



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

Wednesday, August 7, 2019 – 7:00 p.m.

NOTE: WORKSHOP ON VOUCHERS AT 6:45 P.M.

CALL TO ORDER	7:00 p.m.	Mayor
PLEDGE OF ALLEGIANCE		Mayor
ROLL CALL		
APPROVAL OF AGENDA		Council President
CITIZEN COMMENTS		
COUNCIL BUSINESS		Council President
MAYOR'S BUSINESS		
CITY DEPARTMENT REPORT	Update	
CONSENT AGENDA	<p>*A 2019 Vouchers *B City Council Regular Meeting Minutes of July 9, 2019 *C City Council Special Meeting Minutes of July 16, 2019 *D Appointment of Veterans Commission Members *E Appointment of Arts Commission Members</p>	Barb Kathy
		Kathy
		Mayor
		Mayor
		Grace/Eric
PUBLIC HEARING:		
ACTION ITEMS:	<p>*F South Lake Stevens Road Bid Award *G Purchase of Wetland Mitigation Credits re South Lake Stevens Road *H Public Works Contract with HDR, Inc. re Business Access Transit Lane</p>	Aaron
		Aaron
		Grace/Eric

Lake Stevens City Council Regular Meeting Agenda

August 7, 2019

*I	Resolution 2019-13 re Surplus of Real Property at Village Way Access	Grace/Eric
*J	Ordinance 1064 re Interim Sign Regulations	Russ

DISCUSSION ITEMS:

EXECUTIVE 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 Human Resources, City of Lake Stevens ADA Coordinator, (425) 622-9400, 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.

BLANKET VOUCHER APPROVAL
2019

Payroll Direct Deposits	07/10/2019 & 07/25/2019	\$464,372.87
Payroll Checks	48213-48214, 48294	\$4,413.93
Electronic Funds Transfers	ACH	\$1,028,579.92
Claims	48215-48293, 48295-48391	\$593,904.98
Void Checks	46885, 46928, 47088, 47896, 47909	(\$922.21)
Total Vouchers Approved:		\$2,090,349.49

This 7th day of August 2019

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



August 7th, 2019

City Expenditures by Type on this voucher packet

Personnel Costs	\$	468,787	22%
Payroll Federal Taxes	\$	172,183	8%
Excise Tax	\$	43	0%
Quarterly L&I	\$	37,915	2%
Retirement Benefits - Employer	\$	110,147	5%
Medical Benefits - Employer	\$	138,417	7%
Other Employer paid Benefits	\$	8,107	0%
Employee paid benefits - By Payroll	\$	27,711	1%
Supplies	\$	59,218	3%
Professional Services *	\$	405,955	19%
Capital **	\$	662,788	32%
Void Check	\$	(922)	0.0%
Total	\$	2,090,349	100%

Large Purchases

*Jail Services May 2019 - \$24,580

Dispatch Services - \$28,214

Senior Center Funding Agreement - \$20,000

24th Street SE Extension Consulting - \$28,391

** Butler Property Purchase - \$510,888 (Commerce Grant Funded)



Total for Period

\$1,622,484.90

Checks to be approved for period 07/03/2019 - 07/31/2019

Vendor: Ace Hardware
Check Number: 48295

Invoice No	Check Date	Account Number	Account Name	Description	Amount
63131	7/30/2019	001 010 576 80 31 00	PK-Operating Costs	Rotor Sprinkler Popups/Tees	\$75.11
63141	7/30/2019	001 010 576 80 31 00	PK-Operating Costs	Sprinkler/Elbow PVC/Pipe Water Funny	\$60.35
63169	7/30/2019	001 010 576 80 31 00	PK-Operating Costs	Paint Roller Cover/Handles/Gloves	\$43.77
63172	7/30/2019	101 016 544 90 31 02	ST-Operating Cost	Open Reel/Marine Grease/Tiedowns	\$91.51
63180	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	Marking Paint	\$23.05
63184	7/30/2019	101 016 544 90 31 02	ST-Operating Cost	House Keys	\$19.00
63202	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	Plastic Film	\$28.33
63205	7/30/2019	001 013 518 20 48 00	GG-Repair & Maintenance	Wire Brush/Spraypaint/Sandpaper	\$55.71
63213	7/30/2019	001 013 518 20 48 00	GG-Repair & Maintenance	Flex Drain Pipe	\$2.61
63291	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	Credit Plastic Film	(\$28.33)
63294	7/30/2019	001 010 576 80 31 00	PK-Operating Costs	Sign Video Surveillance/Sign Keep Out	\$39.13
63298	7/30/2019	001 010 576 80 31 00	PK-Operating Costs	Grass Back Park Bench	\$98.09
63299	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	Tape	\$21.78
63346	7/30/2019	001 010 576 80 31 00	PK-Operating Costs	Peak Bug Wash	\$1.74
63346	7/30/2019	101 016 544 90 31 02	ST-Operating Cost	Peak Bug Wash	\$1.74
63346	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	Peak Bug Wash	\$1.74
63356	7/30/2019	001 013 518 20 48 00	GG-Repair & Maintenance	Goof Off Spray/Stripping Pad/Step Ladder	\$71.69
63394	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	Ferrul Stops/Cables	\$36.69
63399	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	PVC Couplings	\$11.41
63405	7/30/2019	309 016 595 61 63 01	Sidewalk Construction	Muriatic Acid/Sprayer/Gloves	\$206.97
63407	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	Tarp	\$54.48
63408	7/30/2019	001 010 576 80 31 00	PK-Operating Costs	Lawn Faucet/Seal Tape	\$14.58
63409	7/30/2019	001 010 576 80 31 00	PK-Operating Costs	Faucet	\$10.89
63415	7/30/2019	001 008 521 50 48 00	LE-Facility Repair & Maint	Faucet/Hose Bibb Lock	\$37.04
63419	7/30/2019	001 013 518 20 48 00	GG-Repair & Maintenance	Pipe Thread/Thread Seal Tape/Sillcock	\$80.15
63449	7/30/2019	001 010 576 80 31 00	PK-Operating Costs	PVC Nipples/Bushings/Thread Seal Tape	\$8.99
63456	7/30/2019	001 010 576 80 31 00	PK-Operating Costs	Varnish/Minwax Poly Spray/Sandbelt/Sandpaper	\$168.32
					\$1,236.54

Vendor: Ace Hardware
Check Number: 48296

Invoice No	Check Date	Account Number	Account Name	Description	Amount
63458	7/30/2019	001 008 521 50 30 02	LE-Fleet Minor Equipment	RTV Silicone Glue	\$6.53
63476	7/30/2019	001 010 576 80 31 06	PK - Lake Safety	Pier Bracket	\$13.07
63498	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	Fasteners	\$50.13
63499	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	Poly Film/Duct Tape	\$51.30
63505	7/30/2019	001 010 576 80 31 00	PK-Operating Costs	Concrete Anchoring Epoxy/Caulkgun	\$43.58
63519	7/30/2019	001 010 576 80 48 00	PK-Repair & Maintenance	Conduit/PVC Elbow/Coupling/Level Torpedo	\$47.81
63521	7/30/2019	001 010 576 80 48 00	PK-Repair & Maintenance	Conduit/PVC Elbow/PVC Couple	\$75.14
63522	7/30/2019	101 016 542 30 48 00	ST-Repair & Maintenance	Treated 4x4	\$17.42
63524	7/30/2019	305 010 594 76 60 00	North Cove Park Cap-Local	Rod Thread/Fasteners/Batteries - North Cove Park	\$52.23

63528	7/30/2019	101 016 542 30 48 00	ST-Repair & Maintenance	Qwik Fix Coupling/PVC Elbow	\$17.94
63531	7/30/2019	309 016 595 61 63 01	Sidewalk Construction	Cutoff Wheel/Carpenter Pencil/Blade	\$35.50
63532	7/30/2019	410 016 531 10 48 00	SW-Repairs & Maintenance	Lightbulb	\$15.13
63533	7/30/2019	001 013 518 20 48 00	GG-Repair & Maintenance	Map/Pro Torch Kit	\$152.58
63534	7/30/2019	001 010 576 80 31 00	PK-Operating Costs	Turf Builder	\$21.79
63537	7/30/2019	001 013 518 20 48 00	GG-Repair & Maintenance	Socketset/Lightbulbs/Impact Drill	\$108.06
63540	7/30/2019	001 008 521 50 48 00	LE-Facility Repair & Maint	LED Lightbulb	\$7.80
63554	7/30/2019	001 008 521 50 48 00	LE-Facility Repair & Maint	Kneepads/Valve/Groove Lock	\$78.45
63577	7/30/2019	001 010 576 80 31 00	PK-Operating Costs	Tape/Splice Therm/Kit	\$33.71
63581	7/30/2019	001 007 558 50 31 02	PL-Permit Related Op. Costs	Melatex Shelf - Plan Review	\$13.07
63589	7/30/2019	001 008 521 20 31 02	LE-Minor Equipment	Fasteners	\$1.61
63592	7/30/2019	001 010 576 80 31 00	PK-Operating Costs	Mowing Head Fix Cut/Gearbox Grease	\$73.00
63602	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	Knife Brush	\$196.16
63611	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	Screwdriver/Wire Grind/Ground Bar Kit	\$47.91
63622	7/30/2019	001 008 521 20 31 01	LE-Fixed Minor Equipment	Moisture Absorber/Bungee Cord/Tarps for Evidence Room	\$90.42
63710	7/30/2019	001 008 521 20 31 02	LE-Minor Equipment	Steel Bond Epoxy	\$8.71
					\$1,259.05

Vendor: AFLAC

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
071019	7/11/2019	001 000 284 00 00 00	Payroll Liability Other	Employee paid Insurance Prem	\$1,446.60

\$1,446.60

Vendor: Alliance 2020 Inc

Check Number: 48225

Invoice No	Check Date	Account Number	Account Name	Description	Amount
570321	7/19/2019	001 008 521 20 41 00	LE-Professional Services	Background Check New Hire	\$40.00

\$40.00

Vendor: Amazon Capital Services

Check Number: 48297

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1134-PWCD-YNCQ	7/30/2019	001 008 521 20 31 01	LE-Fixed Minor Equipment	Wire Surveillance Earpiece	\$228.90
11VT-3NR1-N1G9	7/30/2019	001 008 521 20 31 02	LE-Minor Equipment	Sunscreen Lotion Packets/Dispenser Box	\$115.44
199W-Y3T4-VGR7	7/30/2019	001 008 521 20 31 00	LE-Office Supplies	Butcher Paper Roll	\$20.67
1GYX-WCGN-7PGM	7/30/2019	001 008 521 20 31 02	LE-Minor Equipment	Nitrile Gloves	\$62.96
1K93-LLY-6XGG	7/30/2019	001 008 521 20 31 02	LE-Minor Equipment	Ethernet Ports/Internal Hard Drives	\$952.65
1NHF-VG36-1R41	7/30/2019	001 008 521 20 31 02	LE-Minor Equipment	Antenna for Motorola	\$38.14
1QLG-9PDG-QCLX	7/30/2019	001 008 521 20 31 02	LE-Minor Equipment	Trama Kits/Vent Chest Seal/Tourniquets/Clotting Gauze	\$2,473.38
1VGH-NF1G-7R6P	7/30/2019	001 008 521 20 31 02	LE-Minor Equipment	Internal Hard Drives	\$706.00
1XG6-6HM6-HYJK	7/30/2019	001 008 521 20 31 02	LE-Minor Equipment	Tactical Waterproof Boots - Beazizo	\$152.55
1YK3-JWHT-WP31	7/30/2019	001 008 521 30 31 00	LE-Community Outreach Supplies	White Plastic Retail Bags/Craft Sticks	\$29.06

\$4,779.75

Vendor: Amazon Capital Services

Check Number: 48298

Invoice No	Check Date	Account Number	Account Name	Description	Amount
17L7-3WC9-J61V	7/30/2019	001 007 571 00 30 00	PL-Park & Recreation	Hook/Loop Adhesive Backing Fastener Tape	\$233.10
199K-7YXD-F4HV	7/30/2019	001 007 558 50 31 00	PL-Office Supplies	Toilet Spray	\$32.65
1F9X-JYYQ-MJNV	7/30/2019	410 016 531 10 31 01	SW-Office Supplies	Binding Machine	\$54.48
1F9X-JYYQ-RHXY	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	Cooling Towel for Instant Cooling Relief	\$150.95
1GXO-Q7WX-6193	7/30/2019	001 007 571 00 30 00	PL-Park & Recreation	Plastic Maracas/Ribbon Set/Rhythm Band - Festivals	\$404.71

\$875.89

Vendor: Amec Foster Wheeler Environmental Inc

Check Number: 48226

Invoice No	Check Date	Account Number	Account Name	Description	Amount
S51701408	7/19/2019	305 010 594 76 60 00	North Cove Park Cap-Local	North Cove Archaeological Monitoring Services	\$2,714.50
S51701409	7/19/2019	101 016 542 30 41 02	ST-Professional Service	PW Yard Cultural Resources Survey/Monitoring	\$294.75
S51701409	7/19/2019	410 016 531 10 41 01	SW-Professional Services	PW Yard Cultural Resources Survey/Monitoring	\$294.75
					\$3,304.00

Vendor: American Abatement and Demo LLC

Check Number: 48215

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1698	7/11/2019	302 010 594 76 61 01	PM - North Cove Capital	Asbestos Removal Williams Property Structure 1	\$817.50
1699	7/11/2019	302 010 594 76 61 01	PM - North Cove Capital	Asbestos Removal Williams Property Structure 2	\$5,333.37
1700	7/11/2019	302 010 594 76 61 01	PM - North Cove Capital	Asbestos Removal Williams Property Structure 3	\$2,009.74
					\$8,160.61

Vendor: American Abatement and Demo LLC

Check Number: 48299

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1699B	7/30/2019	302 010 594 76 61 01	PM - North Cove Capital	Asbestos Removal Williams Property Structures 1/2/3	\$8,160.61
					\$8,160.61

Vendor: Andrews

Check Number: 48227

Invoice No	Check Date	Account Number	Account Name	Description	Amount
051619 ANDREWS	7/19/2019	003 007 558 50 41 00	Developer Reimbursement	LUA2018-0137 Developer Refund	\$431.21
					\$431.21

Vendor: Assoc of Washington Cities EFT

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
071019	7/11/2019	001 000 283 00 00 00	Payroll Liability Medical	Medical Insurance Premium	\$135,457.54
071019	7/11/2019	001 008 521 20 20 00	LE-Benefits	Medical Insurance Premium-Heineman	\$1,273.83
071019	7/11/2019	001 010 576 80 20 00	PK-Benefits	Medical Insurance Premium-Peterson	\$506.18
071019	7/11/2019	001 013 518 30 20 00	GG-Benefits	Medical Insurance Premium	\$504.99
071019	7/11/2019	101 016 542 30 20 00	ST-Benefits	Medical Insurance Premium-Peterson	\$506.18
071019	7/11/2019	410 016 531 10 20 00	SW-Benefits	Medical Insurance Premium-Peterson	\$506.18
071019T	7/11/2019	001 000 283 00 00 00	Payroll Liability Medical	Medical Insurance Premium-Peterson	\$2,959.94
071019T	7/11/2019	001 010 576 80 20 00	PK-Benefits	Medical Insurance Premium-Peterson	(\$38.86)
071019T	7/11/2019	001 013 518 30 20 00	GG-Benefits	Medical Insurance Premium-Peterson	(\$38.96)
071019T	7/11/2019	101 016 542 30 20 00	ST-Benefits	Medical Insurance Premium-Peterson	(\$38.86)
071019T	7/11/2019	410 016 531 10 20 00	SW-Benefits	Medical Insurance Premium-Peterson	(\$38.86)
					\$141,559.30

Vendor: Barrett

Check Number: 48228

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1827	7/19/2019	410 016 531 10 41 03	SW-Street Cleaning	Street Sweepings Disposal	\$975.00
1847	7/19/2019	302 010 594 76 61 01	PM - North Cove Capital	Dump Truck North Cove - Williams Property	\$3,750.00
					\$4,725.00

Vendor: Belson Outdoors LLC

Check Number: 48300

Invoice No	Check Date	Account Number	Account Name	Description	Amount
176269	7/30/2019	305 010 594 76 60 00	North Cove Park Cap-Local	Steel Receptacle with Covered Top & Liner - North Cove	\$803.84
					\$803.84

Vendor: Bridgestone Americas Inc

Check Number: 48301

Invoice No	Check Date	Account Number	Account Name	Description	Amount
801-48358	7/30/2019	410 016 531 10 48 00	SW-Repairs & Maintenance	Vehicle Service Repair PW31	\$650.42
					\$650.42

Vendor: Business Card

Check Number: 48229

Invoice No	Check Date	Account Number	Account Name	Description	Amount
BARNES 0719	7/19/2019	001 008 521 20 31 02	LE-Minor Equipment	LED Rechargeable Batteries	\$10.90
BARNES 0719	7/19/2019	001 008 521 20 31 02	LE-Minor Equipment	LED Rechargeable Batteries	\$10.90
BARNES 0719	7/19/2019	001 008 521 20 43 01	LE-Business Meetings	Meal for Explorers	\$75.35
BARNES 0719	7/19/2019	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Spotlight Switches	\$30.62
BEAZIZO 0719	7/19/2019	001 008 521 20 41 01	LE-Professional Serv-Fixed	Thumbnails/Cameraid	\$9.99
BEAZIZO 0719	7/19/2019	001 008 521 20 43 01	LE-Business Meetings	Parking Emergency Mgmt Meeting SnoCo	\$7.00
BEAZIZO 0719	7/19/2019	001 008 521 20 43 01	LE-Business Meetings	Parking WSP Graduation - Warbis	\$6.00
BRAZEL 0719	7/19/2019	001 002 513 11 43 00	AD-Travel & Meetings	Parking Mtg with SnoCo Executive Somers	\$4.00
BROOKS 0719	7/19/2019	001 008 521 20 31 02	LE-Minor Equipment	Mens Tactical Shoes	\$157.51
BROOKS 0719	7/19/2019	001 008 521 40 49 04	LE-Finance Charges	Brooks CC Finance Charge	\$1.19
BROOKS 0719	7/19/2019	001 008 521 50 30 02	LE-Fleet Minor Equipment	Vehicle Wax and Cloths	\$26.14
DURPOS 0719	7/19/2019	101 016 542 30 45 00	ST-Rentals-Leases	Double Drum Roller Rental/Trailer Rental	\$326.40
DURPOS 0719	7/19/2019	302 010 594 76 61 01	PM - North Cove Capital	Demo Permit PS Clean Air - Williams Property	\$105.00
DURPOS 0719	7/19/2019	309 016 595 61 63 01	Sidewalk Construction	Concrete	\$1,120.88
DURPOS 0719	7/19/2019	309 016 595 61 63 01	Sidewalk Construction	Concrete	\$2,574.50
DURPOS 0719	7/19/2019	410 016 531 10 31 02	SW-Operating Costs	Double Door Trap with Wire Mesh	\$350.90
DURPOS 0719	7/19/2019	410 016 531 10 49 01	SW-Staff Development	Evergreen Safety Council Flagger Certification	\$85.00
DURPOS 0719	7/19/2019	410 016 531 10 49 01	SW-Staff Development	Evergreen Safety Council Flagger Certification - Thomsen	\$85.00
DYER 0719	7/19/2019	001 008 521 20 43 01	LE-Business Meetings	Admin Assistant Interview Lunch	\$55.41
ESHLEMAN 0719	7/19/2019	410 016 531 10 32 00	SW-Fuel	Ethanol Fuel	\$96.44
ESHLEMAN 0719	7/19/2019	410 016 531 10 32 00	SW-Fuel	Ethanol Fuel	\$135.00
ESHLEMAN 0719	7/19/2019	410 016 531 10 32 00	SW-Fuel	Ethanol Fuel	\$384.60
ESHLEMAN 0719	7/19/2019	410 016 531 10 32 00	SW-Fuel	Ethanol Fuel Credit	(\$11.66)
GOOD 0719	7/19/2019	001 001 511 60 49 01	Legislative - Prof. Developmen	July SCC Membership Meeting - Daughtry	\$45.00
GOOD 0719	7/19/2019	001 007 558 50 41 03	PL-Advertising	Job Posting Associate Planner	\$100.00
MINER 0719	7/19/2019	001 008 521 20 31 01	LE-Fixed Minor Equipment	Force Response Gear	\$369.91
SMITH 0719	7/19/2019	001 005 518 10 49 01	HR-Staff Development	Bus Mgmt - Communications Briefings Registration	\$97.00
STEVENS B 0719	7/19/2019	001 004 514 23 49 01	FI-Staff Development	Registration WFOA Conference - Roundy	\$600.00
STEVENS B 0719	7/19/2019	001 013 518 20 31 00	GG-Operating Costs	Good-to-Go Replenishment	\$100.00
STEVENS T 0619	7/19/2019	001 006 518 80 43 00	IT-Travel & Meetings	Uber Credit Laserfiche Conference - T Stevens	(\$10.00)
STEVENS T 0719	7/19/2019	001 006 518 80 49 00	IT-Miscellaneous	ACCIS Membership - T Stevens	\$75.00
UBERT 0719	7/19/2019	001 008 521 20 41 01	LE-Professional Serv-Fixed	LexisNexis May 2019	\$54.50
UBERT 0719	7/19/2019	001 008 521 20 43 00	LE-Travel & Per Diem	Flights - Crimes Against Children Conference - Parnell	\$159.30
UBERT 0719	7/19/2019	001 008 521 20 43 00	LE-Travel & Per Diem	Flights - Crimes Against Children Conference - Parnell	\$375.30
UBERT 0719	7/19/2019	001 008 521 20 43 00	LE-Travel & Per Diem	Hotel - GST LE Level 1 Inst Renton - Holland	\$530.65
UBERT 0719	7/19/2019	001 008 521 20 43 00	LE-Travel & Per Diem	Travel - Crimes Against Children Conference - Parnell	\$4.71
UBERT 0719	7/19/2019	001 008 521 40 49 01	LE-Registration Fees	Registration 2020 Laserfiche Conference - Anderson	\$895.00
UBERT 0719	7/19/2019	001 008 521 40 49 01	LE-Registration Fees	Registration Marine Law Enforcement Conference - Beazizo	\$980.00
WRIGHT 0719	7/19/2019	001 007 558 50 41 03	PL-Advertising	Survey Monkey Monthly Plan	\$40.34
WRIGHT 0719	7/19/2019	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailers - Toll Estates/Ped Dental	\$87.73
WRIGHT 0719	7/19/2019	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailers Costco Public Meeting Notice	\$31.60
WRIGHT 0719	7/19/2019	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailers Lewensdowski Deck	\$13.52

WRIGHT 0719	7/19/2019	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailers LUA2018-0150	\$7.08
WRIGHT 0719	7/19/2019	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailers LUA2019-0090 NOA PM	\$24.62
WRIGHT 0719	7/19/2019	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailers Notice of Public Meeting	\$31.60
WRIGHT 0719	7/19/2019	001 007 558 50 43 00	PL-Travel & Mtgs	Meal - Trail Proposal Interviews	\$63.85
WRIGHT 0719	7/19/2019	001 007 571 00 30 00	PL-Park & Recreation	Skirting for Stage	\$403.92
					\$10,716.80

Vendor: Cadman Inc

Check Number: 48302

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1680829	7/30/2019	302 010 594 76 61 01	PM - North Cove Capital	Flat Top Bin Blocks - Williams Property	\$535.57
5615027	7/30/2019	410 016 531 10 41 03	SW-Street Cleaning	Street Sweeping Disposal	\$4,968.26
5615410	7/30/2019	305 016 595 30 60 02	Main Street Project - Local	Asphalt for Main Street Project	\$420.48
					\$5,924.31

Vendor: Canon Financial Services Inc

Check Number: 48303

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20327285	7/30/2019	001 013 518 20 48 00	GG-Repair & Maintenance	Copier Maintenance CH	\$285.26
20328199	7/30/2019	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Maintenance PW	\$17.08
20328199	7/30/2019	410 016 531 10 48 00	SW-Repairs & Maintenance	Copier Maintenance PW	\$17.08
					\$319.42

Vendor: Carlson

Check Number: 48230

Invoice No	Check Date	Account Number	Account Name	Description	Amount
070319 ALLPHASE	7/19/2019	001 010 576 80 41 01	PK -Professional Tree Srv	Tree Removal - 1830 72nd Ave SE	\$5,445.00
					\$5,445.00

Vendor: Cascade Collision Center Inc

Check Number: 48231

Invoice No	Check Date	Account Number	Account Name	Description	Amount
4503	7/19/2019	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Repair Services on 2017 Dodge Charger	\$1,068.19
					\$1,068.19

Vendor: Cascade Collision Center Inc

Check Number: 48304

Invoice No	Check Date	Account Number	Account Name	Description	Amount
4508	7/30/2019	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Repair Services 2019 Ford Explorer A-19-84	\$3,729.14
					\$3,729.14

Vendor: Central Welding Supply

Check Number: 48305

Invoice No	Check Date	Account Number	Account Name	Description	Amount
RN06191011	7/30/2019	101 016 544 90 31 02	ST-Operating Cost	Argon Gas	\$9.03
RN06191011	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	Argon Gas	\$9.03
					\$18.06

Vendor: Chicago Title

Check Number: 48306

Invoice No	Check Date	Account Number	Account Name	Description	Amount
500078971-1	7/30/2019	302 010 594 76 60 00	PM - Park Acquisition	Williams Property Recording & Owners Policy	\$3,661.19
					\$3,661.19

Vendor: Chicago Title - EFT

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
070219	7/3/2019	302 010 594 76 60 00	PM - Park Acquisition	Heinzen - Powerline Trail	\$13,758.17
500077677	7/19/2019	305 013 594 57 60 00	Butler Property Purchase-Grant	Butler Property Purchase	\$510,887.44
					\$524,645.61

Vendor: Chilwon Corporation

Check Number: 48307

Invoice No	Check Date	Account Number	Account Name	Description	Amount
LSPD008	7/30/2019	001 008 521 20 41 01	LE-Professional Serv-Fixed	Uniform Cleaning - PD	\$285.81
					\$285.81

Vendor: City of Arlington

Check Number: 48308

Invoice No	Check Date	Account Number	Account Name	Description	Amount
062819ARLINGTON	7/30/2019	001 008 521 40 49 01	LE-Registration Fees	Registration Emergency Vehicle Operation Course 2nd Qtr	\$289.20
					\$289.20

Vendor: City of Everett

Check Number: 48232

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I19002167	7/19/2019	410 016 531 10 41 01	SW-Professional Services	Fecal Coliform Analysis	\$120.00
					\$120.00

Vendor: City of Marysville

Check Number: 48309

Invoice No	Check Date	Account Number	Account Name	Description	Amount
LKS19-11	7/30/2019	001 008 523 60 41 00	LE-Jail	Marysville Court Citations June 2019	\$13,019.70
POLIN 19-0046	7/30/2019	001 008 523 60 41 00	LE-Jail	Prisoner Housing Marysville April 2019	\$10,670.29
POLIN 19-0049	7/30/2019	001 008 523 60 41 00	LE-Jail	Prisoner Housing SCORE May 2019	\$2,480.00
POLIN 19-0055	7/30/2019	001 008 523 60 41 00	LE-Jail	Prisoner Housing Marysville May 2019	\$9,456.76
POLIN 19-0057	7/30/2019	001 008 523 60 41 00	LE-Jail	Prisoner Medical May 2019	\$100.00
POLIN 19-0059	7/30/2019	001 008 523 60 41 00	LE-Jail	Prisoner Medical June 2019	\$50.00
POLIN 19-0064	7/30/2019	001 008 523 60 41 00	LE-Jail	Prisoner Medical SCSO April 2019	\$1.83
POLIN 19-0066	7/30/2019	001 008 523 60 41 00	LE-Jail	Prisoner Medical SCSO May 2019	\$2.05
POLIN 19-0068	7/30/2019	001 008 523 60 41 00	LE-Jail	Prisoner Housing Yakima June 2019	\$413.72
POLIN 19-0070	7/30/2019	001 008 523 60 41 00	LE-Jail	Prisoner Medical SCORE April 2019	\$564.30
POLIN 19-0073	7/30/2019	001 008 523 60 41 00	LE-Jail	Prisoner Housing SCORE June 2019	\$1,157.53
POLIN 19-0074	7/30/2019	001 008 523 60 41 00	LE-Jail	Prisoner Housing Marysville June 2019	\$7,298.80
					\$45,214.98

Vendor: Code Publishing Co Inc

Check Number: 48310

Invoice No	Check Date	Account Number	Account Name	Description	Amount
64057	7/30/2019	001 003 514 20 41 00	CC-Professional Services	Muni Code Update Ordinances 1057/1058	\$168.30
64184	7/30/2019	001 003 514 20 41 00	CC-Professional Services	Muni Code Update Ordinance 1060	\$560.70
					\$729.00

Vendor: Columbia Ridge Landfill

Check Number: 48233

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0050283-2588-3	7/19/2019	302 010 594 76 61 01	PM - North Cove Capital	Debris Removal - Williams Property	\$1,495.00
					\$1,495.00

Vendor: Columbia Ridge Landfill

Check Number: 48311

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0050381-2588-5	7/30/2019	302 010 594 76 61 01	PM - North Cove Capital	Debris Removal - Williams Property	\$13,455.00
					\$13,455.00

Vendor: Comcast

Check Number: 48234

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0619 COMCAST	7/19/2019	001 008 521 20 42 00	LE-Communication	Internet Services - Market Place	\$106.19
0619 COMCAST	7/19/2019	001 008 521 20 42 00	LE-Communication	Internet Services - N Lakeshore Dr	\$86.19
0619 COMCAST	7/19/2019	001 010 576 80 42 00	PK-Communication	Internet Services - Parks/Rec Office	\$136.19
0619 COMCAST	7/19/2019	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Signal Control	\$153.37
					\$481.94

Vendor: Comdata Inc

Check Number: 48235

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20315460	7/19/2019	001 008 521 20 32 00	LE-Fuel	PD Fuel - June 2019	\$229.61
					\$229.61

Vendor: Cory De Jong and Sons Inc

Check Number: 48236

Invoice No	Check Date	Account Number	Account Name	Description	Amount
T299986	7/19/2019	001 010 576 80 31 00	PK-Operating Costs	Soil	\$51.78
T301619	7/19/2019	001 010 576 80 31 00	PK-Operating Costs	Soil	\$51.78
T301620	7/19/2019	001 010 576 80 31 00	PK-Operating Costs	Soil	\$51.78
T301621	7/19/2019	001 010 576 80 31 00	PK-Operating Costs	Soil	\$51.78
T301685	7/19/2019	001 010 576 80 31 00	PK-Operating Costs	Soil	\$77.66
T301689	7/19/2019	001 010 576 80 31 00	PK-Operating Costs	Soil	\$51.78
T301693	7/19/2019	001 010 576 80 31 00	PK-Operating Costs	Soil	\$25.89
T301695	7/19/2019	001 010 576 80 31 00	PK-Operating Costs	Soil	\$25.89
					\$388.34

Vendor: Crystal Springs

Check Number: 48237

Invoice No	Check Date	Account Number	Account Name	Description	Amount
5249844 070119	7/19/2019	001 007 558 50 31 01	PL-Operating Costs	Bottled Water - City Hall/City Shop	\$86.50
5249844 070119	7/19/2019	001 007 559 30 31 01	PB-Operating Cost	Bottled Water - City Hall/City Shop	\$60.31
5249844 070119	7/19/2019	001 013 518 20 31 00	GG-Operating Costs	Bottled Water - City Hall/City Shop	\$60.31
5249844 070119	7/19/2019	101 016 544 90 31 02	ST-Operating Cost	Bottled Water - City Hall/City Shop	\$183.74
5249844 070119	7/19/2019	410 016 531 10 31 02	SW-Operating Costs	Bottled Water - City Hall/City Shop	\$183.75
					\$574.61

Vendor: Daily Journal of Commerce Inc

Check Number: 48312

Invoice No	Check Date	Account Number	Account Name	Description	Amount
3349961	7/30/2019	301 016 595 61 64 02	TIZ3 - S. Lake Stevens Rd	Advertisment S Lake Stevens Multi Use Path	\$382.20
					\$382.20

Vendor: Dataquest LLC

Check Number: 48238

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9278	7/19/2019	001 007 558 50 41 00	PL-Professional Servic	Background Checks - New Employees	\$33.50
9278	7/19/2019	001 007 559 30 41 00	PB-Professional Srv	Background Checks - New Employees	\$54.00
9278	7/19/2019	001 010 576 80 41 00	PK-Professional Services	Background Checks - New Employees	\$12.84

9278	7/19/2019	101 016 542 30 41 02	ST-Professional Service	Background Checks - New Employees	\$12.82
9278	7/19/2019	410 016 531 10 41 01	SW-Professional Services	Background Checks - New Employees	\$12.84
					\$126.00

Vendor: Dept Graphics

Check Number: 48313

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9987	7/30/2019	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Graphics Removal Dodge Charger Unit 85	\$329.40
E964	7/30/2019	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Graphics Installed Ford SUV	\$549.00
					\$878.40

Vendor: Dept of Labor and Industries

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
Q2 2019 WCI	7/30/2019	001 000 281 00 00 00	Payroll Liability Taxes	Q2 2019 Workers Compensation Insurance	\$37,915.24
Q2 2019 WCI	7/30/2019	001 008 521 20 24 00	LE-Workers Comp	Q2 2019 Workers Compensation Insurance	\$5.50
Q2 2019 WCI	7/30/2019	001 010 576 80 24 00	PK-Workers Comp	Q2 2019 Workers Compensation Insurance	\$113.74
Q2 2019 WCI	7/30/2019	001 013 518 30 24 00	GG-Workers Comp	Q2 2019 Workers Compensation Insurance	(\$0.56)
Q2 2019 WCI	7/30/2019	101 016 542 30 24 00	ST-Workers Comp	Q2 2019 Workers Compensation Insurance	\$109.96
Q2 2019 WCI	7/30/2019	410 016 531 10 24 00	SW-Workers Comp	Q2 2019 Workers Compensation Insurance	\$107.45
					\$38,251.33

Vendor: Dept of Retirement (Deferred Comp)

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
071019	7/11/2019	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferre	\$2,770.00
072519	7/30/2019	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferre	\$2,770.00
					\$5,540.00

Vendor: Dept of Retirement PERS LEOFF

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
071019	7/11/2019	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	\$54,750.68
072519	7/30/2019	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	\$55,396.01
					\$110,146.69

Vendor: Dept of Revenue EFT

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
071719 DOR	7/30/2019	001 008 521 20 31 01	LE-Fixed Minor Equipment	Excise Taxes June 2019	\$62.55
071719 DOR	7/30/2019	001 013 518 90 49 06	GG-Excise Tax	Excise Taxes June 2019	\$27.70
071719 DOR	7/30/2019	410 016 531 10 44 00	SW-Excise Taxes	Excise Taxes June 2019	\$22,573.77
					\$22,664.02

Vendor: Dept of Revenue Leasehold EFT

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
Q2 2019 EXCISE	7/30/2019	001 013 518 90 49 06	GG-Excise Tax	Q2 2019 Leasehold Excise Tax	\$19.26
Q2 2019 EXCISE	7/30/2019	633 000 589 30 00 01	Leasehold Excise Tax Remit	Q2 2019 Leasehold Excise Tax	\$43.25
					\$62.51

Vendor: Dept of Transportation

Check Number: 48314

Invoice No	Check Date	Account Number	Account Name	Description	Amount
RE41JZ0016L011	7/30/2019	301 016 544 40 41 02	T11 - 24th & 91st Ext Design	SR9 & 24th St DOC Review & Inspection June 2019	\$5,707.85
					\$5,707.85

Vendor: Diamante Cleaning Experts LLC

Check Number: 48315

Invoice No	Check Date	Account Number	Account Name	Description	Amount
12	7/30/2019	001 007 558 50 41 00	PL-Professional Servic	Janitorial Services - City Hall	\$65.00
12	7/30/2019	001 007 559 30 41 00	PB-Professional Srv	Janitorial Services - City Hall	\$65.00
12	7/30/2019	001 008 521 20 41 00	LE-Professional Services	Janitorial Services - Police Department	\$390.00
12	7/30/2019	001 010 576 80 41 00	PK-Professional Services	Janitorial Services - City Hall	\$65.00
12	7/30/2019	001 013 518 20 41 00	GG-Professional Service	Janitorial Services - City Hall	\$65.00
12	7/30/2019	001 013 518 20 41 00	GG-Professional Service	Janitorial Services - VIC	\$98.00
12	7/30/2019	101 016 542 30 41 02	ST-Professional Service	Janitorial Services - City Hall	\$65.00
12	7/30/2019	410 016 531 10 41 01	SW-Professional Services	Janitorial Services - City Hall	\$65.00
					\$878.00

Vendor: Dicks Towing Inc

Check Number: 48239

Invoice No	Check Date	Account Number	Account Name	Description	Amount
184289	7/19/2019	001 008 521 20 41 00	LE-Professional Services	Towing Services	\$115.29
184321	7/19/2019	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2019-13099	\$126.27
683988	7/19/2019	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2019-11994	\$126.27
					\$367.83

Vendor: Dicks Towing Inc

Check Number: 48316

Invoice No	Check Date	Account Number	Account Name	Description	Amount
179258	7/30/2019	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2019-14507	\$126.27
180051	7/30/2019	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2019-14507	\$126.27
180055	7/30/2019	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2019-14619	\$126.27
186166	7/30/2019	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2019-13420	\$126.27
					\$505.08

