

CITY COUNCIL AGENDA

15728 Main Street, Mill Creek, WA 98012 (425) 745-1891



Pam Pruitt, Mayor • Brian Holtzclaw, Mayor Pro Tem
Mark Bond • Mike Todd • Vince Cavaleri • Jared Mead • John Steckler

Regular meetings of the Mill Creek City Council shall be held on the first, second and fourth Tuesdays of each month commencing at 6:00 p.m. in the Mill Creek Council Chambers located at 15728 Main Street, Mill Creek, Washington. Your participation and interest in these meetings are encouraged and very much appreciated. We are trying to make our public meetings accessible to all members of the public. If you require special accommodations, please call the office of the Acting City Clerk at (425) 921-5725 three days prior to the meeting.

The City Council may consider and act on any matter called to its attention at such meetings, whether or not specified on the agenda for said meeting. Participation by members of the audience will be allowed as set forth on the meeting agenda or as determined by the Mayor or the City Council.

To comment on subjects listed on or not on the agenda, ask to be recognized during the Audience Communication portion of the agenda. Please stand at the podium and state your name and address for the official record. Please limit your comments to the specific item under discussion. Time limitations shall be at the discretion of the Mayor or City Council.

Study sessions of the Mill Creek City Council may be held as part of any regular or special meeting. Study sessions are informal, and are typically used by the City Council to receive reports and presentations, review and evaluate complex matters, and/or engage in preliminary analysis of City issues or City Council business.

Next Ordinance No. 2018-829
Next Resolution No. 2018-573

June 19, 2018
City Council Meeting
6:00 PM

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

AUDIENCE COMMUNICATION

- A. Public comment on items on or not on the agenda

PRESENTATIONS

- B. Park Mitigation Fund Analysis
(*Peggy Lauerman, Director of Finance*)

NEW BUSINESS

- C. Mill Creek Sports Park Turf & Light Replacement Project - Design Services
(*Gina Hortillosa, Director of Public Works & Development Services*)
- D. Seattle Hill Road Preservation Project - Design Services

(Gina Hortillosa, Director of Public Works & Development Services)

CONSENT AGENDA

- E. Approval of Checks #58649 through #58725 and ACH Wire Transfers in the Amount of \$167,598.55
(Audit Committee: Councilmember Bond and Councilmember Todd)
- F. Payroll and Benefit ACH Payments in the Amount of \$503,084.19
(Audit Committee: Councilmember Bond and Councilmember Todd)

REPORTS

- G. Mayor/Council
- H. City Manager
 - Parks & Recreation Board Meeting Minutes of April 4, 2018
 - Council Planning Schedule

AUDIENCE COMMUNICATION

- I. Public comment on items on or not on the agenda

RECESS TO EXECUTIVE SESSION

(Confidential Session of the Council)

- J.
 - Discuss potential litigation pursuant to RCW 42.30.110(1)(i)
 - Review the performance of a public employee pursuant to RCW 42.30.110(1)(g)

Action may or may not be taken.

ADJOURNMENT



Agenda Item # B
 Meeting Date: **June 19, 2018**

CITY COUNCIL AGENDA SUMMARY
 City of Mill Creek, Washington

AGENDA ITEM: MILL CREEK SPORTS PARK TURF & LIGHT REPLACEMENT PROJECT – DESIGN SERVICES

PROPOSED MOTION:

Motion to authorize the City Manager to execute a contract with Bruce Dees & Associates for design services for the Mill Creek Sports Park Turf & Light Replacement Project in an amount not to exceed \$61,637.75.

KEY FACTS AND INFORMATION SUMMARY:

Mill Creek Sports Park has been the City of Mill Creek’s most popular recreational facility since it was opened in 2004. The park serves approximately 3,825 youth annually. The field is rented an average of 2,661 hours over the course of 330 days by local youth sports organizations. It serves as the only all-weather turf baseball and soccer field in the City.

The average recommended life span of field turf is eight to ten years. The field is going on thirteen years of continual use and has become a safety concern due to seam tears and loss of granulated rubber cushioning.

The Mill Creek Sports Park Turf and Light Replacement Project will replace the current aging 64,000 square feet field turf, retro-fit and upgrade the existing park lighting system at the field, skate park, and parking lot. The new light emitting diode (LED) lighting system will also include a new control system. The City will be adding a 48 inch Americans with Disabilities (ADA) compliant gate that will serve as a primary entrance off the main parking lot. Lastly a new plaque will be installed to acknowledge funding partners. Excluded from the scope of this project are replacement of public announcement system, score board and aging fencing.

In preparation for engineering design, staff reviewed consultants summary of qualifications from the Municipal Research Service Center (MRSC) list and selected three qualified consultants. In March of 2018 staff interviewed the two interested engineering consultants and Bruce Dees and Associates (BDA) was subsequently selected. BDA is a Pacific Northwest design firm recognized for outstanding landscape architecture and sports field turf design. BDA’s scope of work and fee for the Mill Creek Sports Park Project design services is included as Attachment A. Total project cost is estimated at \$860,963 (Table 1). The City’s current 2017-2018 Biennial Budget lists \$775,000 for the total project budget.

Table 1. Estimated Total Project Cost

Project Phase	Estimated Cost
Design	\$61,638
Construction (includes 10% contingency)	\$780,914
Construction Management & Inspection (TBD)	\$30,000
Total	\$872,552

Funding

In 2016, the City submitted a grant application to the Washington State Recreation and Conservation Office (RCO). In 2017, the City received notification from the RCO that the Mill Creek Sports Park Turf and Light Replacement Project received \$250,000 in grant funding to be used towards design and construction costs. These funds need to be spent by June 30 2019.

In November of 2017, the City signed an Interlocal Agreement with Snohomish County obligating up to \$100,000 in REET 2 funds to be used towards the project’s construction costs. The additional \$522,552 of project funding will come from the City’s Community Park Fund balance.

After project completion, the City could apply for a rebate from Snohomish County PUD for updating the field lighting to LED.

Table 2. Project Funding Sources

Funding Source	Funding Amount	Status
RCO	\$250,000	Pending signature
Snohomish County	\$100,000	Executed March 2018
City Local Funds	\$522,552	Community Park Fund
Total	\$872,552	

Table 3. Project Tentative Key Milestones

Timeline	Project Milestones
June 2018	Start Design
August 2018	Complete Design
August 2018	Advertise for Construction
October/November 2018	Construction complete. Open to public

CITY MANAGER RECOMMENDATION:

The City Manager recommends that City Council authorize the City Manager to execute a contract with Bruce Dees & Associates for design services for the Mill Creek Sports Park Turf & Light Replacement Project in an amount not to exceed \$61,637.75.

ATTACHMENTS:

- Attachment A: Contract 2018-xxxx Professional Services –Bruce Dees & Associates.

Respectfully Submitted:

Rebecca C. Polizzotto
City Manager

CONTRACT 2018

**CITY OF MILL CREEK
CONTRACT FOR PROFESSIONAL SERVICES
[ARCHITECT-ENGINEER SERVICES]**

1. Parties

1.1 THIS AGREEMENT is made and entered into by and between the City of Mill Creek, 15728 Main Street, Mill Creek, Washington, 98012, a Washington municipal corporation (the "City") and Bruce Dees & Associates, an LLC organized under the laws of the state of Washington, located and doing business at 222 E 26th Street Suite 202, Tacoma Washington, 98421 ("Consultant") (collectively at times referred to as "Parties"), and shall be effective upon the authorized signatures of both Parties to this Agreement ("Effective Date").

2. Recitals

2.1 The City desires to retain the Consultant to perform certain professional design services related to the Mill Creek Sports Park Field Improvements (the "Project").

2.2 The City solicited for professional services as required by law, including RCW Chapter 39.80.

2.3 The Consultant represents it is available and able to provide qualified personnel and facilities necessary to accomplish the work and services contemplated herein within the required time and in accordance with the City's requirements and professional standards.

In consideration of the mutual benefits and promises of this Agreement, the Parties enter into this Agreement on the terms and conditions set forth herein.

3. Scope of Work

3.1 The City hereby retains the Consultant upon the terms and conditions contained herein to perform certain work and services on the Project. The work and services for the Project to be performed by the Consultant are set forth in the Scope of Work, **Exhibit A**, attached hereto and incorporated herein by this reference (the "Work").

3.2 The City has relied upon the qualifications of the Consultant in entering into this Agreement. By execution of the Agreement, Consultant represents it possesses the ability, skill, and resources necessary to perform the Work and is familiar with all applicable current laws, rules, and regulations that reasonably relate to the Work.

3.3 It shall be the responsibility of the Consultant to gather and become familiar with all site information, including existing improvements, before starting and during completion of the Work. The City may make available to the Consultant copies of as-built plans, drawings, survey notes, studies, soil reports, maintenance and performance

records, and other relevant data, and property descriptions of various City facilities related to the Project, if any, which are readily available and on file at the City. If provided, these documents are solely for additional information to the Consultant and do not relieve the Consultant of its duties and obligations under this Agreement nor do they constitute any representation or warranty by the City as to conditions or other matters related to the Project.

3.4 Consultant shall take all precautions reasonably necessary to perform the Work and shall be responsible for the safety of its employees, agents and subconsultants in the performance of the Work.

3.5 Even though Consultant is an independent contractor with the authority to control and direct the performance and details of the Work, the Work must meet the approval of the City and shall be subject to the City's general right of inspection and supervision to secure the satisfactory completion of this Agreement.

4. Period of Performance

4.1 Completion Date. Consultant shall commence the Work upon the City's issuance of the notice to proceed and shall complete all Work no later than December 31, 2018 ("Completion Date"), unless extended or terminated earlier by the City pursuant to the terms and conditions of this Agreement. The "Period of Performance" is the period of time between the Effective Date and the Completion Date.

4.2 Project Schedule. The general Project Schedule is set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. Time is of the essence for the Project.

4.3 Time Extensions. The Total Price, Period of Performance, and task budgets shall not be increased because of any unwarranted delays or costs attributable to the Consultant. In the event of a delay not attributable to the Consultant that could not be reasonably anticipated and results in an increase in costs to perform the Work, the City may at its discretion, through the execution of an amendment, increase the Total Price, Period of Performance, and/or task budget.

5. Administration and Supervision

5.1 City. The City Engineer or its designee (who shall be designated in writing by the City) shall perform day-to-day management of this Agreement. Unless otherwise indicated in writing by the City Manager or its designee, the City Engineer will issue notices to proceed, approve all requests for payment, authorize termination or modification of tasks, and approve in writing changes to the task budgets outlined in the Cost Summary, **Exhibit C**, attached hereto and incorporated herein by this reference, provided that such changes do not impact the Total Price or the Period of Performance. The City Engineer will also be responsible for determining when the Consultant has satisfactorily performed all Work and for ensuring that the Consultant complies with all provisions of this Agreement.

5.2 Consultant. The Consultant represents that it has, or will obtain, all personnel necessary to perform the Work and that such personnel shall be qualified, experienced, and licensed as may be necessary or required by laws and regulations to perform the Work. All services required under this Agreement shall be performed by the Consultant, its employees, or by subconsultants whose selection has been authorized by the City; provided that the City's authorization shall not relieve the Consultant or its subconsultants from any duties or obligations under this Agreement or at law to perform the Work in a satisfactory and competent manner. Consultant shall ensure that all contractual duties, requirements and obligations that the Consultant owes to the City shall also be owed to the City by the Consultant's subconsultants retained to perform the Work.

5.2.1 Authorized Subconsultants. The Agreement shall identify in the Key Subconsultant List, **Exhibit D**, attached hereto and incorporated herein by this reference, the subconsultants that are authorized to perform Work under this Agreement, or shall state that there are no subconsultants.

5.2.2 Process for Adding or Removing Key Subconsultants

5.2.2.1 If during the term of this Agreement, the Consultant wishes to add or remove a key subconsultant as identified in the Key Subconsultant List, the Consultant shall provide the City Engineer with a written request identifying the proposed change and obtain written authorization by the City.

5.2.2.2 The City has sole discretion to approve or reject a proposed change in a key subconsultant. Before any key subconsultant not already identified in the Agreement can perform any Work, the Consultant must obtain written authorization from the City.

5.2.3 Process for Adding or Removing Key Personnel

5.2.3.1 If during the term of this Agreement, the Consultant wishes to add or remove key personnel as identified in the Key Personnel List, **Exhibit E**, attached hereto and incorporated herein by this reference, the Consultant shall provide the City Engineer with a written request identifying the proposed change and obtain written authorization by the City.

5.2.3.2 The City has sole discretion to approve or reject a proposed change in any key personnel. Before any key personnel not already identified in the Agreement can perform any Work, the Consultant must obtain written authorization from the City.

5.2.3.3 If a change is made substituting or changing assigned key personnel or subconsultants, the Consultant shall pay any and all costs associated therewith, including "Transfer of Knowledge and Information." Transfer of Knowledge and Information shall include all time, labor hours, and costs for reviewing Project documentation, participating in meetings with Project personnel, and participating in site visits to familiarize the person or subconsultant with the Project, the Work, and the Project location(s).

5.2.4 City May Request Removal of Subconsultant or Personnel. The Consultant shall remove from the Project any personnel or subconsultant, including key personnel or key subconsultants if, after the matter has been duly considered by the City and the Consultant, the City considers such removal appropriate or necessary and in the best interests of the Project and so advises the Consultant in writing.

5.3 Nondiscrimination. In all hiring or employment decisions arising from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status, sexual orientation, political ideology, veteran or military status, genetic information, family medical history, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to, but not be limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement because of any of the protected characteristics identified above.

6. Changes in Work

6.1 The City may at any time direct the Consultant to make additions within the general scope of the Work, delete portions of the Project, or revise portions of the Work. Any direction from the City that results in an increase or decrease in the Scope of Work or Project Schedule, changes the Total Price or Period of Performance, or changes affecting the Scope of Work and Total Price for the Project shall be made only by an amendment to this Agreement prior to the work being performed. Subject to Section 6.2 below, the City Manager is the only authorized City representative who may sign such amendments.

6.2 Changes described in Section 6.1 above may be made in writing by the City Engineer if such changes individually, and cumulatively as to all such changes for the Project, do not increase the Total Price specified in Section 10.1.

6.3 In the event the Consultant identifies something that may materially impact the Scope of Work, Project Schedule, and/or Total Price, Consultant shall immediately inform the City Engineer.

7. Responsibility of the Consultant

7.1 Standard of Care

7.1.1 The Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and coordination of the Work and all plans, designs, drawings, specifications, reports, and other services prepared or performed pursuant to this Agreement. The Consultant shall perform the Work and complete the Project so that it conforms to the highest professional standards. The Consultant shall be responsible for the professional standards, performance, and actions of all persons and firms performing the Work. The Consultant shall, without additional compensation, correct or revise any errors, omissions, or specific breaches of a contractual obligation in the Work or

any plans, designs, drawings, specifications, reports, and other services performed under this Agreement.

7.1.2 The City's acceptance of any portion of the Work, or any plans, drawings, designs, specifications, reports, and other products of the professional services rendered hereunder shall not in any way relieve the Consultant of responsibility for the adequacy and accuracy thereof. The City's review, approval, acceptance of, or payment for all or any of the Work, shall not be construed nor shall it operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

7.1.3 The Consultant shall be knowledgeable and familiar with the current edition of the City's Contract Documents (available from the City), and the current edition of WSDOT Standard Specifications for Roads, Bridges and Municipal Construction. All technical specifications drafted by the Consultant shall be consistent with these documents and shall not create any conflict therewith.

7.1.4 The Consultant shall promptly bring to the City's attention all concerns that the Consultant has regarding the Work, design or any finding, conclusions, or final decisions made by the City. The Consultant shall, at the City's request, provide the City with a written evaluation of its concerns, along with proposed solutions to any identified problems.

7.2 Maintenance of Project Documentation

7.2.1 Upon request by the City Engineer, the Consultant shall provide the City with access to all documents and correspondence, including e-mail communications, memoranda, computer files, and all other materials prepared or used in performance of the Work.

7.2.2 The Consultant acknowledges that information and documentation submitted to the City will in all likelihood be considered a public record in accordance with the Revised Code of Washington and may not be exempt from disclosure under the Washington State Public Records Act.

7.2.3 The Consultant acknowledges that unauthorized disclosure of information or documentation concerning this Project may cause substantial economic loss or harm to the City. Except as otherwise required by court order or subpoena, the Consultant shall not without prior written authorization by the City Engineer allow the release, dissemination, distribution, sharing, copying, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Agreement.

8. Commencement and Monthly Reports

8.1 Notice to Proceed. After execution of this Agreement by the City and the Consultant, the City will issue a written notice to proceed on the Project and may issue written notice(s) to proceed on specific tasks thereof if necessary to produce specified work

products. Upon receipt of a notice to proceed, the Consultant shall promptly commence work.

8.2 Monthly Reports. Unless otherwise stated in the Scope of Work, the Consultant shall submit to the City Engineer with each invoice a monthly report in a format approved by the City Engineer sufficient to show the activities completed and the Project progress as measured against the Project Schedule and Cost Summary. At a minimum the monthly report shall identify work completed, costs incurred, budget status (budget vs. estimated balance to complete), amendments, project schedule, any variance between planned vs. actual Project performance, all issues that may result in completion of any task beyond the established schedule or task budget, and all issues that may result in an increase in Total Price.

9. Compensation

9.1 The City will pay the Consultant for authorized and satisfactorily completed Work in accordance with the terms of this Agreement. Consultant shall be paid on the basis of time actually expended and out-of-pocket expenses in accordance with the work hours and the rate(s) and for all supervision, labor, supplies, materials, equipment or use thereof, taxes, and for all other necessary incidentals all as specified in the Cost Summary. In no event, however, shall the total cumulative payment(s) paid by the City exceed the sum of sixty one thousand six hundred and thirty seven dollars and seventy five cents (\$61,637.75), including applicable state taxes ("Total Price"). The Total Price is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed amendment.

9.2 Invoice Process. The Consultant shall submit to the City Engineer an invoice for payment for Work once per month. The invoice shall identify the Work completed since the previous invoice, and shall be computed pursuant to this Agreement. The invoice may be combined with the monthly report specified in Section 9.2.

9.2.1 Invoice Details. Invoices shall detail the Work by task, hours, and employee name and level for which payment is being requested; include copies of all invoices from authorized subconsultants and suppliers for which payment is being requested; and shall itemize, and include copies of, receipts and invoices for all other direct costs.

9.2.2 Maximum Amount. At no time shall the total cumulative amounts paid for the Work (calculated as a percentage of the Total Price) exceed the Total Price or the amount that would be due based on the percentage of the Work satisfactorily completed as determined by the City.

9.2.3 Payment. Upon acceptance by the City of the invoiced Work, which acceptance shall not be unreasonably withheld, Consultant shall be compensated in accordance with the City's usual procedures. In the event of a disputed invoice, the City may pay the undisputed amounts and withhold from payment the disputed portion of the invoice.

9.3 Final Payment. Final payment to the Consultant for the Work will be made in accordance with the City's usual procedures after all of the following are verified by the City Engineer:

9.3.1 Satisfactory completion of all of the Work;

9.3.2 Receipt by the City of the plans, studies, surveys, photographs, maps, calculations, notes, reports, warranties and all other documents and/or deliverables which are required to be prepared and submitted by the Consultant;

9.3.3 Delivery of all equipment and/or materials purchased specifically for the Project where the City has reimbursed the Consultant for such costs.

9.4 Release. Acceptance of any payment by Consultant shall constitute a release of all payment claims against City arising under this Agreement as to such portion of the Services. No payment to the Consultant, whether periodic or final, shall constitute a waiver or release by the City of any claim, right or remedy it may have against the Consultant regarding performance of the Work as required by this Agreement.

10. Termination of Agreement

10.1 Termination for Default

10.1.1 The City may terminate this Agreement, in whole or in part and at any time, in writing if the Consultant substantially fails to fulfill any or all of its material obligations under this Agreement through no fault of the City.

10.1.2 If the City terminates all or part of this Agreement for default, the City shall determine the amount of work satisfactorily performed to the date of termination and the amount owing to the Consultant using the criteria set forth below; provided, that (a) no amount shall be allowed for anticipated profit on unperformed Work and (b) any payment due to the Consultant at the time of termination may be adjusted to the extent of any additional costs the City incurs or will incur because of the Consultant's default. In such event, the City shall consider the actual costs incurred by the Consultant in performing the Work to the date of termination, the amount of Work originally required which was satisfactorily completed to the date of termination, whether that Work is in a form or of a type which is usable and suitable to the City at the date of termination, the cost to the City of completing the Work itself or of employing another firm to complete it and the inconvenience and time which may be required to do so, and other factors which affect the value to the City of the Work performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Total Price set forth in this Agreement. This provision shall not preclude the City from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

10.1.3 If a termination for default by the City is ultimately determined to be wrongful, it shall be deemed a termination for convenience, and not a breach of this Agreement.

10.2 Termination for Convenience

10.2.1 The City may terminate this Agreement, in whole or in part and at any time, in writing for the convenience of the City.

10.2.2 If the City terminates this Contract for convenience, the City shall pay the Consultant the amount otherwise due in accordance with this Agreement for services satisfactorily performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Total Price set forth in this Agreement.

10.3 Consultants Duties Upon Termination

10.3.1 Upon receipt of a termination notice, whether by default or for convenience, the Consultant shall at no additional cost to the City:

10.3.1.1 Promptly discontinue all Work affected (unless the notice directs otherwise);

10.3.1.2 Terminate all contracts with subconsultants to the extent they relate to the Work terminated; and

10.3.1.3 No later than fourteen (14) calendar days after receipt of termination, promptly deliver or otherwise make available to the City all data, drawings, electronic drawing files, specifications, calculations, reports, estimates, summaries, and other Project documentation, such other information and materials as the Consultant or subconsultants may have accumulated in performing this Agreement, whether completed or in progress and all equipment/materials purchased specifically for the Project where the City has paid the Consultant for such items.

10.3.1.4 Take any action necessary, or that the City may reasonably direct, for the protection and preservation of property or Work related to this Agreement that is in the possession of the Consultant and in which the City has or may acquire an interest.

11. Ownership and Use of Documents

11.1 All documents, drawings, specifications, designs, computer programs, software, reports and other work product (collectively referred to as "Work Product") developed or produced by Consultant for the City in connection with the Work rendered under this Agreement shall be owned by the City. Consultant shall provide such Work Product to the City on a data disk compatible with the City's computer equipment and programs. As between the Consultant and the City, the Work Product shall be works made for hire under all applicable copyright law and the City shall own any and all copyrights to such Work Product. Consultant agrees to transfer and assign all ownership rights and copyrights to such Work Product to the City to give effect to this Section. Consultant further waives any and all moral rights (including rights of integrity and attribution) in and to the Work Product. Re-use of any Work Product by the City for other than the Project that is the subject of this Agreement or modification in use by the City of any of the Work Product without the Consultant's prior written approval shall be at the City's sole risk.

11.2 To the extent it is determined any other records held by the Consultant relating to the Services are subject to the Washington Public Records Act (RCW 42.56), the Consultant shall promptly deliver such records to the City for purpose of responding to a public records request. This section shall survive termination of this agreement.

12. Third-Party Claims and Disputes

12.1 At the City's request, Consultant will assist the City in review and evaluation of claims and disputes, preparing information for the City's legal counsel, providing services as witness in litigation or arbitration to which the City is a party, and providing other services in connection with actual or potential claims or disputes arising out of the Work, regardless of whether or not consultant is named in such legal action. The Parties shall cooperate to agree on the compensation for such services. If Consultant is determined to be responsible for the claim, dispute or litigation due to its act, omission, negligence or breach of this Agreement, it shall remit back to the City the amounts paid under this Section to the extent of such act, omission, negligence or breach.

13. Audit and Access to Records

13.1 The Consultant, including its subconsultants, shall maintain books, records, documents, and other evidence directly pertinent to performance of the Work in accordance with generally accepted accounting principles and practices consistently applied. The City, or any of its duly authorized representatives, shall, for the purpose of audit and examination, have access to and be permitted to inspect such books, records, documents, and other evidence for inspection, audit, and copying for a period of six years after completion of the Project. The City shall also have access to such books, overhead data, records and documents during the performance of the Work if deemed necessary by the City to verify work performed and invoices, to assist in negotiations for amendments to the Agreement or modifications to tasks, and to resolve claims and disputes.

13.2 Audits conducted under this Section shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or auditing agency.

13.3 Consultant shall provide the City, six years after completion of the Project, all original books, records, documents, and other evidence directly pertinent to performance of the Work.

14. Legal Relations

14.1 The Consultant shall comply, and shall ensure its subconsultants comply, with all the terms of this Agreement and the City resolutions and federal, state and local laws, regulations and ordinances applicable to the Work to be performed under this Agreement.

14.2 In performing the Work, the Consultant and its subconsultants, employees, agents and representatives shall be acting as independent contractors and shall not be deemed

or construed to be employees or agents of the City in any manner whatsoever. The Consultant shall not hold itself out as, nor claim to be, an officer or employee of the City by reason hereof and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the City. The Consultant shall be solely responsible for any claims/costs and/or losses arising from the Consultant's failure to pay wages, compensation, benefits, or taxes and/or pay for services, supplies, and/or materials provided by Consultant employees, agents and representatives, including subconsultants, and will protect, defend, indemnify and hold the City harmless therefrom.

14.3 The City's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law. The City may exercise such rights and remedies in any order and at any time as it determines necessary or appropriate.

15. Indemnification and Insurance

15.1 Indemnification.

15.1.1 Consultant shall indemnify, defend and hold harmless the City, its officers, officials, employees, and volunteers ("Indemnified Parties") from and against all claims, damages, losses, and expenses, asserted against one or more Indemnified Parties arising out of or resulting from the Consultant's performance of the Work or any obligation under this Agreement, to the extent caused by the negligent acts or omissions of the Consultant, its subconsultants, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable ("Indemnified Claim"), regardless of whether or not such claim, damage, loss or expense is caused in part by the Indemnified Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. Where an Indemnified Claim is caused by or results from the concurrent negligence of the Indemnified Parties and the Consultant, the Consultant's duty to indemnify and defend the Indemnified Parties as provided for herein shall apply only to the extent of the negligence of the Consultant or its subcontractors, consultants or other parties for whom the Consultant is responsible.

15.1.2 Consultant's obligations under this Section include, but are not limited to, all claims against the Indemnified Parties by an employee or former employee of the Consultant or any of its subcontractors. For this purpose, the Consultant expressly waives, as respects to the Indemnified Parties only, all immunity and limitation on liability under any Industrial Insurance Act, including Title 51 RCW, or other worker's compensation act, disability act, or other employee benefit act of any jurisdiction, which would otherwise be applicable in the case of such a claim.

BY SIGNING THE AGREEMENT THE OWNER AND CONSULTANT CERTIFY THE WAIVER OF IMMUNITY SPECIFIED BY THIS PROVISION WAS MUTUALLY NEGOTIATED.

15.1.3 Consultant's obligations under this Section shall survive expiration or termination of the Agreement. In the event of litigation between the parties to enforce the

rights under this Section, reasonable attorney fees and costs shall be awarded to the prevailing party.

15.2 Insurance.

15.2.1 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.

15.2.2 No Limitation. 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 City's recourse to any remedy available at law or in equity.

15.2.3 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. The City shall be named as an additional insured under the Consultant's Automobile Liability insurance policy with respect to the work performed for the City.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, 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.
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.

15.2.4 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.

15.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. In the event that such endorsement cannot be obtained from Consultant's insurance carrier, Consultant shall be responsible for providing notice in accordance with the terms of this provision.

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

15.2.7 Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work, which is attached and incorporated by this reference as **Exhibit F**.

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

16. Disputes and Remedies

16.1 Choice of Law. This Agreement and all provisions hereof shall be interpreted in accordance with the laws of the state of Washington in effect on the Effective Date.

16.2 City Manager Review. All claims, counter-claims, disputes, and other matters in question between the City and the Consultant arising out of or relating to this Agreement shall be referred to the City Manager or a designee for determination, together with all facts, data, contentions, and so forth which relate thereto. The City Manager shall make a determination within thirty (30) calendar days of such referral.

16.3 Alternate Dispute Resolution. Should the claim, counter-claims, or disputes not be resolved by the City Manager's decision, the parties shall attempt to resolve the matter through professional mediation, which shall be conducted within thirty (30) calendar days of the City Manager's decision. The cost of mediation shall be shared equally.

16.4 Exhaustion of Administrative Remedies. Referral to and determination by the City Manager or a designee and ADR shall be a condition precedent to the commencement of a civil action to adjudicate such dispute.

16.5 Jurisdiction & Venue. The Superior Court of Snohomish County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement and the laws of the state of Washington shall apply.

17. Notice

17.1 Any notice required to be given under the terms of this Agreement shall be in writing and directed to the party at the address set forth below. Notice shall be considered issued and effective upon receipt thereof by the addressee-party. Facsimile notice shall be considered effective with proof of confirmation that the addressee has received the facsimile. Such proof would be a confirmation sheet evidencing such receipt at the fax number listed below.

City Engineer
City of Mill Creek
15728 Main Street
Mill Creek, Washington 98012
425-745-1891 (p)
425-745-9650 (f)

Bruce Dees & Associates LLC
222 E 26th Street, Suite 202
Tacoma, Washington 98421
(253) 627-7947 (p)
(253) 627-6661 (f)

18. General Terms

18.1 Integration. The written terms and provisions of this Agreement, together with all referenced Exhibits, supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the referenced Exhibits.

18.2 Priority of Documents. In the event that the language and provisions of this Agreement are contrary to or conflict with any language or provisions set forth in any

exhibit to this Agreement, the language and provisions of this Agreement shall control, and the contrary or conflicting language or provisions of the exhibit(s) shall be disregarded and shall be considered void. Consultant's standard terms and conditions, whether printed on, attached to, or otherwise incorporated into an exhibit or elsewhere, shall not be binding on Owner.

18.3 Assignment. Consultant shall not assign any portion of its duties or obligations under this Agreement without the City's prior written consent. Any assignment of this Agreement by Consultant without the prior written consent of the City shall be void.

18.4 Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of City and Consultant.

18.5 Waiver. A waiver of any breach by either party shall not constitute a waiver of any subsequent breach.

18.6 Exhibits. The Exhibits included in the Agreement are identified below. Any inconsistency or conflict between these Exhibits (all as may be modified by the latest amendment) shall be resolved by giving precedence in the following descending order of importance:

- 18.6.1 Exhibit A, Scope of Work;
- 18.6.2 Exhibit B, Project Schedule;
- 18.6.3 Exhibit C, Cost Summary;
- 18.6.4 Exhibit D, Key Subconsultant List;
- 18.6.5 Exhibit E, Key Personnel List;
- 18.6.6 Exhibit F, Insurance

18.7 Authorized Signatures. By their signatures below each party represents that they are fully authorized to sign for and on behalf of the named principal above.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized officers or representatives as of the day and year written below.

CITY OF MILL CREEK

**BRUCE DEES & ASSOCIATES
LLC**

Rebecca Polizzotto, City Manager


Name

Date: _____

Date: MAY. 7, 2018

ATTEST:

Gina Pfister, Acting City Clerk

APPROVED AS TO FORM:

Scott Missall, City Attorney

EXHIBIT 'A'
CITY OF MILL CREEK
MILL CREEK SPORTS PARK FIELD IMPROVEMENTS
April 11, 2018
Revised April 20, 2018
Revised May 1, 2018

Description

The City of Mill Creek (Client) intends to replace the existing synthetic turf field and convert the existing lighting to LED lighting at Mill Creek Sports Park. Bruce Dees & Associates (BDA) will provide professional services for preparation of contract drawing and specifications and estimated probable cost of construction and bidding phase. Work performed by subconsultants is as follows:

Stantec Inc – Floodlighting and Electrical Engineering

All final drawings will be produced on AutoCAD. Coordination of all drawings and contract documents will be by Bruce Dees & Associates, LLC.

Program

Program elements to be designed include:

1. Replacement of synthetic turf.
2. Replace the existing floodlighting with LED floodlighting.
3. Design and install a 48 inch ADA gate into the existing field fencing that will serve as a primary entrance off the main parking lot.
4. Design and install a new Plaque.
5. Coordinate RCO grant requirements into the design bid documents.

Scope of Work

I. SCHEMATIC DESIGN

The specific scope of work is as follows:

Background Data Collection:

1. Review the goals, objectives and program of activities and facilities with the City.
2. Review existing as-built information.
3. Review site conditions.
4. Electrical: design documentation for replacing existing lights with new LED lights on the existing field light poles and parking lot poles. Light will be connected to existing electrical circuits.

Permits:

All permit fees to be paid directly by the Client.

Turf Tour: Conduct a one day tour of existing local turf facilities to review various brands and installations and establish a list of products to include in the contract documents.

Schematic Plan:

1. Develop schematic level plans and details and estimated construction costs to address the program, site constraints, and background information.

Meetings:

- Meet with the client at the end of schematic design for review.

Products:

- 24" x 36" plans and details.
- Estimate of probable construction cost.
- Minutes from all meetings.

II. DESIGN DEVELOPMENT OF THE PROGRAM ELEMENTS

In the Design Development Phase, BDA will finalize the design of the program elements and describe the size and character of the entire project for approval by the Client. Consideration shall be given to availability of materials, equipment and labor, construction sequencing and scheduling, user safety and maintenance requirements. Design Development includes the following:

Disciplines Coordination: Coordination of the work with other involved consultants for the project.

Document Checking: Review and coordination of documents prepared for the project.

Permitting Authority Consulting: Research of critical applicable regulations, applicable laws, statutes, regulations, and codes.

Site and Lighting Design: Continued development and expansion of Schematic Design Documents to establish the final scope, relationships, forms, size, and appearance of the project through plans, sections and elevations, typical construction details, materials selections, and equipment layouts.

Cost Estimating: Development of a probable construction cost. Costs shall reflect the level of design elements presented in the Design Development documents, plus appropriate design contingencies to encompass unidentified scope ultimately included in the program. Analyze scope, schedule and budget options.

Meetings:

- Client reviews at 60% and 100%.

Products:

- Design Development drawings.
- Catalog cut sheets for equipment and written description of materials.
- Design Development cost estimate.
- Minutes from all meetings.

III. CONSTRUCTION DOCUMENTS

Based on the design development decisions, final construction plans will be prepared. Design standards will comply with City of Mill Creek. Construction drawings will be developed as follows:

Construction Documents:

Composite Site Plan: This plan will provide an overall view of the entire project area with specific items required by the Permit highlighted.

Demolition, Clearing, & Grubbing Plans: This plan will show the extent of the demolition and clearing for the site.

Erosion Control Plan: This plan, if required, will show erosion control measures for the site, along with details and notes.

Layout Plan: This plan will be developed at an appropriate scale. It will allow layout of all facilities by coordinate and critical dimensions.

Grading and Drainage: This plan will be developed at an appropriate scale. It will show site grading, including spot elevations, locations of existing catch basins and storm sewer lines, and other buried utilities dashed.

Site Sections and Details: This plan will show cross sections for various site details to include 48" ADA gate and plaque. Details will be referenced from the plans as well as from the details to the plans.

Synthetic Turf Plans and Details: This plan and details will be for replacement of turf.

Electrical: These plans will show complete floodlighting design, including electrical service.

Specifications and Project Manual:

Specifications for the work will be developed in the CSI (Construction Specification Institute) format. The project manual will utilize the Client's boilerplate. The overall estimated cost of construction will be developed at this point and bidding strategy will be developed for the base bid and alternates. The bids will be lump sum with alternates.

Cost Estimate:

A final probable cost of construction will be prepared prior to finalizing a bid proposal format. This estimate will be based on actual quantities and is the basis for establishing the lump sum bid proposal, base bid, and alternates.

Meetings:

- Meet at 60% and 100% of the construction documents phase for review.

