



LAKE WHATCOM WATER AND SEWER DISTRICT
1220 LAKEWAY DRIVE
BELLINGHAM, WASHINGTON 98229

REGULAR MEETING
OF THE BOARD OF COMMISSIONERS

AGENDA

May 25, 2016

8:00 a.m. – Regular Session

1. CALL TO ORDER
2. PUBLIC COMMENT OPPORTUNITY
At this time, members of the public may address the Commission. Please state your name prior to making comments.
3. ADDITIONS, DELETIONS, OR CHANGES TO THE AGENDA
4. CONSENT AGENDA
5. SPECIFIC ITEMS OF BUSINESS:
 - A. Sewer Connection Issue
 - B. Geneva Woods Developer Extension Agreement
 - C. General Engineering Services and Country Club Pump Station – Selection Committee Recommendations
 - D. Geneva A/C Main Replacements – Project Close-out
 - E. Whatcom County Stormwater Project – Relocate Waterline
 - F. Employee Succession Planning – Proposed Lead Maintenance Worker Position
6. OTHER BUSINESS
7. MANAGER'S REPORT
8. PUBLIC COMMENT OPPORTUNITY
9. ADJOURNMENT



LAKE WHATCOM WATER AND SEWER DISTRICT

AGENDA BILL

DATE SUBMITTED:	May 19, 2016		
TO BOARD OF COMMISSIONERS			
FROM: Patrick Sorensen	MANAGER APPROVAL <i>Patrick Sorensen</i>		
MEETING AGENDA DATE:	May 25, 2016		
AGENDA ITEM NUMBER:	5.A.		
SUBJECT:	Sewer Connection Issue		
LIST DOCUMENTS PROVIDED ⇨ NUMBER OF PAGES INCLUDING AGENDA BILL:	1.		
	2.		
	3.		
TYPE OF ACTION REQUESTED	RESOLUTION <input type="checkbox"/>	FORMAL ACTION/ MOTION <input type="checkbox"/>	INFORMATIONAL/ OTHER <input checked="" type="checkbox"/>

BACKGROUND / EXPLANATION OF IMPACT

Recently the District was made aware of a customer in Geneva who recently learned that he was on a septic system when he thought that he was on sanitary sewer. He has been paying his sewer bill for approximately 16 years. Staff, with the help of Bob Carmichael, are trying to resolve this issue. However, during our investigation we have, through the help of Bob, discovered other related policy issues involving the payment of a sewer bill when not actually connected to the system. As of this date we are gathering together relevant information for this discussion at the meeting.

FISCAL IMPACT

Not applicable at this time.

RECOMMENDED BOARD ACTION

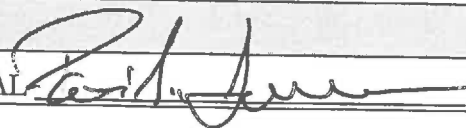
Not at this time; discussion with the Board.

PROPOSED MOTION

Not at this time.



LAKE WHATCOM WATER AND SEWER DISTRICT
AGENDA BILL

DATE SUBMITTED:	May 17, 2016		
TO BOARD OF COMMISSIONERS			
FROM: Bill Hunter	MANAGER APPROVAL 		
MEETING AGENDA DATE:	May 25, 2016		
AGENDA ITEM NUMBER:	5. B.		
SUBJECT:	Geneva Woods Developer Extension Agreement		
LIST DOCUMENTS PROVIDED ⇒ NUMBER OF PAGES INCLUDING AGENDA BILL:	1. County Assessor Map		
	2. District Sewer Maps		
	3. District Administrative Code		
TYPE OF ACTION REQUESTED	RESOLUTION <input type="checkbox"/>	FORMAL ACTION/ MOTION <input checked="" type="checkbox"/>	INFORMATIONAL/ OTHER <input type="checkbox"/>

BACKGROUND / EXPLANATION OF IMPACT

At the April 11, 2016 meeting the Board approved Developer Extension Agreement application to extend water and sewer utilities to 5 lots in Geneva. The lots are located south of Fremont Street on the unimproved section of Lakewood Lane. The lots are inside the City of Bellingham Urban Growth Area and are zoned UR – Urban Residential.

The developer has requested to include a 6th lot in the Developer Extension Agreement. The lot is located outside the City of Bellingham Urban Growth Area (UGA) and zoned R5A – Rural 1 Unit per 5 Acres. The parcel includes Lots 19 thru 30, Block 25, Plat of West Geneva on Lake Whatcom (Assessor Parcel Numbers: 380334-456408-0000, 380334-476408-0000, and 380334-481408-0000)

The City of Bellingham has confirmed that the lots existed prior to May 1, 2005 as required by the Interlocal Agreement for Sewage Services.

Analysis of District Administrative Code requirements: The Parcel is located outside the Urban Growth Area. Per District code 3.5.2 the sewer main must be within 150-feet of property to be eligible for connection. The existing sewer main in Fremont Street is approximately 155-feet from the property. However, when the developer extends the sewer main south on Lakewood Lane to serve the 5 lots within the UGA, the new sewer main will be within 150-feet of the property. Therefore, as long as the public sewer is extended to at least one of the lots within the UGA, the 6th lot outside the UGA can be served by the new main.

FISCAL IMPACT

None.

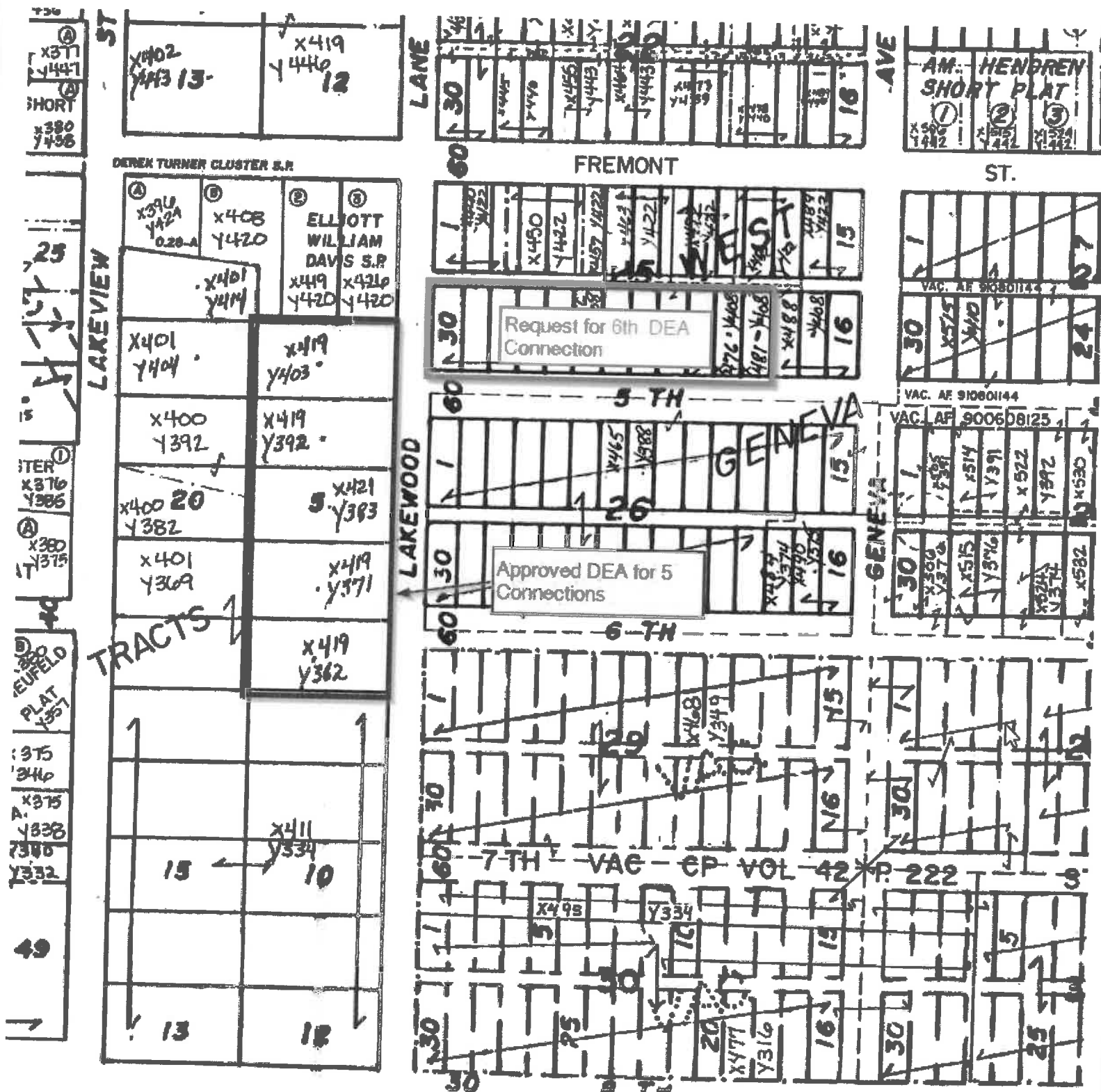
RECOMMENDED BOARD ACTION

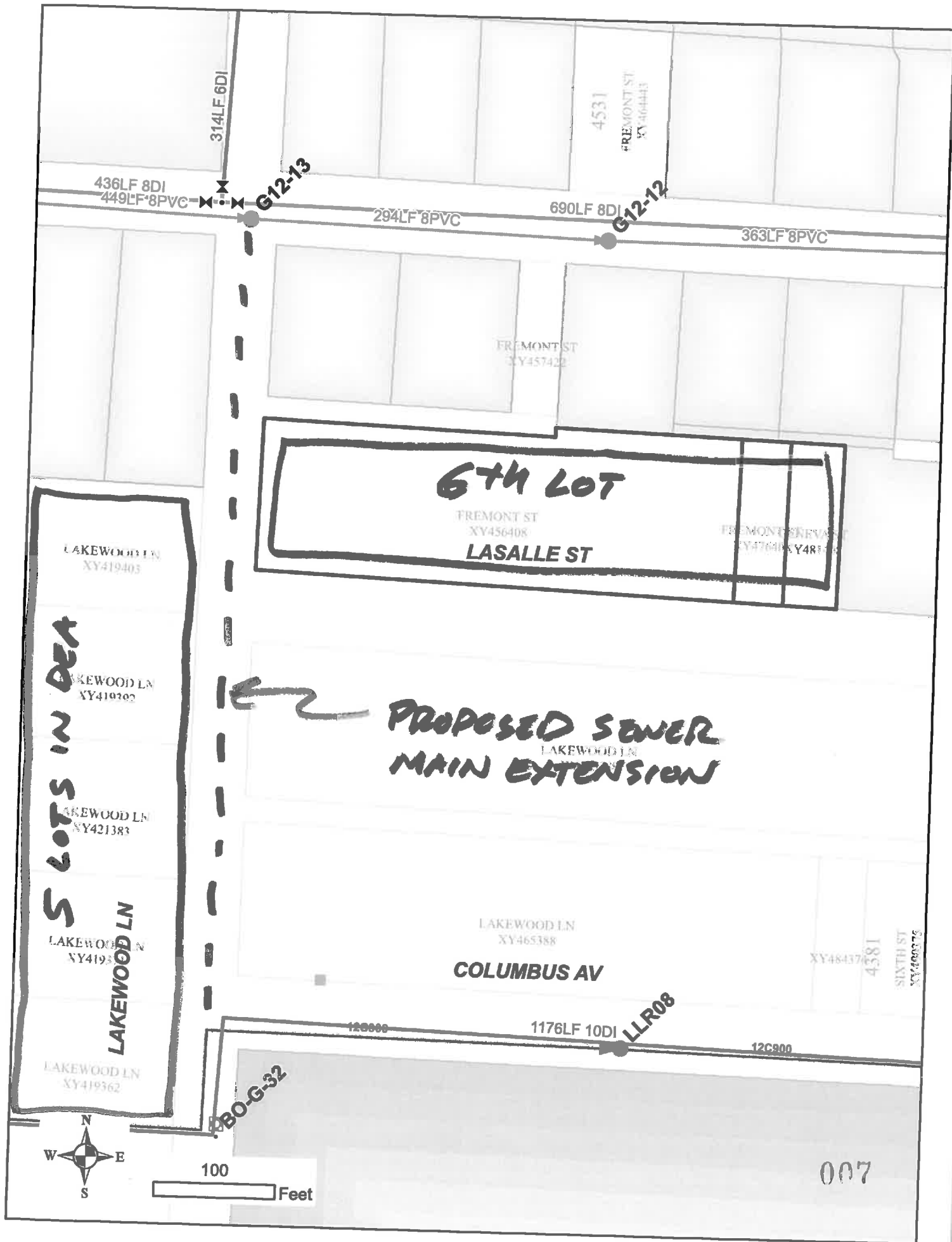
See proposed motion.