Vendor: Dietrichson

Check Number: 48240

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0719DIETRICHSON	7/19/2019	001 007 571 00 30 00	PL-Park & Recreation	Music by the Lake 2019	\$600.00
					\$600.00

Vendor: Dobson

Check Number: 48241

Invoice No	Check Date	Account Number	Account Name	Description	Amount
071919 DOBSON	7/19/2019	001 007 571 00 30 00	PL-Park & Recreation	Music by the Lake 2019	\$2,300.00
					\$2,300.00

Vendor: Doolittle-Egerdahl

Check Number: 48317

Invoice No	Check Date	Account Number	Account Name	Description	Amount
704	7/30/2019	302 010 576 80 61 00	Park Mitigation Funds Exp	Plants for North Cove Park	\$3,098.90
					\$3,098.90

Vendor: DTSGIS Data Transfer Solutions LLC

Check Number: 48318

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1451053	7/30/2019	510 006 518 80 49 33	LR - Vue Works	VUEWorks Annual Maintenance & Hosting	\$6,400.00
					\$6,400.00

Vendor: Dunlap Industrial Hardware

Check Number: 48319

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1431870-01	7/30/2019	101 015 543 30 31 00	ME - Operating Costs	AME Throw & Go	\$562.44
					\$562.44

Vendor: E&E Lumber Inc

Check Number: 48320

Invoice No	Check Date	Account Number	Account Name	Description	Amount
153148	7/30/2019	302 010 594 76 61 01	PM - North Cove Capital	Fascia Tool/Steel Square/Composite Shims-Williams Property	\$91.72
					\$91.72

Vendor: EFTPS

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
071019	7/11/2019	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	\$84,269.24
072519	7/30/2019	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	\$87,913.49
					\$172,182.73

Vendor: Electronic Business Machines

Check Number: 48242

Invoice No	Check Date	Account Number	Account Name	Description	Amount
AR139606	7/19/2019	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Maintenance PW	\$29.15
AR139606	7/19/2019	410 016 531 10 48 00	SW-Repairs & Maintenance	Copier Maintenance PW	\$29.15
					\$58.30

Vendor: Electronic Business Machines

Check Number: 48321

Invoice No	Check Date	Account Number	Account Name	Description	Amount
AR140535	7/30/2019	001 007 558 50 48 00	PL-Repairs & Maint.	Copier Repair & Maintenance PL	\$95.36
AR140535	7/30/2019	001 007 559 30 48 00	PB-Repair & Maintenance	Copier Repair & Maintenance PB	\$95.37
AR140535	7/30/2019	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Repair & Maintenance PW	\$95.37
AR140535	7/30/2019	410 016 531 10 48 00	SW-Repairs & Maintenance	Copier Repair & Maintenance PW	\$95.36
AR140911	7/30/2019	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Copier Repair & Maintenance PD	\$141.38
					\$522.84

Vendor: Employment Security Department

Check Number: 48322

Invoice No	Check Date	Account Number	Account Name	Description	Amount
Q2 2019	7/30/2019	501 000 517 60 49 00	Payment to Claimants	Q2 2019 Payments to Claimants	\$1,527.82
					\$1,527.82

Vendor: Everett Stamp Works

Check Number: 48243

Invoice No	Check Date	Account Number	Account Name	Description	Amount
27327	7/19/2019	001 007 559 30 31 00	PB-Office Supplies	Nameplate - S Perron / Date Stamp	\$94.67
					\$94.67

Vendor: Everett Steel Inc

Check Number: 48323

Invoice No	Check Date	Account Number	Account Name	Description	Amount
265592	7/30/2019	001 010 576 80 48 00	PK-Repair & Maintenance	Square Base Plate	\$43.48
266687	7/30/2019	001 010 576 80 31 00	PK-Operating Costs	I-Beam	\$194.15
					\$237.63

Vendor: Fastenal Company

Check Number: 48324

Invoice No	Check Date	Account Number	Account Name	Description	Amount
WAARN131562	7/30/2019	101 016 544 90 31 02	ST-Operating Cost	Welding Helmets	\$77.50
WAARN131562	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	Welding Helmets	\$77.50
WAARN131821	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	Steel Socket Cap Screw/Coupling Nut	\$28.42
					\$183.42

Vendor: Feldman and Lee

Check Number: 48244

Invoice No	Check Date	Account Number	Account Name	Description	Amount
060119 FELDMAN	7/19/2019	001 011 515 91 41 00	LG-General Indigent Defense	Public Defender Services June 2019	\$10,000.00
					\$10,000.00

Vendor: Fiske

Check Number: 48245

Invoice No	Check Date	Account Number	Account Name	Description	Amount
110718 FISKE	7/19/2019	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals PSR Training Arlington - B Fiske	\$40.00
					\$40.00

Vendor: Frontier

Check Number: 48246

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0719 FRONTIER	7/19/2019	001 012 575 30 42 00	CS-Historical-Communications	Telephone Services Museum	\$214.62
0719 FRONTIER	7/19/2019	001 013 518 20 42 00	GG-Communication	Fax Services City Hall	\$30.21
0719 FRONTIER	7/19/2019	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Control Modem	\$62.23
0719 FRONTIER	7/19/2019	101 016 543 30 42 00	ST-Communications	Fax Services City Hall	\$30.20
0719 FRONTIER	7/19/2019	410 016 531 10 42 00	SW-Communications	Fax Services City Hall	\$30.20
					\$367.46

Vendor: Goldman

Check Number: 48325

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1021	7/30/2019	001 008 521 20 41 00	LE-Professional Services	Pre-Employment Polygraph Exam - Admin Assistant	\$225.00
1025	7/30/2019	001 008 521 20 41 00	LE-Professional Services	Pre-Employment Polygraph Exam - IT Support Specialist	\$225.00
					\$450.00

Vendor: Good

Check Number: 48326

Invoice No	Check Date	Account Number	Account Name	Description	Amount
070819 GOOD	7/30/2019	001 001 511 60 49 02	Legislative - C.C.Retreat	Reimburse Plastic Utensils/Plates Council Mini Retreat-Good	\$6.54
					\$6.54

Vendor: Government Computer Sales

Check Number: 48327

Invoice No	Check Date	Account Number	Account Name	Description	Amount
88718	7/30/2019	510 006 518 80 49 02	LR - Quest Kace Patch Mgmt	Kace Systems Management Maintenance Renewal	\$2,493.92
					\$2,493.92

Vendor: Grainger

Check Number: 48328

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9219394856	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	Steel Street Keys	\$32.64
9229638193	7/30/2019	001 010 576 80 31 00	PK-Operating Costs	Trash Bags	\$1,132.08
9230304694	7/30/2019	001 010 576 80 31 00	PK-Operating Costs	Trash Bags	\$754.72
9235713964	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	Warning Light/Beacon Light	\$737.52

9243370377	7/30/2019	101 015 543 30 31 00	ME - Operating Costs	Cordless Grease Gun Kit/Battery/Grease Gun	\$146.61
9243370377	7/30/2019	410 015 531 10 31 00	ME - Operating Costs	Cordless Grease Gun Kit/Battery/Grease Gun	\$146.61
9244054426	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	Battery/Liquid Detergent	\$333.39
					\$3,283.57

Vendor: Granite Construction Supply

Check Number: 48247

Invoice No	Check Date	Account Number	Account Name	Description	Amount
262_00076811	7/19/2019	410 016 531 10 31 00	SW-Clothing	Pants/Tee Shirts/Beanies/Hoodies/Jackets	\$755.92
262_00076832	7/19/2019	101 016 542 64 48 00	ST-Traffic Control - R&M	Sign Overlays	\$439.20
262_00076838	7/19/2019	101 016 542 30 48 00	ST-Repair & Maintenance	Flag Bracket	\$197.64
262_00077309	7/19/2019	410 016 531 10 31 00	SW-Clothing	Pants/Jacket/Tee Shirts/Hoodie	\$195.83
					\$1,588.59

Vendor: Greenshields Industrial Supply Inc

Check Number: 48248

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1-81030	7/19/2019	309 016 595 61 63 01	Sidewalk Construction	Concrete Truck Tool Boxes PW1	\$2,747.85
					\$2,747.85

Vendor: Greenshields Industrial Supply Inc

Check Number: 48329

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1-82033	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	Transfer Tank/Pump/Hose Reel/Nozzle/Work Lamp PW74	\$1,962.18
1-82069	7/30/2019	001 010 576 80 31 00	PK-Operating Costs	Chain/Grab Hook/D-Ring Dock Rigging	\$506.86
					\$2,469.04

Vendor: Halverson

Check Number: 48330

Invoice No	Check Date	Account Number	Account Name	Description	Amount
072419HALVERSON	7/30/2019	101 016 542 30 49 00	ST-Miscellaneous	Project Mgmt Institute Membership - Halverson	\$84.50
072419HALVERSON	7/30/2019	410 016 531 10 49 00	SW-Miscellaneous	Project Mgmt Institute Membership - Halverson	\$84.50
					\$169.00

Vendor: HB Jaeger Co LLC

Check Number: 48331

Invoice No	Check Date	Account Number	Account Name	Description	Amount
17913018779	7/30/2019	305 010 594 76 60 00	North Cove Park Cap-Local	Rain Garden Pipe - North Cove	\$49.20
17913023245	7/30/2019	305 010 594 76 60 00	North Cove Park Cap-Local	PVC Pipe/Valves/Couplings/Caps/Misc - North Cove Park	\$3,441.43
17913023246	7/30/2019	302 010 594 76 61 01	PM - North Cove Capital	Couplings/Digging Bar - Williams Property	\$163.50
17913023247	7/30/2019	302 010 594 76 61 01	PM - North Cove Capital	Hot Box Valve Heated/Brass Nipples - Williams Property	\$1,458.49
17913023248	7/30/2019	302 010 594 76 61 01	PM - North Cove Capital	Brass Nipples - Williams Property	\$559.79
17913023259	7/30/2019	302 010 594 76 61 01	PM - North Cove Capital	PVC Pipes/Caps/Chop Saw Blade - Williams Property	\$876.58
17913023260	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	Drain Pipe Solid/Caps/Locking F&C	\$870.18
					\$7,419.17

Vendor: HD Supply Construction Supply LTD

Check Number: 48332

Invoice No	Check Date	Account Number	Account Name	Description	Amount
10010790178	7/30/2019	309 016 595 61 63 01	Sidewalk Construction	5Gal Cure and Seal Specchem	\$619.91
10010832528	7/30/2019	101 016 542 61 31 00	ST-Sidewalk Repair Supply	Rainguard Column Form Solid/Line Reel	\$74.97
					\$694.88

Vendor: HERC Rentals Inc

Check Number: 48333

Invoice No	Check Date	Account Number	Account Name	Description	Amount
30614363-004	7/30/2019	101 015 543 30 31 00	ME - Operating Costs	Scissor Lift Rental	\$403.30
30850971-001	7/30/2019	001 013 518 20 48 00	GG-Repair & Maintenance	Airmover Carpet Dryer Rentals	\$296.46
					\$699.76

Vendor: Hingtgen

Check Number: 48249

Invoice No	Check Date	Account Number	Account Name	Description	Amount
022719 HINGTGEN	7/19/2019	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals RDS Training Hoquiam WA - Hingtgen	\$162.00
030619 HINGTGEN	7/19/2019	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals Pepperball Olympia - Hingtgen	\$162.00
					\$324.00

Vendor: Hingtgen

Check Number: 48334

Invoice No	Check Date	Account Number	Account Name	Description	Amount
081419 HINGTGEN	7/30/2019	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Live Fire Vehicular Engage Hoquiam - Hingtgen	\$162.00
					\$162.00

Vendor: Home Depot

Check Number: 48335

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1010919	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	2x12 Wood/Paint PW1	\$80.72
1012563	7/30/2019	001 010 576 80 31 00	PK-Operating Costs	PVC Elbows	\$26.43
4014537	7/30/2019	101 016 542 61 31 00	ST-Sidewalk Repair Supply	2x6 Wood/Anvill Placer	\$91.63
5014339	7/30/2019	101 016 542 61 31 00	ST-Sidewalk Repair Supply	2x8 Wood	\$76.07
7015702	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	Digging Shovel/Trimmer/Brushless String Trimmer	\$274.27
7083106	7/30/2019	001 010 576 80 48 00	PK-Repair & Maintenance	Hex Bolts/Washers/Dock Repair Supplies	\$239.20
8011519	7/30/2019	001 007 571 00 30 00	PL-Park & Recreation	Carpet for Music by the Lake Events 2019	\$120.29
8013853	7/30/2019	101 016 542 61 31 00	ST-Sidewalk Repair Supply	Textured Strand Lap Sdng/Screws/Fluted Masonry	\$129.05
9011393	7/30/2019	001 007 571 00 30 00	PL-Park & Recreation	Carpet for Music by the Lake Events 2019	\$360.88
					\$1,398.54

Vendor: Honey Bucket

Check Number: 48250

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0551131339	7/19/2019	305 010 594 76 60 00	North Cove Park Cap-Local	Fencing for North Cove Park Project	\$359.70
0551141253	7/19/2019	305 010 594 76 60 00	North Cove Park Cap-Local	Honey Bucket Rental - North Cove Park	\$300.00
0551149086	7/19/2019	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Community Garden	\$117.50
					\$777.20

Vendor: Honey Bucket

Check Number: 48336

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0551155642	7/30/2019	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Swim Beach	\$269.65
					\$269.65

Vendor: Horizon Distributors Inc

Check Number: 48337

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2M085443	7/30/2019	001 010 576 80 31 00	PK-Operating Costs	Turfgro	\$461.42
2M085785	7/30/2019	001 010 576 80 31 00	PK-Operating Costs	Turfgro/Overseeder	\$475.21
					\$936.63

Vendor: Hough Beck & Baird Inc

Check Number: 48251

Invoice No	Check Date	Account Number	Account Name	Description	Amount
12725	7/19/2019	302 010 594 76 61 00	PM - Frontier Heights Capital	Frontier Heights Park Design June 2019	\$280.73 \$280.73

Vendor: HRA VEBA Trust YA20192

Check Number: 48216

Invoice No	Check Date	Account Number	Account Name	Description	Amount
071019	7/11/2019	001 000 283 00 00 00	Payroll Liability Medical	Employee VEBA Contributions	\$743.24 \$743.24

Vendor: HSA Bank

Check Number: 48217

Invoice No	Check Date	Account Number	Account Name	Description	Amount
071019	7/11/2019	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contributions	\$660.99 \$660.99

Vendor: HSA Bank

Check Number: 48338

Invoice No	Check Date	Account Number	Account Name	Description	Amount
072519	7/30/2019	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contributions	\$660.99 \$660.99

Vendor: HW Lochner Inc

Check Number: 48339

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20	7/30/2019	301 016 544 40 41 02	T11 - 24th & 91st Ext Design	24th Street SE Extension Consulting	\$28,390.58 \$28,390.58

Vendor: International Institute of Municipal Clerks

Check Number: 48340

Invoice No	Check Date	Account Number	Account Name	Description	Amount
39218 0619	7/30/2019	001 003 514 20 49 00	CC-Miscellaneous	IIMC Annual Membership 2019 - Crim	\$135.00 \$135.00

Vendor: Iron Mountain Quarry LLC

Check Number: 48341

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0290284	7/30/2019	302 010 594 76 61 01	PM - North Cove Capital	Rock - Williams Property	\$491.87
0290538	7/30/2019	302 010 594 76 61 01	PM - North Cove Capital	Rock - Williams Property	\$813.25
0290581	7/30/2019	302 010 594 76 61 01	PM - North Cove Capital	Rock - Williams Property	\$439.96
0290708	7/30/2019	305 010 594 76 60 00	North Cove Park Cap-Local	Rock - North Cove Park	\$253.19
0290757	7/30/2019	302 010 594 76 61 01	PM - North Cove Capital	Rock - Williams Property	\$391.32
0291197	7/30/2019	302 010 594 76 61 01	PM - North Cove Capital	Rock - Williams Property	\$95.65
0291245	7/30/2019	302 010 594 76 61 01	PM - North Cove Capital	Rock - Williams Property	\$385.33

\$2,870.57

Vendor: J Thayer Company Inc

Check Number: 48342

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1371864-0	7/30/2019	001 008 521 20 31 00	LE-Office Supplies	Sharpies/Pens/Labels/Post It Notes/Toner/Wipes	\$213.24
1373561-0	7/30/2019	001 007 558 50 31 00	PL-Office Supplies	Paper	\$37.53
1373561-0	7/30/2019	001 007 559 30 31 00	PB-Office Supplies	Wall File/Recycle Can/Pens/Paper	\$77.85
1373561-0	7/30/2019	001 013 518 20 31 00	GG-Operating Costs	Post It Notes/Batteries/Stapler/Envelope Moistener	\$85.58
1373561-0	7/30/2019	101 016 544 90 31 01	ST-Office Supplies	Scissors	\$2.88
1373561-0	7/30/2019	410 016 531 10 31 01	SW-Office Supplies	Scissors	\$2.88

1374914-0	7/30/2019	001 013 518 20 31 00	GG-Operating Costs	Janitorial Supplies	\$245.68
1375315-0	7/30/2019	001 002 513 11 31 00	AD-Office Supply	Pens	\$24.51
1375315-0	7/30/2019	001 004 514 23 31 00	FI-Office Supplies	Dry Erase Board	\$6.62
1375315-0	7/30/2019	001 007 558 50 31 00	PL-Office Supplies	Paper/Markers/Pens/Files/Magnifier	\$67.59
1375315-0	7/30/2019	001 007 559 30 31 00	PB-Office Supplies	Paper/Markers/Pens/Files/Folders	\$86.80
1375315-0	7/30/2019	001 013 518 20 31 00	GG-Operating Costs	Paper/Soap/Hand Towels/Staples	\$172.14
1375315-0	7/30/2019	101 016 544 90 31 01	ST-Office Supplies	Post It Flags	\$6.54
1375315-0	7/30/2019	410 016 531 10 31 01	SW-Office Supplies	Post It Flags	\$6.53
					\$1,036.37

Vendor: Kaiser Permanente

Check Number: 48252

Invoice No	Check Date	Account Number	Account Name	Description	Amount
68331087	7/19/2019	001 010 576 80 41 00	PK-Professional Services	New Employee Physical Exam - Peterson/Thomsen	\$120.00
68331087	7/19/2019	101 016 542 30 41 02	ST-Professional Service	New Employee Physical Exam - Peterson/Thomsen	\$120.00
68331087	7/19/2019	410 016 531 10 41 01	SW-Professional Services	New Employee Physical Exam - Peterson/Thomsen	\$120.00
					\$360.00

Vendor: Lake Industries LLC

Check Number: 48253

Invoice No	Check Date	Account Number	Account Name	Description	Amount
280675	7/19/2019	302 010 594 76 61 01	PM - North Cove Capital	Washed Screened Sand - Williams Property	\$194.11
37191	7/19/2019	302 010 594 76 61 01	PM - North Cove Capital	Concrete/Asphalt Hauled In - Williams Property	\$168.00
37192	7/19/2019	302 010 594 76 61 01	PM - North Cove Capital	Fill Hauled In - Williams Property	\$150.00
37197	7/19/2019	302 010 594 76 61 01	PM - North Cove Capital	Concrete/Asphalt Hauled In - Williams Property	\$168.00
					\$680.11

Vendor: Lake Industries LLC

Check Number: 48343

Invoice No	Check Date	Account Number	Account Name	Description	Amount
280733	7/30/2019	302 010 594 76 61 01	PM - North Cove Capital	Pea Gravel - Williams Property	\$154.07
280766	7/30/2019	305 010 594 76 60 00	North Cove Park Cap-Local	Cobbles Picked Up - North Cove	\$47.09
280815	7/30/2019	302 010 594 76 61 01	PM - North Cove Capital	Cobbles Picked Up - Williams Property	\$64.72
280838	7/30/2019	302 010 594 76 61 01	PM - North Cove Capital	Washed Screened Sand - Williams Property	\$41.20
37212	7/30/2019	302 010 594 76 61 01	PM - North Cove Capital	Fill Hauled In - Williams Property	\$50.00
37218	7/30/2019	302 010 594 76 61 01	PM - North Cove Capital	Broken Concrete Hauled In - Williams Property	\$336.00
37220	7/30/2019	302 010 594 76 61 01	PM - North Cove Capital	Concrete Hauled In - Williams Property	\$456.00
37222	7/30/2019	302 010 594 76 61 01	PM - North Cove Capital	Topsoil Hauled In - Williams Property	\$288.00
37228	7/30/2019	302 010 594 76 61 01	PM - North Cove Capital	Topsoil Hauled In - Williams Property	\$240.00
37233	7/30/2019	302 010 594 76 61 01	PM - North Cove Capital	Topsoil Hauled In - Williams Property	\$288.00
					\$1,965.08

Vendor: Lake Stevens Chamber of Commerce

Check Number: 48344

Invoice No	Check Date	Account Number	Account Name	Description	Amount
080119 CHAMBER	7/30/2019	001 013 518 90 49 01	GG-Chamber of Commerce	Contributions for VIC Aug 2019	\$1,500.00
					\$1,500.00

Vendor: Lake Stevens Police Guild

Check Number: 48218

Invoice No	Check Date	Account Number	Account Name	Description	Amount
071019	7/11/2019	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	\$1,121.00
					\$1,121.00

Vendor: Lake Stevens Police Guild

Check Number: 48345

Invoice No	Check Date	Account Number	Account Name	Description	Amount
072519	7/30/2019	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	\$1,121.00
					\$1,121.00

Vendor: Lake Stevens School District

Check Number: 48254

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0018190164	7/19/2019	001 007 558 50 32 00	PL-Fuel	Fuel	\$79.85
0018190164	7/19/2019	001 007 559 30 32 00	PB-Fuel	Fuel	\$135.37
0018190164	7/19/2019	001 008 521 20 32 00	LE-Fuel	Fuel	\$7,087.97
0018190164	7/19/2019	001 010 576 80 32 00	PK-Fuel Costs	Fuel	\$114.59
0018190164	7/19/2019	001 013 518 20 32 00	GG-Fuel	Fuel	\$32.47
0018190164	7/19/2019	101 016 542 30 32 00	ST-Fuel	Fuel	\$2,835.88
0018190164	7/19/2019	410 016 531 10 32 00	SW-Fuel	Fuel	\$2,237.94
3201819126	7/19/2019	001 001 511 60 45 01	Legislative - Rentals	Council Chambers Rental Apr/May/June 2019	\$250.00
3201819126	7/19/2019	001 007 558 50 49 00	PL-Miscellaneous	Planning Commission Room Rental Apr/May/June 2019	\$112.50
					\$12,886.57

Vendor: Lake Stevens Senior Center

Check Number: 48219

Invoice No	Check Date	Account Number	Account Name	Description	Amount
070119 SENIOR	7/11/2019	001 012 565 10 49 00	CS-Human Services	Senior Center Funding Agreement Payment #2	\$20,000.00
					\$20,000.00

Vendor: Lake Stevens Sewer District

Check Number: 48255

Invoice No	Check Date	Account Number	Account Name	Description	Amount
070119 LSSD	7/19/2019	001 008 521 50 47 00	LE-Facility Utilities	Sewer - N Lakeshore Dr	\$86.00
070119 LSSD	7/19/2019	001 008 521 50 47 00	LE-Facility Utilities	Sewer - Police Station	\$86.00
070119 LSSD	7/19/2019	001 010 576 80 47 00	PK-Utilities	Sewer - Boat Launch Restrooms	\$87.00
070119 LSSD	7/19/2019	001 010 576 80 47 00	PK-Utilities	Sewer - Lundeen Park	\$172.00
070119 LSSD	7/19/2019	001 012 572 20 47 00	CS-Library-Utilities	Sewer - Library	\$86.00
070119 LSSD	7/19/2019	001 013 518 20 47 00	GG-Utilities	Sewer - City Hall	\$86.00
070119 LSSD	7/19/2019	001 013 518 20 47 00	GG-Utilities	Sewer - Vacant Houses 20th St SE	\$86.00
					\$689.00

Vendor: Lance Gyldenege Construction Company

Check Number: 48256

Invoice No	Check Date	Account Number	Account Name	Description	Amount
447012	7/19/2019	101 016 542 30 48 00	ST-Repair & Maintenance	2019 Annual Dielectric Inspection PW16	\$313.38
					\$313.38

Vendor: LeBlanc

Check Number: 48257

Invoice No	Check Date	Account Number	Account Name	Description	Amount
070219 LEBLANC	7/19/2019	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals ACESS TAC Federal Way - LeBlanc	\$22.00
					\$22.00

Vendor: LEIRA attn Julie Ubert

Check Number: 48346

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1455	7/30/2019	001 008 521 40 49 01	LE-Registration Fees	Registration LEIRA Conference - LeBlanc	\$275.00
					\$275.00

Vendor: Lemay Mobile Shredding

Check Number: 48258

Invoice No	Check Date	Account Number	Account Name	Description	Amount
4618996	7/19/2019	001 008 521 20 41 00	LE-Professional Services	Shredding Services PD June 2019	\$19.72
4618997	7/19/2019	001 013 518 20 41 00	GG-Professional Service	Shredding Services CH June 2019	\$4.93
					\$24.65

Vendor: Les Schwab Tire Center

Check Number: 48347

Invoice No	Check Date	Account Number	Account Name	Description	Amount
40200454871	7/30/2019	001 007 559 30 48 00	PB-Repair & Maintenance	New Tires/Alignment/Balance PW51	\$706.47
					\$706.47

Vendor: Linton

Check Number: 48259

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1920	7/19/2019	001 008 521 40 49 01	LE-Registration Fees	Registration - FAA Remote Pilot Cert Training - A Anderson	\$325.00
					\$325.00

Vendor: LN Curtis & Sons

Check Number: 48348

Invoice No	Check Date	Account Number	Account Name	Description	Amount
INV271050	7/30/2019	001 008 521 21 26 00	LE-Boating Clothing	Tactical Pants - Jewell	\$88.78
INV296074	7/30/2019	001 008 521 20 31 02	LE-Minor Equipment	Utility Pouches - Bassett	\$879.36
INV296614	7/30/2019	001 008 521 20 31 02	LE-Minor Equipment	Mace Spray Pouch - Beazizo	\$19.74
INV298137	7/30/2019	001 008 521 20 31 02	LE-Minor Equipment	Name Badges/Service Award Tabs	\$75.44
INV298455	7/30/2019	001 008 521 20 31 02	LE-Minor Equipment	Tie Bar - J Anderson	\$39.17
INV298516	7/30/2019	001 008 521 20 31 01	LE-Fixed Minor Equipment	Armor/Concealable Carrier/Trama Pack - Wells	\$1,050.33
INV299360	7/30/2019	001 008 521 20 31 02	LE-Minor Equipment	Alterations - K Starkenburg	\$21.80
INV300003	7/30/2019	001 008 521 20 31 02	LE-Minor Equipment	Sergeant Chevrons - Beazizo	\$31.09
					\$2,205.71

Vendor: Lowes Companies

Check Number: 48260

Invoice No	Check Date	Account Number	Account Name	Description	Amount
907405	7/19/2019	309 016 595 61 63 01	Sidewalk Construction	Round Stakes/Nails	\$454.59
911430	7/19/2019	309 016 595 61 63 01	Sidewalk Construction	4x8 Wood	\$53.14
					\$507.73

Vendor: McAvoy

Check Number: 48349

Invoice No	Check Date	Account Number	Account Name	Description	Amount
8Z0883197	7/30/2019	001 011 515 91 41 00	LG-General Indigent Defense	Public Defender Services	\$300.00
8Z1185438	7/30/2019	001 011 515 91 41 00	LG-General Indigent Defense	Public Defender Services	\$300.00
					\$600.00

Vendor: Method Barricade & Construction Supply LLC

Check Number: 48261

Invoice No	Check Date	Account Number	Account Name	Description	Amount
12156	7/19/2019	101 016 542 64 48 00	ST-Traffic Control - R&M	Roll Up Signs and Stands	\$4,490.80
12172	7/19/2019	101 016 542 70 31 01	Citywide Beautification Implem	Eagle Ridge Park Sign - Beautification Plan	\$436.40
12184	7/19/2019	001 007 571 00 30 00	PL-Park & Recreation	Music by the Lake Banner	\$232.38
12194	7/19/2019	101 016 542 64 48 00	ST-Traffic Control - R&M	No Parking Signs/Brackets/Bolts	\$931.95
					\$6,091.53

Vendor: Method Barricade & Construction Supply LLC

Check Number: 48350

Invoice No	Check Date	Account Number	Account Name	Description	Amount
12151	7/30/2019	001 010 576 80 31 00	PK-Operating Costs	Park Sign - Unauthorized Keep Out	\$143.88
12196	7/30/2019	101 016 542 70 31 01	Citywide Beautification Implem	Wayfinding Signs	\$3,139.20
12203	7/30/2019	001 010 576 80 31 00	PK-Operating Costs	No Skateboarding Signs	\$72.05
12221	7/30/2019	101 016 542 64 31 00	ST-Traffic Control - Supply	Butyl Pads/Barricade Legs/Caution Tape	\$498.68
					\$3,853.81

Vendor: Miles Sand & Gravel

Check Number: 48351

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1726391	7/30/2019	309 016 595 61 63 01	Sidewalk Construction	Concrete	\$1,400.65
1727093	7/30/2019	309 016 595 61 63 01	Sidewalk Construction	Concrete	\$1,466.06
296980	7/30/2019	309 016 595 61 63 01	Sidewalk Construction	Concrete	\$531.92
					\$3,398.63

Vendor: MJ Neal Associates Architects PLLC

Check Number: 48262

Invoice No	Check Date	Account Number	Account Name	Description	Amount
062519 MJ NEAL	7/19/2019	002 008 594 18 60 03	Police Dept - Loaned	Police Dept Building Architectural/Engineering Services	\$14,700.00

Vendor: Monroe Correctional Complex

Check Number: 48352

Invoice No	Check Date	Account Number	Account Name	Description	Amount
MCC1906.1040	7/30/2019	001 008 521 50 48 00	LE-Facility Repair & Maint	DOC Work Crew - June 2019	\$90.23
MCC1906.1040	7/30/2019	001 010 576 80 48 00	PK-Repair & Maintenance	DOC Work Crew - June 2019	\$206.79
MCC1906.1040	7/30/2019	001 013 518 20 48 00	GG-Repair & Maintenance	DOC Work Crew - June 2019	\$113.53
MCC1906.1040	7/30/2019	101 016 542 30 48 00	ST-Repair & Maintenance	DOC Work Crew - June 2019	\$189.23
					\$599.78

Vendor: Nationwide Retirement Solution

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
071019	7/11/2019	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	\$4,036.67
072519	7/30/2019	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	\$4,036.67

Vendor: Neofunds by Neopost

Check Number: 48263

Invoice No	Check Date	Account Number	Account Name	Description	Amount
80346335 0619	7/19/2019	001 008 521 20 42 00	LE-Communication	Postage & Supplies PD	\$777.62

Vendor: Neofunds by Neopost

Check Number: 48353

Invoice No	Check Date	Account Number	Account Name	Description	Amount
80346335 0719	7/30/2019	001 008 521 20 42 00	LE-Communication	Postage PD Finance Charges	\$50.96

Vendor: New York Life

Check Number: 48220

Invoice No	Check Date	Account Number	Account Name	Description	Amount
071019	7/11/2019	001 000 284 00 00 00	Payroll Liability Other	Whole Life Insurance Premiums	\$496.00

Vendor: New York Life EFT

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
071019	7/11/2019	001 002 513 11 20 00	AD-Benefits	Life/Disability Ins Premiums	\$52.99
071019	7/11/2019	001 003 514 20 20 00	CC-Benefits	Life/Disability Ins Premiums	\$51.35
071019	7/11/2019	001 004 514 23 20 00	FI-Benefits	Life/Disability Ins Premiums	\$172.85
071019	7/11/2019	001 005 518 10 20 00	HR-Benefits	Life/Disability Ins Premiums	\$84.68
071019	7/11/2019	001 006 518 80 20 00	IT-Benefits	Life/Disability Ins Premiums	\$83.90
071019	7/11/2019	001 007 558 50 20 00	PL-Benefits	Life/Disability Ins Premiums	\$318.03
071019	7/11/2019	001 007 559 30 20 00	PB-Benefits	Life/Disability Ins Premiums	\$126.75
071019	7/11/2019	001 008 521 20 20 00	LE-Benefits	Life/Disability Ins Premiums	\$1,477.61
071019	7/11/2019	001 010 576 80 20 00	PK-Benefits	Life/Disability Ins Premiums	\$197.83
071019	7/11/2019	001 013 518 30 20 00	GG-Benefits	Life/Disability Ins Premiums	\$149.17
071019	7/11/2019	101 016 542 30 20 00	ST-Benefits	Life/Disability Ins Premiums	\$480.62
071019	7/11/2019	410 016 531 10 20 00	SW-Benefits	Life/Disability Ins Premiums	\$485.01
					\$3,680.79

Vendor: North Sound Hose Fittings Inc

Check Number: 48354

Invoice No	Check Date	Account Number	Account Name	Description	Amount
N013958	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	Power Steering Hose PW31	\$35.06
					\$35.06

Vendor: Northwest Professional Resid & Comm Construction

Check Number: 48355

Invoice No	Check Date	Account Number	Account Name	Description	Amount
4769	7/30/2019	305 010 594 76 60 00	North Cove Park Cap-Local	Install Chain Link Fence - North Cove Park	\$11,144.16
					\$11,144.16

Vendor: NOVAtime Technology Inc

Check Number: 48264

Invoice No	Check Date	Account Number	Account Name	Description	Amount
PSI103084	7/19/2019	001 008 521 20 31 02	LE-Minor Equipment	NovaTime Annual Adv Scheduler Manager Enterprise	\$3,600.00
PSI103084	7/19/2019	510 006 518 80 49 34	LR - NovaTime	NovaTime ASM Implementation	\$3,000.00

Vendor: O Reilly Auto Parts

Check Number: 48356

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2960-119093	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	Credit Alternator/Battery PW23	(\$19.62)
2960-120799	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	Credit Left Front Wheel Beining PW23	(\$462.37)
2960-120800	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	Paint/Primer/Paint Gun/Clothes/Block Kit	\$298.61
2960-120908	7/30/2019	410 016 531 10 35 00	SW-Small Tools	Respirator	\$20.64
2960-121027	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	Shop Towels/Lacq. Thinner	\$103.04
2960-121129	7/30/2019	001 010 576 80 31 00	PK-Operating Costs	Mini Lamps	\$15.86
2960-121129	7/30/2019	101 016 544 90 31 02	ST-Operating Cost	Mini Lamps	\$15.86
2960-121129	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	Mini Lamps	\$15.87
2960-121223	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	Mixing Cups Paint Supply PW1	\$10.83
2960-122504	7/30/2019	101 016 544 90 31 02	ST-Operating Cost	Vehicle Cleaning Wipes/Protect	\$17.42
2960-122504	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	Vehicle Cleaning Wipes/Protect	\$17.42
2960-123997	7/30/2019	101 016 544 90 31 02	ST-Operating Cost	Fix-A-Flat	\$30.50
2960-124193	7/30/2019	101 016 544 90 31 02	ST-Operating Cost	Battery PW61/Toggle Switches PW1	\$62.77
2960-124193	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	Battery PW61/Toggle Switches PW1	\$62.78
2960-124432	7/30/2019	001 010 576 80 31 00	PK-Operating Costs	Shop Electrical Supply	\$9.80

2960-124432	7/30/2019	101 016 544 90 31 02	ST-Operating Cost	Shop Electrical Supply	\$9.80
2960-124432	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	Shop Electrical Supply	\$9.80
2960-124438	7/30/2019	101 016 544 90 31 02	ST-Operating Cost	BlueDEF PW65/PW66/PW67	\$45.74
2960-124438	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	BlueDEF PW65/PW66/PW67	\$45.75
2960-124523	7/30/2019	101 015 543 30 31 00	ME - Operating Costs	Motor Oil	\$84.89
2960-124523	7/30/2019	410 015 531 10 31 00	ME - Operating Costs	Motor Oil	\$84.89
2960-124524	7/30/2019	101 016 544 90 31 02	ST-Operating Cost	Toggles/Boots	\$74.43
2960-124524	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	Toggles/Boots	\$74.43
2960-124664	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	Tie Down Straps PW47	\$18.52
2960-126609	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	Fuse Holder PW75	\$10.44
2960-127136	7/30/2019	001 008 521 50 30 02	LE-Fleet Minor Equipment	TireWt	\$7.07
2960-127870	7/30/2019	001 008 521 50 30 02	LE-Fleet Minor Equipment	Antifreeze	\$13.07
					\$678.24

Vendor: Office of The State Treasurer

Check Number: 48265

Invoice No	Check Date	Account Number	Account Name	Description	Amount
050119 STATE	7/19/2019	633 000 589 30 00 03	State Building Permit Remit	State Court Fees May 2019	\$934.00
050119 STATE	7/19/2019	633 000 589 30 00 04	State Court Remittance	State Court Fees May 2019	\$20,668.93
060119 STATE	7/19/2019	633 000 589 30 00 03	State Building Permit Remit	State Court Fees June 2019	\$839.50
060119 STATE	7/19/2019	633 000 589 30 00 04	State Court Remittance	State Court Fees June 2019	\$19,119.27
					\$41,561.70

Vendor: Outcomes by Levy LLC

Check Number: 48357

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2019-06-LS	7/30/2019	001 013 511 70 40 00	Lobbying Services	Legislative/Regulatory Consulting June 2019	\$4,500.00

Vendor: Owen Equipment Company

Check Number: 48266

Invoice No	Check Date	Account Number	Account Name	Description	Amount
00093859	7/19/2019	410 016 531 10 31 02	SW-Operating Costs	Coupling-No Hub	\$44.17

