

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. 2018-826

Next Resolution No. 2018-572

March 13, 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

STUDY SESSION

- B. Long Term Strategic Planning
- Recreational Opportunities
 - Public Safety

NEW BUSINESS

- C. Sweetwater Ranch Stormwater Project:
- Overview

- Emergency Declaration
 - Construction Contract Award
- (Rebecca C. Polizzotto, City Manager)*

- D. CIP Project 17-IT-01: Citywide Computer Workstation Replacement
(Rebecca C. Polizzotto, City Manager)

CONSENT AGENDA

- E. Approval of Checks #58272 through #58309 and ACH Wire Transfers in the Amount of \$86,275.06
(Audit Committee: Mayor Pruitt and Mayor Pro Tem Holtzclaw)
- F. Payroll and Benefit ACH Payments in the Amount of \$296,320.36
(Audit Committee: Mayor Pruitt and Mayor Pro Tem Holtzclaw)

REPORTS

- G. Mayor/Council
- H. City Manager
- Council Planning Schedule

AUDIENCE COMMUNICATION

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

ADJOURNMENT



Agenda Item # B

Meeting Date: March 13, 2018

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: PRESENTATION: LONG TERM STRATEGIC PLANNING

PROPOSED MOTION: N/A

KEY FACTS AND INFORMATION SUMMARY:

The Government Finance Officers Association recommends that all governmental entities use some form of strategic planning to provide a long-term perspective for service delivery and budgeting, thus establishing logical links between authorized spending and broad organizational goals.

In his management book *The Dance of Change*, management author Peter Senge, references the importance for organizations to deliberately manage their future. Unfortunately, managing the future often comes head to head with the pressure of the immediate day-to-day management needs of the organization.

The need to get critical day-to-day management issues handled is important to every organization. This drive to get things done can at times overshadow the need to think and act strategically on the future of the organization. How does an organization find balance?

The key is to develop a strategic plan that is integrated into the business systems of the organization. The strategic plan should be integrated into the City's business practices by linking the Council's agenda (goals), budget, other approved plans (e.g., Capital Improvement Plan, Comprehensive Plan), departmental work plans and any current and/or newly developed performance measures into the plan.

Integrated strategic planning creates a balance that aligns both the City's financial and human capital to focus on achieving strategic goals and objectives.

The City began integrated strategic planning in 2016 with development and implementation of the City's *Guiding Principles*. At the Council's February 13, 2018 meeting, the City Manager presented an overview of the integrated strategic planning process and described the next steps in the process as the City continues to develop a long term strategic plan.

At its February 27 meeting, the Council, City Manager and Leadership Team engaged in the first of several "brainstorming" sessions in order to begin to identify those priorities, projects and initiatives to be accomplished over the next several years in the areas of Community Preservation and Civic Pride.

At its March 6 meeting, the Council, City Manager and Leadership Team focused on the areas of Fiscal Responsibility and Customer Service.

City Council Agenda Summary
Page 2

At its March 13 meeting, the Council, City Manager and Leadership Team will focus on the areas of Recreational Opportunities and Public Safety.

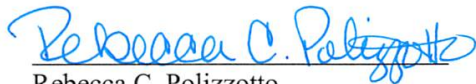
This work will ultimately generate a long term strategic plan that will link the Council's goals, budget, other approved plans, departmental work plans and any current and/or newly developed performance measures into the plan.

CITY MANAGER RECOMMENDATION: N/A

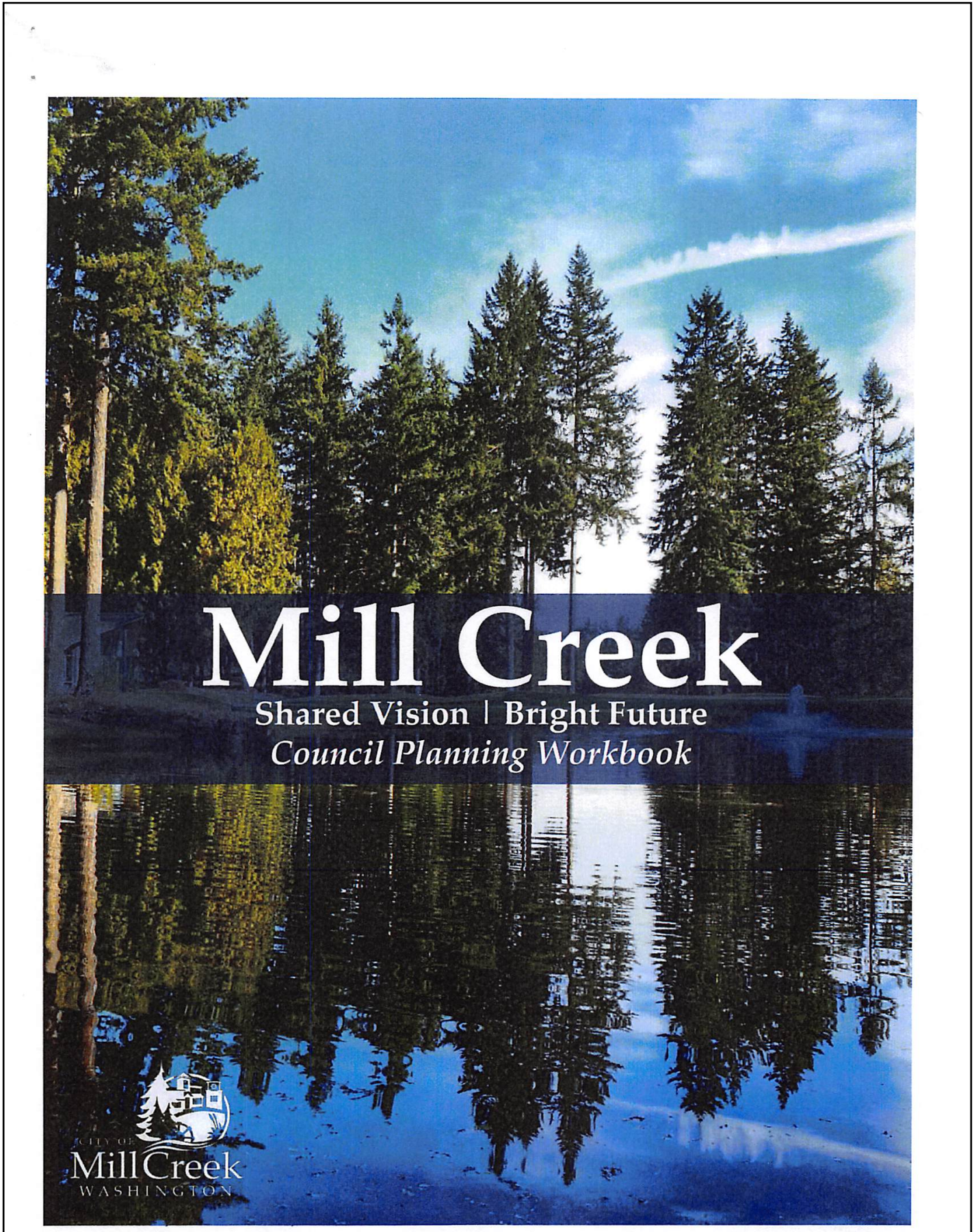
ATTACHMENTS:

- Planning Workbook

Respectfully Submitted:



Rebecca C. Polizzotto
City Manager



Mill Creek

Shared Vision | Bright Future
Council Planning Workbook



Goal 1: Fiscal Responsibility

To responsibly manage the City's financial resources to provide quality public services, cultivate economic prosperity, and maintain a sustainable budget.

Goal Overview

From a policy perspective: 1) Why is this goal important to you? 2) What do you envision achieving for the City through this goal?

Avoid deficit spending; ability to withstand economic downturns; ability to finance long-term needs.

SAMPLE

Council Priorities

Strategic Objectives

1. Develop, adopt and implement a long-term fiscal management plan and accompanying policies as needed.

2. Institute data analysis and performance management systems.

3. Implement linkage between budget and strategic planning

4. Complete comprehensive fee and rate studies.

Purpose

1. To ensure financial resources are available in the long term.

2. To identify financial trends that impact the City and take appropriate proactive measures.

3. To ensure the City's strategies are integrated into its business practices.

4. To ensure services are supported by the appropriate fee and rate structure and lessen the overall tax burden.

Goal 1: Fiscal Responsibility

To responsibly manage the City's financial resources to provide quality public services, cultivate economic prosperity, and maintain a sustainable budget.

Goal Overview

From a policy perspective: 1) Why is this goal important to you? 2) What do you envision achieving for the City through this goal?

Council Priorities

Strategic Objectives

Purpose

1. _____ _____ _____ _____
2. _____ _____ _____ _____
3. _____ _____ _____ _____
4. _____ _____ _____ _____

1. _____ _____ _____ _____
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4. _____ _____ _____ _____

Goal 2: Community Preservation

To support the development, maintenance and revitalization of public and private property to ensure the continuation of Mill Creek as a safe, clean and well maintained community.

Goal Overview

From a policy perspective: 1) Why is this goal important to you? 2) What do you envision achieving for the City through this goal?

Council Priorities

Strategic Objectives

Purpose

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Goal 3: Civic Pride

To achieve strong community spirit by promoting active civic participation, public-private partnerships and transparency in government.

Goal Overview

From a policy perspective: 1) Why is this goal important to you? 2) What do you envision achieving for the City through this goal?

Council Priorities

Strategic Objectives

Purpose

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Goal 4: Customer Service

To provide excellent service to all who interact with the City by recruiting, training and retaining a skilled, innovative and dynamic workforce.

Goal Overview

From a policy perspective: 1) Why is this goal important to you? 2) What do you envision achieving for the City through this goal?

Council Priorities

Strategic Objectives

Purpose

1. _____ _____ _____	1. _____ _____ _____
2. _____ _____ _____	2. _____ _____ _____
3. _____ _____ _____	3. _____ _____ _____
4. _____ _____ _____	4. _____ _____ _____

Goal 5: Recreational Opportunities

To facilitate diverse recreational opportunities for people of all ages.

Goal Overview

From a policy perspective: 1) Why is this goal important to you? 2) What do you envision achieving for the City through this goal?

Council Priorities

Strategic Objectives

Purpose

1. _____ _____ _____ _____	1. _____ _____ _____ _____
2. _____ _____ _____ _____	2. _____ _____ _____ _____
3. _____ _____ _____ _____	3. _____ _____ _____ _____
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Goal 6: Public Safety

To protect the life, health and property of residents, visitors and businesses through the delivery of community focused public safety services.

Goal Overview

From a policy perspective: 1) Why is this goal important to you? 2) What do you envision achieving for the City through this goal?

Council Priorities

Strategic Objectives

Purpose

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4. _____ _____ _____ _____

Goal 7: Economic Prosperity

To engage in proactive economic development efforts that result in a robust local economy and position the City as a destination of choice.

Goal Overview

From a policy perspective: 1) Why is this goal important to you? 2) What do you envision achieving for the City through this goal?

Council Priorities

Strategic Objectives

Purpose

1. _____ _____ _____ _____
2. _____ _____ _____ _____
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4. _____ _____ _____ _____

1. _____ _____ _____ _____
2. _____ _____ _____ _____
3. _____ _____ _____ _____
4. _____ _____ _____ _____

Goal 8: Leadership

To influence regional, state and national matters impacting our community through the engagement of staff and elected officials.

Goal Overview

From a policy perspective: 1) Why is this goal important to you? 2) What do you envision achieving for the City through this goal?

Council Priorities

Strategic Objectives

Purpose

1. _____ _____ _____ _____
2. _____ _____ _____ _____
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Goal 9: Long Term Planning

To maintain the City's special community character by carefully evaluating future opportunities for short and long term benefits in order to protect land use, infrastructure, economic development and service delivery standards.

Goal Overview

From a policy perspective: 1) Why is this goal important to you? 2) What do you envision achieving for the City through this goal?

Council Priorities

Strategic Objectives

Purpose

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4. _____ _____ _____ _____ _____



Agenda Item # C
Meeting Date: **March 13, 2018**

CITY COUNCIL AGENDA SUMMARY
City of Mill Creek, Washington

AGENDA ITEM: SWEETWATER RANCH STORMWATER PROJECT (ADOPT EMERGENCY DECLARATION RESOLUTION AND AUTHORIZE CONSTRUCTION CONTRACT AWARD)

PROPOSED MOTION: Motion to adopt Resolution 2018-_____, declaring an emergency related to the Sweetwater Ranch stormwater infrastructure failure (sinkhole) and authorize the City Manager to execute a small public works contract with Shoreline Construction Co. in an amount not to exceed \$250,000.

KEY FACTS AND INFORMATION SUMMARY:

On Wednesday December 20, 2017, the City was notified about a sinkhole at 1328 144th Street SE in the Sweetwater Ranch neighborhood. The sinkhole extended from the south side of the road (adjacent to the curb), underneath the concrete sidewalk and into the resident’s front yard. The City took immediate action by dispatching Public Works staff and activating our Public Works Emergency Response Mutual Aid Agreement with Snohomish County. The site was secured overnight by installing two steel plates over the sinkhole and fencing off the area.

Efforts to identify the source of the sinkhole began in the morning of Thursday, December 21. Heavy equipment was mobilized and two sidewalk panels were removed in order to begin excavation and vactoring. After reaching a depth of approximately eleven feet below the roadway, the specific cause of the sinkhole was visually identified as a failed coupler connecting two 36 inch diameter CMPs (corrugated metal pipes). The portions of the CMPs that were exposed during excavation were visibly in poor condition. As a temporary solution, a “pipe brace” was installed over the failed coupler, crush rock was used to backfill the excavation and the site was fenced off. A smaller sinkhole developed in the same location in January. City crews used crushed rock to fill that sinkhole.

Since completion of the above described temporary work, City staff have taken the following actions:

- **CCTV (closed circuit television) Inspections of the 36 inch CMPs:**
On December 26, 2017, a CCTV inspection camera was inserted in the manhole located on the side yard of 1328 144th Street SE. The inspection confirmed the pipe’s poor condition between the sinkhole and the manhole. The pipe was in better condition south of the manhole. On February 8, 2017, the City conducted a second CCTV inspection with the goal of observing the condition of the CMP north of the sinkhole. The camera was inserted in a manhole located at 1310 142nd PL SE and data was gathered for two pipes in the Douglas Fir neighborhood. However, the third pipe inspection was stopped 20 LF into the inspection due to a hole in the bottom of the CMP that prevented the camera from advancing into the Sweetwater Ranch development (Attachment A).

- **Washington State Department of Fish and Wildlife – Permit:**
Staff confirmed that the replacement and rehabilitation of the CMP does not require an HPA (Hydraulic Project Approval) permit from Washington State Department of Fish and Wildlife. The pipes to be repaired are components of an entirely artificial system associated with multiple developments. According to City records, the 36 inch diameter CMP was installed in 1981 as part of the Douglas Fir housing development and is approximately thirty seven years old. The Sweetwater Ranch housing development was built approximately ten years later and has a separate stormwater drainage system.
- **Inter-Jurisdictional Knowledge Transfer:**
Staff contacted other municipalities that own CMP infrastructure and have experience with emergency projects (City of Edmonds, City of Mukilteo and City of Shoreline). Fellow agencies provided names of reputable contractors experienced in CMP replacement and rehabilitation. Emergency public works contracts are typically paid by force account (time and materials) as opposed to competitively bid unit price items. Therefore, the contractor’s skill and professionalism are critical from a business and construction quality perspective.
- **On Call Services (The Blueline Group):**
In January, staff contacted The Blueline Group to provide schematic design, contractor selection assistance, and construction inspection for the Sweetwater Ranch Emergency Sinkhole Repair project under an existing on-call services contract. A Task Order was executed on February 13, 2018. The consultant used data from both CCTVs to complete the schematic design. The estimated CMP replacement and rehabilitation length is 250 LF (Attachment B).
- **Contractor Selection (Shoreline Construction Co.):**
Shoreline Construction Co. has the skill, equipment and personnel necessary to perform the rehabilitation and/or replacement of the existing 36 inch CMP. Shoreline Construction Company is a responsible contractor as defined in RCW 39.04.350(1). Other local jurisdictions that have had construction projects completed by Shoreline Construction Company have found them to be “professional, trustworthy and able to complete projects on time.” The construction duration is estimated at twenty working days. Since the engineer’s estimate is less than \$300,000, the Small Publics Contract can be used to retain the Contractor (Attachment C). Retainage, prevailing wages, and performance and payment bonds are required under emergency work. Construction inspections services will be provided by The Blueline Group.
- **Securing Second Sinkhole Location:**
In late February a second sinkhole developed in the front yard of 1325 144th Street SE – across the street from the first sinkhole and vertically aligned with the same 36 inch diameter CMP. City of Mill Creek crews fenced off this area. The proposed emergency project will also address this sinkhole.
- **Community Outreach:**
On February 27, 2018, the City of Mill Creek mailed a project update letter to Sweetwater Ranch residents located in close proximity to the 36 inch diameter CMP replacement and rehabilitation project.

RCW 39.04.280(3) defines an “emergency” as any unforeseen circumstances beyond the control of the municipality that either presents a real, immediate danger to the proper performance of essential functions, or will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken. This includes declared federal or state disasters, as well as local agency-declared disasters. It is staff’s professional opinion that the Sweetwater Ranch sinkholes constitute an “emergency”.

RCW 39.04.280(1)(e) provides competitive bidding exemptions for emergency public works projects provided that the agency’s governing body declares that an emergency exists, waives competitive bidding requirements, and awards all necessary contracts to address the emergency (Attachment D).


CITY MANAGER RECOMMENDATION:

In order to proceed with the timely infrastructure replacement and rehabilitation of stormwater infrastructure and sinkholes in the Sweetwater Ranch neighborhood, the City Manager recommends the City Council adopt this emergency declaration resolution and authorize the City Manager to execute a small public works contract with Shoreline Construction Co. in an amount not to exceed \$250,000.

ATTACHMENTS:

- Attachment A: Proposed Resolution
- Attachment B: CCTV Inspections Map
- Attachment C: Sweetwater Ranch CMP schematic design
- Attachment D: Small Public Works Contract (Shoreline Construction Co.)

