

Marysville City Council Work Session

July 2, 2007

7:00 p.m.

City Hall

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Committee Reports

Presentations

Discussion Items

Approval of Minutes (*Written Comment Only Accepted from Audience.*)

1. Approval of June 25, 2007 City Council Meeting Minutes.
2. Approval of July 2, 2007 City Council Work Session Minutes.

Consent

3. Approval of June 27, 2007 Claims.
4. Approval of July 5, 2007 Claims.
5. Approval of June 20, 2007 Payroll in the Amount of \$654,941.18; Paid by Check No. 18034 through 18115 with Check No. 15837 voided.
6. Acceptance of the Jennings Park Irrigation System Installation Project and begin 45 day Lien filing period.
7. Approval of Eagle Taxi to Operate as New For – Hire Taxi Business.

Current Business

New Business

8. Approval of Professional Services Agreement with CH2MHill to Complete Alum / Ammonia Study for the Wastewater Treatment Plant.
9. Approval for State Avenue 136th Street NE to 152nd Street NE Corridor Improvements – Condemnation Ordinance.
10. Authorize the Mayor to Sign Professional Services Agreement with Systems Interface for Telemetry Upgrade.

Legal

Work Sessions are for City Council study and orientation – Public Input will be received at the July 9, 2007 City Council meeting.

July 2, 2007

Marysville City Council Work Session
7:00 p.m.

City Hall

Ordinance and Resolutions

11. An Ordinance of the City of Marysville, Washington Amending Nos. Ordinance 2655, 2685 and 2703 to Add Property Rights to be Acquired from Beta - Marysville Warehouse, LLC and Midway Development, LLC to the Property Authorized to be Condemned, Appropriated, Taken and Damaged.
12. A Resolution of the City of Marysville Accepting Donation from Nike Incorporated and Affiliates.

Mayor's Business

Staff Business

Call on Councilmembers

Information Items

A. Food Waste Recycling.

Adjourn

Executive Session

- A. Litigation
- B. Personnel
- C. Real Estate

Adjourn

Special Accommodations: The City of Marysville strives to provide accessible meetings for people with disabilities. Please contact Kristie Guy, Human Resources Manager, at (360) 363-8000 or 1-800-833-6384 (Voice Relay), 1-800-833-6388 (TDD Relay) two days prior to the meeting date if any special accommodations are needed for this meeting.

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 9, 2007

| | | |
|---|--|-----|
| AGENDA ITEM: Professional Services Agreement with Systems Interface, Inc. for Telemetry Upgrade | AGENDA SECTION: New Business | |
| PREPARED BY: Ryan Morrison, Engineering Aide | AGENDA NUMBER: | |
| ATTACHMENTS: Professional Services Agreement Exhibit A | APPROVED BY:  | |
| | MAYOR | CAO |
| BUDGET CODE: 40220594.563000 - Budgeted Amount: \$400,000 | AMOUNT: \$400,000 | |

This Professional Services Agreement with Systems Interface, Inc. will provide the City with experienced Consultants needed to research and implement a City Wide Wireless Telemetry System for our water and wastewater systems. It will upgrade existing telemetry units to more open-ended Rugid 9 Allen-Bradley PLC units allowing for greater operability and expanded data/error analysis and reporting.

The existing system is reliant upon terrestrial phone lines for communication and an upgrade to a wireless network will provide the City with an advanced data acquisition system that will monitor water and waste water station status and performance as well as report and record alarms and discrepancies within the systems.

The PSA allows for the waste water system to be upgraded in 2007 for the amount of \$400,000 and gives the City the option of supplementing the contract with Systems Interface to include the water distribution system in 2008.

| |
|---|
| RECOMMENDED ACTION: Staff recommends that the Council authorize the Mayor to sign Professional Services Agreement in the amount of \$400,000.00 with Systems Interface, Inc.. |
| COUNCIL ACTION: |

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND SYSTEMS INTERFACE INC.
FOR ENGINEERING SERVICES**

THIS AGREEMENT, made and entered into in Snohomish County, Washington, by and between the CITY OF MARYSVILLE, hereinafter called the "City," and SYSTEMS INTERFACE INC., a Washington corporation, hereinafter called the "Consultant."

WHEREAS, the Consultant has represented, and by entering into this Agreement now represents, that the firm and all employees assigned to work on any City 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.

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

ARTICLE I. PURPOSE

The purpose of this agreement is to provide the City with engineering services to research and upgrade the City's existing Telemetry network to a wireless system as described in Article II. The general terms and conditions of relationships between the City and the Consultant are specified in this agreement.

ARTICLE II. SCOPE OF WORK

The scope of work is set out in the following attachment: Exhibit A, *Waste Water Telemetry Upgrade* hereinafter referred to as the "scope of services". All services and materials necessary to accomplish the tasks outlined in **Exhibit A** shall be provided

by the Consultant unless noted otherwise in the scope of services or this agreement.

The scope of work for the 2007 work year shall be limited to upgrading of the waste water system and associated components. The upgrade of the water distribution system and its associated components shall be limited to the 2008 work year, budget and supplemental agreement.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 **MINOR CHANGES IN SCOPE.** The Consultant shall accept minor changes, amendments, or revision in the detail of the work as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the scope of work in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

A supplemental agreement, as described above, may be used to include the work of upgrading the water distribution system of this Telemetry Upgrade Project, currently scheduled for 2008 with a budget of \$350,000.

III.2 **WORK PRODUCT AND DOCUMENTS.** The work product and all documents listed in the scope of services shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this agreement or in the event that this contract shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work done to date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this contract. The summary

of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of these documents or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 **TIME OF PERFORMANCE.** The Consultant shall be authorized to begin work under the terms of this agreement upon signing of both the scope of services and this agreement and shall complete the work by December 31, 2007, unless a mutual written agreement is signed to change the schedule or the contract is extended in accordance with the Extra Work section of this agreement. An extension of the time for completion may be given by the City due to conditions not expected or anticipated at the time of execution of this agreement.

III.4 **NONASSIGNABLE.** The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 **EMPLOYMENT.** Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

III.6 **INDEMNITY.**

a. The Engineer will at all times indemnify and hold harmless and defend the City, its elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of the Engineer in performance of Engineer's professional services under this agreement. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by the City, the Engineer

or other person and all property owned or claimed by the City, the Engineer, or affiliate of the Engineer, or any other person.

b. Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then, in the event of liability for damaging arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Engineer and the City, its members, officers, employees and agents, the Engineer's liability to the City, by way of indemnification, shall be only to the extent of the Engineer's negligence.

c. The provisions of this section shall survive the expiration or termination of this agreement.

III.7 **INSURANCE.**

a. **Minimum Limits of Insurance.** The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage to be kept in force continuously during this agreement, and during all work performed pursuant to all short form agreements, in a form acceptable to the City. Said certificates shall name the City as an additional named insured with respect to all coverages except professional liability insurance. The minimum insurance requirements shall be as follows:

(1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; damage, \$2,000,000 general aggregate;

(2) Automobile Liability. \$300,000 combined single limit per accident for bodily injury and property damage;

(3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington;

(4) Consultant's Errors and Omissions Liability. \$1,000,000 per occurrence and as an annual aggregate.

b. **Endorsement.** Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

c. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with a Bests rating of no less than A:VII, or if not rated by Bests, with minimum surpluses the equivalent of Bests' VII rating.

d. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current.

III.8 **DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.9 **UNFAIR EMPLOYMENT PRACTICES.** During the performance of this agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 **AFFIRMATIVE ACTION.** Affirmative action shall be implemented by the Consultant to ensure that applicants for employment and all employees are treated without regard to race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap, unless based on a bona fide occupational qualification. The Consultant agrees to take affirmative action to ensure that all of its employees and agent adhere to this provision.

III.11 **LEGAL RELATIONS.** The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This contract shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.

III.12 **INDEPENDENT CONTRACTOR.** The Consultant's relation

to the City shall at all times be as an independent contractor.

III.13 **CONFLICTS OF INTEREST.** While this is a non-exclusive agreement the Consultant agrees to and will notify the City of any potential conflicts of interest in Consultant's client base and will seek and obtain written permission from the City prior to providing services to third parties where a conflict of interest is apparent. If a conflict is irreconcilable, the City reserves the right to terminate this agreement.

III.14 **CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 **PAYMENTS.** The Consultant shall be paid by the City for completed work for services rendered under this agreement and as detailed in the scope of services as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. Payment shall be on a time and expense basis, provided, however, in no event shall total payment under this agreement exceed \$400,000 for the waste water upgrade in 2007 or \$350,000 for the water distribution upgrade in 2008. In the event the City elects to expand the scope of services from that set forth in **Exhibit A** or any supplemental agreements, the City shall pay Consultant an additional amount based on a time and expense basis, based upon Consultant's current schedule of hourly rates.

a. Invoices shall be submitted by the Consultant to the City for payment pursuant to the terms of the scope of services. The invoice will state the time expended, the hourly rate, a detailed description of the work performed, and the expenses incurred during the preceding month. Invoices must be submitted by the 20th day of the month to be paid by the 15th day of the next calendar month.

b. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 **CITY APPROVAL.** Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this contract must meet the approval of the City, which shall not be unreasonably withheld if work has been

completed in compliance with the scope of work and City requirements.

ARTICLE V. GENERAL

V.1 **NOTICES.** Notices and invoices to the City shall be sent to the following address:

CITY OF MARYSVILLE
C/O Ryan Morrison
80 Columbia Ave.
MARYSVILLE, WA 98270

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

Systems Interface, Inc.
C/O Roy Alderman
22125 17th Avenue SE - Suite 111
Bothell, WA 98021-7406

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.2 **TERMINATION.** The right is reserved by the City to terminate this agreement in whole or in part at any time upon ten (10) days' written notice to the Consultant.

If this agreement is terminated in its entirety by the City for its convenience, a final payment shall be made to the Consultant which, when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination applied to the total work required for the project.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this contract may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **NONWAIVER.** Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

DATED this 15th day of May, 2007.

CITY OF MARYSVILLE

By _____

Systems Interface, Inc., CONSULTANT

By _____

Approved as to form:

GRANT K. WEED, City Attorney

**City of Marysville Contract for
City-Wide Wireless Network and Telemetry Upgrade
Exhibit A – Scope of Services
Waste Water Telemetry Upgrade**

DESCRIPTION OF PROJECT- Year 2007 – Sewage Lift Stations

Design and implementation of a Wireless City-Wide Telemetry network for all Sewage Lift Stations. All Sewage Lift Stations will be reviewed and upgraded to the existing Telemetry Panel design standard which has been utilized at the City of Marysville Baileys Lift Station, the State Ave & 128th Lift Station and at the Regan Road Lift Station. The basic standard is that the pump stations will have 1) An Allen-Bradley PLC controller (either Micrologix 1100 or SLC depending on requirements), 2) PanelView Plus 600 Operator interface terminal for entering Lift Station parameters and 3) will have a wireless broadband interface to the Main Control Station.

These services shall be performed by Systems Interface Inc (“the Consultant”) for the City of Marysville’s (“the City”) Telemetry Systems.

These services (Year 2007) shall include:

- I. Monthly Status/Progress Reports via e-mail reports or meetings at the City. Monthly Action Item Reports. Monthly Invoices.
- II. Complete Radio Site Survey for all Sewage Lift Stations to determine actual conditions. (e.g. terrain, trees and other line-of-sight issues). The report will be generated utilizing Radio Survey Software and will additionally include actual site-to-site test results. This survey will include City owned property connected via fiber, all the reservoir sites, and the Snohomish Emergency Radio System (SERS) tower at the public safety building.

Testing will be done with a 2.4ghz unlicensed Esteem 195EG radio at 1 Watt if testing cannot be completed with 4.9ghz licensed Esteem 195EP radios at 2 Watts. Line-of-sight requirements are the same, while the 4.9ghz radios have a longer range (e.g. if the 1 watt radios work, the 2 watt radios will perform better).

Systems Interface, Inc. will assist the City of Marysville acquiring all site licensing and permits required, including any FCC licensed frequencies.

The results of this survey will determine the feasibility and final design of the City of Marysville wireless City Wide network and recommendations on its construction and implementation.

- III. Site survey of all Sewage Lift Stations to check actual site conditions vs. the electrical drawings and other documentation in the City’s possession. This survey will determine the actual implementation required to bring each station up to the new Marysville “Lift Station Standard”. This survey will include a list of upgrades required at each site to bring the Sewage Lift Stations up to the new standard (such as door limit switches, smoke alarms, wet well level analog signals, etc.). This includes the control, alarm and event monitoring, and data collection already programmed into the Allen-Bradley Micrologix 1100 PLC’s and PanelView displays. Also to be addressed are setpoint, alarm and event monitoring, and data collection already standardized for the WWTP’s Wonderware InTouch application, and alarms to be dialed out via SCADAAlarm.

As a result of the Site Survey, budgets will be prepared for all sites, and all required modifications would be documented, such as location of new panels, modifications of existing panels, modifications to existing wiring, etc.

- IV. Depending on the requirements at the individual pump stations, all electrical schematics will be updated, new telemetry panels will be manufactured to replace existing panels,

City of Marysville – City-Wide Wireless & Telemetry System Upgrade

Exhibit A – Scope of Services

existing telemetry panels will be modified and/or field modifications will be made to the existing telemetry panels to bring the pump stations up to the “Lift Station Standard”.

Consultant will be responsible for site installation work (via shop techs, or Electrical Contractors) of the telemetry panels and Wireless equipment. Installation of poles for antenna's, trenching, outdoor conduit runs, paving, etc. will be the responsibility of the City of Marysville.

New Instrumentation or field devices or sensors or installation of same, that may be recommended as part of the site surveys was not included in the budgetary estimate for this project.

Assistance from, and co-ordination with, the City will be required to maintain operation or bypass of Sewage Lift Stations during switch over of the individual stations.

The City will assist in installation, testing and commissioning of all radios before any sites are upgraded with new control panels. (i.e. Sites will not switch over to new control panels until after radios have been installed and tested.

- V. Start up assistance as required commissioning the individual Lift stations as they are brought back on-line.

The following Sewage Lift Stations (Prioritized) will fall under this contract:

1. 88th Street Lift Station.
The present telemetry panel (Rugid7D) is for monitoring only. Control is provided by relay and motor starter panel in response to the Milltronics ultrasonic level probe. Lead/Lag signals originate at the Milltronics unit. Reference SII drawings 980501. Our proposed scope of supply includes:
 - a. Development of a complete set of electrical schematics, panel layout drawings, and bill of materials for all SII supplied equipment.
 - b. Factory testing of all components at our facility in Bothell, Washington.
 - c. Installation of the new panels at the site, including conduit. Rewiring of Milltronics level probe to PLC and Starter panel to transfer control of starters to PLC from Milltronics.
 - d. All required programming including the PLC at the Remote Telemetry Unit and the Headquarters SCADA system (Wonderware and SCADAAlarm).
 - e. On-site startup, testing, & commissioning services as required.
2. Cedarcrest Vista Lift Station.
The present telemetry panel is for monitoring only. Control is provided by the relay and motor starter panel based on level in response to two PSI switches on a bubbler system. Lead/Lag and start/Stop signals originate at the relay and motor starter panel. Our proposed scope of supply includes:
 - a. Development of a complete set of electrical schematics, panel layout drawings, and bill of materials for all SII supplied equipment.
 - b. Factory testing of all components at our facility in Bothell, Washington.
 - c. Installation of the new panels at the site, including conduit.
 - d. All required programming including the PLC at the Remote Telemetry Unit and the Headquarters SCADA system (Wonderware and SCADAAlarm).
 - e. On-site startup, testing, & commissioning services as required.
 - f. At the request of the City of Marysville, a differential pressure transmitter may be added to enable PLC Control. This work will be under a separate contract or a change order.
3. 51st Avenue Lift Station.
The present telemetry panel (Rugid9A) controls the pumps (Triplex) via relay outputs to the motor starter panel in response to the Milltronics Ultrasonic level probe. A float switch system provides

City of Marysville – City-Wide Wireless & Telemetry System Upgrade

Exhibit A – Scope of Services

parallel signals as backup to the telemetry outputs. Reference SII drawings S03B03, S04L14. Our proposed scope of supply includes:

- a. Development of a complete set of electrical schematics, panel layout drawings, and bill of materials for all SII supplied equipment.
- b. Factory testing of all components at our facility in Bothell, Washington.
- c. Installation of the new panels at the site, including conduit.
- d. All required programming including the PLC at the Remote Telemetry Unit and the Headquarters SCADA system (Wonderware and SCADAAlarm).
- e. On-site startup, testing, & commissioning services as required.

4. Soper Hill Lift Station.

The present telemetry panel (Rugid9A) is for monitoring only. Control is provided by the relay and motor starter panel in response to the Milltronics ultrasonic level probe. Lead/Lag and start/stop signals originate at the Milltronics unit. Reference SII drawings S02C06. Our proposed scope of supply includes: Development of a complete set of electrical schematics, panel layout drawings, and bill of materials for all SII supplied equipment.

- a. Development of a complete set of electrical schematics, panel layout drawings, and bill of materials for all SII supplied equipment.
- b. Factory testing of all components at our facility in Bothell, Washington.
- a. Installation of the new panels at the site, including conduit. Rewiring of Milltronics level probe to PLC and Starter panel to transfer control of starters to PLC from Milltronics.
- c. All required programming including the PLC at the Remote Telemetry Unit and the Headquarters SCADA system (Wonderware and SCADAAlarm).
- d. On-site startup, testing, & commissioning services as required.

5. Sunnyside Lift Station.

The present telemetry panel is for monitoring only. Control is provided by the relay and motor starter panel in response to the Milltronics ultrasonic level probe. Lead/Lag and start/stop signals originate at the Milltronics unit. Reference SII Job #000502. Our proposed scope of supply includes:

- a. Development of a complete set of electrical schematics, panel layout drawings, and bill of materials for all SII supplied equipment.
- b. Factory testing of all components at our facility in Bothell, Washington.
- c. Installation of the new panels at the site, including conduit. Rewiring of Milltronics level probe to PLC and Starter panel to transfer control of starters to PLC from Milltronics.
- d. All required programming including the PLC at the Remote Telemetry Unit and the Headquarters SCADA system (Wonderware and SCADAAlarm).
- e. On-site startup, testing, & commissioning services as required.

6. Carroll's Creek Lift Station.

The present telemetry panel is for monitoring only. Control is provided by the relay and motor starter panel in response to the Milltronics ultrasonic level probe. Lead/Lag and speed signals originate at the Milltronics unit. Float switches backup the Milltronics levels and create the Hi-Hi pump-down and low level alarms. Reference SII Job #S02H12. Our proposed scope of supply includes:

- a. Development of a complete set of electrical schematics, panel layout drawings, and bill of materials for all SII supplied equipment.
- b. Factory testing of all components at our facility in Bothell, Washington.
- c. Installation of the new panels at the site, including conduit. Rewiring of Milltronics level probe to PLC and Starter panel to transfer control of starters to PLC from Milltronics.
- d. All required programming including the PLC at the Remote Telemetry Unit and the Headquarters SCADA system (Wonderware and SCADAAlarm).
- e. On-site startup, testing, & commissioning services as required.

7. Quil Ceda Glenn Lift Station.

City of Marysville – City-Wide Wireless & Telemetry System Upgrade

Exhibit A – Scope of Services

The present telemetry panel is for monitoring only. Control is provided by the relay and motor starter panel in response to the Milltronics ultrasonic level probe. Lead/Lag and start/stop signals originate at the Milltronics unit. Our proposed scope of supply includes:

- a. Development of a complete set of electrical schematics, panel layout drawings, and bill of materials for all SII supplied equipment.
 - b. Factory testing of all components at our facility in Bothell, Washington.
 - c. Installation of the new panels at the site, including conduit. Rewiring of Milltronics level probe to PLC and Starter panel to transfer control of starters to PLC from Milltronics.
 - d. All required programming including the PLC at the Remote Telemetry Unit and the Headquarters SCADA system (Wonderware and SCADAAlarm).
 - e. On-site startup, testing, & commissioning services as required.
8. Kellogg Ridge Lift Station.
The present telemetry panel (Rugid9A) controls pump sequencing in response to the Milltronics ultrasonic level probe. Float switches backup the Milltronics levels and create the Hi-Hi pump down and low level alarms. Lead/Lag alternation is done in the Rugid PC or disabled by switch. Local reset is required for the over-temp alarms. Seal fail relays are in the motor control panel. Reference SII drawings S02H03. Our proposed scope of supply includes:
- a. Development of a complete set of electrical schematics, panel layout drawings, and bill of materials for all SII supplied equipment.
 - b. Factory testing of all components at our facility in Bothell, Washington.
 - c. Installation of the new panels at the site, including conduit.
 - d. All required programming including the PLC at the Remote Telemetry Unit and the Headquarters SCADA system (Wonderware and SCADAAlarm).
 - e. On-site startup, testing, & commissioning services as required.
9. Regan Road Lift Station.
This station has already been upgraded and utilizes fiber Optics communication link. No work will be done at this site under this contract.
10. 3rd Street Lift Station (Allen Creek).
The present telemetry panel is for monitoring only. Control is provided by the relay and motor starter panel in response to float switches. Lead/Lag alternation is controlled by relays. Our proposed scope of supply includes:
- a. Development of a complete set of electrical schematics, panel layout drawings, and bill of materials for all SII supplied equipment.
 - b. Factory testing of all components at our facility in Bothell, Washington.
 - c. Installation of the new panels at the site, including conduit. This site will remain on float control.
 - d. All required programming including the PLC at the Remote Telemetry Unit and the Headquarters SCADA system (Wonderware and SCADAAlarm).
 - e. On-site startup, testing, & commissioning services as required.
11. Ash Street Lift Station.
The present telemetry panel (Rugid9A) controls pump sequencing in response to the Milltronics ultrasonic level probe. Float switches backup the Milltronics levels and create the Hi-Hi pump down and low level alarms. Lead/Lag alternation is done in the Rugid PC or disabled by switch. Local reset is required for the over-temp alarms. Seal Fail Relays are in the motor power panel. Reference SII drawings S02L02. Our proposed scope of supply includes:
- a. Development of a complete set of electrical schematics, panel layout drawings, and bill of materials for all SII supplied equipment.
 - b. Factory testing of all components at our facility in Bothell, Washington.
 - c. Installation of the new panels at the site, including conduit.
 - d. All required programming including the PLC at the Remote Telemetry Unit and the Headquarters SCADA system (Wonderware and SCADAAlarm).
 - e. On-site startup, testing, & commissioning services as required.

**City of Marysville – City-Wide Wireless & Telemetry System Upgrade
Exhibit A – Scope of Services**

- 12. State Ave & 128th Storm Water Lift Station. (Already upgraded, including 3rd Party Broadband Wireless connection). Reference SII drawings S05K20. The Site will not be improved under this contract. Any additions or modifications to the City Wireless will be under separate contract.
- 13. Bailey’s Lift Station. (Private, Temporary Station). No Telemetry. Reference SII drawings S06B21. The Site will not be improved under this contract.
- 14. Marysville West Lift Station. The present telemetry panel (Rugid3) will be upgraded under a separate contract. The Site will not be improved under this contract.

TIME AND PERFORMANCE

The Consultant will coordinate with the City all site visits and will schedule all upgrade electrical work at a convenient time for both the Consultant and the City.

The Consultant shall not be held responsible for delays occasioned by factors beyond its control that could not reasonably have been foreseen at the time of the execution of the Agreement.

PAYMENT

Payment to the Consultant shall be as follows:

Invoices shall be made monthly with status report for all material purchased and services preformed. Invoices shall include sales tax. Total Payments shall be NTE \$400,000 in 2007 and \$350,000 in 2008. Payment will be made at the Consultant’s hourly billing rates shown below for all Consultants personnel working directly on the project, plus direct expenses incurred in the work. Invoices shall be the total hourly billing rates by personnel classification will be as follows:

| Work Classification | Base Cost | Overhead & Profit Mult. | Total |
|-------------------------------|------------------|------------------------------------|--------------|
| Project Manager | \$33 | 2.88 | \$95.00 / hr |
| Senior Programmer | \$33 | 2.88 | \$95.00 / hr |
| Programmer / Field Technician | \$29 | 2.93 | \$85.00 / hr |
| Fabrication Technician | \$21 | 3.09 | \$65.00 / hr |
| Computer Aided Drafter | \$21 | 3.09 | \$65.00 / hr |
| Administrative Assistant | \$15 | 3.0 | \$45.00 / hr |

Job expenses (such as mileage and meals) will be billed to the City at actual cost plus 10% to cover administration and overhead.

The City shall pay the Consultant in the amounts specified above for the services performed under this Agreement. Such payment shall constitute full and complete payment by the City under this Agreement, and shall include payment for costs, expenses, and profit.

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, AMENDING
ORDINANCE NOS. 2655, 2685 AND 2703 TO ADD PROPERTY RIGHTS TO BE
ACQUIRED FROM BETA - MARYSVILLE WAREHOUSE, L.L.C. AND MIDWAY
DEVELOPMENT, LLC TO THE PROPERTY AUTHORIZED TO BE CONDEMNED,
APPROPRIATED, TAKEN AND DAMAGED**

WHEREAS, the City Council of the City of Marysville (hereinafter the "City") finds as follows:

1. Public safety, convenience, use and necessity demand the improvement of the intersection at State Avenue and 152nd Street in conjunction with the project to widen State Avenue and construct curbs, gutters and sidewalks to meet the requirements of increased traffic.

2. By Ordinance No. 2655 passed by the City Council on July 24, 2006, amending Ordinance No. 2685 passed on February 12, 2007, and amending Ordinance No. 2703 passed June 11, 2007, the City Council approved the condemnation, appropriation, taking and damaging of lands, rights, privileges and other property for the purpose of widening State Avenue to five lanes and constructing curbs, gutters and sidewalks, from approximately 116th Street NE to approximately 152nd Street NE, and expansion of storm water detention facilities.

3. The City has conducted engineering studies and has determined that construction of the State Avenue project requires acquisition of temporary construction easements from BETA - MARYSVILLE WAREHOUSE, L.L.C. and MIDWAY DEVELOPMENT, LLC over that portion of the properties described in **EXHIBIT A** depicted by crosshatching and designated Temporary Construction Easement on **EXHIBIT B** attached hereto and incorporated herein by this reference.

4. The entire cost of the acquisitions provided by this ordinance shall be paid by the following funds of the City:

Fund No. 305 (GMA-Street)

or such other funds as may be provided by law.

5. The City has authority pursuant to RCW Chapter 8.12 to acquire, if necessary, title to real property for public purposes. The widening and improvement of State Avenue is a public purpose.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, DO ORDAIN AS FOLLOWS:

1. Ordinance Nos. 2655, 2685 and 2703 are hereby amended to add that portion of the properties described in **EXHIBIT A** depicted by crosshatching and designated "Temporary Construction Easement" on **EXHIBIT B**, to the real property the City is authorized to condemn, appropriate, take and damage in conjunction with the widening of State Avenue.

2. The use of the property depicted on **EXHIBIT B** is for a temporary construction easement for purposes of making improvements to the State Avenue / 152nd Street intersection in association with the widening of State Avenue and construction of curbs, gutters and sidewalks, which is a permanent public use and is reasonably necessary for the purposes for which it is sought.

3. All lands, rights, privileges and other property lying within the limits of the land depicted on **EXHIBIT B** required for temporary construction purposes in association with the State Avenue improvement project and the improvement of the State Avenue / 152nd Street intersection are authorized to be condemned, appropriated, taken and damaged. All lands, rights, privileges and other properties are to be taken, damaged and appropriated only after just compensation has been made, or paid into the court for the owners thereof in the manner provided by law.

4. The cost of the acquisition provided for by this ordinance shall be paid by the following funds of the City:

Fund No. 305 (GMA-Street)

or such other funds as may be provided by law.

5. The City's attorneys should be and hereby are authorized and directed to begin and prosecute the actions and proceedings in a manner provided by law to carry out the provisions of this ordinance, and to enter into settlements to mitigate damages.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2007.

CITY OF MARYSVILLE

By _____
DENNIS L. KENDALL, Mayor

ATTEST:

By _____
Clerk

Approved as to form:

By _____
GRANT K. WEED, City Attorney

Date of Publication: _____

Effective Date (5 days after publication): _____

EXHIBIT A

BETA - MARYSVILLE WAREHOUSE, L.L.C. PROPERTY

All that portion of the North half of the North half of the Southeast quarter of the Northeast quarter of Section 32, Township 31 North, Range 5 East, W.M., lying Easterly of Primary State Highway No. 1, as conveyed to State of Washington by deed recorded under Auditor's File No. 1209439, EXCEPT the East 30 feet thereof conveyed to Snohomish County by deed recorded under Auditor's File No. 192727; and EXCEPT the West 20 feet of the East 50 feet conveyed to Snohomish County by deed recorded under Auditor's File No. 7907250289.

Situate in the County of Snohomish, State of Washington.

TAX PARCEL NO. 310532-001-015-00

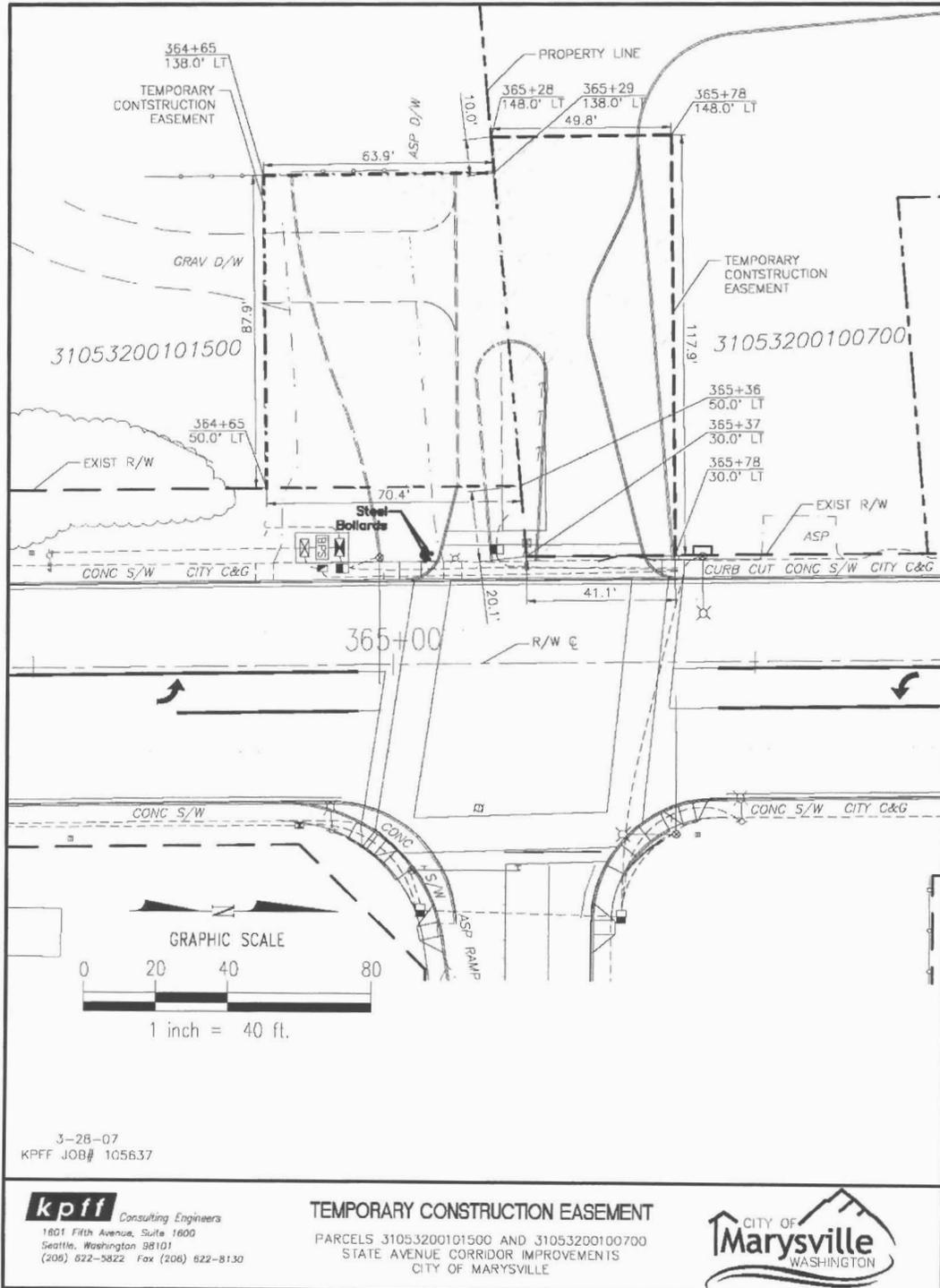
MIDWAY DEVELOPMENT, LLC PROPERTY

That portion of the South half of the South half of the Northeast quarter of the Northeast quarter of Section 32, Township 31 North, Range 5 East, W.M., in Snohomish County, Washington, lying Easterly of State Route 5; EXCEPT the North 48 feet; AND EXCEPT State Road on the East;

AND EXCEPT Beginning at the Northeast corner of said South half of the South half of said Subdivision; Thence West along the North line thereof to the West line of said State Road; Thence South along said West line 48 feet to the True Point of Beginning; Thence continuing along said West Highway line 180 feet; Thence West 100 feet; Thence North parallel to said West Highway line 180 feet; Thence East 100 feet to the True Point of Beginning.

TAX PARCEL NO. 310532-001-007-00

EXHIBIT B TEMPORARY CONSTRUCTION EASEMENT



CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 9, 2007

| | | |
|--|----------------------------|---------------------------------|
| AGENDA ITEM: Payroll | AGENDA SECTION: | |
| PREPARED BY: Sandy Langdon, Finance Director | AGENDA NUMBER: | |
| ATTACHMENTS: Blanket Certification | APPROVED BY: | |
| | MAYOR <i>DZK</i> | CAO <i>DZK for MS</i> |
| BUDGET CODE: | AMOUNT: | |

Please see attached.

| |
|--|
| RECOMMENDED ACTION: The Finance and Executive Departments recommend City Council approve the June 20, 2007 payroll in the amount \$654,941.18 Check No.'s 18034 through 18115 with Check No. 15873 voided. |
| COUNCIL ACTION: |

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 9, 2007

| | | |
|---|---|-----|
| AGENDA ITEM: Project Acceptance: Jennings Park Irrigation System Installation | AGENDA SECTION: | |
| PREPARED BY: Jim Ballew – Director of Parks and Recreation | AGENDA NUMBER: | |
| ATTACHMENTS: | APPROVED BY: J. Ballew | |
| | MAYOR | CAO |
| BUDGET CODE: 31000076.563000 P0404 Jennings Irrigation /West 31000076.563000 P0702 Jennings Irrigation/East | AMOUNT: \$38,000 \$39,800 Total \$77,800 | |

Summary:

The City Council approved award of the Jennings Irrigation System Installation contract to Burke-Darrow of Bothell, WA on May 14, 2007 in the amount of \$70,991.55 including State Sales Tax.

Burke-Darrow Inc completed the work for this project on June 14, 2007 at a total cost of \$73,459.64 which is \$4,340.36 below the project budget.

The work performed by Burke-Darrow has been inspected and operated by staff and is found to be physically complete in accordance with the approved design and specifications.

Recommended Action:

Staff recommends project acceptance of the Jennings Irrigation System Installation project to start the 45-day lien filing period for project closeout.

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 9, 2007

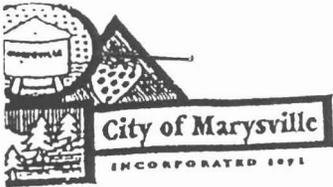
| | | |
|---|--|-----|
| AGENDA ITEM: Approval of New For-Hire Business to Operate in Marysville | AGENDA SECTION: Consent | |
| PREPARED BY: Lillie Lein, Deputy City Clerk | AGENDA NUMBER: | |
| ATTACHMENTS: 1. Copy of For-Hire Business License Application 2. MMC 5.24 "For Hire Vehicles" | APPROVED BY:  | |
| | MAYOR | CAO |
| BUDGET CODE: | AMOUNT: | |

Eagle Taxi has submitted an application to operate a "For-Hire" Taxi business in Marysville initially consisting of one (1) for-hire taxi vehicle. City Staff has determined that all required information has been submitted in its entirety and to the satisfaction of the Community Development Department. Currently, there are four (4) For-Hire businesses licensed and operating in the City of Marysville: *AAA Taxi*, *North City Taxi*, *Yellow Cab of Marysville* and *Yellow Cab of Washington*.

RECOMMENDED ACTION:

City Staff recommends City Council approve the application for *Eagle Taxi* to operate a For-Hire business in Marysville.

COUNCIL ACTION:



Application for a Taxi-Cab Business License

New YES Renewal Fee \$ 20.00

NAME JOSE JESUS GOMEZ DATE 05-28-07

HOME ADDRESS 1249 CEDAR AVE MARYSVILLE WA 98270 HOME PHONE 425 7912983
ASSUMED NAMES OR ALIASES

BUSINESS NAME EAGLE TAXI ADDRESS 1190155th AVE #8A NE Marysville WA 98271
BUSINESS PHONE 360 6311611 TYPE: INDIVIDUAL PARTNERSHIP CORPORATION

OWNERSHIP SHARE OF BUSINESS OR NUMBER OF CORPORATE SHARES HELD:

PRINCIPAL OCCUPATION CAB DRIVER LENGTH OF RESIDENCE IN CITY YES

IF RESIDENCE LESS THAN 5 YEARS, LIST PREVIOUS ADDRESSES

- 1. 12470 19th AVE N #118
- 2. PHOENIX AZ 85029
- 3. 6529 61st NE Marysville WA 98270
- 4. 1190155th AVE #8A NE Marysville WA 98271

HAVE YOU EVER BEEN CONVICTED OF A CRIME? NO HAVE YOU EVER FORFEITED

BAIL? NO IF SO, GIVE FULL DETAILS (DATES, CHARGES AND COURTS, INCLUDING FINAL DISPOSITION OF CASES)

SEX M BIRTHDATE 06-26-78 BIRTHPLACE MEXICO

HAIR BR EYES BRN WEIGHT 200 HEIGHT 5-04

SOC. SEC. # [REDACTED] DRIVER'S LICENSE # [REDACTED]

HAVE YOU EVER BEEN LICENSED TO DRIVE A "FOR-HIRE" VEHICLE? YES

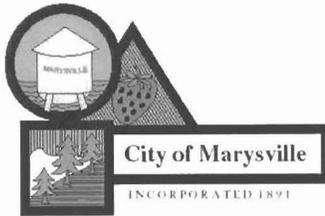
WHERE? MARYSVILLE WA

EXPLAIN YOUR EXPERIENCE

HAS YOUR DRIVER'S LICENSE EVER BEEN REVOKED OR SUSPENDED? NO IF YES, FOR WHAT REASON

SIGNATURE OF APPLICANT: JOSE JESUS GOMEZ DATE 05-28-07

Police Dept. Approved Denied Initials



Chapter 5.24 FOR-HIRE VEHICLES

Sections:

- 5.24.010 Definitions.
- 5.24.020 For-hire vehicle license required.
- 5.24.030 For-hire vehicle license application.
- 5.24.040 Criminal record.
- 5.24.050 Liability insurance.
- 5.24.060 Issuance of for-hire vehicle license.
- 5.24.070 License fees.
- 5.24.080 Driver's permit – Required.
- 5.24.090 Driver's permit – Application.
- 5.24.100 Issuance of driver's permit.
- 5.24.110 Driver's permit – Display.
- 5.24.120 Vehicle equipment.
- 5.24.130 Vehicle markings.
- 5.24.140 Rate schedule.
- 5.24.150 Call record required – Inspection.
- 5.24.160 Direct route required.
- 5.24.170 Receipts.
- 5.24.180 Fraud or refusal to pay fare.
- 5.24.190 Loading and discharging passengers.
- 5.24.200 Parking restriction.
- 5.24.210 Number of passengers restricted.
- 5.24.220 Prohibited acts of drivers.
- 5.24.230 Public service requirements.
- 5.24.240 Suspension or revocation of license.
- 5.24.250 Violation – Penalty.

5.24.010 Definitions.

The following words and phrases when used in this chapter have the meanings as set out in this section:

(1) "Convalescent coaches" means motor vehicles for hire designed for the transportation of handicapped persons who by reason of physical or mental infirmity may not be conveniently transported on public mass transportation vehicles or in taxicabs or who cannot drive their own automobile. The patients transported by such vehicles shall be limited to the following classes of patients:

- (a) Patients transported by wheel chair must be able to get into the chair with the help of one person;
- (b) Patients must be stable and able to take care of themselves;

(c) Patients must not be incapacitated by medication nor need oxygen or aid en route;

(d) Litter patient may be transported if he meets requirements specified in paragraphs (b) and (c) of this subsection.

(2) "For-hire vehicle" means and includes every motor vehicle used for the transportation of passengers for hire, and not operated exclusively over a fixed and defined route. This term shall also include motor vehicles designated as "taxicabs" and "convalescent coaches."

(3) "Manifest" means a daily record prepared by a taxicab driver of all trips made by said driver showing time and place of origin, destination, number of passengers and the amount of the fare of each trip.

(4) "Person" includes an individual, a corporation or other legal entity, a partnership and any unincorporated association.

(5) "Rate card" means a card issued by the city clerk for display in each taxicab which contains the rates of fare then in force.

(6) "Waiting time" means the time when a vehicle for hire is not in motion from the time of acceptance of a passenger or passengers to the time of discharge, but does not include any time that the taxicab is not in motion if due to any cause other than the request, act or default of a passenger or passengers. (Ord. 1143 § 2, 1980).

5.24.020 For-hire vehicle license required.

It is unlawful to operate any motor vehicle for hire, including taxicabs and convalescent coaches, over or upon or along any of the streets or alleys of the city without having procured a for-hire vehicle license from the city clerk. (Ord. 1143 § 2, 1980).

5.24.030 For-hire vehicle license application.

Applicants for for-hire vehicle licenses shall furnish the following information:

(1) The financial status of the applicant including the amounts of all unpaid judgments against the applicant and the nature of the transaction or acts giving rise to said judgments;

(2) The experience of the applicant in the transportation of passengers;

(3) Any facts which establish that public convenience and necessity require the granting of the license;

(4) The number of vehicles to be operated or controlled by the applicant and the location of proposed depots and terminals;

(5) For each for-hire vehicle, the company vehicle number therefor, the make, model and identifying color scheme, monogram or insignia, and serial number of the vehicle;

(6) If the applicant is a corporation, it shall accompany the application with a list of the names and addresses of all officers, directors and stockholders;

(7) The criminal record for the past five years relating to crimes of moral turpitude and fraud, for each and every owner or manager of the business;

(8) Such further information as the city clerk may require. (Ord. 1143 § 2, 1980).

5.24.040 Criminal record.

No for-hire vehicle license shall be issued if the applicant, owner or manager of the business has been convicted of a crime of moral turpitude, or one involving intent to defraud, within the preceding five years. (Ord. 1143 § 2, 1980).

5.24.050 Liability insurance.

(1) Every applicant shall file with the city clerk proof of a current and subsisting policy or policies of public liability insurance, approved as to sufficiency by the city clerk, and as to form by the city attorney, issued by an insurance company or companies authorized to do business in the state, providing liability insurance coverage for each and every vehicle for hire owned, operated and/or leased by the applicant. Such insurance shall be in the sum of \$100,000 for the injury or death of one person, or \$300,000 for the injury or death of more than one person in any one accident, and \$50,000 for property damage.

(2) Every such policy of insurance shall continue to the full amount thereof notwithstanding any recovery thereon and shall provide that the liability of the insurer shall not be affected by the insolvency or bankruptcy of the insured. The policy shall be for the benefit of any and all judgment creditors. Each insurance policy required hereunder shall extend for the period covered by the license applied for and the insurer shall be obliged to give not less than 10 days' written notice to the city clerk in the event of any change or cancellation. (Ord. 1143 § 2, 1980).

5.24.060 Issuance of for-hire vehicle license.

(1) If the city clerk finds that an application for a for-hire vehicle license meets all of the requirements of this chapter, said application shall be submitted to the city council for final determination. Within 30 days thereafter the city council shall set a date for consideration of said application and shall notify the applicant of said date.

(2) The city council shall issue a for-hire vehicle license to the applicant only upon an affirmative finding of the following facts:

(a) That the applicant is fit, willing and able to perform public transportation services for the benefit of the citizens of Marysville, and to conform to the provisions of this chapter;

(b) That for-hire vehicle service of the size and description proposed by the applicant is required for public convenience and necessity;

(c) That additional for-hire vehicles in the city will create no adverse environmental or economic impacts. (Ord. 1143 § 2, 1980).

5.24.070 License fees.

(1) The license fees are fixed in the amounts shown in the following schedule:

(a) For-hire vehicle license: \$20.00 per year for each business;

(b) Driver's permit: \$40.00 for initial permit and \$25.00 for renewal of permit.

(2) All fees shall be payable annually in advance and no pro-rated fee shall be allowed. (Ord. 1556, 1987; Ord. 1482 § 1, 1986; Ord. 1143 § 2, 1980).

5.24.080 Driver's permit – Required.

No person shall operate a motor vehicle for hire on the streets of the city and no person who owns or controls such vehicle for hire shall permit it to be so driven and no vehicle licensed by the city shall be so driven at any time for hire unless the driver of said vehicle shall have first obtained and shall have then in force a for-hire driver's permit issued under the provisions of this chapter. (Ord. 1143 § 2, 1980).

5.24.090 Driver's permit – Application.

An application for a for-hire driver's permit shall be filed with the city clerk on forms provided by the city. Such application shall be sworn to by the applicant and shall contain the following information:

(1) Names and addresses of four residents of the city who have known the applicant for a period of one year and who will vouch for the sobriety, honesty and general good character of the applicant;

- (2) The experience of the applicant in the transportation of passengers;
- (3) A concise history of his employment for the past five years;
- (4) A picture of the applicant;
- (5) Proof of the applicant's current status as a licensed driver in the state of Washington;
- (6) The applicant's driving record for the past five years;
- (7) The applicant's criminal record for the past five years, relating to abuse of alcohol and/or drugs, and crimes of moral turpitude and fraud. (Ord. 1143 § 2, 1980).

5.24.100 Issuance of driver's permit.

(1) No driver's permit shall be issued if the applicant has been convicted of a crime relating to the use of alcohol and/or drugs, or a crime of moral turpitude or fraud within the preceding five years.

(2) No driver's permit shall be issued without approval of the chief of police.

(3) Upon finding that an applicant for a driver's permit meets the requirements of this chapter, the city clerk shall issue such a permit, which shall bear the name, address, age, signature and photograph of the applicant. Such a permit shall be in effect for the remainder of the calendar year and shall be subject to annual renewal. (Ord. 1143 § 2, 1980).

5.24.110 Driver's permit – Display.

Every driver licensed under this chapter shall post his driver's permit in such a place as to be in full view of all passengers while such driver is operating a vehicle for hire. (Ord. 1143 § 2, 1980).

5.24.120 Vehicle equipment.

Each vehicle for hire shall be equipped and maintained at all times by the operator thereof for safe and lawful operation and in accordance with the laws of the city and the state and shall be furnished with such equipment as the chief of police shall deem necessary for such safe operation. Any vehicle for hire may be inspected at any reasonable time by the chief of police or his representative. The chief of police shall, on application, and may periodically inspect each vehicle as to safety and cleanliness. (Ord. 1143 § 2, 1980).

5.24.130 Vehicle markings.

Each vehicle licensed shall have the word "taxicab," "convalescent coach," or other appropriate descriptive term painted in letters at least three inches high on both sides of the vehicle directly under the true or assumed name listed thereon. Each vehicle licensed shall have the company vehicle numbers painted on all four sides of the vehicle not less than four inches high. Words that might tend to deceive the public may not be used on any vehicle licensed under this chapter. No vehicle covered by the terms of this chapter shall be licensed which has a color scheme, identifying design, monogram or insignia design to imitate any color scheme or identifying design of any other operator in such a manner as to be misleading or deceiving to the public. (Ord. 1143 § 2, 1980).

5.24.140 Rate schedule.

Every person, firm or corporation operating a for-hire vehicle in the city shall file with the city clerk the schedule of rates to be charged for the operation of their vehicle within the city limits. It is unlawful for any person, firm or corporation to make any other charges, either more or less, for the services rendered by such

person, firm or corporation than as set forth in the rate schedule. Such person, firm or corporation shall further cause to be posted in every vehicle a card containing a schedule of the rates. The card shall be posted in a prominent place in the vehicle and the chief of police shall have the power in his discretion to designate the place of posting in the vehicle and the size of the card; provided, that the filed rates shall not be changed until the proposed changes in rates are filed with the city clerk for a period of 30 days. (Ord. 1143 § 2, 1980).

5.24.150 Call record required – Inspection.

For-hire vehicle businesses shall keep at their business offices a chronological record showing each call for service which is ordered or made, and the name of the driver who responded thereto, the number of the vehicle, the time and place of the origin and of the end of each vehicle trip, and the fee charged, and shall upon request of any person paying a vehicle charge, furnish a receipt showing such information. Such records shall at all reasonable times be open to the inspection of the city clerk or chief of police or the agents of either. (Ord. 1143 § 2, 1980).

5.24.160 Direct route required.

Any driver of a vehicle for hire employed to carry passengers to a definite point shall take the most direct route possible that will carry the passengers safely and expeditiously to their destination. (Ord. 1143 § 2, 1980).

5.24.170 Receipts.

The driver of any vehicle for hire shall upon demand by the passenger render to such passenger a receipt of the amount charged, either by a mechanically printed receipt or by a specially prepared receipt on which shall be the name of the owner, license number or motor number, amount of charge and date of transaction. (Ord. 1143 § 2, 1980).

5.24.180 Fraud or refusal to pay fare.

It is unlawful for any person to refuse to pay the legal fare of any of the vehicles mentioned in this chapter after having hired the same and it is unlawful for any person to hire any vehicle herein defined with intent to defraud the person from whom it is hired of the value of such service. (Ord. 1143 § 2, 1980).

5.24.190 Loading and discharging passengers.

Drivers of for-hire vehicles shall not receive or discharge passengers in the roadway, but shall pull up to the right-hand sidewalk as nearly as possible or in the absence of a sidewalk, to the extreme right-hand side of the road and there receive or discharge passengers, except on one-way streets where passengers may be discharged on the right or left-hand sidewalk, or the side of the roadway in the absence of a sidewalk. (Ord. 1143 § 2, 1980).

5.24.200 Parking restriction.

No person or business entity holding a for-hire vehicle license shall allow, cause or permit more than two for-hire vehicles owned or controlled by it to be parked, unmanned, on the public streets of the city at any given time. (Ord. 1143 § 2, 1980).

5.24.210 Number of passengers restricted.

No driver shall permit more persons to be carried in a vehicle for hire as passengers than the rated seating capacity of his vehicle as stated in the license

for said vehicle. A child in arms shall not be counted as a passenger. (Ord. 1143 § 2, 1980).

5.24.220 Prohibited acts of drivers.

It is unlawful for any driver of a for-hire vehicle to engage in selling intoxicating liquor or controlled substances, or to solicit business for any house of ill repute, or use his vehicle for any purpose other than the transporting of passengers. (Ord. 1143 § 2, 1980).

5.24.230 Public service requirements.

All persons engaged in the vehicle for hire business in the city operating under the provisions of this chapter shall render an overall service to the public desiring to use their vehicles for hire. Holders of licenses shall maintain a place of business and keep the same open for 24 hours a day for the purpose of receiving calls and dispatching vehicles. They shall answer all calls received by them for services inside the corporate limits of the city as soon as they can do so, and if said services cannot be rendered within a reasonable time, they shall then notify the prospective passengers how long it will be before the said call can be answered and give the reason therefor. (Ord. 1143 § 2, 1980).

5.24.240 Suspension or revocation of license.

The city council may revoke or suspend any vehicle for hire driver's license or any driver's permit on the following grounds:

(1) A driver's conviction in any court of reckless driving, driving while under the influence of intoxicating liquor and/or drugs, or a judicial finding that a driver is a habitual traffic offender;

(2) A conviction of a driver, or an owner, operator or manager of a for-hire vehicle business, of a crime of moral turpitude or one involving intent to defraud;

(3) The charging of passengers more than the maximum fares provided for herein;

(4) The failure or refusal to provide overall service to the public, without cause. (Ord. 1143 § 2, 1980).

5.24.250 Violation – Penalty.

Any person willfully violating any provision of this chapter shall be guilty of a misdemeanor and shall be punished by a fine not to exceed \$500.00 or by imprisonment in jail for not more than six months, or by both such fine and imprisonment. Each day in which the violation continues shall constitute a separate offense. (Ord. 1143 § 2, 1980).



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E-mail Code Publishing

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 9, 2007

| | | |
|---|------------------------|-----|
| AGENDA ITEM: Professional Services Agreement with CH2MHill | AGENDA SECTION: | |
| PREPARED BY: Doug Byde, Water Quality Manager | AGENDA NUMBER: | |
| ATTACHMENTS: | APPROVED BY: | |
| | MAYOR | CAO |
| BUDGET CODE: 40142480.548000 MO741 (Budgeted Amount \$100,000) | AMOUNT: \$99,685.00 | |

Money was budgeted in 2007 to hire an outside engineering firm to do an alum/ammonia study for the wastewater treatment plant. The purpose of the study is to do an efficiency analysis of the current aluminum sulfate (alum) costs associated with daily operation of the treatment plant sand filters, and to look at possible options for ammonia removal, that would allow us to send additional effluent flow to Steamboat Slough during high river flow periods, reducing costs associated with sending flows above 6.6 MGD to the City of Everett.

Three consultant interviews were conducted and CH2MHill has been chosen to perform the study. They have prepared a scope of work, and will begin work on the project as soon as the Professional Services Agreement has been signed by the Mayor.

RECOMMENDED ACTION:

Public Works Staff recommends City Council authorize the Mayor to sign the Professional Services Agreement with CH2MHill in an amount of \$99,685.00.

COUNCIL ACTION:

Wastewater Process Improvements Feasibility Study

City of Marysville, WA

Scope of Work

Date: May 31, 2007

Purpose

The purpose of the project is to assist the Public Works Department of the City of Marysville, Washington (City) evaluate their wastewater treatment system to identify potential improvements to address the predicted future limitations in discharge options due to ammonia in the wastewater treatment plant effluent. The goal for this effort is to allow the City to maintain their current high river flow discharge (November – June) to Steamboat Slough at Outfall #001 even when the flow exceeds 6.6 MGD. This will allow the City to avoid paying the City of Everett for discharge through the Port Gardner Bay Outfall #100 which is owned Kimberly Clark.

In addition to assess the discharge requirements, the City would like to assess potential improvements to address the current usage of alum in the filtration process at the wastewater treatment plant. The goal of the assessment is to reduce the chemical usage to efficient levels such that the annual operations costs are controlled.

Overview

The proposed scope of work will be conducted and refined through a series of work tasks. The following tasks listed provide an overview of the work to be conducted. Each of these work tasks are further defined in the following sections, along with assumption, and identification of work products.

- Task 1 – Data Gathering and Project Definition
- Task 2 – Assessment of Existing Treatment and Operations
- Task 3 – Development of Process Improvement Alternatives
- Task 4 – Development of Preliminary Process Improvement Costs
- Task 5 – Preparation of Engineering Report
- Task 6 – Additional Technical Support (As Requested)

The work tasks listed above will develop a collaborative, defensible evaluation of potential treatment alternatives to address the identified issues associated with the ammonia levels in the discharge effluent and the alum usage for the current treatment processes and their associated cost.

Specific Work Tasks

Task 1 - Data Gathering and Project Definition Workshop

Work Activities: The Consultant will identify and request from the City information that will be used to assess the current wastewater treatment plant operation and performance. Anticipated plant information includes the following:

- Past two years of plant operating data, furnished in Microsoft Excel® electronic format
- Confirm that the version of the NPDES permit we already have is the current version. Share any proposed NPDES permit modifications that are currently in the planning stages.
- Appropriate as-built construction drawings for treatment facilities. Electronic files for these facilities are preferable, if available.
- Previous facility plans, engineering reports, and studies relating to the WWTP.

The Consultant will also attend one working session with the City operations staff to discuss the WWTP operation and performance. The primary purpose of this meeting is to make sure we fully understand the issues that the operators are facing. This will allow us to better define the project issues and goals, and constraints and allow us to together better define the project.

The meeting will be used to gain endorsement of City and Consultant staff regarding project contents and frame the decisions that are necessary to guide the development of the Project. During the initial meeting, City's input will be sought to clearly establish aspects of the project that are of overarching importance, City's perceptions on quality, and particular risks faced by the project team. Specific quality metrics will also be established.

Assumptions: All received data will be used only as appropriate for the project. Additional data requests will be made to the City in writing within two weeks of receiving Notice to Proceed. Consultant will reasonably rely upon the accuracy and completeness of the information provided by City. A four-hour workshop will be attended by Consultant staff: Ron Brown and Elizabeth Hill.

City to Provide: The City will provide data requested within approximately two weeks of receiving the written request. Data requested will be submitted to the Consultant in electronic format to the greatest extent possible. Key staff will participate in initial project meeting.

Work Product: Memorandum submitting data and information requests. Meeting agenda and meeting minutes from workshop, (electronic format prepared by Consultant, hardcopy printouts of results).

Task 2 – Assessment of Existing Treatment and Operations

Work Activities: The Consultant will conduct a “desktop” evaluation of the existing wastewater treatment system using the data collected under Task 1 and based on input from City staff. The desktop analysis will be conducted for the purposes of assessing the current

performance of the existing treatment system, identifying potential “non-typical” process performance areas where potential improvements may enhance the current process performance, and to establish a process baseline for the addition of potential facility improvements to address the effluent and annual cost goals and objectives established for the project. The desktop analysis will consist of the following activities:

- Perform Process/Engineering Calculations
- Analyze Historical Data
- Assess Equipment/Facility Condition
- Review Operations with Staff

The desktop analysis provides important insights into both the constraints and optimization opportunities available with an existing wastewater treatment plant.

As part of the development of the desktop analysis, the Consultant will conduct a series of two-hour site visits of the existing wastewater treatment plant with plant staff to obtain data, understand current operations and facility limitations, and assess the condition of the existing facilities. Corresponding to the site visits will be a working meeting with staff to develop the project improvements.

Assumptions: The desktop analysis will be based on industry and Ecology standards for the treatment systems employed by the City of Marysville. Detailed computer analysis or process kinetic analysis will not be performed. Site visits and working meetings will be limited to not greater than three 2-hour visits. A maximum of three Consultant staff will attend each site visit/working meeting.

City to Provide: Provide access to the WWTP and make staff available for meeting during the site visit. City staff will provide informational data as requested by the Consultant and identify other relevant information associated with the scope of work.

Work Products: Technical memorandum summarizing the results of the desktop analysis and site visits.

Task 3 – Development of Process Improvement Alternatives

Work Activities: The Consultant will identify and develop preliminary criteria for potential improvement alternatives to address the goals and objectives defined jointly by City staff and the Consultant during the initial project team meeting described in Task 1.

The Consultant will develop descriptions of the proposed improvements, advantages and disadvantages for these improvements, define typical performance, and typical O&M activities associated with the improvements.

Assumptions: Proposed process improvement alternatives will include preparation of one-page summaries, and tabular statements of advantages and disadvantages. In addition, the one page summaries will include, as appropriate, the following:

- Process Flow Diagrams with preliminary design criteria.
- Process narratives for each unit process, including key elements, performance and expected reliability, and related facility assumptions.

- Preliminary size requirements for major equipment.
- Preliminary sketch of proposed facility with process equipment footprints, and building structure concepts.

Work Products: One page summaries for each process improvement summarizing the items listed in the work activities.

Task 4 – Development of Preliminary Process Improvement Costs

Work Activities: The Consultant will prepare the preliminary cost estimate for the recommended treatment process improvements. The preliminary costs estimates will be an order-of-magnitude level estimate with an accuracy of +50% and -30%.

Assumptions: The cost estimate will include a list of the assumptions that were used to generate the cost estimate.

Work Products: Table of data presenting the preliminary cost estimate including construction costs, project capital costs, estimated annual costs, and present worth costs for each improvement alternative.

Task 5 – Preparation of Engineering Report

Work Activities: The Consultant will prepare an engineering report documenting the results of the evaluation process, outcome of the workshops, and proposed recommendations. The engineering report will summarize the goals and objectives, design criteria, improvement alternatives, preliminary costs, and decisions made during this work task. Cost and cost/benefit will be presented and discussed. The recommended improvements will be presented.

Assumptions: The engineering report will be a comb bound document that will be approximately 50-pages of text plus supporting figures, tables, and manufacturer's equipment data information. .

City to Provide: Provide review comments of draft deliverable.

Work Products: Five (5) copies of the draft and final engineering report.

Task 6 – Additional Technical Support (As Requested)

A contingency fund has been established to cover activities that are related to this project but may not be captured specifically in a task as outlined above. These activities may include additional technical support as requested and authorized by City staff related to the wastewater treatment facilities. Use of this contingency allowance is at the sole discretion of the City as communicated by email to the Consultant by the City's project manager.

Work Activities: The Consultant will conduct additional scope of work tasks as defined and directed by the City staff.

Assumptions: An allowance for consultant staff of 40 hours is allocated to this task.

City to Provide: Provide written authorization in email to the Consultant to proceed with specific work authorized in this task.

Work Product: As defined in the additional work authorization.

Schedule

The preliminary project schedule for completion of the identified tasks will span over a nine (9) months duration. A detail project schedule with milestone dates and proposed interim deliverables will be developed after conducting the initial meeting with City staff to further define the project and its components.

Scope of Work

Date: May 31, 2007

Purpose

The purpose of the project is to assist the Public Works Department of the City of Marysville, Washington (City) evaluate their wastewater treatment system to identify potential improvements to address the predicted future limitations in discharge options due to ammonia in the wastewater treatment plant effluent. The goal for this effort is to allow the City to maintain their current high river flow discharge (November – June) to Steamboat Slough at Outfall #001 even when the flow exceeds 6.6 MGD. This will allow the City to avoid paying the City of Everett for discharge through the Port Gardner Bay Outfall #100 which is owned Kimberly Clark.

In addition to assess the discharge requirements, the City would like to assess potential improvements to address the current usage of alum in the filtration process at the wastewater treatment plant. The goal of the assessment is to reduce the chemical usage to efficient levels such that the annual operations costs are controlled.

Overview

The proposed scope of work will be conducted and refined through a series of work tasks. The following tasks listed provide an overview of the work to be conducted. Each of these work tasks are further defined in the following sections, along with assumption, and identification of work products.

- Task 1 – Data Gathering and Project Definition
- Task 2 – Assessment of Existing Treatment and Operations
- Task 3 – Development of Process Improvement Alternatives
- Task 4 – Development of Preliminary Process Improvement Costs
- Task 5 – Preparation of Engineering Report
- Task 6 – Additional Technical Support (As Requested)

The work tasks listed above will develop a collaborative, defensible evaluation of potential treatment alternatives to address the identified issues associated with the ammonia levels in the discharge effluent and the alum usage for the current treatment processes and their associated cost.

Specific Work Tasks

Task 1 - Data Gathering and Project Definition Workshop

Work Activities: The Consultant will identify and request from the City information that will be used to assess the current wastewater treatment plant operation and performance. Anticipated plant information includes the following:

- Past two years of plant operating data, furnished in Microsoft Excel® electronic format
- Confirm that the version of the NPDES permit we already have is the current version. Share any proposed NPDES permit modifications that are currently in the planning stages.
- Appropriate as-built construction drawings for treatment facilities. Electronic files for these facilities are preferable, if available.
- Previous facility plans, engineering reports, and studies relating to the WWTP.

The Consultant will also attend one working session with the City operations staff to discuss the WWTP operation and performance. The primary purpose of this meeting is to make sure we fully understand the issues that the operators are facing. This will allow us to better define the project issues and goals, and constraints and allow us to together better define the project.

The meeting will be used to gain endorsement of City and Consultant staff regarding project contents and frame the decisions that are necessary to guide the development of the Project. During the initial meeting, City's input will be sought to clearly establish aspects of the project that are of overarching importance, City's perceptions on quality, and particular risks faced by the project team. Specific quality metrics will also be established.

Assumptions: All received data will be used only as appropriate for the project. Additional data requests will be made to the City in writing within two weeks of receiving Notice to Proceed. Consultant will reasonably rely upon the accuracy and completeness of the information provided by City. A four-hour workshop will be attended by Consultant staff: Ron Brown and Elizabeth Hill.

City to Provide: The City will provide data requested within approximately two weeks of receiving the written request. Data requested will be submitted to the Consultant in electronic format to the greatest extent possible. Key staff will participate in initial project meeting.

Work Product: Memorandum submitting data and information requests. Meeting agenda and meeting minutes from workshop, (electronic format prepared by Consultant, hardcopy printouts of results).

Task 2 – Assessment of Existing Treatment and Operations

Work Activities: The Consultant will conduct a “desktop” evaluation of the existing wastewater treatment system using the data collected under Task 1 and based on input from City staff. The desktop analysis will be conducted for the purposes of assessing the current

performance of the existing treatment system, identifying potential “non-typical” process performance areas where potential improvements may enhance the current process performance, and to establish a process baseline for the addition of potential facility improvements to address the effluent and annual cost goals and objectives established for the project. The desktop analysis will consist of the following activities:

- Perform Process/Engineering Calculations
- Analyze Historical Data
- Assess Equipment/Facility Condition
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The desktop analysis provides important insights into both the constraints and optimization opportunities available with an existing wastewater treatment plant.

As part of the development of the desktop analysis, the Consultant will conduct a series of two-hour site visits of the existing wastewater treatment plant with plant staff to obtain data, understand current operations and facility limitations, and assess the condition of the existing facilities. Corresponding to the site visits will be a working meeting with staff to develop the project improvements.

Assumptions: The desktop analysis will be based on industry and Ecology standards for the treatment systems employed by the City of Marysville. Detailed computer analysis or process kinetic analysis will not be performed. Site visits and working meetings will be limited to not greater than three 2-hour visits. A maximum of three Consultant staff will attend each site visit/working meeting.

City to Provide: Provide access to the WWTP and make staff available for meeting during the site visit. City staff will provide informational data as requested by the Consultant and identify other relevant information associated with the scope of work.

Work Products: Technical memorandum summarizing the results of the desktop analysis and site visits.

Task 3 – Development of Process Improvement Alternatives

Work Activities: The Consultant will identify and develop preliminary criteria for potential improvement alternatives to address the goals and objectives defined jointly by City staff and the Consultant during the initial project team meeting described in Task 1.

The Consultant will develop descriptions of the proposed improvements, advantages and disadvantages for these improvements, define typical performance, and typical O&M activities associated with the improvements.

Assumptions: Proposed process improvement alternatives will include preparation of one-page summaries, and tabular statements of advantages and disadvantages. In addition, the one page summaries will include, as appropriate, the following:

- Process Flow Diagrams with preliminary design criteria.
- Process narratives for each unit process, including key elements, performance and expected reliability, and related facility assumptions.

- Preliminary size requirements for major equipment.
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Work Products: One page summaries for each process improvement summarizing the items listed in the work activities.

Task 4 – Development of Preliminary Process Improvement Costs

Work Activities: The Consultant will prepare the preliminary cost estimate for the recommended treatment process improvements. The preliminary costs estimates will be an order-of-magnitude level estimate with an accuracy of +50% and -30%.

Assumptions: The cost estimate will include a list of the assumptions that were used to generate the cost estimate.

Work Products: Table of data presenting the preliminary cost estimate including construction costs, project capital costs, estimated annual costs, and present worth costs for each improvement alternative.

Task 5 – Preparation of Engineering Report

Work Activities: The Consultant will prepare an engineering report documenting the results of the evaluation process, outcome of the workshops, and proposed recommendations. The engineering report will summarize the goals and objectives, design criteria, improvement alternatives, preliminary costs, and decisions made during this work task. Cost and cost/benefit will be presented and discussed. The recommended improvements will be presented.

Assumptions: The engineering report will be a comb bound document that will be approximately 50-pages of text plus supporting figures, tables, and manufacturer's equipment data information. .

City to Provide: Provide review comments of draft deliverable.

Work Products: Five (5) copies of the draft and final engineering report.

Task 6 – Additional Technical Support (As Requested)

A contingency fund has been established to cover activities that are related to this project but may not be captured specifically in a task as outlined above. These activities may include additional technical support as requested and authorized by City staff related to the wastewater treatment facilities. Use of this contingency allowance is at the sole discretion of the City as communicated by email to the Consultant by the City's project manager.

Work Activities: The Consultant will conduct additional scope of work tasks as defined and directed by the City staff.

Assumptions: An allowance for consultant staff of 40 hours is allocated to this task.

City to Provide: Provide written authorization in email to the Consultant to proceed with specific work authorized in this task.

Work Product: As defined in the additional work authorization.

Schedule

The preliminary project schedule for completion of the identified tasks will span over a nine (9) months duration. A detail project schedule with milestone dates and proposed interim deliverables will be developed after conducting the initial meeting with City staff to further define the project and its components.

ATTACHMENT 1 - Billing Rate Schedule

Wastewater Process Improvements Feasibility Study City of Marysville, WA

PER DIEM BILLING RATES (2007)

| CH2M HILL Labor Code | CH2M HILL Labor Category | Billing Rate |
|-------------------------|------------------------------------|-----------------|
| Engineer 7 and Above | Project Manager / Sr. Consultant | \$211.00 |
| Engineer 6 | Principal Engineer / Scientist | \$185.00 |
| Engineer 5 | Senior Engineer / Scientist | \$160.00 |
| Engineer 4 | Project Engineer / Scientist | \$131.00 |
| Engineer 3 | Mid-Level Engineer / Scientist | \$112.00 |
| Engineer 2 | Staff Engineer / Scientist | \$98.00 |
| Engineer 1 | Junior Engineer / Scientist | \$83.00 |
| Engineer 0 | Entry Engineer / Scientist | \$71.00 |
| Technician 5 | Senior Technician | \$123.00 |
| Technician 4 | Mid-Level Technician | \$106.00 |
| Technician 3 | Staff Technician | \$96.00 |
| Technician 2 | Junior Technician | \$77.00 |
| Technician 1 | Entry Technician | \$56.00 |
| Office | Proj Acct/Proj Asst./Admin Support | \$77.00 |

1) The listed labor categories are for staff anticipated to work on the PROJECT.

ATTACHMENT 2 - Budget

**Wastewater Process Improvements Feasibility Study
City of Marysville, WA**

| Task No. | Task Description | Budget Estimate | | |
|----------|---|--------------------|-------------------|--------------------|
| | | Labor | Expenses | Total |
| 1.0 | Data Gathering and Project Definition | \$9,712.00 | \$196.35 | \$9,908.35 |
| 2.0 | Assess Existing Treatment and Operations | \$22,908.00 | \$573.30 | \$23,481.30 |
| 3.0 | Develop Process Improvement Alternatives | \$27,336.00 | \$968.10 | \$28,304.10 |
| 4.0 | Develop Preliminary Process Improvement Costs | \$13,244.00 | \$196.35 | \$13,440.35 |
| 5.0 | Prepare Engineering Report | \$17,844.00 | \$915.60 | \$18,759.60 |
| 6.0 | Additional Technical Support (As Requested) | \$5,624.00 | \$164.85 | \$5,788.85 |
| | TOTAL BUDGET | \$96,668.00 | \$3,014.55 | \$99,682.55 |

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND CH2MHILL
FOR ENGINEERING SERVICES**

COPY

THIS AGREEMENT, made and entered into in Snohomish County, Washington, by and between CITY OF MARYSVILLE, hereinafter called the "City," and CH2MHILL, a Washington corporation, hereinafter called the "Consultant."

WHEREAS, the Consultant has represented, and by entering into this Agreement now represents, that the firm and all employees assigned to work on any City 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.

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

ARTICLE I. PURPOSE

The purpose of this agreement is to provide the City with engineering services to

study ammonia and alum as described in Article II. The general terms and conditions of relationships between the City and the Consultant are specified in this agreement.

ARTICLE II. SCOPE OF WORK

The scope of work is set out in the attached estimate of Professional Services for the Sand Filtration/Chemical Use Study (M0741) Project, hereinafter referred to as the "scope of services," **Exhibit A**. All services and materials necessary to

accomplish the tasks outlined in **Exhibit A** shall be provided by the Consultant unless noted otherwise in the scope of services or this agreement.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 **MINOR CHANGES IN SCOPE.** The Consultant shall accept minor changes, amendments, or revision in the detail of the work as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the scope of work in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 **WORK PRODUCT AND DOCUMENTS.** The work product and all documents listed in the scope of services shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this agreement or in the event that this contract shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work done to date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this contract. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of these documents or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 **TIME OF PERFORMANCE.** The Consultant shall be authorized to begin work under the terms of this agreement upon signing of both the scope of services and this agreement and shall complete the work by April 30, 2008, unless a mutual

written agreement is signed to change the schedule. An extension of the time for completion may be given by the City due to conditions not expected or anticipated at the time of execution of this agreement.

III.4 **NONASSIGNABLE.** The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 **EMPLOYMENT.** Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

III.6 **INDEMNITY.**

a. The Engineer will at all times indemnify and hold harmless and defend the City, its elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of the Engineer in performance of Engineer's professional services under this agreement. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by the City, the Engineer or other person and all property owned or claimed by the City, the Engineer, or affiliate of the Engineer, or any other person.

b. Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then, in the event of liability for damaging arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Engineer and the City, its members, officers, employees and agents, the Engineer's liability to the City, by way of indemnification, shall be only to the extent of the Engineer's negligence.

c. The provisions of this section shall survive the

expiration or termination of this agreement.

III.7 **INSURANCE.**

a. **Minimum Limits of Insurance.** The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage to be kept in force continuously during this agreement, and during all work performed pursuant to all short form agreements, in a form acceptable to the City. Said certificates shall name the City as an additional named insured with respect to all coverages except professional liability insurance. The minimum insurance requirements shall be as follows:

(1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; damage, \$2,000,000 general aggregate;

(2) Automobile Liability. \$300,000 combined single limit per accident for bodily injury and property damage;

(3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington;

(4) Consultant's Errors and Omissions Liability. \$1,000,000 per occurrence and as an annual aggregate.

b. **Endorsement.** Each insurance policy shall be endorsed to state that coverage shall not be suspended, voiced, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

c. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with a Bests rating of no less than A:VII, or if not rated by Bests, with minimum surpluses the equivalent of Bests' VII rating.

d. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current.

III.8 **DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, age or handicap except for a bona fide occupational

qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.9 **UNFAIR EMPLOYMENT PRACTICES.** During the performance of this agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 **AFFIRMATIVE ACTION.** Affirmative action shall be implemented by the Consultant to ensure that applicants for employment and all employees are treated without regard to race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap, unless based on a bona fide occupational qualification. The Consultant agrees to take affirmative action to ensure that all of its employees and agent adhere to this provision.

III.11 **LEGAL RELATIONS.** The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This contract shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.

III.12 **INDEPENDENT CONTRACTOR.** The Consultant's relation to the City shall at all times be as an independent contractor.

III.13 **CONFLICTS OF INTEREST.** While this is a non-exclusive agreement the Consultant agrees to and will notify the City of any potential conflicts of interest in Consultant's client base and will seek and obtain written permission from the City prior to providing services to third parties where a conflict of interest is apparent. If a conflict is irreconcilable, the City reserves the right to terminate this agreement.

III.14 **CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 **PAYMENTS.** The Consultant shall be paid by the City for completed work for services rendered under this agreement and as detailed in the scope of services as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. Payment shall be on a time and expense basis, provided, however, in no event shall total payment under this agreement exceed \$99,685.00. In the event the City elects to expand the scope of services from that set forth in **Exhibit A**, the City shall pay Consultant an additional amount based on a time and expense basis, based upon Consultant's current schedule of hourly rates.

a. Invoices shall be submitted by the Consultant to the City for payment pursuant to the terms of the scope of services. The invoice will state the time expended, the hourly rate, a detailed description of the work performed, and the expenses incurred during the preceding month. Invoices must be submitted by the 20th day of the month to be paid by the 15th day of the next calendar month.

b. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 **CITY APPROVAL.** Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this contract must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the scope of work and City requirements.

ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

CITY OF MARYSVILLE
ATTN: Doug Byde
80 Columbia Avenue
MARYSVILLE, WA 98270

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

CH2MHILL
ATTN: Ronald E. Brown, P.E.
1100 112th Avenue SE, Suite 400
Bellevue, WA 98004

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.2 **TERMINATION.** The right is reserved by the City to terminate this agreement in whole or in part at any time upon ten (10) days' written notice to the Consultant.

If this agreement is terminated in its entirety by the City for its convenience, a final payment shall be made to the Consultant which, when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination applied to the total work required for the project.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this contract may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **NONWAIVER.** Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

DATED this _____ day of _____, _____.

CITY OF MARYSVILLE

By _____

_____, CONSULTANT

By _____

Approved as to form:

GRANT K. WEED, City Attorney

**CITY OF MARYSVILLE
EXECUTIVE SUMMARY FOR ACTION**

City Council Meeting Date: July 9, 2007

| | |
|---|--|
| AGENDA ITEM: State Avenue 136 th Street NE to 152 nd Street NE Corridor Improvements - <i>Condemnation Ordinance</i> | AGENDA SECTION: New Business |
| PREPARED BY: Patrick Gruenhagen, P.E., Project Manager | AGENDA NUMBER: |
| ATTACHMENTS: Ordinance and supporting Exhibits A, B | APPROVED BY:  MAYOR CAO |
| | AMOUNT: \$0 |
| BUDGET CODE: 30500030.563000 | |

The City of Marysville and its agents have begun the property acquisition phase for the State Avenue 136th Street NE to 152nd Street NE Corridor Improvement Project — for the purposes of widening the roadway from its existing configuration to a 5-lane section with curb, gutter, and sidewalks.

Fair market value compensation is being offered to property owners in accordance with recently-completed appraisals. If the City and the property owners cannot reach a mutually agreeable settlement, the enclosed Ordinance will allow the City to exercise eminent domain for the acquisition of property through condemnation proceedings. As noted herein, this Ordinance amends a previously adopted Ordinance – to account for additional property rights (Temporary Construction Easements) that will be required to facilitate installation of a traffic signal at the 152nd Street NE / Smokey Point Boulevard intersection.

| |
|--|
| RECOMMENDED ACTION: Staff recommends that the Council approve the Ordinance authorizing the condemnation, appropriation, taking, and damaging of land and other property for the improvement of State Avenue from 116th Street NE to 152nd Street NE. |
| COUNCIL ACTION: |

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, AMENDING
ORDINANCE NOS. 2655, 2685 AND 2703 TO ADD PROPERTY RIGHTS TO BE
ACQUIRED FROM BETA - MARYSVILLE WAREHOUSE, L.L.C. AND MIDWAY
DEVELOPMENT, LLC TO THE PROPERTY AUTHORIZED TO BE CONDEMNED,
APPROPRIATED, TAKEN AND DAMAGED**

WHEREAS, the City Council of the City of Marysville (hereinafter the "City") finds as follows:

1. Public safety, convenience, use and necessity demand the improvement of the intersection at State Avenue and 152nd Street in conjunction with the project to widen State Avenue and construct curbs, gutters and sidewalks to meet the requirements of increased traffic.

2. By Ordinance No. 2655 passed by the City Council on July 24, 2006, amending Ordinance No. 2685 passed on February 12, 2007, and amending Ordinance No. 2703 passed June 11, 2007, the City Council approved the condemnation, appropriation, taking and damaging of lands, rights, privileges and other property for the purpose of widening State Avenue to five lanes and constructing curbs, gutters and sidewalks, from approximately 116th Street NE to approximately 152nd Street NE, and expansion of storm water detention facilities.

3. The City has conducted engineering studies and has determined that construction of the State Avenue project requires acquisition of temporary construction easements from BETA - MARYSVILLE WAREHOUSE, L.L.C. and MIDWAY DEVELOPMENT, LLC over that portion of the properties described in **EXHIBIT A** depicted by crosshatching and designated Temporary Construction Easement on **EXHIBIT B** attached hereto and incorporated herein by this reference.

4. The entire cost of the acquisitions provided by this ordinance shall be paid by the following funds of the City:

Fund No. 305 (GMA-Street)

or such other funds as may be provided by law.

5. The City has authority pursuant to RCW Chapter 8.12 to acquire, if necessary, title to real property for public purposes. The widening and improvement of State Avenue is a public purpose.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, DO ORDAIN AS FOLLOWS:

1. Ordinance Nos. 2655, 2685 and 2703 are hereby amended to add that portion of the properties described in **EXHIBIT A** depicted by crosshatching and designated "Temporary Construction Easement" on **EXHIBIT B**, to the real property the City is authorized to condemn, appropriate, take and damage in conjunction with the widening of State Avenue.

2. The use of the property depicted on **EXHIBIT B** is for a temporary construction easement for purposes of making improvements to the State Avenue / 152nd Street intersection in association with the widening of State Avenue and construction of curbs, gutters and sidewalks, which is a permanent public use and is reasonably necessary for the purposes for which it is sought.

3. All lands, rights, privileges and other property lying within the limits of the land depicted on **EXHIBIT B** required for temporary construction purposes in association with the State Avenue improvement project and the improvement of the State Avenue / 152nd Street intersection are authorized to be condemned, appropriated, taken and damaged. All lands, rights, privileges and other properties are to be taken, damaged and appropriated only after just compensation has been made, or paid into the court for the owners thereof in the manner provided by law.

4. The cost of the acquisition provided for by this ordinance shall be paid by the following funds of the City:

Fund No. 305 (GMA-Street)

or such other funds as may be provided by law.

5. The City's attorneys should be and hereby are authorized and directed to begin and prosecute the actions and proceedings in a manner provided by law to carry out the provisions of this ordinance, and to enter into settlements to mitigate damages.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2007.

CITY OF MARYSVILLE

By _____
DENNIS L. KENDALL, Mayor

ATTEST:

By _____
Clerk

Approved as to form:

By _____
GRANT K. WEED, City Attorney

Date of Publication: _____

Effective Date (5 days after publication): _____

EXHIBIT A

BETA - MARYSVILLE WAREHOUSE, L.L.C. PROPERTY

All that portion of the North half of the North half of the Southeast quarter of the Northeast quarter of Section 32, Township 31 North, Range 5 East, W.M., lying Easterly of Primary State Highway No. 1, as conveyed to State of Washington by deed recorded under Auditor's File No. 1209439, EXCEPT the East 30 feet thereof conveyed to Snohomish County by deed recorded under Auditor's File No. 192727; and EXCEPT the West 20 feet of the East 50 feet conveyed to Snohomish County by deed recorded under Auditor's File No. 7907250289.

Situate in the County of Snohomish, State of Washington.

TAX PARCEL NO. 310532-001-015-00

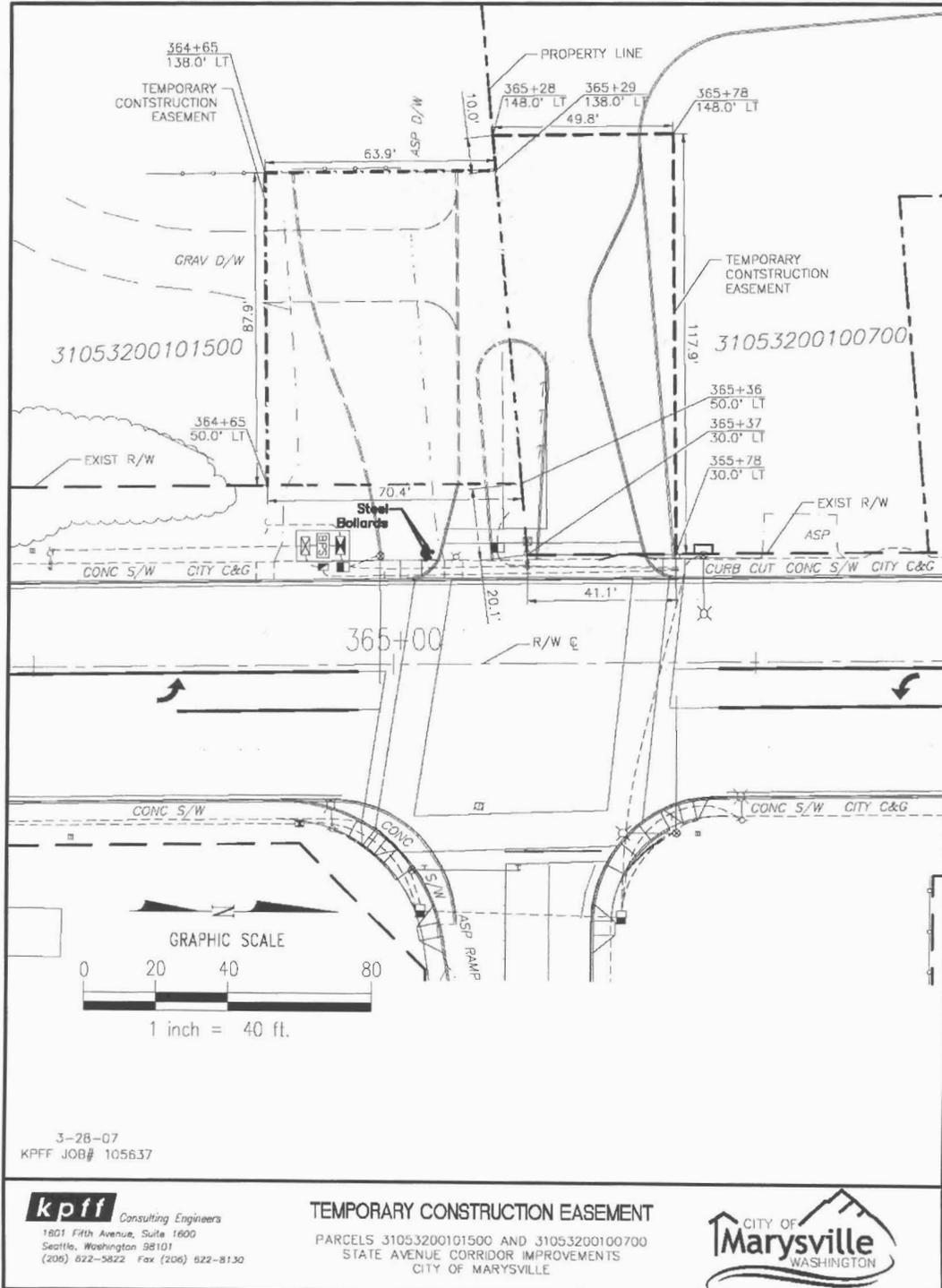
MIDWAY DEVELOPMENT, LLC PROPERTY

That portion of the South half of the South half of the Northeast quarter of the Northeast quarter of Section 32, Township 31 North, Range 5 East, W.M., in Snohomish County, Washington, lying Easterly of State Route 5; EXCEPT the North 48 feet; AND EXCEPT State Road on the East;

AND EXCEPT Beginning at the Northeast corner of said South half of the South half of said Subdivision;
Thence West along the North line thereof to the West line of said State Road;
Thence South along said West line 48 feet to the True Point of Beginning;
Thence continuing along said West Highway line 180 feet;
Thence West 100 feet;
Thence North parallel to said West Highway line 180 feet;
Thence East 100 feet to the True Point of Beginning.

TAX PARCEL NO. 310532-001-007-00

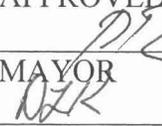
EXHIBIT B TEMPORARY CONSTRUCTION EASEMENT



CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 9, 2007

| | |
|---|---|
| AGENDA ITEM: Food Waste Recycling - Information Only | AGENDA SECTION: Informational |
| PREPARED BY: Larry Larson, PW Superintendent  | AGENDA NUMBER: |
| ATTACHMENTS: | APPROVED BY: |
| | MAYOR  CAO  |
| BUDGET CODE: N/A | AMOUNT: \$0 |

Waste Management is currently providing food waste recycling in Snohomish County. We have received a proposal from Waste Management to provide this service to Marysville residents. Their existing contract would require modification, as there would be a \$0.52/per month cost increase. This increase is to cover the additional collections during the winter months. The current contract has once a month pick-up of yard debris from December through February. With the introduction into food waste into the system, pick-ups would go to bi-weekly during that three-month period.

By taking food waste out of the solid waste stream, we will see a reduction in tonnage at the transfer station. This reduction should more than off-set the increase in the debris rate.

RECOMMENDED ACTION:

Public Works staff is seeking Council's support to offer Food Waste Recycling to Marysville residents. With Council's direction, staff will modify the recycling/yard debris contact with Waste Management to provide this service.

COUNCIL ACTION: