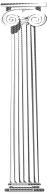


City of Lake Stevens Vision Statement

By 2030, we are a sustainable community around the lake with a vibrant economy, unsurpassed infrastructure and exceptional quality of life.



CITY COUNCIL REGULAR MEETING AGENDA Lake Stevens School District Educational Service Center (Admin. Bldg.) 12309 22nd Street NE, Lake Stevens

Tuesday, April 12, 2016 – 7:00 p.m.

NOTE:

WORKSHOP ON VOUCHERS AT 6:45 P.M.

CALL TO ORDER:	7:00 P.M.	Mayor
PLEDGE OF ALLEGIANCE	Lake Stevens Rotary	Council President
ROLL CALL:		
APPROVAL OF AGENDA:		Council President
GUEST BUSINESS:		
COUNCIL BUSINESS:		Council President
MAYOR'S BUSINESS:	Leadership Snohomish County Proclamation Lake Stevens Girls Basketball Team	Mayor
EMPLOYEE RECOGNITION		Mayor
CITY DEPARTMENT REPORT		
CONSENT AGENDA:	*A Approve 2016 Vouchers	Barb
	*B Approve March 22, 2016 City Council Regular Meeting Minutes	Barb
	*C Approve Microsoft Enterprise License Agreement	Troy
	*D Authorize Mayor to Enter into Master Intergovernmental Purchasing Agreement via Registration with U.S. Communities	Barb
	E Authorize Mayor to Sign a Letter Acquiring the Morris Property Under Threat of Condemnation	Mary
	*F Authorize the Purchase of the Property Located on the East Side of Grade Road between 30 th and 32 nd Streets NE	Mary

Lake Stevens City Council Regular Meeting Agenda

April 12, 2016

- ACTION ITEMS:**
- *A Authorize Mayor to Enter into Professional Services Agreement With Tetra Tech for 2016 Pavement Management Survey Adam
 - *B Approve Ordinance No. 954 Amending LSMC 10.03.170 and 10.03.180 to Allow Retail Activities in Parks Jeanie
 - *C Award of Contract for 2016 Pavement Overlay Adam
 - *D Authorize Mayor to Enter into a Service Contract for Biohazard Removal and Disposal and Structure Demolition Services Mick
 - *E Authorize Mayor to Execute Supplement No. 1 to Master On Call Engineering Agreement with Perteet, Inc. for Grade Road Environmental Site Documentation Grade Mick

EXECUTIVE SESSION: Property Acquisition with Action to Follow Mary

STUDY SESSION:

ADJOURN

* ITEMS ATTACHED	** ITEMS PREVIOUSLY DISTRIBUTED	# ITEMS TO BE DISTRIBUTED
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**THE PUBLIC IS INVITED TO ATTEND
Special Needs**

The City of Lake Stevens strives to provide accessible opportunities for individuals with disabilities. Please contact Steve Edin, City of Lake Stevens ADA Coordinator, (425) 377-3227, at least five business days prior to any City meeting or event if any accommodations are needed. For TDD users, please use the state's toll-free relay service, (800) 833-6384, and ask the operator to dial the City of Lake Stevens City Hall number.

NOTICE:

All proceedings of this meeting are audio recorded, except Executive Sessions

CITY DEPARTMENT REPORT
APRIL 12, 2016 CITY COUNCIL REGULAR MEETING

Finance

- Credit and Debit cards are being accepted at City Hall and the Police Department. Since March 19th, the City has accepted 48 credit/debit transactions, in an amount totaling \$72,800.
- A draft scope of service has been received for financial consulting services and is being reviewed and refined. Once finalized, an agreement will be brought forward for Council approval.

Planning and Community Development

- Long-range – Staff held the Comprehensive Docket hearing with the City Council. Staff held a public hearing for revised marijuana regulations with the Planning Commission and introduced draft Administrative Authority regulations. Additionally we have responded to the Department of Ecology to address audit results related to the city's FEMA ordinance. Staff has received five proposals for the Downtown Subarea Plan and has started soliciting members for a Citizen Advisory Committee. Staff held a meeting with the Park Board – topics included informational signage in Centennial Park and Economic Development activities in parks.
- Current Planning / Building – City has started using Citizen's Connect for scheduling inspections electronically – 80% current usage. Approximately 30 inspections per day. Ninety-three (93) Building permits, 12 Land Use Permits and 27 Business licenses were applied for in last 30 days. Land Use projects include rezones, plats, variance and conditional use permits. Three (3) public hearings were held.
- Code Enforcement – Planning and Building staff have been coordinating to develop a concise code enforcement process including procedures and document templates.
- Economic Development – Jeanie attended a rural tourism workshop series in Index with Chamber of Commerce representatives. There is ongoing collaboration with the Chamber of Commerce regarding opening and staffing of the Lake Stevens Visitor Information Center. Working with Snohomish County Tourism Bureau to bring the Biggest Loser Run/Walk back to Lake Stevens. Ongoing dialogue with developers/brokers regarding new retail in Lake Steven.

Public Works Department

- Lundeen Visitor Information Center (VIC) – is progressing well. Councilmember Daughtry has been performing the interior work and the main exterior deck for the Chamber. The City has completed most of the earthwork. Volunteers will be installing two brick paver walkways. Directional street signs will be replaced with much larger signs over the next few weeks. Landscaping around the building is under design by the recently hired Parks Maintenance Worker (Michael Holly). The target is to have the facility occupied by early May with a Grand Opening in July this year.
- Interviews for Seasonal Workers will be held on Thursday (14 April). The City did not receive many applications but hope to interview 7 candidates.
- Wildflower experiment – The City has planted seeds for wildflowers along both sides of Lundeen Parkway, just east of SR 9. If all goes well, weather, sun, and birds not eating all the seeds, wildflower shots should start showing up in a few weeks and we could have a late spring and summer with blooms.
- Fish Roundabout – Diana Hale has been working closely with Justin Evans (Street Lead) on the Fish Roundabout. At this time, the plan is to have only the three trees in the main island (which

are in place now) and the remaining planting will be a variety of ground cover and low growing shrubs. Diana has volunteered her efforts to design, work with the Arts Commission, shop for plants, and work at the site. This is an outstanding commitment to the Community.

- Grade Road – Marshbank completed the temporary repair work on Grade Road within 3 days. While the road cannot be reopened, it does appear that the bank has been stabilized and the stream diversion is working as hoped. The City will continue to monitor. The final design is expected shortly and is expected to be submitted to the State for a permit later this month. This can take 3 to 4 months, if all goes well, to get a permit issued.

Human Resources Department

- Lake Stevens achieved WellCity status for 2016. This is a great milestone since it continues to lower our health insurance premiums by 2%.
- H.R. completed testing for Police Records Clerk on April 2nd. Twenty-six candidates were invited, three dropped out and 17 candidates passed.
- Oral Board interviews for Police Records Clerk will be conducted on April 14 and 15 for the 17 candidates.
- Oral Board interviews for Lateral Police Officer were conducted last Friday, April 8th.
- Recruitment for Seasonal Parks Worker closed on April 1st with 7 candidates applying. Public Works will be setting interviews.
- Recruitment for Permit Specialist closes on April 8th.
- H.R. is in the process of setting dates for another Entry-level Police Officer oral board for late April or early May.
- H.R. is in the process of setting up dates for the implementation of the new Applicant Tracking program.

BLANKET VOUCHER APPROVAL
2016

Payroll Direct Deposits	4/1/2016	\$146,743.87
Payroll Checks	40109-40110	\$4,107.16
Tax Deposit(s)	4/1/2016	\$58,918.44
Electronic Funds Transfers	ACH	\$171,658.84
Claims	40107-40108, 40111-40221	\$345,846.14
Void Checks	38008	(\$150.00)
Total Vouchers Approved:		\$727,124.45

This 12th day of April 2016:

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment or a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Lake Stevens, and that I am authorized to authenticate and certify to said claim.

 Finance Director/Auditing Officer

 Mayor

We, the undersigned Council members of the City of Lake Stevens, Snohomish County, Washington, do hereby approve for payment of the above mentioned claims:

 Councilmember



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Checks to be Approved for 3/23/2016 to 4/12/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
Ace Hardware	40116						Check Total	\$6,547.92
		4/12/2016	49481	001-008-521-20-31-01	LE-Operating Costs	Battery	\$13.02	
			49689	101-016-544-90-31-02	ST-Operating Cost	Leather gloves	\$9.23	
				410-016-531-10-31-02	SW-Operating Costs	Leather gloves	\$9.22	
			49699	101-016-544-90-31-02	ST-Operating Cost	PVC pipe	\$37.02	
				410-016-531-10-31-02	SW-Operating Costs	PVC pipe	\$37.02	
			49874	101-016-544-90-31-02	ST-Operating Cost	Pope cutter/conduit/coupling	\$16.22	
				410-016-531-10-31-02	SW-Operating Costs	Pope cutter/conduit/coupling	\$16.22	
			49893	001-013-594-18-60-01	GG - Lundeen House Capital	Supplies to run conduit to Lundeen House	\$18.53	
			49910	101-016-544-90-31-02	ST-Operating Cost	Seeds for planting along Lundeen Parkway	\$238.92	
			49917	001-008-521-20-31-01	LE-Operating Costs	Clorox wipes	\$3.79	
			49919	001-008-521-20-31-01	LE-Operating Costs	Clorox wipes	\$3.79	
			49927	101-016-544-90-31-02	ST-Operating Cost	Conduit	\$3.08	
				410-016-531-10-31-02	SW-Operating Costs	Conduit	\$3.08	
			49942	001-012-572-20-31-00	CS-Library-Office & Operating	Light fixtures for Library	\$80.05	
			49946	101-016-544-90-31-02	ST-Operating Cost	Supplies for Installation of Dryer vent at shop	\$8.41	
				410-016-531-10-31-02	SW-Operating Costs	Supplies for Installation of Dryer vent at shop	\$8.40	
			49967	001-008-521-20-31-01	LE-Operating Costs	Faucet Assembly at Police Dept	\$50.25	
			49969	001-010-576-80-31-00	PK-Operating Costs	Wood Stain for repairs at Swim Beach	\$26.03	
			49977	001-010-576-80-31-00	PK-Operating Costs	GFI plugs for repairs at North Cove Park	\$49.92	
			49987	001-013-594-18-60-01	GG - Lundeen House Capital	Turfstone for Lundeen House	\$455.36	
			50034	001-008-521-20-31-01	LE-Operating Costs	Gorilla Tape	\$8.68	
			50067	001-013-594-18-60-01	GG - Lundeen House Capital	Pavers/paver spikes/edging for Lundeen House	\$5,449.74	
			50071	101-016-544-90-31-02	ST-Operating Cost	Galvanized fitting	\$1.94	
Adopt A Stream Foundation	40117						Check Total	\$400.00
		4/12/2016	4230	410-016-531-50-31-15	DOE EG160393-4 Capacity	Contribution towards Catherine Creek interpretive signs	\$400.00	
Advantage Building Services	40118						Check Total	\$651.70
		4/12/2016	2241	001-007-558-50-41-00	PL-Professional Servic	Janitorial Services	\$28.75	
				001-007-559-30-41-00	PB-Professional Srv	Janitorial Services	\$28.75	
				001-008-521-20-41-00	LE-Professional Services	Janitorial Services	\$300.00	
				001-010-576-80-41-00	PK-Professional Services	Janitorial Services	\$19.16	
				001-012-575-50-41-00	CS-Community Center - Cleaning	Janitorial Services	\$115.00	



Checks to be Approved for 3/23/2016 to 4/12/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Advantage Building Services	40118	4/12/2016	2241	001-013-518-20-41-00	GG-Professional Service	Janitorial Services	\$156.00
				101-016-542-30-41-02	ST-Professional Service	Janitorial Services	\$19.17
				410-016-531-10-41-01	SW-Professional Services	Janitorial Services	\$19.17
				621-000-386-00-00-02	Retainage - Other PW Project	Retainage-Advantage svcs	(\$34.30)
AFLAC	0					Check Total	\$1,359.80
		4/1/2016	387254	001-000-284-00-00-00	Payroll Liability Other	Employee paid Insurance Prem	\$1,359.80
American Forest Management Inc	40119					Check Total	\$350.00
		4/12/2016	87412	001-010-576-80-41-01	PK -Professional Tree Srv	Cottonwood assessment in Lundeen Park	\$350.00
APWA	40120					Check Total	\$209.00
		4/12/2016	2016-2017	101-016-542-30-49-00	ST-Miscellaneous	Dues for 2016-2017	\$209.00
Assoc of Washington Cities EFT	0					Check Total	\$95,022.52
		4/12/2016	04/2016	001-000-283-00-00-00	Payroll Liability Medical	Medical Insurance Premium	\$95,022.66
				001-013-518-30-20-00	GG-Benefits	Medical Insurance Premium	(\$0.14)
Big O Tires	40121					Check Total	\$16.24
		4/12/2016	1-46925	001-007-559-30-31-01	PB-Operating Cost	Flat repair PW7	\$16.24
Blumenthal Uniforms	40122					Check Total	\$139.83
		4/12/2016	005037993	001-008-521-20-31-01	LE-Operating Costs	Nik Test Kits - Marijuana	\$139.83
Cindy Brooks	40123					Check Total	\$125.47
		4/12/2016	3/15/16 req	001-008-521-20-26-00	LE-Clothing	Boots - C Brooks	\$125.47
Bruce C Allen & Assoc Inc	40124					Check Total	\$4,500.00
		4/12/2016	16-0076A	001-013-518-20-41-00	GG-Professional Service	Investigation analysis & appraisal-Chapel Rock Property	\$4,500.00
Marcellus Buchheit	40111					Check Total	\$150.00
		4/1/2016	LUA2014-0001	001-000-345-81-00-00	Zoning and Subdivision Fees	Refund Land Use fee LUA2014-0001	\$150.00
Carquest Auto Parts Store	40125					Check Total	\$95.11
		4/12/2016	2421-236297	101-016-544-90-31-02	ST-Operating Cost	Diesel Exhaust fluid	\$6.51
				410-016-531-10-31-02	SW-Operating Costs	Diesel Exhaust fluid	\$6.51
			2421-236355	101-016-544-90-31-02	ST-Operating Cost	Fuse	\$7.41
		2421-236595	001-010-576-80-31-00	PK-Operating Costs	Flex Handle	\$12.63	
			101-016-544-90-31-02	ST-Operating Cost	Flex Handle	\$12.64	
			410-016-531-10-31-02	SW-Operating Costs	Flex Handle	\$12.64	
		2421-237277	101-016-544-90-31-02	ST-Operating Cost	Floor mat for PW47	\$16.28	



Checks to be Approved for 3/23/2016 to 4/12/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Carquest Auto Parts Store	40125	4/12/2016	2421-237277	410-016-531-10-31-02	SW-Operating Costs	Floor mat for PW47	\$16.29
			2421-237718	101-016-544-90-31-02	ST-Operating Cost	4 wire flat connector PW37	\$2.10
				410-016-531-10-31-02	SW-Operating Costs	4 wire flat connector PW37	\$2.10
David Carter	40126	Check Total					\$18.00
		4/12/2016	1/26/16 req	001-008-521-40-49-01	LE-Staff Development	Per Diem for training BAC Refresher-Carter	\$18.00
CDW Government Inc	40127	Check Total					\$5,688.66
		4/12/2016	CLW1155	001-013-594-18-60-01	GG - Lundeen House Capital	Electronic equipment for Visitor Center	\$1,325.42
			CLZ5759	510-006-518-80-31-00	Purchase Computer Equipment	MS Surface Book SN 012766655157	\$1,566.01
			CMB1682	510-006-518-80-31-00	Purchase Computer Equipment	MS Surface Book SN 012771355157 / Docks/Monitors	\$2,319.68
			CMT4287	001-013-594-18-60-01	GG - Lundeen House Capital	Cisco Meraki MR18 wireless access point-Lundeen House	\$451.78
			CMX8833	510-006-518-80-31-00	Purchase Computer Equipment	Startech DP to DVI Adapter Cable	\$25.77
City of Everett	40128	Check Total					\$765.00
		4/12/2016	I16000577	001-008-554-30-51-00	LE-Environmental-Animal Contro	Animal shelter services Feb 2016	\$555.00
			I16000608	410-016-531-10-41-01	SW-Professional Services	Fecal coloform analysis	\$210.00
City of Marysville	40129	Check Total					\$28,382.55
		4/12/2016	16-003	001-013-512-50-41-00	GG-Municipal Court Fees	Municipal court fees - Feb 2016	\$11,249.55
			POLIN11-0631	001-008-523-60-51-00	LE-Jail	Prisoner Housing/Transport/Marysville & Yakima Jan/Feb 2016	\$17,133.00
Civicplus	40130	Check Total					\$3,500.00
		4/12/2016	158416	001-008-521-20-41-00	LE-Professional Services	Police Dept Header package Setup Fees	\$3,500.00
Code Publishing Co	40131	Check Total					\$74.77
		4/12/2016	52605	001-003-514-20-41-00	CC-Professional Services	Municipal Code updates Ord 950	\$74.77
Comcast	40132	Check Total					\$191.94
		4/12/2016	3/16 0144568	001-008-521-20-42-00	LE-Communication	Internet services - Grade Road	(\$0.34)
			3/16 0692756	001-008-521-20-42-00	LE-Communication	Internet services - Market Place	\$106.14
			3/16 0810218	001-008-521-20-42-00	LE-Communication	Internet services - N Lakeshore Drive	\$86.14
	40133	Check Total					\$227.41
		4/12/2016	3/16 0808840	001-010-576-80-31-00	PK-Operating Costs	Internet services - City shop	\$25.38
				101-016-544-90-31-02	ST-Operating Cost	Internet services - City shop	\$25.38
				410-016-531-10-31-02	SW-Operating Costs	Internet services - City shop	\$25.38
			3/16 0827887	101-016-544-90-31-02	ST-Operating Cost	Traffic signal control	\$151.27



Checks to be Approved for 3/23/2016 to 4/12/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total		
Comdata Corporation	40134							Check Total	\$121.58
		4/12/2016	20250059	001-008-521-20-32-00	LE-Fuel	Fuel		\$121.58	
Daily Journal of Commerce	40135							Check Total	\$112.20
		4/12/2016	3310873	101-016-542-30-41-01	ST-Advertising	Request for Bids - Overlay project		\$44.00	
			3311462	101-016-542-30-41-01	ST-Advertising	Request for bids:Biohazard removal		\$34.10	
				410-016-531-10-41-05	SW-Advertising	Request for bids:Biohazard removal		\$34.10	
Day Wireless Systems	40136							Check Total	\$743.61
		4/12/2016	406371	001-008-521-20-26-00	LE-Clothing	Flexible ear inserts - C Brooks		\$12.00	
			407758	001-008-521-20-41-00	LE-Professional Services	Expert witness testimony		\$405.15	
			407902	001-008-521-20-26-00	LE-Clothing	Acoustic Tube/one wire kit/flexible ear insert- R Brooks		\$111.37	
			408087	001-008-521-20-26-00	LE-Clothing	Adapter/Two wire kit/flexible ear insert- Barnes		(\$327.91)	
			408501	001-008-521-20-48-00	LE-Repair & Maintenance Equip	Multiple Speedgun repair		\$543.00	
Dell Marketing LP	40137							Check Total	\$5,828.03
		4/12/2016	XJWTPRRK7	510-006-518-80-31-00	Purchase Computer Equipment	5 OptiPlex 9030 SNs 3TRWDB2/3TRXDB2/3TSTDB2/3TRZDB2/3TRYDB2		\$5,828.03	
Dept of Retirement	40138							Check Total	\$32.13
		4/12/2016	1156197	001-004-514-23-49-00	FI-Miscellaneous	OASI 2015 Tax Year		\$32.13	
Dept of Retirement (Deferred Comp)	0							Check Total	\$2,240.00
		4/1/2016	04/01/16	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-State Deferre		\$2,240.00	
Dept of Retirement PERS LEOFF	0							Check Total	\$64,294.73
		4/1/2016	04/01/16	001-000-282-00-00-00	Payroll Liability Retirement	PERS LEOFF Contributions		\$64,294.73	
Dicks Towing	40139							Check Total	\$365.82
		4/12/2016	154177	001-008-521-80-40-01	LE - Evidence Impound	Evidence towing case 2016-5010		\$125.58	
			158469	001-008-521-20-31-01	LE-Operating Costs	Towing of PT29 from 8820 E Sunnyside to County Shop		\$114.66	
			158509	001-008-521-80-40-01	LE - Evidence Impound	Evidence towing case 2016-4534		\$125.58	
Discount Fence	40140							Check Total	\$11,035.12
		4/12/2016	1101	001-013-594-18-60-01	GG - Lundeen House Capital	Fence replacement Lundeen House		\$999.12	
				621-000-386-00-00-02	Retainage - Other PW Project	Retainage - Discount Fence		(\$49.96)	
			1102	410-016-594-31-63-00	SW-Storm Drainage - Cap Proj	Fence replacement - North Davies 800 block		\$2,710.66	
				621-000-386-00-00-02	Retainage - Other PW Project	Retainage - Discount Fence		(\$135.53)	
			1106	410-016-594-31-63-00	SW-Storm Drainage - Cap Proj	Fence replacement Lundeen Pkwy South		\$1,916.64	
				621-000-386-00-00-02	Retainage - Other PW Project	Fence replacement Lundeen Pkwy South		(\$95.83)	



Checks to be Approved for 3/23/2016 to 4/12/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Discount Fence	40140	4/12/2016	1107	410-016-594-31-63-00	SW-Storm Drainage - Cap Proj	Fence replacement Lundeen Pkwy North	\$1,742.40
				621-000-386-00-00-02	Retainage - Other PW Project	Retainage - Discount Fence	(\$87.12)
			1108	410-016-594-31-63-00	SW-Storm Drainage - Cap Proj	Fence replacement Mandolin Ct Pond	\$4,247.10
				621-000-386-00-00-02	Retainage - Other PW Project	Fence replacement Mandolin Ct Pond	(\$212.36)
Check Total							\$949.65
E&E Lumber Inc	40141	4/12/2016	102548	001-013-594-18-60-01	GG - Lundeen House Capital	Lumber/hardware for Lundeen House remodel	\$551.81
			102563	001-013-594-18-60-01	GG - Lundeen House Capital	Lumber/hardware for Lundeen House remodel	\$397.84
			Check Total				
Steven Edin	40142	4/12/2016	3/22/16 req	001-013-518-20-31-00	GG-Operating	Employee Appreciation & years of service awards	\$178.42
			Check Total				
Electronic Federal Tax Pmt System EFTPS	0	4/1/2016	04/01/16	001-000-281-00-00-00	Payroll Liability Taxes	Federal Payroll Taxes	\$58,918.44
			Check Total				
Electronic Business Machines	40143	4/12/2016	AR34078	001-013-518-20-48-00	GG-Repair & Maintenance	Copier repair & Maint	\$418.78
			AR34654	001-007-558-50-48-00	PL-Repairs & Maint.	Copier repair & Maint	\$51.89
				001-007-559-30-48-00	PB-Repair & Maintenance	Copier repair & Maint	\$51.89
				101-016-542-30-48-00	ST-Repair & Maintenance	Copier repair & Maint	\$51.89
				410-016-531-10-48-00	SW-Repairs & Maintenance	Copier repair & Maint	\$51.88
			Check Total				
Adam Emerson	40144	4/12/2016	3/18/16 req	001-006-518-80-31-00	IT-Office Supplies	OtterBox Iphone 6 case	\$21.57
			Check Total				
Everett Stamp Works	40145	4/12/2016	17651	001-003-514-20-31-00	CC-Office Supply	City address stamp	\$28.13
			Check Total				
Frontier	40146	4/12/2016	3/16 4253340835	001-013-518-20-42-00	GG-Communication	Telephone services	\$27.13
				101-016-543-30-42-00	ST-Communications	Telephone services	\$27.14
				410-016-531-10-42-00	SW-Communications	Telephone services	\$27.13
			3/16 4253979674	101-016-542-64-47-00	ST-Traffic Control -Utility	Telephone services	\$62.94
				Check Total			
Glens Rental Sales and Service	40147	4/12/2016	S8422	001-010-576-80-31-00	PK-Operating Costs	Parts for power tools	\$111.79
				101-016-544-90-31-02	ST-Operating Cost	Parts for power tools	\$111.78
				410-016-531-10-31-02	SW-Operating Costs	Parts for power tools	\$111.78
			S8423	001-010-576-80-31-00	PK-Operating Costs	Parts for weeders	\$24.76
			Check Total				



