

February 23, 2009

Marysville City Council Meeting
7:00 p.m.

City Hall

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Committee Reports

Presentations

A. 2008 Police Department Statistics. *

Audience Participation

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

1. Approval of February 2, 2009 City Council Work Session Minutes.
2. Approval of February 9, 2009 City Council Meeting Minutes.

Consent

3. Approval of February 4, 2009 Claims in the Amount of \$858,435.08 Paid by Check No.'s 53149 through 53287 with No Check No.'s Voided.
5. Authorize the Mayor to Sign the Limited Public Works Project between the City of Marysville and Diamond B Constructors, Inc. in the Amount of \$35,546.25 Including Washington State Sales Tax for HVAC Maintenance and Repair Services. *
6. Authorize the Mayor to Sign the Professional Services Agreement - Supplemental Agreement No. 1 with Otak, Inc. to the Stormwater Comprehensive Plan.
7. Acceptance of the Fixed Network AMR System Water Meter Equipment Procurement Project, Marking Initiation of the 45-Day Lien Filing Period for Project Closeout.
10. Authorize the Mayor to Sign the Professional Services Agreement – Amendment No. 1 with Makers, Inc. to Extend the Completion Date for the Downtown Infrastructure Plan to December 31, 2009.
11. Authorize the Mayor to Sign the Professional Services Agreement – Amendment No. 1 with Makers, Inc. to Extend the Completion Date for the Downtown Infrastructure Plan Planned Action EIS to December 31, 2009.

****These items have been added or revised from the materials previously distributed in the packets for the February 17, 2009 Work Session.***

Marysville City Council Meeting

February 23, 2009

7:00 p.m.

City Hall

12. Authorize the Mayor to Sign the Interlocal Agreement between the City of Lynnwood and the City of Marysville Concerning Electrical Inspection Services and Electrical Plan Review Services.

Review Bids

Public Hearings

New Business

9. Professional Services Agreement between City of Marysville and Otak, Inc. for Consultant Services in the Amount of \$99,996 for the Jones Creek Flood Damage Repairs Project. *
13. An **Ordinance** of the City of Marysville, Washington, Providing for Removal of Garbage Containers from City Rights of Way and Amending Chapter 7.08 of the Marysville Municipal Code.

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.

**These items have been added or revised from the materials previously distributed in the packets for the February 17, 2009 Work Session.*



Joint Marysville City Council and Planning Commission Work Session
February 2, 2009

Call to Order / Invocation / Pledge of Allegiance

Mayor Dennis Kendall called the February 2, 2009 work session of the Marysville City Council to order at 7:00 p.m. at Marysville City Hall and led those present in the Pledge of Allegiance.

Roll Call

The following staff, Council members and Planning Commission members 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
- Planning Commission:** Steve Muller, Steve Leifer, Jerry Andes, Deirdre Kvangnes
- Absent:** Planning Commissioners Becky Foster and Eric Emery
- Also Present:** Chief Administrative Officer Mary Swenson, Finance Director Sandy Langdon, City Attorney Grant Weed, Commander Robb Lamoureux, Community Development Director Gloria Hirashima, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Assistant Administrative Services Director, and Recording Secretary Laurie Hugdahl.

Presentations

Discussion Items

- A. Joint Discussion Regarding Impact Fees.

Planning Commission Chair Steve Muller informed the Council that the Planning Commission is in the process of developing recommendations for water and sewer rates; capital facilities fees; and proposed school district impact fees. He discussed how the economic condition has impacted those items.

There was significant discussion about capital facilities fees. Councilmember Seibert asked if the rate and fee comparison takes into account the rate study currently being done. Director Nielsen said that it does not. He reviewed how the General Facility Charge is calculated. Councilmember Seibert commented on the importance of having the fees paid up front. Director Nielsen concurred. It was noted that utility rates and fees are comparatively low right now, but would be adjusted when the annexation is done. Councilmember Seibert asked for information about the total amount of the fees before the discount is given. Director Nielsen reviewed these.

Commissioner Muller asked about the impetus changes in impact fees. Director Nielsen reviewed the process. There was discussion about decreased revenues and the impact on bond repayment.

Commissioner Leifer asked about legal restrictions on balancing the general facilities cost back to the monthly user fees. Director Nielsen explained that it must be equitable. He noted that there are formulas used to balance it all out. The upgrades needed to support growth have been made, but now they need the growth to pay for it. Commissioner Leifer asked about reducing the upfront cost and allowing developers to pay it over time. He felt it might be an enticement to developers due to the tight credit market. There was discussion about reducing fees or structuring them differently. Director Nielsen commented that discounts for commercial development have already been implemented. City Attorney Weed added that both the state law as well as case law gives cities some flexibility between how they spread the costs between monthly rates and capital facilities charges. There must be a reasonable relationship between the monthly rate and the actual cost of providing the service on the rate side. On the capital facilities fee there needs to be a capital facilities plan that supports the capital fees that are being charged.

CAO Swenson discussed earlier public opposition to proposed raises in commercial rates in Marysville. Commissioner Leifer reviewed a personal example. He noted that there is a fine line with many development projects that will allow a project to be done or not. Elimination of upfront costs could aid many projects. Commissioner Muller encouraged everyone to be creative in order to be more marketable.

Commissioner Kvangnes asked about the feasibility of deferment of some of the fees. Councilmember Seibert expressed concern about this. There would need to be some mechanism to protect the city in the event that the business goes out of business.

Director Hirashima added that they have had requests to look at the point of payment for capital improvement charges. Staff is discussing this currently. She noted that they changed the point of permit about three years ago from building permit issuance to final

plat approval and binding site plan. Some people have asked that this be changed back to building permit issuance. There was discussion about using a multi-family development property tax exemption in the downtown area. She discussed the possibility of doing a pilot project within the downtown master plan in order to be a catalyst for the downtown area. Director Nielsen commented that there is a discount for low impact development for storm water.

Commissioner Andes asked about collecting fees at the time of occupancy permitting. Director Hirashima indicated they could take a look at this.

CAO Swenson stated that they regularly look at ways to encourage commercial development. Staff meets regularly to discuss ways to help developers. She noted that the city's hands are tied by state code in many ways. Commissioner Muller encouraged the city to continue to make it known that they are willing to work with developers. Director Nielsen pointed out that one of the largest constraints for developers is storm water. Staff is considering direct discharge in the downtown region, which would be consistent with the 2005 DOE manual.

Councilmember Seibert asked how the cost of bond repayments is looking for the future. Director Nielsen explained that the cost is good, but the revenues are down. It was noted that the fee on the new bonds could be changed based on the current market cost. The costs for the old bonds will remain the same.

There was discussion about stormwater discharge, low impact development, and sewer treatment. Director Nielsen remarked on the benefits of the higher standards in Marysville, especially during major storm events. He indicated that they will continue to look for ways to keep the fees and rates down.

Commissioner Muller brought up the subject of impact fees for the school districts. There will be a hearing on this in March. He expressed frustration with the different formulas used by the different districts and the difficulty of comparing them. He noted that the Planning Commission will probably recommend a discount factor. Commissioner Muller felt that multi-family development should be promoted for downtown to support retail growth.

Councilmember Seibert thanked the Commission for their work on the Sunnyside/Whiskey Ridge Master Plan. Steve Muller thanked the Council and applauded the hard work of the Planning Commission. Commissioner Kvangnes thanked the City Council for their support. Donna Wright thanked the Planning Commission for their hard work.

Approval of Minutes

1. Approval of January 20, 2009 City Council Work Session Minutes.
2. Approval of January 26, 2009 City Council Meeting Minutes.

Consent

3. Approval of January 21, 2009 Claims in the Amount of \$2,530,288.94; Paid by Check No.'s 52868 through 53007 with no Check No.'s Voided.
4. Approval of January 28, 2009 Claims.

Review Bids

5. Award Bid for the Berrywoods Paving Project to Fidalgo Paving and Construction, LLC in the Amount of \$249,153.88 Including Washington State Sales Tax and Approve a Management Reserve of \$10,000 for a Total Allocation of \$259,153.88.

Carmen Rasmussen requested a more useful map. Director Hirashima indicated they would provide one.

Public Hearings

New Business

6. Acceptance of the SR 528 (47th Avenue NE to 67th Avenue NE) Road Improvements Project to Start the 45-Day Lien Filing Period for Project Closeout.

Jon Nehring said he was pleased that the cost was 14.36% less than the original bid amount.

Councilmember Seibert had a question about the completeness of this project. Director Nielsen indicated he would check on that.

7. Acceptance of the SR 9 Demolition Project to Start the 45-Day Lien Filing Period for Project Closeout.

There were no questions or comments on this item.

8. Supplemental Agreement Number 2 with HDR Engineering at no Additional Cost Amending the Scope of Work and Extending the Time for Completion to June 30, 2009.

There were no questions or comments on this item.

9. An **Ordinance** of the City of Marysville, Washington Amending Portions of Ordinance 616 as Amended and Ordinance 1456-A Providing for Removal of Garbage Containers and Sporting Equipment from City Rights of Way and Amending Chapters 7.08 and 12.40 of the Marysville Municipal Code.

Councilmember Rasmussen commented that there is no provision for how far in advance you can put your cans out. She suggested allowing sports equipment as long as it is in active use. Director Nielsen commented that staff would be reasonable in enforcing this and pointed out that it is a response to citizens' complaints. City Attorney Weed discussed issues associated with the Insurance Authority with risks and lawsuits. Mary Swenson suggested sending this to WCIA and see what their recommendation is. There was consensus to get legal clarification on this.

10. An Ordinance of the City of Marysville, Washington Authorizing the Condemnation, Appropriation, Taking and Damaging of Land at 6709 44th Street NE for the Widening of the Roadway at the Corner of 67th Avenue NE and 44th Street NE.

Kevin Nielsen stated that the fire trucks are having a hard time making this corner. The City is in negotiation with the property owner at this time.

Councilmember Seibert asked if this would make the radius large enough that trucks would be allowed on this road. Director Nielsen said it would be just for fire trucks; trucks would still be prohibited.

Legal

Mayor's Business

Mayor Kendall took a distinguished visitor trip on the Lincoln this weekend. It was a great experience.

The school district and the city have signed papers on the Cedar Field old YMCA which now belongs to the city. A press release will be coming soon.

Staff Business

Robb Lamoureux had no comments.

Sandy Langdon had no comments.

Jim Ballew:

- He distributed the updated Facilities Overview from the school district.
- February 28 will be Marysville Night at the Silvertips and residents will get a discount through the Silvertips.

Gloria Hirashima had no comments.

Kevin Nielsen had no comments.

Grant Weed:

- He stated that several bills are being reviewed and introduced that propose to amend the public records act. Most are beneficial to cities as far as reducing the burden of requests.
- He wants to update the council soon on the Open Public Meetings Act and the legislation regarding recording of executive sessions.
- He stated the need for an Executive Session to discuss four matters concerning the acquisition of real estate. He estimated that this would take 30 minutes and stated that there was potential action on one of the items.

Mary Swenson:

- They are closely watching the stimulus package. They attended a briefing with Congressman Larsen last Friday. She and Gloria Hirashima will be attending a meeting with Dick Thompson regarding the stimulus package next week.
- They are coordinating efforts with the Tulalips and have a scheduled a meeting with Bob Drewell of PSRC to meet with the Tulalips and Marysville.
- They are also watching all the legislation moving through Olympia right now.
- They are also working on getting meetings set up when we are in DC.

Call on Councilmembers

Jon Nehring asked for confirmation that the sand was being picked up. Director Nielsen noted that both trucks have been repaired and are back to picking up sand.

Jeff Vaughan had no comments.

Carmen Rasmussen had no comments.

Donna asked if they had scheduled a meeting with legislators following the AWC legislative conference. Mayor Kendall replied that they did not.

Lee Phillips had no comments.

John Soriano reported on the Public Safety Committee meeting where the following topics were covered:

- Update on Proact team:
 - The detectives are very focused on closing cases.
 - The team is also partnering with the Tribes and compiling the comprehensive database to deal with graffiti.
 - They are also partnering with Snohomish County and the number of fugitive apprehensions are up.
- Update on Patrol:
 - Looking at the possibility of second SRO on patrol.
 - Motor unit will be replacing their bikes. Four new bikes will have a new color scheme.
 - Brief overview the NITE team activities and some of their statistics.

- There was a table top exercise on January 29, which involved several departments.
- The department has established a Professional Standards Unit (PSU) which is working to analyze the operations and see where they can apply measurables. They are also reviewing the department's accreditation.
- Custody Update:
 - They are not quite fully staffed. One person still deployed in Iraq.
 - In-service going on in February.
- Sergeant's Assessment Center will be conducting tests on April 15.

Jeff Seibert thanked the Parks staff for putting together the Silvertips events. He discussed recent snow events in London.

Adjournment

Mayor Kendall recessed at 8:43 until 8:48 after which time they reconvened into Executive Session to discuss four items regarding the acquisition of real estate. There was potential action expected on one of the items.

Executive Session

A. Litigation

B. Personnel

C. Real Estate – 4 items concerning the acquisition of real estate pursuant to RCW 42.30.110(1)(b); potential action on one of the items

Motion made by Councilmember Seibert, seconded by Councilmember Nehring to authorize the Mayor to execute the CedarCrest Golf Course Lease as discussed in executive session. **Motion** passed unanimously (7-0).

Adjournment

Seeing no further business Mayor Kendall adjourned the meeting at 9:17 p.m.

Approved this _____ day of _____, 2009.

Mayor
Dennis Kendall

Asst. Admin. Svcs. Director
Tracy Jeffries

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Excuse Absence of Councilmember Lee Phillips	Approved
Presentations	
Approval of Minutes	
Approval of January 20, 2009 City Council Work Session Minutes.	Approved
Approval of January 26, 2009 City Council Meeting Minutes	Approved
Consent Agenda	
Approval of January 21, 2009 Claims in the Amount of \$2,530,288.94; Paid by Check No.'s 52868 through 53007 with no Check No.'s Voided.	Approved
Approval of January 28, 2009 Claims in the Amount of \$631,550.04; Paid by Check No.'s 53008 through 53148 with no Check No.'s Voided.	Approved
Acceptance of the SR 9 Demolition Project to Start the 45-Day Lien Filing Period for Project Closeout.	Approved
Authorize the Mayor to Sign the Supplemental Agreement Number 2 with HDR Engineering at no Additional Cost Amending the Scope of Work and Extending the Time for Completion to June 30, 2009.	Approved
Approval of February 5, 2009 Payroll in the Amount of \$1,324,384.07; Paid by Check No.'s 20917 through 20977.	Approved
Acceptance of the SR 528 (47th Avenue NE to 67th Avenue NE) Road Improvements Project to Start the 45-Day Lien Filing Period for Project Closeout.	Continued
Review Bids	
Award Bid for the Berrywoods Paving Project to Fidalgo Paving and Construction, LLC in the Amount of \$249,153.88 Including Washington State Sales Tax and Approve a Management Reserve of \$10,000 for a Total Allocation of \$259,153.88.	Approved
Public Hearings	
New Business	
Recovery Contract (Sewer) for Freed, LLC in the Amount of \$67,257.33.	Approved Recovery Contract #287
Legal	
Authorize the Mayor to execute the lease with the Marysville Little League.	Approved
Mayor's Business	
Staff Business	
Call on Councilmembers	
Adjournment	7:45 p.m.
Executive Session	Held
Litigation – 2 matters concerning pending litigation RCW 42.30.110(1)(i)	
Real Estate – 3 matters concerning real property acquisition RCW 42.30.110 (1)(b)	
Adjournment	8:19 p.m.

COUNCIL



MINUTES

Regular Meeting or Work Session

February 9, 2009

Call to Order / Invocation / Pledge of Allegiance

Mayor Dennis Kendall called the February 9, 2009 meeting of the Marysville City Council to order at 7:00 p.m. at Marysville City Hall and 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 Carmen Rasmussen, Councilmember Jeff Seibert, Councilmember John Soriano, Councilmember Jeff Vaughan and Councilmember Donna Wright

Absent: Councilmember Lee Phillips

Also Present: Chief Administrative Officer Mary Swenson, Finance Director Sandy Langdon, City Attorney Grant Weed, Chief Smith, Community Development Director Gloria Hirashima, Public Works Director Kevin Nielsen, and Assistant Administrative Services Director Tracy Jeffries.

Mary Swenson informed the Council that Councilmember Phillips called and can't make it tonight due to a sick child.

Motion made by Councilmember Soriano, seconded by Councilmember Seibert to excuse Councilmember Phillips. **Motion** passed unanimously (6-0).

Committee Reports

Councilmember Seibert reported on the Public Works Committee meeting last week where the following items were discussed:

- Solid waste study is complete. The information will come to Council soon.
- They also reviewed sewer and water connection requirements based on the health department's requirements. This will also be coming forward to Council.

Presentations

A. Strawberry Festival Pageant Contestant's Presentation.

Pageant director Jody Hiatt presented the contestants for the Marysville Strawberry Festival April Friesner Memorial Royalty Scholarship Pageant. Each of the following contestants gave a speech to the Council describing their experience, qualifications, and goals:

- Samantha Hall
- Shelby Hintze
- Erinn McPherson
- Jessica LaPlante
- Azzlinn Movales
- Rebecca Thomas

Audience Participation

Jennifer Burns, 14712 Bothell Way NE, Lake Forest Park, WA 98155 discussed how Lyndon LaRouche's views relate to the current economic crisis.

Joseph Fugate, 13204 37th Ave NE, Seattle WA 98125 also discussed the economic crisis in relation to Lyndon LaRouche.

Approval of Minutes

1. Approval of January 20, 2009 City Council Work Session Minutes.

Motion made by Councilmember Nehring, seconded by Councilmember Wright to approve the January 20, 2009 minutes as presented. **Motion** passed unanimously (6-0).

2. Approval of January 26, 2009 City Council Meeting Minutes.

Councilmember Carmen Rasmussen referred to the bottom of page 1. This should be corrected to read: "**probable** need for shade" rather than "**probably** need for shade".

Also, on the third bullet point of page two the minutes should reflect that the fees for Park Board meetings were being waived for the City facility rental for the Snohomish County Search and Rescue organization.

Councilmember Jon Nehring stated he believed he also congratulated the Mayor and Council members who received Service Awards.

Motion made by Councilmember Wright, seconded by Councilmember Rasmussen, to approve the January 26, 2009 minutes as corrected. **Motion** passed unanimously (6-0).

Consent Agenda

Councilmember Seibert requested that item #6 be removed from the consent agenda.

Motion made by Councilmember Soriano, seconded by Councilmember Seibert to approve Consent Agenda items 3,4,7,8, and 12 as follows:

3. Approval of January 21, 2009 Claims in the Amount of \$2,530,288.94; Paid by Check No.'s 52868 through 53007 with no Check No.'s Voided.
4. Approval of January 28, 2009 Claims in the Amount of \$631,550.04; Paid by Check No.'s 53008 through 53148 with no Check No.'s Voided.
7. Acceptance of the SR 9 Demolition Project to Start the 45-Day Lien Filing Period for Project Closeout.
8. Authorize the Mayor to Sign the Supplemental Agreement Number 2 with HDR Engineering at no Additional Cost Amending the Scope of Work and Extending the Time for Completion to June 30, 2009.
12. Approval of February 5, 2009 Payroll in the Amount of \$1,324,384.07; Paid by Check No.'s 20917 through 20977.

Motion passed unanimously (6-0).

6. Acceptance of the SR 528 (47th Avenue NE to 67th Avenue NE) Road Improvements Project to Start the 45-Day Lien Filing Period for Project Closeout.

Councilmember Seibert asked Public Works Director Kevin Nielson if the bump issue had been resolved. Director Nielsen replied that according to their bump analysis, the bump did not pose a problem. Councilmember Seibert disagreed with this. Director Nielsen indicated they would address this with the contractor and review this further. Councilmember Vaughan agreed that there was a problem with the bump in the paving.

Item #6 was removed from the agenda until the bump in the paving can be addressed at which time the item will be brought back to council.

Review Bids

5. Award Bid for the Berrywoods Paving Project to Fidalgo Paving and Construction, LLC in the Amount of \$249,153.88 Including Washington State Sales Tax and Approve a Management Reserve of \$10,000 for a Total Allocation of \$259,153.88.

Motion made by Councilmember Rasmussen, seconded by Councilmember Seibert, to award the bid for the Berrywoods Paving Project to Fidalgo Paving and Construction, LLC in the Amount of \$249,153.88 Including Washington State Sales Tax and Approve

a Management Reserve of \$10,000 for a Total Allocation of \$259,153.88. **Motion** passed unanimously (6-0).

New Business

11. Recovery Contract (Sewer) for Freed, LLC in the Amount of \$67,257.33.

Motion made by Councilmember Wright , seconded by Councilmember Soriano, to authorize to the Mayor to sign the Recovery Contract #287 (Sewer) for Freed, LLC in the Amount of \$67,257.33. **Motion** passed unanimously (6-0).

Legal

City Attorney Grant Weed handed out the proposed lease for the Little League facilities that are located where the 10th Street School is. The City is now the owner of the property. The school district previously had a lease with Marysville Little League for their use of the fields. He addressed the key points of the lease with council.

Councilmember Nehring expressed his support of this.

Motion made by Councilmember Rasmussen, seconded by Councilmember Seibert, to authorize the Mayor to execute the lease with the Marysville Little League for the Cedar Field baseball complex. **Motion** passed unanimously (6-0).

Mayor's Business

Mayor Kendall stated that he and Mary Swenson were in Olympia on Friday to testify regarding the 4-year university. He reviewed the status of this situation.

Staff Business

Kevin Nielson had no comments.

Darin Rasmussen had no comments.

Gloria Hirashima stated that the Qwuloolt project continues to move forward. The Corps of Engineers has taken over the project under federal jurisdiction. They will be responsible for doing a lot of the construction out on the site. They just issued an environmental assessment under the National Environmental Policy Act and have mailed out public notice to nearby properties. The City has an opportunity to comment on the project under the public notice period. Staff has asked the Corps to come do a workshop for staff and consultants. She noted that there is a possibility that the Corps will not go through the City's permitting process.

Sandy Langdon had no comments.

Grant Weed addressed the need to have an Executive Session to discuss five matters – two items concerning pending litigation and three items concerning real property acquisition. No action was expected. The estimated time for the Executive Session was 30 minutes.

Mary Swenson stated that:

- They are getting the meetings scheduled for the Washington DC trip.
- Sim Wilson, former owner and publisher of the *Marysville Globe* and *Arlington Times* and state legislator for 20 years, passed away last weekend.

Call on Councilmembers

Carmen Rasmussen had no comments.

John Soriano had no comments.

Jon Nehring requested an excused absence for next week's meeting.

Jeff Vaughan had no comments.

Donna Wright distributed a single-family resale report for December 2008.

Jeff Seibert had no comments.

Adjournment

Mayor recessed the meeting at 7:45 p.m. for a short break before reconvening into executive session to discuss five matters, two concerning pending litigation and three concerning real property acquisition with no action expected.

Executive Session

- A. Litigation – 2 matters concerning pending litigation, RCW 42.30.110 (1) (i)
- B. Personnel
- C. Real Estate – 3 matters concerning real property acquisition, RCW 42.30.110 (1) (b)

Motion made by Councilmember Nehring, seconded by Councilmember Seibert, to extend the Executive Session by ten minutes. **Motion** passed unanimously (6-0).

Adjournment

Seeing no further business, Mayor Kendall adjourned the meeting at 8:35 p.m.

Approved this _____ day of _____, 2009.

Mayor
Dennis Kendall

Asst. Admin. Svcs. Director
Tracy Jeffries

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 23, 2009

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 **February 4, 2009** claims in the amount of **\$858,435.08** paid by Check No.'s **53149 through 53287** with **no** Check No.'s voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-2

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 **\$858,435.08 PAID BY CHECK NO.'S 53149 THROUGH 53287 WITH NO CHECK NUMBER'S VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

[Handwritten Signature]

AUDITING OFFICER

2/5/09

DATE

MAYOR DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **4th DAY OF FEBRUARY 2009.**

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/29/2009 TO 2/4/2009

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
53149	ACE ACME SEPTIC SERVICE INC	SEPTIC SERVICE	00105380.541000.	739.92
53150	ADVANTAGE BUILDING SERVICES	JANITORIAL SERVICES	00100010.541010.	515.00
	ADVANTAGE BUILDING SERVICES		00100010.541010.	935.65
	ADVANTAGE BUILDING SERVICES		00101250.541010.	623.15
	ADVANTAGE BUILDING SERVICES		00101250.541010.	1,036.46
	ADVANTAGE BUILDING SERVICES		00103530.541010.	623.15
	ADVANTAGE BUILDING SERVICES		00103530.541010.	1,114.17
	ADVANTAGE BUILDING SERVICES		00105250.541000.	62.32
	ADVANTAGE BUILDING SERVICES		00105250.541000.	115.32
	ADVANTAGE BUILDING SERVICES		00105250.541000.	556.64
	ADVANTAGE BUILDING SERVICES		00105380.541000.	96.31
	ADVANTAGE BUILDING SERVICES		00105380.541000.	96.31
	ADVANTAGE BUILDING SERVICES		00105380.541000.	246.14
	ADVANTAGE BUILDING SERVICES		00105380.541000.	327.54
	ADVANTAGE BUILDING SERVICES		00105380.541000.	327.54
	ADVANTAGE BUILDING SERVICES		40141580.541000.	72.16
	ADVANTAGE BUILDING SERVICES		40142480.541000.	50.99
	ADVANTAGE BUILDING SERVICES		40142480.541000.	50.99
	ADVANTAGE BUILDING SERVICES		40142480.541000.	78.88
	ADVANTAGE BUILDING SERVICES		40142480.541000.	260.04
	ADVANTAGE BUILDING SERVICES		40142480.541000.	260.43
	ADVANTAGE BUILDING SERVICES		40143410.541000.	50.99
	ADVANTAGE BUILDING SERVICES		40143410.541000.	498.20
	ADVANTAGE BUILDING SERVICES		40143410.541000.	978.88
	ADVANTAGE BUILDING SERVICES		40143780.541000.	96.31
	ADVANTAGE BUILDING SERVICES		40143780.541000.	209.38
	ADVANTAGE BUILDING SERVICES		40143780.541000.	258.50
	ADVANTAGE BUILDING SERVICES		40143780.541000.	453.20
53151	ROY A ALDERMAN	REIMBURSE MILEAGE	40143410.543010.	119.79
53152	AM TEST INC	WATER ANALYSIS	40140780.541000.	750.00
53153	ARAMARK UNIFORM SERVICES	MAT CLEANING-WWTP	40142480.541000.	11.53
53154	ASCOM HASLER/GE CAP PROG	POSTAGE METER	00100110.531000.	44.27
	ASCOM HASLER/GE CAP PROG		00100310.531000.	44.27
	ASCOM HASLER/GE CAP PROG		00101023.531000.	44.27
	ASCOM HASLER/GE CAP PROG		00101130.531000.	44.27
	ASCOM HASLER/GE CAP PROG		00143523.531000.	44.27
53155	WASPC	ELEC HOME MONITORING 12-08	00103960.551000.	3,168.25
53156	AYERS DISTRIBUTING	CANDY FILLED EASTER EGGS	001.231700.	-115.60
	AYERS DISTRIBUTING		00105120.531050.	1,475.60
53157	EDWINA BENHAM	UTILITY TAX REBATE	00102520.549010.	32.85
	EDWINA BENHAM		40143410.549070.	59.94
53158	OWEN EQUIPMENT COMPANY	RELAY BASE,SPRING CLIP	50100065.534000.	70.06
	OWEN EQUIPMENT COMPANY	RELAY	50100065.534000.	96.99
53159	BIRD-X, INC	ULTRASONIC BIRD REPELLENT	401.231700.	-106.82
	BIRD-X, INC		40143410.535000.	1,363.52
53160	BOB BARKER COMPANY INC	INMATE SUPPLIES	00103960.531000.	724.01
53161	DOUG BUELL	REIMBURSE LASER POINTER PURCH	00100720.549000.	28.20
53162	THE CAD ZONE, INC	CRASH ZONE 3D SOFTWARE	10308521.535000.0911	662.31
53163	LILA CARLSON	UTILITY TAX REBATE	00102520.549010.	9.26
53164	CARR'S ACE HARDWARE	WP BOXES,GASKET	40140180.531000.	13.31
	CARR'S ACE HARDWARE	SUMP PUMP PARTS	40140180.531000.	121.37
	CARR'S ACE HARDWARE	SS CLAMPS,CRACK SEALER	40142280.548000.	28.00
	CARR'S ACE HARDWARE	90*ELBOW,TUBING CUTTER,SLEEVE	40142480.535000.	15.48
	CARR'S ACE HARDWARE	PVC CEMENT,COUPLERS,BALL VLV	40142480.548000.	13.88
53165	CDW GOVERNMENT INC	SYMANTEC MAINT AGREEMENT	50300090.541000.	2,742.34
53166	CERTIFIED LABORATORIES DIVISION	OIL,CABLE LUBE,CHAIN	40142480.531300.	315.16
53167	VIRGINIA CHAMBERS	UTILITY TAX REBATE	00102520.549010.	66.71

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53168	BARBARA L. CHURCH	UTILITY TAX REBATE	00102520.549010.	13.46
53169	CLEARWIRE	WIRELESS NETWORK SERVICES	40140080.542000.	186.72
	CLEARWIRE		50300090.542000.	91.97
53170	CLYDE WEST	PLATE,SPRINGS,MOUNTING BOLTS	50100065.534000.	131.82
	CLYDE WEST	TOP DISC	50100065.534000.	186.64
	CLYDE WEST	CURTAIN SET,SKID PLATES,SPRING	50100065.534000.	2,296.76
53171	SCOTT CONNOR	INSTRUCTOR SERVICES	00105250.541020.	92.00
53172	CO-OP SUPPLY	PROPANE	00105380.531000.	6.89
	CO-OP SUPPLY	WRENCH SET,RODENT TRAPS	00105380.531000.	28.18
	CO-OP SUPPLY	(12) STRAW BALE	00105380.531000.	77.99
	CO-OP SUPPLY	MAG PARTS TRAY,SPRING	40142480.548000.	59.20
53173	WA DEPT OF CORRECTIONS	INMATE MEALS	00103960.531250.	1,436.92
	WA DEPT OF CORRECTIONS		00103960.531250.	1,481.62
53174	DALLA CRAM	UTILITY TAX REBATE	00102520.549010.	23.92
53175	ELLEN E CRIGER		00102520.549010.	42.96
	ELLEN E CRIGER		40143410.549070.	42.66
	ELLEN E CRIGER		40143410.549071.	111.42
53176	LORRAINE CRONK		00102520.549010.	47.11
53177	CRYSTAL SPRINGS	WATER COOLER RENTAL/WATER	40142480.531330.	92.00
53178	CUB SCOUTS PACK 80	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
53179	DATABASE SECURE RECORDS DESTRUCTIO	MONTHLY SHREDDING SERVICE	00105250.531000.	8.50
53180	DELL MARKETING LP	MISC PERIPHERAL	50300090.531000.	12.40
	DELL MARKETING LP	LAPTOP KEYBOARD REPLACEMENT	50350390.535000.RPLC	59.62
53181	ELDON DENNIS	LEOFF 1 REIMBURSEMENT	00103010.541100.	580.40
53182	ARLINE DEPALMA	INSTRUCTOR SERVICES	00105250.541020.	132.00
53183	DICKS TOWING INC	TOWING CHARGES MPD 09-0198	00103121.541000.	43.40
	DICKS TOWING INC	TOWING CHARGES	00103222.541000.	43.40
53184	RICHARD T. DILDINE	UTILITY TAX REBATE	00102520.549010.	60.99
53185	DOCUMENT SCANNING SYSTEMS & IMAG.	ACTIVATING PICTURE VIEWER MOD	001.231700.	-127.50
	DOCUMENT SCANNING SYSTEMS & IMAG.		00103960.541000.	1,627.50
53186	BERYL DOUGLAS	UTILITY TAX REBATE	00102520.549010.	37.64
53187	E&E LUMBER INC	SAND BLOCK,SANDPAPER,THINNER	00105380.531000.	16.57
	E&E LUMBER INC	PAINT POLE,LIGHT BULBS	40143780.531000.	40.60
53188	MARK ECKERT	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
53189	WA DEPARTMENT OF ECOLOGY	BIOSOLIDS PERMIT 2ND HALF	40143410.553200.	2,089.23
53190	FENCE SYSTEMS NW INC	REPAIR FENCE @ EDWARD SPRINGS	40140080.548000.	2,056.08
53191	EMERALD HILLS COFFEE SERVICE	COFFEE SUPPLIES @ KBSCC	10605250.549000.	150.58
53192	EVERETT CARBONIC	SCBA TANK PRESSURE TESTS	40141580.541000.	56.47
53193	THE EVERETT CLINIC	INMATE MEDICAL CARE	00103960.541000.	28.00
53194	EVERETT OFFICE FURNITURE	DESK,RETURN,BOX,BOX FILE	00103530.531000.	560.37
53195	EVERETT SOUND MACHINE WORKS, INC.	REPLACE SLEEVE,SCREW PUMP JRNL	40142480.548000.	407.25
53196	FEDEX	SHIPPING EXPENSE	00101023.531000.	60.85
53197	VIRGINIA FOSTER	UTILITY TAX REBATE	00102520.549010.	25.35
53198	FREEDOM SYSTEMS, INC	CAMERA SERVICE	00105380.541000.	54.25
	FREEDOM SYSTEMS, INC	CAMERA,HARD DRIVE UPDATES	31000076.563000.P0902	2,164.58
53199	GALLS INC	PERMANENT MOUNT CO PILOT LIGHT	501.141100.	42.29
53200	GENERAL CHEMICAL CORP	ALUM SULFATE 11.538 DRY TON	40142480.531320.	4,034.54
53201	GRIFFIN PAINT & CONSTRUCTION	SANDING DOORS/JAMS/MATERIALS	40143780.531000.	101.61
53202	DENISE GRITTON	REIMBURSE GFOA REGISTRATION	00101023.549000.	370.00
53203	HACH COMPANY	STABLCAL STD, 20 NTU 1000ML	40142480.531330.	123.95
53204	BARBARA J. HANSEN	UTILITY TAX REBATE	00102520.549010.	28.71
53205	ROSE HAYES	INSTRUCTOR SERVICES	00105250.541020.	28.00
53206	HD FOWLER COMPANY	(12) RESETTERS	401.141400.	1,008.40
	HD FOWLER COMPANY	POLYMER LIDS WITH WINDOWS	401.141400.	1,970.90
	HD FOWLER COMPANY	UNION,PIPE SEAL	40142480.548000.	32.51
53207	HD SUPPLY WATERWORKS, LTD	3" PVC CAP	40141580.548000.	3.95
53208	SNOHOMISH COUNTY HUMAN SERVICES	LIQUOR BOARD PROFIT/EXCISE TAX	00199566.551000.	910.79

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53208	SNOHOMISH COUNTY HUMAN SERVICES	LIQUOR BOARD PROFIT/EXCISE TAX	00199566.551000.	1,217.30
53209	IACIS	TRAINING-HENDRICKSON, J	00103222.549100.	1,995.00
53210	IOS CAPITAL	COPIER CHARGES	00100020.545000.	401.82
	IOS CAPITAL		00100030.545000.	52.39
	IOS CAPITAL		00100050.545000.	70.66
	IOS CAPITAL		00100110.545000.	117.78
	IOS CAPITAL		00100310.545000.	92.19
	IOS CAPITAL		00100720.545000.	45.16
	IOS CAPITAL		00101023.545000.	45.02
	IOS CAPITAL		00101130.545000.	45.02
	IOS CAPITAL		00102020.545000.	197.26
	IOS CAPITAL		00103121.545000.	136.58
	IOS CAPITAL		00103222.545000.	17.44
	IOS CAPITAL		00103960.545000.	5.13
	IOS CAPITAL		00104190.545000.	9.42
	IOS CAPITAL		00104190.545000.	92.44
	IOS CAPITAL		00104190.545000.	319.26
	IOS CAPITAL		00105250.545000.	16.44
	IOS CAPITAL		00105380.545000.	187.42
	IOS CAPITAL		00105515.545000.	79.28
	IOS CAPITAL		00143523.545000.	40.37
	IOS CAPITAL		10111230.545000.	9.43
	IOS CAPITAL		40142480.545000.	13.73
	IOS CAPITAL		40143410.545000.	432.32
	IOS CAPITAL		42047165.545000.	12.62
	IOS CAPITAL		50100065.545000.	22.28
	IOS CAPITAL		50200050.545000.	7.57
53211	J CREW FACTORY STORES	REFUND BUSINESS LICENSE FEES	00100321.319000.	50.00
53212	KAMAN INDUSTRIAL TECHNOLOGIES	CHAIN PIN EXTRACTOR, LINK	00100010.531000.	38.30
	KAMAN INDUSTRIAL TECHNOLOGIES	V BELTS	40142480.548000.	148.08
	KAMAN INDUSTRIAL TECHNOLOGIES	TRANSFORMERS	40142480.548000.	1,083.93
53213	KELLER SUPPLY COMPANY	TOILET SEATS	00112572.531000.	64.53
53214	DENNIS KENDALL	REIMBURSE AIRFARE	00100110.543000.	179.60
53215	SHIRLEY KEYS	UTILITY TAX REBATE	00102520.549010.	33.28
53216	KPFF CONSULTING ENGINEERS	PAY ESTIMATE # 38	30500030.563000.R0301	29,908.63
53217	LASTING IMPRESSIONS INC	UNIFORMS & EMBROIDERY	00105380.526000.	2,032.90
	LASTING IMPRESSIONS INC	(12) BEANIE HATS	501.141100.	145.82
53218	KEN & WINIFRED LEE	UTILITY TAX REBATE	00102520.549010.	41.58
53219	LIGHTCAP, LINDA & ROBERT	UB 844000000001 7003 79TH DR N	401.122110.	57.59
53220	LINKS TURF SUPPLY INC	GLOVES	42047165.526000.	60.59
53221	LITTLE RED WEAVER BIRD, INC	INSTRUCTOR SERVICES	00105120.541020.	56.00
	LITTLE RED WEAVER BIRD, INC		00105120.541020.	104.00
	LITTLE RED WEAVER BIRD, INC		00105120.541020.	144.00
	LITTLE RED WEAVER BIRD, INC		00105120.541020.	192.00
	LITTLE RED WEAVER BIRD, INC		00105120.541020.	280.00
	LITTLE RED WEAVER BIRD, INC		00105120.541020.	360.00
	LITTLE RED WEAVER BIRD, INC		00105120.541020.	1,152.00
53222	LOWES HIW INC	CLEAR PRISMATIC	00100010.531000.	12.11
	LOWES HIW INC	PVC, INSULATION	40141580.548000.	14.45
53223	LUCILLE LUCIER	UTILITY TAX REBATE	00102520.549010.	32.64
53224	M LEE SMITH PUBLISHERS	WA EMPLOYMENT LAW LETTER	00100310.549000.	227.00
53225	MARYSVILLE FIRE DIST #12	FIRE/EMERGENCY AID CONTROL	00109522.551000.	433,388.77
	MARYSVILLE FIRE DIST #12		00109526.551000.	198,656.38
53226	MARYSVILLE PRINTING	SOCCER PRINTED FLYERS	00105120.531030.	461.78
	MARYSVILLE PRINTING	PRINTED TWO-PART OFFER PARTS	00105515.531000.	166.97
53227	MEMORY4LESS	MEMORY REPLACEMENTS	503.231700.	-45.28
	MEMORY4LESS		50300090.531000.	577.97

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53228	MOTOR TRUCKS INC	ANTIFREEZE	501.141100.	106.34
53229	HERMAN MOUNT	LEOFF 1 REIMBURSEMENT	00103010.541100.	98.00
53230	NEXTEL COMMUNICATIONS	ACCT #495802314	50300090.542000.	17.66
	NEXTEL COMMUNICATIONS		50300090.542000.	17.66
	NEXTEL COMMUNICATIONS		50300090.542000.	17.66
	NEXTEL COMMUNICATIONS		50300090.542000.	31.26
	NEXTEL COMMUNICATIONS		50300090.542000.	35.32
	NEXTEL COMMUNICATIONS		50300090.542000.	35.32
	NEXTEL COMMUNICATIONS		50300090.542000.	35.32
	NEXTEL COMMUNICATIONS		50300090.542000.	52.98
	NEXTEL COMMUNICATIONS		50300090.542000.	52.98
	NEXTEL COMMUNICATIONS		50300090.542000.	54.44
	NEXTEL COMMUNICATIONS		50300090.542000.	70.64
	NEXTEL COMMUNICATIONS		50300090.542000.	79.00
	NEXTEL COMMUNICATIONS		50300090.542000.	91.58
	NEXTEL COMMUNICATIONS		50300090.542000.	99.92
	NEXTEL COMMUNICATIONS		50300090.542000.	131.15
	NEXTEL COMMUNICATIONS		50300090.542000.	190.12
	NEXTEL COMMUNICATIONS		50300090.542000.	202.08
	NEXTEL COMMUNICATIONS		50300090.542000.	204.63
	NEXTEL COMMUNICATIONS		50300090.542000.	207.32
	NEXTEL COMMUNICATIONS		50300090.542000.	213.22
	NEXTEL COMMUNICATIONS		50300090.542000.	216.20
	NEXTEL COMMUNICATIONS		50300090.542000.	259.15
	NEXTEL COMMUNICATIONS		50300090.542000.	533.50
	NEXTEL COMMUNICATIONS		50300090.542000.	1,485.07
53231	NEXTEL COMMUNICATIONS	ACCT #130961290	40141580.531000.	62.99
	NEXTEL COMMUNICATIONS		40142280.531000.	62.99
53232	NORTH COAST ELECTRIC COMPANY	ATDR15 600 V CC TD FUSE	40141580.548000.	232.49
	NORTH COAST ELECTRIC COMPANY	ATQ3-1/2 600 V CC TD FUSE	40141580.548000.	371.15
53233	NORTHSTAR CHEMICAL INC.	SODIUM HYPOCHLORITE 520 GAL	40141580.531320.	1,263.89
53234	NORTHWEST CASCADE INC	HONEY BUCKET	00105380.545000.	103.33
53235	NORTH WEST INSTRUMENT SERVICES	ANNUAL CALIBRATION	40142480.541000.	103.08
53236	NORTHWESTERN AUTO REBUILD INC	REPAIR ACCIDENT DAMAGE 03 FORD	50100065.548000.	1,302.93
53237	VANCE P ODELL	PUBLIC DEFENSE FEES	00105515.541040.	6,000.00
53238	OFFICE DEPOT	OFFICE SUPPLIES	00100020.531000.	12.14
	OFFICE DEPOT		00100020.531000.	23.25
	OFFICE DEPOT	REFUND OFFICE SUPPLIES	00101023.531000.	-10.03
	OFFICE DEPOT	OFFICE SUPPLIES	00101023.531000.	4.44
	OFFICE DEPOT		00101023.531000.	498.38
	OFFICE DEPOT		00103010.531000.	28.00
	OFFICE DEPOT		00103010.531000.	124.63
	OFFICE DEPOT		00103010.531000.	249.26
	OFFICE DEPOT		00103121.531000.	12.37
	OFFICE DEPOT		00103121.531000.	75.84
	OFFICE DEPOT		00103222.531000.	153.39
	OFFICE DEPOT		00103222.531000.	258.46
	OFFICE DEPOT		00103960.531000.	28.00
	OFFICE DEPOT		00104190.531000.	5.00
	OFFICE DEPOT		00104190.531000.	20.03
	OFFICE DEPOT		00104190.531000.	30.00
	OFFICE DEPOT		00104190.531000.	126.81
	OFFICE DEPOT		40140780.531000.	240.94
	OFFICE DEPOT		40142380.531000.	57.35
	OFFICE DEPOT		40142480.531000.	28.90
	OFFICE DEPOT		40142480.531000.	56.03
	OFFICE DEPOT		40143410.531000.	12.13

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53238	OFFICE DEPOT	OFFICE SUPPLIES	40143410.531000.	23.24
	OFFICE DEPOT	WALL PLANNER	42047165.531000.	16.98
	OFFICE DEPOT	OFFICE SUPPLIES	50100065.531000.	1.35
	OFFICE DEPOT		50100065.531000.	2.58
	OFFICE DEPOT		50200050.531000.	1.35
	OFFICE DEPOT		50200050.531000.	2.58
53239	ORKIN EXTERMINATING	SERVICE @ PSB	00100010.548000.	45.60
	ORKIN EXTERMINATING	SERVICE @ CITY HALL	00103530.548000.	82.87
	ORKIN EXTERMINATING	SERVICE @ CABOOSE	00105380.548000.	57.79
	ORKIN EXTERMINATING	SERVICE @ LIBRARY	00112572.548000.	45.60
	ORKIN EXTERMINATING	SERVICE @ WWTP	40142480.549000.	61.52
	ORKIN EXTERMINATING	SERVICE @ PW	40143410.548000.	50.16
53240	P.F. PETTIBONE & CO	MINUTE BOOKS AND PAPER	001.231700.	-8.88
	P.F. PETTIBONE & CO		00101130.549000.	113.33
53241	PACIFIC TOPSOILS INC	CONCRETE DUMP	10110361.531000.	115.00
	PACIFIC TOPSOILS INC		10110361.531000.	115.00
	PACIFIC TOPSOILS INC		10110361.531000.	204.00
53242	THE PARTS STORE	LEFT HAND DRILL BITS	40142480.535000.	40.07
	THE PARTS STORE	TRANS FILTER KIT	50100065.534000.	14.34
53243	LAURIE HUGDAHL	MINUTE TAKING SERVICE	00101130.541000.	133.30
53244	PETROCARD SYSTEMS INC	FUEL CONSUMED-ENG/ENG SURF WTF	00100020.532000.	93.33
	PETROCARD SYSTEMS INC	FUEL CONSUMED-POLICE	00103222.532000.	3,059.40
	PETROCARD SYSTEMS INC	FUEL CONSUMED-PRKS & REC	00105380.532000.	583.15
	PETROCARD SYSTEMS INC	FUEL CONSUMED-STREETS	10111230.532000.	1,224.67
	PETROCARD SYSTEMS INC	FUEL CONSUMED-OPERATION/SANA	40143880.532000.	2,480.00
	PETROCARD SYSTEMS INC	FUEL CONSUMED-ENG/ENG SURF WTF	40145040.532000.	31.10
	PETROCARD SYSTEMS INC	FUEL CONSUMED-OPERATION/SANA	41046060.532000.	2,515.48
	PETROCARD SYSTEMS INC	FUEL CONSUMED-GOLF	42047165.532000.	15.46
53245	UNITED STATES POSTAL SERVICE	POSTAGE ACCOUNT TMS # 64291	00143523.542000.	4,000.00
53246	UNITED STATES POSTAL SERVICE	1/27/09 RSO MAILING (1,300)	00103121.551000.	179.47
53247	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #475-001-792-5	00105380.547000.	136.93
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #829-000-110-9	10110463.547000.	102.40
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #246-001-703-7	10111864.547000.	55.07
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #490-001-234-7	10111864.547000.	115.20
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #614-001-193-0	10111864.547000.	161.53
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #314-002-822-0	10111864.547000.	164.99
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #989-005-144-5	10111864.547000.	182.14
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #498-001-707-5	10111864.547000.	210.80
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #414-001-219-8	40140180.547000.	31.28
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #450-033-638-5	40142280.547000.	44.39
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #525-001-287-8	40142280.547000.	167.21
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #399-001-695-2	40142480.547000.	517.18
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #526-001-076-3	40143780.547000.	39.22
53248	PUGET SOUND SECURITY	DUPLICATE KEY MADE	00105380.531000.	3.20
53249	HOWARD RADERMACHER	ENTERTAINER @ KBSCC	00105250.531050.	75.00
53250	RAILROAD MANAGEMENT COMPANY III, LL	RENT-WATER/SEWER CROSSINGS	40143410.549000.	90.75
53251	JEAN RANDULSON	UTILITY TAX REBATE	00102520.549010.	20.63
53252	LYNN SCHROEDER	REIMBURSE WATER/REFRESHMENTS	00100110.549000.	43.57
53253	EVIE SCRIBNER	INSTRUCTOR SERVICES	00105250.541020.	96.00
53254	SEATTLE MARINERS	(50) TICKETS 6/24/09 GAME	00105120.531050.	132.00
	SEATTLE MARINERS	(50) TICKETS 7/9/09 GAME	00105120.531050.	132.00
	SEATTLE MARINERS	(50) TICKETS 9/1/09 GAME	00105120.531050.	132.00
	SEATTLE MARINERS	(50) TICKETS 8/14/09 GAME	00105120.531050.	300.00
53255	THE SECRET CHEF	REFUND BUSINESS LIC FEES	00100321.319000.	50.00
53256	SECURE ALERT, INC	TRACKER PAL MONITORING 12-08	00103960.541000.	601.00
53257	CRAIG SHANKLE	INSTRUCTOR SERVICES	00105250.541020.	20.00
53258	DOROTHY SILL	UTILITY TAX REBATE	00102520.549010.	12.74

