronic copies of all applications are required. **Email completed applications as attachments to: tipapp@psrc.org** Please enter RTCC in your email's subject line to ensure that these applications can be easily differentiated from other communications received.

It is important to provide complete, detailed responses, but please be as concise as possible. Additional supporting information such as maps and other diagrams are encouraged, but other attachments such as comprehensive plan materials are unnecessary. **Please note: the project budget spreadsheet is a required attachment**; more information is found at question 13c.

If you are unable to email the application, please mail a paper copy to the address below. **Applications should be no more than 18 pages**, plus maps and/or other required supporting documentation.

For all other correspondence or information related to the RTCC program, contact:

Jeff Storrar
Puget Sound Regional Council
1011 Western Avenue
Seattle, WA 98104
(206) 587-4817

PROJECT IDENTIFICATION and DESCRIPTION

Questions 1 – 9 required for ALL Applications – CAPITAL applications should also complete question 10

1	<p>PROJECT TITLE:</p> <p>Indicate below whether this project application is for a PLANNING or CAPITAL project.</p> <p><input type="checkbox"/> PLANNING <input type="checkbox"/> CAPITAL</p>	
2	<p>TRANSPORTATION 2040 ID#</p> <ul style="list-style-type: none"> • Multiple Transportation 2040 projects may be identified, if appropriate. If so, please separate the IDs with a comma. • Some projects may be below the threshold for assignment of a Transportation 2040 ID number, and are therefore exempt from this process. Please confirm ID with PSRC staff before entering "N/A" in this field. <p>a. What is the project's Transportation 2040 status?</p> <p>For assistance in identifying the Transportation 2040 ID number and status, contact Kimberly Scrivner at kscrivner@psrc.org or (206) 971-3281 or refer to www.psrc.org/transportation/t2040/projects-and-approval/.</p>	
3	<p>LEAD AND PARTNERSHIP AGENCIES</p> <p>Lead Sponsor Agency</p> <p>List Applicable Partnership Agencies Involved:</p> <p>Project sponsors are reminded they are expected to partner with the appropriate county(s), cities, WSDOT, and any other jurisdictions that might have an interest in a proposed corridor study or be directly affected by implementation of the proposed project.</p>	
4	<p>Does sponsoring agency have "Certification Acceptance" status from WSDOT? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>For more information on Certification Acceptance and to find a listing of current CA agencies, please refer to www.wsdot.wa.gov/LocalPrograms/LAG/CA.htm.</p> <p>If not, which agency will serve as CA sponsor?</p>	
5	<p>PROJECT APPLICATION CONTACT PERSON(S):</p> <p>Primary contact:</p> <p>Address:</p> <p>Phone:</p> <p>Email:</p>	<p>Alternate Contact:</p> <p>Address:</p> <p>Phone:</p> <p>Email:</p>
6	<p>PROJECT DESCRIPTION</p> <p>Please distinguish between the scope of the project and the justification and/or need for the project.</p> <p>a. Project scope: Please describe clearly and concisely the individual components of the project. What will be the specific outcome of this project? What will be built, purchased or provided with this grant request? For example, if this is part of a larger project, please be specific as to what portion on which the grant funds will be used.</p> <p>b. Project justification, need or purpose: Please explain the intent, need or purpose of this project. What is the goal or desired outcome?</p>	

7	<p>PROJECT LOCATION DATA</p> <p>Project Location and Length:</p> <p>a. County:</p> <p>b. Crossroad/landmark nearest to beginning of project:</p> <p>c. Crossroad/landmark nearest to end of project:</p> <p>d. Length of project in miles:</p> <p>e. Do sidewalks exist in center(s)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Safety Data:</p> <p>f. Is corridor or any portion(s) of the corridor listed by WSDOT as High Accident Corridor (HAC)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>g. IF YES, indicate corridor's history of number of accidents for latest three year period by type of accident: (please attach applicable accident records)</p> <table border="0"> <tr> <td># of property damage-only accidents:</td> <td># of Injuries:</td> <td># of fatalities:</td> </tr> </table> <p><i>If needed, list additional accident data for another HAC in overall corridor:</i></p> <table border="0"> <tr> <td># of property damage-only accidents:</td> <td># of Injuries:</td> <td># of fatalities:</td> </tr> </table> <p>h. Is proposed location of CAPITAL project listed by WSDOT as High Accident Location (HAL)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>i. If Yes, indicate history of location's accidents for latest three year period by type of accident:</p> <table border="0"> <tr> <td># of property damage-only accidents:</td> <td># of Injuries:</td> <td># of fatalities:</td> </tr> </table> <p>Traffic Volumes:</p> <p>If data is available, indicate average daily traffic (ADT) for proposed project by:</p> <p>j. Highest ADT in corridor/corridor segment (If weekday volumes NOT higher than weekend, note both, i.e., #weekday/#weekend):</p> <p>k. Highest ADT in project center (if more than one center, use volume of highest center and note center's name):</p>	# of property damage-only accidents:	# of Injuries:	# of fatalities:	# of property damage-only accidents:	# of Injuries:	# of fatalities:	# of property damage-only accidents:	# of Injuries:	# of fatalities:
# of property damage-only accidents:	# of Injuries:	# of fatalities:								
# of property damage-only accidents:	# of Injuries:	# of fatalities:								
# of property damage-only accidents:	# of Injuries:	# of fatalities:								
8	<p>MAP</p> <p>1. Include a legible 8½" x 11" map of the proposed study corridor (if PLANNING project) or a map indicating project limits (if CAPITAL project).</p> <p>2. Include a legible vicinity map of general area of study or construction project.</p>									
9	<p>FEDERAL FUNCTIONAL CLASSIFICATION CODE</p> <p>Please select only one code using the table below the explanation.</p> <p>Important: A roadway must be confirmed as being on the <u>approved</u> federally classified roadway system before a CAPITAL project proposing improvements on such roadway may use federal transportation funds (this includes proposed new facilities). Projects on a roadway with a "local" functional classification of 09, 19, 29, or 39 are not eligible to use federal transportation funds unless one of the exceptions below applies. If your project is an exception, identify its functional class code as "00."</p> <p><u>Examples of Exceptions:</u></p> <ul style="list-style-type: none"> • Any bicycle and/or pedestrian project. • Any transit project, including equipment purchase and park-and-ride lot projects <p>For more information on functional classification, please refer to www.wsdot.wa.gov/mapsdata/travel/hpms/functionalclass.htm. For assistance determining functional classification, contact Stephanie Rossi at rossi@psrc.org or 206-971-3054.</p>									

	Rural Functional Classifications "Under 5,000 population" (Outside federal-aid urbanized and federal-aid urban areas)	Urban Functional Classifications "Over 5,000 population" (Inside federal-aid urbanized and federal-aid urban areas)
	<input type="checkbox"/> 00 Exception <input type="checkbox"/> 01 Principal Arterial - Interstate <input type="checkbox"/> 02 Principal Arterial <input type="checkbox"/> 06 Minor Arterial <input type="checkbox"/> 07 Major Collector <input type="checkbox"/> 08 Minor Collector <input type="checkbox"/> 09 Local Access <input type="checkbox"/> 21 Proposed Principal Arterial – Interstate <input type="checkbox"/> 22 Proposed Principal Arterial <input type="checkbox"/> 26 Proposed Minor Arterial <input type="checkbox"/> 27 Proposed Major Collector <input type="checkbox"/> 28 Proposed Minor Collector <input type="checkbox"/> 29 Proposed Local Access	<input type="checkbox"/> 00 Exception <input type="checkbox"/> 11 Principal Arterial – Interstate <input type="checkbox"/> 12 Principal Arterial – Expressway <input type="checkbox"/> 14 Principal Arterial <input type="checkbox"/> 16 Minor Arterial <input type="checkbox"/> 17 Collector <input type="checkbox"/> 19 Local Access <input type="checkbox"/> 31 Proposed Principal Arterial – Interstate <input type="checkbox"/> 32 Proposed Principal Arterial – Expressway <input type="checkbox"/> 34 Proposed Principal Arterial <input type="checkbox"/> 36 Proposed Minor Arterial <input type="checkbox"/> 37 Proposed Collector <input type="checkbox"/> 39 Proposed Local Access

PLAN CONSISTENCY and COMPATIBILITY INFORMATION

All projects must be consistent with a comprehensive plan that has been certified by PSRC as being consistent with the Growth Management Act, VISION 2040 and Transportation 2040. Projects must be consistent with the comprehensive plan of each jurisdiction in which the project is located. If a comprehensive plan has not been certified, projects located in that jurisdiction may not be included in the Regional TIP. For more information, please refer to www.psrc.org/growth/planreview or contact Yorik Stevens-Wajda at (206) 464-6179 or YStevens-Wajda@psrc.org.

10

Is the project specifically identified in a local comprehensive plan?

- Yes. Indicate (1) plan name, (2) relevant section(s), and (3) page number where it can be found:
- No. Describe how the project is consistent with the applicable local comprehensive plan, citing specific local policies and provisions the project supports. Please include the actual text of all relevant policies or information on where it can be found, e.g. the policy document name and page number.