Products:

- Full size drawings and specifications for each review.
- Cost estimate at 60% and 100% complete.

IV. BIDDING PHASE

Begin Advertisement:

BDA will assist in writing the advertisement for the bid. The Client will be responsible for advertising costs.

Coordination During Bidding Phase:

1. Answer contractor questions.
2. Conduct an on-site pre-bid conference.
3. Issue addendums if required.

Review Bids and Pre-Construction Coordination:

1. Review all bid proposals.
2. Review contractor qualifications and provide written recommendation award of contract.
3. Conduct a pre-construction conference with the contractor and the Client or as required.

Products:

1. Complete construction documents ready for advertisement, original drawings, and specifications.
2. Final construction cost estimate.

The following work is not included, but may be added by amendment:

V. CONSTRUCTION CONTRACT ADMINISTRATION

Construction Review:

We will provide periodic construction review. It is anticipated that construction will be completed within a 2 month period. Construction review will include:

1. Review for approval or disapproval materials and equipment submittals required by the Contractors.
2. Conduct surveillance of construction to include periodic visits to the site to observe the progress and quality of the work. Owner's representative to attend where feasible.
3. Conduct weekly construction progress meetings. Generate and issue minutes to appropriate parties.
4. Monitor construction progress and quality with decisions relative to contract performance. Document progress with reports as appropriate.
5. Issue instructions for and of the Owner to the Contractor, respond to Contractor RFI's and prepare field directives and change orders, if applicable.
6. Review the Contractor's work and approve or disapprove work in conformance with the contract documents.
7. Keep the Owner advised as to the progress of the work.
8. Review the completed project conformance to the requirements of the contract documents.
9. Process contract payment requests.

VI. PROJECT CLOSE-OUT

Project Close-Out:

1. Conduct a final review and prepare punch list.
2. Conduct a final review of punch list items and recommend acceptance.
3. All project closeout documents such as guarantees and warranties will be assembled in a bound notebook.
4. Conduct a one-year warranty review.

Provided by Client

1. Site Access

Rights-of-entry upon all lands necessary for the performance of the above-described Scope of Services.

2. Geotechnical Investigation

Though not anticipated, if a geotechnical study and any testing that may be required for design or during construction, the Client will amend the contract for Bruce Dees & Associates, LLC to engage a geotechnical consultant to perform the work.

3. Special Inspection/Testing

The Client will obtain and pay for any special inspections for existing or proposed utilities compaction and concrete during construction. The Client will witness any irrigation pressure testing that may be required if the existing irrigation is modified.

4. Survey

The existing topographic mapping and record drawings will be used for schematic design. If it is determined that an updated survey is needed, the Client will provide a field topographic survey of the site. The Client will contract directly with a surveyor for any additional survey that may be required the surveyor.

EXTRA WORK

1. Expanded Scope of Work

If during the course of the project, the Client elects to expand the Scope of Work design fees for the additional work shall be negotiated.

2. Schedule

In the event the schedule is extended by the Client, fees for additional time shall be negotiated.

3. Phased Development

The Scope of Work is based on a single construction phase. In the event the Client elects to divide the project into multiple construction phases or separate construction contracts, the fees for additional work to prepare the additional construction documents, bidding, and construction review shall be increased proportionately.

4. Record Drawings

The contract documents will require the contractor to maintain marked up prints as record drawings. If the client would like those record changes made as electronic changes to the original drawings the fees for the additional time and expenses shall be negotiated.

EXHIBIT 'B'
CITY OF MILL CREEK
MILL CREEK SPORTS PARK FIELD IMPROVEMENTS
May 1, 2018

PROJECT SCHEDULE

	<u>After Notice to Proceed</u>
Schematic Design	2 Weeks
Design Development	4 Weeks
Construction Documents	8 Weeks
Bidding	To be determined by the City

EXHIBIT 'C'
CITY OF MILL CREEK
 Mill Creek Sports Field Improvements
 May 1, 2018

SCOPE OF WORK

The work will entail the following:

ITEM	LA V	LA IV	LA III	LA II	Project Support
I. BACKGROUND / SCHEMATIC					
1. Research Background Information	4			8	
2. Turf Tour	8		8		
3. Develop Schematic Plans	4			24	
4. Develop Schematic Cost Estimate	2			6	1
5. Client Review Meeting	3			3	1
6. Permit Pre-Application Meeting	2			2	
Subtotal	23	0	8	43	2
II. DESIGN DEVELOPMENT					
1. Design Development Plans	4	24		24	
2. Updated Design Development Cost Estimate	2			3	1
3. 60% Documents Provided to Client for Review					
4. Client 100% Review Meeting	3			3	1
Subtotal	9	24	0	30	2
III. CONSTRUCTION DOCUMENTS / PERMITTING					
1. 60% Drafting and Specifications	4	40		16	4
2. Updated Probable Construction Cost	2			2	1
3. Client 60% Review Meeting	3			3	1
4. 100% Drafting and Specifications	4	36		24	4
5. Updated Probable Construction Cost	2			2	1
6. Client 100% Review	3			3	1
7. Permit Application Coordination	4	2		4	1
Subtotal	22	78	0	54	13
IV. BIDDING					
1. Answer Contractor Questions	1			1	
2. Pre-Bid Conference	2			2	
3. Addenda / Review Proposals	1			1	1
Subtotal	4	0	0	4	1
GRAND TOTAL HOURS	58	102	8	131	18

SUMMARY OF COSTS

Labor	Hours	\$/Hour	Total
LA V	58	\$170.00	\$9,860.00
LA IV	102	\$160.00	\$16,320.00
LA III	8	\$145.00	\$1,160.00
LA II	131	\$130.00	\$17,030.00
Project Support	18	\$75.00	\$1,350.00
Labor Subtotal			\$45,720.00

SUMMARY OF COSTS BY PHASE

I. SCHEMATIC	\$10,810.00
II. DESIGN DEVELOPMENT	\$9,420.00
III. CONSTRUCTION DOCUMENTS / PERMITTING	\$24,215.00
IV. BIDDING	\$1,275.00
Subtotal	\$45,720.00
Other Costs	
Printing / Misc	\$80.00
Mileage	\$100.00
	\$180.00

BDA TOTAL

\$45,900.00

SUBCONSULTANTS

Consultant	Fee	BDA Markup	Total
Electrical Engineer - Stantec Inc.	\$10,685.00	15.00%	\$12,287.75
Structural Engineer	\$3,000.00	15.00%	\$3,450.00
Subtotal			\$15,737.75

GRAND TOTAL

\$61,637.75

EXHIBIT 'C'
CITY OF MILL CREEK
Mill Creek Sports Field Improvements

THIS WORK IS NOT INCLUDED, BUT MAY BE ADDED BY AMENDMENT:

ITEM	LA V	LA IV	LA III	LA II	Project Support
V. CONSTRUCTION REVIEW					
1. Weekly Construction Progress Meetings and Meeting Minutes	16			16	8
2. Periodic Monitoring of Work for Conformance with Contract Documents	2			6	
3. Review of Submittals / RFI's / Changes in Work / Field Directives	2			32	12
4. Review of Contractor Progress Payments				1	2
Subtotal	20	0	0	55	22
VI. PROJECT CLOSEOUT					
1. Conduct Final Review and Punchlist	0.5			6	1
2. Review Project Closeout Document for Compliance (Warranties, etc)				1	0.5
3. Conduct Punchlist Backcheck and Recommend Final Acceptance	0.5			4	0.5
Subtotal	1	0	0	11	2
GRAND TOTAL HOURS	21	0	0	66	24

SUMMARY OF COSTS			
Labor	Hours	\$/Hour	Total
LA V	21	\$170.00	\$3,570.00
LA IV	0	\$160.00	\$0.00
LA III	0	\$145.00	\$0.00
LA II	66	\$130.00	\$8,580.00
Project Support	24	\$75.00	\$1,800.00
Labor Subtotal			\$13,950.00

SUMMARY OF COSTS BY PHASE		
V. CONSTRUCTION REVIEW		\$12,200.00
VI. PROJECT CLOSEOUT		\$1,750.00
Subtotal		\$13,950.00
Other Costs		
Printing / Misc		\$100.00
Mileage		\$100.00
		\$200.00
BDA TOTAL		\$14,150.00

SUBCONSULTANTS			
Consultant	Fee	BDA Markup	Total
Electrical Engineer - Stantec Inc.	\$3,705.00	15.00%	\$4,260.75
Subtotal			\$4,260.75
GRAND TOTAL			\$18,410.75

EXHIBIT 'D'
CITY OF MILL CREEK
MILL CREEK SPORTS PARK FIELD IMPROVEMENTS
May 1, 2018

SUBCONSULTANT LIST

Stantec, Inc – Electrical Engineer
Chris Fote

EXHIBIT 'E'
CITY OF MILL CREEK
MILL CREEK SPORTS PARK FIELD IMPROVEMENTS
May 1, 2018

KEY PERSONNEL LIST

Bruce Dees, FASLA Principal-in-Charge
Shawn Jensen, PLA Principal
Rachel Lingard, PLA



BRUCE-4

OP ID: SM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/07/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pilkey-Hopping & Ekberg, Inc. 2102 N. Pearl St., Suite 102 Tacoma, WA 98406-2551 Shawn McClain		253-756-2000 CONTACT NAME: Shawn McClain PHONE (A/C, No, Ext): 253-756-2000 FAX (A/C, No): 253-756-5336 E-MAIL ADDRESS: shawn@pheinsurance.com
INSURED Bruce Dees & Associates Sherryl Sales 222 E. 26th St #202 Tacoma, WA 98421		INSURER(S) AFFORDING COVERAGE INSURER A: Mutual of Enumclaw NAIC # 14761 INSURER B: Travelers Insurance Co 36161 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	CPP0003529	03/17/2018	03/17/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CPP0003529	03/17/2018	03/17/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			STATE MANDATE			<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Property Section			CPP0003529	03/17/2018	03/17/2019	ERISA \$ 400,000
B	PROFESSIONAL			CLAIMS MADE - 3 YR ERP	03/17/2018	03/17/2019	E&O \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Holder shall be named as an additional insured, coverage is primary & non-contributory, waiver of subrogation applicable per policy forms and conditions CG2010 04/13; CG2010 04/13; CG2404 05/09 - Project: Mill Creek Sports Park Field Improvements; A 30 day cancellation provision applies

CERTIFICATE HOLDER City of Mill Creek 15728 Main St Mill Creek, WA 98012	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

ACORD 25 (2016/03)

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Agenda Item # C
 Meeting Date: **June 19, 2018**

CITY COUNCIL AGENDA SUMMARY
 City of Mill Creek, Washington

AGENDA ITEM: SEATTLE HILL ROAD PRESERVATION PROJECT – DESIGN SERVICES

PROPOSED MOTION:

Motion to authorize the City Manager or Mayor to execute a contract with WHPacific Inc. for design services for the Seattle Hill Road Preservation Project in an amount not to exceed \$198,040.

KEY FACTS AND INFORMATION SUMMARY:

The project is located on Mill Creek Road and Seattle Hill Road from Village Green Drive to 35th Ave SE. The project will grind full width two inches and overlay two inches with Hot Mix Asphalt (HMA) for approximately 7,100 foot, along 3-lane arterial with bike lanes, replace median curbs, upgrade sidewalk ramps and traffic signals for American with Disabilities Act (ADA) compliance with current standards.

In preparation for engineering design, staff reviewed consultants Summary of Qualifications from the Municipal Research Service Center (MRSC) list and identified three qualified consultants. In March of 2018 staff interviewed the three engineering consultants. WHPacific Inc. was selected to design the project. WHPacific is an engineering firm with offices in the Puget Sound area since 1988. Their fee for design services is \$198,040.00 which includes a management reserve in the amount of \$18,004 (Attachment A). The management reserve requires City authorization. The design phase is funded with City local funds.

Funding

In April of 2016 staff submitted a construction grant application for the Seattle Hill Road Preservation Project to the Puget Sound Regional Council (PSRC). Subsequently, the City was awarded \$720,000 in the countywide competition. Grant construction funds are scheduled to be obligated in 2019.

The project cost for design and construction is estimated at \$2,028,040 as follows:

Project Phase	Estimated Cost
Design	\$198,040
Construction	\$1,500,000
Construction 10% Contingency	\$150,000
Construction Management & Inspection (estimate)	\$180,000
Total	\$2,028,040

The project funding sources are listed as follows:

Funding Source	Funding Amount	Status
PSRC Federal Funds	\$720,000	Awarded
City Local Funds	\$1,308,040	REET
Total	\$2,028,040	

Key project milestones are as follows:

Timeline	Project Milestones
June 2018	Start Design
December 2018	Complete Design
January 2019	Obligate Construction Funds
February 2019	Advertise for Construction
October/November 2019	Construction completion

CITY MANAGER RECOMMENDATION:

The City Manager recommends that City Council authorize the City Manager or Mayor to execute a contract with WHPacific Inc. for design services for the Seattle Hill Road Preservation Project in an amount not to exceed \$198,040.00.

ATTACHMENTS:

- Attachment A: Contract 2018-xxxx Professional Services –WHPacific, Inc.

Respectfully Submitted:

Rebecca C. Polizzotto
City Manager

**CONTRACT 2018
CITY OF MILL CREEK
CONTRACT FOR PROFESSIONAL SERVICES
[ARCHITECT-ENGINEER SERVICES]**

1. Parties

1.1 THIS AGREEMENT is made and entered into by and between the City of Mill Creek, 15728 Main Street, Mill Creek, Washington, 98012, a Washington municipal corporation (the "City") and WHPacific, Inc], a corporation organized under the laws of the state of Washington, located and doing business at 12100 NE 195th St, Ste 300, Bothell WA 98011 ("Consultant") (collectively at times referred to as "Parties"), and shall be effective upon the authorized signatures of both Parties to this Agreement ("Effective Date").

2. Recitals

2.1 The City desires to retain the Consultant to perform certain professional design services related to the Seattle Hill Road Preservation Project (the "Project").

2.2 The City solicited for professional services as required by law, including RCW Chapter 39.80.

2.3 The Consultant represents it is available and able to provide qualified personnel and facilities necessary to accomplish the work and services contemplated herein within the required time and in accordance with the City's requirements and professional standards.

In consideration of the mutual benefits and promises of this Agreement, the Parties enter into this Agreement on the terms and conditions set forth herein.

3. Scope of Work

3.1 The City hereby retains the Consultant upon the terms and conditions contained herein to perform certain work and services on the Project. The work and services for the Project to be performed by the Consultant are set forth in the Scope of Work, **Exhibit A**, attached hereto and incorporated herein by this reference (the "Work").

3.2 The City has relied upon the qualifications of the Consultant in entering into this Agreement. By execution of the Agreement, Consultant represents it possesses the ability, skill, and resources necessary to perform the Work and is familiar with all applicable current laws, rules, and regulations that reasonably relate to the Work.

3.3 It shall be the responsibility of the Consultant to gather and become familiar with all site information, including existing improvements, before starting and during completion of the Work. The City may make available to the Consultant copies of as-built plans, drawings, survey notes, studies, soil reports, maintenance and performance records, and other relevant data, and property descriptions of various City facilities related to

the Project, if any, which are readily available and on file at the City. If provided, these documents are solely for additional information to the Consultant and do not relieve the Consultant of its duties and obligations under this Agreement nor do they constitute any representation or warranty by the City as to conditions or other matters related to the Project.

3.4 Consultant shall take all precautions reasonably necessary to perform the Work and shall be responsible for the safety of its employees, agents and subconsultants in the performance of the Work.

3.5 Even though Consultant is an independent contractor with the authority to control and direct the performance and details of the Work, the Work must meet the approval of the City and shall be subject to the City's general right of inspection and supervision to secure the satisfactory completion of this Agreement.

4. Period of Performance

4.1 Completion Date. Consultant shall commence the Work upon the City's issuance of the notice to proceed and shall complete all Work no later than March 31, 2019 ("Completion Date"), unless extended or terminated earlier by the City pursuant to the terms and conditions of this Agreement. The "Period of Performance" is the period of time between the Effective Date and the Completion Date.

4.2 Project Schedule. The general Project Schedule is set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. Time is of the essence for the Project.

4.3 Time Extensions. The Total Price, Period of Performance, and task budgets shall not be increased because of any unwarranted delays or costs attributable to the Consultant. In the event of a delay not attributable to the Consultant that could not be reasonably anticipated and results in an increase in costs to perform the Work, the City may at its discretion, through the execution of an amendment, increase the Total Price, Period of Performance, and/or task budget.

5. Administration and Supervision

5.1 City. The City Engineer or its designee (who shall be designated in writing by the City) shall perform day-to-day management of this Agreement. Unless otherwise indicated in writing by the City Manager or its designee, the City Engineer will issue notices to proceed, approve all requests for payment, authorize termination or modification of tasks, and approve in writing changes to the task budgets outlined in the Cost Summary, **Exhibit C**, attached hereto and incorporated herein by this reference, provided that such changes do not impact the Total Price or the Period of Performance. The City Engineer will also be responsible for determining when the Consultant has satisfactorily performed all Work and for ensuring that the Consultant complies with all provisions of this Agreement.

5.2 Consultant. The Consultant represents that it has, or will obtain, all personnel necessary to perform the Work and that such personnel shall be qualified,

experienced, and licensed as may be necessary or required by laws and regulations to perform the Work. All services required under this Agreement shall be performed by the Consultant, its employees, or by subconsultants whose selection has been authorized by the City; provided that the City's authorization shall not relieve the Consultant or its subconsultants from any duties or obligations under this Agreement or at law to perform the Work in a satisfactory and competent manner. Consultant shall ensure that all contractual duties, requirements and obligations that the Consultant owes to the City shall also be owed to the City by the Consultant's subconsultants retained to perform the Work.

5.2.1 Authorized Subconsultants. The Agreement shall identify in the Key Subconsultant List, **Exhibit D**, attached hereto and incorporated herein by this reference, the subconsultants that are authorized to perform Work under this Agreement, or shall state that there are no subconsultants.

