

May 5, 2008

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

City Hall

Call to Order

Pledge of Allegiance

Roll Call

Committee Reports

Presentations

1. Proclamation - Marysville Juror Appreciation Week.

Discussion Items

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

2. Approval of April 28, 2008 City Council Meeting Minutes.
3. Approval of May 5, 2008 City Council Work Session Minutes.

Consent

4. Approval of April 30, 2008 Claims.
5. Approval of May 7, 2008 Claims.
6. Approval of May 5, 2008 Payroll.
7. Approval of Special Events Application for Marysville Downtown Merchants Association for *Homegrown* 2008 on August 8th, and August 9th to include the closure of 3rd Street between State Avenue and Alder Avenue, as well as the Alley between 3rd Street and 4th Street, as Requested by the Applicant.

Review Bids

8. Award Bid to Schwetz Construction, Inc. for the Grove Street and 67th Avenue Intersection Improvements Project.
9. Award Bid to Neptune Technology Group, Inc. for the 2008 Fixed Network Automated Meter Reading (AMR) System Water Meter Equipment Procurement Project.
10. Solid Waste Container Purchase for the Year of 2008.

Public Hearings

Work Sessions are for City Council study and orientation – Public Input will be received at the May 12, 2008 City Council meeting.

Marysville City Council Work Session

May 5, 2008

7:00 p.m.

City Hall

New Business

11. Authorize the Mayor to Sign the Professional Services Agreement with Harris and Associates for the State Avenue Phase III Corridor Improvements, 136th Street NE to 152nd Street NE Project in the Amount of \$1,521,681.00.
12. Supplemental Utility Construction Agreement No. 1 with WSDOT in the Amount of \$283,092,000 and to Approve a 5% Management Reserve of \$47,000 for a Total Allocation of \$1,178,526 for the SR528 Water Main (I-5 to State Avenue) Project.
13. Northwest Management Systems – Supplemental Agreement No. 1 for a Time Extension on the Update of the City's Pavement Management System.
14. Partner Agreement and Service Agreement Supplement with CnR, Inc. to Install and Maintain our Mitel VoIP Phone System.
15. Interlocal Agreement with Washington State Department of Transportation relating to Traffic Control on the SR528 Water Main Utility Construction Project.
16. A **Resolution** of the City of Marysville, Washington Authorizing a Sole Source Purchase and/or Purchase Involving Special Facilities Pursuant to RCW 39.04.280(1)(a) and (b) with ACLARA (Formerly Hexagram, Inc.) for Fixed Network Automated Meter Read (AMR) System.
17. A **Resolution** of the City of Marysville, Providing for the Submission to the Qualified Electors of the City at a Special Election to be Held within the City on August 19, 2008, in Conjunction with the State Primary Election, a Proposition Authorizing a Regular Levy on Property Taxes to be Made in 2008 for Collection in 2009 and Continuing Thereafter. This Proposition would Authorize the City to set an Amount not to Exceed Fifty Cents (\$.50) Per Thousand Dollars (\$1,000.00) of Assessed Valuation for 2008, and thereafter Pursuant to RCW 84.55.050 and Subject to any Otherwise Applicable Statutory Dollar Rate Limitations; the Proceeds from Such Levy to be used for the Provisions of Emergency Medical Care and Services.

Legal

Mayor's Business

Staff Business

Call on Councilmembers

Adjourn

Work Sessions are for City Council study and orientation – Public Input will be received at the May 12, 2008 City Council meeting.

May 5, 2008

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

City Hall

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.

Proclamation
Marysville Juror Appreciation Week
May 5 through May 9, 2008

Whereas, the right to trial by a jury of one's peers is an important and unique part of our system of justice, and a cornerstone of our form of government; and

Whereas, the Sixth and Seventh Amendments to the Constitution preserve the right to trial by jury and give the jury the responsibility to defend, with its verdict, all other individual rights enumerated or implied by the U.S. Constitution, including its Amendments; and

Whereas, the state of Washington (in Article I, Section 21 of the Washington Constitution) recognizes these rights as true and unalienable; and

Whereas, it is important to recognize the vital role played by the nearly 300 citizens who take time away from their families and businesses to serve as jurors each year in Marysville, and

Whereas, The Marysville Municipal Court would like to express appreciation to the employers and business owners who know the value of allowing their employees to perform their civic duty and serve as jurors

Now, Therefore, I, Dennis Kendall, Mayor of the City of Marysville, do recognize the week of May 5 through May 9, 2008, in conjunction with Governor Christine Gregoire, as Juror Appreciation Week, and further extend appreciation to our citizens for the vital service they perform when they represent their community as jurors.

Dated this 5th day of May, 2008.

Dennis L. Kendall, Mayor

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Approval of Minutes	
Approve April 14, 2008 City Council Meeting Minutes.	Approved
Approve April 21, 2008 City Council Work Session Minutes.	Approved
Presentations	
Consent Agenda	
Approve April 16, 2008 Claims in the Amount of \$398,870.62; Paid by Check No.'s 46650 through 46826.	Approved
Approve April 23, 2008 Claims in the Amount of \$352,277.32; Paid by Check No.'s 46827 through 46975 with Check No.'s 46545 and 46567 Voided.	Approved
Approve April 18, 2008 Payroll in the Amount of \$686,992.20; Paid by Check No's 19446 through 19503.	Approved
Authorize the Mayor to Sign the State of Washington Intergovernmental Cooperative Purchasing Agreement.	Approved
Authorize the Mayor to Sign the Supplemental Agreement No. 1 to the Professional Service Agreement with The Transpo Group for the Transportation Element and Impact Fee Update in the Amount of \$11,500.00.	Approved
Authorize the Mayor to Sign the Purchase Order Number F5331 In the Amount of \$84,527.28 to Purchase a New John Deere 310 SJ Backhoe.	Approved
Authorize the Mayor to Sign the 2008/2009 Interlocal Agreement with the Snohomish Regional Drug Task Force.	Approved
Authorize the Mayor to Sign the Getchell Hill PRD – Phase 4 Final Plat Mylar.	Approved
Approve the Salary Range and Job Description for SCADA/Telemetry Administrator.	Approved
Review Bids	
Award Bid to Wilder Construction for the State Avenue Phase III Corridor Improvements Project, 136 th Street NE to 152 nd Street NE in the Amount of \$12,012,962.82.	Approved
Public Hearings	
New Business	
Approve Assistant Administrator Position.	Approved
Adopt a Resolution of the City of Marysville Amending the City's Cost Sharing Policy for Voluntary Sidewalk Construction and Repair by Private Property Owners.	Approved Res. No. 2241
Adopt an Ordinance of the City of Marysville Affirming the Decision of the Hearing Examiner and Rezoning Approximately 4.63 – Acres, Including the Subdivision Known as Serenade and the Parcel Abutting the Northeast Portion of Said Subdivision, Amending the Official Zoning Map of the City.	Approved Ord. No. 2736
Legal	
Mayor's Business	
Affirm Marysville Planning Commission Appointment; Michael Aaron Stevens for a term ending August 2, 2011.	Approved

April 28, 2008

7:00 p.m.

City Hall

Staff Business	
Call on Councilmembers	
Adjournment	8:08 p.m.

COUNCIL



MINUTES

Regular Meeting

April 28, 2008

Call to Order / Invocation / Pledge of Allegiance

Mayor Dennis Kendall called the April 28, 2008 meeting of the Marysville City Council to order at 7:00 p.m. at Marysville City Hall. There was no invocation. Mayor Kendall led those present in the Pledge of Allegiance.

Roll Call

Chief Administrative Officer Mary Swenson gave the roll call. The following staff and councilmembers were in attendance.

Mayor: Dennis Kendall

Council: Councilmember Jon Nehring, Councilmember Lee Phillips, Councilmember Carmen Rasmussen, Councilmember Jeff Seibert, Councilmember John Soriano, Councilmember Jeff Vaughan and Councilmember Donna Wright

Absent: None

Also Present: Chief Administrative Officer Mary Swenson, Finance Director Sandy Langdon, Commander Rob Lamoureux, Community Development Director Gloria Hirashima, Public Works Director Kevin Nielsen, City Attorney Grant Weed, Parks and Recreation Director Jim Ballew, IT Manager Worth Norton, Project Manager Patrick Gruenhagen, and Recording Secretary Laurie Hugdahl

Committee Reports

Councilmember Carmen Rasmussen reported on the April 23 Parks and Recreation Advisory Board meeting where the following topics were discussed:

- The Board approved a one-year trial schedule of the family skate time at the skate park on Saturdays and Sundays from opening until noon. Family skate time will be open only to skaters who are 12 and under with their parents and other family members. This starts June 1.
- There was a report from staff regarding a very preliminary plan for using some land at Strawberry Fields for off-leash dog park.
- Park staff gave a detailed report of their recent and upcoming activities.

- Stillaguamish tribes donated money for new tables for the senior center.
- Summer walking program will be held in conjunction with Healthy Communities and sponsored by Gold's Gym.
- Concert in the Parks series will be sponsored by Verizon.
- After-school activity program at middle school averaged 30 kids per day.
- The spring and summer day camp schedule is out.
- A report on Serve Day was given.
- Saturday, May 18 is Community Pride Day.
- A suggestion for installing surveillance cameras at Comeford park was discussed since cameras at other parks appear to be quite effective at deterring vandalism.
- Fishing derby will be held on May 3.
- Co-ed adult kickball league coming up soon.
- All-comers track meets will be held this summer.

Councilmember Soriano reviewed the LEOFF 1 meeting where five claims were reviewed and approved.

Councilmember Soriano discussed the Public Safety committee. The following items were reviewed:

- Update on hiring
- Update on ongoing investigations
- Canine dog, Ranger, doing well in obedience training.
- Currently officers are keeping logs and this information is being placed in a spreadsheet which will be useful for sergeants and patrol officers.

Presentations

A. Proclamation – Military Spouse Appreciation Month.

Mayor Kendall read the proclamation designating May as Military Spouse Appreciation Month and urged all citizens to observe this month by becoming aware of the challenges of military spouses in the workforce, supporting those who are working toward its end, and participating in community efforts.

B. Employee Service Award.

Teri McCan, Customer Relations Representative, Public Works, received her 10-year service award.

C. Swear-In Police Officer.

Police Officer Joshua Benson was sworn in by Mayor Kendall.

Audience Participation

Mike Gribler, 8117 75th Street NE, Code Enforcement

Mr. Gribler spoke as a representative of and resident of Bayview Ridge. He discussed the many municipal codes that his neighborhood feels are being violated with regard to a particular nuisance situation. The homeowners would like a response from the city to a number of complaints that have been filed with the city. They also request stronger municipal codes and stronger penalties. He distributed photos of the nuisance issue and an article regarding Case Study Code Enforcement by Police Officers which he discussed.

Councilmember Nehring asked Community Development Director Hirashima if Code Enforcement Officer Paul Rochon was looking into this property. Gloria Hirashima said they were meeting this week to discuss this situation. She discussed the need for code changes to give the City a better tool to pursue some of these issues. She discussed the relationship between code enforcement and police department.

Jeff Vaughan said he was in favor of putting more teeth into the code. He also spoke in support of having uniformed police officers doing code enforcement. With regard to this particular property, he has had a number of complaints about it over the years and would like to see what can be done about it.

Carmen Rasmussen pointed out that increasing the teeth in the code would require an increase in staff. She questioned whether non-criminal code enforcement was the best use of police officers' time.

Jon Nehring thought that a tighter code would assist the existing code enforcement officer. He agreed that he would like to see this type of situation cleaned up pretty quickly.

Les Hoge, 8010 75th Street NE, spoke regarding the proposed Getchell Hill pedestrian trail. He reviewed other local pedestrian trails. He realizes that the trail is just a proposal and has many features that still need to be ironed out. He asked that the City keep the Bayview Ridge area open and keep residents in the loop. He is in favor of the trail and thinks it would be an asset to the citizens of Marysville.

Mike Gribler added that he had circulated through the neighborhood with petitions both for and against the trail. He had collected 17 names in support of the trail and one was in opposition. He presented the petitions to Council. Jim Ballew discussed the trail planning process and indicated that the residents would be kept in the loop.

Approval of Minutes

2. Approval of April 14, 2008 City Council Meeting Minutes.

Councilmember Seibert referred to page 1 of 8. Under his comments under Committee Reports, on the second bullet, "train" should be corrected to "**crane**".

Motion made by Councilmember Nehring, seconded by Councilmember Seibert, to approve the minutes as corrected. Motion passed unanimously (7-0).

3. Approval of April 21, 2008 City Council Work Session Minutes.

Councilmember Vaughan referred to page 3 of 6. In the paragraph at the top of the page, the third sentence from the end should be corrected to read:

“Chief Smith suggested looking at satellite offices, but does **not** recommend looking at a second precinct at this time.”

Councilmember Soriano referred to the second sentence in the second paragraph. This should be corrected to read:

“He thinks it will be a great tool for giving the ~~City~~ **Police Department** direction.”

Motion made by Councilmember Vaughan, seconded by Councilmember Soriano, to approve the minutes as corrected. Motion passed unanimously (7-0).

Consent

Mayor Kendall noted that consent agenda item 9 was being pulled from the agenda.

Motion made by Councilmember Jeff Vaughan, seconded by Councilmember Donna Wright, to approve consent agenda items number 4, 5, 6, 10, 11, 12, 13, 14, and 15 as follows:

4. Approval of April 16, 2008 Claims in the Amount of \$398,870.62; Paid by Check No.'s 46650 through 46826.
5. Approval of April 23, 2008 Claims in the Amount of \$352,277.32; Paid by Check No.'s 46827 through 46975 with Check No.'s 46545 and 46567 Voided. *
6. Approval of April 18, 2008 Payroll in the Amount of \$686,992.20; Paid by Check No's 19446 through 19503. *
10. Authorize the Mayor to Sign the State of Washington Intergovernmental Cooperative Purchasing Agreement.
11. Authorize the Mayor to Sign the Supplemental Agreement No. 1 to the Professional Service Agreement with The Transpo Group for the Transportation Element and Impact Fee Update in the Amount of \$11,500.00.
12. Authorize the Mayor to Sign the Purchase Order Number F5331 In the Amount of \$84,527.28 to Purchase a New John Deere 310 SJ Backhoe.
13. Authorize the Mayor to Sign the 2008/2009 Interlocal Agreement with the Snohomish Regional Drug Task Force.

14. Authorize the Mayor to Sign the Getchell Hill PRD – Phase 4 Final Plat Mylar.
15. Approval of the Salary Range and Job Description for SCADA/Telemetry Administrator.

Motion passed unanimously (7-0).

Review Bids

7. Award Bid to Wilder Construction for the State Avenue Phase III Corridor Improvements Project, 136th Street NE to 152nd Street NE in the Amount of \$12,012,962.82.

Kevin Nielsen recognized Project Manager Pat Gruenhagen for his hard work on this project as well as the staff at the city attorney's office.

Councilmember Rasmussen commended the format of the bid. She stated that it was very easy to read and understand.

Motion made by Councilmember Carmen Rasmussen, seconded by Councilmember Jeff Seibert to award the bid for the "State Avenue Phase III Corridor Improvement Project" to the apparent low bidder, Granite Northwest, Inc. dba Wilder Construction Company, in the amount of \$12,012,962.82 including Washington State Sales Tax; authorize the Mayor to sign the contract documents; and approve a \$250,000.00 Management Reserve – for a total allocation of \$12,262,962.82 including Washington State Sales Tax. Motion passed unanimously (7-0).

Public Hearings

New Business

8. Approval of an Assistant Administrator Position.

Mary Swenson reviewed the need for this position and explained that Paul Roberts is already working in this capacity.

Motion made by Councilmember Wright, seconded by Councilmember Vaughan, to authorize the position of Assistant Administrator at the D1 pay grade and approve the appropriate budget amendment. Motion passed unanimously (7-0).

16. A **Resolution** of the City of Marysville Amending the City's Cost Sharing Policy for Voluntary Sidewalk Construction and Repair by Private Property Owners.

Motion made by Councilmember Soriano, seconded by Councilmember Rasmussen, to approve Resolution 2241, amending Resolution 1523 in regards to the 50/50 Sidewalk Program. Motion passed unanimously (7-0).

17. An **Ordinance** of the City of Marysville Affirming the Decision of the Hearing Examiner and Rezoning Approximately 4.63 – Acres, Including the Subdivision Known as Serenade and the Parcel Abutting the Northeast Portion of Said Subdivision, Amending the Official Zoning Map of the City.

Motion made by Councilmember Wright, seconded by Councilmember Jeff Vaughan, to approve Ordinance 2736. Motion passed unanimously (7-0).

Legal

Mayor's Business

18. Marysville Planning Commission Appointment; Michael Aaron Stevens.

Motion made by Councilmember Jon Nehring, seconded by Councilmember Jeff Seibert, to confirm the appointment of Michael Aaron Stevens to the Marysville Planning Commission serving until August 2, 2011. Motion passed unanimously (7-0).

Mayor Kendall noted that the City's adopted ship, the USS Ingraham, will be arriving at 10 a.m. on May 9 at Naval Station Everett. The Council is invited to attend.

The Fishing Derby and Pancake Breakfast will be held this Saturday.

The Volunteer Appreciation event will held at City Hall on Wednesday from 5 to 7 p.m.

270 people participated in Shred It Day last Saturday. Mayor Kendall thanked the sponsors, Homestreet Bank and the Outback.

Staff Business

Worth Norton had no comments.

Pat Gruenhagen had no comments.

Kevin Nielsen noted that the blackberries on Ash have been taken care of. He discussed an upcoming rate increase for which will be effective in September per the contract.

Rob Lamoureux reported that the Graffiti Task Force is looking forward to doing presentations at local middle schools in May.

Jim Ballew distributed a copy of the sponsorship and volunteer program that has been developed. He also discussed the Park Board's recommendation to look at a budget amendment for installing surveillance at Comeford Park. He discussed the results they have seen from the current cameras.

Gloria Hirashima stated that the Smokey Pt. Master Plan hearing will be held on May 6. She was sorry to announce that Business Office Supervisor Belinda Beardsley will be leaving the Community Development department.

19. Sample of New City of Marysville Utility Bill.

Finance Director Sandy Langdon discussed the new utility bill. She noted that some color and a usage graph have been added.

Mary Swenson said she attended workshop for the Smokey Pt. Master Plan and thought it went very well. She will also be attending the hearing. She noted the Civil Service Commission had approved a raise for the Council and the Mayor. This will be effective May 1. Staff is still trying to work out a date for the retreat. They are considering looking at Monday nights after regular work sessions and meetings.

Grant Weed said he has visited the nuisance issue that Mr. Gribler spoke to tonight. He will be working with staff to see how this might be addressed. He has looked at HB 2712 regarding criminal and civil penalties for graffiti and gang activity. He will be working on an ordinance with regard to this.

Call on Councilmembers

Councilmember Carmen Rasmussen:

- She attended the School of the Entrepreneur at Marysville Pilchuck High School and had the opportunity to judge senior projects. She was very impressed with the activities the youth are involved in.
- She enjoyed the chamber breakfast.
- Cinco de Mayo celebration will be held on May 9.
- She spoke in support of the budget amendment for Comeford Park surveillance videos.
- AWC would like to see a copy of Marysville's ordinance addressing HB 2712 when it is complete.

Lee Phillips said he is looking forward to seeing everyone at the fishing derby.

John Soriano thanked the Gribblers and Mr. Hoge for coming to the meeting. He said he was looking forward to fishing derby.

Jon Nehring was very pleased with the improvements in Everett which have greatly improved the congestion.

Jeff Vaughan discussed the graffiti reporting form online. He has noticed that a number of larger cities have not only a graffiti reporting page, but a page for reporting other types of code violations. He suggested looking into this. He also thanked Mr. Gribler for coming tonight.

Donna Wright had no comments.

Jeff Seibert was in favor of looking into a camera at Comeford Park since he has seen how effective they have been at the other locations.

He thanked Pat Gruenhagen for the work he's done on 528.

He discussed a car parked on the street with broken windows.

Adjournment

Seeing no further business, Mayor Kendall adjourned the meeting at 8:08 p.m.

Approved this _____ day of _____, 2007.

Mayor
Dennis Kendall

Asst. Admin. Svcs. Director
Tracy Jeffries

CITY OF MARYSVILLE

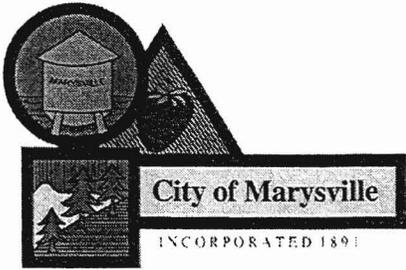
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 12, 2008

AGENDA ITEM: Approval of Special Event Application; Downtown Merchants - <i>"Home Grown 2008"</i>	AGENDA SECTION: Consent	
PREPARED BY: Carol Mulligan, Program Specialist	AGENDA NUMBER:	
ATTACHMENTS: 1. Copy of Special Event Permit Application. 2. Copy of Certificate of Liability Insurance. 3. MMC 5.46 "Special Events".	APPROVED BY: 	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

The *Marysville Downtown Merchants Association* has submitted an application to obtain a Special Event Permit to conduct **"Home Grown 2008"**, a street fair and marketplace event to promote local arts, crafts, food and fun in a family-oriented environment on Friday, August 8th and Saturday, August 9th, 2008. The applicant has requested the temporary street closure at the event location on 3rd Street between State Avenue and Alder Avenue, as well as the alley between 3rd Street and 4th Street in order to conduct this proposed event. City staff has reviewed all related department comments and determined that this application has been submitted in its entirety and to the satisfaction of all said departments.

RECOMMENDED ACTION: City staff recommends City Council approve the application for <i>Marysville Downtown Merchants Association</i> to conduct a special event on August 8 th and August 9 th , 2008, including the street closure of 3 rd Street between State Avenue and Alder Avenue, as well as the alley between 3 rd Street and 4 th Street, as requested by the applicant.
COUNCIL ACTION:



City of Marysville
 1049 State Avenue, Ste. 201
 Marysville, WA 98270

APPLICATION FOR SPECIAL EVENT PERMIT
 \$25.00 NON-REFUNDABLE APPLICATION FEE
 Additional Information or requirements may be requested
 Please allow 3 - 4 weeks for processing

NAME OF SPONSORING ORGANIZATION AND/OR INDIVIDUAL REPRESENTATIVE:

Downtown Merchants

ADDRESS: 1514 - 3rd St Marysville wa 98270

TELEPHONE NUMBER: 360-659-2292

PURPOSE OF EVENT: Home Grown 2008
Street Fair

RECEIVED

MAR 12 2008

CITY OF MARYSVILLE
 COMMUNITY DEVELOPMENT

INSURANCE COMPANY: Whitfield Ins. Safco Co.
 (Please attach a copy of Proof of Insurance naming the City of Marysville as co-insured.)