Checks to be Approved for 3/23/2016 to 4/12/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Glens Rental Sales and Service	40147	4/12/2016	S8423	101-016-544-90-31-02	ST-Operating Cost	Parts for weed eaters	\$24.76	
				410-016-531-10-31-02	SW-Operating Costs	Parts for weed eaters	\$24.76	
			S8440	001-010-576-80-31-00	PK-Operating Costs	Cutoff saw blades	\$253.37	
				101-016-544-90-31-02	ST-Operating Cost	Cutoff saw blades	\$253.36	
				410-016-531-10-31-02	SW-Operating Costs	Cutoff saw blades	\$253.36	
			S8442	101-016-544-90-31-02	ST-Operating Cost	Parts for weed eaters and chainsaws	\$55.85	
410-016-531-10-31-02	SW-Operating Costs	Parts for weed eaters and chainsaws		\$55.85				
Grainger	40148	Check Total						\$456.10
		4/12/2016	9049030423	001-010-576-80-31-00	PK-Operating Costs	All purpose cleaner	\$14.16	
				101-016-544-90-31-02	ST-Operating Cost	All purpose cleaner	\$14.16	
				410-016-531-10-31-02	SW-Operating Costs	All purpose cleaner	\$14.17	
		9053927563	001-010-576-80-31-00	PK-Operating Costs	Bellows Plunger	\$5.69		
			101-016-544-90-31-02	ST-Operating Cost	Bellows Plunger	\$5.69		
			410-016-531-10-31-02	SW-Operating Costs	Bellows Plunger	\$5.69		
		9058016966	101-016-544-90-31-02	ST-Operating Cost	Fluorescent lamp for shop	\$35.51		
			410-016-531-10-31-02	SW-Operating Costs	Fluorescent lamp for shop	\$35.51		
		9058264012	101-016-544-90-31-02	ST-Operating Cost	Lithiom battery	\$106.43		
			410-016-531-10-31-02	SW-Operating Costs	Lithiom battery	\$106.43		
		9060995462	001-010-576-80-31-00	PK-Operating Costs	Soap for shop	\$14.45		
			101-016-544-90-31-02	ST-Operating Cost	Soap for shop	\$14.44		
			410-016-531-10-31-02	SW-Operating Costs	Soap for shop	\$14.44		
		9063014378	001-010-576-80-31-00	PK-Operating Costs	Grease	\$23.11		
			101-016-544-90-31-02	ST-Operating Cost	Grease	\$23.11		
			410-016-531-10-31-02	SW-Operating Costs	Grease	\$23.11		
		Granite Construction Supply	40149	Check Total				
4/12/2016	262_00062509			101-016-542-64-31-00	ST-Traffic Control - Supply	Street signs	\$116.20	
				101-016-544-90-31-02	ST-Operating Cost	Gas cans	\$37.68	
	410-016-531-10-31-02			SW-Operating Costs	Gas cans	\$37.67		
262_00062588	101-016-542-64-31-00			ST-Traffic Control - Supply	10 Neighborhood Watch Signs	\$358.38		
262_00062589	001-010-576-80-31-00			PK-Operating Costs	4 Park rules signs	\$418.11		
Grating Pacific LLC	40150	Check Total						\$4,782.57
		4/12/2016	0155929-IN	001-010-594-76-64-00	PK-Capital Outlay	Fiberglass Grating North Cove dock	\$4,782.57	



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total		
Chris L Griffen	40151							Check Total	\$262.50
		4/12/2016	5Z0954232	001-011-515-91-41-00	LG-General Indigent Defense	Public defender services 5Z0954232	\$262.50		
Group Health Coop	40152							Check Total	\$713.00
		4/12/2016	1684248-42430	001-008-521-20-41-00	LE-Professional Services	New employee screening	\$603.00		
				101-016-542-30-41-02	ST-Professional Service	New employee screening	\$55.00		
				410-016-531-10-41-01	SW-Professional Services	New employee screening	\$55.00		
HB Jaeger Co LLC	40153							Check Total	\$479.84
		4/12/2016	170642/1	410-016-531-10-31-02	SW-Operating Costs	Stormwater catch basins & Jet set	\$479.84		
Gavin Heinemann	40154							Check Total	\$18.00
		4/12/2016	4/1/16 req	001-008-521-20-43-00	LE-Travel & Meetings	Per Diem for BAC/SFST refresher Training-Heinemann	\$18.00		
Hertz Equipment Rental	40155							Check Total	\$256.62
		4/12/2016	28520163-001	101-016-542-30-45-00	ST-Rentals-Leases	Platform rental for Shop maintenance	\$128.31		
				410-016-531-10-45-01	SW-Rentals-Leases	Platform rental for Shop maintenance	\$128.31		
Honey Bucket	40156							Check Total	\$468.21
		4/12/2016	2-1599285	001-010-576-80-45-00	PK-Equipment Rental	Honeybucket rental - Swim beach	\$177.50		
			2-1599353	001-010-576-80-45-00	PK-Equipment Rental	Honeybucket rental - Boat launch	\$76.71		
			2-1608443	001-010-576-80-45-00	PK-Equipment Rental	Honeybucket rental - Boat Launch	\$214.00		
Industrial Supply Inc	40157							Check Total	\$547.67
		4/12/2016	574120	001-010-576-80-31-03	PK-Lundeen-Op Costs	Aluminum Asphalt Rake/Post hole digger	\$493.93		
			574739	101-016-544-90-31-02	ST-Operating Cost	Brooms	\$13.43		
				410-016-531-10-31-02	SW-Operating Costs	Brooms	\$13.44		
			575071	101-016-544-90-31-02	ST-Operating Cost	Brooms	\$13.44		
				410-016-531-10-31-02	SW-Operating Costs	Brooms	\$13.43		
International Institute of Municipal Clerks	40158							Check Total	\$245.00
		4/12/2016	CMC Application	001-003-514-20-49-00	CC-Miscellaneous	Application for CMC - K Pugh	\$50.00		
			Membership	001-003-514-20-49-00	CC-Miscellaneous	IIMC membership K Pugh	\$195.00		
J Thayer Company	40159							Check Total	\$248.66
		4/12/2016	1027377-0	001-008-521-20-31-00	LE-Office Supplies	Envelopes/Wireless keyboard	\$222.36		
			1030944-0	001-008-521-20-31-00	LE-Office Supplies	Desktop file	\$26.30		
JJ Polygraph Service LLC	40160							Check Total	\$200.00
		4/12/2016	1249	001-008-521-20-41-00	LE-Professional Services	Polygraph Examination New Hire Police Officer	\$200.00		



Checks to be Approved for 3/23/2016 to 4/12/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
Johns Cleaning Service	40161						Check Total	\$73.80
		4/12/2016	1745	001-008-521-20-26-00	LE-Clothing	Uniform cleaning Mar 2016	\$73.80	
KCDAPurchasing Coop	40162						Check Total	\$74.52
		4/12/2016	300010735	001-008-521-20-31-00	LE-Office Supplies	Batteries	\$74.52	
KPF Consulting Engineers Inc	40163						Check Total	\$32,791.37
		4/12/2016	36496	101-016-542-30-41-02	ST-Professional Service	Engineering svcs-N Lakeshore Dr	\$8,580.00	
			36504	101-016-542-30-41-02	ST-Professional Service	Engineering svcs-91st Ave SE Safer Routes	\$24,211.37	
Kroesen's Uniforms	40164						Check Total	\$412.63
		4/12/2016	30815-3	001-008-521-20-26-00	LE-Clothing	Fleece lined Command Sweater - Lambier	\$97.20	
			31164-1	001-008-521-20-26-00	LE-Clothing	Uniform pants - Ubert	\$108.60	
			31764	001-008-521-20-26-00	LE-Clothing	Uniform shirts - Krusey	\$206.83	
Lake Industries LLC	40165						Check Total	\$1,353.95
		4/12/2016	268751	001-013-594-18-60-01	GG - Lundeen House Capital	1" Minus Pit Run/washed sand	\$139.70	
			268765	001-013-594-18-60-01	GG - Lundeen House Capital	1" Minus Pit Run/washed sand	\$368.99	
			268770	001-013-594-18-60-01	GG - Lundeen House Capital	1" Minus Pit Run/washed sand	\$150.92	
			268775	001-013-594-18-60-01	GG - Lundeen House Capital	1" Minus Pit Run/washed sand	\$68.97	
			268786	001-013-594-18-60-01	GG - Lundeen House Capital	1" Minus Pit Run/washed sand	\$74.83	
			268795	001-013-594-18-60-01	GG - Lundeen House Capital	Washed Screened Sand	\$239.17	
			268806	001-013-594-18-60-01	GG - Lundeen House Capital	Washed Screened Sand	\$71.37	
			30752	001-013-594-18-60-01	GG - Lundeen House Capital	Asphalt	\$120.00	
			30756	001-013-594-18-60-01	GG - Lundeen House Capital	Asphalt	\$120.00	
Lake Stevens Chamber of Commer	40166						Check Total	\$120.00
		4/12/2016	1320	001-013-518-90-49-01	GG-Chamber of Commerce	2016 Membership	\$120.00	
Lake Stevens Fire	40167						Check Total	\$9,325.40
		4/12/2016	9252	001-010-576-80-31-00	PK-Operating Costs	Annual Fire Inspection - City Shop	\$100.00	
				101-016-544-90-31-02	ST-Operating Cost	Annual Fire Inspection - City Shop	\$100.00	
				410-016-531-10-31-02	SW-Operating Costs	Annual Fire Inspection - City Shop	\$100.00	
		9256	001-012-572-20-31-00	CS-Library-Office & Operating	Annual Fire Inspection - Library	\$185.00		
Q3-Q4 2015	633-013-586-00-00-07	Fire Dept Fee Remittance	Q3 & Q4 2016 Fire Fees	\$8,840.40				
Lake Stevens Police Guild	40112						Check Total	\$1,014.00
		4/1/2016	04/01/16	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Union Dues	\$1,014.00	



Checks to be Approved for 3/23/2016 to 4/12/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
Lake Stevens School District	40168						Check Total	\$5,778.64
		4/12/2016	1210	001-006-518-80-32-00	IT-Fuel	Fuel	\$53.50	
				001-007-559-30-32-00	PB-Fuel	Fuel	\$60.09	
				001-010-576-80-32-00	PK-Fuel Costs	Fuel	\$49.08	
				101-016-542-30-32-00	ST-Fuel	Fuel	\$687.46	
				410-016-531-10-32-00	SW-Fuel	Fuel	\$760.10	
				1211	001-008-521-20-32-00	LE-Fuel	Fuel	\$4,078.41
		2018	001-001-511-60-45-01	Legislative - Rentals	City Council chamber rental February 2016	\$90.00		
Lasting Impressions Inc	40169						Check Total	\$18.50
		4/12/2016	33133	001-008-521-20-26-00	LE-Clothing	Attach Embroidered Name patches	\$18.50	
Lowes Companies	40170						Check Total	\$1,609.25
		4/12/2016	911011	001-013-594-18-60-01	GG - Lundeen House Capital	Concrete Blocks	\$22.50	
			911012	410-016-531-10-31-02	SW-Operating Costs	Concrete Blocks for raising Storm drain	\$16.87	
			914126	101-016-544-90-31-02	ST-Operating Cost	3 drawer Toolbox for PW47	\$21.57	
				410-016-531-10-31-02	SW-Operating Costs	3 drawer Toolbox for PW47	\$21.56	
			916284	101-016-544-90-31-02	ST-Operating Cost	Washer & Dryer for shop	(\$272.88)	
				410-016-531-10-31-02	SW-Operating Costs	Washer & Dryer for shop	(\$272.89)	
			961430	001-013-594-18-60-01	GG - Lundeen House Capital	Grout/rebar/trowels for Lundeen House	\$216.52	
			961549	001-013-594-18-60-01	GG - Lundeen House Capital	Concrete	\$48.98	
			961557	101-016-544-90-31-02	ST-Operating Cost	Toolbox for PW21	\$21.56	
				410-016-531-10-31-02	SW-Operating Costs	Toolbox for PW21	\$21.57	
			961760	001-013-594-18-60-01	GG - Lundeen House Capital	Electrical supplies for Lundeen House	\$43.08	
			961774	001-013-594-18-60-01	GG - Lundeen House Capital	Electrical conduit for Lundeen House	\$13.52	
			999980	101-016-544-90-31-02	ST-Operating Cost	Washer & Dryer for shop	\$853.65	
410-016-531-10-31-02	SW-Operating Costs			Washer & Dryer for shop	\$853.64			
Monroe Correctional Complex	40171						Check Total	\$1,030.39
		4/12/2016	MCC1603.353	001-010-576-80-48-00	PK-Repair & Maintenance	DOC work crew services January 2016	\$129.82	
				101-016-542-30-48-00	ST-Repair & Maintenance	DOC work crew services January 2016	\$136.71	
				410-016-531-10-48-00	SW-Repairs & Maintenance	DOC work crew services January 2016	\$188.86	
		MCC1603.364	001-010-576-80-48-00	PK-Repair & Maintenance	DOC work crew services February 2016	\$128.12		
			101-016-542-30-48-00	ST-Repair & Maintenance	DOC work crew services February 2016	\$293.05		
			410-016-531-10-48-00	SW-Repairs & Maintenance	DOC work crew services February 2016	\$153.83		



Checks to be Approved for 3/23/2016 to 4/12/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
MRSC	40172						Check Total	\$240.00
		4/12/2016	33583	001-013-518-20-49-00	GG-Miscellaneous	MRSC Rosters	\$240.00	
Nationwide Retirement Solution	0						Check Total	\$1,375.00
		4/1/2016	04/01/16	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-Nationwide	\$1,375.00	
Office of The State Treasurer	40173						Check Total	\$13,732.65
		4/12/2016	Mar 2016	633-000-586-00-00-15	Vehicle License Fraud Account	March 2016 State Court Fees	\$9.62	
				633-007-586-00-00-02	Building - State Bl	March 2016 State Court Fees	\$378.00	
				633-008-586-00-00-03	Public Safety And Ed. 1986	March 2016 State Court Fees	\$6,362.06	
				633-008-586-00-00-04	Public Safety And Education	March 2016 State Court Fees	\$3,745.99	
				633-008-586-00-00-05	Judicial Information System-Ci	March 2016 State Court Fees	\$1,469.63	
				633-008-586-00-00-08	Trauma Care	March 2016 State Court Fees	\$490.06	
				633-008-586-00-00-09	School Zone Safety	March 2016 State Court Fees	\$192.27	
				633-008-586-00-00-10	Public Safety Ed #3	March 2016 State Court Fees	\$161.16	
				633-008-586-00-00-11	Auto Theft Prevention	March 2016 State Court Fees	\$697.47	
				633-008-586-00-00-12	HWY Safety Act	March 2016 State Court Fees	\$42.13	
				633-008-586-00-00-13	Death Inv Acct	March 2016 State Court Fees	\$27.60	
633-008-586-00-00-14	WSP Highway Acct			March 2016 State Court Fees	\$156.66			
Otak Inc	40174						Check Total	\$13,095.54
		4/12/2016	000031600290	101-016-544-20-41-00	ST-Prof Srv - Engineering	Engineering svcs-S Lake Stevens Road Widening	\$13,095.54	
Owen Equipment Company	40175						Check Total	\$718.92
		4/12/2016	00079086	101-016-544-90-31-02	ST-Operating Cost	Light for PW26	\$179.73	
				410-016-531-10-31-02	SW-Operating Costs	Light for PW26	\$179.73	
79086	410-016-531-10-31-02		SW-Operating Costs	Spotlight	\$359.46			
Pakor Inc NW8935	40176						Check Total	\$254.53
		4/12/2016	8017004	001-008-521-20-31-00	LE-Office Supplies	Passport picture toner	\$254.53	
Kristen Parnell	40177						Check Total	\$95.00
		4/12/2016	3/15/16 req	001-008-521-20-43-00	LE-Travel & Meetings	Per Diem Crime Scene Photography training - Parnell	\$95.00	
Perteet Engineering Inc	40178						Check Total	\$39,940.07
		4/12/2016	20120176.001-10	301-016-544-40-41-00	Street Op - Planning -Design	20th Street SE Phase II-Segment 1 Design	\$39,940.07	
Petty Cash Account	40179						Check Total	\$4.00
		4/12/2016	Jan 2016	001-003-514-20-43-00	CC-Travel & Meetings	SCCFOA mtg non member upcharge	\$4.00	



Checks to be Approved for 3/23/2016 to 4/12/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total		
Pitney Bowes	40180							Check Total	\$113.10
		4/12/2016	9619164-MR16	001-013-518-20-45-00	GG-Equipment Rental	Postage machine rental		\$113.10	
Pitney Bowes Inc	40181							Check Total	\$71.06
		4/12/2016	552559	001-013-518-20-31-00	GG-Operating	Postage machine ink cartridge		\$71.06	
Platt Electric Supply	40182							Check Total	\$543.02
		4/12/2016	I938165	101-016-544-90-31-02	ST-Operating Cost	Electrical supplies for shop repair		\$95.51	
				410-016-531-10-31-02	SW-Operating Costs	Electrical supplies for shop repair		\$95.50	
			I952080	101-016-544-90-31-02	ST-Operating Cost	Electrical supplies for shop repair		\$71.67	
				410-016-531-10-31-02	SW-Operating Costs	Electrical supplies for shop repair		\$71.67	
			I992468	101-016-544-90-31-02	ST-Operating Cost	Lights/terminal adapter/conduit for shop		\$104.34	
				410-016-531-10-31-02	SW-Operating Costs	Lights/terminal adapter/conduit for shop		\$104.33	
Prothman	40183							Check Total	\$48,788.10
		4/12/2016	2016-5250	001-008-521-20-41-00	LE-Professional Services	Police Chief recruiting		\$6,500.00	
			2016-5261	001-008-521-20-41-00	LE-Professional Services	Police Chief Consulting 2/27-3/11/16		\$8,478.96	
			2016-5266	001-002-513-11-41-00	AD-Professional Services	Municipal Consulting 2/27-3/11/16		\$7,828.00	
			2016-5280	001-007-558-50-41-00	PL-Professional Servic	Planning Director seach expenses		\$3,465.57	
			2016-5297	001-008-521-20-41-00	LE-Professional Services	Police Cheif Consulting 3/12-3/25/16		\$8,998.08	
			2016-5303	001-002-513-11-41-00	AD-Professional Services	Municipal Consulting 3/12-3/25/16		\$7,350.82	
			2016-5306	001-007-558-50-41-00	PL-Professional Servic	Recruiting services-Planning Director		\$6,166.67	
Puget Sound Business Jrnl	40184								Check Total
		4/12/2016	2016-2017	001-007-558-70-41-00	PL-Economic Devel	2016-17 Subscription PS Bus Jrnl		\$100.00	
Puget Sound Clean Air Agency	40185							Check Total	\$4,789.50
		4/12/2016	Q2 16-051S	001-013-553-70-51-00	GG-Air Pollution	Q2 2016 Clean Air Assessment		\$4,789.50	
Puget Sound Energy	40186							Check Total	\$303.43
		4/12/2016	3/16 24316495	001-010-576-80-47-00	PK-Utilities	Natural Gas		\$48.69	
				101-016-543-50-47-00	ST-Utilities	Natural Gas		\$48.69	
				410-016-531-10-47-00	SW-Utilities	Natural Gas		\$48.68	
			3/16 3723810	001-008-521-50-47-00	LE-Utilities	Natural Gas		\$157.37	
R&R Star Towing Inc	40187							Check Total	\$755.86
		4/12/2016	108127	001-008-521-20-31-01	LE-Operating Costs	Towing services from 9212 12th Pl SE		\$377.93	
			109477	001-008-521-20-31-01	LE-Operating Costs	Towing services from 9212 12th Pl SE		\$377.93	



Checks to be Approved for 3/23/2016 to 4/12/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total		
Right On Heating & Sheet Metal Inc	40188							Check Total	\$507.02
		4/12/2016	21029	101-016-542-30-48-00	ST-Repair & Maintenance	HVAC service at City shop		\$253.51	
				410-016-531-10-48-00	SW-Repairs & Maintenance	HVAC service at City shop		\$253.51	
Safeguard Pest Control Inc	40189							Check Total	\$49.14
		4/12/2016	49988	001-008-521-50-48-00	LE -Repair & Maint Facilities	Pest Control - Grade Road		\$49.14	
Sirchie Finger Print	40190							Check Total	\$180.83
		4/12/2016	0246320-IN	001-008-521-80-30-00	LE - Evidence Room - Supplies	Evidence test strips		\$180.83	
Snohomish County Planning	40191							Check Total	\$5,390.00
		4/12/2016	1000406925	001-007-559-30-41-00	PB-Professional Srv	Building plan review & inspections Feb 2016		\$5,390.00	
Snohomish County PUD	40192							Check Total	\$5,643.56
		4/12/2016	100213287	001-010-576-80-47-00	PK-Utilities	200493443 Cath Creek Park meter 73867		\$18.36	
			104432321	101-016-542-63-47-00	ST-Lighting - Utilities	200178218 Traffic Signal		\$196.65	
			10444146	001-008-521-50-47-00	LE-Utilities	200558690 Police N Lakeshore Drive		\$90.26	
			114393519	101-016-542-63-47-00	ST-Lighting - Utilities	200363505 Traffic Signal		\$77.07	
			114406098	101-016-542-63-47-00	ST-Lighting - Utilities	201595113 Street Lights		\$257.98	
			117709729	101-016-542-63-47-00	ST-Lighting - Utilities	201860178 Traffic Signal		\$203.49	
			121035134	001-008-521-50-47-00	LE-Utilities	202766820 Police Dept Electric		\$698.37	
			127659196	101-016-542-63-47-00	ST-Lighting - Utilities	202013249 Traffic Signal		\$98.73	
			127661430	101-016-542-63-47-00	ST-Lighting - Utilities	201973682 Street Lights		\$44.73	
			130968391	001-010-576-80-47-00	PK-Utilities	202340527 Yard		\$9.80	
				101-016-542-63-47-00	ST-Lighting - Utilities	202340527 Yard		\$9.80	
				410-016-531-10-47-00	SW-Utilities	202340527 Yard		\$9.81	
			147385404	101-016-542-63-47-00	ST-Lighting - Utilities	205338056 SR92 Roundabout at113th		\$75.87	
			147387042	101-016-542-63-47-00	ST-Lighting - Utilities	202342622 Street Lights		\$72.47	
			147393969	001-010-576-80-47-00	PK-Utilities	205395999 Visitor Center		\$122.13	
			150684706	101-016-542-63-47-00	ST-Lighting - Utilities	204719074 Catherine Creek Bridge lights		\$19.72	
			153925998	101-016-542-63-47-00	ST-Lighting - Utilities	202648705 Street Lights		\$50.89	
			157119740	101-016-542-63-47-00	ST-Lighting - Utilities	205320781 SR92 Roundabout at 99th		\$75.54	
			157126404	101-016-542-63-47-00	ST-Lighting - Utilities	203582010 Street Lights		\$92.18	
			157127638	101-016-542-63-47-00	ST-Lighting - Utilities	202648101 Street Lights - Soper Hill Annexation		\$1,066.97	
			157127710	101-016-542-63-47-00	ST-Lighting - Utilities	202670725 Street Lights		\$1,181.12	
			160326255	001-010-576-80-47-00	PK-Utilities	203599006 City Shop		\$151.48	