Respectfully Submitted:



Rebecca C. Polizzotto
City Manager

RESOLUTION 2018-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILL CREEK, WASHINGTON DECLARING AN EMERGENCY FOR THE SWEETWATER RANCH EMERGENCY SINKHOLE REPAIR PROJECT

WHEREAS, the City of Mill Creek was notified in December of 2017 of a sinkhole that developed in front of 1328 144th St SE (Sweetwater Ranch Neighborhood). The sinkhole extended from the south side of the road (adjacent to the curb), underneath the concrete sidewalk, and into the resident's front yard. County crews (under emergency response mutual aid agreement) conducted temporary repair work and found the cause was both a defective coupler at the location of the sinkhole and the poor condition of the existing 36-inch corrugated metal pipe; and

WHEREAS, the sinkhole caused damage to property of the City and of the neighboring resident; and

WHEREAS, the sinkhole developed again in late January. A site visit indicated soft areas behind the sidewalk on the north side of 144th St SE above the existing 36-inch corrugated metal pipe, indicating that the conditions causing the sinkhole extended to the other side of the street; and

WHEREAS, due to continued winter weather conditions there is substantial likelihood more sinkholes or other damage to the street or adjacent property will develop. This creates a substantial likelihood of risk to persons, property and the environment unless further efforts are taken to reduce the threat; and

WHEREAS, the City's declaration of a local emergency will allow the City to undertake emergency public works pursuant to RCW 39.04.020 to prevent further damage; and

WHEREAS, the conditions stated above constitute an emergency because they are unforeseen circumstances beyond the control of the City that present a real, immediate and threat to the proper performance of essential functions and public safety, and will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MILL CREEK, WASHINGTON, RESOLVES AS FOLLOWS:

Section 1. Pursuant to RCW 39.04.280(1)(e), an emergency is hereby declared for the above-stated reasons to perform the Sweetwater Ranch Emergency Sinkhole Repair Project.

Section 2. Because of the existence of an emergency, the formal bidding requirements set forth in RCW 35.23.352, applicable to the City pursuant to RCW 35A.40.210, are hereby waived for the purposes of undertaking the Sweetwater Ranch Emergency Sinkhole Repair Project.

Section 3. City Staff is hereby authorized and directed to immediately, if not already completed, prepare plans and specifications and all other contract documents necessary to undertake the Sweetwater Ranch Emergency Sinkhole Repair Project, or retain a consulting engineer to perform such work and obtain a bid(s) from a contractor(s) experienced in such work. The City Manager is hereby authorized and directed to enter into a public works contract

828110.3/014455.00065

with a contractor to perform and complete the Sweetwater Ranch Emergency Sinkhole Repair Project.

Adopted this _____ day of March, 2018, by a vote of _____ for, _____ against, and _____ abstaining.

APPROVED:

MAYOR PAMELA PRUITT

ATTEST/AUTHENTICATED:

CITY CLERK PEGGY LAUERMAN

APPROVED AS TO FORM:

SCOTT M. MISSALL
OFFICE OF THE CITY ATTORNEY
SHORT, CRESSMAN, AND BURGESS PLLC

FILED WITH THE CITY CLERK: _____

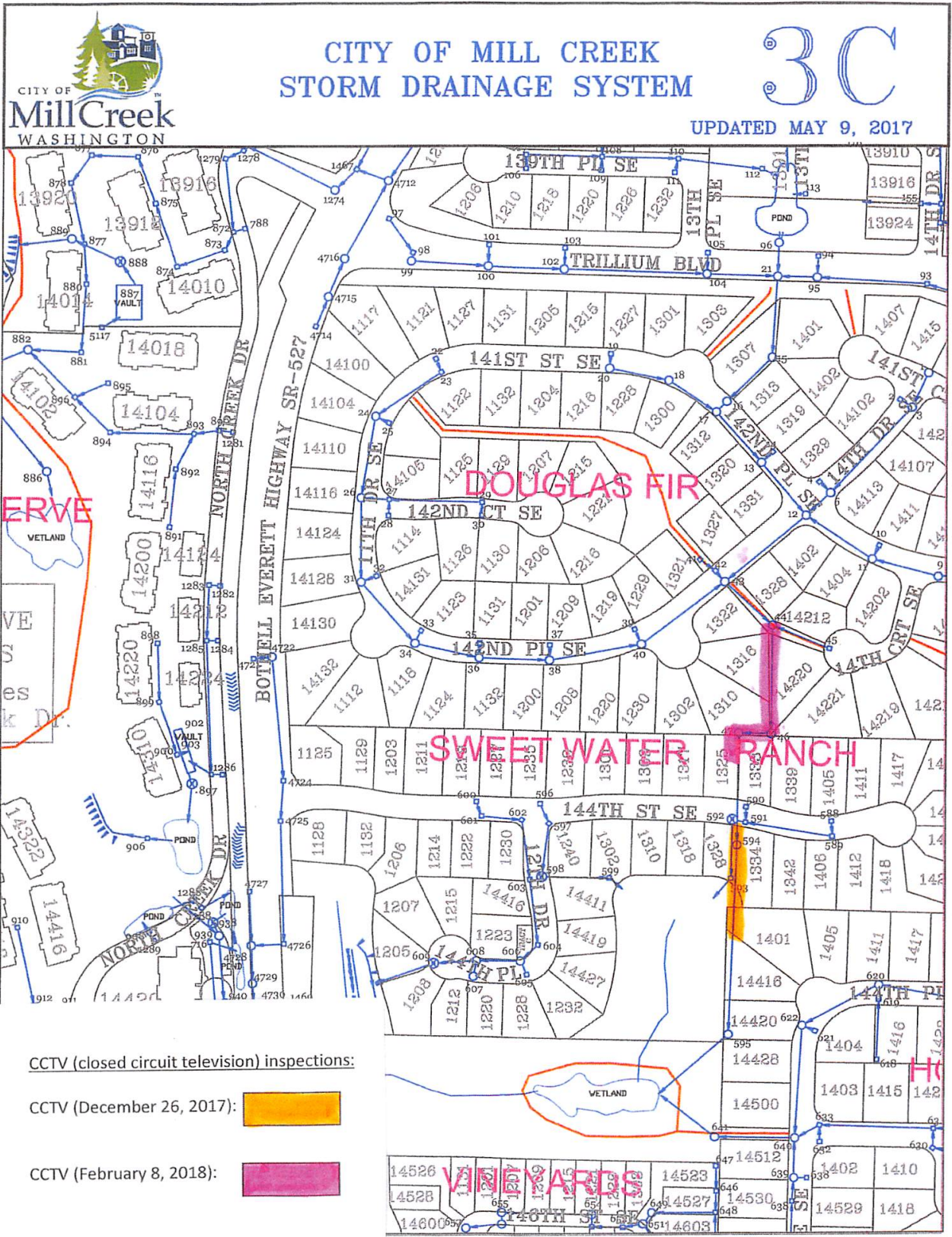
PASSED BY THE CITY COUNCIL: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

RESOLUTION NO.: _____

828110.3/014455.00065



CITY OF MILL CREEK SWEETWATER SINKHOLE EMERGENCY REPAIR



VICINITY MAP
NOT TO SCALE



PROJECT TEAM

PROJECT MANAGER
GINA MORETOLosa, PE PAUP
CITY OF MILL CREEK
DIRECTOR OF PUBLIC WORKS
AND DEVELOPMENT SERVICES
13708 MAIN ST
MILL CREEK, WA 98012
(425) 821-5708
GIMORET@CITYOFMILLCREEK.COM

CIVIL ENGINEER
DEANNA MARTIN, PE
THE BLUELINE GROUP
25 CENTRAL WAY, SUITE 400
KINGLAND, WA 98033
(425) 250-7239
DMARTIN@THEBLUELINEGROUP.COM

SHEET INDEX

- 1 CV-01 COVER SHEET
- 2 SD-01 STORM PLAN & PROFILE
- 3 DT-01 DETAILS

UNDERGROUND UTILITY NOTE
UNDERGROUND UTILITIES ARE SHOWN IN THE APPROXIMATE LOCATION. THERE IS NO GUARANTEE THAT ALL UTILITY LINES ARE SHOWN, OR THAT THE LOCATION, SIZE AND MATERIAL IS ACCURATE. THE CONTRACTOR SHALL UNCOVER ALL INDICATED PIPING WHERE CROSSING, INTERFERENCES, OR CONNECTIONS OCCUR PRIOR TO TRENCHING OR EXCAVATION FOR ANY PIPE OR STRUCTURES. TO DETERMINE ACTUAL LOCATIONS, SIZE AND MATERIAL, THE CONTRACTOR SHALL MAKE THE APPROPRIATE PROVISION FOR PROTECTION OF SAID FACILITIES. THE CONTRACTOR SHALL NOTIFY ONE-CALL AT 8-1-1 (WASHINGTON1.COM) AND ARRANGE FOR FIELD LOCATION OF EXISTING FACILITIES BEFORE CONSTRUCTION.



BLUELINE
SCALE:
AS NOTED
PROJECT MANAGER:
DEANNA L. MARTIN, PE
PROJECT ENGINEER:
ROBERT GANN
DESIGNER:
CAROL DOBETT
ISSUE DATE:
2/14/2018

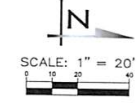
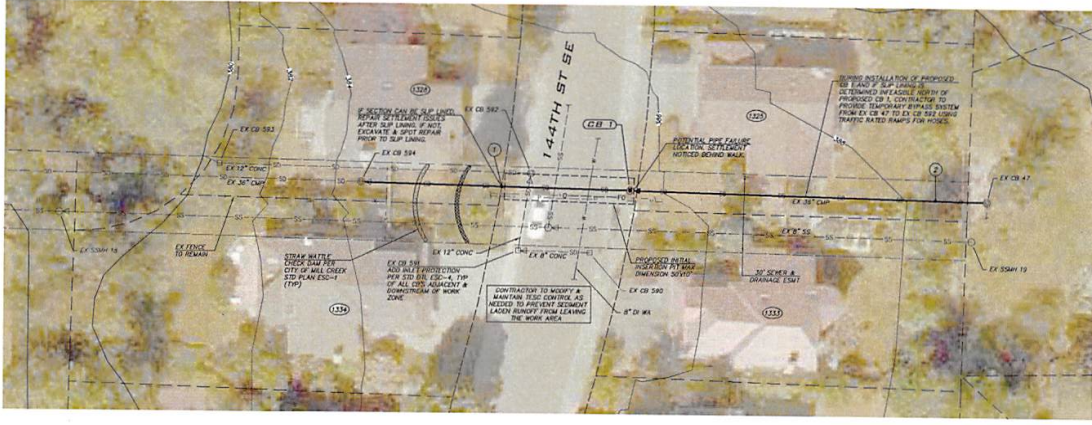
NO.	DATE	BY	REVISIONS

COVER SHEET
**SWEETWATER SINKHOLE
EMERGENCY REPAIR**
CITY OF MILL CREEK WASHINGTON



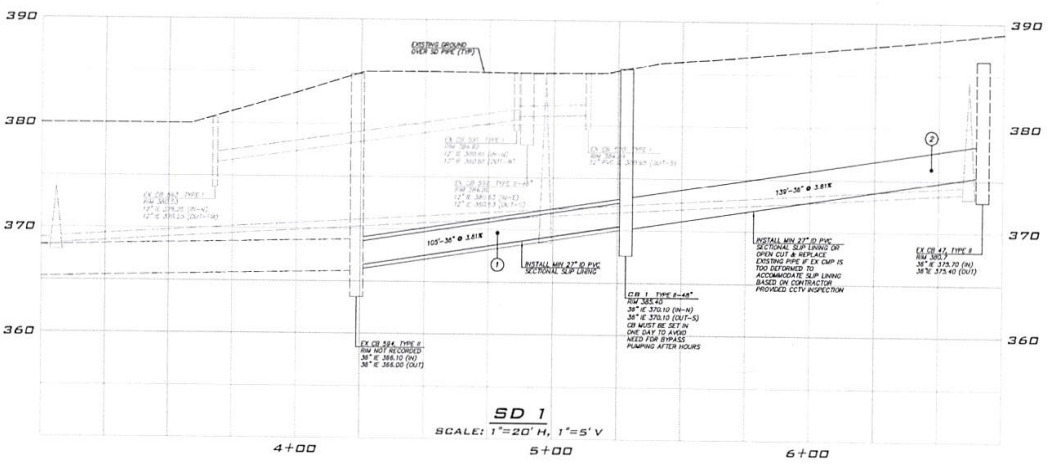
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JOB NUMBER:
17-053
SHEET NAME:
CV-01
SHT 1 OF 3

2/14/18
7:28 AM
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INSPECTION NOTES

1. KNOWN PIPE FAILURE PER TV INSPECTION DATED 12/26/17 (LOCATION APPROXIMATE)
2. KNOWN PIPE FAILURE PER TV INSPECTION DATED 2/12/18 (LOCATION APPROXIMATE)



SD 1
SCALE: 1"=20' H, 1"=5' V

NOTE
EXISTING GRADES AND STRUCTURES DETERMINED FROM GDS AND CITY PROVIDED AS-BUILTS, CONTRACTOR TO VERIFY BEFORE CONSTRUCTION.

SLIP LINING NOTES

1. POT HOLE AS NECESSARY TO LOCATE EXISTING UTILITIES WITHIN LIMIT OF EXCAVATION.
2. EXCAVATE "INSERTION PIT" WITHIN ROW TO EXPOSE AND EVALUATE EXISTING CMP.
3. CUT ACCESS INTO EXISTING CMP TO ASSESS DAMAGE FROM INSERTION PIT TO THE NORTH WITH CONTRACTOR PROVIDED TV INSPECTION.
4. IF, AFTER VERIFICATION, THE NORTH SECTION IS IN SUITABLE CONDITION TO SLURPLE, WORK WILL PROCEED TO SLURPLE BOTH NORTH AND SOUTH OF INSERTION PIT. IF NOT, SLURLINE SHALL BE INSTALLED DOWNSTREAM TO CB 584 AND OPEN CUT EXCAVATION WILL BE UTILIZED TO THE MAXIMUM EXTENT FEASIBLE TO THE NORTH.
5. CLEAN EXISTING CMP TO REMOVE GRAVEL AND DEBRIS AS MUCH AS FEASIBLE.
6. REMOVE EXISTING CMP SECTION IN INSERTION PIT.
7. PUSH NEW PIPE SEGMENTS FROM INSERTION PIT TO EXISTING CATCH BASIN.
8. CUT AND NEW PIPE WITHIN CATCH BASIN FLUSH WITH CATCH BASIN WALL, GROUT AROUND PIPE, AND SEAL PIPE ENDS.
9. GROUT, SEAL, AND PROVIDE SMOOTH TRANSITION ALONG BOTTOM OF CHANNELS.
10. INSTALL NEW CB 1 PER CITY OF MILL CREEK STD DTL STM-2. SET INVERT ELEVATIONS TO PROVIDE CONSTANT SLOPE FROM CB 2 TO CB 3.

RESTORATION NOTES

FOLLOWING REHABILITATION/REPLACEMENT OF EXISTING STORM DRAIN, CONTRACTOR SHALL:

1. PROVIDE PERMANENT TRENCH PATCH PER STD DTL STM-10.
2. REPLACE DISTURBED CURB TO NEAREST EXPANSION JOINTS PER STD DTL STM-2.
3. REPLACE DISTURBED SIDEWALK TO NEAREST JOINTS PER STD DTL STM-3.
4. SEED DISTURBED LAWN AREAS WITH HYDROSEED.

UNDERGROUND UTILITY NOTE

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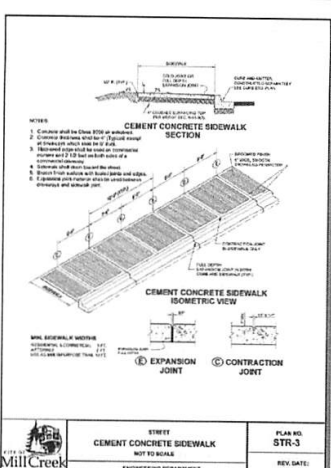
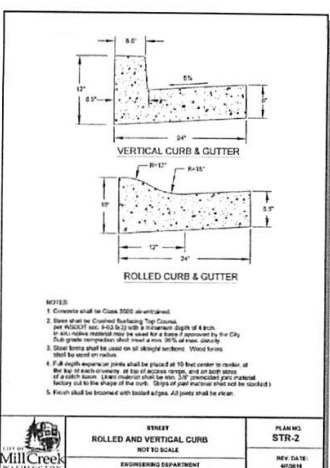
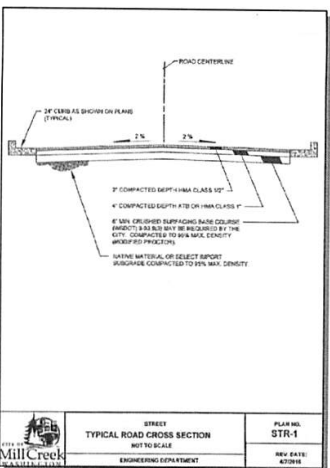
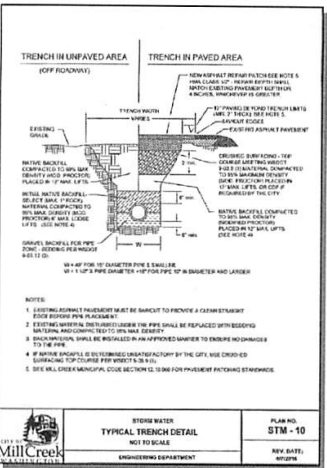
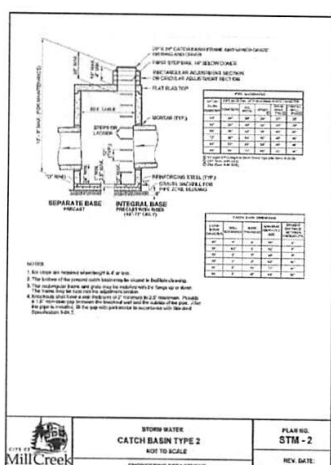
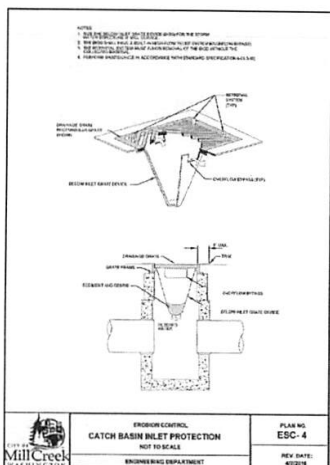
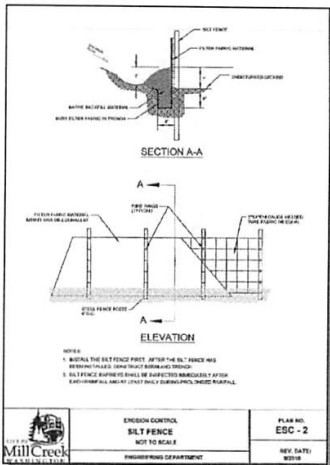
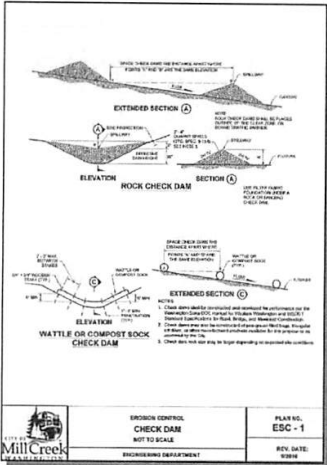
SCALE: AS NOTED
PROJECT MANAGER: DEANNA L. MARTIN PE
PROJECT ENGINEER: ROBERT DAWN
DESIGNER: GARY SORRETT
ISSUE DATE: 2/14/2018

REV	DATE	BY	REVISIONS

STORM PLAN & PROFILE
 SWEETWATER SINKHOLE
 EMERGENCY REPAIR
 CITY OF MILL CREEK WASHINGTON



2/15/18
JOB NUMBER:
17-053
SHEET NAME:
SD-01
SHT 2 OF 3



UNDERGROUND UTILITY NOTE

UNDERGROUND UTILITIES ARE SHOWN IN THE APPROXIMATE LOCATION. THERE IS NO GUARANTEE THAT ALL UTILITY LINES ARE SHOWN, OR THAT THE LOCATION, SIZE AND MATERIAL IS ACCURATE. THE CONTRACTOR SHALL UNCOVER ALL INDICATED SPRING, WARE, CROSSING, INTERFERENCES, OR CONNECTIONS OCCUR PRIOR TO TRENCHING OR EXCAVATION FOR ANY PIPE OR STRUCTURES. TO DETERMINE ACTUAL LOCATION, SIZE AND MATERIAL, THE CONTRACTOR SHALL MAKE THE APPROPRIATE PROVISION FOR PROTECTION OF SAID FACILITIES. THE CONTRACTOR SHALL NOTIFY ONE CALL AT 8-1-1 (WASHINGTON) AND ARRANGE FOR FIELD LOCATION OF EXISTING FACILITIES BEFORE CONSTRUCTION.

