



MONROE CITY COUNCIL

Regular Business Meeting
Tuesday, January 12, 2021, 7:00 PM
Zoom Online Meeting Platform

Mayor
Geoffrey Thomas

Councilmembers
Ed Davis, Mayor Pro Tem;
Patsy Cudaback; Kevin Hanford;
Jason Gamble, Jeff Rasmussen;
Kirk Scarboro, & Heather Rousey

Page

1. CALL TO ORDER

1.1. Virtual Participation Information:

The City Council meeting will be held virtually via Zoom Meeting. Due to the COVID-19 pandemic, and [Proclamation 20-28.14](#) issued by Governor Jay Inslee, in-person attendance is not permitted at this time.

Join Zoom Meeting:

- Click link: <https://us02web.zoom.us/j/89536855135>
- Dial in: (253) 215-8782
- Meeting ID: 895 3685 5135

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

3.1. Councilmember Scarboro

4. PUBLIC COMMENTS

(This time is set aside for members of the public to speak to the City Council on any issue related to the City of Monroe; except any quasi-judicial matter subject to a public hearing. Three minutes will be allowed per speaker.)

5. CONSENT AGENDA

5.1. 2021 Council Meeting Schedule approval (B. Hasart)

6 - 8

Move to approve the 2021 Council Meeting Schedule and direct staff to send the appropriate notices for the cancelled meetings.

[Agenda Bill - 2021 Council Meeting Schedule - Pdf](#)

5.2. Accounts Payable approvals (B. Hasart)

9 - 37

- Move to approve the City's Accounts Payables through approval of the consent agenda.
[Agenda Bill - Accounts Payable approvals - Pdf](#)
- 5.3. November Payroll Warrant Approval (B. Hasart) 38 - 39
 Move to approve the November payroll through approval of the consent agenda.
[Agenda Bill - November Payroll approval - Pdf](#)
- 5.4. Approval of Council Meeting Minutes for the meetings of 11/10/2020, 11/17/2020, 12/01/2020, and 12/08/2020 (B. Hasart) 40 - 112
 Move to approve the meeting minutes for the meetings of November 10, 2020, November 17, 2020, December 1, 2020, and December 8, 2020 through approval of the consent agenda.
[Agenda Bill - Approval of Minutes - Pdf](#)
- 5.5. Accept Project/Begin Lien Period for Adams Lane Utility Replacement Project (J. Gardner) 113 - 114
 Move to accept the Adams Lane Utility Replacement Project, M2019-0001, and begin the 45-Day Lien Period; and authorize release of retainage upon filing of Notice of Completion and receipt of State of Washington releases.
[Agenda Bill - Adams Lane Project Acceptance - Pdf](#)
- 5.6. Authorize Mayor to Sign Consultant Agreements with Aspect and Robinson Noble for 2021 On-Call Geotechnical Services (S. Peterson) 115 - 155
 Authorize the Mayor to sign the Consultant Agreements with Aspect Consulting and Robinson Noble for 2021 Geotechnical Services, and expressly authorize further minor revisions to the extent deemed necessary or appropriate.
[Agenda Bill - On-Call Geotechnical Services Contract - Pdf](#)
- 5.7. Award Bid / Authorize Mayor to Sign Contract with McClure and Sons, Inc. for Department of Corrections (DOC) Second Reservoir Project (K. Klinkers) 156 - 159
 Move to award the Department of Corrections (DOC) Second Reservoir Project, M2019-0007, construction contract in the amount of \$2,271,817; authorize the Mayor to sign the construction contract thereto; and expressly authorize a contingency amount up to twenty percent to address further minor revisions as deemed necessary or appropriate per Section 5 of the Procurement Policies & Procedures.
[Agenda Bill - Award Construction Contract for DOC Second Reservoir Project - Pdf](#)
- 5.8. Accept Project and Begin Lien Period for Monroe Youth Activities Building Roof Replacement Project with Garland Company (J. Roberts) 160 - 161
 Motion to accept the Monroe Youth Activities Building Roof Replacement Project, M2020-0013, and begin the 45-day Lien Period; and authorize release of retainage upon filing of Notice of Completion and receipt of State of Washington releases.

[Agenda Bill - Accept Project and Begin Lien Period for Monroe Youth Activities Building Roof Replacement Project with Garland Company - Pdf](#)

- 5.9. Authorize Mayor to Sign Agreement with Transpo Group for 147th Signal Civil and Structural Design Services (J. Gardner) 162 - 209
- Move to authorize the Mayor to sign an agreement with Transpo Group authorizing surveying, civil and structural engineering, and geotechnical and environmental services for the 147th Signal capital project, in an amount not to exceed \$142,331; and expressly authorize further minor revisions as deemed necessary or appropriate.
- [Agenda Bill - 147th Signal - Design Consultant Agreement - Pdf](#)
- 5.10. Authorize Mayor to Sign Local Agency Consultant Agreement with Toole Design for US 2 Non-motorized Shared Path Design Services (K. Klinkers) 210 - 274
- Move to authorize the Mayor to sign the Local Agency Consultant Agreement with Toole Design authorizing surveying, environmental, geotechnical, and civil engineering services for the US 2 Non-motorized Shared Path Project, M2017-0003; in an amount not to exceed \$168,335; and expressly authorize further minor revisions as deemed necessary or appropriate.
- [Agenda Bill - Authorize Consultant Agreement for US 2 Non-motorized Shared Path Design Services - Pdf](#)
- 5.11. Authorize Preparation of Plans and Specifications/Solicitation of Bids for Construction (2021 Capital Improvement Projects) (S. Peterson) 275 - 282
- Move to authorize the preparation of plans and/or specifications and an estimate of project cost for the following 2021 Capital Improvement Projects: 2021 Annual Road Maintenance, Strawberry Lane Water Main Replacement, 179th Sidewalk Extension, Kelsey St At-Grade Rail Crossing Improvements, WWTP CIP 1, Lord Hill/Spring Hill Pump Station Improvements, Monroe Municipal Campus Center, and WWTP Operations and Dewatering Roof
- [Agenda Bill - 2021 CIP Authorization - Pdf](#)
- 5.12. Authorize Mayor to sign Collective Bargaining Agreement with the Monroe Police Sergeants Teamsters Bargaining Unit (B. Warthan) 283 - 305
- Authorize Mayor to sign Collective Bargaining Agreement with the Monroe Police Sergeants Teamsters Bargaining Unit except such minor revisions deemed necessary.
- [Agenda Bill - Police Sergeants CBA 2020-2023 - Pdf](#)
- 5.13. Authorize the Mayor to sign the Purchase & Sale Agreements with Beta-Monroe Plaza LLC and Oaks Street Development LLC to acquire Oaks Street public right-of-way (S. Peterson) 306 - 339
- Move to:
- (1) Authorize the Mayor to sign the Purchase & Sale Agreement with Beta-Monroe LLC for partial acquisition of Oaks Street public right-of-way; and expressly authorize further minor revisions as deemed necessary or appropriate; and
- (2) Authorize the Mayor to sign the Purchase & Sale Agreement with Oaks Street Development LLC for partial acquisition of Oaks Street public right-of-

way; and expressly authorize further minor revisions as deemed necessary or appropriate.

[Agenda Bill - Oaks Street \(Tjerne Place\) Right-of-Way Acquisition - Pdf](#)

- 5.14. Authorize Mayor to Sign Legal Services Agreement with Ogden Murphy Wallace, PLLC (D. Knight) 340 - 359

Move to authorize the Mayor to sign the legal services agreement with Ogden Murphy Wallace, PLLC; and expressly authorize further minor revisions as deemed necessary or appropriate.

[Agenda Bill - Ogden Murphy Wallace Contract 2021-2023 - Pdf](#)

6. NEW BUSINESS

- 6.1. Selection of 2021 Mayor Pro-Tem, Council Committees, and various Council Appointments (B. Hasart) 360 - 371

1. Move to appoint Councilmember _____ as Mayor Pro-Tempore for 2021.
2. Move to appoint Councilmember _____ as the Council representative to the French Creek Flood Control District Joint Board.
3. Move to appoint Councilmember _____ as the Council representative to the Snohomish County Tomorrow Steering Committee.
4. Move to support the continued appointment of Linda Redmon, Snohomish City Councilmember, to continue to serve as the Snohomish County Board of Health District 5 representative.
5. Move to assign Councilmembers _____ and _____ to review and sign bills for 2021.
6. Move to assign Councilmembers _____, _____, and _____ to the 2021 Public Safety Committee.
7. Move to assign Councilmembers _____, _____, and _____ to the 2021 Finance/HR Committee.
8. Move to assign Councilmembers _____, _____, and _____ to the 2021 Legislative Affairs Committee.
9. Move to assign Councilmembers _____, _____, and _____ to the 2021 Transportation/Planning, Parks and Recreation, and Public Works (P3) Committee.

[Agenda Bill - 2021 Council Assignments - Pdf](#)

7. STAFF/DEPARTMENT REPORTS

- 7.1. Public Works Department Report (J. Roberts) 372 - 377
[Agenda Bill - Public Works Department Report - Pdf](#)

8. COUNCILMEMBER REPORTS

9. MAYOR/ADMINISTRATIVE REPORTS

- 9.1. City Administrator Update (D. Knight) 378
[Extended Agenda](#)
- 9.2. Mayor's Update 379 - 383
[MTW Volume 7 Edition 1](#)

10. EXECUTIVE SESSION

- 10.1. If Needed

11. ADJOURNMENT

- 11.1. Majority vote to extend past 10:00 p.m.



AGENDA BILL

Meeting Date: January 12, 2021

Staff Contact: Becky Hasart, Finance
Director/Interim City Clerk

Department: Clerk

SUBJECT: 2021 Council Meeting Schedule approval

REQUESTED ACTION:

Move to approve the 2021 Council Meeting Schedule and direct staff to send the appropriate notices for the cancelled meetings.

POLICY CONSIDERATIONS:

The City Council's regular meeting times are established by ordinance and occur every Tuesday at 7:00 p.m. for the first four Tuesdays of each month. Any regular meeting that will be cancelled must be approved by the Council and noticed accordingly. Any meeting scheduled outside the established timeframe must be noticed as a special meeting.

DESCRIPTION/BACKGROUND:

The attached proposed meeting schedule for 2021 includes recommended cancellations as follows:

January 5, 2021 (already cancelled by Council action)
May 25, 2021 (Memorial Day weekend)
July 6, 2021 (Independence Day weekend)
August 3, 2021 (National Night Out)
September 7, 2021 (Labor Day weekend)
November 2, 2021 (Election day)
November 23, 2021 (Thanksgiving week)
December 21, 2021 (Christmas week)
December 28, 2021 (New Year's week)

The attached proposed meeting schedule includes the following recommended special meetings (all occurring on a fifth Tuesday of the month):

March 30, 2021 Council retreat
June 29, 2021 Council retreat
August 31, 2021 Council retreat

By establishing the schedule in advance, the Council, Mayor, and staff can be proactive regarding scheduled work items to be addressed throughout the year.

FISCAL IMPACTS:

None.

TIME CONSTRAINTS:

Notices regarding the cancellation of meetings must be done by the day of the cancelled meetings. Notices for special meetings must be done at least 24 hours in advance of the meeting date and start time.

ALTERNATIVES TO REQUESTED ACTION:

1. Reject the proposed meeting schedule and direct staff to areas of concern.

ATTACHMENTS:

[2021 Council Meetings Schedule](#)

2021 MONROE CITY COUNCIL MEETINGS SCHEDULE

| JANUARY | | FEBURARY | | MARCH | |
|---------|-----------------------------------|----------|---|-----------|-------------------------------------|
| 05 | Study Session CANCELLED | 02 | Study Session | 02 | Study Session |
| 12 | Regular Meeting | 09 | Regular Meeting | 09 | Regular Meeting |
| 19 | Study Session | 16 | Study Session | 16 | Study Session |
| 26 | Regular Meeting | 23 | Regular Meeting | 23 | Regular Meeting |
| | | | | 30 | Council Retreat |
| APRIL | | MAY | | JUNE | |
| 06 | Study Session | 04 | Study Session | 01 | Study Session |
| 13 | Regular Meeting | 11 | Regular Meeting | 08 | Regular Meeting |
| 20 | Study Session | 18 | Study Session | 15 | Study Session |
| 27 | Regular Meeting | 25 | Regular Meeting CANCELLED | 22 | Regular Meeting |
| | | | | 29 | Council Retreat |
| JULY | | AUGUST | | SEPTEMBER | |
| 06 | Study Session CANCELLED | 03 | Study Session CANCELLED - NNO | 07 | Study Session CANCELLED |
| 13 | Regular Meeting | 10 | Regular Meeting | 14 | Regular Meeting |
| 20 | Study Session | 17 | Study Session | 21 | Study Session |
| 27 | Regular Meeting | 24 | Regular Meeting | 28 | Regular Meeting |
| | | 31 | Council Retreat | | |
| OCTOBER | | NOVEMBER | | DECEMBER | |
| 05 | Study Session | 02 | Study Session CANCELLED | 07 | Study Session |
| 12 | Regular Meeting | 09 | Regular Meeting | 14 | Regular Meeting |
| 19 | Study Session | 16 | Study Session | 21 | Study Session CANCELLED |
| 26 | Regular Meeting | 23 | Regular Meeting CANCELLED | 28 | Regular Meeting CANCELLED |
| | | 30 | Council Retreat CANCELLED | | |



AGENDA BILL

Meeting Date: January 12, 2021

Staff Contact: Becky Hasart, Finance
Director/Interim City Clerk

Department: Finance

SUBJECT: Accounts Payable approvals

REQUESTED ACTION:

Move to approve the City's Accounts Payables through approval of the consent agenda.

FISCAL IMPACTS:

Total submitted this meeting: \$1,429,752.59

ATTACHMENTS:

[AP Packet 12-22-2020](#)

[AP Packet 12-22-2020 2](#)

[AP Packet 12-8-20](#)

[AP Packet 01-12-2020](#)

[AP Packet 01-12-2020 2](#)

ROUTING SLIP - CHECK APPROVAL

12/22/2020

ROUTED:

FINANCE DIRECTOR
CITY ADMINISTRATOR
MAYOR

CLAIMS:

| | | | <u>Check Numbers</u> |
|-------|-------------------|---------------|----------------------|
| Date: | <u>12/4/2020</u> | \$ 11,515.50 | 91886-91888 |
| Date: | <u>12/11/2020</u> | \$ 147,620.51 | 91889-91919 |

Check Total: 159,136.01

| | | | |
|-------|------------------|---------------|---------|
| Date: | <u>12/4/2020</u> | \$ 9,277.50 | ACH |
| Date: | <u>12/9/2020</u> | \$ 143,041.48 | P-Cards |
| Date: | <u>12/9/2020</u> | \$ 48,981.16 | ACH |

Electronic Total: 201,300.14

Total Claims This Period: 360,436.15

APPROVED FOR PAYMENT: AUDIT COMMITTEE

Signed _____ Date: _____
City Councilperson

Signed _____ Date: _____
City Councilperson

Bank Reconciliation

Checks by Date

User: Cheri
 Printed: 12/10/2020 - 11:43AM
 Cleared and Not Cleared Checks



| Check No | Check Date | Name | Comment | Module Clear Date | Amount |
|----------|------------|--|---------|-------------------|-----------|
| 91886 | 12/4/2020 | Carl D Cox | AP | | 4,152.50 |
| 91887 | 12/4/2020 | CWT, LLC | AP | | 975.00 |
| 91888 | 12/4/2020 | Jessica Ness | AP | | 6,388.00 |
| 91889 | 12/11/2020 | A Perfect Cut, LLC | AP | | 10,000.00 |
| 91890 | 12/11/2020 | Bill's Blueprint Inc. | AP | | 81.93 |
| 91891 | 12/11/2020 | BNSF Railway Company | AP | | 918.04 |
| 91892 | 12/11/2020 | Cadman Inc. | AP | | 2,093.06 |
| 91893 | 12/11/2020 | City of Edmonds | AP | | 774.60 |
| 91894 | 12/11/2020 | City of Monroe | AP | | 3,955.15 |
| 91895 | 12/11/2020 | City of Monroe | AP | | 6.13 |
| 91896 | 12/11/2020 | City of Monroe | AP | | 1,277.16 |
| 91897 | 12/11/2020 | Costco Membership | AP | | 120.00 |
| 91898 | 12/11/2020 | Crime Stoppers of Puget Sound | AP | | 1,277.65 |
| 91899 | 12/11/2020 | Larry Crosby | AP | | 144.60 |
| 91900 | 12/11/2020 | D.A. Hogan & Associates | AP | | 1,950.00 |
| 91901 | 12/11/2020 | Daily Journal of Commerce Inc | AP | | 1,188.60 |
| 91902 | 12/11/2020 | DH Pace Company Inc | AP | | 11,588.31 |
| 91903 | 12/11/2020 | Christopher Leif Griffen | AP | | 1,500.00 |
| 91904 | 12/11/2020 | Hanson Homes | AP | | 50,000.00 |
| 91905 | 12/11/2020 | Helton Fire Protection | AP | | 200.00 |
| 91906 | 12/11/2020 | Horizon Distributors Inc | AP | | 595.42 |
| 91907 | 12/11/2020 | Land Development Consultants, Inc. | AP | | 1,215.00 |
| 91908 | 12/11/2020 | Laserfiche | AP | | 1,740.00 |
| 91909 | 12/11/2020 | Lawson Products Inc | AP | | 114.95 |
| 91910 | 12/11/2020 | Les Schwab Warehouse Ctr Inc. | AP | | 485.08 |
| 91911 | 12/11/2020 | Monroe School District | AP | | 15,824.00 |
| 91912 | 12/11/2020 | Phil Olbrechts | AP | | 609.00 |
| 91913 | 12/11/2020 | Platt Electric Supply | AP | | 13.27 |
| 91914 | 12/11/2020 | Prestige Worldwide Technologies LLC | AP | | 540.80 |
| 91915 | 12/11/2020 | Snohomish County Sheriff Corrections B | AP | | 29,106.49 |
| 91916 | 12/11/2020 | Snohomish County Sheriff's Office | AP | | 2,558.00 |
| 91917 | 12/11/2020 | Sprague Pest Solutions Inc | AP | | 161.36 |
| 91918 | 12/11/2020 | WA Audiology Services Inc | AP | | 7,217.80 |
| 91919 | 12/11/2020 | Zumar Industries Inc | AP | | 364.11 |

Total Check Count: 34

Total Check Amount: 159,136.01

Bank Reconciliation

Checks by Date

User: Cheri
Printed: 12/10/2020 - 11:37AM
Cleared and Not Cleared Checks



| Check No | Check Date | Name | Comment | Module Clear Date | Amount |
|----------|------------|--|---------|-------------------|------------|
| 0 | 12/5/2020 | Domestic Violence Services of Snohomis | AP | 12/4/2020 | 3,862.50 |
| 0 | 12/5/2020 | Golden Rule LLC | AP | 12/4/2020 | 5,415.00 |
| 0 | 12/7/2020 | US Bank National Associatio ND | AP | 12/7/2020 | 143,041.48 |
| 0 | 12/9/2020 | Bill Abell | AP | 12/9/2020 | 144.60 |
| 0 | 12/9/2020 | BHC Consultants LLC | AP | 12/9/2020 | 16,162.37 |
| 0 | 12/9/2020 | City of Everett | AP | 12/9/2020 | 88.00 |
| 0 | 12/9/2020 | Kenneth L Crowder | AP | 12/9/2020 | 75.00 |
| 0 | 12/9/2020 | Department of Ecology | AP | 12/9/2020 | 736.48 |
| 0 | 12/9/2020 | ISOutsource | AP | 12/9/2020 | 251.39 |
| 0 | 12/9/2020 | Monroe Community Senior Center | AP | 12/9/2020 | 1,250.00 |
| 0 | 12/9/2020 | Ricoh USA Inc | AP | 12/9/2020 | 555.90 |
| 0 | 12/9/2020 | Rodarte Construction, Inc | AP | 12/9/2020 | 29,331.59 |
| 0 | 12/9/2020 | Utilities Underground Location Center | AP | 12/9/2020 | 241.23 |
| 0 | 12/9/2020 | Mark Wakefield | AP | 12/9/2020 | 144.60 |

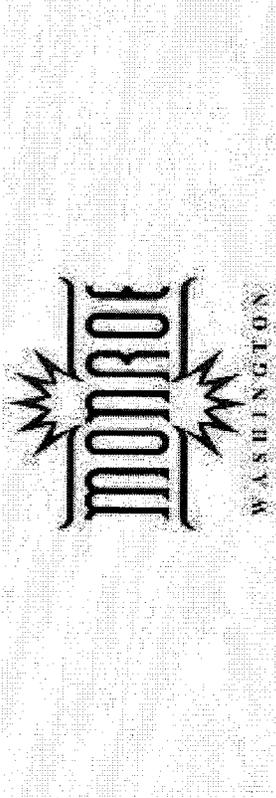
Total Check Count: 14

Total Check Amount: 201,300.14

Bank Reconciliation

Disbursement Detail

User: Cheri
 Printed: 12/10/2020 - 11:46AM
 Date Range: 12/04/2020 - 12/11/2020
 Systems: 'Accounts Payable'



| Check# | Check Date | Payable To | Purpose | Amount |
|---------------------------------|------------|---|--|------------|
| Fund: 001 General Fund | | | | |
| 0 | 12/05/2020 | Domestic Violence Services of Snohomiti | DV Advocate from 7/1/20 - 9/30/20 | 3,862.50 |
| 0 | 12/05/2020 | Golden Rule LLC | Professional Services - Dec. 2020 Golden Rule | 5,415.00 |
| 0 | 12/09/2020 | Monroe Community Senior Center | Senior Transportation Plan | 1,250.00 |
| 0 | 12/07/2020 | US Bank National Associatio ND | Galls - New Hire Uniform | 74,768.48 |
| 0 | 12/09/2020 | Bill Abell | W Abell supplemental insurance | 144.60 |
| 0 | 12/09/2020 | Kenneth L. Crowder | Colleen Wilson's services Oct, Nov and Dec 2020 | 75.00 |
| 0 | 12/09/2020 | Mark Wakefield | M Wakefield supplemental insur | 144.60 |
| 91886 | 12/04/2020 | Carl D Cox | Ann Street Vehicle Storage - Carl Cox | 4,152.50 |
| 91888 | 12/04/2020 | Jessica Ness | Judge's Salary December 2020 | 6,388.00 |
| 91893 | 12/11/2020 | City of Edmonds | SWAT Advanced Training | 774.60 |
| 91894 | 12/11/2020 | City of Monroe | Refund B&G Club fees | 3,493.00 |
| 91895 | 12/11/2020 | City of Monroe | PD Replenish Petty Cash | 6.13 |
| 91897 | 12/11/2020 | Costco Membership | Costco annual membership 2021 | 120.00 |
| 91898 | 12/11/2020 | Crime Stoppers of Puget Sound | Crime Stoppers | 1,277.65 |
| 91899 | 12/11/2020 | Larry Crosby | Crosby supplemental insurance | 144.60 |
| 91903 | 12/11/2020 | Christopher Leif Griffen | conflict appointments - November 2020 Griffen Law | 1,500.00 |
| 91906 | 12/11/2020 | Horizon Distributors Inc | Irrigation repair supplies | 595.42 |
| 91907 | 12/11/2020 | Land Development Consultants, Inc. | Monroe Annexations 10/18/20 - 11/14/20 - LDC | 1,215.00 |
| 91910 | 12/11/2020 | Les Schwab Warehouse Ctr Inc. | Mower Tires | 485.08 |
| 91915 | 12/11/2020 | Snohomish County Sheriff Corrections | E Jail Service Fees - October 2020 | 29,106.49 |
| 91916 | 12/11/2020 | Snohomish County Sheriffs Office | Drug Task Force Contribution | 2,558.00 |
| 91918 | 12/11/2020 | WA Audiology Services Inc | Hearing Test - Parks | 3,978.24 |
| Total for Fund:001 General Fund | | | | 141,454.89 |
| Fund: 105 Streets | | | | |
| 0 | 12/07/2020 | US Bank National Associatio ND | rh LOWES- | 1,767.30 |
| 91891 | 12/11/2020 | BNSF Railway Company | Signal Maintainer and, arm and LE gatelight kit 9/5/2020 | 918.04 |
| 91918 | 12/11/2020 | WA Audiology Services Inc | Hearing Test - Scott Hawkins | 118.53 |
| 91919 | 12/11/2020 | Zumar Industries Inc | Water Over Roadway Signs | 364.11 |
| Total for Fund:105 Streets | | | | 3,167.98 |

| Check# | Check Date | Payable To | Purpose | Amount |
|---|------------------|---------------------------------------|---|-----------|
| Fund: 317 Parks CIP Fund | | | | |
| | 0 12/09/2020 | Department of Ecology | Lake Tye Field Proj. 176-WWWD-02-86-000196 | 736.48 |
| | 91896 12/11/2020 | City of Monroe | Retainage DH Pace Door Services Rotary Field ADA Door | 1,167.00 |
| | 91900 12/11/2020 | D.A. Hogan & Associates | Lake Tye All Weather Parks | 1,950.00 |
| | 91902 12/11/2020 | DH Pace Company Inc | Rotary Field ADA - DH Pace Door | 11,588.31 |
| | | | Total for Fund:317 Parks CIP Fund | 15,441.79 |
| Fund: 318 Streets CIP Fund | | | | |
| | 91892 12/11/2020 | Cadman Inc. | 154th St Overlay - Cadman | 2,093.06 |
| | 91896 12/11/2020 | City of Monroe | Retainage Cadman 154th St Overlay | 110.16 |
| | 91901 12/11/2020 | Daily Journal of Commerce Inc | US 2 Non Motorized Shared Path | 373.80 |
| | | | Total for Fund:318 Streets CIP Fund | 2,577.02 |
| Fund: 411 Water Maintenance & Operations | | | | |
| | 0 12/07/2020 | US Bank National Associatio ND | mt NATIONAL SAFETY | 1,885.07 |
| | 0 12/09/2020 | Utilities Underground Location Center | locates | 241.23 |
| | 91918 12/11/2020 | WA Audiology Services Inc | Hearing Test - Water | 710.68 |
| | | | Total for Fund:411 Water Maintenance & Operations | 2,836.98 |
| Fund: 412 Water Capital Projects | | | | |
| | 0 12/09/2020 | City of Everett | Adams Lane - Water Test | 44.00 |
| | 0 12/09/2020 | Rodarte Construction, Inc | Adams Lane Utility Replace. - Rodarte | 14,665.80 |
| | 0 12/07/2020 | US Bank National Associatio ND | Mailing Fee - Rainier View Rd PRV Capital Project | 53.16 |
| | 91890 12/11/2020 | Bill's Blueprint Inc. | Rainier view Rd PRV | 81.93 |
| | 91901 12/11/2020 | Daily Journal of Commerce Inc | DOC 2nd Reservoir | 814.80 |
| | | | Total for Fund:412 Water Capital Projects | 15,659.69 |
| Fund: 421 Sewer Maintenance & Operations | | | | |
| | 0 12/07/2020 | US Bank National Associatio ND | lab supplies | 8,556.07 |
| | 91918 12/11/2020 | WA Audiology Services Inc | Hearing Test - Scott Hawkins | 829.71 |
| | | | Total for Fund:421 Sewer Maintenance & Operations | 9,385.78 |
| Fund: 422 Sewer Capital Projects | | | | |
| | 0 12/09/2020 | City of Everett | Adams Lane - Water Test | 44.00 |
| | 0 12/09/2020 | Rodarte Construction, Inc | Adams Lane Utility Replace. - Rodarte | 14,665.79 |
| | | | Total for Fund:422 Sewer Capital Projects | 14,709.79 |
| Fund: 431 Stormwater Maint & Operations | | | | |
| | 0 12/07/2020 | US Bank National Associatio ND | mt NATIONAL SAFETY | 218.90 |
| | 91887 12/04/2020 | CWT, LLC | CESU training Stormwater | 975.00 |
| | 91918 12/11/2020 | WA Audiology Services Inc | Hearing Test - O&M | 1,580.64 |
| | | | Total for Fund:431 Stormwater Maint & Operations | 2,774.54 |

| Check# | Check Date | Payable To | Purpose | Amount |
|--|------------------|-------------------------------------|--|------------|
| Fund: 432 Stormwater Capital Projects | | | | |
| | 0 12/09/2020 | BHC Consultants LLC | Bueberry Lanes Stormwater Improvements - BHC | 16,162.37 |
| | | | Total for Fund:432 Stormwater Capital Projects | 16,162.37 |
| Fund: 510 Information & Tech Services | | | | |
| | 0 12/09/2020 | ISOutsource | Professional server monitoring | 251.39 |
| | 0 12/09/2020 | Ricoh USA Inc | PD Ricoh copier lease MPC3502 | 555.90 |
| | 0 12/07/2020 | US Bank National Associatio ND | Monroewa.gov registration | 13,474.21 |
| | 91894 12/11/2020 | City of Monroe | Refund B&G Club fees | 187.15 |
| | 91908 12/11/2020 | Laserfiche | Laserfische Support 1-6-21 / 1-5-22 | 1,740.00 |
| | | | Total for Fund:510 Information & Tech Services | 16,208.65 |
| Fund: 520 Equipment & Fleet Management | | | | |
| | 0 12/07/2020 | US Bank National Associatio ND | jd SNOHIMISH COOP- gas for small engines | 13,976.80 |
| | | | Total for Fund:520 Equipment & Fleet Management | 13,976.80 |
| Fund: 530 Facilities Management | | | | |
| | 0 12/07/2020 | US Bank National Associatio ND | mt WALTER E NELSON- custodial supplies | 28,341.49 |
| | 91909 12/11/2020 | Lawson Products Inc | Paint and hole saws | 114.95 |
| | 91913 12/11/2020 | Platt Electric Supply | Job 20-01 PD Locker Room | 13.27 |
| | 91917 12/11/2020 | Sprague Pest Solutions Inc | Pest Control | 161.36 |
| | | | Total for Fund:530 Facilities Management | 28,631.07 |
| Fund: 631 Agency Fund | | | | |
| | 91889 12/11/2020 | A Perfect Cut, LLC | Performance Bond 143 Charles St - A Perfect Cut | 10,000.00 |
| | 91894 12/11/2020 | City of Monroe | Refund B&G Club fees | 275.00 |
| | 91904 12/11/2020 | Hanson Homes | Maintenance Bond - 158th St.SE and 173rd Ave SE - Hanson | 50,000.00 |
| | 91905 12/11/2020 | Helton Fire Protection | Refund Sprinkler fees | 200.00 |
| | 91912 12/11/2020 | Phil Olbrechts | Hearing Examiner Services October 2020 | 609.00 |
| | 91914 12/11/2020 | Prestige Worldwide Technologies LLC | Release Retainage 2020 PRV Maint. - Prestige Worldwide | 540.80 |
| | | | Total for Fund:631 Agency Fund | 61,624.80 |
| Fund: 636 School Mitigation Fees | | | | |
| | 91911 12/11/2020 | Monroe School District | School Mitigation fees 11/18/20 - 12/11/2020 | 15,824.00 |
| | | | Total for Fund:636 School Mitigation Fees | 15,824.00 |
| | | | Grand Total | 360,436.15 |

ROUTING SLIP - CHECK APPROVAL

12/22/2020

ROUTED:

FINANCE DIRECTOR
CITY ADMINISTRATOR
MAYOR

CLAIMS:

Date: 12/18/2020 \$ 87,322.30 91920-91958 **Check Numbers**

Check Total: 87,322.30

Date: 12/16/2020 \$ 53,329.95 ACH

Electronic Total: 53,329.95

Total Claims This Period: 140,652.25

APPROVED FOR PAYMENT: AUDIT COMMITTEE

Signed _____ Date: _____
City Councilperson

Signed _____ Date: _____
City Councilperson

Bank Reconciliation

Checks by Date

User: Cheri
 Printed: 12/16/2020 - 4:21PM
 Cleared and Not Cleared Checks



| Check No | Check Date | Name | Comment | Module Clear Date | Amount |
|----------|------------|-----------------------------------|---------|-------------------|-----------|
| 91920 | 12/18/2020 | AAA Monroe Rock Corp. | AP | | 1,748.90 |
| 91921 | 12/18/2020 | Jesse Acosta | AP | | 420.99 |
| 91922 | 12/18/2020 | Daniel & Lindsey Bleichner | AP | | 82.69 |
| 91923 | 12/18/2020 | Bob's Heating | AP | | 15.75 |
| 91924 | 12/18/2020 | Joseph Jr & Kate Buckman | AP | | 183.10 |
| 91925 | 12/18/2020 | John C. and Shelley J. Burch | AP | | 750.00 |
| 91926 | 12/18/2020 | City of Everett | AP | | 410.00 |
| 91927 | 12/18/2020 | Cedric Collins | AP | | 48.82 |
| 91928 | 12/18/2020 | D Square Energy Systems LLC | AP | | 2,269.40 |
| 91929 | 12/18/2020 | Derby Construction | AP | | 1,820.62 |
| 91930 | 12/18/2020 | Derby Construction | AP | | 1,840.50 |
| 91931 | 12/18/2020 | Emily Duffy | AP | | 130.91 |
| 91932 | 12/18/2020 | Maria Farmer | AP | | 100.00 |
| 91933 | 12/18/2020 | Megan & Charles Gift | AP | | 130.91 |
| 91934 | 12/18/2020 | Brian and Linda Grant | AP | | 90.00 |
| 91935 | 12/18/2020 | Russell & Brittany Hunt | AP | | 26.18 |
| 91936 | 12/18/2020 | Denise Johns | AP | | 37.42 |
| 91937 | 12/18/2020 | Kickit Graphics Inc | AP | | 298.64 |
| 91938 | 12/18/2020 | Brandon Lazzell | AP | | 425.26 |
| 91939 | 12/18/2020 | LEIRA | AP | | 100.00 |
| 91940 | 12/18/2020 | Derrick Lether | AP | | 654.95 |
| 91941 | 12/18/2020 | Abel Montano | AP | | 251.18 |
| 91942 | 12/18/2020 | Cindy Morgan | AP | | 162.51 |
| 91943 | 12/18/2020 | Brian Neary | AP | | 224.79 |
| 91944 | 12/18/2020 | Myisha Opulencia | AP | | 269.73 |
| 91945 | 12/18/2020 | Jessica Post | AP | | 71.00 |
| 91946 | 12/18/2020 | PUD | AP | | 17,725.00 |
| 91947 | 12/18/2020 | Puget Sound Energy Inc | AP | | 1,233.16 |
| 91948 | 12/18/2020 | RDK Investment, LLC | AP | | 425.18 |
| 91949 | 12/18/2020 | Hanson Richard | AP | | 1,891.00 |
| 91950 | 12/18/2020 | Hua Robinson | AP | | 130.00 |
| 91951 | 12/18/2020 | Paul Ryan | AP | | 5,000.00 |
| 91952 | 12/18/2020 | Signco | AP | | 874.40 |
| 91953 | 12/18/2020 | Snohomish County Treasurer | AP | | 133.57 |
| 91954 | 12/18/2020 | SNOPAC911 | AP | | 26,528.87 |
| 91955 | 12/18/2020 | Sonitrol | AP | | 2,076.72 |
| 91956 | 12/18/2020 | State Treasurer's Office | AP | | 10,282.08 |
| 91957 | 12/18/2020 | Santosh Wahi | AP | | 130.00 |
| 91958 | 12/18/2020 | West Coast Code Consultants, Inc. | AP | | 8,328.07 |

Total Check Count: 39
 Total Check Amount: 87,322.30

Bank Reconciliation

Checks by Date

User: Cheri
 Printed: 12/16/2020 - 4:13PM
 Cleared and Not Cleared Checks



| Check No | Check Date | Name | Comment | Module Clear Date | Amount |
|----------|------------|-----------------------------------|---------|-------------------|-----------|
| 0 | 12/16/2020 | Allstream Business US Inc | AP | 12/16/2020 | 3,972.59 |
| 0 | 12/16/2020 | Contract Land Staff LLC | AP | 12/16/2020 | 960.00 |
| 0 | 12/16/2020 | Enviroissues Inc | AP | 12/16/2020 | 4,569.49 |
| 0 | 12/16/2020 | Govconnection, INC | AP | 12/16/2020 | 416.43 |
| 0 | 12/16/2020 | ISOutsource | AP | 12/16/2020 | 10,522.63 |
| 0 | 12/16/2020 | KPG Interdisciplinary Design | AP | 12/16/2020 | 6,370.50 |
| 0 | 12/16/2020 | Monroe Law Group | AP | 12/16/2020 | 14,000.00 |
| 0 | 12/16/2020 | Murraysmith, Inc | AP | 12/16/2020 | 2,608.50 |
| 0 | 12/16/2020 | NI Government Services Inc | AP | 12/16/2020 | 73.73 |
| 0 | 12/16/2020 | Springbrook Finance Holdings, Inc | AP | 12/16/2020 | 5,230.58 |
| 0 | 12/16/2020 | State Auditor's Office | AP | 12/16/2020 | 565.00 |
| 0 | 12/16/2020 | TranspoGroup | AP | 12/16/2020 | 3,987.50 |
| 0 | 12/16/2020 | Washington State Patrol | AP | 12/16/2020 | 53.00 |

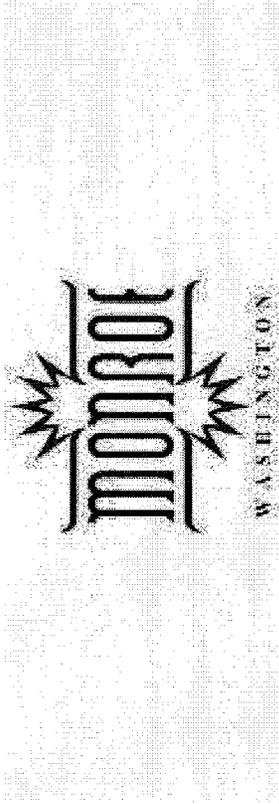
Total Check Count: 13

Total Check Amount: 53,329.95

Bank Reconciliation

Disbursement Detail

User: Cheri
 Printed: 12/16/2020 - 4:43PM
 Date Range: 12/16/2020 - 12/18/2020
 Systems: 'Accounts Payable'



| Check# | Check Date | Payable To | Purpose | Amount |
|-----------------------------------|------------|-----------------------------------|---|-----------|
| Fund: 001 General Fund | | | | |
| 0 | 12/16/2020 | Enviroissues Inc | City of Monroe Vision 2050 Nov 1-30th | 4,569.49 |
| 0 | 12/16/2020 | Govconnection, INC | Ink ribbon for evidence printer | 416.43 |
| 0 | 12/16/2020 | Monroe Law Group | Public Defense December 2020 | 14,000.00 |
| 0 | 12/16/2020 | NI Government Services Inc | satellite phone | 18.43 |
| 0 | 12/16/2020 | State Auditor's Office | 2019 Audit | 565.00 |
| 91921 | 12/18/2020 | Jesse Acosta | Interpreting services Jesse Acosta - 9/2/20 | 420.99 |
| 91923 | 12/18/2020 | Bob's Heating | Overpayment for permit - Bob's Heating | 15.75 |
| 91926 | 12/18/2020 | City of Everett | Animal Control Services | 410.00 |
| 91932 | 12/18/2020 | Maria Farmer | Interpreting services 9/16/20 - Farmer | 100.00 |
| 91937 | 12/18/2020 | Kickit Graphics Inc | Work Shirts | 298.64 |
| 91939 | 12/18/2020 | LEIRA | LEIRA Membership - Simonson 2021 | 100.00 |
| 91940 | 12/18/2020 | Derrick Lether | Tuition Reimbursement - D. Lether | 654.95 |
| 91948 | 12/18/2020 | RDK Investment, LLC | Car Wash - Patrol Vehicles | 425.18 |
| 91950 | 12/18/2020 | Hua Robinson | Interpreting Services 11/18/20 - Robinson | 130.00 |
| 91951 | 12/18/2020 | Paul Ryan | Tuition Reimbursement - Paul Ryan | 5,000.00 |
| 91952 | 12/18/2020 | Signco | Lake Tye Construction Signs | 874.40 |
| 91954 | 12/18/2020 | SNOPAC911 | Dispatch Services | 26,528.87 |
| 91957 | 12/18/2020 | Santosh Wahi | Interpreting Services - 8/19/20 - | 130.00 |
| 91958 | 12/18/2020 | West Coast Code Consultants, Inc. | In House Inspection Services November 2020 | 8,328.07 |
| Total for Fund:001 General Fund | | | | 62,986.20 |
| Fund: 317 Parks CIP Fund | | | | |
| 0 | 12/16/2020 | KPG Interdisciplinary Design | N. Hill Park | 6,370.50 |
| 91946 | 12/18/2020 | PUD | Lake Tye All Weather Field | 17,725.00 |
| Total for Fund:317 Parks CIP Fund | | | | 24,095.50 |

| Check# | Check Date | Payable To | Purpose | Amount |
|---|------------------|-----------------------------------|---|----------|
| Fund: 318 Streets CIP Fund | | | | |
| | 0 12/16/2020 | Contract Land and Staff LLC | Oak St Improvements (Tjerne Phase 3) | 960.00 |
| | 0 12/16/2020 | TranspoGroup | ADA Trastiaon Plan | 3,987.50 |
| | 91925 12/18/2020 | John C. and Shelley J. Burch | Chain Lk. Rd. ROW - John and Shelly Burch | 750.00 |
| | 91934 12/18/2020 | Brian and Linda Grant | Chain Lk rd 2a - Grant | 90.00 |
| | 91945 12/18/2020 | Jessica Post | Chain Lk RD 2a - Jessica Post | 71.00 |
| Total for Fund:318 Streets CIP Fund | | | | 5,858.50 |
| Fund: 411 Water Maintenance & Operations | | | | |
| | 0 12/16/2020 | NI Government Services Inc | satellite phone | 18.43 |
| | 0 12/16/2020 | Springbrook Finance Holdings, Inc | Springbrook Transactions | 1,726.09 |
| | 91922 12/18/2020 | Daniel & Lindsey Bleichner | Refund Check | 53.27 |
| | 91924 12/18/2020 | Joseph Jr & Kate Buckman | Refund Check | 34.90 |
| | 91927 12/18/2020 | Cedric Collins | Refund Check | 9.31 |
| | 91929 12/18/2020 | Derby Construction | Refund Check | 1,820.62 |
| | 91930 12/18/2020 | Derby Construction | Refund Check | 1,840.50 |
| | 91931 12/18/2020 | Emily Duffy | Refund Check | 24.98 |
| | 91933 12/18/2020 | Megan & Charles Gift | Refund Check | 130.91 |
| | 91935 12/18/2020 | Russell & Brittany Hunt | Refund Check | 4.99 |
| | 91936 12/18/2020 | Denise Johns | Refund Check | 37.42 |
| | 91938 12/18/2020 | Brandon Lazzell | Refund Check | 209.10 |
| | 91941 12/18/2020 | Abel Montano | Refund Check | 111.76 |
| | 91942 12/18/2020 | Cindy Morgan | Refund Check | 65.58 |
| | 91943 12/18/2020 | Brian Neary | Refund Check | 83.36 |
| | 91944 12/18/2020 | Myisha Oplencia | Refund Check | 81.65 |
| Total for Fund:411 Water Maintenance & Operations | | | | 6,252.87 |
| Fund: 412 Water Capital Projects | | | | |
| | 0 12/16/2020 | Murraysmith, Inc | DOC Second Reservoir | 2,608.50 |
| Total for Fund:412 Water Capital Projects | | | | 2,608.50 |
| Fund: 421 Sewer Maintenance & Operations | | | | |
| | 0 12/16/2020 | NI Government Services Inc | satellite phone | 18.44 |
| | 0 12/16/2020 | Springbrook Finance Holdings, Inc | Springbrook Transactions | 1,726.09 |
| | 91924 12/18/2020 | Joseph Jr & Kate Buckman | Refund Check | 128.88 |
| | 91927 12/18/2020 | Cedric Collins | Refund Check | 34.36 |
| | 91928 12/18/2020 | D Square Energy Systems LLC | Generaltor Service | 1,617.64 |
| | 91931 12/18/2020 | Emily Duffy | Refund Check | 92.14 |
| | 91935 12/18/2020 | Russell & Brittany Hunt | Refund Check | 18.43 |
| | 91938 12/18/2020 | Brandon Lazzell | Refund Check | 187.99 |
| | 91941 12/18/2020 | Abel Montano | Refund Check | 121.26 |
| | 91942 12/18/2020 | Cindy Morgan | Refund Check | 84.30 |
| | 91943 12/18/2020 | Brian Neary | Refund Check | 123.00 |
| | 91944 12/18/2020 | Myisha Oplencia | Refund Check | 163.58 |
| Total for Fund:421 Sewer Maintenance & Operations | | | | 4,316.11 |

Check#

Check Date

Payable To

Purpose

Amount

Fund: 431 Stormwater Maint & Operations

| | | | | |
|-------|------------|-----------------------------------|--------------------------|----------|
| 0 | 12/16/2020 | NI Government Services Inc | satellite phone | 18.43 |
| 0 | 12/16/2020 | Springbrook Finance Holdings, Inc | Springbrook Transactions | 1,778.40 |
| 91920 | 12/18/2020 | AAA Monroe Rock Corp. | ditching - storm service | 1,748.90 |
| 91922 | 12/18/2020 | Daniel & Lindsey Bleichner | Refund Check | 29.42 |
| 91924 | 12/18/2020 | Joseph Jr & Kate Buckman | Refund Check | 19.32 |
| 91927 | 12/18/2020 | Cedric Collins | Refund Check | 5.15 |
| 91931 | 12/18/2020 | Emily Duffy | Refund Check | 13.79 |
| 91935 | 12/18/2020 | Russell & Brittany Hunt | Refund Check | 2.76 |
| 91938 | 12/18/2020 | Brandon Lazzell | Refund Check | 28.17 |
| 91941 | 12/18/2020 | Abel Montano | Refund Check | 18.16 |
| 91942 | 12/18/2020 | Cindy Morgan | Refund Check | 12.63 |
| 91943 | 12/18/2020 | Brian Neary | Refund Check | 18.43 |
| 91944 | 12/18/2020 | Myisha Opulencia | Refund Check | 24.50 |

3,718.06

Total for Fund:431 Stormwater Maint & Operations

Fund: 510 Information & Tech Services

| | | | | |
|-------|------------|---------------------------|-----------------------------------|-----------|
| 0 | 12/16/2020 | Allstream Business US Inc | Long Distance Charges | 3,972.59 |
| 0 | 12/16/2020 | ISOsource | Billable Services | 10,522.63 |
| 91955 | 12/18/2020 | Sonitrol | Monitoring Service 818 W. Main St | 1,098.48 |

15,593.70

Total for Fund:510 Information & Tech Services

Fund: 520 Equipment & Fleet Management

| | | | | |
|-------|------------|-----------------------------|--------------------|--------|
| 91928 | 12/18/2020 | D Square Energy Systems LLC | Generaltor Service | 651.76 |
|-------|------------|-----------------------------|--------------------|--------|

651.76

Total for Fund:520 Equipment & Fleet Management

Fund: 530 Facilities Management

| | | | | |
|-------|------------|------------------------|------------------------------|----------|
| 91947 | 12/18/2020 | Puget Sound Energy Inc | Park Place PS - 17866 W Main | 1,233.16 |
| 91955 | 12/18/2020 | Sonitrol | New Fobs | 978.24 |

2,211.40

Total for Fund:530 Facilities Management

Fund: 631 Agency Fund

| | | | | |
|-------|------------|----------------------------|--|-----------|
| 0 | 12/16/2020 | Washington State Patrol | Fingerprinting | 53.00 |
| 91949 | 12/18/2020 | Hanson Richard | Hearing Examiner - Richard Hanson Stanton Station Prelimin | 1,891.00 |
| 91953 | 12/18/2020 | Snohomish County Treasurer | Crive Victims Comp. November 2020 | 133.57 |
| 91956 | 12/18/2020 | State Treasurer's Office | Jurisdiction Billing November 2020 | 10,282.08 |

12,359.65

Total for Fund:631 Agency Fund

Grand Total

140,652.25

ROUTING SLIP - CHECK APPROVAL

12/8/2020

ROUTED:

FINANCE DIRECTOR
CITY ADMINISTRATOR
MAYOR

CLAIMS:

| | | | <u>Check Numbers</u> |
|-------|-------------------|--------------|----------------------|
| Date: | <u>11/27/2020</u> | \$ 38,730.00 | 91862-91869 |
| Date: | <u>11/27/2020</u> | \$ 32,000.00 | 91870 |
| | <u>12/4/2020</u> | \$ 33,226.40 | 91871-91885 |

Check Total: 103,956.40

| | | | |
|-------|-------------------|--------------|-----|
| Date: | <u>11/27/2020</u> | \$ 54,697.50 | ACH |
| Date: | <u>11/27/2020</u> | \$ 5,000.00 | ACH |

Electronic Total: 59,697.50

Total Claims This Period: 163,653.90

APPROVED FOR PAYMENT: AUDIT COMMITTEE

Signed _____ Date: _____
City Councilperson

Signed _____ Date: _____
City Councilperson

Bank Reconciliation

Checks by Date

User: Cheri
Printed: 12/04/2020 - 11:28AM
Cleared and Not Cleared Checks



| Check No | Check Date | Name | Comment | Module Clear Date | Amount |
|----------|------------|--|---------|-------------------|-----------|
| 91862 | 11/27/2020 | Boys and Girls Club | AP | | 7,500.00 |
| 91863 | 11/27/2020 | Discovery Leadership | AP | | 730.00 |
| 91864 | 11/27/2020 | Food Rescue of Sky Valley | AP | | 2,500.00 |
| 91865 | 11/27/2020 | Miracles and Memories | AP | | 7,500.00 |
| 91866 | 11/27/2020 | Monroe Door & Millwork | AP | | 3,000.00 |
| 91867 | 11/27/2020 | Monroe Public Schools Foundation | AP | | 7,500.00 |
| 91868 | 11/27/2020 | Saint Vincent de Paul | AP | | 5,000.00 |
| 91869 | 11/27/2020 | Sea Mar Community Health Centers | AP | | 5,000.00 |
| 91870 | 11/30/2020 | Take the Next Step | AP | | 32,000.00 |
| 91871 | 12/4/2020 | AAA Monroe Rock Corp. | AP | | 1,080.97 |
| 91872 | 12/4/2020 | Commercial Industrial Roofing, Inc | AP | | 2,951.10 |
| 91873 | 12/4/2020 | Employment Security Department | AP | | 3,674.63 |
| 91874 | 12/4/2020 | Graybar Electric Co Inc | AP | | 52.99 |
| 91875 | 12/4/2020 | Hanson Homes | AP | | 2,475.00 |
| 91876 | 12/4/2020 | Mainvue Homes | AP | | 548.66 |
| 91877 | 12/4/2020 | Monroe School District | AP | | 3,956.00 |
| 91878 | 12/4/2020 | Moore Iacofano Goltsman, Inc | AP | | 7,332.70 |
| 91879 | 12/4/2020 | Mt Index Tree Service | AP | | 997.36 |
| 91880 | 12/4/2020 | NI Government Services Inc | AP | | 73.73 |
| 91881 | 12/4/2020 | PH Consulting LLC | AP | | 8,307.00 |
| 91882 | 12/4/2020 | Puget Sound Clean Air Agency | AP | | 1,150.00 |
| 91883 | 12/4/2020 | Snohomish County Sheriff Corrections B | AP | | 25.80 |
| 91884 | 12/4/2020 | Sprague Pest Solutions Inc | AP | | 254.27 |
| 91885 | 12/4/2020 | Systems for Public Safety Inc | AP | | 346.19 |

Total Check Count: 24

Total Check Amount: 103,956.40

Bank Reconciliation

Checks by Date

User: Cheri
Printed: 12/04/2020 - 11:33AM
Cleared and Not Cleared Checks



| Check No | Check Date | Name | Comment | Module Clear Date | Amount |
|----------|------------|--------------------------------|---------|-------------------|-----------|
| 0 | 11/27/2020 | Monroe Community Senior Center | AP | 11/25/2020 | 5,000.00 |
| 0 | 11/27/2020 | Diligent Corporation | AP | 11/30/2020 | 8,197.50 |
| 0 | 11/27/2020 | Monroe Chamber of Commerce | AP | 11/30/2020 | 46,500.00 |

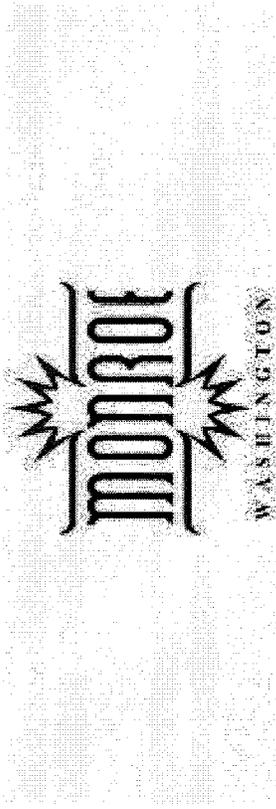
Total Check Count: 3

Total Check Amount: 59,697.50

Bank Reconciliation

Disbursement Detail

User: Cheri
 Printed: 12/04/2020 - 11:35AM
 Date Range: 11/27/2020 - 12/04/2020
 Systems: 'Accounts Payable'



| Check# | Check Date | Payable To | Purpose | Amount |
|---|------------|--|--|------------|
| Fund: 001 General Fund | | | | |
| 0 | 11/27/2020 | Diligent Corporation | Agenda Management Software - cares act | 8,197.50 |
| 0 | 11/27/2020 | Monroe Chamber of Commerce | Relief Funds Grant - Monroe Chamber of Commerce 3 | 46,500.00 |
| 0 | 11/27/2020 | Monroe Community Senior Center | Relief Grant Payment - Monroe Community Senior Center | 5,000.00 |
| 91862 | 11/27/2020 | Boys and Girls Club | Relief Grant Payment - Boy and Girls Club | 7,500.00 |
| 91863 | 11/27/2020 | Discovery Leadership | Relief Grant Payment - Discovery Leadership | 730.00 |
| 91864 | 11/27/2020 | Food Rescue of Sky Valley | Relief Grant Payment - Food Rescue Sky Valley | 2,500.00 |
| 91865 | 11/27/2020 | Miracles and Memories | Relief Grant Payment - Miracles and Memories | 7,500.00 |
| 91866 | 11/27/2020 | Monroe Door & Millwork | Grant Relief payments - Monroe Door & Millwork | 3,000.00 |
| 91867 | 11/27/2020 | Monroe Public Schools Foundation | Relief Grant Payment - Monroe Pub. School Foundation | 7,500.00 |
| 91868 | 11/27/2020 | Saint Vincent de Paul | Relief Grant Payment - St. Vincent De Paul | 5,000.00 |
| 91869 | 11/27/2020 | Sea Mar Community Health Centers | Relief Grant Payment - Sea Mar Community Health Centers | 5,000.00 |
| 91870 | 11/30/2020 | Take the Next Step | Relief Funds Grant - Take the Next Step #3 | 32,000.00 |
| 91873 | 12/04/2020 | Employment Security Department | 000-945066-10-6 Heather Richards | 3,674.63 |
| 91880 | 12/04/2020 | NI Government Services Inc | satellite phone | 18.43 |
| 91883 | 12/04/2020 | Snohomish County Sheriff Corrections E | Inmate Medical September 2020 | 25.80 |
| 91884 | 12/04/2020 | Sprague Pest Solutions Inc | Pest Control - 528 S. Blakeley | 92.91 |
| Total for Fund:001 General Fund | | | | 134,239.27 |
| Fund: 317 Parks CIP Fund | | | | |
| 91878 | 12/04/2020 | Moore Iacofano Goltsman, Inc | PROS Plan Update Services MIG Professional Services for Oc | 7,332.70 |
| Total for Fund:317 Parks CIP Fund | | | | 7,332.70 |
| Fund: 318 Streets CIP Fund | | | | |
| 91881 | 12/04/2020 | PH Consulting LLC | Quiet Zone Feasibility Study Oct 2020 - PH Consulting | 8,307.00 |
| Total for Fund:318 Streets CIP Fund | | | | 8,307.00 |
| Fund: 411 Water Maintenance & Operations | | | | |
| 91879 | 12/04/2020 | Mt Index Tree Service | Tree Removal - 221st Cottonwood | 997.36 |
| 91880 | 12/04/2020 | NI Government Services Inc | satellite phone | 18.43 |
| Total for Fund:411 Water Maintenance & Operations | | | | 1,015.79 |

| Check# | Check Date | Payable To | Purpose | Amount |
|--|------------|------------------------------------|---|------------|
| Fund: 421 Sewer Maintenance & Operations | | | | |
| 91876 | 12/04/2020 | Mainvue Homes | Refund Permit Fees - MainVue WA LLC | 548.66 |
| 91880 | 12/04/2020 | NI Government Services Inc | satellite phone | 18.44 |
| 91882 | 12/04/2020 | Puget Sound Clean Air Agency | Air Permit 2021 Registration Fees | 1,150.00 |
| | | | Total for Fund:421 Sewer Maintenance & Operations | 1,717.10 |
| Fund: 431 Stormwater Maint & Operations | | | | |
| 91871 | 12/04/2020 | AAA Monroe Rock Corp. | Sweep Trip | 1,067.70 |
| 91880 | 12/04/2020 | NI Government Services Inc | satellite phone | 18.43 |
| | | | Total for Fund:431 Stormwater Maint & Operations | 1,086.13 |
| Fund: 510 Information & Tech Services | | | | |
| 91874 | 12/04/2020 | Graybar Electric Co Inc | LC/LC DPLX M/MODE | 52.99 |
| | | | Total for Fund:510 Information & Tech Services | 52.99 |
| Fund: 520 Equipment & Fleet Management | | | | |
| 91885 | 12/04/2020 | Systems for Public Safety Inc | Vehicle Maintenance | 346.19 |
| | | | Total for Fund:520 Equipment & Fleet Management | 346.19 |
| Fund: 530 Facilities Management | | | | |
| 91871 | 12/04/2020 | AAA Monroe Rock Corp. | Job 20-01 PD Locker Room | 13.27 |
| 91872 | 12/04/2020 | Commercial Industrial Roofing, Inc | PD roof Leak Inspection | 2,951.10 |
| 91884 | 12/04/2020 | Sprague Pest Solutions Inc | Pest Control | 161.36 |
| | | | Total for Fund:530 Facilities Management | 3,125.73 |
| Fund: 631 Agency Fund | | | | |
| 91875 | 12/04/2020 | Hanson Homes | 15831 Currie RD - #PLPRD2016-03 Hanson Homes | 2,475.00 |
| | | | Total for Fund:631 Agency Fund | 2,475.00 |
| Fund: 636 School Mitigation Fees | | | | |
| 91877 | 12/04/2020 | Monroe School District | School Mitigation fees 11/4/20 - 11/17/2020 | 3,956.00 |
| | | | Total for Fund:636 School Mitigation Fees | 3,956.00 |
| | | | Grand Total | 163,653.90 |

ROUTING SLIP - CHECK APPROVAL

1/12/2021

ROUTED:

FINANCE DIRECTOR
CITY ADMINISTRATOR
MAYOR

CLAIMS:

| | | | |
|-------|-------------------|----------------------|-------------------------------------|
| Date: | <u>12/23/2020</u> | \$ <u>224,810.00</u> | <u>Check Numbers</u> 91959-91986 |
|-------|-------------------|----------------------|-------------------------------------|

Check Total: 224,810.00

| | | | |
|-------|-------------------|----------------------|-----|
| Date: | <u>12/18/2020</u> | \$ <u>25,397.47</u> | ACH |
| Date: | <u>12/18/2020</u> | \$ <u>35,323.25</u> | PUD |
| Date: | <u>12/21/2020</u> | \$ <u>112,696.00</u> | ACH |
| Date: | <u>12/21/2020</u> | \$ <u>54,626.39</u> | B&O |
| Date: | <u>12/23/2020</u> | \$ <u>121,364.43</u> | ACH |

Electronic Total: 349,407.54

Total Claims This Period: 574,217.54

APPROVED FOR PAYMENT: AUDIT COMMITTEE

Signed _____ Date: _____
City Councilperson

Signed _____ Date: _____
City Councilperson

Bank Reconciliation

Checks by Date

User: Cheri
 Printed: 12/23/2020 - 12:16PM
 Cleared and Not Cleared Checks



| Check No | Check Date | Name | Comment | Module Clear Date | Amount |
|----------|------------|-------------------------------------|---------|-------------------|-----------|
| 91959 | 12/23/2020 | Ballinger Commercial Property | AP | | 200.00 |
| 91960 | 12/23/2020 | John C. and Shelley J. Burch | AP | | 240.00 |
| 91961 | 12/23/2020 | Columbia Ford Inc | AP | | 88,833.80 |
| 91962 | 12/23/2020 | Cues Inc | AP | | 29.60 |
| 91963 | 12/23/2020 | DataQuest LLC | AP | | 48.00 |
| 91964 | 12/23/2020 | Dimensional Communications Inc | AP | | 181.44 |
| 91965 | 12/23/2020 | Ronald Farstad | AP | | 252.00 |
| 91966 | 12/23/2020 | FirsTwo, Inc. | AP | | 2,623.20 |
| 91967 | 12/23/2020 | Food Rescue of Sky Valley | AP | | 2,500.00 |
| 91968 | 12/23/2020 | Galls LLC | AP | | 3,125.98 |
| 91969 | 12/23/2020 | Hanson Homes | AP | | 3,000.00 |
| 91970 | 12/23/2020 | HealthEquity Employer Services | AP | | 20.65 |
| 91971 | 12/23/2020 | Micro Precision Calibration Inc | AP | | 340.00 |
| 91972 | 12/23/2020 | Monroe Chamber of Commerce | AP | | 15,667.84 |
| 91973 | 12/23/2020 | Monroe School District | AP | | 15,824.00 |
| 91974 | 12/23/2020 | Pacific Air Control Inc | AP | | 1,982.43 |
| 91975 | 12/23/2020 | Platt Electric Supply | AP | | 68.23 |
| 91976 | 12/23/2020 | Prestige Worldwide Technologies LLC | AP | | 12,979.37 |
| 91977 | 12/23/2020 | Puget Sound Energy | AP | | 1,620.38 |
| 91978 | 12/23/2020 | Ricoh, USA | AP | | 145.69 |
| 91979 | 12/23/2020 | Rotary Club of Monroe | AP | | 200.00 |
| 91980 | 12/23/2020 | Sky Northwest Inc. | AP | | 2,762.00 |
| 91981 | 12/23/2020 | Snohomish County Human Services Dep | AP | | 1,450.07 |
| 91982 | 12/23/2020 | Snohomish County Sheriff's Office | AP | | 161.56 |
| 91983 | 12/23/2020 | Snohomish County Sheriffs Office | AP | | 28,458.62 |
| 91984 | 12/23/2020 | Spanish Hills Wellness Suites | AP | | 28,520.00 |
| 91985 | 12/23/2020 | Tenelco Inc. | AP | | 13,527.14 |
| 91986 | 12/23/2020 | US Bank NA-Custody Treasury Div-Mor | AP | | 48.00 |

Total Check Count: 28

Total Check Amount: 224,810.00

Bank Reconciliation

Checks by Date

User: Cheri
 Printed: 12/23/2020 - 12:09PM
 Cleared and Not Cleared Checks



| Check No | Check Date | Name | Comment | Module Clear Date | Amount |
|----------|------------|--|---------|-------------------|------------|
| 0 | 12/18/2020 | PUD | AP | 12/18/2020 | 35,323.25 |
| 0 | 12/18/2020 | Bill Abell | AP | 12/18/2020 | 1,198.36 |
| 0 | 12/18/2020 | Lowe's Home Centers Inc | AP | 12/18/2020 | 3,364.31 |
| 0 | 12/18/2020 | Ogden Murphy Wallace PLLC | AP | 12/18/2020 | 20,834.80 |
| 0 | 12/21/2020 | Washington State Department of Revenue | AP | 12/21/2020 | 54,626.39 |
| 0 | 12/21/2020 | Monroe Chamber of Commerce | AP | 12/21/2020 | 112,696.00 |
| 0 | 12/23/2020 | Ferguson Enterprises Inc | AP | 12/23/2020 | 7,854.84 |
| 0 | 12/23/2020 | H.B. Jaeger Company LLC | AP | 12/23/2020 | 3,176.90 |
| 0 | 12/23/2020 | ISOsource | AP | 12/23/2020 | 4,712.99 |
| 0 | 12/23/2020 | Kennedy/Jenks Consultants, Inc | AP | 12/23/2020 | 77,474.70 |
| 0 | 12/23/2020 | Lakeside Industries Inc | AP | 12/23/2020 | 908.28 |
| 0 | 12/23/2020 | Perteet Inc | AP | 12/23/2020 | 1,407.97 |
| 0 | 12/23/2020 | Ricoh USA Inc | AP | 12/23/2020 | 2,275.41 |
| 0 | 12/23/2020 | Universal Field Services Inc | AP | 12/23/2020 | 9,553.34 |
| 0 | 12/23/2020 | Zachor & Thomas Inc. P.S. | AP | 12/23/2020 | 14,000.00 |