Vendor: Pace Engineers Inc

Check Number: 48358

Invoice No	Check Date	Account Number	Account Name	Description	Amount
72290	7/30/2019	411 016 594 31 60 00	Decant Facility Project	Engineering Services Decant Facility	\$13,322.30

Vendor: Pacific Rim Code Services Inc

Check Number: 48359

Invoice No	Check Date	Account Number	Account Name	Description	Amount
06-2019	7/30/2019	001 007 558 50 41 04	Permit Related Professional Sr	Plan Review - Dental Clinic BLD2019-0306	\$3,831.31

Vendor: Parnell

Check Number: 48360

Invoice No	Check Date	Account Number	Account Name	Description	Amount
081119 PARNELL	7/30/2019	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - CAC Conference Dallas TX - Parnell	\$363.00

Vendor: Perteet Inc
Check Number: 48267

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20120176.001-49	7/19/2019	301 016 544 40 41 00	Street Op - P&D - 20th St SE	20th Street SE Phase II Segment 1 Design	\$2,474.34
20180104.002-2	7/19/2019	410 016 531 10 41 01	SW-Professional Services	Callow Road Drainage/Permitting Engineering Services	\$7,055.00
					\$9,529.34

Vendor: Pilchuck Equipment Rental and Sales
Check Number: 48361

Invoice No	Check Date	Account Number	Account Name	Description	Amount
85115	7/30/2019	309 016 595 61 63 01	Sidewalk Construction	Core Drill/Bit Rental Returned	\$125.70
					\$125.70

Vendor: Pilchuck Veterinary Hospital
Check Number: 48362

Invoice No	Check Date	Account Number	Account Name	Description	Amount
625896	7/30/2019	001 008 521 20 31 07	LE-Donation Canine Unit	Haro Exam/Health Certificate	\$108.97
630456	7/30/2019	001 008 521 20 31 07	LE-Donation Canine Unit	Cia Exam & Treatment Services	\$325.77
632652	7/30/2019	001 008 521 20 31 07	LE-Donation Canine Unit	Veterinary Finance Charges	\$1.15
					\$435.89

Vendor: Planning Association of Washington
Check Number: 48363

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1490	7/30/2019	001 007 558 50 41 03	PL-Advertising	Associate Planner Job Posting	\$50.00
					\$50.00

Vendor: Powerplan
Check Number: 48364

Invoice No	Check Date	Account Number	Account Name	Description	Amount
11607925	7/30/2019	101 015 543 30 31 00	ME - Operating Costs	Test/Repair Manuel PW31	\$866.94
					\$866.94

Vendor: Precision Turf Equipment LLC
Check Number: 48365

Invoice No	Check Date	Account Number	Account Name	Description	Amount
12088-40471	7/30/2019	001 010 576 80 31 00	PK-Operating Costs	Honda Blade/Mulching Blade/Fuel Filter/Oil Filter/Edger Blade	\$221.75
					\$221.75

Vendor: Public Safety Testing Inc
Check Number: 48366

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2019-0401	7/30/2019	001 008 521 20 41 00	LE-Professional Services	Q2 2019 Recruiting Assistance - Police Officer	\$450.00
					\$450.00

Vendor: Puget Sound Energy
Check Number: 48268

Invoice No	Check Date	Account Number	Account Name	Description	Amount
24316495 0719	7/19/2019	001 010 576 80 47 00	PK-Utilities	Natural Gas - City Shop	\$16.17
24316495 0719	7/19/2019	101 016 543 50 47 00	ST-Utilities	Natural Gas - City Shop	\$16.16
24316495 0719	7/19/2019	410 016 531 10 47 00	SW-Utilities	Natural Gas - City Shop	\$16.17
3723810 0719	7/19/2019	001 008 521 50 47 00	LE-Facility Utilities	Natural Gas - N Lakeshore Dr	\$73.95
90630665	7/19/2019	001 010 576 80 47 00	PK-Utilities	Installation of Natural Gas Distribution Facilities - City Shop	\$97.78
90630665	7/19/2019	101 016 543 50 47 00	ST-Utilities	Installation of Natural Gas Distribution Facilities - City Shop	\$97.79
90630665	7/19/2019	410 016 531 10 47 00	SW-Utilities	Installation of Natural Gas Distribution Facilities - City Shop	\$97.81
					\$415.83

Vendor: Republic Services 197

Check Number: 48269

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0197-002464794	7/19/2019	001 013 518 20 47 02	GG - Utilities for Rentals	Dumpster Services 12202 N Lakeshore Dr	\$132.22
0197-002465708	7/19/2019	001 010 576 80 45 01	PK- Dumpster Service	Dumpster Services City Shop	\$332.08
0197-002465708	7/19/2019	101 016 542 30 45 01	ST-Dumpster Service	Dumpster Services City Shop	\$332.08
0197-002465708	7/19/2019	410 016 531 10 45 00	SW-Dumpster Service	Dumpster Services City Shop	\$332.08
0197-002466276	7/19/2019	001 013 518 20 45 01	GG-Dumpster Service	Dumpster Services City Hall	\$433.81
					\$1,562.27

Vendor: Rexel USA Inc

Check Number: 48367

Invoice No	Check Date	Account Number	Account Name	Description	Amount
V516770	7/30/2019	305 010 594 76 60 00	North Cove Park Cap-Local	Conduit/PVC Adapter/GFCI - North Cove	\$716.95
V517162	7/30/2019	305 010 594 76 60 00	North Cove Park Cap-Local	PVC Conduit/Caps	\$896.37
V564663	7/30/2019	001 010 576 80 31 00	PK-Operating Costs	Coil/Glo Stix Kit/Fishstix Kit/Naileater	\$137.60
V564663	7/30/2019	101 016 544 90 31 02	ST-Operating Cost	Coil/Glo Stix Kit/Fishstix Kit/Naileater	\$137.60
V564663	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	Coil/Glo Stix Kit/Fishstix Kit/Naileater	\$137.60
V597411	7/30/2019	101 015 543 30 31 00	ME - Operating Costs	Triple Aluminum Conductor	\$742.89
V598194	7/30/2019	305 010 594 76 60 00	North Cove Park Cap-Local	T-Box/Stranded Copper/Wire Stripper - North Cove	\$1,897.48
V616064	7/30/2019	302 010 594 76 61 01	PM - North Cove Capital	Conduit/Connectors/Splicers/Pipeclamp - Williams Property	\$616.86
V627463	7/30/2019	001 010 576 80 31 00	PK-Operating Costs	Sub Panel/Splicer/Def Purpose	\$133.72
V627463	7/30/2019	101 016 544 90 31 02	ST-Operating Cost	Sub Panel/Splicer/Def Purpose	\$133.72
V627463	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	Sub Panel/Splicer/Def Purpose	\$133.72
V648903	7/30/2019	302 010 594 76 61 01	PM - North Cove Capital	GFCI/Connectors/Breakers - Williams Property	\$594.83
V665111	7/30/2019	302 010 594 76 61 01	PM - North Cove Capital	Plastic Insul Bshg/Pipe Clamp - Williams Property	\$809.93
V695406	7/30/2019	001 010 576 80 31 00	PK-Operating Costs	GFI/Screw in Connector/Bit Step	\$251.52
					\$7,340.79

Vendor: Right On Heating & Sheet Metal Inc

Check Number: 48368

Invoice No	Check Date	Account Number	Account Name	Description	Amount
25142	7/30/2019	001 013 518 20 48 00	GG-Repair & Maintenance	HVAC Winter Service - City Buildings	\$500.46

Vendor: Seattle Kokon Taiko

Check Number: 48270

Invoice No	Check Date	Account Number	Account Name	Description	Amount
071919 TAIKO	7/19/2019	001 007 571 00 30 00	PL-Park & Recreation	Music by the Lake 2019	\$1,245.00

Vendor: Six Robblees Inc

Check Number: 48369

Invoice No	Check Date	Account Number	Account Name	Description	Amount
14-386259	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	Lamps/Grommets	\$37.74
14-386259-1	7/30/2019	101 016 544 90 31 02	ST-Operating Cost	Grommets	\$6.67
14-386259-1	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	Grommets	\$6.67
14-386539	7/30/2019	001 010 576 80 48 00	PK-Repair & Maintenance	D-Rings	\$119.36
14-386776	7/30/2019	101 016 544 90 31 02	ST-Operating Cost	Tiedown/Ratchet	\$184.21
14-386776	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	Tiedown/Ratchet	\$184.21
14-386778	7/30/2019	101 016 544 90 31 02	ST-Operating Cost	Artic Cables	\$64.31
14-386778	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	Artic Cables	\$64.31
14-386869	7/30/2019	101 016 544 90 31 02	ST-Operating Cost	Triple Tow Bar Shop Trucks	\$135.45
14-386869	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	Triple Tow Bar Shop Trucks	\$135.44

14-386910	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	LED Beacon /Directional LED	\$805.77
14-387024	7/30/2019	101 016 544 90 31 02	ST-Operating Cost	Tiedown/Ratchet/D-Ring	\$101.41
14-387024	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	Tiedown/Ratchet/D-Ring	\$101.41
\$1,946.96					

Vendor: Smarsh Inc

Check Number: 48271

Invoice No	Check Date	Account Number	Account Name	Description	Amount
INV00523021	7/19/2019	510 006 518 80 49 05	LR - Smarsh	Archiving Platform	\$666.00
\$666.00					

Vendor: Smernis Enterprises

Check Number: 48370

Invoice No	Check Date	Account Number	Account Name	Description	Amount
427740	7/30/2019	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Tire Change/10K Service/Fluid Flush/Brake Pads	\$1,794.92
\$1,794.92					

Vendor: Snohomish County 911

Check Number: 48371

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1608	7/30/2019	001 008 528 00 41 00	LE - Snopac Dispatch	Dispatch Services	\$28,214.30
\$28,214.30					

Vendor: Snohomish County Dept of Info Services

Check Number: 48272

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I000501644	7/19/2019	510 006 518 80 49 12	LR - Datacenter Rack Spc SnoCo	Annual Networking & Hosting Services	\$5,400.00
\$5,400.00					

Vendor: Snohomish County Finance Department

Check Number: 48273

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I000501803	7/19/2019	101 016 544 90 31 02	ST-Operating Cost	Solid Waste Dumping	\$38.00
\$38.00					

Vendor: Snohomish County Human Service

Check Number: 48372

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1000502319	7/30/2019	001 013 566 00 41 00	GG - Liquor Tax to SnoCo	Q1 2019 Liquor Excise Taxes	\$2,309.09
\$2,309.09					

Vendor: Snohomish County Planning

Check Number: 48373

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I000502863	7/30/2019	001 007 559 30 41 00	PB-Professional Srv	June 2019 ILA Building Inspections Hours	\$582.00
\$582.00					

Vendor: Snohomish County PUD

Check Number: 48274

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100392755	7/19/2019	001 010 576 80 47 00	PK-Utilities	203582010 Lundein Restrooms Electric	\$125.15
100392755	7/19/2019	001 010 576 80 47 00	PK-Utilities	203582010 Lundein Restrooms Water	\$1,537.87
100392755	7/19/2019	001 012 557 30 40 01	CS - VIC Utilities	203582010 Visitor Information Center Electric	\$62.14
100392755	7/19/2019	101 016 542 63 47 00	ST-Lighting - Utilities	203582010 Street Lights	\$46.94
105152236	7/19/2019	001 010 576 80 47 00	PK-Utilities	200206019 Parks Electric	\$23.09
105152236	7/19/2019	001 010 576 80 47 00	PK-Utilities	200206019 Parks Water	\$69.56
105152236	7/19/2019	001 012 572 20 47 00	CS-Library-Utilities	200206019 Library Electric	\$305.87
105152236	7/19/2019	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Admin Electric	\$108.55

105152236	7/19/2019	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Electric	\$219.13
105152236	7/19/2019	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Water	\$582.28
105152236	7/19/2019	001 013 518 20 47 00	GG-Utilities	200206019 Library Water	\$89.90
105152236	7/19/2019	101 016 542 63 47 00	ST-Lighting - Utilities	200206019 Street Lights	\$87.28
108458562	7/19/2019	001 008 521 50 47 00	LE-Facility Utilities	200558690 Police N Lakeshore Dr Electric	\$110.30
108458562	7/19/2019	001 008 521 50 47 00	LE-Facility Utilities	200558690 Police N Lakeshore Dr Water	\$24.55
108458562	7/19/2019	001 013 518 20 47 02	GG - Utilities for Rentals	200558690 12202 N Lakeshore Dr Water	\$24.75
108462980	7/19/2019	101 016 542 63 47 00	ST-Lighting - Utilities	200363505 Traffic Signal	\$67.63
111761456	7/19/2019	001 010 576 80 47 00	PK-Utilities	222191298 North Cove Park Water	\$53.18
111762567	7/19/2019	001 010 576 80 47 00	PK-Utilities	222205049 Nourse Park Electric	\$22.81
115063781	7/19/2019	101 016 542 63 47 00	ST-Lighting - Utilities	201860178 Traffic Signal 9101 Market Pl	\$110.64
118382287	7/19/2019	101 016 542 63 47 00	ST-Lighting - Utilities	201973682 Street Lights	\$47.38
118384939	7/19/2019	001 012 575 30 47 00	CS-Historical-Utilities	202289237 Museum	\$16.38
118384939	7/19/2019	001 012 575 51 47 00	CS-Grimm House Utilities	202289237 Grimm House	\$16.38
121688223	7/19/2019	101 016 542 63 47 00	ST-Lighting - Utilities	202013249 Traffic Signal 1933 79th Ave SE	\$86.06
121688223	7/19/2019	101 016 542 64 47 00	ST-Traffic Control -Utility	202013249 Traffic Signal 7441 20th St SE	\$62.35
121693847	7/19/2019	001 010 576 80 47 00	PK-Utilities	201487055 2424 Soper Hill Rd Mobile Electric	\$22.21
121693847	7/19/2019	001 010 576 80 47 00	PK-Utilities	201487055 2424 Soper Hill Rd Mobile Water	\$48.50
121695642	7/19/2019	001 012 575 50 47 00	CS-Community Center-Utilities	200860922 Community Center	\$77.19
128288580	7/19/2019	001 010 576 80 47 00	PK-Utilities	202340527 Decant Yard	\$6.83
128288580	7/19/2019	101 016 543 50 47 00	ST-Utilities	202340527 Decant Yard	\$6.83
128288580	7/19/2019	410 016 531 10 47 00	SW-Utilities	202340527 Decant Yard	\$6.83
128293076	7/19/2019	101 016 542 63 47 00	ST-Lighting - Utilities	201595113 Street Lights	\$147.40
141425393	7/19/2019	101 016 542 63 47 00	ST-Lighting - Utilities	203731153 Traffic Signals	\$148.44
141431102	7/19/2019	101 016 542 63 47 00	ST-Lighting - Utilities	202648705 Street Lights	\$47.34
144771878	7/19/2019	101 016 542 63 47 00	ST-Lighting - Utilities	204719074 Catherine Creek Bridge Lights	\$22.90
148059674	7/19/2019	001 010 576 80 47 00	PK-Utilities	221860174 Frontier Circle Park Electric	\$17.17
148060281	7/19/2019	101 016 542 63 47 00	ST-Lighting - Utilities	205338056 SR92 Roundabout at113th	\$48.11
151360574	7/19/2019	101 016 542 63 47 00	ST-Lighting - Utilities	202624367 Street Lights	\$12,059.87
160984666	7/19/2019	101 016 542 63 47 00	ST-Lighting - Utilities	202988481 Street Lights	\$172.87
160986220	7/19/2019	101 016 542 63 47 00	ST-Lighting - Utilities	202648101 Street Lights Soper Hill Annex	\$1,422.24
160986221	7/19/2019	101 016 542 63 47 00	ST-Lighting - Utilities	202670725 Street Lights	\$1,216.86
160992801	7/19/2019	101 016 542 63 47 00	ST-Lighting - Utilities	205320781 SR92 Roundabout at 99th	\$37.75
					\$19,409.51

Vendor: Snohomish County PUD

Check Number: 48374

Invoice No	Check Date	Account Number	Account Name	Description	Amount
105156158	7/30/2019	001 010 576 80 47 00	PK-Utilities	222191314 20th St Ballfield Water	\$53.18
111765461	7/30/2019	001 010 576 80 47 00	PK-Utilities	200493443 Catherine Creek Park Electric	\$16.60
115069381	7/30/2019	101 016 542 63 47 00	ST-Lighting - Utilities	200178218 Street Lights 8533 15th St NE	\$69.45
115069381	7/30/2019	101 016 542 63 47 00	ST-Lighting - Utilities	200178218 Traffic Signal 8718 17th St NE	\$128.58
115070397	7/30/2019	001 010 576 80 47 00	PK-Utilities	221908015 City Shop Mechanic	\$47.23
115070397	7/30/2019	101 016 543 50 47 00	ST-Utilities	221908015 City Shop Mechanic	\$47.21
115070397	7/30/2019	410 016 531 10 47 00	SW-Utilities	221908015 City Shop Mechanic	\$47.22
148064105	7/30/2019	001 008 521 50 47 00	LE-Facility Utilities	203033030 Police Dept Electric	\$547.99
148064105	7/30/2019	001 008 521 50 47 00	LE-Facility Utilities	203033030 Police Dept Water	\$141.51
154615439	7/30/2019	001 010 576 80 47 00	PK-Utilities	203599006 City Shop Electric/Water	\$185.29
154615439	7/30/2019	101 016 543 50 47 00	ST-Utilities	203599006 City Shop Electric/Water	\$185.29

154615439	7/30/2019	410 016 531 10 47 00	SW-Utilities	203599006 City Shop Electric/Water	\$185.35
154616804	7/30/2019	101 016 542 63 47 00	ST-Lighting - Utilities	203728159 Traffic Signal	\$49.13
					\$1,704.03

Vendor: Snohomish County PW S

Check Number: 48375

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1000508873	7/30/2019	410 016 531 10 41 07	SW - Billing Fees	ILA Billing - Surface Water Mgmt April-June 2019	\$2,108.34
					\$2,108.34

Vendor: Snohomish County Sheriffs Office

Check Number: 48275

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2019-5279	7/19/2019	001 008 523 60 41 00	LE-Jail	Jail Services May 2019	\$24,580.03
2019-5303	7/19/2019	001 008 523 60 41 00	LE-Jail	Jail Services Medical May 2019	\$761.47
					\$25,341.50

Vendor: Snohomish County Sheriffs Office

Check Number: 48376

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I000505838	7/30/2019	001 008 521 30 41 00	LE-Drug Task Force	Jan-June 2019 JAG Contributions	\$4,096.00
I000506259	7/30/2019	001 008 521 30 41 00	LE-Drug Task Force	July-Dec 2019 JAG Contributions	\$4,096.00
					\$8,192.00

Vendor: Snohomish County Treasurer

Check Number: 48276

Invoice No	Check Date	Account Number	Account Name	Description	Amount
071519 SNOCO	7/19/2019	633 000 589 30 00 06	Crime Victims Compensation	Crime Victims Compensation May 2019	\$279.15
071619 SNOCO	7/19/2019	633 000 589 30 00 06	Crime Victims Compensation	Crime Victims Compensation June 2019	\$290.10
					\$569.25

Vendor: Sound Publishing Inc

Check Number: 48277

Invoice No	Check Date	Account Number	Account Name	Description	Amount
7925925	7/19/2019	001 007 558 50 41 03	PL-Advertising	Job Advertisment - Building Official	\$533.00
7925925	7/19/2019	410 016 531 10 41 05	SW-Advertising	Job Advertisment - Engineering Tech	\$463.00
					\$996.00

Vendor: Sound Publishing Inc

Check Number: 48377

Invoice No	Check Date	Account Number	Account Name	Description	Amount
EDH862615	7/30/2019	001 007 558 50 41 03	PL-Advertising	LUA2018-0156 Adrian Annexation	\$118.98
EDH862767	7/30/2019	001 007 558 50 41 04	Permit Related Professional Sr	LUA2019-0080/0081 Costco Site Plan & Deisgn Review	\$79.40
EDH862954	7/30/2019	001 007 558 50 41 03	PL-Advertising	LUA2018-0109 Fence/Wall/Hedge Regulations	\$79.40
EDH863323	7/30/2019	001 013 518 30 41 01	GG-Advertising	Ordinances 984/1060	\$41.39
EDH863376	7/30/2019	001 013 518 30 41 01	GG-Advertising	Civil Service Commission Special Meeting	\$34.15
EDH864535	7/30/2019	001 013 518 30 41 01	GG-Advertising	CC Special Meeting	\$25.10
EDH864750	7/30/2019	301 016 595 61 64 02	T1Z3 - S. Lake Stevens Rd	S Lake Stevens Rd Multi Use Path Advertisment	\$176.90
EDH865159	7/30/2019	001 013 518 30 41 01	GG-Advertising	Ordinances 1061/1062/1063	\$54.06
					\$609.38

Vendor: Sound Safety Products Co Inc

Check Number: 48378

Invoice No	Check Date	Account Number	Account Name	Description	Amount
289836/1	7/30/2019	410 016 531 10 31 00	SW-Clothing	Dungarees	\$182.77
290112/1	7/30/2019	410 016 531 10 31 00	SW-Clothing	Washed Denim Logger	\$10.43
					\$193.20

Vendor: Sound Security Inc

Check Number: 48278

Invoice No	Check Date	Account Number	Account Name	Description	Amount
935469	7/19/2019	001 013 518 20 41 00	GG-Professional Service	Fire & Security Monitoring CH July 2019	\$571.04
					\$571.04

Vendor: SSHI LLC

Check Number: 48279

Invoice No	Check Date	Account Number	Account Name	Description	Amount
071719 DRHORTON	7/19/2019	001 000 389 90 00 00	Refunds or Overpayments	Refund Overpayment on Building Permit BDL2019-0400	\$1,619.35
					\$1,619.35

Vendor: Stellar Event Rentals

Check Number: 48280

Invoice No	Check Date	Account Number	Account Name	Description	Amount
071719 STELLAR	7/19/2019	001 007 571 00 30 00	PL-Park & Recreation	Tent Rental Music by the Lake 07/21/2019	\$1,114.00
					\$1,114.00

Vendor: Stericycle Inc

Check Number: 48281

Invoice No	Check Date	Account Number	Account Name	Description	Amount
3004742849	7/19/2019	001 008 521 20 41 01	LE-Professional Serv-Fixed	Hazardous Waste Disposal	\$10.36
					\$10.36

Vendor: Strom Holdings LLC

Check Number: 48282

Invoice No	Check Date	Account Number	Account Name	Description	Amount
071919 STROM	7/19/2019	001 007 571 00 30 00	PL-Park & Recreation	Music by the Lake 2019	\$1,000.00
					\$1,000.00

Vendor: Tacoma Screw Products Inc

Check Number: 48379

Invoice No	Check Date	Account Number	Account Name	Description	Amount
18245993	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	Safety Glasses	\$25.23
18247530	7/30/2019	101 016 544 90 31 02	ST-Operating Cost	Magnetic Nut Setter/Cap Screws/Washers	\$23.21
18247530	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	Magnetic Nut Setter/Cap Screws/Washers	\$23.21
18247531	7/30/2019	101 016 544 90 31 02	ST-Operating Cost	Gatorline Spools	\$120.57
18247531	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	Gatorline Spools	\$120.58
18248353	7/30/2019	101 016 544 90 31 02	ST-Operating Cost	Cleaner/Nut Setter/Gloves/Power Bits/Washers	\$218.46
18248353	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	Cleaner/Nut Setter/Gloves/Power Bits/Washers	\$218.46
18248354	7/30/2019	101 016 544 90 31 02	ST-Operating Cost	Jumbo Head Drive Rivet	\$147.32
18248354	7/30/2019	410 016 531 10 31 02	SW-Operating Costs	Jumbo Head Drive Rivet	\$147.33
18248584	7/30/2019	001 010 576 80 31 00	PK-Operating Costs	Credit Gatorline Spools	(\$182.25)
18248585	7/30/2019	001 010 576 80 31 00	PK-Operating Costs	Credit Gatorline Spools	(\$60.42)
					\$801.70

Vendor: Teamsters Local No 763

Check Number: 48221

Invoice No	Check Date	Account Number	Account Name	Description	Amount
071019	7/11/2019	001 000 284 00 00 00	Payroll Liability Other	Union Dues	\$1,004.00
					\$1,004.00

Vendor: Technological Services Inc

Check Number: 48380

Invoice No	Check Date	Account Number	Account Name	Description	Amount
13092	7/30/2019	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Carburetor/Filters/Service/Window Repair A-64-99	\$986.54
13154	7/30/2019	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lub/Misc Electrical Service I-15-70	\$215.95

13171	7/30/2019	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Tire Repair PT-16-60	\$193.10
13245	7/30/2019	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube PT-19-82	\$81.14
13249	7/30/2019	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube PT-19-83	\$81.14
13257	7/30/2019	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Filters/Fluids/Tire Service PT-18-79	\$185.86
13338	7/30/2019	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Filters/Fluids/Wipers/Brake Inspect PT-16-61	\$157.19
13391	7/30/2019	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lub/Oil/Filter Service PT-19-81	\$81.14
					\$1,982.06

Vendor: The Seattle Times

Check Number: 48283

Invoice No	Check Date	Account Number	Account Name	Description	Amount
891543	7/19/2019	001 007 558 50 41 03	PL-Advertising	Job Advertisement - Building Official	\$1,204.80
892826	7/19/2019	001 007 558 50 41 03	PL-Advertising	Job Advertisement - Building Official	\$630.00
					\$1,834.80

Vendor: Thomco Aggregate LLC

Check Number: 48381

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1914	7/30/2019	302 010 594 76 61 01	PM - North Cove Capital	Sidewalk Removal - Williams Property	\$607.29
1923	7/30/2019	302 010 594 76 61 01	PM - North Cove Capital	Sidewalk Removal - Williams Property	\$2,811.48
					\$3,418.77

Vendor: Trinity Contractors Inc

Check Number: 48284

Invoice No	Check Date	Account Number	Account Name	Description	Amount
5	7/19/2019	309 016 595 61 60 01	Safer Routes - 91st/4th St.SE	Safe Routes - Sidewalk Improvements	\$10,464.00
					\$10,464.00

Vendor: United Rentals North America Inc

Check Number: 48285

Invoice No	Check Date	Account Number	Account Name	Description	Amount
167357874-004	7/19/2019	302 010 594 76 61 01	PM - North Cove Capital	Dozer Rental - North Cove Williams Property	\$7,410.91
					\$7,410.91

Vendor: UPS

Check Number: 48286

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0000074Y42259	7/19/2019	001 008 521 20 42 00	LE-Communication	Evidence Shipping	\$21.40
0000074Y42269	7/19/2019	001 008 521 20 42 00	LE-Communication	Evidence Shipping	\$42.80
					\$64.20

Vendor: UPS

Check Number: 48382

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0000074Y42279	7/30/2019	001 008 521 20 42 00	LE-Communication	Evidence Shipping	\$34.99
0000074Y42289	7/30/2019	001 008 521 20 42 00	LE-Communication	Evidence Shipping	\$17.99
0000074Y42299	7/30/2019	001 008 521 20 42 00	LE-Communication	Evidence Shipping	\$1.28
					\$54.26

Vendor: Vantagepoint Transfer Agents - 108991

Check Number: 48222

Invoice No	Check Date	Account Number	Account Name	Description	Amount
071019	7/11/2019	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	\$363.39
					\$363.39

Vendor: Vantagepoint Transfer Agents - 108991

Check Number: 48383

Invoice No	Check Date	Account Number	Account Name	Description	Amount
072519	7/30/2019	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	\$363.39 \$363.39

Vendor: Vantagepoint Transfer Agents - 307428

Check Number: 48223

Invoice No	Check Date	Account Number	Account Name	Description	Amount
071019	7/11/2019	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	\$1,880.02 \$1,880.02

Vendor: Vantagepoint Transfer Agents - 307428

Check Number: 48384

Invoice No	Check Date	Account Number	Account Name	Description	Amount
072519	7/30/2019	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	\$1,880.02 \$1,880.02

Vendor: Verizon Northwest

Check Number: 48287

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9832711172	7/19/2019	001 008 521 20 42 00	LE-Communication	Wireless Phone Service PD	\$2,620.10
9833198896	7/19/2019	001 001 511 60 42 00	Legislative - Communication	Wireless Phone Service Council	\$332.50
9833198896	7/19/2019	001 001 513 10 42 00	Executive - Communication	Wireless Phone Service Executive	\$45.08
9833198896	7/19/2019	001 002 513 11 42 00	AD-Communications	Wireless Phone Service Admin	\$45.08
9833198896	7/19/2019	001 005 518 10 42 00	HR-Communications	Wireless Phone Service HR	\$90.16
9833198896	7/19/2019	001 006 518 80 42 00	IT-Communications	Wireless Phone Service IT	\$95.16
9833198896	7/19/2019	001 007 558 50 42 00	PL-Communication	Wireless Phone Service Planning	\$135.24
9833198896	7/19/2019	001 007 559 30 42 00	PB-Communication	Wireless Phone Service Building	\$200.12
9833198896	7/19/2019	001 010 576 80 42 00	PK-Communication	Wireless Phone Service PW	\$778.89
9833198896	7/19/2019	101 016 543 30 42 00	ST-Communications	Wireless Phone Service PW	\$778.90
9833198896	7/19/2019	410 016 531 10 42 00	SW-Communications	Wireless Phone Service PW	\$778.90
					\$5,900.13

Vendor: WAPRO

Check Number: 48385

Invoice No	Check Date	Account Number	Account Name	Description	Amount
3148	7/30/2019	001 003 514 20 49 00	CC-Miscellaneous	WAPRO Membership - Pugh	\$25.00 \$25.00

Vendor: Washington Dept of Ecology

Check Number: 48386

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2019-RS-WAR0455	7/30/2019	410 016 531 10 41 08	SW-DOE Annual Permit	Stormwater Action Monitoring (SAM) Program	\$14,845.00
2019-WAR307428	7/30/2019	305 010 594 76 60 00	North Cove Park Cap-Local	Stormwater Discharge Permit North Cove Park	\$282.80
2019-WAR307429	7/30/2019	301 016 595 61 64 02	TIZ3 - S. Lake Stevens Rd	Stormwater Discharge Permit South LS Rd Multi Use Path	\$460.00

\$15,587.80

Vendor: Washington State Criminal Justice

Check Number: 48288

Invoice No	Check Date	Account Number	Account Name	Description	Amount
201132775	7/19/2019	001 008 521 40 49 01	LE-Registration Fees	Registration - Firearms Patrol Ridle Instructor Recerts - Irwin	\$200.00 \$200.00

Vendor: Washington State Patrol

Check Number: 48289

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I19008892	7/19/2019	633 000 589 30 00 10	Gun Permit - WSP Remittance	Weapons Permit Background Checks June 2019	\$404.25 \$404.25

Vendor: Washington State Patrol

Check Number: 48290

Invoice No	Check Date	Account Number	Account Name	Description	Amount
T1900139	7/19/2019	001 008 521 40 49 01	LE-Registration Fees	Collision Investigation Adv Class Reimbursement - Holland	\$943.76 \$943.76

Vendor: Washington State Support Registry

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
071019	7/11/2019	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	\$163.50
072519	7/30/2019	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	\$163.50 \$327.00

Vendor: Washington Tractor Inc

Check Number: 48387

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1878492	7/30/2019	101 016 544 90 31 02	ST-Operating Cost	Pin PW30	\$23.75 \$23.75

Vendor: Watts

Check Number: 48291

Invoice No	Check Date	Account Number	Account Name	Description	Amount
070119 WATTS	7/19/2019	001 007 571 00 30 00	PL-Park & Recreation	Yoga by the Lake 06/01/2019 & 06/15/2019	\$150.00 \$150.00

Vendor: Weed Graafstra & Associates Inc

Check Number: 48388

Invoice No	Check Date	Account Number	Account Name	Description	Amount
070119 WGA	7/30/2019	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services - General Matters	\$1,395.00
070119 WGA	7/30/2019	001 011 515 45 41 00	Ext Litigation - City Atty	Legal Services - General Matters	\$13,084.25 \$14,479.25

Vendor: Welch

Check Number: 48292

Invoice No	Check Date	Account Number	Account Name	Description	Amount
011819 WELCH	7/19/2019	001 001 511 60 49 02	Legislative - C.C.Retreat	PerDiem - Meal Council Retreat 2019 - Welch	\$25.00 \$25.00

Vendor: West Marine Pro

Check Number: 48389

Invoice No	Check Date	Account Number	Account Name	Description	Amount
002347	7/30/2019	001 008 521 21 31 00	LE-Boating Minor Equipment	Mask-Fox Blk	\$86.96
009987	7/30/2019	001 008 521 21 31 00	LE-Boating Minor Equipment	Credit - Special Order Deposit	(\$14.24) \$72.72

Vendor: Western Conference of Teamsters Pension Trust

Check Number: 48224

Invoice No	Check Date	Account Number	Account Name	Description	Amount
071019	7/11/2019	001 000 282 00 00 00	Payroll Liability Retirement	Employee Contributions - Teamster Pension	\$2,889.90 \$2,889.90

Vendor: Willards Pest Control Co

Check Number: 48390

Invoice No	Check Date	Account Number	Account Name	Description	Amount
246630	7/30/2019	001 013 518 20 41 00	GG-Professional Service	Pest Control City Hall	\$112.73
246631	7/30/2019	001 008 521 20 31 01	LE-Fixed Minor Equipment	Pest Control	\$52.48
246632	7/30/2019	001 008 521 20 31 01	LE-Fixed Minor Equipment	All Nuisance Ants Police Department	\$52.48
					\$217.69

Vendor: Wynne and Sons Inc

Check Number: 48391

Invoice No	Check Date	Account Number	Account Name	Description	Amount
60946	7/30/2019	001 000 369 91 00 00	Miscellaneous Revenue - Other	Posters Lundein Park - LS Arts & Parks Foundation	\$631.35
60977	7/30/2019	001 007 559 30 31 00	PB-Office Supplies	Business Cards - S Perron	\$76.86
61126	7/30/2019	001 007 571 00 30 00	PL-Park & Recreation	Coroplast Signs - LS Arts Commission	\$199.95
					\$908.16

Vendor: Zachor and Thomas Inc PS

Check Number: 48293

Invoice No	Check Date	Account Number	Account Name	Description	Amount
19-LKS0006	7/19/2019	001 011 515 41 41 02	Ext Consult - Prosecutor Fees	Prosecution Services June 2019	\$11,889.09
					\$11,889.09

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

Tuesday, July 9, 2019

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 John Spencer

ELECTED OFFICIALS PRESENT: Councilmembers Kim Daughtry, Gary Petershagen, Kurt Hilt, Todd Welch, Rauchel McDaniel, Brett Gailey

ELECTED OFFICIALS ABSENT: Councilmember Marcus Tageant

STAFF MEMBERS PRESENT: Finance Director Barb Stevens, Community Development Director Russ Wright, Public Works Director Eric Durpos, Associate Planner Dillon Roth, Police Sgt. Dean Thomas, Human Resources Director Teri Smith, Human Resources/Executive Assistant Julie Good, City Clerk Kathy Pugh, City Attorney Greg Rubstello

OTHERS:

Pledge of Allegiance: Mayor Spencer led the pledge of allegiance.

Roll Call: Moved by Councilmember Welch, seconded by Councilmember Hilt, to excuse Councilmember Tageant from the meeting. On vote the motion carried (6-0-0-1).

Approval of Agenda: Councilmember Gailey requested a discussion regarding the Sign Ordinance be added to action items.

MOTION: Moved by Councilmember Welch, seconded by Councilmember Daughtry, to approve the agenda with the addition of an action item, Sign Ordinance. On vote the motion carried (6-0-0-1).

Guest Business: Veterans Commissioner Shawn Frederick introduced Jason Parzyk, owner of Lake Stevens Brewing and a Navy veteran, and presented him with a certificate recognizing Lake Stevens Brewing as a veteran-owned business.

Citizen Comments:

Matt Tabor, 9502 – 170th Place NE, Lake Stevens, introduced himself and said he is the new managing director of the Lake Stevens Chamber of Commerce. He commented he recently bought a home in Lake Stevens, and he and his family already feel a part of the community. He looks forward to working with the Chamber for the benefit of the community.

John Graham, 9017 – 180th Street SE, Snohomish, is president of the NW Quad Association. He requested an amendment to the WATV ordinance to include street legal ATV's.

Council Business:

- Councilmember Daughtry: Music by the Lake, Aquafest.
- Councilmember Petershagen: Sewer Utility Committee meeting, Music by the Lake, 4th of July.
- Councilmember Gailey: Music by the Lake, Waste Management, sidewalks.
- Councilmember Welch: Music by the Lake.

Mayor's Business: Legislators visit today to thank them, highlighted North Cove Park and discussed future funding needs in the city, including pursuing grant funding. Sewer Utility Committee meeting, Special Council Meeting on August 7.

City Department Report:

- Community Development Director Russ Wright: Park Board, Trail Master Plan, Legislators Meeting today, Public Meeting for Costco on July 11, recently passed land use ordinances are posted to web site.
- Public Works Director Eric Durpos: Milfoil survey, minimal but located other native nuisance vegetation including pond weed and lake lily that need to be treated, North Cove Park contractor started, utilities for Pavilion building, Williams property.
- Police Sgt. Dean Thomas: 4th of July.