2/15/18

SHEET NUMBER
17-053

SHEET NAME
DT-01

SHT 3 OF 3

BLUELINE

SCALE:
AS SHOWN

PROJECT MANAGER:
SEANNA L. HARRIS, PE

PROJECT ENGINEER:
ROBERT DAWN

DESIGNER:
CARRIE CORRETT

ISSUE DATE:
2/14/2018

REVISIONS

NO. DATE BY

DETAILS

SWEETWATER SINKHOLE
EMERGENCY REPAIR

CITY OF MILL CREEK WASHINGTON

MILL CREEK ENGINEERING DEPARTMENT

2/15/18

SHEET NUMBER
17-053

SHEET NAME
DT-01

SHT 3 OF 3

**CITY OF MILL CREEK CONTRACT NO. _____
SMALL PUBLIC WORKS CONTRACT
FOR
SWEETWATER RANCH EMERGENCY SINKHOLE REPAIR PROJECT**

THIS SMALL PUBLIC WORKS CONTRACT ("Contract") dated _____, 20__ is effective on the date the Contract is fully executed by the Parties. The Parties to this Contract are the CITY OF MILL CREEK, a Washington municipal corporation ("City") and, **Shoreline Construction PO Box 358 Woodinville, WA 98072** ("Contractor").

A. The City desires to retain Contractor to furnish all labor and materials necessary to perform the Sweetwater Ranch Emergency Sinkhole Repair Project ("Project"); and

B. The Contractor desires to furnish all labor and materials necessary to perform the Project pursuant to the terms contained in this Contract, and Contractor has the requisite skill and experience to perform such work.

NOW, THEREFORE, the parties ("Parties") agree to the following terms and conditions:

1. SERVICES BY CONTRACTOR

1.1 Description of Work. Contractor shall perform all work and furnish all tools, materials, supplies, equipment, labor and other items incidental thereto necessary for completion of the Project as described in the Schematic Plans and Memo to Contractors, which are attached hereto and incorporated by this reference as Exhibit A ("Work"). The Work shall be completed to the City's satisfaction no later than the Completion Date stated in Section 2. No Work shall be performed before the effective date of this Contract.

1.2 Performance Standard. Contractor shall perform the Work in a manner consistent with accepted practices for other properly licensed contractors.

1.3 Compliance with Laws. Contractor shall perform the Work in accordance with all applicable federal, state and City laws, including but not limited to all City ordinances, resolutions, standards or policies, as now existing or hereafter adopted or amended, and obtain all necessary permits and pay all permit, inspection or other fees, at its sole cost and expense.

1.4 Change Orders. The City may, at any time, without notice to sureties, order changes within the scope of the Work. Contractor agrees to fully perform any such alterations or additions to the Work. All such change orders shall be in the form of the Contract Change Order Agreement attached hereto as Exhibit B, which shall be signed by both the Contractor and the City, shall specifically state the change in the Work, the completion date for such changed Work, and any increase or decrease in the compensation to be paid to Contractor as a result of such change in the Work. Adjustments to the completion date and compensation for any change agreed to by the City and Contractor on a particular change order shall constitute full and total compensation for such change and for the cumulative effect of that and previous changes, and no other claim or cost shall be made on as a result of such change. If Contractor disagrees with the adjustments to the completion date and compensation, it must provide the City with a notice of claim as stated in Section 1.5. Oral change orders shall not be binding upon the City unless confirmed in writing by the City.

1.5 Notice of Claims. If the Contractor intends to assert a claim against the City, including claims for additional payment or time extension, Contractor shall, within five (5) days after the event giving rise to the claim, submit to the City a written statement setting forth the general nature and monetary extent of such claim; provided the City, in its sole discretion, may extend such five (5) day submittal period upon request by the Contractor. The Contractor shall supply such supporting documents and analysis for the claims as the City may require to determine if the claims and costs have merit. No claim will be allowed for any costs incurred more than five (5) days before the Contractor gives written notice as required. No claim by the Contractor will be allowed if asserted after final payment under this Contract.

1.6 Work and Materials Omitted. The Contractor shall, when directed in writing by the City, omit work, services, and materials to be furnished under the Contract and the value of the omitted work and materials will be deducted from the Contract Price and the Contract Time will be reviewed if appropriate. The value of the omitted work, services and materials will be a lump sum or unit price, as mutually agreed upon in writing by the Contractor and the City. If the parties cannot agree on an appropriate deduction, the City reserves the right to issue a unilateral change order adjusting the price and the delivery schedule.

1.7 Utility Location. Contractor is responsible for locating any underground utilities affected by the Work and is deemed to be an excavator for purposes of Chapter 19.122 RCW, as amended. Contractor shall be responsible for compliance with Chapter 19.122 RCW, including utilization of the "one call" locator system before commencing any excavation activities.

1.8 Air Environment. Contractor shall fully cover any and all loads of loose construction materials including without limitation, sand, dirt, gravel, asphalt, excavated materials, construction debris, etc., to protect said materials from air exposure and to minimize emission of airborne particles to the ambient air environment within the City of Mill Creek.

2. CONTRACT TIME

2.1 Completion Date. This Contract shall commence on the effective date of this Contract and continue until the Work is completed, but no later than **twenty (20) working days following Notice To Proceed** ("Completion Date"), or as otherwise agreed to in writing by the parties. The time between the effective date and the Completion Date shall be the "Contract Time."

2.2 Liquidated Damages. Contractor acknowledges the City will foreseeably suffer damages in the event Contractor fails to timely achieve the Completion Date. Thus, if Contractor fails to complete the Work within the time specified, including any authorized extension thereof, then Contractor and its surety hereby agree, as partial consideration for the awarding of this Contract, to pay the City in accordance with the formula in the current edition of the WSDOT Standard Specifications Section 1-08.9 for each consecutive calendar day the Work remains uncompleted after the Completion Date, not as a penalty, but as liquidated damages. The parties agree that such sum represents a genuine and reasonable pre-estimate of the damages the City will suffer from Contractor's failure to timely deliver the conforming Work. Damages under this Section 2.2 may be deducted by the City from any payment owing to Contractor, or are otherwise payable by Contractor to the City within thirty (30) days after demand.

3. WARRANTY

3.1 Requisite Skill. The Contractor warrants that it has the requisite skill to complete the Work, and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Mill Creek by obtaining a City of Mill Creek business license. Contractor represents that it has visited the site and is familiar with all of the plans and specifications in connection with the completion of the Work.

3.2 Defective Work. The Contractor shall, at its sole cost and expense, correct all Work which the City deems to have defects in workmanship and material discovered within one (1) year after the City's final acceptance of the Work.

4. COMPENSATION

4.1 Total Compensation. The City agrees to pay the Contractor as set forth in the Bid Form submitted by the Contractor and attached and incorporated by reference as Exhibit C, including local and Washington State sales tax that the Contractor is required by law to collect from the City for the Work. In any event, the total compensation paid to Contractor shall not exceed **Two Hundred and Twenty-Thousand Dollars (\$220,000.00)**, which includes applicable local and Washington State sales tax ("Contract Price"). The Project Cost shall not exceed this amount without prior written authorization from the City in accordance with City Policy No. CCP 96-002.

4.2 Method of Payment. Subject to the total compensation described in Section 4.1, the City will make payment based on the actual quantities properly performed by the Contractor as such quantities are determined by the City's inspector, multiplied by the unit prices stated in the Bid Form attached as Exhibit C. Payment for Work performed by the Contractor during any month shall be made by the City within thirty (30) days after the end of that month, and be subject to retainage and the City's right to withhold payment pursuant to this Contract or applicable law.

4.3 Contractor Responsible for Taxes. Except as otherwise provided in Section 4.1, the Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Contract.

4.4 Nonpayment. The City shall have the right to withhold payment to the Contractor for any of the Work not completed in a workmanlike manner, in the City's sole discretion, which shall be withheld until such time as Contractor modifies or repairs the Work so that the Work is acceptable to the City.

4.5 Retainage. Pursuant to Chapter 60.28 RCW, five percent (5%) of all payments to the Contractor shall be retained by the City to assure payment of Contractor's state taxes as well as payment of subcontractors, suppliers and laborers. Pursuant to Section 10, this amount may be increased to ten percent (10%) for projects with a Contract Price of \$150,000 or less. Upon execution of this Contract, Contractor shall complete, execute and deliver to the City the Contractor's Retainage Agreement attached hereto as Exhibit D. If the form is not returned before the first payment is due, Contractor agrees to retainage being held in a non-interest bearing fund by the public body until released in accordance with applicable state statutes. If Contractor has met all requirements of applicable laws and regulations regarding release of retainage, and all claims filed against retainage have been resolved, the City will release retainage 60 days following the Completion Date.

5. EQUAL OPPORTUNITY EMPLOYER

In all Contractor services, programs or activities, and all Contractor hiring and employment made possible by or resulting from this Contract, there shall be no discrimination by Contractor or by Contractor's employees, agents, subcontractors or representatives against any person because of sex, sexual orientation, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, 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. Contractor shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Contract by the City and, in the case of the Contractor's breach, may result in ineligibility for further City agreements.

6. INDEPENDENT CONTRACTOR/CONFLICT OF INTEREST

It is the intention and understanding of the Parties that the Contractor shall be an independent contractor and that the City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes as due. Industrial or any other insurance which is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Contract to an employment contract. It is recognized that Contractor may perform work during the Term of this Contract for other third parties; provided, however, that such performance of other work shall not conflict with or interfere with the Contractor's ability to perform the Work. Contractor agrees to resolve any such conflicts of interest in favor of the City.

7. TERMINATION

Prior to the expiration of the Term, this Contract may be terminated immediately, with or without cause by the City. In the event of termination by the City where the Contractor has not breached its obligations, the City will pay the Contractor for the value of the Work properly performed prior to termination, and in no event shall such amount exceed the Contract Price, including executed Change Orders. In the event of termination by the City for cause, the City may, without prejudice to any other remedy the City may have, take possession of the Site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor and may finish the Work by whatever method the City may deem expedient. If the costs of finishing the Work exceed the unpaid balance of the Contract Price owed to Contractor for work properly performed, Contractor shall pay the difference to the City within thirty (30) days of receipt of the City's invoice.

8. INDEMNIFICATION

8.1 Contractor Indemnification. The Contractor agrees to indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees associated therewith or associated with successfully establishing the right to indemnification) to or by any and all persons or entities arising out of, resulting from Contractor, its Work under this Contract, or its default of this Contract.

To the extent of the foregoing indemnity, and solely as respects bodily injury claims by employees of Contractor or its Subcontractors that fall within the scope of the foregoing indemnity, Contractor expressly waives its immunity under industrial insurance laws, including but not limited to Title 51 of the Revised Code of Washington, with respect to injuries or death suffered by employees of Contractor or any Subcontractor thereof.

CONTRACTOR AND CITY EXPRESSLY AGREE THAT EACH HAS READ AND REVIEWED THIS SECTION ENTITLED INDEMNIFICATION, THAT THIS SECTION HAS BEEN THE SUBJECT OF NEGOTIATION BETWEEN THE PARTIES, AND THAT CONTRACTOR AGREES TO BE BOUND BY THE TERMS THEREOF.

Nothing contained in this Section 8.1 shall require Contractor to hold harmless, pay the defense costs, or indemnify the City for the sole negligence of the City, its agents, or employees. Further, in the case of concurrent negligence of (a) the Contractor, its agents, or employees; and (b) the City, its agents, or employees, this Section 8.1 shall only require Contractor to hold harmless, pay the defense costs, and indemnify the City to the extent of the negligence of the Contractor, its agents, or employees.

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

9. INSURANCE

The Contractor agrees to carry as a minimum, the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Work by Contractor, its agents, representatives, employees or subcontractors with a carriers having a current A.M. Best rating of not less than A:VII:

9.1 Workers' Compensation and Employer's Liability Insurance in amounts sufficient pursuant to the laws of the State of Washington.

9.2 Commercial general liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Commercial General Liability insurance policy with respect to the Work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured

Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage with limits of no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

9.3 Automobile liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on 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 with combined single limits for bodily injury and property damage of not less than \$1,000,000 per accident.

9.4 **Asbestos Abatement or Hazardous Materials.** If asbestos abatement or hazardous materials work is performed, Contractor shall review coverage with the City's attorney and provide scope and limits of coverage that are appropriate for the scope of Work and are satisfactory to the City. Contractor shall not commence any Work until its coverage has been approved by the City Attorney.

9.5 The City shall be named as additional insured on all such insurance policies, with the exception of workers' compensation coverages. Contractor shall provide certificates of insurance, concurrent with the execution of this Contract, evidencing such coverage and, at City's request, furnish the City with copies of all insurance policies and with evidence of payment of premiums or fees of such policies. All insurance policies shall contain a clause of endorsement providing that they may not be terminated or materially amended during the Term of this Contract, except after thirty (30) days prior written notice to the City. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor. Contractor's failure to maintain such insurance policies shall be grounds for the City's immediate termination of this Contract.

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

10. PERFORMANCE/PAYMENT BOND OR ADDITIONAL RETAINAGE

Pursuant to RCW 39.08.010 and prior to commencing work on each awarded project, Contractor shall provide the City with a Performance/Payment Bond in an amount sufficient to fully cover the Contractor's performance of all provisions of this Contract and the payment of all laborers and suppliers for each project to which the Contract bond applies. The Contract bond(s) shall be in a form attached hereto as Exhibit E. The Contract bond(s) shall assure that the Contractor will faithfully perform all of the provisions of the Contract as well as pay all laborers, mechanic subcontractors, materialmen and suppliers. Contractor's obligations under this Contract shall not be limited to the bond amount(s). If Contract Price is \$150,000 or less, Contractor authorizes the City, in lieu of the bond, to retain 10% of the Contract Price in accordance with RCW 39.08.010(3).

11. SAFETY

Contractor shall take all necessary precautions for the safety of its employees on the work site and shall comply with all applicable provisions of federal, state and municipal safety and health laws and codes, including without limitation, all OSHA/WISHA requirements, Safety and Health Standards for Construction Work (Chapter 296-155 WAC), General Safety and Health Standards (Chapter 296-24 WAC), and General Occupational Health Standards (Chapter 296-62 WAC). Contractor shall erect and properly maintain, at all times, all necessary guards, barricades, signals and other safeguards at all unsafe places at or near the Work for the protection of its employees and the public, safe passageways at all road crossings, crosswalks, street intersections, post danger signs warning against known or unusual hazards and do all other things necessary to prevent accident or loss of any kind. Contractor shall protect from damage all water, sewer, gas, steam or other pipes or conduits, and all hydrants and all other property that is likely to become displaced or damaged by the execution of the Work. The Contractor shall, at its own expense, secure and maintain a safe storage place for its materials and equipment and is solely responsible for the same.

12. PREVAILING WAGES

12.1 Wages of Employees. This Contract is subject to the minimum wage requirements of Chapter 39.12 of the Revised Code of Washington, as now existing or hereafter amended or supplemented. In the payment of hourly wages and fringe benefits to be paid to any of Contractor's laborers, workpersons and/or mechanics, Contractor shall not pay less than the "prevailing rate of wage" for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed, as determined by the Industrial Statistician of the Department of Labor and Industries of the State of Washington, which "prevailing rates of wage" are available on the Department of Labor and Industries website at: <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp> and available in paper form upon request to the City. Prevailing wages paid pursuant to this Contract shall be the prevailing wage rates which are in effect on the date when the Contractor's bid, proposal, or quote was requested to be submitted to the City.

12.2 Reporting Requirements. Contractor shall comply with all reporting requirements of the Department of Labor and Industries of the State of Washington. Upon the execution of this Contract, Contractor shall complete and file a Statement of Intent to Pay Prevailing Wages with the Department of Labor and Industries. Upon completion of the Work, Contractor shall complete and file an Affidavit of Wages Paid with the Department of Labor and Industries. Contractor shall deliver copies of both the Statement of Intent to Pay Prevailing Wages and the Affidavit of Wages Paid, certified by the Department of Labor and Industries, to the City.

12.3 Disputes. In the event any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be resolved by the City and the Contractor, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State of Washington and the decision therein shall be final and conclusive and binding on all parties involved in the dispute.

13. FAILURE TO PAY SUBCONTRACTORS

In the event the Contractor shall fail to pay any subcontractors or laborers, or fail to pay for any materials, the City may terminate this Contract and/or the City may withhold from the money which may be due the Contractor an amount necessary for the payment of such subcontractors, laborers, or materials.

14. SUBCONTRACTOR RESPONSIBILITY

Contractor shall verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria required by RCW 39.04.350 and any supplemental responsibility that Contractor was required to meet as part of the bid for this Contract. This verification requirement must be included in every public works subcontract or every tier.

