

TOWN OF WOODWAY
COUNCIL MEETING AGENDA

MONDAY, APRIL 4, 2022
6:00 P.M.

Hybrid Meeting
Woodway Town Hall | 23920 113th Place W. | Woodway, WA
Virtually via Teams

6:00 P.M.		Call to Order, Flag Salute, & Roll Call
6:00 P.M.	I	Approval of Payments – <i>April 4, 2022 Claims; March 2022 Payroll</i>
6:05 P.M.	II	Approval of Minutes – <i>March 21, 2022</i>
6:10 P.M.		Public Comments*
6:15 P.M.	III	Council Reports
6:20 P.M.	IV	Mayor’s Report
6:25 P.M.	V	Town Administrator’s Report
6:30 P.M.	VI	Ratify Interlocal Agreement with Snohomish County for Road/Street Services
6:35 P.M.	VII	Twin Maples Stormwater Utility Project
6:40 P.M.	VIII	Ordinance 2022-637: WMC 11.01.130 - Utility Billing and Collection
6:45 P.M.		Public Comments*
6:50 P.M.		General Council Discussion – Choice of Subjects
6:55 P.M.		Adjournment

* *Public comments: Those who wish to make a public comment for this meeting can do so via video or audio connection. Please keep yourself muted until the appropriate time. Phone callers can unmute themselves by dialing *6.*

Council agendas are subject to change before or during the council meetings upon motion. All times are approximate.

Anyone with a disability requiring special accommodations should contact the Town Clerk's Office at Town Hall or call (206)542-4443 before 1:00 p.m. the Thursday preceding the Council Meeting. For TDD relay service, call (206)587-5500, or outside the Seattle area #1-800-833-6388.



TOWN OF WOODWAY
CLAIMS APPROVAL

“I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein and that the claim is a just, due, and unpaid obligation against the Town of Woodway, Snohomish County, Washington, and that I am authorized to authenticate and certify to said claims.”

Clerk Treasurer

The following transactions are approved for 2022 payment:

Claims checks #13750 through 13761 and EFTs #445 & 446\$14,848.53

This 4th day of April 2022.

Mayor

Councilmember

Councilmember

Councilmember

*The three largest charges on the credit card bill are:

1. Postage: \$117.56
2. Permit Tech association membership renewal: \$45.00
3. Vehicle fuel: \$511.69 (PD - \$93.44, PW - \$418.25)



TOWN OF WOODWAY
PAYROLL APPROVAL

“I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein and that the claim is a just, due, and unpaid obligation against the Town of Woodway, Snohomish County, Washington, and that I am authorized to authenticate and certify to said claims.”

Clerk-Treasurer

The following March 2022 Payroll transactions, for 6.75 FTE, are approved for 2022 payment:

EFT transactions #403 through 423\$68,405.63

This 31st day of March 2022

Mayor

Councilmember

Councilmember

Councilmember

* There were 1.25 comp time hours accrued in March 2022

TOWN OF WOODWAY COUNCIL MEETING MINUTES

MONDAY, MARCH 21, 2022
6:00 P.M.

Hybrid meeting

In-person at Town Hall | 23920 113th Place W. | Woodway, WA 98020
Virtually via Teams

Members Present	<input checked="" type="checkbox"/> Mayor Mike Quinn	<input checked="" type="checkbox"/> Councilmember Andrew DeDonker
	<input checked="" type="checkbox"/> Councilmember Elizabeth Mitchell	<input checked="" type="checkbox"/> Councilmember John Brock
	<input checked="" type="checkbox"/> Councilmember Brian Bogen	<input checked="" type="checkbox"/> Councilmember Rajeev Thakur*
Staff & Guests Present	<input checked="" type="checkbox"/> Town Administrator Eric Faison*	<input checked="" type="checkbox"/> Clerk-Treasurer Heidi Napolitano
	<input checked="" type="checkbox"/> Town Engineer John Forba*	<input checked="" type="checkbox"/> Town Planner Bill Trimm*
	<input type="checkbox"/> Police Chief Alan Correa	<input checked="" type="checkbox"/> Public Works Director Terry Bryant*

*Attended virtually

CALL TO ORDER, FLAG SALUTE, ROLL CALL

Mayor Quinn called the meeting to order at 6:01 p.m.

I - ORDINANCE 2022-638: WMC 16.10.600-650 GEOLOGIC HAZARD CODE UPDATE

Town Planner Bill Trimm introduced consultant Tim Peters, who assisted with the proposed updates, and presented the proposed changes to the Town's geologic hazard code, Woodway Municipal Code 16.10.600-650. Mr. Trimm outlined the changes to each section; major proposed changes include:

- Updating the definitions of landslide hazard areas.
- Increasing the landslide hazard area at the toe of the slope, based on findings after the Oso landslide.
- Removing section 16.10.610 – Buffers.
- Updating development requirements in various hazard areas.
- Amending the geologic hazard area performance standards.

Mr. Trimm concluded by sharing that, in his professional opinion, the changes would be in the best interest of the Town and of property owners. Discussion included:

- Possible impact on residents.
- The Town's potential liability under the code.

- Where slopes are considered to begin and end.
- How to notify residents of the new regulations.
- Future development in landslide hazard areas.
- Which portions of Town and the Town's MUGA have geologic hazard areas.

ACTION:

Councilmember Brock moved to approve Ordinance 2022-638: WMC 16.10.600-650 Geologic Hazard Code Update, substantially in the form presented. *Councilmember DeDonker* seconded the motion. The motion passed unanimously.

AMEND THE AGENDA

ACTION:

Councilmember Mitchell moved to amend the agenda to move the public comment period to be immediately after agenda item II. *Councilmember Bogen* seconded the motion. The motion passed unanimously.

II - DISCUSSION: OVERLAY OPTIONS

Public Works Director Bryant made a presentation about pavement maintenance and options for future maintenance, including chip seal, overlay, and fixing only the worst areas while waiting for costs to decrease. Town Engineer John Forba presented additional information, including a description of alligator cracking, which indicates subgrade defects and would likely lead to major potholes. Discussion included:

- The overall condition of the roads in the Highlands neighborhood.
- The necessity of repairing the subgrade to increase the life of whichever option is chosen.
- Clarifying that both chip seal and overlay would require grinding before the new surface could be installed.

PUBLIC COMMENTS – MOVED PER THE MOTION TO AMEND THE AGENDA

- Jay Grant, Port of Edmonds Commissioner, introduced himself as a newly elected commissioner.
- Nat Ersoz, resident, had several questions and comments about the pavement maintenance options and requested that the Town collaborate with the Woodway Highlands neighborhood HOA when deciding which option to proceed with.
- John Rettenmier, resident, commented on overlays.
- Buck Jorgensen, resident, thanked the council for putting up speed signs in the Twin Maples neighborhood. Mayor Quinn commented that a letter will be sent to Twin Maples residents with traffic information for their neighborhood.

III - APPROVAL OF PAYMENTS – MARCH 21, 2022 CLAIMS

Councilmember DeDonker moved to approve the March 21, 2022 claims checks #13741 through 13749 and EFT #382 totaling \$64,599.14. *Councilmember Mitchell* seconded the motion. Town Engineer Forba gave additional information about the stormwater repair item. The motion passed unanimously.

IV - APPROVAL OF MINUTES – MARCH 7, 2022 MINUTES

Councilmember Brock moved to approve the March 7, 2022 council meeting minutes as amended. *Councilmember DeDonker* seconded the motion. The motion passed unanimously.

V - COUNCIL REPORTS

Councilmember Brock attended a recent WRIA-8 Salmon Recovery Council meeting that included a discussion of new state grant funding opportunities and several other topics.

Councilmember DeDonker requested that the council move the public comment section to the beginning of the meeting.

Councilmember Bogen

- Added that the WRIA-8 Salmon Recovery Council meeting also included federal grant funding opportunities in addition to those at the state level.
- Requested that future overlay discussions include a timeline of the bidding/construction process.

Councilmember Mitchell

- Shared a recent letter from a resident commenting on street parties that took place in the Twin Maples neighborhood and asking about regulations for street parties.

Councilmember Thakur

- Reported that the last Snohomish County Tomorrow meeting was cancelled.

VI - MAYOR'S REPORT

- The Town could drop the speed limit in the Twin Maples neighborhood to 20 mph to test it for one year.
- There is a need to clarify what activity is allowed in the Town's rights-of-way.
- Continuing to work with Town Administrator Faison to find federal funding for sewer installation and other items.

VII - TOWN ADMINISTRATOR'S REPORT

- Public Works Director Bryant gave information on fence repairs adjacent to the Reserve.
- Shared that the Police department vehicle needs a new computer. A recent software update from Sno911 meant that the computer could no longer run the dispatch program.

VIII - STORMWATER EMERGENCY REPAIR REQUEST

Town Administrator Faison clarified that this item was before the council because it was not included in the 2022 budget and would require a budget amendment before the end of the year. Public Works Director Bryant presented information on the three failing catch basins and the quote received. He recommended that the council accept the bid. A brief discussion followed.

ACTION:

Councilmember DeDonker moved to authorize the Mayor to execute the contract for emergency stormwater repair. *Councilmember Brock* seconded the motion.

The council discussed whether formal approval was necessary. The consensus of the council, mayor, and staff was that formal approval was not necessary because the contract was below the threshold for needing council approval.

Councilmember DeDonker removed his motion.

PUBLIC COMMENTS

None.

GENERAL COUNCIL DISCUSSION – CHOICE OF SUBJECTS

Mayor Quinn commented on the order of meetings and when the public comment period should be held. A brief discussion followed. The consensus of the council was to continue scheduling consultants at the beginning of the meeting.

Councilmember Brock suggested the council discussion traffic calming at the upcoming study session.

Councilmember Mitchell commented on the pavement maintenance discussion and the input from residents.

ADJOURNMENT

Councilmember DeDonker moved to adjourn the meeting. *Councilmember Bogen* seconded the motion. The motion passed unanimously. The meeting was adjourned at 8:04 p.m.

Respectfully Submitted,

APPROVED BY THE TOWN COUNCIL

Heidi K. S. Napolitano, Clerk-Treasurer,

Michael S. Quinn, Mayor

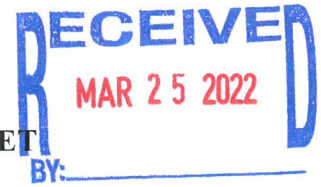
(These minutes accurately reflect what was said at the Council Meeting. Publication does not vouch for the veracity of these statements.)

MEMO

TO: MAYOR MIKE QUINN, WOODWAY COUNCILMEMBERS
FROM: TERRY BRYANT, PUBLIC WORKS DIRECTOR
SUBJECT: ILA WITH SNOHOMISH COUNTY FOR ROAD/STREET SERVICES
DATE: APRIL 1, 2022
CC: ERIC FAISON, TOWN ADMINISTRATOR

Greetings Mayor & Councilmembers,

The Interlocal Agreement with Snohomish County presented tonight for ratification by the council is for road/street services. The ILA is a continuation of a 2016 ILA for overlays, road striping, and bridge inspections. While the County is not offering overlay services right now, we can still use this agreement for road striping and bridge inspections. This agreement will remain in effect through 2026, with the option to extend through 2038.



INTERLOCAL AGREEMENT FOR MUNICIPAL ROAD AND STREET SERVICES WITHIN THE TOWN OF WOODWAY

This INTERLOCAL AGREEMENT FOR MUNICIPAL ROAD AND STREET SERVICES WITHIN THE TOWN OF WOODWAY (this "Agreement"), is made and entered into, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the TOWN OF WOODWAY, a Washington municipal corporation (the "Town") pursuant to Chapter 39.34 RCW.

RECITALS

A. Pursuant to an Interlocal Agreement for Municipal Road and Street Services within the Town of Woodway (hereinafter "the Original Agreement") dated December 12, 2016, the County has historically performed street and road services for the Town.

B. The County and the Town agree that it is mutually beneficial for the County and the Town to continue working together cooperatively. Pursuant to this Agreement, chapter 39.34 RCW, RCW 35.77.020 through .040 and RCW 36.75.207, the Town and County wish to both provide and receive street and road services from one another.

C. It is the intention of the parties that the duties and obligations of this Agreement substitute for, and supersede the duties and obligations of, the Original Agreement as set forth in Section 17.1 below.

D. Pursuant to Section 4 below, the requesting party shall reimburse the performing party for its actual costs incurred in performing the requested services, including time, labor, equipment, materials, and administrative overhead, all as more fully described in this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Town agree as follows:

1. Purpose of Agreement.

This Agreement is authorized by and entered into pursuant to chapter 39.34 RCW, RCW 35.77.020 through .040 and RCW 36.75.207. The purpose and intent of this Agreement is for the County and the Town to work together to design and construct small capital projects on Town and County streets and bridges and to maintain Town and County streets and bridges.

2. Effective Date and Duration.

This Agreement shall not take effect unless and until it has been duly executed by both parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website. This Agreement shall remain in effect through December 31, 2026, unless earlier terminated pursuant to the provisions of Section 14 below; PROVIDED HOWEVER, that the term of this Agreement may be extended or renewed for up to two (2) additional three (3) year terms by written notice from the County to the Town, PROVIDED FURTHER that each party's obligations after December 31, 2021, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

3. Administrators.

Each party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such party's participation in this Agreement. The parties' initial Administrators shall be the following individuals:

County's Initial Administrator:

Doug McCormick, P.E., County Engineer
Snohomish County Public Works
3000 Rockefeller Avenue M/S 607
Everett, WA 98201

Town's Initial Administrator:

Terrance R. Bryant, Jr., PW Director
Town of Woodway
23920 113th Place W
Woodway, WA 98020

Either party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other party

4. Scope of Services.

The scope of the road and street services (the "Services") includes but shall not be limited to the following:

- a. Construction of small capital projects on Town or County streets and bridges, not subject to mandatory competitive bidding, as determined by the Town or County, and which do not exceed \$10,000 for a single project or activity as established by state law.
- b. Maintenance services on Town or County streets and bridges (including, but not limited to the list of municipal road and street services contained in Appendix A and B), to maintain the facility, as nearly as practical in its original as constructed condition or its subsequently improved condition, and the operation of roadway facilities and services to provide satisfactory and safe motor vehicle transportation.

- c. Engineering and administrative services including clerical services, necessary for the planning, establishment, construction, and maintenance of the streets and bridges of the Town or County.

5. Process for Delivery of Services.

5.1 Submission of Work Orders. If the Town or County (the “requesting party”) desires that the other party perform (the “performing party”) any of the Services, the requesting party shall submit to the performing party’s Administrator, or his or her designee, a Work Order in substantial form to that attached hereto in Appendix C. The performing party shall complete a Work Order in which it shall describe in detail the Services to be performed and shall state the desired completion date. The performing party may in its sole discretion require additional information from the requesting party, including but not limited to, a road plan and profile or sketches. Neither party shall submit any Work Orders for which the cost for design, right-of-way acquisition, construction, or maintenance are reimbursable with Federal funds or Federal grants.

5.1.1 Work Orders for Winter Maintenance. Either party, at its own discretion, may submit an annual Work Order for winter maintenance operations. Any such annual Work Order shall include a plan identifying the routes on which the requesting party desires winter maintenance services to be performed. Unless otherwise notified by the requesting party, the performing party will conduct winter maintenance operations on the roads and streets identified in the plan at those times the performing party has mobilized winter operations in the general area. Provided an annual Work Order request has been submitted by the requesting party and accepted by the performing party, individual Work Order requests will not be required to initiate a response to snow and ice events.

5.1.2 Work Orders for Ongoing Maintenance. Either party, at its own discretion, may submit an annual Work Order for ongoing maintenance operations. Any such annual Work Order shall include a plan identifying the routes on which the requesting party desires ongoing maintenance and describe in detail the maintenance operations requested. Unless otherwise notified by the requesting party, the performing party will conduct ongoing maintenance operations on the requesting party’s roads and streets identified in the plan. Provided an annual Work Order request has been submitted by the requesting party and accepted by the performing party, individual Work Order requests will not be required to initiate the performance of ongoing maintenance operations.

5.1.3 Work Orders for Emergency Response Services. Either party, at its own discretion, may submit an annual Work Order for emergency response services. Any such annual Work Order shall include a plan identifying triggering emergency events and the routes on which the requesting party desires emergency response services as well as describe in detail the emergency operations requested. Unless otherwise notified by the requesting party, the performing party will conduct emergency response operations on the roads and streets identified in the plan upon the occurrence of an emergency event. Provided an annual Work Order request has been submitted by the requesting party and accepted by the performing party, individual Work Order requests will not be required to

initiate the response to an emergency event.

5.2 Response to Work Orders. Upon receipt of a Work Order, the performing party shall review the Services requested therein. In its sole discretion, the performing party may agree to accept or reject the Work Order. Should the Work Order be rejected, the performing party shall make a notation to that effect on the Work Order and return it to the requesting party. Should the Work Order be accepted, the performing party shall (1) make a notation to that effect on the Work Order, and (2) prepare an Estimate of the time and costs for the requested Services as well as the time and cost of preparing said Estimate, which it will attach to the Work Order. The Estimate is non-binding and does not constitute a bid or contract maximum, and the requesting party shall remain liable for the entire actual cost as described in Section 8 below. Once the Estimate has been attached to the Work Order, the Work Order and Estimate shall be returned to the requesting party.

5.3 Notice to Proceed. Upon receipt of a responsive Work Order and Estimate the requesting party may issue a written Notice to Proceed authorizing the performing party to perform the requested Services. The issuance of a Notice to Proceed shall constitute a representation by the requesting party that (1) it finds the Estimate acceptable, and (2) sufficient funds are appropriated to cover the cost of the Services.

5.4 Performing Party. Upon issuance of a Notice to Proceed, the Administrators or their designated agents shall finalize working procedures associated with the delivery of the Services. The performing party shall furnish and supply all necessary labor, supervision, machinery, equipment, material and supplies other than those required to be furnished by the requesting party, PROVIDED HOWEVER that the performance of work shall be subject to availability of personnel, equipment, and materials necessary to perform the Services without unduly disrupting the normal operations and functions of the performing party. The performing party shall notify the requesting party of any inability to perform under this Agreement, including postponement of Services due to workload constraints.

5.5 Changes to Work Orders by the Requesting Party. The requesting party may make changes to the requested Services by submitting a new Work Order outlining in detail the desired changes to the Services. The performing party, in its sole discretion, may accept or reject the new Work Order, PROVIDED HOWEVER that the acceptance is not required where the requesting party is terminating work pursuant to Section 14.2 below. The requesting party shall be liable for all increases in cost, if any, which may be incurred by changes to the Services, including but not limited to clean-up and striping costs and any non-cancelable costs.

5.6 Changes to Work Orders by the Performing Party. After issuance of a Notice to Proceed, the performing party shall provide the requesting party with written notification of any changes to the Work Order required by the performing party when such changes will substantially alter the nature of the Services or the Estimate. The performing party shall obtain the requesting party's written approval to any such changes before implementing them.

5.7 Authority of Administrators. By entering into this Agreement and upon it becoming effective as described in Section 2 above, both parties authorize their respective Administrators to accept, deny, and negotiate the Work Orders described in this Section 4, including any associated increase, decrease, or other change to the costs of the Services.

6. Services Provided.

6.1 Lead Agency. The County shall serve as the lead agency for the Services provided by the County. The Town shall serve as the lead agency for Services provided by the Town.

6.2 Services. The performing party shall solely determine the schedule for the Services. The performing party will provide the requesting party with a full and complete copy of any construction design plans. The performing party shall segregate the costs of the Services from other work they may be performing.

6.3 Independent Contractor. The performing party shall perform the work as an independent contractor and not as an agent, employee, or servant of the other party. The performing party shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the performing party.

7. Cooperation by Requesting Party.

7.1 Agreement to Cooperate. The requesting party shall cooperate in completing the Services. The requesting party shall make its personnel, including but not limited to its Police and Public Works Department staff, available at reasonable times and upon reasonable advance notice, for purposes of facilitating the performance of the Services, including but not limited to any safety planning meeting the performing party schedules for purposes of discussing traffic control issues. Upon request by the performing party's Administrator or his or her agent and before any work is commenced, the requesting party shall order the temporary closing to traffic of all roads and streets, or portions thereof, as deemed necessary by the performing party, in its sole discretion, to perform the Services.

7.2 Grant of Access. The requesting party certifies that it owns the real property or right-of-ways upon which the Services shall be rendered and additional real property or right-of-ways are not needed to complete the Services. The requesting party further grants to the performing party, for the purpose of performing Services pursuant to this Agreement, permission and right-of-entry on, over, under, above and through real property owned by the requesting party and those rights-of-way and WSDOT rights-of-way that the requesting party is responsible for maintaining that are necessary or convenient for the performing party to access in performing the Services.

7.3 Coordination with WSDOT and Utilities. Should, in providing the Services, it become necessary or convenient for the performing party to enter in, on, over, under or above a right-of-way owned by WSDOT or any utility or impact any equipment owned by WSDOT or any utility, the performing party shall notify the requesting party,

and the requesting party shall cooperate in the efforts to coordinate with WSDOT and/or the utility to obtain any required approvals and/or permits authorizing such activity.

7.4 Permitting. At least thirty (30) days prior to the delivery of any requested Services, the requesting party shall obtain and provide to the performing party copies of all permits necessary for the Services.

7.5 Party's Powers. Nothing contained herein shall be construed as in any way divesting either party of any of its powers with respect to the supervision, management, and control of roads and streets within its boundaries.

8. Payment by Requesting Party.

8.1 Actual Costs. The performing party shall be reimbursed in full by the requesting party for the actual costs of the Services provided on a time and materials basis plus an administrative overhead charge as described in Section 8.2 below. The performing party agrees that only those costs directly allocable to the Services under generally accepted accounting procedures will be charged to the requesting party. In computing the cost of the use of machinery and equipment, the performing party shall charge the requesting party for the full cost to the performing party of rental machinery and equipment and any operator furnished therewith and/or the performing party's equipment rental rate on performing party-owned machinery and equipment.

8.2 Administrative Overhead. For the purpose of fixing the compensation to be paid by the requesting party for the Services, it is agreed that there shall be included in each billing, to cover administrative costs, an amount not to exceed each party's administrative rate. The County rate is currently set at 20% of the total labor cost to the County for those County employees performing Services for the Town under this Agreement. The Town rates is currently set at ____ of the total labor cost to the Town for those Town employees performing Services for the County under this Agreement. Charges for administrative costs are in addition to charges for materials and equipment. This rate may be reasonably adjusted annually to reflect changes in actual administrative costs without the need for a formal amendment of this Agreement.

8.3 Invoicing and Payment. The performing party shall invoice the requesting party or its designee for all Services performed by the performing party. The requesting party shall remain liable for complete and timely payment of all amounts invoiced. Invoices may be sent monthly, quarterly or on any other schedule that is mutually convenient to the parties. The performing party shall include in each invoice, documentation of all costs for labor, materials and equipment included in the invoice. Unless the requesting party delivers written notice to the performing party disputing the amount of a particular invoice, the requesting party shall make payment on all invoices submitted by the performing party within thirty (30) days of the invoice date. Amounts not paid within 30 days of the invoice date shall thereafter accrue interest at a rate of twelve percent per annum or one percent per month.

8.4 Records. The parties shall maintain accurate time and accounting records related to the Services for a period of three (3) years following final payment.

9. Indemnification/Hold Harmless.

Each party shall protect, defend, indemnify and save harmless the other party, its officers, officials, employees and agents while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages, of whatsoever kind arising out of, or in connection with, or incident to the services associated with this Agreement caused by or resulting from each party's own negligent acts or omissions. Each party agrees that it is fully responsible for the acts and omissions of its own subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

The provisions of this Section 9 shall survive the expiration or earlier termination of this Agreement.

10. Liability Related to Ordinances, Policies, Rules and Regulations.

In executing this Agreement, the performing party does not assume liability or responsibility for or in any way release the requesting party from any liability or responsibility which arises in whole or in part from the existence or effect of the requesting party's ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such ordinance, policy, rule or regulation is at issue, the requesting party shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the Town, the County, or both, the requesting party shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

11. Insurance.

Each party shall maintain its own insurance and/or self-insurance for its obligations from damage to property and/or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying part to the indemnified party(s). Each Party shall provide the other with a certificate of insurance or letter of self-insurance annually as the case may be.

Each party shall provide or purchase workers' compensation insurance coverage to meet the Washington State Industrial Insurance regulations and cause any subcontractors working on behalf of said party to also carry such insurance prior to performing work under the Agreement.

12. Compliance with Laws.

In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules and regulations.

13. Default and Remedies.

13.1 Default. If either the County or the Town fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said thirty (30) day period, then the non-performing party shall not be in Default if it commences cure within said thirty (30) day period and thereafter diligently pursues cure to completion.

13.2 Remedies. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 13.1 above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

14. Early Termination.

14.1 30 Days' Notice. Except as provided in Section 14.2 below, either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days' advance written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

14.2 Lack of Funding. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by either party immediately by delivering written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

14.3 Calculation of Costs Due Upon Early Termination. Upon early termination of this Agreement as provided in this Section 14, the Town and County shall pay for all Services performed up to the date of termination, as well as the costs of any and all non-cancelable obligations. The County and County shall notify the other within thirty (30) days of the date of termination of all remaining costs including non-cancelable costs.

Termination costs charged shall not exceed the actual costs incurred as a result of early termination. No payment shall be made for any expense incurred or Services performed following the effective date of termination unless authorized in writing by the other party.

15. Dispute Resolution.

In the event differences between the parties should arise over the terms and conditions or the performance of this Agreement, the parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter shall be referred for mediation to a mediator mutually selected by the parties. If mediation is not successful, either of the parties may institute legal action for specific performance of this Agreement or for damages.

16. Notices.

All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

17. Miscellaneous.

17.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein, including but not limited to the Original Agreement PROVIDED HOWEVER, that the parties' duties and obligations under the Original Agreement regarding insurance and indemnification shall survive as to any claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and attorneys' fees in defense thereof, known or unknown, for injury, sickness, disability or death to persons or damage to property or business, arising prior to the Effective Date of this Agreement. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

17.2 Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

17.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in

and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

17.4 Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

17.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

17.6 No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

17.7 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

17.8 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

17.9 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

17.10 No Separate Entity Necessary. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

17.11 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

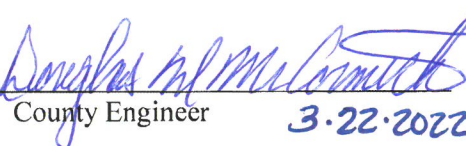
17.12 No Third Party Beneficiaries. This Agreement and each and every provision hereof is for the sole benefit of the Town and the County. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.