Consent Agenda:

MOTION: Moved by Councilmember Welch, seconded by Councilmember Hilt, to approve (A) 2019 Vouchers [Payroll Direct Deposits of \$229,500.12, Payroll Check Nos. 48135-48136 totaling \$2,867.58, Electronic Funds Transfers (ACH) of \$150,745.13, Claims Check Nos. 48137-48212 totaling \$453,172.54, Void Check Nos. 46803 and 48096 totaling (\$1,683.62), Total Vouchers Approved: \$834,601.75], (B) City Council Regular Meeting Minutes of June 25, 2019, (C) City Council Workshop Meeting Minutes of July 2, 2019, (D) Ordinance 1062 Amending 2019 Budget, (E) Final Acceptance of 91st Avenue SE and 4th Street SE Sidewalk Improvement Project, and (F) 2019 Aquafest Request to Serve Beer and Wine in VIP Booth. On vote the motion carried (6-0-0-1).

Public Hearing:

Ordinance 1061 re Adrian Annexation: Mayor Spencer opened the public hearing.

Planner Roth presented the staff report and reviewed the history of this annexation. Planner Roth explained over the last several months the City Council held public hearings to accept the 10% and 60% Adrian Annexation petitions and land use and zoning designations in the annexation area. During the annexation review process, Snohomish County requested the annexation be expanded to include two additional county-owned parcels with the ownership of these two parcels transferring to the city as a separate process. The City Council held another public hearing on March 26, 2019 to approve resolution 2019-09 expanding the annexation boundaries. On June 14, 2019 the 45-day review period for the Snohomish County Boundary Review Board expired with no request for review so the proposed action is deemed approved. Planner Roth then invited questions from Council and there were none.

Mayor Spencer opened the public comment portion of the public hearing, and there were no public comments.

Mayor Spencer closed the public comment portion of the public hearing, and then closed the public hearing

MOTION: Moved by Councilmember Welch, seconded by Councilmember Petershagen, to Adopt Ordinance 1061 approving the Adrian Annexation and the simultaneous adoption of Land Use and Zoning Designations and requiring the assumption of a proportionate share of existing city indebtedness. On vote the motion carried (6-0-0-1).

Ordinance 1063 Amending LSMC re Fences: Mayor Spencer opened the public hearing.

Director Wright presented the staff report and reviewed the history of this proposed code amendment, including review and discussion by the Planning Commission and receipt of input from the Master Builders Association and interested citizens, followed by a public hearing before the Planning Commission on June 5, 2019. Staff presented the Planning Commission's recommendations to the City Council at the June 18, 2019 workshop, and following discussion Council requested mandatory terracing be removed, which has been done. Staff requests Council approve the amendments as revised. Director Wright then responded questions from Council.

Mayor Spencer then opened the public comment portion of the public hearing.

Dylan Sluder, with the Master Builders Association, thanked the staff and Council for their work on this ordinance and said the ordinance provides options and some flexibility.

Mayor Spencer closed the public comment portion of the public hearing and invited additional questions and comments of Council and there were none.

Mayor Spencer closed the public hearing.

MOTION: Moved by Councilmember Welch, seconded by Councilmember Hilt, to Adopt Ordinance 1063 Amending LSMC Chapters 14.44, 14.48 and 14.80 and Adding Chapter 14.52 Fences, Hedges, and Walls. On vote the motion carried (6-0-0-1).

Councilmember Petershagen thanked the Planning Commission for their work on this ordinance.

Action Items:

Amendment No. 2 to Professional Services Agreement with Land Development

Consultants, Inc. re War Memorial: Director Durpos presented the staff report and explained the city hired Land Development Consultants, Inc. (LDC) to design the North Cove Park improvements. Proposed Amendment No. 2, before Council this evening, is for the design of the Veteran's Memorial from conceptual design to construction staking and surveying; the cost was included in the previously approved budget for this project. He then responded to questions from Council.

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Welch, to authorize the Mayor to execute Amendment No. 2 to Professional Services Agreement with

Land Development Consultants, Inc. (LDC) for design work for the Veteran's Memorial in North Cove Park and to provide construction surveying and staking. On vote the motion carried (6-0-0-1).

Resolution 2019-12 to Place SE Island Annexation Upon an Election Ballot: Director Wright presented the staff report and reviewed the history of the SE Island Annexation. Following Council adoption of Ordinance 1053 annexing the properties, a referendum petition was received requesting this annexation be placed on a ballot for voter consideration. Council was briefed on this request and requested staff move forward with placing this annexation on the ballot for voter consideration.

City Attorney Rubstello explained that by statute the referendum election is to be placed on an election ballot for a general election if there is one scheduled within 90 days of the date of submittal of the petition. The statutory alternative is to have the referendum election on one of the special election dates provided in the statute. There are two remaining election dates this year, one being August 6 and the other being November 5 which happens to be the general election. A special election can run concurrent with a general election date. Responding to Councilmember Daughtry's question regarding the 90-day requirement, Attorney Rubstello clarified the 90 days only comes up if there is a general election within 90 days of the date of receipt of the referendum petition.

Director Wright commented the 90-day period is very short considering the steps required to move a referendum petition forward to a ballot. Responding to Councilmembers' questions, Director Wright said he does not believe there will be an associated cost with placing this referendum on the November ballot, and that voters will be current registered voters who were in the annexation area when the City took the annexation vote.

MOTION: Moved by Councilmember Welch, seconded by Councilmember Petershagen, to adopt Resolution No. 2019-12 setting a date to place the SE Island Annexation on the ballot for voter approval. On vote the motion carried (6-0-0-1).

Sign Ordinance: Councilmember Gailey said he is bringing this forward because of his political signs that are 4 x 8 feet and over-sized and therefore out of compliance with the city's sign code. He recognized the signs are oversized and said he checked with city staff who said he could install them because the city code is not in compliance with the 2015 U.S. Supreme Court decision in Reed v. Gilbert. Councilmember Gailey reviewed the requirements under Reed vs. Gilbert including message content and following the First Amendment. Turning to LSCM 14.68.030 Councilmember Gailey reviewed various sign standards and said that because the code is directed to different sized signs it is not in compliance with Reed vs. Gilbert. He then reviewed research results obtained from Municipal Research and Services Center (MRSC), and commented his research shows the city's sign codes are out of date; he added MRSC does not recommend including a code section on political signs as it is a content-based distinction. Councilmember Gailey proposed a moratorium on enforcement of the sign ordinance until the sign code can be updated.

Attorney Rubstello responded that several cities have used a moratorium to address this concern, and that a moratorium can be placed on an ordinance or certain sections of an ordinance, but to do so requires that a plan be in place to move forward and address the concern. The process requires public hearings before the Planning Commission.

Lake Stevens City Council Regular Meeting Minutes

Director Wright clarified that to move forward with a moratorium, certain requirements under the Growth Management Act must be met including setting a time frame and identifying a public process, including public hearings.

Responding to Mayor Spencer's question, Attorney Rubstello said that a moratorium cannot be enacted this evening. Mayor Spencer said he would like the Council to be able to take some sort of action this evening, and Attorney Rubstello recommended adding this to the August 7 Special Meeting.

Councilmember Gailey asked if the Council could take action to suspend enforcement of the sign code ordinance until August 7. Attorney Rubstello said he can provide staff legal advice in the next few days as to the best administrative options for moving forward until a moratorium can be enacted.

Councilmember Gailey agreed to this path forward.

Executive Session: At 7:55 p.m. Mayor Spencer announced an executive session to last 15 minutes to discuss collective bargaining, with no action to follow.

At 8:11 p.m. Attorney Rubstello advised the executive session was extended 3 minutes.

At 8:14 p.m. the regular meeting of the City Council reconvened.

Adjourn:

Moved by Councilmember Daughtry, seconded by Welch, to adjourn the meeting at 8:14 p.m. On vote the motion carried (6-0-0-1).

John Spencer, Mayor

Kathy Pugh, City Clerk



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**CITY OF LAKE STEVENS
CITY COUNCIL SPECIAL MEETING/RETREAT MINUTES**
Tuesday, July 16, 2019
Brightwater Center
22505 SR 9 SE, Woodinville, WA

CALL TO ORDER: 8:48 a.m. by Mayor John Spencer

ELECTED OFFICIALS PRESENT: Councilmembers Gary Petershagen, Todd Welch, Brett Gailey, Kim Daughtry, Marcus Tageant, Rauchel McDaniel

ELECTED OFFICIALS ABSENT: Councilmember Kurt Hilt

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, Finance Director Barb Stevens, Human Resources Director Teri Smith, Public Works Director Eric Durpos, Police Commander Jeff Beazizo, IT Manager Troy Stevens, Capital Projects Coordinator Aaron Halverson and City Clerk Kathy Pugh

Mayor Spencer called the meeting to order at 8:48 a.m. for the purpose of conducting a special meeting/retreat to discuss city business as summarized below, with no action to be taken. He then turned the meeting over to Council President Petershagen.

January 18-19 Retreat Follow Up: City Administrator Gene Brazel reviewed the 2019 Retreat Takeaways. He commented the primary focus is North Cove Park and added that all items in the list compiled from the January 18-19, 2019 retreat are either in progress or completed. Administrator Brazel anticipated the acquisition of Sunset and Wyatt Parks from the county will be completed by the end of the year. Turning to economic development he said there is not a specific process in place but there have been lots of contacts and conversations from and to developers; Administrator Brazel also anticipated lots of commercial development along the 20th Street SE corridor and that development will be tied to Costco. He added that Fireworks can be placed on the November ballot for an advisory vote, and Councilmember Petershagen noted fireworks are scheduled for further discussion later in the agenda.

Responding to Councilmember Welch's question regarding sidewalks, Public Works Director Durpos said the direction from Council was to update the sidewalk policy as it relates to the construction of single family residences, and he does not believe this is completed yet. The update would be a fee in lieu of installation of sidewalks to avoid construction of sidewalks not connected to other sidewalks.

Mayor Spencer commented that Community Development and Planning Director Wright is working on updating the zoning code and this will be material to development along 20th Street NE. He said there is a tremendous amount of outgoing communication for 20th Street NE and suggested that more outreach needs to be directed to developers. Mayor Spencer commented the Downtown Plan is coming together and added there is a lot going on with affordable housing and that Snohomish County and Snohomish County Tomorrow very involved.

Councilmember McDaniel asked how the Sewer District fits in to the development plans for 20th Street SE and commented the city cannot grow economically if the Sewer District is only concerned with housing and not commercial development. Mayor Spencer suggested a strategy needs to be in place for moving forward with sewer installation and said that sewer is being discussed in conjunction with the 20th Street SE development.

Councilmember Gailey expressed concerns about the waterline and other infrastructure along 20th Street SE. Discussion ensued as to how those lines could be improved now so that development of infrastructure can move forward. Mayor Spencer said he is working with Everett Mayor Cassie Franklin to address concerns and calm the rhetoric. Mayor Spencer said Everett wants to be able to maintain access to the lines, to have assurances that waterlines are protected at North Cove Park, and that crossings are identified so that repairs can be made at these locations rather than repairing or replacing the entire waterline. Mayor Spencer reviewed different scenarios for addressing the waterline and said easements are problematic. He added that Costco has offered to share some of the cost and that there are different approaches to apportion cost to arrive at a fair amount.

Mayor Spencer then commented it is important to complete the development of 91st Street to provide better access and move forward with the righthand turn, and this in turn could stimulate development.

SCT Ad Hoc Committee Appointment: Councilmember Daughtry said he is not able to attend these meetings and suggested another councilmember be appointed. Following discussion there was general agreement to not refill the appointment.

Downtown Plan Status Updates including Relocation of Police Department, Library,

Museum and North Cove Park Update: Administrator Brazel shared an abbreviated slideshow taken from the slideshow shared with the Legislators recently of the downtown improvements and said everything is well underway. Staff continues to look for additional downtown parking and has met with the property owner behind the Buzz Inn to see if that area could be developed as parking.

Director Durpos reviewed the schedule and said the Main Street improvements are at 30% design which allows for cost estimates and the ability to apply for grant funding. The emphasis is now directed to North Cove Park improvements, which are targeted to be completed by the end of the year. Director Durpos briefly reviewed the status of various elements of the park improvements including the War Memorial, construction of the Pavilion and the abatement and demolition of the Williams property structures to provide for build out of the park.

Discussion ensued on how to address the lack of parking at City Hall and generally in the downtown area and there was agreement that a long-term solution is needed for parking.

Director Durpos updated that the Police Department will likely move to its new site by April and that conversations with Sno Isle about moving the library to the old police department building are positive. The City will need to budget for improvements to make the building structurally sound. Other improvements include demolition of the current library location and construction of a festival street, both of which are not currently funded.

Mayor Spencer reminded the Historical Society will need to be relocated and commented on the Butler House which the city recently purchased. Discussion ensued as to where the Grimm

House will be relocated to, and Administrator Brazel said the current proposal is to relocate the Grimm House across the street from the museum, and this is a next step to be figured out.

Financial Forecast including all Capital Project Statuses / Transportation Benefit District

Update: Finance Director Barb Stevens presented a PowerPoint and provided a financial update and forecast, including reviewing the 2019 budget vs actual revenues and expenditures to date, and review of various forecasted scenarios including debt forecasting. She commented the city is may bond the purchase and improvements of the new police department building in its entirety, and said that in comparing 2019 expenditures to 2018, expenditures have increased approximately 24%. Director Stevens also reminded the contingency fund is no longer contributing to the general fund and that affects how the budget looks.

Director Stevens updated that construction sales tax is high year to date, and that Permits and Park Mitigation are also up quite a bit. Looking at the General Fund, Director Stevens commented that expenditures for staffing are 67% of that fund, and that Professional Services, consisting of jail fees, court costs as well as other costs, comprises another large portion of General Fund expenditures at 26%. Director Stevens said there has been a 56% increase in staffing since 2015, with 35 new positions created and currently 9 of those positions are unfilled.

Director Stevens next reviewed the revenues, expenditures and forecasts for the various fund accounts and responded to Councilmembers' questions. Director Stevens then reviewed the city's annual debt payments and said the city debt at \$3,487,576 is very low for a city the size of Lake Stevens. Director Stevens reviewed the new debt that is being incurred, and there was discussion regarding the Sewer District debt service.

Capital Funds were reviewed by project, category and then by specific projects, with Director Stevens advising about two thirds of the projects underway were started before 2019.

Council President Petershagen announced a brief recess at 10:42 a.m. The meeting reconvened at 10:52 a.m.

Capital Projects Coordinator Aaron Halverson reviewed the capital projects including Cavalero Park, North Cove Park, South Lake Stevens Road pedestrian improvements, Frontier Village access road, Frontier Heights Park, 20th Street SE, the decant facility and the 24th and 91st Street extensions. Referring to a handout, Coordinator Halverson said projects above the line are funded, and those below the line are not. Coordinator Halverson added that staff is looking at ways to improve and better control the lake outflow, which is very high during the winter months and very low during the summer months, including possibly moving the outflow to the original outflow site.

Mayor Spencer said he envisions a community conference center and commented on his ideas for achieving that goal.

Director Stevens commented Council will need to make policy choices on how to fund the various projects as the city moves forward, and staff recommends that full time employees (FTE) be static in 2020.

Mayor Spencer said that FTEs are expected to be static in 2020 with the possible exception of a Parks & Recreation Department, but that is dependent on Council's decision regarding funding.

An example is the Transportation Benefit District (TBD) could be funded through tab fees now, but whether that can continue is dependent on the outcome of the November election. Council could also move forward with a sales tax to fund the TBD or use a combination of tab fees and sales tax. He commented educating the public as to the cost of maintenance and preservation of roadways vs. new pavement is paramount.

Discussion ensued on the priorities and needs for both parks and transportation and how funding could be achieved. Administrator Brazel encouraged that a parks maintenance plan be developed for each park, and Mayor Spencer commented general fund money that is traditionally used for parks maintenance is being used for road preservation.

Council President Petershagen announced a brief break at 11:56 a.m., and the meeting was reconvened at 12:08 p.m.

Fireworks: Councilman Petershagen suggested that fireworks be placed on the ballot for an advisory vote. Police Commander Jeff Beazizo said the Police Department receives lots of complaints throughout the year, and on 4th of July there were 21 calls this year. Discussion ensued with Councilmember Welch noting the county may go out for an advisory vote and it would be prudent to see how the city's precincts vote. Mayor Spencer encouraged the city could take a leadership role in putting together a community-wide fireworks display. Commander Beazizo clarified the vote is only for unincorporated Snohomish County and would not affect city residents.

Parks & Recreation Division / Event Coordinator Staffing: Administrator Brazel said staff is seeking direction from Council as to what they would like to see as far as events and recreation programming in the parks. This year's programming includes music, yoga and theater. Discussion ensued and Human Resources Director/Risk Manager Teri Smith commented if the city determines to offer more programming in the parks there is already liability insurance in place, and she noted more programming will also mean more maintenance costs. Director Smith commented the biggest cost would be staffing and how to accept payment for programming.

Administrator Brazel said he previously worked with a model that included a programming/events person whose sole job was to operate events and determine programming and schedule the use of the city's ballfields. Administrator Brazel said the question is does Council want to maintain the status quo for the time being or begin growing the programming.

Discussion ensued with concerns expressed about maintaining the quality of the parks and whether there are enough parks to grow programming. There was general support to maintain the status quo for the time being, and to consider how to address recreation and event programming as part of the 2020 budget process. Director Smith clarified that developing a business plan for the parks is part of the Parks and Recreation Coordinator's position and explained park maintenance and support at events and recreation activities by public works crewmembers need to be addressed as part of the union negotiations that are just now underway. Director Durpos added that Public Works could use at least one more crewmember to assist with parks maintenance.

Executive Session – Real Property Sale & Acquisition: At 12:46 p.m. Mayor Spencer announced an executive session to last 15 minutes to discuss real property sale and acquisition with no action to follow.

The Special Meeting of the City Council reconvened at 1:06 p.m., and there being no further business the meeting was adjourned at 1:06 p.m.

John Spencer, Mayor

Kathy Pugh, City Clerk



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council
Agenda Date: August 7, 2019

Subject: Appointments to Veterans Commission

Contact John Spencer, Mayor
Person/Department: Kathy Pugh, City Clerk **Budget Impact:** N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Accept the Mayor's nomination and interview panel's recommendation to make appointments to the Veterans Commission as follows: Vern Rasumussen for an unexpired term ending December 31, 2019, Karen Boe for an unexpired term ending December 31, 2019, Kevin McLarnon for an unexpired term ending December 31, 2021 and Karmin Pincus for an unexpired term ending December 31, 2021.

SUMMARY/BACKGROUND: There are currently four vacancies on the Veterans Commission. The City previously received applications for appointment to this commission, and in addition advertised the vacancies and received additional applications. On July 10, 2019 five candidates were interviewed for the vacancies. The interview panel consisted of Councilmembers Kurt Hilt, Kim Daughtry and Brett Gailey and Veterans Commission Chair Shawn Frederick.

Based on the interview panel's recommendations, the Mayor makes the following nominations for appointment to the Veterans Commission:

- Position 5: Karmin Pincus for an unexpired term ending December 31, 2021
- Position 6: Kevin McLarnon for an unexpired term ending December 31, 2021
- Position 8: Karen Boe for an unexpired term ending December 31, 2019
- Position 10: Vernon Rasmussen for an unexpired term ending December 31, 2019

Appointees to the two positions expiring December 31, 2019 will have an option to request reappointment for a full four-year term which would end December 31, 2023.

APPLICABLE CITY POLICIES:

BUDGET IMPACT:

ATTACHMENTS:



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council
Agenda Date: August 7, 2019

Subject: Appointments to Arts Commission

Contact John Spencer, Mayor
Person/Department: Kathy Pugh, City Clerk **Budget Impact:** N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Accept the Mayor's nomination and interview panel's recommendation to make appointments to the Arts Commission as follows: Jim Haugen for an unexpired term ending December 31, 2022, Kate MacKenzie for an unexpired term ending December 31, 2022, Laura Katz for an unexpired term ending December 31, 2020 and Daniel Johnson for an unexpired term ending December 31, 2020.

SUMMARY/BACKGROUND: There are currently three vacancies on the Arts Commission. The City previously received applications for appointment to this commission, and in addition advertised the vacancies and received additional applications. On July 11, 2019 six candidates were interviewed for the vacancies. The interview panel consisted of Mayor John Spencer, Councilmembers Todd Welch and Brett Gailey, Arts Commission President Linda Ehmen and Parks and Recreation Coordinator Jill Meis.

The Mayor nominates, and the interview panel recommends, that the following appointments be made to the Arts Commission:

- Position 1: Jim Haugen for an unexpired term ending December 31, 2022
- Position 2: Kate MacKenzie for an unexpired term ending December 31, 2022
- Position 4: Daniel Johnson for an unexpired term ending December 31, 2020
- Position 7: Laura Katz for an unexpired term ending December 31, 2020

APPLICABLE CITY POLICIES:

BUDGET IMPACT:

ATTACHMENTS:



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 7th August 2019

Subject: 18004 – South Lake Stevens Road Multi-Use Path Construction Contract Award

Contact

Person/Department: Eric Durpos and Aaron Halverson

Budget Impact: \$2,492,021.00

Incl. contingency

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute a Public Works Contract with Strider Construction of Bellingham, WA in the amount of \$2,373,353.00, with an administrative contingency of 5% or \$118,668.00 for a total amount of \$2,492,021.00 to construct the South Lake Stevens Multi-Use Path project.

SUMMARY/BACKGROUND: Bids for this project were opened at 10:00 AM on July 31th, 2019. The City received a low bid from Strider Construction of Bellingham, WA in the amount of \$2,373,353.00.

This project consists of constructing 4,390 linear feet of 8"-10" wide multi-use HMA pathway, amenity zone (landscaping strip), minor street improvements, drainage improvements (curb, gutter, catch basins), and associated walls along South Lake Stevens Road from 18th Street SE to East Lakeshore Drive. The project was designed by LDC, Inc. of Woodinville, WA.

The call for bids was advertised on July 10th and July 17th, 2019 in the Daily Journal of Commerce and the Everett Daily Herald. The City has reviewed bids, verified references for the low bidder and completed debarment checks. The Administration recommends award of this contract.

Construction is anticipated to begin in late August 2019. The contract allows 150 working days to complete the required work.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: A grant administered through the Washington State Department of Transportation for \$1.3 million along with a \$200,000 Transportation Improvement Board grant will partially fund construction. Also, the City will receive \$255,300 in fee in-lieu from an adjacent development. The remaining contract amount will be funded with mitigation fees.

ATTACHMENTS:

- Attachment A: Public Works Contract
- Attachment B: Bid Summary

ATTACHMENT A

PUBLIC WORKS CONTRACT

This Contract is made and entered into in duplicate this ____ day of August, 2019 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 Strider Construction Co., Inc. a Washington corporation ("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:

South Lake Stevens Road Multi-Use Path – Project 18004

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",
- D. City of Lake Stevens Engineering Standards (referenced but not attached)
- E. Other _____
- F. Addenda (If any)

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 / Termination of Contract.

- 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 within **150** working days after said notice to proceed, 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.
- C. Termination of Contract.
 - 1. 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.
 - 2. The City may also terminate this Contract in accordance with the provisions of Section 1-08.10 of the Standard Specifications.

3. Compensation and Method of Payment.

- A. The City shall pay the Contractor for work performed under this Contract, in the amount of \$2,373,353.00, 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. The Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its elected officials, agents, officers and/or employees.
- C. 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
- D. 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.

- E. Nothing contained in this section or Contract shall be construed to create a liability or a right of indemnification by any third party.
- F. The provisions of this section shall survive the expiration or termination of this Contract.

7. Insurance.

A. **Insurance Term.**

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise, as required in this Section, without interruption from or in connection with the performance commencement of the Contractor's work through the term of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. **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.

C. Minimum Scope of Insurance.

Contractors required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on at least as broad as Insurance Services Office (ISO) form CA Automobile 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 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 per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the 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 at least as broad of coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington

4. 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 special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal and damage to materials in transit or stored off-site. 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 flood 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.

5. Required. Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least

\$1,000,000 per loss, with an annual aggregate of at least \$1,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense including costs and expenses incurred in the investigation, defense, or settlement of claims.

If the Contractors Pollution Liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is completed.

The City shall be named by endorsement as an additional insured on the Contractors Pollution Liability insurance policy.

If the scope of services as defined in this contract includes the disposal of any hazardous materials from the job site, the Contractor must furnish to the City evidence of Pollution Liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the City under this paragraph must be maintained in minimum amounts of \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000.

Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

D. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$3,000,000 each occurrence, \$3,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
3. Required. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.
4. Required. Contractors Pollution Liability shall be written in the amounts set forth above.

E. City Full Availability of Contractor Limits.

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

F. Other Insurance Provisions.

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.

G. Acceptability of Insurers.

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

H. 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, upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

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.

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

I. 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.

J. 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.

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. The Contractor shall ensure that the City 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.

K. 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.

L. Notice of Cancellation of Insurance.

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

M. Failure to Maintain Insurance

Failure on the part of the Contractor 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 Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

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

11. Contract Administration and Notices.

This Contract shall be administered for the City by Aaron Halverson, Capital Projects Coordinator, and shall be administered for the Contractor by the Contractor's Contract Representative, Darren Mullen. 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 City:

City of Lake Stevens
Attn: City Clerk
1812 Main Street (Physical Address)
Post Office Box 257 (Mailing Address)
Lake Stevens, WA 98258
Telephone: 425.622-9412

To Contractor

Strider Construction Co., Inc.
Attn: Kyle J. Gebhardt
4721 Northwest Drive
Bellingham, WA 98226
Telephone: (360) 380-1234

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.

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

13. 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.

14. 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.

15. 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.

16. 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.

17. **Debarment and Uniform Guidance.** If this contract involves the use, in whole or in part, of federal award(s), the Contractor must certify that it, and its subcontractors, have not been and are not currently on the Federal or the Washington State Debarment List and if the Contractor or its subcontractors become listed on the Federal or State Debarment List, the City will be notified immediately. Additionally, if this contract involves the use, in whole or in part, of federal award(s), provisions (A)-(K) in Appendix II to Part 200 of the Uniform Guidance (2

CFR Ch. 11 (1-1-14 edition) are hereby incorporated, as applicable, as if fully set forth herein. See attached Exhibit ___, if applicable.

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

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

CITY OF LAKE STEVENS

STRIDER CONSTRUCTION CO., INC.

By: _____
John Spencer, Mayor

By: _____
Kyle J. Gebhardt, Vice President

Attest:

Kathy Pugh, City Clerk

Approved as to Form:

Greg A. Rubstello, City Attorney

**South Lake Stevens Road Multi-Use
Bid Summary**

Contractor	Total Bid
Strider Construction	\$2,373,353.00
Ponderosa Pacific	\$2,424,578.04
SRV Construction	\$2,468,930.90
Matia Contractors	\$2,678,809.88
Thomco	\$2,706,789.98
Kamins Construction	\$2,841,820.08
Taylor's Excavators	\$2,892,512.00
Rodarte Construction	\$3,050,018.80
A-1 Landscaping	\$4,132,443.00



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 7th August 2019

Subject: 18004 – South Lake Stevens Road Multi-Use Path – Wetland Mitigation Banking Credits Contract

Contact Person/Department:	Aaron Halverson, Capital Projects Coordinator, Public Works	Budget Impact:	\$56,475.00
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RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute a Wetland Mitigation Credit Buy Agreement with Mitigation Banking Services, LLC to purchase 0.251 wetland mitigation credits for \$56,475. This purchase is necessary to construct the South Lake Stevens Multi-Use Path that will result in a narrow wetland fill near its intersection with 18th Street SE.

SUMMARY/BACKGROUND: The United States Army Corps of Engineers (USACE) holds jurisdiction over wetland modifications, including fills. The City's South Lake Stevens Multi-Use Path project will result in a fill of 7,290 square feet of wetland near 18th Street SE and, as a condition of the USACE permit, the City must acquire commensurate wetland credits from the Skykomish Habitat Mitigation Bank. The Skykomish Habitat Mitigation bank is administered by Mitigation Banking Services, LLC.

In May 2019, The City made a request to purchase credits to Wetland Mitigation Banking Services, LLC in the Skykomish Habitat Mitigation Bank (SHMB) as required by the USACE permit. The cost of the mitigation banking credits is \$56,475. The South Lake Stevens Multi-Use Path cannot be constructed as designed without acquiring these wetland mitigation credits.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: \$56,475

ATTACHMENTS:

- A: WETLAND MITIGATION CREDIT BUY/SELL AGREEMENT WITH MITIGATION BANKING SERVICE

WETLAND MITIGATION CREDIT BUY/SELL AGREEMENT MITIGATION BANKING SERVICES

This Wetland Mitigation Credit Buy/Sell Agreement (“Agreement”) is made by and between Mitigation Banking Services, LLC, a Washington limited liability company (“MBS” or “Credit Seller”), and the City of Lake Stevens, a political subdivision of the State of Washington (“Buyer”) (collectively “Parties”).

1. RECITALS

- 1.1. Mitigation Banking Services, LLC has been contracted by the Snohomish Basin Mitigation Bank (“SBMB”) and the Skykomish Habitat Mitigation Bank (“SHMB”) to market and sell their mitigation credits.
- 1.2. With approval and authorization from the Washington State Department of Ecology (“Ecology”), U.S. Army Corps of Engineers (“Corps”), Environmental Protection Agency (“EPA”), Washington State Department of Natural Resources (“DNR”), and Snohomish County (“County”) (collectively the “Permitting Authorities”), the SBMB and SHMB have been established.
- 1.3. The SBMB and SHMB are established to operate within a portion the State of Washington’s Water Resource Inventory Area Number 7 (“WRIA No. 7”), which portion constitutes the banks “Service Area.”
- 1.4. The purpose of the SBMB and SHMB are to provide off-site mitigation for unavoidable impacts to wetlands and other critical area associated with certain development activity within the Service Area.
- 1.5. The SBMB and SHMB are authorized by the Permitting Authorities to sell and transfer wetland and critical area mitigation credits for permits, said credits being units of trade representing the increase in ecological value of a site, as measured by acreage, functions, and/or values (“Mitigation Credits”).
- 1.6. Buyer contemplates undertaking a development activity within the Service Area (“Project”), which will require permits and/or approvals (“Permit(s)”) from regulatory agencies and which development activity may cause unavoidable impacts to wetlands or other critical areas and may require mitigation. Buyer is solely responsible for determining whether such mitigation can be satisfied by its acquisition of Mitigation Credits.
- 1.7. Buyer wishes to purchase from MBS and MBS wishes to sell to Buyer Mitigation Credits from the SBMB and or the SHMB for the Project on the terms and conditions contained in this Agreement.

2. ***AGREEMENT***

NOW THEREFORE, in consideration of the mutual covenants and conditions and promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Credit Seller and Buyer agree as follows:

2.1. ***Purchase/Sale of Mitigation Credits***

- 2.1.1. **Purchase/Sale.** Credit Seller hereby sells to Buyer and Buyer hereby buys from Credit Seller (0.251) Mitigation Credits from the Skykomish Habitat Mitigation Bank, upon all of the terms, covenants, and conditions set forth in this Agreement (“Project Mitigation Credits”).
- 2.1.2. **Purchase Price.** The purchase price for the Project Mitigation Credits shall be fifty-six thousand four-hundred and seventy-five and 00/100 Dollars (U.S. \$56,475.00) (“Purchase Price”).
- 2.1.3. **Payment.** Buyer agrees to pay the Purchase Price to Credit Seller within 30 days of the effective date.

2.2. ***Buyer's Obligations/Limitation on Transfer of Mitigation Credits/Project Information.***

- 2.2.1. **Mitigation Credits for Project.** Buyer shall be solely responsible for determining whether the Mitigation Credits may be used for the Project and the Permit(s). Credit Seller provides no representation or warranty as to the utility or applicability of the Mitigation Credits to the Project or Permit(s). Buyer acknowledges and agrees that Credit Seller shall sell the Project Mitigation Credits specifically for the Permit(s) identified in Section 2.2.2 below and that, as of Closing, said credits shall not be transferable.
- 2.2.2. **Project.** *[to be completed by Buyer]* The Project, Permit(s), and related information is as follows:

- 2.2.2.1.1. Buyer's name, address, & telephone number:

City of Lake Stevens
Attn: Aaron Halverson, Capital Projects Coordinator
PO Box 257
Lake Stevens, WA 98258
425.622.9447

2.2.2.2. Permitting Agency(ies) name(s), address(es), telephone number(s):

US Army Corps of Engineers
Regulatory Branch
Attn: Katie Heard
PO Box 3755
Seattle, WA 98124-3755

City of Lake Stevens
Attn: Aaron Halverson, Capital Projects Coordinator
PO Box 257
Lake Stevens, WA 98258

2.2.2.3. Permit(s) Number(s) Date of Permit:

<u>Permit Agency</u>	<u>Number</u>	<u>Date of Issuance</u>
USACE	NWS-2019-28	05-08-2019
City of Lake Stevens	LUA2018-0204	To be issued

2.2.2.4. Project Name & Location: Lake Stevens Multi-Use Path Project, located in the City of Lake Stevens, Washington.

2.2.2.5. Brief Description of Impact(s) to be Compensated for by the Project Mitigation Credits: The project will have unavoidable impacts to 2 Category 3 Wetlands and Critical Area Wetland Buffers.

2.2.3. **Disclosure.** Buyer acknowledges and agrees that Credit Seller may, as part of the process for transferring the Project Mitigation Credits, disclose the information provided under Section 2.2.2 above to the permitting agency(ies) described in Section 2.2.2, the Snohomish County Auditor, and the Permitting Authorities.

2.3. ***Title/Risk of Loss***

2.3.1. **Conveyance.** Upon receipt of payment Credit Seller shall convey to Buyer the Project Mitigation Credits, free of liens, encumbrances, restrictions, rights, and conditions, except as expressly provided for herein. Conveyance shall be in the form of a letter from the Credit Seller to the Buyer and Permitting Authorities notifying them that credits have been transferred from the banks to the Buyer for the permits and projects detailed in Section 2.2.2

2.3.2. **Risk of Loss.** Credit Seller shall bear the risk of loss of the Project Mitigation Credits prior to Closing.

2.4. ***Representations and Warranties***

Credit Seller represents and warrants to Buyer that:

2.4.1. Credit Seller is authorized by the SBMB and the SHMB to sell and transfer wetland and critical area mitigation credits for permits from those banks to the Buyer.

2.5. *Closing*

- 2.5.1. **Closing and Closing Date.** The closing of the purchase and sale of the Project Mitigation Credits (“Closing”) shall occur when the Credit Seller receives a check for the purchase amount, under the terms of this Agreement
- 2.5.2. **Limits on Closing Date.** The Closing Date shall not be modified without the written approval of Credit Seller and Buyer.

2.6. *Notice*

2.6.1. Except as may be otherwise expressly provided for herein, all notices required or permitted to be given under this Agreement shall be in writing and shall be delivered or sent: (a) in person; (b) by U.S. Mail, postage prepaid and certified with return receipt requested; or (c) by nationally recognized overnight delivery service, prepaid, and addressed as set forth below. Either party may change its address by notifying the other party in writing of the change of address. Notice shall be deemed delivered immediately, if delivered in person, or within two days if sent by any other means set forth in this Section 2.6.

2.6.2. If to Credit Seller: Mitigation Banking Services, LLC
PO BOX 354
Kirkland, WA 98033-0354

2.6.3. If to Buyer: City of Lake Stevens
Attn: City Clerk
PO Box 257
Lake Stevens, WA 98258

2.7. *Miscellaneous*

- 2.7.1. **Effective date.** The effective date of this Agreement shall be the earliest date by which both Credit Seller and Buyer have executed this Agreement.
- 2.7.2. **Assignment.** Buyer's rights under this Agreement shall not be assigned or apportioned, either voluntarily or by operation of law, without the prior written consent of Credit Seller, which shall be in Credit Seller's reasonable discretion. Subject to the foregoing limitation, this Agreement shall inure to the benefit of and be binding upon the Parties' respective successors and assigns.

- 2.7.3. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties with respect to the purchase and sale of the Project Mitigation Credits, and supersedes and replaces any prior agreements and understandings, whether oral or written, between them with respect to said matters.
- 2.7.4. **Confidentiality.** The existence of this Agreement and the number of Project Mitigation Credits may be disclosed to the permitting agency(ies) described in Section 2.2.2 above and the Permitting Authorities.
- 2.7.5. **Time.** Time is of the essence of this Agreement.
- 2.7.6. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington.
- 2.7.7. **Amendment.** No change or modification of this Agreement shall be valid unless the same is in writing and signed by the Parties. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced.
- 2.7.8. **Captions.** The captions of this Agreement have no effect upon its interpretation and are for convenience and ease of reference only.
- 2.7.9. **Severability.** The unenforceability, invalidity, or illegality of any provision hereof shall not render any other provision unenforceable, invalid, or illegal.
- 2.7.10. **Computation of Time.** If any date set forth in this Agreement for the delivery of any document or the happening of any event should, under the terms hereof, fall on a weekend or holiday, then such date shall be automatically extended to the next succeeding weekday that is not a holiday.
- 2.7.11. **Attorneys' Fees.** In the event either party to this Agreement finds it necessary to bring an action at law or other proceeding against the other party to enforce any of the terms, covenants, or conditions of this Agreement or any instrument executed pursuant to this Agreement, or by reason of any breach or default under this Agreement, the prevailing party in any such action or proceeding (and any appeal thereof) shall be paid all costs and reasonable attorneys' fees by the other party. This provision shall survive Closing and shall not be merged into the Bill of Sale.
- 2.7.12. **Acts Beyond Party's Control.** Neither party to this Agreement shall be in default or violation as to any obligation created hereby and no condition precedent or subsequent shall be deemed to fail to occur if such party is prevented from fulfilling such obligation by, or such condition fails to occur due to, forces beyond such party's reasonable control, including without limitation, destruction or impairment of facilities resulting from breakdown not resulting from lack of ordinary care and maintenance, flood, earthquake, slide, storm, lightning, fire,

epidemic, war, riot, civil disturbance, sabotage, proceeding by court or public authority, or act or failure to act by court, public authority, or third party, which forces by exercise of due diligence and foresight such party could not reasonably have expected to avoid.