Checks to be Approved for 3/23/2016 to 4/12/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Snohomish County PUD	40192	4/12/2016	160326255	101-016-543-50-47-00	ST-Utilities	203599006 City Shop	\$151.48	
				410-016-531-10-47-00	SW-Utilities	203599006 City Shop	\$151.52	
			163535653	001-008-521-50-47-00	LE-Utilities	203033030 Police Dept Water	\$82.12	
			163541957	101-016-542-63-47-00	ST-Lighting - Utilities	202988481 Street Lights	\$185.34	
			163542341	001-010-576-80-47-00	PK-Utilities	203203245 Lundeen Restrooms	\$167.65	
			163543710	001-010-576-80-47-00	PK-Utilities	203531959 Mobile at 2424 Soper Hill Rd	\$37.03	
			163543975	101-016-542-63-47-00	ST-Lighting - Utilities	203730189 Traffic Signal	\$86.95	
			163543980	101-016-542-63-47-00	ST-Lighting - Utilities	203731153 Traffic Signal	\$97.09	
			166808677	101-016-542-63-47-00	ST-Lighting - Utilities	203728159 Traffic Signal	\$60.96	
Snohomish County PW S	40193						Check Total	\$1,367.33
		4/12/2016	I000407120	101-016-542-64-31-00	ST-Traffic Control - Supply	Traffic signal repair	\$1,224.82	
			I000407121	101-016-542-64-31-00	ST-Traffic Control - Supply	Traffic signal repair	\$142.51	
Snohomish County PW V	40194						Check Total	\$6,853.28
		4/12/2016	I000406971	001-008-521-20-48-00	LE-Repair & Maintenance Equip	Vehicle repair & maintenance	\$4,859.08	
				101-016-542-30-48-00	ST-Repair & Maintenance	Vehicle repair & maintenance	\$997.10	
				410-016-531-10-48-00	SW-Repairs & Maintenance	Vehicle repair & maintenance	\$997.10	
Snohomish County Sheriff and Police Chiefs	40195						Check Total	\$75.00
		4/12/2016	2016	001-008-521-20-49-00	LE-Dues & Memberships	2016 SCSPCA Annual Dues	\$75.00	
Snohomish County Treasurer	40196						Check Total	\$244.27
		4/12/2016	March 2016	633-008-586-00-00-01	Crime Victims Compensation	March 2016 Crime Victims Compensation	\$244.27	
Sonsray Machinery LLC	40197						Check Total	\$433.77
		4/12/2016	P04193-09	101-016-544-90-31-02	ST-Operating Cost	Blades for Shoulder Mower PW45	\$216.88	
				410-016-531-10-31-02	SW-Operating Costs	Blades for Shoulder Mower PW45	\$216.89	
Sound Publishing Inc	40198						Check Total	\$949.64
		4/12/2016	EDH642044	001-007-558-50-41-03	PL-Advertising	Maple Rock II - 1510 & 1524 99th Ave SE	\$77.52	
			EDH687029	001-013-518-30-41-01	GG-Advertising	Planned Final Action on Condemnation	\$148.16	
			EDH687336	001-007-558-50-41-03	PL-Advertising	LUA2016-0004 McKay Subdivision Map Amendment	\$87.84	
			EDH687337	001-007-558-50-41-03	PL-Advertising	LUA2016-0001 CUP & Variance-Lk Stevens School Dist	\$87.84	
			EDH687338	001-007-558-50-41-03	PL-Advertising	LUA2016-0010 Silverstone Property Site Special Rezone	\$77.52	
			EDH687356	001-013-518-30-41-01	GG-Advertising	Joint City Council & Parks Board Workshop mtg	\$29.36	
			EDH687441	001-007-558-50-41-03	PL-Advertising	Comp Plan Amendments 2016 Docket	\$161.92	
			EDH688207	001-007-558-50-41-03	PL-Advertising	Design Review Board Meeting	\$63.76	



Checks to be Approved for 3/23/2016 to 4/12/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Sound Publishing Inc	40198	4/12/2016	EDH688245	001-007-558-50-41-03	PL-Advertising	LUA2016-0023 North Cove Park Dock Remodel	\$80.96	
			EDH688249	101-016-542-30-41-01	ST-Advertising	2016 Overlay project	\$22.48	
			EDH689016	001-013-518-30-41-01	GG-Advertising	Ordinance 950	\$25.92	
			EDH690154	001-013-518-30-41-01	GG-Advertising	Ordinance 952	\$25.92	
			EDH690155	001-013-518-30-41-01	GG-Advertising	Ordinance 953	\$29.36	
			EDH690994	101-016-542-30-41-01	ST-Advertising	Req for Bids - Homeless Encampment Biohazard cleanup	\$15.54	
			410-016-531-10-41-05	SW-Advertising	Req for Bids - Homeless Encampment Biohazard cleanup	\$15.54		
Sound Safety Products Co Inc	40199	Check Total						\$92.77
		4/12/2016	49989/1	101-016-542-90-31-01	ST-Clothing	Steel Toe Boots	\$46.39	
				410-016-531-10-31-00	SW-Clothing	Steel Toe Boots	\$46.38	
Springbrook Nursery	40200	Check Total						\$2,643.87
		4/12/2016	239168	101-016-544-90-31-02	ST-Operating Cost	Dump fees	\$20.00	
				410-016-531-10-31-02	SW-Operating Costs	Dump fees	\$20.00	
			239539	001-013-594-18-60-01	GG - Lundeen House Capital	Topsoil for Lundeen House project	\$200.32	
			239541	001-013-594-18-60-01	GG - Lundeen House Capital	Topsoil for Lundeen House project	\$200.32	
			239563	001-013-594-18-60-01	GG - Lundeen House Capital	Topsoil for Lundeen House project	\$801.29	
			239599	001-013-594-18-60-01	GG - Lundeen House Capital	Topsoil for Lundeen House project	\$600.97	
			239780	001-013-594-18-60-01	GG - Lundeen House Capital	Topsoil for Lundeen House project	\$600.97	
			239887	410-016-531-10-31-02	SW-Operating Costs	Dump fees	\$120.00	
			240029	101-016-544-90-31-02	ST-Operating Cost	Dump fees	\$40.00	
410-016-531-10-31-02	SW-Operating Costs	Dump fees		\$40.00				
Standard Insurance Company	0	Check Total						\$5,219.53
		4/1/2016	04/01/16	001-000-284-00-00-00	Payroll Liability Other	Life/Disability Ins Premiums	\$148.00	
				001-002-513-11-20-00	AD-Benefits	Life/Disability Ins Premiums	\$0.00	
				001-003-514-20-20-00	CC-Benefits	Life/Disability Ins Premiums	\$111.28	
				001-004-514-23-20-00	FI-Benefits	Life/Disability Ins Premiums	\$113.71	
				001-005-518-10-20-00	HR-Benefits	Life/Disability Ins Premiums	\$70.67	
				001-006-518-80-20-00	IT-Benefits	Life/Disability Ins Premiums	\$139.15	
				001-007-558-50-20-00	PL-Benefits	Life/Disability Ins Premiums	\$302.33	
				001-007-559-30-20-00	PB-Benefits	Life/Disability Ins Premiums	\$214.09	
				001-008-521-20-20-00	LE-Benefits	Life/Disability Ins Premiums	\$2,668.25	
				001-010-576-80-20-00	PK-Benefits	Life/Disability Ins Premiums	\$151.46	



Checks to be Approved for 3/23/2016 to 4/12/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Standard Insurance Company	0	4/1/2016	04/01/16	001-013-518-30-20-00	GG-Benefits	Life/Disability Ins Premiums	\$28.00
				101-016-542-30-20-00	ST-Benefits	Life/Disability Ins Premiums	\$641.24
				401-070-535-10-20-00	SE-Benefits	Life/Disability Ins Premiums	\$21.69
				410-016-531-10-20-00	SW-Benefits	Life/Disability Ins Premiums	\$609.66
Check Total							\$327.99
Staples	40201	4/12/2016	3295519538	001-008-521-20-31-00	LE-Office Supplies	Whiteboard erasers/Dry erase markers	\$29.88
			3295519542	001-001-511-60-31-00	Legislative - Operating Costs	Magnetic name badges for Council	\$141.36
			3296189183	001-008-521-20-31-01	LE-Operating Costs	E2G File Cabinet	\$108.79
			3296189184	001-008-521-20-31-01	LE-Operating Costs	E2G File Cabinet	(\$108.79)
			3296189185	001-008-521-20-31-01	LE-Operating Costs	Jared End Table	\$82.89
			3296702500	001-008-521-20-31-01	LE-Operating Costs	17x23 Euro Frame Dry Erase	\$73.86
Check Total							\$728.85
Steuber Distributing Co	40202	4/12/2016	2815935	001-010-576-80-31-03	PK-Lundeen-Op Costs	Rye Grass seed for Lundeen Park re-seed	\$435.20
			2816870	101-016-544-90-31-02	ST-Operating Cost	Herbicide to spray around gaurdrails	\$293.65
Check Total							\$176.04
Barbara Stevens	40203	4/12/2016	3/22/16 req	001-004-514-23-43-00	FI-Travel & Meetings	Mileage to/from WPTA Conference	\$176.04
			Check Total				
Tacoma Screw Products Inc	40204	4/12/2016	18110264	101-016-544-90-31-02	ST-Operating Cost	Lock nuts/screws	\$64.67
				410-016-531-10-31-02	SW-Operating Costs	Lock nuts/screws	\$64.66
			18111112	101-016-544-90-31-02	ST-Operating Cost	Screws/bits/roll pins	\$78.98
				410-016-531-10-31-02	SW-Operating Costs	Screws/bits/roll pins	\$78.98
			18111795	101-016-544-90-31-02	ST-Operating Cost	Power bits/respirators	\$48.72
				410-016-531-10-31-02	SW-Operating Costs	Power bits/respirators	\$48.71
Check Total							\$762.00
Teamsters Local No 763	40113	4/1/2016	04/01/16	001-000-284-00-00-00	Payroll Liability Other	Union Dues	\$762.00
				Check Total			
The Sharp Shop	40205	4/12/2016	809397	001-010-576-80-48-00	PK-Repair & Maintenance	Sharpen Chipper blades	\$17.37
				101-016-542-30-48-00	ST-Repair & Maintenance	Sharpen Chipper blades	\$17.38
				410-016-531-10-48-00	SW-Repairs & Maintenance	Sharpen Chipper blades	\$17.38
Check Total							\$12.39
Dean Thomas	40206	4/12/2016	3/28/16 req	001-008-521-20-43-00	LE-Travel & Meetings	Meal at PSR training - Thomas	\$12.39



Checks to be Approved for 3/23/2016 to 4/12/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
United Way of Snohomish Co	40114						Check Total	\$61.68
		4/1/2016	04/01/16	001-000-284-00-00-00	Payroll Liability Other	Employee Contributions	\$61.68	
Universal Field Services Inc	40207						Check Total	\$524.33
		4/12/2016	47417	001-013-518-20-41-00	GG-Professional Service	Ridgeline & Grade Properties	\$524.33	
UPS	40208						Check Total	\$51.52
		4/12/2016	74Y42116	001-008-521-20-42-00	LE-Communication	Evidence shipping	\$13.15	
			74Y42126	001-008-521-20-42-00	LE-Communication	Evidence shipping	\$36.86	
			74Y42136	001-008-521-20-42-00	LE-Communication	Evidence shipping	\$1.51	
Valley Freightliner Inc	40209						Check Total	\$772.82
		4/12/2016	2260920019	101-016-542-30-48-00	ST-Repair & Maintenance	Vehicle repair PW26	\$386.41	
				410-016-531-10-48-00	SW-Repairs & Maintenance	Vehicle repair PW26	\$386.41	
Michelle Vanderwalker	40210						Check Total	\$16.79
		4/12/2016	3/29/16 req	001-008-521-20-43-00	LE-Travel & Meetings	Mileage to Records Training - Vanderwalker	\$16.79	
Verizon Northwest	40211						Check Total	\$3,129.08
		4/12/2016	9762650752	001-001-513-10-42-00	Executive - Communication	Wireless phone services	\$69.83	
				001-002-513-11-42-00	AD-Communications	Wireless phone services	\$97.66	
				001-003-514-20-42-00	CC-Communications	Wireless phone services	\$37.46	
				001-005-518-10-42-00	HR-Communications	Wireless phone services	\$52.60	
				001-006-518-80-42-00	IT-Communications	Wireless phone services	\$98.99	
				001-007-558-50-42-00	PL-Communication	Wireless phone services	\$170.06	
				001-007-559-30-42-00	PB-Communication	Wireless phone services	\$162.30	
				001-008-521-20-42-00	LE-Communication	Wireless phone services	\$1,771.56	
				001-010-576-80-42-00	PK-Communication	Wireless phone services	\$222.87	
				101-016-543-30-42-00	ST-Communications	Wireless phone services	\$222.88	
410-016-531-10-42-00	SW-Communications	Wireless phone services	\$222.87					
WABO	40212						Check Total	\$50.00
		4/12/2016	31893	001-007-558-50-41-03	PL-Advertising	Help wanted - Permit Specialist	\$50.00	
Washington Dept of Fish & Wildlife	40107						Check Total	\$150.00
		3/23/2016	JARPA	101-016-595-61-64-41	ST - Cap - Grade Road	Washington Joint Aquatic Resource Permit Application fee	\$150.00	
Washington State Criminal Justice	40213						Check Total	\$350.00
		4/12/2016	201126031	001-008-521-40-49-01	LE-Staff Development	Animal Control training - C Brooks	\$350.00	



Checks to be Approved for 3/23/2016 to 4/12/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total		
Washington State Dept of Enterprise Svcs	40214							Check Total	\$232.01
		4/12/2016	73146295	001-008-521-20-31-00	LE-Office Supplies	Business cards-LKSPD	\$45.37		
			73146296	001-008-521-20-31-00	LE-Office Supplies	Business cards LKSPD	\$45.37		
			73146372	001-008-521-20-31-00	LE-Office Supplies	Envelopes	\$95.90		
			73146578	001-008-521-20-31-00	LE-Office Supplies	Business cards-Aukerman	\$45.37		
Washington State Support Registry	0							Check Total	\$402.46
		4/1/2016	04/01/16	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Child Support	\$402.46		
Washington State University-Conf Mgmt	40215							Check Total	\$1,125.00
		4/12/2016	17042884	001-003-514-20-43-00	CC-Travel & Meetings	2016 Pacific NW Clerks Institute - K Pugh	\$525.00		
				001-003-514-20-49-02	CC-Staff Development	2016 Pacific NW Clerks Institute - K Pugh	\$600.00		
Washington Teamsters Welfare Trust EFT	0							Check Total	\$1,744.80
		4/12/2016	04/01/16	001-000-283-00-00-00	Payroll Liability Medical	Teamsters Dental Ins Premiums	\$1,744.80		
Wave Broadband	40216							Check Total	\$748.16
		4/12/2016	3/16 102-296023	001-002-513-11-42-00	AD-Communications	Telephone Service	\$11.00		
				001-003-514-20-42-00	CC-Communications	Telephone Service	\$22.00		
				001-004-514-23-42-00	FI-Communications	Telephone Service	\$21.99		
				001-005-518-10-42-00	HR-Communications	Telephone Service	\$11.00		
				001-006-518-80-42-00	IT-Communications	Telephone Service	\$33.00		
				001-007-558-50-42-00	PL-Communication	Telephone Service	\$71.52		
				001-007-559-30-42-00	PB-Communication	Telephone Service	\$11.00		
				001-008-521-20-42-00	LE-Communication	Telephone Service	\$374.08		
				001-012-575-30-42-00	CS-Historical-Communications	Telephone Service Museum	\$11.00		
				001-012-575-50-42-00	CS-Community Center - Comm	Telephone Service Senior Ctr	\$11.00		
				001-013-518-20-42-00	GG-Communication	Telephone Service	\$43.99		
				101-016-543-30-42-00	ST-Communications	Telephone Service Shop	\$63.29		
		410-016-531-10-42-00	SW-Communications	Telephone Service Shop	\$63.29				
WaveDivision Holdings LLC	40217							Check Total	\$656.16
		4/12/2016	37332	510-006-518-80-49-00	License Renewal - Annual Maint	Fiber lease for New World Connection	\$656.16		
Waynes Auto Detail	40218							Check Total	\$244.75
		4/12/2016	10478	001-007-559-30-48-00	PB-Repair & Maintenance	Full Detail - Expedition PW7	\$244.75		



Checks to be Approved for 3/23/2016 to 4/12/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
Weed Graafstra & Associates Inc	40219						Check Total	\$27,895.25
		4/12/2016	150	001-011-515-30-41-00	LG-Professional Service	Legal services - General matters	\$27,895.25	
Weed Graafstra & Associates Trust Account	40108						Check Total	\$10,000.00
		3/24/2016	Addl ROW	101-016-595-20-60-00	ST - Capital ROW Purchase	Addl Radosevich ROW Property Settlement	\$10,000.00	
Western Conference of Teamsters Pension Trust	40115						Check Total	\$1,949.24
		4/1/2016	04/01/16	001-000-282-00-00-00	Payroll Liability Retirement	Employee Contributions - Teamster Pension	\$1,949.24	
WMCA	40220						Check Total	\$150.00
		4/12/2016	2016Pugh	001-003-514-20-49-00	CC-Miscellaneous	2016 Dues - Pugh	\$75.00	
			2016Stevens	001-003-514-20-49-00	CC-Miscellaneous	2016 Dues - Stevens	\$75.00	
Zachor and Thomas Inc PS	40221						Check Total	\$10,569.36
		4/12/2016	662	001-011-515-30-41-01	PG-Prosecutor Fees	Prosecutor retainer - March 2016	\$10,569.36	
Total							\$576,423.42	

**CITY OF LAKE STEVENS
REGULAR CITY COUNCIL MEETING MINUTES**

Tuesday, March 22, 2016
Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street N.E. Lake Stevens

CALL TO ORDER: 7:00 p.m. by Mayor Pro Tem Sam Low

ELECTED OFFICIALS PRESENT: Kim Daughtry, Sam Low, Kurt Hilt, Todd Welch, Rauchel McDaniel, Kathy Holder, Marcus Tageant

ELECTED OFFICIALS ABSENT: Mayor John Spencer

STAFF MEMBERS PRESENT: Interim City Administrator Mary Swenson, Finance Director/City Clerk Barb Stevens, Interim Planning and Community Development Director Russ Wright, Public Works Director Mick Monken, Interim Police Chief Ralph Krusey, Human Resources Director Steve Edin, Deputy City Clerk Kathy Pugh, City Attorney Cheryl Beyer, Mike Bredstrand, Public Works, David Carter, School Resource Officer, Police Sgt. Robert Summers, Seth Waltz, Public Works, Associate Planner Melissa Place, Jill Meis, Assistant Planner, Casey Howell, Permit Specialist and David Williamson, Building Code Compliance Officer

OTHERS: Wilma Daniels

Pledge of Allegiance: Mayor Pro Tem/Council President Sam Low introduced Wilma Daniels, a very active volunteer in the community including with the Lions Club, who led the Pledge of Allegiance.

Roll Call. It was noted for the record that Mayor Spencer was absent from the meeting.

Approval of Agenda: Council President Low advised that a proclamation recognizing Nancy and Jim Mitchell is being added to the agenda, that there will be an executive session and that it will be moved to before the Action items, and that Consent Agenda Item H, Resolution 2016-05 Supporting Continued State Funding for Municipal Research and Services Center is being removed from the agenda.

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Tageant, to approve the agenda as amended. On vote the motion carried (7-0-0-0).

Guest Business:

Don Hartleben, 11704 20th Street NE, Lake Stevens, said that the Liquor & Cannabis Board (LCB) has allotted one more retail store for Lake Stevens, and noted that there is a moratorium in place on new retail stores in the city until October. The LCB requires that all applications for marijuana retail stores be submitted by March 31. He is requesting from the City a special use variance on the moratorium so that he can obtain a limited and tentative City business in order

to proceed with his application to the LCB. This would be administrative and would allow him to proceed with his application to the LCB before March 31 deadline.

Council President Low recommended Mr. Hartleben contact staff to see if there is a way to proceed.

Council Business:

Council President Low commented on the AWC Board of Directors recruitment and noted there are no Councilmembers who can apply at this time.

Councilmembers reported on the following: Councilmember Daughtry: National League of Cities Congressional Cities Congress; Sam Low: Representative Suzan DelBene is tentatively scheduled to visit and view the Trestle on April 6 at 9:30 a.m.; Councilmember Welch: Recognized Boy Scout Jared Eames who is attending tonight's meeting to finish his public speaking merit badge; Councilmember McDaniel: National League of Cities Congressional Cities Congress, Fire District Commissioners; Councilmember Holder: Small Craft Brewery, Distillery & Wineries-Build Your Business Forum; Councilmember Tageant: National League of Cities Congressional Cities Congress, Sewer District

Mayor's Business: None.

City Department Report.

Interim Planning and Community Director Russ Wright: Online permitting update, Fire District growth trends presentation, Design Review Board-proposed signage for Trestle Station, two hearing examiner public hearings this week; Public Works Director Mick Monken: Update on fish roundabout landscaping plan and installation, Snohomish County provided an update on the status of the lake following three years of treatment for alum and phosphorus and the results show the plan is ahead of schedule; Interim Police Chief Ralph Krusey: Police Support Officer Brooks completed the animal control academy, the Facebook page should be running by the end of month, Citizens Academy; continuing to work with the City Attorney to address aggressive panhandling, camping, bikini baristas and a resolution for body cameras, Public Safety Committee meeting on Thursday, March 24 at 3:30 p.m., working with Guild to create a mid-shift for staffing from 1:00 p.m. to 1:00 a.m. which are the peak hours; Human Resources Director Edin: Healthy Workplace Summit, Assistant Planner Jill Meis will be Wellness Committee Chair, recruitment update; Finance Director/City Clerk Barb Stevens: February budget status report sent out to Finance Committee, first quarter update coming in April, credit card payments are now being accepted at City Hall, Police Department will be up and running very soon.

Recognitions:

Council President Low read a Proclamation proclaiming March 26, 2016 as Nancy and Jim Mitchell Day.

Council President Low recognized outgoing Arts Commissioner Eileen Tietze, who was unable to attend this evening, for her contributions to the City.

Council President Low recognized the following employees for their years of service: Public Works crewmember Mike Bredstrand – 5 years, Public Works Director Mick Monken – 5 years, Police Sgt. Robert Summers – 10 years, Public Works crewmember Seth Waltz – 5 years.

Director Edin also recognized Police Detective Kerry Bernhard and School Resource Officer David Carter, who were not able to attend this evening, for 5 years of service.

Council President Low next recognized the Planning Department. He reviewed the high volume of permitting activity that has passed through the department to date this year and added there is a lot of work that goes on behind the scenes as well. The Council will be hosting a recognition lunch for the department in about two weeks.

Director Wright introduced members of the Planning Department as follows: new employees David Williamson, Building Inspector/Code Enforcement Officer and Melissa Place, Associate Planner. Director Wright also recognized Stacie Pratschner who was promoted from Associate Planner to Senior Planner and Jill Meis who was promoted to Assistant Planner from Permit Specialist.

Consent Agenda.

MOTION: Moved by Councilmember Hilt, seconded by Councilmember Welch, to approve the consent agenda as amended: (A) 2016 Vouchers [Payroll Direct Deposits of \$139,958.66, Payroll Check Nos. 40041-40042 totaling \$4,297.85, Tax Deposits of \$57,835.09, Electronic Funds Transfers (ACH) of \$4,747.86, Claims Check Nos. 40043-40106 totaling \$142,656.85, Void Check Nos. 39932 and 39699 totaling \$483.03, Total Vouchers Approved: \$349,013.28]; (B) March 15, 2016 City Council-Park Board Workshop Meeting Minutes; (C) March 15, 2016 City Council Special Meeting Minutes; (D) Ordinance 952-2016 Budget Amendment No. 1; (E) Authorize Mayor to Sign Contracts for Music on the Lake and Movie in the Park; (F) Authorize Mayor to Sign Contract with eCityGov.net for Applicant Tracking Software; (G) Composition of Downtown Subarea Plan Citizen Advisory Board; and (I) Authorize Mayor to Send Acquisition Letter Under Threat of Eminent Domain.