17.13 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last party to sign.

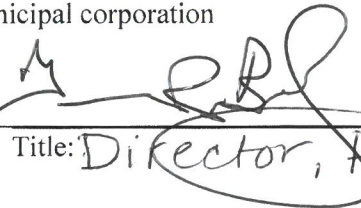
COUNTY:

Snohomish County, a political subdivision
of the State of Washington

By 
County Engineer 3.22.2022

TOWN:

Town of Woodway, a Washington
municipal corporation

By 
Title: Director, Public Works

Approved as to Form:

/s/ George Marsh 10/06/2021
Deputy Prosecuting Attorney

Approved as to Form:

Greg A Rubstello
Town Attorney

Digitally signed by Greg A Rubstello
Date: 2021.12.16 10:31:22 -08'00'

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APPENDIX A
MUNICIPAL ROAD AND STREET SERVICES
Snohomish County - Road Maintenance Division

Work Operations (Estimates provided on a per project basis)	
Drainage:	
<ul style="list-style-type: none"> • Catch Basin Routine Maintenance: Manually clean catch basins to ensure drainage flow is not restricted. This includes removing debris from the inlet and/or cleaning the catch portion of the structure. 	
<ul style="list-style-type: none"> • Catch Basin Mechanical Cleaning: Mechanically remove sediment and debris from the catch basin using a vactor or eductor truck using vacuum hose and water jet as necessary to ensure drainage system remains free of material and flows are not restricted. 	
<ul style="list-style-type: none"> • Culvert Cleaning, and Inspection, Manual: Inspecting and manually cleaning culvert inlets and outlets. 	
<ul style="list-style-type: none"> • Culvert Cleaning, Mechanical: Use mechanical equipment for cleaning the culvert such as vactor, flusher or a backhoe to clean inlets and outfalls to remove obstructions. 	
<ul style="list-style-type: none"> • Detention/Retention Basin Maintenance: Remove accumulated sediment, vegetation and debris from detention/retention basins to maintain design capacity to allow for proper function of the structure. Removal may be by manual or mechanical means and may include cleaning inlet and outlet grates/pipes. 	
<ul style="list-style-type: none"> • Ditch Maintenance: Cleaning or re-shaping a man-made, open, storm water conveyance system that was constructed to carry storm water onto, through, or away from the highway right-of-way (i.e., not a modified stream). This operation does not include the acquisition of any permitting if required. 	
<ul style="list-style-type: none"> • Underground Retention/Detention Facility Maintenance: Mechanically or manually clean and/or inspect underground detention/retention facilities on the right of way to maintain proper design capacity for the structure. This activity requires compliance with confined space regulations. 	
Pavement Maintenance and Repair:	
<ul style="list-style-type: none"> • Crack and Joint Sealing: Repair defects in pavement surface by installing crack filling material to prevent water from entering the sub-grade. Cracks are cleaned and routed prior to filling. 	
<ul style="list-style-type: none"> • Install Lane Markers/Raised Pavement Markers: Install lane markers to replace worn markers or to facilitate design changes in the channelization. 	

<ul style="list-style-type: none"> • Installation, Maintenance and Repair of Guardrail: Maintain and repair guardrail; adjust cable tension; repair damage caused by collisions; upgrade terminal end sections; adjust height and alignment; Install new guardrail to design specifications.
<ul style="list-style-type: none"> • Manual Pavement Patching: To repair the road surface by hand spreading asphalt mix (typically hot mix), raking to establish proper grade and compacting with a roller or other available means. Repair potholes, edge failures, dips, etc.
<ul style="list-style-type: none"> • Pavement Markings -Thermo-plastic/Durable: Apply durable channelization material (typically thermo-plastic) to the roadway to delineate the lane limits.
<ul style="list-style-type: none"> • Pavement Markings - Paint: Applying channelization to the roadway surface to delineate lane limits, such as edge lines (including gore lines), skip lines, no pass lines, centerlines, etc.
<ul style="list-style-type: none"> • Sweeping & Cleaning Pavement with Mechanical Pickup Broom: Use mechanical pickup sweeper to remove sand, dirt and accumulated debris from the roadway and shoulders. Special consideration: An advance person may be needed to pick up large debris prior to the sweeping operation. Additional trucks may be needed to haul the sweeper spoils to an approved waste site. 'No Parking' signs may be needed in advance.
<ul style="list-style-type: none"> • Traffic Sign Repair, Replacement, Maintenance and Installation: Repair, replace, maintain; or install new traffic signs to ensure that operational safety is maintained on the roadway system.
Shoulder Maintenance:
<ul style="list-style-type: none"> • Grade / Reshape Shoulders: Use motor grader to pull aggregate from shoulder slope back towards the roadway to eliminate the vertical edge at the edge of pavement.
<ul style="list-style-type: none"> • Shoulder Buildup Removal: Use a motor grader and belt loader to remove buildup of sand, dirt and vegetation at the edge of shoulder to allow for proper drainage.
Snow & Ice:
<ul style="list-style-type: none"> • Anti-Icing and De-icing Application, Liquids: Apply anti-icing liquid to the roadway to reduce the probability of ice forming on the roadway. Apply de-icing liquids to the roadway to aid in ice removal.
<ul style="list-style-type: none"> • Plowing/Sanding/Solid Deicer Application: Remove accumulated snow and slush from the roadway and shoulder of the roadway with a truck-mounted snowplow. Apply sand or other abrasives to roadways to improve traction during freezing weather and snowstorm conditions. This may include sand applied with pre-wet salt systems or blended with salt in solid form.
Vegetation:
<ul style="list-style-type: none"> • Control Vegetation Obstructions - Manual: Remove vegetation obstructions by manual methods, i.e. shovels, weed eaters, cutters or pulling weeds, to ensure visibility of signing and intersections.
<ul style="list-style-type: none"> • Cutting/Pruning/Selective Thinning: Use hand tools to cut, trim or thin small amounts of plants in or around planting beds.

<ul style="list-style-type: none"> • Noxious and Nuisance Weed Control - Spot Spray Non-power Equipment: Use hand sprayer to control noxious weeds, as identified on the state or county noxious weed list, with approved herbicides applied at the recommended application rate. Also manually spray nuisance weeds. An herbicide application record is required for the treated area.
<ul style="list-style-type: none"> • Nuisance Vegetation Control - Manual: Use of manual means, i.e., hand operated trimmers, mowers, lopping shears, hand sprayer, saws, axes, to control undesirable vegetation obstructing line of sight or clear zone i.e., alders, blackberries and certain species of grasses.
<ul style="list-style-type: none"> • Nuisance Vegetation Control - Mechanical: Use power-operated equipment, i.e., mowers and brush cutters, to control undesirable vegetation i.e., alders, and blackberries, etc.
<ul style="list-style-type: none"> • Tree Trimming/Tree Canopy Maintenance: Use boom truck/bucket truck, saws and chippers to trim trees and canopied/encroaching shrubs to maintain clear zones, sight distance, pedestrian access, etc.
<ul style="list-style-type: none"> • Roadside Mowing: Mow with mechanical mower to control grass height and trim undesirable vegetation.

Other services provided:
<ul style="list-style-type: none"> • Call-out Response for urgent or emergency situations • Catch Basin/ Manhole Repair or Replacement • Chip Seals; Project or Patching • Culvert Repair or Replacement • Guidepost and Delineator Replacement • Hauling and Disposal of Waste Material • Hydro Seeding and Mulching • Instructor, Equipment Training and Other Training Courses • Maintenance and Repair of Concrete Structures • Mechanical Pavement Patching, Paverbox • Noxious Weed Control - Mechanical • Noxious Weed Control - Manual • Pavement Milling/Full Depth Repair (small, localized areas) • Pavement Patching with Subgrade Repair • Rip Rap and Cribbing Repair • Seeding, Mulching, and Planting including native species. • Shoulder Washout Repair • Slope Repair, Slide Clean up & Maintenance • Traffic Control for Mobile Operations • Traffic Control for Stationary Operations • Vactor Waste Recycling/Disposal

APPENDIX B
MUNICIPAL ROAD AND STREET SERVICES
Snohomish County – Bridge Operations

Work Operations (Estimates provided on a per project basis)
Bridge Inspection:
<ul style="list-style-type: none">• Bridge Inspection Services: Routine and special bridge inspections, completion of bridge inspection reports (including photos and descriptions of the inspection), and entry of bridge inspection data into the Washington State Bridge Inventory System. The County’s performance of inspections and reports shall be consistent with the National Bridge Inspection Standards as set forth in the current version of the Washington State Bridge Inspection Manual.
Other services provided:

APPENDIX C
MUNICIPAL ROAD AND STREET SERVICES
Snohomish County - Road Maintenance Division
Engineering Services Division – Bridge Group

Work Order Forms

Samples provided below are to be used for Work Order requests made to Snohomish County. Work Order request made to the Town shall be provided on a Town Work order form. The Town Work Order form does not need to be identical to the County Work Order but should contain the same elements including an approval section.



SNOHOMISH COUNTY PUBLIC WORKS DEPARTMENT
ROAD MAINTENANCE DIVISION
8915 Cathcart Way
Snohomish, WA 98296
425.388.7500
Fax 425.388.7538

ROAD MAINTENANCE AID AGREEMENT WORK ORDER

Agency/Jurisdiction: _____

Submitted By: _____ Date Submitted: _____

Contact Info: _____ Requested Completion Date: _____

Authorized By: _____ Position/Title: _____

(Signature from Agency/Jurisdiction for approval to proceed per Estimated Cost Below)

Date Approved: _____

WORK TO BE PERFORMED (Description and/or Sketch) (Attach Additional Pages If Needed)

Once completed please email to: Contact.PWRoad@snoco.org

For Completion by Snohomish County Road Maintenance Division

Estimated Cost For Services: _____ Reimbursable Service Number: **RR** _____

Approved By:

RM Operations Manager: _____ Date: _____

RM Director: _____ Date: _____

Date of Completion: _____ By: _____



PUBLIC WORKS BRIDGE INSPECTION SERVICES WORK ORDER

Agency/Jurisdiction: _____

Submitted By: _____ **Date Submitted:** _____

Contact Info: _____ **Requested Completion Date:** _____

Authorized By: _____ **Position/Title:** _____

(Signature from Agency/Jurisdiction for approval to proceed per Estimated Cost Below)

Date Approved: _____

WORK TO BE PERFORMED (Description) (Attach Additional Pages If Needed)

Once completed please email to: Contact.PWBridge@snoco.org

For Completion by Snohomish County Engineering Services Division

County's Estimated Cost For Services: _____

County Reimbursable Service Number: **RR** _____

County Work Order Number: _____ (progressive number assigned by order of request)

Approved By:

Bridge Group Supervisor: _____ Date: _____

ES Director: _____ Date: _____

Date of Completion: _____ By: _____

MEMO

TO: MAYOR MIKE QUINN, WOODWAY COUNCILMEMBERS
FROM: TERRY BRYANT, PUBLIC WORKS DIRECTOR
SUBJECT: STORMWATER WORK IN TWIN MAPLES
DATE: APRIL 1, 2022
CC: ERIC FAISON, TOWN ADMINISTRATOR

Greetings Mayor & Councilmembers,

In February, the council authorized the mayor to sign an extension to the Interlocal Agreement with Olympic View Water and Sewer District to include our stormwater project in their larger watermain replacement project in the Twin Maples neighborhood. The bids have been opened and received, and PACE Engineers recommends that the Olympic View board of commissioners accept the lowest responsible bid.

The award recommendation letter is attached, along with the bid tabulation form. Our project is outlined in Schedule D on page 4 of the bid tabulation. Per the interlocal agreement, Olympic View is the party responsible for accepting bids and awarding the project.

The council's decision tonight is whether or not to move forward with our portion of the project. John Forba, the Town's engineer, noted that the bid came in slightly under his estimate. He also shared that construction would likely not begin until July or August due to lack of availability of construction materials. Staff recommends moving forward with the project.

If you would like to move forward with the project, you are welcome to use the proposed motion below:

I move that the Town proceed with the Twin Maples stormwater utility project as listed in the bid tabulation and per the interlocal agreement with Olympic View Water and Sewer District.



March 31, 2022

Mr. Dave Barnes
General Manager
Olympic View Water and Sewer District
8128 228th Street SW
Edmonds, WA 98206

Subject: *Olympic View Water & Sewer District (OVWSD)
2020 Water Main Replacement and Twin Maples Bioretention Retrofit Project
Recommendation of Bid Award – D&G Backhoe*

Dear Dave:

This letter is to confirm that OVWSD on March 28, 2022 at 10:00 AM local time, opened bids at the District Office for the above referenced project. A total of two (2) bids were received, opened, and read aloud with the total bid amounts for all schedules (Schedule A through D) ranging from \$1,325,447.81 to \$1,877,029.18 (including sales tax). The engineers bid estimate for the entire project was \$1,402,214.24 (with tax). Attached is the certified bid tabulation for this project for your information and records.

The total bid cost for the water main replacement work involving Schedules A through C was \$1,277,065.35 (with tax). This bid amount is well within the \$1,395,600.00 loan awarded to the District by the Washington State Public Works Board.

The total bid amount for Schedule D, the Twin Maples Bioretention Retrofit portion of the project that will be paid for by the Town of Woodway, was \$48,382.45 (tax not applicable). Schedule D will be administered by the District per the Interlocal Agreement between OVWSD and the Town of Woodway. Schedule D bid results have been communicated with the Town of Woodway and it is our understanding that town staff anticipates that the City Council will accept the bid for the Schedule D work. We further understand that formal council approval could be granted as early as April 4, or possibly on April 18, 2022.

The bid proposal of the apparent low bidder, D&G Backhoe, operating out of Lake Stevens, WA, was complete. No errors or material issues were identified in the bid proposal. D&G has provided the necessary references in the proposal and followed up with supplemental bidder information within 48-hours of the bid opening. PACE Engineers, Inc. is familiar with the performance of D&G Backhoe, having worked with D&G on projects in the recent past. PACE knows D&G Backhoe to be a capable Contractor that has a satisfactory history of completing projects.

Based on the above, and D&G Backhoe's ability to bond for the project, we hereby recommend that the Board of Commissioners award Schedules A through C, the water main replacement work of the overall 2020 Water Main Replacement and Twin Maples Bioretention Retrofit project, to D&G Backhoe in the total amount of \$1,277,065.35 (with tax).

Schedule D, the bioretention retrofit work, will need to be formally accepted by the Town of Woodway Council prior to the District executing contracts with D&G Backhoe for the entire project. PACE will formally notify the Contractor of Board and Council approvals and decisions concerning Schedules A – C and Schedule D. In the event that Woodway rejects the bid for Schedule D, the bioretention retrofit work would be removed from the contract before the documents will be signed and executed.

Finalizing/revising, assembling, and providing contracts to D&G Backhoe for execution is therefore contingent upon the decisions and approvals of both the Board and town Council.

Let me know if you have any questions.

Sincerely,

PACE Engineers, Inc.



H. Peter Paulsen

Senior Principal Engineer

Cc: Bob Danson, Operations Manager, OVWSD
Terrance Bryant, Public Works Director, Woodway
John Forba, PACE

Attachment: Certified Bid Tabulation

BID TABULATION

Owner: Olympic View Water & Sewer District

Bid Date: 3/28/22

Project: 2020 Water Main Replacement & Twin Maples Bioretention Retrofit

Bid Time: 10:00 AM

Engineers: PACE ENGINEERS, INC.

