

Marysville City Council Work Session**July 6, 2020****7:00 p.m.****City Hall****PUBLIC NOTICE:**

Pursuant to Governor Inslee's Proclamation 20-28, in an effort to curtail the spread of the COVID-19 virus, City Council Meetings and Work Sessions will take place by teleconference. Councilmembers and members of the public will not attend in person.

To listen to the Work Session:

Join Zoom Meeting

<https://zoom.us/j/92977133971>

Or

Dial by your location

1-888-475-4499 US Toll-free

Meeting ID: 929 7713 3971

Call to Order**Pledge of Allegiance****Roll Call****Approval of the Agenda****Committee Reports****Presentations****Discussion Items****Approval of Minutes** *(Written Comment Only Accepted from Audience.)***Consent**

1. Approval of the June 17, 2020 Claims in the Amount of \$1,569,234.70 Paid by EFT Transactions and Check Numbers 141600 through 141709
2. Approval of the June 25, 2020 Payroll in the Amount of \$1,677,729.20 Paid by EFT Transactions and Check Numbers 33127 through 33146
3. Approval of the June 24, 2020 Claims in the Amount of \$4,713,724.57 Paid by EFT Transactions and Check Numbers 141710 through 141830 with Check Numbers 140628, 140649, 140650 and 140508 Voided.

Review Bids

Work Sessions are for City Council study and orientation – Public Input will be received at the July 13, 2020 City Council meeting.

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4. Consider the Olympic View Park Project Contract with X in the Amount of \$X and Approve a Management Reserve of \$0 for a Total Allocation of \$X **(Bid Opening July 7, 2020)**

Public Hearings

New Business

5. Consider the First Street Stormwater Repairs Project with Scarsella Bros, Inc., Starting the 45-day Lien Filing Period for Project Closeout

6. Consider the Professional Services Agreement with Transpo Group for Design of 53rd and Sunnyside Intersection and Shared Use-Path Improvements in the Amount of \$201,052.00

7. Consider the Professional Services Agreement with Transpo Group for Design of 52nd St NE and Sunnyside Blvd Intersection Improvements in the Amount of \$140,386.00

8. Consider the Supplemental Agreement No. 1 to the Professional Services Agreement with J.A. Brennan in the Amount of \$34,986.00 and Extend the Terms of the Contract to March 31, 2021

9. Consider the Buy/Sell Agreement with Mitigation Banking Services, LLC, for the Purchase of 0.137 Wetland Credits in the Amount of \$30,825.00, thereby Mitigating Unavoidable Wetland Impacts Arising from the Olympic View Park Project.

10. Consider the Agreement with Employers Health Coalition of Washington

11. Consider the Agreement with Alliant Insurance Services for City Property Insurance Renewal

12. Consider the Agreement with Washington State Military Department and Federal Emergency Management for Severe storms, Flooding, Landslides and Mudslides Public Assistance Grant

13. Consider the Agreement with Washington State Military Department and Federal Emergency Management for a COVID-19 Public Assistance Grant

14. Consider the Extension to the Professional Services Agreement with Valli Information Systems dba Billing Documents Specialist

15. Business Rent Relief Grant Program 2 **(Action Requested July 6, 2020)**

16. Consider an **Ordinance** Relating to contracting indebtedness; providing for the issuance, sale and delivery of not to exceed \$19,000,000 aggregate principal amount of limited tax general obligation bonds to provide a portion of the funds necessary to pay

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or reimburse costs of financing the downtown Civic Campus project and other capital improvements within the City; to provide funds to pay all or part of the costs of refunding certain outstanding limited tax general obligations of the City; and to pay the costs of issuance and sale of the bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the final terms of the sale of the bonds; and providing for other related matters.

Legal**Mayor's Business****Staff Business****Call on Councilmembers****Adjournment/Recess****Executive Session**

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

Reconvene**Adjournment**

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

Index #1

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 13, 2020

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 June 17, 2020 claims in the amount of \$1,569,234.70 paid by EFT transactions and Check No.'s 141600 through 141709.

COUNCIL ACTION:

BLANKET CERTIFICATION

CLAIMS
FOR
PERIOD-6

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$1,569,234.70 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 141600 THROUGH 141709** 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 **13TH DAY OF JULY 2020**.

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/11/2020 TO 6/17/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
141600	PREMERA BLUE CROSS	PREMERA CLAIMS PAID 6/1-6/6/20	MEDICAL CLAIMS	132,316.64
141601	ADVANTAGE BUILDING S	ELECTROSTATIC DISINFECTING SERVICES -	WATER TREATMENT F	40.00
	ADVANTAGE BUILDING S		MAINT OF GENL PLANT	80.00
	ADVANTAGE BUILDING S		UTIL ADMIN	320.00
	ADVANTAGE BUILDING S		PUBLIC SAFETY BLDG	1,020.00
141602	AMAZON CAPITAL	CREDIT FOR ITEMS RETURNED	POLICE INVESTIGATION	-29.61
	AMAZON CAPITAL	CREDIT FOR RETURNED ITEMS	POLICE INVESTIGATION	-14.81
	AMAZON CAPITAL	FLAGS FOR CONCERT & MOVIES	NON-DEPARTMENTAL	46.38
	AMAZON CAPITAL	HAND SANITIZING WIPES	POLICE PATROL	61.83
	AMAZON CAPITAL	CARBON FIBER SNAP-LOCK GPS ROVER ROD	ENGR-GENL	209.86
141603	AMERICAN PROCESS	PAY ESTIMATE #1	UTILITY CONSTRUCTION	-19,869.63
	AMERICAN PROCESS		SEWER CAPITAL PROJECTS	397,392.68
141604	ARAMARK UNIFORM	UNIFORM CLEANING	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	56.66
141605	AUDIO LAB	CDBG CARES SMALL BUSINESS GRANT	COMMUNITY DEVELOPMENT-	10,000.00
141606	AVANCE ADMIN & TAX P		COMMUNITY DEVELOPMENT-	10,000.00
141607	BHC CONSULTANTS	PROFESSIONAL SERVICES	WASTE WATER TREATMENT F	17,507.50
141608	BILLING DOCUMENT SPE	TRANSACTION FEES - MAY 2020	UTILITY BILLING	2,294.42
	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	4,671.57
141609	BLANCAS SKIN CARE AN	CDBG CARES SMALL BUSINESS GRANT	COMMUNITY DEVELOPMENT-	10,000.00
141610	BLUE, ADAM	UB REFUND	WATER/SEWER OPERATION	21.52
141611	BOTESCH, NASH & HALL	PROFESSIONAL SERVICES	CAPITAL EXPENDITURES	46,858.15
141612	BRAKE AND CLUTCH	CAMSHAFT	EQUIPMENT RENTAL	183.97
141613	BUMGARNER, FRANCES	UB REFUND	GARBAGE	21.34
141614	BUSROE, KENNETH		WATER/SEWER OPERATION	190.50
141615	CAPTAIN DIZZYS EXXON	CAR WASHES	POLICE PATROL	117.00
141616	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT F	13,779.37
141617	CHURCH, CHANTELE	UB REFUND	WATER/SEWER OPERATION	193.55
141618	COASTAL FARM & HOME	SAFETY TOE SHOES - LOIS GEIST	UTIL ADMIN	81.96
141619	CODE PUBLISHING	WEB UPDATE	CITY CLERK	111.28
141620	CORNERSTONE HOMES NW	UB REFUND 5661 87TH AVE NE 98270	WATER/SEWER OPERATION	56.29
141621	DICKS TOWING	TOWING EXPENSE	POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING	RV DISPOSAL	POLICE PATROL	558.10
	DICKS TOWING		POLICE PATROL	661.67
141622	DIGITAL DOLPHIN SUPP	TONER	DETENTION & CORRECTION	382.62
141623	E&E LUMBER	CLEANOUT AUGER & HAIR SNAKE DRAIN OPEN	PUBLIC SAFETY BLDG	13.94
	E&E LUMBER	KEYS	MAINT OF GENL PLANT	15.47
	E&E LUMBER	DRAIN CLEANER	PUBLIC SAFETY BLDG	17.82
	E&E LUMBER	NYLON TWIST ROPE	MAINT OF GENL PLANT	34.42
141624	EAST JORDAN IRON WOR	SUPPLIES	GMA - STREET	191.28
141625	EVERETT, CITY OF	ANIMALS TO SHELTER FEES - APRIL 2020	COMMUNITY SERVICES UNIT	2,050.00
141626	EWING IRRIGATION	Q4 HERBICIDE, FERTILIZER	ROADSIDE VEGETATION	140.45
141627	F1 DETAIL SUPPLY	CDBG CARES SMALL BUSINESS GRANT	COMMUNITY DEVELOPMENT-	5,000.00
141628	FEDEX	SHIPPING EXPENSE	TRANSPORTATION MANAGEM	29.24
141629	FINDERS KEEPERS FURN	CDBG CARES SMALL BUSINESS GRANT	COMMUNITY DEVELOPMENT-	10,000.00
141630	FIRSTLINE BUSINESS	SOFTWARE RENEWAL	POLICE INVESTIGATION	1,038.35
141631	FRED MEYER	JEANS (3) - GEIST	UTIL ADMIN	146.31
141632	GALLS, LLC	UNIFORMS - KITCHENS	POLICE PATROL	18.74
	GALLS, LLC		POLICE PATROL	18.74
	GALLS, LLC		POLICE PATROL	60.10
	GALLS, LLC	UNIFORMS - TAYLOR	POLICE PATROL	60.10
	GALLS, LLC	UNIFORMS - N. BUELL	DETENTION & CORRECTION	71.58
	GALLS, LLC	UNIFORMS - KITCHENS	POLICE PATROL	87.39
	GALLS, LLC	UNIFORMS - TAYLOR	POLICE PATROL	87.39

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141632	GALLS, LLC	UNIFORMS - KITCHENS	POLICE PATROL	92.91
	GALLS, LLC	UNIFORMS - COCHRAN	POLICE PATROL	94.93
	GALLS, LLC	CREDIT #011927246 TAKEN TWICE	POLICE PATROL	120.11
	GALLS, LLC	UNIFORMS - YOUNGSTROM	POLICE PATROL	159.47
	GALLS, LLC	UNIFORMS - KITCHENS	POLICE PATROL	162.97
	GALLS, LLC	UNIFORMS - COCHRAN	POLICE PATROL	182.45
	GALLS, LLC		POLICE PATROL	214.74
	GALLS, LLC	UNIFORMS - TAYLOR	POLICE PATROL	239.03
	GALLS, LLC	UNIFORMS - N. BUELL	DETENTION & CORRECTION	266.57
141633	GEDDES, BRENDA	POSTAGE	ENGR-GENL	10.20
141634	GENERAL PACIFIC, INC	KN95 FACE MASKS - COVID 19 RESPONSE	FACILITY MAINTENANCE	257.95
141635	GHAJOKU CORP	CDBG CARES SMALL BUSINESS GRANT	COMMUNITY DEVELOPMENT-	10,000.00
141636	GRAINGER	PAPER BAG BUNDLE TO STORE FACE MASKS	FACILITY MAINTENANCE	22.37
	GRAINGER	DEADBOLT	UTIL ADMIN	48.09
	GRAINGER	FLOAT SWITCH FOR VAULTS AT LIFT STATIONS	SEWER LIFT STATION	75.33
141637	GREENSHIELDS	28" WAND EXTENSION	WATER DIST MAINS	21.41
	GREENSHIELDS	PRESSURE WASHER COUPLERS	WATER DIST MAINS	105.96
141638	HAIR BAR INC	CDBG CARES SMALL BUSINESS GRANT	COMMUNITY DEVELOPMENT-	10,000.00
141639	HAJRIC, ELVIS	UB REFUND	GARBAGE	141.17
141640	HBLE LLC	AMMO	POLICE TRAINING-FIREARMS	989.82
	HBLE LLC	VESTS	POLICE PATROL	2,237.31
141641	HD FOWLER COMPANY	GALVANIZED PIPE	WATER DIST MAINS	381.15
	HD FOWLER COMPANY	QUICK JOINTS, COPPER GASKETS	WATER SERVICE INSTALL	649.86
141642	HOME DEPOT USA	NITRIL GLOVES	CUSTODIAL SERVICES	69.41
	HOME DEPOT USA	SCRUB & UTILITY PADS	CUSTODIAL SERVICES	74.63
	HOME DEPOT USA	OLD ENGLISH POLISH	CUSTODIAL SERVICES	86.57
141643	HUMAN SERVICES	LIQUOR BOARD PROFITS/TAXES - 1ST QTR 2020	NON-DEPARTMENTAL	4,813.97
141644	IMPACT PAINTING LLC	CDBG CARES SMALL BUSINESS GRANT	COMMUNITY DEVELOPMENT-	5,000.00
141645	INTERMOUNTAIN LOCK	DEADBOLTS	PARK & RECREATION FAC	89.51
141646	INTERSTATE BATTERY	INTERSTATE BATTERIES	ER&R	381.66
141647	J.A. BRENNAN ASSOC	PROFESSIONAL SERVICES	GMA-PARKS	45,263.25
141648	JAMIE JEFFERSON LMP	CDBG CARES SMALL BUSINESS GRANT	COMMUNITY DEVELOPMENT-	5,000.00
141649	JOHNS PAINTING SERVI		COMMUNITY DEVELOPMENT-	5,000.00
141650	KAISER PERMANENTE	DOT PHYSICALS/PRE-EMPLOYMENT PHYSICALS	GENERAL SERVICES - OVERH	125.00
	KAISER PERMANENTE		PARK & RECREATION FAC	125.00
	KAISER PERMANENTE		FACILITY MAINTENANCE	125.00
	KAISER PERMANENTE		GENERAL SERVICES - OVERH	125.00
	KAISER PERMANENTE		UTIL ADMIN	375.00
	KAISER PERMANENTE	PRE-EMPLOYMENT PHYSICAL	POLICE ADMINISTRATION	476.00
	KAISER PERMANENTE	DOT PHYSICALS/PRE-EMPLOYMENT PHYSICALS	SOLID WASTE OPERATIONS	534.00
	KAISER PERMANENTE		PERSONNEL ADMINISTRATIOI	633.00
141651	KIPLINGER LETTER	SUBSCRIPTION RENEWAL	FINANCE-GENL	89.00
141652	KRAMER, STEVEN	UB REFUND	WATER/SEWER OPERATION	89.05
141653	LARAMA, MYRA		WATER/SEWER OPERATION	18.89
141654	LGI HOMES	UB REFUND 8549 55TH PL NE	WATER/SEWER OPERATION	42.92
141655	LONT, JAY & DARCEY	UB REFUND	WATER/SEWER OPERATION	197.21
141656	LOWES HIW INC	DRAIN WEASEL & WONDER PUMP	PUBLIC SAFETY BLDG	11.39
141657	MACLEOD RECKORD, PLLC	PROFESSIONAL SERVICES	GMA-PARKS	7,073.00
141658	MAHONEY, RICHARD	UB REFUND	WATER/SEWER OPERATION	22.76
141659	MARYSVILLE, CITY OF	UTILITY SERVICE - 6302 152ND ST NE	PARK & RECREATION FAC	37.39
	MARYSVILLE, CITY OF	UTILITY SERVICE - 15524 SMOKEY POINT BLVD	PUBLIC SAFETY BLDG	198.45
	MARYSVILLE, CITY OF	UTILITY SERVICE - 2323 172ND ST	ROADWAY MAINTENANCE	351.62
	MARYSVILLE, CITY OF	UTILITY SERVICE - 6302 152ND ST NE	PARK & RECREATION FAC	387.40
141660	MC CLURE & SONS INC	PAY ESTIMATE # 12	SEWER CAPITAL PROJECTS	501,237.41
141661	MCKESSON MEDICAL	GLOVES	POLICE PATROL	332.95
	MCKESSON MEDICAL		POLICE PATROL	333.64
141662	MOBILEGUARD, INC.	TEXT MESSAGE ARCHIVING	COMMUNITY DEVELOPMENT-	7.65
	MOBILEGUARD, INC.		COMMUNITY SERVICES UNIT	7.65

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141662	MOBILEGUARD, INC.	TEXT MESSAGE ARCHIVING	PARK & RECREATION FAC	7.65
	MOBILEGUARD, INC.		LEGAL-GENL	7.65
	MOBILEGUARD, INC.		PERSONNEL ADMINISTRATIO	7.65
	MOBILEGUARD, INC.		SOLID WASTE CUSTOMER EX	7.65
	MOBILEGUARD, INC.		FACILITY MAINTENANCE	7.65
	MOBILEGUARD, INC.		MUNICIPAL COURTS	15.30
	MOBILEGUARD, INC.		PROPERTY TASK FORCE	15.30
	MOBILEGUARD, INC.		RECREATION SERVICES	15.30
	MOBILEGUARD, INC.		OFFICE OPERATIONS	22.95
	MOBILEGUARD, INC.		COMMUNITY SERVICES UNIT	22.95
	MOBILEGUARD, INC.		WATER QUAL TREATMENT	22.95
	MOBILEGUARD, INC.		CUSTODIAL SERVICES	22.95
	MOBILEGUARD, INC.		GENERAL SERVICES - OVERT	30.60
	MOBILEGUARD, INC.		LEGAL - PROSECUTION	38.25
	MOBILEGUARD, INC.		YOUTH SERVICES	38.25
	MOBILEGUARD, INC.		ENGR-GENL	45.90
	MOBILEGUARD, INC.		EXECUTIVE ADMIN	45.90
	MOBILEGUARD, INC.		STORM DRAINAGE	45.90
	MOBILEGUARD, INC.		POLICE INVESTIGATION	53.55
	MOBILEGUARD, INC.		DETENTION & CORRECTION	53.55
	MOBILEGUARD, INC.		WASTE WATER TREATMENT F	68.85
	MOBILEGUARD, INC.		COMPUTER SERVICES	86.95
	MOBILEGUARD, INC.		UTIL ADMIN	99.45
	MOBILEGUARD, INC.		POLICE ADMINISTRATION	107.10
	MOBILEGUARD, INC.		POLICE PATROL	382.50
141663	MOTOR TRUCKS	FILTERS	ER&R	234.60
141664	NATIONAL BARRICADE	NO PARKING SIGNS	TRANSPORTATION MANAGEM	1,863.35
141665	NAVIA BENEFIT	FLEX PLAN FEES - MAY 2020	PERSONNEL ADMINISTRATIO	166.00
141666	NCSI	VOLUNTEER BACKGROUND SCREENINGS - MAY 2020	PERSONNEL ADMINISTRATIO	37.00
	NCSI	EMPLOYMENT BACKGROUD SCREENING - MAY 2020	PERSONNEL ADMINISTRATIO	55.50
141667	NDIAYE, KASSEL & KAN	UB REFUND	WATER/SEWER OPERATION	209.26
141668	NORTH SOUND HOSE	1/4" FITTINGS	WATER DIST MAINS	24.28
141669	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER QUAL TREATMENT	902.00
141670	NURNBERG SCIENTIFIC	BUFFER	WATER QUAL TREATMENT	1,181.13
141671	NW SHIELD 4 LLC	UB REFUND 17808 31ST DR NE	WATER/SEWER OPERATION	189.30
141672	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	4.49
	OFFICE DEPOT		POLICE INVESTIGATION	5.89
	OFFICE DEPOT		POLICE PATROL	9.82
	OFFICE DEPOT		POLICE PATROL	17.70
	OFFICE DEPOT		UTIL ADMIN	18.02
	OFFICE DEPOT		ENGR-GENL	18.02
	OFFICE DEPOT		ENGR-GENL	19.67
	OFFICE DEPOT		EQUIPMENT RENTAL	22.48
	OFFICE DEPOT		UTIL ADMIN	25.67
	OFFICE DEPOT		ENGR-GENL	32.78
	OFFICE DEPOT		EQUIPMENT RENTAL	54.31
	OFFICE DEPOT		POLICE PATROL	69.93
	OFFICE DEPOT		POLICE INVESTIGATION	75.05
	OFFICE DEPOT		POLICE PATROL	197.77
	OFFICE DEPOT		POLICE PATROL	202.83
	OFFICE DEPOT		POLICE PATROL	229.40
141673	PARAMETRIX	PROFESSIONAL SERVICES	SURFACE WATER CAPITAL PF	86,918.25
141674	PARTS STORE, THE	WINDSHIELD WASHER FLUID PUMP	EQUIPMENT RENTAL	19.16
	PARTS STORE, THE	BRAKE PAD/ROTOR, FRONT WHEEL SEAL	EQUIPMENT RENTAL	208.57
	PARTS STORE, THE	ACCESS POWER RELAY	ER&R	265.29
141675	PARTSMASTER	TOOLS	EQUIPMENT RENTAL	72.37
141676	PASCOAL, TONY	EVENT CANCELLED REFUND	PARKS-RECREATION	125.00
141677	PENINSULA ENVIRO	HERBICIDE APPLICATION AND CHEMICAL COSTS	WASTE WATER TREATMENT F	2,841.80

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141678	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	9,224.38
	PGC INTERBAY LLC		MAINTENANCE	13,036.76
141679	PILCHUCK RENTALS	NUT TRIMMER (6)	SMALL ENGINE SHOP	49.05
	PILCHUCK RENTALS	BLADES	SMALL ENGINE SHOP	261.86
	PILCHUCK RENTALS	HONDA HANDLEBAR WEED EATERS (2)	STORM DRAINAGE	844.01
141680	PRO NAILS	CDBG CARES SMALL BUSINESS GRANT	COMMUNITY DEVELOPMENT-	10,000.00
141681	PUD	ACCT #200660439	STREET LIGHTING	20.49
	PUD	ACCT #204829691	STREET LIGHTING	31.68
	PUD	ACCT #221610405	STREET LIGHTING	31.87
	PUD	ACCT #203996343	STREET LIGHTING	51.61
	PUD	ACCT #220020531	STREET LIGHTING	326.31
	PUD	ACCT #201098969	PUMPING PLANT	589.07
141682	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG	12.12
	PUGET SOUND ENERGY	ACCT #220015485380	OPERA HOUSE	35.61
	PUGET SOUND ENERGY	ACCT #220015485703	OPERA HOUSE	35.61
	PUGET SOUND ENERGY	ACCT #220015485349	OPERA HOUSE	36.50
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	47.18
	PUGET SOUND ENERGY	ACCT #200024981520	COMMUNITY CENTER	49.83
	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	52.51
	PUGET SOUND ENERGY	ACCT #200023493808	CITY HALL	98.48
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	114.42
	PUGET SOUND ENERGY	ACCT #2200092074345	OPERA HOUSE	117.43
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	210.96
	PUGET SOUND ENERGY	ACCT #200010703029	PUBLIC SAFETY BLDG	232.20
141683	PUGET SOUND SECURITY	KEYS	POLICE PATROL	5.79
141684	SAFEWAY INC.	INMATE/JAIL SUPPLIES	DETENTION & CORRECTION	53.89
141685	SAMPSON, CRAIG	UB REFUND	WATER/SEWER OPERATION	23.69
141686	SCORE	INMATE MEDICAL - MARCH 2020	DETENTION & CORRECTION	473.02
141687	SHI INTERNATIONAL	OFFICE PRO PLUS 2019	POLICE PATROL	99.86
	SHI INTERNATIONAL		CUSTODIAL SERVICES	99.86
	SHI INTERNATIONAL		POLICE PATROL	99.86
	SHI INTERNATIONAL		SOLID WASTE OPERATIONS	99.86
	SHI INTERNATIONAL		EXECUTIVE ADMIN	99.86
	SHI INTERNATIONAL		FACILITY MAINTENANCE	99.86
	SHI INTERNATIONAL		POLICE PATROL	99.86
	SHI INTERNATIONAL		POLICE PATROL	99.86
	SHI INTERNATIONAL		POLICE PATROL	99.86
	SHI INTERNATIONAL		WASTE WATER TREATMENT F	99.86
	SHI INTERNATIONAL		WASTE WATER TREATMENT F	275.93
	SHI INTERNATIONAL		WATER DIST MAINS	275.93
	SHI INTERNATIONAL		WATER RESERVOIRS	291.01
	SHI INTERNATIONAL		WASTE WATER TREATMENT F	291.01
	SHI INTERNATIONAL		POLICE TRAINING-FIREARMS	401.69
	SHI INTERNATIONAL		GENERAL SERVICES - OVERF	401.69
	SHI INTERNATIONAL		TRANSPORTATION MANAGEM	401.69
	SHI INTERNATIONAL		STORM DRAINAGE	401.69
	SHI INTERNATIONAL		LEGAL - PROSECUTION	401.69
	SHI INTERNATIONAL		POLICE PATROL	501.54
	SHI INTERNATIONAL		POLICE PATROL	501.54
	SHI INTERNATIONAL		COMMUNITY SERVICES UNIT	501.54
	SHI INTERNATIONAL		CUSTODIAL SERVICES	501.54
	SHI INTERNATIONAL		LEGAL - PROSECUTION	501.54
141688	SHRED-IT US	MONTHLY SHREDDING SERVICES	PERSONNEL ADMINISTRATION	4.56
	SHRED-IT US		OFFICE OPERATIONS	59.28
141689	SIX ROBBLEES INC	HITCH RECEIVER REDUCER	EQUIPMENT RENTAL	20.21
141690	SNO CO FINANCE	BUILD UP OF #J061 & J063	EQUIPMENT RENTAL	3,087.98
	SNO CO FINANCE		EQUIPMENT RENTAL	3,320.66
141691	SNO CO PARKS & REC	SPONSOR PLAQUE	PARK & RECREATION FAC	25.00

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 6/11/2020 TO 6/17/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
141692	SNOHOMISH CO 911	DISPATCH SERVICES	COMMUNICATION CENTER	91,546.34
141693	SOLID WASTE SYSTEMS	UPPER CROSS PLATE WEAR PAD KIT	EQUIPMENT RENTAL	588.88
141694	SONITROL	CONFIDENCE TESTING - WWTP	WASTE WATER TREATMENT F	27.33
	SONITROL	MONITORING	NON-DEPARTMENTAL	134.00
	SONITROL		STORM DRAINAGE	143.00
	SONITROL		UTIL ADMIN	144.56
	SONITROL		COMMUNITY CENTER	154.96
	SONITROL		PUBLIC SAFETY BLDG	177.72
	SONITROL	CONFIDENCE TESTING - KBCC	COMMUNITY CENTER	218.60
	SONITROL	MONITORING	SUNNYSIDE FILTRATION PLAI	239.00
	SONITROL		OPERA HOUSE	277.00
	SONITROL		PARK & RECREATION FAC	287.04
	SONITROL		MAINT OF GENL PLANT	315.12
	SONITROL	CONFIDENCE TESTING - PW ADMIN	UTIL ADMIN	355.23
	SONITROL	MONITORING	CITY HALL	361.92
	SONITROL		WASTE WATER TREATMENT F	576.04
	SONITROL	CONFIDENCE TESTING - CITY HALL	CITY HALL	683.13
141695	STRATEGIES 360	PROFESSIONAL SERVICES - MAY 2020	GENERAL SERVICES - OVERH	1,050.00
	STRATEGIES 360		WASTE WATER TREATMENT F	1,050.00
	STRATEGIES 360		UTIL ADMIN	1,400.00
	STRATEGIES 360	PROFESSIONAL SERVICES - APRIL 2020	GENERAL SERVICES - OVERH	3,750.00
	STRATEGIES 360		WASTE WATER TREATMENT F	3,750.00
	STRATEGIES 360		UTIL ADMIN	5,000.00
141696	SUNRISE MASSAGE	CDBG CARES SMALL BUSINESS GRANT	COMMUNITY DEVELOPMENT-	10,000.00
141697	THYSSENKRUPP ELEVATO	MAINTENANCE - CITY HALL	CITY HALL	324.82
	THYSSENKRUPP ELEVATO	MAINTENANCE - PUBLIC SAFETY BUILDING	PUBLIC SAFETY BLDG	324.82
141698	TRANSPORTATION SOLUT	PROFESSIONAL SERVICES	GMA - STREET	5,609.25
	TRANSPORTATION SOLUT		GMA - STREET	19,388.34
141699	TRANSPORTATION, DEPT	PROJECT COSTS - APRIL 2020	GMA-PARKS	210.58
141700	TYLER TECHNOLOGIES	TCM IMPLEMENTATION	COMPUTER SERVICES	700.00
141701	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	30.24
	UNITED PARCEL SERVIC		POLICE PATROL	75.79
141702	UNIVERSAL FIELD	PROFESSIONAL SERVICES	GMA - STREET	1,023.24
141703	US MOWER	ROTARY HEAD BLADE/SIDE FLAIL KITS	ROADSIDE VEGETATION	307.89
	US MOWER		ROADSIDE VEGETATION	362.44
	US MOWER		ROADSIDE VEGETATION	734.57
141704	UTILITIES UNDERGROUN	EXCAVATION NOTIFICATIONS	UTILITY LOCATING	820.82
141705	WATCH SYSTEMS	OFFENDER WATCH	POLICE INVESTIGATION	187.55
141706	WAXIE SANITARY SUPPL	XL LATEX GLOVES	CUSTODIAL SERVICES	64.51
	WAXIE SANITARY SUPPL	WYPALL PAPER TOWELS	ER&R	68.82
	WAXIE SANITARY SUPPL		ER&R	68.82
	WAXIE SANITARY SUPPL		ER&R	137.63
141707	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	LEGAL-GENL	384.73
	WEST PAYMENT CENTER		LEGAL - PROSECUTION	384.73
141708	WSP USA INC	PROFESSIONAL SERVICES	GMA - STREET	220.58
	WSP USA INC		GMA - STREET	11,837.59
141709	ZIPLY FIBER	LOCAL AND LONG DISTANCE CHARGES	CITY CLERK	9.60
	ZIPLY FIBER		CRIME PREVENTION	9.60
	ZIPLY FIBER		COMMUNITY CENTER	9.60
	ZIPLY FIBER		SOLID WASTE CUSTOMER EX	9.60
	ZIPLY FIBER		GOLF ADMINISTRATION	9.60
	ZIPLY FIBER		PURCHASING/CENTRAL STOF	9.60
	ZIPLY FIBER		FACILITY MAINTENANCE	9.60
	ZIPLY FIBER		PROPERTY TASK FORCE	19.19
	ZIPLY FIBER		WATER QUAL TREATMENT	28.79
	ZIPLY FIBER		RECREATION SERVICES	38.38
	ZIPLY FIBER		LEGAL-GENL	38.38
	ZIPLY FIBER		PERSONNEL ADMINISTRATIOI	38.38

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 6/11/2020 TO 6/17/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
141709	ZIPLY FIBER	LOCAL AND LONG DISTANCE CHARGES	GENERAL SERVICES - OVERF	38.38
	ZIPLY FIBER		STORM DRAINAGE	38.38
	ZIPLY FIBER		COMMUNITY SERVICES UNIT	38.39
	ZIPLY FIBER		LEGAL - PROSECUTION	47.98
	ZIPLY FIBER		YOUTH SERVICES	47.98
	ZIPLY FIBER		EQUIPMENT RENTAL	47.98
	ZIPLY FIBER		FINANCE-GENL	57.57
	ZIPLY FIBER		PARK & RECREATION FAC	57.57
	ZIPLY FIBER		COMPUTER SERVICES	67.13
	ZIPLY FIBER		UTILITY BILLING	67.17
	ZIPLY FIBER	ACCT #3606585292	PERSONNEL ADMINISTRATIO	72.04
	ZIPLY FIBER	LOCAL AND LONG DISTANCE CHARGES	POLICE INVESTIGATION	76.76
	ZIPLY FIBER		EXECUTIVE ADMIN	86.36
	ZIPLY FIBER		POLICE ADMINISTRATION	86.36
	ZIPLY FIBER		WASTE WATER TREATMENT F	86.36
	ZIPLY FIBER		OFFICE OPERATIONS	105.55
	ZIPLY FIBER	ACCT #3606575532	OPERA HOUSE	112.27
	ZIPLY FIBER	LOCAL AND LONG DISTANCE CHARGES	MUNICIPAL COURTS	115.14
	ZIPLY FIBER		ENGR-GENL	163.12
	ZIPLY FIBER		DETENTION & CORRECTION	163.12
	ZIPLY FIBER		UTIL ADMIN	172.72
	ZIPLY FIBER		COMMUNITY DEVELOPMENT-	201.50
	ZIPLY FIBER	ACCT #3606585292	MUNICIPAL COURTS	288.14
	ZIPLY FIBER	LOCAL AND LONG DISTANCE CHARGES	POLICE PATROL	470.17

WARRANT TOTAL: 1,569,234.70

REASON FOR VOIDS:
 INITIATOR ERROR
 CHECK LOST/DAMAGED
 UNCLAIMED PROPERTY

Index #2

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July, 13th 2020

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

RECOMMENDED ACTION: The Finance and Executive Departments recommend City Council approve the June 25, 2020 payroll in the amount \$1,677,729.20, paid by EFT Transactions and Check No.'s 33127 through 33146.
COUNCIL ACTION:

Index #3

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 13, 2020

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 June 24, 2020 claims in the amount of \$4,713,724.57 paid by EFT transactions and Check No.'s 141710 through 141830 with Check No.'s 140628, 140649, 140650 & 140508 voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-6

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 **\$4,713,724.57 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 141710 THROUGH 141830 WITH CHECK NO.'S 140628, 140649, 140650 & 140508 VOIDED** 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 **13TH DAY OF JULY 2020**.

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/18/2020 TO 6/24/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
141710	PREMERA BLUE CROSS	PREMERA CLAIMS PAID 6/7-6/13/20	MEDICAL CLAIMS	31,590.40
141711	REVENUE, DEPT OF	EXCISE TAX - MAY 2020	CITY CLERK	0.24
	REVENUE, DEPT OF		GENERAL FUND	12.98
	REVENUE, DEPT OF		POLICE ADMINISTRATION	21.56
	REVENUE, DEPT OF		WATER/SEWER OPERATION	24.53
	REVENUE, DEPT OF		CITY STREETS	53.28
	REVENUE, DEPT OF		GOLF ADMINISTRATION	899.62
	REVENUE, DEPT OF		STORM DRAINAGE	6,506.10
	REVENUE, DEPT OF		GOLF COURSE	17,907.25
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	23,658.64
	REVENUE, DEPT OF		UTIL ADMIN	62,463.08
141712	BENEFIT COORDINATORS	JULY 2020 DENT/ADMIN/VISION/MEDICAL PREMEDICAL CLAIMS		128,387.39
141713	LYDIG CONSTRUCTION	CIVIC CENTER APPLICATION FOR PAYMENT 5	CAPITAL EXPENDITURES	3,003,112.59
141714	SCARSELLA BROS	PAY ESTIMATE #12	GMA - STREET	716,506.58
141715	PREMERA BLUE CROSS	PREMERA CLAIMS PAID 6/14-6/20/20	MEDICAL CLAIMS	64,380.77
141716	A1 AUTOGLASS	CDBG CARES SMALL BUSINESS GRANT	COMMUNITY DEVELOPMENT-	5,000.00
141717	AM TEST INC	BIOSOLIDS ANALYSIS - REMOVAL 2020	WASTE WATER TREATMENT F	790.00
	AM TEST INC		WASTE WATER TREATMENT F	1,105.00
141718	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	6.44
	AMAZON CAPITAL		POLICE INVESTIGATION	10.54
	AMAZON CAPITAL	DISPENSER PUMPS FOR HAND SANITIZER	UTIL ADMIN	13.16
	AMAZON CAPITAL	OFFICE SUPPLIES	LEGAL - PROSECUTION	29.50
	AMAZON CAPITAL	TRIPOD	OPERA HOUSE	43.71
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	46.33
	AMAZON CAPITAL	OVERBOARD WATERPROOF IPAD CASE - GIS	ENGR-GENL	52.41
	AMAZON CAPITAL	4 PANEL ROOM DIVIDER	NON-DEPARTMENTAL	54.64
	AMAZON CAPITAL	SUPPLIES FOR SUMMER CAMPS	NON-DEPARTMENTAL	54.64
	AMAZON CAPITAL	HAND SANITIZER	POLICE PATROL	67.66
	AMAZON CAPITAL		POLICE PATROL	68.75
	AMAZON CAPITAL	DISPOSABLE MASKS	PUBLIC HEALTH EXPENSE	87.40
	AMAZON CAPITAL	(2) LOGITECH WEB CAMS	WASTE WATER TREATMENT F	118.02
	AMAZON CAPITAL	HAND SANITIZER	NON-DEPARTMENTAL	136.59
	AMAZON CAPITAL	SUMMER CAMP SUPPLIES	NON-DEPARTMENTAL	163.92
	AMAZON CAPITAL	SANITIZING WIPES	POLICE PATROL	196.65
	AMAZON CAPITAL	PORTABLE COMPUTER MONITOR	TRANSPORTATION MANAGEM	203.29
	AMAZON CAPITAL	SUPPLIES FOR SUMMER CAMPS	RECREATION SERVICES	281.78
	AMAZON CAPITAL	PURELL 4OZ, NITRILE GLOVES	ER&R	721.35
	AMAZON CAPITAL	COVID-19 SUPPLIES	COMMUNITY DEVELOPMENT-	1,682.87
141719	ANDERSON FIREPLACE	REFUND	NON-BUS LICENSES AND PEF	90.00
141720	APEX HYDROVAC TOOLS	ALUMINUM VACTOR TUBES, CATCH BASINS	STORM DRAINAGE	877.68
141721	ARAMARK UNIFORM	UNIFORM CLEANING	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	56.66
	ARAMARK UNIFORM		EQUIPMENT RENTAL	56.66
141722	ARTISTS GUILD, GREAT	EVENT CANCELLATION REFUND	PARKS-RECREATION	60.00
141723	BANK OF AMERICA	SUPPLY REIMBURSEMENT	GENERAL FUND	-5.11
	BANK OF AMERICA		ENGR-GENL	61.75
141724	BANK OF AMERICA	EMPLOYEE APPRECIATION	PERSONNEL ADMINISTRATION	84.88
141725	BANK OF AMERICA	SHELF	OPERA HOUSE	109.09
141726	BANK OF AMERICA	MEAL REIMBURSEMENT	PERSONNEL ADMINISTRATION	197.27
141727	BANK OF AMERICA	OFFICE SUPPLIES	LEGAL - PROSECUTION	248.53
141728	BANK OF AMERICA	SUPPLY REIMBURSEMENT	COMMUNITY DEVELOPMENT-	109.82
	BANK OF AMERICA		COMMUNITY DEVELOPMENT-	178.69
141729	BANK OF AMERICA	SUPPLY/MEETING REIMBURSEMENT	WATER/SEWER OPERATION	-20.45
	BANK OF AMERICA		UTIL ADMIN	106.33
	BANK OF AMERICA		UTIL ADMIN	240.35
141730	BANK OF AMERICA	SUPPLY REIMBURSEMENT	POLICE PATROL	114.75
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	331.69

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/18/2020 TO 6/24/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
141731	BANK OF AMERICA	SUPPLY REIMBURSEMENT	GENERAL FUND	-45.48
	BANK OF AMERICA		DETENTION & CORRECTION	69.93
	BANK OF AMERICA		POLICE ADMINISTRATION	534.48
141732	BANK OF AMERICA	ADVERTISING REIMBURSEMENT	UTIL ADMIN	749.00
141733	BANK OF AMERICA	EMBEDDED SOCIAL WORKER	EMBEDDED SOCIAL WORKER	567.86
	BANK OF AMERICA		EMBEDDED SOCIAL WORKER	601.63
141734	BANK OF AMERICA	SUPPLY REIMBURSEMENT	FINANCE-GENL	8.95
	BANK OF AMERICA		COMPUTER SERVICES	31.51
	BANK OF AMERICA		COMPUTER SERVICES	50.90
	BANK OF AMERICA		COMPUTER SERVICES	489.37
	BANK OF AMERICA		NON-DEPARTMENTAL	3,802.57
141735	BICKFORD FORD	PARK BRAKE WARNING SWITCH	EQUIPMENT RENTAL	34.13
	BICKFORD FORD	REAR BRAKE ROTORS	ER&R	91.72
	BICKFORD FORD	REPLACED DEFECTIVE EMISSIONS PURGE VALVE	EQUIPMENT RENTAL	626.16
141736	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	3,073.28
141737	BOYLE, KRISTIN	UB REFUND	WATER/SEWER OPERATION	58.59
141738	BRIM TRACTOR	CORRECTION ON SALES TAX	EQUIPMENT RENTAL	-15.12
	BRIM TRACTOR	DRIVE AXLE WHEEL/RIM (2)	EQUIPMENT RENTAL	2,754.36
141739	BRY'S TV AND APPLIAN	TEMP CONSTRUCTION EASEMENT	GMA - STREET	125.00
141740	BUCHHOLZ, MEGAN	EVENT CANCELLATION REFUND	PARKS-RECREATION	4.00
	BUCHHOLZ, MEGAN		PARKS-RECREATION	10.00
	BUCHHOLZ, MEGAN		PARKS-RECREATION	70.00
141741	CASCADE COLUMBIA	PAX-XL8 44,820 LBS	WASTE WATER TREATMENT F	12,911.24
141742	CASCADE RECREATION	SWING SEAT/HARNESS REPLACEMENT	PARK & RECREATION FAC	1,678.85
141743	CASCADE SEPTIC, LLC	PUMP/CLEAN PORTABLES FOR APRIL-JUNE 2020	SOURCE OF SUPPLY	327.00
141744	CATHOLIC COMMUNITY	CCS - CHORE SERVICES MAY	COMMUNITY DEVELOPMENT-	709.41
141745	CENTRAL WELDING SUPP	VEST SURVEYOR MESH	ER&R	22.95
	CENTRAL WELDING SUPP	REPLACEMENT ASPHALT LUTE 36" HEAD	ER&R	141.00
	CENTRAL WELDING SUPP	(4) BOXES KN95 RESPIRATOR MASKS	FACILITY MAINTENANCE	741.05
141746	COASTAL FARM & HOME	REPLACEMENT JEANS (1) - HEATHER KINNEY	TRANSPORTATION MANAGEM	54.60
	COASTAL FARM & HOME	REPLACEMENT JEANS (2) - HEATHER KINNEY	TRANSPORTATION MANAGEM	113.58
	COASTAL FARM & HOME	REPLACEMENT JEANS (3) - SHANE FREEMAN	UTIL ADMIN	214.18
	COASTAL FARM & HOME	BOOTS & JEANS - COREY WATSON	COMMUNITY DEVELOPMENT-	253.48
141747	CODE PUBLISHING	ANNUAL WEB FEES	CITY CLERK	480.00
141748	COMCAST	CABLE SERVICE AT KBCC	COMMUNITY CENTER	46.03
	COMCAST	ACCT #8498310020341322	COMPUTER SERVICES	286.24
141749	COMMERCIAL FIRE	SERVICE/TAG FIRE EXTINGUISHERS	ER&R	272.79
	COMMERCIAL FIRE	5# FIRE EXTINGUISHERS & VEHICLE BRACKETS	ER&R	678.36
141750	COOP SUPPLY	5 GAL GAS CANS, FLEX SPONGE	STORM DRAINAGE	78.66
141751	CORE & MAIN LP	1730X18 BOX, 1730X12 BOX, LIDS	WATER DIST MAINS	598.19
	CORE & MAIN LP	LIDS, METER BOXES	WATER SERVICE INSTALL	999.44
141752	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	1,422.25
141753	DB JOHNSON CONSTRUCT	RECOVERY CONTRACT # 267	WATER-UTILITIES/ENVIRONM	-50.00
	DB JOHNSON CONSTRUCT	RECOVERY CONTRACT # 268	WATER-UTILITIES/ENVIRONM	-50.00
	DB JOHNSON CONSTRUCT	RECOVERY CONTRACT # 267	WATER/SEWER OPERATION	7,187.40
	DB JOHNSON CONSTRUCT	RECOVERY CONTRACT # 268	WATER/SEWER OPERATION	8,058.60
141754	DELL	MONITOR	LEGAL - PROSECUTION	206.78
	DELL	FILE SERVER REPLACEMENT	IS REPLACEMENT ACCOUNTS	7,024.46
	DELL	REPLACEMENT LAPTOPS	NON-DEPARTMENTAL	27,461.28
141755	DEMAREST, STEVE	UB REFUND	WATER/SEWER OPERATION	18.10
141756	DICKS TOWING	TOWING EXPENSE	POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	95.64
	DICKS TOWING		EQUIPMENT RENTAL	929.60
	DICKS TOWING		EQUIPMENT RENTAL	929.60
141757	DK SYSTEMS, INC.	LABOR	PUBLIC SAFETY BLDG	284.18

**CITY OF MARYSVILLE
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FOR INVOICES FROM 6/18/2020 TO 6/24/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
141774	GALLS, LLC	UNIFORMS - KITCHENS	POLICE PATROL	86.02
	GALLS, LLC	UNIFORMS - BUELL, N	DETENTION & CORRECTION	103.23
	GALLS, LLC	UNIFORMS - COCHRAN	POLICE PATROL	103.23
	GALLS, LLC	UNIFORMS - KITCHENS	POLICE PATROL	103.23
	GALLS, LLC	UNIFORMS - TAYLOR	POLICE PATROL	103.23
	GALLS, LLC	UNIFORM - COCHRAN	POLICE PATROL	202.61
	GALLS, LLC	EAR MOLDS	POLICE PATROL	387.37
	GALLS, LLC	EAR MICS	POLICE PATROL	1,303.08
141775	GENERAL PACIFIC, INC	KN95 MASKS	FACILITY MAINTENANCE	1,676.66
141776	GEOENGINEERS, INC.	PROFESSIONAL SERVICES	STORM DRAINAGE	7,051.25
141777	GEOTEST SERVICES INC		GMA - STREET	1,240.80
	GEOTEST SERVICES INC	PAYMENT APPLICATION #4	CAPITAL EXPENDITURES	51,345.00
141778	GOLDSTREET DESIGN	PRINTING & PDF FORMAT OF WATER QUALITY REPORT 2020	WASTE WATER TREATMENT F	1,025.79
141779	GOVCONNECTION INC	SURFACE CASE	LEGAL - PROSECUTION	141.69
	GOVCONNECTION INC	NUTANIX NODE ADDITION	COMPUTER SERVICES	217.77
	GOVCONNECTION INC	SMART UPS	SEWER LIFT STATION	315.82
	GOVCONNECTION INC	SURFACE PRO	LEGAL - PROSECUTION	991.88
	GOVCONNECTION INC	WORKSPACE ONE - AIR WATCH RENEWAL	COMPUTER SERVICES	5,365.14
	GOVCONNECTION INC	BARRACUDA ARCHIVER	COMPUTER SERVICES	9,223.24
141780	GRAINGER	FITTINGS, QUICK CONNECTS, TOOLS	WASTE WATER TREATMENT F	745.47
141781	GRANITE CONST	4.73 TONS 1/2" HMA	ROADWAY MAINTENANCE	311.61
	GRANITE CONST	.11 TONS CSS-1, 7.21 TONS 1/2" HMA	ROADWAY MAINTENANCE	553.50
	GRANITE CONST	8.66 TONS 1/2" HMA	ROADWAY MAINTENANCE	570.52
141782	GRAVITY PAYMENTS	PROFESSIONAL SERVICES	UTILITY BILLING	8,588.45
141783	GREENHAUS PORTABLE	PORTABLE RESTROOMS	COMMUNITY EVENTS	325.00
141784	GREENSHIELDS	ADAPTER, SOCKET, TIE DOWN	EQUIPMENT RENTAL	103.06
	GREENSHIELDS	PRESSURE WASHER HOSE ASSEMBLIES, TIPS	MAINT OF GENL PLANT	158.66
	GREENSHIELDS	HOSES	EQUIPMENT RENTAL	889.03
141785	GRITTON, RANDY	ACTIVITY CANCELLATION REFUND	PARKS-RECREATION	50.00
141786	HACH COMPANY	DESICCANT CARTIDGE	WATER QUAL TREATMENT	43.72
141787	HD FOWLER COMPANY	PVC COUPLINGS	STORM DRAINAGE	1.37
	HD FOWLER COMPANY	ADAPTERS, UNIONS, ELBOWS	STORM DRAINAGE	54.73
	HD FOWLER COMPANY	ROUND COVERS, ROUND VALVE BOXES	PARK & RECREATION FAC	72.55
	HD FOWLER COMPANY	HYDRANT WRENCH/SPINNER COMBO, ADAPTER	WATER	92.05
	HD FOWLER COMPANY	4" ADJUSTABLE NOZZLE TREE ULTRA HUNTER	PARK & RECREATION FAC	279.26
	HD FOWLER COMPANY	HYDRANT WRENCH/SPINNER COMBO, ADAPTER	WATER/SEWER OPERATION	464.25
	HD FOWLER COMPANY	11"X18" METER BOXES, LIDS	WATER SERVICES	813.97
	HD FOWLER COMPANY	12" GROUND LINE EXTENSION KIT	HYDRANTS	875.28
	HD FOWLER COMPANY	PARTS FOR WATER SERVICE TAPS	WATER SERVICES	4,580.36
141788	HDR ENGINEERING	PROFESSIONAL SERVICES	GMA - STREET	143,355.15
141789	HEWLETT PACKARD	PRINTER CHARGES	LEGAL - PROSECUTION	0.06
	HEWLETT PACKARD		PERSONNEL ADMINISTRATIO	1.64
	HEWLETT PACKARD		SEWER MAIN COLLECTION	3.97
	HEWLETT PACKARD		STORM DRAINAGE	3.97
	HEWLETT PACKARD		UTIL ADMIN	9.82
	HEWLETT PACKARD		PARK & RECREATION FAC	12.55
	HEWLETT PACKARD		WATER QUAL TREATMENT	19.43
	HEWLETT PACKARD		COMMUNITY SERVICES UNIT	20.47
	HEWLETT PACKARD		CITY CLERK	60.79
	HEWLETT PACKARD		FINANCE-GENL	60.79
	HEWLETT PACKARD		WASTE WATER TREATMENT F	61.28
	HEWLETT PACKARD		MUNICIPAL COURTS	93.61
	HEWLETT PACKARD		UTILITY BILLING	97.86
	HEWLETT PACKARD		COMPUTER SERVICES	310.42
141790	HOLIDAY, CASEY	UB REFUND	WATER/SEWER OPERATION	8.04
141791	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	13.32
	HOME DEPOT USA		CUSTODIAL SERVICES	38.78
	HOME DEPOT USA		CUSTODIAL SERVICES	39.35

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/18/2020 TO 6/24/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
141791	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	43.84
	HOME DEPOT USA		CUSTODIAL SERVICES	66.62
	HOME DEPOT USA		CUSTODIAL SERVICES	69.41
	HOME DEPOT USA		MAINTENANCE	72.67
	HOME DEPOT USA		CUSTODIAL SERVICES	117.50
	HOME DEPOT USA		CUSTODIAL SERVICES	117.98
	HOME DEPOT USA		CUSTODIAL SERVICES	159.88
	HOME DEPOT USA		CUSTODIAL SERVICES	329.47
	HOME DEPOT USA	WET/DRY VACUUM	CUSTODIAL SERVICES	396.29
141792	KENNEDY/JENKS CONSUL	PROFESSIONAL SERVICES	NON-DEPARTMENTAL	1,268.68
141793	LAB/COR, INC.	LAB ANALYSIS	STORM DRAINAGE	240.00
141794	LASTING IMPRESSIONS	BAGS FOR OPENING KITS	NON-DEPARTMENTAL	505.36
	LASTING IMPRESSIONS	T-SHIRTS, SWEATSHIRTS WITH CITY LOGO	ER&R	1,983.19
	LASTING IMPRESSIONS	FLOOR DECALS	NON-DEPARTMENTAL	3,266.98
141795	LAYTON TREE CONSULT	PROFESSIONAL SERVICES	FORESTRY MAINTENANCE	659.65
141796	LES SCHWAB TIRE CTR	SERVICE CALL	EQUIPMENT RENTAL	120.22
	LES SCHWAB TIRE CTR	TRAILER TIRES	EQUIPMENT RENTAL	487.27
	LES SCHWAB TIRE CTR	DRIVE AXLE AND STEER AXLE TIRES	EQUIPMENT RENTAL	4,949.13
141797	LGI HOMES	UB REFUND 8603 55TH PL NE 98270	WATER/SEWER OPERATION	49.92
141798	LINDSEY, TELITHA	EVENT CANCELLATION REFUND	PARKS-RECREATION	75.00
141799	LOOMIS	ARMORED CAR SERVICE	COMMUNITY DEVELOPMENT-	122.33
	LOOMIS		UTIL ADMIN	122.33
	LOOMIS		UTILITY BILLING	244.66
	LOOMIS		MUNICIPAL COURTS	451.93
	LOOMIS		POLICE ADMINISTRATION	483.59
141800	LOWES HIW INC	WORX PEGASUS W/TWO CLAMP, POP UP SHOE	SOURCE OF SUPPLY	122.93
	LOWES HIW INC		WASTE WATER TREATMENT F	122.93
141801	LUND, BRANDON	UB REFUND	WATER/SEWER OPERATION	104.83
141802	MALLAND, RHONDA	EVENT CANCELLATION REFUND	PARKS-RECREATION	10.00
	MALLAND, RHONDA		PARKS-RECREATION	40.00
141803	MARYSVILLE FIRE	INMATE TRANSPORT	DETENTION & CORRECTION	383.13
141804	MARYSVILLE PRINTING	LOGO LABELS FOR BAGS	NON-DEPARTMENTAL	94.54
	MARYSVILLE PRINTING	PRINTING SERVICES	NON-DEPARTMENTAL	475.46
141805	MARYSVILLE, CITY OF	UTILITY CHARGES - 1635 GROVE ST	PUBLIC SAFETY BLDG	2,534.81
141806	MAYES TESTING ENGINE	PROFESSIONAL SERVICES	GMA - STREET	2,083.40
141807	METAL WERKS INC	FORK LIFT RENTAL	GMA - STREET	1,375.31
141808	MINNICK, DREW	UB REFUND	WATER/SEWER OPERATION	88.35
141809	MOTOR TRUCKS	DRAIN VALVES, FUEL FILTERS	ER&R	366.57
141810	MOUNTAIN MIST	WATER COOLER AND BOTTLED WATER	WASTE WATER TREATMENT F	7.28
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	7.29
	MOUNTAIN MIST		SEWER MAIN COLLECTION	7.29
	MOUNTAIN MIST		SEWER MAIN COLLECTION	8.01
	MOUNTAIN MIST		WASTE WATER TREATMENT F	8.02
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	8.02
141811	NEGRON, DAVID	PER DIEM FOR TRAINING 7/5-7/10/20	SWAT TEAM	106.50
141812	NORTH COAST ELECTRIC	NETWORK ADAPTER, DIGITAL & ANALOG INPUT	PUMPS PLANT	1,232.97
141813	NORTH COUNTY OUTLOOK	CONGRATULATIONS ADVERTISEMENT	EXECUTIVE ADMIN	300.00
141814	NORTH SOUND EMERG	INMATE EMERGENCY CARE	DETENTION & CORRECTION	1,186.00
141815	NORTHWESTERN AUTO	VEHICLE REPAIR	EQUIPMENT RENTAL	2,368.31
141816	NURNBERG SCIENTIFIC	ELECTRODE BUFFER PH4	WATER QUAL TREATMENT	722.26
141817	NW SIGN & DESIGN	SNEEZE GUARDS STANDARD SIZE	UTIL ADMIN	528.99
141818	OFFICE DEPOT	OFFICE SUPPLIES	FINANCE-GENL	2.99
	OFFICE DEPOT		EXECUTIVE ADMIN	74.97
	OFFICE DEPOT		FINANCE-GENL	113.64
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	118.99
	OFFICE DEPOT		CITY CLERK	127.17
	OFFICE DEPOT		POLICE PATROL	233.27
141819	ORR, MICHAEL	EVENT CANCELLATION REFUND	PARKS-RECREATION	10.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/18/2020 TO 6/24/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
141819	ORR, MICHAEL	EVENT CANCELLATION REFUND	PARKS-RECREATION	40.00
141820	ORRISS, FAITH		PARKS-RECREATION	7.00
	ORRISS, FAITH		PARKS-RECREATION	21.00
141821	PACIFIC DUST CONTROL	MAGNESIUM CHLORIDE DIST CONTROL APPL	GENERAL CAPITAL PROJECTS	9,793.28
141822	PACIFIC GOLF & TURF	AIR/OIL FILTERS, ANTI FREEZE	SMALL ENGINE SHOP	68.46
	PACIFIC GOLF & TURF	60" MULCH BLADES	SMALL ENGINE SHOP	98.38
	PACIFIC GOLF & TURF	60" V-BELTS, 60" MULCH BLADES	SMALL ENGINE SHOP	373.86
	PACIFIC GOLF & TURF	GRASS MULCHING ATTACHMENT	SMALL ENGINE SHOP	457.44
141823	PACIFIC POWER GROUP	GENERATOR MAINTENANCE	SUNNYSIDE FILTRATION PLANT	1,260.23
	PACIFIC POWER GROUP		WATER FILTRATION PLANT	1,339.33
	PACIFIC POWER GROUP		WATER FILTRATION PLANT	1,542.44
	PACIFIC POWER GROUP		WATER FILTRATION PLANT	2,057.03
	PACIFIC POWER GROUP		SUNNYSIDE FILTRATION PLANT	2,057.03
141824	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	275.40
141825	PUD	ACCT #201142098	PARK & RECREATION FAC	8.64
	PUD	ACCT #201346665	SEWER LIFT STATION	16.44
	PUD	ACCT #204259469	TRAFFIC CONTROL DEVICES	16.44
	PUD	ACCT #204260343	TRAFFIC CONTROL DEVICES	16.44
	PUD	ACCT #204262620	TRAFFIC CONTROL DEVICES	16.44
	PUD	ACCT #205481823	GOLF ADMINISTRATION	16.44
	PUD	ACCT #205136245	SEWER LIFT STATION	18.55
	PUD	ACCT #202461026	MAINT OF GENL PLANT	18.71
	PUD	ACCT #202461034	UTIL ADMIN	18.90
	PUD	ACCT #205195373	PARK & RECREATION FAC	19.28
	PUD	ACCT #202011813	PUMPING PLANT	19.66
	PUD	ACCT #202031134	PUMPING PLANT	20.03
	PUD	ACCT #200973956	SEWER LIFT STATION	21.07
	PUD	ACCT #203569751	STORM DRAINAGE	25.53
	PUD	ACCT #200501617	TRANSPORTATION MANAGEM	28.00
	PUD	ACCT #200061463	PARK & RECREATION FAC	30.57
	PUD	ACCT #201142155	TRANSPORTATION MANAGEM	33.96
	PUD	ACCT #202426482	PUBLIC SAFETY BLDG	36.37
	PUD	ACCT #202794657	TRANSPORTATION MANAGEM	41.40
	PUD	ACCT #200448801	TRANSPORTATION MANAGEM	43.75
	PUD	ACCT #203199732	TRANSPORTATION MANAGEM	48.60
	PUD	ACCT #203500020	STREET LIGHTING	48.67
	PUD	ACCT #202294245	SEWER LIFT STATION	49.52
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	50.57
	PUD	ACCT #203430897	STREET LIGHTING	51.25
	PUD	ACCT #201021698	PARK & RECREATION FAC	54.31
	PUD	ACCT #202368544	TRANSPORTATION MANAGEM	60.94
	PUD	ACCT #202288585	TRANSPORTATION MANAGEM	63.42
	PUD	ACCT #221115934	MAINT OF GENL PLANT	69.13
	PUD	ACCT #202524690	PUMPING PLANT	69.67
	PUD	ACCT #202000329	PARK & RECREATION FAC	79.26
	PUD	ACCT #201909637	SEWER LIFT STATION	80.65
	PUD	ACCT #200625382	SEWER LIFT STATION	81.65
	PUD	ACCT #220681340	STORM DRAINAGE	85.25
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	91.69
	PUD	ACCT #202368551	PARK & RECREATION FAC	91.89
	PUD	ACCT #202303301	SEWER LIFT STATION	92.65
	PUD	ACCT #201628880	WASTE WATER TREATMENT F	100.15
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	110.48
	PUD	ACCT #203291216	GENERAL SERVICES - OVERH	111.22
	PUD	ACCT #221192545	PUBLIC SAFETY BLDG	163.53
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	174.75
	PUD	ACCT #201247699	STREET LIGHTING	195.36
	PUD	ACCT #222025900	PUMPING PLANT	198.47

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/18/2020 TO 6/24/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
141825	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	203.90
	PUD	ACCT #200223857	PARK & RECREATION FAC	204.95
	PUD	ACCT #201021607	PARK & RECREATION FAC	229.81
	PUD	ACCT #201675634	WASTE WATER TREATMENT F	449.45
	PUD	ACCT #202177333	MAINT OF GENL PLANT	521.59
	PUD	ACCT #220824148	WASTE WATER TREATMENT F	567.77
	PUD	ACCT #200303477	WATER FILTRATION PLANT	900.62
	PUD	ACCT #200021871	COURT FACILITIES	946.45
	PUD	ACCT #201617479	CITY HALL	1,007.19
	PUD	ACCT #200824548	MAINT OF GENL PLANT	1,404.98
	PUD	ACCT #201639689	MAINT OF GENL PLANT	1,639.58
	PUD	ACCT #201587284	WASTE WATER TREATMENT F	1,789.72
	PUD	ACCT #201463031	PUBLIC SAFETY BLDG	2,970.27
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION PLAI	3,567.84
	PUD	ACCT #201577921	PUMPING PLANT	5,942.35
	PUD	ACCT #202075008	WASTE WATER TREATMENT F	7,956.89
	PUD	ACCT #201420635	WASTE WATER TREATMENT F	11,462.98
	PUD	ACCT #201721180	WASTE WATER TREATMENT F	20,020.41
141826	ROBINSON, JOHN	UB REFUND	WATER/SEWER OPERATION	24.59
141827	STOMPRO, GARY		WATER/SEWER OPERATION	104.99
141828	UNITED PARCEL SERVIC	SHIPPING EXPENSE & LATE FEE	POLICE PATROL	22.38
	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	34.83
141829	WIGGINS, DEWITT	UB REFUND	WATER/SEWER OPERATION	62.23
141830	ZIPLY FIBER	ACCT #3606589493	POLICE INVESTIGATION	29.34
	ZIPLY FIBER		RECREATION SERVICES	29.34
	ZIPLY FIBER	ACCT #3606515033	EXECUTIVE ADMIN	36.42
	ZIPLY FIBER	ACCT #3606577495	STREET LIGHTING	44.62
	ZIPLY FIBER	ACCT #3606583635	UTIL ADMIN	54.97
	ZIPLY FIBER		COMMUNITY DEVELOPMENT-	54.97
	ZIPLY FIBER	ACCT #3606588575	STORM DRAINAGE	57.28
	ZIPLY FIBER	ACCT #3606583136	MUNICIPAL COURTS	73.31
	ZIPLY FIBER	ACCT #3606582766	MUNICIPAL COURTS	87.19
	ZIPLY FIBER	ACCT #4253357893	SUNNYSIDE FILTRATION PLAI	212.09

WARRANT TOTAL: 4,714,148.57

REASON FOR VOIDS:
 INITIATOR ERROR
 CHECK LOST/DAMAGED
 UNCLAIMED PROPERTY

CHECK #140628 INITIATOR ERROR (100.00)
 CHECK #140649 INITIATOR ERROR (100.00)
 CHECK #140650 INITIATOR ERROR (56.00)
 CHECK #140508 INITIATOR ERROR (168.00)

4,713,724.57

Index #4

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 13, 2020

AGENDA ITEM:	
Contract Award – Olympic View Park	
PREPARED BY:	DIRECTOR APPROVAL:
Adam Benton, Project Engineer	
DEPARTMENT:	
Public Works, Engineering	
ATTACHMENTS:	
Certified Bid Tab, Vicinity Map	
BUDGET CODE:	AMOUNT:
31000076.5630000, P1801	\$X
SUMMARY:	

The Olympic View Park project will include the development of approximately three acres of the upland site for parking, a restroom, a small picnic shelter, a play area with embankment slide, landscaping, interpretive signage and ADA access to the Ebey Waterfront Trail and Qwuloolt Estuary. The park requires steep slope protection and erosion control measures and construction of unit block retaining walls. The project includes an asphalt entry drive and sidewalk within the 59th Ave right-of-way, an asphalt parking lot with hammerhead turnaround, concrete plazas, stormwater management facilities, utility extensions, trails and sidewalks and other miscellaneous work.

The project is funded in part by Recreation Conservation Office (RCO) WWRP Local Parks grant funding.

The project was advertised for a June 30, 2020 bid opening. The City received X bids as shown on the attached bid tabulation. The low bidder was X at \$X. The engineer's estimate is \$X. References have been checked and found to be satisfactory.

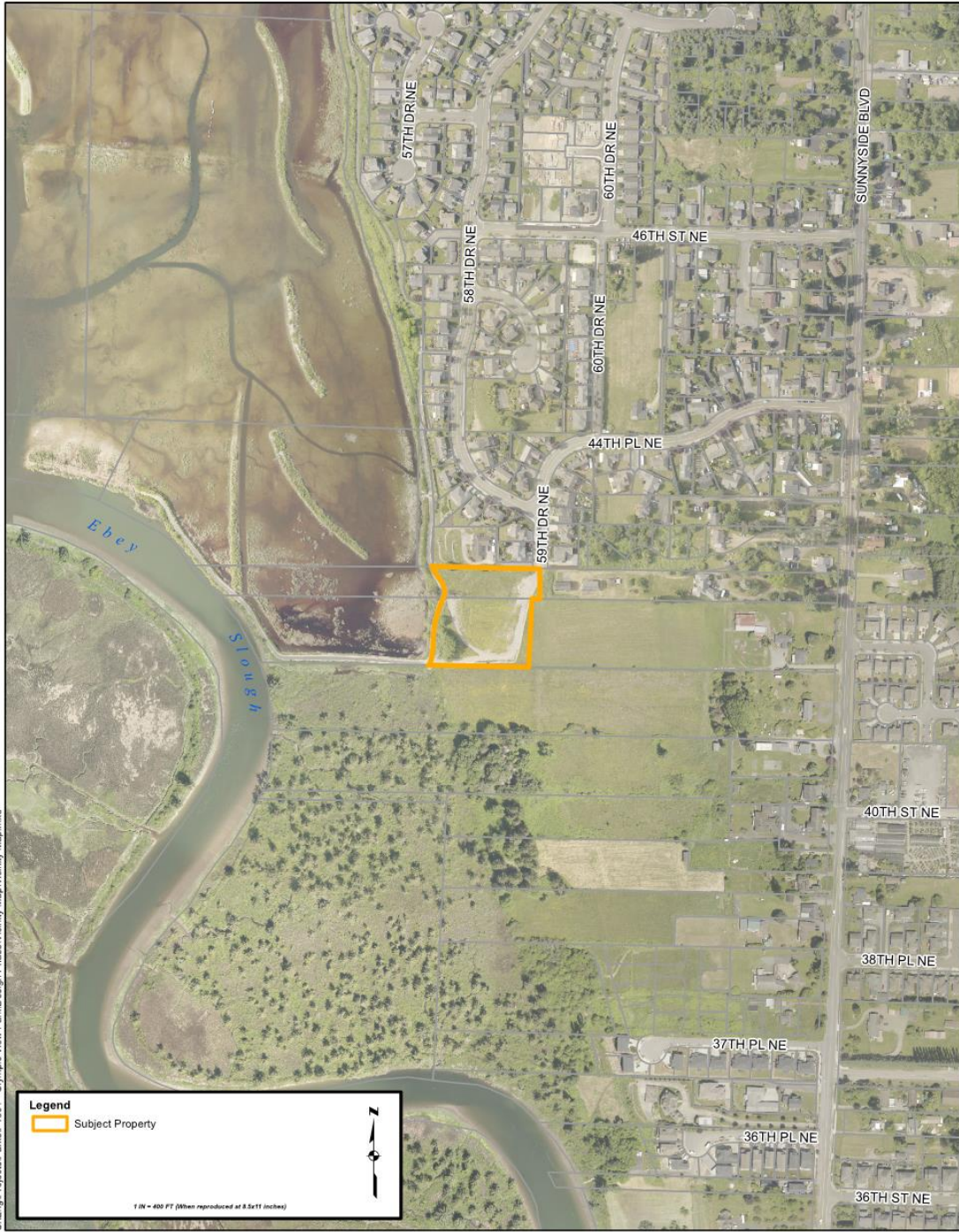
Contract Bid:	\$X
Management Reserve:	\$X
Total:	\$X
<u>RCO WWRP Local Parks Funds:</u>	<u>\$437,618.62</u>
Total Construction Cost to the City (P1801):	\$X

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the Olympic View Park project contract with X in the amount of \$X and approve a management reserve of \$X for a total allocation of \$X.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute the Olympic View Park project contract with X in the amount of \$X, and approve a management reserve of \$X, for a total allocation of \$X.




OLYMPIC VIEW PARK - VICINITY MAP

Index #5

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 13, 2020

AGENDA ITEM:	
Project Acceptance – First Street Stormwater Repairs	
PREPARED BY:	DIRECTOR APPROVAL:
Adam Benton, Project Engineer	
DEPARTMENT:	
Public Works, Engineering	
ATTACHMENTS:	
Notice of Physical Completion Letter	
BUDGET CODE:	AMOUNT:
40145040.541000	N/A
SUMMARY:	

The First Street Stormwater Repairs project allowed for the emergency repair of a 48-inch Corrugated Metal Pipe, adjacent to 1st Street, which failed on September 9, 2019 due to intense rainfall.

The City executed the Emergency Public Works Contract with Scarsella Bros., Inc. on September 23, 2019. The preliminary estimate for the emergency repairs was \$36,603.65. The emergency repairs were completed at a cost of \$30,053.50, which was \$6,550.15 or 17.89% below the original amount.

Work performed under this contract was inspected by City staff and found to be physically complete in accordance with City Standards. Staff recommends Council's acceptance of the project for closeout.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to accept the First Street Stormwater Repairs project, starting the 45-day lien filing period for project closeout.

RECOMMENDED MOTION:

I move to authorize the Mayor to accept the project.



PUBLIC WORKS
Kevin Nielsen, *Director*

80 Columbia Avenue
Marysville, Washington 98270
Phone (360) 363-8100
Fax (360) 363-8284

January 9th, 2020

Scarsella Bros., Inc.
Attn: Sherry Peters
P.O. Box 69697
Seattle, WA 98168

Subject: 1st Street Stormwater Repairs – Notice of Physical Completion

Dear Sherry,

In accordance with Section 1-05.11 of the Special Provisions, this project was considered physically complete as of Thursday, January 9th, 2020. This notification does not constitute final acceptance. Recommendation for final acceptance will be sent to the City Council for approval at the first available council meeting. Please submit the following items for project closeout:

1. Affidavits of Wages Paid

Upon obtaining receipt of the above items and acceptance I will submit a notice of completion of public works project to obtain the following:

1. Certificate of Release from the Department of Revenue
2. Certificate of Release from the Employment Security Department
3. Certificate of Release from the Department of L&I

It has been a pleasure working with Scarsella Bros., Inc. on this project. I look forward to working with you in the future.

Sincerely,

A handwritten signature in blue ink, appearing to read "Adam Benton".


Adam Benton
Project Engineer

Index #6

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 13, 2020

AGENDA ITEM:	
Professional Services Agreement with Transpo Group for Design of the 53 rd and Sunnyside Intersection and Shared Use-Path Improvement	
PREPARED BY:	DIRECTOR APPROVAL:
Kyle Woods, Project Engineer	
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
Professional Services Agreement	
BUDGET CODE:	AMOUNT:
30500030.563000, R2002	\$201,052.00
SUMMARY:	
<p>The 53rd Ave NE and Sunnyside Blvd Intersection project will construct a signal at the existing intersection. A signal at this intersection is warranted once the First St Bypass and SR529/I-5 Interchange is complete. A shared-use path is also proposed along 53rd Ave NE between Sunnyside Blvd and SR 528, providing connection between Ebey Water Trail and Jennings Park. The City anticipates receipt of a federal grant for construction of the improvement. Construction is scheduled for 2023.</p> <p>The City advertised a Request for Proposals in April 2020, requesting that firms submit written proposals stating their qualifications to provide consultant services related to this project. The City received proposals from five (5) firms and selected the Transpo Group as the most qualified firm for the project. The attached Professional Services Agreement (PSA) will provide the City with design, permitting and right-of-way services for the project. It is staff's opinion that the negotiated fee of \$201,052.00 is fair and consistent with industry standard.</p>	
RECOMMENDED ACTION:	
Staff recommends that Council authorize the Mayor to sign and execute the Professional Services Agreement with Transpo Group for Design of the the 53 rd and Sunnyside Intersection and Shared Use-Path Improvement in the amount of \$201,052.00.	
RECOMMENDED MOTION:	
I move to authorize the Mayor to sign and execute the agreement.	

Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's):	
Address	Federal Aid Number
UBI Number	Federal TIN
Execution Date	Completion Date
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No
Project Title	
Description of Work	
<input type="checkbox"/> Yes <input type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No SBE Participation	Total Amount Authorized: Management Reserve Fund: Maximum Amount Payable:

Index of Exhibits

- Exhibit A Scope of Work
- Exhibit B DBE Participation
- Exhibit C Preparation and Delivery of Electronic Engineering and Other Data
- Exhibit D Prime Consultant Cost Computations
- Exhibit E Sub-consultant Cost Computations
- Exhibit F Title VI Assurances
- Exhibit G Certification Documents
- Exhibit H Liability Insurance Increase
- Exhibit I Alleged Consultant Design Error Procedures
- Exhibit J Consultant Claim Procedures

Agreement Number:

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

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

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

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

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

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Agreement Number:

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory UDBE, the Consultant shall continue their outreach efforts to provide SBE firms maximum practicable opportunities.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

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

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

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name:
Agency:
Address:
City: State: Zip:
Email:
Phone:
Facsimile:

If to CONSULTANT:

Name:
Agency:
Address:
City: State: Zip:
Email:
Phone:
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

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

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V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.
1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
 2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.
A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.
Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.
The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.
 3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

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

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

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D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

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

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

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Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- American with Disabilities Act of 1990
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

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

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

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

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

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date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

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

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

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

X. Changes of Work

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

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

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XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

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

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

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

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

Insurance Coverage

- A. Worker’s compensation and employer’s liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any “Auto” (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker’s Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the “AIs”), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT’s and the sub-consultant’s and/or subcontractor’s insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

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

Name:
 Agency:
 Address:
 City: State: Zip:
 Email:
 Phone:
 Facsimile:

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

The CONSULTANT’s professional liability to the AGENCY, including that which may arise in reference to section IX “Termination of Agreement” of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT’s professional liability to third parties be limited in any way.

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The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

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XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Agreement Number:

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings,

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tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

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

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Agreement Number:

Federal Aid No.

Agreement Number:

Exhibit A—Scope of Services

Client Name:	City of Marysville
Project Name:	53rd Avenue NE/Sunnyside Boulevard Intersection Improvement
Exhibit Dated:	June 24, 2020 TG: 1.20130.PR

Scope of Services

Transpo Group USA, Inc. (Transpo) will provide engineering services to the Client for the design of improvements associated with the 53rd Avenue NE & 61st St NE/Sunnyside Blvd intersection. This includes the design of a new traffic signal and associated illumination, re-channelization of the intersection and along 53rd Avenue NE, construction/reconstruction of curb ramps to meet current Americans with Disabilities Act (ADA) standards, and construction of a new shared-use path between the 53rd Avenue NE & 61st Street NE/Sunnyside Blvd intersection and the 53rd Avenue NE & 64th Street NE (SR 528) intersection with connection to Jennings Park. Transpo will lead and work in coordination with our subconsultants to provide a consistent overall project design across engineering disciplines. Transpo’s team, inclusive of subconsultants, is referred to as the “Consultant” in the following Scope of Services.

Task 01—Project Management and Coordination

Progress Reports, Invoices, and Project Schedule – The Consultant will provide brief progress reports and invoices to the Client on a monthly basis or at project milestones. The Consultant will also maintain a project schedule and provide the Client with updates on a monthly basis. It is assumed that the project will have up to a 12-month schedule.

Project Coordination – The Consultant will participate in coordination efforts, via conference call and email, as necessary.

Task 02 – Data Collection and Analysis

SUBTASK 2.1 –TOPOGRAPHIC FIELD SURVEY AND MAPPING FOR INTERSECTION

This task is to perform topographic surveying and mapping at the intersection of 53rd Avenue NE & 61st Street NE. Existing base file has been provided by the Client, however, detailed vertical relief will need to be supplemented within the project area for specified sidewalk improvements including the intersection of 54th Avenue NE and 61st Street NE along with the east side of 61st Street NE. 53rd Ave NE between 61st Street NE and 64th Street NE will also be included for the shared-use path.

- Supplement existing topographic survey to complete survey 300’ in all directions along 53 Avenue NE & 61st Street NE intersection or where projects limits terminate.
- Supplement existing topographic survey to complete survey on 53rd Avenue NE from 61st Street NE to 64th Street NE for shared-use path, or where project limits terminate.
- Survey will include above and below ground utilities, concrete sidewalks and ramps, signal poles and associated equipment, roadside ditches, illumination poles and equipment and existing signs along with other pertinent planimetric features within the right-of-way.
- Right-of-way, property lines, and easements.
- Mapping of areas denoted in bullets above.

Subtask 2.1 assumptions:



- Title reports or deeds for adjoining properties adjacent to project right-of-way will be provided by the Client.
- Right-of-entry agreements with individual property owners will be provided by the Client for those parcels where survey extends onto private property.
- Fees are based on the effort it will take to supplement the existing survey with missing information. This assumes that all information provided is current and accurate.
- No property corners will be set under this proposal.
- A Record of Survey will not be filed under this proposal.
- Exclusions include boundary/encroachment resolution if encountered.
- Recording fees, submittal fees, reprographic costs will be billed as a reimbursable expense and are not included in this proposal.
- Task 2.2 will supplement task 2.1; utility locates will be performed before initial survey to avoid additional trips to project area.
- Preparation of standard easement language and forms will be provided by the Client.
- These tasks do not include coordination of submittal and/or recording.
- These tasks do not include preparation of conveyance deeds or any other resultant deeds of underlying properties.
- Preparation of conveyance deeds or any other resultant deeds of underlying properties.
- Any additional work, beyond the scope above, which is requested by the Client, will be performed by amending this contract.

SUBTASK 2.2 – UNDERGROUND LOCATES

This task is to have a third-party company perform underground utility locates and map the findings within the scoped area.

SUBTASK 2.3 – TRAFFIC DATA ESTIMATION AND ANALYSIS

The Consultant will develop weekday AM and PM period traffic volumes and turning movement counts using data previously collected by the Client. This data will be used to provide recommended lane configurations for each intersection approach and will be provided to the Client for their review and approval. The Consultant will prepare a short technical memorandum summarizing this analysis.

SUBTASK 2.4 – GEOTECHNICAL FIELD INVESTIGATION AND ANALYSIS

Geotechnical Field Investigation - The Consultant shall advance a boring to a maximum depth of 20 feet at the approximate location of the proposed signal pole foundations near the intersection of 53rd Avenue NE & 61st Street NE. The Consultant will drill a total of one (1) boring for this scope of services. The borehole will be backfilled in accordance with Washington State regulations. Observation wells are not proposed, and borehole pavement surfaces will be patched with quick-setting concrete. No other site restoration is included.

The Consultant will subcontract a local, experienced driller to drill and sample the borings with hollow stem auger drilling methods. The borings will take one day to complete. The Consultant will have a field representative on site full-time during drilling. Subsurface soil samples will be collected from the borings using the Standard Penetration Test (SPT) at intervals of 2.5 feet in the upper 20 feet.

Sample Review, Laboratory Program Preparation, and Geotechnical Laboratory Testing - An experienced engineering geologist will review the sample classifications and interpret the geologic units encountered in the boreholes. Laboratory testing is not anticipated.

Analyses and Reporting - After drilling, the boring logs will be finalized and we will perform geotechnical engineering studies to develop recommendations for signal pole foundations in accordance with

Washington State Department of Transportation (WSDOT) Geotechnical Design Manual. We will provide geotechnical design recommendations including lateral earth pressures and sliding resistance for the proposed retaining wall at 52nd Street NE & Sunnyside Boulevard.

Consultant will develop an estimate of stormwater infiltration rate at 53rd Ave Northeast & 61st St Northeast intersection. The stormwater infiltration rate will be based on grain size samples obtained from the boring drilled at the intersection.

The Consultant will prepare a Draft Geotechnical Engineering Report to be delivered with the 30% submittal. The report will provide the boring logs, a description of the subsurface conditions, and the results of the geotechnical engineering analyses. Comments received from review of the draft report will be addressed with the development of the Final Geotechnical Engineering Report to be delivered with the 60% submittal.

Subtask 2.4 assumptions:

- Borings will be performed within the Client's Right of Way.
- The Consultant will call the Underground Utilities Location Center (UULC) to locate underground utilities prior to the drilling. The Client is responsible for locating utilities not marked by the UULC.
- The Client will provide all provide traffic control equipment and personnel for the boring.
- No steam cleaning of drilling/sampling/coring equipment will be completed. In addition, no environmental samples will be taken. Indications of hydrocarbon contamination will be monitored using a photoionization detector.
- The Consultant will not be required to pay prevailing wages to subcontractors.
- All fieldwork will be completed during normal workdays Monday through Friday. We assumed a time restriction between 9am and 4pm due to traffic.

Task 03 - Utility Coordination

Design Coordination - The Consultant will coordinate with utility agencies regarding the relocation of existing facilities and provision of new facilities within the project area. Coordination with the utilities will include the following:

- Provide the utility agencies with a copy of the base mapping for verification of utility locations.
- Provide the utility agencies with a copy of the preliminary (30-percent-complete) design drawings for review.
- Provide the utility agencies with a copy of the 60 and 90-percent-complete design drawings for review.
- Provide the utility agencies with a copy of the 100-percent-complete design drawings for review.
- Provide the utility agencies with a copy of the Bid-Ready construction documents for information.
- Attend up to two (2) Utility Coordination Meetings at the project site.
- Coordinate with utility agencies during PS&E development. The Consultant will provide support up to the amount shown in the fee proposal. Additional hours will be considered additional work to be negotiated as a supplemental agreement.

The design of undergrounding existing overhead or above ground utilities is not included in this scope of work.

Task 04 – Right of Way Services

SUBTASK 4.1 – RIGHT-OF-WAY ACQUISITION SERVICES

It is understood the project is not currently funded for construction. It is anticipated the Client will pursue State and Federal funds to fully fund construction of the project. Therefore, all Right of Way activities will be completed per the Client's WSDOT approved Right of Way acquisition policies and procedures, WSDOT's Local Agency Guidelines - Section 25 (Right of Way Procedures) and the federal Uniform Relocation Assistance and Real Property Acquisitions Policies Act (URA). The Client has current WSDOT approved Right of Way Acquisition procedures dated January 31, 2018.

Preparation and Administration – The Consultant will provide sample templates of all acquisition documents for the Client's review and approval for project use. All forms and documents will comply with Client's standards and in accordance with statutory requirements. The Client's pre-approved documents will be used when provided. The Consultant will maintain acquisition records in accordance with statutory, regulatory and policy requirements.

For each parcel impacted, the Consultant will prepare acquisition files to include fair offer letters, recording and ancillary documents, a standard diary form indicating all contacts with owner(s), and other items necessary to complete the work.

Deliverables:

- Coordinate Client approval of Acquisition forms and documents for project use.

Title – Ownership Review – It is assumed the Client will provide title reports of all impacted properties. Note: Title reports are not required for parcels requiring a Temporary Construction Easement only, unless required for other purposes such as design base mapping, etc. Upon receipt of title reports, the Consultant staff will conduct initial reviews of each report to assess future complications at closing and potential conflicts from utility encumbrances, etc., that may pose obstacles or delays to the acquisition closing process. A Parcel Title Summary Memo will be developed for each of the two (2) tax parcels shown in Table A requiring permanent real property rights. Memos will list encumbrances and exceptions with recommendations to the Client on how to resolve each.

Deliverables:

- Prepare two (2) Parcel Title Summary Memos.

Public Outreach – The Consultant will assist Client in preparation of an "Introduction Informational Letter" for delivery to each property owner shown in Table A below. The letter will describe the purpose of the project, the project schedule, identify the Client's consultants (Universal Field Services, Transpo, etc.) and the purpose of each firm.

Deliverables:

- Sample "Introduction Informational Letter"

Right of Way Funding Estimate (RW Funding Estimate) – In May 2020, WSDOT replaced the Project Funding Estimate (PFE) and True Cost Estimate (TCE) methods with a new funding tool referred to as simply "Right of Way Funding Estimate" WSDOT Form LPA-005b. Estimated land values will be based upon adjustments of current assessors values for land and improvements.

Deliverables:

- Right of Way Funding Estimate / WSDOT Form LPA-005b, to include two (2) tax parcels shown in Table A below.

Appraisal / Appraisal Review / Administrative Offer Summary Worksheets - Shortly after the Right of Way Plans, and the RW Funding Estimate have been submitted to WSDOT and assuming NEPA clearance has been obtained, the Client would typically receive a letter from FHWA through WSDOT Local Programs authorizing the use of federal funds to acquire Right of Way. This letter of authorization is required in order for the Client to receive federal funding participation and reimbursement for costs incurred with Appraisal, Appraisal Review, and Acquisition Negotiations. Upon receipt of the authorization letter the real property valuation process will begin. With results of the RW Funding Estimate and in consideration of the Client's appraisal waiver limit of \$25,000, the Consultant will coordinate and confirm with the Client to determine if the impacted parcels will require AOS Worksheets, or Appraisal and Appraisal Review reports. At this time based on the limited areas of the real property rights to be acquired and the fact acquisitions appear to be uncomplicated, it is assumed Appraisal and Appraisal Review reports will not be required. Furthermore, we assume the amounts of just compensation offered to property owners will be significantly less than \$10,000. Therefore, only AOS worksheets will be necessary as the basis of offers to the property owner.

The AOS worksheets will be completed in accordance with Washington State Department of Transportation (WSDOT) Local Agency Guidelines – Section 25 (Right of Way Procedures). Completed AOS worksheets will be submitted to the Client for review and written approval establishing the amount of Just Compensation to each property owner. The Client will be required to provide concurrence and written approvals of the estimated amounts of just compensation determined in the AOS worksheet.

Deliverables:

- AOS Worksheets – eight (8) each.

Present Offers / Negotiations – Upon receipt of written approvals from the Client establishing the amounts of just compensation, the Consultant staff will prepare offer package(s) and promptly present offers to purchase all the required real property interests and negotiate in good faith to reach a settlement with each property owner(s). Offers will be presented in person when at all possible. If negotiations reach an impasse, the Consultant shall provide the Client with written notification. If necessary, the Consultant will attempt to secure Administrative Settlements or Voluntary Possession and Use Agreements with the owner(s), allowing the project to move forward and allowing the property owner additional time to negotiate. As a last resort, if the owner is unwilling to agree to a Voluntary Possession and Use Agreement, the file will be transmitted to the Client's legal staff for mediation or filing of a condemnation action. The Consultant will provide limited technical support for all mediation or condemnation as required.

Deliverables:

- Prepare Offer Packages – eight (8) each.
- Present Offers / Conduct Negotiations.
- Completed parcel files and records of all Right of Way Acquisition services.

Parcel Closing – It is understood the Client conducts all closing efforts through their in-house legal staff. The Consultant will provide advisory assistance to the Client in determining the most appropriate method of closing each transaction. Subject to the Client's Title Clearing policies, the method of closing can be completed in-house or through a reputable escrow firm. Typically, the title company will provide escrow services.

In-House Closing – Generally for low risk and uncomplicated title clearing, this method is subject to the Client's title clearing policies and amount of acceptable risk. The signed conveyance documents and payment vouchers will be transmitted to the Client for approval and processing. Simultaneously, the Consultant will coordinate with recommendations to the Client for taking title to certain exceptions and encumbrances.

Escrow Closing – Generally for higher risk and complicated title clearing, this method will also consider the Client's title clearing policies. The signed conveyance documents will be transmitted to the Client for approval and signature. Once Client approval is received, the transaction package will be delivered to the designated escrow company for closing and recording. Albeit the escrow firm's responsibility, the Consultant will work

with the Escrow and Title Company in their effort to remove unacceptable exceptions and to obtain title insurance policies for the Client.

Deliverables:

- Completed parcel files and records of all Right of Way Acquisition services.

Right of Way Certification – Since there may be federal funds participating in the project, Right of Way Certification will be coordinated and completed through WSDOT Real Estate Services and Local Programs. Right of Way acquisition files will be prepared and completed to the satisfaction of a WSDOT Right of Way review to support federal aid participation. The Consultant will further coordinate right of way activities with WSDOT’s Northwest Region Local Agency Coordinator, as needed throughout the project.

Deliverables:

- Right of Way Certification form for WSDOT review and approval.

Subtask 4.1 assumptions:

The Client will provide the following:

1. Preliminary Commitments (Title Reports) for all parcels shown in Table A below. If requested, the Consultant will order title reports or any updates. The title company will bill the Client directly. Note: Title reports are not required for parcels requiring a Temporary Construction Easement only, unless required for other purposes such as design base mapping, etc.
2. Approve designation of the escrow company used for this project. The escrow company will bill the Client directly for all escrow services, if any.
3. Form approval, in electronic format, of all legal conveyance documents and forms prior to use (i.e. offer letters, deeds, easements, etc.).
4. Review and approval of all determinations of value, established by the project appraisers, and provide written authorization prior to offers being made to property owners.
5. Payment of all compensation payments to property owners, recording fees, legal services and any incidental costs which may arise necessary to complete each transaction.
6. Send “Introduction Letters” to property owners, as necessary.

TABLE A						
Parcel Data				Real Property Rights to Acquire		
No.	Location	Tax Parcel No.	Owner / Taxpayer	Partial Fee Simple	Temp Construction Easement	Temp Construction Permit
1	6124 53 rd Ave NE	00701700000300	Paula J. Haga	X	X	
2	5317 Sunnyside Blvd NE	30052700301500	George & Charlotte Keiser Living Trust	X	X	
3	5316 61 st St. NE	30052700304000	Shannon Sakshaug		X	

4	5304 Sunnyside Blvd	00539700900101	LGL Investments, Inc.		X	
5	6211 53 rd Ave NE	30052700302200	IHS Properties, LP		X	
6	6225 53 rd Ave NE	30052700302800	Maurice & Yvonne Delisle		X	
7	6303 53 rd Ave NE	30052700303400	David Borg		X	
8	6309 53 rd Ave NE	01066100000100	Jerolann Martin		X	

SUBTASK 4.2 – RIGHT-OF-WAY ACQUISITION DOCUMENTS

This task is to prepare documents for executing two individual Temporary Construction Easements (TCE) and one individual Right-of-Way acquisition documents including the following deliverables:

- Proposed Right-of-Way Acquisition and TCE exhibit maps will be prepared
- Underlying subject property legal description will be prepared on exhibit format
- Right-of-Way Acquisition and TCE legal descriptions will be prepared by PLS on exhibit format

SUBTASK 4.3 – RIGHT-OF-WAY PLAN

This task is to prepare a Right-of-Way Plan establishing the minimum width of Right-of-Way to accommodate proposed construction and provide proper maintenance of roadway. The deliverable will contain the following elements:

- Define and dimension areas necessary to construct and maintain the main roadway and necessary outer roadways, entrances, and crossroads.
- The right of way limits will include areas necessary for utility adjustments and maintenance activities
- Right of way dimensions will be sufficiently detailed to write deeds to describe the required right of way and easement limits.
- Right-of-Way plans will be prepared in accordance to WSDOT Local Agency Guidelines (LAG) Manual.

Task 05 – Environmental Documentation

The Consultant will prepare NEPA environmental checklists for the project through identification of potential project impacts and searches of publicly available agency mapping and resources. Other permitting, critical area delineation and field investigations necessary to support the identification of cultural resources or biological resources are not anticipated. In the event these services are deemed necessary, the Consultant will notify the Client and these services may be added to the scope of work by addendum. The project is expected to meet the requirements for a categorical exclusion. The Consultant will lead all coordination efforts with WSDOT, as required.

Task 06 – Design Plans, Specifications and Estimates (PS&E)

SUBTASK 6.1 – 30% PS&E

30% Design Plans – The Consultant will prepare and submit 30% design plans. The purpose of the 30% design plans are to finalize the horizontal placement of project improvements. The 30% design submittal is anticipated to include the following plan sheets:

- Cover Sheet with Vicinity Map and Index
- Legend and Abbreviations
- Channelization and Signing Plans
- Traffic Signal Plan
- Traffic Signal Pole Schedule

- Horizontal/Survey Control Plan
- Existing Survey Conditions
- Paving/Drainage Plan
- Detail Grading/ADA Plans

30% Opinion of Probable Construction Costs – The Consultant will prepare and submit an Opinion of Probable Construction Costs based on the 30% design. The Opinion of Probable Construction Costs will be presented in an Excel spreadsheet corresponding to the sequence of items as will be listed in the Project Manual's final bid schedule.

30% Design Documentation – The Consultant will prepare and submit design supporting documentation based on the 30% design. It is anticipated to include:

- Traffic signal pole wind-load calculations
- Traffic signal pole vertical clearance calculations or figures
- Intersection illumination photometric analysis
- ADA conceptual layout to be sent to WSDOT for review and approval
- Draft Geotechnical Engineering Report

Quality Control – The Consultant will conduct quality control reviews by selected senior staff members with appropriate expertise and experience. The senior staff members will scrutinize and question the major elements of the design for adequacy of response to the major design challenges, conformance to accepted design practices, constructability, and compliance with the Client's standards.

30% Design Review – The Consultant will meet with the Client to discuss and resolve Client comments on the 30% design submittal.

Subtask 6.1 assumptions:

- All existing ADA ramps will be replaced
- An ADA conceptual layout will be sent to WSDOT for review and approval
- Stormwater detention will not be required
- One modular block retaining wall (less than 4' height) will be required

SUBTASK 6.2 – 60% PS&E

60% Design Plans – The Consultant will prepare and submit 60% design plans based on the Client approved 30% design submittal. The 60% design submittal is anticipated to include all of the 30% design plans and the following additional plan sheets:

- TESC Plan
- TESC Details
- Paving/Drainage Details

60% Opinion of Probable Construction Costs – The Consultant will prepare and submit an Opinion of Probable Construction Costs based on the 60% design. The Opinion of Probable Construction Costs will be presented in an Excel spreadsheet corresponding to the sequence of items as will be listed in the Project Manual's final bid schedule.

60% Design Documentation – The Consultant will prepare and submit design supporting documentation based on the 60% design. It is anticipated to include:

- Draft drainage memo per the Client's drainage code
- Final Geotechnical Engineering Report

Quality Control – The Consultant will conduct quality control reviews by selected senior staff members with appropriate expertise and experience. The senior staff members will scrutinize and question the major elements of the design for adequacy of response to the major design challenges, conformance to accepted design practices, constructability, and compliance with the Client's standards.

60% Design Review – The Consultant will meet with the Client to discuss and resolve Client comments on the 60% design submittal.

SUBTASK 6.3 – 90% PS&E

90% Design Plans – The Consultant will prepare and submit 90% design plans based on the Client approved 60% design submittal. The 90% design submittal is anticipated to include all of the 60% design plans and the following additional plan sheets:

- Traffic Signal Field Wire Terminations
- Traffic Signal Details
- Traffic Control Plans
- Traffic Control Details

90% Project Manual – The Consultant will prepare the draft general and special provisions based on the current edition of the Client’s standards, and the 2020 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction. The contents will include bid form items, the Client’s general conditions, supplemental general conditions, amendments to the standard specifications, special provisions, and standard plans. The Client’s review comments pertaining to the outline specifications will be addressed in preparing the final document. The special provisions will address items of work which are not addressed by the Client’s standards or the APWA and Washington State Standard Specifications as may be required to properly cover the work contemplated by the plans.

The Consultant will prepare the project manual to include:

- Boilerplate City of Marysville contracts and documentation (to be provided by the Client)
- Bid Schedule
- Special Provisions based on the Client’s boilerplate special provisions to the 2020 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction plus APWA Supplement (English Version)
- Appendices (as needed)

90% Opinion of Probable Construction Costs – The Consultant will prepare and submit an Opinion of Probable Construction Costs based on the 90% design.

90% Design Supporting Documentation – The Consultant will prepare and submit design supporting documentation based on the 90% design. It is anticipated to include:

- Conduit fill calculations
- MEF documentation if required
- Final drainage memo per the Client’s drainage code

Quality Control – The Consultant will conduct quality control reviews by selected senior staff members with appropriate expertise and experience. The senior staff members will scrutinize and question the major elements of the design for adequacy of response to the major design challenges, conformance to accepted design practices, constructability, and compliance with the Client’s graphic standards.

90% Design Review – The Consultant will meet with the Client to discuss and resolve Client comments on the 90% design submittal. It is assumed that the 90% plans, specifications, and other documentation will be submitted to WSDOT for review for construction obligation.

SUBTASK 6.4 – 100% PS&E

100% PS&E – The Consultant will prepare and submit Final Design Plans, Project Manual, and Opinion of Probable Costs based on the Client approved 90% design submittal and WSDOT’s review of the 90%

plans and specifications. The Consultant will make minor changes, amendments, or revisions in the detail of the work as requested by the Client.

Quality Control – The Consultant will conduct quality control reviews by selected senior staff members with appropriate expertise and experience. The senior staff members will scrutinize and question the major elements of the design for adequacy of response to the major design challenges, conformance to accepted design practices, constructability, and compliance with the Client’s graphic standards.

100% Design Review – The Consultant will meet with the Client to discuss and resolve Client comments on the 100% design submittal.

SUBTASK 6.5 – BID-READY PS&E

Bid-Ready PS&E – The Consultant will prepare and submit Bid-Ready Design Plans, Project Manual, and Opinion of Probable Costs based on the Client approved 100% PS&E.

The Bid-Ready PS&E is anticipated to include the following plan sheets:

- Cover Sheet with Vicinity Map and Index
- Legend and Abbreviations
- Horizontal/Survey Control Plan
- Existing survey conditions
- Traffic Signal Plans
- Traffic Signal Pole Schedule
- Traffic Signal Field Wire Terminations Sheet
- Traffic Signal Details Sheet
- Channelization and Signing Plans
- Traffic Control Plans
- TESC Plan
- TESC Details
- Paving/Drainage Plan
- Paving/Drainage Details
- Detail Grading/ADA Plans

The Consultant will also submit the following final original documents to the Client:

- Computer files for the plans (AutoCAD and PDF) and the project manual.
- Final design supporting documentation.

Task 07 – Property Owner Coordination

The Consultant will coordinate with the Client and with Boulevard Grocery to evaluate options for re-configuring the existing site access to accommodate the new traffic signal system and associated equipment. The Consultant will prepare up to three (3) conceptual layout figures for the Client and Boulevard Grocery for consideration and incorporation into the design. Up to two (2) in-person or teleconference meetings are included as part of this scope of work.

Task 08 – Bid and Award Support

The Consultant shall support the Client during the bid and award periods of the construction contract. The following tasks will be provided by the Consultant:

- Attending and participating in a Pre-Bid meeting to assist the Client in responding to questions and inquires.
- Attending a pre-construction meeting with the contractor to assist the Client in responding to questions and inquires.



- Assisting the Client during the bid period to answer questions that arise concerning the PS&E documents and assisting the Client in preparing any addenda required.

Task 09—Construction Phase Services

The scope of work for Construction Phase Services will be reviewed and defined at completion of Task 8, Bid and Award Support. The associated budget for these efforts will be developed and authorized by supplemental agreement.

Agreement Number:

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

C. Computer Aided Drafting Files

Agreement Number:

D. Specify the Agency's Right to Review Product with the Consultant

E. Specify the Electronic Deliverables to Be Provided to the Agency

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agreement Number:

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

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Exhibit D
Prime Consultant Cost Computations

Agreement Number:

Transpo Group USA, Inc.
Cost Estimate Worksheet



Number / Project Name
1.20130.PR - 53rd Ave NE/Sunnyside Blvd Intersection Improvement

Pay rates are effective from June 22, 2019 through June 20, 2020, within the ranges shown in the attachment.
 Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

	Project Manager	Project Engineer	Design Lead	CAD/ Graphics	Project Admin
initials	RP	CAC2	JKHC	MHA	AMC
job title	Eng L6	Eng L5	Eng L4	Eng L2	PA L4
cost rate	\$63.46	\$52.16	\$44.95	\$36.78	\$46.39

Labor:

	Work Task					Hours	Cost
1	Task 01 - Project Management and Coordination						
2	Progress Reports, Invoices, and Project Schedule	6				6	\$659
3	Project Coordination	12	16	4		32	\$1,776
5	Task 02 - Data Collection and Analysis						
6	2.1 - Topo Field Survey and Mapping		2	2		4	\$194
7	2.2 - Underground Locales					0	\$0
8	2.3 - Traffic Data Estimation and Analysis	2		4		6	\$307
9	2.4 - Geotechnical Field Investigation and Analysis					0	\$0
10	Task 03 - Utility Coordination						
11	Design Coordination	1	8	12	8	29	\$1,314
13	Task 04 - Right of Way Services						
	Right of Way Services					0	\$0
14	Task 05 - Environmental Documentation						
	Environmental Documentation	2	8			10	\$544
15	Task 06 - Design Plans, Specs, and Estimates (PS&E)						
16	6.1 - 30% PS&E						
17	Plans		4	16	32	52	\$2,105
18	Opinion of Probable Construction Costs		2	4	4	10	\$431
19	Design Documentation			4	12	16	\$621
20	Quality Control	2				2	\$127
21	Design Review	2	2			4	\$231
22	6.2 - 60% PS&E						
23	Plans		4	4	12	20	\$830
24	Opinion of Probable Costs		1	2	2	5	\$216
25	Design Documentation					0	\$0
26	Quality Control	4				4	\$254
27	Design Review	2	2			4	\$231
28	6.3 - 90% PS&E						
29	Plans		8	8	32	48	\$1,954
30	Project Manual		8	12		20	\$957
31	Opinion of Probable Costs		1	4	2	7	\$306
32	Design Documentation			2	4	6	\$237
33	Quality Control	4				4	\$254
34	Design Review	3	3			6	\$347
35	6.4 - 100% PS&E						
36	100% PS&E		6	8	12	26	\$1,114
37	Quality Control	1				1	\$63
38	Design Review	1	1			2	\$116
39	6.5 - Bid-Ready PS&E						
		1	4	4	8	17	\$746
40	Task 07 - Property Owner Coordination						
41	Conceptual Figures	2	4	4	16	26	\$1,104
42	Coordination Meetings	4	4			8	\$462
43	Task 08 - Bid and Award Support						
44	Pre-Bid Meeting	4	4			8	\$462
45	Pre-Construction Meeting	4	4			8	\$462
46	Addenda	2	4	4	6	16	\$736
47	Task 09 - Construction Phase Services						
48							
49							
50							
51							
52							

Total Hours	59	100	98	150	6	413	
Labor Costs	\$3,744	\$5,216	\$4,405	\$5,517	\$278		\$19,160.58

Overhead	157.30%						\$30,139.59
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Fee (as a % of labor)	30.00%						\$5,748.17
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Miscellaneous Expenses:

Item	Reimbursable Cost
1 Travel expenses (mileage)	\$250
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	

Total Reimbursable Expenses	\$250
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Subconsultants:

Firm	Subs Cost	
1 Shannon+Wilson	\$13,352	
2 LDC	\$86,895	
3 Universal Field Services	\$45,506	
4		
5		
Total Subconsultants		\$145,753

TOTAL ESTIMATE	\$201,052.00
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Sub-consultant Cost Computations

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

Agreement Number:

City of Marysville Intersections Geotechnical Engineering- Shannon & Wilson						
WORK ELEMENT	Principal In Charge	Senior Professional 1	Engineer IV	Drafting	Clerical	TOTAL HOURS
	\$78.00	\$45.00	\$40.00	\$30.00	25	
WORK ELEMENT 1: Geotechnical Investigation & Reports						
1.1 Field Investigation						0
Subcontractor coordination and contracting		2				2
Locate explorations and utility clearance (2 trips)		3	3			6
Sampling and Logging Borings	1	1	8			10
Review Samples and Laboratory Testing Plan		1	2			3
Finalize Boring Logs		1			1	2
						0
1.2 Laboratory Testing Plan (lab testing included in ODC sheet)		1				1
1.3 Geotechnical Analysis						0
1.3.2-Signal Pole Foundations (1 intersection)	1	1	2			4
1.3.3-53rd Ave Northeast & 61st St Northeast infiltration rate	1	2	2			5
1.5 Participation in Design Meetings (2 meetings, kickoff and 1 coordination)	4					4
1.6 Geotechnical Data & Engineering Report						0
Draft	1	2	2	3	2	10
Respond to comments	1					1
Final	1	2		2	2	7
Subtotal Work Element 1	10	16	19	5	5	55
WORK ELEMENT 2: Project Management						
2.1 Implement Quality Control Program		2	2			4
2.2 Monthly Progress Reports & Billing		2			2	4
Subtotal Work Element 2	0	4	2	0	2	8
						0
SUBTOTAL	10	20	21	5	7	63
GRAND TOTAL HOURS	10	20	21	5	7	63

Direct Labor Cost \$2,845

Labor Escalation

Adjust Direct Labor Cost 2,845

Overhead Rate-2020 provision Rate @

187.94% 5,347
Total adjusted Direct Labor & Overhead Cost 8,192

Fixed Fee @ Direct Labor Cost

30% 854
Total Labor Cost 9,045

Direct Expenses:

Drilling Subcontract (1 truck boring) 3,252
Other ODC and Minor Subcontracts 75
S&W Laboratory Testing 865
Copies/Printing 0
Mileage 115
Traffic Control (by City) 0
Permits (street use) (by others) 0
Total Direct Expenses 4,307

S&W Total \$13,352

EXHIBIT B: Proposed Budget / Fee



Client Name: Transpo Group

Project Name: 53rd DR NE & 61st Street NE Intersection Improvements

Date: 6/23/2020

Task	Principal / Director Hours	Project Manager Hours	Project Engineer Hours	E.I.T. Hours	Sr. CAD Technician Hours	CAD II Technician Hours	Sr. Land Surveyor Hours	Project Surveyor Hours	CAD Survey Technician Hours	Chief of Parties Hours	Survey Crew Chief II Hours	Project Admin. Hours	Direct Labor Costs	Over Head	Fee (30%)	Total
Direct Rate (per hour)	\$94.10	\$47.52	\$38.64	\$32.24	\$32.00	\$30.76	\$52.96	\$36.76	\$32.00	\$43.04	\$40.00	\$25				
Task 2.1 Typographic Survey and Base Mapping							4	6	16	2	20	2	\$1,880.48	\$2,949.16	\$564.14	\$5,393.78
Field Work													\$0.00	\$0.00	\$0.00	\$0.00
Base Map Preparation													\$0.00	\$0.00	\$0.00	\$0.00
Task 2.2 Underground Utility Locates (APS)													\$0.00	\$0.00	\$0.00	\$0.00
Task 2.3 Temporary Construction Easements (2)							4	4	8			2	\$664.88	\$1,042.73	\$199.46	\$1,907.08
Task 2.4 Right-of-Way Acquisition Documents							4	4	8			2	\$664.88	\$1,042.73	\$199.46	\$1,907.08
Task 2.5 Right-of-Way Plan							8	16	16				\$1,523.84	\$2,389.84	\$457.15	\$4,370.83
Task 6.1 30% Design													\$0.00	\$0.00	\$0.00	\$0.00
ADA Field Measurement	0.5			6		2							\$302.01	\$473.64	\$90.60	\$866.26
30% Civil Plans	12			40	4	40							\$3,777.20	\$5,923.78	\$1,133.16	\$10,834.14
30% Opinion of Costs	1			6									\$287.54	\$450.95	\$86.26	\$824.75
Task 6.2 60% Design													\$0.00	\$0.00	\$0.00	\$0.00
ADA Conceptual Design	1			8		4							\$475.06	\$745.04	\$142.52	\$1,362.61
Draft Drainage Memo		2		24									\$868.80	\$1,362.54	\$260.64	\$2,491.98
60% Civil Plans	16			60	6	52							\$5,231.52	\$8,204.59	\$1,569.46	\$15,005.57
60% Opinion of Costs	1			8									\$352.02	\$552.07	\$105.61	\$1,009.70
Task 6.3 90% Design													\$0.00	\$0.00	\$0.00	\$0.00
MEF Documentation		2		8									\$352.96	\$553.55	\$105.89	\$1,012.40
Final Drainage Memo		2		18									\$675.36	\$1,059.17	\$202.61	\$1,937.14
90% Specifications	2			24									\$961.96	\$1,508.64	\$288.59	\$2,759.19
90% Plans	15			60	6	52							\$5,137.42	\$8,057.02	\$1,541.23	\$14,735.66
90% Opinion of Costs	1			8									\$352.02	\$552.07	\$105.61	\$1,009.70
Task 6.4 100% Design													\$0.00	\$0.00	\$0.00	\$0.00
100% Specifications	2			20									\$833.00	\$1,306.39	\$249.90	\$2,389.29
100% Plans	12			30	6	24							\$3,026.64	\$4,746.68	\$907.99	\$8,681.31
100% Opinion of Costs	1			4									\$223.06	\$349.82	\$66.92	\$639.80
Task 6.5 Bid Ready Design (Final Design)	4			16		12							\$1,261.36	\$1,978.19	\$378.41	\$3,617.96
Task 7 Bid and Award Support	3			12		6							\$853.74	\$1,338.92	\$256.12	\$2,448.78
Hours Estimate	71.5	6	0	352	22	192	20	30	48	2	20	6				
Total Labor Cost:	\$6,728.15	\$285.12	\$0.00	\$11,348.48	\$704.00	\$5,905.92	\$1,059.20	\$1,102.80	\$1,536.00	\$86.08	\$800.00	\$150.00	\$29,705.75	\$46,587.53	\$8,911.73	\$85,205.00

LDC Consulting Cost:	
Subtotal: LDC Direct Labor Costs	\$ 29,705.75
Over Head (156.83%)	\$ 46,587.53
Fee (30%)	\$ 8,911.73
Total: LDC Direct Labor, OH & Fee	\$ 85,205.00

Subconsultant(s):	
1 APS	\$ 1,200.00
2 Underground Utility Vendor	\$ -
3 Landscape Architecture Firm	\$ -
4 Structural Engineering Firm	\$ -
Subtotal	\$ 1,200.00
Overhead (10%)	\$ 120.00
Total: Subconsultants	\$ 1,320.00

Direct Non-Salary Cost:	
Mileage & Expenses (Mileage @ Current IRS Rate)	\$ 170.00
Printing	\$ 200.00
Total: Direct Non-Salary	\$ 370.00

TOTAL ESTIMATED COST \$ 86,895.00

*

Fee Estimate
53rd Ave NE and Sunnyside Blvd (61st St. NE)
Right of Way Acquisition Services

DIRECT SALARY COSTS (DSC)

<u>Personnel</u>	<u>Hours</u>	X	<u>Rate</u>	=	<u>Cost</u>
1 ROW Oversight	23.0	X	\$61.75	=	\$ 1,420
2 Project Manager	86.5	X	\$51.50	=	\$ 4,455
3 Senior Acquisition Specialist	244.0	X	\$45.00	=	\$ 10,980
4 Title / Escrow Specialist	40.0	X	\$33.00	=	\$ 1,320
5 Sr Administrative Specialist	87.0	X	\$29.00	=	\$ 2,523
Total Hours	480.5		Subtotal Direct Salary Costs (DSC) =		\$ 20,698
Indirect Cost Rate (ICR)	51.91%				\$ 10,744
Fixed Fee (FF)	30.00%				\$ 6,209
TOTAL DSC = \$					37,652

DIRECT NONSALARY COSTS (DNCS)

Mileage	790	miles @ \$ 0.575	\$	454
Miscellaneous Expenses (see note 3 below)			\$	200
TOTAL (DNCS) = \$				654

SUBCONSULTANTS

<u>8 ea.</u> Administrative Offer Summary Worksheets	\$	7,200
TOTAL SUBCONSULTANT FEES = \$		7,200

TOTAL ESTIMATED AMOUNT = \$ 45,506

Notes:

- 1.) Universal reserves the right to re-negotiate estimate total if Notice to Proceed not provided within 180 days from the date of this estimate.
- 2.) Mileage to be billed at \$0.575/mile or the approved IRS rate at the time mileage is incurred.
- 3.) Reimbursable miscellaneous expenses including but not limited to: mapping, photos, postage, parking, printing, tolls, ferry fees, etc., at cost - no markup.
- 4.) This fee estimate is based on UFS Scope of Work dated June 22, 2020.
- 5.) Federal funds may be allocated to the ROW Phase.

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

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

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

Agreement Number:

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Exhibit G
Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

whose address is

and that neither the above firm nor I have:

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-1(b) Certification of

I hereby certify that I am the:

Other

of the _____, and
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

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

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

Signature

Date

Agreement Number:

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal 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 (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. 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 (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____ * are accurate, complete, and current as of _____ ** .

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm:

Signature

Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

To Be Used Only If Insurance Requirements Are Increased

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

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$

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

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

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

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

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

Notes: Cost of added insurance requirements: \$

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

Agreement Number:

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number:

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Agreement Number:

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

Agreement Number:

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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


Agreement Number:

Index #7

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 13, 2020

AGENDA ITEM:	
Professional Services Agreement with Transpo Group for Design of the 52 nd St NE and Sunnyside Blvd Intersection	
PREPARED BY:	DIRECTOR APPROVAL:
Kyle Hays, Project Engineer	
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
Professional Services Agreement	
BUDGET CODE:	AMOUNT:
30500030.563000, R2001	\$140,386.00
SUMMARY:	
<p>The 52nd St NE and Sunnyside Blvd Intersection project will construct a signal at the existing all-way stop intersection. The City received a federal grant for construction of the improvement. Construction is scheduled for 2022.</p> <p>The City advertised a Request for Proposals in April 2020, requesting that firms submit written proposals stating their qualifications to provide consultant services related to this project. The City received proposals from six (6) firms and selected the Transpo Group as the most qualified firm for the project. The attached Professional Services Agreement (PSA) will provide the City with design, permitting and right-of-way services for the project. It is staff's opinion that the negotiated fee of \$140,386.00 is fair and consistent with industry standard.</p>	
RECOMMENDED ACTION:	
Staff recommends that Council authorize the Mayor to sign and execute the Professional Services Agreement with Transpo Group for Design of the 52 nd St NE and Sunnyside Blvd Intersection Improvements in the amount of \$140,386.00.	
RECOMMENDED MOTION:	
I move to authorize the Mayor to sign and execute the agreement.	

Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's):		
Address	Federal Aid Number	
UBI Number	Federal TIN	
Execution Date	Completion Date	
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title		
Description of Work		
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> No DBE Participation <input type="checkbox"/> No MBE Participation <input type="checkbox"/> No WBE Participation <input type="checkbox"/> No SBE Participation	Total Amount Authorized: Management Reserve Fund: Maximum Amount Payable:

Index of Exhibits

- [Exhibit A](#) Scope of Work
- [Exhibit B](#) DBE Participation
- [Exhibit C](#) Preparation and Delivery of Electronic Engineering and Other Data
- [Exhibit D](#) Prime Consultant Cost Computations
- [Exhibit E](#) Sub-consultant Cost Computations
- [Exhibit F](#) Title VI Assurances
- [Exhibit G](#) Certification Documents
- [Exhibit H](#) Liability Insurance Increase
- [Exhibit I](#) Alleged Consultant Design Error Procedures
- [Exhibit J](#) Consultant Claim Procedures

Agreement Number:

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

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

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

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

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

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Agreement Number:

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory UDBE, the Consultant shall continue their outreach efforts to provide SBE firms maximum practicable opportunities.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

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

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

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name:
Agency:
Address:
City: State: Zip:
Email:
Phone:
Facsimile:

If to CONSULTANT:

Name:
Agency:
Address:
City: State: Zip:
Email:
Phone:
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

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

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V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.
1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
 2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.
A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.
Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.
The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.
 3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

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- 4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT’S profit, is shown in attached Exhibits “D” and “E” of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled “Termination of Agreement.”
 - 5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, “Extra Work.”
 - 6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, “Extra Work.” No minimum amount payable is guaranteed under this AGREEMENT.
- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, “General Requirements” of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

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

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D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

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

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

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Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- American with Disabilities Act of 1990
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

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

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

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

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

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date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

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

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT’s supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

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

X. Changes of Work

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

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer’s decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit “J”. In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

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XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

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

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

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

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

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

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

Name:
Agency:
Address:
City: State: Zip:
Email:
Phone:
Facsimile:

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

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

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The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

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XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

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Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings,

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tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

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

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

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Exhibit A—Scope of Services

Client Name:	City of Marysville
Project Name:	52nd Street NE/Sunnyside Boulevard Intersection Improvement
Exhibit Dated:	June 24, 2020 TG: 1.20129.PR

Scope of Services

Transpo Group USA, Inc. (Transpo) will provide engineering services to the Client for the design of improvements associated with the 52nd Street NE & Sunnyside Boulevard intersection. This includes the design of a new traffic signal and associated illumination, re-channelization of the intersection, and construction/reconstruction of curb ramps to meet current Americans with Disabilities Act (ADA) standards, if necessary. Transpo will lead and work in coordination with our subconsultants to provide a consistent overall project design across engineering disciplines. Transpo’s team, inclusive of subconsultants, is referred to as the “Consultant” in the following Scope of Services.

Task 01—Project Management and Coordination

Progress Reports, Invoices, and Project Schedule – The Consultant will provide brief progress reports and invoices to the Client on a monthly basis or at project milestones. The Consultant will also maintain a project schedule and provide the Client with updates on a monthly basis. It is assumed that the project will have up to a 12-month schedule.

Project Coordination – The Consultant will participate in coordination efforts, via conference call and email, as necessary.

Task 02 – Data Collection and Analysis

SUBTASK 2.1 –TOPOGRAPHIC FIELD SURVEY AND MAPPING FOR INTERSECTION

This task is to perform topographic surveying and mapping at the intersection of 52nd Street NE & Sunnyside Boulevard:

- Topographic surveying 300’ in all directions along both Sunnyside Boulevard and 52nd Street NE at their intersection.
- Survey will include above and below ground utilities, concrete sidewalks and ramps, edge of pavement, roadside ditches, retaining walls, fences, illumination poles and associated equipment, existing signs, and other pertinent planimetric features within the right-of-way.
- Right-of-way, property lines, and easements.
- Mapping of areas denoted in bullets above.

Subtask 2.1 assumptions:

- Title reports or deeds for adjoining properties adjacent to project right-of-way will be provided by the Client.
- Right-of-entry agreements with individual property owners will be provided by the Client for those parcels where survey extends onto private property.
- No property corners will be set under this proposal.
- A Record of Survey will not be filed under this proposal.
- Exclusions include boundary/encroachment resolution if encountered.
- Recording fees, submittal fees, reprographic costs will be billed as a reimbursable expense and are not included in this proposal.

- Task 2.2 will supplement task 2.1; utility locates will be performed before initial survey to avoid additional trips to the project area.
- Preparation of standard easement language and forms will be provided by the client.
- These tasks do not include coordination of submittal and/or recording.
- These tasks do not include preparation of conveyance deeds or any other resultant deeds of underlying properties.
- Any additional work, beyond the scope above, which is requested by the Client, will be performed by amending this contract.

SUBTASK 2.2 – UNDERGROUND LOCATES

This task is to have a third-party company perform underground utility locates and map the findings within the scoped area.

SUBTASK 2.3 – TRAFFIC DATA ESTIMATION AND ANALYSIS

The Consultant will develop weekday AM and PM period traffic volumes and turning movement counts using data previously collected by the Client. This data will be used to provide recommended lane configurations for each intersection approach and will be provided to the Client for their review and approval. The Consultant will prepare a short technical memorandum summarizing this analysis.

SUBTASK 2.4 – GEOTECHNICAL FIELD INVESTIGATION AND ANALYSIS

Geotechnical Field Investigation - The Consultant shall advance a boring to a maximum depth of 20 feet at the approximate location of the proposed signal pole foundations near the intersection of 52nd Street NE & Sunnyside Boulevard. The Consultant will drill a total of one (1) boring for this scope of services. The borehole will be backfilled in accordance with Washington State regulations. Observation wells are not proposed, and borehole pavement surfaces will be patched with quick-setting concrete. No other site restoration is included.

The Consultant will subcontract a local, experienced driller to drill and sample the borings with hollow stem auger drilling methods. The boring will take one day to complete. The Consultant will have a field representative on site full-time during drilling. Subsurface soil samples will be collected from the borings using the Standard Penetration Test (SPT) at intervals of 2.5 feet in the upper 20 feet.

Sample Review, Laboratory Program Preparation, and Geotechnical Laboratory Testing - An experienced engineering geologist will review the sample classifications and interpret the geologic units encountered in the boreholes. Laboratory testing is not anticipated.

Analyses and Reporting - After drilling, the boring logs will be finalized and we will perform geotechnical engineering studies to develop recommendations for signal pole foundations in accordance with Washington State Department of Transportation (WSDOT) Geotechnical Design Manual. We will provide geotechnical design recommendations including lateral earth pressures and sliding resistance for the proposed retaining wall at 52nd Street NE & Sunnyside Boulevard. The Consultant will prepare a Draft Geotechnical Engineering Report to be delivered with the 30% submittal. The report will provide the boring logs, a description of the subsurface conditions, and the results of the geotechnical engineering analyses. Comments received from review of the draft report will be addressed with the development of the Final Geotechnical Engineering Report to be delivered with the 60% submittal.

Subtask 2.4 assumptions:

- Borings will be performed within the Client's Right of Way.
- The Consultant will call the Underground Utilities Location Center (UULC) to locate underground utilities prior to the drilling. The Client is responsible for locating utilities not

marked by the UULC.

- The Client will provide all traffic control equipment and personnel for the boring.
- No steam cleaning of drilling/sampling/coring equipment will be completed. In addition, no environmental samples will be taken. Indications of hydrocarbon contamination will be monitored using a photoionization detector.
- The Consultant will not be required to pay prevailing wages to subcontractors.
- All fieldwork will be completed during normal workdays Monday through Friday. We assumed a time restriction between 9am and 4pm due to traffic.

Task 03 - Utility Coordination

Design Coordination - The Consultant will coordinate with utility agencies regarding the relocation of existing facilities and provision of new facilities within the project area. Coordination with the utilities will include the following:

- Provide the utility agencies with a copy of the base mapping for verification of utility locations.
- Provide the utility agencies with a copy of the preliminary (30-percent-complete) design drawings for review.
- Provide the utility agencies with a copy of the 60 and 90-percent-complete design drawings for review.
- Provide the utility agencies with a copy of the 100-percent-complete design drawings for review.
- Provide the utility agencies with a copy of the Bid-Ready construction documents for information.
- Attend up to two (2) Utility Coordination Meetings at the project site.
- Coordinate with utility agencies during PS&E development. The Consultant will provide support up to the amount shown in the fee proposal. Additional hours will be considered additional work to be negotiated as a supplemental agreement.

The design of undergrounding existing overhead or above ground utilities is not included in this scope of work.

Task 04 – Right of Way Services

SUBTASK 4.1 – RIGHT-OF-WAY ACQUISITION SERVICES

It is understood the project design and right of way is Client funded with construction funded through a FHWA CMAQ grant. Therefore, all Right of Way activities will be completed per the Client's WSDOT approved Right of Way acquisition policies and procedures, WSDOT's Local Agency Guidelines - Section 25 (Right of Way Procedures) and the federal Uniform Relocation Assistance and Real Property Acquisitions Policies Act (URA). The Client has current WSDOT approved Right of Way Acquisition procedures dated January 31, 2018. Obligation of construction funds must occur by June 1, 2022. Therefore, the right of way phase shall be completed by December 31, 2021.

Preparation and Administration – The Consultant will provide sample templates of all acquisition documents for the Client's review and approval for project use. All forms and documents will comply with Client's standards and in accordance with statutory requirements. The Client's pre-approved documents will be used when provided. The Consultant will maintain acquisition records in accordance with statutory, regulatory and policy requirements.

For each parcel impacted, the Consultant will prepare acquisition files to include fair offer letters, recording and ancillary documents, a standard diary form indicating all contacts with owner(s), and other items necessary to complete the work.

Deliverables:

- Coordinate Client approval of Acquisition forms and documents for project use.

Title - Ownership Review – It is assumed the Client will provide title reports of all impacted properties. Note: Title reports are not required for parcels requiring a Temporary Construction Easement only, unless required for other purposes such as design base mapping, etc. Upon receipt of title reports, the Consultant will conduct initial reviews of each report to assess future complications at closing and potential conflicts from utility encumbrances, etc., that may pose obstacles or delays to the acquisition closing process. A Parcel Title Summary Memo will be developed for the one (1) tax parcel shown in Table A requiring permanent real property rights. Memos will list encumbrances and exceptions with recommendations to the Client on how to resolve each.

Deliverables:

- Prepare one (1) Parcel Title Summary Memo.

Public Outreach – The Consultant will assist Client in preparation of an “Introduction Informational Letter” for delivery to each property owner shown in Table A below. The letter will describe the purpose of the project, the project schedule, identify the Client’s consultants (Universal Field Services, Transpo Group, etc.) and the purpose of each firm.

Deliverables:

- Sample “Introduction Informational Letter”

Right of Way Funding Estimate (RW Funding Estimate) – In May 2020, WSDOT replaced the Project Funding Estimate (PFE) and True Cost Estimate (TCE) methods with a new funding tool referred to as simply “Right of Way Funding Estimate” WSDOT Form LPA-005b. Estimated land values will be based upon adjustments of current assessors values for land and improvements.

Deliverables:

- Right of Way Funding Estimate / WSDOT Form LPA-005b, to include four (4) tax parcels shown in Table A below.

Appraisal / Appraisal Review / Administrative Offer Summary Worksheets - With results of the RW Funding Estimate and in consideration of the Client’s appraisal waiver limit of \$25,000, the Consultant will coordinate and confirm with the Client to determine if the impacted parcels will require AOS Worksheets, or Appraisal and Appraisal Review reports. At this time based on the limited areas of the real property rights to be acquired and the fact acquisitions appear to be uncomplicated, it is assumed Appraisal and Appraisal Review reports will not be required. Furthermore, we assume the amounts of just compensation offered to property owners will be significantly less than \$10,000. Therefore, only AOS worksheets will be necessary as the basis of offers to the property owner.

The AOS worksheets will be completed in accordance with Washington State Department of Transportation (WSDOT) Local Agency Guidelines – Section 25 (Right of Way Procedures. Completed AOS worksheets will be submitted to the Client for review and written approval establishing the amount of Just Compensation to each property owner. The Client will be required to provide concurrence and written approvals of the estimated amounts of just compensation determined in the AOS worksheet.

Deliverables:

- AOS Worksheets – four (4) each.

Present Offers / Negotiations - Upon receipt of written approvals from the Client establishing the amounts of just compensation, the Consultant will prepare offer package(s) and promptly present offers to purchase all the required real property interests and negotiate in good faith to reach a settlement with each property owner(s). Offers will be presented in person when at all possible. If negotiations reach an impasse, the Consultant shall provide the Client with written notification. If necessary, the Consultant will attempt to secure Administrative Settlements or Voluntary Possession and Use Agreements with the owner(s), allowing the project to move forward and allowing the property owner additional time to negotiate. As a last resort, if the owner is unwilling to agree to a Voluntary Possession and Use Agreement, the file will be transmitted to the Client's legal staff for mediation or filing of a condemnation action. The Consultant will provide limited technical support for all mediation or condemnation as required.

Deliverables:

- Prepare Offer Packages – four (4) each.
- Present Offers / Conduct Negotiations.
- Completed parcel files and records of all Right of Way Acquisition services.

Parcel Closing – It is understood the Client conducts all closing efforts through their in-house legal staff. The Consultant will provide advisory assistance to the Client in determining the most appropriate method of closing each transaction. Subject to the Client's Title Clearing policies, the method of closing can be completed in-house or through a reputable escrow firm. Typically, the title company will provide escrow services.

In-House Closing – Generally for low risk and uncomplicated title clearing, this method is subject to the Client's title clearing policies and amount of acceptable risk. The signed conveyance documents and payment vouchers will be transmitted to the Client for approval and processing. Simultaneously, the Consultant will coordinate with recommendations to the Client for taking title to certain exceptions and encumbrances.

Escrow Closing – Generally for higher risk and complicated title clearing, this method will also consider the Client's title clearing policies. The signed conveyance documents will be transmitted to the Client for approval and signature. Once Client approval is received, the transaction package will be delivered to the designated escrow company for closing and recording. Albeit the escrow firm's responsibility, the Consultant will work with the Escrow and Title Company in their effort to remove unacceptable exceptions and to obtain title insurance policies for the Client.

Deliverables:

- Completed parcel files and records of all Right of Way Acquisition services.

Right of Way Certification – Since there are federal funds participating in the right of way phase, Right of Way Certification will be coordinated and completed through WSDOT Real Estate Services and Local Programs. Right of Way acquisition files will be prepared and completed to the satisfaction of a WSDOT Right of Way review to support federal aid participation. The Consultant will further coordinate right of way activities with WSDOT's Northwest Region Local Agency Coordinator, as needed throughout the project.

Deliverables:

- Right of Way Certification form for WSDOT review and approval.

Subtask 4.1 assumptions:

The Client will provide the following:

1. Preliminary Commitments (Title Reports) for all parcels shown in Table A below. If requested, the Consultant will order title reports or any updates. The title company will bill the Client directly. Note: Title reports are not required for parcels requiring a Temporary Construction Easement only, unless required for other purposes such as design base mapping, etc.

2. Approve designation of the escrow company used for this project. The escrow company will bill the Client directly for all escrow services, if any.
3. Form approval, in electronic format, of all legal conveyance documents and forms prior to use (i.e. offer letters, deeds, easements, etc.).
4. Review and approval of all determinations of value, established by the project appraisers, and provide written authorization prior to offers being made to property owners.
5. Payment of all compensation payments to property owners, recording fees, legal services and any incidental costs which may arise necessary to complete each transaction.
6. Send "Introduction Letters" to property owners, as necessary.

TABLE A						
Parcel Data				Real Property Rights to Acquire		
No.	Location	Tax Parcel No.	Owner / Taxpayer	Partial Fee Simple	Temp Construction Easement	Intersection Quadrant
1	5127 Sunnyside Boulevard	00479200000101	Bruce Alexander	X	X	SE
2	NW Q of 52nd Street NE & Sunnyside Boulevard	TR 999	Harbor View Village		X	NW
3	6305 52nd Street NE	30053400103100	Wesley Anderton		X	NE

SUBTASK 4.2 – RIGHT-OF-WAY ACQUISITION EXHIBITS

This task is to prepare documents for executing two individual Temporary Construction Easements (TCE) and one individual Right-of-Way acquisition documents including the following deliverables:

- Proposed Right-of-Way Acquisition and TCE exhibit maps will be prepared
- Underlying subject property legal description will be prepared on exhibit format
- Right-of-Way Acquisition and TCE legal descriptions will be prepared by PLS on exhibit format

SUBTASK 4.3 – RIGHT-OF-WAY PLAN

This task is to prepare a Right-of-Way Plan establishing the minimum width of Right-of-Way to accommodate proposed construction and provide proper maintenance of roadway. The deliverable will contain the following elements:

- Define and dimension areas necessary to construct and maintain the main roadway and necessary outer roadways, entrances, and crossroads
- The right of way limits will include areas necessary for utility adjustments and maintenance activities
- Right of way dimensions will be sufficiently detailed to write deeds to describe the required right of way and easement limits
- Right-of-Way plans will be prepared in accordance to WSDOT Local Agency Guidelines (LAG) Manual

Task 05 – Environmental Documentation

The Consultant will prepare NEPA environmental checklists for the project through identification of potential project impacts and searches of publicly available agency mapping and resources. Other permitting, critical area delineation and field investigations necessary to support the identification of cultural resources or biological resources are not anticipated. In the event these services are deemed necessary, the Consultant will notify the Client and these services may be added to the scope of work by addendum. The project is expected to meet the requirements for a categorical exclusion. The Consultant will lead all coordination efforts with WSDOT, as required.

Task 06 – Design Plans, Specifications and Estimates (PS&E)

SUBTASK 6.1 – 30% PS&E

30% Design Plans – The Consultant will prepare and submit 30% design plans. The purpose of the 30% design plans are to finalize the horizontal placement of project improvements. The 30% design submittal is anticipated to include the following plan sheets:

- Cover Sheet with Vicinity Map and Index
- Legend and Abbreviations
- Channelization and Signing Plans
- Traffic Signal Plan
- Horizontal/Survey Control Plan
- Existing Survey Conditions
- TESC Plan
- Paving/Drainage Plan

30% Opinion of Probable Construction Costs – The Consultant will prepare and submit an Opinion of Probable Construction Costs based on the 30% design. The Opinion of Probable Construction Costs will be presented in an Excel spreadsheet corresponding to the sequence of items as will be listed in the Project Manual’s final bid schedule.

30% Design Documentation - The Consultant will prepare and submit design supporting documentation based on the 30% design. It is anticipated to include:

- ADA conceptual layout to be sent to WSDOT for review and approval
- Draft Geotechnical Engineering Report
- Draft drainage memo per the Client’s drainage code
- Intersection illumination photometric analysis
- Traffic signal pole wind-load calculations
- Traffic signal pole vertical clearance calculations or figures

Quality Control – The Consultant will conduct quality control reviews by selected senior staff members with appropriate expertise and experience. The senior staff members will scrutinize and question the major elements of the design for adequacy of response to the major design challenges, conformance to accepted design practices, constructability, and compliance with the Client’s standards.

30% Design Review – The Consultant will meet with the Client to discuss and resolve Client comments on the 30% design submittal.

Subtask 6.1 assumptions:

- All existing ADA ramps will be replaced
- An ADA conceptual layout will be sent to WSDOT for review and approval
- Stormwater detention will not be required
- One modular block retaining wall (less than 4’ height) will be required

SUBTASK 6.2 – 90% PS&E

90% Design Plans – The Consultant will prepare and submit 90% design plans based on the Client approved 30% design submittal. The 90% design submittal is anticipated to include all the 30% design plans and the following additional plan sheets:

- Traffic Signal Field Wire Terminations
- Traffic Signal Details
- Traffic Control Plans
- Traffic Control Details
- TESC Details
- Paving/Drainage Details
- Detail Grading/ADA Plans

90% Project Manual – The Consultant will prepare the draft general and special provisions based on the current edition of the Client’s standards, and the 2020 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction. The contents will include bid form items, the Client’s general conditions, supplemental general conditions, amendments to the standard specifications, special provisions, and standard plans. The Client’s review comments pertaining to the outline specifications will be addressed in preparing the final document. The special provisions will address items of work which are not addressed by the Client’s standards or the APWA and Washington State Standard Specifications as may be required to properly cover the work contemplated by the plans.

The Consultant will prepare the project manual to include:

- Boilerplate City of Marysville contracts and documentation (to be provided by the Client)
- Bid Schedule
- Special Provisions based on the Client’s boilerplate special provisions to the 2020 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction plus APWA Supplement (English Version)
- Appendices (as needed)

90% Opinion of Probable Construction Costs – The Consultant will prepare and submit an Opinion of Probable Construction Costs based on the 90% design.

90% Design Supporting Documentation – The Consultant will prepare and submit design supporting documentation based on the 90% design. It is anticipated to include:

- Final Geotechnical Engineering Report
- Conduit fill calculations
- MEF documentation if required
- Final drainage memo per the Client’s drainage code

Quality Control – The Consultant will conduct quality control reviews by selected senior staff members with appropriate expertise and experience. The senior staff members will scrutinize and question the major elements of the design for adequacy of response to the major design challenges, conformance to accepted design practices, constructability, and compliance with the Client’s graphic standards.

90% Design Review – The Consultant will meet with the Client to discuss and resolve Client comments on the 90% design submittal. It is assumed that the 90% plans, specifications, and other documentation will be submitted to WSDOT for review for construction obligation.

SUBTASK 6.4 – 100% PS&E

100% PS&E – The Consultant will prepare and submit Final Design Plans, Project Manual, and Opinion of Probable Costs based on the Client approved 90% design submittal and WSDOT’s review of the 90% plans and specifications. The Consultant will make minor changes, amendments, or revisions in the detail of the work as requested by the Client.

Quality Control – The Consultant will conduct quality control reviews by selected senior staff members with appropriate expertise and experience. The senior staff members will scrutinize and question the major elements of the design for adequacy of response to the major design challenges, conformance to accepted design practices, constructability, and compliance with the Client’s graphic standards.

100% Design Review – The Consultant will meet with the Client to discuss and resolve Client comments on the 100% design submittal.

SUBTASK 6.5 – BID-READY PS&E

Bid-Ready PS&E – The Consultant will prepare and submit Bid-Ready Design Plans, Project Manual, and Opinion of Probable Costs based on the Client approved 100% PS&E.

The Bid-Ready PS&E is anticipated to include the following plan sheets:

- Cover Sheet with Vicinity Map and Index
- Legend and Abbreviations
- Horizontal/Survey Control Plan
- Existing survey conditions
- Traffic Signal Plans
- Traffic Signal Pole Schedule
- Traffic Signal Field Wire Terminations Sheet
- Traffic Signal Details Sheet
- Channelization and Signing Plans
- Traffic Control Plans
- TESC Plan
- TESC Details
- Paving/Drainage Plan
- Paving/Drainage Details
- Detail Grading/ADA Plans

The Consultant will also submit the following final original documents to the Client:

- Computer files for the plans (AutoCAD and PDF) and the project manual.
- Final design supporting documentation.

Task 07 – Bid and Award Support

The Consultant shall support the Client during the bid and award periods of the construction contract. The following tasks will be provided by the Consultant:

- Attending and participating in a Pre-Bid meeting to assist the Client in responding to questions and inquires.
- Attending a pre-construction meeting with the contractor to assist the Client in responding to questions and inquires.
- Assisting the Client during the bid period to answer questions that arise concerning the PS&E documents and assisting the Client in preparing any addenda required.

Task 08 - Construction Phase Services

The scope of work for Construction Phase Services will be reviewed and defined at completion of Task 7, Bid and Award Support. The associated budget for these efforts will be developed and authorized by supplemental agreement.

Exhibit B
DBE Participation

Agreement Number:

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

C. Computer Aided Drafting Files

Agreement Number:

D. Specify the Agency's Right to Review Product with the Consultant

E. Specify the Electronic Deliverables to Be Provided to the Agency

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agreement Number:

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

Agreement Number:

Cost Estimate Worksheet



Number / Project Name
1.20129.PR - 52nd St NE/Sunnyside Blvd Intersection Improvement

Pay rates are effective from June 22, 2019 through June 20, 2020, within the ranges shown in the attachment.
 Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

	Project Manager	Project Engineer	Design Lead	CAD/ Graphics	Project Admin
initials	RP	CAC2	JKHC	MHA	AMC
job title	Eng L6	Eng L5	Eng L4	Eng L2	PA L4
cost rate	\$63.46	\$52.16	\$44.95	\$36.78	\$46.39

Labor:

	Work Task					Hours	Cost
1	Task 01 - Project Management and Coordination						
2	Progress Reports, Invoices, and Project Schedule	6				6	\$659
3	Project Coordination	12	16	4		32	\$1,776
5	Task 02 - Data Collection and Analysis						
6	2.1 - Topo Field Survey and Mapping		2	2		4	\$194
7	2.2 - Underground Locates					0	\$0
8	2.3 - Traffic Data Estimation and Analysis	2		4		6	\$307
9	2.4 - Geotechnical Field Investigation and Analysis					0	\$0
10	Task 03 - Utility Coordination						
11	Design Coordination	1	8	12	8	29	\$1,314
13	Task 04 - Right of Way Services						
	Right of Way Services					0	\$0
14	Task 05 - Environmental Documentation						
	Environmental Documentation	2	8			10	\$544
15	Task 06 - Design Plans, Specs, and Estimates (PS&E)						
16	6.1 - 30% PS&E						
17	Plans		4	8	20	32	\$1,304
18	Opinion of Probable Construction Costs		1	2	2	5	\$216
19	Design Documentation			2	2	4	\$163
20	Quality Control	2				2	\$127
21	Design Review	2	2			4	\$231
28	6.2 - 90% PS&E						
29	Plans		8	16	40	64	\$2,608
30	Project Manual		4	12	4	20	\$895
31	Opinion of Probable Costs		2	4	8	14	\$578
32	Design Documentation			4	8	12	\$474
33	Quality Control	4				4	\$254
34	Design Review	3	3			6	\$347
35	6.3 - 100% PS&E						
36	100% PS&E		4	8	12	24	\$1,010
37	Quality Control	1				1	\$63
38	Design Review	1	1			2	\$116
39	6.4 - Bid-Ready PS&E						
40	Task 07 - Bid and Award Support						
41	Pre-Bid Meeting		4			4	\$209
42	Pre-Construction Meeting		4			4	\$209
43	Bid Assistance	2	4	4	6	16	\$736
44	Task 08 - Construction Phase Services						
45							
46							
47							
48							
49							

Total Hours	39	77	86	118	6	326	
Labor Costs	\$2,475	\$4,016	\$3,866	\$4,340	\$278		\$14,975.34

Overhead		157.30%					\$23,556.21
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Fee (as a % of labor)		30.00%					\$4,492.60
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Miscellaneous Expenses:

Item	Reimbursable Cost
1 Travel expenses (mileage)	\$250
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	

Total Reimbursable Expenses	\$250
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Subconsultants:

Firm	Subs Cost
1 Shannon+Wilson	\$13,118
2 LDC	\$57,551
3 Universal Field Services	\$26,442
4	
5	
Total Subconsultants	\$97,111

TOTAL ESTIMATE	\$140,386.00
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Sub-consultant Cost Computations

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Agreement Number:

City of Marysville Intersections Geotechnical Engineering- Shannon & Wilson						
WORK ELEMENT	Principal In Charge	Senior Professional 1	Engineer IV	Drafting	Clerical	TOTAL HOURS
	\$78.00	\$45.00	\$40.00	\$30.00	25	
WORK ELEMENT 1: Geotechnical Investigation & Reports						
1.1 Field Investigation						0
Subcontractor coordination and contracting		2				2
Locate explorations and utility clearance		3	3			6
Sampling and Logging Borings	1	1	8			10
Review Samples and Laboratory Testing Plan		1	2			3
Finalize Boring Logs		1			1	2
						0
1.2 Laboratory Testing Plan (lab testing included in ODC sheet)		1				1
1.3 Geotechnical Analysis						0
1.3.1-Signal Pole Foundations	1	1	2			4
1.3.2-52nd St Northeast & Sunnyside Blvd Lateral earth pressure, sliding and bearing	1	2	2			5
1.5 Participation in Design Meetings (2 meetings, kickoff and 1 coordination)	4					4
1.6 Geotechnical Data & Engineering Report						0
Draft	1	2	2	3	2	10
Respond to comments	1					1
Final	1	2		2	2	7
Subtotal Work Element 1	10	16	19	5	5	55
WORK ELEMENT 2: Project Management						
2.1 Implement Quality Control Program		2	2			4
2.2 Monthly Progress Reports & Billing		2			2	4
Subtotal Work Element 2	0	4	2	0	2	8
						0
SUBTOTAL	10	20	21	5	7	63
GRAND TOTAL HOURS	10	20	21	5	7	63

Direct Labor Cost \$2,845

Labor Escalation

Adjust Direct Labor Cost 2,845

Overhead Rate-2020 provision Rate @ 187.94% 5,347
 Total adjusted Direct Labor & Overhead Cost 8,192

Fixed Fee @ Direct Labor Cost 30% 854
 Total Labor Cost 9,045

Direct Expenses:

Drilling Subcontract (1 truck boring) 3,252
 Other ODC and Minor Subcontracts 75
 S&W Laboratory Testing 630
 Copies/Printing 0
 Mileage 116
 Traffic Control (by City) 0
 Permits (street use) (by others) 0
 Total Direct Expenses 4,073

S&W Total \$13,118

EXHIBIT B: Proposed Budget / Fee



Client Name: Transpo Group

Project Name: 52nd Street NE & Sunnyside Blvd Intersection Improvements

Date: 6/23/2020

Task	Principal / Director Hours	Project Manager Hours	Structural Engineer Hours	E.I.T. Hours	Sr. CAD Technician Hours	CAD Technician II Hours	CAD Survey Technician Hours	Sr. Land Surveyor Hours	Chief of Parties Hours	Survey Crew Chief II Hours	Project Surveyor	Project Admin. Hours	Direct Labor Costs	Over Head	Fee (30%)	Total
Direct Rate (per hour)	\$94.10	\$47.62	\$38.64	\$32.24	\$32.00	\$30.76	\$32.00	\$52.96	\$43.04	\$40.00	\$36.76	\$25				
Task 2.1 Typographic Survey and Base Mapping							16	2	2	20	4	2	\$1,701.04	\$2,667.74	\$510.31	\$4,879.09
Field Work													\$0.00	\$0.00	\$0.00	\$0.00
Base Map Preparation													\$0.00	\$0.00	\$0.00	\$0.00
Task 2.2 Underground Utility Locates (APS)													\$0.00	\$0.00	\$0.00	\$0.00
Task 2.3 Temporary Construction Easement (2)							8	4			4	2	\$664.88	\$1,042.73	\$199.46	\$1,907.08
Task 2.4 Right-of-Way Acquisition Docs (2)							8	4			4	2	\$664.88	\$1,042.73	\$199.46	\$1,907.08
Task 2.5 Right-of-Way Plan							12	8			8		\$1,101.76	\$1,727.89	\$330.53	\$3,160.18
Task 6.1 30% Design													\$0.00	\$0.00	\$0.00	\$0.00
ADA Field Measurement	0.5			4									\$176.01	\$276.04	\$52.80	\$504.85
Draft Drainage Memo		1		8									\$305.54	\$479.18	\$91.66	\$876.38
30% Civil Plans	8			30		32							\$2,704.32	\$4,241.19	\$811.30	\$7,756.80
30% Opinion of Costs	0.5			6									\$240.49	\$377.16	\$72.15	\$689.80
													\$0.00	\$0.00	\$0.00	\$0.00
ADA Conceptual Design	1			6		2							\$349.06	\$547.43	\$104.72	\$1,001.21
													\$0.00	\$0.00	\$0.00	\$0.00
													\$0.00	\$0.00	\$0.00	\$0.00
													\$0.00	\$0.00	\$0.00	\$0.00
Task 6.3 90% Design													\$0.00	\$0.00	\$0.00	\$0.00
MEF Documentation		2		4									\$224.20	\$351.61	\$67.26	\$643.07
Final Drainage Memo		2		9									\$385.40	\$604.42	\$115.62	\$1,105.44
90% Specifications	1			16									\$609.94	\$956.57	\$182.98	\$1,749.49
90% Plans	12	4		30	4	32							\$3,399.20	\$5,330.97	\$1,019.76	\$9,749.93
90% Opinion of Costs	1			6									\$287.54	\$450.95	\$86.26	\$824.75
Task 6.4 100% Design													\$0.00	\$0.00	\$0.00	\$0.00
100% Specifications	1			12									\$480.98	\$754.32	\$144.29	\$1,379.59
100% Plans	8			24	4	20							\$2,269.76	\$3,559.66	\$680.93	\$6,510.35
100% Opinion of Costs	0.5			4									\$176.01	\$276.04	\$52.80	\$504.85
Retaining Wall Design	4		16	24	20								\$2,408.40	\$3,777.09	\$722.52	\$6,908.01
Task 6.5 Bid Ready Design (Final Design)	2			12		10							\$882.68	\$1,384.31	\$264.80	\$2,531.79
Task 7 Bid and Award Support	0.5			8		2							\$366.49	\$574.77	\$109.95	\$1,051.20
Hour Estimate:	40	9	16	203	28	98	44	18	2	20	20	6	\$19,398.58	\$30,422.79	\$5,819.57	\$55,640.95
Total Labor Cost:	\$3,764.00	\$428.58	\$618.24	\$6,544.72	\$896.00	\$3,014.48	\$1,408.00	\$953.28	\$86.08	\$800.00	\$735.20	\$150.00	\$19,398.58	\$30,422.79	\$5,819.57	\$55,640.95

LDC Consulting Cost:	
Subtotal: LDC Direct Labor Costs	\$ 19,398.58
Over Head (156.83%)	\$ 30,422.79
Fee (30%)	\$ 5,819.57
Total: LDC Direct Labor, OH & Fee	\$ 55,640.95
Subconsultant(s):	
1 APS	\$ 1,400.00
2 Underground Utility Vendor	\$ -
3 Landscape Architecture Firm	\$ -
4 Structural Engineering Firm	\$ -
Subtotal	\$ 1,400.00
Overhead (10%)	\$ 140.00
Total: Subconsultants	\$ 1,540.00
Direct Non-Salary Cost:	
Mileage & Expenses (Mileage @ Current IRS Rate)	\$ 170.00
Printing	\$ 200.00
Total: Direct Non-Salary	\$ 370.00
TOTAL ESTIMATED COST	\$ 57,550.95

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**Fee Estimate
53rd Ave NE and Sunnyside Blvd (61st St. NE)
Right of Way Acquisition Services**

DIRECT SALARY COSTS (DSC)

	<u>Personnel</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
1	ROW Oversight	20.0	X	\$61.75	\$	1,235
2	Project Manager	56.5	X	\$51.50	= \$	2,910
3	Senior Acquisition Specialist	148.0	X	\$45.00	= \$	6,660
4	Title / Escrow Specialist	25.0	X	\$33.00	= \$	825
5	Sr Administrative Specialist	<u>38.0</u>	X	\$29.00	= \$	<u>1,102</u>
	Total Hours	287.5		Subtotal Direct Salary Costs (DSC) =	\$	12,732
	Indirect Cost Rate (ICR)	51.91%			\$	6,609
	Fixed Fee (FF)	30.00%			\$	<u>3,820</u>
TOTAL DSC = \$						23,160

DIRECT NONSALARY COSTS (DNCS)

Mileage	490	miles @ \$ 0.575	\$	282
Miscellaneous Expenses (see note 3 below)			\$	<u>300</u>
TOTAL (DNCS) = \$				582

SUBCONSULTANTS

Administrative Offer Summary Worksheets	<u>3 ea.</u>	\$	2,700
TOTAL SUBCONSULTANT FEES = \$			2,700

TOTAL ESTIMATED AMOUNT = \$ 26,442

Notes:

- 1.) Universal reserves the right to re-negotiate estimate total if Notice to Proceed not provided within 180 days from the date of this estimate.
- 2.) Mileage to be billed at \$0.575/mile or the approved IRS rate at the time mileage is incurred.
- 3.) Reimbursable miscellaneous expenses including but not limited to: mapping, photos, postage, parking, printing, tolls, ferry fees, etc., at cost - no markup.
- 4.) This fee estimate is based on UFS Scope of Work dated June 10, 2020.
- 5.) Federal funds may be allocated to the ROW Phase.

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

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

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

Agreement Number:

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

whose address is

and that neither the above firm nor I have:

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-1(b) Certification of

I hereby certify that I am the:

Other

of the _____, and
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

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

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

Signature

Date

Agreement Number:

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal 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 (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. 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 (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____**.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm:

Signature

Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

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

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$

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

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

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

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

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

Notes: Cost of added insurance requirements: \$

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

Agreement Number:

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number:

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Agreement Number:

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

Agreement Number:

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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


Agreement Number:

Index #8

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 13, 2020

AGENDA ITEM:	
Supplement Agreement No. 1 with J.A. Brennan re Olympic View Park	
PREPARED BY:	DIRECTOR APPROVAL:
Adam Benton, Project Engineer	
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
Supplemental Agreement No. 1	
BUDGET CODE:	AMOUNT:
31000076.563000, P1801	\$34,986.00
SUMMARY:	
<p>The City contracted with J.A. Brennan on December 18, 2018 to provide the City with design services for the Olympic View Park project. Consideration to award the project is schedule for the July 13, 2020 Council meeting.</p> <p>Construction will commence soon after award. While construction of the project will be managed and inspected by in-house staff, retaining the design consultant to provide services during construction is often necessary in order to address questions or issues as they arise.</p> <p>The attached Supplement No. 1 to the City’s agreement with J.A. Brennan includes additional scope and fee to assist the City with construction support services and record drawings. This supplement also extends the term of the original contract to March 31, 2021.</p>	
RECOMMENDED ACTION:	
Staff recommends that Council authorize the Mayor to sign and execute the Supplemental Agreement No. 1 to the Professional Services Agreement with J.A. Brennan in the amount of \$34,986.00 and extend the terms of the contract to March 31, 2021.	
RECOMMENDED MOTION:	
I move to authorize the Mayor to sign and execute the supplemental agreement.	

**SUPPLEMENTAL AGREEMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND J.A. BRENNAN ASSOCIATES, PLLC**

THIS SUPPLEMENTAL AGREEMENT NO. 1 (“Supplemental Agreement No. 1”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”) and J.A. Brennan Associates, PLLC, a professional limited liability coporation (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for archicectural and engineering design services associated with the Olypmic View Park project (the “Original Agreement”), said Original Agreement being dated December 18, 2018; and

WHEREAS, both parties desire to supplement the Original Agreement, by expanding the Scope of Services to provide for additional services associated with construction management and record drawings and to provide compensation therefore;

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

1. Exhibit A, as referenced and incorporated in Section 1 of the Original Agreement, “SCOPE OF SERVICES”, shall be replaced by Exhibit A-1, attached hereto and by this references made part of this Supplemental Agreement No. 1, and a part of the Original Agreement.
2. Section 2 of the Original Agreement, “TERM”, is amended to add that the parties agree to extend the term of the Original Agreement to terminate at midnight **March 31, 2021**.
3. Section 3 of the Original Agreement, “COMPENSATION”, is amended to include the additional Consultant fee of **\$34,986.00** and shall read as follows: “In no event shall the compensation paid to Consultant under this Agreement exceed **\$275,910.70** within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City.”

The total compensation payable to the Consultant is summarized as follows:

Original Agreement	\$240,924.70
Supplemental Agreement No.1	\$34,986.00
Grand Total	\$275,910.70

4. Each and every provision of the Original Agreement for Professional Services dated December 18, 2018, shall remain in full force and effect, except as modified herein.

DATED this _____ day of _____, 2020.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

DATED this _____ day of _____, 2020.

J.A. BRENNAN ASSOCIATES, PLLC

By _____
Jim Brennan
Its: Principal

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

Exhibit A

June 30, 2020

Supplement #1 - Scope of Work

City of Marysville

Olympic View Park – Construction Administration Support Services

I. Project Description

This is a supplement to the Olympic View Park community park project and will be to provide construction support and preparation of record drawings for this project. The construction elements include an access road, parking area, utilities, stormwater treatment, a restroom, small picnic shelter, interpretative signs, trails, play features, landscaping and retaining walls.

J.A. Brennan Associates (JAB) will manage the team and will provide construction support related to landscape architecture. The JAB consultant team includes Herrera Environmental Consultants (Herrera) for civil engineering, Stantec for electrical engineering, and Aspect Consulting (Aspect) for geotechnical engineering and structural engineering (related to 4' max. height retaining walls).

All work as shown on the plans and specification prepared by the J.A. Brennan Associates team. It is anticipated that the project will be bid with the current plans and specifications except for changes specified in addenda.

See Exhibit B spreadsheet for subtasks, deliverables, and associated hours and fee for each of the consultant team members.

II. Consultant Team Roles

- **J.A. Brennan Associates | Landscape Architects and Planners:** Project management and construction support related to all landscape architectural elements of the project.
- **Herrera| Civil Engineers:** construction support services related to stormwater, drainage and ROW improvements, and vehicular paving.
- **Stantec| Electrical Engineers:** construction support services related to electrical engineering.
- **Aspect Consulting, LLC | Geotechnical Engineers:** construction monitoring services; reviewing field/inspection reports; responding to contractor's geotechnical inquiries, RFI's, submittals, and field/testing inspection reports; verify subgrade for foundations and provide recommendations related to geotechnical issues that come up during construction.

III. Tasks

Task A – Administration/ Coordination

- A. Administration tasks include meeting coordination, scheduling, contract administration, and sub-consultant administration costs and expenses.
- B. Provide coordination with design team and client.

Task B – Construction Support

- A. List of Meetings: See fee matrix (Exhibit B)
- B. We assume the City of Marysville will lead construction management. J.A. Brennan will support construction management by reviewing and responding to submittals, requests for information (RFI), providing back-up documentation for the City's issuance of modification proposals/change orders, attending a pre-construction meeting and a limited number of site progress meetings, attending a review with the City prior to Substantial Completion to support the City's compilation of a punch list, and reviewing completed construction to ensure "punch list" items have been corrected prior to Final Acceptance.
- C. One final onsite inspection.
- D. Answer contractor's questions (RFI's) and provide change order support (up to 16 hours in-office time.)
- E. JAB will review and respond to up to 6 submittals, within the budget allocated.
- F. Prepare electronic media record drawings incorporating contractor's red-lined plan "as-builts."
- G. Herrera Scope:
 - 1. Attend one pre-construction meeting online.
 - 2. Answer contractor's questions (RFI's) and provide change order support (up to 8 hours in-office time.)
 - 3. Attend up to four (4) progress review/construction monitoring site visits.
 - 4. Provide one final inspection and as-built documents.
- H. Stantec Scope:
 - 1. Provide review of submittals, RFI responses, and preparation of change orders.
 - 2. Attend up to two (2) progress review/construction monitoring site visits.
 - 3. Provide one punch list inspection and close out documents.

- I. Aspect Consulting, LLC, Scope:
 - 1. See Aspect Consulting, LLC, Proposal for Services Attachment C.

IV. Assumptions

This scope of work and the resulting maximum amount payable is based on the following assumptions as required for the construction of the project.

A. Scope Assumptions Regarding City Responsibilities

1. The City of Marysville Public Works will lead all construction administration and day to day construction review for the project.
2. The City will prepare a punch list prior to Substantial Completion with JAB and Herrera input at time of walk through.

B. J.A. Brennan Scope Assumptions

1. J.A. Brennan does not provide contaminated soils remediation services. No contaminated soils are anticipated on site.
2. Construction support will be limited to the hours indicated in the attached fee matrix.
3. Others will provide wetland buffer and/or biological monitoring if required.
4. Monitoring of contaminated soils, water, or groundwater will be by others if required.
5. Digital photos will be provided to document site conditions and construction progress.
6. The specific date and time of the four J. A. Brennan on-site visits will be scheduled by J. A. Brennan and the general site work contractor as requested by the City. One of these site visits will be conducted prior to Substantial Completion to aid the City's development of a punch list.
7. Design revisions to the approved permit drawings is not part of the landscape architectural scope but can be provided as an additional service if required.

C. Herrera Scope Assumptions

1. As-built survey will be provided by City of Marysville for the elements within the ROW and for the drainage, if required.
2. The specific date and time of four Herrera on-site visits will be scheduled by J. A. Brennan or the general site work contractor, upon City request.
3. Design revisions to the approved permit drawings is not part of the civil scope but can be provided as an additional service if required.

D. Stantec Scope Assumptions

1. The specific date and time of two Stantec on-site visits will be scheduled by J. A. Brennan or the general site work contractor.
2. Design revisions to the approved permit drawings is not part of the electrical scope but can be provided as an additional service if required.

E. Aspect Scope Assumptions

1. See Aspect Consulting, LLC, Proposal for Services Attachment C.

Olympic View Park | City of Marysville **Exhibit B** 6/30/2020
Landscape Architect: J.A. Brennan Associates, PLLC | Construction Support Fee

WORK ITEM Rate	DESCRIPTION	JB PM \$195.00	TW SrPLA \$145.00	CO Designer \$110.00	CM Designer \$93.00	SY/VS Admin \$105.00	Total JAB Hours	Total JAB Labor	Total JAB Expenses	Total JAB (incl. markup)	Sub. Aspect Geo-tech	Sub. Herrera Civil	Sub. Stantec Electrical	Total Sub.	Markup Total	Grand Total
Olympic View Park Construction Support																
A Administration/ Coordination																
1	Correspondence, meeting coordination, scheduling	2	4			2	8	\$1,180		\$1,180				\$0	\$0	\$1,180
2	Invoice preparation	2				4	6	\$810		\$810				\$0	\$0	\$810
	Subtotal	4	4	0	0	6	14	\$1,990	\$0	\$1,990		\$0	\$0	\$0	\$0	\$1,990
B Construction Support																
1	Pre-Construction kick-off meeting (1) (Herrera online)		4				4	\$580	\$200	\$815		\$352		\$352	\$35	\$1,167
2	RFI & Change orders		8		8		16	\$1,904		\$2,125		\$1,409	\$800	\$2,209	\$221	\$4,334
3	Progress meetings (4 JAB) - onsite		16				16	\$2,320	\$300	\$2,620				\$0	\$0	\$2,620
4	Progress meetings (4 Herrera) - onsite						0	\$0	\$300	\$609		\$3,093		\$3,093	\$309	\$3,702
5	Progress meetings (2 Stantec) - onsite						0	\$0	\$300	\$450		\$1,500		\$1,500	\$150	\$1,950
6	Geotechnical site visit (4)						0	\$0		\$600	\$6,000			\$6,000	\$600	\$6,600
7	Geotechnical support-RFI's, submittals & inspection reports						0	\$0		\$290	\$2,900			\$2,900	\$290	\$3,190
8	Submittal review	1	6		4		11	\$1,437		\$1,557		\$704	\$500	\$1,204	\$120	\$2,761
9	Final inspection (1) onsite		5				5	\$725	\$30	\$907		\$773	\$750	\$1,523	\$152	\$2,430
10	As-builts	1	4		12		17	\$1,891	\$200	\$2,286		\$1,554	\$400	\$1,954	\$195	\$4,240
	Subtotal	2	43	0	24	0	69	\$8,857	\$1,330	\$12,261	\$8,900	\$7,885	\$3,950	\$20,735	\$2,074	\$32,996
GRAND TOTAL		6	47	0	24	6	83	10,847	1,330	14,251	8,900	7,885	3,950	20,735	2,074	\$34,986



June 18, 2020

Tanja Wilcox, RLA
 J.A. Brennan Associates, PLLC
 2701 First Avenue, Suite 510
 Seattle, WA 98121

**Re: Proposal for Geotechnical Engineering Services During Construction
 (Contract Change #1)**
 Olympic View Park
 44th Place NE
 Marysville, Washington
 Project No. 180497

Dear Ms. Wilcox:

Aspect Consulting LLC (Aspect) thanks you for this opportunity to provide this proposal for geotechnical engineering services during construction of the new Olympic View Park (Project) at 44th PL NE, Marysville, Washington (Site). We prepared a geotechnical report for the project dated June 9, 2020. Presented below, we provide our understanding of the project, our proposed approach and scope of work, and cost estimate for your consideration.

Project Understanding

The Project includes the construction of a new park at the Site. Olympic View Park is a new community park on a 7.48-acre property owned by the City of Marysville (City), adjacent to Ebey Waterfront Trail and the Qwuloolt Estuary. The park will provide new shoreline access to Ebey Slough and expand community connection to the existing trail system. The construction elements include an access road, parking areas, a restroom, small picnic shelter, interpretative signs, trails, play area, landscaping, and retaining walls.

Proposed Scope of Work

We will provide on-call geotechnical engineering support during construction, which is anticipated to include in-office and in-the-field support. From the office, we will review and respond to geotechnical-related contractor's RFI's, submittals, and field testing/inspection reports. In the field, we will provide periodic site visits to: observe retaining wall construction; verify subgrade for foundations and provide recommendations related to geotechnical issues that come up during construction. We have assumed that we will provide the following geotechnical engineering reviews and site visits during construction:

- **Retaining walls:** We anticipate review of contractor submittals (wall type, plan for assembling, laboratory and field compaction tests as they become available) and respond to related contractor Requests for Information (RFIs). Our estimate assumes we will conduct up to three site visits for this task to:
 - Verify retaining wall subgrade preparation;
 - Observe the placement of the drainage system; and,



J.A. Brennan Associates, PLLC
June 18, 2020

Project No. 180497

- **Picnic Shelter and Restroom Foundations** – we anticipate review of contractor submittals (leveling pad material type/sources, field and laboratory compaction tests as they become available), and to respond to related contractor RFIs. Our estimate assumes we will conduct up to two site visits for this task to verify restroom and picnic shelter foundation subgrade preparation.

We will submit daily field reports summarizing our observations to J.A. Brennan. We assume that no more than five total part-time site visits will be required through the construction of the new park. After the completion of our last site visit, we will prepare a final letter summarizing the geotechnical special inspections performed and indicate whether the work was completed in general accordance with the approved plans and the geotechnical report, and note any deviations that were recommended for acceptance by the City.

We assume that materials testing, including laboratory and field compaction testing of soil, aggregate and pavement, will be conducted by an independent, accredited laboratory hired by the contractor and that we will have the opportunity to review test results and provide input on testing locations and frequency. If desired, we can coordinate the management of materials testing as an additional service.

Schedule

The extent of our support during construction is directly dependent on the contractor's schedule and sequence of work that is yet to be finalized. Based on our understanding of the project plans and specifications, and our experience with similar projects, we estimate our support will require up to 1 day of in-office support (8 hours) and up to five site visits for the duration of construction. We estimate that each site visit will require up to 2 hours on site, plus travel time, field reporting for each site visit, and senior review of each field report.

Base Budget

We estimate a base budget of **\$10,400** to complete the scope of work described above, billed on a time and materials basis in accordance with the attached Schedule of Charges.

Actual costs may be more or less depending on the contractor's schedule and sequence of construction. Additional requested services, consultations, and meetings will be on a time and materials basis in addition to the base budget. We will seek your approval before exceeding the base budget. We will use a Contract Change Form to request your authorization for any changes to this scope of services. This cost proposal is valid for 90 days unless extended in writing by Aspect Consulting.

Exclusions

The above scope and budget do NOT include materials testing, construction administration or construction management.

Closure

Aspect Consulting's services will be provided in accordance with the Terms and Conditions of the agreement between Aspect Consulting (Aspect) and J.A. Brennan Associates, PLLC (Client) dated December 18, 2018, and the attached Schedule of Charges. Your signature below represents



SCHEDULE OF CHARGES

Effective January 2020

Unless otherwise stated in the proposal or services agreement, current rates are as follows:

PERSONNEL CHARGES: ENGINEERS, SCIENTISTS, AND ANALYSTS Hourly Rate

Principals and Associates

Principal Scientist/Engineer/Analyst 2	\$263
Principal Scientist/Engineer/Analyst 1	\$249
Sr. Associate Scientist/Engineer/Analyst	\$230
Associate Scientist/Engineer/Analyst	\$215

Technical Professionals

Senior Scientist/Engineer/Analyst 3	\$215
Senior Scientist/Engineer/Analyst 2	\$202
Senior Scientist/Engineer/Analyst 1	\$188
Project Scientist/Engineer/Analyst 3	\$173
Project Scientist/Engineer/Analyst 2	\$160
Project Scientist/Engineer/Analyst 1	\$150
Staff Scientist/Engineer/Analyst 3	\$138
Staff Scientist/Engineer/Analyst 2	\$125
Staff Scientist/Engineer/Analyst 1	\$116

PERSONNEL CHARGES: TECHNICAL AND PROJECT SUPPORT STAFF Hourly Rate

Field/Construction Staff

Field/Construction Supervisor	\$128
Field Technician 2	\$104
Field Technician 1	\$97

Design, CAD, and Graphics Staff

Engineering Designer	\$150
Sr. CAD Technician/Specialist	\$135
CAD Technician	\$119

Technical Editing and Project Operations

Sr. Technical Editor	\$120
Technical Editor / Project Coordinator 3	\$109
Project Coordinator 2	\$101
Project Coordinator 1	\$96

PERSONNEL CHARGES: TECHNOLOGY AND SOFTWARE DEVELOPMENT Hourly Rate

Sr. Technology Project Manager	\$224
Technology Project Manager	\$208
Senior Software/Database Architect/ Developer	\$213
Software/Database Architect/ Developer	\$187

OTHER DISBURSEMENT CHARGES

Legal Testimony (4-hour minimum)	\$350/hr
Mileage	Federal Gov Rate Plus 15%
Subcontractors and Miscellaneous Expenses	Cost Plus 15%


Other equipment, rentals, and expenses will be provided on a per job basis.

Client acknowledges that Aspect will adjust the Schedule of Charges annually, and that the Agreement will remain valid for any and all annually adjusted Schedule of Charges.

Index #9

**CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION**

CITY COUNCIL MEETING DATE: July 13, 2020

AGENDA ITEM:	
Purchase of Wetland Mitigation Credits for the Olympic View Park Project	
PREPARED BY:	DIRECTOR APPROVAL:
Adam Benton, Project Engineer	
DEPARTMENT:	
Public Works, Engineering	
ATTACHMENTS:	
Buy/Sell Agreement	
BUDGET CODE:	AMOUNT:
31000076.563000, P1801	\$30,825.00
SUMMARY:	

In accordance with the City’s environmental permitting requirements, the City is obligated to mitigate for impacts to sensitive areas that will occur as a result of the upcoming Olympic View Park Project. The City determined that the most cost-efficient way to do so would be through a combination of on-site plantings and wetland enhancements, in conjunction with purchase of wetland mitigation “credits” from an approved wetland bank.

The attached Buy/Sell Agreement between the City and Mitigation Banking Services, LLC is for the purchase of 0.137 mitigation credits at an overall purchase price of \$30,825.00 for mitigation of impacts to the buffers of three Category III wetlands which are located on the Olympic View Park property.

<p>RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign and execute the enclosed Buy/Sell Agreement with Mitigation Banking Services, LLC, for the purchase of 0.137 wetland credits in the amount of \$30,825.00, thereby mitigating unavoidable wetland impacts arising from the Olympic View Park Project.</p> <p>RECOMMENDED MOTION: I move to authorize the Mayor to sign and execute the agreement.</p>
--

**WETLAND MITIGATION CREDIT BUY/SELL AGREEMENT
MITIGATION BANKING SERVICES**

This Wetland Mitigation Credit Buy/Sell Agreement (“Agreement”) is made by and between Mitigation Banking Services, LLC, a Washington limited liability company (“MBS” or “Credit Seller”), and the City of Marysville, a political subdivision of the State of Washington (“Buyer”) (collectively “Parties”).

1. RECITALS

- 1.1. Mitigation Banking Services, LLC has been contracted by the Snohomish Basin Mitigation Bank (“SBMB”) and the Skykomish Habitat Mitigation Bank (“SHMB”) to market and sell their mitigation credits.
- 1.2. With approval and authorization from the Washington State Department of Ecology (“Ecology”), U.S. Army Corps of Engineers (“Corps”), Environmental Protection Agency (“EPA”), Washington State Department of Natural Resources (“DNR”), and Snohomish County (“County”) (collectively the “Permitting Authorities”), the SBMB and SHMB have been established.
- 1.3. The SBMB and SHMB are established to operate within a portion the State of Washington’s Water Resource Inventory Area Number 7 (“WRIA No. 7”), which portion constitutes the banks “Service Area.”
- 1.4. The purpose of the SBMB and SHMB are to provide off-site mitigation for unavoidable impacts to wetlands and other critical area associated with certain development activity within the Service Area.
- 1.5. The SBMB and SHMB are authorized by the Permitting Authorities to sell and transfer wetland and critical area mitigation credits for permits, said credits being units of trade representing the increase in ecological value of a site, as measured by acreage, functions, and/or values (“Mitigation Credits”).
- 1.6. Buyer contemplates undertaking a development activity within the Service Area (“Project”), which will require permits and/or approvals (“Permit(s)”) from regulatory agencies and which development activity may cause unavoidable impacts to wetlands or other critical areas and may require mitigation. Buyer is solely responsible for determining whether such mitigation can be satisfied by its acquisition of Mitigation Credits.
- 1.7. Buyer wishes to purchase from MBS and MBS wishes to sell to Buyer Mitigation Credits from the SBMB and or the SHMB for the Project on the terms and conditions contained in this Agreement.

2. **AGREEMENT**

NOW THEREFORE, in consideration of the mutual covenants and conditions and promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Credit Seller and Buyer agree as follows:

2.1. **Purchase/Sale of Mitigation Credits**

2.1.1. **Purchase/Sale.** Credit Seller hereby sells to Buyer and Buyer hereby buys from Credit Seller: (0.137) Mitigation Credits from the Skykomish Habitat Mitigation Bank upon all of the terms, covenants, and conditions set forth in this Agreement (“Project Mitigation Credits”).

2.1.2. **Purchase Price.** The purchase price for the Project Mitigation Credits shall be thirty thousand eight-hundred and twenty-five and 00/100 Dollars (U.S. \$30,825.00) (“Purchase Price”).

2.1.3. **Payment.** Buyer agrees to pay the Purchase Price to Credit Seller within 30 days of the effective date.

2.2. **Buyer’s Obligations/Limitation on Transfer of Mitigation Credits/Project Information.**

2.2.1. **Mitigation Credits for Project.** Buyer shall be solely responsible for determining whether the Mitigation Credits may be used for the Project and the Permit(s). Credit Seller provides no representation or warranty as to the utility or applicability of the Mitigation Credits to the Project or Permit(s). Buyer acknowledges and agrees that Credit Seller shall sell the Project Mitigation Credits specifically for the Permit(s) identified in Section 2.2.2 below and that, as of Closing, said credits shall not be transferable.

2.2.2. **Project.** [to be completed by Buyer] The Project, Permit(s), and related information is as follows:

2.2.2.1. Buyer’s name, address, & telephone number:

City of Marysville
Attn: Adam Benton
80 Columbia Ave
Marysville, WA 98270
360-363-8283

2.2.2.2. Permitting Agency(ies) name(s), address(es), telephone number(s):

City of Marysville
80 Columbia Ave
Marysville, WA 98270
360-363-8100

2.2.2.3. Permit(s) Number(s) Date of Permit:

Permit Agency	Permit Number	Date of Issuance
City of Marysville	To be issued	To be issued

2.2.2.4. Project Name & Location: Olympic View Park, 4202 59th Drive NE
Marysville, WA 98270

2.2.2.5. Brief Description of Impact(s) to be Compensated for by the Project
Mitigation Credits: Indirect impacts (paper fill) to a total of 0.273 acres of
Category III wetlands (Wetlands A, B, and C)

2.2.3. **Disclosure.** Buyer acknowledges and agrees that Credit Seller may, as part of the process for transferring the Project Mitigation Credits, disclose the information provided under Section 2.2.2 above to the permitting agency(ies) described in Section 2.2.2, the Snohomish County Auditor, and the Permitting Authorities.

2.3. *Title/Risk of Loss*

2.3.1. **Conveyance.** Upon receipt of payment Credit Seller shall convey to Buyer the Project Mitigation Credits, free of liens, encumbrances, restrictions, rights, and conditions, except as expressly provided for herein. Conveyance shall be in the form of a letter from the Credit Seller to the Buyer and Permitting Authorities notifying them that credits have been transferred from the banks to the Buyer for the permits and projects detailed in Section 2.2.2

2.3.2. **Risk of Loss.** Credit Seller shall bear the risk of loss of the Project Mitigation Credits prior to Closing.

2.4. *Representations and Warranties*

Credit Seller represents and warrants to Buyer that:

2.4.1. Credit Seller is authorized by the SBMB and the SHMB to sell and transfer wetland and critical area mitigation credits for permits from those banks to the Buyer.

2.5. *Closing*

2.5.1. **Closing and Closing Date.** The closing of the purchase and sale of the Project Mitigation Credits ("Closing") shall occur when the Credit Seller receives a cashiers check for the purchase amount, under the terms of this Agreement

2.5.2. **Limits on Closing Date.** The Closing Date shall not be modified without the written approval of Credit Seller and Buyer.

2.6. *Notice*

2.6.1. Except as may be otherwise expressly provided for herein, all notices required or permitted to be given under this Agreement shall be in writing and shall be delivered or sent: (a) in person; (b) by U.S. Mail, postage prepaid and certified with

return receipt requested; or (c) by nationally recognized overnight delivery service, prepaid, and addressed as set forth below. Either party may change its address by notifying the other party in writing of the change of address. Notice shall be deemed delivered immediately, if delivered in person, or within two days if sent by any other means set forth in this Section 2.6.

2.6.2. If to Credit Seller: Mitigation Banking Services, LLC
PO BOX 354
Kirkland, WA 98083

2.6.3. If to Buyer: As provided in Section 2.2.2 above.

2.7. *Miscellaneous*

2.7.1. **Effective date.** The effective date of this Agreement shall be the earliest date by which both Credit Seller and Buyer have executed this Agreement.

2.7.2. **Assignment.** Buyer's rights under this Agreement shall not be assigned or apportioned, either voluntarily or by operation of law, without the prior written consent of Credit Seller, which shall be in Credit Seller's reasonable discretion. Subject to the foregoing limitation, this Agreement shall inure to the benefit of and be binding upon the Parties' respective successors and assigns.

2.7.3. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties with respect to the purchase and sale of the Project Mitigation Credits, and supersedes and replaces any prior agreements and understandings, whether oral or written, between them with respect to said matters.

2.7.4. **Confidentiality.** The existence of this Agreement and the number of Project Mitigation Credits may be disclosed to the permitting agency(ies) described in Section 2.2.2 above and the Permitting Authorities.

2.7.5. **Time.** Time is of the essence of this Agreement.

2.7.6. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington.

2.7.7. **Amendment.** No change or modification of this Agreement shall be valid unless the same is in writing and signed by the Parties. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced.

2.7.8. **Captions.** The captions of this Agreement have no effect upon its interpretation and are for convenience and ease of reference only.

2.7.9. **Severability.** The unenforceability, invalidity, or illegality of any provision hereof shall not render any other provision unenforceable, invalid, or illegal.

2.7.10. **Computation of Time.** If any date set forth in this Agreement for the delivery of

any document or the happening of any event should, under the terms hereof, fall on a weekend or holiday, then such date shall be automatically extended to the next succeeding weekday that is not a holiday.

- 2.7.11. **Attorneys' Fees.** In the event either party to this Agreement finds it necessary to bring an action at law or other proceeding against the other party to enforce any of the terms, covenants, or conditions of this Agreement or any instrument executed pursuant to this Agreement, or by reason of any breach or default under this Agreement, the prevailing party in any such action or proceeding (and any appeal thereof) shall be paid all costs and reasonable attorneys' fees by the other party. This provision shall survive Closing and shall not be merged into the Bill of Sale.
- 2.7.12. **Acts Beyond Party's Control.** Neither party to this Agreement shall be in default or violation as to any obligation created hereby and no condition precedent or subsequent shall be deemed to fail to occur if such party is prevented from fulfilling such obligation by, or such condition fails to occur due to, forces beyond such party's reasonable control, including without limitation, destruction or impairment of facilities resulting from breakdown not resulting from lack of ordinary care and maintenance, flood, earthquake, slide, storm, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, proceeding by court or public authority, or act or failure to act by court, public authority, or third party, which forces by exercise of due diligence and foresight such party could not reasonably have expected to avoid.
- 2.7.13. **No Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between Buyer and Credit Seller. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party to this Agreement, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.
- 2.7.14. **Counterparts/Faxes.** This Agreement may be executed in one or more counterparts with like effect as if all signatures appeared on one copy. Facsimile transmission of any signed original document (other than the Bill of Sale), and retransmission of any signed facsimile transmission shall be the same as delivery of an original. At the request of either party or the Escrow Agent, the Parties shall confirm facsimile transmitted signatures by signing an original document.

The Parties have executed this Agreement as of the dates set forth below.

“MBS” OR “CREDIT SELLER”
MITIGATION BANKING SERVICES, LLC, Credit Seller

By Zach Woodward, Manager
[print name and title]

6-22-2020
Date

“BUYER”

By _____
[print name and title]

Date

Index #10

**CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION**

CITY COUNCIL MEETING DATE:

AGENDA ITEM:	
Employers Health Coalition of Washington Member Services Payment Agreement	
PREPARED BY:	DIRECTOR APPROVAL:
Teri Lester	
DEPARTMENT:	
Human Resources	
ATTACHMENTS:	
1. EHCW Member Services Payment Agreement	
BUDGET CODE:	AMOUNT:
SUMMARY:	
<p>With Marysville becoming self-insured for health benefits, the City needs to execute agreements with service providers.</p> <p>Employers Health Coalition of Washington (EHCW) is a Washington nonprofit corporation incorporated in Washington State. EHCW provides program management for the Member services of wellness, Employee Assistance Program, online benefits administration, COBRA administration, access to purchasing channels, and benefits consulting services.</p> <p>This direct contract requires signature by the Mayor.</p>	

<p>RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign and execute the agreement with Employers Health Coalition of Washington.</p> <p>RECOMMENDED MOTION: I move to authorize the Mayor to sign and execute the Employers Health Coalition of Washington Member Services Payment Agreement.</p>
--

Employers Health Coalition of Washington

Member Services Payment Agreement

This Member Services Payment Agreement (this "Agreement") is made by and between the Employers Health Coalition of Washington ("Coalition") and the Member named below.

Preamble

- A. Coalition is a Washington nonprofit Corporation.
- B. Member is a participant of the Coalition.
- C. Member may access through Coalition certain services in connection with Member's provision of employee benefits. Coalition and Member desire to fix the basis for payments to Coalition in connection with services Member accesses through Coalition.

Agreement

On the terms and subject to the conditions below, Coalition and Member agree as follows:

1. Member is the City of Marysville.
2. Member's address for purposes of all notices and other communications from Coalition to Member:
 - Attn: Teri Lester, Human Resources Manager
 - City of Marysville
 - 1049 State Avenue
 - Marysville, WA 98270
3. Member agrees to pay Coalition a Program Management Fee (PMF) of \$53.05 per employee per month as disclosed in the "final proposal" provided by an appointed EHCW consultant. However, for the first three (3) months, the PMF will be less \$8.20 for the implementation of Benefit Coordinators Corporation, which will make the PMF \$44.85.
4. PMF provides for "Services" Member accesses through the Coalition. With respect to Member, Services are:
 - ✓ Wellness: \$10 pepm; effective 1/1/2020 (provided by the City of Marysville)
 - ✓ EAP: \$1.56 pepm; effective 1/1/2020 (provided by First Choice Health)
 - ✓ Online Administration: \$8.20; effective 4/1/2020 (provided by Benefit Coordinators Corporation)
 - ✓ COBRA Administration: included w/online admin. (provided by Benefit Coordinators Corporation)
 - ✓ Access to Purchasing Channels: \$9.99; eff. 1/1/2020 (provided by Coalition)
 - ✓ Consulting Services: \$23.30; effective 1/1/2020 (provided by Alliant Employee Benefits)
5. Member forwards its payments for all Services and Coalition dues by remitting to Coalition monthly payments. Coalition in turn deducts its Coalition dues and forwards from the net amount to vendors that provide Services, the amounts allocable for the Service vendor provides.
6. The provision and adequacy of Services are the responsibility of the applicable provider of Services, and are not the responsibility of Coalition. Coalition does not provide any Service. Coalition's responsibility is solely to receive payment of Coalition dues and facilitate payment of providers of Services.
7. Coalition has no responsibility for collection of monthly payments from Member. Coalition is not responsible for sufficiency of the Member's monthly payment to cover payment to the providers of Services and payment of Coalition dues. If, in the judgment of Coalition, the amount of Member's monthly payment is not sufficient to cover the payments to all vendors of Services and Member's monthly Coalition dues, Coalition, in its discretion may return the entire monthly payment to Member. Return of the monthly

payment to Member may result in cancelation or termination of a Service by the vendor providing the Service.

- 8. Coalition and Member may amend this Agreement in writing signed by Coalition and Member. Coalition may also amend this Agreement in writing signed by Coalition and provided to Member with at least 60 days' advance written notice to Member. If Member accesses additional services through Coalition, this Agreement is automatically amended, without further action by Member or Coalition, to reflect the additional Service, and its vendor, as if set forth in Section 3 of this Agreement. If Member elects not to access a Service, this Agreement is automatically amended, without further action by Member or Coalition, to reflect cessation of Service, as if set forth in Section 3 of this Agreement.
- 9. PMF provides for a Wellness program budget, administered by the member. Recommended amount of \$10.00 per covered employee per month is collected in the PMF, and returned to the member for deposit in a fund to provide for wellness services at the discretion of the member as funds allow. Coalition provides access to preferred pricing for select wellness vendors. Advice regarding wellness program vendors, details and strategy is provided by the designated consultant named in Item 4.
- 10. Member or Coalition may terminate this Agreement on 30 days' written notice to the other party. Notice to Member shall be addressed and delivered to its address in Section 2. Notice to the Coalition shall be addressed and delivered to:

Attn: Notice of Termination
 Employers Health Coalition of Washington
 1450 Fifth Avenue, Suite 1500
 Seattle, WA 98101

In Witness Whereof, Member and Employers Health Coalition of Washington, by their authorized representative, have executed this Member Services Payment Agreement.

MEMBER (NAMED IN SECTION 1 ABOVE)
 By _____
 Printed _____
 Title _____
 Date: _____, 2020

EMPLOYERS HEALTH COALITION OF WASHINGTON
 By _____
 Printed _____
 Title _____
 Date: _____, 2020

Index #11

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 7-13-2020

AGENDA ITEM:	
City of Marysville Property Insurance Renewal	
PREPARED BY:	DIRECTOR APPROVAL:
Diana Rose	
DEPARTMENT:	
Executive	
ATTACHMENTS:	
BUDGET CODE:	AMOUNT:
	\$185,249.25
SUMMARY: The city's property insurance is up for renewal. This policy includes: Property, Auto Physical Damage, Cyber, and Pollution.	

RECOMMENDED ACTION:

To authorize the Mayor and/or delegate to enter into an agreement with Alliant Insurance Services not to exceed \$288,314.00.

RECOMMENDED MOTION:

I move to authorize the Mayor and/or delegate to enter into an agreement with Alliant Insurance Services not to exceed \$288,314.00.

Index #12

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 7-13-2020

AGENDA ITEM:	
Washington State Military Department Public Assistance Grant Agreement	
PREPARED BY:	DIRECTOR APPROVAL:
Diana Rose	
DEPARTMENT:	
Executive	
ATTACHMENTS:	
Military Department Emergency Management Division Public Assistance Grant Face Sheet and Contract	
BUDGET CODE:	AMOUNT:
	TBD
SUMMARY:	
<p>Presidential Disaster Declaration # FEMA-4539-DR-WA Severe Storms, Flooding, Mudslides, Landslides. To provide funds to reimburse eligible expenses for the repair or restoration of damaged public facilities during the declared dates January 20, 2020 to February 10, 2020.</p>	

RECOMMENDED ACTION:

Council considers authorizing the Mayor to sign and execute this Disaster Assistance grant agreement and any associated amendments that do not alter the underlying purpose of the original grant.

RECOMMENDED MOTION: I move to authorize the Mayor to sign and execute this Disaster Assistance grant agreement and any associated amendments that do not alter the underlying purpose of the grant.

**Washington State Military Department
PUBLIC ASSISTANCE GRANT AGREEMENT FACE SHEET**

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1. SUBRECIPIENT Name and Address: City of Marysville 1049 State Avenue Marysville, WA 98270		2. Grant Agreement Amount: To be determined, based upon approved project worksheets		3. Grant Number: D20-2018	
4. SUBRECIPIENT, phone/email: (360) 363-8096/drose@marysvillewa.gov		5. Grant Agreement Start Date: January 20, 2020		6. Grant Agreement End Date: April 23, 2024	
7. DEPARTMENT Program Manager, phone/email: Gerard Urbas, (253) 512-7402 Gary.urbas@mil.wa.gov		8. Data Universal Numbering System (DUNS): 076658673		9. UBI # (state revenue):	
10. Funding Authority: Washington State Military Department (the "DEPARTMENT"), and Federal Emergency Management Agency (FEMA)					
11. Funding Source Agreement #: FEMA-4539-DR-WA		12. Program Index # 704VC (Federal) / 702VE (State) / 704VD (Admin)	13. Catalog of Federal Domestic Asst. (CFDA) # & Title: 97.036, Public Assistance		14. Federal EIN #:
15. Total Federal Award Amount: N/A			16. Federal Award Date: N/A		
17. Service Districts: (BY LEGISLATIVE DISTRICT): th (BY CONGRESSIONAL DISTRICT): th		18. Service Area by County(ies): Snohomish County		19. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____	
20. Contract Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency		
22. Contractor Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO _____			23. Contractor Type (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> OTHER		
24. BRIEF DESCRIPTION: Presidential Disaster Declaration # FEMA-4539-DR-WA Severe Storms, Flooding, Mudslides, Landslides. To provide funds to the SUBRECIPIENT for the repair or restoration of damaged public facilities as approved by FEMA in project worksheets describing eligible scopes of work and associated funding. The DEPARTMENT is the Recipient and Pass-through Entity of the Presidential Disaster Declaration # FEMA-4539-DR-WA Severe Storms, Flooding, Mudslides, Landslides, and FEMA State Agreement, which are incorporated by reference, and makes a subaward of Federal award funds to the SUBRECIPIENT pursuant to this Agreement. The SUBRECIPIENT is accountable to the DEPARTMENT for use of Federal award funds provided under this Agreement and the associated matching funds.					
IN WITNESS WHEREOF, the DEPARTMENT and SUBRECIPIENT acknowledge and accept the terms of this Agreement, references and attachments hereto and have executed this Agreement as of the date and year written below. This Agreement Face Sheet, Special Terms and Conditions (Attachment 1), General Terms and Conditions (Attachment 2), Project Worksheet Sample (Attachment 3), Washington State Public Assistance Applicant Manual dated April 23, 2020 (Attachment 4), and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:					
1. Applicable Federal and State Statutes and Regulations		5. Special Terms and Conditions			
2. DHS Standard Terms and Conditions		6. General Terms and Conditions, and,			
3. Presidential Declaration, FEMA State Agreement, and other Documents		7. Other provisions of the contract incorporated by reference.			
4. Statement of Work and/or Project Description as outlined in FEMA approved Project Worksheet(s)					
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.					
FOR THE DEPARTMENT:			FOR THE SUBRECIPIENT:		
Signature _____ Date _____		Signature _____ Date _____			
Stacey McClain, Governor's Authorized Representative Washington State Military Department		print or type name: _____			
			APPROVED AS TO FORM:		
			SUBRECIPIENT's Attorney _____		Date _____

Form 5/12/2020

**Washington State Military Department
SPECIAL TERMS AND CONDITIONS**

ARTICLE I – KEY PERSONNEL

The individuals listed below shall be considered key personnel and point of contact. Any substitution by either party must be submitted in writing.

SUBRECIPIENT		MILITARY DEPARTMENT	
Name		Name	Gerard Urbas
Title		Title	Deputy State Coordinating Officer Public Assistance
E-Mail		E-Mail	gary.urbas@mil.wa.gov
Phone		Phone	(253) 512-7402

ARTICLE II - ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by FEMA applicable to the Presidential Declaration including, but not limited to, all criteria, restrictions, and requirements of the “FEMA State Agreement” published by FEMA and the federal regulations commonly applicable to FEMA grants, all of which are incorporated herein by reference. The Presidential Declaration and the FEMA State Agreement are incorporated in this Agreement by reference.

The SUBRECIPIENT shall comply with the Washington State Public Assistance Applicant Manual dated April 23, 2020 incorporated in this Agreement as **Attachment 4**. The DHS Standard Terms and Conditions are incorporated by reference in this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated April 23, 2020.

The SUBRECIPIENT acknowledges that since this Agreement involves federal award funding, the period of performance described herein may begin prior to the availability of appropriated federal funds. The SUBRECIPIENT agrees that it will not hold the DEPARTMENT, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

Federal funding is provided by FEMA and is administered by the DEPARTMENT. Under the authority of Presidential Disaster Declaration number FEMA-4539-DR-WA, the DEPARTMENT is reimbursing the SUBRECIPIENT for those approved eligible costs and activities necessary under the Public Assistance Grant Program during the incident period beginning January 20, 2020 to February 10, 2020. Eligible costs and activities will be identified in Project Worksheets approved by FEMA and a Project Worksheet Sample is incorporated as **Attachment 3**. The DEPARTMENT is also providing Advance Payments to the SUBRECIPIENT where provided by FEMA and required and allowed by law. Any interest earned on advance payments (except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination Act (23 U.S.C. 450)) shall be promptly, but at least quarterly, remitted to the DEPARTMENT to be paid to FEMA. The SUBRECIPIENT may keep interest amounts up to \$100 per year for administrative expenses.

A. STATE AND FEDERAL REQUIREMENTS FOR PUBLIC ASSISTANCE GRANTS:

The following requirements apply to all DHS/FEMA Presidential Disasters administered by the DEPARTMENT.

1. FUNDING

The DEPARTMENT will administer the Public Assistance (PA) Grant Program, provide Advance payments, and reimburse approved eligible Public Assistance costs to the SUBRECIPIENT that are identified under the auspices of Presidential Disaster Declaration Number FEMA-4539-DR-WA and authorized by and consistent with the Stafford Act (P.L. 93-288, as amended) and applicable regulations.

It is understood that no final dollar figure is committed to at the time that this Agreement is executed, but that financial commitments will be made by amendments to the project application as Project Worksheets are completed in the field and projects are authorized by state and federal officials.

Pursuant to the FEMA-STATE AGREEMENT, FEMA will contribute not less than seventy-five (75) percent of the eligible costs for any eligible project and one hundred (100) percent of the federal PA Management Costs, up to five (5) percent of the total award amount for each Subrecipient, as provided for in subsection 3.E. of Article II of this Public Assistance Agreement. The SUBRECIPIENT commits to providing the remaining twenty-five (25) percent non-federal match to any eligible project that has been identified under the Presidential Disaster Declaration number FEMA-4539-DR-WA, subject to the following exceptions:

DEPARTMENT Match: The Washington State Legislature may authorize the DEPARTMENT to provide a match to the SUBRECIPIENT's non-federal share of eligible projects. Provision of a match by the DEPARTMENT, if authorized by the Washington State Legislature, shall not require amendment of this Agreement. If DEPARTMENT match funds are committed to the non-federal share by the DEPARTMENT pursuant to legislative authorization, the DEPARTMENT will formally notify the SUBRECIPIENT of the match in writing which will include information identifying any related reduction in the SUBRECIPIENT's percentage commitment.

Donated Resources: FEMA will credit the SUBRECIPIENT for the value of donated resources (non-cash contributions of property or services) related to eligible Emergency Work to offset the non-Federal cost share of its eligible Emergency Work project worksheets – categories A and B, and for the value of donated resources related to eligible work on a Permanent Work project to offset the non-Federal cost share of that specific Permanent Work project worksheet for which the resources were donated – categories C through G. The Donated Resources are recognized by FEMA in a Project Worksheet. Donated Resources offset the non-federal share of the eligible emergency work approved in Project Worksheets or specific permanent work approved in Project Worksheets. For non-state agency SUBRECIPIENTS, the donated resource value will first be applied to the SUBRECIPIENT's non-federal share, and, if a DEPARTMENT match is authorized, any remaining donated resource value will be applied to the DEPARTMENT's share. The value of the Donated Resources is calculated as described in FP 104-009-2 Public Assistance Program and Policy Guide (PAPPG) and the Public Assistance Donated Resources Recovery Policy, and is capped at the non-Federal share of approved eligible emergency work costs or capped at the non-Federal share of the specific approved eligible permanent work costs, as applicable. The Federal share of the Donated Resources will not exceed the non-federal share of eligible emergency work costs or of specific permanent work costs approved in Project Worksheets. Any excess credit for eligible emergency work costs can be credited only to other eligible emergency work costs, for the same SUBRECIPIENT in the same disaster. The value of excess donated resources cannot be credited toward or transferred to another eligible SUBRECIPIENT, or toward other State obligations. The DEPARTMENT does not match a FEMA donated resource credit.

The Project Worksheet, sample provided in **Attachment 3**, is required to be completed by FEMA or State Project Specialists.

2. GRANT AGREEMENT PERIOD

- a. Activities payable under this Agreement and to be performed by the SUBRECIPIENT under this Agreement shall be those activities which occurred during or subsequent to the incident period defined in the FEMA State Agreement, and shall terminate upon completion of the project(s) approved by federal and state officials, including completion of close-out and audit. This period shall be referred to as the "Grant Agreement Period."
- b. The Grant Agreement Period shall only be extended by (1) written notification of FEMA approval of the Grant Agreement Period followed up with a mutually agreed written amendment, or (2) written notification from the DEPARTMENT to the SUBRECIPIENT issued by the DEPARTMENT to address extensions of its underlying federal grant performance period or to provide additional time for completion of the SUBRECIPIENT's project(s).

3. PAYMENTS

The DEPARTMENT, using funds granted for the purposes of the Presidential Disaster Declaration from FEMA, shall issue payments to the SUBRECIPIENT in compliance with the Washington State Public Assistance Applicant Manual dated April 23, 2020 (**Attachment 4**) procedures as follows:

- a. Small Project Payments: Payments are made for all small projects to the SUBRECIPIENT upon submission and approval of an A19-1A State of Washington Invoice Voucher to the DEPARTMENT, after FEMA has approved funding through approval of Project Worksheets.
- b. Progress Payments: Progress payment of funds for costs already incurred on large projects minus ten (10) percent retainage may be made to the SUBRECIPIENT upon submission by the SUBRECIPIENT of an A19-1A State of Washington Invoice Voucher, a letter of request, and a spreadsheet identifying the claimed costs supporting the payment request and approval by the DEPARTMENT.
- c. Improved Projects: Payments on improved projects (capped project) will be pro-rated based upon the percentage of the project that is funded under this disaster grant to the overall project cost. This percentage will be identified when the first payment on the improved project is made. Progress payments will be made as outlined above in Section B.
- d. Final Payment: Final Payment on a large project will be made following submission by the SUBRECIPIENT of a certification of completion on the STATEMENT OF DOCUMENTATION / FINAL INSPECTION REPORT form upon completion of project(s), completion of all final inspections by the DEPARTMENT, and final approval by FEMA. Final payment on a large project will include any retainage withheld during progress payments. Final payments may also be conditional upon financial review, if determined necessary by the DEPARTMENT or FEMA. Adjustments to the final payment may be made following any audits conducted by the Washington State Auditor's Office, the United States Inspector General or other federal or state agency.
- e. The SUBRECIPIENT is eligible to receive federal PA Management Costs up to five (5) percent of the total award amount for each Subrecipient at the time of its request. PA Management Costs includes any of the following when associated with the PA portion of a major disaster or emergency: Indirect costs, direct administrative costs, and other administrative expenses associated with a specific project. Documentation is required to substantiate the eligibility of management activities and associated costs in accordance with PA Management Costs Interim Policy – Standard Operating Procedures.
- f. All payment requests shall be made on an A19-1A form, State of Washington, Invoice Voucher. Payments will be made by electronic fund transfer to the SUBRECIPIENT's account.
- g. Federal funding shall not exceed the total federal contribution eligible for Public Assistance costs under Presidential Disaster Declaration number FEMA-4539-DR-WA.
- h. For state agencies, the DEPARTMENT will, through interagency reimbursement procedures, transfer payment to the SUBRECIPIENT. Payment will be transferred by journal voucher to Agency No. [REDACTED], Accounting Fund No. [REDACTED].
- i. Within the total Grant Agreement Amount, travel, sub-contracts, salaries, benefits, printing, equipment, and other goods and services will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.
- j. For travel costs, SUBRECIPIENTS shall comply with 2 CFR 200.474 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <http://www.gsa.gov>, and follow the most restrictive.
- k. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by DEPARTMENT Key Personnel.
- l. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the SUBRECIPIENT consistent with record retention requirements of this Agreement, and be made available upon request by the DEPARTMENT, and local, state, or federal auditors.
- m. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the DEPARTMENT within forty-five (45) days after the Grant Agreement End Date, except as otherwise authorized by written amendment of this Agreement and issued by the DEPARTMENT.

- n. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the SUBRECIPIENT, its subrecipient or contractor, or any non-federal entity to which the SUBRECIPIENT makes a subaward, and is invoiced by the vendor.
- o. SUBRECIPIENTS shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The SUBRECIPIENT may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

The DEPARTMENT shall provide Advance Payments as provided by FEMA and as required and authorized by law.

4. CLOSEOUT

To initiate close-out, the SUBRECIPIENT is required to certify in writing, by Project Worksheet Number, date completed, and total amount expended on the project, completion of the small projects. To initiate close-out of the large projects, the SUBRECIPIENT shall submit certification of completion on a STATEMENT OF DOCUMENTATION/FINAL INSPECTION REPORT form to the DEPARTMENT.

The DEPARTMENT will then complete a site inspection and a financial review of documentation to support the claimed costs. Certifications on small and large projects are due within sixty days following the completion of the project or receipt of the approved Project Worksheet, whichever date is later.

If SUBRECIPIENT is claiming federal PA Management Costs: Indirect costs, direct administrative costs, and other administrative expenses associated with a specific project must be supported by documentation to substantiate the eligibility of management activities and associated costs that has been prepared and assembled in accordance with PA Management Costs Interim Policy – Standard Operating Procedures prior to close-out.

After all of the projects have been certified as complete and approved for closure by FEMA, the DEPARTMENT will forward a final A19-1A State of Washington Invoice Voucher to the SUBRECIPIENT for release of the remaining funds due to the subrecipient for eligible costs, including any retainage previously withheld, and the allowance for federal indirect costs.

5. DOCUMENTATION / REPORTING REQUIREMENTS

For all Advance Payment, the SUBRECIPIENT shall provide documentation and receipts for all costs related to the Advance Payment and provide such to the DEPARTMENT quarterly.

The SUBRECIPIENT is required to retain all documentation which adequately identifies the source and application of Public Assistance funds, including the federal indirect cost reimbursement, for six years following the closure of this disaster grant. For all funds received, source documentation includes adequate accounting of actual costs and recoveries incurred.

The SUBRECIPIENT shall also comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete the Audit Certification/FFATA Form, provided by the DEPARTMENT. This form is required to be completed once per calendar year, per SUBRECIPIENT, and not per agreement. The DEPARTMENT's Contracts Office will request the SUBRECIPIENT submit an updated form at the beginning of each calendar year in which the SUBRECIPIENT has an active agreement.

Quarterly Reports: The SUBRECIPIENT is required to submit to the DEPARTMENT a quarterly report indicating the status of all their large projects. The status shall identify the costs incurred to date, the percentage of work completed, the anticipated completion date of the project and whether cost under runs or over runs are expected. In addition, the SUBRECIPIENT should note in the comment field any challenges or issues associated with the project. Failure to submit a complete quarterly report within fifteen (15) days following the end of the quarter will result in suspension of all payments to the SUBRECIPIENT until a complete quarterly report is received by the DEPARTMENT. The quarterly report will serve as the basis for any FEMA Office of Chief Financial Officer (OCFO) funds reduction.

6. TIME EXTENSIONS

A time extension request is required to be forwarded to the DEPARTMENT by the SUBRECIPIENT for a project prior to the expiration of the approved completion date. If the project is approved and funded after the statutory approval time period for completion, then a time extension request must be submitted to the DEPARTMENT within fifteen days of receipt of the funding package.

In accordance with 44CFR206.204, the DEPARTMENT reserves the right, in its sole discretion, to consider and approve a time extension request after expiration of the approved completion date and within the DEPARTMENT's statutory extension authority. Requests for time extensions beyond the DEPARTMENT's authority will be considered and approved by FEMA, at their sole discretion.

All determinations made regarding time extension requests will be based on a case by case evaluation of specific factual circumstances.

A time extension request must be in writing and identify the Project Worksheet number, the reason the project has not been completed within the prior approved completion period, the reason the time extension request was not submitted prior to the statutory approval time period (if applicable), a current status of the completion of the work, a detailed timeline for completion of the remaining elements, and an anticipated completion date for the completion of the remaining work. Failure to submit a time extension request in a timely manner may result in denial of the time extension request, and loss of funding for the related project.

7. PROCUREMENT

The SUBRECIPIENT shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and as specified in the General Terms and Conditions, Exhibit A.11.

8. SUBRECIPIENT MONITORING:

- a. The DEPARTMENT will monitor the activities of the SUBRECIPIENT from award to closeout. The goal of the DEPARTMENT's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the SUBRECIPIENT shall complete and return to the DEPARTMENT 2 CFR Part 200 Subpart F Audit Certification Form" located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> with the signed Agreement and each fiscal year thereafter until the Agreement is closed, which is incorporated by reference and made a part of this Agreement.
- c. Monitoring activities may include, but are not limited to:
 - i. review of financial and performance reports;
 - ii. monitoring and documenting the completion of Agreement deliverables;
 - iii. documentation of phone calls, meetings, e-mails, and correspondence;
 - iv. review of reimbursement requests and supporting documentation to ensure eligibility and consistency with Agreement work plan, budget, and federal requirements;
 - v. observation and documentation of Agreement related activities;
 - vi. on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The SUBRECIPIENT is required to meet or exceed the monitoring activities, as outlined above and in 2 CFR Part 200 Subpart F, for any non-federal entity to which the SUBRECIPIENT makes a subaward as a pass-through entity under this Agreement.
- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan. If the SUBRECIPIENT fails to comply with federal or state statutes or regulations, or the terms and conditions of this Agreement, the DEPARTMENT may impose any additional subaward conditions as described in 2 CFR 200.207. If the

DEPARTMENT determines that noncompliance cannot be remedied by imposing additional conditions, it may take one or more of the following actions: ¹⁶⁶

- i. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT.
 - ii. Wholly or partially suspend or terminate the subaward to the SUBRECIPIENT.
 - iii. Initiate suspension or debarment proceedings under 2 CFR 180 or recommend such a proceeding be initiated by the federal awarding agency.
 - iv. Withhold further federal awards for the project or program.
 - v. Take any other remedies that may be legally available.
- f. The DEPARTMENT agrees to:
- i. Provide technical assistance during all monitoring or evaluation activities. The DEPARTMENT will coordinate and schedule the meetings necessary to conduct and complete all monitoring and evaluation activities.
 - ii. Develop the SUBRECIPIENT's project worksheet(s) (PW) and supporting attachments with FEMA and the SUBRECIPIENT's assistance based upon the costs determined to be eligible.
 - iii. Submit the SUBRECIPIENT's funding package to FEMA.
 - iv. Notify the SUBRECIPIENT when funding approval is received, issue payment per the process described above see Article II, A.4 – Payments, and provide the SUBRECIPIENT with a copy of the approved project worksheet.
 - v. Work with the SUBRECIPIENT to resolve any issues identified during the monitoring process.
 - vi. Review and respond appropriately to the SUBRECIPIENT's requests for time extensions and changes.

9. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

All subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

B. FEMA STATE AGREEMENT TERMS AND CONDITIONS

As a subrecipient of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS/FEMA terms and conditions of the Presidential Declaration and the FEMA State Agreement, which are incorporated in and made a part of this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated April 23, 2020 (**Attachment 4**).

**Washington State Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants**

A.1 DEFINITIONS

As used throughout this Agreement, the following terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. **"DEPARTMENT"** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the DEPARTMENT, or any of the officers or other officials lawfully representing that DEPARTMENT. The DEPARTMENT is a recipient of a federal award directly from a federal awarding agency and is pass-through entity making a subaward to a subrecipient under this Agreement.
- b. **"SUBRECIPIENT"** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the DEPARTMENT. However, the definition of "subrecipient" is the same as in 2 CFR 200.93 for all other purposes. **"Monitoring Activities"** means all administrative, construction, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- c. **"Project"** means those actions funded through the Public Assistance Program and described in approved Project Worksheets. Projects may include one or more of the following: reimbursement of costs for emergency response, debris removal and/or repair or restoration of damaged public facilities. A project may be a small, large, improved, or alternate project.
- d. **"Investment Justification"** means grant application investment justification submitted by the SUBRECIPIENT describing the project for which federal funding is sought and provided under this Agreement. Such grant application investment justification is hereby incorporated into this Agreement by reference.

A.2 ADVANCE PAYMENTS

The DEPARTMENT shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement, except as required under 2 CFR 200.305 for federal grants. SUBRECIPIENT shall not invoice the DEPARTMENT in advance of delivery and invoicing of such goods or services, except as authorized under 2 CFR 200.305.

Pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C §5121-5207), Advance Payment process, FEMA will process a SUBRECIPIENT project worksheet which is provided to the state of Washington for direct disbursement to SUBRECIPIENT.

Pursuant to these provisions and RCW 43.88.160(5), these grant funds are not subject to the advance payments prohibition and will be disbursed immediately to SUBRECIPIENT as grants authorized by law with subsequent authentication and certification of expenditures.

A.3 AMENDMENTS AND MODIFICATIONS

The SUBRECIPIENT or the DEPARTMENT may request, in writing, an amendment or modification of this Agreement. Modifications may be requested for Grant Agreement end date, budget or scope change. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the DEPARTMENT and the SUBRECIPIENT. No other understandings or agreements, written or oral, shall be binding on the parties.

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The SUBRECIPIENT 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 telecommunication.

A.5 APPLICATION REPRESENTATION-MISREPRESENTATION, INACCURACY AND BREACH

The DEPARTMENT relies upon the SUBRECIPIENT's application in making its determinations as to eligibility for, selection for, and scope of funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

A.6 ASSURANCES

DEPARTMENT and SUBRECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations. In addition, as a SUBRECIPIENT of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS terms and conditions as specified in Appendix F of the Washington State Public Assistance Applicant Manual dated March 22, 2020 incorporated in this Agreement as **Attachment 4**.

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the SUBRECIPIENT certifies that the SUBRECIPIENT is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The SUBRECIPIENT shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at <http://mil.wa.gov/emergency-management-division/requiredgrantforms>. Any such form completed by the SUBRECIPIENT for this Agreement shall be incorporated into this Agreement by reference.

Further, the SUBRECIPIENT agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The SUBRECIPIENT certifies that it will ensure that potential sub-contractors or sub-recipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and sub-awards to sub-recipients for any amount. With respect to covered transactions, the SUBRECIPIENT may comply with this provision by obtaining a certification statement from the potential sub-contractor or sub-recipient or by checking the System for Award Management (<http://www.sam.gov>) maintained by the federal government. The SUBRECIPIENT also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/>).

A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the SUBRECIPIENT hereby certifies that to the best of their knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the SUBRECIPIENT will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the SUBRECIPIENT will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.9 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The SUBRECIPIENT and all its contractors shall comply with, and the DEPARTMENT¹⁶⁹ is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, as supplemented by Department of Labor regulations (41 CFR chapter 60); Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3); Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5); Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5); Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Title 44 of the Federal Regulations, 2 CFR Part 3002, Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

DEPARTMENT and SUBRECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

In the event of the SUBRECIPIENT's or its contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, the DEPARTMENT may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion.

The SUBRECIPIENT is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.10 CONFLICT OF INTEREST

No officer or employee of the DEPARTMENT; no member, officer, or employee of the SUBRECIPIENT or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such the SUBRECIPIENT who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The SUBRECIPIENT shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this provision.

A.11 CONTRACTING & PROCUREMENT

a. The SUBRECIPIENT shall use a competitive procurement process in the procurement and award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 2 CFR Part 200.318 General procurement standards through 200.326 Contract Provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the SUBRECIPIENT under this Agreement must include the following provisions, as applicable:

- 1) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

The procurement process followed shall be in accordance with 2 CFR Parts 200 and 3002, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, as applicable to the SUB-GRANTEE. All subcontracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (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 one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be 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.

6) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 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 any other award covered by 31 U.S.C. 1352. Each tier must also 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 non-Federal award.

10) Procurement of recovered materials -- As required by 2 CFR 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11) Notice of Federal awarding agency requirements and regulations pertaining to reporting.

12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.

13) Access by the DEPARTMENT, the SUBRECIPIENT, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

14) Retention of all required records for six years after the SUBRECIPIENT has made final payments and all other pending matters are closed.

15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

16) Pursuant to Executive Order 13858 “Strengthening Buy-American Preferences for Infrastructure Projects,” the DEPARTMENT encourages SUBRECIPIENTS to use, to the greatest extent practicable and consistent with the law, iron and aluminum as well as steel, cement and other manufactured products produced in the United States, in Public Assistance and Hazard Mitigation Grant Program eligible public infrastructure repair and construction projects affecting surface transportation, ports, water resources including sewer and drinking water and power. Such preference must be consistent with the law, including cost and contracting requirements of 2 CFR Part 200.

b. The DEPARTMENT reserves the right to review the SUBRECIPIENT procurement plans and documents and require the SUBRECIPIENT to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 2 CFR 200.326. The SUBRECIPIENT must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the SUBRECIPIENT and DEPARTMENT to make a determination on eligibility of project costs.

c. All sub-contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.12 DISCLOSURE

The use or disclosure by any party of any information concerning the DEPARTMENT for any purpose not directly connected with the administration of the DEPARTMENT's or the SUBRECIPIENT's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the DEPARTMENT or as required to comply with the state Public Records Act, other law or court order.

A.13 DISPUTES

Except as otherwise provided in this contract, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the SUBRECIPIENT and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs and share equally the cost of the third panel member.

A.14 DUPLICATION OF BENEFITS

The SUBRECIPIENT agrees that the funds for which federal or state assistance is requested does not, or will not, duplicate benefits or funds received for the same loss from any other source. The SUBRECIPIENT will pursue, and require sub-recipients to pursue, full payment of eligible insurance benefits for properties or any other losses covered in a project under this Agreement. The SUBRECIPIENT will repay the DEPARTMENT any funds provided under this grant agreement that are duplicated by other benefits, funds, or insurance proceeds. The SUBRECIPIENT will also seek recovery against any party or parties whose negligence or other intentional or tortious conduct may have caused or contributed to the expenditures for which these grants funds are provided. The SUBRECIPIENT will repay the DEPARTMENT any funds recovered by settlement, judgment, or other court order in an action to recover funds provided by this grant. The SUBRECIPIENT shall notify the DEPARTMENT as early as possible and work in conjunction with the DEPARTMENT and FEMA to ensure appropriate apportionment of any duplicated or recovered payment.

A.15 HAZARDOUS SUBSTANCES

The SUBRECIPIENT shall inspect and investigate the proposed development/construction site for the presence of hazardous substances. The SUBRECIPIENT shall fully disclose to the DEPARTMENT the results of its inspection and investigation and all other knowledge the SUBRECIPIENT has as to the presence of any hazardous substances at the proposed development/construction project site. The SUBRECIPIENT will be responsible for any associated clean-up costs. "Hazardous Substance" is defined in RCW 70.105D.020 (10).

A.16 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the SUBRECIPIENT, its successors or assigns, will protect, save and hold harmless the DEPARTMENT, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the SUBRECIPIENT, its sub-contractors, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the SUBRECIPIENT further agrees to defend the DEPARTMENT and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the DEPARTMENT; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the DEPARTMENT, and (2) the SUBRECIPIENT, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the SUBRECIPIENT, or SUBRECIPIENT's agents or employees.

Insofar as the funding source, the DEPARTMENT of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the federal government, the following shall apply:

44 CFR 206.9 Non-liability. The federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.17 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the DEPARTMENT's Authorized Signature and the Authorized Signature of the assigned SUBRECIPIENT Agent or Alternate for the SUBRECIPIENT Agent, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties Authorized Signature representatives. Further, only the Authorized Signature representative or Alternate for the SUBRECIPIENT shall have authority to sign reimbursement requests, certification of project completion, time extension requests, amendment and modification requests, requests for changes to project status, and other requests, certifications and documents authorized by or required under this Agreement.

A.18 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the DEPARTMENT may unilaterally reduce the scope of work and budget or unilaterally terminate or suspend all or part of the Agreement as a "Termination for Cause" without providing the SUBRECIPIENT an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the DEPARTMENT has no obligation to do so.

A.19 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred, or assigned by the SUBRECIPIENT.

A.20 NONDISCRIMINATION

The SUBRECIPIENT shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

A.21 NOTICES

The SUBRECIPIENT shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and shall maintain a record of this compliance.

A.22 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The SUBRECIPIENT represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the SUBRECIPIENT's performance under this Agreement. To the extent allowed by law, the SUBRECIPIENT further agrees to indemnify and hold harmless the DEPARTMENT and its employees and agents from all liability,

damages and costs of any nature, including but not limited to, costs of suits and attorneys' fees assessed against the DEPARTMENT, as a result of the failure of the SUBRECIPIENT to so comply.

A.23 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The DEPARTMENT makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the SUBRECIPIENT.

The SUBRECIPIENT shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the DEPARTMENT and the State of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.24 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.25 PRIVACY

Personal information collected, used, or acquired in connection with this agreement shall be used solely for the purposes of this agreement. SUBRECIPIENT and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the DEPARTMENT or as provided by law or court order. SUBRECIPIENT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to personal information.

The DEPARTMENT reserves the right to monitor, audit, or investigate the use of personal information collected, used, or acquired by the SUBRECIPIENT through this contract. The monitoring, auditing, or investigating may include but is not limited to "salting" by the DEPARTMENT. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The SUBRECIPIENT agrees to indemnify and hold harmless the DEPARTMENT for any damages related to the SUBRECIPIENT's unauthorized use, loss or disclosure of personal information.

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

A.26 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement 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.

A.27 PUBLICITY

The SUBRECIPIENT agrees to submit to the DEPARTMENT prior to issuance all advertising and publicity matters relating to this Agreement wherein the DEPARTMENT's name is mentioned or language used from which the connection of the DEPARTMENT's name may, in the DEPARTMENT's judgment, be inferred or implied. The SUBRECIPIENT agrees not to publish or use such advertising and publicity matters without the prior written consent of the DEPARTMENT. The SUBRECIPIENT may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

The SUBRECIPIENT shall include language which acknowledges the funding contribution of the DEPARTMENT and FEMA to this project in any release or other publication developed or modified for, or referring to, the project.

Publication resulting from work performed under this Agreement shall include an acknowledgement of the DEPARTMENT and FEMA's financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.28 RECAPTURE PROVISION

In the event the SUBRECIPIENT fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the SUBRECIPIENT of funds under this recapture provision shall occur within 30 days of demand. In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs and expenses thereof, including attorney fees.

A.29 RECORDS AND REPORTS

- a. The SUBRECIPIENT agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the SUBRECIPIENT's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The SUBRECIPIENT's records related to this Agreement and the projects funded may be inspected and audited by the DEPARTMENT or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the SUBRECIPIENT with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the SUBRECIPIENT for such inspection and audit, together with suitable space for such purpose, at any and all times during the SUBRECIPIENT's normal working day.
- d. The SUBRECIPIENT shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) year must be followed.

A.30 RECOVERY OF FUNDS

Any person who intentionally causes a condition for which funds are provided under this Agreement shall be liable for the costs incurred by the state and federal governments in responding to such disaster. In addition to its own duty to recover duplicated funds or funds expended due to the intentional or negligent actions of others. SUBRECIPIENT will cooperate in a reasonable manner with the DEPARTMENT and the United States in efforts to recover expenditures under this Grant Agreement.

A.31 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the DEPARTMENT undertakes to assist the SUBRECIPIENT with the project/statement of work/work plan (project) by providing grant funds pursuant to this Agreement, the project itself remains the sole responsibility of the SUBRECIPIENT. The DEPARTMENT undertakes no responsibility to the SUBRECIPIENT, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the SUBRECIPIENT, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the SUBRECIPIENT shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including but not limited to FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders.

The SUBRECIPIENT shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the SUBRECIPIENT in connection with the project. The SUBRECIPIENT shall not look to the DEPARTMENT, or to any state or federal agency, or to any of their employees or

agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.32 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.33 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

Non-federal entities as subrecipients that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a State, local government, Indian Tribe, institution of higher education, or non-profit organization that carries out a federal award as a recipient or subrecipient.

SUBRECIPIENTS that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The SUBRECIPIENT has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200 Subpart F.

The SUBRECIPIENT shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subrecipients or contractors also maintain auditable records.

The SUBRECIPIENT is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.

The SUBRECIPIENT must respond to DEPARTMENT requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The DEPARTMENT reserves the right to recover from the SUBRECIPIENT all disallowed costs resulting from the audit.

Once the single audit has been completed and includes any audit findings, the SUBRECIPIENT must send a full copy of the audit to the DEPARTMENT and its corrective action plan no later than nine (9) months after the end of the SUBRECIPIENT's fiscal year(s) to:

**Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032**

The DEPARTMENT retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The SUBRECIPIENT shall include the above audit requirements in any subawards.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT's failure to comply with said audit requirements may result in one or more of the following actions in the DEPARTMENT's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.34 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The SUBRECIPIENT, and/or employees or agents performing under this Agreement are not employees or agents of the DEPARTMENT in any manner whatsoever. The SUBRECIPIENT will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Agreement, nor will the SUBRECIPIENT make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the SUBRECIPIENT is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right and not by reason of this Agreement.

A.35 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the SUBRECIPIENT shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the SUBRECIPIENT or its staff required by statute or regulation that are applicable to Agreement performance.

A.36 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the SUBRECIPIENT may terminate this Agreement by providing written notice of such termination to the DEPARTMENTs Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the DEPARTMENT, in its sole discretion and in the best interests of the State of Washington, may terminate this Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the SUBRECIPIENT. Upon notice of termination for convenience, the DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds. In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.37 TERMINATION OR SUSPENSION FOR CAUSE

In the event the DEPARTMENT, in its sole discretion, determines the SUBRECIPIENT has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the SUBRECIPIENT unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the DEPARTMENT has the right to immediately suspend or terminate this Agreement in whole or in part.

The DEPARTMENT may notify the SUBRECIPIENT in writing of the need to take corrective action and provide a period of time in which to cure. The DEPARTMENT is not required to allow the SUBGRANTEE an opportunity to cure if it is not feasible as determined solely within the DEPARTMENT's discretion. Any time allowed for cure shall not diminish or eliminate the SUBRECIPIENT's liability for damages or otherwise affect any other remedies available to the DEPARTMENT. If the DEPARTMENT allows the SUBRECIPIENT an opportunity to cure, the DEPARTMENT shall notify the SUBRECIPIENT in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the DEPARTMENT, or if such corrective action is deemed by the DEPARTMENT to be insufficient, the Agreement may be terminated in whole or in part.

The DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the SUBRECIPIENT, if allowed, or pending a decision by the DEPARTMENT to terminate the Agreement in whole or in part.

In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Agreement and the replacement or

cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the SUBRECIPIENT: (1) was not in default or material breach, or (2) failure to perform was outside of the SUBRECIPIENT's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

A.38 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the DEPARTMENT terminates this Agreement, the SUBRECIPIENT shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the DEPARTMENT may require the SUBRECIPIENT to deliver to the DEPARTMENT any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the DEPARTMENT shall pay to the SUBRECIPIENT the agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the DEPARTMENT prior to the effective date of Agreement termination, and the amount agreed upon by the SUBRECIPIENT and the DEPARTMENT for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the DEPARTMENT, (iii) other work, services and/or equipment or supplies which are accepted by the DEPARTMENT, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the DEPARTMENT shall determine the extent of the liability of the DEPARTMENT. The DEPARTMENT shall have no other obligation to the SUBRECIPIENT for termination. The DEPARTMENT may withhold from any amounts due the SUBRECIPIENT such sum as the DEPARTMENT determines to be necessary to protect the DEPARTMENT against potential loss or liability.

The rights and remedies of the DEPARTMENT provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the DEPARTMENT in writing, the SUBRECIPIENT shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the DEPARTMENT, in the manner, at the times, and to the extent directed by the DEPARTMENT, all of the rights, title, and interest of the SUBRECIPIENT under the orders and sub-contracts so terminated, in which case the DEPARTMENT has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the DEPARTMENT to the extent the DEPARTMENT may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the DEPARTMENT and deliver in the manner, at the times, and to the extent directed by the DEPARTMENT any property which, if the Agreement had been completed, would have been required to be furnished to the DEPARTMENT;
- f. Complete performance of such part of the work as shall not have been terminated by the DEPARTMENT in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the DEPARTMENT may require, for the protection and preservation of the property related to this Agreement which is in the possession of the SUBRECIPIENT and in which the DEPARTMENT has or may acquire an interest.

A.39 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The SUBRECIPIENT shall comply with 2 CFR §200.321 and will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when

possible and will take all necessary affirmative steps to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The following steps are required by the subrecipient if any contracts with contractors or sub-contractors are entered into under the original contract award:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The SUBRECIPIENT may also set utilization standards, based upon local conditions or may utilize the State of Washington MWBE goals, as identified in. WAC 326-30-041.

A.40 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The SUBRECIPIENT, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

A.41 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the DEPARTMENT in writing. The DEPARTMENT's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

PROJECT WORKSHEET SAMPLE

U.S. DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET				O.M.B. No. 1660-0017	
PAPERWORK BURDEN DISCLOSURE NOTICE Public reporting burden for this form is estimated to average 90 minutes per response. Burden means the time, effort and financial resources expended by persons to generate, maintain, disclose, or to provide information to us. You may send comments regarding the accuracy of the burden estimate and or any aspect of the collection, including suggestions for reducing the burden to: Information Collections Management, U. S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (OMB Control Number 1660-0017). You are not required to respond to this collection of information unless a valid OMB number appears in the upper right corner of this form. NOTE: Do not send your completed form to this address.					
DISASTER		PROJECT NO.	PA ID NO.	DATE	CATEGORY
F _____ - R _____					
DAMAGED FACILITY				WORK COMPLETE AS OF:	
				_____ : _____ %	
SUBRECIPIENT			COUNTY		
LOCATION				LATITUDE	LONGITUDE
DAMAGE DESCRIPTION AND DIMENSIONS					
SCOPE OF WORK					
Does the Scope of Work change the pre-disaster conditions at the site? <input type="checkbox"/> Yes <input type="checkbox"/> No Special Considerations issues included? <input type="checkbox"/> Yes <input type="checkbox"/> No Hazard Mitigation proposal included? <input type="checkbox"/> Yes <input type="checkbox"/> No Is there insurance coverage on this facility? <input type="checkbox"/> Yes <input type="checkbox"/> No					
PROJECT COST					
I T	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
			/		
			/		
			/		
			/		
			/		
			/		
			/		
			/		
				TOTAL COST	
PREPARED BY		TITLE	SIGNATURE		
SUBRECIPIENT REP.		TITLE	SIGNATURE		

Index #13

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 7-13-2020

AGENDA ITEM:	
Washington State Military Department Public Assistance Grant Agreement	
PREPARED BY:	DIRECTOR APPROVAL:
Diana Rose	
DEPARTMENT:	
Executive	
ATTACHMENTS:	
Military Department Emergency Management Division Public Assistance Grant Face Sheet and Contract	
BUDGET CODE:	AMOUNT:
	TBD
SUMMARY:	
Presidential Disaster Declaration # FEMA-4481-DR-WA COVID-19. To provide funds to reimburse eligible expenses used in the emergency protective measures taken in response to the COVID-19 pandemic outbreak.	

RECOMMENDED ACTION:

Council considers authorizing the Mayor to sign and execute this Disaster Assistance grant agreement and any associated amendments that do not alter the underlying purpose of the original grant.

RECOMMENDED MOTION: I move to authorize the Mayor to sign and execute this Disaster Assistance grant agreement and any associated amendments that do not alter the underlying purpose of the grant.

**Washington State Military Department
PUBLIC ASSISTANCE GRANT AGREEMENT FACE SHEET**

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1. SUBRECIPIENT Name and Address: City of Marysville 1049 State Ave Marysville, WA 98270		2. Grant Agreement Amount: To be determined, based upon approved project worksheets		3. Grant Number: D20-131	
4. SUBRECIPIENT, phone/email: 360-363-8096/drose@marysvillewa.gov		5. Grant Agreement Start Date: January 20, 2020		6. Grant Agreement End Date: March 22, 2024	
7. DEPARTMENT Program Manager, phone/email: Gerard Urbas, (253) 512-7402 Gary.urbas@mil.wa.gov		8. Data Universal Numbering System (DUNS): 076658673		9. UBI # (state revenue):	
10. Funding Authority: Washington State Military Department (the "DEPARTMENT"), and Federal Emergency Management Agency (FEMA)					
11. Funding Source Agreement #: FEMA-4481-DR-WA		12. Program Index # 704UC (Federal) / 702UE (State) / 704UD (Admin)	13. Catalog of Federal Domestic Asst. (CFDA) # & Title: 97.036, Public Assistance		14. Federal EIN #:
15. Total Federal Award Amount: N/A			16. Federal Award Date: N/A		
17. Service Districts: (BY LEGISLATIVE DISTRICT): th (BY CONGRESSIONAL DISTRICT): th		18. Service Area by County(ies): Snohomish County		19. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____	
20. Contract Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency		
22. Contractor Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO _____			23. Contractor Type (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> OTHER		
24. BRIEF DESCRIPTION: Presidential Disaster Declaration # FEMA-4481-DR-WA COVID-19. To provide funds to the SUBRECIPIENT for the emergency protective measures taken in response to the COVID-19 pandemic outbreak as approved by FEMA in project worksheets describing eligible scopes of work and associated funding. The DEPARTMENT is the Recipient and Pass-through Entity of the Presidential Disaster Declaration # FEMA-4481-DR-WA COVID-19, and FEMA State Agreement, which are incorporated by reference, and makes a subaward of Federal award funds to the SUBRECIPIENT pursuant to this Agreement. The SUBRECIPIENT is accountable to the DEPARTMENT for use of Federal award funds provided under this Agreement and the associated matching funds.					
IN WITNESS WHEREOF, the DEPARTMENT and SUBRECIPIENT acknowledge and accept the terms of this Agreement, references and attachments hereto and have executed this Agreement as of the date and year written below. This Agreement Face Sheet, Special Terms and Conditions (Attachment 1), General Terms and Conditions (Attachment 2), Project Worksheet Sample (Attachment 3), Washington State Public Assistance Applicant Manual dated March 22, 2020 (Attachment 4), and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:					
1. Applicable Federal and State Statutes and Regulations		5. Special Terms and Conditions			
2. DHS Standard Terms and Conditions		6. General Terms and Conditions, and,			
3. Presidential Declaration, FEMA State Agreement, and other Documents		7. Other provisions of the contract incorporated by reference.			
4. Statement of Work and/or Project Description as outlined in FEMA approved Project Worksheet(s)					
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.					
FOR THE DEPARTMENT:			FOR THE SUBRECIPIENT:		
Signature _____ Date _____		Signature _____ Date _____			
Stacey McClain, Governor's Authorized Representative Washington State Military Department		print or type name: _____			
			APPROVED AS TO FORM:		
			SUBRECIPIENT's Attorney _____		Date _____

**Washington State Military Department
SPECIAL TERMS AND CONDITIONS**

ARTICLE I – KEY PERSONNEL

The individuals listed below shall be considered key personnel and point of contact. Any substitution by either party must be submitted in writing.

SUBRECIPIENT		MILITARY DEPARTMENT	
Name		Name	Gerard Urbas
Title		Title	Deputy State Coordinating Officer Public Assistance
E-Mail		E-Mail	gary.urbas@mil.wa.gov
Phone		Phone	(253) 512-7402

ARTICLE II - ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by FEMA applicable to the Presidential Declaration including, but not limited to, all criteria, restrictions, and requirements of the “FEMA State Agreement” published by FEMA and the federal regulations commonly applicable to FEMA grants, all of which are incorporated herein by reference. The Presidential Declaration and the FEMA State Agreement are incorporated in this Agreement by reference.

The SUBRECIPIENT shall comply with the Washington State Public Assistance Applicant Manual dated March 22, 2020 incorporated in this Agreement as **Attachment 4**. The DHS Standard Terms and Conditions are incorporated by reference in this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated March 22, 2020.

The SUBRECIPIENT acknowledges that since this Agreement involves federal award funding, the period of performance described herein may begin prior to the availability of appropriated federal funds. The SUBRECIPIENT agrees that it will not hold the DEPARTMENT, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

Federal funding is provided by FEMA and is administered by the DEPARTMENT. Under the authority of Presidential Disaster Declaration number FEMA-4481-DR-WA, the DEPARTMENT is reimbursing the SUBRECIPIENT for those approved eligible costs and activities necessary under the Public Assistance Grant Program during the incident period beginning January 20, 2020 and continuing. Eligible costs and activities will be identified in Project Worksheets approved by FEMA and a Project Worksheet Sample is incorporated as **Attachment 3**. The DEPARTMENT is also providing Advance Payments to the SUBRECIPIENT where provided by FEMA and required and allowed by law. Any interest earned on advance payments (except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination Act (23 U.S.C. 450)) shall be promptly, but at least quarterly, remitted to the DEPARTMENT to be paid to FEMA. The SUBRECIPIENT may keep interest amounts up to \$100 per year for administrative expenses.

A. STATE AND FEDERAL REQUIREMENTS FOR PUBLIC ASSISTANCE GRANTS:

The following requirements apply to all DHS/FEMA Presidential Disasters administered by the DEPARTMENT.

1. FUNDING

The DEPARTMENT will administer the Public Assistance (PA) Grant Program, provide Advance payments, and reimburse approved eligible Public Assistance costs to the SUBRECIPIENT that are identified under the auspices of Presidential Disaster Declaration Number FEMA-4481-DR-WA and authorized by and consistent with the Stafford Act (P.L. 93-288, as amended) and applicable regulations.

It is understood that no final dollar figure is committed to at the time that this Agreement is executed, but that financial commitments will be made by amendments to the project application as Project Worksheets are completed in the field and projects are authorized by state and federal officials.

Pursuant to the FEMA-STATE AGREEMENT, FEMA will contribute not less than **75** percent of the eligible costs for any eligible project and 100 percent of the federal PA Management Costs, up to 5 percent of the total award amount for each Subrecipient, as provided for in subsection 3.E. of Article II of this Public Assistance Agreement. The SUBRECIPIENT commits to providing the remaining **25** percent non-federal match to any eligible project that has been identified under the Presidential Disaster Declaration number FEMA-4481-DR-WA, subject to the following exceptions:

DEPARTMENT Match: The Washington State Legislature may authorize the DEPARTMENT to provide a match to the SUBRECIPIENT's non-federal share of eligible projects. Provision of a match by the DEPARTMENT, if authorized by the Washington State Legislature, shall not require amendment of this Agreement. If DEPARTMENT match funds are committed to the non-federal share by the DEPARTMENT pursuant to legislative authorization, the DEPARTMENT will formally notify the SUBRECIPIENT of the match in writing which will include information identifying any related reduction in the SUBRECIPIENT's percentage commitment.

Donated Resources: FEMA will credit the SUBRECIPIENT for the value of donated resources (non-cash contributions of property or services) related to eligible Emergency Work to offset the non-Federal cost share of its eligible Emergency Work project worksheets – categories A and B, and for the value of donated resources related to eligible work on a Permanent Work project to offset the non-Federal cost share of that specific Permanent Work project worksheet for which the resources were donated – categories C through G. The Donated Resources are recognized by FEMA in a Project Worksheet. Donated Resources offset the non-federal share of the eligible emergency work approved in Project Worksheets or specific permanent work approved in Project Worksheets. For non-state agency SUBRECIPIENTS, the donated resource value will first be applied to the SUBRECIPIENT's non-federal share, and, if a DEPARTMENT match is authorized, any remaining donated resource value will be applied to the DEPARTMENT's share. The value of the Donated Resources is calculated as described in FP 104-009-2 Public Assistance Program and Policy Guide (PAPPG) and the Public Assistance Donated Resources Recovery Policy, and is capped at the non-Federal share of approved eligible emergency work costs or capped at the non-Federal share of the specific approved eligible permanent work costs, as applicable. The Federal share of the Donated Resources will not exceed the non-federal share of eligible emergency work costs or of specific permanent work costs approved in Project Worksheets. Any excess credit for eligible emergency work costs can be credited only to other eligible emergency work costs, for the same SUBRECIPIENT in the same disaster. The value of excess donated resources cannot be credited toward or transferred to another eligible SUBRECIPIENT, or toward other State obligations. The DEPARTMENT does not match a FEMA donated resource credit.

The Project Worksheet, sample provided in Attachment 3, is required to be completed by FEMA or State Project Specialists.

2. GRANT AGREEMENT PERIOD

- a. Activities payable under this Agreement and to be performed by the SUBRECIPIENT under this Agreement shall be those activities which occurred during or subsequent to the incident period defined in the FEMA State Agreement, and shall terminate upon completion of the project(s) approved by federal and state officials, including completion of close-out and audit. This period shall be referred to as the "Grant Agreement Period."
- b. The Grant Agreement Period shall only be extended by (1) written notification of FEMA approval of the Grant Agreement Period followed up with a mutually agreed written amendment, or (2) written notification from the DEPARTMENT to the SUBRECIPIENT issued by the DEPARTMENT to address extensions of its underlying federal grant performance period or to provide additional time for completion of the SUBRECIPIENT's project(s).

3. PAYMENTS

The DEPARTMENT, using funds granted for the purposes of the Presidential Disaster Declaration from FEMA, shall issue payments to the SUBRECIPIENT in compliance with the Washington State Public Assistance Applicant Manual dated March 22, 2020 (**Attachment 4**) procedures as follows:

- a. Small Project Payments: Payments are made for all small projects to the SUBRECIPIENT upon submission and approval of an A19-1A State of Washington Invoice Voucher to the DEPARTMENT, after FEMA has approved funding through approval of Project Worksheets.
- b. Progress Payments: Progress payment of funds for costs already incurred on large projects minus 10 percent retainage may be made to the SUBRECIPIENT upon submission by the SUBRECIPIENT of an A19-1A State of Washington Invoice Voucher, a letter of request, and a spreadsheet identifying the claimed costs supporting the payment request and approval by the DEPARTMENT.
- c. Improved Projects: Payments on improved projects (capped project) will be pro-rated based upon the percentage of the project that is funded under this disaster grant to the overall project cost. This percentage will be identified when the first payment on the improved project is made. Progress payments will be made as outlined above in Section B.
- d. Final Payment: Final Payment on a large project will be made following submission by the SUBRECIPIENT of a certification of completion on the STATEMENT OF DOCUMENTATION / FINAL INSPECTION REPORT form upon completion of project(s), completion of all final inspections by the DEPARTMENT, and final approval by FEMA. Final payment on a large project will include any retainage withheld during progress payments. Final payments may also be conditional upon financial review, if determined necessary by the DEPARTMENT or FEMA. Adjustments to the final payment may be made following any audits conducted by the Washington State Auditor's Office, the United States Inspector General or other federal or state agency.
- e. The SUBRECIPIENT is eligible to receive federal PA Management Costs up to 5 percent of the total award amount for each Subrecipient at the time of its request. PA Management Costs includes any of the following when associated with the PA portion of a major disaster or emergency: Indirect costs, direct administrative costs, and other administrative expenses associated with a specific project. Documentation is required to substantiate the eligibility of management activities and associated costs in accordance with PA Management Costs Interim Policy – Standard Operating Procedures.
- f. All payment requests shall be made on an A19-1A form, State of Washington, Invoice Voucher. Payments will be made by electronic fund transfer to the SUBRECIPIENT's account.
- g. Federal funding shall not exceed the total federal contribution eligible for Public Assistance costs under Presidential Disaster Declaration number FEMA-4481-DR-WA.
- h. For state agencies, the DEPARTMENT will, through interagency reimbursement procedures, transfer payment to the SUBRECIPIENT. Payment will be transferred by journal voucher to Agency No. [REDACTED], Accounting Fund No. [REDACTED].
- i. Within the total Grant Agreement Amount, travel, sub-contracts, salaries, benefits, printing, equipment, and other goods and services will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.
- j. For travel costs, SUBRECIPIENTS shall comply with 2 CFR 200.474 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <http://www.gsa.gov>, and follow the most restrictive.
- k. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by DEPARTMENT Key Personnel.
- l. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the SUBRECIPIENT consistent with record retention requirements of this Agreement, and be made available upon request by the DEPARTMENT, and local, state, or federal auditors.
- m. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the DEPARTMENT within 45 days after the Grant Agreement End Date, except as otherwise authorized by written amendment of this Agreement and issued by the DEPARTMENT.

- n. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the SUBRECIPIENT, its subrecipient or contractor, or any non-federal entity to which the SUBRECIPIENT makes a subaward, and is invoiced by the vendor.
- o. SUBRECIPIENTS shall only use federal award funds under this Agreement to supplement existing funds, and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The SUBRECIPIENT may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

The DEPARTMENT shall provide Advance Payments as provided by FEMA and as required and authorized by law.

4. CLOSEOUT

To initiate close-out, the SUBRECIPIENT is required to certify in writing, by Project Worksheet Number, date completed and total amount expended on the project, completion of the small projects. To initiate close-out of the large projects, the SUBRECIPIENT shall submit certification of completion on a STATEMENT OF DOCUMENTATION/FINAL INSPECTION REPORT form to the DEPARTMENT.

The DEPARTMENT will then complete a site inspection and a financial review of documentation to support the claimed costs. Certifications on small and large projects are due within sixty days following the completion of the project or receipt of the approved Project Worksheet, whichever date is later.

If SUBRECIPIENT is claiming federal PA Management Costs: Indirect costs, direct administrative costs, and other administrative expenses associated with a specific project must be supported by documentation to substantiate the eligibility of management activities and associated costs that has been prepared and assembled in accordance with PA Management Costs Interim Policy – Standard Operating Procedures prior to close-out.

After all of the projects have been certified as complete and approved for closure by FEMA, the DEPARTMENT will forward a final A19-1A State of Washington Invoice Voucher to the SUBRECIPIENT for release of the remaining funds due to the subrecipient for eligible costs, including any retainage previously withheld, and the allowance for federal indirect costs.

5. DOCUMENTATION / REPORTING REQUIREMENTS

For all Advance Payment, the SUBRECIPIENT shall provide documentation and receipts for all costs related to the Advance Payment and provide such to the DEPARTMENT quarterly.

The SUBRECIPIENT is required to retain all documentation which adequately identifies the source and application of Public Assistance funds, including the federal indirect cost reimbursement, for six years following the closure of this disaster grant. For all funds received, source documentation includes adequate accounting of actual costs and recoveries incurred.

The SUBRECIPIENT shall also comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete the FFATA Form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> and return to the DEPARTMENT; which is incorporated by reference and made a part of this Agreement.

Quarterly Reports: The SUBRECIPIENT is required to submit to the DEPARTMENT a quarterly report indicating the status of all their large projects. The status shall identify the costs incurred to date, the percentage of work completed, the anticipated completion date of the project and whether cost under runs or over runs are expected. In addition, the SUBRECIPIENT should note in the comment field any challenges or issues associated with the project. Failure to submit a complete quarterly report within 15 days following the end of the quarter will result in suspension of all payments to the SUBRECIPIENT until a complete quarterly report is received by the DEPARTMENT. The quarterly report will serve as the basis for any FEMA Office of Chief Financial Officer (OCFO) funds reduction.

6. TIME EXTENSIONS

A time extension request is required to be forwarded to the DEPARTMENT by the SUBRECIPIENT¹⁸⁸ for a project prior to the expiration of the approved completion date. If the project is approved and funded after the statutory approval time period for completion, then a time extension request must be submitted to the DEPARTMENT within fifteen days of receipt of the funding package.

In accordance with 44CFR206.204, the DEPARTMENT reserves the right, in its sole discretion, to consider and approve a time extension request after expiration of the approved completion date and within the DEPARTMENT's statutory extension authority. Requests for time extensions beyond the DEPARTMENT's authority will be considered and approved by FEMA, at their sole discretion.

All determinations made regarding time extension requests will be based on a case by case evaluation of specific factual circumstances.

A time extension request must be in writing and identify the Project Worksheet number, the reason the project has not been completed within the prior approved completion period, the reason the time extension request was not submitted prior to the statutory approval time period (if applicable), a current status of the completion of the work, a detailed timeline for completion of the remaining elements, and an anticipated completion date for the completion of the remaining work. Failure to submit a time extension request in a timely manner may result in denial of the time extension request, and loss of funding for the related project.

7. PROCUREMENT

The SUBRECIPIENT shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and as specified in the General Terms and Conditions, Exhibit A.11.

8. SUBRECIPIENT MONITORING:

- a. The DEPARTMENT will monitor the activities of the SUBRECIPIENT from award to closeout. The goal of the DEPARTMENT's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the SUBRECIPIENT shall complete and return to the DEPARTMENT 2 CFR Part 200 Subpart F Audit Certification Form" located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> with the signed Agreement and each fiscal year thereafter until the Agreement is closed, which is incorporated by reference and made a part of this Agreement.
- c. Monitoring activities may include, but are not limited to:
 - i. review of financial and performance reports;
 - ii. monitoring and documenting the completion of Agreement deliverables;
 - iii. documentation of phone calls, meetings, e-mails, and correspondence;
 - iv. review of reimbursement requests and supporting documentation to ensure eligibility and consistency with Agreement work plan, budget, and federal requirements;
 - v. observation and documentation of Agreement related activities;
 - vi. on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The SUBRECIPIENT is required to meet or exceed the monitoring activities, as outlined above and in 2 CFR Part 200 Subpart F, for any non-federal entity to which the SUBRECIPIENT makes a subaward as a pass-through entity under this Agreement.
- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan. If the SUBRECIPIENT fails to comply with federal or state statutes or regulations, or the terms and conditions of this Agreement, the DEPARTMENT may impose any additional subaward conditions as described in 2 CFR 200.207. If the DEPARTMENT determines that noncompliance cannot be remedied by imposing additional conditions, it may take one or more of the following actions:

- i. Temporarily withhold cash payments pending correction of the deficiency¹⁸⁹ by the SUBRECIPIENT.
- ii. Wholly or partially suspend or terminate the subaward to the SUBRECIPIENT.
- iii. Initiate suspension or debarment proceedings under 2 CFR 180 or recommend such a proceeding be initiated by the federal awarding agency.
- iv. Withhold further federal awards for the project or program.
- v. Take any other remedies that may be legally available.

f. The DEPARTMENT agrees to:

- i. Provide technical assistance during all monitoring or evaluation activities. The DEPARTMENT will coordinate and schedule the meetings necessary to conduct and complete all monitoring and evaluation activities.
- ii. Develop the SUBRECIPIENT's project worksheet(s) (PW) and supporting attachments with FEMA and the SUBRECIPIENT's assistance based upon the costs determined to be eligible.
- iii. Submit the SUBRECIPIENT's funding package to FEMA.
- iv. Notify the SUBRECIPIENT when funding approval is received, issue payment per the process described above see Article II, A.4 – Payments, and provide the SUBRECIPIENT with a copy of the approved project worksheet.
- v. Work with the SUBRECIPIENT to resolve any issues identified during the monitoring process.
- vi. Review and respond appropriately to the SUBRECIPIENT's requests for time extensions and changes.

9. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

All subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

B. FEMA STATE AGREEMENT TERMS AND CONDITIONS

As a subrecipient of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS/FEMA terms and conditions of the Presidential Declaration and the FEMA State Agreement, which are incorporated in and made a part of this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated March 22, 2020 (**Attachment 4**).

**Washington State Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants**

A.1 DEFINITIONS

As used throughout this Agreement, the following terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. **"DEPARTMENT"** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the DEPARTMENT, or any of the officers or other officials lawfully representing that DEPARTMENT. The DEPARTMENT is a recipient of a federal award directly from a federal awarding agency and is pass-through entity making a subaward to a subrecipient under this Agreement.
- b. **"SUBRECIPIENT"** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the DEPARTMENT. However, the definition of "subrecipient" is the same as in 2 CFR 200.93 for all other purposes. **"Monitoring Activities"** means all administrative, construction, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- c. **"Project"** means those actions funded through the Public Assistance Program and described in approved Project Worksheets. Projects may include one or more of the following: reimbursement of costs for emergency response, debris removal and/or repair or restoration of damaged public facilities. A project may be a small, large, improved, or alternate project.
- d. **"Investment Justification"** means grant application investment justification submitted by the SUBRECIPIENT describing the project for which federal funding is sought and provided under this Agreement. Such grant application investment justification is hereby incorporated into this Agreement by reference.

A.2 ADVANCE PAYMENTS

The DEPARTMENT shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement, except as required under 2 CFR 200.305 for federal grants. SUBRECIPIENT shall not invoice the DEPARTMENT in advance of delivery and invoicing of such goods or services, except as authorized under 2 CFR 200.305.

Pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C §5121-5207), Advance Payment process, FEMA will process a SUBRECIPIENT project worksheet which is provided to the state of Washington for direct disbursement to SUBRECIPIENT.

Pursuant to these provisions and RCW 43.88.160(5), these grant funds are not subject to the advance payments prohibition and will be disbursed immediately to SUBRECIPIENT as grants authorized by law with subsequent authentication and certification of expenditures.

A.3 AMENDMENTS AND MODIFICATIONS

The SUBRECIPIENT or the DEPARTMENT may request, in writing, an amendment or modification of this Agreement. Modifications may be requested for Grant Agreement end date, budget or scope change. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the DEPARTMENT and the SUBRECIPIENT. No other understandings or agreements, written or oral, shall be binding on the parties.

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The SUBRECIPIENT 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 telecommunication.

A.5 APPLICATION REPRESENTATION-MISREPRESENTATION, INACCURACY AND BREACH

The DEPARTMENT relies upon the SUBRECIPIENT's application in making its determinations as to eligibility for, selection for, and scope of funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

A.6 ASSURANCES

DEPARTMENT and SUBRECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations. In addition, as a SUBRECIPIENT of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS terms and conditions as specified in Appendix F of the Washington State Public Assistance Applicant Manual dated March 22, 2020 incorporated in this Agreement as **Attachment 4**.

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the SUBRECIPIENT certifies that the SUBRECIPIENT is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The SUBRECIPIENT shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at <http://mil.wa.gov/emergency-management-division/requiredgrantforms>. Any such form completed by the SUBRECIPIENT for this Agreement shall be incorporated into this Agreement by reference.

Further, the SUBRECIPIENT agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The SUBRECIPIENT certifies that it will ensure that potential sub-contractors or sub-recipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and sub-awards to sub-recipients for any amount. With respect to covered transactions, the SUBRECIPIENT may comply with this provision by obtaining a certification statement from the potential sub-contractor or sub-recipient or by checking the System for Award Management (<http://www.sam.gov>) maintained by the federal government. The SUBRECIPIENT also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/>).

A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the SUBRECIPIENT hereby certifies that to the best of their knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the SUBRECIPIENT will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the SUBRECIPIENT will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.9 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The SUBRECIPIENT and all its contractors shall comply with, and the DEPARTMENT¹⁹² is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, as supplemented by Department of Labor regulations (41 CFR chapter 60); Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3); Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5); Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5); Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Title 44 of the Federal Regulations, 2 CFR Part 3002, Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

DEPARTMENT and SUBRECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

In the event of the SUBRECIPIENT's or its contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, the DEPARTMENT may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion.

The SUBRECIPIENT is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.10 CONFLICT OF INTEREST

No officer or employee of the DEPARTMENT; no member, officer, or employee of the SUBRECIPIENT or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such the SUBRECIPIENT who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The SUBRECIPIENT shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this provision.

A.11 CONTRACTING & PROCUREMENT

a. The SUBRECIPIENT shall use a competitive procurement process in the procurement and award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 2 CFR Part 200.318 General procurement standards through 200.326 Contract Provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the SUBRECIPIENT under this Agreement must include the following provisions, as applicable:

1) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

The procurement process followed shall be in accordance with 2 CFR Parts 200 and 3002, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, as applicable to the SUB-GRANTEE. All subcontracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be 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 one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be 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.

6) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 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 any other award covered by 31 U.S.C. 1352. Each tier must also 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 non-Federal award.

10) Procurement of recovered materials -- As required by 2 CFR 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11) Notice of Federal awarding agency requirements and regulations pertaining to reporting.

12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.

13) Access by the DEPARTMENT, the SUBRECIPIENT, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

14) Retention of all required records for six years after the SUBRECIPIENT has made final payments and all other pending matters are closed.

15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

16) Pursuant to Executive Order 13858 “Strengthening Buy-American Preferences for Infrastructure Projects,” the DEPARTMENT encourages SUBRECIPIENTS to use, to the greatest extent practicable and consistent with the law, iron and aluminum as well as steel, cement and other manufactured products produced in the United States, in Public Assistance and Hazard Mitigation Grant Program eligible public infrastructure repair and construction projects affecting surface transportation, ports, water resources including sewer and drinking water and power. Such preference must be consistent with the law, including cost and contracting requirements of 2 CFR Part 200.

b. The DEPARTMENT reserves the right to review the SUBRECIPIENT procurement plans and documents, and require the SUBRECIPIENT to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 2 CFR 200.326. The SUBRECIPIENT must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the SUBRECIPIENT and DEPARTMENT to make a determination on eligibility of project costs.

c. All sub-contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.12 DISCLOSURE

The use or disclosure by any party of any information concerning the DEPARTMENT for any purpose not directly connected with the administration of the DEPARTMENT's or the SUBRECIPIENT's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the DEPARTMENT or as required to comply with the state Public Records Act, other law or court order.

A.13 DISPUTES

Except as otherwise provided in this contract, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the SUBRECIPIENT and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs, and share equally the cost of the third panel member.

A.14 DUPLICATION OF BENEFITS

The SUBRECIPIENT agrees that the funds for which federal or state assistance is requested does not, or will not, duplicate benefits or funds received for the same loss from any other source. The SUBRECIPIENT will pursue, and require sub-recipients to pursue, full payment of eligible insurance benefits for properties or any other losses covered in a project under this Agreement. The SUBRECIPIENT will repay the DEPARTMENT any funds provided under this grant agreement that are duplicated by other benefits, funds, or insurance proceeds. The SUBRECIPIENT will also seek recovery against any party or parties whose negligence or other intentional or tortious conduct may have caused or contributed to the expenditures for which these grants funds are provided. The SUBRECIPIENT will repay the DEPARTMENT any funds recovered by settlement, judgment or other court order in an action to recover funds provided by this grant. The SUBRECIPIENT shall notify the DEPARTMENT as early as possible and work in conjunction with the DEPARTMENT and FEMA to ensure appropriate apportionment of any duplicated or recovered payment.

A.15 HAZARDOUS SUBSTANCES

The SUBRECIPIENT shall inspect and investigate the proposed development/construction site for the presence of hazardous substances. The SUBRECIPIENT shall fully disclose to the DEPARTMENT the results of its inspection and investigation and all other knowledge the SUBRECIPIENT has as to the presence of any hazardous substances at the proposed development/construction project site. The SUBRECIPIENT will be responsible for any associated clean-up costs. "Hazardous Substance" is defined in RCW 70.105D.020 (10).

A.16 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the SUBRECIPIENT, its successors or assigns, will protect, save and hold harmless the DEPARTMENT, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the SUBRECIPIENT, its sub-contractors, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the SUBRECIPIENT further agrees to defend the DEPARTMENT and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the DEPARTMENT; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the DEPARTMENT, and (2) the SUBRECIPIENT, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the SUBRECIPIENT, or SUBRECIPIENT's agents or employees.

Insofar as the funding source, the DEPARTMENT of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the federal government, the following shall apply:

44 CFR 206.9 Non-liability. The federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.17 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the DEPARTMENT's Authorized Signature and the Authorized Signature of the assigned SUBRECIPIENT Agent or Alternate for the SUBRECIPIENT Agent, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties Authorized Signature representatives. Further, only the Authorized Signature representative or Alternate for the SUBRECIPIENT shall have authority to sign reimbursement requests, certification of project completion, time extension requests, amendment and modification requests, requests for changes to project status, and other requests, certifications and documents authorized by or required under this Agreement.

A.18 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the DEPARTMENT may unilaterally reduce the scope of work and budget or unilaterally terminate or suspend all or part of the Agreement as a "Termination for Cause" without providing the SUBRECIPIENT an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the DEPARTMENT has no obligation to do so.

A.19 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the SUBRECIPIENT.

A.20 NONDISCRIMINATION

The SUBRECIPIENT shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

A.21 NOTICES

The SUBRECIPIENT shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and shall maintain a record of this compliance.

A.22 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The SUBRECIPIENT represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the SUBRECIPIENT's performance under this Agreement. To the extent allowed by law, the SUBRECIPIENT further agrees to indemnify and hold harmless the DEPARTMENT and its employees and agents from all liability,

damages and costs of any nature, including but not limited to, costs of suits and attorneys' fees assessed against the DEPARTMENT, as a result of the failure of the SUBRECIPIENT to so comply.

A.23 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The DEPARTMENT makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the SUBRECIPIENT.

The SUBRECIPIENT shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the DEPARTMENT and the State of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.24 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.25 PRIVACY

Personal information collected, used or acquired in connection with this agreement shall be used solely for the purposes of this agreement. SUBRECIPIENT and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the DEPARTMENT or as provided by law or court order. SUBRECIPIENT agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The DEPARTMENT reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the SUBRECIPIENT through this contract. The monitoring, auditing or investigating may include but is not limited to "salting" by the DEPARTMENT. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The SUBRECIPIENT agrees to indemnify and hold harmless the DEPARTMENT for any damages related to the SUBRECIPIENT's unauthorized use, loss or disclosure of personal information.

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

A.26 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement 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.

A.27 PUBLICITY

The SUBRECIPIENT agrees to submit to the DEPARTMENT prior to issuance all advertising and publicity matters relating to this Agreement wherein the DEPARTMENT's name is mentioned or language used from which the connection of the DEPARTMENT's name may, in the DEPARTMENT's judgment, be inferred or implied. The SUBRECIPIENT agrees not to publish or use such advertising and publicity matters without the prior written consent of the DEPARTMENT. The SUBRECIPIENT may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

The SUBRECIPIENT shall include language which acknowledges the funding contribution of the DEPARTMENT and FEMA to this project in any release or other publication developed or modified for, or referring to, the project.

Publication resulting from work performed under this Agreement shall include an acknowledgement of the DEPARTMENT and FEMA's financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.28 RECAPTURE PROVISION

In the event the SUBRECIPIENT fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the SUBRECIPIENT of funds under this recapture provision shall occur within 30 days of demand. In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs and expenses thereof, including attorney fees.

A.29 RECORDS AND REPORTS

- a. The SUBRECIPIENT agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the SUBRECIPIENT's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The SUBRECIPIENT's records related to this Agreement and the projects funded may be inspected and audited by the DEPARTMENT or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the SUBRECIPIENT with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the SUBRECIPIENT for such inspection and audit, together with suitable space for such purpose, at any and all times during the SUBRECIPIENT's normal working day.
- d. The SUBRECIPIENT shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) year must be followed.

A.30 RECOVERY OF FUNDS

Any person who intentionally causes a condition for which funds are provided under this Agreement shall be liable for the costs incurred by the state and federal governments in responding to such disaster. In addition to its own duty to recover duplicated funds or funds expended due to the intentional or negligent actions of others. SUBRECIPIENT will cooperate in a reasonable manner with the DEPARTMENT and the United States in efforts to recover expenditures under this Grant Agreement.

A.31 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the DEPARTMENT undertakes to assist the SUBRECIPIENT with the project/statement of work/work plan (project) by providing grant funds pursuant to this Agreement, the project itself remains the sole responsibility of the SUBRECIPIENT. The DEPARTMENT undertakes no responsibility to the SUBRECIPIENT, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the SUBRECIPIENT, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the SUBRECIPIENT shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including but not limited to FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders.

The SUBRECIPIENT shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the SUBRECIPIENT in connection with the project. The SUBRECIPIENT shall not look to the DEPARTMENT, or to any state or federal agency, or to any of their employees or

agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.32 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.33 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

Non-federal entities as subrecipients that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a State, local government, Indian Tribe, institution of higher education, or non-profit organization that carries out a federal award as a recipient or subrecipient.

SUBRECIPIENTS that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The SUBRECIPIENT has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200 Subpart F.

The SUBRECIPIENT shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subrecipients or contractors also maintain auditable records.

The SUBRECIPIENT is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.

The SUBRECIPIENT must respond to DEPARTMENT requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The DEPARTMENT reserves the right to recover from the SUBRECIPIENT all disallowed costs resulting from the audit.

Once the single audit has been completed and includes any audit findings, the SUBRECIPIENT must send a full copy of the audit to the DEPARTMENT and its corrective action plan no later than nine (9) months after the end of the SUBRECIPIENT's fiscal year(s) to:

**Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032**

If Contractor claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT must send a letter identifying this Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the SUBRECIPIENT's fiscal year(s) to the address listed above.

The DEPARTMENT retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The SUBRECIPIENT shall include the above audit requirements in any subawards.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT's failure to comply with said audit requirements may result in one or more of the following actions in the DEPARTMENT's sole discretion:

a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.34 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The SUBRECIPIENT, and/or employees or agents performing under this Agreement are not employees or agents of the DEPARTMENT in any manner whatsoever. The SUBRECIPIENT will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Agreement, nor will the SUBRECIPIENT make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the SUBRECIPIENT is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right and not by reason of this Agreement.

A.35 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the SUBRECIPIENT shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the SUBRECIPIENT or its staff required by statute or regulation that are applicable to Agreement performance.

A.36 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the SUBRECIPIENT may terminate this Agreement by providing written notice of such termination to the DEPARTMENT's Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the DEPARTMENT, in its sole discretion and in the best interests of the State of Washington, may terminate this Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the SUBRECIPIENT. Upon notice of termination for convenience, the DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds. In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.37 TERMINATION OR SUSPENSION FOR CAUSE

In the event the DEPARTMENT, in its sole discretion, determines the SUBRECIPIENT has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the SUBRECIPIENT unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the DEPARTMENT has the right to immediately suspend or terminate this Agreement in whole or in part.

The DEPARTMENT may notify the SUBRECIPIENT in writing of the need to take corrective action and provide a period of time in which to cure. The DEPARTMENT is not required to allow the SUBGRANTEE an opportunity to cure if it is not feasible as determined solely within the DEPARTMENT's discretion. Any time allowed for cure shall not diminish or eliminate the SUBRECIPIENT's liability for damages or otherwise affect any other remedies available to the DEPARTMENT. If the DEPARTMENT allows the SUBRECIPIENT an opportunity to cure, the DEPARTMENT shall notify the SUBRECIPIENT in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the DEPARTMENT, or if such corrective action is deemed by the DEPARTMENT to be insufficient, the Agreement may be terminated in whole or in part.

The DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds during

investigation of the alleged compliance breach, pending corrective action by the SUBRECIPIENT, if allowed, or pending a decision by the DEPARTMENT to terminate the Agreement in whole or in part.

In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the SUBRECIPIENT: (1) was not in default or material breach, or (2) failure to perform was outside of the SUBRECIPIENT's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

A.38 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the DEPARTMENT terminates this Agreement, the SUBRECIPIENT shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the DEPARTMENT may require the SUBRECIPIENT to deliver to the DEPARTMENT any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the DEPARTMENT shall pay to the SUBRECIPIENT the agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the DEPARTMENT prior to the effective date of Agreement termination, and the amount agreed upon by the SUBRECIPIENT and the DEPARTMENT for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the DEPARTMENT, (iii) other work, services and/or equipment or supplies which are accepted by the DEPARTMENT, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the DEPARTMENT shall determine the extent of the liability of the DEPARTMENT. The DEPARTMENT shall have no other obligation to the SUBRECIPIENT for termination. The DEPARTMENT may withhold from any amounts due the SUBRECIPIENT such sum as the DEPARTMENT determines to be necessary to protect the DEPARTMENT against potential loss or liability.

The rights and remedies of the DEPARTMENT provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the DEPARTMENT in writing, the SUBRECIPIENT shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the DEPARTMENT, in the manner, at the times, and to the extent directed by the DEPARTMENT, all of the rights, title, and interest of the SUBRECIPIENT under the orders and sub-contracts so terminated, in which case the DEPARTMENT has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the DEPARTMENT to the extent the DEPARTMENT may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the DEPARTMENT and deliver in the manner, at the times, and to the extent directed by the DEPARTMENT any property which, if the Agreement had been completed, would have been required to be furnished to the DEPARTMENT;
- f. Complete performance of such part of the work as shall not have been terminated by the DEPARTMENT in compliance with all contractual requirements; and

- g. Take such action as may be necessary, or as the DEPARTMENT may require, for the protection and preservation of the property related to this Agreement which is in the possession of the SUBRECIPIENT and in which the DEPARTMENT has or may acquire an interest.

A.39 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The SUBRECIPIENT shall comply with 2 CFR §200.321 and will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will take all necessary affirmative steps to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The following steps are required by the subrecipient if any contracts with contractors or sub-contractors are entered into under the original contract award:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The SUBRECIPIENT may also set utilization standards, based upon local conditions or may utilize the State of Washington MWBE goals, as identified in. WAC 326-30-041.

A.40 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The SUBRECIPIENT, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

A.41 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the DEPARTMENT in writing. The DEPARTMENT's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

PROJECT WORKSHEET SAMPLE

U.S. DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET				O.M.B. No. 1660-0017	
PAPERWORK BURDEN DISCLOSURE NOTICE Public reporting burden for this form is estimated to average 90 minutes per response. Burden means the time, effort and financial resources expended by persons to generate, maintain, disclose, or to provide information to us. You may send comments regarding the accuracy of the burden estimate and or any aspect of the collection, including suggestions for reducing the burden to: Information Collections Management, U. S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (OMB Control Number 1660-0017). You are not required to respond to this collection of information unless a valid OMB number appears in the upper right corner of this form. NOTE: Do not send your completed form to this address.					
DISASTER		PROJECT NO.	PA ID NO.	DATE	CATEGORY
F _____ - R _____					
DAMAGED FACILITY			WORK COMPLETE AS OF:		
			_____ : _____ %		
SUBRECIPIENT		COUNTY			
LOCATION			LATITUDE	LONGITUDE	
DAMAGE DESCRIPTION AND DIMENSIONS					
SCOPE OF WORK					
Does the Scope of Work change the pre-disaster conditions at the site? <input type="checkbox"/> Yes <input type="checkbox"/> No Special Considerations issues included? <input type="checkbox"/> Yes <input type="checkbox"/> No Hazard Mitigation proposal included? <input type="checkbox"/> Yes <input type="checkbox"/> No Is there insurance coverage on this facility? <input type="checkbox"/> Yes <input type="checkbox"/> No					
PROJECT COST					
I T	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
			/		
			/		
			/		
			/		
			/		
			/		
			/		
			/		
				TOTAL COST	
PREPARED BY		TITLE	SIGNATURE		
SUBRECIPIENT REP.		TITLE	SIGNATURE		

Index #14

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 13, 2020

AGENDA ITEM: Extending Professional Services Agreement with Valli Information Systems dba Billing Document Specialists	
PREPARED BY: John Nield, Financial Operations Manager	DIRECTOR APPROVAL:
DEPARTMENT: Utility Billing	
ATTACHMENTS: Signed Professional Services Agreement with Valli Information Systems dba Billing Document Specialists.	
BUDGET CODE: 00143523.541000	AMOUNT: \$100,000

SUMMARY:

Staff is requesting authorization of a second one year extension of the professional service agreement with Valli Information Systems dba Billing Document Specialists (BDS). BDS provides bill print and lockbox services for the City of Marysville utility customers and has provided a high quality service for the city. The additional one year extension would extend the contract until September 30, 2021 and is the only change to the contract conditions.

<p>RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign the Extension to the Professional Services Agreement between the City of Marysville and Valli Information Systems dba Billing Documents Specialist.</p>

**SUPPLEMENTAL AGREEMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND BILLING DOCUMENT SPECIALISTS, A DIVISION OF VALLI
INFORMATION SYSTEMS INC.**

THIS SUPPLEMENTAL AGREEMENT NO. 2 (“Supplemental Agreement No. 2”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”) and Billing Document Specialists, a division of Valli Information Systems Inc., an Idaho Privately Hold Corporation (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for Billing Document Specialists to provide bill printing and lockbox services for the City of Marysville's utility billing customers. (the “Original Agreement”), said Original Agreement being dated August 18, 2014; and

WHEREAS, the parties extended the term of the Original Agreement in a supplemental amendment (the “Supplemental Agreement No. 1”), said Supplemental Agreement No. 1 being dated August 6, 2019.

WHEREAS, both parties desire to supplement the Original Agreement, by extending the term of the Original Agreement;

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

1. Section III.3 of the Original Agreement, “TERM”, is amended to provide that the term will terminate at midnight on September 30, 2021.
2. Each and every provision of the Original Agreement for Professional Services dated August 18, 2014, shall remain in full force and effect, except as modified herein.

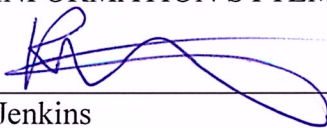
DATED this _____ day of _____, 20_____.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

DATED this 24 day of June, 2020.

VALLI INFORMATION SYTEMS, INC.

By  _____
Bob Jenkins
Its: President

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

Index #15

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

DRAFT

CITY COUNCIL MEETING DATE: July 6, 2020

AGENDA ITEM:	
Business Rent Relief Grant Program 2	
PREPARED BY:	DIRECTOR APPROVAL:
Sandy Langdon, Finance Director	
DEPARTMENT:	
Finance	
ATTACHMENTS:	
Business Rent Relief Grant Program 2 Draft	
BUDGET CODE:	AMOUNT:
	\$85,320
SUMMARY:	

On May 26th Council approved the Business Rent Relief Grant Program of \$250,000 to provide rent relief to businesses with 25 or fewer full-time equivalent employees through the CARES Act via WA State Department of Commerce. The Economic Development Committee on June 22nd awarded grants to 50 Marysville businesses totaling \$164,680.

The Committee discussed moving forward with a second round of Business Rent Relief Grants to award the remainder of the funds, \$85,320. Based on the applications received from the first round the Committee recommended changes as identified on the attached red-lined version.

Application period would be open for a two week period. Applications received will be reviewed for eligibility by Finance and forwarded to Economic Development Committee for recommendation to Mayor.

<p>RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to initiate and administer the Business Rent Relief Grant Program 2, including final grant awards.</p> <p>RECOMMENDED MOTION: I move to authorize the Mayor to initiate and administer the Business Rent Relief Grant Program 2, including final grant awards.</p>

City of Marysville Business Rent Relief Grant Program - DRAFT

Applications will be open ~~May 28th and will be accepted through June 14th~~. [TBD-open for 2 weeks]

No applications will be accepted after this deadline. Mailed applications must be received by deadline.

Mail application to: Marysville Cares
City of Marysville, 1049 State Ave., Marysville, WA, 98270

Apply on-line or email application to: renthelp@marysvillewa.gov

Questions: Contact: Denise Gritton at 360.363.8010

Background:

The City of Marysville announces the availability of funds for small businesses through the Marysville Business Rent Relief Program. Funding through the Federal 2020 CARES Act to Marysville by a grant from the WA Department of Commerce.

Goal: COVID-19 is causing a catastrophic economic impact nationwide and Marysville small businesses are no exceptions. Small businesses are vital to our Marysville community by providing jobs to our residents and through sales tax collections to support the services that are critical to our public. The Business Rent Relief Grant is a piece to the overall recovery.

Funding:

The City has ~~\$250,000~~ limited fund available to distribute to qualifying small businesses for grants up to ~~\$4,000~~ three months of for-rent/lease/mortgage (up to \$4,000 per award). ~~Grants will be awarded 1 time per business.~~

Eligibility Criteria (must meet all of the following):

- Have a physical location in Marysville city limits (not including home occupancy businesses)
- Have a current Marysville/WA State business license (one application per business license)
- Have ~~25 or fewer~~ between 10-49 full time employees or equivalent (including owner)
- Have experienced ~~business interruptions, loss of sales, closure or curtailed operations, or other negative financial impacts on the business due to restrictions imposed to address~~ at least 25% decrease in revenues attributable to COVID-19
- Are applying for eligible lease/rent/mortgage payments
- Must have been in business on or before 1/1/2020

Eligible costs:

Eligible costs are for payment or reimbursement of existing and current lease/rent/mortgage payments. ~~Documentation of expense is required.~~ A copy of the lease agreement is required.

Application Information

Date:

Submitted by:

Title:

Business owner name:

Business name:

Type of business:

Business address:

Number of years in business in Marysville:

Applicant home address:

Contact telephone:

Contact email:

UBI number:

Tax ID number:

City of Marysville business license number:

Business organization format: sole proprietor LLC corporation partnership

Number of employees, including yourself: full time part-time

Application Questions

1. Provide a short description of your business:
2. Describe business interruptions, loss of sales, closure or curtailed operations, or other negative financial impacts on the business due to restrictions imposed to address COVID-19:
3. Have you had to furlough or lay off employees? Explain
4. Will this grant significantly help you to re-open, retain/rehire employees, avoid bankruptcy, etc.?
5. Request amount (maximum ~~request is \$4,000~~three months of rent):
6. What is your current monthly rent/lease/mortgage payment amount?
7. Have you received any other financial assistance?
8. Have you prepared a recovery plan for your business?

Attachments

Proof of current monthly rent/lease mortgage

~~Current Business License~~

- ~~• Business Tax Information: 2018 and/or 2019 Tax Return~~
- ~~• Most recent IRS Form 941: Employer's QUARTERLY Federal Tax Return~~

Certification:

I certify that the information n this application is true and correct to the best of my knowledge and that I am an authorized representative of this business. I understand that the City of Marysville will rely on the accuracy of the submittals and certification made in conjunction with this application. Any misrepresentation or inaccurate information may result in a repayment of grant funds.

Owner Name

Owner Signature

Date

Application is subject to committee review and available funding.

Index #16

**CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION**

CITY COUNCIL MEETING DATE: July 13, 2020

AGENDA ITEM:	
2020 Bond Issuance and Refunding Ordinance	
PREPARED BY:	DIRECTOR APPROVAL:
Sandy Langdon, Finance Director	
DEPARTMENT:	
Finance	
ATTACHMENTS:	
Proposed Bond Ordinance	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The proposed bond ordinance authorizes the issue of debt for two purposes:
 1) refinance the 2010 bonds that relate to the purchase of the Court building and other properties
 2) finance the completion of the Civic Campus.

The 2010 bond were issued for \$4,990,000 with a call date of 2020. The refinancing of this bond for the outstanding balance of \$4,380,000 has an estimated savings of \$500,000 over the remaining 10 year term.

The proposed new bond for \$13,000,000 would finance the completion of the Civic Campus. The total project estimate is \$63,950,000. Funding sources identified for the project are:

2018 bonds	\$35,500,000
Bond investment interest	\$ 1,352,000
Permit & sales tax from construction	\$ 768,000
GF reserves	\$ 8,500,000
PS building proceeds	\$ 4,830,000
2020 bonds	<u>\$13,000,000</u>
Total	<u>\$63,950,000</u>

<p>RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign and execute the bond ordinance as presented.</p> <p>RECOMMENDED MOTION: I move to authorize the Mayor to sign and execute Ordinance _____</p>
--

CITY OF MARYSVILLE, WASHINGTON

ORDINANCE NO. _____

AN ORDINANCE of the City of Marysville, Washington, relating to contracting indebtedness; providing for the issuance, sale and delivery of not to exceed \$19,000,000 aggregate principal amount of limited tax general obligation bonds to provide a portion of the funds necessary to pay or reimburse costs of financing the downtown Civic Campus project and other capital improvements within the City; to provide funds to pay all or part of the costs of refunding certain outstanding limited tax general obligations of the City; and to pay the costs of issuance and sale of the bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the final terms of the sale of the bonds; and providing for other related matters.

Passed _____, 2020

This document prepared by:

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Seattle, Washington 98101
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**The cover page, table of contents and section headings of this ordinance are for convenience of reference only, and shall not be used to resolve any question of interpretation of this ordinance.*

CITY OF MARYSVILLE, WASHINGTON

ORDINANCE NO. _____

AN ORDINANCE of the City of Marysville, Washington, relating to contracting indebtedness; providing for the issuance, sale and delivery of not to exceed \$19,000,000 aggregate principal amount of limited tax general obligation bonds to provide a portion of the funds necessary to pay or reimburse costs of financing the downtown Civic Campus project and other capital improvements within the City; to provide funds to pay all or part of the costs of refunding certain outstanding limited tax general obligations of the City; and to pay the costs of issuance and sale of the bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the final terms of the sale of the bonds; and providing for other related matters.

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

Section 1. Definitions. As used in this ordinance, the following capitalized terms shall have the following meanings:

(a) “*2010 Bonds*” means the City’s \$6,180,000 original principal amount Limited Tax General Obligation Improvement and Refunding Bonds, 2010 dated October 20, 2010, authorized by and issued for the purposes provided in Ordinance No. 2830 passed by the City Council on October 7, 2010.

(b) “*Acquired Obligations*” means those United States Treasury Certificates of Indebtedness, Notes, and Bonds--State and Local Government Series and other direct, noncallable obligations of the United States of America purchased to accomplish the refunding of the Refunded Bonds as authorized by this ordinance.

(c) “*Authorized Denomination*” means \$5,000 or any integral multiple thereof within a maturity of a Series for those Series of Bonds sold through a negotiated or competitive sale, and in any denomination designated by the Designated Representative for those Bonds sold by private placement.

(d) “*Beneficial Owner*” means, with respect to a Bond, the owner of any beneficial interest in that Bond.

(e) “*Bond*” means each bond issued pursuant to and for the purposes provided in this ordinance.

(f) “*Bond Counsel*” means the firm of Foster Garvey P.C., its successor, or any other attorney or firm of attorneys selected by the City with a nationally recognized standing as bond counsel in the field of municipal finance.

(g) “*Bond Fund*” means the account or subaccount known as Limited Tax General Obligation Improvement and Refunding Bond Fund, of the City created for the payment of the principal of and interest on the Bonds.

(h) “*Bond Purchase Agreement*” means an offer to purchase a Series of the Bonds, setting forth certain terms and conditions of the issuance, sale and delivery of those Bonds, which offer is authorized to be accepted by the Designated Representative on behalf of the City, if consistent with this ordinance. In the case of a competitive sale, the official notice of sale, the Purchaser’s bid and the award by the City shall constitute the Bond Purchase Agreement for purposes of this ordinance.

(i) “*Bond Register*” means the books or records maintained by the Bond Registrar for the purpose of identifying ownership of each Bond.

(j) “*Bond Registrar*” means the Fiscal Agent, or any successor bond registrar selected by the City.

(k) “*City*” means the City of Marysville, Washington, a municipal corporation duly organized and existing under the laws of the State.

(l) “*City Council*” means the legislative authority of the City, as duly and regularly constituted from time to time.

(m) “*Code*” means the United States Internal Revenue Code of 1986, as amended, and applicable rules and regulations promulgated thereunder.

(n) “*DTC*” means The Depository Trust Company, New York, New York, or its nominee.

(o) “*Designated Representative*” means the officer of the City appointed in Section 4 of this ordinance to serve as the City’s designated representative in accordance with RCW 39.46.040(2).

(p) “*Final Terms*” means the terms and conditions for the sale of a Series of the Bonds including the amount, date or dates, denominations, interest rate or rates (or mechanism for determining interest rate or rates), payment dates, final maturity, redemption rights, price, and other terms or covenants.

(q) “*Finance Officer*” means the Finance Director or such other officer of the City who succeeds to substantially all of the responsibilities of that office.

(r) “*Fiscal Agent*” means the fiscal agent of the State, as the same may be designated by the State from time to time.

(s) “*Government Obligations*” has the meaning given in RCW 39.53.010, as now in effect or as may hereafter be amended.

(t) “*Improvements*” means (1) the downtown Civic Campus project, which includes the design and construction of a new Public Safety Building, Municipal Court, City Hall and other City facilities, and (2) other capital improvements included in the City’s capital improvement program.

(u) “*Issue Date*” means, with respect to a Bond, the date of initial issuance and delivery of that Bond to the Purchaser in exchange for the purchase price of that Bond.

(v) “*Letter of Representations*” means the Blanket Issuer Letter of Representations between the City and DTC, dated November 14, 1997, as it may be amended from time to time, and any successor or substitute letter relating to the operational procedures of the Securities Depository.

(w) “*MSRB*” means the Municipal Securities Rulemaking Board.

(x) “*Official Statement*” means an offering document, disclosure document, private placement memorandum or substantially similar disclosure document provided to purchasers and potential purchasers in connection with the initial offering of a Series of the Bonds in conformance with Rule 15c2-12 or other applicable regulations of the SEC.

(y) “*Owner*” means, without distinction, the Registered Owner and the Beneficial Owner.

(z) “*Project Fund*” means one or more funds or accounts created by the Finance Officer for the purpose of paying the costs of the Improvements.

(aa) “*Purchaser*” means the corporation, firm, association, partnership, trust, bank, financial institution or other legal entity or group of entities selected by the Designated Representative to serve as purchaser in a private placement, underwriter or placement agent in a negotiated sale or awarded as the successful bidder in a competitive sale of any Series of the Bonds.

(bb) “*Rating Agency*” means any nationally recognized rating agency then maintaining a rating on the Bonds at the request of the City.

(cc) “*Record Date*” means the Bond Registrar’s close of business on the 15th day of the month preceding an interest payment date. With respect to redemption of a Bond prior to its maturity, the Record Date shall mean the Bond Registrar’s close of business on the date on which the Bond Registrar sends the notice of redemption in accordance with Section 9.

(dd) “*Refunded Bond Ordinance*” means Ordinance No. 2830, authorizing the issuance and sale of the 2010 Bonds.

(ee) “*Refunded Bonds*” means those Refunding Candidates selected by the Designated Representative and identified in a Refunding Plan to be refunded with the proceeds of the Bonds.

(ff) “*Refunding Candidates*” means the outstanding 2010 Bonds maturing in the years 2025, 2030, and 2034, the refundings of which has been provided for by this ordinance.

(gg) “*Refunding Plan*” means:

(1) the placement of sufficient proceeds of a Series of the Bonds which, with other money of the City, if necessary, will be deposited with the Refunding Trustee or may be used to acquire the Acquired Obligations to be deposited along with cash, if necessary, with the Refunding Trustee;

(2) the payment of the principal of and interest on the Refunded Bonds when due up to and including such date or dates determined by the Designated Representative, and the call, payment, and redemption on such date or dates, of all of the then-outstanding Refunded Bonds at a price of par; and

(3) may include the payment of the costs of issuing a Series of the Bonds and the costs of carrying out the foregoing elements of the Refunding Plan.

(hh) “*Refunding Trust Agreement*” means a Refunding Trust Agreement between the City and the Refunding Trustee.

(ii) “*Refunding Trustee*” means the trustee or escrow agent or any successor trustee or escrow agent serving as refunding trustee to carry out the Refunding Plan.

(jj) “*Registered Owner*” means, with respect to a Bond, the person in whose name that Bond is registered on the Bond Register. For so long as the City utilizes the book-entry only system for the Bonds under the Letter of Representations, Registered Owner shall mean the Securities Depository.

(kk) “*Rule 15c2-12*” means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended.

(ll) “*SEC*” means the United States Securities and Exchange Commission.

(mm) “*Securities Depository*” means DTC, any successor thereto, any substitute securities depository selected by the City that is qualified under applicable laws and regulations to provide the services proposed to be provided by it, or the nominee of any of the foregoing.

(nn) “*Series of the Bonds*” or “*Series*” means a series of the Bonds issued pursuant to this ordinance.

(oo) “*State*” means the State of Washington.

(pp) “*System of Registration*” means the system of registration for the City’s bonds and other obligations set forth in Ordinance No. 1405 of the City.

(qq) “*Term Bond*” means each Bond designated as a Term Bond and subject to mandatory redemption in the years and amounts set forth in the Bond Purchase Agreement.

(rr) “*Undertaking*” means the undertaking to provide continuing disclosure entered into pursuant to Section 15 of this ordinance.

Section 2. Findings and Determinations. The City takes note of the following facts and makes the following findings and determinations:

(a) *Authority and Description of Project.* The City is in need of the Improvements. The total expected cost of the Improvements is approximately \$64,000,000, which is expected to be paid from proceeds of the Bonds, proceeds from the City's Limited Tax General Obligation Bonds, 2018B, and other available money of the City. The City Council therefore finds that it is in the best interests of the City to carry out the Improvements.

(b) *Authority and Description of the Refunding Plan.* Pursuant to the Refunded Bond Ordinance, the City heretofore issued its \$6,180,000 par value Limited Tax General Obligation Improvement and Refunding Bonds, 2010 (the "2010 Bonds"), for the purpose of providing funds required to purchase property and buildings for certain government activities, including municipal court, general government, and park activities, and by that ordinance reserved the right to redeem the 2010 Bonds maturing on or after December 1, 2025, prior to their maturity on or after December 1, 2020, at a price of par plus accrued interest to the date fixed for redemption (the "Refunding Candidates").

There are presently \$4,320,000 par value of Refunding Candidates outstanding.

After due consideration, it appears to the City Council that all or a portion of the Refunding Candidates may be refunded by a portion of the issuance and sale of the limited tax general obligation refunding bonds authorized herein, so that a savings will be effected by the difference between the principal and interest cost over the life of the portion of the applicable Bonds used for the Refunding Plan and the principal and interest cost over the life of the applicable Refunded Bonds but for such refunding, which refunding will be effected by carrying out the Refunding Plan.

(c) *Debt Capacity.* The maximum amount of indebtedness authorized by this ordinance is \$19,000,000. Based on the following facts, this amount is to be issued within the amount permitted to be issued by the City for general municipal purposes without a vote:

- (1) The assessed valuation of the taxable property within the City as ascertained by the last preceding assessment for City purposes for collection in the calendar year 2020 is \$8,863,283,518.
- (2) As of May 31, 2020, the City has limited tax general obligation indebtedness, consisting of bonds outstanding in the principal amount of \$61,480,000, which is incurred within the limit of up to 1½% of the value of the taxable property within the City permitted for general municipal purposes without a vote.
- (3) As of May 31, 2020, the City had no unlimited tax general obligation indebtedness.

(d) *The Bonds.* For the purpose of providing the funds necessary to pay or reimburse the costs of the Improvements, to refund the Refunded Bonds and to pay the costs of issuance and sale of the Bonds, the City Council finds that it is in the best interests of the City and its taxpayers

to issue and sell the Bonds to the Purchaser, pursuant to the terms set forth in the Bond Purchase Agreement as approved by the City's Designated Representative consistent with this ordinance.

Section 3. Authorization of Bonds. The City is authorized to borrow money on the credit of the City and issue negotiable limited tax general obligation bonds evidencing indebtedness in one or more Series in aggregate principal amount not to exceed \$19,000,000 to provide funds necessary to finance costs of the Improvements, carry out the Refunding Plan, and to pay the costs of issuance and sale of the Bonds. The proceeds of the Bonds allocated to paying the cost of the Improvements shall be deposited as set forth in Section 8 of this ordinance and shall be used to carry out the Improvements, or a portion of the Improvements, in such order of time as the City determines is advisable and practicable. The proceeds of the Bonds allocated to carry out the Refunding Plan shall be deposited with the Refunding Trustee as provided in Section 14 and used to carry out the Refunding Plan.

Section 4. Appointment of Designated Representative; Description of Bonds. The Finance Officer and the City's Chief Administrative Officer are each appointed as the Designated Representative of the City, both with the individual authority to conduct the sale of the Bonds in the manner and upon the terms deemed most advantageous to the City, and to approve the Final Terms of each Series of the Bonds, with such additional terms and covenants as the Designated Representative deems advisable, within the parameters set forth in Exhibit A, which is attached to this ordinance and incorporated by this reference.

Section 5. Bond Registrar; Registration and Transfer of Bonds.

(a) *Registration of Bonds.* Each Bond shall be issued only in registered form as to both principal and interest and the ownership of each Bond shall be recorded on the Bond Register.

(b) *Bond Registrar; Duties.* The Fiscal Agent is appointed as initial Bond Registrar. The Bond Registrar shall keep, or cause to be kept, sufficient books for the registration and transfer of the Bonds, which shall be open to inspection by the City at all times. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of the Bonds and this ordinance, to serve as the City's paying agent for the Bonds and to carry out all of the Bond Registrar's powers and duties under this ordinance and the System of Registration. The Bond Registrar shall be responsible for its representations contained in the Bond Registrar's Certificate of Authentication on each Bond. The Bond Registrar may become an Owner with the same rights it would have if it were not the Bond Registrar and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as members of, or in any other capacity with respect to, any committee formed to protect the rights of Owners.

(c) *Bond Register; Transfer and Exchange.* The Bond Register shall contain the name and mailing address of each Registered Owner and the principal amount and number of each Bond held by each Registered Owner. A Bond surrendered to the Bond Registrar may be exchanged for a Bond or Bonds in any Authorized Denomination of an equal aggregate principal amount and of the same Series, interest rate and maturity. A Bond may be transferred only if endorsed in the manner provided thereon and surrendered to the Bond Registrar. Any exchange or transfer shall be without cost to the Owner or transferee. The Bond Registrar shall not be obligated to exchange

any Bond or transfer registered ownership during the period between the applicable Record Date and the next upcoming interest payment or redemption date.

(d) *Securities Depository; Book-Entry Only Form.* If a Bond is to be issued in book-entry form, DTC shall be appointed as initial Securities Depository and each such Bond initially shall be registered in the name of Cede & Co., as the nominee of DTC. Each Bond registered in the name of the Securities Depository shall be held fully immobilized in book-entry only form by the Securities Depository in accordance with the provisions of the Letter of Representations. Registered ownership of any Bond registered in the name of the Securities Depository may not be transferred except: (i) to any successor Securities Depository; (ii) to any substitute Securities Depository appointed by the City; or (iii) to any person if the Bond is no longer to be held in book-entry only form. Upon the resignation of the Securities Depository, or upon a termination of the services of the Securities Depository by the City, the City may appoint a substitute Securities Depository. If (i) the Securities Depository resigns and the City does not appoint a substitute Securities Depository, or (ii) the City terminates the services of the Securities Depository, the Bonds no longer shall be held in book-entry only form and the registered ownership of each Bond may be transferred to any person as provided in this ordinance.

Neither the City nor the Bond Registrar shall have any obligation to participants of any Securities Depository or the persons for whom they act as nominees regarding accuracy of any records maintained by the Securities Depository or its participants. Neither the City nor the Bond Registrar shall be responsible for any notice that is permitted or required to be given to a Registered Owner except such notice as is required to be given by the Bond Registrar to the Securities Depository.

Section 6. Form and Execution of Bonds.

(a) *Form of Bonds; Signatures and Seal.* Each Bond shall be prepared in a form consistent with the provisions of this ordinance and State law. Each Bond shall be signed by the Mayor and the City Clerk, either or both of whose signatures may be manual or in facsimile, and the seal of the City or a facsimile reproduction thereof shall be impressed or printed thereon. If any officer whose manual or facsimile signature appears on a Bond ceases to be an officer of the City authorized to sign bonds before the Bond bearing his or her manual or facsimile signature is authenticated by the Bond Registrar, or issued or delivered by the City, that Bond nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be as binding on the City as though that person had continued to be an officer of the City authorized to sign bonds. Any Bond also may be signed on behalf of the City by any person who, on the actual date of signing of the Bond, is an officer of the City authorized to sign bonds, although he or she did not hold the required office on its Issue Date.

(b) *Authentication.* Only a Bond bearing a Certificate of Authentication in substantially the following form, manually signed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance: “Certificate Of Authentication. This Bond is one of the fully registered City of Marysville, Washington, Limited Tax General Obligation Improvement and Refunding Bonds, 2020 described in the Bond Ordinance.” The authorized signing of a Certificate of Authentication shall be conclusive evidence

that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this ordinance.

Section 7. Payment of Bonds. Principal of and interest on each Bond shall be payable in lawful money of the United States of America. Principal of and interest on each Bond registered in the name of the Securities Depository is payable in the manner set forth in the Letter of Representations. Interest on each Bond not registered in the name of the Securities Depository is payable by electronic transfer on the interest payment date, or by check or draft of the Bond Registrar mailed on the interest payment date to the Registered Owner at the address appearing on the Bond Register on the Record Date. However, the City is not required to make electronic transfers except pursuant to a request by a Registered Owner in writing received on or prior to the Record Date and at the sole expense of the Registered Owner. Principal of each Bond not registered in the name of the Securities Depository is payable upon presentation and surrender of the Bond by the Registered Owner to the Bond Registrar. The Bonds are not subject to acceleration under any circumstances.

Section 8. Funds and Accounts; Deposit of Proceeds.

(a) *Bond Fund.* The Bond Fund is created as a special fund of the City for the sole purpose of paying principal of and interest on the Bonds. All amounts allocated to the payment of the principal of and interest on the Bonds shall be deposited in the Bond Fund as necessary for the timely payment of amounts due with respect to the Bonds. The principal of and interest on the Bonds shall be paid out of the Bond Fund. Until needed for that purpose, the City may invest money in the Bond Fund temporarily in any legal investment, and the investment earnings shall be retained in the Bond Fund and used for the purposes of that fund.

(b) *Project Fund.* The Finance Officer is authorized to create the Project Fund and is authorized and directed to deposit into the Project Fund the proceeds of the Bonds to be used to pay the costs of the Improvements and costs of issuance and sale of the Bonds. Until needed to pay the costs of the Improvements and costs of issuance and sale of the Bonds, the City may invest principal proceeds temporarily in any legal investment, and the investment earnings may be retained in the Project Fund and be spent for the purposes of those funds.

Section 9. Redemption Provisions and Purchase of Bonds.

(a) *Optional Redemption.* The Bonds shall be subject to redemption at the option of the City on terms acceptable to the Designated Representative, as set forth in the Bond Purchase Agreement, consistent with the parameters set forth in Exhibit A.

(b) *Mandatory Redemption.* Each Bond that is designated as a Term Bond in the Bond Purchase Agreement, consistent with the parameters set forth in Exhibit A, if not previously redeemed under any optional redemption provisions or purchased and surrendered for cancellation under the provisions set forth below, shall be called for redemption at a price equal to the stated principal amount to be redeemed, plus accrued interest, on the dates and in the amounts as set forth in the Bond Purchase Agreement. If a Term Bond is redeemed under the optional redemption provisions, defeased or purchased by the City and surrendered for cancellation, the principal amount of the Term Bond so redeemed, defeased or purchased (irrespective of its actual

redemption or purchase prices) shall be credited against one or more scheduled mandatory redemption installments for that Term Bond. The City shall determine the manner in which the credit is to be allocated and shall notify the Bond Registrar in writing of its allocation prior to the earliest mandatory redemption date for that Term Bond for which notice of redemption has not already been given.

(c) *Selection of Bonds for Redemption; Partial Redemption.* If fewer than all of the outstanding Bonds are to be redeemed at the option of the City, the City shall select the Series and maturities to be redeemed. If fewer than all of the outstanding Bonds of a maturity of a Series are to be redeemed, the Securities Depository shall select Bonds registered in the name of the Securities Depository to be redeemed in accordance with the Letter of Representations, and the Bond Registrar shall select all other Bonds to be redeemed randomly in such manner as the Bond Registrar shall determine. All or a portion of the principal amount of any Bond that is to be redeemed may be redeemed in any Authorized Denomination. If less than all of the outstanding principal amount of any Bond is redeemed, upon surrender of that Bond to the Bond Registrar, there shall be issued to the Registered Owner, without charge, a new Bond (or Bonds, at the option of the Registered Owner) of the same Series, maturity and interest rate in any Authorized Denomination in the aggregate principal amount to remain outstanding.

(d) *Notice of Redemption.* Notice of redemption of each Bond registered in the name of the Securities Depository shall be given in accordance with the Letter of Representations. Notice of redemption of each other Bond, unless waived by the Registered Owner, shall be given by the Bond Registrar not less than 20 nor more than 60 days prior to the date fixed for redemption by first-class mail, postage prepaid, to the Registered Owner at the address appearing on the Bond Register on the Record Date. The requirements of the preceding sentence shall be satisfied when notice has been mailed as so provided, whether or not it is actually received by an Owner. In addition, the redemption notice shall be mailed or sent electronically within the same period to the MSRB (if required under the Undertaking), to each Rating Agency, and to such other persons and with such additional information as the Finance Officer shall determine, but these additional mailings shall not be a condition precedent to the redemption of any Bond.

(e) *Rescission of Optional Redemption Notice.* In the case of an optional redemption, the notice of redemption may state that the City retains the right to rescind the redemption notice and the redemption by giving a notice of rescission to the affected Registered Owners at any time prior to the scheduled optional redemption date. Any notice of optional redemption that is so rescinded shall be of no effect, and each Bond for which a notice of optional redemption has been rescinded shall remain outstanding.

(f) *Effect of Redemption.* Interest on each Bond called for redemption shall cease to accrue on the date fixed for redemption, unless either the notice of optional redemption is rescinded as set forth above, or money sufficient to effect such redemption is not on deposit in the Bond Fund or in a trust account established to refund or defease the Bond.

(g) *Purchase of Bonds.* The City reserves the right to purchase any or all of the Bonds offered to the City at any time at any price acceptable to the City plus accrued interest to the date of purchase.

Section 10. Failure To Pay Bonds. If the principal of any Bond is not paid when the Bond is properly presented at its maturity date or date fixed for redemption or prepayment, the City shall be obligated to pay interest on that Bond at the same rate provided in the Bond from and after its maturity or date fixed for redemption or prepayment until that Bond, both principal and interest, is paid in full or until sufficient money for its payment in full is on deposit in the Bond Fund, or in a trust account established to refund or defease the Bond, and the Bond has been called for payment by giving notice of that call to the Registered Owner.

Section 11. Pledge of Taxes. The Bonds constitute a general indebtedness of the City and are payable from tax revenues of the City and such other money as is lawfully available and pledged by the City for the payment of principal of and interest on the Bonds. For as long as any of the Bonds are outstanding, the City irrevocably pledges that it shall, in the manner provided by law within the constitutional and statutory limitations provided by law without the assent of the voters, include in its annual property tax levy amounts sufficient, together with other money that is lawfully available, to pay principal of and interest on the Bonds as the same become due. The full faith, credit and resources of the City are pledged irrevocably for the prompt payment of the principal of and interest on the Bonds and such pledge shall be enforceable in mandamus against the City.

Section 12. Tax Covenants.

(a) *Preservation of Tax Exemption for Interest on Bonds.* The City covenants that it will take all actions necessary to prevent interest on the Bonds from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of the Bonds or other funds of the City treated as proceeds of the Bonds that will cause interest on the Bonds to be included in gross income for federal income tax purposes. The City also covenants that it will, to the extent the arbitrage rebate requirements of Section 148 of the Code are applicable to the Bonds, take all actions necessary to comply (or to be treated as having complied) with those requirements in connection with the Bonds.

(b) *Post-Issuance Compliance.* The Finance Officer is authorized and directed to review and update the City's written procedures to facilitate compliance by the City with the covenants in this ordinance and the applicable requirements of the Code that must be satisfied after the Issue Date to prevent interest on the Bonds from being included in gross income for federal tax purposes.

(c) A Series of the Bonds may be designated as "qualified tax-exempt obligations" for the purposes of Section 265(b)(3) of the Code, if the following conditions are met:

- (1) the Series does not constitute "private activity bonds" within the meaning of Section 141 of the Code;
- (2) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds and other obligations not required to be included in such calculation) that the City and any entity subordinate to the City (including any entity that the City controls, that derives its authority to issue tax-exempt obligations from the City, or that issues tax-exempt obligations

on behalf of the City) will issue during the calendar year in which the Series is issued will not exceed \$10,000,000; and

- (3) the amount of tax-exempt obligations, including the Series, designated by the City as “qualified tax-exempt obligations” for the purposes of Section 265(b)(3) of the Code during the calendar year in which the Series is issued does not exceed \$10,000,000.

Section 13. Refunding or Defeasance of the Bonds. The City may issue refunding bonds pursuant to State law or use money available from any other lawful source to carry out a refunding or defeasance plan, which may include (a) paying when due the principal of and interest on any or all of the Bonds (the “defeased Bonds”); (b) redeeming the defeased Bonds prior to their maturity; and (c) paying the costs of the refunding or defeasance. If the City sets aside in a special trust fund or escrow account irrevocably pledged to that redemption or defeasance (the “trust account”), money and/or Government Obligations maturing at a time or times and bearing interest in amounts sufficient to redeem, refund or defease the defeased Bonds in accordance with their terms, then all right and interest of the Owners of the defeased Bonds in the covenants of this ordinance and in the funds and accounts obligated to the payment of the defeased Bonds shall cease and become void. Thereafter, the Owners of defeased Bonds shall have the right to receive payment of the principal of and interest on the defeased Bonds solely from the trust account and the defeased Bonds shall be deemed no longer outstanding. In that event, the City may apply money remaining in any fund or account (other than the trust account) established for the payment or redemption of the defeased Bonds to any lawful purpose.

Unless otherwise specified by the City in a refunding or defeasance plan, notice of refunding or defeasance shall be given, and selection of Bonds for any partial refunding or defeasance shall be conducted, in the manner prescribed in this ordinance for the redemption of Bonds.

Section 14. Refunding of the Refunded Bonds.

(a) *Appointment of Refunding Trustee.* The Designated Representative is authorized to appoint a Refunding Trustee in connection with the Bonds.

(b) *Use of Bond Proceeds; Acquisition of Acquired Obligations.* The proceeds of the sale of a Series of the Bonds shall be deposited immediately upon the receipt thereof with the Refunding Trustee and used to discharge the obligations of the City relating to the applicable Refunded Bonds under the Refunded Bond Ordinance by providing for the payment of the amounts required to be paid by the Refunding Plan. To the extent practicable, such obligations shall be discharged fully with Bond proceeds by the Refunding Trustee’s simultaneous purchase of the Acquired Obligations, bearing such interest and maturing as to principal and interest in such amounts and at such times so as to provide, together with a beginning cash balance, if necessary, for the payment of the amount required to be paid by the Refunding Plan. The Acquired Obligations, if acquired, will be listed and more particularly described in an exhibit to be attached to the Refunding Trust Agreement between the City and the Refunding Trustee, but are subject to substitution as set forth below. Any Bond proceeds or other money deposited with the Refunding Trustee not needed to purchase the Acquired Obligations and provide a beginning cash balance, if

any, and pay the costs of issuance of the Bonds shall be returned to the City at the time of delivery of the Bonds to the initial purchaser thereof and deposited in the Bond Fund to pay interest on the Bonds on the first interest payment date.

If payment of the costs of issuance of the respective Series of Bonds is not included in the Refunding Plan, the Bond proceeds from that Series that are not deposited with the Refunding Trustee will be deposited with the City to be used to pay the costs of issuance of the respective Series of Bonds. Any additional proceeds of the respective Series of Bonds may be deposited into the respective Bond Fund and used to pay interest on the respective Series of Bonds on the first interest payment date.

(c) *Administration of Refunding Plan.* The Refunding Trustee is authorized and directed to purchase the Acquired Obligations (or substitute obligations), if so directed by the Designated Representative, and to make the payments required to be made by the Refunding Plan from the Acquired Obligations (or substitute obligations) and money deposited with the Refunding Trustee pursuant to this ordinance. All Acquired Obligations (or substitute obligations) and the money deposited with the Refunding Trustee and any income therefrom shall be held irrevocably, invested and applied in accordance with the provisions of the Refunded Bond Ordinance, this ordinance, chapter 39.53 RCW and other applicable statutes of the State of Washington and the Refunding Trust Agreement. All necessary and proper fees, compensation, and expenses of the Refunding Trustee for the respective Series of Bonds and all other costs incidental to the setting up of the escrow to accomplish the refunding of the Refunded Bonds and costs related to the issuance and delivery of the respective Series of Bonds, including bond printing, verification fees, Bond Counsel's fees, and other related expenses, shall be paid out of the proceeds of the respective Series of Bonds.

(d) *Authorization for Refunding Trust Agreement.* To carry out the Refunding Plan provided for by this ordinance, the Designated Representative is authorized and directed to execute and deliver to the Refunding Trustee a Refunding Trust Agreement setting forth the duties, obligations and responsibilities of the Refunding Trustee in connection with the payment, redemption, and retirement of the Refunded Bonds as provided herein and stating that the provisions for payment of the fees, compensation, and expenses of such Refunding Trustee set forth therein are satisfactory to it. Prior to executing the Refunding Trust Agreement, the Designated Representative of the City is authorized to make such changes therein that do not change the substance and purpose thereof or that assure that the escrow provided therein and the Bonds are in compliance with the requirements of federal law governing the exclusion of interest on the Bonds from gross income for federal income tax purposes.

Section 15. Call for Redemption of the Refunded Bonds. The City will call for redemption on such date or dates as determined by the Designated Representative, all of the Refunded Bonds at par plus accrued interest. Such call for redemption shall be irrevocable after the delivery of the Bonds to the initial purchaser thereof. The date(s) on which the Refunded Bonds are herein called for redemption will be the first date on which those bonds may be called.

The proper City officials are authorized and directed to give or cause to be given such notices as required, at the times and in the manner required by the respective Refunding Bond Ordinances, in order to effect the redemption prior to their maturity of the Refunded Bonds.

Section 16. Findings with Respect to Refunding. The City Council authorizes the Designated Representative to issue the Bonds if it will achieve debt service savings to the City and is in the best interest of the City and its taxpayers and in the public interest. In making such finding and determination, the Designated Representative will give consideration to the fixed maturities of the Bonds and the Refunded Bonds, the costs of issuance of the Bonds and the known earned income from the investment of the proceeds of the issuance and sale of the Bonds and other money of the City used in the Refunding Plan, if any, pending payment and redemption of the Refunded Bonds.

The Designated Representative may also purchase Acquired Obligations to be deposited with the Refunding Trustee, together with the income therefrom, and with any necessary beginning cash balance, which will be sufficient to redeem the Refunded Bonds and will discharge and satisfy the obligations of the City under the respective Refunding Bond Ordinances with respect to the respective Refunded Bonds, and the pledges, charges, trusts, covenants, and agreements of the City therein made or provided for as to the Refunded Bonds, and that the Refunded Bonds shall no longer be deemed to be outstanding under such ordinance immediately upon the deposit of such money with the Refunding Trustee.

Section 17. Sale and Delivery of the Bonds.

(a) *Manner of Sale of Bonds; Delivery of Bonds.* The Designated Representative is authorized to sell each Series of the Bonds by negotiated sale or by competitive sale in accordance with a notice of sale consistent with this ordinance, based on the assessment of the Designated Representative of market conditions, in consultation with appropriate City officials and staff, Bond Counsel and other advisors. In determining the method of sale of a Series and accepting the Final Terms, the Designated Representative shall take into account those factors that, in the judgment of the Designated Representative, may be expected to result in the lowest true interest cost to the City.

(b) *Procedure for Negotiated Sale or Private Placement.* If the Designated Representative determines that a Series of the Bonds is to be sold by negotiated sale or private placement, the Designated Representative shall select one or more Purchasers with which to negotiate such sale. The Bond Purchase Agreement for each Series of the Bonds shall set forth the Final Terms. The Designated Representative is authorized to execute the Bond Purchase Agreement on behalf of the City, so long as the terms provided therein are consistent with the terms of this ordinance.

(c) *Procedure for Competitive Sale.* If the Designated Representative determines that a Series of the Bonds is to be sold by competitive sale, the Designated Representative shall cause the preparation of an official notice of bond sale setting forth parameters for the Final Terms and any other bid parameters that the Designated Representative deems appropriate consistent with this ordinance. Bids for the purchase of each Series of the Bonds shall be received at such time or place and by such means as the Designated Representative directs. On the date and time established for the receipt of bids, the Designated Representative (or the designee of the Designated Representative) shall open bids and shall cause the bids to be mathematically verified. The Designated Representative is authorized to award, on behalf of the City, the winning bid and accept the winning bidder's offer to purchase that Series of the Bonds, with such adjustments to the

aggregate principal amount and principal amount per maturity as the Designated Representative deems appropriate, consistent with the terms of this ordinance, and such award shall constitute the Bond Purchase Agreement. The Designated Representative may reject any or all bids submitted and may waive any formality or irregularity in any bid or in the bidding process if the Designated Representative deems it to be in the City's best interest to do so. If all bids are rejected, that Series of the Bonds may be sold pursuant to negotiated sale or in any manner provided by law as the Designated Representative determines is in the best interest of the City, within the parameters set forth in this ordinance.

(d) *Preparation, Execution and Delivery of the Bonds.* The Bonds will be prepared at City expense and will be delivered to the Purchaser in accordance with the Bond Purchase Agreement, together with the approving legal opinion of Bond Counsel regarding the Bonds.

Section 18. Official Statement; Continuing Disclosure.

(a) *Preliminary Official Statement Deemed Final.* The Designated Representative shall review and, if acceptable to him or her, approve the preliminary Official Statement prepared in connection with the sale of a Series of the Bonds to the public in a public offering or through a Purchaser as a placement agent. For the sole purpose of the Purchaser's compliance with paragraph (b)(1) of Rule 15c2-12, if applicable, the Designated Representative is authorized to deem that preliminary Official Statement final as of its date, except for the omission of information permitted to be omitted by Rule 15c2-12. The City approves the distribution to potential purchasers of the Bonds of a preliminary Official Statement that has been approved by the Designated Representative and been deemed final, if applicable, in accordance with this subsection.

(b) *Approval of Final Official Statement.* The City approves the preparation of a final Official Statement for any Series of the Bonds to be sold to the public in the form of the preliminary Official Statement that has been approved and deemed final in accordance with subsection (a), with such modifications and amendments as the Designated Representative deems necessary or desirable, and further authorizes the Designated Representative to execute and deliver such final Official Statement to the Purchaser if required under Rule 15c2-12. The City authorizes and approves the distribution by the Purchaser of that final official statement to purchasers and potential purchasers of a Series of the Bonds.

(c) *Undertaking to Provide Continuing Disclosure.* If necessary to meet the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to the Purchaser acting as a participating underwriter for a Series of the Bonds, the Designated Representative is authorized to execute a written undertaking to provide continuing disclosure for the benefit of holders of a Series of the Bonds in substantially the form attached as Exhibit B. The Designated Representative or other proper City official is authorized and directed to adopt, review, amend and implement the City's written procedures to facilitate compliance by the City with this Undertaking.

Section 19. Supplemental and Amendatory Ordinances. The City may supplement or amend this ordinance for any one or more of the following purposes without the consent of any Owners of the Bonds:

(a) To add covenants and agreements that do not materially adversely affect the interests of Owners, or to surrender any right or power reserved to or conferred upon the City.

(b) To cure any ambiguities, or to cure, correct or supplement any defective provision contained in this ordinance in a manner that does not materially adversely affect the interest of the Beneficial Owners of the Bonds.

Section 20. General Authorization and Ratification. The Designated Representative and other appropriate officers of the City are severally authorized to take such actions and to execute such documents as in their judgment may be necessary or desirable to carry out the transactions contemplated in connection with this ordinance and to do everything necessary for the prompt delivery of each Series of the Bonds to the Purchaser thereof and for the proper application, use and investment of the proceeds of the Bonds. All actions taken prior to the effective date of this ordinance in furtherance of the purposes described in this ordinance and not inconsistent with the terms of this ordinance are ratified and confirmed in all respects.

Section 21. Severability. The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

Section 22. Effective Date of Ordinance. This ordinance shall take effect and be in force from and after its passage and five days following its publication as required by law.

PASSED by the City Council and APPROVED by the Mayor of the City of Marysville, Washington, at an open public meeting thereof, this 13th day of July, 2020.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Bond Counsel

EXHIBIT A
DESCRIPTION OF THE BONDS

- (a) Principal Amount. The Bonds may be issued in one or more Series and shall not exceed the aggregate principal amount of \$19,000,000.
- (b) Date or Dates. Each Bond shall be dated its Issue Date, which date may not be later than one year after the effective date of this ordinance.
- (c) Denominations, Name, etc. The Bonds shall be issued in Authorized Denominations. The Bonds shall be numbered separately in such manner and bear any name or additional designation as deemed necessary or appropriate by the Designated Representative. Conforming changes shall be made in the certificate(s) of authentication authorized by Section 6 of this ordinance.
- (d) Interest Rate(s). Each Bond shall bear interest at a fixed rate per annum (computed on the basis of a 360-day year of twelve 30-day months) from the Issue Date or from the most recent date for which interest has been paid or duly provided for, whichever is later. One or more rates of interest may be fixed for the Bonds. No rate of interest for any Bond may exceed 5.00%, and the true interest cost to the City for each Series of the Bonds may not exceed 4.00%.
- (e) Payment Dates. Interest shall be payable semiannually on dates acceptable to the Designated Representative, commencing no later than one year following the Issue Date of Such Series of Bonds. Principal payments shall commence on a date acceptable to the Designated Representative and shall be payable at maturity or in mandatory redemption installments annually thereafter, on dates acceptable to the Designated Representative.
- (f) Final Maturity. Each Series shall mature no later than the date that is thirty years after the Issue Date of that Series.
- (g) Redemption Rights. The Designated Representative may approve in the Bond Purchase Agreement/Contract provisions for the optional and mandatory redemption of Bonds, subject to the following:
- (1) Optional Redemption. Any Bond may be designated as being (A) subject to redemption at the

option of the City prior to its maturity date on the dates and at the prices set forth in the Bond Purchase Agreement/Contract; or (B) not subject to redemption prior to its maturity date. If a Bond is subject to optional redemption prior to its maturity, it must be subject to such redemption on one or more dates occurring not more than 10½ years after the Issue Date.

(2) Mandatory Redemption. Any Bond may be designated as a Term Bond, subject to mandatory redemption prior to its maturity on the dates and in the amounts set forth in the Bond Purchase Agreement/Contract.

- (h) Price. The purchase price for each Series of the Bonds may not be less than 98% or more than 135% of the stated principal amount of that Series.
- (i) Minimum Savings. The Series of Bonds allocated to carry out the Refunding Plan shall produce a minimum net present value savings to the City and its taxpayers of at least 3.5% (as a percentage of the Refunded Bonds to be refunded by such Bonds). Net present value savings means the aggregate difference between (i) annual debt service on the Refunded Bonds less (ii) annual debt service on that Series of Bonds (including expenses related to costs of issuance of that Series of Bonds) discounted to the Issue Date using the yield on the issue of Bonds (for federal tax purposes) that includes that Series of Bonds as the discount rate, plus (iii) excess cash, if any, distributed to the City on the Issue Date, and less (iv) the amount of additional money of the City contributed to the refunding, if any, on such Issue Date.
- (i) Other Terms and Conditions. (1) A Series of the Bonds may not be issued if it would cause the indebtedness of the City to exceed the City's legal debt capacity on the Issue Date.
- (2) The Designated Representative may determine whether it is in the City's best interest to provide for bond insurance or other credit enhancement; and may accept such additional terms, conditions and covenants as he or she may determine are in the best interests of the City, consistent with this ordinance.

[Form of]
UNDERTAKING TO PROVIDE CONTINUING DISCLOSURE

City of Marysville, Washington
Limited Tax General Obligation Improvement and Refunding Bonds, 2020

The City of Marysville, Washington (the “City”), makes the following written Undertaking for the benefit of holders of the above-referenced bonds (the “Bonds”), for the sole purpose of assisting the Purchaser in meeting the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to a participating underwriter for the Bonds. Capitalized terms used but not defined below shall have the meanings given in Ordinance No. ____ of the City (the “Bond Ordinance”).

(a) Undertaking to Provide Annual Financial Information and Notice of Listed Events. The City undertakes to provide or cause to be provided, either directly or through a designated agent, to the MSRB, in an electronic format as prescribed by the MSRB, accompanied by identifying information as prescribed by the MSRB:

- (i) Annual financial information and operating data of the type included in the final official statement for the Bonds and described in paragraph (b)(i) (“annual financial information”);
- (ii) Timely notice (not in excess of 10 business days after the occurrence of the event) of the occurrence of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701 – TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds; (7) modifications to rights of holders of the Bonds, if material; (8) bond calls (other than scheduled mandatory redemptions of Term Bonds), if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the City, as such “Bankruptcy Events” are defined in Rule 15c2-12; (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; (14) appointment of a successor or additional trustee or the change of name of a trustee, if material; (15) incurrence of a financial obligation of the City or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City or obligated person, any of which affect security holders, if material; and (16) default, event of acceleration, termination event, modification of terms, or other similar events under

the terms of the financial obligation of the City or obligated person, any of which reflect financial difficulties. The term “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term “financial obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12.

- (iii) Timely notice of a failure by the City to provide the required annual financial information described in paragraph (b)(i) on or before the date specified in paragraph (b)(ii).

(b) Type of Annual Financial Information Undertaken to be Provided. The annual financial information that the City undertakes to provide in paragraph (a):

- (i) Shall consist of (1) annual financial statements prepared (except as noted in the financial statements) in accordance with generally accepted accounting principles applicable to local governmental units of the State such as the City, as such principles may be changed from time to time; (2) principal amount of general obligation bonds outstanding at the end of the fiscal year described in the filed financial statements; (3) assessed valuation for that fiscal year; and (4) regular property tax levy amount and rate for that fiscal year;
- (ii) Shall be provided not later than the last day of the ninth month after the end of each fiscal year of the City (currently, a fiscal year ending December 31), as such fiscal year may be changed as required or permitted by State law, commencing with the City’s fiscal year ending December 31, 2019; and
- (iii) May be provided in a single or multiple documents, and may be incorporated by specific reference to documents available to the public on the Internet website of the MSRB or filed with the SEC.

If not submitted as part of the annual financial information described in paragraph (b)(i) above, the City will provide or cause to be provided to the MSRB audited financial statements, when and if available.

(c) Amendment of Undertaking. This Undertaking is subject to amendment after the primary offering of the Bonds without the consent of any holder of any Bond, or of any broker, dealer, municipal securities dealer, participating underwriter, Rating Agency or the MSRB, under the circumstances and in the manner permitted by Rule 15c2-12. The City will give notice to the MSRB of the substance (or provide a copy) of any amendment to the Undertaking and a brief statement of the reasons for the amendment. If the amendment changes the type of annual financial information to be provided, the annual financial information containing the amended financial information will include a narrative explanation of the effect of that change on the type of information to be provided.

(d) Beneficiaries. This Undertaking shall inure to the benefit of the City and the holder of each Bond, and shall not inure to the benefit of or create any rights in any other person.

(e) Termination of Undertaking. The City’s obligations under this Undertaking shall terminate upon the legal defeasance of all of the Bonds. In addition, the City’s obligations under this Undertaking shall terminate if the provisions of Rule 15c2-12 that require the City to comply with this Undertaking become legally inapplicable in respect of the Bonds for any reason, as confirmed by an opinion of Bond Counsel delivered to the City, and the City provides timely notice of such termination to the MSRB.

(f) Remedy for Failure to Comply with Undertaking. As soon as practicable after the City learns of any failure to comply with this Undertaking, the City will proceed with due diligence to cause such noncompliance to be corrected. No failure by the City or other obligated person to comply with this Undertaking shall constitute a default in respect of the Bonds. The sole remedy of any holder of a Bond shall be to take action to compel the City or other obligated person to comply with this Undertaking, including seeking an order of specific performance from an appropriate court.

(g) Designation of Official Responsible to Administer Undertaking. The Finance Officer or his or her designee is the person designated, in accordance with the Bond Ordinance, to carry out the Undertaking in accordance with Rule 15c2-12, including, without limitation, the following actions:

- (i) Preparing and filing the annual financial information undertaken to be provided in paragraph (a)(i);
- (ii) Determining whether any failure to provide the annual financial information undertaken to be provided in paragraph (a)(i) has occurred and providing any notice undertaken to be provided in paragraph (a)(iii);
- (iii) Determining whether any event specified in items (1)-(16) of paragraph (a)(ii) has occurred, assessing its materiality, where necessary, with respect to the Bonds, and preparing and disseminating any notice undertaken to be provided in paragraph (a)(ii) of its occurrence;
- (iv) Determining whether any person other than the City is an “obligated person” within the meaning of Rule 15c2-12 with respect to the Bonds, and obtaining from such person an undertaking to provide any annual financial information and notice of listed events for that person required under Rule 15c2-12;
- (v) Selecting, engaging and compensating designated agents and consultants, including financial advisors and legal counsel, to assist and advise the City in carrying out this Undertaking; and
- (vi) Effecting any necessary amendment of this Undertaking.

CERTIFICATION

I, the undersigned, City Clerk of the City of Marysville, Washington (the “City”), hereby certify as follows:

1. The attached copy of Ordinance No. ____ (the “Ordinance”) is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on July 13, 2020, as that ordinance appears on the minute book of the City.

4. The Ordinance will be in full force and effect five days after publication in the City’s official newspaper, which publication date is _____, 2020.

5. A quorum of the members of the City Council was present throughout the meeting and a majority of the members voted in the proper manner for the passage of the Ordinance.

Dated: July 13, 2020.

CITY OF MARYSVILLE, WASHINGTON

City Clerk