15. OWNERSHIP OF DOCUMENTS

All reports, plans, specifications, data, maps and documents produced by the Contractor to the City in the performance of this Contract, whether in draft or final form and whether written, computer or other form, shall be the property of the City. To the extent it is determined any other records held by the Contractor relating to the Work are subject to the Washington Public Records Act (RCW 42.56), the Contractor shall promptly deliver such records to the City for purpose of responding to a public records request. This section shall survive termination of this Contract.

16. CONFIDENTIALITY

If it is necessary to provide proprietary information, the Contractor shall clearly mark the information on each page of the document(s) as "Proprietary and Confidential". The City is subject to laws regarding the disclosure of public records and documents. Proposals and other materials, submitted by the Contractor become public record and may be subject to public disclosure, in whole or in part, and may be released by the City in the event of a request for disclosure. In the event the City receives a public record request for information and the Contractor has marked the requested document as "Proprietary and Confidential", the City shall notify the

Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information; provided that the Contractor shall be solely responsible for all attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney's fees or penalty assessments under Chapter 42.56 RCW for withholding or delaying public disclosure of such information.

17. BOOKS AND RECORDS

The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this Contract and such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Contract. These records shall be subject at all reasonable times to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Contract.

18. CLEAN UP

At any time ordered by the City and immediately after completion of the Work, the Contractor, shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. In the event the Contractor fails to perform the necessary clean up, the City may, but in no event is it obligated to, perform the necessary clean up and the costs thereof shall be immediately paid by the Contractor to the City and/or the City may deduct its costs from any remaining payments due to the Contractor.

19. GENERAL PROVISIONS

19.1 Entire Contract. The Contract documents contain all of the agreements of the Parties with respect to any matter covered or mentioned in this Contract and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose.

19.2 Modification. No provision of this Contract may be amended or added to except by written agreement and signed by the Parties or their respective agents or successors in interest.

19.3 Full Force and Effect. Any provision of this Contract which is declared invalid, void or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

19.4 Assignment. The Contractor shall not transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the City. In the event the City consents to any such assignment or transfer, such consent shall in no way release the Contractor from any of its obligations or liabilities under this Contract.

19.5 Successors In Interest. Subject to the preceding Subsection, this Contract shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns.

19.6 Attorney's Fees. In the event the City or the Contractor defaults on the performance of any terms in this Contract, and the Contractor or City places the enforcement of the Contract or any part thereof, or the collection of any monies due, or to become due hereunder, or recovery of possession of any belongings, in the hands of an attorney, or file suit upon the same, each Party shall pay all its own attorneys' fees, costs and expenses. The venue for any dispute related to this Contract shall be King County, Washington.

19.7 No Waiver. Failure of the City to declare any breach or default immediately upon occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

19.8 Governing Law. This Contract shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.

19.9 Authority. Each individual executing this Contract on behalf of the City and Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Contract on behalf of the Contractor or City.

19.10 Notices. Any notices required to be given by the City to Contractor or by the Contractor to the City shall be delivered to the Parties at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth herein. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

19.11 Captions. The respective captions of the Sections of this Contract are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect in any respect any of the provisions of this Contract.

19.12 Performance. Time is of the essence of this Contract and each and all of its provisions in which performance is a factor. Adherence to completion dates is essential to the Contractor's performance of this Contract.

19.13 Conflicting Provisions. In the event of a conflict between the terms and provisions of any of the Contract documents, the City Manager or his or her designee shall issue an interpretation of the controlling document, which interpretation shall be final and binding.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Contract the _____ day of

_____, 2018.

CITY OF MILL CREEK

By: _____
Rebecca Polizzotto, City Manager

ATTEST:

Gina Pfister, Acting City Clerk

APPROVED AS TO FORM:

Scott Missall, City Attorney

SHORELINE CONSTRUCTION

By: _____
(Signature)

Douglas J. Suzuki
(Printed Signature Name and Title)

Address
PO BOX 358 Woodinville, WA 98072

Phone
425.483.0600

91-0515837
(Federal Tax ID #)

**EXHIBIT A
PLANS & MEMO TO CONTRACTORS (Attached) AND CURRENT EDITION OF WSDOT STANDRAD
SPECIFICATIONS (Included by Reference)**



MEMORANDUM

DATE: February 15, 2018
TO: Prospective Contractor
FROM: Deanna Martin, PE (on behalf of the City of Mill Creek)
RE: Sweetwater Ranch Emergency Sinkhole Repair

The City of Mill Creek is declaring an emergency work order to rehabilitate/replace ±250 LF of existing 36-inch CMP and perform associated roadway, curb, gutter, sidewalk and lawn restoration. Blueline is representing the City of Mill Creek under an on-call services contract.

The City was notified in December of 2017 of a sinkhole that developed in front of 1328 144th St SE (Sweet Water Ranch neighborhood). The sink hole extended from the south side of the road (adjacent to the curb), underneath the concrete sidewalk and into the resident's front yard. County crews (under emergency response mutual aid agreement) conducted temporary repair work. The sinkhole cause was determined to be a failed coupler and damaged pipe sections: 36-inch diameter corrugated metal pipes (depths vary between 10 to 16 feet). The sinkhole developed once again in late January. A site visit indicated soft areas behind the sidewalk on the north side of 144th St SE above the exiting 36-inch CMP as well.

The City attempted additional CCTV inspections but the operator was unable to proceed further than ±20 south of existing CB 47 due to a hole in the bottom of the existing 36-inch CMP. Blueline has prepared schematic design plans based on LIDAR and City asbuilts to outline a scope of work for the Contractor that will be paid per force account per WSDOT Standard Specifications Section 1-09.6. The anticipated scope of work is as follows:

1. Mobilization and installation of erosion control measures.
2. Excavate at location of proposed catch basin.
3. Contractor to provide CCTV inspection of the existing 36-inch CMP between the county repair location and CB 47 by accessing the existing 36-inch CMP directly from excavation (i.e. windowing).
4. City, Contractor and Inspector meet to discuss feasibility of sliplining this segment or if open cut excavation will be needed to replace 36-inch CMP.
5. Perform segmented sliplining including grouting (and open cut excavation storm pipe replacement, if required).
6. Set new catch basin and connect to storm pipes upstream and downstream of structure.

BLUELINE



7. Replace disturbed curb, gutter, and sidewalk.
8. Perform permanent HMA trench patch on disturbed section of 144th St SE.
9. Hydroseed disturbed lawn areas and perform any other necessary property restoration.

The Contractor will also be responsible for providing traffic control and maintaining access in accordance with WSDOT Standard K plans and/or MUTCD as appropriate and bypass pumping for the catch basin installation and open cut excavation/replacement of existing CMP if needed. The Contractor will also be responsible for adhering to the City Mill Creek Municipal Code and Design Standards, as well as WSDOT Standard Specifications.

The Contractor will be responsible for haul and disposal of surplus materials. The City is only intending to permanent patch the disturbed areas of 144th St SE. Realizing the depths of excavation will most likely not allow for rubber tracked excavators, the City encourages the Contractor to use plywood sheeting or other means of minimizing disturbance from metal tracked equipment on 144th St SE.

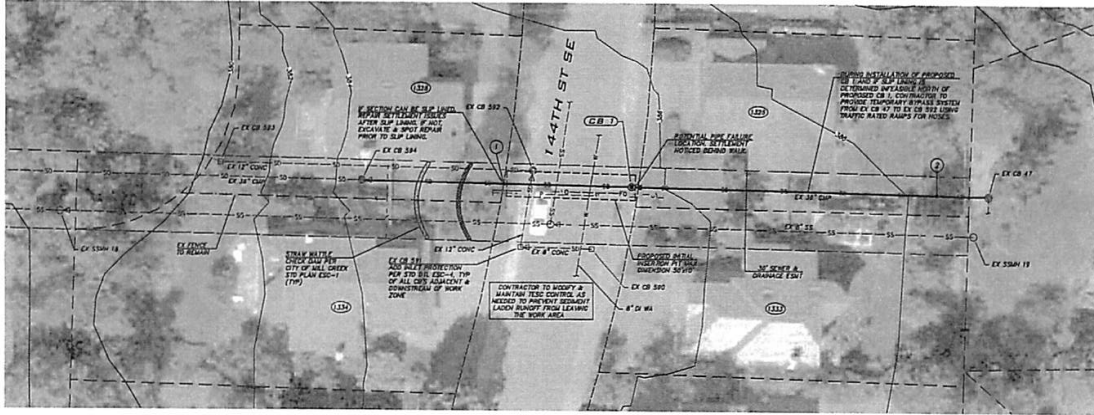
As this project will be completed as an emergency repair project, a public bidding process is not required. The Contractor shall submit a proposed schedule of work assuming Notice To Proceed will be issued on March 14, 2018 and a list of anticipated crew members and equipment to be used with associated force account rates to Blueline via email by 5:00 pm, Thursday, February 22, 2018.

Photos of the repair performed by the County and limited CCTV inspections of the pipe south of the repair area are available for viewing on Blueline's ftp site using the link below:

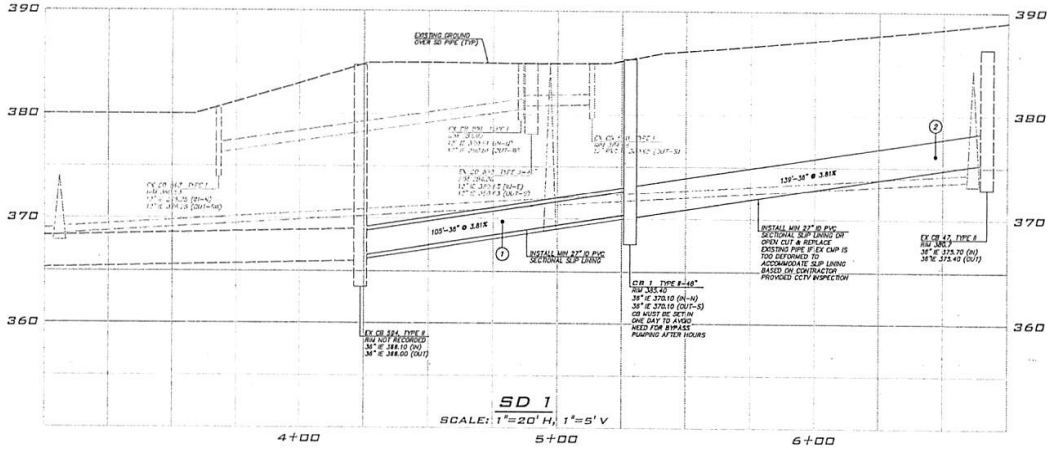
<ftp://millcreek:M11Cr33k@ftp.thebluelinegroup.com>

Please address any questions to Deanna Martin, 425.223.0089 or dmartin@thebluelinegroup.com, or Rob Dahn, 716.672.9769, rdahn@thebluelinegroup.com. Thank you.

BLUELINE



INSPECTION NOTES	
①	KNOWN PIPE FAILURE PER TV INSPECTION DATED 12/26/17 (LOCATION APPROXIMATE)
②	KNOWN PIPE FAILURE PER TV INSPECTION DATED 2/12/18 (LOCATION APPROXIMATE)



NOTE
EXISTING GRADES AND STRUCTURES DETERMINED FROM GIS AND CITY PROVIDED AS-BUILTS. CONTRACTOR TO VERIFY BEFORE CONSTRUCTION.

- SLIP LINING NOTES**
1. POTHOLE AS NECESSARY TO LOCATE EXISTING UTILITIES WITHIN LIMIT OF EXCAVATION.
 2. EXCAVATE "INSERTION PIT" WITHIN ROW TO EXPOSE AND EVALUATE EXISTING CMP.
 3. CUT ACCESS INTO EXISTING CMP TO ASSESS DAMAGE FROM INSERTION PIT TO THE NORTH WITH CONTRACTOR PROVIDED TV INSPECTION.
 4. IF, AFTER VERIFICATION, THE NORTH SECTION IS IN SUITABLE CONDITION, TO SLURRY, WORK WILL PROCEED TO SLURRY BOTH NORTH AND SOUTH OF INSERTION PIT. IF NOT, SLURRY SHALL BE INSTALLED DOWNSTREAM TO CB 554 AND OPEN CUT EXCAVATION WILL BE UTILIZED TO THE MAXIMUM EXTENT FEASIBLE TO THE NORTH.
 5. CLEAN EXISTING CMP TO REMOVE GRAVEL AND DEBRIS AS MUCH AS FEASIBLE.
 6. REMOVE EXISTING CMP SECTION IN INSERTION PIT.
 7. PUSH NEW PIPE SEGMENTS FROM INSERTION PIT TO EXISTING CATCH BASIN.
 8. CUT/END NEW PIPE WITHIN CATCH BASIN FLUSH WITH CATCH BASIN WALL, GROUT AROUND PIPE, AND SEAL PIPE ENDS.
 9. GROUT, SEAL, AND PROVIDE SMOOTH TRANSITION ALONG BOTTOM OF CHANNELS.
 10. INSTALL NEW CB 1 PER CITY OF MILL CREEK STD. DTL. STM-2. SET INVERT ELEVATIONS TO PROVIDE CONSTANT SLOPE FROM CB 2 TO CB 3.

- RESTORATION NOTES**
- FOLLOWING REHABILITATION/REPLACEMENT OF EXISTING STORM DRAIN, CONTRACTOR SHALL:
1. PROVIDE PERMANENT TRENCH PATCH PER STD DTL. STM-10.
 2. REPLACE DISTURBED CURB TO NEAREST EXPANSION JOINTS PER STD DTL. STR-2.
 3. REPLACE DISTURBED SIDEWALK TO NEAREST JOINTS PER STD DTL. STR-3.
 4. SEED DISTURBED LAWN AREAS WITH HYDRASEED.

UNDERGROUND UTILITY NOTE

UNDERGROUND UTILITIES ARE SHOWN IN THE APPROPRIATE LOCATION. THERE IS NO GUARANTEE THAT ALL UTILITY LINES ARE SHOWN, OR THAT THE LOCATION, SIZE AND MATERIAL IS ACCURATE. THE CONTRACTOR SHALL UNCOVER ALL INDICATED PIPING WHERE CROSSING, INTERFERENCES, OR CONNECTIONS OCCUR PRIOR TO TRENCHING OR EXCAVATION FOR ANY PIPE OR STRUCTURES. TO DETERMINE ACTUAL LOCATIONS, SIZE AND MATERIAL, THE CONTRACTOR SHALL MAKE THE APPROPRIATE PROVISION FOR PROTECTION OF SAID FACILITIES. THE CONTRACTOR SHALL NOTIFY ONE CALL AT 8-1-1 (WASHINGTON.COM) AND ARRANGE FOR FIELD LOCATION OF EXISTING FACILITIES BEFORE CONSTRUCTION.



SCALE:
AS NOTED
PROJECT MANAGER:
DEANNA L. MARTIN, P.E.
PROJECT ENGINEER:
ROBERT DAWM
DESIGNER:
CAROL DODGETT
ISSUE DATE:
2/14/2018

NO.	DATE	BY	REVISIONS

STORM PLAN & PROFILE
SWEETWATER SINKHOLE
EMERGENCY REPAIR
CITY OF MILL CREEK WASHINGTON

2/16/18
JOB NUMBER:
17-053
SHEET NAME:
SD-01
SHT 2 OF 3

**EXHIBIT B
CONTRACT CHANGE ORDER AGREEMENT FORM**

N/A

**EXHIBIT C
CONTRACTOR'S BID FORM - N/A**

Shoreline Construction agrees to complete the work of this contract in accordance with the current edition of WSDOT Standard Specifications Section 1-09.6 Force Account. Shoreline Construction's burdened wage rates for labor and equipment rates are attached as Exhibit C.

ID	MFG	Model	Ownership Cost	Operating Cost	Standby Cost	Idling Cost	FHWA
Excavator							
500	Hitachi	UH083 LC	\$40.42	\$38.90	\$20.21	\$51.35	\$79.32
502	Kobelco	K912LC MARK II	\$54.76	\$62.35	\$27.38	\$79.26	\$117.11
504	Komatsu	PC100-6	\$27.68	\$25.15	\$13.84	\$35.17	\$52.83
505	Hitachi	EX200LC-3	\$56.20	\$48.05	\$28.10	\$70.45	\$104.25
506	Komatsu	PC400LC-6	\$102.96	\$90.70	\$51.48	\$135.99	\$193.66
507	Komatsu	PC200LC-6	\$48.85	\$44.05	\$24.42	\$63.21	\$92.90
508	Komatsu	PC100-6	\$27.68	\$25.15	\$13.84	\$35.17	\$52.83
514	Komatsu	PC128US-2	\$37.52	\$31.00	\$18.76	\$45.48	\$68.52
516	Komatsu	PC128US-2	\$37.52	\$31.00	\$18.76	\$45.48	\$68.52
517	Komatsu	PC308USLC-3	\$70.84	\$57.40	\$35.42	\$91.02	\$128.24
518	Komatsu	PC128UU-2	\$38.80	\$30.80	\$19.40	\$46.76	\$69.60
521	Komatsu	PC228USLC-3	\$56.66	\$46.85	\$28.33	\$72.64	\$103.51
522	Komatsu	PC600LC-7	\$118.79	\$114.40	\$59.40	\$162.33	\$233.19
523	Komatsu	PC138USLC-8	\$43.61	\$33.10	\$21.80	\$52.12	\$76.71
Loader / Backhoe / Skidsteer							
603	Komatsu	WA320-3	\$26.99	\$29.85	\$16.19	\$40.31	\$56.84
604	Thomas	175	\$15.57	\$14.25	\$5.30	\$20.90	\$29.82
606	Deere	544H	\$21.30	\$24.45	\$12.78	\$32.06	\$45.75
607	Takeuchi	TL150	\$21.91	\$18.90	\$10.52	\$31.13	\$40.81
608	Case	821B	\$27.75	\$32.80	\$16.65	\$43.06	\$60.55
609	Komatsu	WA320-7	\$32.13	\$29.10	\$19.28	\$45.70	\$61.23
610	Komatsu	WA320-7	\$32.13	\$29.10	\$19.28	\$45.70	\$61.23
704	Case	580L	\$13.19	\$18.70	\$6.73	\$23.02	\$31.89
705	Case	580M	\$16.49	\$19.25	\$8.74	\$25.49	\$35.74

