

Marysville City Council Work Session

November 3, 2008

7:00 p.m.

City Hall

Call to Order

Pledge of Allegiance

Roll Call

Committee Reports

Presentations

Discussion Items

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

1. Approval of October 27, 2008 City Council Meeting Minutes.
2. Approval of November 3, 2008 City Council Work Session Minutes.
3. Approval of October 21, 2008 City Council Budget Workshop Minutes.

Consent

4. Approval of October 22, 2008 Claims in the Amount of \$1,179,635.18; Paid by Check No.'s 50938 through 51120 with Check No.'s 16374, 17079, 17664, 18497, 18534, 18568, 18754, 19310, 19363, 19419, 19474, 19622, 19628, 20173, 20479, 20550, 20667, 21317, 21682, 21774, 21869, 21996, 22076, 22643, 23513 and 23538 Voided.
5. Approval of October 29, 2008 Claims.
6. Approval of November 5, 2008 Claims
7. Approval of November 5, 2008 Payroll.

Review Bids

8. Award Bid for the Edward Springs Booster Pump Station Piping Modifications Project to Archer Construction in the Amount of \$67,714.85 Including Washington State Sales Tax, and Approve a Management Reserve of \$3,400 for a Total Allocation of \$71,114.85.
9. Award the SR 9 Reservoir Demolition Project.

Public Hearings

10. 2009 Preliminary Budget. (***Public Hearing will be held November 10, 2008***)

Work Sessions are for City Council study and orientation – Public Input will be received at the November 10, 2008 City Council meeting.

Marysville City Council Work Session

November 3, 2008

7:00 p.m.

City Hall

New Business

11. Terminate the Facility HVAC Maintenance Services Contract with the W.A. Botting Company.
12. Interlocal Data Sharing Agreement between the State of Washington Department of Licensing and the City of Marysville.

Legal

Mayor's Business

Staff Business

Call on Councilmembers

Adjourn

Executive Session

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

Adjourn

Special Accommodations: The City of Marysville strives to provide accessible meetings for people with disabilities. Please contact Tracy Jeffries, Assistant Administrative Services Director, 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.

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Presentations	
Employee Service Awards	Completed
Finance Officers Association Budget Award Presentation to the Finance Department.	Completed
Approval of Minutes	
Approve October 13, 2008 City Council Meeting Minutes.	Approved
Approve October 20, 2008 City Council Work Session Minutes.	Approved
Consent Agenda	
Approve October 8, 2008 Claims in the Amount of \$895,416.27; Paid by Check No.'s 50616 through 50789 with Check No. 50518 Voided.	Approved
Approve October 15, 2008 Claims in the Amount of \$2,129,049.25; Paid by Check No.'s 50790 through 50937 with Check No.'s 48223, 50631 and 50643 Voided.	Approved
Approve of October 20, 2008 Payroll in the Amount of \$739,558.20; Paid by Check No.'s 20540 through 20586.	Approved
Authorize the Mayor to Sign the Small Works Contract with Correct Equipment, Inc. in the amount of \$37,348.50 including Washington State Sales Tax for the Edward Spring Booster Pump Rebowling Project.	Approved
Authorize the Mayor to Sign the Recovery Contract #286 (Sewer) for Eagle Bay Homes, LLC in the Amount of \$368,704.98.	Approved
Authorize the Mayor to Sign the Professional Services Agreement in the Amount of \$44,505.00 with Kleinfelder West, Inc. for Technical Services on the Sunnyside Well Rehabilitation Project.	Approved
Review Bids	
Public Hearings	
Smokey Pointe Associates / White-Leasure Right-of-way Vacation Public Hearing.	Held
New Business	
Adopt an Ordinance of the City of Marysville Vacating a Portion of Unimproved Right-of-Way Located North of 172nd Street NE / SR 531, East of 27th Avenue NE and South of Assessor's Tax Parcel Number 31052000403000.	Approved Ord. No. 2747
Adopt an Ordinance of the City of Marysville, Washington Amending MMC 6.03.120 Correcting Statutory References; and Amending Chapters 6.06 and 6.51 Adopting and Incorporating by Reference Certain Specified State Criminal Statutes and Incorporating by Reference the State Misdemeanor Crime of Criminal Street Gang Tagging and Graffiti.	Approved Ord. No. 2748
Adopt a Resolution of the City of Marysville, Approving and Adopting an Identity Theft Prevention Program Pursuant to the Fair and Accurate Credit Transaction Act of 2003.	Approved Res. No. 2252
Adopt a Resolution Expressing Support for Scheduled Commercial Air Service at Paine Field.	Approved Res. No. 2243
Legal	
Mayor's Business	

October 27, 2008

7:00 p.m.

City Hall

Staff Business	
Call on Councilmembers	
Adjournment	8:33 p.m.

COUNCIL



MINUTES

Regular Meeting

October 27, 2008

Call to Order / Invocation / Pledge of Allegiance

Mayor Dennis Kendall called the October 27, 2008 meeting of the Marysville City Council to order at 7:00 p.m. at Marysville City Hall. The invocation was given by Pastor/Police Chaplain Tom Albright from the United Methodist Church. 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

Also Present: Chief Administrative Officer Mary Swenson, Finance Director Sandy Langdon, Commander Rob Lamoureux, Community Development Director Gloria Hirashima, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, City Clerk Tracy Jeffries, and Recording Secretary Laurie Hugdahl

Committee Reports

Councilmember Soriano reported that the LEOFF I Board reviewed and approved four claims on October 22.

Councilmember Phillips reported that the Marysville Cable TV Advisory Committee met on October 25. The following items were discussed:

- There will be a link to the community movie program on the City's website.
- Update regarding equipment purchased at a savings of 50% for a switch that will enable them to stream in various types of media like CDs, VHS or .mpg videos.
- Guest speaker who addressed different programming ideas.

Presentations

A. Employee Service Awards.

Judge Gillings presented the following service awards:

- Elizabeth Greene - Program lead, 5 years
- Allison Morrison - Program Specialist, 5 years

B. Finance Officers Association Budget Award Presentation to the Finance Department.

Mary Lou Moore, Executive Secretary of WFOA, presented the Finance Officers Association Budget Award to Denise Gritton on behalf of the City of Marysville's Finance Team.

Audience Participation

James Proctor, 8310 East Sunnyside School Road, Marysville, WA 98270, spoke regarding mitigation fees on Whiskey Ridge properties. He owns and resides on five acres zoned for multi-family use. He planned to develop and sell the property, but this was not possible because of the high costs involved, especially the mitigation fees. Although the economy is bad, he feels there is still a market for apartments. He also discussed the effects of increased property taxes which seem to be based on development potential, even though no development is occurring. He suggested looking into the possibility of incentives for developers.

Approval of Minutes

1. Approval of October 13, 2008 City Council Meeting Minutes.

Councilmember Phillips noted that he would be abstaining since he was absent at the October 13 meeting.

Motion made by Councilmember Wright, seconded by Councilmember Nehring, to approve the minutes as presented. **Motion** passed unanimously (6-0) with Councilmember Phillips abstaining.

2. Approval of October 20, 2008 City Council Work Session Minutes.

Councilmember Vaughan referred to page 5 of 7, the paragraph near the bottom which begins with, "Jeff Vaughan . . ." He asked to amend the last sentence with a more accurate description of the discussion.

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

Consent

Mayor Kendall noted that Item 6 - Award SR 9 Reservoir Demolition Project – would be postponed until the next council cycle.

Councilmember Nehring requested the removal of item 3.

Motion made by Councilmember Soriano, seconded by Councilmember Wright, to approve the following consent agenda:

4. Approval of October 15, 2008 Claims in the Amount of \$2,129,049.25; Paid by Check No.'s 50790 through 50937 with Check No.'s 48223, 50631 and 50643 Voided.
5. Approval of October 20, 2008 Payroll in the Amount of \$739,558.20; Paid by Check No.'s 20540 through 20586.
10. Authorize the Mayor to Sign the Small Works Contract with Correct Equipment, Inc. in the amount of \$37,348.50 including Washington State Sales Tax for the Edward Spring Booster Pump Rebowling Project.
11. Authorize the Mayor to Sign the Recovery Contract #286 (Sewer) for Eagle Bay Homes, LLC in the Amount of \$368,704.98.
12. Authorize the Mayor to Sign the Professional Services Agreement in the Amount of \$44,505.00 with Kleinfelder West, Inc. for Technical Services on the Sunnyside Well Rehabilitation Project.

Motion passed unanimously (7-0).

3. Approval of October 8, 2008 Claims in the Amount of \$895,416.27; Paid by Check No.'s 50616 through 50789 with Check No. 50518 Voided.

Jon Nehring asked about a charge from Volunteers of America of \$5,559.00. Mayor Kendall explained that this is for a community service provided by the City. There was discussion about the tremendous value that this service provides.

Motion made by Councilmember Nehring, seconded by Councilmember Seibert, to approve Consent Agenda item 3. Motion passed unanimously (7-0).

Review Bids

Public Hearings

7. Smokey Pointe Associates / White-Leasure Right-of-way Vacation Public Hearing.

Community Development Director Gloria Hirashima stated that there was a modification to the ordinance based on the gateway option. This was addressed in the revised ordinance which she distributed at the meeting. She discussed the two options available to the developer: pay the compensation or come to an agreement on the gateway sign.

The hearing was opened at 7:25.

Public Testimony:

Jeff Huber, 416 South 8th Street, Ste 200, Boise, Idaho, reviewed the background of this piece of property. He indicated that they would be willing to build a nice gateway sign for the City. He distributed examples of different signs representing the dimensions they are considering. He proposed that they meet with staff to decide on a design acceptable to all.

The hearing was closed at 7:33 p.m.

Discussion:

Councilmember Seibert asked about the design standard for gateway signs. Director Hirashima stated that the trellis version is the preferred sign as stated in the Master Plan. She has asked the developer to look again at the initial trellis version in the plan at a modified size. She discussed the benefits of this type of sign.

Councilmember Seibert asked if the size of signs at other gateways would also be adjusted. Parks and Recreation Director Jim Ballew stated that they could adjust the size, but prefer to keep the trellis version. He stated that the landscape is also important to highlighting whatever size they choose.

Councilmember Seibert expressed concerns with allowing bonding in lieu of construction. Director Hirashima explained that the developer is currently in the middle of constructing the site. WSDOT took longer than expected to complete their approval of the project and it has resulted in a very short window for them to purchase the property. She added that this particular developer has a very good record with the City. The reason for the request for them to bond is to allow them to get ownership of the property to enable them to finish paving while the pavers are out there. The City could stipulate the terms.

Councilmember Rasmussen asked if the design would be coming back to Council. Director Hirashima stated that they expected that Council would approve the concept and would give staff the authority to make the final decision.

Councilmember Seibert asked if the amount to be bonded should be the amount of the compensation for the vacation in the event that a sign agreement cannot be reached. Director Hirashima explained that the developer is committed to the sign and is not agreeable to the compensation amount. Council is being asked to approve both

ordinances and the developer would have the option of doing one or the other. The ordinance will not be published until the vacation is paid for.

City Attorney Craig Knutson suggested doing one ordinance with alternative forms of consideration instead of two ordinances for the same thing. After discussion it was determined that the sign ordinance would be the most appropriate one to approve since the developer was not interested in the other one.

There was discussion about amending this to state *"bonding or other acceptable security provided"*.

New Business

8. An Ordinance of the City of Marysville Vacating a Portion of Unimproved Right-of-Way Located North of 172nd Street NE / SR 531, East of 27th Avenue NE and South of Assessor's Tax Parcel Number 31052000403000.

Motion made by Councilmember Wright, seconded by Councilmember Vaughan, to approve Ordinance No. 2747, with the addition of, *"or other acceptable security provided."* in section 1, item a, after *bonding*. **Motion** passed unanimously (7-0).

9. An Ordinance of the City of Marysville, Washington Amending MMC 6.03.120 Correcting Statutory References; and Amending Chapters 6.06 and 6.51 Adopting and Incorporating by Reference Certain Specified State Criminal Statutes and Incorporating by Reference the State Misdemeanor Crime of Criminal Street Gang Tagging and Graffiti.

Councilmember Vaughan referred to a new chapter to the RCW which provides for a civil penalty for graffiti. This is something else that the Council would like to see addressed in the City code. City Attorney Craig Knutson indicated he would pass this on to Grant Weed.

Councilmember Vaughan discussed the significance of graffiti and the importance of eliminating this in order to halt the growth of gangs in the City. This ordinance will give the City another tool to use in this effort. He discussed the City's actions to eliminate gang activity in Marysville.

Motion made by Councilmember Vaughan, seconded by Councilmember Seibert, to approve Ordinance No. 2748. **Motion** passed unanimously (7-0).

13. A Resolution of the City of Marysville, Approving and Adopting an Identity Theft Prevention Program Pursuant to the Fair and Accurate Credit Transaction Act of 2003.

Sandy Langdon explained that this is a ruling of the 2003 FTC. It effects the City because of the Utility billing's operations and account systems, and the nature and scope of the Utility's activities.

Councilmember Soriano asked if this would create a need for any additional resources. Sandy Langdon did not think it would, other than training that is available on the Web.

Motion made by Councilmember Soriano, seconded by Councilmember Seibert, to approve Resolution 2252. **Motion** passed unanimously (7-0).

14. A Resolution Expressing Support for Scheduled Commercial Air Service at Paine Field.

Jim Lee, 7213 67th Place NE, Marysville, WA 98270, spoke about his involvement with the 3rd runway at SeaTac. He stated that it is inevitable that this going to happen at Paine Field and encouraged them to work with this to get the best out of this for the community with conditions regarding the size of airplanes, the noise, and the times that they will be flying. He supported what the City is doing and encouraged them to go forward with it.

Mayor Kendall pointed out that the difference between the two resolutions in front of them. The only difference is the names that would be on the signature block.

Motion made by Councilmember Wright, seconded by Councilmember Seibert, to approve Resolution 2253. **Motion** passed unanimously (7-0).

Councilmember Seibert reiterated about the importance of airlines paying their way and that the impacts to surrounding communities are mitigated.

There was consensus that all members of the Council would sign the Resolution.

Mayor Kendall added that this would be a topic at Friday morning's Chamber breakfast.

Legal

Mayor's Business

IHOP is officially opening tomorrow at 6:00 a.m. Mayor Kendall went on Saturday and it was great! He noted that this is the first IHOP with this style of building.

He and Director Hirashima attended the meeting with Congressman Rick Larsen regarding a proposed economic stimulus package which will go towards infrastructure.

Staff Business

Robb Lamoureux stated that next month's graffiti task force will be on November 13.

Jim Ballew:

- Make a Difference Day was last Saturday. The trail from the parking lot to the off-leash park was completed. Dedication will be November 15.
- Marysville for the Holidays will be December 6.
- Parks and Recreation is completely full for basketball.

Kevin Nielsen:

- The economic stimulus package is great news.
- Public Works meeting will be moved to November 14 because of the gangs and graffiti training.

Gloria Hirashima:

- Planning Commission will be holding hearings on the Transportation Plan and Whiskey Ridge design guidelines.
- Walking Audit for Walkable Communities on Thursday. All day training will be held on Friday.
- Staff has been receiving letters from homeowners at Palisades regarding failing rockeries. The contractor will be repairing this.

Sandy Langdon – no comments

Craig Knutson – no comments

Mary Swenson:

- Staff conducted interviews to day for new Assistant Fire Chief.
- ProAct team is doing great things on graffiti and drug trafficking activities.
- A tentative agreement has been reached on the Boeing machinists strike. This is very good for the economy.
- Gangs awareness training on November 6th at Grove Elementary from 6:30 to 8:30 and all day on November 7th from 9-4 at the Hawthorne.
- No executive session was needed.

Call on Councilmembers

Jeff Vaughan encouraged everyone to attend the gangs training.

Donna Wright commented that Operation Marysville Community Christmas (OMCC) will be holding an all-city food drive this Saturday.

Jeff Seibert:

- Congratulated the Finance department on their award.
- He received a call from Beatrice Howell in Sunnyside about speed bumps that were removed on 60th or 61st. Kevin Nielsen indicated he would contact her.

- He gave Jim Ballew the contact information for the Silver Tips.
- He thanked Mr. Lee for coming in support of Paine Field.
- On Sunday morning he saw the county officers talking with a gentleman at a bus stop who appeared to be writing on the window. He appreciates county support on this.

Carmen Rasmussen:

- Congratulated Sandy and her staff for the distinguished budget award. She thanked them for the excellent work that they do.
- Cities and Towns was a great event at the very nice campus at UW Bothell. It is exciting to think that there may be something like that in Marysville.
- The Director of the Business Development Center at UW Bothell explained that they provide services to small businesses to help with technical assistance, web design, etc.
- She commented that the parents of the girl who was found deceased indicated that they were not aware she was involved in any kind of gang activity. She stressed the importance of encouraging youth and providing positive activities for youth.
- She plans to go the walkability training on Friday after the Chamber meeting.

Jon Nehring concurred with comments about the importance of preventing gang activity.

John Soriano applauded Councilmember Vaughan's crusade against graffiti. He agreed that the branch campus was a really nice campus. It was great to get the feel of a branch campus.

Lee Phillips – no comments

Adjournment

Seeing no further business, Mayor Kendall adjourned the meeting at 8:33 p.m.

Approved this _____ day of _____, 2008.

Mayor
Dennis Kendall

Asst. Admin. Svcs. Director
Tracy Jeffries

**Marysville City Council Minutes
Budget Workshop, City Hall Council Chambers
October 21, 2008**

Present: Mayor Dennis Kendall
Councilmembers: Jon Nehring
Jeff Vaughan
Jeff Seibert
John Soriano
Lee Phillips
Carmen Rasmussen
Donna Wright

Staff: Mary Swenson, Chief Administrative Officer; Grant Weed, City Attorney; Sandy Langdon, Finance Director; Gloria Hirashima, Community Development Director; Kevin Nielson, Public Works Director; Jim Ballew, Parks Director, Rick Smith, Police Chief, Suzanne Elsner, Court Administrator, Doug Buell, Community Information Officer; Denise Gritton, Financial Planning Manager; John Nield, Financial Analyst; Tracy Jeffries, Asst. Admin. Services Director

Mayor Dennis Kendall called the October 21, 2008 Budget Workshop of the Marysville City Council to order at 5:18 p.m. at Marysville City Hall. He led those present in the Pledge of Allegiance.

5:19 p.m. Mayor Kendall called a 15 to 20 minute dinner recess.

5:32 p.m. back in session.

Mary Swenson briefed the council on the 2009 budget process; she stated they took an extremely conservative approach and will be monitoring it going forward. She stated that the proposed annexation is not part of this budget. She stated that as positions become vacant they will be determining if they really need to be filled. She turned it over to Sandy Langdon, Finance Director to address revenue projections, budget assumptions and a summary of the general fund including total budget requests, reserves, and fund balance.

Sandy Langdon discussed revenues; she stated they were pretty conservative in the assumptions. She said the 1% property tax is not included in the assumptions. There is a 1% in the EMS Levy. She stated this year we will be subsidizing the Golf fund so

there won't be an interfund loan. She also stated that departments were very conservative in their expenses and that they only increased where they needed to like postage and gas.

Mary Swenson stated the good news in this downturn is that it is allowing more time to do certain things in the Whiskey Ridge area before it becomes fully developed. Some other positive things right now include a new High School, the Tulalip hotel opening, Skate America bringing visitors into the area. She said they are looking at partnering with the Tribe on marketing the Golf course, ball fields and renting kayaks. Another good thing is the COLA was capped at 5%.

Sandy Langdon discussed general fund summary (Section 1, page 1-2).

Councilmember Rasmussen asked to define what the admissions tax covers. Grant Weed explained that some types of businesses that might charge the tax include, certain sporting events, bowling allies, theaters, amusement parks, skating rinks, game/video stores, go-cart tracks, kayak rentals. Mary Swenson stated that there have been discussions with the Chamber and they want to assist with talking to the businesses that could be affected by this tax. Grant Weed stated the fee is a flat rate of 5% of the gross revenue.

Sandy Langdon turned it over to the department directors.

Parks (Section 2)

Jim Ballew discussed the Appreciation and the Paths and Trails funds. He went on to present the different projects in the parks construction budget requests to include:

- Ebey Waterfront Park Repairs
- Skate Park Camera System Upgrade
- Replace Northpointe Park Equipment
- Ebey Park Irrigation Upgrades
- Video Security System at Comeford Park
- Electrical Service at Strawberry Fields
- Hickok Park Equipment Replacement
- First Phase Bayview Trail Construction

Police (Section 3)

Chief Smith discussed the Drug fund budget requests to include:

- Ballistic Tactical Vest
- Nine Ballistic Combat Helmets for the Tactical team
- Tourniquet/Cravats/Tac Pouches
- Ultralite Alternative Light Source for Trace Evidence
- GPS Digital Cameras
- Total Station (map crime scenes)
- Crash Zone Software Program

Chief Smith discussed the Tribal Gaming funds budget requests to include:

- Report Writing Software
- Arial Pictometry Photo Mapping
- Motorcycle Emergency Lights
- Potential Technology Upgrades, jail locks
- Lateral Files and Storage
- Holding Cell Surveillance Cameras
- Install Cameras within the Jail
- Replace Locks in the Jail

Finance (Section 4)

Sandy Langdon reviewed the Finance funds. She stated there is an increase in the Hotel Motel fund due to the new hotel and as a result we did a second round of Grant applications this year. She stated there is one request in the computer service fund to add VPN and Remote Laptop Wireless Access Upgrade. She said this will allow for increased in-field work.

Sandy Langdon reviewed the I-Net and Golf fund (Section 5). She stated there is no request in the I-Net fund. In the Golf fund she presented the budget requests to include:

- Pave Area Next to Sand Bins and Fuel Tanks
- Pave Cart Wash and Return Area
- Green Rails for the Triplex
- Sidewinder Trim Mower

Public Works (Section 5)

Street Fund 101

Public Works Director Kevin Nielson presented budget requests to include:

- Asphalt/Concrete Saw
- Seasonal Labor
- Work Station/ Laptop (Transportation Management)

Arterial Streets 102

Kevin Nielson stated there is \$512,737 in Overlays.

GMA Street Fund 305

Kevin Nielson presented budget requests and discussed some of the larger projects (page 6-6).

Water/Sewer Utility 401

Kevin Nielson presented budget requests to include:

- Wastewater Manager Reclass
- Repair Roof
- Watershed Management Upgrades – Edward Springs

- Seasonal Labor
- GPS Surface Water
- Laptops
- Emergency Projects
- Flood Protection
- Wade Rd Reservoir Mural
- Downtown Master Plan
- Funding for IS Request

Sandy Langdon pointed out that we got a 2% automatic request for water/sewer in the 2009 budget.

Capital Projects 402

Kevin Nielsen made reference to the list (page 6-18)

Drought 408

Kevin Nielsen stated no program requests

Solid Waste Fund 410

Kevin Nielsen stated no program requests

Fleet Services 501

Kevin Nielson presented budget requests to include:

- Mower
- Dump Trailer
- Sprayer
- Backhoe

Facilities 502

Mr. Nielson stated no program requests.

Community Development

Budget as submitted, no discussion.

Councilmember Rasmussen stated she is disappointed that there isn't any money to fund the crime prevention coordinator position.

Councilmember Nehring asked about the patrol vehicles. Chief Smith stated they are reviewing their take-home vehicle policy and probably within the next few weeks will come out with whatever changes will occur.

Councilmember Nehring asked about Parks department rental fees for facilities. Sandy Langdon stated it is included and is revenue neutral.

Mary Swenson stated they are looking at the Interlocals for court services with Arlington and Lake Stevens. She said they are coming up for renewal and they are looking at increasing the fees. Also the Parks department is looking at fees and will be discussing with the Parks Board. She said that the bidding environment is very good and we are seeing good bids coming in on projects. She said another thing we are looking at is replacing the golf carts and instead of leasing looking at purchasing and increasing the cart fee by \$2 to cover the cost.

Councilmember Seibert said he appreciates the philosophy of directors and staff taking such a conservative approach to budget.

Mayor Kendall stated the goals for the coming year are still focusing on more retail, the college, bring in more light industrial, get more jobs here and continue work on the waterfront. Another goal is to get the consolidation done with the City Hall complex and get the annexation done. He said that we aren't going to put the City in any jeopardy, other than we may need to get a bond for the building. He stated it is important that we do this right and bring everything together so we can run more efficiently and effectively, be green and be energy efficient. He said all of the city facilities are very old and it is very expensive to run and maintain all the facilities, and it is just not very efficient. He stated we need to do this and be good stewards of the citizen's money.

Mayor Kendall noted that the budget increase is 8.7% and the COLA was 5% and benefits were 8%, so that is a 13% increase across the board and we ended up with less than a 9% increase even with more employees than we had last year.

Mayor Kendall informed that we will schedule a public hearing the first regular meeting in November. Sandy Langdon stated that we will schedule a public hearing for both the property taxes and budget. Per MMC 14.04.075, the 2% water/sewer/surface increase is included in the preliminary budget if approved. She stated we will bring back a separate Ordinance to council.

Mary Swenson recommends that the council consider taking the 1% this year. Councilmember Rasmussen asked if the 1% was going to be brought to them to vote on. Sandy Langdon said she could prepare this for the next cycle. Council discussion followed.

Mayor Kendall adjourned the workshop at 7:10 p.m.

Approved the _____ day of _____, 2008.

Dennis L. Kendall, Mayor

Tracy Jeffries, Asst. Admin. Services Director

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: Nov. 10, 2008

AGENDA ITEM: Claims	AGENDA SECTION:	
PREPARED BY: Sandy Langdon, Finance Director	AGENDA NUMBER:	
ATTACHMENTS: Claims Listings	APPROVED BY: 	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the October 22, 2008 claims in the amount of \$1,179,635.18 paid by Check No.'s 50938 through 51120 with Check No.'s 16374, 17079, 17664, 18497, 18534, 18568, 18754, 19310, 19363, 19419, 19474, 19622, 19628, 20173, 20479, 20550, 20667, 21317, 21682, 21774, 21869, 21996, 22076, 22643, 23513 & 23538 voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-10

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$1,179,635.18 PAID BY CHECK NO.'S 50938 THROUGH 51120 WITH CHECK NUMBER'S 16374, 17079, 17664, 18497, 18534, 18568, 18754, 19310, 19363, 19419, 19474, 19622, 19628, 20173, 20479, 20550, 20667, 21317, 21682, 21774, 21869, 21996, 22076, 22643, 23513 & 23538 VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.