Council President Low requested that item (B), March 15, 2016 City Council-Park Board Workshop Meeting Minutes be corrected to remove the reference in the body of the minutes to Mayor Spencer opening the meeting.

On vote the motion carried with the correction to Item (B) and the removal of Item (H) (7-0-0-0).

Public Hearing:

Public Hearing in Consideration of 2016 Comprehensive Plan Docket and Approval of Resolution 2016-06 Adopting 2016 Comprehensive Plan Docket. Deputy City Clerk Kathy Pugh opened the public hearing and read the public hearing procedures for the record.

Interim Planning and Community Development Director Russ Wright presented the staff report and said that at the conclusion of the public hearing staff will ask that Council approve Resolution 2016-06 Adopting the 2016 Comprehensive Plan Docket. Director Wright explained that the Growth Management Act provides a process for annual updates to the Comprehensive Plan and that adopting a docket allows for the proposed annual updates to be analyzed further by staff and then brought back for consideration by Council at a later date in the year. Director

Wright reviewed the proposed 2016 Comprehensive Plan docket and noted that two of the requests are citizen-initiated amendments to the land use map with associated rezones, and the remaining docket recommendations consist of City-initiated changes to the map, text amendments and procedural amendments. Director Wright briefly reviewed each of the proposals. He then responded to Councilmembers' questions.

Council President Low invited public comment from the audience.

Sally Jo Sebring, 1023 – 99th Avenue SE, Lake Stevens, commented she does not agree with the affordable housing element of the Comprehensive Plan and said that she is concerned about the proposed changes to the Land Use Map. She believes that if the proposed changes go through, existing homeowners living in owner-owned homes will be removed in an effort to provide additional, higher density affordable housing.

MOTION: Councilmember Daughtry moved, Councilmember Holder seconded, to close the public comment portion of the public hearing. On vote the motion carried (7-0-0-0).

MOTION: Councilmember Welch moved, Councilmember Hilt seconded, to close the public hearing. On vote the motion carried (7-0-0-0).

MOTION: Councilmember Holder moved, Councilmember Hilt seconded, to approve Resolution 2016-06 ratifying a list of docket items for further analysis for the 2016 Comprehensive Plan Docket.

Councilmember Tageant disclosed for the record that he has a client in the area of the proposed Land Use Map changes, but not in the modified area of the proposed Land Use Map Changes.

On vote the motion carried (7-0-0-0).

Executive Session: Council President Low announced an executive session to last for 10 minutes beginning at 7:50 p.m. and ending at 8:00 p.m. to discuss property acquisition and/or potential litigation, with no action related to the executive session to follow.

Action Items:

Approve Ordinance 953 Authorizing Condemnation of Land for Purposes of Grade Road Repairs: Public Works Director Mick Monken presented the staff report and said that approval of this ordinance will allow the City to proceed with a condemnation lawsuit if the City is not able to reach agreement with the property owner regarding possession and use of the property to perform the needed repairs to Grade Road. Director Monken said the closure of this road affects several thousand people daily as well as emergency response, and reminded that there continues to be evidence of further and ongoing degradation to the roadbed requiring emergency repairs as soon as possible and a permanent repair later in the year. Director Monken invited Councilmembers' questions and there were none.

MOTION: Moved by Councilmember Tageant, seconded by Councilmember Daughtry, to adopt Ordinance 953 authorizing the condemnation, appropriation, taking and damaging of land and other property for purposes of repair and ongoing maintenance of the east embankment of Grade Road situated within Snohomish County Tax Parcel 290605-003-022-00. On vote the motion carried (7-0-0-0).

Authorize Mayor to Enter into Agreement for Biosolids Cleanup: Director Monken said that tonight's requested action is to authorize a \$50,000 contract for biosolids cleanup of the homeless encampments that were recently cleared of inhabitants. There is currently not a contract under consideration with a service provider but this action would allow staff to move forward quickly with a contract process so that this hazardous waste cleanup can be completed expeditiously. The City considered piggybacking with City of Seattle's contract, but there were discrepancies in that contract that did not apply to Lake Stevens' service needs. Staff is currently putting together a bid process and approval of this action request would allow staff to move forward as soon as a contract is executed. Director Monken then invited questions from Councilmembers.

Councilmember Holder commented that it is large amount of money and asked if this will be one big project or a lot of smaller projects that would eventually need more funds. Director Monken responded that it will be one big project broken down into several elements. He said that the actual number of encampments that need cleaning is unknown, and the scale of work is also unknown. Director Monken explained that for each site, the contractor would be paid to make a determination as to cost of cleanup, staff would approve that cost and then the cleanup would take place. One element includes a house on 20th that has been cleared and needs to be demolished.

Council President Low agreed that it is a large amount of money, and noted there is not a beginning and end date proposed. Director Monken anticipated the contract would run through December 2017. He said that he has talked with other cities and some cleanups can be as low as \$3,000 to \$4,000, and others are much more costly. It depends on the size of each site and what is found at each site. There are also questions about how private property will be handled. Director Monken anticipated it will take about a month to get the contract in place, including a bid process.

Discussion ensued and Director Monken said there are two companies that would be asked to bid, BioClean, located in Lake Stevens, and ServPro, located in Snohomish, and also there would be advertising so there may be more companies that will submit bids.

City Administrator Swenson reviewed the process for cleaning out each camp, beginning from contacting the residents, to posting the site, to clearing residents out and proceeding with the cleanup. She expressed concern that these camps pose a hazard to the general population and that if they are not dealt with immediately new camps will continue to pop up.

Council President Low commented that he understands the need, but that the requested action seems premature and he would like to see the contract and know the company that the contract is awarded to. He suggested it would be good to have one to three companies on call to provide biohazard cleanup.

Councilmember Welch disagreed and commented with the approval the City can move ahead.

Councilmember Hilt agreed with Councilmember Low's comments, and added this needs to be an April priority and not a spring priority.

There was consensus by Council to proceed with a bid process and bring a contract back for consideration at the April 12, 2016 regular City Council meeting.

Study Session: None.

Adjourn:

Moved by Councilmember Tageant, seconded by Councilmember Hilt to adjourn the meeting at 8:23 p.m. On vote the motion carried (7-0-0-0).

John Spencer, Mayor

Kathy Pugh, Deputy City Clerk



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Date: **Agenda** April 12, 2016

Subject: Microsoft Enterprise License Agreement (3 year contract)

Contact Person/Department:	<u>Troy Stevens / Information Services</u>	Budget Impact:	<u>\$102,117.50 \$34,039/year</u>
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RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve Microsoft Enterprise Agreement

SUMMARY/BACKGROUND:

The City's Information Services Department is looking to streamline our software licensing process by establishing an Enterprise Agreement with Microsoft to cover the entire campus of the various Microsoft software and services being used at the City. Prior to this agreement we have been supporting various versions of Microsoft software on our desktops and attempting to remain compliant with software licensing counts throughout our enterprise, this agreement will solve this problem.

This agreement is a hybrid on premise on hosted services from Microsoft through Office 365 Government Data Center. This will include Exchange Online, SharePoint Online, One Drive for Business (1TB/User), Skype for Business (Online meetings, teleconferencing, desktop collaboration), and much more.

Also included in this agreement is enterprise feature set of Windows OS enabling more features to enhance mobility for users to stay connected to corporate resources, while allowing IT to be able to manage these device so long as they are connected to the internet. There are also a host of infrastructure services that will be available to the IT department to gain better management of our entire network through System Center.

This agreement also include resources for IT training and consulting through Microsoft partners, as well as technical support from Microsoft.

APPLICABLE CITY POLICIES: None

BUDGET IMPACT: Microsoft Enterprise Agreements are three year contracts, the initial three years includes the cost of software licenses and software assurances.

ATTACHMENTS:

- ▶ Exhibit A: Enterprise Agreement Packet
- ▶ Exhibit B: Office 365 Enterprise E3 Features



EXHIBIT A

Volume Licensing

Enterprise Enrollment

State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>	79049308	Framework ID <i>(if applicable)</i>	
Previous Enrollment number <i>(Reseller to complete)</i>			

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) any supplemental contact information form or Previous Agreement/Enrollment form that may be required, (5) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. If the Enrollment is renewed, the renewal term will expire 36 full calendar months after the effective date of the renewal term. Any reference in this Enrollment to "day" will be a calendar day.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements. Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district,

or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. Minimum Order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise Commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, , then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.
 - (ii) Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered

prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

- g. True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
 - (ii) Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
 - (iii) Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may reserve the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were reserved.
 - (iv) Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
 - 1)** For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2)** For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3)** For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
 - (v) Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
 - (vi) True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) Late true-up order. If the true-up order or update statement is not received when due:

- 1) Microsoft will invoice Reseller for all Reserved Licenses not previously ordered and
- 2) Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

- (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
- (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

a. Price Levels. For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. Setting Prices. Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service will be fixed throughout the applicable initial or renewal Enrollment term. Price levels and Microsoft's prices to Resellers are reestablished at the beginning of the renewal term. However, if Enrolled Affiliate qualifies for a different price level during the applicable initial or renewal term, Microsoft may at its discretion establish a new price level for future new orders either upon Enrolled Affiliate's request or on its own initiative. Any changes will be based upon price level rules in the Product Selection Form.

4. Payment terms.

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

a. General. At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. Renewal Option. At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing the Enrollment for one additional 36 full calendar month term or signing

a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. The renewal term will start on the day following the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) Software Assurance. If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) Online Services eligible for an Extended Term. For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) Extended Term. Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate does want an Extended Term, Reseller must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.

2) Cancellation during Extended Term. If Enrolled Affiliate has opted for the Extended Term and later determines not to continue with the Extended Term, Reseller must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received the notice.

(iii) Subscription Licenses and Online Services not eligible for an Extended Term. If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any Early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community

- members may use Government Community Cloud Services.
- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
 - c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
 - d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

Enrolled Affiliate only

Enrolled Affiliate and all Affiliates

Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Lake Stevens

Contact name* First Troy **Last** Stevens

Contact email address* tstevens@lakestevenswa.gov

Street address* 1812 Main Street PO Box 257

City* Lake Stevens

State/Province* WA

Postal code* 98258-0257-

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 425-377-3234

Tax ID

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized for applicable Online Services to add or reassign Licenses and step-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Troy Last Stevens
Contact email address* tstevens@lakestevenswa.gov
Street address* 1812 Main Street PO Box 257
City* Lake Stevens
State/Province* WA
Postal code* 98258-0257 -
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 425-377-3234

Language preference. Choose the language for notices. English
 This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Troy Last Stevens
Contact email address* tstevens@lakestevenswa.gov
Phone* 425-377-3234

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SoftwareONE, Inc.
Street address (PO boxes will not be accepted)* 20875 Crossroads Circle, Suite 1
City* Waukesha
State/Province* WI
Postal code* 53186-4093
Country* United States
Contact name* MS* Admin
Phone* 262-317-5555
Contact email address* ms-admin.us@softwareone.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____
Printed name*
Printed title*
Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
 - (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Microsoft | Volume Licensing

Supplemental Contact Information Form State and Local

This form can be used in combination with Agreement and Enrollment/Registration. However, a separate form must be submitted for each Enrollment/Registration, when more than one is submitted on a signature form. For the purposes of this form, "Entity" can mean the signing Entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a Volume Licensing program agreement. Primary and Notices contacts in this form will not apply to Enrollments or Registrations.

This form applies to: Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the Entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at <https://licensing.microsoft.com>.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of Entity*

Contact name*: First Last

Contact email*

Street address*

City* State* Postal code*

Country*

Phone* Fax

This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of Entity*

Contact name*: First Last

Contact email*

Street address*

City* State* Postal code*

Country*

Phone* Fax

This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

3. Subscriptions manager.

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of Entity*
Contact name*: First Last
Contact email*
Street address*
City* State* Postal code*
Country*
Phone* Fax

This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

4. Online Services manager.

This contact will be provided online permissions to manage the Online Services ordered under the Enrollment or Registration.

Name of Entity* City of Lake Stevens
Contact name*: First Troy Last Stevens
Contact email* tstevens@lakestevenswa.gov
Street address* 1812 Main Street PO Box 257
City* Lake Stevens State* WA Postal code* 98258-0257
Country* United States
Phone* 425-377-3234 Fax

This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

5. Customer Support Manager (CSM):

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of Entity*
Contact name*: First Last
Contact email*
Street address*
City* State* Postal code*
Country*
Phone* Fax

This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

6. Primary contact information:

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of Entity* City of Lake Stevens
Contact name*: First Troy Last Stevens
Contact email* tstevens@lakestevenswa.gov
Street address* 1812 Main Street PO Box 257
City* Lake Stevens State* WA Postal code* 98258-0257

Country*: United States
Phone* 425-377-3234 Fax

7. Notices contact and online administrator information:

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

Same as primary contact

Name of Entity* City of Lake Stevens

Contact name*: First Troy Last Stevens

Contact email* tstevens@lakestevenswa.gov

Street address* 1812 Main Street PO Box 257

City* Lake Stevens State* WA Postal code* 98258-0257

Country*: United States

Phone* 425-377-3234 Fax

This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

Enterprise Enrollment Product Selection Form



Proposal ID
 0446537.003

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:					
Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	78	78	1.0	Yes	User Licenses

Products	Enterprise Quantity
Client Access License (CAL)	
Core CAL	
Bridge for Office 365	78
Office 365 Gov Plans	
Office 365 GOV E3	78
Windows Desktop	
Windows SA per User USL	78

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3, E4 and E5) + Enterprise Cloud Suite USL	Client Access License + Office 365 (Plans E1, E3, E4 and E5) + Enterprise Cloud Suite USL	Client Access License + Windows Intune + EMS USL + Enterprise Cloud Suite USL	Win Enterprise Upgrade + Win VDA + Win SA per User USL + Win VDA per User USL + Enterprise Cloud Suite USL
Quantity	78	78	0	78

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

NOTES	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	
Note 3: Bridge CAL, Office 365 Plan E3 Add Ons, EMS Add Ons, Windows Ent SA Per User Add Ons, and Enterprise Cloud Suite Add On quantities are not included for Price Leveling, as License quantities are determined by the corresponding Enterprise Online Service(s).	



Volume Licensing

Program Signature Form

MBA/MBSA number		0446537
Agreement number	01E73529	

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-12057
Sub250 Form	W29
Enterprise Amendment	M97 (New)
Product Selection Form	0446537.003_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Lake Stevens
Signature* _____
Printed First and Last Name* _____
Printed Title _____
Signature Date* _____
Tax ID _____

** indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature _____
Printed First and Last Name _____
Printed Title _____
Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA



Volume Licensing

Amendment to Contract Documents

Enterprise Enrollment (Indirect) Invoice for Quoted Price Amendment ID M97

Enrollment Number <i>Microsoft to complete for initial term</i> <i>Partner to complete for renewal</i>	<input type="text"/>	<input type="text" value="0446537"/>
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This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Notwithstanding anything to the contrary or in addition to any terms in the Enrollment, the Enrollment is hereby amended to add the following paragraph:

The price quoted to Enrolled Affiliate's Reseller is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate's Reseller based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate's Reseller will be charged for net new Online Services subscriptions for the period during which these services were not provided. Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(June2015)		M97	B
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Volume Licensing

Enterprise

Sub 250 Program Amendment ID W29

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

The parties agree that the Enrollment is amended as follows:

1. On the first page of the Enrollment, the following is added after the second paragraph:

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 250 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD ROMs as part of the Enrollment and therefore no CD ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

The submission of this Amendment can only be placed against a 2011 Enterprise Agreement or an Enrollment that has the Updated EA Amendment terms and conditions applied. The submittal of this Amendment may not be contingent on submittal of a new Enterprise Agreement.

2. Section 2a of the Enrollment titled "Order Requirements", is hereby amended and restated in its entirety with the following:

- a. **Minimum Order Requirements.** Enrolled Affiliate's Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.
 - (i) **Initial Order.** Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.
 - (ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.
 - (iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
 - (iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

3. Software Assurance renewal.

Renewing Software Assurance: If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box.	<input type="checkbox"/>
--	--------------------------



By checking the above box, a new section is added to the Enrollment entitled "Software Assurance addition."

Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program's identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be

transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

Program	License ID Number	Expiration Date
<>	<>	<>

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Physically Submitted

EXHIBIT B

Office 365 Enterprise E3 includes:

Familiar Office tools

Office suite

ⓘ Publisher and Access: Windows PC client programs and/or features only; cannot be used across devices. OneNote for Mac is available as a separate download from the Mac App Store.

Users can download the latest version of Outlook for Mac from their [Office 365 My software page](#).

Always have the latest versions of:



- Capture your ideas however you work best—using a keyboard, pen, or a touchscreen.
- Easily format information in Excel with tools that recognize your pattern and auto-complete data.
- Easily incorporate content from PDFs to create your own great-looking Word documents.



Office on PCs, tablets, and phones

Enjoy a consistent and familiar Office experience across PCs, Macs, Windows tablets, iPads®, and most mobile devices. Each user can install Office on 5 PCs or Macs, 5 Windows tablets or iPads, and 5 phones.

Office supports PCs and Windows tablets running Windows 7 or higher, and Macs running MAC OS X 10.6 or higher. Office for iPad can be installed on iPads running version 7 or higher. For more information about mobile devices, visit www.office.com/mobile.

Plus these online services



Email and calendars

Use business-class email through a rich and familiar Outlook experience you can access from your desktop or from a web browser using Outlook Web App. Get a 50 GB mailbox per user and send attachments up to 25 MB.

[Learn more](#) → →



Advanced email

EXHIBIT B

Use archiving and legal hold capabilities, plus unlimited storage, for compliance needs. And use data loss prevention (DLP) policies and policy tips that educate your users for additional compliance enforcement in email.



Document and email access control

Rights Management Services enables you to restrict access to documents and email to specific people and to prevent anyone else from viewing or editing them, even if they are sent outside the organization.



Online conferencing

Host online meetings with audio and video using one-click screen sharing and HD video conferencing.

[Learn more](#) → →



Instant messaging and Skype connectivity

Connect with other Lync users via instant message, voice calls, and video calls, and let people know your availability with your online status. Share presence, IM, and audio calling with Skype users.

[Learn more](#) → →



File storage and sharing

OneDrive for Business gives each user 1 TB of personal cloud storage that can be accessed from anywhere and that syncs with their PC/Mac for offline access. Easily share documents with others inside and outside your organization and control who can see and edit each file.

[Learn more](#) → →



Team sites

Enable easy access and sharing of documents with 10 GB of baseline storage plus 500 MB of storage per user. Share insights through interactive reports with Excel Services and Visio Services, and view them on mobile device browsers that support HTML5.

EXHIBIT B



Corporate social network

Yammer collaboration software and business applications allow your employees to connect with the right people, share information across teams, and organize around projects so they can go further, faster. [Learn more](#)  



Office Online

Create and edit Word, OneNote, PowerPoint, and Excel documents from any modern browser.

[Learn more](#)  



Mobility

Sync email, calendar, and contacts; access SharePoint sites; view and edit Office documents with Office Online using a browser on Windows Phone, iOS, and Android devices. [Learn more](#)  



Enterprise management of apps

Simplify management of apps in your organization with Group Policy, Telemetry, and Shared Computer Activation.



Search and discovery  **This feature will start rolling out to Office 365 plans in September 2014 and will be completed by early 2015 for all plans. [Learn more in the Office 365 for business roadmap.](#)**

Stay in the know. Search and discover content across Office 365 based on personalized insights. Office Delve is the first experience to be powered by Office Graph, a collection of analyzed signals or insights derived from each user's behavior and relationships to content, topics, and contacts. [Learn more](#)  



EXHIBIT B

Corporate video portal ⓘ This feature will start rolling out to Office 365 First Release customers in November 2014 and will complete rollout in early 2015 for all qualified customers worldwide. Learn more about current status in the [Office 365 for business roadmap](#).

Easily manage videos within your organization. Office 365 Video is a company-wide destination for video upload, sharing and discovery, and smooth playback across devices. [Learn more](#) ⤴ ⤵



Voicemail integration (Unified Messaging)

Hosted voicemail support with auto-attendant capabilities. Voicemails are recorded to Exchange Online and users can access them from Outlook, Outlook Web App, or a compatible mobile phone.



Advanced compliance tools

With the unified eDiscovery Center, you can search across SharePoint, Lync, and Exchange mailboxes. eDiscovery integrates with advanced retention and archiving, enabling in-place legal hold and case-based projects.



Self-service Business Intelligence in Excel

Do more with the tool you already know: Excel. Discover and connect to data with Power Query, model and analyze this data with Power Pivot, and visualize insights in interactive reports and maps with Power View and Power Map. [Power BI for Office 365](#) is a separate service offering to share and manage reports and queries created in Excel.



Apps for Office and SharePoint

New third-party and customer-developed apps work with Office and SharePoint to bring web services right into your documents and sites.

All Office 365 Enterprise plans include:



Reliability

EXHIBIT B

Get peace of mind knowing your services are available with a guaranteed 99.9% uptime, financially backed service level agreement (SLA).



Security

Cutting-edge security practices with five layers of security and proactive monitoring help keep customer data safe.

[Learn more](#) → →



Privacy

Your data belongs to you. Microsoft does not scan emails or documents for advertising purposes.

[Learn more](#) → →



Administration

The admin portal provides IT detailed configuration options for your services, either from an online portal or through automated management with PowerShell commands. You can use the Admin app to manage your services on the go.



Up to date

No need to pay for version upgrades; updates are included in your subscription. New features are rolled out to Office 365 customers in an IT-configurable experience.



Active Directory integration

Manage user credentials and permissions. Single sign-on and synchronization with Active Directory.



Support

EXHIBIT B

24/7 phone support for all IT issues. For less urgent issues, you can make service requests directly through the admin portal.

[Learn more](#)  

[Office 365 onboarding service](#)

Office 365 FastTrack

FastTrack is the onboarding service benefit included for qualified Office 365 customers. Microsoft onboarding experts will provide personalized assistance ensuring the service is ready to use company-wide. [Learn more](#)  

Limited-time adoption offer: In addition to FastTrack, for a limited time (September 1, 2014 through March 31, 2015), qualified customers who adopt Office 365 can get additional adoption support or have their IT partner reimbursed for adoption support. [Learn more](#)  



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: April 12, 2016

Subject: Master Intergovernmental Cooperative Purchasing Agreement with US Communities

Contact Person/Department: Barb Stevens - Finance Director/City Clerk **Budget Impact:** N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Authorize the Master Intergovernmental Cooperative Purchasing Agreement via registration with US Communities for cooperative purchasing.

SUMMARY/BACKGROUND:

The Interlocal Cooperation Act encourages participation in purchasing cooperatives to eliminate the duplication of efforts, thereby saving tax payer dollars.

This agreement will allow the City to pay a pre-negotiated price on products that have already been put out to bid by the US Communities and their Lead Participating Agencies. This eliminates the extra cost and effort that would be necessary to comply with State and Federal bid requirements. Some items anticipated for purchase utilizing this agreement include office supplies.

The City currently has Cooperative Purchasing Agreements with the State of Washington, the City of Everett, the City of Seattle, Snohomish County, NJPA, and National IPA.