ID	MFG	Model	Ownership Cost	Operating Cost	Standby Cost	Idling Cost	FHWA
Truck							
317 PB	Pete	Dump	\$23.01	\$44.35	\$15.65	\$51.79	\$67.36
321	Ford	Flatbed	\$10.43	\$34.35	\$7.09	\$36.77	\$44.78
323 KW	KW	Dump	\$23.01	\$44.35	\$15.65	\$51.79	\$67.36
325	Intl	Rodder	\$9.63	\$16.30	\$6.55	\$19.70	\$25.93
334	GMC	5 cy	\$12.76	\$22.00	\$8.68	\$27.15	\$34.76
335 Mack	Mack	Dump	\$23.01	\$44.35	\$15.65	\$51.79	\$67.36
339	Ford	Fuel	\$11.26	\$24.60	\$7.66	\$27.05	\$35.86
347	Intl	Service	\$9.63	\$16.30	\$6.55	\$19.70	\$25.93
349	Intl	Service	\$9.63	\$16.30	\$6.55	\$19.70	\$25.93
354	Intl	Service	\$9.63	\$16.30	\$6.55	\$19.70	\$25.93
355 KW	KW	Dump	\$23.01	\$44.35	\$15.65	\$51.79	\$67.36
363	Intl	Service	\$9.63	\$16.30	\$6.55	\$19.70	\$25.93
365 PB	Pete	Dump	\$23.01	\$44.35	\$15.65	\$51.79	\$67.36
367 KW	KW	Tractor	\$21.39	\$37.45	\$11.76	\$45.32	\$58.84
375	Intl	Service	9.63	16.3	6.55	19.7	25.93
382 KW	KW	Dump	23.01	44.35	15.65	51.79	67.36
Pickup							
303	Chev	C3500	\$4.66	\$13.70	\$3.31	\$15.11	\$18.36
322	Chev	C3500	\$5.74	\$17.25	\$4.07	\$19.14	\$22.99
329	Chev	1 Ton	\$4.66	\$13.70	\$3.31	\$15.11	\$18.36
346	GMC	1500	\$4.48	\$11.40	\$3.18	\$13.01	\$15.88
371	Chev	1500	\$4.48	\$11.40	\$3.18	\$13.01	\$15.88
373	Chev	1500	\$4.48	\$11.40	\$3.18	\$13.01	\$15.88
376	Chev	2500	\$5.25	\$16.40	\$3.73	\$17.98	\$21.65
389	Chev	2500	\$5.25	\$16.40	\$3.73	\$17.98	\$21.65

ID	MFG	Model	Ownership Cost	Operating Cost	Standby Cost	Idling Cost	FHWA
Trailer							
312	Trailmax	Tilt 20 ton	\$5.55	\$3.95	\$3.94	\$5.55	\$9.50
318	Truckweld	3-Axle	\$9.60	\$5.85	\$4.90	\$9.60	\$15.45
324	Sturdyweld	4-Axle	\$10.80	\$6.30	\$5.51	\$10.80	\$17.10
326	Olympic	Tilt 30 ton	\$7.39	\$5.05	\$5.25	\$7.39	\$12.44
336	Sturdyweld	3-Axle	\$9.60	\$5.85	\$4.90	\$9.60	\$15.45
356	Beall	4-Axle	\$10.80	\$6.30	\$5.51	\$10.80	\$17.10
360	Eager	Lowboy	\$13.99	\$8.70	\$9.51	\$13.99	\$22.69
362	Truckweld	4-Axle	\$10.80	\$6.30	\$5.51	\$10.80	\$17.10
365	Pup 3 Axle	3-Axle	\$9.60	\$5.85	\$4.90	\$9.60	\$15.45
366	Sturdyweld	4-Axle	\$10.80	\$6.30	\$5.51	\$10.80	\$17.10
370	Olympic	Tilt 6 ton	\$2.49	\$2.30	\$1.76	\$2.49	\$4.79
372	Beall	Water Trailers	\$9.39	\$6.90	\$6.38	\$9.39	\$16.29
PCMS & Arrow							
340	Wanco	PCMS	\$7.34	\$0.85	\$5.73	\$7.34	\$8.19
341	Wanco	PCMS	\$7.34	\$0.85	\$5.73	\$7.34	\$8.19
386		PCMS - Mini					
387		PCMS - Mini					
350	Wanco	Arrow	\$2.83	\$0.35	\$2.43	\$2.83	\$3.18
351	Wanco	Arrow	\$2.83	\$0.35	\$2.43	\$2.83	\$3.18
Compessor/Grader/Sweeper/Roller							
345	IR	P160WJD	\$4.83	\$8.50	\$1.64	\$9.83	\$13.33
352	IR	P160WJD	\$4.83	\$8.50	\$1.64	\$9.83	\$13.33
353 IR 160	IR	P160WJD	\$4.83	\$8.50	\$1.64	\$9.83	\$13.33
402	Fiatallis	65B	\$35.55	\$29.85	\$12.44	\$43.57	\$65.40
850	Lay-Mor	8-B	\$8.94	\$11.15	\$3.66	\$11.94	\$20.09
851	Lay-Mor	8-B	\$8.94	\$11.15	\$3.66	\$11.94	\$20.09
852	Lay-Mor	8-B	\$8.94	\$11.15	\$3.66	\$11.94	\$20.09
904	Bomag	BW120AD-3	\$20.28	\$12.75	\$8.52	\$22.27	\$33.03
905	Bomag	BW900	\$7.55	\$6.00	\$3.17	\$9.83	\$13.55

ID	MFG	Model	Ownership Cost	Operating Cost	Standby Cost	Idling Cost	FHWA
Gen Set / Pump / Hose							
2-Inch		Discharge	\$0.10		\$0.08	\$0.10	\$0.10
2kw		Generator	\$0.52	\$2.25	\$0.35	\$1.63	\$2.77
3-inch		Discharge	\$0.16		\$0.14	\$0.16	\$0.16
6-inch		Discharge	\$0.62	\$0.05	\$0.53	\$0.62	\$0.67
853 Multiquip	Multiquip	DCA60SSI	\$8.59	\$19.75	\$5.33	\$20.80	\$28.34
854 Himoinsa	Himoinsa	HRJW-75	\$8.59	\$19.75	\$5.33	\$20.80	\$28.34
855 KW	Honda	5kw	\$0.98	\$3.60	\$0.67	\$3.20	\$4.58
Honda Gen	Honda	Generator	\$0.52	\$2.25	\$0.35	\$1.63	\$2.77
Pump 2"	Pump 2"	Tsurumi	\$1.75	\$1.50	\$1.10	\$1.97	\$3.25
Pump 3"	Pump 3"	Tsurumi	\$2.37	\$1.95	\$1.49	\$2.59	\$4.32
Pump 3P 2"	P 2"	3 Phase 2"	\$1.69	\$1.50	\$1.07	\$1.91	\$3.19
Pump 3P 3"	P 3"	3 Phase 3"	\$3.02	\$2.50	\$1.90	\$3.68	\$5.52
Sewer Pump 3"	Honda		\$4.46	\$3.25	\$2.45	\$4.46	\$7.71
Suction 6-inch	Honda	Suction	\$1.17	\$0.10	\$0.98	\$1.17	\$1.27
Trash 6"	Trash 6"	Gorman Rupp	11.17	18.45	6.48	23.76	29.62

Bid/Contract Number

EXHIBIT D

CONTRACTOR'S RETAINAGE AGREEMENT

Contract Title SWEETWATER RANCH EMERGENCY SINKHOLE REPAIR PROJECT

Contract Date _____

Contractor Name SHORELINE CONSTRUCTION

Contractor Address _____

Contractor Phone PO BOX 358 WOODINVILLE, WA 98072

Contractor Federal ID # 425.483.0600

State Law on How Contract Retainage Monies can be Reserved:

RCW 60.28.010 Retained percentage, labor and material Contracts for public improvements or work other than for professional services, provides that there shall be reserved by the city from the monies earned by the contractor on estimates during the progress of the improvement or work, a sum of five percent of such estimates, said sum to be retained by the city as a trust fund for the protection and payment of any persons performing work or supplying provisions or supplies during the work. The monies reserved for contract retainage may be reserved by the contractor choosing one of the following four options:

[All investments selected below are subject to City approval.]

Contractor Options *(Contractor shall place an "x" in one of the boxes below.)*

- (a) Retained in a non-interest bearing fund by the public body until released in accordance with applicable state statutes;
- (b) Deposited by the public body in an interest bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until released in accordance with applicable state statutes, provided that interest on such account shall be paid to the contractor;
- (c) Placed in escrow with a bank or trust company by the public body until released in accordance with applicable state statutes. The cost of the investment program and the risk thereof is to be borne entirely by the contractor.
- (d) Contractor may submit a Retainage Bond equal to 5% of the total awarded bid amount for all schedules to be held by the public body until released in accordance with applicable state statutes.

Contractor's Bank

If Contractor selects options (b) or (c) above, Contractor shall designate below the bank in which the retainage is to be deposited:

ACCOUNT NO. _____

BANK NAME _____

BANK ADDRESS _____

BANK PHONE # _____

Agreement

Contractor and City agree that all or part of the monies in the account can only be approved for disbursement by Bank to Contractor upon written authorization of the City Finance Director, or his/her authorized designee.

By _____
City of Mill Creek

By _____
Contractor

Date _____

Date _____

EXHIBIT E

PERFORMANCE/PAYMENT BOND TO CITY OF MILL CREEK

KNOW ALL PERSONS BY THESE PRESENTS that we, the undersigned, _____, as principal ("Principal"), and _____, a Corporation organized and existing under the laws of the State of _____, as a surety Corporation, and qualified under the laws of the State of Washington to become surety upon bonds of Contractors with Municipal Corporations, as surety ("Surety"), are jointly and severally held and firmly bound to the City of Mill Creek ("City") in the penal sum of: _____ (\$ _____) for the payment of which sum we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into in pursuant to the statutes of the State of Washington and the ordinances, regulations, standards and policies of the City, as now existing or hereafter amended or adopted.

Pursuant to proper authorization, the City Manager is authorized to enter into a certain public works contract with the Principal, providing for _____, which contract is incorporated herein by this reference ("Contract").

The Principal has accepted, or is about to accept, the Contract, and undertake to perform the work therein provided for in the manner and within the time set forth.

NOW, THEREFORE, if the Principal shall perform all the provisions of the Contract in the manner and within the time period prescribed by the City, or within such extensions of time as may be granted under the Contract, and shall pay all laborers, mechanics, subcontractors and material men or women, and all persons who shall supply the Principal or subcontractors with provisions and supplies for the carrying on of said work, and shall hold the City, their officials, agents, employees and volunteers harmless from any loss or damage occasioned to any person or property by reason of any carelessness or negligence on the part of the Principal, or any subcontractor in the performance of said work, and shall indemnify and hold the City harmless from any damage or expense by reason of failure of performance as specified in the Contract, or from defects appearing or developing in the material or workmanship provided or performed under the Contract within a period of one year after its final acceptance thereof by the City, then and in that event this obligation shall be void; but otherwise, it shall be and remain in full force and effect.

And the Surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of the Contract or to the Work.

The Surety hereby agrees that modifications and changes may be made in the terms and provisions of the Contract without notice to Surety, and any such modifications or changes increasing the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this Performance Bond in a like amount, such increase, however, not to exceed twenty-five percent (25%) of the original amount of this bond without the consent of the Surety.

Within forty-five (45) days of receiving notice that the Principal has defaulted on all or part of the terms of the Contract, the Surety shall make a written commitment to the City that it will either: (a) cure the default itself within a reasonable time period, or (b) tender to the City, the amount necessary for the City to remedy the default, including legal fees incurred by the City, or (c) in the event that Surety's evaluation of the dispute is not complete or in the event the Surety disputes the City's claim of default, the

Surety shall notify the City of its finding and its intent, if any, to interplead. The Surety shall then fulfill its obligations under this bond, according to the option it has elected. Should Surety elect option (a) to cure the default, the penal sum of the Bond shall be reduced in an amount equal to the costs actually incurred by the Surety in curing the default. If the Surety elects option (b), then upon completion of the necessary work, the City shall notify the Surety of its actual costs. The City shall return, without interest, any overpayment made by the Surety and the Surety shall pay to the City any actual costs which exceed the City estimate, limited to the bond amount. Should the Surety elect option (c), the Parties shall first complete participation in mediation, described in the below paragraph, prior to any interplead action.

In the event a dispute should arise between the Parties to this Bond with respect to the City's declaration of default by the Principal, the Parties agree to participate in at least four hours of mediation in accordance with the mediation procedures of the American Arbitration Association ("AAA"). The Parties shall proportionately share in the cost of the mediation. The mediation shall be administered by the Seattle AAA office, 1020 One Union Square, 600 Union Street, Seattle, Washington 98122. The Surety shall not interplead prior to completion of the mediation.

The parties have executed this instrument under their separate seals this ____ day of _____, 20____, the name and corporate seal of each corporate party hereto affixed, and these presents duly signed by its undersigned representatives pursuant to authority of its governing body.

CORPORATE SEAL OF PRINCIPAL:

(Name of Principal)

By: _____

(Name of Person Executing Bond)

Its: _____
(Title)

(Address)

(Phone)

CERTIFICATE AS TO CORPORATE SEAL

I hereby certify that I am the (Assistant) Secretary of the Corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal, was _____ of the said Corporation; that I know his or her signature thereto is genuine, and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Secretary or Assistant Secretary

CORPORATE SEAL OF SURETY:

(Name of Surety)

By: _____
(Attorney-in-Fact / Attach Power of Attorney)

(Name of Person Executing Bond)

(Address)

(Phone)

APPROVED AS TO FORM:

SCOTT MISSALL, CITY ATTORNEY

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Agenda Item # D
Meeting Date: **March 13, 2018**

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

**AGENDA ITEM: CIP PROJECT 17-IT-01: CITYWIDE COMPUTER
WORKSTATION REPLACEMENT**

PROPOSED MOTION: Motion to authorize the City Manager to execute a purchase order with Davenport Group for \$82,840.30; a purchase order with SHI International Corp. for \$3,929.98; and, a purchase order with ISOutsource for an amount not to exceed \$10,000.00 for the 2018 Citywide Computer Workstation Replacement project for a total authorized purchase amount of \$96,770.28.

KEY FACTS AND INFORMATION SUMMARY: The City owns fifty-five desktop computers and four laptops that are past due for replacement. The vast majority of the desktop computers were purchased in 2008 and four laptops are seven years old. In 2013, the City spent approximately \$13,000 to upgrade the desktop computers to extend their life as much as possible. This has allowed the City to utilize the desktop computers for over ten years, double the typical lifespan of 4-5 years. The extended lifespan produces some cost savings in the short term, but over time results in additional maintenance and support costs, slower processing speeds and downtime, which ultimately yields increased frustration and reduced productivity for staff. Out of date technology that impedes staff's productivity is not consistent with the City's Lean philosophy. To be efficient employees require a computer that operates at an adequate speed and is able to stay up-to-date with software versions. Several other IT capital projects depend on bringing the computer workstations up-to-date, such as upgrading to the latest version of Office and migrating to a cloud-based email server.

The City has transitioned to dual monitors as its standard office configuration. Tasks such as plan review, records processing, permit processing, case writing and evidence processing benefit from dual monitors and result in increased productivity. Additionally, in today's environment, users have multiple programs open at once and multi-task while they work.

The Director of each department was interviewed to determine the current and future needs of their respective departments, ensuring the computers and laptops purchased today would meet the requirements of the City going forward. 54 Standard PCs (4 of which are slightly upgraded for heavier workloads), 1 CAD PC, 1 Semi-Rugged Laptop, 5 Laptops, and 2 Surface Laptops are included in this proposal for a total of 63 devices.

CIP Project 17-IT-01 was approved as part of the 2017-2018 budget with a budgeted cost of \$105,000. Dell products are on Washington State Contract # 05815-003 with Davenport Group included as an authorized contract reseller in Washington State. Davenport Group is a Dell Titanium partner and has a local office to support Dell products and provide an enhanced customer service experience to the City versus going directly through Dell. In many situations

City Council Agenda Summary
Page 2

they can provide even lower pricing than the state contract pricing, especially when purchasing in volume. The quote from Davenport Group for the City's specified Dell equipment came in at a cost of \$82,840.30.

Microsoft Surface Laptops are on Washington State Contract # 05815-008 with SHI International Corp. included as an authorized reseller in Washington State. Purchasing through a reseller on the Washington State Contract provides significant savings versus purchasing directly from Microsoft and also brings enhanced customer service opportunities. The quote from SHI international Corp. for the Microsoft Surface Laptop equipment came in at a cost of \$3,929.98, well below even the state contract pricing.

Options other than purchasing were considered, such as leasing and hardware-as-a-service (renting), but with an expected lifespan of 5 years, purchasing was determined to be the lowest cost procurement strategy.

Because the City only has 1 IT professional on staff, assistance from an outside IT firm is required for a deployment of this size. Staff is requesting funding in an amount not to exceed \$10,000.00 for this purpose.

The total project expenditure is \$96,770.28.

CITY MANAGER RECOMMENDATION: The City has adopted a set of Guiding Principles that includes adoption of a service philosophy that states: "*Through continuous improvement, innovation, creativity, professional competence and hard work, we enthusiastically provide outstanding service to all customers, internal and external.*" Further, the City has adopted a Customer Service goal that includes the recruitment, training, and retention of a skilled, innovative and dynamic workforce. If we expect our employees to adopt our Service values and we adhere to our goal of retaining a skilled, innovative and dynamic workforce, we must provide our employees with the tools to be successful under our Guiding Principles. Accordingly, the City Manager recommends the City Council authorize execution of a purchase order with Davenport Group in the amount of \$82,840.30, authorize execution of a purchase order with SHI International Corp in the amount of \$3,929.98, and authorize execution of a purchase order with ISOsource for up to \$10,000.00 for a total of \$96,770.28.

ATTACHMENTS:

- CIP Project 17-IT-01 Summary
- Workstation Inventory
- Davenport Group Quote
- SHI International Corp. Quote

Respectfully Submitted:



Rebecca C. Polizzotto
City Manager

Capital Improvement Plan
City of Mill Creek, Washington

2017 thru 2026

Project # 17-IT-01
Project Name Citywide Computer Workstation Replacement

Type Replacement Vehicles/Equ
Useful Life 3-5 Years
Category IT Hardware Software
Department Information Technology
Contact IT Director
Priority 3 Maintain Current Service



Description **Total Project Cost: \$155,000**

This project is to replace 60 computer workstations and associated monitors in 2017. In 2013 the City spent approximately \$13,000 to upgrade the current computer workstations to extend their life as much as possible. This has allowed the City to utilize the computers for nearly 9 years, well beyond the typical lifespan of 3-5 years. Several other IT projects depend on bringing the computer workstations up-to-date, such as upgrading to the latest version of Office and migrating to a cloud-based email server, so this project is a top priority. Increasingly, end users have multiple programs open at once and are multi-tasking while they work. Therefore, this proposal includes dual monitors as the standard configuration.