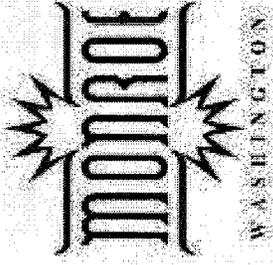
Total Check Count: 15

Total Check Amount: 349,407.54

Bank Reconciliation

Disbursement Detail

User: Cheri
 Printed: 12/23/2020 - 12:18PM
 Date Range: 12/18/2020 - 12/23/2020
 Systems: 'Accounts Payable'



| Check# | Check Date | Payable To | Purpose | Amount |
|---------------------------------|------------|--|--|------------|
| Fund: 001 General Fund | | | | |
| 0 | 12/18/2020 | Lowe's Home Centers Inc | October Lowes Invoices | 494.77 |
| 0 | 12/21/2020 | Monroe Chamber of Commerce | County Partnership Grant - Monroe Chamber Commerce | 112,696.00 |
| 0 | 12/18/2020 | Ogden Murphy Wallace PLLC | Professional Service November 2020 | 20,834.80 |
| 0 | 12/23/2020 | Zachor & Thomas Inc. P.S. | Pros. Attorney fees December 2020 - Zachor | 14,000.00 |
| 0 | 12/18/2020 | Bill Abell | W Abell supplemental insurance | 1,198.36 |
| 0 | 12/21/2020 | Washington State Department of Revenue | November 2020 B&O | 13.67 |
| 91963 | 12/23/2020 | DataQuest LLC | Background check - Ted Corey | 48.00 |
| 91965 | 12/23/2020 | Ronald Farstad | community Outreach Housing | 252.00 |
| 91966 | 12/23/2020 | FirsTwo, Inc. | License Training | 2,623.20 |
| 91967 | 12/23/2020 | Food Rescue of Sky Valley | Grant Relief Payment - Food Rescue Sky Valley | 2,500.00 |
| 91968 | 12/23/2020 | Galls LLC | Radio Ear Phone Connection | 3,125.98 |
| 91970 | 12/23/2020 | HealthEquity Employer Services | HSA monthly payment | 20.65 |
| 91979 | 12/23/2020 | Rotary Club of Monroe | 2nd QTR dues - Jeff Jolley | 200.00 |
| 91981 | 12/23/2020 | Snohomish County Human Services | Dep HSALC017 3rd QTR 2020 Liquor Board | 1,450.07 |
| 91982 | 12/23/2020 | Snohomish County Sheriff's Office | Medical billing - October 2020 | 161.56 |
| 91983 | 12/23/2020 | Snohomish County Sheriff's Office | Jail Fees - November2020 | 28,458.62 |
| 91984 | 12/23/2020 | Spanish Hills Wellness Suites | Mark Wakefield Room and Board | 28,520.00 |
| 91986 | 12/23/2020 | US Bank NA-Custody Treasury Div-Mo | custody charges-monthly maint | 48.00 |
| Total for Fund:001 General Fund | | | | 216,645.68 |
| Fund: 105 Streets | | | | |
| 0 | 12/18/2020 | Lowe's Home Centers Inc | October Lowes Invoices | 5.69 |
| 0 | 12/23/2020 | Lakeside Industries Inc | EZ Street Pallet | 908.28 |
| 0 | 12/21/2020 | Washington State Department of Revenue | November 2020 B&O | 50.75 |
| 91975 | 12/23/2020 | Platt Electric Supply | Lights, covers and battery | 68.23 |
| Total for Fund:105 Streets | | | | 1,032.95 |
| Fund: 109 Tourism | | | | |
| 91972 | 12/23/2020 | Monroe Chamber of Commerce | VIC September | 15,667.84 |
| Total for Fund:109 Tourism | | | | 15,667.84 |

| Check# | Check Date | Payable To | Purpose | Amount |
|--|------------------|--|---|-----------|
| Fund: 317 Parks CIP Fund | | | | |
| | 0 12/23/2020 | Pertect Inc | Lake Tye All Weather Field - Pertect | 1,407.97 |
| | | | Total for Fund:317 Parks CIP Fund | 1,407.97 |
| Fund: 318 Streets CIP Fund | | | | |
| | 0 12/23/2020 | Universal Field Services Inc | Chain Lk Phase 2a - Universal Field Services | 9,553.34 |
| | 91959 12/23/2020 | Ballinger Commercial Property | Chain Lk Rd Phae 2a - Ballinger Commercial Properties | 200.00 |
| | 91960 12/23/2020 | John C. and Shelley J. Burch | Chain Lk Rd 2a - Burch | 240.00 |
| | | | Total for Fund:318 Streets CIP Fund | 9,993.34 |
| Fund: 411 Water Maintenance & Operations | | | | |
| | 0 12/18/2020 | Lowe's Home Centers Inc | October Lowes Invoices | 70.76 |
| | 0 12/23/2020 | Ferguson Enterprises Inc | Meters | 7,854.84 |
| | 0 12/23/2020 | H.B. Jaeger Company LLC | Supplies | 3,176.90 |
| | 0 12/21/2020 | Washington State Department of Revenue | November 2020 B&O | 24,269.69 |
| | | | Total for Fund:411 Water Maintenance & Operations | 35,372.19 |
| Fund: 412 Water Capital Projects | | | | |
| | 91976 12/23/2020 | Prestige Worldwide Technologies LLC | Rainier View Rd PRV - Prestige Worldwide Tech. | 12,979.37 |
| | | | Total for Fund:412 Water Capital Projects | 12,979.37 |
| Fund: 421 Sewer Maintenance & Operations | | | | |
| | 0 12/18/2020 | Lowe's Home Centers Inc | October Lowes Invoices | 1,357.37 |
| | 0 12/21/2020 | Washington State Department of Revenue | November 2020 B&O | 27,462.03 |
| | 91962 12/23/2020 | Cues Inc | Supplies | 29.60 |
| | 91971 12/23/2020 | Micro Precision Calibration Inc | Lab Calibration | 340.00 |
| | 91985 12/23/2020 | Tenelco Inc. | Biosolids | 13,527.14 |
| | | | Total for Fund:421 Sewer Maintenance & Operations | 42,716.14 |
| Fund: 422 Sewer Capital Projects | | | | |
| | 0 12/23/2020 | Kennedy/Jenks Consultants, Inc | WWTP CIP 1 Design - Kennedy/Jenks | 77,474.70 |
| | | | Total for Fund:422 Sewer Capital Projects | 77,474.70 |
| Fund: 431 Stormwater Maint & Operations | | | | |
| | 0 12/18/2020 | Lowe's Home Centers Inc | October Lowes Invoices | 36.48 |
| | 0 12/21/2020 | Washington State Department of Revenue | November 2020 B&O | 2,815.37 |
| | | | Total for Fund:431 Stormwater Maint & Operations | 2,851.85 |

| Check# | Check Date | Payable To | Purpose | Amount |
|---|------------|--|--|------------|
| Fund: 510 Information & Tech Services | | | | |
| 0 | 12/23/2020 | ISOsource | Billable services 12/1/20-12/15/20 | 4,712.99 |
| 0 | 12/23/2020 | Ricoh USA Inc | PW Ricoh copier lease MPC3502 | 2,275.41 |
| 91964 | 12/23/2020 | Dimensional Communications Inc | Mic - Council Chambers | 181.44 |
| 91978 | 12/23/2020 | Ricoh, USA | Printer - PD | 145.69 |
| Total for Fund:510 Information & Tech Services | | | | 7,315.53 |
| Fund: 520 Equipment & Fleet Management | | | | |
| 0 | 12/18/2020 | Lowe's Home Centers Inc | October Lowes Invoices | 65.47 |
| 91961 | 12/23/2020 | Columbia Ford Inc | 2020 Ford Police AWD #P102 | 88,833.80 |
| Total for Fund:520 Equipment & Fleet Management | | | | 88,899.27 |
| Fund: 530 Facilities Management | | | | |
| 0 | 12/18/2020 | Lowe's Home Centers Inc | October Lowes Invoices | 1,333.77 |
| 0 | 12/18/2020 | PUD | 855 Village Way | 35,323.25 |
| 91974 | 12/23/2020 | Pacific Air Control Inc | First Qtr 1/1/21-3/31/21 | 1,982.43 |
| 91977 | 12/23/2020 | Puget Sound Energy | PPSE 769 Village Way #Facility | 1,620.38 |
| Total for Fund:530 Facilities Management | | | | 40,259.83 |
| Fund: 631 Agency Fund | | | | |
| 0 | 12/21/2020 | Washington State Department of Revenue | November 2020 B&O | 14.88 |
| 91969 | 12/23/2020 | Hanson Homes | Maintenance Bond 15532 182nd Ave SE - Hanson Homes | 3,000.00 |
| 91980 | 12/23/2020 | Sky Northwest Inc. | Release retainage Boys&Girls Club - Sky Northwest | 2,762.00 |
| Total for Fund:631 Agency Fund | | | | 5,776.88 |
| Fund: 636 School Mitigation Fees | | | | |
| 91973 | 12/23/2020 | Monroe School District | School Mitigation fees 12/2 - 12/15 | 15,824.00 |
| Total for Fund:636 School Mitigation Fees | | | | 15,824.00 |
| Grand Total | | | | 574,217.54 |

ROUTING SLIP - CHECK APPROVAL

1/12/2021

ROUTED:

FINANCE DIRECTOR
CITY ADMINISTRATOR
MAYOR

CLAIMS:

| | | | <u>Check Numbers</u> |
|-------|-------------------|--------------|----------------------|
| Date: | <u>12/29/2020</u> | \$ 21,108.10 | 91987-91998 |

Check Total: 21,108.10

| | | | |
|-------|-------------------|---------------|-----|
| Date: | <u>12/24/2020</u> | \$ 3,325.82 | ACH |
| Date: | <u>12/29/2020</u> | \$ 166,358.83 | ACH |

Electronic Total: 169,684.65

Total Claims This Period: 190,792.75

APPROVED FOR PAYMENT: AUDIT COMMITTEE

Signed _____ Date: _____
City Councilperson

Signed _____ Date: _____
City Councilperson

Bank Reconciliation

Checks by Date

User: Cheri
Printed: 12/30/2020 - 12:01PM
Cleared and Not Cleared Checks



| Check No | Check Date | Name | Comment | Module Clear Date | Amount |
|----------|------------|----------------------------|---------|-------------------|-----------|
| 91987 | 12/29/2020 | Jasen or Bobbie Dunn | AP | | 150.00 |
| 91988 | 12/29/2020 | East Jordan Iron Works INC | AP | | 19,491.82 |
| 91989 | 12/29/2020 | Ilya & Yuliya Gashin | AP | | 3.65 |
| 91990 | 12/29/2020 | Dean or Danica Hatch | AP | | 596.26 |
| 91991 | 12/29/2020 | Denise Johns | AP | | 3.74 |
| 91992 | 12/29/2020 | Lawson Products Inc | AP | | 130.82 |
| 91993 | 12/29/2020 | Carl Liebelt | AP | | 109.09 |
| 91994 | 12/29/2020 | Peter McClellan | AP | | 43.69 |
| 91995 | 12/29/2020 | Partsmaster Division | AP | | 92.89 |
| 91996 | 12/29/2020 | PNCWA-Northwest Section | AP | | 70.00 |
| 91997 | 12/29/2020 | PVP Communications | AP | | 216.14 |
| 91998 | 12/29/2020 | Snohomish County Cities | AP | | 200.00 |

Total Check Count: 12

Total Check Amount: 21,108.10

Bank Reconciliation

Checks by Date

User: Cheri
Printed: 12/30/2020 - 12:05PM
Cleared and Not Cleared Checks



| Check No | Check Date | Name | Comment | Module Clear Date | Amount |
|----------|------------|------------------------------------|---------|-------------------|------------|
| 0 | 12/24/2020 | Lowe's Home Centers Inc | AP | 12/24/2020 | 3,325.82 |
| 0 | 12/29/2020 | Aerzen USA Corporation | AP | 12/29/2020 | 1,244.22 |
| 0 | 12/29/2020 | AmTest Inc. | AP | 12/29/2020 | 109.25 |
| 0 | 12/29/2020 | City of Everett- Everett Utilities | AP | 12/29/2020 | 145,347.16 |
| 0 | 12/29/2020 | Cues Inc | AP | 12/29/2020 | 29.60 |
| 0 | 12/29/2020 | Ferguson Enterprises Inc | AP | 12/29/2020 | 7,854.84 |
| 0 | 12/29/2020 | H.B. Jaeger Company LLC | AP | 12/29/2020 | 2,522.61 |
| 0 | 12/29/2020 | Inland Environmental Resources Inc | AP | 12/29/2020 | 9,251.15 |

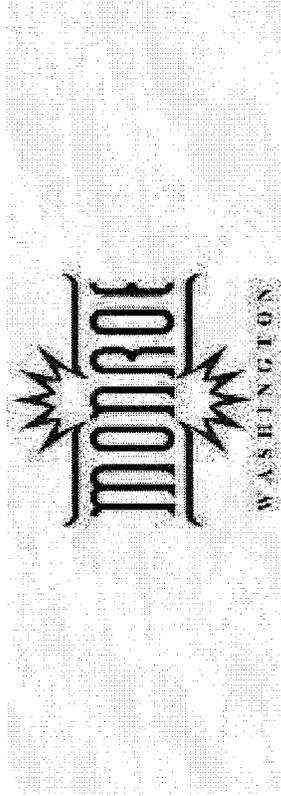
Total Check Count: 8

Total Check Amount: 169,684.65

Bank Reconciliation

Disbursement Detail

User: Cheri
 Printed: 12/30/2020 - 12:09PM
 Date Range: 12/24/2020 - 12/29/2020
 Systems: 'Accounts Payable'



| Check# | Check Date | Payable To | Purpose | Amount |
|---|------------|------------------------------------|-------------------------------|------------|
| Fund: 001 General Fund | | | | |
| 0 | 12/24/2020 | Lowe's Home Centers Inc | November 2020 Lowes Invoices | 711.16 |
| 91997 | 12/29/2020 | PVP Communications | Radio connector | 216.14 |
| 91998 | 12/29/2020 | Snohomish County Cities | SCC Annual Dues - Annual Dues | 200.00 |
| Total for Fund:001 General Fund | | | | 1,127.30 |
| Fund: 105 Streets | | | | |
| 0 | 12/24/2020 | Lowe's Home Centers Inc | November 2020 Lowes Invoices | 124.65 |
| Total for Fund:105 Streets | | | | 124.65 |
| Fund: 411 Water Maintenance & Operations | | | | |
| 0 | 12/24/2020 | Lowe's Home Centers Inc | November 2020 Lowes Invoices | 60.60 |
| 0 | 12/29/2020 | Ferguson Enterprises Inc | Meters | 7,854.84 |
| 0 | 12/29/2020 | H.B. Jaeger Company LLC | Couplings | 2,522.61 |
| 0 | 12/29/2020 | City of Everett- Everett Utilities | water purchased for resale | 145,347.16 |
| 91987 | 12/29/2020 | Jasen or Bobbie Dunn | Refund Check | 96.62 |
| 91989 | 12/29/2020 | Ilya & Yuliya Gashin | Refund Check | 3.12 |
| 91990 | 12/29/2020 | Dean or Danica Hatch | Refund Check | 596.26 |
| 91991 | 12/29/2020 | Denise Johns | Refund Check | 3.74 |
| 91993 | 12/29/2020 | Carl Liebelt | Refund Check | 20.79 |
| 91994 | 12/29/2020 | Peter McClellan | Refund Check | 43.69 |
| Total for Fund:411 Water Maintenance & Operations | | | | 156,549.43 |

| Check# | Check Date | Payable To | Purpose | Amount |
|--|------------------|------------------------------------|--|------------|
| Fund: 421 Sewer Maintenance & Operations | | | | |
| | 0 12/24/2020 | Lowes Home Centers Inc | November 2020 Lowes Invoices | 253.81 |
| | 0 12/29/2020 | Aerzen USA Corporation | Filters and oil | 1,244.22 |
| | 0 12/29/2020 | AmFest Inc. | Testing | 109.25 |
| | 0 12/29/2020 | Cues Inc | Camera Assembly | 29.60 |
| | 0 12/29/2020 | Inland Environmental Resources Inc | Magnesium Hydroxide 42,320 # | 9,251.15 |
| | 91988 12/29/2020 | East Jordan Iron Works INC | Supplies | 19,491.82 |
| | 91993 12/29/2020 | Carl Liebelt | Refund Check | 76.79 |
| | 91995 12/29/2020 | Partsmaster Division | supplies | 92.89 |
| | 91996 12/29/2020 | PNCWA-Northwest Section | Dues for Agudelo, Davis, Lande, Oesch, Sheppard, Hankinson | 70.00 |
| | | | Total for Fund:421 Sewer Maintenance & Operations | 30,619.53 |
| Fund: 431 Stormwater Maint & Operations | | | | |
| | 91987 12/29/2020 | Jasen or Bobbie Dunn | Refund Check | 53.38 |
| | 91989 12/29/2020 | Ilya & Yuliya Gashin | Refund Check | 0.53 |
| | 91993 12/29/2020 | Carl Liebelt | Refund Check | 11.51 |
| | | | Total for Fund:431 Stormwater Maint & Operations | 65.42 |
| Fund: 520 Equipment & Fleet Management | | | | |
| | 0 12/24/2020 | Lowes Home Centers Inc | November 2020 Lowes Invoices | 538.11 |
| | | | Total for Fund:520 Equipment & Fleet Management | 538.11 |
| Fund: 530 Facilities Management | | | | |
| | 0 12/24/2020 | Lowes Home Centers Inc | November 2020 Lowes Invoices 20-01 | 1,637.49 |
| | 91992 12/29/2020 | Lawson Products Inc | facilities shop supplies | 130.82 |
| | | | Total for Fund:530 Facilities Management | 1,768.31 |
| | | | Grand Total | 190,792.75 |



AGENDA BILL

Meeting Date: January 12, 2021

Staff Contact: Becky Hasart, Finance
Director/Interim City Clerk

Department: Finance

SUBJECT: November Payroll Warrant Approval

REQUESTED ACTION:

Move to approve the November payroll through approval of the consent agenda.

FISCAL IMPACTS:

November payroll total is \$1,426,083.81

ATTACHMENTS:

[AAA FORM PAYROLL WARR APPROVAL 12-7-20](#)

PAYROLL WARRANT APPROVAL

MONTH OF PAYROLL: 11/1/2020

The following checks are approved for payment:

Date of Issue: 12/7/2020

Voided

Check #'s From: 36425 **To:** 36452

Direct Deposit \$631,821.08
ACH AP Payments \$202,941.68

Total Monthly Payroll \$1,426,083.81

H S A Funding: \$0.00

WARRANT APPROVAL:

I, the undersigned, do hereby certify under the penalty of perjury, that the Payroll Checks are just, due and unpaid obligations against the City of Monroe, and that I am authorized to certify said claims in the amount of \$1,426,083.81 *on* 12/7/2020

Signed: _____
Mayor or Designee

Dated: _____



AGENDA BILL

Meeting Date: January 12, 2021

Staff Contact: Becky Hasart, Finance
Director/Interim City Clerk

Department: Clerk

SUBJECT: Approval of Council Meeting Minutes for the meetings of 11/10/2020, 11/17/2020, 12/01/2020, and 12/08/2020.

REQUESTED ACTION:

Move to approve the meeting minutes for the meetings of November 10, 2020, November 17, 2020, December 1, 2020, and December 8, 2020 through approval of the consent agenda.

ATTACHMENTS:

[MCC Minutes 11-10-2020](#)

[MCC Minutes 11-17-2020](#)

[MCC Minutes 12-01-2020](#)

[MCC Minutes 12-08-2020](#)



MONROE CITY COUNCIL
Regular Business Meeting
Tuesday, November 10, 2020, 7:00 P.M.
Zoom Online Meeting Platform

Mayor
Geoffrey Thomas

Councilmembers
*Ed Davis, Mayor Pro Tem;
Patsy Cudaback; Kevin Hanford;
Jason Gamble, Jeff Rasmussen;
Kirk Scarboro, & Heather Rousey*

MINUTES

CALL TO ORDER

The City Council meeting was held virtually via Zoom. Due to the COVID-19 pandemic, and Proclamation 20-28 issued by Governor Jay Inslee, in-person attendance is not permitted at this time.

Mayor Thomas called the meeting to order at 7:02 p.m.

ROLL CALL

Councilmembers present:

Davis, Cudaback, Hanford, Gamble (7:05 p.m.), Rasmussen, Scarboro, and Rousey

Staff present:

Hasart, Swanson, Feilberg, Haley, Warthan, Farrell, Criswell, Roberts, Restall, Peterson, Jolley, Huebner, Christian, Adams, and City Attorney Lell

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Hanford.

ANNOUNCEMENTS/PRESENTATIONS

1. AB20-187: 2019 State Audit Exit Conference

The 2019 audit exit conference was presented by Kristina Baylor and Ling Zhou with the Washington State Auditor's Office.

2. Proclamation: Police & Fire Appreciation Week (Mayor Thomas)

Mayor Thomas issued a Proclamation recognizing November 15-21 as Police & Fire Appreciation Week. Police Chief Jolley, and Fire Chief O'Brien accepted the Proclamation.

3. Proclamation: Veterans Day (Mayor Thomas)

Mayor Thomas issued a Proclamation recognizing November 11, 2020 as Veterans Day. Drew James from the local VFW spoke.

PUBLIC HEARING

1. AB20-188: Proposed Comprehensive Plan Amendment and Rezone of Memorial Stadium and Marshall Field

Principal Planner Shana Restall provided background information on AB20-188; noted prior Council and Planning Commission discussion; explained policy considerations; and reviewed alternative actions. Ms. Restall provided four additional documents to be included in the agenda materials. The online agenda was amended to include these; and can be found here:

<https://www.monroewa.gov/AgendaCenter/ViewFile/Agenda/11102020-962>

Mayor Thomas opened the public comment portion of the public hearing. The following people provided public testimony related to the proposed comprehensive plan amendment and rezone of Memorial Stadium and Marshall Field:

- Laura Brent
- Aisha Sial
- Drew James



MONROE CITY COUNCIL
Regular Business Meeting
Tuesday, November 10, 2020, 7:00 P.M.
Zoom Online Meeting Platform

Mayor
Geoffrey Thomas

Councilmembers
*Ed Davis, Mayor Pro Tem;
Patsy Cudaback; Kevin Hanford;
Jason Gamble, Jeff Rasmussen;
Kirk Scarboro, & Heather Rousey*

- Ashley Floyd
- Sarah Burrington
- Kyle Fisher
- Will Schlegal
- Hailey Lorati
- Wolfe
- Liz Nugent
- Bridgette Tuttle
- Jay Bull

Councilmember Cudaback moved to close the public testimony portion of the public hearing. Councilmember Gamble seconded. Motion passed 6-1-0. Rousey opposed.

Councilmember Cudaback moved to close the public hearing. Councilmember Gamble seconded. Motion passed 7-0.

Councilmember Gamble moved to direct staff to bring back an ordinance that would deny proposed amendment CPA 2018-01 and approve amendments 2020-01 and 2020-02 for first and final reading at the December 8, 2020 Council meeting. Councilmember Cudaback seconded. Motion passed 5-2-0. Councilmembers Hanford and Davis opposed.

2. AB20-189: Extending Interim Development Regulations in Chapter 22.90 MMC, Temporary Encampments

Principal Planner Shana Restall provided background information on AB20-189 and explained policy considerations.

Mayor Thomas opened the public comment portion of the public hearing. The following people provided public testimony related to the Interim Development Regulations:

- Bridgette Tuttle

Councilmember Cudaback moved to close the public testimony portion of the public hearing. Councilmember Gamble seconded. Motion passed 7-0.

Councilmember Cudaback moved to close the public hearing. Councilmember Gamble seconded. Motion passed 7-0.

Councilmember Cudaback moved to adopt Ordinance No. 022/2020 extending for an additional six month period interim development regulations originally adopted under Ordinance No. 005/2020; amending Chapter 22.90 MMC, Temporary Encampments, to update the City's provisions regulating temporary homeless encampments in order to reflect current state law; adopting findings; providing for severability; and establishing an effective date. Councilmember Scarboro seconded. Motion passed 7-0.

PUBLIC COMMENTS

There were no comments from the public.



MONROE CITY COUNCIL
Regular Business Meeting
Tuesday, November 10, 2020, 7:00 P.M.
Zoom Online Meeting Platform

Mayor
Geoffrey Thomas

Councilmembers
*Ed Davis, Mayor Pro Tem;
Patsy Cudaback; Kevin Hanford;
Jason Gamble, Jeff Rasmussen;
Kirk Scarboro, & Heather Rousey*

CONSENT AGENDA

1. Approval of the Minutes: October 6, 2020, Regular Study Session
2. Approval of the Minutes: October 13, 2020, Regular Business Meeting
3. Approval of AP Checks and ACH Payments
4. AB20-190: Authorize Mayor to Sign Amendment No. 1 with BHC for Blueberry Lane Infiltration, Civil and Structural Design Services (S. Peterson)
5. AB20-191: Ordinance No. 014/2020, 2021 Property Taxes, Final Reading (B. Hasart)
6. AB20-192: Ordinance No. 016/2020, Adopting the 2021-2026 Capital Facilities Plan; Final Reading (J. Roberts)

Councilmember Hanford moved to approve the consent agenda. Councilmember Davis seconded. Motion passed 7-0.

UNFINISHED BUSINESS

1. AB20-193: Ordinance No. 015/2020, Adopting the 2021 Budget, Final Reading

Ms. Hasart summarized actions to date. Councilmember Cudaback reiterated concerns regarding use of carryover fund balance, filling two empty police vacancies, the need for an IT position, and the court assessment.

Councilmember Hanford moved to approve Ordinance No. 015/2020 adopting the Budget for the Fiscal Year Ending December 31, 2021. Councilmember Davis seconded. Motion passed 6-1-0. Councilmember Cudaback opposed.

2. AB20-194: Ordinance No. 007/2020, Establishing New 2.06 MMC - Limited Commission Officers, Final Reading. Mr. Criswell presented.

Councilmember Hanford moved to accept for first reading of 2.06 MMC – Limited commission officers, Providing for Severability, and Establishing an Effective Date. Councilmember Rousey seconded. Motion passed 7-0.

3. AB20-195: Approval of Community Relief Grant 2nd Round Awards

The following Councilmembers recused themselves from discussion and vote for having some degree of interest in the grant recipient list: Cudaback, Rasmussen, and Gamble.

Mr. Huebner and Ms. Adams presented the agenda bill and recapped efforts to date.

Councilmember Hanford moved to approve the recommended Community Relief Grant awards and authorize the Mayor to execute the necessary agreements. Councilmember Davis seconded. Motion passed 4-0.

NEW BUSINESS

1. AB20-196: Ordinance No. 017/2020, Amending Monroe Municipal Code (MMC) Chapter 1.04, Code Enforcement, First Reading. Mr. Criswell presented.

Councilmember Hanford moved to accept for first reading Ordinance No. 017/2020, amending MMC Chapter 1.04 Code Enforcement; updating code enforcement policies and procedures; setting forth



MONROE CITY COUNCIL
Regular Business Meeting
Tuesday, November 10, 2020, 7:00 P.M.
Zoom Online Meeting Platform

Mayor
Geoffrey Thomas

Councilmembers
*Ed Davis, Mayor Pro Tem;
Patsy Cudaback; Kevin Hanford;
Jason Gamble, Jeff Rasmussen;
Kirk Scarboro, & Heather Rousey*

legislative findings; providing for severability; and establishing an effective date. Councilmember Davis seconded. Motion passed 7-0.

2. AB20-197: Ordinance No. 018/2020, Adopting the International Building Code, First Reading. Mr. Criswell presented.

Councilmember Hanford moved to accept for first reading Ordinance No. 018/2020, adopting the 2018 Editions of the International Building Code, providing for severability, and establishing an effective date. Councilmember Scarboro seconded. Motion passed 7-0.

STAFF/DEPARTMENT REPORTS

1. Parks & Recreation – Mr. Farrell noted the report included in agenda materials and responded to Councilmember Cudaback’s questions regarding DOT property.
2. Police Department – Chief Jolley noted the report included in the agenda materials.
3. Public Works – Mr. Roberts noted the report included in the agenda materials.

COUNCILMEMBER REPORTS

1. Transportation/Planning, Parks & Recreation, and Public Works (P3) Committee Meeting of October 27, 2020. Councilmember Rousey presented a recap of the P3 committee meeting and gave an update on the Snohomish County Steering Committee meeting and the Snohomish Health District meeting.

Councilmember Hanford gave an update on the Legislative Committee meeting and mentioned that an item regarding boards and commission action will be presented for first and final reading on December 8, 2020.

Councilmember Gamble gave an update on his work with the Economic Workforce Recovery Task Force.

At 9:56 p.m., Councilmember Hanford moved to extend the Council meeting past 10:00 pm. Councilmember Scarboro seconded. Motion passed 5-2. Councilmembers Gamble and Rasmussen opposed.

MAYOR/ADMINISTRATIVE REPORTS

1. City Administrator Update. Ms. Knight mentioned the extended agenda included in the packet materials. There was consensus among Council to cancel the January 5, 2021 meeting.
2. Mayor’s Update. Mayor Thomas updated about the Puget Sound Regional Council.

EXECUTIVE SESSION

1. To discuss the pricing of property pursuant to RCW 42.30.110(1)(c)
2. To discuss, with legal counsel, potential litigation pursuant to RCW 42.30.110(1)(i)

Mayor Thomas noted the need for an executive session and provided the following information:

The City Council will convene an executive session for the purpose of discussing the pricing of property pursuant to RCW 42.30.110(1)(c), and to discuss potential litigation with legal counsel pursuant to RCW



MONROE CITY COUNCIL

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42.30.110(1)(i) for 15 minutes. The Mayor will notify the Interim City Clerk (Ms. Hasart) by text message if the executive session has been extended; and the Interim City Clerk will notify the public. Council is anticipated to take action following the executive session. For purposes of the executive session, the Council will leave the current, publicly accessible Zoom meeting and will join a new Zoom meeting, the dial-in information for which has been separately provided to the Council Members.

The Council meeting was recessed to executive session at 10:01 p.m. for 15 minutes.

At 10:16 p.m. the executive session was extended to 10:25 p.m.

At 10:25 p.m. the executive session was extended to 10:30 p.m.

At 10:30 p.m. the executive session was extended to 10:32 p.m.

At 10:32 p.m. the executive session was extended to 10:34 p.m.

At 10:34 p.m. the executive session was extended to 10:36 p.m.

At 10:36 p.m. the executive session was extended to 10:38 p.m.

At 10:38 p.m. the executive session was extended to 10:40 p.m.

At 10:40 p.m. the executive session was extended to 10:42 p.m.

At 10:42 p.m. the executive session was extended to 10:44 p.m.

The executive session ended at 10:44 p.m.

The Council meeting reconvened to regular session at 10:45 p.m.

Mayor Thomas asked for the record to show that Councilmember Rasmussen had to leave during executive session due to technical difficulties.

ADJOURNMENT

There being no further business, Councilmember Gamble moved to adjourn the Council meeting. Councilmember Scarboro seconded. Motion passed 6-0.

MEETING ADJOURNED: 10:45 p.m.

Geoffrey Thomas, Mayor

Rabecca R. Hasart, Interim City Clerk



MONROE CITY COUNCIL
Regular Study Session & Business Meeting
Tuesday, November 17, 2020, 7:00 P.M.
Zoom Online Meeting Platform

Mayor
Geoffrey Thomas

Councilmembers
*Ed Davis, Mayor Pro Tem;
Patsy Cudaback; Kevin Hanford;
Jason Gamble, Jeff Rasmussen;
Kirk Scarboro, & Heather Rousey*

MINUTES

CALL TO ORDER

The City Council meeting was held virtually via Zoom. Due to the COVID-19 pandemic, and Proclamation 20-28 issued by Governor Jay Inslee, in-person attendance is not permitted at this time.

Mayor Thomas called the meeting to order at 7:00 pm

ROLL CALL

Councilmembers present: Davis, Cudaback, Hanford, Scarboro, Rousey, and Gamble.

Mayor Thomas noted the excused absence of Councilmember Rasmussen. No objections were noted.

Staff present: Knight, Pfister, Hasart, Huebner, Christian, and Roberts

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Davis.

ANNOUNCEMENTS/PRESENTATIONS

1. Snohomish Regional Fire and Rescue. Fire Chief Kevin O'Brien introduced Heather Chadwick, Public Information Officer. Both Chief O'Brien and Ms. Chadwick presented information regarding the fire district. (Presentation attached at the end of the minutes.)

PUBLIC COMMENTS

There were no public comments received.

FINAL ACTION

1. AB20-198: Waive Council Rules of Procedure, Business Meeting & Study Session Format. Mr. Huebner described the need for the waiver of the Council rules of procedure.

Councilmember Hanford moved to waive Council Rules of Procedure to allow final action to be taken at a study session and to hold a Business Meeting and Study Session on Tuesday, November 17, 2020. Councilmember Gamble seconded. Motion passed 6-0.

NEW BUSINESS

1. AB20-199: Approval of Revised Coronavirus Relief Funds/CARES Act Budget. Mr. Huebner presented an update on the CARES Act budget and summarized the agenda bill.

Councilmember Hanford moved to approve the Mayor's recommended Revised Coronavirus Relief Funds Full Program Budget as further amended verbally in this presentation, to authorize the Mayor to execute any contracts necessary to implement the budgeted items, and further authorize the Mayor to revise the budget through reallocation of up to \$15,000 between line items. Councilmember Davis seconded. Motion passed 6-0.



MONROE CITY COUNCIL
Regular Study Session & Business Meeting
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Councilmembers
*Ed Davis, Mayor Pro Tem;
Patsy Cudaback; Kevin Hanford;
Jason Gamble, Jeff Rasmussen;
Kirk Scarboro, & Heather Rousey*

STAFF/DEPARTMENT REPORTS

No reports were presented.

COUNCILMEMBER REPORTS

Councilmember Hanford wished everyone a Happy Thanksgiving next week.

Councilmember Davis also wished everyone a Happy Thanksgiving.

MAYOR/ADMINISTRATIVE REPORTS

1. City Administrator Update. Ms. Knight presented the extended agenda that was included in the agenda materials. It was clarified there is no Legislative Affairs Committee meeting on December 8, 2020. Ms. Knight also gave public kudos to the following staff: Mr. Gardner and the PW Engineering, Mr. Roberts, Ms. Hasart and Finance, Mr. Huebner, Mr. Swanson, Mr. Criswell, Mr. Bomar, Mr. Farrell, Mr. Warthan, and Mr. Christian.

Mayor Thomas also thanked Ms. Knight for all her work and guidance in keeping the City management together and keeping us on point. Mayor Thomas stated he feels we have the right team in place for the City. Councilmember Hanford also offered his thanks and mentioned he is very proud. Councilmember Cudaback also offered her thanks and feels Ms. Knight has really raised the bar. Councilmember Scarboro also offered his thanks. Councilmember Gamble also offered his thanks and mentioned his history with Ms. Knight and how he has always been impressed with her. She has not disappointed during her tenure in Monroe and we are lucky to have her.

Ms. Knight mentioned an email from Pastor Minnick and his request for an answer this evening. Councilmember Scarboro mentioned it will be discussed on December 8, 2020 and a response will be given then. There was no objections about the timeline from the other Council.

2. Mayor Thomas provided an update regarding his wreath laying on Veteran's Day. Wreath was provided by Monroe Floral. Mayor Thomas is working on issuing an executive order to allow restaurants to use the parking stalls adjacent to their premises for outdoor dining. He invited Mr. Huebner to update Council on the executive order. Councilmember Davis expressed his support. Councilmember Scarboro asked about the number of spaces that will be used and how that loss would affect other businesses on the street. Mayor Thomas responded regarding the impacts of the loss of parking and the efforts already made, in cooperation with the Monroe Chamber, to mitigate the loss. Councilmember Rousey expressed her appreciation of this order.

Mayor Thomas also invited Mr. Huebner to give an update, through a pie chart, of how the City has disbursed its CARES Act monies. Mayor Thomas emphasized that over two thirds of the money went directly to business and residents to assist them with COVID mitigation (pie chart attached).

DISCUSSION ITEMS

1. AB20-200: Options for Funding Construction of ECEAP Addition at Monroe Youth Activities Building. Mr. Roberts presented information regarding the history of this project and the current funding gap experienced by this project. Ms. Hasart shared information about the fiscal alternatives to the funding gap outlined in the agenda bill and highlighted the original intent for these alternatives. Councilmember Cudaback shared the discussion regarding this item that occurred during the Finance/Human Resources Committee. The committee's recommendation is to go to the Legislature to request the additional funding and to reach out to the Boys and Girls Club if needed but to not use City funding.



MONROE CITY COUNCIL
Regular Study Session & Business Meeting
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Both Councilmembers Scarboro and Gamble concurred. Mayor Thomas expressed his agreement with the committee recommendation. Councilmember Hanford concurs with the committee. Councilmember Rousey also agreed with the committee recommendation and is not interested in using City reserves. Councilmember Davis also agrees with the committee. Let's go back to the State and look for other options.

ADJOURNMENT

Councilmembers Cudaback and Gamble wished everyone a Happy Thanksgiving.

There being no further business, Councilmember Hanford moved to adjourn the meeting. Councilmember Davis seconded. Motion passed 6-0.

MEETING ADJOURNED: 8:19 p.m.

Geoffrey Thomas, Mayor

Rabecca R. Hasart, Interim City Clerk



Snohomish Regional Fire & Rescue

Kevin O'Brien - Fire Chief

Heather Chadwick - Public Information & Education Officer



We are your fire department

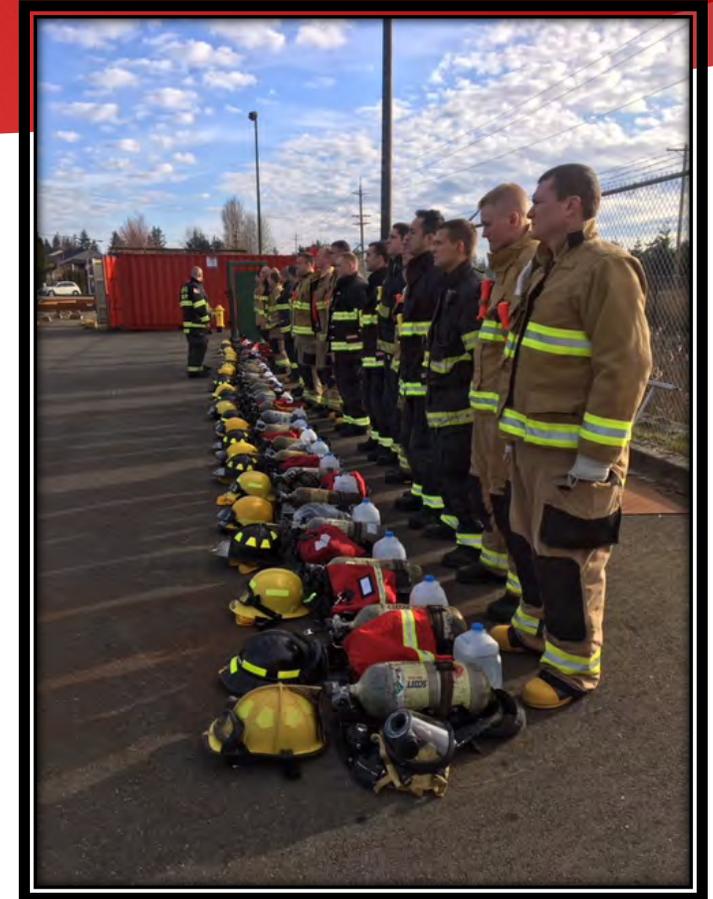
- ▶ Thank you for the opportunity to provide fire and life safety services to our community.
- ▶ We appreciate your support that has allowed us to build an advanced emergency response system within Snohomish County.
- ▶ January 1, 2020 Lake Stevens Fire merged with Snohomish County Fire District 7





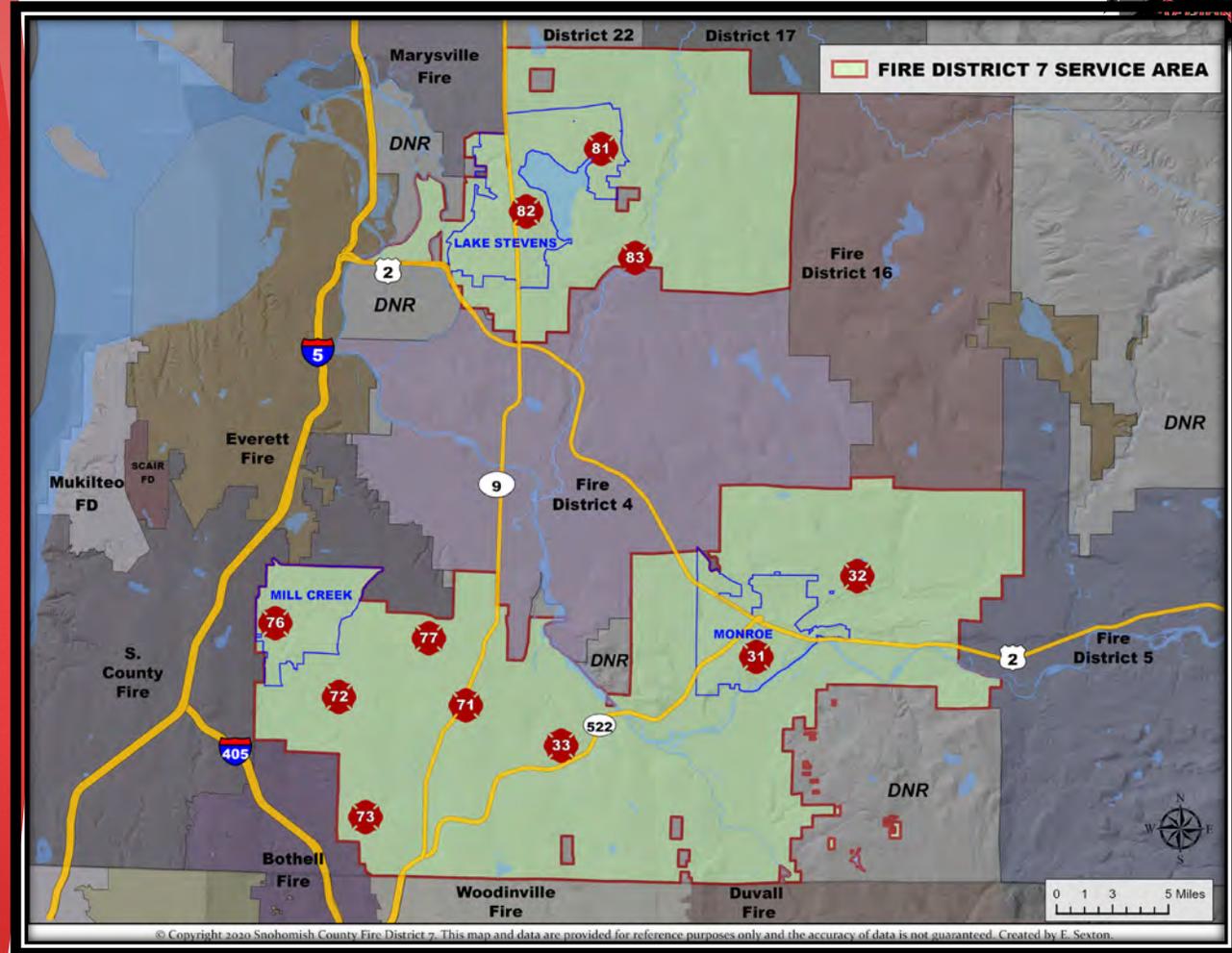
Transparent and accountable to our taxpayers

- ▶ We continue to operate under a balanced budget
 - ▶ We have had over 36 years of audits with no findings by the state
- ▶ All meetings are open to the public and accessible
 - ▶ Currently all meetings are being held online. Access information can be found on our website.





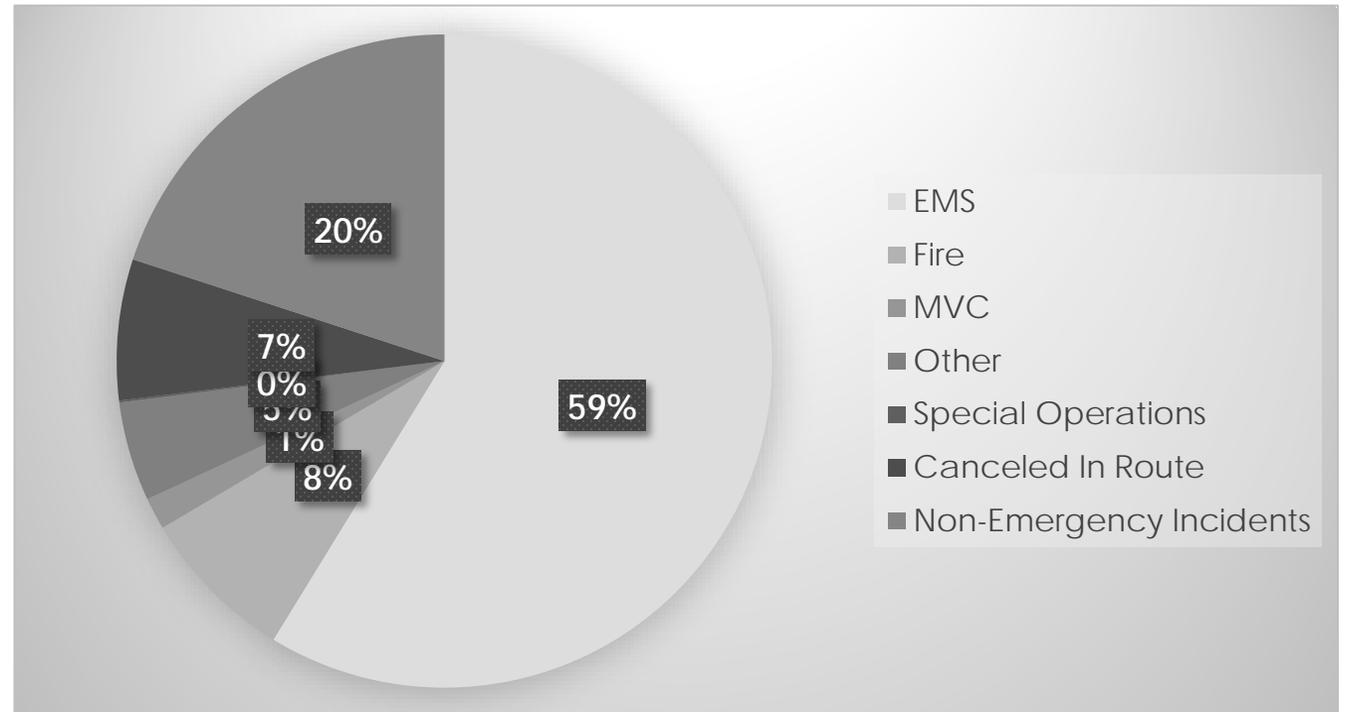
- ▶ Provide fire and life safety services to over 162,000 people over 140 square miles.
- ▶ Responded to 17,000+ emergency calls in 2019.
- ▶ Stations are strategically placed throughout the district for increased service.
- ▶ Almost 300 personnel to serve you in various capacities.





2020 Year to Date Data

- ▶ Total Incidents for Snohomish Regional Fire & Rescue = 13,873
- ▶ Total Incidents in the City of Monroe = 2,094



2019 Annual Report

- ▶ Overview of Fire District 7 prior to the merger with Lake Stevens Fire.
- ▶ Highlights:
 - ▶ Finance Operations
 - ▶ Average Response Times
 - ▶ Operations and Division year in review
- ▶ Can be read in detail on our website.

Snohomish County Fire District 7 2019 Annual report





Our services:

- ▶ Fire suppression and prevention
- ▶ Emergency Medical Service (EMS)
 - ▶ Advanced Life Support (ALS) and Basic Life Support (BLS)
- ▶ Ambulance transport
- ▶ Motor Vehicle Collision response
- ▶ Technical Rescue
- ▶ Water Rescue
- ▶ Hazardous Materials response
- ▶ Disaster management and preparedness
- ▶ Public education





Education

- 13 lessons developed to teach fire and life safety messages while linking to grade level learning standards.
- FREE – Lesson videos, instructor companions, worksheets, and enrichment materials are all online!

snofire7.org About Us Divisions Preparedness & Education Public Information Employment & Careers Login

Home Education Lessons

Next Scheduled
Resource Workshop
September 30, 2020
4:00 PM to 5:00 PM

SnoFire 7 Resource Workshop Registration

Instructor Survey

What Makes Our Curriculum Unique

- ✓ Introduction Resource Workshop Webinar

SCFD7 Intro Video
from Snohomish County Fire District 7

01:55 vimeo

- With the onset of the Coronavirus Pandemic, people have been challenged to rethink the way they do their jobs and live their lives. Upon hearing the news that all public education lessons and events would be canceled as a result of COVID-19, Fire District 7's Public Education Team chose to be innovative and create interactive lessons for educators to use to supplement their teaching.
- All of the lessons have been created using a three pronged approach. Each lesson:
 - Meets state teaching standards for students in 2nd - 5th grade.
 - Delivers a fire or life safety message.
 - Highlights the diverse roles of our firefighters and team members.
- Please take a moment to fill out the brief survey so we are able to better support our educators.

The Science of Fire Fire Engine Math Firefighter Chemistry! Mechanical Advantage



Connecting with our communities

- ▶ We are part of the communities that we serve.
- ▶ We partner with local organizations to help teach safety messages, be involved in civic events, and community parades.
- ▶ Connect with us on social media:
 - ▶ Facebook: @SnoRegionalFire
 - ▶ Twitter: @SnoRegionalFire
 - ▶ Instagram: @SnoRegionalFire
 - ▶ Nextdoor: Snohomish Regional Fire & Rescue

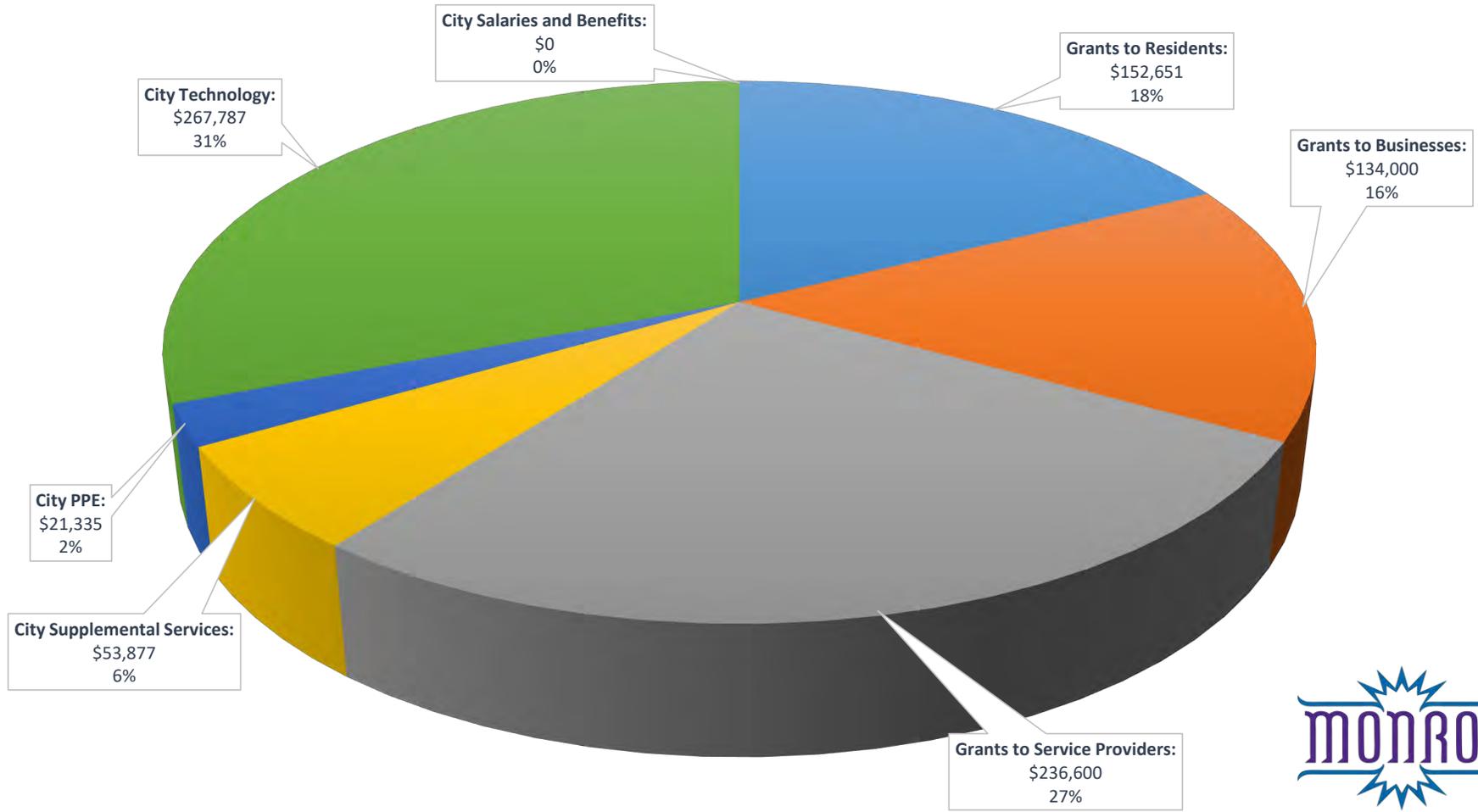




We are grateful for this opportunity speak to your group.

Thank you for allowing us to serve you and
helping make a safer community.

City of Monroe CARES Act Funds Usage Breakdown





MONROE CITY COUNCIL

Regular Study Session
Tuesday, December 1, 2020, 7:00 P.M.
Zoom Online Meeting Platform

Mayor
Geoffrey Thomas

Councilmembers
*Ed Davis, Mayor Pro Tem;
Patsy Cudaback; Kevin Hanford;
Jason Gamble, Jeff Rasmussen;
Kirk Scarboro, & Heather Rousey*

MINUTES

CALL TO ORDER

The City Council meeting was held virtually via Zoom. Due to the COVID-19 pandemic, and Proclamation 20-28 issued by Governor Jay Inslee, in-person attendance is not permitted at this time.

Mayor Thomas called the meeting to order at 7:00 p.m.

ROLL CALL

Councilmembers present: Scarboro, Rousey, Rasmussen, Gamble, Davis, Cudaback (7:02 p.m.), and Hanford (7:09 p.m.)

Staff present: Knight, Hasart, Irving, Huebner, Christian, Warthan, Pfister, and Consultant J. Palmer.

PLEDGE OF ALLEGIANCE

Pledge of Allegiance was led by Councilmember Rousey.

PUBLIC COMMENTS

Mr. Edelbrock, 18543 Cascade View Drive, is currently zoned tourist/commercial. Would like consideration to be rezoned back to light industrial.

STAFF/DEPARTMENT REPORTS

There were no reports presented.

COUNCILMEMBER REPORTS

Councilmember Rousey report that the Santa Claus parade was nice and mentioned a citizen let her know how pleased they were with the Police Department.

MAYOR/ADMINISTRATIVE REPORTS

Ms. Knight referred to the extended agenda as presented in the agenda materials. Councilmember Hanford, Legislative Affairs Committee Chair, cancelled the January 12, 2021 meeting. There was no Council objection.

Ms. Knight mentioned the November 30th deadline for the City's CARES Act money. All money was distributed. Ms. Knight welcomed Mr. Corey as building inspector and mentioned that backgrounds were currently underway for payroll clerk and public works maintenance positions. COVID vaccine distribution planning has started. Councilmember Cudaback asked about dates regarding vaccines. Information will be presented at the next meeting during the Evergreen Health presentation.

Mayor Thomas mentioned groundbreaking for Lake Tye Ballfields on December 17, 2020. County Councilmember Sam Lowe, Councilmember Gamble, and a Little League representative will be present. Group must remain small due to COVID restrictions. This item will also be livestreamed on Facebook. Councilmember Gamble mentioned he will be out of town that week and cannot attend.

Mayor Thomas mentioned an ordinance from the City of Mossyrock was brought to his attention regarding allowing businesses to operate despite state limitations. The Mayor's experience is that we cannot do something like this, but we are doing a lot to help our local businesses to navigate through the COVID restrictions.



MONROE CITY COUNCIL

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Mayor Thomas updated about the ECEAP grant for the Boys and Girls Club. The City has been asked about signing a letter in support of additional grant funding from the state and wanted to be sure Council has no objection to his signing the letter. There were no objections.

Mayor Thomas mentioned this is Ms. Pfister's last meeting and expressed his appreciation in working with her. All the Councilmembers also expressed their appreciation for Ms. Pfister's work and time with the City. Best wishes on her future endeavors.

DISCUSSION ITEMS

1. AB20-201: Economic Development Advisory Board (EDAB) Recommended Gateway and Wayfinding Signage. Mr. Huebner presented a brief history on the project and outlined the recommended designs from the Economic Development Advisory Board (presentation attached). Discussion ensued regarding the Council's preferences. Councilmember Scarboro had reservations about the river rock elements and concerns about the vertical park signs. Councilmember Rousey agreed about the river rock. Councilmember Cudaback asked about siting for Downtown Historic gateway signage. Staff responded. Regarding western gateway sign, Councilmember Scarboro prefers the masonry base to the river rock base. Councilmember Gamble is reluctant to move away from the EDAB's unanimous recommendation of the river rock. Councilmember Rasmussen likes both options but leans toward the river rock. Councilmember Davis doesn't have a preference but does appreciate the connotation of being a city by the river, so would choose the river rock. Councilmember Cudaback agrees with the committee recommendation but wants to insure consistency throughout all the signs. Councilmember Hanford concurs with Councilmember Cudaback. Councilmember Scarboro does disagree about the river rock connotation but feels that the masonry is better looking than the rock. Councilmember Rasmussen liked the wave on the signs over the criss cross. Councilmember Rousey mentioned the wave would be more in line with our environment.
2. AB20-202: 2020 Business Survey Results. Mr. Palmer gave an overview of the recent business survey (presentation attached). Mr. Palmer reviewed the purpose of the survey and how the information provided will be used. Response rates and data were reviewed. Discussion ensued about how to encourage areas in addition to downtown to be "tight knit" communities, about the employment/layoff numbers, about stability versus rent payments, about how to increase future response rates, etc.
3. AB20-203: Vision 2050 Update. Ms. Knight gave a brief update on where the City was on the effort to update our mission, vision, and core values. The sounding board is established and the first sounding board meeting is scheduled for December 15, 2020. Regular check ins will be done over the next six months.
4. AB20-204: Draft Snohomish County Jail Services Interlocal Agreement. Deputy Chief Irving gave an update on the proposed new jail services interlocal agreement to include the concerns around the price increases. Councilmember Cudaback asked about what the anticipated increase was in the 2021 budget. Concern is that while the City anticipated some price increase, we did not anticipate the increase associated with this proposed agreement. Ms. Hasart shared information on jail costs for fiscal years 2019, 2020, and budgeted 2021. Mayor Thomas asked if Council had concerns about the staff approaching the county regarding delaying implementation of this agreement as is. Councilmembers expressed support for approaching the county and emphasizing continued discussion/negotiation regarding going from a tiered rate to a flat rate for daily maintenance fees.



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ADJOURNMENT

Mayor Thomas noted the Council would hold a Closed Session immediately following adjournment of the Council meeting to discuss Collective Bargaining pursuant to RCW 42.30.140(4)(a).

A short discussion ensued about attendance at the Lake Tye Ballfields' groundbreaking ceremony. Because of the limited number allowed due to COVID, we may not be able to accommodate all the Councilmembers that may wish to attend in person. Staff will reach out with further information as it is determined.

There being no further business, Councilmember Scarboro moved to adjourn the Council meeting. Councilmember Davis seconded. The motion passed 7-0.

Meeting adjourned at 8:54 p.m.

Geoffrey Thomas, Mayor

Rabecca R. Hasart, Interim City Clerk

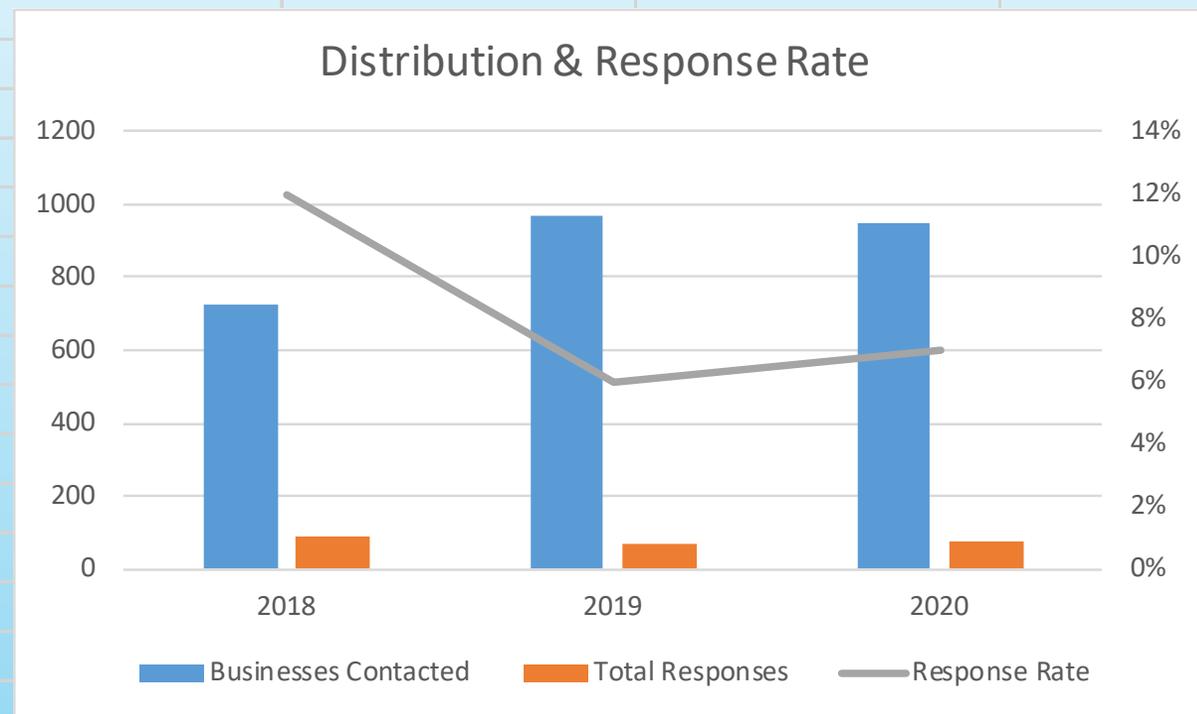


2020 BUSINESS SURVEY

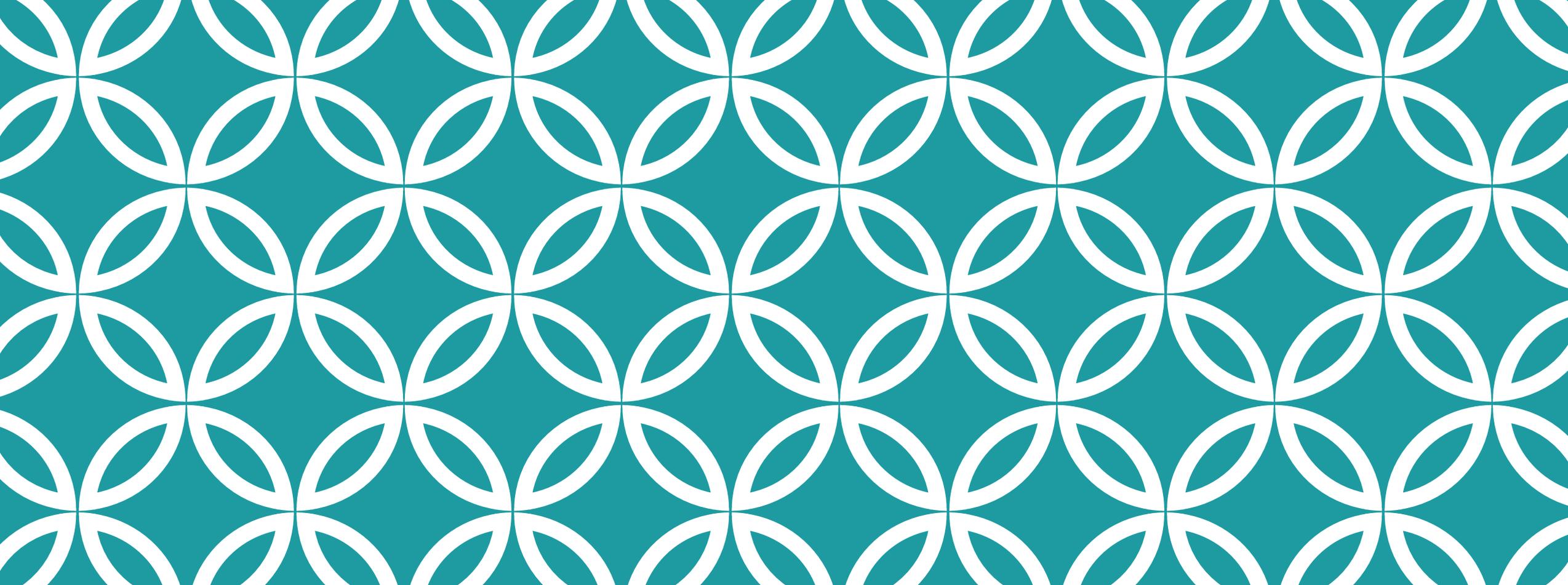
DISTRIBUTION AND RESPONSE



| | Businesses Contacted | Total Responses | Response Rate |
|------|----------------------|-----------------|---------------|
| 2018 | 726 | 88 | 12% |
| 2019 | 966 | 65 | 6% |
| 2020 | 950 | 72 | 7% |



| | Businesses Contacted | Total Responses | Response Rate |
|--------------------|----------------------|-----------------|---------------|
| 2018 to 2019 Trend | Up 33.05% | Down 26% | Down 50% |
| 2019 to 2020 Trend | Down 1.7% | Up 10.8% | Up 1% |



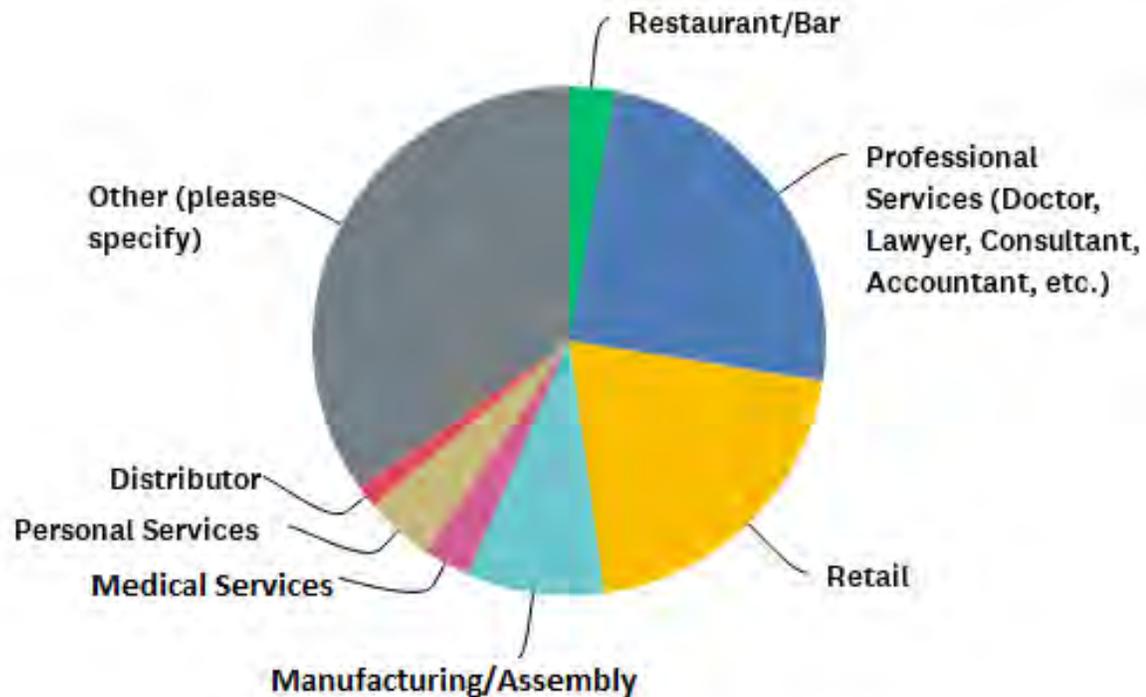
2020 BUSINESS SURVEY

MONROE BUSINESS PROFILE

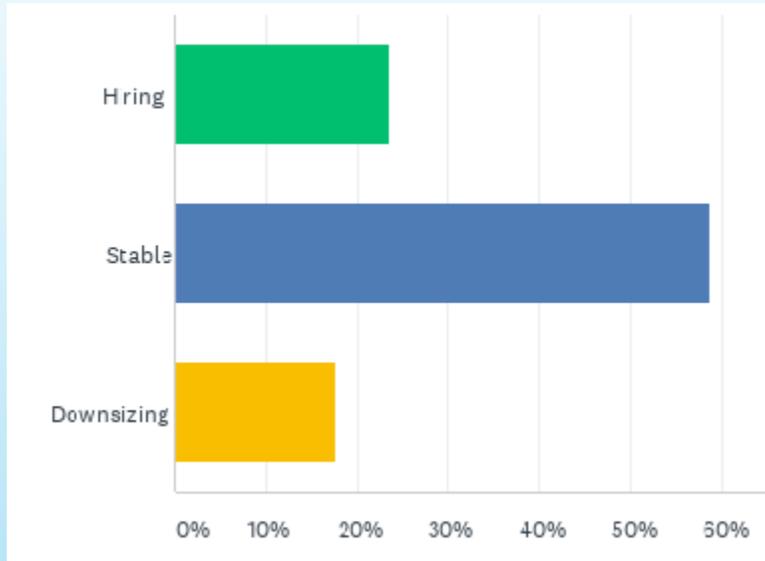
BUSINESS IDENTIFIED as “OTHER”

- Non profit offering soccer league to community children
- hvac/refrigeration
- Doggy Day Care and Boarding
- Coordinating Pastors, Chaplains, etc
- Communications Consultant
- Social services
- Yoga studio
- Political Consulting
- Tattoo and fine art
- Embroidery, Screen Printing, Heat Transfer, Custom Sewing, Quilting services
- Art classes
- QSR pizza
- Auto Repair & Tires
- Manufacturing and Distribution
- PEMF, Wellness, pain management
- General Contractor
- Construction Plumbing
- Family entertainment
- movie theatre
- Travel
- Auto repair
- Nonprofit organization dedicated to promoting the arts in Monroe.
- Non-Profit Resource Center, Financial assistance, Food Bank