AUDITING OFFICER

10/24/08

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **22ND DAY OF OCTOBER 2008.**

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/16/2008 TO 10/22/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
50938	WASHINGTON STATE DEPARTMENT OF	SALES AND USE TAX SEPT 2008	001.231700.	663.58
	WASHINGTON STATE DEPARTMENT OF		00101130.549000.	0.10
	WASHINGTON STATE DEPARTMENT OF		00102020.549000.	2.32
	WASHINGTON STATE DEPARTMENT OF		00103010.549000.	34.23
	WASHINGTON STATE DEPARTMENT OF		101.231700.	285.70
	WASHINGTON STATE DEPARTMENT OF		401.231700.	467.48
	WASHINGTON STATE DEPARTMENT OF		40143410.553000.	46,026.80
	WASHINGTON STATE DEPARTMENT OF		40145040.553000.	1,622.92
	WASHINGTON STATE DEPARTMENT OF		41046060.553000.	10,062.40
	WASHINGTON STATE DEPARTMENT OF		420.231710.	11,357.81
	WASHINGTON STATE DEPARTMENT OF		42047267.553000.	623.02
	WASHINGTON STATE DEPARTMENT OF		501.231700.	67.70
	WASHINGTON STATE DEPARTMENT OF		502.231700.	37.81
50939	AALBU BROTHERS OF EVERETT INC	REPAIR STOP BAR & TRAILER JACK	50100065.548000.	1,681.89
50940	ACKLEY TOOL CO	LOCATOR REPAIR	40141180.549000.	579.70
50941	DIANE ADALBERT	TEAM BUILDING & EMP RELATIONS	00100310.541000.	125.00
	DIANE ADALBERT		00101023.541000.	125.00
50942	ADVANTAGE COMMUNICATIONS INC	NEXTEL CAR CHARGER	501.141100.	163.28
50943	ADVANTAGE BUILDING SERVICES	EXTRA CLEANING HOURS @ KBSCC	00105250.541000.	180.00
50944	SHERRY ALBERTS	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
50945	ALBERTSONS FOOD CENTER #471	ICE, TISSUE, NAPKINS, CUPS, SPOONS	00105120.531050.	13.52
	ALBERTSONS FOOD CENTER #471		00105120.531070.	20.68
	ALBERTSONS FOOD CENTER #471		00105120.549000.	27.71
	ALBERTSONS FOOD CENTER #471		10605250.549000.	116.99
50946	ALLWEST UNDERGROUND INC	16" BLOWER FAN & MANHOLE ADAPT	40145040.535000.	1,285.82
50947	ALPINE PRODUCTS INC	8" PAINT TANK LID	10110564.531000.	62.27
	ALPINE PRODUCTS INC	BIKE LANE SYMBOL	10110564.531000.	171.43
	ALPINE PRODUCTS INC	DISPLACEMENT PUMP	10110564.548000.	1,247.95
50948	ALS TRUCK PARTS	STEERING COLUMN W/CORE CHR	50100065.534000.	571.73
50949	AM TEST INC	NITRATE & NITROGEN TEST	40140780.541000.	25.00
50950	AMSAN SEATTLE	WYPALL WIPES	501.141100.	94.22
	AMSAN SEATTLE	DEGREASER	501.141100.	168.90
	AMSAN SEATTLE		501.141100.	168.90
50951	KYLE B. ANDERSON	DIRECT DEPOSIT REJECTED	40143310.511000.	250.00
50952	WILLIAM ANGLE	CONSULTING SERVICES	00100110.541000.0801	1,592.50
	WILLIAM ANGLE		00100110.541000.0801	7,672.50
50953	AQUA SOLUTIONS, INC	FITTINGS	401.231700.	-9.86
	AQUA SOLUTIONS, INC		40142480.531300.	125.86
50954	ARAMARK UNIFORM SERVICES	MAT CLEANING-WWTP	40142480.541000.	10.97
	ARAMARK UNIFORM SERVICES		40142480.541000.	10.97
	ARAMARK UNIFORM SERVICES	MAT CLEANING-PW ADMIN BLDG	40143410.549000.	68.96
	ARAMARK UNIFORM SERVICES	MAT CLEANING-MEZZANINE	40143780.549000.	15.63
	ARAMARK UNIFORM SERVICES		40143780.549000.	24.51
	ARAMARK UNIFORM SERVICES	UNIFORM CLEANING	50100065.526000.	58.25
50955	BANK OF AMERICA	FEE REIMBURSEMENT	00103222.549000.	1.00
50956	BANK OF AMERICA		00103010.549000.	35.37
50957	BANK OF AMERICA	MEETING REIMBURSEMENT	00100110.549000.	109.87
	BANK OF AMERICA		00100310.549000.	14.62
	BANK OF AMERICA		00100310.549010.	37.66
	BANK OF AMERICA		00102020.549000.	35.05
50958	BANK OF AMERICA	TRAVEL REIMBURSEMENT	00102020.543000.	262.11
50959	BANK OF AMERICA		00105380.543000.	382.41
	BANK OF AMERICA		00105380.549000.	5.05
50960	BANK OF AMERICA	FEE REIMBURSEMENT	00103010.549000.	6.84
50961	BANK OF AMERICA	REIMBURSE FEES	00103222.549000.	38.55
50962	BANK OF AMERICA	TRAVEL REIMBURSEMENT	00101023.543000.	129.80
50963	BANK OF AMERICA		00103222.543000.	527.52

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50963	BANK OF AMERICA	TRAVEL REIMBURSEMENT	00103222.549100.	507.00
50964	BARNETT IMPLEMENT	MOW DECK BELT	40145040.548000.	69.44
50965	BAXTER AUTO CENTER	WASH MIT FOR CLEANING	50200050.531000.	4.20
50966	BICKFORD FORD-MERCURY	TRANS SHIFT CABLE	50100065.534000.	111.04
50967	BLUMENTHAL UNIFORMS & EQUIPMENT	DETECTIVE HOLSTERS	00103121.526000.	53.14
	BLUMENTHAL UNIFORMS & EQUIPMENT	JACKET-HENDRICKSON	00103121.526000.	221.87
	BLUMENTHAL UNIFORMS & EQUIPMENT	JACKET-WIERSMA	00103121.526000.	243.03
	BLUMENTHAL UNIFORMS & EQUIPMENT	UNIFORM-FRANZEN	00103222.526000.	206.12
50968	BOB BARKER COMPANY INC	MATTRESS COVERS	00103960.531000.	202.25
	BOB BARKER COMPANY INC	INMATE UNIFORMS	00103960.531000.	1,673.16
	BOB BARKER COMPANY INC	(26) STACKABLE BUNKS	00103960.535000.	8,020.91
50969	DAVE BORG	REFUND CLASS FEES	00110347.376009.	75.00
50970	BRIM TRACTOR COMPANY, INC.	BLADES FOR MOWERS	10110770.548000.	264.80
50971	BRINKS INC	ARMORED TRUCK SERVICES	00100050.541000.	289.34
	BRINKS INC		00102020.541000.	148.33
	BRINKS INC		00103010.541000.	289.33
	BRINKS INC		00143523.541000.	289.34
	BRINKS INC		40143410.541000.	148.33
	BRINKS INC		42047061.541000.	136.33
50972	BUILDERS EXCHANGE	PUBLISH PROJECT ONLINE	30500030.563000.R0804	45.00
50973	LEORA BUSKER	REFUND CLASS FEES	00110347.376009.	150.00
50974	SHANNON CARLOS		00110347.376007.	61.00
50975	RICHARD CARROLL	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
50976	CARR'S ACE HARDWARE	POST HOLE DIGGER	40140980.535000.	54.24
	CARR'S ACE HARDWARE	EDGERS,HAND TROWELS,TARPS	40140980.535000.	83.56
	CARR'S ACE HARDWARE	FLASH LIGHT	40141280.535000.	6.50
	CARR'S ACE HARDWARE	1/2 X 48 SQUARE STOCK	50100048.564000.	15.17
50977	CASCADE NATURAL GAS	NATURAL GAS SRVC @ STILLY	40141580.547000.	272.31
50978	CDW GOVERNMENT INC	MS WWF V STUDIO PRO 08 DVD	00100020.531000.	27.14
	CDW GOVERNMENT INC	MS GSA V STUDIO PRO 2008	00100020.531000.	763.84
	CDW GOVERNMENT INC	STATION 66 NETWORK CONNECTION	10800080.549000.0839	1,756.51
	CDW GOVERNMENT INC	MISC SUPPLIES-ALDERMAN	40143410.531000.	42.56
	CDW GOVERNMENT INC		40143410.531000.	45.79
	CDW GOVERNMENT INC	MISC PERIPHERAL	50300090.531000.	56.72
	CDW GOVERNMENT INC	REPLACEMENT PRINTER-FINANCE	50300090.535000.	1,043.96
50979	CELLNETIX PATHOLOGY	INMATE HEALTH CARE	00103960.541000.	16.20
	CELLNETIX PATHOLOGY		00103960.541000.	65.55
	CELLNETIX PATHOLOGY		00103960.541000.	133.50
50980	CEMEX	CLASS B- 2.02 TONS	10110130.531000.	173.30
	CEMEX	CLASS B- 5 TONS	10110130.531000.	428.97
	CEMEX		10110130.531000.	429.83
50981	CHAMPION BOLT & SUPPLY	FLANGE PLUG	40142480.531400.	18.25
50982	CHRIS DISHMAN & JAENNAE DINIUS	UB 624927000000 4927 106TH ST	401.122110.	100.72
50983	BMN INVESTMENTS LLC	LODGING-FIREARMS TRAINING	00103740.543000.	418.14
50984	CLICK2MAIL	POSTAGE FOR 300 MAILINGS	00100020.542000.	105.00
	CLICK2MAIL		00102020.542000.	737.00
50985	LYA COLEMAN	REFUND CLASS FEES	00110347.376009.	45.00
50986	COLUMBIA PAINT & COATINGS	WHITE PAINT	00112572.531000.	50.87
50987	COMCAST	ACCT #8498310020001355-KBSCC	00105250.547000.	171.67
	COMCAST	PRO SHOP TV CABLE	42047267.549000.	89.53
	COMCAST	MONTHLY BROADBAND CHARGE	50300090.531000.	169.95
50988	COOK PAGING (WA)	PAGER SRVC 339-0613 & 257-3829	10111230.542000.	3.73
	COOK PAGING (WA)		40143410.542000.	3.73
50989	CO-OP SUPPLY	DRAIN PLUG	10110564.548000.	7.91
	CO-OP SUPPLY	PRUNERS AND WD40	10110770.531000.	79.17
	CO-OP SUPPLY	WORK BOOTS-SWENSON	40143410.526200.	92.21
	CO-OP SUPPLY	RAT POISON,DIGGING BARS,SEAL	40145040.531000.	140.59

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50989	CO-OP SUPPLY	JANITORIAL SUPPLIES	42047165.531700.	38.19
50990	VONNIE CRAWFORD	INSTRUCTOR SERVICES	00105250.541020.	315.00
50991	DATABASE SECURE RECORDS DESTRUCTIO	MONTHLY SHREDDING SERVICE	00100020.531000.	2.55
	DATABASE SECURE RECORDS DESTRUCTIO		00100310.531000.	8.50
	DATABASE SECURE RECORDS DESTRUCTIO		00102020.531000.	2.55
	DATABASE SECURE RECORDS DESTRUCTIO		00103010.541000.	73.00
	DATABASE SECURE RECORDS DESTRUCTIO		00105380.531000.	8.50
	DATABASE SECURE RECORDS DESTRUCTIO		00105380.531000.	8.50
	DATABASE SECURE RECORDS DESTRUCTIO		40143410.531000.	2.55
	DATABASE SECURE RECORDS DESTRUCTIO		50100065.531000.	0.42
	DATABASE SECURE RECORDS DESTRUCTIO		50200050.531000.	0.43
50992	DAY WIRELESS SYSTEMS	ANTENNA REPLACEMENT	00103222.548000.	197.20
50993	DELL MARKETING LP	MISC PERIPHERAL REPLACEMENTS	50300090.535000.	56.95
50994	DEX MEDIA INC	YELLOW PAGE ADS	42047267.544000.	77.00
50995	DICKS TOWING INC	TOWING CHARGES 95 ACURA	00103222.541000.	43.40
50996	DISPLAY & COSTUME	NAPKINS, TABLECOVERS, FABRIC	00105250.531050.	102.68
50997	BRENDA DONALDSON	REIMBURSE SUPPLIES-WELLNESS	00100310.549011.	190.50
50998	BETTY DOWNING	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
50999	E&E LUMBER INC	CONCRETE ANCHOR BOLTS	00100010.531000.	61.32
	E&E LUMBER INC	GRAFFITI SUPPLIES	00102020.531000.	12.99
	E&E LUMBER INC	TAPE	00103222.548000.	15.19
	E&E LUMBER INC		00103222.549000.	59.68
	E&E LUMBER INC	BLADES	10110770.531000.	39.04
	E&E LUMBER INC	FLAPPER BULLS EYE/ADJUSTABLE	40143410.531000.	9.69
51000	THE EAR PHONE CONNECTION	HAWK LAPEL MICROPHONE	001.231700.	-56.04
	THE EAR PHONE CONNECTION		00103222.526000.	715.28
51001	WA DEPARTMENT OF ECOLOGY	ANNUAL FEE-WASTEWATER PERMIT	40143410.553200.	14,979.60
51002	EMERALD HILLS COFFEE SERVICE	COFFEE SUPPLIES @ KBSCC	00105250.531050.	48.31
51003	SNO CO DEPT OF EMERGENCY MANAGEME	EMERGENCY SRVC 3RD&4TH QTR	00100090.549000.	18,286.05
51004	WA ENVIRONMENTAL TRAINING CENTER	CONFINED SPACE TRAINING	40143410.549050.	149.00
51005	ETONIC WORLDWIDE LLC	WINTER GLOVES & RAIN GLOVES	420.141100.	612.00
51006	EXIDE	BATTERY CORE REFUND	501.141100.	-13.02
	EXIDE	BATTERY W/CORE CHARGE	501.141100.	61.38
	EXIDE		501.141100.	119.28
51007	ERIC FAGEN	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
51008	PAUL FEDERSPIEL	REIMBURSE MEAL/PARKING	00100020.543000.	5.48
	PAUL FEDERSPIEL		00100020.549000.	14.00
51009	FIRE PROTECTION, INC	CLEAN DETECTOR AND RESET PANEL	00112572.548000.	201.65
51010	CHRIS FLOYD	INSTRUCTOR SERVICES	00105120.541020.	2,412.28
51011	FRED MEYER	FILM DEVELOPING	10110564.531000.	5.10
	FRED MEYER		10111230.531000.	6.23
51012	JON FRENCH	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
51013	GENERAL CHEMICAL CORP	ALUMINUM SULFATE	40142480.531320.	3,372.60
	GENERAL CHEMICAL CORP		40142480.531320.	3,518.32
51014	GOLDEN CORAL	COOKIES	00105250.531050.	60.58
51015	GOLF SCORECARDS INC	SCORECARDS	42047267.531000.	1,789.47
51016	PATTY GOODWILL	REFUND SECURITY DEPOSIT	001.239100.	200.00
51017	GRAINGER INC	TESTER PH/TEMPERATURE	40140780.535000.	82.23
	GRAINGER INC		40140780.535000.	82.23
51018	GREENSHIELDS INDUSTRIAL SUPPLY	HOSE FITTINGS	501.141100.	162.41
51019	GRP & ASSOCIATES INC	GAL SHARPS DISPOSAL SYSTEM	401.231700.	-4.59
	GRP & ASSOCIATES INC		40142480.541000.	58.54
51020	HALSTROM & ASSOCIATES, INC.	10/08 LOBBYIST RETAINER FEE	40143410.541000.	2,080.00
51021	HANOSKI, SUSAN	UB 844000011001 7101 79TH DR N	401.122110.	183.61
51022	HD FOWLER COMPANY	3/4" & 1" METER GASKETS	401.141400.	43.72
	HD FOWLER COMPANY	ADAPTERS, BALL VALVES	401.141400.	270.79
	HD FOWLER COMPANY	QUICK JOINT CORP STOP, COUPLING	401.141400.	707.90

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51022	HD FOWLER COMPANY	ADAPTERS,CHECK VALVES,BRASS	401.141400.	1,906.29
	HD FOWLER COMPANY	CONCRETE CULVERT	42047165.531920.	281.02
	HD FOWLER COMPANY	SHOVELS	501.141100.	343.86
	HD FOWLER COMPANY	PAINT,MARKER STICK,WRENCH	501.141100.	908.42
51023	HD SUPPLY WATERWORKS, LTD	MISC REPAIR PARTS FOR WTR MAIN	40140480.531000.	654.88
	HD SUPPLY WATERWORKS, LTD	HYDRANT PORT	40140680.531000.	-51.36
51024	HEALTHFORCE PARTNERS, INC	PREPLACEMENT EXAM	00103010.541000.	45.00
	HEALTHFORCE PARTNERS, INC	(2) RECERTIFICATION	40143410.541000.	54.00
	HEALTHFORCE PARTNERS, INC		50200050.541000.	54.00
51025	HORIZON	LINE TRIMMER HEAD	42047165.548000.	94.18
51026	HORIZON FORD	SPEEDOMETER PICK UP SENSOR	50100065.534000.	190.97
51027	HUD #561-818659	UB 290610000001 13307 60TH DR	401.122110.	134.77
51028	IMSA NW SECTION	MEMBERSHIP DUES-BRISCOE	10111864.549000.	60.00
	IMSA NW SECTION	MEMBERSHIP DUES-KING	10111864.549000.	60.00
51029	JET PLUMBING	REPAIR LEAK @ GASKET MENS ROOM	00101250.548000.	305.47
51030	JUDD & BLACK	REPAIR WASHING MACHINE	00103960.548000.	198.92
51031	JUSTICE SYSTEMS CORP	SERVICE JAIL DOOR LOCKS	00100010.548000.	2,034.38
51032	KIMBERLY KAUK	REFUND CLASS FEES	00110347.376007.	66.00
51033	MARCIA KELLEY	REIMBURSE TRAVEL/MILEAGE	00100490.543000.	60.45
	MARCIA KELLEY		00100490.549000.	200.30
51034	DENNIS KENDALL	REIMBURSE LUNCH MEETING	00100110.549000.	20.00
51035	KITTISACK VIENGLHAM	UB 780580000000 6221 60TH PL N	401.122110.	24.24
51036	KIWANIS	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
51037	DEPARTMENT OF LABOR & INDUSTRIES	3RD QTR L & I	00100050.524000.	8.34
	DEPARTMENT OF LABOR & INDUSTRIES		00103222.524000.	250.81
	DEPARTMENT OF LABOR & INDUSTRIES		00105120.524000.	64.76
	DEPARTMENT OF LABOR & INDUSTRIES		00105250.524000.	281.08
	DEPARTMENT OF LABOR & INDUSTRIES		00105515.549000.	1.52
51038	LADY OF LETTERS, INC	MINUTE TAKING SERVICE 10/8/08	00105380.541000.	210.00
51039	LASTING IMPRESSIONS INC	SEW PATCHES ON-HENDRICKSON	00103121.526000.	27.13
51040	LES SCHWAB TIRE CENTER	FLAT REPAIR	50100065.548000.	36.89
	LES SCHWAB TIRE CENTER		50100065.548000.	41.86
51041	DEPT OF LICENSING	BARTLESON, JAY (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	BRADLEY, WILLARD (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	GREEN, MATHEW (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	JENSEN, PAMELA ANN(LT RENEWAL)	001.237020.	21.00
51042	CHARLIE MAGEE	REFUND CLASS FEES	00110347.376007.	61.00
51043	MARYSVILLE FIRE DIST #12	INMATE HEALTH CARE	00103960.541000.	455.00
51044	MARYSVILLE FLORAL	SYMPATHY ARRANGEMENT-LARSEN	00100110.549000.	90.06
	MARYSVILLE FLORAL	SYMPATHY ARRANGEMENT-ANDERSO	00100110.549000.	171.37
51045	MARYSVILLE NOON ROTARY CLUB	MOONLIGHT DINNER & AUCTION(10)	00100110.549000.E0801	750.00
51046	MARYSVILLE PRINTING	BUSINESS CARDS	00103222.531000.	211.30
	MARYSVILLE PRINTING	POSTCARDS-KBSCC	00105250.544000.	32.55
51047	CITY OF MARYSVILLE	WTR/SWR/GRB @ 1635 GROVE ST	00100010.547000.	1,363.50
	CITY OF MARYSVILLE	WATER @ 6915 ARMAR RD	00105380.547000.	43.95
	CITY OF MARYSVILLE		00105380.547000.	54.30
	CITY OF MARYSVILLE	WATER @ 67TH AVE/64TH PLACE	00105380.547000.	59.25
	CITY OF MARYSVILLE	WTR/SWR @ 6915 ARMAR RD	00105380.547000.	88.80
	CITY OF MARYSVILLE	WATER @ 6621 GROVE ST/IRR	00105380.547000.	152.55
	CITY OF MARYSVILLE	WTR/SWR @ 6915 ARMAR RD	00105380.547000.	194.70
	CITY OF MARYSVILLE	WTR/SWR/GRB@5315 64TH AVE	00105380.547000.	363.60
	CITY OF MARYSVILLE	WATER @ 6915 ARMAR/IRR	00105380.547000.	550.35
	CITY OF MARYSVILLE	WTR/SWR/GRB@6915 ARMAR RD	00105380.547000.	2,356.20
	CITY OF MARYSVILLE	WATER @ 6120 GROVE STREET	00112572.547000.	310.65
	CITY OF MARYSVILLE	WTR/SWR/GRB@6120 GROVE ST	00112572.547000.	475.70
51048	CITY OF MARYSVILLE	ULID 12 PRINCIPAL/INTEREST	42047079.579000.	1,552.80
	CITY OF MARYSVILLE		42047079.583000.	543.48

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51049	MCI	LONG DISTACNE CHARGE	00103530.542000.	15.68
	MCI	LONG DISTANCE CHARGE	00103530.542000.	15.68
51050	MCI	DIRECT DIAL LONG DISTANCE CHR	50300090.542000.	5.48
51051	MUSCH, MATT & CATHLEEN	UB 042070000000 9603 66TH DR N	401.122110.	8.34
51052	NC MACHINERY COMPANY	DOZER REPAIRS & DIESEL/RENTAL	40145040.548000.	382.86
51053	NELSON PETROLEUM	DIESEL & GASOLINE CONSUMED	42047165.532000.	1,424.18
51054	NEPTUNE TECHNOLOGY GROUP, INC.	DELIVERY #1 LESS RETAINAGE	402.223400.	-21,978.85
	NEPTUNE TECHNOLOGY GROUP, INC.	DELIVERY #2 LESS RETAINAGE	402.223400.	-19,862.01
	NEPTUNE TECHNOLOGY GROUP, INC.		40220594.563000.W0607	397,240.20
	NEPTUNE TECHNOLOGY GROUP, INC.	DELIVERY #1 LESS RETAINAGE	40220594.563000.W0607	439,576.90
51055	NEXTEL COMMUNICATIONS	ACCT #844448815	00100020.542000.	49.99
	NEXTEL COMMUNICATIONS		00103010.542000.	49.99
	NEXTEL COMMUNICATIONS		00103010.542000.	49.99
	NEXTEL COMMUNICATIONS		00103010.542000.	49.99
	NEXTEL COMMUNICATIONS		00103010.542000.	49.99
	NEXTEL COMMUNICATIONS		00103010.542000.	49.99
	NEXTEL COMMUNICATIONS		00103010.542000.	49.99
	NEXTEL COMMUNICATIONS		40143410.542000.	49.99
	NEXTEL COMMUNICATIONS		40143410.542000.	49.99
	NEXTEL COMMUNICATIONS		50300090.542000.	99.98
51056	NORTH COAST ELECTRIC COMPANY	HARDWARE SUPPLIES	40141580.535000.	344.46
	NORTH COAST ELECTRIC COMPANY		40142480.535000.	344.46
51057	NORTH SOUND EMERGENCY MEDICINE	INMATE CARE-ACCT #8-818100330	00103960.541000.	505.00
51058	NORTH SOUND HOSE & FITTINGS	HOSE W/FITTINGS COUPLING SET	40140880.531000.	1,317.17
51059	NORTHSTAR CHEMICAL INC.	SODIUM HYPOCHLORITE	40142480.531320.	4,282.32
51060	OFFICE DEPOT	COPY PAPER	00101130.531000.	110.50
	OFFICE DEPOT	DESK CHAIR-CRIME ANALYST	00103010.535000.	521.45
	OFFICE DEPOT	OFFICE SUPPLIES	00103121.531000.	56.30
	OFFICE DEPOT	LAM POUCH	00103222.531000.	3.40
	OFFICE DEPOT	FILE BOXES	00103222.531000.	12.16
	OFFICE DEPOT	OFFICE SUPPLIES	00103222.531000.	12.54
	OFFICE DEPOT		00103222.531000.	90.00
	OFFICE DEPOT	RETURNED CARTRIDGES	00103960.531000.	-814.59
	OFFICE DEPOT	OFFICE SUPPLIES	00103960.531000.	22.00
	OFFICE DEPOT	INK	00104190.531000.	3.03
	OFFICE DEPOT	OFFICE SUPPLIES	00104190.531000.	126.71
	OFFICE DEPOT	COPY PAPER	00143523.531000.	110.51
	OFFICE DEPOT	OFFICE SUPPLIES	00143523.531000.	152.62
	OFFICE DEPOT		10111230.531000.	144.76
	OFFICE DEPOT		10111230.531000.	227.37
	OFFICE DEPOT	INK CARTRIDGES	40140780.531000.	62.12
	OFFICE DEPOT	COLOR TONER	40142380.531000.	470.88
	OFFICE DEPOT	OFFICE SUPPLIES	40143410.531000.	81.17
	OFFICE DEPOT	INK CARTRIDGES	50100065.531000.	23.31
	OFFICE DEPOT		50100065.531000.	36.75
	OFFICE DEPOT		50200050.531000.	23.32
	OFFICE DEPOT		50200050.531000.	36.75
51061	OFFICE OF THE CODE REVISER	2008 REVISED CODE BOOKS (6)	00100050.549000.	462.94
	OFFICE OF THE CODE REVISER		00100110.549000.	694.39
	OFFICE OF THE CODE REVISER		00103010.549000.	231.47
51062	ALLENA OLSON	REIMBURSE-MINI PUMPKINS	00100310.549010.	11.06
51063	OLSON, ERIK & JULI	UB 983630000000 3628 SUNNYSIDE	401.122130.	85.27
51064	PACIFIC POWER PRODUCTS	AERIFIER WINDOW	42047165.548000.	359.14
51065	PAPE MACHINERY	OIL AND ELEMENT FILTERS	501.141100.	78.10
51066	THE PARTS STORE	SPARK PLUGS	10110564.535000.	8.85
	THE PARTS STORE	BRUSH, SOCKET SET	10110564.535000.	14.55
	THE PARTS STORE	SCREWDRIVER	501.141100.	31.01
	THE PARTS STORE	OIL, AIR FILTERS,SCREW DRVR	501.141100.	76.31

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/16/2008 TO 10/22/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
51066	THE PARTS STORE	RETURN VACUUM TUBING	50100065.531000.	-32.55
	THE PARTS STORE	VACUUM TUBING	50100065.531000.	32.55
	THE PARTS STORE	ACCESSORY RELAY	50100065.534000.	52.64
51067	PAVE	BOX LUNCHES-MAG STATE LEG MTG	00100110.549000.	310.59
51068	Laurie Hugdahl	MINUTE TAKING SERVICE	00102020.549000.	46.50
51069	PETROCARD SYSTEMS INC	FUEL CONSUMED-POLICE	00103222.532000.	5,461.25
	PETROCARD SYSTEMS INC	FUEL CONSUMED-STREETS	10111230.532000.	1,679.41
51070	PETTY CASH- PW	PARKING FEE/DRILL BIT/PARTS	00100310.549011.	15.00
	PETTY CASH- PW		40140180.548000.	2.34
	PETTY CASH- PW		40140180.548000.	9.58
	PETTY CASH- PW		40141580.535000.	11.90
	PETTY CASH- PW		40143410.549000.	15.15
	PETTY CASH- PW		50100048.564000.	15.75
	PETTY CASH- PW		50100065.534000.	77.41
51071	PHOINIX EQUIPMENT, LLC	MINI EXCAVATOR	40145040.548000.	705.90
51072	PICK OF THE LITTER DESIGN, INC.	PRINT/SHIP POSTERS	00105090.531000.	351.54
	PICK OF THE LITTER DESIGN, INC.	PRINT/SHIP FLYERS	00105090.531000.	546.30
51073	DENISE FREEMAN	JUMPSUITS-ALLEN,FAST,SEWLL	00103222.526000.	1,531.15
51074	PROTHMAN COMPANY	ENG SRVS MNGR SEARCH	00100020.541000.	3,308.85
51075	PROVIDENCE EVERETT MEDICAL CENTER	INMATE HEALTH CARE 8/11/08	00103960.541000.	2,201.85
51076	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #565-001-518-2	00100010.547000.	66.34
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #418-001-612-5	00100010.547000.	3,117.62
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #572-001-307-6	00105090.547000.	29.46
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #277-001-775-0	00105250.547000.	291.95
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #411-002-222-7	00105380.547000.	76.52
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #274-001-574-4	00105380.547000.	79.21
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #501-001-656-5	00105380.547000.	179.47
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #910-002-522-1	00105380.547000.	363.92
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #490-001-155-4	00112572.547000.	2,817.00
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #343-042-303-2	10110463.547000.	522.05
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #527-001-632-1	10110564.531000.	485.06
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #664-001-090-3	10111864.547000.	85.75
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #123-000-023-2	10111864.547000.	110.99
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #230-075-562-2	10111864.547000.	112.64
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #841-000-252-4	10111864.547000.	403.56
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #162-000-094-1	10111864.547000.	503.87
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #493-001-880-1	40140180.547000.	29.46
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #335-001-900-0	40140180.547000.	1,087.22
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #401-001-485-2	40140180.547000.	1,751.28
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #224-078-532-5	40141580.547000.	1,950.77
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #507-016-549-2	40142280.547000.	87.88
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #243-001-286-0	40142280.547000.	111.68
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #370-002-191-2	40142480.547000.	6,656.25
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #461-029-794-9	40142480.547000.	10,471.88
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #447-001-040-8	40142480.547000.	16,051.55
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #543-001-067-7	40143410.547000.	28.06
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #289-075-529-7	40143780.547000.	1,235.47
51077	PUGET SOUND SECURITY	KEYS	00103222.548000.	12.80
51078	RADIA MEDICAL IMAGING	INMATE HEALTH CARE 8/11/08	00103960.541000.	34.10
51079	RADIOSHACK	BATTERIES	00103222.531000.	32.52
51080	RAIN FOR RENT	MISC PARTS	40230594.563000.S0102	892.97
51081	GINNY REID	INSTRUCTOR SERVICES	001.239100.	58.00
51082	WASHINGTON STATE DEPARTMENT OF	UNCLAIMED PROPERTY	00100050.549210.	61.43
	WASHINGTON STATE DEPARTMENT OF		00100321.319000.	55.00
	WASHINGTON STATE DEPARTMENT OF		00102515.549000.	35.42
	WASHINGTON STATE DEPARTMENT OF		00104000.549000.	140.00
	WASHINGTON STATE DEPARTMENT OF		00110347.376009.	28.00

**CITY OF MARYSVILLE
 INVOICE LIST**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
51082	WASHINGTON STATE DEPARTMENT OF	UNCLAIMED PROPERTY	401.122110.	501.60
	WASHINGTON STATE DEPARTMENT OF		401.122130.	25.77
	WASHINGTON STATE DEPARTMENT OF		401.245200.	159.00
	WASHINGTON STATE DEPARTMENT OF		40142343.334049.	20.00
	WASHINGTON STATE DEPARTMENT OF		42047267.511100.	339.89
51083	RH2 ENGINEERING INC	PAY ESTIMATE # 10	40200034.560000.W0705	1,458.00
51084	JIM ROGERS	REFUND CLASS FEES	00110347.376009.	45.00
51085	JUNE ROYLANCE	REIMBURSE SHUTTLE FEES	00143523.543000.	67.50
51086	S&S WORLDWIDE INC	COLOR ME BEADS,BUTTONS,STOCK	001.231700.	-142.50
	S&S WORLDWIDE INC	ORNAMENTS,BILLARDS,TETHERBALL	001.231700.	-19.13
	S&S WORLDWIDE INC		00105120.531070.ASAP	244.13
	S&S WORLDWIDE INC	COLOR ME BEADS,BUTTONS,STOCK	00105120.531070.	1,818.92
51087	CORI SHACKLETON	REIMBURSE TRAVEL COSTS	00103222.543000.	97.50
51088	CARLTON DOUP	INSTRUCTOR SERVICES	00105120.541020.	134.30
	CARLTON DOUP		00105120.541020.	335.75
51089	SIX ROBBLEES INC	D-RING	50100048.564000.	131.50
51090	CHUCK SMITH	REIMBURSE MEAL COSTS	00103222.543000.	97.50
51091	SNAP-ON INCORPORATED	K17 KEY	50100065.535000.	50.50
	SNAP-ON INCORPORATED	18 VOLT CORDLESS IMPACT	50100065.535000.	461.88
	SNAP-ON INCORPORATED	WHEEL LIFT ASSIST	50100065.535000.	541.31
51092	SNOHOMISH COUNTY CORRECTIONS	BOOKINGS/HOUSING/HOME DETENT	00103960.551000.	73,131.26
51093	SNO CO EDC	EDC'S QRTLTY BREAKFAST MTG	00100110.549000.	35.00
	SNO CO EDC		00100110.549000.	35.00
	SNO CO EDC		00102020.549000.	35.00
	SNO CO EDC		40143410.549000.	35.00
51094	SNO CO PUBLIC WORKS	RR7827 OVERLAYS AUG 2008	10200030.541000.	22.40
51095	SNOHOMISH HEALTH DISTRICT	HEP B TEST	40142080.541000.	58.00
51096	SOUND PUBLISHING INC	LEGAL NOTICES ACCT#88522148	00102020.544000.	417.66
51097	SOUND SAFETY PRODUCTS CO INC	LAB COAT-HIGBEE	41046060.526000.	20.58
	SOUND SAFETY PRODUCTS CO INC	SAFETY GLASSES	501.141100.	42.35
	SOUND SAFETY PRODUCTS CO INC	GLOVES AND RAINGEAR	501.141100.	380.97
51098	SOUND TRACTOR COMPANY	CHAIN AND BAR OIL	10110770.548000.	78.44
51099	SPARLING INC	PROFESSIONAL SERVICES	40142480.541000.	2,790.00
51100	SPECIALTY CIGARS INT'L INC	CIGARS	420.141100.	195.60
51101	STATE AVENUE PLAZA, LLC	MONTHLY LEASE PYMT-1015 STATE	00101250.545000.	28,000.00
51102	WASHINGTON STATE PATROL	BACKGROUND CHECKS	00100310.541000.	360.00
51103	DAYMOND WILLIS HOLDINGS, INC.	OUTERWEAR/RAIN JACKETS	420.141100.	778.36
51104	MARY SWENSON	REIMBURSE CAB FARE/MTG	00100110.543000.	94.00
	MARY SWENSON		00100310.549010.	200.00
51105	SYSTEMS INTERFACE INC	PAY ESTIMATE #18	40220594.563000.W0621	2,440.02
	SYSTEMS INTERFACE INC	PAY ESTIMATE #17	40220594.563000.W0621	2,735.52
51106	TRAVEL ADVANCE FUND	TAC TEAM TRAINING-BUELL	00103222.543000.	253.50
51107	TYLER TECHNOLOGIES, INC.	LASER CHECKS (A/P)	00101023.531000.	230.19
51108	UNITED PARCEL SERVICE	SHIPPING EXPENSE	00103222.542000.	43.21
51109	UNITED PIPE & SUPPLY INC	COMPOSITE LIDS W/READER	401.141400.	589.74
51110	UNITED RENTALS	22 TOOTH BLADE	40145040.535000.	95.44
51111	UTILITIES UNDERGROUND LOCATION CTR	EXCAVATION NOTICE SEPT 08	40141180.541000.	484.80
51112	VERIZON NORTHWEST	ACCT #404449227007	00100050.542000.	256.80
	VERIZON NORTHWEST	ACCT #1107449353300	00100050.542000.	698.98
	VERIZON NORTHWEST	ACCT #404449227007	00100310.531000.	61.10
	VERIZON NORTHWEST	ACCT #109471572710	00103121.542000.	64.37
	VERIZON NORTHWEST	ACCT #108778831503	00104000.542000.	75.45
	VERIZON NORTHWEST	ACCT #109778831810	00104000.542000.	75.45
	VERIZON NORTHWEST	ACCT #1109268635501	00104000.542000.	93.05
	VERIZON NORTHWEST	ACCT #102857559902	00112572.542000.	103.26
51113	W.A. BOTTING COMPANY	GOLF COURSE MAKE UP AIR UNIT	42047165.548000.	1,784.62
51114	WA ASSOC OF BUILDING OFFICIALS	REFERENCE MANUALS-BUILDING	00102020.549000.	135.50