2.7.13. **No Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between Buyer and Credit Seller. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party to this Agreement, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

2.7.14. **Counterparts/Faxes.** This Agreement may be executed in one or more counterparts with like effect as if all signatures appeared on one copy. Facsimile transmission of any signed original document (other than the Bill of Sale), and retransmission of any signed facsimile transmission shall be the same as delivery of an original. At the request of either party or the Escrow Agent, the Parties shall confirm facsimile transmitted signatures by signing an original document.

The Parties have executed this Agreement as of the dates set forth below.

“MBS” OR “CREDIT SELLER”
MITIGATION BANKING SERVICES, LLC, Credit Seller

By _____ Date _____
[print name and title]

“BUYER”

CITY OF LAKE STEVENS

By: _____ Date _____
John Spencer, Mayor



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: August 7th, 2019

Subject: US2 Trestle HOV/Transit Trestle Congestion Jump – Design Authorization

Contact Person/
Department: Eric Durpos, Public Works Director **Budget Impact:** \$464,175.33

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute a Professional Services Agreement with HDR Engineering, Inc. to conduct survey, roadway design, environmental review, geotechnical, traffic analysis, and Construction Plans development to alleviate Westbound AM Peak traffic along 20th Street SE, approximately 1,000 feet east of the US 2 Trestle and near 83rd Avenue SE intersection.

SUMMARY/BACKGROUND:

In the fall of 2018, Lake Stevens was awarded a Washington State Regional Mobility Grant of \$1.8 Million with a required City match of \$800,000, for a total of \$2.6M for the project.

The scope of the project is to evaluate and construct improvements to alleviate westbound AM peak traffic along 20th Street SE, with a focus on facilitating and prioritizing transit and HOVs usage during the AM Peak hours.

HDR was selected through a design consultant selection and grading process in the Spring of 2019.

The proposed fee will cover design for pavement widening within existing Right-of-Way, enclosed storm drainage and water treatment facilities, enhanced traffic signal controls, timing optimization between signals, establishing prioritization parameters for transit and HOVs, installations of signage and channelization, and coordination of utilities relocations.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: **30.5% of \$464,175.33 (\$141,573) will be paid by REET II; 69.5% (\$322,602) will be paid for by the Grant.**

ATTACHMENTS:

- Attachment A: WSDOT Local Agency A&E Profession Service Cost plus Fix fee Consultant Agreement, Scope & Fee
- Attachment B: Project Limits Aerial Overview & Typical cross-section

PROFESSIONAL SERVICES AGREEMENT – page 1 of 1

\fc02fs\public\Public Works\Projects_Active Projects\18021 - US2 Trestle HOV_Transit Trestle Congestion Jump (BAT)\100 Project Management\150 City Council\20190806-Design Contract with HDR\20190806-Staff Rpt - Design Contract with HDR.docx

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

Agreement Number:

Firm/Organization Legal Name (do not use dba's):		
Address	Federal Aid Number HSIP-000S(441)	
UBI Number	Federal TIN or SSN Number 47-0680568	
Execution Date	Completion Date	
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title		
Description of Work		
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> No DBE Participation <input type="checkbox"/> No MBE Participation <input type="checkbox"/> No WBE Participation <input type="checkbox"/> No SBE Participation	Total Amount Authorized: \$464,174.91 Management Reserve Fund: Maximum Amount Payable:

Index of Exhibits

- [Exhibit A](#) Scope of Work
- [Exhibit B](#) DBE Participation/SBE Plan
- [Exhibit C](#) Preparation and Delivery of Electronic Engineering and Other Data
- [Exhibit D](#) Prime Consultant Cost Computations
- [Exhibit E](#) Sub-consultant Cost Computations
- [Exhibit F](#) Title VI Assurances
- [Exhibit G](#) Certi
- [Exhibit H](#) ~~Liability Insurance Increase~~
- [Exhibit I](#) Alleged Consultant Design Error Procedures
- [Exhibit J](#) Consultant Claim Procedures

Agreement Number:

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

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SER" f to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating the AGENCY.

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

Agreement Number:

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

In the absents of a mandatory UDBE, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

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

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

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

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

If to AGENCY:

If to CONSULTANT:

Name:

Name:

Agency:

Agency:

Address:

State: Zip:

State: Zip:

City:

Email:

Email:

Phone:

Phone:

Facsimile:

IV. Time for Beginning and Completion

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

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

Agreement Number:

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES,

Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

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

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

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

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

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

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

Agreement Number:

4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT and "E" of this AGREEMENT. This fee is based on the Scope of Work and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not Section IX entitled "Termination of Agreement."

5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."

6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.

C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY by the AGENCY prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time

TANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT AGENCY of overpayment. The CONSULTANT AUDIT to begin the appeal process to the AGENCY

Agreement Number:

D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY

payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

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

VI. Sub-Contracting

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

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

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

The SER

consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor

shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be

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

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

VII. Employment and Organizational of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona TANT, to solicit or secure this contract, and that it has not paid or TANT, any

fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

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

Agreement Number:

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

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

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT for actual hours charged and any appropriate AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT, the AGENCY shall immediately reimburse the AGENCY for any excess paid.

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

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

Agreement Number:

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

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

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner
TANT or the death or change of any of the CONSULTANT's supervisory and/or
TANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or
TANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT
TANT as set forth in the second and third paragraphs of this section.

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

X. Changes of Work

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

XI. Disputes

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

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XII. Legal Relations

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

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and

from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY

the STATE and the AGENCY

the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their
, or any other persons for whom

the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY

and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY

AGREEMENT;

provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY' and employees' failure to comply

ATE and/or AGENCY

employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

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

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

The CONSULTANT

TANT's own

employees or its agents against the STATE and /or the AGENCY

, Title 51

and defense, the CONSULTANT

RCW. This waiver has been mutually negotiated between the Parties.

Agreement Number:

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

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

Insurance Coverage

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

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with AGREEMENT. The AGENCY reserves the right to

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington.
The CONSULTANT
execution of this AGREEMENT to:

Name:
Agency:
Address:
City: State: Zip:
Email:
Phone:
Facsimile:

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

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

Agreement Number:

The parties enter into this AGREEMENT

,
AGREEMENT.

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. of the Consultant and the Agency

TANT and the AGENCY, Exhibit

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AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

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XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or

to this AGREEMENT.

XVIII. Execution and Acceptance

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

XIX. Protection of Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State" The "State"

credit card information, driver's license numbers, medical data, law enforcement records (or any other information ATE and AGENCY source code or object code, STATE and AGENCY security

ATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State' and not to make use of the State'

AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State'

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State'

Information; or (ii) returned all of the State' AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State'

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State' AGREEMENT; the purpose(s) for which the State'

The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

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

Agreement Number:

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State'

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which AGREEMENT. The parties agree to maintain the AGREEMENT and afterwards. All materials containing

be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such

include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by TANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY

. If a

otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant'

The CONSULTANT

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

XX. Records Maintenance

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

the six (6) year retention period.

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

Agreement Number:

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

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup

electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

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

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

Signature

Date

Signature

Date

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

Agreement Number:

Exhibit A

Scope of Work

Project No.

Agreement Number:

20th Street SE BAT Lane Widening Project

(US 2 to 80th Avenue SE)

Scope of Services for Design, Environmental
Documentation & Permitting and Construction
Phase Services

August 2019

City of Lake Stevens

Prepared by:



HDR
2707 Colby Avenue, Suite 715
Everett, WA 98201-3565

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INTRODUCTION

During the term of this PROFESSIONAL SERVICES AGREEMENT (AGREEMENT), HDR Engineering, Inc. (CONSULTANT) shall perform professional services for the City of Lake Stevens (CITY) in connection with the following project: **20th Street SE BAT Lane Widening Project (US 2 to 80th Avenue SE) (PROJECT)**

Background and Project Description

The City of Lake Stevens has maintained a long-term regional vision to improve the primary corridors serving the City and other local communities in order to provide efficient access to major business centers via US-2, SR9 and Interstate 5.

As a major east-west connector in Lake Stevens, the 20th Street SE corridor links communities along the SR 9 and SR 204 corridors to the US 2 trestle and I-5, and serves several residential neighborhoods and businesses, and regional traffic from Snohomish, Monroe, and Marysville. With traffic volumes through the trestle corridor exceeding 38,000 ADT, this roadway consistently experiences heavy westbound congestion in the AM peak hours—at times for more than one mile—resulting in unreliable travel times for transit, commuters, and emergency vehicles.

The existing corridor consists of a 2- and 3-lane rural arterial roadway section, with intermittent urban-style frontage improvements constructed along recent new development. A corridor widening project is currently under design that will widen the roadway to a 5-lane urban section from 83rd Avenue SE to 91st Avenue SE. The roadway consists of 5 lanes east of 91st Avenue SE to the intersection with State Route 9.

Recently, the City asked HDR to assist in re-evaluating potential solutions for the corridor to allow the City to resubmit a WSDOT Regional Mobility Grant with a focus on a westbound HOV/transit-only lane. HDR held a design charrette with technical staff who specialize in transit mobility and traffic congestion relief solutions; quickly responded to the City's request; and prepared several innovative design ideas for the application. The City was subsequently successful in receiving the grant.

The intent of this project is to construct an additional westbound lane from approximately 1,000 feet east of the US2 Trestle East Interchange to the west end of the 5-Lane widening project (near 83rd Avenue SE) and install traffic signal improvements to allow for priority movements by westbound transit and high-occupancy vehicles (HOVs) during the AM Peak hour traffic times. The improvements will include pavement widening, enclosed storm drainage facilities, enhanced traffic signal controls, signage and channelization, and relocation of impacted overhead utilities, along the north (westbound) side.

Scope of Work

This scope of work includes roadway design, survey, geotechnical testing and evaluation, subsurface utility exploration, PS&E development, traffic engineering and analysis, stormwater design, utility coordination and

design, permitting, environmental review and documentation, critical area delineation, wetland and sensitive areas mitigation, public outreach, grant application assistance, bidding phase assistance and Council reports/updates. Construction management, engineering services during construction, construction inspection and documentation management, and materials testing can be added to the contract by the City as a supplement to this contract prior to that phase of work.

Major Milestone Schedule

The following are major schedule milestones for the project:

Notice to Proceed.....	August 2019
JARPA/SEPA Submittal.....	December 2019
60% Design.....	December 2019
90% Design.....	January 2020
Ad-Ready	March 2020
Bidding Phase.....	March – April 2020
Construction.....	July – October 2020

Project Assumptions

General Assumptions

1. The CONSULTANT Principal-in-Charge for this work will be **Paul A. Ferrier, PE**. The CONSULTANT Project Manager for this work will be **Michael A. Pawlak, PE**. The CITY's Project Manager for this project will be **Grace Kane, PE**.
2. The CITY will provide to the CONSULTANT pertinent information in the CITY's possession relating to the Project. The CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the CITY.
3. The CITY shall provide or make available the following items to the CONSULTANT:
 - a. CITY of Lake Stevens Design Standards & Guidelines
 - b. Existing GIS and survey mapping information of the project including but not limited to general utility location maps.
 - c. Copies of existing record drawing information of the project area.
 - d. Updated utility contact information.
 - e. One set of consolidated review comments for each Major Milestone Submittal (30%, 60%, and 90%).

Design Standards and References

The project shall be developed in accordance with the latest edition, amendments and revisions (as of execution of this AGREEMENT) of the following publications, where applicable:

- 1) City of Lake Stevens Publications:
 - a) City of Lake Stevens Engineering **Design and Development Standards, Rev May 2007.**
- 2) State Publications
 - a) 2016 Standard Specifications for Road, Bridge, and Municipal Construction (M 41-10)
 - b) Standard Plans for Road, Bridge, and Municipal Construction (M 21-01)
 - c) WSDOT Design Manual (M 22-01.13)
 - d) WSDOT Hydraulic Manual (M 23-03)
 - e) Amendments to the General Special Provisions
 - f) WSDOT Standard Item Table
 - g) WSDOT Highway Runoff Manual (M 31-16)
 - h) WSDOT Environmental Manual (M 31-11)
 - i) WSDOT Traffic Manual (M 51-02.08)
 - j) WSDOT Local Agency Guidelines (M 36-63.32)
 - k) WDFW Water Crossing Design Guidelines (2013)
- 3) WA Department of Ecology (DOE)
 - a) Stormwater Management Manual for Western Washington (2012)
- 4) American Association of State Highway and Transportation Officials (AASHTO)
 - a) A Policy on Geometric Design of Highways and Streets ("Green Book"); 2011, 6th Edition
 - b) Any AASHTO policies where said policy is not in conflict with the standards of the City of Marysville.
- 5) U.S. Department of Transportation Publications:
 - a) Manual on Uniform Traffic Control Devices for Streets and Highways (2009 Edition with Revision Numbers 1 and 2, dated May 2012)
- 6) Other Publications
 - a) National Electric Code
 - b) Book of American Society for Testing and Materials Standards
 - c) ITE Trip Generation (9th Edition)
 - d) Highway Capacity Manual (6th Edition), Transportation Research Board
 - e) Franchise Utility Standards for Snohomish County PUD No. 1, PSE, Comcast, Frontier

Project Tasks

The CONSULTANT shall manage the work as described within the following major Work Elements:

TASK 1. PROJECT MANAGEMENT & ADMINISTRATION

This task will be continuous throughout the project duration, which initially is assumed to be 12 months. It will include the work to set up and plan the project; establish project-specific procedures, including communication, safety and quality control (QC) plans; project coordination with the CONSULTANT staff and SUBCONSULTANTS; management of project scope, schedule and budget; invoicing and project status reporting; and project closeout. Components of this work including planning the Project, executing the Project, managing change, and closing the Project, include:

1.1. Project FTP Site, Project Set up, Management Plan, HASP

The CONSULTANT shall create and maintain a project ftp site that can be accessed by the CITY and CITY authorized stakeholders.

The CONSULTANT shall prepare a Project Management Plan (Project Guide) outlining the project scope, team organization, budget, schedule and communications plan. The Project Management Plan will also include the Project Quality Assurance / Quality Control Plan and Project Health and Safety Plan.

1.2. Project Team Coordination Meetings

The CONSULTANT shall hold monthly Project Team Coordination Meetings with key CONSULTANT team members to discuss the PROJECT status, elements of the work plan, status of action items, and to discuss progress of the design and resolve any outstanding PROJECT issues that might affect the delivery of the PROJECT. SUBCONSULTANT project managers shall also attend these meetings as requested.

Assumptions:

- 12 monthly project team coordination meetings
- The CONSULTANT shall be responsible for agendas for the PROJECT team meetings.

Deliverable(s):

- There are no formal deliverables for this task.

1.3. Project Schedule

A Project schedule shall be developed by the CONSULTANT to establish Baseline Start and Baseline Finish dates for tasks and deliverables under this AGREEMENT, and shall be submitted to the CITY for review and approval, prior to commencement of any work under this AGREEMENT. The project schedule shall be developed using Microsoft Project software, and shall show a critical path leading to the project major milestone dates. The schedule for this project shall be updated bi-monthly and submitted to the CITY. The updated schedule will show Baseline, Actual and/or Projected Start and Finish dates that reflect the actual progress of the project.

Assumptions:

- 6 Bi-monthly schedule updates

Deliverable(s):

- Draft and final baseline schedule
- Bi-monthly project schedule updates

1.4. Progress Reporting and Invoicing

The CONSULTANT shall prepare and submit a **Progress Report** with each invoice. The Progress Report shall summarize:

- Work accomplished during the billing period.
- Work to be accomplished in the next billing period.
- Billing amounts assigned to water main and stormwater retrofit design for CITY accounting and potential grant reimbursements.
- Meetings attended.
- Problems/issues encountered and actions taken for their resolution.
- Potential impacts to project schedule, budget, or scope.
- Issues requiring CITY's action, attention and resolution.

Monthly Invoices for work completed will be submitted to the CITY. Backup information such as time and expense records for the CONSULTANT and SUBCONSULTANTS shall also be submitted with each invoice. The CITY will review the work accomplished by the CONSULTANT and the percent complete assessments for each task item in the Earned Value Worksheet.

The CONSULTANT shall submit an **Earned Value Report** within the progress report to track and update progress in the project schedule, budget, actual and planned expenditures.

Project Change: The CONSULTANT shall obtain written authorization from the CITY before implementing any change to this AGREEMENT scope of work, schedule or budget.

Deliverable(s):

- Monthly Progress Reports (12)
- Monthly Invoices (12)
- Monthly Earned Value Reports (12)

1.5. Subconsultant Coordination

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the CITY.

The CONSULTANT shall coordinate with SUBCONSULTANTS regarding contracting procedures, shall prepare and execute contracts with individual SUBCONSULTANTS, and shall address contract-related issues with the SUBCONSULTANTS as they arise during the project.

The work of the SUBCONSULTANT shall not exceed its maximum amount payable unless the CITY has issued prior written approval. Either a percent of the SUBCONSULTANT agreement or direct labor should be noted for administrative costs in the fee estimate and invoices. Subcontracts shall contain applicable provisions of this AGREEMENT.

1.6. Project Kick-off Meeting

The CONSULTANT will prepare for and conduct a Project Kick-off Meeting to provide the necessary basis for a successful project that satisfies the needs of the CITY, HDR, and community-at-large. The Project Kick-off Meeting agenda will include discussion of overall project needs, community goals, areas of responsibility, project scope, budget, and commitments to decision-making and schedule.

CITY Responsibilities:

- Attend and participate in the Project Kick-off Meeting.

Assumption(s):

- The Project Kick-off Meeting will be held at the CONSULTANT's Everett Office.
- The Project Kick-off Meeting will be attended by the CONSULTANT Project Manager, and up to three (3) Discipline Leads; CITY Engineer, CITY Project Manager, Permitting Lead; and other staff who may participate via conference call.

Deliverable(s):

- Project Kick-off Meeting agenda and summary notes, delivered electronically (PDF) to all participants within 5 working days of the meeting.

1.7. Project Team Management

The CONSULTANT shall provide an experienced project manager to oversee, schedule and manage the work of the Project Team.

1.8. Project Close-out

The CONSULTANT shall assemble project documentation and records, and prepare electronic files to be retained by the CONSULTANT and transmitted to the CITY in accordance with this AGREEMENT.

TASK 2. CLIENT COMMUNICATIONS AND COORDINATION

The CONSULTANT develop and implement a Client Communications Plan in order to maintain open and continuous communications about project status, issues, risks and change management. The Plan will be reviewed and approved by the CITY. The Communications Plan and CONSULTANT's ongoing efforts will include:

Bi-weekly project status updates known as 5/15 Reports, delivered via email to the CITY Project Manager;

Project updated regarding status, progress, issues, risks and schedule at Monthly Client Coordination Meetings.

CITY Responsibilities:

- Timely review of bi-weekly 5/15 Reports and response with any questions or concerns within 2 working days of receipt of report.
- Arrange for meeting facilities at the CITY Offices for Monthly Client Coordination Meetings.
- Attend and participate in the Monthly Client Coordination Meetings.

Assumption(s):

- There will be a total of 12 (monthly) Client Coordination Meetings, held at the CITY Offices.
- CONSULTANT participation will include the Project Manager, and appropriate Discipline Lead(s). Additional CONSULTANT staff may participate via conference call, if required.

Deliverable(s):

- Meeting agendas and summary notes.

TASK 3. QUALITY ASSURANCE / QUALITY CONTROL

The CONSULTANT's Quality Assurance Checklist will be completed and submitted by the CONSULTANT with each Plan submittal. Final work submitted to the CITY shall be stamped and signed by a professional engineer in the State of Washington. Preliminary, 60%, and 90% Plans, Specs, and Estimate shall not be stamped and will be marked "Not for Construction".

The CONSULTANT will upload submittals to the project FTP site. The CITY will contact PROJECT stakeholders to download and review submittals. Stakeholders may include but are not limited to CITY Departments as appropriate (e.g. Police, Fire Public Works Operations), Snohomish County Public Utility District, PSE, Frontier, Comcast, USPS, Community Transit, USACE, WDFW and ECOLOGY. The CITY will summarize the PROJECT stakeholder review comments of each plan submittal and transmit the comments to the CONSULTANT in a Review Ledger. The CONSULTANT will respond to the CITY's comments in the Review Ledger by indicating the actions taken on each comment, verifying that CITY comments have been addressed (or provide written response as to why the changes have not been made).

Each plan submittal will include a comment review discussion between the CITY and the CONSULTANT. This meeting will be a collaboration session to chart the path forward to the next submittal and address any concerns that were observed during submittal review.

Deliverable(s):

- Agendas for Comment Review Meetings.
- Review Ledger with comment responses, for each submittal.

TASK 4. DATA COLLECTION / REVIEW OF EXISTING INFORMATION

The purpose of this task is to collect and review all available documents related to the project and identify areas where further research and mapping are needed, and summarize what additional information is needed for project development.

CONSULTANT will collect and review available documents from the CITY including:

- Previously modified and constructed designs.
- Plans and specifications for previous and current CITY projects for the segments of 20th Street SE adjacent to the PROJECT.
- Existing topographical and right-of-way survey information.
- Basin studies or flow data for the project area including adjacent streams and wetlands areas, and the Snohomish River wetland and estuary.
- All completed and in-progress CITY utilities and street maps, plans and studies regarding the project area (including Geographic Information Systems (GIS)).
- Existing right-of-way and easement information available at the CITY.
- Agreements, franchises, licenses and other pertinent information concerning utilities providers, businesses and properties along the corridor.
- Any Critical Areas, Wetlands, and/or Stream reports for areas within a mile of the project area.
- Agreements, licenses, easements and directives from regulatory and resource agencies applicable to the project.

Assumptions:

- The CITY will provide all available information in timely fashion.
- The CITY will assist CONSULTANT in obtaining information from regulatory and resource agencies, utility providers, WSDOT, Community Transit and other CITY departments.
- All necessary information regarding location and depth of bury for underground CITY utilities is available, accurate and readily attainable from CITY records.
- Underground and overhead utilities will be marked by 811 Locate Services.
- Utilities locations obtained from CITY records and 811 locates will be used and relied upon for the design.

- CITY will provide any current design plans and details if available for the corridor and adjacent projects in preferably AutoCAD, Civil 3D format for use and coordination with this project.
- If additional utility locate information is needed through methods such as potholing, the CITY will perform that work on City utilities and provide the information to the CONSULTANT.
- Potholing for location of franchise utilities facilities will be accomplished by the franchise utility.

TASK 5. SURVEY AND MAPPING

This task involves field surveying to densify horizontal and vertical control within the project limits, collecting existing topographic features and producing a project basemap and Digital Terrain Model (DTM) to be used in design, and conducting additional survey work to supplement the basemap and DTM as the design progresses.

5.1. Research and Existing Data Compilation

CONSULTANT will collect existing data pertinent to the project that is available from the CITY, the County, other agencies, franchise utilities, and other sources. The data shall include ROW information, topographic surveys, existing utility locations, and previous reports and documents pertaining to the project.

5.2. Survey and Construction Geodetic and Cadastral Control

CONSULTANT will recover existing survey control monumentation. A field survey traverse will be performed to densify the existing horizontal and vertical control points and to establish additional survey control along the corridor and within the project limits. The survey control traverse will be reviewed for accuracy by the Survey Quality Control Lead and adjusted by the least squares method, constrained to original, pre-design phase survey control. Horizontal Datum will be NAD 83/91, Washington State Plane Coordinates, North Zone, US Survey Feet. Vertical Datum will be NAVD 88, Feet. Consultant will set up to eight (8) permanent control points suitable for use during construction.

- Geodetic Control: This task involves the establishment of survey control at the project site for use in all phases of the project. Typically, survey control will be established using GPS together with terrestrial Total Station observations.
- Cadastral Control: This task involves records research and the recovery and observation of cadastral monumentation for use in the resolution of the ROW, boundaries, and any required easements.
- Project Datum: Points will be moved to a project datum using WSDOT methodology and utilizing the combined scale factor provided in the “06-0057-1 DS-ROW RW2 Revised AS ACQUIRED” AutoCAD file updated in 2011.

5.3. Field Surveying and Base Mapping

A Washington State licensed professional land surveyor will prepare an existing conditions survey. Base mapping shall include topographic features and elevations within the project limits to a level of detail necessary for a proper engineering design and will field locate the following within the project limits:

- Topographic features include edge of pavement, Sidewalk, curb, fences, signs, parking features, surface utilities, surface evidence of subsurface utilities, and trees 4-inch diameter and greater. The north and south survey limits are full right-of-way or to fences / walls, whichever is closer, on 20th St. SE and extend 20-feet further along side streets to cover returns and ADA ramps. West survey limits

will begin 100-feet west of the centerline projection of Hillside Rd. East survey limits will be 650-feet east of the intersection of 79th Ave SE.

See **Exhibit-Project Limits** attached.

- Locations of proposed geotechnical borings, if any.
- Utility paint markings
- Existing overhead utility lines

CONSULTANT will be responsible to call for utility locates. Locates will be obtained prior to the commencement of field survey for sub-surface utilities. These will be done by a private utility locating firm and will be coordinated by 1 Alliance.

CONSULTANT will perform measure downs to collect invert elevations and pipe sizes of sanitary and storm sewer systems and obtain top of operating nut elevations on all water valves and compile this data into the project basemap.

CONSULTANT will prepare a 1"=20' comprehensive basemap adequate to support the design and cost analysis work performed in the design. The completed base map will be reviewed for accuracy by the Survey Quality Control Lead and any comments made during this review will be rectified and verified prior to release of the basemap. Existing features to be compiled and shown include:

- Roadway, pavement markings, sidewalk, curb & gutter, guardrails, railroad crossings, signals, structures, buildings, culverts, houses, poles, signs, overhead and surface utilities, ditches, streams, culverts and trees 4" or greater at DBH.
- Right-of-way lines, parcel lines, roadway centerlines, survey control points, and survey benchmarks.
- Wetland and buffers and bank full width delineations, if any.

5.4. Right-of-Way and Parcel Resolution, Easements, Exhibits, and Legal Descriptions

CONSULTANT will rely on the provided ROW basemap "06-0057-1 DS-ROW RW2 Revised_AS ACQUIRED" AutoCAD file updated in 2011.

The CONSULTANT will review available online documents for ROW acquisitions that may have been acquired since the provided ROW basemap was last updated, (2011). Resolving any ROW or parcel boundaries would be considered an out of scope item(s).

5.5. Office Processing and Deliverable

This task includes the office processing of the surveyed data sets and the extraction of the data required for deliverable.

This task also includes the processing of the data collected for use in determining the right-of-way and the creation of the topographic mapping deliverable.

5.6. Supplemental Surveys

It is assumed that during the design phase, some level of supplemental survey may be necessary, and for purposes such as private property match/conforms, utility features, structure elevations, or features requiring more definition for design purposes. For budgeting purposes this task item has been estimated not to exceed 24-field crew hours. Any costs for performing additional survey beyond 24-field crew hours, may be adjusted accordingly and approved by the CITY via a written amendment before commencement of field activities.

CONSULTANT will process the supplemental field survey data and update the existing basemap to include the supplemental data.

Assumptions:

- Right-of-Entry (ROE), if required, to be obtained by the CITY.
- Traffic control, if necessary, to be provided by others.
- Survey control used on previous phases that the mapping matches into will be provided by CITY.
- Underground utilities will be painted or located by a private utility locating company, as possible.
- Tree Tags are not a part of the scope of services.
- Tree drip-lines are not a part of the scope of services.
- ROW and parcel resolution are not a part of the scope and services.

Deliverable(s):

- Topographic Survey and ROW Base Map in project datum (electronic copy), 1"=20' basemap, 1-foot contour intervals.
- Supplemental survey and corresponding Base Map updates.
- AutoCAD Surfaces (DTM Files) (electronic copy).
- Copy of field survey books (hard copy).
- ASCII file of control points.
- Control points to be used for the purpose of construction.

TASK 6. GEOTECHNICAL ENGINEERING

CONSULTANT will provide geotechnical engineering services needed to support development of contract documents for the construction of retaining walls, utilities, stormwater ponds, signal pole foundations, and other road improvements associated with the project. CONSULTANT services include:

6.1. Geotechnical Project Set-up and Data Collection

Project Setup: The CONSULTANT will initiate the project and set up billing information in support of invoicing throughout the project. HWA will also generate a project specific health and safety plan for the project.

Attend Project Kickoff Meeting: The CONSULTANT will participate in one project kickoff meeting with the City of Lake Stevens and the design team. This meeting will review project objectives, communication protocol and schedule.

Collect and Review Available Geotechnical Data: The CONSULTANT will review readily available geotechnical information along the project corridor. This review will include online geotechnical databases, geologic maps and the CONSULTANT's 20th Street explorations completed for the County. Additionally, the CONSULTANT will request borings from WSDOT for the Highway 2 and Highway 204 interchange.

6.2. Subsurface Explorations and Laboratory Testing:

The CONSULTANT will perform subsurface explorations, laboratory testing, and geotechnical engineering analyses for the project.

Plan the Geotechnical Field Exploration Program: The CONSULTANT will plan and coordinate the geotechnical exploration program for the project. The exploration program will consist of drilling a series of borings to provide data for design of retaining walls, luminaire and other proposed improvements. Additionally, a series of up to 3 pavement cores will be conducted within the southern shoulder of 20th Street.

Conduct Utility Locates: The CONSULTANT will mark the proposed exploration locations and arrange for utility locates using the Utility Notification Center. The CONSULTANT will make additional site visits to verify that the proposed locations of the borings and pavement cores are clear of utilities prior to finalizing the exploration plans and mobilizing the equipment.

Develop Traffic Control Plans for Geotechnical Explorations: The CONSULTANT will coordinate with the City and design team and develop site specific traffic control plans for the proposed geotechnical exploration and pavement cores.

Generate Geotechnical Exploration Work Plan Memo: The CONSULTANT will prepare a Geotechnical Work Plan Memoranda for the proposed exploration program. The work plan will be submitted to the design team and the City for review and approval. The work plan will detail the type, location, and extent of proposed field explorations along with logistics necessary to perform the work such as traffic control plans and staging areas. The work plans will also be used for utility locating clearances and for permitting that may be necessary to access the exploration locations. The CONSULTANT assumes the City or HDR will provide any required permits or rights of entry at no cost to the CONSULTANT.

Conduct Geotechnical Explorations: The CONSULTANT estimates that 2 days of drilling will be required to fill in gaps of certain area where no previous explorations were performed to assess the subsurface soil and groundwater conditions along the alignment, in support of developing of the plans. The CONSULTANT also estimates that 1-day of pavement coring will be required to drill pavement cores within the southern shoulder of 20th Street to identify existing pavement thickness.

Each geotechnical boring will be drilled with a track mounted limited access drill rig. The CONSULTANT will attempt to locate each of these borings outside of the existing roadway to minimize impact on vehicular traffic. However, it is possible that some of the boring locations may have to be shifted onto the road shoulder or to traffic lanes due right of way restrictions and/or underground utility conflicts. If borings have to be located in the roadway proper traffic control will need to include flagger assistance.

Each pavement core will be located within the southern shoulder of 20th Street and drilled to identify the thickness of the existing shoulder pavement. The CONSULTANT assumes that pavement cores will be completed with shoulder closures not requiring flaggers.

Due to access limitations and the presence of overhead utilities, most borings will be drilled with limited access equipment. Each of the above described geotechnical explorations will be logged by the CONSULTANT's geologist.

Generate Boring Logs and Assign Laboratory Testing: The CONSULTANT will prepare summary boring logs and perform laboratory testing to evaluate relevant physical properties of the site soils. Laboratory testing will include moisture content, hydrometer, grain-size distribution, Atterberg Limits, and California Bearing Ratio (CBR).

6.3. Geotechnical Design Services:

CONSULTANT will develop geotechnical recommendations for the design and construction of the roadway improvements and structure alternative. Anticipated geotechnical design services include the following:

Evaluate Field and Laboratory Data: CONSULTANT will generate estimates of the soil strength and other properties needed to evaluate the effects that the subsurface conditions will have on the proposed improvements.

Generate AASHTO seismic design parameters: Based on the soils encountered along the alignment, the CONSULTANT will determine the Site Class for seismic design. The design spectral acceleration parameters will then be selected in accordance with the AASHTO Specifications for Roads and Bridges.

Luminaire Design Recommendations: The CONSULTANT will evaluate the lateral bearing pressures of the soil at the boring locations and provide geotechnical recommendations for luminaire foundations based on WSDOT standard plans and procedures.

Pavement Design Recommendations: The CONSULTANT will evaluate the exiting subgrade data and develop pavement design recommendations for the project.

Develop Retaining Wall Recommendations: CONSULTANT will provide recommendations for design of retaining structures. We expect that proposed retaining walls will consist of soldier pile and lagging walls, SEW walls or gravity block walls.

Compressible Soils Mitigation: CONSULTANT will work with the design team to develop conceptual options for mitigating the assumed presence of compressible soils along the corridor.

HWA QA/QC: CONSULTANT will have the design calculations, recommendations, and reports reviewed in accordance with its QA/QC plan.

Project Coordination Meetings: The CONSULTANT will participate in up to two (2) project coordination meetings at HDR or the City of Lake Stevens Offices.

Prepare Draft Geotechnical Engineering Report: CONSULTANT will prepare a draft geotechnical engineering report for the project. This report will contain the results of the subsurface exploration program, including logs, laboratory test results, and a description of the subsurface conditions; a site plan showing exploration locations and other pertinent features; and geotechnical engineering recommendations for the design and construction of the proposed roadway improvements.

Respond to Comments on the Draft Geotechnical Engineering Report: The CONSULTANT will respond to one round of review comments on the draft geotechnical report.

Miscellaneous Geotechnical Evaluations: HWA will evaluate miscellaneous geotechnical issues not described in the above section to support the Project Team in the design and planning of work defined in this scope. HWA assumes 10 hours of labor for this effort.

Final Report: CONSULTANT will finalize the geotechnical engineering report based on review comments from other design team members and the CITY. A comment resolution form will not be produced. However, a statement through email or other correspondence will occur if a comment is not incorporated.

Plan Review: CONSULTANT will conduct a review of the project plans at the 60% and 100% milestone submittals to ensure that the geotechnical aspects of the project have been incorporated into the project documents.

A letter will be produced after review of the 100% documents for conformance with the geotechnical design and construction recommendations for the project.

Invoice Generation and Processing: The CONSULTANT will prepare monthly invoices, and progress reports for the duration of the design phase of the project.

Geotechnical Task Management: The CONSULTANT will provide task management to all geotechnical related aspects of the project. The CONSULTANT will correspond with the City and the design team in the form of meetings, emails, fax, and telephone calls, as necessary.

Assumption(s):

- One day of geotechnical borings will be completed in support of development of the design for the corridor.
- No explorations will be conducted within WSDOT right of way.
- No groundwater monitoring wells will be installed.
- The subsurface explorations will be performed within the CITY right-of-way or on CITY property. The CONSULTANT will be responsible for preparing traffic control plans. All required street use and right-of-way permits will be secured and provided by the CITY at no cost to the CONSULTANT.
- Access and right-of-entry to the subsurface exploration locations by the exploration equipment and personnel, and for groundwater well data collection by the CONSULTANT, will be provided by the CITY. This access includes the construction and removal of all temporary roads required for the subsurface exploration work.
- Vegetation clearing may be required to access the exploration locations. Vegetation clearing needed beyond the use of a hand machete will be completed by the CITY.
- All geotechnical borings and pavement cores conducted through the pavement will be patched with rapid-setting concrete. No saw cuts and hot mix asphalt patches will be required.
- The spoils from the subsurface explorations will not be characterized as hazardous waste.
- Spoils from the borings will be drummed on site and transported off site for disposal by the drilling subcontractor.

- The subsurface explorations will not be used to assess site environmental conditions. However, visual and/or olfactory observations regarding potential contamination will be noted. Analysis, testing, storage, and handling of potentially contaminated soil and groundwater (either sampled or spoils from drilling) are beyond this scope of services. If contaminated soils and/or ground water are encountered, the material will be properly contained on-site for disposal as mutually agreed upon without additional cost to the CONSULTANT.
- The borehole locations will be surveyed by others.
- Design for the geotechnical engineering analyses will be based on 2015 WSDOT Geotechnical Design Manual and 2014 AASHTO LRFD design criteria. Design of the stormwater water infiltration rates will be based on the Department of Ecology 2012 Stormwater Management Manual for Western Washington.
- Pilot infiltration tests (PITs) and groundwater mounding analyses are not included in this AGREEMENT.
- The site soils will support standard WSDOT plan luminaire foundation design. Non-standard luminaire foundation design will not be required.
- SEWs will be designed by the contractor. Internal stability and facing analyses will not be performed as part of this AGREEMENT.
- Soil samples will be collected from the borings using the Standard Penetration Test (SPT) at intervals of approximately 2-½ feet to 15 feet of depth and 5-foot interval thereafter.