5.2.2 Process for Adding or Removing Key Subconsultants

5.2.2.1 If during the term of this Agreement, the Consultant wishes to add or remove a key subconsultant as identified in the Key Subconsultant List, the Consultant shall provide the City Engineer with a written request identifying the proposed change and obtain written authorization by the City.

5.2.2.2 The City has sole discretion to approve or reject a proposed change in a key subconsultant. Before any key subconsultant not already identified in the Agreement can perform any Work, the Consultant must obtain written authorization from the City.

5.2.3 Process for Adding or Removing Key Personnel

5.2.3.1 If during the term of this Agreement, the Consultant wishes to add or remove key personnel as identified in the Key Personnel List, **Exhibit E**, attached hereto and incorporated herein by this reference, the Consultant shall provide the City Engineer with a written request identifying the proposed change and obtain written authorization by the City.

5.2.3.2 The City has sole discretion to approve or reject a proposed change in any key personnel. Before any key personnel not already identified in the Agreement can perform any Work, the Consultant must obtain written authorization from the City.

5.2.3.3 If a change is made substituting or changing assigned key personnel or subconsultants, the Consultant shall pay any and all costs associated therewith, including "Transfer of Knowledge and Information." Transfer of Knowledge and Information shall include all time, labor hours, and costs for reviewing Project documentation, participating in meetings with Project personnel, and participating in site visits to familiarize the person or subconsultant with the Project, the Work, and the Project location(s).

5.2.4 City May Request Removal of Subconsultant or Personnel. The Consultant shall remove from the Project any personnel or subconsultant, including key personnel or key subconsultants if, after the matter has been duly considered by the City and the Consultant, the City considers such removal appropriate or necessary and in the best interests of the Project and so advises the Consultant in writing.

5.3 Nondiscrimination. In all hiring or employment decisions arising from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status, sexual orientation, political ideology, veteran or military status, genetic information, family medical history, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to, but not be limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement because of any of the protected characteristics identified above.

6. Changes in Work

6.1 The City may at any time direct the Consultant to make additions within the general scope of the Work, delete portions of the Project, or revise portions of the Work. Any direction from the City that results in an increase or decrease in the Scope of Work or Project Schedule, changes the Total Price or Period of Performance, or changes affecting the Scope of Work and Total Price for the Project shall be made only by an amendment to this Agreement prior to the work being performed. Subject to Section 6.2 below, the City Manager is the only authorized City representative who may sign such amendments.

6.2 Changes described in Section 6.1 above may be made in writing by the City Engineer if such changes individually, and cumulatively as to all such changes for the Project, do not increase the Total Price specified in Section 10.1.

6.3 In the event the Consultant identifies something that may materially impact the Scope of Work, Project Schedule, and/or Total Price, Consultant shall immediately inform the City Engineer.

7. Responsibility of the Consultant

7.1 Standard of Care

7.1.1 The Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and coordination of the Work and all plans, designs, drawings, specifications, reports, and other services prepared or performed pursuant to this Agreement. The Consultant shall perform the Work and complete the Project so that it conforms to the highest professional standards. The Consultant shall be responsible for the professional standards, performance, and actions of all persons and firms performing the Work. The Consultant shall, without additional compensation, correct or revise any errors, omissions, or specific breaches of a contractual obligation in the Work or

any plans, designs, drawings, specifications, reports, and other services performed under this Agreement.

7.1.2 The City's acceptance of any portion of the Work, or any plans, drawings, designs, specifications, reports, and other products of the professional services rendered hereunder shall not in any way relieve the Consultant of responsibility for the adequacy and accuracy thereof. The City's review, approval, acceptance of, or payment for all or any of the Work, shall not be construed nor shall it operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

7.1.3 The Consultant shall be knowledgeable and familiar with the current edition of the City's Contract Documents (available from the City), and the current edition of WSDOT Standard Specifications for Roads, Bridges and Municipal Construction. All technical specifications drafted by the Consultant shall be consistent with these documents and shall not create any conflict therewith.

7.1.4 The Consultant shall promptly bring to the City's attention all concerns that the Consultant has regarding the Work, design or any finding, conclusions, or final decisions made by the City. The Consultant shall, at the City's request, provide the City with a written evaluation of its concerns, along with proposed solutions to any identified problems.

7.2 Maintenance of Project Documentation

7.2.1 Upon request by the City Engineer, the Consultant shall provide the City with access to all documents and correspondence, including e-mail communications, memoranda, computer files, and all other materials prepared or used in performance of the Work.

7.2.2 The Consultant acknowledges that information and documentation submitted to the City will in all likelihood be considered a public record in accordance with the Revised Code of Washington and may not be exempt from disclosure under the Washington State Public Records Act.

7.2.3 The Consultant acknowledges that unauthorized disclosure of information or documentation concerning this Project may cause substantial economic loss or harm to the City. Except as otherwise required by court order or subpoena, the Consultant shall not without prior written authorization by the City Engineer allow the release, dissemination, distribution, sharing, copying, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Agreement.

8. Commencement and Monthly Reports

8.1 Notice to Proceed. After execution of this Agreement by the City and the Consultant, the City will issue a written notice to proceed on the Project and may issue written notice(s) to proceed on specific tasks thereof if necessary to produce specified work

products. Upon receipt of a notice to proceed, the Consultant shall promptly commence work.

8.2 Monthly Reports. Unless otherwise stated in the Scope of Work, the Consultant shall submit to the City Engineer with each invoice a monthly report in a format approved by the City Engineer sufficient to show the activities completed and the Project progress as measured against the Project Schedule and Cost Summary. At a minimum the monthly report shall identify work completed, costs incurred, budget status (budget vs. estimated balance to complete), amendments, project schedule, any variance between planned vs. actual Project performance, all issues that may result in completion of any task beyond the established schedule or task budget, and all issues that may result in an increase in Total Price.

9. Compensation

9.1 The City will pay the Consultant for authorized and satisfactorily completed Work in accordance with the terms of this Agreement. Consultant shall be paid on the basis of time actually expended and out-of-pocket expenses in accordance with the work hours and the rate(s) and for all supervision, labor, supplies, materials, equipment or use thereof, taxes, and for all other necessary incidentals all as specified in the Cost Summary. In no event, however, shall the total cumulative payment(s) paid by the City exceed the sum of **198,040 Dollars** (\$198,040.00), including applicable state taxes ("Total Price"). Use of the managements reserve amount of \$18,004 may not be spent without written approval of the City. The Total Price is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed amendment.

9.2 Invoice Process. The Consultant shall submit to the City Engineer an invoice for payment for Work once per month. The invoice shall identify the Work completed since the previous invoice, and shall be computed pursuant to this Agreement. The invoice may be combined with the monthly report specified in Section 9.2.

9.2.1 Invoice Details. Invoices shall detail the Work by task, hours, and employee name and level for which payment is being requested; include copies of all invoices from authorized subconsultants and suppliers for which payment is being requested; and shall itemize, and include copies of, receipts and invoices for all other direct costs.

9.2.2 Maximum Amount. At no time shall the total cumulative amounts paid for the Work (calculated as a percentage of the Total Price) exceed the Total Price or the amount that would be due based on the percentage of the Work satisfactorily completed as determined by the City.

9.2.3 Payment. Upon acceptance by the City of the invoiced Work, which acceptance shall not be unreasonably withheld, Consultant shall be compensated in accordance with the City's usual procedures. In the event of a disputed invoice, the City may pay the undisputed amounts and withhold from payment the disputed portion of the invoice.

9.3 Final Payment. Final payment to the Consultant for the Work will be made in accordance with the City's usual procedures after all of the following are verified by the City Engineer:

9.3.1 Satisfactory completion of all of the Work;

9.3.2 Receipt by the City of the plans, studies, surveys, photographs, maps, calculations, notes, reports, warranties and all other documents and/or deliverables which are required to be prepared and submitted by the Consultant;

9.3.3 Delivery of all equipment and/or materials purchased specifically for the Project where the City has reimbursed the Consultant for such costs.

9.4 Release. Acceptance of any payment by Consultant shall constitute a release of all payment claims against City arising under this Agreement as to such portion of the Services. No payment to the Consultant, whether periodic or final, shall constitute a waiver or release by the City of any claim, right or remedy it may have against the Consultant regarding performance of the Work as required by this Agreement.

10. Termination of Agreement

10.1 Termination for Default

10.1.1 The City may terminate this Agreement, in whole or in part and at any time, in writing if the Consultant substantially fails to fulfill any or all of its material obligations under this Agreement through no fault of the City.

10.1.2 If the City terminates all or part of this Agreement for default, the City shall determine the amount of work satisfactorily performed to the date of termination and the amount owing to the Consultant using the criteria set forth below; provided, that (a) no amount shall be allowed for anticipated profit on unperformed Work and (b) any payment due to the Consultant at the time of termination may be adjusted to the extent of any additional costs the City incurs or will incur because of the Consultant's default. In such event, the City shall consider the actual costs incurred by the Consultant in performing the Work to the date of termination, the amount of Work originally required which was satisfactorily completed to the date of termination, whether that Work is in a form or of a type which is usable and suitable to the City at the date of termination, the cost to the City of completing the Work itself or of employing another firm to complete it and the inconvenience and time which may be required to do so, and other factors which affect the value to the City of the Work performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Total Price set forth in this Agreement. This provision shall not preclude the City from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

10.1.3 If a termination for default by the City is ultimately determined to be wrongful, it shall be deemed a termination for convenience, and not a breach of this Agreement.

10.2 Termination for Convenience

10.2.1 The City may terminate this Agreement, in whole or in part and at any time, in writing for the convenience of the City.

10.2.2 If the City terminates this Contract for convenience, the City shall pay the Consultant the amount otherwise due in accordance with this Agreement for services satisfactorily performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Total Price set forth in this Agreement.

10.3 Consultants Duties Upon Termination

10.3.1 Upon receipt of a termination notice, whether by default or for convenience, the Consultant shall at no additional cost to the City:

10.3.1.1 Promptly discontinue all Work affected (unless the notice directs otherwise);

10.3.1.2 Terminate all contracts with subconsultants to the extent they relate to the Work terminated; and

10.3.1.3 No later than fourteen (14) calendar days after receipt of termination, promptly deliver or otherwise make available to the City all data, drawings, electronic drawing files, specifications, calculations, reports, estimates, summaries, and other Project documentation, such other information and materials as the Consultant or subconsultants may have accumulated in performing this Agreement, whether completed or in progress and all equipment/materials purchased specifically for the Project where the City has paid the Consultant for such items.

10.3.1.4 Take any action necessary, or that the City may reasonably direct, for the protection and preservation of property or Work related to this Agreement that is in the possession of the Consultant and in which the City has or may acquire an interest.

11. Ownership and Use of Documents

11.1 All documents, drawings, specifications, designs, computer programs, software, reports and other work product (collectively referred to as "Work Product") developed or produced by Consultant for the City in connection with the Work rendered under this Agreement shall be owned by the City. Consultant shall provide such Work Product to the City on a data disk compatible with the City's computer equipment and programs. As between the Consultant and the City, the Work Product shall be works made for hire under all applicable copyright law and the City shall own any and all copyrights to such Work Product. Consultant agrees to transfer and assign all ownership rights and copyrights to such Work Product to the City to give effect to this Section. Consultant further waives any and all moral rights (including rights of integrity and attribution) in and to the Work Product. Re-use of any Work Product by the City for other than the Project that is the subject of this Agreement or modification in use by the City of any of the Work Product without the Consultant's prior written approval shall be at the City's sole risk.

11.2 To the extent it is determined any other records held by the Consultant relating to the Services are subject to the Washington Public Records Act (RCW 42.56), the Consultant shall promptly deliver such records to the City for purpose of responding to a public records request. This section shall survive termination of this agreement.

12. Third-Party Claims and Disputes

12.1 At the City's request, Consultant will assist the City in review and evaluation of claims and disputes, preparing information for the City's legal counsel, providing services as witness in litigation or arbitration to which the City is a party, and providing other services in connection with actual or potential claims or disputes arising out of the Work, regardless of whether or not consultant is named in such legal action. The Parties shall cooperate to agree on the compensation for such services. If Consultant is determined to be responsible for the claim, dispute or litigation due to its act, omission, negligence or breach of this Agreement, it shall remit back to the City the amounts paid under this Section to the extent of such act, omission, negligence or breach.

13. Audit and Access to Records

13.1 The Consultant, including its subconsultants, shall maintain books, records, documents, and other evidence directly pertinent to performance of the Work in accordance with generally accepted accounting principles and practices consistently applied. The City, or any of its duly authorized representatives, shall, for the purpose of audit and examination, have access to and be permitted to inspect such books, records, documents, and other evidence for inspection, audit, and copying for a period of six years after completion of the Project. The City shall also have access to such books, overhead data, records and documents during the performance of the Work if deemed necessary by the City to verify work performed and invoices, to assist in negotiations for amendments to the Agreement or modifications to tasks, and to resolve claims and disputes.

13.2 Audits conducted under this Section shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or auditing agency.

13.3 Consultant shall provide the City, six years after completion of the Project, all original books, records, documents, and other evidence directly pertinent to performance of the Work.

14. Legal Relations

14.1 The Consultant shall comply, and shall ensure its subconsultants comply, with all the terms of this Agreement and the City resolutions and federal, state and local laws, regulations and ordinances applicable to the Work to be performed under this Agreement.

14.2 In performing the Work, the Consultant and its subconsultants, employees, agents and representatives shall be acting as independent contractors and shall not be deemed

or construed to be employees or agents of the City in any manner whatsoever. The Consultant shall not hold itself out as, nor claim to be, an officer or employee of the City by reason hereof and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the City. The Consultant shall be solely responsible for any claims/costs and/or losses arising from the Consultant's failure to pay wages, compensation, benefits, or taxes and/or pay for services, supplies, and/or materials provided by Consultant employees, agents and representatives, including subconsultants, and will protect, defend, indemnify and hold the City harmless therefrom.

14.3 The City's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law. The City may exercise such rights and remedies in any order and at any time as it determines necessary or appropriate.

15. Indemnification and Insurance

15.1 Indemnification.

15.1.1 Consultant shall indemnify, defend and hold harmless the City, its officers, officials, employees, and volunteers ("Indemnified Parties") from and against all claims, damages, losses, and expenses, asserted against one or more Indemnified Parties arising out of or resulting from the Consultant's performance of the Work or any obligation under this Agreement, to the extent caused by the negligent acts or omissions of the Consultant, its subconsultants, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable ("Indemnified Claim"), regardless of whether or not such claim, damage, loss or expense is caused in part by the Indemnified Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. Where an Indemnified Claim is caused by or results from the concurrent negligence of the Indemnified Parties and the Consultant, the Consultant's duty to indemnify and defend the Indemnified Parties as provided for herein shall apply only to the extent of the negligence of the Consultant or its subcontractors, consultants or other parties for whom the Consultant is responsible.

15.1.2 Consultant's obligations under this Section include, but are not limited to, all claims against the Indemnified Parties by an employee or former employee of the Consultant or any of its subcontractors. For this purpose, the Consultant expressly waives, as respects to the Indemnified Parties only, all immunity and limitation on liability under any Industrial Insurance Act, including Title 51 RCW, or other worker's compensation act, disability act, or other employee benefit act of any jurisdiction, which would otherwise be applicable in the case of such a claim.

BY SIGNING THE AGREEMENT THE OWNER AND CONSULTANT CERTIFY THE WAIVER OF IMMUNITY SPECIFIED BY THIS PROVISION WAS MUTUALLY NEGOTIATED.

15.1.3 Consultant's obligations under this Section shall survive expiration or termination of the Agreement. In the event of litigation between the parties to enforce the

rights under this Section, reasonable attorney fees and costs shall be awarded to the prevailing party.

15.2 Insurance.

15.2.1 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.

15.2.2 No Limitation. 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 City's recourse to any remedy available at law or in equity.

15.2.3 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. The City shall be named as an additional insured under the Consultant's Automobile Liability insurance policy with respect to the work performed for the City.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, 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.
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.

15.2.4 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.

15.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. In the event that such endorsement cannot be obtained from Consultant's insurance carrier, Consultant shall be responsible for providing notice in accordance with the terms of this provision.

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

15.2.7 Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work, which is attached and incorporated by this reference as **Exhibit F**.

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

16. Disputes and Remedies

16.1 Choice of Law. This Agreement and all provisions hereof shall be interpreted in accordance with the laws of the state of Washington in effect on the Effective Date.

16.2 City Manager Review. All claims, counter-claims, disputes, and other matters in question between the City and the Consultant arising out of or relating to this Agreement shall be referred to the City Manager or a designee for determination, together with all facts, data, contentions, and so forth which relate thereto. The City Manager shall make a determination within thirty (30) calendar days of such referral.

16.3 Alternate Dispute Resolution. Should the claim, counter-claims, or disputes not be resolved by the City Manager's decision, the parties shall attempt to resolve the matter through professional mediation, which shall be conducted within thirty (30) calendar days of the City Manager's decision. The cost of mediation shall be shared equally.

16.4 Exhaustion of Administrative Remedies. Referral to and determination by the City Manager or a designee and ADR shall be a condition precedent to the commencement of a civil action to adjudicate such dispute.

16.5 Jurisdiction & Venue. The Superior Court of Snohomish County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement and the laws of the state of Washington shall apply.

17. Notice

17.1 Any notice required to be given under the terms of this Agreement shall be in writing and directed to the party at the address set forth below. Notice shall be considered issued and effective upon receipt thereof by the addressee-party. Facsimile notice shall be considered effective with proof of confirmation that the addressee has received the facsimile. Such proof would be a confirmation sheet evidencing such receipt at the fax number listed below.

City Engineer
City of Mill Creek
15728 Main Street
Mill Creek, Washington 98012
425-745-1891 (p)
425-745-9650 (f)

WHPacific, Inc
12100 NE 195th St. Suite 300
Bothell WA 98011
425-951-4800

18. General Terms

18.1 Integration. The written terms and provisions of this Agreement, together with all referenced Exhibits, supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the referenced Exhibits.