ADDITIONAL PROJECT EVALUATION INFORMATION

Indicate below whether this project application is for a **PLANNING** or **CAPITAL** project and follow the corresponding instructions:

- Planning Project: Complete section 11 and proceed to section 13.
- Capital Project: Complete section 12 and proceed to section 13.

11

Planning Projects: Please answer the following questions:

a) Local and Regional Policy Support

- How does the study either 1) support adopted policies for the rural town center(s) in the comprehensive plans of the respective local jurisdiction(s) or 2) advance the current vision for the rural town center(s)? If supporting adopted policies, please provide citations and a copy of the appropriate page(s) from the plan or policies with your application.
- What steps will be taken in the planning process to ensure that the project fits the intended

character of the rural town center or area in which the corridor resides to help better define or provide a clear distinction between rural corridor and rural centers? For instance, will a context sensitive design approach be used that considers preserving the aesthetic, cultural, and environmental resources of the subject area?

- If the project is interjurisdictional in nature, have the appropriate partners been identified and the actions to work together and coordinate on project components been developed?

b) Mobility, Accessibility, and Safety

- What is being addressed by the planning study and what intended impact is it to have on the center(s), such as remedying an existing safety or other transportation problem in the center(s) or along the corridor?
- Does the planning project propose to study improvements or strategies that provide better access to the center(s) from adjacent communities or significantly improve circulation within a center by filling a missing link and/or removing barriers to community mobility?
- Will the planning project address the provision of multimodal improvements that benefit a range of travel modes and user groups either accessing the center(s) or using the corridor?
- Will the planning project study improvements that provide an improved or enhanced pedestrian-oriented environment in the center or along the corridor to the center (s)?
- Will the planning project cover improvements or strategies that contribute to transportation demand management and commute trip reduction opportunities?

c) System Performance and Innovative Solutions

- Will the improvements or strategies in the planning study include improvements that work to increase system reliability and efficiency of travel flows in the center, along a corridor, or both? If yes, will this address time savings for moving freight and goods?
- What will be the timeframe associated with the planning study? Specifically, will the study provide a long-term solution to maximize the efficiency of the transportation system within the rural center or along the connecting rural corridor?
- Does the planning project propose to include studying any particularly innovative facilities or traffic operational concepts?

d) Environmental Justice benefits

- To the degree applicable, please add a brief comment describing how the planning study would address providing access for minority, low-income, and other protected classes, as identified in the President's Order for Environmental Justice. (5 points)

12

Capital Projects: Please answer the following questions:

a) Local and Regional Policy Support

- How will the project help the rural town center develop in a manner consistent with the adopted policies or comprehensive plans of the respective local jurisdiction(s)? Please provide citations and copy of the appropriate page(s) from the plan or policies with your application.

- Will the project fit the intended character of the local center or area in which the corridor resides to help better define or provide a clear distinction between rural corridor and rural centers? For instance, does the project include context sensitive design elements that consider preserving the aesthetic, cultural, and environmental resources of the subject area?

b) Mobility, Accessibility, and Safety

- What is the project addressing within the rural town center or along the corridor, and what impact will the project have on the center(s), such as remedying an existing safety or other transportation problem in the center(s) or along the corridor (e.g., vehicular, pedestrian or bicycle safety, congestion, incomplete nonmotorized system, inadequate stops/pullouts for transit service or facilities, etc.
- Will the project provide better access to the center(s) from adjacent communities or significantly improve circulation within a center by filling a missing link and/or removing barriers to community mobility?
- Will the project be multimodal in nature and benefit a range of travel modes and user groups either accessing the center(s) or using the corridor?
- Will the project help improve or enhance a pedestrian-oriented environment in the center or along the corridor to the center(s)?
- Does the project provide alternatives to driving alone, contributing to transportation demand management and commute trip reduction opportunities?

c) System Performance and Innovative Solutions

- Will the project result in more reliable and efficient travel flows in the center, along a corridor, or both? If yes, will the project result in time savings for moving freight and goods?
- Will the project provide a long-term solution to maximize the efficiency of the transportation system within the rural center or along the connecting rural corridor?
- Does the project include any particularly innovative facilities or traffic operational concepts?

d) Environmental Justice benefits

- To the degree applicable, please add a brief additional comment describing how the project provides access for minority, low-income, and other protected classes, as identified in the President's Order for Environmental Justice.

PROJECT READINESS AND FINANCING

There are two parts to this section, with specific questions for each part identified below: the project's readiness to obligate PSRC funds, and the project's financial plan. The primary objective of the evaluation is to determine whether a sponsor has assembled all of the funding needed to complete the project or phase(s), and when the sponsor will be ready to obligate the requested regional funding. All questions must be completely and accurately filled out in order for this information to be properly assessed. The information will be used to determine:

- When the sponsor can complete all prerequisites needed to obligate the requested PSRC funding.
- When the sponsor plans to obligate requested PSRC funding.
- The amount and source of secured funding for the project.
- The amount and source of reasonably expected but unsecured funding for the project.
- Whether PSRC's federal funds will complete the project or a phase of the project.

13

Financial Plan (APPLICABLE TO BOTH CAPITAL AND PLANNING PROJECTS)

Identify the amount of PSRC funds for which you are applying. Indicate the phase(s) requested and the estimated obligation date. Per PSRC's project tracking policies adopted in April 2010, if awarded PSRC's FHWA funds, planning and preliminary engineering/design phases are expected to obligate within the year designated; right of way, construction and/or other phases will receive a one-year grace period beyond the year designated. For more information on PSRC's project tracking program, please go to www.psrc.org/transportation/tip/tracking.

Required Match: A minimum of 13.5% match is required for Surface Transportation Program funds.

13a. Identify the amount requested by phase, and identify the estimated date of obligation.

<u>Phase</u>	<u>Amount</u>	<u>Estimated Date of Obligation</u>
[select phase]		
[select phase]		
[select phase]		

13b. Identify the project phases that will be fully completed if requested funding is obtained:

13c. Project Budget and Schedule

In this section you will be asked to provide information on the financial budget and schedule for the entire project. The required table to provide this information is a separate Excel spreadsheet which you will need to download from PSRC's website at www.psrc.org/funding/rural. Attach the completed spreadsheet, along with this application, to the email submitted to countywide forums and PSRC, if selected to compete in the regional competition.

Please provide information on the financial budget and schedule for the entire project, with amounts and sources of both secured and unsecured funds, by phase. Include all phases in the project, from start to finish, and indicate when each phase will be completed. The requested PSRC funds identified above (13a) must also be reflected in the table. Use as many rows per phase as necessary to reflect the financial plan for each phase.

14

Project Readiness (APPLICABLE TO CAPITAL PROJECTS ONLY)

PSRC recognizes that the complexity of some projects can trigger a variety of prerequisites that must

be satisfied before federal funding is typically eligible to obligate. These questions are designed to identify those requirements and assist sponsors to:

- Identify which obligation prerequisites and milestones apply to their specific project.
- Identify which of these have already been satisfied at time of application.
- Provide an explanation and realistic completion date for all obligation prerequisites and milestones not yet completed.

In the section below, sponsors will be asked to provide complete information on the status of necessary milestones for the project seeking PSRC funds. Past experience has shown that delays in one phase often result in a delay to subsequent phases. PSRC's project tracking policies require that funds be obligated within a set timeframe or be returned for redistribution. Consequently, sponsors are encouraged to carefully consider the complexity of their project and develop a project schedule that is realistic.

Based on the phase(s) for which PSRC funds are being requested, please answer the questions below. If funds are requested for Planning or Preliminary Engineering/Design only, this section is not required.

14a. If funds are requested for Right of Way:

14a-1: What is the status of Preliminary Engineering/Design?

- Is the PE/Design phase complete? [yes/no]
- If not, identify all relevant milestones, including the current status and estimated completion date of each. For example:
 - What is the level of environmental documentation under the National Environmental Policy Act (NEPA) for this project?
 - Environmental Impact Statement (EIS)
 - Environmental Assessment (EA)
 - Documented Categorical Exclusion (DCE)
 - Categorical Exclusion (CE)
 - Has the NEPA documentation been approved? Please provide the date of approval, or the anticipated date of completion.
 - At what stage of completion is your design?
 - Have Preliminary Plans been submitted to WSDOT for approval?
 - If not, when is this milestone scheduled to be complete?
 - When are Preliminary Plans expected to be approved?
 - Are there any other PE/Design milestones not listed above? Please identify and provide estimates dates of completion.

14a-2: What is the status of Right of Way?

- How many parcels do you need?
- What is the zoning in the project area (e.g., commercial, residential, etc.)?
- Discuss the extent to which your schedule reflects the possibility of condemnation and the actions needed to pursue this.
- Does your agency have experience in conducting right of way acquisitions of similar size and complexity?
- If not, when do you expect a consultant to be selected, under contract, and ready to start?