Deliverable(s):

- Geotechnical Work Plan Memorandum (Electronic copy as Microsoft Word)
- Draft Geotechnical Engineering Report (Electronic copy as Adobe PDF)
- Final Geotechnical Engineering Report (Electronic copy as Adobe PDF and 3 paper copies)
- Plans and Specification markups (Comments and edits to Adobe PDF or Microsoft Word document)
- Review Conformance Letter at 100% Project Milestone (Electronic copy as Adobe PDF)Review Conformance Letter at 100% Project Milestone (Electronic copy as Adobe PDF)

TASK 7. TRAFFIC ANALYSIS

The purpose of this task is to analyze recent and relevant traffic data on existing conditions to best define and further develop the corridor design. Analysis will determine concept of operations for the HOV/Transit lane and interactions at all signalized intersections within the project limits. The need and parameters for dedicated transit phasing and queue jump operations will be determined. Furthermore, the analysis will determine improvements to be considered for the design of the corridor to promote operational efficiency.

7.1. Data Collection

7.1.1. Traffic Counts

CONSULTANT will collect tube counts at the following three (3) locations:

- 20th Street SE, west of Cavaleros Road
- 20th Street SE, east of 83rd Avenue SE
- 20th Street SE, west of State Route 9

Duration of counts will be for one week to develop an accurate volume profile for the corridor and determine peak traffic periods for further analysis.

CONSULTANT will collect weekday AM and PM peak hour intersection turning movement counts (with heavy vehicles, bicycles, and pedestrians quantified) at the following nine (9) locations (bold = existing signal):

- **Cavaleros Road/75th Avenue SE**
- **79th Avenue SE**
- **83rd Avenue SE**
- 88th Drive SE
- **91st Avenue SE**
- 94th Drive SE
- **State Route 9**
- **99th Avenue SE**
- **S. Lake Stevens Road**

7.1.2. Field Observations

Field investigations of traffic movements and operations will be conducted during a typical morning peak period, with attention to typical queue extents, any cycle failures, and yielding interactions between vehicles and non-motorized traffic. All data will be summarized in spreadsheet form with a short summary.

7.1.3. Other Data

Signal timing data for the signalized intersections listed above will be provided by the CITY. Basic intersection and roadway geometric data will be gathered in direct partnership with the roadway design team, and, if gaps remain afterward, measured either in the field or using publicly available online resources. Transit stop usage information will be requested from Community Transit, coordinated through CITY staff.

7.2. Operations Analysis

7.2.1. Software

CONSULTANT will create the microsimulation models using Synchro/SIMTraffic software. CONSULTANT will use Synchro to evaluate and determine reasonable lane configurations at each study intersection as well as develop operations strategies for movement of vehicles.

7.2.2. Scenarios

The analysis will be conducted on AM and PM peak hour evaluation for existing, Opening Year and Design Year (5 years after opening as this is an interim phase to complete build out) conditions. The existing model will be used to develop a base line and calibrate the model. The Opening Year scenario will be to assess construction conditions and short-term needs, when capacity is limited but traffic is expected to be higher than in the existing condition. The design Year analysis will be used to determine the length of turn bays and other corridor design features to improve capacity at intersections that are anticipated to fail in the near future.

7.2.3. Traffic Growth Estimates

Future traffic growth percentage estimates for Opening Year and Design Year will be calculated using the CITY's 20th Street SE Corridor Subarea plan assumed three percent annual growth rate.

7.2.4. Measures of Effectiveness

The AM and PM peak hour traffic measures of effectiveness (MOEs) for all of the signalized intersections will include (1) LOS and average delay at signalized intersections, (2) average queue lengths for each intersection approach, and (3) the estimated left turn pocket lengths required to prevent spillback into the roadway through lanes. These measures will be indicated in detailed software output reports for each intersection under each scenario and peak hour.

7.2.5. Collision Data Analysis

Review collision data along the corridor to find collision patterns and to develop improvements that might reduce the probability of those types of collisions.

7.2.6. Temporary Traffic Control Operations Analysis

CONSULTANT will estimate the MOEs during construction for anticipated traffic control activities such as flagger operation with alternating one-way traffic along 20th Street SE will be analyzed during an off-peak period. Average vehicle delays and queue lengths will be estimated. A volume-to-capacity analysis will be performed for potential detour roads if determined to be feasible.

7.2.7. Traffic Technical Memo

CONSULTANT will produce a draft and final traffic technical memo documenting basic assumptions, methods, and summary results from the traffic analysis.

Traffic technical memo will provide a discussion of the concept of operation for transit signal priority and HOV/Transit operations at the signalized intersections.

Included in this memo will be a brief summary of the collision history along the corridor throughout the project limits.

Operational analysis for maintenance of traffic during construction will be document for consistency with plan development.

Assumptions:

- CITY to provide signal timing data for existing signals listed previously.

Deliverable(s):

- Data Collection Summary
- Traffic Technical Memo including Synchro MOE Summary Tables
- Detailed Operations Analysis Output Report Sheets for Each Intersection
- Electronic Synchro Files

TASK 8. PRELIMINARY ENGINEERING

The objective of this task is to evaluate and document possible design alternatives to develop an optimal design resulting in a preferred alternative that improves safety for all users, enhances corridor mobility, minimizes ROW acquisition needs, and is supported by the community.

8.1. Preliminary Engineering

The CONSULTANT shall prepare one horizontal and vertical alignment for the westbound widening of 20th Street SE, including typical roadway sections, locations of proposed rockeries, and project limits to approximately a 5% design level, to aid the evaluation and screening efforts of available widening options and confirm project.

8.1.1. Documentation

The preliminary engineering work for the roadway design will include completion of the design criteria memorandum which will document the standards to be followed on the project.

8.1.2. Design Roll Plot

The design team will work together to collaborate on the overall design of the project. This collaboration will include a design workshop to resolve potential issues and coordination elements and result in the 5% preliminary design.

Preliminary Design will include the following proposed linework:

- Pavement, Sidewalk, Curb and Gutter
- Rockeries, and Fencing Locations
- Channelization of roadway and side streets
- Confirmation of Existing Bus Stop Locations
- Locations for known existing Water and Sewer Mains
- Proposed Location of Stormwater Conveyance and Treatment/Detention Facilities
- Proposed Relocation of Overhead Communication Conduits
- Proposed Relocation of Overhead Power.
- Location of Existing Signal and Illumination Poles
- Location of Proposed Traffic Operations Improvements (Loops / Video Detection on Existing Signals)

Assumption(s):

- The CONSULTANT will evaluate one alternative.
- Only one alternative (preferred alternative) will come out of the preliminary engineering design phase after review by the CITY. This will include recommendations for areas to adjust the typical design section to minimize ROW and environmental impacts and reduce project risk.
- Right of way impacts and acquisition needs will be identified for the preferred design alternative.
- Environmental impacts will be identified for the preferred design alternative.
- A thorough investigation of the existing signal system will be conducted and a preliminary assessment of new equipment and communications needed will be part of this effort.
- A review of existing street and intersection lighting will be conducted. General recommendation for street lighting improvements including power source and owner/maintainer strategies.
- Attend one (1) meeting with the CITY to discuss alternatives. Up to 2 CONSULTANT staff shall attend.

Deliverable(s):

- Roll plot including existing basemapping, right of way, alignment, channelization, and roadway typical sections will be developed.
- Preliminary Design Criteria Memorandum.

TASK 9. 60% DESIGN

9.1. General

CONSULTANT will advance the design of the Preferred Alternative from the work completed under the Preliminary Design of the PROJECT. The Preliminary Design effort established the PROJECT footprint for roadway improvements, basic channelization, conceptual design for utility and drainage systems, and structural features.

The CONSULTANT shall follow the guidelines set forth in the CITY's Design Standards and Plans Preparation Manual when preparing the 60% plans, specifications, and estimate.

Assumption(s):

- Symbols used by the CONSULTANT in the plans shall follow APWA standards. If the symbols are not in the APWA standards, then WSDOT standard symbols shall be used.
- Plans shall be prepared on the CITY's alignment survey for the ROW. Each sheet shall contain design elements, with line work for items detailed on other sheets screened back or drawn in light pen weight. The CONSULTANT is expected to the Industry Standard of Care in the design planning and layout, with elements shown as close as possible to where they are to be installed.
- General Construction Notes will be noted on plan sheets. General Notes will be numerically ordered and consistent throughout the plan set. Note and leader shall call out unique Construction Notes. Bubbles with leaders will be acceptable only for recurring Construction Notes and wiring notes for Signal and Illumination plans as they are numerically ordered and consistent throughout the applicable sheets.
- If additional detail is required to provide clarity, the Plans and Details shall include an exploded view. Cross-sections and profiles shall reflect existing features and proposed facilities, both above and below ground.
- The level of effort and fee estimate for this task is based on the number of sheets for each discipline as shown in the sheet list provided. The sheet list was prepared based on CONSULTANT's current knowledge of the project scope and anticipated work elements.
- CONSULTANT shall consult with the CITY prior to developing any sheets if the actual number of required sheets varies from the original sheet count estimate. If the CITY and CONSULTANT concur that total number of sheets required to detail the project exceeds the original estimate, the budget for this task may be amended.

9.2. 60% Design Plans

CONSULTANT will prepare the contract drawings in accordance with the CITY's design standards. Unless otherwise noted or directed by the CITY, CONSULTANT will prepare plan view sheets at a 1" = 20' scale (full size) and 1" = 40' scale (half size).

CONSULTANT will prepare a set of General Sheets including:

- A cover sheet including an index of drawings.
- A vicinity map showing the project limits. The vicinity map will include the beginning and ending of construction, stations, major cross streets, waterways, and critical areas.
- A sheet layout index showing the sheet layout for the corridor.
- A general notes, abbreviations, and symbols sheet.

9.3. Typical Roadway Sections

Roadway sections will be developed for the 20th Street SE widening denoting roadway widths, right-of-way widths, sidewalks, landscaping, pavement design, wall locations, and traffic lanes. It is assumed that all cross street work will be minor and will be able to be built using plan and detail sheets only – no roadway section will be required. The typical sections cover typical work throughout sections of the project and will not include every minor change in section dimensions and features. Where there are anomalies the appropriate discipline plans will be referenced for concurrence.

9.4. Site Preparation and Temporary Erosion Sedimentation Control (TESC)

CONSULTANT will define the site preparation and demolition activities, including items to be abandoned, salvaged, recycled or removed, and identify facilities that need to be protected during construction. Site Prep plans will include surface feature items, such as pavements (by type), sidewalk, curbs, walls, and miscellaneous structures. Demolition required for utilities, drainage features, signing, signalization and illumination will not be included in these drawings and will be shown on the relevant discipline drawings. Cut/fill lines will be shown on the site preparation plans.

CONSULTANT will prepare temporary erosion control details which show erosion and sedimentation controls measures to be used for this project. Cut/Fill lines will be shown on the Site Preparation and TESC plans.

The TESC information will be prepared in accordance with the CITY requirements and by reference the requirements written in the 2012 ECOLOGY Stormwater Management Manual for Western Washington and will also be included with the SWPPP.

9.5. Roadway Improvement Plans

CONSULTANT will prepare roadway improvement plans that will show dimensions for roadway outlines, curb and gutter, and sidewalks. The plans will also show curb returns, tapers, intersection layouts, proposed driveway access, and other pertinent surface features. The paving details will include design details of atypical curbs, paving, and layout of flatwork features not captured by the standard plans.

Roadway improvement plans will include a set of alignment tables for survey control, monumentation, and alignments. The alignment tables will list necessary curve details for both existing and proposed centerline alignments. The plan sheets will include alignment centerline, horizontal and vertical control data for 20th Street SE within the PROJECT area.

Existing ROW information will be included on these plan sheets.

CONSULTANT will design roadway widening to match existing intersection grading, curb returns and ramps, and existing cross street existing terrain. Curb ramp grading will be performed for existing curb ramps at the Cavalero Rd/75th Avenue SE, and 79th Avenue SE intersections to confirm compliance with current ADA requirements. Improvements will be designed on curb ramp detail sheets to meet ADA requirements.

It is assumed that an ADA Maximum Extent Feasible (MEF) will not be required on this PROJECT.

CONSULTANT will design grading to tie into the existing terrain at private properties adjacent to the corridor.

CONSULTANT will provide structural engineering input to evaluate the need for rockeries to match existing edge conditions and detailing of rockeries utilizing CITY and WSDOT standard designs. Design of structural wall systems (e.g. cantilever walls, SEW, soldier-pile walls, etc.) are not included in this scope of services. Design of structural wall systems will be considered Extra Work, to be completed upon written authorization.

9.6. Drainage System Plans & Details

CONSULTANT will prepare plans and details for the gravity drainage design, including plan views of drainage pipes and structures, detention facilities, water quality facilities, connections to the existing stormwater systems, and nonstandard drainage details. These storm system layouts will include catch basin and manhole locations, and the details required to describe the stormwater facilities.

These plans will include profiles for the storm drains required within the project limits. Pipe elevations on all invert, size, length, and type as well as drainage structures will be included. Profiles of the stormwater facilities will also be included. Existing and proposed utility crossings will be depicted based on pothole data and utility profiles.

CONSULTANT will determine flow control and water quality sizing requirements based on the 60% roadway design, determining threshold discharge areas (TDAs) and watershed basins, calculating land-use areas (polluting generating impervious surfaces, pervious surfaces, new hard surfaces, etc.) within TDAs and basins, and applying threshold criteria to calculated areas to determine the minimum requirements that apply from the Stormwater Management Manual for Western Washington.

9.6.1. Stormwater Pollution Prevention Plan (SWPPP)

The CONSULTANT shall prepare a SWPPP application package to accompany the earthwork and temporary erosion control plan sheets for submittal to the CITY for review. The SWPPP will be in accordance with the CITY's Municipal Code and WA State Department of Ecology standards. The CONSULTANT will incorporate

the CITY's comments, as applicable, in the Final SWPPP. The SWPPP will be prepared to level that is sufficient to support of the NPDES NOI permit process. One SWPPP with will be prepared for the entire project.

Deliverable(s):

- The Draft SWPPP will be submitted with the 90% design.
- The Final SWPPP will be submitted with the Ad-Ready design.

9.6.2. Drainage Design Report

CONSULTANT shall prepare a Drainage Design Report in accordance with the requirements of the City of Lake Stevens' municipal code and by reference the 2012 WA State Department of Ecology (ECOLOGY) Surface Water Management Manual for Western Washington. The Drainage Design Report will document the minimum stormwater management requirements that apply to the project; BMP selection; calculations to support complete BMP and conveyance sizing; and a summary of long-term operations and maintenance plan components.

CONSULTANT will evaluate and select Best Management Practices (BMPs) to provide permanent stormwater management for the project in accordance with the CITY requirements. Based on previously completed drainage studies along the corridor, it is anticipated that the poorly drained soils will not permit stormwater discharge by infiltration. The stormwater system will be designed to collect and treat, as appropriate, flows and discharge into the existing stormwater system.

BMP selection will be based on soil characteristics, topography, the amount of space available within the right of way, life-cycle cost and aesthetic considerations, and the CITY's overall sustainability goals for the project.

Hydrologic modeling will be performed using an Ecology approved continuous simulation hydrologic model to size BMPs and evaluate the expected performance of each in terms of meeting Minimum Requirements from the ECOLOGY Manual, as they apply to the project. Results from the modeling will be used to evaluate design parameters, such as the amount of flow to divert to each BMP; and preliminary facility depths, surface areas, and slopes needed to meet the applicable minimum requirements.

Assumption(s):

- The Draft Drainage Design prepared under this task will correspond to the 60% complete designs.
- There will be only one version each of a Draft Drainage Design Report and Final Drainage Design Report.
- The 60% Draft Drainage Design Report will be subject to one round of CITY review. The CITY will provide one consolidated set of synthesized comments on the draft memorandum to the CONSULTANT. The CONSULTANT will incorporate the CITY's comments, as applicable, in the Final Drainage Design Report submitted during the 90% Design Submittal.
- Western Washington Hydrology Model (WWHM) or MGS Flood modeling software will be used.
- The default rainfall gage with a site specific correction factor and model parameters will be used.

- Model calibration or validation will not be performed.

Deliverable(s):

- The Draft Drainage Design Report will be submitted with the 60% design.
- The Final Drainage Design Report will be submitted with the 90% design.

9.7. Utilities and Stakeholder Coordination

CONSULTANT will include the location of the existing utilities within the roadway corridor on the Roadway Improvement Plans. Information will be based upon the survey and data collection task scope. Identified potential utility conflict locations will be provided to affected utilities to aid in potholing efforts to be completed by the CITY and Franchise Utilities. CONSULTANT will coordinate with affected utilities to identify type, size and location of future utilities. CONSULTANT will work with the Franchises to locate their proposed facilities but will not design their work. Franchise Utility design will be completed by the Franchises.

CONSULTANT will coordinate the design and traffic operations evaluations with Community Transit (CT) in order to better understand current and future transit operations. It is anticipated that existing transit stop locations and facilities will not change.

Assumption(s):

Non-CITY Utilities may include:

- Puget Sound Energy – Natural Gas Main
- Snohomish PUD – Transmission and Distribution Power
- Comcast – Cable TV / Fiber Optics
- Century Link – Telephone Communications/Fiber Optic
- Frontier – Telephone Communications/Fiber Optic

CITY Utilities Include:

- Water Main
- Sanitary Sewer
- Storm Water (Included under separate task)

9.8. Channelization & Signing Plans, Schedules & Details

CONSULTANT will prepare plans and details for the channelization, including lane and edge stripes, stop bars, pavement markings, crosswalks, and geometry of striped medians and turn pockets. Limits of channelization will extend from a point approximately 1,000 feet east of the US2 Trestle/SR204 East Interchange to the east end of the proposed BAT Lane widening (approximately 83rd Avenue SE).

CONSULTANT will prepare signing layouts that show the location of new and relocated signs and associated sign design details. Signing will conform to the current edition of the MUTCD and the CITY'S signing guidelines. This effort is limited to new signs for the HOV/Transit lane to conform to MUTCD guidelines and best practices. Full corridor signing improvements is not anticipated.

Information regarding HOV/Transit channelization required east of 83rd Avenue SE will be provided to the CITY for incorporation in the 5-Lane Widening Project between 83rd Avenue SE and 91st Avenue SE.

9.9. Signals, Illumination, & ITS

CONSULTANT will prepare the signal modification plans, and details showing proposed locations for the signal equipment, electrical hardware, and wiring diagrams for a maximum of four (4) impacted intersections:

- Cavalero Rd/75th Avenue SE and 20th Avenue SE
 - Minor detection modifications to opticom system and advanced loops.
 - Controller programing modifications
 - Additional signal indications and right turn restriction devices.
- 79th Avenue SE and 20th Street SE
 - Minor modification to the advanced loops and video detection systems.
 - Controller programing modifications
 - Additional signal indications and right turn restriction devices.
- 83rd Avenue SE and 20th Street SE
 - Minor modification to the advanced loops and video detection systems.
 - Controller programing modifications
 - Additional signal indications and right turn restriction devices.
- 91st Avenue SE and 20th Street SE
 - Minor modification to the advanced loops and video detection systems.
 - Controller programing modifications
 - Additional signal indications and right turn restriction devices.

CONSULTANT will include ITS elements as required to facilitate operations of the HOV/Transit lane and with direction from the City and in coordination with Community Transit (CT). The CITY will provide input on standard details and specifications for the ITS system components.

CONSULTANT will provide a lighting design that coordinates with PUD utilities and develops a strategy for City owned and/or PUD owned lighting along the corridor. CONSULTANT will work with the CITY to determine the general layout, configuration, and type of light fixture(s) for the roadway and pedestrian lighting to be used on this project and match previously completed projects along the corridor. CONSULTANT will model photometrics that match the chosen fixture using AGi32 software. The lighting analysis will show the spacing

of luminaires needed to meet lighting requirements. The design layout will show the proposed lane configuration, type of luminaire configuration, spacing between luminaires, and the light level results. The street lighting design will be based on the Illuminating Engineers Society (IES) standards for a principal arterial roadway. CONSULTANT will summarize the analysis, for the CITY, in an Illumination Design Memorandum.

Illumination design plans for City owned and maintained lighting as part of the 60% design package for the project segment between 74th Avenue SE and 79th Avenue SE (north side only), with the assumption that a future full-widening project will complete the lighting system by installing lighting on the south side of the roadway. Illumination design will be based on the width of the roadway and the potential for placing luminaires on the outside of the roadway along the corridor segment.

9.10. Landscaping

Landscaping design for the corridor is not included in this scope of services. It is assumed that project landscaping will consist of re-seeding disturbed areas within the public right-of-way.

9.11. Traffic Control

CONSULTANT will develop basic traffic control narrative and sequencing plan for construction of roadway, and utility improvements utilizing lane and shoulder closures. Traffic control plan will provide basic information, including work hour restrictions determined in conjunction with the CITY, to facilitate contractor in preparing detailed traffic control plan for construction.

No detour plans will be provided based on the assumption that road closures are not feasible. At least one lane of traffic in each direction will be maintained at all times, although some turning movements may be prohibited for portions of construction. Alternate detour routes will be determined to provide opportunities for traffic to bypass segments of 20th St SE during construction. Traffic may be shifted to existing shoulders to facilitate portions of construction. Flaggers and/or Uniformed Police Officers (UPOs) may be utilized to maintain access at intersections and private driveways. Access will be maintained for businesses and private residences.

9.12. Utility Potholing

CONSULTANT will develop a potholing program to verify existing utility location, depth and size. Critical pothole locations will be determined during the design phase and coordinated with the various utility owners. Documentation will consist of pothole locations shown on plan drawings with additional information in tabular form. Tabular information will include utility type, size, location, depth and additional detail as determined. It is assumed that the City and franchise utilities will perform the potholing of utilities and concrete roadway panel locations.

Potholing will be performed after the Preliminary Engineering submittal. Utility information either gathered from pothole data or from utility as-built plans will be 3D modeled and used to identify conflict locations as

well as shown in the drainage and retaining wall profiles. Utility data and any franchise utility relocations will be incorporated into the 60% plans and profiles. All utility design work will be done by the affected utility owners.

Deliverable(s):

- Utility Potholing Program Plan
- Utility relocation information, to support utility relocation by others, will be included on the Roadway Improvement Plans.

9.13. 60% Submittal

The CONSULTANT will use the Preliminary Engineering plans and progress to the 60% design and plan level. The CONSULTANT will take into consideration the Preliminary Engineering review comments from the CITY while advancing to the 60% level.

9.13.1. 60% Plans

The CONSULTANT will develop the 60% plans to include the sheets listed in the following table.

60% Submittal Sheet List

Sheet Description	60%
Cover Sheet with Vicinity Map and Index	1
Legend, General Notes, Abbreviations, and Project Key map	2
Roadway Typical Sections & Details	1
Site Preparation & TESC Plans	8
TESC Notes & Details	1
Roadway Improvement Plans	8
Roadway Details	2
Drainage Plans and Profiles	8
Drainage Details	2
Channelization & Signing Plans	8
Channelization, Signing Schedule & Details	2
Illumination & ITS Plans	10
Signal Plans & Details (4 Intersections)	8
Illumination Schedule & Details	1
ITS Details	2
Staging and Traffic Control Sequencing Notes	1
Staging and Traffic Control Plans	4
Total # Sheets	69

9.13.2. 60% Specifications

The CITY will supply the CONSULTANT with the current version of the CITY's Special Provisions, the CITY's boilerplate up front and Division 1 specifications supplied in a Microsoft Word format. CONSULTANT will be required to create a "run-list" and edit the boilerplate version by supplementing project specific information. The CONSULTANT shall keep a current project "run-list" and rerun the batch program prior to each plan submittal.

9.13.3. 60% Engineer's Opinion of Cost

- CONSULTANT's Engineer's Estimate shall develop an opinion of cost and document the estimate with backup quantity calculations. Backup calculations shall specifically include items measured by the appropriate unit. The Engineer's Estimate will include an itemized list in tabular form, describing; section, item, and number of units (quantity), estimated unit costs, and total cost, with the understanding that any cost opinion or Engineer's Estimate provided by the CONSULTANT will be on the basis of experience and judgment. The estimate shall be prepared using standard unit costs and lump sum prices. Ott- Sakai subconsultants will provide recommendations for unit costs and of estimate items. The 60% opinion of probably cost shall include contingencies for elements not yet fully defined. The "Bid Proposal" within the boilerplate specifications shall be prepared from this information by the CONSULTANT.

TASK 10. ENVIRONMENTAL DOCUMENTATION & PERMITTING

The purpose of this task is to engage the regulatory agencies, conduct fieldwork, prepare documentation, and prepare SEPA, and City Permit application packages. The initial assessment is that no other state or federal reviews and permits will be required.

10.1. Organize an Environmental Kick-off meeting and site visit.

Attendees should include the CONSULTANT team technical staff, design team leads, and CITY staff. The purpose of this site visit is to identify nearby sensitive areas, streams, drainage flows, and wetlands; make the design team aware of these locations, and discuss alternatives to avoid impacts to these areas.

10.2. SEPA/Permitting Coordination

- A. Coordinate with CITY on a consistent basis during reviews to facilitate the process and quickly respond to agency requests or comments.
- B. Participate in design team coordination meetings by up to two environmental/permit staff.

10.3. Wetlands, Streams, Fish and Wildlife Habitat Baseline Fieldwork

- A. Field staff will review pertinent background information including the Soils Survey of Snohomish County Area, Soil Conservations Service, NWI maps, CITY maps and critical area code sections, as well as database information from WDFW, WDNR, USFWS, and NOAA Fisheries.
- B. CONSULTANT wetland biologists (one team of two) will delineate wetlands over 2 days within the study area using the three parameter methods described in the Corps of Engineers Wetland Delineation Manual (Environmental Laboratory 1987), as updated by the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys and Coast Region (U.S. Army Corps of Engineers 2010).
- C. Identified wetlands will be documented with appropriate data sheets and boundaries marked with visible plastic flagging for pickup by the survey team. Wetlands will be rated according to City and Ecology methods.

10.4. Critical Areas Report Preparation

The Critical Area Report (CAR) will be developed to address applicable sections of Chapter 14.88 of the City of Lake Stevens Municipal Code. The report will identify the general extent and location of PROJECT critical

areas as defined by the CITY including wetlands, streams, geologic hazard areas, fish and wildlife habitat conservation areas and their buffers in the study area. The Critical Areas Report will incorporate information from Task 10.3 to address wetlands, streams and buffers and Task 6 – Geotechnical Engineering - to address Geologic Hazard Areas.

CONSULTANT will work with CITY planners to develop up to three mitigation options for consideration. A general description of the mitigation required and the preferred conceptual level mitigation option will be presented in the CAR.

10.5. SEPA checklist preparation

- Prepare a draft and final SEPA checklist consistent with the requirements of WAC 197-11.
- Provide SEPA response to comments support with up to 10 unique responses to public comments.

10.6. Permit Support

- Prepare following permits:
 - a. NPDES General Construction Stormwater Permit Notice of Intent
 - b. City of Lake Stevens Grading Permit Application
- City of Lake Stevens Critical Areas Protection and Development Checklist
- Coordinate with the agency permit reviewers to facilitate review and comments.

CITY Responsibilities:

- Provide any existing project data or environmental reports prepared for previous work along the 20th Street SE or nearby development projects.
- CITY will handle SEPA processing based on SEPA checklist drafted by the CONSULTANT.
- The SEPA checklist and SEPA determination will be signed by the CITY
- Public notification will be handled by CITY staff. Copying, distribution, signage, postage etc. are not covered in this scope of work.
- Provide timely review of all deliverables and a consolidated list of review comments to the CONSULTANT, in accordance with the project schedule.

Assumption(s):

- No direct impacts to wetlands or streams are anticipated for this project. Therefore, this scope of work does not include permit preparation and acquisition services for federal, state, or local permits required for direct impacts to wetlands and streams.
- Rights-of-entry (ROE) to private properties shall be in writing prior to any initiation of field efforts.
- SEPA checklist preparation will not require additional fieldwork beyond what is detailed in Task 10.3, or additional study or analysis by the CONSULTANT. Information to prepare the checklist will be

gathered from known data sources, mapping, and online research and existing documents provided by the CITY.

- The CITY will formally issue the SEPA determination and distribute public notice and supporting materials to the appropriate agencies and the public.
- Mailing lists and postage fees will be provided by the CITY.
- Public notification mailing, distribution, posting at public facilities (library, City Hall, county facilities etc.), on-site posting as required will also be handled by the CITY.
- Coordination and payment for the public notice in the local newspapers will be handled by the CITY.
- Scope and budget to support a SEPA appeal is not included and is considered Extra Work.
- No other state and federal reviews and permit applications are included in this scope of work.
- Each document is limited to one review and revision cycle by CITY.
- Changes to the project description and/or project area may necessitate modifications to this scope of services; such changes will be considered as Extra Work.

Deliverable(s):

- Draft and Final Wetland and Stream Delineation and Buffer requirement Report.
- Draft and Final SEPA Checklist.
- NPDES Notice of Intent
- City Permits (Areas, Grading Permits).

TASK 11. FINAL DESIGN - PS&E

The CONSULTANT shall follow the guidelines set forth in the CITY's Design Standards and Plans Preparation Manual when preparing the 90%, and Ad-Ready plans, specifications, and estimate.

Assumption(s):

- The level of effort and fee estimate for this task is based on the number of sheets for each discipline as shown in the sheet list provided. The sheet list was prepared based on CONSULTANT's current knowledge of the project scope and anticipated work elements.
- CONSULTANT shall consult with the CITY prior to developing any sheets if the actual number of required sheets varies from the original sheet count estimate. If the CITY and CONSULTANT concur that total number of sheets required to detail the project exceeds the original estimate, the budget for this task may be amended.

11.1. General

The CONSULTANT will further develop the 60% design and plans to a 90% plan level and finalize to an Ad-Ready submittal including the sheets listed in the following table.

90%, & Ad-Ready Submittal Sheet List

Sheet Description	90%	AD
Cover Sheet with Vicinity Map and Index	1	1
Legend, General Notes, Abbreviations, and Project Key map	2	2
Roadway Typical Sections & Details	1	1
Site Preparation & TESC Plans	8	8
TESC Notes & Details	1	1
Roadway Improvement Plans	8	8
Roadway Details	2	2
Drainage Plans and Profiles	8	8
Drainage Details	2	2
Channelization & Signing Plans	8	8
Channelization, Signing Schedule & Details	2	2
Illumination & ITS Plans	10	10
Signal Plans & Details (4 Intersections)	8	8
Illumination Schedule & Details	1	1
ITS Details	2	2
Staging and Traffic Control Sequencing Notes	1	1
Staging and Traffic Control Plans	4	4
Total # Sheets	69	69

11.2. 90% Submittal

The CONSULTANT will use the 60% design plans and progress to the 90% design and plan level. The CONSULTANT will take into consideration the 60% design review comments from the CITY while advancing to the 90% level.

11.2.1. 90% Plans

The CONSULTANT will further develop the 60% plans to a 90% plan level including the sheets listed in the previous table.

11.2.2. 90% Specifications

The CONSULTANT will update the specifications with any new or additional special provisions from the advancement of design and incorporation of CITY comments. The CONSULTANT shall run the "run-list" prior to submittal.

11.2.3. 90% Engineer's Opinion of Cost

CONSULTANT's Engineer's Estimate shall develop an opinion of cost and document the estimate with backup quantity calculations. Backup calculations (including quantity takeoff sheets), showing assumptions made in determining quantities for each bid item, shall be made available upon request. Backup calculations shall specifically include items measured by the appropriate unit. The Engineer's Estimate will include an itemized list in tabular form, describing; section, item, and number of units (quantity), estimated unit costs, and total cost, with the understanding that any cost opinion or Engineer's Estimate provided by the CONSULTANT will be on the basis of experience and judgment. The estimate shall be prepared using standard unit costs and lump sum prices. The 90% opinion of probably cost shall include contingencies for elements not yet fully defined. The "Bid Proposal" within the boilerplate specifications shall be prepared from this information by the CONSULTANT.

11.3. Ad-Ready Submittal

CONSULTANT will use the 90% design plans and progress to the Ad-Ready design and plan level. The CONSULTANT will take into consideration the 90% design review comments from the CITY while advancing to the Ad-Ready level.

11.3.1. Ad-Ready Plans

The CONSULTANT will further develop the 90% plans to an Ad-Ready plan level without the addition of any new sheets.

11.3.2. Ad-Ready Specifications

The CITY will supply the CONSULTANT with the current version of the CITY's Special Provisions. The CITY's boilerplate specifications are supplied in a Microsoft Word format. CONSULTANT will be required to create a "run-list" and edit the boilerplate version by supplementing project specific information. Since the CITY

updates the boilerplate specifications, the CONSULTANT shall keep a current project "run-list" and rerun the batch program prior to each plan submittal.

11.3.3. Ad-Ready Engineer's Opinion of Cost

CONSULTANT's Engineer's Estimate shall develop an opinion of cost and document the estimate with backup quantity calculations. Backup calculations (including quantity takeoff sheets), showing assumptions made in determining quantities for each bid item, shall be made available upon request. Backup calculations shall specifically include items measured by the appropriate unit. The Engineer's Estimate will include an itemized list in tabular form, describing; section, item, and number of units (quantity), estimated unit costs, and total cost, with the understanding that any cost opinion or Engineer's Estimate provided by the CONSULTANT will be on the basis of experience and judgment. The estimate shall be prepared using standard unit costs and lump sum prices. The Ad-Ready opinion of probably cost will not include contingencies as all elements of work are defined. The "Bid Proposal" within the boilerplate specifications shall be prepared from this information by the CONSULTANT.

TASK 12. BIDDING PHASE ASSISTANCE

The objective of this task is to provide assistance to the CITY during the advertisement for construction and bidding phase in order to provide information to prospective bidders to support a competitive bidding environment.

CONSULTANT will provide written responses to questions and requests for clarifications to the contract documents submitted to the CITY during the bidding period. Responses will be provided in Microsoft Word format and submitted to the CITY for inclusion in contract addenda.

CONSULTANT will evaluate Bidder requests for alternative ("or equal") approvals during the bidding phase.

CONSULTANT will prepare, attend and participate in the Pre-Bid Conference.

CONSULTANT will assist the CITY in preparing all addenda.

CITY Responsibilities:

- Record, consolidate and deliver Bidder questions and requests for contract document interpretations to the CONSULTANT in timely fashion.
- Schedule, organize and conduct the Pre-Bid Conference.
- CITY will issue all addenda.

Assumption(s):

- This PROJECT will be bid as one construction project.
- Pre-Bid Conference will be held at the City of Lake Stevens Offices and include a site visit – maximum labor effort for two CONSULTANT staff of 4 hours per staff member.
- The budget for this task is limited to that amount shown in the project budget. Work beyond the budgeted amount will be considered extra work.

Deliverable(s):

- Written responses to Bidders' questions and requests for interpretations and evaluation of acceptable alternate ("or equals").
- Pre-bid addenda.
- Conformed set of contract documents.

TASK 13. CONSTRUCTION PHASE ASSISTANCE

The objective of this task is to provide assistance to the CITY during the construction of the project improvements including construction management, resident engineering, inspection and documentation. The detailed scope and budget for this task will be developed and authorized by future contract supplement.

TASK 14. PUBLIC OUTREACH & EDUCATION

The objective of this task is to provide assistance to the CITY in accomplishing public outreach and education of the public regarding the need and benefits of Business Access and Transit Only Lanes (BAT Lanes). The CONSULTANT will provide the following assistance:

Design Phase

- Attend up to two (2) Public Information Meetings to assist CITY Staff in providing project information to and seek input from attendees.

Construction Phase (to be scoped, budgeted and authorized by a future Supplement)

- Attend up to two (2) Public Information / Education Meetings to assist CITY Staff in providing project educational information to attendees regarding the need and use of BAT Lanes.

City Responsibilities:

- Schedule and provide the facilities for the meetings.
- Provide a minimum of two (2) CITY staff members to facilitate the meetings.

Assumption(s):

- A maximum of three (3) CONSULTANT staff will attend the meetings.
- The duration of each meeting will not exceed 2 hours.
- Materials provided by the CONSULTANT, for the meetings, will consist of information (i.e. plans, roll-plots, report excerpts, etc.) already prepared as part of the work of this overall scope of services.

Deliverable(s):

- Materials for the Public Information Meetings.
- Meeting summaries.

Exhibit B
DBE Participation

Agreement Number:

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

C. Computer Aided Drafting Files

Agreement Number:

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

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

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

Agreement Number:

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

Agreement Number:



**Washington State
Department of Transportation**

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

May 24, 2019

HDR Engineering
1917 S 67th Street
Omaha, NE 68106

Subject: Acceptance FYE 2018 ICR – Cognizant Review

Dear Mr. Cox:

We have accepted your firm's FYE 2018 Indirect Cost Rate (ICR) based on the "Cognizant Review" from the Nebraska Department of Transportation at:

- 156.95% of direct labor for contracts in effect prior to June 24, 2014 (rate includes 0.55% Facilities Capital Cost of Money)
- 155.99% of direct labor for contracts awarded on or after June 24, 2014 (rate includes 0.55% Facilities Capital Cost of Money).