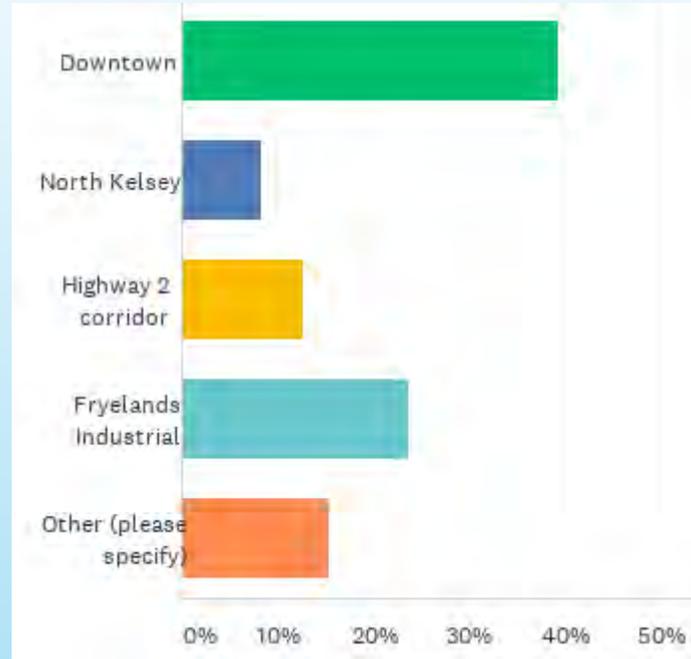
INDUSTRY SECTOR PROFILE



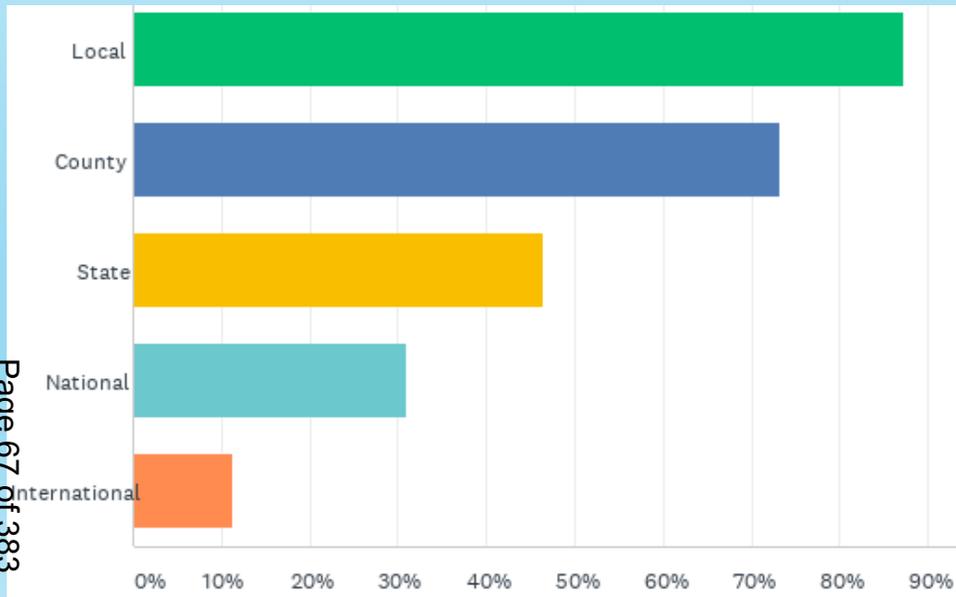
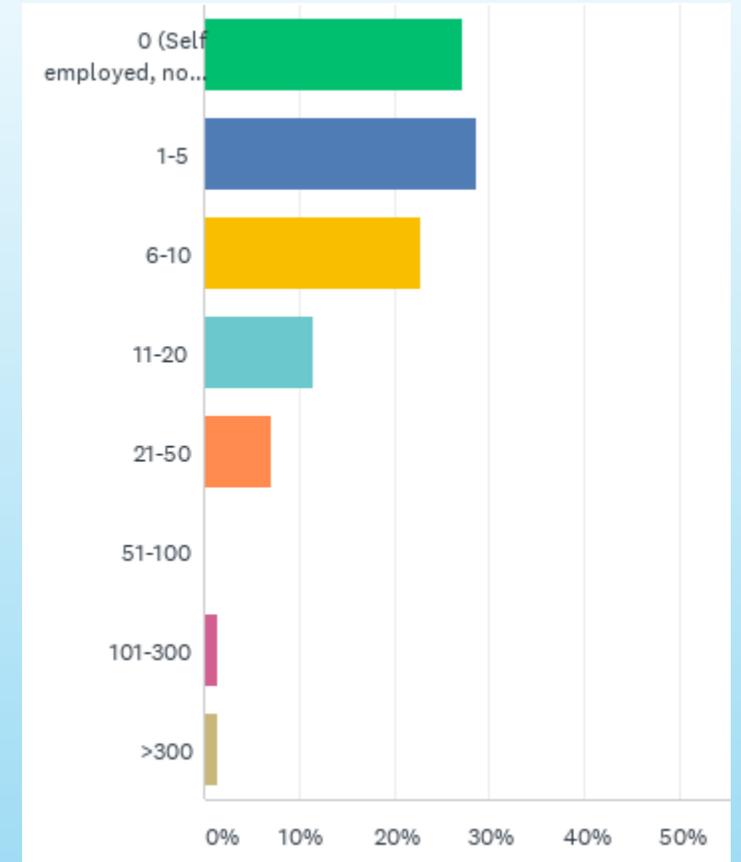
Employment Status



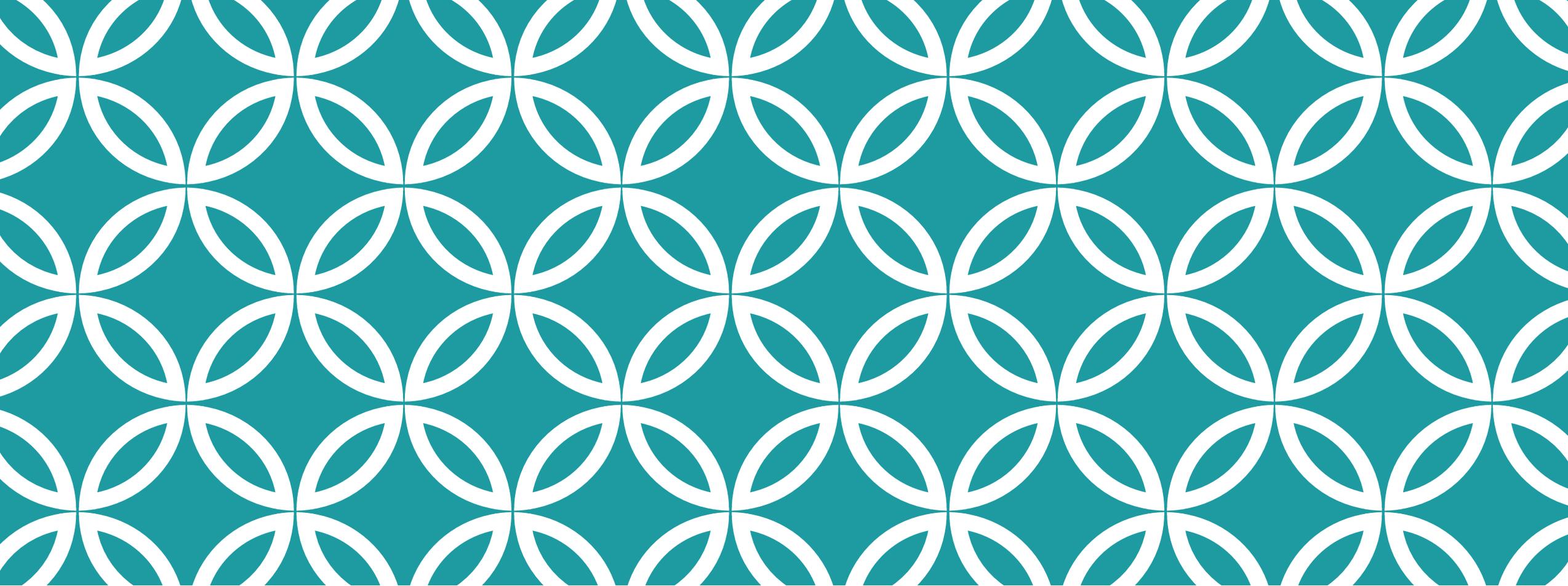
Commercial District



Number of Employees



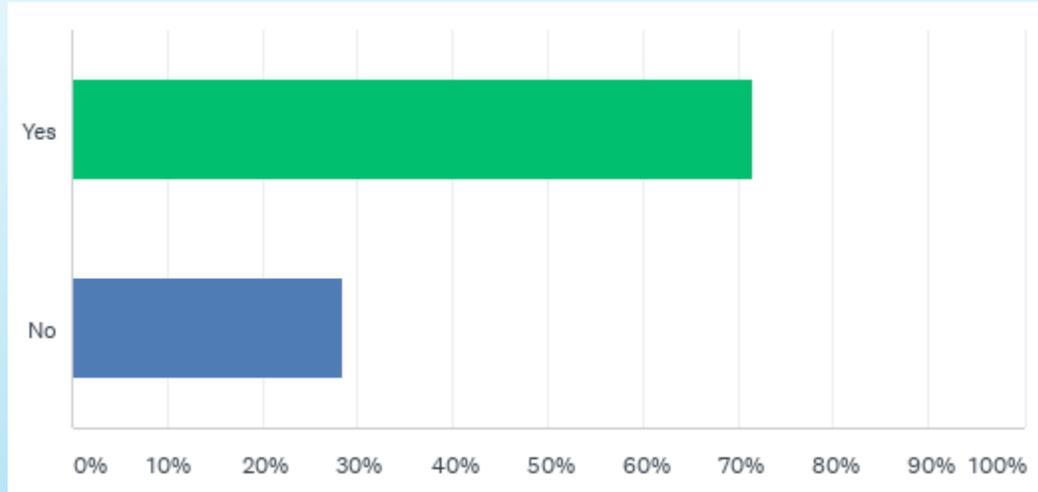
Markets Served



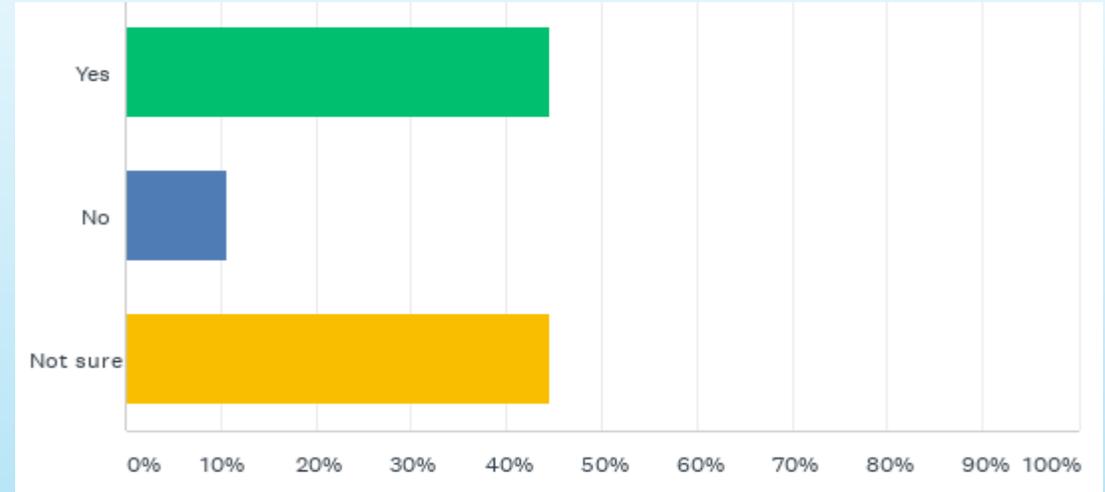
2020 BUSINESS SURVEY

IMPACT OF COVID-19

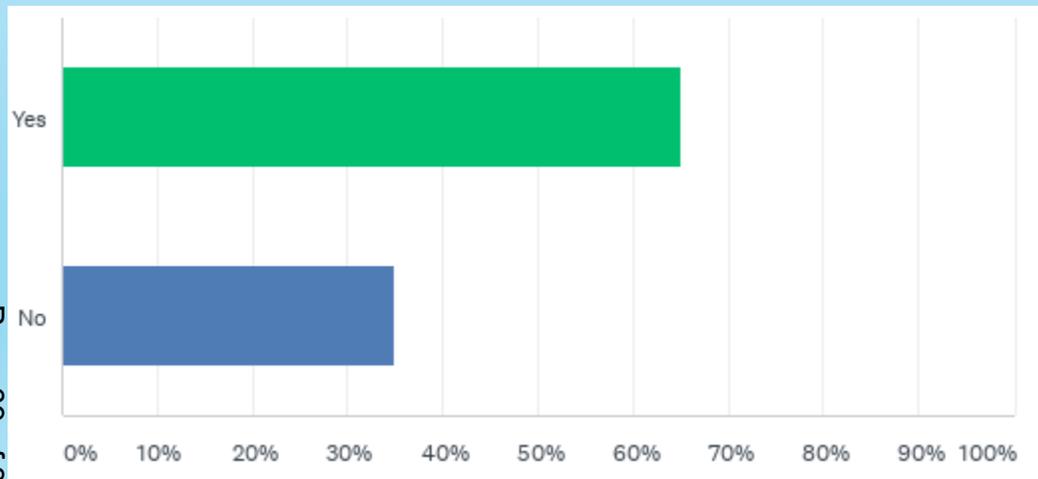
Did your income decline compared to this time last year?



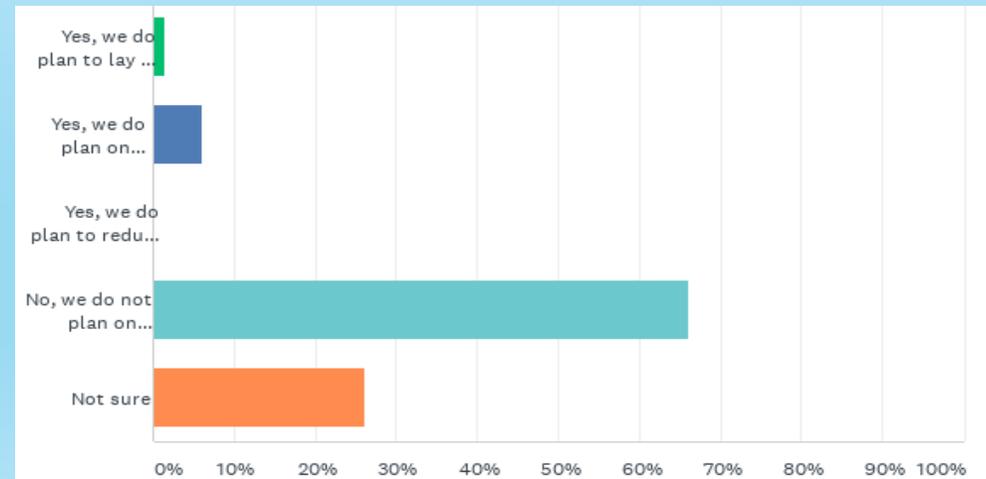
Able to make rent/mortgage payments over the next 6 months?

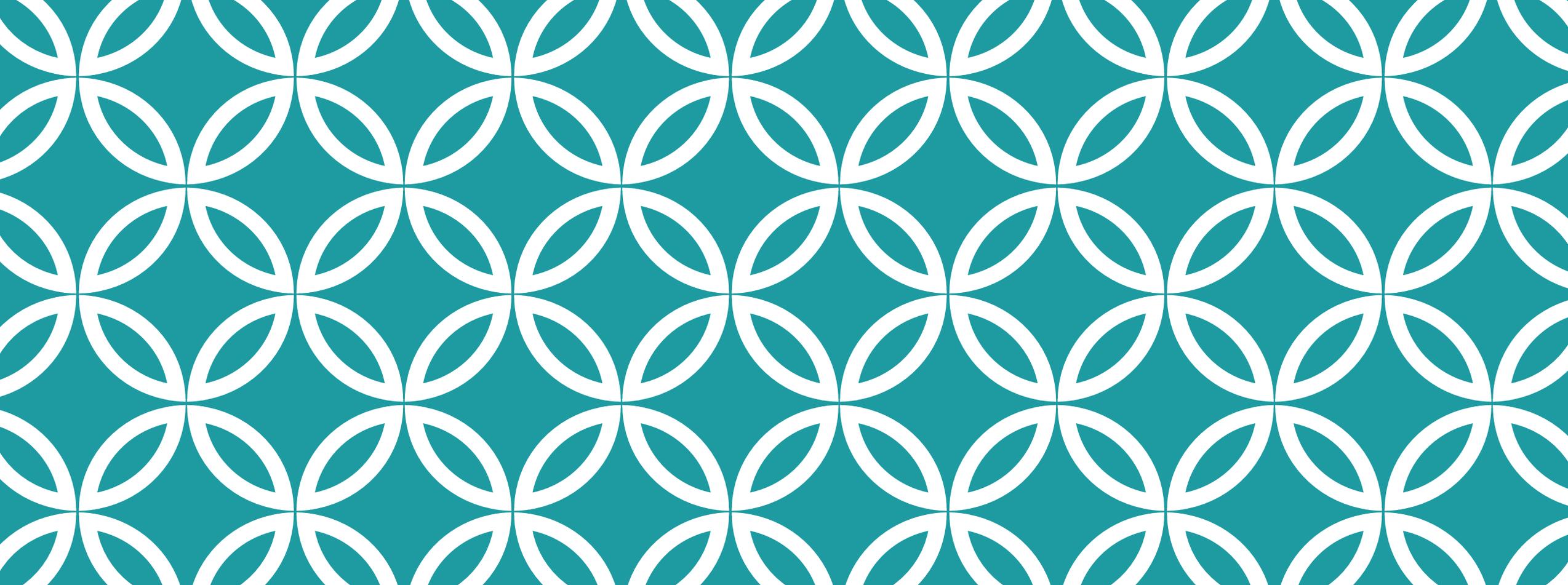


Costs increase due to COVID-19 related expenses?



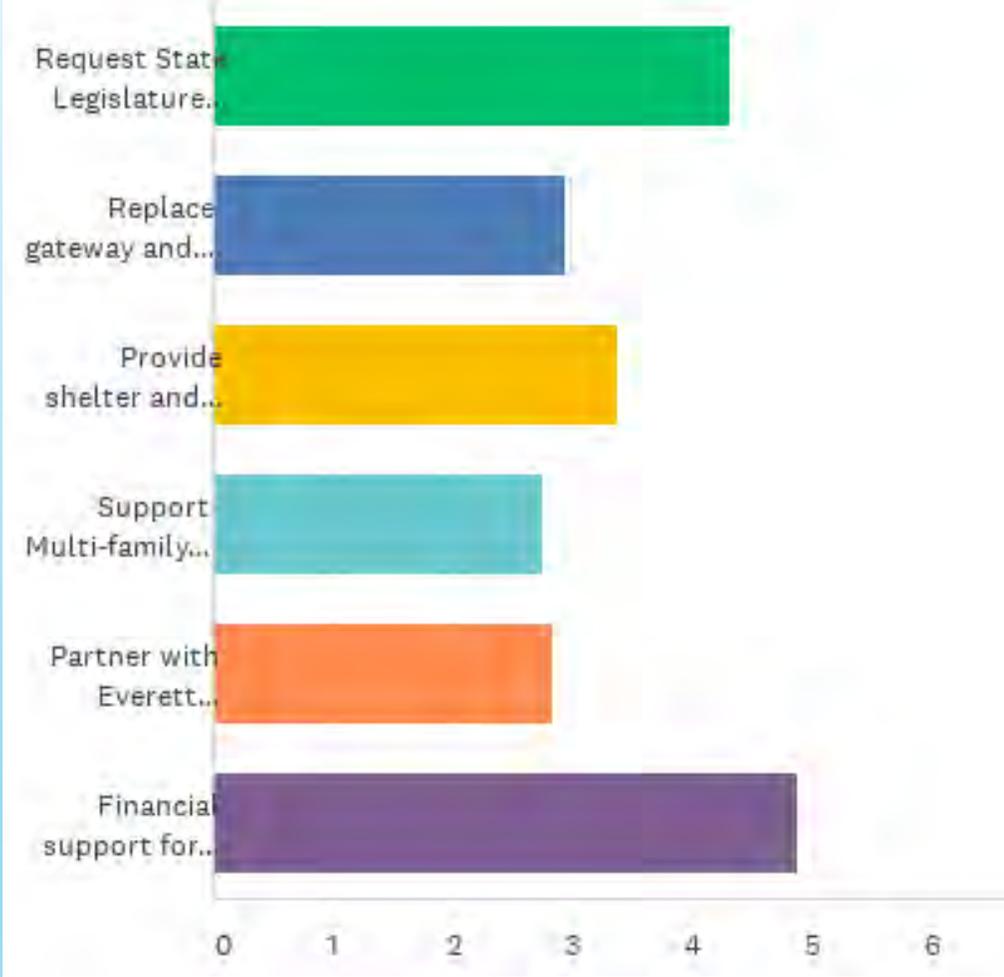
Reducing staff in the next 6 mos?

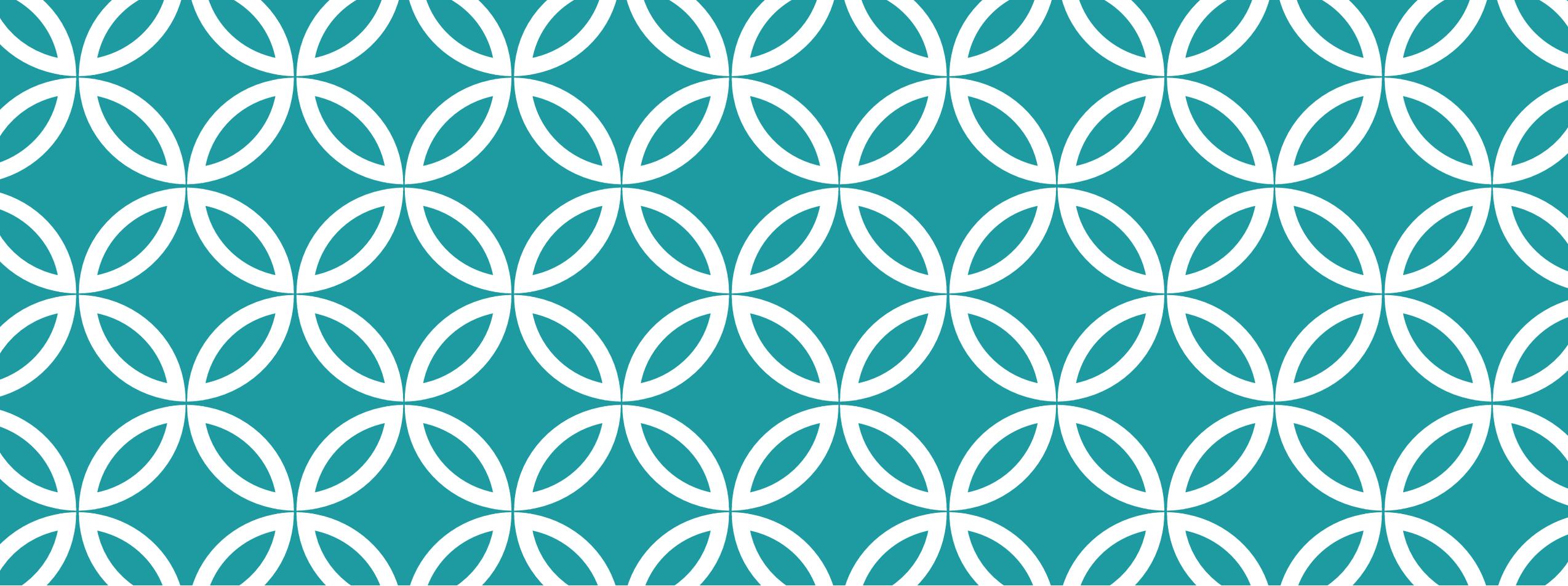




2020 BUSINESS SURVEY

ECONOMIC DEVELOPMENT
PRIORITIES





2020 BUSINESS SURVEY

RECOMMENDATIONS

- Continue to “frack” the email list
- Conduct Survey on a “Rolling Basis” throughout the year
- Do survey in person as part of regular business visit calls
- Promote Survey and Communicate Importance
- Provide incentives with a drawing, awards, etc.
- Shorten Survey

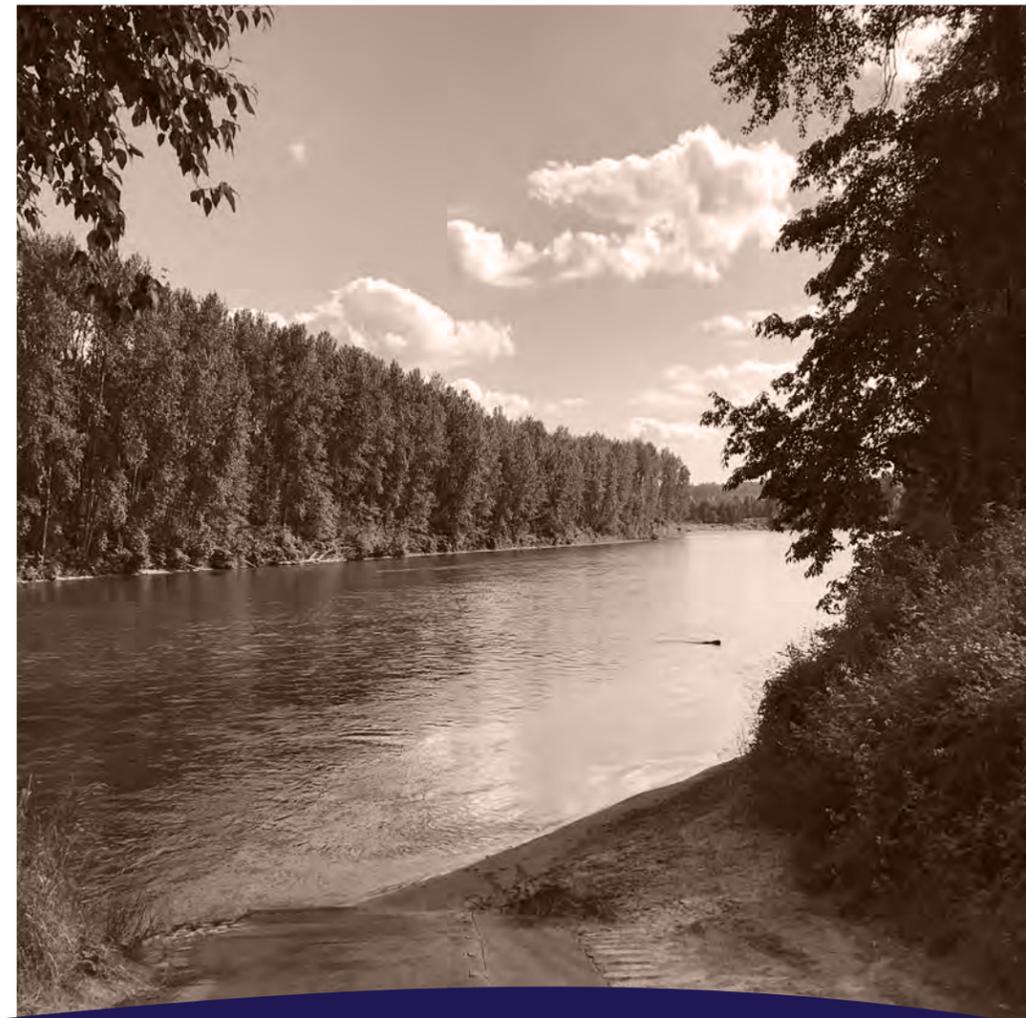
For More Complete Results:

[2020 Monroe Business Survey Dashboard](#)

CITY OF MONROE

GATEWAY SIGNAGE DESIGN REVISIONS 4

08/10/2020



WESTERN GATEWAY





Western Gateway - Option 1

Revisions are as follows:

- Added stone masonry base





Western Gateway - Option 2

Revisions are as follows:

- Added river rock masonry base





EASTERN GATEWAY

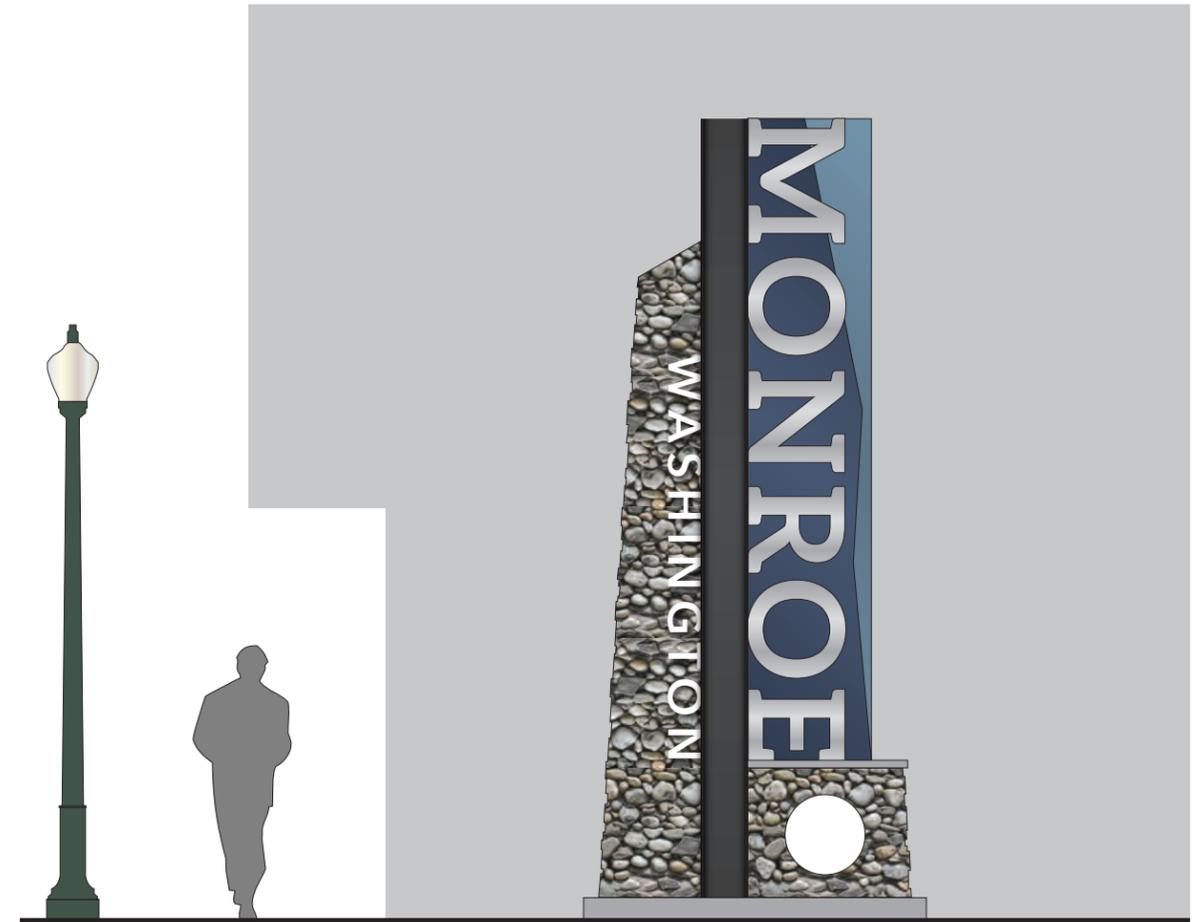
Eastern Gateway - Current Design & Option 1

Revisions for Option 1 are as follows:

- Changed the stone masonry to river rock masonry



Current Design

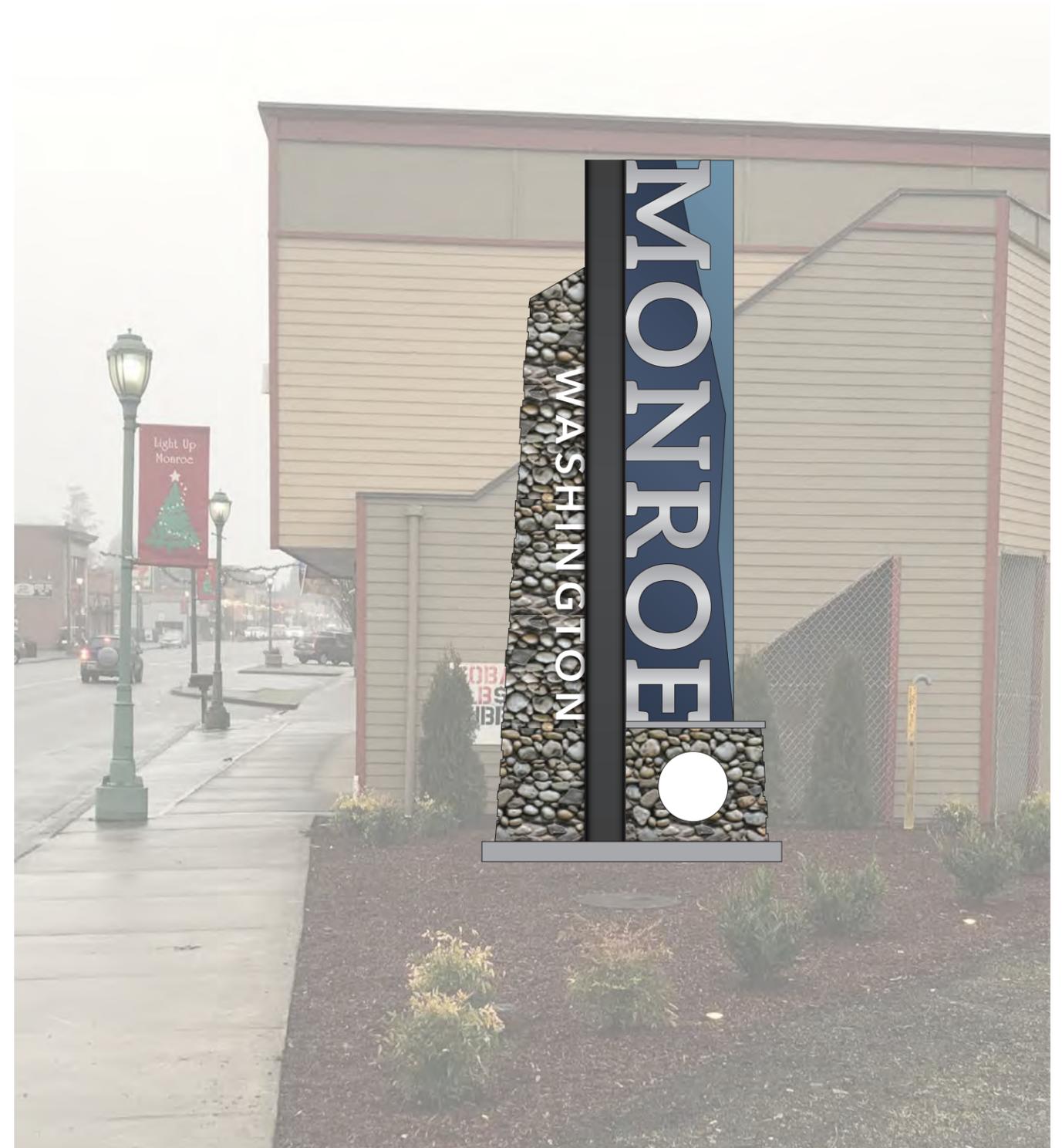


Option 1

Eastern Gateway - Current Design & Option 1



Current Design



Option 1

Eastern Gateway - Option 2A & 2B

Revisions are as follows:

- The "MONROE" and "WASHINGTON" text has been rotated to read vertically.
- In option 2B, the stone masonry has changed to river rock masonry



Option 2A



Option 2B

Eastern Gateway - Option 2A & 2B



Option 2A



Option 2B

SOUTHERN GATEWAY



Southern Gateway - Original Design



Southern Gateway - Option 1

Revisions are as follows:

- Changed stone masonry base to river rock masonry







MONROE CITY COUNCIL
Regular Business Meeting
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MINUTES

CALL TO ORDER

The City Council meeting was held virtually via Zoom. Due to the COVID-19 pandemic, and Proclamation 20-28 issued by Governor Jay Inslee, in-person attendance is not permitted at this time.

Mayor Thomas called the meeting to order at 7:00 p.m.

ROLL CALL

Councilmembers present:

Davis (7:03 p.m.), Hanford, Gamble, Rasmussen, Scarboro, and Rousey

Mayor Thomas noted the excused absence of Councilmember Cudaback. No objections were noted.

Staff present:

Knight, Hasart, Swanson, Feilberg, Warthan, Farrell, Criswell, Roberts, Restall, Peterson, Jolley, Huebner, Christian, Adams, and City Attorney Lell

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Davis.

ANNOUNCEMENTS/PRESENTATIONS

1. Evergreen Health Monroe. Ms. Stephanie Lizza, Ms. Jacquie Owen, and Mr. Rick Chatterton of Evergreen Health Monroe presented information about current services and outlined COVID mitigation efforts and vaccine planning (presentation attached). Councilmember Gamble asked how the presented statistics compared to 2019. Ms. Lizza will provide that information at a future date.

Mayor Thomas requested that New Business item #2 be moved to after public comment to accommodate the guests in the audience. There was no objection from Council.

PUBLIC COMMENTS

There were no comments from the public.

NEW BUSINESS ITEM #2 – AB20-227: Confirmation of Board and Commission Re/Appointments. Mr. Huebner presented information about the re/appointment process and about the proposed candidates.

Councilmember Rousey moved to confirm the Mayor's reappointment of Liz Nugent to the Planning Commission and Economic Development Advisory Board, Jessie Robinson to the Parks Board, and Jay Bull to the Planning Commission. Councilmember Hanford seconded. Motion passed 6-0.

Councilmember Rousey moved to approve the Mayor's appointment of John Whims and Jacob Walker to the Economic Development Advisory Board and Elly Britt to the Planning Commission. Councilmember Hanford seconded. Motion passed 6-0.



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EXECUTIVE SESSION

1. To discuss property acquisition pursuant to RCW 42.30.120(1)(c)

Mayor Thomas noted the need for an executive session and provided the following information:

The City Council will convene an executive session for the purpose of discussing the property acquisition pursuant to RCW 42.30.120(1)(c) for 10 minutes. The Mayor will notify the Interim City Clerk (Ms. Hasart) by text message if the executive session has been extended; and the Interim City Clerk will notify the public. Council is anticipated to take action following the executive session. For purposes of the executive session, the Council will leave the current, publicly accessible Zoom meeting and will join a new Zoom meeting, the dial-in information for which has been separately provided to the Council Members.

The Council meeting was recessed to executive session at 7:31 p.m. for 10 minutes.

At 7:41 p.m. the executive session was extended to 7:51 p.m.

At 7:51 p.m. the executive session was extended to 7:56 p.m.

At 7:56 p.m. the executive session was extended to 8:01 p.m.

At 8:01 p.m. the executive session was extended to 8:06 p.m.

At 8:06 p.m. the executive session was extended to 8:11 p.m.

At 8:11 p.m. the executive session was extended to 8:16 p.m.

At 8:16 p.m. the executive session was extended to 8:21 p.m.

The executive session ended at 8:21 p.m.

The Council meeting reconvened to regular session at 8:22 p.m.

CONSENT AGENDA

1. Approval of the Minutes: October 20, 2020, Regular Study Session
2. Approval of the Minutes: October 27, 2020, Regular Business Meeting
3. Approval of AP Checks and ACH Payments
4. AB20-205: Authorize Mayor to Sign Consultant Agreement with Confluence Environmental Company for 2020 Environmental Services (B. Swanson) 30
5. AB20-206: Award Bid/Authorize Mayor to Sign Contract with A-1 Landscaping and Construction, Inc. for the Lake Tye All-Weather Fields Project (M. Farrell) 45
6. AB20-207: Authorize Mayor Pro Tem to Sign Amendment to sign the Interlocal Agreement with Snohomish County, Establishing the Snohomish Regional Drug & Gang Task Force (J. Jolley)
7. AB20-208: Authorize Mayor to Sign Three Party Stormwater Infrastructure Maintenance Agreement with Easton Cove Homeowners Association & Woods Creek Development Inc. (J. Roberts)
8. AB20-209: Authorize the Mayor Pro Tem to sign an Interlocal Agreement with Snohomish County for Internet/Fiber Services (B. Warthan) AB20-190: Authorize Mayor to Sign Amendment No. 1 with BHC for Blueberry Lane Infiltration, Civil and Structural Design Services (S. Peterson)



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9. AB20-210: Authorize payment of Voucher to Burch, parcel 17 for Statutory Evaluation Allowance and Associated Documentation for Chain Lake Road Phase 2a (Non-Motorized Pedestrian Path) Project (S. Peterson)
10. AB20-211: Authorize the Mayor Pro Tem to Sign Interlocal Agreement with Snohomish County for Law Enforcement Embedded Social Worker Services (J. Jolley)
11. AB20-212: Authorize the Mayor to Sign Consultant Agreements with Harmsen LLC and KPG for 2021 Survey Services (S. Peterson)
12. AB20-213: Authorize the Mayor to Sign Interagency Agreement for Traffic Safety Grant/Target Zero Priorities (J. Jolley)
13. AB20-214: Accept Project / Begin Lien Period for 2020 Annual Road Maintenance Project (S. Peterson)
14. AB20-215: Ordinance 018/2020, Adopting the 2018 International Building Code, Final Reading (S. Criswell)
15. AB20-216: Ordinance No. 017/2020, Amending Monroe Municipal Code (MMC) Chapter 1.04, Code Enforcement; Final Reading (S. Criswell)
16. AB20-217: Authorize the Mayor to sign Addendum No. 1 to the Indigent Defense Contract (R. Huebner)
17. AB20-218: Final Coronavirus Relief Funds/CARES Act Expenditure Report (R. Huebner)
18. AB20-219: Accept CARES Act Funds Grant from EASC and Authorize the Mayor to Sign a Consultant Agreement with High Peak Analytics, LLC (R. Huebner)
19. AB20-220: Authorize the Mayor to Sign Collective Bargaining Agreement with the Monroe Police Officers Guild (B. Warthan)

Councilmember Rasmussen moved to approve the consent agenda. Councilmember Rousey seconded. Motion passed 6-0.

UNFINISHED BUSINESS

1. AB20-221: 2020-2021 Annual Comprehensive Plan Amendment Docket. Ms. Restall summarized the actions to date.

Councilmember Gamble moved to waive Council Rules of Procedure requiring two readings of ordinances. Councilmember Rasmussen seconded. Motion passed 6-0.

Councilmember Gamble moved to adopt Ordinance No. 019/2020 approving proposed amendments CPA2020-01 and CPA2020-02 and denying proposed amendment CPA2018-01 to the 2015-2035 Comprehensive Plan, and adopt Ordinance No. 020/2020 amending MMC 3.50, School Impact Fee Mitigation Program; providing for severability; and establishing an effective date. Councilmember Davis seconded. Motion passed 5-1. Councilmember Hanford opposed.

Councilmember Scarboro clarified if this denies the change to Marshall Field. Staff answered in the affirmative.

2. AB20-222: East Monroe Offer to Sell. Ms. Knight presented and thanked the property owners for their cooperation and assistance.

Councilmember Gamble stated he was not interested in using City resources to purchase the property. Councilmember Scarboro concurred but mentioned the City could try to get grant money to fund the purchase. Councilmember Rousey agreed no City funds. Councilmember Hanford stated the City does not have funds to purchase and commended staff on efforts to secure grant funding.



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Councilmember Davis concurred with Hanford. Councilmember Rasmussen was in agreement that there is no City funding for the purchase; City has other, higher priorities. He too thanked staff for their efforts to secure grant funding.

Councilmember Rasmussen moved to decline the offer to purchase the property and provide direction to Mayor Thomas and City staff to discontinue seeking grant funding to purchase the property. Councilmember Rousey seconded. Motion passed 6-0.

3. AB20-223: Legislative Priorities. Ms. Knight presented.

Discussion ensued regarding priorities around COVID mitigation for small businesses.

Councilmember Hanford moved to approve the 2021 legislative priorities to include the words "Affordable Housing" in priority number four. Councilmember Scarboro seconded. Councilmember Hanford moved to amend the motion to include a priority regarding supporting state funding for COVID support for our business community. Councilmember Gamble seconded. The amending motion passed 6-0. The primary motion as amended passed 6-0.

FINAL ACTION

1. AB20-224: Ordinance No. 023/2020, An Ordinance of the City of Monroe approving and adopting by reference the Mayor's Emergency Executive Order No. 2020-010 and approving the establishment of temporary outdoor dining. Mr. Huebner presented.

Councilmember Hanford mentioned he is supportive and sympathizes with our small businesses.

Councilmember Hanford moved to waive Council Rules of Procedure requiring two readings of ordinances. Councilmember Gamble seconded. Motion passed 6-0.

Councilmember Gamble stated this is what we can do and wished we could do more. Councilmember Scarboro asked about fire codes. Mr. Huebner stated Mr. Roberts has researched this issue and our permits will be in compliance. Councilmember Scarboro asked about the number of applicants to date. Mr. Criswell mentioned three.

Councilmember Gamble moved to adopt Ordinance No. 023/2020, approving and adopting by reference the Mayor's Emergency Executive Order No. 2020-010; approving the establishment of a permit process and associated standards to authorize the temporary use of certain on-street parking spaces by local restaurants for outdoor dining purposes; providing for severability; declaring a public emergency; and establishing an immediate effective date. Councilmember Hanford seconded. Motion passed 6-0.

2. AB20-225: Ordinance No. 024/2020, An Ordinance of the City of Monroe adopting a Residency Requirement Waiver for members of Temporary and Special Purpose Boards, Commissions, and Committees. Mr. Huebner presented.

Councilmember Hanford stated this item was discussed at the Legislative Affairs committee earlier this year and the committee was supportive.

Councilmember Hanford moved to waive Council Rules of Procedure requiring two readings of ordinances. Councilmember Davis seconded. Motion passed 6-0.



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Councilmember Rasmussen clarified this was just for special committees only. Staff concurred. Councilmember Gamble asked that when a waiver is used, to call it out when the Mayor recommends appointment. Mayor Thomas stated while the legislative intent is to call out any waivers enacted, the priority will always be to appoint residents. Mayor Thomas expressed his appreciation for the discussion.

Councilmember Rasmussen moved to adopt Ordinance No. 024/2020, amending Monroe Municipal Code Title 4 (Boards, Commissions, and Committees), to adopt a Residency Requirement Waiver for members of Temporary and Special Purpose Boards, Commissions, and Committees, providing for severability, and establishing an effective date. Councilmember Scarboro seconded. Motion passed 6-0.

NEW BUSINESS

1. AB20-226: Resolution No. 023/2020 Amending the Master Fee Schedule for 2021. Ms. Hasart presented.

Councilmember Rasmussen moved to approve Resolution No. 023/2020 amending the City of Monroe Master Fee Schedule, and fees, fines, penalties, interest, and charges for 2021. Councilmember Hanford seconded. Motion passed 6-0.

2. AB20-227: Item was moved to after Public Comment and before Executive Session
3. AB20-228: Snohomish County CARES Act Allocation. Mr. Huebner presented.

Mayor Thomas thanked the County, specifically County Councilmember Sam Low, for all their support. Councilmember Hanford also thanked the County and Mr. Low.

Councilmember Hanford moved to accept an allocation of CARES Act funds from Snohomish County to supplement the Small Business Relief Grant program; and authorize the Mayor to execute an addendum to the Economic Support Services contract with the Monroe Chamber of Commerce for administration of the program. Councilmember Davis seconded. Motion passed 6-0.

4. AB20-229: Ordinance No. 025/2020 Adopting Emergency Interim Zoning Amendments to Chapter 22.60 MMC, Temporary Uses, Final Reading. Mr. Swanson presented.

Councilmember Hanford stated he appreciated staff working to help small businesses.

Councilmember Hanford moved to waive Council Rules of Procedure requiring two readings of ordinances. Councilmember Gamble seconded. Motion passed 6-0.

Councilmember Hanford moved to adopt Ordinance No. 025/2020, adopting interim zoning amendments to Chapter 22.60 MMC, Temporary Uses; allowing for outdoor classes and outdoor dining within adjacent private off-street parking areas in order to reflect the current Governor's Proclamation 20-25.8; setting forth preliminary supportive findings; requiring a post-adoption public hearing; providing for severability; declaring a public emergency; and establishing an immediate effective date. Councilmember Rousey seconded. Motion passed 6-0.



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STAFF/DEPARTMENT REPORTS

1. Finance Report – Ms. Hasart noted the report included in the agenda materials and highlighted the information regarding passport services.
2. Parks & Recreation – Mr. Farrell noted the report included in agenda materials and highlighted the Lake Tye Ballfields ground breaking ceremony.

COUNCILMEMBER REPORTS

1. Legislative Affairs Committee 11/10/2020. Councilmember Davis shared that everything discussed was presented for action this evening.
2. Finance/HR Committee 11/17/2020. Councilmember Gamble reported on the committee and highlighted the reasons regarding the discontinuing the passport program.

Councilmember Gamble expressed appreciation for being part of the Lake Tye Ballfields groundbreaking ceremony. Gamble inquired about Mr. Edlebrock's comments from the last meeting. Ms. Knight will bring back a report when available. Mr. Swanson provided some history and mentioned any changes to zoning would require Council action; there are no administrative tools to make the requested change. Councilmember Scarboro would like to know how long Mr. Edlebrock has owned the property. This item is scheduled for the January 19, 2021 Council study session.

Councilmember Hanford expressed appreciation for everyone's work this year; Merry Christmas and Happy New Year.

Councilmember Davis echoed Councilmember Hanford's comments and mentioned it has been a tough year. He appreciated working with the Council, staff, management and the Mayor.

Councilmember Rasmussen mentioned he and his family went to Olympia last Saturday to support reinstating youth sports. Asked that any letter sent to the state regarding COVID support include support for youth sports. Rasmussen also acknowledged Mr. Farrell and the park's staff. They are quick to respond to rule changes to allow safe youth play in our parks. Rasmussen also thanked everyone and wished everyone Happy Holidays.

Councilmember Scarboro concurred with all the statements regarding appreciation for staff, Council, and the Mayor and also concurred that it has been a weird year.

Councilmember Rousey mentioned the Snohomish County Tomorrow meeting, also expressed thanks to everyone, and stated that as a business owner, she appreciates all the City is doing to help businesses. Working with the Council keeps her motivated.

MAYOR/ADMINISTRATIVE REPORTS

1. City Administrator Update. Ms. Knight mentioned the extended agenda included in the packet materials. Ms. Knight specifically highlighted the discussion regarding Mr. Edlebrock's request scheduled for January 19, 2021 and the CHSAB yearend report scheduled for the same evening.
2. Mayor's Update. Mayor Thomas stated he feels blessed to have a great Council, awesome City Administrator, awesome senior leadership team, and awesome City staff and that our community has really come together this year. Despite upcoming challenges, the Mayor feels confident about 2021.



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ADJOURNMENT

There being no further business, Councilmember Rasmussen moved to adjourn the Council meeting. Councilmember Gamble seconded. Motion passed 6-0.

MEETING ADJOURNED: 9:45 p.m.

Geoffrey Thomas, Mayor

Rabecca R. Hasart, Interim City Clerk



Building Relationships: Engaging with Our Community of Care

Monroe City Council
December 8, 2020



Agenda

- Introductions
- COVID-19 Update & Vaccine Distribution
- The Community We Serve
- Supporting Our Community
 - Who We Served in 2020
 - What Services We Provide to the Community
- Building a Community of Trust: *The Art of Caring*
- Building Relationships

Introductions



Stephanie Lizza

Director, Community Engagement & Legislative Affairs



Rick Chatterton

Specialist, Community Engagement



Jacqueline Owen

Manager, Quality & Infection Control

COVID-19 Numbers & Statistics

EvergreenHealth Monroe

Confirmed Patient Cases – Cumulative since March 8

Confirmed cases of COVID-19 (patients): 34 (out of 1,378 tested)

This includes inpatients as well as patients tested in our emergency departments who may have been discharged for self-care at home.

Patient Deaths – Cumulative since March 8

Deaths – COVID-19: 1

Confirmed Employee Cases – Cumulative since March 8

Confirmed Employee Cases of COVID-19 (EvergreenHealth Monroe staff): 8 (out of 88 tested)

EvergreenHealth Monroe employs approximately 330 staff.

Discharges – Cumulative since March 8

Discharged from inpatient: 11

Patients who were inpatients (tested COVID-19+) who were well enough to be discharged from inpatient care.

Discharged from the Emergency Department: 34

Patients who were seen at EvergreenHealth Monroe Emergency Dept, tested COVID-19+, and were well enough to be discharged.

Daily Inpatients – Monday, December 7, 2020

COVID-19+ inpatients at EvergreenHealth Monroe: 4

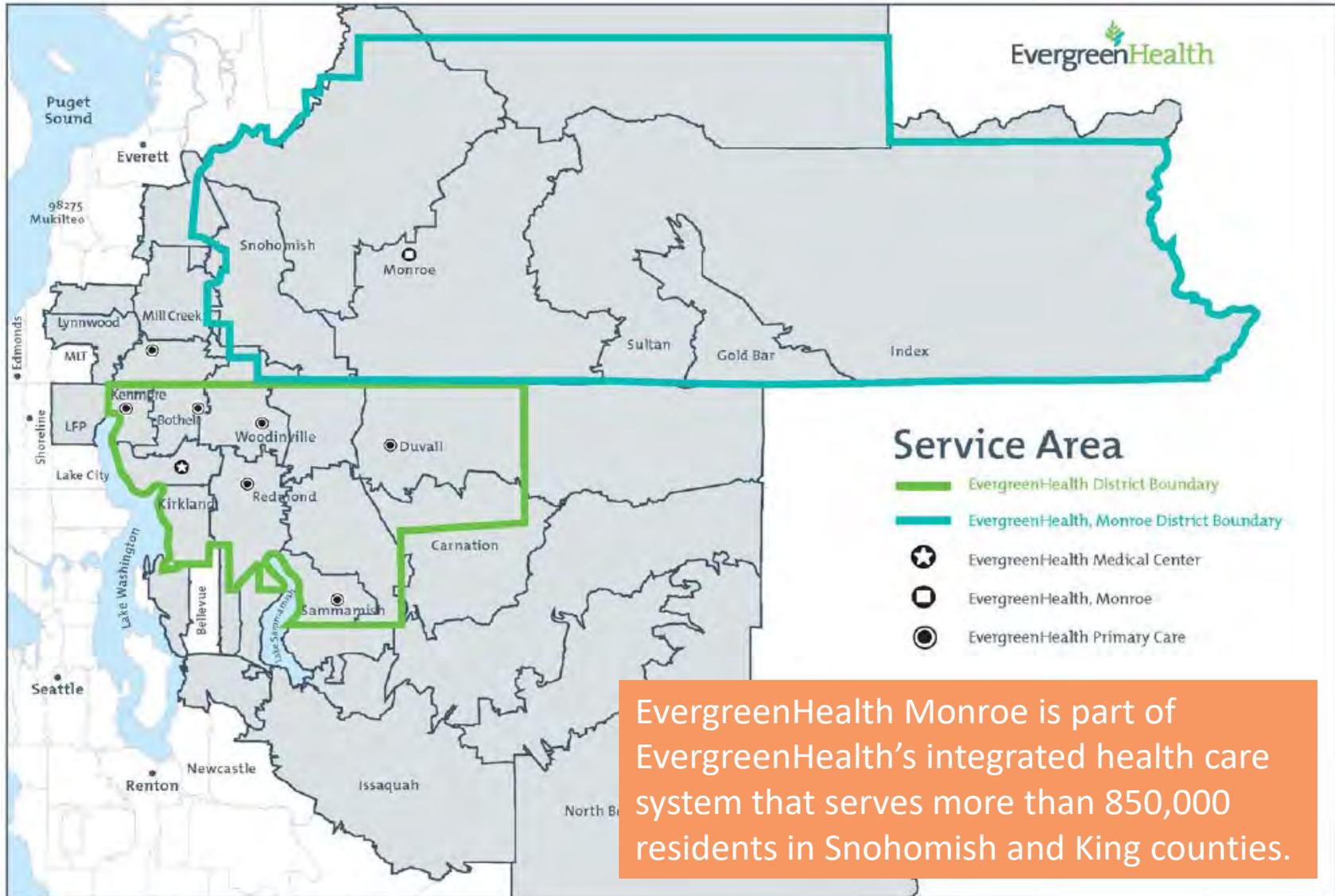
<https://www.evergreenhealth.com/patient-update>

COVID-19 Vaccine

- Keeping patients, families, and staff safe
- Vaccine planning



The Community We Serve



Administrative Council



Lisa LaPlante, MHA
Chief Administrative Officer
Vice President



Midori Larrabee, MD
Chief Medical & Quality Officer



Malachi Lones, RN
Chief Nursing Officer



John Green, CPA
Financial Officer

Fawn M. Hutton, BSHA, R.T. (R)(MRI)(M)
Operations Officer



How We Served our Community in 2020



15,712 Emergency Department visits



910 Hospital Admissions



1,358 Surgeries



7,319 Addiction Recovery Patient Days



30,056 Outpatient visits



27/7 Free Nurse Navigator & Healthline:
360-794-1111

EvergreenHealth Monroe Hospital & Emergency Care

- 72 licensed Acute Care beds
- 40 Chemical/Alcohol Treatment beds with 10 detox beds
- 10 Negative airflow COVID rooms
- Level IV Trauma Service
- 216 Medical Staff Members
- 389 EvergreenHealth employees
- Diagnostic Imaging service



EvergreenHealth Primary & Specialty Care

- Primary Care
 - Monroe Medical Pavilion & Sultan
 - Care for your entire family, from newborns to geriatric care
 - Same day appointments, online scheduling
 - Virtual visits, including ALL patients experiencing symptoms of flu or COVID-19
- Surgical & Vein
- Women's Health
- Physical & Occupational Therapy
- Urgent Care – *Opening in 2021*
- Diagnostic Imaging
 - New state of the art MRI and CT
 - 3-D mammography and new DEXA scan



Building a Community of Trust



- Supports our *Purpose, Mission, Vision & Values*
- Augments and supports clinical care with **personal practice of service**
- **Cultural foundation** at EvergreenHealth Monroe & places **patient experience** at the center of our business
- **30 4-hour Coaching Sessions** in 2020 - Snohomish Hospital Board of Commissioners, Hospital Leadership and **98% of total staff**
- Patient Experience Scores for the Hospital and Emergency Department continue to rise



We are a resource to you!

How can we best support you and our shared community?



- *Healthiest Best* Speakers & Presentations
- Addressing Teen Mental Health Issues
- Sharing EvergreenHealth's service lines with your organization
- Volunteering

For You & Our Community

Thank you for helping us keep one another safe by continuing to:



Wear a mask



Socially distance, particularly indoors



Wash & sanitize your hands often



Seek care if you are sick or there is an emergency

And ... for Advocating for All of the Above!



Thank you!





AGENDA BILL

Meeting Date: January 12, 2021

Staff Contact: Jim Gardner, Senior Engineer

Department: Public Works

SUBJECT: Accept Project/Begin Lien Period for Adams Lane Utility Replacement Project

PREVIOUS DISCUSSION:

01/22/2019; 01/12/2021

REQUESTED ACTION:

Move to accept the Adams Lane Utility Replacement Project, M2019-0001, and begin the 45-Day Lien Period; and authorize release of retainage upon filing of Notice of Completion and receipt of State of Washington releases.

POLICY CONSIDERATIONS:

A project must be accepted by the governing body after all contract work has been completed and required documentation has been received. Once accepted, the Forty-Five-Day Lien Period begins. Within sixty days after project acceptance, and upon receipts of certification from the Department of Labor and Industries, the Department of Revenue, and the Employment Security Department, the governing body shall release any retainage withheld from the contractor.

DESCRIPTION/BACKGROUND:

Preparation of plans and specifications and solicitation of bids for construction of the Adams Lane Utility Replacement Project was authorized by Council at the January 22, 2019, regular business meeting.

The Adams Lane Utility Replacement Project provides for the replacement of approximately 600 feet of new eight-inch diameter ductile iron water main, 400 feet of new eight-inch PVC sewer main, 18 water and sewer service connections and other work, all in accordance with the Contract Plans, the Contract Provisions, and the Standard Specifications.

The project was advertised for contractor bids in the Daily Journal of Commerce on January 29, 2020 and February 5, 2020. The Engineer's probable cost opinion was \$710,000. Seven bids were received and opened on February 13, 2020 with bids ranging from \$480,415 to \$690,680, inclusive of sales taxes.

Rodarte Construction. received a "Notice to Proceed" on March 12, 2020. All of the proposed work was completed and approved per the contract. The contractor has been paid \$375,844.37 for the work to date

and is owed \$34,957.24 in retainage. Total amount earned by the contractor is \$410,841.61. Additional project expenses are described below.

FISCAL IMPACTS:

The 2020 City Budget includes a capital item in the Water 412 Capital Fund of \$335,951 and the Sewer 422 Capital Fund of \$335,951 for a total budget of \$671,902. This project totals \$414,638.12 exclusive of staff salaries and benefits. Refer to the following table for a project expenditure summary:

| | |
|--|----------------------|
| Water 412 Fund, 2020 Project Budget: | \$ 335,951.00 |
| <u>Sewer 422 Fund 2020 Project Budget:</u> | <u>\$ 335,951.00</u> |
| Total Budget: | \$ 671,902.00 |
| | |
| Original Contract: | \$ 480,415.03 |
| Change Orders | \$ 13,323.67 (2.8%) |
| Final Construction Contract: | \$ 493,738.70 |
| Final Amount Due to Contractor: | \$ 410,841.61* |
| <u>Contractor Payments to Date:</u> | <u>\$ 375,884.37</u> |
| Retainage Withheld: | \$ 34,957.24 |

*Savings in the use of pit run gravel and for estimated items that were not used resulted in an under-run of \$69,573.42.

The following table summarizes the final project finance position:

| | Anticipated 2020 Expenses | Actual 2020 Expenses | 2021 Expenses |
|-------------------------------|------------------------------|-------------------------|---------------------|
| Advertisement / public notice | \$ 500.00 | \$ 474.60 | |
| Construction | \$ 651,402.00 | \$ 375,884.37 | \$ 34,957.24 |
| Special inspections | \$ 20,000.00 | \$ 3,153.60 | |
| Misc. Mailing, prints | | \$ 168.31 | |
| TOTAL | \$ 671,902.00 | \$ 379,680.88 | \$ 34,957.24 |

TIME CONSTRAINTS:

Once the project work is complete, the City has sixty days to release the retainage. Any delays in acceptance could put the City out of compliance with RCW 60.28.

ALTERNATIVES TO REQUESTED ACTION:

None



AGENDA BILL

Meeting Date: January 12, 2021

Staff Contact: Scott Peterson, Deputy City Engineer

Department: Public Works

SUBJECT: Authorize Mayor to Sign Consultant Agreements with Aspect and Robinson Noble for 2021 On-Call Geotechnical Services

PREVIOUS DISCUSSION:

N/A

PUBLIC HEARING(S):

N/A

REQUESTED ACTION:

Authorize the Mayor to sign the Consultant Agreements with Aspect Consulting and Robinson Noble for 2021 Geotechnical Services, and expressly authorize further minor revisions to the extent deemed necessary or appropriate.

POLICY CONSIDERATIONS:

In accordance with Section 6 PROFESSIONAL AND PERSONAL SERVICES of the Procurement Policies & Procedures, contracts costing more than \$100,000 require City Council approval. Establishing a roster for consultant services does not incur cost by itself. As the needs for these services arise, individual task orders will be assigned to the consultant. These task orders will follow the Procurement Policies & Procedures.

DESCRIPTION/BACKGROUND:

The City establishes a consultant services roster (on-call) for geotechnical engineering, material testing and inspection services. The roster provides for an efficient and timely method of securing these services when these services are needed on capital projects or unexpected events.

The previous on-call contracts expired on December 31, 2020. A Request For Proposal (RFP) was sent out for Geotechnical Services through the Municipal Research Services Center Consultant Roster on October 19, 2020. All RFP's were due November 3, 2020. Seven firms provided proposals. The review panel selected two firms for the 2020 roster: Aspect Consulting and Robinson Noble. The contracts will be for one year with an opportunity for two (2) one-year extensions upon City approval.

FISCAL IMPACTS:

Services will be billed per the consultant's pricing schedule (contract Exhibit C) as they are used and applied to the specific project. Funding will be specific to the reason of the project (e.g., capital development, forensics, review and/or inspections of private development).

TIME CONSTRAINTS:

Authorization will allow these professional services to be available to staff as projects' needs arise. Without these contracts, separate solicitations, reviews and contract award processes will need to be processed for each need, resulting in an approximate six to eight week delay.

ALTERNATIVES TO REQUESTED ACTION:

1. Approve contracts as recommended. Authorize Mayor to sign.
2. Do not approve. Direct staff to areas of concern.

ATTACHMENTS:

[2021 Contract-Robinson Noble-signed](#)

[2021 Contract-Aspect signed](#)



| CONSULTANT AGREEMENT | |
|---|---|
| PROJECT TITLE AND IDENTIFICATION NUMBER 1 2021 Geotechnical Services M2020-0044 | WORK DESCRIPTION 2 Geotechnical Design Services, Special Inspections and Testing |
| CONSULTANT 3 Robinson Noble, Inc. 17625 – 130 th Avenue NE, Suite 102 Woodinville, WA 98072 | CONSULTANT CONTACT NAME, AND TELEPHONE NO. 4 Barbara Gallagher, P.E. 425-488-0599 Bgallagher@robinson-noble.com |
| FEDERAL I.D. NO. 5 91-0756960 | BUDGET OR FUNDING SOURCE 6 Funding is project specific, and per project task order. |
| PROJECT ADMINISTRATOR NAME, ADDRESS AND TELEPHONE NO. 7 Scott Peterson 806 W Main Street Monroe, WA 98272 360-754-1532 | MAXIMUM AMOUNT PAYABLE, IF ANY 8 Per agreed contract fee schedule and individual project estimates. ** City of Monroe Business License required to receive NTP ** |
| COMPLETION DATE 9 January 1, 2021 through December 31, 2021 with an opportunity for two (2), one year extensions upon city approval. | 10 <input type="checkbox"/> Lump Sum <input type="checkbox"/> Cost Plus a Fixed Fee <input checked="" type="checkbox"/> Schedule Rate/Time and Materials <input type="checkbox"/> Time and Materials/Not to Exceed |

THIS AGREEMENT is entered into on January 12, 2021 between the City of Monroe, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced project; and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Retention of Consultant - Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement. CONSULTANT will perform all services consistent with recognized standards of professionals in the same locality and involving similar conditions.

2. Completion of Work. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT, or due to an existing task order in process and continuing beyond the existing contract period. All such extensions shall be in writing and shall be executed by both parties.

3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 30 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. Changes in Work. The CONSULTANT shall promptly make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make

such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY; this work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work.

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute as provided in Section 18. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

6. Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT. Electronic versions of all work products shall be provided to the CITY in a format compatible with CITY software, except to the extent expressly waived in the attached exhibits.

7. Independent Contractor. The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

8. Indemnity. The Consultant shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the actual or alleged negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to

property caused by or resulting from the concurrent negligence of the Consultant and the Public Entity, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

9. Insurance. The CONSULTANT shall procure and maintain for the duration of the agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

A. Insurance Term

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. No Limitation

The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Consultant shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

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

4. Professional Liability insurance appropriate to the Consultant's profession.

D. Minimum Amounts of Insurance

The Consultant 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 \$2,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

E. Other Insurance Provision

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

F. Acceptability of Insurers

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

G. Verification of Coverage

The Consultant shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

H. Notice of Cancellation

The Consultant shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement 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 Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Consultant from the Public Entity.

J. Public Entity Full Availability of Consultant Limits

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

10. Records Retention and Disclosure. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular

business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose. The CONSULTANT shall also provide a complete electronic copy of all reports, plans, and specifications upon completion of the work or upon request of the CITY.

Separate from and additional to the foregoing, the CONSULTANT shall fully cooperate with and assist the CITY with respect to any request for public records received by the CITY and related to any public records generated, produced, created and/or possessed by the CONSULTANT and related to the services performed under this agreement. Upon written demand by the CITY, the CONSULTANT shall furnish the CITY with full and complete copies of any such records within five business days.

The CONSULTANT's failure to timely provide such records upon demand shall be deemed a material breach of this agreement. To the extent that the CITY incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, the CONSULTANT shall fully indemnify and hold harmless the CITY as set forth in Section 8.

For purposes of this section, the term "public records" shall have the same meaning as defined by Chapter 42.17 RCW and Chapter 42.56 RCW, as said chapters have been construed by Washington courts.

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

11. Notices. All notices required to be given by either party to the other under this agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

12. Project Administrator. The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it generally meets the requirements of this agreement, and for reviewing, monitoring and approving the general quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator. Provided, that nothing in this section shall be construed as altering the CONSULTANT'S duty of care or otherwise limiting, abridging, waiving or reducing the CONSULTANT'S obligations under this agreement.

13. Conflict Amongst Main Agreement and Attachments. In case of conflict between the Exhibits to this agreement and the portions of this agreement preceding the signature lines (Sections 1-24), the terms of Sections 1-24 shall prevail. Any limitations on liability and indemnification expressed in the attached exhibits beyond those specified in Sections 8 and 9 (prior to signature line) shall be null and void.

14. Termination. The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified in Box 3 on page 1. In the event that this agreement is terminated by the CITY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services satisfactorily performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the

cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

15. Non-Discrimination. The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

16. Subcontracting or Assignment. The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any subconsultants approved by the CITY at the outset of this agreement are named on Exhibit D attached hereto and incorporated herein by this reference as if set forth in full.

17. Non-Waiver. Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

18. Resolution of Disputes; Governing Law and Venue. This agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises out of or in connection with this agreement, including any question regarding its existence, enforceability, interpretation, or validity, the parties will, if practicable, meet and confer in good faith for a period of fourteen (14) days to attempt to resolve such dispute without an adversary proceeding. If at the end of the fourteen (14) day period such attempt at resolution is unsuccessful, the parties may resort to litigation. The exclusive venue for any litigation arising out this agreement shall be the Snohomish County Superior Court. The substantially prevailing party in any such litigation shall be entitled to an award of its reasonable attorneys' fees.

19. Taxes. The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

20. Code of Ethics. The CONSULTANT and all subconsultants/subcontractors shall also comply with the Monroe Code of Ethics (Exhibit E), Chapter 2.52 MMC. Any violation of Chapter 2.52 MMC by the CONSULTANT or any of its subconsultants/subcontractors shall be considered a material breach of this Agreement.

21. Entire Agreement. This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

22. Legal Compliance. In the performance of work under this agreement, the CONSULTANT shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to the CONSULTANT's business, equipment, and personnel engaged in operations covered by this agreement or accruing out of the performance of such operations.

23. Risk of Loss. The CONSULTANT shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at the CONSULTANT's own risk, and the CONSULTANT shall be solely responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

24. City of Monroe Business License: The Consultant shall be solely responsible for obtaining a City of Monroe Business License prior to any work commencing per the Monroe Municipal Code 5.02.030.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CONSULTANT: Robinson Noble, Inc.