This project is also to replace 9 police vehicle ruggedized laptops and docking stations in 2019. The current police vehicle laptops were purchased in January of 2014 with a 5 year warranty and will reach the end of their useful life in early 2019. Due to the critical functions the police laptops serve (dispatching, officer to officer communications, case report writing, license plate lookup, driver's license lookup, ticket writing and call look-up) it is not recommended to extend the life of these laptops beyond their 5 year warranty period as an out-of-warranty failure will result in a vehicle being taken out of service for an extended period of time.

By 2022 the City's deployment of approximately 60 computer workstations will be 5 years old and need to be replaced again. However, the monitors purchased in 2017 should still be usable for several more years so the cost will not be as high as in 2017. Funds have been allocated to replace 30 computers in 2022 and 30 computers in 2023.

Justification

The 60 computer workstations needing replacement in 2017 were purchased in 2008-2009 and are 8-9 years old. The typical life of a computer workstation is 3-5 years. To be efficient a user needs to have a computer that can run at an adequate speed and be able to stay up-to-date with software versions. Dual monitors are recommended as the standard configuration because multiple job tasks such as plan review, records processing, permit processing, case writing and agenda prep benefit from dual monitors through increased productivity.

The 9 police vehicle ruggedized laptops are utilized 24 hours a day and often in severe conditions. By early 2019 they will no longer be under warranty and will require replacement due to the critical functions they serve.

By 2022 the City's deployment of 60 computers will be 5 years old and should be replaced again as the standard refresh cycle is 3-5 years. To adequately run the latest versions of programs such as Microsoft Windows and Microsoft Office, the computer workstations need to be kept reasonably up-to-date. Additionally, older equipment is more expensive to own as its maintenance costs rise and replacement parts are more difficult to purchase.

Expenditures	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	Total
Equipment / Furnishings	105,000		50,000								155,000
Total	105,000		50,000								155,000

Capital Improvement Plan

2017 *thru* 2026

City of Mill Creek, Washington

Funding Sources	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	Total
General Fund	105,000		50,000								155,000
Total	105,000		50,000								155,000

Budget Impact/Other

	Workstation	Workstation Estimate	Quoted Cost	Monitors	Monitors Estimate	Soundbar	Stand	Monitor Cost
Executive								
Rebecca	Standard	\$1,000.00	\$860.02	2 Standard	\$430.00	Yes	Yes	\$466.44
Gina P.	Surface - Keep	\$0.00	\$0.00	2 Standard	\$430.00	Yes		\$408.48
Communications & Marketing, Recreation & Tourism								
Joni	Surface - Keep	\$0.00	\$0.00	Keep	\$0.00			\$0.00
Brian	Surface - Keep	\$0.00	\$0.00	1 - 24"	\$300.00	Yes		\$253.92
Kristen	Standard	\$1,000.00	\$860.02	2 Standard	\$430.00	Yes	Yes	\$466.44
Communications Coordinator	Standard	\$1,000.00	\$860.02	2 Standard	\$430.00	Yes	Yes	\$466.44
Preschool desk	Standard	\$1,000.00	\$860.02	2 Standard	\$430.00	Yes	Yes	\$466.44
Counter	Standard	\$1,000.00	\$860.02	1 Standard	\$230.00	Yes	Yes	\$276.00
Volunteer/Intern cubicle	Standard	\$1,000.00	\$860.02	2 Standard	\$430.00	Yes	Yes	\$466.44
Human Resources								
Laura	Surface - Keep	\$0.00	\$0.00	Keep	\$0.00			\$0.00
Charlie	Laptop	\$1,700.00	\$1,418.64	2 Standard	\$430.00	Yes		\$408.48
Docking Station			\$187.68					
Laptop Bag			\$40.30					
Public Works/DECD/Building								
Gina H.	Laptop - Keep	\$0.00	\$0.00	Keep				\$0.00
Kamal	Surface - Keep	\$0.00	\$0.00	Keep				\$0.00
ShopOffice1	Standard	\$1,000.00	\$860.02	1 Standard	\$230.00	Yes	Yes	\$276.00
ShopOffice2	Standard	\$1,000.00	\$860.02	1 Standard	\$230.00	Yes	Yes	\$276.00
ShopOffice3	Standard	\$1,000.00	\$860.02	1 Standard	\$230.00	Yes	Yes	\$276.00
Nathan	Standard	\$1,000.00	\$860.02	2 Standard	\$430.00	Yes	Yes	\$466.44
Larry	CAD	\$2,000.00	\$1,959.60	1 - 27"	\$830.00	Yes		\$755.14
Tom R.	Surface - Keep	\$0.00	\$0.00	2 Standard	\$430.00	Yes		\$408.48
Spare Station/Intern	Standard	\$1,000.00	\$860.02	2 Standard	\$430.00	Yes	Yes	\$466.44
Christi	Standard - 16GB	\$1,400.00	\$960.48	1 - 27"	\$830.00	Yes	Yes	\$832.42
Rick	Standard - 16GB	\$1,400.00	\$960.48	Keep	\$830.00	Yes	Yes	\$104.88
Sherrie	Standard	\$1,000.00	\$860.02	2 Standard	\$430.00	Yes	Yes	\$466.44
Inspector Mobile	Semi-Rugged	\$3,500.00	\$2,484.00	N/A	\$0.00			\$0.00
Laptop Bag			\$33.12					
Laptop Car Charger			\$77.28					
FrontDesk/Counter	Standard	\$1,000.00	\$860.02	Keep	\$0.00	Yes	Yes	\$104.88
Kim	Standard	\$1,000.00	\$860.02	2 - 24"	\$550.00	Yes	Yes	\$557.52
Finance & Administration, IT								
Peggy	Laptop - Keep	\$0.00	\$0.00	2 Standard	\$430.00	Yes		\$408.48
Jodie	Standard	\$1,000.00	\$860.02	2 Standard	\$430.00	Yes	Yes	\$466.44
Sandy	Standard	\$1,000.00	\$860.02	2 Standard	\$430.00	Yes	Yes	\$466.44
Betsie	Standard	\$1,000.00	\$860.02	2 Standard	\$430.00	Yes	Yes	\$466.44
Spare Cubicle/Intern	Standard	\$1,000.00	\$860.02	2 Standard	\$430.00	Yes	Yes	\$466.44
Lindsey	Standard	\$1,000.00	\$860.02	2 Standard	\$430.00	Yes	Yes	\$466.44
James	Surface - Keep	\$0.00	\$0.00	Keep	\$0.00			\$0.00
Server Room PC - CHS	Standard	\$1,000.00	\$860.02	1 Standard	\$200.00		Yes	\$248.40
Server Room PC - CHN	Standard	\$1,000.00	\$860.02	1 Standard	\$200.00		Yes	\$248.40
ID Badge Printing	Standard	\$1,000.00	\$860.02	1 Standard	\$200.00		Yes	\$248.40
Council Recording	Standard	\$1,000.00	\$860.02	1 Standard	\$200.00		Yes	\$248.40
Council Podium	Standard	\$1,000.00	\$860.02	1 Standard	\$230.00	Yes		\$218.04
DVD Enclosure			\$52.99					
Banking PC	Standard	\$1,000.00	\$860.02	1 Small	\$180.00		Yes	\$241.78
Loaner Laptop1	Laptop	\$1,700.00	\$1,418.64	N/A	\$0.00			\$0.00
Laptop Bag			\$40.30					
Loaner Laptop2	Laptop	\$1,700.00	\$1,418.64	N/A	\$0.00			\$0.00
Laptop Bag			\$40.30					
Loaner Laptop3	Laptop	\$1,700.00	\$1,418.64	N/A	\$0.00			\$0.00
Laptop Bag			\$40.30					
Loaner Laptop4	Laptop	\$1,700.00	\$1,418.64	N/A	\$0.00			\$0.00
Laptop Bag			\$40.30					
External DVD Drive 1	Accessory							\$39.74
External DVD Drive 2	Accessory							\$39.74

	Workstation	Workstation Estimate	Quoted Cost	Monitors	Monitors Estimate	Soundbar	Stand	Monitor Cost
Finance - Passports/Counter								
Counter1	Standard	\$1,000.00	\$860.02	1 Standard	\$230.00	Yes	Yes	\$276.00
Counter2	Standard	\$1,000.00	\$860.02	1 Standard	\$230.00	Yes	Yes	\$276.00
Counter3	Standard	\$1,000.00	\$860.02	1 Standard	\$230.00	Yes	Yes	\$276.00
Counter4	Standard	\$1,000.00	\$860.02	1 Standard	\$230.00	Yes	Yes	\$276.00
Passports Desk 1	Standard	\$1,000.00	\$860.02	1 Standard	\$230.00	Yes	Yes	\$276.00
Passports Desk 2	Standard	\$1,000.00	\$860.02	1 Standard	\$230.00	Yes	Yes	\$276.00
Police								
Chief - Greg Elwin	Surface - Keep	\$0.00	\$0.00	1 Standard	\$430.00			\$190.44
Deputy Chief - Scott Eastman	Surface - Keep	\$0.00	\$0.00	Keep				
Front1 (Becky)	Standard	\$1,000.00	\$860.02	2 Standard	\$430.00	Yes	Yes	\$466.44
Front2 (Denise)	Standard	\$1,000.00	\$860.02	2 Standard	\$430.00	Yes	Yes	\$466.44
Joanna	Standard	\$1,000.00	\$860.02	2 Standard	\$430.00	Yes	Yes	\$466.44
Front4 (PSO Cubicle)	Standard	\$1,000.00	\$860.02	2 Standard	\$430.00	Yes	Yes	\$466.44
WSPTerminal	Standard	\$1,000.00	\$860.02	Keep	\$0.00			\$0.00
Spare Office (Citizen Patrol)	Standard	\$1,000.00	\$860.02	2 Standard	\$430.00	Yes	Yes	\$466.44
Chris R.	Standard	\$1,000.00	\$860.02	2 Standard	\$430.00	Yes		\$408.48
DVD Enclosure			\$52.99					
Sergeant1	Standard	\$1,000.00	\$860.02	2 Standard	\$430.00	Yes	Yes	\$466.44
Sergeant2	Standard	\$1,000.00	\$860.02	2 Standard	\$430.00	Yes	Yes	\$466.44
Patrol1	Standard	\$1,000.00	\$860.02	2 Standard	\$430.00	Yes	Yes	\$466.44
Patrol2	Standard	\$1,000.00	\$860.02	2 Standard	\$430.00	Yes	Yes	\$466.44
Patrol3	Standard	\$1,000.00	\$860.02	2 Standard	\$430.00	Yes	Yes	\$466.44
Patrol4	Standard	\$1,000.00	\$860.02	2 Standard	\$430.00	Yes	Yes	\$466.44
Patrol5	Standard	\$1,000.00	\$860.02	2 Standard	\$430.00	Yes	Yes	\$466.44
Patrol6	Standard	\$1,000.00	\$860.02	2 Standard	\$430.00	Yes	Yes	\$466.44
Patrol7	Standard	\$1,000.00	\$860.02	2 Standard	\$430.00	Yes	Yes	\$466.44
Evidence Processing	Standard	\$1,000.00	\$860.02	2 Standard	\$430.00	Yes	Yes	\$466.44
PD Conference Room - DVDs	Standard	\$1,000.00	\$860.02	1 Standard	\$250.00	Yes		\$218.04
DVD Enclosure			\$52.99					
Police - Detectives								
Stan Desktop	Standard	\$1,000.00	\$860.02	2 Standard	\$430.00	Yes	Yes	\$466.44
Stan Laptop	Surface with LTE	\$2,200.00	\$1,964.99	N/A	\$0.00			\$0.00
Detective1 (Ty)	Standard - 16GB	\$1,400.00	\$960.48	2 Standard	\$430.00	Yes		\$408.48
DVD Enclosure			\$52.99					
Detective2 (Kyle)	Standard - 16GB	\$1,400.00	\$960.48	2 Standard	\$430.00	Yes		\$408.48
DVD Enclosure			\$52.99					
Det. Laptop for field use	Surface with LTE	\$2,200.00	\$1,964.99	N/A	\$0.00			\$0.00
		Workstations Estimate:	Quoted Cost:		Monitors Estimate:			Monitor Quote:
		\$74,000.00	\$63,074.02		\$23,010.00			\$23,696.26
				Grand Total Estimate vs. Actual:	\$97,010.00			\$86,770.28
	50	Standard PCs		43	22" Monitors Without Stands			
	4	Standard 16GB PCs		46	22" Monitors With Stands			
	1	CAD PCs		3	24" Monitors			
	5	Laptops		2	27" Monitors			
	9	Surface Laptops		48	Behind Monitor Mounts			
	2	Surface with LTE		54	Soundbars			
	1	Semi-Rugged		1	20" Monitor			
	9	Vehicle Laptops						
	0	Keep Existing						
	81	Total number of devices under City Management						
	63	Total number of devices to replace in 2018						



City of Mill Creek

Dell Client Systems - 5 Year Support

MDIRQ1090-04

your davenport group representative

Ryan Gray
account executive

rgray@davenportgroup.com

cell: **260.225.5077**
corporate: **877-231-9114**

Summary

Prepared For:

City of Mill Creek
 James Busch
 15728 Main St
 Mill Creek, WA 98012
 US
 jamesb@cityofmillcreek.com

Quote Information:

Quote Number: MDIRQ1090-04
Date: 3/6/2018
Quote Expiration: 3/9/2018

Summary	Amount
OptiPlex 7050 MFF SubTotal	\$39,190.00
OptiPlex 7050 MFF SubTotal	\$3,480.00
Precision Workstation T5810 XL SubTotal	\$1,775.00
Latitude 7480 SubTotal	\$6,607.50
Latitude 14 Rugged 5414 SubTotal	\$2,350.00
Monitors SubTotal	\$21,243.00
Total	\$82,840.30



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Quote

Prepared For:

City of Mill Creek
 James Busch
 15728 Main St
 Mill Creek, WA 98012
 US
 jamesb@cityofmillcreek.com

Quote Information:

Quote Number: MDIRQ1090
Date: 3/6/2018
Quote Expiration: 3/9/2018

Qty	Description	Unit Price	Ext. Price
Client Refresh - 5yr Option			
50	OptiPlex 7050 MFF	\$779.00	\$38,950.00
	Intel Core i5-7600 (QC/6MB/4T/3.5GHz/65W); supports Windows 10/Linux Win 10 Pro 64 English, French, Spanish OptiPlex 7050 MFF with 65W CPU up to 87% efficient of 130W Adaptor 8GB (1x8GB) 2400MHz DDR4 No Out-of-Band Systems Management 256GB 2.5inch SATA Class 20 Solid State Drive 2nd Hard Drive: not included No Intel Responsive CMS Essentials DVD no Media No Wireless Dell KB522 Business Multimedia Keyboard for US (English) Dell MS116 Wired Mouse, Black No DDP ESS Software No DDPE Encryption Software No FGA OptiPlex 7050 Micro Form Factor XCTO No Hard Drive Bracket for Small Form Factor, Dell OptiPlex Power Cord Safety/Environment and Regulatory Guide (English/French Multi-language) TPM Enabled 130W AC Adapter Display Port for Micro		



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Qty	Description	Unit Price	Ext. Price
	Dell Limited Hardware Warranty Plus Service ProSupport: 7x24 Technical Support, 5 Years ProSupport: Next Business Day Onsite 5 Years Client ProSupport Asset Label without Company Name CFI,Information,VAL,CHASSISDEF,Factory Install		
5	Dell OptiPlex Micro DVD+/-RW Enclosure	\$48.00	\$240.00
	OptiPlex 7050 MFF SubTotal		\$39,190.00

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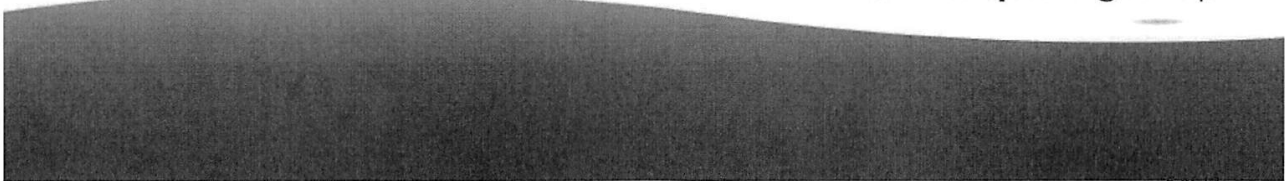
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Qty	Description	Unit Price	Ext. Price
4	<p>OptiPlex 7050 MFF</p> <p>Intel Core i5-7600 (QC/6MB/4T/3.5GHz/65W); supports Windows 10/Linux Win 10 Pro 64 English, French, Spanish Microsoft(R) Office 30 Days Trial OptiPlex 7050 MFF with 65W CPU up to 87% efficient of 130W Adaptor 16GB (2x8GB) 2400MHz DDR4 No Out-of-Band Systems Management 256GB 2.5inch SATA Class 20 Solid State Drive 2nd Hard Drive: not included No Intel Responsive CMS Essentials DVD no Media No Wireless Dell KB522 Business Multimedia Keyboard for US (English) Dell MS116 Wired Mouse, Black No DDPE Encryption Software OptiPlex 7050 Micro Form Factor XCTO No Hard Drive Bracket for Small Form Factor, Dell OptiPlex Power Cord Safety/Environment and Regulatory Guide (English/French Multi-language) TPM Enabled 130W AC Adapter Display Port for Micro Dell Limited Hardware Warranty Plus Service ProSupport: 7x24 Technical Support, 5 Years ProSupport: Next Business Day Onsite 5 Years Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-866-516-3115 Client ProSupport Asset Label without Company Name CFI,Information,VAL,CHASSISDEF,Factory Install</p>	\$870.00	\$3,480.00
OptiPlex 7050 MFF SubTotal			\$3,480.00

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Qty	Description	Unit Price	Ext. Price
1	<p>Precision Workstation T5810 XL</p> <p>Intel Xeon Processor E5-1603 v3 (4C, 2.8GHz, 10M, 140W) Heatsink for single CPU T5810 Win 10 Pro 64 English, French, Spanish Microsoft(R) Office 30 Days Trial Dell Precision Tower 5810XL 685W Chassis, v2, BW Nvidia Quadro K620 2GB (DP, DL-DVI-I) (1 DP to SL-DVI adapter) 16GB (4x4GB) 2400MHz DDR4 RDIMM ECC No Out-of-Band Systems Management 2.5" 256GB SATA Class 30 Solid State Drive Boot drive or boot volume is less than 2TB Integrated Intel AHCI chipset SATA controller (6 x 6.0Gb/s) - SW RAID 0/1/5/10 C3 SATA / SSD 2.5 Inch, 1-2 Hard Drives Non RAID US English (QWERTY) Dell KB-522 Wired Business Multimedia USB Keyboard Black Dell MS116 Wired Mouse, Black No Dell Tera2 Remote Access host card for the Wyse P25 Zero Client No Additional Network Card Selected (Integrated NIC included) Sound Card Not Included No Media Card Reader 8x Slimline DVD+/-RW Drive Internal Speaker US 125V Power Cord Safety/Environment and Regulatory Guide (English/French Multi-language) Placemat Documentation No DDPE Encryption Software No Dell Backup and Recovery software Kickstart Product Registration Dell Data Protection System Tools Digital Delivery/DT SupportAssist Dell Precision Optimizer Dell(TM) Digital Delivery Cirrus Client Enable Low Power Mode Enable Low Power Mode</p>	\$1,775.00	\$1,775.00



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6 01 12

Qty	Description	Unit Price	Ext. Price
	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps) Dell Developed Recovery Environment US Order Chassis Intrusion Switch TPM Enabled Dell Limited Hardware Warranty Plus Service Extended Months Dell Limited Hardware Warranty Plus Service 15 Months ProSupport : 7x24 Technical Support , 63 Months ProSupport : Next Business DayOnsite Service After Remote Diagnosis 15 Months ProSupport : Next Business DayOnsite Service After Remote Diagnosis 48 Months Extended Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-866-516-3115 Client ProSupport Asset Label without Company Name CFI,Information,VAL,CHASSISDEF,Factory Install		
	Precision Workstation T5810 XL SubTotal		\$1,775.00

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Qty	Description	Unit Price	Ext. Price
5	Latitude 7480 7th Generation Intel Core i5-7300U (Dual Core, 2.60Gz, 3MB cache) Win 10 Pro 64 English, French, Spanish Microsoft(R) Office 30 Days Trial Intel HD Graphics 620 with Displayport over USB Type-C with Core i5 vPro Intel Rapid Storage Technology No Out-of-Band Systems Management 8G (1 X 8G) DDR4 Memory M.2 256GB SATA Class 20 Solid State Drive 14" FHD (1920 x 1080) Anti-Glare, Camera & Mic, WLAN/WWAN Capable Internal US English Qwerty Backlit Dual Pointing Keyboard No Mouse Intel Dual-Band Wireless-AC 8265 Wi-Fi + BT 4.2 Wireless Card (2x2) No Wireless WAN Card Primary 4-cell 60W/HR Battery 90W AC Adapter, 3-pin Dual Pointing, 82 key with No Smartcard or Fingerprint Reader with Thunderbolt 3 No DDPE Encryption Software E5 Power Cord (US) Safety/Environment and Regulatory Guide (English/French Multi-language) SupportAssist Dell(TM) Digital Delivery Cirrus Client Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps) Onsite/In-Home Service After Remote Diagnosis 5 Years Dell Limited Hardware Warranty Plus Service	\$1,285.00	\$6,425.00
5	Dell professional Briefcase 14	\$36.50	\$182.50
	Latitude 7480 SubTotal		\$6,607.50

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Qty	Description	Unit Price	Ext. Price
1	<p>Latitude 14 Rugged 5414</p> <p>Intel Core i5-6300U Processor (Dual Core, 3M Cache, 2.40 GHz) Win 10 Pro 64 English, French, Spanish Microsoft(R) Office 30 Days Trial No Out-of-Band Systems Management 8GB (1x8GB) 2133MHz DDR4 Memory 256GB Self Encrypted Solid State Drive TPM Enabled Intel Integrated HD Graphics 520 14.0" FHD(1920 x 1080) Outdoor-readable, Touch, with Camera with Privacy Shutter and Microphone Sealed Internal RGB Backlit English Keyboard No Mouse Intel Dual Band Wireless 8260 (802.11ac) W/ Bluetooth DW5808E Gobi5000 4G/LTE Wireless WAN Card for Verizon (Windows 10) 6-cell (65Wh) 3 Year Limited Hardware Warranty Lithium Ion Battery E5 90W AC Adapter, 3-pin No DDPE Encryption Software US Power Cord Optical Drive Airbay Safety/Environment and Regulatory Guide (English/French Multi-language) Quick Setup Guide (English) SupportAssist Dell(TM) Digital Delivery Cirrus Client System Driver, Dell Rugged Latitude 5414 Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps) No PCMCIA Card or ExpressCard Reader Docking connector for Rugged Docking Station only Dedicated u-blox NEO-M8Q-0-01 GPS Card Regulatory Label for Non Rubber Keyboard with WWAN ProSupport Plus: Next Business Day Onsite, 5 Years Dell Limited Hardware Warranty Initial Year ProSupport Plus: Accidental Damage Service, 5 Years ProSupport Plus: Keep Your Hard Drive, 5 Years</p>	\$2,250.00	\$2,250.00



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9/01/12

Qty	Description	Unit Price	Ext. Price
	ProSupport Plus: 7X24 Technical Support, 5 Years Client ProSupport Asset Label without Company Name CFI,Information,VAL,CHASSISDEF,Factory Install		
1	Dell Urban Briefcase-15	\$30.00	\$30.00
1	Dell 90W Auto/Air DC Travel Adapter, Dell Latitude E/Mobile Precision Workstation, Customer Kit	\$70.00	\$70.00
	Latitude 14 Rugged 5414 SubTotal		\$2,350.00

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Qty	Description	Unit Price	Ext. Price
3	Dell 24 Monitor - P2417H Dell 24 Monitor - P2417H Premium Panel Warranty Advanced Exchange 5 Years Dell Limited Hardware Warranty	\$205.00	\$615.00
54	Dell USB SoundBar - AC511	\$25.00	\$1,350.00
46	Dell 22 Monitor - P2217H Dell 22 Monitor - P2217H Premium Panel Warranty Advanced Exchange 5 Years Dell Limited Hardware Warranty	\$172.50	\$7,935.00
2	Dell UltraSharp 27 Monitor with PremierColor Dell UltraSharp 27 Monitor with PremierColor - UP2716D Advanced Exchange, 5 Years Dell Limited Hardware Warranty	\$659.00	\$1,318.00
48	Dell Micro All-in-One Stand	\$70.00	\$3,360.00
43	Dell 22 Monitor P2217H Dell 22 Monitor - P2217H, without stand Advanced Exchange Service, 5 Years Dell Limited Hardware Warranty	\$155.00	\$6,665.00
Monitors SubTotal			\$21,243.00
2	Dell USB Slim DVD +/- RW Drive - DW316	\$36.00	\$72.00
1	Dell 20 Monitor P2018H Dell 20 Monitor - P2018H Advanced Exchange Service, 5 Years Dell Limited Hardware Warranty	\$149.00	\$149.00
1	Dell Business Dock - WD15 with 180W adapter	\$170.00	\$170.00
Running SubTotal			\$75,036.50
1	Estimated WA State Sales Tax (10.4%)	\$7,803.80	\$7,803.80
Running SubTotal with Sales Tax			\$82,840.30
Washington State Contract # 05815-003 and Dell NASPO Contract # MNWNC-108.			
Total			\$82,840.30



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Terms and Conditions

Terms of payment for products and maintenance are Net 15 from date of shipment, unless otherwise agreed upon. A separate invoice for services will be issued upon completion of those services; the terms will be Net 15 from date of the invoice. Recurring invoices require payment upon receipt of invoice. Recurring contracts will be reconciled (i.e. "trued up") and an invoice adjustment will be made to match the preceding term's actual use. Cancellation of non-term software contracts require a 30-day notice. Applicable taxes and shipping will be included on all invoices. Davenport Group reserves the right to cancel orders arising from pricing or other errors. A late fee of 1.5% per month will be assessed for all amounts that are past due. The terms of this proposal are subject to credit approval.

*Quotes and pricing terms are negotiated between Customer and Davenport Group and may be unique to the Customer. All data and information contained herein and provided by Davenport Group is considered confidential and proprietary. The data and information contained herein may not be reproduced, published or distributed beyond the Customer organization, without the express prior written consent of Davenport Group.

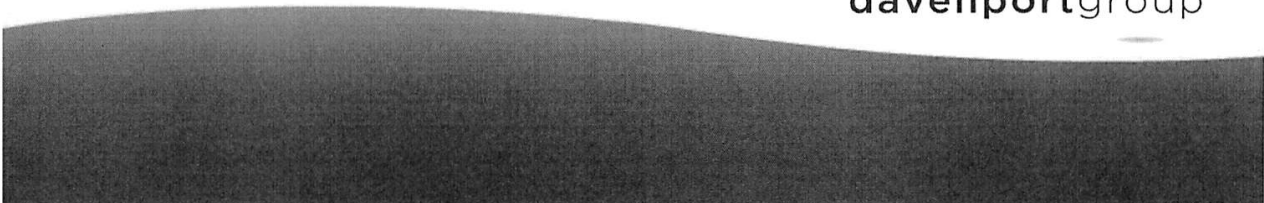
Thank you for your business!

Signature

Date



davenportgroup



12 01 12



Pricing Proposal
 Quotation #: 14878851
 Created On: 2/16/2018
 Valid Until: 3/30/2018

City of Mill Creek WA

Inside Account Executive

James Busch
 15728 Main Street
 Bothell, WA 98012
 United States
 Phone: (425) 921-5734
 Fax:
 Email: jamesb@cityofmillcreek.com

Pete Garay
 290 Davidson Ave
 Somerset, NJ
 08873
 Phone: 1-732-652-0815
 Fax: 732-564-8224
 Email: Pete_Garay@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Microsoft Surface Pro - Tablet - Core i5 7300U / 2.6 GHz - Win 10 Pro 64-bit - 8 GB RAM - 256 GB SSD - 12.3" touchscreen 2736 x 1824 - HD Graphics 620 - Wi-Fi, Bluetooth - 4G - commercial Microsoft - Part#: GWP-00001 Contract Name: NASPO ValuePoint - Computer Equipment Contract #: MNWNC-119 Subcontract #: 05815-008	2	\$1,324.99	\$2,649.98
2 Microsoft Surface Pro Type Cover with Fingerprint ID - Keyboard - with trackpad, accelerometer - English - North American layout - black - commercial - for Surface Pro (Mid 2017), Pro 3, Pro 4 Microsoft - Part#: GKG-00001 Contract Name: NASPO ValuePoint - Computer Equipment Contract #: MNWNC-119 Subcontract #: 05815-008	2	\$117.70	\$235.40
3 Microsoft Complete Accident Protection - Extended service agreement - replacement - 4 years (from original purchase date of the equipment) - for Surface Pro (Mid 2017), Pro 3, Pro 4 Microsoft - Part#: HP3-00002 Contract Name: NASPO ValuePoint - Computer Equipment Contract #: MNWNC-119 Subcontract #: 05815-008	2	\$337.19	\$674.38
		Subtotal	\$3,559.76
		Shipping	\$0.00
		*Tax	\$370.22
		Total	\$3,929.98

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Please Note: Microsoft only has a return policy for DOA units for Surface and Surface Hub Devices. The following are the DOA timeframes:
 Surface Hub (55" and 84") - 10 Days

All other Surface Devices - 30 Days

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.



Date: March 13, 2018

A/P Check Batches		
Dated	Check Numbers	Amount
02/27/2018	EFT Debit-Dept of Rev-Sales Tax	\$1,469.10
02/28/2018	58272-58309	\$84,805.96
Total		\$86,275.06

Voided Checks	
Numbers	Explanation

CLAIMS APPROVAL

We, the undersigned Finance/Audit Committee of the City of Mill Creek, recommend approval of check numbers 58272 through 58309, and EFT Debit in the amount of \$86,275.06.

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

Councilmember

Councilmember

Finance Director

City Manager

F:\DATA\EXECUTIVE\WP\FORMS\FIN\Voucher Approval1.doc



E-file Time: 10:32 AM [help?](#)

[My Account Home](#) [Account\(s\)](#) [Account Activity](#) [List Server](#) [Suggestions](#) [Logout](#)

CITY OF MILL CREEK 600-598-011

Confirmation

Confirmation Number	22848456
Tax Registration Number	600598011
Reporting Period	01/2018
Payment Type	EFT Debit ✓
Date and Time Submitted	2/23/2018 10:32:44 AM
Date of Transfer	02/27/2018 ✓
Payment Amount	1,469.10 ✓
Person Completing Return	Sandy Kottke
Person Authorizing Payment	Sandy Kottke

Your return and payment have been submitted. For easy reference, print this page and retain it with your tax records.

Return to Account List	Print Confirmation
View Printable Return	

Confirmation

**For Assistance Call:
1-877-345-3353**

Accounts Payable

Checks by Date - Detail by Check Date

User: Jodieg
 Printed: 3/8/2018 3:30 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
58272	911SUPPL IN-11537	911 Supply Inc Custom Badge-Chief for a Day	02/28/2018		142.88
Total for Check Number 58272:				0.00	142.88
58273	ADORAMA 20477860-1	Adorama Portable 6.5x4x2.6 LED Photo Booth-Passports	02/28/2018		155.53
Total for Check Number 58273:				0.00	155.53
58274	ADPLLC 505640071 508904809 509416614	ADP, LLC Tax-Payroll Processing Chgs-Workforce Now 12 ADP Payroll Services 01/31 & HCM Suite 02/05 Payroll Processing Chgs-Y/E W-2's	02/28/2018		54.29 1,603.22 633.60
Total for Check Number 58274:				0.00	2,291.11
58275	BANKCARI 1 10 11 12 13 14 15 16 17 18 19 2 20 21 22 23 24 25 26 27 28 29 3 30 31 32 33 34 35 36 37 38	Bank of America Rebate-Dinner 01/04 K9 Training-N Lerma Lunch 01/09 K9 Training-N Lerma Lunch 01/08 K9 Training-N Lerma Maintenance Kit-HP Laserjet Check Printer Sensor Cloud Monitoring Fee 01/10-02/10 Lunch 01/11 K9 Training-N Lerma ACCIS Membership-J Busch Lunch 01/10 K9 Training-N Lerma Lunch & Dinner 01/11 K9 Training-N Lerma E-Collar Holster-N Lerma Toll Chgs-Car #43 PD Discount, Lodging 01/17-01/19 K9 Training- Phone Case-T Hughes K9 Supplies-Bagira 8-Seat Repair Kit Lodging 01/17-01/19 K9 Training-N Lerma WSCPA Membership-N Lerma & Bagira WSCPA Membership-I Durkee & Rasko Lunch 01/16 K9 Training-N Lerma & M Schueri Lunch 01/17 K9 Training-N Lerma & M Schueri Dinner 01/16 K9 Training-N Lerma & M Schuer Breakfast 01/17 K9 Training-N Lerma & M Sch Refund, Airfare Insurance 02/05-02/07 Narcotic Dinner 01/17 K9 Training-N Lerma Travel Insurance Narcotic K9 Training 02/05-02. CA Narcotic K9 Training 02/05-02/07-N Lerma Dinner 01/18 K9 Training-N Lerma Airfare Narcotic K9 Training 02/05-02/07-N Ler Breakfast 01/18 K9 Training-N Lerma Insurance, Airfare CA K9 Narcotic Training 02/ Airfare CA K9 Narcotic Training 02/05-02/07-N Lunch 01/19 K9 Training-N Lerma	02/28/2018		-0.99 12.32 16.65 131.38 9.95 9.38 75.00 12.31 27.25 52.59 5.50 -49.27 18.49 14.17 132.00 214.95 50.00 50.00 26.06 30.42 29.68 30.67 -19.00 10.54 19.00 350.00 8.10 201.60 8.76 19.00 250.60 11.44

AGENDA ITEM #E.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
39		Lunch 01/18 K9 Training-N Lerma			19.31
4		Refund, Airfare 02/05-02/07 Narcotic K9 Traini			-201.60
40		Tint Windows-K9 Bagira Vehicle			214.90
41		Submersible Remote Speaker Mic-K Hughes			111.47
42		Cell Phone Charger-S Eastman			17.65
43		Toll Chgs 01/18-02/05 Staff Car #1			12.00
44		Red Ink-Pitney Bowes Postage Meter			35.77
45		Dinner 01/28 FBI-LEEDA Training-R Mundwile			25.08
46		Purchase Domain Name www.MillCreekFarmer:			9.02
47		Breakfast 01/29 FBI-LEEDA Training-R Mundw			5.90
48		TCCC Kit Supplies - 3-Halo Chest Seal			72.66
49		Dinner 01/19 FBI-LEEDA Training-R Mundwile			15.30
5		Dinner 01/04 K9 Training-N Lerma			24.75
50		3-QuikClot Combat Gauze			130.96
51		Lunch 01/29 FBI-LEEDA Training-R Mundwile			7.64
52		TCCC Kit Supplies - 3-Medical Shears			39.72
53		TCCC Kit Supplies - 3-CAT Combat Tourniquet.			134.52
54		16GB USB Flash Drive			30.90
55		64GB USB Flash Drive & 32GB USB Flash Dri			78.36
56		Breakfast 01/30 FBI-LEEDA Training-R Mundw			5.90
57		Dinner 01/30 FBI-LEEDA Training-R Mundwile			19.65
58		Radar Unit Power Cord-Car #39			7.15
59		Lunch 01/30 FBI-LEEDA Training-R Mundwile			7.64
6		Lunch 01/04 K9 Training-N Lerma			16.95
60		Lunch 01/31 FBI-LEEDA Training-R Mundwile			11.47
61		Breakfast 01/31 FBI-LEEDA Training-R Mundw			5.14
62		Dinner 01/31 FBI-LEEDA Training-R Mundwile			13.09
63		Lunch 02/01 FBI-LEEDA Training-R Mundwile			11.47
64		Dinner 02/01 FBI-LEEDA Training-R Mundwile			14.06
65		Breakfast 02/01 FBI-LEEDA Training-R Mundw			5.90
66		Replace Failed Tube Assembly-Car #43			130.60
67		MyBuildingPermit.com Monthly Fee			59.95
68		Breakfast 02/02 FBI-LEEDA Training-R Mundw			5.14
69		Transportation-CA Narcotic K9 Training 02/04-1			14.16
7		Breakfast 01/08-01/12 K9 Training-N Lerma			60.00
70		Lodging 01/28-02/02 FBI LEEDA Training-R M			624.49
71		Breakfast 02/04 CA Narcotic K9 Training-N Ler			7.46
72		Dinner 02/04 CA Narcotic K9 Training-N Lerma			25.11
8		Cell Phone Case-S Eastman			11.03
9		Vehicle Wash 01/09-Car #43			8.00
				Total for Check Number 58275:	0.00
					3,607.22
58276	BANKCR16	Bank of America	02/28/2018		
	1	ASLA Renewal Subscription 2018			59.00
	2	35th Ave Recon Proj - Easements			327.00
	3	Parking-Planning Advisory Committee Mtg 01/1			6.00
	4	APA Membership-S Ringstad			95.00
				Total for Check Number 58276:	0.00
					487.00
58277	BANKCR20	Business Card	02/28/2018		
	1	Magentic Pick-up Tool			15.41
	10	Supplies-Cable Ties			8.66
	11	Supplies-Electric/Plumbing			21.58
	12	Supplies-Urinal Repair			42.91
	13	Supplies-Urinal Repair			44.01
	2	Sign Post-Websters Pond			105.54
	3	Northwest PW Institute: Developing Leaders 05/			500.00
	4	Library Door Hardware			3.60

AGENDA ITEM #E.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	5	Tools-Library Door Repair			15.27
	6	Hardware-Passport Drawers			40.12
	7	Pressure Washing-Garden Hose & 2-Way Splitte			134.62
	8	Park Spray Bottles, Hardware-PW #4			30.01
	9	Supplies, Hardware, Light Bulbs			21.33
			Total for Check Number 58277:	0.00	983.06
58278	BANKCR21	Business Card	02/28/2018		
	1	Supplies-Leadership Team Binders			125.17
			Total for Check Number 58278:	0.00	125.17
58279	BANKCR23	Business Card	02/28/2018		
	1	FBI-LEEDA Training 01/29-02/02-R Mundwiler			650.00
	2	Dues-Deputy Chief-S Eastman			125.00
	3	Police Dept Photo Hanging Hardware			20.89
	4	Shadow Boxes-PD Badge Display			36.71
	5	Shadow Boxes-PD Badge Display			16.44
			Total for Check Number 58279:	0.00	849.04
58280	BANKCR24	Business Card	02/28/2018		
	1	Office Supplies-Deputy Chief S Eastman			108.84
	2	Airfare Budget Analyst Training 02/06-02/09 - L			271.60
	3	Comm&Marketing Coordinator Job Posting-PR			350.00
			Total for Check Number 58280:	0.00	730.44
58281	BANKCR25	Business Card	02/28/2018		
	1	3-Poster Frames-PD			120.90
	10	EASC Speaker Series-Marketing-J Kirk, B Dave			90.00
	11	10-Lobby Chairs&Protection Plan-Community F			471.02
	12	Staff Retreat-J Kirk, B Davern, K Rasmussen			80.66
	2	Refreshments-HOA Mtg 01/16			22.55
	3	Online File Sharing-Dropbox 2018 Subscription			109.30
	4	MCBA Monthly Lunch Mtg 01/16-J Kirk			10.00
	5	Cover Photo-Spring/Summer Rec Guide			33.00
	6	2-NFHS Basketball Rule Book 2017-2018			15.44
	7	Refreshments-Brookdale Meeting 01/23			21.25
	8	Craft Tapc, Gluc-Pre-School Pals Winter 2018			49.90
	9	Supplies-Pre-School Pals Winter 2018			253.35
			Total for Check Number 58281:	0.00	1,277.37
58282	BANKCR26	Business Card	02/28/2018		
	1	Credit, Lodging 01/24-01/25 AWC City Action I			-75.61
	10	Records Mgmt&Public Disclosure Webinar 02/0			19.00
	11	AWC City Action Days 2018-M Todd			200.00
	12	Refreshments-Leadership Team Mtg w/ EASC G			20.61
	13	WAPELRA/NPELRA Membership-C Miller			200.00
	14	Exec Mtg 01/30 Community Transit-Polizzotto,			5.78
	15	Airfare NPELRA 2018 Conference-C Miller			355.60
	16	Airfare NPELRA 2018 Conference-R Polizzotto			355.60
	2	Parking 01/05 Herbie Martin Court Hearing-Poli			2.00
	3	Lodging 01/24-01/25 AWC City Action Days-M			203.80
	4	Refreshments-S Eastman Swearing In Ceremony			17.61
	5	Refreshments-S Eastman Swearing In Ceremony			18.99
	6	Refreshments-S Eastman Swearing In Ceremony			3.86
	7	EASC State of Everett Conference 01/24-M Tod			40.00
	8	PRA Case Law Update Webinar 01/17-G Pfister			35.00

AGENDA ITEM #E.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	9	WCMA Membership Renewal-R Polizzotto			315.00
			Total for Check Number 58282:	0.00	1,717.24
58283	BRAUNB 2018-0216	Beth Braun Comm&Marketing Consulting Svcs 02/05/18-02	02/28/2018		2,070.00
			Total for Check Number 58283:	0.00	2,070.00
58284	CBALDDES Rec Guide	Christopher Baldwin Design Design Service-Spring/Summer 2018 Recreation	02/28/2018		1,500.00
			Total for Check Number 58284:	0.00	1,500.00
58285	CINTAS 460317075 460317075a	Cintas Corporation Loc. #460 Floor Mat Service 02/16 Floor Mat Service 02/16	02/28/2018		84.97 49.55
			Total for Check Number 58285:	0.00	134.52
58286	COMCAST 0457011 0724345	Comcast High Speed Internet Fee 02/18-03/18 Internet for ITS 02/14-03/14	02/28/2018		191.40 106.40
			Total for Check Number 58286:	0.00	297.80
58287	ELLITIRE 064462000876	PepBoys-Remittance Dept 2 New Tires, Wheel Balance-PW #3	02/28/2018		295.34
			Total for Check Number 58287:	0.00	295.34
58288	KCDA 300255076	KCDA Purchasing Cooperative 5 1/4" Expanding Pocket Files, Batteries	02/28/2018		59.14
			Total for Check Number 58288:	0.00	59.14
58289	MCCOUCB 17120	Mill Creek Country Club SAO Lean Training-Mtg Room & Lunch 02/22-1	02/28/2018		619.84
			Total for Check Number 58289:	0.00	619.84
58290	NATBUSFN MK495685	National Business Furniture Office Furniture-S Eastman	02/28/2018		5,538.68
			Total for Check Number 58290:	0.00	5,538.68
58291	PACAIR 9593 9830 9857 9903	Pacific Air Control, Inc. HVAC Maintenance-Library S/A Maintenance Contract Billing-Library 08/01 HVAC Maintenance-CHS HVAC Maintenance-CHS	02/28/2018		409.43 404.06 709.87 270.48
			Total for Check Number 58291:	0.00	1,793.84
58292	PEARMANA Stipend	Amanda Pearman Design-City of Mill Creek Utility Boxes	02/28/2018		500.00
			Total for Check Number 58292:	0.00	500.00
58293	PERTEET 20160281.003-07 20160281.006-03 20160281.009-01	Perteet Inc Gen Engineering Support-144th Sinkhole-Sweet Gen Engineering Support TMDL Testing 1 01/01 Gen Engineering Support NPDES Phase 1 12/18	02/28/2018		2,237.50 115.00 1,270.00

AGENDA ITEM #E.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	20160281.010-1	Gen Engineering Support NPDES Phase 2 01/01			1,095.00
			Total for Check Number 58293:	0.00	4,717.50
58294	PITNEYW 800090000046343	Purchase Power Postage-Refill Postage Meter	02/28/2018		2,000.00
			Total for Check Number 58294:	0.00	2,000.00
58295	PUGETSO 200004765331 200004765463	Puget Sound Energy 15720 Main St 01/18-02/16 15728 Main St 01/18-02/16	02/28/2018		359.72 672.86
			Total for Check Number 58295:	0.00	1,032.58
58296	SDISTCRT January 2018 January 2018a	South District Court Filing Fees SD Court-Jan Interpreting Costs-Jan	02/28/2018		6,000.95 490.02
			Total for Check Number 58296:	0.00	6,490.97
58297	SHORTCR 493392a 494541 494542 494544 494544a 494545 494546 494547 494548	Short Cressman & Burgess PLLC Prof Legal Services-Engr-June Prof Legal Services-City Council-Jan Prof Legal Services-CED-Jan Prof Legal Services-Parade Contract-Jan Prof Legal Services-Huntron Lease-Jan Prof Legal Services-Breach of Website Contract- Prof Legal Services-Exec-PRA-Jan Prof Legal Services-Fire Contract-Jan Prof Legal Services-Council-Jan	02/28/2018		716.00 3,734.17 186.00 155.00 527.00 275.00 3,198.00 4,952.00 10,190.00
			Total for Check Number 58297:	0.00	23,933.17
58298	SHREDIT 8124139370	Shred-It USA Inc Shredding Service Fee	02/28/2018		82.45
			Total for Check Number 58298:	0.00	82.45
58299	SNOCOHU 1000464999 1000465024	Snohomish County Human Services Dept. 2% Liquor Profits/Liquor Excise Taxes-3rd Qtr 2% Liquor Profits/Liquor Excise Taxes-4th Qtr	02/28/2018		1,359.21 1,303.78
			Total for Check Number 58299:	0.00	2,662.99
58300	SNOCPUD 2013-4538-6 2017-5296-1 2019-4860-1 2022-1236-1 2026-9300-8 2028-5205-9 2031-6469-4 2032-1155-2 2047-1752-4 2047-1753-2 2050-8723-2 2054-9532-8 2203-1739-0 2212-9311-1	PUD No. 1 of Snohomish County 2501 147th Pl SE 01/20-02/20 15429 1/2 Bothell Everett Hwy 01/10-02/07 13903 N Creek Dr 01/17-02/14 928 Dumas Rd 01/17-02/14 15720 Main St 01/17-02/14 15720 Main St Unit B 01/17-02/14 13510 N Creek Dr 01/17-02/14 13628 N Creek Dr 01/17-02/14 Street Lights-8 Lights-200W 01/01-01/31 Street Lights-38 Lights-250W 01/01-01/31 Street Lights-17 Lights-100W 01/01-01/31 Street Lights-49 Lights-20W 01/01-01/31 Street Lights-1 Light-240W 01/01-01/31 Street Lights-1 Light-160W 01/01-01/31	02/28/2018		38.78 17.07 849.64 127.89 1,616.23 357.87 47.70 65.11 47.68 285.38 52.87 17.15 7.94 5.18

AGENDA ITEM #E.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 58300:	0.00	3,536.49
58301	STAND 600156-0001	Standard Ins. Company RA Life, AD&D & LTD Prem MEBT-ER Paid-Mar	02/28/2018		4,305.98
			Total for Check Number 58301:	0.00	4,305.98
58302	STAND2 600156-0002	Standard Ins. Company RA Survivor Prem-MEBT-ER Paid-Mar	02/28/2018		2,126.08
			Total for Check Number 58302:	0.00	2,126.08
58303	SUMLAW 90410	Summit Law Group Prof Serv-General Labor-Guild Through 01/31	02/28/2018		2,964.39
			Total for Check Number 58303:	0.00	2,964.39
58304	TERMINIX 10506462	Terminix Processing Center Pest Control-WO #15122890856	02/28/2018		80.59
			Total for Check Number 58304:	0.00	80.59
58305	UNWAYSNC 02/09/2018	United Way of Snohomish County United Way EE for February 2018	02/28/2018		341.00
			Total for Check Number 58305:	0.00	341.00
58306	VENTPOWC 53274	Ventilation Power Cleaning, Inc. 144th St SE Sinkhole-Sweet Water Ranch	02/28/2018		2,125.20
			Total for Check Number 58306:	0.00	2,125.20
58307	WALTNELS 417901 417901a 417902	Walter E. Nelson Co. Bath Tissue, Liners, Paper Towel Rolls, Sanitizer Bath Tissue, Liners, Paper Towel Rolls, Sanitizer 3-Wiper Brawny, 8-Bath Tissue	02/28/2018		485.42 728.13 841.13
			Total for Check Number 58307:	0.00	2,054.68
58308	WSCJTC 201129667	Wa State Criminal Justice Training Commis Collision Investigation-Basic-S LaRose 01/22-01	02/28/2018		100.00
			Total for Check Number 58308:	0.00	100.00
58309	ZUMAR 1872 1872a	Zumar Industries, Inc. City Hall Campus Signs City Hall Campus Signs	02/28/2018		538.34 538.33
			Total for Check Number 58309:	0.00	1,076.67
			Total for 2/28/2018:	0.00	84,805.96
			Report Total (38 checks):	0.00	84,805.96



Date: March 13, 2018

Payroll Check Batches		
Dated	Check Numbers	Amount
02/23/2018	ACH Automatic Deposit Checks	\$155,624.99
02/23/2018	ACH Wire- FWT & Medicare Taxes	\$26,105.99
02/23/2018	ACH Wire MEBT- Wilmington Trust	\$29,521.59
02/23/2018	ACH Wire- ICMA RC- Def. Comp	\$1,076.51
02/23/2018	ACH Wire- BAC- Flex Spending Acct	\$1,012.05
03/08/2018	ACH Wire- Assoc. of WA Cities	\$82,979.23
Total		\$296,320.36

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 \$296,320.36.

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

Councilmember

Councilmember

Peggy Glawe

Finance Director

Rebecca C. Polyzotte

City Manager

Statistical Summary

Statistical Summary

Company:A0W - City Of Mill Creek Service Center:0076 Pacific North West Status:Cycle Complete
 Week#:8 Pay Date:02/23/2018 P/E Date:02/15/2018
 Qtr/Year:1/2018 Run Time/Date:16:35:52 PM EST 02/21/2018

Taxes Debited	Federal Income Tax	19,776.09	
	Earned Income Credit Advances	0.00	
	Social Security - EE	0.00	
	Social Security - ER	0.00	
	Social Security Adj - EE	0.00	
	Medicare - EE	3,164.91	
	Medicare - ER	3,164.99	
	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	26,105.99	
Other Transfers	Full Service Direct Deposit Acct. No.000060104700Tran/ABA125000024	155,624.99	
	Total Amount Debited From Your Account		181,730.98
			Total Liability
Bank Debits & Other Liability	Checks	0.00	181,730.98
	Adjustments/Prepay/Voids	0.00	181,730.98
Taxes- Your Responsibility	None this payroll		181,730.98

Payment Approval Confirmation



Company: City of Mill Creek
Requester: Kottke, Sandy
Run Date: 02/23/2018 1:02:46 PM CST

Domestic High Value (Wire)

Payment Category: Urgent/Wire

Status: Confirmed by Bank
Transaction Number: 182NC5752EKP1818

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: 29,521.59

Value Date: 02/23/2018

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
Approved: sankotke
Initial Confirmation: WTX:2018022300315116
Confirmation #: CHPR:0403275

Input Time: 02/23/2018 12:58:06 PM CST
Time: 02/23/2018 1:02:25 PM CST

Payment Approval Confirmation

Company: City of Mill Creek
Requester: Kottke, Sandy
Run Date: 02/23/2018 1:02:46 PM CST



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

Status: Confirmed by Bank
Transaction Number: 182NC5531BRN0W82

Template Name: ICMA 457 Plan
Template Code: ICMA

Debit Account Information

Debit Bank: ██████████
Debit Account: ██████████
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: ██████████
Beneficiary Bank ID: ██████████
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: 1,076.51

Value Date: 02/23/2018

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
Approved: sankottke
Initial Confirmation: WTX:2018022300315115
Confirmation #: FEDR:20180223B6B7HU4R010250

Input Time: 02/23/2018 12:55:54 PM CST
Time: 02/23/2018 1:02:25 PM CST

RptBatchSumViewForm

Page 1 of 1

ACH Cash Pro Online
City of Mill Creek

Report Date: 02/23/2018
Report Time: 12:51:38 PM

Batch Summary Report by ID Number

Company Name:	City of Mill 01	Effective Date:	02/26/2018
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	\$1,012.05	C	██████████	██████████	C	

Total Amount in Batch

Total Count in Batch

Debits	\$0.00	0
Credits	\$1,012.05	1
Prenotes	\$0.00	0

Grand Total Amount

Grand Total Count

Debits	\$0.00	0
Credits	\$1,012.05	1
Prenotes	\$0.00	0

**ASSOCIATION OF WASHINGTON CITIES
MILL CREEK, CITY OF**

ACCOUNT SUMMARY - contains all changes to this account as of 03/08/2018 01:21:48 PM

FUND: 100

ACCOUNT NUMBER: 186 L

BILL MONTH:	03/2018
COVERAGE MONTH:	03/2018
PAYMENT DUE BY:	03/10/2018
CURRENT BILLING AMOUNT:	\$82,979.23
PRIOR OVERAGE OR SHORTAGE:	\$0.00
ADJUSTMENTS:	\$0.00
TOTAL AMOUNT DUE:	\$82,979.23

100 186 L 032018 0

Fund	Account Number	Bill Month	Amount Paid
100	186 L	03/2018	\$ <u>82,979.23</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

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

APRIL						
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					

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		

Tentative Council Meeting Agendas
Subject to change without notice

Last updated: March 8, 2018

March 27, 2018

(Agenda Summary due March 13)

- Work Session: Long Term Planning
 - Economic Prosperity
 - Leadership
- Public Records Act Policy
- Addendum: Exploration Park Design Services
- Reports:
 - Labor/Management Minutes

April 3, 2018

- Snohomish County Update – Dave Somers
- Work Session: Long Term Planning
 - Long Term Planning
- Business Expense Policy
- Senior Center Contract Renewal – 2018
- Presentation: Chief for a Day
- Update - Exploration Park Project
 - Construction Mgmt Contract
 - Cost Estimates
 - Schedule

April 10, 2018

(Agenda Summary due March 27)

- WRIA 8 ILA
- Presentation: EGUV Development Agreement
- Work Session:
 - Code Revision - Repeal of Board of Appeals/Adjustment
 - Administrative approval of long plats
- 35th Construction Project
 - Bid Award
 - Communications Plan
- Reports
 - Labor Management Minutes

April 24, 2018

(Agenda Summary due April 10)

- Exploration Park
 - Bid Award
 - Communications Plan
- Reports
 - Quarterly Financial Report

JUNE						
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

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

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

May 1, 2018
(Agenda Summary due April 17)

- Beaver Management Plan

May 8, 2018

- Presentation: Website Update – 6 Month Check In
- Presentation: Sports Tourism Feasibility Study
- Reports
 - Memorial Day Update

May 22, 2018

- Check Presentation: AWC Scholarship Nominee
- Long term planning impacts from Paine Field commercial flights. Work Session:
- Work Session:
 - HR Policies – Chapter 6 (Leave)

Work in Progress – Upcoming Agenda Items

- Personnel Policies and Procedures
- Freedom Field Grant Contract
- Freedom Field Construction Contract
- Budget Calendar
 - CIP Policies
 - Financial Policies

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