This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

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

Regards;

ERIK K. JONSON
Contract Services Manager

EKJ:ah

Actuals Not To Exceed Table (ANTE)

City of Lake Stevens: 20th Street Business Access and Transit Lane Improvements
HDR Engineering, Inc.
929 108th Ave NE, Suite 1300
Bellevue, WA 98004

Job Classifications	Direct Labor Rate NTE*	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
Administrative Assistant 3	\$39.36	\$61.40	\$11.81	\$112.58
Administrative Assistant 5	\$62.76	\$97.91	\$18.83	\$179.50
Architect 1	\$41.37	\$64.53	\$12.41	\$118.32
Architect 2	\$43.68	\$68.14	\$13.10	\$124.92
Architect Supervisor	\$91.88	\$143.33	\$27.57	\$262.78
Bridge Engineer 1	\$44.09	\$68.77	\$13.23	\$126.08
Bridge Engineer 3	\$67.74	\$105.66	\$20.32	\$193.72
Bridge Engineer 7	\$103.31	\$161.16	\$30.99	\$295.47
Budget Analyst 1	\$97.53	\$152.14	\$29.26	\$278.93
Budget Analyst 3	\$159.63	\$249.01	\$47.89	\$456.52
Civil Engineer 3	\$76.13	\$118.75	\$22.84	\$217.72
Civil Engineer 4	\$87.36	\$136.27	\$26.21	\$249.84
Communications Consultant 3	\$67.26	\$104.91	\$20.18	\$192.35
Communications Consultant 5	\$81.86	\$127.69	\$24.56	\$234.11
Construction Project Coordinator 2	\$59.06	\$92.13	\$17.72	\$168.91
Construction Project Coordinator 3	\$66.59	\$103.88	\$19.98	\$190.44
Construction Project Coordinator 4	\$98.32	\$153.37	\$29.50	\$281.19
Contracts Specialist 3	\$49.08	\$76.56	\$14.72	\$140.36
Drafting Technician 3	\$62.66	\$97.74	\$18.80	\$179.20
Engineering Technician 3	\$52.31	\$81.60	\$15.69	\$149.61
Engineering Technician Supervisor	\$63.25	\$98.67	\$18.98	\$180.90
Environmental Engineer 2	\$36.19	\$56.46	\$10.86	\$103.51
Environmental Engineer 4	\$83.88	\$130.84	\$25.16	\$239.88
Environmental Planner 2	\$40.96	\$63.89	\$12.29	\$117.13
Environmental Planner 5	\$83.69	\$130.55	\$25.11	\$239.34
Environmental Specialist 5	\$28.96	\$45.18	\$8.69	\$82.83
Fiscal Analyst 3	\$41.71	\$65.07	\$12.51	\$119.30
Fiscal Analyst 5	\$64.33	\$100.36	\$19.30	\$183.99
Human Resource Consultant 3	\$30.18	\$47.08	\$9.05	\$86.31
Human Resource Consultant 4	\$55.46	\$86.52	\$16.64	\$158.62
Property and Acquisition Specialist 4	\$72.89	\$113.71	\$21.87	\$208.47
Transportation Engineer 2	\$48.43	\$75.55	\$14.53	\$138.51
Transportation Engineer 3	\$82.99	\$129.46	\$24.90	\$237.35
Transportation Engineer 5	\$156.57	\$244.23	\$46.97	\$447.77
Transportation Engineer Intern	\$24.02	\$37.48	\$7.21	\$68.71
Transportation Planning Specialist 1	\$48.79	\$76.10	\$14.64	\$139.52
Transportation Planning Specialist 3	\$80.35	\$125.34	\$24.11	\$229.79
Transportation Planning Specialist 5	\$96.71	\$150.86	\$29.01	\$276.58
Transportation Technician 1	\$55.15	\$86.03	\$16.55	\$157.73
Transportation Technician 3	\$65.55	\$102.25	\$19.67	\$187.47



WSDOT Crosswalk Classifications

Consultant's Name: HDR Engineering, Inc.

WSDOT Labor Classification Title	Consultant's Labor Classification(s) Title	Direct Labor Rates
ADMINISTRATIVE ASSISTANT 3	ADM.ADM010.Receptionist ADM.ADM020.Administrative Assistant ADM.ADM030.Administrative Coordinator FIN.FIN010.Accounting Assistant BLD.BLD040.Facilities Manager	39.36
ADMINISTRATIVE ASSISTANT 5	ADM.ADM410.Administrative Project Coordinator Sr ADM.ADM050.Administrative Specialist ADM.ADM150.Administrator Sr ADM.ADM200.Administrative Office Manager ADM.ADM400.Administrative Project Coordinator ADM.ADM430.Project Administrator Sr ADM.ADM510.Project Support Specialist ADM.ADM800.Executive Administrative Specialist FIN.FIN210.Project Accountant 1 FIN.FIN220.Project Accountant 2 FIN.FIN230.Project Accountant Sr FIN.FIN280.Department Accountant 1 FIN.FIN285.Department Accountant 2 FIN.FIN410.Accounting Manager FIN.FIN630.Assistant Reg Accounting Director QUA.QUA200.Quality Records Coordinator	62.76
ARCHITECT 1	LAR.LAR100.Landscape Architectural Coord	41.37
ARCHITECT 2	LAR.LAR200.Landscape Architect	43.68
ARCHITECT SUPERVISOR	LAR.LAR300.Landscape Architect Sr PJM.PJM420.Project Principal Architecture	91.88
AUDIT SPECIALIST – DOT 2		
AUDIT SPECIALIST – DOT 4		
BRIDGE ENGINEER 1	EBR.EBR100.EIT Bridge EST.EST100.EIT Structural	44.09
BRIDGE ENGINEER 3	EBR.EBR200.Engineer Bridge EST.EST200.Engineer Structural	67.74
BRIDGE ENGINEER 5		
BRIDGE ENGINEER 7	EBR.EBR300.Engineer Bridge Sr EST.EST300.Engineer Structural Sr	103.31
BRIDGE TECHNICIAN 2		
BUDGET ANALYST 1	MGC.MGC200.Management Analyst MGC.MGC300.Management Consultant	97.53
BUDGET ANALYST 3	MGC.MGC400.Management Consultant Sr	159.63
CIVIL ENGINEER 2		
CIVIL ENGINEER 3	ECI.ECI200.Engineer Civil	76.13

WSDOT Labor Classification Title	Consultant's Labor Classification(s) Title	Direct Labor Rates
CIVIL ENGINEER 4	ECI. ECI300. Engineer Civil Sr	87.36
COMMUNICATIONS CONSULTANT 3	COM. COM220. Communications Coordinator VIS. VIS100. Visual Coordinator ADM. ADM700. Technical Editor COM. COM120. Communication Specialist Sr COM. COM320. Communications Manager MKT. GRA020. Graphic Designer 2 MKT. MKT010. Marketing Coordinator MKT. MKT020. Marketing Coordinator Sr MKT. MKT050. Sector Marketing Lead MKT. MKT200. Marketing Manager Asst VIS. VIS200. Visual Designer	67.26
COMMUNICATIONS CONSULTANT 5	COM. COM230. Communications Coordinator Sr MKT. GRA030. Graphic Designer Sr MKT. MKT210. Marketing Manager MKT. MKT230. Area Marketing Manager MKT. MKT250. Regional Marketing Manager VIS. VIS400. Visual Manager	81.86
COMMUNICATIONS SYSTEMS MANAGER		
CONSTRUCTION PROJECT COORDINATOR 2	SAF. SAF100. Safety and Health Specialist 1	59.06
CONSTRUCTION PROJECT COORDINATOR 3	CON. CMG100. Construction Manager 1 SAF. SAF200. Safety and Health Specialist 2	66.59
CONSTRUCTION PROJECT COORDINATOR 4	CON. CMG200. Construction Manager 2 SAF. SAF300. Safety & Health Specialist Sr	98.32
CONTRACTS SPECIALIST 2		
CONTRACTS SPECIALIST 3	CON. CON110. Contract Administrator 1 SPE. SPC200. Specification Specialist 2	49.08
DEPUTY		
DIRECTOR		
DRAFTING TECHNICIAN 2		
DRAFTING TECHNICIAN 3	ASM. ASB220. ASMEC BIM Specialist Civil Sr ASM. ASB320. ASMEC BIM Specialist Elec Sr ASM. ASB510. ASMEC BIM Specialist Mech BIM. BIM120. BIM Specialist Architecture 2 BIM. BIM220. BIM Specialist Civil 2 BIM. BIM230. BIM Specialist Civil 3 BIM. BIM240. BIM Specialist Civil 4 BIM. BIM310. BIM Specialist Electrical 1 BIM. BIM320. BIM Specialist Electrical 2 BIM. BIM330. BIM Specialist Electrical 3 BIM. BIM410. BIM Specialist General 1 BIM. BIM420. BIM Specialist General 2 BIM. BIM430. BIM Specialist General 3 BIM. BIM440. BIM Specialist General 4 BIM. BIM510. BIM Specialist Mechanical 1 BIM. BIM520. BIM Specialist Mechanical 2 BIM. BIM530. BIM Specialist Mechanical 3 BIM. BIM540. BIM Specialist Mechanical 4 BIM. BIM730. BIM Specialist Structural 3 BIM. BIM740. BIM Specialist Structural 4	62.66
ENGINEER		
ENGINEERING AIDE 2		
ENGINEERING AIDE 4		

WSDOT Labor Classification Title	Consultant's Labor Classification(s) Title	Direct Labor Rates
ENGINEERING ASSISTANT 2		
ENGINEERING TECHNICIAN 3	ENS.GIS020.GIS Technician ENS.GIS120.GIS Analyst ENS.GIS130.GIS Analyst Sr ENS.GIS230.GIS Programmer Sr	52.31
ENGINEERING TECHNICIAN LEAD		
ENGINEERING TECHNICIAN SUPERVISOR	ENS.GIS300.GIS Manager ENS.GIS310.Senior GIS Manager	63.25
ENVIRONMENTAL ENGINEER 2	ENS.HYD100.Hydrologist 1 ENS.SEN100.Environmental Scientist 1	36.19
ENVIRONMENTAL ENGINEER 4	ENS.BIO200.Biologist 2 ENS.BIO300.Biologist Sr ENS.CLR200.Cultural Resources Specialist 2 ENS.HYD200.Hydrologist 2 ENS.HYD300.Hydrologist Sr ENS.SEN200.Environmental Scientist 2 ENS.SEN300.Environmental Scientist Sr WQM.WQM200.Water Quality Modeler 2	83.88
ENVIRONMENTAL PLANNER 2	PLN.PLE100.Environmental Planner 1	40.96
ENVIRONMENTAL PLANNER 5	PLN.PLE200.Environmental Planner 2 PLN.PLE300.Environmental Planner Sr	83.69
ENVIRONMENTAL SPECIALIST 3		
ENVIRONMENTAL SPECIALIST 5	ENS.AIR300.Air Quality Specialist Sr ENS.CLR050.Archeological Technician	28.96
FACILITIES ENGINEER 1		
FACILITIES ENGINEER 4		
FACILITIES PLANNER 1		
FACILITIES PLANNER 2		
FISCAL ANALYST 3	FIN.FAN100.Project Financial Analyst 1 ECN.ECN100.Economist 1	41.71
FISCAL ANALYST 5	ECN.ECN200.Economist 2 ECN.ECN300.Economist Sr FIN.FAN150.Project Financial Analyst Sr	64.33
HUMAN RESOURCE CONSULTANT 3	HRS.HRS010.Human Resources Assistant HRS.HRR100.HR Representative	30.18
HUMAN RESOURCE CONSULTANT 4	HRS.HRR300.Area HR Leader	55.46
INTERIOR DESIGNER		
IT SPECIALIST 3		
LAND SURVEY 2		
LAND SURVEY 3		
MARINE DESIGNER		
MARINE ENGINEER		

WSDOT Labor Classification Title	Consultant's Labor Classification(s) Title	Direct Labor Rates
MARINE MECHANICAL ENGINEER		
MARINE PROJECT ENGINEER		
MECHANICAL ENGINEER		
MECHANICAL ENGINEER SUPERVISOR		
NAVAL ARCHITECT 1		
NAVAL ARCHITECT 2		
PROPERTY & ACQUISITION SPECIALIST 4	RES.RES210.Real Estate Services Tech 1 RES.RES100.Realty Specialist RES.RES410.Real Estate Services Agent 1 RES.RES220.Real Estate Services Tech 2 RES.RES230.Real Estate Services Tech Sr RES.RES410.Real Estate Services Agent 1 RES.RES420.Real Estate Services Agent 2 RES.RES430.Real Estate Services Agent Sr RES.RES010.ROW Specialist	72.89
SENIOR GRAPHIC DESIGNER		
SENIOR TELECOMMUNICATIONS SPECIALIST		
TRANSPORTATION ENGINEER 2	ECI.ECI100.EIT Coordinator Civil ASM.ASE110.ASMEC Engineer Electrical EIT ASM.ASI110.ASMEC Engineer I&C EIT EEL.EEL100.EIT Electrical EHI.EHI100.EIT Highway EME.EME100.EIT Mechanical ERA.ERA100.EIT Rail ESA.ESA100.EIT Sanitary ETF.ETF100.EIT Traffic ETR.ETR100.EIT Transportation EWR.EWR100.EIT Water Resources	48.43
TRANSPORTATION ENGINEER 3	ASM.ASC120.ASMEC Engineer Civil ASM.ASF120.ASMEC Engineer Fire Protection ECO.ECO100.Engineer Construction 1 EEL.EEL200.Engineer Electrical EHI.EHI200.Engineer Highway EME.EME200.Engineer Mechanical ERA.ERA200.Engineer Rail ESA.ESA200.Engineer Sanitary ETF.ETF200.Engineer Traffic ETR.ETR200.Engineer Transportation EWR.EWR200.Engineer Water Resources PJM.PJM100.Project Manager Asst PJM.PJM110.Project Manager Engineering Asst	82.99
TRANSPORTATION ENGINEER 4		
TRANSPORTATION ENGINEER 5	ASM.ASE130.ASMEC Engineer Electrical Sr ASM.ASE230.ASMEC Engineer Structural Sr ECO.ECO300.Engineer Construction Sr EEL.EEL300.Engineer Electrical Sr EHI.EHI300.Engineer Highway Sr EME.EME300.Engineer Mechanical Sr ERA.ERA300.Engineer Rail Sr ESA.ESA300.Engineer Sanitary Sr UMS.UMS300.Operations Specialist 3 ETF.ETF300.Engineer Traffic Sr ETR.ETR300.Engineer Transportation Sr EWR.EWR300.Engineer Water Resources Sr	156.57

WSDOT Labor Classification Title	Consultant's Labor Classification(s) Title	Direct Labor Rates
	MGT.MGT100.Section Manager Team Leader MGT.MGT110.Area Operations Manager MGT.MGT400.Managing Principal MGT.MGT420.Area Business Class Leader MGT.MGT440.Regional Business Class Leader MGT.MGT460.Business Class Leader MGT.MGT480.Market Sector Director MGT.MGT620.Area Business Group Director MGT.MGT640.Reg Business Group Director PJM.PJM200.Project Manager General PJM.PJM210.Project Manager Engineering PJM.PJM230.Project Manager Environmental PJM.PJM300.Project Manager General Sr PJM.PJM310.Project Manager Engineering Sr PJM.PJM330.Project Manager Environmental Sr PJM.PJM400.Project Principal General PJM.PJM410.Project Principal Engineering PJM.PMG200.Program Manager PJM.PMG300.Program Manager/Client Mgr Sr	
TRANSPORTATION ENGINEER INTERN	INT.INT010.Intern Administrative INT.INT040.Intern Engineering INT.INT050.Intern Environmental	24.02
TRANSPORTATION PLANNING SPECIALIST 1	PLN.PLN100.Planner 1 PLN.PLT100.Transportation Planner 1	48.79
TRANSPORTATION PLANNING SPECIALIST 3	CON.SCH200.Scheduler	80.35
TRANSPORTATION PLANNING SPECIALIST 5	CON.SCH300.Scheduler Sr PLN.PLN200.Planner 2 PLN.PLT200.Transportation Planner 2 PLN.PLN300.Planner Sr PLN.PLT300.Transportation Planner Sr	96.71
TRANSPORTATION PLANNING TECHNICIAN 1		
TRANSPORTATION PLANNING TECHNICIAN 2		
TRANSPORTATION PLANNING TECHNICIAN 3		
TRANSPORTATION REGIONAL ADMINISTRATOR		
TRANSPORTATION TECHNICAL ENGINEER		
TRANSPORTATION TECHNICIAN 1	CON.CIN100.Facilities Construction Inspector 1 CON.CIN200.Facilities Construction Inspector 2 CON.CIN400.Civil Construction Inspector 1 CON.CIN500.Civil Construction Inspector 2 TEC.TFD110.Field Technician 1 TEC.TEC010.Technician General 1 TEC.TEC020.Technician General 2	55.15
TRANSPORTATION TECHNICIAN 3	CON.CPR100.Resident Project Rep 1 CON.CPR200.Resident Project Rep 2	65.55
VESSEL PROJECT ENGINEER		
Other/WSDOT Pre-Approved		

LABOR ESTIMATE, HDR ENGINEERING STAFF

City of Lake Stevens: 20th Street Business Access and Transit (BAT) Lane Project

		Pawlak, Michael A	Ferrier, Paul A	Sanders, Cody Lee	Finn, Maureen C	Johnson, Lawrence S	Harper, Jennifer K	McDonald, Kenneth Eugene Jr.	Frye, Jeffrey L	Andrews, Frederick L	Vo, John-Viet T	Nguyen, Tony	Keller, Larry D	Kuhns, David W Jr.	French, Cameron C	Johnson, Ty M	Starling, Jonathan M
Project Role	Transportation Engineer 5	Transportation Engineer 5	Administrative Assistant 5	Administrative Assistant 5	Transportation Engineer 5	Transportation Engineer 3	Transportation Engineer 2	Drafting Technician 3	Transportation Engineer 5	Bridge Engineer 3	Bridge Engineer 1	Drafting Technician 3	Transportation Engineer 3	Transportation Engineer 2	Transportation Engineer 5	Transportation Engineer 5	
HDR Job Title	MGT.MGT100.Section Manager Team Leader	MGT.MGT620.Are a Business Group Director	FIN.FIN210.Project Accountant 1	ADM.ADM400.Administrative Project Coordinator	MGT.MGT100.Section Manager Team Leader	ETR.ETR200.Engineer Transportation	ETR.ETR100.EIT	BIM.BIM230.BIM Specialist Civil 3	MGT.MGT100.Section Manager Team Leader	EGR.EGR200.Engineer Bridge	EGR.EGR200.Engineer Bridge	BIM.BIM230.BIM Specialist Civil 3	ESA.ESA200.Engineer Sanitary	ETR.ETR100.EIT Transportation	ESA.ESA300.Engineer Sanitary Sr	ESA.ESA300.Engineer Sanitary Sr	
1	Top Task #1 Project Management & Administration	62	6	60	18	2	2	0	4	0	0	0	0	2	0	0	
	1.1 Project Setup / Project PMP, QMP & HASP	4	2	6	4	2											
	1.2 Project Team Coordination Meetings (12)	12		12													
	1.3 Project Schedule (Original + 6 updates)	6															
	1.4 Invoicing / Status Reporting / EV / WorkPlan (12)	12		24													
	1.5 Subconsultant Management	8															
	1.6 Project Kick-off Meeting	2		2	2		2		4					2			
	1.7 Project Team Management (14 mos.)	14	4	12	8												
	1.8 Project Closeout	4		4	4												
2	Top Task #2 Client Communications and Coordination	38	0	0	0	0	8	0	8	0	0	0	0	8	0	0	
	2.1 Bi-Weekly 5/15 Reports (26)	10															
	2.2 Monthly Client Coordination Update Meetings (12)	12					8		8					8			
	2.3 General & On-going Client Communications	16															
3	Top Task #3 Quality Assurance / Quality Control	14	0	0	0	18	14	0	16	0	0	0	0	0	0	10	
	3.1 Quality Assurance / Management	4				6											
	3.2 Preliminary Engineering					2											
	3.3 30% Design Submittal																
	3.4 60% Design Submittal	4			4	6		6								4	
	3.5 90% Design Submittal	4			4	4		6								4	
	3.6 Ad-Ready Submittal	2			2	4		4								2	
4	Top Task #4 Data Collection / Review of Existing Information	0	0	0	0	0	4	4	0	0	0	0	0	2	4	0	
	4.1 Data Collection / Review of Existing Information						4	4						2	4		
5	Top Task #5 Survey and Mapping	4	0	0	0	0	6	0	10	0	0	0	0	4	0	0	
	5.1 Research & Existing Data Compilation																
	5.2 Survey & Construction Geodetic & Cadastral Control																
	5.3 Field Surveying and Base Mapping	2					2		4							2	
	5.4 ROW & Parcel Resolution, Esmts, Exhibits & Legals																
	5.5 Office Processing & Deliverables																
	5.6 Supplemental Surveys	2					4		4							2	
6	Top Task #6 Geotechnical Engineering	2	0	0	0	0	6	0	0	0	2	0	0	4	0	0	
	6.1 Geotechnical Set-up & Data Collection																
	6.2 Subsurface Explorations & Laboratory Testing						2									2	
	6.3 Geotechnical Design Services	2					4		2							2	
7	Top Task #7 Traffic Analysis	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	7.1 Data Collection - Traffic Counts and O/D																
	7.2 Operations Analysis	2															
8	Top Task #8 Preliminary Engineering	4	0	0	0	0	8	4	16	0	0	0	0	4	20	0	
	8.1 Preliminary Engineering	2					4							4	8		
	8.2 Develop Roll-plot	2					4	4	16							12	
9	Top Task #9 60% Design	28	2	0	0	0	102	108	74	0	4	0	0	72	110	2	
	9.1 60% Design - General	16					16		8								
	9.2 60% Design Plans (3)						4		4								
	9.3 Typical Roadway Sections (1)						4		12								
	9.4 Site Preparation & TESC (9)						4		16					4	6		
	9.5 Roadway Improvement Plans (10)						24	40	22								
	9.6 Drainage System Plans & Details (10)						2							40	72	2	
	9.6.1 Stormwater Pollution Prevention Plan (SWPPP)						1										
	9.6.2 Drainage Design Report						1										
	9.7 Utilities and Stakeholder Coordination	4	2				2		12								
	9.8 Channelization & Signing Plans, Schedules & Details (10)						6	16	12								
	9.9 Signals, Illumination & ITS (21)						2										

	Pawlak, Michael A	Ferrier, Paul A	Sanders, Cody Lee	Finn, Maureen C	Johnson, Lawrence S	Harper, Jennifer K	McDonald, Kenneth Eugene Jr.	Frye, Jeffrey L	Andrews, Frederick L	Vo, John-Viet T	Nguyen, Tony	Keller, Larry D	Kuhns, David W Jr.	French, Cameron C	Johnson, Ty M	Starling, Jonathan M	
9.10	Landscaping (0)																
9.11	Traffic Control (5)									2							
9.12	Utility Potholing (0)									2							
9.13	60% Submittal																
9.13.1	60% Plans	4								12				12	24		
9.13.2	Specifications	2								16				12			
9.13.3	Engineer's Opinion of Cost	2								4	12	4		4	8		
10	Top Task #10 Environmental Documentation & Permitting	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
10.1	Environmental Kick-off Meeting & Site Visit																
10.2	SEPA / Permitting Stakeholder Meetings																
10.3	Wetlands, Streams, Wildlife Baseline Fieldwork																
10.4	Critical Areas Report Preparation																
10.5	SEPA Checklist Preparation	2															
10.6	Permit Support																
11	Top Task #11 Final Design	18	0	0	0	0	0	80	120	44	0	0	0	38	46	0	0
11.1	General	2															
11.2	90% Submittal																
11.2.1	Plans - 90%	4						32	60	24				12	24		
11.2.2	Specifications - 90%	2							12					8			
11.2.3	Engineer's Opinion of Cost - 90%	2						6	12	4				4	6		
11.3	Ad-Ready Submittal																
11.3.1	Ad-Ready Plans	4						16	36	16				8	12		
11.3.2	Ad-Ready Specifications	2							10					4			
11.3.3	Ad-Ready Engineer's Opinion of Cost	2						4	12					2	4		
12	Top Task #12 Bidding Phase Assistance	4	0	0	0	0	0	24	0	0	0	0	0	8	0	0	0
12.1	Respond to Questions & Clarifications	1							8					4			
12.2	Evaluate "or equal" Requests								4					2			
12.3	Attend Pre-Bid Meeting	2							4								
12.4	Assist with Issuance of Addenda	1							8					2			
13	Top Task #13 Construction Phase Assistance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13.1	Respond to Questions & Clarifications																
13.2	Evaluate "or equal" Requests																
13.3	Attend Pre-Bid Meeting																
13.4	Assist with Issuance of Addenda																
14	Top Task #14 Public Outreach & Education	6	0	0	4	0	2	0	10	0	0	0	0	0	0	0	0
14.1	Public Information Meetings - Design Phase (2)	6			4			2		10							
14.2	Public Education Meetings - Construction Phase (2)																
Task Total Hours		184.00	8.00	60.00	22.00	20.00	256.00	236.00	182.00	0.00	6.00	0.00	0.00	142.00	180.00	12.00	0.00
Task Total Fee		\$ 45,407.52	\$ 2,543.04	\$ 5,889.60	\$ 2,378.20	\$ 3,913.60	\$ 39,534.08	\$ 23,758.12	\$ 27,613.04	\$ -	\$ 954.72	\$ -	\$ -	\$ 19,026.58	\$ 21,574.80	\$ 2,242.08	\$ -

Applegate, Daniel W	Sannon, Jenson Sterling	Gurra, Matthew C	Golbuff, Graham	Danielski, Lisa C	Kawamoto, Kanissa M	Welch, Ian D	Gifford, Marissa A	Baldwin, William D	Acevedo, Robert C	Greenough, Jesse A	Stankiewicz, Kevin Howard	Pi, Jake Sung Joon	Rijal, Shashwat (Sash)	More, Thomas Alastair Eastham (Alec)	Roderick, Andy P	Pauly, Sarah C	Chambers, Krista Ray	Over Hours	Over Dollars
									4				32					38	\$ 5,002.50
										6								2	\$ 308.86
										4								0	\$ -
										4								92	\$ 12,975.80
										2								40	\$ 5,996.92
																		40	\$ 5,255.06
0	0	0	0	54	12	94	102	0	0	0	0	0	0	0	0	0	264	\$ 35,399.06	
8				8														16	\$ 2,170.88
12					8													20	\$ 2,745.40
10					34													44	\$ 5,779.12
8				4	40	24												76	\$ 10,068.36
8				4	4	48												66	\$ 8,933.64
8				4		30												42	\$ 5,701.66
0	0	0	0	0	0	0	0	0	28	35	0	42	21	4	0	0	0	476	\$ 62,992.48
									16	22		22	12	2				2	\$ 493.56
									2			4						0	\$ -
									2	4								230	\$ 29,607.44
																		28	\$ 4,252.66
																		40	\$ 5,227.40
																		0	\$ -
																		126	\$ 16,367.20
																		20	\$ 3,164.40
																		30	\$ 3,879.82
0	0	0	0	0	0	0	0	0	6	0	0	0	0	0	0	0	0	42	\$ 6,806.78
									2									15	\$ 2,365.32
									2									8	\$ 1,232.84
																		6	\$ 1,111.28
									2									13	\$ 2,097.34
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
																		0	\$ -
																		0	\$ -
																		0	\$ -
0	0	0	0	0	0	0	0	0	6	4	0	0	0	2	0	0	0	34	\$ 5,583.04
									6	4				2				34	\$ 5,583.04
																		0	\$ -
0.00	0.00	0.00	0.00	64.00	12.00	94.00	102.00	6.00	156.00	135.00	70.00	348.00	53.00	20.00	0.00	0.00	0.00	2368.00	
\$ -	\$ -	\$ -	\$ -	\$ 9,192.32	\$ 2,520.36	\$ 12,006.62	\$ 12,622.50	\$ 1,543.98	\$ 27,076.92	\$ 13,165.20	\$ 12,484.50	\$ 42,358.56	\$ 6,623.94	\$ 4,124.00	\$ -	\$ -	\$ -		\$ 338,554.28

EXPENSES

City of Lake Stevens: 20th Street Business Access and Transit (BAT) Lane Project

		HDR Owned Vehicle Mileage/mile	Copies/Page 11x17 B&W		Copies/Page 11x17 Color		Copies/Page 8.5x11 Color		Copies/Page 8.5x11 B&W		Tech Fees	Contingency	Total ODC	ODC Markup	Total ODC + Markup
			Travel	Office Expenses	Office Expenses	Office Expenses	Office Expenses	Office Expenses	Office Expenses	Office Expenses					
	OTHER DIRECT COSTS		Each	Each	Each	Each	Each	Each	Each	Each					
	Unit Cost		\$0.75	\$0.09	\$0.90	\$0.45	\$0.05				\$3.70	0.00%		0.00%	
1	Top Task #1 Project Management & Administration														
	Quantity	200	100	100	200	500	0	0	0	0	0.00				
	Task Total	\$150.00	\$9.00	\$90.00	\$90.00	\$25.00					\$0.00	\$0.00	\$364.00	\$0.00	\$364.00
2	Top Task #2 Client Communications and Coordination														
	Quantity	500	100	100	200	500	0	0	0	0	0.00				
	Task Total	\$375.00	\$9.00	\$90.00	\$90.00	\$25.00					\$0.00	\$0.00	\$589.00	\$0.00	\$589.00
3	Top Task #3 Quality Assurance / Quality Control														
	Quantity	0	500	0	0	0	0	0	0	0	0.00				
	Task Total	\$0.00	\$45.00	\$0.00	\$0.00	\$0.00					\$0.00	\$0.00	\$45.00	\$0.00	\$45.00
4	Top Task #4 Data Collection / Review of Existing Information														
	Quantity	0	0	0	0	0	0	0	0	0	0.00				
	Task Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	Top Task #5 Survey and Mapping														
	Quantity	0	0	0	0	0	0	0	0	0	0.00				
	Task Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6	Top Task #6 Geotechnical Engineering														
	Quantity	0	0	0	0	0	0	0	0	0	0.00				
	Task Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7	Top Task #7 Traffic Analysis														
	Quantity	0	0	0	0	0	0	0	0	0	0.00				
	Task Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8	Top Task #8 Preliminary Engineering														
	Quantity	0	500	200	100	500	0	0	0	0	0.00				
	Task Total	\$0.00	\$45.00	\$180.00	\$45.00	\$25.00					\$0.00	\$0.00	\$295.00	\$0.00	\$295.00
9	Top Task #9 60% Design														
	Quantity	0	700	100	200	500	0	0	0	0	0.00				
	Task Total	\$0.00	\$63.00	\$90.00	\$90.00	\$25.00					\$0.00	\$0.00	\$268.00	\$0.00	\$268.00
10	Top Task #10 Environmental Documentation & Permitting														
	Quantity	500	100	50	100	200	0	0	0	0	0.00				
	Task Total	\$375.00	\$9.00	\$45.00	\$45.00	\$10.00					\$0.00	\$0.00	\$484.00	\$0.00	\$484.00
11	Top Task #11 Final Design														
	Quantity	0	500	100	150	250	0	0	0	0	0.00				
	Task Total	\$0.00	\$45.00	\$90.00	\$67.50	\$12.50					\$0.00	\$0.00	\$215.00	\$0.00	\$215.00
12	Top Task #12 Bidding Phase Assistance														
	Quantity	200	240	200	300	4	0	0	0	0	0.00				
	Task Total	\$150.00	\$21.60	\$180.00	\$135.00	\$0.20					\$0.00	\$0.00	\$486.80	\$0.00	\$486.80
13	Top Task #13 Construction Phase Assistance														
	Quantity	0	0	0	0	0	0	0	0	0	0.00				
	Task Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14	Top Task #14 Public Outreach & Education														
	Quantity	250	100	100	100	200	0	0	0	0	0.00				
	Task Total	\$187.50	\$9.00	\$90.00	\$45.00	\$10.00					\$0.00	\$0.00	\$341.50	\$0.00	\$341.50

Total ODC \$ 1,237.50 \$ 255.60 \$ 855.00 \$ 607.50 \$ 132.70 \$ - \$ - \$ 3,088.30 \$ - \$ - \$ 3,088.30

SUBCONSULTANTS

City of Lake Stevens: 20th Street Business Access and Transit (BAT) Lane Project

		1 Alliance Geomatics	HWA Geosciences	Total Subconsultants	Sub Markup	Total Subconsultants + Markup
SUBCONSULTANTS						
						0.00%
5	Top Task #5 Survey and Mapping					
	Task Total	\$73,168.58	\$0.00	\$73,168.58	\$0.00	\$73,168.58
6	Top Task #6 Geotechnical Engineering					
	Task Total	\$0.00	\$44,624.00	\$44,624.00	\$0.00	\$44,624.00
		Total Subconsultants	\$ 73,168.58	\$ 44,624.00	\$ 117,792.58	\$ - \$ 117,792.58

FEE ESTIMATE

City of Lake Stevens: 20th Street Business Access and Transit (BAT) Lane Project



Task #	Task Description	Total Labor	Total Escalation	Total Expenses	Total Subconsultants	Total From Spreadsheet
1	Top Task #1 Project Management & Administration	\$ 27,664.92	\$ 387.31	\$ 364.00	\$ -	\$ 28,416.23
2	Top Task #2 Client Communications and Coordination	\$ 14,287.32	\$ 200.02	\$ 589.00	\$ -	\$ 15,076.34
3	Top Task #3 Quality Assurance / Quality Control	\$ 17,756.20	\$ 248.59	\$ 45.00	\$ -	\$ 18,049.79
4	Top Task #4 Data Collection / Review of Existing Info	\$ 3,469.64	\$ 48.57	\$ -	\$ -	\$ 3,518.21
5	Top Task #5 Survey and Mapping	\$ 5,278.60	\$ 73.90	\$ -	\$ 73,168.58	\$ 78,521.08
6	Top Task #6 Geotechnical Engineering	\$ 2,274.34	\$ 31.84	\$ -	\$ 44,624.00	\$ 46,930.18
7	Top Task #7 Traffic Analysis	\$ 36,448.12	\$ 510.27	\$ -	\$ -	\$ 36,958.39
8	Top Task #8 Preliminary Engineering	\$ 11,203.22	\$ 156.85	\$ 295.00	\$ -	\$ 11,655.07
9	Top Task #9 60% Design	\$ 109,390.56	\$ 1,531.47	\$ 268.00	\$ -	\$ 111,190.03
10	Top Task #10 Environmental Documentation & Permitting	\$ 35,399.06	\$ 495.59	\$ 484.00	\$ -	\$ 36,378.65
11	Top Task #11 Final Design	\$ 62,992.48	\$ 881.89	\$ 215.00	\$ -	\$ 64,089.37
12	Top Task #12 Bidding Phase Assistance	\$ 6,806.78	\$ 95.29	\$ 486.80	\$ -	\$ 7,388.87
13	Top Task #13 Construction Phase Assistance	\$ -	\$ -	\$ -	\$ -	\$ -
14	Top Task #14 Public Outreach & Education	\$ 5,583.04	\$ 78.16	\$ 341.50	\$ -	\$ 6,002.70
						\$ 464,174.91

Exhibit E

Sub-consultant Cost Computations

There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Agreement Number:



**Washington State
Department of Transportation**

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

July 16, 2019

1 Alliance Geomatics
1261A-120th Avenue NE
Bellevue, WA 98005

Subject: Acceptance FYE 2018 ICR – Audit Office Review

Dear Michael Paradis:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2018 Indirect Cost Rate (ICR) of 157.22% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards;

ERIK K. JONSON
Contract Services Manager

EKJ:ah



1 ALLIANCE
GEOMATICS
SURVEYING & MAPPING

WSDOT 2019-2020 ANTE rates

Row Labels	DSC ANTE	Overhead	Profit NTE	Billing Rate NTE
Principal Surveyor	91.00	143.07	27.3	261.37
Senior Project Manager	64.00	100.62	19.2	183.82
Survey Project Manager	64.00	100.62	19.2	183.82
Project Surveyor	48.00	75.47	14.4	137.87
Instrumentation Specialist	64.00	100.62	19.2	183.82
CADD 5	44.33	69.7	13.3	127.33
CADD 3	34.00	53.45	10.2	97.65
Tech 5	44.33	69.7	13.3	127.33
Tech 3	34.00	53.45	10.2	97.65
Billing/Acct Coordinator	46.50	73.11	13.95	133.56
Asst. PM	46.50	73.11	13.95	133.56
Admin	28.50	44.81	8.55	81.86

157.22% 30%



Project Number 19-135
Project Name 20th BAT Lane
Client HDR
Owner Lake Stevens

Cost + FF (DSC) Pricing Proposal

18-Jul-19

Lake Stevens 20th BAT Lane

TASK 1 SURVEY AND MAPPING		Principal Surveyor	Project Manager	Project Surveyor	Assist PM	CADD 5	CADD 4	CADD 3	Tech 5	Tech 4	Tech 3	Tech 2	Tech 1	Admin	Total Hours	Labor Dollars	
Task DSC Rate		\$ 91.00	\$ 64.00	\$ 48.00	\$ 46.50	\$ 44.33		\$ 34.00	\$ 44.33		\$ 34.00			\$ 28.50			
Task-1.0 - PM/Admin		1	4			4									4	13.00	\$ 647.00
Task-1.1 - RESEARCH/EXISTING DATA COMPILATION		1	4					16								21.00	\$ 891.00
Task-1.2 - CONTROL		2	8			4			16		32					62.00	\$ 2,668.60
Task-1.3 - FIELD SURVEYING		8	16						104		104					232.00	\$ 9,898.32
Task-1.4 - RIGHT OF WAY		4	8	16												28.00	\$ 1,644.00
Task-1.5 - OFFICE PROCESSING AND DELIVERABLE		2	8			8		80								98.00	\$ 3,768.64
Task-1.6 - SUPPLEMENTAL SURVEYS		2	8					24	24		48					106.00	\$ 4,205.92
																-	\$ -
		20	56	16	4	12	0	120	144	0	184	0	0	0	4	560.00	
Total Dollars		\$ 1,820.00	\$ 3,584.00	\$ 768.00	\$ 186.00	\$ 531.96	\$ -	\$ 4,080.00	\$ 6,383.52	\$ -	\$ 6,256.00	\$ -	\$ -	\$ 114.00	\$ -	\$ 23,723.48	

Direct Salary Cost \$ 23,723

Overhead Cost 157.22% \$ 37,298

Fee (*DSC) 30% \$ 7,117

Total Labor \$ 68,139

ODC BREAKDOWN			
NON-INVOICED		INVOICED	
Mileage	1000	0.58	\$ 580.00
Materials	repro		
	computer		
	other		
3D Laser Scanner/iStar		\$ 4,000.00	
Traffic Control			
UG Utility Locates (Estimate)		\$ 450.00	
Other			
Other			
SUB TOTAL	\$ 580.00	SUB TOTAL	\$ 4,450.00

ODC's (Other Direct Costs)

Non-Invoiced (mileage; repro; etc.)