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/16/2008 TO 10/22/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
51115	WATERSHED, INC	CREDIT FOR MCSHANE-PANTS	00103222.526000.	-192.37
	WATERSHED, INC	GORE TEX PANTS-MC SHANE	00103222.526000.	223.25
51116	WELCOME COMMUNICATIONS	BATTERY STICKS	00103222.526000.	124.29
51117	WESTERN SYSTEMS INC	COMMUNICATION CABLE	10111864.535000.	88.62
	WESTERN SYSTEMS INC	MEDIA CONVERTER CARD	30500030.563000.R0803	1,744.14
51118	LINDA R WILLIAMS	REFUND CLASS FEES	00110347.376009.	35.00
51119	JEAN WILSON		00110347.376021.	58.00
51120	ZEE MEDICAL SERVICE	RESUPPLY FIRST AID KIT-CH	00103530.531000.	256.87

WARRANT TOTAL: 1,180,423.61

LESS VOIDS

CHECK # 16374	UNCLAIMED PROPERTY	(11.12)
CHECK # 17079	UNCLAIMED PROPERTY	(10.37)
CHECK # 17664	UNCLAIMED PROPERTY	(10.00)
CHECK # 18497	UNCLAIMED PROPERTY	(80.00)
CHECK # 18534	UNCLAIMED PROPERTY	(13.52)
CHECK # 18568	UNCLAIMED PROPERTY	(42.05)
CHECK # 18754	UNCLAIMED PROPERTY	(60.00)
CHECK # 19310	UNCLAIMED PROPERTY	(21.15)
CHECK # 19363	UNCLAIMED PROPERTY	(8.40)
CHECK # 19419	UNCLAIMED PROPERTY	(6.07)
CHECK # 19474	UNCLAIMED PROPERTY	(11.87)
CHECK # 19622	UNCLAIMED PROPERTY	(7.13)
CHECK # 19628	UNCLAIMED PROPERTY	(12.11)
CHECK # 20173	UNCLAIMED PROPERTY	(28.00)
CHECK # 20479	UNCLAIMED PROPERTY	(15.00)
CHECK # 20550	UNCLAIMED PROPERTY	(12.43)
CHECK # 20667	UNCLAIMED PROPERTY	(18.52)
CHECK # 21317	UNCLAIMED PROPERTY	(30.00)
CHECK # 21682	UNCLAIMED PROPERTY	(67.52)
CHECK # 21774	UNCLAIMED PROPERTY	(33.97)
CHECK # 21869	UNCLAIMED PROPERTY	(50.39)
CHECK # 21996	UNCLAIMED PROPERTY	(10.81)
CHECK # 22076	UNCLAIMED PROPERTY	(9.58)
CHECK # 22643	UNCLAIMED PROPERTY	(22.15)
CHECK # 23513	UNCLAIMED PROPERTY	(17.27)
CHECK # 23538	UNCLAIMED PROPERTY	(179.00)

REASON FOR VOIDS:

- INITIATOR ERROR
- WRONG VENDOR
- CHECK LOST IN MAIL

1,179,635.18

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 10, 2008

AGENDA ITEM: Contract Award: Edward Springs Booster Pump Station Piping Modifications project to Archer Construction, Inc.	AGENDA SECTION: Contract Award	
PREPARED BY: David Zull, Project Manager	AGENDA NUMBER:	
ATTACHMENTS: Certified Bid Tabulation Location Map	APPROVED BY: <i>[Signature]</i>	
	MAYOR	CAO
BUDGET CODE: 40220594.563000 - W0808 - Budget Amount \$300,000	AMOUNT: \$71,114.85	

On October 23, 2008, bids were opened for the Edward Springs Booster Pump Station Piping Modifications project. 18 bids were received as shown on the attached bid tabulation. The Engineer's estimate was \$90,000.00. The low bidder is Archer Construction, Inc. References have been checked and found to be satisfactory.

Staff recommends that the project contract be awarded to Archer Construction, Inc.

Contract Bid (Includes Sales Tax):	\$67,714.85
Management Reserve (5%):	\$ 3,400.00
Total:	\$71,114.85

<p>RECOMMENDED ACTION:</p> <p>Public Works Staff recommends the City Council authorize the Mayor to award the bid for the Edward Springs Booster Pump Station Piping Modifications project to Archer Construction in the amount of \$67,714.85 including Washington State Sales Tax, and approve a management reserve of \$3,400.00 for a total allocation of \$71,114.85.</p>
<p>COUNCIL ACTION:</p>

BID TABULATION

EDWARD SPRINGS BOOSTER PUMP STATION PIPING MODIFICATION!

BID OPENING: October 23 at 10:00 am

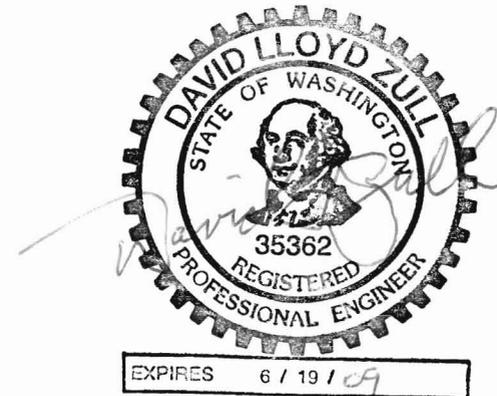
Prepared by: David L Zull, PE

Date: Oct. 23, 2008

Engineer's Estimate Archer Constr B&B Utilities & Excavatin Langsholt Const. Reece Trucking & Excavation

Item	Description	Quantity	Units	Unit Prices	Total Price	Unit Price	Total Price						
1	Mobilization	1	LS	\$10,000.00	\$10,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$8,000.00	\$8,000.00	\$2,000.00	\$2,000.00
2	Excavation Safety Systems	1	LS	\$1,000.00	\$1,000.00	\$50.00	\$50.00	\$1,000.00	\$1,000.00	\$1,640.00	\$1,640.00	\$4,000.00	\$4,000.00
3	Temp Erosion and Sediment Control	1	LS	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$1,150.00	\$1,150.00	\$2,000.00	\$2,000.00
4	Cut-in Tee	1	LS	\$12,000.00	\$12,000.00	\$4,000.00	\$4,000.00	\$11,500.00	\$11,500.00	\$8,500.00	\$8,500.00	\$10,000.00	\$10,000.00
5	Site Piping	1	LS	\$12,000.00	\$12,000.00	\$8,200.00	\$8,200.00	\$8,500.00	\$8,500.00	\$9,500.00	\$9,500.00	\$12,700.00	\$12,700.00
6	Unsubtable Excavation	10	CY	\$60.00	\$600.00	\$16.00	\$160.00	\$20.00	\$200.00	\$50.00	\$500.00	\$100.00	\$1,000.00
7	460 Zone Vault	1	LS	\$18,000.00	\$18,000.00	\$16,500.00	\$16,500.00	\$13,000.00	\$13,000.00	\$14,455.00	\$14,455.00	\$16,600.00	\$16,600.00
8	327 Zone Vault	1	LS	\$22,300.00	\$22,300.00	\$22,000.00	\$22,000.00	\$17,000.00	\$17,000.00	\$19,475.00	\$19,475.00	\$21,700.00	\$21,700.00
9	Minor Changes	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Subtotal Amount					\$82,900.00		\$62,410.00		\$63,200.00		\$68,220.00		\$75,000.00
States Sales Tax at 8.5%					\$7,046.50		\$5,304.85		\$5,372.00		\$5,798.70		\$6,375.00
TOTAL					\$89,946.50		\$67,714.85		\$68,572.00		\$74,018.70		\$81,375.00

We hereby certify that this bid tabulation represents all bids received
and that all calculations have been checked and are correct.



BID TABULATION

EDWARD SPRINGS BOOSTER PUMP STATION PIPING MODIFICATION!

BID OPENING: October 23 at 10:00 am

Prepared by: David L. Zull, PE
Date: Oct. 23, 2008

Award Construction Inc. Interwest Constr Inc. SRV Const. K C Equipment Marshbank Construction

Item	Description	Quantity	Units	Unit Prices	Total Price	Unit Price	Total Price						
1	Mobilization	1	LS	\$10,685.00	\$10,685.00	\$6,500.00	\$6,500.00	\$14,500.00	\$14,500.00	\$2,500.00	\$2,500.00	\$8,000.00	\$8,000.00
2	Excavation Safety Systems	1	LS	\$3,815.00	\$3,815.00	\$500.00	\$500.00	\$550.00	\$550.00	\$800.00	\$800.00	\$500.00	\$500.00
3	Temp Erosion and Sediment Control	1	LS	\$452.00	\$452.00	\$650.00	\$650.00	\$575.00	\$575.00	\$1,250.00	\$1,250.00	\$1,500.00	\$1,500.00
4	Cut-in Tee	1	LS	\$15,256.00	\$15,256.00	\$13,200.00	\$13,200.00	\$9,765.00	\$9,765.00	\$19,000.00	\$19,000.00	\$9,600.00	\$9,600.00
5	Site Piping	1	LS	\$17,814.00	\$17,814.00	\$9,295.00	\$9,295.00	\$17,400.00	\$17,400.00	\$19,000.00	\$19,000.00	\$11,000.00	\$11,000.00
6	Unsuitable Excavation	10	CY	\$32.24	\$322.40	\$90.00	\$900.00	\$38.00	\$380.00	\$50.00	\$500.00	\$50.00	\$500.00
7	460 Zone Vault	1	LS	\$16,790.00	\$16,790.00	\$18,700.00	\$18,700.00	\$12,900.00	\$12,900.00	\$15,728.75	\$15,728.75	\$20,000.00	\$20,000.00
8	327 Zone Vault	1	LS	\$22,011.90	\$22,011.90	\$23,000.00	\$23,000.00	\$17,800.00	\$17,800.00	\$15,728.75	\$15,728.75	\$24,000.00	\$24,000.00
9	Minor Changes	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Subtotal Amount					\$92,146.30		\$77,745.00		\$78,870.00		\$79,507.50		\$80,100.00
States Sales Tax at 8.5%					\$7,832.44		\$6,608.33		\$6,703.95		\$6,758.14		\$6,808.50
TOTAL					\$99,978.74		\$84,353.33		\$85,573.95		\$86,265.64		\$86,908.50

D & G Backhoe Mosbrucker Excavatin Trico Contracting Taylor's Excavators Johnson Construction

Item	Description	Quantity	Units	Unit Prices	Total Price	Unit Price	Total Price						
1	Mobilization	1	LS	\$4,525.00	\$4,525.00	\$6,358.00	\$6,358.00	\$8,500.00	\$8,500.00	\$6,890.00	\$6,890.00	\$21,620.00	\$21,620.00
2	Excavation Safety Systems	1	LS	\$500.00	\$500.00	\$100.00	\$100.00	\$100.00	\$100.00	\$2,390.00	\$2,390.00	\$3,500.00	\$3,500.00
3	Temp Erosion and Sediment Control	1	LS	\$500.00	\$500.00	\$500.00	\$500.00	\$1,400.00	\$1,400.00	\$1,585.00	\$1,585.00	\$1,380.00	\$1,380.00
4	Cut-in Tee	1	LS	\$6,172.00	\$6,172.00	\$8,992.00	\$8,992.00	\$12,300.00	\$12,300.00	\$9,135.00	\$9,135.00	\$9,140.00	\$9,140.00
5	Site Piping	1	LS	\$17,190.00	\$17,190.00	\$13,653.00	\$13,653.00	\$20,000.00	\$20,000.00	\$16,260.00	\$16,260.00	\$9,652.00	\$9,652.00
6	Unsuitable Excavation	10	CY	\$25.00	\$250.00	\$33.00	\$330.00	\$62.00	\$620.00	\$28.00	\$280.00	\$28.00	\$280.00
7	460 Zone Vault	1	LS	\$21,198.00	\$21,198.00	\$20,557.00	\$20,557.00	\$15,800.00	\$15,800.00	\$19,835.00	\$19,835.00	\$16,035.00	\$16,035.00
8	327 Zone Vault	1	LS	\$25,298.00	\$25,298.00	\$25,722.00	\$25,722.00	\$20,750.00	\$20,750.00	\$24,920.00	\$24,920.00	\$23,593.00	\$23,593.00
9	Minor Changes	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Subtotal Amount					\$80,633.00		\$81,212.00		\$84,470.00		\$86,295.00		\$90,200.00
States Sales Tax at 8.5%					\$6,853.81		\$6,903.02		\$7,179.95		\$7,335.08		\$7,667.00
TOTAL					\$87,486.81		\$88,115.02		\$91,649.95		\$93,630.08		\$97,867.00

Gary Harper Construction Carman's Constructor B & L Utility Tastad Construction

Item	Description	Quantity	Units	Unit Prices	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	1	LS	\$8,400.00	\$8,400.00	\$6,500.00	\$6,500.00	\$5,000.00	\$5,000.00		\$0.00	\$7,500.00	\$7,500.00
2	Excavation Safety Systems	1	LS	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00		\$0.00	\$1,500.00	\$1,500.00
3	Temp Erosion and Sediment Control	1	LS	\$1,300.00	\$1,300.00	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00		\$0.00	\$2,000.00	\$2,000.00
4	Cut-in Tee	1	LS	\$8,300.00	\$8,300.00	\$22,000.00	\$22,000.00	\$10,000.00	\$10,000.00		\$0.00	\$20,000.00	\$20,000.00
5	Site Piping	1	LS	\$35,200.00	\$35,200.00	\$12,925.00	\$12,925.00	\$7,000.00	\$7,000.00		\$0.00	\$23,500.00	\$23,500.00
6	Unsuitable Excavation	10	CY	\$10.00	\$100.00	\$150.00	\$1,500.00	\$1.00	\$10.00		\$0.00	\$50.00	\$500.00
7	460 Zone Vault	1	LS	\$13,600.00	\$13,600.00	\$18,725.00	\$18,725.00	\$30,000.00	\$30,000.00		\$0.00	\$26,500.00	\$26,500.00
8	327 Zone Vault	1	LS	\$17,800.00	\$17,800.00	\$23,346.00	\$23,346.00	\$35,000.00	\$35,000.00		\$0.00	\$31,500.00	\$31,500.00
9	Minor Changes	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00		\$0.00	\$5,000.00	\$5,000.00
Subtotal Amount					\$91,700.00		\$91,996.00		\$94,210.00		\$0.00		\$118,000.00
States Sales Tax at 8.5%					\$7,794.50		\$7,819.66		\$8,007.85		\$0.00		\$10,030.00
TOTAL					\$99,494.50		\$99,815.66		\$102,217.85		\$0.00		\$128,030.00

Edward Springs Booster Pump Station Piping Modification Project



Project Location

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 10, 2008

AGENDA ITEM: Contract Award: SR 9 Reservoir Demolition,	AGENDA SECTION: Contract Award	
PREPARED BY: Ryan Morrison, Engineering Aide	AGENDA NUMBER:	
ATTACHMENTS: <ul style="list-style-type: none"> • Location Map and Pictures • Bid Opening Checklist 	APPROVED BY: <i>[Signature]</i>	
	MAYOR	CAO
BUDGET CODE: 40220594.563000 - W0014 – Budgeted Amount: \$100,000	AMOUNT: \$X	

On October 30th, bids were opened for the SR 9 Reservoir Demolition project. X bids were received as shown on the attached bid tabulation. The low bidder is TBD. References have been checked and found to be satisfactory. The Engineer's estimate was \$50,000.

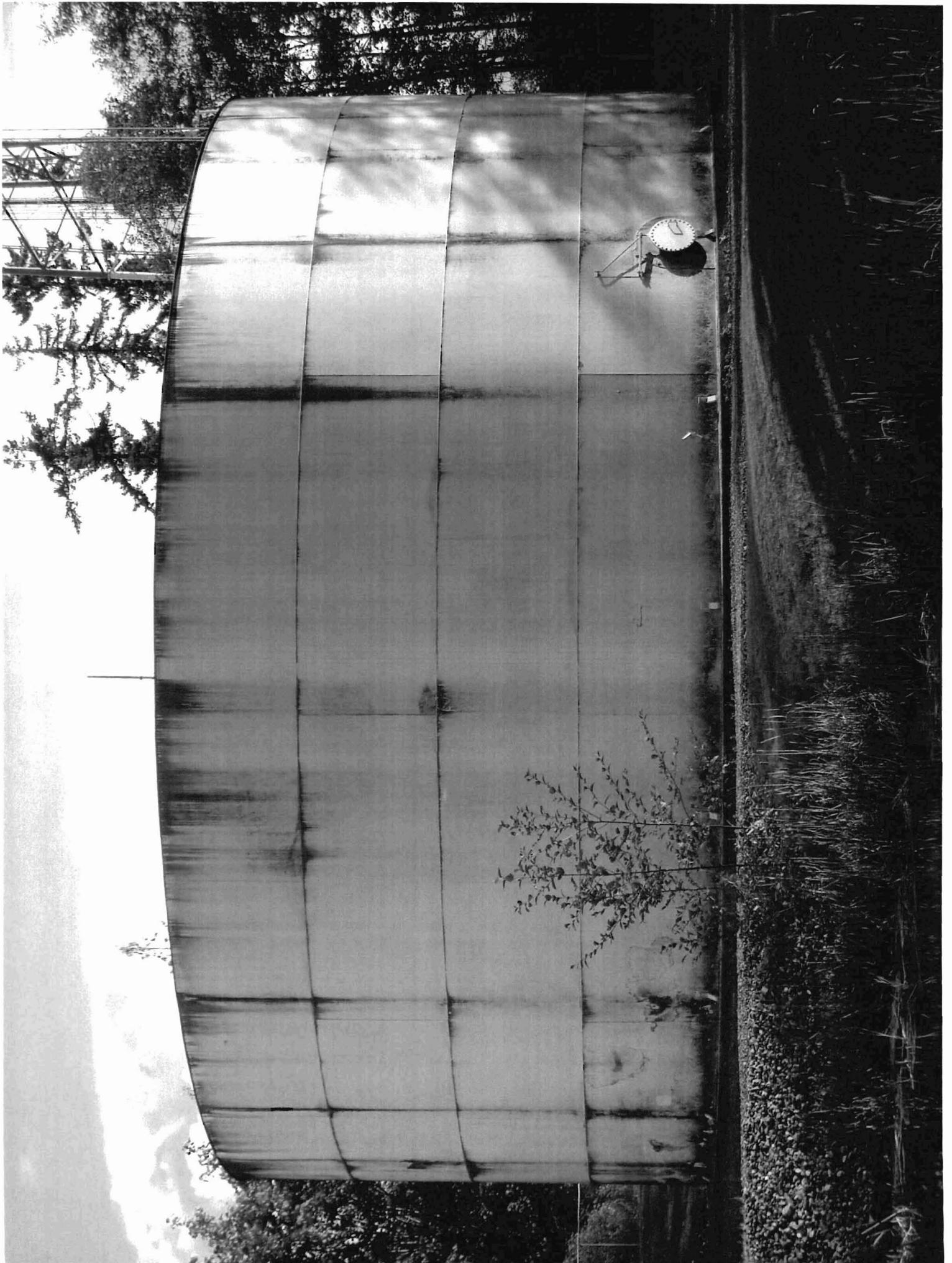
Staff recommends that the project contract be awarded to _____.

Contract Bid (Includes Sales Tax):	\$X
Management Reserve:	\$X
Total:	\$X

RECOMMENDED ACTION:

Public Works Staff recommends the City Council authorize the Mayor to award the bid for the SR 9 Reservoir Demolition project to TBD in the amount of \$X including Washington State Sales Tax and approve a management reserve of \$X for a total allocation of \$X.

COUNCIL ACTION:



Item 9 - 2

NOTICE OF HEARING

BEFORE THE MARYSVILLE CITY COUNCIL

NOTICE IS HEREBY GIVEN that the City of Marysville preliminary budget for the calendar year 2009 has been filed with the City Clerk and copies may be obtained on or after November 1, 2008 at the City Clerk's Office, 1049 State Avenue, Marysville, Washington 98270.

The Marysville City Council will hold a public hearing on the 2009 proposed budget at 7:00 p.m., Monday, November 10, 2008 in the Council Chambers of the Marysville City Hall located at 1049 State Avenue, Marysville, Washington at which time and place citizens will have the right to provide written and oral comments and suggestions respecting the 2009 budget as proposed. The public hearing will address revenue sources, including the property tax levy, and expenditures.

THE CITY OF MARYSVILLE

TRACY JEFFRIES, CITY CLERK

Dated: October 24, 2008

Published: Marysville Globe October 29, 2008 & November 5, 2008

**THIS NOTICE IS NOT TO BE REMOVED, MUTILATED OR
CONCEALED IN ANY WAY BEFORE DATE OF HEARING.**

**CITY OF MARYSVILLE
EXECUTIVE SUMMARY FOR ACTION**

CITY COUNCIL MEETING DATE: November 10, 2008

AGENDA ITEM: Terminate Facility HVAC Maintenance Services Contract with W.A. Botting	AGENDA SECTION:	
PREPARED BY: Mike Shepard , Fleet & Facilities Manager	AGENDA NUMBER:	
ATTACHMENTS: Facility HVAC Maintenance Services Contract Letter of correspondence with W.A. Botting	APPROVED BY: 	
	MAYOR	CAO
BUDGET CODE: N/A	AMOUNT N/A	

Marysville City Council awarded a bid to W.A. Botting Company on November 13, 2007 for Facility HVAC Services and the Contract was signed and executed on December 31, 2007.

On July 28, 2008 the City Fleet and Facilities Manager issued a letter to W.A. Botting Company outlining specific areas where they were not in compliance with the terms and conditions of the Contract. To date W.A. Botting Company has not formally responded to the letter or addressed the deficiencies through their actions.

On September 29, 2008 the City Fleet and Facilities Manager issued a last and final notice to comply with contract terms letter to W.A. Botting Company. The letter gave W.A. Botting Company seven days to comply with the terms. W.A. Botting Company did not formally respond to this letter within the seven days.

W.A. Botting Company has been a nonresponsive Contractor and the City Fleet and Facilities Manager recommends terminating the Contract with W.A. Botting Company effective November 11, 2008. Fleet and Facilities will re-bid this Contract immediately thereafter.

RECOMMENDED ACTION: Staff recommends that Marysville City Council authorize the Mayor to terminate the Facility HVAC Maintenance Services Contract with the W.A. Botting Company located at 20300 Woodinville-Snohomish Rd NE, Woodinville WA 98072.
COUNCIL ACTION:



PUBLIC WORKS
Kevin Nielsen, *Director*

80 Columbia Avenue
Marysville, Washington 98270
Phone (360) 363-8100
Fax (360) 363-8284
ci.marysville.wa.us

September 29, 2008

Pete Botting
President/CEO, W.A. Botting Company
20300 Woodinville Snohomish Rd NE
Woodinville, WA 98072

Subject: Last and Final Notice to Comply With Contract Terms

RE: City of Marysville, Washington Contract between City of Marysville and W.A. Botting Company for Facility HVAC Maintenance Services, signed and executed on December 31, 2007. Letter dated July 28, 2008 outlining W.A. Botting's failure to comply with Contract terms.

The City of Marysville hereby notifies you that W.A. Botting has continued to disregard the terms and conditions of the referenced Contract. W.A. Botting has also neglected to formally respond to our letter dated July 28, 2008 or address the deficiencies through their actions.

W.A. Botting must comply with the terms of the referenced Contract by October 6, 2008 or the City of Marysville will begin the process of terminating the Contract immediately thereafter.

Regards,

A handwritten signature in black ink, appearing to read "Mike Shepard", is written over a light blue horizontal line.

Mike Shepard
Fleet & Facilities Manager
80 Columbia AVE
Marysville, WA 98270
360-363-8106



PUBLIC WORKS

Kevin Nielsen, *Director*

80 Columbia Avenue
Marysville, Washington 98270
Phone (360) 363-8100
Fax (360) 363-8284
ci.marysville.wa.us

August 5, 2008

Pete Botting
President/CEO, W.A. Botting Company
20300 Woodinville Snohomish Rd NE
Woodinville, WA 98072

RE: City of Marysville letter sent to Pete Botting, dated July 28, 2008,
subject HVAC service contract compliance.

The City of Marysville mailed a letter to you via Certified Mail on July 29, 2008. This letter was not picked up from the post office and it was returned to the City of Marysville. The City received the letter back on August 4, 2008. I am hand delivering the referenced letter to your Woodinville office on this day, August 5, 2008.

Please read the letter and respond back to me as soon as you can.

Regards,

A handwritten signature in black ink, appearing to read "Mike Shepard".

Mike Shepard
Fleet & Facilities Manager
80 Columbia AVE
Marysville, WA 98270
360-363-8106



PUBLIC WORKS
Kevin Nielsen, *Director*

80 Columbia Avenue
Marysville, Washington 98270
Phone (360) 363-8100
Fax (360) 363-8284
ci.marysville.wa.us

July 28, 2008

Pete Botting
President/CEO, W.A. Botting Company
20300 Woodinville Snohomish Rd NE
Woodinville, WA 98072

RE: City of Marysville, Washington Contract between City of Marysville and W.A. Botting Company for Facility HVAC Maintenance Services, signed and executed on December 31, 2007

The City of Marysville hereby notifies you that W.A. Botting has failed to comply with terms and conditions of the referenced Contract. Listed below are the areas of non-compliance:

1. Section B. Information for Bidders – 11. Summary of Work

1. This section states that, “The Contractor shall provide all maintenance and monitoring services to keep the temperature control systems (including drive units, hardware/software, PC hardware/software systems, and modems), heating cooling and ventilation systems, and refrigeration compressors in optimum operating condition in accordance with manufacturer specifications and building temperature control requirements.”

3. This section states that, “If a problem is declared an emergency by an Owner’s representative, the Contractor must respond within two (2) hours from notification seven (7) days a week, twenty-four (24) hours a day. If not an emergency, the Contractor shall respond within four (4) hours from notification or the beginning of the next business workday, whichever is less.”

In reference to the above Contract language the following is a list of documented non-compliance issues:

On 6/24/08 10:00 am W.A. Botting was called to respond to a noisy restroom/locker room fan. We were told that someone would be out to fix it. No one responded and we received no call back from your office.

On 7/16/08 at around 8:00 am W.A Botting was called to respond to no heat or air in the Police Chief's office and Patrol area. We were told that someone would be out to fix it. At around 10:00 am W.A. Botting was called again asking when someone would be able to respond and we were told that someone would contact us. At around 12:00 noon W.A. Botting was contacted again and we were told that there were no technicians available to respond and we were told to find another contractor to take care of the problem.

On 7/17/08 at around 8:00 am W.A. Botting was called and your dispatch office transferred the call to Scott Botting and no one answered the phone. We left a message on Scott's answering machine to call us right away and that we have an A/C unit down in our I.T. room. At around 11:20 am we called the dispatcher again and stated that this was an emergency and they said Scott was out sick and they would leave him a message about our call and to call us as soon as possible. We never received a call back from Scott.

On 7/21/08 before noon W.A. Botting was called to respond to two compressors out on heat pumps 3&6 at our Public Safety Building. Scott Botting stated that someone would call us within the hour. Our City representative talked to Scott about the lack of service and his contractual obligations to respond to our calls. Scott said he was doing everything he could, but he was short handed and he had other customers and jobs that were more important. With that said the phone conversation ended. We never received a call back from Scott and no one responded from W.A. Botting.

2. Section C. Technical Specifications and Contract Drawings – 2. Preventative Maintenance Plan. This section states:

“The Contactor shall prepare and submit a Preventative Maintenance Plan within thirty (30) calendar days following award of a contract. The Owner shall review and return with comment as appropriate within seven (7) days after receipt. If required, the Contractor shall resubmit the plan within seven (7) days for final approval. The plan shall be updated as required by changes in the contract and/or work, with a narrative report as required supplementing plan changes and updates.

The Preventative Maintenance Plan schedule shall include a separate horizontal time scaled bar chart for each site and related contract management activities. The schedule shall show the interrelationship and dependency of activities. The scale and space on the chart(s) shall allow for notations and future revisions. Sheet size shall be 11” X 17”. Microsoft Project 2003 software will be used as the schedule format.”

In reference to the above Contract language, the City of Marysville has not received the Preventive Maintenance Plan and schedule. W.A. Botting was asked numerous times since Contract award both verbally over the phone and by E-mail to provide the plan and schedule.

3. Section C. Technical Specifications and Contract Drawings – 3. Reporting. This section states:

“The Contractor shall submit monthly reports for all routine service and maintenance work performed for each building in the preceding period. Non-routine maintenance and service is performed shall be reported at the end of the month for each month for each incident incurred during the period. Reports shall be in accordance with the formats indicated in Exhibits 1 and 2 of these specifications.

- A. The Contractor shall provide a written report to the owner at the completion of each routine service cycle. Both routine and non-routine maintenance activity shall be reported.
- B. Contractor shall provide a written report outlining system performance. Report shall include data verifying average system response time and appropriate breakdowns of call distribution. Initial report shall be submitted no later than 90 days after initiation of Contract and every one-year thereafter.”

In reference to the above Contract language, the City has not been given a report for June 2008 and for the second quarter maintenance and service cycle by W.A. Botting. Prior to June 2008 your technician, Todd, who was assigned to take care of the City of Marysville, diligently provided monthly reports from the date the Contract was awarded.

To date the City of Marysville has not received the written report outlined above in 3-B.

4. Section E. General and Special Conditions – 8. Special Conditions. This section states:

- “A. The Contractor shall post a preventative maintenance schedule and a work log in each space associated with the equipment being maintained. The log shall include all entries for routine maintenance and repairs, including supervisory surveys. Entries shall include date work is completed, mechanic’s or supervisor’s name, brief description of work completed, and the appropriate time required for the work.”

In reference to the above Contract language, a preventative maintenance schedule and log has not been posted at any equipment location in the City.

In reference to item 1 in this letter, the City of Marysville hereby requires W.A. Botting to provide immediate compliance to the Contract terms. In reference to items 2 through 4 in this letter, the City of Marysville hereby requires W.A. Botting to comply with the Contract terms by August 29, 2008. If these terms and conditions have not been met as set forth in this letter, then the City of Marysville will have no choice but to proceed with its contractual rights and remedies.

Regards,



Mike Shepard
Fleet & Facilities Manager
80 Columbia AVE
Marysville, WA 98270
360-363-8106

 **City of Marysville**
Bid No. F012007
FACILITY HVAC MAINTENANCE SERVICES
Bids Due: October 25, 2007

GENERAL

Notice is hereby given that sealed bids will be received by Marysville City Clerk, at City Hall located at 1049 State Avenue, Marysville, WA 98270, for FACILITY HVAC MAINTENANCE SERVICES.

All bids must be submitted no later than 10:00 a.m., October 25, 2007 and must be clearly marked with the bid name and due date.

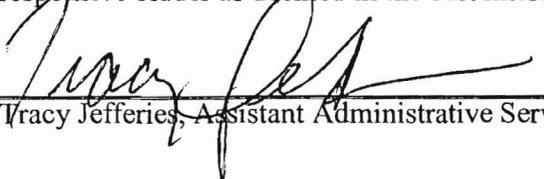
All bidders must certify that they are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or nonprocurement programs.

Pricing and delivery shall be F.O.B. various locations mostly within the City of Marysville.

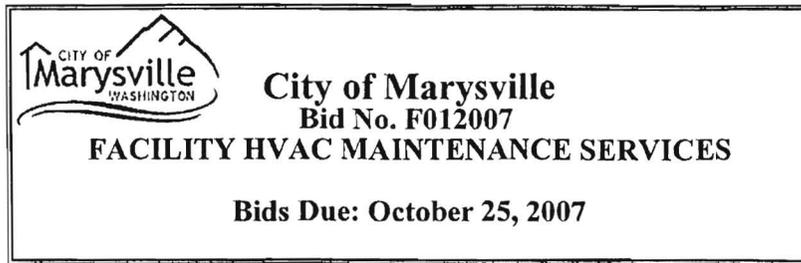
Bidding procedures and technical questions regarding this bid may be directed to Mike Shepard, Fleet and Facilities at (360) 363-8106.

The original bid and two complete copies of the bid submittal page(s) must be submitted to the City Clerk, at Marysville City Hall 1049 State Avenue, no later than 10:00 a.m., Thursday October 25, 2007 and must be clearly marked "**Bid Number F012007, FACILITY HVAC MAINTENANCE SERVICES, due October 25, 2007**". Fax responses are not acceptable. At the appointed time, all bids will be opened and read aloud in the presence of the bidders or their representatives at an administrative opening in the City Hall building at 1049 State Avenue, Marysville Washington.

Only firm bids will be accepted and the City reserves the right to reject any or all bids or waive any irregularities and informalities in the bids submitted and accepted by the City. No bidder may withdraw his bid after the hour set for the opening thereof unless the award is delayed for a period exceeding 60 days. The City further reserves the right to make bid awards to the lowest and most responsive bidder as deemed in the best interests of the City.


Tracy Jefferies, Assistant Administrative Services Director

Notice to City Clerk
Small Works Roster Solicitation under \$200,000
No Legal Requirement to Advertise



A. INVITATION TO BID

Notice is hereby given that sealed bids will be received by City Hall, 1049 State Avenue, Marysville WA, 98270, for FACILITY HVAC MAINTENANCE SERVICES.

All bids must be submitted no later than 10:00 a.m., October 25, 2007 and must be clearly marked with the bid name and due date.

All bidders must certify that they are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or nonprocurement programs.

Pricing and delivery shall be F.O.B.:

CD Construction Bldg.	80 Columbia Avenue	Marysville, WA
City Hall	1049 State Avenue	Marysville, WA
Comfort Park	514 Delta Avenue	Marysville, WA
Library	6120 Grove Street	Marysville, WA
Municipal Court Bldg.	1015 State Avenue	Marysville, WA
Municipal Golf Course Maint. Bldg.	6180 84 th Street	Marysville, WA
Municipal Golf Course Pro Shop	6180 84 th Street	Marysville, WA
Municipal Golf Course Restaurant	6180 84th Street	Marysville, WA
Parks Administration Office	6915 Armar Road	Marysville, WA
Parks Barn	6915 Armar Road	Marysville, WA
Parks Maintenance Building	6915 Armar Road	Marysville, WA
Police Evidence Building	1635 Grove Street	Marysville, WA
Public Safety Building	1049 State Avenue	Marysville, WA
Public Works Administration Bldg.	80 Columbia Avenue	Marysville, WA
Public Works Maintenance Bldg.	80 Columbia Avenue	Marysville, WA
Senior Center Building	514 Delta Avenue	Marysville, WA
Solid Waste Maintenance Bldg.	80 Columbia Avenue	Marysville, WA
Water Filtration Plant	17906 43 rd Avenue	Arlington, WA
Waste Water Treatment Plant		
Effluent Pump Station Control Rm.	80 Columbia Avenue	Marysville, WA
Waste Water Treatment Plant		
Effluent Pump Station Bldg.	80 Columbia Avenue	Marysville, WA
Waste Water Treatment Plant		
Lab Building	80 Columbia Avenue	Marysville, WA
Waste Water Treatment Plant		
Maintenance Bldg.	80 Columbia Avenue	Marysville, WA
Waste Water Treatment Plant		
Sand Filter Structure	80 Columbia Avenue	Marysville, WA

Bidding procedures and technical questions regarding this bid may be directed to:

Mike Shepard, Fleet and Facilities Manager at
360-363-8106

The original bid and two complete copies of the bid submittal page(s) must be submitted to the City Hall located at 1049 State Avenue, Marysville, WA 98270, no later than 10:00 a.m., Thursday October 25, 2007 and must be clearly marked "**Bid Number F012007, FACILITY HVAC MAINTENANCE SERVICES, due October 25, 2007**". Fax responses are not acceptable. At the appointed time, all bids will be opened and read aloud in the presence of the bidders or their representatives at an administrative opening in the City Hall building located at 1049 State Avenue, Marysville, Washington.

Only firm bids will be accepted and the City reserves the right to reject any or all bids or waive any irregularities and informalities in the bids submitted and accepted by the City. No bidder may withdraw his bid after the hour set for the opening thereof unless the award is delayed for a period exceeding 60 days. The City further reserves the right to make bid awards to the lowest and most responsive bidder as deemed in the best interests of the City.

SITE INSPECTION

Bidders are required to make a physical inspection of property. A prebid tour will be conducted beginning at the Facilities Office at 80 Columbia Ave, Marysville WA. On October 3, 2007 starting at 8:30 a.m. Call 360-363-8106 if you need driving directions. **Only one prebid tour will be held.**

B. INFORMATION FOR BIDDERS

Bidders shall inspect the specified work sites and review the scheduled list of equipment, and the related maintenance specifications to satisfy themselves as to the location of the equipment, its physical condition, and surrounding conditions. If the bidder finds facts or conditions which appear to be in conflict or omitted from the bidding material and information shall notify the Owner in writing as to the apparent deficiencies.

The submission of a bid by the bidder shall constitute acknowledgement that in submitting his bid that the bidding material has been thoroughly reviewed, all sites have been inspected, conditions normally encountered and recognized as inherent in the requested work are understood, and all data and information requisite to the fulfillment of the work has been made available.

The information provided by the Owner is not intended to be a substitute for the independent verification by the bidder as to the site conditions. Bidder acknowledges that there has been no reliance on Owner furnished information regarding site conditions in preparing and submitting his bid.

The successful bidder shall be expected to execute a contract to conduct the work in accordance with the terms and conditions of the Agreement, contained herein.

The successful bidder will be required to execute the retainage and performance and payment bonds and contract in the form as attached as exhibits A, B, and C.

additional costs or deductions shall be based on the same price structure as equipment and buildings that are specifically included here.

6. Offer

The successful bidder agrees that the bid constitutes an offer to the Owner which shall be binding for 60 days from the date of the bid opening. If the bid is accepted the successful bidder agrees to sign the required Agreement form and to furnish a performance bond and evidences of insurance required herein within ten (10) days of the receipt from the Owner of the Agreement forms.

7. License/Qualification

The successful bidder certifies that at the time of submitting this bid and throughout the period of the contract, it will remain licensed by the State of Washington to perform the required work. The successful bidder further certifies that it is skilled and regularly engaged in the general class and type of work required by the bidding documents and has the capability to successfully manage the work. The successful bidder further agrees to provide upon the request of the Owner all information related to its qualifications and those of its key personnel and proposed subcontractors, if any.

8. Subcontractors

Attached hereto is the list of Subcontractors the successful bidder proposes to use. The Owner shall have the right to approve or disapprove the subcontractors used in the work. If a change in any subcontractor is required by the Owner, the contract price shall be increased or decreased by the difference in cost resulting from such change.

9. Work Schedule

The successful bidder further agrees that, if the bid is accepted and a contract is awarded by the Owner, the work will be planned and executed with diligence such that all work is completed in accordance with all specified schedules.

10. Conflict of Interest

The successful bidder certifies that his proposal is in all respects fair, and is made without collusion on the part of any person, firm or corporation a party to this bid, and that no officer or employee of the City is personally or financially interested, directly or indirectly, in the bid, or in any purposes of, or the sale of, any materials or supplies for the work to which it relates, or any portion of the profits thereof.

11. Summary of Work

The Contractor shall provide all supplies, materials, labor, labor supervision, tools, equipment, including test equipment, subcontracted technical assistance, and lubricants necessary to provide full preventative maintenance, adjustments, replacement and repair services for all HVAC systems, refrigeration compressors and associated hardware and software as described within these bidding documents, and as specifically delineated below:

1. The Contractor shall provide all maintenance and monitoring services to keep the temperature control systems (including drive units, hardware/software, PC hardware/software systems, and

- modems), heating cooling and ventilation systems, and refrigeration compressors in optimum operating condition in accordance with manufacturer specifications and building temperature control requirements.
2. The Contractor shall not be relieved of all responsibility for properly estimating the cost of performing the services required to meet the requirements of these specifications because of failure to investigate the conditions or become familiar and acquainted with all of the HVAC equipment, refrigeration compressors, and associated hardware and software information concerning the maintenance and service to be performed.
 3. If a problem is declared an emergency by an Owner's representative, the Contractor must respond within two (2) hours from notification seven (7) days a week, twenty-four (24) hours a day. If not an emergency, the Contractor shall respond within four (4) hours from notification or the beginning of the next business workday, whichever is less.
 4. The Contractor shall check filters monthly and replace and/or clean as needed. Filters will be purchased and delivered to the site by the City of Marysville Facilities Department. Filter change interval shall not exceed two (2) months or as delineated by the frequency requirements of each Equipment Maintenance and Service Schedule.
 5. The Contractor shall check V-belts or other consumable flexible drive apparatus monthly and replace as required. Replacement belts and/or other consumable flexible drive apparatus shall be furnished by the Contractor.
 6. The Contractor shall provide a report in writing of any work and/or equipment that is outside the scope of the work and that is in need of repair and/or attention within five (5) business days of observance.
 7. In the event that equipment is added to the Schedule of Equipment by Facility, it shall be maintained in accordance with the respective Equipment Maintenance and Service Schedule. The Contractor shall prepare a cost increase proposal and submit to the Owner for review and approval.
 8. In the event that equipment is deleted from the Schedule of Equipment by Facility, the Contractor shall prepare a cost decrease proposal and submit to the Owner for review and approval.
 9. The Contractor shall provide all equipment necessary to perform required work such as ladders, tools, test equipment, manlifts, and safety equipment. The City of Marysville will not loan equipment to the Contractor.
 10. Contractor shall comply with all regulations outlined in ANSI/ASHREA Standard 62-201 Ventilation for Acceptable Indoor Air Quality.

The general services listed below shall apply to the systems and equipment as specified herein.

1. Routinely examine each piece of equipment and device to see that it is functioning properly and is in good operational condition. If the inspection shows any replacements and/or service is necessary, the Contractor shall notify the Owner and replace or service the equipment.
2. Clean and maintain all equipment and related system components free of dust, dirt, and scale, and rust, oxidation, leaking oils or old lubricants.
3. Paint all equipment as needed to prevent and protect against corrosion and deterioration
4. Lubricate all equipment with manufacturer's specified lubricant where needed and to equipment specifications to permit bearings, gears, and all contact wearing points to operate freely and without undue wear.
5. Maintain the Owner's facility drawings to include equipment and systems delineated in the Schedule of Equipment by Facility by updating the "As Built" conditions that result from any modification, parts replacement or equipment upgrades under this Summary of Work.

Preventative maintenance work shall be provided on a routine basis including start-up and shutdown sequences as indicated in the respective Equipment Maintenance and Service Schedules

The Contractor shall develop and maintain the monthly maintenance log and provide a copy of the recorded services with each billing invoice. A Preventative Maintenance Plan for each piece of equipment to be serviced shall be developed by the Contractor. The Preventative Maintenance Plan shall include a summary of the initial overall condition of equipment, recommendations for correction, and an annual schedule when equipment maintenance and service will be performed by facility. The Preventative Maintenance Plane shall be modified as required to include equipment added and/or deleted from the Owner's future facility and/or equipment inventory.

The following equipment and services shall not be included.

1. Maintenance services, including repair labor and parts replacement for portions of the systems and equipment that are non-maintainable or non-moving and are not required nor included as part of this Summary of Work.
2. Excluded items shall include: foundations, structural supports, domestic water lines, drains, plumbing to a unit or system, oil lines to a unit or system, gas lines to a unit or system, oil storage tanks, boiler shell and tubes, unit cabinets, boiler trim, refractory materials, and other similar items.

Service and Maintenance shall be provided for designated equipment in each facility as indicated on the Schedule of Equipment by Facility pages 7 through 27 in this document. Contractor shall be responsible for correcting and updating all information listed on the equipment schedules and provide this information to the Fleet and Facilities Manager as required to properly maintain the equipment and to keep current and accurate information.

CD Construction, 80 Columbia Avenue, Equipment List

EQUIP NO	QTY	EQUIPMENT TYPE	MANUFACTURER	DESCRIPTION	MODEL No	LOCATION	AIRFLOW CFM	COOLING CAPACITY MBH		HEATING CAPACITY		ELECTRICAL			
								TOTAL	SENS	INPUT	OUTPUT	VOLTS	PHASE	HP	
HP-1	1	SPLIT SYST	LENNOX	W/ ELEC AIR FILTER	CB29M-31										
CU-1	1		LENNOX		HP-29-030-4P										
EF-1	2	CEILING EXH FAN				BATHROOMS									
AC-1	1	THRU WALL AC	KENMORE												

City Hall, 1049 State Avenue, Equipment List

EQUIP NO	QTY	EQUIPMENT TYPE	MANUFACTURER	DESCRIPTION	MODEL No	LOCATION	AIRFLOW CFM	COOLING CAPACITY MBH		HEATING CAPACITY		ELECTRICAL			
								TOTAL	SENS	INPUT	OUTPUT	VOLTS	PHASE	HP	
RTU-1	1	PACKAGED AIR HANDLER	TRANE	GAS / ELECTRIC	YCG 030 A1L	ROOFTOP	990	28	20.2	40,000 BTU	31,000 BTU				1/3
RTU-2	1	PACKAGED AIR HANDLER	TRANE	GAS / ELECTRIC	YCD 048 A3LO	ROOFTOP	1700	50.9	36	90,000 BTU	71,000 BTU				1/2
RTU-3	1	PACKAGED AIR HANDLER	TRANE	GAS / ELECTRIC	YCG 024 A1L	ROOFTOP	800	23	17.5	40,000 BTU	31,000 BTU				1/5
RTU-4	1	PACKAGED AIR HANDLER	TRANE	GAS / ELECTRIC	YCD 036 A3LO	ROOFTOP	1500	39.8	28.1	90,000 BTU	71,000 BTU				.4
RTU-5	1	PACKAGED AIR HANDLER	TRANE	GAS / ELECTRIC	YCD 036 A3LO	ROOFTOP	1225	39.8	28.1	80,000 BTU	63,000 BTU				1/3
RTU-6	1	PACKAGED AIR HANDLER	TRANE	GAS / ELECTRIC	YCD 048 A3LO	ROOFTOP	1375	50.9	36	90,000 BTU	71,000 BTU				1/2
RTU-7	1	PACKAGED AIR HANDLER	TRANE	GAS / ELECTRIC	YCD 048 A3LO	ROOFTOP	1725	50.9	36	90,000 BTU	71,000 BTU				1/2
RTU-8	1	PACKAGED AIR HANDLER	TRANE	GAS / ELECTRIC	YCD 060 A3LO	ROOFTOP	2150	65.2	46.1	90,000 BTU	71,000 BTU				.6
RTU-9	1	PACKAGED AIR HANDLER	TRANE	GAS / ELECTRIC	YCD 060 A3LO	ROOFTOP	2150	65.2	46.1	90,000 BTU	71,000 BTU				.6
AC-1	1	AIR CONDITIONER	HIROSS	CEILING MOUNTED ROOM AC	HILANDER II	COMPUTER RM									
AC-2	1	DUCTLESS AC UNIT	MITSUBISHI	DUCTLESS AC UNIT	MR SLIM	DATA ROOM									
CU-2	1	CONDENSING UNIT	MITSUBISHI	CONDENSING UNIT	PUG 30 AYB	OUTDOORS									
UH-1	1	UNIT HEATER	REZNOR	GAS	F 25	INDOOR				25,000 BTU					
BBH-1	1	BASEBOARD HEATER	CHROMALOX	ELECTRIC / 30"	QMKC	INDOOR					282 W				
CUH-1	1	CABINET UNIT HEATER	QMARK	ELECTRIC W/ INTEGRAL T-STAT	CUB-RFF-1211-W	ENTRANCE					2 KW				
EF-1	3	EXHAUST FAN / INLINE	PENN ZEPHYR	1050 RPM / 130 MAX WATTS IN	Z10 TDA	INDOOR	300								
EF-2	1	EXHAUST FAN	PENN DOMEX	1140 RPM / CENTRIFUGAL	AT24	ROOFTOP	950								1/8

Comfort Park, 514 Delta Ave, Equipment List

EQUIP NO	QTY	EQUIPMENT TYPE	MANUFACTURER	DESCRIPTION	MODEL No	LOCATION	AIRFLOW CFM	COOLING CAPACITY MBH		HEATING CAPACITY		ELECTRICAL			
								TOTAL	SENS	INPUT	OUTPUT	VOLTS	PHASE	HP	
EF-1	1	EXH FAN		CENTRAL		MECH ROOM									
F-1	1	FURNACE	WESCO			MECH ROOM									

Library 6120 Grove St., Equipment List

EQUIP NO	QTY	EQUIPMENT TYPE	MANUFACTURER	DESCRIPTION	MODEL No	LOCATION	AIRFLOW CFM	COOLING CAPACITY MBH		HEATING CAPACITY		ELECTRICAL			
								TOTAL	SENS	INPUT	OUTPUT	VOLTS	PHASE	HP	
AHU-1	1	AIR HANDLING UNIT	CARRIER	SPLIT SYSTEM	40RR012-6	MECH. RMS.	3795	113.6							
HP-1	1	HEAT PUMP	CARRIER	SPLIT SYSTEM	38AQS012-6	SLAB					63.6 MBH				
AHU-2	1	AIR HANDLING UNIT	CARRIER	SPLIT SYSTEM	40RR024-6	MECH. RMS.	510	166.5							
HP-2	1	HEAT PUMP	CARRIER	SPLIT SYSTEM	38AQS016-6	SLAB					94.2 MBH				
AHU-3	1	AIR HANDLING UNIT	CARRIER	SPLIT SYSTEM	40RR024-6	MECH. RMS.	7100	193.8							
HP-3	2	HEAT PUMP	CARRIER	SPLIT SYSTEM	38AQS012-6	SLAB					119.7 MBH				
AHU-4	1	AIR HANDLING UNIT	CARRIER	SPLIT SYSTEM	40RR012-6	MECH. RMS.	3250	117.3							
HP-4	1	HEAT PUMP	CARRIER	SPLIT SYSTEM	38AQS012-6	SLAB					62.5 MBH				
AHU-5	1	AIR HANDLING UNIT	CARRIER	SPLIT SYSTEM	40RR016-6	MECH. RMS.	5640	175.3							
HP-5	1	HEAT PUMP	CARRIER	SPLIT SYSTEM	38AQS016-6	SLAB					95.3 MBH				
AHU-6	1	AIR HANDLING UNIT	CARRIER	SPLIT SYSTEM	40RR012-6	MECH. RMS.	3985	114.7							
HP-6	1	HEAT PUMP	CARRIER	SPLIT SYSTEM	38AQS012-6	SLAB					64.0 MBH				
RAF	4	IN-LINE FAN	GREENHECK	RETURN FAN	BSQ240-20X	-									
EF-1	4	EXHAUST FAN	-	CEILING EXHAUST FAN	-	-									
EF-2	2	EXHAUST FAN	-	IN-LINE EXHAUST FAN	-	-									
EWC-2	2	DRINKING FOUNTIAN	-	ELECTRIC WATER COOLER	-	-									

Municipal Court Bldg, 1015 State Ave., Equipment List

EQUIP NO	QTY	EQUIPMENT TYPE	MANUFACTURER	DESCRIPTION	MODEL No	LOCATION	AIRFLOW CFM	COOLING CAPACITY MBH		HEATING CAPACITY		ELECTRICAL		
								TOTAL	SENS	INPUT	OUTPUT	VOLTS	PHASE	HP
SF-1		FURNACE	LENNOX		G12Q3E0110	ZONE 1	1405			110,000 BHTU	84,000 BTU	120	1	1/3
CU-1		CONDENSER	LENNOX		HS14-413V	ZONE 1	2800					208	3	1/10
		EVAPORATOR	LENNOX		C14-41-1FF	ZONE 1	1400	27.8						
SF-2		FURNACE	LENNOX		G16Q5-100	ZONE 2	2450			100,000 BTU	80,000 BTU	120	1	3/4
CU-2		CONDENSER	LENNOX		HS14-513V	ZONE 2						208	3	1/6
		EVAPORATOR	LENNOX		C14-65-1FF	ZONE 2	2400	39.6						
SF-3		FURNACE	LENNOX		G14Q4-60	ZONE 3	1517			60,000 BTU	55,000	120	1	1/2
CU-3		CONDENSER	LENNOX		HS14-413V	ZONE 3						208	3	1/10
		EVAPORATOR	LENNOX		C14-41-1FF	ZONE 3	1500	28.1						
SF-4		FURNACE	LENNOX		G16Q4/5X-125	ZONE 5	2235			125,000 BTUH	95,000 BTUH	120	1	3/4
CU-4		CONDENSER	LENNOX		HS14-413V	ZONE 5						208	3	1/16
		EVAPORATOR	LENNOX		C14-41-1FF	ZONE 5	2200	38.3						
SF-5		FURNACE	LENNOX		G16Q4/5X-125	ZONE 5	2235			125,000 BTUH	95,000 BTUH	120	1	3/4
CU-5		CONDENSER	LENNOX		HS14-513V	ZONE 5						208	3	1/16
		EVAPORATOR	LENNOX		C14-65	ZONE 5	2200	38.3						
SF-6		FURNACE	LENNOX		G14Q5X-80	ZONE 6	2070			80,000 BTUH	74,000 BTUH	120	1	3/4
CU-6		CONDENSER	LENNOX		HS14-513V	ZONE 6						208	3	1/6
		EVAPORATOR	LENNOX		C14-65	ZONE 6	2000	38.3						
UH-1		UNIT HEATER	LENNOX		LF3E-110	INSPECTION	1250			110 MBH	86 MBH	120	1	1/15
EF-1		EXHAUST FAN	GREENHECK		G-120-B	RESTROOMS	875					120	1	1/16
EF-2		EXHAUST FAN	GREENHECK		G-85-G	KITCHEN	400					120	1	1/20
EF-3		EXHAUST FAN	GREENHECK	ABANDONED		CONFERENCE ROOM								
MCU-1		MODULAR COOLING UNIT	LEIBERT	EVAPORATOR	DATA MATE	INDOOR	2600	56.5	51.9			208	3	1
		MODULAR COOLING UNIT	LEIBERT	CONDENSER	-	OUTDOOR	5050					208	3	1/3
EWC-1		ELECTRIC WATER COOLER	-	-	-	-	-					-	-	

Municipal Golf Course Maint Bldg, 6810, 84th St., Equipment List

EQUIP NO	QTY	EQUIPMENT TYPE	MANUFACTURER	DESCRIPTION	MODEL No	LOCATION	AIRFLOW CFM	COOLING CAPACITY MBH		HEATING CAPACITY		ELECTRICAL			
								TOTAL	SENS	INPUT	OUTPUT	VOLTS	PHASE	HP	
UH-1	1	GAS UNIT HEATER	LENNOX			HIGH WALL									
UH-2	1	ELEC UNIT HEATER	AMERICAN STANDARD		TEV0256100A0	HIGH WALL									
EF-1	1	PROP EXH FAN		THRU WALL											
EF-2	1	PROP EXH FAN		THRU WALL W/ DAMPER											

Municipal Golf Course Pro Shop, 6810, 84th St., Equipment List

EQUIP NO	QTY	EQUIPMENT TYPE	MANUFACTURER	DESCRIPTION	MODEL No	LOCATION	AIRFLOW CFM	COOLING CAPACITY MBH		HEATING CAPACITY		ELECTRICAL			
								TOTAL	SENS	INPUT	OUTPUT	VOLTS	PHASE	HP	
EF-1	1	CEILING EXH FAN				BATHROOM									
HP-1	1	PCKG' D	TRANE		YSC036A3RMA01---300 A										

Municipal Golf Course Restaurant, 6810, 84th St., Equipment List

EQUIP NO	QTY	EQUIPMENT TYPE	MANUFACTURER	DESCRIPTION	MODEL No	LOCATION	AIRFLOW CFM	COOLING CAPACITY MBH		HEATING CAPACITY		ELECTRICAL			
								TOTAL	SENS	INPUT	OUTPUT	VOLTS	PHASE	HP	
EF-1	2	CEILING EXH FAN				BATHROOMS									
EF-2	1	KITCHEN HOOD EXH FAN	CAPTIVE-AIRE		NCA16FA	ROOFTOP									
EF-3	1	DISH WASHER HOOD EXH FAN	CAPTIVE-AIRE		3624VH1	KITCHEN									
CH-1	1	CHILLER	KAIRAK INC.	A-COOLER/ B-FREEZER	RAE1-2E0										
AHU-1	1		TRANE		YCH120C3MA0C										
AHU-2	1		TRANE		YSC036A3RMA0L---300 A										
VF-1	1	FAN UNIT	CAN-FAB		TR8 104-HPE										
V-1	1	CAPTIVE-AIRE POWERVENTILATOR	REZNOR		A2-G12	ROOFTOP									

Parks Administration Office, 6915, Armar Rd

EQUIP NO	QTY	EQUIPMENT TYPE	MANUFACTURER	DESCRIPTION	MODEL No	LOCATION	AIRFLOW CFM	COOLING CAPACITY MBH		HEATING CAPACITY		ELECTRICAL			
								TOTAL	SENS	INPUT	OUTPUT	VOLTS	PHASE	HP	
AHU-1	1		RHEEM	GAS	RKKA-A048JK10E										
EF-1	1	CEILING EXH FAN				BATHROOM									
EF-2	1	SIDEWALL EXH FAN				BATHROOM									

Parks Barn, 6915, Armar Rd, Equipment List

EQUIP NO	QTY	EQUIPMENT TYPE	MANUFACTURER	DESCRIPTION	MODEL No	LOCATION	AIRFLOW CFM	COOLING CAPACITY MBH		HEATING CAPACITY		ELECTRICAL			
								TOTAL	SENS	INPUT	OUTPUT	VOLTS	PHASE	HP	
UH-1	1	ELECTRIC UNIT HEATER	CADET			HIGH WALL									
EF-1	2	CEILING EXH FAN				BATHROOM									

Parks Maintenance Bldg, 6915, Armar Rd, Equipment List

EQUIP NO	QTY	EQUIPMENT TYPE	MANUFACTURER	DESCRIPTION	MODEL No	LOCATION	AIRFLOW CFM	COOLING CAPACITY MBH		HEATING CAPACITY		ELECTRICAL			
								TOTAL	SENS	INPUT	OUTPUT	VOLTS	PHASE	HP	
AC-1	2	THRU WINDOW A/C	SHARP												
AC-2	1	THRU WINDOW A/C	KENMORE												
UH-1	1	ELEC UNIT HEATER	KING			HIGH WALL									
EF-1	2	CEILING EXH FAN				BATHROOMS									

Police Evidence Bldg, 1635 Grove, Equipment List

EQUIP NO	QTY	EQUIPMENT TYPE	MANUFACTURER	DESCRIPTION	MODEL No	LOCATION	AIRFLOW CFM	COOLING CAPACITY MBH		HEATING CAPACITY		ELECTRICAL			
								TOTAL	SENS	INPUT	OUTPUT	VOLTS	PHASE	HP	
EF-1	2	CEILING EXH FAN		EXH FAN		BATHROOMS									
UH-1	1	ELEC UNIT HEATER	Q MARK			HIGH WALL									

Public Safety Bldg, 1049 State Ave., Equipment List

EQUIP NO	QTY	EQUIPMENT TYPE	MANUFACTURER	DESCRIPTION	MODEL No	LOCATION	AIRFLOW CFM	COOLING CAPACITY MBH		HEATING CAPACITY MBH		ELECTRICAL		
								TOTAL	SENS	INPUT	OUTPUT	VOLTS	PHASE	HP
AC-1		AIR CONDITIONER	CARRIER	HORIZONTAL NATURAL GAS	48DP020	ROOFTOP	6000	229			216	208	3	5
AC-2		AIR CONDITIONER	CARRIER	HORIZONTAL NATURAL GAS	48HH-007	ROOFTOP	2700	79.2			92.4	208	3	1.5
AC-3		AIR CONDITIONER	CARRIER	HORIZONTAL NATURAL GAS	48KLA-118	ROOFTOP	555	17.8			32	208	1	1.2 FLA
AC-4		AIR CONDITIONER	CARRIER	HORIZONTAL NATURAL GAS	48HH-007	ROOFTOP	2400	79.2			92.4	208	3	1.5
OU-1		SPLIT HEAT PUMP	CARRIER	AIR TO AIR OUTDOOR UNIT	38BQ008	OUTDOOR		91			55	208	3	3.6 FLA
OU-2		SPLIT HEAT PUMP	CARRIER	AIR TO AIR OUTDOOR UNIT	38BQ008	OUTDOOR		91			55	208	3	3.6 FLA
OU-3		SPLIT HEAT PUMP	CARRIER	AIR TO AIR OUTDOOR UNIT	38QH042	OUTDOOR		42			28.7	208	3	0.9 FLA
OU-4		SPLIT HEAT PUMP	CARRIER	AIR TO AIR OUTDOOR UNIT	38BQ008	OUTDOOR		91			55	208	3	3.6 FLA
OU-5		SPLIT HEAT PUMP	CARRIER	AIR TO AIR OUTDOOR UNIT	36QH030	OUTDOOR		29.2			18.3	208	3	0.9 FLA
OU-6		SPLIT HEAT PUMP	CARRIER	AIR TO AIR OUTDOOR UNIT	38QH048	OUTDOOR		47			31.3	208	3	1.9 FLA
OU-7		AIR CONDITIONER	CARRIER	CONDENSING UNIT	38YCC030500	ROOFTOP								
C-1		COOLING COIL												

Public Safety Bldg, 1049 State Ave., Equipment List (Cont.)