PROPOSED MOTION

Approve the addition of the 6th lot to the Geneva Woods Developer Extension Agreement for a grand total of 6 new water and sewer connections with the following condition:

1. Public sewer must be extended to serve at least one of the 5 lots within the UGA in order for the 6th lot outside the UGA to be served by sewer.





3.4.4 Repeat Violation Penalty

A person who repeats a violation shall be subject to a penalty as set forth in the Master Fees and Charges Schedule.

A person who fails to correct a violation within the time limit provided in the Notice of Violation, shall be subject to a penalty as set forth in the Master Fees and Charges Schedule, from the date of the time limit provided in the Notice of Violation.

Each day that a violation of this Code continues may be deemed a separate violation.
[Resolution No. 783, 799]

3.4.5 Water Loss As A Result of Damage

Charges shall be levied for the loss of water resulting from damage to the District's water system facilities caused by persons other than District employees. In addition to paying for repairs, the party responsible for the damage shall be charged the District's estimated cost. [Resolution No. 783]

3.5 Requirements for Water and Sewer Service

3.5.1 Capacity and Connection Availability

There is overall system capacity when the system as a whole has the capability to serve additional service connections. There may be localized areas in the system that are insufficient in size or are in too poor condition to allow local connections, but the system can still be considered to have overall system capacity. Water and/or sewer connections are available on a first come, first served basis, where capacity exists. [Resolution No. 757]

3.5.2 Single Parcel with Single Family Residence.

A request for service or request for denial of service by an Owner of a single parcel for a single family residence shall be reviewed by determining: (1) the parcel's distance to the District's water and sewer system, and (2) the sufficiency of the size and condition of the mains serving the parcel as determined by the District.

a. SEWER SERVICE

i. Parcel is located inside UGA or LAMIRD:

- 1) District Sewer Adjacent to Property and Main is Sufficient.** Connection to District sewer is required. The connection shall be made in accordance with current District Standards.
- 2) Sufficient Sewer Main within 200-feet of Property.** Connection to the District sewer is required. Owner extends and/or replaces main past and/or through property and connects to the sufficient main by Developer Extension Agreement and in accordance with current District Standards.
- 3) Sufficient Sewer Main more than 200-feet from Property.** District has the option of extending and/or replacing mains to within 200 feet of the property and then requiring the Owner to complete the extension and/or replacement past or through their property. The Owner extension and/or replacement of the main will be by Developer Extension Agreement and in accordance with current District Standards. If the District elects not to bring a

sufficiently sized main in adequate condition within 200 feet of the property, the Owner may develop an onsite sewage disposal system in accordance with Whatcom County and State regulations after executing a "Covenant Binding Property Regarding Future Water and/or Sewer Service."

→ ii. **Parcel is located outside UGA or LAMIRD:**

- 1) **Sufficient Sewer Main within 150-feet of Property.** Connection to the District system is required, and shall be in accordance with current District Standards.
- 2) **Sufficient Sewer Main more than 150-feet from Property.** The Owner may develop an onsite sewage disposal system in accordance with Whatcom County and State regulations after executing a "Covenant Binding Property Regarding Future Water and/or Sewer Service." The Owner also has the option of extending the main to and past the parcel provided Whatcom County determines the extension is consistent with the County's Comprehensive Plan and the District's Sewer Comprehensive Plan is amended to include the extension.
- 3) **Health Department Required Connection.** The Owner may connect even if more than 150 feet from a sufficient sewer main and outside a UGA or LAMIRD if connection is required by Whatcom County Health Department. The connection shall be made in accordance with current District Standards.

[Resolution No. 757]

b. **WATER SERVICE INSIDE OR OUTSIDE UGA OR LAMIRD:**

- i. **District Water System Adjacent to Property and Main is Sufficient.** Connection to District water system is required. The connection shall be made in accordance with current District Standards.
- ii. **Sufficient Water System within 200-feet of Property.** Connection to the District water system is required. Owner extends and/or replaces main past and/or through property and connects to the sufficient main by Developer Extension Agreement and in accordance with current District Standards.
 - 1) If District determines that a public water main extension is not warranted, the District will install a water service from the main to meter. Meters will be set adjacent to the main near the edge of the public right-of-way or easement corridor in which the public water main is located. The property Owner installs the private water service line from the meter to the building. Properties not fronting the public water main such as those located beyond the end of the main or behind lots fronting the main will require a longer private water service line installed by the Owner from their property to the meter.
- iii. **Sufficient Water System more than 200-feet from Property.** District has the option of extending and/or replacing mains to within 200 feet of the property and then requiring the Owner to complete the extension and/or replacement past or through their property. The Owner extension and/or replacement of the main will be by Developer Extension Agreement and in accordance with current District Standards. If the District elects not to bring a sufficiently sized main in adequate condition within 200 feet of the property, the Owner may develop an alternate and

temporary water supply in accordance with Whatcom County and State regulations after executing a "Covenant Binding Property Regarding Future Water and/or Sewer Service." [Resolution No. 757]

3.5.3 Other Development

All other developments (such as but not limited to subdivisions, plats, short plats, commercial, institutional, industrial, etc.) shall connect to the District's water and sewer system as follows:

a. SEWER SERVICE

iii. Site is located **inside** UGA or LAMIRD:

- 1) Connection to District sewer system is required. The developer shall extend the sewer system past and/or through property by Developer Extension Agreement and in accordance with current District Standards. Improvements shall be sized, designed, and constructed per District Standards to serve full build-out of the area.

iv. Site is located **outside** UGA or LAMIRD:

- 2) **Sufficient Sewer Main within 150-feet of Site.** Parcels within 150-feet of sufficient sewer main shall connect to the District sewer system in accordance with current District Standards.
- 3) **Sufficient Sewer Main more than 150-feet from Property.** The Owner may develop an onsite sewage disposal system in accordance with Whatcom County and State regulations after executing a "Covenant Binding Property Regarding Future Water and/or Sewer Service." The Owner also has the option of extending the main to and past the parcel provided Whatcom County determines the extension is consistent with its Comprehensive Plan and the extension is amended to the District's Sewer Comprehensive Plan. The sewer extension and connections shall be in accordance with current District Standards.
- 4) **Health Department Required Connection.** The Owner may connect even if more than 150 feet from a sufficient sewer main and outside a UGA or LAMIRD if connection is required by Whatcom County Health Department. The connection shall be made in accordance with current District Standards.

[Resolution No. 757]

b. WATER SERVICE INSIDE OR OUTSIDE UGA OR LAMIRD:

- i. Connection to the District water system is required. Owner extends and/or replaces main past and/or through property and connects to the sufficient main by Developer Extension Agreement per current District Standards.

[Resolution No. 757]

3.5.4 Petition to Waive or Adjust Connection Requirements

The Owner may petition the Board of Commissioners to waive or adjust the connection requirements if the parcel is located such that service is unlikely to be extended to the parcel within the next 20 years as determined by the District.



LAKE WHATCOM WATER AND SEWER DISTRICT

AGENDA BILL

DATE SUBMITTED:	May 16, 2016		
TO BOARD OF COMMISSIONERS			
FROM: Patrick Sorensen	MANAGER APPROVAL		
MEETING AGENDA DATE:	May 25, 2016		
AGENDA ITEM NUMBER:	5.C.		
SUBJECT:	General Engineering Services and Country Club Pump Station Selection Committee Recommendations		
LIST DOCUMENTS PROVIDED ⇒ NUMBER OF PAGES INCLUDING AGENDA BILL:	1.		
	2.		
	3.		
TYPE OF ACTION REQUESTED	RESOLUTION <input type="checkbox"/>	FORMAL ACTION/ MOTION <input checked="" type="checkbox"/>	INFORMATIONAL/ OTHER <input type="checkbox"/>

The District advertised a Request for Qualifications (RFQ) for two projects: (1) General Engineering Services and (2) Country Club Sewer Pump Station Improvements. The advertisement was published in the Bellingham Herald on March 18, 2016. Submittals were due on April 14, 2016. The District received submittals from 6 firms (in alphabetical order):

- BHC Consultants, LLC
- CHS Engineers
- Gray & Osborne, Inc.
- Reichhardt & Ebe Engineering Inc
- RH2 Engineering, Inc.
- Wilson Engineering, LLC

The General Engineering Services contract will be a 5-year agreement. The Country Club Sewer Pump Station Improvements is for pre-design thru construction – construction is planned for summer 2017.

The District's consultant selection committee (2 commissioners and 3 staff) met on May 10th to review submitted qualifications and select the most qualified consultants for each of these contracts. The committee will make its recommendation to the Board at the meeting.

FISCAL IMPACT

None.

RECOMMENDED BOARD ACTION

Once the consultants are selected, staff will enter into negotiations for the scope of work and fees. The agreements will be brought back to the Board for review and execution.

PROPOSED MOTION

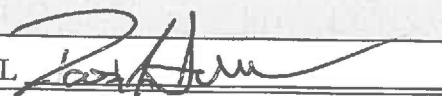
Authorize the General Manager to begin scope of work and fee negotiations for the following contracts:

1. General Engineering Services with an agreement term of 5-years. The selected consultant is _____.
2. Country Club Sewer Pump Station Improvements. The selected consultant is _____.



LAKE WHATCOM WATER AND SEWER DISTRICT

AGENDA BILL

DATE SUBMITTED:	May 16, 2016		
TO BOARD OF COMMISSIONERS			
FROM: Bill Hunter	MANAGER APPROVAL 		
MEETING AGENDA DATE:	May 25, 2016		
AGENDA ITEM NUMBER:	5.D.		
SUBJECT:	Geneva A/C Main Replacement – Project Close-out		
LIST DOCUMENTS PROVIDED ⇒ NUMBER OF PAGES INCLUDING AGENDA BILL:	1. Wilson Engineering Letter		
	2.		
	3.		
TYPE OF ACTION REQUESTED	RESOLUTION <input type="checkbox"/>	FORMAL ACTION/ MOTION <input checked="" type="checkbox"/>	INFORMATIONAL/ OTHER <input type="checkbox"/>

BACKGROUND / EXPLANATION OF IMPACT

Tiger Construction Ltd.. has completed all contract requirements and punch list items. Staff recommends accepting the Geneva AC Mains Replacement Project as complete.

FISCAL IMPACT

Original Construction Contract (<i>Tiger Construction Ltd.</i>)	\$1,714,188.90	
CO#1 (<i>Cold patching, angle valves</i>)	\$41,134.89	
CO#2 (<i>Euclid deep main, steel service, non-existing service</i>)	\$6,446.44	
CO#3 (<i>Reduce storm culvert unit price, add quantity</i>)	\$624.00	
CO#4 (<i>Rrealignment, temp services, main locates, Lakehill tie-in</i>)	\$4,954.59	
CO#5 (<i>CSTC in lieu of BRG at tie-ins</i>)	\$6,840.00	
CO#6 (<i>Add 325LF main replacement on Lakewood</i>)	\$66,000.00	3.9%
CO#7 (<i>Traffic control for 365LF Lakewood pipe</i>)	\$10,000.00	
CO#8 (<i>Old Lakeway concrete removal/ tie-in, broken services</i>)	\$9,595.18	
CO#9 (<i>Euclid/Lakeway tie-in, find end of AC, +65' of pipe</i>)	\$17,525.29	
CO#10 (<i>Move FH on Fir Tree Way, unexpected conditions</i>)	\$16,870.09	
CO#11 (<i>Waterside Lane Drainage, not installed AC pipe credit</i>)	\$4,680.51	
CO#12 (<i>Credit for bid items quantities not installed</i>)	(\$51,604.19)	
CO#13 (<i>Credit for District expenses related to Euclid re-pave</i>)	(\$2,677.25)	
Subtotal approved change orders to date	\$130,389.55	7.6%
Total Construction Cost	\$1,844,578.45	
8.5% Sales Tax	\$156,789.17	
Grand Total Including Sales Tax	\$2,001,367.62	

RECOMMENDED BOARD ACTION

See proposed motion.

PROPOSED MOTION

Accept the Geneva AC Mains Replacement Project as complete and direct staff to close out the project.



May 17, 2016

Bill Hunter
District Engineer / Assistant General Manager
Lake Whatcom Water and Sewer District
1220 Lakeway Drive
Bellingham, WA 98229

Re: Geneva AC Mains Replacement Project
Tiger Construction, Ltd.

Dear Bill:

The Contractor has finished the remaining punch list items on the above referenced project to the satisfaction of the Engineer, the District and Whatcom County. We recommend that the Board accept the Geneva AC Mains Replacement Project as complete.

The final Change Order and Pay Request were delivered previously.

Very Truly Yours,

WILSON ENGINEERING, L.L.C.