- Identify all relevant right of way milestones, including the current status and estimated completion date of each. For example:
 - True cost estimate of Right of Way
 - Right of Way Plans (stamped)
 - Relocation Plan (if applicable)
 - Right of Way Certification
 - Right of Way Acquisition

	<ul style="list-style-type: none"> ○ Certification Audit by WSDOT Right of Way Analyst ○ Relocation Certification, if applicable <p>14b. If funds are requested for Construction:</p> <p>Complete sections 14a-1 and 14a-2 above, and complete 14b below.</p> <p>14b: What is the status of the milestones for the construction phase?</p> <ul style="list-style-type: none"> ○ Do you have an Engineer's Estimate? Please provide a copy if available. ○ Identify the environmental permits needed for the project and when they are scheduled to be acquired. ○ Is PS&E approved? Please provide the date of approval, or the date when PS&E is scheduled to be submitted for approval. ○ When is the project scheduled to go to ad? <p>Note: for projects awarded PSRC funds through this competition, the information provided above for each milestone will be incorporated into the project's Progress Report for future monitoring, as part of PSRC's project tracking program.</p>
OTHER CONSIDERATIONS (NO POINTS)	
15	<p>Please describe any additional aspects of your project not previously addressed in the application that could be relevant to the final project recommendation and decision-making process, particularly those relating to the support of rural town centers and corridors. Note: no points will be given to this section.</p>

REMINDER: When you submit this application, please remember to also attach the Project Budget and Schedule spreadsheet and any maps or other project schematics, if applicable.

SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

ITEM NO: A-3
DATE: March 28, 2013
SUBJECT: Skillings Connolly, Inc. Consultant Agreement for Professional Services – Sultan Basin Road Overlay
CONTACT PERSON: Mick Matheson, P.E. – Public Works Director 

ISSUE:

The issue before the council is to authorize the Mayor to sign a contract with Skillings Connolly, Inc. to provide environmental, professional engineering and construction management services necessary to design and build the Sultan Basin Road Overlay improvements.

The fee to complete these services is not to exceed \$60,698.03 without prior written authorization by the City Council. This fee includes a \$2,345.83 Management Reserve Fund.

STAFF RECOMMENDATION:

Authorize the Mayor to sign a contract with Skillings Connolly, Inc. to provide environmental, professional engineering and construction management services necessary to design and build the Sultan Basin Road Overlay improvements for an amount not to exceed \$60,698.30 without prior written authorization by the City Council.

SUMMARY:

The City of Sultan has recently received grant funding for the design and construction of overlay improvements, ADA ramp upgrades, and channelization of Sultan Basin Road . Minor adjustments to stormwater catch basin rims and manholes are anticipated. The project limits start approximately 325 feet north of the intersection with 137th Place SE, and extend approximately 1,450 lineal feet south. The City has received the following grants:

Grant Source	
Surface Transportation Program (STP) Fund	\$255,547
Transportation Improvement Board (TIB) - (required match)	\$39,883
Total	\$295,430

City staff invited three engineering consulting firms to prepare a Letter of Interest. All three consulting firms responded. The firms in alphabetical order were:

- Blueline Group
- Lochner
- Skillings Connolly

All three firms were interviewed by Sam Schuyler (WSDOT Local Agency Engineer) and Public Works Director Mick Matheson. As this is a federally funded project and WSDOT is the City of Sultan's Certified Agent, Mr. Schuyler is required to be a key member in the consultant selection process.

Skillings Connolly, Inc was selected as the most qualified consulting engineering firm for this project.

FISCAL IMPACT:

The design and construction management services to be provided by Skillings Connolly, Inc. will be covered by the Surface Transportation Program and Transportation Improvement Board grants.

ALTERNATIVES:

1. Authorize the Mayor to sign a contract with Skillings Connolly, Inc. to provide environmental, professional engineering and construction management services necessary to design and build the Sultan Basin Road Overlay improvements for an amount not to exceed \$60,698.30 without prior written authorization by the City Council.
2. Do not authorize the Mayor to sign a contract with Skillings Connolly and direct staff to areas of concern.

RECOMMENDED ACTION:

Authorize the Mayor to sign a contract with Skillings Connolly, Inc. to provide environmental, professional engineering and construction management services necessary to design and build the Sultan Basin Road Overlay improvements for an amount not to exceed \$60,698.30 without prior written authorization by the City Council.

ATTACHMENTS:

Attachment A: Local Agency Standard Consultant Agreement



5016 Lacey Boulevard SE, Lacey, Washington 98503
 (360) 491-3399 (800) 454-7545 Fax (360) 491-3857
 www.skillings.com

LETTER OF TRANSMITTAL

To: Mr. Mick Matheson
 Public Works Director
 City of Sultan
 PO Box 1199
 Sultan, WA 98294-1199

Date: March 20, 2013

Project Number: 12137

Re: Sultan Basin Overlay

WE ARE SENDING YOU THE FOLLOWING ITEMS:		
COPIES	DATE	DESCRIPTION
2	03/20/2013	Signed Originals of LAG Agreement

THESE ARE TRANSMITTED For your information For action specified below For review and comment For your use As requested

REMARKS:

Please add a completion date to the Agreements.
 Once the documents have been signed, please return a fully executed copy to me for my files.
 Thank you.

Copies to: Signed: Gloria B. Walkley, Contracts Administrator

If enclosures are not as noted, kindly notify us at once.

Local Agency Standard Consultant Agreement	Consultant/Address/Telephone Skillings Connolly, Inc. PO Box 5080 5016 Lacey Blvd. SE Lacey, WA 98509	
<input checked="" type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement	Project Title and Work Description Sultan Basin Overlay	
Agreement Number 12137	DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____%	
Federal Aid Number	Federal ID Number or Social Security Number 91-1212924	
Agreement Type (Choose one) <input type="checkbox"/> Lump Sum Lump Sum Amount \$ _____ <input type="checkbox"/> Cost Plus Fixed Fee Overhead Progress Payment Rate _____% Overhead Cost Method <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____% <input type="checkbox"/> Fixed Rate _____% Fixed Fee \$ _____ <input checked="" type="checkbox"/> Specific Rates Of Pay <input checked="" type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> Cost Per Unit of Work	Do you require a 1099 for IRS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Completion Date
		Total Amount Authorized \$ 58,941.56
		Management Reserve Fund <u>2,404.76</u>
		Maximum Amount Payable \$ <u>61,346.32</u>

Index of Exhibits (Check all that apply):

- | | |
|--|--|
| <input checked="" type="checkbox"/> Exhibit A-1 Scope of Work | <input checked="" type="checkbox"/> Exhibit G-3 Sub Overhead Costs |
| <input type="checkbox"/> Exhibit A-2 Task Order Agreement | <input checked="" type="checkbox"/> Exhibit H Title VI Assurances |
| <input type="checkbox"/> Exhibit B-1 DBE Utilization Certification | <input checked="" type="checkbox"/> Exhibit I Payment Upon Termination of Agreement |
| <input checked="" type="checkbox"/> Exhibit C Electronic Exchange Data | <input checked="" type="checkbox"/> Exhibit J Alleged Consultant Design Error Procedures |
| <input type="checkbox"/> Exhibit D-1 Payment - Lump Sum | <input checked="" type="checkbox"/> Exhibit K Consultant Claim Procedures |
| <input type="checkbox"/> Exhibit D-2 Payment - Cost Plus | <input type="checkbox"/> Exhibit L Liability Insurance Increase |
| <input checked="" type="checkbox"/> Exhibit D-3 Payment - Hourly Rate | <input checked="" type="checkbox"/> Exhibit M-1a Consultant Certification |
| <input type="checkbox"/> Exhibit D-4 Payment - Provisional | <input checked="" type="checkbox"/> Exhibit M-1b Agency Official Certification |
| <input type="checkbox"/> Exhibit E-1 Fee - Lump/Fixed/Unit | <input checked="" type="checkbox"/> Exhibit M-2 Certification - Primary |
| <input checked="" type="checkbox"/> Exhibit E-2 Fee - Specific Rates | <input checked="" type="checkbox"/> Exhibit M-3 Lobbying Certification |
| <input checked="" type="checkbox"/> Exhibit "F" - Overhead Cost | <input checked="" type="checkbox"/> Exhibit M-4 Data Certification |
| <input checked="" type="checkbox"/> Exhibit "G" - Subcontracted Work | <input checked="" type="checkbox"/> App. 31.910 Supplemental Signature Page |
| <input type="checkbox"/> Exhibit G-1 Subconsultant Fee | |
| <input checked="" type="checkbox"/> Exhibit G-2 Fee - Sub Specific Rates | |

Agency of City of Sultan, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY 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 for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance 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 work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II Scope of Work

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

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 Federal, State, 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 work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

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."

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 this PROJECT, 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 PROJECT, shall be without liability or legal exposure to the CONSULTANT.

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 under 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 or 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.

V Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager. **VI Sub-Contracting**

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

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

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the Subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

VII Employment

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 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 work or services

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

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of 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 the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII Nondiscrimination

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

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 "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" 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 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 as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work 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 herein above, 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 such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work 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 work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work 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 above.