18.2 Priority of Documents. In the event that the language and provisions of this Agreement are contrary to or conflict with any language or provisions set forth in any exhibit to this Agreement, the language and provisions of this Agreement shall control, and

the contrary or conflicting language or provisions of the exhibit(s) shall be disregarded and shall be considered void. Consultant's standard terms and conditions, whether printed on, attached to, or otherwise incorporated into an exhibit or elsewhere, shall not be binding on Owner.

18.3 Assignment. Consultant shall not assign any portion of its duties or obligations under this Agreement without the City's prior written consent. Any assignment of this Agreement by Consultant without the prior written consent of the City shall be void.

18.4 Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of City and Consultant.

18.5 Waiver. A waiver of any breach by either party shall not constitute a waiver of any subsequent breach.

18.6 Exhibits. The Exhibits included in the Agreement are identified below. Any inconsistency or conflict between these Exhibits (all as may be modified by the latest amendment) shall be resolved by giving precedence in the following descending order of importance:

- 18.6.1 Exhibit A, Scope of Work;
- 18.6.2 Exhibit B, Project Schedule;
- 18.6.3 Exhibit C, Cost Summary;
- 18.6.4 Exhibit D, Key Subconsultant List;
- 18.6.5 Exhibit E, Key Personnel List;
- 18.6.6 Exhibit F, Insurance

18.7 Authorized Signatures. By their signatures below each party represents that they are fully authorized to sign for and on behalf of the named principal above.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized officers or representatives as of the day and year written below.

CITY OF MILL CREEK

WHPacific,Inc

Rebecca Polizzotto, City Manager



Rich Reis, Office Manager

Date: _____

Date: 5/4/18

ATTEST:

Gina Pfister, Acting City Clerk

APPROVED AS TO FORM:

Scott Missall, City Attorney

**EXHIBIT A
City of Mill Creek
Seattle Hill Road Preservation
Project No. 18-PAVE -03
WHPACIFIC
SCOPE OF WORK**

The work to be accomplished under this agreement will be for WHPacific, Inc. (CONSULTANT) to provide engineering design services for the City of Mill Creek (CITY). Services include the production of a survey topographic map, documented CE for NEPA, Plans, Specifications and Engineer's Estimate (PS&E) for a full grind and overlay of 2 inches with Hot Mix Asphalt on Mill Creek Road and Seattle Hill Road from Village Green Drive to 35th Ave SE. The project will include the following elements:

- 1) Grind and Overlay
- 2) Upgrading of ADA curb ramps
- 3) Replacement of broken median curbs
- 4) Upgrading the Rapid Flashing Beacon to current standards
- 5) Upgrading two traffic signal push buttons to current ADA standards
- 6) Re installing pavement markings
- 7) Re installing loops
- 8) Upgrading signing and installation of new signing to meet current MUTCD standards

The project design and PS&E will be based upon the following standards:

- 1) WSDOT Local Agency Guidelines
- 2) WSDOT Standard Specifications for Road, Bridge, and Municipal Construction (2018)
- 3) WSDOT Standard Plans
- 4) Department of Ecology Current Stormwater Manual for Western Washington Low Impact Technical Guidance Manual for Puget Sound
- 5) City of Mill Creek Design Guidelines

The CONSULTANT and the CITY have prepared the following detailed scope of services for this project:

1.0 PROJECT MANAGEMENT

The CONSULTANT will provide project management and administration during the design phase of the project, to include:

- 1.1 **General Project Management** – The CONSULTANT will develop and maintain project scope and budget, coordinate with CITY staff, coordinate and review the project team's work, maintain project files, and conduct project team meetings to coordinate project activities.
- 1.2 **Progress Report / Invoices** – The CONSULTANT will prepare and submit progress reports/invoices to the CITY monthly.
- 1.3 **Quality Control Reviews** – The CONSULTANT will perform quality review checks prior to submittal of work to the CITY.
- 1.4 **Project Coordination Meetings** - The CONSULTANT will attend up to two (2) project coordination meetings at the Mill Creek Public Works Department, in conjunction with the design submittal reviews. The CONSULTANT will prepare meeting notes and distribute to all meeting participants.

Deliverables:

- a. Invoice/Progress Report – 1 copy per month (5 total)
- b. Meeting Minutes – 1 copy via email

2.0 TOPOGRAPHIC SURVEY AND BASEMAP

The CONSULTANT will complete a topographic survey and develop a topographic base map for the project area.

CONSULTANT will research the Snohomish County and the City of Mill Creek records to recover the monumentation controlling the site, and establish a horizontal datum.

CONSULTANT will tie to at least four local control monuments and reference them on the final drawings. These monuments will serve as the basis of horizontal coordinates and control the site.

CONSULTANT will tie into Snohomish County/City of Mill Creek horizontal & vertical datum for the sites and reference the site benchmarks on the final drawing. NAD 83/91 horizontal and NAVD88 vertical will be used per Snohomish County standards.

CONSULTANT will set two permanent vertical control benchmarks.

CONSULTANT will survey all ADA ramps within the project limits, the full intersections to the right-of-way lines at all intersections, include three intersections that have traffic signal systems (Village Green Drive/Penny Creek Road, Seattle Hill Road/Penny Creek Road and Seattle Hill Road/35th Ave SE). Along the remainder of the route CONSULTANT will locate evidence of the following existing improvements (assuming that they are visible) within the areas grinding.

- a. Storm drainage structures
- b. Sanitary sewer manholes
- c. Water valves
- d. Natural gas valves
- e. Traffic loop detectors

The base map will be prepared at a scale of one inch equals twenty feet (1"=20') on full size plan sheets. Base mapping will be tied to existing monumentation and defined on the plans.

Deliverables:

- a. Topographic Survey/ Base map

3.0 ENVIRONMENTAL AND PERMITS

CONSULTANT will prepare an Environmental Classification Summary (ECS) for use in FWHA's NEPA determination for the project. It is assumed that the appropriate NEPA mechanism for the project will be Categorical Exclusion (DCE). The following tasks are included in the NEPA documentation:

- 3.1 Environmental Classification Summary** - CONSULTANT will complete an ECS for the project to address potential impacts to the environment from the project.
- 3.2 Cultural and Historic Resources** - Project will have no adverse effects on cultural/historic resources. CONSULTANT will coordinate with WSDOT Local Programs and prepare a letter requesting an APE determination and work with WSDOT to obtain

DAHP concurrence. CONSULTANT will prepare an Area of Potential Effects document which will include the following:

- a. Vicinity Map
- b. Project Description
- c. Section, Township and Range
- d. Cross sections
- e. Photographs
- f. Areas of ground disturbance with estimate of excavation
- g. Information on known staging areas or borrow sites to be used

If it is determined through consultation with DAHP that a cultural resources survey is necessary for concurrence the CONSULTANT will prepare a cultural resources report for the Area of Potential Effects summarizing the findings of a literature review and cultural resources survey. This will be presented for review by the CITY. A final report will then be submitted to DAHP for concurrence.

3.3 STATE ENVIRONMENTAL POLICY ACT (SEPA) – CITY will prepare the SEPA checklist.

Deliverables

- a. Environmental Classification Summary
- b. APE letter

4.0 50% DESIGN

4.1 50% Plans - The 50% Plans will be prepared at 1"=20' scale (full size plan sheet) using AutoCAD Civil 3D 2014 software, WHPacific and City of Mill Creek CAD standards.

The following is an anticipated sheet count for the plans:

<u>Sheets</u>	<u>Description</u>
1	Cover Sheet/Vicinity Map/Sheet Index
1	Legend/Abbreviations/Notes
8	Survey Alignment / Control Plan
15	Site Preparation / Erosion Control Plan
2	Typical Cross Sections
15	Paving Plans and details
5	Curb Ramp Details
3	Signal pushbutton layout
4	Traffic control plans
54*	TOTAL

* Note sheet numbers are estimates.

4.2 50% Engineer's Estimate. The CONSULTANT will identify standard and non-standard bid items, and will provide itemized quantity calculations for all contract bid items. An engineer's estimate of construction costs will be prepared.

4.3 50% Specifications. The CONSULTANT will prepare project specifications. Specifications will follow the 2018 WSDOT/APWA Standard Specifications for Road, Bridge, and Municipal Construction, and WSDOT LAG manual requirements. The CONSULTANT will

prepare project specific special provisions and incorporate relevant WSDOT General Special Provisions to specify work not covered in the Standard Specifications.

- 4.4 **Design Memorandum.** The CONSULTANT will develop a design memorandum, which include a summary list of design elements and standards. The design memorandum will be submitted before the 50% design submittal.

The CONSULTANT will send the 50% Design to the CITY for review and comment.

Deliverables:

- a. 50% Plans – 1 electronic copy (PDF)
- b. 50% Estimate – 1 electronic copy (PDF)
- c. 50% Specifications – 1 electronic copy (PDF)
- d. Design memo

5.0 100% DESIGN

The CONSULTANT will update the project design to the 100 percent complete stage. The CONSULTANT will complete the following tasks:

- 5.1 **100% Plans** - The CONSULTANT will address CITY and WSDOT Local Programs comments from the 100% review, and advance the plans to the 100% complete stage.
- 5.2 **100% Cost Estimate** - The CONSULTANT will address CITY and WSDOT Local Programs comments from the 100% review, and update the cost estimate based on the 100% Plans.
- 5.3 **100% Contract Documents** - The CONSULTANT will address CITY and WSDOT Local Programs comments from the 100% review, and advance the Contract Documents to the 100% complete stage.
- 5.4 **Comment Response** - The CONSULTANT will review the CITY's review comments, and prepare responses to all comments.

The CONSULTANT will transmit a PDF copy of the 100% Plans, Specifications, and Estimate to the CITY and WSDOT Local Programs for a final review.

6.0 FINAL DESIGN

Once directed by the CITY, the CONSULTANT will modify the project to the current standard plan and specifications, and produce a final set of Bid-Ready Plans, Specifications, and Cost Estimate. The CONSULTANT will complete the following tasks:

- 6.1 **Final Plans** - The CONSULTANT will address CITY and WSDOT Local Programs comments from the 100% review, if any, and finalize the plans for bid advertisement.
- 6.2 **Final Cost Estimate** - The CONSULTANT will address CITY and WSDOT Local Programs comments from the 100% review, if any, and finalize the cost estimate for bid advertisement.
- 6.3 **Final Contract Documents** - The CONSULTANT will address CITY and WSDOT Local Programs comments from the 100% review, if any, and finalize the contract documents for bid advertisement.

- 6.4 Comment Response** - The CONSULTANT will review the CITY's 100% review comments, and prepare responses to all comments.

Final Plans and Specifications will be provided in electronic (Word, PDF and AutoCAD) format, and in hard copy format. The CITY will upload the plans and specifications to Builder's Exchange for distribution to Contractors.

Deliverables:

- a. Final Signed Plans – 1 electronic copy (PDF)
- b. Final Signed Plans – 1 Full Size (22" X 34") copies
- c. Final Signed Plans – 1 Half Size (11" X 17") copies
- d. Final Cost Estimate – 1 copy (PDF)
- e. Final Specifications – 1 electronic copy (PDF)
- f. Final Specifications – 1 hard copies

7.0 BIDDING SUPPORT

- 7.1** The CONSULTANT will assist the CITY with interpretation of project requirements, Contractors' bid and prepare written responses to Contractor questions during the bid process.
- 7.2** The CONSULTANT may develop up to three (3) addendums, as required during the bidding period.
- 7.3** The CITY will distribute Contract Documents via Builder's Exchange and place notices to Bidders.

Deliverables:

- a. Addendum package

ASSUMPTIONS

- a. The project 100% design will be completed by November 2018.
- b. One (1) Invoice/Progress Report will be prepared per month.
- c. The CONSULTANT will prepare construction plans in AutoCAD Civil 3D 2014 format.

OPTIONAL SERVICES

Upon written approval by the CITY, the CONSULTANT will provide engineering services beyond this Scope of Work. Services may include additional meetings, adding additional or increasing the existing design tasks, construction management and inspection services, or other work deemed necessary by the CITY. Such work will be specified in a written supplement to this agreement, which will establish the scope and costs.

**EXHIBIT B
City of Mill Creek
Seattle Hill Road Preservation
Project No. 18-PAVE -03
WHPACIFIC
Project Schedule**

Consultant will complete PS&E by December 31, 2018

**EXHIBIT C
CONSULTANT COST SUMMARY**

Client: **City of Mill Creek**
Project: **Seattle Hill Road Preservation**



5/1/2018

TASK NO.	TASK (Scope of Services)	WHPACIFIC PROJECT TEAM									TOTAL HOURS	LABOR COST	
		Principal 85.00	Project Manager 60.00	Project Engineer 58.00	Designer 43.00	Two person survey crew 60.00	Survey Office Tech 30.00	Project Coordinator 36.00	Archaeologist 32.00	Enviro Specialist 27.00			
1.0	PROJECT MANAGEMENT	6	32	36	0	0	0	20	0	0	94	\$ 5,238	
1.1	General project management		16					4					
1.2	Monthly invoices and progress reports		4										
1.3	Project Coordination Meetings / Notes (2 Meetings)		4	4				16					
1.4	QA/QC	6	8	32									
2.0	TOPOGRAPHIC SURVEY	2	10	4	8	56	118	0	0	0	198	\$ 8,246	
2.1	Research		2	1									
2.2	Set control		2			16	4						
2.3	Topo Survey - Approx. 7000 LF		2			40							
2.4	Data processing		1	1			8						
2.5	Utility research		1										
2.6	Mapping		2				100						
2.7	QA/QC	2		2	8		6						
3.0	ENVIRONMENTAL AND PERMITS	0	2	0	5	0	0	0	12	5	24	\$ 854	
3.1	NEPA		2		5				12	5			
5.0	50% DESIGN	0	14	88	346	0	0	0	0	0	448	\$ 20,822	
5.1	50% Plans		4	40	210								
5.2	50% Estimates		4	24	48								
5.3	50% Specs		4	16	64								
	Design Memo		2	8	24								
7.0	100% PS&E	0	12	42	246	0	0	0	0	0	300	\$ 13,734	
7.1	100% Plans		2	20	150								
7.2	100% Estimates		4	6	36								
7.3	100% Specs		4	12	36								
7.4	Comment Response		2	4	24								
8.0	FINAL DESIGN	0	8	20	120	0	0	0	0	0	148	\$ 6,800	
8.1	Final Plans		2	8	64								
8.2	Final Estimates		2	4	16								
8.3	Final Specs		2	4	16								
8.4	Comment Response		2	4	24								
9.0	BIDDING SUPPORT	0	7	12	32	0	0	0	0	0	51	\$ 2,492	
9.1	Bidders questions		4	4	8								
9.2	Addendum		3	8	24								
Labor Subtotal		8	85	202	757	56	118	20	12	5	1263	\$ 58,186	
				Overhead Percentage:	192.65%							\$ 112,095	
				Fixed Fee Percentage:	15.00%							\$ 8,728	
EXPENSES												Labor Total:	\$ 179,009
	ITEM	QUANTITY		UNIT COST								EXPENSES COST	
	Mileage	50	miles	\$0.545								\$ 27	
	Survey Equipment and vehicle	5	days	\$100.00								\$ 500	
	Plots and Reproductions	1	LS	\$500.00								\$ 500	
												Expenses Total:	\$ 1,027
												Subtotal:	\$ 180,036
MANAGEMENT RESERVE				10%			\$ 180,036					\$ 18,004	
											TOTAL PROJECT FEE:	\$ 198,040	

**EXHIBIT D
City of Mill Creek
Seattle Hill Road Preservation
Project No. 18-PAVE -03
WHPACIFIC
Subconsultants**

There are no subconsultants.

**EXHIBIT E
City of Mill Creek
Seattle Hill Road Preservation
Project No. 18-PAVE -03
WHPACIFIC
Key Personnel**

Rich Reis, Project Principal

Sam Richard, Project Manager

Jerry Liu, Project Engineer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 111 Veterans Boulevard, Suite 1130 Metairie LA 70005		CONTACT NAME: William Hughs PHONE (A/C, No, Ext): 504-888-1100 FAX (A/C, No): 504-888-1299 E-MAIL ADDRESS: William_Hughs@aig.com															
INSURED GRANISL-02 WHPacific, Inc. P.O. Box 820 Galliano, LA 70354		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : The Gray Insurance Company</td> <td>36307</td> </tr> <tr> <td>INSURER B : Westchester Fire Insurance Company</td> <td>10030</td> </tr> <tr> <td>INSURER C : U.S. Specialty Insurance Company</td> <td>29599</td> </tr> <tr> <td>INSURER D : Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER E : Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Gray Insurance Company	36307	INSURER B : Westchester Fire Insurance Company	10030	INSURER C : U.S. Specialty Insurance Company	29599	INSURER D : Lexington Insurance Company	19437	INSURER E : Evanston Insurance Company	35378	INSURER F :	
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INSURER F :																	

COVERAGES **CERTIFICATE NUMBER: 452876800** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$25,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	XSGL074326	12/1/2017	12/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$unlimited PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	XSAL075320	12/1/2017	12/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	G46842066001	12/1/2017	12/1/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	XSWC071041	12/1/2017	12/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C D E	Excess Liab Professional Liability Pollution Liability	Y Y Y	Y Y Y	CXS10460127 013001541 MKLVSENV100568	12/1/2017 5/1/2018 12/15/2017	12/1/2018 5/1/2019 12/15/2019	SEE ATTACHED See ATTACHED See ATTACHED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Attached...