A handwritten signature in black ink, appearing to read "Melanie Mankamy". The signature is fluid and cursive, written over a horizontal line.

Melanie Mankamy, P.E.

cc: Derek LoPresti, Tiger Construction, Ltd.



LAKE WHATCOM WATER AND SEWER DISTRICT

AGENDA BILL

DATE SUBMITTED:	May 16, 2016		
TO BOARD OF COMMISSIONERS			
FROM: Patrick Sorensen	MANAGER APPROVAL <i>Patrick Sorensen</i>		
MEETING AGENDA DATE:	May 25, 2016		
AGENDA ITEM NUMBER:	5.E.		
SUBJECT:	Whatcom County Stormwater Project – Relocate Waterline		
LIST DOCUMENTS PROVIDED ➡ NUMBER OF PAGES INCLUDING AGENDA BILL:	1. Whatcom County Memorandum		
	2. Interlocal Agreement		
	3. Whatcom County Bid Tabulation		
TYPE OF ACTION REQUESTED	RESOLUTION <input type="checkbox"/>	FORMAL ACTION/ MOTION <input checked="" type="checkbox"/>	INFORMATIONAL/ OTHER <input type="checkbox"/>

BACKGROUND / EXPLANATION OF IMPACT

See attached Memorandum from Whatcom County.

FISCAL IMPACT

The District became aware of this project this spring. As a result of no advanced notification, no funds were allocated in the District's 2016 budget. Staff recommends funding the water main relocation work using the Sewer/Storm Water Contingency Fund – 425 which currently has a balance of approximately \$932k.

Estimated costs are:

Construction (including sales tax)	\$121,829.23
<u>Construction Admin by County (10%)</u>	<u>\$12,182.92</u>
Estimated Total	\$134,012.15

RECOMMENDED BOARD ACTION

See proposed motion

PROPOSED MOTION

Authorize the execution of the attached Interlocal Agreement between Whatcom County and Lake Whatcom Water and Sewer District for waterline reimbursement costs related to the Cedar Hills/Euclid Stormwater Project.

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

**JON HUTCHINGS
DIRECTOR**



STORMWATER

322 N. Commercial Street, Suite 301
Bellingham, WA 98225
Telephone: (360) 778-6210
FAX: (360) 778-6211
www.whatcomcounty.us

MEMORANDUM

TO: Patrick Sorenson, General Manager, Lake Whatcom Water & Sewer District

FROM: Kirk Christensen, PE, Stormwater Manager

DATE: April 18, 2016

RE: Interlocal Agreement Whatcom County-Lake Whatcom Water & Sewer District Construction of Joint Water Project

Please find attached for your review and approval two originals of an Interlocal Agreement between Whatcom County (County) and the Lake Whatcom Water & Sewer District (District).

▪ **Background and Purpose**

The County is constructing water quality treatment facilities within the Rights-of-Way in the Cedar Hills-Euclid neighborhood as part of the Cedar Hills-Euclid Stormwater Improvements project. These same Rights-of-Way are used by the District for water and sewer utilities, as permitted by Franchise agreement with the County. The location of the District's water main is in conflict with two of the stormwater treatment facilities. Therefore, this water main will be relocated outside the limits of the stormwater facilities such that the District will be able to access the buried water main as needed in the future.

This agreement is intended to define a formal working relationship between the County and the District for the relocation of this water main. The County is taking responsibility for design, contract administration, and construction management of the water main relocation. The District will reimburse all costs incurred by the County related to the water main construction. In addition, the District will reimburse the County for construction phase administration costs in the amount of 10 percent (10%) of the final total costs associated with the water line relocation. Combining this work provides a larger total fee for the contractor and will lower overall unit costs for both the County and the District.

▪ **Funding Sources**

The Cedar Hills-Euclid Stormwater Improvements project is funded by Real Estate Excise Tax and a grant from the Department of Ecology. The costs incurred for the construction of the water main relocation and 10% construction phase administration costs will be reimbursed by the District.

Please contact Kirk Christensen, 778-6297, if you have any questions regarding this agreement.

INTERLOCAL AGREEMENT

Whatcom County – Lake Whatcom Water and Sewer District
Cedar Hills/Euclid Stormwater Project
Reimbursement to Whatcom County for Waterline Relocation

WHEREAS, the Public Works Department of Whatcom County, ("County") and Lake Whatcom Water and Sewer District, ("District") desire to exchange certain construction services to the mutual advantage of each jurisdiction: and

WHEREAS, the County and District have an existing 25-year franchise agreement, effective September 27, 2005, granting the District the permission, upon obtaining necessary permits, to enter upon County roads, rights-of-way and other County property as designated hereinbefore, for the purpose of constructing its water mains and all necessary appurtenances connected therewith, and for repairing such mains and appurtenances, and for operating and maintaining said mains and appurtenances; and

WHEREAS, the County and District have an existing 50-year franchise agreement, effective October 7th, 1971, granting the District the right and authority to enter upon County roads, rights-of-way and other County property as designated hereinbefore for the purpose of constructing the District's sewer force mains and all necessary appurtenances connected therewith, and for repairing such mains and appurtenances, and for operating and maintaining said mains and appurtenances; and

WHEREAS, Whatcom County has entered into a professional consulting engineering agreement with Wilson Engineering, LLC to design the County's Cedar Hills/Euclid Stormwater Project; and

WHEREAS, as a part of this construction project, existing water mains and services lines will be replaced. During construction, the District's existing water mains will be replaced with relocated new mains along with new service lines from the new main to existing water meters; and

WHEREAS, it is in the interest of both parties to combine the County construction project and the District replacement of portions of existing water mains and services lines within the project limits into one design and construction effort. The replacement portion of the water main will be approximately 540 feet long; and

WHEREAS, RCW 39.34 allows municipalities to enter into Interlocal Agreements to set forth the conditions of providing services to one another; and

WHEREAS, it is in the best interest and economy of each party hereto to enter into this Interlocal Agreement,

NOW THEREFORE, WHATCOM COUNTY AND THE LAKE WHATCOM WATER AND SEWER DISTRICT AGREE AS FOLLOWS:

1) Cedar Hills/Euclid Stormwater Improvements Project.

- A. The District will reimburse the County for all expenses related to construction of replacement portions of the water main.
- B. The District will provide design information regarding the replacement portions of the water lines.
- C. The consultant will package the results of the joint stormwater and water main design into a single construction contract bid document for the entire Cedar Hills/Euclid

Stormwater Project.

- D. The County shall construct the replacement water utilities per District Standards, but the District shall own said utilities.
 - E. The County will advertise for construction bids and award a construction contract under the County bidding requirements.
- 2) **Right-of-Way and Permits.** The County has obtained necessary rights-of-way, easements, permits and approvals to facilitate the construction project. The District's replacement water utilities shall be included in the District's current franchise agreements with the County. These relocated utilities, which are used exclusively by the District, shall be the property of the District.
- 3) **Construction Contract Bid Document.** It is mutually agreed that the single prepared construction document will list bid items for the County's construction work and bid items for construction of the District's replacement portions of the water lines. Bid Items for the water lines will be on a separate bid schedule. The County will act as the lead agency during the bidding and award of the contract, and will award the contract to the lowest responsible, responsive bidder of the total construction project in accordance with County's bidding requirements. County agrees to defend, indemnify, and hold harmless the District from any and all claims, suits, or actions at law or in equity that may arise from the County bidding, award of construction, or administration of the contract. Upon acceptance of the project as complete by the District Board of Commissioners, this indemnification provision shall no longer be in effect for subsequent claims, suits, or actions at law or in equity arising from the County's actions or failures to act.
- 4) **Construction Costs.** The District shall reimburse the County for actual construction costs associated with replacing the utilities in the amount of the total final costs associated with Cedar Hills/Euclid Stormwater Project, all of Bid Schedule B – Installation/Relocation of Water Lines
- 5) **Payment of Construction Contract.** A single contract will be between County and Contractor, and all payments to the Contractor shall be made by the County. County will verify all schedule items for payment. District will reimburse County for its portion of shared schedule items relating to the replacement portions of the water lines installed, within 30 days of receipt of billing from County. The County agrees to provide sufficient supporting documentation with said invoice to allow the District to adequately review it for compliance with this Agreement.
- 6) **Construction Administration.** County will be the lead agency in administering the entire contract, and will perform all construction phase engineering and documentation for the project. The District shall perform construction phase inspection for installation of the replacement portions of the water lines installed. The District shall reimburse the County for construction phase administration costs in the amount of ten percent (10%) of the final total costs associated with Cedar Hills/Euclid Stormwater Project, Bid Schedule B.
- 7) **Shared Construction Phase Engineering and Inspection Costs.** District agrees to pay all construction phase engineering and inspection costs for the replacement portions of the water lines as installed by the County during the construction project. The County may provide an additional inspector for a joint inspection effort, but the County will absorb cost for its own supplemental inspector, if any.
- 8) **Term.** This Agreement shall be binding upon the parties hereto, their successors and assigns and shall continue in full force and effect until the issuance of final payment by the District to the County

under the agreement and all one-year warranty requirements have been fulfilled as required by the construction contract documents.

- 9) **Responsible Persons.** The person responsible for the administration of this Agreement on behalf of Whatcom County shall be the Director of Public Works. The person responsible for administration of this Agreement on behalf of the District shall be the General Manager.

- 10) **Indemnification and Hold Harmless.** Neither of the parties to this Interlocal Agreement shall be deemed to assume any liability for the negligence of the other party, its officers or employees, nor for any defective or dangerous condition of the other party's real or personal property and each party hereto mutually agrees, covenants, and promises to hold the other party harmless and to defend and indemnify the other party against any claims for damages, actions at law, suits in equity, or other legal proceedings resulting from the negligence of the such party or from any defective or dangerous condition of the such party's real or personal property.

Neither County nor District shall assume any liability for the direct payment of any salary, wages, or other compensation to any other of the party's personnel performing services hereunder or for any other liability not expressly assumed herein.

- 11) **Ownership and Maintenance of Facilities.** The District shall own the water main whose construction is the subject of this agreement. The District shall pay for operation, maintenance and repairs of said facilities.

12) Dispute Resolution

- a) **Arbitration.** The Parties mutually covenant to work cooperatively to timely resolve any issues that may arise between the Parties concerning this agreement. However, any dispute or claim shall be submitted to mandatory, conclusive and binding arbitration under the rules and procedures of Whatcom County Mandatory Arbitration Rules (WCMAR). The parties shall jointly stipulate to an arbitrator, or one will be selected in accordance with WCMAR. The arbitrator's award shall not be limited by otherwise applicable MAR rules. The prevailing party shall be entitled to reasonable attorney's fees and costs. The arbitrator's decision may only be appealed pursuant to RCW 7.04.

- b) **Governing Law and Venue.** The Parties agree that any dispute shall be governed by the law of the State of Washington and shall be heard in Whatcom County.

- 13) **District as Additional Insured.** The County shall require the construction contractor who is ultimately awarded the contract to provide the District with a certificate of insurance and endorsement specifically naming the District as an additional insured prior to the contractor commencing work on the construction project. The contractor will provide at least \$1,000,000.00 in general liability coverage and shall include automobile insurance.

- 14) **Administration.** The parties do not intend to create any new or separate legal or administrative entity by this agreement but, rather, intend for this mutual Agreement to govern the District's financial support for the project. The terms and conditions contained herein reflect the voluntary participation of the parties.

- 15) **Relationship to Other Agreements.** The entire agreement between the parties hereto relative to the Cedar Hills/Euclid Stormwater Project is contained in this Agreement. This Interlocal Agreement is in addition to, and is not intended to replace or substitute for any other agreement between

Whatcom County and Lake Whatcom Water and Sewer District. Those other agreements continue in effect according to the terms of those agreements.

DATED this _____ day of _____, 2016.

LAKE WHATCOM WATER AND SEWER DISTRICT

Patrick Sorensen, General Manager

IN WITNESS WHEREOF, the parties have executed this agreement in Bellingham, Washington, to exchange certain engineering and construction services on the day and year herein indicated.

DATED this _____ day of _____, 2016, by Lake Whatcom Water and Sewer District.

Laura Weide, President
Board of Commissioners

STATE OF WASHINGTON)
 : ss
COUNTY OF WHATCOM)

On this day personally appeared before me Laura Weide, to me known to be the President of the Board of Commissioners of Lake Whatcom Water and Sewer District, the water district that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the water district, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument on behalf of said district.

WITNESS my hand and official seal this _____ day of _____, 2016.

NOTARY PUBLIC in and for the State of
Washington: Residing at _____
My Commission Expires: _____

Approved as to form:

CARMICHAEL CLARK

Robert A. Carmichael, Attorney for
Lake Whatcom Water and Sewer District

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year herein indicated.

FOR WHATCOM COUNTY

Jack Louws, County Executive

APPROVED AS TO FORM:

DEPARTMENTAL APPROVAL:

Daniel L. Gibson
Chief Civil Deputy Prosecutor

Jon Hutchings, Public Works Director

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this _____ day of _____, 2016, before me personally appeared Jack Louws, to me known to be the Whatcom County Executive, and who executed the above instrument and who acknowledged to be the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State
of Washington, residing at _____
My commission expires: _____

EXHIBIT "A"
SCOPE OF WORK

INTERLOCAL AGREEMENT
Cedar Hills/Euclid Stormwater Project
Reimbursement to Whatcom County for Waterline Relocation

Introduction:

The proposed project constructs stormwater treatment facilities within the Whatcom County Rights-of-Way in the Geneva Neighborhood. These same Rights-of-Way are used by the Lake Whatcom Water & Sewer District (District) for water and sewer utilities, as permitted by Franchise agreement with Whatcom County. These stormwater facilities are a necessary part of a larger effort to protect and improve the water quality of Lake Whatcom, the source of drinking water for the District and the City of Bellingham. These stormwater facilities are located in the Euclid Avenue and Cedar Hills Avenue neighborhoods, specifically at Piedmont Avenue, Cedar Hills Avenue, Euclid Avenue, and Lakeway Drive near the intersection of Euclid Avenue and Lakeway Drive. The location of the District's water main on Piedmont Place and Cedar Hills Avenue is in conflict with the stormwater treatment facilities to be installed in the shoulder area. Therefore, this water main will be replaced in a location that is outside the limits of the stormwater facilities such that the District will be able to access the buried water main as needed in the future.

Purpose:

This agreement is intended to define a formal working relationship between Whatcom County and the Lake Whatcom Water & Sewer District (District) for this project. The County is taking the responsibility for design, contract administration, and construction management. The terms of the agreement provide for the reimbursement of all costs related to the water main construction and construction phase administration costs in the amount of 10 percent (10%) of the final total of costs associated with the water line relocation. Combining this work provides a larger total fee for the contractor and hopefully will lower overall unit costs for both the County and the District.

Objective:

Construction of the Cedar Hills/Euclid Stormwater Project is a necessary part of a larger effort to protect and improve the water quality of Lake Whatcom, the source of drinking water for the District and the City of Bellingham. Construction management will be focused on maintaining public safety, providing the contractor with a safe and efficient work area to manage construction activities, and maintaining core services to the public impacted by the project.

Schedule:

The current plan is to perform construction in the Lake Whatcom work window: June 1, 2016 until September 30, 2016. Private utilities that are impacted by the project will work at their discretion through existing franchise agreements in place with the County or through the right-of-way use permit process as administered by Whatcom County Planning & Development Services.

EXHIBIT "B"**Budget Estimate**

INTERLOCAL AGREEMENT
Cedar Hills/Euclid Stormwater Project
Reimbursement to Whatcom County for Waterline Relocation

Note: Actual project costs will be based upon bids received from contractors, and the bid award will be approved by the Whatcom County Council before the lowest responsible bid is accepted.

BASE BID ITEMS	Estimated Quantity	Unit	Estimated Unit Price	Estimated Amount
SCHEDULE B: RELOCATION OF WATER LINE				
Mobilization (approx. 10% of construction costs)	1	LS	\$8,200	\$8,200
Project Temporary Traffic Control	1	LS	\$5,000	\$5,000
Traffic Control Labor	80	HR	\$40	\$3,200
Erosion/Water Pollution Control	1	FA	\$2,000	\$2,000
Saw Cut Asphalt Concrete Pavement	900	LF	\$6	\$5,400
Excavation, Including Haul	250	CY	\$15	\$3,750
Rock Excavation, Including Haul	2	CY	\$500	\$1,000
Crushed Surface Top Course	120	TON	\$40	\$4,800
Hot Mix Asphalt	65	TON	\$110	\$7,200
Dewatering	1	LS	\$5,000	\$5,000
Water Main, 8" Diam.	540	LF	\$75	\$40,500
Gate Valve	2	EA	\$2,000	\$4,000
Water Service Line Reconnections	4	EA	\$250	\$1,000
Repair Public and Private Facilities	1	FA	\$10,000	\$10,000
			Subtotal	\$101,100
Tax (8.5%)				\$8,600
Estimated Schedule B Total Construction Cost				\$109,700
Estimated Construction Phase Administration Costs (10% of Schedule B total)*				\$11,000
Total Estimated District Cost to be paid to Whatcom County				\$120,700

* The District shall reimburse the County for construction phase administration costs as a percentage of the waterline cost versus the total contract award price.

BASE BID ITEMS			ENGINEER'S ESTIMATE		STREMLER GRAVEL		AWARD CONSTRUCTION	
Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
SCHEDULE A: STORMWATER IMPROVEMENTS								
A1 Spill Prevention, Control, Countermeasures Plan	1	LS	\$ 1,000	\$ 1,000	LS	\$ 500.00	LS	\$ 600.00
A2 Mobilization	1	LS	\$ 74,900	\$ 74,900	LS	\$ 34,000.00	LS	\$ 24,000.00
A3 Project Temporary Traffic Control	1	LS	\$ 10,000	\$ 10,000	LS	\$ 29,000.00	LS	\$ 12,000.00
A4 Traffic Control Labor	450	HR	\$ 40	\$ 18,000	\$ 45.00	\$ 20,250.00	\$ 55.00	\$ 24,750.00
A5 Erosion/Water Pollution Control	1	FA	\$ 10,000	\$ 10,000	FA	\$ 10,000.00	FA	\$ 10,000.00
A6 Silt Fence	250	LF	\$ 5	\$ 1,250	\$ 7.00	\$ 1,750.00	\$ 4.50	\$ 1,125.00
A7 Straw Wattle	200	LF	\$ 10	\$ 2,000	\$ 4.00	\$ 800.00	\$ 6.00	\$ 1,200.00
A8 Clearing and Grubbing	1	LS	\$ 3,500	\$ 3,500	LS	\$ 8,750.00	LS	\$ 13,000.00
A9 Potholing	10	EA	\$ 500	\$ 5,000	\$ 1,000.00	\$ 10,000.00	\$ 460.00	\$ 4,600.00
A10 Removal of Structures and Obstructions	1	LS	\$ 10,000	\$ 10,000	LS	\$ 5,000.00	LS	\$ 20,000.00
A11 Saw Cut Asphalt Concrete Pavement	400	LF	\$ 6	\$ 2,400	\$ 6.05	\$ 2,420.00	\$ 3.50	\$ 1,400.00
A12 Saw Cut Cement Concrete Pavement	10	LF	\$ 10	\$ 100	\$ 2.30	\$ 23.00	\$ 23.00	\$ 230.00
A13 Excavation, Including Haul	1500	CY	\$ 15	\$ 22,500	\$ 30.00	\$ 45,000.00	\$ 33.00	\$ 49,500.00
A14 Rock Excavation, Including Haul	50	CY	\$ 100	\$ 5,000	\$ 150.00	\$ 7,500.00	\$ 80.00	\$ 4,000.00
A15 Geotextile	1400	SY	\$ 6	\$ 8,400	\$ 1.50	\$ 2,100.00	\$ 1.30	\$ 1,820.00
A16 Erosion Control Coir Blanket	950	SY	\$ 5	\$ 4,750	\$ 3.95	\$ 3,752.50	\$ 4.50	\$ 4,275.00
A17 Clean 5/8" Chips	25	TON	\$ 35	\$ 875	\$ 61.15	\$ 1,528.75	\$ 68.00	\$ 1,700.00
A18 Drain Rock	1300	TON	\$ 35	\$ 45,500	\$ 22.76	\$ 29,588.00	\$ 27.00	\$ 35,100.00
A19 4 In Cobble	75	TON	\$ 50	\$ 3,750	\$ 38.00	\$ 2,850.00	\$ 47.00	\$ 3,525.00
A20 Sand/Peat Media	430	CY	\$ 70	\$ 30,100	\$ 125.00	\$ 53,750.00	\$ 98.00	\$ 42,140.00
A21 Pipe Inlet Protection	3	EA	\$ 1,500	\$ 4,500	\$ 500.00	\$ 1,500.00	\$ 720.00	\$ 2,160.00
A22 Pipe Outlet Protection	5	EA	\$ 1,300	\$ 6,500	\$ 400.00	\$ 2,000.00	\$ 310.00	\$ 1,550.00
A23 Ditch Berm	2	EA	\$ 1,500	\$ 3,000	\$ 1,250.00	\$ 2,500.00	\$ 1,000.00	\$ 2,000.00
A24 Dewatering	1	LS	\$ 5,000	\$ 5,000	LS	\$ 350.00	LS	\$ 29,000.00
A25 Quarry Spalls	50	TON	\$ 100	\$ 5,000	\$ 62.25	\$ 3,112.50	\$ 61.00	\$ 3,050.00
A26 Gravel Base	25	TON	\$ 35	\$ 875	\$ 41.40	\$ 1,035.00	\$ 37.00	\$ 925.00
A27 Crushed Surface Top Course	15	TON	\$ 40	\$ 600	\$ 54.05	\$ 810.75	\$ 49.00	\$ 735.00
A28 Hot Mix Asphalt	15	TON	\$ 110	\$ 1,650	\$ 274.00	\$ 4,110.00	\$ 235.00	\$ 3,525.00
A29 Cement Conc Traffic Curb and Gutter	60	LF	\$ 45	\$ 2,700	\$ 34.00	\$ 2,040.00	\$ 46.00	\$ 2,760.00
A30 Cement Conc. Sidewalk	30	SY	\$ 60	\$ 1,800	\$ 60.50	\$ 1,815.00	\$ 110.00	\$ 3,300.00
A31 Concrete Weir Wall	31	EA	\$ 3,500	\$ 108,500	\$ 2,500.00	\$ 77,500.00	\$ 2,400.00	\$ 74,400.00

A32	Shoring	200	SF	\$ 5	\$ 1,000	\$ 52.55	\$ 10,510.00	\$ 70.00	\$ 14,000.00
A33	Underdrain Pipe, 8" Diam.	575	LF	\$ 55	\$ 31,625	\$ 15.25	\$ 8,768.75	\$ 27.00	\$ 15,525.00
A34	Storm Sewer, 8" Diam.	420	LF	\$ 67	\$ 28,140	\$ 24.00	\$ 10,080.00	\$ 51.00	\$ 21,420.00
A35	Storm Sewer, 12" Diam.	240	LF	\$ 72	\$ 17,280	\$ 39.03	\$ 9,367.20	\$ 62.00	\$ 14,880.00
A36	Storm Sewer, 18" Diam	110	LF	\$ 85	\$ 9,350	\$ 70.20	\$ 7,722.00	\$ 150.00	\$ 16,500.00
A37	Culvert, 12" Diam.	75	LF	\$ 50	\$ 3,750	\$ 20.15	\$ 1,511.25	\$ 142.00	\$ 10,650.00
A38	Storm Drain Cleanout	4	EA	\$ 500	\$ 2,000	\$ 275.00	\$ 1,100.00	\$ 460.00	\$ 1,840.00
A39	Flow Spreader	7	EA	\$ 3,000	\$ 21,000	\$ 550.00	\$ 3,850.00	\$ 700.00	\$ 4,900.00
A40	Catch Basin Type 1, With Beehive Grate	2	EA	\$ 1,800	\$ 3,600	\$ 1,400.00	\$ 2,800.00	\$ 1,500.00	\$ 3,000.00
A41	Catch Basin Type 1, With Solid Lid	10	EA	\$ 1,800	\$ 18,000	\$ 1,400.00	\$ 14,000.00	\$ 1,600.00	\$ 16,000.00
A42	Catch Basin Type2, 48" Diam, Solid Lid	2	EA	\$ 3,500	\$ 7,000	\$ 4,700.00	\$ 9,400.00	\$ 3,400.00	\$ 6,800.00
A43	Thru-Curb Inlet	1	EA	\$ 2,500	\$ 2,500	\$ 1,710.00	\$ 1,710.00	\$ 1,750.00	\$ 1,750.00
A44	Flow Splitter Manhole, 60" Diam	1	EA	\$ 6,500	\$ 6,500	\$ 7,000.00	\$ 7,000.00	\$ 5,400.00	\$ 5,400.00
A45	Pretreatment Unit #1	1	EA	\$ 13,000	\$ 13,000	\$ 13,500.00	\$ 13,500.00	\$ 12,000.00	\$ 12,000.00
A46	Pretreatment Unit #2	1	EA	\$ 13,000	\$ 13,000	\$ 14,000.00	\$ 14,000.00	\$ 12,000.00	\$ 12,000.00
A47	Pretreatment Unit #3	1	EA	\$ 17,000	\$ 17,000	\$ 28,700.00	\$ 28,700.00	\$ 27,000.00	\$ 27,000.00
A48	Pretreatment Unit #4	1	EA	\$ 13,000	\$ 13,000	\$ 14,400.00	\$ 14,400.00	\$ 12,000.00	\$ 12,000.00
A49	Treatment Catch Basin	2	EA	\$ 16,000	\$ 32,000	\$ 12,250.00	\$ 24,500.00	\$ 13,000.00	\$ 26,000.00
A50	Treatment Manhole	1	EA	\$ 22,000	\$ 22,000	\$ 32,175.00	\$ 32,175.00	\$ 32,000.00	\$ 32,000.00
A51	Stormfilter Vault	1	EA	\$ 96,000	\$ 96,000	\$ 95,000.00	\$ 95,000.00	\$ 87,000.00	\$ 87,000.00
A52	Repair Public and Private Facilities	1	FA	\$ 35,000	\$ 35,000	FA	\$ 35,000.00	FA	\$ 35,000.00
A53	Landscaping Restoration	1	FA	\$ 15,000	\$ 15,000	FA	\$ 15,000.00	FA	\$ 15,000.00
A54	12" Diam Driveway Culvert	103	LF	\$ 75	\$ 7,725	\$ 25.15	\$ 2,590.45	\$ 80.00	\$ 8,240.00
A55	Pea Gravel	120	TON	\$ 40	\$ 4,800	\$ 30.20	\$ 3,624.00	\$ 37.00	\$ 4,440.00
A56	Monitoring Post	2	EA	\$ 2,000	\$ 4,000	\$ 800.00	\$ 1,600.00	\$ 1,400.00	\$ 2,800.00
				Subtotal	\$ 823,400		\$ 733,244.15		\$ 784,515.00
					\$ 823,400		\$ 733,244.15		\$ 784,515.00