APPLICABLE CITY POLICIES:

RCW 39.34.030 Joint Powers - Interlocal Cooperation Act

BUDGET IMPACT:

N/A

ATTACHMENTS:

- ▶ Exhibit A: Master Intergovernmental Cooperative Purchasing Agreement with US Communities



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (“Agreement”) is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, “Lead Public Agencies”) to be appended and made a part hereof and other government agencies (“Participating Public Agencies”) that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a “Contract Supplier”) have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein “Products and Services”);

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies’ procurement of Products and Services
5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency shall be responsible for the ordering of Products and Services under this Agreement. A Lead Public Agency shall not be liable in any fashion for any violation by a Participating Public Agency, and the Participating Public Agency shall hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Date: **Agenda** 12 April 2016

Subject: Grade Road Land Acquisition – Formal Approval of Land Acquisition

Contact	Mick Monken	Budget	\$35,750.00
Person/Department:	<u>Public Works</u>	Impact:	<u></u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the purchase of real property located along the east side of Grade Road, between 30th and 32nd Streets NE, for the purpose to perform emergency and long term embankment repairs for an amount of \$35,750.00.

SUMMARY/BACKGROUND: In mid-October 2015, Grade Road was closed to all vehicle traffic due to movement of the fill embankment that resulted in a void under the pavement. Since that time, the City has been performing due diligence to gain access to the private property to perform the necessary temporary repairs to stabilize the embankment and protect Catherine Creek from contamination from the potential slough of the embankment and from the sewer main line.

In an executive session, the Council gave acknowledgement that they would support the purchase of this property for \$35,000 plus \$750 for legal fees. It was discussed that this was to occur before 29th March 2016 and that if successful getting a settlement within this amount, it would be brought before the Council for formal authorization action.

An agreement was reached and a Possession and Use agreement was provided to the City on the 24th of March 2016. On the 26th of March, the contractor was mobilized and the temporary phase of the repair was completed by the 31st of March.

This action is the formal authorization of this purchase.

BUDGET IMPACT: \$35,750 (This will require a budget adjust which will be brought to the Council in the near future.)

ATTACHMENTS:

- ▶ Exhibit A: None



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 12 April 2016

Subject: 2016 Pavement Condition Rating Survey – Award of Contract

Contact / Department:	Adam Emerson Public Works Department	Budget	\$60,000.00
		Impact:	

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to sign a professional services agreement with Tetra Tech, Inc. for the 2016 Pavement Condition Rating Survey in the amount of \$60,000.00.

SUMMARY/BACKGROUND:

Roadways are one of the largest and most expensive assets that is owned and maintained by a city. In an effort to efficiently allocate funds for preservation of the street system, cities often adopt a Pavement Management Program (PMP) which helps them to determine which streets require maintenance and how to most affordably complete those projects. Lake Stevens' current PMP utilizes pavement condition ratings that were completed in 2011. The work completed under this contract serves to update current condition ratings, improve the existing PMP and provide a more global overview of Lake Stevens' street network.

The City released the request for qualifications on 1 February 2016 and began evaluation of statements of qualifications (SOQ) on 25 February 2016. The City received four (4) SOQ's from various infrastructure management firms around the country. Public Works staff reviewed the SOQ's and selected Tetra Tech as the firm who best met the City's needs. Since the selection, Tetra Tech has met with the City and prepared a scope and fee given the approved budget.

The majority of this work should be non-intrusive to the residents of Lake Stevens. Pavement surveys are conducted by vehicle mounted data collection equipment. This equipment can function at up to 55 miles per hour meaning that there will likely be no congestion or delays caused by Tetra Tech's pavement survey. The remainder of the work will be completed out of Tetra Tech's offices in Bellevue, WA and Vancouver, B.C. Final deliverables will include, but are not limited to, updated GIS layers, updated cost estimates, a report detailing the condition of the city's streets, a five (5) year pavement preservation plan and recommendations for future rehabilitation and maintenance.

APPLICABLE CITY POLICIES: N/A

BUDGET IMPACT: Funding of \$60,000.00 was approved in the 2016 budget. The city will enter into a lump sum contract in the amount of \$60,000.00 with Tetra Tech.

ATTACHMENTS:

- ▶ Exhibit A: Consultant Selection Summary Table
- ▶ Exhibit B: Scope of Work & Fee
- ▶ Exhibit C: Professional Services Agreement

EXHIBIT A

Consultant Selection Summary Table

Consultant	Scoring
Caps, Inc.	186
Dynatest	196
IMS	186
Tetra Tech	233

EXHIBIT B

SCOPE OF WORK 2016 Pavement Condition Rating Survey

City of Lake Stevens, WA

1. PROJECT DESCRIPTION

The City of Lake Stevens is initiating a segmented pavement condition analysis as part of maintaining the city streets. The program will collect data on pavement distresses, assess the pavement condition by segments, and develop a pavement management program. This work will be used to prioritize the roadways for resurfacing, restoration, and rehabilitation in 2017 and the coming years.

This Scope of Work is to collect data on pavement condition of city streets and to initiate a Pavement Management Program (PMP). The goals of this project are to: a) conduct a pavement condition data collection survey of the city streets; b) identify and prioritize a list of paving project needs that fit within the city allocated budget for next year, in 2017; c) identify a list of paving project needs for the upcoming years; and finally d) to establish a good baseline of information for the pavement management program that will be used moving forward beyond 2016.

The City of Lake Stevens will utilize the information delivered in this Scope of Work to assist in developing a predictive model for the following years.

Schedule

The project duration is anticipated to be for a period of three (3) months from receipt of Notice to Proceed (NTP). The management budget is allocated accordingly.

2. SCOPE OF WORK – TECHNICAL APPROACH

The task items listed below will be performed by Tetra Tech, Inc. ("Tetra Tech") on behalf of the City of Lake Stevens ("City").

Task 1 - Project Management

The project management services for this assignment would be directed around the primary objective of delivering the project on time and budget as per the agreement with the City and to the satisfaction of the City staff. The project management task consists of managing team members to complete projects tasks, sharing of information, monitoring project progress, and tracking budget and schedule. It includes the following activities:

- Hold meetings with the City's project manager and provide project startup. There is a budget for 1 face-to-face meeting plus regular coordination by phone and email. Other meetings may be identified in other tasks of the scope of work.
- At project startup prepare a project schedule with key milestones and a completion date.
- Prepare and submit invoices with progress reports. This is an informal monthly narrative description of work performed. Provide a budget status report monthly.

Task 1 Deliverables

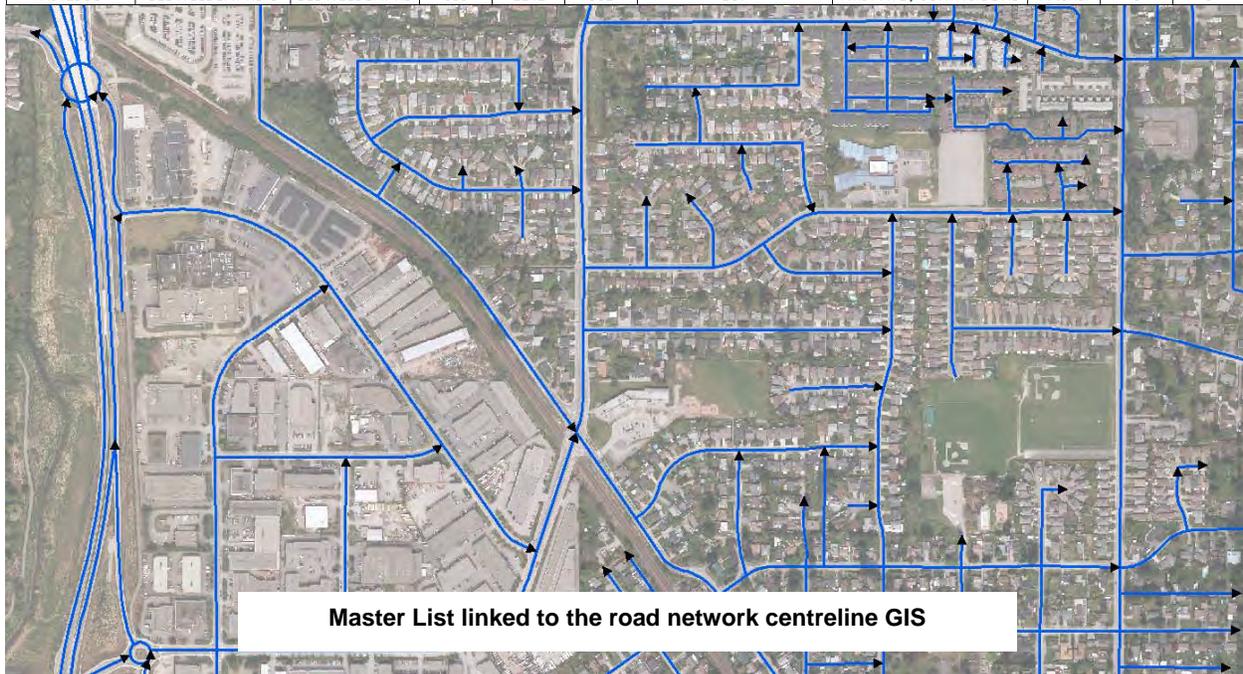
- Project Schedule (Gantt Chart and Milestone Schedule)
- Monthly Progress Reports and Invoices
- Meeting Records of face-to-face meetings

Task 2 – Network Definition

Correctly referenced data is considered the most important aspect of pavement data management by Tetra Tech. Location referencing is the method whereby the pavement distress and road attribute data are referenced to the basic road inventory.

Using the City’s road network centreline geometry (City’s GIS) and available orthographic photography, Tetra Tech will develop a complete list for data collection as “Master List” including all necessary location descriptions and lengths to ensure collection will be complete and accurate. The process defines a data collection order and direction for each roadway in the City’s network, as well as sets up a unique raw “file name” necessary for processing of distress data.

File name	Route	GIS Route	From	To	length	From Description	To Description	Class	Dirction	offset
A0105PD	ALDER WAY	ALDER WAY	0	152	152	SUNNYSIDE RD	East End	Local	P	0
A0205PD	ALPINE DR	ALPINE DR	0	335	335	SUNNYSIDE RD	CHESTNUT CRES	Local	P	0
A0210PD	ALPINE DR	ALPINE DR	336	418	82	EOP	East End	Local	P	0
A0305PB	BEDWELL BAY RD	BEDWELL BAY RD	0	465	465	West End	EOP	Arterial	P	0
A0310PB	BEDWELL BAY RD	BEDWELL BAY RD	466	659	193	CRYSTAL CREEK DR	FORESTVIEW LANE	Arterial	P	0
A0315PB	BEDWELL BAY RD	BEDWELL BAY RD	660	1242	582	EOP	FIRST AVE / SUNNYSIDE RD	Arterial	P	0
A0405OB	BEDWELL BAY RD O	BEDWELL BAY RD	0	465	465	West End	EOP	Arterial	O	5
A0410OB	BEDWELL BAY RD O	BEDWELL BAY RD	466	659	193	CRYSTAL CREEK DR	FORESTVIEW LANE	Arterial	O	5
A0415OB	BEDWELL BAY RD O	BEDWELL BAY RD	660	1242	582	EOP	FIRST AVE / SUNNYSIDE RD	Arterial	O	5



Orthophoto imagery is valuable in confirming the accuracy of route network geometry, and other attributes, such as pavement width, number of lanes, divided routes, etc.

Task 2 Deliverables

- An Excel spreadsheet (Master List) containing roads for data collection and a list of field data collection control points (descriptive comments of where data collection should begin and end). The Master List will contain roadway classification attributes and will be linked to the road network centreline GIS file.

Task 3 – Pavement Surface Distress Data Collection

Tetra Tech will perform automated surface condition measurements by PSP-7000 equipped with Pavemetrics Laser Crack Measurement System (LCMS) on 94 centerline miles of the City's asphalt roads including Arterial, Collector and Local Access roads. It has been noted that all roads will be collected in one direction with the exception of the following roads that will be collected in 2 directions:



Tetra Tech's PSP 7000

- Lundeen Parkway (SR 204 to Callow Road)
- 91st Avenue NE/SE (SR 204 to 8th Street SE)
- 20th Street SE (S. Lake Stevens Road to West City Limits)
- Vernon Road (15th Place NE to Lundeen Parkway)
- S. Davies Road (Market Place to S. Lake Stevens Road)
- Market Place (SR 204 to 99th Ave SE)

For this assignment, the set of distresses to be collected includes:

- Alligator cracking;
- Longitudinal cracking
- Patching and utility cut patching,
- Weathering and Ravelling;
- Distortions (rippling, shoving, depressions, corrugation, bumps and sags, bleeding); and
- Rutting
- Edge cracking;
- Transverse Cracking;
- Potholes;
- Block Cracking;

Tetra Tech will provide the data at a maximum of 150 ft intervals, but if required can be reported at any interval. Consistent with ASTM D6433, each surface distress will be measured for three severity classifications in each sample interval. Surface distresses will be inventoried for the entire width of the surveyed lane. Tetra Tech will develop a data dictionary that will define how the distress is to be provided to the City.

As value added at no additional cost, Tetra Tech will also collect digital image data for all PSP-7000 surveys using our integrated Digital Imaging System. A high resolution right-of-way (ROW) digital image log system is used for quality control and road inventory purposes. ROW images will be provided at a nominal spacing of 18 ft.



PSP 7000 Digital Image log

Task 3 Deliverables

- A dataset in a GIS Shapefile including ten types of collected distress in 150 ft intervals. The dataset will contain type, quantity and severity of each distress together with length, width and start/end location of each survey sample.
- A data dictionary defining how the distress is to be provided
- A GIS shapefile linked to of the ROW digital images

Task 4 – Roadside Inventory Data Collection

In addition to pavement surface condition, the presence and type of curb will influence the type of improvement that can be made to a roadway. For example, a roadway with curb and gutter on one or both sides will not generally be overlaid. In addition, the pavement rehabilitation costs is a function of the size of the pavement segment. This task, therefore involves the collection and incorporation of roadside inventory data (road width and curb existence).

Tetra Tech will collect the road edge data (curbing) and road segments width using Orthophoto imagery and the ROW digital image log (described in the previous task) in the GIS environment.

Task 4 Deliverables

- GIS Shapefile of updated inventory data;

Task 5 – Calculation of Pavement Condition Indices and Populating PMP Database

A pavement condition index is a value which expresses the overall condition of pavement by considering various factors such as surface distresses or ride quality. The proper pavement condition index depends upon the objectives of whatever system is used to manage a particular pavement network. Tetra Tech will calculate some indices initially such as Pavement Condition Index (PCI) based on ASTM D6433 and World Bank's Indices (including All Cracked Area _ACA) for each sample unit. The indices will be discussed further in the Pre Analysis Meeting (Task 6) to identify the index for prioritization ranking.

Using dynamic data transfers, pavement condition indices of unit samples and other important information will be transformed and consolidated into analysis segments. The analysis segments are generally block-to-block segments that form the basis for maintenance and rehabilitation projects.

Once the PMP database is populated, a summary of current pavement status would be reported for the overall network and for each class of roadways.

Task 5 Deliverables

- A dataset in a GIS Shapefile populated with all data collected and transformed to analysis segments; and
- A brief summary of pavement current status

Task 6 – Pre Analysis Meeting

Tetra Tech will conduct a half day web-meeting to elicit from the City staff on the prioritization criteria and applicable pavement treatments. A critical component of this meeting is to identify the index which will be used for prioritizing of paving project needs under the City allocated budget. This meeting will also provide the input from the City into the decision criteria, costs and impacts of the various treatment alternatives considered by the City. Tetra Tech's experience will allow best management practices to be evaluated and see which are applicable for the City.

Tetra Tech will present a pavement current status summary during the meeting, as described in Task 5. The Project GIS incorporating the as-collected conditions and digital imagery will be used in the web based meeting to facilitate these discussions.

Task 6 Deliverables

A meeting minutes document confirming:

- The prioritization ranking method that will be utilized to rank the paving project needs.
- A Treatment decision tree including treatment types, triggers and costs

Task 7 –Development of 5-Year Pavement Rehabilitation Plan

The method of treatment selection may vary from simple ranking according to priority order to sophisticated optimization procedure. It is Tetra Tech's understanding that the City is not currently planning implementation software at this time. Therefore, Tetra Tech will prepare an Excel spreadsheet to make a short-term rehabilitation plan (5-year) on the basis of the prioritization ranking, agreed treatment decision tree and a given budget (the City's budget). The prioritization ranking would be based on current condition of the network as measured in Task 3. Predicting future condition will not be considered as part of this scope of work, but can be incorporated into the project in the future. The spreadsheet would assist the City to modify the paving plan with changing the variables and funding.

Task 7 Deliverables

- A Excel spreadsheet containing multi-year year pavement rehabilitation plan on a segment by segment basis, prioritized as agreed index and based on a the City's funding level.

Task 8 – Reporting

Tetra Tech will prepare an Issue for Review (IFR) report including all deliverables from Task 3 to Task 6. The report will discuss the methodology of the field program and analysis process, will summarize the present condition of the network as a whole and for each class of roadways and will illustrate the multi-year pavement rehabilitation plan.

A listing of first rehabilitation of Multi-year program (2017 paving projects) and the GIS maps representing the results appended to the report.

Following the City review of the draft results, Tetra Tech will incorporate the comments from the City on the preliminary results to produce the Final Report (Issue for Use or IFU).

In addition, Tetra Tech will also prepare a PowerPoint presentation that summarizes the methodology and presents its findings. This presentation will be suitable such that City staff can give it to the Mayor and Council.

Task 8 Deliverables

Full reports (IFR and IFU) containing:

- Methodology of data collection and analysis;
- Pavement current status report (using PCI, ACA);
- A spreadsheet of five-year pavement rehabilitation plan that prioritizes the paving program using the available funds; and
- GIS Maps represent current condition indices and five-year paving plan.

Other deliverables would be:

- GIS format compatible files containing complete inventory dataset, roadway condition, paving program and images;
- A PowerPoint presentation suitable for the City staff to present to City Council that includes a summary of the data collection and analysis methodology, the condition of the pavement network, and the proposed paving program.

3. CITY PROVIDED INFORMATION

At the beginning of this project, the City will provide the information listed below.

- City street centerline information as GIS shapefiles
- City Orthophotos integrated into GIS
- Identification of City streets that are single lane, 2 lane, 3-lane, 4-lane, etc.
- The City's committed 2016 paving program.
- Total City Budget for pavement work for 2016 in the form of resurfacing, restoration, and rehabilitation. The budget will be used to aid in developing pavement construction priorities for 2017.

4. ADDITIONAL SERVICES

Additional professional services can be provided by Tetra Tech upon request. A partial list is provided below of potential services that the City may desire to utilize. These additional services are not included in this scope of work, but Tetra Tech can readily provide these services with a supplemental scope and fee.

Optional Item #1: Presenting the Results to City Council

As an optional task, Tetra Tech can present the project results to City Council in a face-to-face meeting.

Optional Item #2: Provide for pavement life-cycle evaluations

As an optional task, Tetra Tech can conduct detailed life-cycle pavement evaluations building upon the groundwater done with this task order.

5. FEE FOR PROFESSIONAL SERVICES

Financial compensation to Tetra Tech will be lump sum in the amount of \$60,000, to be invoiced monthly as percent complete. Tetra Tech will provide to the City of Lake Stevens monthly invoices and progress reports summarizing work performed and deliverables provided for each billing cycle.

EXHIBIT C

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF LAKE STEVENS AND
TETRA TECH, INC.
FOR CONSULTANT SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Lake Stevens, a Washington State municipal corporation (“City”), and Tetra Tech, Inc., a Washington corporation (“Consultant”).

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding 16005 – 2016 Pavement Condition Rating as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

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

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

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

III.3 TERM. The term of this Agreement shall commence on date of signing by all parties and shall terminate at midnight, 31 December 2016. The parties may extend the term of this Agreement by written mutual agreement.

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

III.5 EMPLOYMENT.

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

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

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below)*

_____ No employees supplying work have ever been retired from a Washington state retirement system.

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

In the event the Consultant indicates “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all

expenses and costs, including reasonable attorney's fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

III.6 INDEMNITY.

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

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

c. The provisions of this section shall survive the expiration or termination of this agreement.

d. For the purposes of the indemnity contained in subpart "a" of this paragraph III.6, Consultant hereby knowing, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

_____ (initials) _____ (initials)

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

III.7 INSURANCE.

a. **Minimum Limits of Insurance.** The Consultant shall procure, and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work and services hereunder by the Consultant, its agents, representatives, employees or subcontractors. The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage and the policy endorsement to be kept in force continuously during this Agreement, in a form acceptable to the City. Said certificates and policy endorsement shall name the City, its officers, elected officials, agents and/or employees as an additional named insured with respect to all coverages except professional liability insurance and workers' compensation.

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

- (1). Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- (2). Commercial General Liability insurance shall be written on at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (3). Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4). Professional Liability insurance appropriate to the Consultant's profession.

c. The minimum insurance limits shall be as follows:

- (1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage; \$2,000,000 general aggregate.
- (2) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.
- (4) Professional Liability/Consultant's Errors and Omissions Liability. \$1,000,000 per claim and \$1,000,000 as an annual aggregate.

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

e. Acceptability of Insurers. Insurance to be provided by Consultant shall be with a current A.M. Best's rating of no less than A:VII, or if not rated by Best, with minimum surpluses the equivalent of Best's VII rating.

f. Verification of Coverage. In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance

requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

g. **Insurance shall be Primary.** The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

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

i. **Claims-made Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

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

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

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

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

III.10 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work

required under this Agreement are fully qualified-and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.11 INDEPENDENT CONTRACTOR.

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

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

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

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

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

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

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

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

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit N/A:

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

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

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$60,000.00 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

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

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

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

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

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

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

If a public records request is made the City may or may not choose to give the Consultant third party notice under RCW 42.56 for the Consultant to decide whether to file for a court action to prevent or limit the disclosure of the records.

ARTICLE V. GENERAL

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

To the City:

City of Lake Stevens
Attn: City Clerk
1812 Main Street
Post Office Box 257
Lake Stevens, WA 98258

To the Consultant:

Tetra Tech, Inc.
Attn: Dean Franz
400 112th Avenue NE, Suite 400
Bellevue, WA 98004

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

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

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

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

upon alternative dispute resolution of arbitration or mediation.

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

V.5 SEVERABILITY.

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

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

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

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

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

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

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

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

DATED this _____ day of _____, 2016.

CITY OF LAKE STEVENS

TETRA TECH, INC.

By: _____
John Spencer, Mayor

By: _____

Printed Name & Title

Approved as to Form

Grant K. Weed, City Attorney



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council **Agenda** April 12, 2016
Date: _____

Subject: Ordinance 954 Amending LSMC 10.03.170 and 10.03.180 regarding the selling of refreshments and merchandise, and providing for recreational rentals in City parks.

Contact Jeanie L. Ashe, Economic Development **Budget** N/A
Person/Department: Coordinator **Impact:** _____

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve Ordinance 954, amending LSMC 10.03.170 and 10.03.180 regarding the selling of refreshments and merchandise and providing for recreational rentals in City parks.

SUMMARY/BACKGROUND: Lake Stevens Municipal Code 10.03.170 allows businesses/individuals to conduct activities in a City park for private voluntary gain (profit) provided they enter into a concession contract with the City and follow the rules and procedures established by the Director of Planning and Community Development.

The amendments to LSMC 10.03.170 add recreational rentals to the list of allowable commercial activities. The amendments to LSMC 10.03.180 amplify the necessity to follow policies and procedures set by the Director of Planning and Community Development.

Additional concession amenities and activities would enhance citizens' outdoor recreation experience, add to the City's brand as a destination for outdoor recreation, fully utilize the City's assets, and create a small revenue stream for the City.

APPLICABLE CITY POLICIES: N/A

BUDGET IMPACT: N/A

ATTACHMENTS:

- ▶ Exhibit A: Ordinance 954

**CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON**

ORDINANCE NO. 954

**AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON
AMENDING LAKE STEVENS MUNICIPAL CODE SECTION 10.03.170
ENTITLED “SELLING REFRESHMENTS OR MERCHANDISE AND SECTION
10.03.180 ENTITLED “CERTAIN VOCATIONS PROHIBITED” PROVIDING
FOR SEVERABILITY AND AN EFFECTIVE DATE.**

WHEREAS, the City Council adopted Ordinance 937, providing for the 2015-2035 Comprehensive Plan update; and

WHEREAS, the Comprehensive Plan provides in Chapter 5, Parks, Recreation, and Open Space Element, that the City of Lake Stevens “will create diverse recreational opportunities for all ages to enjoy parks, trails and activities and local events throughout the community and with expanded access to Lake Stevens”; and

WHEREAS, the Comprehensive Plan provides in Chapter 6, Economic Development Element, that the City of Lake Stevens “will embrace a sustainable local economy by supporting a varied job sector for residents, promoting excellent shopping and service options, providing a stable and predictable permitting process and fostering accountable government oversight of public funds”; and

WHEREAS, the City Council desires to encourage the improvement to and use of City parks by residents and visitors alike; and

WHEREAS, allowing certain refreshments and merchandise and recreational services to be available for purchase in City parks is supported by the goals of the Comprehensive Plan and the vision the City Council has for the City of Lake Stevens,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE STEVENS DO ORDAIN AS FOLLOWS:

Section 1. LSMC Section 10.03.170 entitled Selling Refreshments or Merchandise is hereby amended as follows:

10.03.170 Selling Refreshments or Merchandise.

(a) No person shall sell refreshments, ~~or~~ merchandise, or provide services for recreational rentals in any park without first entering into a concession contract with the City according to the rules and regulations established by the Director or unless commercial sales are in conjunction with an event for which an event permit has been issued.

(b) To be eligible to sell goods or services the business/individual must address and comply with the provisions of LSMC 14.16C.065.

Section 2. LSMC Section 10.03.180 entitled “Certain Vocations Prohibited” is hereby amended as follows:

10.03.180 Certain Vocations Prohibited.

(a) No person shall take up collections for any purpose nor solicit for any services or products with the exception of approved concessions that follow the process provided for in LSMC Section 10.03.170.

(b) No person shall hold, operate or conduct a circus, carnival, or traveling exhibition on any park property, except such activities as may be a regular part of the parks and recreation program, without first obtaining a written permit from the Director or except as part of an event for which an event permit has been issued.

(c) Except as provided in LSMC Sections 10.03.040 and 10.03.170, it is unlawful for persons to conduct activities in a City of Lake Stevens park area for private voluntary gain (profit).

(d) No person shall use a metal detector in any City park.

(e) Except as part of an event for which an event permit has been issued:

(1) No person shall erect a canopy, tent, shelter or other temporary or permanent structure in a City park.

(2) No person shall operate an inflatable bouncy house, castle or similar type of apparatus in a City park or facility.

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. Effective Date and Publication. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in full force and effect five days after its publication in the City's official newspaper.

PASSED by the City Council of the City of Lake Stevens this ____ day of _____, 2016.

John Spencer, Mayor

ATTEST/AUTHENTICATION:

Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

First and Final Reading: _____
Published: _____
Effective Date: _____



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 12 April 2016

Subject: 2016 Pavement Overlay – Award of Contract

Contact / Department:	Adam Emerson Department of Public Works	Budget	\$400,000.00
		Impact:	<u>Incl. contingency</u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Award the 2016 Pavement Overlay project to Northshore Paving in an amount of \$291,610.75 with an authorized administrative contingency of \$108,389.25.

SUMMARY/BACKGROUND:

Asphalt pavement overlay is a regular part of street surface preservation and an amount of \$400,000.00 was included for this work in the 2016 budget. This year's overlay project includes Old Hartford Road from Evergreen Sanitation to Hartford Road and 28th Street NE from Old Harford Road to North Machias Road. In addition, two alternative bids were included which overlay a particularly troublesome section of road on 20th Street SE between 79th Avenue SE and Cavalero Road as well as the Hartford Trailhead connection.

The city released the request for bid on 14 March 2016 and opened bids on 31 March 2016. The city received five (5) responsive bids with the lowest bid coming from Northshore Paving at \$291,610.75 and the highest bid from LPG Civil Construction, LLC at \$403,478.39. The engineer's estimate for this project was \$432,937.50. The administrative contingency of \$108,389.25 comes from within the budget balance not allocated under the recommended bid and would be used to cover any unexpected costs or expansions to the scope of work.

The majority of this project takes place in the vicinity of the city's industrial area. The city will be contacting the property owners in the area to inform them of the impending construction and the contractor will be placing variable message boards at each end of the project prior to construction as a reminder to the businesses and general public. To reduce the impacts to local businesses, the contractor will maintain access to the businesses throughout construction. Construction will not begin until on or after 15 June 2016 to alleviate any concerns with school transportation and will be completed by 1 September 2016. Construction will be suspended during the week of 25 July 2016 to 31 July 2016 to allow unimpeded access to downtown for Aquafest.

APPLICABLE CITY POLICIES: NA

BUDGET IMPACT: Funding of \$400,000 was approved in the 2016 budget. Total project bid, with contingency, is \$400,000.00.

ATTACHMENTS:

- ▶ Exhibit A: Bid Summary Table
- ▶ Exhibit B: Project Vicinity Map
- ▶ Exhibit C: Public Works Contract

EXHIBIT A - BID SUMMARY TABLE

City of Lake Stevens
2016 Pavement Overlay
BID TABULATION
Revision: 31 March 2016

Prepared by: Amanda Wells
Checked by: Adam Emerson, Project Manager

Base Bid BI #	Item	Unit	Qty.	Engineer's Estimate		Northshore Paving Inc.		Lakeside Industries, Inc.		Lakridge Paving Company, LLC		Granite Construction Company		LPG Civil Construction, LLC	
				Unit \$	Total	Unit \$	Total	Unit \$	Total	Unit \$	Total	Unit \$	Total	Unit \$	Total
1	Mobilization	LS	1	\$ 22,000.00	\$ 22,000.00	\$ 15,500.00	\$ 15,500.00	\$ 8,000.00	\$ 8,000.00	\$ 40,000.00	\$ 40,000.00	\$ 116,500.00	\$ 116,500.00	\$ 16,675.00	\$ 16,675.00
2	Temporary Traffic Control	LS	1	\$ 29,000.00	\$ 29,000.00	\$ 15,975.00	\$ 15,975.00	\$ 19,000.00	\$ 19,000.00	\$ 24,000.00	\$ 24,000.00	\$ 51,300.00	\$ 51,300.00	\$ 14,500.00	\$ 14,500.00
3	Variable Message Boards	EA	3	\$ 1,000.00	\$ 3,000.00	\$ 1,350.00	\$ 4,050.00	\$ 1,750.00	\$ 5,250.00	\$ 1,900.00	\$ 5,700.00	\$ 1,500.00	\$ 4,500.00	\$ 1,740.00	\$ 5,220.00
4	Erosion/Pollution Control	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 850.00	\$ 850.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 3,625.00	\$ 3,625.00
5	Planning Bituminous Pavement	SY	680	\$ 10.00	\$ 6,800.00	\$ 12.75	\$ 8,670.00	\$ 15.50	\$ 10,540.00	\$ 12.00	\$ 8,160.00	\$ 16.00	\$ 10,880.00	\$ 18.00	\$ 12,240.00
6	GlasGrid CG-50 (Spec.)	SY	7400	\$ 12.00	\$ 88,800.00	\$ 6.85	\$ 50,690.00	\$ 11.00	\$ 81,800.00	\$ 11.50	\$ 85,100.00	\$ 1.00	\$ 7,400.00	\$ 11.95	\$ 88,430.00
7	HMA for Preleveling Cl. 5 PG 64-22	TON	100	\$ 150.00	\$ 15,000.00	\$ 105.45	\$ 10,545.00	\$ 116.00	\$ 11,600.00	\$ 97.00	\$ 9,700.00	\$ 95.00	\$ 9,500.00	\$ 111.60	\$ 11,160.00
8	HMA Cl. 5 PG 64-22 (2")	TON	830	\$ 100.00	\$ 83,000.00	\$ 77.30	\$ 64,159.00	\$ 86.00	\$ 71,380.00	\$ 97.00	\$ 80,510.00	\$ 95.00	\$ 78,850.00	\$ 111.60	\$ 92,628.00
9	Temporary Pavement Marking	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 750.00	\$ 750.00	\$ 1,500.00	\$ 1,500.00	\$ 575.00	\$ 575.00	\$ 555.00	\$ 555.00	\$ 2,900.00	\$ 2,900.00
10	Paint Line	LF	8000	\$ 0.50	\$ 4,000.00	\$ 0.40	\$ 3,200.00	\$ 0.35	\$ 2,800.00	\$ 0.25	\$ 2,000.00	\$ 0.33	\$ 2,640.00	\$ 0.36	\$ 2,880.00
11	Plastic Stop Line	SF	205	\$ 7.50	\$ 1,537.50	\$ 8.50	\$ 1,742.50	\$ 6.50	\$ 1,332.50	\$ 9.00	\$ 1,845.00	\$ 17.00	\$ 3,485.00	\$ 6.60	\$ 1,353.00
12	Plastic Crosswalk	SF	280	\$ 7.50	\$ 2,100.00	\$ 3.95	\$ 1,106.00	\$ 6.50	\$ 1,820.00	\$ 9.00	\$ 2,520.00	\$ 17.00	\$ 4,760.00	\$ 6.60	\$ 1,848.00
13	Raised Pavement Markers	HUND	3	\$ 750.00	\$ 2,250.00	\$ 550.00	\$ 1,650.00	\$ 535.00	\$ 1,605.00	\$ 290.00	\$ 870.00	\$ 500.00	\$ 1,500.00	\$ 540.00	\$ 1,620.00
14	Permanent Signing	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 750.00	\$ 750.00	\$ 2,000.00	\$ 2,000.00	\$ 2,800.00	\$ 2,800.00	\$ 5,550.00	\$ 5,550.00	\$ 7,250.00	\$ 7,250.00
15	RRFB	EA	1	\$ 20,000.00	\$ 20,000.00	\$ 15,980.00	\$ 15,980.00	\$ 17,050.00	\$ 17,050.00	\$ 16,675.00	\$ 16,675.00	\$ 5,550.00	\$ 5,550.00	\$ 18,127.64	\$ 18,127.64
16	Detectable Warning Panels	LF	30	\$ 50.00	\$ 1,500.00	\$ 150.00	\$ 4,500.00	\$ 80.00	\$ 2,400.00	\$ 100.00	\$ 3,000.00	\$ 55.00	\$ 1,650.00	\$ 84.00	\$ 2,520.00
17	Utility Adjustments	EA	2	\$ 800.00	\$ 1,600.00	\$ 500.00	\$ 1,000.00	\$ 430.00	\$ 860.00	\$ 575.00	\$ 1,150.00	\$ 1,200.00	\$ 2,400.00	\$ 1,450.00	\$ 2,900.00
18	Stormbasin Frame Adjustment	EA	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 575.00	\$ 575.00	\$ 1,200.00	\$ 1,200.00	\$ 1,450.00	\$ 1,450.00
19	Force Account	FC	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
TOTAL BASE BID				\$ 317,087.50	\$ 317,087.50	\$ 221,617.50	\$ 221,617.50	\$ 267,437.50	\$ 267,437.50	\$ 306,180.00	\$ 306,180.00	\$ 329,720.00	\$ 329,720.00	\$ 307,326.64	\$ 307,326.64
Alternate Bid #1															
1	Mobilization	LS	1	\$ 22,000.00	\$ 22,000.00	\$ 4,750.00	\$ 4,750.00	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00	\$ 800.00	\$ 800.00	\$ 4,350.00	\$ 4,350.00
2	Temporary Traffic Control	LS	1	\$ 29,000.00	\$ 29,000.00	\$ 8,895.00	\$ 8,895.00	\$ 8,000.00	\$ 8,000.00	\$ 12,600.00	\$ 12,600.00	\$ 15,000.00	\$ 15,000.00	\$ 8,700.00	\$ 8,700.00
3	Variable Message Boards	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 1,350.00	\$ 2,700.00	\$ 1,750.00	\$ 3,500.00	\$ 575.00	\$ 1,150.00	\$ 1,500.00	\$ 3,000.00	\$ 1,740.00	\$ 3,480.00
4	Planning Bituminous Pavement	SY	90	\$ 10.00	\$ 900.00	\$ 34.30	\$ 3,087.00	\$ 30.00	\$ 2,700.00	\$ 25.00	\$ 2,250.00	\$ 76.00	\$ 6,840.00	\$ 48.00	\$ 4,320.00
5	GlasGrid CG-50 (Spec.)	SY	2025	\$ 12.00	\$ 24,300.00	\$ 7.85	\$ 15,896.25	\$ 12.00	\$ 24,300.00	\$ 11.50	\$ 23,287.50	\$ 1.00	\$ 2,025.00	\$ 11.95	\$ 24,198.75
6	HMA for Preleveling Cl. 5 PG 64-22	TON	30	\$ 150.00	\$ 4,500.00	\$ 176.00	\$ 5,280.00	\$ 116.00	\$ 3,480.00	\$ 110.00	\$ 3,300.00	\$ 109.00	\$ 3,270.00	\$ 128.40	\$ 3,852.00
7	HMA Cl. 5 PG 64-22 (2")	TON	230	\$ 100.00	\$ 23,000.00	\$ 87.00	\$ 20,010.00	\$ 105.00	\$ 24,150.00	\$ 110.00	\$ 25,300.00	\$ 109.00	\$ 25,070.00	\$ 128.40	\$ 29,532.00
8	Temporary Pavement Marking	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 750.00	\$ 750.00	\$ 1,000.00	\$ 1,000.00	\$ 230.00	\$ 230.00	\$ 300.00	\$ 300.00	\$ 7,250.00	\$ 7,250.00
9	Paint Line	LF	2200	\$ 0.75	\$ 1,650.00	\$ 0.40	\$ 880.00	\$ 0.35	\$ 770.00	\$ 0.25	\$ 550.00	\$ 0.33	\$ 726.00	\$ 0.36	\$ 792.00
10	Plastic Stop Bar	SF	70	\$ 10.00	\$ 700.00	\$ 8.50	\$ 595.00	\$ 6.50	\$ 455.00	\$ 18.00	\$ 1,260.00	\$ 17.00	\$ 1,190.00	\$ 6.60	\$ 462.00
11	Raised Pavement Markers	HUND	1	\$ 500.00	\$ 500.00	\$ 550.00	\$ 550.00	\$ 535.00	\$ 535.00	\$ 640.00	\$ 640.00	\$ 500.00	\$ 500.00	\$ 540.00	\$ 540.00
12	Plastic Traffic Arrow	EA	2	\$ 100.00	\$ 200.00	\$ 150.00	\$ 300.00	\$ 260.00	\$ 520.00	\$ 287.50	\$ 575.00	\$ 222.00	\$ 444.00	\$ 270.00	\$ 540.00
TOTAL ALTERNATE 1				\$ 111,250.00	\$ 111,250.00	\$ 63,693.25	\$ 63,693.25	\$ 72,410.00	\$ 72,410.00	\$ 72,642.50	\$ 72,642.50	\$ 59,165.00	\$ 59,165.00	\$ 88,016.75	\$ 88,016.75
TOTAL BASE BID + ALTERNATE 1				\$ 428,337.50	\$ 428,337.50	\$ 285,310.75	\$ 285,310.75	\$ 339,847.50	\$ 339,847.50	\$ 378,822.50	\$ 378,822.50	\$ 388,885.00	\$ 388,885.00	\$ 395,343.39	\$ 395,343.39
Alternate Bid #2															
1	Mobilization	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 850.00	\$ 850.00	\$ 2,000.00	\$ 2,000.00	\$ 6,000.00	\$ 6,000.00	\$ 500.00	\$ 500.00	\$ 1,450.00	\$ 1,450.00
2	Temporary Traffic Control	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 750.00	\$ 750.00	\$ 1,350.00	\$ 1,350.00	\$ 1,700.00	\$ 1,700.00	\$ 4,600.00	\$ 4,600.00	\$ 2,175.00	\$ 2,175.00
3	HMA Cl. 5 PG 64-22 (2")	TON	21	\$ 100.00	\$ 2,100.00	\$ 200.00	\$ 4,200.00	\$ 185.00	\$ 3,885.00	\$ 220.00	\$ 4,620.00	\$ 305.00	\$ 6,405.00	\$ 180.00	\$ 3,780.00
4	Permanent Signing	LS	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 3,550.00	\$ 3,550.00	\$ 1,000.00	\$ 1,000.00	\$ 1,100.00	\$ 1,100.00	\$ 730.00	\$ 730.00
TOTAL ALTERNATE 2				\$ 4,600.00	\$ 4,600.00	\$ 6,300.00	\$ 6,300.00	\$ 10,785.00	\$ 10,785.00	\$ 13,320.00	\$ 13,320.00	\$ 12,605.00	\$ 12,605.00	\$ 8,135.00	\$ 8,135.00
TOTAL BASE BID + ALTERNATE 1 + ALTERNATE 2				\$ 432,937.50	\$ 432,937.50	\$ 291,610.75	\$ 291,610.75	\$ 350,632.50	\$ 350,632.50	\$ 392,142.50	\$ 392,142.50	\$ 401,490.00	\$ 401,490.00	\$ 403,478.39	\$ 403,478.39

EXHIBIT B

Project Vicinity Map

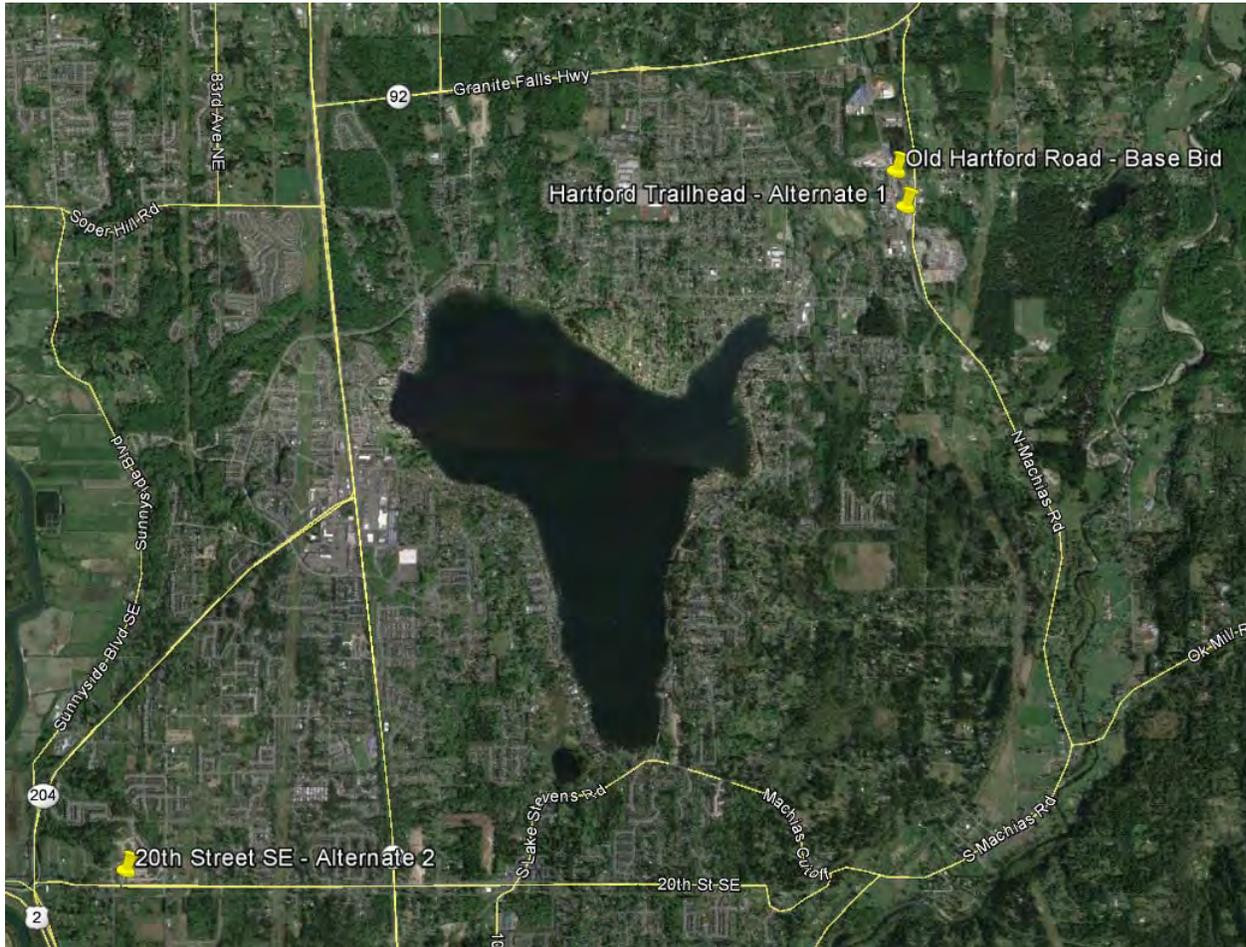


EXHIBIT C

PUBLIC WORKS CONTRACT

This Contract is made and entered into in duplicate this ____ day of _____, 2016 by and between the City of Lake Stevens, a non-charter code city of the State of Washington, hereinafter referred to as “the City”, and Northshore Paving, Inc., a Washington corporation, hereinafter referred to as “the Contractor”.

WITNESSETH:

Whereas, the City desires to have certain public work performed as hereinafter set forth, requiring specialized skills and other supportive capabilities; and

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

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

1. Scope of Work.

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

16001 - 2016 Pavement Overlay

in accordance with and as described in

- A. this Contract, and
- B. the Project Manual, which include the attached plans, Specifications, Special Provisions, submittal requirements, attachments, addenda (if any), Bid Form, Performance and Payment Bond, and
- C. the Standard Specifications for Road, Bridge, and Municipal Construction prepared by the Washington State Department of Transportation, as may be specifically modified in the attached Specifications and/or Special Provisions, hereinafter referred to as “the standard specifications”,

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

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

2. Time for Performance and Liquidated Damages.

- A. Time is of the essence in the performance of this Contract and in adhering to the time frames specified herein. The Contractor shall commence work within ten (10) calendar days after notice to proceed from the City, and said work shall be physically completed by September 1, 2016, unless a different time frame is expressly provided in writing by the City.

- B. If said work is not completed within the time for physical completion, the Contractor may be required at the City's sole discretion to pay to the City liquidated damages as set forth in the Project Manual, for each and every day said work remains uncompleted after the expiration of the specified time.

3. Compensation and Method of Payment.

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

4. Independent Contractor Relationship.

The relationship created by this Contract is that of independent contracting entities. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant, or representative of the City, and the employees of the Contractor are not entitled to any of the benefits the City provides for its employees. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, subcontractors, or representatives during the performance of this Contract. The Contractor shall assume full responsibility for payment of all wages and salaries and all federal, state, and local taxes or contributions imposed or required, including, but not limited to, unemployment insurance, workers compensation insurance, social security, and income tax withholding.

5. Prevailing Wage Requirements.

The Contractor shall comply with applicable prevailing wage requirements of the Washington State Department of Labor & Industries, as set forth in Chapter 39.12 RCW and Chapter 296-127 WAC. The Contractor shall document compliance with said requirements and shall file with the City appropriate affidavits, certificates, and/or statements of compliance with the State prevailing wage requirements. The Washington State Prevailing Wage Rates For Public Works Contracts, Snohomish County, incorporated in this Contract have been established by the Department of Labor & Industries and are included as an Attachment to

this Contract. The Contractor shall also ensure that any subcontractors or agents of the Contractor shall comply with the prevailing wage and documentation requirements as set forth herein.

6. Indemnification and Hold Harmless.

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

7. Insurance.

The Contractor shall procure, and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. Failure by the Contractor to maintain the insurance as required shall constitute a material breach of contract upon which the City may, after giving five working days notice to the Contractor to correct the breach, immediately terminate the Contract or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, off set against funds due the Contractor from the City.

No Limitation.

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

The Contractor shall obtain insurance of the types described below:

- i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial

General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 05 09. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

Subcontractors' Insurance

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- iv. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-contractors in the work. Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for floor and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

B. Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

- v. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- vi. Commercial General Liability insurance shall be written with limits no less than \$3,000,000 each occurrence, \$3,000,000 general aggregate and a \$3,000,000 products-completed operations aggregate limit.
- vii. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

C. Other Insurance Provisions

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

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

F. Contractor's Insurance For Other Losses

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

G. Waiver of Subrogation

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

8. Compliance with Laws.

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

9. Non-discrimination.

During the performance of this Contract, the Contractor shall comply with all applicable equal opportunity laws and/or regulations and shall not discriminate on the basis of race, age, color, sex, sexual orientation, religion, national origin, creed, veteran status, marital status, political affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of work and services under this Contract. The Contractor further agrees to maintain notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Contractor understands that violation of this provision shall be cause for immediate termination of this Contract and the Contractor may be barred from performing any services or work for the City in the future unless the Contractor demonstrates to the satisfaction of the City that discriminatory practices have been eliminated and that recurrence of such discriminatory practices is unlikely.

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

10. Assignment and Subcontractors.

- A. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the City.
- B. The Contractor shall not subcontract any part of the services to be performed hereunder without first obtaining the consent of the City and complying with the provisions of this section.
- C. In the event the Contractor does assign this contract or employ any subcontractor, the Contractor agrees to bind in writing every assignee and subcontractor to the applicable terms and conditions of the contract documents.
- D. The Contractor shall, before commencing any work, notify the Owner in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the Owner may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the Owner by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the Owner shall not constitute a waiver of any right of the Owner to reject defective work or work not in conformance with the contract documents. If the Owner, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.
- E. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organization directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of persons directly employed by it.

- F. The divisions and sections of the specifications and the identifications of any drawings shall not control the Contractor in dividing the work among subcontractors or delineating the work to be performed by any specific trade.
- G. Nothing contained in the contract documents shall create or be construed to create any relationship, contractual or otherwise, between the Owner and any subcontractor or assignee. Nothing in the contract documents shall create any obligation on the part of the Owner to pay or to assure payment of any monies due any subcontractor or assignee.
- H. The Contractor hereby assigns to the City any and all claims for overcharges resulting from antitrust violations as to goods and materials purchased in connection with this Contract, except as to overcharges resulting from antitrust violations commencing after the date of the bid or other event establishing the price of this Contract. In addition, the Contractor warrants and represents that each of its suppliers and subcontractors shall assign any and all such claims for overcharges to the City in accordance with the terms of this provision. The Contractor further agrees to give the City immediate notice of the existence of any such claim.
- I. In addition to all other obligations of the contractor, if the contractor does employ any approved subcontractor, the contractor shall supply to every approved subcontractor a copy of the form, provided in the project manual, to establish written proof that each subcontract and lower-tier subcontract is a written document and contains, as a part, the current prevailing wage rates. The contractor, each approved subcontractor and each approved lower-tier subcontractor shall complete and deliver the form directly to the City.

10. Contract Administration.

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

Contractor:

Northshore Paving, Inc.
Attn: Daryl Purfeerst
PO Box 1813
Bothell, WA 98041-1813

City:

City of Lake Stevens
Attn: City Clerk
2211 Grade Road
Lake Stevens, WA 98258

11. Interpretation and Venue.

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

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

NORTHSHORE PAVING, INC.

CITY OF LAKE STEVENS:

By: _____

By: _____

John Spencer, Mayor

Printed Name and Title

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

ATTEST:

City Clerk

PERFORMANCE and PAYMENT BOND

Bond to the City of Lake Stevens

Bond # _____

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

The conditions of the above obligation are such that:

WHEREAS, the City of Lake Stevens has let or is about to let to the said _____
the above bounded Principal, a certain contract, the said contract being numbered XX-XX, and providing for
Project Name _____ (which contract is referred to herein and is made a part hereof as though attached
hereto), and

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

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

Signed this ____ day of _____, 20__.

Surety

Principal

By _____

By _____

Title

Title

Surety Address

Agent Address

Surety Contact and Phone Number

Agent Contact and Phone Number

ESCROW AGREEMENT for RETAINED PERCENTAGE

Project Name, Project **XX-XX**

Escrow No.: _____

City of Lake Stevens Contract No. **XX-XX**

Completion Date: _____

TO:

express prior written consent of the
City.

THIS ESCROW AGREEMENT is for the investment of the retained percentage of the above contract, in accordance with chapter 60.28 of the Revised Code of Washington. It is limited to FDIC insured Washington State Chartered Banks who are covered by the State of Washington Public Deposit Protection Act.

The undersigned, _____, (as "Contractor"), has directed the CITY OF LAKE STEVENS (as "City"), to deliver to you its warrants which shall be payable to you and/or the contractor. The warrants are to be held and disposed of by you in accordance with the following instruction:

INSTRUCTIONS

1. Upon delivery the warrants shall be endorsed by you and forwarded to the City for collection. You shall use the monies to purchase investments selected by the Contractor and approved by the City. You may follow the last written direction received by you from the Contractor, for each purchase, provided the direction otherwise conforms with this agreement. Acceptable investments are:
 - A. Bills, certificates, notes or bonds of the United States;
 - B. Other obligations of the United States or its agencies;
 - C. Obligations of any corporation wholly owned by the Government of the United States;
 - D. Indebtedness of the Federal National Mortgage Association;
 - E. Time deposits in commercial banks;
 - F. Other investments, except stocks, selected by the Contractor, subject to

2. The investments shall be in a form which allows you alone to reconvert them into money if you are required to do so by the City.
3. The investments must mature on or prior to the date set for the completion of the contract, including extension there of or thirty (30) days following the final acceptance of the work.
4. When interest on the investments accrues and is paid, you shall collect the interest and forward it to the Contractor unless otherwise directed by the Contractor.
5. You are not authorized to deliver to the Contractor all or any part of the investments held by you pursuant to this agreement (or any monies derived from the sale of such investments, or the negotiation of the City's warrants) **except** in accordance with the written instructions from the City. Compliance with such instructions shall relieve you of any further liability related thereto.
6. In the event the City orders you, in writing, to reconvert the investments and return all monies, you shall do so within thirty (30) days of receipt of the order.
7. The Contractor agrees to compensate you for your services in accordance with your current published schedule of applicable escrow fees. Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any monies placed with you pursuant to this agreement until and unless the City directs the release to the Contractor of the investments and monies held hereunder, whereupon you shall be entitled to reimburse yourself from such monies for the entire amount of your fee.
8. This agreement shall not be binding until signed by both parties and accepted by you.
9. This document contains the entire agreement between you, the Contractor, and the City, with respect to this Escrow, and you are not a party to, nor bound by any instrument or

agreement other than this. You shall not be required to take notice of any default or any other matter, nor be bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided. You shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

CONTRACTOR

Federal Tax I.D. No. _____

By: _____

Title: _____

Address: _____

DATE: _____

CITY OF LAKE STEVENS

By: _____

Title: _____

DATE: _____

THE ABOVE ESCROW AGREEMENT
RECEIVED AND ACCEPTED on the _____ day
of _____ 20__.

BANK

By: _____

Title: _____

Address: _____

DISTRIBUTION:
City Clerk
Financial Institution
Contractor
File Copy

BUDGET IMPACT: TBD

ATTACHMENTS:

Exhibit A - Bid Tabulation – to be provided

Exhibit B - Request for Bids/Scope of Work with PW Contract

Exhibit C - Small Works Contract

**EXHIBIT A
BID TABULATION**

<u>Contractor</u>	<u>Biohazard Certified</u>	<u>Total Bid</u>
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City of Lake Stevens**REQUEST FOR BIDS****Biohazard Removal and Disposal and Structure Demolition****Revision: 1 April 2016****Project No: 16037**

The City of Lake Stevens requests interested parties to submit bids to provide services to support City clean-up of bio-hazardous site and structures within the City limits. Services will be performed on a site by site approval based through 31st December 2017.

Scope of Work

Overview: As directed by the City, Service Provider shall provide turnkey site clean-up to remove biohazardous material and other site waste material to provide a safe and clean site.

Site Conditions: Sites are considered to contain a variety of materials that may contain hazardous materials including bio-hazardous; garbage and general debris; human waste; constructed temporary shelter; and other waste items.

Site Locations: Site will be identified individually. City will make efforts to cluster when possible several sites. Sites include under structures (eq: Bridge); forested open area; vegetated ground cover; abandon structures (houses, sheds, outbuildings); and scrap material and/or tent build shelter.

Property where work is performed may be public or privately owned. The City will be responsible to give access to the site.

Biohazard Handling: Site supervisor and workers must be trained and certified in handling and disposal of hazardous materials. Service Provider is to provide copies of any applicable training records, certifications, and licenses required to perform this work.

Structure Demolition: Some work may require the removal of wood frame or concrete block structures. This may include asbestos analysis, removal, and disposal. The Service Provider is responsible to obtain the permits. City will waive fees for City permits.

Hours of Work: 7:00 AM to 5:00 PM Monday through Friday. Weekends may be considered if approved in writing (email acceptable) by the City.

Service Provider's Duties and Responsibilities:

1. Clean-up duties shall include surveying sites, collecting debris, dismantling temporary structures, removal of trash, removal of human waste, and State approved handling and removal of all removed material. Disposal shall be at a site permitted to accept such materials.
2. Service Provider shall supply all labor, material, tools, protective clothing and gear, and equipment that is require or needed to perform the work to handle, remove, transport, and dispose of the waste materials and leave a clean site.

3. Service Provider shall coordinate with the City on a site-by-site basis to determine the work order for each site clean-up. The work order will establish the site start date, estimated timeframe of work, staging area, traffic control if required, and name of the onsite representative.
4. Service Provider is responsible for the supervision and management of its crew and sub consultant and ensure all necessary safety procedures are followed. This individual will serve as the City's contact.
5. Service Provider shall photograph the site before and after cleaning and provide electronic copy of each photograph to the City.
6. Service Provider shall notify the City when the work is complete and provide a clean-up report for each site including total weight of debris removed.
7. In the event that an adjacent homeless encampment is discovered in the general area during the course of a project, the Service Provider shall notify the City's designated representative to obtain authorization prior to proceeding with any additional work that was not identified in the work scope.
8. Service Provider shall follow best practices work procedures to safely manage any hazardous materials found on the jobsite, including urine, feces, soiled personal hygiene items, syringes, and other materials which could pose a health threat.
9. Service Provider shall trim shrubs and vegetation as required by the City.
10. For abandon building encampment where the City directs demolition of the building the Service Provider must perform an asbestos review of the site and provide a report on the findings with an asbestos mitigation plan with a cost estimate for the mitigation and demolition of the structure to the City. The City will review and decide on how to proceed. If the Service Provider is directed to proceed with the abatement and demolition of the building, asbestos mitigation and disconnection of all service utilities must be performed before demolition can proceed.
11. Service Provider shall immediately contact the Lake Stevens Police Department through 911 if a weapon is found.
12. Service Provider is to perform work in a timely and efficient manner and conduct themselves in a courteous and business-like manner at all times.
13. Service Provider shall properly handle and dispose of solid waste and hazardous waste in accordance with all applicable laws.

City Responsibilities

1. Issue a work order with a minimum of one week notification to the Service Provider to start time of a cleanup project.
2. Provide security during the positing of the "Notice to Vacate" and provide services if requested during clean-up.
3. Provide a City representative to serve as a point of contact for reviewing work orders, authorizing work, addressing Service Provider issues and questions.
4. Post "Notice to Vacate" signs at the work site 72 hours prior to the commencement of each removal project. City will photograph notices to document time and location of posting.

Occupants: All sites will be cleared by Lake Stevens Police Department prior to access to site by service provider.

Payment: Work shall be performed under a force account (time and material). Service Provide shall provide to the City documentation of employees hours; sub-consultants costs; equipment and material costs; and disposal costs.

Prevailing Wages: Prevailing wages are required on this project. An intent to Pay Prevailing Wages is required to be submitted to the City at the beginning of the contract. An Affidavit of Wages Paid is required to be submitted to the City after each work order performed under this contract.

Business License: Contractor is required to obtain a City Business License prior to performing work within the City.

Bid Submittal: Must be received by the City by 6th April at 4:00pm at the City Hall located at 1812 Main Street, PO BOX 257 Lake Stevens, WA 98258 or emailed to awells@lakestevenswa.gov. Bids received after the deadline will not be considered.

Bid must include name of company, contact information, contractor's license number. The bid is to be provided as a Lump Sum and shall include all applied taxes.

Bid Process: The City will review bids received by the submission deadline. The review panel will select the bid of the lowest responsible bidder. Non-responsive bids will not be considered. The City reserves the right to reject any and all bids. The bidder must complete the Bid Proposal section on this document. The City reserves the right to reject any and all bids.

Execution of Contract: The City may at its discretion selected to implement only one or more bid items and a single quantity or more throughout the term of the contract. Some bid items may never be implemented during the term of this contract. The estimated quantities shown on the bid proposal are for the purpose to evaluate each bid for determination of the lowest responsive bid.

City Project Representative:

Scott Wicken, Public Works Superintendent - 425-212-3312

swicken@lakestevenswa.gov

Bid Item 1 – Site Assessment – Surveying a site, taking pre-cleanup photos, and preparation of a site work order (The work order will establish the site start date, estimated timeframe of work, staging area, traffic control if required, and name of the onsite representative.). Any site mobilization costs for this bid item must be included in this bid item.

Unit: Per Site

Bid Item 2 – Site Cleanup Mobilization – Single mobilization for each site (only one payment per site regardless of how many days a single site cleanup may require) to cover all pre-site work setup up times, site travel times, planning, other tasks to get to the site ready to perform site cleanup.

Unit: Per Site

Bid Item 3 – Bio-hazard Technician – Includes prevailing wage labor, containment of bio-hazardous waste, transient debris, or any litter that poses health and safety risk, removal of contaminated contents, personal protective equipment, consumable supplies, administrative fees, and photo documentation.

Unit: Per Hour

Bid Item 4 – Biohazard Material Disposal – Containment, transportation, and disposal of biohazard material off site per 40 gallon containment unit.

Unit: Each

Bid Item 5 – Non-biohazard Material Disposal - Containment, transportation, and disposal of non-biohazard material off site based on weight.

Unit: Ton

Bid Item 6 – Asbestos Assessment - survey a structure and provide an assessment report that provides findings, estimated timeframe of work, and a cost proposal to perform the asbestos removal and disposal and site cleanup associated with asbestos removal work. Any site mobilization costs for this bid item must be included in this bid item.

Unit: Per Site

Bid Item 7 – Asbestos Abatement – the scope of work and cost will be based a City approved Asbestos Assessment.

Unit: Force Account

Bid Item 8 – Demolition Assessment - survey a structure and provide estimated timeframe of work and a cost proposal to perform the demolition and disposal of structure off site, site cleaning, and any associated utility work. Any site mobilization costs for this bid item must be included in this bid item.

Unit: Per Site

Bid Item 9 – Demolition of Structure - the scope of work and cost will be based a City approved Demolition Assessment.

Unit: Force Account

City of Lake Stevens

**Bid Proposal for
 Biohazard Removal and Disposal and Structure Demolition**

The following proposal is for Biohazard Removal and Disposal and Structure Demolition as described in this Request for Bids.

Note: The City may at its discretion selected to implement only one or more bid items and a single quantity or more throughout the term of the contract. Some bid items may never be implemented during the term of this contract. The estimated quantities shown on the bid proposal are for the purpose to evaluate each bid for determination of the lowest responsive bid.

Description	Unit	Unit Proposal	Est Qty	Total Proposal
Bid Item 1 – Site Assessment –	Per Site	\$ _____ x	12	\$ _____
Bid Item 2 – Site Cleanup Mobilization –	Per Site	\$ _____ x	12	\$ _____
Bid Item 3 – Bio-hazard Technician –	Per Hour	\$ _____ x	160	\$ _____
Bid Item 4 – Biohazard Material Disposal –	Each	\$ _____ x	100	\$ _____
Bid Item 5 – Non-biohazard Material Disposal -	Ton	\$ _____ x	100	\$ _____
Bid Item 6 – Asbestos Assessment -	Per Site	\$ _____ x	2	\$ _____
Bid Item 7 – Asbestos Abatement –	FC	NA x	0	NA
Bid Item 8 – Demolition Assessment -	Per Site	\$ _____ x	2	\$ _____
Bid Item 9 – Demolition of Structure -	FC	NA x	0	NA

SUB- TOTAL

\$ _____

Sales tax (8.9%)

\$ _____

TOTAL BASE BID (Sub-Total + Sales Tax)

\$ _____

**Bid Proposal (Continued) for
Biohazard Removal and Disposal and Structure Demolition**

If awarded this bid, I will be able to perform this project.

Company: _____ Email: _____

Address: _____ City: _____ Zip: _____

Signature: _____ Date: _____ 2016

Print Name: _____ Phone: _____

References: Please provide at least two services provided to a government agency similar to this contract for services for the cleaning of homeless encampment sites:

Agency: _____ Dates: _____

Contract Person: _____ Phone: _____

Email: _____

Agency: _____ Dates: _____

Contract Person: _____ Phone: _____

Email: _____

Bid Proposal must be provided to the City by **4:00 PM** on **7 April 2016**, late submittals will not be accepted. Email, FAX and mailed bids will be accepted using the following methods:

Email: Amanda Wells at awells@lakestevenswa.gov

FAX: (425) 212-3328 attn. Amanda Wells

Mail: 1812 Main Street P.O. Box 257, Lake Stevens, WA 98258 attn. Amanda Wells

The successful bidder will be required to execute a contract substantially in the form attached as Attachment A

SMALL PUBLIC WORKS CONTRACT

THIS SMALL PUBLIC WORKS CONTRACT (“Contract”) is made and entered into this _____ day of _____, 20____, by and between Contractor Name (“Contractor”) and the City of Lake Stevens, a municipal corporation (“City”).

WHEREAS, RCW 39.04.155 authorizes local governments to contract for public works having an estimated cost of \$300,000 or less by soliciting quotations (referred to herein as Bid Proposals) from contractors on the appropriate small works roster; and

WHEREAS, the City has by Resolution 2007-24 adopted procedures to implement the provisions of RCW 39.04.155 as required by law; and

WHEREAS, the City has contracted with Municipal Research and Services Center (“MRSC”) to use MRSC Rosters in lieu of maintaining its own small works roster; and

WHEREAS, the City desires to accomplish certain public works entitled Homeless Encampment Biohazard Removal and Disposal (“the Project”) having an estimated cost \$300,000 or less using the small works roster procedures; and

WHEREAS, the City solicited written Bid Proposals for the Project from

- all contractors on the appropriate MRSC small works roster
- at least five contractors on the appropriate MRSC small works roster who have indicated the capability of performing the kind of work being contracted; and

WHEREAS, whereas the City received and reviewed written Bid Proposals for the Project, and has determined that Contractor is the lowest responsible bidder; and

WHEREAS, the Contractor and the City desire to enter into this Contract for the Project in accordance with the terms and conditions of this Contract.

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

1. Scope of Work—the Project.

The Contractor shall perform, carry out and complete the Project in accordance with this Contract and the incorporated Contract Documents specified in Section 2. The Project shall be completed no later than Date.

2. Contract Documents.

In addition to Contractor’s attached Bid Proposal, the following documents are incorporated

into the Contract by this reference:

- a. Request for Proposal/Bid
- b. Plans and Contract Drawings.
- c. Scope of Work.
- d. 2014 Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT/APWA) (“Standard Specifications”) (referenced but not attached).
- e. 2010 APWA Supplement General Special Provisions (referenced but not attached).
- f. Addenda (if any).
- g. Payment and Performance Bond (attached).
- h. Retainage Bond (attached) (optional-see Section 5).

In the event of any inconsistencies or conflicts between the language of this Contract and these incorporated documents, the language of the Contract shall prevail over the language of the documents.

3. Commencement of Work.

Work shall not proceed under this Contract until the Contractor has met following conditions:

- a. The Contract has been signed and fully executed by the parties.
- b. The Contractor has provided the City with the certificates of insurance required under Section 22.
- c. The Contractor has obtained a City of Lake Stevens Business License.
- d. The Contractor has provided the City with satisfactory documentation that Contractor is licensed and bonded as a contractor in the Washington State.

These conditions shall be satisfied within ten (10) calendar days of the City’s Notice of Award of the Contract to the Contractor. Upon satisfaction of these conditions, the City shall issue a Notice to Proceed and Contractor shall commence work within five (5) calendar days of the date of said Notice.

4. Time is of the Essence/Liquidated Damages.

Time is of the essence in the performance of this Contract. The Contractor shall diligently pursue the Project work to physical completion by the date specified in Section 1. If said work is not completed within the time specified, the Contractor agrees to pay the City as liquidated damages the sum set forth in Section 1-08.9 of the Standard Specifications for each and every calendar day said work remains uncompleted after expiration of the specified time.

5. Payment for Project.

- a. Total Contract Sum for Project. Excluding approved changes orders, the City shall pay the Contractor for satisfactory completion of the Project under the Contract a total Contract Sum not to exceed

\$Dollar Amount in accordance with the bid price in Contractor's Bid Proposal and including all applicable Washington State Sales Tax. The total Contract Sum includes all expenses and costs incurred in planning, designing and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.

b. Payments shall be for Performance of Project Work. Payments for work provided hereunder shall be made following the performance of such work, unless otherwise permitted by law and approved in writing by the City. No payment shall be made for any work rendered by the Contractor except as identified and set forth in this Contract.

c. Right to Withhold Payments if Work is Unsatisfactory. If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract.

d. Payments. Progress payments shall be based on the timely submittal by the Contractor of the City's standard payment request form. The form shall be appropriately completed and signed by the Contractor. Applications for payment not signed and/or completed shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed payment request form and shall make payment to the Contractor within approximately thirty (30) calendar days thereafter.

e. Payments for Alterations and/or Additions. Requests for changes orders and/or payments for any alterations in or additions to the work provided under this Contract shall be in accordance with the change order process set forth in Section 1-04.4 of the Standard Specifications.

f. Final Payment. Pursuant to RCW Chapter 60.28, a sum equal to five percent (5%) of the monies earned by the Contractor will be retained from payments made by the City to the Contractor under this Contract. This retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to RCW Title 82 and (2) the claims of any person arising under the Contract.

Monies retained under the provisions of RCW Chapter 60.28 shall, at the option of the Contractor, be:

- i. Retained in a fund by the City; or
- ii. Deposited by the City in an escrow (interest-bearing) account in a bank, mutual saving bank, or savings and loan association (interest on monies so retained shall be paid to the Contractor). Deposits are to be in the name of the City and are not to be allowed to be withdrawn without the City's written authorization. The City will issue a check representing the sum of the monies reserved, payable to the bank or trust company. Such check shall be converted into bonds and securities chosen by the Contractor as the interest accrues.

At or before the time the Contract is executed, the Contractor shall designate the option desired. The

Contractor in choosing option (ii) agrees to assume full responsibility to pay all costs that may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities. The City may also, at its option, accept a bond in lieu of retainage.