CERTIFICATE HOLDER City of Mill Creek Attn: Rebecca Polizzotto 15728 Main Street Mill Creek WA 98012	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

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AGENCY CUSTOMER ID: GRANISL-02

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 2

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED WHPacific, Inc. P.O. Box 820 Galliano, LA 70354	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Named Insured Includes:
WHPacific Diversity Northwest, LLC

ADDENDUM TO CERTIFICATE OF INSURANCE:

General Liability
Limits: See 1st Page
Carrier(s): The Gray Insurance Company
Policy No.: XSGLO74326
Forms: General Liability policy includes the below described terms & conditions
Blanket Waiver of Subrogation (CG 24 04 11 85) when required by written contract.
Blanket Additional Insured (GGL Form# CG 20 10 11 85) when required by written contract.
Primary Insurance Wording Included (CG 20 01 04 13) when required by written contract.
Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).
Premises/Operations
Products/Completed Operations
Contractual Liability
Sudden and Accidental Pollution Liability
Occurrence Form
Personal Injury
"In Rem" Endorsement
Cross Liability
Severability of Interests Provision
"Action Over" Claims
Independent Contractors coverage for work sublet
Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.
General Aggregate applies per project or equivalent.
Blowout and Cratering
Coverage for non-owned watercraft if required by written contract
Underground Resource and Equipment Coverage
30 day Cancellation to Holder (Endt. Form # GIC 00 18 01 01) as required by written contract

Auto Liability
Limits: See 1st Page
Carrier(s) The Gray Insurance Company
Policy No. XSAL075320
Forms: Auto Liability policy includes the below described terms and conditions
Blanket Waiver of Subrogation (GIC 0 28 04/98) when required by written contract
Blanket Additional insured (GIC 00 29 04/98) when required by written contract
30 Day Notice of Cancellation to Holder (Endt. Form # GIC 00 18 01 01) as required by written contract

Workers Compensation
Limits: See 1st Page
Carrier(s): The Gray Insurance Company
Policy No.: XSWC071041
Forms: Workers Compensation policy includes the below described terms & conditions.
Blanket Waiver of Subrogation (WC 00 03 13 4/84) if required by written contract.
U.S. Longshoremen's and Harbor Workers Compensation Act Coverage
Outer Continental Shelf Land Act
Jones Act (including Transportation, Wages, Maintenance, and Cure),
Death on the High Seas Act & General Maritime Law.
Maritime Employers Liability Limit: \$1,000,000
Voluntary Compensation Endorsement
Other States Insurance
Alternate Employer/Borrowed Servant Endorsement (WC 00 03 01 4/84)

ACORD 101 (2008/01)

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AGENCY CUSTOMER ID: GRANISL-02

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED WHPacific, Inc. P.O. Box 820 Galliano, LA 70354	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

"In Rem" Endorsement
Gulf of Mexico Territorial Extension
Stop-Gap Coverage-N. Dakota, Ohio, Washington, Wyoming (Form # WC 00 03 03 B 4/92)
30 Day Notice of Cancellation to Holder (Endt. Form # GIC 00 18 01 01) as required by written contract

Professional Liability: Each Claim \$10,000,000
Policy Aggregate \$10,000,000
Claims Made Policy
Blanket Waiver of Subrogation Form # LX4204 (07-13), pursuant to and subject to the policy terms, definitions, conditions and exclusions
Retention:
Aggregate Self-Insured Retention Endorsement # 006
Each Claim Self-Insured Retention: \$250,000 Each Claim
Aggregate Self-Insured Retention: \$750,000
Maintenance Self-Insured Retention: \$100,000 Each Claim

Contractor's Pollution:
Each CPL Condition: \$10,000,000
Aggregate: \$10,000,000
S.I.R. CPL (Each Pollution Conditions) \$100,000
Blanket Waiver of Subrogation Form # MEEI 2211 05 16
Blanket Additional Insured: Form # MEEI 0002 06 12

Excess Liability - 1st Layer
Limits: \$10,000,000 Occ/Agg Excess of \$1,000,000 Schedule of Underlying which includes General Liability, Auto Liability, P&I, Employers Liability, Maritime Employers Liability, Charterer's Legal Liability, Riggers Liability,
Carrier(s): Westchester Fire Insurance Company- Policy # G46842066001 - 12/1/17 to 12/1/18
Policy is follow form.

Excess Liability - 2nd Layer
Limits: \$15,000,000 Occ/Agg Excess of \$10,000,000 Scheduled of Underlying which includes General Liability, Auto Liability, P&I, Employers Liability, Maritime Employers Liability, Charterer's Legal Liability, Riggers Liability
Retention: \$25,000
Carrier(s): U.S. Specialty Insurance Company- Policy # CXS10460127 - 12/1/17 to 12/1/18
Policy is follow form.

All pursuant to and subject to the policies terms, definitions, conditions and exclusions.

RE: Seattle Hill Road Preservation Project.
City of Mill Creek is included as Additional Insureds as respects General Liability and Automobile Liability policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. The insurance provided in the General Liability policy is primary and any other insurance shall be excess only, and not contributing.

POLICY NUMBER: XSGL074326

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

When required by written contract, any person, firm or organization.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

XSGI.074326

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER RIGHTS OF RECOVERY AGAINST
OTHERS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

When required by written contract, any person, firm or organization.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of "your work" done under a contract with that person or organization. The waiver applies only to the person or organization shown in the Schedule.

CG 24 04 11 05

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□

XSGLO74326

**COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

XSSL074326

ENDORSEMENT

In the event of cancellation by the Company THIRTY (30) days written notice will be given to the scheduled certificate holders. This notice in no way changes the notice of cancellation that is required to be given to the insured by any state law.

Schedule

Any person, organization or company as required by written contract.

XSAL075320

BUSINESS AUTOMOBILE COVERAGE

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTOMOBILE COVERAGE

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

When required by written contract, any person, firm or organization.

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations of "autos".

Contains Material.
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GIC 00 29 04/98

XSAL075320

BUSINESS AUTOMOBILE COVERAGE

WAIVER OF TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTOMOBILE COVERAGE

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

When required by written contract, any person, firm or organization.

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of the operation of "autos" to which this insurance applies. The waiver applies only to the person or organization shown in the Schedule.

GIC 00 28 04/88

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XSAL075320

ENDORSEMENT

In the event of cancellation by the Company THIRTY (30) days written notice will be given to the scheduled certificate holders. This notice in no way changes the notice of cancellation that is required to be given to the insured by any state law;

Schedule

Any person, organization or company as required by written contract.

XSWC071041

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

**WC 00 03 01
(Ed. 4-84)**

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

Alternate Employer

Address

State of Special or
Temporary Employment

If required by written contract, any alternate employer

**WC 00 03 01
(Ed. 4-84)**

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XSWC071041

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

**WC 00 03 13
(Ed. 4-84)**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

If required by written contract, any person, firm or organization.

**WC 00 03 13
(Ed. 4-84)**

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XSWC071041

ENDORSEMENT

In the event of cancellation by the Company THIRTY (30) days written notice will be given to the scheduled certificate holders. This notice in no way changes the notice of cancellation that is required to be given to the insured by any state law.

Schedule

Any person, organization or company as required by written contract.



Date: June 19, 2018

A/P Check Batches		
Dated	Check Numbers	Amount
05/15/2018	ACH-Union 76 Fleet-Apr	\$5,303.48
05/25/2018	EFT Debit-Dept of Rev-Sales Tax	\$1,442.95
05/30/2018	58649-58725	160,852.12
Total		\$167,598.55

Voided Checks	
Numbers	Explanation

CLAIMS APPROVAL

We, the undersigned Finance/Audit Committee of the City of Mill Creek, recommend approval of check numbers 58649 through 58725, and ACH in the amount of \$167,598.55.

We recommend approval of the above stated amount with the following exceptions:

_____ *Peggy Lauer* _____
 Councilmember Finance Director

_____ _____
 Councilmember City Manager

F:\DATA\EXECUTIVE\WP\FORMS\FIN\Voucher Approval 1.doc

ACH Cash Pro Online

City of Mill Creek

Report Date: 05/14/2018

Report Time: 12:30:32 PM

Batch Summary Report by ID Number

Company Name:	City of Mill 01	Effective Date:	05/15/2018
ACH ID:	2911225895	Batch Sequence:	1
Application Name:	CCD Payments and Collections	Database Name:	76
Batch Status:	In Process	Created By:	SANKOTTKE
Released By:			

<u>Name</u>	<u>ID</u>	<u>Amount</u>	<u>D/C</u>	<u>Bank ID</u>	<u>Account #</u>	<u>Acct Type</u>	<u>Trace #</u>
76 FLEET WEX BANK	0201-00-1059153	\$5,303.48	C	071000288	4539508	C	

	<u>Total Amount in Batch</u>	<u>Total Count in Batch</u>
Debits	\$0.00	0
Credits	\$5,303.48	1
Prenotes	\$0.00	0

	<u>Grand Total Amount</u>	<u>Grand Total Count</u>
Debits	\$0.00	0
Credits	\$5,303.48	1
Prenotes	\$0.00	0

My DOR

Page 1 of 2

Business Licensing and Taxes

My DOR

Return Payment

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[Excise Return for 600-598-011 - 4/30/2018](#)

[Apr-30-2018](#)

[Return Payment](#)



Return Payment

CITY OF MILL CREEK
600-598-011

Excise Tax
600-598-011

~~Apr-30-2018~~

\$1,442.95



Applies To

Apr-30-2018



History

Source

ACH Debit

Posted

: May-25-2018

Received

: May-25-2018

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Accounts Payable

Checks by Date - Detail by Check Date

User: Jodieg
 Printed: 6/15/2018 8:08 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
58649	911SUPPL IN-12405 IN-12465	911 Supply Inc 50-MC Gold Cloth Badge Body Armor, APEX2 Carrier-S White	05/30/2018		218.04 969.31
Total for Check Number 58649:				0.00	1,187.35
58650	ADPLLC 514171418 514998427	ADP, LLC ADP Payroll Services 04/30 & HCM Suite 05/07 ADP Payroll Services 05/15	05/30/2018		1,192.75 397.30
Total for Check Number 58650:				0.00	1,590.05
58651	AGRII 1693 1693a	AGRII Party & Events 20x20 Tent & 10x20 Sidewall-Memorial Day Ce Labor Costs-Stage & Tent Set-Up-Memorial Day	05/30/2018		364.32 331.20
Total for Check Number 58651:				0.00	695.52
58652	ALEXPRCO 55366	Alexander Printing Company Inc 500-3 Part NCR Notice of Exclusion	05/30/2018		243.71
Total for Check Number 58652:				0.00	243.71
58653	AMTESTIN 104718	Am Test, Inc 5-Fecal Coliform Analysis	05/30/2018		125.00
Total for Check Number 58653:				0.00	125.00
58654	BANKCARI 1 10 11 12 13 14 15 16 17 18 19 2 20 21 22 23 24 25 26 27 28	Bank of America Refund, Felco CDO Commando Cutter MyBuildingPermit.com Monthly Fee Dinner 04/18 NPELRA Training-C Miller Dinner 04/19 NPELRA Training-C Miller Lodging 04/14-04/19 NPELRA Training-C Mille Breakfast 04/19 NPELRA Training-C Miller Lodging 05/29-06/01 Narcotics Academy-N Len Adding Machine Paper Toothbrush & Toothpaste-Bagira Whelen 500L Tube Strobe Replacement Calculator Cartridge-IT Calculator Sales Tax Adj, Rite-In-The Rain Spiral Notebook Lodging 06/11-06/15 Narcotics Academy-N Len Lodging 06/18-06/22 Narcotics Academy-N Len Lodging 06/04-06/08 Narcotics Academy-N Len Lodging 05/29-06/01 Narcotics Academy-N Len Lodging 05/29-06/01 Narcotics Academy-N Len Mill Creek Swag Items W/ Logo-Giveaway @ E Items Mailed Out From Property Room 1-Opticom Coded Emitter Sales Tax, Rite-In-The Rain Spiral Notebooks &	05/30/2018		-62.42 59.95 33.85 16.37 1,749.70 9.05 214.69 11.91 17.48 132.77 9.93 -0.44 375.52 377.97 374.29 150.00 176.68 1,380.00 51.96 818.64 19.60

AGENDA ITEM #E.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
29		Rite-In-The Rain Spiral Notebooks & Rigid Pap			184.20
3		Ear Cleaner & Pick-Up Bags-Bagira			28.30
30		10 Years of Service Award Pens-N Lerma & T B			93.29
31		Tie Down Kit-Rec Trailer			87.20
32		Refreshments-All Employee Mtg 05/03			15.77
33		MyBuildingPermit.com Monthly Fee			59.95
34		RV Trailer Stabilizer Leveling Scissor Jacks-Rec			98.23
35		Refreshments-Citizens Academy 05/02			16.67
4		Redbarn Pet Products-Food Roll-Bagira			13.08
5		5 Year Service Award-M Schuermeyer			50.78
6		Supplies-Slash Folders, Step Filc-C Miller			29.99
7		Transportation 04/14 NPELRA Training-C Mille			14.00
8		AWC Labor Relations Institute-C Miller			320.00
8a		AWC Labor Relations Institute-S Eastman			320.00
9		4-Mice for Check Out Laptops			75.03
9a		3-iPad Chargers & Cables, Retractable Badge Hc			87.59
Total for Check Number 58654:				0.00	7,411.58
58655	BANKCR16	Bank of America	05/30/2018		
1		Parking 04/12 PAC Meeting-T Rogers			6.00
2		Parking 04/16 ST3 Advisory Support Team Mtg.			3.00
3		MCBA Lunch Mtg 04/17-T Rogers			10.00
3a		MCBA Lunch Mtg 04/17-G Brink			10.00
Total for Check Number 58655:				0.00	29.00
58656	BANKCR20	Business Card	05/30/2018		
1		Irrigation Supplies-Rotor-Highlands Park			52.73
2		Irrigation Supplies-Spray Repair, Stock 15-Comj			31.93
3		Rock Climber Plug-Cougar Park			5.94
4		Supplies-Fence Repair-164th St			171.54
5		Supplies-Fence Repair-164th St			8.30
6		Supplies-Fence Repair-164th St			59.79
Total for Check Number 58656:				0.00	330.23
58657	BANKCR21	Business Card	05/30/2018		
1		Tourism Planning Lunch Mtg 04/24-Polizzotto, I			82.32
Total for Check Number 58657:				0.00	82.32
58658	BANKCR23	Business Card	05/30/2018		
1		Refreshments-Citizen Academy 04/25			23.89
Total for Check Number 58658:				0.00	23.89
58659	BANKCR24	Business Card	05/30/2018		
1		WAPRO-2018 Spring Training Registration-G P			175.00
2		Lodging 04/17-04/20 ACCIS Conference-J Busc			369.24
Total for Check Number 58659:				0.00	544.24
58660	BANKCR26	Business Card	05/30/2018		
1		Refund-Annual Mtg Awards Celebration-Port of			-60.00
2		Name Plates-J Steckler & J Mead			32.89
3		Refreshments-Work Session 04/27-R Polizzotto,			11.07
4		Annual Mtg Awards Celebration-Port of Everett-			60.00
5		Lunch-Work Session 04/27-M Todd & J Steckler			26.75
Total for Check Number 58660:				0.00	70.71

AGENDA ITEM #E.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
58661	BANKCR27	Business Card	05/30/2018		
	1	Refund-5 Replacement 112E Keys-Ordered Wro			-35.00
	2	Plates, Napkins-Citizens Academy			8.83
	3	5 Replacement 112E Keys			42.66
	4	5 Replacement 102E Keys			42.66
	5	Refreshments-Citizens Academy 04/18			7.99
	6	Picture Frames-Department Pictures			33.09
	7	General Office Supplies-S Eastman			46.98
	8	Dinner 05/02 LRI Conference-S Eastman			17.65
	8a	Dinner 05/02 LRI Conference-C Miller			17.65
	9	Lunch 05/02 LRI Conference-S Eastman			15.57
	9a	Lunch 05/02 LRI Conference-C Miller			15.56
Total for Check Number 58661:				0.00	213.64
58662	BANKCR28	Business Card	05/30/2018		
	1	Graphic Laminating-35th Ave Recon Project			42.22
	2	Annual Small Works Roster Membership			135.00
Total for Check Number 58662:				0.00	177.22
58663	BENEAD 1805515	Benefit Administration Co, LLC Section 125 Flexible Benefits Plan-May	05/30/2018		112.00
Total for Check Number 58663:				0.00	112.00
58664	BLUELINE 14967	The BlueLine Group Sweetwater Ranch Sinkhole Repairs	05/30/2018		18,741.60
Total for Check Number 58664:				0.00	18,741.60
58665	BNOVPHOT 0195	Bella Nova Photography 2018 Event Photography Memorial Day 05/28	05/30/2018		330.00
Total for Check Number 58665:				0.00	330.00
58666	CARLSONJ 6794	Jessica Carlson Adventures in Art-Spring 1 (5 Weeks) 04/13-05/	05/30/2018		515.90
Total for Check Number 58666:				0.00	515.90
58667	CASSMANT Refund Refunda Refundb	Toni Cassman Refund Building Permit B2018-0297 Refund Building Permit B2018-0297 Refund Building Permit B2018-0297	05/30/2018		130.00 4.50 3.90
Total for Check Number 58667:				0.00	138.40
58668	CBRDDYN 1274	cBoard Dynamic Displays System Use & Service Apr-July Lobby Info Scre	05/30/2018		200.00
Total for Check Number 58668:				0.00	200.00
58669	CIBELLV1 Shelton 2018	City of Bellevue Adv Motor Officer Certification 07/12-07/13-T 1	05/30/2018		55.00
Total for Check Number 58669:				0.00	55.00
58670	CINTAS 460374645 460374645a	Cintas Corporation Loc. #460 Floort Mat Service 05/11 Floort Mat Service 05/11	05/30/2018		84.97 49.55