Job No. 19096

SCHEDULE A - TWIN MAPLES				ENGINEER'S ESTIMATE		D&G BACKHOE		SRV CONSTRUCTION, INC.		CONTRACTOR AVERAGE	
ITEM NO.	ITEM OR TASK DESCRIPTION	QTY	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
A-1	Mobilization	1	LS	\$ 72,000.00	\$ 72,000.00	\$ 55,223.00	\$ 55,223.00	\$ 104,000.00	\$ 104,000.00	\$ 79,611.50	\$ 79,611.50
A-2	8" D.I. Water Pipe Cl. 52	2,450	LF	\$ 110.00	\$ 269,500.00	\$ 139.76	\$ 342,412.00	\$ 89.00	\$ 218,050.00	\$ 114.38	\$ 280,231.00
A-3	4" D.I. Water Pipe Cl. 52	0	LF		\$ -		\$ -		\$ -		\$ -
A-4	8" Resilient Seat Gate Valve Assembly	11	EA	\$ 1,900.00	\$ 20,900.00	\$ 1,900.00	\$ 20,900.00	\$ 2,425.00	\$ 26,675.00	\$ 2,162.50	\$ 23,787.50
A-5	6" Resilient Seat Gate Valve Assembly	0	EA		\$ -		\$ -		\$ -		\$ -
A-6	4" Resilient Seat Gate Valve Assembly	0	EA		\$ -		\$ -		\$ -		\$ -
A-7	Remove Ex. Fire Hydrant	3	EA	\$ 500.00	\$ 1,500.00	\$ 500.00	\$ 1,500.00	\$ 675.00	\$ 2,025.00	\$ 587.50	\$ 1,762.50
A-8	Standard Fire Hydrant Assembly	3	EA	\$ 8,000.00	\$ 24,000.00	\$ 7,520.00	\$ 22,560.00	\$ 9,960.00	\$ 29,880.00	\$ 8,740.00	\$ 26,220.00
A-9	Connect to Existing System	5	EA	\$ 5,000.00	\$ 25,000.00	\$ 3,300.00	\$ 16,500.00	\$ 3,550.00	\$ 17,750.00	\$ 3,425.00	\$ 17,125.00
A-10	Ductile Iron and Cast Iron Fittings	2,500	LB	\$ 2.50	\$ 6,250.00	\$ 0.10	\$ 250.00	\$ 8.00	\$ 20,000.00	\$ 4.05	\$ 10,125.00
A-11	1" Water Service, Short Side	19	EA	\$ 2,500.00	\$ 47,500.00	\$ 2,400.00	\$ 45,600.00	\$ 2,040.00	\$ 38,760.00	\$ 2,220.00	\$ 42,180.00
A-12	1" Water Service, Long Side	24	EA	\$ 3,500.00	\$ 84,000.00	\$ 2,700.00	\$ 64,800.00	\$ 2,450.00	\$ 58,800.00	\$ 2,575.00	\$ 61,800.00
A-13	Relocate Existing Water Meter	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 3,200.00	\$ 6,400.00	\$ 3,682.00	\$ 7,364.00	\$ 3,441.00	\$ 6,882.00
A-14	2" Blow-Off Assembly	0	EA		\$ -		\$ -		\$ -		\$ -
A-15	Crushed Rock (min. \$10/TN)	2,450	TON	\$ 35.00	\$ 85,750.00	\$ 10.00	\$ 24,500.00	\$ 31.00	\$ 75,950.00	\$ 20.50	\$ 50,225.00
A-16	Sawcutting Pavement	4,020	LF	\$ 4.00	\$ 16,080.00	\$ 2.75	\$ 11,055.00	\$ 6.00	\$ 24,120.00	\$ 4.38	\$ 17,587.50
A-17	Temporary Asphalt Pavement	100	TON	\$ 125.00	\$ 12,500.00	\$ 0.10	\$ 10.00	\$ 190.00	\$ 19,000.00	\$ 95.05	\$ 9,505.00
A-18	Permanent Asphalt Pavement (Class 1/2" PG 64-22)	200	TON	\$ 200.00	\$ 40,000.00	\$ 225.00	\$ 45,000.00	\$ 295.00	\$ 59,000.00	\$ 260.00	\$ 52,000.00
A-19	Asphalt Planing	1,625	SY	\$ 10.00	\$ 16,250.00	\$ 7.00	\$ 11,375.00	\$ 8.70	\$ 14,137.50	\$ 7.85	\$ 12,756.25
A-20	2" HMA Class 1/2" PG 64-22 Overlay	180	TON	\$ 175.00	\$ 31,500.00	\$ 155.00	\$ 27,900.00	\$ 385.00	\$ 69,300.00	\$ 270.00	\$ 48,600.00
A-21	Remove and Replace Concrete Driveway	0	SY		\$ -		\$ -		\$ -		\$ -
A-22	Temporary Erosion Control	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 2,500.00	\$ 2,500.00	\$ 13,650.00	\$ 13,650.00	\$ 8,075.00	\$ 8,075.00
A-23	Traffic Control	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 33,600.00	\$ 33,600.00	\$ 37,500.00	\$ 37,500.00	\$ 35,550.00	\$ 35,550.00
A-24	Decorative River Rock	0	TON		\$ -		\$ -		\$ -		\$ -
A-25	General Restoration	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 25,000.00	\$ 25,000.00	\$ 31,000.00	\$ 31,000.00	\$ 28,000.00	\$ 28,000.00
A-26	Trench Excavation Safety System	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 500.00	\$ 500.00	\$ 3,700.00	\$ 3,700.00	\$ 2,100.00	\$ 2,100.00
A-27	Minor Changes	1	FA	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Subtotal					\$ 808,230.00		\$ 767,585.00		\$ 880,661.50		\$ 824,123.25
10.4% SALES TAX					\$ 84,055.92		\$ 79,828.84		\$ 91,588.80		\$ 85,708.82
TOTAL SCHEDULE A					\$ 892,285.92		\$ 847,413.84		\$ 972,250.30		\$ 909,832.07

I hereby certify that all unit prices and extensions have been reviewed and all errors corrected.

BID TABULATION

Owner: Olympic View Water & Sewer District

Bid Date: 3/28/22

Project: 2020 Water Main Replacement & Twin Maples Bioretention Retrofit

Bid Time: 10:00 AM

Engineers: PACE ENGINEERS, INC.

Job No. 19096

SCHEDULE B - WOODHAVEN PL				ENGINEER'S ESTIMATE		D&G BACKHOE		SRV CONSTRUCTION, INC.		CONTRACTOR AVERAGE	
ITEM NO.	ITEM OR TASK DESCRIPTION	QTY	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
B-1	Mobilization	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 11,045.00	\$ 11,045.00	\$ 45,000.00	\$ 45,000.00	\$ 28,022.50	\$ 28,022.50
B-2	8" D.I. Water Pipe Cl. 52	490	LF	\$ 110.00	\$ 53,900.00	\$ 139.76	\$ 68,482.40	\$ 109.00	\$ 53,410.00	\$ 124.38	\$ 60,946.20
B-3	4" D.I. Water Pipe Cl. 52	0	LF		\$ -		\$ -		\$ -		\$ -
B-4	8" Resilient Seat Gate Valve Assembly	0	EA		\$ -		\$ -		\$ -		\$ -
B-5	6" Resilient Seat Gate Valve Assembly	3	EA	\$ 1,700.00	\$ 5,100.00	\$ 1,400.00	\$ 4,200.00	\$ 1,795.00	\$ 5,385.00	\$ 1,597.50	\$ 4,792.50
B-6	4" Resilient Seat Gate Valve Assembly	0	EA		\$ -		\$ -		\$ -		\$ -
B-7	Remove Ex. Fire Hydrant	1	EA	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 660.00	\$ 660.00	\$ 580.00	\$ 580.00
B-8	Standard Fire Hydrant Assembly	1	EA	\$ 8,000.00	\$ 8,000.00	\$ 7,520.00	\$ 7,520.00	\$ 9,800.00	\$ 9,800.00	\$ 8,660.00	\$ 8,660.00
B-9	Connect to Existing System	4	EA	\$ 5,000.00	\$ 20,000.00	\$ 3,300.00	\$ 13,200.00	\$ 7,500.00	\$ 30,000.00	\$ 5,400.00	\$ 21,600.00
B-10	Ductile Iron and Cast Iron Fittings	500	LB	\$ 2.50	\$ 1,250.00	\$ 0.10	\$ 50.00	\$ 2.36	\$ 1,180.00	\$ 1.23	\$ 615.00
B-11	1" Water Service, Short Side	8	EA	\$ 2,500.00	\$ 20,000.00	\$ 2,400.00	\$ 19,200.00	\$ 2,100.00	\$ 16,800.00	\$ 2,250.00	\$ 18,000.00
B-12	1" Water Service, Long Side	3	EA	\$ 3,500.00	\$ 10,500.00	\$ 2,700.00	\$ 8,100.00	\$ 2,950.00	\$ 8,850.00	\$ 2,825.00	\$ 8,475.00
B-13	Relocate Existing Water Meter	0	EA		\$ -		\$ -		\$ -		\$ -
B-14	2" Blow-Off Assembly	0	EA		\$ -		\$ -		\$ -		\$ -
B-15	Crushed Rock (min. \$10/TN)	530	TON	\$ 35.00	\$ 18,550.00	\$ 10.00	\$ 5,300.00	\$ 41.00	\$ 21,730.00	\$ 25.50	\$ 13,515.00
B-16	Sawcutting Pavement	1,260	LF	\$ 4.00	\$ 5,040.00	\$ 2.75	\$ 3,465.00	\$ 6.00	\$ 7,560.00	\$ 4.38	\$ 5,512.50
B-17	Temporary Asphalt Pavement	35	TON	\$ 125.00	\$ 4,375.00	\$ 0.10	\$ 3.50	\$ 191.00	\$ 6,685.00	\$ 95.55	\$ 3,344.25
B-18	Permanent Asphalt Pavement (Class 1/2" PG 64-22)	70	TON	\$ 200.00	\$ 14,000.00	\$ 225.00	\$ 15,750.00	\$ 312.00	\$ 21,840.00	\$ 268.50	\$ 18,795.00
B-19	Asphalt Planing	970	SY	\$ 10.00	\$ 9,700.00	\$ 7.00	\$ 6,790.00	\$ 13.00	\$ 12,610.00	\$ 10.00	\$ 9,700.00
B-20	2" HMA Class 1/2" PG 64-22 Overlay	110	TON	\$ 175.00	\$ 19,250.00	\$ 155.00	\$ 17,050.00	\$ 600.00	\$ 66,000.00	\$ 377.50	\$ 41,525.00
B-21	Remove and Replace Concrete Driveway	0	SY		\$ -		\$ -		\$ -		\$ -
B-22	Temporary Erosion Control	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 3,800.00	\$ 3,800.00	\$ 3,150.00	\$ 3,150.00
B-23	Traffic Control	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 6,700.00	\$ 6,700.00	\$ 19,000.00	\$ 19,000.00	\$ 12,850.00	\$ 12,850.00
B-24	Decorative River Rock	0	TON		\$ -		\$ -		\$ -		\$ -
B-25	General Restoration	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 16,400.00	\$ 16,400.00	\$ 11,500.00	\$ 11,500.00	\$ 13,950.00	\$ 13,950.00
B-26	Trench Excavation Safety System	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,250.00	\$ 1,250.00
B-27	Minor Changes	1	FA	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Subtotal					\$ 228,665.00		\$ 211,755.90		\$ 348,810.00		\$ 280,282.95
10.4% SALES TAX					\$ 23,781.16		\$ 22,022.61		\$ 36,276.24		\$ 29,149.43
TOTAL SHEDULE B					\$ 252,446.16		\$ 233,778.51		\$ 385,086.24		\$ 309,432.38

I hereby certify that all unit prices and extensions have been reviewed and all errors corrected.

BID TABULATION

Owner: Olympic View Water & Sewer District

Bid Date: 3/28/22

Project: 2020 Water Main Replacement & Twin Maples Bioretention Retrofit

Bid Time: 10:00 AM

Engineers: PACE ENGINEERS, INC.

Job No. 19096

SCHEDULE B - 95th Place W				ENGINEER'S ESTIMATE		D&G BACKHOE		SRV CONSTRUCTION, INC.		CONTRACTOR AVERAGE	
ITEM NO.	ITEM OR TASK DESCRIPTION	QTY	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
C-1	Mobilization	1	LS	\$ 16,000.00	\$ 16,000.00	\$ 9,500.00	\$ 9,500.00	\$ 34,000.00	\$ 34,000.00	\$ 21,750.00	\$ 21,750.00
C-2	8" D.I. Water Pipe Cl. 52	300	LF	\$ 110.00	\$ 33,000.00	\$ 139.76	\$ 41,928.00	\$ 131.00	\$ 39,300.00	\$ 135.38	\$ 40,614.00
C-3	4" D.I. Water Pipe Cl. 52	120	LF	\$ 80.00	\$ 9,600.00	\$ 139.76	\$ 16,771.20	\$ 119.00	\$ 14,280.00	\$ 129.38	\$ 15,525.60
C-4	8" Resilient Seat Gate Valve Assembly	3	EA	\$ 1,900.00	\$ 5,700.00	\$ 1,900.00	\$ 5,700.00	\$ 7,500.00	\$ 22,500.00	\$ 4,700.00	\$ 14,100.00
C-5	6" Resilient Seat Gate Valve Assembly	0	EA		\$ -		\$ -		\$ -		\$ -
C-6	4" Resilient Seat Gate Valve Assembly	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 1,200.00	\$ 1,200.00	\$ 1,450.00	\$ 1,450.00	\$ 1,325.00	\$ 1,325.00
C-7	Remove Ex. Fire Hydrant	0	EA		\$ -		\$ -		\$ -		\$ -
C-8	Standard Fire Hydrant Assembly	1	EA	\$ 8,000.00	\$ 8,000.00	\$ 7,520.00	\$ 7,520.00	\$ 11,000.00	\$ 11,000.00	\$ 9,260.00	\$ 9,260.00
C-9	Connect to Existing System	2	EA	\$ 5,000.00	\$ 10,000.00	\$ 3,300.00	\$ 6,600.00	\$ 3,550.00	\$ 7,100.00	\$ 3,425.00	\$ 6,850.00
C-10	Ductile Iron and Cast Iron Fittings	400	LB	\$ 2.50	\$ 1,000.00	\$ 0.10	\$ 40.00	\$ 3.00	\$ 1,200.00	\$ 1.55	\$ 620.00
C-11	1" Water Service, Short Side	4	EA	\$ 2,500.00	\$ 10,000.00	\$ 2,400.00	\$ 9,600.00	\$ 2,250.00	\$ 9,000.00	\$ 2,325.00	\$ 9,300.00
C-12	1" Water Service, Long Side	6	EA	\$ 3,500.00	\$ 21,000.00	\$ 2,700.00	\$ 16,200.00	\$ 2,350.00	\$ 14,100.00	\$ 2,525.00	\$ 15,150.00
C-13	Relocate Existing Water Meter	0	EA		\$ -		\$ -		\$ -		\$ -
C-14	2" Blow-Off Assembly	1	EA	\$ 4,000.00	\$ 4,000.00	\$ 3,500.00	\$ 3,500.00	\$ 4,700.00	\$ 4,700.00	\$ 4,100.00	\$ 4,100.00
C-15	Crushed Rock (min. \$10/TN)	420	TON	\$ 35.00	\$ 14,700.00	\$ 10.00	\$ 4,200.00	\$ 40.00	\$ 16,800.00	\$ 25.00	\$ 10,500.00
C-16	Sawcutting Pavement	660	LF	\$ 4.00	\$ 2,640.00	\$ 2.75	\$ 1,815.00	\$ 6.00	\$ 3,960.00	\$ 4.38	\$ 2,887.50
C-17	Temporary Asphalt Pavement	20	TON	\$ 125.00	\$ 2,500.00	\$ 0.10	\$ 2.00	\$ 200.00	\$ 4,000.00	\$ 100.05	\$ 2,001.00
C-18	Permanent Asphalt Pavement (Class 1/2" PG 64-22)	45	TON	\$ 200.00	\$ 9,000.00	\$ 225.00	\$ 10,125.00	\$ 360.00	\$ 16,200.00	\$ 292.50	\$ 13,162.50
C-19	Asphalt Planing	560	SY	\$ 10.00	\$ 5,600.00	\$ 7.00	\$ 3,920.00	\$ 22.00	\$ 12,320.00	\$ 14.50	\$ 8,120.00
C-20	2" HMA Class 1/2" PG 64-22 Overlay	70	TON	\$ 175.00	\$ 12,250.00	\$ 155.00	\$ 10,850.00	\$ 415.00	\$ 29,050.00	\$ 285.00	\$ 19,950.00
C-21	Remove and Replace Concrete Driveway	20	SY	\$ 150.00	\$ 3,000.00	\$ 300.00	\$ 6,000.00	\$ 450.00	\$ 9,000.00	\$ 375.00	\$ 7,500.00
C-22	Temporary Erosion Control	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 500.00	\$ 500.00	\$ 1,700.00	\$ 1,700.00	\$ 1,100.00	\$ 1,100.00
C-23	Traffic Control	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,700.00	\$ 5,700.00	\$ 19,000.00	\$ 19,000.00	\$ 12,350.00	\$ 12,350.00
C-24	Decorative River Rock	5	TON	\$ 60.00	\$ 300.00	\$ 50.00	\$ 250.00	\$ 600.00	\$ 3,000.00	\$ 325.00	\$ 1,625.00
C-25	General Restoration	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 11,000.00	\$ 11,000.00	\$ 10,500.00	\$ 10,500.00
C-26	Trench Excavation Safety System	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,250.00	\$ 1,250.00
C-27	Minor Changes	1	FA	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Subtotal				\$ 188,290.00		\$ 177,421.20		\$ 291,660.00		\$ 234,540.60	
10.4% SALES TAX				\$ 19,582.16		\$ 18,451.80		\$ 30,332.64		\$ 24,392.22	
TOTAL SCHEDULE C				\$ 207,872.16		\$ 195,873.00		\$ 321,992.64		\$ 258,932.82	

I hereby certify that all unit prices and extensions have been reviewed and all errors corrected.

BID TABULATION

Owner: Olympic View Water & Sewer District

Project: 2020 Water Main Replacement & Twin Maples Bioretention Retrofit

Engineers: PACE ENGINEERS, INC.

