

Marysville City Council Work Session

May 3, 2010

7:00 p.m.

City Hall

Call to Order

Pledge of Allegiance

Roll Call

Committee Reports

Presentations

A. Snohomish County Transportation Benefit District

Discussion Items

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

1. Approval of April 19, 2010 City Council Work Session Minutes.
2. Approval of April 26, 2010 City Council Meeting Minutes.

Consent

3. Approval of April 21, 2010 Claims in the Amount of \$407,671.60; Paid by Check No.'s 62420 through 62590 with Check No. 58817 Voided.
4. Approval of April 28, 2010 Claims in the Amount of \$305,370.35; Paid by Check No.'s 62591 through 62734 with Check No. 59927 Voided.
5. Approval of May 5, 2010 Payroll.

Review Bids

6. Award Water Meter Equipment Procurement.

Public Hearings

New Business

7. Capital Agreement with the Department of Commerce for the City of Marysville Energy Efficient Lighting Retrofit.
8. A **Resolution** of the City of Marysville Adopting a Strategy to Manage and Reduce Energy and Fuel Consumption and Greenhouse Gas Emissions.

Work Sessions are for City Council study and orientation – Public Input will be received at the May 17, 2010 City Council meeting.

Marysville City Council Work Session

May 3, 2010

7:00 p.m.

City Hall

9. GCA 6511 and GCA 6453 Agreements with Washington State Department of Transportation for the SR9/92 Intersection Improvement Project.

Legal

Mayor's Business

10. City of Marysville Board of Appeals Appointments.

Staff Business

Call on Councilmembers

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.

COUNCIL



MINUTES

Work Session

April 19, 2010

Call to Order / Pledge of Allegiance

Mayor Pro Tem Seibert called the April 19, 2010 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

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

Mayor Pro Tem: Jeff Seibert

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

Absent: Mayor Kendall

Also Present: Chief Administrative Officer Gloria Hirashima, City Attorney Cheryl Beyer, Finance Director Sandy Langdon, Chief Smith, Public Works Director Kevin Nielsen, Parks Director Jim Ballew, Traffic Engineer John Tatum, Electrical Inspector Orlando Roche' and Assistant Administrative Services Director Tracy Jeffries.

Committee Reports - None

Discussion Items

Approval of Minutes

1. Approval of March 15, 2010 City Council Retreat Meeting Minutes.
2. Approval of April 5, 2010 City Council Work Session Minutes.
3. Approval of April 12, 2010 City Council Meeting Minutes.

Consent

4. Approval of April 7, 2010 Claims in the Amount of \$1,136,428.65; Paid by Check No.'s 62114 through 62260 with Check Number 61941 Voided.
5. Approval of April 14, 2010 Claims.
6. Approval of April 20, 2010 Payroll.

Review Bids

Public Hearings

New Business

7. Supplemental Agreement No. 1 to the Professional Services Agreement with Otak, Inc. to Provide Consulting Services on the Smokey Point Area Project not to Exceed \$95,050.00.

Public Works Director Kevin Nielsen explained that this is for the North End Master Plan area to do a biological assessment so we can apply for our general permit. He explained that the signature page is missing, but it will be in the packet.

8. Acceptance of the Edward Springs Baffle Project Starting the 45 Day Lien Filing Period for Project Closeout.

Director Nielsen said this was a wet installation and everything went well. Now they need to do a tracer study to see how the water is actually moving through the reservoir. That will probably be done in-house.

Jeff Vaughan asked how they know if it was done correctly. Director Nielsen explained that the project engineer was on site and saw that the divers went in at the right location according to plan (using GPS). They also took video of the liners going in and the weights on the bottom.

9. Renewal of Interlocal Agreement with Snohomish Regional Drug Task Force.

Chief Smith explained that this is a renewal of an Interlocal Agreement with the Drug Task Force. It is significant to note that the population has gone up so the cost has increased about \$5,000.

Carmen Rasmussen noticed that the agreement refers to the Department of Community Trade and Economic Development. She thought that this was now the Department of Commerce. Chief Smith stated that they would advise the County of this.

10. Agreement for Caretaker Services and Lease Agreement with Matt Edgerton and Sabra Edgerton at Jennings Memorial Park.

Parks and Recreation Director Jim Ballew explained that Matt and Sabra used to be caretakers at Jennings, but moved out to Strawberry Fields and are now coming back. Staff is working on the actual lease agreement, but it will be in the packet next week.

11. An **Ordinance** of the City of Marysville Amending Certain Chapters in Title 16.12 of the Marysville Municipal Code (MMC) Relating to the Adoption of the National and Cities Electrical Code and Providing for Severability.

Traffic Engineer John Tatum thanked Councilmember Seibert for reviewing this Ordinance and Grant Weed's office for putting it together. He explained that the first part of the Code is basically adopting the *2008 NEC (National Electrical Code)*. The second part of the Ordinance is a code called *Washington Cities Washington Code*, which goes in depth on a number of items that the NEC did not have. He reviewed details of the Code, which is intended to clarify fees, but will not raise them. Electrical Inspector Orlando Roche' summarized aspects of the updates. He recommended approval of the updated Code. Mr. Tatum added that since they started their program in 2008 they have had a couple of cities contact them in regards to starting their own program. These include Monroe, Mt. Vernon and Woodinville. He thinks that this city adoption will continue to grow. The City still has an Interlocal Agreement with Lynnwood, but recently filled the part-time electrical inspector which will relieve Mr. Roche' somewhat. Mr. Tatum reported that the permit activity has doubled from this time last year.

Mayor Pro Tem Seibert said he was really impressed with this product. The city code is especially great for engineers because it improves consistency between cities. He discussed other benefits of this Code. He asked for clarification about the section regarding bathrooms on page 37, the Code Administration portion, item 11-50, under Existing Buildings. Mr. Tatum explained that this would only apply if they did any work in the bathroom.

Mayor's Business

Gloria Hirashima informed Council that they are working on a list of names for the Board of Appeals Appointments that will be discussed at the next meeting.

Staff Business

Kevin Nielsen:

- 47th paving is complete and they are very happy with the results.
- Conservation kits are arriving this week for outdoor faucets. Anyone interested can pick them up at public works.
- Effluent transfer line is no longer leaking.
- Negotiations regarding recycling are continuing. CAO Hirashima reported that they met with Waste Management for a labor update last week. Waste Management offered to extend the contract at no cost for one year and they

promised to impress the city with their customer service over the next year. She commended the Mayor and Kevin Nielsen for their negotiating efforts.

- 116th and 88th striping will happen this year. The City will be striping this every other year with the Tribes doing the striping on years that the City doesn't. The City will be entering into a Memorandum of Understanding with the Tribes to clarify this.
- The Tribes are also in agreement with blocking off of the 116th rail bridge.
- He brought up a state sign near the bridge that had been tagged over the weekend, which will need to be addressed by WSDOT.

Jim Ballew:

- Earth Day events will be happening this weekend.
- Fishing Derby coming up soon.
- Parks is gearing up for summer activities and registering for summer events. They will be contracting with Anacortes and Granite Falls to do films for them.
- He will address the 116th bridge with WSDOT and will try to negotiate that they paint both sides before the barrier goes in.
- There was a large amount of graffiti over the weekend, especially in Comeford Park area.

Sandy Langdon:

- The auditors are here and are putting their schedule together.
- She reported on the NLC Prescription Discount Card Program. They have filled 68 prescriptions for 26 people with a savings of \$681 or 18.4%.

Chief Smith:

- He anticipates that arrests for the recent graffiti will be made in the near future.
- There has been a rise also in *bandito* (outlaw motorcycle gangs) activity and the police are very aware of this.
- Tip-a-Cop over the weekend had a great showing. Red Robin was outstanding to work with.
- Police Department is gearing up for the triathlon in August. A trainer is helping them out. In two weeks there will be a ride on the Lake Stevens bike course.

Gloria Hirashima reported that she met with Caldie Rogers from the Chamber today and Andy Tift from the Holiday Inn Express who gave her a substantial education on visitor information centers and hotel/motel legislation from the early 80's to present. They will provide a summary which she will share with the Council. They would like to work with the City further on the application and overall process.

CAO Swenson reported the need for an executive session to discuss three litigation items involving personnel.

Call on Councilmembers

Lee Phillips stated that he was just happy to be here.

Donna Wright had no comments.

John Soriano had no comments.

Jon Nehring had no comments.

Jeff Vaughan had no comments.

Carmen Rasmussen stated that she will be in Eastern Washington next week for some work-related training and would like an excused absence.

Jeff Seibert had no comments.

Recess

Mayor Pro Tem Seibert recessed the meeting at 7:37 p.m. for a short break before reconvening into Executive Session expected to last 10 minutes to discuss three items concerning litigation with no action.

Executive Session - started at 7:42 p.m.

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

Adjournment

Seeing no further business Mayor Pro Tem Seibert adjourned the meeting at 7:52 p.m.

Approved this _____ day of _____, 2010.

Mayor
Dennis Kendall

Asst. Admin. Svcs. Director
Tracy Jeffries

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 10, 2010

| | |
|---|--|
| 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 **April 21, 2010** claims in the amount of **\$407,671.60** paid by **Check No.'s 62420 through 62590** with Check No. 58817 voided.

COUNCIL ACTION:

BLANKET CERTIFICATION

CLAIMS

FOR

PERIOD-4

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 **\$407,671.60 PAID BY CHECK NO.'S 62420 THROUGH 62590 WITH CHECK NUMBER 58817 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

4/22/10

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **21st DAY OF APRIL 2010.**

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 04/15/2010 TO 04/21/2010

| <u>CHK #</u> | <u>VENDOR</u> | <u>ITEM DESCRIPTION</u> | <u>ACCOUNT #</u> | <u>ITEM AMOUNT</u> |
|--------------|--------------------------------|--------------------------------|----------------------|--------------------|
| 62420 | WASHINGTON STATE DEPARTMENT OF | SALES & USE TAX 3/2010 | 001.231700. | 71.38 |
| | WASHINGTON STATE DEPARTMENT OF | | 00101130.549000. | 0.24 |
| | WASHINGTON STATE DEPARTMENT OF | | 00102020.549000. | 8.78 |
| | WASHINGTON STATE DEPARTMENT OF | | 00103010.549000. | 28.84 |
| | WASHINGTON STATE DEPARTMENT OF | | 101.231700. | 56.29 |
| | WASHINGTON STATE DEPARTMENT OF | | 104.231700. | 2.41 |
| | WASHINGTON STATE DEPARTMENT OF | | 305.231700. | 57.19 |
| | WASHINGTON STATE DEPARTMENT OF | | 401.231700. | 505.47 |
| | WASHINGTON STATE DEPARTMENT OF | | 40143410.553000. | 44,995.22 |
| | WASHINGTON STATE DEPARTMENT OF | | 40145040.553000. | 5,256.45 |
| | WASHINGTON STATE DEPARTMENT OF | | 41046060.553000. | 18,182.33 |
| | WASHINGTON STATE DEPARTMENT OF | | 420.231700. | 24.76 |
| | WASHINGTON STATE DEPARTMENT OF | | 420.231710. | 5,413.30 |
| | WASHINGTON STATE DEPARTMENT OF | | 42047267.553000. | 302.24 |
| | WASHINGTON STATE DEPARTMENT OF | | 501.231700. | 69.78 |
| | WASHINGTON STATE DEPARTMENT OF | | 503.231700. | 3.96 |
| 62421 | NANCY ABELL | REIMBURSE NIMS/ICS TRAINING SU | 00100310.531200. | 115.63 |
| 62422 | AERATOR SOLUTIONS LLC | PROPELLER | 401.231700. | -58.89 |
| | AERATOR SOLUTIONS LLC | | 40142480.548000. | 743.70 |
| 62423 | ALBERTSONS FOOD CENTER #471 | PARKS & REC, KBSCC SUPPLIES | 00100310.549000. | 33.20 |
| | ALBERTSONS FOOD CENTER #471 | | 00105120.531050. | 35.94 |
| | ALBERTSONS FOOD CENTER #471 | | 00105120.531050. | 56.88 |
| | ALBERTSONS FOOD CENTER #471 | | 00105250.531050. | 38.27 |
| | ALBERTSONS FOOD CENTER #471 | | 00105250.531050. | 44.84 |
| 62424 | AM TEST INC | LAB ANALYSIS | 40140780.541000. | 395.00 |
| | AM TEST INC | WATER BACTERIOLOGICAL ANALYSIS | 40140780.541000. | 890.00 |
| 62425 | AWWA NW SUBSECTION | MEMBERSHIP DUES-NIELSEN, K | 40143410.549000. | 190.00 |
| 62426 | JEREMY ANGELSHAUG | REFUND CLASS FEES | 00110347.376004. | 51.00 |
| 62427 | AOC FINANCIAL SERVICES | DMCMA SPRING CONF-ELSNER | 00100050.543000. | 125.00 |
| 62428 | ARAMARK UNIFORM SERVICES | MECHANICS UNIFORM | 42047165.526000. | 11.62 |
| | ARAMARK UNIFORM SERVICES | MECHANINCS UNIFORM | 42047165.526000. | 11.62 |
| | ARAMARK UNIFORM SERVICES | MECHANICS UNIFORM | 42047165.526000. | 12.05 |
| | ARAMARK UNIFORM SERVICES | UNIFORM CLEANING | 50100065.526000. | 22.69 |
| 62429 | MICHAEL ASPEN | INSTRUCTOR SERVICES | 00105120.541020. | 168.00 |
| 62430 | AT&T MOBILITY | ACCT #287017967673 | 00103222.542000. | 20.46 |
| 62431 | WA AUDIOLOGY SERVICES INC | HEARING TESTING | 00100310.531200. | 44.20 |
| | WA AUDIOLOGY SERVICES INC | | 00100310.531200. | 225.45 |
| 62432 | KARINE AVAGIMOVA | INTERPRETER SERVICES | 00102515.549000. | 125.00 |
| 62433 | BANK OF AMERICA | MTG/REGISTRATION REIMBURSMEN | 00100110.549000. | 313.31 |
| | BANK OF AMERICA | | 00100310.549000. | 240.00 |
| | BANK OF AMERICA | | 40143410.543010. | 11.17 |
| 62434 | BANK OF AMERICA | TRAVEL REIMBURSEMENT | 00100060.543000. | 848.88 |
| | BANK OF AMERICA | | 00100110.543000. | 1,652.85 |
| | BANK OF AMERICA | | 00100110.549000. | 21.41 |
| | BANK OF AMERICA | | 00102020.543000. | 706.83 |
| 62435 | BANK OF AMERICA | FINANCE CHARGE REIMBURSEMENT | 40143410.549000. | 1.00 |
| 62436 | BANK OF AMERICA | MEETING REIMBURSEMENT | 00100110.543000. | 75.04 |
| | BANK OF AMERICA | | 00100110.549000. | 15.00 |
| 62437 | BANK OF AMERICA | TRAVEL REIMBURSEMENT | 00103010.543000. | 580.40 |
| | BANK OF AMERICA | | 00103222.543000. | 522.00 |
| | BANK OF AMERICA | | 10400022.549000.1004 | 400.00 |
| 62438 | SUSAN BANKS | INSTRUCTOR SERVICES | 00105250.541020. | 80.00 |

**CITY OF MARYSVILLE
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FOR INVOICES FROM 04/15/2010 TO 04/21/2010

| <u>CHK #</u> | <u>VENDOR</u> | <u>ITEM DESCRIPTION</u> | <u>ACCOUNT #</u> | <u>ITEM AMOUNT</u> |
|--------------|--------------------------------------|--------------------------------|----------------------|--------------------|
| 62439 | STEPHANIE BECK | REFUND CLASS FEES | 00110347.376009. | 25.00 |
| 62440 | JOSH BENSON | REIMBURSE MEAL EXPENSE | 00103222.543000. | 50.84 |
| 62441 | BETHLEHEM LUTHERAN CHURCH | HEALTHY LIFESTYLE MINI GRANT | 00105090.531000.0811 | 500.00 |
| 62442 | BLUMENTHAL UNIFORMS & EQUIPMENT | UNIFORM-KRUSEY, R | 00103010.526000. | 51.59 |
| | BLUMENTHAL UNIFORMS & EQUIPMENT | UNIFORM-COSME, A | 00103222.526000. | 248.06 |
| | BLUMENTHAL UNIFORMS & EQUIPMENT | UNIFORM EQUIPMENT | 00103222.526000. | 1,172.30 |
| 62443 | RAE BOYD, APRN, BC | INMATE MEDICAL CARE 3/2010 | 00103960.541000. | 1,950.00 |
| 62444 | LARRY BUELL | REIMBURSE MEAL/TRAVEL EXPENSE | 00103010.543000. | 300.56 |
| 62445 | BUILDING SPECIALTIES | CEILING TILE | 40142480.531000. | 109.19 |
| 62446 | C R HARNDEN CO INC | (35) RED MAPLES | 00105380.531000. | 3,505.64 |
| 62447 | CAN AM FABRICATIONS INC | FABRICATE/REPLACE STEEL PLATE | 50100065.548000. | 1,303.20 |
| 62448 | CAPTAIN DIZZYS EXXON | CAR WASHES-POLICE DEPT | 00103222.548000. | 67.50 |
| | CAPTAIN DIZZYS EXXON | | 00104230.548000. | 4.50 |
| 62449 | CARR'S ACE HARDWARE | HARDWARE | 40142480.531300. | 4.12 |
| | CARR'S ACE HARDWARE | | 40142480.531300. | 8.97 |
| | CARR'S ACE HARDWARE | LUBRICANT,COUPLINGS | 40142480.531300. | 41.28 |
| | CARR'S ACE HARDWARE | BATTERIES | 40142480.531400. | 16.28 |
| 62450 | CASCADE NATURAL GAS | NATURAL GAS SERVICE @ STILLY | 40141580.547000. | 2,224.28 |
| 62451 | CASCADE SUBSCRIPTION SERVICES, INC | SUBSCRIPTION TO GOLF WORLD | 42047267.549000. | 107.94 |
| 62452 | CDW GOVERNMENT INC | USB THUMB DRIVE | 00102020.531000. | 37.30 |
| | CDW GOVERNMENT INC | TOUGHBOOK SCREEN PROTECTOR | 40142080.531000.0930 | 88.75 |
| | CDW GOVERNMENT INC | BARRACUDA SPAM FILTER UPDATE | 50300090.541000. | 956.77 |
| 62453 | CEMEX | ASPHALT CREDIT | 10110240.531000. | -1,521.16 |
| | CEMEX | ASPHALT | 10110240.531000. | 2,300.77 |
| 62454 | CHAMPION BOLT & SUPPLY | MISC PARTS | 40142480.548000. | 21.24 |
| | CHAMPION BOLT & SUPPLY | | 40142480.548000. | 63.90 |
| 62455 | CODE 4 PUBLIC SAFETY EDUCATION ASSOC | BULLET PROOF MIND TRAINING (3) | 10400022.549000.1004 | 297.00 |
| 62456 | COMCAST | ACCT #8498310020001355-KBSCC | 00105250.547000. | 48.11 |
| 62457 | COMMERCIAL FIRE PROTECTION | (6) FIRE EXTINGUISHER SERVICE | 00101250.548000. | 18.50 |
| | COMMERCIAL FIRE PROTECTION | | 00105380.548000. | 58.00 |
| | COMMERCIAL FIRE PROTECTION | | 42047165.548000. | 10.50 |
| 62458 | CO-OP SUPPLY | FERTILIZER | 00105380.531000. | 128.01 |
| | CO-OP SUPPLY | GRASS SEED | 10111561.531000. | 48.86 |
| 62459 | CPR TECHNOLOGY | NEXTEL EQUIPMENT | 50350390.535000.RPLC | 35.58 |
| 62460 | VONNIE CRAWFORD | INSTRUCTOR SERVICES | 00105250.541020. | 180.00 |
| 62461 | DATABASE SECURE RECORDS DESTRUCTIO | MONTHLY SHREDDING SERVICE | 00100030.541000. | 16.45 |
| | DATABASE SECURE RECORDS DESTRUCTIO | | 00100050.541000. | 49.38 |
| | DATABASE SECURE RECORDS DESTRUCTIO | | 00103010.541000. | 36.70 |
| | DATABASE SECURE RECORDS DESTRUCTIO | | 00103121.541000. | 36.68 |
| | DATABASE SECURE RECORDS DESTRUCTIO | | 00103222.541000. | 36.68 |
| | DATABASE SECURE RECORDS DESTRUCTIO | | 00103960.541000. | 36.68 |
| | DATABASE SECURE RECORDS DESTRUCTIO | | 00104190.531000. | 36.68 |
| 62462 | DAVIS DOOR | REPAIR BAY DOOR AT PW | 40143780.548000. | 511.88 |
| 62463 | SAM DAY | REIMBURSE MEAL-PESTICIDE CLASS | 00105380.549000. | 11.71 |
| 62464 | MICHAEL DEAL | REFUND CLASS FEES | 00110347.376009. | 29.00 |
| 62465 | DELACRUZ, MICHAEL | UB 983528680000 3528 68TH DR N | 401.122130. | 17.36 |
| 62466 | DIAMOND B CONSTRUCTORS INC | REPAIR HEAT PUMPS @ LIBRARY | 00112572.541000. | 741.53 |
| 62467 | DICKS TOWING INC | TOWING EXPENSE-MP 10-2148 | 00103222.541000. | 43.44 |
| 62468 | ROBERT DOLHANYK | REIMBURSE FOOD EXPENSE-NIMS TR | 00100310.531200. | 172.52 |
| 62469 | DOUBLETREE HOTEL SEATTLE AIRPORT | 2010 WABO LODGING | 00102020.543000. | 580.00 |
| 62470 | DUNLAP INDUSTRIAL | BLADES,WRENCH | 40140580.531000. | 32.76 |
| | DUNLAP INDUSTRIAL | BRICK,BLADE,WEED EATER STRING | 40145040.531000. | 110.61 |

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 INVOICE LIST**

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|--------------|------------------------------------|--------------------------------|-----------------------|--------------------|
| 62471 | E&E LUMBER INC | FASTENERS | 00105380.531000. | 2.58 |
| | E&E LUMBER INC | CLAMP,ELBOW | 00105380.531000. | 6.06 |
| | E&E LUMBER INC | SOCKET | 00105380.531000. | 6.06 |
| | E&E LUMBER INC | BITS,FASTENERS | 00105380.531000. | 15.46 |
| | E&E LUMBER INC | FASTENERS | 00105380.531000. | 19.20 |
| | E&E LUMBER INC | BULBS | 00105380.531000. | 31.47 |
| | E&E LUMBER INC | MISC PARTS-JENNINGS CARETAKER | 00105380.531000. | 35.32 |
| | E&E LUMBER INC | PAINT,ROLLER COVER,SPONGE,ETC | 00105380.531000. | 388.01 |
| | E&E LUMBER INC | CONCRETE | 10111864.531000. | 16.02 |
| | E&E LUMBER INC | FASTENERS | 40142480.548000. | 9.32 |
| 62472 | EDGE ANALYTICAL INC | ANALYSIS | 40140780.541000. | 84.00 |
| 62473 | ELDERS, AARON & LISA | UB 151190000002 12617 44TH AVE | 401.122110. | 685.67 |
| 62474 | WA ENVIRONMENTAL TRAINING CENTER | ASBESTOS CEMENT PIPE TRAINING- | 40143410.549030. | 170.00 |
| | WA ENVIRONMENTAL TRAINING CENTER | | 40143410.549030. | 170.00 |
| | WA ENVIRONMENTAL TRAINING CENTER | PUMP OPERATION/MAINT-DAVIS, J | 40143410.549050. | 335.00 |
| 62475 | ESRI | ARCVIEW LICENSE | 40142080.531000.0930 | 1,339.96 |
| 62476 | ESTATE OF SHIRLEY SWEETON | UB 830918300001 7107 70TH AVE | 401.122110. | 162.34 |
| 62477 | EVERETT HYDRAULICS INC | HYDRAULIC CYLINDERS | 50100065.548000. | 300.30 |
| 62478 | CITY OF EVERETT | LAB ANALYSIS | 40145040.553100. | 157.50 |
| 62479 | FAS-AHM UTILITIES LLC | UB 570730350000 17533 27TH AVE | 401.122110. | 151.38 |
| 62480 | CHRIS FLOYD | INSTRUCTOR SERVICES | 00105120.541020. | 2,596.18 |
| 62481 | GARNICH, DANIELLE | UB 720430000000 2133 67TH PL N | 401.122110. | 11.28 |
| 62482 | MICHELLE KEMP-GEHLSSEN | PRO-TEM SERVICES | 00100050.541000. | 185.00 |
| 62483 | LOIS GEIST | REIMBURSE CCS/WW TESTING FEES | 40143410.549000. | 136.00 |
| 62484 | GENERAL CHEMICAL CORP | ALUM SULFATE 12.018 DRY TON | 40142480.531320. | 3,289.00 |
| | GENERAL CHEMICAL CORP | ALUM SULFATE 12.172 DRY TON | 40142480.531320. | 3,331.14 |
| 62485 | GEOTEST SERVICES INC | FIELD SAMPLING/LAB SERVICES | 30500030.563000.R0502 | 500.00 |
| 62486 | GOVCONNECTION INC | MISC PERIPHERALS | 50300090.531000. | 107.74 |
| 62487 | PROCUREMENT & GOVERNMENT SALES INC | TV SYSTEM SETUP PERIPHERALS | 001.231700. | -14.81 |
| | PROCUREMENT & GOVERNMENT SALES INC | | 00100110.531000. | 187.03 |
| 62488 | GRANDVIEW MANAGEMENT SERVICES LLC | UB 424108000000 4108 84TH PL N | 401.122110. | 26.14 |
| 62489 | JOSEPH H. GRANGER | APPRAISAL REVIEW | 30500030.563000.R0604 | 800.00 |
| | JOSEPH H. GRANGER | (6) APPRAISAL REVIEW | 30500030.563000.R0604 | 4,800.00 |
| 62490 | DENISE GRITTON | REIMBURSE HOTEL/MILEAGE EXPENS | 00101023.543000. | 357.98 |
| 62491 | TANYA HANSON | REIMBURSE LYSOL WIPE PURCHASE | 00101023.531000. | 13.67 |
| 62492 | JOSH HARDY | REIMBURSE MILEAGE | 00103222.543000. | 7.20 |
| | JOSH HARDY | | 00103222.543000. | 43.27 |
| 62493 | HASLER, INC | POSTAGE MACHINE LEASE | 00100030.545000. | 123.80 |
| | HASLER, INC | | 00100050.545000. | 371.42 |
| 62494 | HD FOWLER COMPANY | PVC SEWER PIPE | 10110240.531000. | 19.55 |
| | HD FOWLER COMPANY | DRAINAGE SUPPLIES | 10110240.531000. | 127.46 |
| | HD FOWLER COMPANY | COPPER TUBING | 401.141400. | 259.99 |
| | HD FOWLER COMPANY | C226452 DEBIT FOR CREDIT INVOI | 40140680.531000. | 8.23 |
| | HD FOWLER COMPANY | SHOE CLEANING STATION | 42047165.531910. | 40.42 |
| | HD FOWLER COMPANY | DRAINAGE PIPE | 42047165.531920. | 241.06 |
| 62495 | HOBART SERVICE | REPAIR OVEN DOOR @ JAIL | 00103960.548000. | 181.91 |
| 62496 | ROY HOLMAN | WELLNESS SPEAKER | 00100310.549011. | 65.00 |
| 62497 | HOME DEPOT CREDIT SVCS | MATERIALS-JENNINGS CARETAKER H | 00105380.531000. | 346.35 |
| 62498 | LETTIE HYLARIDES | INTERPRETER SERVICES | 00102515.549000. | 100.00 |
| | LETTIE HYLARIDES | | 00102515.549000. | 108.80 |
| | LETTIE HYLARIDES | | 00102515.549000. | 183.80 |
| 62499 | DEPT OF INFORMATION SERVICES | TELECOMMUNICATION SERVICES | 00104190.551000. | 1,121.80 |

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| 62500 | INTEGRA TELECOM | ACCT #769949 | 00100020.542000. | 163.86 |
| | INTEGRA TELECOM | | 00100050.542000. | 176.84 |
| | INTEGRA TELECOM | | 00100110.542000. | 71.34 |
| | INTEGRA TELECOM | | 00100310.542000. | 63.92 |
| | INTEGRA TELECOM | | 00100720.542000. | 15.05 |
| | INTEGRA TELECOM | | 00101023.542000. | 65.57 |
| | INTEGRA TELECOM | | 00101130.542000. | 42.14 |
| | INTEGRA TELECOM | | 00101320.542000. | 67.56 |
| | INTEGRA TELECOM | | 00102020.542000. | 352.58 |
| | INTEGRA TELECOM | | 00103010.542000. | 111.34 |
| | INTEGRA TELECOM | | 00103121.542000. | 10.00 |
| | INTEGRA TELECOM | | 00103121.542000. | 112.59 |
| | INTEGRA TELECOM | | 00103222.542000. | 474.88 |
| | INTEGRA TELECOM | | 00103528.542000. | 23.52 |
| | INTEGRA TELECOM | | 00103630.542000. | 11.69 |
| | INTEGRA TELECOM | | 00103960.542000. | 136.40 |
| | INTEGRA TELECOM | | 00104190.542000. | 151.52 |
| | INTEGRA TELECOM | | 00104230.542000. | 12.43 |
| | INTEGRA TELECOM | | 00105120.542000. | 59.65 |
| | INTEGRA TELECOM | | 00105250.542000. | 28.45 |
| | INTEGRA TELECOM | | 00105380.542000. | 67.17 |
| | INTEGRA TELECOM | | 00105515.542000. | 15.25 |
| | INTEGRA TELECOM | | 00143523.542000. | 104.41 |
| | INTEGRA TELECOM | | 10111230.542000. | 84.64 |
| | INTEGRA TELECOM | | 40142480.542000. | 126.31 |
| | INTEGRA TELECOM | | 40143410.542000. | 224.48 |
| | INTEGRA TELECOM | | 41046170.542000. | 11.69 |
| | INTEGRA TELECOM | | 42047061.542000. | 64.22 |
| | INTEGRA TELECOM | | 50100065.542000. | 39.65 |
| | INTEGRA TELECOM | | 50148058.542000. | 12.03 |
| | INTEGRA TELECOM | | 50200050.542000. | 23.71 |
| | INTEGRA TELECOM | | 50300090.542000. | 94.64 |
| 62501 | JENKINS, KRISTEN & TODD | UB 042420333001 6308 96TH PL N | 401.122110. | 152.66 |
| 62502 | JET PLUMBING | REPAIR PIPE @ CH | 00103530.548000. | 459.33 |
| 62503 | JOHN DEERE CORP | LEASE PYMNT-JD WAM TC 1600T060 | 00105380.545000.1001 | 12,380.64 |
| 62504 | KAMAN INDUSTRIAL TECHNOLOGIES | BEARINGS | 50100065.534000. | 112.13 |
| 62505 | KAROLYN KOMETZ | REFUND CLASS FEES | 00110347.376009. | 25.00 |
| 62506 | JOHN KOSTER BUSINESS ROUND TABLE | ROUNDTABLE (3) | 00100060.549000. | 25.00 |
| | JOHN KOSTER BUSINESS ROUND TABLE | | 00100110.549000. | 50.00 |
| 62507 | SVETLANA KUPRIYANOVA | INTERPRETER SERVICES | 00102515.549000. | 119.81 |
| 62508 | DEPARTMENT OF LABOR & INDUSTRIES | 1ST QTR 2010 L&I | 00100050.524000. | 61.55 |
| | DEPARTMENT OF LABOR & INDUSTRIES | | 00103222.524000. | 315.73 |
| | DEPARTMENT OF LABOR & INDUSTRIES | | 00105120.524000. | 50.13 |
| | DEPARTMENT OF LABOR & INDUSTRIES | | 00105250.524000. | 479.83 |
| | DEPARTMENT OF LABOR & INDUSTRIES | | 00105515.549000. | 10.72 |
| 62509 | LANGSHOLT, GLENN | UB 021000000000 5404 84TH PL N | 401.122110. | 198.38 |
| 62510 | LANGUAGE EXCHANGE | INTERPRETER SERVICES | 00102515.549000. | 316.00 |
| 62511 | LASTING IMPRESSIONS INC | HATS | 00103222.526000. | 226.11 |
| 62512 | LES SCHWAB TIRE CENTER | DRIVE AXLE TIRES FOR MOWER # 2 | 50100065.534000. | 1,278.81 |
| 62513 | LINKS TURF SUPPLY INC | GLOVES, SAFETY GLASSES | 42047165.526000. | 74.39 |
| 62514 | LOWES HIW INC | MATERIALS-JENNINGS CARETAKER H | 00105380.531000. | 196.73 |
| 62515 | JAMES MAPLES | REIMBURSE NAMOA PURCHASES | 00103222.549000.G1002 | 2,004.61 |

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| 62516 | MARSHALL ELEMENTARY SCHOOL PTSA | HEALTHY LIFESTYLES MINI GRANT | 00105090.531000.0811 | 500.00 |
| 62517 | BRENDA MARTZ | REFUND CLASS FEES | 00110347.376009. | 35.00 |
| 62518 | MARYSVILLE FLORAL | SYMPATHY ARRANGEMENT-MULLER | 00100110.549000. | 74.93 |
| 62519 | MARYSVILLE PRINTING | HEALTHY COMM POSTERS | 00105090.531000.0811 | 36.19 |
| | MARYSVILLE PRINTING | (1000) ENVELOPES | 00105380.531000. | 59.77 |
| 62520 | MARYSVILLE SCHOOL DISTRICT #25 | FACILITY USEAGE @ CEDARCREST M | 00105120.531091. | 7.00 |
| | MARYSVILLE SCHOOL DISTRICT #25 | FACILITY USEAGE @ MSVL SECONDA | 00105120.531091. | 8.75 |
| | MARYSVILLE SCHOOL DISTRICT #25 | FACILITY USEAGE @ LIBERTY | 00105120.531091. | 105.25 |
| | MARYSVILLE SCHOOL DISTRICT #25 | FACILITY USEAGE @ TMS | 00105120.531091. | 128.00 |
| | MARYSVILLE SCHOOL DISTRICT #25 | FACILITY USEAGE @ CEDARCREST M | 00105120.531091. | 136.00 |
| | MARYSVILLE SCHOOL DISTRICT #25 | FACILITY USEAGE @ MMS | 00105120.531091. | 153.00 |
| | MARYSVILLE SCHOOL DISTRICT #25 | FACILITY USEAGE @ CASCADE | 00105120.531091. | 167.13 |
| | MARYSVILLE SCHOOL DISTRICT #25 | FACILITY USEAGE @ SHOULTES | 00105120.531091. | 183.46 |
| | MARYSVILLE SCHOOL DISTRICT #25 | FACILITY USEAGE @ KELLOGG MARS | 00105120.531091. | 188.48 |
| | MARYSVILLE SCHOOL DISTRICT #25 | FACILITY USEAGE @ SUNNYSIDE | 00105120.531091. | 229.25 |
| | MARYSVILLE SCHOOL DISTRICT #25 | FACILITY USEAGE @ MARSHALL | 00105120.531091. | 235.16 |
| | MARYSVILLE SCHOOL DISTRICT #25 | FACILITY USEAGE @ PINEWOOD | 00105120.531091. | 274.75 |
| | MARYSVILLE SCHOOL DISTRICT #25 | FACILITY USEAGE @ GROVE | 00105120.531091. | 358.75 |
| | MARYSVILLE SCHOOL DISTRICT #25 | FACILITY USEAGE @ TMS | 00105120.531091. | 942.30 |
| | MARYSVILLE SCHOOL DISTRICT #25 | FACILITY USEAGE @ CEDARCREST M | 00105120.531091. | 1,313.43 |
| | MARYSVILLE SCHOOL DISTRICT #25 | FACILITY USEAGE @ MMS | 00105120.531091. | 1,366.74 |
| | MARYSVILLE SCHOOL DISTRICT #25 | FACILITY USEAGE @ QUIL CEDA | 00105120.531091. | 1,541.01 |
| | MARYSVILLE SCHOOL DISTRICT #25 | FACILITY USEAGE @ ALLEN CREEK | 00105120.531091. | 1,666.18 |
| 62521 | CITY OF MARYSVILLE | WTR/SWR/GRB @ 1635 GROVE | 00100010.547000. | 2,039.91 |
| 62522 | MOTOROLA | RADIO REPAIR | 00103222.548000. | 426.80 |
| 62523 | NAHOLOHOLO, MAURICE C/O | UB 830316640001 7101 69TH PL N | 401.122130. | 61.53 |
| 62524 | NEXTEL COMMUNICATIONS | BLACKBERRIES & ACCESSORIES | 00103010.542000. | 244.30 |
| | NEXTEL COMMUNICATIONS | | 50300090.542000. | 94.41 |
| 62525 | DIANA NOMAN | INTERPRETER SERVICES | 00102515.549000. | 125.88 |
| 62526 | NORTH COAST ELECTRIC COMPANY | PARTS FOR SODIUM HYPO PUMP | 40142480.548000. | 373.33 |
| 62527 | NORTHWEST CASCADE INC | HONEY BUCKETS | 00105120.531030. | 363.43 |
| 62528 | OFFICE DEPOT | OFFICE SUPPLIES | 00100020.531000. | 11.04 |
| | OFFICE DEPOT | | 00100030.531000. | 605.12 |
| | OFFICE DEPOT | | 00100050.531000. | 40.54 |
| | OFFICE DEPOT | | 00102020.531000. | 38.34 |
| | OFFICE DEPOT | | 00103010.531000. | 15.00 |
| | OFFICE DEPOT | | 00103121.531000. | 94.69 |
| | OFFICE DEPOT | | 00103222.531000. | 224.59 |
| | OFFICE DEPOT | | 00103630.531000. | 26.26 |
| | OFFICE DEPOT | | 00104190.531000. | 30.00 |
| | OFFICE DEPOT | | 00105380.531000. | 39.41 |
| | OFFICE DEPOT | | 00105380.531000. | 49.28 |
| | OFFICE DEPOT | | 00143523.531000. | 6.35 |
| | OFFICE DEPOT | REFUND OFFICE SUPPLIES | 10111230.531000. | -13.31 |
| | OFFICE DEPOT | OFFICE SUPPLIES | 10111230.531000. | 7.41 |
| | OFFICE DEPOT | | 10111230.531000. | 44.68 |
| | OFFICE DEPOT | | 40142380.531000. | 21.26 |
| | OFFICE DEPOT | | 40143410.531000. | 11.04 |
| | OFFICE DEPOT | | 40143410.531000. | 22.80 |
| | OFFICE DEPOT | | 50100065.531000. | 1.23 |
| | OFFICE DEPOT | | 50200050.531000. | 1.23 |
| 62529 | PACIFIC NW BUSINESS PRODUCTS INC | TONER | 00103010.531000. | 123.70 |

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| 62529 | PACIFIC NW BUSINESS PRODUCTS INC | TONER | 00103528.531000. | 151.93 |
| 62530 | PACIFIC POWER PRODUCTS | MOWER BLADES,BELT,FILTERS | 00105380.548000. | 137.28 |
| | PACIFIC POWER PRODUCTS | BLADES | 00105380.548000. | 222.05 |
| | PACIFIC POWER PRODUCTS | BELT | 42047165.548000. | 5.47 |
| | PACIFIC POWER PRODUCTS | BLADES | 42047165.548000. | 106.05 |
| | PACIFIC POWER PRODUCTS | BEARING | 42047165.548000. | 211.58 |
| | PACIFIC POWER PRODUCTS | WINDSHIELDS | 42047165.548000. | 962.18 |
| 62531 | PACIFIC TOPSOILS INC | DUMP FEES | 10110240.531000. | 75.00 |
| | PACIFIC TOPSOILS INC | | 10110240.531000. | 105.00 |
| | PACIFIC TOPSOILS INC | | 10110240.531000. | 150.00 |
| | PACIFIC TOPSOILS INC | | 10110240.531000. | 150.00 |
| | PACIFIC TOPSOILS INC | | 10110240.531000. | 150.00 |
| | PACIFIC TOPSOILS INC | | 10110240.531000. | 150.00 |
| | PACIFIC TOPSOILS INC | | 10110240.531000. | 150.00 |
| | PACIFIC TOPSOILS INC | | 10110240.531000. | 150.00 |
| | PACIFIC TOPSOILS INC | | 10110240.531000. | 150.00 |
| 62532 | PAGELS, JAMES & HEIDI | UB 985004000001 5004 SUNNYSIDE | 410.122100. | 153.67 |
| 62533 | THE PARTS STORE | CORE REFUND | 00105380.548000. | -10.86 |
| | THE PARTS STORE | BATTERY W/CORE CHR | 00105380.548000. | 93.01 |
| | THE PARTS STORE | PLASTIC TIES | 501.141100. | 11.67 |
| | THE PARTS STORE | ANTIFREEZE, WASHER FLUID,OIL,FU | 501.141100. | 134.49 |
| | THE PARTS STORE | BATTERIES,BULBS,LAMPS,TIES | 501.141100. | 265.31 |
| | THE PARTS STORE | SERP BELT | 50100065.534000. | 24.45 |
| | THE PARTS STORE | (100FT) WIRE | 50100065.534000. | 74.93 |
| | THE PARTS STORE | ALTERNATOR | 50100065.534000. | 155.52 |
| 62534 | PATRICKS PRINTING INC | NOTICE OF CASE SETTINGS | 00100030.531000. | 895.27 |
| | PATRICKS PRINTING INC | BUSINESS CARDS | 00100050.531000. | 143.60 |
| | PATRICKS PRINTING INC | ENVELOPES | 00100050.531000. | 153.96 |
| | PATRICKS PRINTING INC | WINDOW ENVELOPES | 00100050.531000. | 389.12 |
| 62535 | PELZER GOLF SUPPLIES | SOFT SPIKES | 420.141100. | 182.64 |
| 62536 | PETTY CASH FUND-POLICE | TRAFFIC SUPPLIES,OFFICE SUPPLI | 00103010.543000. | 7.18 |
| | PETTY CASH FUND-POLICE | | 00103121.531000. | 8.94 |
| | PETTY CASH FUND-POLICE | | 00103222.531000. | 11.93 |
| | PETTY CASH FUND-POLICE | | 00103222.531000. | 57.16 |
| 62537 | JOSEPH PHAM | INTERPRETER SERVICES | 00102515.549000. | 125.00 |
| 62538 | PICKLESIMER, ROB | UB 051006500001 8812 58TH DR N | 401.122110. | 25.63 |
| 62539 | PLATT- EVERETT | LIGHT FIXTURE,BULBS | 42047165.531000. | 218.79 |
| 62540 | PNCWA | PNCWA MEMBERSHIP-BRYANT, S | 40142480.549000. | 10.00 |
| | PNCWA | PNCWA MEMBERSHIP-BYDE, D | 40142480.549000. | 10.00 |
| | PNCWA | PNCWA MEMBERSHIP-COBB, J | 40142480.549000. | 10.00 |
| | PNCWA | PNCWA MEMBERSHIP-CRAIN, J | 40142480.549000. | 10.00 |
| | PNCWA | PNCWA MEMBERSHIP-FILORI, J | 40142480.549000. | 10.00 |
| | PNCWA | PNCWA MEMBERSHIP-FREEMAN, S | 40142480.549000. | 10.00 |
| | PNCWA | PNCWA MEMBERSHIP-ROODZANT, D | 40142480.549000. | 10.00 |
| | PNCWA | PNCWA MEMBERSHIP-STAIR, F | 40142480.549000. | 10.00 |
| 62541 | PORT GARDNER VINTAGE AUTO CLUB | REFUND DEPOSIT FOR RENTAL | 001.239100. | 100.00 |
| 62542 | UNITED STATES POSTAL SERVICE | POSTAGE FOR METER # 62158 | 00104190.542000. | 2,000.00 |
| 62543 | PROTHMAN COMPANY | ADVISORY SERVICES | 00100110.541000. | 1,200.00 |
| 62544 | PUGET SOUND SECURITY PATROL INC. | SECURITY SERVICES | 00100030.541000. | 820.64 |
| | PUGET SOUND SECURITY PATROL INC. | | 00100050.541000. | 2,461.92 |
| 62545 | PUD NO 1 OF SNOHOMISH COUNTY | ACCT #2000-2187-1 | 00101250.547000. | 2,147.70 |
| | PUD NO 1 OF SNOHOMISH COUNTY | ACCT #2016-1747-9 | 00103530.547000. | 2,291.76 |

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| 62545 | PUD NO 1 OF SNOHOMISH COUNTY | ACCT #2000-6146-3 | 00105380.547000. | 154.51 |
| | PUD NO 1 OF SNOHOMISH COUNTY | ACCT #2032-9121-6 | 10111230.547000. | 263.49 |
| | PUD NO 1 OF SNOHOMISH COUNTY | ACCT #2022-8858-5 | 10111864.547000. | 111.93 |
| | PUD NO 1 OF SNOHOMISH COUNTY | ACCT #2020-1181-3 | 40140180.547000. | 29.76 |
| | PUD NO 1 OF SNOHOMISH COUNTY | ACCT #2022-9424-5 | 40142280.547000. | 90.32 |
| | PUD NO 1 OF SNOHOMISH COUNTY | ACCT #2023-0330-1 | 40142280.547000. | 92.78 |
| | PUD NO 1 OF SNOHOMISH COUNTY | ACCT #2019-0963-7 | 40142280.547000. | 246.15 |
| | PUD NO 1 OF SNOHOMISH COUNTY | ACCT #2013-4666-5 | 40142280.547000. | 402.79 |
| 62546 | PUMPTech INC | RECONDITION 100 HP GE MOTOR | 40200034.560000.W0705 | 2,329.07 |
| 62547 | R&R PRODUCTS INC | FILE | 42047165.548000. | 21.56 |
| | R&R PRODUCTS INC | TIRE SEALANT | 42047165.548000. | 110.07 |
| 62548 | RCA PROPERTIES | UB 987608330000 7608 33RD ST N | 401.122130. | 90.44 |
| 62549 | RHODES, BRUCE & SANDRA | UB 761302558701 7907 80TH AVE | 401.122110. | 166.23 |
| 62550 | JERAMIE ROTH | REIMBURSE MEAL-PESTICIDE TRAIN | 00105380.549000. | 8.44 |
| 62551 | JOHN RUSDEN | PRO-TEM SERVICES | 00100050.541000. | 185.00 |
| | JOHN RUSDEN | | 00100050.541000. | 370.00 |
| 62552 | SAM & PATCH INC | REFUND BUSINESS LICENSE FEES | 00100321.319000. | 50.00 |
| 62553 | SEA-ALASKA INDUSTRIAL ELECTRIC INC | (5) INSULATING OIL | 40142480.548000. | 82.16 |
| 62554 | SENIOR HEALTH INSURANCE CO OF PA | 2010 INSURANCE PREMIUM-SWEAREN | 00103010.541100. | 2,469.17 |
| 62555 | SHEPHERD, EDWARD | UB 751590000000 7309 52ND ST N | 401.122110. | 18.52 |
| 62556 | TERRY SIMON | PRO-TEM SERVICES | 00100050.541000. | 370.00 |
| 62557 | SMOKEY POINT CONCRETE | DRAIN ROCK | 10110240.531000. | 154.59 |
| 62558 | SNO CO PUBLIC WORKS | SOLID WASTE DISPOSAL FEES | 41046060.551000. | 119,713.00 |
| 62559 | SNOHOMISH COUNTY TREASURER | CRIME VICTIM/WITNESS FUNDS | 00102570.551000. | 934.07 |
| 62560 | SNOPAC | ACCESS ASSESSMENT | 00104190.551000. | 820.19 |
| 62561 | SONITROL | SECURITY MICROPROX PATCHES | 00100310.531000. | 38.02 |
| 62562 | SOROPTIMIST OF MARYSVILLE | REFUND DEPOSIT FOR RENTAL | 001.239100. | 100.00 |
| 62563 | SOUND PUBLISHING INC | LEGAL NOTICES-ACCT #88522148 | 00102020.544000. | 341.24 |
| 62564 | SOUND PUBLISHING INC | LEGAL ADS-ACCT #88522146 | 30500030.563000.R0604 | 434.48 |
| 62565 | SOUND SAFETY PRODUCTS CO INC | GLOVES | 501.141100. | 69.73 |
| | SOUND SAFETY PRODUCTS CO INC | RAINGEAR | 501.141100. | 380.97 |
| | SOUND SAFETY PRODUCTS CO INC | SHORTS-NORSBY, M | 50200050.526000. | 96.09 |
| 62566 | STATE AVENUE PLAZA, LLC | MONTHLY LEASE PYMNT-1015 STATE | 00101250.545000. | 28,000.00 |
| 62567 | WASHINGTON STATE PATROL | BACKGROUND CHECKS | 00100310.541000. | 320.00 |
| | WASHINGTON STATE PATROL | BACKGROUND CHECK | 00102020.531000. | 10.00 |
| 62568 | STEWART, GARY | UB 591150000000 2105 142ND PL | 401.122110. | 138.56 |
| 62569 | STRATEGIES 360 INC | PROFESSIONAL SERVICES | 10111230.541000. | 3,750.00 |
| | STRATEGIES 360 INC | | 40143410.541000. | 3,750.00 |
| 62570 | EXCEL EDUCATIONAL SOLUTIONS, INC. | INSTRUCTOR SERVICES | 00105120.541020. | 204.75 |
| 62571 | DIANE HESS TAYLOR | PRO-TEM SERVICES | 00100050.541000. | 185.00 |
| 62572 | J. STEVEN THOMAS | | 00100050.541000. | 740.00 |
| 62573 | TIRE DISPOSAL & RECYCLING | JUNK TIRE DISPOSAL FEES | 50100065.549000. | 336.55 |
| 62574 | TORO NSN | IRRIGATION COMP SOFTWARE LEASE | 42047165.531920. | 134.00 |
| 62575 | TOTEM MIDDLE SCHOOL ASB | HEALTHY LIFESTYLES MINI GRANT | 00105090.531000.0811 | 500.00 |
| 62576 | TRI-STATE TRUCK & EQUIPMENT INC | CUTTING EDGE | 501.231700. | -51.00 |
| | TRI-STATE TRUCK & EQUIPMENT INC | | 50100065.534000. | 644.00 |
| 62577 | UNITED PARCEL SERVICE | SHIPPING EXPENSE | 00103222.541000. | 23.49 |
| | UNITED PARCEL SERVICE | | 10111864.548000. | 6.33 |
| | UNITED PARCEL SERVICE | | 10111864.548000. | 50.77 |
| | UNITED PARCEL SERVICE | | 10111864.548000. | 76.88 |
| | UNITED PARCEL SERVICE | | 30500030.563000.R0502 | 5.28 |
| | UNITED PARCEL SERVICE | | 30500030.563000.R0502 | 6.90 |

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| 62577 | UNITED PARCEL SERVICE | SHIPPING EXPENSE | 40142080.531000. | 6.33 |
| | UNITED PARCEL SERVICE | | 40142080.531000. | 6.33 |
| | UNITED PARCEL SERVICE | | 40142080.531000. | 192.73 |
| 62578 | UNITED PIPE & SUPPLY INC | (3) 3" COUPLING ROMAC | 40140580.531000. | 331.50 |
| 62579 | US TENNIS ASSOCIATION | MEMBERSHIP RENEWAL-HALL, D | 00105120.531050. | 35.00 |
| 62580 | USSSA WASHINGTON STATE | SOFTBALL SANCTION FEES | 00105120.531010. | 840.00 |
| 62581 | CITY OF VANCOUVER | 2010 EVOC INSTRUCTOR CLASS-RIC | 10400022.549000.1004 | 500.00 |
| 62582 | CARMELITA VAN HATTEM | REFUND CLASS FEES | 00110347.376009. | 25.00 |
| 62583 | VERIZON NORTHWEST | ACCT #404449227007 | 00100050.542000. | 214.00 |
| | VERIZON NORTHWEST | | 00100310.531000. | 54.51 |
| 62584 | WASHINGTON STATE TREASURER | PUBLIC SAFETY & BLGD REVENUE | 001.237010. | 54,640.56 |
| | WASHINGTON STATE TREASURER | | 001.237030. | 1,134.00 |
| 62585 | WA URISA | 2010 GIS WORKSHOP-HUDSON, C | 00102020.549000. | 280.00 |
| 62586 | WAXIE SANITARY SUPPLY | JANITORIAL SUPPLIES | 00105380.531400. | 180.79 |
| | WAXIE SANITARY SUPPLY | | 00105380.531400. | 1,366.35 |
| 62587 | WELLS FARGO FINANCIAL CAPITAL FINANC | 2009 PROPERTY TAX ON MAIL MACH | 00100020.542000. | 9.13 |
| | WELLS FARGO FINANCIAL CAPITAL FINANC | | 00102020.542000. | 14.60 |
| | WELLS FARGO FINANCIAL CAPITAL FINANC | | 10111230.542000. | 1.83 |
| | WELLS FARGO FINANCIAL CAPITAL FINANC | | 40143410.542000. | 7.30 |
| | WELLS FARGO FINANCIAL CAPITAL FINANC | | 41046170.542000. | 1.83 |
| | WELLS FARGO FINANCIAL CAPITAL FINANC | | 50100065.545000. | 0.91 |
| | WELLS FARGO FINANCIAL CAPITAL FINANC | | 50200050.545000. | 0.91 |
| 62588 | WESTERN EQUIPMENT DISTRIBUTORS | NUTS,SCREWS | 42047165.548000. | 98.85 |
| 62589 | WHITFORD, WARREN | UB 037601000000 7601 87TH ST N | 401.122110. | 20.00 |
| 62590 | RAMONA WILLEY | REFUND CLASS FEES | 00110347.376009. | 25.00 |

WARRANT TOTAL: 407,685.27

VOID

REASON FOR VOIDS:

CHECK # 58817 CHECK LOST (13.67)

- INITIATOR ERROR
- WRONG VENDOR
- CHECK LOST IN MAIL

407,671.60

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 10, 2010

| | |
|---|--|
| 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 **April 28, 2010** claims in the amount of **\$305,370.35** paid by **Check No.'s 62591 through 62734** with Check No. 59927 voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-4

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 **\$305,370.35 PAID BY CHECK NO.'S 62591 THROUGH 62734 WITH CHECK NUMBER 59927 VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.



AUDITING OFFICER



DATE

MAYOR DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **28th DAY OF APRIL 2010.**

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 04/22/2010 TO 04/28/2010

| <u>CHK #</u> | <u>VENDOR</u> | <u>ITEM DESCRIPTION</u> | <u>ACCOUNT #</u> | <u>ITEM AMOUNT</u> |
|--------------|-----------------------------------|--------------------------------|------------------|--------------------|
| 62591 | ACKLEY TOOL CO | METOTECH REPAIR | 40141180.549000. | 401.51 |
| 62592 | AUTOMATIC FUNDS TRANSFER SERVICES | WEB PAYMENT SERVICES | 00143523.541000. | 683.00 |
| | AUTOMATIC FUNDS TRANSFER SERVICES | REMITTANCE PROCESSING | 00143523.541000. | 1,170.01 |
| | AUTOMATIC FUNDS TRANSFER SERVICES | BILL PRINTING SERVICES | 00143523.541000. | 9,026.75 |
| 62593 | ALBERTSONS FOOD CENTER #471 | INMATE SUPPLIES | 00103960.531000. | 230.83 |
| 62594 | AMSAN SEATTLE | DEGREASER | 501.141100. | 57.60 |
| | AMSAN SEATTLE | | 501.141100. | 230.39 |
| 62595 | ARAMARK UNIFORM SERVICES | MECHANICS UNIFORM | 42047165.526000. | 11.62 |
| | ARAMARK UNIFORM SERVICES | UNIFORM CLEANING | 50100065.526000. | 21.77 |
| 62596 | ASCOM HASLER/GE CAP PROG | POSTAGE METER | 00100020.542000. | 2.20 |
| | ASCOM HASLER/GE CAP PROG | | 00100020.542000. | 13.86 |
| | ASCOM HASLER/GE CAP PROG | | 00100110.545000. | 4.39 |
| | ASCOM HASLER/GE CAP PROG | | 00100110.545000. | 27.69 |
| | ASCOM HASLER/GE CAP PROG | | 00100310.545000. | 4.38 |
| | ASCOM HASLER/GE CAP PROG | | 00100310.545000. | 27.69 |
| | ASCOM HASLER/GE CAP PROG | | 00101023.545000. | 4.39 |
| | ASCOM HASLER/GE CAP PROG | | 00101023.545000. | 27.69 |
| | ASCOM HASLER/GE CAP PROG | | 00101130.545000. | 4.39 |
| | ASCOM HASLER/GE CAP PROG | | 00101130.545000. | 27.69 |
| | ASCOM HASLER/GE CAP PROG | | 00101320.545000. | 4.38 |
| | ASCOM HASLER/GE CAP PROG | | 00101320.545000. | 27.69 |
| | ASCOM HASLER/GE CAP PROG | | 00102020.542000. | 4.38 |
| | ASCOM HASLER/GE CAP PROG | | 00102020.542000. | 27.68 |
| | ASCOM HASLER/GE CAP PROG | | 00143523.545000. | 4.38 |
| | ASCOM HASLER/GE CAP PROG | | 00143523.545000. | 27.69 |
| | ASCOM HASLER/GE CAP PROG | | 40143410.542000. | 2.20 |
| | ASCOM HASLER/GE CAP PROG | | 40143410.542000. | 13.86 |
| 62597 | BRIAN CHARLES ASHBACH | PUBLIC DEFENDER | 00101420.541040. | 106.25 |
| 62598 | ATHENS TECHNICAL SPECIALIST, INC | CALIBRATE PCMT 2600 CFM TESTER | 10111864.548000. | 585.00 |
| 62599 | BAG BOY | SLOTLINE PUTTERS | 420.141100. | 182.00 |
| | BAG BOY | PUTTERS,BAGS,CARTS | 420.141100. | 809.40 |
| 62600 | JUDY BARKLY | JURY DUTY | 00102515.549000. | 13.03 |
| 62601 | BARNETT IMPLEMENT | (2) WALK BEHIND MOWERS | 00105380.535000. | 758.03 |
| 62602 | TONI BECKTELL | REFUND CLASS FEES | 00110347.376004. | 16.00 |
| | TONI BECKTELL | | 00110347.376004. | 31.00 |
| 62603 | TERI BELL-MCCANN | | 00110347.376009. | 60.00 |
| 62604 | PAUL BENDEL | INSTALLATION OF LINK PIPE SLEE | 40143110.541000. | 12,475.85 |
| 62605 | BENNETT, LEEANN | UB 984612000001 4612 71ST DR N | 410.122100. | 118.82 |
| 62606 | BICKFORD FORD-MERCURY | DOOR HINGE LOWER ASSEMBLY | 50100065.534000. | 49.54 |
| | BICKFORD FORD-MERCURY | WINDOW SWITCH | 50100065.534000. | 57.71 |
| 62607 | BLUMENTHAL UNIFORMS & EQUIPMENT | UNIFORM-BARTL | 00103222.526000. | 915.99 |
| 62608 | BOSTEC INC. | BAC MOUTHPIECE SUPPLIES | 00103222.531000. | 57.57 |
| 62609 | BOYDEN ROBINETT & ASSOCIATES LP | UB 846429860000 6429 86TH AVE | 401.122110. | 48.50 |
| 62610 | MARTY BREWER | USED GOLF BALLS | 420.141100. | 300.00 |
| 62611 | BRIDGESTONE GOLF INC | LADIES GLOVES | 420.141100. | 38.04 |
| | BRIDGESTONE GOLF INC | | 420.141100. | 111.16 |
| 62612 | BUSINESS & LEGAL REPORTS INC | OSHA'S BLOODBORNE PATH BOOKLE7 | 001.231700. | -6.49 |
| | BUSINESS & LEGAL REPORTS INC | | 00100310.531000. | 81.90 |
| 62613 | MICHAEL CAMERON SR | REFUND DEPOSIT FOR RENTAL | 001.239100. | 100.00 |
| 62614 | CARR'S ACE HARDWARE | KEYS MADE | 40142080.549000. | 23.75 |
| | CARR'S ACE HARDWARE | | 40145040.549000. | 23.76 |
| 62615 | CHAMPION BOLT & SUPPLY | ANTI FATIGUE GLOVES | 00105380.531000. | 36.30 |

**CITY OF MARYSVILLE
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FOR INVOICES FROM 04/22/2010 TO 04/28/2010

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|--------------|------------------------------------|--------------------------------|-----------------------|--------------------|
| 62616 | KATHY CHRISTIANSEN | REFUND CLASS FEES | 00110347.376009. | 30.00 |
| 62617 | CI TECHNOLOGIES INC | ANNUAL SOFTWARE UPGRADE | 00103010.541000. | 651.60 |
| 62618 | THE CIT GROUP/COMM. SVCS | MENS OUTERWEAR | 420.141100. | 1,117.88 |
| 62619 | CLYDE WEST | DOOR CABLE ASSEMBLY | 50100065.534000. | 141.38 |
| 62620 | CODE PUBLISHING INC | ELEC MUNICIPAL CODE UPDATE | 00101130.541000. | 121.00 |
| 62621 | COMCAST | PRO SHOP TV CABLE | 42047267.549000. | 51.23 |
| | COMCAST | MONTHLY BROADBAND CHARGE | 50300090.531000. | 169.95 |
| 62622 | US DEPT OF COMMERCE ECONOMIC | 1977 DROUGHT BOND-INTEREST PYM | 40800083.583000. | 4,000.00 |
| 62623 | CONSOLIDATED ELECTRIAL DIST INC | BULBS | 00100010.531000. | 43.90 |
| | CONSOLIDATED ELECTRIAL DIST INC | | 00112572.531000. | 146.76 |
| | CONSOLIDATED ELECTRIAL DIST INC | | 40143410.531000. | 117.28 |
| | CONSOLIDATED ELECTRIAL DIST INC | FLASHLIGHT,ELEC & PVC TAPE | 50200050.531000. | 24.09 |
| 62624 | CO-OP SUPPLY | TOOLS AND TOOL BAG-KING, A | 00105380.531000.A1002 | 130.85 |
| | CO-OP SUPPLY | 40' CORD | 40140580.531000. | 33.66 |
| 62625 | CORPORATE OFFICE SUPPLY | PURELL WIPES,HAND SANITIZER | 501.141100. | 214.90 |
| 62626 | WA DEPT OF CORRECTIONS | INMATE MEALS | 00103960.531250. | 1,411.82 |
| | WA DEPT OF CORRECTIONS | | 00103960.531250. | 1,507.89 |
| 62627 | WA DEPT OF CORRECTIONS | WORK CREW | 00105380.549000. | 990.20 |
| | WA DEPT OF CORRECTIONS | | 40145040.549000. | 822.66 |
| 62628 | CRYSTAL SPRINGS | WATER DELIVERED/COOLER RENTAL | 40142480.531330. | 82.96 |
| 62629 | DAILY JOURNAL OF COMMERCE | CALLS FOR BIDS AD | 40220594.563000.W0607 | 356.40 |
| 62630 | DATABASE SECURE RECORDS DESTRUCTIO | MONTHLY SHREDDING SERVICE | 00101023.531000. | 7.46 |
| | DATABASE SECURE RECORDS DESTRUCTIO | | 00101130.531000. | 7.47 |
| | DATABASE SECURE RECORDS DESTRUCTIO | | 00101130.531000. | 613.93 |
| | DATABASE SECURE RECORDS DESTRUCTIO | | 00143523.531000. | 7.46 |
| 62631 | DEAVER ELECTRIC | POWER TO TV'S- CAO & CONF ROOM | 00103530.531000. | 252.82 |
| | DEAVER ELECTRIC | MOVE DRYER OUTLET@JENNINGS CA | 00105380.531000. | 152.74 |
| | DEAVER ELECTRIC | WIRE LOCATE ATTEMPT @ 130TH&43 | 10110463.548000. | 388.25 |
| 62632 | MICHAEL DELA CRUZ | JURY DUTY | 00102515.549000. | 27.68 |
| 62633 | ELDON DENNIS | LEOFF 1 REIMBURSEMENT | 00103010.541000. | 414.20 |
| 62634 | DIAMOND B CONSTRUCTORS INC | REPAIR WORK TO GAS HEATER-WWTF | 40142480.548000. | 504.99 |
| | DIAMOND B CONSTRUCTORS INC | HVAC SERVICE-WWTP | 40142480.548000. | 711.33 |
| | DIAMOND B CONSTRUCTORS INC | MAINTENANCE-CD | 40143780.548000. | 151.50 |
| 62635 | DICKS TOWING INC | TOWING EXPENSE-MP 10-2086 | 00103222.541000. | 43.44 |
| | DICKS TOWING INC | TOWING EXPENSE-MP 10-2117 | 00103222.541000. | 43.44 |
| | DICKS TOWING INC | TOWING EXPENSE-MP 10-2129 | 00103222.541000. | 43.44 |
| | DICKS TOWING INC | TOWING EXPENSE-CUSTODY VAN | 50100065.548000. | 43.44 |
| 62636 | DOCUMENT SCANNING SYSTEMS & IMAG. | SOFTWARE MAINTENANCE | 001.231700. | -344.00 |
| | DOCUMENT SCANNING SYSTEMS & IMAG. | | 00103121.545000. | 4,344.00 |
| 62637 | E&E LUMBER INC | PLYWOOD | 00100010.531000. | 25.37 |
| | E&E LUMBER INC | HOSE SHUTOFF,BRASS NOZZLE | 00105380.531000. | 15.82 |
| | E&E LUMBER INC | SQUEEGEE,P-TARP | 00105380.531000. | 19.41 |
| | E&E LUMBER INC | CELL PHONE CLIPS | 00105380.531000. | 19.53 |
| | E&E LUMBER INC | MARATHON BLADE | 00105380.531000. | 19.54 |
| | E&E LUMBER INC | TARP,STRAPS | 00105380.531000. | 27.15 |
| | E&E LUMBER INC | GRAFFITI PAINT SUPPLIES | 00105380.531000. | 28.78 |
| | E&E LUMBER INC | BULBS,SHOWER HEAD & ARM W/FLAN | 00105380.531000. | 29.46 |
| | E&E LUMBER INC | J ROLLER | 00105380.531000. | 30.60 |
| | E&E LUMBER INC | PATIO BLOCK | 00105380.531000. | 64.51 |
| | E&E LUMBER INC | CONCRETE,STRINGHOLDER | 00105380.531000. | 229.33 |
| | E&E LUMBER INC | MISC TOOLS | 40143780.531000. | 10.00 |
| | E&E LUMBER INC | JIGSAW BLADES | 40143780.531000. | 28.09 |

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|--------------|-----------------------------------|--------------------------------|----------------------|--------------------|
| 62637 | E&E LUMBER INC | ENTRY LOCKSET | 40143780.531000. | 32.57 |
| | E&E LUMBER INC | LUMBER | 40143780.531000. | 51.78 |
| | E&E LUMBER INC | SHOVELS,RAKES | 42047165.535000. | 118.28 |
| | E&E LUMBER INC | FLEX JOINT KNIFE,JOINT COMPOUN | 50200050.531000. | 38.08 |
| 62638 | RITA ELLIOTT | JURY DUTY | 00102515.549000. | 10.51 |
| 62639 | EMERALD HILLS COFFEE SERVICE | COFFEE SUPPLIES-KBSCC | 10605250.549000. | 124.91 |
| 62640 | SNO CO DEPT OF EMERGENCY MANAGEME | EMERGENCY SERVICE 1ST QTR 2010 | 00100090.549000. | 9,908.00 |
| 62641 | WA ENVIRONMENTAL TRAINING CENTER | TRAINING-AVEY, R | 40143410.549030. | 179.00 |
| | WA ENVIRONMENTAL TRAINING CENTER | TRAINING-BRYANT, R | 40143410.549030. | 179.00 |
| | WA ENVIRONMENTAL TRAINING CENTER | TRAINING-GETTLE, R | 40143410.549030. | 179.00 |
| | WA ENVIRONMENTAL TRAINING CENTER | TRAINING-LEE, J | 40143410.549030. | 179.00 |
| 62642 | TAMMI ESTES | JURY DUTY | 00102515.549000. | 13.03 |
| 62643 | ETONIC WORLDWIDE LLC | DRI TECH MOCHA SHOES | 420.141100. | 57.55 |
| 62644 | EVERETT HYDRAULICS INC | REPAIR BOX TILT CYLINDERS | 50100065.548000. | 1,384.68 |
| 62645 | CITY TREASURER EVERETT WA | WATER/FILTRATION SERVICE CHAR | 40140080.533000. | 94,302.02 |
| 62646 | CITY OF EVERETT | LAB ANALYSIS | 40140780.541000. | 461.70 |
| | CITY OF EVERETT | | 40142480.541000. | 1,751.40 |
| 62647 | EVERGREEN SECURITY SYSTEMS | ALARM MONITORING-COURT | 00101250.541000. | 108.00 |
| 62648 | FAST WATER HEATER | REFUND BUILDING PERMIT FEE | 00107322.321000. | 25.00 |
| 62649 | FBINAA WASHINGTON CHAPTER | TRAINING-SMITH, R | 10400022.549000.1004 | 45.00 |
| 62650 | ANGELA FISHER | REFUND DEPOSIT FOR RENTAL | 001.239100. | 100.00 |
| 62651 | GENERAL CHEMICAL CORP | ALUM SULFATE 12.015 DRY TON | 40142480.531320. | 3,288.17 |
| 62652 | GENERAL CHEMICAL CORP | ALUM SULFATE 12.191 DRY TON | 40142480.531320. | 3,336.34 |
| 62653 | GOVERNMENT FINANCE OFFICERS ASSOC | MEMBERSHIP DUES-GRITTON/LANGDI | 00101023.549000. | 250.00 |
| 62654 | GRANDVIEW MANAGEMENT SERVICES LLC | UB 428407000000 8407 42ND DR N | 401.122110. | 73.05 |
| 62655 | JESSICA HARDIN | JURY DUTY | 00102515.549000. | 14.04 |
| 62656 | KENNETH HARTSOCK | | 00102515.549000. | 19.09 |
| 62657 | HD FOWLER COMPANY | 36" PVC HANDPUMP W/HOSE | 00105380.531000. | 58.83 |
| | HD FOWLER COMPANY | METER GASKETS,RESETTERS | 401.141400. | 523.73 |
| | HD FOWLER COMPANY | METER BOX BASE | 401.141400. | 535.75 |
| | HD FOWLER COMPANY | | 401.141400. | 535.75 |
| | HD FOWLER COMPANY | POLYMER LID,BOX BASE | 40140580.531000. | 511.21 |
| | HD FOWLER COMPANY | PVC PIPE,COUPLINGS | 40142080.531000. | 165.18 |
| | HD FOWLER COMPANY | PVC PIPE,ADAPTERS | 40145040.531000. | 197.55 |
| 62658 | AMANDA HERTZ | INSTRUCTOR SERVICES | 00105120.541020. | 61.20 |
| 62659 | IOS CAPITAL | COPIER CHARGES | 00100020.545000. | 48.65 |
| | IOS CAPITAL | | 00100020.545000. | 275.96 |
| | IOS CAPITAL | | 00100030.545000. | 119.46 |
| | IOS CAPITAL | | 00100050.545000. | 220.47 |
| | IOS CAPITAL | | 00100110.545000. | 84.06 |
| | IOS CAPITAL | | 00100110.545000. | 267.59 |
| | IOS CAPITAL | | 00100310.545000. | 84.05 |
| | IOS CAPITAL | | 00100310.545000. | 137.92 |
| | IOS CAPITAL | | 00100720.545000. | 114.68 |
| | IOS CAPITAL | | 00101023.545000. | 304.71 |
| | IOS CAPITAL | | 00101130.545000. | 304.71 |
| | IOS CAPITAL | | 00101320.545000. | 175.79 |
| | IOS CAPITAL | | 00102020.545000. | 307.56 |
| | IOS CAPITAL | | 00102020.545000. | 335.35 |
| | IOS CAPITAL | | 00103121.545000. | 321.45 |
| | IOS CAPITAL | | 00103222.545000. | 33.19 |
| | IOS CAPITAL | | 00103960.545000. | 163.99 |

CITY OF MARYSVILLE
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|--------------|-------------------------------|--------------------------------|----------------------|--------------------|
| 62659 | IOS CAPITAL | COPIER CHARGES | 00104190.545000. | 58.65 |
| | IOS CAPITAL | | 00104190.545000. | 380.10 |
| | IOS CAPITAL | | 00104190.545000. | 583.18 |
| | IOS CAPITAL | | 00105250.545000. | 44.53 |
| | IOS CAPITAL | | 00105380.545000. | 345.35 |
| | IOS CAPITAL | | 00143523.545000. | 273.18 |
| | IOS CAPITAL | | 10111230.545000. | 105.89 |
| | IOS CAPITAL | | 40142480.545000. | 42.90 |
| | IOS CAPITAL | | 40143410.545000. | 76.89 |
| | IOS CAPITAL | | 40143410.545000. | 83.84 |
| | IOS CAPITAL | | 40143410.545000. | 105.89 |
| | IOS CAPITAL | | 40143410.545000. | 118.27 |
| | IOS CAPITAL | | 40143410.545000. | 170.29 |
| | IOS CAPITAL | | 42047165.545000. | 21.72 |
| | IOS CAPITAL | | 50100065.545000. | 12.16 |
| | IOS CAPITAL | | 50200050.545000. | 12.17 |
| 62660 | IMSA NW SECTION | IMSA CERTIFICATION RENEWAL-TYA | 10111160.549000. | 20.00 |
| 62661 | INFILCO DEGREMONT, INC. | UV LAMPS,BALLAST | 40142480.548000. | 2,293.58 |
| 62662 | INSIGHT SCHOOLS OF WASHINGTON | REFUND DEPOSIT FOR RENTAL | 001.239100. | 100.00 |
| 62663 | STEVEN JONES | JURY DUTY | 00102515.549000. | 11.52 |
| 62664 | KIRBY, FRED & LENITA | UB 673370000000 4823 103RD PL | 401.122110. | 73.19 |
| 62665 | KUNG FU NORTHWEST INC | INSTRUCTOR SERVICES | 00105120.541020. | 533.25 |
| 62666 | JANIS LAMOUREUX | REIMBURSE MILEAGE | 00102020.549000. | 36.00 |
| 62667 | LASTING IMPRESSIONS INC | UNIFORM EMBROIDERY | 00103222.526000. | 148.24 |
| | LASTING IMPRESSIONS INC | (500) HEALTHY COMM BANDS | 00105090.531000.0811 | 396.39 |
| | LASTING IMPRESSIONS INC | 7 V 7 SOCCER LEAGUE SHIRTS | 00105120.531030. | 5,749.45 |
| | LASTING IMPRESSIONS INC | STAFF UNIFORMS | 42047165.526000. | 1,088.99 |
| 62668 | LEAL, JORGE L ABREGO | UB 980098000374 3524 68TH DR N | 401.122130. | 23.50 |
| 62669 | LOWES HIW INC | PARTS TO REPAIR SINK-WWTP | 40141580.548000. | 36.89 |
| 62670 | MARTIN, QUENTIN & EUN JOUNG | UB 281500056005 13008 58TH AVE | 401.122110. | 55.27 |
| 62671 | MARYSVILLE PRINTING | (2500) WINDOW ENVELOPES | 00101023.531000. | 124.35 |
| | MARYSVILLE PRINTING | 2010 BUDGET BOOKS | 00101023.531000. | 505.80 |
| | MARYSVILLE PRINTING | BUSINESS CARDS-VANDENBERG, J | 00103222.531000. | 37.96 |
| | MARYSVILLE PRINTING | REPORT FORMS | 00103222.531000. | 218.17 |
| 62672 | CITY OF MARYSVILLE | WATER @ 6915 ARMAR RD | 00105380.547000. | 25.03 |
| | CITY OF MARYSVILLE | | 00105380.547000. | 54.51 |
| | CITY OF MARYSVILLE | | 00105380.547000. | 174.80 |
| | CITY OF MARYSVILLE | WTR/SWR @ 5315 64TH ST NE | 00105380.547000. | 237.29 |
| | CITY OF MARYSVILLE | WTR/SWR @ 6915 ARMAR RD | 00105380.547000. | 245.24 |
| | CITY OF MARYSVILLE | | 00105380.547000. | 296.96 |
| | CITY OF MARYSVILLE | WTR/SWR/GRB @ 6915 ARMAR RD | 00105380.547000. | 1,911.53 |
| | CITY OF MARYSVILLE | WTR/SWR/GRB @ 6120 GROVE | 00112572.547000. | 760.97 |
| 62673 | A.M. PLAYER | GOLF SHORTS | 420.141100. | 118.78 |
| 62674 | MOORE, MATTHEW | UB 651051600000 10516 66TH AVE | 401.122110. | 67.88 |
| 62675 | HERMAN MOUNT | LEOFF 1 REIMBURSEMENT | 00103010.541100. | 49.00 |
| 62676 | BRIAN MURRIL | REFUND DEPOSIT FOR RENTAL | 001.239100. | 100.00 |
| 62677 | NATIONAL BARRICADE COMPANY | (20) END SCHOOL ZONE SIGNS (25 | 10111864.531000. | 2,117.70 |
| 62678 | NELSON PETROLEUM | RED TAC GREASE | 10111230.548000. | 232.23 |
| | NELSON PETROLEUM | DIESEL AND GASOLINE CONSUMED | 42047165.532000. | 687.27 |
| 62679 | JEANNIE NETTLETON | REFUND CLASS FEES | 00110347.376009. | 69.00 |
| 62680 | NEW CARE CONCEPTS, INC. | REFUND DEPOSIT FOR RENTAL | 001.239100. | 100.00 |
| 62681 | NEXTEL COMMUNICATIONS | ACCT #844448815 | 00100020.542000. | 40.99 |

CITY OF MARYSVILLE
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| <u>CHK #</u> | <u>VENDOR</u> | <u>ITEM DESCRIPTION</u> | <u>ACCOUNT #</u> | <u>ITEM AMOUNT</u> |
|--------------|----------------------------------|--------------------------------|------------------|--------------------|
| 62681 | NEXTEL COMMUNICATIONS | ACCT #844448815 | 00103010.542000. | 40.99 |
| | NEXTEL COMMUNICATIONS | | 00103010.542000. | 40.99 |
| | NEXTEL COMMUNICATIONS | | 00103010.542000. | 40.99 |
| | NEXTEL COMMUNICATIONS | | 00103010.542000. | 40.99 |
| | NEXTEL COMMUNICATIONS | | 40143410.542000. | 40.99 |
| | NEXTEL COMMUNICATIONS | | 40143410.542000. | 81.98 |
| | NEXTEL COMMUNICATIONS | | 50300090.542000. | 81.98 |
| 62682 | NOLAN, CAROL | UB 420760085006 4001 168TH PL | 401.122110. | 139.71 |
| 62683 | NORTH COAST ELECTRIC COMPANY | TERMINAL STRIPS,WIRE MARKER | 10111864.531000. | 98.89 |
| 62684 | NORTHWEST CASCADE INC | HONEY BUCKET | 00105380.545000. | 110.23 |
| 62685 | OFFICE DEPOT | OFFICE SUPPLIES | 00100020.531000. | 10.02 |
| | OFFICE DEPOT | | 00100020.531000. | 21.75 |
| | OFFICE DEPOT | | 00100060.531000. | 152.01 |
| | OFFICE DEPOT | CREDIT OFFICE SUPPLIES | 00100310.531000. | -8.01 |
| | OFFICE DEPOT | OFFICE SUPPLIES | 00100310.531000. | 6.21 |
| | OFFICE DEPOT | | 00100310.531000. | 6.32 |
| | OFFICE DEPOT | | 00100310.531000. | 66.72 |
| | OFFICE DEPOT | | 00100310.531200. | 37.14 |
| | OFFICE DEPOT | | 00101023.531000. | 36.70 |
| | OFFICE DEPOT | | 00101130.531000. | 81.36 |
| | OFFICE DEPOT | | 00102020.531000. | 101.50 |
| | OFFICE DEPOT | | 00103010.531000. | 25.66 |
| | OFFICE DEPOT | | 00103010.531000. | 26.26 |
| | OFFICE DEPOT | | 00103222.531000. | 220.00 |
| | OFFICE DEPOT | | 00104190.531000. | 31.85 |
| | OFFICE DEPOT | | 00105515.531000. | 72.63 |
| | OFFICE DEPOT | CREDIT OFFICE SUPPLIES | 00143523.531000. | -25.02 |
| | OFFICE DEPOT | OFFICE SUPPLIES | 00143523.531000. | 36.70 |
| | OFFICE DEPOT | | 40143410.531000. | 7.25 |
| | OFFICE DEPOT | | 40143410.531000. | 10.02 |
| | OFFICE DEPOT | | 50100065.531000. | 1.11 |
| | OFFICE DEPOT | | 50100065.531000. | 7.25 |
| | OFFICE DEPOT | FILE CABINET | 50100065.531000. | 287.71 |
| | OFFICE DEPOT | OFFICE SUPPLIES | 50200050.531000. | 1.11 |
| | OFFICE DEPOT | | 50200050.531000. | 7.25 |
| 62686 | MONICA OLASON | INSTRUCTOR SERVICES | 00105120.541020. | 268.80 |
| | MONICA OLASON | | 00105120.541020. | 422.40 |
| 62687 | PACIFIC NW BUSINESS PRODUCTS INC | TONER | 00103010.531000. | 83.00 |
| | PACIFIC NW BUSINESS PRODUCTS INC | | 00103222.531000. | 83.92 |
| 62688 | PACIFIC POWER BATTERIES | BATTERY | 00101250.531000. | 9.22 |
| | PACIFIC POWER BATTERIES | CAR ALARM BATTERY | 501.141100. | 15.29 |
| 62689 | PACIFIC POWER PRODUCTS | PULLEY | 00105380.548000. | 40.07 |
| 62690 | THE PARTS STORE | PLASTIC TIES | 501.141100. | 18.68 |
| | THE PARTS STORE | WIPER BLADES,BULBS,TIES,SHURWA | 501.141100. | 162.27 |
| | THE PARTS STORE | BATTERIES | 501.141100. | 186.68 |
| | THE PARTS STORE | | 501.141100. | 342.96 |
| | THE PARTS STORE | CORE REFUND | 50100065.534000. | -53.76 |
| | THE PARTS STORE | | 50100065.534000. | -18.10 |
| | THE PARTS STORE | VACUUM CAP | 50100065.534000. | 0.46 |
| | THE PARTS STORE | LED MARKER LIGHT | 50100065.534000. | 6.51 |
| | THE PARTS STORE | ACCESSORY BELT | 50100065.534000. | 9.81 |
| | THE PARTS STORE | CONNECTORS | 50100065.534000. | 27.11 |

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| 62690 | THE PARTS STORE | SPARK PLUGS | 50100065.534000. | 29.45 |
| | THE PARTS STORE | SERPENTINE BELT | 50100065.534000. | 34.31 |
| | THE PARTS STORE | FORM A FUNNEL | 50100065.534000. | 66.22 |
| | THE PARTS STORE | WIPER MOTOR W/CORE CHR | 50100065.534000. | 126.83 |
| | THE PARTS STORE | STARTER ASSEMBLY | 50100065.534000. | 157.14 |
| | THE PARTS STORE | FUEL PUMP ASSEMBLY | 50100065.534000. | 264.60 |
| 62691 | PARTY CITY #465 | UB 981254100002 1254 STATE AVE | 410.122100. | 26.90 |
| 62692 | LAURIE HUGDAHL | MINUTE TAKING SERVICE | 00101130.541000. | 83.70 |
| 62693 | PELZER GOLF SUPPLIES | GOLF GRIPS | 420.141100. | 95.22 |
| 62694 | PETROCARD SYSTEMS INC | FUEL CONSUMED | 00100020.532000. | 84.65 |
| | PETROCARD SYSTEMS INC | | 00102020.532000. | 561.92 |
| | PETROCARD SYSTEMS INC | | 00103222.532000. | 4,854.94 |
| | PETROCARD SYSTEMS INC | | 00105380.532000. | 761.83 |
| | PETROCARD SYSTEMS INC | | 10111230.532000. | 2,404.86 |
| | PETROCARD SYSTEMS INC | | 40143880.532000. | 5,035.46 |
| | PETROCARD SYSTEMS INC | | 40145040.532000. | 38.58 |
| | PETROCARD SYSTEMS INC | | 41046060.532000. | 3,188.77 |
| | PETROCARD SYSTEMS INC | | 50100065.532000. | 118.55 |
| | PETROCARD SYSTEMS INC | | 50200050.532000. | 132.72 |
| | PETROCARD SYSTEMS INC | | 50300090.532000. | 47.64 |
| 62695 | UNITED STATES POSTAL SERVICE | POSTAGE ACCOUNT TMS #64291 | 00143523.542000. | 8,000.00 |
| 62696 | PRO FAB INC | FISH SCREEN | 40250594.563000.D0401 | 2,909.96 |
| 62697 | PROTHMAN COMPANY | ADVISORY SERVICES/INTERIM | 00100110.541000. | 7,500.00 |
| 62698 | PUD NO 1 OF SNOHOMISH COUNTY | ACCT #2024-2648-2 | 00100010.547000. | 246.21 |
| | PUD NO 1 OF SNOHOMISH COUNTY | ACCT #2014-6303-1 | 00100010.547000. | 2,699.78 |
| | PUD NO 1 OF SNOHOMISH COUNTY | ACCT #2024-9948-9 | 00105090.547000. | 38.81 |
| | PUD NO 1 OF SNOHOMISH COUNTY | ACCT #2004-7954-1 | 00105250.547000. | 668.70 |
| | PUD NO 1 OF SNOHOMISH COUNTY | ACCT #2011-4209-8 | 00105380.547000. | 14.75 |
| | PUD NO 1 OF SNOHOMISH COUNTY | ACCT #2016-6804-3 | 00105380.547000. | 38.09 |
| | PUD NO 1 OF SNOHOMISH COUNTY | ACCT #2007-9006-1 | 00105380.547000. | 100.49 |
| | PUD NO 1 OF SNOHOMISH COUNTY | ACCT #2020-1258-9 | 00105380.547000. | 178.37 |
| | PUD NO 1 OF SNOHOMISH COUNTY | ACCT #2012-2506-7 | 00105380.547000. | 276.01 |
| | PUD NO 1 OF SNOHOMISH COUNTY | ACCT #2032-2345-8 | 00105380.547000. | 631.29 |
| | PUD NO 1 OF SNOHOMISH COUNTY | ACCT #2020-0499-0 | 00112572.547000. | 3,277.24 |
| | PUD NO 1 OF SNOHOMISH COUNTY | ACCT #2012-4769-9 | 10110463.547000. | 654.33 |
| | PUD NO 1 OF SNOHOMISH COUNTY | ACCT #2023-0972-0 | 10110564.531000. | 608.39 |
| | PUD NO 1 OF SNOHOMISH COUNTY | ACCT #2005-0161-7 | 10111864.547000. | 46.96 |
| | PUD NO 1 OF SNOHOMISH COUNTY | ACCT #2027-9465-7 | 10111864.547000. | 72.54 |
| | PUD NO 1 OF SNOHOMISH COUNTY | ACCT #2026-9433-7 | 10111864.547000. | 87.79 |
| | PUD NO 1 OF SNOHOMISH COUNTY | ACCT #2000-8403-6 | 10111864.547000. | 130.03 |
| | PUD NO 1 OF SNOHOMISH COUNTY | ACCT #2005-7184-2 | 10111864.547000. | 133.89 |
| | PUD NO 1 OF SNOHOMISH COUNTY | ACCT #2000-7044-9 | 10111864.547000. | 679.61 |
| | PUD NO 1 OF SNOHOMISH COUNTY | ACCT #2020-3113-4 | 40140180.547000. | 30.74 |
| | PUD NO 1 OF SNOHOMISH COUNTY | ACCT #2011-4725-3 | 40140180.547000. | 444.78 |
| | PUD NO 1 OF SNOHOMISH COUNTY | ACCT #2015-7792-1 | 40140180.547000. | 1,769.48 |
| | PUD NO 1 OF SNOHOMISH COUNTY | ACCT #2003-0347-7 | 40141580.547000. | 1,395.04 |
| | PUD NO 1 OF SNOHOMISH COUNTY | ACCT #2021-7815-8 | 40142280.547000. | 108.78 |
| | PUD NO 1 OF SNOHOMISH COUNTY | ACCT #2006-2538-2 | 40142280.547000. | 417.31 |
| | PUD NO 1 OF SNOHOMISH COUNTY | ACCT #2026-8928-7 | 40142480.547000. | 936.24 |
| | PUD NO 1 OF SNOHOMISH COUNTY | ACCT #2020-7500-8 | 40142480.547000. | 4,938.89 |
| | PUD NO 1 OF SNOHOMISH COUNTY | ACCT #2014-2063-5 | 40142480.547000. | 7,582.89 |
| | PUD NO 1 OF SNOHOMISH COUNTY | ACCT #2017-2118-0 | 40142480.547000. | 18,059.04 |

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| 62698 | PUD NO 1 OF SNOHOMISH COUNTY | ACCT #2024-6103-4 | 40143410.547000. | 29.28 |
| | PUD NO 1 OF SNOHOMISH COUNTY | ACCT #2008-2454-8 | 40143780.547000. | 1,249.45 |
| 62699 | R&R PRODUCTS INC | FOAM MIXER | 42047165.548000. | 93.83 |
| | R&R PRODUCTS INC | HYDRAULIC CYLINDER | 42047165.548000. | 231.49 |
| 62700 | RADIOSHACK | AUDIO CABLE | 50300090.531000. | 4.33 |
| 62701 | RCA PROPERTIES | UB 987608330000 7608 33RD ST N | 401.122130. | 43.40 |
| 62702 | KIM RICKER | REIMBURSE HEALTHY SCREENING SN | 00100310.549011. | 47.74 |
| 62703 | SHARRON SCHMOKER | REFUND SECURITY DEPOSIT | 001.239100. | 200.00 |
| 62704 | JUSTIN SCOTT | JURY DUTY | 00102515.549000. | 11.01 |
| 62705 | CRAIG SHANKLE | INSTRUCTOR SERVICES | 00105250.541020. | 72.00 |
| 62706 | MICHAEL SHERMAN | JURY DUTY | 00102515.549000. | 15.05 |
| 62707 | SISKUN POWER EQUIPMENT | STARTER RECOIL ASSEMBLY | 50100065.534000. | 139.22 |
| 62708 | RAY SIZEMORE | LEOFF 1 REIMBURSEMENT | 00103010.541100. | 19.00 |
| 62709 | BRAD SMITH | REIMBURSE MILEAGE | 00103222.543000. | 43.96 |
| 62710 | SOUND PUBLISHING INC | ORD # 2818-2819- ACCT #8852214 | 00101130.544000. | 40.41 |
| 62711 | SOUND PUBLISHING INC | SEASONAL AD- ACCT #88522144 | 00105120.544000. | 49.94 |
| | SOUND PUBLISHING INC | | 42047061.544000. | 150.25 |
| 62712 | SOUND SAFETY PRODUCTS CO INC | SHORTS,JEANS-DAY, S | 00105380.526000. | 190.26 |
| | SOUND SAFETY PRODUCTS CO INC | HARD HAT, EAR MUFFS | 00105380.531000. | 33.46 |
| | SOUND SAFETY PRODUCTS CO INC | OVERALLS,JACKET,SHORTS,JEANS-K | 00105380.531000.A1002 | 748.69 |
| | SOUND SAFETY PRODUCTS CO INC | REFUND SWEATSHIRT | 501.141100. | -22.81 |
| | SOUND SAFETY PRODUCTS CO INC | GLOVES | 501.141100. | 26.72 |
| | SOUND SAFETY PRODUCTS CO INC | | 501.141100. | 278.89 |
| | SOUND SAFETY PRODUCTS CO INC | | 501.141100. | 312.56 |
| | SOUND SAFETY PRODUCTS CO INC | WINTER JACKETS | 501.141100. | 529.43 |
| 62713 | SRV CONSTRUCTION | RELEASE OF RETAINAGE | 402.223400. | 13,768.73 |
| 62714 | MATTHEW STEWART | JURY DUTY | 00102515.549000. | 11.01 |
| 62715 | ANNA STIVALA | | 00102515.549000. | 16.06 |
| 62716 | SUBURBAN PROPANE | PROPANE 234.3 GALLONS | 00105380.547000. | 1,008.66 |
| | SUBURBAN PROPANE | HEATING PROPANE | 42047165.532000. | 580.93 |
| 62717 | TAYLORMADE | GOLF BALLS | 420.141100. | 405.34 |
| 62718 | TENORIO, NORBERT V | UB 070830000000 5603 95TH ST N | 401.122110. | 100.00 |
| 62719 | TITLEIST | GOLF BALLS | 420.141100. | 131.77 |
| 62720 | DEPT OF TRANSPORTATION NW REGION | CONST ENGINEERING COSTS | 10200030.548000.M0910 | 1,493.79 |
| 62721 | UNITED PARCEL SERVICE | SHIPPING EXPENSE | 00103222.541000. | 23.38 |
| 62722 | UNITED PIPE & SUPPLY INC | ROMAC FLANGE | 40140580.531000. | 66.02 |
| | UNITED PIPE & SUPPLY INC | COUPLINGS | 40140580.531000. | 428.48 |
| | UNITED PIPE & SUPPLY INC | PVC PIPE,FITTINGS | 40140580.531000. | 501.29 |
| 62723 | VERIZON NORTHWEST | ACCT #109471572710 | 00103121.542000. | 57.81 |
| | VERIZON NORTHWEST | | 00105120.542000. | 79.99 |
| | VERIZON NORTHWEST | ACCT #102857559902 | 00112572.542000. | 104.69 |
| | VERIZON NORTHWEST | ACCT #102954091901 | 50148058.542000. | 53.70 |
| 62724 | VERIZON NORTHWEST | BLACKBERRY CHARGES | 00100020.542000. | 54.11 |
| | VERIZON NORTHWEST | | 00100050.542000. | 54.11 |
| | VERIZON NORTHWEST | | 00100110.542000. | 162.33 |
| | VERIZON NORTHWEST | | 00100310.542000. | 54.11 |
| | VERIZON NORTHWEST | | 00101023.542000. | 54.11 |
| | VERIZON NORTHWEST | | 00101320.542000. | 108.22 |
| | VERIZON NORTHWEST | | 00103010.542000. | 54.11 |
| | VERIZON NORTHWEST | | 00105380.542000. | 54.11 |
| | VERIZON NORTHWEST | ACCT #771271033 | 00105515.531000. | 43.01 |
| | VERIZON NORTHWEST | | 40143410.531000. | 507.49 |

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| 62724 | VERIZON NORTHWEST | BLACKBERRY CHARGES | 40143410.542000. | 54.11 |
| 62725 | VINYL SIGNS & BANNERS | (500) LABELS | 40143410.549000. | 216.04 |
| 62726 | WENDY VITCOVICH | JURY DUTY | 00102515.549000. | 11.26 |
| 62727 | CHARLES WALSER | | 00102515.549000. | 10.51 |
| 62728 | WAXIE SANITARY SUPPLY | PAPER TOWEL DISPENSER | 00105380.531000. | 26.45 |
| 62729 | WEBCHECK | WEBCHECK CANOPY SERVICE 3/2010 | 00143523.541000. | 765.00 |
| 62730 | WESTERN FACILITIES SUPPLY INC | JANITORIAL SUPPLIES | 42047165.531700. | 150.72 |
| 62731 | LISA WOOD | INSTRUCTOR SERVICES | 00105120.541020. | 92.40 |
| | LISA WOOD | | 00105120.541020. | 226.80 |
| 62732 | LAUREN M. WOODMANSEE | | 00105120.541020. | 306.00 |
| 62733 | YING B. XIONG | REIMBURSE MILEAGE | 00103222.543000. | 47.00 |
| 62734 | ZUMAR INDUSTRIES | QUICK PUNCH KNOCK OUT TOOL | 10111864.531000. | 169.52 |
| WARRANT TOTAL: | | | | <u><u>305,431.55</u></u> |

VOID

REASON FOR VOIDS:

CHECK # 59927 CHECK LOST IN MAIL (61.20)

- INITIATOR ERROR
- WRONG VENDOR
- CHECK LOST IN MAIL

305,370.35

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 10, 2010

| | | |
|--|--------------------------------|-----|
| AGENDA ITEM: Contract Award: Water Meter Equipment Procurement Contract Award | AGENDA SECTION: Review Bids | |
| PREPARED BY: Ryan Morrison – Engineering Technician | APPROVED BY: <i>W</i> | |
| ATTACHMENTS: • Bid Opening Check list | MAYOR | CAO |
| | AMOUNT: \$X | |
| BUDGET CODE: 40220594.563000 W0607 | | |

DESCRIPTION:

The Water Meter Equipment Procurement Contract will provide the City with AMR equipment for remaining upgrades to existing water meters.

The project was advertised for an April 29th, 2010 bid opening. X bids were received as shown on the attached bid tabulation. The low bidder is TBD. References have been checked and found to be satisfactory.

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

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to award the contract for the Water Meter Equipment Procurement to TBD in the amount of \$X including Washington State Sales Tax and approve a management reserve of \$X for a total allocation of \$X.

COUNCIL ACTION:

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 10, 2009

| | | |
|--|---|-----|
| AGENDA ITEM: Capital Agreement with the Department of Commerce for ARRA/Energy Efficiency and Conservation Block Grant | AGENDA SECTION: New Business | |
| PREPARED BY: John Cowling, Assistant City Engineer | APPROVED BY:  | |
| ATTACHMENTS: <ul style="list-style-type: none"> Department of Commerce Capital Agreement (3 copies) | | |
| | MAYOR | CAO |
| BUDGET CODE: N/A | AMOUNT: N/A | |

DESCRIPTION:

The City of Marysville was awarded \$84,489 by the Department of Commerce in ARRA/Energy Efficiency and Conservation Block Grant funds for retrofit of existing City facilities to more energy efficient ones. The project includes retrofitting fixtures and ballasts at the Public Safety and Boys and Girls Club buildings, retrofitting forty-two existing non LED pedestrian signal displays with LED displays and sixty-three existing high pressure sodium luminaires with LED luminaires.

Since this grant is administered through the Department of Commerce, this Capital Agreement is required for reimbursement of funds and ensuring the funds are spent in accordance with applicable state laws and regulations.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign the Capital Agreement with the Department of Commerce for the City of Marysville Energy Efficient Lighting Retrofit.

COUNCIL ACTION:



Department of Commerce

Innovation is in our nature.

Capital Agreement with

City of Marysville

through

The Washington State Department of Commerce
Energy Policy Division

Purpose – ARRA/Energy Efficiency and Conservation Block Grant (EECBG)/Construction

Title: City of Marysville Energy Efficient Lighting Retrofit

Under the American Recovery and Reinvestment Act (ARRA) of 2009

Start date: January 1, 2010

This project/contract is funded in whole or in part by funds made available through the American Recovery and Reinvestment Act.

RECOVERY.GOV

Washington State Department of Commerce
www.commerce.wa.gov
ARRA COM Federal Capital/EECBG Construction
Updated 03/24/2010

FACE SHEET

Contract Number: F10-52110-037

**Washington State Department of Commerce
Energy Policy Division
EECBG/Smaller Cities Counties/City of Marysville Lighting Retrofit
Federal USDOE Agreement No. DE-EE0000849**

| | | | |
|--|--|--|--------------------------------------|
| 1. Contractor City of Marysville 1049 State Ave Same Marysville, WA 98270 | | 2. Contractor Doing Business As (optional) N/A | |
| 3. Contractor Representative PROGRAM John A. Cowling Assistant City Engineer (360) 363- 8281 (360) 363-8284 jcowling@marysvillewa.gov | | 4. COMMERCE Representative PROGRAM Patti Miller-Crowley Energy Policy Specialist Office - 360.725.3122 Fax - 360.586.0049 Patti.Miller-Crowley@commerce.wa.gov | |
| CONTRACT Allena Olson 360.363.8123 Fax - 360.363.8284 aolson@marysvillewa.gov | | CONTRACT Judy Hartman Energy Policy Specialist PO Box 43173 Olympia, WA 98504 Office - 360-725-3115 Judy.hartman@commerce.wa.gov | |
| 5. Contract Amount \$84,489 | 6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/> | 7. Start Date January 1, 2010 | 8. End Date April 30, 2012 |
| 9. Federal Funds (as applicable) \$84,489 | Federal Agency: US Dept. of Energy | CFDA Number 81.128 | |
| 10. Tax ID # 91-6001459 | 11. SWV # 0000432-00 | 12. UBI # 314-000-001 | 13. DUNS # 076658673 |
| 14. Contract Purpose Install energy efficient lighting in the Marysville Public Safety complex & Boys & Girls Club and upgrade pedestrian signals & luminaries to LEDs. | | | |
| COMMERCE, defined as the Department of Commerce or its successor agency, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" - <insert title>, Attachment "B" – <insert title>, and Attachment "C" – Additional Provisions under the American Recovery and Reinvestment Act of 2009 and the Energy Efficiency Conservation Block Grant Program (EECBG). | | | |
| FOR CONTRACTOR _____ Dennis Kendall, Mayor _____ Date | | FOR COMMERCE _____ Tony Usibelli, Assistant Director _____ Date TEMPLATE APPROVED AS TO FORM SANDRA C. ADIX, ASSISTANT ATTORNEY GENERAL, MARCH 24, 2010 SIGNATURE ON FILE | |

**SPECIAL TERMS AND CONDITIONS
CAPITAL
FEDERAL ARRA FUNDS**

1. ACKNOWLEDGEMENT OF FEDERAL FUNDING

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this contract, shall contain the following statements:

Acknowledgement: This project is funded in whole or in part by funds made available through the American Recovery and Reinvestment Act (ARRA). This funding was awarded by the US Department of Energy through the Energy Policy Division of the Washington State Department of Commerce under Energy Efficiency and Conservation Block Grant No.DE-EE0000849.”

COMMERCE, as recipients of American Recovery and Reinvestment Act (hereinafter "Act") funds, is legally obligated to meet accountability and reporting requirements under the Act. The state of Washington or the federal funding source may also identify additional requirements or other changes in requirements. Such requirements may be in statute, regulation, policy, or procedure. COMMERCE is responsible for incorporating these requirements into the performance of this contract. Although all requirements have not yet been identified, please expect additional reporting requirements, to include, but not limited to, performance outcomes such as created or retained jobs.

2. CONTRACT MANAGEMENT

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

The Contract Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Contract Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount **not to exceed \$84,489** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Contractor's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

COMMERCE and Contractor may adjust amounts in the budget categories by 10% or less without a formal contract amendment by written mutual agreement by both parties. Written approval shall be through the following method: 1) Written request to COMMERCE from the Contractor by email of the proposed variation, 2) Review of the request by Commerce, and 3) Written determination (approval/rejection) by the COMMERCE Contract Representative to the Contractor.

Contractor's compensation for services rendered shall be based on the schedule set forth in Attachment A - Statement of Work and Attachment B - Budget.

ARRA/EECSB Federal Funding requires USDOE approval of subcontracts and their supported activities. Construction activity cannot be initiated until all required permits are in place and compliance with the requirements of NEPA/SEPA and Section 106 of the National Historic Preservation Act are approved. No funds shall be expended on this contract or subcontract activity until Commerce notifies Contractor of receipt of approval from DOE. Commerce does not guarantee or assume any obligation to reimburse costs incurred by the recipient or subcontractor for these activities until approval is provided in writing by Commerce. Upon written approval of Contractor by Commerce, Contractor may receive reimbursement for allowable costs incurred in accordance with the payment provisions contained in this agreement.

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EXPENSES/TRAVEL – as provided in Attachment B - Budget

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed the line item amount specified in Attachment B - budget, which amount is included in the Agreement total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE no more than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the contract reference number F10-52110-037. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement. Final Invoicing will not be paid until valid documentation is submitted showing that Final Permitting Inspection is passed as applicable to the project.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by COMMERCE.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Contract, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Match/Final Retainage

Valid documentation for the Match of 46%, as submitted in the original application proposal, will be provided for acceptance by Commerce with the first request for reimbursement.

5. FISCAL MANAGEMENT

Contractor shall have a budgeting, accounting, and reporting system that meets the standards of WA State Chapter 43.88 RCW – Fiscal Management and USDOE CFR Title 10 Part 600 – Financial Assistance Rules demonstrating good internal control policies, procedures and practices.

Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

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6. MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE

Contractor is encouraged to consider Minority and Women Business Enterprises (M/WBE) when posting bids/solicitations for competitive awards and at a minimum and if available, at least one W/MBE should be considered.

To post a solicitation at the WA State Office of Minority and Women Owned Business Enterprise (OMWBE), contact Jean Wheat at jwheat@omwbe.wa.gov and copy cynthiac@omwbe.wa.gov. or call 360-704-1181.

The Office of Minority and Women Owned Business Enterprise also maintains a Directory of OMWBE certified firms - <http://www.omwbe.wa.gov/opportunities/index.shtml>

7. REPORTING

All sub-recipients and their partners, contractors and/or vendors are responsible for reporting pursuant to Section 1512 of the American Recovery and Reinvestment Act of 2009. Commerce, as a prime recipient of Recovery Act funds, must comply with the Recovery Act's extensive reporting requirements, including quarterly financial and programmatic reporting. Commerce will require quarterly reports from its Sub-recipients in order to fulfill its obligation. The Sub-recipient receiving Recovery Act funds may expect that a standard form(s) and/or reporting mechanism will be made available to help streamline the process. The Sub-recipient agrees to provide to Commerce all reports, documentation, or other information, as may be required to meet reporting obligations under the Recovery Act. The Sub-recipient's receipt of funds is contingent on meeting the Section 1512 reporting requirements which are subject to change per USDOE.

Additional instructions and guidance regarding the required reporting will be provided as they become available. For planning purposes, however, Sub-recipients receiving Recovery Act funds should be aware of the current Recovery Act section 1512(c) requirements.

Sub-recipient Reports: Not later than five days after the end of each calendar quarter (January 5, April 5, July 5, and October 5, etc., throughout the contract period), each sub-recipient that received recovery funds from a Federal agency shall submit a report to Commerce via email that contains:

- Financial data
- Sub-recipient (and if applicable, vendor) FTEs: jobs created or retained reported as single number; jobs directly funded by Recovery Act
- Project activity milestones (based on sub-recipient scope of work)
- Energy savings on a per dollar invested basis
- Energy saved (kwh, therms, gallons, BTUs, etc.)
- Renewable energy capacity installed
- Greenhouse gas emissions reduced
- Funds leveraged
- Data related to vendors paid more than \$25,000 in a single purchase
- Key metrics that will vary by project type per DOE guidance

For questions contact Meg O'Leary at (360) 725-3121

8. SITE VISITS

COMMERCE and DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Grantee must provide, and must require its sub-awardees to provide reasonable access to facilities, office space, resources, and safety and convenience of the government representatives in the performance of their duties.

All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

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9. RECORDS MAINTENANCE AND AUDITS

The parties to this contract shall each maintain books, records, documents and other evidence, which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, reasonable access to review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement must be retained for six years after termination of this Agreement and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access to and the right to examine any of these materials.

10. HISTORICAL OR CULTURAL ARTIFACTS

Prior to the expenditure of Federal funds to alter any structure or site, the Contractor is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA). Section 110(k) of the NHPA applies to DOE funded activities. Recipients shall avoid taking any action that results in an adverse effect to eligible historic properties pending compliance with Section 106. Contractor shall provide a copy of this concurrence to Commerce. Noncompliance may result in the revocation of funding.

11. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS

The Contractor is restricted from taking any action using Federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE providing either a NEPA clearance or a final NEPA decision regarding this project.

If you move forward with activities that are not authorized for Federal funding by the DOE Contracting Officer in advance of the final NEPA decision, you are doing so at risk of not receiving Federal funding and such costs may not be recognized as allowable cost share. Funding for activities or tasks under this award is contingent upon the final NEPA determination.

12. SUBCONTRACTING

Notwithstanding the provisions of General Terms and Conditions, Section 41 - SUBCONTRACTING, of this Contract, no prior written approval is required for subcontracting of the **actual construction** of the project; however, prior to subcontracting for **planning** activities which will be paid for with EECBG grant funds (i.e., A&E, plans, studies, energy audits), the negotiated scope of work, schedule & fees will be submitted to Commerce for approval

Contractor shall provide a list of subcontractors to COMMERCE throughout the period of performance of this contract including the business name, TIN and UBI number.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

13. INSURANCE

The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Contractor or Subcontractor, or agents of either, while performing under the terms of this contract.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional

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insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Contractor shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Contractor shall submit to COMMERCE within fifteen (15) calendar days of the Contract start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Contract, the Contractor shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this Contract, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Automobile Liability. In the event that performance pursuant to this Contract involves the use of vehicles, owned or operated by the Contractor or its Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The Contractor shall maintain Professional Liability or Errors and Omissions Insurance. The Contractor shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Contractor and licensed staff employed or under contract to the Contractor. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Contract shall be \$100,000 or the highest of planned reimbursement for the Contract period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subcontractors that receive \$10,000 or more per year in funding through this Contract shall secure fidelity insurance as noted above. Fidelity insurance secured by Subcontractors pursuant to this paragraph shall name the Contractor as beneficiary.
- C. The Contractor shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

Additional Provisions:

The above insurance policy shall include the following provisions:

1. Additional Insured. The state of Washington, COMMERCE, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.
2. Identification. The policy must reference COMMERCE's Agreement number and the State agency name.
3. Insurance Carrier Rating. All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by

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COMMERCE's Risk Manager, or the Risk Manager for the state of Washington, before the Agreement is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

4. Excess Coverage. By requiring insurance herein, COMMERCE does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to COMMERCE in this Agreement.

Local Government Contractors that Participate in a Self-Insurance Program

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the Contractor may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Contractor shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Contractor's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Contractor shall provide annually to COMMERCE a summary of coverages and a letter of self insurance, evidencing continued coverage under Contractor's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

14. **PUBLICATIONS**

- a. Contactor is encouraged to publish or otherwise make publicly available the results of the work conducted under the award.
- b. An acknowledgment of DOE support from Section 1 of these Special Terms and Conditions, and the following disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project.

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

15. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions

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- Attachment C – Additional Provisions Under the American Recovery and Reinvestment Act of 2009, Public Law 111-5, and the Energy Efficiency Conservation Block Grant Program (EECBG)
- Attachment A – Scope of Work
- Attachment B – Budget

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1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- C. "COMMERCE" shall mean the Department of Commerce.
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ADMINISTRATIVE COST ALLOCATION

Administrative costs that may be allowed are set forth in the Specific Terms and Conditions. Administrative services shared by other programs shall be assigned to this Contract based on an allocation plan that reflects allowable administrative costs that support services provided under each Contract administered by the Contractor. An approved current federal indirect cost rate may be applied up to the maximum administrative budget allowed.

3. ALLOWABLE COSTS

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

4. ALL WRITINGS CONTAINED HEREIN

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

5. AMENDMENTS

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

6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. APPROVAL

This contract shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

8. ASSIGNMENT

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

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9. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorneys fees and costs.

10. AUDIT

A. General Requirements

Contractors are to procure audit services based on the following guidelines.

The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.

The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.

COMMERCE reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

As applicable, Contractors required to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. Federal Funds Requirements - OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations

Contractors expending \$500,000 or more in a fiscal year in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with Office of Management and Budget (OMB) Revised Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations." Revised OMB A-133 requires the Contractor to provide the auditor with a schedule of Federal Expenditure for the fiscal year(s) being audited. The Schedule of State Financial Assistance must be included. Both schedules include:

- Grantor agency name
- Federal agency
- Federal program name
- Other identifying contract numbers
- Catalog of Federal Domestic Assistance (CFDA) number
- Grantor contract number
- Total award amount including amendments (total grant award)
- Beginning balance
- Current year revenues
- Current year expenditures
- Ending balance
- Program total

If the Contractor is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor in accordance with OMB Circular A-110 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations."

The Contractor shall include the above audit requirements in any subcontracts.

In any case, the Contractor's financial records must be available for review by COMMERCE.

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C. Documentation Requirements

The Contractor must send a copy of any required audit Reporting Package as described in OMB Circular A-133, Part C, Section 320(c) no later than nine (9) months after the end of the Contractor's fiscal year(s) to:

Department of Commerce
ATTN: Audit Review and Resolution Office
906 Columbia Street SW, Fifth Floor
PO Box 48300
Olympia WA 98504-8300

In addition to sending a copy of the audit, when applicable, the Contractor must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter.

11. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS

- A.** Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 2. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this section; and
 4. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- B.** Where the Contractor is unable to certify to any of the statements in this contract, the Contractor shall attach an explanation to this contract.
- C.** The Contractor agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D.** The Contractor further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

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- E. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.
- F. Grantees should review the Excluded Parties List System (<http://www.epls.gov>) before determining if a prospective contractor is considered responsible.

12. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990, 28 C.F.R. Part 35 will be required, as specified by the local building Department.

13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - 1. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - 2. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - 3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

14. CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

15. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and

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interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

“Materials” means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. “Ownership” includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

16. DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

17. DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of the COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

18. DUPLICATE PAYMENT

The Contractor certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

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19. ETHICS/CONFLICTS OF INTEREST

In performing under this Contract, the Contractor shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 RCW) and any other applicable state or federal law related to ethics or conflicts of interest.

20. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

21. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the Contractor's performance or failure to perform the Contract. The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by the Contractor's agents, employees, representatives, or any Subcontractor or its agents, employees, or representatives.

The Contractor's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officers.

Subcontracts shall include a comprehensive indemnification clause holding harmless the Contractor, COMMERCE, the state of Washington, its officers, employees and authorized agents.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

22. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Contractor will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

23. INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

24. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

United States Laws, Regulations and Circulars (Federal)

A. American Recovery and Reinvestment Act (ARRA) of 2009

B. Audits

Office of Management and Budget (OMB) Revised Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations."

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B. Environmental Protection and Review

Coastal Barrier Resources Act of 1982, 16 U.S.C. 3501 et seq.

HUD's implementing regulations at 24 CFR parts 50 or 58, as appropriate.

Lead Based Paint Poisoning Prevention Act, 42 U.S.C. 4821-4846 also 24 CFR 982.401(j).

National Environmental Policy Act of 1969, 42 U.S.C. 4321 et seq. and the Implementing Regulations of 24 CFR 58 (HUD) and 40 CFR 1500-1508 (Council on Environmental Quality) Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 USC 4851-4856.

C. Flood Plains

Flood Disaster Protection Act of 1973, 42 USC 4001-4128.

D. Labor and Safety Standards

All Rental Units Assisted with Federal Funds Must Meet the Section 8 Housing Quality Standards (HQS) and Local Housing Code Requirements for the duration of the Affordability Period.

Convict Labor, 18 U.S.C. 751, 752, 4081, 4082.

Davis Bacon Act, 40 U.S.C. 276a-276a-5.

Drug-Free Workplace Act of 1988, 41 USC 701 et seq.

Federal Fair Labor Standards Act, 29 U.S.C. 201 et seq.

Work Hours and Safety Act of 1962, 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5.

Title IV of the Lead Based Paint Poisoning Prevention Act, 42 U.S.C. 4831, 24 CFR Part 35.

E. Laws against Discrimination

Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90 Nondiscrimination in Federally Assisted Programs.

Americans with Disabilities Act of 1990, Public Law 101-336.

Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60.

Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102.

Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100. Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8.

Fair Housing, Title VIII of the Civil Rights Act of 1968, Public Law 90-284, 42 U.S.C. 3601-19.

Handicapped Employees of Government Contractors, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793.

Handicapped Recipients of Federal Financial Assistance, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794.

Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631.

Minority Business Enterprise Development, Executive Order 12432, 48 FR 32551.

Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a).

Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1.

Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352.

Nondiscrimination in Federally Assisted Programs.

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Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60.

Section 3, Housing and Urban Development Act of 1968, 12 USC 1701u (See 24 CFR 570.607(b)).

F. Office of Management and Budget Circulars

Cost Principles for State, Local and Indian Tribal Governments, OMB Circular A-87, 2 CFR, Part 225.

Cost Principles for Nonprofit Organizations, OMB Circular A-122 (if the Contractor is a nonprofit organization).

Grants and Cooperative Agreements with State and Local Governments, OMB Circular A-102 (if the Contractor is a local government or federally recognized Indian tribal government).

Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations, OMB Circular A-110.

G. Other

Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54.

Governmental Guidance for New Restrictions on Lobbying; Interim Final Guidance, Federal Register 1, Vol. 54, No. 243 Wednesday, December 20, 1989.

Hatch Political Activity Act, 5 U.S.C. 1501-8.

Internal Revenue Service Rules, August 31, 1990.

Lobbying and Disclosure, 42 USC 3537a and 3545 and 31 USC 1352 (Byrd Anti-Lobbying Amendment). 31 U.S.C. 1352 provides that Contractors who apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other award covered by 31 U.S.C. 1352. Each tier must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Non-Supplanting.

Section 8 Housing Assistance Payments Program.

H. Privacy

Privacy Act of 1974, 5 U.S.C. 552a.

I. Relocation

Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 and implementing regulations at 49 CFR part 24.

Section 104(d) of the Housing and Community Development Act of 1974 and the implementing regulations at 24 CFR part 570.

Washington State Laws and Regulations

A. Affirmative action, RCW 41.06.020 (11).

B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.

C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.

D. Discrimination-human rights commission, Chapter 49.60 RCW.

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- E. Ethics in public service, Chapter 42.52 RCW.
- F. Housing assistance program, Chapter 43.185 RCW
- G. Interlocal cooperation act, Chapter 39.34 RCW.
- H. Noise control, Chapter 70.107 RCW.
- I. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- J. Open public meetings act, Chapter 42.30 RCW.
- K. Prevailing wages on public works, Chapter 39.12 RCW.
- L. Public records act, Chapter 42.56 RCW.
- M. Relocation assistance - real property acquisition policy, Chapter 8.26 RCW.
- N. Shoreline management act of 1971, Chapter 90.58 RCW.
- O. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.
- P. State building code, Chapter 19.27 RCW and Energy-related building standards, Chapter 19.27A RCW, and Provisions in buildings for aged and handicapped persons, Chapter 70.92 RCW.
- Q. State Coastal Zone Management Program, Publication 01-06-003, Shorelands and Environmental Assistance Program, Washington State Department of Ecology.
- R. State environmental policy, Chapter 43.21C RCW.
- S. State Executive Order 05-05 Archeological and Cultural Resources.

25. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

26. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

27. LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

28. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with COMMERCE. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

29. NOTIFICATION OF TENANT RIGHTS/RESPONSIBILITIES

The Contractor shall provide all tenants, if any, with information outlining tenant rights and responsibilities under the Washington State Landlord Tenant laws, Title 59, Revised Code of Washington.

The Contractor shall also provide all occupants of property acquired with U.S. Department of Housing and Urban Development (HUD) funds notice regarding their eligibility for relocation assistance. Such notices will be provided as required by the Uniform Relocation Assistance and Real Property

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Acquisition Act of 1970, as amended and referenced in 49 CFR part 24 and Section 104(d) of the Housing and Community Development Act of 1974, as amended and referenced in 24 CFR 570 and noted in HUD's Handbook No. 1378. Notifications will include but not be limited to:

- General Information Notice
- Notice of Displacement/Non-Displacement

30. POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

31. PREVAILING WAGE LAWS

All contractors and subcontractors performing work on a construction project funded through this agreement shall comply with prevailing wage laws by paying the higher of state or federal prevailing wages according to:

State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request; or

The Davis Bacon Act, 40 U.S.C. 276a-276a-5 and related federal acts provide that all laborers and mechanics employed by contractors or subcontractors in the performance shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor.

32. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A Contractor which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with OMB Circulars A-102, Uniform Administrative Requirements for Grants in Aid for State and Local Governments, for all purchases funded by this Contract.

A Contractor which is a nonprofit organization shall establish procurement policies in accordance with OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Nonprofit Agencies, for all purchases funded by this Contract.

The Contractor's procurement system should include at least the following:

1. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
2. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
3. Minimum procedural requirements, as follows:
 - a. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - b. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - c. Positive efforts shall be made to use small and minority-owned businesses.
 - d. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Contractor, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.

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- e. Contracts shall be made only with reasonable subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - f. Some form of price or cost analysis should be performed in connection with every procurement action.
 - g. Procurement records and files for purchases shall include all of the following:
 - 1) Contractor selection or rejection.
 - 2) The basis for the cost or price.
 - 3) Justification for lack of competitive bids if offers are not obtained.
 - h. A system for contract administration to ensure Contractor conformance with terms, conditions and specifications of this Contract, and to ensure adequate and timely follow-up of all purchases.
4. Grantee and Subgrantees must receive prior approval from COMMERCE for using funds from this Grant to enter into a sole source Grant or a Grant where only one bid or proposal is received when value of this Grant is expected to exceed \$5,000.

Prior approval requests shall include a copy of proposed contracts and any related procurement documents and justification for non-competitive procurement, if applicable.

33. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

34. PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

35. RECAPTURE

In the event that the Contractor fails to perform this contract in accordance with state laws, federal laws, and/or the provisions of this contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this contract.

36. RECORDS MAINTENANCE

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

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37. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

38. RIGHT OF INSPECTION

At no additional cost all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose.

39. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

40. SEVERABILITY

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

41. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

42. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

43. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

44. TERMINATION FOR CAUSE / SUSPENSION

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In event COMMERCE determines that the Contractor failed to comply with any term or condition of this Contract, COMMERCE may terminate the Contract in whole or in part upon written notice to the Contractor. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, COMMERCE upon written notice may allow the Contractor a specific period of time in which to correct the non-compliance. During the corrective-action time period, COMMERCE may suspend further payment to the Contractor in whole or in part, or may restrict the Contractor's right to perform duties under this Contract. Failure by the Contractor to take timely corrective action shall allow COMMERCE to terminate the Contract upon written notice to the Contractor.

"Termination for Cause" shall be deemed a "Termination for Convenience" when COMMERCE determines that the Contractor did not fail to comply with the terms of the Contract or when COMMERCE determines the failure was not caused by the Contractor's actions or negligence.

If the Contract is terminated for cause, the Contractor shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original contract and the replacement contract, as well as all costs associated with entering into the replacement contract (i.e., competitive bidding, mailing, advertising, and staff time).

45. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

46. TERMINATION PROCEDURES

After receipt of a notice of termination, except as otherwise directed by COMMERCE, the Contractor shall:

- A.** Stop work under the Contract on the date, and to the extent specified, in the notice;
- B.** Place no further orders or subcontracts for materials, services, or facilities related to the Contract;
- C.** Assign to COMMERCE all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the Contractor to settle such claims must have the prior written approval of COMMERCE; and
- D.** Preserve and transfer any materials, contract deliverables and/or COMMERCE property in the Contractor's possession as directed by COMMERCE.

Upon termination of the Contract, COMMERCE shall pay the Contractor for any service provided by the Contractor under the Contract prior to the date of termination. COMMERCE may withhold any amount due as COMMERCE reasonably determines is necessary to protect COMMERCE against potential loss or liability resulting from the termination. COMMERCE shall pay any withheld amount to the Contractor if COMMERCE later determines that loss or liability will not occur.

The rights and remedies of COMMERCE under this section are in addition to any other rights and remedies provided under this Contract or otherwise provided under law.

47. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

48. WORK HOURS AND SAFETY STANDARDS

The Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)-Where applicable, all contracts awarded by recipients in excess of \$100,000 for construction and other purposes that involve the employment of mechanics or laborers must include a provision for compliance with

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Section 102 and 107 of the Contract Work Hours Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each subcontractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic is required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Statement of Work

ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT SMALLER CITIES AND COUNTIES

Grant Recipient: City of Marysville

Contact Name: John A. Cowling, PE

Contact address, Email, Phone: 80 Columbia Ave.

Marysville, WA 98270

jcowling@marysvillewa.gov

360-363-8281

General Summary: To retrofit existing light fixtures within two City-owned buildings as well as convert pedestrian signal displays and HPS luminaries to LED

Project Description: Install energy efficient lighting in the Marysville Public Safety complex & Boys & Girls Club and upgrade pedestrian signals & luminaries to LEDs.

SCOPE OF WORK

| Activity/Tasks/Deliverables | Description | Start Date | End Date |
|-----------------------------|--|------------|----------|
| Activity 1 | Retrofit existing lights, florescent fixtures and switches in Public Safety Building complex including motion sensors, exit signs and replacement of ballasts. | 1/1/10 | 12/31/10 |
| Task 1.1 | Project Administration and Management: Administer and manage the project, including but not limited to: maintenance of project records; submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement and interlocal agreement requirements; attainment of all required permits for the project; conducting, coordinating, and scheduling of all project activities; quality control; and submittal of required performance items. | 1/1/10 | 12/31/10 |
| Task 1.2 | Environmental and Design Engineering A. Address, compile and document environmental concerns related to the project. Perform environmental consultations with state agencies for submittal to U.S. Department of Energy. Perform cultural resource survey consultation as necessary with the State Department of Archaeology and Historic Preservation. B. Develop Plans, Specifications and Estimate | 1/1/10 | 5/1/10 |

| Activity/Tasks/Deliverables | Description | Start Date | End Date |
|-----------------------------|--|------------|----------|
| Task 1.3 | Bidding and Contract Award A. Advertise and accept bids to award a contract to construct the project. B. Award (City Council Award and Contract Execution) | 5/1/10 | 6/13/10 |
| Task 1.4 | Construction of Project Improvements General contractor will construct improvements | 9/1/10 | 10/30/10 |
| Task 1.5 | Project Closeout Final acceptance by City Council and start of 45 day lien period | 12/01/10 | 12/13/10 |
| Activity 2 | Retrofit existing fixtures and ballasts with electronic ballasts and T-8 tubes in City-owned Boys and Girls Club. | 1/1/10 | 12/31/10 |
| Task 2.1 | Project Administration and Management: Administer and manage the project, including but not limited to: maintenance of project records; submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement and interlocal agreement requirements; attainment of all required permits for the project; conducting, coordinating, and scheduling of all project activities; quality control; and submittal of required performance items. | 1/1/10 | 12/31/10 |
| Task 2.2 | Environmental and Design Engineering Address, compile and document environmental concerns related to the project. Perform environmental consultations with state agencies for submittal to U.S. Department of Energy. Perform cultural resource survey consultation as necessary with the State Department of Archaeology and Historic Preservation. | 1/1/10 | 2/15/10 |
| Task 2.3 | Bidding and Contract Award A. Request formal quotes to construct the project. B. Award (City Council Award and Contract Execution) | 2/15/10 | 4/12/10 |
| Task 2.4 | Construction of Project Improvements General contractor will construct improvements | 4/12/10 | 5/31/10 |
| Task 2.5 | Project Closeout Final acceptance | 5/31/10 | 07/15/10 |

| Activity/Tasks/Deliverables | Description | Start Date | End Date |
|-----------------------------|--|------------|----------|
| Activity 3 | Retrofit 42 existing non LED pedestrian signal displays with LED displays | 1/01/10 | 12/31/10 |
| Task 3.1 | Project Administration and Management: Administer and manage the project, including but not limited to: maintenance of project records; submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement and interlocal agreement requirements; attainment of all required permits for the project; conducting, coordinating, and scheduling of all project activities; quality control; and submittal of required performance items. | 1/01/10 | 12/31/10 |
| Task 3.2 | Environmental and Design Engineering Address, compile and document environmental concerns related to the project. Perform environmental consultations with state agencies for submittal to U.S. Department of Energy. Perform cultural resource survey consultation as necessary with the State Department of Archaeology and Historic Preservation. | 1/01/10 | 2/15/10 |
| Task 3.3 | Bidding Bid Equipment purchase and delivery | 2/15/10 | 4/15/10 |
| Task 3.4 | Construction of Project Improvements Equipment Installation by City Staff | 4/15/10 | 9/01/10 |
| Task 3.5 | Project Closeout Final acceptance | 9/01/10 | 10/01/10 |
| | | | |
| Activity/Tasks/Deliverables | Description | Start Date | End Date |
| Activity 4 | Retrofit 63 existing HPS luminaries with LED luminaries | 1/1/10 | 12/31/10 |
| Task 4.1 | Project Administration and Management: Administer and manage the project, including but not limited to: maintenance of project records; submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement and interlocal agreement requirements; attainment of all required permits for the project; conducting, coordinating, and scheduling of all project activities; quality control; and submittal of required performance items. | 1/1/10 | 12/31/10 |
| Task 4.2 | Environmental and Design Engineering Address, compile and document environmental concerns related to the | 1/1/10 | 4/1/10 |

| Activity/Tasks/Deliverables | Description | Start Date | End Date |
|-----------------------------|---|------------|----------|
| | project. Perform environmental consultations with state agencies for submittal to U.S. Department of Energy. Perform cultural resource survey consultation as necessary with the State Department of Archaeology and Historic Preservation. | | |
| Task 4.3 | Bidding and Contract Award A. Advertise and accept bids to award a contract to construct the project. B. Award (City Council Award and Contract Execution). | 4/1/10 | 6/09/10 |
| Task 4.4 | Construction of Project Improvements General contractor will construct improvements | 6/09/10 | 8/1/10 |
| Task 4.5 | Project Closeout Final acceptance | 8/1/10 | 10/1/10 |

Reporting

Quarterly - No later than five (5) days after each calendar quarter for the duration of the contract (January 5, April 5, July 5, and October 5)

Monthly – Progress Report

Budget

| | | | | |
|-----------------------------|---|----------|--------------------|----------|
| GRANT TITLE: | EECBG - Energy Efficiency & Conservation Block Grant Program | | | |
| Fed. Grant No. | DE-EE0000849 | | | |
| COM Point of Contact | Patti Miller-Crowley | | | |
| Funding TYPE | ARRA | X | EECBG Grant | X |
| | Other | | | |

| | |
|--------------------------|---|
| PROJECT NAME: | City of Marysville Energy Efficiency Retrofit |
| COM Agreement No. | F10-52110-037 |
| Applicant Name | City of Marysville |
| Address, City Zip | 1049 State Ave, Marysville, WA 98270 |
| Sub-recipient POC | ATTN: John A. Cowling, PE |

| Categories | OBJ | GRANT | LEVERAGE | | | | Total Costs |
|--|-----------|----------------------|--------------|-----------------|-------------|-----------------|----------------|
| | | Commerce EECBG | Fed | Municipal | Third Party | | |
| Salaries and Wages | A | | | 14300.00 | | | 14300.00 |
| Benefits | B | | | | | | 0.00 |
| Contractual | C | 77111.00 | | | | 58888.52 | 135999.52 |
| Goods And Services (Supplies/Commodities) | E | | | | | | 0.00 |
| Travel | G | | | | | | 0.00 |
| Equipment-None Capitalized | J (JA) | | | | | | 0.00 |
| *Equipment-Capitalized | J (Other) | 7378.00 | | | | | 7378.00 |
| **Other Define | | | | | | | 0.00 |
| Total Direct Costs | | 84489.00 | 0.00 | 14300.00 | | 58888.52 | 157678 |
| *** (opt) Admin. Support Costs | | | | | | | |
| Method 1 - as % of direct costs OR | 0.0% | 0.00 | 0.00 | 0.00 | | 0.00 | 0 |
| Method 2 - as a hard cost entry | | | | | | | 0 |
| Total Admin Costs | | 0.00 | 0.00 | 0.00 | | 0.00 | 0 |
| Total All Costs | | 84489.00 | 0.00 | 14300.00 | | 58888.52 | 157678 |
| Percentage (Total Contract) | | 53.58% | 0.00% | 9.07% | | 37.35% | 100.00% |
| | | 84489.00 | | 73189 | | | |
| | | TOTAL MATCH = | | 73189 | | 46.42% | |

Estimated Budget Detail & Deliverables

- Activity Name:** A) Retrofit Existing lights, florescent fixtures and switches in Public Safety complex buildings
Activity Name: B) Retrofit Existing fixtures and ballasts with electronic ballasts and T-8 tubes in Boys and Girls Club
Activity Name: C) Retrofit 42 existing non LED pedestrian signal displays with LED displays
Activity Name: D) Retrofit 63 existing HPS luminaries with LED luminaries.

Associated EECBG Grant Costs

Activity A Contract Cost: \$25,137.00
Activity B Contract Cost: \$5,882.00
Activity C Equipment Cost: \$7,378.00
Activity D Contract Cost: \$46,092.00
Total Grant Costs: \$84,489

Total Contract Costs A, B, and D: \$77,111.00
Total Equipment Costs C: \$7,378.00

**ADDITIONAL PROVISIONS UNDER THE
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
Public Law 111-5**

1. Recovery Act Reporting Requirements; Section 1512(c) of the Recovery Act

Contractor acknowledges and agrees that the American Recovery and Reinvestment Act of 2009, hereinafter "Recovery Act" places great emphasis on accountability and transparency in the use of taxpayer dollars. Among other things, it creates a new Recovery Accountability and Transparency Board and a new website -- Recovery.gov -- to provide information to the public, including access to detailed information on grants and contracts made with Recovery Act funds.

COMMERCE, as a recipient of Recovery Act funds, must comply with the Recovery Act's extensive reporting requirements, including quarterly financial and programmatic reporting due within 10 calendar days after the end of each calendar quarter. COMMERCE will require periodic reports from its sub-recipients in order to fulfill its reporting obligations. Grantees receiving Recovery Act funds may expect that a standard form(s) and/or reporting mechanism will be made available at a future date.

Contractor agrees to provide to COMMERCE all reports, documentation, or other information, as may be required by COMMERCE to meet reporting obligations under the Recovery Act. Contractor's receipt of funds is contingent on Contractor meeting the reporting requirements of Section 1512.

Additional instructions and guidance regarding the required reporting will be provided as they become available. For planning purposes, however, Contractors receiving Recovery Act funds should be aware that Recovery Act section 1512(c) provides:

Recipient Reports- Not later than 10 days after the end of each calendar quarter, each recipient that received recovery funds from a Federal agency shall submit a report to that agency that contains—

- (1) The total amount of recovery funds received from that agency;
- (2) The amount of recovery funds received that were expended or obligated to projects or activities; and
- (3) A detailed list of all projects or activities for which recovery funds were expended or obligated, including:
 - (a) The name of the project or activity;
 - (b) A description of the project or activity;
 - (c) An evaluation of the completion status of the project or activity;
 - (d) An estimate of the number of jobs created and the number of jobs retained by the project or activity; and
 - (e) For infrastructure investments made by State and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment.
- (4) Detailed information on any subcontracts or subgrants awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

2. Section 1512 of the Recovery Act: Registration with Central Contractor Registration (CCR)

Recipients of funds under the Recovery Act shall register with the Central Contractor Registration (CCR) database at www.ccr.gov. This ensures consistent reporting of data about each entity and thereby makes data more useful to the public. In order to register in CCR, a valid Data Universal

Numbering System (DUNS) Number is required and should be inserted in Box # 13 of the Face Sheet of this Agreement.

3. Section 1602 of the Recovery Act: Preference for Quick-Start Activities (if applicable)

Section 1602 of the Recovery Act provides:

In using funds made available in this Act for infrastructure investment, recipients shall give preference to activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds for activities that can be initiated not later than 120 days after the date of the enactment of this Act. Recipients shall also use grant funds in a manner that maximizes job creation and economic benefit.

4. Section 1604 of the Recovery Act: Limit on Funds

Section 1604 of the Recovery Act provides:

None of the funds appropriated or otherwise made available in this Act may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

5. Required Use of American Iron, Steel, and Manufactured Goods—Section 1605 of the American Recovery and Reinvestment Act of 2009

Contractor shall comply with Section 1605 of the Recovery Act unless (1) compliance has been waived by the Federal Agency providing the funds; or (2) compliance with the Recovery Act conflicts with an international trade agreement.

A. Section 1605 of the Recovery Act provides:

Use of American Iron, Steel, and Manufactured Goods.

(a) None of the funds appropriated or otherwise made available by the Recovery Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

(b) Subsection (a) shall not apply in any case or category of cases in which the head of the Federal department or agency involved finds that:

- (1) applying subsection (a) would be inconsistent with the public interest;
- (2) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (3) inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the head of a Federal department or agency determines that it is necessary to waive the application of subsection (a) based on a finding under subsection (b), the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

B. International Trade Agreements:

Contracts for the procurement of goods and services in the amount of \$528,000 or more and for construction services in the amount of \$7,443,000 or more are covered by an international trade agreement and are therefore not subject to Section 1605.

C. Waivers:

Contractor shall provide COMMERCE with information and applicable supporting data as may be required by COMMERCE, to support any request for waiver of compliance with Section 1605 (b) of the Recovery Act. The following applies to requests for waivers submitted to COMMERCE.

(a) Definitions.

“Manufactured good” means a good brought to the construction site for incorporation into the building or work that has been:

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

“Public building” and “public work” means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) Domestic preference.

- (1) This award term and condition implements Section 1605 of the Recovery Act of 2009 by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) of this term and condition.
- (2) This requirement does not apply to the material excepted by the Federal Government.
- (3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this term and condition if the Federal Government determines that:
 - (i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;
 - (ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
 - (iii) The application of the restriction of Section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) Request for determination of inapplicability of Section 1605 of the Recovery Act.

- (1)(i) Any request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this term and condition shall include adequate information for Federal Government evaluation of the request, including—
 - (A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
 - (B) Unit of measure;
 - (C) Quantity;
 - (D) Cost;
 - (E) Time of delivery or availability;
 - (F) Location of the project;
 - (G) Name and address of the proposed supplier; and
 - (H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this term and condition.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this term and condition.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to Section 1605 of the Recovery Act applies, COMMERCE will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, COMMERCE shall adjust the award amount or redistribute budgeted funds in accordance with requirements adopted pursuant to the Recovery Act.

(3) Unless the Federal Government determines that an exception to Section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with Section 1605 of the American Recovery and Reinvestment Act.

(d) Data.

To permit evaluation of requests under paragraph (b) of this term and condition based on unreasonable cost, the following information and any applicable supporting data based on the survey of suppliers should be provided to COMMERCE:

| FOREIGN AND DOMESTIC ITEMS COST COMPARISON | | | |
|--|-----------------|----------|-----------------|
| Description | Unit of Measure | Quantity | Cost (Dollars)* |
| Item 1: | | | |
| Foreign steel, iron, or manufactured good | _____ | _____ | _____ |
| Domestic steel, iron, or manufactured good | | | |
| | | | |
| Item 2: | | | |
| Foreign steel, iron, or manufactured good | | | |
| Domestic steel, iron or manufactured good | | | |

[List name, address, telephone number, email address, and contact for suppliers surveyed.]

[Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[*Include all delivery costs to the construction site.]

6. Wage Rate Requirements under Section 1606 of the American Recovery and Reinvestment Act of 2009 – Davis-Bacon Act

All laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act, shall be paid wages at rates not less than those prevailing on projects of a character similar in

the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (Davis-Bacon Act). With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan numbered 14 of 1950 (64 Stat. 1267, 5 U.S.C. App.) and section 3145 of title 40 United States Code. See U.S. Department of Labor, Wage and Hour Division website at <http://www.dol.gov/esa/whd/contracts/dbra.htm> . Wage determinations can be found at <http://www.wdol.gov>.

The Contractor shall include this provision and require this provision to be contained in all subcontracts for work performed under this Contract.

The work performed by this contract may also be subject to the State's prevailing wage laws, Chapter 39.12 RCW. The Contractor is advised to consult with the Washington State Department of Labor and Industries to determine the prevailing wages that must be paid.

7. Non-supplanting of State and Local Funds (if applicable -- consult the program solicitation and the special conditions in the award document)

Grantees must use federal funds to supplement existing State and local funds for program activities and must not replace (supplant) State or local funds that they have appropriated or allocated for the same purpose. Potential supplanting will be the subject of monitoring and audit. Violations may result in a range of penalties, including suspension of current and future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under a grant, and civil and/or criminal penalties. For additional guidance regarding supplanting, refer to the information provided at <http://www.ojp.usdoj.gov/recovery/supplantingguidance.htm>.

8. Protection of Whistleblowers

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the Recovery Act may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct,) a court or grand jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- Gross mismanagement of an agency contract or grant relating to covered funds;
- Gross waste of covered funds;
- Substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- Abuse of authority related to the implementation or use of covered funds; or
- Violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Any employer receiving covered funds shall post notice of the rights and remedies provided under this section. The recommended written notice is attached as "Know Your Rights Under the Recovery Act".

9. Waste Stream

Prior to the expenditure of Federal funds, the Contactor is required to provide documentation demonstrating that it has prepared a waste management plan to dispose of sanitary or hazardous waste generated by the proposed activities. Sanitary or hazardous waste includes, but is not limited to, old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, and asbestos.

Compliance with this clause will be complete only after the Contactor has submitted adequate documentation to Commerce for its review, and Commerce has provided written approval to the Recipient of its proposed plan to dispose of its sanitary or hazardous waste.

For assistance contact the WA State Governor's Office of Regulator Assistance (ORA), Regional assistance Leads - <http://www.ora.wa.gov/contact.asp>

Pollution Prevention Planning help is available from WA State Department of Ecology Regional Office staff: <http://www.ecy.wa.gov/programs/hwtr/P2/contacts.html> or call

Bellevue: (425) 649-7000

Lacey: (360) 407-6300

Yakima: (509) 575-2490

Spokane: (509) 329-3400

10. False Claims Act

Each grantee or subrecipient should promptly refer to an appropriate inspector general any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor or other person has submitted a false claim under the False Claims Act or who has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

11. Listing Recovery Act Jobs with the Washington State Employment Security Department

This Contract is funded with federal stimulus funds (under the Recovery Act), which has strict reporting requirements for funds spent and jobs created or retained (see Exhibit A, attached and incorporated into this Contract as additional instructions). Unless hiring is directly from a union hall, all job openings created by the Contractor for this project must be listed with the WorkSource system (an affiliate of the Employment Security Department) before hiring; all hiring decisions also must be reported to WorkSource. In addition, all Subcontractors hired by the Contractor also must be required to list jobs and report hiring results to WorkSource. Existing Contractor or Subcontractor employees who are retained using funds from this project also must be reported to WorkSource.

WorkSource will pre-screen and refer qualified job candidates for the Contractor's or Subcontractor's consideration. The Contractor and Subcontractor also have the discretion to use other, additional recruitment systems and retain the right to make all hiring decisions.

To begin the listing and reporting process, contact the Employment Security Department ARRA Business Unit at 877-453-5906 (toll-free), 360-438-4849, or ARRA@esd.wa.gov.

Exhibit A

How to list ARRA jobs with the Employment Security (ESD) WorkSource system

To help with the increased transparency and accountability that are required under the American Recovery & Reinvestment Act (ARRA), ESD's ARRA Business Unit will be the central point of contact for state agencies and their contractors for listing and tracking ARRA-funded jobs.

Step 1: State agencies notify ESD about ARRA-funded contracts

Within 2 days after awarding an ARRA-funded contract, state agencies should provide the following information to Employment Security's ARRA Business Unit:

- Name, phone number and address of contractor
- Title or short description of the contract

Report this information to ESD's ARRA Business Unit at ARRA@esd.wa.gov, 877-453-5906 (toll-free) or 360-438-4849. (Employment Security will use the information to verify that contractors comply with the requirement stated in Step 2.)

Step 2: List ARRA-funded jobs with ESD's WorkSource system

State agencies, contractors and sub-contractors should contact the ARRA Business Unit to begin the process of listing their ARRA-funded jobs with the WorkSource system. The ARRA Business Unit may be reached at 877-453-5906 (toll-free), 360-438-4849 or ARRA@esd.wa.gov.

Here's what we'll do with the information: The ARRA Business Unit will relay the information to a business outreach lead at a WorkSource office in the employer's community. The business outreach lead will contact the employer to obtain the information necessary to list the job/s (create a "job order"), and to discuss the employer's recruitment needs and the services available through WorkSource.

The WorkSource business outreach lead will search the agency's database for qualified applicants (based on job-skill requirements), screen potential applicants, and refer selected candidates to the employer for consideration. (Employers retain the right to use other or additional recruitment systems, and they make all hiring decisions.)

Step 3: Report hiring information

After completing the hiring process, the employer should contact the WorkSource business outreach lead to "close" the job order and provide the following information:

- Job title
- Number of people hired
- Starting wage and hours

This information will be used in reports and status updates to the governor, the federal government and the public.



Frequently asked questions for ARRA employers

Q1. What services can I get when I list jobs with WorkSource?

- A.** WorkSource staff screens and refers job seekers based on how well their skills meet your job requirements. The screening is done broadly or narrowly, depending on how many people you want to interview.

WorkSource also can help you with free job advertising, pay-rate information, tax credits and information on employment laws and regulations. We're committed to helping your business succeed.

Q2. What screening and assessment of skills does WorkSource conduct?

- A.** We conduct a variety of screening and assessment. Contact your local WorkSource center to ask what assessment services are provided.

Q3. If the position requires a certain skill level, can WorkSource test applicants for math and reading levels or typing speed?

- A.** WorkSource staff will pre-screen applicants based on the qualifications that you need. Ask your WorkSource staff person about their ability to assess certain skills required for the position

Q4. Can we conduct interviews at WorkSource?

- A.** You can use space at WorkSource for mass application sessions, one-on-one interviews, or even group orientations. Contact your local WorkSource to check availability.

Q5. What is the anticipated hiring time?

- A.** We recommend you plan ahead (7-10 days), although you may hire when you choose. The job will be listed for you right away

Q6. What if WorkSource doesn't have job seekers with the skills and abilities that match our needs?

- A.** WorkSource staff will look first for qualified local applicants. If no one is available, then the search is expanded to include other areas to see if applicants are willing to commute or relocate. During this recession, there is an unprecedented pool of qualified applicants. Our matching system has the unique capabilities to match skilled job seekers with available jobs.

Q7. Is WorkSource able to coordinate job fairs or hiring events?

- A.** Yes, WorkSource often coordinates large job fairs and targeted hiring events. Your local WorkSource staff can arrange the details such as date, availability of space, and the amount of time they need to help coordinate your hiring event.
- Q8. Do I have to list jobs and report hiring information to WorkSource?**
- A.** Yes. Even if you hire someone who already works for you in a different position, report the hire for contract requirements.
- Q9. Can I list my job opening with other sources like temp agencies or run a classified ad in the newspaper at the same time?**
- A.** You may recruit as broadly as you like. Just remember that a requirement of your contract is to post contract-funded job openings with your WorkSource business representative and report all hiring information.
- Q10. What information is being tracked by WorkSource?**
- A.** WorkSource tracks information about jobs listed, job candidates referred and the job openings filled.
- Q11. Who is the information being provided to?**
- A.** Participation and performance information is provided by the Employment Security Department to the U.S. Department of Labor. It also is being reported to the Governor, who is required by the federal Office of Management and Budget to report about jobs preserved and created during the recession.
- Q12. How long after placing the job order with WorkSource will it take before I can interview applicants?**
- A.** It could happen the same day if there are interested, qualified job seekers who apply right away. Typically, it may take a few days.
- Q13. What if I already have a job candidate (or a list of candidates), why do I have to list my jobs with WorkSource?**
- You can hire anyone you want, but you need to report it to us. Listing your stimulus-funded jobs with WorkSource enables us to track how many jobs are created and filled. We will relay the information to the governor and the federal government, who are documenting the effects of the stimulus funding.

Know Your Rights Under the Recovery Act!

Post this notice of the rights and remedies.

Did you know? The American Recovery and Reinvestment Act of 2009 ¹provides protections for certain employees of non-federal employers who make specified disclosures relating to possible fraud, waste and/or abuse of Recovery Act funds.

Who is protected? Employees of non-federal employers receiving recovery funds. This includes State and local governments, contractors, subcontractors, grantees or professional membership organizations acting in the interest of recovery fund recipients.

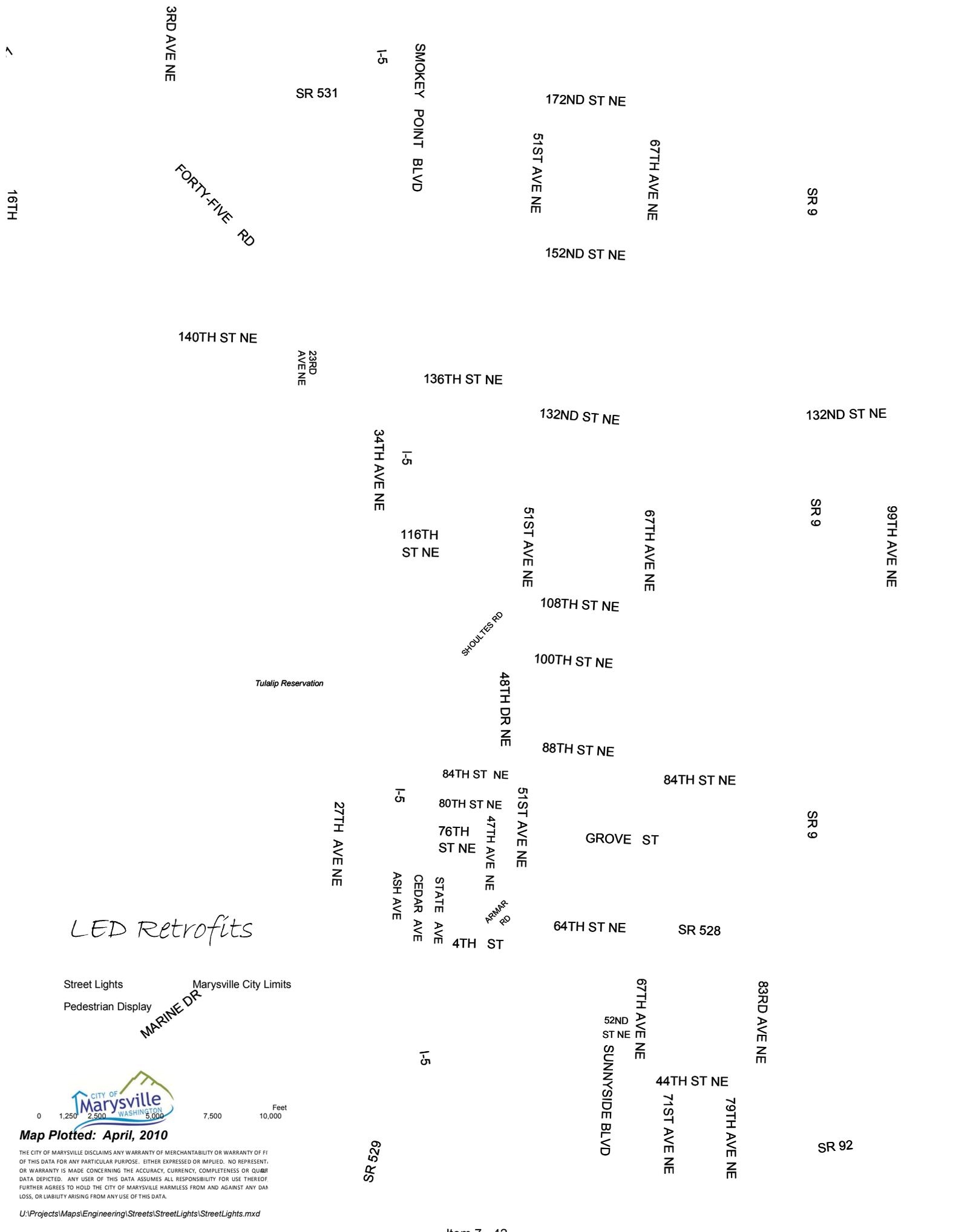
How are Whistleblowers Protected? You cannot be discharged, demoted or otherwise discriminated against as a reprisal for making a protected disclosure.

What types of disclosures are protected? The disclosure must be made by the employee to the Recovery Accountability and Transparency Board, an Inspector General, the Comptroller General, a member of Congress, a state or federal regulatory or law enforcement agency, a person with supervisory authority over the employee, a court or grand jury, or the head of a federal agency or his/her representatives. The disclosure must involve information that the employee believes is evidence of:

¹ Section 1553 of Division A, Title XV of the American Recovery and Reinvestment Act of 2009, P.L. 111-5

- gross mismanagement of an agency contract or grant relating to recovery funds;
- a gross waste of recovery funds;
- a substantial and specific danger to public health or safety related to the implementation or use of recovery funds;
- an abuse of authority related to the implementation or use of recovery funds; or
- a violation of law, rule, or regulation related to an agency contract or grant awarded or issued relating to recovery funds.

Take Action! Log on to Recovery.gov for more information about your rights and details on how to report at www.recovery.gov.



LED Retrofits

Street Lights
 Pedestrian Display
 Marysville City Limits
 MARINE DR



0 1,250 2,500 5,000 7,500 10,000 Feet

Map Plotted: April, 2010

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

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CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 10, 2010

| | | |
|--|---------------------------------|-----|
| AGENDA ITEM: Resolution - Greenhouse Gas Emission Reduction Policies | AGENDA SECTION: New Business | |
| PREPARED BY: Cheryl Dungan, Planning Manager – Land Use | APPROVED BY: | |
| ATTACHMENTS: 1. Draft Resolution 2. RCW 70.235 | | |
| | MAYOR | CAO |
| BUDGET CODE: | AMOUNT: | |

DESCRIPTION:

A growing body of research has indicated that greenhouse gas emissions caused by human activity are changing the global climate in ways that could be detrimental to our future health and well-being. In 2008, the Washington State Legislature created a climate change framework which established state greenhouse emission reduction limits; the legislature also adopted Chapter 70.235 RCW *Limiting greenhouse gas emissions*. This legislation requires overall emissions of greenhouse gases to be reduced to 1990 levels by 2020, and by 2035 to 25 percent below 1990 levels. RCW 70.235.070 also requires state agencies awarding competitive funds to consider whether the entity receiving funds has adopted greenhouse gas reduction policies.

The attached draft resolution contains policies which provide cost effective measures to reduce greenhouse gas emissions within the City of Marysville. These measures include saving taxpayer dollars through energy efficiency, improving air quality and related public health benefits. Because of the implications in receiving competitive funds, staff routed the draft resolution to the Department of Ecology for review. Ecology staff indicated that the policies are in line with the minimum greenhouse gas guidelines and are adequate to allow the City to be eligible for state competitive funding.

It should be noted that the City has implemented or is in the process of implementing all of the policies included in the draft resolution.

| |
|---|
| RECOMMENDED ACTION: Staff recommends the City Council approve the Resolution <i>Adopting a Strategy to Manage and Reduce Energy and Fuel Consumption and Greenhouse Gas Emissions</i> . |
| COUNCIL ACTION: |

CITY OF MARYSVILLE
Marysville, Washington
RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF MARYSVILLE ADOPTING A STRATEGY
TO MANAGE AND REDUCE ENERGY AND FUEL CONSUMPTION AND
GREENHOUSE GAS EMISSIONS**

WHEREAS, climate disruption of the magnitude now predicted by many in the scientific community threatens to cause an extremely costly disruption of human and natural systems throughout the world including; increased risk of floods or droughts; sea-level rise that interact with coastal storms to erode beaches; inundate land and damage property; and more frequent and extreme heat waves and more frequent and greater concentration of smog; and

WHEREAS, recent, well-documented impacts of climate disruption include average global sea level increases of four to eight inches during the 20th Century; a 40 percent decline in Arctic sea-ice thickness; and nine of the ten hottest years on record occurring in the past decade; and

WHEREAS, the Inter-Governmental Panel on Climate Change (IPCC), the international community's most respected assemblage of scientists, has found that climate disruption is a reality and that human activities are largely responsible for increasing concentrations of greenhouse gas pollution; and

WHEREAS, many cities throughout the nation, both large and small, are reducing greenhouse gas pollutants through programs that provide economic and quality of life benefits such as reduced energy bills, green space preservation, air quality improvements, reduced traffic congestion, improved transportation choices, and economic development and job creation through energy conservation and new energy technologies; and

WHEREAS, the City has funded carbon reduction and climate protection measures to improve pedestrian mobility, bicycle routes and public transit access in city transportation corridors, and has adopted a Commute Trip Reduction program; and

WHEREAS, local governments influence a community's emissions by exercising key powers over land use, transportation, construction, waste management, and energy management; and

WHEREAS, reducing the magnitude of climate change may reduce its harmful effects on public health and safety by decreasing the impacts of severe weather and reducing harmful emissions; NOW THEREFORE,

WHEREAS, a State Environmental Policy Act (SEPA) threshold Determination of Non-significance was issued on April 26, 2010.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON AS FOLLOWS:

The City of Marysville hereby declares its intention to adopt the following strategies to manage and reduce energy and fuel consumption and greenhouse gas emissions:

1. Improve online permitting capabilities and availability of online information.
2. Maintain healthy urban forests; promote tree planting to increase shading and to absorb CO₂; and support the City's participation in the Tree City USA program.

3. Purchase only EPA Energy Star-certified and other high efficiency devices whenever possible, and consolidate duplicative devices to further reduce electricity consumption.
4. Make energy efficiency a priority through retrofitting city facilities with energy efficient lighting; where available use programmable systems to automatically idle electronic equipment; and urge employees to conserve energy and save money.
5. Conserve fossil fuels. Staff should practice efficient driving habits, carpool, avoid idling vehicles for longer than 30 seconds, and use appropriately-sized vehicles. The City should continue to participate in the Commute Trip Reduction (CTR) program.
6. Practice and promote sustainable building practices using the U.S. Green Building Council's LEED program or a similar system.
7. Conserve natural resources. Staff shall reduce paper consumption and plastic bottle use, and recycle all recyclable materials.
8. Promote the use of alternative energy sources where feasible.
9. Monitor and evaluate opportunities to utilize State tools and resources to support the local program and to stay compliant with State environmental and energy laws.
10. Support appropriate Federal and State policies and legislation that will lead to the reduction of greenhouse gas emissions.
11. Such other and further measures as are reasonable, feasible and appropriate in the judgment of the City Council.

PASSED by the City Council and APPROVED by the Mayor this _____ day of May 2010.

CITY OF MARYSVILLE

By: _____

DENNIS KENDALL, MAYOR

Attest:

By: _____
TRACY JEFFRIES, CITY CLERK

Approved as to form:

By: _____
GRANT K. WEED, CITY ATTORNEY

Chapter 70.235 RCW
Limiting greenhouse gas emissions

RCW Sections

- 70.235.005 Findings -- Intent.
- 70.235.010 Definitions.
- 70.235.020 Greenhouse gas emissions reductions -- Reporting requirements.
- 70.235.030 Development of a design for a regional multisector market-based system to limit and reduce emissions of greenhouse gas -- Information required to be submitted to the legislature.
- 70.235.040 Consultation with climate impacts group at the University of Washington -- Report to the legislature.
- 70.235.050 Greenhouse gas emission limits for state agencies -- Timeline -- Reports -- Strategy -- Point of accountability employee for energy and climate change initiatives.
- 70.235.060 Emissions calculator for estimating aggregate emissions -- Reports.
- 70.235.070 Distribution of funds for infrastructure and capital development projects -- Prerequisites.
- 70.235.900 Scope of chapter 14, Laws of 2008.
- 70.235.901 Severability -- 2008 c 14.

70.235.005

Findings — Intent.

(1) The legislature finds that Washington has long been a national and international leader on energy conservation and environmental stewardship, including air quality protection, renewable energy development and generation, emission standards for fossil-fuel based energy generation, energy efficiency programs, natural resource conservation, vehicle emission standards, and the use of biofuels. Washington is also unique among most states in that in addition to its commitment to reduce emissions of greenhouse gases, it has established goals to grow the clean energy sector and reduce the state's expenditures on imported fuels.

(2) The legislature further finds that Washington should continue its leadership on climate change policy by creating accountability for achieving the emission reductions established in RCW 70.235.020, participating in the design of a regional multisector market-based system to help achieve those emission reductions, assessing other market strategies to reduce emissions of greenhouse gases, and ensuring the state has a well trained workforce for our clean energy future.

(3) It is the intent of the legislature that the state will: (a) Limit and reduce emissions of greenhouse gas consistent with the emission reductions established in RCW 70.235.020; (b) minimize the potential to export pollution, jobs, and economic opportunities; and (c) reduce emissions at the lowest cost to Washington's economy, consumers, and businesses.

(4) In the event the state elects to participate in a regional multisector market-based system, it is the intent of the legislature that the system will become effective by January 1, 2012, after authority is provided to the department for its implementation. By acting now, Washington businesses and citizens will have adequate time and opportunities to be well positioned to take advantage of the low-carbon economy and to make necessary investments in low-carbon technology.

(5) It is also the intent of the legislature that the regional multisector market-based system recognize Washington's unique emissions portfolio, including the state's hydroelectric system, the opportunities presented by Washington's abundant forest resources and agriculture land, and the state's leadership in energy efficiency and the actions it has already taken that have reduced its generation of greenhouse gas emissions and that entities receive appropriate credit for early actions to reduce greenhouse gases.

(6) If any revenues that accrue to the state are created by a market system, they must be used to further the state's efforts to achieve the goals established in RCW 70.235.020, address the impacts of global warming on affected habitats, species, and communities, and increase investment in the clean energy economy particularly for communities and workers that have suffered from heavy job losses and chronic unemployment and underemployment.

[2008 c 14 § 1.]

70.235.010**Definitions.**

*** CHANGE IN 2010 *** (SEE 6373-S.SL) ***

The definitions in this section apply throughout this chapter unless the context clearly requires otherwise.

(1) "Carbon dioxide equivalents" means a metric measure used to compare the emissions from various greenhouse gases based upon their global warming potential.

(2) "Climate advisory team" means the stakeholder group formed in response to executive order 07-02.

(3) "Climate impacts group" means the University of Washington's climate impacts group.

(4) "Department" means the department of ecology.

(5) "Direct emissions" means emissions of greenhouse gases from sources of emissions, including stationary combustion sources, mobile combustion emissions, process emissions, and fugitive emissions.

(6) "Director" means the director of the department.

(7) "Greenhouse gas" and "greenhouse gases" includes carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride.

(8) "Indirect emissions" means emissions of greenhouse gases associated with the purchase of electricity, heating, cooling, or steam.

(9) "Person" means an individual, partnership, franchise holder, association, corporation, a state, a city, a county, or any subdivision or instrumentality of the state.

(10) "Program" means the department's climate change program.

(11) "Total emissions of greenhouse gases" means all direct emissions and all indirect emissions.

(12) "Western climate initiative" means the collaboration of states, Canadian provinces, Mexican states, and tribes to design a multisector market-based mechanism as directed under the western regional climate action initiative signed by the governor on February 22, 2007.

[2008 c 14 § 2.]

70.235.020**Greenhouse gas emissions reductions — Reporting requirements.**

(1)(a) The state shall limit emissions of greenhouse gases to achieve the following emission reductions for Washington state:

(i) By 2020, reduce overall emissions of greenhouse gases in the state to 1990 levels;

(ii) By 2035, reduce overall emissions of greenhouse gases in the state to twenty-five percent below 1990 levels;

(iii) By 2050, the state will do its part to reach global climate stabilization levels by reducing overall emissions to fifty percent below 1990 levels, or seventy percent below the state's expected emissions that year.

(b) By December 1, 2008, the department shall submit a greenhouse gas reduction plan for review and approval to the legislature, describing those actions necessary to achieve the emission reductions in (a) of this subsection by using existing statutory authority and any additional authority granted by the legislature. Actions taken using existing statutory authority may proceed prior to approval of the greenhouse gas reduction plan.

(c) Except where explicitly stated otherwise, nothing in chapter 14, Laws of 2008 limits any state agency authorities as they existed prior to June 12, 2008.

(d) Consistent with this directive, the department shall take the following actions:

(i) Develop and implement a system for monitoring and reporting emissions of greenhouse gases as required under RCW 70.94.151; and

(ii) Track progress toward meeting the emission reductions established in this subsection, including the results from policies currently in effect that have been previously adopted by the state and policies adopted in the future, and report on that progress.

(2) By December 31st of each even-numbered year beginning in 2010, the department and the *department of community, trade, and economic development shall report to the governor and the appropriate committees of the senate and house of representatives the total emissions of greenhouse gases for the preceding two years, and totals in each major source sector. The department shall ensure the reporting rules adopted under RCW 70.94.151 allow it to develop a comprehensive inventory of emissions of greenhouse gases from all significant sectors of the Washington economy.

(3) Except for purposes of reporting, emissions of carbon dioxide from industrial combustion of biomass in the form of fuel wood, wood waste, wood by-products, and wood residuals shall not be considered a greenhouse gas as long as the region's silvicultural sequestration capacity is maintained or increased.

[2008 c 14 § 3.]

Notes:

***Reviser's note:** The "department of community, trade, and economic development" was renamed the "department of commerce" by 2009 c 565.

70.235.030

Development of a design for a regional multisector market-based system to limit and reduce emissions of greenhouse gas — Information required to be submitted to the legislature.

(1)(a) The director shall develop, in coordination with the western climate initiative, a design for a regional multisector market-based system to limit and reduce emissions of greenhouse gas consistent with the emission reductions established in RCW 70.235.020(1).

(b) By December 1, 2008, the director and the director of the *department of community, trade, and economic development shall deliver to the legislature specific recommendations for approval and request for authority to implement the preferred design of a regional multisector market-based system in (a) of this subsection. These recommendations must include:

(i) Proposed legislation, necessary funding, and the schedule necessary to implement the preferred design by January 1, 2012;

(ii) Any changes determined necessary to the reporting requirements established under RCW 70.94.151; and

(iii) Actions that the state should take to prevent manipulation of the multisector market-based system designed under this section.

(2) In developing the design for the regional multisector market-based system under subsection (1) of this section, the department shall consult with the affected state agencies, and provide opportunity for public review and comment.

(3) In addition to the information required under subsection (1)(b) of this section, the director and the director of the *department of community, trade, and economic development shall submit the following to the legislature by December 1, 2008:

(a) Information on progress to date in achieving the requirements of chapter 14, Laws of 2008;

(b) The final recommendations of the climate advisory team, including recommended most promising actions to reduce emissions of greenhouse gases or otherwise respond to climate change. These recommendations must include strategies to reduce the quantity of emissions of greenhouse gases per distance traveled in the transportation sector;

(c) A request for additional resources and statutory authority needed to limit and reduce emissions of greenhouse gas consistent with chapter 14, Laws of 2008 including implementation of the most promising recommendations of the climate advisory team;

(d) Recommendations on how projects funded by the green energy incentive account in RCW 43.325.040 may be used to expand the electrical transmission infrastructure into urban and rural areas of the state for purposes of allowing the recharging

of plug-in hybrid electric vehicles;

(e) Recommendations on how local governments could participate in the multisector market-based system designed under subsection (1) of this section;

(f) Recommendations regarding the circumstances under which generation of electricity or alternative fuel from landfill gas and gas from anaerobic digesters may receive an offset or credit in the regional multisector market-based system or other strategies developed by the department; and

(g) Recommendations developed in consultation with the department of natural resources and the department of agriculture with the climate advisory team, the college of forest resources at the University of Washington, and the Washington State University, and a nonprofit consortium involved in research on renewable industrial materials, regarding how forestry and agricultural lands and practices may participate voluntarily as an offset or other credit program in the regional multisector market-based system. The recommendations must ensure that the baseline for this offset or credit program does not disadvantage this state in relation to another state or states. These recommendations shall address:

- (i) Commercial and other working forests, including accounting for site-class specific forest management practices;
- (ii) Agricultural and forest products, including accounting for substitution of wood for fossil intensive substitutes;
- (iii) Agricultural land and practices;
- (iv) Forest and agricultural lands set aside or managed for conservation as of, or after, June 12, 2008; and
- (v) Reforestation and afforestation projects.

[2008 c 14 § 4.]

Notes:

***Reviser's note:** The "department of community, trade, and economic development" was renamed the "department of commerce" by 2009 c 565.

70.235.040

Consultation with climate impacts group at the University of Washington — Report to the legislature.

Within eighteen months of the next and each successive global or national assessment of climate change science, the department shall consult with the climate impacts group at the University of Washington regarding the science on human-caused climate change and provide a report to the legislature summarizing that science and make recommendations regarding whether the greenhouse gas emissions reductions required under RCW 70.235.020 need to be updated.

[2008 c 14 § 7.]

70.235.050

Greenhouse gas emission limits for state agencies — Timeline — Reports — Strategy — Point of accountability employee for energy and climate change initiatives.

(1) All state agencies shall meet the statewide greenhouse gas emission limits established in RCW 70.235.020 to achieve the following, using the estimates and strategy established in subsections (2) and (3) of this section:

- (a) By July 1, 2020, reduce emissions by fifteen percent from 2005 emission levels;
- (b) By 2035, reduce emissions to thirty-six percent below 2005 levels; and
- (c) By 2050, reduce emissions to the greater reduction of fifty-seven and one-half percent below 2005 levels, or seventy percent below the expected state government emissions that year.

(2)(a) By June 30, 2010, all state agencies shall report estimates of emissions for 2005 to the department, including 2009 levels of emissions, and projected emissions through 2035.

(b) State agencies required to report under RCW 70.94.151 must estimate emissions from methodologies recommended by the department and must be based on actual operation of those agencies. Agencies not required to report under RCW 70.94.151 shall derive emissions estimates using an emissions calculator provided by the department.

(3) By June 30, 2011, each state agency shall submit to the department a strategy to meet the requirements in subsection (1) of this section. The strategy must address employee travel activities, teleconferencing alternatives, and include existing and proposed actions, a timeline for reductions, and recommendations for budgetary and other incentives to reduce emissions, especially from employee business travel.

(4) By October 1st of each even-numbered year beginning in 2012, each state agency shall report to the department the actions taken to meet the emission reduction targets under the strategy for the preceding fiscal biennium. The department may authorize the department of general administration to report on behalf of any state agency having fewer than five hundred full-time equivalent employees at any time during the reporting period. The department shall cooperate with the department of general administration and the *department of community, trade, and economic development to develop consolidated reporting methodologies that incorporate emission reduction actions taken across all or substantially all state agencies.

(5) All state agencies shall cooperate in providing information to the department, the department of general administration, and the *department of community, trade, and economic development for the purposes of this section.

(6) The governor shall designate a person as the single point of accountability for all energy and climate change initiatives within state agencies. This position must be funded from current full-time equivalent allocations without increasing budgets or staffing levels. If duties must be shifted within an agency, they must be shifted among current full-time equivalent allocations. All agencies, councils, or work groups with energy or climate change initiatives shall coordinate with this designee.

[2009 c 519 § 2.]

Notes:

***Reviser's note:** The "department of community, trade, and economic development" was renamed the "department of commerce" by 2009 c 565.

Findings -- 2009 c 519: See RCW 43.21M.900.

70.235.060

Emissions calculator for estimating aggregate emissions — Reports.

(1) The department shall develop an emissions calculator to assist state agencies in estimating aggregate emissions as well as in estimating the relative emissions from different ways in carrying out activities.

(2) The department may use data such as totals of building space occupied, energy purchases and generation, motor vehicle fuel purchases and total mileage driven, and other reasonable sources of data to make these estimates. The estimates may be derived from a single methodology using these or other factors, except that for the top ten state agencies in occupied building space and vehicle miles driven, the estimates must be based upon the actual and projected operations of those agencies. The estimates may be adjusted, and reasonable estimates derived, when agencies have been created since 1990 or functions reorganized among state agencies since 1990. The estimates may incorporate projected emissions reductions that also affect state agencies under the program authorized in RCW 70.235.020 and other existing policies that will result in emissions reductions.

(3) By December 31st of each even-numbered year beginning in 2010, the department shall report to the governor and to the appropriate committees of the senate and house of representatives the total state agencies' emissions of greenhouse gases for 2005 and the preceding two years and actions taken to meet the emissions reduction targets.

[2009 c 519 § 5.]

Notes:

Findings -- 2009 c 519: See RCW 43.21M.900.

70.235.070

Distribution of funds for infrastructure and capital development projects — Prerequisites.

Beginning in 2010, when distributing capital funds through competitive programs for infrastructure and economic development

projects, all state agencies must consider whether the entity receiving the funds has adopted policies to reduce greenhouse gas emissions. Agencies also must consider whether the project is consistent with:

- (1) The state's limits on the emissions of greenhouse gases established in RCW 70.235.020;
- (2) Statewide goals to reduce annual per capita vehicle miles traveled by 2050, in accordance with RCW 47.01.440, except that the agency shall consider whether project locations in rural counties, as defined in RCW 43.160.020, will maximize the reduction of vehicle miles traveled; and
- (3) Applicable federal emissions reduction requirements.

[2009 c 519 § 9.]

Notes:

Findings -- 2009 c 519: See RCW 43.21M.900.

**70.235.900
Scope of chapter 14, Laws of 2008.**

Except where explicitly stated otherwise, nothing in chapter 14, Laws of 2008 alters or limits any authorities of the department as they existed prior to June 12, 2008.

[2008 c 14 § 11.]

**70.235.901
Severability — 2008 c 14.**

If any provision of this act or its application to any person or circumstance is held invalid, the remainder of the act or the application of the provision to other persons or circumstances is not affected.

[2008 c 14 § 12.]

RCW 70.235.070

Distribution of funds for infrastructure and capital development projects — Prerequisites.

Beginning in 2010, when distributing capital funds through competitive programs for infrastructure and economic development projects, all state agencies must consider whether the entity receiving the funds has adopted policies to reduce greenhouse gas emissions. Agencies also must consider whether the project is consistent with:

(1) The state's limits on the emissions of greenhouse gases established in RCW 70.235.020;

(2) Statewide goals to reduce annual per capita vehicle miles traveled by 2050, in accordance with RCW 47.01.440, except that the agency shall consider whether project locations in rural counties, as defined in RCW 43.160.020, will maximize the reduction of vehicle miles traveled; and

(3) Applicable federal emissions reduction requirements.

[2009 c 519 § 9.]

Notes:

Findings -- 2009 c 519: See RCW 43.21M.900.

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 3, 2010

| | | |
|---|---------------------------------|-----|
| AGENDA ITEM: GCA 6511 & GCA 6453 with WSDOT for the Break in Access | AGENDA SECTION: New Business | |
| PREPARED BY: Kevin Nielsen | APPROVED BY: | |
| ATTACHMENTS: <ul style="list-style-type: none"> • GCA 6511 • GCA 6453 • Engineer Estimate | | |
| | MAYOR | CAO |
| BUDGET CODE: 305 | AMOUNT: \$ | |

DESCRIPTION:

These GCA address the design and construction of the intersection of SR9/SR92 with the fourth leg. The city is to responsible for project funding (estimate attached) above the amount initially allocated WSDOT (\$1,100,000.00); WSDOT will design the 9/92 intersection with 4 legs; WSDOT will acquire right of way in WSDOT title funded by the city where needed; design and documentation will be by WSDOT to WSDOT standards.

| |
|---|
| <p>RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign the GCA 6511 and GCA 6453 with WSDOT for the SR 9/92 Intersection Improvements.</p> |
| <p>COUNCIL ACTION:</p> |

GCA 6511
SR 9/SR 92 Intersection Improvement
City of Marysville Roadway Network Connection

This Agreement is made and entered into between the STATE OF WASHINGTON Department of Transportation, hereinafter the "STATE," and the CITY OF MARYSVILLE, 1049 State Street, Marysville, WA 98270, hereinafter the "CITY."

WHEREAS, the STATE designed a project that provides for the widening of a section of SR 9 from Lundeen Parkway to SR 92 from two lanes to four, adding right-turn lanes in both directions of SR 9 at Lundeen Parkway to a northbound SR 9, adding a northbound right-turn lane from eastbound Lundeen Parkway to northbound SR 9, adding a northbound right-turn lane on SR 9 at SR 92, and improving lighting and traffic signals on SR 9 at the intersections of Lundeen Parkway and Soper Hill Road, hereinafter the "State Project," and

WHEREAS, the State Project design also provided for improvements to the intersection at SR 9 and SR 92 to accommodate the State Project, and

WHEREAS, the CITY has plans to expand its city street network easterly to construct a west leg connection to the STATE's SR 9/SR 92 Intersection, and

WHEREAS, to make best use of public resources, avoid duplication of work, and accommodate the CITY's street network, it is deemed to be in the best interest of the public for the Parties to partner and re-design the State Project to provide for the CITY's west leg intersection connection to state limited access right of way, and

WHEREAS, to accommodate the CITY's west leg connection, additional right of way must be acquired, and

WHEREAS, it has been determined that the State Project re-design will require two separate STATE construction: (1) the SR 9, Lundeen Parkway to SR 92 Project, and (2) the SR 9/SR 92 Intersection Improvement Project, and

WHEREAS, this Agreement allocates each Party's responsibilities for the State Project re-design, acquisition of right of way, and advertisement, award, and construction management of the SR9/SR 92 Intersection Improvement Project, hereinafter the "PROJECT," and

WHEREAS, to facilitate this process, the Parties intend to enter into a separate agreement GCA 6453 to provide for the re-design and advertisement, award for the SR 9, Lundeen Parkway to SR 92 Project.

NOW, THEREFORE, pursuant to RCW 47.28.140, the above recitals which are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, and performances contained herein, and the attached Exhibits A and B which are incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. GENERAL

- 1.1 The PROJECT will construct the intersection channelization needed to accommodate the CITY's future project west leg connection shown in Exhibit B.
- 1.2 The CITY agrees that the STATE's cost obligation for the PROJECT shall not exceed the amount the STATE has budgeted for the SR 9/SR 92 intersection improvements in its State Project, which is One Million One Hundred Thousand Dollars (\$1,100,000.00) for the construction phase.

2. RIGHT OF WAY

- 2.1 2.1 The STATE agrees to acquire, at CITY expense, the additional right of way necessary to accommodate the intersection channelization State Project re-design to accommodate the CITY's west leg connection to the SR 9/SR 92 Intersection. The CITY agrees to pay all expenses of such acquisitions, including but not limited to appraisals, negotiation costs, just compensation, administrative settlements, damages to the remainder property, and STATE labor and expenses, in accordance with the cost estimates identified in Exhibit A.
- 2.2 All right of way acquisitions required under this Agreement shall be obtained in the name of the state of Washington, and the state of Washington through its Department of Transportation shall thereafter own, operate and maintain the right of way without further cost to the CITY.

3. PLANS, SPECIFICATIONS, AND COST ESTIMATES (PS&E)

- 3.1 The STATE agrees to perform the PROJECT PS&E in accordance with the state of Washington Standard Specifications for Road, Bridge and Municipal Construction, and its amendments thereto (Standard Specifications), current at the time of PROJECT advertisement (Ad).
- 3.2 The STATE will perform design documentation for the PROJECT per the STATE's Design Manual (M22-01.06). The STATE shall provide the CITY with up to two intermediate review sets of the PROJECT PS&E at mutually agreeable milestones for CITY review and comments. Upon receipt of the plans, CITY shall have fifteen (15) working days to advise the STATE of CITY review comments.
- 3.3 The STATE will provide the CITY with one (1) reproducible copy of the Ad ready PS&E for the PROJECT a minimum of thirty (30) working days prior to the

proposed Ad date. The CITY will have fifteen (15) working days to review the Ad ready PS&E for the PROJECT, resolve any concerns, and provide the STATE with written recommendations of the Ad ready PS&E for the PROJECT. In the event the CITY's recommendations to the Ad ready PS&E are not addressed by the STATE to the CITY's satisfaction, the STATE shall provide the reasons for conditional acceptance or rejection of the CITY recommendations. The CITY may request an extension of time in writing, provided that the STATE receives the written request not later than fifteen (15) working days after the CITY has received the Ad ready PS&E. The STATE shall provide a written response, indicating the number of working days extended, if any.

- 3.4 If the STATE does not receive the CITY's written recommendations of the PROJECT Ad ready PS&E within fifteen (15) working days and any approved extension of time pursuant to Section 3.3, or if the STATE cannot accept the CITY's recommendations, or if the STATE has not acquired all rights of way and permits required to construct, maintain, and operate the PROJECT, the STATE may, at its sole discretion, cancel the PROJECT. The CITY agrees to reimburse the STATE for engineering costs and actual direct labor and related direct non-labor costs incurred by the STATE up to and including costs associated with the STATE's canceling the PROJECT. Should the STATE cancel the PROJECT, this Agreement will terminate upon receipt of all reimbursement payments in accordance with Section 7.

4. BID, AWARD, AND COST ADJUSTMENTS

- 4.1. The STATE will perform advertisement, award, and contract management for the PROJECT contract.
- 4.2 The STATE shall provide the CITY with written notification of the bid price for the PROJECT. The CITY shall have five (5) working days from the date of written notification to provide the STATE with the CITY's acceptance or rejection of the bid price, or request elements of possible non-required work be deleted from the PROJECT. The CITY may request an extension of time in writing in which to respond, provided that the STATE receives the written request not later than five (5) working days after the CITY has received the written notification. The STATE shall provide a written response indicating the number of working days extended, if any.
- 4.3 If the STATE does not award or execute the PROJECT contract and does not re-advertise the PROJECT for bids, this Agreement shall terminate upon receipt of all reimbursement payments in accordance with Section 7. The CITY agrees that the STATE is not responsible for potential increased costs for the PROJECT, delay to the PROJECT or other impacts to the CITY resulting from not awarding the PROJECT.
- 4.4 In the event the CITY chooses not to go forward with the PROJECT, the CITY agrees to reimburse the STATE for all costs the STATE incurs to redesign, award

and construct the original intersection design above the One Million, One Hundred Thousand Dollars (\$1,100,000.00) as pursuant to Sections 1.2 and 7.1.

5. CONSTRUCTION

- 5.1 The STATE will designate a STATE Project Engineer to provide all services and tools, including but not limited to construction administration, inspection, materials testing, and representation, necessary to administer and manage the contract to ensure that the Work is constructed in accordance with the contract.
- 5.2 The CITY may consult with and inquire of the STATE Project Engineer and attend all meetings. The CITY shall not provide direction, directly or indirectly, to the STATE's contractor. All formal contacts between the CITY and the contractor shall be through the STATE's representative.
- 5.3 The CITY may inspect the PROJECT. Any costs for such inspection shall be borne solely by the CITY. All contact between said inspector and the contractor shall be only through the STATE's inspector or the STATE's representative.
- 5.4 The STATE will prepare the final construction documentation in general conformance with the STATE's Construction Manual. The STATE will maintain one set of plans as the official "as-built" set, then make notations in red ink of all plan revisions typically recorded per standard STATE practices, as directed by the STATE's Construction Manual

6. CONTRACT CHANGES

- 6.1 Changes to the PROJECT contract will be documented by change order in accordance with the Standard Specifications. The STATE shall process change orders for all changes affecting the work, in the manner set forth in subsection 1-2.4C (3), Approval of Changes/Checklist, STATE Construction Manual, current edition.
- 6.2 Required changes involve such changes in quantities or alterations to the PROJECT as are necessary to satisfactorily complete the PROJECT. All other changes affecting the PROJECT shall be considered elective changes.
- 6.3 The CITY authorizes the STATE to initiate all required changes affecting the PROJECT and to negotiate, document and execute the associated change orders. The CITY agrees to pay for the increases in cost, if any, for the required changes affecting the PROJECT in accordance with Section 7.
- 6.4 The STATE will advise the CITY of any proposed required changes affecting the PROJECT as soon as possible and provide it with an opportunity, if time permits, to review the change before implementation. The STATE will determine the length of the review time based upon the need to expedite the change to avoid delay to the contractor.

- 6.5 The CITY may request additions to the PROJECT through the STATE in writing. The STATE will implement the requested changes as elective changes, provided that a change does not negatively impact the STATE's transportation system and complies with the Standard Specifications, Project permits, state and/or federal law, applicable rules and/or regulations, and/or STATE design policies, and does not unreasonably delay critically scheduled PROJECT contract activities
- 6.6 All elective changes to the PROJECT shall be approved in writing by the CITY before the STATE directs the contractor to implement the changes, even if an executed change order is not required by the PROJECT contract. The CITY agrees to pay for the increases in cost, if any, for such elective changes in accordance with Section 7.
- 6.7 In the event it is determined that the CITY does not have sufficient funds to complete the PROJECT, the STATE and the CITY shall negotiate to determine the future of the PROJECT. If it is determined that the PROJECT cannot proceed, the STATE shall construct the PROJECT to a minimum of the State Project's original design. If the PROJECT has progressed beyond the STATE's original State Project design plan, the PROJECT shall be brought to a level that is safe for public use and the STATE will terminate the remainder of the PROJECT contract. In the event the PROJECT is fully or partially terminated, the CITY agrees to pay all costs up to the full or partial termination and all costs associated with termination, including contractor claims.

7. PAYMENT

- 7.1 The STATE agrees to fund up to, but not to exceed One Million One Hundred Thousand Dollars (\$1,100,000.00) toward the construction phase of the PROJECT. The CITY agrees to be responsible for all costs of the PROJECT above the STATE funding cap of \$1,100,000.00.
- 7.2 The CITY, in consideration of the faithful performance of the PROJECT performed by the STATE and its contractor, agrees to reimburse the STATE the actual direct labor and related direct non-labor costs of the PROJECT over \$1,100,000.00. The total cost of the PROJECT is estimated in Exhibit A, Cost Estimate
- 7.3 The Parties have entered into reciprocal overhead agreement OH 00025; therefore, the STATE's overhead rate will not be charged. The STATE will only invoice for actual direct labor and direct non-labor costs for the STATE's contract administration.
- 7.4 The STATE shall provide detailed invoices, on a percentage basis that will be determined upon PROJECT award, to the CITY for costs incurred by the STATE and its contractor. The CITY agrees to make payment within thirty (30) calendar days from receipt of an invoice. A payment will not constitute agreement as to

the appropriateness of any item. At the time of the final invoice, the Parties will resolve any discrepancies.

- 7.5 The CITY agrees that if it does not make payment within ninety (90) calendar days after receipt of an invoice, the STATE may deduct and expend any monies to which the CITY is entitled to receive from the Motor Vehicle Fund.
- 7.6 Advance Payment: An advance payment is required. The CITY agrees to pay the STATE the "Advance Payment Amount," in the amount of Seventy-Five Thousand Dollars (\$75,000.00), within twenty (20) calendar days after receipt of PROJECT contract award notification. The Advance Payment represents approximately fifteen percent (15%) of the cost estimate. The advance payment will be carried throughout the life of the PROJECT's cost obligations, with final adjustment made in the final invoice
- 7.7 Increase in Cost: In the event unforeseen conditions require an increase in the cost of the PROJECT above the cost estimate (including sales tax, engineering, and contingencies) by more than ten (10) percent, the Parties agree to modify this Agreement by executing a written amendment to address the increase pursuant to Section 9.1, or implement Section 6.7.

8. CLAIMS

8.1 Claims for Additional Payment

8.1.1 In the event the STATE's contractor makes claims for additional payment associated with the PROJECT, the STATE will immediately notify the CITY of such claims. Such claims shall be made in the manner and form as provided for in the Standard Specifications.

8.1.2 The CITY shall not be obligated to pay such claims or their cost of defense to the extent that the claims are caused by the negligent acts or omissions of the STATE in administering the PROJECT.

8.1.3 The CITY shall have the right to review and comment on any settlement for claims associated with the PROJECT. However, the STATE shall have the ultimate right to settle such claims. In the event the CITY does not agree with the claim settlement as negotiated by the STATE, the CITY shall reserve the right to not financially participate in the negotiated claim settlement. If agreement cannot be reached between the CITY and the STATE on a claim settlement, the Parties agree to follow the dispute resolution procedure in Section 9.5.

8.1.4 If the STATE agrees, the CITY may defend contractor claims associated with the PROJECT at its own cost, and in doing so, the CITY agrees to pay any resulting settlement, court judgment or arbitration award. The STATE will cooperate with the CITY in the CITY's defense of the claims. The CITY agrees

to reimburse any STATE costs, including attorneys fees, incurred in providing such assistance in accordance with Section 7.

9. GENERAL PROVISIONS

9.1 Amendment: This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

9.2 Termination: Neither the STATE nor the LOCAL AGENCY may terminate this Agreement without the written concurrence of the other Party, except as otherwise provided under Section 3.4 or Section 6.7.

9.2.1 If this Agreement is terminated prior to the fulfillment of the terms stated herein, the CITY agrees to reimburse the STATE for the actual direct labor and related direct non-labor expenses and costs it has incurred for the PROJECT up to the date of termination, as well as the costs of non-cancelable obligations and contractor claims, if any.

9.2.2 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

9.3 Independent contractor: The STATE shall be deemed an independent contractor for all purposes, and the employees of the STATE or any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be employees of the CITY.

9.4 Indemnification: The Parties shall protect, defend, indemnify, and hold harmless each other and their employees and/or authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, each Party's obligations to be performed pursuant to the provisions of this Agreement. The Parties shall not be required to indemnify, defend, or hold harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of the other Party; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) the STATE, its employees and/or authorized agents and (b) the CITY, its employees and/or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of each Party, its employees and/or authorized agents, . This indemnification shall survive termination of this Agreement.

9.5 Disputes: In the event that a dispute arises under this Agreement, it shall be resolved as follows: The STATE and the CITY shall each appoint a member to a disputes board, these two members shall select a third board member not affiliated

with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. The Parties shall equally share in the cost of the third disputes board member; however, each Party shall be responsible for its own costs and fees.

9.6 Venue: In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in Thurston County Superior Court. Further, the Parties agree that each will be solely responsible for payment of its own attorneys fees, witness fees, and costs.

9.7 Audits/Records: All PROJECT records in support of all costs incurred shall be maintained by the STATE for a period of three (3) years. The CITY shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. Should the CITY require copies of any records, it agrees to pay the costs thereof. The Parties agree that the PROJECT performed herein is subject to audit by either or both Parties and/or their designated representatives, and/or state of Washington and/or the federal government.

9.8 Term of Agreement: Unless otherwise provided herein, the term of this Agreement shall commence as of the date this Agreement is fully executed and shall continue until all obligations for payment have been met.

9.9 Working Days: Working days for this Agreement are defined as Monday through Friday, excluding Washington State holidays per RCW 1.16.050.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date signed last below.

| | |
|---------------------------|---|
| CITY OF MARYSVILLE | STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION |
| By | By |
| Name | Russell S. East, P.E. |
| Title | Assistant Regional Administrator – King and Snohomish Counties |
| Date | Date |

| | |
|----------------------------|----------------------------|
| APPROVED AS TO FORM | APPROVED AS TO FORM |
| By | By |
| Name | Ann E. Salay |
| Title | Assistant Attorney General |
| Date | Date |

GCA 6453
SR 9, Lundeen Parkway to SR 92 - Widening
Revised Project - City of Marysville

This Agreement is made and entered into between the STATE OF WASHINGTON Department of Transportation, hereinafter the "STATE," and the CITY OF MARYSVILLE, 1049 State Avenue, Marysville WA 98244, hereinafter the "CITY."

WHEREAS, the STATE completed the original design of state project, SR 9 from Lundeen Parkway to SR 92 - Widening, hereinafter the "Project," and had scheduled the Project for advertisement on December 21, 2009, and

WHEREAS, the CITY has plans to expand its road network through Whiskey Ridge by constructing a new road from Sunnyside Road to the east along the alignment of 40th Street, through 83rd Street and along 87th Street to approximately 36th Street to ultimately connect a west leg to the SR 9/SR 92 intersection at the north end of the Project, and

WHEREAS, the SR 9/SR 92 intersection is part of the Project for planned improvements, and

WHEREAS, the Project is not currently designed or funded to include a connection from the planned CITY street network at the SR 9/SR 92 intersection, and

WHEREAS, the Parties have deemed it to be in the public's best interest for the CITY and STATE to concurrently construct the improvements to the SR 9/SR 92 intersection, and

WHEREAS, the STATE has suspended the planned Project advertisement date and revised the Project contract plans, specifications and cost estimate (PS&E) to delete the STATE's original planned improvements for the SR 9/SR 92 intersection, and prepare a new project that includes the CITY's street connection (New Project) for re-advertisement, hereinafter the "Re-design," and

WHEREAS, due to the Re-design for the New Project, time constraints required a purchased services contract be prepared to fell trees and remove substantial vegetation along the corridor between Lundeen Parkway and SR 92 to accommodate the nesting window for bird species covered under the Migratory Bird Treaty Act, hereinafter the "Purchased Service Contract," and

WHEREAS, the CITY has agreed to reimburse the STATE for the actual direct labor and related direct non-labor costs for both the Re-design and time involved to prepare the Purchased Service Contract, collectively hereinafter the "Work,"

NOW, THEREFORE, the above recitals shall be incorporated herein as if fully set forth below and pursuant to RCW 47.28.140 and in consideration of the terms, conditions, and performances contained herein,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. STATE RESPONSIBILITIES

- 1.1 The STATE has suspended the original advertisement date for the Project.
- 1.2 The STATE has revised the Project contract plans, specifications, and cost estimate (PS&E) to delete the SR 9/SR 92 intersection improvements from the Project, and prepared the New Project for advertisement.
- 1.3 The STATE has prepared and issued a separate Purchased Service Contract to fell trees and clear substantial vegetation along the corridor between Lundeen Parkway and SR 92 to accommodate the nesting window for bird species covered under the Migratory Bird Treaty Act.
- 1.4 The STATE will advertise the New Project for bids, award the contract and administer the construction of the New Project under a separate agreement between the Parties.

2. CITY RESPONSIBILITIES

- 2.1 The CITY agrees to reimburse the STATE for the actual direct labor and related direct non labor costs for the Work to be performed by the STATE..

3. TERM OF AGREEMENT

- 3.1 This Agreement term shall include the period of -time the CITY provided the written request to the STATE to change the STATE's original Project design, requiring the STATE to the Re-design the Project, resulting in the New Project design and shall terminate upon completion of the New Project and Re-design Work, and receipt of all reimbursement payments by the STATE in accordance with Section 4.

4. PAYMENT

- 4.1 The CITY, in consideration of the faithful performance of the STATE Work already performed and the Work to be performed under the terms of this Agreement agrees to reimburse the STATE for the actual direct labor and related direct non-labor costs of the Work, which is estimated to be Two Hundred Sixty-Eight Thousand Two Hundred Sixty-Six Dollars (\$268,266.00).
- 4.2 The Parties have a reciprocal overhead agreement OH 00025, effective April 14, 1993, in which the Parties agree to not charge each other their respective overhead rates. In this Agreement, the STATE will invoice for actual direct labor and direct non-labor costs for the STATE's Work.
- 4.3 The STATE shall provide detailed invoices, not to exceed one per month, to the CITY for the Work performed by the STATE and its contractors, and the CITY agrees to make payment within thirty (30) calendar days from receipt of a detailed invoice. A payment will not constitute agreement as to the appropriateness of any item. At the time of the final invoice, the Parties will resolve any discrepancies.

4.4 The CITY agrees that if it does not make payment within ninety (90) calendar days after receipt of an invoice, the STATE may deduct and expend any monies to which the CITY is entitled to receive from the Motor Vehicle Fund until such time as the STATE has recovered all undisputed amounts up to the amount owed.

4.5 Increase in Cost: In the event unforeseen conditions require an increase in the cost of the Work above the cost estimate (including sales tax, engineering, and contingencies) by more than twenty five (25) percent, the Parties agree to modify this Agreement by executing a written amendment to address the increase pursuant to Section 5.1.

5. GENERAL PROVISIONS

5.1 Amendment: This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

5.2 Termination: Neither the STATE nor the CITY may terminate this Agreement without the written concurrence of the other Party.

5.2.1 If this Agreement is terminated prior to the fulfillment of the terms stated herein, the CITY agrees to reimburse the STATE for the actual direct labor and direct non-labor expenses and costs it has incurred for the Work up to the date of termination, as well as the costs of non-cancelable obligations.

5.2.1 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

5.3 Indemnification: The Parties shall protect, defend, indemnify, and hold harmless each other and their employees and authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, each Party's obligations to be performed pursuant to the provisions of this Agreement. The Parties shall not be required to indemnify, defend, or hold harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of the other Party, its employees and/or authorized agents; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) the STATE, its employees and/or authorized agents and (b) the CITY, its employees and/or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of each Party, its employees, and/or authorized agents,. This indemnification shall survive termination of this Agreement.

5.4 Disputes: In the event that a dispute arises under this Agreement, it shall be resolved as follows: The STATE and the CITY shall each appoint a member to a disputes board, these two members shall select a third board member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. The Parties shall equally share

in the cost of the third disputes board member; however, each Party shall be responsible for its own costs and fees.

5.5 Venue: In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in Thurston County Superior Court. Further, the Parties agree that each will be solely responsible for payment of its own attorneys fees, witness fees, and costs.

5.6 Audits/Records: All New Project and Re-design records for the Work in support of all costs incurred shall be maintained by the STATE for a period of three (3) years. The CITY shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. Should the CITY require copies of any records, it agrees to pay the costs thereof. The Parties agree that the Work performed herein is subject to audit by either or both Parties and/or their designated representatives, and/or state of Washington and/or the federal government.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date signed last below.

| | |
|---------------------------|---|
| CITY OF MARYSVILLE | STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION |
| By | By |
| Name | Russell S. East, P.E. |
| Title | Assistant Regional Administrator King and Snohomish Counties |
| Date | Date |

| | |
|----------------------|-----------------------------------|
| CITY ATTORNEY | ASSISTANT ATTORNEY GENERAL |
| By | By |
| Name | Ann E. Salay |
| | |
| Date | Date |

**COST ESTIMATE****SR 9 / LUNDEEN PARKWAY TO SR 92 - STAGE 2**

December 15, 2009

Estimate by Kerry J. Grant

| STANDARD ITEM NO. | CONTRACT BID ITEM DESCRIPTION | UNIT MEASURE | UNIT PRICE (\$) | PLAN QUANTITY | DOLLAR AMOUNT |
|-------------------------------------|--|-----------------|--------------------|------------------|------------------|
| PREPARATION | | | | | |
| 0001 | MOBILIZATION (10%) | L.S. | | | \$280,099 |
| 0050 | REMOVAL OF STRUCTURE AND OBSTRUCTION | L.S. | | | \$5,000 |
| | REMOVING STAGE 1 CONCRETE BARRIER | L.F. | 10.00 | 400 | \$4,000 |
| | REMOVING STAGE 1 IMPACT ATTENUATOR | EACH | 500.00 | 1 | \$500 |
| | REMOVAL OF STAGE 1 STRUCTURE AND OBSTRUCTION | L.S. | | | \$5,000 |
| | REMOVAL OF STAGE 1 TRAFFIC SIGNAL AND ILLUMINATI | L.S. | | | \$30,000 |
| | SAW CUT AND REMOVAL OF STAGE 1 HMA | S.Y. | 10.00 | 600 | \$6,000 |
| | MISCELLANEOUS THROW AWAY ITEMS | L.S. | | | \$25,000 |
| GRADING | | | | | |
| 0310 | ROADWAY EXCAVATION INCL. HAUL | C.Y. | 20.00 | 4500 | \$90,000 |
| 0431 | GRAVEL BORROW INCL. HAUL | TON | 15.00 | 6500 | \$97,500 |
| | RISK - EARTHWORK UNIT COST AND QUANTITIES | L.S. | | | \$40,000 |
| DRAINAGE | | | | | |
| | DISPERSION TRENCH (FOR INCREASED SR 92 INTERSECTIC | L.S. | | | \$5,000 |
| | RUNOFF TREATMENT - SR 92 EAST | L.S. | | | \$100,000 |
| | MISCELLANEOUS DRAINAGE AND STORM SEWER | L.S. | | | \$50,000 |
| STORM SEWER | | | | | |
| 3090 | CATCH BASIN TYPE 2 | EACH | 2,500.00 | 20 | \$50,000 |
| 3151 | TESTING STORM SEWER PIPE | L.F. | 1.50 | 1800 | \$2,700 |
| 3391 | PLAIN CONC. STORM SEWER PIPE 6 IN. DIAM. | L.F. | 60.00 | 200 | \$12,000 |
| 3541 | SCHEDULE A STORM SEWER PIPE 12 IN. DIAM. | L.F. | 30.00 | 1600 | \$48,000 |
| STRUCTURE | | | | | |
| | SR 92 RETAINING WALL (14' TALL X 300') | L.S. | | | \$210,000 |
| | SR 92 RETAINING WALL (AVERAGE 25' TALL X 600') | L.S. | | | \$750,000 |
| SURFACING | | | | | |
| 5100 | CRUSHED SURFACING BASE COURSE | TON | 30.00 | 4000 | \$120,000 |
| HOT MIX ASPHALT | | | | | |
| 5767 | HMA CL. 1/2 IN. PG 64-22 | TON | 120.00 | 3000 | \$360,000 |
| 5835 | COMPACTION PRICE ADJUSTMENT | CALC | 6,000 | 1 | \$6,000 |
| | RISK - ASPHALT PRICE AND QUANTITIES | L.S. | | | \$20,000 |
| EROSION CONTROL AND PLANTING | | | | | |
| | ENVIRONMENTAL COMPLIANCE LEAD | DAY | 350.00 | 20 | \$7,000 |
| | EROSION CONTROL BMP's | L.S. | | | \$20,000 |
| | LANDSCAPING | L.S. | | | \$40,000 |
| TRAFFIC | | | | | |
| 6727 | EXTRUDED CURB | L.F. | 16.00 | 2100 | \$33,600 |
| 6757 | BEAM GUARDRAIL TYPE 31 | L.F. | 25.00 | 400 | \$10,000 |
| 6719 | BEAM GUARDRAIL TYPE 31 NON-FLARED TERMINAL | EACH | 2,500 | 5 | \$12,500 |
| 6776 | PRECAST CONC. BARRIER TYPE 2 | L.F. | 75.00 | 100 | \$7,500 |
| 6806 | PAINT LINE | L.F. | 0.20 | 4500 | \$900 |
| 6809 | PROFILED PLASTIC LINE | L.F. | 0.70 | 2700 | \$1,890 |
| 6818 | PLASTIC WIDE LINE | L.F. | 3.50 | 2600 | \$9,100 |
| 6857 | PLASTIC CROSSWALK LINE | S.F. | 6.00 | 1400 | \$8,400 |
| 6859 | PLASTIC STOP LINE | L.F. | 4.00 | 100 | \$400 |

| | | | | | |
|--------------------|---|--------|----------|------|-----------|
| 6833 | PLASTIC TRAFFIC ARROW | EACH | 135.00 | 50 | \$6,750 |
| 6890 | PERMANENT SIGNING | L.S. | | | \$5,000 |
| | NEW SIGNAL BRIDGE, TEMP SIGNAL, TEMP ILLUMINATION | L.S. | | | \$350,000 |
| | ITS - SUPPLEMENT SYSTEM | L.S. | | | \$20,000 |
| | ILLUMINATION SYSTEM IMPROVEMENTS | L.S. | | | \$100,000 |
| 6992 | OTHER TRAFFIC CONTROL LABOR | HOURLY | 50.00 | 1000 | \$50,000 |
| 6974 | TRAFFIC CONTROL SUPERVISOR | L.S. | | | \$20,000 |
| 6982 | CONSTRUCTION SIGNS CLASS A | S.F. | 22.00 | 500 | \$11,000 |
| | RISK - MISCELLANEOUS TRAFFIC | L.S. | | | \$100,000 |
| OTHER ITEMS | | | | | \$0 |
| 7006 | STRUCTURE EXCAVATION CLASS B INCL. HAUL | C.Y. | 15.00 | 750 | \$11,250 |
| 7008 | SHORING OR EXTRA EXCAVATION CLASS B | S.F. | 1.50 | 2000 | \$3,000 |
| 7028 | CURE BOX | L.S. | | | \$5,000 |
| 7480 | ROADSIDE CLEANUP | EST. | 2,000.00 | 1 | \$2,000 |
| 7725 | REIMBURSEMENT FOR THIRD PARTY DAMAGE | EST. | -5.00 | 1 | -\$5 |
| 7730 | FUEL COST ADJUSTMENT | CALC | 2,000.00 | 1 | \$2,000 |
| 7736 | SPCC PLAN | L.S. | | | \$2,500 |

SUBTOTAL W/O MOBILIZATION \$2,800,985.00

MOBILIZATION @ 10% \$280,099.00
SUBTOTAL WITH MOBILIZATION \$3,081,084.00

SALES TAX @ 7.7% \$237,243.00
ABOVE THE LINE SUBTOTAL \$3,318,327.00

ENGINEERING @ 14% † \$464,566.00
CONTINGENCIES @ 4% ‡ \$132,733.00
CONSTRUCTION SUBTOTAL \$3,915,626.00

ENVIRONMENTAL MITIGATION \$100,000.00
WSP ASSISTANCE \$40,000.00

RIGHT OF WAY (FOR DISPERSION SITE & WIDE \$500,000.00
PRELIMINARY ENGINEERING \$1,060,000.00
CONSTRUCTION SUBTOTAL \$4,055,626.00

PROJECT TOTAL: \$5,615,626.00

† Based on Plan Prep Manual percentage for an I-I urban mobility project

‡ Based on Plans Prep Manual

Risk items in red

Throw away items in blue