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53259	RAY SIZEMORE	LEOFF 1 REIMBURSEMENT	00103010.541100.	27.00
53260	SMITH FIRE SYSTEMS INC	REPAIR SPRINKLER HEADS	00100010.548000.	622.79
53261	SMOKEY POINT CONCRETE	SIDEWALK REPAIR	10110361.531000.	1,217.37
53262	SNO CO EDC	PUBLIC INVESTOR-2009	00100110.549000.	10,000.00
53263	SOLID WASTE SYSTEMS INC	JOYSTICK CAN CONTROLS	50100065.534000.	957.09
53264	SOUND PUBLISHING INC	ORD'S,REST OPER/ACCT#88522147	00101130.544000.	193.07
	SOUND PUBLISHING INC		42047061.544000.	58.37
53265	SOUND PUBLISHING INC	NOTICES-ACCT#88522149	00100020.549000.	188.58
	SOUND PUBLISHING INC		10111561.549000.	175.11
	SOUND PUBLISHING INC		30500030.563000.R0903	98.78
53266	SOUND PUBLISHING INC	LEGAL NOTICES-ACCT#88522148	00102020.544000.	467.95
53267	SOUND SAFETY PRODUCTS CO INC	VINYL GLOVES	00103222.531000.	349.91
	SOUND SAFETY PRODUCTS CO INC	COVERALLS-DAY, SAM	00105380.526000.	80.54
53268	SHERRI SOVERNS	REIMBURSE COFFEE FOR MTG'S	00100110.549000.	6.96
53269	VIRGINIA STEWERT	UTILITY TAX REBATE	00102520.549010.	44.60
	VIRGINIA STEWERT		40143410.549070.	42.66
	VIRGINIA STEWERT		40143410.549071.	111.42
53270	STRAWBERRY LANES	BOWLING OUTING -ASAP PROGRAM	00105120.531070.	51.00
53271	BONITA STUNS	UTILITY TAX REBATE	00102520.549010.	84.01
53272	SUBURBAN PROPANE	PROPANE	42047165.532000.	1,138.85
53273	THOMPSON PUBLISHING GROUP INC	HIPAA PRIVACY HANDBOOK	001.231700.	-36.43
	THOMPSON PUBLISHING GROUP INC		00100310.549000.	464.93
53274	TITLE MANAGEMENT AGENCY	UB 290800000001 6000 135TH PL	401.122110.	364.18
53275	THE GREATER MARYSVILLE TULALIP	2009 MEMBERSHIP DUES	00100090.549000.	1,265.00
53276	JOHN VAN SOEST	UTILITY TAX REBATE	00102520.549010.	81.14
53277	VCA ANIMAL MEDICAL CENTER	ANIMAL CARE, CRIMINAL CASE	00104230.541000.	2,648.49
53278	WILLIAM AND KAROLINE VEESENMEYER	UTILITY TAX REBATE	00102520.549010.	62.40
53279	VERIZON NORTHWEST	ACCT #101451140308	00100010.542000.	130.95
	VERIZON NORTHWEST	ACCT #100152074306	00103530.542000.	105.33
	VERIZON NORTHWEST	ACCT #101543765602	00104000.542000.	35.05
	VERIZON NORTHWEST	ACCT #101543766403	00104000.542000.	35.05
	VERIZON NORTHWEST	ACCT #101543764801	00104000.542000.	87.85
	VERIZON NORTHWEST	ACCT #101543767204	00104000.542000.	87.85
	VERIZON NORTHWEST	ACCT #107747568401	00104190.542000.	52.67
	VERIZON NORTHWEST	ACCT # 0302781025645669	00105380.542000.	54.49
	VERIZON NORTHWEST	ACCT #10624354707	10111864.547000.	179.98
	VERIZON NORTHWEST	ACCT #105543546905	40140180.547000.	50.21
	VERIZON NORTHWEST	ACCT #0064811477782	40141580.547000.	100.58
	VERIZON NORTHWEST	ACCT #105660553702	40142280.542000.	332.70
	VERIZON NORTHWEST	ACCT #1101641995410	40143410.542000.	30.20
	VERIZON NORTHWEST	ACCT #1101841995100	40143410.542000.	30.20
	VERIZON NORTHWEST	ACCT #1104741995604	40143410.542000.	30.20
	VERIZON NORTHWEST	ACCT #101642285704	40143410.542000.	30.62
	VERIZON NORTHWEST	ACCT #1101341996104	40143410.542000.	65.68
	VERIZON NORTHWEST	ACCT #1103241996301	40143410.542000.	65.68
	VERIZON NORTHWEST	ACCT #1108541996810	40143410.542000.	65.68
	VERIZON NORTHWEST	ACCT #1105841995206	40143410.542000.	75.82
	VERIZON NORTHWEST	ACCT #106853520208	40143780.542000.	52.67
53280	WASTE MANAGEMENT NORTHWEST	YARDWASTE,RECYCLE SERVICE 1/09	41046290.541000.	75,074.68
53281	INA H WATSON-DALBEY	UTILITY TAX REBATE	00102520.549010.	49.92
53282	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES-PRKS	00105380.531400.	96.49
	WAXIE SANITARY SUPPLY		00105380.531400.	1,154.64
53283	WESTERN FACILITIES SUPPLY INC	JANITORIAL SUPPLIES-RESTAURANT	42047165.531700.	164.47
53284	WASHINGTON FINANCE OFFICERS ASSOC	2009 DUES-GRITTON	00101023.549000.	50.00
	WASHINGTON FINANCE OFFICERS ASSOC	2009 DUES-LANGDON	00101023.549000.	50.00
	WASHINGTON FINANCE OFFICERS ASSOC	2009 DUES-NIELD	00101023.549000.	50.00
53285	WHISTLE WORKWEAR	PANTS-ERGA	40143410.526200.	102.59

DATE: 2/4/2009
TIME: 10:52:29AM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 1/29/2009 TO 2/4/2009

PAGE: 7

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
53286	DONNA WRIGHT	REIMBURSE MEAL/MILEAGE-MTG	00100060.543000.	7.57
	DONNA WRIGHT	REIMBURSE AIRFARE	00100060.543000.	659.00
	DONNA WRIGHT	REIMBURSE MEAL/MILEAGE-MTG	00100060.549000.	40.00
53287	ZEE MEDICAL SERVICE	RESTOCK FIRST AID KIT-PARKS	00105380.531000.	75.30
WARRANT TOTAL:				<u><u>858,435.08</u></u>

REASON FOR VOIDS:

INITIATOR ERROR
WRONG VENDOR
CHECK LOST IN MAIL

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 23, 2009

AGENDA ITEM: Bid Award for HVAC Maintenance & Repair Services	AGENDA SECTION:	
PREPARED BY: Mike Shepard	APPROVED BY:	
ATTACHMENTS: Contract documents for HVAC Maintenance & Repair Services	MAYOR	CAO
	AMOUNT: \$35,546.25	
BUDGET CODE: Multiple City accounts		

DESCRIPTION:

Public Works Fleet & Facilities Division solicited bids using the Small Works bid process for heating, ventilation, and air-conditioning maintenance & repair services. The bids were received by the City on January 22, 2009. The bids have been reviewed and the lowest and most responsive bidder is Diamond B Constructors, Inc. from Bellingham Washington.

RECOMMENDED ACTION:

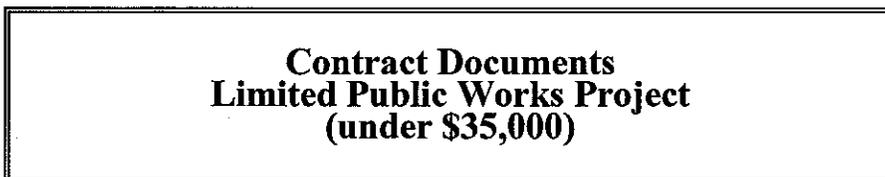
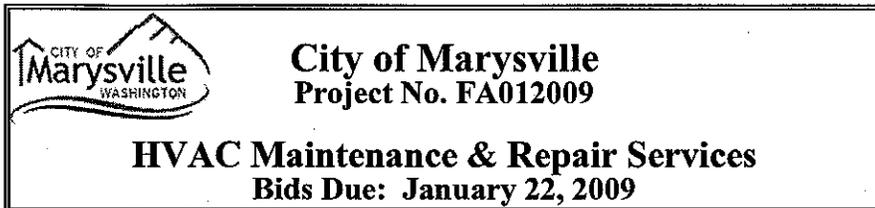
Staff recommends that Council award the bid to Diamond B Constructors, Inc. and authorize the Mayor to sign the Contract with Diamond B Constructors, Inc. located at 3436 Airport Drive, Bellingham WA 98226 in the amount of \$35,546.25.

COUNCIL ACTION:

Bids:

Diamond B Constructors, Inc.									
Repair and New Installation Services – Hourly Rate									
Mechanic			Apprentice			Electrician			Material Markup %
Regular Time	O/T M-F/Sat	O/T Sun/Hol	Regular Time	O/T M-F/Sat	O/T Sun/Hol	Regular Time	O/T M-F/Sat	O/T Sun/Hol	
\$80.00	\$102.00	\$124.00	\$59.00	\$73.00	\$87.00	\$80.00	\$102.00	\$124.00	15%
Annual preventive maintenance service fee					\$35,546.25				

Johnson Controls, Inc.									
Repair and New Installation Services – Hourly Rate									
Mechanic			Apprentice			Electrician			Material Markup %
Regular Time	O/T M-F/Sat	O/T Sun/Hol	Regular Time	O/T M-F/Sat	O/T Sun/Hol	Regular Time	O/T M-F/Sat	O/T Sun/Hol	
\$108.00	\$162.00	\$216.00	\$94.00	\$141.00	\$188.00	\$94.00	\$141.00	\$188.00	38%
Annual preventive maintenance service fee					\$37,948.20				



A. INVITATION TO BID

Notice is hereby given that bids (also referred to herein as "quotes") for HVAC Maintenance & Repair Services, as more specifically described in **Section E** of the Contract Documents, will be received by email, mshepard@marysvillewa.gov, fax (360-363-8284), or hand delivery to the City of Marysville (also referred to herein as "City" or "Owner"), Fleet & Facilities, 80 Columbia Avenue, Marysville, Washington 98270, (360) 363-8100, until 10:00 a.m., Thursday, January 22, 2009.

All bids must be submitted no later than 10:00 a.m., Thursday, January 22, 2009 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.

Bidders must apply to be on the City of Marysville Small Works Roster prior to submitting their bid. Application forms can be obtained on line at http://ci.marysville.wa.us/downloadFTP/sml_wks_form.pdf or at City Hall 1049 State Avenue, Marysville WA. Bidding procedures and technical questions regarding this bid may be directed to Mike Shepard, Fleet & Facilities Manager at (360) 363-8106.

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 its 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 responsible bidder.

SITE INSPECTION

Bidders are required to make a physical inspection of property. A prebid tour will be conducted beginning at the Public Works Administration Bldg. at 80 Columbia AVE, Marysville WA 98270, Marysville, WA. On Thursday January 8, 2009 starting at 08:30 a.m. Call (360) 363-8106 if you need driving directions. **Only one prebid tour will be held.**


Mike Shepard, Fleet & Facilities Manager



B. BID SUBMITTAL

B.1 OFFER

Each bidder is required to read and understand all information in the Contract Documents and specifically information provided in Section C Information For Bidders and by submitting its bid certifies that it has done so. All sections and information must be completely and legibly filled out in all fields B.1 – B.6 in order for the bid to be considered by the City.

By submitting its bid, the bidder offers to furnish materials, equipment and services in compliance with all terms, conditions, and specifications set forth in the Limited Public Works Contract and Contract Documents, **Sections A-H.**

The undersigned hereby accepts the terms and conditions as set forth in the Contract Documents. **The bid must be signed and dated by the bidder's legally authorized representative.**

FULL LEGAL NAME
OF COMPANY

Diamond B Constructors, Inc.

TYPE OF BUSINESS

Corporation Partnership (general) Partnership (limited)
 Sole Proprietorship Limited Liability Company

ADDRESS

3436 Airport Drive

CITY/STATE/ZIP

Bellingham, WA 98226

EMAIL ADDRESS

PChapman@dbnw.com

PHONE

360-734-3600 ext 3323

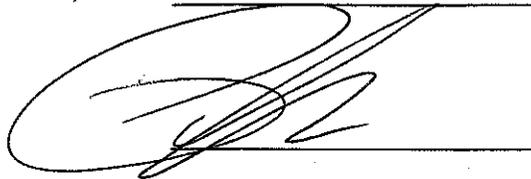
FAX 360-733-2849

NAME (PLEASE PRINT):

Pete Chapman

TITLE General Manager, Vice-President

SIGNED



DATE

1.22.09

MARYSVILLE BUSINESS LICENSE #: 3600CON207

UBI #: 371-007-502

B.2 BID PRICE SHEET

Having carefully examined the specifications for HVAC MAINTENANCE AND REPAIR SERVICES Contract prepared by the City and having familiarized itself with the premises and conditions affecting the work, the successful bidder proposes to perform all work required for the following amounts:

PART A – ANNUAL PREVENTATIVE MAINTENANCE BID

Building	Location		Quarterly Bid Amount	Total Annual Bid Amount
Public Works Administration Bldg.	80 Columbia Ave	Marysville, WA	\$ 836.72	\$ 3,351.88
Public Works Maintenance Bldg.	72 Columbia Ave	Marysville, WA	\$ 244.08	\$ 981.32
Waste Water Treatment Maintenance Bldg.	60 Columbia Ave	Marysville, WA	\$ 248.16	\$ 997.64
Waste Water Treatment Effluent Pump Station	60 Columbia Ave	Marysville, WA	\$ 80.00	\$ 325.00
Waste Water Treatment Sand Filter Structure	60 Columbia Ave	Marysville, WA	\$ 184.48	\$ 742.92
Waste Water Treatment Lab Bldg	60 Columbia Ave	Marysville, WA	\$ 449.48	\$ 1,802.92
Waste Water Treatment Surface Water Bldg.	20 Columbia	Marysville, WA	no equipment listed for this site	no equipment listed for this site
Solid Waste Maintenance Bldg.	68 Columbia Ave	Marysville, WA	\$ 80.00	\$ 325.00
CD Construction Bldg.	60 State Ave	Marysville, WA	\$ 84.08	\$ 341.32
Senior Center Building	514 Delta Ave	Marysville, WA	\$ 328.14	\$ 1,317.64
Municipal Court Bldg.	1015 State Ave	Marysville, WA	\$ 664.48	\$ 2,662.92
City Hall	1049 State Ave	Marysville, WA	\$ 797.52	\$ 3,195.00
Police Evidence Building	1635 Grove Street	Marysville, WA	\$ 80.00	\$ 325.00
Public Safety Building	1635 Grove Street	Marysville, WA	\$ 1,070.68	\$ 5,887.72
Library	6120 Grove Street	Marysville, WA	\$ 935.16	\$ 3,745.64
Parks Administration Office	6915 Armar Rd	Marysville, WA	\$ 128.16	\$ 517.64
Parks Maintenance Building	6915 Armar Rd	Marysville, WA	\$ 80.00	\$ 325.00
Parks Barn	6915 Armar Rd	Marysville, WA	\$ 80.00	\$ 325.00
Municipal Golf Course Maint. Bldg.	6180 84th Street	Marysville, WA	\$ 80.00	\$ 325.00
Municipal Golf Course Pro Shop	6180 84th Street	Marysville, WA	\$ 88.16	\$ 357.64
Municipal Golf Course Restaurant	6180 84th Street	Marysville, WA	\$ 504.48	\$ 2,022.92
Water Filtration Plant	17906 43rd Ave	Arlington, WA	\$ 589.08	\$ 2,361.32
Edward Springs	614 Lakewood	Marysville, WA	\$ 130.00	\$ 525.00
SUBTOTAL			\$ 7,762.88	\$ 32,761.32
8.5 % Wash. St. Sales Tax			\$ 659.84	\$ 2,784.73
TOTAL			\$ 8,422.72	\$ 35,546.25

BID PRICE SHEET, PAGE 2

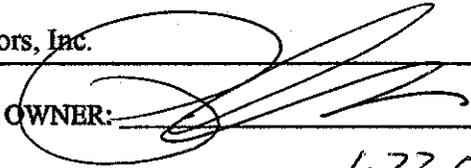
PART B – REPAIR AND NEW INSTALLATION SERVICES (UNIT PRICE BID)

Provide twelve-month annual fixed labor rates including markup for materials for repair services.

Unit bid rates include full labor, benefits, and all overhead operating expenses.

Repair and New Installation Services (Unit Price Bid)								
Write in hourly labor rate below								
Mechanic			Apprentice			Electrician		
Regular Time	O/T M-F/Sat	O/T Sun/Hol	Regular Time	O/T M-F/Sat	O/T Sun/Hol	Regular Time	O/T M-F/Sat	O/T Sun/Hol
\$ 80.00	\$ 102.00	\$ 124.00	\$ 59.00	\$ 73.00	\$ 87.00	\$ 80.00	\$ 102.00	\$124.00
Markup for materials, equipment, software, and system components not included in annual preventative maintenance contract price:							15 %	

COMPANY NAME: Diamond B Constructors, Inc.

SIGNATURE OF AUTHORIZED AGENT OR OWNER: 

TITLE: SR. VP & GM

DATE: 1.22.09

B.3 QUOTE INFORMATION

Bidder shall complete the following:

1. Authorized Representative:

Primary Contact-Contract Administration		Alternate Contact - Contract Administration	
Name:	<u>Bryon R. Sherman</u>	Name:	<u>Joe Rinauro</u>
Telephone #:	<u>360-739-3730</u>	Telephone #:	<u>360-201-9826</u>
FAX:	<u>360-733-2849</u>	FAX:	<u>360-733-2849</u>
Email:	<u>BSherman@dbnw.com</u>	Email:	<u>JRinauro@dbnw.com</u>

Customer Service/P.O. Placement

Name	<u>Bryon R. Sherman</u>
Telephone:	<u>360-739-3730</u>
FAX:	<u>360-733-2849</u>

2. Addresses:

Orders to be sent to:	Billing will be from:	Payment to be sent to:
<u>Diamond B Constructors, Inc.</u>	<u>Diamond B Constructors, Inc.</u>	<u>Diamond B Constructors, Inc.</u>
<u>3436 Airport Drive</u>	<u>3436 Airport Drive</u>	<u>3436 Airport Drive</u>
<u>Bellingham, WA 98226</u>	<u>Bellingham, WA 98226</u>	<u>Bellingham, WA 98226</u>

3. Give the address(es) from which contractor will be dispatched in the event service work is required:

Diamond B Constructors, Inc.

3436 Airport Drive

Bellingham, WA 98226

4. How long has your company been in business providing services, as stated in this contract, for customers equal to or larger than described herein?

60 Years Months

B.4 REFERENCES

Names of references for which contracts were/are held, starting with the most recent.

1. Company Name: Northwest Educational Service District
 Address: 1601 R Avenue, Anacortes, WA 98221
 Contact Person: Joni Morrel
 Telephone: 360-299-4002
 Email: JMorrel@NWESD.org

2. Company Name: Barkley Co.
 Address: 2200 Rimland Drive, Suite 250, Bellingham, WA 98226
 Contact Person: Les Greer
 Telephone: 360-671-6450 extension 201
 Email: Lgreer@barkleyvillage.com

3. Company Name: Whatcom County Library System
 Address: 5205 Northwest Drive, Bellingham, WA 98226
 Contact Person: Kyle Teeter
 Telephone: 360-384-3150
 Email: KTeeter@wcls.org

B.5 SUPPLEMENTAL INFORMATION

Bidder shall complete the following required information. Where additional space is needed and/or where specifically requested, submit an attached letter.

Describe your overall service capabilities in the performance of contractual requirements.

Diamond B Constructors, Inc. (DBC) service technicians have over (60) years of collective
experience, with extensive knowledge of the City of Marysville control systems. We provide
twenty-four hour emergency service, and with our four technicians, can respond in less than an
hour. Our service department is supported by a fully automated Sheet Metal and Piping shop.
DBC's technicians are EPA certified to handle refrigerants, and all have obtained electrical
licenses. We have an excellent safety record (EMR .578), and employ a full time safety
department to insure the safety of all DBC workers.

CONTRACTOR WAREHOUSE: Bidder shall indicate below the warehouse location at which material, equipment or supplies will be stored.

ADDRESS: 3436 Airport Drive
Bellingham, WA 98226

PHONE: (360) 739-3730
CONTACT: Bryon Sherman

B.6 LIST OF SUBCONTRACTORS

The Bidder shall provide a list of all subcontractors proposed to work under this contract. Only first-tier subcontractors need to be listed – the Bidder is not required to list second tier or lower subcontractors.

Electrical (as described in RCW 19.28)

- No work proposed
- Subcontractor: _____
- Prime contractor is licensed by the State of Washington as an electrical contractor, and plans to perform the work.

Check all that apply: MBE WBE

Other Subcontractors whose dollar value of work exceeds either (a) 10% of the total project cost or (b) \$10,000.

	Subcontractor Name	Type of Work	Approx. Value

END OF BID SUBMITTAL SECTION

C. INFORMATION FOR BIDDERS

C.1 GENERAL

The information provided by the City 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 City furnished information regarding site conditions in preparing and submitting its bid.

The successful bidder shall be expected to execute a contract to conduct the work in accordance with the terms and conditions of the Contract Documents.

The successful bidder will be required to sign the Limited HVAC Maintenance, Repair, and New Installation Contract, Indemnification Addendum, and all Addenda.

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.

Questions regarding quote procedures may be directed to Mike Shepard at (360) 363-8106, or by email to mshepard@marysvillewa.org.

C.2 QUOTE SUBMITTAL

A complete quote that includes section B.1- B.6 must be completely filled out and submitted to the City of Marysville Fleet & Facilities Division located at 80 Columbia Avenue Marysville WA 98270. Quote must be submitted to Mike Shepard, and must be received by the deadline stated in the Invitation to Bid. Quotes may be emailed to mshepard@marysvillewa.org, faxed at (360-363-8284), or hand delivered. It is the bidder's responsibility to make sure that a quote is received by the deadline. Bidders who delay transmitting fax quotes until near the deadline risk that other fax traffic may delay their fax transmission until after the deadline. Quotes received after the deadline will not be considered.

Only firm quotes will be accepted, and the City reserves the right to reject any or all quotes or waive any irregularities and informalities in the quotes submitted and accepted by the City. The bidder may not withdraw its quote after the hour set for the opening thereof unless the award is delayed for a period exceeding 60 days. The City of Marysville reserves the right to reject any and all bids and to waive irregularities in the bid or the bidding and to award the bid to the lowest responsible bidder. No bid bond is required.

C.3 TAXES AND FEDERAL EXCISE TAX

It is incumbent on the bidder to indicate in its quote if Washington State sales tax applies. Washington State sales tax shall be shown as a separate line on the Bid Price Sheet. The City of Marysville, as a municipal corporation of the State of Washington, is exempt from federal excise tax, and such taxes shall not be included in bid prices. The City of Marysville agrees to furnish Contractor, upon acceptance of articles supplied under this Contract, with an exemption certificate, if necessary.

C.4 TERM OF CONTRACT

This bid is to establish a maintenance, repair and new installation services agreement for a 12 month period that will begin when the Owner's Notice to Proceed is issued to the Contractor. The following apply to the Term of the Contract:

- A. If during the term of this Contract the Contractor violates any of the provisions of this Contract or fails to properly provide the services required by this Contract, the City shall advise Contractor of specific deficiencies and shall allow a reasonable period (30 days unless otherwise agreed) to correct these deficiencies to the City's satisfaction.
- B. In the event Contractor fails to correct deficiencies in the allotted time or to perform duties as required under this Contract, the City shall have the right to terminate this Contract on 30 days' written notice to the Contractor.
- C. The successful bidder shall be prepared to begin the specified work, as directed by the Owner's Notice to Proceed and when all requirements have been met as referenced in C.16 Commencement of Work.

C.5 OVERHEAD AND PROFIT

The amounts in the Bid Price Sheet shall include all overhead, profit, travel, bonds, insurance, and all other expenses involved in performing the Contract requirements.

C.6 OFFER

The successful bidder agrees that its 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 Contract and provide required forms as referenced in section C.16 within ten (10) calendar days of the receipt from the Owner of the Contract forms.

C.7 LICENSE/QUALIFICATIONS

The successful bidder certifies that at the time of submitting its 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 Contract 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. The Contractor shall hold a business license to work in the City of Marysville.

C.8 NON-DISCRIMINATION AND COMPLIANCE WITH EQUAL OPPORTUNITY LAWS

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

C.9 CONFLICT OF INTEREST

The successful bidder certifies that its bid is in all respects fair and is made without collusion on the part of any person, firm or corporation that is a party to this bid process 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.

C.10 PREVAILING WAGE REQUIREMENTS

The Contractor shall 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. The latest prevailing wage rates can be found here:

<http://www.lni.wa.gov/prevailingwage/jwages/20081/SNOHOMISH.pdf>

No payment will be made under this Contract until the Contractor has submitted a "Statement of Intent to Pay Prevailing Wages" (F700-029-000) 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 has submitted an "Affidavit of Wages Paid" (F700-007-000) that has been certified by the industrial statistician of the Department of Labor and Industries.

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

C.11 INFORMATION FOR CONTRACTOR

Contractor shall inspect the specified work sites and review the scheduled list of equipment and the related maintenance specifications to satisfy itself as to the location of the equipment, its physical condition, and surrounding conditions before each project. If

the Contractor finds facts or conditions which appear to be in conflict or omitted from the Contract Documents, it shall notify the Owner in writing as to the apparent deficiencies.

The submission of the bidder's quote shall constitute acknowledgement that the bidder has thoroughly reviewed the Contract Documents, that the bidder understands the conditions normally encountered and recognized as inherent in the requested work, and that the bidder agrees that 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 Contractor as to the site conditions for each project the Contractor may work on. Contractor acknowledges that there has been no reliance on Owner furnished information regarding site conditions in preparing and submitting the quotes.

C.12 INDEMNIFICATION

The Contractor shall defend, indemnify and save the City and its elected officials, officers and employees harmless from any and all claim and risk and all losses, damages, demands, suits, judgments, and attorney fees or other expenses of any kind on account of injury to or death of any and all persons, on or account of all property damage of any kind, or loss of use resulting therefrom, to any party arising out of, or in any manner connected with, the work performed under this Contract, or caused in whole or in part by reason of the presence of the Contractor or its employees or agents, upon or in proximity to the property of the City during performance of the work or at any time before final acceptance, except only for those losses resulting from and to the extent of the negligence of the City with regard to activities within the Contractor's scope of work. This indemnification provided herein constitutes Contractor's waiver of immunity under Industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties as agreed in the Indemnification Addendum.

C.13 INSURANCE

The Contractor shall obtain and keep in force during the term of the Contract insurance in no less than the following amounts:

	<u>Comprehensive General Liability</u>	<u>Automobile</u>	<u>Property</u>
Occurrence	\$1,000,000	\$1,000,000	\$1,000,000
Aggregate	\$2,000,000	\$2,000,000	\$2,000,000

The City shall be specifically named as an insured in such policy or policies. A Certificate of Insurance, questionnaire and endorsement, as required by the City, shall be executed and delivered to the City at the time of execution of this Contract.

C.14 PAYMENT AND 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 preventative maintenance bid contract price in section B.2 Part A 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, with provisions and supplies for the carrying on of such work. This bond shall be filed with the City Clerk. Optionally, the City may 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 for each annual Contract extension.

C.15 SUBCONTRACTORS

The Contractor shall perform with its own organization all of the work set forth herein for HVAC maintenance and repair services and shall sublet or assign only electrical work to a subcontractor.

C.16 COMMENCEMENT OF WORK

Work shall not proceed under this Contract until the following conditions have been met by the Contractor, at which time a Notice to Proceed letter will be issued by the City:

- A. Contract and Indemnification Addendum are signed.
- B. A Certificate of Insurance together with a CG2010 endorsement or equivalent has been found acceptable by the Fleet & Facilities Manager.
- C. A copy of the Contractor's Intent to Pay Prevailing Wages has been provided to the City of Marysville.
- D. The Contractor has a City of Marysville Business license and UBI number.
- E. Confirmation of a current L&I contractor's license.
- F. Contractor provides a Payment and Performance Bond.

These conditions must be met within ten (10) calendar days of the award of the Contract.

HVAC MAINTENANCE, REPAIR, AND NEW INSTALLATION CONTRACT

THIS AGREEMENT is made this ____ day of February, 2009 between the
CITY OF MARYSVILLE, a municipal corporation ("City"), and , Diamond B Constructors, Inc
a ("Contractor").

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

1) The Contractor shall do all work and furnish all tools, labor, materials and
equipment for the City's public works Project known as HVAC Maintenance & Repair Services,
as specifically described in Contract Sections A through H, and shall perform any alterations in
or additions to the Project provided under this Contract and every part thereof.

The following Contract Documents are attached to this Contract and are hereby incorporated
herein by this reference:

- A. Invitation to Bid
- B. Bid Submittal – Submitted by the Contractor as to those items and/or alternatives
accepted by the City (Confirmed copy dated January 22, 2009.)
- C. Information for Bidders
- D. Indemnification Addendum
- E. Specifications
- F. Addenda
- G. Exhibits
- H. Payment and Performance Bond

2) **PROJECT COST.** This Contract is based on work as bid in section B.2 Part A
and shall be performed in a 12 month annual period of time beginning March 1, 2009. The total
annual HVAC preventive maintenance contract will not exceed \$35,546.25 including
Washington State sales tax in the one year term of the Contract. The total Contract includes all
costs associated with performing annual preventive maintenance as indentified in the
incorporated sections of this Contract and includes, but not limited to Contractor vehicle truck
time, fuel, materials, equipment, labor, overhead, profit, administrative support, permits, and
regulatory costs including hazardous waste fees unless otherwise agreed in writing.

3) **CITY AGREEMENT.** The City employs Contractor to provide the materials
and labor to do and cause to be performed the Project work described above and to complete and
finish same according to Owner requirements for each project and the terms and conditions
herein contained, and contracts to pay the total Project cost for such work at the time and in the
manner and upon the conditions provided for in this Contract.

4) **CONTRACTOR AGREEMENT.** The Contractor hereby agrees to fully perform the work for the total all Project cost according to the terms and conditions of this Contract.

5) **CONTRACTOR RESPONSIBILITIES.** The Contractor shall provide and bear the expense of all equipment, work and labor that may be required for the transfer of materials and for providing maintenance, repair, and new installation services provided for in this Contract, unless otherwise provided in the specifications and shall guarantee said materials and work for a period of one (1) year after and final acceptance by the City of all work. The Contractor shall be responsible for performing the work in accordance with all applicable laws and regulations, including, but not limited to, all applicable environmental statutes and regulations.

6) **GENERAL PROVISIONS.**

A. Hours of Work, Notification, and Service Response Time.

All preventive maintenance, repair, and new installation work except as otherwise noted under this agreement shall be performed during regular hours defined as 7:00 AM to 4:00 PM Monday through Friday inclusive, and excluding City scheduled holidays. The Contractor shall have 24-7 monitored on-call phone service that is answered by an employee of the company or a hired on-call service representative. Pagers and answering machines are not acceptable. The following service response requirements shall be provided:

1. Standard Service Repair Calls:

The Contractor shall respond on site in the City of Marysville to all standard service repair calls within a maximum of 4-hours from the time the service call is made to the Contractors home office, cell phone or answering service during regular hours defined as 7:00 AM to 4:00 PM Monday through Friday inclusive, and excluding City scheduled holidays.

2. Emergency Service Repair Calls:

The Contractor shall respond on site in the City of Marysville to all emergency service repair calls within a maximum of 2-hours from the time the service call is made to the Contractors home office, cell phone or answering service 24 hours per day, 365 days per year. It is at the City's discretion to determine what is and what constitutes an emergency service call.

B. Quotes.

Contractor shall provide a quote for all City requested repair and new installation work, other than repair work that is the Contractor's responsibility under Subsection E.10 3 of the Specifications, using the unit rates as bid in section B.2 Part B, for all such project work up to the total amount of \$34,999.00 including tax, for the one year Contract term or for any one year Contract extension. If a quote price is satisfactory to the City, then the City will

issue a Purchase Order authorizing the work to be completed by the Contractor. If a quote is not satisfactory to the City then the City reserves the right to solicit other quotes from competitor Contractors and award the work to other competitor Contractor whose quote is lowest for all repair and/or new installation service work.

All repair and/or new installation work that exceeds the total amount of \$34,999.00, including tax, for the one year Contract term or for any one year Contract extension will be competitively bid outside of this Contract.

C. Background Checks.

Contractor must submit all employees and sub-contractor employees to a full Washington State Patrol background check including fingerprinting at their own expense. Contractor employees and sub-contractor employees must pass this background check to the satisfaction of the City before work can be performed by said employees within City property.

D. Uniforms and Identification.

Contractor and sub-contractor employees must carry picture identification on their person and wear a uniform with the Contractor's company name clearly displayed on the uniform while performing work on City property.

E. Debris.

All debris generated by the Contractor will be confined to the work zone and removed from site by the end of each working day. Parts and equipment storage areas will be kept clean and organized. Old used parts, packaging, and miscellaneous debris must be removed from site by the end of each working day.

F. City Owned Equipment and Materials.

All prints, plans and drawings that are furnished by the City for use by the Contractor will be returned to the City when requested and at the conclusion of the Contract. These items are owned by the City of Marysville and will remain on the premises in their respective buildings or other convenient place designated by the City. The City will not loan equipment or tools to the Contractor for their use on City projects. The Contractor will be required to provide all equipment and tools such as, but not limited to lifts, ladders, and vehicles.

G. Employees of Contractor to be Satisfactory.

Contractor agrees all work shall be performed by and under the supervision of skilled, experienced 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.

H. 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.

I. Owner's Right to Inspect and Require Work.

Owner reserves the right to make such inspections and tests whenever necessary to ascertain the requirements of this agreement are being fulfilled. Deficiencies noted and agreed to by the Contractor must be promptly corrected at Contractor's expense.

If Contractor fails to perform the work required by the terms of this agreement in a diligent and satisfactory manner, Owner may, after 10 days' written notice to Contractor, perform or cause to be performed all or any part of the work required hereunder. Contractor agrees it will reimburse Owner for any expense incurred therefore, and Owner may deduct the amount expended from any sum owing Contractor. The waiver by Owner of a breach of any provision of this agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor. A qualified HVAC Maintenance Specialist acceptable to both parties may be retained by Owner to mediate disputes.

J. Commencement of Work.

Work shall not proceed under this Contract until the following conditions have been met by the Contractor, at which time a Notice to Proceed letter will be issued by the City:

- A. Contract and Indemnification Addendum are signed.
- B. A Certificate of Insurance together with a CG2010 endorsement or equivalent has been found acceptable by the Fleet & Facilities Manager.
- C. A copy of the Contractor's Intent to Pay Prevailing Wages has been provided to the City of Marysville.
- D. The Contractor has a City of Marysville Business license and UBI number.
- E. Confirmation of a current L&I contractor's license.
- F. Contractor provides a Payment and Performance Bond.

These conditions must be met within ten (10) calendar days of Contract execution.

7) **SPECIAL PROVISIONS**

- A. Licenses and Permits. The Contractor must have a current City of Marysville Business License before commencement of any work. The Contractor also represents that it is a licensed, bonded and insured contractor as required by the State of Washington. Before any work is performed the Contractor must file for all applicable permits, coordinate inspections and final acceptance, and be financially responsible to pay all required fees.
- B. Facilities and Code Compliance. All HVAC maintenance, repair, and new installation work shall be performed in accordance with accepted industry practice in a safe manner, and shall meet all requirements of the Washington State Uniform Building Codes (UBC, UMC, UPC), ASHRAE, International Fire Code, International Electrical Code and all

other applicable codes that involve maintenance, repair, and installation of new HVAC systems and their associated support systems.

- C. Work Ethics. All work is to be performed in a professional and workmanlike manner at all times. No alcohol and or drugs shall be allowed or used on City property. Foul language or discriminatory remarks, demeaning gestures of any kind, loud music, and dogs will not be permitted on City property.
- D. Prevailing Wages. Contractor agrees to pay prevailing wages as required by RCW 39.12 and RCW 49.28 and to require any and all subcontractors to pay prevailing wages. Prior to project close out, Contractor will certify that prevailing wages, as required by applicable law, have been paid on the work. Notice of intent to pay prevailing wages and prevailing wage rates for the Project must be posted for the benefit of the workers. Final payment will be made in accordance with the requirements of RCW 39.12. Current prevailing wage information is available at www.lni.wa.gov/prevailingwage.
- E. Change Orders. Equipment, buildings, or sites may be added or deleted during the course of this Contract and shall be based on the same price structure as set forth in Section B.2 of this Contract. All Contractor requested change orders shall be made in the form of a written request, submitted by the Contractor to the City for review. Contractor shall use Section B.2 Price Sheets when requested adjustments. The City will then make a written determination to approve or reject said change order prior to any action by the Contractor.
- F. Warranty and Guarantee of Work. The Contractor warrants its maintenance, repair, and new installation services work against all defects in workmanship and material for 1 year after completion, and guarantees payment of all obligations occurred in each contract term. The Contractor shall remedy any defects in its work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness. The Contractor shall extend its labor and materials warranty to match all manufacturer warranties for all equipment and materials the Contractor installs during the terms of this contract.

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

9) **EQUITABLE PRICE ESCALATION/DE-ESCALATION IN SUCCESSIVE YEARS.** During the term of this Contract, should the Contractor enter into contracts or agreements with other parties providing greater benefits or lower pricing than provided under this Contract, the Contractor shall immediately propose and agree to amend this Contract to provide similar pricing to the City if the contract(s) with other customers offer similar usage quantities and similar conditions impacting pricing. Contractor shall immediately notify the City of any such contracts entered into by Contractor.

10) **PAYMENT AND 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 preventative maintenance bid contract price in section B.2 Part A 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, with provisions and supplies for the carrying on of such work. This bond shall be filed with the City Clerk. Optionally, the City may 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. If the Contract is extended, then a new Performance Bond must be executed for each annual Contract extension.

11) **TERM OF CONTRACT.** This Contract establishes a HVAC maintenance, repair and new installation services agreement for a 12 month period that will begin when the Owner's Notice to Proceed is issued to the Contractor. The following applies to the Term of the Contract:

- A. If during the term of this Contract the Contractor violates any of the provisions of this Contract or fails to properly provide the services required by this Contract, the City shall advise Contractor of specific deficiencies and shall allow a reasonable period (30 days unless otherwise agreed) to correct these deficiencies to the City's satisfaction.
- B. In the event Contractor fails to correct deficiencies in the allotted time or to perform duties as required under this Contract, the City shall have the right to terminate this Contract on 30 days' written notice to the Contractor.
- C. The successful bidder shall be prepared to begin the specified work as directed by the Owner's Notice to Proceed and all requirements have been met as referenced in C.16 Commencement of Work.

12) **PAYMENT TERMS.** As payment for all work completed to the satisfaction of the City under this Contract, the City agrees to pay Contractor the sum of (the "contract amount"), as bid in section B.2 Part A. The contractor must provide a detailed and itemized invoice that identifies each building as identified on Part A bid sheet along with Exhibit 1 forms for each building before payment will be made.

As payment for all work completed to the satisfaction of the City under this contract, the City agrees to pay Contractor for all repair and/or new installation work as bid in section B.2 Part B. The Contractor must provide a detailed and itemized invoice along with Exhibit 2 form before payment will be made.

Contractor shall provide the City an invoice upon completion of each quarterly preventative maintenance cycle. The Contractor shall also provide an invoice upon completion of all repair and/or new installation services. A meeting must also take place with the Fleet and Facilities Manager to approve the work. All invoices shall itemize with services rendered including labor expended, materials and equipment installed, and shall be sent to the City at 80 Columbia AVE, Marysville WA 98270 Attention: Fleet and Facilities Manager.

The overtime premium of 1.5 times regular time is permissible to invoice for work performed after regular hours Monday through Friday and Saturday upon written approval from the Fleet and Facilities Manager. The overtime premium of 2 times regular time is permissible to invoice for work performed on Sunday and City of Marysville designated holidays upon written approval from the Fleet and Facilities Manager. The City will not compensate the Contractor for travel time responding to a service call. Payment begins when the Contractors representative is on site at the City.

13) **ATTORNEY FEES.** Should either the City or the Contractor commence any legal action relating to the provisions of this Contract, or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses and reasonable attorney fees.

14) **INDEMNIFICATION.** The Contractor shall defend, indemnify and save the City and its elected officials, officers and employees harmless from any and all claim and risk and all losses, damages, demands, suits, judgments, and attorney fees or other expenses of any kind on account of injury to or death of any and all persons, on or account of all property damage of any kind, or loss of use resulting therefrom, to any party arising out of, or in any manner connected with, the work performed under this Contract, or caused in whole or in part by reason of the presence of the Contractor or its employees or agents, upon or in proximity to the property of the City during performance of the work or at any time before final acceptance, except only for those losses resulting from and to the extent of the negligence of the City with regard to activities within the Contractor's scope of work. This indemnification provided herein constitutes Contractor's waiver of immunity under Industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

15) **INSURANCE.** The Contractor shall obtain and keep in force during the term of the Contract insurance in no less than the following amounts:

	<u>Comprehensive General Liability</u>	<u>Automobile</u>	<u>Property</u>
Occurrence	\$1,000,000	\$1,000,000	\$1,000,000
Aggregate	\$2,000,000	\$2,000,000	\$2,000,000

The City shall be specifically named as an insured in such policy or policies. A Certificate of Insurance, questionnaire and endorsement, as required by the City, shall be executed and delivered to the City at the time of execution of this Contract.

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

CITY OF MARYSVILLE

Attest:

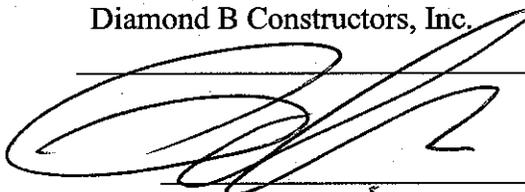
By _____
Dennis Kendall, Mayor

By _____
City Clerk

Approved as to form:

By _____
City Attorney

Diamond B Constructors, Inc.



Its SR. UPEGM

Address: 3436 AIRPORT DRIVE
BELINGHAM, WA 98226

Telephone: 360-734-3600 X3323

D. INDEMNIFICATION ADDENDUM

Diamond B Constructors, Inc. (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.

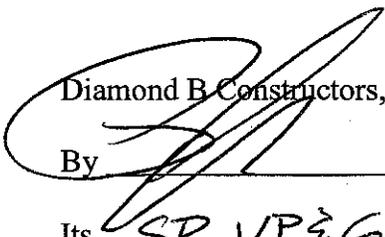
Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation 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 Kendall, Mayor

Diamond B Constructors, Inc.
By 
Its SR. VP & GM

E. SPECIFICATIONS

E.1 SCOPE AND INTENT: The services to be performed by the Contractor under this Contract shall consist of furnishing all labor, equipment, tools and materials in performing all operations in connection with the examination, complete preventative maintenance, repairs, and new installation of HVAC systems and equipment as outlined herein. It is to be understood that the intent of this Contract is to provide reliable, safe, and quality services at all times.

E.2 LOCATION OF WORK: All City buildings, as described in section B.2 Part A and equipment therein as referenced in Exhibit 3.

E.3 COMPETENCY OF CONTRACTOR: The importance of performing safe and satisfactory services at all times requires that services will be performed by a HVAC contractor who has satisfactorily performed examinations, complete preventative maintenance, repairs, and new installation of HVAC systems and equipment. The City requires the Contractor to complete all types of services as identified in the Contract and demonstrate that it has available under its direct employment and supervision, the necessary competent personnel who have received thorough instruction, certifications, and licenses with the State of Washington. Contractor personnel must be able to demonstrate knowledge of HVAC systems and equipment services and personal ability to maintain, repair, and install new services in a safe and professional manner.

E.4 WARRANTIES: Contractor will submit a copy to the City of all warranties within 10 calendar days from installation of items required to maintain, repair or installation of new HVAC systems and components. Unless otherwise specified, The Contractor warrants his maintenance, repair, and new installation services work against all defects in workmanship and material for 1 year after completion, and guarantees payment of all obligations occurred in this project until final acceptance of the work, and for one year thereafter. All materials or equipment provided shall be new, unused, and of the latest model or design and of recent manufacture. In the event of conflict between a provision of a warranty and a provision of these Contract Documents, the provision that affords the City maximum benefits shall prevail. The Contractor shall extend its labor and materials warranty to match all manufacturer warranties for all equipment and materials the Contractor installs during the terms of this contract.

E.5 HAZARDOUS MATERIALS DISPOSAL: The Contractor shall comply with all City codes and requirements including Department of Ecology (DOE) and Puget Sound Clean Air Agency (PSCAA) requirements for disposal of hazardous materials. The Contractor shall contact the required agencies for proper disposal procedures.

E.6 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 planning and scheduling of the work to minimize disruption to the Owner. The Contractor shall coordinate scheduling, permitting, project mobilization, parking, material and equipment storage areas, site safety plan, 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.

E.7 PROJECT COORDINATION: The Contractor shall prepare and submit a Preventative Maintenance Plan and Schedule within thirty (30) calendar days following award of the Contract. The Preventative Maintenance Plan and Schedule shall include a separate horizontal time scaled bar chart for each site as listed in section B.2 Part A and shall identify the duration for completing each building and when each building quarterly maintenance will be performed on an annual basis. The Owner shall review and return the plan and schedule with comments as appropriate within seven (7) calendar days after receipt. If required, the Contractor shall resubmit the plan with changes within seven (7) calendar days for final approval. The plan and schedule shall be updated within (7) calendar days as required when changes in the contract and/or work related to buildings have been made.

E.8 REPORTING: The Contractor shall meet with the Fleet and Facilities Manager or designee quarterly to review the Inspection Report Forms Exhibits 1 & 2 for routine maintenance and repair services performed. Contractor shall also provide Exhibit 3 forms with initials and dates for when equipment was inspected and serviced. These meetings shall take place within 2-working days after completing each quarterly maintenance cycle or at completion of a repair or new installation project. Reports forms shall be in accordance with the formats indicated in Exhibits 1, 2, and 3 of this Contract or as otherwise approved in writing by the Fleet and Facilities Manager.

E.9 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 protected 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.

E.10 MAINTENANCE AND SERVICE PROCEDURES:

1. The Contractor shall perform maintenance and repair services on all equipment listed in Exhibit 3. The Contractor shall perform maintenance and service procedures as

directed in this Contract and for specific individual equipment listed in Exhibit 4 and on the frequencies indicated.

2. The Contractor shall provide complete maintenance services on a quarterly schedule that routinely and systematically examines, cleans, lubricates, adjusts, performs diagnostics, programs, checks pressures, replace belts and filters, wash all filters including filters in jail facility, and maintains the equipment as outlined in this Contract.

3. The Contractor shall perform repair and new installation work either scheduled, on a standard service repair call, and/or emergency service repair call, when requested by a City representative, as conditions warrant, and as authorized by a Purchase Order issued by the City; provided, however, that the Contractor shall repair and/or replace at its own expense equipment and components required in the preventative maintenance program of this Contract that are damaged, fail, or are consumed, except for the following:

- 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 by the Contractor.
- C. Water treatment unless specifically included as part of this specification.
- D. 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.
- E. 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.
- F. The inspection, maintenance, repair or replacement of motor starting equipment and interconnecting power wiring, unless specifically included in this Agreement.
- G. Repairs or service required as a result of problems caused by utility services needed for the operation of the equipment in this Agreement.
- H. 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.
- I. Structural alterations to the building or premises that affect the operation and/or performance of the equipment under this Agreement.
- J. Responsibility for the design of existing equipment systems.
- K. Equipment that becomes non-repairable due to unavailability of replacement parts, or support by the manufacturer.
- L. 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.

4. When, corrective action is the responsibility of the Contractor as provided in Subsection E.10 3 above, the Contractor shall proceed immediately to contact a City representative to make

(or cause to be made) replacements, repairs, and corrections and provide a completed Exhibit 2 form. When such work is determined not to be the Contractor's responsibility, the City may request that Exhibit 2 be prepared and immediately 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.

5. In performing work under this Contract, the 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 and equipment requiring repair shall be replaced or 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.

6. Special Maintenance Conditions

- A. The Contractor shall use Exhibit 3 equipment list as a preventive maintenance work log and initial and date each entry on the list and provide a copy to the Fleet and Facilities Manager at completion of each quarterly cycle. This log shall be submitted along with Exhibit 1 forms.
- B. State and/or City inspection fees shall be paid by the Contractor. Fees for reinspection due to failure to eliminate deficiencies covered by this maintenance agreement will be paid by the Contractor.
- C. Contractor shall maintain information contained in Exhibit 3. Contractor shall validate current information and add data when discovered for existing equipment and add data for new equipment when installed.

7. Summary of Work for Preventive Maintenance

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 for all HVAC systems, refrigeration compressors and associated hardware and software as described within this Contract, more specifically for equipment listed in Exhibit 3, and as specified in Exhibit 4, and as required 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. The Contractor shall check filters quarterly and furnish, replace, and/or clean as needed. This includes all washable filters. Filters will be purchased and delivered to the site by the Contractor. Filter change interval shall not exceed three (3) months or as delineated by the frequency requirements of each equipment maintenance and service schedule.
4. The Contractor shall check V-belts or other consumable flexible drive apparatus quarterly and replace as required. Replacement belts and/or other consumable flexible drive apparatus shall be furnished by the Contractor.
5. 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.
6. Contractor shall comply with all regulations outlined in ANSI/ASHREA Standard 62-201 Ventilation for Acceptable Indoor Air Quality.
7. Each quarterly cycle Contractor shall examine each piece of equipment and device to see that it is functioning properly and is in good operational condition including pressure checks.
8. Clean and maintain all equipment and related system components free of dust, dirt, and scale, and rust, oxidation, leaking oils or old lubricants.
9. 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.
10. Check all thermostats and make sure they are functioning properly. Adjust time clocks and setback times as required.
11. The Contractor shall maintain the equipment list as referenced in Exhibit 3 and provide a copy of the recorded services with each billing invoice.

END OF SPECIFICATIONS SECTION

F. ADDENDA

Addendum No. 1 - INSURANCE

G. EXHIBITS

EXHIBIT 1

Inspection Report Form - Routine Maintenance and Service

Contract Name _____ Building Name _____ Building Address _____ Site Contact _____	Contract # _____ Effective Date _____ Phone Number _____	Account Manager _____ Service Technician(s) _____ Report Date _____																																							
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Equipment</th> <th style="width: 15%;">Model/Serial</th> <th style="width: 15%;">Location</th> <th style="width: 15%;">Area Served</th> <th colspan="4" style="text-align: center;">Service Period</th> <th rowspan="2" style="width: 30%;">Comments</th> </tr> <tr> <th colspan="4"></th> <th style="width: 7.5%;">1</th> <th style="width: 7.5%;">2</th> <th style="width: 7.5%;">3</th> <th style="width: 7.5%;">4</th> </tr> </thead> <tbody> <tr> <td colspan="9" style="height: 100px; vertical-align: top;"> Building Comments </td> </tr> </tbody> </table>	Equipment	Model/Serial	Location	Area Served	Service Period				Comments					1	2	3	4	Building Comments									<table style="width: 100%;"> <tr> <td style="width: 50%;"> Task/Labor Hours </td> <td style="width: 50%;"> Hours </td> </tr> <tr> <td style="padding-left: 20px;"> Routine Service _____ Change Filters _____ Clean Coils _____ Emergency Services _____ </td> <td style="padding-left: 20px;"> Regular _____ Overtime _____ </td> </tr> <tr> <td colspan="2"> For the Contractor Submitted By _____ </td> </tr> <tr> <td colspan="2"> Approved By _____ </td> </tr> <tr> <td colspan="2"> For the Owner Reviewed By _____ </td> </tr> <tr> <td colspan="2"> Accepted By _____ </td> </tr> </table>			Task/Labor Hours	Hours	Routine Service _____ Change Filters _____ Clean Coils _____ Emergency Services _____	Regular _____ Overtime _____	For the Contractor Submitted By _____		Approved By _____		For the Owner Reviewed By _____		Accepted By _____	
Equipment	Model/Serial	Location	Area Served	Service Period				Comments																																	
				1	2	3	4																																		
Building Comments																																									
Task/Labor Hours	Hours																																								
Routine Service _____ Change Filters _____ Clean Coils _____ Emergency Services _____	Regular _____ Overtime _____																																								
For the Contractor Submitted By _____																																									
Approved By _____																																									
For the Owner Reviewed By _____																																									
Accepted By _____																																									
Problems (Related to Service Contract)																																									

EXHIBIT 2

Inspection Report Form - Non-Routine Maintenance and Service

Contract Name _____ Building Name _____ Building Address _____		Contract # _____ Effective Date _____		Account Manager _____ Service Technician(s) _____	
Site Contact _____ Phone Number _____		Requested By _____ Report Date _____		Hours Regular _____ Overtime _____	
Equipment	Model/Serial	Date	Problem	Resolution	
Service Comments					
			For the Contractor Submitted By _____ Approved By _____		
			For the Owner Reviewed By _____ Accepted By _____		

EXHIBIT 3

PUBLIC WORKS ADMINISTRATION BLDG. - EQUIPMENT LIST

Inspection		Equipment Information										Specifications & Capacities					
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH	Heating Capacity	Output	Volts	Phase	HP	
										Total	Sens	Input					
		PTH-1	1	Packaged Terminal Heat Pump	Trane	Heat Pump	PTH-07	Exterior wall of Bldg	Washable					208	1		
		PTH-2	1	Packaged Terminal Heat Pump	Trane	Heat Pump	PTH-07	Exterior wall of Bldg	Washable					208	1		
		PTH-3	1	Packaged Terminal Heat Pump	Trane	Heat Pump	PTH-12	Exterior wall of Bldg	Washable					208	1		
		PTH-4	1	Packaged Terminal Heat Pump	Trane	Heat Pump	PTH-15	Exterior wall of Bldg	Washable					208	1		
		PTH-5	1	Packaged Terminal Heat Pump	Trane	Heat Pump	PTH-15	Exterior wall of Bldg	Washable					208	1		
		PTH-6	1	Packaged Terminal Heat Pump	Trane	Heat Pump	PTH-15	Exterior wall of Bldg	Washable					208	1		
		PTH-7	1	Packaged Terminal Heat Pump	Trane	Heat Pump	PTH-15	Exterior wall of Bldg	Washable					208	1		
		PTH-8	1	Packaged Terminal Heat Pump	Trane	Heat Pump	PTH-21	Exterior wall of Bldg	Washable					208	1		
		PTH-9	1	Packaged Terminal Heat Pump	Trane	Heat Pump	PTH-15	Exterior wall of Bldg	Washable					208	1		
		PTH-10	1	Packaged Terminal Heat Pump	Trane	Heat Pump	PTH-12	Exterior wall of Bldg	Washable					208	1		
		PTH-11	1	Packaged Terminal Heat Pump	Trane	Heat Pump	PTH-12	Exterior wall of Bldg	Washable					208	1		
		PTH-12	1	Packaged Terminal Heat Pump	Trane	Heat Pump	PTH-12	Exterior wall of Bldg	Washable					208	1		
		PTH-13	1	Packaged Terminal Heat Pump	Trane	Heat Pump	PTH-12	Exterior wall of Bldg	Washable					208	1		
		PTH-14	1	Packaged Terminal Heat Pump	Trane	Heat Pump	PTH-07	Exterior wall of Bldg	Washable					208	1		
		HP-1	1	Heat Pump	Trane	Heat Pump	TW6019C	Mens bathroom	20X20X1 (1)					208	1	1/8	
		CU-1	1	Condensing Unit	Trane	Condensing Unit	TTR036C100A3	Exterior of Bldg	None	36.5	24.0			208	1	1/4	
		CU-2	1	Condensing Unit	Trane	Condensing Unit	TTR018D100A1	Exterior of Bldg	None	18.7	13.4			208	1	1/8	
		CU-3	1	Condensing Unit	Trane	Condensing Unit	TTR030C100A	Exterior of Bldg	None	31.2	21.9			208	1	1/5	
		CU-4	1	Condensing Unit	Trane	Condensing Unit	TTR036C100AO	Exterior of Bldg	None	35.6	24.0			208	1	1/4	
		CU-5	1	Condensing Unit	Trane	Condensing Unit	TTR018D100A2	Exterior of Bldg	None	35.6	24.0			208	1	1/4	
		CU-6	1	Condensing Unit	Trane	Condensing Unit	TTR030C100A	Exterior of Bldg	None	31.2	21.9			208	1	1/5	
		CU-7	1	Condensing Unit	Trane	Condensing Unit	TTR030C100A3	Exterior of Bldg	None	31.2	21.9			208	1	1/5	
		CU-8	1	Condensing Unit	Trane	Condensing Unit	TTR036D100A3	Exterior of Bldg	None	35.6	24.0			208	1	1/4	
		F-1	1	Furnace	Trane	Furnace	XE-80	Above ceiling	14X25X1 (1)	1160		60	47	115	1	1/3	
		F-2	1	Furnace	Trane	Furnace	XE-80	Above ceiling	14X25X1 (1)	648		60	32	115	1	1/5	
		F-3	1	Furnace	Trane	Furnace	XE-80	Above ceiling	14X25X1 (1)	1053		60	32	115	1	1/3	
		F-4	1	Furnace	Trane	Furnace	XE-80	Above ceiling	14X25X1 (1)	1160		60	47	115	1	1/3	
		F-5	1	Furnace	Trane	Furnace	XE-80	Above ceiling	20X25X2 (1)	1160		60	47	115	1	1/3	
		F-6	1	Furnace	Trane	Furnace	XE-80	Above ceiling	16X25X1 (1)	1160		60	47	115	1	1/3	
		F-7	1	Furnace	Trane	Furnace	XE-80	Above ceiling	16X20X1 (1)	1160		60	47	115	1	1/3	
		F-8	1	Furnace	Trane	Furnace	XE-80	Above ceiling	20X20X1 (1)	1160		60	47	115	1	1/3	
		F-9	1	Furnace	Trane	Furnace	TUD080C948			1319		80	64	115	1	1/3	
		F-10	1	Furnace	Trane	Furnace	TUD060C956			1160		60	47	115	1	1	
		EF-1	1	Exhaust Fan	Greenheck	Exhaust Fan	SP-210			106				115	1	1	
		EF-2	1	Exhaust Fan	Greenheck	Exhaust Fan	SP-216			121				115	1	1	
		EF-3	1	Exhaust Fan	Greenheck	Exhaust Fan	SP-216			121				115	1	1	
		EF-4	1	Exhaust Fan	Greenheck	Exhaust Fan	SP-216			121				115	1	1	
		EF-5	1	Exhaust Fan	Greenheck	Exhaust Fan	SP-216			121				115	1	1	
		EF-6	1	Exhaust Fan	Greenheck	Exhaust Fan	SP-216			121				115	1	1	
		EF-7	1	Exhaust Fan	Greenheck	Exhaust Fan	SP-216			121				115	1	1	
		EWC-1	1	Electric Water Cooler	Haws	Water Cooler	HC55	2nd Floor						115	1	1	

EXHIBIT 3 (CONTINUED)

PUBLIC WORKS MAINTENANCE BLDG. - EQUIPMENT LIST														
Inspection		Equipment Information							Specifications & Capacities					
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description CFM	Model No	Location KW	Filter	Airflow CFM	Cooling Capacity MBH	Heating Capacity	Electrical	
											Total	Input	Output	Phase
		RH-1	6	Gas Radiant Heater	Wondair	Approx 40' Long		Ceiling						
		AC-1	7	Thru Wall A/C	Whirlpool			Ext Wa	Washable					
		EF-1	1	Inline Exh Fan	Air Performance			In Ceiling Over RR						
		EF-2	1	Ceiling Exh Fan				Locker / Shower						
		EWC-1	1	Electric Water Cooler				Hallway						
		HP-1	1	Pkg'd	Trane	2 Ton		Rooftop	20X20X1(1)					
		RH-1	2	Gas Radiant Heater	Reznor	Natural Gas	F200E	Auto Shop						
		UH-1		Unit Heater				Auto Shop						

WASTE WATER TREATMENT MAINTENANCE BLDG. - EQUIPMENT LIST														
Inspection		Equipment Information							Specifications & Capacities					
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description CFM	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH	Heating Capacity	Electrical	
											Total	Input	Output	Phase
		EWC-1	1	Elect Water Cooler	Elkay			Rooftop	4L200 (1)					
		EF-1	1	Centr Exh Fan										
		EF-2	1	Thru Wall Exh Fan										
		EF-3	2	Thru Wall Prop Exh Fan										
		HP-1	1		Trane		TWED036C 140B0		20X20X1 (1)					
		HP-2	1		Trane		TWED036C 140B0		20X20X1 (1)					
		CU-1	1		Trane		2TWB0036A10A							
		CU-2	1		Trane		2TWB0036A100A							
		UH-1	1	Elec Unit Heater	Taskmaster									
		RH-1	6	Elec Radiant Heater				Svc Bay Ceiling						

WASTE WATER TREATMENT EFFLUENT PUMP STATION - EQUIPMENT LIST														
Inspection		Equipment Information							Specifications & Capacities					
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description CFM	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH	Heating Capacity	Electrical	
											Total	Input	Output	Phase
		EF-1	1	Exh Fan				Rooftop	4L250 (1)					
		EF-2	1	Exh Fan	Greenheck	Thru Wall			AZ3 (1)					
		UH-1	1	Elec Unit Heater				From Wet Well						

EXHIBIT 3 (CONTINUED)

WASTE WATER TREATMENT SAND FILTER STRUCTURE - EQUIPMENT LIST																
Equipment Information					Specifications & Capacities											
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description CFM	Model No	Location KW	Filter	Airflow CFM	Cooling Capacity MBH Total	Heating Capacity MBH Input	Output	Volts	Phase	HP
		EF-1	1	Exh Fan	Cook	Exhaust Fan	210 ACE	Rooftop	41300 (1)							
		EF-2		Exh Fan	Cook	Exhaust Fan	210ACE-210C3B		41300 (1)							
		EF-3	1	Exh Fan				Bathroom	AZE (1)							
		AHU-1	1	Ceiling Exh Fan					16X20X2 (5) 20X20X2 (2)							

WASTE WATER TREATMENT LAB BLDG. - EQUIPMENT LIST																
Equipment Information					Specifications & Capacities											
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description CFM	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH Total	Heating Capacity MBH Input	Output	Volts	Phase	HP
		EWC-1	1	Elec Water Cooler				Rooftop								
		EF-1	1	Ctr Exh Fan				Bathroom								
		EF-2	1	Ceiling Exh Fan												
		FH-1	1	Fume Hood	Hamilton		Safe Air	Lab	20X20X1 (1)							
		CU-1	1	(HP-514)	Trane	X-810	2TWB0024A1		20X20X1 (1)							
		CU-2	1	(Lab)	Trane	XE-1000	TWR080C100A		20X20X1 (1)					208		
		CU-3	2	(So Office/Break Room)	Trane		TWR018C100A		16X20X1 (1)							
		CU-4	1	(HP-515)	Trane		2TWB0038A		20X20X1 (1)							
		FCU-1	1		Trane		2TWB0036A1000AA		20X20X1 (1)							

SOLID WASTE MAINTENANCE BLDG. - EQUIPMENT LIST																
Equipment Information					Specifications & Capacities											
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description CFM	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH Total	Heating Capacity MBH Input	Output	Volts	Phase	HP
		AC-1	1	Thru Wall A/C	LG				Washable							
		AC-2	2	Thru Wall A/C	Friedrich											
		EF-1	2	Ceiling Exh Fan				Bathroom								

EXHIBIT 3 (CONTINUED)

CD CONSTRUCTION BLDG. - EQUIPMENT LIST																
Equipment Information					Specifications & Capacities											
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH	Heating Capacity	Electrical			
											Total	Input	Output	Volts	Phase	HP
		HP-1	1	Split Syst	Lennox	W/Elec Air Filter	CB29M-31									
		CU-1	1		Lennox		HP-29-090-4P	Bathrooms	16X25X4 (1)							
		EF-1	2	Ceiling Fan												
		AC-1	1	Thru Wall AC	Kenmore			Bathrooms	Washable							

SENIOR CENTER BUILDING - EQUIPMENT LIST																
Equipment Information					Specifications & Capacities											
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH	Heating Capacity	Electrical			
											Total	Input	Output	Volts	Phase	HP
		HP-1	1	PCKGD	Lennox		CHP16-511-1P	Rooftop	24X24X2 (1)							
		HP-2	1	PCKGD	Lennox		CHP20-511-1P	Rooftop	24X24X2 (1)							
		EF-1	2	Ceiling Exh Fan				Bathrooms								
		EVC-1	1													

MUNICIPAL COURT BLDG. - EQUIPMENT LIST																
Equipment Information					Specifications & Capacities											
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH	Heating Capacity	Electrical			
											Total	Input	Output	Volts	Phase	HP
		SF-1	1	FURNACE	LENNOX		G12Q3E0110	ZONE 1	16X25X1 (1)	1405		110,000	84,000	120	1	1/3
		CU-1	1	CONDENSER	LENNOX		HS14-413V	ZONE 1		2800				208	3	1/10
			1	EVAPORATOR	LENNOX		C14-41-1FF	ZONE 1		1400	27.8					
		SF-2	1	FURNACE	LENNOX		G16Q3-100	ZONE 2	16X25X1 (1)	2450		100,000	80,000	120	1	3/4
		CU-2	1	CONDENSER	LENNOX		HS14-513V	ZONE 2		2400	39.6			208	3	1/6
			1	EVAPORATOR	LENNOX		C14-65-1FF	ZONE 2		1517						
		SF-3	1	FURNACE	LENNOX		G14Q4-60	ZONE 3	16X25X1 (1)	1500		60,000	55,000	120	1	1/2
		CU-3	1	CONDENSER	LENNOX		HS14-413V	ZONE 3		1500	28.1			208	3	1/10
			1	EVAPORATOR	LENNOX		C14-41-1FF	ZONE 3		2235						
		SF-4	1	FURNACE	LENNOX		G16Q4/SK-125	ZONE 5	16X25X1 (1)	2235		125,000	95,000	120	1	3/4
		CU-4	1	CONDENSER	LENNOX		HS14-413V	ZONE 5		2200	38.3			208	3	1/16
			1	EVAPORATOR	LENNOX		C14-41-1FF	ZONE 5		2235		125,000	95,000	120	1	3/4
		SF-5	1	FURNACE	LENNOX		G16Q4/SK-125	ZONE 5	16X25X1 (1)	2235		125,000	95,000	208	3	1/16
		CU-5	1	CONDENSER	LENNOX		HS14-513V	ZONE 5		2200	38.3			208	3	1/16
			1	EVAPORATOR	LENNOX		C14-85	ZONE 5		2070		80,000	74,000	120	1	3/4
		SF-6	1	FURNACE	LENNOX		G14Q3X-80	ZONE 6	16X25X1 (1)	2070		80,000	74,000	120	1	3/4
		CU-6	1	CONDENSER	LENNOX		HS14-513V	ZONE 6		2000	38.3			208	3	1/6
			1	EVAPORATOR	LENNOX		C14-65	ZONE 6		1250		110	86	120	1	1/15
		UH-1	1	UNIT HEATER	LENNOX		LF3E-110	INSPECTION		875				120	1	1/16
		EF-1	1	EXHAUST FAN	GREENHECK		G-120-B	RESTROOMS		400				120	1	1/20
		EF-2	1	EXHAUST FAN	GREENHECK		G-85-G	KITCHEN		2600	56.5	51.9		208	3	1
		EF-3	1	EXHAUST FAN	GREENHECK	ABANDONED		CONF ROOM		5050				208	3	1/3
		MCL-1	1	MODULAR COOLING UNIT	LEIBERT	EVAPORATOR	DATA MATE	INDOOR	20X25X2 (2)							
			1	MODULAR COOLING UNIT	LEIBERT	CONDENSER		OUTDOOR	Washable							
		EVC-1	1	ELECTRIC WATER COOLER												

EXHIBIT 3 (CONTINUED)

CITY HALL - EQUIPMENT LIST																	
Inspection		Equipment Information						Specifications & Capacities									
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow	Cooling Capacity MBH	Heating Capacity		Electrical			
											Total	Sens	Input	Output	Volts	Phase	HP
		RTU-1	1	HANDLER	TRANE	GAS/ELECTRIC	YCG 080 A1L	ROOFTOP	16X20X1 (2)	990	28.0	20.2	40,000 BTU	31,000 BTU			1/3
		RTU-2	1	HANDLER	TRANE	GAS/ELECTRIC	YCD 048 A3LO	ROOFTOP	20X25X2 (2)	1700	50.9	36.0	90,000 BTU	71,000 BTU			1/2
		RTU-3	1	HANDLER	TRANE	GAS/ELECTRIC	YCG 024 A1L	ROOFTOP	20X25X1 (1)	800	23	17.5	40,000 BTU	31,000 BTU			1/5
		RTU-4	1	HANDLER	TRANE	GAS/ELECTRIC	YCD 036 A3LO	ROOFTOP	20X25X2 (2)	1500	39.8	28.1	90,000 BTU	71,000 BTU			2/5
		RTU-5	1	HANDLER	TRANE	GAS/ELECTRIC	YCD 086 A3LO	ROOFTOP	20X25X2 (2)	1225	39.8	28.1	80,000 BTU	65,000 BTU			2/3
		RTU-6	1	HANDLER	TRANE	GAS/ELECTRIC	YCD 048 A3LO	ROOFTOP	20X25X2 (2)	1375	50.9	36	90,000 BTU	71,000 BTU			1/2
		RTU-7	1	HANDLER	TRANE	GAS/ELECTRIC	YCD 048 A3LO	ROOFTOP	20X25X2 (2)	1725	50.9	36	90,000 BTU	71,000 BTU			1/2
		RTU-8	1	HANDLER	TRANE	GAS/ELECTRIC	YCD 060 A3LO	ROOFTOP	20X25X2 (2)	2150	65.2	46.1	90,000 BTU	71,000 BTU			0.6
		RTU-9	1	HANDLER	TRANE	GAS/ELECTRIC	YCD 060 A3LO	ROOFTOP	20X25X1 (3)	2150	65.2	46.1	90,000 BTU	71,000 BTU			0.6
		AC-1	1	AIR CONDITIONER	HIROSS	ROOM AC	HILANDER II	SERVER ROOM									
		AC-2	1	DUCTLESS AC UNIT	MITSUBISHI	DUCTLESS AC UNIT	MR. SLIM	DATA ROOM	Washable								
		CJ-2	1	CONDENSING UNIT	MITSUBISHI	CONDENSING UNIT	PUG 30 AYB	OUTDOORS									
		UH-1	1	UNIT HEATER	REZNOR	GAS	F 25	INDOOR	14X24X (1)				25,000 BTU				
		BBH-1	1	BASEBOARD HEATER	CHROMALOX	ELECTRIC / 30"	QMKC	INDOOR						282 W			
		CUH-1	1	HEATER	QIMARK	T-STAT	CUB-REF-1211-W	ENTRANCE						2 KW			
		EF-1	3	INLINE	PENN ZEPHYR	WATTS IN	Z10 TDA	INDOOR		300							
		EF-2	1	INLINE	PENN DOMEX	CENTRIFUGAL	AT24	ROOFTOP		950							1/8

POLICE EVIDENCE BUILDING - EQUIPMENT LIST																	
Inspection		Equipment Information						Specifications & Capacities									
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow	Cooling Capacity MBH	Heating Capacity		Electrical			
										CFM	Total	Sens	Input	Output	Volts	Phase	HP
		EF-1	2	FAN		EXHAUST FAN		BATHROOM									
		UH-1	1	HEATER	Q-MARK			HIGH WALL									

EXHIBIT 3 (CONTINUED)

Inspection		PUBLIC SAFETY BUILDING - EQUIPMENT LIST										Specifications & Capacities				
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description CFM	Model No	Location KW	Filter	Airflow CFM	Cooling Capacity MBH	Heating Capacity	Electrical	HP		
											Total	Input	Output	Phase		
											Sens			Volts		
		AC-1		AIR CONDITIONER	CARRIER	NATURAL GAS	48DR020	ROOFTOP		6000	229.0		216	208	3	5.0
		AC-2		AIR CONDITIONER	CARRIER	NATURAL GAS	48HH-007	ROOFTOP		2700	79.2		92.4	208	3	1.5
		AC-3		AIR CONDITIONER	CARRIER	NATURAL GAS	48KLA-118	ROOFTOP		555	17.8		32	208	1	1.2 FLA
		AC-4		AIR CONDITIONER	CARRIER	NATURAL GAS	48HH-007	ROOFTOP		2400	79.2		92.4	208	3	1.5
		OU-1		SPLIT HEAT PUMP	CARRIER	OUTDOOR UNIT	38BC008	OUTDOOR			91		55	208	3	3.6 FLA
		OU-2		SPLIT HEAT PUMP	CARRIER	OUTDOOR UNIT	38BC008	OUTDOOR			91		55	208	3	3.6 FLA
		OU-3		SPLIT HEAT PUMP	CARRIER	OUTDOOR UNIT	38QH042	OUTDOOR			42		28.7	208	3	0.9 FLA
		OU-4		SPLIT HEAT PUMP	CARRIER	OUTDOOR UNIT	38BC008	OUTDOOR			91		55	208	3	3.6 FLA
		OU-5		SPLIT HEAT PUMP	CARRIER	OUTDOOR UNIT	38QH030	OUTDOOR			29.2		18.3	208	3	0.9 FLA
		OU-6		SPLIT HEAT PUMP	CARRIER	OUTDOOR UNIT	38QH048	OUTDOOR			47		31.3	208	3	1.9 FLA
		OU-7		SPLIT HEAT PUMP	CARRIER	CONDENSING UNIT	38YCC030500	ROOFTOP								
		C-1		COOLING COIL												
		IU-1		SPLIT HEAT PUMP	CARRIER	INDOOR UNIT	40BA009	MOUNTED		2500			66.8 ELECT	208	1/3	1.0
		IU-2		SPLIT HEAT PUMP	CARRIER	INDOOR UNIT	40BA009	MOUNTED		2500			66.8 ELECT	208	1/3	1.0
		IU-3		SPLIT HEAT PUMP	CARRIER	INDOOR UNIT	40QH048	MOUNTED		1700			ELECT	208	1/3	4.8 FLA
		IU-4		SPLIT HEAT PUMP	CARRIER	INDOOR UNIT	40BA009	MOUNTED		2500			66.8 ELECT	208	1/3	1.0
		IU-5		SPLIT HEAT PUMP	CARRIER	INDOOR UNIT	40AC030	MOUNTED		950			ELECT	208	1	3.6 FLA
		IU-6		SPLIT HEAT PUMP	CARRIER	INDOOR UNIT	40QH048	MOUNTED		1700			ELECT	208	1/3	4.8 FLA
		EF-1		EXHAUST FAN	JENN-AIR	CENTRIFUGAL	121NBR	MOUNTED		580				115	1	1/6
		EF-2		EXHAUST FAN	JENN-AIR	CENTRIFUGAL	123NBR	MOUNTED		1240				115	1	1/3
		EF-3		FAN	BROAN	HOOD	42000	MOUNTED		190				115	1	
		EF-4		EXHAUST FAN	JENN-AIR	VERTICAL	4001-VER	MOUNTED		232				115	1	2.3 FLA
		EF-5		EXHAUST FAN	JENN-AIR	VERTICAL	3001-VER	MOUNTED		200				115	1	1.3 FLA
		EF-6		EXHAUST FAN	JENN-AIR	VERTICAL	5001-VER	MOUNTED		360				115	1	3.3 FLA
		EF-7		EXHAUST FAN	JENN-AIR	VERTICAL	5001-VER	MOUNTED		410				115	1	3.3 FLA
		EF-8		EXHAUST FAN	JENN-AIR	CENTRIFUGAL	121NBR	MOUNTED		420				115	1	1/6
		EF-9		EXHAUST FAN	JENN-AIR	CENTRIFUGAL	122NBR	MOUNTED		1000				115	1	1/4
		EF-10		EXHAUST FAN	JENN-AIR	VERTICAL	1001-VER	MOUNTED		90				115	1	0.7 FLA
		EF-11		FAN	BROAN	HOOD	42000	MOUNTED		190				115	1	
		EF-12		EXHAUST FAN	JENN-AIR	VERTICAL	4001-VER	MOUNTED		232				115	1	2.3 FLA
		EF-13		EXHAUST FAN	JENN-AIR	HORIZONTAL	1001-HOR	MOUNTED		109				115	1	0.7 FLA
		EF-14		EXHAUST FAN	JENN-AIR	VERTICAL	3001-VER	MOUNTED		200				115	1	1.3 FLA
		EF-15		EXHAUST FAN	JENN-AIR	VERTICAL	1001-VER	MOUNTED		90				115	1	0.7 FLA
		E-16		EXHAUST FAN	JENN-AIR	VERTICAL	1001-VER	MOUNTED		90				115	1	0.7 FLA
		EF-17		EXHAUST FAN	JENN-AIR	W/WALL CAP	4001-VER	MOUNTED		232				115	1	2.3 FLA
		EF-18		EXHAUST FAN	JENN-AIR	W/WALL CAP	5001-VER	MOUNTED		360				115	1	3.3 FLA
		EF-19		EXHAUST FAN	JENN-AIR	VERTICAL	4001-VER	MOUNTED		190				115	1	2.3 FLA
		EF-20		FAN	BROAN	HOOD	42000	MOUNTED		190				115	1	
		EF-21		EXHAUST FAN	JENN-AIR	CENTRIFUGAL	141-CW	MOUNTED		2510				115	1	1/2
		SF-1		SUPPLY FAN	JENN-AIR	AXIAL	120ARS	MOUNTED		700				115	1	1/4
		UH-1		UNIT HEATER	REZTOR	NATURAL GAS	XL-105	INDOOR		1195		105	81.9	115	1	1/20

EXHIBIT 3 (CONTINUED)

LIBRARY - EQUIPMENT LIST														
Equipment Information														
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH	Heating Capacity MBH	Electrical	
											Total	Input	Output	Phase
		AHU-1	1	AIR HANDLING	CARRIER	SPLIT SYSTEM	40RR0012-6550	MECH. RMS.	20x25x1 (3)	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.	20x25x2 (3)	510	166.5			
		HP-2	1	HEAT PUMP	CARRIER	SPLIT SYSTEM	38AQS012-6	SLAB				94.2 MBH		
		AHU-3	1	AIR HANDLING UNIT	CARRIER	SPLIT SYSTEM	40RR016-6	MECH. RMS.	16x25x2 (3)	7400	199.8			
		HP-3	2	HEAT PUMP	CARRIER	SPLIT SYSTEM	38AQS012-6	SLAB				119.7 MBH		
		AHU-4	1	AIR HANDLING	CARRIER	SPLIT SYSTEM	40RR012-6550	MECH. RMS.	20x25x1 (3)	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.	20x25x2 (3)	5640	175.3			
		HP-5	1	HEAT PUMP	CARRIER	SPLIT SYSTEM	38AQS012-6	SLAB				95.3 MBH		
		AHU-6	1	AIR HANDLING	CARRIER	SPLIT SYSTEM	40RR012-6550	MECH. RMS.	20x25x1 (3)	3985	114.7			
		HP-6	1	HEAT PUMP	CARRIER	SPLIT SYSTEM	38AQS012-6	SLAB				64.0 MBH		
		HP-7	1	HEAT PUMP	CARRIER	SPLIT SYSTEM	38AQS012-7	SLAB						
		RAF	4	IN-LINE FAN	GREENHECK	RETURN FAN	BSQ240-20X							
		EF-1	4	EXHAUST FAN		CEILING EXHAUST								
		EF-2	2	EXHAUST FAN		IN-LINE EXHAUST								
		EW-2	2	DRINKING		ELECTRIC WATER								

PARKS ADMINISTRATION OFFICE - EQUIPMENT LIST														
Equipment Information														
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH	Heating Capacity MBH	Electrical	
											Total	Input	Output	Phase
		AHU-1	1	FAN	RHEEM	GAS	RKKA-AQ48K10E	BATHROOM	16X25X2 (2)					
		EF-1	1	FAN				BATHROOM						
		EF-2	1	EXHAUST FAN				BATHROOM						

PARKS MAINTENANCE BUILDING - EQUIPMENT LIST														
Equipment Information														
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH	Heating Capacity MBH	Electrical	
											Total	Input	Output	Phase
		UH-1	1	HEATER	KING			HIGH WALL						
		EF-1	2	EXHAUST FAN				BATHROOMS						

EXHIBIT 3 (CONTINUED)

PARKS BARN - EQUIPMENT LIST																
Inspection		Equipment Information						Specifications & Capacities								
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH Total	Heating Capacity MBH Input	Output	Volts	Phase	HP
		UH-1	1	HEATER	CADET			HIGH WALL								
		EF-1	2	FAN				BATHROOM								

MUNICIPAL GOLF COURSE MAINTENANCE BUILDING - EQUIPMENT LIST																
Inspection		Equipment Information						Specifications & Capacities								
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH Total	Heating Capacity MBH Input	Output	Volts	Phase	HP
		UH-1	1	GAS UNIT HEATER	LENNOX		LF24200A	HIGH WALL								
		UH-2	1	ELECTRIC UNIT HEATER	AMERICAN STANDARD		TEV0256100A0	HIGH WALL	17X20X1 (1)							
		EF-1	1	PROP EXHAUST FAN		THRU WALL										
		EF-2	1	PROP EXHAUST FAN	Dayton	W/DAMPER										

MUNICIPAL GOLF COURSE PRO SHOP - EQUIPMENT LIST																
Inspection		Equipment Information						Specifications & Capacities								
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH Total	Heating Capacity MBH Input	Output	Volts	Phase	HP
		EF-1	1	CEILING FAN				BATHROOM								
		HP-1	1	PCKG'D	TRANE		YSC036A3RMA01-300A		20X25X2 (2)							

MUNICIPAL GOLF COURSE RESTAURANT - EQUIPMENT LIST																
Inspection		Equipment Information						Specifications & Capacities								
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH Total	Heating Capacity MBH Input	Output	Volts	Phase	HP
		EF-1	2	FAN				BATHROOMS								
		EF-2	1	EXHAUST FAN	CAPTIVE-AIRE		NCA16FA	ROOFTOP								
		EF-3	1	HOOD EXH FAN	CAPTIVE-AIRE		362AVHI	KITCHEN								
		CH-1	1	CHILLER	KARAK INC.	FREEZER	RAE1-2ED									
		AHU-1	1		TRANE		YCH12DC3MAOC		20X25X2 (2)							
		AHU-2	1		TRANE		00A		16X25X2 (2)							
		VF-1	1	FAN UNIT	CAN-FAB		TR8 104-HPE		16X25X2 (2)							
		V-1	1	POWER	REZNOR		A2-G12	ROOFTOP								

EXHIBIT 3 (CONTINUED)

WATER FILTRATION PLANT - EQUIPMENT LIST																
Inspection		Equipment Information						Specifications & Capacities								
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH	Heating Capacity	Electrical			
											Total	Input	Output	Volts	Phase	HP
		EF-1	2	AXIAL INLINE EXH	GREENHECK				BX 63 (2)							
		EF-1	1	CEILING EXH FAN				BATHROOM	BX 64 (2)							
		UH-1	5	GAS UNIT HEATER	STERLING											
		UH-2	2	ELEC UNIT HEATER	TASKMASTER											
		AHU-1	1		TRANE		2TEC3P24A 1000AA									
		OU-1	1	X813	TRANE		2TW83024A 1000AA		20X20X1 (3)							

EDWARD SPRINGS - EQUIPMENT LIST																
Inspection		Equipment Information						Specifications & Capacities								
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH	Heating Capacity	Electrical			
											Total	Input	Output	Volts	Phase	HP
		EF-1	1	Exhaust Fan	Cook	Exhaust Fan	2AAFBV-C									
		EF-1	1	Exhaust Fan	Cook	Exhaust Fan	100ACW-100W3B									
		UH-1	1	Heater		Heater	P3P5S057									

EXHIBIT 4

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)

EXHIBIT 4 (CONTINUED)

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.

EXHIBIT 4 (CONTINUED)

TEMPERATURE CONTROL/DIGITAL MANAGEMENT SYSTEMS

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

Routine Inspection Procedures:

Frequency: Weekly

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

EXHIBIT 4 (CONTINUED)

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.

EXHIBIT 4 (CONTINUED)

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.

EXHIBIT 4 (CONTINUED)

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.
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.

EXHIBIT 4 (CONTINUED)

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.

EXHIBIT 4 (CONTINUED)

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 & RADIANT 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.

EXHIBIT 4 (CONTINUED)

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.

Addendum No. 1 to

HVAC MAINTENANCE, REPAIR, AND NEW INSTALLATION

CONTRACT

THIS Addendum No. 1 to the HVAC Maintenance, Repair, and New Installation Contract between the CITY OF MARYSVILLE ("City") and Diamond B Constructors, Inc. ("Contractor") is entered into this ____ day of February, 2009.

The Contract Documents are hereby amended by amending Section C.13 on page 12 of 49 and Section 15) on page 20 of 49 to read as follows.

INSURANCE

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General

liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Contractor's insurance coverage shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

F. Subcontractors

Contractor shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Contractor. Upon request by the City, the Contractor shall provide evidence of such insurance.

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

CITY OF MARYSVILLE

Attest:

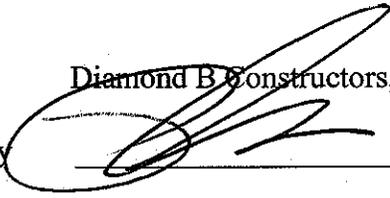
By _____
Dennis Kendall, Mayor

By _____
City Clerk

Approved as to form:

By _____
City Attorney

Diamond B Constructors, Inc.

By  _____

Its SR.VP & GM _____

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/17/2009

PRODUCER
Kibble & Prentice, a USI Co.
601 Union Street, Suite 1000
Seattle, WA 98101
206 441-6300

INSURED
Diamond B Constructors Inc
3436 Airport Drive
Bellingham, WA 98226

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Charter Oak Fire Insurance Company	25615
INSURER B: Westchester Fire Insurance Company	21121
INSURER C: Travelers Indemnity Company	25658
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded: \$10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	DTC0526D6958COF08	05/01/08	05/01/09	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000								
C		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	DT810526D6958IND08	05/01/08	05/01/09	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	G2201304A003	05/01/08	05/01/09	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$ \$								
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	DTC0526D6958COF08 WA Stop Gap Only	05/01/08	05/01/09	<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$1,000,000</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE - EA EMPLOYEE	\$1,000,000	E.L. DISEASE - POLICY LIMIT	\$1,000,000
WC STATUTORY LIMITS	OTHER													
E.L. EACH ACCIDENT	\$1,000,000													
E.L. DISEASE - EA EMPLOYEE	\$1,000,000													
E.L. DISEASE - POLICY LIMIT	\$1,000,000													

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

HVAC Maintenance and Repair Services. The City of Marysville, its elected officials, officers and employees are Additional Insured and coverage is primary and non-contributory per attached endorsement.
*10 days notice of cancellation for non-payment of premium

CERTIFICATE HOLDER

City of Marysville
80 Columbia Avenue
Marysville, WA 98270

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Colleen A. MacLennan

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.



H. PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that Diamond B ^{CONSTRUCTORS} Contractors, Inc. ^{RWC} of Bellingham, WA as Principal, and Fidelity and Deposit Company of Maryland as Surety, are jointly and severally held and bound unto the City of Marysville in the sum of Thirty Five Thousand Five Hundred Forty Six Dollars and Twenty Five Cents (\$35,546.25), 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 February, 2009, 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: HVAC MAINTENANCE, REPAIR, AND NEW INSTALLATION CONTRACT, Project No. FA012009.

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 February _____ 20 09 .

Diamond B ^{CONSTRUCTORS} Contractors, Inc. ^{RWC}
BY: _____
PRINCIPAL Peter W. Chapman,
Sr. VP & GM

Fidelity and Deposit Company of Maryland
By: Mary A. Dobbs
SURETY Mary A. Dobbs, Attorney-in-Fact.

Kibble & Prentice, A USI Company, 601 Union Street, Suite 1000, Seattle, WA 98101-4064

Address of local office and agent of Surety Company

Approved as to form _____ 20 ____.

CITY ATTORNEY

APPROVED

CITY CLERK

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Steven W. PALMER, Mary A. DOBBS, Holly E. ULFERS, Roxana PALACIOS, Bonny SMITH, Heather ALLEN, Patricia L. RUSSELL, Teri L. FRANKLIN, Susan L. GARRED and Jeanne M. HAGEL, all of Seattle, Washington, EACH its true and lawful agent and Attorney-in-fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Steven W. PALMER, Mary A. DOBBS, David J. FORSYTH, Holly ULFERS, Roxana PALACIOS, Heather ALLEN, Patricia L. RUSSELL, Teri L. FRANKLIN, Susan L. GARRED, Jeanne M. HAGEL, dated July 17, 2007.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 12th day of February, A.D. 2008.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gregory E. Murray

Theodore G. Martinez

Gregory E. Murray Assistant Secretary

By: Theodore G. Martinez

State of Maryland }
City of Baltimore } ss:

On this 12th day of February, A.D. 2008, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski

Maria D. Adamski Notary Public
My Commission Expires: July 8, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this _____ day of February, 2009.

Ronald T. Holby
Assistant Secretary

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 23, 2009

AGENDA ITEM: Supplemental Agreement No. 1 – Stormwater Comprehensive Plan	AGENDA SECTION:	
PREPARED BY: Kari Chennault, Program Engineer – Surface Water	APPROVED BY: 	
ATTACHMENTS: • Supplement No. 1 for time extension	MAYOR	CAO
	AMOUNT: N/A	
BUDGET CODE: 40145040.541000 D0720		

DESCRIPTION:

This supplement is for a no cost time extension to the Stormwater Comprehensive Plan Professional Service Agreement dated September 24, 2007. The contract end date will be extended to April 1, 2010.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign Supplement No. 1 to the Stormwater Comprehensive Plan Professional Service Agreement.

COUNCIL ACTION:

**SUPPLEMENTAL AGREEMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT
FOR
CITY OF MARYSVILLE**

This Supplemental Agreement No. **1** is made and entered into on the ____ day of _____, 2009, between the City of Marysville, hereinafter called the "City" and **Otak, Inc.**, hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for the **Stormwater Comprehensive Plan**, hereinafter called the "Project," said Agreement being dated **September 24, 2007**; and

WHEREAS, both parties desire to supplement said Agreement, by extending the time for completion of the work,

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

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

3. Article III, Section III.3 of the Original Agreement, "TIME OF PERFORMANCE", is amended to provide that all work shall be completed no later than **April 1, 2010**.

The Total Amount payable to the Consultant is summarized as follows:

Original Agreement	\$400,000.00
Supplemental Agreement No. 1	<< No Cost Time Extension >>
Grand Total	\$400,000.00

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

CITY OF MARYSVILLE

CONSULTANT

By: _____
Dennis Kendall, Mayor

By: Russell Gaston
Russell Gaston, Principal

ATTEST/AUTHENTICATED:

City Clerk

APPROVED AS TO FORM:

Marysville City Attorney

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 23, 2009

AGENDA ITEM: Project Acceptance: 2008 Fixed Network Automated Meter Reading (AMR) System. Water Meter Equipment Procurement	AGENDA SECTION:	
PREPARED BY: Larry Larson, Public Works Superintendent	APPROVED BY: <i>SL</i> 	
ATTACHMENTS:		
	MAYOR	CAO
BUDGET CODE: 40220594.563000 W0607	AMOUNT: N/A	

DESCRIPTION:

The City Council awarded the 2008 Fixed Network AMR System Water Meter Equipment Procurement to Neptune Technology Group on May 12, 2008. All work performed under this contract has been completed in accordance with the approved Plans and Specifications.

RECOMMENDED ACTION:

Staff recommends that Council authorized the Mayor to accept the Fixed Network AMR System Water Meter Equipment Procurement project, marking initiation of the 45-day lien filing period for project closeout.

COUNCIL ACTION:

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 23, 2009

AGENDA ITEM: Professional Services Agreement – Amendment No. 1 to Downtown Infrastructure Plan	AGENDA SECTION: Consent	
PREPARED BY: Gloria Hirashima, Community Development Director	APPROVED BY:	
ATTACHMENTS: 1. Amendment No. 1		
	MAYOR	CAO
BUDGET CODE: 07524 00102020.541000 Professional Services	AMOUNT:	

DESCRIPTION:

The amendment would extend the completion date for the Downtown Infrastructure Plan to December 31, 2009. Staff anticipates that a draft plan can be issued by March 2009. The contract will run through anticipated hearing and adoption processes which may run through the end of the year. The total contract amount is unchanged.

RECOMMENDED ACTION:

Community Development staff recommends that Council authorize the Mayor to sign the proposed amendment.

COUNCIL ACTION:

AMENDMENT NO. ____
TO
PROFESSIONAL SERVICES AGREEMENT
FOR
CITY OF MARYSVILLE

This Amendment No. 1 is made and entered into on the ____ day of _____, _____, between the City of Marysville, hereinafter called the "City" and Makers, Inc., a Washington corporation, hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for a Downtown Infrastructure Plan, hereinafter called the "Project," said Agreement being dated November 13, 2007; and

WHEREAS, both parties desire to amend said Agreement to provide for a new completion date of December 31, 2009.

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

Each and every provision of the Original Agreement for Professional Services dated November 13, 2007, shall remain in full force and effect, except as modified in the following sections:

Article III.3 of the Original Agreement, "TIME OF PERFORMANCE", is amended to provide that all work shall be completed by December 31, 2009.

The Total Amount payable to the Consultant is summarized as follows:

Original Agreement	\$ <u>199,935</u>
Amendment No.1 New Total	\$ <u>199,935</u>

IN WITNESS WHEREOF, the parties hereto have executed this

PROFESSIONAL SERVICES AGREEMENT - 1
Amendment

AMENDMENT NO. 1 as of the day and year first above written.

CITY OF MARYSVILLE _____

By: _____
Mayor

By: _____
Its _____

ATTEST/AUTHENTICATED:

City Clerk

APPROVED AS TO FORM:

Marysville City Attorney

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 23, 2009

AGENDA ITEM: Professional Services Agreement – Amendment No. 1 to Downtown Infrastructure Plan Planned Action EIS	AGENDA SECTION: Consent	
PREPARED BY: Gloria Hirashima, Community Development Director	APPROVED BY:	
ATTACHMENTS: 1. Amendment No. 1		
	MAYOR	CAO
BUDGET CODE: 07524 00102020.541000 Professional Services	AMOUNT:	

DESCRIPTION:

The amendment would extend the completion date for the Downtown Infrastructure Plan Planned Action EIS to December 31, 2009. Staff anticipates that a draft plan can be issued by March 2009. The contract will run through anticipated hearing and adoption processes which may run through the end of the year. The total contract amount is unchanged.

RECOMMENDED ACTION: Community Development staff recommends that Council authorize the Mayor to sign the proposed amendment.
COUNCIL ACTION:

AMENDMENT NO. ____
TO
PROFESSIONAL SERVICES AGREEMENT
FOR
CITY OF MARYSVILLE

This Amendment No. 1 is made and entered into on the ____ day of _____, _____, between the City of Marysville, hereinafter called the "City" and Makers, Inc., a Washington corporation, hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for a Downtown Infrastructure Plan Planned Action Environmental Impact Statement, hereinafter called the "Project," said Agreement being dated January 4, 2008; and

WHEREAS, both parties desire to amend said Agreement to provide for a new completion date of December 31, 2009.

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

Each and every provision of the Original Agreement for Professional Services dated January 4, 2008, shall remain in full force and effect, except as modified in the following sections:

Article III.3 of the Original Agreement, "TIME OF PERFORMANCE", is amended to provide that all work shall be completed by December 31, 2009.

The Total Amount payable to the Consultant is summarized as follows:

Original Agreement	\$ <u>75,000</u>
Amendment No.1 New Total	\$ <u>75,000</u>

IN WITNESS WHEREOF, the parties hereto have executed this

PROFESSIONAL SERVICES AGREEMENT - 1
Amendment

AMENDMENT NO. 1 as of the day and year first above written.

CITY OF MARYSVILLE _____

By: _____
Mayor

By: _____
Its _____

ATTEST/AUTHENTICATED:

City Clerk

APPROVED AS TO FORM:

Marysville City Attorney

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 23, 2009

AGENDA ITEM: Interlocal Agreement with City of Lynnwood for Electrical Inspection and Plan Review Services	AGENDA SECTION: New Business	
PREPARED BY: Gloria Hirashima, Community Development Director	APPROVED BY:	
ATTACHMENTS: 1. Proposed Interlocal Agreement		
	MAYOR	CAO
BUDGET CODE: 07524 00102020.511100	AMOUNT:	

DESCRIPTION:

The City of Marysville provides electrical inspection and plan review services throughout the City limits. Marysville has one electrical inspector within the Community Development Department. In order to provide back up for workload fluctuations and leave, staff has approached the City of Lynnwood for an interlocal agreement on electrical inspection services. The City of Lynnwood has two inspectors and has operated an electrical program for several years. The agreement would enable Lynnwood to conduct electrical inspection and plan review for the City of Marysville, as needed. It would also enable Marysville to conduct electrical inspections in Lynnwood, as needed. Inspection services would be billed to each city based on actual time spent.

RECOMMENDED ACTION: Community Development staff recommends that Council authorize the Mayor to sign the proposed Interlocal Agreement.
COUNCIL ACTION:

After Recording Return To:
City Clerk
City of Marysville
1049 State Avenue
Marysville, WA 98270

Agencies: City of Marysville and City of Lynnwood
Tax Account No.: N/A
Legal Description: N/A
Reference No. of Documents Affected: Interlocal Recorded at AF# _____
Filed with the Auditor pursuant to RCW 39.34.040
Documents Title:

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF LYNNWOOD
AND THE CITY OF MARYSVILLE
CONCERNING ELECTRICAL INSPECTION SERVICES
AND ELECTRICAL PLAN REVIEW SERVICES**

THIS Agreement (“Agreement”) is entered into by the City of Marysville, a municipal corporation of the State of Washington ("MARYSVILLE") and the City of Lynnwood, a municipal corporation of the State of Washington ("LYNNWOOD").

WHEREAS, both Cities are required to administer and enforce the State Building Code pursuant to Chapter 19. 27 RCW; and

WHEREAS, both Cities provide electrical inspections services pursuant to RCW 19.28.450; and

WHEREAS, each City has adopted other appropriate codes and standards for electrical inspection within its corporate boundaries; and

WHEREAS, each City employs a Washington State Licensed Journeyman Electrician who perform electrical plan review, field inspection, and customer service related to the issuance and inspection of electrical permits, as well as investigations and enforcement of electrical code violations; and

WHEREAS, both Cities are in need of back-up, as needed, electrical inspection services; and,

WHEREAS, each City is able and willing to provide back up, as needed, electrical inspection services to the other City; and

WHEREAS, this Agreement between the Cities is made pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, for the purpose of creating a cooperative agreement between LYNNWOOD and MARYSVILLE, two governmental entities, in order to provide reciprocal electrical plan review and electrical inspection services.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, LYNNWOOD and MARYSVILLE agree as follows:

Section 1. SCOPE OF SERVICES

1.1 LYNNWOOD upon request by MARYSVILLE, agrees to provide electrical inspection services to MARYSVILLE as needed and as defined in this Agreement. LYNNWOOD'S performance of said services under this Agreement may be limited by the availability of LYNNWOOD personnel.

MARYSVILLE upon request by LYNNWOOD, agrees to provide electrical inspection services to LYNNWOOD as needed and as defined in this Agreement. MARYSVILLE'S performance of said services under this Agreement may be limited by the availability of MARYSVILLE'S personnel.

1.2 **DUTIES OF INSPECTION SERVICES:**

- A. City of Lynnwood will perform back-up electrical inspections and plan review as requested by the City of Marysville.
- B. City of Marysville will perform back-up electrical inspections and plan review as requested by the City of Lynnwood.
- C. Both the City of Marysville and the City of Lynnwood will provide written documentation and communicate regarding electrical inspections and plan review procedures and policies as agreed upon.
- D. Both the City of Marysville and the City of Lynnwood agree to periodically meet to review the progress of electrical inspection procedures and policies at any reasonable time.

1.3 It is understood and agreed by both parties that LYNNWOOD staff providing services pursuant to this Agreement are acting in their official capacity as employees of LYNNWOOD and shall be under the exclusive direction and control of LYNNWOOD.

It is understood and agreed by both parties that MARYSVILLE staff providing services pursuant to this Agreement are acting in their official capacity as employees of

MARYSVILLE and shall be under the exclusive direction and control of MARYSVILLE.

1.4 LYNNWOOD and MARYSVILLE may use any resources available to them to provide agreed upon review and inspection services, including, but not limited to, additional personnel.

1.5 All LYNNWOOD code enforcement matters will be initiated and processed by LYNNWOOD.

All MARYSVILLE code enforcement matters will be initiated and processed by MARYSVILLE.

1.6 LYNNWOOD and MARYSVILLE agree to cooperate with all terms and conditions of this Agreement, and shall furnish any information, or other material available to it as may be required in the course of the performance of this Agreement.

1.7 LYNNWOOD, by this Agreement, and to the extent contained herein, delegates on an as needed, requested basis, to MARYSVILLE the authority to perform on LYNNWOOD'S behalf those services as provided in this Agreement and within LYNNWOOD'S jurisdictional boundaries.

MARYSVILLE, by this Agreement, and to the extent contained herein, delegates on an as needed, requested basis, to LYNNWOOD the authority to perform on MARYSVILLE'S behalf those services as provided in this Agreement and within MARYSVILLE'S jurisdictional boundaries.

Section 2. COMPENSATION

2.1 Each City shall pay the other City for the services provided hereunder at the rate of \$100.00 (ONE HUNDRED DOLLARS) per hour, which fees including travel time.

2.2 Each City agrees to provide the billing for services actually rendered no later than 90 days after the date the services have been rendered.

2.3 Each City agrees to remit payment to the other City in full within 30 days of receipt of billing.

Section 3. AMENDMENTS

3.1 Provisions within this Agreement may be amended with the mutual consent of the parties hereto. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed in the same manner as this Agreement.

Section 4. INDEMNIFICATION AND LIABILITY

- 4.1 Each party shall indemnify, defend and hold the other, its affiliates and each of their officials, officers, directors, employees, and agents harmless from, or at its option settle and/or pay, any and all actions, claims, damages, expenses (including reasonable attorneys' fees and other legal costs) and liabilities that arise from or relate to any third party claim arising out of any breach of a representation or warranty herein. Indemnification obligations hereunder shall be subject to the party seeking indemnification (a) promptly notifying the indemnifying party of a claim or threatened claim covered by such indemnification, (b) tendering sole control of the defense and settlement of such claim to the indemnifying party (provided that the indemnifying party shall not enter into any settlement agreement that adversely affects the indemnified party without the indemnified party's prior written consent) and (c) cooperating fully with such defense and/or settlement at the indemnifying party's expense.
- 4.2 It is further specifically and expressly understood that the indemnification provided herein constitutes LYNNWOOD'S and MARYSVILLE'S waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been negotiated by the parties.
- 4.3 The provisions of this section shall survive the expiration or termination of the Agreement.

Section 5. INSURANCE

5.1 MARYSVILLE INSURANCE

A. MARYSVILLE shall maintain public liability insurance for the protection of the public. MARYSVILLE is a member and insured through the Washington Cities Insurance Authority (WCIA – pool) and shall maintain its membership throughout the term of this Agreement.

B. Such insurance shall not be reduced or canceled without forty-five (45) days written notice from MARYSVILLE to LYNNWOOD. Reduction or cancellation of the insurance shall render this Agreement void.

C. MARYSVILLE shall provide LYNNWOOD proof of insurance with either a letter or certificate of insurance from WCIA verifying MARYSVILLE as a member. Proof of insurance shall be approved by LYNNWOOD prior to MARYSVILLE providing any services under the terms of this Agreement. At the request of LYNNWOOD, a copy of the policy will be provided.

5.2 LYNNWOOD INSURANCE

A. LYNNWOOD shall maintain public liability insurance for the protection of the public. LYNNWOOD is a member and insured through the Cities Insurance Association of Washington and shall maintain its membership throughout the term of this Agreement.

B. Such insurance shall not be reduced or canceled without forty-five (45) days written notice from LYNNWOOD to MARYSVILLE. Reduction or cancellation of the insurance shall render this Agreement void.

C. LYNNWOOD shall provide MARYSVILLE proof of insurance with either a letter or certificate of insurance from Cities Insurance Association of Washington verifying LYNNWOOD as a member. Proof of insurance shall be approved by MARYSVILLE prior to LYNNWOOD providing any services under the terms of this Agreement. At the request of MARYSVILLE, a copy of the policy will be provided.

Section 6. EACH CITY AS INDEPENDENT CONTRACTOR

6.1 Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between LYNNWOOD and MARYSVILLE or any of LYNNWOOD'S or MARYSVILLE'S agents or employees.

LYNNWOOD shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by LYNNWOOD pursuant to this Agreement.

MARYSVILLE shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by MARYSVILLE pursuant to this Agreement.

6.2 Nothing in this Agreement shall make any employee of LYNNWOOD a MARYSVILLE employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded LYNNWOOD employees by virtue of their employment.

Nothing in this Agreement shall make any employee of MARYSVILLE a LYNNWOOD employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded MARYSVILLE employees by virtue of their employment.

Section 7. APPLICABLE LAW

7.1 This Agreement shall be construed in accordance with the laws of the State of Washington, and jurisdiction over any resulting dispute shall be in Snohomish County Superior Court, Snohomish County, Washington.

Section 8. LEGAL REQUIREMENTS

8.1 Both parties shall comply with all applicable federal, state and local laws in the performance of this Agreement.

Section 9. DURATION / TERMINATION /NOTICE

9.1 This Agreement will become effective on the date of affixing the last signature hereto and shall remain in effect for a period of three years, subject to renewal.

9.2 Either party may terminate this Agreement, for any reason, upon providing thirty (30) days written notice to the other party, in which case each City shall pay the other City for all services provided up to and including the date of termination.

9.3 Notices - Required notices, with the exception of legal process, shall be given in writing to the following respective addresses:

City of MARYSVILLE:
80 Columbia Avenue
Marysville, WA 98270

City of LYNNWOOD:
19000 44th Avenue West
Lynnwood, WA 98046-5008

9.4 Termination shall not affect the rights and obligations of the parties under Sections 4, 5, 6 and 12 of this Agreement.

Section 10. WAIVER

10.1 No term or provision herein shall be waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

Section 11. ENTIRE AGREEMENT

11.1 This Agreement, including any exhibits and documents referenced herein, constitutes the entire agreement between the parties, and supersedes all proposals, oral or written, between the parties regarding plan review and inspection services.

Section 12. PRIVILEGES AND IMMUNITIES

12.1 All privileges and immunities from liability, exemption from ordinances, rules, laws, all pension, disability, workers compensation and other benefits which apply to the activities of LYNNWOOD employees while performing their functions within the territorial limits of LYNNWOOD shall apply to them to the same degree and extent while they are engaged in the performance of any of their authorized functions and duties within MARYSVILLE under the provisions of this Agreement.

All privileges and immunities from liability, exemption from ordinances, rules, laws, all pension, disability, workers compensation and other benefits which apply to the activities of MARYSVILLE employees while performing their functions within the territorial limits of MARYSVILLE shall apply to them to the same degree and extent while they are engaged in the performance of any of their authorized functions and duties within LYNNWOOD under the provisions of this Agreement.

Section 13. THIRD PARTY BENEFICIARY STATUS

13.1 The parties agree that this Agreement shall not confer third-party beneficiary status on any non-party to this Agreement.

Section 14. SEVERABILITY

14.1 If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provision and/or the application of the provisions to other persons or circumstances shall not be affected.

Section 15. APPROVAL AND FILING

15.1 APPROVAL AND FILING. Each party shall approve this Agreement pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the date indicated below.

CITY OF MARYSVILLE

CITY OF LYNNWOOD

By: _____
DENNIS L. KENDALL, Mayor

By: _____
DON GOUGH, Mayor

Date: _____

Date: _____

Attest:

Attest:

TRACY JEFFRIES, City Clerk

City Clerk

Approved as to form:

Approved as to form:

GRANT K. WEED
Attorney for the City of MARYSVILLE

ERIC FRIMODT
Attorney for City of LYNNWOOD

MARYSVILLE Contact:
John Dorcas, Building Official

LYNNWOOD Contact:
Tom Leidholdt, Building Official

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 23, 2009

AGENDA ITEM: PSA with Otak, Inc. for the Jones Creek Flood Damage Repairs Project	AGENDA SECTION: New	
PREPARED BY: Kari Chennault, Program Engineer – Surface Water	APPROVED BY: <i>sc</i>	
ATTACHMENTS: • Professional Services Agreement	MAYOR	CAO
	AMOUNT: \$99,996	
BUDGET CODE: 40250594.563000.D0902	AMOUNT: \$99,996	

DESCRIPTION:

This Professional Services Agreement with Otak, Inc. is to implement final design flood damage repairs along 1,750 lineal feet of Jones Creek in the Sunnyside Hills Neighborhood. Sinkholes have formed next to Jones Creek as a result of stream water seepage into the trench backfill of a parallel 400-foot long abandoned detention pipe, and possible seepage into the pipe network itself. This project proposes to remove the detention tank and backfill it to restore 1,750 lineal feet of the stream channel to a natural condition.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign this PSA with Otak, Inc. in the amount of \$99,996.

COUNCIL ACTION:

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND Otak, Inc.
FOR CONSULTANT SERVICES**

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

WHEREAS, the Consultant has represented, and by entering into this Agreement now represents, that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this agreement are fully qualified and properly licensed to perform the work to which they will be assigned.

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

ARTICLE I. PURPOSE

The purpose of this agreement is to provide the City with consultant services to **complete the Jones Creek Flood Damage Repairs Project** as described in Article II. The general terms and conditions of relationships between the City and the Consultant are specified in this agreement.

ARTICLE II. SCOPE OF WORK

The scope of work is set out in the attached estimate of Professional Services for the **Jones Creek Flood Damage Repairs Project**, hereinafter referred to as the "scope of services," **Exhibit A**. All services and materials necessary to accomplish the tasks outlined in **Exhibit A** shall be provided by the

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

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

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

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

III.3 **TIME OF PERFORMANCE.** The Consultant shall be authorized to begin work under the terms of this agreement upon signing of both the scope of services and this agreement and shall complete the work by **December 31, 2009**, unless a mutual written agreement is signed to change the schedule. An extension

of the time for completion may be given by the City due to conditions not expected or anticipated at the time of execution of this agreement.

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

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

III.6 **INDEMNITY.**

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

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

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

III.7 INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 **PAYMENTS.** The Consultant shall be paid by the City for completed work for services rendered under this agreement and as detailed in the scope of services as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. Payment shall be on a time and expense basis, provided, however, in no event shall total payment under this agreement exceed \$99,996. In the event the City elects to expand the scope of services from that set forth in **Exhibit A**, the City shall pay Consultant an additional amount based on a time and expense basis, based upon Consultant's current schedule of hourly rates.

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

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

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

ARTICLE V. GENERAL

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

CITY OF MARYSVILLE
ATTN: **Kari Chennault**
80 Columbia Avenue
MARYSVILLE, WA 98270

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

Otak, Inc.
10230 Points Drive, Suite 400
Kirkland, WA 98033
Attn: Russ Gaston

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

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

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

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

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

DATED this _____ day of _____, _____.

CITY OF MARYSVILLE

By _____

Otak, Inc., CONSULTANT

By Russell Gaston, Principal

Approved as to form:

GRANT K. WEED, City Attorney

Exhibit A — Scope of Work

Jones Creek Flood Damage Repairs (CIP AC-JC-09)

This Scope of Work is to implement final design flood damage repairs along 1,750 feet of Jones Creek in the Sunnyside Hill Neighborhood, as identified in *Capital Improvement Program (CIP) project AC-JC-09*, of the *Marysville Citywide Master Drainage Plan (2009 MDP)*, prepared by Otak, Inc., 2009. Sinkholes have formed next to Jones Creek as the result of stream water seepage into the trench backfill of a parallel 400-foot long detention tank, and possible seepage into the tank itself. The detention tank was constructed to detain stormwater runoff from the Sunnyside Hills neighborhood, but is not currently functioning. This project proposes to remove the detention tank and backfill it to restore 1,750 feet of the stream channel to a natural condition (profile, bankfull and floodplain sections, and install habitat structures).

Scope — Summary of Activities and Costs:

The design and construction support for the Jones Creek flood damage repairs will be completed according to the following tasks:

Labor:

<i>Task 1 — Project Coordination</i>	\$6,028
<i>Task 2 — Regulatory Coordination and Permits</i>	\$20,254
<i>Task 3 — Surveying</i>	\$11,658
<i>Task 4 — Geotechnical Investigation</i>	\$10,000
<i>Task 5 — Hydrologic / Hydraulic Analyses & Design</i>	\$10,456
<i>Task 6 — Preliminary Construction Documents</i>	\$16,242
<i>Task 7 — Final Construction Documents</i>	\$23,658

Total Design Costs **\$98,296**

Expenses: \$1,700

Total Fee Proposal **\$99,996**

Exhibit A — Scope of Work

Continued

Detailed Scope of Work

Task 1 -- Project Coordination

Task Budget: \$6,028

1.1 Coordinate with City of Marysville

Otak will coordinate with the City of Marysville project manager. The City project manager will present to and coordinate other City staff and City council.

Otak will prepare agendas and meeting minutes as appropriate for coordination and committee meetings, and will generally assist the City to schedule meetings, reviews, and other project support activities over the anticipated 4-month project duration.

1.2 Coordinate with Utilities

The City of Marysville will locate and pothole utilities in the project area. With Otak's support, the City will correspond and communicate with affected utilities for design coordination. Relocation and/or adjustments to existing utilities to accommodate the proposed improvements are not included in this scope of services. It is assumed that the affected utility will design and relocate any affected utilities.

1.3 Coordinate with the Community and Property Owners

The City will coordinate the project with the affected property owners. Otak will attend one coordination meeting with affected property owners, under task 1.1

Products — Task 1

- Weekly phone calls and monthly reports to City's Project Manager.
- Documentation of correspondence for utilities coordination.

Assumptions — Task 1

- The budget for this task is based upon a 4-month project duration and the scope of services described above.

Exhibit A — Scope of Work

Continued

Task 2 — Regulatory Coordination and Permitting

Task Budget: \$20,254

2.1 SEPA Checklist

Otak will prepare a Draft SEPA Environmental Checklist for the project, incorporating those environmental elements evaluated as part of this Scope of Work.

The City will be responsible for submitting the draft Checklist, Otak will assist the City to prepare responses. For purposes of SEPA compliance, the City, acting as lead agency, will finalize the SEPA Checklist and issue a SEPA determination per the City of Marysville's SEPA Rules.

2.2 Joint Aquatic Resource Permit Application (JARPA)

The JARPA is an application form which provides project information to the applicable agencies including the City Planning Department (e.g., the Grading Permit), the Corps of Engineers (Corps) (e.g. a Nationwide Permit under Section 404), Department of Ecology (e.g., 401 Water Quality Certification), and Washington Department of Fish and Wildlife (WDFW) (e.g., Hydraulic Project Approval (HPA)). Elements such as the Biological Assessment (BA), wetland delineation and compensation report are included with the JARPA and are described as separate Tasks below.

Otak will prepare the JARPA to address the permit applications to the applicable agencies in support of the Project.

- Otak will prepare the JARPA and required figures, based on 60% design information, and will include the 60% plans and other attachments in the format required by the agencies.
- Otak will revise the JARPA as appropriate for final submittal by the City to the agencies.

2.3 City Clearing and Grading Permit Application

Otak will prepare the Clearing and Grading Permit application for the construction of Jones Creek flood damage repairs and transmit it to the City for review and approval. City Public Works will review the application and transmit it to the City's Planning Department for processing and approval.

2.4 Wetland Delineation Plan and Report

Otak will conduct the wetland delineation in the project area. Otak will flag the wetlands, survey the delineation, and have the surveyed boundary placed on the base map. We will prepare a wetland delineation report per the

Exhibit A — Scope of Work

Continued

standards of the City and the Corps (that are in place at the time of project); including the wetland rating, required buffers, impact assessment, and discussion of existing functions and conditions.

2.5 *Wetland Mitigation Plan*

Otak will develop a conceptual wetland and stream compensation plan with the City that will address the restoration of the stream and its associated wetlands within the project area. Otak will work with the City to schedule and participate in a pre-application meeting with WDFW, COE, and Ecology (if applicable) to get preliminary agreement to the conceptual mitigation plan.

Once the conceptual wetland mitigation plan is approved by the City and regulatory agencies, a detailed wetland mitigation plan will be developed, if applicable. This mitigation plan will be developed with sufficient detail for the final design and construction documents. It will include a landscape planting plan and detail sheets to be included in the plans and specifications along with a narrative description in the final engineering report to the City and in the bid documents.

2.6 *Biological Assessment*

A Biological Assessment (BA) will be prepared and submitted to the Corps, U.S. Fish and Wildlife Service and NOAA (Services) as needed in regard to the provisions of the Nationwide Permit.

- Otak will prepare a BA to support consultation efforts under Section 7 of the Endangered Species Act of 1973 (ESA) among the federal lead agency (COE). The BA will evaluate the potential effects of the project on listed species and Endangered Fish Habitat per the ESA guidance. It is anticipated that the BA will be prepared based on the 60% design prepared by Otak.
- Activities involved in preparation of the BA include:
 - Communications with the NOAA Fisheries, US Fish and Wildlife Service (USFWS), to obtain listed habitat and species information.
 - Review of the literature and published information for Listed, Proposed, and Candidate species identified by USFWS and NOAA Fisheries occurring within the project area.
 - Preparation of a draft BA document for submittal by the City to the Corps of Engineers.
 - Following submittal of the draft BA, Otak will respond to comments on the BA by the Corps or the Services and coordinate with the Corps and Services to achieve Concurrence on the BA.

Exhibit A — Scope of Work

Continued

Products — Task 2

- SEPA Checklist for the flood damage project
- Clearing and Grading Permit Application
- JARPA for submittal by the City to Corps (404 permit), Ecology (401 permit) and WDFW (HPA permit)
- Wetland Delineation Report
- Conceptual Wetland Mitigation Plan
- BA Draft
- BA Final

Assumptions — Task 2

- The City will gain permission to access all private property within the project area.
- All property research and baseline information (topographic survey, property descriptions, rights of access, etc.) will be completed prior to the initiation of the conceptual mitigation plan.
- All wetland and stream impacts will be self-mitigating with this riparian restoration concept.
- The City will submit all permit applications and perform other permit requirements including the publishing of public notifications. Otak will assist the City by preparing the various permit applications and help the City track the permits through the various approval processes.
- Project schedule and costs are directly linked to reasonable permitting and mitigation processes, consistent with similar past projects. Estimates of reasonable amounts of time for permitting and mitigation negotiation have been made based on past experience and included in this scope.
- Lengthy, technically difficult, and/or protracted regulatory negotiations may add to the costs and schedule for these tasks. These costs cannot be estimated at this time.
- The SEPA declaration will be a Determination of Non-Significance, and no EIS technical documents or Mitigated DNS materials will be required.
- The City of Marysville will be the sole SEPA Lead for this project. Should cooperating agencies be determined to be the SEPA lead agency or co-lead agencies for this project, additional coordination and document preparation may be required and will be negotiated separately.
- The City of Marysville will be responsible for submitting the JARPA materials to the appropriate agencies.
- The project will fall within one of the Corps of Engineers Nationwide Permits for restoration of this stream channel.
- The City will contract with others to conduct the Cultural Heritage analysis required (linked to the Corps permit); or if requested, Otak will obtain a sub-

Exhibit A — Scope of Work

Continued

consultant to prepare those documents (this will require a revision or amendment to our proposal).

- The City will pay for the permitting submittal/review fees associated with the various permits listed above outside of this Otak contract.
- No groundwater or water quality assessments, monitoring, modeling, or impacts analyses have been included in this scope of work. If needed for permitting and mitigation discussions, this will be additional work.

Task 3 — Surveying

Task Budget: \$11,658

Otak will provide the field surveying, base map preparation, and professional land surveying services for the design of the flood damage repairs. Field survey and base mapping efforts from previous North Marysville projects and the County's DNR will be supplemented with data collected under this task for final design document preparation. Project horizontal and vertical control will be established based on City of Marysville datum (NGVD '88 vertical datum and Washington State Plane NAD '83 horizontal datum) and coordinate basis to the necessary detail for construction.

3.1 Field Survey

Otak survey crews will collect topographic and planimetric information of the flood damage repairs site for preliminary and final design. The information collected and extent of surveyed areas will be limited to that necessary to complete the design and construction of the project, summarized below.

Otak will perform a topographic survey along Jones Creek to the extents described below. Cross sections will be surveyed at horizontal and vertical changes in the stream channel and at intervals not to exceed 50 linear feet. Additional field survey will be provided to prepare a topographic map with two-foot contour intervals. Sufficient boundary and right-of-way monuments will be surveyed in order to establish parcel and right-of-way lines from record information. The following work limits and survey efforts are included in this task:

- The Jones Creek area to be surveyed and mapped is approximately 1,750 lineal feet of Jones Creek within the project area. The area to be surveyed extends from 67th Avenue along the north side of Sunnyside Hills No. 2 Plat and extends approximately 600 feet west of 64th Avenue into the school parcel as the channel deviates northwesterly away from the north side of Sunnyside Hills No. 1. The surveyed area will include the full width of the drainage easement. The survey will extend into additional

Exhibit A — Scope of Work

Continued

utility easements that exist adjacent to the drainage easement but will not extend past existing fences. If no easement exists the survey will extend to five feet past the top of slope of the creek channel. Data to be collected will include channel and floodplain topography, in addition to significant tree location and size. Three additional cross sections will be surveyed downstream of the project area to access potential downstream hydraulic impacts.

- Streets (paved and gravel surfaces, driveways, curb, gutter and sidewalk.).
- Storm and sanitary sewers (manholes, including pipe size, type and invert elevations) within the utility easements.
- Water (valves, fire hydrants, no depths).
- Other utilities (gas, power, TV, telephone, fiber optic) as located and marked by a utility locate service. It is assumed that as-built depths of these utilities will not be required.
- Miscellaneous (utility vaults, power poles, walkways, signs, guard rails. In the right-of-way: fences, buildings, retaining walls, trees and shrubs).

3.2 *Prepare Project Base Map*

Project base maps will be prepared for the project area, at a scale of 1"=20' with two-foot topographic contour intervals, consistent with the survey data collected in sub-task 3.1. Existing planimetric features, utilities, significant trees and vegetation within the project area will also be located and shown in the base maps. Base maps will include Washington State Plane NAD '83 horizontal and NAVD '88 vertical datum control information for the project area. (Note: Only the project site will be surveyed in detail.)

3.3 *Permitting Support: Wetland and Buffer Delineations*

Otak's surveyor will provide permitting survey support, consisting of the survey of delineated wetland and buffer areas, and survey support to the wetland mitigation process.

Products — Task 3

- Electronic AutoCAD (v. 2007) files of all survey base map information will be provided to the City upon completion of work.
- Survey products include the survey of base map of project site and associated parcels, easements, wetlands, monitoring wells, and topography features.

Assumptions — Task 3

- The City will obtain and provide Otak with any necessary rights-of-entry permission for private properties prior to performing field survey work.

Exhibit A — Scope of Work

Continued

- The City will provide information as to the location of underground utilities within the surveyed area, both public and private. Otak will coordinate with utility location services to conduct potholing, if needed.
- We have not included scope and budget for utility potholing along the detention pipe.

Task 4 – Geotechnical and Hydrogeologic Analysis

Task Budget: \$10,000

Otak will subcontract with AESI to provide geotechnical investigations related to the planning and design of the Jones Creek flood damage project in the Sunnyside neighborhood. The geotechnical investigation will include the following five tasks.

4.1 Geotechnical and Geologic / Hydrogeologic Review

Collect and evaluate local geotechnical data to develop preliminary geotechnical and hydrogeologic recommendations for the project. The information and findings will be used to identify geotechnical conditions that may potentially impact the project.

4.2 Field Explorations and Testing

- a. Complete a sufficient number of subsurface explorations, including hand augers and exploration test pits (maximum of 10 explorations), to characterize subsurface conditions. The actual locations of the explorations will be determined by the available access. Explorations will be completed to depths of up to 10 feet.
- b. Complete a laboratory testing program to characterize the engineering properties of the subsurface soils. The tests will be completed in general accordance with appropriate ASTM (American Society for Testing Materials) standards (in place at the time of project). Tests may include determination of natural moisture content and dry density, grain size distribution, and percent fines (material passing the U.S. No. 200 sieve). Where needed, permeability and/or percolation testing will also be performed.
- c. Prepare detailed logs for each exploration, and a map showing the location of the explorations. Logs will include: depth of pit or hole, soil descriptions, depth to water, and presence of stratification. Descriptions of each soil unit (soils of the same texture, color, density, compaction standard, and permeability) encountered will include the following:
 - Grain-size distribution (ASTM D422 or equivalent AASHTO specification).
 - Textural class (USDA).
 - Percent silt/clay content.

Exhibit A — Scope of Work

Continued

- Color/mottling.
- Variations and nature of stratification.
- Suitability for berm construction.

4.3 *Geotechnical and Hydrogeologic Engineering Analyses*

The geotechnical engineering analysis will provide recommendations for constructability issues including:

- Stripping and removal of unsuitable soil.
- Trenching conditions for storm-pipe removal.
- Potential for encountering groundwater during construction and dewatering considerations.
- Suitability of excavated soil for reuse as trench backfill.
- Suitability of excavated soil for reuse in berm construction, if any.

4.4 *Meeting Preparation and Attendance*

Attend one meeting with the Department of Ecology to discuss the results of the analyses, conclusions, and recommendations.

4.5 *Report Preparation*

Prepare a final geotechnical and hydrogeologic report summarizing the geotechnical investigation and recommendations.

Products — Task 4

- Draft technical memorandum presenting preliminary geotechnical/hydrogeologic conclusions and recommendations.
- Final geotechnical/hydrogeologic report. The report will incorporate review comments and include final geotechnical and hydrogeologic recommendations

Assumptions — Task 4

- Site-specific geotechnical recommendations will be provided for the project site only.
- The number and location of hand auger holes, test pits, and laboratory tests will be selected based on site conditions and available budget.

Task 5 — Hydrologic and Hydraulic Analysis and Design

Task Budget: \$10,456

The basin hydrology and storm drain conveyance and detention system will be modeled using software that provides hydrology and hydraulic flow routing. Sub-basin data from the Marysville Citywide Master Drainage Plan will serve as the basis for the modeling efforts. The goals of the hydraulic analyses are to use the modeling results to accomplish the following:

Exhibit A — Scope of Work

Continued

- Size the bankfull and floodplain channel cross sections to transport sediment and flows without flooding the adjacent properties.
 - Evaluate channel erosion and deposition for a deeper and flatter channel profile.
 - Evaluate the benefit that the lowered stream elevations will have in reducing flooding in the Sunnyside Hills neighborhood.
-

5.1 *Hydrologic Analysis*

Otak will rerun the HSPF (Hydrologic Simulation Program Fortran) model developed in the Marysville Citywide Master Drainage Plan to produce a continuous time series of runoff data from the drainage basin. The continuous time series of runoff and associated peak rates will become the hydrologic input for all hydraulic analyses to be performed using HEC-RAS and XP-SWMM.

- Modifications to the input will be needed for modeling the stage-storage curves for the lower Jones Creek.
- Output files will be developed for input into the XP-SWMM model and peak flow rates determined for HEC-RAS.

5.2 *Hydraulic Analysis*

Otak will analyze the stream hydraulics for the proposed flood damage repairs using HEC-RAS. The model will be set up to evaluate the existing and proposed stream base, bankfull, and flood flows. Hydrological input will be imported from the HSPF analysis. The 6-month, 2-year, 10-year, and 100-year design peak flows will be modeled, under future land use conditions (i.e. ultimate build-out).

The Sunnyside Hills neighborhood XP-SWMM model, prepared for the 2009 MDP, will be updated with new water surface elevations in the creek, to identify any flood reduction benefits that may result from the lower backwater from the creek.

5.3 *Engineering Design Report*

Otak will prepare an engineering design report to document the design including stream flow calculations, graphics, summary of analysis methods, results, and design recommendations. The design report will be used primarily to facilitate the City's review of the engineering design. One draft (60%) and one final (100%) design report will be prepared. An informal conceptual design will be created and presented to the City before the 60% and 100% designs are initiated.

Exhibit A — Scope of Work

Continued

Products — Task 5

- A draft 60% engineering design report, including stream flow calculations and graphics summarizing analysis methods, results, and design recommendations and justifications.
- Draft and final 100% engineering design report.
- Electronic copies of modeling input and output, appended to the engineering report.

Assumptions — Task 5

- The HSPF model previously prepared for the Marysville Citywide Master Drainage Plan will be modified for this project; thus, a new model will not be developed.
- Groundwater and water quality will not be modeled in this project, but can be added later if needed to support the permitting process.
- It has been assumed that no stormwater detention or conveyance facilities will be designed as part of this project.
- This scope of work assumes that no permanent bypass or inter-basin diversions will be used. If the City finds that diversions are needed, these can be added to the modeling and engineering analyses at a later date.

Task 6 —Preliminary Design

Task Budget: \$16,242

Preliminary construction plans, a specifications outline, and a cost estimate will be prepared as part of the preliminary engineering and design, which will include 60% design submittals. This level of design (i.e. 60%) will be adequate to begin many of the permitting processes described in Task 2.

It is anticipated that one set of plans will be developed containing the following:

- Stream channel restoration
- Detention tank removal
- Fish passage culvert design
- Temporary stream bypass during construction
- Temporary erosion and sediment control.

6.1 60% Design Preliminary Construction and Permit Plans (6 sheets)

The 60% design will be presented in two plan sets, a preliminary construction documents plan set and the Permit Plan Set as required in the JARPA.

6.1.1 Construction Plan Set

Otak will prepare preliminary construction plans at a 60% level. The design plans for the stream habitat and channel will be based on WDFW's design

Exhibit A — Scope of Work

Continued

guidelines (in place at the time of project). The plans will contain sufficient detail for inclusion with SEPA and JARPA permit applications, including plan, profile and details of stream habitat structures and stream bank protection measures. A schematic landscape planting plan will be provided for the floodplain wetland and riparian corridor design.

6.1.2 Permit Plan Set

The Construction Plan Set will be reformatted to fit onto 8 ½” x 11” pages, at 40 scale, as required in the JARPA.

6.2 Outline Technical Specifications

Otak will prepare an outline of project Technical Specification Document (Division 2 through 9) for the 60% design package. The standard specifications for the project will be the Standard Specifications for Road, Bridge, and Municipal Construction (2009 ed.), as published by WSDOT/APWA. Project Technical Specifications will incorporate the format and applicable content of the City of Marysville Public Works Standards for construction (in place at the time of project). Special Provisions related to any work items or efforts specific to this project will also be included with the Technical Specifications and will be identified in the outline.

6.3 Preliminary Cost Estimate

Otak will prepare a preliminary construction cost estimate for the project based on the Preliminary Construction Plans (60% design level) and Outline Specifications. The preliminary estimate will identify bid items, units, and unit prices for the project construction.

Products — Task 6

- Otak will provide the City with one (1) permit plan set and three (3) copies of the 60% construction plan set (half-size), and three (3) copies of the Outline Technical Specifications and Preliminary Cost Estimates (60% design level).

Assumptions — Task 6

- To be cost-effective, Otak will receive City and regulatory comments on the 60% level of design and incorporate them into the draft 90% level of design. This same approach will also be used for the review of the 90% and 100% level of design as well.

Exhibit A — Scope of Work

Continued

Task 7—Final Construction Documents (90% and 100% Design)

Task Budget: \$23,658

The final construction documents will include construction plans, technical specifications (suitable for bidding purposes), and a final cost estimate.

7.1 Final Construction Plans (10 sheets)

Otak will prepare final construction plans prepared at a 90% design level and will address comments received during permit reviews. The final plans (100% design level) will be prepared to address the comments received from the City during review of the 90% package.

The following plan sheets are anticipated in the final plan set:

1. Cover sheet and vicinity – 2 sheets
2. Project Control/Sequencing (40 scale x 2 views) – 1 sheet
3. TESC and Demolition Plan (20 scale x 3 views) – 1 sheet
4. Flood Damage Repair Plan (20 scale x 3 views) – 1 sheet
5. Flood Damage Repair Profile (20 scale x 3 views) – 1 sheet
6. Landscape Planting Plan – (20 scale x 3 views) – 1 sheet
7. TESC and Stream Diversion Details – 1 sheet
8. Stream Culvert and Habitat Structure Details – 1 sheet
9. Planting Details – 1 sheet

7.2 Technical Specifications

Final technical specifications will be prepared for Divisions 2 through 9 of the Technical Specifications, as outlined in the preliminary design submittal (60% design level). The City will prepare all non-technical specifications, including all contract and bidding documentation in Division 0 and all General Conditions in Division 1 of the Technical Specifications. The specifications will be prepared at the 90% and 100% design levels.

7.3 Final Cost Estimate

A final bid item list will be prepared, including quantity estimates, for all bid items. A final engineer's cost estimate for each bid item will also be prepared.

Products — Task 7

- Otak will provide the City with five (5) copies each of the completed 90% Construction Plans, 90% Technical Specifications, and 90% Cost Estimate.
- Otak will provide the City with five (5) copies each of the Final Construction Plans, Final Technical Specifications, and Final Cost Estimate.

Exhibit A — Scope of Work

Continued

Assumptions — Task 7

- The Final Construction Documents task will begin following receipt of a comprehensive list/set of comments from the City for the completed Preliminary Construction Documents.
- The City will provide a final progress review of the Construction Documents at the 90% completion and provide a final comprehensive summary of review comments to Otak.
- Otak will provide the City with a final engineer's construction cost estimate for the project based on the comments received from the City on the 90% design.
- The City will not have any additional comments or changes to be made to the final 100% documents after they have been submitted to the City.

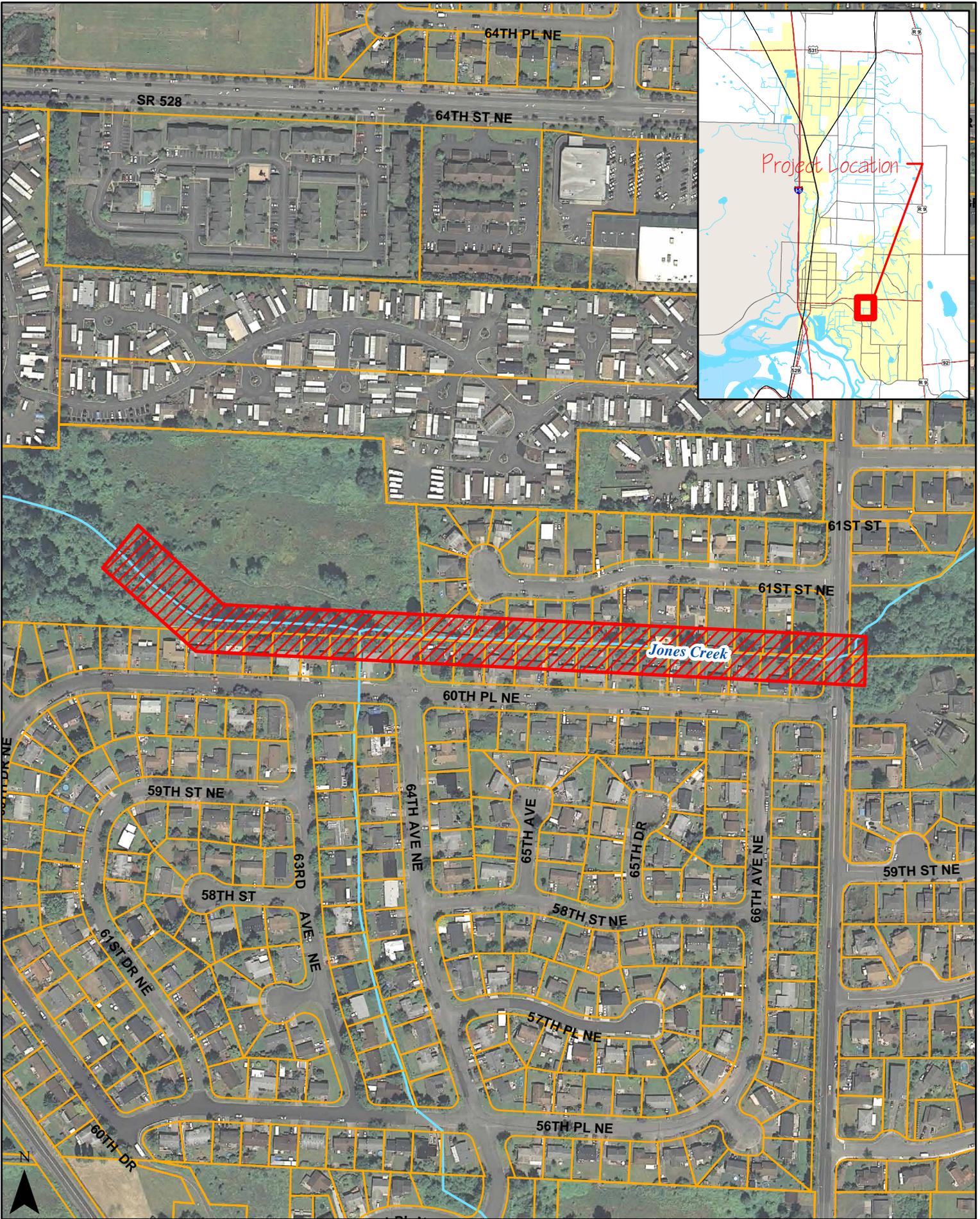
Expenses

Task Budget: *Expenses are estimated to be \$1,700*

Expenses will be billed at cost. For budgeting purposes, expenses have been estimated at approximately \$1,700. They will include reimbursement for such items as mileage for site visits and meetings, photographs, reproduction/copies, color graphics/boards, and other miscellaneous charges. Subconsultants, and any other out-of-house direct costs, will be invoiced at cost.

Schedule

Goal is 4 months, not to exceed 6 months.



Jones Creek Flood Damage Repairs

THE CITY OF MARYSVILLE DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS OF THIS DATA FOR ANY PARTICULAR PURPOSE, EITHER EXPRESSED OR IMPLIED. NO REPRESENTATION OR WARRANTY IS MADE CONCERNING THE ACCURACY, CURRENTNESS, COMPLETENESS OR QUALITY OF DATA DERIVED. ANY USER OF THIS DATA ASSUMES ALL RESPONSIBILITY FOR USE THEREOF, AND FURTHER AGREES TO HOLD THE CITY OF MARYSVILLE HARMLESS FROM AND AGAINST ANY DAMAGES, LOSSES, OR LIABILITY ARISING FROM ANY USE OF THIS DATA.

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 23, 2009

AGENDA ITEM: Removal of garbage containers from city rights of way – Amendments to Chapter 7.08 of the Marysville Municipal Code	AGENDA SECTION: Ordinances	
PREPARED BY: John A. Cowling, PE, Asst. Public Works Director/City Engineer	APPROVED BY: <i>JC</i> 	
ATTACHMENTS: 1. Draft Ordinance (strikeout-underline format) 2. Ordinance (final form)		
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

DESCRIPTION:

As part of the recently proposed amendments to the code enforcement and nuisance regulations, Public Works has reviewed and identified one section of code where improvements are beneficial. The proposed revisions relate to removal of garbage containers in a timely manner from city rights of way. The goal of the revision is to better define the removal requirements of these items for a clear unobstructed right of way.

RECOMMENDED ACTION: Staff recommends that council authorize the Mayor to sign the proposed ordinance.

COUNCIL ACTION:

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, PROVIDING FOR REMOVAL OF GARBAGE CONTAINERS FROM CITY RIGHTS OF WAY AND AMENDING CHAPTER 7.08 OF THE MARYSVILLE MUNICIPAL CODE.

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

Section 1. Chapter 7.08 of the Marysville Municipal Code is hereby amended by amending MMC 7.08.065 to read as follows:

7.08.065 Accessibility of containers.

(1) ~~On the day~~ Within but no sooner than 24 hours of the time of collection, it shall be the duty of each garbage customer to place all garbage containers, excess garbage containers, recycling carts and yard waste collection carts in an accessible place abutting the street or alley used by the city garbage trucks to service the subject property.

(a) The garbage containers, excess garbage containers, and carts shall be situated at the edge of the public right-of-way, or at the curbline if such exists.

(b) Place all carts with lids opening toward roadway.

(c) Maintain at least two feet of clearance between each cart, can, or container.

(2) Arrangements may be made for special collection sites for handicapped persons, multiple-family complexes, and commercial and industrial customers. Special collection procedures that involve "additional" or "extra" service may be charged for such service per MMC 7.08.120. Special services performed by city – Owner's cost.

(3) On the day of collection, garbage containers or other receptacles shall be removed by the customer from inaccessible places or underground storage. In the event that any garbage container or other receptacle is inaccessible to the collector, the city shall refuse collection service. Such refusal shall not relieve the customer of the obligation to pay the regular service fee. If the customer wishes to schedule the garbage container or other receptacle to be emptied which was refused service because of inaccessibility, the customer shall be billed an amount equal to an extra pick-up commensurate with their current level of service, as noted in MMC 7.08.110, Rate schedule. This does not relieve the customer of the obligation to pay the regular service fee.

(4) On the day of collection, after the garbage is collected it shall be the duty of each garbage customer to remove all garbage containers from the accessible place abutting the street or alley as referenced in Subsection (1) of this Section. Any container not so removed within two business days may be removed by the utility, and a fee will be charged to redeliver the container.

(Ord. 2540 § 1, 2004; Ord. 1849 § 3, 1991; Ord. 1822 § 10, 1991; Ord. 1253 § 1, 1982; Ord. 616 § 2, 1968).

Section 2. Severability.

If any word, phrase, sentence, provision, or portion of this ordinance is declared to be invalid or unenforceable, it shall not affect validity or enforceability of the remaining words, phrases, sentences, provisions or portions of this ordinance.

PASSED by the City Council and APPROVED by the Mayor this ____ day of _____, 2009.

CITY OF MARYSVILLE

By _____
DENNIS KENDALL, MAYOR

ATTEST:

By _____
TRACY JEFFRIES, CITY CLERK

Approved as to form:

By _____
GRANT K. WEED CITY ATTORNEY

Date of Publication: _____

Effective Date (5 days after publication): _____

CITY OF MARYSVILLE
Marysville, Washington

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ATTEST:

By _____
TRACY JEFFRIES, CITY CLERK

Approved as to form:

By _____
GRANT K. WEED CITY ATTORNEY

Date of Publication: _____

Effective Date (5 days after publication): _____