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 it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work 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 work 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 complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work 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 XIV.

XI Disputes

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination 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 de novo 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", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

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 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 to such action shall 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.

XIII Legal Relations

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

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

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

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against 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.

Unless otherwise specified in the 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 the 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 and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the 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 the AGENCY.

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 shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

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

XIV Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of the 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 work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the 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 the 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 the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the 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.

XV Endorsement of Plans

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

XVI Federal and State Review

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII Certification of the Consultant and the Agency

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

XVIII 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 an amendment to this AGREEMENT.

XIX Execution and Acceptance

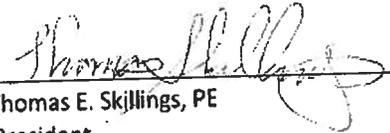
This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an

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 material 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 shown in the "Execution Date" box on page one (1) of this AGREEMENT.

Skillings Connolly, Inc.

City of Sultan

By  _____
Thomas E. Skillings, PE
President

By _____
Signing Authority

Exhibit A-1 Scope Of Work

Prepared for:

City Sultan Department Of Public Works Sultan Basin Road Overlay

INTRODUCTION

This project will overlay Sultan Basin Road from 325' north of 137th Place SE to Hillcrest Baptist Church (approximately 1,450 feet); drainage structures will be raised to match the overlay and ADA ramps will be brought up to standard. The existing roadway horizontal and vertical alignment will remain the same. The roadway will be striped for left turn channelization.

The consultant will prepare the PS&E for the overlay, storm drainage and ADA revisions, and documentation required for NEPA. Construction administration will be by the consultant.

The following scope of work delineates tasks to be performed as part of the agreement between Skillings Connolly, Inc. (Consultant) and the City of Sultan (City).

Project Assumptions:

- All work will be performed in accordance with City of Sultan Road Standards and references contained therein.
- The project will be developed as a Federal-aid project.
- All plan sheets will be prepared in AutoCAD2012 format.
- All roadway design will be done using Civil3D2012 software.

REFERENCES

The Consultant shall perform services set forth in this SCOPE OF WORK on behalf of the City using procedures specified by the City and in compliance with the standards and requirements set forth in the following procedures, regulations and most current (at the time of execution of this agreement) adopted manuals which by reference, are made a part of this Agreement.

- Current (as of the date of execution of the agreement) City standards and ordinances:
 - City of Sultan Code.
 - City of Sultan Comprehensive Plan, Transportation Section.
 - City of Sultan Land Use and Development Procedures
- Current (as of the date of execution of the agreement) versions of the following publications and manuals shall be applicable when specifically cited in the City of Sultan Road Standards or when required by state or federal funding authorities:
 - *Standard Specifications for Road, Bridge, and Municipal Construction*, published by the Washington State Department of Transportation (WSDOT).
 - *Standard Plans for Road, Bridge, and Municipal Construction*, published by WSDOT.
 - *Design Manual*, published by WSDOT.
 - *Local Agency Guidelines*, published by WSDOT.

- *Public Rights-Of-Way Accessibility Guidelines (PROWAG)*, published by the Architectural and Transportation Barriers Compliance Board (Access Board)
- *A Policy on Geometric Design of Highways and Streets*, published by AASHTO.
- *Manual on Uniform Traffic Control Devices*, published by the U.S. Department of Transportation, Federal Highway Administration, as amended and approved by WSDOT.
- *Construction Manual*, published by WSDOT.
- *Traffic Manual*, published by WSDOT.
- Department of Ecology's *Stormwater Manual for Western Washington*

Task 100 – Project Management

Assumptions:

- The City will pay all permitting and design review fees, if any.
- Project design and PS&E will be completed in April 2013
- Project advertisement, bid and award will be in May 2013.
- Construction will take place in June and July 2013.

Task Description:

- There will be a project kick-off meeting with City and Consultant in attendance.
- City-Consultant status phone calls will be held on a weekly basis and as needed.
- Peer review and QA/QC
- Subconsultant management.
- Consultant will provide monthly Earned Value reports for City review.
- Consultant will provide quality control in-house through peer review and principal quality checks.
- Prepare monthly billings with progress reports.

Deliverables:

- Kick-off meeting minutes
- Earned Value reports.
- Monthly invoices and status reports.
- Project Schedule

Task 200 – Surveys and Base Map

Assumptions:

- The Consultant shall perform a field survey that will pick up the ground information that will complete the base map for the project site City will provide right-of-way plans for Sultan Basin Road that can be tied to topographic surveys.
- Consultant will conduct site visits as appropriate for the design team to become familiar with the project limits.

Tasks:

- Consultant will survey the site.
- Consultant will develop the survey base map.

Deliverables:

- Design base map suitable for design of roadway, stormwater facilities, and inclusion of right-of-way easements or construction permits.

Task 300– Geotechnical Investigation

Assumptions:

- Associated Earth Sciences, Inc. will perform this work as a subconsultant to Skillings Connolly.

Tasks:

- A review of the project site to identify any issues with the existing grade that may require correction by dig outs.

Deliverables:

- Geotechnical site review and brief report with recommendations.

Task 400 - Environmental Documentation

Assumptions:

- The City will pay all permitting and design review fees, if any.
- An Area of Potential Effects (APE) is required.
- This project will be exempt from further Section 106 review after the APE has been reviewed by WSDOT.
- A NEPA Checklist (FHWA/WSDOT Environmental Classification Summary (ECS)) will be prepared.

Tasks:

- Prepare the APE.
- Submit APE to WSDOT for review and approval of Section 106 exemption.
- The Consultant will prepare an ECS and submit to WSDOT.
- A Programmatic Categorical Exclusion (PCE) from WSDOT is the goal of this project.

Task 500 – Prepare PS&E

Assumptions:

- The City will provide as-built information on the existing roadway within the vicinity of the project limits.
- ROW lines will be delineated on the construction drawings.
- WSDOT Local Programs has volunteered to participate in the review of the ADA facilities and will provide advice on needed upgrades.
- The following plan sheets are anticipated:
 - Cover sheet
 - General note sheet
 - Summary of quantities
 - Typical roadway sections

- Plan sheet
- ADA revisions details
- Temporary erosion control plans
- Signing and striping plan sheet
- Traffic control plans (WSDOT Standard Plans may be used)
- Special provisions for the street Improvements construction documents will be prepared utilizing WSDOT specification format.
- City will provide their “boiler plate” format for bid package
- Consultant will supply the bid proposal form for the bid package
- An engineer’s estimate for the probable construction costs will be prepared that lists all of the project bid items in correct order, showing contract item number, unit of measurement, estimated unit price, estimated quantity, and total estimated cost for each.
 - The total project cost will be shown on this estimate.
 - This revised estimate will be used as the basis of review for the lowest responsive responsible bidder.

Tasks:

- Data Collection.
- Develop geometrics for overlay crown and ADA revisions.
- Prepare Design Documentation files (design diary).
- Calculate quantities and develop a quantity calculations notebook.
- Develop specifications “run list” and any Special Provisions.
- Review PS&E with City via face-to-face meeting, electronic plans submittal, or other means on a regular basis. Deliverables:
- Bid document for City advertisement.

END OF DESIGN PHASE

BEGIN CONSTRUCTION PHASE

Task 600 – Construction Pre-award Activities

Assumptions:

Pre-award activities include:

- bid evaluation,
- verify low bidder references,
- recommendation of award
- conducting the pre-construction conference

Tasks:

- Bid documents
 - Review bid tabulations, reference checks and provide award recommendation
- Bid protest

- Assist City to document and address bid protests/challenges
- Other Documents
 - Prepare the Award of Contract letter for the City's signature
 - Prepare the Contract Documents ready for transmittal to the contractor for execution.
 - Review contractor's bond and insurance certificates and transmit to City.
- Commitment File
 - Maintain and update copies of all applicable permits
- Record of Materials (ROM)
 - Review and maintain WSDOT generated ROM
 - Modify ROM to fit LAG and project needs
- Debarment Review
 - Verify that the Contractor has not been debarred from performing work on FHWA funded projects
 - Document review
- Subcontractor Documentation Review
 - Review Request to Sublet Work forms
 - Review subcontractor contracts to verify compliance with federal contract provisions.
- Pre-Construction Meeting
 - Prepare agenda and list of attendees
 - Lead a pre-construction meeting
 - Document and prepare meeting minutes for distribution to attendees
- Pre-construction photographs
 - Preconstruction photographs of the existing conditions
 - Provide digital preconstruction photographs to City

Deliverables:

- Commitment File
- Revised ROM
- Documentation of debarment review for Contractor
- Approved Request to Sublet Work forms.
- Pre-construction meeting agenda and meeting notes.
- Pre-construction photographs on a CD.