EQUIP NO	QTY	EQUIPMENT TYPE	MANUFACTURER	DESCRIPTION	MODEL No	LOCATION	AIRFLOW CFM	COOLING CAPACITY MBH		HEATING CAPACITY		ELECTRICAL		
								TOTAL	SENS	INPUT	OUTPUT	VOLTS	PHASE	HP
IU-1		SPLIT HEAT PUMP	CARRIER	HORIZONTAL INDOOR UNIT	40BA009	CEILING MOUNTED	2500				66.8 ELECT	208	1 / 3	1
IU-2		SPLIT HEAT PUMP	CARRIER	HORIZONTAL INDOOR UNIT	40BA009	CEILING MOUNTED	2500				66.8 ELECT	208	1 / 3	1
IU-3		SPLIT HEAT PUMP	CARRIER	HORIZONTAL INDOOR UNIT	40QH048	CEILING MOUNTED	1700				7.5 KW ELECT	208	1 / 3	4.8 FLA
IU-4		SPLIT HEAT PUMP	CARRIER	HORIZONTAL INDOOR UNIT	40BA009	CEILING MOUNTED	2500				66.8 ELECT	208	1 / 3	1
IU-5		SPLIT HEAT PUMP	CARRIER	HORIZONTAL INDOOR UNIT	40AQ030	CEILING MOUNTED	950				5.6 KW ELECT	208	1	3.6 FLA
IU-6		SPLIT HEAT PUMP	CARRIER	HORIZONTAL INDOOR UNIT	40QH048	CEILING MOUNTED	1700				7.5 KW ELECT	208	1 / 3	4.8 FLA
EF-1		EXHAUST FAN	JENN-AIR	CENTRIFUGAL	121NBCR	ROOF MOUNTED	580					115	1	1/6
EF-2		EXHAUST FAN	JENN-AIR	CENTRIFUGAL	123NBCR	ROOF MOUNTED	1240					115	1	1/3
EF-3		HOOD W/ EXHAUST FAN	BROAN	HOOD	42000	WALL MOUNTED	190					115	1	
EF-4		EXHAUST FAN	JENN-AIR	CENTRIFUGAL VERTICAL	400J-VER	CEILING MOUNTED	232					115	1	2.3 FLA
EF-5		EXHAUST FAN	JENN-AIR	CENTRIFUGAL VERTICAL	300J-VER	CEILING MOUNTED	200					115	1	1.3 FLA
EF-6		EXHAUST FAN	JENN-AIR	CENTRIFUGAL VERTICAL	500J-VER	CEILING MOUNTED	360					115	1	3.3 FLA
EF-7		EXHAUST FAN	JENN-AIR	CENTRIFUGAL VERTICAL	500J-VER	CEILING MOUNTED	410					115	1	3.3 FLA
EF-8		EXHAUST FAN	JENN-AIR	CENTRIFUGAL	121NBCR	ROOF MOUNTED	420					115	1	1/6
EF-9		EXHAUST FAN	JENN-AIR	CENTRIFUGAL	122NBCR	ROOF MOUNTED	1000					115	1	1/4
EF-10		EXHAUST FAN	JENN-AIR	CENTRIFUGAL VERTICAL	100J-VER	CEILING MOUNTED	90					115	1	0.7 FLA
EF-11		HOOD W/ EXHAUST FAN	BROAN	HOOD	42000	WALL MOUNTED	190					115	1	
EF-12		EXHAUST FAN	JENN-AIR	CENTRIFUGAL VERTICAL	400J-VER	CEILING MOUNTED	232					115	1	2.3 FLA
EF-13		EXHAUST FAN	JENN-AIR	CENTRIFUGAL HORIZONTAL	100J-HOR	CEILING MOUNTED	109					115	1	0.7 FLA
EF-14		EXHAUST FAN	JENN-AIR	CENTRIFUGAL VERTICAL	300J-VER	CEILING MOUNTED	200					115	1	1.3 FLA
EF-15		EXHAUST FAN	JENN-AIR	CENTRIFUGAL VERTICAL	100J-VER	CEILING MOUNTED	90					115	1	0.7 FLA
EF-16		EXHAUST FAN	JENN-AIR	CENTRIFUGAL VERTICAL	100J-VER	CEILING MOUNTED	90					115	1	0.7 FLA
EF-17		EXHAUST FAN	JENN-AIR	CENTRIFUGAL W/ WALL CAP	400J-VER	CEILING MOUNTED	232					115	1	2.3 FLA
EF-18		EXHAUST FAN	JENN-AIR	CENTRIFUGAL W/ WALL CAP	500J-VER	CEILING MOUNTED	360					115	1	3.3 FLA
EF-19		EXHAUST FAN	JENN-AIR	CENTRIFUGAL VERTICAL	400J-VER	CEILING MOUNTED	232					115	1	2.3 FLA
EF-20		HOOD W/ EXHAUST FAN	BROAN	HOOD	4200	WALL MOUNTED	190					115	1	
EF-21		EXHAUST FAN	JENN-AIR	CENTRIFUGAL	141-CW	WALL MOUNTED	2510					115	1	1/2
SF-1		SUPPLY FAN	JENN-AIR	AXIAL	120ARS	ROOF MOUNTED	700					115	1	1/4
UH-1		UNIT HEATER	REZNOR	NATURAL GAS	XL-105	INDOOR	1195			105	81.9	115	1	1/20

Public Safety Bldg, 1049 State Ave., Equipment List (Cont.)

EQUIP NO	QTY	EQUIPMENT TYPE	MANUFACTURER	DESCRIPTION	MODEL No	LOCATION	AIRFLOW CFM	COOLING CAPACITY MBH		HEATING CAPACITY		ELECTRICAL		
								TOTAL	SENS	INPUT	OUTPUT	VOLTS	PHASE	HP
UH-2		UNIT HEATER	REZNOR	NATURAL GAS	XL-105	INDOOR	1195			105	81.9	115	1	1/20
UH-3		UNIT HEATER	REZNOR	NATURAL GAS	XL-105	INDOOR	1195			105	81.9	115	1	1/20
UH-4		UNIT HEATER	REZNOR	NATURAL GAS	XL-105	INDOOR	1195			105	81.9	115	1	1/20
AC-1		AIR CONDITIONER	mitsubishi	DUCTLESS SPLIT SYSTEM	MR SLIM	POLICE DATA ROOM								
CU-1		CONDENSING UNIT	AIR CONDITIONER	mitsubishi	MR SLIM	ROOFTOP								
AC-2		AIR CONDITIONER	mitsubishi	DUCTLESS SPLIT SYSTEM	MR SLIM	FIRE DEPT.								
CU-2		AIR CONDITIONER	mitsubishi	DUCTLESS SPLIT SYSTEM	MR SLIM	OUTDOORS								
EWC-1		DRINKING FOUNTIAN	-	ELECTRIC WATER COOLER	-	HALLWAY								
EWC-2		DRINKING FOUNTIAN	-	ELECTRIC WATER COOLER	-	HALLWAY								

Public Works Admin, 80 Columbia Ave., Equipment List

EQUIP NO	QTY	EQUIPMENT TYPE	MANUFACTURER	DESCRIPTION	MODEL No	LOCATION	AIRFLOW CFM	COOLING CAPACITY MBH		HEATING CAPACITY		ELECTRICAL		
								TOTAL	SENS	INPUT	OUTPUT	VOLTS	PHASE	HP
PTHP-1		PACKAGED TERMINAL HEAT PUMP	TRANE	CFM	PTHC-07	KW						208	1	
PTHP-2		PACKAGED TERMINAL HEAT PUMP	TRANE		PTHC-07							208	1	
PTHP-3		PACKAGED TERMINAL HEAT PUMP	TRANE		PTHC-12							208	1	
PTHP-4		PACKAGED TERMINAL HEAT PUMP	TRANE		PTHC-15							208	1	
PTHP-5		PACKAGED TERMINAL HEAT PUMP	TRANE		PTHC-15							208	1	
PTHP-6		PACKAGED TERMINAL HEAT PUMP	TRANE		PTHC-51							208	1	
PTHP-7		PACKAGED TERMINAL HEAT PUMP	TRANE		PTHC-15							208	1	
PTHP-8		PACKAGED TERMINAL HEAT PUMP	TRANE		PTHC-21							208	1	
PTHP-9		PACKAGED TERMINAL HEAT PUMP	TRANE		PTHC-15							208	1	
PTHP-10		PACKAGED TERMINAL HEAT PUMP	TRANE		PTHC-12							208	1	
PTHP-11		PACKAGED TERMINAL HEAT PUMP	TRANE		PTHC-15							208	1	
PTHP-12		PACKAGED TERMINAL HEAT PUMP	TRANE		PTHC-12							208	1	
PTHP-13		PACKAGED TERMINAL HEAT PUMP	TRANE		PTHC-12							208	1	
PTHP-14		PACKAGED TERMINAL HEAT PUMP	TRANE		PTHC-07							208	1	
CU-1		CONDENSING UNIT	TRANE		TTR036C100A			36.5	24.0			208	1	1/4

Public Works Admin, 80 Columbia Ave., Equipment List (Cont.)

EQUIP NO	QTY	EQUIPMENT TYPE	MANUFACTURER	DESCRIPTION CFM	MODEL No	LOCATION KW	AIRFLOW CFM	COOLING CAPACITY MBH		HEATING CAPACITY		ELECTRICAL		
								TOTAL	SENS	INPUT	OUTPUT	VOLTS	PHASE	HP
CU-2		CONDENSING UNIT	TRANE		TTRO18D100A			18.7	13.4			208	1	1/8
CU-3		CONDENSING UNIT	TRANE		TTRO30C100A			31.2	21.9			208	1	1/5
CU-4		CONDENSING UNIT	TRANE		TTRO36C100A			35.6	24.0			208	1	1/4
CU-5		CONDENSING UNIT	TRANE		TTRO18D100A			35.6	24.0			208	1	1/4
CU-6		CONDENSING UNIT	TRANE		TTRO30C100A			31.2	21.9			208	1	1/5
CU-7		CONDENSING UNIT	TRANE		TTRO30C100A3			31.2	21.9			208	1	1/5
CU-8		CONDENSING UNIT	TRANE		TTRO36D100A			35.6	24.0			208	1	1/4
F-1		FURNACE	TRANE		XE-80		1160			60	47	115	1	1/3
F-2		FURNACE	TRANE		XE-80		648			40	32	115	1	1/5
F-3		FURNACE	TRANE		XE-80		1053			40	32	115	1	1/3
F-4		FURNACE	TRANE		XE-80		1160			60	47	115	1	1/3
F-5		FURNACE	TRANE		XE-80		1160			60	47	115	1	1/3
F-6		FURNACE	TRANE		XE-80		1160			60	47	115	1	1/3
F-7		FURNACE	TRANE		XE-80		1160			60	47	115	1	1/3
F-8		FURNACE	TRANE		XE-80		1160			60	47	115	1	1/3
HP-1		HEAT PUMP	TRANE		TWE018C		-			-	-	-	-	
F-5		FURNACE	TRANE		TUD080C948		1319			80	64	15	1	1/3
F-6		FURNACE	TRANE		TUD060C936		1160			60	47	115	1	1/3
EF-1		EXHAUST FAN	GREENHECK		SP-210		106					115	1	
EF-2		EXHAUST FAN	GREENHECK		SP-216		121					115	1	
EF-3		EXHAUST FAN	GREENHECK		SP-216		121					115	1	
EF-4		EXHAUST FAN	GREENHECK		SP-216		121					115	1	
EF-5		EXHAUST FAN	GREENHECK		SP-216		121					115	1	
EF-6		EXHAUST FAN	GREENHECK		SP-216		121					115	1	
EF-7		EXHAUST FAN	GREENHECK		SP-216		121					115	1	
EWC-1		ELECTRIC WATER COOLER	HAWS		-		-					-	-	

Public Works Maint, 80 Columbia Ave (94 M-1), Equipment List

EQUIP NO	QTY	EQUIPMENT TYPE	MANUFACTURER	DESCRIPTION CFM	MODEL No	LOCATION KW	AIRFLOW CFM	COOLING CAPACITY MBH		HEATING CAPACITY		ELECTRICAL			
								TOTAL	SENS	INPUT	OUTPUT	VOLTS	PHASE	HP	
RH-1	6	GAS RADIANT HEATER	WONDAIR	APRX 40' LONG		CEILING									
AC-1	7	THRU WALL A/C	WHIRLPOOL			EXT WALLS									
EF-1	1	INLINE EXH. FAN	AIR PERFORMANCE			IN CEILING OVER RR									
EF-2	1	CEILING EXH FAN				LOCKER/SHWR									
EWC-1	1	ELECTRIC WATER COOLER				HALLWAY									
HP-1	1	PKG'D		2 TON		ROOFTOP									

Senior Center, 514 Delta Ave., Equipment List

EQUIP NO	QTY	EQUIPMENT TYPE	MANUFACTURER	DESCRIPTION CFM	MODEL No	LOCATION KW	AIRFLOW CFM	COOLING CAPACITY MBH		HEATING CAPACITY		ELECTRICAL			
								TOTAL	SENS	INPUT	OUTPUT	VOLTS	PHASE	HP	
HP-1	1	PCKG'D	LENNOX		CHP 16-511-1P	ROOFTOP									
HP-2	1	PCKG'D	LENNOX		CHP 20-511-1P	ROOFTOP									
EF-1	2	CEILING EXH FAN				BATHROOMS									
EWC-1	1														

Solid Waste Maint, 80 Columbia Ave., Equipment List

EQUIP NO	QTY	EQUIPMENT TYPE	MANUFACTURER	DESCRIPTION CFM	MODEL No	LOCATION KW	AIRFLOW CFM	COOLING CAPACITY MBH		HEATING CAPACITY		ELECTRICAL			
								TOTAL	SENS	INPUT	OUTPUT	VOLTS	PHASE	HP	
AC-1	1	THRU WALL A/C	LG												
AC-2	2	THRU WALL A/C	FRIEDRICH												
EF-1	2	CEILING EXH FAN				BATHROOM									

Water Filtration Plant, 17906, 43rd Ave NE, Arlington, Equipment List

EQUIP NO	QTY	EQUIPMENT TYPE	MANUFACTURER	DESCRIPTION CFM	MODEL No	LOCATION KW	AIRFLOW CFM	COOLING CAPACITY MBH		HEATING CAPACITY		ELECTRICAL			
								TOTAL	SENS	INPUT	OUTPUT	VOLTS	PHASE	HP	
EF-1	2	AXIAL INLINE EXH FAN	GREENHECK												
EF-2	1	CEILING EXH FAN				BATHROOM									

Water Filtration Plant, 17906, 43rd Ave NE, Arlington, Equipment List (Cont.)

EQUIP NO	QTY	EQUIPMENT TYPE	MANUFACTURER	DESCRIPTION CFM	MODEL No	LOCATION KW	AIRFLOW CFM	COOLING CAPACITY MBH		HEATING CAPACITY		ELECTRICAL			
								TOTAL	SENS	INPUT	OUTPUT	VOLTS	PHASE	HP	
UH-1	5	GAS UNIT HEATER	STERLING												
UH-2	2	ELEC UNIT HEATER	TASKMASTER												
AHU-1	1		TRANE		2TEC3F24A 1000 AA										
OU-1	1	XB13	TRANE		2TWB3024A 1000 AA										

Waste Water Treatment Plant Effluent Pump Station, Control Room, 80 Columbia Ave., Equipment List

EQUIP NO	QTY	EQUIPMENT TYPE	MANUFACTURER	DESCRIPTION CFM	MODEL No	LOCATION KW	AIRFLOW CFM	COOLING CAPACITY MBH		HEATING CAPACITY		ELECTRICAL		
								TOTAL	SENS	INPUT	OUTPUT	VOLTS	PHASE	HP

Waste Water Treatment Plant Effluent Pump Station, 80 Columbia Ave., Equipment List

EQUIP NO	QTY	EQUIPMENT TYPE	MANUFACTURER	DESCRIPTION CFM	MODEL No	LOCATION KW	AIRFLOW CFM	COOLING CAPACITY MBH		HEATING CAPACITY		ELECTRICAL				
								TOTAL	SENS	INPUT	OUTPUT	VOLTS	PHASE	HP		
EF-1	1	EXH FAN				ROOFTOP										
EF-2	1	EXH FAN		THRU WALL		FROM WET WELL										
UH-1	1	ELEC UNIT HEATER														

Waste Water Treatment Plant lab, 80 Columbia Ave., Equipment List

EQUIP NO	QTY	EQUIPMENT TYPE	MANUFACTURER	DESCRIPTION CFM	MODEL No	LOCATION KW	AIRFLOW CFM	COOLING CAPACITY MBH		HEATING CAPACITY		ELECTRICAL				
								TOTAL	SENS	INPUT	OUTPUT	VOLTS	PHASE	HP		
EWC-1	1	ELEC WATER COOLER														
EF-1	1	CNTR EXH FAN				ROOFTOP										
EF-2	1	CEILING EXH FAN				BATHROOM										
FH-1	1	FUME HOOD	HAMILTON		SAFE AIR	LAB										
CU-1	1	(HP-514)	TRANE	X-B10	2TWB0024A											
CU-2	1	(LAB)	TRANE	XE-1000	TWR060C											
CU-3	2	(So OFFICE / BREAK ROOM)	TRANE		TWR018C											
CU-4	1	(HP-515)	TRANE		2TWB0036A											
FCU-1	1		TRANE		TWE060											

Waste Water Treatment Plant Maint , 80 Columbia Ave., Equipment List

EQUIP NO	QTY	EQUIPMENT TYPE	MANUFACTURER	DESCRIPTION CFM	MODEL No	LOCATION KW	AIRFLOW CFM	COOLING CAPACITY MBH		HEATING CAPACITY		ELECTRICAL			
								TOTAL	SENS	INPUT	OUTPUT	VOLTS	PHASE	HP	
EWC-1	1	ELEC WATER COOLER	ELKAY												
EF-1	1	CENTR EXH FAN				ROOFTOP									
EF-2	1	THRU WALL EXH FAN													
EF-3	2	THRU WALL PROP EXH FAN													
HP-1	1		TRANE		TWE036C 140B0										
HP-2	1		TRANE		TWE030C 140B0										
CU-1	1		TRANE		2TWB0036A										
CU-2	1		TRANE		2TWB0030										
UH-1	1	ELEC UNIT HEATER	TASKMASTER												
RH-1	6	ELEC RADIANT HEATER				SVC BAY CEILING									

Waste Water Treatment Plant Sand Filter Structure, 80 Columbia Ave., Equipment List

EQUIP NO	QTY	EQUIPMENT TYPE	MANUFACTURER	DESCRIPTION CFM	MODEL No	LOCATION KW	AIRFLOW CFM	COOLING CAPACITY MBH		HEATING CAPACITY		ELECTRICAL			
								TOTAL	SENS	INPUT	OUTPUT	VOLTS	PHASE	HP	
EF-1	2	EXH FAN	COOK		210 ACE	ROOFTOP									
EF-2	1	CEILING EXH FAN				BATHROOM									
AHU-1	1														

CENTRAL FAN SYSTEMS

Routine Inspection Procedures:

Frequency: Annually

1. Check and clean fan assembly.
2. Lubricate fan bearings per manufacturer's recommendations.
3. Lubricate motor bearings per manufacturer's recommendations.
4. Check belts and sheaves. (Replace and adjust as required.)
5. Tighten all nuts and bolts
6. Check motor mounts and vibration pads. (Replace and adjust as required.)
7. Check motor operating conditions.
8. Inspect electrical connections and contactors.
9. Lubricate and adjust associated dampers and linkage.
10. Check fan operation.
11. Clean outside air intake screen.
12. Check and clean drains and drain pans
13. Inspect filters.
14. Check heating and cooling coils.

EXHAUST FANS

Routine Inspection Procedures:

Frequency: Quarterly

1. Lubricate fan bearings per manufacturer's recommendations.
2. Lubricate motor bearings per manufacturer's recommendations.
3. Check belts and sheaves. (Replace and adjust as required.)
4. Clean outside air intake screen.
5. Inspect filters. (As applicable)
6. Check humidifier. (As applicable)

PUMPS

Routine Inspection Procedures:

Frequency: Annually

1. Lubricate pump bearings per manufacturer's recommendations.
2. Lubricate motor bearings per manufacturer's recommendations.
3. Tighten all nuts and bolts. Check motor mounts and vibration pads. (Replace and adjust as required).
4. Visually check pump alignment and coupling.
5. Check motor operating conditions.
6. Inspect electrical connections and contactors.
7. Check and clean strainers and check hand valves.
8. Inspect mechanical seals or inspect pump packing. Replace and adjust as required.
9. Verify gauges for accuracy.

Frequency: Semi-Annually

1. Lubricate pump bearings per manufacturer's recommendations.
2. Lubricate motor bearings per manufacturer's recommendations.
3. Check suction and discharge pressures.
4. Check packing or mechanical seal.

TEMPERATURE CONTROL/DIGITAL MANAGEMENT SYSTEMS

Routine Inspection Procedures:

Frequency: Annually

1. Functionally test start/stop points.
2. Functionally test status points.
3. Verify and calibrate analog sensors.
4. Verify operation of loop points; tune as needed.

Frequency: Quarterly

1. Clean interior of panels

2. Check all electrically/mechanical connections.
3. Print and clear service alarms.
4. Print status alarms.
5. Print analog log.
6. Check operation of panel modem.
7. Verify holiday schedules with owner.
8. Verify time of day schedules (all start-stops).
9. Perform battery test.
10. Perform database save onto floppy.
11. Submit logs to owner for review.

Pneumatic Systems:

12. Inspect all pneumatic tubing in automation panels for oil or water.
13. Verify pneumatic input devices calibrate PI cards.
14. Verify and calibrate pneumatic output cards.
15. Update and calibrate pneumatic output cards.

Remote Monitoring Via Modem

Frequency: Weekly

1. Monitor all EMCS controlled building systems.
2. Five (5) on demand call ups for checks, changes and adjustments of the system.

REFRIGERANT RECOVERY/RECYCLING

Refrigerant Venting Requirements:

Make every effort to eliminate, or vigorously reduce the emission of CFC, HCFC and HFC refrigerants to the atmosphere resulting from installation, operation, routine maintenance or major service on all air conditioning and refrigerating equipment. Act in a responsible manner to conserve refrigerants for continued use even when acceptable alternatives are available.

Conservation and emission reduction will be accomplished by the following operation, maintenance and service procedures:

1. Recovery equipment will be used whenever refrigerant is removed from air conditioning or refrigerating equipment. Refrigerant will never be released to the atmosphere. Refrigerant that is recovered will be reused. Recycled for reuse, reclaimed or properly destroyed.

2. Only approved recovery equipment and containment vessels will be used. Containment vessels will not be filled beyond 80% capacity. All applicable transportation standards will be complied with when shipping refrigerant containers. All mechanics will be properly trained on recovery equipment operation prior to use.
3. Notify the owner immediately upon discovery of a possible refrigerant leak. When performing a leak check, ultrasonic detection will be used whenever possible to avoid common practice of leaks checking with trace refrigerant and nitrogen.
4. Do not use refrigerants to clean system components or parts. Refrigeration system clean up will be accomplished through the use of filters and driers.
5. Take care to use clean and leak free equipment (such as gauges, hoses, and use of filters, driers, vacuum pumps and recycling equipment) during service work.
6. Employ only the latest air conditioning and refrigeration equipment enhancements, conversion refrigerants and manufacturer's recommendations, which will reduce refrigerant emissions and increase equipment-operating efficiencies.

WALK-IN FREEZER/COOLER

Routine Inspection Procedures:

Frequency: Quarterly

1. Check temperatures, pressures, voltages and amperages, etc.
2. Tighten all starter terminals and check contacts for wear.
3. Check crankcase heater (where applicable).
4. Inspect evaporator and condenser fans.
5. Inspect evaporator and condenser coils
6. Lubricate fan bearings (where applicable).
7. Inspect and adjust belt alignment and tension.
8. Review equipment condition with the customer and provide recommendations for any uncorrected deficiencies.

SPLIT SYSTEM UNITS/HEAT PUMPS

Routine Inspection Procedures:

Frequency: Quarterly

1. Check temperatures, pressures voltages and amperages, etc.
2. Tighten all starter terminals and check contacts for wear.

3. Check crankcase heater (where applicable).
4. Inspect evaporator and condenser coils.
5. Inspect evaporator and condenser fans.
6. Lubricate fan bearings (where applicable).
7. Inspect and adjust belt alignment and tension.
8. Replace filters.
9. Review equipment condition with the customer and provide recommendations for any uncorrected deficiencies.

PACKAGED HVAC SYSTEM WITH GAS HEAT (20 TONS AND UNDER)

Routine Inspection Procedures:

HEATING SECTION

Frequency: Semi-Annually (February & November)

1. Check unit safety and operating controls.
2. Tighten control panel terminals.
3. Check crankcase heater.
4. Replace filters.
5. Check operation of gas train components.
6. Check burner sequence of operation
7. Check combustion blower (where applicable).
8. Lubricate combustion blower motor bearings (where applicable).
9. Visually inspect heat exchanger.
10. Check flue gas passage ways.
11. Visually check pilot flame.
12. Check operation of evaporator fan motor, starter and belts.

COOLING SECTION

Frequency: Semi-Annually (May & August)

1. Check temperatures, pressures, voltages and amperages, etc.
2. Check unit safety and operating controls.
3. Check compressor motor megohm readings.
4. Check evaporator fan motor megohm readings.

PACKAGED HVAC SYSTEM WITH GAS HEAT (20 TONS AND UNDER) Cont.

5. Check main starter, tighten all starter terminals, and check contacts for wear.
6. Tighten control panel terminals.
7. Check crankcase heater.
8. Inspect evaporator and condenser coils.
9. Lubricate fan bearings.
10. Inspect belt alignment and tension.
11. Replace filters.
12. Report to operator any uncorrected deficiencies noted.
13. Inspect drain pan.

PACKAGED HVAC SYSTEM WITH GAS HEAT (OVER 20 TONS)

Routine Inspection Procedures:

Frequency: Quarterly

1. Check unit safety and operating controls.
2. Tighten motor terminals.
3. Check crankcase heater.
4. Check damper operation. Lubricate and adjust as required.
5. Replace filters.
6. Check operation of gas train components.
7. Check burner sequence of operation
8. Lubricate combustion blower motor bearings.
9. Visually inspect heat exchanger and flue gas passageways.
10. Check operation of evaporator fan motor, starter and belts.
11. Check operating log of temperatures, pressures, voltages and amperages, etc.
12. Check compressor motor megohm readings.
13. Check main starter; tighten all starter terminals.
14. Inspect evaporator and condenser coils.
15. Lubricate fan bearings.
16. Inspect and adjust belt alignment and tension (replace if required).
17. Inspect drain pan.

GAS FURNACES

Routine Inspection Procedures:

Frequency: Quarterly

1. Test operating and safety controls.
2. Replace air filters.

Frequency: Annual - fall

1. Lubricate blower.
2. Inspect and lubricate draft fan and verify proper operation.
3. Inspect combustion chamber.
4. Check integrity of heat exchangers.
5. Check igniter or pilot light and safety.
6. Clean draft fan.
7. Inspect burner condition.
8. Inspect combustion air openings for obstructions.
9. Clean combustion chamber and check for possible cracks and /or rusting.

WATER COOLER

Routine Inspection Procedures:

Frequency: Quarterly

1. Clean basin, enclosure and bubbler.
2. Check compressor and evaporator for proper operation.
3. Check and verify water temperature is as specified by manufacturer.

ELECTRIC HEATERS/BASEBOARD

Routine Inspection Procedures:

Frequency: Quarterly

1. Inspect and check contactors.
2. Inspect heating elements.
3. Clean heating elements and test for proper operation.
4. Check fan for proper operation (if applicable).

GAS UNIT HEATERS

Routine Inspection Procedures:

Frequency: Quarterly

1. Test operating and safety controls.
2. Lubricate blower.
3. Inspect and lubricate draft fan and verify proper operation.
4. Inspect combustion chamber.
5. Check integrity of heat exchangers.
6. Check igniter or pilot light and safety.
7. Clean draft fan.
8. Inspect burner condition.
9. Inspect combustion air openings for obstructions.
10. Clean combustion chamber and check for possible cracks and /or rusting.

PACKAGED TERMINAL HEAT PUMP

Routine Inspection Procedures:

Frequency: Quarterly

1. Test operating and safety controls.
2. Clean exposed surfaces of units & replace air filters.
3. Vacuum clean coils and inside of cabinets.

C. TECHNICAL SPECIFICATIONS AND CONTRACT DRAWINGS

1. Project Coordination

The Contractor shall consult with the Owner to determine any particular scheduling or coordination conditions which may arise during the period in which the work is to be conducted. The Contractor shall coordinate the work to minimize disruption to the Owner. The Owner reserves the right to occupy any area concurrent with the work performed by the Contractor. The Contractor shall coordinate project mobilization, parking, material and equipment storage areas, and all related processes required for completing the work.

The Contractor shall coordinate all work required of subcontractors to assure efficient and orderly sequence of required work elements. The Contractor shall verify that the elements of interrelated operating equipment are compatible to insure proper operation of equipment as a system.

2. Preventative Maintenance Plan

The Contractor shall prepare and submit a Preventative Maintenance Plan within thirty (30) calendar days following award of a contract. The Owner shall review and return with comment as appropriate within seven (7) days after receipt. If required, the Contractor shall resubmit the plan within seven (7) days for final approval. The plan shall be updated as required by changes in the contract and/or work, with a narrative report as required to supplement plan changes and updates.

The initial condition of equipment description shall be provided on a separate sheet for each equipment item and organized by facility. The description shall be summarized on a check off format particular to the type of equipment. The check off format shall indicate the age of the equipment, its remaining economic life, current condition, and need for immediate repair, renovation, and/or replacement. Provide supplementary information for each piece of equipment such as digital photographs, manufacturer's data, samples, or other relevant information as may be required to describe the initial equipment condition. For each piece of equipment that in the opinion of the Contractor will require work to operate properly and efficiently that is outside the scope of the Summary of Work, the Contractor shall provide a recommendation for improvement and related budget. Such recommendation(s) in no way shall relieve the Contractor from performing the required equipment maintenance and service as indicated in the Summary of Work unless otherwise agreed to with the Owner.

The Preventative Maintenance Plan schedule shall include a separate horizontal time scaled bar chart for each site and related contract management activities. The schedule shall show the interrelationship and dependency of activities. The scale and space on the chart(s) shall allow for notations and future revisions. Sheet size shall be 11" x 17". Microsoft Project 2003 software will be used as the schedule format.

3. Reporting

The Contractor shall submit monthly reports for all routine service and maintenance work performed for each building in the preceding period. Non-routine maintenance and service that is performed shall be reported at the end of each month for each incident incurred during the period. Reports shall be in accordance with the formats indicated in Exhibits 1 and 2 of these specifications.

- A. The Contractor shall provide a written report to the Owner at the completion of each routine service cycle. Both routine and non-routine maintenance activity shall be reported.
- B. Contractor shall provide a written report outlining system performance. Report shall include data verifying average system response time and appropriate breakdowns of call distribution. Initial report shall be submitted no later than 90 days after initiation of contract and every one-year thereafter.

4. Facilities

Contractor shall confine operations to designated storage and defined work areas. All work areas shall be kept clean and orderly. All safety procedures and codes to insure safety of all site personnel shall be implemented by the Contractor.

Contractor materials and activities shall not block any exit unless otherwise arranged or impair floor to floor fire separation while the building is normally occupied. No flammable liquids or compressed gases shall be used by the Contractor, except as allowed for under Fire Department permit.

The Contractor shall store all equipment and materials neatly, when not in use or until utilized, in areas set aside for storage, and suitably protect from damage. The Contractor shall not store Owner furnished material and equipment for use in conducting the work at offsite storage sites without the Owner's prior approval of the designated storage area and related security provisions.

The Contractor shall provide for public protection as required by law and ordinance suitable barriers, safety guard and warnings in conducting all maintenance and service work. All required warning signs, barricades, and other temporary apparatus necessary for proper completion of the work shall be furnished by the Contractor.

5. Maintenance and Service Procedures

The Contractor shall perform the maintenance and service procedures on the frequency for individual equipment systems as indicated in this document on pages 20 through 27 for individual Equipment Maintenance and Service Schedules.

4. CONTRACTOR TO COMPLY WITH LAWS

In the performance of this contract, the Contractor agrees it will abide by all existing laws, codes, rules and regulations set forth by all appropriate authorities having jurisdiction in the location where the work is being performed.

Contractor shall make periodic tests and maintenance inspections of all equipment as required by current applicable codes and industry accepted maintenance practices for packaged HVAC units, chillers, air handling units, exhaust fans, furnaces, and refrigeration compressors. Written reports of said tests shall be submitted to the Owner and, when designated by the Owner, prior notification shall be given so that a Representative of the Owner may witness said test.

Under this agreement, the Contractor shall not be required to install new attachments or appurtenances, add additional controls, and/or revamp or renovate existing systems with devices to perform tests other than those specified herein even as may be recommended or directed by inspecting entities; insurance companies; and federal, state, or municipal governmental authorities subsequent to the date of this contract, unless compensated for such installation or services.

5. EMPLOYEES OF CONTRACTOR TO BE SATISFACTORY

Contractor agrees all work shall be performed by and under the supervision of skilled, experienced, mechanical and electrical maintenance service and repair persons directly employed and supervised by Contractor. Any and all employees performing work under this contract shall be satisfactory to Owner, and if not, shall be replaced by the Contractor.

6. EXTENT OF THE WORK

Contractor shall be responsible for regular, systematic execution of the work items included in this contract as follows:

Complete Maintenance: Contractor agrees to routinely and systematically examine, clean, lubricate, adjust, and maintain the equipment designated in The Statement of Work, and provide emergency service when requested in accordance with Section 5 of this Section, and as conditions warrant, repair and/or replace existing components in kind that are damaged, fail, or are consumed, with the following exclusions only:

- A. Repairs required because of negligence, accident or misuse of the equipment by anyone other than the Contractor, their employees, subcontractors, servants or agents, or other causes including vandalism, equipment alteration, hurricane, earthquake, theft, sabotage, fire, water damage, accident, acts of God, labor disputes or other related damage beyond the Contractor's control, except for normal use.
- B. A guarantee of room conditions or system performance, unless improper conditions or performance are directly attributable to improper service, repair, or maintenance of the equipment.
- C. Electrical disconnect switches, circuit breakers, fuses unless specifically included as part of the equipment.
- D. Water treatment unless specifically included as part of this specification.
- E. Repairs or replacement of components made necessary as a result of electrical power failure, low voltage conditions, fault currents, low or high water pressures, or freezing weather.

- F. The inspection, maintenance, repair or replacement of non-maintainable components, including castings, heat exchanger shells, tube bundles, valve bodies, coils, structural supports, storage tanks, main electrical service, piping, duct work, boiler shell and tubes, cabinets, boiler refractory material, and other similar items.
- G. The inspection, maintenance, repair or replacement of motor starting equipment and interconnecting power wiring, unless specifically included in this Agreement.
- H. Repairs or service required as a result of problems caused by utility services need for the operation of the equipment in this Agreement.
- I. Repairs or service required as a result of problems caused by the failure, misadjustment, or deficiencies in other equipment not specifically included in this specification.
- J. Structural alterations to the building or premises that affect the operation and/or performance of the equipment under this Agreement.
- K. Responsibility for the design of equipment systems, obsolescence, safety tests, or the removal or reinstallation of valve bodies and dampers.
- L. Equipment that becomes non-repairable due to unavailability of replacement parts, or support by the manufacturer.
- M. Repair or replacement of communication, life safety, fire alarm systems, telephone instruments, alarm signals, smoke detectors, and related systems and devices that may be interconnected with the equipment under this Agreement.

When, as a result of an examination, corrective action is found to be the responsibility of the Contractor, the Contractor shall proceed immediately to make (or cause to be made) replacements, repairs, and corrections. When such work is determined not to be the Contractor's responsibility, a written report signed by the Contractor shall be delivered to the Owner for further action, unless a safety or potential safety problem exists, in which case the Contractor shall immediately correct the problem at the least expense possible to the Owner.

In performing the indicated work, Contractor agrees to provide parts recommended by the equipment manufacturer for replacement or repair, and to use lubricants obtained from and/or recommended by the manufacturer of the equipment. Equivalent parts or lubricants may be used if approved in writing by the Owner.

Parts requiring repair shall be rebuilt to "as new" condition. No parts or equipment covered under this contract may be permanently removed from the jobsite without written approval by the Owner. This does not include renewal parts stocked on the job by Contractor which shall remain its sole property until installed for use on the equipment.

7. PERFORMANCE REQUIREMENTS

Contractor agrees to perform the following minimum maintenance and service requirements for equipment as designated by the individual Equipment Maintenance and Service Schedules as they may apply to systems in each facility. Individual Equipment Maintenance and Services Schedules are included in the Technical Specifications.

8. SPECIAL CONDITIONS

- A. The Contractor shall post a preventive maintenance schedule and a work log in each space associated with the equipment being maintained. The log shall include all entries for routine maintenance and repairs, including supervisory surveys. Entries shall include date work is completed, mechanic's or supervisor's name, brief description of work

completed, and the approximate time required for the work. Owner may inspect and copy the log and maintenance schedule at any time.

- B. Contractor shall maintain Owner's complete set of straight-line wiring diagrams showing "as built" conditions with any changes or modifications to circuits resulting from control modifications, parts replacement or equipment upgrades. The Owner may reproduce these "as built" drawings and retains sole possession of these drawings in event contract is terminated.
- C. State and/or City inspection fees shall be paid by the Owner. Fees for reinspection due to failure to eliminate deficiencies covered by this maintenance agreement will be paid by the Contractor.
- D. Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the Contractor or Owner except as expressly authorized in writing by the other party. No contract shall be made by the Contractor with any other party for furnishing any of the work or services herein contracted for without the written notice of the Owner.
- E. The Contractor shall be required to wear a Company uniform while on City property.

9. PREVAILING WAGE REQUIREMENTS

The contractor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid. The hourly wages to be paid laborers, workers, or mechanics shall be not less than the prevailing rate of wage for an hour's work in the same trade or occupation in Snohomish County.

No payment will be made on this contract until the contractor and each and every subcontractor has submitted a "Statement of Intent to Pay Prevailing Wages" (LI 700-29) that has been approved by the industrial statistician of the Department of Labor and Industries. No final payment or release of any retainage will be made until the contractor and each and every subcontractor has submitted an "Affidavit of Wages Paid" (LI 700-7) that has been certified by the industrial statistician of the Department of Labor and Industries.

The contractor shall post the prevailing rate of wage statement in a location readily visible to workers at the job site, or as allowed by RCW 39.12.020. The "Statement of Intent to Pay Prevailing Wages" shall include:

- (a) The contractor's registration certificate number; and
- (b) The prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020 and the estimated number of workers in each classification.

Statements of intent to pay prevailing wages and affidavits of wages paid shall be on forms approved by the Department of Labor and Industries.

10. WOMEN'S AND MINORITY BUSINESS ENTERPRISE (WMBE) REQUIREMENTS

The Contractor agrees that he shall actively solicit the employment of minority group members. Contractor further agrees that he shall actively solicit bids for the subcontracting of good or services from qualified minority businesses. Contractor shall furnish evidence of his compliance with these requirements of minority employment and solicitation. Contractor further agrees to consider the grant of

subcontracts to said minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. The Contractor shall be required to submit evidence of compliance with this section.

11. CONTRACT BOND OR PERFORMANCE BOND

The successful bidder will be required to make, execute, and deliver a good and sufficient bond equal to the amount of the full annual contract price with a surety company as surety, conditioned that the successful bidder shall faithfully perform all the provisions of this contract and pay all laborers, mechanics, and subcontractors and material men and all persons who supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work. This bond shall be filed with the City Clerk. Optionally, the City of Marysville will accept a full payment and performance bond from an individual surety or sureties. The surety must agree to be bound by the laws of the State of Washington and subject to the jurisdiction of the State of Washington. The Performance Bond shall be on the form provided by the City of Marysville. If the contract is extended, then a new Performance Bond must be executed. The successful bidder will be required to execute the retainage and performance and payment bonds and contract in the form as attached as exhibits A, B, and C.

12. PAYMENT

Contractor shall provide a monthly invoice for routine maintenance and service. Payment less 5% retainage will be made to Contractor within 30 days of receiving a correct and payable invoice. Release of retainage will be made in one lump sum forty five days after the Fleet and Facilities Manager has accepted the contract as complete or upon receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

Contractor may submit a retainage bond in the form provided by the City of Marysville. If a retainage bond is executed, 100% payment of invoices will be made to Contractor within 30 days of receiving a correct and payable invoice.

Contractor may submit invoices for non-routine maintenance as they occur. Full payment of invoices for non-routine maintenance will be made to contractor within 30 days of receiving a correct and payable invoice.

13. INSURANCE

Contractor shall procure and keep in force during the term of this contract Commercial General Liability insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to premises/operations (including off-site operations), blanket contractual liability and broad form property damage. Prior to the Contractor performing any work under this contract, Contractor shall provide the City with a Certificate of Insurance evidencing the insurance required and, by endorsement to Contractor's liability policy(ies), naming the City of Marysville, its officers, employees and agents as Additional Insureds.

The Contractor agrees to repair and replace all property of the City and all property of others damaged by himself, his employees, and subcontractors, and agents.

It is understood that the whole of the work under this contract is to be done at the Contractor's risk and that he has familiarized himself with the conditions of excavation, backfill, materials, climatic conditions, and other contingencies likely to affect the work and has made his bid accordingly and that he is to assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

14. QUALIFICATIONS OF BIDDERS

This Invitation to Bid is being issued in accordance with RCW 35.22.620 which permits the use of a Small Works Roster to solicit bids. Only qualified contractors who have filled out an application to be on the roster and have been accepted may submit bids. Contact the Marysville City Clerks office at 360-363-8075 for instructions on how to get on the Small Works Roster prior to the bid submittal date of October 25, 2007. **If you did not receive this solicitation directly from the City of Marysville, you may not be eligible to bid.** You must respond to this Invitation to Bid to remain active on the City of Marysville's Small Works Roster. Contractors who do not respond will be removed from the appropriate category of the Small Works Roster and will not receive future invitations to bid in this category unless they re-apply. A response in writing of "No Bid" is sufficient response to be retained on the Small Works Roster provided that it is submitted by the deadline and in the same manner as a sealed bid.

Tracy Jefferies
Assistant Administrative Services Director

Inspection Report Form - Routine Maintenance and Service

Contract Name _____	Contract # _____	Account Manager _____
Building Name _____	Effective Date _____	Service Technician(s) _____
Building Address _____	_____	_____
_____	_____	_____
Site Contact _____	Phone Number _____	Report Date _____

Equipment	Model/Serial	Location	Area Served	Service Period				Comments
				1	2	3	4	

Building Comments 	<table style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">Task Labor Hours</th> <th colspan="2" style="text-align: center;">Hours</th> </tr> <tr> <td></td> <th style="text-align: center;">Regular</th> <th style="text-align: center;">Overtime</th> </tr> <tr> <td>Routine Service</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Change Filters</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Clean Coils</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Emergency Service</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> </table>	Task Labor Hours	Hours			Regular	Overtime	Routine Service	_____	_____	Change Filters	_____	_____	Clean Coils	_____	_____	Emergency Service	_____	_____
Task Labor Hours	Hours																		
	Regular	Overtime																	
Routine Service	_____	_____																	
Change Filters	_____	_____																	
Clean Coils	_____	_____																	
Emergency Service	_____	_____																	

Problems (Related to Service Contract) 	<table style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2">For the Contractor</td> </tr> <tr> <td>Submitted By</td> <td>_____</td> </tr> <tr> <td>Approved By</td> <td>_____</td> </tr> <tr> <td colspan="2">For the Owner</td> </tr> <tr> <td>Reviewed By</td> <td>_____</td> </tr> <tr> <td>Accepted By</td> <td>_____</td> </tr> </table>	For the Contractor		Submitted By	_____	Approved By	_____	For the Owner		Reviewed By	_____	Accepted By	_____
For the Contractor													
Submitted By	_____												
Approved By	_____												
For the Owner													
Reviewed By	_____												
Accepted By	_____												

Inspection Report Form - Non-Routine Maintenance and Service

Contract Name _____	Contract # _____	Account Manager _____
Building Name _____	Effective Date _____	Service Technician(s) _____
Building Address _____		_____

		Requested By _____
Site Contact _____	Phone Number _____	Report Date _____

Equipment	Model/Serial	Date	Problem	Resolution	Hours	
					Regular	Overtime

<p>Service Comments</p> 	<p>For the Contractor</p> <p>Submitted By _____</p> <p>Approved By _____</p> <hr/> <p>For the Owner</p> <p>Reviewed By _____</p> <p>Accepted By _____</p>
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 City of Marysville
Bid No. F012007 FACILITY HVAC MAINTENANCE SERVICES BID SUBMITTAL SHEET

Having carefully examined the specifications (and drawings, if applicable) for FACILITY HVAC MAINTENANCE SERVICES prepared by the City of Marysville and having familiarized ourselves with the premises and conditions affecting the work, the successful bidder proposes to perform all work required by the above named documents for the following amount:

Location			Annual Amount
CD Construction Bldg.	80 Columbia Avenue	Marysville, WA	\$ 709
City Hall	1049 State Avenue	Marysville, WA	\$ 1771
Comfort Park	514 Delta Avenue	Marysville, WA	\$ 534
Library	6120 Grove Street	Marysville, WA	\$ 2364
Municipal Court Bldg.	1015 State Avenue	Marysville, WA	\$ 1459
Municipal Golf Course Maint. Bldg.	6180 84th Street	Marysville, WA	\$ 302
Municipal Golf Course Pro Shop	6180 84th Street	Marysville, WA	\$ 302
Municipal Golf Course Restaurant	6180 84th Street	Marysville, WA	\$ 884
Parks Administration Office	6915 Armar Road	Marysville, WA	\$ 480
Parks Barn	6915 Armar Road	Marysville, WA	\$ 480
Parks Maintenance Building	6915 Armar Road	Marysville, WA	\$ 675
Police Evidence Building	1635 Grove Street	Marysville, WA	\$ 425
Public Safety Building	1049 State Avenue	Marysville, WA	\$ 3250
Public Works Administration Bldg.	80 Columbia Avenue	Marysville, WA	\$ 3700
Public Works Maintenance Bldg.	80 Columbia Avenue	Marysville, WA	\$ 1150
Senior Center Building	514 Delta Avenue	Marysville, WA	\$ 600
Solid Waste Maintenance Bldg.	80 Columbia Avenue	Marysville, WA	\$ 400
Water Filtration Plant	17906 43rd Avenue	Arlington, WA	\$ 975
Waste Water Treatment Plant Effluent Pump Station Control Rm.	80 Columbia Avenue	Marysville, WA	\$ 275
Waste Water Treatment Plant Effluent Pump Station Bldg.	80 Columbia Avenue	Marysville, WA	\$ 475
Waste Water Treatment Plant Lab Building	80 Columbia Avenue	Marysville, WA	\$ 975
Waste Water Treatment Plant Maintenance Bldg.	80 Columbia Avenue	Marysville, WA	\$ 975
Waste Water Treatment Plant Sand Filter Structure	80 Columbia Avenue	Marysville, WA	\$ 600
Subtotal			\$ 23750
<u>8.5</u> % Wash. St. Sales Tax			\$ 2018.75
			----- 25,768.75

YOU'RE COMPANY NAME: WA Betting Company

Bid Submittal Sheet, Page 2

Billing Rates for Repair Services (hourly)	Mechanical	Electrical	Apprentice
Regular Time	90	90	70
Overtime Premium (Weekday/Saturday)	130	130	88
Overtime Premium (Sunday/Holiday)	155	155	100

Markup for equipment and components not included in annual contract price: 25 %

Subcontractors

The successful bidder proposes to utilize the following subcontractors if awarded the contract. Bidder may name itself for any or all of the work, including one of more categories of work.

Type/Scope of Work	Name and Address of Subcontractor/Bidder
Controls	Johnson Controls - Bothell
Electrical	PRIME ELECTRIC - Bellevue

I understand the refrigerant recovery/recycling policy and agree to comply with all standards set forth in the policy. I understand that non-compliance with any of these terms could result in immediate termination and that I could be held personally responsible for government agency imposed fines of up to \$10,000.00

SIGNED: [Signature]
 TITLE: Service Manager
 DATE: 10/25/07
 YOU'RE COMPANY NAME: WA Butting Company

Bid Submittal Sheet, Page 3

Earliest start date (write in): Nov 1st, 2007

Completion time from the date of Notice to Proceed (calendar days): 305

It is agreed that the work covered by this Contract shall be completed in all respects within the stated number of calendar days from the date of Notice to Proceed. It is further agreed that the City will suffer damage and be put to additional expense in the event that the Contractor shall not have the work completed in all respects and ready for use prior to the completion date stated. It is hereby agreed that damages for Contractor delay shall be deducted from payment due the CONTRACTOR or deducted from any sums retained for benefit of employees, subcontractors or suppliers (provided the CITY's claim shall be subject to claims filed against the retained percent).

Do you certify that you are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or nonprocurement programs? Yes No

The undersigned hereby accepts the terms and conditions as set forth herein. **This must be signed and dated by the bidder or a representative legally authorized to bind the bidder.**

FULL LEGAL NAME OF COMPANY WA Botting Company

TYPE OF BUSINESS Corporation Partnership (general) Partnership (limited)
 Sole Proprietorship Limited Liability Company

ADDRESS 20300 Woodmille Sachamish Rd NE

CITY/STATE/ZIP 8 Woodmille WA 98072

EMAIL ADDRESS: Ronh@wabotting.com

PHONE 425 483-7500 FAX 425 483-7610

NAME (PLEASE PRINT) SCOTT BOTTING TITLE Service Manager

SIGNED  DATE 10/25/07

**CITY OF MARYSVILLE
STANDARD TERMS AND CONDITIONS**

INVITATION TO BID, REQUEST FOR QUOTATION & SMALL WORKS CONTRACT

THE SMALL WORKS CONTRACT INCLUDES THE FOLLOWING TERMS AND CONDITIONS AND INCLUDES, BUT IS NOT LIMITED TO THE INVITATION TO BID, REQUEST FOR QUOTATIONS, SPECIFICATIONS, PLANS, AND PUBLISHED RULES AND REGULATIONS OF THE CITY OF MARYSVILLE AND THE LAWS OF THE CITY OF MARYSVILLE FINANCE DEPARTMENT AND THE STATE OF WASHINGTON, WHICH ARE HEREBY INCORPORATED BY REFERENCE.

1. **CHANGES** No alteration in any of the terms, conditions, delivery price, quality, quantities, or specification of this order will be effective without written consent of the Assistant Administrative Services Director or appropriate Buyer.
2. **HANDLING** No charges will be allowed for handling, including but not limited to packing, wrapping bags, containers or reels, unless otherwise stated herein.
3. **DELIVERY** For any exception to the delivery date as specified on this order, vendor shall give prior notification and obtain written approval thereto from the Assistant Administrative Services Director or appropriate Buyer with respect to delivery under this order. Time is of the essence and the order is subject to termination for failure to deliver as specified and/or appropriate damages.
The acceptance by the Purchaser of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor.
4. **PAYMENTS, CASH DISCOUNT, LATE PAYMENT CHARGES** Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or invoiced items are received, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.
5. **SHIPPING INSTRUCTIONS** Unless otherwise specified, all goods are to be shipped prepaid, F.O.B. Destination. Where shipping addresses indicate room numbers it will be up to the Vendor to make delivery to that location at no additional charge where specific authorization is granted to ship goods FOB shipping point. Vendor agrees to prepay all shipping charges, route as instructed or if instructions are not provided, route by cheapest common carrier and to bill the Purchaser as a separate item on the invoice for said charges. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. It is also agreed that the Purchaser reserves the right to refuse COD shipments.
6. **REJECTION** All goods or materials purchased herein are subject to approval by the Purchaser. Any rejection of goods or material resulting because of nonconformity to the terms and specifications of this order, whether held by the Purchaser or returned, will be at Vendor's risk and expense.
7. **IDENTIFICATION** All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number.
8. **INFRINGEMENTS** Vendor agrees to protect and save harmless the Purchaser against all claims, suits or proceedings for patent, trademark, copyright or franchise infringement arising from the purchase, installation, or use of goods and materials ordered, and to assume all expenses and damages arising from such claims, suits or proceedings.
9. **WARRANTIES** Vendor warrants that articles supplied under this order conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed, except that if a particular purpose is stated, the material must then be fit for that particular purpose.
10. **ASSIGNMENTS** The provisions or moneys due under this contract shall only be assignable with prior written consent of the Assistant Administrative Services Director or appropriate Buyer.
11. **TAXES** Unless otherwise indicated the Purchaser agrees to pay all State of Washington sales or use tax. No charge by Vendor shall be made for federal excise taxes, and the Purchaser agrees to furnish Vendor, upon acceptance of articles supplied under this order with an exemption certificate.
12. **LIENS, CLAIMS AND ENCUMBRANCES** Vendor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.
13. **RISK OF LOSS** Regardless of FOB point, Vendor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury or destruction shall not release Vendor from any obligation hereunder.

STANDARD TERMS AND CONDITIONS, cont.

14. **SAVE HARMLESS** Vendor shall protect, indemnify, and save the Purchaser harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Vendor, his employees, agents or subcontractors howsoever caused.
15. **PRICES** If price is not stated on this order, it is agreed that the goods shall be billed at the price last quoted or paid, or prevailing market price whichever is lower.
16. **TERMINATION** In the event of a breach by Vendor of any of the provisions of this contract, the Purchaser reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to Vendor. Vendor shall be liable for damages suffered by the Purchaser resulting from Vendor's breach of contract.
17. **NONDISCRIMINATION AND AFFIRMATIVE ACTION** The vendor agrees not to discriminate against any client, employee or applicant for employment or services because of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap with regard to, but not limited to, the following employment upgrading, demotion, or transfer, recruitment or recruitment advertising, lay-offs or termination, rates of pay or other forms of compensation, selection for training or rendition of services.
It is further understood that any vendor who is in violation of this clause or an applicable Affirmative Action Program shall be barred forthwith from receiving awards of any purchase order from the CITY unless a satisfactory showing is made that discriminatory practices or noncompliance with applicable Affirmative Action Programs have terminated and that a recurrence of such acts is unlikely.
18. **LABOR AND INDUSTRIES** Contractor is required to procure Labor and Industries permits LI 700-7 and LI 700-29 and abide by the requirements thereof. Copies of "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" shall be submitted to the City Clerk and Department of Labor and Industries.
19. **ANTI-TRUST** Vendor and the Purchaser recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact Borne by the Purchaser. Therefore, Vendor hereby assigns to the Purchaser any and all claims for such overcharges.
20. **DEFAULT** The Vendor covenants and agrees that in the event suit is instituted by the Purchaser for any default on the part of the Vendor, and the Vendor is adjudged by a court of competent jurisdiction to be in default, he shall pay to the Purchaser all cost, expenses expended or incurred by the Purchaser in connection therewith, and reasonable attorney's fees. The Vendor agrees that the Superior Court of the State of Washington shall have jurisdiction over any such suit, and that venue shall be laid in Snohomish County.
21. **BRANDS** When a special brand is named it shall be construed solely for the purpose of indicating the standards of quality, performance, or use desired. Brands of equal quality, performance, and use shall be considered, provided Vendor specifies the brand and model and submits descriptive literature when available. Any bid containing a brand which is not of equal quality, performance, or use specified must be represented as an alternate and not as an equal, and failure to do so shall be sufficient reason to disregard the bid.
22. **ACCEPTANCE BY ACCEPTING THIS CONTRACT IN WRITING OR BY DELIVERING THE MATERIAL ORDERED, YOU ACCEPT ALL OF THE TERMS AND CONDITIONS SET FORTH. FORMAL OBJECTION IS HEREBY MADE TO ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY VENDOR AS A CONDITION OF ACCEPTANCE OR DELIVERY.**
23. The **CONTRACTOR**, in consideration of the sums to be paid to him by the CITY, hereby agrees to furnish all labor, tools, materials, equipment and supplies required and shall, in a workmanlike manner, perform the work as more fully set forth in the Scope of Work.
24. The **CONTRACTOR** agrees that he shall actively solicit the employment of disadvantaged group members. **CONTRACTOR** further agrees that he shall actively solicit bids for the subcontracting of goods or services from qualified disadvantaged businesses. **CONTRACTOR** shall furnish evidence of his compliance with these requirements of disadvantaged employment and solicitation. **CONTRACTOR** further agrees to consider the grant of subcontractors to said disadvantaged bidders on the basis of substantially equal proposals in the light most favorable to said disadvantaged businesses. The **CONTRACTOR** shall be required to submit evidence of compliance with this section. As used in this section, the term "disadvantaged business" means a business at least fifty-one percent of which is owned by disadvantaged group members. Disadvantaged group members include, but are not limited to, African Americans, Women, Native Americans, and Asian Americans.

**EXHIBIT A
RETAINAGE BOND**

KNOW ALL MEN BY THESE PRESENTS, that [Contractor], a corporation organized under the laws of the State of _____, and registered to do business in the State of Washington as a contractor, as Principal, and [Surety], a corporation organized under the laws of the State of _____ and registered to transact business in the in the State of Washington as surety, as Surety, their heirs, executors, administrators, successors and assigns, are jointly and severally held and bound to the City of Marysville, Washington, hereinafter called "City", and are similarly held and bound unto the beneficiaries of the trust fund created by RCW Chapter 60.28, in the sum of _____ and ___/100's Dollars (\$ _____), the payment of which, well and truly to be paid, we bind ourselves, our heirs, executors and successors, jointly and severally, formally by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE THAT:

WHEREAS, on [date], the Principal executed a contract (the "Contract") with the City known as:

Project Name: _____

Contract Number: _____

And,

WHEREAS, said Contract and RCW Chapter 60.28 require the City to withhold from monies earned by the Principal during the progress of the construction, hereinafter referred to as "earned retained funds"; and

WHEREAS, the Principal requested that the City release _____ and ___/100's Dollars (\$ _____) of the earned retained funds, as allowed under RCW Chapter. 60.28;

NOW, THEREFORE, the condition of this obligation is such that the Surety is held and bound to the City to indemnify, defend and hold the City harmless from any and all loss, costs or damages that the City may sustain by reason of release of said earned retained funds to Principal, then this obligation to be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, it is expressly understood and agreed that:

1. Any suit or action under this bond must be instituted within the time period provided by applicable law. The bond shall be subject to all claims and liens provided for by law or Contract against the earned

retained funds and in the same manner and priority as set forth for retained percentages in RCW Chap. 60.28 and the Contract.

2. The Surety hereby consents to and waives notice of any extension in the time for performance of the Contract, assignment of obligations under the Contract, or Contract alteration, termination, amendment or change order.
3. Until written release of this obligation by the City, this bond may not be terminated or canceled by the Principal or Surety for any reason. Any extension of time for the Principal's performance on the Contract, assignment of obligations under the Contract, or Contract alteration, amendment or change order shall not release the Surety from its obligation under this bond.
4. RCW Chap. 60.28 authorizes the City to substitute a retainage bond in lieu of earned retained funds and the Surety hereby waives any defense that this bond is void or otherwise not authorized by law.
5. Any claim or suit against the City to foreclose the liens provided for by RCW Chap. 60.28 shall be effective against the Principal and Surety and any judgment under RCW Chap. 60.28 against the City shall be conclusive against the Principal and the Surety.
6. The laws of the State of Washington shall apply to the determination of the rights and obligations of the parties hereunder. Venue for any dispute or claim hereunder shall be the state courts of Washington in Snohomish County, Washington.

SIGNED AND SEALED THIS ____ of _____, 200__.

Principal

By _____
Typed/Printed Name: _____
Its _____

Surety

By _____
Typed/Printed Name: _____
Attorney-in-Fact

**EXHIBIT B
PAYMENT AND PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that _____
of _____ as Principal, and _____
as Surety, are jointly and severally held and bound unto the City of Marysville in the sum of _____
_____ Dollars (\$ _____), for payment of
which we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns, and successors
and assigns, firmly by these presents, the condition of this bond such that;

WHEREAS _____, on the _____ day of _____, the Principal herein made and entered
into a certain contract with the City of Marysville, by the terms, conditions and provisions of which contract the
said Principal agrees to furnish all material and do certain work to wit: _____
_____.

As per maps and specifications made a part of said contract, which contract as so executed is hereunto attached, is
now referred to, and by reference is incorporated, herein and made a part hereof, as fully for all purposes as if here
set forth at length.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms,
conditions and provisions of said contract in all respects, and shall well and truly and fully do and perform all
matters and things by said Principal undertaken to be performed under said contract, upon the terms proposed
therein, and within the time prescribed therein and, further, if the Principal shall, as required by law, pursuant to
39.08 Revised Code of Washington, pay all laborers, mechanics, and subcontractors and material men, and all
persons who shall supply such person or persons or subcontractors with provisions or supplies for the carrying on
of such work, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force
and effect.

WITNESS our hand the _____ day _____ 20____.

PRINCIPAL

SURETY

Address of local office and agent of Surety Company

Approved as to form _____ 20____.

CITY ATTORNEY

APPROVED

CITY CLERK

EXHIBIT C
CITY OF MARYSVILLE, WASHINGTON
CONTRACT

THIS CONTRACT made and entered into this 31 day of December, 2007, by and between the City of Marysville, Washington, a municipal corporation existing under the laws of the State of Washington, hereinafter called the "City", and Wa Bohnc Company, hereinafter called the "Contractor", witnesses:

That the Contractor, in consideration of the sums to be paid to him by said City hereby agrees to furnish all labor, tools, materials, equipment, and supplies required for and shall in a workmanlike manner perform the following work as more fully set forth in the Specifications and Plans entitled:

FACILITY HVAC MAINTENANCE SERVICES

CD Construction Bldg.	80 Columbia Avenue	Marysville, WA
City Hall	1049 State Avenue	Marysville, WA
Comfort Park	514 Delta Avenue	Marysville, WA
Library	6120 Grove Street	Marysville, WA
Municipal Court Bldg.	1015 State Avenue	Marysville, WA
Municipal Golf Course Maint. Bldg.	6180 84 th Street	Marysville, WA
Municipal Golf Course Pro Shop	6180 84 th Street	Marysville, WA
Municipal Golf Course Restaurant	6180 84 th Street	Marysville, WA
Parks Administration Office	6915 Armar Road	Marysville, WA
Parks Barn	6915 Armar Road	Marysville, WA
Parks Maintenance Building	6915 Armar Road	Marysville, WA
Police Evidence Building	1635 Grove Street	Marysville, WA
Public Safety Building	1635 Grove Street	Marysville, WA
Public Works Administration Bldg.	80 Columbia Avenue	Marysville, WA
Public Works Maintenance Bldg.	80 Columbia Avenue	Marysville, WA
Senior Center Building	514 Delta Avenue	Marysville, WA
Solid Waste Maintenance Bldg.	80 Columbia Avenue	Marysville, WA
Water Filtration Plant	17906 43 rd Avenue	Arlington, WA
Waste Water Treatment Plant		
Effluent Pump Station Control Rm.	80 Columbia Avenue	Marysville, WA
Waste Water Treatment Plant		
Effluent Pump Station Bldg.	80 Columbia Avenue	Marysville, WA
Waste Water Treatment Plant		
Lab Building	80 Columbia Avenue	Marysville, WA
Waste Water Treatment Plant		
Maintenance Bldg.	80 Columbia Avenue	Marysville, WA
Waste Water Treatment Plant		
Sand Filter Structure	80 Columbia Avenue	Marysville, WA

That the following documents are hereby made a part of this contract and are mutually cooperative therewith:

- A. Invitation to Bid
- B. Information for Bidders
- C. General and Special Conditions
- D. Technical Specifications
- E. Change Orders (if any)
- F. Addenda 1 & 2
- G. Indemnification Addendum
- H. Bid Proposal submitted by the Contractor as to those items and/or alternatives accepted by the City (Confirmed copy dated October 25, 2007.)
- I. Bonds
- J. All provisions required by law whether here inserted or not
- K. Project Plans and Drawings
- L. Supplemental Drawings
- M. Permits

It is agreed that the work covered by this contract shall be ongoing from the date of Notice to Proceed. It is further agreed that the City will suffer damage and be put to additional expense in the event that the Contractor shall not have the work completed in all respects and ready for use prior to the completion date stated. It is hereby agreed that damages for Contractor delay shall be deducted from payment due the Contractor or deducted from any sums retained for benefit of employees, subcontractors, or suppliers (provided the City's claim shall be subject to claims filed against the retained percent.)

It is further agreed that the amount of this contract is \$25,768.75 and is based on the proposal submitted by the Contractor dated October 25, 2007. Final payment to the Contractor shall be a sum of money computed from the actual completed work performed for lump sum bid items and the actual measured quantities in the completed construction and the unit prices listed in the Bid Schedule of the Contractor's proposal, less a deduction of five percent (5%) which shall be withheld until forty-five (45) days after final acceptance of the work and satisfaction of test requirements and fulfillment of the contract. Said amount withheld may be held in trust by Contractor's bank in accordance with Chapter 60.28 RCW, provided that the Contractor agrees that at any time the City may require the depository bank to pay the City any amount due the City under revised payment estimates.

The Contractor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid. The Contractor agrees to furnish insurance of the types and the amounts set forth in the Contract Documents.

The Contractor agrees that he shall actively solicit the employment of minority group members. Contractor further agrees that he shall actively solicit bids for the subcontracting of good or services from qualified minority businesses. Contractor shall furnish evidence of his compliance with these requirements of minority employment and solicitation. Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. The Contractor shall be required to submit evidence of compliance with this section. As used in this section, the term "minority business"

means a business at least fifty-one percent of which is owned by minority group members. Minority group members include, but are not limited to, Blacks, women, Native Americans, and Orientals.

City and Contractor agree that all third-party claims for damages against the City for which Contractor's insurance carrier does not accept defense of the City, may be tendered by City to the Contractor who shall, if so tendered by the City, accept and undertake to defend or settle with the claimant. City retains the right to approve claims investigation and counsel assigned to said claim and all investigation and legal work product regarding said claim shall be performed under a fiduciary relationship to the City. In the event that the City agrees or a court finds that the claim arises from or includes negligence of both the Contractor and the City, the Contractor shall be responsible for all damages payable by the Contractor to the third-party claimant under the court findings, and, in addition thereto, the Contractor shall thereunder indemnify the City for all damages paid or payable by the City under the court findings in an amount not the exceed the percentage of total fault attributed to the Contractor. For example, where the Contractor is 25 percent negligent, the Contractor shall not be required to indemnify the City for any amount in excess of 25 percent of the claimant's total damages.

Contractor shall procure and keep in force during the term of this contract Commercial General Liability insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to premises/operations (including off-site operations), blanket contractual liability and broad form property damage. Prior to the Contractor performing any work under this contract, Contractor shall provide the City with a Certificate of Insurance evidencing the insurance required and, by endorsement to Contractor's liability policy(ies), naming the City of Marysville, its officers, employees and agents as Additional Insureds.

The Contractor agrees to repair and replace all property of the City and all property of others damaged by himself/herself, his/her employees, and subcontractors, and agents.

It is understood that the whole of the work under this contract is to be done at the Contractor's risk and that he has familiarized himself with the conditions of excavation, backfill, materials, climatic conditions, and other contingencies likely to affect the work and has made his bid accordingly and that he is to assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

In addition to the amounts required by RCW 60.28 to be withheld from the progress or retained percentage payments to the Contractor, the City may, at its sole discretion, withhold any amounts sufficient to pay any claim against the Contractor of which the City may have knowledge and regardless of the informalities of notice of such claim arising out of the performance of this contract provided that the total amounts withheld for such purpose shall not exceed three percent (3%) of the contract price. The term "claim" shall not include any claim against the retained percentage by persons furnishing supplies or performing labor for the Contractor. The amount may be withheld by the City until either the Contractor secures a written release from the claimant, obtains a court decision that such claim is without merit, or satisfies any judgment in favor of the claimant on such claim. The City shall not be liable for interest during the period the funds are so held. The successful bidder will be required to execute the retainage and performance and payment bonds and contract in the form as attached as exhibits A, B, and C.

In consideration of the terms and conditions contained herein and attached and made a part of this contract, the parties herein covenant and agree as follows:

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF MARYSVILLE

By Dennis Z Kardell

Attest:

By Troy Jeff
City Clerk

WABOTTING COMPANY, CONTRACTOR

By [Signature]
Its President/CEO

Approved as to form:

By Frank K. Neal
City Attorney

Address: _____

Telephone: _____

INDEMNIFICATION ADDENDUM

W.A. BOTTING COMPANY (hereinafter called Contractor) agrees to defend, indemnify and hold the City of Marysville (hereinafter called Owner) 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 contract 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 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 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 specifically and expressly waives any immunity that may be granted it 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.

Contractor's duty to defend, indemnify and hold Owner 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.

THE UNDERSIGNED HEREBY CERTIFY THAT THIS ADDENDUM WAS MUTUALLY NEGOTIATED.

CITY OF MARYSVILLE

By Dennis Z Kendall
Dennis Kendall, Mayor

WA Botting Company
By Pete Botting
[name & title] President / CEO
Pete Botting,

To: _____, Accounting

Project: **FACILITY HVAC MAINTENANCE SERVICES
Various City of Marysville and Arlington Locations**

Contractor: _____

CERTIFICATE OF COMPLETION

The above mentioned project was constructed per the plans and specifications and to the satisfaction of the Project Manager.

The Contractor physically completed the project within the time allowed in the contract.

It is recommended that the City accept this contract as complete.

In accordance with 60.28 RCW, this action will start the forty-five (45) day period for the return of the Contractor's retainage. No final payment will be made on this contract until 45 days after the Project Manager has accepted this contract as complete or until all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

Recommended by:

Mike Shepard, Fleet and Facilities Manager

Date

Should this contractor be considered for future small works contracts?

Yes No

Recommended by:

Mike Shepard, Fleet and Facilities Manager

Date



**City of Marysville
Small Work Roster Invitation to Bid
FACILITY HVAC MAINTENANCE
SERVICES**

**Washington State Prevailing Wage Rates
For Public Works Contracts
Snohomish County**

Tracy Jefferies
Assistant Administrative Services Director

State of Washington
DEPARTMENT OF LABOR AND INDUSTRIES
 Prevailing Wage Section - Telephone (360) 902-6335
 PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage Rates For Public Works Contracts

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits.
 On public works projects, workers' wage and benefit rates must add to not less than this total. A brief
 description of overtime calculation requirements is provided on the Benefit Code Key.

SNOHOMISH COUNTY

Effective 03-03-07

Classification	PREVAILING WAGE	(See Benefit Code Key)		
		Over Time Code	Holiday Code	Note Code
ASBESTOS ABATEMENT WORKERS				
JOURNEY LEVEL	\$34.38	1M	5D	
BOILERMAKERS				
JOURNEY LEVEL	\$47.47	1C	5N	
BRICK AND MARBLE MASONS				
JOURNEY LEVEL	\$42.47	1M	5A	
CABINET MAKERS (IN SHOP)				
JOURNEY LEVEL	\$23.92	2M	5C	
CARPENTERS				
ACOUSTICAL WORKER	\$41.43	1M	5D	
BRIDGE, DOCK AND WARP CARPENTERS	\$41.33	1M	5D	
CARPENTER	\$41.27	1M	5D	
CRESOATED MATERIAL	\$41.37	1M	5D	
DRYWALL APPLICATOR	\$41.31	1M	5D	
FLOOR FINISHER	\$41.40	1M	5D	
FLOOR LAYER	\$41.40	1M	5D	
FLOOR SANDER	\$41.40	1M	5D	
MILLWRIGHT AND MACHINE ERECTORS	\$42.27	1M	5D	
PILEDRIVERS, DRIVING, PULLING, PLACING COLLARS AND WELDING	\$41.47	1M	5D	
SAWFILER	\$41.40	1M	5D	
SHINGLER	\$41.40	1M	5D	
STATIONARY POWER SAW OPERATOR	\$41.40	1M	5D	
STATIONARY WOODWORKING TOOLS	\$41.40	1M	5D	
CEMENT MASONS				
JOURNEY LEVEL	\$42.26	1M	5D	
DIVERS & TENDERS				
DIVER	\$85.75	1M	5D	8A
DIVER TENDER	\$44.22	1M	5D	
DREDGE WORKERS				
ASSISTANT ENGINEER	\$42.02	1T	5D	8L
ASSISTANT MATE (DECKHAND)	\$41.51	1T	5D	8L
BOATMEN	\$42.02	1T	5D	8L
ENGINEER WELDER	\$42.07	1T	5D	8L
LEVERMAN, HYDRAULIC	\$43.84	1T	5D	8L
MAINTENANCE	\$41.51	1T	5D	8L
MATES	\$42.02	1T	5D	8L
OILER	\$41.84	1T	5D	8L
DRYWALL TAPERS				
JOURNEY LEVEL	\$41.14	1E	5P	
ELECTRICAL FIXTURE MAINTENANCE WORKERS				
JOURNEY LEVEL	\$13.82	1		

SNOHOMISH COUNTY

Effective 03-03-07

<u>Classification</u>	<u>PREVAILING WAGE</u>	<u>(See Benefit Code Key)</u>		
		<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
ELECTRICIANS - INSIDE				
CABLE SPLICER	\$47.58	1D		5B
CONSTRUCTION STOCK PERSON	\$19.10	1D		5B
JOURNEY LEVEL	\$44.32	1D		5B
ELECTRICIANS - MOTOR SHOP				
CRAFTSMAN	\$15.37	2A		6C
JOURNEY LEVEL	\$14.69	2A		6C
ELECTRICIANS - POWERLINE CONSTRUCTION				
CABLE SPLICER	\$55.40	4A		5A
CERTIFIED LINE WELDER	\$49.64	4A		5A
GROUNDPERSON	\$35.92	4A		5A
HEAD GROUNDPERSON	\$37.88	4A		5A
HEAVY LINE EQUIPMENT OPERATOR	\$49.64	4A		5A
JACKHAMMER OPERATOR	\$37.88	4A		5A
JOURNEY LEVEL LINEPERSON	\$49.64	4A		5A
LINE EQUIPMENT OPERATOR	\$42.28	4A		5A
POLE SPRAYER	\$49.64	4A		5A
POWDERPERSON	\$37.88	4A		5A
ELECTRONIC TECHNICIANS				
ELECTRONIC TECHNICIANS JOURNEY LEVEL	\$30.10	1		
ELEVATOR CONSTRUCTORS				
MECHANIC	\$57.88	4A		6Q
MECHANIC IN CHARGE	\$63.45	4A		6Q
FABRICATED PRECAST CONCRETE PRODUCTS				
ALL CLASSIFICATIONS	\$13.50	1		
FENCE ERECTORS				
FENCE ERECTOR	\$14.00	1		
FLAGGERS				
JOURNEY LEVEL	\$29.68	1M		5D
GLAZIERS				
JOURNEY LEVEL	\$42.41	1H		5G
HEAT & FROST INSULATORS AND ASBESTOS WORKERS				
MECHANIC	\$45.13	1S		5J
HEATING EQUIPMENT MECHANICS				
MECHANIC	\$20.00	1		
HOD CARRIERS & MASON TENDERS				
JOURNEY LEVEL	\$34.84	1M		5D
INDUSTRIAL ENGINE AND MACHINE MECHANICS				
MECHANIC	\$15.65	1		
INDUSTRIAL POWER VACUUM CLEANER				
JOURNEY LEVEL	\$9.10	1		
INLAND BOATMEN				
CAPTAIN	\$38.04	1K		5B
COOK	\$31.90	1K		5B
DECKHAND	\$31.59	1K		5B
ENGINEER/DECKHAND	\$34.37	1K		5B
MATE, LAUNCH OPERATOR	\$36.02	1K		5B
INSPECTION/CLEANING/SEALING OF SEWER & WATER				
SYSTEMS BY REMOTE CONTROL				
CLEANER OPERATOR, FOAMER OPERATOR	\$9.73	1		
GROUT TRUCK OPERATOR	\$11.48	1		
HEAD OPERATOR	\$12.78	1		

SNOHOMISH COUNTY

Effective 03-03-07

Classification	PREVAILING WAGE	(See Benefit Code Key)		
		Over Time Code	Holiday Code	Note Code
TECHNICIAN	\$7.93	1		
TV TRUCK OPERATOR	\$10.53	1		
INSULATION APPLICATORS				
JOURNEY LEVEL	\$41.27	1M	5D	
IRONWORKERS				
JOURNEY LEVEL	\$46.25	1O	5A	
LABORERS				
ASPHALT RAKER	\$34.84	1M	5D	
BALLAST REGULATOR MACHINE	\$34.36	1M	5D	
BATCH WEIGHMAN	\$29.88	1M	5D	
BRUSH CUTTER	\$34.36	1M	5D	
BRUSH HOG FEEDER	\$34.36	1M	5D	
BURNERS	\$34.36	1M	5D	
CARPENTER TENDER	\$34.36	1M	5D	
CASSION WORKER	\$35.20	1M	5D	
CEMENT DUMPER/PAVING	\$34.84	1M	5D	
CEMENT FINISHER TENDER	\$34.36	1M	5D	
CHANGE-HOUSE MAN OR DRY SHACKMAN	\$34.36	1M	5D	
CHIPPING GUN (OVER 30 LBS)	\$34.84	1M	5D	
CHIPPING GUN (UNDER 30 LBS)	\$34.36	1M	5D	
CHOKER SETTER	\$34.36	1M	5D	
CHUCK TENDER	\$34.36	1M	5D	
CLEAN-UP LABORER	\$34.36	1M	5D	
CONCRETE DUMPER/CHUTE OPERATOR	\$34.84	1M	5D	
CONCRETE FORM STRIPPER	\$34.36	1M	5D	
CONCRETE SAW OPERATOR	\$34.84	1M	5D	
CRUSHER FEEDER	\$29.88	1M	5D	
CURING LABORER	\$34.36	1M	5D	
DEMOLITION, WRECKING & MOVING (INCLUDING CHARRED	\$34.36	1M	5D	
DITCH DIGGER	\$34.36	1M	5D	
DIVER	\$35.20	1M	5D	
DRILL OPERATOR (HYDRAULIC, DIAMOND)	\$34.84	1M	5D	
DRILL OPERATOR, AIRTRAC	\$35.20	1M	5D	
DUMPMAN	\$34.36	1M	5D	
EPOXY TECHNICIAN	\$34.36	1M	5D	
EROSION CONTROL WORKER	\$34.36	1M	5D	
FALLER/BUCKER, CHAIN SAW	\$34.84	1M	5D	
FINAL DETAIL CLEANUP (i.e., dusting, vacuuming, window cleaning; NOT construction debris cleanup)	\$27.36	1M	5D	
FINE GRADERS	\$34.36	1M	5D	
FIRE WATCH	\$29.88	1M	5D	
FORM SETTER	\$34.36	1M	5D	
GABION BASKET BUILDER	\$34.36	1M	5D	
GENERAL LABORER	\$34.36	1M	5D	
GRADE CHECKER & TRANSIT PERSON	\$34.84	1M	5D	
GRINDERS	\$34.36	1M	5D	
GROUT MACHINE TENDER	\$34.36	1M	5D	
GUARDRAIL ERECTOR	\$34.36	1M	5D	
HAZARDOUS WASTE WORKER LEVEL A	\$35.20	1M	5D	
HAZARDOUS WASTE WORKER LEVEL B	\$34.84	1M	5D	
HAZARDOUS WASTE WORKER LEVEL C	\$34.36	1M	5D	
HIGH SCALER	\$35.20	1M	5D	

SNOHOMISH COUNTY

Effective 03-03-07

<u>Classification</u>	<u>PREVAILING WAGE</u>	(See Benefit Code Key)		
		<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
HOD CARRIER/MORTARMAN	\$34.84	1M	50	
JACKHAMMER	\$34.84	1M	50	
LASER BEAM OPERATOR	\$34.84	1M	50	
MANHOLE BUILDER-MUDMAN	\$34.84	1M	50	
MATERIAL YARDMAN	\$34.30	1M	50	
MINER	\$35.20	1M	50	
NOZZLEMAN, CONCRETE PUMP, GREEN CUTTER WHEN USING HIGH PRESSURE AIR & WATER ON CONCRETE & ROCK, SANDBLAST, GUNITE, SHOTCRETE, WATER BLASTER	\$34.84	1M	50	
PAVEMENT BREAKER	\$34.84	1M	50	
PILOT CAR	\$29.68	1M	50	
PIPE POT TENDER	\$34.84	1M	50	
PIPE RELINER (NOT INSERT TYPE)	\$34.84	1M	50	
PIPELAYER & CAULKER	\$34.84	1M	50	
PIPELAYER & CAULKER (LEAD)	\$35.20	1M	50	
PIPEWRAPPER	\$34.84	1M	50	
POT TENDER	\$34.30	1M	50	
POWDERMAN	\$35.20	1M	50	
POWDERMAN HELPER	\$34.30	1M	50	
POWERJACKS	\$34.84	1M	50	
RAILROAD SPIKE FULLER (POWER)	\$34.84	1M	50	
RE-TIMBERMAN	\$35.20	1M	50	
RIPRAP MAN	\$34.30	1M	50	
RODDER	\$34.84	1M	50	
SCAFFOLD ERECTOR	\$34.30	1M	50	
SCALE PERSON	\$34.30	1M	50	
SIGNALMAN	\$34.30	1M	50	
SLOPER (OVER 20")	\$34.84	1M	50	
SLOPER SPRAYMAN	\$34.30	1M	50	
SPREADER (CLARY POWER OR SIMILAR TYPES)	\$34.84	1M	50	
SPREADER (CONCRETE)	\$34.84	1M	50	
STAKE HOPPER	\$34.30	1M	50	
STOCKPILER	\$34.30	1M	50	
TAMPER & SIMILAR ELECTRIC, AIR & GAS	\$34.84	1M	50	
TAMPER (MULTIPLE & SELF PROPELLED)	\$34.84	1M	50	
TOOLROOM MAN (AT JOB SITE)	\$34.30	1M	50	
TOPPER-TAILER	\$34.30	1M	50	
TRACK LABORER	\$34.30	1M	50	
TRACK LINER (POWER)	\$34.84	1M	50	
TRUCK SPOTTER	\$34.30	1M	50	
TUGGER OPERATOR	\$34.84	1M	50	
VIBRATING SCREED (AIR, GAS, OR ELECTRIC)	\$34.30	1M	50	
VIBRATOR	\$34.84	1M	50	
VINYL SEAMER	\$34.30	1M	50	
WELDER	\$34.30	1M	50	
WELL-POINT LABORER	\$34.84	1M	50	
LABORERS - UNDERGROUND SEWER & WATER				
GENERAL LABORER	\$34.30	1M	50	
PIPE LAYER	\$34.84	1M	50	
LANDSCAPE CONSTRUCTION				
IRRIGATION OR LAWN SPRINKLER INSTALLERS	\$12.00	1		
LANDSCAPE EQUIPMENT OPERATORS OR TRUCK DRIVERS	\$10.58	1		

SNOHOMISH COUNTY

Effective 03-03-07

<u>Classification</u>	<u>PREVAILING WAGE</u>	<u>(See Benefit Code Key)</u>		
		<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
CRANES, TOWER CRANE UP TO 175' IN HEIGHT, BASE TO BOOM	\$43.39	1M	5D	8L
CRANES, TOWER CRANE OVER 175' IN HEIGHT, BASE TO BOOM	\$43.98	1M	5D	8L
CRUSHERS	\$42.35	1M	5D	8L
DECK ENGINEER/DECK WINCHES (POWER)	\$42.35	1M	5D	8L
DERRICK, BUILDING	\$42.84	1M	5D	8L
DOZERS, D-9 & UNDER	\$41.93	1M	5D	8L
DRILL OILERS - AUGER TYPE, TRUCK OR CRANE MOUNT	\$41.93	1M	5D	8L
DRILLING MACHINE	\$42.35	1M	5D	8L
ELEVATOR AND MANLIFT, PERMANENT AND SHAFT-TYPE	\$39.57	1M	5D	8L
EQUIPMENT SERVICE ENGINEER (OILER)	\$41.93	1M	5D	8L
FINISHING MACHINE/BIDWELL/GAMACO AND SIMILAR EQUIP	\$42.35	1M	5D	8L
FORK LIFTS, (3000 LBS AND OVER)	\$41.93	1M	5D	8L
FORK LIFTS, (UNDER 3000 LBS)	\$39.57	1M	5D	8L
GRADE ENGINEER	\$41.93	1M	5D	8L
GRADECHECKER AND STAKEMAN	\$39.57	1M	5D	8L
GUARDRAIL PUNCH	\$42.35	1M	5D	8L
HICISTS, OUTSIDE (ELEVATORS AND MANLIFTS), AIR TUGGERS	\$41.93	1M	5D	8L
HORIZONTAL/DIRECTIONAL DRILL LOCATOR	\$41.93	1M	5D	8L
HORIZONTAL/DIRECTIONAL DRILL OPERATOR	\$42.35	1M	5D	8L
HYDRALIFTS/BOOM TRUCKS (10 TON & UNDER)	\$39.57	1M	5D	8L
HYDRALIFTS/BOOM TRUCKS (OVER 10 TON)	\$41.93	1M	5D	8L
LOADERS, OVERHEAD (6 YD UP TO 3 YD)	\$42.84	1M	5D	8L
LOADERS, OVERHEAD (3 YD & OVER)	\$43.39	1M	5D	8L
LOADERS, OVERHEAD (UNDER 6 YD), PLANT FEED	\$42.35	1M	5D	8L
LOCOMOTIVES, ALL	\$42.35	1M	5D	8L
MECHANICS, ALL	\$42.84	1M	5D	8L
MIXERS, ASPHALT PLANT	\$42.35	1M	5D	8L
MOTOR PATROL GRADER (FINISHING)	\$42.35	1M	5D	8L
MOTOR PATROL GRADER (NON-FINISHING)	\$41.93	1M	5D	8L
MUCKING MACHINE, MOLE, TUNNEL DRILL AND/OR SHIELD	\$42.84	1M	5D	8L
OIL DISTRIBUTORS, BLOWER DISTRIBUTION AND MULCH SEEDING OPERATOR	\$39.57	1M	5D	8L
PAVEMENT BREAKER	\$39.57	1M	5D	8L
PAVED-RIVER (OTHER THAN CRANE MOUNT)	\$42.35	1M	5D	8L
PLANT OILER (ASPHALT, CRUSHER)	\$41.93	1M	5D	8L
POSTHOLE DIGGER, MECHANICAL	\$39.57	1M	5D	8L
POWER PLANT	\$39.57	1M	5D	8L
PUMPS, WATER	\$39.57	1M	5D	8L
QUAD 9, D-10, AND HD-41	\$42.84	1M	5D	8L
REMOTE CONTROL OPERATOR ON RUBBER Tired EARTH MOVING EQUIP	\$42.84	1M	5D	8L
RIGGER AND BELLMAN	\$39.57	1M	5D	8L
RCLLAGON	\$42.84	1M	5D	8L
ROLLER, OTHER THAN PLANT ROAD MIX	\$39.57	1M	5D	8L
ROLLERS, PLANTMIX OR MULTILIFT MATERIALS	\$41.93	1M	5D	8L
ROTO-MILL, ROTO-GRINDER	\$42.35	1M	5D	8L
SAWS, CONCRETE	\$41.93	1M	5D	8L
SCRAPERS - SELF PROPELLED, HARD TAIL END DUMP, ARTICULATING OFF-ROAD EQUIPMENT (UNDER 45 YD)	\$42.35	1M	5D	8L
SCRAPERS - SELF PROPELLED, HARD TAIL END DUMP, ARTICULATING OFF-ROAD EQUIPMENT (45 YD AND OVER)	\$42.84	1M	5D	8L
SCRAPERS, CONCRETE AND CARRY ALL	\$41.93	1M	5D	8L
SCREED MAN	\$42.35	1M	5D	8L

SNOHOMISH COUNTY

Effective 03-03-07

Classification	PREVAILING WAGE	(See Benefit Code Key)		
		Over Time Code	Holiday Code	Note Code
SHOTCRETE GUNITE	\$39.57	1M	5D	8L
SLIPFORM PAVERS	\$42.84	1M	5D	8L
SPREADER, TOPSIDE OPERATOR - BLOW KNOX	\$42.35	1M	5D	8L
SUBGRADE TRIMMER	\$42.35	1M	5D	8L
TOWER BUCKET ELEVATORS	\$41.93	1M	5D	8L
TRACTORS, (75 HP & UNDER)	\$41.93	1M	5D	8L
TRACTORS, (OVER 75 HP)	\$42.35	1M	5D	8L
TRANSFER MATERIAL SERVICE MACHINE	\$42.35	1M	5D	8L
TRANSPORTERS, ALL TRACK OR TRUCK TYPE	\$42.84	1M	5D	8L
TRENCHING MACHINES	\$41.93	1M	5D	8L
TRUCK CRANE OILER/DRIVER (UNDER 100 TON)	\$41.93	1M	5D	8L
TRUCK CRANE OILER/DRIVER (100 TON & OVER)	\$42.35	1M	5D	8L
TRUCK MOUNT PORTABLE CONVEYER	\$42.35	1M	5D	8L
WHEEL TRACTORS, FARMALL TYPE	\$39.57	1M	5D	8L
YO YO PAV DOZER	\$42.35	1M	5D	8L
POWER EQUIPMENT OPERATORS- UNDERGROUND SEWER & (SEE POWER EQUIPMENT OPERATORS)				
POWER LINE CLEARANCE TREE TRIMMERS				
JOURNEY LEVEL IN CHARGE	\$38.82	4A	5A	
SPRAY PERSON	\$33.82	4A	5A	
TREE EQUIPMENT OPERATOR	\$34.27	4A	5A	
TREE TRIMMER	\$31.88	4A	5A	
TREE TRIMMER GROUNDPERSON	\$24.03	4A	5A	
REFRIGERATION & AIR CONDITIONING MECHANICS MECHANIC	\$49.87	1G	5A	
RESIDENTIAL BRICK & MARBLE MASONS JOURNEY LEVEL	\$30.74	1		
RESIDENTIAL CARPENTERS JOURNEY LEVEL	\$19.91	1		
RESIDENTIAL CEMENT MASONS JOURNEY LEVEL	\$14.00	1		
RESIDENTIAL DRYWALL TAPERS JOURNEY LEVEL	\$41.14	1E	5P	
RESIDENTIAL ELECTRICIANS JOURNEY LEVEL	\$30.91	1		
RESIDENTIAL GLAZIERS JOURNEY LEVEL	\$27.89	1H	5G	
RESIDENTIAL INSULATION APPLICATORS JOURNEY LEVEL	\$17.59	1		
RESIDENTIAL LABORERS JOURNEY LEVEL	\$13.61	1		
RESIDENTIAL PAINTERS JOURNEY LEVEL	\$12.00	1		
RESIDENTIAL PLUMBERS & PIPEFITTERS JOURNEY LEVEL	\$22.95	1		
RESIDENTIAL REFRIGERATION & AIR CONDITIONING JOURNEY LEVEL	\$29.18	1G	5A	
RESIDENTIAL SHEET METAL WORKERS JOURNEY LEVEL (FIELD OR SHOP)	\$32.09	1E	6L	
RESIDENTIAL SOFT FLOOR LAYERS JOURNEY LEVEL	\$33.78	1B	5A	

SNOHOMISH COUNTY

Effective 03-03-07

Classification	PREVAILING WAGE	(See Bennett Code Key)		
		Over Time Code	Holiday Code	Note Code
RESIDENTIAL SPRINKLER FITTERS (FIRE PROTECTION)				
JOURNEY LEVEL	\$29.76	1B	5C	
RESIDENTIAL TERRAZZO/TILE FINISHERS				
JOURNEY LEVEL	\$21.60	1		
ROOFERS				
JOURNEY LEVEL	\$35.78	1R	5A	
USING IRRITABLE BITUMINOUS MATERIALS	\$38.78	1R	5A	
SHEET METAL WORKERS				
JOURNEY LEVEL (FIELD OR SHOP)	\$49.27	1E	6L	
SIGN MAKERS & INSTALLERS (ELECTRICAL)				
JOURNEY LEVEL	\$28.17	1		
SIGN MAKERS & INSTALLERS (NON-ELECTRICAL)				
JOURNEY LEVEL	\$34.36	1M	5D	
SOFT FLOOR LAYERS				
JOURNEY LEVEL	\$33.76	1B	5A	
SOLAR CONTROLS FOR WINDOWS				
JOURNEY LEVEL	\$7.83	1		
SPRINKLER FITTERS (FIRE PROTECTION)				
JOURNEY LEVEL	\$53.24	1X	5C	
STAGE RIGGING MECHANICS (NON STRUCTURAL)				
JOURNEY LEVEL	\$13.23	1		
SURVEYORS				
CHAIN PERSON	\$9.35	1		
INSTRUMENT PERSON	\$11.40	1		
PARTY CHIEF	\$13.40	1		
TELECOMMUNICATION TECHNICIANS				
TELECOMMUNICATION TECHNICIANS JOURNEY LEVEL	\$22.38	1		
TELEPHONE LINE CONSTRUCTION - OUTSIDE				
CABLE SPLICER	\$29.89	2B	5A	
HOLE DIGGER/GROUND PERSON	\$18.81	2B	5A	
INSTALLER (REPAIRER)	\$28.88	2B	5A	
JOURNEY LEVEL TELEPHONE LINEPERSON	\$27.82	2B	5A	
SPECIAL APPARATUS INSTALLER I	\$29.89	2B	5A	
SPECIAL APPARATUS INSTALLER II	\$29.30	2B	5A	
TELEPHONE EQUIPMENT OPERATOR (HEAVY)	\$29.89	2B	5A	
TELEPHONE EQUIPMENT OPERATOR (LIGHT)	\$27.82	2B	5A	
TELEVISION GROUND PERSON	\$15.96	2B	5A	
TELEVISION LINEPERSON/INSTALLER	\$21.17	2B	5A	
TELEVISION SYSTEM TECHNICIAN	\$25.15	2B	5A	
TELEVISION TECHNICIAN	\$22.84	2B	5A	
TREE TRIMMER	\$27.82	2B	5A	
TERRAZZO WORKERS & TILE SETTERS				
JOURNEY LEVEL	\$40.33	1B	5A	
TILE, MARBLE & TERRAZZO FINISHERS				
FINISHER	\$34.16	1B	5A	
TRAFFIC CONTROL STRIPERS				
JOURNEY LEVEL	\$34.20	1K	5A	
TRUCK DRIVERS				
ASPHALT MIX (TO 16 YARDS)	\$39.04	1T	5D	8L
ASPHALT MIX (OVER 16 YARDS)	\$39.62	1T	5D	8L
DUMP TRUCK	\$37.94	1R	5A	
DUMP TRUCK & TRAILER	\$38.52	1R	5A	

SNOHOMISH COUNTY

Effective 03-03-07

<u>Classification</u>	<u>PREVAILING WAGE</u>	<u>(See Benefit Code Key)</u>		
		<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
OTHER TRUCKS	\$38.52	1R	SA	
TRANSIT MIXER	\$28.75	2O	6I	
WELL DRILLERS & IRRIGATION PUMP INSTALLERS				
IRRIGATION PUMP INSTALLER	\$17.05	1		
OILER	\$13.83	1		
WELL DRILLER	\$19.01	1		



CITY OF MARYSVILLE

Facility HVAC Maintenance Services
Bid No. F012007

ADDENDUM No. 001

October 8, 2007

To All Plan Holders and Contractors:

You are hereby notified of the following changes to the Small Works Document Facility HVAC Maintenance Services Bid No. F012007.

Current bid specification language reads;

Section B. Information for Bidders, 11. Summary of Work, No. 4. The Contractor shall check filters monthly and replace and/or clean as needed. Filters will be purchased and delivered to the site by the City of Marysville Facilities Department. Filter change interval shall not exceed two (2) months or as delineated by the frequency requirements of each equipment maintenance and service schedule.

Section B. Information for Bidders, 11. Summary of Work, No. 5. The Contractor shall check V-belts or other consumable flexible drive apparatus monthly and replace as required. Replacement belts and/or consumable flexible apparatus shall be furnished by the Contractor.

Section B. Information for Bidders, 11. Summary of Work, The general services listed below shall apply to the systems and equipment as specified herein, 3. Paint all equipment as needed to prevent and protect against corrosion and deterioration.

Change bid specification language to read;

Section B. Information for Bidders, 11. Summary of Work, No. 4. The Contractor shall check all filters quarterly and replace and/or clean as needed. This includes filters that need to be cleaned in the Public Safety Building jail areas. Filters will be purchased by the City of Marysville Facilities Department and stored in a City building located at 60 State Ave. Contractor will pick up and deliver filters needed to the various buildings as needed and notify Facilities when stock is used. Filter change interval shall not exceed three (3) months or as delineated by the frequency requirements of each equipment maintenance and service schedule

Section B. Information for Bidders, 11. Summary of Work, No. 5. The Contractor shall check V-belts or other consumable flexible drive apparatus quarterly and replace as required. Replacement belts and/or consumable flexible apparatus shall be furnished by the Contractor.

Section B. Information for Bidders, 11. Summary of Work, The general services listed below shall apply to the systems and equipment as specified herein, 3. Paint all equipment, parts, and components when replaced to prevent and protect against corrosion and deterioration as necessary.

Addendum No. 001 is hereby made a part of the Contract Documents, and its terms and conditions are fully binding on the plan holder and contractor. The contractor shall acknowledge receipt of this Addendum No. 001 by signing and dating this document and including it with your bid submittal Due October 25, 2007 at 10:00 AM.

CITY OF MARYSVILLE
PUBLIC WORKS DEPARTMENT

Mike Shepard, Fleet and Facilities Manager

Received and acknowledged:

WA BOTTING
Bidder's Company Name

[Signature]
By

Service Manager
Title

10/25/07
Date

October 8, 2007



CITY OF MARYSVILLE
Facility HVAC Maintenance Services
Bid No. F012007

ADDENDUM No. 002
October 22, 2007

To All Plan Holders and Contractors:

You are hereby notified of the following changes to the Small Works Document Facility HVAC Maintenance Services Bid No. F012007.

Change address for the Public Safety Building to 1635 Grove Street in the following sections;

Section A. Invitation to Bid, Pricing and delivery shall be F.O.B.:
Bid Submittal Sheet
Exhibit C Contract

Change routine inspection procedures for package HVAC system with gas heat (20 tons and under;

Change from Semi-Annually (February & November) to **Quarterly** for both heating and cooling sections.

Addendum No. 002 is hereby made a part of the Contract Documents, and its terms and conditions are fully binding on the plan holder and contractor. The contractor shall acknowledge receipt of this Addendum No. 002 by signing and dating this document and including it with your bid submittal Due October 25, 2007 at 10:00 AM.

CITY OF MARYSVILLE
PUBLIC WORKS DEPARTMENT

Mike Shepard, Fleet and Facilities Manager

Received and acknowledged:

WABOTLING
Bidder's Company Name

Service Manager
Title

[Signature]
By
10/25/07
Date

**EXHIBIT B
PAYMENT AND PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that W.A. Botting Company
of Woodinville, WA as Principal, and Hartford Casualty Insurance Company
as Surety, are jointly and severally held and bound unto the City of Marysville in the sum of Twenty Five
thousand Seven Hundred Sixty Eight & 75/100 Dollars (\$ 25,768.75), for payment of
which we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns, and successors
and assigns, firmly by these presents, the condition of this bond such that;

WHEREAS, on the 15th day of November 2007, the Principal herein made and entered
into a certain contract with the City of Marysville, by the terms, conditions and provisions of which contract the
said Principal agrees to furnish all material and do certain work to wit: Facility HVAC Maintenance
Services, Bid No. F012007

As per maps and specifications made a part of said contract, which contract as so executed is hereunto attached, is
now referred to, and by reference is incorporated, herein and made a part hereof, as fully for all purposes as if here
set forth at length.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms,
conditions and provisions of said contract in all respects, and shall well and truly and fully do and perform all
matters and things by said Principal undertaken to be performed under said contract, upon the terms proposed
therein, and within the time prescribed therein and, further, if the Principal shall, as required by law, pursuant to
39.08 Revised Code of Washington, pay all laborers, mechanics, and subcontractors and material men, and all
persons who shall supply such person or persons or subcontractors with provisions or supplies for the carrying on
of such work, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force
and effect.

WITNESS our hand the 15th day of November 2007,
W.A. Botting Company Hartford Casualty Insurance Company

PRINCIPAL Karen P. Dever
2233 112th Avenue NE SURETY Karen P. Dever, Attorney-in-Fact
Bellevue, WA 98004
Address of local office and agent of Surety Company

Approved as to form 12/31/07 20____
Grant Wheel
CITY ATTORNEY

APPROVED
Joey [Signature]
CITY CLERK

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-4
P.O. Box 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115
call: 888-266-3488 or fax: 860-757-5835
Agency Code: 52-815037

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

*Charles A. Szopa, Barbara R. Johnson, Marie I. Matetich, David L. Eckroth, Karen A. Hunt of Anchorage, AK;
Peter H. Hammett, Carl Newman, Karen P. Dever, Deanna M. Meyer, Jill A. Boyle, Stuart A. O'Farrell,
Susan B. Larson, April L. Champagne, Scott Fisher, Stephen J. Wachter of Bellevue, WA*

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on July 21, 2003 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergenholtz

Paul A. Bergenholtz, Assistant Secretary

David T. Akers

David T. Akers, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 4th day of August, 2004, before me personally came David T. Akers, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hampden, Commonwealth of Massachusetts; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2007

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of *November 15, 2007*

Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 10, 2008

AGENDA ITEM: Interlocal Data Sharing Agreement between Washington State Department of Licensing and City of Marysville	AGENDA SECTION: New Business	
PREPARED BY: Gloria Hirashima, Community Development Director	AGENDA NUMBER:	
ATTACHMENTS 1. Department of Licensing Contract No. K-973	APPROVED BY: 	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

The City Council approved an agreement with the Washington State Department of Licensing in 2006 to enable consolidation of the City's business license system with the state's master license service. This program allows consolidated business license review for city and state licenses. It allows applicants to apply for their business license online and allows the state to issue a combined renewal license for state and City. The current data sharing agreement between the City and DOL expires in January 2009. The current contract will extend the data sharing agreement for 5 years.

RECOMMENDED ACTION: Approve interlocal data sharing agreement and authorize Mayor to sign contract.
COUNCIL ACTION:



STATE OF WASHINGTON
DEPARTMENT OF LICENSING
PO Box 9020 • Olympia, Washington 98507-9020

September 22, 2008

Cindy Moore
City of Marysville
80 Columbia Ave.
• Marysville, WA 98270

Received
SEP 23 2008
City of Marysville
Public Works &
Community Development

Dear Cindy:

Department of Licensing (DOL) Contract No. K- 973

Please find enclosed two original copies of the DOL Contract No. K973, which replaces K8448 expiring on 1/7/09. Please review and route for signature and return **both** signed copies to:

Denice Abbott
Department of Licensing
PO Box 9034
Olympia, WA 98507-9034

After DOL has signed, I will return one original with signatures to you for your files.

If you have any questions, please call (360)-664-0213 or E-Mail me at dabbott@dol.wa.gov.

Sincerely,

Denice Abbott
Contract Manager
Master License Service

Enclosure

cc: File

File Name: Contractor Letter Offer.doc

The Department of Licensing has a policy of providing equal access to its services.
If you need special accommodation, please call (360) 9023900 or TDD (360) 664-0116.



INTERLOCAL DATASHARING AGREEMENT
BETWEEN
THE STATE OF WASHINGTON
DEPARTMENT OF LICENSING
AND
THE CITY OF MARYSVILLE

This Agreement is made and entered into by and between the State of Washington Department of Licensing, hereinafter referred to as "DOL," and the City of Marysville, hereinafter referred to as "the City." DOL and the City enter into this Agreement pursuant to the authority granted by Chapter 39.34 RCW.

PURPOSE

It is the purpose of this Agreement to authorize the DOL Master License Service, (hereinafter referred to as "MLS") to act as the City's agent for business licensing activities, and to ensure that the City retains its full, lawful, regulatory and approval authority over all business licensing activities within its jurisdiction. This Agreement may also be referred to as a "MLS City Partnership Agreement".

THEREFORE, IT IS MUTUALLY AGREED THAT:

DEFINITIONS

As used throughout this Agreement, the following terms shall have the meanings set forth below:

"*Confidential Information*" shall mean information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.17 RCW or other state or federal statutes. Confidential Information includes, but is not limited to, Personal Information, agency source code or object code, and agency security data.

"*Partner*" shall mean any city entering into a MLS City Partnership Agreement with DOL.

"*Personal Information*," shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, e-mail addresses, credit card information, law enforcement records, financial identifiers, and other information that may be exempt from disclosure to the public or other unauthorized persons under either RCW 42.56 or other state and federal statutes.

"*RCW*" shall mean the Revised Code of Washington.

"*Subcontractor*" shall mean one not in the employment of a party to this Agreement, who is performing all or part of those services under this Agreement under a separate contract with a party to this Agreement. The terms "*Third Party*" and "*Agents*" in this Agreement includes subcontractors

STATEMENT OF WORK

The parties to this Agreement shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the exchange of data as set forth in the *Statement of Work*, **Attachment A** attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement will begin on January 9, 2009 and end five (5) years thereafter, unless terminated sooner as provided herein.

COMPENSATION

Services identified in this Agreement are provided by DOL at no charge with the exception of the following:

The City agrees to reimburse DOL for any fees charged by financial institutions and/or credit card processors to handle the City's license fees collected by credit card and/or other electronic means, for the internet filing process of the City's licensees.

The City agrees to reimburse DOL the costs of developing and producing ad hoc informational reports if reports are requested by the City and agreed-upon by DOL.

The City shall reimburse DOL expenses for the implementation of changes to the MLS process, if requested by the City and agreed-upon by DOL.

All project coordination costs, including travel-related expenses, shall be absorbed by the respective parties for their own staff.

BILLING PROCEDURES

DOL shall submit any invoices on a quarterly basis to the attention of: **Cindy Moore; City of Marysville; 80 Columbia Ave; Marysville, WA 98270**. Payment to DOL shall be made by warrant or account transfer by the City within thirty (30) calendar days of receipt of the invoice. Upon expiration of this Agreement, any claim for payment not already made shall be submitted within ninety (90) calendar days after the expiration date or the end of the fiscal year, whichever is earlier.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of each party, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. Unless otherwise agreed, all books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, DOL Internal Auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

CONFIDENTIALITY AND SAFEGUARDING OF CONFIDENTIAL INFORMATION

The use or disclosure by any party of any information acquired under this Agreement or information concerning another party for any purpose not directly connected with the administration of responsibilities with respect to this Agreement's *Statement of Work*, **Attachment A**, and pursuant to this Agreement's *Data Security Requirements*, **Attachment B**, is prohibited except by prior written consent of the other party or unless disclosure is otherwise required by law. Written consent must be signed by personnel authorized to bind the consenting party, and must be attached to the original Agreement.

The City shall not use or disclose Confidential Information in any manner that would constitute a violation of federal law or applicable provisions of Washington State law. The City agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of Confidential Information, in addition to *Data Security Requirements*, **Attachment B**. The City shall protect Confidential Information collected, used, or acquired under or in connection with this Agreement against unauthorized use, disclosure, modification or loss. The City shall ensure its employees and agents use the Confidential Information solely for the purposes of accomplishing this Agreement's *Statement of Work*, **Attachment A**.

The City agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of Confidential Information, as detailed in the *Data Security Requirements*, **Attachment B**. The City shall make information available to be amended, as directed by DOL, and shall incorporate any amendments into all the copies maintained by the City.

DOL reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used or acquired by the City through this Agreement, as detailed in the *Data Security Requirements*, **Attachment B**. The monitoring, auditing, or investigating may include, but is not limited to, Salting. "Salting" is the act of introducing data containing unique but false information that can be used later to identify inappropriate disclosure of data.

The City shall notify DOL in writing within one (1) business day of becoming aware of any unauthorized access, use or disclosure of Confidential Information.

Any breach of this clause may result in termination of the Agreement, the suspension of on-line access accounts and the demand for return of all Confidential Information.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

MEMORANDUM OF UNDERSTANDING (MOU)

Instructions that either Contract Manager determines to address more than day-to-day concerns, but which do not modify the terms of this contract, shall be documented by a written, numbered *Memorandum of Understanding*.

TERMINATION

Either party may terminate this Agreement upon ninety (90) calendar days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 business days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint two additional members to the Dispute Board. The Dispute Board shall review the facts, Agreement terms, and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, any of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable state and federal statutes and rules;
2. The terms of this Agreement;
3. *Statement of Work*, Attachment A;
4. *Data Security Requirements*, Attachment B; and
5. Any other provisions of the Agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising from it, is not assignable or delegable by any party in whole or in part, without the express prior written consent of the other parties.

WAIVER

A failure by any party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by personnel authorized to bind the party and attached to the original Agreement.

RIGHTS OF INSPECTION

Each party shall provide right of access to the other party, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to

monitor and evaluate performance, compliance, and/or quality assurance of internal policies and procedures, and/or records relating to the safeguarding, use, and disclosure of Confidential Information obtained or used as a result of this Agreement. Each party shall make available information necessary for the other party to comply with public's right to access, amend, and receive an accounting of any disclosure of their Confidential Information.

SUBCONTRACTING

With prior written consent, any party may enter into subcontracts for any of the work or services contemplated under this Agreement. Consent shall not be unreasonably withheld. The party issuing the subcontract is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement. To this end the provisions of this Agreement are declared to be severable.

CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement.

The Contract Manager for the City is:	The Contract Manager for DOL is:
Cindy Moore City of Marysville 80 Columbia Ave. Marysville, Washington 98270 Phone: 360-363-8205 Email: cmoore@marysvillewa.gov	Denice Abbott Master License Service Department of Licensing PO Box 9034 Olympia, Washington 98507-9034 Phone: 360-664-0213 Fax: 360-570-7875 Email: dabbot@dol.wa.gov

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

City of Marysville

State of Washington
 Department of Licensing

 Dennis Kendall Date
 Mayor

 Julie Knittle Date
 Assistant Director

Approved as to Form

Signature on File - 9 /10/2008

 Jerald Anderson, AAG Date

ATTACHMENT A
STATEMENT OF WORK

The City Shall:

Agree to the exclusive use of the "Master Application" and any required addenda for the process of applying for a City business license, and the exclusive use of the "MLS Licenses and Registrations" document for proof of City business licensure. If additional forms are identified as necessary for the processing of City licensee accounts, their design, creation, or collection will be a cooperative effort between DOL and the City.

Agree to the exclusive use of the Unified Business Identifier (UBI) number in conjunction with the physical location identification number used by DOL in the identification of licensees and license accounts in all communications with DOL.

Maintain remote on-line inquiry and update access to the MLS Database.

Accept responsibility for payment of all equipment, connection, access and maintenance charges related to the City's access into and use of the MLS Database.

Accommodate requirements for Master Application forms regardless of whether the transaction involves a City business license.

Ensure the timely availability to DOL of City Licensing and Information Technology staff. Staff will be knowledgeable of City operations and/or technology and be able to assist DOL staff with process improvements and/or troubleshooting.

Use commonly accepted security procedures to ensure that confidential information is not improperly disclosed. All City staff with access to confidential information will follow these security procedures and adhere to the confidentiality requirements of this Agreement, as detailed in **Attachment B, Data Security Requirements**.

Provide to DOL an annual report of the City's compliance with DOL Data Security Requirements as detailed in **Attachment B, Data Security Requirements**.

Provide copies of the City's Information Technology Security Policies and Procedures, upon request by DOL, as detailed in **Attachment B, Data Security Requirements**.

Provide advance notice to DOL of potential changes to City business licensing requirements, fees or processes to allow DOL the timely implementation of changes into any electronic or automated systems or procedures related to the administration of City's business licensing.

Upon request by DOL, provide statistical data associated with the MLS City Partnership Agreement such as Full Time Equivalent (FTE) savings, change in number of City licensees, and change in revenue flow.

DOL Shall:

Create, produce, issue, accept, and process new and renewal applications for City business licenses. In doing so, DOL will collect, process and disburse the respective City business license fees and licensing information received from applicants and licensees.

Issue licensing documents (Master Licenses) for City business licensees.

Maintain and update the MLS Database to the best of its ability. DOL shall not be responsible for system down time or other delays to the receipt of information or errors in the compilation of such information.

Provide informational reports to the City of the City's business licensees. City staff will determine which reports best suit their needs and the frequency that reports are required. Reports may include but are not limited to: daily lists of new business applications and renewals, fees processed each day, weekly list of pending accounts, and lists of businesses for which fees have been transferred.

Provide services through Internet-based or paper-based licensing processes, depending on the needs of the City and the capability of DOL.

Design and implement modifications to the MLS Database and establish any related procedures and forms.

Provide technical assistance in establishing and configuring appropriate MLS Database access and ensuring security of access for City staff.

Provide training to City staff in the use of the MLS Database upon execution of Agreement. Provide ongoing training to accommodate system or staff changes. Training will be provided onsite at City location or via internet/telephone, as agreed between both parties.

Notify the City of any changes anticipated to MLS processes or services as they become known, and mitigate the impacts that such changes may have upon the services provided.

Prepare any required computer system change request in coordination with the City, and place the request in a prioritized work queue for timely completion. DOL staff will be mindful of potential impacts to DOL and City Partners as a result of any proposed changes to the MLS process. DOL will assist City Partners in considering possible alternatives and determining the most feasible means of achieving the objective of a proposed change. DOL will review the proposed change with all City Partners potentially impacted and will attempt to reach consensus among all affected parties.

Microfilm or electronically image all paper documents submitted and maintain electronic representations of all filings completed via the Internet. DOL shall not maintain paper copies. The City will have access to information filed with DOL on paper or via the Internet through electronic access to the MLS Database. If the City requires a paper document, DOL will produce a copy from microfilm or electronic record. The copy will be certified, if required by the City.

ATTACHMENT B DATA SECURITY REQUIREMENTS

All technical and managerial practices detailed in this Agreement shall include the following data security controls, which shall apply to DOL data wherever it is located. Any DOL data transferred or made accessible to a Third Party requires prior written approval from DOL. All controls provided herein shall apply to Third Parties.

- Data Classification – Data provided by DOL is “Confidential” and the City must apply proper security policies and protection based on this rating to protect this data no matter where it is located: Flowing over a network, stored on hard drives, backup tape, or printed copies.
- Identification – On-line application access to DOL data will be identified by individual name. Data accessed through host to host transfers will be identified by service account or certificate, and if possible, IP address.
- Authentication – Access to DOL data through an application will be authenticated with individual accounts, and the password policy will enforce hardened passwords, and changed at least every 90 days. Batch data transfers of DOL data: “e.g.” host to host, must authenticate with a secure account.
- Authorization – Access to DOL data must be granted using least-privilege access controls – that is, insuring that only individuals who are authorized to access DOL data based upon a business requirement will be granted that access, and authorization controls will prevent all others from accessing DOL data.
- Physical Security – All City Information Technology assets that house or process DOL data will be physically secured from unauthorized access and physical access must be tightly controlled.
- Audit Logs – All access of DOL data, no matter where it exists, will be logged, with the following: name of individual accessing DOL data, date/time of access, record key being accessed, and reason for access. These logs will be maintained as long as the data is accessible, and then for three (3) years after DOL data is deleted. Audit logs should be reviewed regularly for suspicious activity.
- Limited Retention of Data – After DOL data is received, and used for the purpose stated in this contract, it must be deleted within thirty (30) days, unless longer retention is required by City, State or Federal law.
- Protection from Attack – Adequate measures such as IPS and IDS devices, and system log monitoring will be employed to insure that unauthorized users cannot successfully attack City Information Technology assets in a manner that allows DOL data to be compromised.
- Periodic Vulnerability Scanning and Penetration Testing – City Information Technology hosts and networks that hold or process DOL data will be periodically scanned for known vulnerabilities to see if vulnerabilities could be exploited.
- Regular Self Audits – Internal and independent audits to review DOL data protection and access should be conducted regularly. These audits will be at the City’s expense, and with DOL as the client.
- DOL Audits - DOL reserves the right, either through internal operations or a contractor, to audit and test compliance with the terms and conditions of this Agreement. This will require unobstructed access to employee databases and records in cooperation with the City and any Third Party Human Resources staff.
- Process to Apply Vendor Security Patches – City will have a formal procedure in place to install vendor-recommended security patches in a timely manner for all Information Technology assets, hosts and networks that process DOL data.

- Data Transmission over Unsecure Networks – Any DOL data transmitted over a shared network, such as the Internet, must be encrypted with at minimum 128-bit technology to protect against unauthorized access to data.
- Confidentiality and Security Awareness – The City will provide annual security training to educate their employees on best security practices, and have a Confidentiality Agreement signed by each individual who accesses DOL data.
- Off-Site DOL Data – All Data Security Requirements herein will apply to DOL data where ever it is stored. Best industry practices require business data to be backed up and stored off-site. If stored in a third-party facility, DOL data must be stored in an encrypted format for data protection.
- City IT Security Policies and Procedures – If requested by DOL, the City will provide an electronic copy of its IT security policies and procedures. This information will be treated as highly confidential by DOL, with very restricted access limited to the DOL data owner, internal audit staff, Chief Information Officer and IT Security Officer.
- Computer Incident Response – The City will have a Computer Incident Policy and Procedure program in place. If the City experiences a Computer Incident, DOL shall be notified within one (1) business day.
- **Annual Report of Data Security Compliance** – In lieu of a yearly audit by DOL, a report shall be provided to the DOL Contract Manager by September 1st of each year providing a detailed review of the City's protection of DOL data covering each requirement above. This report will be treated as highly confidential by DOL, with very restricted access limited to the DOL data owner, internal audit staff, Chief Information Officer and IT Security Officer.