Schedule A Total Construction Cost

BASE BID ITEMS			ENGINEER'S ESTIMATE		STREMLER GRAVEL		AWARD CONSTRUCTION	
Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
SCHEDULE B: RELOCATE WATER LINE IN CEDAR HILL AVE					CEDAR HILL AVENUE			
B1 Mobilization	1	LS	\$ 9,600	\$ 9,600	LS	\$ 5,000.00	LS	\$ 6,000.00
B2 Project Temporary Traffic Control	1	LS	\$ 5,000	\$ 5,000	LS	\$ 7,700.00	LS	\$ 2,800.00
B3 Traffic Control Labor	80	HR	\$ 40	\$ 3,200	\$ 45.00	\$ 3,600.00	\$ 55.00	\$ 4,400.00

B4	Erosion/Water Pollution Control	1	FA	\$ 5,000	\$ 5,000	FA	\$ 5,000.00	FA	\$ 5,000.00
B5	Saw Cut Asphalt Concrete Pavement	900	LF	\$ 6	\$ 5,400	\$ 6.00	\$ 5,400.00	\$ 3.50	\$ 3,150.00
B6	Excavation, Including Haul	250	CY	\$ 15	\$ 3,750	\$ 26.20	\$ 6,550.00	\$ 33.00	\$ 8,250.00
B7	Rock Excavation, Including Haul	2	CY	\$ 500	\$ 1,000	\$ 145.00	\$ 290.00	\$ 350.00	\$ 700.00
B8	Gravel Base	60	TON	\$ 35	\$ 2,100	\$ 20.65	\$ 1,239.00	\$ 37.00	\$ 2,220.00
B9	Crushed Surface Top Course	60	TON	\$ 40	\$ 2,400	\$ 40.00	\$ 2,400.00	\$ 49.00	\$ 2,940.00
B10	Hot Mix Asphalt	65	TON	\$ 110	\$ 7,150	\$ 195.00	\$ 12,675.00	\$ 170.00	\$ 11,050.00
B11	Dewatering	1	LS	\$ 5,000	\$ 5,000	LS	\$ 500.00	LS	\$ 500.00
B12	Water Main, 8" Diam.	540	LF	\$ 75	\$ 40,500	\$ 82.65	\$ 44,631.00	\$ 88.00	\$ 47,520.00
B13	Gate Valve	2	EA	\$ 2,000	\$ 4,000	\$ 1,500.00	\$ 3,000.00	\$ 2,000.00	\$ 4,000.00
B14	Repair Public and Private Facilities	1	FA	\$ 10,000	\$ 10,000	FA	\$ 10,000.00	FA	\$ 10,000.00
B15	Water Service Line	4	EA	\$ 250	\$ 1,000	\$ 1,075.00	\$ 4,300.00	\$ 1,500.00	\$ 6,000.00
				Subtotal	\$ 105,100		\$ 112,285.00		\$ 114,530.00
Tax (8.5%)					\$ 8,900		\$ 9,544.23		\$ 9,735.05
Schedule B Total Construction Cost					\$ 114,000		\$ 121,829.23		\$ 124,265.05

BASE BID ITEMS		Quantity	Unit	ENGINEER'S ESTIMATE		STREMLER GRAVEL		AWARD CONSTRUCTION	
Item Description	Unit Price			Amount	Unit Price	Amount	Unit Price	Amount	
SCHEDULE C: STREAM CHANNEL RESTORATION									
C1	Mobilization	1	LS	\$ 19,100	\$ 19,100	LS	\$ 6,625.00	LS	\$ 6,500.00
C2	Erosion/Water Pollution Control	1	FA	\$ 5,000	\$ 5,000	FA	\$ 5,000.00	FA	\$ 5,000.00
C3	Silt Fence	50	LF	\$ 5	\$ 250	\$ 6.65	\$ 332.50	\$ 4.50	\$ 225.00
C4	Straw Wattle	50	LF	\$ 10	\$ 500	\$ 4.60	\$ 230.00	\$ 6.00	\$ 300.00
C5	Clearing and Grubbing	1	LS	\$ 1,500	\$ 1,500	LS	\$ 1,000.00	LS	\$ 4,100.00
C6	Excavation, Including Haul	10	CY	\$ 15	\$ 150	\$ 38.25	\$ 382.50	\$ 33.00	\$ 330.00
C7	24" Pipe Outlet Protection	1	EA	\$ 2,000	\$ 2,000	\$ 400.00	\$ 400.00	\$ 300.00	\$ 300.00
C8	Quarry Spalls	150	TON	\$ 100	\$ 15,000	\$ 68.60	\$ 10,290.00	\$ 61.00	\$ 9,150.00
C9	Riprap	10	TON	\$ 150	\$ 1,500	\$ 26.00	\$ 260.00	\$ 65.00	\$ 650.00
C10	Streambed Sediment	75	TON	\$ 80	\$ 6,000	\$ 42.50	\$ 3,187.50	\$ 70.00	\$ 5,250.00
C11	Streambed Boulders	400	TON	\$ 200	\$ 80,000	\$ 170.00	\$ 68,000.00	\$ 82.00	\$ 32,800.00
C12	Bank Pit Run	200	TON	\$ 40	\$ 8,000	\$ 47.05	\$ 9,410.00	\$ 39.00	\$ 7,800.00
C13	Erosion Control Coir Blanket	100	SY	\$ 10	\$ 1,000	\$ 3.20	\$ 320.00	\$ 4.50	\$ 450.00
C14	Temporary Creek Bypass	1	LS	\$ 8,000	\$ 8,000	LS	\$ 4,450.00	LS	\$ 12,000.00
C15	Topsoil, Type A	50	CY	\$ 80	\$ 4,000	\$ 63.50	\$ 3,175.00	\$ 51.00	\$ 2,550.00

C16	Mulching	50	CY	\$ 80	\$ 4,000	\$ 78.90	\$ 3,945.00	\$ 57.00	\$ 2,850.00
C17	Planting	1	LS	\$ 3,000	\$ 3,000	LS	\$ 2,500.00	LS	\$ 2,400.00
C18	Water	10	000/GA	\$ 60	\$ 600	\$ 45.00	\$ 450.00	\$ 150.00	\$ 1,500.00
C19	Repair Public and Private Facilities	1	FA	\$ 35,000	\$ 35,000	FA	\$ 35,000.00	FA	\$ 35,000.00
C20	Landscaping Restoration	1	FA	\$ 15,000	\$ 15,000	FA	\$ 15,000.00	FA	\$ 15,000.00
				Subtotal	\$ 209,600		\$ 169,957.50		\$ 144,155.00
Tax (8.5%)					\$ 17,800		\$ 14,446.39		\$ 12,253.18
Schedule C Total Construction Cost					\$ 227,400		\$ 184,403.89		\$ 156,408.18
Schedule A Total Construction Cost					\$ 823,400		\$ 733,244.15		\$ 784,515.00
Schedule B Total Construction Cost					\$ 114,000		\$ 121,829.23		\$ 124,265.05
Schedule C Total Construction Cost					\$ 227,400		\$ 184,403.89		\$ 156,408.18
Total Construction Cost					\$ 1,164,800		\$ 1,039,477.27		\$ 1,065,188.23

BASE BID ITEMS			COLACURCIO BROS		FABER CONSTRUCTION		LARRY BROWN CONSTR		OCEANSIDE CONSTR	
Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
SCHEDULE A: STORMWATER IMPROVEMENTS										
A1 Spill Prevention, Control, Countermeasures Plan	1	LS	LS	\$ 600.00	LS	\$ 1,512.50	LS	\$ 695.00	LS	\$ 5,000.00
A2 Mobilization	1	LS	LS	\$ 35,000.00	LS	\$ 77,006.38	LS	\$ 80,000.00	LS	\$ 123,000.00
A3 Project Temporary Traffic Control	1	LS	LS	\$ 3,000.00	LS	\$ 7,700.00	LS	\$ 25,000.00	LS	\$ 7,000.00
A4 Traffic Control Labor	450	HR	\$ 51.00	\$ 22,950.00	\$ 55.00	\$ 24,750.00	\$ 55.90	\$ 25,155.00	\$ 54.00	\$ 24,300.00
A5 Erosion/Water Pollution Control	1	FA	FA	\$ 10,000.00	FA	\$ 10,000.00	FA	\$ 10,000.00	FA	\$ 10,000.00
A6 Silt Fence	250	LF	\$ 5.00	\$ 1,250.00	\$ 9.90	\$ 2,475.00	\$ 4.65	\$ 1,162.50	\$ 6.00	\$ 1,500.00
A7 Straw Wattle	200	LF	\$ 5.00	\$ 1,000.00	\$ 5.80	\$ 1,160.00	\$ 3.90	\$ 780.00	\$ 5.00	\$ 1,000.00
A8 Clearing and Grubbing	1	LS	LS	\$ 17,000.00	LS	\$ 8,934.75	LS	\$ 5,000.00	LS	\$ 15,000.00
A9 Potholing	10	EA	\$ 300.00	\$ 3,000.00	\$ 394.68	\$ 3,946.80	\$ 425.00	\$ 4,250.00	\$ 600.00	\$ 6,000.00
A10 Removal of Structures and Obstructions	1	LS	LS	\$ 11,000.00	LS	\$ 7,067.94	LS	\$ 34,000.00	LS	\$ 20,000.00
A11 Saw Cut Asphalt Concrete Pavement	400	LF	\$ 3.00	\$ 1,200.00	\$ 4.95	\$ 1,980.00	\$ 2.40	\$ 960.00	\$ 3.00	\$ 1,200.00
A12 Saw Cut Cement Concrete Pavement	10	LF	\$ 6.00	\$ 60.00	\$ 22.00	\$ 220.00	\$ 4.00	\$ 40.00	\$ 11.00	\$ 110.00
A13 Excavation, Including Haul	1500	CY	\$ 27.50	\$ 41,250.00	\$ 21.06	\$ 31,590.00	\$ 28.60	\$ 42,900.00	\$ 25.00	\$ 37,500.00
A14 Rock Excavation, Including Haul	50	CY	\$ 57.00	\$ 2,850.00	\$ 120.46	\$ 6,023.00	\$ 181.00	\$ 9,050.00	\$ 260.00	\$ 13,000.00
A15 Geotextile	1400	SY	\$ 2.60	\$ 3,640.00	\$ 1.37	\$ 1,918.00	\$ 2.20	\$ 3,080.00	\$ 2.00	\$ 2,800.00
A16 Erosion Control Coir Blanket	950	SY	\$ 4.30	\$ 4,085.00	\$ 2.75	\$ 2,612.50	\$ 5.25	\$ 4,987.50	\$ 4.00	\$ 3,800.00
A17 Clean 5/8" Chips	25	TON	\$ 123.00	\$ 3,075.00	\$ 39.28	\$ 982.00	\$ 55.75	\$ 1,393.75	\$ 44.00	\$ 1,100.00
A18 Drain Rock	1300	TON	\$ 28.20	\$ 36,660.00	\$ 26.14	\$ 33,982.00	\$ 33.55	\$ 43,615.00	\$ 20.00	\$ 26,000.00
A19 4 In Cobble	75	TON	\$ 72.00	\$ 5,400.00	\$ 51.10	\$ 3,832.50	\$ 59.70	\$ 4,477.50	\$ 80.00	\$ 6,000.00
A20 Sand/Peat Media	430	CY	\$ 69.00	\$ 29,670.00	\$ 111.77	\$ 48,061.10	\$ 144.45	\$ 62,113.50	\$ 62.00	\$ 26,660.00
A21 Pipe Inlet Protection	3	EA	\$ 770.00	\$ 2,310.00	\$ 843.37	\$ 2,530.11	\$ 91.60	\$ 274.80	\$ 700.00	\$ 2,100.00
A22 Pipe Outlet Protection	5	EA	\$ 500.00	\$ 2,500.00	\$ 1,110.67	\$ 5,553.35	\$ 585.00	\$ 2,925.00	\$ 400.00	\$ 2,000.00
A23 Ditch Berm	2	EA	\$ 860.00	\$ 1,720.00	\$ 3,295.60	\$ 6,591.20	\$ 705.00	\$ 1,410.00	\$ 530.00	\$ 1,060.00
A24 Dewatering	1	LS	LS	\$ 6,400.00	LS	\$ 33,000.00	LS	\$ 100.00	LS	\$ 1,000.00
A25 Quarry Spalls	50	TON	\$ 65.00	\$ 3,250.00	\$ 48.90	\$ 2,445.00	\$ 57.20	\$ 2,860.00	\$ 157.00	\$ 7,850.00
A26 Gravel Base	25	TON	\$ 53.00	\$ 1,325.00	\$ 42.76	\$ 1,069.00	\$ 45.30	\$ 1,132.50	\$ 32.00	\$ 800.00
A27 Crushed Surface Top Course	15	TON	\$ 94.00	\$ 1,410.00	\$ 42.42	\$ 636.30	\$ 50.95	\$ 764.25	\$ 71.00	\$ 1,065.00
A28 Hot Mix Asphalt	15	TON	\$ 240.00	\$ 3,600.00	\$ 231.00	\$ 3,465.00	\$ 456.45	\$ 6,846.75	\$ 300.00	\$ 4,500.00
A29 Cement Conc Traffic Curb and Gutter	60	LF	\$ 45.00	\$ 2,700.00	\$ 65.45	\$ 3,927.00	\$ 47.90	\$ 2,874.00	\$ 58.00	\$ 3,480.00
A30 Cement Conc. Sidewalk	30	SY	\$ 97.00	\$ 2,910.00	\$ 81.67	\$ 2,450.10	\$ 100.00	\$ 3,000.00	\$ 117.00	\$ 3,510.00
A31 Concrete Weir Wall	31	EA	\$ 3,460.00	\$ 107,260.00	\$ 6,268.62	\$ 194,327.22	\$ 3,325.00	\$ 103,075.00	\$ 4,300.00	\$ 133,300.00