Mile/repro \$ 580.00

Invoiced (sub-c; rental; etc.)

TBD \$ 4,450.00

Contract Total \$ 73,169



**Washington State
Department of Transportation**

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

June 18, 2019

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

Subject: Acceptance FYE 2018 ICR – CPA Report

Dear Vasiliy Babko:

We have accepted your firm's FYE 2018 Indirect Cost Rate (ICR) of 175.44% of direct labor (rate includes 0.39% Facilities Capital Cost of Money) based on the "Independent CPA Report," prepared by T-Max CPA. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards;

A handwritten signature in blue ink that appears to read "Erik K. Jonson".

Jonson, Erik
Jun 19 2019 1:04 PM
cosign

ERIK K. JONSON
Contract Services Manager

EKJ:ah

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

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

See notes to the indirect cost statement.

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

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

Actuals Not To Exceed Table (ANTE)

City of Lake Stevens: 20th Street Business Access and Transit Lane Improvements
 HWA GeoSciences, Inc.
 21312 30th Drive SE, Suite 110
 Bothell, WA 98021

Job Classifications	Direct Labor Rate NTE*	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
			175.44%	
Administrative Support	\$24.00	\$42.11	\$7.20	\$73.31
CAD	\$38.00	\$66.67	\$11.40	\$116.07
Contracts Administrator	\$35.50	\$62.28	\$10.65	\$108.43
Geologist I	\$22.00	\$38.60	\$6.60	\$67.20
Geologist II	\$30.25	\$53.07	\$9.08	\$92.40
Geologist III	\$32.50	\$57.02	\$9.75	\$99.27
Geologist IV	\$37.75	\$66.23	\$11.33	\$115.30
Geologist V	\$41.00	\$71.93	\$12.30	\$125.23
Geologist VII	\$67.50	\$118.42	\$20.25	\$206.17
Geotechnical Engineer I	\$35.00	\$61.40	\$10.50	\$106.90
Geotechnical Engineer II	\$38.50	\$67.54	\$11.55	\$117.59
Geotechnical Engineer IV	\$50.00	\$87.72	\$15.00	\$152.72
Geotechnical Engineer VI	\$66.75	\$117.11	\$20.03	\$203.88
Hydrogeologist VI	\$40.00	\$70.18	\$12.00	\$122.18
Lab/Field Technician I	\$19.50	\$34.21	\$5.85	\$59.56
Lab/Field Technician II	\$30.50	\$53.51	\$9.15	\$93.16
Lab/Field Technician III	\$37.50	\$65.79	\$11.25	\$114.54
Principal IX	\$87.00	\$152.63	\$26.10	\$265.73

COST ESTIMATE FOR GEOTECHNICAL SERVICES
20th Street BAT Lane
Lake Stevens, Washington

Prepared for: HDR
Prepared By: DJH

PROPOSED SCOPE:
See Attached Scope of Work

ESTIMATED HWA LABOR TASK:

WORK TASK DESCRIPTION	PERSONNEL AND 2019 HOURLY RATES											TOTAL HOURS	DIRECT LABOR AMOUNT
	Principal IX	Geologist VII	Geotechnical Engr. VI	Geotechnical Engr. VI	Geotechnical Engr. II	Geologist V	Geologist IV	Geologist II	Admin Support	Contracts Admin	CAD		
	Boirum	Greene	Huling	Place	Sirjani	Thurber	Kapise	Oskierko	Fisk	Babko	Menz		
6.1 Geotechnical Project Setup and Data Collection													
Project Setup			1				2			2		5	\$213
Attend Project Kickoff Meeting			4									4	\$267
Collect and Review Available Geotechnical Data		3			2							5	\$280
6.2 Subsurface Explorations and Laboratory Testing													
Plan Geotechnical Field Exploration Program			1		4							5	\$221
Conduct Utility Locates					7							7	\$270
Develop Traffic Control Plans					5							5	\$193
Generate Geotechnical Explorations Work Plan Memo			2		5							7	\$326
Conduct Geotechnical Explorations (Assume 1 Day)					10							10	\$385
Conduct Pavement Cores (Assume 1 Day for two Geologists)								16				16	\$432
Generate Boring Logs and Assign Laboratory Testing					4	2		3				9	\$317
6.3 Geotechnical Design Services													
Evaluate Field and Laboratory Data			1		2							3	\$144
Generate AASHTO Seismic Design Parameters			1		4							5	\$221
Luminaire Design Recommendations					2							2	\$77
Pavement Design Recommendations					2	8						10	\$433
Develop Retaining Wall Recommendations			4		8							4	\$727
Provide Compressible Soils Mitigation Options			4		6							10	\$498
HWA QA/QC	2		6		2							10	\$652
Project Coordination Meetings (Assume 2 Meetings)			8									8	\$534
Prepare Draft Geotechnical Engineering Report			6		12	4			1		2	25	\$1,127
Respond to Comments on the Draft Geotechnical Report			2		4							6	\$288
Miscellaneous Geotechnical Evaluations			5		5							10	\$526
Final Report			4		6				1		2	13	\$598
Plan Review			5		5							10	\$526
Invoice Generation and Processing			6							6		12	\$614
Geotechnical Task Management			10		10							20	\$1,053
TOTAL LABOR:	2	3	70	2	109	8	2	19	2	8	8	233	\$10,918

LOADED LABOR:

Estimated Direct Salary Based on 2019 Rates	\$10,918
Overhead at 1.7544 of Direct Salary	\$19,155
Profit Multiplier at 30% of Direct Salary	\$3,275
TOTAL LABOR COST:	\$33,349

GEOTECHNICAL LABORATORY TEST SUMMARY:

Test	Est. No. Tests	Unit Cost	Total Cost
Grain Size Distribution	6	\$110	\$660
Combined Sieve & Hydrometer Analysis	2	\$250	\$500
Natural Moisture Content	10	\$22	\$220
California Bear Ratio (3 pts each, includes Moisture/Density Relationship-Proctor)	1	\$810	\$810
Atterberg Limits (plasticity index)	3	\$200	\$600
LABORATORY TOTAL:		\$2,790	

ESTIMATED OTHER COSTS

Mileage / Misc.	\$250
Traffic Control Rental	\$1,200
Drilling Subcontractor	\$5,000
Flaggers for Drilling (assume 1 Day)	\$1,500
Markup on Drilling Subcontractors to cover B&O Tax (5 %)	\$385
Geotechnical Laboratory Testing	\$2,790
Pavement Cores (\$50/core)	\$150
TOTAL OTHER COST:	\$11,275

ESTIMATED PROJECT TOTALS

Labor Costs	\$33,349
Other Costs	\$11,275
TOTAL ESTIMATED COST:	\$44,624

Exhibit F
Title VI Assurances

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

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

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

Agreement Number:

Exhibit G **Certification Documents**

[Exhibit G-1\(a\)](#)

[Exhibit G-1\(b\)](#)

[Exhibit G-2](#)

Primary Covered Transactions

[Exhibit G-3](#)

[Exhibit G-4](#)

Agreement Number:

Exhibit G-1(a) of Consultant

whose address is

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-1(b) of

I hereby certify that I am the:

Other

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

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

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

Signature

Date

Agreement Number:

I.

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery
stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this
- D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II.

such prospective participant shall attach an explanation to this proposal.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

**Exhibit G-3
for Lobbying**

Regarding the Restrictions of the Use of Federal Funds

knowledge and belief, that:

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

this transaction imposed by Section 1352, Title 31, U.S. Code.

for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require and that all such sub-recipients shall certify and disclose accordingly.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-4 of Current Cost or Pricing Data

2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted,
,
representative in support of
as of
**.
* are accurate, complete, and current

AGREEMENT's and forward pricing
rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm:

Signature

Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

Alleged Consultant Design Error Procedures

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

Step 1 Potential Consultant Design Err

Agency's Project Manager

Agency's

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Agreement Number:

Step 5 Forward Documents to Local Programs

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

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

Agreement Number:

Exhibit J **Consultant Claim Procedures**

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

-
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
-
- the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

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

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

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new

the agreement is subject to audit. No further action is needed regarding the claim procedures.

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

Agreement Number:

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

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

- Copy of information supplied by the consultant regarding the claim;
- Agency'
- Any correspondence that directed the consultant to perform the additional work;
- Agency'
with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or
decision regarding the consultant'
and rationale utilized for the decision.

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

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the

Agreement Number:

ATTACHMENT C: Project Limits Aerial Overview & Typical cross-section



Figure 1: Aerial Project Limits Overview

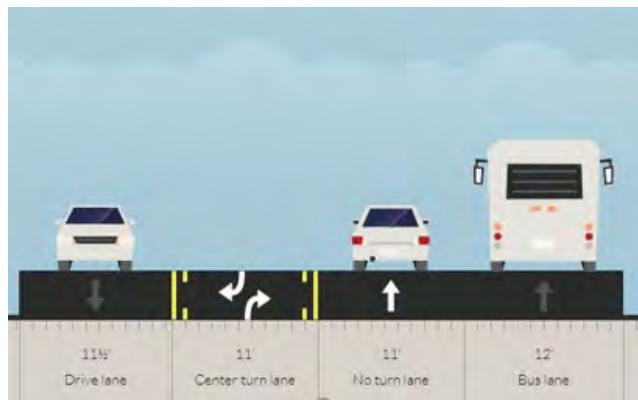


Figure 2: Typical cross-section



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date:

August 7, 2019

Subject: Frontier Village Access – Surplus of excess property

Contact	Eric Durpos	Budget	Revenue
Person/Department:	<u>Public Works Director</u>	Impact:	<u>from sales</u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve Resolution 2019-13 – A resolution authorizing the City Council to surplus real property and authorizing the mayor or designee to convey or sell real property pursuant to Chapter 2.98 LSMC.

SUMMARY/BACKGROUND:

In anticipation of the WSDOT SR9/SR204 interchange improvement project, and its impact to 92nd Avenue NE local access, Lake Stevens acquired parcel ID# 0049-3400-3001-05 for the construction of Frontier Village Access from 4th Street NE to remedy the change of access from 92nd Avenue NE.

Staff is requesting that City Council to declare surplus the excess areas outside of the proposed road prism. The Public Works Director has determined the excess property, outside of the proposed road prism is not needed for present or future use and should be returned to the tax rolls.

APPLICABLE CITY POLICIES: LSMC Chapter 2.98

BUDGET IMPACT: Revenue from sales will be put in the capital fund for the construction of Frontier Village Access Road.

ATTACHMENTS:

- Attachment A: Resolution 2019-13
- Attachment B: Aerial Overhead Map

ATTACHMENT A

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

RESOLUTION NO. 2019-13

**A RESOLUTION OF THE CITY OF LAKE STEVENS, WASHINGTON
AUTHORIZING THE CITY COUNCIL TO SURPLUS PORTION OF THE
ASSESSOR PARCEL NO. 00493400300105, ALONG 4TH STREET SE AND
AUTHORIZING THE MAYOR OR DESIGNEE TO CONVEY OR SELL REAL
PROPERTY PURSUANT TO CHAPTER 2.98 OF THE LAKE STEVENS
MUNICIPAL CODE.**

WHEREAS, the city of Lake Stevens acquired Parcel No. 00493400300105 along 4th Street NE for the construction of Frontier Village Access Road; and

WHEREAS, there are excess areas outside of the proposed roadway prism that are not needed for present or future use; and

WHEREAS, Lake Stevens Municipal Code (LSMC) 2.98.010 authorizes the City Council to surplus real property when it is not needed for some present or future municipal use and if it can be sold for a reasonable return; and

WHEREAS, LSMC 2.98.020 authorizes the Mayor to dispose of surplus property for a reasonable return or to benefit the public interest by sealed bid, auction, negotiated sale or special disposition; and

WHEREAS, the City Council has determined that the property identified in Exhibit A is no longer needed for present or future municipal uses; and

WHEREAS, the City Council deems it to be in the public interest to sell or convey real property where the property is no longer useful to the City; and

WHEREAS, any proceeds from the sale of this property will be applied to the construction of Frontier Village Access from 4th Street NE or other transportation-related project.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LAKE STEVENS,
WASHINGTON AS FOLLOWS:**

Section 1. The City Council hereby authorizes the Mayor or the Mayor's designee to sell or dispose of the property identified in Exhibit A according to the provisions of Chapter 2.98 LSMC including determining fair market value and appropriate process for disposition thereof.

Section 2. The City Council hereby resolves that the proceeds from surplus property sales should be set aside to pay for public infrastructure improvements including but not limited to road improvements, pedestrian improvements and/or stormwater improvements for the Frontier Village Access improvement or other transportation-related project.

PASSED by the City Council of the City of Lake Stevens, Washington this 7th day of August 2019.

John Spencer, Mayor

ATTEST:

Kathy Pugh, City Clerk

Legal Description

That portion of property as described in a Statutory Warranty Deed recorded as Auditor's File Number 201606030504, records of Snohomish County, Washington located in the southwest quarter of the northeast Quarter of Section 13, Township 29 North, Range 5 East, W.M., Snohomish County, Washington, described as follows;

BEGINNING at the northwest corner of said Statutory Warranty Deed, thence along the north line of said Statutory Warranty Deed, South 88°05'05" East a distance of 37.85 feet

Thence South 04°48'40" West a distance of 218.69 feet to the beginning of a 997.05 foot radius curve to the left;

Thence southerly along said curve through an arc length of 56.17 feet, a central angle of 03°13'39", and chord bearing of South 03°11'50" West and chord distance of 56.16 feet;

Thence South 01°38'37" West a distance of 37.40 feet;

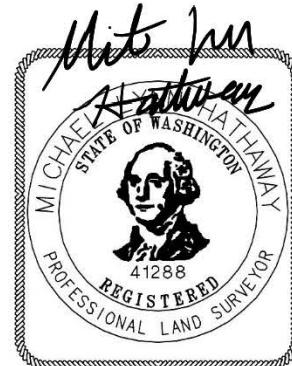
Thence South 17°24'14" West a distance of 10.63 feet;

Thence South 00°30'06" West a distance of 3.45 feet to the South line of said Statutory Warranty Deed;

Thence along said South line, North 88°21'25" West a distance of 39.19 feet to the southwest corner of said Statutory Warranty Deed;

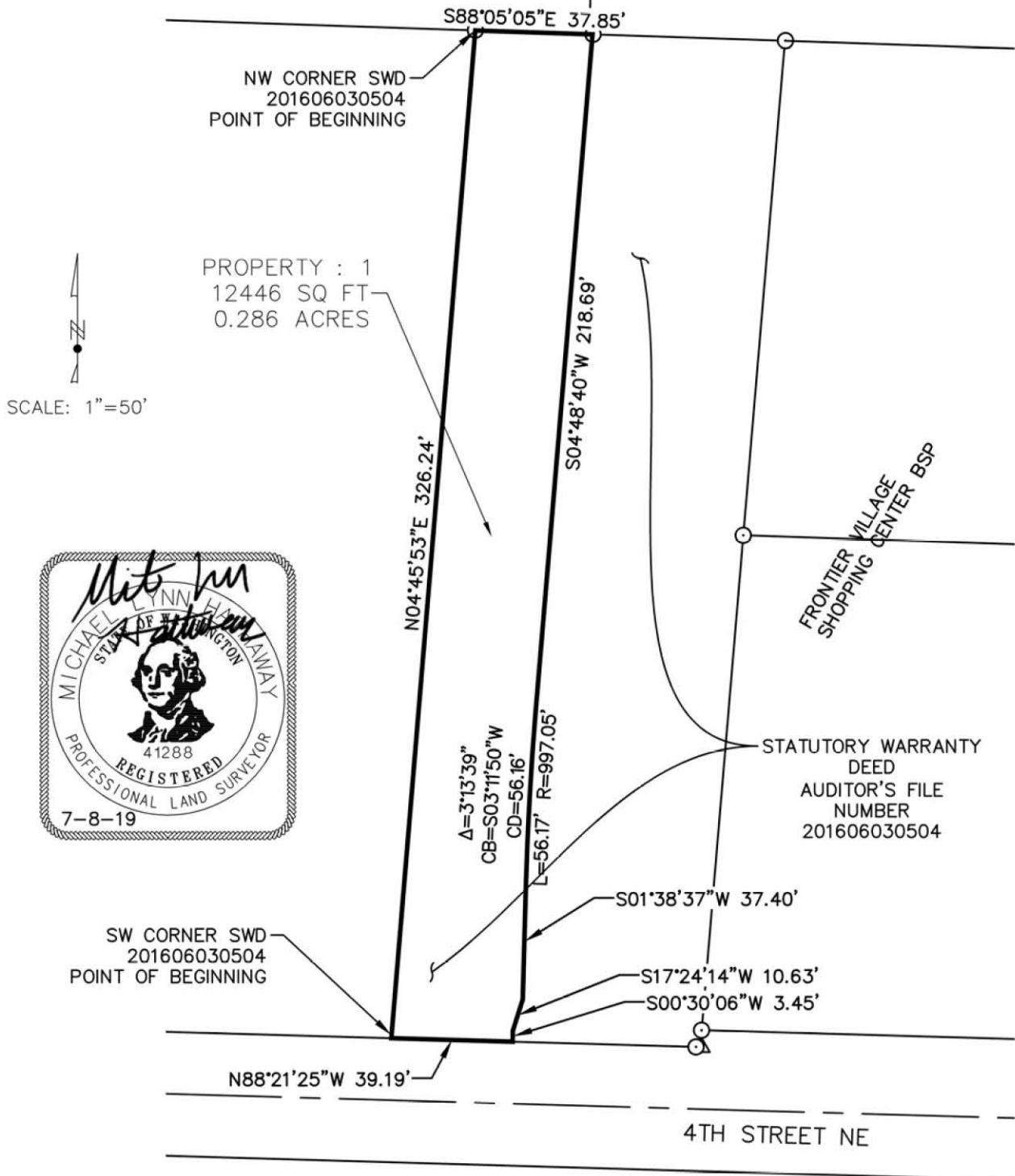
Thence along the West line of said Statutory Warranty Deed, North 04°45'53" East a distance of 326.24 feet to the **POINT OF BEGINNING**;

Containing 12,446 square feet or 0.286 more or less.

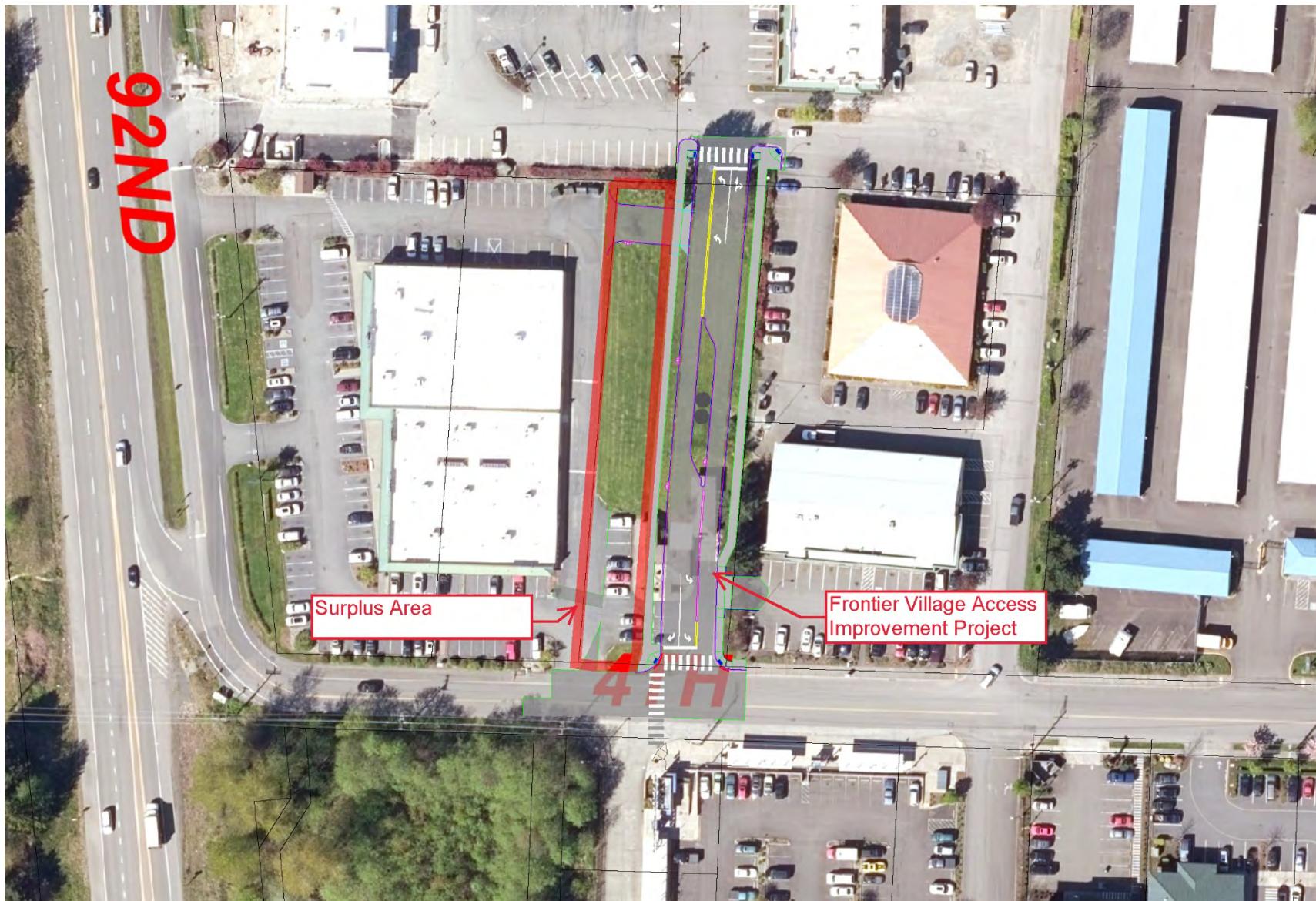


7-8-19

EXHIBIT MAP FOR THE CITY OF LAKE STEVENS
LOCATED IN THE SW 1/4 OF THE NE 1/4 OF SECTION 13,
TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., CITY OF LAKE
STEVENS, SNOHOMISH COUNTY, WASHINGTON



Attachment B – Aerial Overview Map





LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: August 7, 2019

Subject: Ordinance 1064 Interim Sign Code for Temporary Non-Commercial signs

Contact Person/Department: Greg Rubstello, City Attorney Budget Impact: None

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Adopt Ordinance 1064 establishing interim regulations for temporary non-commercial signs.

SUMMARY:

Adopt interim regulations to address U.S. Supreme Court Decision in *Reed v. Town of Gilbert* on local regulations of temporary non-commercial signage.

BACKGROUND/HISTORY:

On June 18, 2015, the U.S. Supreme Court ruled that the town of Gilbert sign code was unconstitutional pursuant to content-based restrictions found in the regulations. The town of Gilbert code identified different categories of signs based on the information they conveyed, and then applied different restrictions based on that category. Lake Stevens' existing code has similar issues to be addressed.

The Lake Stevens City Council has expressed interest in adopting interim sign code regulations, relating to case law regarding the *Reed v. Town of Gilbert* decision, to allow for the enforcement of local regulations addressing the placement of non-commercial temporary signs

The Revised Code of Washington (RCW) 36.70A.390 allows jurisdictions to enact interim regulations to preserve the status quo without prior notice or a public hearing provided a public hearing is held within 60 days of adoption and findings of fact are addressed. The Ordinance 1064 (**Attachment 1**) provides findings of fact, a purpose statement, interim zoning regulations., duration, work plan and other administrative actions to establish interim regulations for temporary non-commercial signs. A public hearing on the interim amendments shall be held on or about September 24, 2019 but no later than 60 days following the effective date of this Ordinance.

The Planning Commission will review permanent regulations based on the scope and work plan and make recommendations on permanent regulations to City Council within six months.

APPLICABLE CITY POLICIES: Chapters 14.68 of the Lake Stevens Municipal Code

BUDGET IMPACT: There is not a budget impact.

ATTACHMENTS

Attachment 1 – Ordinance 1064

Attachment 1

ORDINANCE NO. 1064

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON, ADOPTING FINDINGS OF FACT; ADOPTING INTERIM ZONING CODE REGULATIONS REGULATING TEMPORARY NONCOMMERCIAL SIGNS; PROVIDING FOR THE DURATION OF THIS ORDINANCE AND PUBLIC HEARING; ESTABLISHING A WORK PROGRAM; PROVIDING FOR SEVERABILITY, EXPIRATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Lake Stevens is authorized to impose moratoria and interim land use controls pursuant to RCW 36.70A.390 and RCW 35A.63.220; and

WHEREAS, the Lake Stevens City Council has determined that the adoption of interim sign code regulations relating to case law regarding the *Reed v. Town of Gilbert* United States Supreme Court decision is necessary to allow for the enforcement of local regulations addressing the placement of non-commercial temporary signs; and

WHEREAS, as noted by Justice Alito in *Reed v. town of Gilbert*: "In addition to regulating signs put up by private actors, government entities may also erect their own signs consistent with the principles that allow governmental speech. See *Pleasant Grove City v. Summum*, 555 U.S. 460, 467-469 (2009). They may put up all manner of signs to promote safety, as well as directional signs and signs pointing out historic sites and scenic spots"; and

WHEREAS, the City of Lake Stevens finds that health, safety and welfare is addressed in the proposed interim sign code language to promote safety, give needed direction and protect users of the public right of ways; and

WHEREAS, the City is proposing that interim regulations be adopted concerning the placement of non-commercial temporary signs within the City supported by a detailed work program/schedule. The council will analyze the effectiveness of the interim standards with the information and data acquired during the interim timeframe; and

WHEREAS, state statute allows interim land use controls to be effective for up to one year if a work plan is developed for related studies providing for such longer period pursuant to RCW 36.70A.390 and RCW 35A.63.220; and

WHEREAS, the Lake Stevens City Council is directing the Lake Stevens Planning Commission to review the interim language and city sign code consistent with the work plan/schedule attached hereto as Exhibit A and Scope of Work attached hereto as Exhibit B, which exhibits are incorporated herein by this reference, and provide a recommendation to the Council for the adoption of permanent amendments to the city sign code in Chapter 14.68 LSMC; Now, therefore,

THE CITY COUNCIL OF THE CITY OF LAKE STEVENS, WASHINGTON, ORDAINS AS FOLLOWS:

Section 1. Findings. The City Council hereby adopts the recitals expressed above as findings in support of this ordinance.

Section 2. Purpose. The purpose of this interim zoning ordinance is to enact for the term of this ordinance an update to the Sign Code, which addresses the regulation of temporary non-commercial signs within the City.

Section 3. Interim Zoning Regulations. Lake Stevens Municipal Code 14.08.010 is hereby amended for the term of this ordinance so that the definition of "Temporary Sign" reads as follows:

"Temporary sign" means those signs that are intended and designed to be displayed for a limited period of time. They must be made of cloth, paper, cardboard or similar lightweight material and must be installed to be easily removed. Signs made of other more substantial materials shall be considered permanent and are subject to the permanent sign regulations of this chapter. They may not be permanently mounted, painted, or affixed to a permanent structure or building.

Section 3. Interim Zoning Regulations. A new Lake Stevens Municipal Code section 14.68.015 is hereby adopted for the term of this ordinance, to read as follows:

- a) Notwithstanding any language to the contrary in this chapter, the temporary non-commercial sign regulations contained in this section shall be controlling in the event of any discrepancy or inconsistency with any other sign code provision contained in the remainder of Chapter 14.68 LSMC.
- b) Types of Temporary Non-Commercial Signs Allowed. The temporary non-commercial signs types listed below are subject to the specific regulations identified in this section in addition to the further regulations contained in (d) and (e) below.
 1. Stake or Picket Signs.
 - i. A sign supported by a stake or wire frame is considered temporary in nature and may not have any foundational element such as concrete or rely upon any structural support from adjacent fixtures.
 - ii. Only one stake support up to 2 inches in width or two wire supports up to 1cm in diameter each are allowed for a single stake/picket sign.
 2. A-Frame Signs.
 - i. A-frame signs must be constructed in a manner to ensure the sign remains in an upright placement and will not spread and expand its footprint beyond the width as originally placed or into designated any walking paths or sidewalks.
 3. Banners.
 - i. No banner shall be placed on any public structure including walls, fences or buildings or over or across any passable roadway, driveway, or alley.
 - ii. If placed above a pedestrian passable area such as a sidewalk, entrance, or access point, the lowest part of the banner must be higher than 8 feet.
 - iii. Banners must be constructed in a manner to withstand wind so that the banner substantially maintains its installed position.

4. Window/Poster.
 - i. Cumulatively, all window signs and posters, along with all permanent signs located on or in front of windows, may not cover more than 25% of the viewable window space.
- c) Prohibited Temporary Non-Commercial Signs. Prohibited signs are those signs not listed in (b) above and include, but are not limited to, the following:
 1. Inflatable – includes balloons or other gas-filled figures.
 2. Feather signs – defined as a vertical portable sign that contains a harpoon-style pole or staff driven into the ground for support or supported by means of an individual stand.
 3. Animated – includes any sign with action or motion (including those that flash, oscillate or revolve) or one that involves color changes.
- d) Temporary Non-commercial Signs in Public Right-of-Way.
 1. Location. Temporary non-commercial signs are prohibited from being placed within: roundabouts; medians; shoulders; travel lanes; and areas of the public right-of-way that are not accessible by a sidewalk or pedestrian walking path. Temporary signs are prohibited on any public structure including utility poles, walls, fences or buildings. Temporary non-commercial signs shall not be located in right-of-way adjacent to city facilities or parks.
 2. Safety. All temporary non-commercial signs shall be placed in a manner that is safe for all users of the public right-of-way. Temporary non-commercial signs shall not block access to structures or parked cars, block vehicular sight distance views at corners or intersections, or block pedestrian walking paths. No temporary non-commercial sign shall mimic, or be attached to, official roadway signage (stop signs, yield, etc.).
 3. Landscaping. If temporary non-commercial signs are placed in the right-of-way in a manner that punctures the ground (for example, the placement of a stake or picket sign), the sign owner is responsible to ensure such placement into the ground does not damage any infrastructure that is located under the surface, include but not limited to irrigation and utility infrastructure.
 4. Duration. All temporary signs covered by this section may be placed until the interim temporary non-commercial sign regulations are replaced with permanent regulations, at which time all such signs must comply with the durational limits provided for in the permanent regulations.
 5. Temporary non-commercial signs in a residential zone are limited in size to four square feet per side and shall not exceed three feet in height from the ground when displayed.
 6. Temporary non-commercial signs in a nonresidential zone including mixed use zones are limited in size to 16 square feet per side and shall not exceed four feet in height from the ground when displayed.
 7. No temporary non-commercial sign shall obstruct or impair access to a public sidewalk, public or private street or driveway, traffic control sign, bus stop, fire

hydrant, bench, or any type of street furniture, or otherwise create a hazard, including a tripping hazard.

8. All signs placed or erected that do not meet the regulations will be removed without notice.
9. All signs shall be kept in good repair and shall be maintained in a safe, neat, clean and attractive condition.

e) Temporary Non-commercial Signs on Private Property.

1. All temporary non-commercial signs placed on private property shall be placed with the property owner's consent.
2. Safety. All temporary non-commercial signs on private property shall be placed in a manner that is safe. Temporary non-commercial signs shall not block access to structures, block vehicular sight distance views at corners or intersections, or block pedestrian walking paths. No temporary non-commercial sign shall mimic official roadway signage (stop signs, yield, etc.).
3. Temporary non-commercial signs in a residential zone are limited in size to four square feet per side and shall not exceed three feet in height from the ground when displayed.
4. Temporary non-commercial signs in a nonresidential zone included mixed use zones are limited in size to 16 square feet per side and shall not exceed four feet in height from the ground when displayed.
5. No sign shall obstruct or impair access to a public sidewalk, public or private street or driveway, traffic control sign, bus stop, fire hydrant, bench, or any type of street furniture, or otherwise create a hazard, including a tripping hazard.
6. All signs shall be kept in good repair and shall be maintained in a safe, neat, clean and attractive condition.

f) Signs Excluded From Regulation.

1. Signs of a noncommercial nature erected/placed or directed to be erected/placed by a governmental agency, political subdivision, or municipal corporation.
2. Signs directing and guiding pedestrian and/or automobile traffic on private property that do not exceed four square feet each and that bear no advertising matter.

Section 4. Duration of Interim Zoning Regulations/Public Hearing. The interim Zoning Code amendments adopted by this ordinance shall remain in effect for a period of six months from the effective date and shall automatically expire unless the same are extended as provided in RCW 36.70A.390 and RCW 35A.63.220 prior to that date, or unless the same are repealed or superseded by permanent amendments prior to that date. A public hearing on the interim amendments shall be held on or about September 17, 2019 but no later than sixty days following the effective date of this Ordinance. Following the public hearing the city council may take action to amend this ordinance, including the making of additional findings.

Section 5. Planning Commission Work Plan. The City of Lake Stevens Planning Commission is hereby directed to review the interim regulations consistent with Exhibits A and B attached hereto and

to make a recommendation on whether said amendments, some modification thereof, or other amendments should be permanently adopted. The Lake Stevens Planning Commission is directed to complete its review, to conduct such public hearings as may be necessary or desirable, and to forward its recommendation to the Lake Stevens City Council as scheduled.

Section 6. Copy to Commerce Department. Pursuant to RCW 36.70A.106(3), the City Clerk is directed to send a copy of this ordinance to the State Department of Commerce for its files within ten (10) days after adoption of this ordinance.

Section 7. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be 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 8. Effective Date. This Ordinance shall take effect and be in full force five days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Lake Stevens, this 7th day of August 2019.

CITY OF LAKE STEVENS

Mayor John Spencer

ATTEST/AUTHENTICATED:

Kathy Pugh, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Greg Rubstello

PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO. 1046

Exhibit A

City of Lake Stevens Content Based Sign Update (Chapters 14.08, 14.38 and 14.68 LSMC) Work Plan

ACTIVITY	Content Based Sign Update Draft Regulations				
	August	September	October	November	December
Research					
Draft Code Amendments					
Draft Ordinances					
Attorney Review					
Prepare & Issue SEPA (comment/appeal)			10/9/2019		
Commerce Review – Expedited Review			10/9/2019		
Publish Notice Planning Commission Public Hearing			Notice Twice – 1 st notice 10 Days Before Hearing		
Planning Commission Review (B-briefing; PH-public hearing)		9/4/2019 (B)	10/2/2019 (B)	11/6/2019 (PH)	
Publish Notice City Council Public Hearing				Notice Twice – 1 st notice 10 Days Before Hearing	
City Council Briefings & Workshops (B-briefing; PH-public hearing)	8/7/19 – City Council Adopts interim regulations	9/17/2019 (B) 9/24/2019 (PH) interim regs	10/8/2019 (B)		12/10/2019(PH)
Effective date					Code Revisions Effective -5 Days After Publication

Purpose: Consideration of required amendments to the sign content-based regulations for inclusion in the Lake Stevens Municipal Code.

Exhibit B



Scope of Work

Subject: Content Based Signage

BACKGROUND/HISTORY:

Non-Commercial Signs are a form of speech entitled to protection under the First Amendment. Many local sign regulations are complex, contradictory and difficult to administer. The recent U.S. Supreme Court's decision in *Reed v. Town of Gilbert* has far-reaching impacts on sign regulations for local jurisdictions. The conservative regulatory approach for a municipality is to apply content-neutral regulations. On June 18, 2015, the U.S. Supreme Court ruled that the Arizona town of Gilbert sign code was unconstitutional pursuant to content-based restrictions on speech in the regulations, and therefore in violation of the First Amendment. The town of Gilbert code identified different categories of signs based on the information they conveyed, and then applied different restrictions based on that category.

PROPOSED ACTIONS:

- A. Adopt interim ordinance to develop standards to bring the city's sign code into compliance for content neutral signage.
- B. To ensure that the city's sign code does not apply different standards based on a sign's content, staff recommends the actions below and working in concert with our City Attorney:
 1. Develop a purpose statement for the sign code regulations;
 2. Review the sign code to identify any content-based standards and eliminate those standards;
 3. Revise any sign definitions that are based on content;
 4. Avoid exemptions that are not content neutral;
 5. Review sign sizes and placement;
 6. Analyze other types of temporary signs to ensure consistent regulations are in place for time and size; and
 7. Define a permanent permit path and tracking system to ensure compliance.

The Reed decision does not preclude local government from regulating noncommercial signage in a content-neutral manner, using such factors as size and height, type of structure (freestanding vs. monument signs), materials, maximum number, electronic messaging, moving parts and portability.

The scope of the project is limited to ensuring the Lake Stevens sign code is consistent with the Reed decision with one exception – staff proposes to eliminate LSCM 14.68.160, because the Sub-Regional Commercial Zoning Districts do not exist.