Release of the retainage will be made sixty (60) calendar days following the Final Acceptance of the Project provided the following conditions are met:

- iii. A release has been obtained from the Washington State Department of Revenue.
 - iv. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Contracting Agency (RCW 39.12.040).
 - v. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.
 - vi. Washington State Department of Labor and Industries (per Section 1-07.10 of the Standard Specifications) shows the Contractor is current with payments of industrial insurance and medical premiums.
 - vii. All claims, as provided by law, filed against the retainage have been resolved.
 - viii. If requested by the City, the Contractor shall provide the City with proof that insurance required under Section 22 remains in effect.
- g. Final Acceptance. Final Acceptance of the Project occurs when the Public Works Director has determined that the Project is one hundred percent (100%) complete and has been constructed in accordance with the Plans and Specifications.

h. Payment in the Event of Termination. In the event this Contract is terminated by the either party, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Scope of Work is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of Contractor performing the work, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all reasonable legal expenses and costs incurred by the City to protect the rights and interests of the City under the Contract.

i. Maintenance and Inspection of Financial Records. The Contractor and its subcontractors shall maintain reasonable books, accounts, records, documents and other evidence pertaining to the costs and expenses allowable, and the consideration paid under this Contract, in accordance with reasonable and customary accepted accounting practices. All such books of account and records required to be maintained by this Contract shall be subject to inspection and audit by representatives of City and/or of the Washington State Auditor at all reasonable times, and the Contractor shall afford the proper facilities for such inspection and audit to the extent such books

and records are under control of the City, and all Project Contracts shall similarly provide for such inspection and audit rights. Such books of account and records may be copied by representatives of City and/or of the Washington State Auditor where necessary to conduct or document an audit. The Contractor shall preserve and make available all such books of account and records in its control for a period of three (3) years after final payment under this Contract, and Bunker Repair Project subcontracts shall impose similar duties on the subcontractors.

6. Term of Contract.

The term of this Contract shall commence upon full execution of this Contract by the City and Contractor and shall terminate on December 31, 2017, unless sooner terminated by either party under Section 7 or applicable provision of the Contract.

7. Termination of Contract.

a. Except as otherwise provided under this Contract, either party may terminate this Contract upon ten (10) working days' written notice to the other party in the event that said other party is in default and fails to cure such default within that ten-day period, or such longer period as provided by the non-defaulting party. The notice of termination shall state the reasons therefore and the effective date of the termination.

b. The City may also terminate this Contract in accordance with the provisions of Section 1-08.10 of the Standard Specifications.

8. Status of Contractor.

The Contractor is a licensed, bonded and insured contractor as required and in accordance with the laws of the State of Washington. Contractor is acting as an independent contractor in the performance of each and every part of this Contract. No officer, employee, volunteer, and/or agent of either party shall act on behalf of or represent him or herself as an agent or representative of the City. Contractor and its officers, employees, volunteers, agents, contractors and/or subcontractors shall make no claim of City employment nor shall claim against the City any related employment benefits, social security, and/or retirement benefits. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between Contractor and the City.

9. Permits.

The Contractor will apply for, pay for and obtain any and all City, county, state and federal permits necessary to commence, construct and complete the Project. All required permits and associated costs shall be included in the Total Contract Sum for Project.

10. Business License Required.

The Contractor shall obtain a City of Lake Stevens Business License prior to commencement of work under this Contract.

11. Work Ethic.

The Contractor shall perform all work and services under and pursuant to this Contract in timely, professional and workmanlike manner.

12. City Ownership of Work Products.

All work products (reports, maps, designs, specifications, etc.) prepared by or at the request of Contractor regarding the planning, design and construction of the Project shall be the property of the City. Contractor shall provide the City with paper and electronic copies of all work products in possession or control of Contractor at the request of final payment from Contractor or upon written request from the City.

13. Job Safety.

a. General Job Safety. Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

b. Trench Safety Systems. The Contractor shall ensure that all trenches are provided with adequate safety systems as required by RCW Chapter 49.17 and WAC 296-155-650 and -655. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

14. Prevailing Wages.

Contractor shall pay its employees, and shall require its subcontractors to pay their employees, prevailing wages as required by and in compliance with applicable state and/or federal law and/or regulations, including but not limited to RCW Chapter 39.12 and RCW Chapter 49.28. Prior to final payment under this Contract, Contractor shall certify in writing that prevailing wages have been paid for all work on the Project as required and in accordance with applicable law and/or regulations.

15. Taxes and Assessments.

The Contractor shall be solely responsible for compensating its employees, agents, and/or subcontractors and for paying all related taxes, deductions, and assessments, including, but not limited to, applicable use and sales taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Contract.

16. Nondiscrimination Provision.

During the performance of this Contract, the Contractor shall comply with all applicable equal opportunity laws and/or regulations and shall not discriminate on the basis of race, age, color, sex, sexual orientation, religion, national origin, creed, veteran status, marital status, political affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of work and services under this Contract. The Contractor further agrees to maintain notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Contractor understands that violation of this provision shall be cause for immediate termination of this Contract and the Contractor may be barred from performing any services or work for the City in the future unless the Contractor demonstrate to the satisfaction of the City that discriminatory practices have been eliminated and that recurrence of such discriminatory practices is unlikely.

17. The Americans with Disabilities Act.

The Contractor shall comply, and shall require its subcontractors to comply, with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA), and its implementing regulations, and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations, with regard to the work and services provided pursuant to this Contract. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, public transportation, state and local government services, and telecommunications.

18. Compliance With Law.

The Contractors shall perform all work and services under and pursuant to this Contract in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.

19. Guarantee of Work.

a. The Contractor guarantees and warrants all of its work, materials, and equipment provided and utilized for this Project to be free from defects for a period of one (1) year from the date of final acceptance of the Project work. The Contractor shall remedy any defects in its Project work, and the materials, and equipment utilized in the Project and pay for any damages resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the Project work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

b. The guarantee/warranty period shall be suspended from the time a significant defect is first documented by the City until the work or equipment is repaired or replaced by the Contractor and accepted by the City. In the event that fewer than ninety (90) calendar days remain in the guarantee period after acceptance of such repair or replacement (after deducting the period of suspension above), the guarantee period shall be extended to allow for at least ninety (90) calendar days guarantee of the work from the date of acceptance of such repair or equipment.

c. The Contractor shall also provide the City with manufacturer's warranties for all components, materials and equipment installed as part of the Project.

20. Contractor's Risk of Loss.

It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that he has familiarized himself with all existing conditions and other contingencies likely to affect the work, and has made his bid accordingly, and that he shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

21. Indemnification and Hold Harmless.

a. The Contractor shall indemnify, defend and hold the City, its elected officials, agents, officers and/or employees harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses of any nature whatsoever (including all costs and attorneys' fees) to or by third parties arising from, resulting from or connected with the work and services performed or to be performed under this Contract by the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors to the fullest extent permitted by law and subject to the limitations provided below.

b. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City and/or its elected officials, agents, officers and/or employees, and (b) the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors, shall apply only to the extent of negligence of Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors.

c. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against the Contractor by the City and does not include, or extend to, any claims by the Contractor's employees directly against Contractor. The obligations of Contractor under this subsection have been mutually negotiated by the parties hereto, and Contractor acknowledges that the City would not enter into this Contract without the waiver thereof of Contractor.

d. Nothing contained in this section or Contract shall be construed to create a liability or a right of indemnification by any third party.

e. The provisions of this section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

22. Insurance.

The Contractor shall procure, and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. Failure by the Contractor to maintain the insurance as required shall constitute a material breach of contract upon which the City may, after giving five (5) working days' notice to the Contractor to correct the breach, immediately terminate the Contract or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, off set against funds due the Contractor from the City.

a. Minimum Scope of Insurance.

The Contractor shall obtain insurance of the types described below:

- i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 05 09. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- iv. Required. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-contractors in the work. Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for floor and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The

Builders Risk insurance shall be maintained until final acceptance of the work by the City.

b. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
- iii. Required. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

c. Other Insurance Provisions.

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

- i. The Contractor's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.
- d. Acceptability of Insurers.

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

e. Verification of Coverage.

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Throughout the term of this Contract, the Contractor shall provide the City with proof of insurance upon request by the City.

Required. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

f. Contractor's Insurance for Other Losses.

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

g. Subcontractors.

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

h. Waiver of Subrogation.

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

i. Notice of Cancellation of Insurance.

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

23. Assignment and Subcontractors.

a. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the City.

b. The Contractor shall not subcontract any part of the services to be performed hereunder without first obtaining the consent of the City and complying with the provisions of this section.

c. In the event the Contractor does assign this Contract or employ any subcontractor, the Contractor agrees to bind in writing every assignee and subcontractor to the applicable terms and conditions of the Contract documents.

d. The Contractor shall, before commencing any work, notify the City in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the City may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the City by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the City shall not constitute a waiver of any right of the City to reject defective work or work not in conformance with the contract documents. If the City, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.

e. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organization directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of person directly employed by it.

f. The Contract does not and shall not create or be construed to create any relationship, contractual or otherwise, between the City and any subcontractor or assignee. Nothing in the Contract shall create any obligation on the part of the City to pay or to assure payment of any monies due any subcontractor or assignee.

24. Severability.

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

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

25. Integration and Supersession.

This Contract sets forth all of the terms, conditions, and Contracts of the parties relative to the Project, and supersedes any and all such former Contracts which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or Contracts with respect thereto except as provided herein, and no amendment or modification of this Contract shall be effective unless reduced to writing and executed by the parties. In the event of any conflicts or inconsistencies between this Contract and the Declaration, the terms of this Contract shall control in all cases.

26. Non-Waiver.

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

27. Survival.

Any provision of this Contract which imposes an obligation after termination or expiration of this Contract shall survive the term or expiration of this Contract and shall be binding on the parties to this Contract.

28. Contract Representatives and Notices.

This Contract shall be administered for the City by the City's Contract Representative Barb Stevens, and shall be administered for the Contractor by the Contractor's Contract Representative Insert Name of Contractor Representative. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To the City: City of Lake Stevens
 City Clerk
 1812 Main Street
 Lake Stevens, WA 98258-0257
 425-334-1012

To Contractor: Name and Title of Binding Officer
 Contractor Business Name
 Contractor Mailing Address
 City, State, Zip
 Phone Number

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

29. Third Parties.

The City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

30. Governing Law.

This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

31. Venue.

The venue for any action to enforce or interpret this Contract shall lie in the Superior Court of Washington for Snohomish County, Washington.

32. Attorney Fees

Should either the City or the Contractor commence any legal action relating to the provisions of this Contract or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses, and reasonable attorney fees.

33. Authority

The person executing this Agreement on behalf of Contractor represents and warrants that he or she has been fully authorized by Contractor to execute this Agreement on its behalf and to legally bind Contractor to all the terms, performances and provisions of this Agreement. The person executing this Contractor on behalf of the City represents and warrants that he or she has been fully authorized by the City to execute this Contractor on its behalf and to legally bind the City to all the terms, performances and provisions of this Contractor.

34. Counterparts.

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

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first hereinabove written.

CITY OF LAKE STEVENS

CONTRACTOR

By: _____
John Spencer, Mayor

By: _____

Printed Name

Title

Approved as to Form:

Grant K. Weed, City Attorney

Acknowledgement of Waiver of Contractor’s Industrial Insurance Immunity:

City Signature

Contractor Signature



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Date: **Agenda** 12 April 2016

Subject: Grade Road Embankment – Environmental Documentation for State and Federal Permit

Contact	Mick Monken	Budget	\$24,641.00
Person/Department:	<u>Public Works</u>	Impact:	<u></u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute Supplemental Number 1 with Perteet Inc. to perform environmental site documentation necessary for the State Hydraulic Permit for the permanent repairs on Grade Road embankment in an amount of \$19,641.00 and authorize a \$5,000 management reserve.

SUMMARY/BACKGROUND: Last month the City received access to the property where the embankment stabilization work was needed to perform temporary and then permanent repairs. Temporary repairs to the embankment and the stream relocation were completed within a week. The next phase is the permanent repair which will require a State Hydraulic Permit. To obtain this permit, documentation of the temporary work and critical lands within the vicinity of the project are needed before a permit can be applied for. This contract is anticipated to provide this needed documentation.

Due to the emergency situation, Perteet was given a verbal approval to begin the work ASAP. This was necessary to expedite the process to avoid lost time. In addition to the environmental documentation, an additional amount of \$5,000 is being requested to cover any unknown conditions.

The documentation process is expected to be completed within 4 weeks.

BUDGET IMPACT: \$24,641.00 – A future budget adjustment will be presented to the Council in the next budget adjustment approval.

ATTACHMENTS:

- ▶ Exhibit A: Supplemental Number 1 with Scope of Services

EXHIBIT A

**SUPPLEMENTAL AGREEMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT
FOR THE
GRADE ROAD EMERGENCY EMBANKMENT REPAIR
ENVIRONMENTAL DOCUMENTATION AND PERMITTING**

This Supplemental Agreement No. 1 is made and entered into on the ____ day of _____, 2016, between the City of Lake Stevens, hereinafter called the "City" and Pertect Inc., hereinafter called the "Consultant."

This agreement is made pursuant to and in compliance with the Master Professional Services Agreement for On-Call Surveying Services dated 29th January 2016 and RCW 39.80 entitled "Contracts for Architectural and Engineering Services" following a Request for Qualifications awarded on 12 January 2016.

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for On-Call Engineering Services, hereinafter called the "Project," said Agreement being dated 29th January 2016; and

WHEREAS, both parties desire to supplement said Agreement, by expanding the Scope of Services to provide site environmental documentation to be used for local, state, and federal permitting and to amend the total amount payable for this Agreement,

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:

Each and every provision of the Original Agreement for Professional Services dated 29th January 2016, shall remain in full force and effect, except as modified in the following sections:

1. Article II of the Original Agreement, "SCOPE OF SERVICES", shall be supplemented to include the Scope of Services as described in **Exhibit A1**, attached hereto and by this reference made part of this Supplemental Agreement No. 1.

2. Article IV of the Original Agreement, "OBLIGATIONS OF THE CITY", Paragraph VI.1 Payments, Section (a), Provides that the Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$75,000.00 per calendar year without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount. The costs for this Supplemental Agreement No.1 are not to exceed \$29,240.00 as set forth in **Exhibit A1** attached.

The Total Amount payable to the Consultant is summarized as follows:

Original Agreement Authorized Amount not to exceed per year		\$75,000
Supplemental Agreement No.1	\$19,641.00	
Supplemental Agreement No.2	\$0.00	
Supplemental Agreement No.3	\$0.00	
Grand Total	\$19,641.00	

3. Article III, Section III.3 of the Original Agreement, Term is amended to add that the parties agree to extend the term of the agreement to terminate at midnight (no change).

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 1 as of the day and year first above written.

CITY OF LAKE STEVENS

PERTEET, INC.

By: _____
John Spencer, Mayor

By: _____

Printed Name & Title

ATTEST/AUTHENTICATED:

Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

EXHIBIT A 1 – Scope of Services



City of Lake Stevens On-Call Task Request

Date: April 5, 2016	City Staff Contact: Russ Wright
Task Name: Grade Road Emergency Bank Repair Environmental Documentation and Permitting	Interim Planning Director Phone: 425.212.3315
Consultant Project No.: 20110012.019	Email: rwright@lakestevenswa.gov
Consultant Contact Name: Jason Walker	
Consultant Phone: (425) 252-7700	
Consultant Email: jwalker@perteet.com	

<p>Scope of Task Request</p> <p>The City of Lake Stevens proposes to conduct emergency repairs along Grade Road where the road is being eroded (and undermined) by Catherine Creek. The City requests a wetland delineation, an Ordinary High Water Mark (OHWM) determination, and characterization of the stream and wetlands to be provided in a critical areas report. This report will be utilized for local, state, and federal permitting (as needed and as potentially required). Wetlands will be delineated to current federal methods and rated with both the most current update of the Ecology rating system methodology at the time of the field efforts as well as the 2004 system for comparison to current City Code. The stream OHWM will be determined pursuant to Ecology standards. A survey of the as-built conditions and wetland/OHWM conditions will also be provided by Perteet under this Task.</p> <p>TASK 1, Wetland and OHWM Delineation, Impact Assessment, Report, and Mitigation Concept Plan:</p> <p>Work Elements:</p> <ul style="list-style-type: none">• Perteet will review available resource information relating to wetlands and watercourses within (and in the vicinity of) the project site.• Once right-of-entry is obtained by the City, wetland delineation and watercourse delineation will be conducted at the area of parcel 29060500302200 east of Grade Road and along both sides of Catherine Creek, an area of approximately 1.5 acres (the project site).• Wetland boundaries will be staked, flagged, and numbered. The Catherine Creek OHWM will also be staked and/or flagged in sequenced pairs on both sides of the bankfull width.• Perteet ecological staff will attempt to schedule staking and flagging work concurrent with survey efforts (or will provide a coordination field visit when the survey crew is on the site) so that stakes and flags can be found accurately and efficiently by the survey crew and that other instream features (i.e. logs, rocks, any secondary channels, and gravel bars) can be pointed-out and mapped on the survey for further study and to aid in restoration design.• We will document delineations by characterizing vegetation, soils, and hydrology in upland and corresponding wetland test plots. Test plot information will be recorded on standard Corps of Engineers wetland delineation data forms.• The 100 year floodplain will not be determined or mapped by Perteet.• Perteet will prepare a Wetland and Watercourse Report. This report will be prepared to explain and document the delineated wetland and watercourse boundaries to accompany a map of delineated features (map information obtained and visually enhanced from the survey provided by others). The report will include a vicinity map, site map with wetland boundary delineations, delineation data forms, and wetland rating forms pursuant to the Ecology Western Washington Rating System. This report will summarize and describe:
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- 1) The site location and landscape setting;
 - 2) review of background resource information;
 - 3) any discrepancies identified in those data in comparison to recently observed field conditions;
 - 4) methods used for wetland delineation and watercourse OHWM determination;
 - 5) regulatory review and ratings of wetlands and watercourses and standard buffers per local code;
 - 6) wildlife observations, if any;
 - 7) observed characteristics of wetlands, watercourses, buffers, vegetation, and wildlife;
 - 8) hydrologic support considerations;
 - 9) description of anticipated emergency project actions;
 - 10) a description of probable and/or quantifiable impacts;
 - 11) a description of mitigation and restoration measures; and
 - 12) site photos.
- This report will include Restoration/Mitigation Drawings that will illustrate and indicate areas of known and probable impact pursuant to information provided by others (i.e. bank restoration engineering drawings provided by others). The restoration/mitigation plan may indicate large wood debris (LWD) placement or relocation, revegetation planting, and coordinated bio-stabilization planting of the bank repair with the geotechnical engineer. The restoration plan will be prepared in AutoCAD from a provided survey CAD base, and will include full-size plan sheets (ANSI D, 22x34 inches) with annotated plan view drawing, legends, details, and general notes. A cost estimate summary spreadsheet will also be prepared. Separate written construction specifications will not be prepared under this task, and are not assumed to be necessary.
 - After the emergency action is constructed, Perteet will assist the City to determine if permits with federal agencies are triggered (i.e. a Corps Permit and review by related federal services). Perteet will assist the City under a supplemental scope and fee if necessary to prepare any needed documents or to provide federal agency coordination once those issues are known.

Assumptions:

- The Client shall acquire any needed landowner permissions for Perteet to access the site.
- Up to 8 wetland test plots will be provided and up to 4 wetlands are assumed to be delineated with corresponding upland and wetland data locations. The exact quantity of probable wetlands is unknown at this time and will be verified during the field effort; however, we assume 3-4 wetland units will be determined from our initial site observation on March 11, 2016.
- Up to 4 wetlands will be rated with accompanying rating forms, utilizing both 2004 and 2014 rating methods.
- Impact assessments, impact quantifications, and restoration/mitigation drawings, will be prepared pursuant to the provided survey and the provided engineering drawings and information. The areas and types of mitigation will be discussed with the Client prior to preparing the drawings. A supplemental scope of work to this agreement will be provided if any additional mitigation design or documentation is required by the Client (or other parties) after the report and drawings are prepared.
- One day of fieldwork for a crew of 2 Perteet ecological staff is budgeted for the delineation and flagging efforts along with ½ day for one ecological staff member to conduct site coordination with the survey crew while the crew is surveying the stream, instream features, and wetland areas.
- The City will lead all coordination and permitting with the Washington Department of Fish and Wildlife (WDFW) and prepare and provide all related JARPA materials for their review.
- This phase does not include coordination with the Corps, Ecology, WDFW or other agencies other than the City for impact and mitigation planning or permitting. Perteet can assist with (or lead) those efforts, and if these efforts or additional analysis, reports, documentation, or permits are needed, or if additional efforts are necessary for completion of a Biological Assessment, or other



reports, plans, or mitigation design beyond this scope, such work can be provided but will be considered as an additional service beyond this scope of work and will necessitate a supplemental scope and fee.

- Up to 2 meetings are budgeted for this task for the Perteet Environmental Manager to collaborate on the approach and design effort with team members (as directed by the City). Perteet ecological and survey staff associated with this scope will be available by phone and email correspondence related to all scoped efforts described herein.

Deliverables:

- Correspondence via email.
- Rough survey sketch map of the delineated project site for Client coordination to the survey team (sent to Client via email).
- Wetland and Watercourse Report (as described herein). Draft and final submitted to the City via email.
- Restoration/Mitigation Drawings (as described herein). Draft and final submitted to the City via email.
- For scheduling, delineation field work and staking/flagging can be complete within approximately 2 weeks of notice to proceed, or perhaps sooner. Report efforts and restoration/mitigation design will follow and will be prioritized to best meet the City's needs, as we understand this is an emergency effort.

TASK 2, Survey:

Work Elements:

- Perteet will field a two-person survey crew to perform the following tasks in one ten-hour day inclusive of field preparation and travel time.

Assumptions:

- Locate base of embankment
- Locate edge of rock emplacement
- Locate Ordinary High Water Mark (OHWM)
- Locate wetland boundaries per Perteet environmental personnel
- Locate other features as directed by environmental personnel

Deliverables:

- Perteet will assign a CAD drafting technician to merge the above features with the existing CAD basemap prepared by others for use in preparing Perteet restoration/mitigation drawings.

***Budget Estimate: \$19,641**

*See Attached Consultant Fee Summary.

Notice to proceed must be provided in writing by the City.



Project Lake Stevens On-Call Grade Road Emergency Bank Repair Environmental Documentation Contract Start Date 4/1/2016 Last Update date 4/4/2016
 Client City of Lake Stevens Contract End Date 10/31/2016 Perteet Project No. 20110012.019
 PM Jason Walker Contract Duration: 6 Months

Task	Billing Rate	Lead Technician/Designer	Planner II	Lead Ecol/Mgr	Professional Land Survey I	Office Technician	Field Technician II	Sr. Associate	Accountant	Engineer II	Total Hours	Labor Dollars
		\$38.25	\$34.50	\$45.00	\$30.50	\$31.50	\$32.00	\$58.00	\$31.50	\$29.50		
Project Management & Expenses								3.00	1.00		4.00	206.00
Total Project Management & Expenses								3.00	1.00		4.00	206.00
Delination, Flagging, Data, Ratings, Survey Coordination				16.00				8.00			24.00	1,184.00
Total Delination, Flagging, Data, Ratings, Survey Coordination				16.00				8.00			24.00	1,184.00
Wetland and Watercourse Report			6.00	24.00				12.00			42.00	1,983.00
Total Wetland and Watercourse Report			6.00	24.00				12.00			42.00	1,983.00
Mitigation Drawing and Cost Estimate	2.00	24.00						16.00		4.00	46.00	1,951.00
Total Mitigation Drawing and Cost Estimate	2.00	24.00						16.00		4.00	46.00	1,951.00
Survey & Mapping				10.00	10.00	10.00					30.00	940.00
Total Survey & Mapping				10.00	10.00	10.00					30.00	940.00
Total Hours		2.00	30.00	40.00	10.00	10.00	10.00	39.00	1.00	4.00	146.00	
Total Dollars		\$76.00	\$1,035.00	\$1,800.00	\$305.00	\$315.00	\$320.00	\$2,262.00	\$32.00	\$118.00		\$6,264.00

Expenses:	
Mileage - \$.54	27
Totals:	27

SUMMARY		
Direct Salary Cost		6,264.00
Overhead Cost	183.13 %	11,471.00
Fee 30%		1,879.00
Labor		19,614.00
Expenses		27.00
Subconsultants		
CONTRACT TOTAL		19,641.00



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