Task 700 – Construction Services

Assumptions:

- Consultant will document the Contractor's compliance with the contract documents
- Consultant staff shall consist of:
 - Field Inspector
 - Office engineer in Consultant office
 - Documents will be kept electronically and in loose-leaf binders

Tasks:

- Assure compliance and with contract plans and specifications, i.e. traffic control, construction work schedule
- Maintain daily contact with City and Contractor
- Prepare Inspector's Daily Report (IDR) detailing the contractor's activities performed for each working day the Contractor is on site.
 - The report will identify quantities of materials installed, equipment and staff on site, working days assessed, etc.
 - The report will include photographs for documentation
- Review and comment on the Contractor's baseline schedule and updates.
- Provide interpretations of the contract documents in response to the Contractor's requests for information (RFI's).
- Prepare field note records documenting the work performed, quantities placed, and methods of material acceptance.
- Prepare a Construction Ledger documenting measurement and payment for each item in the contract.
- Receive, log and circulate submittals:
 - Requests for Approval of Materials Sources,
 - contractor shop drawings and catalog cuts,
 - Material certifications and other contractor submittals.
- Review substitute or "or equal" materials submitted by the Contractor and provide the City with a recommendation for approval or rejection.
- Prepare change order documentation related to design changes necessary.
- Prepare agendas; conduct weekly progress meetings with the Contractor
- Provide digital photographs during the course of construction.
- Track material quantities delivered and installed and on hand.
- Prepare monthly progress payment estimates and make recommendations to the City on payment.
- Coordinate and manage testing firm, HWA GeoSciences.
- The Consultant will collect, label, and deliver material acceptance samples for surfacing aggregates to the laboratory for testing as required.
- Document and evaluate results of tests and identify deficiencies; notify the City and the Contractor of any deficiencies. Track remedial work to bring the project into compliance with the contract documents.
- Confirm Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid have been filed for compliance with the contract requirements.
- Perform wage interviews and review certified payrolls in accordance with the contract requirements.
- Verify receipt and review monthly EEO Utilization Reports.
- Review "minor" claims submitted by the Contractor and provide the City with an analysis and recommendation for resolution.
- Report immediately to the City the occurrence of any accidents on the site, any hazardous environmental conditions, emergencies, or acts of God endangering the work, and property damaged by fire or other causes.
- Construction documentation will be provided in accordance with the Local Agency Guidelines. (See LAG manual Appendix 53.51 for a complete list.)

Deliverables:

- All Construction Phase documentation shall be provided in indexed three-ring binders.

- IDR – Submitted to the City two working days or less after the day covered by the report.
- Construction photographs.
- Weekly statements of working days.
- Weekly meeting agendas and minutes.
- Field change orders with back-up.
- Construction documentation per LAG requirements.
- Requests for information (RFI's) with responses.
- Submittal responses and supporting material.
- Monthly progress payment estimate recommendations.
- Tracking of material test reports in accordance with WSDOT requirements and a report of resolution of deficient test results.
- All project-related correspondence.

Task 800 – Construction Close-out

Assumptions:

- Consultant will provide close-out documentation of the work completed on the project.

Tasks:

Prior to substantial completion, the Consultant will provide the Contractor:

- Punch list of items to be completed or repaired before acceptance of the project.
- Finalize all pay quantities with the Contractor and the City
- Prepare a Final Estimate for the contract and provide to the City with a recommendation to make final payment to the Contractor.
- Check L&I website for affidavit of wages paid.
- Prepare DRAFT "Notice of Completion of Public Works Contract" for City electronic submission to Washington State Departments of revenue, Labor and Industries, and Employment Security.
- DRAFT project completion and acceptance letters for City signature.
- Prepare documentation for the City in accordance with Chapter 53 of the Local Agency Guidelines.
 - These include:
 - project completion letter,
 - materials certificates,
 - list of change orders,
 - WSDOT Final Acceptance Date.
 - Assist City with WSDOT project documentation review in accordance with Chapter 53 of the LAG.
 - Turn over all project documents and files to the City.

Deliverables:

- Punch list(s)
- Completion Letter
- Material Certifications
- Comparison of Quantities
- Project Documents
- Record Drawings.

- DRAFT "Notice of Completion of Public Works Contract"

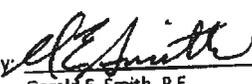
Construction Administration Caveat

The Construction Administration budget submitted with this Scope of Work is based on these assumptions:

- Contract working days will be 25
- Construction estimate will be approximately \$230,000
- Construction administration will be approximately 15% of construction estimate

Significant changes from these assumptions will be considered extra work and the work hours will be renegotiated as required.

END SCOPE OF WORK

Prepared by:  03/06/2013
Gerald E. Smith, P.E.

Prepared by:  3/06/2013
Thomas E. Skillings, PE

Exhibit C

Electronic Exchange of 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
 - B. Roadway Design Files
 - C. Computer Aided Drafting Files
 - D. Specify the Agency's Right to Review Product with the Consultant
 - E. Specify the Electronic Deliverables to Be Provided to the Agency
 - F. Specify What Agency Furnished Services and Information Is to Be Provided
- II. Any Other Electronic Files to Be Provided
- III. Methods to Electronically Exchange Data
 - A. Agency Software Suite
 - B. Electronic Messaging System
 - C. File Transfers Format

Exhibit D-3 Payment (Negotiated Hourly Rate)

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

1. **Hourly Rates:** The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibit "E" and "F" attached hereto and by this reference made part of this AGREEMENT. The rates listed shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the AGENCY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the AGENCY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.
2. **Direct Non-Salary Costs:** Direct non-salary costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
3.
 - a. 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 the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs."
 - b. The billing for direct non-salary costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
 - c. 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.
 - d.
 - e. All above charges must be necessary for the services provided under this AGREEMENT.
4. **Management Reserve Fund:** The AGENCY may desire to establish a Management Reserve Fund 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 Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."

5. **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 Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
6. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly billing shall be supported by detailed statements for hours expended at the rates established in Exhibit "E", including names and classifications of all employees and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
7. **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 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 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 shall refund such overpayment to the AGENCY within thirty (30) 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) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

8. **Inspection of Cost Records:** The CONSULTANT and their Subconsultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) 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 contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

Exhibit E-2A
Consultant Fee Determination – PS&E Man-Hours

PROJECT NAME: 12137 CITY OF SULTAN SULTAN BASIN ROAD OVERLAY - PS&E		PRINCIPAL-IN-CHARGE	SENIOR PROJECT MANAGER	PROJECT ENGINEER	ENVIRONMENTAL MANAGER	STAFF SCIENTIST	ENGINEER	SURVEY MANAGER	2 MAN SURVEY CREW	TECHNICIAN	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION										
100	Project Management						2			2	
	Kick-off meeting		2								
	Peer review and QA/QC	2	4								2
	Subconsultant management		2								8
	Progress Reports/Invoicing/EVR		2				4				
	Project scheduling		2								
200	Surveys and Base Map							4	10		
	Site Survey									8	
	Base Map										
300	Geotechnical Investigation										2
	Subconsultant agreement										
400	Environmental Documentation									4	
	Prepare APE/submit to WSDOT				2	4					
	Prepare ECS/submit to WSDOT				2	16					
500	PS&E										
	Data collection			4							
	Overlay Geometrics/Drainage			12			16				
	ADA geometrics		2	28			28				
	Design diary			2							
	Quantity calculations			2			4				
	Specifications						16				
	Construction estimate			4			8				
	Bid documents						8				
	HOURS PER DISCIPLINE	2	12	52	4	20	84	4	10	12	12

Exhibit E-2B
Consultant Fee Determination – PS&E Summary

COST plus FIXED FEE						
Classification	Man Hours	x	Rate	=	Cost	
PRINCIPAL-IN-CHARGE	2	x	\$138.20	=	\$276.40	
SENIOR PROJECT MANAGER	14	x	\$120.58	=	\$1,688.12	
PROJECT ENGINEER	52	x	\$106.91	=	\$5,559.32	
ENVIRONMENTAL MANAGER	4	x	\$120.58	=	\$482.32	
STAFF SCIENTIST	20	x	\$85.59	=	\$1,711.80	
ENGINEER	86	x	\$93.57	=	\$8,047.02	
SURVEY MANAGER	4	x	\$156.56	=	\$626.24	
2 MAN SURVEY CREW	10	x	\$233.73	=	\$2,337.30	
TECHNICIAN	14	x	\$80.39	=	\$1,125.46	
PROJECT ADMINISTRATOR	12	x	\$87.78	=	\$1,053.36	
					Direct Salary Cost = ██████████	
Total Hours =		218				
REIMBURSABLES:						
Mileage	1,000.00	x	\$0.565	=	\$565.00	
Miscellaneous Expenses	\$0.00	x	0%	=	\$0.00	
					SUB TOTAL Reimbursables = ██████████	
SUBCONSULTANT COST (See Exhibit G):						
Geotechnical	\$500.00	x	1.0	=	\$500.00	
					SUB TOTAL Subconsultants = ██████████	
MANAGEMENT RESERVE FUND:						
SUB TOTAL		\$24,047.34	x	10%	=	MRF = ██████████
GRAND TOTAL						
					GRAND TOTAL = ██████████	
PREPARED BY: <i>Gerald E. Smith</i>					DATE: 3/7/2013	
Gerald E. Smith, PE						
REVIEWED BY: <i>Thomas E. Skillings</i>					DATE: 3/7/2013	
Thomas E. Skillings, PE						

Exhibit E-2C
Consultant Fee Determination – PS&E Expenses

Item	Description	Basis	Quantity	Rate	Total
1	Telephone	Month			\$0.00
2	Auto Rental	Each			\$0.00
3	Lodging	Day			\$0.00
4	Per Diem-Meal	Day			\$0.00
5	Photo Copies - Blk & White	Each		\$0.10	\$0.00
6	Photo Copies - Color	Each		\$0.35	\$0.00
7	Half Sized Prints	Each		\$3.00	\$0.00
8	Full Sized Prints	Each		\$6.00	\$0.00
9	Postage	Month			\$0.00
10	Shipping	Month			\$0.00
11	FAXs	Each			\$0.00
12	Miscellaneous Project Costs	Month			\$0.00
13	Miscellaneous Survey Costs	Estimated			\$0.00
14	Traffic Control	Estimated			\$0.00
Total Miscellaneous Expenses:					\$0.00
	Mileage	Per Mile	1000	0.565	\$565.00
Total Expenses:					\$565.00
Assumptions:					
1	Telephone	Estimated			
2	Auto Rental	Estimated trips			
3	Mileage	Estimated miles			
4	Lodging				
5	Per Diem-Meal				
6	Photo Copies - Blk & White	Estimated			
7	Photo Copies - Colored	Estimated			
8	Half Sized Prints				
9	Full Sized Prints				
10	Postage	Estimated			
11	Shipping	Estimated			
12	FAXs	Estimated			
13	Miscellaneous Project Costs	Estimated			
14	Miscellaneous Survey Costs	Estimated			
15	Purchase Order	Estimated			
Prepared by: Gerald E. Smith, PE		03/06/2013			

Exhibit E-2D
Consultant Fee Determination – CM Man-Hours

PROJECT NAME: 12137 CITY OF SULTAN SULTAN BASIN ROAD OVERLAY - CM		PRINCIPAL-IN-CHARGE	SENIOR PROJECT MANAGER	ENGINEER	INSPECTOR	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION					
100	Project Management					
	Peer review and QA/QC	2	8			
	Subconsultant management		2			2
	Progress Reports/Invoicing/EVR		2			4
600	Pre-award Activities					
	Commitment file/debarment review			1		
	Record of Materials			1		
	Approve Request to Sublet			2		
	Pre-construction conference		2	2	2	
700	Construction Services					
	Field inspection				200	
	Photos>IDR					
	Weekly contractor schedule meetings					
	Schedule materials tests					
	Punch list					
	RFI/Change orders/Weekly working day reports			8		
	Progress payments		2	16		
800	Construction Close-out					
	Final project documents		4	24	8	
	Record drawings			8		
	WSDOT documentation review		4	4		
	HOURS PER DISCIPLINE	2	24	66	210	6

Exhibit E-2E
Consultant Fee Determination – CM Summary

COST plus FIXED FEE					
Classification	Man Hours	X	Rate	=	Cost
PRINCIPAL-IN-CHARGE	2	X	\$138.20	=	\$276.40
SENIOR PROJECT MANAGER	24	X	\$120.58	=	\$2,893.92
ENGINEER	66	X	\$93.57	=	\$6,175.62
INSPECTOR	210	X	\$96.46	=	\$20,256.60
PROJECT ADMINISTRATOR	6	X	\$87.78	=	\$526.68
Total Hours =	308				Direct Salary Cost = [REDACTED]
REIMBURSABLES:					
Mileage	2,000.00	X	\$0.565	=	\$1,130.00
Miscellaneous Expenses	\$1,820.00	X	0%	=	\$1,820.00
				SUB TOTAL	Reimbursables = [REDACTED]
SUBCONSULTANT COST (See Exhibit G):					
Materials Testing	\$1,815.00	X	1.00	=	\$1,815.00
				SUB TOTAL	Subconsultants = [REDACTED]
MANAGEMENT RESERVE FUND:					
				SUB TOTAL	\$34,894.22 X 0% = MRF = [REDACTED]
GRAND TOTAL					
				GRAND TOTAL =	\$34,894.22
PREPARED BY: <i>Gerald E. Smith</i> Gerald E. Smith, PE					DATE: 3/6/2013
REVIEWED BY: <i>Thomas E. Skillings</i> Thomas E. Skillings, PE					DATE: 3/6/2013

**Exhibit E-2F
Consultant Fee Determination – CM Expenses**

Item	Description	Basis	Quantity	Rate	Total
1	Telephone	Month			\$0.00
2	Auto Rental	Each			\$0.00
3	Lodging	Day	20	\$20.00	\$400.00
4	Per Diem-Meal	Day	20	\$71.00	\$1,420.00
5	Photo Copies - Blk & White	Each		\$0.10	\$0.00
6	Photo Copies - Color	Each		\$0.35	\$0.00
7	Half Sized Prints	Each		\$3.00	\$0.00
8	Full Sized Prints	Each		\$6.00	\$0.00
9	Postage	Month			\$0.00
10	Shipping	Month			\$0.00
11	FAXs	Each			\$0.00
12	Miscellaneous Project Costs	Month			\$0.00
13	Miscellaneous Survey Costs	Estimated			\$0.00
14	Traffic Control	Estimated			\$0.00
Total Miscellaneous Expenses					\$1,820.00
	Mileage	Per Mile	2000	0.565	\$1,130.00
Total Expenses					\$2,950.00
Assumptions					
1	Telephone	Estimated			
2	Auto Rental	Estimated trips			
3	Mileage	Estimated miles	10 trips	200	3,000
4	Lodging	trailer park	\$20.00	20	
5	Per Diem-Meal				
6	Photo Copies - Blk & White	Estimated			
7	Photo Copies - Colored	Estimated			
8	Half Sized Prints				
9	Full Sized Prints				
10	Postage	Estimated			
11	Shipping	Estimated			
12	FAXs	Estimated			
13	Miscellaneous Project Costs	Estimated			
14	Miscellaneous Survey Costs	Estimated			
15	Purchase Order	Estimated			
Prepared by: Gerald E. Smith, PE		03/06/2013			

Exhibit E-2G
Consultant Fee Determination – Specific Pay Rates

Discipline or Job Title	Hourly Rate	Overhead	Profit	Rate Per Hour
		190.54%	31%	
Principal-in-Charge				
Thomas E. Skillings, PE	\$ 42.98	\$ 81.89	\$ 13.32	\$ 138.20
Senior Project Manager				
Gerald E. Smith, PE	\$ 37.50	\$ 71.45	\$ 11.63	\$ 120.58
Project Engineer				
Jason Bruhn, PE	33.25	\$ 63.35	\$ 10.31	\$ 106.91
Dmitri Suslikov, PE	\$ 32.00	\$ 60.97	\$ 9.92	\$ 102.89
Environmental Manager				
Patrick E. Skillings, PMP	\$ 37.50	\$ 71.45	\$ 11.63	\$ 120.58
Public Involvement Coordinator				
Alison Hart	\$ 26.62	\$ 50.72	\$ 8.25	\$ 85.59
Engineer				
Ian Lee, PE	\$ 29.10	\$ 55.45	\$ 9.02	\$ 93.57
Tyrell Bradley, EIT	\$ 26.00	\$ 49.54	\$ 8.06	\$ 83.60
Survey Manager				
Pat Fox, PLS CFedS	\$ 48.69	\$ 92.77	\$ 15.09	\$ 156.56
Surveyor				
Nathan Link	\$ 27.00	\$ 51.45	\$ 8.37	\$ 86.82
Steve Egan	\$ 24.00	\$ 45.73	\$ 7.44	\$ 77.17
2 Man Survey Crew				
2 Man Survey Crew	\$ 72.69	\$ 138.50	\$ 22.53	\$ 233.73
Technician				
Caleb Stromstad, EIT	\$ 25.00	\$ 47.64	\$ 7.75	\$ 80.39
Steve Egan	\$ 24.00	\$ 45.73	\$ 7.44	\$ 77.17
Inspector				
Jim Skinner	\$ 30.00	\$ 57.16	\$ 9.30	\$ 96.46
Project Administrator				
Gloria Walkley	27.3	\$ 52.02	\$ 8.46	\$ 87.78

Exhibit F
Skilings Connolly, Inc.
Breakdown of Overhead Cost

Account Classification		
DIRECT LABOR	<u>813,601</u>	<u>100.00</u>
FRINGE BENEFITS		
Payroll Taxes	205,349	25.24%
Insurance	112,274	13.80%
Other Employee benefits	-	0.00%
Vacation/Sick/Holiday	136,517	16.78%
Fringe Benefit Adjustment	(36,800)	-4.52%
TOTAL FRINGE BENEFITS	417,340	51.30%
OVERHEAD COSTS		
Indirect Labor	236,047	29.01%
Uncompensated Overtime	1,223	0.15%
Bid and Proposal Labor	454,941	55.92%
Payroll Variance	(2,264)	-0.28%
Trade Show and Mis U/A Labor	(8,617)	-1.06%
Maintenance and Repair	2,459	0.30%
Utilities - Heat and Lights	16,739	2.06%
Utilities - Telephone	51,196	6.29%
Utilities - Other	908	0.11%
Postage and Shipping	2,550	0.31%
Proposal Expenses	377	0.05%
Supplies & Expense - Field	1,262	0.16%
Supplies & Expense - Office	26,932	3.31%
Software & Software Licenses	14,100	1.73%
Fees	6,636	0.82%
Books & Publications	1,100	0.14%
Auto - Gas, Oil and Lube	17,132	2.11%
Auto - Maintenance and Repair	4,475	0.55%
Mileage - Non-billable	12,760	1.57%
Personal Use of Company Auto	(12,233)	-1.50%
Rent	90,414	11.11%
Equipment Rental	2,082	0.26%
Licenses	4,083	0.50%
Taxes - Property	2,243	0.28%
Taxes - State Excise	46,067	5.66%
Taxes - Other Taxes	5,684	0.70%
Depreciation	73,729	9.06%
Insurance - Fire/General Liability	21,900	2.69%
Insurance - Professional Liability	26,734	3.29%
Legal	660	0.08%
Meals - Out of Town	214	0.03%
Travel	636	0.08%
Lodging	2,363	0.29%
Seminars & Education	6,513	0.80%
Dues & Subscriptions	17,446	2.14%
Gain on Sale of Fixed Assets	(1,199)	-0.15%
Purchase Discounts	1	0.00%
TOTAL GENERAL OVERHEAD	1,127,293	138.56%
TOTAL OVERHEAD	1,544,633	189.85%
Overhead Rate (Less FCC)	5,574	0.69%
OVERHEAD RATE		<u>190.54%</u>

Exhibit G
Subcontracted Work

The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT:

Associated Earth Sciences, Inc. – Geotechnical Services
HWA Geosciences, Inc. –Testing Services

EXHIBIT G-2
ASSOCIATED EARTH SCIENCES, INC. BILLING RATES

March 19, 2013
Project No. KE130133A

Skillings Connolly, Inc.
5016 Lacey Blvd SE
Lacey, WA 98503

Attention: Mr. Gerry Smith

Subject: Proposal for Limited Pavement Review
Sultan Basin Road
Sultan, Washington

Dear Mr. Smith:

As requested, this letter presents our proposal to provide limited pavement review services on a section of the existing Sultan Basin Road north of the State Route 2 in Sultan Washington. Our scope of services will include a visual review and delineation during a team walk through. During the walk through, we will help identify areas of the existing pavement that warrant removal, subgrade rehabilitation and replacement. Our work would be completed during a single 3 hour site visit.

We can complete the scope of work described above within an estimated budget of \$498 in accordance with the following breakdown:

Senior principal direct salary \$59/ hour
Audited overhead multiplier 1.81
Hourly rate with overhead and profit \$165.79/ hr

Project total cost \$165.79 x 3 hours = \$497.37

We will sign a Skillings Connolly, Inc. sub consultant agreement with this proposal attached for reference. All of our work would be billed on a time and materials basis in accordance with our Schedule of Charges and General Conditions "A", copies of which are attached.

If you have any questions, please do not hesitate to call.

Sincerely,
ASSOCIATED EARTH SCIENCES, INC.
Kirkland, Washington

Kurt D. Merriman, P.E.
Principal Engineer

Attachments: Schedule of Charges/General Conditions "A"

**EXHIBIT G-3
ASSOCIATED EARTH SCIENCES, INC. OVERHEAD CALCULATION**

Associated Earth Sciences, Inc.

Overhead Analysis Worksheet
Modified Cash Basis of Accounting
For The Year Ending December 31, 2012
Unaudited-For Internal Use Only

		<u>YTD</u>	
DIRECT COSTS:			
Direct Raw Labor		1,572,332	A
 GENERAL AND ADMINISTRATIVE EXPENSES:			
Indirect Labor (Includes vacation, sick, holiday, bonuses)		1,417,336	B
Technical & Administrative Fringe Benefits Combined:			
Payroll Taxes (FICA, FUTA, L&I, SUTA)	281,366		
Group Insurance (medical, dental, vision)	257,328		
Retirement & Pension (401k Matching Contribution)	<u>91,296</u>		
Total Administrative Fringe Benefits		629,989	C
 OTHER GENERAL AND ADMINISTRATIVE EXPENSES:			
Office Rent	346,619		
Depreciation	104,243		
Amortization	1,723		
Repairs & Maintenance	28,962		
Supplies	27,953		
Temporary Help - Outsourced	0		
Travel & Related Expenses	46,044		
Computer Expense-Small Items	3,165		
Consultants Expense	8,149		
Communication Expense	57,309		
Professional Dues & Subscription Expense	21,355		
Legal and Accounting	12,510		
Liability Insurance	67,222		
Training and Education	8,312		
Taxes Other Than Federal Income Tax (business & property)	101,816		
Miscellaneous Expense	<u>21,754</u>		
Total General and Administrative Expenses		857,153	D
 TOTAL ALLOWABLE COSTS (B+C+D)		2,904,478	E
 TOTAL COSTS (A+E)		4,476,810	
 LABOR OVERHEAD MULTIPLIER		185%	E/A

Prepared by: x _____

Date: _____

**EXHIBIT G-1
HWA GEOSCIENCES INC.**

**2013 DSC and Loaded Billing Rates
(Effective 01/01/2013)**

EMPLOYEE	TITLE	2012 DSC	Loaded Multiplier	Loaded Rates
George Minassian	Geotechnical Engineer VI	\$47.12	3.1932	\$ 150.45
Christiana Fisk	Administrative Support	\$20.82	3.1932	\$ 66.47
Stephen Barrie	WABO Technical Director	\$41.35	3.1932	\$ 132.04
David Ulrich	Lab/Field Technician III	\$25.47	3.1932	\$ 81.33
Alix Rackleff	Lab/Field Technician II	\$23.55	3.1932	\$ 75.20
David Prihoda	Lab/Field Technician II	\$21.91	3.1932	\$ 69.96

Notes: 3.1932 LM = 188.32% OH + 31% Fee on DSC

**EXHIBIT G-2
SUBCONSULTANT FEE DETERMINATION - SUMMARY**

Project Cost Estimate
Special Inspection and QA Testing
Sultan Basin Road & 137th Place
HMA Overlay



HWA Ref: HWA Ref: 6-Mar-13
Date: 6-Mar-13
Revised: 6-Mar-13
Prepared By: SEG

Skills-Connolly, Inc.

Prepared For: Gerry Smith, P.E.

PROPOSED WORK SCOPE:

This cost estimate is based on a telephone conversation with Gerry Smith on 3/6/13

1. Inspection and testing of HMA during placement and compaction for overlay. No night work or sampling at the HMA Plant.

Material Testing - ESTIMATED HWA LABOR:

WORK TASK DESCRIPTION	2012 PERSONNEL & HOURLY RATES					TOTAL AMOUNT
	Mat'l Eng	Proj Mgr	Inspector	Clerical	TOTAL HOURS	
<i>Asphalt Inspection and Testing, including:</i>						
Inspection and testing during HMA Placement			16		16	\$1,280
Project Management, QC Review and Reporting					1	\$140
TOTAL LABOR:	0	1	16	0	17	\$1,420

Material Testing - LABORATORY TESTING ESTIMATE:

LABORATORY EXPENSE DESCRIPTION	Est No. Tests	Unit Test Cost	TOTAL AMOUNT
Extraction & Gradation of HMA	1	\$145	\$145
Maximum Theoretical Specific Gravity of HMA (Rice Density)	1	\$90	\$90
LABORATORY TOTAL:			\$235

DIRECT EXPENSES:

EXPENSE DESCRIPTION	Total Cost
Nuke Gauge Rental (\$30/Day) assume 2 days	\$60
Mileage to and from the job site: IRS Rate assume 2 days	\$100
EXPENSE TOTAL:	\$160

ESTIMATED PROJECT TOTALS AND SUMMARY:

Total Labor Cost	\$1,420
Laboratory Testing	\$235
Direct Expenses	\$160
ESTIMATED PROJECT TOTAL:	\$1,815

Sultan Basin Road-Overlay

HWA Geosciences Inc.

EXHIBIT G-3
HWA GEOSCIENCES AUDITED OVERHEAD RATE

RECEIVED

JUL 21 2011



Washington State
Department of Transportation
Paula J. Hammond, P.E.
Secretary of Transportation

HWA GeoSciences Inc.

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 19, 2011

Arnie Sugar, President
HWA GeoSciences, Inc.
21312 30th Drive SE, Suite 110
Bothell, WA 98021-7010

Re: HWA GeoSciences, Inc. Overhead Schedule
Fiscal Year End December 31, 2009

Dear Mr. Sugar:

On July 19, 2011, as a WSDOT representative, Nicole Mitchell, Audit Specialist, completed a desk review of your proposed FYE December 31, 2009, Overhead Schedule. Nicole also reviewed the documentation provided by HWA GeoSciences, Inc. during this review process.

The reviewed data included, but was not limited to; the schedule of the indirect cost rate, a description of the company, basis of accounting and description of HWA GeoSciences' accounting system and the basis of indirect costs.

Based on our work, we are issuing this letter of review establishing HWA GeoSciences' overhead rate for the fiscal year ending December 31, 2009, at 188.32% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

If you or any representatives of HWA GeoSciences have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,

Martha S. Roach
Agreement Compliance Audit Manager

MR:ds
Enclosures

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Larry Schofield, MS 47323
File

HWA GeoSciences, Inc.
Overhead Schedule
Fiscal Year December 31, 2009

Description	GL Amount	HWA Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Direct Labor Base	<u>\$1,206,001</u>	(13,281)	\$61,994	F,P	<u>\$1,254,714</u>	100.00%
Overhead Costs						
Indirect Salaries	\$204,036	(32,231)	(\$61,994)	F, H,P	\$109,811	8.75%
Indirect Labor - Admin	710,766	(2,760)		J	708,006	56.43%
Payroll Taxes	181,650				181,650	14.48%
Group Insurance	204,851				204,851	16.33%
Workers Compensation	7,409				7,409	0.59%
Bonus	165,143				165,143	13.16%
401(k) Plan Employer Contribution	72,437				72,437	5.77%
Vacation, Holiday & Sick	283,542		(10,227)	Q	273,315	21.78%
Other Employee Benefits	2,446				2,446	0.19%
Office Rent	185,145				185,145	14.76%
Other Rentals	7,656				7,656	0.61%
Depreciation	56,256				56,256	4.48%
Repairs & Maintenance	11,709				11,709	0.93%
Computer Expense	12,205				12,205	0.97%
Office Supplies	17,806				17,806	1.42%
Lab/Field Supplies	22,332				22,332	1.78%
Reproduction & Printing	21,293				21,293	1.70%
Travel & Related Expense	23,321				23,321	1.86%
Vehicle Repair	12,930				12,930	1.03%
Communication Expense	41,756				41,756	3.33%
Postage/Shipping/Delivery	5,411				5,411	0.43%
Professional Ducs	16,875				16,875	1.34%
Professional Meetings	14,780	(2,312)		O	12,468	0.99%
Subscriptions/Books/Pubs	5,682				5,682	0.45%
Legal & Accounting Expense	43,427	(25,676)		I	17,751	1.41%
Insurance Expense	58,264				58,264	4.64%
Professional Expense	40,709				40,709	3.24%
Recruiting Expense	575				575	0.05%
Training & Education Expense	22,359				22,359	1.78%
Taxes Other than F.I.T.	66,395				66,395	5.29%
Recovery Credits	(28,466)			N	(28,466)	-2.27%
Advertising/Marketing	24,020	(24,020)		A	0	0.00%
Interest Expense	2,545	(2,545)		B	0	0.00%
Staff Meetings	8,742	(8,742)		G	0	0.00%
Employee Expenses	14,778	(11,297)		K, L	3,481	0.28%
Contributions	1,024	(1,024)		C	0	0.00%
Meetings/Meals/Entertainment	14,936	(14,936)		D	0	0.00%
Other Miscellaneous Expense	7,524	(3,600)		M	3,924	0.31%
Provision for FIT	(74,934)	74,934		E	0	0.00%
Total Overhead Costs	<u>\$2,489,335</u>	<u>(\$54,209)</u>	<u>(\$72,221)</u>		<u>\$2,362,905</u>	<u>188.32%</u>
Overhead Rate	206.41%	204.17%			<u>188.32%</u>	

HWA GeoSciences, Inc.
Overhead Schedule
Fiscal Year December 31, 2009

Description	GL Amount	HWA Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
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HWA GeoSciences, Inc. - Reviewed & Accepted 7-19-11 MR
Overhead Rate still subject to WSDOT Audit

References:

HWA Overhead Schedule compiled by Joan Kinney, Controller.

HWA Adjustments:

- A Advertising and public relations unallowable per 48 CFR 31.205-1(a).
- B Interest expense unallowable per 48 CFR 31.205-20.
- C Contributions unallowable per 48 CFR 31.205-8.
- D Entertainment unallowable per 48 CFR 31.205-14.
- E Federal income taxes unallowable per 48 CFR 31.205.
- F Overtime premium unallowable per 48 CFR 22.103-1 & 48 CFR 22.103-4(g). Out of direct labor \$13,281.48 and out of indirect labor \$10,333.77.
- G Staff Meetings unallowable per 48 CFR 31.205-14
- H Marketing labor and lunches unallowable per 48 CFR 31.205-1(f). Out of indirect labor \$21,897.
- I Litigation unallowable per 48 CFR 31.205-47(f)(5).
- J Indirect Labor - Admin contains \$2,760 in credits for uncompensated overtime for principals.
- K Employee gifts unallowable per 48 CFR 31.205-13(b). Disallowed gifts total \$5,486.
- L Holiday party costs unallowable over \$25 per employee. Allowable (\$25 x 33 ee's = \$825)
Total cost \$6,661, unallowable cost (\$6,661 - \$850) = \$5,811.
- M Miscellaneous expenses recorded in "unallowable" account during the year.
- N Recovery Credits include Hayre McElroy, a construction inspection services consultant
- O Meals/Lodging costs are deducted in excess of Federal reimbursement rate, unallowable cost of \$2,312

WSDOT Adjustments:

- P Adjustment for Uncompensated Overtime per 48 CFR 37.115 & DCAA 5-910, 5-910.2 and 6-410. *Per HWA's uncompensated overtime worksheet, we adjusted for uncom. in the amount of \$61,994.05.*
- Q Fringe Benefits associated with marketing labor costs already removed unallowable per 48 CFR 31.205-1(f) & AASHTO Audit Guide, Ch. 8.

Exhibit H 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 the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of Subconsultants, 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 the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Subconsultants, 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 subcontract, including procurement of materials or leases of equipment, each potential Subconsultant 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 AGENCY, 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, 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 the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the 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 Subconsultant or procurement as the AGENCY, STATE 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 Subconsultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit I
Payment Upon Termination of Agreement
By the Agency Other Than for
Fault of the Consultant
(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct non-salary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

Exhibit J

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 Highways and 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 Subconsultants) 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 H&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.

Step 5 – Forward Documents to Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FHWA. H&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, H&LP will request assistance from the Attorney General's Office for legal interpretation. H&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. H&LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit K 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 Highways and 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 Highways and 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.

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 includes 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 Highways and 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.

Exhibit M-1(a)
Certification Of Consultant

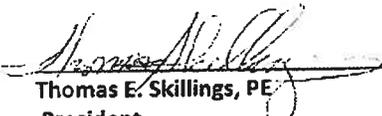
Project No.12137
Local Agency City of Sultan, Washington

I hereby certify that I am **Thomas E. Skillings, President** and am a duly authorized representative of the firm of **Skillings Connolly, Inc.** whose address is **5016 Lacey Blvd. SE, Lacey, WA 98503** and that neither I nor the above firm I here represent has:

- (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 the 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 available 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.

3/20/2013
Date



Thomas E. Skillings, PE
President

Exhibit M-1(b)
Certification Of Agency Official

I hereby certify that I am the AGENCY Official of the Local Agency of City of Sultan, Washington, and that the consulting firm 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 available 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.

_____ Date

_____ Signature

Exhibit M-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-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or 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;
 - 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 (I)(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, or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): **Skillings Connolly, Inc.**

3/20/2013
Date


Thomas E. Skillings, PE
President

Exhibit M-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 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 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 and not more than \$100,000 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 subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Consultant (Firm): **Skillings Connolly, Inc.**

3/20/2013
Date


Thomas E. Skillings, PE
President

Exhibit M-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 15.401 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 **Sultan Basin Overlay** are accurate, complete, and current as of March 6, 2013. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm **Skillings Connolly, Inc.**

Name **Thomas E. Skillings, PE**

Title **President**

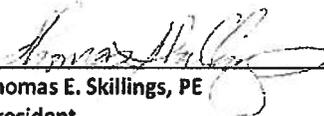
Date of Execution **March 06, 2013**

Supplemental Signature Page for Standard Consultant Agreement	Consultant/Address/Telephone Skillings Connolly, Inc. PO Box 5080 5016 Lacey Blvd. SE Lacey, WA 98509
Agreement Number 12137	Project Title And Work Description Sultan Basin Overlay
Federal Aid Number	
Local Agency City of Sultan	

THIS AGREEMENT, made and entered into this _____ day of _____, 2013, between the Local Agency of **City of Sultan**, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

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

SKILLINGS CONNOLLY, INC.

By  _____
Thomas E. Skillings, PE
President

CITY OF SULTAN

By _____
 By _____
 By _____
 By _____