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 58670:	0.00	134.52
58671	CLYDEWST 20322534	PacWest Machinery Replace Blower Fan Bearings, Oil Filter-PW #9	05/30/2018		4,491.49
			Total for Check Number 58671:	0.00	4,491.49
58672	COMCAST 021 0457011	Comcast High Speed Internet Fee 05/18-06/17	05/30/2018		191.40
			Total for Check Number 58672:	0.00	191.40
58673	COPIETC AR32203	Copiers Etcetera, Inc. Repairs & Maint-Copy Machines	05/30/2018		1,362.28
			Total for Check Number 58673:	0.00	1,362.28
58674	DATAQST 4323	DataQuest, LLC Background Check-S Eastman	05/30/2018		80.00
			Total for Check Number 58674:	0.00	80.00
58675	DEPTECOG 18-RS-WAR045529	Department of Ecology WSDOE Stormwater Permit #WAR045529	05/30/2018		12,880.00
			Total for Check Number 58675:	0.00	12,880.00
58676	DLYJOURC 3336091	Daily Journal of Commerce BC: Exploration Park 04/16 & 04/23	05/30/2018		276.00
			Total for Check Number 58676:	0.00	276.00
58677	ECITYHAR 25566	Emerald City Harley-Davidson R&R Front/Rear Brake Pads/Rotors, 35K Service	05/30/2018		1,606.54
			Total for Check Number 58677:	0.00	1,606.54
58678	ELWING Reimb Reimb1 Reimb2 Reimb3 Reimb4	Greg Elwin Dinner 05/21 WASPC Spring Conf-G Elwin Lodging 05/21 WASPC Spring Conf-G Elwin Breakfast 05/22 WASPC Spring Conf-G Elwin Lodging 05/22 WASPC Spring Conf-G Elwin Breakfast 05/23 WASPC Spring Conf-G Elwin	05/30/2018		28.00 127.12 15.00 127.12 15.00
			Total for Check Number 58678:	0.00	312.24
58679	EVERGR 84480 84480a 84480b 84480c	Evergreen Fire and Safety, Inc Fire Extinguisher Certifications-CHS, MCSP, C Fire Extinguisher Certifications-PW Vehicles Fire Extinguisher Certifications-PD Vehicles Fire Extinguisher Certifications-CHN	05/30/2018		367.96 81.97 115.47 233.29
			Total for Check Number 58679:	0.00	798.69
58680	EVERGRML MC043 2018 MC044 2018 MC045 2018 MC046 2018 MC047 2018 MC048 2018	Evergreen Maintenance Landscaping, LLC Landscape Maintenance-Apr-Hillside Park Landscape Maintenance-Apr-North Creek Sport Landscape Maintenance-Apr-Library Park Landscape Maintenance-Apr-Public Library Landscape Maintenance-Apr-Highlands Park Landscape Maintenance-Apr-Pine Meadow Park	05/30/2018		552.00 303.60 321.20 772.80 993.60 772.80

AGENDA ITEM #E.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	MC049 2018	Landscape Maintenance-Apr-CHN			496.80
	MC050 2018	Landscape Maintenance-Apr-CHS			662.40
	MC051 2018	Landscape Maintenance-Apr-Buffalo Park			662.40
	MC052 2018	Landscape Maintenance-Apr-Nickel Creek Park			386.40
	MC053 2018	Landscape Maintenance-Apr-Heron Park			321.20
	MC054 2018	Landscape Maintenance-Apr-Cougar Park			552.00
	MC055 2018	Landscape Maintenance-Apr-ROW Medians			736.06
	MC056 2018	Landscape Maintenance-Apr-ROW Medians			1,349.37
	MC057 2018	Landscape Maintenance-Apr-Ditch #1			154.56
	MC058 2018	Landscape Maintenance-Apr-Ditch #2			154.56
	MC059 2018	Landscape Maintenance-Apr-Ditch #3			154.56
	MC060 2018	Landscape Maintenance-Apr-Pond #4			154.56
	MC061 2018	Landscape Maintenance-Apr-Pond #5			154.56
	MC062 2018	Landscape Maintenance-Apr-Pond #6			154.56
			Total for Check Number 58680:	0.00	9,809.99
58681	FCICUSPV 16146	FCI Custom Police Vehicles Replace VSR-Car #38	05/30/2018		141.57
			Total for Check Number 58681:	0.00	141.57
58682	GRYOSBRN 17559.03-2	Gray & Osborne Inc 35th Ave Overlay/N Creek Trail Study PSRC Gr:	05/30/2018		652.05
			Total for Check Number 58682:	0.00	652.05
58683	GTENORTH 0326-110804-5 6974-081899-5	Frontier Alarm System Line Chgs-Cook House CC Line, Fax 05/19-06/18	05/30/2018		52.69 158.11
			Total for Check Number 58683:	0.00	210.80
58684	HORIZON 2M070916	Horizon Distributors Inc TurfGro Diamond Trim Line/Pull Up Tool-Rain	05/30/2018		68.77
			Total for Check Number 58684:	0.00	68.77
58685	HUGHESK Reimb	Kyle Hughes Opticom Strobe-Car #43	05/30/2018		35.00
			Total for Check Number 58685:	0.00	35.00
58686	HUIK 6810 6811 6816	Kelly Hui Ballet: Creative-10:30am (Spring 1) 04/21-05/19 Ballet: Creative-11:15am (Spring 1) 04/21-05/19 Ballet: Beginning-12:00pm (Spring 1) 04/21-05/	05/30/2018		336.00 336.00 436.80
			Total for Check Number 58686:	0.00	1,108.80
58687	INTSTBAT 1905701045138	Interstate All Battery Center 2-9V Procell-12 Pack	05/30/2018		49.19
			Total for Check Number 58687:	0.00	49.19
58688	JOHNSOS 6900 6901	Stephen Johnson Beginner Basketball Basics: 5 Years-7 Years 04/ Beginner Basketball Basics: 8 Years-11 Years 04	05/30/2018		910.00 1,137.50
			Total for Check Number 58688:	0.00	2,047.50
58689	KCDA	KCDA Purchasing Cooperative	05/30/2018		

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	300280766	Cardstock Paper-Summer Event Posters			33.88
	300280766a	Mailing Labels-City Newsletter			29.24
	300283146	14 Box-Paper Clips, 12 Box-Staples			30.50
	300283146a	50-Spiral Notebook 3x5			26.36
			Total for Check Number 58689:	0.00	119.98
58690	LITHTENW 74557	LithtexNW Business Cards-PD	05/30/2018		19.57
	74557a	Business Cards-PD			176.14
	74557b	Business Cards-PD			19.57
			Total for Check Number 58690:	0.00	215.28
58691	MCTCBA 2018 Concert	Mill Creek Town Center Business Associati 2018 Summer Concert Series Sponsorship-Silver	05/30/2018		1,000.00
			Total for Check Number 58691:	0.00	1,000.00
58692	MOCKINGJ May 25 Market	Sarah Dylan Farmers' Market May 25th-27 Vendors	05/30/2018		270.00
			Total for Check Number 58692:	0.00	270.00
58693	NEVCOSPO 0000172821	Nevco Sports, LLC Coax 25' BNCs W/ Overmolded Ends-MCSP So	05/30/2018		49.91
			Total for Check Number 58693:	0.00	49.91
58694	OREILLY 2986-157312	O'Reilly Automotive Inc Wiper Blades, Water Tanker Repair-PW #2	05/30/2018		37.02
	2986-157707	Chain Lube-Sander			13.23
	2986-157973	Wiper Blade/Air Filter-PW #9 & #10			97.92
	2986-158073	2 Air Filters, 2 Oil Filters-PW #10			103.85
	2986-159859	Fuel Filter-Sweeper			13.47
			Total for Check Number 58694:	0.00	265.49
58695	PACAIR 7061 Retention	Pacific Air Control, Inc. Retainage HVAC-CHN	05/30/2018		1,871.95
			Total for Check Number 58695:	0.00	1,871.95
58696	PAESSLER R20180502076310	Paessler AG PRTG500-12 Maintenance Months	05/30/2018		340.00
			Total for Check Number 58696:	0.00	340.00
58697	PERTEET 20160281.006-5	Perteet Inc Gen Engineering Support TMDL Testing 03/05-4	05/30/2018		628.21
	20160281.014-1	Prof Serv-The Farm Drainage Review 03/27-04/			1,755.00
			Total for Check Number 58697:	0.00	2,383.21
58698	PGFREEZ INV-4678	Page Freezer PageFreezer Website Archiving-12 Months	05/30/2018		3,588.00
			Total for Check Number 58698:	0.00	3,588.00
58699	PIGSKIN 2018-22	Denise Freeman 2 Jumpsuits-T Eickenberry	05/30/2018		1,188.08

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 58699:	0.00	1,188.08
58700	PILCHVT 195874	Pilchuck Vet Hospital Bagira-RX 05/19	05/30/2018		50.47
			Total for Check Number 58700:	0.00	50.47
58701	PITNEYW 800090000046343	Purchase Power Postage-Refill Postage Meter	05/30/2018		2,000.00
			Total for Check Number 58701:	0.00	2,000.00
58702	PUGETSO 200004765331 200004765463	Puget Sound Energy 15720 Main St 04/18-05/17 15728 Main St 04/18-05/17	05/30/2018		69.58 337.52
			Total for Check Number 58702:	0.00	407.10
58703	REGDISP 0000051623	Regional Disposal/Rabanco Street Sweeping Waste-6.31 TN	05/30/2018		290.26
			Total for Check Number 58703:	0.00	290.26
58704	SDISTCRT April 2018 April 2018a	South District Court Filing Fees SD Court-Apr Interpreter Costs-Apr	05/30/2018		5,506.99 816.51
			Total for Check Number 58704:	0.00	6,323.50
58705	SHREDIT 8124754141	Shred-It USA Inc Shredding Service Fee	05/30/2018		68.59
			Total for Check Number 58705:	0.00	68.59
58706	SHURKLEN 400 400a	Kramer Enterprises, LLC Vehicle Washes Feb-May Vehicle Washes Feb-May	05/30/2018		499.56 49.96
			Total for Check Number 58706:	0.00	549.52
58707	SKAGGARE SI-45745 SI-45745a	Skagit Horticulture, LLC Geranium Znl Tango Deep Red-Seasonal Plantin Geranium Znl Tango Deep Red-Seasonal Plantin	05/30/2018		508.31 214.20
			Total for Check Number 58707:	0.00	722.51
58708	SNDPUBIN EDH804196 EDH806028	Sound Publishing Inc City Bids: Exploration Park 04/16 & 04/23 City Notice: Creekside West Prelim Plat 04/30	05/30/2018		106.64 55.04
			Total for Check Number 58708:	0.00	161.68
58709	SNOCOC 2018-4460	Snohomish County Corrections Jail Service Fees-March	05/30/2018		20,659.28
			Total for Check Number 58709:	0.00	20,659.28
58710	SNOCOSHO 1000468375	Snohomish County Sheriff's Office Range Use-10 Hours 04/17	05/30/2018		580.00
			Total for Check Number 58710:	0.00	580.00

AGENDA ITEM #E.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
58711	SNOCPUD 2001-0143-4 200154458 201345386 201898053 201948601 202212361 2022-3010-8 2024-6104-2 2026-6749-9 202693008 202852059 203164694 203211552 2033-4808-1	PUD No. 1 of Snohomish County 2725 Seattle Hill Rd 04/12-05/10 2720 Seattle Hill Rd 04/12-05/10 2501 147th Pl SE 04/24-05/21 1700 Mill Creek Rd 04/25-05/22 13903 N Creek Dr 04/19-05/16 928 Dumas Rd 04/19-05/16 1900 164th St SE 04/12-05/10 15803 32nd Ave SE 04/12-05/10 2024 Seattle Hill Rd 04/12-05/09 15720 Main St 04/17-05/15 15720 Main St Unit B 04/17-05/15 13510 N Creek Dr 04/19-05/16 13628 N Creek Dr 04/19-05/16 14810 35th Ave SE 04/12-05/10	05/30/2018		15.66 15.66 30.97 63.88 881.82 94.61 17.33 21.40 33.14 1,587.31 321.71 42.18 31.47 48.88
Total for Check Number 58711:				0.00	3,206.02
58712	SNOKING 63635	Sno-King Stamp, Inc. Grant Funded Approved Stamp	05/30/2018		33.59
Total for Check Number 58712:				0.00	33.59
58713	STAND 600156-0001	Standard Ins. Company RA Life, AD&D & LTD Prem MEBT-ER Paid-June	05/30/2018		4,246.85
Total for Check Number 58713:				0.00	4,246.85
58714	STAND2 600156-0002	Standard Ins. Company RA Survivor Prem-MEBT-ER Paid-June	05/30/2018		2,098.06
Total for Check Number 58714:				0.00	2,098.06
58715	STATEAUD L125219	State Auditor's Office Statutory Audit Services 2016-2016	05/30/2018		1,093.65
Total for Check Number 58715:				0.00	1,093.65
58716	SUMLAW 92456	Summit Law Group Prof Serv-General Labor Through 04/30	05/30/2018		212.00
Total for Check Number 58716:				0.00	212.00
58717	TERMINIX 375374385	Terminix Processing Center Pest Control-WO #15327541714-MC Library	05/30/2018		80.59
Total for Check Number 58717:				0.00	80.59
58718	TODDM Reimb Reimbl	Mike Todd EASC-Snohomich County Update 03/21-M Tod Reimb Mileage/Travel Expenses 01/03-04/26-M	05/30/2018		40.00 475.00
Total for Check Number 58718:				0.00	515.00
58719	VANHOLLT 6805	Tenille Van Hollebeke Cupcake Class: Mother's Day Modern Floral Cal	05/30/2018		210.00
Total for Check Number 58719:				0.00	210.00
58720	VERIZON 98075782222	Verizon Wireless Access & Usage Chgs 04/21-05/20-City Cell Ph	05/30/2018		2,135.62

AGENDA ITEM #E.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 58720:	0.00	2,135.62
58721	VERMEER E01457	Vermeer Northwest Vermeer Brush Chipper	05/30/2018		33,546.14
			Total for Check Number 58721:	0.00	33,546.14
58722	WALTNELS 647915	Walter E. Nelson Co. 2 Cases-Flannel Wiping Rags	05/30/2018		63.77
			Total for Check Number 58722:	0.00	63.77
58723	WAVEDIV 05486708	WaveDivision Holdings, LLC Fiber Lease-15728 Main St-To 3000 Rockefeller	05/30/2018		657.78
			Total for Check Number 58723:	0.00	657.78
58724	WINSUPP 024133 00 024337 00 024396 00 024451 00 024462 00 024480 00	Winsupply Company Irrigation Tool Dbl Chk Vlv, THD Union-Hillside Park Median Irrigation-SHR 1 Trench Shovel W/ Wood Handle Irrigation-Pine Meadow Park Irrigation Supplies Re-Stock	05/30/2018		22.19 181.81 154.60 18.35 3.24 123.69
			Total for Check Number 58724:	0.00	503.88
58725	WWGRAIN 9789203016	W.W. Grainger, Inc. Industrial Fog Nozzle	05/30/2018		70.17
			Total for Check Number 58725:	0.00	70.17
			Total for 5/30/2018:	0.00	160,852.12
			Report Total (77 checks):	0.00	160,852.12



Date: June 26, 2018

Payroll Check Batches		
Dated	Check Numbers	Amount
05/25/2018	ACH Automatic Deposit Checks	\$153,915.37
05/25/2018	ACH Wire- FWT & Medicare Taxes	\$26,087.81
05/25/2018	ACH Wire MEBT- Wilmington Trust	\$28,010.46
05/25/2018	ACH Wire- ICMA RC- Def. Comp	\$2,021.11
05/25/2018	ACH Wire- BAC- Flex Spending Acct	\$1,037.05
06/01/2018	ACH Wire- Assoc. of WA Cities	\$79,784.06
06/08/2018	ACH Automatic Deposit Checks	\$158,032.95
06/08/2018	ACH Wire- FWT & Medicare Taxes	\$26,896.56
06/08/2018	ACH Wire MEBT- Wilmington Trust	\$22,134.17
06/08/2018	ACH Wire- ICMA RC- Def. Comp	\$2,087.60
06/08/2018	ACH Wire- BAC- Flex Spending Acct	\$1,037.05
06/08/2018	ACH Wire- MCPD Guild Dues	\$2,040.00
Total		\$503,084.19

Voided Checks	
Numbers	Explanation

CLAIMS APPROVAL

We, the undersigned Finance/Audit Committee of the City of Mill Creek, recommend approval of the ACH Automatic Deposit checks and ACH Wire Transfers in the amount of \$503,084.19.

We recommend approval of the above stated amount with the following exceptions:

Councilmember

Councilmember

Finance Director

City Manager

G:\Finance\WP\Payroll\Payroll Voucher Approval .doc

Statistical Summary

Statistical Summary

Company:A0W - City Of Mill Creek Service Center:0076 Pacific North West Status:Under Review
 Week#:21 Pay Date:05/25/2018 P/E Date:05/15/2018
 Qtr/Year:2/2018 Run Time/Date:17:50:40 PM EDT 05/21/2018

Taxes Debited	Federal Income Tax	19,825.05		
	Earned Income Credit Advances	0.00		
	Social Security - EE	0.00		
	Social Security - ER	0.00		
	Social Security Adj - EE	0.00		
	Medicare - EE	3,131.38		
	Medicare - ER	3,131.38		
	Medicare Adj - EE	0.00		
	Medicare Surtax - EE	0.00		
	Medicare Surtax Adj - EE	0.00		
	COBRA Premium Assistance Payments	0.00		
	Federal Unemployment Tax	0.00		
	State Income Tax	0.00		
	Non Resident State Income Tax	0.00		
	State Unemployment Insurance - EE	0.00		
	State Unemployment Insurance Adj - EE	0.00		
	State Disability Insurance - EE	0.00		
	State Disability Insurance Adj - EE	0.00		
	State Unemployment/Disability Ins - ER	0.00		
	Workers' Benefit Fund Assessment - EE	0.00		
	Workers' Benefit Fund Assessment - ER	0.00		
	Local Income Tax	0.00		
	School District Tax	0.00		
		Total Taxes Debited	26,087.81	
Other Transfers	Full Service Direct Deposit Acct. No.000060104700Tran/ABA125000024	153,915.37		
	Total Amount Debited From Your Account		180,003.18	180,003.18
Bank Debits & Other Liability	Checks	0.00		180,003.18
	Adjustments/Prepay/Voids	(101.56)		179,901.62
Taxes- Your Responsibility	None this payroll			179,901.62

Payment Confirmation



Company: City of Mill Creek
Requester: Kottke, Sandy
Run Date: 05/25/2018 3:44:20 PM CDT

Domestic High Value (Wire)

Payment Category: Urgent/Wire

Status: Pending Approval
Transaction Number: 185PG41417Z81109

Template Name: MATRIX/MEBT
Template Code: WILTRUST

Debit Account Information

Debit Bank: ██████████
Debit Account: ██████████
Debit Account Name: Treas Checking
Debit Currency: USD

Beneficiary Details

Beneficiary Name: MATRIX TRUST COMPANY
Beneficiary Address: NA
Beneficiary City: NA
Beneficiary Postal Code: NA
Beneficiary Country: US - United States of America

Beneficiary Account: ██████████
Beneficiary Bank ID: ██████████
JPMORGAN CHASE BANK, NA
1111 POLARIS PKWY
COLUMBUS
US - United States of America

Beneficiary Email:
Beneficiary Mobile Number:

Payment Details

Credit Currency: USD
Credit Amount: 28,010.46

Value Date: 05/25/2018

Optional Information

Sender's Reference Number: CITY MILL CREEK

Beneficiary Information: City of Mill Creek n3177e

Additional Routing

Intermediary Bank ID:

Receiver Information:

Control Information

Input: sankotke

Input Time: 05/25/2018 3:43:47 PM CDT

Payment Confirmation



Company: City of Mill Creek
Requester: Kottke, Sandy
Run Date: 05/25/2018 11:46:40 AM CDT

Domestic High Value (Wire)
Payment Category: Urgent/Wire

Status: Pending Approval
Transaction Number: 185PC46081181725

Template Name: ICMA 457 Plan
Template Code: ICMA

Debit Account Information

Debit Bank: [REDACTED]
Debit Account: [REDACTED]
Debit Account Name: Treas Checking
Debit Currency: USD

Beneficiary Details

Beneficiary Name: ICMA RC
Beneficiary Address: P.O. Box 64553
Beneficiary City: Baltimore
Beneficiary Postal Code: 21264-4553
Beneficiary Country: US - United States of America

Beneficiary Account: [REDACTED]
Beneficiary Bank ID: [REDACTED]
MANUFACTURERS AND TRADERS TR C
ONE M AND T PLAZA, 15TH FL
BUFFALO
US - United States of America

Beneficiary Email:
Beneficiary Mobile Number:

Payment Details

Credit Currency: USD
Credit Amount: 2,021.11

Value Date: 05/25/2018

Optional Information

Sender's Reference Number: 302029

Beneficiary Information: City of Mill Creek 302029

Additional Routing

Intermediary Bank ID:

Receiver Information:

Control Information

Input: sankoltke

Input Time: 05/25/2018 11:46:20 AM CDT

RptBatchSumViewForm

Page 1 of 1

ACH Cash Pro Online
City of Mill Creek

Report Date: 05/25/2018
Report Time: 11:44:54 AM

Batch Summary Report by ID Number

Company Name:	City of Mill 01	Effective Date:	05/29/2018
ACH ID:	2911225895	Batch Sequence:	1
Application Name:	CCD Payments and Collections	Database Name:	BAC
Batch Status:	Released	Created By:	SANKOTTKE
Released By:	SANKOTTKE		

<u>Name</u>	<u>ID</u>	<u>Amount</u>	<u>D/C</u>	<u>Bank ID</u>	<u>Account #</u>	<u>Acct Type</u>	<u>Trace #</u>
BAC	BENEFIT ADMIN C	\$1,037.05	C	433430000	247000000	C	

Total Amount in Batch

Total Count in Batch

Debits	\$0.00	0
Credits	\$1,037.05	1
Prenotes	\$0.00	0

Grand Total Amount

Grand Total Count

Debits	\$0.00	0
Credits	\$1,037.05	1
Prenotes	\$0.00	0

ASSOCIATION OF WASHINGTON CITIES

MILL CREEK, CITY OF

ACCOUNT SUMMARY - contains all changes to this account as of 06/01/2018 02:19:29 PM

FUND: 100

ACCOUNT NUMBER: 186 L

BILL MONTH:	06/2018
COVERAGE MONTH:	06/2018
PAYMENT DUE BY:	06/10/2018
CURRENT BILLING AMOUNT:	\$80,568.23
PRIOR OVERAGE OR SHORTAGE:	\$0.00
ADJUSTMENTS:	-\$784.17
TOTAL AMOUNT DUE:	\$79,784.06

100 186 L 062018 0

Fund	Account Number	Bill Month	Amount Paid
100	186 L	06/2018	\$ <u>79,784.06</u>

If you have questions concerning your billing, please contact the Association of Washington Cities Office at (800) 562-8981 or (360) 753-4137 or Northwest Administrators, Inc. at (206) 726-3345.

MAIL PAYMENT TO: *If payment is made by check, please print a copy of this page and mail it with your payment to the following address.*

ASSOCIATION OF WASHINGTON CITIES
 PO BOX 84303
 SEATTLE, WA 98124-5603

Statistical Summary

Statistical Summary

Company:A0W - City Of Mill Creek Service Center:0076 Pacific North West Status:Under Review
 Week#:23 Pay Date:06/08/2018 P/E Date:05/31/2018
 Qtr/Year:2/2018 Run Time/Date:17:11:53 PM EDT 06/05/2018

Taxes Debited	Federal Income Tax	20,491.51		
	Earned Income Credit Advances	0.00		
	Social Security - EE	0.00		
	Social Security - ER	0.00		
	Social Security Adj - EE	0.00		
	Medicare - EE	3,202.53		
	Medicare - ER	3,202.52		
	Medicare Adj - EE	0.00		
	Medicare Surtax - EE	0.00		
	Medicare Surtax Adj - EE	0.00		
	COBRA Premium Assistance Payments	0.00		
	Federal Unemployment Tax	0.00		
	State Income Tax	0.00		
	Non Resident State Income Tax	0.00		
	State Unemployment Insurance - EE	0.00		
	State Unemployment Insurance Adj - EE	0.00		
	State Disability Insurance - EE	0.00		
	State Disability Insurance Adj - EE	0.00		
	State Unemployment/Disability Ins - ER	0.00		
	Workers' Benefit Fund Assessment - EE	0.00		
	Workers' Benefit Fund Assessment - ER	0.00		
	Local Income Tax	0.00		
	School District Tax	0.00		
		Total Taxes Debited	26,896.56	
Other Transfers	Full Service Direct Deposit Acct. No.000060104700Tran/ABA125000024	158,032.95		
	Total Amount Debited From Your Account		184,929.51	Total Liability 184,929.51
Bank Debits & Other Liability	Checks	0.00		184,929.51
	Adjustments/Prepay/Voids	0.00		184,929.51
Taxes- Your Responsibility	None this payroll			184,929.51

Payment Confirmation



Company: City of Mill Creek
Requester: Kottke, Sandy
Run Date: 06/08/2018 1:09:04 PM CDT

Domestic High Value (Wire)

Payment Category: Urgent/Wire

Status: Pending Approval
Transaction Number: 1868E0830AO70I62

Template Name: MATRIX/MEBT
Template Code: WILTRUST

Debit Account Information

Debit Bank: [REDACTED]
Debit Account: [REDACTED]
Debit Account Name: Treas Checking
Debit Currency: USD

Beneficiary Details

Beneficiary Name: MATRIX TRUST COMPANY
Beneficiary Address: NA
Beneficiary City: NA
Beneficiary Postal Code: NA
Beneficiary Country: US - United States of America

Beneficiary Account: [REDACTED]
Beneficiary Bank ID: [REDACTED]
JPMORGAN CHASE BANK, NA
1111 POLARIS PKWY
COLUMBUS
US - United States of America

Beneficiary Email:
Beneficiary Mobile Number:

Payment Details

Credit Currency: USD
Credit Amount: 22,134.17

Value Date: 06/08/2018

Optional Information

Sender's Reference Number: CITY MILL CREEK

Beneficiary Information: City of Mill Creek n3177e

Additional Routing

Intermediary Bank ID:

Receiver Information:

Control Information

Input: sankottke

Input Time: 06/08/2018 1:08:52 PM CDT

Payment Confirmation



Company: City of Mill Creek
Requester: Kottke, Sandy
Run Date: 06/08/2018 1:18:23 PM CDT

Domestic High Value (Wire)
Payment Category:Urgent/Wire

Status: Pending Approval
Transaction Number: 1868E1755OL63F67

Template Name: ICMA 457 Plan
Template Code: ICMA

Debit Account Information

Debit Bank: ~~25000027~~
Debit Account: ~~600000104700~~
Debit Account Name: Treas Checking
Debit Currency: USD

Beneficiary Details

Beneficiary Name: ICMA RC
Beneficiary Address: P.O. Box 64553
Beneficiary City: Baltimore
Beneficiary Postal Code: 21264-4553
Beneficiary Country: US - United States of America

Beneficiary Account: ~~62500001~~
Beneficiary Bank ID: ~~022000040~~
MANUFACTURERS AND TRADERS TR C
ONE M AND T PLAZA, 15TH FL
BUFFALO
US - United States of America

Beneficiary Email:
Beneficiary Mobile Number:

Payment Details

Credit Currency: USD
Credit Amount: 2,087.60

Value Date: 06/08/2018

Optional Information

Sender's Reference Number: 302029

Beneficiary Information: City of Mill Creek 302029

Additional Routing

Intermediary Bank ID:

Receiver Information:

Control Information

Input: sankottke

Input Time: 06/08/2018 1:18:04 PM CDT

RptBatchSumViewForm

ACH Cash Pro Online
City of Mill Creek

Report Date: 06/08/2018
Report Time: 01:21:32 PM

Batch Summary Report by ID Number

Company Name: City of Mill 01 Effective Date: 06/11/2018
 ACH ID: 2911225895 Batch Sequence: 1
 Application Name: CCD Payments and Collections Database Name: BAC
 Batch Status: Entered Created By: SANKOTTKE
 Released By:

<u>Name</u>	<u>ID</u>	<u>Amount</u>	<u>D/C</u>	<u>Bank ID</u>	<u>Account #</u>	<u>Acct Type</u>	<u>Trace #</u>
BAC	BENEFIT ADMIN C	\$1,037.05	C	125103388	540005566	C	
		<u>Total Amount in Batch</u>		<u>Total Count in Batch</u>			
	Debits			\$0.00			0
	Credits		\$1,037.05				1
	Prenotes		\$0.00				0
		<u>Grand Total Amount</u>		<u>Grand Total Count</u>			
	Debits			\$0.00			0
	Credits		\$1,037.05				1
	Prenotes		\$0.00				0

Payment Confirmation



Company: City of Mill Creek
Requester: Kottke, Sandy
Run Date: 06/08/2018 1:20:10 PM CDT

Domestic High Value (Wire)
Payment Category: Urgent/Wire

Status: Pending Approval
Transaction Number: 1868E19351963F57

Template Name: GUILD DUES
Template Code: GUILD

Debit Account Information

Debit Bank: 25000021
Debit Account: 00000104700
Debit Account Name: Treas Checking
Debit Currency: USD

Beneficiary Details

Beneficiary Name: Mill Creek Police Officer Guild
Beneficiary Address: PO Box 13261
Beneficiary City: Mill Creek
Beneficiary Postal Code: 98082
Beneficiary Country: US - United States of America

Beneficiary Account: 0000010001
Beneficiary Bank ID: 25000021
BANK OF AMERICA, NA
1424 164TH ST SW
LYNNWOOD
US - United States of America

Beneficiary Email:
Beneficiary Mobile Number:

Payment Details

Credit Currency: USD
Credit Amount: 2,040.00

Value Date: 06/08/2018

Optional Information

Sender's Reference Number: Police Guild

Beneficiary Information: Police Guild Dues Direct Deposit

Additional Routing

Intermediary Bank ID:

Receiver Information:

Control Information

Input: sankottke

Input Time: 06/08/2018 1:19:48 PM CDT



15728 Main Street, Mill Creek, WA 98012
Administration 425-745-1891
Police 425-745-6175
All Other Departments 425-551-7254

**Parks & Recreation Board Meeting Minutes
April 4, 2018**

Members Present:

Brett Nagle, Vice Chair
David Chapin
Tyler Hogan
Peter Lalic
Gordon Keene

Not Present:

Jim Erlewine, Chair
Vince Cavaleri, Council Representative

Also Present:

Joni Kirk, Director of Communications and Marketing
Kristen Rasmussen, Recreation and Tourism Coordinator

I. CALL TO ORDER

Vice Chair Nagle called the meeting to order at 5:00 p.m. Members and staff were present as noted above.

II. MINUTES

Vice Chair Nagle seconded by Member Lalic moved to approve the January 3 and March 7, 2018, minutes as presented.

III. OLD BUSINESS

Smoking in parks update

Director of Communications and Marketing Joni Kirk updated the board that Mr. Davern was scheduled to meet with Councilmember Cavaleri to discuss concerns about implementing and enforcing the smoking ban, but was unable to do so. Members discussed the pros and cons of implementing the ban and if there is a need to implement the ban in our parks. Member Keene asked if the City received any complaints about smoking in the parks, which may help determine which direction the board should take on the ban. Member Hogan recommended tabling the issue until the board has a chance discuss the topic with Councilmember Cavaleri to address the concerns of implementing the ban.

Egg hunt event recaps

Recreation and Tourism Coordinator Rasmussen gave updates about the Teen Flashlight Egg Hunt event and the Eggstravaganza event. The Teen Flashlight Egg Hunt event was well attended with 107 teens from various middle and high schools in the community. Volunteers the Light Saber Guild in association with

the Magic Comic Books business in town center attended the event dressed in costume with light sabers.

The Eggstravaganza event had approximately 4,000 people in attendance. The Redemption Church rented three bounce houses and offered face-painting at the event. Bunny photos, balloon artists, jelly bean guessing and coloring activities were available for the participants. Volunteers from Wells Fargo, HomeStreet Bank and the Youth Advisory Board helped with various aspects of the event.

IV. NEW BUSINESS

2018 Goal Setting

Member Lalic suggested having available walking/running maps with routes marked with mileage. He also recommended exercise stations with pullup bars along the North Creek Trail or in the City parks. He also suggested adding mobile checker or chess boards to be available for the community. Director Kirk mentioned the possibility of partnering with the Art and Beautification Board or implementing these ideas at the East Gateway Urban Village.

Member Keene recommended completing Cougar Phase II as a goal for the City. He stated the benefits of clearing out the brush and building a trail would benefit the neighborhood and the students from Mill Creek Elementary. Member Hogan added to this idea of incorporating the bench donation or an exercise station at Cougar Park.

Director Kirk updated the members about East Gateway Urban Village. The City is working with developers on an application for the parcel of land by 43rd Avenue SE. One idea of interest is trails to connect parks and create ecotourism opportunities such as birding. Members expressed interest in a boardwalk idea for this project. Director Kirk also mentioned that staff will present an idea to Council about conducting a feasibility study for the Dobson and Remillard properties to coincide with the vision of a recreation corridor.

V. FOR THE GOOD OF THE ORDER

City staff will look into park tour dates for June.

VI. ADJOURNMENT

Member Hogan moved to adjourn the meeting at 5:30 p.m., seconded by Member Chapin. The motion passed unanimously. The next meeting is scheduled for May 2, 2018, at 5 p.m. in the City Hall Council Chambers.

Submitted by:

Kristen Rasmussen, Recreation and Tourism Coordinator

MAY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
		Council				
6	7	8	9	10	11	12
		Council				
13	14	15	16	17	18	19
20	21	22	23	24	25	26
		Council				
27	28	29	30	31		

JUNE						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
		Council				
10	11	12	13	14	15	16
		Council				
17	18	19	20	21	22	23
24	25	26	27	28	29	30
		Council				

JULY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
		Council				
8	9	10	11	12	13	14
		Council				
15	16	17	18	19	20	21
22	23	24	25	26	27	28
		Council				
29	30	31	27	28	29	30

Tentative Council Meeting Agendas
Subject to change without notice

Last updated: June 15, 2018

June 26, 2018

- Meeting Cancelled

July 3, 2018

(Agenda Summary due June 19)

- Milestone Anniversaries (May)
- Park Fund Analysis
- Code Revision - Repeal of Board of Appeals/Adjustment
- Administrative approval of long plats

July 10, 2018

(Agenda Summary due June 26)

- Work Session:
 - HR Policies - Chapter 6 (Leave)
- Presentation:
 - EGUV Development Agreement
 - Tourism Bureau Annual Report

AUGUST						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7 Council	8	9	10	11
12	13	14 Council	15	16	17	18
19	20	21	22	23	24	25
26	27	28 Council	29	30	31	

SEPTEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4 Council	5	6	7	8
9	10	11 Council	12	13	14	15
16	17	18	19	20	21	22
23	24 ³⁰	25 Council	26	27	28	29

OCTOBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2 Council	3	4	5	6
7	8	9 Council	10	11	12	13
14	15	16	17	18	19	20
21	22	23 Council	24	25	26	27
28	29 ³⁰	30	31			

Work in Progress – Upcoming Agenda Items

- Personnel Policies and Procedures
- Budget Calendar
 - CIP Policies
 - Financial Policies
- Party in the Parks
- WRIA 8 ILA
- Beaver Management Plan
- Exploration Park
 - Bid Award
 - Schedule
 - Communications Plan
 - Snohomish County ILA
- Freedom Field
 - Design Consultant Contract
 - RCO Grant
 - Snohomish County Grant
- Presentation: Sports Tourism Feasibility Study

Possible Work Session Topics for Discussion

- Parking Codes
- Business signs
- MCCA storm water discussions
- Sports Fields
- Repair Issues
- Utility Project Management
- Review of Criminal Justice Costs/Alternatives
- Status update on County’s SHR project
- 128th St as an ST3 Station
- Issues re: no parking on sidewalks
- Development Projects in Progress
- Hotel/Motel Theater Tax
- Resort Fees
- Partnerships with Everett School District
- Development code change to allow redevelopment along Mill Creek Blvd/North Creek
- Council Chambers Configuration
- Adoption of business license ordinance – deadline 1/1/19