CEDAR HILLS-EUCLID STORMWATER IMPROVEMENTS
 BID NO. 16-22

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Bid Opening April 26, 2016, at 2:30 p.m.

A32	Shoring	200	SF	\$ 2.50	\$ 500.00	\$ 18.15	\$ 3,630.00	\$ 27.90	\$ 5,580.00	\$ 6.00	\$ 1,200.00
A33	Underdrain Pipe, 8" Diam.	575	LF	\$ 30.00	\$ 17,250.00	\$ 21.13	\$ 12,149.75	\$ 29.85	\$ 17,163.75	\$ 20.00	\$ 11,500.00
A34	Storm Sewer, 8" Diam.	420	LF	\$ 45.50	\$ 19,110.00	\$ 13.18	\$ 5,535.60	\$ 59.10	\$ 24,822.00	\$ 52.00	\$ 21,840.00
A35	Storm Sewer, 12" Diam.	240	LF	\$ 91.00	\$ 21,840.00	\$ 22.21	\$ 5,330.40	\$ 54.15	\$ 12,996.00	\$ 59.00	\$ 14,160.00
A36	Storm Sewer, 18" Diam	110	LF	\$ 104.50	\$ 11,495.00	\$ 44.92	\$ 4,941.20	\$ 110.90	\$ 12,199.00	\$ 71.00	\$ 7,810.00
A37	Culvert, 12" Diam.	75	LF	\$ 60.00	\$ 4,500.00	\$ 33.77	\$ 2,532.75	\$ 48.30	\$ 3,622.50	\$ 50.00	\$ 3,750.00
A38	Storm Drain Cleanout	4	EA	\$ 580.00	\$ 2,320.00	\$ 456.50	\$ 1,826.00	\$ 440.00	\$ 1,760.00	\$ 300.00	\$ 1,200.00
A39	Flow Spreader	7	EA	\$ 1,610.00	\$ 11,270.00	\$ 2,131.36	\$ 14,919.52	\$ 830.00	\$ 5,810.00	\$ 1,400.00	\$ 9,800.00
A40	Catch Basin Type 1, With Beehive Grate	2	EA	\$ 2,650.00	\$ 5,300.00	\$ 1,415.37	\$ 2,830.74	\$ 1,290.00	\$ 2,580.00	\$ 1,290.00	\$ 2,580.00
A41	Catch Basin Type 1, With Solid Lid	10	EA	\$ 2,700.00	\$ 27,000.00	\$ 1,449.25	\$ 14,492.50	\$ 1,400.00	\$ 14,000.00	\$ 1,038.00	\$ 10,380.00
A42	Catch Basin Type2, 48" Diam, Solid Lid	2	EA	\$ 4,800.00	\$ 9,600.00	\$ 2,777.88	\$ 5,555.76	\$ 3,245.00	\$ 6,490.00	\$ 2,670.00	\$ 5,340.00
A43	Thru-Curb Inlet	1	EA	\$ 3,000.00	\$ 3,000.00	\$ 1,443.20	\$ 1,443.20	\$ 1,640.00	\$ 1,640.00	\$ 1,118.00	\$ 1,118.00
A44	Flow Splitter Manhole, 60" Diam	1	EA	\$ 7,000.00	\$ 7,000.00	\$ 4,510.99	\$ 4,510.99	\$ 5,675.00	\$ 5,675.00	\$ 5,314.00	\$ 5,314.00
A45	Pretreatment Unit #1	1	EA	\$ 14,600.00	\$ 14,600.00	\$ 15,555.10	\$ 15,555.10	\$ 13,055.00	\$ 13,055.00	\$ 12,639.00	\$ 12,639.00
A46	Pretreatment Unit #2	1	EA	\$ 14,600.00	\$ 14,600.00	\$ 15,671.56	\$ 15,671.56	\$ 13,055.00	\$ 13,055.00	\$ 12,639.00	\$ 12,639.00
A47	Pretreatment Unit #3	1	EA	\$ 30,000.00	\$ 30,000.00	\$ 27,989.50	\$ 27,989.50	\$ 29,365.00	\$ 29,365.00	\$ 27,468.00	\$ 27,468.00
A48	Pretreatment Unit #4	1	EA	\$ 14,600.00	\$ 14,600.00	\$ 15,671.56	\$ 15,671.56	\$ 13,285.00	\$ 13,285.00	\$ 12,639.00	\$ 12,639.00
A49	Treatment Catch Basin	2	EA	\$ 17,500.00	\$ 35,000.00	\$ 12,283.06	\$ 24,566.12	\$ 13,210.00	\$ 26,420.00	\$ 12,605.00	\$ 25,210.00
A50	Treatment Manhole	1	EA	\$ 35,000.00	\$ 35,000.00	\$ 28,605.38	\$ 28,605.38	\$ 30,470.00	\$ 30,470.00	\$ 31,000.00	\$ 31,000.00
A51	Stormfilter Vault	1	EA	\$ 92,000.00	\$ 92,000.00	\$ 91,776.30	\$ 91,776.30	\$ 96,800.00	\$ 96,800.00	\$ 104,000.00	\$ 104,000.00
A52	Repair Public and Private Facilities	1	FA	FA	\$ 35,000.00	FA	\$ 35,000.00	FA	\$ 35,000.00	FA	\$ 35,000.00
A53	Landscaping Restoration	1	FA	FA	\$ 15,000.00	FA	\$ 15,000.00	FA	\$ 15,000.00	FA	\$ 15,000.00
A54	12" Diam Driveway Culvert	103	LF	\$ 47.00	\$ 4,841.00	\$ 58.66	\$ 6,041.98	\$ 46.95	\$ 4,835.85	\$ 46.00	\$ 4,738.00
A55	Pea Gravel	120	TON	\$ 38.00	\$ 4,560.00	\$ 28.56	\$ 3,427.20	\$ 33.90	\$ 4,068.00	\$ 30.00	\$ 3,600.00
A56	Monitoring Post	2	EA	\$ 700.00	\$ 1,400.00	\$ 510.12	\$ 1,020.24	\$ 410.00	\$ 820.00	\$ 300.00	\$ 600.00
				\$ 804,861.00		\$ 891,772.10		\$ 880,434.15		\$ 872,160.00	
				\$ 804,861.00		\$ 891,772.10		\$ 880,434.15		\$ 872,160.00	

Schedule A Total Construction Cost

BASE BID ITEMS				COLACURCIO BROS		FABER CONSTRUCTION		LARRY BROWN CONSTR		OCEANSIDE CONSTR	
Item Description				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
SCHEDULE B: RELOCATE WATER LINE IN CEDAR HILL A											
B1	Mobilization	1	LS	LS	\$ 12,500.00	LS	\$ 7,226.97	\$ 10,000.00	\$ 10,000.00	LS	\$ 25,000.00
B2	Project Temporary Traffic Control	1	LS	LS	\$ 4,000.00	LS	\$ 1,100.00	\$ 5,000.00	\$ 5,000.00	LS	\$ 1,000.00
B3	Traffic Control Labor	80	HR	\$ 51.00	\$ 4,080.00	\$ 55.00	\$ 4,400.00	\$ 55.90	\$ 4,472.00	\$ 54.00	\$ 4,320.00

CEDAR HILLS-EUCLID STORMWATER IMPROVEMENTS
 BID NO. 16-22

WHATCOM COUNTY PUBLIC WORKS

Bid Opening April 26, 2016, at 2:30 p.m.

B4	Erosion/Water Pollution Control	1	FA	FA	\$ 5,000.00	FA	\$ 5,000.00	FA	\$ 5,000.00	FA	\$ 5,000.00
B5	Saw Cut Asphalt Concrete Pavement	900	LF	\$ 3.30	\$ 2,970.00	\$ 3.48	\$ 3,132.00	\$ 1.50	\$ 1,350.00	\$ 3.00	\$ 2,700.00
B6	Excavation, Including Haul	250	CY	\$ 24.00	\$ 6,000.00	\$ 24.03	\$ 6,007.50	\$ 28.75	\$ 7,187.50	\$ 30.00	\$ 7,500.00
B7	Rock Excavation, Including Haul	2	CY	\$ 400.00	\$ 800.00	\$ 185.58	\$ 371.16	\$ 390.00	\$ 780.00	\$ 300.00	\$ 600.00
B8	Gravel Base	60	TON	\$ 22.00	\$ 1,320.00	\$ 27.58	\$ 1,654.80	\$ 32.20	\$ 1,932.00	\$ 32.00	\$ 1,920.00
B9	Crushed Surface Top Course	60	TON	\$ 45.00	\$ 2,700.00	\$ 36.88	\$ 2,212.80	\$ 42.75	\$ 2,565.00	\$ 45.00	\$ 2,700.00
B10	Hot Mix Asphalt	65	TON	\$ 170.00	\$ 11,050.00	\$ 165.00	\$ 10,725.00	\$ 266.50	\$ 17,322.50	\$ 180.00	\$ 11,700.00
B11	Dewatering	1	LS	LS	\$ 4,500.00	LS	\$ 8,855.00	LS	\$ 135.00	LS	\$ 1,000.00
B12	Water Main, 8" Diam.	540	LF	\$ 90.00	\$ 48,600.00	\$ 54.93	\$ 29,662.20	\$ 81.85	\$ 44,199.00	\$ 106.00	\$ 57,240.00
B13	Gate Valve	2	EA	\$ 1,500.00	\$ 3,000.00	\$ 1,276.15	\$ 2,552.30	\$ 1,200.00	\$ 2,400.00	\$ 1,200.00	\$ 2,400.00
B14	Repair Public and Private Facilities	1	FA	FA	\$ 10,000.00	FA	\$ 10,000.00	FA	\$ 10,000.00	FA	\$ 10,000.00
B15	Water Service Line	4	EA	\$ 2,500.00	\$ 10,000.00	\$ 972.52	\$ 3,890.08	\$ 1,595.00	\$ 6,380.00	\$ 400.00	\$ 1,600.00
					\$ 126,520.00	\$ 96,789.81	\$ 118,723.00	\$ 134,680.00			
Tax (8.5%)					\$ 10,754.20	\$ 8,227.13	\$ 10,091.46	\$ 11,447.80			
Schedule B Total Construction Cost					\$ 137,274.20	\$ 105,016.94	\$ 128,814.46	\$ 146,127.80			

BASE BID ITEMS			COLACURCIO BROS		FABER CONSTRUCTION		LARRY BROWN CONSTR		OCEANSIDE CONSTR	
Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
SCHEDULE C: STREAM CHANNEL RESTORATION										
C1 Mobilization	1	LS	LS	\$ 14,000.00	LS	\$ 15,021.27	LS	\$ 18,000.00	LS	\$ 10,000.00
C2 Erosion/Water Pollution Control	1	FA	FA	\$ 5,000.00	FA	\$ 5,000.00	FA	\$ 5,000.00	FA	\$ 5,000.00
C3 Silt Fence	50	LF	\$ 6.00	\$ 300.00	\$ 4.71	\$ 235.50	\$ 13.40	\$ 670.00	\$ 11.00	\$ 550.00
C4 Straw Wattle	50	LF	\$ 10.00	\$ 500.00	\$ 4.04	\$ 202.00	\$ 5.35	\$ 267.50	\$ 9.00	\$ 450.00
C5 Clearing and Grubbing	1	LS	LS	\$ 5,500.00	LS	\$ 8,206.44	LS	\$ 1,775.00	LS	\$ 1,000.00
C6 Excavation, Including Haul	10	CY	\$ 100.00	\$ 1,000.00	\$ 59.67	\$ 596.70	\$ 500.00	\$ 5,000.00	\$ 130.00	\$ 1,300.00
C7 24" Pipe Outlet Protection	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 1,419.22	\$ 1,419.22	\$ 1,230.00	\$ 1,230.00	\$ 650.00	\$ 650.00
C8 Quarry Spalls	150	TON	\$ 66.00	\$ 9,900.00	\$ 21.16	\$ 3,174.00	\$ 79.10	\$ 11,865.00	\$ 157.00	\$ 23,550.00
C9 Riprap	10	TON	\$ 112.00	\$ 1,120.00	\$ 55.15	\$ 551.50	\$ 83.45	\$ 834.50	\$ 180.00	\$ 1,800.00
C10 Streambed Sediment	75	TON	\$ 55.00	\$ 4,125.00	\$ 70.19	\$ 5,264.25	\$ 86.80	\$ 6,510.00	\$ 170.00	\$ 12,750.00
C11 Streambed Boulders	400	TON	\$ 86.00	\$ 34,400.00	\$ 114.80	\$ 45,920.00	\$ 167.20	\$ 66,880.00	\$ 157.00	\$ 62,800.00
C12 Bank Pit Run	200	TON	\$ 43.00	\$ 8,600.00	\$ 21.29	\$ 4,258.00	\$ 48.95	\$ 9,790.00	\$ 143.00	\$ 28,600.00
C13 Erosion Control Coir Blanket	100	SY	\$ 11.50	\$ 1,150.00	\$ 4.87	\$ 487.00	\$ 7.75	\$ 775.00	\$ 7.00	\$ 700.00
C14 Temporary Creek Bypass	1	LS	LS	\$ 12,000.00	LS	\$ 15,082.76	LS	\$ 7,630.00	LS	\$ 11,750.00
C15 Topsoil, Type A	50	CY	\$ 66.00	\$ 3,300.00	\$ 110.00	\$ 5,500.00	\$ 57.25	\$ 2,862.50	\$ 70.00	\$ 3,500.00

CEDAR HILLS-EUCLID STORMWATER IMPROVEMENTS
 BID NO. 16-22

WHATCOM COUNTY PUBLIC WORKS

Bid Opening April 26, 2016, at 2:30 p.m.

C16	Mulching	50	CY	\$ 69.00	\$ 3,450.00	\$ 110.00	\$ 5,500.00	\$ 57.75	\$ 2,887.50	\$ 72.00	\$ 3,600.00
C17	Planting	1	LS	LS	\$ 2,300.00	LS	\$ 2,277.00	LS	\$ 1,825.00	LS	\$ 3,200.00
C18	Water	10	000/GA	\$ 100.00	\$ 1,000.00	\$ 222.20	\$ 2,222.00	\$ 525.00	\$ 5,250.00	\$ 65.00	\$ 650.00
C19	Repair Public and Private Facilities	1	FA	FA	\$ 35,000.00	FA	\$ 35,000.00	FA	\$ 35,000.00	FA	\$ 35,000.00
C20	Landscaping Restoration	1	FA	FA	\$ 15,000.00	FA	\$ 15,000.00	FA	\$ 15,000.00	FA	\$ 15,000.00
					\$ 158,645.00		\$ 170,917.64		\$ 199,052.00		\$ 221,850.00
Tax (8.5%)					\$ 13,484.83		\$ 14,528.00		\$ 16,919.42		\$ 18,857.25
Schedule C Total Construction Cost					\$ 172,129.83		\$ 185,445.64		\$ 215,971.42		\$ 240,707.25
Schedule A Total Construction Cost					\$ 804,861.00		\$ 891,772.10		\$ 880,434.15		\$ 872,160.00
Schedule B Total Construction Cost					\$ 137,274.20		\$ 105,016.94		\$ 128,814.46		\$ 146,127.80
Schedule C Total Construction Cost					\$ 172,129.83		\$ 185,445.64		\$ 215,971.42		\$ 240,707.25
Total Construction Cost					<u>\$ 1,114,265.03</u>		<u>\$ 1,182,234.68</u>		<u>\$ 1,225,220.03</u>		<u>\$ 1,258,995.05</u>

I hereby certify that the amounts tabulated herein are correct and accurately represents the amounts contained in the Engineer's estimate and the respective bid proposals opened at 2:30 pm, April 26, 2016, for the Cedar Hills-Euclid Stormwater Improvements project.

Kirk N. Christensen, P.E., Stormwater Manager Date

STATE OF WASHINGTON)
) ss
 COUNTY OF WHATCOM)

On this day personally appeared before me Kirk N. Christensen, P.E., to me known to be the individual described herein and who executed the foregoing instrument this ____ day of _____, 2016.

Notary Public, residing in _____
 My commission expires _____



LAKE WHATCOM WATER AND SEWER DISTRICT

AGENDA BILL

DATE SUBMITTED:	May 17, 2016		
TO BOARD OF COMMISSIONERS			
FROM:	MANAGER APPROVAL <i>Paul A. Hunter</i>		
MEETING AGENDA DATE:	May 25, 2016		
AGENDA ITEM NUMBER:	5.F.		
SUBJECT:	Succession Planning – Proposed Lead Maintenance Worker Position		
LIST DOCUMENTS PROVIDED ⇒ NUMBER OF PAGES INCLUDING AGENDA BILL:	1. Proposed Lead Maintenance Worker Job Description		
	2. Existing Maintenance Worker II Job Description		
	3.		
TYPE OF ACTION REQUESTED	RESOLUTION <input type="checkbox"/>	FORMAL ACTION/ MOTION <input checked="" type="checkbox"/>	INFORMATIONAL/ OTHER <input type="checkbox"/>

BACKGROUND / EXPLANATION OF IMPACT

Previously Bill Hunter and I have talked with the Board about succession planning issues regarding the impact of pending retirements that we will be experiencing over the next four years. As a District we need to position ourselves for these pending departures and the need to adequately transfer workplace knowledge so that it is not lost. The following represents the pending horizon over the next three + years:

- The Maintenance Supervisor will be retiring in November 2018
- The Utility Support Systems Specialist will be retiring in April 2018
- The Administrative Assistant/Board Secretary will be retiring June 2018
- A Maintenance Worker II position will be retiring in January 2020

A significant part of preparing for these changes involves a proposal to create a new Lead Maintenance worker position out of one of our existing Maintenance Worker II positions in order to prepare our operations side of the organization for the pending transition when the Maintenance Supervisor retires. I am not asking to fill this position today, but rather to officially create the position job description now for use by early 2017. Likewise, I am not asking to increase the number of employees. We simply want to designate one of the Maintenance Worker II positions into a Lead position who would help the existing and future Supervisor in coordinating day to day activities in the field.

We believe that creating this position will assist greatly with the transition and overall accountability in the operations side of the business as we move into the future. It will also

help in strengthening the depth of leadership within the operations side of the business. This position as envisioned will also play an important role as we find a new Utility Support Systems Specialist before the incumbent retires in 2018. This position would remain a member of the Union and would continue to work side by side with the Maintenance Worker I and II positions. As illustrated in the proposed job description the responsibilities are similar to the Maintenance Worker II position but include slight differences. A copy of the Maintenance Worker II job description is also included. Again, if authorized this position title would likely be filled in 2017 in advance of the 2018 retirements.

Bill and I will be addressing the other pieces to our succession planning efforts in the near future, likely through the budget process this fall. We do not foresee growing the size of the organization, but offering some additional changes. Our goal is to recruit from within the organization if at all possible. As required by the labor contract and in a spirit of cooperation Bill and I have shared this vision of reclassifying an existing position into a Lead Maintenance Worker with the Union leadership recently.

FISCAL IMPACT

The cost of reclassifying one of the existing Maintenance Worker II positions to the proposed Lead Maintenance Worker position would be relatively small. Presently in Squared Pay Schedule the Maintenance Worker II position is a pay grade 7. They are all topped out because of their seniority. In order to compensate for the additional responsibility we would likely propose moving up to the next pay grade. These are issues we would deal with and represent through the 2017 budget process. The District has likewise accrued some salary savings when the recently vacant Maintenance Worker II position with a Maintenance Worker I replacement. The District has the means to compensate for the proposed upgrade in responsibility.

RECOMMENDED BOARD ACTION

I am recommending that the Board authorize the attached job description for a Lead Maintenance Worker position. The position needs to be formally authorized first before we can move forward. This does not authorize filling the position today.

PROPOSED MOTION

To authorize the creation of a Lead Utility Work Position and the job description as presented.



Lake Whatcom Water & Sewer District Job Description

Job Title: Maintenance Worker Lead

FLSA Status: Non-Exempt

Reports To: Maintenance Superintendent

Adoption Date:

POSITION PURPOSE:

Incumbents are responsible for the on-site maintenance and operation of the District's water distribution system, sewage collection system, plants, and reservoirs. Assists in training other employees in District operations and maintenance activities and for providing work assignment and direction to maintenance staff. Responsible for safety of maintenance staff and on-site work performance and standards. Lead Maintenance Workers differ from maintenance workers by their advanced technical skills that allow them to identify, troubleshoot and resolve repair and maintenance issues independently. The incumbent exhibits strong leadership and teambuilding skills. Incumbents perform all functions of maintenance staff. This is a journey level lead position which requires little or no supervision.

DRAFT

REPORTING RELATIONSHIPS:

This position reports to and receives instruction, work assignments, and performance evaluations from the Maintenance Superintendent. Positions in this classification provide work direction to other Maintenance Workers or temporary helpers when assigning work and/or leading work crew(s).

ESSENTIAL DUTIES AND RESPONSIBILITIES include but are not limited to the following:

- Works with the Maintenance Superintendent and other District personnel to safely and efficiently schedule and complete required maintenance and operation tasks.
- Determines required equipment and materials from work orders to ensure the necessary equipment, materials and work crew are assembled from work orders.
- Provides direction to work crews as it relates to operations and maintenance programs; organizes and directs the on-site activities of work crews; trains staff in proper methods and techniques; assigns specific tasks to crew members.
- Assesses the conditions of work sites and determines proper layout and approaches for safe and efficient work.
- Organizes, directs and performs the on-site activities of work crews; operates all heavy equipment, power and hand tools and other construction equipment.
- Oversees the layout of barricades, warning signs and other public safety devices; checks for hazardous conditions; observes and instructs workers regarding safety practices and determines if contractors are meeting safety standards.
- Inspects the work of staff for adherence to standards and instructions; plans and executes corrective actions as needed.
- Works with developers and contractors to coordinate installations of water/sewer connections; responds to on-site inquiries and confers with property owners and contractors regarding work being performed.
- Participates in and provides input in hiring and disciplinary measure of employees.
- Assists with and provides input into performance assessments of employees and may make recommendations to the Superintendent.
- Fill in for Maintenance Superintendent as necessary during absences.
- Performs all operations and maintenance activities expected of and described in the Maintenance Worker II and I job descriptions.
- Performs other duties as required or assigned.

MINIMUM QUALIFICATIONS:

Knowledge of:

- Water distribution and sewage collection system equipment, operations, maintenance and repair.
- Safety hazards inherent to outdoor construction work including confined space entry, shoring, trenching, flagging and traffic control.
- Safety procedures, rules and regulations necessary to maintain a safe work environment.
- Safety hazards inherent in outdoor construction work including confined space shoring, trenching, flagging and traffic control.
- Mechanical system maintenance and repair techniques.
- Regulations and standards applied to water and sewer system installations, maintenance and repair.
- Criteria used in judging the quality of sewer and water system installations.
- Blueprints, as built sketches and maps.
- Maintenance requirements of equipment, machinery and tools used in site construction work

Skill in:

- Leading, mentoring and motivating a team.
- Effectively planning and assigning work.
- Training and imparting skills to less experienced crew members.
- Exercising sound judgment and effectively solving problems.
- Demonstrating a positive attitude and being an effective team player.
- Demonstrating a high level of initiative, effort and commitment.
- Remaining flexible and able to make schedule changes based on changing priorities.
- Use of tools and equipment used in installation and maintenance of District's facilities.
- Identifying occupational hazards and implementing appropriate safety precautions.
- Recognizing and recording numbers accurately to make mathematical computations rapidly and accurately and write legibly.
- Completing forms and following written and oral instructions.
- Establishing and maintaining cooperative working relationships with supervisor, co-workers and the general public and maintaining good public relations.
- Reading and understanding water utility specifications, maps, as-builts, drawings and schematics, plans and profiles.
- Communication and interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive direction.
- Safely, efficiently and economically organizing and completing assigned tasks within the scheduled time frame.
- Operating hand, powered, and heavy equipment on the job.

Experience/Education:

Any equivalent combination of education and experience that provides the applicant with the knowledge, skills and abilities required to perform the job. A typical way to obtain the knowledge and abilities would be:

Experience: Three years of experience as a water or sewer service worker in a water and/or sewer district or experience in utility maintenance, installations and operations in the construction industry.

Education: High school diploma or GED equivalent.

Licenses and Certifications:

Possess and maintain:

- A valid minimum Class A Commercial Driver's License with tanker and air brake endorsement
- Washington State Traffic Control Certification
- Washington State Department of Labor and Industries First Aid Card

- Water Distribution Manager Operator II Certification
- Water Treatment Plant Operator I Certification
- Asbestos Pipe Certification
- Confined Space Entry and Attendant Certification
- Cross-Connection Specialist Certification.

WORK ENVIRONMENT:

Work is typical performed outdoors in all types of weather, where conditions may be dirty, uncomfortable and hazardous, and in-doors in a noisy and hazardous environment. Exposure to physical hazards from loud noises, chemical, electrical and mechanical systems, domestic and industrial wastewater, confined spaces, traffic and other dangers. Incumbents are subject to 24-hour call-back/standby as assigned to resolve customer problems and/or perform emergency maintenance after normal working hour on nights, weekends, and holidays and be available for callback to work or assist in emergency repairs.

Work is performed using equipment such as a sewer vactor truck, dump truck, air compressor, hole hog, backhoe, and pickup truck, and a variety of power and hand tools such as wrenches, shovels, drills, saws, and specialized equipment such as video inspection camera, air monitoring meters and confined space entry gear.

PHYSICAL REQUIREMENTS:

This position typically requires climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, sitting, pushing, pulling, lifting, finger dexterity, grasping, feeling, talking, hearing, seeing, smelling and repetitive motions for an entire day.

Very heavy work: Exerting in excess of 100 pounds of force occasionally, and/or up to 50 pounds of force frequently, and/or up to 20 pounds of force constantly to move objects.

This job description does not constitute an employment agreement and may be changed or amended at any time to meet the needs of the District.



Lake Whatcom Water & Sewer District Job Description

Job Title: Maintenance Worker II

FLSA Status: Non-Exempt

Reports To: Maintenance Supervisor

Revision Date: March 31, 2011

POSITION PURPOSE:

Incumbents are responsible for the on-site maintenance and operation of the District's water distribution system, sewage collection system, plants, and reservoirs. Assists in training other employees in District operations and maintenance activities. Participates in the maintenance of electronic equipment and systems. Performs varied manual work and operates heavy and specialized equipment to maintain and/or repair water distribution and wastewater collection systems. This is a journey level position which requires little or no supervision.

REPORTING RELATIONSHIPS:

This position reports to and receives instruction, work assignments, and performance evaluations from the Maintenance Supervisor. Positions in this classification may provide work direction to other Maintenance Workers or temporary helpers when working together on a work crew.

ESSENTIAL DUTIES AND RESPONSIBILITIES include but are not limited to the following:

- Works with the Maintenance Supervisor and other District personnel to safely and efficiently schedule and complete required maintenance and operation tasks.
- Installs, services, and repairs the District's water and sewer systems; repairs water and sewer line leaks, flushes water systems, operates vacuum jetting truck to clean out manholes and plugged sewers; installs valves, sets meters; services, installs, and repairs hydrants, taps water and sewer mains for new connections and cut-ins for new water mainline construction; repairs curbs and sidewalks; maintains and repairs water and sewer lines, lift and pump stations, wet wells, reservoirs, pressure reduction stations, roadways and other District-owned buildings and property; locates other utilities for job completion. Restores work area to original condition.
- Monitors operations of water treatment plants; conducts tests, maintains related records, and prepares reports for compliance with State requirements; performs system checks, troubleshoots, adjusts, or reports system errors; conducts regular checks of the District's telemetry system.
- Assists Utility Systems Support Specialist as needed in performing a variety of meter reading duties including accurately read and record meter readings using the hand held meter reading devices in a timely manner for billing purposes, maintains meters to insure accurate registration and ease of reading.; identifies leaking, hard to read, or broken meters and repairs or replaces them; completes change orders for turning on and off water services; verifies meter reading.
- Assists in or performs the installation of new water services, fire hydrants, main line valves and other water appurtenances.
- Responds to customer inquiries and complaints in a prompt courteous, understanding, and concerned manner.
- Operates a variety of equipment including dump trucks, sewer rodding vacuum truck, backhoe, air compressor, mowers, etc., in a safe and efficient manner.
- Accurately completes required work orders, daily time sheets, equipment reports and other relevant reports.
- Maintains knowledge of the District's water distribution system and sewer collection system; to insure efficient, economical system flushing, and disposal of flushed water; accurately locates system components to prevent dig-ups.

- Performs inspection of sewer lift stations to monitor operation of the facilities and detect malfunctions in their operation.
- Conducts inspections and testing; prepares and maintains records related to the installation of side sewers, water main and appurtenances installation to assure compliance with the District's standards and specifications.
- Completes change orders for turning on and off water services; verifies meter reading.
- Performs other duties as required or assigned.

MINIMUM QUALIFICATIONS:

Knowledge of:

- Water distribution and sewage collection system equipment, maintenance and repair.
- Safety hazards inherent to outdoor construction work including confined space entry, shoring, trenching, flagging and traffic control.
- Safety procedures, rules and regulations necessary to maintain a safe work environment.
- Mechanical system maintenance and repair techniques.
- Regulations and standards applied to water and sewer system installations, maintenance and repair.
- Criteria used in judging the quality of sewer and water system installations.

Ability to:

- Use of tools and equipment used in installation and maintenance of District's facilities.
- Identify occupational hazards and implement appropriate safety precautions.
- Recognize and record numbers accurately to make mathematical computations rapidly and accurately and write legibly.
- Complete forms and follow written and oral instructions.
- Walk meter route for up to eight hours a day.
- Establish and maintain cooperative working relationships with supervisor, co-workers and the general public and maintain good public relations.
- Read and understand water utility specifications, plans and profiles.
- Communicate effectively orally and in writing utilizing fluent English.
- Use good judgment.
- Safely, efficiently and economically organize and complete assigned tasks within the scheduled time frame.
- Operate one or more of the following: backhoe, dump truck, high velocity pipe cleaner truck, air compressor.
- Operate trailer, video camera, portable equipment, lawn mowers, hand tools and power tools, etc.

Experience/Education:

Any equivalent combination of education and experience that provides the applicant with the knowledge, skills and abilities required to perform the job. A typical way to obtain the knowledge and abilities would be:

Experience: Two years of experience in utility maintenance, installations and operations in a water/sewer utility or in the construction industry.

Education: High school diploma or GED equivalent.

Licenses and Certifications:

Possess and maintain:

- A valid minimum Class A Commercial Driver's License with tanker and air brake endorsement
- Washington State Traffic Control Certification
- Washington State Department of Labor and Industries First Aid Card
- Water Distribution Specialist Operator II Certification
- Water Treatment Plant Operator II Certification

- Cross-Connection Specialist Certification.

WORK ENVIRONMENT:

Work is typically performed outdoors in all types of weather, where conditions may be dirty, uncomfortable and hazardous, and in-doors in a noisy and hazardous environment. Exposure to physical hazards from loud noises, chemical, electrical and mechanical systems, domestic and industrial wastewater, confined spaces, traffic and other dangers. Incumbents are subject to 24-hour call-back/standby as assigned to resolve customer problems and/or perform emergency maintenance after normal working hour on nights, weekends, and holidays and be available for callback to work or assist in emergency repairs.

Work is performed using equipment such as a sewer vactor truck, dump truck, air compressor, hole hog, backhoe, and pickup truck, and a variety of power and hand tools such as wrenches, shovels, drills, saws, and specialized equipment such as video inspection camera, air monitoring meters and confined space entry gear.

PHYSICAL REQUIREMENTS:

This position typically requires climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, sitting, pushing, pulling, lifting, finger dexterity, grasping, feeling, talking, hearing, seeing, smelling and repetitive motions.

Very heavy work: Exerting in excess of 100 pounds of force occasionally, and/or up to 50 pounds of force frequently, and/or up to 20 pounds of force constantly to move objects.

This job description does not constitute an employment agreement and may be changed or amended at any time to meet the needs of the District.



LAKE WHATCOM WATER AND SEWER DISTRICT

AGENDA BILL

DATE SUBMITTED:	May 16, 2016		
TO BOARD OF COMMISSIONERS			
FROM: Patrick Sorensen	MANAGER APPROVAL <i>[Signature]</i>		
MEETING AGENDA DATE:	May 25, 2016		
AGENDA ITEM NUMBER:	7.0		
SUBJECT:	Manager's Report		
LIST DOCUMENTS PROVIDED ⇒ NUMBER OF PAGES INCLUDING AGENDA BILL: _____	1. Manager's Report		
	2.		
	3.		
TYPE OF ACTION REQUESTED	RESOLUTION <input type="checkbox"/>	FORMAL ACTION/ MOTION <input type="checkbox"/>	INFORMATIONAL/ OTHER <input checked="" type="checkbox"/>

BACKGROUND / EXPLANATION OF IMPACT

Updated information from the General Manager in advance of the Board meeting.

FISCAL IMPACT

None

RECOMMENDED BOARD ACTION

None required.

PROPOSED MOTION

None

General Manager Comments

May 25, 2016

Regular Board Meeting

8:00 a.m.

Important Upcoming Dates:

- **Meetings Associated with the Lake Whatcom Management Program:**
 - **Policy Group Meeting:** The next meeting is scheduled for **Monday, May 23, 2016** at 3:00 p.m. in the City of Bellingham's Fireplace Room located in the bottom floor of the Municipal Court Building at 625 Halleck Street. The meeting in June will be on the 13th at 3:00 p.m. The Fireplace Room is located next to the City's Information Technology Office on the east side of the Court Building.
 - **Management Meeting:** The next meeting date and time with the Mayor and County Executive has not been set at this time.
- **Next Regular Board Meeting:** The next meeting will be held on **Wednesday, June 8, 2016** at 6:30 p.m.
- **Employee Staff Meeting:** The next staff meeting is set for **Thursday, June 9, 2016** at 8:00 a.m. in the Board Room. Commissioner Casey is scheduled to attend this meeting as he had to miss the May staff meeting.
- **Employee Safety Committee Meeting:** The next meeting is set for **June 9, 2016** at 9:00 a.m. in the small conference room.
- **Washington Association of Sewer & Water Districts Section III Meeting:** The next Section III meeting will be held at Bob's Burger & Brew in Tulalip at 6:15 p.m. on **June 14**.
- **Whatcom Water District's Caucus Meeting:** The next Caucus meeting is set for **June 15, 2016** at 1:00 p.m. in the Board Room.

Other:

- **Committee Meeting Reports as Needed:** This is a place holder for Board and staff members to report on recent committee meetings, such as the Lake Whatcom Policy Group, since the last Board Meeting.
- **Commissioner Replacement Recruitment:** As directed at the last meeting staff has initiated the process for a Commissioner recruitment to fill Ian's position. This will include notice to all residents in District 5 and a formal advertisement. Application deadline is June 30.