CITY OF MONROE:



Geoffrey Thomas, City Mayor

By: Rick B Powell

Title: PRINCIPAL

ATTEST/AUTHENTICATED:

Rabecca R. Hasart, Interim City Clerk

EXHIBIT A

SCOPE OF WORK

SERVICES

Provide services for both Capital Improvement Projects and Public Works Operations and Maintenance Projects. Technical services include, but are not limited to:

Engineering Services

- Geology / Hydrogeology Services
- Groundwater Investigation, Mounding Analysis, & Monitoring
- Soil Sampling / Subsurface Investigation
- Retaining Structures Design (Rockeries, Soldier Pile, Gabion, etc.)
- Soil Infiltration Rate Testing / Determination
- Roadway Pavement Design (HMA, PCC, Pervious Pavements)
- Slope Stability Evaluation
- Foundation Bearing Capacity, Settlement, & Design
- Non-Destructive Testing of Existing Pavements and Subgrade
- Certified Erosion & Sediment Control Lead Design & Inspection Services
- Low Impact Design

Special Inspections

- Earthwork Observation
- Compaction Testing
- Asphalt Sampling & Testing
- Concrete Sampling & Testing
- Aggregate Sampling & Testing
- Concrete & Asphalt Coring & Testing

Other Services

- Ground Penetrating Radar
- Certified Erosion & Sediment Control Lead (CESCL)
- In-Situ Infiltration Testing

All inspection reports must be delivered to the City upon completion of the test. An electronic delivery is acceptable.

If the City requests special inspections services prior to 3:00pm during a working day, the consultant shall be available onsite to perform the required inspections the following working day.

AUTHORIZATION

This agreement will be organized by Task Orders. The CONSULTANT will receive a request outlining the work in sufficient detail so as to allow the CONSULTANT to provide a cost estimate specific to each task order. The amount established for each task order will be the maximum amount payable for that order unless modified in writing by the CITY. The CITY is not obligated to

assign any specific number of tasks to the CONSULTANT. The CITY'S and CONSULTANT'S obligations hereunder are limited to tasks assigned in writing. A specific scope of work will be written for each Task Order requested by the CITY. Work on Task Orders will not begin without written Notice to Proceed from the CITY.

EXHIBIT B

COMPLETION SCHEDULE

Contract is scheduled for completion: December 31, 2021.

At the close of 2021 this agreement will have an opportunity for two, one year extensions upon city approval.

Individual projects are due after the CITY has authorized the work and agrees with the estimated time frame and charges.

The CONSULTANT shall notify the CITY of anticipated start work date and anticipated delivery date.

EXHIBIT C

FEE SCHEDULE

See attached 2021 Fee Schedule and AAR Testing and Inspection Standard Schedule of Fees and Charges.



General Fee Schedule

January 1, 2021

| Professional Positions | | Fee per Hour |
|--|---|----------------------------|
| Principal Engineer, Hydrogeologist or Environmental Scientist | | \$194 |
| Associate Engineer, Hydrogeologist or Environmental Scientist | | \$177 |
| Senior Engineer, Hydrogeologist or Environmental Scientist | | \$151 |
| Senior Project Engineer, Hydrogeologist or Environmental Scientist | | \$130 |
| Project Engineer, Hydrogeologist or Environmental Scientist | | \$117 |
| Staff Engineer, Hydrogeologist or Environmental Scientist | | \$106 |
| Senior Field Staff | | \$95 |
| Field Staff | | \$82 |
| Legal Support/Expert Witness Services/Testimony | | 150% of above rates |
| Support Positions | | |
| Senior GIS/CAD Specialist | | \$99 |
| Senior Technician | | \$99 |
| Senior Administrator | | \$85 |
| GIS/CAD Specialist | | \$85 |
| Technician | | \$84 |
| Administrator | | \$74 |
| Clerical Support | | \$74 |
| Other Fees and Costs | | |
| Subcontracts/ Management Fee | Professional services | 15% |
| | Outside laboratory services | 15% |
| | Construction subcontracts | 15% |
| Other Costs | Travel (auto) | \$0.64/mile |
| | Travel (other) | Cost +10% |
| | Per diem | Prevailing State rate +10% |
| | Other direct expenses | Cost +10% |
| | Field and laboratory testing/equipment rental | See following pages |

This fee schedule is subject to change according to contract or Professional Services Agreement conditions. A surcharge fee of 2.3%, which is equal to our processing fees, will be applied to payments by credit card. There is no surcharge fee on debit cards.

Hydrogeologic Equipment Rental Schedule
January 1, 2021

| <u>Equipment</u> | <u>Unit</u> | <u>Rate</u> |
|---|-------------------|----------------------|
| Water Level Transducer and Data Logger | Per day | \$25 |
| Field Laptop Computer | Per day | \$40 |
| Electric Water Level Sounder(s) | 0 to 300 ft | Flat fee per project |
| | over 300 ft | Flat fee per project |
| | | \$30 |
| | | \$60 |
| DC Submersible Purge Pump (Single Stage) | Per pump | List price + 10% |
| DC Submersible Purge Pump (Dual Stage) | Per pump | List price + 10% |
| Double-Ring Infiltrometer | Per day | \$50 |
| Schonstedt Gradient Magnetometer | Per day | \$75 |
| Geonics EM-61 Metal Detector | Per day | \$500 |
| Downhole Gamma/Resistivity/Temperature Logging Equipment | Per day | \$500 |
| Downhole Caliper Logging Equipment | Per day | \$350 |
| Draw Works | Per day | \$600 |
| Mechanical Sieve Sample Equipment | Flat fee per well | \$50 |
| 2-inch Gasoline-powered Centrifugal Pump (includes hoses) | Per day | \$100 |
| 2-inch Submersible Pump + Controller | Per day | \$180 |
| Generator & Fuel | Per day | \$70 |
| Hand Auger | Per day | \$50 |
| Survey Gear (laser level & rod) | Per day | \$85 |
| FlowTracker Acoustic Doppler Velocimeter | Per day | \$200 |
| Stream Gaging Equipment | | |
| pH Field Meter | Per day | \$25 |
| GPS | Per day | \$20 |
| Other Equipment | Negotiated | Negotiated |
| Digital Camera | Per day | \$10 |

This fee schedule is subject to change according to contract or Professional Services Agreement conditions. A surcharge fee of 2.3%, which is equal to our processing fees, will be applied to payments by credit card. There is no surcharge fee on debit cards.

Environmental Equipment Rental and Consumable Schedule
January 1, 2021

| <u>Equipment</u> | <u>Unit</u> | <u>Rate</u> |
|--|----------------------|------------------|
| Water Level Transducer and Data Logger | Per day | \$50 |
| Field Laptop Computer | Per day | \$40 |
| Electronic Water Level Sounder | Per day | \$30 |
| Electronic Interface Probe | Per day | \$75 |
| DC Operated Peristaltic Pump | Per day | \$45 |
| 2-inch Gasoline-powered Centrifugal Pump (includes hoses) | Per day | \$100 |
| 2-inch Submersible Pump + Controller | Per day | \$350 |
| Generator & Fuel | Per day | \$70 |
| Low-Flow Bladder Pump | Per day | \$175 |
| Photoionization Detector | Per day | \$75 |
| Combustible Gas Indicator | Per day | \$65 |
| GPS | Per day | \$20 |
| Water Quality Meter | Per day | \$200 |
| Teflon Water Bailer | Per day | \$30 |
| Soil Sampling Equipment (manual) | Per day | \$25 |
| Mechanical Sieve Sample Equipment | Flat fee per project | \$50 |
| Survey Gear (laser level & rod) | Per day | \$85 |
| pH Field Meter (soils) | Per day | \$50 |
| Soil Vapor Extraction System | Per month | \$750 |
| Digital Camera | Per day | \$10 |
| Hand Auger | Per day | \$50 |
| Other Equipment | Negotiated | Negotiated |
| <u>Consumable Items:</u> | | |
| Polyethylene Purge/Sampling Tubing | Each 10 feet | \$2.50 |
| DC Submersible Purge Pump (Single stage) | Per pump | List price + 10% |
| DC Submersible Purge Pump (Dual Stage) | Per pump | List price + 10% |
| Silicone Peristaltic Pump Head Tubing | Each foot | \$4.00 |
| Bladders for Low-Flow Bladder Pump | Each | \$5.00 |
| Water Sample Bailer | Each | \$10 |
| Bailer Rope/String | Each 10 feet | \$1.00 |
| Personal Protection Equipment | Per day per person | \$50 |

This fee schedule is subject to change according to contract or Professional Services Agreement conditions. A surcharge fee of 2.3%, which is equal to our processing fees, will be applied to payments by credit card. There is no surcharge fee on debit cards.

**Geotechnical Field and Laboratory Testing Schedule
January 1, 2021**

| <u>Test</u> | | <u>Fee</u> |
|---|----------|---------------------------|
| Portable Nuclear Density Gauge | Per Hour | \$5.00 |
| Slope Inclinometer | Per day | \$250 |
| Direct Shear | Point | \$200 |
| Moisture-Density Relationship Curves: | Each | 1 pt \$120 |
| | Each | Multiple pts \$225 |
| Sieve Analyses (Gradations-Wet Sieve) Bulk Sieve (if gravelly or >10lb) | Each | \$150 |
| | Add | \$70 |
| 200 Wash | Each | \$80 |
| Hydrometer Analysis | Each | \$175 |
| Falling Head Permeability | Each | \$165 |
| Atterberg Limits (Liquid Limit and Plastic Limit) | Each | \$220 |
| Moisture Content | Each | \$12 |
| Dynamic Cone Penetrometer Points | Day | \$225 |
| | Each | \$20 |
| Resistivity 4-point Gauge | Day | \$300 |
| Hand Auger | Per day | \$50 |
| Consolidation Test Incremental Loading (9 loads, 0.125 TSF to 32 TSF, 4 unloads) | | \$550 |
| | | \$50/each additional load |
| Shelby Tube Extrusion/Sample Description | | \$40 |
| Single-Ring Infiltrometer | Per day | \$50 |

This fee schedule is subject to change according to contract or Professional Services Agreement conditions. A surcharge fee of 2.3%, which is equal to our processing fees, will be applied to payments by credit card. There is no surcharge fee on debit cards.



AAR TESTING AND INSPECTIONS, INC.
STANDARD SCHEDULE OF FEES AND CHARGES
CONSTRUCTION MATERIAL TESTING AND INSPECTION SERVICES

| PROFESSIONAL SERVICES | Unit | Rate |
|---|-------------|-------------|
| Reinforced Concrete, Reinforced Masonry, Pre-Stressed / Post-Tensioned Concrete, Shotcrete, Concrete Batch Plant, Piling, Grout, Spray Applied Fireproofing, Epoxy, Proprietary Anchors Inspection and Pre-Con Meetings | Hour | \$ 67.00 |
| Nuclear Method, In Place Density Test (ASTM D 2922, D 2950, C 1040) | Hour | \$ 70.00 |
| Structural Steel, Bolting and Visual Welding Inspection | Hour | \$ 70.00 |
| Weld Non Destructive Testing, Ultrasonic, Magnetic Particle and Dye Penetrant | Hour | \$ 77.00 |
| Concrete Rebound Hammer Test (ASTM C 805) | Hour | \$ 90.00 |
| Pachometer Tests | Hour | \$ 90.00 |
| Anchor Bolt Pull Test, One Man Crew | Hour | \$ 90.00 |
| Anchor Bolt Pull Test, Two Man Crew | Hour | \$ 150.00 |

| CONCRETE LABORATORY TESTING | Unit | Rate |
|---|-------------|-------------|
| Compression Strength Test, Cast by AAR (ASTM C 39) | Each | \$ 22.00 |
| Compression Strength Test, Cast / Delivered by Others (ASTM C 39) | Each | \$ 35.00 |
| Compression Strength Test for Core Specimen (ASTM C 42, C 513) | Each | \$ 45.00 |
| Flexural Strength Test (ASTM C 78, C 513) | Each | \$ 80.00 |
| Compressive Strength Test, Sawed Section (ASTM C 42) | Each | \$ 80.00 |
| Unit Weight / Density Test of Normal Concrete | Each | \$ 50.00 |
| Unit Weight / Density Test of Light Weight Concrete | Each | \$ 100.00 |

| SHOTCRETE LABORATORY TESTING | Unit | Rate |
|--|-------------|-------------|
| Compression Test (Includes four cores per panel) | Each | \$ 230.00 |
| Additional Cores | Each | \$ 45.00 |

| SOILS AND AGGREGATE LABORATORY TESTING | Unit | Rate |
|---|-------------|-------------|
| Dry Sieve Analysis | Each | \$ 75.00 |
| Wet Sieve Analysis | Each | \$ 95.00 |
| Wet Sieve Analysis with Moisture Content | Each | \$ 100.00 |
| Passing #200 Sieve (ASTM D 1140) | Each | \$ 75.00 |
| Bulk Sieve Analysis, Large Aggregate | Hour | \$ 67.00 |
| Sieve Analysis with Hydrometer | Each | \$ 200.00 |
| Moisture / Density Relationship | Each | \$ 180.00 |
| Natural Moisture Content | Each | \$ 25.00 |
| Organic Impurities (ASTM C 40) | Each | \$ 130.00 |
| Lightweight Pieces in Aggregate | Each | \$ 125.00 |
| Expansive Breakdown | Each | \$ 150.00 |
| Degradation of Fine Aggregate | Each | \$ 85.00 |
| Flat and Elongated Pieces | Each | \$ 85.00 |
| Fracture Face Count (WSDOT 103) | Each | \$ 75.00 |
| Sand Equivalent | Each | \$ 75.00 |
| LA Abrasion | Each | \$ 275.00 |



AAR TESTING AND INSPECTIONS, INC.
STANDARD SCHEDULE OF FEES AND CHARGES
CONSTRUCTION MATERIAL TESTING AND INSPECTION SERVICES

| ASPHALTIC CONCRETE | Unit | Rate |
|--|-------------|-------------|
| Rice Density | Each | \$ 85.00 |
| Sieve Analysis of Extracted Aggregate | Each | \$ 95.00 |
| Length of Asphalt Cores | Each | \$ 20.00 |
| Density of Compacted Asphalt | Each | \$ 50.00 |
| Density of Compacted Asphalt with Paraffin Coating | Each | \$ 70.00 |
| Asphalt Concrete Content by Ignition Oven | Each | \$ 160.00 |
| Oven Correction Factor Determination | Each | \$ 320.00 |

| MISCELLANEOUS | Unit | Rate |
|------------------------------------|-------------|-------------|
| Inspector Travel Mileage, Per Mile | Per Mile | \$ 0.65 |
| Sample Pickup Mileage, Per Mile | Per Mile | \$ 1.00 |

| NOTES |
|---|
| <p>1. For Professional Services, overtime charge is 1.5 times the basic rate. Overtime rate applies to all work in excess of 8 hours per day, or work performed before 6:00 AM or after 6:00 PM, and on Saturdays. Work performed on Sundays or during AAR recognized holidays is charged at 2.0 times the basic rate.</p> <p>2. Field Inspection Services must be scheduled by 4:00 PM the day before services are required.</p> <p>3. A minimum of 4 hours, portal to portal will be charged per assigned field inspector and minimum 2 hours for cancellations.</p> <p>4. All contaminated soils and material will be returned to client for proper disposal.</p> <p>5. All samples will be disposed of one week after completion of test(s). Samples with non-conforming test results will be stored only 30 days after completion of test(s).</p> <p>6. Laboratory test prices do not include labor for casting, preparation and delivery of samples and specimens to the laboratory.</p> <p>7. Most laboratory tests are performed in 3 to 5 working days, in the order received, unless a rush work order is requested. Rush work order rates are typically 1.5 times the standard rate.</p> |

EXHIBIT D

SUBCONSULTANT LIST

AAR Testing Laboratory, Inc.
7126 - 180th Avenue NE, Suite C101
Redmond, Washington 98052
425-881-5812

Environmental Drilling, Inc.
10919 - 159th Avenue SE
Snohomish, Washington 98290
360-568-2045

CN Drilling
204 NW 58th Street
Seattle, Washington 98107
206-706-8198

NW Excavating
PO Box 13857
Mill Creek, Washington 98082
425-745-6159

Carey Brother's Rockeries, LLC
17804 - 146th Avenue NE
Woodinville, Washington 98072
206-730-9537

In Situ Engineering
6232 195th Avenue SE
Snohomish, Washington 98290
360-568-2807

GPRS Subsurface Scanning Solutions
Seattle
206-200-9293

Libby Environmental, Inc.
4139 Libby Road NE
Olympia, Washington 98506
360-352-2110

AM Test, Inc.
13600 NE 126th Place, Suite C
Kirkland, Washington 98034
425-885-1664

Applied Professional Services, Inc.
43530 SE North Bend Way
North Bend, Washington 98045
425-954-8436

Holocene Drilling, Inc.
11412 - 62nd Avenue East
Puyallup, Washington 98373
253-848-6500

Holt Services, Inc.
10621 Todd Road East
Puyallup, Washington 98372
253-604-4878

Gregory Drilling, Inc.
17609 NE 70th Street
Redmond, Washington 98052
425-869-2372

EXHIBIT E

MONROE CODE OF ETHICS

Chapter 2.52 CODE OF ETHICS

Sections:

- 2.52.010 Purpose – Construction.
- 2.52.020 *Repealed.*
- 2.52.030 Award of contracts prohibited.
- 2.52.040 *Repealed.*
- 2.52.050 *Repealed.*
- 2.52.060 *Repealed.*

2.52.010 Purpose – Construction.

The city of Monroe hereby adopts the code of ethics for municipal officers codified at Chapter 42.23 RCW, inclusive of any future amendments thereof. It is the city’s specific intent that the ethical standards set forth at Chapter 42.23 RCW shall govern the conduct of municipal officers within the city of Monroe. Except as expressly provided in this chapter, and Chapter 4.30, Ethics Board, the city disclaims any intent to impose substantive standards of conduct that are more stringent than or otherwise different from those set forth in Chapter 42.23 RCW with respect to the subject matter of said chapter.

2.52.020 *Repealed.*

2.52.030 Award of contracts prohibited.

Members of the city of Monroe, Washington, boards, commissions, and city staff are prohibited from being awarded contracts with the city. Exceptions to this rule are those covered by the CBA, RCW and WAC. This section was submitted to the Monroe city council as an initiative with enough required signatures to be submitted to the voters. The city council adopted the initiative as an ordinance as an alternative to placing on the ballot. Consequently, to the extent required by law, this subsection shall be construed as superseding any conflicting city requirements or requirements that otherwise operate to illegally amend the requirements of an initiative.

2.52.040 *Repealed.*

2.52.050 *Repealed.*

2.52.060 *Repealed.*

EXHIBIT F

TITLE VI

During the performance of this contract, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “consultant”) agrees as follows:

- 1. Compliance With Regulations** – The consultant shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of United States Department of Transportation (USDOT), 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 contract.
- 2. Nondiscrimination** – The consultant, with regard to the work performed by it during the contract, 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 the contract covers a program set forth in Appendix B of the Regulations.
- 3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment** – In all solicitations either by competitive bidding or negotiations made by the consultant for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the consultant of the consultant’s obligations under this contract and the Regulations relative to nondiscrimination 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 contracting agency or the appropriate federal agency 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 WSDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance** – In the event of the consultant’s noncompliance with the nondiscrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

 - Withholding of payments to the consultant under the contract until the consultant complies, and/or;
 - Cancellation, termination, or suspension of the contract, 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 contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the consultant may request WSDOT enter into such litigation to protect the interests of the state and, in addition, the consultant may request the USDOT enter into such litigation to protect the interests of the United States.



| CONSULTANT AGREEMENT | |
|---|---|
| PROJECT TITLE AND IDENTIFICATION NUMBER 1 2021 Geotechnical Services | WORK DESCRIPTION 2 Geotechnical Design Services, Special Inspections and Testing |
| CONSULTANT 3 Aspect Consulting, LLC 710 Second Avenue, Suite 550 Seattle, WA 98104 | CONSULTANT CONTACT NAME, AND TELEPHONE NO. 4 Chip Barnett (425) 765-2183 |
| FEDERAL I.D. NO. 5 91-2149055 | BUDGET OR FUNDING SOURCE 6 Funding is project specific, and per project task order. |
| PROJECT ADMINISTRATOR NAME, ADDRESS AND TELEPHONE NO. 7 Scott Peterson 806 W Main Street Monroe, WA 98272 360-754-1532 | MAXIMUM AMOUNT PAYABLE, IF ANY 8 Per agreed contract fee schedule and individual project estimates. ** City of Monroe Business License required to receive NTP ** |
| COMPLETION DATE 9 January 1, 2021 through December 31, 2021 with an opportunity for two (2), one year extensions upon city approval. | 10 <input type="checkbox"/> Lump Sum <input type="checkbox"/> Cost Plus a Fixed Fee <input checked="" type="checkbox"/> Schedule Rate/Time and Materials <input type="checkbox"/> Time and Materials/Not to Exceed |

THIS AGREEMENT is entered into on January 12, 2021 between the City of Monroe, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced project; and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Retention of Consultant - Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement. CONSULTANT will perform all services consistent with recognized standards of professionals in the same locality and involving similar conditions.

2. Completion of Work. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT, or due to an existing task order in process and continuing beyond the existing contract period. All such extensions shall be in writing and shall be executed by both parties.

3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 30 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. Changes in Work. The CONSULTANT shall promptly make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective

changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY; this work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work.

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute as provided in Section 18. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

6. Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT. Electronic versions of all work products shall be provided to the CITY in a format compatible with CITY software, except to the extent expressly waived in the attached exhibits.

7. Independent Contractor. The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

8. Indemnity. The Consultant shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, caused by or resulting from the actual or alleged negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to

property caused by or resulting from the concurrent negligence of the Consultant and the Public Entity, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

9. Insurance. The CONSULTANT shall procure and maintain for the duration of the agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

A. Insurance Term

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. No Limitation

The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Consultant shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

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

4. Professional Liability insurance appropriate to the Consultant's profession.

D. Minimum Amounts of Insurance

The Consultant 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 \$2,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

E. Other Insurance Provision

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

F. Acceptability of Insurers

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

G. Verification of Coverage

The Consultant shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

H. Notice of Cancellation

The Consultant shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement 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 Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Consultant from the Public Entity.

J. Public Entity Full Availability of Consultant Limits

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

10. Records Retention and Disclosure. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business

hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose. The CONSULTANT shall also provide a complete electronic copy of all reports, plans, and specifications upon completion of the work or upon request of the CITY.

Separate from and additional to the foregoing, the CONSULTANT shall fully cooperate with and assist the CITY with respect to any request for public records received by the CITY and related to any public records generated, produced, created and/or possessed by the CONSULTANT and related to the services performed under this agreement. Upon written demand by the CITY, the CONSULTANT shall furnish the CITY with full and complete copies of any such records within five business days.

The CONSULTANT's failure to timely provide such records upon demand shall be deemed a material breach of this agreement. To the extent that the CITY incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, the CONSULTANT shall fully indemnify and hold harmless the CITY as set forth in Section 8.

For purposes of this section, the term "public records" shall have the same meaning as defined by Chapter 42.17 RCW and Chapter 42.56 RCW, as said chapters have been construed by Washington courts.

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

11. Notices. All notices required to be given by either party to the other under this agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

12. Project Administrator. The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it generally meets the requirements of this agreement, and for reviewing, monitoring and approving the general quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator. Provided, that nothing in this section shall be construed as altering the CONSULTANT'S duty of care or otherwise limiting, abridging, waiving or reducing the CONSULTANT'S obligations under this agreement.

13. Conflict Amongst Main Agreement and Attachments. In case of conflict between the Exhibits to this agreement and the portions of this agreement preceding the signature lines (Sections 1-24), the terms of Sections 1-24 shall prevail. Any limitations on liability and indemnification expressed in the attached exhibits beyond those specified in Sections 8 and 9 (prior to signature line) shall be null and void.

14. Termination. The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified in Box 3 on page 1. In the event that this agreement is terminated by the CITY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services satisfactorily performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another

firm to complete the work required, and the time which may be required to do so.

15. Non-Discrimination. The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

16. Subcontracting or Assignment. The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any subconsultants approved by the CITY at the outset of this agreement are named on Exhibit D attached hereto and incorporated herein by this reference as if set forth in full.

17. Non-Waiver. Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

18. Resolution of Disputes; Governing Law and Venue. This agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises out of or in connection with this agreement, including any question regarding its existence, enforceability, interpretation, or validity, the parties will, if practicable, meet and confer in good faith for a period of fourteen (14) days to attempt to resolve such dispute without an adversary proceeding. If at the end of the fourteen (14) day period such attempt at resolution is unsuccessful, the parties may resort to litigation. The exclusive venue for any litigation arising out of this agreement shall be the Snohomish County Superior Court. The substantially prevailing party in any such litigation shall be entitled to an award of its reasonable attorneys' fees.

19. Taxes. The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

20. Code of Ethics. The CONSULTANT and all subconsultants/subcontractors shall also comply with the Monroe Code of Ethics (Exhibit E), Chapter 2.52 MMC. Any violation of Chapter 2.52 MMC by the CONSULTANT or any of its subconsultants/subcontractors shall be considered a material breach of this Agreement.

21. Entire Agreement. This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

22. Legal Compliance. In the performance of work under this agreement, the CONSULTANT shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to the CONSULTANT's business, equipment, and personnel engaged in operations covered by this agreement or accruing out of the performance of such operations.

23. Risk of Loss. The CONSULTANT shall be solely responsible for the safety of its

employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at the CONSULTANT's own risk, and the CONSULTANT shall be solely responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

24. City of Monroe Business License: The Consultant shall be solely responsible for obtaining a City of Monroe Business License prior to any work commencing per the Monroe Municipal Code 5.02.030.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CONSULTANT: Aspect Consulting, LLC.

CITY OF MONROE:



Geoffrey Thomas, City Mayor

By: Erik O. Andersen, PE

Title: Principal Geotechnical Engineer

ATTEST/AUTHENTICATED:

Rabecca R. Hasart, Interim City Clerk

EXHIBIT A

SCOPE OF WORK

SERVICES

Provide services for both Capital Improvement Projects and Public Works Operations and Maintenance Projects. Technical services include, but are not limited to:

Engineering Services

- Geology / Hydrogeology Services
- Groundwater Investigation, Mounding Analysis, & Monitoring
- Soil Sampling / Subsurface Investigation
- Retaining Structures Design (Rockeries, Soldier Pile, Gabion, etc.)
- Soil Infiltration Rate Testing / Determination
- Roadway Pavement Design (HMA, PCC, Pervious Pavements)
- Slope Stability Evaluation
- Foundation Bearing Capacity, Settlement, & Design
- Non-Destructive Testing of Existing Pavements and Subgrade
- Certified Erosion & Sediment Control Lead Design & Inspection Services
- Low Impact Design

Special Inspections

- Earthwork Observation
- Compaction Testing
- Asphalt Sampling & Testing
- Concrete Sampling & Testing
- Aggregate Sampling & Testing
- Concrete & Asphalt Coring & Testing

Other Services

- Ground Penetrating Radar
- Certified Erosion & Sediment Control Lead (CESCL)
- In-Situ Infiltration Testing

All inspection reports must be delivered to the City upon completion of the test. An electronic delivery is acceptable.

If the City requests special inspections services prior to 3:00pm during a working day, the consultant shall be available onsite to perform the required inspections the following working day.

AUTHORIZATION

This agreement will be organized by Task Orders. The CONSULTANT will receive a request outlining the work in sufficient detail so as to allow the CONSULTANT to provide a cost estimate specific to each task order. The amount established for each task order will be the maximum amount payable for that order unless modified in writing by the CITY. The CITY is not obligated

to assign any specific number of tasks to the CONSULTANT. The CITY'S and CONSULTANT'S obligations hereunder are limited to tasks assigned in writing. A specific scope of work will be written for each Task Order requested by the CITY. Work on Task Orders will not begin without written Notice to Proceed from the CITY.

EXHIBIT B

COMPLETION SCHEDULE

Contract is scheduled for completion: December 31, 2021.

At the close of 2021 this agreement will have an opportunity for two, one year extensions upon city approval.

Individual projects are due after the CITY has authorized the work and agrees with the estimated time frame and charges.

The CONSULTANT shall notify the CITY of anticipated start work date and anticipated delivery date.

EXHIBIT C
FEE SCHEDULE



200516 - SCHEDULE OF CHARGES

Effective January 2021

Unless otherwise stated in the proposal or services agreement, current rates are as follows:

| PERSONNEL CHARGES: ENGINEERS, SCIENTISTS, AND ANALYSTS | Hourly Rate |
|--|-------------|
| <i>Principals and Associates</i> | |
| Principal Scientist/Engineer/Analyst 2 | \$274 |
| Principal Scientist/Engineer/Analyst 1 | \$259 |
| Sr. Associate Scientist/Engineer/Analyst | \$239 |
| Associate Scientist/Engineer/Analyst | \$224 |
| <i>Technical Professionals</i> | |
| Senior Scientist/Engineer/Analyst 3 | \$224 |
| Senior Scientist/Engineer/Analyst 2 | \$210 |
| Senior Scientist/Engineer/Analyst 1 | \$196 |
| Project Scientist/Engineer/Analyst 3 | \$180 |
| Project Scientist/Engineer/Analyst 2 | \$166 |
| Project Scientist/Engineer/Analyst 1 | \$156 |
| Staff Scientist/Engineer/Analyst 3 | \$144 |
| Staff Scientist/Engineer/Analyst 2 | \$130 |
| Staff Scientist/Engineer/Analyst 1 | \$121 |

| PERSONNEL CHARGES: TECHNICAL AND PROJECT SUPPORT STAFF | Hourly Rate |
|--|-------------|
| <i>Field/Construction Staff</i> | |
| Field/Construction Supervisor | \$133 |
| Field Technician 2 | \$108 |
| Field Technician 1 | \$101 |
| <i>Design, CAD, and Graphics Staff</i> | |
| Engineering Designer | \$156 |
| Sr. CAD Technician/Specialist | \$140 |
| CAD Technician | \$124 |
| <i>Technical Editing and Project Operations</i> | |
| Sr. Technical Editor | \$125 |
| Technical Editor / Project Coordinator 3 | \$113 |
| Project Coordinator 2 | \$105 |
| Project Coordinator 1 | \$100 |

| PERSONNEL CHARGES: TECHNOLOGY AND SOFTWARE DEVELOPMENT | Hourly Rate |
|--|-------------|
| Sr. Technology Project Manager | \$233 |
| Technology Project Manager | \$216 |
| Senior Software/Database Architect/Developer | \$222 |
| Software/Database Architect/Developer | \$194 |

| OTHER DISBURSEMENT CHARGES | |
|--|----------------------------------|
| Legal Testimony (4-hour minimum) | \$350/hr |
| Mileage | Federal Gov Rate Plus 15% |
| Subcontractors and Miscellaneous Expenses | Cost Plus 15% |
| <i>Other equipment, rentals, and expenses will be provided on a per job basis.</i> | |

Client acknowledges that Aspect will adjust the Schedule of Charges annually, and that the Agreement will remain valid for any and all annually adjusted Schedule of Charges.

EXHIBIT D

SUBCONSULTANT LIST

Hayre McElroy and Associates, LLC (fee schedule on next page)



**2020/2021 FEE SCHEDULE FOR
GEOTECHNICAL SERVICES**

STAFF RATES

| | |
|--|------------------|
| Principal Engineer/Senior Project Manager/QA | \$ 160.00 / hour |
| Geotechnical Inspector/Soil Testing Technician | \$ 80.00 / hour |
| Administrative/Dispatch..... | \$ 80.00 / hour |

GEOTECHNICAL/MATERIALS TESTING EQUIPMENT CHARGES

| | |
|--------------------------------|----------------|
| Nuclear Densometer Gauge | \$ 60.00 / day |
|--------------------------------|----------------|

Note: Equipment charges do not include hourly labor fees

SOIL AND AGGREGATE TESTS

| | | |
|---|------------------------|------------------|
| Standard 4" Mold | D 698 Method A | \$ 245.00/ each |
| Standard 6" Mold | D 698 Method B, C | \$ 265.00/ each |
| Modified, 4" Mold | D 1557 Method A | \$ 265.00/ each |
| Modified, 6" Mold | D 1557 Method B, C | \$ 295.00/ each |
| Check Point..... | | \$ 95.00 / each |
| Oversized Correction | | \$ 35.00 / each |
| Sieve Analysis, Coarse Including Wash..... | C 136 | \$ 120.00/ each |
| Sieve Analysis, Coarse and Fine Including Wash (and hydrometer) | D 422 | \$ 295.00/ each |
| Minus No. 200 Wash..... | D 1140 | \$ 85.00 / each |
| Plasticity Index/Atterberg Limits..... | D 4318 | \$ 175.00/ each |
| Ash and Organic Matter | D 2974 | \$ 125.00/ each |
| Specific Gravity..... | C 127, C 128, D 854 | \$ 80.00 / each |
| Moisture Determination and Unit Weight (Tube Sample)..... | D 2216, D 2937, D 4643 | \$ 65.00 / each |
| Moisture Determination Only..... | D 2216, D 4643 | \$ 25.00 / each |
| Sand Equivalent (Set of 3) | D 2419 | \$ 140.00/ set |
| LA Abrasion | C 131/C 535 | \$ 395.00/ each |
| Flat and Elongated Particles | D 4791 | \$ 95.00 / each |
| Fractured Faces in Coarse Aggregate | D 5821 | \$ 130.00/ each |
| Clay Lumps and Friable Particles | C 142 | \$ 195.00/ each |
| Bulk Density (Unit Weight and Voids in Aggregate) | C 29/C 29M | \$ 80.00 / each |
| Organic Impurities..... | C 40 | \$ 60.00 / each |
| Specific Gravity and Absorption of Fine Aggregate..... | C 128 | \$ 125.00 / each |
| Specific Gravity and Absorption of Coarse Aggregate | C 127 | \$ 125.00 / each |
| Aggregate Soundness..... | C 88 | \$ 475.00 / each |
| California Bearing Ratio (1 Point)..... | D 1883 | \$ 385.00 / each |
| California Bearing Ratio (3 Point)..... | D 1883 | \$ 895.00 / each |
| ASR Testing – Fine or Coarse Aggregate – Short Term..... | C 1260 | \$2,600.00/ each |
| ASR Testing – Fine or Coarse Aggregate – Long Term | C 1293 | \$3,900.00/ each |
| ASR Testing – Blended (SCM) – Short Term..... | C 1567 | \$2,950.00/ each |
| Petrographic Testing – Fine or Coarse | C 295 | \$3,600.00/ each |
| Unconfined Compression (No Strain Data Provided)..... | D 2166 | \$ 95.00 / each |
| Sample Tube Extrusion..... | | \$ 90.00 / each |
| Sample Tube Soil Classification with Photographic Report | | \$ 175.00 / each |
| Sample Trimming (if required)..... | | \$ 45.00 / end |
| Classification for Engineering Purposes (Excluding Index Tests) | D 2487 | \$ 60.00 / each |
| Sample Preparation (if required) | | \$ 90.00 / hour |

CORROSION POTENTIAL TESTS

| | | |
|----------------------|-------------------------|-----------------|
| Resistivity..... | G 187 | \$ 95.00 / each |
| Chloride..... | | \$ 75.00 / each |
| pH..... | G 51/SW-846 Method 9045 | \$ 45.00 / each |
| Redox Potential..... | | \$ 80.00 / each |

ASPHALT

| | | |
|--|----------------|------------------|
| Extraction, % Bitumen, with Gradation..... | | \$ 395.00 / each |
| Unit Weight of Core or Compacted Sample..... | D 1188, D 2726 | \$ 85.00 / each |
| Maximum Theoretical Specific Gravity (Rice Method) | D 2041 | \$ 160.00 / each |
| Moisture Content..... | D 2726 | \$ 45.00 / each |
| Bulk Specific Gravity..... | D 2726 | \$ 85.00 / each |
| Hazardous Waste Disposal Fee per Sample | | \$ 40.00 / each |

OTHER

| | | |
|---|--|------------------|
| Mileage (portal to portal) | | \$ 0.70 / mile |
| Field Vehicle (Full Day)..... | | \$ 75.00 / day |
| Field Vehicle (Half Day) | | \$ 40.00 / day |
| Building Code Required Final Letter (PE Stamped)..... | | \$ 250.00 / each |

Overtime and Rush Services are billed at 1.50 times the standard rate. Rush Services are defined as laboratory testing results required in less than 72 hours from the time requested or the minimum time required to meet ASTM Standards. Staff overtime includes time in excess of 8 hours per day, greater than 40 hours per week, off-shift, or weekend work. Off Sift work is defined as work outside of the hours between 07:00 and 17:00. Work required on State observed holidays are billed at 2.0 times the standard rate. Field service requests canceled after 4:00 pm the day prior will incur a 4-hour minimum charge. All inspection and testing will be billed at a 4-hour minimum charge.

Rates will increase by 3% on January 1 each year, effective beginning January 1, 2022, provided rates are not superseded by a revised fee schedule and contract.

Active work will incur a minimum of 1 hour of Project Management/QA and 1 hour of Administrative charges, or 7% of the total fee, whichever is greater. These minimum fees apply irrespective of the size of the project to account for the costs associated with proposing and contracting work. Services consisting of only laboratory testing, provided no additional engineering or personnel support is requested, shall bill only at the fee schedule rates shown with no added QA/Management/Administrative fees.

EXHIBIT E

MONROE CODE OF ETHICS

Chapter 2.52 CODE OF ETHICS

Sections:

- 2.52.010 Purpose – Construction.
- 2.52.020 *Repealed.*
- 2.52.030 Award of contracts prohibited.
- 2.52.040 *Repealed.*
- 2.52.050 *Repealed.*
- 2.52.060 *Repealed.*

2.52.010 Purpose – Construction.

The city of Monroe hereby adopts the code of ethics for municipal officers codified at Chapter 42.23 RCW, inclusive of any future amendments thereof. It is the city’s specific intent that the ethical standards set forth at Chapter 42.23 RCW shall govern the conduct of municipal officers within the city of Monroe. Except as expressly provided in this chapter, and Chapter 4.30, Ethics Board, the city disclaims any intent to impose substantive standards of conduct that are more stringent than or otherwise different from those set forth in Chapter 42.23 RCW with respect to the subject matter of said chapter.

2.52.020 *Repealed.*

2.52.030 Award of contracts prohibited.

Members of the city of Monroe, Washington, boards, commissions, and city staff are prohibited from being awarded contracts with the city. Exceptions to this rule are those covered by the CBA, RCW and WAC. This section was submitted to the Monroe city council as an initiative with enough required signatures to be submitted to the voters. The city council adopted the initiative as an ordinance as an alternative to placing on the ballot. Consequently, to the extent required by law, this subsection shall be construed as superseding any conflicting city requirements or requirements that otherwise operate to illegally amend the requirements of an initiative.

2.52.040 *Repealed.*

2.52.050 *Repealed.*

2.52.060 *Repealed.*

EXHIBIT F

TITLE VI

During the performance of this contract, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “consultant”) agrees as follows:

1. Compliance With Regulations – The consultant shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of United States Department of Transportation (USDOT), 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 contract.

2. Nondiscrimination – The consultant, with regard to the work performed by it during the contract, 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 the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment – In all solicitations either by competitive bidding or negotiations made by the consultant for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the consultant of the consultant’s obligations under this contract and the Regulations relative to nondiscrimination 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 contracting agency or the appropriate federal agency 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 WSDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance – In the event of the consultant’s noncompliance with the nondiscrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the consultant under the contract until the consultant complies, and/or;
- Cancellation, termination, or suspension of the contract, 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 contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the consultant may request WSDOT enter into such litigation to protect the interests of the state and, in addition, the consultant may request the USDOT enter into such litigation to protect the interests of the United States.



AGENDA BILL

Meeting Date: January 12, 2021

Staff Contact: Kim Klinkers, Senior Engineer

Department: Public Works

SUBJECT: Award Bid / Authorize Mayor to Sign Contract with McClure and Sons, Inc. for Department of Corrections (DOC) Second Reservoir Project

PREVIOUS DISCUSSION:

1/22/2019; 7/23/2019; 10/13/2020; 10/27/2020

PUBLIC HEARING(S):

06/18/2020 for Conditional Use Permit CUP2020-01

REQUESTED ACTION:

Move to award the Department of Corrections (DOC) Second Reservoir Project, M2019-0007, construction contract in the amount of \$2,271,817; authorize the Mayor to sign the construction contract thereto; and expressly authorize a contingency amount up to twenty percent to address further minor revisions as deemed necessary or appropriate per Section 5 of the Procurement Policies & Procedures.

POLICY CONSIDERATIONS:

In accordance with Section 5 of the Procurement Policies & Procedures, projects costing more than \$100,000 require City Council approval.

DESCRIPTION/BACKGROUND:

The City of Monroe 2015 Comprehensive Plan identifies the need for a second reservoir on the Department of Corrections (DOC) property to meet fire flow requirements, priority W-1. The new 850,000 gallon welded steel reservoir with an approximate 73-foot diameter, will be located next to the existing 750,000 gallon reservoir on the DOC property. Refer to the attached vicinity map. The scope of this project also includes construction of associated piping, site access improvements, site drainage facilities, and hand railing on the existing reservoir.

On January 22, 2019, the Council authorized the preparation of plans and specifications and solicitation of bids for construction of the 2019 Capital Improvement Projects, which included the DOC Second Reservoir. Murraysmith, Inc. was selected to provide design consultant services. The agreement with Murraysmith was authorized by Council at the July 23, 2019 regular business meeting. Construction phase services will also be provided by Murraysmith

who will take the lead role for all construction administration, management, and inspection services, with support from the City. This consultant agreement was authorized by Council at the October 13, 2020 regular business meeting.

The DOC Second Reservoir Project was advertised for contractor bids in the Daily Journal of Commerce on August 25, September 1, and September 15, 2020. The Engineer’s probable cost opinion was \$3,200,000. Four bids were received and opened on September 23, 2020, with bids ranging from \$2,339,020 to \$2,497,232, inclusive of sales tax.

After the bid opening, one bidder submitted a protest to the award process, expressing concern over the validity of supplemental bidder criteria found in the instructions to bidders and the corresponding validity of one of the other bids. City staff evaluated the protest, including the potential delay and additional cost that would be incurred in resolving the issue, and determined the most expedient and cost-effective course of action would be to reject all bids. Council adopted Resolution 022/2020 rejecting all bids for construction of the DOC Second Reservoir at the October 27, 2020 regular business meeting.

The contract documents were revised to clarify the bidder criteria requirements and the project was re-advertised for contractor bids in the Daily Journal of Commerce on November 19 and December 1, 2020. The Engineer’s probable cost opinion was revised to \$2,500,000 to align with the current bidding climate. Four bids were received and opened on December 15, 2020, with bids ranging from \$2,271,817 to \$2,373,450, inclusive of sales tax.

The following contractors submitted the two lowest bids:

| | | |
|----------------------|------------------------|--------------|
| Apparent Low: | McClure and Sons, Inc. | \$ 2,271,817 |
| Apparent Second Low: | Stellar J Corporation | \$ 2,336,309 |

After review, state licensing verification, and reference calls, the lowest responsive bidder is McClure and Sons, Inc. and is being offered the construction contract. A bid protest has not been received.

FISCAL IMPACTS:

The 2020 budget included \$3,810,705 for the DOC Second Reservoir Project. This project was originally expected to begin construction in 2020, but due to permitting and bidding delays, construction funds will be expensed in 2021. The approved 2021 budget includes \$1,922,397 for the DOC Second Reservoir Project. As part of authorization of this contract, the 2021 Water CIP Fund 412 will be amended to include the construction contract of \$2,271,817.

A summary of both expensed costs for 2020 and anticipated costs for 2021 are presented in the table below:

| Water Fund 412 | 2020 | 2021 | Total |
|-----------------------|-------------|-------------|--------------|
| Design | \$ 300,000 | - | \$ 300,000 |
| Permitting | \$ 30,000 | - | \$ 30,000 |
| Advertisement | \$ 2,000 | - | \$ 2,000 |

| | | | |
|----------------------------------|-------------------|---------------------|---------------------|
| Construction Contract | - | \$ 2,271,817 | \$ 2,271,817 |
| Construction Management Services | - | \$ 580,000 | \$ 580,000 |
| Total | \$ 332,000 | \$ 2,851,817 | \$ 3,183,817 |

Current project budgets by year are presented in the table below:

| | 2020 | 2021 |
|--------|--------------|---------------|
| Budget | \$ 3,810,705 | \$ 1,922,397* |

*Budget to be amended.

TIME CONSTRAINTS:

Approval is requested by Council to keep with the overall planned timeline for construction to deliver this capital improvement project. Per the contract documents, the Bid Proposal will remain subject to acceptance for forty-five (45) calendar days after the day of the Bid opening. Therefore, the Bid Proposal will remain subject to acceptance until January 29, 2021.

ALTERNATIVES TO REQUESTED ACTION:

1. Do not approve. Provide direction to staff. This will delay the rebid process, which will push the construction activity into the wet season of 2021, causing potential project delays due to unworkable weather conditions.
2. Approve with Council recommendations.

ATTACHMENTS:

[Att1 Vicinity Map](#)

Attachment 1: Vicinity Map

Department of Corrections (DOC) Second Reservoir Project





AGENDA BILL

Meeting Date: January 12, 2021

Staff Contact: Jakeh Roberts, Deputy Public Works Director

Department: Public Works

SUBJECT: Accept Project and Begin Lien Period for Monroe Youth Activities Building Roof Replacement Project with Garland Company

PREVIOUS DISCUSSION:

10/22/2019

REQUESTED ACTION:

Motion to accept the Monroe Youth Activities Building Roof Replacement Project, M2020-0013, and begin the 45-day Lien Period; and authorize release of retainage upon filing of Notice of Completion and receipt of State of Washington releases.

POLICY CONSIDERATIONS:

A project must be accepted by the governing body after all contract work has been completed and required documentation has been received. Once accepted, the Forty-Five-Day Lien Period begins. Within sixty days after project acceptance, and upon receipts of certification from the Department of Labor and Industries, the Department of Revenue, and the Employment Security Department, the governing body shall release any retainage withheld from the contractor.

DESCRIPTION/BACKGROUND:

In February of 2019 the City of Monroe applied for a \$464,000 capital improvement grant through the Washington State Legislature to fund needed replacements and improvements to obsolescent systems within the Monroe Youth Activities Building.

\$454,720 was awarded in June, 2019 by the Department of Commerce to fund roof and gutter repairs, complete ADA accessibility improvements, and replace the obsolescent building heating venting and air conditioning systems.

This portion of the project included replacing the gym roof, repairing gutters, and repairing leaks over the restrooms at a total cost of \$203,000. The Garland Company was awarded the project in June, 2020. Work began in October, 2020, and was substantially completed in December, 2020.

The Monroe Youth Activities building is owned by the City of Monroe and leased to the Boys and Girls Club of Snohomish County for a dollar per year. The building been occupied by the Monroe Boys and Girls Club since its completion in 1997.

FISCAL IMPACTS:

Expenditures for the project are reimbursed by the Department of Commerce. There was no matching requirement or use of City funds to complete the project.

The 2020 approved budget in Fund 307 of \$454,720 includes sufficient funds for this portion of the total project.

Grant administration and staff time spent on project management is not eligible for reimbursement.

| Description | Amount |
|--|---------------|
| Grant Award | \$454,720.00 |
| Garland Roof Replacement and Repair Contract | \$203,000.00 |
| Total Contract Progress Payments | \$193,797.48 |
| Retainage Withheld | \$9,202.52 |

TIME CONSTRAINTS:

Acceptance of the project by the City Council must occur to start the mandatory 45 day lean period.

ALTERNATIVES TO REQUESTED ACTION:

None



AGENDA BILL

Meeting Date: January 12, 2021

Staff Contact: Jim Gardner, Senior Engineer

Department: Public Works

SUBJECT: Authorize Mayor to Sign Agreement with Transpo Group for 147th Signal Civil and Structural Design Services

PREVIOUS DISCUSSION:

6/23/2020; 01/12/2021

PUBLIC HEARING(S):

N/A

REQUESTED ACTION:

Move to authorize the Mayor to sign an agreement with Transpo Group authorizing surveying, civil and structural engineering, and geotechnical and environmental services for the 147th Signal capital project, in an amount not to exceed \$142,331; and expressly authorize further minor revisions as deemed necessary or appropriate.

POLICY CONSIDERATIONS:

In accordance with Section 4.2 of the Procurement Policies & Procedures, contracts costing \$100,000 or more require City Council approval.

DESCRIPTION/BACKGROUND:

In 2018 city staff applied for a federal grant through the Puget Sound Regional Council (PSRC) to fund the design and construction phases of the 147th Signal. If successful, the grant funds would become available for the 2020/2021 biennium. The application did not make the final list to award, but was placed on a contingency list in case additional funding becomes available. In March of 2020, PSRC informed the region's cities and counties that regional funding goals are not being met. To maintain allocation levels to the Puget Sound region, PSRC asked local agencies if a project could start by July if they were moved off the contingency list and awarded a grant. The City of Monroe offered the 147th Signal project as one candidate to help meet their funding goals.

PSRC informed the City on May 29, 2020 of a grant award in the amount of \$116,813 to help support the design phase. City staff began planning for the design phase by soliciting engineering design services in September. Eight firms responded to the advertisement and City staff selected three firms for interviews. Transpo Group was determined to be the most qualified to perform the design work for this project.

City Staff has negotiated a contract for \$142,331.00 with Transpo Group for this work, which includes civil engineering, geotechnical engineering, environmental and surveying and bid support services through 2024 when construction funds become available. Most of the contract (\$129,392) is anticipated being spent during the 2021 fiscal cycle, reserving the remaining contract amount (\$12,939) for subsequent years when this project moves toward construction. Refer to the Consultant Agreement for more information.

FISCAL IMPACTS:

The Design Consultant is requesting \$142,331 to provide a complete set of plans, specifications and estimate by early 2024. Most of the contract (\$129,392) is anticipated being spent during the 2021 fiscal cycle, reserving the remaining contract amount (\$12,939) for assistance when the PSRC construction grant becomes available in 2023/2024.

The approved 2021 budget included \$33,761 for this project. It was hoped that design work could begin in 2020, however the requirements for hiring a consultant and Covid-19 interruptions delayed the project initiation into January of 2021. As a result of this delay, the 318 Street Fund will need to be amended by \$96,000.

The PSRC grant will pay up to \$116,813 toward this project. The City match will pay for the remainder, which is estimated at \$18,231.

Table 1 - Design (PE) Budget

| 2021 Budgeted | Anticipated 2021 Expenses | Anticipated Grant Reimbursement | Anticipated City Funds |
|---------------|---------------------------|---------------------------------|------------------------|
| \$33,761* | \$129,392* | \$116,813 | \$12,579 |

*Budget amendment to the 318 Street Fund is necessary

TIME CONSTRAINTS:

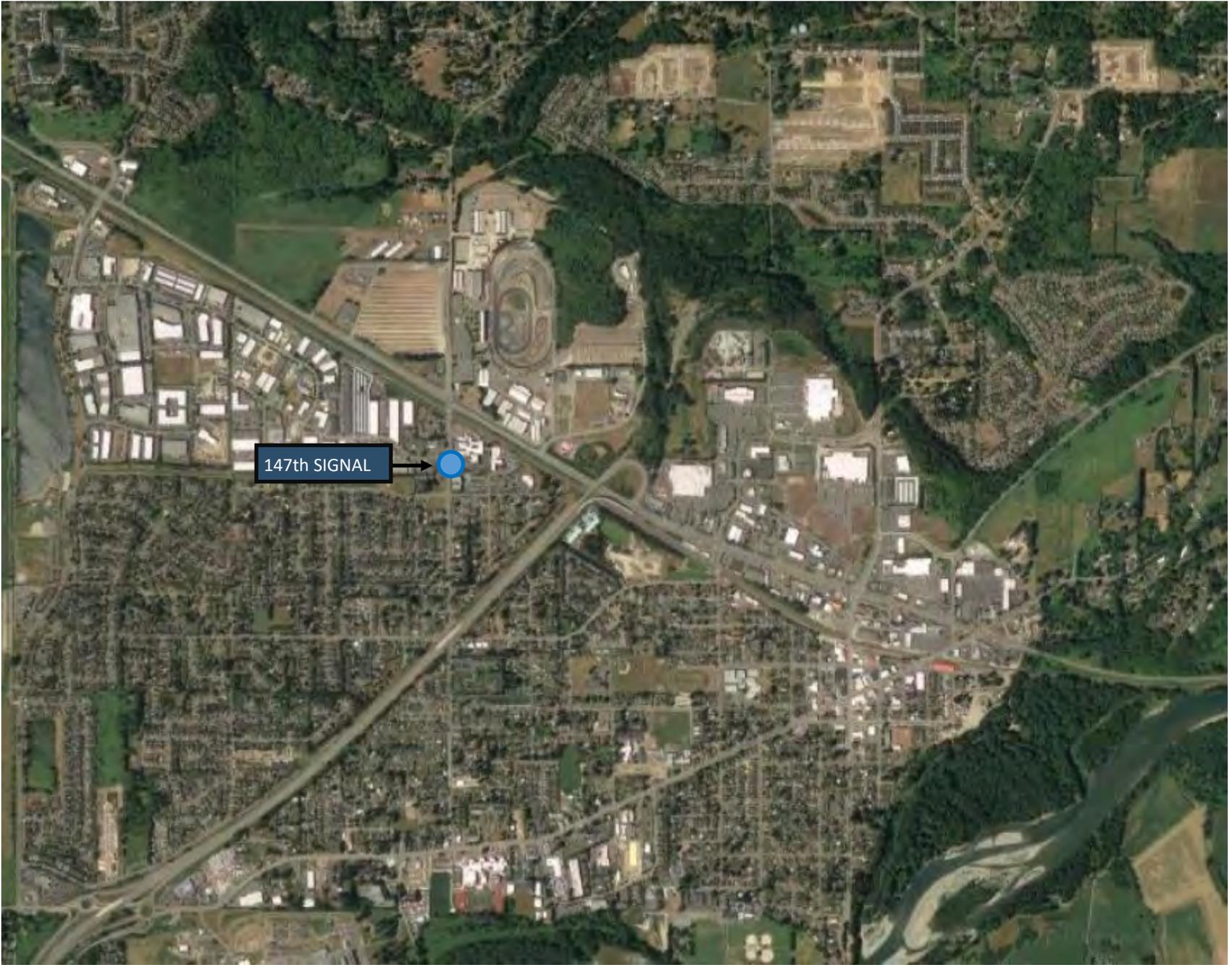
The design phase needs to be completed in 2021 per the timeline outlined in the PSRC grant award. Authorizing this contract will allow this phase to begin and follow the project's planned timeline.

ALTERNATIVES TO REQUESTED ACTION:

1. Do not approve. Provide direction to the Mayor and City Staff to areas of concern.
2. Approve with Council recommendations.

ATTACHMENTS:

- [Project Location Map](#)
- [LP AEPS-CostPlusFixedFee Monroe 20248-final.](#)



PROJECT LOCATION MAP

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

Agreement Number:

| | |
|--|--|
| Firm/Organization Legal Name (do not use dba's): Transpo Group USA, Inc. | |
| Address 12131 113th Ave NE, Suite 203, Kirkland, WA 98034 | Federal Aid Number |
| UBI Number 603 258 009 | Federal TIN 46-1523472 |
| Execution Date | Completion Date June 30, 2024 |
| 1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Federal Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Project Title 147th Street Traffic Signal Design Services | |
| Description of Work Transpo Group will provide engineering services to the City of Monroe for the design of a new traffic signal and civil improvements to improve truck turning and illumination at the intersection of 147th Street SE with 179th Ave SE in the City of Monroe, Washington. Transpo will lead and work in coordination with their subconsultants to provide a consistent overall project design across engineering disciplines. | |
| <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation |
| Total Amount Authorized: \$129,392.00 Management Reserve Fund: \$12,939.00 Maximum Amount Payable: \$142,331.00 | |

Index of Exhibits

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

Agreement Number:

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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

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

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

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

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

If to AGENCY:

Name: James L. Gardner, P.E.
Agency: City of Monroe
Address: 806 West Main Street
City: Monroe State: WA Zip: 98272
Email: jgardner@monroewa.gov
Phone: 360-863-4542
Facsimile: 360-794-4007

If to CONSULTANT:

Name: Ryan Peterson, PE, PTOE
Agency: Transpo Group USA, Inc.
Address: 12131 113th Ave NE, Suite 203
City: Kirkland State: WA Zip: 98034
Email: ryan.peterson@transpogroup.com
Phone: 425-821-3665 Main; 425-896-5249 Direct
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.

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V. Payment Provisions

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

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.
1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
 2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.
A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.
Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.
The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.
 3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

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

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

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

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

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

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XII. Legal Relations

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

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

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

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

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

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

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

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

Insurance Coverage

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

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

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

Name: James L. Gardner, P.E.
Agency: City of Monroe
Address: 806 West Main Street
City: Monroe State: WA Zip: 98272
Email: jgardner@monroewa.gov
Phone: 360-863-4542
Facsimile: 360-794-4007

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

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

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

Agreement Number:

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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's Confidential Information, monetary damages, or penalties.

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

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

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

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

XX. Records Maintenance

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

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, 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 tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

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

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

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



Signature

12/29/2020

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

Federal Aid No.

Agreement Number:

Exhibit A—Scope of Services

| | |
|----------------|---|
| Client Name: | City of Monroe |
| Project Name: | 147th Street Signal Design |
| Exhibit Dated: | December 22, 2020 TG: 20248.PR |

Scope of Services

Transpo Group will provide engineering services to the Client for the design of a new traffic signal and civil improvements to improve truck turning, and illumination at the intersection of 147th Street SE with 179th Ave SE in the City of Monroe, Washington. Transpo will lead and work in coordination with our subconsultants to provide a consistent overall project design across engineering disciplines. Transpo’s team, inclusive of subconsultants, is referred to as the “Consultant” in the following scope.

Task 01—Project Management and Coordination

- 1.1 Progress Reports, Invoices, and Project Schedule – Consultant will provide brief progress reports and invoices to the City on a monthly basis or at project milestones. Consultant will also maintain a project schedule and provide the City with updates on a monthly basis. It is assumed that the project will extend into 2023.
- 1.2 Project Coordination – Consultant will participate in coordination efforts, via conference call and email, as necessary.

Task 02 – Data Collection and Analysis

2.1 Topographic Survey and Base Mapping - This task is to perform topographic surveying and mapping at the intersection of 147th Street SE with 179th Ave SE:

- Topographic surveying 300’ along 147th Street SE to the west of 179th Ave SE
- Topographic surveying along driveway and 50’ into the parking lot on the east side of the intersection of 147th Street SE with 179th Ave SE
- Topographic surveying 300’ along 179th Ave SE to the north and south of 147th Street SE
- Survey will include above ground utilities, concrete sidewalks and ramps, signal poles and associated equipment, roadside ditches, illumination poles and equipment, existing signs, underground utility paint marks along with other pertinent planimetric features within the right-of-way
- Mapping of areas denoted in bullets above

ASSUMPTIONS:

- No sub-contracted utility locates are included in this task (See Task 3.1)
- No property corners will be set under this proposal
- A Record of Survey will not be filed under this proposal
- Exclusions include boundary/encroachment resolution if encountered.

- Additional services that are not included in this scope but may be added upon receipt of written authorization and adjustment to the scope of services and fee projection.

2.2 Geotechnical Investigation and Engineering - Consultant will provide the following geotechnical engineering scope of service:

- Site Reconnaissance and Field Preparation. Visit the intersection to evaluate the site conditions and mark exploration locations. Prepare a traffic control plan, complete City of Monroe Street Use permit application and submit to the City of Monroe for review, comment, and approval.
- Field Exploration. It is the consultant's intent to advance two borings on diagonal corners of the intersection and one boring near the proposed infiltration facility location. The results of the site reconnaissance and utility locations (both overhead and underground) will determine the actual locations of the explorations. Traffic control will be provided in accordance with approved traffic control plans and construction permit conditions as the drilling may be located in the drive lanes or sidewalks and planter area. The exploratory borings will be drilled to investigate the soil conditions to determine geotechnical design information and support characteristics for the proposed signal poles and infiltration facility. The borings will be advanced with a truck-mounted drill rig using a hollow-stem auger, operated by an independent firm working under subcontract. Throughout the drilling operation, soil samples will be obtained at 2 ½- or 5-foot depth intervals by the Standard Penetration Test procedure (ASTM:D-1586). After drilling, each borehole within paved areas will be backfilled with neat concrete per WAC 173-160-460, then a minimum 1 foot of crushed rock backfill will be placed and tamped within the borehole and then the surface will be patched with asphalt or concrete meeting City of Monroe standards and permit requirements. Boreholes within any non-paved area will be backfilled with bentonite to within 1 foot of the surface then backfilled with soil cuttings and tamped at the surface. All excess drill cuttings will be removed from the site and properly disposed. For estimating purposes, the scope of work and associated budget assumes the three borings will be drilled 10 to 20 feet in depth. No groundwater monitoring wells are to be installed. Groundwater levels at time of drilling will be noted.
- Laboratory Testing. Consultant will conduct a series of laboratory tests on selected soil samples obtained from the explorations in order to evaluate the index properties of the site soils. These tests will likely include moisture content, grain size distributions, cation exchange capacity and organic content.
- Geologic Interpretation. Consultant will research available geologic maps; review laboratory test results; prepare boring logs; and prepare a site and exploration plan.
- Engineering Analysis. Consultant will use exploration data and laboratory test results to develop conclusions and recommendations for signal pole foundations using WSDOT design methods.
- Infiltration Analysis. Consultant shall provide a stormwater infiltration rate for design purposes by using the soil grain size analysis method per 2012 Stormwater Management Manual for Western Washington (Amended December 2014), Volume III, Section 3.3.6.3.

- Report Preparation. The Geotechnical Engineering Report will summarize the subsurface conditions and providing recommendations for pole foundations and infiltration facility.

ASSUMPTIONS:

- City of Monroe will not require a Street Use permit or any fees or bonds.
- City of Monroe will provide utility locate information in their possession to Consultant prior and check proposed boring and infiltration testing locations prior to commencing field work activities.
- Consultant will call the Underground Utility Locating Services but will not be responsible for any unmarked, mismarked or unknown utilities.
- City of Monroe will assist Consultant with drilling and infiltration access by placing no parking signs at boring and infiltration locations 24 to 48 hours prior to the start of field work, if needed. Consultant will notify the City 3 working days prior to field work commencing.
- Consultant will notify the City of Monroe 3 working days prior to field work commencing.
- Analysis, design, plans, specifications, and estimates performed or prepared as part of this project will be in English units and will be in general accordance with WSDOT and ASHTO methods.
- Infiltration analysis will be based on the design of one infiltration trench or similar sized infiltration facility in the undeveloped grassy area at the intersections northwest area.
- Static groundwater elevation or wet season groundwater monitoring is not required beyond groundwater conditions recorded at time of drilling.
- Consultant is not responsible for restrictive soils layer beyond drilling depth or between drilling soil sample intervals.
- Any additional work, beyond the scope above, which is requested by the City of Monroe, will require an amendment to this scope of work.

Task 03 - Utility Coordination

3.1 Underground Locates - This task is to have a third-party company perform underground utility locates within the scoped area.

ASSUMPTIONS:

- Third party utility paint marks will be performed prior to initial survey to avoid return trips

3.2 Design Coordination - The Consultant will coordinate with the various utility agencies regarding the relocation of existing facilities and provision of new facilities within the intersection area.

Coordination with the utilities will include the following:

- Provide the utility agencies with a copy of the base mapping for verification of utility locations.
- Provide the utility agencies with a copy of the preliminary (50-percent-complete) design drawings for review.
- Provide the utility agencies with a copy of the 90-percent-complete design drawings for review and information.
- Provide the utility agencies with a copy of the final construction documents for

information.

- Coordinate with utility agencies during PS&E development. The Consultant will provide support up to the amount shown in the fee proposal. Additional hours will be considered additional work to be negotiated as a supplemental agreement.

The design of undergrounding existing overhead or above ground utilities is not included in this scope of work.

Task 04 – 50% Design

4.1 50% Design Plans - Traffic – The Consultant will prepare the preliminary design to depict the proposed traffic improvements, including traffic signal equipment, roadway lighting, and channelization components. The purpose of the 50% design submittal is to finalize the horizontal placement of project improvements. The 50% design submittal is anticipated to include the following traffic plan sheets:

- Cover Sheet
- Traffic Signal Plan Sheet
- Traffic Signal Pole Schedule Sheet
- Channelization Plan Sheet

4.2 50% Design Plans – Civil - The intent of this task is to prepare the 50% civil design plans and supporting documentation. The work in this task is anticipated to include:

- Prepare draft drainage memo per City requirements SWMMWW version 2014.

The 50% design submittal is anticipated to include the following civil sheets:

- Existing survey conditions
- TESC Plan
- TESC Details
- Paving/Drainage Plan
- Paving/Drainage Details
- Detail Grading/ADA Plans

4.3 Environmental Documentation - Consultant will prepare NEPA environmental checklists for the project through identification of potential project impacts and searches of publicly available agency mapping and resources. Other permitting, critical area delineation and field investigations necessary to support the identification of cultural resources or biological resources are not anticipated. In the event these services are deemed necessary, the consultant will notify the City and these services may be added to the scope of work by addendum. The project is expected to meet the requirements for a categorical exclusion. It is assumed that the City will lead all coordination efforts with WSDOT and other permitting agencies, as required. Consultant will provide draft NEPA Checklist Document and Mapping

4.4 Opinion of Probable Construction Costs – The Consultant will prepare and submit an opinion of probable construction costs based on the 50% design. The opinion will be presented in an Excel spreadsheet corresponding to the sequence of items as will be listed in the final bid schedule.

- 4.5 Quality Control Review – The Consultant will conduct quality control reviews by selected senior staff members with appropriate expertise and experience. The senior staff members will scrutinize and question the major elements of the design for adequacy of response to the major design challenges, conformance to accepted design practices, constructability, and compliance with the City’s standards.
- 4.6 50% Design Submittal – The Consultant will submit 50% design plans to the Client for review.
- 4.7 50% Design Review – The Consultant will meet with the Client to discuss Client comments.

TASK 05 – Right-of-Way Acquisition Support

- 5.1 Right-of-Way Acquisition Documents - This task is to prepare documents for executing three individual Right-Of-Way Acquisition Documents including the following deliverables:
- Proposed Right-of-Way Acquisition exhibit maps will be prepared
 - Underlying subject property legal description will be prepared on exhibit format
 - Right-of-Way Acquisition legal description will be prepared by PLS on exhibit format
- 5.2 Right-of-Way Plan - This task is to prepare a Right-of-Way Plan establishing the minimum width of Right-of-Way to accommodate proposed construction and provide proper maintenance of roadway. The deliverable will contain the following elements:
- Define and dimension areas necessary to construct and maintain the main roadway and necessary outer roadways, entrances, and crossroads
 - The right of way limits will include areas necessary for utility adjustments and maintenance activities
 - Right of way dimensions will be sufficiently detailed to write deeds to describe the required right of way and easement limits
 - Right-of-Way plans will be prepared in accordance to WSDOT Local Agency Guidelines (LAG) Manual

ASSUMPTIONS (TASK 05):

- Title reports will be acquired by the consultant and is limited to three properties for preparing three right-of-way acquisition document packages.
- Preparation of standard easement language and forms will be provided by the client.
- This task does not include preparation of conveyance deeds or any other resultant deeds of underlying properties.
- This task does not include coordination of submittal and/or recording.
- No field work will be performed under this task. In the event that field work will be required, it will be performed at additional cost.
- No sub-contracted utility locates are included in this task (See Task 3.1)
- No property corners will be set under this proposal
- A Record of Survey will not be filed under this proposal
- Exclusions include boundary/encroachment resolution if encountered. If these services are required, they will be performed on a Time & Expense basis.

- Recording fees, submittal fees, reprographic costs will be billed as a reimbursable expense.
- Any additional work, beyond the scope above, which is requested by the Client, will be performed on a Time & Expense basis.

Task 06 – 90% Design

6.1 90% Design Plans - Traffic – The 90% complete design will be based on the Client approved 50% complete preliminary engineering design. The 90% Design Submittal is anticipated to include all of the 50% design plans and the following additional sheets:

- Traffic Signal Wiring Diagram Sheet
- Traffic Signal Details Sheet

6.2 90% Design Plans – Civil - The intent of this task is to prepare the 90% civil design plans and supporting documentation. The 90% Design submittal is anticipated to include the following civil sheets:

- Existing survey conditions
- TESC Plan
- TESC Details
- Paving/Drainage Plan
- Paving/Drainage Details
- Detail Grading/ADA Plans

6.3 Opinion of Probable Construction Costs – The Consultant will prepare and submit an opinion of probable construction costs based on the 90% design. The opinion will be presented in an Excel spreadsheet corresponding to the sequence of items as will be listed in the final bid schedule.

6.4 Project Manual – The Consultant will prepare the draft general and special provisions in Microsoft Word format based on the current edition of the Client’s standards, and the 2021 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction. The contents will include bid form items, the Client’s general conditions, supplemental general conditions, amendments to the standard specifications, special provisions, and standard plans. The Client’s review comments pertaining to the outline specifications will be addressed in preparing the final document. The special provisions will address items of work which are not addressed by the Client’s standards or the APWA and Washington State Standard Specifications as may be required to properly cover the work contemplated by the plans.

The Consultant will prepare the project manual to include:

- Special Provisions based on the 2021 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction plus APWA Supplement (English Version)
- Standard plans

6.5 Quality Control Review – The Consultant will conduct quality control reviews by selected senior staff members with appropriate expertise and experience. The senior staff members

will scrutinize and question the major elements of the design for adequacy of response to the major design challenges, conformance to accepted design practices, constructability, and compliance with the Client's graphic standards.

6.6 90% Design Submittal – The Consultant will submit 90% design plans, Opinion of Probable Construction Costs, and Project Manual to the Client for review.

6.7 90% Design Review – The consultant will meet with the Client to discuss Client comments.

Task 07 – Final Design/PS&E Preparation

7.1 Final Design Plans - Traffic – The Final complete design will be based on the Client approved 90% complete preliminary engineering design. The Final Design Submittal is anticipated to include the following sheets:

- Cover Sheet
- Traffic Signal Plan Sheet
- Traffic Signal Wiring Diagram Sheet
- Traffic Signal Pole Schedule Sheet
- Traffic Signal Details Sheet
- Channelization Plan Sheet

7.2 Final Design Plans – Civil - The intent of this task is to prepare final ADA ready civil plans and supporting documentation. The Final Design submittal is anticipated to include the following civil sheets:

- Existing survey conditions
- TESC Plan
- TESC Details
- Paving/Drainage Plan
- Paving/Drainage Details
- Detail Grading/ADA Plans

7.3 Opinion of Probable Construction Costs – The Consultant will prepare and submit an opinion of probable construction costs based on the Final design. The opinion will be presented in an Excel spreadsheet corresponding to the sequence of items as will be listed in the final bid schedule.

7.4 Project Manual – The Consultant will prepare the final project manual based on comments received during the 90% review.

7.5 Quality Control Review – The Consultant will conduct quality control reviews by selected senior staff members with appropriate expertise and experience. The senior staff members will scrutinize and question the major elements of the design for adequacy of response to the major design challenges, conformance to accepted design practices, constructability, and compliance with the City's graphic standards.

7.6 Final Design Submittal – The Consultant will submit 90% design plans and Opinion of Probable Construction Costs to the Client for review.

7.7 Finalize PS&E – The construction funding for the project is currently scheduled for 2024. It is anticipated that the final design will be completed up to two years prior to construction funding becoming available. Once final design is complete, the Consultant will postpone finalizing PS&E until construction funds become available. Once construction funds are available, the Consultant will finalize the plans, project manual, and opinion of probable construction costs in response to the Client comments and per the latest version of the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction. Consultant will make such minor changes, amendments, or revisions in the detail of the work as may be required by the Client.

The Consultant will submit the final original documents to the Client as follows:

- Computer files for the plans (in AutoCAD and PDF) and the project manual.

Exclusions

Below is a list of services that are either not anticipated on this project or will not be completed by Consultant and are entirely excluded from this scope of services:

- Public Involvement Support
- ROW staking
- Federal permit coordination
- Utility design (gas, electric, cable, internet, telephone, etc.)
- Utility undergrounding design
- Construction management and materials testing
- Bidding and construction services
- Landscaping design
- Potholing existing utilities

Submittals

Submittals as described above will be prepared to the 50-percent, 90-percent, final completion levels and the final PS&E. Comments from the Client and utility agencies will be reflected in each subsequent submittal. Comments will be addressed in a written response letter to be furnished with the second and third submittals. Four (4) submittals are included in this proposal. Should additional revisions and/or submittals be required for approval, beyond the four anticipated, this may constitute extra services necessitating a change to the scope of services, fee projection, and/or schedule.

Exhibit B
DBE Participation

Land Development Consultants, Inc. (LDC) (40%)

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 to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

All computer aided drafting files shall be in AutoCAD version 2019 or newer file format.

B. Roadway Design Files

All Civil 3D design files shall be in Civil 3D version 2019 or in a compatible version with what the City of Monroe is currently using at the time of deliverable.

C. Computer Aided Drafting Files

All computer aided drafting files shall be in AutoCAD version 2019 or newer file format.

Agreement Number:

D. Specify the Agency's Right to Review Product with the Consultant
Per Scope of Services, see Exhibit "A."

E. Specify the Electronic Deliverables to Be Provided to the Agency
Per Scope of Services, see Exhibit "A."

F. Specify What Agency Furnished Services and Information Is to Be Provided
Per Scope of Services, see Exhibit "A."

Agreement Number:

II. Any Other Electronic Files to Be Provided

Per Scope of Services, see Exhibit "A." Electronic files shall be in a Microsoft Office compatible version to the City of Monroe's current software.

III. Methods to Electronically Exchange Data

Microsoft Outlook or an agreed to FTP site, operated either by the Consultant or the City of Monroe.

A. Agency Software Suite

Microsoft Office.

B. Electronic Messaging System

Microsoft Outlook.

C. File Transfers Format

N/A

Exhibit D
Prime Consultant Cost Computations

Agreement Number:

Transpo Group USA, Inc.
Cost Estimate Worksheet



Number / Project Name
1.20248.00/147th Street Signal Design

Pay rates are effective from September 26, 2020 through June 25, 2021, within the ranges shown in the attachment.
 Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

| | Project Manager | Project Engineer | CAD/ Graphics | Project Admin | |
|-----------|-----------------|------------------|---------------|---------------|--|
| initials | RP | JZP | DGN | AMC | |
| job title | Assoc Prin L6 | Eng L5 | Eng L2 | PA L4 | |
| cost rate | \$68.03 | \$53.70 | \$35.14 | \$47.79 | |

Labor:

| Work Task | | | | | | Hours | Cost |
|--|----------------|----------------|----------------|--------------|------------|------------|--------------------|
| Task 1 - Project Management and Coordination | | | | | | | |
| --1.1 Progress Reports, Invoices, and Project Schedule | 6 | | | | 6 | 12 | \$695 |
| --1.2 Project Coordination | | | | | | 40 | \$2,721 |
| Task 2 - Data Collection and Analysis | | | | | | | |
| --2.1 Topographic Survey and Base Mapping | | | 2 | | | 2 | \$70 |
| --2.2 Geotechnical Investigation and Analysis | | | | | | 0 | \$0 |
| Task 3 - Utility Coordination | | | | | | | |
| --Utility Coordination | 2 | 2 | 6 | | | 10 | \$454 |
| Task 4 - 50% Design | | | | | | | |
| --4.1 50% Design Plans - Traffic | 6 | 12 | 40 | | | 58 | \$2,458 |
| --4.2 50% Design Plans - Civil | | 2 | | | | 2 | \$107 |
| --4.3 Environmental Documentation | 4 | 8 | | | | 12 | \$702 |
| --4.4 Opinion of Probable Cost | | 2 | 6 | | | 8 | \$318 |
| --4.5 QC Review | 4 | 2 | 6 | | | 12 | \$590 |
| --4.6 50% Design Submittal | 1 | 2 | 2 | | | 5 | \$246 |
| --4.7 50% Design Review | 2 | 2 | | | | 4 | \$243 |
| Task 5 - Right-of-Way Acquisition Support | | | | | | | |
| ROW Acquisition Support | | | | | | 0 | \$0 |
| Task 6 - 90 % Design | | | | | | | |
| --6.1 90% Design Plans - Traffic | 6 | 12 | 32 | | | 50 | \$2,177 |
| --6.2 90% Design Plans - Civil | | 2 | | | | 2 | \$107 |
| --6.3 Opinion of Probable Cost | | 2 | 2 | | | 4 | \$178 |
| --6.4 Project Manual | 2 | | 4 | | | 6 | \$277 |
| --6.5 QC Review | 4 | 2 | 6 | | | 12 | \$590 |
| --6.6 90% Design Submittal | 1 | 2 | 2 | | | 5 | \$246 |
| --6.7 90% Design Review | 2 | 2 | | | | 4 | \$243 |
| Task 7 - Final Design/PS&E Preparation | | | | | | | |
| --7.1 Final Design Plans - Traffic | 4 | 6 | 20 | | | 30 | \$1,297 |
| --7.2 Final Design Plans - Civil | | | | | | 0 | \$0 |
| --7.3 Opinion of Probable Cost | | 2 | 2 | | | 4 | \$178 |
| --7.4 Project Manual | | | 2 | | | 2 | \$70 |
| --7.5 Quality Control Review | 2 | 2 | 4 | | | 8 | \$384 |
| --7.6 Final Design Submittal | 1 | 2 | 2 | | | 5 | \$246 |
| --7.7 Finalize PS&E (2024) | 16 | 24 | 10 | | | 50 | \$2,729 |
| | | | | | | 0 | \$0 |
| | | | | | | 0 | \$0 |
| | | | | | | 0 | \$0 |
| | | | | | | 0 | \$0 |
| | | | | | | 0 | \$0 |
| Total Hours | 103 | 90 | 148 | 6 | 0 | 347 | |
| Labor Costs | \$7,007 | \$4,833 | \$5,201 | \$287 | \$0 | | \$17,327.55 |
| Overhead | | Rate | 157.63% | | | | \$27,313.42 |
| Fee (as a % of labor) | | | 30.00% | | | | \$5,198.27 |

| Miscellaneous Expenses: | Item | Reimbursable Cost |
|------------------------------------|--|-------------------|
| 1 | Federal Express / Courier | \$0 |
| 2 | Phone | \$0 |
| 3 | Fax | \$0 |
| 4 | Postage | \$0 |
| 5 | Graphic supplies | \$0 |
| 6 | Photography | \$0 |
| 7 | Travel expenses (mileage) | \$0 |
| 8 | Reproduction | \$0 |
| 9 | Traffic counts | \$0 |
| 10 | Traffic accident data | \$0 |
| 11 | Spec. MPS model run | \$0 |
| 12 | Transportation Concurrency Application | \$0 |
| Total Reimbursable Expenses | | \$0 |

| Subconsultants: | Firm | Subs Cost |
|---------------------------------|------|-----------------|
| 1 | LDC | \$58,032 |
| 2 | Wood | \$21,520 |
| 3 | | |
| 4 | | |
| 5 | | |
| Total Subconsultants | | \$79,552 |
| Management Reserve (10%) | | \$12,939 |

\$142,331.00

Exhibit E

Sub-consultant Cost Computations

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

Agreement Number:

Exhibit E



| Task | Principal / Director Hours | Project Engineer Hours | E.I.T. Hours | Sr. CAD Technician Hours | CAD Technician Hours | Sr. Land Surveyor Hours | Chief of Parties Hours | Survey Technician Hours | Survey Crew Chief II Hours | Project Admin. Hours | Direct Labor Costs | Over Head | Fee (30%) | Total |
|--|----------------------------|------------------------|--------------|--------------------------|----------------------|-------------------------|------------------------|-------------------------|----------------------------|----------------------|--------------------|--------------|-------------|--------------|
| Task 2.1 Topographic Survey and Base Mapping | \$94,110 | \$38,664 | \$32,224 | \$32,966 | \$30,766 | \$59,880 | \$43,004 | \$32,000 | \$41,000 | \$26 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Field Work | | | | | | | | | 32 | | \$1,484,166 | \$2,327,611 | \$445,256 | \$4,257,022 |
| Base Map Preparation | | | | | | 2 | | 20 | | | \$759,660 | \$1,191,288 | \$227,888 | \$2,178,766 |
| Task 3.1 Underground Utility Locates (APS) | | | | | | 1 | 1 | 2 | | | \$166,844 | \$261,666 | \$50,055 | \$478,555 |
| Task 4.2 50% Design | | | | | | | | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Draft Drainage Memo | | 2 | 6 | | | | | | | | \$270,722 | \$424,577 | \$81,222 | \$776,511 |
| 50% Civil Plans | | 12 | 60 | 8 | 32 | | | | | | \$4,620,722 | \$7,246,688 | \$1,386,222 | \$13,253,611 |
| 50% Opinion of Costs | | 1 | 6 | | | | | | | | \$287,544 | \$450,955 | \$86,366 | \$824,755 |
| Task 5.1 Right of Way Acquisition Documents | | | | | | | | 8 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Right-of-Way Acquisition exhibit maps | | | | | | | | 2 | | | \$315,800 | \$495,277 | \$94,774 | \$905,811 |
| Parcel and ROW Acquisition Reports | | | | | | | | 12 | | | \$303,200 | \$475,511 | \$90,966 | \$869,677 |
| Task 5.2 Right-of-Way Plan | | | | | | 2 | | | | | \$503,600 | \$789,800 | \$151,088 | \$1,444,488 |
| Task 6.2 90% Design | | | | | | | | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| MIF Documentation | | 6 | 4 | | | | | | | | \$425,288 | \$665,977 | \$127,588 | \$1,219,831 |
| Final Drainage Memo | | 2 | 4 | | | | | | | | \$206,244 | \$323,455 | \$61,877 | \$591,566 |
| 90% Specifications | | 12 | 58 | 8 | 30 | | | | | | \$772,800 | \$1,211,988 | \$231,844 | \$2,216,622 |
| 90% Opinion of Costs | | 1 | 6 | | | | | | | | \$4,494,722 | \$7,099,077 | \$1,348,422 | \$12,892,211 |
| Task 7.2 100% Design | | | | | | | | | | | \$287,544 | \$450,955 | \$86,366 | \$824,755 |
| 100% Specifications | | 12 | 24 | | | | | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 100% Plans | | 6 | 4 | 2 | 16 | | | | | | \$463,688 | \$727,199 | \$139,100 | \$1,329,977 |
| 100% Opinion of Costs | | 1 | 4 | | | | | | | | \$1,896,444 | \$2,974,199 | \$588,939 | \$5,459,566 |
| Task 7.7 Finalize PS&E (2024) | | 4 | 8 | | 10 | | | | | | \$223,066 | \$349,822 | \$69,922 | \$639,800 |
| Hour Estimator: | 37 | 58 | 182 | 18 | 88 | 10 | 5 | 44 | 32 | 0 | \$18,423,866 | \$28,894,144 | \$5,527,166 | \$52,845,166 |
| Total Labor Cost: | \$3,481,700 | \$2,241,122 | \$5,867,688 | \$593,288 | \$2,706,888 | \$598,000 | \$215,200 | \$1,408,000 | \$1,312,000 | \$0 | | | | |

LDC Consulting Costs:

| | |
|-----------------------------------|---------------|
| Subtotal: LDC Direct Labor Costs | \$ 18,423,866 |
| Over Head (156.833%) | \$ 28,894,144 |
| Fee (30%) | \$ 5,527,166 |
| Total: LDC Direct Labor, OH & Fee | \$ 52,845,166 |

Subconsultant(s):

| | |
|---|-------------|
| 1 APS | \$ 2,000.00 |
| 2 Chicago Title Company - Private Title Reports (3) | \$ 1,540.00 |
| 3 Recording Fees (Task 05) | \$ 780.00 |
| 4 Structural Engineering Firm | \$ - |
| Subtotal | \$ 4,320.00 |
| Overhead (10%) | \$ 432.00 |
| Total: Subconsultants | \$ 4,752.00 |

Direct Non-Salary Cost:

| | |
|---|-----------|
| Mileage & Expenses (Mileage @ Current IRS Rate) | \$ 225.00 |
| Printing | \$ 200.00 |
| Total: Direct Non-Salary | \$ 435.00 |

TOTAL ESTIMATED COST

\$ 58,032,166

| | |
|------------------------|--------------|
| Task 2.1 to 7.2 (2021) | \$ 55,330.45 |
| Task 7.7 (2024) | \$ 2,701.71 |
| Total | \$ 58,032.16 |

EXHIBIT E

Budget Estimate
Geotechnical Engineering Evaluation
147th Street SE 179th Ave SE, Monroe, WA
Signal Design

Breakdown of Labor Costs

Personnel and Hourly Rates Per Category

| Task Description | Principal \$195.00 | Associate \$180.00 | Project Eng./Geo. \$160.00 | Sr. Staff Eng./Geo. \$130.00 | Staff Eng./Geo. \$115.00 | Drafting \$95.00 | Clerical/Technical Editor \$75.00 |
|--|-----------------------|-----------------------|-------------------------------|---------------------------------|-----------------------------|---------------------|--------------------------------------|
| Field Work - Drilling | | | | | | | |
| Street Use Permit/Traffic Control Plan | | 1 | | 4 | | | |
| Health & Safety Plan | | 1 | | 2 | | | |
| Site Recon, Mark Borings, Utility Locate | | 1 | | 4 | | | |
| Field Exploration (Drilling) | | 1 | | 10 | | | |
| Field Work - Infiltration | | | | | | | |
| Site Recon, Mark Testing Location, Utility Locate | | 1 | | 4 | | | |
| In-Situ infiltration Testing | | 1 | | 12 | | | |
| Preliminary Infiltration Analysis | | | | | | | |
| Monroe Stormwater Manual Research | | 2 | | 5 | | | |
| Research - DOE Well Logs / Groundwater Data | | 1 | | 6 | | | |
| Infiltration Analysis - Preliminary Infiltration Rate by Grain Size | 1 | 4 | | 8 | | | |
| Groundwater Monitoring Readings (4 visits) | 1 | | | 16 | | | |
| Final Infiltration Design Analysis & Supplemental Report | | | | | | | |
| Review of Field Data, Logs and Sample Analysis | | | 2 | 4 | | 2 | |
| Infiltration Engineering Analysis, Charts, Graphs | | 4 | 4 | 3 | | | |
| Infiltration Supplemental Report with Recommendations | 1 | 4 | 8 | 2 | | 2 | 4 |
| Research and Report Preparation - Signal Pole / Prelim Infiltration | | | | | | | |
| Figures, Logs and Lab | | 2 | | 4 | | 4 | |
| Office Engineering and Analysis | 2 | 2 | | 7 | | | |
| Report Preparation | 2 | 2 | | 7 | | 2 | 3 |
| Project Management | 3 | | | 3 | | | 3 |
| Consultation | | | | | | | |
| Called / Meetings / E-mails | 3 | | | 3 | | | |
| Contract and Subcontractor Setup | | 2 | 2 | 3 | | | 4 |
| Project Management | | 3 | 3 | | | | 4 |
| Subtotal | 13 | 32 | 19 | 107 | 0 | 10 | 18 |
| Total Labor Costs per Level | \$2,535 | \$5,760 | \$3,040 | \$13,910 | \$0 | \$950 | \$1,350 |
| Total Labor Costs | | | | | | \$27,545 | |

Breakdown of Expenses

| | Quantity | Unit | Unit Cost | Total |
|----------------------------|----------|-------|-------------|-----------------|
| Mileage | 500 | Miles | \$0.575 | \$287.50 |
| Field Supplies | 1 | Each | \$75.00 | \$75.00 |
| Lab Grain Size | 6 | Each | \$125.00 | \$750.00 |
| Lab Moisture | 6 | Each | \$25.00 | \$150.00 |
| Cation exchange & Organics | 2 | Each | \$200.00 | \$400.00 |
| Drilling Subcontractor | 1 | LS | \$ 3,500.00 | \$3,500.00 |
| Infiltration Subcontractor | 1 | LS | \$3,750.00 | \$3,750.00 |
| Traffic Control - Flagging | 1 | Day | \$800.00 | \$800.00 |
| Traffic Plan | 2 | Each | \$100.00 | \$200.00 |
| | | Each | \$ - | \$0.00 |
| Markup @ 10% | | | | \$991 |
| Total Expenses | | | | \$10,904 |

TOTAL COST ESTIMATE \$38,449

Budget Estimate
Geotechnical Engineering Evaluation
147th Street SE 179th Ave SE, Monroe, WA
Signal Design

Exhibit E: Wood

Breakdown of Labor Costs

Personnel and Hourly Rates Per Category

| Task Description | Principal \$195.00 | Associate \$180.00 | Project Eng./Geo. \$160.00 | Sr. Staff Eng./Geo. \$130.00 | Staff Eng./Geo. \$115.00 | Drafting \$95.00 | Clerical/ Technical Editor \$75.00 |
|---|-----------------------|-----------------------|----------------------------------|------------------------------------|--------------------------------|---------------------|---|
| Field Work - Drilling | | | | | | | |
| Street Use Permit/Traffic Control Plan | | | 1 | 4 | | | |
| Health & Safety Plan | | 1 | | 2 | | | |
| Site Recon, Mark Borings, Utility Locate, Field Prep | | | 1 | 4 | | | |
| Field Exploration - Drilling | | | 1 | 10 | | | |
| Field Data & Soil Sample Review, Sample Prep for Lab | | | | 3 | | | |
| Infiltration Analysis - Grain Size Method | | | | | | | |
| Monroe Stormwater Manual Research | | | 1 | 2 | | | |
| Research - DOE Well Logs / Groundwater Data | | | 1 | 2 | | | |
| Soil Analysis | | 2 | | 2 | | | |
| Infiltration Analysis - Infiltration Rate by Grain Size Method | 1 | 2 | | 2 | | | |
| Research and Report Preparation - Signal Pole & Infiltration | | | | | | | |
| Figures, Logs, Lab, Grainsize Charts | | 2 | | 4 | | 4 | |
| Office Engineering and Analysis | 2 | 4 | 4 | | | | |
| Report Preparation | 2 | 3 | | 8 | | 2 | 3 |
| Consultation | | | | | | | |
| Calls / Meetings / E-mails | 3 | | | 3 | | | |
| Contract and Subcontractor Setup | | 1 | 2 | 3 | | | 4 |
| Project Management | 3 | 3 | 3 | | | | 4 |
| Subtotal | 11 | 18 | 14 | 49 | 0 | 6 | 11 |
| Total Labor Costs per Level | \$2,145 | \$3,240 | \$2,240 | \$6,370 | \$0 | \$570 | \$825 |
| | | | | Total Labor Costs | | \$15,390 | |

Breakdown of Expenses

| | Quantity | Unit | Unit Cost | Total |
|----------------------------|----------|-------|-------------|----------------|
| Mileage | 300 | Miles | \$0.575 | \$172.50 |
| Field Supplies | 1 | Each | \$50.00 | \$50.00 |
| Lab Grain Size | 6 | Each | \$125.00 | \$750.00 |
| Lab Moisture | 6 | Each | \$25.00 | \$150.00 |
| Cation Exchange & Organics | 2 | Each | \$200.00 | \$400.00 |
| Drilling Subcontractor | 1 | LS | \$ 3,000.00 | \$3,000.00 |
| Traffic Control - Flagging | 1 | Day | \$600.00 | \$600.00 |
| Private Locate | 1 | LS | \$250.00 | \$250.00 |
| Traffic Plan | 2 | Each | \$100.00 | \$200.00 |
| | | Each | \$ - | \$0.00 |
| Markup @ 10% | | | | \$557 |
| Total Expenses | | | | \$6,130 |

TOTAL COST ESTIMATE \$21,520

Exhibit F

Title VI Assurances

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

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

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

Agreement Number:

Exhibit G
Certification Documents

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

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Transpo Group USA, Inc.

whose address is

12131 113th Ave NE, Suite 203, Kirkland, WA 98034

and that neither the above firm nor I have:

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

I acknowledge that this certificate is to be furnished to the City of Monroe 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.

Transpo Group USA, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

12/29/2020

Date

Agreement Number:

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

I hereby certify that I am the:

- Public Works Director
- Other

of the City of Monroe, and Transpo Group USA, Inc.
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

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

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

Signature

Date

Agreement Number:

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

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

Transpo Group USA, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

12/29/2020

Date

Agreement Number:

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

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

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

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

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

Transpo Group

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

12/29/2020

Date

Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of 147th Street Traffic Signal Design Services * are accurate, complete, and current as of November 24, 2020 **.

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

Firm: Transpo Group USA, Inc.



Signature

Principal

Title

Date of Execution***: 12/29/2020

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

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

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

Agreement Number:

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Agreement Number:

Step 5 Forward Documents to Local Programs

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

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

Agreement Number:

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

Agreement Number:

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

Agreement Number:



AGENDA BILL

Meeting Date: January 12, 2021

Staff Contact: Kim Klinkers, Senior Engineer

Department: Public Works

SUBJECT: Authorize Mayor to Sign Local Agency Consultant Agreement with Toole Design for US 2 Non-motorized Shared Path Design Services

PREVIOUS DISCUSSION:

01/24/2017

PUBLIC HEARING(S):

N/A

REQUESTED ACTION:

Move to authorize the Mayor to sign the Local Agency Consultant Agreement with Toole Design authorizing surveying, environmental, geotechnical, and civil engineering services for the US 2 Non-motorized Shared Path Project, M2017-0003; in an amount not to exceed \$168,335; and expressly authorize further minor revisions as deemed necessary or appropriate.

POLICY CONSIDERATIONS:

In accordance with Section 6 of the Procurement Policies & Procedures, professional services contracts costing more than \$100,000 require City Council approval.

DESCRIPTION/BACKGROUND:

The US 2 Non-motorized Shared Path Project will construct a 1,200-foot long separated shared-use path along the north edge of the of US Highway 2 right-of-way and Evergreen State Fairgrounds Park. The intent of this project is to provide safe and continuous non-motorized access between 179th Avenue SE and Cascade View Drive, and connect to the existing sidewalk continuing east. Refer to the attached Vicinity Map.

City staff applied for several grant programs to help fund this project, including the Washington State Department of Transportation (WSDOT) Pedestrian and Bicycle Program and the Puget Sound Regional Council (PSRC) Congestion Mitigation and Air Quality (CMAQ) Program.

In 2016, the City received notice of award from PSRC for \$90,250 of Federal Highway Administration (FHWA) funds to partially fund the design phase. These grants funds were available to be obligated in 2020. On January 24, 2017, the Council authorized the

preparation of plans and specifications and solicitation of bids for construction of the 2017 Capital Improvement Projects, which included the “US 2 Sidewalk Extension”. In 2018, the City received notice of award from PSRC for \$432,500 of FHWA funds to partially fund the construction phase. These grants funds are available to be obligated in 2022.

In 2020, City staff worked with WSDOT to obligate the grant funds for the design phase. The City received FHWA fund authorization, effective June 4, 2020, with a federal share of \$112,710 for preliminary engineering.

The City solicited for engineering design services in November 2020. Though twenty consulting firms requested information about this project's solicitation, only one firm submitted a proposal. The City evaluated the proposal and determined that Toole Design is qualified to provide the design services for this project.

The attached Local Agency Consultant Agreement is the result of a negotiated scope and fee between the City and Toole Design. The scope of work includes topographic surveying, environmental analysis, geotechnical engineering, and civil engineering, in addition to permitting, public outreach, and stakeholder coordination to prepare complete engineering Plans, Specifications and Estimate (PS&E) for construction in 2022. The City may also retain the services of Toole Design for assistance with Construction Management and/or a Project Management Review (PMR) audit as needed. The scope and fee for which would be negotiated at a later date.

FISCAL IMPACTS:

The design consultant is requesting \$168,335 to provide a complete set of plans, specifications and estimate by December 31, 2021. The full contract amount is anticipated to be spent during the 2021 fiscal cycle.

The approved 2021 budget includes \$50,000 for the US 2 Non-motorized Shared Path Project. It was anticipated that the design phase would have begun in 2020, but it was delayed due to staff workload and COVID-19 impacts. As a result, the Street CIP Fund 318 will need to be amended by \$118,335. These funds will rollover from the unused 2020 Street CIP Fund balance.

The PSRC grant will reimburse up to \$112,710 towards this project for preliminary engineering. The City match will pay for the remainder, which is estimated at \$55,625.

The project budget and anticipated expenses are summarized in the table below:

| Phase | Fiscal Cycle | Budgeted | Anticipated Expenses | Grant Reimbursement Anticipated | City Funds Anticipated |
|--------------|--------------|-----------------|----------------------|---------------------------------|------------------------|
| Design | 2021 | \$50,000* | \$168,335* | \$112,710 | \$ 55,625 |
| Construction | 2022 | - | \$500,000 | \$432,500 | \$ 67,500 |
| Total | | \$50,000 | \$668,335 | \$545,210 | \$123,125 |

*Budget amendment to the 318 Street Fund is necessary. There is sufficient money available in the Street Fund.

TIME CONSTRAINTS:

Approval is requested by Council to advance project development. Design documents should be completed by the end of December 2021 for contractor bid advertisement in early 2022. Seeking bids during the earlier part of the year is advantageous in that contractors tend to offer lower pricing. Delays in authorizing the design services contract may push the design completion date, which in turn may result in higher bids due to being later in the year.

ALTERNATIVES TO REQUESTED ACTION:

1. Approve as recommended.
2. Do not approve. Provide direction to the Mayor and City Staff to areas of concern.
3. Approve with Council recommendations.

ATTACHMENTS:

[Att1 Toole Design Consultant Agreement](#)

[Att2 Vicinity Map](#)

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

Agreement Number:

| | |
|--|---|
| Firm/Organization Legal Name (do not use dba's): Toole Design Group, LLC | |
| Address 8484 Georgia Ave, Ste 800, Silver Spring, MD 20910 | Federal Aid Number CM-0002(864) |
| UBI Number | Federal TIN 050545429 |
| Execution Date January 12, 2021 | Completion Date December 31, 2025 |
| 1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Project Title US 2 Non-motorized Shared Path | |
| Description of Work As shown on attached Exhibit A Services include the production of a survey topographic map, geotechnical report, environmental assessment, Plans, Specifications, and Estimates (PS&E) for the design of a 1,200-foot long separated shared-use path along the north right-of-way of US Highway 2. The intent of this project is to provide safe and continuous non-motorized access between 179th Avenue SE and Cascade View Drive. | |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No SBE Participation | Total Amount Authorized: \$153,473.00 Management Reserve Fund: \$14,862.30 Maximum Amount Payable: \$168,335.30 |

Index of Exhibits

| | |
|--------------------------------------|---|
| Exhibit A | Scope of Work |
| Exhibit B | DBE Participation |
| Exhibit C | Preparation and Delivery of Electronic Engineering and Other Data |
| Exhibit D | Prime Consultant Cost Computations |
| Exhibit E | Sub-consultant Cost Computations |
| Exhibit F | Title VI Assurances |
| Exhibit G | 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 City of Monroe, WA hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

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

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

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

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES 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 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 which the SERVICES can easily be evaluated.

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

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

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

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

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

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

If to AGENCY:

Name: Jammi Guion
Agency: City of Monroe
Address: 806 West Main Street
City: Monroe State: WA Zip: 98272
Email: PWContracts@monroewa.gov
Phone: 360-863-4514
Facsimile: 360-794-4007

If to CONSULTANT:

Name: Emmy Klint-Gassner
Agency: Toole Design Group
Address: 8484 Georgia Ave, Suite 800
City: Silver Spring State: MD Zip: 20910
Email: contracts@tooledesign.com
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 A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.
Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.
The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.
 3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

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4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT 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 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 AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time In the event that such 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, the CONSULTANT shall be liable to the AGENCY 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, the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

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

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

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 SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

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

Agreement Number:

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

and defense, the CONSULTANT

, Title 51

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 TANT 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: Jammi Guion
Agency: City of Monroe
Address: 806 West Main Street
City: Monroe State: WA Zip: 98272
Email: PWContracts@monroewa.gov
Phone: 360-863-4514
Facsimile: 360-794-4007

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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Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over 500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

Agreement Number:

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, scribbings, 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

January 4, 2021

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

Federal Aid No.

See Exhibit A, Scope of Work attached hereto commencing on the following page.

Agreement Number:

Project Description

The project consists of preparing complete engineering Plans, Specifications, and Estimate (PS&E) for the design of a 1,200-foot long separated shared-use path along the north right-of-way of US Highway 2. The intent of this project is to provide safe and continuous non-motorized access between 179th Avenue SE and Cascade View Drive. Proposed project elements may include an ADA compliant shared-use path, curb ramps, fencing, walls, drainage improvements, a box culvert or non-motorized bridge, environmental considerations, pedestrian-scale illumination, advanced signage, channelization, and a native landscape buffer.

Assumptions and Responsibilities

The following assumptions have been made in developing this Scope of Work and Budget. Additional detail specific to individual tasks has been included in the task descriptions.

1. The level of effort is specified in the scope of work and the budgeted labor and expenses are indicated in Exhibit D and E. The budget may be transferred between discipline tasks at the discretion of the CITY Project Manager, provided the total contracted amount is not exceeded. The CONSULTANT will have the flexibility to manage budget within a given discipline on a subtask level. Services not included in this scope of services are specifically excluded from the scope of the CONSULTANT's services. The CONSULTANT assumes no responsibility to perform any services not specifically listed in the scope of services. For the purposes of estimating the budget for this scope of work, the following is assumed by the CONSULTANT:
 - a. Drafting standards will follow Toole Design CADD standards; plans will be prepared using 2020 AutoCAD Civil 3D
 - b. Temporary and permanent construction easements will not be required.
 - c. Public engagement events are not anticipated.
 - d. Presentations to the Monroe City Council are not anticipated.
 - e. Signal design is not anticipated.
 - f. Construction administration services are identified as an optional task.
 - g. The CITY will lead the anticipated SEPA checklist process.
2. For each submittal, the CONSULTANT will conduct a comment resolution meeting with the CITY Project Manager. The following submittal will include responses to comments with incorporation of the comments into the plans.

City of Monroe Responsibilities

1. For those task items to be performed by other City of Monroe agencies and stakeholders, the CITY Project Manager will coordinate and secure the required agreements.
2. The CITY Project Manager will provide, or direct the CONSULTANT to, background data and information as available and as requested by the CONSULTANT.
3. The CITY will maintain the lead role on the project, coordinating with private and governmental agencies with the assistance of the CONSULTANT.
4. The CITY will lead communication with the public regarding the project, including the maintenance of the project website.

5. The CITY will obtain additional right of entry agreements for adjacent properties as requested by the CONSULTANT. The CONSULTANT will provide adequate notice of right of entry agreement needs.
6. The CITY will compile all comments from reviewers and provide comments to the CONSULTANT on one marked up set of the submittal and/or one set of written comments on a comment response form (format provided by the CONSULTANT).
7. The CONSULTANT will produce the signed and stamped project manual, with assistance as required by the CITY. The CONSULTANT will compile standard specifications and special provisions specific to civil, landscape, and lighting design. The CITY will provide up front language.
8. The CITY will be responsible for all construction administration services, with assistance as requested by the CONSULTANT.
9. The CITY will coordinate with franchise utilities as needed to review plans.
10. The CITY will coordinate any electrical connections needed for shared use path illumination with Snohomish County PUD.

City of Monroe-Furnished Services, Information, and Items

The City of Monroe will make available or direct the CONSULTANT to the following project resources as needed to complete the construction documents:

- Public comments in reference to the project
- Plans and project schedules for improvement in the study area
- Monroe Municipal Code
- GIS information for the study area
- Access to existing record drawing information of the study area as available

Task 1: Project Management and Coordination

The task consists of project management and coordination meetings, as described in the subtasks. This does not include internal CONSULTANT team meetings or site visits that are held internal to the CONSULTANT team and outside of the CITY; additionally, this does not include comment resolution meetings following milestone submittals, as described in Task 5.

Task 1.1: Coordination with City Staff

The CONSULTANT will attend and participate in a kickoff meeting with the CITY Project Manager and any necessary CITY staff. The goal of this meeting is to verify the design standards and guidance that may be applicable to the project scope.

Task 1.2: Coordination with WSDOT Local Programs

The CONSULTANT will contact the WSDOT Local Programs office in the northwest region to identify the staff assigned to this project and establish communication. The CONSULTANT and CITY Project Manager will participate in a kickoff meeting with WSDOT Local Programs staff to verify the expected requirements, permits, and documentation required for the project, including documentation for the purposes of the grant funding. Additional phone calls are anticipated during the life of the project

following milestone submittals and the expected schedule for permit submittals; comment resolution meetings will be help following submittals.

Task 1.3: Stakeholder Group Coordination

The CONSULTANT and the CITY Project Manager will identify and form a Stakeholder Group consisting of WSDOT, Snohomish County, and CITY staff for the purposes of reviewing and approving the components of the project. It is anticipated that up to four meetings will be needed with the Stakeholder Group.

Meeting Summary

- Project Coordination kick-off meeting with CITY staff
- Project Coordination kick-off meeting with WSDOT Local Programs
- Up to two (2) comment resolution meetings with WSDOT Local Programs
- Up to four (4) meetings with the Stakeholder Group
- Bi-weekly coordination meetings with CITY Project Manager

Deliverables

- Monthly progress reports and invoices
- Meeting minutes for the Kickoff, WSDOT Local Programs, and Stakeholder Group meeting(s)
- Project management plan and schedule maintenance

Task 2: Existing Condition Review

The CONSULTANT will conduct an existing condition review to support the development of construction documents for the project, consisting of the following subtasks:

Task 2.1: Topographic, Utility, and Site Survey

The CONSULTANT will research all recorded surveys, WSDOT right-of-way records and plat within the adjoining subject property; research easements across the subject property; and review the legal description.

The CONSULTANT will research the WSDOT & Snohomish County records to recover the monumentation controlling the site and establish a horizontal datum. The CONSULTANT will tie to at least two (2) local control monuments and reference them on the final drawings. These monuments will serve as the basis of horizontal coordinates using NAD 83/2011 horizontal control.

The CONSULTANT will recover and verify existing original monuments and include those locations on the survey. Survey limits will be from 179th Ave on the west end to Cascade View Drive on the East. Survey will include fog line stripping, edge of pavement, ditch sections, fence location, existing pavement on Fair grounds site up to the WSDOT right of way line and all utilities within the project area. Project site includes NE corner of 179th Ave (include all sidewalk panels, curb/gutter, curb ramps, paved area behind sidewalk to the fence) and the east limit is the existing sidewalk east of Cascade View Dr with the receiving curb ramp. For the north limit along Cascade View Dr, include the first driveway on the left.

The CONSULTANT will prepare a 1"=20' AutoCAD Civil 3D 2020 file showing at one-foot contours. Property lines & WSDOT right-of-way will be shown.

Assumptions

- The CITY will confirm CONSULTANT access to Evergreen State Fairgrounds.

- The project site is located within WSDOT managed access on US 2, and the CITY has permitting authority outside the edge of pavement; the WSDOT General Permit is assumed to be not required for access, but a permit for Temporary Traffic Control is assumed to be required.
- The CONSULTANT will have permission to conduct any minor “brushing” with machetes as necessary to move within the project limits safely.
- The CONSULTANT team will conduct a survey verifications field visit after the draft survey is complete
- The CONSULTANT will receive right-of-way plans from WSDOT during Task 1.2 coordination.
- Identification of key elevations and features related to the drainage channel will be identified prior to the survey field work

Deliverables

- Draft and final topographic, utility, and site survey

Task 2.2: Wetland and Stream Ordinary High Water Mark Determination and Delineation

The CONSULTANT will conduct a field investigation to assess and delineate the unnamed stream on the project site and to determine if there are any wetlands within the project area. This information will be utilized to prepare the project basemap (Task 2.1) and to assess impacts on critical areas. Once the existing conditions are characterized, and an engineering approach has been defined (following Task 3), the CONSULTANT will develop and implement a permitting strategy and prepare permit applications, including state, federal, and local environmental and cultural resource documentation (Task 4).

The CONSULTANT will identify the ordinary high water mark (OHWM) of the unnamed tributary within the project area, including for a minimum distance of 25-feet upstream and downstream of the project alignment. In addition, the CONSULTANT will determine if any of the unnamed stream riparian area is classified as wetland.

If wetlands are determined to be onsite, the CONSULTANT will use the methods defined in the Western Mountains, Valleys, and Coast Regional Supplement to the U.S. Army Corps of Engineers 1987 Wetlands Delineation Manual to determine the presence and extent of wetlands in the project area. The CONSULTANT will mark wetland boundaries in the field with sequentially numbered colored flagging and collect flag locations with Trimble GPS units. Field sketches and GPS data points of all wetland and stream boundaries will be provided.

The CONSULTANT will make observations regarding key wetland attributes and use this information to rate the wetland(s) using Ecology’s Wetland Rating System for Western Washington (2014 Update) and to assess CITY regulatory buffer requirements under CITY Code.

Assumptions

- This task includes time to review existing conditions materials and GIS support.
- The field investigation will require two biologists one full day, including travel time.
- Right of access will be provided by the CITY prior to the field delineation.
- The field visit will be scheduled to allow for a utility locate and required call to the Utility Notification Center.

Deliverables

- Wetland and/or stream sketch map and GPS data to contribute to the survey (Task 2.1).

Task 2.3: Geotech Investigation

The CONSULTANT will evaluate existing subsurface conditions in relation to the proposed improvements. Key issues include foundation support for the likely pedestrian bridge over the existing drainage channel, pavement design, and foundation support for luminaires.

Due to the mapped presence of alluvium at the site, subsurface explorations are recommended in order to evaluate subsurface conditions, particularly the potential presence of compressible soils. The CONSULTANT will prepare and submit an exploration plan for review and approval by the City. The explorations will be accessed from the Evergreen State Fairground property and will not require equipment or personnel along US 2. The CONSULTANT will mark exploration locations and will contact the One Call utility locate service and will also hire a subcontracted utility locate to clear exploration locations. The CONSULTANT will hire a subcontracted driller to complete cone penetration tests (CPTs); this scope assumes up to 4 CPTs will be completed to depths of 30 to 50 feet each. CPTs will be completed with a truck-mounted rig along the existing paved roadway. The CPTs can be completed without significant ground disturbance, and the resulting small hole (less than 6-inch diameter) in the pavement will be backfilled per Ecology requirements and patched with concrete to the level of the surrounding pavement.

Based on the subsurface explorations, the CONSULTANT will prepare a geotechnical report with conclusions and recommendations for design and construction of the project, including earthwork, foundation support recommendations for the pedestrian bridge, pavement design recommendations, and luminaire foundation recommendations. The report will also address geologic critical areas for the site. The report will be submitted as a draft for review and comment and will then be finalized.

The CONSULTANT will also provide geotechnical support as required for project permit submittals and will review the project plans and specifications as relates to our services.

Assumptions

- It is assumed that the City will secure any permits or rights-of-entry that are required to complete subsurface explorations along the existing paved roadway, based on the exploration plan the CONSULTANT will provide. It is assumed that a WSDOT General Use Permit is not required.
- It is assumed that due to the low traffic on the existing roadway, traffic control consisting of cones around the work area will be adequate to complete the work safely. Traffic control is not included in this scope.
- It is assumed that CPTs will be patched with concrete. If pavement patching with hot mix asphalt is required, an additional mobilization will be required, which is not included in this scope.
- It is assumed that infiltration will not be required on site. This scope does not include testing to evaluate infiltration.

Deliverables

- Exploration Plan
- Draft Geotechnical Report
- Final Geotechnical Report

Task 3: Conceptual Design

The CONSULTANT will review relevant design guidance and standards and prepare a draft memorandum documenting the expected basis of design for the project; this will, in part, be based on feedback received during the project coordination kickoff meeting (Task 1.1). The basis of design will describe expected design criteria to be confirmed by CITY staff and the Stakeholder Group (Task 1.3). The first meeting with the Stakeholder Group will be used to confirm the basis of design, collect comments and feedback, and finalize the memorandum.

The CONSULTANT will develop a conceptual design of the project, using the basis of design. The conceptual design will depict key features of the project for review and comment at the second meeting with the Stakeholder Group. The conceptual design will consist of illustrative, plan-view and cross-section drawings at two (2) locations, and one (1) isometric rendering to demonstrate the key features of the project. The conceptual design documents will be revised once and will be available for use on the project website. Key features may include:

- Intersection crossing design
- Type and location of fence and motor vehicle access
- Pedestrian lighting
- Planting and gateway features

Assumptions

- Conceptual design plan-view and cross-section drawings will be created in AutoCAD
- The isometric rendering will be created in Sketchup

Deliverables

- Draft and final Basis of Design Memorandum
- Draft and final plan-view and cross-section drawings at two (2) locations
- Draft and final isometric rendering at one (1) location

Task 4: Permitting Support

The CONSULTANT will provide permitting support for the project; this is expected to consist of permits required by WSDOT to meet the requirements of the grant funding, local permits, and environmental documentation to comply with the National Environmental Policy Act (NEPA), the State Environmental Policy Act (SEPA), and other state and federal regulations.

Task 4.1: WSDOT and Monroe Permits

The CONSULTANT will provide necessary documentation and permit support to meet the requirements of the federal grant funding, in addition to local and WSDOT permit requirements.

Assumptions

- The CONSULTANT will establish the requirements of permits related to WSDOT right-of-way and federal grant funding with WSDOT Local Programs during coordination under Task 1.2

Deliverables

- Permit documentation related to CITY permits
- Permit documentation related to WSDOT and federal grant funding requirements

Task 4.2: Biological Assessment

The CONSULTANT will prepare one Biological Assessment (BA) based on the presence of a federal nexus for the project due to federal funding. The BA will include an evaluation of potential direct and indirect effects of the project on federally listed threatened, endangered, and proposed species and critical habitat. The CONSULTANT will also complete the analysis of the environmental baseline, interrelated and interdependent actions, cumulative effects, and address Essential Fish Habitat (EFH). The BA will be prepared following US Fish and Wildlife (USFWS) and National Marine Fisheries Service (NMFS) guidelines and to WSDOT standards.

Based on the known distribution of listed species and habitats within the action area and the potential design/construction elements, the assumption for this scope is that a BA effects finding of “no effect” is likely appropriate for all listed species. The CONSULTANT will prepare a “Letter of No Effect” to document the absence of impacts on ESA-listed species.

Assumptions

- The CONSULTANT will base its biological assessment on 60% Submittal (Task 5.2). Additional work required to address requests for additional information beyond the submittal of the specified materials to the CITY is not included.
- The project is not expected to require the submittal of a Joint Aquatic Resource Permit Application (JARPA) with the U.S. Army Corps of Engineers.
- This task assumes a finding of “No Effect” for all species. If the project impacts are greater than anticipated, or it is determined that ESA-listed species could be present in the project area, an Amendment may be required to prepare a full Biological Assessment.
- The scope assumes that the project will result in only minor, if any, ESA indirect effects to listed species from in-water work and that detailed land use analysis of the action area will not be required.
- Surveys for fish, wildlife, or rare plants are not included as part of this scope of work.

Deliverables

- Draft BA in digital PDF format for CITY and Toole Design review.
- Revised Draft BA for WSDOT review
- Final BA for submittal with NEPA Categorical Exclusion documentation

Task 4.3: Section 4(f) Evaluation

Federal funding through FHWA also triggers the need for project compliance with Section 4(f) (DOT Act of 1966) for potential impacts to public parks and recreation lands, wildlife and waterfowl refuges, and historic sites. Section 4(f) resources will be addressed in a technical memorandum prepared in general accordance with Chapter 457 of the WSDOT Environmental Manual. Historic and archeological sites will be studied in the Cultural Resources analysis and referenced in the 4(f) Memorandum if required. If the impacts to any 4(f) resources are identified that constitute a “use” of the property, then a Section 4(f) Evaluation will be appended to the WSDOT ECS Form.

Assumptions

- For the purposes of this scope, it is assumed that project impacts would not rise above a *de minimis* level. If impacts are determined to be greater than *de minimis*, a scope and budget amendment may be necessary.

Deliverables

- Draft Section 4(f) Technical Memorandum in digital PDF format for CITY review
- Revised Draft Section 4(f) Technical Memorandum for WSDOT review
- Final Section 4(f) Technical Memorandum for submittal to WSDOT

Task 4.4: NEPA Categorical Exclusion

The involvement of federal funds from WSDOT/FHWA triggers the requirement for the project to comply with the NEPA, with WSDOT as the federal lead entity. Prior to commencement of work on the project, the scope and level of documentation for each discipline area will be confirmed by the CITY and WSDOT. The CONSULTANT will coordinate with the CITY and WSDOT Local Programs staff to determine the appropriate approach for environmental review and documentation. The project assumptions will be discussed with WSDOT to confirm the approach. After the CONSULTANT has documented the existing conditions of the project site, and prior to completing the impact analyses, the team will again coordinate with WSDOT staff to confirm the original assumptions for project approach. These meetings are covered under Task 1.2.

For the purposes of this scope and budget, it is assumed that a DCE (Documented Categorical Exclusion) is the appropriate level of NEPA documentation, as no significant impacts on the environment are anticipated. The CONSULTANT will complete the CE forms per the guidance and requirements in the FHWA Environmental Impact Related Procedures (23 CFR 771) and WSDOT's Environmental Manual. It is assumed that no other technical reports will be required for any discipline.

The CONSULTANT shall complete the CE Checklist using existing information from the technical reports completed for the project (described above and below), the project design plans, and other available information. After approval by the CITY, the CONSULTANT will electronically submit the CE Checklist and all supporting documentation to WSDOT for review and approval via the ERS-ECS database.

Assumptions

- It is assumed that WSDOT will review and approve the analysis approach prior to the commencement of the modeling efforts. If WSDOT requires a substantially different approach than that outlined here, a scope and budget amendment may be necessary.

Deliverables

- Draft CE Checklist in digital PDF format for CITY review.
- Revised Draft CE Checklist for WSDOT review
- Final CE Checklist for submittal to WSDOT

Task 4.5: SEPA Checklist

For purposes of this scope of services, the CONSULTANT has assumed that the CITY will be the SEPA lead agency and that they will issue a SEPA determination consistent with their SEPA rules. The CITY will be responsible for finalizing the SEPA documents and responding to public and agency comments. At this time, it is reasonable to assume that no additional studies would be necessary to complete the SEPA documentation, other than those described herein. The CONSULTANT has assumed that they will prepare a SEPA Environmental Checklist for the project as a basis for scoping. The CITY will be responsible for processing and publishing the checklist and SEPA determination and responding to public and agency comments. The CONSULTANT will prepare a draft and final project-specific Environmental Checklist for the project. The CITY may choose to issue a Notice of Adoption of the NEPA

document in-lieu of preparing a SEPA Checklist, in which case, it is assumed the CITY will be responsible for preparation of that document.

Assumptions

- No additional technical studies or additional analysis are included in this task. If the CITY determined that additional studies or analysis are required, that work will be authorized and completed prior to completion of the SEPA Environmental Checklist.
- The CITY will be responsible for noticing and any publication or other fees.

Deliverables

- Draft SEPA checklist in digital PDF and Word format for CITY review.
- Final SEPA checklist in digital PDF and Word format

Task 4.6: Hydraulic Project Approval

The project will involve the construction of a foot bridge over the unnamed stream, which requires a Hydraulic Project Approval (HPA) permit from the Washington Department of Fish and Wildlife (WDFW). An HPA is required for construction projects that use, divert, obstruct, or change the natural bed or flow of state waters. The HPA permit is authorized through Chapter 77.55 RCW, and administered through rules in Chapter 220-110 Washington Administrative Code (WAC). WDFW recently revised the application process and now requires internet submittals through their Aquatic Protection Permitting System (APPS).

Assumptions

- The CITY will make the CONSULTANT the authorized agent for the project.
- The CITY will provide one round of comments on the HPA prior to online submittal.
- Fees and costs associated with processing the permit application will be paid by the CITY.
- The HPA will be submitted when the footbridge is at a design level of from 60 to 90 percent.

Deliverables

- Online submittal of the HPA using the new APPS

Task 4.7: Critical Areas Report

The CONSULTANT will prepare a Critical Area Report in accordance with the requirements of Monroe Municipal Code (MMC) 20.05.060 – Critical Areas. This report will describe the findings identified in Task 2.2, including wetlands, streams and habitat identified within the project alignment. The Critical Areas Report will summarize wetland ratings, stream typing, buffers and other regulatory requirements based upon local, state and federal standards.

This report will also assess impacts to critical areas along the proposed alignment by assessing elements of construction activity including limits of clearing and grading, fill and excavation quantities; and other engineering design information. The project is assumed to not require effects on the existing wetland (if present) or stream that would require the submittal of a JARPA permit. Impact analyses will be based upon 60% or greater design drawings.

Assumptions

- The Critical Areas Report will address three critical areas: wetlands, streams, and fish and wildlife of importance. Analysis of geologic hazard (e.g., seismic hazard areas, landslide hazard

areas, or erosion hazard areas) and flood hazard areas will be conducted by others and reported separately.

- The project is not expected to require the submittal of a JARPA permit with the U.S. Army Corps of Engineers; therefore, a conceptual mitigation plan will not be included in the Critical Areas Report.
- There will be two review cycles for the Critical Area Report: the Draft Report, after which Toole Design and CITY edits will be incorporated and a Final Critical Areas Report produced. Comments by multiple reviewers will be consolidated and any discrepancies resolved by the CITY prior to transmission to the CONSULTANT.

Deliverables

- Draft Critical Area Report (provided in electronic format).
- Final Critical Area Report - revised per one round of review and comment by the CITY.

Task 4.8: Cultural Resources

The CONSULTANT will prepare draft correspondence to assist the CITY/WSDOT/FHWA in defining the Area of Potential Effects (APE) to initiate Section 106 Consultation, and a Cultural Resources Literature Review documenting the existing condition and potential for Historic Properties (i.e., NRHP-eligible archaeological sites, historic buildings/structures, and Traditional Cultural Properties) within the APE. The Cultural Resources Literature Review will incorporate results of background archival research, a brief field surface reconnaissance, and provide recommendations regarding further cultural resources that may be required for compliance with Section 106. The CONSULTANT will contact affected Tribes on technical staff to technical staff basis to solicit knowledge or information the Tribes may have regarding APE and its vicinity.

Assumptions

- No archaeological site/isolate forms, or Historic Property Inventory Forms will be needed or prepared.
- Due to previous disturbance and paving within the APE, WSDOT/FHWA will not require subsurface probing or other invasive archaeological survey or testing. If WSDOT/FHWA determine subsurface probing is required, an amendment will be required.
- The APE will not include any buildings or structures that are already or will be 50 years or older at the time of project construction. If the CONSULTANT determines that historic buildings or structures are present within the APE, an amendment to document and record the buildings/structures on Historic Property Inventory Forms may be required.
- With the exception of the Tribal technical letter, there will be up to three review cycles for each deliverable:
 - The First Draft Version will be reviewed by the CITY, and edits then incorporated.
 - The Second Draft Version will be reviewed by WSDOT, and edits then incorporated.
 - The Final Version will be reviewed by Department of Archaeology and Historic Preservation (DAHP), affected Tribes, and other Section 106 Consulting Parties, and edits then incorporated.
 - The Revised Final Version will be distributed to CITY and WSDOT. For the Cultural Resources Literature Review, the CONSULTANT additionally will place an electronic version on DAHP's WISAARD database.

Deliverables

- APE Correspondence – three rounds of review, plus final (electronic).
- Tribal technical letter – distributed by the CONSULTANT (hard copy and electronic) after APE definition letter has been distributed by WSDOT.
- Cultural Resources Literature Review – three rounds of review, plus final (electronic).

Task 5: Plans, Specifications, and Estimates

The CONSULTANT will prepare 30%, 60%, 90%, and Final PS&E documents for the project. The 30% design will build on the conceptual design (Task 3) and feedback from the Stakeholder Group (Task 1.3). In addition to these submittals, the CONSULTANT will prepare WSDOT channelization and right-of-way plans; the requirement for these plans will be determined in Task 1.2, but it is assumed that two submittals will be required.

The CONSULTANT will prepare an itemized quantity takeoff of bid items for each plan set and Engineer’s Estimate for the project at the 30%, 60%, 90%, and Final PS&E document design submittals. The CONSULTANT will work with the CITY to use standard bid item unit costs based on historical costs in the City of Monroe or similar projects in the Puget Sound region. The CONSULTANT shall modify unit costs based on experience and judgement to reflect specific construction requirements of this contract and the general bidding environment.

The CONSULTANT will prepare a draft and final stormwater report for the project. The draft submittal is assumed to occur with the 60% Submittal (Task 5.2) and the final with the 90% Submittal (Task 5.3).

The following information will be provided at each level of design:

Task 5.1: 30% Submittal

The CONSULTANT will prepare engineering plans on 22”x34” sheets, using 1”=20’ scaled viewports to cover the anticipated 1,200 linear feet of project area.

Anticipated sheets for the 30% submittal include:

| | |
|--------------------------------------|-----------|
| Cover Sheet | 1 |
| Notes | 1 |
| Paving Plans | 3 |
| Paving Details | 2 |
| Pavement Marking and Signing Plans | 3 |
| Pavement Marking and Signing Details | 2 |
| Landscape Plans | 3 |
| Landscape Details | 2 |
| Total | 18 Sheets |

Additionally, the CONSULTANT will prepare WSDOT channelization and right-of-way plans (if required); these plans will be submitted on a separate timeline from the 30% Submittal. Additionally, any design deviation documentation will be prepared at this stage.

Assumptions

- Channelization and right-of-way plan requirements will be determined through coordination with WSDOT in Task 1.2
- Detailed curb ramp design is not included in the 30% submittal
- Detailed lighting design is not included in the 30% submittal
- Detailed channel crossing design is not included in the 30% submittal

Deliverables

- Draft WSDOT channelization and right-of-way plans
- Draft design variance documentation (if required)
- 30% Design Plans (electronic PDF of half-size drawings)
- 30% Design Opinion of Probable Cost

Task 5.2: 60% Submittal

The CONSULTANT will prepare plans, special provisions, and an engineer’s estimate addressing the comments received on the 30% plans. The CONSULTANT anticipates attending a comment resolution meeting to respond to comments and confirm direction.

The CONSULTANT will prepare engineering plans that address these comments and provides additional detail. Anticipated sheets for the 60% submittal include:

| | |
|--|-----------|
| Cover Sheet | 1 |
| Notes | 1 |
| Demolition, Site Preparation, and TESC | 3 |
| Paving Plans | 3 |
| Curb Ramp Details | 1 |
| Boardwalk or Culvert Details | 1 |
| Paving Details | 1 |
| Pavement Marking and Signing Plans | 2 |
| Pavement Marking and Signing Details | 1 |
| Landscape Plans | 3 |
| Landscape Details | 2 |
| Shared Path Lighting Plans | 3 |
| Shared Path Lighting Details | 2 |
| Total | 24 Sheets |

The CONSULTANT will prepare the draft Stormwater Report and submit with the 60% Submittal. The report will follow the requirements identified in Washington State Department of Ecology’s *Stormwater Management Manual for Western Washington*, and any local and WSDOT requirements.

Assumptions

- Attend one comment resolution meeting with CITY staff
- Comment resolution meeting with WSDOT Local Programs is identified in Task 1.2
- The project will not trigger stormwater flow control or water quality requirements

Deliverables

- 60% Design Plans (electronic PDF of half-size drawings)
- Draft special provisions for civil, landscape and lighting design
- 60% Design Opinion of Probable Cost
- Draft Stormwater Report

Task 5.3: 90% Submittal

The CONSULTANT will prepare plans, draft Project Manual, and an engineer’s estimate addressing the comments received on the 60% plans. The CONSULTANT anticipates attending a comment resolution meeting to respond to comments and confirm direction.

Anticipated sheets for the 90% submittal include:

| | |
|--|-----------|
| Cover Sheet | 1 |
| Notes | 1 |
| Demolition, Site Preparation, and TESC | 3 |
| Paving Plans | 3 |
| Curb Ramp Details | 1 |
| Boardwalk or Culvert Details | 1 |
| Paving Details | 1 |
| Pavement Marking and Signing Plans | 2 |
| Pavement Marking and Signing Details | 1 |
| Landscape Plans | 3 |
| Landscape Details | 2 |
| Shared Path Lighting Plans | 3 |
| Shared Path Lighting Details | 2 |
| Total | 24 Sheets |

Additionally, the CONSULTANT will prepare and submit revised WSDOT channelization and right-of-way plans (if required); these plans will be submitted on a separate timeline from the 90% Submittal.

The CONSULTANT will prepare the final Stormwater Report and submit with the 90% Submittal; changes identified during the review in Task 5.2 will be revised and/or addressed as necessary.

Assumptions

- Attend one comment resolution meeting with CITY staff
- Comment resolution meeting with WSDOT Local Programs is identified in Task 1.2
- The CITY Project Manager will provide front end and Division 1 forms and contracts specific to the City of Monroe for the purposes of assembling the draft Project Manual

Deliverables

- Final WSDOT channelization and right-of-way plans
- 90% Design Plans (electronic PDF of half-size drawings)
- 90% Design Opinion of Probable Cost
- Draft Project Manual
- Final Stormwater Report

Task 5.4: Final PS&E Submittal

Upon receipt of 90% comments the CONSULTANT will prepare bid-ready documents, including plans, final Project Manual and engineer's estimate ready for all the stamps and signatures needed for bid advertisement. Any final additions to the project manual will be added at this time. The CONSULTANT will perform a final Quality Assurance/Quality Control (QA/QC) review to ensure that all comments have been addressed and furnish the final bid package to the City.

Anticipated sheets for the Final PS&E submittal include:

| | |
|--|-----------|
| Cover Sheet | 1 |
| Notes | 1 |
| Demolition, Site Preparation, and TESC | 3 |
| Paving Plans | 3 |
| Curb Ramp Details | 1 |
| Boardwalk or Culvert Details | 1 |
| Paving Details | 1 |
| Pavement Marking and Signing Plans | 2 |
| Pavement Marking and Signing Details | 1 |
| Landscape Plans | 3 |
| Landscape Details | 2 |
| Shared Path Lighting Plans | 3 |
| Shared Path Lighting Details | 2 |
| Total | 24 Sheets |

Assumptions

- Attend one comment resolution meeting
- Comment resolution meeting with WSDOT Local Programs is identified in Task 1.2

Deliverables

- Final Design Plans (electronic PDF of full-size drawings and all CADD files)
- Final Project Manual (electronic PDF and word document)
- Final Opinion of Probable Cost
- Curb ramp improvements MEF documentation (if necessary)

Task 5.5: Bid Support

The CONSULTANT will provide support to create addendum revising the Final PS&E Submittal as necessary to address contractor questions during the bidding process.

Assumptions

- The CONSULTANT will not attend a pre-bid meeting
- The CITY will coordinate questions from bidders

Deliverables

- Up to three (3) bid addendum

Task 6: Management Reserve

This task provides a management reserve allowance that may be used to address unforeseen tasks necessary for any of the project components. This allowance may only be utilized based on written authorization from the CITY'S project manager.

Task 7: Construction Phase Services

The CONSULTANT may support the CITY during construction on an as needed basis. This support may include review of submittals, attendance at construction meetings, on site observations, and other tasks as requested by the CITY. A detailed scope and fee estimate for construction phase services will be developed at a later date.

Project Schedule

| Task* | 2021 | | | | | | | | | | | 2022 | | |
|-------|------|-------|-------|-----|------|------|-----|------|-----|-----|-----|------|-----|-------|
| | Feb | March | April | May | June | July | Aug | Sept | Oct | Nov | Dec | Jan | Feb | March |
| 1.1 | | | | M | | M | | | M | | | M | | |
| 1.2 | | M | | | | | M | | | | | M | | |
| 1.3 | | M | | M | | | | | | | | | | |
| 2.1 | | | | | | | | | | | | | | |
| 2.2 | | | | | | | | | | | | | | |
| 2.3 | | | | | | | | | | | | | | |
| 3 | | S | | | | | | | | | | | | |
| 4.1 | | | | | | | | | | | | | | |
| 4.2 | | | | | | | | | | | | | | |
| 4.3 | | | | | | | | | | | | | | |
| 4.4 | | | | | | | | | | | | | | |
| 4.5 | | | | | | | | | | | | | | |
| 4.6 | | | | | | | | | | | | | | |
| 4.7 | | | | | | | | | | | | | | |
| 4.8 | | | | | | | | | | | | | | |
| 5.1 | | | S | | | | | | | | | | | |
| 5.2 | | | | | S | | | | | | | | | |
| 5.3 | | | | | | | | S | | | | | | |
| 5.4 | | | | | | | | | | | S | | | |
| 5.5 | | | | | | | | | | | | | | |

*Task 6 and 7 would occur beyond schedule depicted

M = meeting

S = submittal

Exhibit B
DBE Participation

There are no DBE goals for this agreement.

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 to provide. 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

AutoCAD Civil 3D 2020 software

B. Roadway Design Files

AutoCAD Civil 3D 2020 software, Word, and Excel

C. Computer Aided Drafting Files

Full-size plans will be prepared at 1"=20' scale using AutoCAD Civil 3D 2020 software

Agreement Number:

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

City will review and comment on all design submittals.

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

Plans, Specifications, Estimates, Geotechnical Report, Environmental Assessment, Drainage Report

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

See Exhibit A, Scope of Work, for Agency furnished services and information.

Agreement Number:

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

Email, FTP site

A. Agency Software Suite

Microsoft Office (Word, Excel, Outlook, etc.)

B. Electronic Messaging System

Email (MS Outlook)

C. File Transfers Format

Electronic transfer via email or FTP site (e.g. Sharepoint)

Exhibit D
Prime Consultant Cost Computations

See Exhibit D, Fee Estimate attached hereto commencing on the following page.

Agreement Number:

US 2 Non-motorized Shared Path

City of Monroe
 Toole Design Group Project No. 70154
 January 4, 2021
 Hours and Budget Estimate

Hourly Subtotals Fee Subtotals

| | Toole Design | GeoEngineers | ESA | NV5 | | |
|--|--------------|--------------|--------------|--------------|---------------|---------------|
| | \$ 81,531.04 | \$ 16,429.28 | \$ 37,183.28 | \$ 13,479.40 | | \$ 148,623.00 |
| Labor Hours Total | 626 | 85 | 298 | 114 | 1123 | |
| Work Element Description | | | | | | |
| Task 1 - PM and Coordination | | | | | | |
| 1.1: Coordination with City staff | 26 | 0 | 0 | 0 | 26 | \$ 4,163.54 |
| 1.2: Coordination with WSDOT Local Programs | 12 | 0 | 30 | 0 | 42 | \$ 6,780.94 |
| 1.3: Stakeholder Group Coordination | 10 | 0 | 0 | 0 | 10 | \$ 1,561.90 |
| <i>Task 1 Totals</i> | 48 | 0 | 30 | 0 | 78 | \$ 12,506.38 |
| Task 2 - Existing Conditions Review | | | | | | |
| 2.1: Topographic, Utility, and Site Survey | 5 | 0 | 0 | 114 | 119 | \$ 14,236.24 |
| 2.2: Wetland and Stream OHWM Determination and Delineation | 5 | 0 | 30 | 0 | 35 | \$ 4,770.27 |
| 2.3: Geotechnical Investigation | 4 | 85 | 0 | 0 | 89 | \$ 16,977.10 |
| <i>Task 2 Totals</i> | 14 | 85 | 30 | 114 | 243 | \$ 35,983.61 |
| Task 3 - Conceptual Design | | | | | | |
| Basis of design memorandum | 9 | 0 | 0 | 0 | 9 | \$ 1,304.66 |
| Plan-view concepts | 15 | 0 | 0 | 0 | 15 | \$ 1,824.00 |
| Cross-section concepts | 9 | 0 | 0 | 0 | 9 | \$ 1,154.36 |
| Rendering | 14 | 0 | 0 | 0 | 14 | \$ 1,937.54 |
| <i>Task 3 Totals</i> | 47 | 0 | 0 | 0 | 47 | \$ 6,220.56 |
| Task 4 - Permitting Support | | | | | | |
| 4.1: WSDOT and Monroe Permits | 22 | 0 | 0 | 0 | 22 | \$ 3,442.34 |
| 4.2: Biological Assessment | 1 | 0 | 30 | 0 | 31 | \$ 5,114.31 |
| 4.3: Section 4(f) Evaluation | 1 | 0 | 30 | 0 | 31 | \$ 3,150.13 |
| 4.4: NEPA Categorical Exclusion | 1 | 0 | 44 | 0 | 45 | \$ 4,755.83 |
| 4.5: SEPA Checklist | 1 | 0 | 32 | 0 | 33 | \$ 3,507.51 |
| 4.6: Hydraulic Project Approval | 1 | 0 | 18 | 0 | 19 | \$ 1,937.27 |
| 4.7: Critical Areas Report | 1 | 0 | 36 | 0 | 37 | \$ 4,429.49 |
| 4.8: Cultural Resources | 1 | 0 | 48 | 0 | 49 | \$ 6,566.11 |
| <i>Task 4 Totals</i> | 29 | 0 | 238 | 0 | 267 | \$ 32,902.99 |
| Task 5 - Plans, Specs & Estimates | | | | | | |
| 5.1: 30% | | | | | | |
| 30% Plans | 92 | 0 | 0 | 0 | 92 | \$ 11,722.24 |
| 30% Estimate | 10 | 0 | 0 | 0 | 10 | \$ 1,217.46 |
| 5.2: 60% | | | | | | |
| 60% Plans | 172 | 0 | 0 | 0 | 172 | \$ 21,095.12 |
| 60% Estimate | 10 | 0 | 0 | 0 | 10 | \$ 1,217.46 |
| 60% Special Provisions | 10 | 0 | 0 | 0 | 10 | \$ 1,254.14 |
| 5.3: 90% | | | | | | |
| 90% Plans | 94 | 0 | 0 | 0 | 94 | \$ 11,894.92 |
| 90% Estimate | 10 | 0 | 0 | 0 | 10 | \$ 1,217.46 |
| 90% Project Manual | 16 | 0 | 0 | 0 | 16 | \$ 2,255.42 |
| 5.4: Final PS&E | | | | | | |
| Final Plans | 46 | 0 | 0 | 0 | 46 | \$ 5,682.88 |
| Final Estimate | 6 | 0 | 0 | 0 | 6 | \$ 746.58 |
| Final Project Manual | 12 | 0 | 0 | 0 | 12 | \$ 1,525.00 |
| 5.5: Bid Support | | | | | | |
| | 10 | 0 | 0 | 0 | 10 | \$ 1,180.78 |
| <i>Task 5 Totals</i> | 488 | 0 | 0 | 0 | 488 | \$ 61,009.46 |
| <i>Task 1-5 Subtotal (Hours)</i> | 626 | 85 | 298 | 114 | 1123 | |
| <i>Task 1-5 Subtotal (Fee)</i> | \$ 81,531.04 | \$ 16,429.28 | \$ 37,183.28 | \$ 13,479.40 | \$ 148,623.00 | |

Task 6 - Management Reserve (10%)

\$ 14,862.30

Direct Expenses

| | | | | |
|-----------------------|-----------|-------------|-----------|-------------|
| Travel and Per Diem | \$ 500.00 | \$ 100.00 | \$ 75.00 | \$ 100.00 |
| Reproduction Expenses | \$ 50.00 | \$ - | \$ 25.00 | \$ 50.00 |
| Computer Expenses | \$ - | \$ - | \$ - | \$ - |
| Communication | \$ - | \$ - | \$ - | \$ - |
| Sampling and Testing | \$ - | \$ - | \$ - | \$ - |
| Subconsultants | \$ - | \$ 3,100.00 | \$ - | \$ 850.00 |
| Other | \$ - | \$ - | \$ - | \$ - |
| Total | \$ 550.00 | \$ 3,200.00 | \$ 100.00 | \$ 1,000.00 |

\$ 4,850.00

Total

\$ 168,335.30



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

July 17, 2020

Toole Design Group, LLC
8484 Georgia Avenue, Suite 800
Silver Spring, MD 20910

Subject: Acceptance FYE 2019 ICR – CPA Report

Dear Julie Albright:

We have accepted your firms FYE 2019 Indirect Cost Rate (ICR) of 174.28% of direct labor (rate includes 0.11% Facilities Capital Cost of Money) based on the “Independent CPA Report,” prepared by MacConel & Dodd. 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;

ERIK K. JONSON
Contract Services Manager

EKJ:ah

Exhibit E

Sub-consultant Cost Computations

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

See Exhibit E, Fee Estimate for project SUBCONSULTANTS attached hereto commencing on the following page. Project SUBCONSULTANTS are:

GeoEngineers, Inc., Environmental Science Associates, NV5

Agreement Number:



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

July 31, 2020

GeoEngineers, Inc.
17425 NE Union Hill Rd, Suite 250
Redmond, WA 98052

Subject: Acceptance FYE 2019 ICR – CPA Report

Dear Jane Lu:

We have accepted your firms FYE 2019 Indirect Cost Rate (ICR) of 202.52% of direct labor (rate includes 0.47% Facilities Capital Cost of Money) based on the “Independent CPA Report,” prepared by BDO USA, LLP. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards;

Jonson, Erik
Aug 3 2020 2:07 PM
cosign

ERIK K. JONSON
Contract Services Manager

EKJ:ah

GEOENGINEERS, INC.
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD
FOR THE YEAR ENDED DECEMBER 31, 2019

| Key | | Total Reported Costs | Adjustments To Reported | Reference For Adjustments | Allowable Costs | % of Direct Labor |
|--------------------------------|---|----------------------------|----------------------------|---------------------------------|----------------------|-------------------------|
| <u>DIRECT LABOR</u> | | \$16,174,835 | \$ - | | \$ 16,174,835 | 100% |
| <u>FRINGE BENEFITS</u> | | | | | | |
| 1 | Payroll Taxes | \$2,478,298 | \$ (193,478) | A | \$ 2,284,821 | 14.13% |
| 2 | Group Insurance | \$2,904,266 | \$ - | | \$ 2,904,266 | 17.96% |
| 3 | Worker's Compensation | \$116,648 | \$ - | | \$ 116,648 | 0.72% |
| 4 | Vacation, Holiday and Sick Pay | \$3,727,508 | \$ - | | \$ 3,727,508 | 23.05% |
| 5 | Profit Sharing and 401(k) Contributions | \$1,182,534 | \$ - | | \$ 1,182,534 | 7.31% |
| 6 | Bonuses and Severance | \$ 3,309,545 | \$ (569,491) | B | \$ 2,740,054 | 16.94% |
| | Total Fringe Benefits | \$13,718,799 | \$ (762,968) | | \$ 12,955,831 | 80.10% |
| <u>GENERAL OVERHEAD</u> | | | | | | |
| 7 | Non-Billable Labor | \$7,146,874 | \$ (479,740) | C | \$ 6,667,134 | 41.22% |
| 8 | Bid & Proposal Labor | \$1,351,333 | \$ - | | \$ 1,351,333 | 8.35% |
| 9 | Direct Selling Labor | \$1,902,077 | \$ (360,528) | D | \$ 1,541,549 | 9.53% |
| 10 | Office Rent & Maintenance | \$2,688,828 | \$ (87,617) | E | \$ 2,601,211 | 16.08% |
| 11 | Telecommunications | \$259,297 | \$ (384) | F | \$ 258,913 | 1.60% |
| 12 | Bus. Taxes & Other than Federal | \$700,515 | \$ (13) | | \$ 700,502 | 4.33% |
| 13 | Subscriptions, Stationery & Supplies | \$265,762 | \$ (27,708) | G | \$ 238,054 | 1.47% |
| 14 | Travel | \$1,204,246 | \$ (223,592) | H | \$ 980,655 | 6.06% |
| 14.5 | Company Vehicles | \$257,234 | \$ (257,234) | I | \$ - | 0.00% |
| 15 | Professional Dues, Meetings & Proposals | \$620,756 | \$ (89,888) | J | \$ 530,868 | 3.28% |
| 16 | Depreciation | \$810,136 | \$ (15,347) | I | \$ 794,788 | 4.91% |
| 17 | Equipment Rental & Maintenance | \$107,446 | \$ (331) | F | \$ 107,115 | 0.66% |
| 18 | Bad Debt | \$72,000 | \$ (72,000) | K | \$ - | 0.00% |
| 19 | Professional Consultants | \$665,505 | \$ (123,199) | L | \$ 542,306 | 3.35% |
| 20 | Entertainment/Advertising and Proposals | \$178,531 | \$ (159,266) | M | \$ 19,265 | 0.12% |
| 21 | Field and Laboratory Supplies | \$118,639 | \$ (21,670) | N | \$ 96,969 | 0.60% |
| 22 | Insurance | \$1,923,010 | \$ (5,337) | O | \$ 1,917,673 | 11.86% |
| 23 | Computer Maintenance and Software | \$1,213,223 | \$ (14,451) | E | \$ 1,198,772 | 7.41% |
| 24 | Recruiting & Relocation | \$117,905 | \$ (4,662) | P, E | \$ 113,243 | 0.70% |
| 25 | Contributions | \$34,873 | \$ (34,873) | Q | \$ - | 0.00% |
| 26 | Fines/Penalties/Unallowable | \$502 | \$ (502) | F | \$ - | 0.00% |
| 27 | Employee Health & Welfare | \$ 236,847 | \$ (170,348) | R | \$ 66,499 | 0.41% |
| | Total General Overhead | \$21,875,539 | \$ (2,148,690) | | \$ 19,726,850 | 121.96% |
| | Total Indirect Costs and Overhead | \$35,594,339 | \$ (2,911,658) | | \$ 32,682,681 | 202.06% |
| 28 | Facilities Capital Cost of Money ("FCCM") | \$ - | \$ 75,359 | S | \$ 75,359 | 0.47% |
| | Indirect Cost Rate, including FCCM | \$ 35,594,339 | \$ (2,836,299) | | \$ 32,758,040 | 202.52% |
| | | \$ - | \$ - | | \$ - | |

GeoEngineers, Inc.
Indirect Cost Rate Schedule
For the Year Ended December 31, 2019

| References to Adjustments | |
|----------------------------------|--|
| A | Fringe benefits adjustment for unallowable Direct Selling labor and unallowable bonuses per 48 CFR 31.201-6(e)(2). |
| B | Unallowable bonuses per 48 CFR 31.205-6(f) and 48 CFR 31.205-41. |
| C | Indirect labor adjustment required to meet PSMJ 2019 - 25th percentile of Direct Labor (an average of Environmental, Engineering -Prime, Engineering - Subcontractor firms), as a % of total labor (54.50%). |
| D | Unallowable marketing activities per 48 CFR 31.205-1,14,38 and 41. |
| E | Assigned parking costs unallowable per 48 CFR31.201-2 & 31.201-3; unallowable office for the benefit of employee per 48 CFR 31.201-3. |
| F | Fines & Penalties unallowable per CFR 31.205-15(a). |
| G | Promotional materials unallowable per 48 CFR 31.205-1(f)(5). |
| H | Vehicle costs unallowable per 48 CFR 31.201-2(d); Travel in excess of Federal per-diem unallowable per 48 CFR 31.205-46; Unallowable marketing activities per 48 CFR 31.205-1, 14 and 38; entertainment unallowable per 48 CFR 31.205-14; direct project costs unallowable per 48 CFR 31.202(a). |
| I | Vehicle costs unallowable per 48 CFR 31.201-2(d) |
| J | Dues to social clubs, memberships in civic and community organizations unallowable per 48 CFR 31.205-1(f)(7), 31.205-14; lobbying unallowable per 48 CFR 31.205-22; marketing costs unallowable per 48 CFR 31.205-1, 14, and 38; direct project costs unallowable per 48 CFR 31.202(a). |
| K | Bad debts unallowable per 48 CFR 31.205-3. |
| L | Direct project costs unallowable per 48 CFR 31.202(a); unallowable marketing activities per 48 CFR 31.205-1, 14 & 38; patent costs unallowable per 48 CFR 31.205-30. |
| M | Unallowable marketing activities per 48 CFR 31.205-1, 14 & 38; entertainment unallowable per 48 CFR 31.205-14; advertising unallowable per 48 CFR 31.205-38(b)(1). |
| N | Direct project costs unallowable per 48 CFR 31.202(a); vehicle costs unallowable per 48 CFR 31.201-2(d). |
| O | Unallowable key person life insurance per 48 CFR 31.205-19(e)(2)(v). Direct project costs unallowable per 48 CFR 31.202(a) |
| P | Unallowable taxes per 48 CFR 31.205-41. |
| Q | Contributions unallowable per 48 CFR 31.205-8. |
| R | Social activities unallowable per 48 CFR 31.205-14; employee gifts & recreation unallowable per 48 CFR 31.205-13(b). |
| S | Costs of money adjustment allowable per 48 CFR 31.205-10(a). |



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

July 1, 2020

Environmental Science Associates
2025 1st Avenue, Suite 1150
Seattle, WA 98121

Subject: Acceptance FYE 2019 ICR – CPA Report

Dear Caroline Brabrook:

We have accepted your firms FYE 2019 Indirect Cost Rate (ICR) of 188.15% of direct labor based on the “Independent CPA Report,” prepared by Gusman & Associates. 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;

ERIK K. JONSON
Contract Services Manager

EKJ:ah



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

September 11, 2020

WHPacific, Inc.
9755 SW Barnes Road
Portland, OR 97225

Subject: Acceptance FYE 2019 ICR – CPA Report

Dear Deanne Warren:

We have accepted your firms FYE 2019 Indirect Cost Rate (ICR) of 197.32% of direct labor (rate includes 0.23% Facilities Capital Cost of Money) based on the “Independent CPA Report,” prepared by Clifton Larson Allen, LLP. 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;

ERIK K. JONSON
Contract Services Manager

EKJ:ah

Exhibit F

Title VI Assurances

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

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “REGULATIONS”), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-CONSULTANT 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-1(a)

Exhibit G-1(b) City of Monroe

Exhibit G-2 Primary Covered Transactions

Exhibit G-3

Exhibit G-4

Agreement Number:

Exhibit G-1(a) of Consultant

I hereby certify that I am the
Toole Design Group, LLC
whose address is
8484 Georgia Ave, Suite 800, Silver Spring, MD 20910

- 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);

City of Monroe, WA

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.

Toole Design Group, LLC

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

January 4, 2021

Date

Agreement Number:

Exhibit G-1(b)

of City of Monroe

I hereby certify that I am the:

Other

of the City of Monroe, and Toole Design Group, LLC
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:

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

- 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.

Toole Design Group, LLC

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

January 4, 2021

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.

was made or entered into.

this transaction imposed by Section 1352, Title 31, U.S. Code.

10,000.00, and not more than \$100,000.00,

for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require

and that all such sub-recipients shall certify and disclose accordingly.

Toole Design Group, LLC

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

January 4, 2021

Date

Agreement Number:

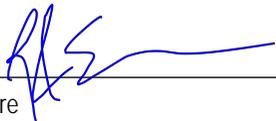
Exhibit G-4

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 US 2 Non-motorized Shared Path as of January 4, 2021. * 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: Toole Design Group, LLC


Signature

Executive Vice President
Title

Date of Execution***: January 4, 2021

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

Exhibit H
Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY and Insurance of this Agreement is amended to \$

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

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

-
-

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY \$1 million per occurrence or the value of the contract, whichever is greater to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

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

Notes: Cost of added insurance requirements: \$

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
-

Agreement Number:

Exhibit I

Alleged Consultant Design Error Procedures

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

Step 1 Potential Consultant Design 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 _____, 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 _____ 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. It 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

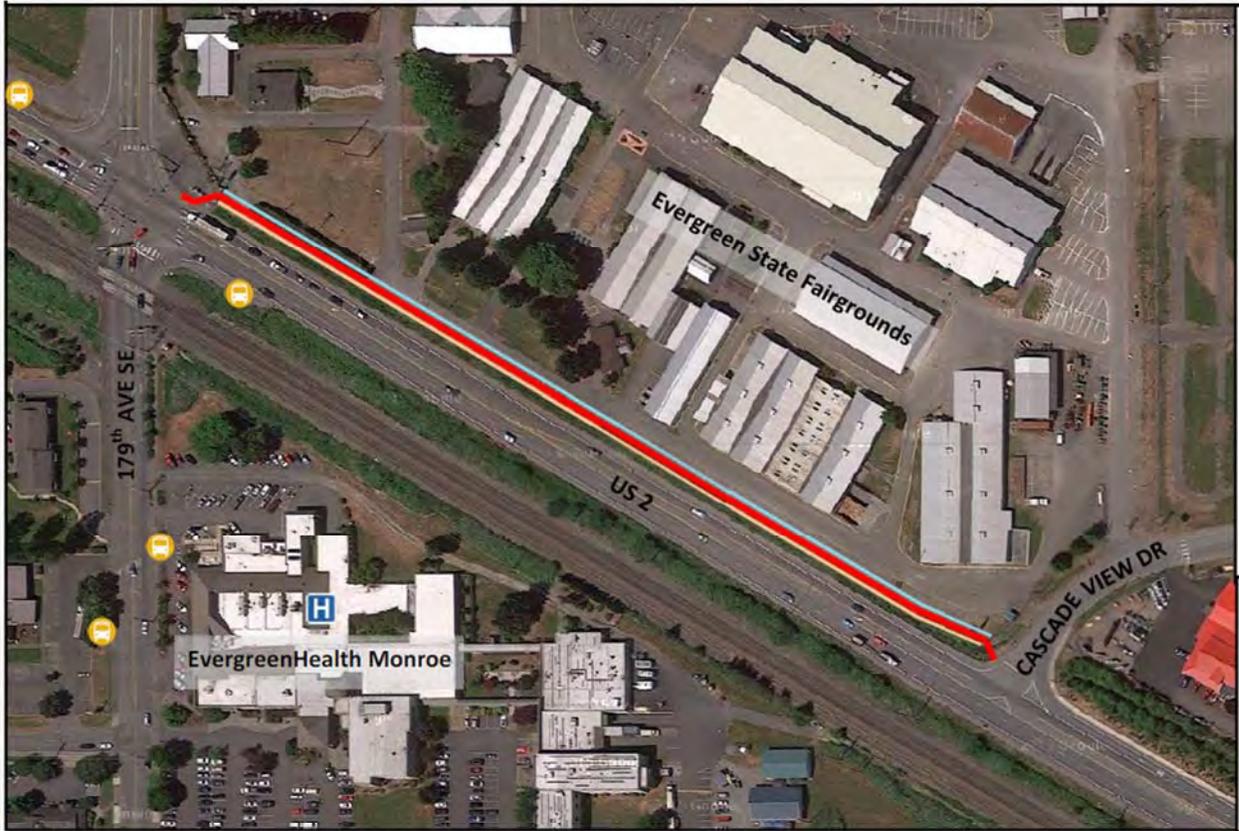
The Director of Public Works or decision regarding the consultant' and rationale utilized for the decision.

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 2: Vicinity Map
US 2 Non-motorized Shared Path Project



LEGEND

-  12' PATH
-  PERIMETER FENCE
-  ~ 4' FENCE
-  TRANSIT STOP
-  HOSPITAL





AGENDA BILL

Meeting Date: January 12, 2021

Staff Contact: Scott Peterson, Deputy City Engineer

Department: Public Works

SUBJECT: Authorize Preparation of Plans and Specifications/Solicitation of Bids for Construction (2021 Capital Improvement Projects)

PREVIOUS DISCUSSION:

N/A

PUBLIC HEARING(S):

N/A

REQUESTED ACTION:

Move to authorize the preparation of plans and/or specifications and an estimate of project cost for the following 2021 Capital Improvement Projects: 2021 Annual Road Maintenance, Strawberry Lane Water Main Replacement, 179th Sidewalk Extension, Kelsey St At-Grade Rail Crossing Improvements, WWTP CIP 1, Lord Hill/Spring Hill Pump Station Improvements, Monroe Municipal Campus Center, and WWTP Operations and Dewatering Roof

POLICY CONSIDERATIONS:

In accordance with the City of Monroe Procurement Policies & Procedures, Section 5, Public Works Projects, City Council approval is required for the preparation of Plans, Specifications, and Estimate for projects costing over \$100,000.

DESCRIPTION/BACKGROUND:

The Public Works Design and Construction Division requests Council authorization to develop plans, specifications, and estimates for the following new projects, which are part of the Capital Facilities Plan adopted by the City Council on November 12, 2019 (Ord. 022/2019):

1. 2021 Annual Road Maintenance
2. Strawberry Lane Water Main Replacement
3. 179th Sidewalk Extension
4. Kelsey St At-Grade Rail Crossing Improvements
5. WWTP CIP 1
6. Lord Hill/Spring Hill Pump Station Improvements
7. Monroe Municipal Campus Center
8. WWTP Operations and Dewatering Roof

See Project Descriptions and Map for more detailed information (Attachments 1 and 2).

FISCAL IMPACTS:

The table below identifies the funding by source for each of these projects along with the 2021 budgets:

| <u>Project Name</u> | <u>Phase</u> | <u>Street 318</u> | <u>Water 412</u> | <u>Sewer 422</u> | <u>Building 330</u> |
|---|--------------|--------------------|--------------------|--------------------|---------------------|
| 2021 Annual Road Maintenance | PE/CN | \$1,303,486 | | | |
| Strawberry Lane Water Main Replacement | PE | | \$86,540 | | |
| 179th Sidewalk Extension | PE/RW | \$180,900 | | | |
| Kelsey St At-Grade Rail Crossing Improvements | PE/RW | \$117,240 | | | |
| WWTP CIP1 | CN | | | \$1,630,000 | |
| Lord Hill/Spring Hill Pump Station Improvements | PE/CN | | \$2,177,417 | | |
| Monroe Municipal Campus Center | PE | | | | \$500,000 |
| WWTP Operations and Dewatering Roof | PE/CN | | | \$303,877 | |
| Total | | \$1,601,626 | \$2,263,957 | \$1,933,877 | \$500,000 |

PE=Design; RW=Right-of-Way; CN=Construction

- 100% of the cost for the 2021 Annual Road Maintenance will be reimbursed by the Transportation Benefit District
- For the 179th Sidewalk Extension, the City received a federal CMAQ grant in the amount of \$634,650 from the Puget Sound Regional Council to fund a substantial portion of the project.
- For the Kelsey St At-grade Rail Crossing Improvements Project, the City will receive \$420,342 in a federal Rail Safety Grant to fund a substantial portion of the project.

- The Strawberry Lane Water Main Replacement Project replaces the planned North Hill Improvements 116th-227th water project for 2021. Both projects are listed on the 6-Year Capital Facilities Plan, but staff identified Strawberry Lane as being a higher priority over the other. North Hill's budget is \$223,349 and Strawberry Lane's anticipated cost is \$86,540. Therefore, sufficient budget exists in the 2021 Budget for this substitution.

TIME CONSTRAINTS:

Approval is requested by Council to begin these projects. The 2021 Annual Road Maintenance project is a fast-tracked project with the goal to advertise for bids in April during a favorable bid environment. Without approval, the projects will be placed on hold and cause delays in each of the projects' timelines.

ALTERNATIVES TO REQUESTED ACTION:

Do not authorize the preparation of plans and/or specifications; and provide direction to the Mayor and staff regarding areas of concern.

ATTACHMENTS:

[Project Location Map](#)

[Project Descriptions](#)



PROJECT LOCATION MAP



PROJECT DESCRIPTIONS

The information provided below includes a brief description of the new project and a table indicating anticipated project cost by phase and fund. The associated phases of a project include Design (PE), Right-of-Way acquisition (RW), and Construction (CN).

1. 2021 ANNUAL ROAD MAINTENANCE

The City has budgeted approximately \$1,303,486 toward preserving existing streets in 2020. Work elements include new asphalt surfacing, roadway striping, and upgrading adjacent sidewalk ramps to current standards. The street fund will be reimbursed by the voter approved Transportation Benefit District (TBD). All design and construction will occur in 2021.

| Phase | Street 318 |
|--------------|------------------|
| PE (2021) | 75,000 |
| RW | |
| CN (2021) | 1,228,486 |
| Total | 1,303,486 |

| Road Name* | From | To |
|--------------------------|--------------|--------------|
| Roberts St | Park St | Access Rd |
| Monroe St | Park St | Kelsey St |
| McDougall St | Madison St | Access Rd |
| Powell St | Kelsey St | Sams St |
| Simons Rd | Railroad Ave | End |
| Short Columbia St | Sams St | Madison St |
| Madison St | Main St | Elizabeth St |
| Morris St | Pike St | Main St |
| Pike St | Sams St | Madison St |
| Mill St | Simons Rd | Railroad Ave |
| Orr St | Hill St | Access Rd |
| Maple St | Kelsey St | End |
| Ann St | Main St | US 2 |

**Preliminary road list. Final list will be determined as project costing is developed concurrent with design efforts*

***Powell St segments include design efforts in 2021. Street is slated for reconstruction in 2022*

2. STRAWBERRY LANE WATER MAIN REPLACEMENT

This project would replace 2,930 feet of aging 4 and 6 inch asbestos cement water main with new 8 inch ductile iron pipe. The project area is located in a residential neighborhood south of the hospital, specifically 180th Avenue, 181st Avenue, 182nd Avenue, and 150th Place. The project will also replace an existing 6" water main segment located under SR522.

| Phase | Water 412 |
|--------------|------------------|
| PE (2021) | 86,540 |
| RW | |
| CN (2022) | 1,377,600 |
| Total | 1,464,180 |

3. 179th AVENUE SIDEWALK EXTENSION

This project will add to the City's sidewalk network by constructing new sidewalk along the west side of 179th Avenue SE, beginning at the existing terminus at the approximate 15400 block and extending north approximately 540 feet to 154th Street SE. The project received a PSRC grant in the amount not to exceed \$634,650 to substantially fund this project.

| Phase | Street 318 |
|--------------|----------------|
| PE (2021) | 84,700 |
| RW (2022) | 96,200 |
| CN (2022) | 649,100 |
| Total | 830,000 |

4. KELSEY STREET AT-GRADE RAIL CROSSING IMPROVEMENTS

This project will make safety improvements at the Kelsey Street railroad crossing, including pedestrian flashers, upgrades to the track warning flashers, protective fencing, sidewalk improvements relocation of the existing transit stop, and other improvements to the BNSF crossing signal system. The project will receive a federal grant in the amount not to exceed \$419,342 to substantially fund this project. By making these improvements, the crossing will meet federal safety criteria in support the City's effort to establish a Quiet Zone.

| Phase | Street 318 |
|--------------|----------------|
| PE (2021) | 129,580 |
| RW (2021) | 10,000 |
| CN (2022) | 293,720 |
| Total | 433,300 |

5. WWTP CIP 1

The CIP 1 project addresses NPDES requirements for new effluent pH limitations. Design and Specifications have been submitted for Department of Ecology review. CIP 1 includes new chemical storage, handling, and metering equipment for system alkalinity and effluent pH control. Additional improvements include mixed liquor circulation optimization and aeration basin baffling. Modifications to the Aeration Basin Scrubber Room will be necessary for these improvements.

Completion of this project is required by December 31, 2021.

| Phase | Sewer 422 |
|--------------|------------------|
| PE | 0 |
| RW | 0 |
| CN | 1,630,000 |
| Total | 1,630,000 |

6. LORD HILL/SPRING HILL PUMP STATION IMPROVEMENTS

The existing pump stations that serve Lord Hill and Spring Hill are obsolete and need replacement.

| Phase | Water 412 |
|--------------|------------------|
| PE (2020) | 365,000 |
| RW | |
| CN (2021) | 1,812,417 |
| Total | 2,177,417 |

7. MONROE MUNICIPAL CAMPUS CENTER

The next step for the Municipal Campus Project includes completion of the architectural design for the Municipal Campus Center building. The centrally located hub design will be based upon the concepts approved by the City Council during the municipal campus facilities assessment and conceptual design phase in 2019.

Design of the space is expected to at a minimum include providing space for the city council chambers, municipal court room, and a centralized public access way to and from the parking area.

| Phase | Building 330 |
|--------------|---------------------|
| PE (2021) | 500,000 |
| PE (2022) | 120,000 |
| RW | |
| CN (2021) | |
| Total | 620,000 |

8. WWTP Operations and Dewatering Roof

This project includes replacement of the roof covering the southwest portion of the WWTP including the operations building, lab, and dewatering equipment.

| Phase | Building 307 |
|--------------|---------------------|
| PE | \$10,000 |
| RW | \$0 |
| CN | \$293,877 |
| Total | \$303,877 |



AGENDA BILL

Meeting Date: January 12, 2021

Staff Contact: Ben Warthan, Human Resources/IT
Director

Department: Human Resources/IT

SUBJECT: Authorize Mayor to sign Collective Bargaining Agreement with the Monroe Police Sergeants Teamsters Bargaining Unit

REQUESTED ACTION:

Authorize Mayor to sign Collective Bargaining Agreement with the Monroe Police Sergeants Teamsters Bargaining Unit except such minor revisions deemed necessary.

POLICY CONSIDERATIONS:

Municipal corporations (cities) may enter into a collective bargaining agreement with representatives of its employees governing the same subject matter and subject to the same limitations as it would be authorized to enter into with a single employee.

The council is responsible for approving contracts, including collective bargaining agreements, as set forth in the city's purchasing policies

DESCRIPTION/BACKGROUND:

The City of Monroe and the Monroe Police Sergeants have participated in collective bargaining negotiations, including mediation, and have reached a tentative agreement for a four (4) year collective bargaining agreement pending City Council approval. The agreement was ratified by the members of the Monroe Police Sergeant Unit on Thursday, December 3, 2020.

FISCAL IMPACTS:

This agreement includes the following changes:

- 1) Increase in pay ranges of 2% for 2020; 1.2% for 2021; and COLA for 2022 & 2023
- 2) Effective 2021, increase in longevity at 15 and 20 years from three (3) percent and four (4) percent respectively to four (4) percent and five (5) percent respectively.
- 3) Removal of the 7% Masters Degree Premium
- 4) Increase of vacation time consistent with compensation study.
- 5) HRA/VEBA post-retirement language

6) Effective 2022, positional pay for Criminal Investigation Division Sergeant and Support Service Sergeant.

TIME CONSTRAINTS:

The current agreement expired on December 31, 2019. Approval of the contract is needed for retroactive employee benefits as well as the updates to current benefit structure.

ALTERNATIVES TO REQUESTED ACTION:

Do not approve the contract and have the Mayor and City staff continue to negotiate with the Monroe Police Sergeants.

ATTACHMENTS:

[Monroe Police Sergeant 2020-2023 Contract for Approval](#)

AGREEMENT
by and between
CITY OF MONROE, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing the Law Enforcement Sergeants and Lieutenants)

January 01, 2020 through December 31, 2023

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AGREEMENT
by and between
CITY OF MONROE, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing the Law Enforcement Sergeants and Lieutenants)

January 1, 2020 through December 31, 2023

THIS AGREEMENT is by and between the CITY OF MONROE, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

ARTICLE 1 **RECOGNITION, UNION MEMBERSHIP AND PAYROLL DEDUCTION**

1.1 **Recognition** – The Employer recognizes the Union as the exclusive bargaining representative for all full-time commissioned Sergeants of the City of Monroe Police Department, excluding law enforcement officers, confidential employees and non-commissioned employees.

1.1.1 "Full-time employee" shall mean an individual performing bargaining unit work in a position that entails more than seventy (70) hours per month for more than five (5) months in any twelve (12) month period.

1.2 **Union Membership and Payroll Deduction** - The Employer shall deduct from the paycheck of each employee who has so authorized it the regular initiation fee, and any delinquent regular initiation fee, and regular monthly dues, and any delinquent regular monthly dues, uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. The performance of this function is recognized as a service to the Union by the Employer. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee on request, in writing, submitted to the Union in accordance with the terms and conditions of the authorization. The Union shall forward a copy of the revocation to the Employer as soon as possible after receiving it.

1.3 **Pay Date** – Employees hired after July 1, 2018 will receive their paychecks on the 7th and 22nd of each month. Employees hired on or before July 1, 2018 may continue to receive their paychecks on the 7th of each month; provided, however, any employee on a monthly payroll cycle who changes to bimonthly payroll cycle cannot return to monthly payroll cycle. If the 7th or the 22nd of the month falls on a weekend or a Monday holiday, the employee will be paid on the preceding Friday.

1.4 **Union Officials Time-Off** - A Union Official who is an employee in the bargaining unit (Shop Steward and/or member of the negotiating committee) may be granted time off while conducting business vital to the employees in the bargaining unit, provided:

1.4.1 They notify the Employer in writing at least forty-eight (48) hours prior to the time-off period;

1.4.2 The Employer is able to properly staff the employee's job duties during the time-off period;

- 1.4.3 The wage cost to the Employer is no greater than the cost that would have been incurred had the employee not taken time-off; and
- 1.4.4 Employees shall not transact Union business while working on shift that in any way interferes with the operation or normal routine of any department.

- 1.5 **Union Notification and New Hire Orientation** - Within seven (7) days from the date of hire of a new employee, the Employer shall forward to the Union the name, address, telephone number, Social Security number, position and rate of pay of the new employee. The Union and a shop steward will be provided thirty (30) minutes during a new employee's regular working hours for purposes of presenting information about the bargaining unit and Union membership. This generally shall occur within the first two (2) weeks of an employee's date of hire, but shall occur no later than ninety (90) calendar days from the date of hire. Employees have the option to attend or not attend the orientation. The Employer shall promptly notify the Union of all employees leaving its employment.
- 1.6 **Bulletin Boards and Email** – The Employer shall provide space for a Union bulletin board in the Police Department lunchroom, which is frequented by all employees within the bargaining unit. The Union may use Department email for purposes of conducting Union business with the City (e.g. meeting notifications and requests for representation meetings involving the Employer). The parties understand and acknowledge that any emails sent on the City's system are subject to public disclosure.

ARTICLE 2 HOURS OF WORK, OVERTIME, CALLBACK AND STANDBY

- 2.1 **Hours of Work** - The normal work day for employees shall be twelve (12) consecutive hours, including breaks and meal periods. The normal shift schedules shall provide for a three (3) day on-duty and three (3) day off-duty work cycle; provided however, each employee shall be credited, each month, with eight (8) hours additional compensatory time pay at the straight-time rate, which shall be paid the last day of May and the last day of November.
 - 2.1.1 Should either party elect to change to a work schedule other than three (3) consecutive twelve (12) hour days on-duty followed by three (3) consecutive twenty-four (24) hour days off-duty, Article 5 and Appendix "A" of this Agreement shall be open and subject to negotiation. Notice of intent to elect to change a work schedule shall be provided in writing not less than four (4) weeks prior to the effective date of a proposed schedule revision.
 - 2.1.2 By mutual agreement between the employee and the Employer, an employee's shift schedule may be other than set forth within Section 2.1.
 - 2.1.3 The policy of bidding for shift assignments on a seniority basis shall be recognized subject to approval of the Chief of Police. The City reserves the right to revise shift assignments in order to provide training, expose employees to different working environments, and as necessary to meet emergency operational situations. Shift assignment changes must be based on valid operational needs of the Department. In the event there is a shift change, the affected employee shall be given at least a thirty (30) calendar day notice.
- 2.2 **Work Period** - The FLSA work period for Sergeants shall be twenty-eight (28) days for employees not assigned to work twelve (12) hour shifts and twenty-four (24) days for employees assigned to work twelve (12) hour shifts.
- 2.3 **Overtime** – A Sergeant working a 3/12 shift schedule shall be compensated at one and one-half (1-1/2) times the regular rate of pay when working in excess of twelve (12) hours in one (1) day or one hundred forty-four (144) hours in a twenty-four (24-) day period. A Sergeant working a 4/10 shift schedule shall be compensated one and one-half (1-1/2) times the regular rate of pay when working in excess of ten (10) hours in one (1) day or one hundred sixty (160) hours in a twenty-eight (28) day work period.

- 2.3.1 Use of sick leave, vacation leave, holiday leave, or compensatory time shall constitute time worked for the purposes of calculating overtime.
- 2.3.2 Overtime should be authorized by the department supervisor and subsequently approved in writing, except in emergency situations.
- 2.3.3 Sergeants will be paid overtime for hours worked in excess of the scheduled number of work hours in the employee's normal shift schedule, including mandatory Department training and meetings, unless the Sergeant is given fourteen (14) days' notice, in which case overtime for hours worked will be paid pursuant to the FLSA overtime threshold.
- 2.4 **Compensatory Time** - In lieu of overtime pay, compensatory time-off may be accrued at the request of the employee. Scheduling of compensatory time-off shall be subject to approval of the employee's supervisor. Compensatory time-off shall be taken at the rate of one and one-half (1-1/2) times the hours worked.
- 2.4.1 At any time, each employee may opt to receive cash reimbursement for any unused compensatory time accrued.
- 2.4.2 All compensatory time accrued and not used or cleared by cash settlement shall be carried over as accrued compensatory time. Notwithstanding the foregoing, in May and November of each year, the Employer at its sole discretion may buy out an employee's unused accrued compensatory time down to sixty (60) hours.
- 2.5 **Callback** - Employees ordered to report back to duty after going home after their regular shift, or called on their day off, including time required to be spent in Court, either as a witness or in assistance on another employee's case, shall be guaranteed three (3) hours at one and one-half (1-1/2) times the employee's regular straight-time rate of pay, either in pay or compensatory time as the employee indicates, subject to approval by the department.
- 2.6 **Stand-by Duty** - An off duty employee who is notified that they are on Stand-by Duty for Sergeant duties (i.e., is required to be available by telephone and be available to respond to the City within thirty (30) minutes after being requested to do so shall receive Stand-by Duty allowance. Stand-by Duty shall be authorized only by the Chief or the Chief's designee. When Stand-by Duty is ordered, that employee shall receive two (2) hours of paid leave time or pay at the straight-time rate for every twelve (12) hours of Stand-by Duty. If the employee is called into work, they shall be compensated as a normal callout for duty in accordance with Section 2.5.
- 2.7 **Temporary Vacancy/Higher Classification** – At the discretion of the Chief, when a Command Officer is not available for on-call duties, a Sergeant will be placed in the Command Duty Officer position. The Sergeant will be chosen by the Chief or designee. Effective January 1, 2020, a Sergeant serving in this capacity will earn an additional stipend of seventy dollars (\$70.00) per work day in addition to all other wages and benefits to which the Sergeant is entitled under the terms of this Agreement.
- 2.8 **Unit Work Preservation** – If the on duty Patrol Sergeant is absent and staffing levels fall below minimums overtime shall be offered to another Sergeant, pursuant to the overtime roster. Only if a Sergeant is unavailable may the shift be assigned to an Officer.

ARTICLE 3 WAGES

- 3.1 The monthly rates of pay for employees covered by this Agreement shall be as set forth in Appendix "A" to this Agreement which by this reference shall be incorporated herein as if set forth in full. Should it become necessary to establish a new job classification within the bargaining unit during the term of the Agreement, the Employer may designate a job classification title and salary for the classification. Any new classification and salary shall

be negotiated prior to implementation.

3.2 **Longevity** – See Appendix “A”

3.3 **Education Pay** – See Appendix “A”

3.4 **Deferred Compensation** – See Appendix “A”

ARTICLE 4 LEAVES

4.1 **Vacation/Holiday** - Holidays as such shall not be recognized in police service for the Employer. Employees shall receive vacation and "vacation in lieu of holiday benefits" according to the following schedule: (Payroll Administration)

| Years of Continuous Service | Vacation Hours (per year) | Vacation Hours (per month) | Vacation in Lieu of Holidays (Hours) | Vacation in Lieu of Overtime (Hours) | Total Hours |
|------------------------------------|---------------------------|----------------------------|--------------------------------------|--------------------------------------|-------------|
| 1 st – 4 th | 104 | 8.67 | 88 | 24 | 216 |
| 5 th | 136 | 11.33 | 88 | 24 | 248 |
| 6 th – 9 th | 144 | 12.00 | 88 | 24 | 256 |
| 7 th | 152 | 12.67 | 88 | 24 | 264 |
| 8 th | 160 | 13.33 | 88 | 24 | 272 |
| 9 th | 168 | 14.00 | 88 | 24 | 280 |
| 10 th -11 th | 192 | 16.00 | 88 | 24 | 304 |
| 12 th -13 th | 200 | 16.67 | 88 | 24 | 312 |
| 14 th + | 208 | 17.33 | 88 | 24 | 320 |
| | | | | | |
| | | | | | |

While the vacation schedule above shall be retroactive to January 1, 2020, additional amounts of vacation accrued through this retroactivity shall not be credited to the employee’s vacation bank and available for use until January 1, 2021.

4.1.1 **Carry-Over** - An employee may carry over to the following year a maximum of two hundred forty (240) hours. With approval of the Mayor, an employee may carry over more than two hundred forty (240) hours. All other vacation time not taken during the year of entitlement of each year shall be forfeited.

4.1.2 Upon the effective date of termination of an employee’s employment, such employee shall thereupon cease to be an employee of the Employer. Such employee shall thereupon be entitled to a sum of money equal to their current rate of pay for any earned vacation leave.

4.1.3 Once an employee has given notice of his/her intent to terminate employment with the City, vacation may not be scheduled and/or taken in lieu of working the last two (2) weeks of employment, unless approved by the Department Director. The effective date of a termination shall be considered to be the last actual day the employee worked.

4.2 **Sick Leave** – Full-time employees shall accrue sick leave at the rate of eight (8) hours for each calendar month of service.

4.2.1 Newly hired employees shall be credited with a bank of ninety-six (96) hours and shall not accumulate any additional sick days until completion of one year of employment, as long as their sick leave amounts are consistent with or exceed the requirements of the state law.

4.2.2 Sick leave may accumulate until claimed and used. Sick leave that is used by an employee shall be deducted from their accumulated sick leave time.

4.2.3 State Labor and Industries has interpreted RCW 49.46.210 as rendering unlawful any programs that discourage employees from using sick leave. The parties agree to suspend the provisions of the Sick Leave incentive program, as described in Section 4.2.3, effective upon the issuing of the Labor and Industries opinion in 2018 (and subject to a subsequent grievance settlement between the Employer and the Union). However, the provisions of Section 4.2.3 shall be reinstated in the event that a court of competent jurisdiction rules that such programs are lawful.

Employees who use ten (10) hours or less of sick leave (including protected leave) during a calendar year (January – December) shall be granted a bonus day off during the succeeding calendar year. For such employees, ten (10) hours shall be added to the employees' vacation leave bank on January 1st. It is the responsibility of the employee to notify Human Resources if they have used less than ten (10) hours in any calendar year. The employee must contact Human Resources by March 1st to be eligible to receive their ten (10) hour bonus.

4.2.4 In the event an employee shall be entitled to benefits or payments under any program of disability insurance furnished by the Employer, Workers' Compensation Act, or other similar legislation of the State of Washington, or any other government unit, the Employer shall pay only the difference between the benefits and payments received under such insurance or act by such employee and their regular rate of compensation that they would have received from the Employer if able to work. The foregoing payment or contribution by the Employer shall be limited to the period of time that such employee has accumulated sick leave credits as here and above specified.

4.2.5 LEOFF II employee is entitled to Workers' Compensation benefits; the employee shall also be provided a wage supplement as per state law and city policy.

4.2.6 **Cash Payment Upon Termination** – Upon termination from City employment employees shall be paid a lump sum payment. Employees hired prior to December 12, 2006 shall be based upon three (3) days of pay for each four (4) days of accrued leave at the employee's then current daily pay rate. Employees hired after December 12, 2006 shall be paid based upon two (2) days of pay for each four (4) days of accrued leave at the employee's then current daily pay rate. Provided however, the maximum number of hours of pay shall be eight hundred (800), unless the termination is for just cause. Note: only the first one hundred and ninety-two (192) hours (twenty-four [24] days) of sick leave paid are included in the final calculation for PERS benefits. New employees hired by the City on or after January 1, 2013 who are laid off, retire with twenty (20) years of service with the City, die or are disabled shall be entitled to receive one (1) day of pay for each four (4) days of accrued leave at the employee's then current daily pay rate.

4.2.7 Sick leave benefits shall run concurrently with Law Enforcement Officers and Fire Fighters Act (LEOFF) provisions and in no case shall there be a duplication of benefits that would exceed the maximum(s) outlined by the LEOFF Act. No sick leave shall be accrued during disability leave.

4.2.8 Approved grounds for use of sick leave shall be:

4.2.8.1 Doctor's or dentist's appointments ;

4.2.8.2 Employee's own mental or physical illness, injury or health condition; to accommodate the employee's need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition, or an employee's need for preventative medical care;

4.2.8.3 Care of a child of the employee, regardless of age or dependency status, with a health condition that requires treatment or supervision; (child shall

mean a biological, adopted, or foster child, a stepchild, a legal and, or a child of a person standing in loco parentis).

- 4.2.8.4 Care of a spouse, registered domestic partner, parent, grandparent, parent-in-law, or member of the immediate family as defined in Section 4.3 below for whom the employee is responsible under a durable power of attorney for health care with a serious health condition or during a health emergency;
- 4.2.8.5 Forced quarantine of the employee in accordance with State or Community health regulations or when the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason, or for absences that would qualify for leave under the domestic violence leave act, chapter 49.76 RCW;
- 4.2.8.6 When bereavement leave has been exhausted; six (6) additional days may be deducted from the employee's accumulated sick leave bank;
- 4.2.8.7 Any other situation that would qualify the employee for family medical leave under the Family Medical Leave Act (FMLA).

4.2.9 After five (5) continual days of absence, the Employer may request an employee to provide a written report from the employee's doctor verifying the illness or incapacity. If the period of absence claimed as sick leave does not exceed five (5) days, no doctor's certificate shall be required to accompany the request for approval of sick leave time. The Employer's requirements for verification may not result in an unreasonable burden or expense on the employee and may not exceed privacy or verification requirements otherwise established by law.

4.2.10 Sick leave must first be earned as a result of completed service with the Employer (subject to Section 4.2.1) and shall be computed from the employee's first month of employment. The rate of accrual shall be those amounts earned under the applicable ordinance and/or Labor Agreement in effect at the time such benefit was earned. Employees may not take sick leave prior to earning sick leave (negative balances are not permitted). Earned vacation leave (including shared leave) may be taken at any time during a period of sickness after expiration of sick leave. If sick leave and vacation leave are not available, the employee must take any time-off as unpaid.

4.2.11 **Donated Sick Leave** – Employees may donate their accumulated sick leave time to other employees who have exhausted all of their leave banks due to qualifying sick leave events as established in 4.2.8, as long as the donating employee retains ninety-six (96) hours of sick leave in their account. Sick leave shall be credited and debited based on the dollar value of the salary of the individual donating the leave and the employee utilizing the leave. Any donated sick leave may not be cashed out by the employee who received the leave. Unused donated sick leave shall be returned to the donating employees on a proportionate basis (based on the dollar value of the donation). The maximum amount of donated leave for an event shall be one thousand and forty (1,040) hours.

4.3 **Bereavement Leave** - If an employee suffers a death in the "immediate family," such employee shall be allowed up to three (3) days off with pay. Bereavement leave shall be granted upon approval of the Department Director. "Immediate family" shall be defined as spouse, registered domestic partner, children (step child), parents (step-parents), mother-in-law, father-in-law, siblings (half brothers/sisters and step brothers/sisters) sister-in-law, brother-in-law, grandparents (includes spouse's grandparent), aunt, uncle, niece, nephew, grandchildren (step grandchildren), and one who was a member of the employee's household at the time of the person's death or at the time of the onset of the person's fatal illness. See Section 4.2.8.6 for use of sick leave for additional Bereavement Leave.

- 4.4 **Leave of Absence** - Up to six (6) months leave of absence without pay shall be granted to an employee upon request; provided however, such leave of absence shall not be used for purposes of seeking other employment. Such leave shall be subject to the approval of the Chief of Police and the Mayor. The extension of a second six (6) month leave of absence (or any portion thereof) must be substantiated by exceptional circumstances, and approved by the afore-mentioned authorities.
- 4.5 **Judicial Leave** - An employee who is required to serve on a jury or as a result of official police duties is required to appear before a Court, Legislative Committee, or quasi-judicial body as a witness in response to a subpoena or other directive, shall be authorized leave with pay. When summoned and serving for jury service the Employer may, at its discretion, request that an employee be excused or delayed from jury duty when the employee's absence would adversely affect business needs. The employee is required to report to work at the City following jury selection if not serving as a juror or on days when court is in recess. The employee must complete a Leave of Absence Request form (signed by the employee and supervisor) and attach the Jury Summons.

ARTICLE 5 HEALTH AND WELFARE

- 5.1 See Appendix "A"
- 5.2 **Teamster's Pension Plan** - Western Conference Of Teamsters Pension Trust – Effective January 1, 2020 based on the previous month's hours, the Employer shall pay into the Western Conference of Teamsters Pension Trust (WCTPT) on account of each member of the bargaining unit, ninety cents (\$0.90) for each hour compensated. In addition, effective January 1, 2020, the employees shall also contribute one dollar and twenty-five cents (\$1.25) for each compensable hour through a pre-tax payroll diversion. The total contribution paid by the Employer to the Trust is two dollars and fifteen cents (\$2.15) for each compensable hour.
- 5.2.1 The total amount due for each calendar month shall be remitted in a lump sum at the time specified by the Administrator of the Trust Fund. The Employer shall abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the reporting and recording of contribution amounts paid on account of each member of the bargaining unit.
- 5.2.2 Any time during the life of this Agreement the per compensable hour contribution rate set forth within this Agreement may be increased; provided however, any such increase shall have been the result of a majority decision by secret ballot vote held amongst the bargaining unit membership; and provided further, any such increase shall result in a corresponding decrease of like amount in the monthly earnings on a pre-tax basis for all employees covered by this Agreement.
- 5.2.3 Notwithstanding Sections 1.1 and 1.1.1 of the collective bargaining agreement, it is recognized that the hourly contributions required to be paid into the Western Conference of Teamsters Pension Trust on behalf of all bargaining unit employees pursuant to this contract shall also be paid on behalf of any temporary, seasonal or part-time employee for the very first hour of compensation, with a corresponding reduction in the employee's monthly earnings on a pre-tax basis.

ARTICLE 6 EQUIPMENT AND UNIFORMS

- 6.1 **Protective Items** - All protective clothing or protective devices required of employees in the performance of their duties shall be furnished by the Employer and shall remain the property of the Employer. Protective items shall include guns, handcuffs, bulletproof vests, one (1) jump suit, leather goods and other standardized hardware or equipment required

for police purposes.

- 6.1.1 **Fit Testing** – Employees will be provided N95 respirators to assist in hazardous conditions. All employees shall be fit-tested in compliance with OSHA standard 1910.134—Respiratory Protectors and WAC 296-842 Respirators. As part of the fit test, employees will be required to complete a health assessment with an independent third party vendor. The results of the health assessment will be used solely for fit testing and shall not be used for disciplinary measures.
- 6.2 **Quartermaster Program**: All required uniforms and equipment shall be replaced by the City of Monroe upon written approval by the Chief or designee. Sergeants shall submit any uniform or equipment item that is no longer serviceable, for inspection to the Deputy Chief, along with a purchase request for replacement. If approved, the Deputy Chief shall sign the purchase request. The original purchase request will be forwarded to administrative support and a copy shall be delivered to the supply outlet by the Sergeant when they replace the item. The copy of the purchase request will identify to the supply outlet that billing for the item will be sent to the police department. Any disagreement regarding replacement of a uniform or equipment item shall be forwarded to the Chief for final decision.
- 6.3 **Uniforms and Equipment Items**: Sergeants will refer to Bulletin Number: GEN 0049; Uniforms to identify approved uniform items and placement of insignia.
- 6.3.1 Uniforms worn by officers and clothing worn in the line of duty by Plain Clothes Officers shall be cleaned at the expense of the Employer at a vendor chosen by the Employer.
- 6.3.2 Upon retirement, medical disability retirement, or other termination deemed appropriate by the Chief of Police, the employee shall be allowed to retain one (1) complete summer and winter uniform including jackets and a jumpsuit. All other Employer issued equipment shall be returned to the Employer.

ARTICLE 7 POLICE OFFICERS BILL OF RIGHTS

- 7.1 All employees shall be entitled to the protection of what shall hereafter be termed as the "Police Officer's Bill of Rights" which shall be added to the present Rules and Regulations of the Monroe Police Department. The wide-ranging powers and duties given to the department and its members involve them in all manner of contacts and relationships with the public. Of these contacts come many questions concerning the actions of members of the force. These questions often require immediate investigations by superior officers designated by the Police Chief. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are promulgated:
- 7.1.1 The employee shall be informed in writing of the nature of the investigation and whether he is a witness or a suspect before any interrogation commences, including the name, address and other information necessary to reasonably apprise him of the allegations of such complaint.
- 7.1.2 An interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the investigations dictate otherwise. When practical, interrogations shall be scheduled for the day time.
- 7.1.3 The interrogation shall not violate the individual's constitutional rights, which are afforded any citizen, regardless of occupational position and shall take place at the Monroe Police Department facility, except when impractical. The employee shall be afforded an opportunity and facilities to contact and consult privately with an attorney of the employee's

own choosing and/or a representative of the Union before being interrogated. An attorney of the employee's own choosing and/or a representative of the Union may be present during the interrogations, but may not participate in the interrogation except to counsel the employee.

- 7.1.4 The questioning shall not be overly long and the employee shall be entitled to such reasonable intermissions as they shall request for personal necessities, meals, telephone calls and rest periods.
- 7.1.5 The employee shall not be subjected to any offensive language, nor shall they be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain their resignation, nor shall they be intimidated in any other manner. Neither promises nor rewards shall be made as an inducement to answer questions.
- 7.1.6 No employee may be required to take or be subjected to any lie detector or similar test as a condition of continued employment.

ARTICLE 8 MISCELLANEOUS

- 8.1 **Education Reimbursement** - Employees may request education reimbursement pursuant to City Policy. In the event the Employer budgets for education reimbursement of employees, the employees will be notified as soon as practicable.
- 8.2 **Light Duty** - Bargaining Unit members will receive Light Duty per City Policy.
- 8.3 **Training** - Sergeants will be paid overtime for hours worked in excess of the scheduled number of work hours in the employee's normal work schedule, including mandatory department training and meetings, unless the sergeant is given fourteen (14) days' notice, in which case overtime for hours worked will be paid pursuant to the FLSA overtime threshold. An employee traveling to training will be compensated for any time spent in transit by automobile, bus or motorcycle from his/her point of origin (police station or home, whichever is closest to the destination) using the most direct route available. When traveling by plane, employees will be paid for their time in flight and travel to and from the airport.
- 8.4 **Unemployment Compensation** - The Employer shall continue to maintain a program of unemployment compensation which provides benefits equal to those provided certain employees by State Law.
- 8.5 **Personnel Manual** - The City of Monroe personnel policies and procedures shall apply to employees in the bargaining unit. Where there is a conflict between such policies and procedures and this Agreement, this Agreement shall govern. Any changes in policies and procedures applicable to employees in the bargaining unit which are mandatory subjects of bargaining shall be negotiated between the Employer and the Union. The Employer shall furnish the Union and each employee in the bargaining unit a copy of the Employer's policies and procedures.
- 8.6 **No Strikes** - Nothing contained in this Agreement shall permit or be construed to grant any employee or group of employees the right to strike or refuse to perform their prescribed duties. Violation of this Section may result in disciplinary action.
- 8.7 **Animal Control** - Law Enforcement Sergeants shall not be responsible for Humane Society control measure of a non-emergent nature.
- 8.8 **Management Rights** - Any and all rights concerned with the management and operation of the bargaining unit employment covered by this Agreement are exclusively that of the

Employer unless otherwise provided by the terms of this Agreement. The right to hire, promote, discharge for just cause, improve efficiency, determine the work schedules and locations of department headquarters are examples of management prerogatives, the Employer shall retain its right to manage and operate its departments except as may be limited by the express provision of this Agreement. This Agreement shall not limit the right of the Employer to contract for services for any and all types.

8.9 **Layoff** – In the event of layoff, the following shall be the order in which employees are laid off:

- Any provisional, temporary or intermittent employees;
- Regular employees in the order of their date of promotion to Sergeant, the one with the least service laid off first. The seniority order of bargaining unit members as of the ratification of this Agreement is listed in Appendix B.

8.9.1 An employee designated for layoff may, at the employee's option, in lieu of layoff, accept a demotion to an Officer position.

8.10 **Recall** – The Employer is obligated to recall employees on layoff prior to filling open positions in any other manner. In the case of recall, those employees with the longest length of continuous service shall be recalled first. An employee on layoff must keep the Employer informed of the address and telephone number where the employee can be contacted. The employee shall have five (5) days in which to respond to recall. If, during a layoff, an employee's Washington State Police Officer certification lapses, that employee shall be recalled and provided with an opportunity to obtain recertification as required by the State, unless during the time of layoff the employee has committed an act that has prohibited them from carrying a firearm. The Employer shall have no obligation to recall an employee after the employee has been on continuous layoff for a period of one (1) year. Also, if an employee does not return to work when recalled, the Employer shall have no further obligation to recall the employee.

ARTICLE 9 **DISCIPLINE AND DISCHARGE**

9.1 The Employer shall not discharge nor suspend any employee without just cause. Disciplinary action shall be based on the seriousness of the situation and the relevant circumstances, up to and including immediate termination. Discipline less than termination shall include, but is not limited to, a written warning notice (reprimand or documented verbal warning) or suspension without pay. Verbal counseling and performance appraisals shall not be considered disciplinary action.

9.1.1 A written warning notice shall set forth the complaint against the employee and shall be presented to the employee with a copy forwarded to the Union.

9.1.2 Within twenty-one (21) calendar days after the Employer's discovery of an occurrence that may be grounds for discipline, the Employer shall notify the employee in writing, with a copy to the Union, of its intent to investigate the matter. Thereafter, disciplinary action (i.e. reprimands, suspension, demotion or discharge), to be considered valid, must be issued within forty-five (45) calendar days after the notice of intent to investigate is issued to the employee and the Union. A single thirty (30) day extension of the forty-five (45) day deadline will occur following a written notice from either the Employer or the Union (certified return receipt). Further extension of the seventy-five (75) day total investigatory period will not be unreasonably denied by the Union when requested. Disputes over the seventy-five (75) day timeline may be resolved through the grievance and arbitration provisions of this Agreement.

9.1.3 Disciplinary action shall remain in the employee's file for a period of three (3) years and given appropriate weight in subsequent personnel actions, which are appealable through

the grievance procedure. The weight given by an arbitrator hearing an appeal shall take into consideration the severity of the incident(s) and whether there are any recurring incidents of a similar nature, including the length of time since the last incident occurred.

9.1.4 The timelines contained within Article 9 shall be suspended if there is a third party criminal investigation. Furthermore, investigator timelines may be waived in the event there is an acknowledgment of guilt and/or for the City and the Union to have settlement discussions.

9.2 **AVL Data** – The Employer has or will implement Auto Vehicle Locator (AVL) technology in its vehicles which are operated by bargaining unit employees. The Employer agrees that it will not review AVL data solely to generate any complaints against bargaining unit employees. AVL data may be used as evidence to support allegations of misconduct made against a bargaining unit employee by a known complainant or other investigations of employees where the use of such evidence is based upon reasonable suspicion. AVL data reviewed for the purpose of determining misconduct shall be limited to the incident in question. The Union agrees that in general, the AVL technology is valid for purposes of admissibility in a grievance hearing; however, the Union may challenge the reliability of the AVL evidence in specific instances. AVL data shall not be used to monitor or evaluate a bargaining unit employee's performance without having first received a substantially poor performance evaluation requiring a work improvement plan. AVL data, which is relevant to the areas identified as needing improvement, may be used while the bargaining unit employee is on a work improvement plan. If the AVL data is relevant to an investigation, prior to any interview of the accused, the data shall be provided to the bargaining unit employee and his/her representative. The bargaining unit employee shall be provided with a minimum of twenty-four (24) hours of time to review the data prior to commencing the interview.

9.3 **Body Cameras** – The City's intent is to implement the use of body cameras by police officers. The City shall not require Sergeants to wear body cameras. The parties have agreed to reserve their rights to bargain in the future with respect to any extension of the use of body cameras by members of the bargaining unit or implementation of a body camera program as part of the regular policies of the Department. The parties also agree:

1. Sergeants and Command staff are authorized to review relevant recordings any time they are investigating alleged misconduct or reports of meritorious conduct by police officers. Sergeants will receive training on how to access, view and interpret video as part of the implementation of the body-camera program for members of the Monroe Police Officers Guild. Sergeants and Command staff will follow approved policies in taking action on conduct appearing on relevant recordings.
2. In the event that a police officer's body camera captures a Sergeant engaged in misconduct, the parties agree that stand-alone policy violations that are comparable to category 3 of the PSU Manual shall not be the subject of discipline; however, they may result in undocumented counseling or an undocumented verbal warning.
3. The parties reserve their rights to bargain with respect to any application of the use of body cameras by members of the bargaining unit (Sergeants), including any requirement that members of the bargaining unit wear body cameras.

ARTICLE 10 GRIEVANCE PROCEDURE

10.1 A grievance shall be defined as an issue raised relating to the interpretation, application or claim of violation of any express terms or provisions of this Agreement. A grievance shall be filed at the lowest level of supervision where the supervisor can resolve the grievance, however, where practical, the employee will notify their first level supervisor of the filing of any grievance.

10.1.1 **STEP 1** - An employee and/or the Union, within ten (10) business days from knowledge of the occurrence of an alleged grievance (but in no event more than sixty (60) calendar days

from the date of the occurrence), may bring said grievance to the attention of the Deputy Chief. The Deputy Chief shall make every effort to resolve the alleged grievance within ten (10) business days.

- 10.1.2 **STEP 2** - Should the Deputy Chief fail to resolve the alleged grievance within ten (10) business days, then the matter shall be referred to the Police Chief, who shall have an additional ten (10) business days to resolve the alleged grievance.
- 10.1.3 **STEP 3** - The Police Chief shall make every effort to resolve the alleged grievance within ten (10) business days. Should the Police Chief fail to resolve the alleged grievance within ten (10) business days, then the matter shall be referred to the Mayor, who shall have an additional ten (10) business days to resolve the alleged grievance. Should the Police Chief and the Mayor fail to resolve the matter, then the Union shall have the right to submit a demand for arbitration to the Employer.
- 10.1.4 **STEP 4** - The Employer and the Union shall immediately, upon the demand for arbitration, select an arbitrator to hear the dispute. If the Employer and the Union are unable to agree upon an arbitrator within ten (10) business days after receipt by the Employer for such demand for arbitration, the Union may request a list of nine (9) arbitrators from the Public Employment Relations Commission. After receipt of same, the parties involved shall alternately strike names, one at a time, until only one (1) name remains, who shall upon hearing the dispute, render a decision which shall be final and binding upon all parties. The Union will address grievance issues and follow up in a timely manner.
- 10.1.5 Business days shall be defined as Monday through Friday, excluding designated city holidays and City Hall closures.
- 10.1.6 The above timeframes may be extended by mutual agreement of the Employer and the Union.
- 10.1.7 The expense of the arbitrator, the cost of any hearing room and the cost of a shorthand reporter, unless such are paid by the State of Washington, shall be borne equally by the Employer and the Union. In resolving such matters, each party shall bear their costs of representation, including witness and attorney fees.
- 10.1.8 The final and binding step in resolving disputes regarding the interpretation or application of terms of this Agreement shall be grievance arbitration. Any issue processed as a grievance by an employee or the Union, the subject of which is unlawful discrimination on the basis of race, creed, color, religion, sex, age, national origin, marital status, sexual orientation, citizenship status, disability, or veteran status, may not also be processed in any other forum. Any issue processed in any other forum, including alleged unlawful discrimination, by an employee or the Union shall not be submitted to grievance arbitration. This is providing that jurisdiction is not refused when remedy is sought by the employee or the Union outside the grievance procedure and is intended to be consistent with an employee's rights within applicable law.
- 10.2 Nothing herein shall prevent an employee from seeking assistance from the Union or the Union from furnishing such assistance at any stage of the grievance procedure.

ARTICLE 11 SEPARABILITY AND SAVINGS

- 11.1 If any provision of this Agreement should be held invalid by operation of Law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such provision.

ARTICLE 12 DURATION

12.1 This Agreement shall be effective on January 1, 2020, unless otherwise stated in this Agreement, and shall remain in full force and effect through December 31, 2023.

Any changes in hours or working conditions from those previously in effect shall become effective upon the execution of this Agreement unless a specific, different effective date is indicated for a particular change.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL
EMPLOYEES AND DRIVERS LOCAL UNION NO.
763, affiliated with the International Brotherhood of
Teamsters

CITY OF MONROE, WASHINGTON

By _____
Scott A. Sullivan, Secretary-Treasurer

By _____
Geoffrey Thomas, Mayor

Date _____

Date _____

APPENDIX A
 by and between
 CITY OF MONROE, WASHINGTON
 and
 PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
 LOCAL UNION NO. 763
 (Representing the Law Enforcement Sergeants and Lieutenants)
 January 1, 2020 through December 31, 2023

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF MONROE, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

A.1.1 **Compensation** – The following wage schedule shall be in effect on January 1, 2020. Step increments A through E have then been calculated to establish five percent (5%) step increments as set forth in Section A.1.2.

| A | B | C | D | E |
|---------|---------|---------|---------|---------|
| \$7,791 | \$8,178 | \$8,586 | \$9,017 | \$9,469 |

Effective January 1, 2021, the 2020 wage schedule shall be increased by one hundred percent (100%) of that percentage increase in the “All Urban Consumers Index” (1967=100) for the Seattle-Tacoma-Bellevue Area for that period from June 2019 to June 2020, as is supplied by the Bureau of Labor Statistics, United States Department of Labor, with a minimum of one and two-tenths percent (1.2%) and a maximum of one and two-tenths percent (1.2%).

Effective January 1, 2022, the 2021 wage schedule shall be increased by one hundred percent (100%) of that percentage increase in the “All Urban Consumers Index” (1967=100) for the Seattle-Tacoma-Bellevue Area for that period from June 2020 to June 2021, as is supplied by the Bureau of Labor Statistics, United States Department of Labor, with a minimum of zero percent (0%) and no maximum.

Effective January 1, 2023, the 2022 wage schedule shall be increased by one hundred percent (100%) of that percentage increase in the “All Urban Consumers Index” (1967=100) for the Seattle-Tacoma-Bellevue Area for that period from June 2021 to June 2022, as is supplied by the Bureau of Labor Statistics, United States Department of Labor, with a minimum of zero percent (0%) and no maximum.

Notwithstanding Section A.1.8 of this Agreement, if, during the term of this Agreement, the percentage increase between Step E of the Monroe Police Officers Guild wage scale and Step A of this wage scale falls below four percent (4%), then the employees shall receive a reduction in the monthly premiums for medical insurance of one hundred percent (100%) for the calendar year in which the difference in scale falls below four percent (4%).

A.1.2 STEPS A to B, B to C, C to D, D to E are annual STEP increases effective each twelve (12) month period from the employee’s anniversary date of hire. Step increments are established at five percent (5%).

A.1.3 The City may pay employees newly hired into this bargaining unit with previous experience at a rate of pay higher than Step A of the wage scale, but not greater than Step C.

A.1.4 **Education** –Effective January 1, 2020, an employee who has earned a degree in a field of study including police administration, political science, sociology, psychology, law, business administration, education, criminology or other fields of study approved by the Employer shall receive additional compensation as follows:

| Degree: | Monthly Amount: |
|----------------|------------------------|
| AA | 2.5% of Base |
| BA/BS | 5% of Base |
| | |

A.1.5 **Positional Pay** – Effective January 1, 2022, employees serving in the position of Sergeant for the Criminal Investigations Division and the position of Support Services Sergeant shall receive an additional two hundred dollars (\$200.00) per month above their regular base pay.

A.1.6 **State Family Medical Leave** – Upon ratification of this Agreement, eligible employees will be covered by the Washington Paid Family Medical Leave (WPFML) insurance program. The Employer and employees will be required to contribute an amount equivalent to .4% of gross wages to the program. The parties have agreed that the premiums for such paid leave shall be the statutory split (employees pay 63.333% of .4% of gross wages; the Employer pays 36.667% of .4% of gross wages). The parties agree that the Employer shall have the option to convert from the State program to a voluntary program at its discretion, provided that there is no reduction in benefits from the State plan offerings.

A.1.7 **Longevity** - Effective January 1, 2020, upon completion of the required time of service, employees shall be entitled to Longevity Pay as per the following schedule. Longevity shall be based on the employee's date of hire on full-time service, to become effective with the beginning of the pay period following completion of the required service time.

| Years of Employment: | Monthly Amount: |
|-----------------------------|------------------------|
| 5 | 1% of Base |
| 10 | 2% of Base |
| 15 | 4% of Base |
| 20 | 5% of Base |

A.1.8 **Health Insurance** – Effective January 1, 2020, the Employer shall pay each month into the following employee benefit plan the amount indicated, on behalf of each regular employee as defined in Section 1.1.1 who was compensated eighty (80) hours or more in the month preceding the month in which the contribution is due.

| 2020 Benefit Plan: | Monthly: |
|---|-----------------|
| Washington Teamsters Welfare Trust Plan A | \$1,448.00 |
| Monthly Total | \$1,448.00 |

Effective January 1, 2020, the employees' share shall be five percent (5%) of the monthly premium for Washington Teamsters Welfare Trust Plan A, unless the provision concerning medical insurance premiums in A.1.1 is triggered. Employee premiums shall be by pre-tax payroll diversion to the extent it's allowable under the Law. The Employer will pay premiums to the Trust during the term of the Agreement. This Section of the contract will be reopened if the cost increase in any year exceeds fifteen percent (15%) of the premium.

Affordable Care Act Excise Tax: The parties agree to bargain in good faith to provide employees with a health-insurance package that provides comparable coverage at an equivalent total cost of compensation to that which the parties have bargained for in the Agreement, but which shall not trigger payment by the Employer of any excise tax. If the Affordable Care Act is repealed by the U.S. Congress, including the excise tax provision, this language shall not apply to any other tax or fee that may be included in any new legislation on health insurance adopted by Congress.

| 2020 Benefit Plan: | Monthly: |
|---------------------------|-----------------|
| | |

| | |
|---|----------|
| Washington Teamsters Welfare Dental Plan A | \$120.50 |
| Washington Teamsters Vision Plan – Extended Benefit | \$17.10 |
| Monthly Total | \$137.60 |

The Employer will pay one hundred percent (100%) of the premiums for the term of the Agreement.

A.1.9 **Retiree’s Welfare Trust** - Effective January 1, 2020, the Employer shall contribute the following amount into the Retiree’s Welfare Trust:

| | |
|--------------------------------------|-----------------|
| Benefit Plan 2020: | Monthly: |
| Washington Teamsters RWT Plan “Plus” | \$94.85 |

The Employer will pay premiums for the term of this Agreement at one hundred percent (100%).

A.1.10 **Life Insurance** - The Employer shall pay one hundred percent (100%) of the premium to cover a Life Insurance Plan of at least fifty thousand dollars (\$50,000).

A.1.11 **Deferred Compensation** – Effective January 1, 2020, the Employer will make available a deferred compensation plan for each employee and will pay one percent (1%) into the plan for each employee. In the event the Employer changes providers from ICMA to another provider, such change shall maintain a substantially similar level of benefits and costs offered to employees.

A.1.12 **Long Term Disability** – Effective January 1, 2020, the Employer will pay one hundred percent (100%) of the cost for a Long-Term Disability Plan for each employee.

A.1.13 **HRA/VEBA** – If a member of this bargaining unit at retirement falls into one of the categories below, the Employer agrees to make post-retirement payments into an HRA/VEBA account on the employee’s behalf. The first payment will be made at the time of separation from employment; subsequent payments will be made in January of each of the following years. Qualifications and payment amounts are as follows:

| Retirement Age | Years of Service (Minimum) | Time in Grade | Annual Amount | Number of Years at Amount | Total Paid |
|----------------|----------------------------|---------------|---------------|---------------------------|------------|
| 50-52 | 20 years | 3 years | \$4,800 | 5 years | \$24,000 |
| 53-54 | 20 years | 3 years | \$4,800 | 4 years | \$19,200 |
| 55 | 20 years | 3 years | \$4,800 | 3 years | \$14,400 |

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters

CITY OF MONROE, WASHINGTON

By _____
Scott A. Sullivan, Secretary-Treasurer

By _____
Geoffrey Thomas, Mayor

Date _____

Date _____

APPENDIX B
 by and between
 CITY OF MONROE, WASHINGTON
 and
 PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
 LOCAL UNION NO. 763
 (Representing the Law Enforcement Sergeants and Lieutenants)

January 1, 2020 through December 31, 2023

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF MONROE, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

As of the effective date of this Agreement, the Employer and the Union agree that seniority of employees is based on the date of promotion into a supervisory position, and that the seniority of members currently in the bargaining unit is as follows:

| Name | Seniority Date |
|-----------------------|----------------|
| 1. Clopp, Gary S. | 6/01/05 |
| 2. Irving, Ryan T.* | 4/13/09* |
| 3. Ryan, Paul C. | 12/31/13 |
| 4. Hatch, Barry | 11/07/17 |
| 5. Robinson, Spencer | 1/01/18 |
| 6. Fuller, Charles E. | 5/13/19 |
| 7. Carswell, Jacob | 3/16/20 |
| 8. Southard, Jason | 5/15/20 |

* Transferred to unrepresented position 11/1/19

The Employer and the Union in consideration of the mutual benefits to be derived and the terms and conditions set forth herein agree as follows:

1. Unrepresented Position. In the event the Employer appoints a member of the collective bargaining unit to an unclassified, unrepresented position, the parties wish to provide:
 - (a) The employee with the right to return to his/her previous Civil Service rank within six (6) months of his/her appointment to an unclassified, unrepresented position;
 - (b) The Employer with the right to return the employee to his/her previous Civil Service rank with or without cause at any time.
 - 1.1 The right to return to the previous Civil Service rank does not apply if the member is terminated for just cause, thereby terminating the incumbent's Civil Service tenure.
 - 1.2 This Appendix was adopted as a Memorandum of Understanding contemporaneously with a Memorandum of Understanding with the Monroe Police Officer's Guild to provide for the exercise of the rights described herein and the potential layoff and bumping rights of a Union member not covered by this Appendix.
2. Application of Collective Bargaining Agreement. The parties agree to the application and interpretation of their CBA as follows:
 - 2.1 The member must exercise his/her right of return within six (6) months of the date of promotion.

- 2.2 The Employer may remove the member from the unrepresented position at any time with or without cause.
- 2.3 The member's seniority and service credits will be frozen at the date of promotion out of the Unit and maintained at that level. The member will not accrue seniority at his/her prior rank of Sergeant within the CBA nor pursuant to Civil Service rule.
- 2.4 In the event that the exercise of the member's right of return to the Civil Service rank of Sergeant, he/she shall return to the Unit and resume accrual of seniority and all rights which he/she would enjoy or accrue as a member of the bargaining Unit.
- 2.5 In the event that the return of the member to the Unit results, in the sole discretion of the Employer, in the need to lay off a member of the bargaining Unit such layoff shall be undertaken in accordance with the provisions of Section 8.9 *et seq* of the CBA.
- 2.6 This right of return is applicable only to the promotion of a bargaining Unit member to unclassified positions.
- 3. Civil Service Rule. The parties agree that the Civil Service Rules of the City of Monroe, Washington shall be amended to provide as follows:

Civil Service Rule Revisions: Unclassified Service. When a member has been appointed from within the department to an unclassified position and has previously established tenure within the classified service, he or she shall retain the Civil Service rank to which he or she has vested. The positions serve at will and may be removed with or without cause at any time and without recourse to these rules. In the event that the member is removed without cause, the member may, at his or her option, return to the last tenured position in the Civil Service. The right to return shall be exercised within ten (10) business days of removal. If the member fails to exercise the right to return in writing within ten (10) business days of notice of removal or on or before the conclusion of six (6) months from the date of appointment, this right of return shall expire.

In the event the member returns to the last tenured position in the Civil Service, either by self-election within six (6) months of appointment or at the election of the City with or without cause, he/she will return to the pay and benefits at the top step of the salary range. Civil Service tenure may be terminated only for cause in accordance with the provisions of Civil Service Rule. The member shall accrue no service credit within Civil Service while serving at an unclassified position outside of the bargaining unit.

- 4. Entire Agreement. This is the entire agreement between the parties. Any prior understanding, written or oral, shall be deemed merged with its provisions. Nothing herein shall be deemed to amend the underlying CBA. This Appendix has been established solely for the purpose of interpreting the existing provisions of the CBA.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL
EMPLOYEES AND DRIVERS LOCAL UNION NO.
763, affiliated with the International Brotherhood of
Teamsters

CITY OF MONROE, WASHINGTON

By _____
Scott A. Sullivan, Secretary-Treasurer

By _____
Geoffrey Thomas, Mayor

Date _____

Date _____

ADDENDUM
by and between
CITY OF MONROE, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing the Law Enforcement Sergeants and Lieutenants)

January 01, 2020 through December 31, 2023

THIS ADDENDUM is entered into by and between the City of Monroe, hereinafter referred to as the "Employer," and Public, Professional & Office-Clerical Employees and Drivers Local Union No. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union." This ADDENDUM shall become effective upon signing and attached to and become part of the Collective Bargaining Agreement between the Employer and Union.

WHEREAS, new employees enter into a position covered under the Collective Bargaining Agreement between the Employer and Union, and

WHEREAS, an employee entering into such position covered by the Collective Bargaining Agreement requires enrollment and participation in health care plans provided through Washington Teamsters Welfare Trust; and

WHEREAS, Washington Teamsters Welfare Trust has an entry lag month, the entering of such health care coverage may create a one (1) month period of time in which no health care coverage can be provided; and

WHEREAS, the parties have an interest in ensuring that continuous health care coverage is provided to employees;

THEREFORE; the EMPLOYER and UNION enter into the following conditions.

- 1) Whenever a new employee (or current employee) enters into a position covered by the Washington Teamsters Welfare Trust, and where the employee would otherwise have a one- (1-) month gap in coverage under the Washington Teamsters Welfare Trust due to the Trust's lag month eligibility rules, the Employer shall be required, (with its initial payment to the Washington Teamsters Welfare Trust only) to make a double premium contribution for health care coverage to pay for the normal initial month of coverage provided by the Trust as well as the preceding lag month which is not normally covered during an employee's eligibility period when enrolling in health care coverage provided under the Washington Teamsters Welfare Trust.
- 2) For the purposes of premium cost sharing, the employee shall be responsible for his/her portion of the premium as set forth in the Collective Bargaining Agreement, excluding the month in which the double premium contribution is made. The Employer shall pay the entire premium of the second (2nd) contribution.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters

CITY OF MONROE, WASHINGTON

By _____
Scott A. Sullivan, Secretary-Treasurer

By _____
Geoffrey Thomas, Mayor

Date _____

Date _____



AGENDA BILL

Meeting Date: January 12, 2021

Staff Contact: Scott Peterson, Deputy City Engineer

Department: Public Works

SUBJECT: Authorize the Mayor to sign the Purchase & Sale Agreements with Beta-Monroe Plaza LLC and Oaks Street Development LLC to acquire Oaks Street public right-of-way

PREVIOUS DISCUSSION:

1/16/2018; 3/6/2018; 1/12/2021

PUBLIC HEARING(S):

N/A

REQUESTED ACTION:

Move to:

- (1) Authorize the Mayor to sign the Purchase & Sale Agreement with Beta-Monroe LLC for partial acquisition of Oaks Street public right-of-way; and expressly authorize further minor revisions as deemed necessary or appropriate; and
- (2) Authorize the Mayor to sign the Purchase & Sale Agreement with Oaks Street Development LLC for partial acquisition of Oaks Street public right-of-way; and expressly authorize further minor revisions as deemed necessary or appropriate.

POLICY CONSIDERATIONS:

Under RCW 35A.11.010 City Council is authorized to purchase real property and is responsible for the City's fiscal management.

DESCRIPTION/BACKGROUND:

Oaks Street is located within a 30' wide private easement connecting Woods Creek Road and Old Owen Road. The easement rights belong to two parties: Beta-Monroe Plaza LLC and Oaks Street Development LLC. The public has been actively using the Oaks Street easement area to either avoid congestion on US 2, or a matter of convenience in navigating their way to their destinations. The City recognizes that this easement area serves the public interest, and is interested in converting it into a public right-of-way easement.

In March 2018 the City hired Contract Lands Services (CLS) to assist with the property acquisition, ensuring that the process follows state and federal laws and WSDOT's Local Agency Guidelines (LAG) Manual, which is required in order for any future project on this

roadway to be eligible for federal funding. CLS, city staff and the city's legal council worked together over the ensuing months to negotiate terms and pricing that was agreeable to the owners of the easement area. See the attached Purchase & Sale Agreements for more more information.

Note that various aspects of the attached purchase and sale agreements will likely be updated and revised prior to execution, including but not limited to the list of "permitted exceptions" set forth in Exhibit C of both agreements.

FISCAL IMPACTS:

Authorizing the agreements will begin the process of clearing certain title encumbrances and ultimately close on the real estate transactions. The proposed purchase amounts for the properties are as follows:

| | |
|-----------------------------|-----------|
| Beta-Monroe Plaza LLC | \$280,000 |
| Oaks Street Development LLC | \$79,079 |

Additional costs to the City include Real Estate Excise Tax (REET), escrow/closing fees, Snohomish County recording fees, and the continued support by the right-of-way agent and our legal council.

The real estate transactions will take place in 2021, not in previous years as had originally been anticipated. As such, no fiscal budget allocation was identified for this project for 2021, and an amendment to Street Fund 318 will be necessary. Considering the agreed upon selling price together with the additional expenses mentioned above, the Street Fund 318 2021 budget should be increased by \$409,000.

TIME CONSTRAINTS:

The acquisitions need to be completed by February 15th, 2021, as outlined in the Purchase & Sale Agreements. Authorization is requested now to begin the closing process in a timely manner and meet this deadline.

ALTERNATIVES TO REQUESTED ACTION:

1. Authorize the Purchase & Sale Agreements per the requested action.
2. Do not authorize. Direct staff to areas of concern.

ATTACHMENTS:

- [Beta Monroe PSA](#)
- [Oaks St Development PSA](#)

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement ("Agreement") is made as of the date this instrument is fully executed by and between Beta-Monroe Plaza, LLC, a Washington limited liability company ("Seller"), and the City of Monroe, a municipal corporation ("Buyer" or "City"), for purchase and sale of a permanent right of way easement, over a portion of that certain real property situated in Snohomish County, Washington, legally described on Exhibit "A", attached hereto (the "Property").

The permanent right of way easement consists of 31136 square feet and is legally described on Exhibit "B", attached hereto (the "Easement Areas").

1. **PURCHASE PRICE:** The total purchase price for the easement is **TWO HUNDRED EIGHTY THOUSAND AND No/100 Dollars (\$280,000.00)** ("Purchase Price"). The Purchase Price is payable at closing in cash.

2. **CONVEYANCE OF TITLE:**

2.1 **Easement:** At closing, Seller will execute and deliver, in a form acceptable to Buyer, the Easement, depicted in Exhibits B, B1 and B2 as "Overall Easement Area" totaling 31,136 square feet, conveying and warranting good and marketable title to the Easement Area free and clear of all defects or encumbrances except for the lien of real estate taxes and drainage service charges not yet due and payable (if any) identified in the area described and those defects and/or encumbrances (if any) to be identified on Exhibit "C" attached hereto (collectively, "Permitted Exceptions"). Buyer and Seller agree that, following execution of this Agreement and prior to closing, Exhibit C shall be updated and supplemented to reflect the Permitted Exceptions in accordance with Sections 2 and 3, and that such updated and supplemented Exhibit C shall thereafter be incorporated into this Agreement as if set forth in full. Seller's approval of such updated and supplemented Exhibit C shall not be unreasonably withheld.

2.2 **Title Insurance:** At closing, Buyer shall receive (at Buyer's expense) an owner's Standard ALTA policy of title insurance, dated as of the closing date and insuring Buyer in the amount of the Purchase Price against loss or damage by reason of defect in Buyer's title to the Easement subject only to the printed exclusions appearing in the policy form and any Permitted Exceptions (the "Title Policy"), and consistent with Section 3 below. Receipt of the Title Policy, or the title company's binding commitment to issue same, shall be a condition to the Buyer's obligation to close the transaction contemplated herein.

3. **CONTINGENCIES:**

3.1 **Approval:** Closing is subject to approval by the Monroe City Council at an open public meeting.

3.2 **Extinguishment of Existing Easements.** Closing is contingent upon delivery by

Seller extinguishment of any ingress/egress easement or rights Seller, the adjoining property owner to the north, Oak Street Development LLC, or any third party may have in the Easement Area, other than those exception explicitly deemed Permitted Exceptions hereunder, including but not limited to; items referenced in Reciprocal Easement and Restrictive Agreement, Declaration of Restrictions and Grant of Easements or other Exceptions outlined in the Title Commitments listed under 3.3 of this Agreement.

3.3 Condition of Title: The City has received from Stewart Title, 2820 Oakes Avenue, Suite A, Everett, WA 98201 (the "Title Company") commitment Nos. 364832 and 200353, together with full copies of any exceptions set forth therein (the "Preliminary Commitments"). The City shall have thirty (30) days from the Effective Date of this Agreement within to notify Seller, in writing, of the City's approval of any exceptions shown on the Preliminary Commitments; provided, that all monetary encumbrances and liens, if any, shall be deemed automatically disapproved and shall be paid by Seller at Closing.

3.4 Waiver of Contingencies: If the Buyer notifies the Seller in writing that one or more of the contingencies set forth herein have been waived, or if the contingencies otherwise are satisfied, the Closing of this transaction shall thereafter proceed in accordance with the terms hereof.

3.5 Representations True and Correct: The City's obligation to close shall be contingent on each of the representations and warranties in Section 5 being true and correct as of closing.

3.6 Closing of Adjacent Easement Purchase. The Buyer's obligation to close the transaction contemplated herein is contingent on the simultaneous closing of that Real Estate Purchase and Sale Agreement with Oak Street Development, LLC for a right of way easement over an adjacent portion of property immediately to the north of a portion of the Easement Area in form satisfactory to the Buyer.

4. RISK OF LOSS: Seller will bear the risk of loss of or damage to the Easement Areas prior to closing. In the event of such loss or damage to the Easement Areas, Seller shall promptly notify Buyer thereof and Buyer may, in its sole discretion, terminate this Agreement by giving notice of termination to the Seller.

5. SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS: Seller represents, warrants, and covenants to the Buyer at the date of execution of this Agreement and the date of closing that:

5.1 Authority: Seller, and the person(s) signing on behalf of Seller, has full power and authority to execute this Agreement and perform Seller's obligations, and if Seller is a corporation, all necessary corporate action to authorize this transaction has been taken.

5.2 Leases: The Easement Areas is not subject to any unrecorded leaseholds, right of vendors and holders of security interest on personal property installed upon said property

and right of tenants to remove trade fixtures at the expiration of the term.

5.3 No Material Defect: Seller is unaware of any material defect in the Property. To the best of Seller's knowledge, the information regarding the Property as provided by Seller is complete, accurate, true and correct and does not fail to state any fact without which such information would be misleading.

5.4 Debris and Personal Property: Seller will remove all debris and personal property, prior to closing, located on the Easement Areas (if any) at Seller's cost and expense, and Seller will indemnify and hold Buyer harmless from all claims and expenses arising from such removal.

5.5 Contamination: Seller represents and warrants that he/she/it has not caused or allowed the generation, treatment, storage, or disposal of hazardous substances on the property, nor caused or allowed the release of any hazardous substance onto, at, or near the Easement. Seller is in compliance with all applicable laws, rules, and regulations regarding the handling of hazardous substances, has secured all necessary permits, licenses and approvals necessary to its operation on the Easement Areas, and is in compliance with such permits. Seller has not received notice of any proceedings, claims, or lawsuits arising out of its operations on the Easement Areas and, to the Seller's knowledge, the property is not, nor has it ever been subject to the release of hazardous substances.

5.6 Fees and Commissions: Seller shall pay for any broker's or other commissions or fees incurred by the Seller in connection with the sale of the Easement and Seller shall indemnify and hold Buyer harmless from all such claims for commission and/or fees.

5.7 Indemnification: Seller agrees to indemnify, defend, and hold harmless Buyer, its employees, agents, heirs and assigns, from and against any and all damage, claim, liability, or loss, including reasonable attorney's and other fees, arising out of or in any way connected to the breach of any representation or warranty contained herein. Such duty of indemnification shall include, but not be limited to damage, liability, or loss pursuant to all federal environmental laws, Washington State environmental laws, strict liability and common law.

5.8 Ownership; Non-Foreign Status. Seller owns the Property, has the right to sell the Property, and is not a foreign person as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"), IRS Section 1445(b)(2), as amended.

6. CLOSING:

6.1 Time for Closing and Closing Agent: The sale will be closed in the office of the Closing Agent not later than ten (10) days from the date all contingencies set forth in Paragraph 3 (other than Section 3.6) herein have been removed or waived by the City, but closing (subject to satisfaction of conditions required herein) shall take place no later than February 15, 2021.

Buyer and Seller shall deposit in escrow with the Closing Agent all instruments, documents and moneys necessary to complete the sale in accordance with this Agreement. As used in this Agreement, "closing" and "date of closing" means the date on which all appropriate documents are recorded and proceeds of the sale are available for disbursement to Seller. The Closing Agent shall be:

Stewart Title Company
2820 Oakes Avenue, Suite A
Everett, WA 98201

6.2 **Prorations:** Closing Costs: Seller will pay real property taxes prorated through the date of closing. Buyer will pay the premium for its owner's title insurance policy, the cost of recording the Easement from the Seller, real estate excise taxes (if any are due) and the Closing Agent's escrow fees.

6.3 **Possession:** Buyer shall be entitled to possession of the Easement at Closing.

6.4 **Closing Obligations of Buyer:** On or before Closing the Buyer shall deliver to the Closing Agent the following:

6.4.1 All funds required to be paid by Buyer under this Agreement, in cash.

6.4.2 A Closing Statement in form and content reasonably satisfactory to the parties.

6.4.3 A Real Estate Excise Tax Affidavit executed by the Buyer in the form required by law.

6.4.4 Any other documents necessary or reasonably requested by Seller or the Closing Agent to effect the transaction contemplated in this Agreement.

6.5 **Closing Obligations of Seller.** At Closing, Seller shall deliver to the Escrow Agent the following duly executed and acknowledged documents (where appropriate):

6.5.1 The Easement required under Section 2.1 of this Agreement.

6.5.2 A Closing Statement in form and content reasonably satisfactory to the parties.

6.5.3 A FIRPTA certification.

6.5.4 A Real Estate Excise Tax Affidavit executed by Seller in the form required by law.

6.5.5 Any other documents necessary or reasonably requested by the Buyer or Closing Agent to effect the transaction contemplated in this Agreement.

7. **NOTICES:** All notices, demands, consents, approvals and other communications which are required or desired to be given by either party to the other under this Agreement shall be in writing and shall be hand delivered or sent by United States regular mail, postage prepaid, return receipt requested, or by email transmission, addressed to the appropriate party at its address set forth below, or at such other address as such party shall have last designated by notice to the other. Notices, demands, consents, approvals, and other communications shall be deemed given when delivered, or three days after mailing, or on the day that an email transmission is received, to or at the following addresses:

TO SELLER:
Beta-Monroe Plaza, LLC
Attn: Lewis Brunhaver
18827 Bothell Way NE Suite 110
Bothell, WA 98011
Telephone: 425-482-6626
Email: lbrun@betacommercial.com

TO BUYER:
City of Monroe
Attn: Scott Peterson
806 West Main Street
Monroe, WA 98272
Telephone: 360-863-4606
Email: speterson@monroewa.gov

8. **GENERAL:** This is the entire agreement of the Buyer and Seller with respect to the Easement and supersedes all prior or contemporaneous agreements between them, written or oral. This Agreement may be modified only in writing, signed by Buyer and Seller. Any waivers under this agreement must be in writing. A waiver of any right or remedy in the event of a default will not constitute a waiver of such right or remedy in the event of any subsequent default. This Agreement is for the benefit of, and binding upon, Buyer and Seller and their heirs, personal representatives, successors and assigns. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. Time is of the essence in this agreement. This Agreement may be executed in one or more counterparts, each of which will be considered an original instrument and all of which together will be considered the same agreement.

9. **REMEDIES; ATTORNEYS FEES.** In the event of any breach or default of the Agreement by Seller, Buyer shall have all available remedies at law or in equity, including the remedy of specific performance. The prevailing party in any action to enforce the terms of this Agreement, including on appeal or in bankruptcy, shall be entitled to their reasonable attorneys' fees and costs.

10. **WASTE; ALTERATION OF EASEMENT:** Seller shall not commit waste on the Easement Areas, nor shall Seller remove trees or other vegetation, coal, minerals or other valuable materials nor shall Seller substantially alter the surface or subsurface of the Easement Areas without the express written consent of Buyer. Access along the frontage to Seller's property shall be maintained "as is" subject to redevelopment of the Seller's property or redevelopment of the road by the City.

11. **SURVIVAL OF WARRANTIES:** The terms, covenants, representations and warranties shall not merge in the deed of conveyance, but shall survive closing.

12. **EFFECTIVE DATE:** The Effective Date is the date of the last Parties' signature below.

Signed in duplicate original.

BUYER: City of Monroe, a municipal Corporation.

By _____

Its _____

Date _____

SELLER: Beta-Monroe Plaza LLC, a Washington limited liability company

By _____

Its _____

Date _____

EXHIBITS: **Exhibit A**, Property Legal Description
Exhibit B, Road Easement Legal Description - 27070600201300
Exhibit B1, Road Easement Legal Description – 27070600200900
Exhibit B2, Road Easement Legal Description - 27070600203100
Exhibit C, Permitted Exceptions

}

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

Tax Parcel No. 27070600201300/27070600201301

Parcel 1 of City of Monroe Boundary Line Adjustment No. BA 200104, recorded April 18, 2002, under Recording No. 200204185009, records of Snohomish County, Washington;

Except that portion deeded to the City of Monroe recorded under Recording No. 201505070229.

Situate in the County of Snohomish, State of Washington.

Tax Parcel No. 27070600200900

Parcel A

That portion of the Northwest quarter of Section 6, Township 27 North, Range 7 East, W.M., in Snohomish County, Washington, described as follows:

Beginning at a point which lies 30 feet Southerly at right angle from the South line extended Westerly of Lot 3, Block 1, map of Tye City as per plat recorded in Volume 3 of Plats, page 36, Records of Snohomish County which point is on the Easterly margin of Ann Street;

Thence North 00°52'16" East 12.50 feet, along said Easterly margin;

Thence South 89°08'25" East 208.08 feet;

Thence North 00°59'30" East 284.66 feet;

Thence South 89°00'30" East 20.00 feet;

Thence North 00°59'30" East 152.33 feet;

Thence North 89°00'30" West 4.83 feet;

Thence North 00°59'30" East 86.50 feet;

Thence North 89°00'30" West 187.93 feet to a point on the Easterly margin of Ann Street, said point being on a curve with a radius point bearing South 69°11'09" East 607.27 feet;

Thence Northeasterly along a 607.27 foot radius curve, through a central angle of 00°45'17" (00°45'14" record) an arc distance of 8.00 feet (7.99 feet record);

Thence, leaving said East margin of Ann Street, South 89°00'30" East 441.17 feet;

Thence South 00°59'30" West 95.00 feet;

Thence North 89°00'30" West 4.84 feet;

Thence South 00°59'30" West 151.33 feet;

Thence South 89°00'30" East 6.57 feet;

Thence South 00°59'30" West 321.94 feet to a point on the North line of Lot 3 as shown on that record of survey filed under Auditor's File No. 8901115004;

Thence South 89°50'52" West 85.87 feet along the North line of said Lot 3;

Thence South 00°52'16" West 40.00 feet to the Northeast corner of Lot 2 of said survey;

Thence South 89°50'52" West 155.00 feet along the North line of said Lot 2;
Thence South 00°52'16" West 199.91 feet (200.00 feet record), more or less along the West line of said Lot 2, to the North margin of SR-2 as it now exists;
Thence North 70°25'20" West (Northwesterly record) 63.35 feet, along said North margin of SR-2, to a point 60.00 feet from the West line of said Lot 2, as measured at right angles thereto, said point being the Southeast corner of Lot 1 of said survey;
Thence North 00°52'16" East 249.24 feet (249.35 feet record), more or less, to a point which lies 30 feet Southerly at a right angle from the South line of Lot 3, Block 1 map of Tye City;
Thence North 89°08'25" West (89°07'45" record) 180.07 feet, more or less, parallel with the Westerly extension of the South line of said Lot 3 to the POINT OF BEGINNING.

Together with the following described tract:

Commencing at the Northwest angle point in the Westerly most line of the above described parcel;
Thence South 89°08'25" East along the North line of Westerly most portion of said parcel a distance of 208.08 feet;
Thence North 00°59'30" East along a Westerly line of said parcel a distance of 284.66 feet to the TRUE POINT OF BEGINNING;
Thence North 89°00'30" West a distance of 38.91 feet;
Thence North 00°59'30" East a distance of 238.83 feet to an angle point in said Westerly line, said point being South 89°00'30" East and distant 133.85 feet from a Southwest angle point in said parcel;
Thence South 89°00'30" East along said line a distance of 54.08 feet to an angle point in said Westerly line of above described parcel;
Thence Southerly along said Westerly line of above described parcel;
Thence Southerly along said Westerly line as follows South 00°59'30" West a distance of 86.50 feet;
Thence South 89°00'30" East a distance of 4.83 feet;
Thence South 00°59'30" West a distance of 152.33 feet to the Southeast corner of said parcel;
Thence North 89°00'30" West a distance of 20.00 feet to the POINT OF BEGINNING.

EXCEPT Northwesterly portion deeded to the City of Monroe for right of way by deed recorded under Auditor's File 201506030518.

Parcel B:

Non-exclusive easement for ingress, egress, and utilities over, under, and across that portion of the Northwest quarter of Section 6, Township 27 North, Range 7 East, W.M., described as follows:
Beginning at the Southwest corner of Lot 14, Map of Tye City as recorded in Volume 3 of Plats, page 36, records of Snohomish County, Washington;
Thence North 00°52'16" East along the East margin of Ann Street in Tye City of Monroe 299.27 feet;

Thence continue along a 607.27 foot radius curve to the right through a central angle of 20°41'52" for 219.37 feet to the TRUE POINT OF BEGINNING of this easement described;

Thence continue along a 607.27 foot radius curve to the right through a central angle of 01°31'10" for 16.10 feet;

Thence South 89°00'30" East, departing from Ann Street, 509.73 feet to the Southwesterly margin of proposed SR-2 Westwick Road to North Monroe Interchange as delineated on sheets 14 and 16 of 39 sheets dated September 24, 1970, and sheets 16 and 17 of 39 sheets dated April 1, 1970, (mile post 9.92 to mile post 16.12) state of Washington Department of Transportation SR-2 Highway maps;

Thence South 39°14'22" East, along said proposed SR-2, 19.65 feet;

Thence North 89°00'30" West 528.28 feet to the East margin of Ann Street and the POINT OF BEGINNING.

(Said Parcels A and B, land and easement also described as Parcel 2 of City of Monroe Boundary Line Adjustment No. BA200104, recorded April 18, 2002 under Recording No. 200204185009, being a portion of the Northwest quarter of Section 06, Township 27 North, Range 07 East, in Snohomish County, Washington).

Tax Parcel No. 27070600203100

Parcel C:

That portion of the Northwest quarter of Section 6, Township 27 North, Range 7 East of the Willamette Meridian, in Snohomish County, Washington, described as follows:

Beginning at the intersection of the Southwesterly margin of proposed SR-2 Westwick Road to North Monroe interchange on sheets 14 and 15 of 39 dated September 24, 1970, and sheets 16 and 17 of 39 dated April 1, 1971 (mile post 9.92 to mile post 16.12) State of Washington Department of Transportation SR-2 Highway Maps, and the Northwesterly margin of Main Street (Old Owen Road);

Thence South 58°49'37" West 30.08 feet along the Northwesterly margin of Main Street;

Thence North 35°28'47" West, parallel with and 30 feet Southwesterly from the Southwesterly margin of said proposed SR-2 for 130.25 feet;

Thence, continuing parallel with said margin, North 39°14'22" West 4.18 feet to the East boundary of Snohomish County P.U.D. No. 1 property;

Thence North 00°59'30" East 6.48 feet along the East line of said P.U.D. No. 1 property;

Thence North 89°00'30" West 200.00 feet along the North line of said P.U.D. No. 1 property;

Thence South 00°59'30" West 290.57 feet, along the West line of said P.U.D. No. 1 property, to the Northwesterly margin of Main Street;

Thence South 58°49'37" West 104.87 feet, along said Northwesterly margin, to the Southeast corner of Lot 3 as shown on that Record of Survey filed under Auditor's File No. 8901115004;

Thence North 01°39'38" East 166.34 feet along the East line of said Lot 3;

Thence South 89°50'52" West 91.62 feet along the North line of said Lot 3 (bearing in error on said survey – Lot 3 will close mathematically when quadrant is changed from Northwest to Southwest);

Thence North 00°59'30" East 321.94 feet;
Thence North 89°00'30" West 6.57 feet;
Thence North 00°59'30" East 151.33 feet;
Thence South 89°00'30" East 4.83 feet;
Thence North 00°59'30" East 95.00 feet;
Thence South 89°00'30" East 87.11 feet to the Southwesterly margin of said proposed
Sr-2;
Thence North 39°14'22" West 19.65 feet;
Thence South 89°00'30" East 10.48 feet;
Thence South 39°14'22" East 507.52, parallel with the Southwesterly margin of said
proposed SR-2;
Thence, continuing parallel with said margin, South 35°28'47" East 134.35 feet to the
Northwesterly margin of Main Street (Old Owen Road);
Thence South 58°49'37" West 8.02 feet, along the Northwesterly margin of Main Street,
to the POINT OF BEGINNING.

EXHIBIT "B"

ROAD EASEMENT LEGAL DESCRIPTION

**EXHIBIT ____
PARCEL NO. 27070600201300
ROAD EASEMENT**

THAT PORTION OF THE HEREINAFTER DESCRIBED TRACT DESCRIBED AS FOLLOWS:

A STRIP OF LAND 30 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF NEW PARCEL 2 OF CITY OF MONROE BOUNDARY LINE ADJUSTMENT NO. BA200104, RECORDED UNDER RECORDING NO. 200204185009, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE SOUTH 89°00'30" EAST ALONG THE NORTH LINE OF SAID NEW PARCEL 2, 508.63 FEET TO A POINT WHICH IS 15.00 FEET WEST (MEASURED AT RIGHT ANGLES) OF THE SOUTHWESTERLY MARGIN OF PROPOSED SR-2 WESTWICK ROAD TO NORTH MONROE INTERCHANGE AS DELINEATED ON SHEETS 14 AND 15 OF 39 DATED SEPTEMBER 24, 1970, AND SHEETS 16 AND 17 OF 39 DATED APRIL 1, 1971 (MILE POST 9.92 TO MILE POST 16.12) STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION SR-2 HIGHWAY MAPS;
THENCE SOUTHEASTERLY, PARALLEL WITH AND 15.00 FEET WEST (MEASURED AT RIGHT ANGLES) OF SAID SOUTHWESTERLY MARGIN, TO THE NORTH MARGIN OF MAIN STREET AND THE TERMINUS OF THIS CENTERLINE DESCRIPTION.

CONTAINING 727 SQUARE FEET, MORE OR LESS.

TRACT:

(PER STEWART TITLE GUARANTY COMPANY ORDER NO. 364832, DATED FEBRUARY 13, 2019)

PARCEL 1 OF CITY OF MONROE BOUNDARY LINE ADJUSTMENT NO. BA 200104, RECORDED APRIL 18, 2002, UNDER RECORDING NO. 200204185009, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; EXCEPT THAT PORTION DEEDED TO THE CITY OF MONROE RECORDED UNDER RECORDING NO. 201505070229.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON



2/26/2019

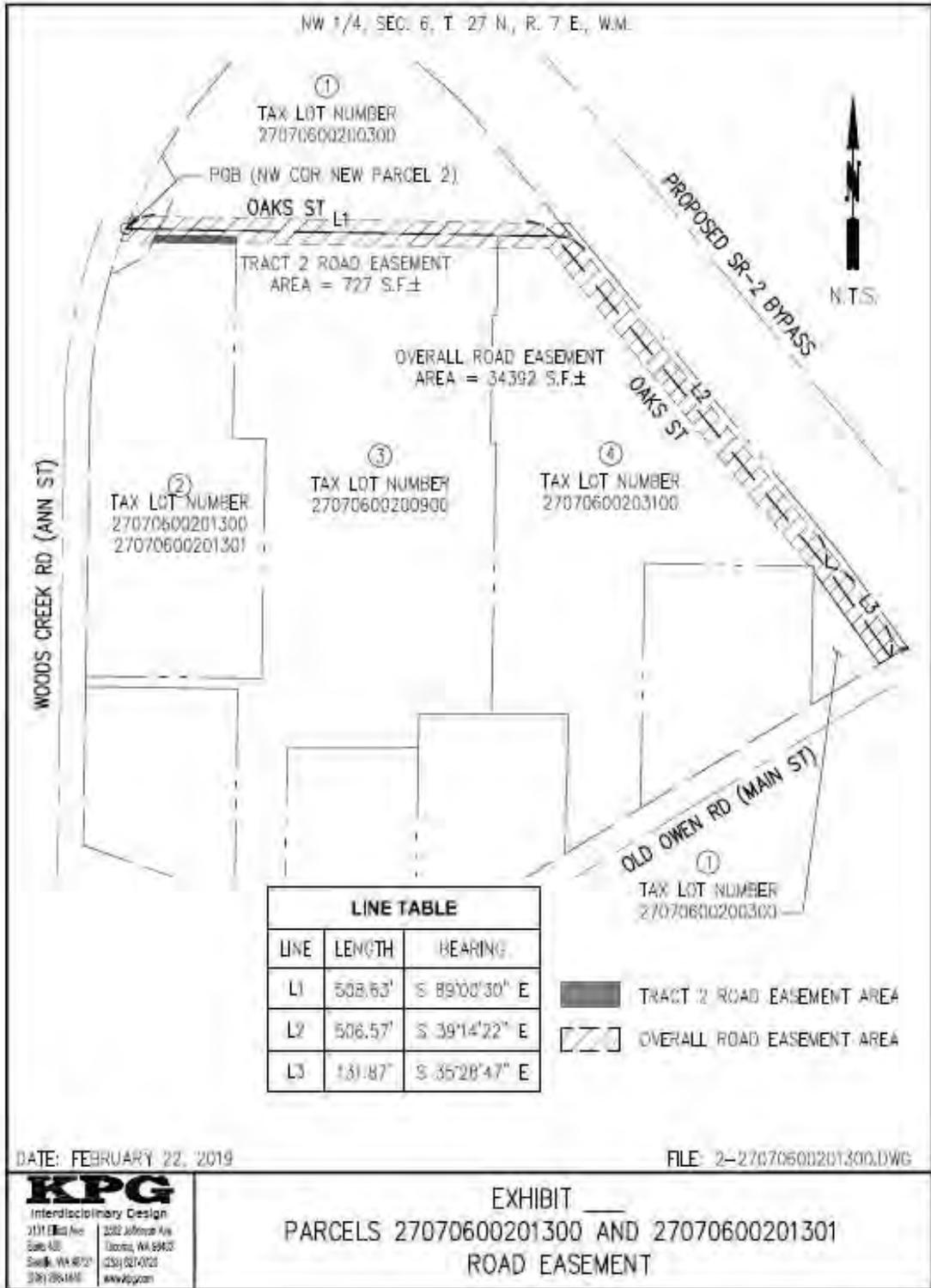


EXHIBIT "B1"

**EXHIBIT _____
PARCEL NO. 27070600200900
ROAD EASEMENT**

THAT PORTION OF THE HEREINAFTER DESCRIBED TRACT DESCRIBED AS FOLLOWS:

A STRIP OF LAND 30 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF NEW PARCEL 2 OF CITY OF MONROE BOUNDARY LINE ADJUSTMENT NO. BA200104, RECORDED UNDER RECORDING NO. 200204185009, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE SOUTH 89°00'30" EAST ALONG THE NORTH LINE OF SAID NEW PARCEL 2, 508.63 FEET TO A POINT WHICH IS 15.00 FEET WEST (MEASURED AT RIGHT ANGLES) OF THE SOUTHWESTERLY MARGIN OF PROPOSED SR-2 WESTWICK ROAD TO NORTH MONROE INTERCHANGE AS DELINEATED ON SHEETS 14 AND 15 OF 39 DATED SEPTEMBER 24, 1970; AND SHEETS 16 AND 17 OF 39 DATED APRIL 1, 1971 (MILE POST 9.92 TO MILE POST 16.12) STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION SR-2 HIGHWAY MAPS;
THENCE SOUTHEASTERLY, PARALLEL WITH AND 15.00 FEET WEST (MEASURED AT RIGHT ANGLES) OF SAID SOUTHWESTERLY MARGIN, TO THE NORTH MARGIN OF MAIN STREET AND THE TERMINUS OF THIS CENTERLINE DESCRIPTION.

CONTAINING 5,354 SQUARE FEET, MORE OR LESS.

TRACT

(FER STEWART TITLE GUARANTY COMPANY ORDER NO. 200353, DATED APRIL 19, 2018)

PARCEL A

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 27 NORTH, RANGE 7 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT WHICH LIES 30 FEET SOUTHERLY AT RIGHT ANGLE FROM THE SOUTH LINE EXTENDED WESTERLY OF LOT 3, BLOCK 1, MAP OF TYE CITY AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 36, RECORDS OF SNOHOMISH COUNTY WHICH POINT IS ON THE EASTERLY MARGIN OF ANN STREET;
THENCE NORTH 00°52'16" EAST 12.50 FEET, ALONG SAID EASTERLY MARGIN;
THENCE SOUTH 89°08'25" EAST 208.08 FEET;
THENCE NORTH 00°59'30" EAST 284.66 FEET;
THENCE SOUTH 89°00'30" EAST 20.00 FEET;
THENCE NORTH 00°59'30" EAST 152.33 FEET;
THENCE NORTH 89°00'30" WEST 4.83 FEET;
THENCE NORTH 00°59'30" EAST 86.50 FEET;
THENCE NORTH 89°00'30" WEST 187.93 FEET TO A POINT ON THE EASTERLY MARGIN OF ANN STREET, SAID POINT BEING ON A CURVE WITH A RADIUS POINT BEARING SOUTH 69°11'09" EAST 607.27 FEET;
THENCE NORTHEASTERLY ALONG A 607.27 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 00°45'17" (00°45'14" RECORD) AN ARC DISTANCE OF 8.00 FEET (7.99 FEET RECORD);
THENCE LEAVING SAID EAST MARGIN OF ANN STREET, SOUTH 89°00'30" EAST 441.17 FEET;
THENCE SOUTH 00°59'30" WEST 95.00 FEET;
THENCE NORTH 89°00'30" WEST 4.84 FEET;
THENCE SOUTH 00°59'30" WEST 151.33 FEET;
THENCE SOUTH 89°00'30" EAST 8.57 FEET;
THENCE SOUTH 00°59'30" WEST 321.94 FEET TO A POINT ON THE NORTH LINE OF LOT 3 AS SHOWN ON THAT RECORD OF SURVEY FILED UNDER AUDITOR'S FILE NO. 8901115004;
THENCE SOUTH 89°50'52" WEST 85.87 FEET ALONG THE NORTH LINE OF SAID LOT 3;

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THENCE SOUTH 00°52'16" WEST 40.00 FEET TO THE NORTHEAST CORNER OF LOT 2 OF SAID SURVEY;
THENCE SOUTH 89°50'52" WEST 155.00 FEET ALONG THE NORTH LINE OF SAID LOT 2;
THENCE SOUTH 00°52'16" WEST 199.91 FEET (200.00 FEET RECORD), MORE OR LESS ALONG THE WEST
LINE OF SAID LOT 2, TO THE NORTH MARGIN OF SR-2 AS IT NOW EXISTS;
THENCE NORTH 70°25'20" WEST (NORTHWESTERLY RECORD) 63.35 FEET, ALONG SAID NORTH MARGIN
OF SR-2, TO A POINT 60.00 FEET FROM THE WEST LINE OF SAID LOT 2, AS MEASURED AT RIGHT ANGLES
THERETO, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 1 OF SAID SURVEY;
THENCE NORTH 00°52'16" EAST 249.24 FEET (249.35 FEET RECORD), MORE OR LESS, TO A POINT WHICH
LIES 30 FEET SOUTHERLY AT A RIGHT ANGLE FROM THE SOUTH LINE OF LOT 3, BLOCK 1 MAP OF TYE
CITY;
THENCE NORTH 89°08'25" WEST (89°07'45" RECORD) 180.07 FEET, MORE OR LESS, PARALLEL WITH THE
WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 3 TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED TRACT,
COMMENCING AT THE NORTHWEST ANGLE POINT IN THE WESTERLY MOST LINE OF THE ABOVE
DESCRIBED PARCEL:
THENCE SOUTH 89°08'25" EAST ALONG THE NORTH LINE OF WESTERLY MOST PORTION OF SAID PARCEL
A DISTANCE OF 208.08 FEET;
THENCE NORTH 00°59'30" EAST ALONG A WESTERLY LINE OF SAID PARCEL A DISTANCE OF 284.66 FEET
TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 89°00'30" WEST A DISTANCE OF 38.91 FEET;
THENCE NORTH 00°59'30" EAST A DISTANCE OF 238.83 FEET TO AN ANGLE POINT IN SAID WESTERLY
LINE, SAID POINT BEING SOUTH 89°00'30" EAST AND DISTANT 133.85 FEET FROM A SOUTHWEST ANGLE
POINT IN SAID PARCEL;
THENCE SOUTH 89°00'30" EAST ALONG SAID LINE A DISTANCE OF 54.08 FEET TO AN ANGLE POINT IN
SAID WESTERLY LINE OF ABOVE DESCRIBED PARCEL;
THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF ABOVE DESCRIBED PARCEL;
THENCE SOUTHERLY ALONG SAID WESTERLY LINE AS FOLLOWS SOUTH 00°59'30" WEST A DISTANCE OF
86.50 FEET;
THENCE SOUTH 89°00'30" EAST A DISTANCE OF 4.83 FEET;
THENCE SOUTH 00°59'30" WEST A DISTANCE OF 152.33 FEET TO THE SOUTHEAST CORNER OF SAID
PARCEL;
THENCE NORTH 89°00'30" WEST A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

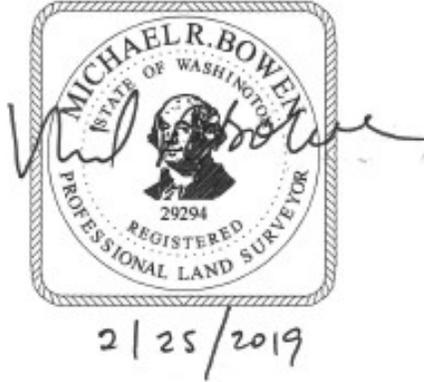
EXCEPT NORTHWESTERLY PORTION DEEDED TO THE CITY OF MONROE FOR RIGHT OF WAY BY DEED
RECORDED UNDER AUDITOR'S FILE 201506030518.

PARCEL B:
NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, AND UTILITIES OVER, UNDER, AND ACROSS THAT
PORTION OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 27 NORTH, RANGE 7 EAST, W.M.
DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF LOT 14, MAP OF TYE CITY AS RECORDED IN VOLUME 3 OF
FLATS, PAGE 36, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE NORTH 00°52'16" EAST ALONG THE EAST MARGIN OF ANN STREET IN TYE CITY OF MONROE
299.27 FEET;
THENCE CONTINUE ALONG A 607.27 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE
OF 20°41'52" FOR 219.37 FEET TO THE TRUE POINT OF BEGINNING OF THIS EASEMENT DESCRIBED;
THENCE CONTINUE ALONG A 607.27 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE
OF 01°31'10" FOR 16.10 FEET;
THENCE SOUTH 89°00'30" EAST, DEPARTING FROM ANN STREET, 509.73 FEET TO THE SOUTHWESTERLY
MARGIN OF PROPOSED SR-2 WESTWICK ROAD TO NORTH MONROE INTERCHANGE AS DELINEATED ON
SHEETS 14 AND 16 OF 39 SHEETS DATED SEPTEMBER 24, 1970, AND SHEETS 16 AND 17 OF 39 SHEETS
DATED APRIL 1, 1970, (MILE POST 9.92 TO MILE POST 16.12) STATE OF WASHINGTON DEPARTMENT OF
TRANSPORTATION SR-2 HIGHWAY MAPS;
THENCE SOUTH 39°14'22" EAST, ALONG SAID PROPOSED SR-2, 19.65 FEET;
THENCE NORTH 89°00'30" WEST 528.28 FEET TO THE EAST MARGIN OF ANN STREET AND THE POINT OF
BEGINNING.

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(SAID PARCELS A AND B, LAND AND EASEMENT ALSO DESCRIBED AS PARCEL 2 OF CITY OF MONROE BOUNDARY LINE ADJUSTMENT NO. BA200104, RECORDED APRIL 18, 2002 UNDER RECORDING NO. 200204185009, BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 06, TOWNSHIP 27 NORTH, RANGE 07 EAST, IN SNOHOMISH COUNTY, WASHINGTON).



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EXHIBIT "B2"

**EXHIBIT _____
PARCEL NO. 27070600203100
ROAD EASEMENT**

THAT PORTION OF THE HEREINAFTER DESCRIBED TRACT DESCRIBED AS FOLLOWS:

A STRIP OF LAND 30 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF NEW PARCEL 2 OF CITY OF MONROE BOUNDARY LINE ADJUSTMENT NO. BA200104, RECORDED UNDER RECORDING NO. 200204185009, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE SOUTH 89°00'30" EAST ALONG THE NORTH LINE OF SAID NEW PARCEL 2, 508.63 FEET TO A POINT WHICH IS 15.00 FEET WEST (MEASURED AT RIGHT ANGLES) OF THE SOUTHWESTERLY MARGIN OF PROPOSED SR-2 WESTWICK ROAD TO NORTH MONROE INTERCHANGE AS DELINEATED ON SHEETS 14 AND 15 OF 39 DATED SEPTEMBER 24, 1970, AND SHEETS 16 AND 17 OF 39 DATED APRIL 1, 1971 (MILE POST 9.92 TO MILE POST 16.12) STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION SR-2 HIGHWAY MAPS;
THENCE SOUTHEASTERLY, PARALLEL WITH AND 15.00 FEET WEST (MEASURED AT RIGHT ANGLES) OF SAID SOUTHWESTERLY MARGIN, TO THE NORTH MARGIN OF MAIN STREET AND THE TERMINUS OF THIS CENTERLINE DESCRIPTION.

CONTAINING 19,348 SQUARE FEET, MORE OR LESS

TRACT:

(PER STEWART TITLE GUARANTY COMPANY ORDER NO. 200353, DATED APRIL 19, 2018)

PARCEL C:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 27 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF PROPOSED SR-2 WESTWICK ROAD TO NORTH MONROE INTERCHANGE ON SHEETS 14 AND 15 OF 39 DATED SEPTEMBER 24, 1970, AND SHEETS 16 AND 17 OF 39 DATED APRIL 1, 1971 (MILE POST 9.92 TO MILE POST 16.12) STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION SR-2 HIGHWAY MAPS, AND THE NORTHWESTERLY MARGIN OF MAIN STREET (OLD OWEN ROAD);
THENCE SOUTH 58°49'37" WEST 30.08 FEET ALONG THE NORTHWESTERLY MARGIN OF MAIN STREET;
THENCE NORTH 35°28'47" WEST, PARALLEL WITH AND 30 FEET SOUTHWESTERLY FROM THE SOUTHWESTERLY MARGIN OF SAID PROPOSED SR-2 FOR 130.25 FEET;
THENCE, CONTINUING PARALLEL WITH SAID MARGIN, NORTH 39°14'22" WEST 4.18 FEET TO THE EAST BOUNDARY OF SNOHOMISH COUNTY P.U.D. NO. 1 PROPERTY;
THENCE NORTH 00°59'30" EAST 6.48 FEET ALONG THE EAST LINE OF SAID P.U.D. NO. 1 PROPERTY;
THENCE NORTH 89°00'30" WEST 200.00 FEET ALONG THE NORTH LINE OF SAID P.U.D. NO. 1 PROPERTY;
THENCE SOUTH 00°59'30" WEST 290.57 FEET, ALONG THE WEST LINE OF SAID P.U.D. NO. 1 PROPERTY, TO THE NORTHWESTERLY MARGIN OF MAIN STREET;
THENCE SOUTH 58°49'37" WEST 104.87 FEET, ALONG SAID NORTHWESTERLY MARGIN, TO THE SOUTHEAST CORNER OF LOT 3 AS SHOWN ON THAT RECORD OF SURVEY FILED UNDER AUDITOR'S FILE NO. 8901115004;
THENCE NORTH 01°39'38" EAST 166.34 FEET ALONG THE EAST LINE OF SAID LOT 3;
THENCE SOUTH 89°50'52" WEST 91.62 FEET ALONG THE NORTH LINE OF SAID LOT 3 (BEARING IN ERROR ON SAID SURVEY - LOT 3 WILL CLOSE MATHEMATICALLY WHEN QUADRANT IS CHANGED FROM NORTHWEST TO SOUTHWEST);
THENCE NORTH 00°59'30" EAST 321.94 FEET;
THENCE NORTH 89°00'30" WEST 6.57 FEET;

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THENCE NORTH 00°59'30" EAST 151.33 FEET;
THENCE SOUTH 89°00'30" EAST 4.83 FEET;
THENCE NORTH 00°59'30" EAST 95.00 FEET;
THENCE SOUTH 89°00'30" EAST 87.11 FEET TO THE SOUTHWESTERLY MARGIN OF SAID PROPOSED SR-2;
THENCE NORTH 39°14'22" WEST 19.65 FEET;
THENCE SOUTH 89°00'30" EAST 10.48 FEET;
THENCE SOUTH 39°14'22" EAST 507.52, PARALLEL WITH THE SOUTHWESTERLY MARGIN OF SAID
PROPOSED SR-2;
THENCE, CONTINUING PARALLEL WITH SAID MARGIN, SOUTH 35°28'47" EAST 134.35 FEET TO THE
NORTHWESTERLY MARGIN OF MAIN STREET (OLD OWEN ROAD);
THENCE SOUTH 58°49'37" WEST 8.02 FEET, ALONG THE NORTHWESTERLY MARGIN OF MAIN STREET, TO
THE POINT OF BEGINNING.



2/25/2019

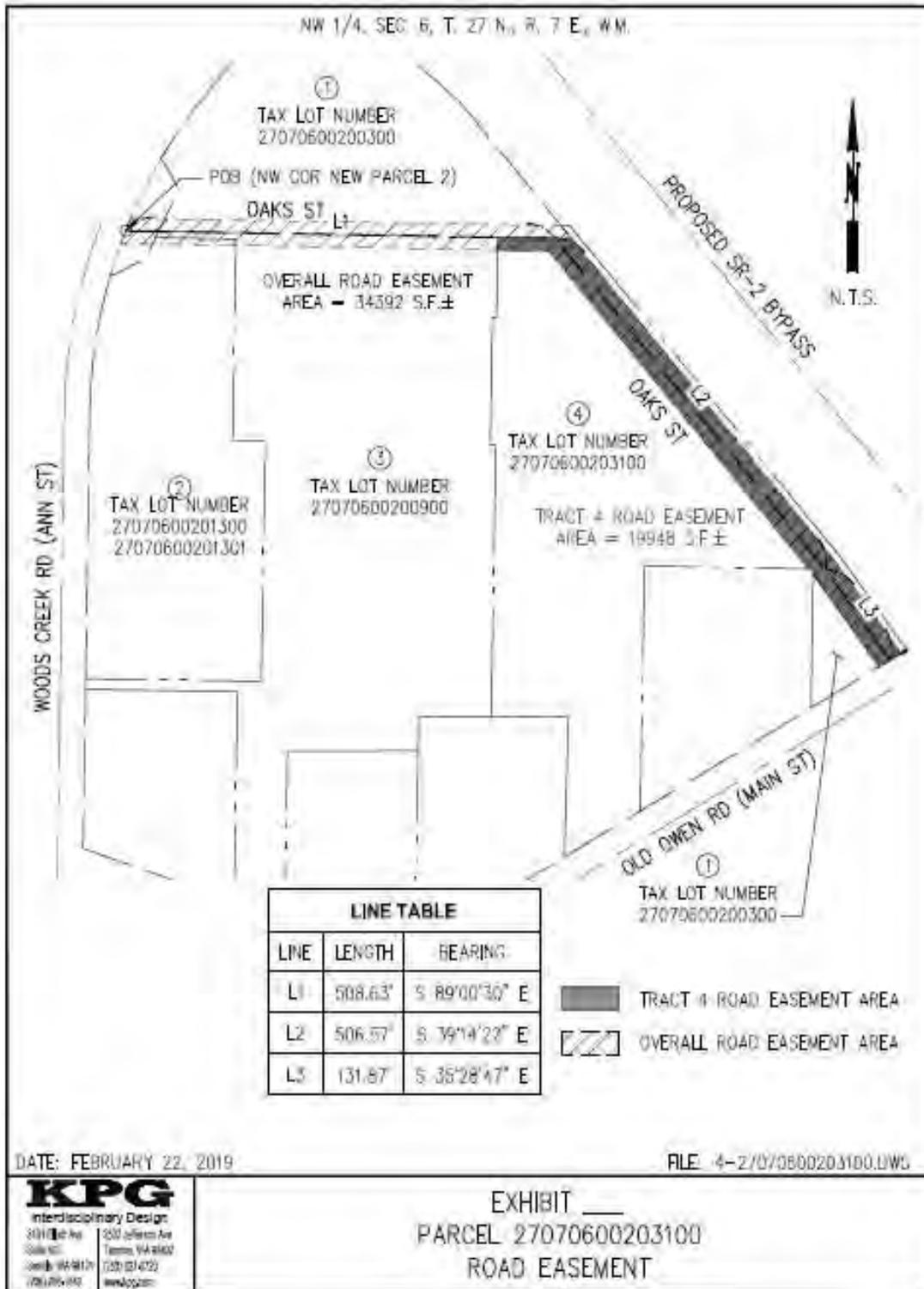


EXHIBIT “C”

PERMITTED EXCEPTIONS/TITLE REPORT

The Permitted Exceptions shall be identified by Buyer in accordance with Section 2 and Section 3 of the Agreement, as applicable.

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (“Agreement”) is made as of the date this instrument is fully executed by and between Oak Street Development, LLC, a Washington limited liability company ("Seller"), and the City of Monroe, a municipal corporation ("Buyer" or “City”), for purchase and sale of a permanent right of way easement, over a portion of that certain real property situated in Snohomish County, Washington, legally described on Exhibit "A", attached hereto (the “Property”).

The permanent right of way easement consists of 7,189 square feet and is legally described on Exhibit “B”, attached hereto (the “Easement Area”).

1. **PURCHASE PRICE:** The total purchase price for the easement is **EIGHTY SIX THOUSAND TWO HUNDRED SIXTY-EIGHT AND No/100 Dollars (\$86,268.00)** ("Purchase Price"). The Purchase Price is payable at closing in cash.

2. **CONVEYANCE OF TITLE:**

2.1 **Easement:** At closing, Seller will execute and deliver, in a form acceptable to Buyer, the Easement, depicted and on Exhibit B totaling 7,189 square feet, conveying and warranting good and marketable title to the Easement Area free and clear of all defects or encumbrances except for the lien of real estate taxes and drainage service charges not yet due and payable and those defects and/or encumbrances (if any) to be identified in the area described, on Exhibit "C" attached hereto (collectively, "Permitted Exceptions"). Buyer and Seller agree that, following execution of this Agreement and prior to closing, Exhibit C shall be updated and supplemented to reflect the Permitted Exceptions in accordance with Sections 2 and 3, and that such updated and supplemented Exhibit C shall thereafter be incorporated into this Agreement as if set forth in full. Seller’s approval of such updated and supplemented Exhibit C shall not be unreasonably withheld.

2.2 **Title Insurance:** At closing, Buyer shall receive (at Buyer's expense) an owner's Standard ALTA policy of title insurance, dated as of the closing date and insuring Buyer in the amount of the Purchase Price against loss or damage by reason of defect in Buyer's title to the Easement subject only to the printed exclusions appearing in the policy form and any Permitted Exceptions (the “Title Policy”), and consistent with Section 3 below. Receipt of the Title Policy, or the title company’s binding commitment to issue same, shall be a condition to the Buyer’s obligation to close the transaction contemplated herein.

3. **CONTINGENCIES:**

3.1 **Approval:** Closing is subject to approval by the Monroe City Council at an open public meeting.

3.2 **Extinguishment of Existing Easements.** Closing is contingent upon delivery by Seller extinguishment of any ingress/egress easement or rights Seller, the adjoining

property owner to the south, Beta-Monroe Plaza LLC, or any third party may have in the Easement Area, other than those exception explicitly deemed Permitted Exceptions hereunder, including but not limited to; items referenced in Reciprocal Easement and Restrictive Agreement, Declaration of Restrictions and Grant of Easements or other Exceptions outlined in the Title Commitments listed under 3.3 of this Agreement.

3.3 Condition of Title: The City has received from Stewart Title, 2820 Oakes Avenue, Suite A, Everett, WA 98201 (the “Title Company”) commitment No. 200350, together with full copies of any exceptions set forth therein (the “Preliminary Commitment”). The City shall have thirty (30) days from the Effective Date of this Agreement within to notify Seller, in writing, of the City’s approval of any exceptions shown on the Preliminary Commitments; provided, that all monetary encumbrances and liens, if any, shall be deemed automatically disapproved and shall be paid by Seller at Closing.

Seller shall work cooperatively with the Buyer and or its agents to obtain partial releases or other subordination of rights from any and all monetary beneficiary exceptions set forth in the Preliminary Commitment.

3.4 Waiver of Contingencies: If the Buyer notifies the Seller in writing that one or more of the contingencies set forth herein have been waived, or if the contingencies otherwise are satisfied, the Closing of this transaction shall thereafter proceed in accordance with the terms hereof.

3.5 Representations True and Correct: The City’s obligation to close shall be contingent on each of the representations and warranties in Section 5 being true and correct as of closing.

3.6 Closing of Adjacent Easement Purchase. The Buyer’s obligation to close the transaction contemplated herein is contingent on the simultaneous closing of that Real Estate Purchase and Sale Agreement with Beta-Monroe Plaza, LLC for a right of way easement over an adjacent portion of property immediately to the south the Easement Area in form satisfactory to the Buyer.

4. RISK OF LOSS: Seller will bear the risk of loss of or damage to the Easement Area prior to closing. In the event of such loss or damage to the Easement Area, Seller shall promptly notify Buyer thereof and Buyer may, in its sole discretion, terminate this Agreement by giving notice of termination to the Seller.

5. SELLER’S REPRESENTATIONS, WARRANTIES AND COVENANTS: Seller represents, warrants, and covenants to the Buyer at the date of execution of this Agreement and the date of closing that:

5.1 Authority: Seller, and the person(s) signing on behalf of Seller, has full power and authority to execute this Agreement and perform Seller's obligations, and if Seller is a corporation, all necessary corporate action to authorize this transaction has been taken.

5.2 **Leases:** The Easement Area is not subject to any recorded and unrecorded leaseholds, right of vendors and holders of security interest on personal property installed upon said property and right of tenants to remove trade fixtures at the expiration of the term.

5.3 **No Material Defect:** Seller is unaware of any material defect in the Property. To the best of Seller's knowledge, the information regarding the Property as provided by Seller is complete, accurate, true and correct and does not fail to state any fact without which such information would be misleading.

5.4 **Debris and Personal Property:** Seller will remove all debris and personal property, prior to closing, located on the Easement Area (if any) at Seller's cost and expense, and Seller will indemnify and hold Buyer harmless from all claims and expenses arising from such removal.

5.5 **Contamination:** Seller represents and warrants that he/she/it has not caused or allowed the generation, treatment, storage, or disposal of hazardous substances on the property, nor caused or allowed the release of any hazardous substance onto, at, or near the Easement. Seller is in compliance with all applicable laws, rules, and regulations regarding the handling of hazardous substances, has secured all necessary permits, licenses and approvals necessary to its operation on the Easement Area, and is in compliance with such permits. Seller has not received notice of any proceedings, claims, or lawsuits arising out of its operations on the Easement Area and, to the Seller's knowledge, the property is not, nor has it ever been subject to the release of hazardous substances.

5.6 **Fees and Commissions:** Seller shall pay for any broker's or other commissions or fees incurred by the Seller in connection with the sale of the Easement and Seller shall indemnify and hold Buyer harmless from all such claims for commission and/or fees.

5.7 **Indemnification:** Seller agrees to indemnify, defend, and hold harmless Buyer, its employees, agents, heirs and assigns, from and against any and all damage, claim, liability, or loss, including reasonable attorney's and other fees, arising out of or in any way connected to the breach of any representation or warranty contained herein. Such duty of indemnification shall include, but not be limited to damage, liability, or loss pursuant to all federal environmental laws, Washington State environmental laws, strict liability and common law.

5.8 **Ownership; Non-Foreign Status.** Seller owns the Property and has the right to sell the Property, and is not a foreign person as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"), IRS Section 1445(b)(2), as amended.

6. CLOSING:

6.1 **Time for Closing and Closing Agent:** The sale will be closed in the office of the Closing Agent not later than ten (10) days from the date all contingencies set forth in Section 3 (other than 3.6) herein have been removed or waived by the City, but closing

(subject to satisfaction of conditions required herein) shall take place no later than February 15, 2021.

Buyer and Seller shall deposit in escrow with the Closing Agent all instruments, documents and moneys necessary to complete the sale in accordance with this Agreement. As used in this Agreement, "closing" and "date of closing" means the date on which all appropriate documents are recorded and proceeds of the sale are available for disbursement to Seller. The Closing Agent shall be:

Stewart Title Company
2820 Oakes Avenue, Suite A
Everett, WA 98201

6.2 **Prorations:** Closing Costs: Seller will pay real property taxes prorated through the date of closing. Buyer will pay the premium for its owner's title insurance policy, the cost of recording the Easement from the Seller, real estate excise taxes (if any are due) and the Closing Agent's escrow fees.

6.3 **Possession:** Buyer shall be entitled to possession of the Easement at Closing.

6.4 **Closing Obligations of Buyer:** On or before Closing the Buyer shall deliver to the Closing Agent the following:

6.4.1 All funds required to be paid by Buyer under this Agreement, in cash.

6.4.2 A Closing Statement in form and content reasonably satisfactory to the parties.

6.4.3 A Real Estate Excise Tax Affidavit executed by the Buyer in the form required by law.

6.4.4 Any other documents necessary or reasonably requested by Seller or the Closing Agent to effect the transaction contemplated in this Agreement.

6.5 **Closing Obligations of Seller.** At Closing, Seller shall deliver to the Escrow Agent the following duly executed and acknowledged documents (where appropriate):

6.5.1 The Easement required under Section 2.1 of this Agreement.

6.5.2 A Closing Statement in form and content reasonably satisfactory to the parties.

6.5.3 A FIRPTA certification.

6.5.4 A Real Estate Excise Tax Affidavit executed by Seller in the form required by law.

6.5.5 Any other documents necessary or reasonably requested by the Buyer or Closing Agent to effect the transaction contemplated in this Agreement.

7. **NOTICES:** All notices, demands, consents, approvals and other communications which are required or desired to be given by either party to the other under this Agreement shall be in writing and shall be hand delivered or sent by United States regular mail, postage prepaid, return receipt requested, or by email transmission, addressed to the appropriate party at its address set forth below, or at such other address as such party shall have last designated by notice to the other. Notices, demands, consents, approvals, and other communications shall be deemed given when delivered, or three days after mailing, or on the day that an email transmission is received, to or at the following addresses:

TO SELLER:
Oak Street Development, LLC
Attn: David Milne
14582 172nd Dr. SE
Monroe, WA 98272
Telephone: 360-863-9617
Email: dave.milne@milneelectirc.com

TO BUYER:
City of Monroe
Attn: Scott Peterson
806 West Main Street
Monroe, WA 98272
Telephone: 360-863-4606
Email: speterson@monroewa.gov

8. **GENERAL:** This is the entire agreement of the Buyer and Seller with respect to the Easement and supersedes all prior or contemporaneous agreements between them, written or oral. This Agreement may be modified only in writing, signed by Buyer and Seller. Any waivers under this agreement must be in writing. A waiver of any right or remedy in the event of a default will not constitute a waiver of such right or remedy in the event of any subsequent default. This Agreement is for the benefit of, and binding upon, Buyer and Seller and their heirs, personal representatives, successors and assigns. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. Time is of the essence in this agreement. This Agreement may be executed in one or more counterparts, each of which will be considered an original instrument and all of which together will be considered the same agreement.

9. **REMEDIES; ATTORNEYS FEES.** In the event of any breach or default of the Agreement by Seller, Buyer shall have all available remedies at law or in equity, including the remedy of specific performance. The prevailing party in any action to enforce the terms of this Agreement, including on appeal or in bankruptcy, shall be entitled to their reasonable attorneys' fees and costs.

10. **WASTE; ALTERATION OF EASEMENT:** Seller shall not commit waste on the Easement Area, nor shall Seller remove trees or other vegetation, coal, minerals or other valuable materials nor shall Seller substantially alter the surface or subsurface of the Easement Area without the express written consent of Buyer. Access along the frontage to Seller's property shall be maintained "as is" subject to redevelopment of the Seller's property or redevelopment of the road by the City.

10. **SURVIVAL OF WARRANTIES:** The terms, covenants, representations and

warranties shall not merge in the deed of conveyance, but shall survive closing.

11. **EFFECTIVE DATE:** The Effective Date is the date of the last Parties' signature below.

Signed in duplicate original.

BUYER: City of Monroe, a municipal Corporation.

By _____

Its _____

Date _____

SELLER: Oak Street Development, LLC, a Washington limited liability company

By _____

Its _____

Date _____

EXHIBITS: **Exhibit A**, Property Legal Description
Exhibit B, Road Easement Legal Description - 27070600200300
Exhibit C, Permitted Exceptions

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

Tax Parcel No. 27070600200300

Parcel A:

That portion of the Northwest quarter of Section 6, Township 27 North, Range 7 East, W.M., described as follows:

Commencing at a point which lies 30 feet Southerly at a right angle from the South line of Lot 3, Block 1, Map of Tye City, as per plat recorded in Volume 3 of Plats at page 36, records of Snohomish County, said point being on the Easterly margin of Ann Street;
Thence North 00°52'16" East 313.72 feet along said Easterly margin to the centerline of Cedar St. as platted in Peterson's First Addition to Monroe;
Thence continuing North 00°52'16" East 15.55 feet along said Easterly margin;
Thence along a 607.27 foot radius curve to the right, through a central angle of 20°41'49" an arc distance of 219.37 feet to the TRUE POINT OF BEGINNING;
Thence continuing Northeasterly along the East line of Ann Street and along the 607.27 foot radius curve to the right, through a central angle of 18°03'11" an arc distance of 191.34 feet;
Thence North 39°37'16" East 188.14 feet to an intersection with the Southwesterly margin of proposed SR-2, Westwick Road to North Monroe Interchange as delineated on sheets 14 and 15 of 29 dated September 24, 1970, and sheets 16 and 17 of 39 dated April 1, 1971 (mile post 9.92 to mile post 16.12) State of Washington Department of Transportation SR-2 Highway maps;
Thence along said Southwesterly margin South 48°55'11" East 236.98 feet;
Thence South 39°14'22" East 209.63 feet to a point on said Southwesterly margin which bears South 89°00'30" East from the POINT OF BEGINNING;
Thence North 89°00'30" West 528.28 feet to the POINT OF BEGINNING;

Together with easement for ingress, egress and utilities, which is 15 feet wide South of and parallel with the South line of above described parcel;

Parcel B:

That portion of the Northwest quarter of Section 6, Township 27 North, Range 7 East, W.M., described as follows:

Commencing at the intersection of the Southwesterly margin of proposed SR-2 Westwick Road to North Monroe Interchange as delineated on sheets 14 and 15 of 39 dated September 24, 1970, and sheets 16 and 17 of 39 dated April 1, 1971 (mile post 9.92 to mile post 16.12) State of Washington Department of Transportation SR-2 Highway Maps, and the Northwesterly margin of Main Street (Old Owen Road);
Thence Southwesterly along the Northwesterly margin of said Main Street to the Southeast corner of that certain tract conveyed to Public Utility District No. 1 of Snohomish County by deed recorded October 7, 1981 under Auditor's File No. 8110070208, the TRUE POINT OF BEGINNING;
Thence North 00°59'30" East along the East line of said tract 158.32 feet;
Thence parallel with said Southwesterly margin of proposed SR-2, South 39°14'22" East 4.18 feet; Thence continuing parallel, South 35°28'47" East 130.25 feet to said Northwesterly margin of Old Owen Road;
Thence South 58°49'37" West 94.65 feet along said Northwesterly margin to the POINT OF BEGINNING;
Except the Southwesterly portion to the City of Monroe for right of way from deed recorded under Auditor's File No. 201506040222.
Situate in the County of Snohomish, State of Washington.

EXHIBIT "B"

ROAD EASEMENT LEGAL DESCRIPTION

**PARCEL NO. 27070600200300
ROAD EASEMENT**

THAT PORTION OF THE HEREINAFTER DESCRIBED TRACT DESCRIBED AS FOLLOWS:

A STRIP OF LAND 30 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF NEW PARCEL 2 OF CITY OF MONROE BOUNDARY LINE ADJUSTMENT NO. BA200104, RECORDED UNDER RECORDING NO. 200204185009, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE SOUTH 89°00'30" EAST ALONG THE NORTH LINE OF SAID NEW PARCEL 2, 508.63 FEET TO A POINT WHICH IS 15.00 FEET WEST (MEASURED AT RIGHT ANGLES) OF THE SOUTHWESTERLY MARGIN OF PROPOSED SR-2 WESTWICK ROAD TO NORTH MONROE INTERCHANGE AS DELINEATED ON SHEETS 14 AND 15 OF 39 DATED SEPTEMBER 24, 1970, AND SHEETS 16 AND 17 OF 39 DATED APRIL 1, 1971 (MILE POST 9.92 TO MILE POST 16.12) STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION SR-2 HIGHWAY MAPS;
THENCE SOUTHEASTERLY, PARALLEL WITH AND 15.00 FEET WEST (MEASURED AT RIGHT ANGLES) OF SAID SOUTHWESTERLY MARGIN, TO THE NORTH MARGIN OF MAIN STREET AND THE TERMINUS OF THIS CENTERLINE DESCRIPTION.

CONTAINING 7,189 SQUARE FEET, MORE OR LESS.

TRACT:
(PER STEWART TITLE GUARANTY COMPANY ORDER NO. 200350, DATED APRIL 13, 2018)

PARCEL A:
THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 7 EAST, W.M., DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT WHICH LIES 30 FEET SOUTHERLY AT A RIGHT ANGLE FROM THE SOUTH LINE OF LOT 3, BLOCK 1, MAP OF TYE CITY, AS PER PLAT RECORDED IN VOLUME 3 OF PLATS AT PAGE 36, RECORDS OF SNOHOMISH COUNTY, SAID POINT BEING ON THE EASTERLY MARGIN OF ANN STREET;
THENCE NORTH 00°52'16" EAST 313.72 FEET ALONG SAID EASTERLY MARGIN TO THE CENTERLINE OF CEDAR ST. AS PLATTED IN PETERSON'S FIRST ADDITION TO MONROE;
THENCE CONTINUING NORTH 00°52'16" EAST 15.55 FEET ALONG SAID EASTERLY MARGIN;
THENCE ALONG A 607.27 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 20°41'49" AN ARC DISTANCE OF 219.37 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTHEASTERLY ALONG THE EAST LINE OF ANN STREET AND ALONG THE 607.27 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 18°03'11" AN ARC DISTANCE OF 191.34 FEET;
THENCE NORTH 39°37'16" EAST 189.14 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY MARGIN OF PROPOSED SR-2, WESTWICK ROAD TO NORTH MONROE INTERCHANGE AS DELINEATED ON SHEETS 14 AND 15 OF 39 DATED SEPTEMBER 24, 1970, AND SHEETS 16 AND 17 OF 39 DATED APRIL 1, 1971 (MILE POST 9.92 TO MILE POST 16.12) STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION SR-2 HIGHWAY MAPS;
THENCE ALONG SAID SOUTHWESTERLY MARGIN SOUTH 48°55'11" EAST 236.98 FEET;
THENCE SOUTH 39°14'22" EAST 209.63 FEET TO A POINT ON SAID SOUTHWESTERLY MARGIN WHICH BEARS SOUTH 89°00'30" EAST FROM THE POINT OF BEGINNING;
THENCE NORTH 89°00'30" WEST 528.28 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH EASEMENT FOR INGRESS, EGRESS AND UTILITIES, WHICH IS 15 FEET WIDE SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF ABOVE DESCRIBED PARCEL;

1-27070600200300-ESMT.DOCX



PARCELS R-

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 27 NORTH, RANGE 7 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF PROPOSED SR-2 WESTWICK ROAD TO NORTH MONROE INTERCHANGE AS DELINEATED ON SHEETS 14 AND 15 OF 39 DATED SEPTEMBER 24, 1970, AND SHEETS 16 AND 17 OF 39 DATED APRIL 1, 1971 (MILE POST 9.92 TO MILE POST 16.12) STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION SR-2 HIGHWAY MAPS, AND THE NORTHWESTERLY MARGIN OF MAIN STREET (OLD OWEN ROAD);

THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY MARGIN OF SAID MAIN STREET TO THE SOUTHEAST CORNER OF THAT CERTAIN TRACT CONVEYED TO PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY BY DEED RECORDED OCTOBER 7, 1981 UNDER AUDITOR'S FILE NO. 8110070208, THE TRUE POINT OF BEGINNING;

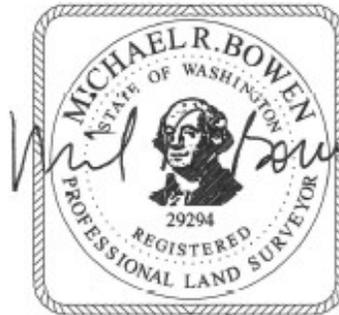
THENCE NORTH $00^{\circ}59'30''$ EAST ALONG THE EAST LINE OF SAID TRACT 158.32 FEET;

THENCE PARALLEL WITH SAID SOUTHWESTERLY MARGIN OF PROPOSED SR-2, SOUTH $39^{\circ}14'22''$ EAST 4.18 FEET;

THENCE CONTINUING PARALLEL, SOUTH $35^{\circ}28'47''$ EAST 130.25 FEET TO SAID NORTHWESTERLY MARGIN OF OLD OWEN ROAD;

THENCE SOUTH $58^{\circ}49'37''$ WEST 94.85 FEET ALONG SAID NORTHWESTERLY MARGIN TO THE POINT OF BEGINNING;

EXCEPT THE SOUTHWESTERLY PORTION TO THE CITY OF MONROE FOR RIGHT OF WAY FROM DEED RECORDED UNDER AUDITOR'S FILE NO. 201506040222.



2/25/2019

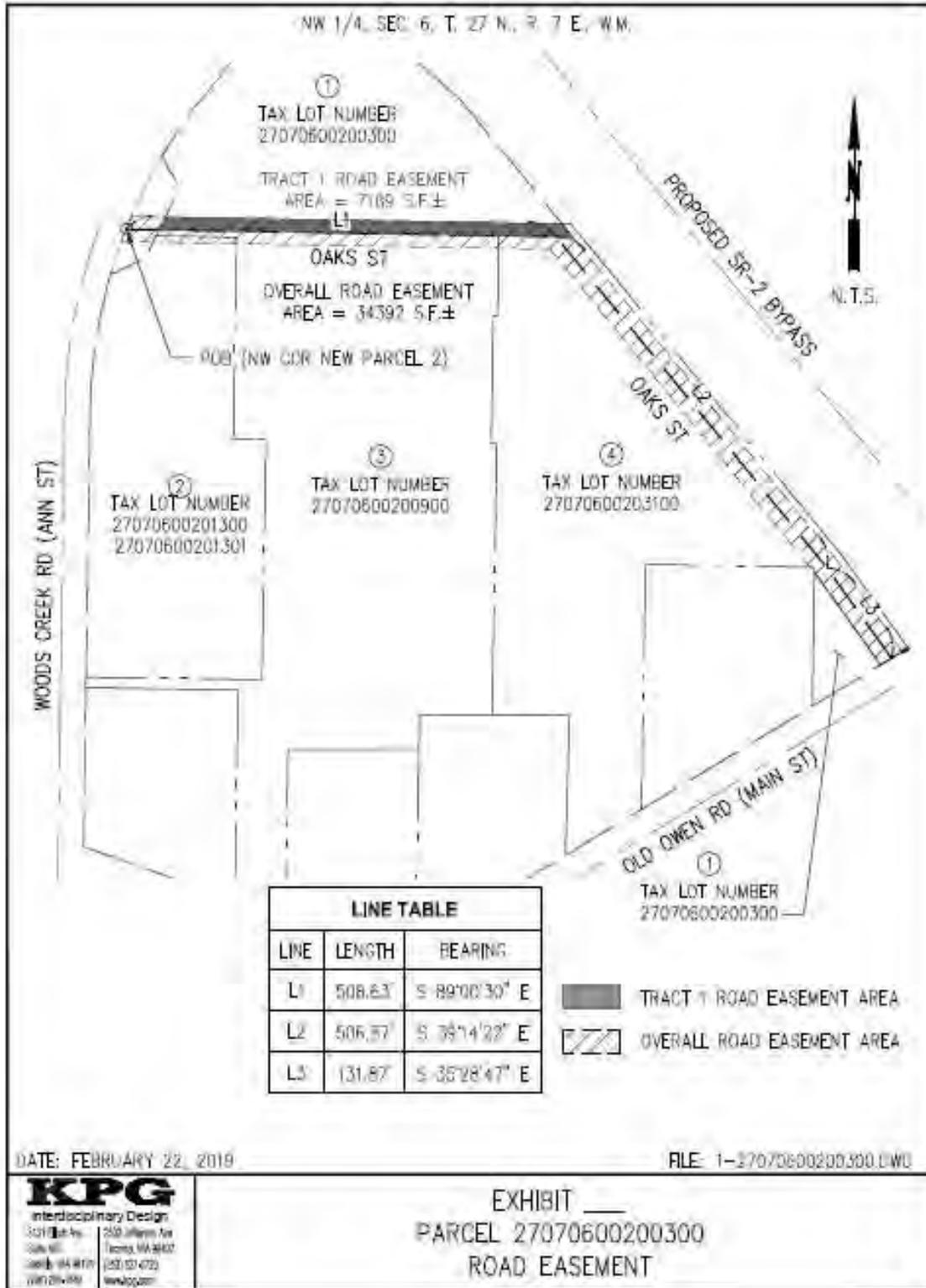


EXHIBIT “C”

PERMITTED EXCEPTIONS/TITLE REPORT

The Permitted Exceptions shall be identified by Buyer in accordance with Section 2 and Section 3 of the Agreement, as applicable.



AGENDA BILL

Meeting Date: January 12, 2021

Staff Contact: Deborah Knight, City Administrator

Department: Executive

SUBJECT: Authorize Mayor to Sign Legal Services Agreement with Ogden Murphy Wallace, PLLC

REQUESTED ACTION:

Move to authorize the Mayor to sign the legal services agreement with Ogden Murphy Wallace, PLLC; and expressly authorize further minor revisions as deemed necessary or appropriate.

POLICY CONSIDERATIONS:

The law firm of Ogden, Murphy, Wallace, PLLC has provided municipal attorney services to the City since 2002. The current four year contract expired on December 31, 2020.

The policy question for the City Council is whether to continue to contract for attorney services with Ogden Murphy Wallace or seek bids from other qualified firms.

DESCRIPTION/BACKGROUND:

The proposed 2021 contract for services is for a three year term (January 1, 2021, through December 31, 2023).

The Municipal Attorney is an essential member of the municipal team for purposes of managing legal affairs, risk management, and assisting the City in making legally sound policy decisions. The selection and continuity of the City Attorney is one of the most important decisions for a City Council. General municipal attorney services include: attending council meetings; legal services to the Mayor, City Council and Staff; preparation and review of ordinances, resolutions, contracts, and other legislative documents; and legal representation in civil matters such as land use hearings and appeals.

Mr. J. Zachary Lell, the City's primary Attorney, has provided municipal law services for cities since 1998. Mr. Lell is a member and chair of the firm's municipal department.

FISCAL IMPACTS:

The City has spent approximately \$251,000 on attorney services through November 2020 which is approximately \$22,806 per month including general municipal attorney services and specialty services such as property acquisition, code enforcement, and labor negotiations. As a general rule, cities typically spend about \$1 per capita per month for general municipal attorney services.

The rates below include travel time for City-related business and will be adjusted annually effective January 1st by the highest Seattle-Tacoma-Bremerton CPI. Multi-jurisdiction consortium-based legal services and franchise-related work will be negotiated on a project-specific basis.

| <u>General :</u> | <u>2020</u> | <u>2021</u> | <u>Increase</u> | <u>Percent Change</u> |
|---------------------------|-------------|-------------|-----------------|-----------------------|
| Member | \$293.00 | \$305 | \$12.00 | 3.9% |
| Associates | \$224.00 | \$235 | \$11.00 | 4.7% |
| Paralegal | \$133.00 | \$150 | \$17.00 | 11.3% |
| <u>Project Site</u> | | | | |
| <u>Specific Land Use:</u> | | | | |
| Member | \$367.00 | \$385 | \$18.00 | 4.7% |
| Associates | \$261.00 | \$265 | \$4.00 | 1.5% |
| Paralegal | \$133.00 | \$150 | \$17.00 | 11.3% |

TIME CONSTRAINTS:

The contract expired on December 31, 2020. The City Council should authorize the Mayor to sign the proposed contract with Ogden Murphy Wallace, PLLC; or discuss whether to seek bids from other qualified firms.

ALTERNATIVES TO REQUESTED ACTION:

1. Authorize the Mayor to sign a professional services agreement with Ogden Murphy Wallace, PLLC for municipal attorney services. This action implies the City Council is satisfied with the attorney services and are prepared to continue the attorney client relationship.
2. Authorize the Mayor to sign a professional services agreement with Ogden Murphy Wallace, PLLC and provide direction to Mayor and city staff to evaluate areas of concern. The City Council may have minor concerns regarding the contract terms or the relationship with the City’s municipal attorney. The City Council may identify areas of concern to resolve prior to authorizing the mayor to sign the contract.

Do not authorize the Mayor to sign the contract. The City Council may have concerns regarding the contract terms or the work product produced by Ogden Murphy Wallace, PLLC. The City Council may provide direction to Mayor and city staff to resolve the City Council’s concerns prior to authorizing the Mayor to sign the contract.

ATTACHMENTS:

[OMW Agreement 2021-2023](#)

| CONSULTANT AGREEMENT | |
|---|--|
| PROJECT TITLE AND IDENTIFICATION NUMBER 1 | WORK DESCRIPTION 2. Legal Services |
| CONSULTANT 3. Ogden, Murphy, Wallace, PLLC | CONSULTANT CONTACT NAME, AND TELEPHONE NO. 4 Zach Lell 206-447-7000 |
| FEDERAL I.D. NO. 5 | BUDGET OR FUNDING SOURCE 6. Legal Services |
| PROJECT ADMINISTRATOR NAME, ADDRESS AND TELEPHONE NO. 7 Ogden Murphy Wallace P.L.L.C. 901 Fifth Avenue, Suite 3500 Seattle, WA 98164 phone: 206.447.7000 Fax 206.447.0215 | MAXIMUM AMOUNT PAYABLE, IF ANY 8 N/A |
| COMPLETION DATE 9. December 31, 2023 | 10. <input type="checkbox"/> Lump Sum <input type="checkbox"/> Cost Plus a Fixed Fee <input checked="" type="checkbox"/> Schedule Rate/Time and Materials <input type="checkbox"/> Time and Materials/Not to Exceed |

THIS AGREEMENT is entered into on January 1, 2021, between the City of Monroe, Washington, hereinafter called "the CITY," and the above person, firm or organization, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced project; and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Retention of Consultant - Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. Completion of Work. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 45 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all

invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. Changes in Work. The CONSULTANT shall promptly make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY; this work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work.

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute as provided in Section 18. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

6. Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT. Electronic versions of all work products shall be provided to the CITY in a format compatible with CITY software, except to the extent expressly waived in the attached exhibits.

7. Independent Contractor. The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

8. Indemnity. The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, employees and volunteers from and against any and all claims, injuries, losses, suits, costs or liability, including attorneys' fees (collectively, "Claims"), specifically including without limitation Claims resulting from injuries, sickness or death of employees of the CONSULTANT and/or damage to property, arising out of or otherwise resulting from the acts, errors, or omissions of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that: The CONSULTANT's obligation to indemnify, defend and hold harmless shall not extend to Claims caused by or resulting from the sole willful misconduct or sole negligence of the City.

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

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

The CITY's acceptance or approval of any services or work product under this agreement shall not be deemed to reduce, abridge, limit or otherwise alter the CONSULTANT's obligations as set forth in this section, unless such intent is expressly stated in writing by the CITY.

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

9. Insurance. The CONSULTANT shall procure and maintain for the duration of the agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

A. Minimum Scope of Insurance

CONSULTANT shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The CITY shall be named as an additional insured under the CONSULTANT's Commercial General Liability insurance policy with respect to the work performed for the CITY using an additional insured endorsement at least as broad as ISO CG 20 26.

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

4. Professional Liability insurance appropriate to the CONSULTANT's profession.

B. Minimum Amounts of Insurance.

CONSULTANT 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 \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

C. Other Insurance Provisions.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement and prior to the performance of any work specified hereunder. The certificates of insurance shall cover the work specified in or performed under this agreement.

The certificate and endorsement must be project and/or site specific.

D. Cancellation.

The CONSULTANT shall provide the CITY with written notice of any policy cancellation within two business days of its receipt of such notice. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

The CONSULTANT's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the CONSULTANT's insurance and shall not contribute with it.

E. Acceptability of Insurers.

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

F. No Limitation.

The CONSULTANT's maintenance of insurance as required by this agreement shall not be construed to limit the liability of the CONSULTANT to the coverage provided by such insurance, or otherwise limit the CITY'S recourse to any remedy available at law or equity.

G. Failure to Maintain Insurance.

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

H. City Full Availability of Consultant Limits.

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

10. Records Retention and Disclosure. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose. The CONSULTANT shall

also provide a complete electronic copy of all reports, plans, and specifications upon completion of the work or upon request of the CITY.

Separate from and additional to the foregoing, the CONSULTANT shall fully cooperate with and assist the CITY with respect to any request for public records received by the CITY and related to any public records generated, produced, created and/or possessed by the CONSULTANT and related to the services performed under this agreement. Upon written demand by the CITY, the CONSULTANT shall furnish the CITY with full and complete copies of any such records within five business days.

The CONSULTANT's failure to timely provide such records upon demand shall be deemed a material breach of this agreement. To the extent that the CITY incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, the CONSULTANT shall fully indemnify and hold harmless the CITY as set forth in Section 8.

For purposes of this section, the term "public records" shall have the same meaning as defined by Chapter 42.17 RCW and Chapter 42.56 RCW, as said chapters have been construed by Washington courts.

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

11. Notices. All notices required to be given by either party to the other under this agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

12. Project Administrator. The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it generally meets the requirements of this agreement, and for reviewing, monitoring and approving the general quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator. Provided, that nothing in this section shall be construed as altering the CONSULTANT'S duty of care or otherwise limiting, abridging, waiving or reducing the CONSULTANT'S obligations under this agreement.

13. Conflict Amongst Main Agreement and Attachments. In case of conflict between the Exhibits to this agreement and the portions of this agreement preceding the signature lines (Sections 1-23), the terms of Sections 1-23 shall prevail. Any limitations on liability and indemnification expressed in the attached exhibits beyond those specified in Sections 8 and 9 (prior to signature line) shall be null and void.

14. Termination. The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified in Box 3 on page 1. In the event that this agreement is terminated by the CITY other than for fault on the part of the CONSULTANT, a final

payment shall be made to the CONSULTANT for all services satisfactorily performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

15. Non-Discrimination. The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

16. Subcontracting or Assignment. The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any subconsultants approved by the CITY at the outset of this agreement are named on Exhibit D attached hereto and incorporated herein by this reference as if set forth in full.

17. Non-Waiver. Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

18. Resolution of Disputes; Governing Law and Venue. This agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises out of or in connection with this agreement, including any question regarding its existence, enforceability, interpretation, or validity, the parties will, if practicable, meet and confer in good faith for a period of fourteen (14) days to attempt to resolve such dispute without an adversary proceeding. If at the end of the fourteen (14) day period such attempt at resolution is unsuccessful, the parties may resort to litigation. The exclusive venue for any litigation arising out this agreement shall be the Snohomish County Superior Court. The substantially prevailing party in any such litigation shall be entitled to an award of its reasonable attorneys' fees.

19. Taxes. The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

20. Code of Ethics. The CONSULTANT and all subconsultants/subcontractors shall also comply with the Monroe Code of Ethics (Exhibit E), Chapter 2.52 MMC. Any violation of Chapter 2.52 MMC by the CONSULTANT or any of its subconsultants/subcontractors shall be considered a material breach of this Agreement.

21. Entire Agreement. This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

22. Legal Compliance. In the performance of work under this agreement, the CONSULTANT shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to the CONSULTANT's business, equipment, and personnel engaged in operations covered by this agreement or accruing out of the performance of such operations.

23. Risk of Loss. The CONSULTANT shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at the CONSULTANT's own risk, and the CONSULTANT shall be solely responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CONSULTANT:

CITY OF MONROE:

Geoffrey Thomas, City Mayor

By: _____

Title: _____

ATTEST/AUTHENTICATED:

Rebecca Hasart, Interim City Clerk

EXHIBIT A

SCOPE OF WORK

The CONSULTANT (OMW) will continue to serve as attorneys for the City on all civil legal matters assigned or referred to OMW by the City during the term of this Agreement, and will specifically perform the following legal services for the City:

- A. Routine Legal Services. OMW will perform all routine civil legal services for the City to the extent requested by the City. Examples of such routine services include, but are not limited to:
- 1) Preparing for and attending City Council meetings;
 - 2) Drafting ordinances, resolutions, and decisions;
 - 3) Answering telephone calls from City elected officials and staff and providing general consultation on civil legal matters;
 - 4) Attending meetings with City staff (including regular office hours if requested), the Mayor, and/or Council members on civil legal matters;
 - 5) Attending meetings of other City boards and commissions, such as the Planning Commission and Hearing Examiner, when requested to do so; and
 - 6) Negotiating with third parties other than in a litigation context, e.g., negotiating development conditions.
- B) Litigation and other Non-Routine Services. OMW will also represent and provide legal services to the City in litigation and other non-routine civil legal matters. Examples of such matters include, but are not limited to:
- 1) Representing the City and its officials in litigation matters, provided, that in cases where the City and its officials have insurance coverage through WCIA, OMW will represent the City and its officials only until WCIA retained attorneys are actively handling the case or to the extent necessary to deal with non-covered claims or to provide consultation and coordination between the City and the WCIA retained attorneys;
 - 2) Personnel matters, labor negotiation or arbitration (to be addressed and compensated pursuant to a separate agreement or engagement letter);
 - 3) Services related to local improvement districts;

- 4) Services requiring a tax specialist (to be addressed and compensated pursuant to a separate agreement or engagement letter);
- 5) Representing the City in administrative proceedings before another governmental unit (such as Boundary Review Board hearings, proceedings before the State Shoreline Hearings Board, or proceedings before the State Growth Management Hearings Board).

Joseph Z. Lell will be the lead attorney and will have primary responsibility for attending City Council meetings and delegating work to other OMW attorneys as appropriate.

EXHIBIT B

COMPLETION SCHEDULE

The CONSULTANT (OMW) will perform the services identified in Exhibit A on an as-needed basis as requested by the CITY, and in accordance with a completion schedule mutually agreed upon by the parties.

EXHIBIT C

FEE SCHEDULE

A. Rate Schedule. The CONSULTANT (OMW) will be paid at the following rates for legal services performed under this Agreement. Travel time to and from the City, and when required for legal services matters, is included in time billed.

2021

| <u>Billing Category</u> | <u>Rate</u> |
|--|-------------|
| <u>General Legal Services</u> | |
| Member | \$305/hour |
| Associates | \$235/hour |
| Paralegals | \$150/hour |
| <u>Project/Site-Specific Land Use/Real Estate Rate</u> | |

This rate framework shall apply for legal services associated with the following matters:

- Real estate transactions, including Purchase & Sale Agreements, deeds, easements and leases.
- Site-specific land use matters involving a “project permit” as defined by RCW 36.70B.020.
- Administrative and judicial appeals arising out site-specific land use matters
- Development Agreements.

It is understood that area-wide legislative matters are excluded from this rate.

| <u>Billing Category</u> | <u>Rate</u> |
|---------------------------------------|-------------|
| <u>Project Site Specific Land Use</u> | |
| Member | \$385/hour |
| Associates | \$265/hour |
| Paralegals | \$150/hour |

2022

Each of the preceding year’s rates shall be adjusted on January 1, by the highest Consumer Price Index percentage increase from the preceding year for Seattle-Tacoma-Bremerton.

2023

Each of the preceding year's rates shall be adjusted on January 1, by the highest Consumer Price Index percentage increase from the preceding year for Seattle-Tacoma-Bremerton.

B. Miscellaneous Expenses. The City will not be charged separately for normal clerical or secretarial work, the expense of which has been calculated into OMW's hourly rates for attorneys. Reimbursement will be made by the City for expenditures related to court costs and fees, copying, postage, computer-aided legal research when conducted on behalf of the City, and mileage and parking. Other expenses shall be reimbursed when authorized in advance by the City.

C. Billing. OMW will bill the City on a monthly basis for services performed. OMW's bill will show the service provided, the date, the person providing the service, and the time spent in tenth of an hour segments.

OMW will endeavor to use paralegals where appropriate and to the extent practical, in order to control costs.

D. Multi-jurisdiction consortium-based legal services and franchise-related work will be negotiated on a project-specific basis.

EXHIBIT D
SUBCONSULTANT LIST

EXHIBIT E

Chapter 2.52

CODE OF ETHICS

Sections:

- 2.52.010 Purpose – Construction.
- 2.52.020 Repealed.
- 2.52.030 Award of contracts prohibited.
- 2.52.040 Repealed.
- 2.52.050 Repealed.
- 2.52.060 Repealed.
- 2.52.010 Purpose – Construction.

The city of Monroe hereby adopts the code of ethics for municipal officers codified at Chapter 42.23 RCW, inclusive of any future amendments thereof. It is the city's specific intent that the ethical standards set forth at Chapter 42.23 RCW shall govern the conduct of municipal officers within the city of Monroe. Except as expressly provided in this chapter, and Chapter 4.30 MMC, Ethics Board, the city disclaims any intent to impose substantive standards of conduct that are more stringent than or otherwise different from those set forth in Chapter 42.23 RCW with respect to the subject matter of said chapter. (Ord. 017/2019 § 5; Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A))

- 2.52.030 Award of contracts prohibited.

Members of the city of Monroe, Washington, boards, commissions, and city staff are prohibited from being awarded contracts with the city. Exceptions to this rule are those covered by the CBA, RCW and WAC. This section was submitted to the Monroe city council as an initiative with enough required signatures to be submitted to the voters. The city council adopted the initiative as an ordinance as an alternative to placing on the ballot. Consequently, to the extent required by law, this section shall be construed as superseding any conflicting city requirements or requirements that otherwise operate to illegally amend the requirements of an initiative. (Ord. 017/2019 § 5; Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A))



AGENDA BILL

Meeting Date: January 12, 2021

Staff Contact: Becky Hasart, Finance
Director/Interim City Clerk

Department: Clerk

SUBJECT: Selection of 2021 Mayor Pro-Tem, Council Committees, and various Council Appointments

REQUESTED ACTION:

1. Move to appoint Councilmember _____ as Mayor Pro-Tempore for 2021.
2. Move to appoint Councilmember _____ as the Council representative to the French Creek Flood Control District Joint Board.
3. Move to appoint Councilmember _____ as the Council representative to the Snohomish County Tomorrow Steering Committee.
4. Move to support the continued appointment of Linda Redmon, Snohomish City Councilmember, to continue to serve as the Snohomish County Board of Health District 5 representative.
5. Move to assign Councilmembers _____ and _____ to review and sign bills for 2021.
6. Move to assign Councilmembers _____, _____, and _____ to the 2021 Public Safety Committee.
7. Move to assign Councilmembers _____, _____, and _____ to the 2021 Finance/HR Committee.
8. Move to assign Councilmembers _____, _____, and _____ to the 2021 Legislative Affairs Committee.
9. Move to assign Councilmembers _____, _____, and _____ to the 2021 Transportation/Planning, Parks and Recreation, and Public Works (P3) Committee.

POLICY CONSIDERATIONS:

Pursuant to RCW 35A.13.035 and the Council Rules of Procedure, the City Council may appoint a Mayor Pro-Tempore to preside over meetings in the absence or disability of the Mayor, and Councilmembers shall be assigned to Council Legislative Committees as determined by the City Council.

DESCRIPTION/BACKGROUND:

- A. **Mayor Pro Tempore** (2020- Councilmember Davis) Per the City Council Rules of Procedure, the Mayor Pro Tem shall be the presiding officer at meetings where the Mayor is not in attendance; and when the Mayor excuses his or herself from meeting proceedings due to a conflict of interest. Duties include:

- a. Preserve order and decorum in the Council Chambers.
- b. Observe and enforce all policies and procedures adopted by Council.
- c. Appoint Councilmembers to serve on ad-hoc committees, if necessary.
- d. Recognize Councilmembers requesting the floor in the order in which they operate their signal light. It is the policy of the Monroe City Council to encourage its members to:
 - Speak one time to an issue taking care not to reiterate previous comments or arguments.
 - Rebut opposing arguments only once.
 - Speak only twice on the same subject without permission of the presiding officer.
 - Wait for presentations to conclude before offering comments and asking questions.
 - Speak to the merits of an issue and avoid references to personalities.

B. French Creek Flood Control District Joint Board (2020– Council: not assigned, Staff: Roberts and Hasart): The City drains stormwater via the French Creek Flood Control District (FCFCD) drainage system. The City’s Agreement with FCFCD provides for three City representatives (two staff members – the Operations & Maintenance Manager and the Finance Director, and one Councilmember), in order to give the City input in the District’s budget planning and to discuss funding to ensure that the District remains solvent. The joint board meets four times per year (July, August, September, and October) at 7:00 a.m. at locations to be determined. The meetings are usually the third Thursday of the designated month, but are subject to change.

C. Snohomish County Tomorrow Steering Committee (2020 – Councilmember Rousey): Snohomish County Tomorrow (SCT) is a cooperative and collaborative public inter-jurisdictional forum. SCT’s mission is to adopt a publicly shared vision to guide effective growth management and to preserve Snohomish County’s unique quality of life (see Attachment 1).

D. Snohomish Health District Board of Health Representative (2020 – Snohomish Councilmember Linda Redmon): Per the Health District Charter, the cities in District 5 select a single representative by majority vote of those cities. (Attachment 2 outlines the process needed to certify our Board of Health representative.)

E. Two Councilmembers to review and sign for approval of bills(2020 – Council: Gamble and Rousey): The bills are on the Consent Agenda for approval at the two Council Business Meetings each month. Two Councilmembers are selected to review the bills and sign the Approval form.

Assign Council Committee Members: Currently, there are four (4) Council Committees that are each scheduled to meet once per month as needed. Councilmembers can be on more than one committee, if interested. The committees are: (1) Public Safety; (2) Legislative Affairs; (3) Finance/Human Resources; and (4) Transportation/Planning, Parks and Recreation, and Public Works (P3)(see Attachment 3).

FISCAL IMPACTS:

None.

TIME CONSTRAINTS:

As soon as possible to ensure City Council representation as needed.

ALTERNATIVES TO REQUESTED ACTION:

1. Choose to defer selection of any or all positions until a later date.
2. Do not select Councilmembers to fill any or all positions.

ATTACHMENTS:

[Attachment 1 SCT 2020 Work Program](#)

[Attachment 2 Dist5 BOH Recertification Monroe](#)

[Attachment 3 2020 MCC Committees](#)

Snohomish County Tomorrow Steering Committee

Agenda Bill
Action Item 4.a.

Date: January 22, 2020
Subject: 2020 Work Program
Exhibit: (1) 2020 SCT Work Program

Summary Statement:

The 2020 SCT Work Program removes nine items from the previous year's Work Program and includes eight additional projects.

Background:

The Snohomish County Tomorrow (SCT) Draft Work Program lists the projects that SCT intends to consider in 2020, by month. Specifically, the Work Program shown in Exhibit (1) lists GMA/CPP-required subjects as well as other projects that the county and the cities will be bringing to SCT committees.

The following items from the 2019 Work Program have been removed in 2020 (followed by the reason why in italics):

- Annexation Policy and Annexation Report (*not slated for 2020*)
- SWUGA Boundary Planning Study (*Study completed*)
- PSRC Regional/Subregional Centers Framework Update (*Update completed*)
- Rural Town Centers & Corridors Call for Projects (*Occurs every other year*)
- Dept. of Commerce; BLR (*This stage of the BLR was completed*)
- Arlington/Marysville Manufacturing Industrial Center Designation (*Designation approved*)
- Implement Sustainability & Climate Change policies in Vision 2050 & MPPs (*Will be incorporated into Countywide Planning Policy Update*)

New or revised projects for 2020 include:

- 2021 Buildable Lands Report (*Research finished in 2019; study begins in 2020*)
- 2019 Growth Monitoring Report (*Carry over from 2019*)
- Countywide Planning Policy Update (*Update of CPPs in advance of Comp. Plan updates*)
- 2043 Initial Growth Targets (*Draft targets for population and employment growth*)
- 2023 GMA Update and Compliance Review (*Update of Comprehensive Plan*)
- Housing Affordability Regional Taskforce (*5-year action plan identifying priorities to accelerate ability to meet affordable housing needs of all County residents*)
- Regional STP/CMAQ Call for Projects (*Occurs every other year*)
- Countywide STP/CMAQ Call for Projects (*Occurs every other year*)

Executive Committee Recommended Action:

The Executive Committee recommends that the Steering Committee adopt the 2020 Work Program.

Contact Person: Cynthia Pruitt, (425) 388-3185

Exhibit (1)

PAC, MAG – Recommended 2020 SCT Work Program with County-Suggested Input (Italicized)

DRAFT 1-8-20

NOTE: This Work Program has not been confirmed by PDS; further changes are possible.

| Task | Frequency | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|--|---------------|-----|------------|-----|-----|------|-----|-----|-----------|-----------|-----|-----|-----------|
| | | | | | | | | | No PAC | No PAC | | | No PAC |
| SCT Administration | | | | | | | | | | | | | |
| Budget | Annually | | | | | E | ES | ES | | | | | |
| Work Program | Annually | ESI | | | | | | | | | | PC | |
| Gen. Assembly/Annual Report | Annually | | | | | | | | | ES | | | |
| Election of Officers | Annually | | ECIM PS | | | | | | | | | | |
| Legislative | | | | | | | | | | | | | |
| Legal & Legislative Briefing | Annually | ES | | | | | | | | | | ES | |
| GMA/CPP Requirements | | | | | | | | | | | | | |
| 2021 Buildable Lands Report | Every 8 years | P | ESP | ES | MP | P | P | P | | M | P | P | |
| 2019 Growth Monitoring Report | Annually | P | P | ES | M | | | | | | | | |
| Countywide Planning Policy Update | Periodically | ES | C | M | | PI | ES | | | | PI | M | ES |
| 2043 Initial Growth Targets | Every 8 years | | | M | P | P | | | | | | P | |
| County Projects | | | | | | | | | | | | | |
| Snohomish County Light Rail Communities | Periodically | P | C | M | PSE | C | | | | | | | PC |
| 2023 GMA Update and Compliance Review | Periodically | | ECIPS | | M | ECIP | | | | | | | ECIP S |
| Housing Affordability Regional Taskforce | TBD | | M | | | | | | | | | | |

Contact Person: Cynthia Pruitt, (425) 388-3185

Snohomish County Tomorrow Steering Committee

Agenda Bill Action Item 4.a.

| SCT Projects | | | | | | | | | | |
|--|-----------------------------|-------|-----|----|-------|----|---|-------|----|-------|
| | Periodically | EMP S | PES | MI | EMP S | ES | P | EMP S | ES | EMP S |
| Sound Transit 2 & 3 Alliance for Housing Affordability | Quarterly Briefings | EMP S | | | EMP S | | | EMP S | | |
| Public Works Assistance Fund Call for Projects | Periodically at Exec. Comm. | I | | | | | | | | M |
| Regional STP/CMAQ Call for Projects | | | | MI | I | I | | | | |
| Countywide STP/CMAQ Call for Projects | | | | MI | I | I | | | | |
| Vision 2050 Update | | P | P | M | P | P | | | | M |
| Regional Transportation Plan | | | | | | | | | | MP |
| CPP JP-2 Alt. Dispute Resolution Update | TBD | | | | | | | | | |
| MAG Mission Statement Update | TBD | | | | | | | | | |
| City Projects | | | | | | | | | | |
| Main Focus: | | | | | | | | | | |
| Transportation, including: | | | | | | | | | | |
| • Community Transit: Prepared for 2024 | Jan | MP | | | | | | | | |
| • Eastside Rail/Trail Corridor | Quarterly Briefings | EM | | EM | | | | EM | | |
| • Federal Funding Update & infrastructure financing | | | EMS | I | | | I | | | I |
| • MAP-21 | | | | | | | | | | |
| • Co. Public Works Assistance Fund (briefings) | Periodically at Ex. Cmt. | | | | | | | | | |
| • CPP Implementation: Transportation (CPP TR-14) | TBD | | | | | | | | | |

December 7, 2020

The Honorable Geoffrey Thomas
City of Monroe
806 W. Main St.
Monroe, WA 98272

Re: Annual Certification of Board of Health Representative

Dear Mayor Thomas:

In 2018 the Board of Health passed Res. 18-26 (attached) amending language to the Snohomish Health District Charter regarding membership and city representation. The amended language establishes a more clearly defined process of selection and membership for Board of Health positions for smaller cities and towns. It also implements a rotation amongst the cities in each County Council district on an annual or semi-annual basis. Res. 18-26 became effective January 1, 2019, and the appointment of the 2019 representative was the start of the rotation cycle.

Per the Health District Charter, the largest city within each Council district appoints a Board of Health representative in accordance with that city's procedure for making such appointments. Lake Stevens is the largest city in District 5 and appoints its own representative.

For the remaining cities, the Charter now calls for the cities and towns in each Council district to select a single representative **by majority vote of those cities**. Monroe shares its representation on the Board with the other cities and towns in District 5 – Gold Bar, Index, Snohomish, and Sultan. The current representative for your city is Snohomish City Councilmember Linda Redmon, who also serves on the Public Health Program Policy Committee. Ms. Redmon was appointed to fill a vacated position on the Board in 2018. She remains eligible to serve if she is reappointed by a super-majority of District 5 cities/towns. To appoint a representative from a different city or town, a simple majority is needed.

The Board sets local public health policy and oversees the operations of the Health District. In addition to attending monthly Board of Health meetings, Board members serve on one of three committees. These committees meet regularly and address topics such as budgeting, Board governance, and policy matters.

The first meeting of the Board in 2021 is Tuesday, January 19, at 3 p.m. Certification must occur before representatives can assume their seat on the Board. It's our hope that Monroe, Gold Bar, Index, Snohomish, and Sultan can, by majority or super-majority vote, certify their representative **by Friday, January 15**. If not, the incumbent continues as a voting member of the Board until the certification process is complete in District 5.

Please mail your city's certification letter signed by you or your city manager to me at the address below or via email to icarl@snohd.org. Thank you for your assistance with this process, Mayor Thomas. If you have any questions, please contact Linda Carl at icarl@snohd.org or 425-339-8677, or call me at 425-339-8687.

Sincerely,



Shawn Frederick, Administrative Officer

Attach: Board of Health Res. 18-26
cc: Monroe City Council



SNOHOMISH HEALTH DISTRICT
RESOLUTION OF THE BOARD OF HEALTH

RESOLUTION NUMBER: 18-26

RESOLUTION SUBJECT: AMENDING ARTICLE III OF THE CHARTER OF THE
SNOHOMISH HEALTH DISTRICT ADDRESSING BOARD OF
HEALTH MEMBERSHIP AND CITY REPRESENTATION

WHEREAS, members of the Board of Health are selected to ensure geographic representation of the entire County, including one County Council member from each of the five County Council Districts, one city council member from the largest city in each of the five County Council Districts, and one elected representative selected from among the smaller cities and towns in each of the five County Council Districts; and

WHEREAS, smaller cities and towns in the county have not had a clear or consistent means of selecting a representative from each of the five County Council Districts that provides fair opportunities for representation; and

WHEREAS, the Board of Health desires to establish a more clearly defined process that includes fair and balanced representation and an opportunity for all smaller cities and towns to participate on the Board of Health;

NOW, THEREFORE, BE IT RESOLVED that the Board of Health for the Snohomish Health District does hereby amend Article III of its Charter as set forth in Exhibit A attached hereto relating to the Board of Health membership and establishing a more clearly defined process of selection and membership for Board of Health positions for smaller cities and towns in each of the five County Council Districts;

AND, BE IT FURTHER RESOLVED that this amendment takes effect January 1, 2019.

ADOPTED this 11th day of December 2018.

Adrienne Fraley-Monillas, Chair
Board of Health

ATTEST:

Jefferson S. Ketchel, MA, RS
Administrator

EXHIBIT A

ARTICLE III – MEMBERSHIP

1. Board Membership. The Board of Health shall be composed of a total of 15 members, with 3 members geographically from each of the 5 Snohomish County Council Districts.
 - (a) One Snohomish County Council member shall represent each of the 5 County Council Districts.
 - (b) The largest city within each of the 5 County Council Districts, as determined by the most recent official population numbers from the State of Washington, shall select one Board of Health representative from the city's council.
 - (c) The cities and towns within each of the 5 County Council Districts, other than the largest city, shall collectively select one Board of Health representative from among their elected mayors and Council members. Selection of the representative shall be in accordance with sections 3(b) below.
2. When any city has residents within more than one County Council District, that city shall be considered to belong to the Council District wherein the majority of the city's population resides.
3. Selection Procedure for City/Town Representatives/Certification
 - (a) The largest city within each County Council District shall appoint a Board of Health representative in accordance with each city's procedure for making such appointments. The representative appointed shall be certified annually by the mayor or city manager as properly appointed in a letter to the Health District.
 - (b) Cities and towns other than the largest within each County Council District jointly shall annually select a single representative by a ~~method of their choosing~~ majority vote of all cities and towns but excluding the largest city within the County Council District. If eligible, the Board position shall continue to be held by the incumbent until the appointment and certification for the ensuing year. In the event of a tie vote the Chair of the Board of Health shall cast the deciding vote by coin toss at a meeting that's open to the public. This representative shall be jointly certified annually by the mayors or city managers as properly appointed in a letter to the Health District. Provided, however, in County Council Districts where there is more than one small city or town, no representative of a city or town shall serve more than two consecutive years unless, where applicable, a majority plus one of the cities and towns eligible to vote (a super majority) agree to such additional year or years of service. Where a super majority is not applicable, because of the number of small cities and towns in a County Council District, a unanimous vote shall be required to authorize more than two consecutive years. The filling of a vacancy for a partial term of office shall be counted as one year of the two consecutive years maximum. Once a

representative of an eligible city or town has served on the Board of Health the next selection of a representative shall be from a different city or town within the County Council District until all cities and towns have had an opportunity to serve. Once all cities and towns within the Council District have had an opportunity for a representative of their city or town to serve, the order of selection from all cities and towns shall be repeated in the same order. If a city or town declines to offer an elected mayor or councilmember to serve on the Board of Health, a representative from another city or town shall be considered. No city or town shall have a representative appointed for subsequent terms to the Board of Health until all cities and towns within a County Council District have had an opportunity for a representative to serve.

- (c) Certification of representatives must occur before representatives can assume their seat on the Board of Health.

4. Terms of Office.

- (a) The term of office for Snohomish County Council members shall be that of each member's term of office on the County Council.
- (b) No specific term of office shall be established for representatives of ~~any city or group of cities or towns~~ the largest city within a County Council district .The term of office for the smaller cities and towns in each County Council District shall be as set forth in section 3(b) above. Such representatives to the Board of Health shall serve pursuant to appointments made by their respective cities and towns, and annual certification by the respective mayor(s) or city manager(s).
- (c) Membership on the Board of Health of an individual shall continue until the date on which the successor to the seat has been appointed or has assumed elected office and, in the case of representatives from cities and towns, certification as described in 3. above has been received by the Health District; PROVIDED, that should a member no longer hold the public office which qualifies such person for membership, or should a member resign from the Board of Health, membership ceases with the effective date of leaving office or resignation. In such cases, a representative from the same city or town from which the position on the Board of Health was vacated shall be appointed by that city or town to fill the remainder of the term on the Board of Health. If no representative from the same city or town offers to serve, the cities and towns shall by majority vote select a representative from another city or town. The filling of a vacancy for a partial term of office shall be counted as one year of the two consecutive years maximum.
- (d) Execution of an Oath of Office is required of each member of the Board of Health at the beginning of the term of office.



**City Council Legislative Committees
Assignments for 2020**

| Members | Committee Purpose & Meeting Date |
|--|---|
| Cudaback Gamble* Scarboro | <p>Finance and Human Resources:</p> <p>The primary purpose of the Finance and Human Resources Committee is to review and advise upon matters of policy assigned by the City Council involving city financial affairs, including budget development goals and major financial policies such as reserves and fund balance levels, grants and Interlocal agreements, personnel matters (e.g. union negotiations, employee benefits), and approval of warrants.</p> <p>Meets Second Tuesday – 5:30 p.m.</p> |
| Davis Hanford Scarboro | <p>Legislative Affairs:</p> <p>The primary purpose of the Legislative Affairs Committee is to review and advise upon legislative matters at county, state, and federal levels of interest to the city council.</p> <p>Meets Third Tuesday – 6 p.m.</p> |
| Cudaback Davis* Rousey | <p>Public Safety Committee</p> <p>The primary purpose of the Public Safety Committee is to review and advise upon matters of policy assigned by the City Council involving public health, welfare, and safety; including issues related to police, emergency management, public defense and prosecution, municipal court, nuisance abatement, and code enforcement issues.</p> <p>Meets First Tuesday – 6 p.m.</p> |
| Davis Rasmussen Rousey* | <p>Transportation/Planning, Public Works, and Parks & Recreation:</p> <p>The primary purpose of this committee is to review and advise upon matters of policy assigned by the City Council involving public health, welfare, safety, infrastructure, and economic development. Chair: Rousey</p> <p>Meets Fourth Tuesday – 6 p.m.</p> |



AGENDA BILL

Meeting Date: January 12, 2021

Staff Contact: Jakeh Roberts, Deputy Public Works Director

Department: Public Works

SUBJECT: Public Works Department Report

ATTACHMENTS:

[Public Works 2021-1 Council Update](#)

PUBLIC WORKS DEPARTMENT



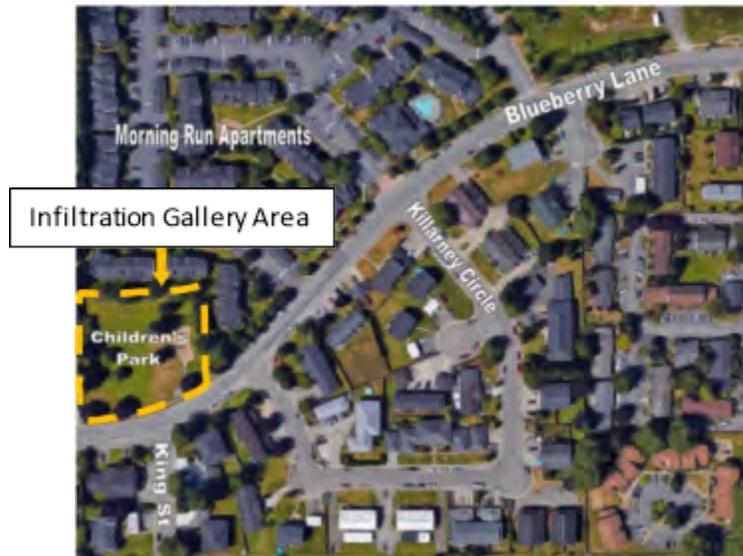
JANUARY 2021 UPDATE

Blueberry Lane Stormwater System:

In late December and early January there were multiple heavy rain events which lead to localized flooding and the eventual closure of Blueberry Lane at the intersections of Killarney Circle and King Street. The flooding is caused by the existing infiltration gallery being past its' useful life. This drainage area is identified in the City's most recent Stormwater System Plan as a priority capital improvement project location.

In 2019 the City received a grant from the Washington State Department of Ecology (DOE) in an amount just more than \$2.6 million, and an additional loan from the Washington State Clean Water Revolving Fund of \$877,750 to complete storm drainage improvements in the area.

The total project cost is estimated at \$3.29 million. When complete, the new systems will improve storm drainage in the area of Killarney Circle and King Street, as well as extending the East to the intersection of Blueberry Ln. and Kelsey St.



Work was originally slated to have been completed in 2020. However, the project was delayed because archeological materials were found on-site during a routine pre-project survey of the area. More recently, Covid-19 related work stoppages have delayed the environmental review processes.

Work is now expected to begin in June, 2021 with construction completion slated for October, 2021.

PUBLIC WORKS DEPARTMENT



JANUARY 2021 UPDATE

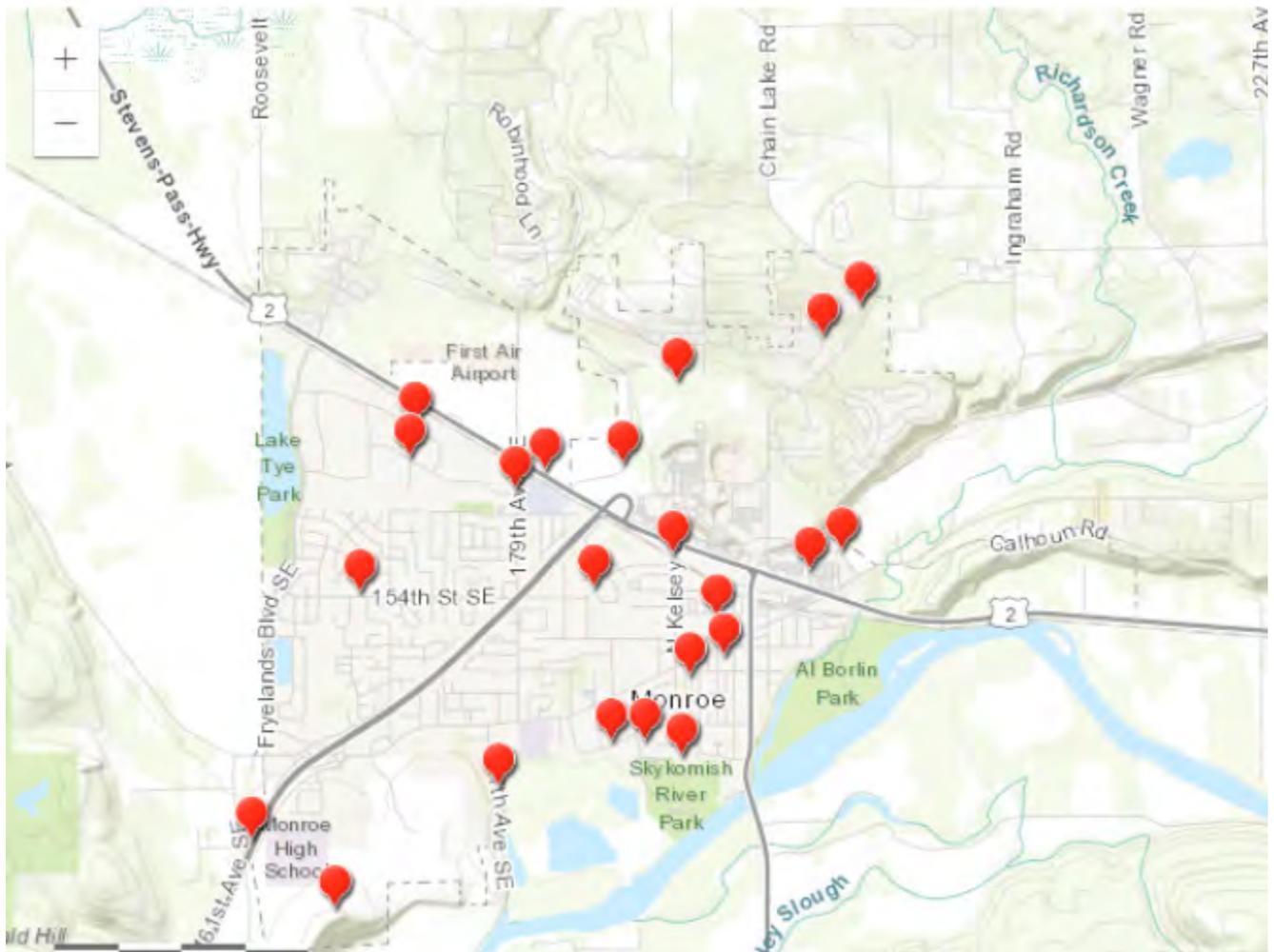
For more information on this project please visit the project page which can be found here:

<http://www.monroewa.gov/806/Blueberry-Lane-Stormwater-Improvements>

Capital Project Interactive Map:

The virtual map can be found on the City web page here:

<http://www.monroewa.gov/413/Projects>



PUBLIC WORKS DEPARTMENT



JANUARY 2021 UPDATE

Key Metrics:

PUBLIC WORKS DEPARTMENT



JANUARY 2021 UPDATE

| | Jan 2020 | Feb 2020 | Mar 2020 | Apr 2020 | May 2020 | Jun 2020 | Jul 2020 | Aug 2020 | Sept 2020 | Oct 2020 | Nov 2020 | Dec 2020 |
|---|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|-------------|-------------|-------------|
| WWTP Total Flow (Millions Gallons) | 69 | 73 | 52 | 50 | 48 | 53 | 45 | 45 | 46 | 52 | 57 | 64 |
| WWTP Avg. Daily Flow (Millions Gallons) | 2.24 | 2.55 | 1.69 | 1.67 | 1.56 | 1.77 | 1.47 | 1.44 | 1.52 | 1.67 | 1.84 | 1.97 |
| Tons of Bio-solids Handled | 223 | 198 | 286 | 268 | 234 | 216 | 240 | 132 | 254 | 226 | 199 | 313 |
| Staff Hours Spent on Private Develop. | 402 | 416 | 231 | 403 | 304 | 288 | 246 | 326 | 346 | 374 | 382 | 305 |
| Staff Hours Spent on City Capital Projects | 459 | 450 | 676 | 521 | 666 | 837 | 836 | 675 | 648 | 595 | 678 | 725 |
| Sweeping Miles/ Brush Cutting Hours | 134 | 344 | 261 | 29 | 421 | 427 | 494 | 259 | 328 | 415 | 540 | 348 |
| Utility Locates | 0 | 0 | 0 | 0 | 124 | 28 | 108 | 78 | 65 | 13 | 0 | 0 |
| Utility Locates | 250 | 240 | 220 | 156 | 250 | 201 | 214 | 219 | 229 | 250 | 193 | 308 |
| Water Sold (Millions Gallons) | 50 | 49 | 50 | 50 | 48 | 58 | 85.6 | 85.6 | 83.1 | 57.6 | 50.8 | 49 est |

PUBLIC WORKS DEPARTMENT



JANUARY 2021 UPDATE



MONROE CITY COUNCIL EXTENDED AGENDA

Current as of 01/04/2021
TENTATIVE LISTING, SUBJECT TO CHANGE

Mayor
Geoffrey Thomas

Councilmembers
Ed Davis Mayor Pro Tem;
Patsy Cudaback; Kevin Hanford;
Jason Gamble; Jeff Rasmussen;
Kirk Scarboro, & Heather Rousey

TUESDAY 1/12/2021

- 6 p.m. Legislative Affairs Committee Meeting**
 - Select Chair; Confirm Meeting Dates/Times; 2021 Work Plan

- 7 p.m. City Council Regular Business Meeting**
 - Presentations: Chamber of Commerce
 - Consent: Transpo Group Agreement; Geotechnical Agreement; OMW contract;
 - OB: Jail ILA
 - NB: Selection of Mayor Pro Tem; Council Committees; Council Appointments (Certify Health Rep); 2021 Council Meetings Schedule; N Kelsey Design Guidelines; 15 min parking downtown (Feilberg);
 - Reports: PW

COUNCIL COMMITTEE MEETING LOCATION

(unless otherwise noted):
City Hall, Permit Assistance Center: 806 W. Main Street, Monroe

UPCOMING ITEMS:

- Financial Reserves Policy
- Retirement Recognition
- Wireless Regulations
- Criminal Justice System Priorities
- Solid Waste Contract Renewal
- TAC Recommendations
- Council meetings – hybrid zoom/in person (Feb Study Session)

TUESDAY 1/19/2021

- 5:30 p.m. City Council Finance/HR Committee Meeting**
 - Select Chair; Confirm Meeting Dates/Times; 2021 Work Plan

- 7 p.m. City Council Regular Study Session**
 - CHSAB annual report (R Adams); Tourist Commercial Zoning discussion (B. Swanson)

TUESDAY 1/26/21

- 6 p.m. City Council P3 Committee Meeting**
 - Select Chair; Confirm Meeting Dates/Times; 2021 Work Plan

- 7 p.m. City Council Regular Business Meeting**
 - Snohomish Fire and Rescue Interlocal update (name change) – tentative; TBD
 - Consent Agenda: Accept Project/Begin Lien for B&G Club Gym Roof; Accept Project/Begin Lien for Adams Lane Mixed Utility Project; Accept Project/Begin Lien for 154th St Overlay
 - Reports: Finance, Police, Comm Dev, Econ Dev, HR/IT, Parks

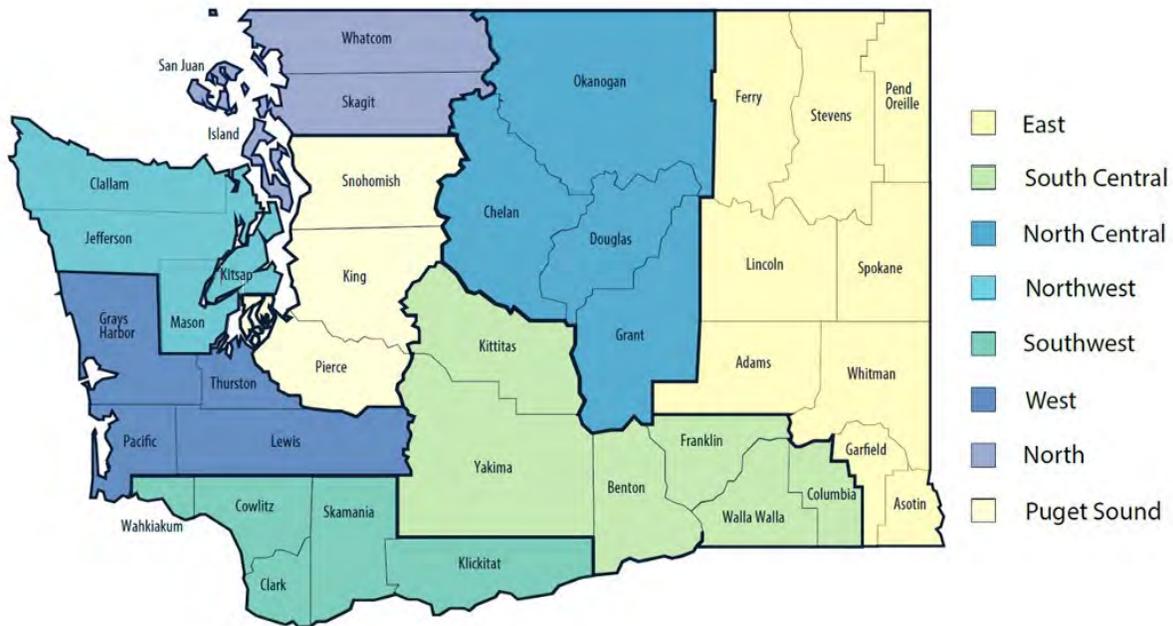
CITY COUNCIL MEETING LOCATION

(unless otherwise noted):
City Hall, Council Chambers: 806 W Main Street, Monroe



MONROE THIS WEEK

January 8, 2021 • Volume 7/Edition 1



Thank you for reading Monroe This Week.

This week's edition includes details on Governor Inslee's new phased recovery program, the upcoming deadline for the Parks, Recreation, and Open Space (PROS) Plan survey, business and resident assistance programs enacted in the last two months of 2020, the Monroe School District free meal programs continuing through June 30, and the Snohomish Conservation District's Annual Plant Sale.



Please contact me with any and all feedback regarding the articles below. I can be reached at GThomas@MonroeWA.gov.

Yours in Service,

Mayor Geoffrey Thomas

GOVERNOR ANNOUNCES "HEALTHY WASHINGTON -- ROADMAP TO RECOVERY"

Earlier this week, Governor Jay Inslee announced the "[Healthy Washington -- Roadmap to Recovery](#)". This new phased recovery plan will begin on January



- Decreasing trend, of at least 10%, in two-week rate of COVID-19 cases per 100,000 population.
- Decreasing trend, of at least 10%, in two-week rate of new COVID-19 hospital admission rates per 100,000 population.
- Total ICU occupancy, including both COVID-19 and non-COVID-19 cases, of less than 90%
- COVID-19 test positivity rate of 10% or less.

In order to stay in Phase 2, regions must maintain at least three of the four above benchmarks, with the first two benchmarks considered met if the cases and hospital admission rates remain flat from the time of advancement. Metrics for each region will be updated each Friday, and any change in phase will occur the following Monday. Metrics for advancement to Phases 3 and 4 will be announced on Monday, January 11.

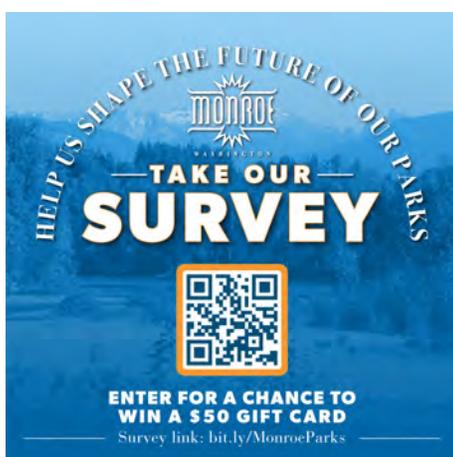
DEADLINE FOR PARKS, RECREATION, AND OPEN SPACE (PROS) PLAN SURVEY NEXT WEEK

As I shared last month in [Monroe This Week](#), the City is preparing an update to our long-range plan for our community's park, recreation, and open space system. We would like your help determining what types of park facilities and programs are needed to meet the recreation needs of our growing community.

Please take the short Parks, Recreation, and Open Space (PROS) Plan survey by January 15, and encourage your friends and neighbors to do so as well. By completing the entire survey, residents are eligible to be entered in a prize drawing for one of two \$50 gift cards. Further details and the survey are available in [English](#) and [Spanish](#).

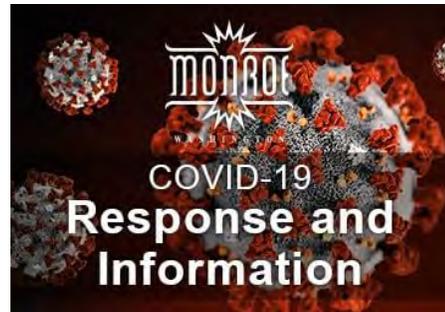
At the end of the survey, we'll connect you to additional information about the PROS Plan, and share ways you can continue to be involved in the planning process. We believe resident involvement during this long-range plan update process will benefit from widescale participation, and the outcome has the potential to positively impact our schools, families, and businesses. Your contribution will help shape the future of your parks!

Thank you in advance for your support!



OVER \$260,000 DISTRIBUTED IN LAST TWO MONTHS OF 2020 TO ASSIST RESIDENTS AND BUSINESSES

Last year the City announced partnerships with [Take the Next Step](#) and the [Monroe Chamber of Commerce](#) to provide residents and businesses with rental and mortgage assistance. The City allocated \$72,000 in CARES Act funds to the resident assistance program. Take the Next Step received and reviewed all program applications, and worked directly with applicants to verify eligibility. Through the diligent work of Take the Next Step's team, the impact of this program was felt by many in our community:



- \$72,530.52 disbursed in rental assistance (Take the Next Step covered the last \$530.52)
 - 94 months of rent were paid
 - 2.7 months average
 - \$2,071 average assistance
- 35 families, representing 116 individuals, remain safely in their homes

Additionally, the Monroe Chamber of Commerce partnered with the City to distribute to Monroe businesses: \$44,000 of City CARES Act funds in rental and mortgage assistance; \$40,000 of City CARES Act funds in a 3rd Round of the Small Business Relief Grant; and \$112,696 of Snohomish County CARES Act funds in additional business grants (more on this program in the next article below). Due to the Chamber's efforts, grants of between \$1,500 and \$5,000 were awarded to 12 local businesses from City CARES Act funds.

I extend my sincere thanks to Take the Next Step's Co-Executive Directors Laron Olson and Sarah Lunstrum, to Monroe Chamber of Commerce Executive Director Janelle Drews, and to their respective teams. These programs were made possible due to these partnerships and the many hours of work dedicated to them by these agencies.

COUNTY DEDICATES OVER \$110,000 TO SUPPORT MONROE BUSINESS COMMUNITY

Late last year, Snohomish County dedicated a portion of its CARES Act funds to local cities, to supplement business grant programs. Approximately \$2.5 million was allocated to cities on a per capita basis, with \$112,696 awarded to the City of Monroe. With these funds, grants of up to \$5,000 were made available to businesses that had not received a prior County grant. Businesses that had received a prior City grant were eligible for grants of up to the amount unfunded in the previous award; for example, a recipient of a prior City grant of \$3,000 was eligible for up to \$2,000 under the County guidelines.



Due to the efforts of Snohomish County, City staff, and the Monroe Chamber of Commerce, grants of between \$1,000 and \$5,000 were awarded to 28 Monroe businesses.

I extend my sincere thanks to the Snohomish County Council for allocating these funds to Monroe, to County Executive Dave Somers and his staff for administering the program, and to Monroe Chamber of Commerce Executive Director Janelle Drews for her partnership with the City to ensure these funds were distributed.

SCHOOL DISTRICT FREE MEAL PROGRAM CONTINUES THROUGH JUNE 30



[here.](#)

If you can't make it to the daily lunch pick-ups, the School District also has a 5-Day Meal Kit option. Families that would like to participate in the Meal Kit Program can submit an [online form](#) (one per family). Meal kits are available by pre-order only; the order form opens at 6:00 p.m. each Wednesday for the following week, and closes each Friday at 8:00 a.m. Online ordering helps the District's food service team plan and prepare enough meal kits. Program participants will receive a reminder email (and text message, if opting-in to receive district text messages) on the day they signed up for pick-up.

Learn more about these free meal programs [here](#).

ANNUAL PLANT SALE NOW OPEN

The [Snohomish Conservation District's](#) Annual Plant Sale is now open. This year's sale is a preorder and drive-through pick-up event only. Preorders are now open and will close on February 10; pick-up dates are Saturday and Sunday, February 27 and 28, from 9:00 a.m. to 4:00 p.m. at the Evergreen State Fair Park. All of the 75 species of available native plants can be found on the Plant Sale [website](#). Questions can be directed to scdplantsale@snohomishcd.org or (425) 335-5634.



UPCOMING CITY COUNCIL MEETING SCHEDULE

The City Council will meet in a Regular Business Meeting on Tuesday, January 12, 2021. The meeting will be held via the Zoom remote meeting platform and participation information will be posted with the January 12 agenda, which can be accessed by clicking the button below.

[Council Agendas/Minutes](#)

CITY COUNCIL MEMBERS



Councilmember
Patsy Cudaback



Councilmember
Kevin Hanford



Councilmember
Ed Davis



Councilmember
Jason Gamble



Councilmember
Jeff Rasmussen



Councilmember
Kirk Scarboro



Councilmember
Heather Rousey

Have a question for your Councilmembers?
Contact them at councilmembers@monroewa.gov



City of Monroe | (360) 794-7400 | 806 West Main Street, Monroe, WA 98272

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