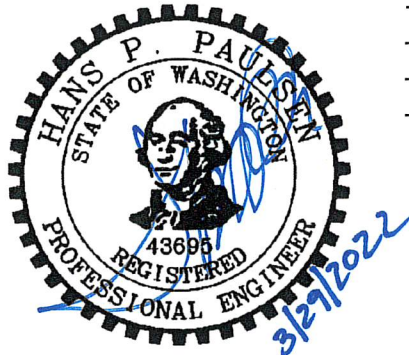
Bid Date: 3/28/22

Bid Time: 10:00 AM

Job No. 19096

SCHEDULE D - BIORETENTION RETROFIT				ENGINEER'S ESTIMATE		D&G BACKHOE		SRV CONSTRUCTION, INC.		CONTRACTOR AVERAGE	
ITEM NO.	ITEM OR TASK DESCRIPTION	QTY	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
D-1	Minor Changes	1	FA	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
D-2	Contractor Surveying	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 5,100.00	\$ 5,100.00	\$ 3,800.00	\$ 3,800.00
D-3	Property Restoration	1	LS	\$ 500.00	\$ 500.00	\$ 2,500.00	\$ 2,500.00	\$ 6,000.00	\$ 6,000.00	\$ 4,250.00	\$ 4,250.00
D-4	Mobilization	1	LS	\$ 4,510.00	\$ 4,510.00	\$ 1,500.00	\$ 1,500.00	\$ 23,450.00	\$ 23,450.00	\$ 12,475.00	\$ 12,475.00
D-5	Project Temporary Traffic Control	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 500.00	\$ 500.00	\$ 7,000.00	\$ 7,000.00	\$ 3,750.00	\$ 3,750.00
D-6	Pothole for Utility Locate	4	EA	\$ 250.00	\$ 1,000.00	\$ 250.00	\$ 1,000.00	\$ 300.00	\$ 1,200.00	\$ 275.00	\$ 1,100.00
D-7	Landscaping Removal and Disposal	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 6,000.00	\$ 6,000.00	\$ 3,750.00	\$ 3,750.00
D-8	Removal of Structures and Obstructions	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 8,850.00	\$ 8,850.00	\$ 5,425.00	\$ 5,425.00
D-9	Raingarden Excavation incl. Haul	215	CY	\$ 50.00	\$ 10,750.00	\$ 33.00	\$ 7,095.00	\$ 308.00	\$ 66,220.00	\$ 170.50	\$ 36,657.50
D-10	HMA CI 1/2" PG-58-22	5	TON	\$ 250.00	\$ 1,250.00	\$ 225.00	\$ 1,125.00	\$ 1,200.00	\$ 6,000.00	\$ 712.50	\$ 3,562.50
D-11	Drainage Structure	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 7,000.00	\$ 7,000.00	\$ 4,500.00	\$ 4,500.00
D-12	Connection to Existing Drainage Structure/Pipe	1	EA	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 1,750.00	\$ 1,750.00	\$ 1,125.00	\$ 1,125.00
D-13	Crushed Surfacing Top Course	10	TON	\$ 350.00	\$ 3,500.00	\$ 10.00	\$ 100.00	\$ 65.00	\$ 650.00	\$ 37.50	\$ 375.00
D-14	Bioretention Soil	115	CY	\$ 50.00	\$ 5,750.00	\$ 61.63	\$ 7,087.45	\$ 104.00	\$ 11,960.00	\$ 82.82	\$ 9,523.73
D-15	Erosion Control and Water Pollution Control	1	LS	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 3,500.00	\$ 3,500.00	\$ 2,000.00	\$ 2,000.00
D-16	Raingarden Plantings	1,750	SF	\$ 1.00	\$ 1,750.00	\$ 3.00	\$ 5,250.00	\$ 14.00	\$ 24,500.00	\$ 8.50	\$ 14,875.00
D-17	Small Deciduous Tree	4	EA	\$ 100.00	\$ 400.00	\$ 300.00	\$ 1,200.00	\$ 300.00	\$ 1,200.00	\$ 300.00	\$ 1,200.00
D-18	Small Evergreen Tree	3	EA	\$ 100.00	\$ 300.00	\$ 250.00	\$ 750.00	\$ 300.00	\$ 900.00	\$ 275.00	\$ 825.00
D-19	Large Shrub	20	EA	\$ 75.00	\$ 1,500.00	\$ 125.00	\$ 2,500.00	\$ 45.00	\$ 900.00	\$ 85.00	\$ 1,700.00
D-20	Small Shrub	95	EA	\$ 50.00	\$ 4,750.00	\$ 5.00	\$ 475.00	\$ 25.00	\$ 2,375.00	\$ 15.00	\$ 1,425.00
D-21	Plant Establishment	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 9,200.00	\$ 9,200.00	\$ 7,100.00	\$ 7,100.00
D-22	Permeable Ballast	3	TON	\$ 50.00	\$ 150.00	\$ 100.00	\$ 300.00	\$ 315.00	\$ 945.00	\$ 207.50	\$ 622.50
Subtotal				\$ 49,610.00		\$ 48,382.45		\$ 197,700.00		\$ 123,041.23	
SALES TAX N/A											
TOTAL SCHEDULE D				\$ 49,610.00		\$ 48,382.45		\$ 197,700.00		\$ 123,041.23	

I hereby certify that all unit prices and extensions have been reviewed and all errors corrected.



TOTAL SCHEDULE A	\$ 892,285.92	\$ 847,413.84	\$ 972,250.30
TOTAL SCHEDULE B	\$ 252,446.16	\$ 233,778.51	\$ 385,086.24
TOTAL SCHEDULE C	\$ 207,872.16	\$ 195,873.00	\$ 321,992.64
TOTAL SCHEDULE D	\$ 49,610.00	\$ 48,382.45	\$ 197,700.00
GRAND TOTAL BID	\$ 1,402,214.24	\$ 1,325,447.81	\$ 1,877,029.18

Excel Rounding

MEMO

TO: MAYOR MIKE QUINN, WOODWAY COUNCILMEMBERS
FROM: HEIDI K. S. NAPOLITINO, CLERK-TREASURER
SUBJECT: ORDINANCE 2022-637 11.01.130 UTILITY BILLING AND COLLECTION
DATE: APRIL 1, 2022
CC: ERIC FAISON, TOWN ADMINISTRATOR

Greetings Mayor & Councilmembers,

Ordinance 2022-637: 11.01.130 Utility Billing and Collection makes two housekeeping amendments to the billing procedures for stormwater utility billing. Several years ago, the same provisions were added to the fee schedule section of the code. Our attorney recently suggested that, even though the original language was intended to also apply to payments made to the stormwater utility, it was a good idea to include the specific provisions in the utility billing code section as well. The proposed language mirrors the language found in 3.32.020 (G). Please let me know if you have questions or would like any clarification.

TOWN OF WOODWAY

ORDINANCE 2022-637

AN ORDINANCE OF THE TOWN OF WOODWAY AMENDING WOODWAY MUNICIPAL CODE (“WMC”) CHAPTER 11.01 – STORM AND SURFACE WATER UTILITY; PROVIDING FOR SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE AND AUTHORIZING SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY.

WHEREAS, the Town Council of the Town of Woodway desires to simplify the administration of the Woodway Municipal Code (WMC); and

WHEREAS, the Town Council of the Town of Woodway desires to avoid a waste of resources through the expenditure of employee time expenses in the recovery of de minimis amounts owed, by waiving interest and late fees associated with small unpaid balances on fees owed to the Town; and

WHEREAS, the Council desires to provide a means waiver of one late fee for inadvertent delay in payment of fees due the Town;

NOW, THEREFORE, the Town Council of the Town of Woodway does hereby ordain as follows:

Section 1. WMC Section 11.01.130 is hereby amended to read as follows:

11.01.130 Billing and collection.

The Town may administer the billing and collection services required to implement this chapter, it may contract for such services or it may enter into interlocal agreements with other governments for this purpose. All billing and collection services shall be implemented as follows:

- A. All property subject to service charges shall be billed semiannually for the previous six-month period based upon the applicable property rate category.
- B. Adjustments to the annual service charge may be made when property is annexed into the Town. The service charge for the billing year during which annexation occurs shall be subject to a proration formula that may be included in an interlocal agreement between the Town and Snohomish County.
- C. All semiannual utility bills shall be paid on or before the last day of the month in which the bill is issued. In the event any semiannual utility payment is not received by close of business on the fifth day of the month after the bill is due and the account becomes delinquent, a penalty of five dollars per month shall be added to any outstanding balance until the bill is paid in full.

D. All final prorated stormwater utility bills shall be due thirty days after the issuance date. In the event any final utility payment is not received by close of business on the thirty-fifth calendar day after issuance and the account becomes delinquent, a penalty of five dollars per month shall be added to any outstanding balance until the bill is paid in full.

E. The Mayor or Mayor's designee may waive one late fee per twelve-month period if the waiver is requested in writing by the account holder, provided the account holder has not had a late fee waived during the previous twelve months. Fees waived in accordance with this subsection and WMC 3.32.020 (G) count toward the one allowable waiver per twelve-month period.

~~D.F.~~ The Mayor or Mayor's designee may waive late fees and interest charges for unpaid fee balances of \$1.00 or less.

Section 2. If any part or portion of this Ordinance is declared invalid for any such reason, such declaration of invalidity shall not affect any remaining portion.

Section 3. This Ordinance shall take effect 5 days after date of publication by ordinance title only.

PASSED this 4th day of April 2022 by the Town Council of the Town of Woodway.

TOWN OF WOODWAY

Michael S. Quinn, Mayor

ATTEST:

Heidi K. S. Napolitano, Clerk-Treasurer

APPROVED AS TO FORM:

Greg Rubstello, Town Attorney

Date Passed by the Town Council:

Date Published:

Effective Date: