



Town of Coupeville

4 NE Seventh ▪ PO Box 725 ▪ Coupeville WA 98239
360.678.4461 ▪ 360.678.3299 Fax ▪ www.townofcoupeville.org

TOWN COUNCIL MEETING AGENDA Island County Hearing Room February 09, 2016 6:30 pm

CALL TO ORDER

PLEDGE OF ALLEGIANCE

CHANGES AND APPROVAL OF AGENDA

APPROVAL OF MINUTES

Regular Meeting of January 26, 2016

MAYOR'S REPORT

AUDIENCE INPUT - See NOTE

NEW BUSINESS

1. **Appointment to Island County Law & Justice Council** – *Council appoints a member to the Island County Law & Justice Council.*
2. **Appointment to Tourism Board of Island County** – *Council appoints a member to the Tourism Board of Island County.*
3. **Approval of Contract for Services with Renae's Videography** - *Staff recommends authorizing the Mayor to sign the Contract for Services with Renae's Videography as presented.*
4. **Accept the Madrona Project, Phase I as Complete** - *Staff recommends Council accept the Madrona Project, Phase I as Complete.*

AUDIENCE INPUT - See NOTE

ADJOURN

NOTE: Audience Input - *This is time set aside for members of the public to speak to the Council about subjects of concern or interest, or items not already set aside for a public hearing. Questions presented may not be answered immediately if all information is not available, but will be responded to as soon as possible. To ensure your comments are recorded properly, you need to state your name and address clearly into the microphone. Please limit your comments to 5 minutes. Input requiring more lengthy comment is best submitted in writing.*

NOTE: Persons with disabilities requiring elevator access to the Hearing Room, please call twenty-four (24) hours prior to the scheduled event to Clerk-Treasurer (360) 678-4461, ext 7.

**Town of Coupeville
Regular Council Meeting
January 26, 2016
6:30 p.m.**

PRESENT: Mayor Molly Hughes, Councilmembers Dianne Binder, Pat Powell, Catherine Ballay, Lisa Bernhardt, and Jackie Henderson.

STAFF PRESENT: Clerk Treasurer Kelly Beech, Marshal Rick Norrie, Planning Director Tammy Baraconi.

CHANGES AND APPROVAL OF THE AGENDA

The Mayor requested to add the following discussion item to the Agenda:

Update on Front Street

Council Action: A motion was made by Councilmember Jackie Henderson, second by Councilmember Dianne Binder, to approve the Agenda as amended. The motion passed unanimously.

APPROVAL OF MINUTES

The minutes of the Regular Meeting of January 12, 2016 were approved with the following changes:

Under **EXECUTIVE SESSION** the following sentence was added to the end of the paragraph: *No action was taken.*

MAYOR'S REPORT

- Mayor Hughes informed the Council about a variety of meetings she recently attended, including those held by the Coupeville Chamber, Neighborhood Emergency Team, Sound Water Stewards, Ebey's Landing National Historic Reserve, Coupeville Historical Waterfront Association, League of Women Voters, and a meeting with representatives organizing the 2016 MusselFest.
- Mayor Hughes shared with the Council that the Whidbey General Hospital Expansion Project is still a priority for Town staff and gave a brief summary of the project's status.
- Mayor Hughes will be attending her first Council of Governments meeting as a participant tomorrow.
- Mayor Hughes updated the Council on the search for a new Utility/Permit Clerk and shared that we had received 45 applications for the position.
- Finally, Mayor Hughes spoke briefly on the variety of reports and housekeeping items Town staff were working on, and asked Councilmembers to consider attending the Association of Washington Cities conference in June.

AUDIENCE INPUT

A local resident shared her concern about the parking on Front Street as it related to a construction project at 10 NW Front Street.

A local resident shared his concern about the stormwater retention ponds in Peaceful Valley; presented the Council with a copy of a letter addressed to former Mayor Nancy Conard, dated August 7, 2005; and asked the Council to consider taking over responsibility of the ponds.

NEW BUSINESS

Approval of Interlocal Agreement with Central Whidbey Fire & Rescue

Council Action: A motion was made by Councilmember Jackie Henderson, second by Councilmember Catherine Ballay authorizing the Mayor to sign the Interlocal Agreement with Central Whidbey Fire & Rescue as presented. The motion passed unanimously.

Approval of Contract for Services with CWA

Council Action: A motion was made by Councilmember Jackie Henderson, second by Councilmember Lisa Bernhardt, to authorize the Mayor to sign the Contract for Services with CWA as presented. The motion passed unanimously.

Approval of Lease Agreement with Platt/Buescher

Council Action: A motion was made by Councilmember Dianne Binder, second by Councilmember Pat Powell, to authorize the Mayor to sign the Lease Agreement with Platt/Buescher as presented. Questions were asked and answered. The motion passed unanimously.

Approval of December 2015 Payroll transactions and warrants; and January 2016 A/P transactions and warrants

Council Action: A motion was made by Councilmember Jackie Henderson, second by Councilmember Catherine Ballay to approve December Payroll transactions and warrants #31249 to #31255 for a total of \$83,582.28; and January 2016 A/P transactions and warrants #31315 to #31367 for a total of \$345,213.98. Questions were asked and answered. The motion passed unanimously.

STAFF REPORTS

Marshal Rick Norrie spoke briefly about the statistical reports he provided in the Council packets and answered Council questions.

COUNCIL REPORTS

Councilmember Jackie Henderson reported that the Island Transit Board of Directors is still conducting a nationwide search to fill the Executive Director's position. The process will involve public input and the Board is hoping to have the position filled by mid-April. Councilmember Henderson also reported that the State Auditors have finished auditing Island Transit's financial information for 2014 and that the 2016 Budget has been set. There are plans to begin implementing fares on inter-connector routes sometime later this year and no decision has been made on any additional fares. The Board continues to look at all of the options.

Councilmember Lisa Bernhardt reported that her first Ebey's Trust Board meeting was earlier today and she would be bringing a report back to Council in February.

Councilmember Dianne Binder gave a brief report on the Island County Tourism Board activities including information about an Economic Development Council survey that would help pinpoint where our visitors are traveling from. Councilmember Binder also invited the Council to attend a

media relations workshop at Camp Casey on April 7th, and informed the Council that Whidbey NAS was voted the Best Navy Base in the World for 2015.

Councilmember Pat Powell congratulated Ebey's National Historic Reserve and the National Parks Department for bringing in 1.46 million dollars in water conservation funds.

Councilmember Catherine Ballay reported on the 2015 Community Health Survey and explained some of the processes used to identify significant health indicators and possible mitigation solutions to help improve the overall health of our community. The results of the survey will be made public once the data has been thoroughly analyzed.

AUDIENCE INPUT

A local resident shared his concern about the increased traffic and vehicle speed at the intersection of Broadway and Highway 20.

DISCUSSION

Council discussed commission and board appointments, and an update on Front Street. No action was taken.

ADJOURNMENT: 8:25 pm

Respectfully Submitted:

MAYOR:

Kelly Beech, Clerk Treasurer

Molly Hughes

*Audio of this meeting is **not** available. There was an equipment malfunction.*



TOWN OF COUPEVILLE
From the Desk of Molly Hughes, Mayor

MEMORANDUM

February 5, 2016

TO: Town Council
FROM: Molly Hughes *Molly*
RE: Board Appointments

I recommend the appointment of Catherine Ballay to the Island County Law and Justice Council. Catherine has expressed interest in representing the Town on this board and has job and volunteer experience which gives her an interesting range of knowledge on various aspects of law and justice issues. I'm pleased Catherine has volunteered to serve the Town on this board.

I recommend the reappointment of Dianne Binder to the Tourism Board of Island County. Dianne has represented the Town on the Tourism Board for many years. Her time on the board, being an owner of a successful Bed and Breakfast in town, and her experiences as a world traveler, give her a valued perspective. She has represented Coupeville well.

Recommendation

Motion to confirm the appointment of Catherine Ballay to the Island County Law and Justice Council.

Motion to confirm the reappointment of Dianne Binder to the Tourism Board of Island County.

Molly Hughes

From: Molly Hughes <mollyjo@coupeville.net>
Sent: Wednesday, January 06, 2016 9:51 PM
To: Molly Hughes
Subject: Fwd: Appointments

Begin forwarded message:

Subject: Appointments

From: Catherine Ballay <cballaycoupeville@gmail.com>

Date: January 6, 2016 at 9:42:36 PM PST

To: Molly Hughes <mollyjo@coupeville.net>

Molly, at the last Council meeting, Bob Clay said he thinks Coupeville should have someone to replace him on the Law and Justice Council. He alluded to someone possibly being interested in serving in that role, and he was talking about me.

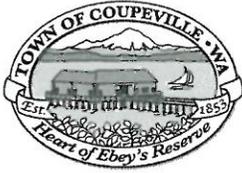
I don't know how the process works, but would like to make myself available if you believe someone should represent the Town specifically, in addition to Jackie's serving in her professional capacity.

My relevant background includes: reporter covering the prison and reform schools in Rhode Island; manager of a pilot program under a state grant to help kids soon to be released from reform school to get their high school equivalency degree and subsidized on-the-job training; public relations manager for a halfway house for ex-felons; and a relative or close friend of law enforcement officers in various jurisdictions around the country. Not heavy duty experience, but a range of knowledge. From what I understand, having common sense and the ability to gather and discuss facts would be the key requirements, in addition to strong interest in the public welfare.

I understand that the Law and Justice Council serves as an advisory board to the Island County Commissioners. That is also the role played by the Island County Community Health Advisory Board, which I chair.

Thank you for considering me for this service, if you decide we need to fill Bob's spot on that council.

Catherine



TOWN OF COUPEVILLE
From the Desk of Molly Hughes, Mayor

MEMORANDUM

February 5, 2016

TO: Town Council
FROM: Molly Hughes *Moe*
RE: Videography Contract

Renae Mulholland provides videography services to the Town. This includes taking video at an average of two Town Council meetings each month, editing the footage and installing the edited DVD on equipment at Town Hall. This allows the public to view the meetings on Comcast's channel 10. Renae also updates the community and public service announcements that are played on channel 10. Being able to view Council meetings from home has been a good service for residents not able to attend meetings, increases the public's awareness of town business and helps improve transparency in town government.

She has provided these services for over nine years without an increase in pay. Renae is not a town employee, but rather, provides these services on a contract basis. Currently, Renae receives \$125 per council meeting and no payment for updating the PSA announcements.

After reviewing the attached contract, I hope you agree with my recommendation to increase Renae's rate of pay.

Recommendation

Motion to authorize the Mayor to approve contract for services with Renae's Videography, retroactive to January 1, 2016.



VIDEOGRAPHY SERVICES CONTRACT

THIS AGREEMENT, made in two (2) copies, each of which shall be deemed original, and entered into as of the date hereinafter affixed, by and between the Town of Coupeville, Washington, a Washington State municipal corporation hereinafter called "Town", and Renae's Videography hereinafter called the "Contractor."

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

I. Scope of Work.

The Contractor agrees to do all work related to Videography Services for the Town in accordance with and as described below. The Contractor agrees to provide all the supplies, equipment and software required to perform the described work below:

- **Town Council Regular Meetings Video** – Record video and audio of each Regular Town Council Meeting, then Edit and Post each video to Comcast Channel 10 within five days (DVD Players required to post to Channel 10 are the property and responsibility of The Town of Coupeville, as are the edited DVDs.)
- **Public Service Announcement Updates** - Prepare and Post Public Service Announcements on Channel 10 twice per month (DVD Players required to post to Channel 10 are the property and responsibility of The Town of Coupeville, as are the edited DVDs.)
- **Provide a DVD copy of Town Council Regular Meeting Videos and Public Service Announcements updates to Clerk Treasurer.**

II. Payment.

Town agrees to compensate Contractor at the rate of \$200 per Regular Town Council Meeting Video and \$25 per Public Service Announcements update (limited to twice per month). The Contractor shall submit invoices to the Town for services performed in a format acceptable to the Town. The Contractor shall maintain time and expense records and provide them to the Town upon request. In no event shall the compensation paid to Contractor under this Agreement exceed \$450 per month without the written agreement of the Contractor and the Town. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work.

III. Independent Contractor.

A. The Contractor and the Town understand and expressly agree that the Contractor is an independent contractor in the performance of each and every part of this Agreement. The Contractor expressly represents, warrants and agrees that her status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Contractor, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Contractor shall make no claim of Town employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

B. The Contractor shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the Town is assessed a tax or assessment as a result of this Agreement, the Contractor shall pay the same before it becomes due.

C. The Town may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Contractor performs hereunder.

IV. **Term, Termination and Notice.**

A. This Contract is effective January 1, 2016 and automatically renews annually.

B. Either Party may terminate this Agreement with thirty (30) calendar days' written notice to the other party.

C. **NOTICES.**

Notices to the Town shall be sent to the following address:

Town of Coupeville
P.O. Box 725
Coupeville, WA 98239

Notices to the Contractor shall be sent to the following address:

Rena's Videography
428 Lynde Way
Coupeville, WA 98239

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V. **Indemnification / Hold Harmless.**

Contractor shall defend, indemnify and hold the Town, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Town.

VI. **Extent of Agreement/Modification.**

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties

VII. **Legal Relations.**

The Contractor shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Contractor represents that the firm and all employees assigned to work on any Town project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Island County Superior Court.

VIII. **Severability.**

If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar

IX. **Authority to Bind Parties and Enter into Agreement.**

The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

Dated: this _____ day of _____, 20 ____

CONTRACTOR

Town of Coupeville, Washington

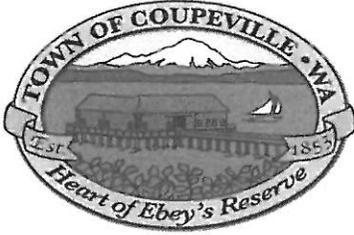
Signature

Mayor

Printed

Attested:

Clerk-Treasurer



Town of Coupeville

4 NE Seventh ▪ PO Box 725 ▪ Coupeville WA 98239
360.678.4461 ▪ 360.678.3299 Fax ▪ www.townofcoupeville.org

Memo

To: Kelly Beech, Clerk/Treasurer, Town of Coupeville
From: Gregory Cane, P.E., Project Engineer, Town of Coupeville
CC: Molly Hughes, Mayor, Town of Coupeville
Corey Johnson, President, C Johnson Construction, Inc.
Date: February 2, 2016
Re: Madrona Way Improvements – Phase I
Recommendation for Project Acceptance

Please note:

- This project was found to be Physically Complete as of January 14, 2016,
- The required Affidavit of Wages Paid have been received from the General and all Sub-Contractors as of February 1, 2016, and
- Work was performed in accordance with the Contract Documents, or approved modifications.

I recommend at this time that the project be accepted as complete by the Town of Coupeville.

If you have any questions related to this matter, please do not hesitate to contact me.

09-03-C01 Memo Proj Accept FINAL RO FE0216gc.docx





Town of Coupeville

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Memo

To: Kelly Beech, Clerk/Treasurer, Town of Coupeville
From: Gregory Cane, P.E., Project Engineer, Town of Coupeville
Date: February 2, 2016
Cc: C. Johnson Construction, Inc.
Re: Madrona Way Improvements – Phase I
Notice of Completion

Enclosed please find the draft Notice of Completion (NOC) for the Madrona Way Improvements Project – Phase 1. At this time, the following item on the form remains to be completed:

- On page 1 - Date Work Accepted

Tasks remaining to complete are, as follows.

- 1) I have included herein my recommendation to the Town for project acceptance. This recommendation will need to be placed on the next Council Agenda.
- 2) After the Council accepts the project as complete, insert the Council's date of acceptance into the 'Date Work Accepted' box.
- 3) Upon completion of the above, submit one copy of the NOC to each of the following agencies:
 - State of Washington Department of Revenue
 - State of Washington Department of Labor and Industries
 - State of Washington Employment Security

(The agency addresses are at the bottom of the NOC.)

After 60 days, when the three noted agencies have confirmed that there are no encumbrances on the project (see attached guidance from MRSC) and when there are no liens or claims filed, the Contractor's retainage must be released. At that time, please notify me so that we can coordinate with the Town in the preparation of the final outlay report for the USDA. The final outlay report will seek reimbursement for the retainage amount.

If you have questions or need additional information, please do not hesitate to contact me.



Original

Revised # _____

NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Date: _____ Contractor's UBI Number: _____ 602558749

Name & Mailing Address of Public Agency
Town of Coupeville PO Box 725 Coupeville, WA 98239 UBI Number: 151000002

Department Use Only
Assigned to: _____
Date Assigned: _____

Notice is hereby given relative to the completion of contract or project described below

Project Name Madrona Way Improvements - Phase I	Contract Number 09-03-C01	Job Order Contracting <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Description of Work Done/Include Jobsite Address(es) A new water main was installed along Madrona Way from the intersection of Madrona Way/Sherman Road to the intersection of Madrona Way/Broadway Street. A new sewer main was installed from the intersection of Madrona Way/Vine Street to the intersection of Madrona Way/Broadway Street. Additionally, a Sewer Lift Station was installed southeast of the intersection of Madrona Way and Vine Street.		
Federally funded transportation project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (if yes, provide Contract Bond Statement below)		
Contractor's Name C. Johnson Construction, Inc.	E-mail Address corey@cjcinc.com	Affidavit ID* 623366
Contractor Address 749 SE Pioneer Way, Suite 203/PO Box 1467 Oak Harbor, WA 98277		Telephone # (360) 675-4848
If Retainage is not withheld, please select one of the following and List Surety's Name & Bond Number. <input type="checkbox"/> Retainage Bond <input type="checkbox"/> Contract/Payment bond (valid for federally funded transportation projects)		
Name: _____		Bond Number: _____
Date Contract Awarded July 2, 2015	Date Work Commenced July 20, 2015	Date Work Completed December 24, 2015
Date Work Accepted _____		←
Were Subcontractors used on this project? If so, please complete Addendum A. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Affidavit ID* - No L&I release will be granted until all affidavits are listed.		

Contract Amount	\$ 1,005,428.00	Liquidated Damages \$	0.00
Additions (+)	\$ 26,463.23	Amount Disbursed \$	1,008,603.74
Reductions (-)	\$ 59,274.31	Amount Retained \$	48,630.85
Sub-Total	\$ 972,616.92		
Sales Tax Rate	8.700%		

(If various rates apply, please send a breakdown)

Sales Tax Amount	\$ 84,617.67	TOTAL \$	1,057,234.59
TOTAL	\$ 1,057,234.59		

NOTE: These two totals must be equal

Comments:

Note: The Disbursing Officer must submit this completed notice immediately after acceptance of the work done under this contract.

NO PAYMENT SHALL BE MADE FROM RETAINED FUNDS until receipt of all release certificates.

Submitting Form: Please submit the completed form by email to all three agencies below.

Contact Name: Kelly Beech

Title: Clerk Treasurer

Email Address: clerktreasurer@townofcoupeville.org

Phone Number: (360)678-4461



Yellow Highlighted Portions Relate to the Madrona - Phase 1 Project as of February 2, 2016

Contract Amount	MRSC Project Closure/Retainage Release Guidelines (Reviewed April 2015)				Needed for Project Closeout Files (Also See Note 9)		
	Require in Contract (also See Note 1)	Performance and Payment Bonds	Retainage	Sales and/or Use Taxes	Prevailing Wages	Industrial Insurance	Employment Security Taxes
Over \$ 35,000	Yes	Yes	Yes	Notice of Completion (NOC) and DOR Release (See Note 4)	Intent and Affidavit (See Note 5)	NOC and Ind. Ins. Certification (See Note 6)	NOC and Certificate of Payment (See Note 8)
\$35,000 or less Limited PW Process	Can Waive (See Notes 2 & 7)	Can Waive (See Notes 2 & 7)	Can Waive (See Notes 2 & 7)	Not Required (See Note 4)	Intent and Affidavit (See Note 5 & 7)	Not Required (See Note 6)	Not Required (See Note 4)
\$35,000 or less	Can Waive (See Note 3)	50% Retainage (See Note 3)	50% Retainage (See Note 3)	Not Required	Intent and Affidavit (See Note 5)	Not Required	Not Required
\$ 2,500 or less	May Not Be Needed (10)	May Not Be Needed (10)	May Not Be Needed (10)	Not Required	Small Works Form (7)	Not Required	Not Required

Note 1: Contract documents must require that prevailing wages must be paid and must contain or link to the prevailing wages applicable to the project, regardless of contract amount.

Note 2: RCW 39.04.155 (3) allows a local government to waive the payment and performance bond requirements of chapter 39.08 RCW and the retainage requirements of chapter 60.28 RCW. To use this limited public works process an authorized local government must solicit electronic or written quotations from a minimum of three contractors from the appropriate small works roster. A SWR process is required.

Note 3: RCW 39.08.010 states that on contracts of thirty-five thousand dollars or less (Chapter 210, 2007 Laws) - at the option of the contractor - the agency may, in lieu of a performance and payment bond, retain fifty percent of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from DOR and L&I and settlement of any liens filed under chapter 60.28 RCW, whichever is later.

Note 4: City files Notice of Completion of Project with DOR and will receive Certificate of Payment of Excise Taxes from DOR for the project. DOR may also demand payment for unpaid excise taxes on other projects per Chapter 423, 2009 Session Laws. NOC and Certificate not required for projects under \$35,000.

Note 5: Contractor files Intent to Pay Prevailing Wages and Affidavit of Wages Paid with L & I. The public agency will receive approved Intent and Affidavit forms from the Contractor. L & I sends the forms to the Contractor who in turn sends them to the public agency. Or the agency can view them online.

Note 6: City files Notice of Completion of Project with L&I, which issues 'Release' from liability for industrial insurance premiums for the project. L&I may also demand payment for unpaid premiums on other projects per Chapter 423, 2009 Session Laws. NOC and Release not required for projects under \$35,000.

Note 7: RCW 39.12.040 (2) allows the local government agency to process combined Intent and Affidavit short forms and forward them to L & I monthly. If the agency chooses not to use this process, see Notes 5 & 6. Chapter 210, 2007 Laws allows use of this form for contracts up to \$35,000 if RCW 39.04.155 (3) is followed.

Note 8: DOR forwards Notice of Completion to ESD. ESD issues Certificate of Payment of employment security contributions, penalties and interest. ESD may also demand payment for unpaid excise taxes on other projects per Chapter 423, 2009 Session Laws. NOC and Certificate not required for projects under \$35,000.

Note 9: RCW 60.28.011(3)(b) states that "Sixty days after completion of all contract work the public body must release and pay in full the amounts retained during the performance of the contract subject to the provisions of chapters 39.12 and 60.28 RCW." (But not chapter 50.24 RCW.) Therefore, an agency should release retained funds, less the amount of any claims by laborers, suppliers and subcontractors, at the end of sixty (60) days to avoid possible ramifications under the Prompt Pay Act (RCW 39.76). If Certificate from DOR and approved Affidavits from L&I per notes 4-6 are not available at that time, contact your agency attorney. An agency should also try to have the ESD Certificate in its files as well. See MRSC Contract Closeout Paperwork and Deadline Summary also.

Note 10: Unless an agency waives bonding and/or retainage (B/R) under the Notes 2 and 3 scenarios, both are theoretically required, even for very small projects. However, as a practical matter, payment for small projects is usually well after completion and - in effect - there is a 100% retainage for 2-4 weeks, so there is very little risk if an agency does not require B/R. Be sure, as much as practical, that suppliers have been paid and that an approved Affidavit of Wages Paid from the contractor is on file.



MEMORANDUM

To: Kelly Beech, Clerk Treasurer, Town of Coupeville
From: William LaRue, Utilities Superintendent *WL*
CC: Molly Hughes, Mayor, Town of Coupeville
Subject: Madrona Way Improvements – Phase 1
Date: February 5, 2016

As per the memo dated January 2, 2016 from the Town Engineer, Greg Cain, the above noted project has been physically completed as of January 14, 2016.

The utilities Department took operational ownership of the Vine Street lift station on December 24, 2015, since that time the facility has been operating as required and the work has been performed in accordance with the Contract Documents or approved change orders.

I recommend at this time that this portion of the project be accepted as completed by the Town of Coupeville.

If you have any questions related to this matter, please don't hesitate to contact me.