

# 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 • John Steckler • Stephanie Vignal

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 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 residency 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.** 2019-851

**Next Resolution No.** 2019-579

**June 11, 2019  
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

## **NEW BUSINESS**

- B. Surface Water Aging Infrastructure (2019 Grade F Pipe Repairs) - Construction Management and Inspection Services  
*(Gina Hortillosa, Director of Public Works & Development Services)*
- C. Bond Ordinance & Bank RFP  
*(Peggy Lauerman, Director of Finance & Administration)*

## **CONSENT AGENDA**

- D. Approval of Checks #60359 through #60424 and ACH Wire Transfers in the Amount of \$170,043.82  
*(Audit Committee: Councilmember Bond and Councilmember Vignal)*
- E. Payroll and Benefit ACH Payments in the Amount of \$212,112.84  
*(Audit Committee: Councilmember Bond and Councilmember Vignal)*

**REPORTS**

- F. Mayor/Council
- G. City Manager
  - Council Planning Schedule
- H. Staff
  - Farmers Market

**AUDIENCE COMMUNICATION**

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

**ADJOURNMENT**



Agenda Item # B  
 Meeting Date: **June 11, 2018**

**CITY COUNCIL AGENDA SUMMARY**  
 City of Mill Creek, Washington

**AGENDA ITEM: SURFACE WATER AGING INFRASTRUCTURE (2019 GRADE F PIPE REPAIRS) – CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES**

**PROPOSED MOTION:**

Motion to authorize the City Manager to execute a contract with Blueline for construction management and inspection services for Surface Water Aging Infrastructure (2019 Grade F Pipe Repairs) Project in an amount not to exceed \$108,900.00

**KEY FACTS AND INFORMATION SUMMARY:**

The City’s Surface Water Capital Program currently focuses on pipes with a minimum diameter of 18 inches since their potential failure could have a negative effect on life, property or a combination of both. This *larger* infrastructure represents a total of 35,800 LF (approximately fourteen percent of the City’s total surface water pipe infrastructure). The Mill Creek Storm Pipe Assessment identified pipe faults and graded their severity on a 3-tiered level of granularity: A, C and F. A graded faults were not expected to impact the longevity of the pipe. C graded faults were recommended for repair within ten years. The most severe faults were graded F and recommended to be repaired within one year (summer 2019).

Bids for the Surface Water Aging Infrastructure (2019 Grade F Pipe Repairs) Project were opened on May 1<sup>st</sup>. At their May 14<sup>th</sup> Council meeting, Council awarded the construction to the lowest responsible bidder –Road Construction Northwest, Inc. in the “not to exceed amount of \$749,325.”

In April 2019, staff contacted five consultants from the Municipal Research and Services Center (MRSC) consultant roster soliciting Request for Qualifications (RFQs) for the construction management and inspection of the City’s Surface Water Aging Infrastructure (2019 Grade F Pipe Repairs) Project. Blueline submitted an RFQ and staff confirmed references from other agencies.

The total construction cost including the contract with Road Construction Northwest, Inc., inspections services and contingency is estimated at \$1,033,740 as shown in Table 1. Staff will address funding for these expenditures during a presentation at the June 11<sup>th</sup> Council meeting.

Table 1. Construction Phase Total Cost Estimate

<b>Item</b>	<b>Contract</b>	<b>Amount</b>
1	Road Construction Northwest, Inc.	\$749,325
2	Construction Management (Blueline)	\$108,900
3	Inspection (J. Wiese Consulting, LLC)	\$25,650
4	Contingency (20%)	\$149,865
Total		\$1,033,740

As identified in Attachment A, Blueline's scope of work includes materials submittal review, construction inspection, weekly construction meetings, preparation of monthly progress estimates and preparation of record drawings. Blueline will be inspecting eleven of the twenty sites identified in the project plans. The remaining construction sites will be inspected by J. Wiese Consulting, LLC -five sites to be repaired by Road Construction Northwest, Inc. in residential areas and four sites to be repaired by Frontier. J. Wiese's Consulting's scope of work also includes on-call services for other work as directed by the City such as inspection of utility work and constructability review of other City projects (Attachment B).

In May, the Communications and Marketing Department mailed letters to those residents and business owners that will be directly impacted by the Surface Water Aging Infrastructure (2019 Grade F Pipe Repairs) Project. Additional communication will occur after a project construction schedule is submitted by Road Construction Northwest, Inc.

Construction duration is estimated at 65 working days. The Project is scheduled to start in July and expected to be complete in October (weather dependent).

**CITY MANAGER RECOMMENDATION:**

The City Manager recommends that City Council authorize the City Manager to execute a contract with Blueline for construction management and inspection services for Surface Water Aging Infrastructure (2019 Grade F Pipe Repairs) Project in an amount not to exceed \$108,900.00.

**ATTACHMENTS:**

- Attachment A: Contract 2019-X Professional Services –Blueline
- Attachment B: Contract 2019-X Professional Services – J. Wiese Consulting, LLC

Respectfully Submitted:

  
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Michael Ciaravino  
City Manager

**CONTRACT 2019 Grade F Pipe Repairs Construction Management Services**

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

**1. Parties**

1.1 THIS AGREEMENT is made and entered into by and between the City of Mill Creek, 15728 Main Street, Mill Creek, Washington, 98012, a Washington municipal corporation (the "City") and Blueline, a corporation organized under the laws of the state of Washington, located and doing business at 25 Central Way Suite 400 Kirkland, WA 98033 ("Consultant") (collectively at times referred to as "Parties"), and shall be effective upon the authorized signatures of both Parties to this Agreement ("Effective Date").

**2. Recitals**

2.1 The City desires to retain the Consultant to perform certain professional design services related to the 2019 Grade F Pipe Repairs Construction Management Services (the "Project").

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

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

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

**3. Scope of Work**

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

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

3.3 It shall be the responsibility of the Consultant to gather and become familiar with all site information, including existing improvements, before starting and during completion of the Work. The City may make available to the Consultant copies of as-

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

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

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

**4. Period of Performance**

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

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

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

**5. Administration and Supervision**

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

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

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

5.2.2 Process for Adding or Removing Key Subconsultants

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

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

5.2.3 Process for Adding or Removing Key Personnel

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

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

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

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

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

**6. Changes in Work**

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

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

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

**7. Responsibility of the Consultant**

7.1 Standard of Care

7.1.1 The Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and coordination of the Work and all plans, designs, drawings, specifications, reports, and other services prepared or performed pursuant to this Agreement. The Consultant shall exercise the degree of care, skill and diligence normally employed by professional consultants engaged in the same profession, and performing the same or similar services at the time such services are performed. The Consultant shall be responsible for the professional standards, performance, and actions of all persons and firms performing the Work. The Consultant shall, without additional



compensation, correct or revise any errors, omissions, or specific breaches of a contractual obligation in the Work or any plans, designs, drawings, specifications, reports, and other services performed under this Agreement.

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

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

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

7.2 Maintenance of Project Documentation

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

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

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

**8. Commencement and Monthly Reports**

8.1 Notice to Proceed. After execution of this Agreement by the City and the Consultant, the City will issue a written notice to proceed on the Project and may issue

written notice(s) to proceed on specific tasks thereof if necessary to produce specified work products. Upon receipt of a notice to proceed, the Consultant shall promptly commence work.

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

**9. Compensation**

9.1 The City will pay the Consultant for authorized and satisfactorily completed Work in accordance with the terms of this Agreement. Consultant shall be paid on the basis of time actually expended and out-of-pocket expenses in accordance with the work hours and the rate(s) and for all supervision, labor, supplies, materials, equipment or use thereof, taxes, and for all other necessary incidentals all as specified in the Cost Summary. In no event, however, shall the total cumulative payment(s) paid by the City exceed the sum of **One Hundred and Eight Thousand, Nine Hundred Dollars** (\$108,900.00), including applicable state taxes ("Total Price"). The Total Price is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed amendment.

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

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

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

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

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

9.3.1 Satisfactory completion of all of the Work;

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

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

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

**10. Termination of Agreement**

10.1 Termination for Default

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

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

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

10.2 Termination for Convenience

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

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

10.3 Consultants Duties Upon Termination

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

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

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

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

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

**11. Ownership and Use of Documents**

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

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

**12. Third-Party Claims and Disputes**

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

**13. Audit and Access to Records**

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

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

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

**14. Legal Relations**

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

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

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

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

**15. Indemnification and Insurance**

15.1 Indemnification.

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

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

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

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

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

15.2 Insurance.

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

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

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

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

15.2.4 Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

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

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

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

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

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

## **16. Disputes and Remedies**

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

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



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

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

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

**17. Notice**

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

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

Blueline  
25 Central Way Suite 400  
Kirkland, WA 98033  
425-250-7239  
425-216-4052

**18. General Terms**

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

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

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

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

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

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

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

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


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

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

**CITY OF MILL CREEK**

**BLUELINE**

\_\_\_\_\_  
Michael Ciaravino, City Manager

  
Deanna Martin, Principal

Date: \_\_\_\_\_

Date: 5/29/19

**ATTEST:**

\_\_\_\_\_  
Gina Pfister, Acting City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Scott Missall, City Attorney

EXHIBIT A – SCOPE & FEE ESTIMATE

Project Name: 2019 Grade F Pipe Repairs – Construction Management Services  
Job #: 19-106 Effective Date: May 22, 2019

## Task 001 Project Management

Fee: Hourly Rate (Estimated \$9,600)

This task is for general coordination and meetings on the project, including:

- Management of all tasks and staff.
- Communication with the City regarding construction issues, costs, and schedule.
- Budget tracking and preparation of monthly invoices for work performed during the previous month, including any pertinent backup materials.

## Task 002 Construction Support – Owner’s Rep

Fee: Hourly Rate (Estimated \$35,800)

Blueline will provide Construction Support services for this Project during the construction period. Blueline will coordinate construction management activities with the City's staff and field inspector. Services under this task are anticipated to include:

- Facilitate the pre-construction conference including preparing the agenda and issuing minutes.
- Review material submittals.
- Conduct weekly progress meetings and issue minutes.
- Review force account activity and provide summary of extra work spreadsheet with attached signed FA sheets for City to prepare change orders.
- Prepare monthly pay estimates with corresponding monthly plan highlights showing bid items incorporated on plan sheets in lieu of daily FNRs.
- Review Contractor’s initial schedule 3-week look ahead schedules provided at meetings.
- General consultation and coordination on an as-needed basis. Address construction questions.

### ASSUMPTIONS & EXCLUSIONS

The City will perform the following tasks:

- Secure project display sign if required.
- Prepare and mail notice(s) to residents/businesses.
- Answer questions from public.
- Coordinate construction contract.
- Provide RFI responses.
- Prepare Letter of Substantial Completion.

The Contractor will provide construction staking.

Deliverables will include weekly progress meeting minutes, weekly statement of working days, change order recommendations with force account documentation, and monthly pay estimates with corresponding plan highlights.



**EXHIBIT A – SCOPE & FEE ESTIMATE**

## Task 003 Construction Inspection

Fee: Hourly Rate (Estimated \$43,400)

Blueline will provide field inspection for select sites as directed by the City. Services under this task are anticipated to include:

- Provide preconstruction photos.
- Review plans/specifications and visit the site.
- Review materials delivered to the site to review compliance with approved submittals.
- Provide inspection for all aspects of the construction activity to review Contractor compliance with the contract plans and specifications.
- Coordinate required testing with the City and Contractor.
- Coordinate materials testing with the Contractor and subconsultant (see Task 004).
- Record and report the progress of the construction operations to the City throughout the duration of the contract providing Inspector's Daily Reports.
- Furnish the City with verification of all quantities of materials.
- Provide record drawing redlines to supplement the Contractor's redlines.
- Monitor the Contractor's traffic control operations to review compliance with approved Traffic Control Plan. Inspector to drive work zone each day and coordinate with City and Contractor on compliance.
- Be responsive to requests from citizens and businesses.
- Prepare final punchlist.
- Provide post-construction photographs.

### ASSUMPTIONS & EXCLUSIONS

The scope and fee for this task includes the following assumptions and exclusions:

- This task assumes a construction inspection duration of 45 working days at 6 hours of inspections per day. Should inspection needs exceed the Task 003 budget, a request will be presented to the City for authorization to use the Unassigned Services Reserve task.
- Deliverables will include Inspector's Daily Reports, Records of Force Account Work, Weekly Tabulation of Quantities Placed (with all truck tickets attached), Photos (pre-construction, progress photos, and post-construction), and Record Drawing Redlines.

## Task 004 Materials Testing

Fee: Hourly Rate (Estimated \$9,600)

This task provides for backfill and HMA density testing via a third party testing firm as a subconsultant to Blueline, including mileage and testing expenses. Also included is an allowance for supplemental geotechnical consultation should the City request this service.

### ASSUMPTIONS & EXCLUSIONS

Deliverables will include density testing reports and proctor reports.



EXHIBIT A – SCOPE & FEE ESTIMATE

## Task 005 Unassigned Services Reserve (Allowance)

Fee: Hourly Rate (Estimated \$10,000)

This task provides for unanticipated engineering and/or construction support services deemed to be necessary during the course of the project that are not specifically identified in the scope of work tasks defined above but are related to this project. Any additional work or funds under this item are not to be used unless explicitly authorized by the City.

## Task 999 Reimbursables (Allowance)

Fee: Hourly Rate (Estimated \$500)

This task includes reimbursable expenses such as reprographic costs (large format copies, larger than letter/legal size), plots, and mileage.

## General Assumptions and Notes

- Scope and fees outlined above are based on the following information (any changes to these documents may result in changes to the fees):
  - a. Grade F Pipe Repairs Plans dated April 2019.
  - b. Correspondence with the City Project Manager prior to the effective date of this Agreement.
- Traffic Control Plans will be a requirement of the Contractor and not designed by Blueline.
- Project stops/starts and significant changes to the Project Schedule may result in changes to the fees provided above and a separate fee proposal will be provided.
- Night/weekend work is not anticipated and therefore not included. A separate fee proposal can be provided if overnight/weekend work is determined necessary. Night/weekend inspection is billed at 150% of the daytime billing rate.
- Time and expense items are based on Blueline's current hourly rates.
- These fees stated above are valid if accepted within 30 days of the date of the proposal.
- Blueline reserves the right to adjust fees per current market conditions for tasks not started within a year of contract execution.
- Blueline reserves the right to move funds between approved Tasks 001 – 004 as necessary based on approved scope of work provided the overall budget of Tasks 001 – 004 is not exceeded. City Project Manager will be notified if funds are shifted.



Exhibit C to the Professional Services Agreement  
 between The City of Mill Creek and The Blueline Group, LLC for the  
 2019 Grade F Pipe Repairs Project  
 dated May 22, 2019

**2019 Grade F Pipe Repairs - Construction Management Services**

Job Number: 19-106  
 Date: May 22, 2019

Prepared By: Deanna Martin, PE  
 Reviewed By: Rob Dahn, PE

Task #	Base Tasks	Principal/ Sr Project Manager		Construction Administrator		Construction Inspector		Total Hours	Total Cost	Total Cost (Rounded)
		\$200/hr		\$165/hr		\$120/hr				
		Hours		Hours		Hours				
001	Project Management	48	\$ 9,600	0	\$ -	0	\$ -	48	\$ 9,600	\$ 9,600
002	Construction Support-Owner's Rep	4	\$ 800	212	\$ 34,980	0	\$ -	216	\$ 35,780	\$ 35,800
003	Construction Inspection	0	\$ -	0	\$ -	362	\$ 43,440	362	\$ 43,440	\$ 43,400
004	Materials Testing								\$ 9,600	\$ 9,600
005	Unassigned Services Reserve (Allowance)								\$ 10,000	\$ 10,000
999	Reimbursables (Allowance)								\$ 500	\$ 500
<b>TOTAL</b>		<b>52</b>	<b>\$ 10,400</b>	<b>212</b>	<b>\$ 34,980</b>	<b>362</b>	<b>\$ 43,440</b>	<b>626</b>	<b>\$ 108,920</b>	<b>\$ 108,900</b>

Attachment 'B' to the Professional Services Agreement  
between The City of Mill Creek and The Blueline Group, LLC for the  
2019 Grade F Pipe Repairs Project  
dated May 22, 2019

**2019 Grade F Pipe Repairs - Construction Management Services**

001 Project Management		Principal/ Sr Project Manager		Construction Administrator		Construction Inspector		TOTAL HRS	TOTAL FEE
Item #	Description	\$200/hr		\$165/hr		\$120/hr			
		HRS	FEE	HRS	FEE	HRS	FEE		
1	Management of Tasks/Staff	16.0	\$ 3,200	0.0	\$ -	0.0	\$ -	16.0	\$ 3,200
2	Coordination with City	16.0	\$ 3,200	0.0	\$ -	0.0	\$ -	16.0	\$ 3,200
3	Invoicing/Budget Tracking	16.0	\$ 3,200	0.0	\$ -	0.0	\$ -	16.0	\$ 3,200
<b>Total</b>		<b>48.0</b>	<b>\$ 9,600</b>	<b>0.0</b>	<b>\$ -</b>	<b>0.0</b>	<b>\$ -</b>	<b>48.0</b>	<b>\$ 9,600</b>
<b>001 Not to Exceed</b>								<b>\$</b>	<b>9,600</b>

002 Construction Support-Owner's Rep		Principal/ Sr Project Manager		Construction Administrator		Construction Inspector		TOTAL HRS	TOTAL FEE
Item #	Description	\$200/hr		\$165/hr		\$120/hr			
		HRS	FEE	HRS	FEE	HRS	FEE		
1	Facilitate Pre-Construction Conference/Issue Minutes	0.0	\$ -	8.0	\$ 1,320	0.0	\$ -	8.0	\$ 1,320
2	Material Submittal Review	4.0	\$ 800	40.0	\$ 6,600	0.0	\$ -	44.0	\$ 7,400
3	Conduct Weekly Progress Meetings/Minutes	0.0	\$ -	32.0	\$ 5,280	0.0	\$ -	32.0	\$ 5,280
4	Review & Compile Force Account Activity	0.0	\$ -	48.0	\$ 7,920	0.0	\$ -	48.0	\$ 7,920
5	Prepare Monthly Pay Estimate and Plan Highlights	0.0	\$ -	40.0	\$ 6,600	0.0	\$ -	40.0	\$ 6,600
6	Compile WSWDs and Progress Summary Chart	0.0	\$ -	14.0	\$ 2,310	0.0	\$ -	14.0	\$ 2,310
7	Review Contractor Schedule Updates	0.0	\$ -	6.0	\$ 990	0.0	\$ -	6.0	\$ 990
8	General Consultation and Coordination	0.0	\$ -	24.0	\$ 3,960	0.0	\$ -	24.0	\$ 3,960
<b>Total</b>		<b>4.0</b>	<b>\$ 800</b>	<b>212.0</b>	<b>\$ 34,980</b>	<b>0.0</b>	<b>\$ -</b>	<b>216.0</b>	<b>\$ 35,780</b>
<b>002 Not to Exceed</b>								<b>\$</b>	<b>35,800</b>

003 Construction Inspection		Principal/ Sr Project Manager		Construction Administrator		Construction Inspector		TOTAL HRS	TOTAL FEE
Item #	Description	\$200/hr		\$165/hr		\$120/hr			
		HRS	FEE	HRS	FEE	HRS	FEE		
1	Review Contract Documents and Inspection Prep	0.0	\$ -	0.0	\$ -	24.0	\$ 2,880	24.0	\$ 2,880
2	Pre-Construction Photos	0.0	\$ -	0.0	\$ -	12.0	\$ 1,440	12.0	\$ 1,440
3	Full-Time Field Inspection (45 days @ 6 hr/day)	0.0	\$ -	0.0	\$ -	270.0	\$ 32,400	270.0	\$ 32,400
4	Prepare Weekly Quantity Tracking Forms	0.0	\$ -	0.0	\$ -	20.0	\$ 2,400	20.0	\$ 2,400
5	Prepare Record Drawing Redlines	0.0	\$ -	0.0	\$ -	12.0	\$ 1,440	12.0	\$ 1,440
6	Provide Post Construction Photos	0.0	\$ -	0.0	\$ -	12.0	\$ 1,440	12.0	\$ 1,440
7	Final Punchlist Coordination	0.0	\$ -	0.0	\$ -	12.0	\$ 1,440	12.0	\$ 1,440
<b>Total</b>		<b>0.0</b>	<b>\$ -</b>	<b>0.0</b>	<b>\$ -</b>	<b>362.0</b>	<b>\$ 43,440</b>	<b>362.0</b>	<b>\$ 43,440</b>
<b>003 Not to Exceed</b>								<b>\$</b>	<b>43,400</b>

The Blueline Group



Attachment 'B' to the Professional Services Agreement  
 between The City of Mill Creek and The Blueline Group, LLC for the  
 2019 Grade F Pipe Repairs Project  
 dated May 22, 2019

**2019 Grade F Pipe Repairs - Construction Management Services**

004 Materials Testing		Total Cost	Blueline Markup	TOTAL FEE
Item #	Description			
1	Materials Testing & Geotechnical Consultation	\$ 8,305	\$1,246	\$ 9,551
<b>Total</b>		<b>\$ 8,305</b>		<b>\$ 9,551</b>
		<b>004 Not to Exceed</b>		<b>\$ 9,600</b>

005 Unassigned Services Reserve (Allowance)		Total Cost	Allowance for additional working days	TOTAL FEE
Item #	Description			
1	Allowance for Additional Services	\$ 10,000		\$ 10,000
<b>Total</b>		<b>\$ 10,000</b>		<b>\$ 10,000</b>
		<b>005 Reserve</b>		<b>\$ 10,000</b>

999 Reimbursables (Allowance)		Total Cost	As Needed	TOTAL FEE
Item #	Description			
1	Project Expenses	\$ 500		\$ 500
<b>Total</b>		<b>\$ 500</b>		<b>\$ 500</b>
		<b>999 Reimbursables</b>		<b>\$ 500</b>

Exhibit E to the 2019 Grade F Pipe Repairs Construction Management Services Contract between the  
City of Mill Creek and Blueline

KEY PERSONNEL

Principal-In-Charge/Project Manager: Deanna Martin, PE (18 years in industry)

Construction Administrator: Deanna Martin, PE

Construction Inspector: Steven Baker, PE, CFM (7 years in industry)



**CERTIFICATE OF LIABILITY INSURANCE**

Exhibit F

DATE (MM/DD/YYYY)  
06/06/2019

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

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

<b>PRODUCER</b> Rice Insurance LLC 1400 Broadway P.O. Box 639 Bellingham WA 98227		<b>CONTACT NAME:</b> Courtney Reading <b>PHONE (A/C, No, Ext):</b> (360) 734-1161 <b>FAX (A/C, No):</b> (360) 734-1173 <b>E-MAIL ADDRESS:</b> courtneyr@riceinsurance.com	
<b>INSURED</b> The BlueLine Group LLC The LA Studio at BlueLine 25 Central Way, Ste 400 Kirkland WA 98033		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> The Travelers Indemnity Co of AM <b>INSURER B:</b> The Travelers Indemnity Co <b>INSURER C:</b> Travelers Property Casualty Co of An <b>INSURER D:</b> Navigators Insurance Co <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 42307	

**COVERAGES**                      **CERTIFICATE NUMBER:** CL1882355723                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6807J269749	08/26/2018	08/26/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/>	Y	Y	BA7J269842	08/26/2018	08/26/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP7J288623	08/26/2018	08/26/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB7J740787	08/26/2018	08/26/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Errors & Omissions			CM18DPL078389IV	08/26/2018	08/26/2019	Each Claim \$2,000,000 Aggregate \$2,000,000

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

RE: 2019 Grade F Pipe Repairs- CMS


Certificate Holder is listed as additional insured on the General Liability per form CGD3810915 attached.

Waiver of Subrogation and Primary & Non-Contributory included per form CGD3810915 attached.

Auto additional insured per form CAT4200215 attached; Waiver of Subrogation applies.

**CERTIFICATE HOLDER**

**CANCELLATION**

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

ACORD 25 (2016/03)

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COMMERCIAL AUTO

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AUTO COVERAGE PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BLANKET ADDITIONAL INSURED
- B. EMPLOYEE HIRED AUTO
- C. EMPLOYEES AS INSURED
- D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS
- E. TRAILERS – INCREASED LOAD CAPACITY
- F. HIRED AUTO PHYSICAL DAMAGE
- G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT
- H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT
- I. WAIVER OF DEDUCTIBLE – GLASS
- J. PERSONAL PROPERTY
- K. AIRBAGS
- L. AUTO LOAN LEASE GAP
- M. BLANKET WAIVER OF SUBROGATION

**A. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph A.1., **Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

**B. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph A.1., **Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:**

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**C. EMPLOYEES AS INSURED**

The following is added to Paragraph A.1., **Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

**COMMERCIAL AUTO**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

1. The following replaces Paragraph A.2.a.(2) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**E. TRAILERS – INCREASED LOAD CAPACITY**

The following replaces Paragraph C.1. of **SECTION I – COVERED AUTOS:**

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

**F. HIRED AUTO PHYSICAL DAMAGE**

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

**Hired Auto Physical Damage Coverage**

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

- (a) \$50,000;
- (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

- (a) Any "auto" that is hired, rented or borrowed with a driver; or
- (b) Any "auto" that is hired, rented or borrowed from your "employee".

**G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT**

Paragraph C.1.b. of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

**I. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**J. PERSONAL PROPERTY**

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

**Personal Property Coverage**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

COMMERCIAL AUTO

**K. AIRBAGS**

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

**L. AUTO LOAN LEASE GAP**

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

**Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles**

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED  
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.



**CITY OF MILL CREEK  
CONTRACT FOR CONSULTANT SERVICES  
CONTRACT NO.** [Click here to enter text.](#)  
[Click here to enter text.](#)

**1. Parties**

1.1 THIS AGREEMENT is entered between the City of Mill Creek, a Washington municipal corporation (hereinafter City), and J. Wiese Consulting, LLC, (hereinafter Consultant).

**2. Recitals**

2.1 The City desires to contract with the Consultant for construction engineering, construction observation / inspection, and consulting services, and the Consultant is agreeable to performing such services for the City in accordance with the terms and conditions set forth below.

IN CONSIDERATION of the mutual benefits of such performance and in consideration of the terms and conditions specified below, the parties agree as follows:

**3. Scope of Services**

3.1 The Consultant shall furnish labor, materials, and supplies necessary to perform the Scope of Services attached as **Exhibit A** and incorporated by this reference. The Consultant shall perform the Work and complete the Project so that it conforms to the highest professional standards. All services shall meet the approval of the City Manager and/or City Council, as appropriate.

3.2 The City shall review performance, reports or other submittals as identified in **Exhibit A**, and may require such modifications as it deems appropriate to bring the services into compliance with this Agreement.

3.3 The City shall provide an office cubical space, computer, Internet, and use of office equipment (copy machine, FAX, etc.) to the Consultant. The City shall provide all construction project inspection forms.

**4. Term**

4.1 The term of Consultant's performance shall end on or before May 31, 2021 unless the parties agree in writing to extend the term or as otherwise provided herein.

4.2 Consultant shall commence work upon receipt of written notice by the City, and

shall complete the work required by this Agreement in accordance with the schedule described in **Exhibit A**. Consultant understands that time is of the essence and agrees to complete all work in a timely manner.

**5. Compensation**

5.1 The Consultant shall be paid on the basis of time actually expended and out-of-pocket expenses in accordance with the fee schedule specified in **Exhibit B** and incorporated by this reference. Expenses not identified in Exhibit B will not be reimbursed by the City. In no event shall the total compensation and expenses paid to the Consultant under this Agreement exceed \$35,820.00.

5.2 The Consultant shall invoice the City on a monthly basis for services rendered under this Agreement. Upon acceptance by the City of the invoiced work, which acceptance shall not be unreasonably withheld, the Consultant shall be compensated in accordance with the City's usual procedures.

**6. Independent Contractor**

6.1 The Consultant is an independent agency with respect to the services provided under this Agreement. Nothing in this Agreement shall create the relationship of employer and employee between the parties. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not for any reason be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the state industrial insurance program, or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.

**7. Ownership and Use of Documents \*\*Not applicable**

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

sole risk.

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

**8. Insurance**

Consultant shall provide written verification of coverage as outlined below prior to commencing Services, which shall be attached to this agreement as **Exhibit C**.

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

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

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

8.3.1 Automobile Liability insurance covering all owned non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. **The City shall be named as an additional insured under the Consultant's Automobile Liability insurance policy.**

8.3.2 Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. **The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy.**

8.3.3 Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington. N/A (owner is sole employee)

8.3.4 Professional Liability insurance to the extent appropriate and generally available to the Consultant's profession. N/A, No documents being stamped.

8.4 Minimum Amounts of Insurance - Consultant shall maintain the following insurance limits:

8.4.1 Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

8.4.2 Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

8.4.3 Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit. N/A, see above.

8.5 Other Insurance Provision - The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or **be endorsed to contain that they shall be primary insurance as respect the City.** Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

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

8.7 Verification of Coverage - Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

8.8 Notice of Cancellation - The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

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

**9. Indemnification**

9.1 Consultant shall indemnify, defend and hold harmless the City, its officers, officials, employees, and volunteers ("Indemnified Parties") from and against all claims, damages, losses, and expenses, asserted against one or more Indemnified Party arising out of or resulting from the Consultant's performance of the Work or any obligation under this Agreement, to the extent caused by the negligent acts or omissions of the

Consultant, its subconsultants, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable ("Indemnified Claim"), regardless of whether or not such claim, damage, loss or expense is caused in part by an Indemnified Party. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. Where an Indemnified Claim is caused by or results from the concurrent negligence of the Indemnified Parties and the Consultant, the Consultant's duty to indemnify and defend the Indemnified Parties as provided for herein shall apply only to the extent of the negligence of the Consultant or its subcontractors, consultants or other parties for whom the Consultant is responsible. \*No subconsultants to be utilized.

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

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

9.3 Consultant's obligations under this Section shall survive expiration or termination of the Agreement. In the event of litigation between the parties to enforce the rights under this Section, reasonable attorney fees and costs shall be awarded to the prevailing party.

**10. Termination**

10.1 The City may terminate this Agreement, for default or for convenience, upon five (5) days written notice to the Consultant at the address given above. If a termination for default by the City is ultimately determined to be wrongful, it shall be deemed a termination for convenience, and not a breach of this Agreement. In the event of a termination for convenience, the City shall pay the Consultant for the work completed by the Consultant and accepted by the City in accordance with this Agreement, up to the not to exceed amount stated in Section 5.

**11. General Provisions**

11.1 Integrated Agreement. This negotiated Agreement and its exhibits are an integrated agreement and represent the entire agreement between the parties. This

Agreement supersedes all prior negotiations, representations, and agreements whether written or oral, and may be amended only by written agreement of the parties.

11.2 Assignment. The Consultant shall not assign all or any portion of its duties or obligations under this Agreement without the City's prior written consent.

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

11.4 Choice of Law. All questions concerning the validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the state of Washington, and venue shall lie in Snohomish County, Washington.

11.5 Compliance with Laws. The Consultant shall comply with all applicable federal, state, and local laws and regulations, and City ordinance in performing this Agreement.

11.6 Attorney's Fees. In any action arising out of or relating to this Agreement, the prevailing party shall be awarded its reasonable costs, including attorney fees.

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

WHEREFORE, the parties agree to be bound by the terms and conditions set forth above.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF MILL CREEK

J. Wiese Consulting, LLC

\_\_\_\_\_  
Michael Ciaravino, City Manager

\_\_\_\_\_  
Jon L. Wiese, P.E.

Owner

ATTEST:

726770.2/014455.00065

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott Missall, City Attorney

ATTACHMENTS:

EXHIBIT A:	Scope of Services
EXHIBIT B	Compensation Fee Schedule
EXHIBIT C	Insurance Verification

**EXHIBIT A**

**SCOPE OF SERVICES**

(ATTACH OR COPY/DRAFT HERE)

726770.2/014455.00065



**EXHIBIT B**  
**FEE SCHEDULE**  
**(ATTACH OR COPY/DRAFT HERE)**

726770.2/014455.00065

**EXHIBIT C**

**INSURANCE VERIFICATION**

(See attached)

726770.2/014455.00065

**EXHIBIT A**

**J. Wiese Consulting, LLC**

**City of Mill Creek Public Works Department**

**SCOPE OF SERVICES**

**TASK A – Utility Grade F Pipe Repairs Project**

Consultant Responsibilities:

A 1.1 Review Plans, Specifications, and Contract Documents

A 1.2 Attend Preconstruction Conference, review agenda/meeting minutes. Attend Preconstruction Conferences with private utility companies (2 meetings).

A 1.3 Attend Weekly Construction Meetings (assume 13 weeks)

A 1.4 Meet weekly with City to review Contractor progress

A 1.5 Provide part-time construction observation/inspection (for 5 City contractor sites and 4 utility company sites). Assume 5 hours per day.

A 1.6 Review monthly pay quantities and assist with Pay Estimates

A 1.7 Furnish City with quantities for each City contractor location (5 sites)

A 1.8 Provide final inspection and punchlist (for 9 sites)

A 1.9 Markup as-builts (for 9 sites)

A 1.10 Assist with Contract closeout

A 1.11 Provide assistance to Property Owners with landscaping/property restoration (for 20 sites)

Deliverables: (to be submitted weekly during construction project) Weekly Quantity Reports (with truck tickets attached), Construction Engineer's Daily Report, Weekly Statement of Working Days, and construction progress photos. City will provide Consultant with all necessary inspection forms for construction.

**TASK B – Provide On-Call Services (as directed by the City)**

B 1.1 Provide Plan and Specifications review of designs prepared by others, cost estimating, trouble shooting of problem issues, constructability reviews, bid ability reviews, etc. Specific services to be determined by the City's Public Works Director.

Deliverables: To be determined by City.



**EXHIBIT B**

**J. WIESE CONSULTING, LLC  
City of Mill Creek Public Works Department**

**FEE SCHEDULE**

Regular time rate per hour		<b>\$90.00</b>
Overtime rate per hour (over 8 hours per day)		<b>\$110.00</b>
<b>TASK A – Utility Grade F Pipe Repairs Project</b>	<b><u>Hours</u></b>	<b><u>Fee</u></b>
A1.1 Review Plans and Specs	5	\$450.00
A1.2 Attend Pre-Construction Conferences	5	\$450.00
A1.3 Attend Weekly Construction Meetings	26	\$2,340.00
A1.4 Meet weekly with City staff	15	\$1,350.00
A1.5 Part-time construction observation/ inspection (See attached)	165	\$14,850.00
A1.6 Pay Quantities and Pay Estimates	10	\$900.00
A1.7 Furnish Quantities for 5 City Contractor sites	10	\$900.00
A1.8 Final inspections / punchlists	9	\$810.00
A1.9 Markup As-builts	5	\$450.00
A1.10 Assist with Contract closeout	10	\$900.00
A1.11 Landscaping and property restoration	25	<u>\$2,250.00</u>
Task A Subtotal		<b>\$25,650.00</b>
<b>TASK B – On-Call Services as directed by the City</b>		
B1.1 Estimated Hours, exact scope of work to be determined	100	<u>\$9,000.00</u>
Estimated Tasks A&B auto mileage: 2,000 miles at \$0.585 per mile		\$1,170.00
<b>TOTAL ESTIMATED COMPENSATION (Tasks A&amp;B)</b>		<b>\$35,820.00</b>

**ATTACHMENT EXHIBIT B-1**

**J. WIESE CONSULTING, LLC**

**City of Mill Creek Public Works Department**

**Breakdown of Estimated Hours for Task A 1.5**

<b>TASK A – Utility Grade F Pipe Repairs Project</b>	<b><u>Hours</u></b>
<b>Task 1.5 A Private Utility Repairs at Sites #2, #3, #4, and #17 (estimate of 16 hours each)</b>	<b>64</b>
<b>Task 1.5 B Site #1</b>	<b>25</b>
<b>Task 1.5 C Site #7</b>	<b>25</b>
<b>Task 1.5 D Site #6</b>	<b>16</b>
<b>Task 1.5 E Site #10</b>	<b>15</b>
<b>Task 1.5 F Site #15</b>	<b><u>20</u></b>
<b>Task 1.5 Subtotal</b>	<b>165</b>



Agenda Item # C  
Meeting Date: June 11, 2019

## **CITY COUNCIL AGENDA SUMMARY**

City of Mill Creek, Washington

### **AGENDA ITEM: BOND ORDINANCE AND BANK RFP**

#### **PROPOSED MOTION:**

Approval of Ordinance 2019-851, relating to contracting indebtedness; providing for the issuance, sale and delivery of a \$2,822,000 aggregate principal amount of limited tax general obligation bond to provide funds to finance surface water capital improvements and other capital improvements of the City; fixing certain terms and covenants of the bond; and providing for other related matters..

#### **KEY FACTS AND INFORMATION SUMMARY:**

The City has engaged D.A. Davidson to serve as the underwriter for the City of Mill Creek on its proposed offering and issuance of bonds to fund the surface water program identified in the 2019-2024 Capital Improvement Plan.

D.A. Davidson is recommending the City issue a Limited Tax General Obligation bond through private placement. Private placement is a competitive solicitation from the banking community. The City is expecting to receive net proceeds of \$2.8 million to facilitate the surface water capital improvements.


#### **CITY MANAGER RECOMMENDATION:**

Adopt Council Ordinance 2019-851.

#### **ATTACHMENTS:**

Proposed Ordinance 2019-851.

Respectfully Submitted:

  
\_\_\_\_\_  
Michael Ciaravino  
City Manager

CITY OF MILL CREEK, WASHINGTON

ORDINANCE NO. 2019-851

AN ORDINANCE of the City of Mill Creek, Washington, relating to contracting indebtedness; providing for the issuance, sale and delivery of a \$2,822,000 aggregate principal amount of limited tax general obligation bond to provide funds to finance surface water capital improvements and other capital improvements of the City; fixing certain terms and covenants of the bond; and providing for other related matters.

Passed June 11, 2019

*This document prepared by:*

*Foster Pepper PLLC  
1111 Third Avenue, Suite 3000  
Seattle, Washington 98101  
(206) 447-4400*



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*\*The cover page, table of contents and section headings of this ordinance are for convenience of reference only, and shall not be used to resolve any question of interpretation of this ordinance.*

CITY OF MILL CREEK, WASHINGTON

ORDINANCE NO. 2019-851

AN ORDINANCE of the City of Mill Creek, Washington, relating to contracting indebtedness; providing for the issuance, sale and delivery of a \$2,822,000 aggregate principal amount of limited tax general obligation bond to provide funds to finance surface water capital improvements and other capital improvements of the City; fixing certain terms and covenants of the bond; and providing for other related matters.

THE CITY COUNCIL OF THE CITY OF MILL CREEK, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Definitions. As used in this ordinance, the following capitalized terms shall have the following meanings:

(a) “*Bond*” means the bond issued pursuant to and for the purposes provided in this ordinance.

(b) “*Bond Counsel*” means the firm of Foster Pepper PLLC, its successor, or any other attorney or firm of attorneys selected by the City with a nationally recognized standing as bond counsel in the field of municipal finance.

(c) “*Bond Account*” means the account(s) or subaccount(s) known as the Limited Tax General Obligation Bond Account, 2019, of the City created for the payment of the principal of and interest on the Bond.

(d) “*Bond Registrar*” means the books or records maintained by the Bond Registrar for the purpose of identifying ownership of each Bond.

(e) “*Bond Registrar*” means the City’s Finance Director or any successor bond registrar selected for the Bond.

(f) “*City*” means the City of Mill Creek, Washington, a municipal corporation duly organized and existing under the laws of the State.

(g) “*City Council*” means the legislative authority of the City, as duly and regularly constituted from time to time.

(h) “*Code*” means the United States Internal Revenue Code of 1986, as amended, and applicable rules and regulations promulgated thereunder.

(i) “*Construction Fund*” means the fund(s) or account(s) of the City for the purpose of carrying out the Project.

(j) “*Issue Date*” means the date of the delivery of the Bond to the Purchaser.

(k) “*Project*” means surface water capital improvements and other capital improvements, as deemed necessary and advisable by the City. Incidental costs incurred in connection with carrying out and accomplishing the Project, consistent with RCW 39.46.070, may be included as costs of the Project.

(l) “*Purchaser*” means Zions Bancorporation, N.A., its successors or assigns, or such other corporation, firm, association, partnership, trust, bank, financial institution or other legal entity or group of entities selected to serve as purchaser for the Bond.

(m) “*State*” means the State of Washington.

Section 2. Findings and Determinations. The City takes note of the following facts and makes the following findings and determinations:

(a) *Authority and Description of the Project.* The City is in need of financing surface water capital improvements and other capital improvements. The City Council therefore finds that it is in the best interests of the City to carry out the Project.

(b) *Plan of Financing.* Pursuant to applicable law, including without limitation chapters 35.37, 39.36, 39.44, 39.46 and 39.52 RCW, the City is authorized to issue general obligation bonds for the purpose of financing the Project. The total expected cost of the Project is approximately \$2,800,000, which is expected to be made up of proceeds of the Bond, and other available money of the City.

(c) *Debt Capacity.* The amount of indebtedness authorized by this ordinance is \$2,822,000. Based on the following facts, this amount is to be issued within the amount permitted to be issued by the City for general municipal purposes without a vote:

- (1) The assessed valuation of the taxable property within the City as ascertained by the last preceding assessment for City purposes for collection in the calendar year 2019 is \$4,128,225,777.
- (2) As of December 31, 2018, the City had limited tax general obligation indebtedness, consisting of bonds outstanding in the principal amount of \$31,519, which is incurred within the limit of up to 1½% of the value of the taxable property within the City permitted for general municipal purposes without a vote.
- (3) As of December 31, 2018, the City had no outstanding unlimited tax general obligation indebtedness.

(d) *The Bond.* For the purpose of providing the funds necessary to carry out the Project and to pay the costs of issuance and sale of the Bond, the City Council finds that it is in the best interests of the City and its taxpayers to issue and sell the Bond to the Purchaser consistent with this ordinance.

Section 3. Authorization of the Bond. The City is authorized to borrow money on the credit of the City and issue a negotiable limited tax general obligation bond evidencing

indebtedness in the aggregate principal amount of \$2,822,000 to provide funds necessary to carry out the Project and to pay the costs of issuance and sale of the Bond. The proceeds of the Bond allocated to paying the cost of the Project shall be deposited as set forth in Section 8 of this ordinance and shall be used to carry out the Project, or a portion of the Project, in such order of time as the City determines is advisable and practicable.

Section 4. Description of the Bond. The Bond shall be called the City of Mill Creek, Washington, Limited Tax General Obligation Bond, 2019, and shall be issued in the aggregate principal amount of \$2,822,000. The Bond shall be dated the Issue Date, shall be numbered separately in the manner and with any additional designation as the Bond Registrar deems necessary for purposes of identification. The Bond shall mature on December 1, 2033 and shall bear interest at the rate of 2.44% per annum (computed on the basis of a 360-day year of 12 30-day months), payable semiannually on each June 1 and December 1, commencing December 1, 2019. Principal on the Bond shall be payable annually on each December 1, commencing December 1, 2019, as set forth in Exhibit A, which is attached to this ordinance and incorporated by this reference.

Section 5. Bond Registrar; Registration and Transfer of the Bond. Pursuant to RCW 39.46.030(4) the City's Finance Director shall serve as initial fiscal agent for the City (the "Bond Registrar") with respect to the Bond and is authorized, on behalf of the City, to authenticate and deliver the Bond in accordance with the provisions of the Bond and this ordinance. The Bond shall be issued only in registered form as to both principal and interest and shall be recorded on books or records maintained by the Bond Registrar (the "Bond Register"). The Bond Register shall contain the name and mailing address of the owner of the Bond.

Upon a determination by the Finance Director that maintenance of the duties of the Bond Registrar is no longer convenient, the fiscal agent of the State of Washington shall act as Bond Registrar.

The Bond Registrar shall keep, or cause to be kept, at its office, sufficient books for the registration, assignment or transfer of the Bond, which books shall be open to inspection by the City at all times. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver the Bond transferred or exchanged in accordance with the provisions of the Bond and this ordinance, to serve as the City's paying agent for the Bond and to carry out all of the Bond Registrar's powers and duties under this ordinance.

The Bond Registrar shall be responsible for its representations contained in the Bond Registrar's Certificate of Authentication on the Bond.

The Bond may be assigned or transferred only in whole by the Purchaser to a single investor that is a financial institution or an entity reasonably believed to be a qualified institutional buyer within the meaning of the applicable federal securities laws. Any transfer shall be without cost to the owner or transferee, except for governmental charges imposed on any such transfer or exchange. The Bond Registrar shall not be obligated to exchange or transfer the Bond during the 15 days preceding any payment or prepayment date. When the Bond has been paid in full, both principal and interest, the Bond shall be surrendered to the Bond Registrar, who shall cancel the Bond.

Section 6. Form and Execution of the Bond.

(a) *Form of the Bond; Signatures and Seal.* The Bond shall be prepared in a form consistent with the provisions of this ordinance and State law. The Bond shall be signed by the Mayor and the City Clerk, either or both of whose signatures may be manual or in facsimile, and the seal of the City or a facsimile reproduction thereof shall be impressed or printed thereon. If any officer whose manual or facsimile signature appears on the Bond ceases to be an officer of the City authorized to sign bonds before the Bond bearing his or her manual or facsimile signature is authenticated by the Bond Registrar, or issued or delivered by the City, that Bond nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be as binding on the City as though that person had continued to be an officer of the City authorized to sign bonds. The Bond also may be signed on behalf of the City by any person who, on the actual date of signing of the Bond, is an officer of the City authorized to sign bonds, although he or she did not hold the required office on its Issue Date.

(b) *Authentication.* Only the Bond bearing a Certificate of Authentication in substantially the following form, manually signed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance: “Certificate of Authentication. This Bond is the fully registered City of Mill Creek, Washington, Limited Tax General Obligation Bond, 2019, described in the Bond Ordinance.” The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this ordinance.

Section 7. Payment of the Bond. Both principal of and interest on the Bond shall be payable in lawful money of the United States of America and shall be paid by electronic transfer, unless payment by check or draft of the Bond Registrar is permitted by the Purchaser, and sent to the Purchaser so that the Purchaser receives said payments when due at the address appearing on the Bond Register. Upon receipt of the final payment of principal of and interest on the Bond, whether at maturity or upon prepayment, the Purchaser shall present and surrender the Bond to the Bond Registrar to be destroyed or cancelled in accordance with law. The City and the Bond Registrar may deem and treat the Purchaser as the absolute owner of the Bond for the purpose of receiving payment of principal and interest and for all other purposes, and neither the City nor the Bond Registrar shall be affected by any notice to the contrary other than proper notice of assignment or transfer.

Section 8. Funds and Accounts; Deposit of Proceeds.

(a) *Bond Account.* The Bond Account is a special fund of the City created for the sole purpose of paying principal of and interest on the Bond. All amounts allocated to the payment of the principal of and interest on the Bond shall be deposited in the Bond Account as necessary for the timely payment of amounts due with respect to the Bond. The principal of and interest on the Bond shall be paid out of the Bond Account. Until needed for that purpose, the City may invest money in the Bond Account temporarily in any legal investment, and the investment earnings shall be retained in the Bond Account and used for the purposes of that fund.

(b) *Construction Fund.* The Construction Fund is created as a fund of the City for the purpose of paying the costs of the Project. Proceeds received from the sale and delivery of the Bond shall be deposited into the Construction Fund (or any subaccounts within such fund) and used to pay the costs of the Project and costs of issuance of the Bond. Until needed to pay such costs, the City may invest those proceeds temporarily in any legal investment, and the investment earnings shall be retained in the Construction Fund and used for the purposes of that fund, except that earnings subject to a federal tax or rebate requirement (if applicable) may be withdrawn from the Construction Fund and used for those tax or rebate purposes.

Section 9. Prepayment. The City may prepay the Bond in whole or in part at any time, without penalty or premium, with 30 business days' notice to the Purchaser, by paying the principal amount thereof to be prepaid together with accrued interest to the date of prepayment. If the Bond is prepaid in full interest shall cease to accrue on the date such prepayment occurs.

Section 10. Failure to Pay Installments; No Acceleration. If any payment of the Bond is not paid when due, the City shall be obligated to pay interest on that installment at the same rate provided in the Bond until that payment is paid in full or until sufficient money for its payment in full is on deposit in the Bond Account, and the principal represented by such installment has been called for payment by giving notice of that call to the Purchaser. The Bond is not subject to acceleration upon the occurrence of a payment default.

Section 11. Pledge of Taxes. The Bond constitutes a general indebtedness of the City and is payable from tax revenues of the City and such other money as is lawfully available, including surface water revenues, and pledged by the City for the payment of principal of and interest on the Bond. For as long as the Bond is outstanding, the City irrevocably pledges that it shall, in the manner provided by law within the constitutional and statutory limitations provided by law without the assent of the voters, include in its annual property tax levy amounts sufficient, together with other money that is lawfully available, including surface water revenues, to pay principal of and interest on the Bond as the same become due. The full faith, credit and resources of the City are pledged irrevocably for the prompt payment of the principal of and interest on the Bond and such pledge shall be enforceable in mandamus against the City.

Section 12. Tax Covenants; Designation of the Bond as a "Qualified Tax-Exempt Obligation."

(a) *Preservation of Tax Exemption for Interest on the Bond.* The City covenants that it will take all actions necessary to prevent interest on the Bond from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of the Bond or other funds of the City treated as proceeds of the Bond that will cause interest on the Bond to be included in gross income for federal income tax purposes. The City also covenants that it will, to the extent the arbitrage rebate requirements of Section 148 of the Code are applicable to the Bond, take all actions necessary to comply (or to be treated as having complied) with those requirements in connection with the Bond.

(b) *Post-Issuance Compliance.* The Finance Director is authorized and directed to review and update the City's written procedures to facilitate compliance by the City with the covenants in this ordinance and the applicable requirements of the Code that must be satisfied

after the Issue Date to prevent interest on the Bond from being included in gross income for federal tax purposes.

(c) *Designation of the Bond as a “Qualified Tax-Exempt Obligation.”* The City designates the Bond as a “qualified tax-exempt obligation” for the purposes of Section 265(b)(3) of the Code, and makes the following findings and determinations:

- (1) the Bond does not constitute a “private activity bond” within the meaning of Section 141 of the Code;
- (2) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds and other obligations not required to be included in such calculation) that the City and any entity subordinate to the City (including any entity that the City controls, that derives its authority to issue tax-exempt obligations from the City, or that issues tax-exempt obligations on behalf of the City) will issue during the calendar year in which the Bond is issued will not exceed \$10,000,000; and
- (3) the amount of tax-exempt obligations, including the Bond, designated by the City as “qualified tax-exempt obligations” for the purposes of Section 265(b)(3) of the Code during the calendar year in which the Bond is issued does not exceed \$10,000,000.

**Section 13. Sale and Delivery of the Bond.**

(a) *Approval of Proposal.* The Purchaser has presented a proposal (the “Proposal”) to the City offering to purchase the Bond under the terms and conditions provided therein. The Purchaser is not charging a fee for the Bond. The City Council finds that the Proposal is in the City’s best interest and authorizes the offer contained therein.

(b) *Preparation, Execution and Delivery of the Bond.* The Bond will be prepared at City expense and will be delivered to the Purchaser in accordance with the Proposal, this ordinance, together with the approving legal opinion of Bond Counsel regarding the Bond.

**Section 14. Reporting Requirements.** With respect to the Bond, the City is exempt from the official statement and ongoing disclosure requirements of the Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934.

The City hereby covenants and agrees for as long as the Bond remains outstanding, it will provide annually to the Purchaser copies of its unaudited annual financial report within 270 days after the end of each fiscal year, and its audited annual financial report when available, and such other information as the Purchaser may reasonably request from time to time.

**Section 15. Supplemental and Amendatory Ordinances.** The City may supplement or amend this ordinance for any one or more of the following purposes without the consent of the Purchaser:

(a) To add covenants and agreements that do not materially adversely affect the interests of the Purchaser, or to surrender any right or power reserved to or conferred upon the City.

(b) To cure any ambiguities, or to cure, correct or supplement any defective provision contained in this ordinance in a manner that does not materially adversely affect the interest of the Purchaser.

Section 16. General Authorization and Ratification. The Mayor, City Manager, Finance Director, City Clerk and other appropriate officers of the City are severally authorized to take such actions and to execute such documents as in their judgment may be necessary or desirable to carry out the transactions contemplated in connection with this ordinance, and to do everything necessary for the prompt delivery of the Bond to the Purchaser thereof and for the proper application, use and investment of the proceeds of the Bond. All actions taken prior to the effective date of this ordinance in furtherance of the purposes described in this ordinance and not inconsistent with the terms of this ordinance are ratified and confirmed in all respects.

Section 17. Severability. The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

Section 18. Effective Date of Ordinance. This ordinance shall take effect and be in force from and after its passage and five days following its publication as required by law.

PASSED by the City Council of the City of Mill Creek, Washington, at an open public meeting thereof, this 11<sup>th</sup> day of June, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



**EXHIBIT A  
AMORTIZATION SCHEDULE**

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
12/01/2019	\$ 195,000.00	\$ 28,499.06	\$ 223,499.06
06/01/2020	--	32,049.40	32,049.40
12/01/2020	160,000.00	32,049.40	192,049.40
06/01/2021	--	30,097.40	30,097.40
12/01/2021	164,000.00	30,097.40	194,097.40
06/01/2022	--	28,096.60	28,096.60
12/01/2022	168,000.00	28,096.60	196,096.60
06/01/2023	--	26,047.00	26,047.00
12/01/2023	172,000.00	26,047.00	198,047.00
06/01/2024	--	23,948.60	23,948.60
12/01/2024	176,000.00	23,948.60	199,948.60
06/01/2025	--	21,801.40	21,801.40
12/01/2025	180,000.00	21,801.40	201,801.40
06/01/2026	--	19,605.40	19,605.40
12/01/2026	184,000.00	19,605.40	203,605.40
06/01/2027	--	17,360.60	17,360.60
12/01/2027	189,000.00	17,360.60	206,360.60
06/01/2028	--	15,054.80	15,054.80
12/01/2028	194,000.00	15,054.80	209,054.80
06/01/2029	--	12,688.00	12,688.00
12/01/2029	198,000.00	12,688.00	210,688.00
06/01/2030	--	10,272.40	10,272.40
12/01/2030	203,000.00	10,272.40	213,272.40
06/01/2031	--	7,795.80	7,795.80
12/01/2031	208,000.00	7,795.80	215,795.80
06/01/2032	--	5,258.20	5,258.20
12/01/2032	213,000.00	5,258.20	218,258.20
06/01/2033	--	2,659.60	2,659.60
12/01/2033	218,000.00	2,659.60	220,659.60
	<u>\$2,830,000.00</u>	<u>\$533,969.46</u>	<u>\$3,355,969.46</u>

**CERTIFICATION**

I, the undersigned, City Clerk of the City of Mill Creek, Washington (the “City”), hereby certify as follows:

1. The attached copy of Ordinance No. 2019-851 (the “Ordinance”) is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on June 11, 2019, as that ordinance appears on the minute book of the City.

2. The Ordinance will be in full force and effect five days after publication in the City’s official newspaper, which publication date is expected to be June \_\_\_\_, 2019.

3. A quorum of the members of the City Council was present throughout the meeting and a majority of the members voted in the proper manner for the passage of the Ordinance.

Dated: June 11, 2019.

CITY OF MILL CREEK, WASHINGTON

\_\_\_\_\_  
City Clerk



Date: June 11, 2019

A/P Check Batches		
Dated	Check Numbers	Amount
05/13/2019	ACH-Union 76 Fleet-April	\$5,363.01
05/31/2019	60359-60424	\$164,680.81
<b>Total</b>		<b>\$170,043.82</b>

Voided Checks	
Numbers	Explanation

CLAIMS APPROVAL

We, the undersigned Finance/Audit Committee of the City of Mill Creek, recommend approval of check numbers 60359 through 60424, in the amount of \$170,043.82.

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

\_\_\_\_\_

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
City Manager

*except item 60377,  
personal conflict*

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

ACH Cash Pro Online  
City of Mill Creek

Report Date: 05/31/2019  
Report Time: 04:05:19 PM

Batch Summary Report by ID Number

Company Name: City of Mill 01      Effective Date: 05/13/2019  
 ACH ID: 2911225895      Batch Sequence: 1  
 Application Name: CCD Payments and Collections      Database Name: 76  
 Batch Status: Submitted      Created By: LOTLEO  
 Released By: PLAUERMAN

Name	ID	Amount	D/C	Bank ID	Account #	Acct Type	Trace #
76 FLEET WEX BANK	0201-00-1059153	\$5,363.01	C	071000288	4539508	C	0103161

	Total Amount in Batch	Total Count in Batch
Debits	\$0.00	0
Credits	\$5,363.01	1
Prenotes	\$0.00	0

	Grand Total Amount	Grand Total Count
Debits	\$0.00	0
Credits	\$5,363.01	1
Prenotes	\$0.00	0

**Accounts Payable**

Checks by Date - Detail by Check Date

User: Jodieg  
 Printed: 6/5/2019 10:25 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
60359	911SUPPL	911 Supply Inc	05/31/2019		
	73489	2 - Badge Modification			107.09
	74240	Vest - T. Kidwell			1,054.32
	74241	Vest - I. Durkee			1,054.32
	74246	Vest - B. Thompson			1,054.32
	74247	Vest - S. Smith			1,081.92
	74348	1 L/S Polo w/Embroidery - J Lee			61.58
		Total for Check Number 60359:		0.00	4,413.55
60360	ADPLLC	ADP, LLC	05/31/2019		
	535620489	Processing Chgs - Workforce Now - HCM 05/13			738.99
	536059949	ADP Payroll Services - Workforce Now 05/15			394.85
		Total for Check Number 60360:		0.00	1,133.84
60361	AGRII	AGRII Party & Events	05/31/2019		
	1902	Stage Set-Up/Take-Down - Memorial Day Parad			728.64
		Total for Check Number 60361:		0.00	728.64
60362	AMTESTIN	Am Test, Inc	05/31/2019		
	110346	5 - Fecal Coliform Analysis			200.00
		Total for Check Number 60362:		0.00	200.00
60363	AMAZON	Amazon Capital Services	05/31/2019		
	16GN-9TRG-RMIC	Amazon Power Cord/Amazon USB Extension			39.76
	1CHW-61G9-DJ3Q	20 Pack Microphone Sponges			8.83
	1MVD-WK93-1969	1 Anker USB Wall Charger, 6 Anker Powerline I			187.78
		Total for Check Number 60363:		0.00	236.37
60364	APPLCONC	Applied Concepts, Inc.	05/31/2019		
	348046	Radar/Lidar Holsters - BMW Police Motorcycle			617.69
		Total for Check Number 60364:		0.00	617.69
60365	BANKCARE	Bank of America	05/31/2019		
	1	Refreshments - Citizen's Academy			37.96
	10	Six Shot Speed Loader			24.28
	11	Engraved Name Plate for Pen Box - Josh			7.18
	12	Duty Gear Vintage Police Off. Uniform, Double			16.56
	13	Lodging-Deputy DeRosier Funeral Procession -1			98.88
	13A	Rebate-Lodg-Deputy DeRosier Funeral Processi			-3.96
	14	Parking - IT Meeting - J Busch 04/26			4.00
	15	Larry F. Davis Perpetual Plaque			470.61
	16	De-Escalation Training - L Pigott 05/03			78.04
	17	NATW Membership - S White			35.00
	18	All Employee Mtg - Breakfast Provided By Well			16.00
	19	"Step Up To the Plate" Prize - Discover Park Pas			35.00

# AGENDA ITEM #D.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
2		Job Posting - Communications & Marketing Coc			350.00
20		My Building Permit.com Monthly Fee			59.95
21		Wellness Event - Cinco de Mayo 05/02			79.56
22		Refreshments - Citizens Academy 05/02			17.56
23		10,000 Step Challenge Prize - Wellness Event - I			38.62
3		Toll Charges - Car #41			3.75
4		Lodging - WSHNA Conf - T Marks 04/06 - 04/1			541.12
5		Picnic Table - Placed By Hawk - CHS			237.57
6		Deliver/Install Equip - Data Center - Lodging - J			116.53
7		Lodging - 2019 ACCI Spring Conf - J Busch 04/			437.12
8		3 Boxes - Crayons - CHS Lobby			3.32
9		Overnight Letter - City Attorney Assigned Servic			25.50
Total for Check Number 60365:				0.00	2,730.15
60366	BANKCR16	Bank of America	05/31/2019		
1		ICC Membership Renewal - T Justice			135.00
2		New Vehicle License - 2019 Ford Escape Car #6			55.00
3		Mill Creek Rotary Mtg - T Rogers 04/24			17.00
4		WSAPT Spring Education Conf - K Mason-Hatt			209.44
5		Light Rail Station Mtg - T Rogers 05/03			7.00
6		Fuel Purchase - 2019 Ford Escape Car #6			45.56
Total for Check Number 60366:				0.00	469.00
60367	BENEAD R1905514	Benefit Administration Co, LLC Section 125 Flexible Benefits Plan - May	05/31/2019		157.50
Total for Check Number 60367:				0.00	157.50
60368	BIOCLEAN 9848	Bio Clean Inc Decontamination - Bio Hazardous Materials - Ca	05/31/2019		325.98
Total for Check Number 60368:				0.00	325.98
60369	BITTINGT Reimb Bittinger	Tony Bittinger Reimb Meals - LODD Funeral Motor Escort - T1	05/31/2019		78.00
Total for Check Number 60369:				0.00	78.00
60370	BRIDPETS 6618240	Bridges Pets Redbam Beef Loaf/Grizzley Salmon Oil - Bagir	05/31/2019		56.71
Total for Check Number 60370:				0.00	56.71
60371	BUILDEX 1062369	Builders Exchange of Washington Inc Publish Projects Online - Grade "F" Pipe Repair	05/31/2019		129.50
Total for Check Number 60371:				0.00	129.50
60372	BANKCR20	Business Card	05/31/2019		
1		16 Tine Bow Rake - PW4			17.66
10		6" Round Valve Box - MCSP			19.62
11		Carpenter Pen, 6" Valve Box Replacement, Dout			49.42
12		Steel Rebar Pin - Library			45.24
13		Fence Boarding - Fence Behind Overflow Parkir			212.96
14		Office Blinds - G Elwin Office			74.47
2		16 - Piece Wood Saw Blades			59.47
3		3/8" Galvanized Chain			17.59
4		Filter Plug - De-Icer			15.44
5		CHN Door Repair Supplies			20.76
6		Moss-Out Structures/Micro - CHS			17.66

# AGENDA ITEM #D.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	7	Clorox Urine Remover - Fan Motor - CHN			45.24
	8	Quikrete 80 LB Concrete - PD			30.17
	9	Elmer's Stainable Wood Glue			2.59
			Total for Check Number 60372:	0.00	628.29
60373	BANKCR24	Business Card	05/31/2019		
	1	Parking - Sno County GIS Users Group Mtg - L			6.00
			Total for Check Number 60373:	0.00	6.00
60374	BANKCR26	Business Card	05/31/2019		
	1	WA Municipal Clerks Association Membership F			75.00
	2	Post-It Notes - City Clerk			9.38
	3	1 Ream Cardstock - Police Dept Certificates			20.43
	4	Customizable Tabs-City Manager Transition Bin			20.19
			Total for Check Number 60374:	0.00	125.00
60375	BANKCR27	Business Card	05/31/2019		
	1	EOC - Section Position Vests			335.69
	1A	Use Tax - EOC - Section Position Vests			-31.90
	2	EOC Section Floor Stands			919.36
	2A	Use Tax - EOC Section Floor Stands			-87.36
	3	EOC 6 Safeco Onyx Mesh Mobile Files/Drawers			648.76
	3A	Use Tax - EOC 6 Safeco Onyx Mesh Mobile Fil			-61.65
	4	4 NIK Tests			160.78
			Total for Check Number 60375:	0.00	1,883.68
60376	BANKCR28	Business Card	05/31/2019		
	1	MRSC Small Works Roster - Annual Subscriptic			275.00
			Total for Check Number 60376:	0.00	275.00
60377	MichaelC Relocation Reim	Michael Ciaravino Relocation Reimbursement - Per Employment C	05/31/2019		
					15,000.00
			Total for Check Number 60377:	0.00	15,000.00
60378	CINTAS 4021700383 4021700383A	Cintas Corporation Loc. #460 Floor Mat Service 05/10 Floor Mat Service 05/10	05/31/2019		
					51.59
					112.83
			Total for Check Number 60378:	0.00	164.42
60379	COLUMBFE 3-K1125	Columbia Ford 2019 Black Ford F-150 #1FTEW1P46KKD5097	05/31/2019		
					38,678.20
			Total for Check Number 60379:	0.00	38,678.20
60380	COMCAST 849831021045701 849831021072434	Comcast High Speed Internet Fee 05/18 - 06/17 Internet for ITS 05/14 - 06/13	05/31/2019		
					191.42
					116.42
			Total for Check Number 60380:	0.00	307.84
60381	CONNERS Reimb Conner	Sean Conner Meal Reimb.-West Pt. Model Training - S. Conn	05/31/2019		
					213.00
			Total for Check Number 60381:	0.00	213.00

*Why is info cut off?*

# AGENDA ITEM #D.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
60382	CRIMJTC 201132431	Criminal Justice Training Commission Blue Courage Training - R Fleming 05/13 - 05/1-	05/31/2019		70.00
Total for Check Number 60382:				0.00	70.00
60383	ELWING Reimb Elwin	Greg Elwin Meal Reimbursement -WASPC 2019 Spring Con	05/31/2019		70.00
Total for Check Number 60383:				0.00	70.00
60384	EMSECDEP 19-023895-RDUD5 19-023899-RDUD5	Employment Security Depart Work History Research - Case No. 2018-16064 Work History Research - Case No. 2018-16064	05/31/2019		11.50 11.50
Total for Check Number 60384:				0.00	23.00
60385	ADLFSASC 144902 144903 144905 145780 145816	ESA Prof Svc - The Farm @ Mill Creek 02/01 - 02/28 Prof Svc - Cube Self Storage System 02/01 - 02/28 Prof Svc - Crestview Village II Plat 03/01 - 03/31 Prof Svc - Crestview Village II Plat 04/01 - 04/30 Prof Svc - Borth Property 04/01 - 04/30	05/31/2019		625.00 281.25 1,568.74 293.75 2,072.53
Total for Check Number 60385:				0.00	4,841.27
60386	FCSGROUP 2923-21905015	FCS Group Prof Svcs - Surface Water Rate Study Rendered	05/31/2019		1,150.00
Total for Check Number 60386:				0.00	1,150.00
60387	GTENORTH 425 745-6794	Frontier CC Line, Fax 03/19-04/18	05/31/2019		170.43
Total for Check Number 60387:				0.00	170.43
60388	GRYOSBRN 14	Gray & Osborne Inc Prof Svcs - 35th Ave SE Reconstruction - 03/31	05/31/2019		16,631.19
Total for Check Number 60388:				0.00	16,631.19
60389	IAPE L165342	IAPE IAPE Property/Evidence Mgmt Class - I Heath	05/31/2019		375.00
Total for Check Number 60389:				0.00	375.00
60390	JRWENTRP 4456 4457 4457A 4458	JRW Enterprises Service Call/Norton Closer #8501-689 04/17 Service Call/Norton Closer #8501-689 04/24 Service Call/Norton Closer #8501-689 04/24 Service Call - Library Emergency Due to Vandal	05/31/2019		588.48 1,266.21 1,036.33 624.33
Total for Check Number 60390:				0.00	3,515.35
60391	KCDA 300394056 300394056A	KCDA Purchasing Cooperative General Office Supplies - Passports General Office Supplies - Post-It Notes	05/31/2019		35.50 18.40
Total for Check Number 60391:				0.00	53.90
60392	KUKERR INV-051099	Kuker-Ranken, Inc. 1 Cs White Paint, 1 Cs Glo-Red Paint - Marking	05/31/2019		76.07



# AGENDA ITEM #D.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 60392:	0.00	76.07
60393	LEIRA 1402	LEIRA LEIRA Conf - I Heath & J Lee - 09/24 - 09/26	05/31/2019		650.00
			Total for Check Number 60393:	0.00	650.00
60394	LERMAN Reimb Lerma Reimb Lerma1	Nathan Lerma Reimb Meals - K9 Training - N. Lerma 04/22, 0- Reimb Meals - K9 Training - N. Lerma 04/29 - 0	05/31/2019		135.00 34.00
			Total for Check Number 60394:	0.00	169.00
60395	LynnMoto 318380	Lynnwood Motoplex Remove Authority Lights - 2013 Harley Davidso	05/31/2019		526.59
			Total for Check Number 60395:	0.00	526.59
60396	OMWATT 822783 822783A 824211	Ogden Murphy Wallace Attorneys Prof Legal Svcs - Communication - Feb Prof Legal Svcs - City Clerk- Feb Prof Legal Svcs - Franchises - April	05/31/2019		435.00 7,498.00 387.00
			Total for Check Number 60396:	0.00	8,320.00
60397	PACAIR 20597	Pacific Air Control, Inc. HVAC Repair - CHN	05/31/2019		1,815.00
			Total for Check Number 60397:	0.00	1,815.00
60398	ELLITIRE 064462007404 064462007419 064462007509 064462007525 064462007603 064462007607	PepBoys-Remittance Dept Remove & Replace Valve Cover Gasket, LOF C; Battery, Remove & Replace Starter Car #33 Battery, Front Brake, Rebuild Caliper, Rep. Sign Replace Defrost Panel, Floor Actuator Car #40 Remove/Replace Water Pump, Valve Cover Gasl Brake Pads, Front Brake Rotor, Disc Brake Roto	05/31/2019		811.91 392.40 1,332.72 861.53 1,475.58 1,921.75
			Total for Check Number 60398:	0.00	6,795.89
60399	PLATT V101156 V101156A	Platt Electric Supply, Inc 60 Lights - Facilities 60 Lights - Facilities	05/31/2019		209.50 209.50
			Total for Check Number 60399:	0.00	419.00
60400	SNOCPUD 118350604 118354194 121666193 124991650 128272039 131576264 134884983 138095171 138095172 144742180 154578572 157775537 157779629 157780038	PUD No. 1 of Snohomish County 15728 Main St 04/09 - 05/06 2720 Seattle Hill Rd 04/10 - 05/18 2725 Seattle Hill Rd 04/10 - 05/08 2501 147th Pl SE 04/20 - 05/20 3401 148th St SE 04/20 - 05/20 13903 N Creek Dr 04/17 - 05/15 928 Dumas Rd 04/17 - 05/15 15720 Main St 04/17 - 05/15 15720 Main St Unit B 04/17 - 05/15 2024 Seattle Hill Rd 04/11 - 05/09 1900 164 St SE 04/11 - 05/08 15803 32nd Ave SE 04/10 - 05/08 13628 N Creek Dr 04/20 - 05/16 13510 N Creek Dr 04/17 - 05/15	05/31/2019		1,319.35 15.66 15.66 44.38 22.50 224.07 94.53 1,471.59 328.94 33.69 25.46 21.04 43.67 44.27

# AGENDA ITEM #D.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	167414076	14810 35th Ave SE 04/10 - 05/08			50.33
			Total for Check Number 60400:	0.00	3,755.14
60401	PUGETSO 200004765331 200004765463	Puget Sound Energy 15720 Main St 04/18 - 05/17 15728 Main St 04/18 - 05/17	05/31/2019		90.97 264.77
			Total for Check Number 60401:	0.00	355.74
60402	PITNEYW 800090000046343	Purchase Power Postage - Refill Postage Meter	05/31/2019		2,500.00
			Total for Check Number 60402:	0.00	2,500.00
60403	SNOCOSHO 1000500092	Snohomish County Sheriff's Office Range Use - 3.5 Hours 04/09, 10 Hours 04/11	05/31/2019		783.00
			Total for Check Number 60403:	0.00	783.00
60404	SHREDIT 8127271093	Shred-It USA Inc Shredding Service Fee	05/31/2019		73.39
			Total for Check Number 60404:	0.00	73.39
60405	SkillPat 12087155 12087156	SkillPath/NST Seminars Admin Asst. Training - I Heath 11/14 Admin Asst Training - I Heath 08/28	05/31/2019		149.00 79.00
			Total for Check Number 60405:	0.00	228.00
60406	SCD 3758 3765	Snohomish Conservation District SCD Grant Reimbursement 10/01/18 - 12/31/18 SW Education Efforts - 4th Qtr 2018	05/31/2019		167.91 1,755.00
			Total for Check Number 60406:	0.00	1,922.91
60407	SNOCOC 2019-5003	Snohomish County Corrections Jail Service Fees - March	05/31/2019		12,416.49
			Total for Check Number 60407:	0.00	12,416.49
60408	SNOCOPW 1000500295 1000500295A 1000500296	Snohomish County Public Works Signal Maint - RR7554 - 164th SE & 9th Ave SE Signal Maint - RR7869 - Mill Crk Blvd & Main Sanding Material - RR7797 04/01 - 04/30	05/31/2019		171.50 306.56 3,638.86
			Total for Check Number 60408:	0.00	4,116.92
60409	Snohomis Shelton 2019	Attn: Motorcycle Unit - Sgt. Rob Marting S Advanced Motor Officer Cert - T Bittinger - 06/2	05/31/2019		55.00
			Total for Check Number 60409:	0.00	55.00
60410	SNOKING 65459	Sno-King Stamp, Inc. 2 Name Plates - New Plan Commissioners - Berj	05/31/2019		32.86
			Total for Check Number 60410:	0.00	32.86
60411	SNDPUBIN 7914681 7914681A EDH856292	Sound Publishing Inc Job Posting - Communications & Marketing Coc Job Posting - Senior Accountant Binding Site Plan Public Hearing Ad	05/31/2019		299.00 299.00 81.45

# AGENDA ITEM #D.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 60411:	0.00	679.45
60412	SDISTCRT I000499706 I000499706A	South District Court Filing Fees - SD Court - April Interpreter Costs - April	05/31/2019		5,150.40 249.71
			Total for Check Number 60412:	0.00	5,400.11
60413	STAPLEAD 70107960LA 70107960LA1 70107960LA2	Staples Advantage General Office Supplies General Office Supplies - Police General Office Supplies - Citizens Academy	05/31/2019		536.14 92.84 19.81
			Total for Check Number 60413:	0.00	648.79
60414	SUMLAW 103698 103698A	Summit Law Group Prof Svcs - General Labor - Guild Prof Svcs - General Labor - AFSCME	05/31/2019		110.00 192.50
			Total for Check Number 60414:	0.00	302.50
60415	TACSCREW 18241035 18241461	Tacoma Screw Products Inc Buffalo Park Play Equipment Repair Hillside Park - Play Equipment Repair - Freddy I	05/31/2019		16.45 133.77
			Total for Check Number 60415:	0.00	150.22
60416	TERMINIX 10506462	Terminix Processing Center Pest Control - WO# 16149730221 - MC Library	05/31/2019		83.98
			Total for Check Number 60416:	0.00	83.98
60417	SHERWILL 8084-1 8468-4	The Sherwin-Williams Co Paint Supplies - Community Room - CHN Paint Community Room - CHN	05/31/2019		18.76 398.68
			Total for Check Number 60417:	0.00	417.44
60418	MCTCBA CMC2019SCC	Mill Creek Town Center Business Associati 2019 Summer Concert Series Silver Sponsorship	05/31/2019		1,000.00
			Total for Check Number 60418:	0.00	1,000.00
60419	VERIZON 9830520669	Verizon Wireless Access & Usage Chgs 04/21 - 05/20	05/31/2019		2,041.81
			Total for Check Number 60419:	0.00	2,041.81
60420	WAVEDIV 08841728	WaveDivision Holdings, LLC Fiber Lease - 15728 Main St - To 3000 Rockefel	05/31/2019		629.85
			Total for Check Number 60420:	0.00	629.85
60421	WESTFALM 7139	Mindy Westfall Essential Oils & Aromatherapy 101 04/27 #7139	05/31/2019		105.00
			Total for Check Number 60421:	0.00	105.00
60422	WINSUPP 030426 00 030477 00 030876 00	Winsupply Company Irrigation Supplies - Buffalo Park Irrigation Supplies - Hillside Park Irrigation Supplies - General Stock	05/31/2019		51.44 14.50 214.92

# AGENDA ITEM #D.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	030945 00	Irrigation Supplies - Highland Park			58.30
	031013 00	Irrigation Supplies - General Stock			314.62
			Total for Check Number 60422:	0.00	653.78
60423	ZAC&THON 19-MCR0005	Zachor & Thomas, Inc., P.S. Monthly Prosecution Legal Retainer - May	05/31/2019		9,500.00
			Total for Check Number 60423:	0.00	9,500.00
60424	BANKCR25	Business Card	05/31/2019		
	1	Caution Tape/Wood Stakes - Eggstravaganza			116.00
	10	GOSQ.COM			440.00
	11	Airfare - J Kirk 08/31			308.59
	12	Facebook - Memorial Day Event 05/27			25.00
	13	Towels - Preschool Mother's Day Project			44.17
	14	Constant Contact Toolkit - Monthly Fee			104.98
	15	Beacon Publishing Ad			650.00
	2	WRPA Conference - Lodging - J Sandstrom 04/0			552.48
	3	Snohomish County Tourism Mtg - J Kirk 04/11			20.00
	4	Farmers Market Posters			129.83
	5	Youth Advisory Board Spring Social 04/12			98.49
	6	Rite In the Rain - Geocaching Log Sheets			30.85
	7	Folders For Volunteer Recognition			46.38
	8	Folders For Volunteer Recognition			27.61
	9	Parking - Mtg - Snohomish County - J Kirk 04/2			4.00
			Total for Check Number 60424:	0.00	2,598.38
			Total for 5/31/2019:	0.00	164,680.81
			Report Total (66 checks):	0.00	164,680.81



Date: June 11, 2019

Payroll Check Batches		
Dated	Check Numbers	Amount
05/24/2019	ACH Automatic Deposit Checks	\$153,046.86
05/24/2019	ACH Wire- FWT & Medicare Taxes	\$26,909.41
05/24/2019	ACH Wire MEBT-Wilmington Trust	\$28,367.81
05/24/2019	ACH Wire- ICMA RC- Def. Comp	\$1,762.87
05/24/2019	ACH Wire- BAC- Flex Spending Acct	\$162.49
05/24/2019	ACH Wire – BAC – Flex Savings Acct	1,863.40
<b>Total</b>		<b>\$212,112.84</b>

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 \$212,112.84.

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

\_\_\_\_\_

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
City Manager

Statistical Summary

**Statistical Summary**

Company:A0W - City Of Mill Creek Service Center:0076 Pacific North West Status:Cycle Complete  
 Week#:21 Pay Date:05/24/2019 P/E Date:05/15/2019  
 Qtr/Year:2/2019 Run Time/Date:18:48:44 PM EDT 05/22/2019

Taxes Debited				
Federal Income Tax		20,056.98		
Earned Income Credit Advances		0.00		
Social Security - EE		0.00		
Social Security - ER		0.00		
Social Security Adj - EE		0.00		
Medicare - EE		3,134.25		
Medicare - ER		3,134.28		
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		
State Family Leave Insurance - EE		194.55		
State Family Leave Insurance - ER		0.00		
State Medical Leave Insurance - EE		175.17		
State Medical Leave Insurance - ER		214.18		
Transit Tax - EE		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		
<b>Total Taxes Debited</b>		<b>26,909.41</b>		
Other Transfers	Full Service Direct Deposit Acct. (No 000060104700 Tran/ABA 125003024)	153,046.86		
	<b>Total Amount Debited From Your Account</b>		<b>179,956.27</b>	<b>Total Liability 179,956.27</b>
Bank Debits & Other Liability	Checks	0.00		179,956.27
	Adjustments/Prepay/Voids	0.00		179,956.27
Taxes- Your Responsibility	None this payroll			179,956.27

**Payment Details Report**



Company: City of Mill Creek  
Requester: Leo, Lota  
Run Date: 05/31/2019 4:10:11 PM CDT

**Domestic High Value (Wire)**

Payment Category: Urgent/Wire

Status: Confirmed By Bank  
Transaction Number: [REDACTED]

Template Name: MATRIX/MEBT  
Template Code: WILTRUST

**Debit Account Information**

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

**Beneficiary Details**

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

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

Beneficiary Email:  
Beneficiary Mobile Number:

**Payment Details**

Credit Currency: USD  
Credit Amount: 28,367.81

Value Date: 05/29/2019

**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: lotleo  
Approved: plauerman  
Initial Confirmation: WTX:2019052800738379  
Confirmation #: CHPR:0214251

Input Time: 05/28/2019 5:56:26 PM CDT  
Time: 05/28/2019 6:08:32 PM CDT

**Payment Details Report**



Company: City of Mill Creek  
Requester: Leo, Lota  
Run Date: 05/31/2019 4:10:40 PM CDT

**Domestic High Value (Wire)**

Payment Category: Urgent/Wire

Status: Confirmed By Bank  
Transaction Number: [REDACTED]

Template Name: ICMA 457 Plan  
Template Code: ICMA

**Debit Account Information**

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

**Beneficiary Details**

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

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

Beneficiary Email:  
Beneficiary Mobile Number:

**Payment Details**

Credit Currency: USD  
Credit Amount: 1,762.87

Value Date: 05/29/2019

**Optional Information**

Sender's Reference Number: 302029

Beneficiary Information: City of Mill Creek 302029

**Additional Routing**

Intermediary Bank ID:

Receiver Information:

**Control Information**

Input: lolleo  
Approved: plauerman  
Initial Confirmation: WTX:2019052800738380  
Confirmation #: FEDR:20190529B6B7HU4R002421

Input Time: 05/28/2019 5:54:07 PM CDT  
Time: 05/28/2019 6:08:32 PM CDT



ACH Cash Pro Online  
City of Mill Creek

Report Date: 05/31/2019  
Report Time: 04:04:49 PM

**Batch Summary Report by ID Number**

Company Name:	City of Mill 01	Effective Date:	05/29/2019
ACH ID:	[REDACTED]	Batch Sequence:	2
Application Name:	CCD Payments and Collections	Database Name:	BAC
Batch Status:	Submitted	Created By:	LOTLEO
Released By:	PLAUERMAN		

<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	\$162.49	C	[REDACTED]	[REDACTED]	C	0191160

Total Amount in Batch

Total Count in Batch

Debits	\$0.00	0
Credits	\$162.49	1
Prenotes	\$0.00	0

Grand Total Amount

Grand Total Count

Debits	\$0.00	0
Credits	\$162.49	1
Prenotes	\$0.00	0

RptBatchSumViewForm

Page 1 of 1

ACH Cash Pro Online  
City of Mill Creek

Report Date: 05/31/2019  
Report Time: 04:04:30 PM

**Batch Summary Report by ID Number**

Company Name:	City of Mill 01	Effective Date:	05/29/2019
ACH ID:	██████████	Batch Sequence:	1
Application Name:	CCD Payments and Collections	Database Name:	BAC
Batch Status:	Submitted	Created By:	LOTLEO
Released By:	PLAUERMAN		

<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	\$1,863.40	C	██████████	██████████	C	0190962

Total Amount in Batch

Total Count in Batch

Debits	\$0.00	0
Credits	\$1,863.40	1
Prenotes	\$0.00	0

Grand Total Amount

Grand Total Count

Debits	\$0.00	0
Credits	\$1,863.40	1
Prenotes	\$0.00	0

<https://cpo-ach.bankofamerica.com/wcmpr/rptbatchsumviewform.jsp?source=BATCHSU...> 5/31/2019

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

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

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

**Tentative Council Meeting Agendas**  
**Subject to change without notice**

*Last updated: June 6, 2019*

**June 11, 2019**

*(Agenda Summary due June 3)*

- Approval of Bond Ordinance & Bank RFP's
- F Failures - Inspection Contract
- Report: Farmers Market

**June 25, 2019**

*(Agenda Summary due June 17)*

- Presentation: Performing Arts Group
- Appointment to the Park & Recreation Board
- Vision 2050 Memo
- Server Upgrades

**July 2, 2019**

*(Agenda Summary due June 24)*

- 2020 Community Events
- Spine Road Professional Services Contract
- Grant Funding Application Criteria and Process
- Emergency Operations Center

**July 9, 2019**

- LTAC Grant

**Future Items**

- Comcast Settlement Agreement
- Waste Management Presentation - September
- Study Session: Compensation Strategies-Sept
- Heron Park ILA with Snohomish County-Sept
- Study Session: Public Works Shop
- Study Session: Huntron Lease

<b>AUGUST</b>						
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

<b>SEPTEMBER</b>						
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					

<b>OCTOBER</b>						
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		

**Possible Work Session Topics for Discussion**

- MCCA storm water discussions
- Utility Project Management
- Hotel/Motel Theater Tax
- ST3 Stations
- Legislative Retreat
- Gold Star Memorial
- Dobson Remillard Property
- Fleet Program
- Bike Lanes
- Community Funding Criteria and Source of Funds
- Surface Water System Study Group
- Updates to the Governance Manual



## **2019 Farmers Market**

Things are sprouting up happily in preparation for the second annual Mill Creek Farmers Market, which launches on Tuesday, June 18, from 3 p.m. to 7 p.m. in the City Hall North parking lot. The market will run through August 20.

The Farmers Market social media presence is growing every week and staff is constantly fielding calls from local farms, artists and businesses that want to be involved.

For the 2019 market, we have about 10 farms signed up, ranging from fresh cut flowers to Mill Creek local greens and more. Our favorite berry vendors will be back again, and we're hoping to open with a burst of summer flavor. The new starting date of June 18 was extremely integral to ensuring a full selection of farm fresh produce this season and we think customers will be extremely pleased with the offering.

In addition, we've added many more processor vendors to the mix this year including spices, cooking oils and confectionary items like divinity, petit fours and more. Customers will be able to linger longer with food options like Pompeii Woodfired Pizza, Oblea and 88 Cues. A lovely selection of hot and ready food will make dinner a breeze and encourage people to further enjoy the market on Tuesday nights.

Overall, we will be bringing nearly 50 vendor varieties to the market this year, averaging between 30-40 vendors each week. The list of confirmed vendors includes:

- 88 Cue
- Artsy by Rachelle
- Belle and Rose Designs
- Buck Creek Farm, LLC
- Contour Creative
- Country Comfort Quilts
- Eagles Song Health & Wellness
- EF Produce
- Egg Song Farm
- FIT4MOM North Sound
- Fruit of the Woods
- Gothberg Farms LLC
- Grain Artisan Bakery
- Grammie Crackers
- Green Team Naturally Clean
- Hayton Farms Berries
- Huckleberry Corn Company
- Kambalamba Slimes
- Knotty Nest
- Lor Chang Garden
- MUP Stuff
- Northwest Biscotti
- Oblea
- Oh My Heart Handmade Gifts
- Olive Branch
- Our Family Farm LLC
- Pixie Dance Hoops
- Pompeii Wood Fired Pizza
- Process + Headway Coffee Co.
- Rabbits Pantry
- Rachel Osteyee Studio
- SharMar Creations
- SK Designs
- Sky Valley Family Farm
- Smith Brothers Farms
- Spirited Ambiance
- The Chic Boatique
- The Monthly Dozen
- Thorsteinson Woodworking
- Tiny Delights
- Undergrowth Farm
- Osborne Books From Jen
- Whip Me Sweetly Confectionery
- Wolfgram Health & Fitness
- Women Democrats for Action
- Yanglee Garden

Market staff will continue to work with potential vendors throughout the market season. New vendors are announced at [www.facebook.com/millcreekfarmersmarket](http://www.facebook.com/millcreekfarmersmarket).

Live music from wonderful local artists will provide the market soundtrack and encourage customers to linger on summer evenings at this community gathering place.

The City also excited to partner with the new Mill Creek Kiwanis Club, which will manage our Power of Produce Kids Club each week for the duration of the market. We're working with some great curriculum ideas to provide market kids a fun activity, a two-bite taste test, and \$2 in wooden tokens to purchase their very own fruits and veggies to take home.

The new Swift Green Line and local business partnerships will make getting to the market a breeze. Customers can take the Green Line from McCollum Park and head south, or from the QFC and head north. Community Transit will be on site offering some of our lucky customers free passes to ride!