PROPOSED DATE OF EVENT: Aug 8 - 9 - 2008 Fri - Sat -

LOCATION: 3rd St. between 4th & West Side Alder

HOURS OF OPERATION: 6:00 AM Fri Aug 8 - 8:00 PM Sat Aug 9th

SCHEDULE OF EVENTS: Street Fair

ESTIMATED ATTENDANCE: _____

SPECIAL FACILITY REQUIREMENTS: Baracades - 3 dumpsters - Sr. Appl Creme

CITY ASSISTANCE REQUIRED: att: Street Dept. Close alley between 3 & 4th to accommodate 4th St Merchants. Banner to be hung prior to event - (at Carr's Hardware) (on 3rd Street)

SIGNATURE OF APPLICANT

Carlene Scott

DATE

3-11-08

FOR INTERNAL USE ONLY

DEPARTMENT	Y/N	CONDITION	DATE	INITIALS	REMARKS
City Clerk					
Fire District					
Parks & Recreation					
Planning					
Police					
Public Works					
Sanitation					
Streets					

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID TH
MARYD-4

DATE (MM/DD/YYYY)
03/07/08

PRODUCER
Whitfield's United Insurance
Commercial Lines Department
PO Box 1127/ 3425 Broadway
Everett WA 98206
Phone: 425-258-2300 Fax: 425-258-9363

INSURED
Marysville Downtown Merchants
Association, Inc.
PO Box 248
Marysville WA 98270

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A	American States Ins. Co.	19704
INSURER B		
INSURER C		
INSURER D		
INSURER E		

COVERAGES

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

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	X	GENERAL LIABILITY	01CG329150	06/01/07	06/01/08	EACH OCCURRENCE	\$ 1000000
			COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 200000
			<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10000
							PERSONAL & ADV INJURY	\$ 1000000
							GENERAL AGGREGATE	\$ 2000000
							PRODUCTS - COMP/OP AGG	\$ 2000000
							GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	
			AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
			<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
			<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
			<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
			<input type="checkbox"/> HIRED AUTOS					
			<input type="checkbox"/> NON-OWNED AUTOS					
			GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
			<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY EA ACC	\$
							AGG	\$
			EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
			<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
			<input type="checkbox"/> DEDUCTIBLE					\$
			<input type="checkbox"/> RETENTION \$					\$
			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTH-ER
			ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
			If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
			OTHER				E.L. DISEASE - POLICY LIMIT	\$

RECEIVED
MAR 10 2008
CITY OF MARYSVILLE
COMMUNITY DEVELOPMENT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
for event to occur 8-08-08 through 8-09-08 Street Fair

CERTIFICATE HOLDER

MARYSVI

City of Marysville
Attn: Carol Morgan
1049 State Ave # 201
Marysville WA 98270

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE


Chapter 5.46

SPECIAL EVENTS

Sections:

- 5.46.010 Definitions.
- 5.46.020 Permit required.
- 5.46.030 Permit application.
- 5.46.040 Approval.
- 5.46.050 Fees.
- 5.46.060 Departmental analysis.
- 5.46.070 Insurance required.
- 5.46.080 Denial of permit.
- 5.46.090 Appeal.
- 5.46.100 Sanitation.

5.46.010 Definitions.

(1) "Special events" include any event which is to be conducted on public property or on a public right-of-way; and, also, any event held on private property which would have a direct significant impact on traffic congestion; or traffic flow to and from the event over public streets or rights-of-way; or which would significantly impact the need for city-provided emergency services such as police, fire or medical aid. It is presumed that any event on private property which involves an open invitation to the public to attend or events where the attendance is by private invitation of 100 or more people are each presumed to be an event that will have a direct significant impact on the public streets, rights-of-way or emergency services. Special events might include, but not be limited to, fun runs, roadway foot races, fundraising walks, auctions, bikeathons, parades, carnivals, shows or exhibitions, filming/movie events, circuses, block parties, markets, sporting events and fairs. (Ord. 2099 § 1, 1996).

5.46.020 Permit required.

(1) No person or organization shall conduct a special event that affects the customary and ordinary use of public streets, rights-of-way, sidewalks and publicly owned property, i.e., parks, without first having obtained a special event permit from the city of Marysville.

(2) A special event permit is not required for the following:

(a) Parades, athletic events or other special events that occur exclusively on city property and are sponsored or conducted in full by the city of Marysville. An internal review process will be conducted for these events;

(b) Funerals and weddings;

(c) Groups required by law to be so assembled;

(d) Gatherings of 30 or fewer people in a city park, unless merchandise or services are offered for sale or trade;

(e) Temporary sales conducted by businesses, such as holiday sales, grand opening sales, or anniversary sales;

(f) Garage sales and rummage sales;

(g) Other similar events and activities which do not directly affect or use city services or property;

(h) Annual Strawberry Festival which is governed by Chapter 5.48 MMC. (Ord. 2099 § 2, 1996).

5.46.030 Permit application.

(1) An application for a special event permit can be obtained at the office of the city clerk and will be completed and submitted to the city clerk no later than 60 days prior to the proposed event. A completed application does not constitute approval of the permit.

(2) A waiver of application deadline shall be granted upon a showing of good cause or at the discretion of the city clerk (risk manager). The city clerk shall consider an application that is filed after the filing deadline if there is sufficient time to process and investigate the application and obtain police and other city services for the event. Good cause can be demonstrated by the applicant showing that the circumstances that gave rise to the permit application did not reasonably allow the participants to file within the time prescribed, and that the event is for the purpose of exercising the right of free speech.

(3) The following information shall be provided on the special event permit application: purpose of the special event; name, address and telephone number of the sponsoring organization and/or individual(s); proposed date of event, location and hours of operation, schedule of events, estimated attendance, special facility requirements, city assistance required, and other information as the city deems reasonably necessary to determine that the permit meets the requirements of this chapter. (Ord. 2099 § 3, 1996).

5.46.040 Approval.

Based on the type of event and the event to which city services will be required, approval of special event permit applications will be made by the following authorities:

(1) Approval by City Staff. Administrative approval for one-day events contained on a single site

that could involve special parking arrangements and hiring of police officers for crowd control and traffic control. City staff shall include a representative from the police, planning, public works, parks and recreation and city clerk departments.

(2) Approval by City Council. Multiple-day events (four days maximum) or any event involving street closures or impacts to services city-wide. Events lasting more than four days shall be subject to submittal of additional information as required by city staff.

(3) The city council will be notified of all special event approvals made by the city staff.

(4) If permits and/or coordination is required from other agencies, i.e., Community Transit, Department of Transportation, etc., these must be submitted prior to the issuance of the permit. (Ord. 2099 § 4, 1996).

5.46.050 Fees.

There will be a \$25.00 nonrefundable application fee for a special event permit. (Ord. 2099 § 5, 1996).

5.46.060 Departmental analysis.

(1) The city clerk will send copies of special event permit applications to all pertinent city departments for review and determination of services required.

(2) The applicant is required to contract with the Marysville police department and public works department to employ police officers for security and traffic control as determined by the departmental analysis.

(3) Cost of city services, i.e., police, public works employees, etc. for special events will be estimated prior to the event. Additional costs incurred will be evaluated following the completion of the event. The city may in its discretion require a cash deposit for such costs. (Ord. 2099 § 6, 1996).

5.46.070 Insurance required.

The applicant is required to obtain and present evidence of comprehensive liability insurance naming the city of Marysville as an additional insured for use of streets, public rights of way and publicly owned property such as parks. The insurance requirement is a minimum of \$1,000,000 for individual incidents, \$2,000,000 aggregate, per event, against all claims arising from permits issued pursuant to this chapter. A certificate of insurance shall be required naming the city as an additional insured and indemnifying the city's, its officers, employees and agents from all causes of

action, claims or liabilities occurring in connection with the permitted event. In circumstances posing an unusual risk of liability the city may, in its discretion, increase the minimum insurance requirements. (Ord. 2099 § 7, 1996).

5.46.080 Denial of permit.

Reasons for denial of a special event permit include, but are not limited to:

(1) The event will disrupt traffic within the city of Marysville beyond practical solution;

(2) The event will protrude into the public space open to vehicle or pedestrian travel in such a manner as to create a likelihood of endangering the public;

(3) The event will interfere with access to emergency services;

(4) The location or time of the special event will cause undue hardship or excessive noise levels to adjacent businesses or residents;

(5) The event will require the diversion of so many city employees that it would unreasonably affect other city services;

(6) The application contains incomplete or false information;

(7) The applicant fails to provide proof of insurance;

(8) The applicant fails to obtain a city business license and/or fails to pay the special event permit fee;

(9) The applicant does not meet current zoning requirements;

(10) The applicant fails to obtain local, county, state and federal permits as required. (Ord. 2099 § 8, 1996).

5.46.090 Appeal.

The applicant has the right to appeal any denial of a special events permit to the city council. (Ord. 2099 § 9, 1996).

5.46.100 Sanitation.

(1) A special event permit may be issued only after adequate waste disposal facilities have been identified and obtained by the applicant. The permittee is required to clean all permitted public and private properties and the right-of-way of rubbish and debris, returning it to its pre-event condition.

(a) If the permittee fails to clean up such refuse, the clean-up will be arranged by the city and the costs charged to the permittee.

(2) A special event permit may be issued only after adequate restroom and washroom facilities have been identified and arranged for or obtained

by the applicant subject to the Snohomish health district's review and certification process. (Ord. 2099 § 10, 1996).

Chapter 5.48

STRAWBERRY FESTIVAL

Sections:

- 5.48.010 Strawberry Festival master permit – Issuance – Activities authorized.
- 5.48.020 Annual requests for festival proposals – Contents.
- 5.48.030 Award of festival permit – Conditions – Fee.
- 5.48.040 Award of festival permit – Liability limitations.
- 5.48.050 Option to renew festival permit.

5.48.010 Strawberry Festival master permit – Issuance – Activities authorized.

The city council may annually issue a single Strawberry Festival master permit (“festival permit”), which shall authorize the permit holder to sponsor the citywide Strawberry Festival for that year. The permit shall designate the geographical boundaries of a festival area, and may include provisions within the area for festival parades, carnivals, sporting and recreational events, use of public right-of-way, use of public parks, erection of temporary vendor facilities and structures, sanitation and cleanup, and insurance, indemnity and hold-harmless agreements. With respect to all festival activities within the boundaries of the festival area, the permit shall be exclusive, and shall supersede other requirements of the Marysville Municipal Code relating to parade, carnival, circus, entertainment and public dance permits, and business occupancy permits, but shall not supersede the city admissions tax or any other applicable tax. (Ord. 1278 § 2, 1983).

5.48.020 Annual requests for festival proposals – Contents.

At any time after August 1st of each year the city may issue a request for festival proposals for the following year from any and all interested persons or parties. Notification of the request shall be published in the official newspaper of the city and posted in at least three public places in the city for a period of not less than two consecutive weeks. Festival proposals shall describe the proposed geographical boundaries of the festival area, all proposed festival activities and the dates thereof, the use of public right-of-way and public parks, the number and location of temporary vendor facilities and structures, and provisions for sanitation and cleanup. The proposal will further indicate the organizational structure, background and experi-

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 12, 2008

AGENDA ITEM: Contract Award: Grove St and 67 th Ave Intersection Improvements	AGENDA SECTION: Review Bids	
PREPARED BY: Jeff Laycock, Associate Transportation Engineer II	AGENDA NUMBER:	
ATTACHMENTS: <ul style="list-style-type: none"> • Certified Bid Tabulation • Vicinity Map Exhibit 	APPROVED BY: 	
	MAYOR	CAO
BUDGET CODE: 30500030.563000 R0801	AMOUNT: \$186,191.20	

The Grove St and 67th Ave Intersection Improvements includes the construction of a right turn pocket in the easterly direction along Grove St and improvements to the existing signalized intersection. This project has been identified in the Six Year Transportation Improvement Plan. During the development phase for the school, the School District agreed to provide the City with \$80,000 and the necessary right-of-way in order to construct these improvements.

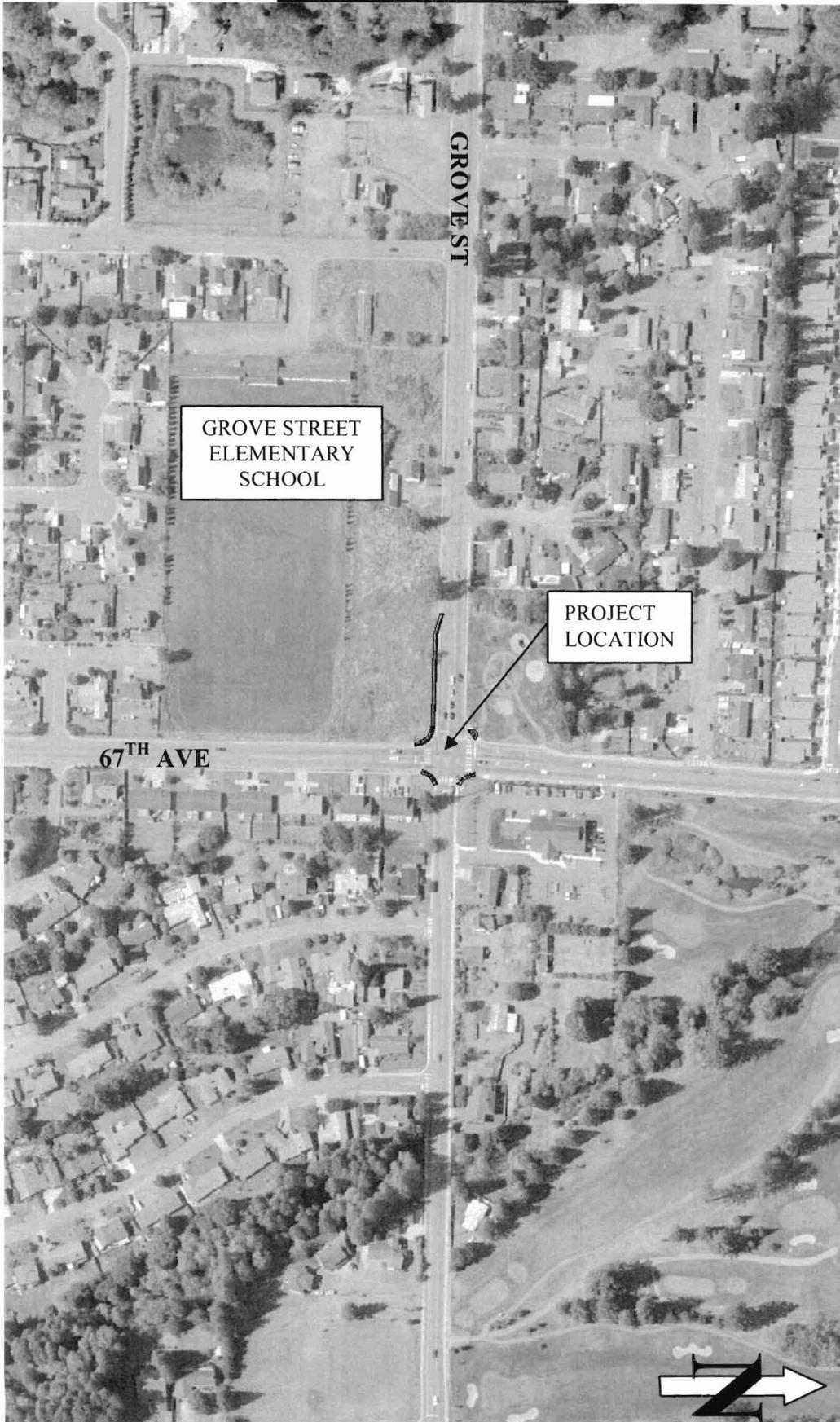
The project was advertised for an April 10, 2008 bid opening. Two (2) bids were received as shown on the attached bid tabulation. The low bidder is Schwetz Construction, located in Sedro Woolley. References have been checked and found to be satisfactory.

Since this project was initiated due to the arrival of Grove Street Elementary School and since the City plans on overlaying Grove St from 64th Ave to 67th Ave this year per the County Overlay program, staff recommend that the City moves forward with construction.

Contract Bid (Includes Sales Tax):	\$176,191.20
Management Reserve:	\$10,000.00
Total:	\$186,191.20

RECOMMENDED ACTION: Public Works Staff recommends the City Council authorize the Mayor to award the bid for the Grove St and 67th Ave Intersection Improvements project to Schwetz Construction, Inc. in the amount of \$176,191.20 including Washington State Sales Tax and approve a management reserve of \$10,000 for a total allocation of \$186,191.20.
COUNCIL ACTION:

VICINITY MAP EXHIBIT



**CITY OF MARYSVILLE
EXECUTIVE SUMMARY FOR ACTION**

CITY COUNCIL MEETING: May 12, 2008

AGENDA ITEM: 2008 Fixed Network Automated Meter Reading (AMR) System Water Meter Equipment Procurement	AGENDA SECTION:	
PREPARED BY: Larry Larson – Public Works Superintendent 	AGENDA NUMBER:	
ATTACHMENTS: 1) Bid Tabulation 2) Proposal 3) Contract	APPROVED BY: 	
	MAYOR	CAO
BUDGET CODE: 40220594.563000 W0607	AMOUNT: \$1,200,000	

SUMMARY STATEMENT

The 2008 Budget includes funding for the continuation of the Fixed Network Automated Meter Reading (AMR) System.

The network infrastructure, as well as, 3,000 meters with transmitters was installed in 2007. This converted approximately 18% of our system to AMR. The goal for 2008 is to install an additional 8,000 units, which represents approximately 61% of our water system on AMR.

Requested for proposals for water meter equipment procurement was advertised in the Marysville Globe and Daily Journal of Commerce on March 26 and April 7, 2008.

Two sealed proposals were opened at 11:00 a.m., April 17, 2008, at City Hall. Neptune Technology Group, Inc. was the low bidder at \$1,234,057.30 (including sales tax).

The City Attorney has reviewed the contract.

RECOMMENDED ACTION: Public Works staff recommends award of the Meter Equipment Procurement to Neptune Technology Group, Inc. for \$1,234,057.30 and authorize the Mayor to sign the contract.
COUNCIL ACTION:

OWNER: City of Marysville
PROJECT: 2008 Fixed Network Automated Meter Reading (AMR) System Water Meter Equipment Procurement
DATE: May 17, 2008

HD Supply Waterworks **Neptune Technology Group**

No. ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1 5/8" x 3/4" Water Meter w/Encoder Register, Bare Wire	100	Meters	\$91.75	\$9,175.00	\$58.60	\$5,860.00
2 5/8" x 3/4" Water Meter w/Encoder Register Potted to a Single Port MTU	2700	Sets	\$193.25	\$521,775.00	\$166.60	\$449,820.00
3 5/8" x 3/4" Water Meter w/Encoder Register Potted in Pairs to a Dual Port MTU	2700	Sets	\$270.59	\$730,593.00	\$240.20	\$648,540.00
4 3/4" Water Meter w/Encoder Register Potted to a Single Port MTU	40	Sets	\$216.14	\$8,645.60	\$203.00	\$8,120.00
5 1" Water Meter w/Encoder Register Potted to Single Port MTU	40	Sets	\$265.49	\$10,619.60	\$238.00	\$9,520.00
6 1-1/2" Water Meter w/Encoder Register Potted to Single Port MTU	20	Sets	\$413.15	\$8,263.00	\$338.00	\$6,760.00
7 2" Water Meter w/Encoder Register Potted to Single Port MTU	20	Sets	\$517.12	\$10,342.40	\$438.00	\$8,760.00
				Base Bid Subtotal		\$1,299,413.60
				WSST (8.5%)		\$110,450.16
				Base Bid Total		\$1,409,863.76
						\$1,234,057.30

HD SUPPLY WATERWORKS

PROPOSAL - Continued

BASE BID:

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u> (US\$)	<u>AMOUNT</u> (US \$)
1.	5/8" x 3/4" Water Meter w/Encoder Register, Bare Wire	100 METERS	\$ <u>91.75</u>	\$ <u>9,175.00</u>
2.	5/8" x 3/4" Water Meter w/Encoder Register Potted to a Single Port MTU	2,700 SETS (2,700 METERS 2,700 MTUs)	\$ <u>193.25</u>	\$ <u>521,775.00</u>
3.	5/8" by 3/4" Water Meter w/Encoder Register Potted in Pairs to a Dual Port MTU	2,700 SETS (5,400 METERS 2,700 MTUs)	\$ <u>270.59</u>	\$ <u>730,593.00</u>
4.	3/4-Inch Water Meter w/Encoder Register Potted to Single Port MTU	40 SETS (40 METERS 40 MTUs)	\$ <u>216.14</u>	\$ <u>8,645.60</u>
5.	1-Inch Water Meter w/encoder Register Potted to Single Port MTU	40 SETS (40 METERS 40 MTUs)	\$ <u>265.49</u>	\$ <u>10,619.60</u>
6.	1-1/2-Inch Water Meter w/Encoder Register Potted to Single Port MTU	20 SETS (20 METERS 20 MTUs)	\$ <u>413.15</u>	\$ <u>8,263.00</u>
7.	2-Inch Water Meter w/Encoder Register Potted to Single Port MTU	20 SETS (20 METERS 20 MTUs)	\$ <u>517.12</u>	\$ <u>10,342.40</u>
Subtotal:				\$ <u>1,299,413.60</u>
Washington State Sales Tax (8.5%):				\$ <u>110,450.16</u>
TOTAL COST:				\$ <u>1,409,863.76</u>

Note: A bid must be received on all items. If any unit prices or extensions are left blank, they will be entered as \$0.00.

NEPTUNE TECHNOLOGY GROUP INC,

PROPOSAL - Continued

BASE BID:

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u> (US\$)	<u>AMOUNT</u> (US \$)
1.	5/8" x 3/4" Water Meter w/Encoder Register, Bare Wire	100 METERS	\$ <u>58.60</u>	\$ <u>5,860.00</u>
2.	5/8" x 3/4" Water Meter w/Encoder Register Potted to a Single Port MTU	2,700 SETS (2,700 METERS 2,700 MTUs)	\$ <u>166.60</u>	\$ <u>449,820.00</u>
3.	5/8" by 3/4" Water Meter w/Encoder Register Potted in Pairs to a Dual Port MTU	2,700 SETS (5,400 METERS 2,700 MTUs)	\$ <u>240.20</u>	\$ <u>648,540.00</u>
4.	3/4-Inch Water Meter w/Encoder Register Potted to Single Port MTU	40 SETS (40 METERS 40 MTUs)	\$ <u>203.00</u>	\$ <u>8,120.00</u>
5.	1-Inch Water Meter w/encoder Register Potted to Single Port MTU	40 SETS (40 METERS 40 MTUs)	\$ <u>238.00</u>	\$ <u>9,520.00</u>
6.	1-1/2-Inch Water Meter w/Encoder Register Potted to Single Port MTU	20 SETS (20 METERS 20 MTUs)	\$ <u>338.00</u>	\$ <u>6,760.00</u>
7.	2-Inch Water Meter w/Encoder Register Potted to Single Port MTU	20 SETS (20 METERS 20 MTUs)	\$ <u>438.00</u>	\$ <u>8,760.00</u>
Subtotal:				\$ <u>1,137,380.00</u>
Washington State Sales Tax (8.5%):				\$ <u>96,677.30</u>
TOTAL COST:				\$ <u>1,234,057.30</u>

Note: A bid must be received on all items. If any unit prices or extensions are left blank, they will be entered as \$0.00.

**WATER METER EQUIPMENT PROCUREMENT
CONTRACT**

THIS AGREEMENT, made in 5 copies, each of which shall be deemed original, and entered into as of the date hereinafter affixed, by and between CITY OF MARYSVILLE, hereinafter called the Owner, and _____, hereinafter called the Contractor, in consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the parties hereto covenant and agree as follows:

I. PERFORMANCE AND GUARANTEE -

The Contractor shall do all work and furnish all necessary tools, materials and equipment for the **WATER METER EQUIPMENT PROCUREMENT** in accordance with and as described in the attached plans and specifications, including addenda, which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the work provided under this contract and every part thereof.

The Contractor shall provide, except such as are mentioned in the specifications to be furnished by City of Marysville, and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof. The Contractor shall guarantee said materials and work for a period of two years after completion of this contract.

II. CONTRACT TIME & LIQUIDATED DAMAGES - If said work is not completed within the time specified, the Contractor agrees to pay to the Owner as liquidated damages the sum set forth in the Proposal for each and every calendar day said work remains uncompleted after expiration of the specified time.

III. AGREEMENT - The City of Marysville hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials and to do and cause to be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of prices bid and hereto attached, at the time and in the

manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns does hereby agree to the full performance of all covenants herein contained upon the part of the CONTRACTOR.

It is further provided that no liability shall attach to City of Marysville by reason of entering into this contract, except as expressly provided herein.

This agreement consists of the following documents, all of which are incorporated by reference as if set forth in full herein, and are component parts hereof:

Part A - Legal, Procedural, and Contract Documents Including Addendum _____, _____, _____.

Part B - Washington State Requirements

Part G - Indemnification Addendum

IV. INDEMNIFICATION - The Bidder agrees to defend, indemnify and hold the City of Marysville (hereinafter called Owner), its agents, and its Engineer, Gray & Osborne, Inc., and their sub-consultants harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this subcontract by Contractor or contractor's agents or employees to the fullest extent

permitted by law and subject to the limitations provided below.

Contractor's duty to indemnify Owner, its agents and its Engineer, Gray & Osborne, Inc., and their sub-consultants shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Owner or Owner's agents or employees.

Contractor's duty to indemnify Owner, its agents and its Engineer, Gray & Osborne, Inc., and their sub-consultants for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) Owner's agents or employees, and (b) Contractor or contractor's agents or employees, shall apply only to the extent of negligence of Contractor or Contractor's agents or employees.

Contractor's duty to defend, indemnify and hold Owner, its agents and its Engineer, Gray & Osborne, Inc., and their sub-consultants harmless shall include as to all claims, demands, losses and liability to which it

applies, Owner's personnel-related costs, reasonable attorney's fees, court costs and all other claim-related expenses.

V. WAIVER OF IMMUNITY – Contractor specifically and expressly waives any immunity that it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this subcontract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against Contractor by Owner and does not include, or extend to, any claims by Contractor's employees directly against Contractor.

See also General Conditions 3.03.4(4).

Contractor does, by signing this contract, agree that this waiver of immunity was mutually negotiated.

Countersigned:

This _____ day of _____, 2008.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY OF MARYSVILLE

Attest _____
Title

By _____
Mayor Dennis L. Kendall

Approved as to form

Legal Officer for Owner

By _____
Title of Officer _____

Address:

Acknowledgement of Waiver of Contractor's Industrial insurance immunity. See General Conditions 3.03.4(4). (Initial acknowledgement)

Owner

Contractor

**CITY OF MARYSVILLE
EXECUTIVE SUMMARY FOR ACTION**

CITY COUNCIL MEETING: May 12, 2008

AGENDA ITEM: Solid Waste Container Purchase – year- 2008	AGENDA SECTION:	
PREPARED BY: Terry C. Hawley – Operations Manager- Public Works	AGENDA NUMBER:	
ATTACHMENTS: 1) Bid Quote and Specifications will be attached after the bid opening scheduled for May 1, 2008	APPROVED BY: 	
	MAYOR	CAO
BUDGET CODE: 410461.548000 410 – Growth/Replacement/Annexation – Solid Waste Containers	AMOUNT: \$90,000	

SUMMARY STATEMENT

Due to replacement needs, combined with area growth, new Solid Waste containers are needed to keep up with demand and to replace worn units.

RECOMMENDED ACTION: Hold as place holder for the scheduled Council meeting on Monday, May 12, 2008
COUNCIL ACTION:

PLACEHOLDER

**CITY OF MARYSVILLE
EXECUTIVE SUMMARY FOR ACTION**

City Council Meeting Date: May 12, 2008

AGENDA ITEM: State Avenue Phase III Corridor Improvements - Professional Services Agreement for CM Services	AGENDA SECTION: New Business
PREPARED BY: Patrick Gruenhagen, Project Manager	AGENDA NUMBER:
ATTACHMENTS: Professional Services Agreement	APPROVED BY: 
	MAYOR CAO
BUDGET CODE: 30500030.563000, R-0301	AMOUNT: \$1,521,681.00

The City's State Avenue 136th Street NE to 152nd Street NE Corridor Improvement Project was advertised for construction on March 26, and bid opening occurred April 17. Subsequent to this, the City Council awarded the project to Wilder Construction on April 28th.

This Professional Services Agreement will provide the City with construction management services and design support during administration of the construction contract. The recommended consultant team for this portion of the work is Harris & Associates. Harris was among three firms which were interviewed by the City's selection committee on March 13th, and that committee ultimately concluded that Harris presented unique qualifications which made them best-suited for this project.

Harris & Associates is a nationally recognized, well-established construction management firm, with considerable expertise in the administration of projects involving Federal funds. Staff is therefore confident that the City would be well-served by Harris for this particular project, and recommends that Council authorize the Mayor to sign and execute the Professional Services Agreement with Harris & Associates.

The fee for these services, as negotiated, totals \$1,521,681.00. Of that, approximately \$1.275 Million is attributable to the construction management portion of the contract. (*as opposed to design support services, which constitute ~\$129k*) Taken as a percentage of the \$12.013 Million construction contract, the fee for CM services therefore yields a value of 10.6%. This figure compares quite favorably to the industry standard for such services, which traditionally has ranged from 12% to 15% of construction costs.

With an assumed 300 working day construction window, the project is anticipated to be complete by mid-summer 2009.

RECOMMENDED ACTION: Staff recommends that the Council authorize the Mayor to sign Professional Services Agreement in the amount of \$1,521,681.00 with Harris & Associates.
COUNCIL ACTION:

Local Agency Standard Consultant Agreement	Consultant/Address/Telephone Harris & Associates, Inc. 1800 112th Avenue NE, #210W Bellevue, WA 98004 425.453.0999 phone 425.453.0707 fax	
<input checked="" type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement		
Agreement Number	Project Title And Work Description State Avenue Corridor Improvements 136th Street NE to 152nd Street NE "Construction Administration & Inspection Services"	
Federal Aid Number		
Agreement Type (Choose one) <input type="checkbox"/> Lump Sum Lump Sum Amount \$ _____ <input checked="" type="checkbox"/> Cost Plus Fixed Fee Overhead Progress Payment Rate <u>175.73</u> % Overhead Cost Method <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input checked="" type="checkbox"/> Fixed Rate <u>32</u> % Fixed Fee \$ _____ <input type="checkbox"/> Specific Rates Of Pay <input type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> Cost Per Unit of Work	DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %	Federal ID Number or Social Security Number <u>942385238</u>
	Do you require a 1099 for IRS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Completion Date <u>Dec. 31, 2009</u>
	Total Amount Authorized \$ <u>1,521,681.00</u>	
	Management Reserve Fund \$ <u>0</u>	
	Maximum Amount Payable \$ <u>1,521,681.00</u>	

Index of Exhibits

- Exhibit "A" - Scope of Work
- Exhibit "B" - DBE Participation
- Exhibit "C" - Electronic Exchange of Engineering and Other Data
- Exhibit "D" - Payment (by Agreement Type)
- Exhibit "E" - Consultant Fee Determination
- Exhibit "F" - Breakdown of Overhead Cost
- Exhibit "G" - Subcontract Work/Fee Determination
- Exhibit "H" - Title VI Assurances
- Exhibit "I" - Payment Upon Termination of Agreement
- Exhibit "J" - Alleged Consultant Design Error Procedures
- Exhibit "K" - Consultant Claim Procedures
- Exhibit "L" - Liability Insurance Increase
- Exhibit "M" - Certification Documents

THIS AGREEMENT, made and entered into this _____ day of _____, 2008, between the Local Agency of City of Marysville, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I General Description of Work

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II Scope of Work

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

III General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY and/or such Federal, State, Community, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

IV Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. 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. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

VI Sub-Contracting

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

VII Employment

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII Nondiscrimination

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT'S failure to perform is without the CONSULTANT'S or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X Changes of Work

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI Disputes

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

XII Venue, Applicable Law, and Personal Jurisdiction

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

XIII Legal Relations

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

The CONSULTANT'S relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the PROJECT. Subject to the processing of a new sole source, or an acceptable supplemental agreement, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIV Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XVI Federal and State Review

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII Certification of the Consultant and the Agency

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

XVIII Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XIX Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

By _____ By _____

Consultant _____ Agency _____

Exhibit A
City of Marysville
State Avenue Corridor Improvements – 136th Street NE to 152nd Street
NE Project

Scope of Work

I. INTRODUCTION

The City of Marysville (City) has selected Harris & Associates (Harris) to provide Construction Management Services which consists of assistance with pre-construction planning; assistance with the construction contract bid and award process; construction administration; construction inspection; and close-out of the project.

II. DETAILED SCOPE OF WORK

TASK 1 – Project Management:

- 1.1 Purpose: Provide overall project management of the contract and coordination with the City. This effort will include the following elements.
- 1.2 Approach:
 - 1.2.1 Staff Management: Organize and layout work for the project staff. Coordinate any staff changes with the City.
 - 1.2.2 Progress Report and Invoice: Prepare an invoice and project progress report to be submitted to the City on a monthly basis.
 - 1.2.3 Meeting with the City: Meet with the City monthly to review the status of the work included in this contract.
- 1.3 Assumptions:
 - 1.3.1 Progress Report and Invoice: On a monthly basis, Harris will organize and layout work for the project staff. Coordinate any staff changes with the City.
 - 1.3.2 Project Duration: Fifteen (15) months for construction (300 working days) and one (1) month for close out.
- 1.4 Deliverables:
 - 1.4.1 Progress report and invoices.

Task 2 – Pre-Construction:

- 2.1 Approach:
 - 2.1.1 Set-up: Organize and set-up files for construction. RE and Inspector will walk the site and review Contract Documents.
 - 2.1.2 Construction Management Plan: Prepare a Construction Management Plan (CMP) to define the key project stakeholders and their roles and responsibilities. The CMP will include contract administration procedures to be used throughout the construction phase.
 - 2.1.3 Right-of-Entry Agreements: Assemble a notebook with all the right of entry agreements with the terms and conditions for use by the CM team on site.
 - 2.1.4 Pre-Construction Meeting: Prepare agenda and lead a pre-construction conference that will be scheduled prior to the start of construction in the City offices.

- 2.1.5 Pre-construction photographs: Prepare two sets of preconstruction photographs and video tape of the existing conditions of each property along the corridor prior to the start of construction.

2.2 Assumptions:

- 2.2.1 Construction Management Plan: Harris will prepare a draft plan for the City to review. After the City reviews and comments on the plan, Harris will finalize and distribute the plan to City staff and the Design Team. We assume that there will be two (2) copies reproduced and distributed.
- 2.2.2 The City will provide Harris with the right of entry agreements.
- 2.2.3 City and/or KPFF and/or their Sub consultant(s) as appropriate will prepare and distribute addendum. Harris will track distribution.
- 2.2.4 The City will award the contract.
- 2.2.5 No time has been included should a bid protest or challenge be filed or initiated.
- 2.2.6 Pre-construction meeting: The RE shall prepare an agenda and distribute the notices to the Contractor, City, KPFF and or their Subconsultant(s) as appropriate and others as determined by the City and KPFF. The City will notify the appropriate City staff of the meeting and request their presence. The Contractor will identify and notify the appropriate subcontractor. Harris' PD, RE, Inspector and Field Administrator will attend the pre-construction conference. At the conclusion of the conference, Harris will prepare a written record of the meeting. Harris shall distribute copies of the minutes to all attendees and affected agencies, staff, etc.

2.3 Deliverables:

- 2.3.1 Construction Management Plan.
- 2.3.2 Pre-construction meeting agenda and meeting notes.
- 2.3.3 Pre-construction photographs and video.

Task 3 – Construction Phase Services:

- 3.1 Purpose: Provide construction administration and inspection services during construction (after award of the construction contract.)
- 3.2 Approach: The City requested Harris include the Design Consultant, KPFF and or their Sub consultant(s) as appropriate, on the team to attend progress meetings, review RFI's, and review submittals as requested.
- 3.3 Harris will perform the following tasks
- 3.3.1 Review and provide comments to the City on the General Contractor's traffic control and drainage plans and schedule for completing the work.
- 3.3.2 The RE will have day-to-day contact with the Contractor and the City.
- 3.3.3 The RE and his staff will have the following responsibilities:
- 3.3.3.1 Prepare a daily construction report detailing the Contractor's activities performed for each working day the Contractor is on site. The report will identify quantities of materials and equipment installed, equipment and staff on site, etc.
- 3.3.3.2 Review and comment on the Contractor's baseline schedule and monthly updates.
- 3.3.3.3 As questions arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the Contractor, the RE will work with the City and Design Team to resolve the issues.

- 3.3.3.4 Meet with property owners and merchants to periodically let them know about the status of the work and schedule of work to come. Work with adjacent property owners, the general public, and other stakeholders. Keep them informed of the progress of the work and schedule for upcoming activities. Keep the City informed of any concerns or problems property owners and vendors have about the project.
- 3.3.3.5 Prepare field records and documents to help assure the project is administered in accordance with Federal, State, and/or funding agency requirements.
- 3.3.3.6 Receive, log and circulate submittals (Contractor shop drawings, catalog cuts, material certifications and other Contractor submittals required by the specifications for compliance with the contract requirements) for review and appropriate action.
- 3.3.3.7 Maintain payment, change request, change order, submittal, RFI, non-conformance logs on site for review at all times.
- 3.3.3.8 Prepare agendas; conduct weekly progress meetings with the Contractor, City and Design Team. Topics to be covered in the meeting include the status of the work, activities scheduled for the upcoming two weeks, status of submittals, RFI's, and changes to the work. Prepare and distribute meeting minutes within four (4) working days of the meeting to all parties at the meeting.
- 3.3.3.9 Provide photographs on a weekly basis during the course of construction. Photographs to be labeled with date taken and subject matter. Provide preconstruction and post-construction photographs from a minimum of four (4) vantage points that represent project conditions "before and after".
- 3.3.3.10 Receive, log, review and respond directly to RFI's transmitted by the Contractor. For technical issue, transmit RFI's to the City and/or KPFF and or their Subconsultant(s) as appropriate for their direction.
- 3.3.3.11 Receive, log and review for completeness submittals received from the Contractor. For technical issues, transmit submittals to the City and/or KPFF and or their Subconsultant(s) as appropriate for their direction.
- 3.3.3.12 Prepare and distribute change orders to the Contractor. Review the Contractor's change order requests and make recommendations to the City on acceptance of the changes.
- 3.3.3.13 Track material quantities delivered and installed. Coordinate quantity installation with the Contractor.
- 3.3.3.14 Review the Contractor's monthly payment requests and make recommendations to the City on acceptance of the requests. Review documentation accompanying monthly payment request to confirm compliance with the Contract Documents. Notify the Contractor of any deficiencies.
- 3.3.3.15 Coordinate and manage testing subcontractor(s). Coordinate the work of the testing laboratories in the observation and testing of materials used in the construction. Document and evaluate results of tests and identify deficiencies. Review test results and notify the Contractor of any deficiencies. Track remedial work until work is completed in accordance with the Contract Documents.
- 3.3.3.16 Perform wage interviews in accordance with WSDOT requirements.
- 3.3.3.17 Review "minor" claims submitted by the Contractor and provide the City with an analysis and recommendation for resolution.

3.4 Assumptions:

- 3.4.1 KPFF will review submittals, RFI's, and change order requests in support of the field activities to provide technical interpretations of the drawings, specifications, and Contract Documents, and evaluate requested deviations from the approved design or specifications.
- 3.4.2 KPFF will provide technical assistance for change orders.
- 3.4.3 If needed, KPFF will attend the weekly progress meetings with the Contractor and the City to respond to design/technical issues as requested.
- 3.4.4 KPFF will be responsible for preparing as-built drawings using information from the Contractor.
- 3.4.5 KPFF will provide supplemental drawings or details, if necessary, to clarify design intent.
- 3.4.6 "Minor claims" are those submitted by the Contractor whereby Harris can review the merit and costs as part of its normal day-to-day activities on the project. These claims would be received and reviewed by the RE/Inspector during the construction period (not during the post-construction phase.) If additional resources are required to analyze merit, schedules, and/or detailed cost proposals that will be compensated through an amendment to this agreement.
- 3.4.7 Assume no overtime for inspectors.
- 3.4.8 The City will provide reasonably prompt responses and direction to questions and/or issues presented by Harris to the City from the Contractor.
- 3.4.9 The City will provide reasonably prompt responses and direction on change requests and proposals presented to the City provided by Harris from the Contractor.
- 3.4.10 Prepare weekly statements of working days.

3.5 Deliverables:

- 3.5.1 Daily Reports – Submit to the City on a weekly basis or upon request.
- 3.5.2 Construction Photographs – 1 set of weekly photos including pre-construction photographs will be maintained at the site and turned over to the City upon completion of the work.
- 3.5.3 Weekly meeting minutes.
- 3.5.4 Field change and change orders with back-up.
- 3.5.5 Construction documentation per LAG requirements.
- 3.5.6 Requests for information with responses.
- 3.5.7 Submittal responses and supporting material.

Task 4 – KPFF and/or their Subconsultant(s) Support During Construction

The City requested Harris to include KPFF and or their Subconsultant(s) as appropriate in our contract to respond to questions and provide clarifications on the design documents.

4.1 – Project Management:

4.1.1 Purpose:

- 4.1.1.1 KPFF and or their Subconsultant(s) as appropriate will provide project management of its work during the construction phase of the project.

4.1.2 Approach:

- 4.1.2.1 Coordinate with Harris by phone, e-mail, and up to two meetings during the construction phase.
- 4.1.2.2 Prepare monthly invoices and progress reports.

4.1.3 Assumptions:

4.1.3.1 KPFF and or their Subconsultant(s) as appropriate services is estimated at fifteen (15) months; thirteen (13) months for construction plus two (2) months to complete the record drawings.

4.1.4 Deliverables:

4.1.4.1 Monthly invoices and progress reports briefly describing the work performed, budget used to date and remaining budget. The report will indicate any KPFF budget and/or schedule concerns.

4.2 – Construction Support

4.2.1 Purpose: As designer of the project, KPFF and or their Subconsultant(s) as appropriate will attend meetings, as needed, and provide support related to issues of clarifications and interpretations and shop drawing review during construction as requested.

4.2.2 Approach: KPFF and or their Subconsultant(s) as appropriate will provide the following services during construction:

4.2.2.1 Review requests for information (RFIs) related to the design or contract interpretation from the Contractor during the project and prepare responses to Harris. KPFF and or their Subconsultant(s) as appropriate will assist in issuing necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such responses will be consistent with the intent of, and can be reasonably inferred from the Contract Documents.

4.2.2.2 Review Contractor's shop drawings relative to the pump system for general compliance with the information given in the Contract Documents.

4.2.2.3 Review technical submittals when requested by Harris.

4.2.2.4 KPFF and or their Subconsultant(s) as appropriate will attend up to 30 weekly construction progress meeting with the Contractor and Harris as requested by Harris.

4.2.2.5 Prepare record drawings from red-line drawings provided by the Contractor through Harris.

4.2.3 Assumptions:

4.2.3.1 Assume 14 days for review of each submittal of the Contractor's shop drawings for the pumping system.

4.2.3.2 The duration of construction support will be fifteen (15) months.

4.2.3.3 Review of the electrical drawings for the pumping system will be performed by a subcontractor to KPFF and or their Subconsultant(s) as appropriate.

4.2.3.4 This scope of work does not include performing new design work to the bid documents.

4.2.3.5 KPFF and or their Subconsultant(s) as appropriate will attend 30 weekly construction meetings. Attendance at additional meetings will be considered Extra Work in accordance with Article XIV of the Agreement

4.2.3.6 KPFF and or their Subconsultant(s) as appropriate will not do any field work in relation to the record drawings and will not be responsible for the accuracy of the Contractor's red-line drawings. If field surveys are necessary to verify red-line drawings, this will be considered Extra Work in accordance with Article XIV of the Agreement.

4.2.4 Deliverables:

4.2.4.1 Written responses to RFIs.

4.2.4.2 Reviewed shop drawings for the pump system with notification as to compliance with the Contract Documents.

4.2.4.3 Record drawings in electronic format (PDF and/or Autocad)

4.2.4.4 Reviewed Technical Submittals with notification as to compliance with the Contract Documents.

Task 5 – Field Testing

- 5.1 Purpose: Provide field-testing of materials to support WSDOT documentation requirements and confirm materials are installed in accordance with the specifications.
- 5.2 Approach:
- 5.2.1 Comply with WSDOT Specifications and Chapter 9 of the WSDOT Construction Manual.
 - 5.2.2 Harris will coordinate the testing efforts.
- 5.3 Assumptions:
- 5.3.1 Harris will support all costs for materials testing costs with invoices.
 - 5.3.2 Harris will track materials testing costs and provide the City with a summary of those costs on a monthly basis with a forecast to complete.
- 5.4 Deliverables:
- 5.4.1 Test reports in accordance with WSDOT requirements.
 - 5.4.2 Monthly report summarizing test costs.

Task 6 – Close-out

- 6.1 Purpose: Close-out project so that the City can document work completed on the project and secure funding.
- 6.2 Approach:
- 6.2.1 Prior to substantial completion, Harris will provide the Contractor with a punch list of items to be completed or repaired before acceptance of the project. As the Contractor completes each item, they will be removed from the list. On a weekly basis (or more frequently as agreed) Harris will meet with the Contractor to review the status of the list.
 - 6.2.2 After the project is accepted, Harris will develop a list of items to be completed before the project is closed out. Harris will review this list with the City and Contractor on a weekly basis (or as agreed.)
 - 6.2.3 Prepare documentation for the City in accordance with Chapter 53 of the Local Agency Guidelines. These include the project completion letter, materials certificates, list of change orders, and WSDOT Final Acceptance Date.
 - 6.2.4 Assist City with WSDOT project management review in accordance with Chapter 53 of the LAG.
 - 6.2.5 Assist the City with closeout of WSDOT and FHWA accounts for the project.
 - 6.2.6 Turn over all project documents and files to the City.
- 6.3 Deliverables:
- 6.3.1 Punch list(s)
 - 6.3.2 Completion Letter
 - 6.3.3 Material Certifications
 - 6.3.4 Comparison of Quantities
 - 6.3.5 Project Documents

**Disadvantaged Business
Enterprise Utilization Certification**
(Optional - Use only when DBE Consultant is Utilized)

To be eligible for award of this contract the bidder must fill out and submit, as part of its bid proposal, the following Disadvantaged Business Enterprise Utilization Certification relating to Disadvantaged Business Enterprise (DBE) requirements. The Contracting Agency shall consider as non-responsive and shall reject any bid proposal that does not contain a DBE Certification which properly demonstrates that the bidder will meet the DBE participation requirements in one of the manners provided for in the proposed contract. If the bidder is relying on the good faith effort method to meet the DBE assigned contract goal, documentation in addition to the certificate must be submitted with the bid proposal as support for such efforts. The successful bidder's DBE Certification shall be deemed a part of the resulting contract. Information on certified firms is available from OMWBE, telephone 360-753-9693.

certifies that the Disadvantaged Business Enterprise

_____ Name of Bidder
(DBE) Firms listed below have been contacted regarding participation on this project. If this bidder is successful on this project and is awarded the contract, it shall assure that subcontracts or supply agreements are executed with those firms where an "Amount to be Applied Towards Goal" is listed. (If necessary, use additional sheet.)

Name of DBE Certificate Number	Project Role * (Prime, Joint Venture, Subcontractor, Manufacturer, Regular Dealer, Service Provider)	Description of Work	Amount to be Applied Towards Goal **
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Disadvantaged Business Enterprise Subcontracting Goal: _____ DBE Total \$ _____ ***

- * Regular Dealer status must be approved prior to bid submittal by the Office of Equal Opportunity, Wash. State Dept. of Transportation on each contract.
- ** See the section "Counting DBE Participation Toward Meeting the Goal" in the Contract Document.
- *** The Contracting Agency will utilize this amount to determine whether or not the bidder has met the goal. In the event of an arithmetic difference between this total and the sum of the individual amounts listed above, then the sum of the amounts listed shall prevail and the total will be revised accordingly.

EXHIBIT C
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Exhibit D-2 Payment (Cost Plus a Fixed Fee)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT 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 specified in Section II, "Scope of Work." The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, direct non-salary costs, and fixed fee.

1. Direct Salary Costs: The Direct Salary Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.

2. Overhead Costs: Overhead Costs are those costs other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The two options are explained as follows:

- a. Fixed Rate: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.
- b. Actual Cost: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANTS cost estimate and the overhead computation is shown in Exhibit "E" attached hereto and by this reference made part of this AGREEMENT. When an Actual Cost method is used, the CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an overhead schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the overhead rate for billing purposes. It shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed overhead costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY, STATE and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
 - a. Subconsultant costs will include a Sub-Consultant Oversight mark-up of 4% as allowed in accordance with 48 CFR 31.2. Subconsultant costs including Oversight Markup must be itemized on the Subconsultant Fee Determination - Summary sheet attached as Exhibit G-1.
 - b. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Costs."
 - c. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
 - d. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.
 - c. All above charges must be necessary for the services provided under this AGREEMENT.
4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in the heading of this AGREEMENT under Fixed Fee. This amount does not include any additional Fixed Fee, which could be authorized from the Management Reserve Fund. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."

5. Management Reserve Fund: The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."
 6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the calculated overhead and fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct Salary, Direct Non-Salary, and allowable Overhead Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed salary costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

- D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

Exhibit E-1, Marysville, WA
State Avenue Corridor Improvements, 136th Street NE to 152nd
Street NE
Level of Effort - Construction Management Services



Project Team	2008										2008 Hours	2009												2009 Hours	2010				2010 Hours	Total Hours	2008 Hourly Rate	2008 Fee	2009 Fee	2010 Fee	Total Fee
	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan		Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan		Feb	Mar	Apr								
Sam Yaghmale, PE Project Director		8	8	8	8	8	8	10	10	68	10	10	10	8	8	8	8	8					70					0	138	195.29	\$13,280	\$14,354	\$0	\$27,634	
Phil Gagnier, CCM Construction Manager		88	176	176	176	176	176	176	176	1320	176	176	176	176	176	176	176					1408					0	2,728	149.22	\$196,970	\$220,607	\$0	\$417,577		
Juan Martinez Inspector		88	176	176	176	176	176	176	176	1320	176	176	176	176	176	176	176					1408					0	2,728	113	\$149,160	\$167,059	\$0	\$316,219		
Bill Pittwood Inspector		88	176	176	176	176	176	176	176	1320	176	176	176	176	176	176	176					1408					0	2,728	99.83	\$131,776	\$147,589	\$0	\$279,364		
Vivian Collica Office Administrator		88	176	176	176	176	176	176	176	1320	176	176	176	176	176	176	176					1408					0	2,728	83.88	\$110,722	\$124,008	\$0	\$234,730		
TOTAL		360	712	712	712	712	712	714	714	5348	714	714	714	712	712	712	712	0	0	0	0	5702					0	11,050		\$601,907	\$673,617	\$0	\$1,275,524		

- Assumptions:**
- *Overtime Hours are Not Included
 - *Extensions of Time to the Contract are Not Included
 - *5% Yearly Salary Escalations are Included
 - * Estimate is based on 300 working days
 - * 16 working days for close out
 - * Harris's NTP to be May 13, 2008

Exhibit E-2
City of Marysville, State Avenue Corridor Improvements, 136th
Street NE to 152nd Street NE
Consultant Fee Determination - Summary Sheet
(Specific Rates of Pay)
Fee Schedule

Discipline or Job Title	Hourly Rate	Overhead @175.73%	Profit @_32%	Rate Per Hour
Vivian Collica : Administrative	\$ 27.26	\$ 47.90	\$ 8.72	\$ 83.88
Bill Pittwood: Inspector	\$ 32.44	\$ 57.01	\$ 10.38	\$ 99.83
Juan Martinez : Inspector	\$ 36.72	\$ 64.53	\$ 11.75	\$ 113.00
Phillip Gagnier : Construction Manager	\$ 48.49	\$ 85.21	\$ 15.52	\$149.22
Sam Yaghmaie, PE : Project Director	\$ 63.46	\$ 111.52	\$ 20.31	\$ 195.29

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	-		-	

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	-		-	
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	-		-	

HARRIS & ASSOCIATES, INC.

**SCHEDULE I – ALLOWABLE AND NON-ALLOWABLE EXPENSES
UNDER THE FEDERAL ACQUISITION REGULATIONS
For the Years Ended December 31, 2007 and 2006**

	2007	2006
Operating Expenses:		
401(K) match	\$ 593,132	\$ 539,221
Aircraft expense	38,338	42,058
Auto allowances	262,758	239,805
Benefits administration	83,203	66,476
Computer services & supplies	327,180	400,375
Depreciation	417,570	451,040
Direct labor	(22,871,240)	(21,682,325)
Dues, books & subscriptions	224,358	208,934
Education	24,656	27,013
Employee benefits	2,470,421	2,411,085
Employee recruiting	261,371	482,724
Equipment rental	454,469	414,130
ESOP Contribution	500,003	191,674
Formula bonus	350,548	398,790
Insurance	1,452,320	1,316,276
Legal & accounting	455,806	344,741
Living/moving & miscellaneous	961,870	785,639
Meetings & conferences	428,868	333,354
Morale/amenities	385,205	327,909
Office supplies	471,838	600,049
Outside services	120,655	430,611
Payroll taxes	3,023,546	2,888,295
Postage and delivery	269,090	287,977
Printing expense	230,365	248,434
Professional development	163,100	167,243
Rent	3,126,680	2,545,059
Repairs & maintenance	241,746	224,650
Salaries	40,514,455	37,371,859
Senior manager ICP	237,563	250,000
Sick leave bonus	112,122	114,585
Surveying & drafting equipment	49,802	77,720
Taxes & licenses	205,992	379,800
Telephone & utilities	924,484	774,975
Training	154,451	-
Travel	2,031,271	2,090,695
Vehicle - billable offset	(306,716)	(388,218)
Vehicle maintenance	438,599	378,247
Vehicle leases	1,362,885	1,400,353
	<u>\$ 40,192,764</u>	<u>\$ 37,141,253</u>
Total FAR Allowable Expenses		
FAR Overhead Rate	<u>175.73%</u>	<u>171.30%</u>

See Independent Auditor's Report on Supplementary Information

EXHIBIT G

**Exhibit G-1
Subconsultant Fee Determination – KPFF- Summary Sheet**

Project: Marysville State Ave., Phase III

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>	<u>Rate</u>	<u>Cost</u>
Principal In Charge	25	\$ 55.00	\$ 1375.00
Project Manager	129	\$ 45.00	\$5805.00
Project Engineer	468	\$ 35.00	\$16,380.00
CADD Technician	158	\$ 30.00	\$ 4,740.00
Administration	10	\$ 20.00	\$200.00
_____	_____	X _____	\$ _____
_____	_____	X _____	\$ _____
_____	_____	X _____	\$ _____
_____	_____	X _____	\$ _____

Total DSC = \$ 28,500.00

Overhead (OH Cost -- including Salary Additives):

OH Rate x DSC of 128.27% x \$ 28,500.00 \$ 36,556.95

Fixed Fee (FF):

FF Rate x DSC of 30.00% x \$ 28,500.00 \$ 8,550.00

Reimbursables:

Itemized \$ 5153.00

Subconsultant Costs (See Exhibit G):

Prine Mark up 4%x \$ 78,760.00 \$ 3150.40

Grand Total \$ 81,910.40

KPFF
CONSULTANT FEE DETERMINATION
SUMMARY OF COST
 State Avenue - 136th to 152nd

Classification	Direct Salary Cost	Total Hours	Direct Salary Total Cost
Principal in Charge	\$55.00	25	\$1,375.00
Project Manager	\$45.00	129	\$5,805.00
Project Engineer	\$35.00	468	\$16,380.00
Design Engineer	\$30.00	0	\$0.00
CADD Technician	\$30.00	158	\$4,740.00
Administration	\$20.00	10	\$200.00
	<hr/> Subtotal: DSC		790 \$28,500.00
Overhead (OH) Cost (Include Salary Additives)			
OH Rate x DSC of	128.27%	\$28,500.00	\$36,556.95
Fixed Fee (FF)			
FF Rate	30.00%	\$28,500.00	\$8,550.00
	<hr/> Total KPFF		\$73,606.95
Expenses			
7% of Total KPFF Cost			\$5,153
	<hr/> Reimbursable Total		\$5,153
Subconsultant Expenses			
Hough Beck & Baird (Landscaping)			\$9,824
DKS Associates (Signals)			\$12,790
OTAK (Drainage)			\$71,211
Cross Engineers (Electrical/Pumps)			\$6,296
PanGEO (Geotech)			\$3,200
	<hr/> Subconsultant Total		\$103,320.64
<hr/> Total Agreement Amount			\$182,081

Exhibit G-1
Subconsultant Fee Determination – Hough Beck & Baird- Summary Sheet

Project: Marysville State Ave., Phase III

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>		<u>Rate</u>	<u>Cost</u>
Principal In Charge	4.5		60.60	\$ 272.70
Landscape Architect	4		\$ 38.60	\$154.40
Project Designer	4		\$ 29.70	\$118.80
CADD Technician	4		\$ 23.00	\$ 92.00
Administration	4		\$ 17.50	\$70.00
Business Management	4		\$ 30.50	\$122.00
_____	_____	X	_____	\$ _____
_____	_____	X	_____	\$ _____
_____	_____	X	_____	\$ _____
Total DSC =				\$ 829.90

Overhead (OH Cost -- including Salary Additives):

186.26 %	\$ 829.90	\$ 1545.77
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Fixed Fee (FF):

30.00%	\$ 829.90	\$ 248.97
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Reimbursables:

Itemized	\$ 425.00
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Subconsultant Costs (See Exhibit G):

Prime Mark up	4% x \$ 3,050.00	\$ 122.00
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Grand Total \$ 3,172.00

**Exhibit G-1
Subconsultant Fee Determination – DKS- Summary Sheet**

Project: Marysville State Ave., Phase III

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>	<u>Rate</u>	<u>Cost</u>
Principal In Charge	0	\$ 60.00	
Project Manager	89	\$ 38.00	\$3,382.00
Project Engineer	16	\$ 28.00	\$448.00
CADD Technician	0	\$ 22.70	
Administration	15	\$ 18.30	\$274.50
_Design Engineer	0	\$ 25.00	
_____	_____	X _____	\$ _____
_____	_____	X _____	\$ _____
_____	_____	X _____	\$ _____

Total DSC =\$ \$ 4,104.50

Overhead (OH Cost -- including Salary Additives):

OH Rate x DSC of 171.86% x \$ 4,104.50 \$ 7,053.99

Fixed Fee (FF):

FF Rate x DSC of: 30.00% x \$ 4,104.50 \$ 1,231.35

Reimbursables:

Itemized \$ 400.00

Subconsultant Costs (See Exhibit G):

Prine Mark up 4%x 12,790.00 \$ 511.60

Grand Total \$ 13,301.60

**Exhibit G-1
Subconsultant Fee Determination – OTAK- Summary Sheet**

Project: Marysville State Ave., Phase III

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>	<u>Rate</u>	<u>Cost</u>
Principal In Charge	20	\$ 202.00	\$ 4,040.00
CEV	50	\$ 120.00	\$6,000.00
CEII	60	\$ 93.00	\$5,580.00
ENG TEC IV	60	\$ 80.00	\$ 4,800.00
Administration	40	\$ 68.00	\$2,720.00
_____	_____	X _____	\$ _____
_____	_____	X _____	\$ _____
_____	_____	X _____	\$ _____
_____	_____	X _____	\$ _____

Total DSC =\$ \$ 23,140.00

Overhead (OH Cost -- including Salary Additives):

N/A

Fixed Fee (FF):

N/A

Reimbursables:

Itemized \$ 1,620.00

Subconsultant Costs (See Exhibit G):

Prime Mark up 4%x 24,760.00 \$ 990.40

Grand Total \$ 25,750.40

Exhibit G-1
Subconsultant Fee Determination – Hultz BHU Cross- Summary
Sheet

Project: Marysville State Ave., Phase III

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>	<u>Rate</u>	<u>Cost</u>
Principal In Charge	0	0	
Landscape Architect	60	\$ 33.00	\$1,980.00
Project Designer	0	\$ 29.70	
CADD Technician	0	\$ 23.00	
Business Management Administration	0	\$ 30.50	
	0	\$ 17.50	
_____	_____	X _____	\$ _____
_____	_____	X _____	\$ _____
		Total DSC =	\$ 1,980.00

Overhead (OH Cost -- including Salary Additives):

188.00% x \$ 1980.00 \$ 3722.40

Fixed Fee (FF):

30.00% x \$ 1980.00 \$ 594.00

Reimbursables:

Itemized, mileage 0.48 per mile

Subconsultant Costs (See Exhibit G):

Prime Mark up 4% x \$ 6,296.00 \$ 252.00

Grand Total \$ 6,548.00

Exhibit G-1
Subconsultant Fee Determination – PanGeo- Summary Sheet

Project: Marysville State Ave., Phase III

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>	<u>Rate</u>	<u>Cost</u>
Principal In Charge	20	160.00	\$ 3,200.00
_____	_____	X _____	\$ _____
_____	_____	X _____	\$ _____
_____	_____	X _____	\$ _____
_____	_____	X _____	\$ _____
Total DSC =			\$ 3,200.00

Overhead (OH Cost -- including Salary Additives):

N/A

Fixed Fee (FF):

N/A

Reimbursables:

Itemized

N/A

Subconsultant Costs (See Exhibit G):

Prime Mark up 4%x 3,200.00 \$ 128.00

Grand Total \$ 3,328.00

Systems Consulting, LLC
Overhead Schedule
December 31, 2006

Title	Proposed	Systems Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Direct Labor Base	<u>\$166,062</u>				<u>\$166,062</u>	
Indirect Cost						
Indirect Salaries	\$139,332	(\$20,900)		A	\$118,432	71.32%
Rent	34,227				\$34,227	20.61%
Depreciation	17,062				\$17,062	10.27%
Car & Truck	11,322		(2,020)	F	\$9,302	5.60%
Insurance	4,087				\$4,087	2.46%
Travel	34,932	(22,706)		B	\$12,226	7.36%
Education/Training	2,013				\$2,013	1.21%
Advertising	9,684	(9,684)		C	\$0	0.00%
Legal & Professional	2,892				\$2,892	1.74%
Repairs & Maintenance	1,461				\$1,461	0.88%
Office Equipment	4,329				\$4,329	2.61%
Office Expense	5,316				\$5,316	3.20%
Taxes & Licenses	24,328	(7,405)		D	\$16,923	10.19%
Miscellaneous	1,461	(1,461)		E	\$0	0.00%
EE Benefits	15,508				\$15,508	9.34%
Tax Expense	11,487				\$11,487	6.92%
Telephone	5,378				\$5,378	3.24%
Parking	885		(885)	G	\$0	0.00%
Internet	2,201				\$2,201	1.33%
Total Expenses	<u>\$327,905</u>	<u>(\$62,156)</u>	<u>(\$2,905)</u>		<u>\$262,844</u>	<u>158.28%</u>
Overhead Rate	197.46%				158.28%	

Systems Consulting, LLC - Reviewed & Accepted 2/22/08 MR

Financial Statement Compilation Report issued by Clanton, Helfman & Radus CPA's LLP

Exhibit G-1
Subconsultant Fee Determination – Cascade Testing- Summary Sheet

Project: Marysville State Ave., Phase III

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>	<u>Rate</u>	<u>Cost</u>
Field Inspector	700	= \$ 61.50	\$ 43,050.00
_____	_____	X _____	\$ _____
_____	_____	X _____	\$ _____
_____	_____	X _____	\$ _____
_____	_____	X _____	\$ _____
Total DSC =			\$ 43,050.00

Overhead (OH Cost -- including Salary Additives):

N/A

Fixed Fee (FF):

N/A

Reimbursables:

Laboratory Testing/Insurance \$ 6,380.00

Subconsultant Costs (See Exhibit G):

Prime Mark up 4%x 49,429.70 \$ 1,977.00

Grand Total \$ 51,406.70

CASCADE TESTING LABORATORY, INC.
TESTING & INSPECTION



CASCADE TESTING LABORATORY, INC.
TESTING & INSPECTION
12919 NE 126TH PLACE
KIRKLAND, WASHINGTON 98034

KIRKLAND: (425) 823-9800 SEATTLE: (206) 525-6700
FAX: (425) 823-2203 EVERETT: (425) 743-1865

March 26, 2008

Sam Yaghmaie, P.E.
Senior Project Manager
Harris & Associates
1800 - 112th Avenue NE, # 210W
Bellevue, WA 98004

Reference: **Special Inspection and Testing Services
Marysville Road Project**

Attention: Sam Yaghmaie

Cascade Testing Laboratory, Inc. appreciates your consideration of our firm for special inspection and material testing services on the above referenced project. The following information will demonstrate the benefit of having Cascade Testing Laboratory as part of your team that is involved with the successful completion of this project. We are pleased to provide this cost estimate for our services.

Cascade Testing Laboratory, Inc. has been in operation in the greater Seattle area since 1974. In this time period we have participated in the successful completion of thousands of projects from high-rises to homes.

Cascade Testing Laboratory, Inc. is certified by the Washington Association of Building Officials, (WABO). Cascade is also in Accredited Laboratory in the field of Construction Materials Testing by The American Association for Laboratory Accreditation (A2LA). Please see the A2LA website for accredited tests (www.a2la.org). All inspections would be performed by licensed field personnel. All inspections are performed to ASTM and IBC standards

Cascade Testing Laboratory, Inc. has offices in Kirkland and Everett. We can assure you that Cascade Testing Laboratory does not have any hidden charges. You will not be billed for review of reports, copies of reports (regardless of the amount), principal review, phone calls, faxes, proof of insurance or final letters.

Cascade Testing is a multidisciplined firm offering services in many fields including quality control inspection and testing of Reinforced Concrete, Reinforced Masonry, Shotcrete, Soils, Asphalt Paving, Prestressed and Post-tensioned Concrete, Structural Steel/Welding, Fireproofing and Roofing.

Cascade Testing Laboratory, Inc. has a minimum charge of four (4) hours. The client is not charged for travel time (not based portal to portal). Inspector mileage reimbursement at \$0.50 per mile from our closest office in five (5) mile radius zones. Specimen pickup @ \$0.60 per mile from our closest office in five (5) mile radius zones. (No hourly - just mileage charge - for specimen pickup) .

CASCADE TESTING LABORATORY, INC.
TESTING & INSPECTION

March 24, 2008
Sam Yaghmaie
Page 2

BUDGET ESTIMATE

The following budget estimate is based on a conversation with Sam about the scope of the project.

Soils

Seven- Hundred (700) hours @ \$61.50/hour.....	\$43,050.00
Ten (10) moisture density proctors @ \$155.00/each.....	\$ 1,550.00
Ten (10) extraction and gradations @ \$135.00/each.....	\$ 1,350.00
Ten (10) rice density @ \$54.00/each.....	\$ 540.00
Ten (10) fractured face count @ \$70.00/each.....	\$ 700.00

Mileage

Inspector calls @ one-hundred (100) trips in Zone 1 @ \$5.00/trip.....	\$ 500.00
Specimen Sample Pickup @ fifty (50) trips in Zone 1 @ \$6.00/trip.....	\$ 300.00

Budget Estimate	\$47,990.00
Professional Liability Insurance	\$ 1,439.70
TOTAL BUDGET ESTIMATE	\$49,429.70

The hours of inspections are estimated throughout budget. If an inspection is not required this will reflect as a reduced cost in testing and inspection. We feel budgets can be monitored properly when clients are only charged for actual work performed.

Inspections not included in this proposal or other additional services requested by the client, but not covered in this proposal, will be billed at our current rates. The quantities when given are estimates based on contract documents made available at the time of proposal preparation. Since schedule performance, production and charges are directed and/or controlled by others, any quantity extensions must be considered as estimates and not guarantee of maximum cost.

Cascade Testing Laboratory, Inc. has professional liability insurance in the amount of \$1,000,000.

We look forward to being part of the team that is involved with a successful completion of this project. Upon acceptance please sign in the space provided below and return a copy of this letter which will serve as our agreement.

Respectfully,

CASCADE TESTING LABORATORY, INC.

Kenneth B. Foot
President

Bryce Averill
Sales Associate

Accepted by: _____ Date: _____

Company: _____ Title: _____

This proposal is good thru the project if started within six (6) months of the date issued.



CASCADE TESTING LABORATORY, INC.
 TESTING & INSPECTION
 12919 NE 126TH PLACE
 KIRKLAND, WASHINGTON 98034

KIRKLAND: (425) 823-9800 SEATTLE: (206) 525-6700
 FAX: (425) 823-2203 EVERETT: (425) 743-1865

FEE SCHEDULE/FEBRUARY 2008

TRAVEL

Seattle/Everett Area (\$0.50/mile) Charges/Trip (5 miles radius zones)
 Zone 1 - \$5.00; 2 - \$10.00; 3 - \$15.00; 4 - \$20.00; 5 - \$25.00; 6 - \$30.00
 Seattle/Everett Area (\$0.60/mile) Specimen Pickup/Trip
 Zone 1 - \$6.00; 2 - \$12.00; 3 - \$18.00; 4 - \$24.00; 5 - \$30.00; 6 - \$36.00
 Outside Seattle/Everett Area
 Personnel - \$52.50/hour; Mileage - \$ 0.50/mile; Specimen Pickup - \$0.60/mile;
 Tolls & Ferries - At Cost; Subsistence - \$80.00/day, depends on location

CONCRETE

LABORATORY SERVICES:

Senior Laboratory Technician and Facilities	\$ 90.00/hour
Additional Laboratory Technician	\$ 55.50/hour
Special Equipment and Mobile Laboratories	Rates on Request

INSPECTION:

Special Inspection Services	\$ 55.50/hour
Inspector Technicians (Overtime)	\$ 83.25/hour
Consulting Engineer	\$ 150.00/hour
Principal	\$ 90.00/hour
Bolt Pull-Out Tests (Technician and Apparatus)	\$ 85.00/hour
Schmidt Hammer and Windsor Probe Testing Services	\$ 85.00/hour
Second Technician if Required	\$ 55.50/hour
Field Impact Units for Windsor Probe Test	\$ 30.00/pack
Pachometer Testing Service	\$ 85.00/hour

TESTING:

Test Specimens (molds, casting, testing, reports)	\$ 17.50/each
Paving Beams (not including mold preparation)	\$ 35.00/each
Mold Preparation (beams)	\$ 55.50/hour
Saturdays and Holiday Laboratory Fee (Minimum 4 hour)	\$ 111.00/hour
Mix Design - Single Point (6 cylinders)	\$ 250.00/each
Mix Design - Three Point, with W/C Curve (18 cylinders)	\$ 550.00/each
Mortar Strength Test	\$ 150.00/each
Gradations/Sieve Analysis	\$ 80.00/each
Organic Color	\$ 30.00/each
Core End Preparation	\$ 1.50/sq.in.
Shrinkage Bars (concrete) Set of 3 (readings @ 7, 14, 21, 28 days)	\$ 252.00/set
Shotcrete Test Panels (3 cores/panel)	\$100.00/panel
CBO's (Cast by Others) FOB Laboratory	\$ 20.00/each

Four (4) hour minimum charge for inspection and testing services

NOTE: Prices for Scheduled Project to be Reviewed Semi-Annually

Revised February, 2008

CASCADE TESTING LABORATORY, INC.
TESTING & INSPECTION

FEE SCHEDULE/FEBRUARY 2008

STRUCTURAL STEEL

INSPECTION:

Inspector Technician - Shop and Field	\$ 58.00/hour
Inspector Technician - Shop and Field (Overtime)	\$ 87.00/hour
High Steel Inspection Service	Rates on Request

NDT SERVICES:

Ultrasonic Inspection Services	\$ 62.00/hour
Ultrasonic Inspection Services (Overtime)	\$ 93.00/hour
Magnetic Particle Inspection	\$ 62.00/hour
Magnetic Particle Inspection (Overtime)	\$ 93.00/hour
Radiographic Inspection Services - Two Man Crew	Rates on Request
Transportation Cost & Living Expenses	At Cost
Mileage (Equipped NDT Van)	\$ 0.65/mile
Film Costs	Cost x 1.2
Expendable Materials	Cost x 1.2

FIREPROOFING:

Inspector	\$ 55.50/hour
Specimen Tests	\$ 50.00/each

REINFORCED MASONRY

INSPECTION:

Field Inspector	\$ 55.50/hour
Field Inspector (Overtime)	\$ 83.25/hour

TESTS:

Mortar Cylinders (minimum set of 3)	\$ 52.50/set
Grout Prisms (minimum set of 4)	\$ 70.00/set
Standard Masonry Prism Load Test	\$ 100.00/test
Efflorescence - mortar or brick	\$ 250.00/test
Absorption Tests (minimum of 5 units)	\$ 35.00/unit

Four (4) hour minimum charge for inspection and testing services

NOTE: Prices for Scheduled Project to be Reviewed Semi-Annually

Revised February, 2008

CASCADE TESTING LABORATORY, INC.
TESTING & INSPECTION

FEE SCHEDULE/FEBRUARY 2008

SOILS

INSPECTION:

Nuclear Densometer with Technician, including field testing	\$ 61.50/hour
Nuclear Densometer with Technician, including field testing (overtime)	\$ 92.25/hour

TESTING:

Hydrometer (including Sieve Analysis)	\$ 130.00/each
Moisture Density (Proctor) Relationship	\$ 155.00/each
Gradations/Sieve Analysis	\$ 80.00/each
Percent Organics by volume (Burn Out)	\$ 75.00/each
Sand/Sawdust	\$ 75.00/each
Specific Gravity (Fine Grained Soils)	\$ 55.00/each
Moisture Contents	\$ 22.50/each
Atterburg Limits	\$ 90.00/each
Sand Equivalent	\$ 55.00/each
Permeability of Soils (not including Proctor)	\$ 165.00/each

FRAMING

INSPECTION:

Inspector Technicians	\$ 55.50/hour
Inspector Technicians (Overtime)	\$ 83.25/hour

Four (4) hour minimum charge for inspection and testing services
NOTE: Prices for Scheduled Project to be Reviewed Semi-Annually
Revised February, 2008

CASCADE TESTING LABORATORY, INC.
TESTING & INSPECTION

FEE SCHEDULE/FEBRUARY 2008

ASPHALT PAVING

INSPECTION:

Nuclear Densometer with Technician, including field testing	\$ 61.50/hour
Nuclear Densometer with Technician, including field testing (overtime)	\$ 92.25/hour

ASPHALT TESTING:

Mix Design (Marshall)	Rates on Request
Retained Strength Test	Rates on Request
Marshall Test on Hot Samples - Make 3 Specimens, Test for Stability, Flow, Density and Voids	\$ 250.00/set
Extraction and Gradation	\$ 135.00/each
Density of cores (non coated)	\$ 35.00/each
Density of cores (parafilm coated)	\$ 50.00/each
Stripping Test	\$ 65.00/each
Gradations	\$ 80.00/each
Specific Gravity (Coarse)	\$ 55.00/each
Specific Gravity (Fine)	\$ 55.00/each
Fractured Face Count	\$ 70.00/each
L.A. Abrasion - ASTM C-131	\$ 130.00/each
Soundness Test	\$ 220.00/each
Degradation Value	\$ 90.00/each
Rice Density	\$ 54.00/each

Four (4) hour minimum charge for inspection and testing services
NOTE: Prices for Scheduled Project to be Reviewed Semi-Annually
Revised February, 2008

Exhibit H Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit I
Payment Upon Termination of Agreement
By the Agency Other Than for
Fault of the Consultant

(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

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 is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

EXHIBIT J

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Exhibit K Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 – Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 – Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Highways and Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 – Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 – Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Highways and Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 – Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 – Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Exhibit L
(To Be Used Only If Insurance Requirements Are Increased)

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XIII, Legal Relations and Insurance of this Agreement is amended to \$ _____.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$2 million per claim with an aggregate of \$4 million.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ None _____.

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Exhibit M-1(a)
Certification Of Consultant

Project No. _____

Local Agency _____

I hereby certify that I am _____ and duly authorized
representative of the firm of _____ whose address is
_____ and that neither I nor the above
firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

Exhibit M-1(b)
Certification Of Agency Official

I hereby certify that I am the AGENCY Official of the Local Agency of _____, Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- (a) Employ or retain, or agree to employ to retain, any firm or person; or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

Exhibit M-4
Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of _____ * are accurate, complete, and current as of _____ **. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm _____

Name _____

Title _____

Date of Execution*** _____

- * Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).
- ** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.
- *** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Supplemental Signature Page for Standard Consultant Agreement	Consultant/Address/Telephone
Agreement Number	Project Title And Work Description
Federal Aid Number	
Local Agency	

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the Local Agency of _____, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first above written.

CONSULTANT

LOCAL AGENCY

By _____

By _____

Consultant _____

Agency _____

By _____

By _____

Consultant _____

Agency _____

By _____

Agency _____

By _____

Agency _____

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 12, 2008

AGENDA ITEM: SR528 Water Main Utility Construction Agreement Supplemental Agreement No. 1 with WSDOT	AGENDA SECTION:	
PREPARED BY: Jeff Laycock, Associate Transportation Engineer II	AGENDA NUMBER:	
ATTACHMENTS: <ul style="list-style-type: none"> • Vicinity Map Exhibit • Executed Utility Construction Agreement (UCA) Dated March 3, 2008 • Supplemental No. 1 UCA (3 copies) 	APPROVED BY: 	
	MAYOR	CAO
BUDGET CODE: 40220594.563000, W0802	AMOUNT: \$1,178,526	

The SR528 Water Main project includes the replacement of an existing 6 and 12-inch cast iron pipe with 8 and 12-inch ductile iron water main.

On March 4, 2008, the City entered into a Utility Construction Agreement (UCA) with WSDOT. At this time, the City Council elected to contract with WSDOT to include the water main replacement into WSDOT's plans.

The project was advertised for an April 16, 2008 bid opening. WSDOT received 1 bid from Granite Northwest. The engineer's estimate for water main construction was estimated at \$719,012.25 per the UCA. Since the execution of the UCA, the scope of the water main work had changed and the estimate was refined to \$947,556. Following bids, the project costs are:

Water Main Contract Bid (Includes Sales Tax):	\$934,961
14% WSDOT Fee + 4% Contingency per Supplemental No.1:	\$171,690
Additional Traffic Control (Police Officer, RR Flagging) per Exhibit B-1:	\$24,875
Total from UCA Supplemental No. 1	\$1,131,526

Total Increase Supplemental No. 1 **\$283,092**

PW Staff requested 5% Management Reserve:	\$47,000
Total Water Main Project Cost:	\$1,178,526

RECOMMENDED ACTION: Public Works Staff recommends that City Council authorize the Mayor to sign the Utility Construction Agreement Supplemental No. 1 with WSDOT in the amount of \$283,092, and to approve a 5% management reserve of \$47,000 for a total allocation of \$1,178,526.
COUNCIL ACTION:

VICINITY MAP EXHIBIT





Utility Construction Agreement Work by State - Actual Cost		Organization and Address City of Marysville 80 Columbia Avenue Marysville, Washington 98270	
		Agreement Number 01281	State Route Number 528
Control Section Number	Region Northwest Region		
Advance Payment Amount \$ 127,265.17			

THIS AGREEMENT, made and entered into this 4th day of March, 2008, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, by virtue of Title 47 RCW, (hereinafter the "STATE") and the above named organization, (hereinafter the "UTILITY").

WHEREAS, the STATE is planning the construction or improvement of the state route as shown above, and in connection therewith it is necessary to remove and/or relocate or construct certain UTILITY facilities as set forth in the attached plans, and

WHEREAS, it is deemed to be in the best public interest for the STATE to include the necessary items of work for relocating and/or constructing the UTILITY's facilities in the STATE's construction contract, and

WHEREAS, the STATE is obligated for the relocation of facilities where the UTILITY has a compensable interest in its facilities and right-of-way by virtue of being located on easements or UTILITY owned right-of-way, the UTILITY is obligated to reimburse the STATE for any relocation costs required for facilities not on easements or UTILITY owned right-of-way.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

**I
GENERAL**

Federal-aid Policy Guide - 23 CFR 645A, Subpart A, and amendments thereto, determine and establish the definitions and applicable standards for this AGREEMENT and payment hereunder, and by this reference are incorporated hereby and made a part of this AGREEMENT for all intents and purposes as if fully set forth herein.

The STATE, as agent acting for an on behalf of the UTILITY, agrees to do the work in removing, relocating, and/or constructing the UTILITY facilities in accordance and described in the specifications marked Exhibit "A" and plans marked Exhibit "C" attached hereto, and by this reference made a part of this AGREEMENT.

Plans, specifications, and cost estimates shall be prepared by the STATE in accordance with the current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction, and amendments thereto, and adopted design standards, unless otherwise noted. The STATE will incorporate the plans and specifications into the STATE's project and thereafter advertise the resulting project for bid and, assuming bids are received and a contract is awarded, administer the contract.

The UTILITY hereby approves the plans and specifications for the described work as shown on Exhibits "A" and "C".

The UTILITY may, if it desires, furnish an inspector on the project. Any costs for such inspection will be borne solely by the UTILITY. All contact between said inspector and the STATE's contractor shall be through the STATE's representatives.

The UTILITY agrees, upon satisfactory completion of the work involved, to deliver a letter of acceptance which shall include a release and waiver of all future claims or demands of any nature resulting from the performance of the work under this AGREEMENT.

If a letter of acceptance is not received by the STATE within 90 days following completion of the work, the work will be considered accepted by the UTILITY and shall release the STATE from all future claims and demands of any nature resulting from the performance of the work under this AGREEMENT.

The UTILITY may withhold this acceptance of work by submitting written notification to the STATE within the 90 day period. This notification shall include the reasons for withholding the acceptance.

**II
PAYMENT**

An itemized estimate of cost for work to be performed by the STATE marked Exhibit "B" is attached hereto, and by this reference made a part of this AGREEMENT.

The UTILITY, in consideration of the faithful performance of the work to be done by the STATE, agrees to reimburse the STATE for the actual direct and related indirect cost of all work which is the financial responsibility of the UTILITY as defined in Exhibits "A" and "B".

Partial payments shall be made by the UTILITY, upon request of the STATE, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of final audit, all required adjustments will be made and reflected in a final payment.

The UTILITY agrees to make payment for the work to be done by the STATE within thirty (30) days from receipt of billing from the STATE.

The UTILITY agrees to pay the STATE the "Advance Payment Amount" stated above within 20 days after the STATE submits its first partial payment request to the UTILITY. The advance payment represents approximately fifteen (15) percent of the estimate of cost for which the UTILITY is responsible, and covers costs incurred by the STATE in the initial stages of the project. The advance payment will be carried throughout the life of the project with final adjustment made in the final payment.

**III
EXTRA WORK**

In the event unforeseen conditions require an increase in the UTILITY's cost obligation of 25 percent or more from that agreed to on Exhibit "B", this AGREEMENT will be modified by supplement AGREEMENT covering said increase.

In the event it is determined that any change from the description of work contained in this AGREEMENT is required, approval must be secured from the UTILITY prior to the beginning of such work. Where the change is substantial, written approval must be secured.

Reimbursement for increased work and/or a substantial change in the description of work shall be limited to costs covered by written modification, change order, or extra work order approved by the UTILITY.

**IV
SALVAGE**

All materials removed by the STATE shall be reclaimed or disposed of by the STATE and shall become the property of the STATE. If the UTILITY desires to retain these materials, and the STATE concurs, the UTILITY shall reimburse the STATE an amount not less than that required by the Federal-aid Policy Guide - 23 CFR 645A, Subpart A.

**V
BETTERMENTS**

If adjustment of the UTILITY's facilities does constitute a betterment as defined in Federal-aid Policy Guide - 23 CFR 645A, Subpart A, the betterment credit will be included in the estimate of cost.

**VI
ACCRUED DEPRECIATION**

If adjustment of the UTILITY'S facilities does involve a credit due for the accrued depreciation of the facility being replaced, this value will be included in the estimate of cost.

**VII
COMPLIANCE**

The UTILITY agrees to comply with all applicable requirements of the STATE which shall be in accordance with the Utilities Accommodation Policy, Chapter 468-34 WAC, and amendments thereto, and said policy and amendments are hereby incorporated in and made a part of this AGREEMENT for all intents and purposes as if fully set forth herein.

**VIII
RIGHT OF ENTRY**

The UTILITY hereby grants and conveys to the STATE the right of entry upon all land which the UTILITY has interest, within the right-of-way of the highway, for the purpose of improving and/or constructing said highway.

As noted in Exhibit "A" the UTILITY will, after relocation and/or adjustment of their facilities, execute and deliver to the STATE a quit claim deed removing all UTILITY interests from within the STATE's right-of-way.

Upon completion of the work outlined herein, all future operation and maintenance of the UTILITY's facilities shall be at the sole cost of the UTILITY and without expense to the STATE.

**IX
EASEMENT, PERMIT, OR FRANCHISE**

The STATE will issue the UTILITY an easement, permit, or franchise, as provided in Exhibit "A", for those UTILITY facilities which remain on or cross the STATE's right-of-way following completion of the work outlined herein.

**X
LEGAL RELATIONS**

The UTILITY shall indemnify and hold the STATE and its agents, employees, and/or officers harmless from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the STATE arising out of, in connection with, or incident to the execution of this AGREEMENT and/or the UTILITY's performance or failure to perform any aspect of this AGREEMENT. Provided, however, that if such claims are caused by or result from the concurrent negligence of (a) the UTILITY and (b) the STATE, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the UTILITY, and Provided further, that nothing herein shall require the UTILITY to hold harmless or defend the STATE, its agents, employees, and/or officers from any claims arising from the sole negligence of the STATE, its agents, employees, and/or officers.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

UTILITY

By Dennis L Kendall

Title _____

Date _____

**STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION**

By Randy Smith

Title _____

Agreement # 01281

**UT01281 EXHIBIT "A"
CONSTRUCTION AGREEMENT
WORK BY STATE, ACTUAL COST
SPECIFICATIONS & SPECIAL CONSIDERATIONS**

The work proposed under this Agreement contemplates the installation of waterlines and catch basin improvement owned by City of Marysville, hereinafter referred to as the UTILITY, located on STATE owned right of way, as a part of the STATE's construction project SR 528/I-5 to SR 529 Vic Paving.

SCOPE OF WORK

The STATE's contractor will install 12" water main buried with 42" - 60" cover beginning at STA 9+75, 21'L and continuing to STA 43+38, 26'L and improves two catch basins at STA 35+85, 27.4'L and at STA 35+26, 12.0' R as shown on Exhibit "C".

Exhibit "B" Sheets 1 of 1: Cost Estimate

Exhibit "C" Sheets 1 to 3: SR 528 Water main replacement water main plan.

FINANCIAL RESPONSIBILITY

The UTILITY shall be financially responsible for the 100% of the direct and related indirect costs for constructing the 12" water line and catch basin improvement within the STATE's project as shown on Exhibit "B". In the event that the relocation of other utilities is required due to the installation of the UTILITY's 12" water line and catch basin improvement, the UTILITY will be financially responsible for all direct and indirect costs associated with the relocation(s).

For any delay as the result of the 12" water line installation and catch basin improvement, the UTILITY bears the full responsibility for any and all construction delays and claims. In the case whereby unexpected conflicts of existing or proposed utilities arise during the construction of the project as a result of the water line installation and catch basin improvement, the UTILITY bears the full responsibility of all costs associated with relocating those utilities, modifying the design, construction delay and claims. The UTILITY bears the full responsibility for all costs and liabilities of redesigning the water line and catch basin improvement to comply to the unknown conditions that are encountered.

In the case whereby any hazardous materials are encountered during the construction of the 12" water line, the UTILITY is responsible for all costs associated with handling, removal and treatment of the hazardous material.

In the event of unforeseen conditions which require an increased level of effort by the construction office, the Agreement will be modified by a written supplemental Agreement.

SALVAGE

The adjustment and/or construction of the UTILITY's facilities, as required herein, does not include salvage as defined in the Federal Aid Policy Guide-23 CFR 645A, Subpart A, as the cost to dispose of materials equals the value of any recoverable or reusable materials.

ACCOUNTING

The UTILITY in consideration of the faithful performance of the work to be done by the STATE, agrees to pay the STATE the actual direct and indirect related costs accumulated in accordance with a work order accounting procedure prescribed by the State of Washington in its uniform system of accounts.

FRANCHISE/PERMIT

The UTILITY needs to apply for Franchise for the water line to be placed within the STATE project limited access area.

Communication protocol

The UTILITY shall provide inspectors, for all work described in Exhibit A, Exhibit B and Exhibit C. The UTILITY inspector shall communicate any concerns regarding the 12" water line installation to the STATE inspector/project engineer. The STATE inspector alone will be responsible for all communication with the Contractor. The Contractor shall communicate any necessary directions or observations to the STATE construction office. The UTILITY bears the full and total cost associated with the inspector and his inspection.

The UTILITY shall provide technical assistance for their design during the course of the project. The UTILITY shall provide on call service which includes responding to requests for information and providing design clarification, design and redesign services.

The UTILITY shall be responsible for timely submittal of redesign plans and estimates in change order form to STATE's Engineer.

The UTILITY shall provide a contact list to the STATE's project engineer. The contact list is to include contact names and 24 hours on call phone numbers. There shall be minimum of 3 contact names, any and all shall have an authority to act in the name of City of Marysville and obligate City of Marysville as necessary.

Termination Clause

Neither the STATE nor the UTILITY may terminate this AGREEMENT without the concurrence of the other PARTY. Termination shall be in writing and signed by both PARTIES. If this AGREEMENT is so terminated prior to the fulfillment of the terms stated herein, the STATE shall be reimbursed for actual direct and related indirect expenses and costs incurred up to the date termination, as well as the cost of non- cancelable obligations.

**City of Marysville
SR528 Water Main Replacement
Engineer's Estimate**

**WSDOT
Standard Bid**

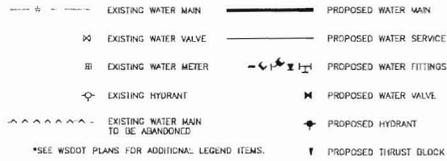
Item	Description	Quantity		Engineer's Estimate	
0001	Mobilization (8%)	1	LS	\$49,000.00	\$49,000.00
0260	Hazardous Material Handling and Disposal	1	FA	\$10,000.00	\$10,000.00
7007	Shoring or Extra Excavation Cl. B	1	LS	\$20,000.00	\$20,000.00
6971	Project Temporary Traffic Control	1	LS	\$80,000.00	\$80,000.00
3869	Ductile Iron Pipe for Water Main 12 In. Diam.	1440	LF	\$115.00	\$165,600.00
3867	Ductile Iron Pipe for Water Main 8 In. Diam.	550	LF	\$90.00	\$49,500.00
6160	Gate Valve 8 In.	2	EA	\$2,000.00	\$4,000.00
6165	Gate Valve 12 In.	8	EA	\$3,500.00	\$28,000.00
3858	Service Connection	13	EA	\$1,500.00	\$19,500.00
3837	Comb. Air Release/Air Vacuum Valve Assembly 2 In.	2	EA	\$4,000.00	\$8,000.00
3838	Blowoff Assembly	2	EA	\$2,000.00	\$4,000.00
3846	Hydrant Assembly	3	EA	\$6,500.00	\$19,500.00
	Connection to Existing	6	EA	\$7,000.00	\$42,000.00
3091	Catch Basin Type 1	1	EA	\$2,000.00	\$2,000.00
3109	Catch Basin Type 2 60 In. Diam.	1	EA	\$6,000.00	\$6,000.00
	Storm Sewer 8 In. Diam.	25	LF	\$90.00	\$2,250.00
	Abandon Existing Storm Drain Manhole	2	EA	\$2,500.00	\$5,000.00
3806	Extra Trench Excavation	100	CY	\$25.00	\$2,500.00
3810	Removal and Replacement of Unsuitable Material	50	CY	\$50.00	\$2,500.00
3815	Bank Run Gravel for Trench Backfill	1200	CY	\$35.00	\$42,000.00
5095	Crushed Surfacing Base Course	110	CY	\$60.00	\$6,600.00
5767	HMA CL. 1/2", PG 64-22	450	TN	\$125.00	\$56,250.00
7006	Structure Excavation Class B Incl. Haul	30	CY	\$35.00	\$1,050.00
	Water-Line Casing Under Railroad	1	LS	\$35,000.00	\$35,000.00
	Subtotal				\$660,250.00
	WSST (8.9%)				\$58,762.25
	Construction Total				\$719,012.25

WSDOT Inclusions

Construction Engineering	14%	\$100,661.72
Contingencies	4%	\$28,760.49
Project Total		\$848,434.46

EXHIBIT "B"

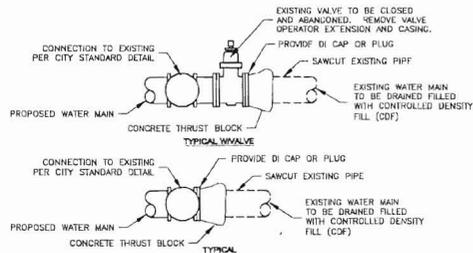
WATER MAIN LEGEND



*SEE WSDOT PLANS FOR ADDITIONAL LEGEND ITEMS.

WATER MAIN CONSTRUCTION NOTES

- ALL WORKMANSHIP AND MATERIAL SHALL BE IN ACCORDANCE WITH CITY OF MARYSVILLE STANDARDS AND THE MOST CURRENT COPY OF THE WSDOT STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE OR HAVT LOCATED BY THE APPROPRIAT COMPANIES ALL UTILITIES PRIOR TO BEGINNING CONSTRUCTION.
- WATER MAIN PIPE SHALL BE DUCTILE IRON PIPE STANDARD THICKNESS CLASS 52 CEMENT-LINED AND SHALL CONFORM TO ANS/AWWA C151/A21 51.
- GATE VALVES SHALL BE RESILIENT WEDGE, NRS (NON RISING STEM) WITH O-RING SEALS. VALVES SHALL CONFORM TO ANWA 509-80 VALVES SHALL BE MUELLER, M&M, CLOW R/W OR WATEROUS SERIES 500.
- FITTINGS SHALL BE DUCTILE IRON SHORT BODY COMPACT CONFORMING TO ANWA C110, C11 AND C153 AND SHALL BE CEMENT-MORTAR LINED CONFORMING TO ANWA C104.
- FIRE HYDRANTS SHALL CONFORM TO ANWA C501 AND SHALL BE OF STANDARD MANUFACTURE AND OF A PATTERN APPROVED BY THE CITY OF MARYSVILLE, WITH STORTZ 5" QUINCY TURN FITTING. HYDRANTS S-HALL BE M&M RELIANT STYLE 529 OR MUELLER A-423 (M&M). HYDRANTS SHALL BE GAUGED UNTIL THE SYSTEM IS APPROVED.
- CONTRACTOR SHALL FIELD LOCATE BLOWOFF ASSEMBLIES AND AIR RELEASE/VACUUM ASSEMBLIES AS NECESSARY LEAVING CONSTRUCTION. COORDINATE LOCATION WITH ENGINEER.
- CONTRACTOR SHALL REPLACE CONCRETE SIDEWALK, RAMPS, CURB AND CUTTER (IN PARTS OR SECTIONS) WHERE WATER MAIN, HYDRANTS AND SERVICE CONNECTIONS TRENCH THROUGH THESE STRUCTURES. THE COST FOR THIS WORK SHALL BE INCLUSIVE TO THE BID ITEM FOR THE WORK INDICATED.
- CONTRACTOR SHALL CONSTRUCT WATER SERVICES AT SUFFICIENT DEPTH SUCH THAT ROADWAY RECONSTRUCTION ALONG SR528 WILL NOT DAMAGE SERVICE LINE. ALL COSTS DUE TO DAMAGES WILL BE INCURRED BY THE CONTRACTOR.
- SEE SPECIFICATIONS REGARDING ABANDONMENT OF EXISTING WATER MAIN. SEE DETAIL THIS SHEET.
- CONTRACTOR SHALL PORTHOLE AND LOCATE EXISTING UTILITIES PRIOR TO CONSTRUCTION AND MAKE ADJUSTMENTS TO GRADE AS NECESSARY TO AVOID CONFLICTS AND MINIMIZE VERTICAL BENDS. CONTRACTOR SHALL MAINTAIN SEPARATION REQUIREMENTS BETWEEN EXISTING UTILITIES PER CITY STANDARDS, 18" AT SEWER, 12" AT GAS, 6" AT OTHER UTILITIES, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. WHERE DIRECTED BY THE ENGINEER, FOAM SHALL BE PLACED BETWEEN EXISTING UTILITIES. WHERE DIRECTED BY THE ENGINEER AND MINIMUM COVER WILL NOT BE ACHIEVED, CONTROL DENSITY FILL (CDF) SHALL BE PLACED TO BRIDGE OVER EXISTING UTILITY. CDF WILL BE CONSIDERED INCIDENTAL TO THE CONSTRUCTION OF THE WATER MAIN.
- THE EXISTING 12-INCH WATER MAIN ON SR528 IS A SUPPLY LINE FEEDING WEST MARYSVILLE, WEST OF INTERSTATE 5. IT IS INTENDED FOR THIS PROJECT THAT THIS MAIN BE KEPT LIVE AT ALL TIMES. IT IS PROPOSED THAT THE CONTRACTOR USE WE TAPS FOR CONNECTIONS TO THIS EXISTING SUPPLY LINE.



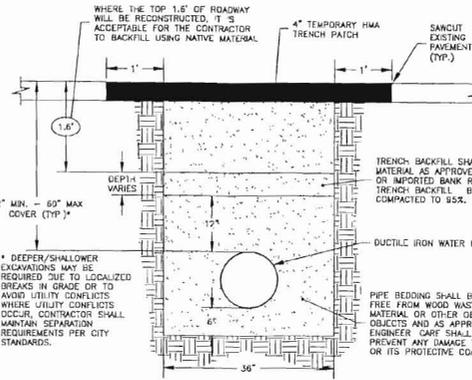
ABANDONMENT DETAIL

NOT TO SCALE



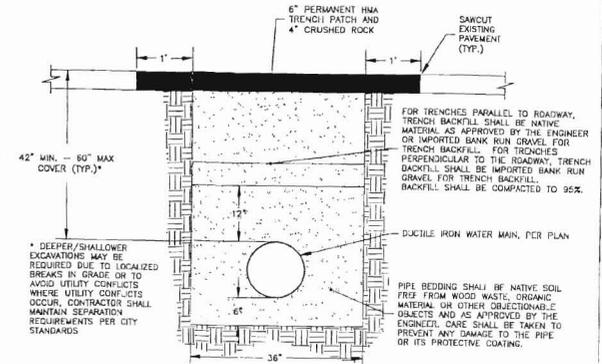
CALL BEFORE YOU DIG
1-800-424-5555

ELEVATION DATUM IS NAVD 1988



TRENCH DETAIL WITHIN WSDOT RECONSTRUCTION AREA

NOT TO SCALE

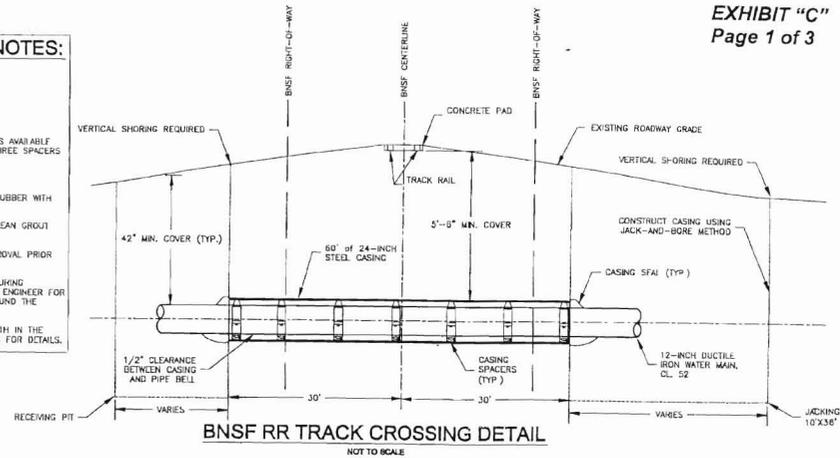


TRENCH DETAIL OUTSIDE WSDOT RECONSTRUCTION AREA

NOT TO SCALE

TRACK CROSSING CONSTRUCTION NOTES:

- STEEL CASING SHALL BE BLACK STEEL PIPE CONFORMING TO ASTM A53.
- CASING WALL THICKNESS SHALL BE 0.375 INCH.
- CARRIER PIPE SHALL BE DUCTILE IRON, CLASS 52.
- CASING SPACERS SHALL BE CASCADE STYLE CCS WITH 8-INCH RUNNERS AS AVAILABLE FROM CASCADE WATERWORKS OR EQUIVALENT VENDOR. INSTALL MINIMUM OF THREE SPACERS PER SECTION OF PIPE.
- VOID SPACE WITHIN CASING AND CARRIER PIPE SHALL BE FILLED WITH SAND.
- CASING SEAL SHALL BE A MINIMUM 3/16" THICK, SHEET TYPE SYNTHETIC RUBBER WITH STAINLESS STEEL BANDS.
- CONTRACTOR SHALL FILL VOID SPACE BETWEEN TUNNEL AND CASING WITH LEAN GROUT. SEE SPECIFICATIONS FOR DETAILS.
- CONTRACTOR SHALL PROVIDE A SHORING PLAN TO THE ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING TRAFFIC CONTROL DURING CONSTRUCTION. CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN TO THE ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION. JERSEY BARRIERS SHALL BE PLACED AROUND THE JACKING AND RECEIVING PITS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ABIDING BY THE RULES SET FORTH IN THE AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND BNSF. SEE SPECIFICATIONS FOR DETAILS.



BNSF RR TRACK CROSSING DETAIL

NOT TO SCALE

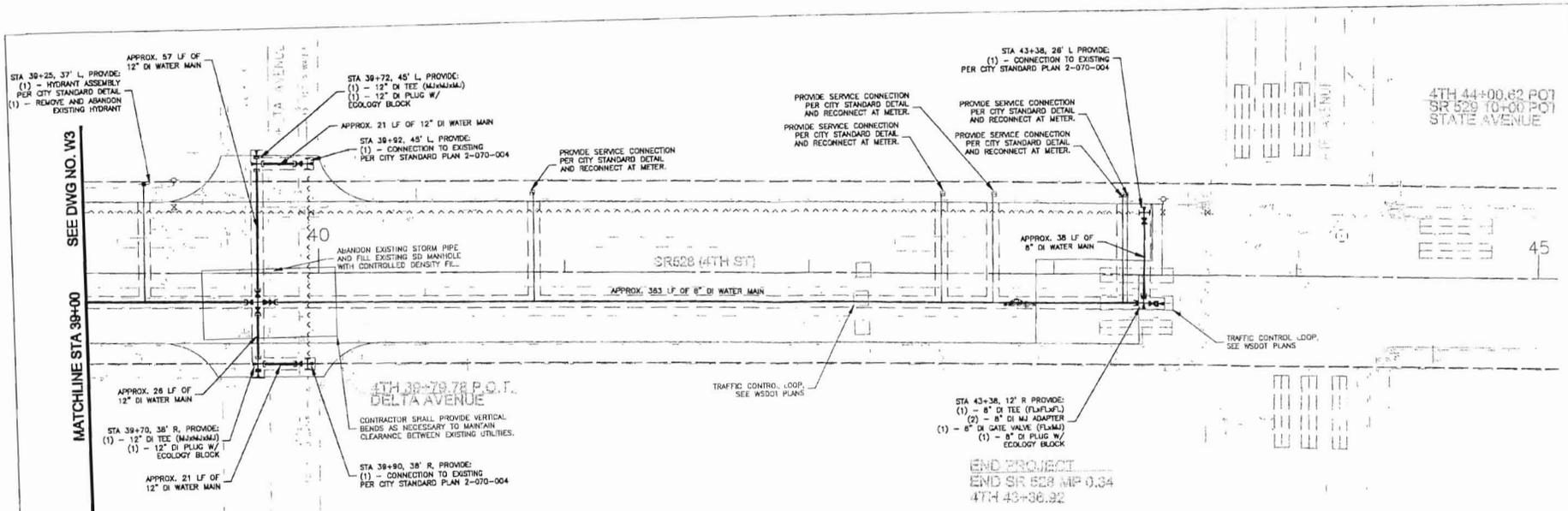
EXHIBIT "C"
Page 1 of 3

REVISIONS	DATE	DESIGN BY: JEFF LAYCOCK PE	12/19/2007
1.		ENGINEERING CHECKER: PAUL FEDERBERGEL	
2.		CONSTRUCTION SUPERVISOR: LOUIE WILSON	
3.		OPERATIONS MANAGER: TERRY HAWLEY	
4.		P.W. SUPERINTENDENT: LARRY LARSON	

EXAMINED AND APPROVED FOR CONSTRUCTION ON THIS DAY OF _____ BY _____ CITY ENGINEER
PRELIMINARY
CITY OF MARYSVILLE DEPARTMENT OF PUBLIC WORKS
ENGINEER'S STAMP

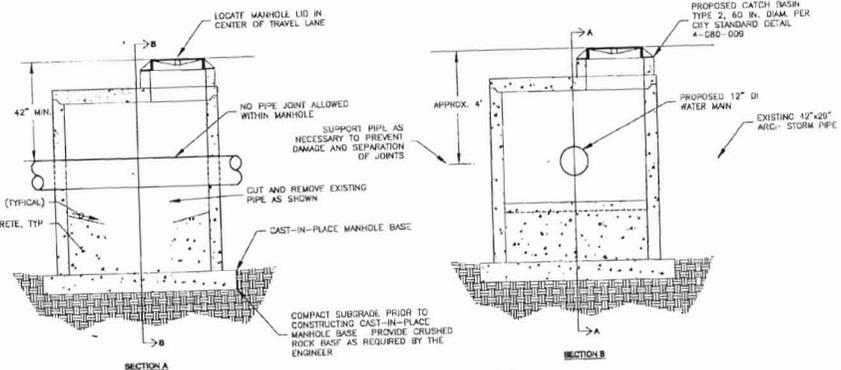
CITY OF MARYSVILLE
PUBLIC WORKS DEPARTMENT
30 COLUMBIA AVE. MARYSVILLE, VA 26070 (304) 363-8100
SR528 WATER MAIN REPLACEMENT
WATER MAIN NOTES AND DETAILS

HOR SCALE	20
VER SCALE	N/A
DWG. NO.	W1
SHEET	1 of 3



WATER MAIN PLAN
1" = 20'

EXHIBIT "C"
Page 3 of 3



CEDAR AVE STORM CROSSING
1" = 20'

REVISION	DATE	DESIGN BY: JEFF LAYCOCK, PE	12/16/2007	EXAMINED AND APPROVED FOR CONTRIBUTION ON THE DAY OF
1.		ENGINEERING CHECKER: PAUL FEDERSPIEL		<p>PRELIMINARY</p> <p>CITY OF MARYSVILLE DEPARTMENT OF PUBLIC WORKS</p> <p>ENGINEER'S STAMP</p>
2.		CONSTRUCTION SUPERVISOR: LOUIE WILSON		
3.		OPERATIONS MANAGER: TERRY HANLEY		
4.		P.W. SUPERINTENDENT: LARRY LARSON		

CITY OF MARYSVILLE
PUBLIC WORKS DEPARTMENT
80 COLUMBIA AVE. MARYSVILLE, VA 22670 (540) 360-6100

SR528 WATER MAIN REPLACEMENT
WATER MAIN PLAN

HOR SCALE 20'
VER SCALE 1/4"
DWG. NO. W9
SHEET 3 of 3

Marysville

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IT'S THE WAY

**CITY OF MARYSVILLE
EXECUTIVE SUMMARY FOR ACTION**

CITY COUNCIL MEETING DATE: May 12, 2008

AGENDA ITEM: Northwest Management Systems - Supplemental Agreement No. 1	AGENDA SECTION:	
PREPARED BY: Jeff Laycock, Associate Transportation Engineer II	AGENDA NUMBER:	
ATTACHMENTS: Supplemental Agreement No. 1 for the Pavement Management System	APPROVED BY: 	
	MAYOR	CAO
BUDGET CODE: 10200030.541000, M0709	AMOUNT: \$0	

On September 24, 2007, Council approved the professional services agreement with Northwest Management Systems (NWMS) to perform an update of the City's pavement management system. Due to scheduling conflicts and seasonal considerations, such as weather and daylight, City staff determined it would make the most sense to postpone NWMS collection of roadway data to generate pavement conditional ratings until Spring 2008.

A time extension has been requested with a new "time of performance" date of September 30, 2008.

Staff therefore recommends that the City Council approve Supplemental Agreement No. 1 with NWMS.

RECOMMENDED ACTION:

Staff recommends the City Council authorize the Mayor to sign the Supplemental Agreement No. 1 with Northwest Management Systems for a time extension on the update of the City's pavement management system.

COUNCIL ACTION:

**SUPPLEMENTAL AGREEMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT
FOR
CITY OF MARYSVILLE
AND NORTHWEST MANAGEMENT SYSTEMS**

This Supplemental Agreement No. 1 is made and entered into on the ____ day of _____, _____, between the City of Marysville, hereinafter called the "City" and Northwest Management Systems, hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for the Pavement Management System, hereinafter called the "Project," said Agreement being dated September 24, 2007; and

WHEREAS, both parties desire to supplement said Agreement, by expanding the Scope of Services to provide for an extension of the project completion date,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

Each and every provision of the Original Agreement for Professional Services dated September 24, 2007, shall remain in full force and effect, except as modified in the following sections:

1. Article III, Section III.3 of the Original Agreement, "TIME OF PERFORMANCE", is amended to provide that all work shall be completed by September 30, 2008.

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 1 as of the day and year first above written.

PROFESSIONAL SERVICES AGREEMENT - 1
Supplement

/wpf/forms/municipal/MV0038.B

CITY OF MARYSVILLE

NORTHWEST MANAGEMENT SYSTEMS

By: _____
Mayor

By: Paul Sachs
Its President

ATTEST/AUTHENTICATED:

City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 12, 2008

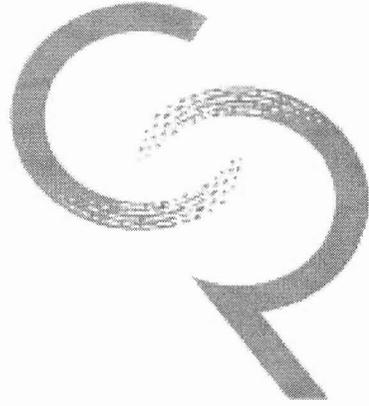
AGENDA ITEM: Authorizing the Mayor to sign a maintenance agreement with CnR Inc.	AGENDA SECTION: Consent	
PREPARED BY: Worth Norton, Information Services Manager	AGENDA NUMBER:	
ATTACHMENTS 1. CnR Inc. Partner Agreement 2. CnR Inc. Service Agreement Supplement 3. CnR Inc. Partner Program Cost Addendum for the City of Marysville.	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE: 50300090 541000	AMOUNT: \$1248.43 per month for 2.5 years.	

This request is for the extension of and changes to an existing maintenance contract with CnR Inc. CnR is the vendor that we used to install and maintain our Mitel VoIP phone system. The original contract was through a State DIS contract and was for three years.

The original contract included an error in the calculation of the maintenance cost which benefited the City. The City has three Mitel switches and the original calculation only accounted for one of the switches. The original contract also did not include maintenance for the call accounting program from Prairie Fyre. CnR honored the terms of the original contract for the three years on the Mitel equipment.

Since the new contract includes the correction to the calculation for the Mitel equipment and also includes the Prairie Fyre software, it is approximately three times as much as the original contract.

RECOMMENDED ACTION: City staff recommends that the City Council authorizes the Mayor to sign the attached CnR Inc. Partner Agreement and Service Agreement Supplement.
COUNCIL ACTION:



***CNR* INC.**

PARTNER AGREEMENT

GENERAL CONDITIONS OF MAINTENANCE AND MANAGED SERVICES

Terms and Conditions



PARTNER AGREEMENT

GENERAL CONDITIONS OF MAINTENANCE AND MANAGED SERVICES. The undersigned Customer agrees that these General Conditions of Maintenance and Managed Services (the "Partner Agreement") will govern the purchase of certain Services (defined below) by Customer from CNR Inc. ("CNR").

1. ORDER, PROVISION AND SCOPE OF SERVICES 1.1 Order and Provision of Services. In return for the payment of the fees specified in the order, CNR will provide the services options for Supported Products or Supported Systems at Supported Sites, as described further in this Agreement and the SAS ("Services"). In the event of a conflict between the SAS and this Agreement, the terms of this Agreement will control. The "Service Agreement Supplement" or "SAS" is the CNR Service Agreement Supplement then current as of the date of CNR's acceptance of an order for Services and available to Customer upon request. Where the parties have executed a statement of work describing specific Services, the SAS includes the statement of work. "Supported Products" are: (i) hardware or software products identified in the order; and (ii) Added Products (defined in Section 1.8). Supported Products may include non-CNR products to the extent they are specified in the order. "Supported Systems" are a group of products or networks specified in the order. "Supported Sites" are locations specified in the order. Where CNR provides Supported Products or Supported Systems for Customer's use as part of the Services, these, including replacement parts for them, are referred to as "CNR Equipment." Orders are subject to acceptance by CNR. CNR may accept an order by beginning to perform the Services. Terms and conditions contained in Customer purchase orders or other Customer documents will have no effect. 1.2 Monitoring. CNR may electronically monitor Supported Products and Supported Systems for the following purposes: (i) remote diagnostics and corrective actions; (ii) to determine system configuration and applicable charges; (iii) to verify compliance with applicable software license terms and restrictions; (iv) to assess Customer needs for additional products or Services; (v) as otherwise provided in the SAS. 1.3 Error Correction. Some Services options may include correction of Errors. An "Error" means a failure of a Supported Product to conform in all material respects to the manufacturer's specifications that were currently applicable when the Supported Product was purchased or licensed. 1.4 Help Line Support. Where the selected Services option includes help line support, CNR will provide it in accordance with the coverage option (service hours, target response intervals, etc.) that Customer has selected. 1.5 Updates. Where the selected Services option includes the provision of Updates, CNR will make Updates available to Customer as the manufacturer makes them generally available to its other customers. An "Update" is a change in software that typically provides maintenance correction only. It typically is designated as a change in the digit to the right of the second decimal point (e.g. n.y.[z]). CNR will provide Updates via a website, email or post mail, at CNR's option. Updates may be remotely installed by CNR or delivered to Customer for self-installation. 1.6 End of Support. CNR may discontinue or limit the scope of Services for Supported Products that CNR or the third party manufacturer has declared "end of life," "end of service," "end of support," "manufacture discontinue" or similar designation ("End of Support"). Customer may access CNR's user support website (www.cnr-inc.com) for End of Support notifications. CNR targets posting of End of Support notifications for CNR-manufactured Products at least six (6) months in advance of the End of Support date. End of Support will be effective as of the effective date of the End of Support notice. CNR also may provide End of Support notices by email to email addresses that Customer has registered with CNR. If Services are discontinued for a Supported Product, it will be removed from the order and rates will be adjusted accordingly. For certain products subject to End of Support, CNR may continue to offer a limited set of Services ("Extended Support"). Where CNR has chosen to do this, the description of Extended Support available and fees will be available at the time of CNR's notice. These notices will communicate information such as Extended Support eligibility, extended support alerts related to parts shortages, and end of Services coverage eligibility (including Extended Support). 1.7 Replacement Hardware. Replacement hardware provided as part of Services General Conditions of Maintenance and Managed Services -- may be new, factory reconditioned, refurbished, re-manufactured or functionally equivalent. It will be furnished only on an exchange basis. Returned hardware that has been replaced by CNR, whether CNR Equipment or otherwise, will become CNR's property. 1.8 Added Products. If Customer acquires additional products of the same type and manufacturer(s) as the existing Supported Products ("Added Products") and locates them with existing Supported Products at a Supported Site, the Added Products will be added to the order automatically at CNR's then current fees as of the date the Added Products are first co-located and for the remainder of the term. Added Products purchased from a party other than the manufacturer or an authorized reseller are subject to certification by CNR at CNR's then current certification rates. If Added Products fail certification, CNR may choose not to add them to the Supported Products. 1.9 General Limitations. Unless the SAS provides otherwise, CNR will provide software Services only for the unaltered current release of the software and the prior release. The following items are included in the Services only if the SAS specifically includes them: (i) support of user-defined applications; (ii) support of Supported Products that have been modified by a party other than CNR (except for installation of standard, self-installed Updates provided by the manufacturer); (iii) making corrections to user-defined reports; (iv) data recovery services; (v) services associated with relocation of Supported Products; (v) correction

of Errors arising from causes external to the Supported Products (such as power failures or surges); and (vi) Services for Supported Products that have been misused, used in breach of their license restrictions, improperly installed or configured, or that have had their serial numbers altered, defaced or deleted.

2. INVOICING AND PAYMENT.

CNR will invoice Customer for Services monthly or quarterly in advance unless another payment option is specified in the order. Payment of invoices is due within thirty (30) days from the date of CNR's invoice. Customer will pay all bank charges, taxes, duties, levies and other costs and commissions associated with any wire transfer or other means of payment. Any overdue payments will be subject to a late payment charge of one and one-half percent (1.5%) per month or the maximum rate allowed by applicable law, whichever is less. Unless Customer provides CNR with a tax exemption certificate, Customer is solely responsible for paying all required taxes, (including, but not limited to, property, sales, use or excise taxes with respect to the provision of CNR Equipment) except for any income tax assessed upon CNR.

3. CUSTOMER RESPONSIBILITIES

3.1 General. Customer will cooperate with CNR as reasonably necessary for CNR's performance of its obligations, including things such as: (i) providing CNR with full, free and safe access to its facilities; (ii) providing telephone numbers, network addresses and passwords necessary for remote access; and (iii) providing interface information for Supported Products and necessary third party consents and licenses to access them. All items will be provided by Customer at Customer's expense. If CNR provides an Update or other new release of software as part of the Services, Customer will implement it promptly. 3.2 Provision of Supported Products and Systems. Except for CNR Equipment or CNR hosted facilities identified in the SAS, Customer will provide all Supported Products, supported Systems and Supported Sites. Customer continuously represents and warrants that: (i) Customer is either the owner of, or is authorized to access and use, each of them; and (ii) CNR, its suppliers, and subcontractors are authorized to do the same to the extent necessary to provide the Services in a timely manner. 3.3 Moves of Supported Products. Customer will notify CNR in advance before moving Supported Products. Only CNR may move CNR Equipment. CNR may charge additional amounts to recover additional costs in providing the Services as a result of moved Supported Products. 3.4 Vendor Management. Where CNR is to instruct or request products or services on Customer's behalf from third party vendors under Customer's supply contracts with the third party vendors ("Vendor Management"), Customer will provide CNR upon request a letter of agency or similar document, in form reasonably satisfactory to CNR, permitting CNR to perform the Vendor Management. Where the third party vendor's consent is required for CNR to be able to perform Vendor Management in a timely manner, Customer will obtain the written consent of the vendor and provide CNR a copy of it upon request. 3.5 Third Party Hosting. In the event one or more network address(es) to be monitored by CNR are associated with systems owned, managed, and/or hosted by a third party service provider ("Host"), Customer will: (i) notify CNR of the Host prior to commencement of the Services; (ii) obtain the Host's advance written consent for CNR to perform the Services on the Host's computer systems and provide CNR with a copy of the consent upon request; and (iii) facilitate necessary communications between CNR and the Host in connection with the Services. 3.6 Access to Personal Data. Where Customer instructs CNR to access personal data of any employee, customer or other individual contained in any Supported Product or Supported System, or to provide Customer or a third party identified by Customer with access, Customer will indemnify CNR and its officers, directors, employees, subcontractors and affiliates against, and hold each of them harmless from, any and all liabilities, costs, damages, judgments and expenses (including reasonable attorney's fees and costs) arising out of CNR accessing or providing access in accordance with Customer's instructions. 3.7 CNR Equipment. Customer will not remove any identification tags or other markings on CNR Equipment. Customer will keep CNR Equipment free and clear of all levies, liens and encumbrances arising by or through Customer or arising in connection with the location of CNR Equipment at a Supported Site, and consents to the filing of informational financing statements by the owner of the CNR Equipment to give notice of ownership. Customer will, at its own expense, maintain insurance against loss, theft, destruction or damage to CNR Equipment (each, a "Loss") for the full replacement value of the CNR Equipment, will provide evidence of this insurance upon request, and will notify CNR promptly in writing of any Loss. Within thirty (30) days after the termination or expiration of the order, Customer will: (i) cease use of all CNR Equipment (including backup copies of software); and (ii) deliver it at no cost to a location in the United States designated by CNR, in the same condition as when originally delivered (reasonable wear and tear excepted).

4. TITLE AND RISK OF LOSS TO EQUIPMENT. Title to CNR Equipment, whether new or replacement CNR Equipment, will remain with CNR or its suppliers and will not pass to Customer. Title to other CNR-installed replacement hardware provided as part of Services will pass to Customer when installed. Title to all other hardware provided as part of Services will pass to Customer when it arrives at the Supported Site. CNR may, without notice to Customer, assign, pledge, transfer or otherwise convey any or all of CNR's right, title and interest in CNR



PARTNER AGREEMENT

Equipment. Customer will bear the risk of loss, theft, destruction or damage to CNR Equipment except for losses caused by CNR.

5. SOFTWARE LICENSE.

Where Services include provision of patches, Updates or feature upgrades for Supported Products ("New Software"), New Software will be provided subject to the license grant and restrictions contained in the original agreement under which Customer licensed the original software from CNR. Where there is no existing license from CNR, New Software will be provided subject to the manufacturer's then current license terms and restrictions for the New Software. New Software may include components provided by third party suppliers that are subject to their own end user license agreements. Customer may install and use these components in accordance with the terms and conditions of the "shrinkwrap" or "clickwrap" end user license agreement accompanying them.

6. CONFIDENTIAL INFORMATION.

"Confidential Information" means either party's business and/or technical information, any pricing and discounts and any other information or data, regardless of whether in tangible, electronic or other form if it is marked or otherwise identified as confidential in writing. Information communicated verbally will qualify as Confidential Information if designated as confidential or proprietary at the time of disclosure and summarized in writing within thirty (30) days after verbal disclosure. Confidential Information does not include materials or information that: (i) is generally known by third parties as a result of no act or omission of the receiving party; (ii) subsequent to its disclosure was lawfully received from a third party having the right to disseminate the information and without restriction on disclosure; (iii) was already known by the receiving party prior to receiving it from the other party and was not received from a third party in breach of that third party's obligations of confidentiality; (iv) was independently developed by the receiving party without use of Confidential Information of the disclosing party; or (v) is required to be disclosed by court order or other lawful government action, but only to the extent ordered, and provided that the receiving party promptly notifies the disclosing party of the pending disclosure in writing so that the disclosing party may attempt to obtain a protective order. In the event of a potential disclosure in the case of subsection (v) above, the receiving party will provide reasonable assistance to the disclosing party where the disclosing party attempts to obtain a protective order. Each party will protect the secrecy of all Confidential Information received from the other party with the same degree of care as it uses to protect its own Confidential Information, but in no event with less than a reasonable degree of care. Neither party will use or disclose the other party's Confidential Information except as permitted in this Section or for the purpose of performing obligations under this Agreement. The confidentiality obligations of each party will survive expiration or termination of the Agreement. Upon termination of the Agreement, each party will cease all use of the other party's Confidential Information and will promptly return, or at the other party's request destroy, all Confidential Information in tangible form and all copies of Confidential Information in that party's possession or under its control, and will destroy all copies of Confidential Information on its computers, disks and other digital storage devices. Upon request, a party will certify in writing its compliance with this Section.

7. WARRANTIES.

CNR warrants to Customer that Services will be carried out in a professional and workmanlike manner by qualified personnel. If the Services have not been so performed and Customer notifies CNR in writing in reasonable detail within thirty (30) days after the performance of the Services, then CNR will, at its option, re-perform the Services, correct the deficiencies or render a prorated refund based on the original charge for the deficient Services. The warranty remedies expressly provided in this Agreement will be Customer's sole and exclusive remedies for warranty claims. EXCEPT AS REFERENCED AND LIMITED IN THIS SECTION, NEITHER CNR NOR ITS LICENSORS OR SUPPLIERS MAKES ANY OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES. IN PARTICULAR, THERE IS NO WARRANTY THAT ALL SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED OR THAT SERVICES WILL RENDER A SUPPORTED PRODUCT OR SUPPORTED SYSTEM SAFE FROM SECURITY BREACHES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CNR DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

8. LIMITATION OF LIABILITY.

IN NO EVENT WILL EITHER PARTY OR ITS RESPECTIVE LICENSORS OR SUPPLIERS HAVE ANY LIABILITY FOR ANY INCIDENTAL, SPECIAL, STATUTORY, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS OR REVENUE, LOSS OR CORRUPTION OF DATA, TOLL FRAUD, COST OF COVER, OR SUBSTITUTE GOODS OR PERFORMANCE. THE LIABILITY OF EITHER PARTY FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED AN AMOUNT EQUAL

TO THE AGGREGATE TOTAL AMOUNT OF ALL FEES PAID OR PAYABLE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM. THE LIMITATIONS OF LIABILITY IN THIS SECTION WILL APPLY TO ANY DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, AND REGARDLESS OF WHETHER THE LIMITED REMEDIES AVAILABLE TO THE PARTIES FAIL OF THEIR ESSENTIAL PURPOSE. HOWEVER, THEY WILL NOT APPLY IN CASES General Conditions of Maintenance and Managed Services -- Version US0705 OF WILFULL MISCONDUCT, PERSONAL INJURY OR BREACHES OF CNR'S LICENSE RESTRICTIONS. THE LIMITATIONS OF LIABILITY IN THIS SECTION ALSO WILL APPLY TO ANY LIABILITY OF DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND SUPPLIERS.

9. GOVERNING LAW AND DISPUTE RESOLUTION.

This Agreement and any disputes arising out of or relating to it ("Disputes") will be governed by the laws of the state of Washington applicable to contracts entered into and performed in Washington, excluding: (i) conflict of law principles; and (ii) the United Nations Convention on Contracts for the International Sale of Goods. Except as provided below, all Disputes will be finally resolved by binding arbitration before one arbitrator, selected pursuant to the Commercial Rules of the American Arbitration Association ("AAA"). The arbitrator will have the authority to determine issues of arbitrability and to consider and rule on dispositive motions. The arbitrator will have authority only to award compensatory damages within the scope of the limitations of Section 8 and will not award punitive or exemplary damages. The arbitrator will not have the authority to limit, expand or otherwise modify the terms of the Agreement. The parties, their representatives, other participants and the arbitrator will hold the existence, content and result of mediation and arbitration in confidence. Nothing in this Section will be construed to preclude either party from seeking provisional remedies, including but not limited to temporary restraining orders and preliminary injunctions from any court of competent jurisdiction in order to protect its rights pending arbitration. Actions on Disputes between the parties must be brought in accordance with this Section within two (2) years after the cause of action arises.

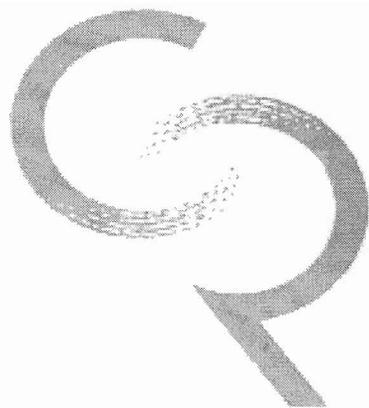
10. TERM AND TERMINATION.

This Agreement will be effective from the date CNR accepts the order unless terminated earlier in accordance with this Section. Unless a different term is defined in the order, CNR will provide Services for an initial term of one (1) year. Services will be renewed automatically for successive one (1) year terms applying the then most similar current generally available support plan offering and then current rates, unless either party gives the other written notice of its intent not to renew at least thirty (30) days prior to the expiration of the applicable initial or renewal term. Unless otherwise specified in a statement of work, Customer may terminate Services in whole or in part upon thirty (30) days written notice subject to the following cancellation fees: Within 30 days after commencement of a renewal term No charge During the applicable warranty period for the Supported Product - Services not commenced (maintenance 6 months services only) Any other time Lesser of 12 months or the remaining term Either party may terminate this Agreement by written notice to the other party effective immediately upon receipt if the other party fails to cure any material breach of this Agreement within a thirty (30) day period after having received a written notice from the non-breaching party detailing the breach and requesting the breach be cured.

11. MISCELLANEOUS.

CNR may assign some or all of this Agreement to any of its affiliated entities or to any entity to which CNR may sell, transfer, convey, assign or lease all or substantially all of the assets used in connection with it. CNR may subcontract any or all of its obligations, but will retain responsibility for them. Neither party will be liable for any delay or failure in performance to the extent the delay or failure is caused by events beyond the party's reasonable control, such as fire, flood, act of God, explosion, war or the engagement of hostilities, strike, embargo, labor dispute, government requirement, civil disturbances, civil or military authority, and inability to secure materials or transportation facilities. The failure of either party to assert any of its rights under this Agreement is not a waiver by that party of its right later to enforce this Agreement in accordance with its terms. This Agreement constitutes the entire understanding of the parties with respect to its subject matter and will supersede all previous and contemporaneous communications, representations or understandings, either oral or written, between them relating to that subject matter. It will not be contradicted or supplemented by any prior course of dealing between the parties. All notices under this Agreement and any modifications or amendments to this Agreement must be in writing.

CUSTOMER: (Company Name) _____
Signature: _____ Name: _____
Title: _____ Date: _____



CNRINC.

Service Agreement Supplement

Coverage

Service Description for Partner Program



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This document describes the scope, features, and associated policies of the “Full Coverage” Service Agreement Supplement. This description is valid in all United States locations.

This supplement supersedes all prior descriptions or contract supplements relating to the services described here. It is an attachment to the GENERAL CONDITIONS OF MAINTENANCE AND MANAGED SERVICES (Partner Agreement) and is governed by the terms and conditions therein. In the event of a conflict between this statement of work and the terms and conditions of the Partner Agreement, the Partner Agreement shall control.

CNR, Inc.
10202 Pacific Ave S. Suite 205
Tacoma WA 98444



I. Maintenance Service Coverage: Full Coverage 8x5 and Full Coverage 24x7

Coverage includes remote telephone support, remote diagnostics, troubleshooting, problem resolution, software maintenance updates/fixes, on-site parts replacement (if the covered product includes hardware), and any onsite support CNR deems necessary to resolve a fault.

A. Product Eligibility for Coverage Under this Supplement:

This description applies to CNR and selected non-CNR products and components that CNR has designated in the applicable order or associated quote sheet to be eligible for coverage and currently supported (“Supported Products”).

B. Coverage Hours and Elections

Standard Business Hours are 8:00a.m. to 5:00 p.m. in the time zone of the covered products, Monday through Friday, excluding CNR observed holidays.

Customer may elect either 8x5 or 24x7 coverage:

- Full Coverage 8x5:** Provides coverage during Standard Business Hours. Requests for support outside the Standard Business Hours may be accommodated at CNR’s option and will be subject to CNR’s then current Per Incident Maintenance rates.
- Full Coverage 24x7:** This coverage option extends the benefit of Full Coverage to twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year for Major Failures. There is an additional cost for this coverage option.

C. Coverage Elements:

1. Remote Maintenance Support

Subject to coverage hours, as part of Full Coverage CNR will:

- Receive Customer’s request for assistance through the CNR Services Center.
 - CNR may require only CNR authorized Customer contacts be able to initiate requests or check on their status and CNR may limit the number of authorized contacts.
 - Customer may report/log a request via the method of their choice: toll-free telephone number, facsimile request, or email at cnr-service@cnr-inc.com (or website designated by CNR).
- Troubleshoot and resolve product related problems via telephone or remote dial-in connection. CNR will analyze the system malfunction, if applicable, or remotely access the system to verify existence of the problem and conditions under which it exists or recurs.
- Answer Customer questions regarding product problems.
- Provide recommendations for Software Updates to clear faults.
- Commence remedial maintenance service activities, including software maintenance (bug) fixes, product documentation and Update releases.
- Respond to, diagnose, and clear system-generated major alarms received via CNR Alert Systems Diagnostic Tools (on CNR products that support that functionality)
 - Any problem that cannot be automatically cleared by CNR Alert Systems Diagnostic Tools will be responded to according to response intervals.
- Isolate or determine the source of problems or anomalies that are the result of installation or configuration errors, as long as the configuration errors are specific to a CNR Software Product. Support is limited to unaltered versions of the software that are supported by CNR, and to problems that are reproducible in that version of the software.
- Identify appropriate resources to assist with activities or Customer requests falling outside of CNR Software Support. Note that these additional resources may be billable and/or may be resources outside of CNR.
- Both 8x5 and 24x7 Coverage options may include 24x7 access to remote maintenance assistance, documentation, and other information via web-enabled case-based reasoning tools on "<http://cnr-inc.com/support>" (or other website designated by CNR).
- Provide Helpline support, which includes:
 - Answering general usability or software application-specific questions: General usability issues are defined as, but not limited to, non-programming issues, and includes general information around the functionality of a product. Usability information can be provided without knowing the specific programming and configuration details of the Customer’s system. This general support does not include consultation on appropriate methods and procedures for the Customer’s environment nor does it include custom programming. On-going system administration is the Customer’s responsibility.
 - Providing advice, which includes directing the Customer to sections of the documentation that may answer a question, clarifying the documentation or recommending possible training courses.



SAS

- Working with trained individuals from the Customer to enhance understanding of the use and features of CNR supported Products.
- Helpline support is limited to Business Hours. Helpline requests provided outside of coverage hours (after 5:00 PM) are subject to availability, and will be quoted and billed at CNR's then current Per Incident Maintenance rates. Helpline support is limited to the Customer's Authorized Systems Managers only.
- ❑ Support does not cover customized system features or reports created by the Customer or Third Parties. Any bug fixing or system reconfiguration that CNR must perform to clear a trouble resulting from Customer's configuration changes are not included in Service Agreement coverage.
- ❑ If CNR determines that a problem is due to the Customer's or a third party's application, then resolution and diagnostic fees may be charged at CNR's then current Per Incident Maintenance rates.
- ❑ If "IP Basic" coverage option is selected, helpline services and all troubleshooting support not directly attributable to a fault in covered Products or Software will be billable at CNR's then current Per Incident Maintenance rates.

2. On-site Maintenance Support

- ❑ If a fault cannot be resolved remotely, and CNR determines on-site intervention is required to do so, 8x5 coverage provides the dispatch of CNR's field technical resources 8:00am to 5:00pm in the time zone of the covered products, excluding CNR holidays, including engineering support. 24x7 coverage extends this support to all Major Failures twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days per year.
- ❑ Exclusions and Limitations:
 - Additional charges will apply if an CNR field technician is requested by the Customer to:
 - Wait one (1) or more hours after arriving on-site for equipment to become available for servicing;
 - Remain on-site after resolution of a problem in the covered Products;
 - Remain on-site outside of coverage hours;
 - Provide Standby Service. For example, requesting field technicians to be present on the Customer's premises during electrical power shutdowns, disaster recovery tests, or special events.
 - Perform moves, changes, or other activities not covered under the scope of the selected coverage options
 - Perform any support on Products not covered by this Agreement.
 - All support (Remote, on-site and parts replacement) of terminals is excluded if the Customer selects Switch-Only Coverage option.

3. Parts and Materials Replacement

If covered configuration includes hardware, Full Coverage provides for on-site replacement of any covered part CNR determines to be defective. Replacement parts may be new or refurbished.

- ❑ Consumables (including but not limited to headsets, remote controls (TV & video), printer ribbons, back-up tapes or other blank media, wall brackets, rack mounting and other hardware kits, face plates, bezels, blank panels, designation strips, technical documentation, labels or other accessories) are not included in maintenance coverage.
- ❑ Equipment that is part of a standard configuration receives maintenance coverage as a component of a covered system. The equipment is defined as Minor Material and may include but is not limited to internal cabling, fans, fan assemblies, transformers, embedded operating system software, power supplies, fuses & firmware.
- ❑ Service support does not include the provisioning or installation of hardware upgrades or reprogramming to add additional capabilities or functionality to the Product(s).

CNR sub-licensed Software:

- ❑ Defective software media will be replaced at no charge. CNR will replace only the number of copies originally provided to the Customer.
- ❑ It is the Customer's responsibility to maintain original software media. In situations where the Customer has no backup copies of CNR sub-licensed Software, CNR will provide a backup copy of the originally licensed Software release in the event of a loss if the Software is a currently supported release. Replacement of media and any implementation services are subject to additional charges. If the lost release is not currently supported, the Customer must pay for an upgrade to a currently supported release.

4. Product Correction Updates

In order to assess the quality and reliability of its systems, CNR tracks repair information on our Customer's systems. Recurring problems are analyzed and where generally applicable corrective measures are identified, CNR may issue a Product Correction Update. A Product Correction Update can be a Product Correction Notice (PCN), Software and firmware updates.

Standard Full Coverage Service:

- ❑ CNR will issue Product Correction Notices (PCN) and Software and firmware Updates.



SAS

- Full Maintenance Coverage includes installation for remote and technician installable Product Correction Updates at no charge during Standard Business Hours. Full Maintenance Coverage 24x7 also includes support outside of Standard Business Hours for remote and technician installable PCNs that have been deemed by CNR as Major Failures. All other support outside of Standard Business Hours is billable at CNR's then current Per Incident Maintenance rates, unless specifically provided for in the PCN.
- There may be cases where a Product Correction Update may require a system hardware upgrade to comply with current manufacturer's specifications. Such hardware upgrades are not provided as part of Full Maintenance Coverage. CNR will provide Customer with a cost estimate prior to providing any chargeable hardware upgrades.
- Customer installable Product Correction Updates are the responsibility of Customer. Upon Customer's request, CNR will perform the installation at CNR's then current Per Incident Maintenance rates. Remote help line support is available during Standard Business Hours. Full Maintenance Coverage 24x7 includes remote help line support outside of Standard Business Hours for Customer installable Product Correction Updates that have been deemed by CNR as Major Failures. All other support outside of Standard Business Hours is billable at CNR's then current Per Incident Maintenance rates.
- For certain CNR designated Software applications, Customer will be entitled to receive Software Minor and Major Releases as well as Updates under Full Maintenance Coverage. Eligible Products will be designated on the applicable order or associated quote sheet as being entitled to "Full Coverage Partner Plus Future Software Protection." The upgrades that will be provided may include new Software features and functionality, provided however, Customer will not be entitled to receive upgrades to optional features or functionality that Customer did not previously license and which CNR licenses as separate Products. Any upgrades that are provided to eligible Products will be provided under the same provisions applicable for Updates as set forth herein.
- For Software applications entitled to "Full Coverage Partner Plus Future Software Protection" coverage, if Customer terminates coverage, or coverage was never previously purchased and Customer wishes to initiate Full Coverage, a reinstatement/late initiation fee will be assessed. The fee will be equal to the coverage fees for the period(s) in which the Software was not under Full Coverage, plus twenty-five percent (25%) of such amount.

Product Correction Support Coverage

Product Correction Support coverage provides (1) CNR installation for all Customer installable Product Correction Updates, and (2) support outside of Standard Business Hours, excluding Sunday and CNR observed holidays, for all technician and remote installable Product Correction Updates. Product Correction Updates include Product Correction Notices (PCNS), Software and firmware Updates and maintenance patches. CNR will perform the work remotely when possible; otherwise, an on-site technician will be dispatched.

Limitations and Exclusions

- Remote and customer installable PCN, Firmware and Software Updates and maintenance patches will be completed remotely when applicable. The customer must provide CNR with access and required permissions. Additionally, for certain updates the customer will be required to insert a diskette into the disk drive. If the customer requests an on-site technician to perform this function, then Per Incident charges will be billed
- Only CNR issued Product Correction Updates are included in this offer and only for the eligible products covered by this offer.
- Out of hours support excludes Sundays or CNR Observed Holidays unless the installation of the update is required for resolution of a maintenance trouble.
- Software and firmware Updates to voice terminals and other end-user devices (e.g., IP Softphone) are included for customers that have Full Coverage on the switch and terminals. CNR will download the update, but the customer will be required to register the voice terminals. This can be accomplished by a busy-out or having the users unplug and plug-in the voice terminal. If the customer has switch-only coverage, Software and Firmware Updates to voice terminals are either the customer's responsibility, or Per Incident charges will apply.

5. Power Surge Protection

For customers with a current CNR Maintenance Service Agreement, CNR will repair damage to voice hardware products where lightning or a power surge is the direct cause of damage to the voice hardware products.

To qualify for equipment replacement, at the time of the power surge or lightning strike, Customer must have properly protected equipment that complies with:

- Product manual installation requirements,
- Product manual electrical protection requirements
- The National Electrical Code standards,
- Applicable local electrical code standards, and
- Any Applicable site requirements to protect against power surges.

Customer must provide additional protection as follows:

- All power feeds for the switching products and ancillary equipment must be protected by a properly installed protection device (AC protector, line protector)



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- All analog central office facilities connected to the switching product such as a loop start, ground start, or DID, must be protected by a properly installed protection device.
- All T1/DS1 facilities must be terminated in a CSU and/or DSU.
 - All out of building stations or other services must be protected per out of building instructions provided in the appropriate installation manual.
 - All additional protection equipment must be installed in compliance with the National Electrical Code, any applicable local standards, and any CNR specified site requirements

The policy does not include coverage for:

- Damage to data, VPN or video products
- Loss or corruption of data records
- Damage from lightening strikes which indirectly cause damage to the voice hardware products (e.g. lightening causes a fire – the fire then damages/destroys the switch)
- “Acts of God” as defined in the Customer Agreement

Note - UPS (Uninterruptible Power System) is not a substitute for protection devices

D. Response Intervals

Response intervals define CNR's objectives for responding to a request for maintenance support.

- For Hardware Products; if CNR deems the fault cannot be cleared remotely, interval is from the time the CNR Service Center identifies an on-site visit is required to the time the technician or replacement part arrives at the Customer's site. For Software Products, interval is from the time the Customer contacts the CNR Services Center with an Assistance Request to the time the technician/engineer contacts the Customer.
- Hours are stated in coverage period hours. Work will be performed during the Customer's specified coverage hours. CNR will attempt to clear all failures remotely before dispatching a technician to the Customer's premises.
 - Major Failures
 - Within two (2) business hours for Major Failures on systems. To qualify for this response interval the Customer site must be located within a certain major metropolitan area, as defined by CNR. This response is available during the hours of 8:00 a.m. to 5:00 p.m. in the time zone of the covered products, Monday through Friday, excluding CNR observed holidays. The two (2) hour response interval is not applicable between the hours of 5:00 p.m. & 8:00 a.m. if the Full Coverage 7x24 option is not elected.
 - Within four (4) business hours for Major Failures for Customer sites located outside the defined major metropolitan area, for non-CNR labeled or customized software and all other products. This interval is provided during the hours of 8:00 a.m. to 5:00 p.m. in the time zone of the covered products, Monday through Friday, excluding CNR observed holidays, or is provided 24x7 if Full Coverage 24x7 option is elected.
 - Minor Failures –For all other failures, response intervals are next Business Day by 5:00 p.m., provided the work will be performed during the normal Business Day, 8:00 a.m. to 5:00 p.m. in the time zone of the covered products, Monday through Friday.

E. Definition of Major/Minor Failures

Failures not otherwise caused by Customer are classified as major or minor. The condition is assigned to the system when the Customer makes a request of CNR for maintenance assistance. The classification determines how quickly the specific problem will be assigned a resource and responded to.

PBX Systems:

Major Failure Twenty-five percent (25%) or more of the trunks and/or stations supported by the common control unit are out of service at any time due to the failure of products provided by CNR; the attendant console or common control processor is out of service; twenty-five percent (25%) or more of the data peripherals supported by the CNR common control unit are out of service at any time due to the failure of products provided by CNR; or twenty-five percent (25%) or more of the special network capabilities supported by the CNR common control unit are out of service at any time due to the failure of products provided by CNR. Can not dial 911.

Minor Failure Any failure of Products provided by CNR that is not included in the definition of a Major Failure.

Alarm Conditions



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An alarm is designated as either major or minor by software within the Product. A major alarm is not necessarily an indication of a Major Failure and may be handled differently than a major failure. A minor alarm is not necessarily an indication of a minor failure and may be handled differently than a minor failure.

CRM and Messaging Software Products:

Major Failure Failure that materially impedes critical Customer operations. Critical Customer operations are those such as: complete outages of operating system or application software; software bugs that cause a complete system crash or significant loss of data; or other software problems that significantly impede access or use of the software

Minor Failure Any failure of Products provided by CNR that is not included in the definition of a Major Failure.

Voice Mail Message Servers:

Major Failure **Message Server** - Unscheduled total system outage and failure to reboot for any reason; Inability to access the system through the System Manager Terminal (SMT), if applicable; inability to access the system through 25% or more of all ports; interoperability of one or more of the disk drives that store message or data; loss of system integration; continual system restarts; inability of system to collect Call Detail Records (CDR \Leftrightarrow) data, if applicable; message waiting not functioning system wide; installed networking not functioning.

Data:

Data does not distinguish between major and minor failures. All failures are treated as major.

Wireless Systems:

Major Failure Twenty-five percent (25%) or more of the wireless access points supported by the common control unit are out of service at any time due to the failure of products provided by CNR; common control processor is out of service; twenty-five percent (25%) or more of the voice or data peripherals supported by the common control unit are out of service.

Minor Failure Any failure of Products provided by CNR that is not included in the definition of a Major Failure.

Emergency Response Systems:

Major Failure Twenty-five percent (25%) or more of the pendants supported by the common control unit are out of service at any time due to the failure of products provided by CNR; common control processor is out of service; twenty-five percent (25%) or more of the voice or data peripherals supported by the common control unit are out of service. The main notification console is out of service.

Minor Failure Any failure of Products provided by CNR that is not included in the definition of a Major Failure.

F. Security

TOLL FRAUD, PRIVACY AND DATA LOSS DISCLAIMER/WARNING.

- CNR DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OR CONDITION THAT THE EQUIPMENT IS TECHNICALLY IMMUNE FROM OR PREVENTS FRAUDULENT INTRUSIONS INTO AND/OR UNAUTHORIZED USE OF THE SYSTEM (INCLUDING ITS INTERCONNECTION TO THE LONG DISTANCE NETWORK). CUSTOMER IS HEREBY WARNED THAT FRAUDULENT USE OF THE SYSTEM, INCLUDING BUT NOT LIMITED TO DISA, AUTO-ATTENDANT, VOICE MAIL, TOLL FREE, 10XXXXXX, OR 900 SERVICES (OR THE LIKE) IS POSSIBLE.
- CNR HEREBY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY THAT ITS EQUIPMENT IS TECHNICALLY IMMUNE FROM OR PREVENTS IMPROPER, UNLAWFUL AND/OR UNAUTHORIZED UTILIZATION THAT MAY RESULT IN THE LOSS OF PRIVACY OR LOSS OR THEFT OF ELECTRONIC DATA.

(Toll fraud occurs when unauthorized persons gain access to the Customer's system to make phone calls. Under applicable law, the Customer is responsible for paying for these unauthorized calls.)

G. Certification

Certification allows for the inspection of CNR hardware products and CNR-supported products in order to ensure that they meet all CNR environmental and technical specifications prior to issuing a Service Agreement or adding equipment to Service Agreement.

Customer must notify CNR when it moves or installs systems so CNR can certify the equipment when required and update



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the Customer's records. CNR may, at its option, inspect products prior to the contract commencement date or commencement of services for any added products to determine whether such products meet the manufacturer's applicable technical and environmental specifications. The cost of the inspection will be charged to the Customer at CNR's then current Per Incident Maintenance rates.

Certification is required when one of the following criteria is met:

- Non-CNR products, a manufacture or manufacture-authorized service provider did not install equipment not classified as customer installable.
- Non-CNR products, a manufacture or manufacture-authorized service provider previously installed the equipment and the warranty or service agreement had lapsed for more than ninety (90) days.
- Equipment not classified as customer installable is installed or moved by Customer to a new site.

CNR does not guarantee that products subject to certification will be certified.

H. Maintenance Software Logins and Permissions

The Customer may not gain access to proprietary software, in the manner described below, without authorization from CNR.

The following changes to the equipments proprietary software cannot be made without authorization from CNR:

- Accessing and taking control of CNR administration logins. These logins are accessed exclusively by CNR personnel.
- Making changes to the permissions of logins intended for exclusive use of CNR.
- Accessing the system screen and turning on features in the system without paying right-to-use fees.

I. Dedicated Access

Customer must install or arrange for the installation of a dedicated Remote Access methodology for those appropriate systems/devices no later than the delivery date of the CNR installed equipment or prior to the commencement of service. Remote access is made possible with traditional 1FB, POTS, etc. for modem equipped products or with network connectivity to networked products. The line number must be provided to CNR as soon as it is available. This line must remain available and dedicated to provide remote access on a 24x7 hour basis or there may be degradation to the service and support customer receives from CNR. Remote access via an auto attendant, requiring the assistance of an operator, or contacting customer to enable access is not supported.

J. Preventive Maintenance for Products

Full Coverage provides routine Preventive Maintenance (PM) activities to customers at no additional charge. PM routines and service is performed during business day hours, Monday-Friday, 8am-5pm.

K. Extended Support

CNR may discontinue or limit the scope of Maintenance Services for Supported Products that CNR or a third party manufacturer has declared "end of life," "end of service," "end of support," "manufacture discontinue" or similar designation ("End of Support") effective as of the effective date of the manufacturer's End of Support notice. Following the effective date, CNR Maintenance Services for manufacturer End of Support Products will be under the terms of "Extended Support."

Extended Support will continue to provide the same Full Coverage Maintenance Services described in this Supplement , with the following exceptions. At the end of manufacturer support, R&D product developer support and going-forward maintenance Updates (e.g., Product Change Notices ("PCN's"), "bug fixes," interoperability/usability solutions) are no longer provided by the manufacturer. Therefore, certain complex faults or functionality issues may not be resolvable without the Customer upgrading the system to a version currently supported by the manufacturer.

In addition, as replacement parts are manufacture discontinued, some products or components may become increasingly scarce or require replacement with substitute parts. This may result in delays in response or repair intervals, or may require upgrades to other components at Customer's expense in order to ensure compatibility and preserve Supported Product functionality.

L. Other Definitions

Major Release A major change to the Software that introduces new optional features and functionality. Major Releases are typically designated as a change in the digit(s) to the left of the first decimal point (e.g. [n].y.z)

Minor Release A change to the Software that introduces a limited amount of new optional features and functionality. Minor Releases are typically designated as a change in the digit to the right of the first decimal point (e.g. n.[y].z)

Update Changes in the Software that typically provide maintenance correction only. An Update is typically designated as a change in the digit to the right of the second decimal point (e.g. n.y.[z]), representing a rerelease of the corrected



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Software version, or an issue(s)-specific correction provided in the form of a patch, super patch, service pack, maintenance release, bug fix, etc.

Pricing Addendum to CNR Partner Service Agreement
With Optional - Managed Services and Value Plus Future Protection
 For April 1, 2008 through September 2010 *See notes below:*

	<i>Pricing</i>
Basic Partner Program ⇨	\$15,673.00
Customer Loyalty Credit <input checked="" type="checkbox"/>	-\$783.65
Value Plus Future Software Protection - Mitel ⇨	\$0.00
When Partner Program with Value Plus are selected - discount 25% <input checked="" type="checkbox"/>	\$0.00
Value Plus Future Software Protection - Prairie Fyre ⇨	\$1,742.00
When Partner Program with Value Plus are selected - discount 25% <input checked="" type="checkbox"/>	-\$435.50
Partner Program and Value Plus Program Sub-Total ⇨	\$16,195.85
2.5 yr. Partner Program Agreement Sub-Total ⇨	\$40,489.63
2.5 yr Partner Program agreement discount ⇨	-\$3,036.72
2.5 yr. Partner Program Agreement Sub-Total ⇨	\$37,452.90
Amortized Monthly Payment Starting At In Service Date ⇨	\$1,248.43

**Service coverage 24x7x365.
 **This is for maintenance coverage only and does not include (MAC).
 **Although when under contract the customer will receive a reduced rate on labor from the normal charge of \$140/hr. to \$110/hr.
 **The customer will receive a reduced rate on hardware purchases too. 20% off list pricing.

	<u>Standard Time</u>	<u>Over Time</u>	<u>Double Time</u>
Normal Hourly Service Rate \$	140.00	\$ 210.00	\$ 280.00
Maintenance Customer Hourly Sei \$	110.00	\$ 165.00	\$ 220.00

(Standard Time) is based on 8:00AM to 5:00PM Monday - Friday.
 (Over Time) is based on hours outside of Regular Business Hours.
 (Double Time) is based on Sunday's and Holiday's.

Customer Signature _____ Date: _____

Notes:

The original maintenance agreement went into affect on April 1st, 2005.

It was a three year agreement that expires March 31st, 2008.

The Software support program from Mitel was announced October 2006 and extended support to existing customers for 4 years. That makes the support run through September 2010.

The above quote is for maintenance from April 1st 2008 through September 2010.

At that time, the maintenance will need renewed to include Software Assurance from Mitel.

The Basic Partner Program

- Priority queue to the "Partnership Operations Center"
- Priority scheduling for adds, moves, & changes
- Priority dispatch on all service calls
- "Inventory On Hand"
- Trained TECHS
- Review visits
- Remote support service calls via telephone or emails during normal business hours
- Network analysis
- Backup and archiving of system databases
- User guides upon request
- Update the trainer on new releases / features
- No charge for "no trouble found" service calls
- \$30/hr. discount on all MAC labor and travel
- 20% discount on all equipment
- No rate escalation for multi-year contracts
- Proactive Monitoring Service
- Disaster Recovery Planning

The Partner Program Value Plus Future Software Protection



- **This option provides you with “Future Protection”**

It is important to make sure that your software is current on your phones just like it is important to not have Windows 98 running on your computers anymore, we do that for you.

By selecting this option you will receive all manufacturer Software upgrades keeping your investment up to date. With software updates coming out as often as twice a year it ensures what CNR calls, "Future Proofing" your system.

Keeping current allows you to get manufacturer support on your system, whereas older releases may not be supported.

CNR includes all labor for software upgrades at no charge under this program.

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF MARYSVILLE, WASHINGTON
AUTHORIZING A SOLE SOURCE PURCHASE AND/OR PURCHASE
INVOLVING SPECIAL FACILITIES PURSUANT TO RCW
39.04.280(1)(a) and (b) WITH ACLARA (FORMERLY HEXAGRAM, INC.)
FOR FIXED NETWORK AUTOMATED METER READ (AMR) SYSTEM.**

WHEREAS, the City of Marysville is in the process of installing a fixed network AMR system throughout the water service area; and

WHEREAS, an AMR system will provide more efficient method of reading water meters, as well as, monitoring and operation of the Marysville water system; and

WHEREAS, ACLARA (formerly Hexagram, Inc.) was the successful bidder on the initial 2006 contract and it is necessary for the City to retain compatibility with its existing system for any new elements introduced into the operations; and

WHEREAS, the above-reference recitals and the following details describe and justify the basis for a sole source purchase and/or purchase involving special facilities pursuant to RCW 39.04.280(1)(a) and (b):

1. The City of Marysville installed a new automated meter reading system for its water system in March 2007. The system consists of a Data Operations Center (DOC) that is linked to the City's water service billing system, pole mounted Data Collection units (DCUs) installed throughout the City's water service area and meter transmitting units (MTUs) that are co-located and hard wired to individual water service meters.
2. The City acquired this AMR system through a competitive acquisition process that involved a detailed engineering alternatives analysis as well as a financial analysis of each alternative. This alternatives evaluation and competitive acquisition process resulted in the City selecting Hexagram, Inc. (Now ACLARA) for the AMR system components. City staff has been trained in the use of all AMR components, including the proper installation of Hexagram MTUs.
3. The Hexagram AMR system is unique in terms of its communications network architecture as well as the software and hardware used for data communications from the meter to the City's billing department. Other AMR systems employ different communications architecture, software and hardware that are neither compatible nor interchangeable with the Hexagram AMR products.
4. The City acquired an initial number of MTUs to operationally test and get the AMR system up and running. The City intends to install MTUs at every water service

meter over the next four to six years. It is neither feasible nor practical to use software or hardware manufactured by other AMR system manufacturers as the City executes this expansion throughout its existing and future water service area.

5. For the above reasons, it is recommended by the City's consulting engineer as well as Public works staff that City Council pass a formal resolution to allow acquisition for all AMR equipment as manufactured by Hexagram, Inc., to include the following:

- STAR Meter Transmitting Units
- STAR Network Data Collector Units
- STAR Network Control Computer

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. ACLARA (formerly Hexagram, Inc.) is accepted as the sole source supplier of special facilities for the City's Fixed Network AMR system components of the water system.

Section 2. The Mayor is authorized to enter into contracts with ACLARA in a form as approved by the City Attorney for providing meter transmitter units (MTU) for the Fixed Network AMR system for the remaining installations within the City's existing water service area.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2008.

CITY OF MARYSVILLE

By _____
DENNIS L. KENDALL, Mayor

ATTEST:

By _____
Tracy Jeffries, City Clerk

Approved as to form:

By _____
Grant K. Weed, City Attorney

Resolution to Designate Hexagram as Sole Source for Automated Water Meter Reading Equipment

The City of Marysville installed a new automated meter reading system for its water system in March 2007. The system consists of a Data Operations Center (DOC) that is linked to the City's water service billing system., pole mounted Data Collection Units (DCUs) installed throughout the City's water service area and meter transmitting units (MTUs) that are co-located and hard wired to individual water service meters.

The City acquired this AMR system through a competitive acquisition process that involved a detailed engineering alternatives analysis as well as a financial analysis of each alternative. This alternatives evaluation and competitive acquisition process resulted in the City selecting Hexagram, Inc. for the AMR system components. City staff have been trained in the use of all AMR components, including the proper installation of Hexagram MTUs.

The Hexagram AMR system is unique in terms of its communications network architecture as well as the software and hardware used for data communications from the meter to the City's billing department. Other AMR systems employ different communications architecture, software and hardware that are neither compatible nor interchangeable with the Hexagram AMR products.

The City acquired an initial number of MTUs to operationally test and get the AMR system up and running. The City intends to install MTUs at every water service meter over the next four to six years. It is neither feasible nor practical to use software or hardware manufactured by other AMR system manufacturers as the City executes this expansion throughout its existing and future water service area

For the above reasons, it is recommended that City Council pass a formal resolution to allow sole source acquisition for all AMR equipment as manufactured by Hexagram, Inc., to include the following:

- STAR Meter Transmitting Units
- STAR Network Data Collector Units
- STAR Network Control Computer

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 12, 2008

AGENDA ITEM: Emergency Medical Services (EMS) Levy Lid Lift Election	AGENDA SECTION:	
PREPARED BY: Greg Corn, Chief Marysville Fire District	AGENDA NUMBER:	
ATTACHMENTS: 1. Resolution No. _____	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE: 00100080.551000	AMOUNT: Est. \$30,000	

The Marysville Fire District Board of Directors is requesting the City Council adopt Resolution No. _____, providing for the submission to the voters of the Marysville a proposition to restore the Emergency Medical Services (EMS) levy to the previously authorized \$0.50 per thousand dollars of assessed value. The election would be held on August 19, 2008 in conjunction with the State primary election.

In 2004 the citizens of Marysville approved an EMS levy at rate of \$0.50 per thousand dollars of assessed valuation. The current (2008) collection of the EMS levy rate for the city has “eroded” to \$0.34 as result of increased property values and the 1% cap on property tax increases. Because this proposal is a “lid lift” to the existing EMS levy, it requires, only a simple majority to pass.

If the proposition is approved, the EMS levy would generate an additional \$724,648 (based on the city’s 2008 assessed valuation). Additionally, if approved, the EMS levy would cost the owners of a home valued at \$300,000 an additional \$48 per year.

In accordance with RCW 84.52.069 the funds raised by such levy shall be used only for the provision of emergency medical services, including related personnel costs and training for such personnel, related equipment, supplies, vehicles and structures needed for the provision of emergency medical services.

With the City Councils concurrence and approval of this Resolution, the Fire District No. 12 Board of Commissioners will simultaneously run an identical EMS levy lid lift.

RECOMMENDED ACTION: The Marysville Fire District Board of Directors recommends the City Council authorize the Mayor to sign the Resolution pertaining to EMS levy election.
COUNCIL ACTION:

CITY OF MARYSVILLE

Resolution _____

RESOLUTION RATIFYING THE SUBMISSION OF A EMS LEVY LID LIFT

A RESOLUTION OF THE CITY OF MARYSVILLE, PROVIDING FOR THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY AT A SPECIAL ELECTION TO BE HELD WITHIN THE CITY ON AUGUST 19, 2008, IN CONJUNCTION WITH THE STATE PRIMARY ELECTION, A PROPOSITION AUTHORIZING A REGULAR LEVY ON PROPERTY TAXES TO BE MADE IN 2008 FOR COLLECTION IN 2009 AND CONTINUING THEREAFTER. THIS PROPOSITION WOULD AUTHORIZE THE CITY TO SET AN AMOUNT NOT TO EXCEED FIFTY CENTS (\$.50) PER THOUSAND DOLLARS (\$1,000.00) OF ASSESSED VALUATION FOR 2008, AND THEREAFTER PURSUANT TO RCW 84.55.050 AND SUBJECT TO ANY OTHERWISE APPLICABLE STATUTORY DOLLAR RATE LIMITATIONS. THE PROCEEDS FROM SUCH LEVY TO BE USED FOR THE PROVISIONS OF EMERGENCY MEDICAL CARE AND SERVICES.

WHEREAS, it is the judgment of the Marysville City Council that it is essential and necessary for the protection of the health and life of the residents of the City that emergency medical services be provided within the City. Such services will necessitate the expenditure of revenues for the maintenance, operations, equipment and personnel in excess of those which can be provided by the City's regular tax levy; and

WHEREAS, it would be in the public interest for the City of Marysville, by and through the Marysville Fire District, to provide basic and advanced life support services, and emergency medical transportation services; and

WHEREAS, the Constitution and the laws of the State of Washington require that the question of whether such taxes may be levied must be submitted to the qualified electors of the City for their ratification or rejection; and

WHEREAS, pursuant to RCW 84.52.069, a regular levy may be assessed for the purpose of funding emergency medical care and services.

NOW THEREFORE BE IT RESLOVED BY THE MARYSVILLE CITY COUNCIL, AS FOLLOWS:

- Section 1. In order to provide emergency medical care and services ("EMS"), it is necessary that the City perform the following functions:
- 1.1 Obtain, operate and maintain emergency medical vehicles and facilities staffed by properly trained paramedics, emergency medical technicians and other medically trained personnel.
 - 1.2 Obtain consumable medical supplies and medical appliances to equip such vehicles and facilities.

- Section 2. In order to provide the revenue adequate to pay the cost of providing adequate life protection services and facilities as described in Section 1 and to maintain reserve funds sufficient to assure the continuation of such services, the City shall levy in 2008 for collection in 2009, and continuing thereafter, a regular EMS tax levy on taxable property within the City, in addition to the regular tax levy for maintenance and operation cost, in an amount not to exceed \$.50 per \$1,000.00 of assessed valuation of such property. Said authority to levy such additional property tax is provided to the City pursuant to RCW 84.52.069.
- Section 3. In accordance with RCW 84.52.069 the funds raised by such levy shall be used only for the provision of emergency medical services, including related personnel costs, training for such personnel, and related equipment, supplies, vehicle and structures needed for the provision of emergency medical services.
- Section 4. There shall be submitted to the qualified electors of the City for their ratification or rejection, at a special election on August 19, 2008, the question of whether or not such levy for emergency medical services, in addition to the regular levy for maintenance and operation, shall be made each year commencing in 2008. The Marysville City Council hereby requests the auditor of Snohomish County, as ex-official Supervisor of Elections, to call such special election and to submit the following proposition at such election, in the form of a ballot title substantially as follows:

CITY OF MAYRSVILLE

PROPOSITION NO. 1

Emergency Medical Services Property Tax Levy

The Marysville City Council adopted resolution No. _____ authorizing a regular property tax levy for Emergency Medical Services of \$.50 or less per \$1,000.00 of assessed valuation. This proposition would authorize the City to set and maintain a regular property tax levy of \$.50 or less per \$1,000.00 of assessed valuation for 2009 and thereafter pursuant to RCW 84.55.050 and subject to any other applicable statutory dollar rate limitations. Should this proposal be

Approve

Rejected

- Section 5. For accounting purposes the City shall maintain records of receipt and expenditure of the tax levy funds, and that such records shall be available to the public at no charge.
- Section 6. A referendum petition to remove the emergency medical services levy may be filed at any time with the City Clerk, as the filing officer of the City. Within ten days of the filing of the petition, the City Clerk shall confer with the petitioner concerning the form and style of the petition, issue the petition an identification number and prepare an accurate, concise and positive ballot title. The petitioner shall have thirty days after receiving the

ballot title to obtain the signatures of not less than fifteen percent of the registered voters of the City as of the last general election. The petition forms shall contain the ballot title and the full text of the measure to be referred. Upon return of the petition, the City Clerk, as filing officer, shall verify the sufficiency of the signatures on the petition with the County elections department. If the petition contains sufficient valid signatures, the City Clerk shall certify the referendum measure to the next election to be held in the City, provided however, if an election is not scheduled within one hundred and eighty days from the date of the filing of the petition, the City Clerk shall certify the referendum measure to a special election to be called for that purpose in accordance with RCW 29A.04.321.

Section 7. The City Clerk is directed (a) to certify to the Auditor a copy of this Resolution No. _____ showing its adoption by the City Council at least 84 days prior to the date of such special election; and, (b) to perform such other duties as are necessary and required by law in submitting to the voters of the City at the aforesaid election the proposition of whether such excess tax levy shall be made.

Section 8. Severability. In the event any one or more of the provisions of this resolution shall for any reason be held invalid, such invalidity shall not affect or invalidate any other provisions of this resolution, but this resolution shall be constructed and enforced as if such invalid provision had not been contained therein: provided, that any provision which shall for any reason be held by reason of its extent to be invalid shall be deemed to be in effect to the extent permitted by law.

Adoption: ADOPTED by the Marysville City Council, Marysville, Washington, at a regular open public meeting of the City Council on the 19th day of May 2008.

CITY OF MARYSVILLE, WASHINGTON

Dennis Kendall, Mayor

ATTEST:

Tracy Jeffries, City Clerk

APPROVED AS TO FORM:

Grant Weed, City Attorney