

Marysville City Council Meeting

July 12, 2021

7:00 p.m.

City Hall

Anyone wishing to provide written or verbal public comment, must pre-register at this link www.marysvillewa.gov/remotepubliccomment before noon on the day of the meeting.

To listen to the meeting without providing public comment:

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

Invocation

Pledge of Allegiance

Roll Call

Approval of the Agenda

Presentations

Audience Participation

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

- 1. Approval of the June 14, 2021 City Council Meeting Minutes

Consent

- 2. Approval of the June 25, 2021 Payroll in the Amount of \$1,794,575.96 Paid by EFT Transactions and Check Numbers 33513 through 33537
- 3. Approval of the June 23, 2021 Claims in the Amount of \$3,421,004.63 Paid by EFT Transactions and Check Numbers 148897 through 149059 with Check Number 128466 Voided
- 4. Approval of the June 30, 2021 Claims in the Amount of \$1,358,436.49 Paid by EFT Transactions and Check Numbers 149060 through 149195
- 8. Consider Approving the Acceptance of the Stillaguamish Water Treatment Plant Safety Improvements Project Starting the 60 day Lien Filing Period for Project Closeout

****These items have been added or revised from the materials previously distributed in the packets for the July 6, 2021 Work Session.***

Marysville City Council Meeting**July 12, 2021****7:00 p.m.****City Hall**

9. Consider Approving the Professional Services Agreement with Azavar Government Solutions for Local Government Revenue Audit Program

Review Bids

5. Consider Awarding the LID Improvements for Cedar Avenue Project Contract with SRV Construction, Inc in the Amount of \$1,592,252.09 and Approve a Management Reserve of \$159,225.21 for a Total Allocation of \$1,751,477.30

6. Consider Awarding the Jennings Park Pickleball Courts Project Contract with Matia Contractors in the Amount of \$239,395.14 and Approve a Management Reserve of \$11,969.76 for a Total Allocation of \$251,364.90

7. Consider Awarding the 2021 Citywide Road Re-Striping Project Contract with Specialized Pavement Markings, Inc. in the Amount of \$108,486.80 and Approve a Management Reserve of \$10,849.00 for a Total Allocation of \$119,335.80

Public Hearings**New Business****Legal****Mayor's Business****Staff Business****Call on Councilmembers and Committee Reports****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

**These items have been added or revised from the materials previously distributed in the packets for the July 6, 2021 Work Session.*

Index #1

City Council



**1049 State Avenue
Marysville, WA 98270**

**Regular Meeting
June 14, 2021**

Call to Order

Mayor Nehring called the June 14, 2021 meeting of the Marysville City Council to order at Marysville City Hall and virtually via Zoom at 7:00 p.m.

Invocation

Chaplain Greg Kanehen gave the invocation.

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

Council: Council President Kamille Norton, Councilmember Jeff Vaughan, Councilmember Tom King, Councilmember Mark James, Councilmember Kelly Richards, Councilmember Michael Stevens, Councilmember Steve Muller

Staff: Chief Administrative Officer (CAO) Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Erik Scairpon, Public Works Director Esco Bell, City Attorney Jon Walker, Parks Director Tara Mizell, Community Development Director Haylie Miller, City Engineer Jeff Laycock, Human Resources Manager Teri Lester, Community Information Officer (CIO) Connie Mennie, Fire Chief Martin McFalls, Information Services Manager Worth Norton, Systems Analyst Mike Davis

Approval of the Agenda

Motion to approve the agenda moved by Councilmember Muller seconded by Councilmember Richards.

AYES: ALL

Presentations

Audience Participation

Tom Schessler, 7905 87th Avenue NE, Marysville, expressed concern about traffic impacts of a 77-home development adjacent to the Berrywoods neighborhood. Mayor Nehring invited Community Development Miller to comment on this item.

Director Miller thanked Mr. Schessler and other neighbors for their comments. She reviewed the development and review process and stated that staff is reviewing the comments received. She noted that the Hearing Examiner will also be reviewing all the comments and will render a decision on the matter.

Mayor Nehring stated that the City had been in contact with the developer to plan a neighborhood meeting. Residents within 300 feet of the development will be notified by mail. Notices will also be posted online and at City Hall. Mr. Schessler expressed concern about the limited notification area when the development will impact a much larger area.

Scott Allen, 3912 Sunnyside Blvd., Marysville, expressed concern about residents in a new development lighting fireworks. Mayor Nehring explained that the City has done several years of warning and is now in the enforcement mode. Chief Scairpon concurred that there is a no tolerance approach to fireworks this year. He invited everyone to come enjoy the City's 4th of July celebration at the waterfront and to report any violations. Mr. Allen suggested that new residents might not know that fireworks are not allowed. He recommended that a notice be put on the utility bill or have police officers go door-to-door in the new development to inform residents of the policy.

John Kinnick, 8611 79th St NE, Marysville, also expressed concern about the proposed development near Berrywoods. He discussed alternate access options besides the once proposed.

Samantha DeVoir, 7705 87th Avenue NE, Marysville, expressed concern about the traffic impacts of the development and especially the safety of the many children who play outdoors in the area.

Christina McColl, 7631 87th Avenue NE, Marysville, expressed concern about the proposed Sage Homes development near their neighborhood. She stated that the streets cannot handle the proposed increase in traffic volume. She also raised concerns about environmental impacts. She recommended that the opening up of 87th Avenue not be allowed and an alternate ingress and egress be found for the project.

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

6/14/2021 City Council Meeting Minutes

Page 2 of 9

1. Approval of the May 24, 2021 City Council Meeting Minutes

Councilmember Vaughan noted that the spelling of Peter Condyles’ name needed to be corrected on page 6 of 7 under his comments.

Motion to approve the May 24, 2021 City Council Meeting Minutes as amended moved by Council President Norton seconded by Councilmember Richards.

AYES: ALL

Consent

- 2. Approval of the May 25, 2021 Payroll in the Amount of \$1,457,507.92 Paid by EFT Transactions and Check Numbers 33461 through 33485
- 3. Approval of the May 26, 2021 Claims in the Amount of \$3,057,332.83 Paid by EFT Transactions and Check Numbers 148393 through 148510 with Check Numbers 139883 and 148289 Voided
- 4. Approval of the June 2, 2021 Claims in the Amount of \$2,448,109.61 Paid by EFT Transactions and Check Numbers 148511 through 148654
- 8. Consider Approving the First Amendment to the Master Service Agreement with Securus Technologies
- 9. Consider Approving the Independent Contractor Agreement with Rae Boyd APRN, BC, PLLC, for Marysville Jail Facility Medical Services
- 10. Consider Approving the Ranney Well Pump and Motor Repair and Replacement Contract with PumpTech, Inc. in the Amount of \$92,178.92
- 11. Consider Approving the Acceptance of the 2020 Pavement Preservation Program Project with Reece Construction Company, Starting the 60-day Lien Filing Period for Project Closeout
- 12. Consider Approving the 2020 Transportation Benefit District Annual Report

Motion to approve Consent Agenda items 2, 3, 4, 8, 9, 10, 11 and 12 moved by Councilmember King seconded by Councilmember James.

AYES: ALL

Review Bids

- 5. Consider Awarding the Schaefer Cart Purchase to General Equipment Company and Approving the Purchase Agreement in the Amount of \$401,821.23

Motion to authorize the Mayor to sign and execute the Purchase Agreement with General Equipment Company for the purchase of Schaefer Carts in the Amount of \$401,821.23 moved by Council President Norton seconded by Councilmember King.

AYES: ALL

6. Consider Awarding the 2021 Pavement Preservation Project to Cadman Materials, Inc. and Approving the Contract in the Amount of \$795,592.50 and Approve a Management Reserve of \$79,559.25 for a Total Allocation of \$875,151.75

Motion to authorize the Mayor to sign and execute the 2021 Pavement Preservation Project contract with Cadman Materials, Inc. in the Amount of \$795,592.50 and approve a Management Reserve of \$79,559.25 for a Total Allocation of \$875,151.75 moved by Councilmember Richards seconded by Councilmember Muller.

AYES: ALL

Public Hearings

7. Consider Approving a Resolution Adopting a Six-Year Transportation Improvement Plan (2022-2027)

City Engineer Laycock made the 6-Year Transportation Improvement Plan (2022-2027) presentation. Mayor Nehring was very impressed at the number of grants that the City has been able to procure. City Engineer Laycock concurred and noted they currently have about \$30 million in grant funds across about 20 projects.

The public hearing was opened at 7:42 p.m. and public comments were solicited. There were no comments. The public hearing was closed at 7:43 p.m.

Councilmember Richards referred to the Quiet Zone and requested that this be extended all the way to 172nd.

Councilmember King asked about the status of the cemetery at 88th and State. City Engineer Laycock replied that is an ongoing project.

Councilmember Muller expressed appreciation for staff being aggressive with grants and also for the community support of transportation improvements.

Motion to adopt Resolution No. 2499, Adopting a Six-Year Transportation Improvement Plan (2022-2027) moved by Councilmember Muller seconded by Councilmember James.

AYES: ALL

19. Consider Approving an Ordinance Vacating an Unopened Public Road and Waiving Compensation for said Vacation

Director Miller reviewed the proposed ordinance vacating an unopened public road.

The public hearing was opened at 7:49 p.m. and public comments were solicited.

Paul Levitt, Keystone Land, 13805 Smokey Pt. Blvd, Suite 102, stated he was the applicant of the adjacent land and expressed appreciation to staff for their work on this item. He spoke in support of the ordinance.

The public hearing was closed at 7:50 p.m.

The City Council had no comments or questions.

Motion to adopt Ordinance No. 3184, vacating an unopened public road and waiving compensation for said vacation moved by Councilmember James seconded by Councilmember King.

AYES: ALL

New Business

13. Consider Approving a Resolution Adopting Policies and Procedures for Right-of-Way Procedures, Waiver of Appraisal Procedures and Administrative Settlement Policy

Motion to adopt Resolution No. 2500, Adopting Policies and Procedures for Right-of-Way Procedures, Waiver of Appraisal Procedures and Administrative Settlement Policy moved by Council President Norton seconded by Councilmember Richards.

AYES: ALL

14. Consider Approving a Resolution Authorizing a \$105,000.00 Interfund Loan from the General Fund 001 to the CDBG Fund 109, and Providing a Formula for Payment of Interest

Motion to adopt Resolution No. 2501, Authorizing a \$105,000.00 Interfund Loan from the General Fund 001 to the CDBG Fund 109, and Providing a Formula for Payment of Interest moved by Councilmember Richards seconded by Councilmember Muller.

AYES: ALL

15. Consider Approving a Resolution Authorizing a \$455,000.00 Interfund Loan from the General Fund 001 to the Affordable Housing Tax Fund 115, and Providing a Formula for Payment of Interest

Motion to adopt Resolution No. 2502, Authorizing a \$455,000.00 Interfund Loan from the General Fund 001 to the Affordable Housing Tax Fund 115, and Providing a Formula for Payment of Interest moved by Councilmember Muller seconded by Councilmember Richards.

AYES: ALL

16. Consider Approving a Resolution Declaring Certain Items of Personal Property to be Surplus and Authorizing the Sale and Disposal Thereof

Motion to adopt Resolution No. 2503, Declaring Certain Items of Personal Property to be Surplus and Authorizing the Sale and Disposal Thereof moved by Councilmember King seconded by Councilmember James.

AYES: ALL

17. Consider Approving an Ordinance Setting Water, Sewer, and Surface Water Utility Rates and Amending Sections 14.07.060, 14.07.070, 14.19.010 and 14.19.050 of the MMC as Allowed Under Section 14.07.075

Motion to adopt Ordinance No. 3185, an Ordinance Setting Water, Sewer, and Surface Water Utility Rates and Amending Sections 14.07.060, 14.07.070, 14.19.010 and 14.19.050 of the MMC as Allowed under Section 14.07.075 moved by Councilmember Muller seconded by Councilmember Vaughan.

AYES: ALL

18. Consider Approving an Ordinance Amending Section 6.36.030 of the MMC to Update the Criminal Penalty for Loitering

Motion to adopt Ordinance No. 3186, an Ordinance Amending Section 6.36.030 of the MMC to Update the Criminal Penalty for Loitering moved by Councilmember Richards seconded by Council President Norton.

AYES: ALL

Legal

Mayor's Business

- Mayor Nehring, Director Bell, Director Miller, and City Engineer Laycock met with the CEO of Community Transit who was in town last week.
- Mayor Nehring and Chief Scairpon represented the City and spoke at the Juneteenth event at Comeford Park on Saturday. It was a beautiful day and nice event with great attendance.

Staff Business

Director Bell reported that he has enjoyed his first week working in Marysville.

Chief Scairpon:

- The celebration of Juneteenth was a great event. Thanks to Parks for their wonderful sponsorship of that event. He also thanked Change the Narrative of Granite Falls for their invitation to that event along with Chief Sutter from Tulalip Tribal Police and Chief Templeman from Everett. He appreciated the conversation with the community.
- The Department will be welcoming a new police officer, Brent Lee, this week.

- Officers will be out looking for people setting off fireworks and reminding them they are illegal.

Director Miller thanked Council for receiving the comments on the development application. She noted that Community Development is extremely busy, but they strive to provide excellent customer service. The City is still soliciting comments from restaurants regarding food trucks and has not received many.

Director Mizell reported that summer registration is underway. All athletic camps and mini camps are full. Parks was able to open up additional spots for day camp. She reported on 4th of July activities including food trucks, vendors and other activities. Summer concerts and movies will be happening on a shortened schedule. All of the information is on the website.

HR Manager Lester had no comments.

CIO Mennie outlined how the City provides information to the public about fireworks via news releases, social media announcements, the 4th Street reader board, additional electronic reader boards, banners around town, and the electronic newsletter. They will continue to remind the public that fireworks are illegal through the 4th of July.

City Attorney Walker stated the need for an Executive Session to discuss four items - one item regarding the lease of city property with no action expected and three items to review the performance of a public official. Action is expected on one of those items only. Executive Session was expected to last 20 minutes.

CAO Hirashima had no comments.

Call on Councilmembers and Committee Reports

Councilmember Muller reported he went to the Everett Sorticulture event over the weekend. It's good to see community events happening again. He is looking forward to Marysville's community events this summer.

Councilmember Richards thanked all the residents from Berrywoods for coming to speak and writing with their comments. He thanked Mr. Allen for his comments about the fireworks in Sunnyside. He asked staff if the food truck topic had been posted on social media. CIO Mennie replied that it hadn't but she would put something on there.

Councilmember King also was pleased to see community events, including Touch-a-Truck, happening again. He thanked community members for coming to share their concerns.

Councilmember James also thanked residents of the Berrywoods neighborhood for their comments.

Councilmember Vaughan expressed appreciation to citizens for sharing their comments. He said he was uncomfortable with the Council's lack of involvement with this type of issue given the fact that they are the ones who were elected by the citizens. He wondered what recourse there is for citizens who don't have the issue resolved to their satisfaction with the Hearing Examiner. Director Miller explained that if there is disagreement with the Hearing Examiner's decision, residents would have the right to appeal to Snohomish County Superior Court. The City Council is not involved with this process. Director Miller explained how land use issues are processed in the City. Councilmember Vaughan indicated he would like for the Council to be more involved in these issues. He expressed appreciation to staff for their response to concerns.

Councilmember James expressed appreciation for the explanation of the process tonight.

Councilmember Stevens thanked members of the public who came to share their concerns.

Council President Norton:

- She also thanked those who spoke today.
- She shared Councilmember Vaughan's frustration of feeling removed from land use decisions. She spoke to the importance of understanding of what Council is approving as code since the Hearing Examiner use the code to arrive at his decisions. This is one of the reasons why she wanted to have a stronger look within the Economic Development Committee at some of the land use and community development decisions that come before the Council.
- She thanked Mr. Schessler for bringing up his concerns about inadequacy of the 300-foot notice and noted she agreed with him. She asked that this be something for the Council to review. Director Miller indicated they could add this to the agenda for the next Economic Development Committee meeting.
- She thanked Director Mizell for the update on the 4th of July. She is looking forward to it.

Adjournment/Recess

Council recessed at 8:28 p.m for five minutes before reconvening in Executive Session for 20 minutes.

Executive Session

Council reconvened in Executive Session at 8:33 p.m. to discuss four items with action expected on one.

- A. Litigation
- B. Personnel – RCW 42.30.110(1)(g) three items with action expected on one

C. Real Estate – RCW 42.30.110(1)(c) one item with no action expected

Executive Session was extended 25 minutes and action was taken on one item.

Reconvene

Council reconvened at 9:18 p.m.

Motion made by Councilmember Norton, seconded by Councilmember Richards to authorize the Mayor to execute the employment agreement with the Chief Administrative Officer.

AYES: ALL

Adjournment

The meeting was adjourned at 9:20 p.m.

Approved this _____ day of _____, 2021.

Mayor
Jon Nehring

Index #2

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 12, 2021

| | | |
|---|-----------------|-----|
| 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, 2021 in the amount \$1,794,575.96, paid by EFT Transactions and Check No. 33513 through 33537.

COUNCIL ACTION:

Index #3

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 12, 2021

| | | |
|---|-----------------|-----|
| 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 23, 2021 claims in the amount of \$3,421,004.63 paid by EFT transactions and Check No.'s 148897 through 149059 with check number 128466 voided.

COUNCIL ACTION:

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/23/2021 TO 6/23/2021

| <u>CHK #</u> | <u>VENDOR</u> | <u>ITEM DESCRIPTION</u> | <u>ACCOUNT DESCRIPTION</u> | <u>ITEM AMOUNT</u> |
|--------------|----------------------|---|----------------------------|--------------------|
| 148897 | REVENUE, DEPT OF | TAXES | CITY CLERK | 0.42 |
| | REVENUE, DEPT OF | | POLICE ADMINISTRATION | 40.02 |
| | REVENUE, DEPT OF | | WATER/SEWER OPERATION | 144.84 |
| | REVENUE, DEPT OF | | GENERAL FUND | 149.19 |
| | REVENUE, DEPT OF | | GOLF ADMINISTRATION | 1,075.85 |
| | REVENUE, DEPT OF | | STORM DRAINAGE | 6,588.95 |
| | REVENUE, DEPT OF | | GOLF COURSE | 21,180.97 |
| | REVENUE, DEPT OF | | SOLID WASTE OPERATIONS | 25,038.48 |
| | REVENUE, DEPT OF | | UTIL ADMIN | 62,371.83 |
| 148898 | LYDIG CONSTRUCTION | CIVIC APPLICATION PAYMENT 17 | CAPITAL EXPENDITURES | 2,385,104.95 |
| 148899 | PREMERA BLUE CROSS | PREMERA CLAIMS 6/13-6/19/21 | MEDICAL CLAIMS | 97,922.27 |
| 148900 | RAPID FINANCIAL SOL | JURY COST/LOAD FEES | COURTS | 355.74 |
| 148901 | ABER, BRIAN | UB REFUND | WATER/SEWER OPERATION | 304.23 |
| 148902 | ADAMS, ROBERT & UNIQ | | WATER/SEWER OPERATION | 33.66 |
| 148903 | ALL BATTERY SALES & | XTREME VISION PLUS 9007 BULB - FLEET INV. | ER&R | 59.55 |
| 148904 | AMAZON CAPITAL | CASIO CALCULATOR INK | FINANCE-GENL | 5.43 |
| | AMAZON CAPITAL | STOPWATCH | RECREATION SERVICES | 9.37 |
| | AMAZON CAPITAL | MITEL PHONES | IS REPLACEMENT ACCOUNTS | 82.64 |
| | AMAZON CAPITAL | MOUSE, TAPE, INK REFILL, LEGAL PADS | FINANCE-GENL | 89.80 |
| | AMAZON CAPITAL | EXTERNAL HARD DRIVES | POLICE PATROL | 180.70 |
| | AMAZON CAPITAL | SURFACE CASES | COMPUTER SERVICES | 282.73 |
| | AMAZON CAPITAL | MITEL PHONES | IS REPLACEMENT ACCOUNTS | 1,776.76 |
| 148905 | AMERICAN CLEANERS | DRY CLEANING - FEB 2021 | POLICE PATROL | 17.27 |
| | AMERICAN CLEANERS | DRY CLEANING | OFFICE OPERATIONS | 20.71 |
| | AMERICAN CLEANERS | DRY CLEANING - FEB 2021 | POLICE ADMINISTRATION | 28.37 |
| | AMERICAN CLEANERS | DRY CLEANING | POLICE ADMINISTRATION | 30.22 |
| | AMERICAN CLEANERS | DRY CLEANING - MARCH 2021 | CRIME PREVENTION | 46.78 |
| | AMERICAN CLEANERS | DRY CLEANING | DETENTION & CORRECTION | 56.10 |
| | AMERICAN CLEANERS | DRY CLEANING - FEB 2021 | DETENTION & CORRECTION | 56.10 |
| | AMERICAN CLEANERS | DRY CLEANING | POLICE PATROL | 69.62 |
| | AMERICAN CLEANERS | DRY CLEANING - MARCH 2021 | DETENTION & CORRECTION | 69.92 |
| | AMERICAN CLEANERS | | POLICE PATROL | 133.34 |
| 148906 | AMERICAN PUBLIC WORK | MEMBERSHIP RENEWAL 7/1/21 | UTIL ADMIN | 240.00 |
| 148907 | ANATUM GEOMOBILE | GIS RECEIVER/EQUIPMENT FOR SIGN STAFF | GENERAL FUND | -313.86 |
| | ANATUM GEOMOBILE | | TRANSPORTATION | 3,688.66 |
| 148908 | APEX HYDROVAC TOOLS | WASH-DOWN GUNS, POLE WITH CLAW | STORM DRAINAGE | 561.80 |
| | APEX HYDROVAC TOOLS | | SEWER MAIN COLLECTION | 561.80 |
| 148909 | ARAMARK UNIFORM | UNIFORM CLEANING | SMALL ENGINE SHOP | 6.55 |
| | ARAMARK UNIFORM | | EQUIPMENT RENTAL | 58.15 |
| 148910 | ASCE SEATTLE SECTION | JOB AD FOR CIVIL PLAN REVIEW | ENGR-GENL | 75.00 |
| 148911 | BALBIANI, JESSICA | DOG SCOOPER | STORM DRAINAGE | 32.69 |
| 148912 | BANK OF AMERICA | REFRESHMENTS/SUPPLIES | PERSONNEL ADMINISTRATION | 21.85 |
| | BANK OF AMERICA | | PERSONNEL ADMINISTRATION | 73.06 |
| 148913 | BANK OF AMERICA | DUES | POLICE ADMINISTRATION | 190.00 |
| 148914 | BANK OF AMERICA | REGISTRATION | EXECUTIVE ADMIN | 200.00 |
| 148915 | BANK OF AMERICA | TRAVEL | POLICE ADMINISTRATION | 437.01 |
| 148916 | BANK OF AMERICA | VARIDESK/GOTO MEETING | PUBLIC HEALTH EXPENSE | 106.33 |
| | BANK OF AMERICA | | WASTE WATER TREATMENT | 541.04 |
| 148917 | BANK OF AMERICA | POSTAGE/TRAINING | COMMUNITY | 35.89 |
| | BANK OF AMERICA | | COMMUNITY | 636.35 |
| 148918 | BANK OF AMERICA | ADVERTISING/LEGAL FEES | GMA - STREET | 291.94 |
| | BANK OF AMERICA | | LEGAL - PROSECUTION | 499.00 |
| 148919 | BANK OF AMERICA | MEALS/INMATE SUPPLIES | POLICE ADMINISTRATION | 41.17 |
| | BANK OF AMERICA | | POLICE ADMINISTRATION | 108.60 |
| | BANK OF AMERICA | | DETENTION & CORRECTION | 740.04 |
| 148920 | BANK OF AMERICA | EMBEDDED SOCIAL WORKER | EMBEDDED SOCIAL WORKER | 1,077.57 |
| 148921 | BANK OF AMERICA | TRAVEL/TRAINING/ADVERTISING/UNIFORM | POLICE PATROL | 864.36 |
| | BANK OF AMERICA | | POLICE ADMINISTRATION | 971.99 |

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/23/2021 TO 6/23/2021

| <u>CHK #</u> | <u>VENDOR</u> | <u>ITEM DESCRIPTION</u> | <u>ACCOUNT DESCRIPTION</u> | <u>ITEM AMOUNT</u> |
|--------------|----------------------|---------------------------------------|----------------------------|--------------------|
| 148921 | BANK OF AMERICA | TRAVEL/TRAINING/ADVERTISING/UNIFORM | POLICE TRAINING-FIREARMS | 1,275.00 |
| | BANK OF AMERICA | | POLICE ADMINISTRATION | 1,972.24 |
| 148922 | BANK OF AMERICA | ADVERTISING/SUPPLIES | GENERAL FUND | -186.88 |
| | BANK OF AMERICA | | POLICE TRAINING-FIREARMS | 2,196.36 |
| | BANK OF AMERICA | | POLICE ADMINISTRATION | 12,375.00 |
| 148923 | BANK OF AMERICA | SUPPLIES & TRAINING | FINANCE-GENL | 10.32 |
| | BANK OF AMERICA | | COMPUTER SERVICES | 21.84 |
| | BANK OF AMERICA | | COMPUTER SERVICES | 238.53 |
| | BANK OF AMERICA | | COMPUTER SERVICES | 276.02 |
| | BANK OF AMERICA | | CITY COUNCIL | 284.07 |
| | BANK OF AMERICA | | MUNICIPAL COURTS | 531.23 |
| | BANK OF AMERICA | | NON-DEPARTMENTAL | 873.97 |
| | BANK OF AMERICA | | EXECUTIVE ADMIN | 874.18 |
| | BANK OF AMERICA | | UTIL ADMIN | 1,062.35 |
| | BANK OF AMERICA | | MUNICIPAL COURTS | 2,618.61 |
| | BANK OF AMERICA | | IS REPLACEMENT ACCOUNTS | 2,855.38 |
| | BANK OF AMERICA | | COMMUNITY | 4,972.49 |
| 148924 | BARTL, CRAIG | TRAINING | POLICE TRAINING-FIREARMS | 159.29 |
| | BARTL, CRAIG | | POLICE TRAINING-FIREARMS | 274.50 |
| 148925 | BHAK, HAERAN & PAUL | UB REFUND | WATER/SEWER OPERATION | 373.26 |
| 148926 | BHC CONSULTANTS | PROFESSIONAL SERVICES 4/24-5/21/21 | WASTE WATER TREATMENT | 695.00 |
| 148927 | BICKFORD FORD | WINDOW MOTOR ASSY #J051 | EQUIPMENT RENTAL | 46.41 |
| | BICKFORD FORD | VEHICLE REPAIRS #J015 | EQUIPMENT RENTAL | 2,468.02 |
| | BICKFORD FORD | VEHICLE REPAIR #J010 | EQUIPMENT RENTAL | 2,646.79 |
| 148928 | BRAKE AND CLUTCH | LOWBOY SHOE, BRAKE KIT, GASKETS #F009 | EQUIPMENT RENTAL | 591.77 |
| 148929 | BRESNAN, MARY | UB REFUND | GARBAGE | 2,043.22 |
| 148930 | CASCADE SEPTIC, LLC | PORTABLE CLEANING ED SPRINGS | PUMPING PLANT | 327.00 |
| 148931 | CENTRAL WELDING SUPP | HIVIS CLS2 VEST | ER&R | 106.57 |
| | CENTRAL WELDING SUPP | TRENCH SHOVELS | ER&R | 133.07 |
| | CENTRAL WELDING SUPP | HARD HAT WITH LOGO | ER&R | 366.16 |
| | CENTRAL WELDING SUPP | HIVIS CLS2 VESTS/GLOVES | ER&R | 496.78 |
| 148932 | CHMUKH, VALERIY & VA | UB REFUND | WATER/SEWER OPERATION | 7.67 |
| 148933 | COASTAL FARM & HOME | CREDIT INVOICE #1049 ASPHALT | UTIL ADMIN | -2.62 |
| | COASTAL FARM & HOME | UNIFORM - GEIST | UTIL ADMIN | 81.29 |
| | COASTAL FARM & HOME | SAFETY TOE SHOES | UTIL ADMIN | 96.17 |
| | COASTAL FARM & HOME | FACILITY MAINT SUPPLIES | STORM DRAINAGE | 374.80 |
| 148934 | COLACURCIO BROTHERS | PAY ESTIMATE #1 | GMA - STREET | 213,417.75 |
| 148935 | COLE, GEORGIA | ACTIVITY TRANSFER | PARKS-RECREATION | 60.00 |
| 148936 | COMCAST | ACCT #8498310020341322 | COMPUTER SERVICES | 313.17 |
| 148937 | CORRECTIONS, DEPT OF | INMATE MEALS | DETENTION & CORRECTION | 2,531.46 |
| 148938 | CRIMINAL JUSTICE | TRAINING - REDIGER | POLICE TRAINING-FIREARMS | 50.00 |
| | CRIMINAL JUSTICE | TRAINING - GERFIN | POLICE TRAINING-FIREARMS | 600.00 |
| | CRIMINAL JUSTICE | TRAINING - SAINT-DENIS | POLICE TRAINING-FIREARMS | 900.00 |
| 148939 | CRISAN, AUREL & IONE | UB REFUND | WATER/SEWER OPERATION | 186.82 |
| 148940 | CROWLEY, DANIEL & RA | | WATER/SEWER OPERATION | 230.87 |
| 148941 | CRYSTAL SPRINGS | CREDIT WATER COOLER RENTAL | COMMUNITY | -19.64 |
| | CRYSTAL SPRINGS | WATER DISPENSER RENTAL | COMMUNITY | 49.51 |
| 148942 | DARREN & STACIE HESP | UB REFUND | WATER/SEWER OPERATION | 47.65 |
| 148943 | DIGITAL DOLPHIN SUPP | SUPPLIES | POLICE ADMINISTRATION | 399.95 |
| 148944 | DK SYSTEMS, INC. | LABOR AND REFRIGERANT-COURT BLDG | COURT FACILITIES | 371.08 |
| 148945 | DOBBS PETERBILT | SENSOR KIT FOR J035 | EQUIPMENT RENTAL | 245.08 |
| | DOBBS PETERBILT | J030 WINDOW REPAIR | EQUIPMENT RENTAL | 1,196.09 |
| 148946 | DOG WASTE DEPOT | LOCK AND KEY FOR DOG POT DISPENSER | GENERAL FUND | -15.79 |
| | DOG WASTE DEPOT | | ROADSIDE VEGETATION | 185.54 |
| 148947 | DOMESTIC VIOLENCE | CDBG/COVID 19 RENTAL ASSISTANCE | COMMUNITY | 4,500.00 |
| 148948 | E&E LUMBER | NO PARKING SIGN | STORM DRAINAGE | 4.20 |
| | E&E LUMBER | FAST SET CONCRETE | SEWER LIFT STATION | 6.28 |
| | E&E LUMBER | BRASS FLARE NUT/PIPE REPAIR | WATER DIST MAINS | 14.70 |

**CITY OF MARYSVILLE
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|--------------|----------------------|---------------------------------------|----------------------------|--------------------|
| 148970 | HBLE LLC | UNIFORM - PITTS | POLICE PATROL | 45.05 |
| | HBLE LLC | VEST FOR ALBANESE/GIBBS | POLICE PATROL | 1,024.35 |
| | HBLE LLC | | DETENTION & CORRECTION | 1,025.00 |
| 148971 | HD FOWLER COMPANY | CREDIT INVOICE I5784844 | UTILITY LOCATING | -97.06 |
| | HD FOWLER COMPANY | CREDIT FOR ELBOW I5804741 | PARK & RECREATION FAC | -3.82 |
| | HD FOWLER COMPANY | ELBOW FOR IRRIGATION REPAIR | PARK & RECREATION FAC | 3.82 |
| | HD FOWLER COMPANY | IRRIGATION SUPPLIES FOR REPAIRS | PARK & RECREATION FAC | 27.27 |
| | HD FOWLER COMPANY | BRASS NOZZLE ADAPTERS | WATER DIST MAINS | 164.81 |
| | HD FOWLER COMPANY | GREEN AND BLUE MARKING PAINT | UTILITY LOCATING | 412.02 |
| 148972 | HEATH, HILARY | SCHEDULING CONFLICT SOCCER | PARKS-RECREATION | 87.00 |
| 148973 | HESTER, TAMMY A | UB REFUND | WATER/SEWER OPERATION | 9.22 |
| 148974 | INFORMATION SERVICES | ANNUAL TECH SERVICE/GIS SERVICE | COMPUTER SERVICES | 630.00 |
| | INFORMATION SERVICES | | UTIL ADMIN | 4,882.50 |
| 148975 | ISOM, DAWN | TRAINING REGISTRATION | POLICE TRAINING-FIREARMS | 77.00 |
| 148976 | J & B TOOLS, LLC | SCREWDRIVER SET | EQUIPMENT RENTAL | 131.14 |
| | J & B TOOLS, LLC | CENTER PUNCH FOR SHOP TOOLS | EQUIPMENT RENTAL | 163.95 |
| 148977 | JAYNES, JESSE & HALL | UB REFUND | WATER/SEWER OPERATION | 106.99 |
| 148978 | JONES, DENNIS & CATH | | WATER/SEWER OPERATION | 265.30 |
| 148979 | KROLL, FRANCESCA | | WATER/SEWER OPERATION | 34.94 |
| 148980 | LAB/COR, INC. | LAB ANALYSES | STORM DRAINAGE | 168.00 |
| 148981 | LANGUAGE LINE | INTERPRETER SERVICE | POLICE INVESTIGATION | 8.51 |
| 148982 | LARSEN, DAVID W | REIMBURSEMENT CLAIM FOR DAMAGES | RISK MANAGEMENT | 100.00 |
| 148983 | LASTING IMPRESSIONS | SHIRT/JACKET COUNCILMEMBER RICHARDS | CITY COUNCIL | 106.20 |
| 148984 | LEIRA | TRAINING REGISTRATION | POLICE TRAINING-FIREARMS | 75.00 |
| 148985 | LENNAR NORTHWEST INC | UB REFUND - 8428 39TH ST NE 98270 | WATER/SEWER OPERATION | 236.14 |
| 148986 | LENNAR NORTHWEST INC | UB REFUND - 3825 85TH AVE NE 98270 | GARBAGE | 571.64 |
| 148987 | LES SCHWAB TIRE CTR | SERVICE FOR DRIVER TIRE #652 | EQUIPMENT RENTAL | 120.22 |
| | LES SCHWAB TIRE CTR | TIRES FOR PARKS MOWER #W024 | SMALL ENGINE SHOP | 275.23 |
| 148988 | MALLAHAN, MARK | MEAL - SERVICE LINE REPAIR | WATER SERVICES | 20.00 |
| 148989 | MARYSVILLE PRINTING | PRINTING SERVICES | POLICE PATROL | 74.27 |
| | MARYSVILLE PRINTING | | POLICE ADMINISTRATION | 148.54 |
| | MARYSVILLE PRINTING | | COMMUNITY SERVICES UNIT | 276.53 |
| 148990 | MARYSVILLE, CITY OF | UTILITY SERVICE 67TH AVE NE & 64TH PL | PARK & RECREATION FAC | 38.13 |
| | MARYSVILLE, CITY OF | UTILITY SERVICE 4822 61 ST NE | AFFORDABLE HOUSING | 59.49 |
| | MARYSVILLE, CITY OF | UTILITY SERVICE 5300 SUNNYSIDE BLVD | SEWER LIFT STATION | 61.34 |
| | MARYSVILLE, CITY OF | UTILITY SERVICE 6915 ARMAR RD | PARK & RECREATION FAC | 142.38 |
| | MARYSVILLE, CITY OF | | PARK & RECREATION FAC | 189.90 |
| | MARYSVILLE, CITY OF | UTILITY SERVICE 6915 ARMAR RD IRR | PARK & RECREATION FAC | 197.57 |
| | MARYSVILLE, CITY OF | UTILITY SERVICE 6915 ARMAR RD | PARK & RECREATION FAC | 212.16 |
| | MARYSVILLE, CITY OF | UTILITY SERVICE 6915 ARMAR RD IRR | PARK & RECREATION FAC | 220.67 |
| | MARYSVILLE, CITY OF | UTILITY SERVICE 6915 ARMAR RD | PARK & RECREATION FAC | 289.02 |
| | MARYSVILLE, CITY OF | UTILITY SERVICES 5315 64STH ST NE | PARK & RECREATION FAC | 906.00 |
| | MARYSVILLE, CITY OF | UTILITY SERVICE 6915 ARMAR RD | PARK & RECREATION FAC | 1,688.34 |
| 148991 | MIKE PERRY & DESIREE | UB REFUND | WATER/SEWER OPERATION | 47.04 |
| 148992 | MILLER LAINE | UB REFUND TNT ROCHON | GARBAGE | 70.24 |
| 148993 | MODERN MACHINERY CO, | REPLACED PANELS, TRACK PADS, SEALS | EQUIPMENT RENTAL | 21,977.18 |
| 148994 | MOSALSKY, TANNA | MEALS FOR INTERVIEW PANEL | POLICE ADMINISTRATION | 66.22 |
| 148995 | MOTOR TRUCKS | TRUCK LITE TAIL LIGHT WIRING PIGTAIL | ER&R | 25.01 |
| | MOTOR TRUCKS | DRIVE AXLE SLACK ADJSTS #652 | EQUIPMENT RENTAL | 509.03 |
| 148996 | MOUNTAIN MIST | WATER COOLER/BOTTLED WATER | WASTE WATER TREATMENT | 19.01 |
| | MOUNTAIN MIST | | SOLID WASTE OPERATIONS | 19.02 |
| | MOUNTAIN MIST | | SEWER MAIN COLLECTION | 19.02 |
| 148997 | MYERS, JESSA | TRACK & FIELD CAMP WITHDRAW | PARKS-RECREATION | 95.00 |
| | MYERS, JESSA | ART & CRAFT WITHDRAWAL | PARKS-RECREATION | 99.00 |
| | MYERS, JESSA | GREEN THUMB GARDENERS WITHDRAW | PARKS-RECREATION | 106.00 |
| | MYERS, JESSA | WIZARDING WONDERS WITHDRAW | PARKS-RECREATION | 145.00 |
| 148998 | NAPA AUTO PARTS | FUEL FILTERS FOR #M015 | EQUIPMENT RENTAL | 35.91 |
| | NAPA AUTO PARTS | DISTRIBUTOR CAPS FOR #336 | EQUIPMENT RENTAL | 60.74 |

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|--------------|----------------------|--------------------------------------|----------------------------|--------------------|
| 148998 | NAPA AUTO PARTS | WINDSHIELD SEALER #J030 | EQUIPMENT RENTAL | 76.70 |
| | NAPA AUTO PARTS | PERMATEX GLASS SCRAPERS | EQUIPMENT RENTAL | 371.58 |
| 148999 | NC MACHINERY COMPANY | AIR/OIL FILTER, FUEL/WATER SEPARATOR | ER&R | 151.37 |
| 149000 | NORDSTROM, DANIEL | CREDIT NORDSTROM WEDDING | GENERAL FUND | 500.00 |
| 149001 | NORTH COUNTY OUTLOOK | ADVERTISEMENT CLASS OF 2021 | EXECUTIVE ADMIN | 300.00 |
| 149002 | NORTH SOUND EMERG | INMATE MEDICAL CARE | DETENTION & CORRECTION | 835.00 |
| 149003 | NORTH SOUND HOSE | EPOXY, SEAL-PAX TANK REPAIR | WASTE WATER TREATMENT | 58.71 |
| 149004 | NORTHWESTERN AUTO | REMOVAL OF GRAPHICS #J004 | EQUIPMENT RENTAL | 800.08 |
| 149005 | OFFICE DEPOT | PAPER PAD | CITY CLERK | 2.99 |
| | OFFICE DEPOT | WATER/COPY PAPER | CITY COUNCIL | 14.84 |
| | OFFICE DEPOT | VERTICAL ERGO MOUSE | CITY CLERK | 43.71 |
| | OFFICE DEPOT | WATER/COPY PAPER | FINANCE-GENL | 69.93 |
| 149006 | OLDCASTLE | ELECTRICAL VAULT LID | WASTE WATER TREATMENT | 1,298.26 |
| 149007 | OREILLY AUTO PARTS | CATALYTIC CONVERTER/PIPE ASSY | EQUIPMENT RENTAL | 621.77 |
| | OREILLY AUTO PARTS | CATALYTIC CONVERTER/PIPE ASSY #531 | EQUIPMENT RENTAL | 621.77 |
| 149008 | PACIFIC GOLF & TURF | CABLE, RIM AND WHEEL #W024 | SMALL ENGINE SHOP | 195.38 |
| 149009 | PARTICLE TECHNOLOGY | PARTICLE/STANDARD IMAGE ANALYSIS | WASTE WATER TREATMENT | 802.50 |
| | PARTICLE TECHNOLOGY | STATIC IMAGE ANALYSIS | WASTE WATER TREATMENT | 802.50 |
| 149010 | PEACE OF MIND | 5/24 COUNCIL MEETING MINUTES | CITY CLERK | 85.00 |
| 149011 | PGC INTERBAY LLC | CEDARCREST GOLF COURSE | PRO-SHOP | 98.00 |
| | PGC INTERBAY LLC | | PRO-SHOP | 100.00 |
| | PGC INTERBAY LLC | | PRO-SHOP | 120.95 |
| | PGC INTERBAY LLC | | PRO-SHOP | 154.48 |
| | PGC INTERBAY LLC | | PRO-SHOP | 191.85 |
| | PGC INTERBAY LLC | | MAINTENANCE | 253.82 |
| | PGC INTERBAY LLC | | PRO-SHOP | 713.00 |
| | PGC INTERBAY LLC | | PRO-SHOP | 988.87 |
| | PGC INTERBAY LLC | | PRO-SHOP | 1,171.26 |
| | PGC INTERBAY LLC | | MAINTENANCE | 1,345.17 |
| | PGC INTERBAY LLC | | MAINTENANCE | 1,639.17 |
| | PGC INTERBAY LLC | | GOLF COURSE | 5,838.52 |
| | PGC INTERBAY LLC | GOLF COURSE MAINTENANCE/PROSHOP | PRO-SHOP | 11,773.18 |
| | PGC INTERBAY LLC | | MAINTENANCE | 17,269.89 |
| 149012 | PILCHUCK RENTALS | KWIK LOADER | STORM DRAINAGE | 114.73 |
| | PILCHUCK RENTALS | BRISTLE BRUSH, PADDLE SWEEPER | PARK & RECREATION FAC | 666.71 |
| | PILCHUCK RENTALS | KOMBI POWER HEAD, GRASS LINETRIMMER | STORM DRAINAGE | 918.08 |
| 149013 | POTTERY NOOK, THE | INSTRUCTOR SERVICES | RECREATION SERVICES | 48.00 |
| 149014 | PROVIDENCE EVERETT M | INMATE MEDICAL CARE | DETENTION & CORRECTION | 3,536.48 |
| 149015 | PUBLIC SAFETY PSYCHO | PRE-EMPLOYMENT SCREENING | POLICE ADMINISTRATION | 410.00 |
| 149016 | PUD | ACCT #205026479 | STREET LIGHTING | 1.41 |
| | PUD | ACCT #204584361 | STREET LIGHTING | 2.02 |
| | PUD | ACCT #205283641 | STREET LIGHTING | 10.61 |
| | PUD | ACCT #201346665 | SEWER LIFT STATION | 17.58 |
| | PUD | ACCT #204259469 | TRAFFIC CONTROL DEVICES | 17.58 |
| | PUD | ACCT #204260343 | TRAFFIC CONTROL DEVICES | 17.58 |
| | PUD | ACCT #200061463 | PARK & RECREATION FAC | 17.92 |
| | PUD | ACCT #205195373 | PARK & RECREATION FAC | 18.14 |
| | PUD | ACCT #205481823 | GOLF ADMINISTRATION | 18.14 |
| | PUD | ACCT #204262620 | TRAFFIC CONTROL DEVICES | 18.71 |
| | PUD | ACCT #200501617 | TRANSPORTATION | 23.30 |
| | PUD | ACCT #200973956 | SEWER LIFT STATION | 23.65 |
| | PUD | ACCT #205026479 | STREET LIGHTING | 28.26 |
| | PUD | ACCT #202011813 | PUMPING PLANT | 29.14 |
| | PUD | ACCT #204829691 | STREET LIGHTING | 32.26 |
| | PUD | ACCT #201142155 | TRANSPORTATION | 37.40 |
| | PUD | ACCT #204584361 | STREET LIGHTING | 40.40 |
| | PUD | ACCT #200660439 | STREET LIGHTING | 42.61 |
| | PUD | ACCT #200448801 Item 3 - 6 | TRANSPORTATION | 47.75 |

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| 149016 | PUD | ACCT #202294245 | SEWER LIFT STATION | 49.15 |
| | PUD | ACCT #203500020 | STREET LIGHTING | 50.21 |
| | PUD | ACCT #221610405 | STREET LIGHTING | 51.24 |
| | PUD | ACCT #203996343 | STREET LIGHTING | 61.04 |
| | PUD | ACCT #222664310 | TRANSPORTATION | 63.33 |
| | PUD | ACCT #222664740 | TRANSPORTATION | 70.16 |
| | PUD | ACCT #221115934 | MAINT OF GENL PLANT | 71.22 |
| | PUD | ACCT #202303301 | SEWER LIFT STATION | 76.53 |
| | PUD | ACCT #202524690 | PUMPING PLANT | 83.22 |
| | PUD | ACCT #220681340 | STORM DRAINAGE | 93.42 |
| | PUD | PUD DEERING WILDFLOWER 5/13-6/10/21 | PARK & RECREATION FAC | 102.18 |
| | PUD | ACCT #222663973 | TRANSPORTATION | 103.01 |
| | PUD | ACCT #201628880 | WASTE WATER TREATMENT | 112.59 |
| | PUD | ACCT #203291216 | GENERAL | 114.26 |
| | PUD | ACCT #201909637 | SEWER LIFT STATION | 117.12 |
| | PUD | ACCT #202576112 | STREET LIGHTING | 122.38 |
| | PUD | ACCT #222025900 | PUMPING PLANT | 136.95 |
| | PUD | ACCT #220020531 | STREET LIGHTING | 181.27 |
| | PUD | ACCT #203344585 | STREET LIGHTING | 203.39 |
| | PUD | ACCT #202604203 | STREET LIGHTING | 209.07 |
| | PUD | ACCT #201587284 | WASTE WATER TREATMENT | 472.63 |
| | PUD | ACCT #201675634 | WASTE WATER TREATMENT | 484.01 |
| | PUD | ACCT #202177333 | MAINT OF GENL PLANT | 742.19 |
| | PUD | ACCT #200021871 | COURT FACILITIES | 936.90 |
| | PUD | ACCT #201617479 | CITY HALL | 1,012.84 |
| | PUD | ACCT #202882098 | STREET LIGHTING | 1,080.06 |
| | PUD | ACCT #202576112 | STREET LIGHTING | 2,447.58 |
| | PUD | ACCT #202604203 | STREET LIGHTING | 4,181.45 |
| | PUD | ACCT #202882098 | STREET LIGHTING | 21,601.23 |
| 149017 | PUMP INDUSTRIES, INC | CREDIT INVOICE #90861 | PUMPING PLANT | -1,218.11 |
| | PUMP INDUSTRIES, INC | EDWARD SPRINGS OUTLET SAMPLE PUMP | PUMPING PLANT | 1,218.11 |
| | PUMP INDUSTRIES, INC | | PUMPING PLANT | 1,331.39 |
| 149018 | RADIA INC PS | INMATE MEDICAL CARE | DETENTION & CORRECTION | 30.00 |
| | RADIA INC PS | | DETENTION & CORRECTION | 200.00 |
| 149019 | ROBERTS JR, JOHN W | UB REFUND | WATER/SEWER OPERATION | 85.29 |
| 149020 | ROY ROBINSON | BRAKE PAD KIT FLEET INVENTORY | ER&R | 151.16 |
| | ROY ROBINSON | POWER BRAKE BOOSTER #P157 | EQUIPMENT RENTAL | 245.76 |
| 149021 | SANMIGUEL, TARALEE | TRAINING | POLICE TRAINING-FIREARMS | 274.50 |
| 149022 | SCHMAUS, HUNTER W | UB REFUND | WATER/SEWER OPERATION | 32.05 |
| 149023 | SCORE | INMATE HOUSING MAY | DETENTION & CORRECTION | 11,503.00 |
| 149024 | SEATTLE TIMES, THE | SUBSCRIPTION 5/24-8/22/21 | EXECUTIVE ADMIN | 10.40 |
| 149025 | SHRED-IT US | SHREDDING | OFFICE OPERATIONS | 59.28 |
| 149026 | SISKUN POWER EQUIPME | WEED EATER PARTS | SMALL ENGINE SHOP | 180.42 |
| 149027 | SNO CO PROSECUTING | EXTRADITION OF INMATE | DETENTION & CORRECTION | 545.00 |
| 149028 | SNO CO PUBLIC WORKS | SOLID WASTE FOR MAY 2021 | SOLID WASTE OPERATIONS | 170,878.00 |
| 149029 | SNO CO TREASURER | CRIME VICTIM/WITNESS FUNDS | CRIME VICTIM | 823.05 |
| 149030 | SNO CO TREASURER | SNO COUNTY JAIL HOUSING MAY | DETENTION & CORRECTION | 94,327.94 |
| 149031 | SOLID WASTE SYSTEMS | ARM LIFT CYLINDER KIT #J031 | EQUIPMENT RENTAL | 1,026.84 |
| | SOLID WASTE SYSTEMS | RELAY AND TIMER ASSEMBLY J024 | EQUIPMENT RENTAL | 1,304.46 |
| | SOLID WASTE SYSTEMS | REPLACE HYDR CYLND & HOSES #J024 | EQUIPMENT RENTAL | 18,572.20 |
| 149032 | STABBERT, RICHARD | UB REFUND | WATER/SEWER OPERATION | 231.69 |
| 149033 | STAPLES | 11X17 COPY PAPER | COMMUNITY CENTER | 15.37 |
| 149034 | STATE PATROL | FINGERPRINT ID SERVICES | INTERGOVERNMENTAL | 371.00 |
| | STATE PATROL | ACCESS USER FEE | OFFICE OPERATIONS | 600.00 |
| 149035 | SUTTON, JENNETTE | PERDIEM TRAVEL, COPIES | LEGAL - PROSECUTION | 17.06 |
| 149036 | SWANK MOTION PICTURE | LICENSING FOR SUMMER MOVIES | RECREATION SERVICES | 1,655.00 |
| 149037 | SYSAVATH, DEREK & MA | UB REFUND | GARBAGE | 261.86 |
| 149038 | THOMAS, EMILY | | WATER/SEWER OPERATION | 28.88 |

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| 149039 | THYSSENKRUPP ELEVATOR | ELEVATOR MAINT 6/1 - 6/30/21 PUBLIC SAFETY | PUBLIC SAFETY BLDG | 335.50 |
| | THYSSENKRUPP ELEVATOR | ELEVATOR MAINT 6/1-6/30-21 CITY HALL | CITY HALL | 335.50 |
| 149040 | TIMEMARK INCORPORATE | TAPE, WEBBING, CABLE, CLAMP, END PLUGS | TRANSPORTATION | 423.58 |
| 149041 | TINSLEY, EDWARD | CDL PHYSICAL | SOLID WASTE OPERATIONS | 92.00 |
| 149042 | TOKAY SOFTWARE | SUPPORT NAVIGATOR II | WATER CROSS CNTL | 530.00 |
| 149043 | TOWNER, CHRISTOPHER | UB REFUND | WATER/SEWER OPERATION | 28.93 |
| 149044 | TRUE NORTH EQUIPMENT | RETAINER PINS/FRIGHT FOR FLEET INV. | ER&R | 56.30 |
| 149045 | TYLER TECHNOLOGIES | PW & PS EXECUTIME IMPLEMENTATION | UTIL ADMIN | 1,110.00 |
| | TYLER TECHNOLOGIES | | NON-DEPARTMENTAL | 1,110.00 |
| | TYLER TECHNOLOGIES | DASHBOARD ANNUAL MAINTENANCE | COMPUTER SERVICES | 2,134.32 |
| 149046 | UNITED PARCEL SERVICE | SHIPPING | POLICE PATROL | 61.52 |
| 149047 | UNITED RECYCLING | DEBRIS REMOVAL - BAXTER | NON-DEPARTMENTAL | 683.64 |
| 149048 | VEGA AMERICAS, INC | VEGAPULS C11, MOUNTING BRACKET | WATER FILTRATION PLANT | 1,070.05 |
| 149049 | VILLA, RORY | UB REFUND | WATER/SEWER OPERATION | 162.62 |
| 149050 | WA STATE TREASURER | PUB SAFETY & BLDG REVENUE MAY 2021 | INTERGOVERNMENTAL | 276.50 |
| | WA STATE TREASURER | | GENERAL FUND | 45,252.55 |
| 149051 | WASTE MANAGEMENT | MEDICAL WASTE DISPOSAL SERVICE | STORM DRAINAGE | 131.49 |
| 149052 | WAXIE SANITARY SUPPLY | JANITORIAL SUPPLIES | CUSTODIAL SERVICES | 432.17 |
| | WAXIE SANITARY SUPPLY | BLACK MIX - PARKS GARBAGE BAGS | PARK & RECREATION FAC | 857.61 |
| 149053 | WELSH COMMISSIONING | MEETINGS-COMMISSIONING/HVAC & LIGHTING | CAPITAL EXPENDITURES | 1,728.00 |
| 149054 | WESTERN SYSTEMS | ROOT DAWG NOZZLE | SEWER MAIN COLLECTION | 896.26 |
| 149055 | WHISTLE WORKWEAR | UNIFORM/BOOTS/RAINBOOTS - MARKHAM | PARK & RECREATION FAC | 174.87 |
| | WHISTLE WORKWEAR | PANTS/BOOTS/RUBBER BOOTS-MORGAN | PARK & RECREATION FAC | 200.56 |
| | WHISTLE WORKWEAR | PANTS/BOOTS/RUBBER BOOTS - MORGAN | PARK & RECREATION FAC | 256.91 |
| | WHISTLE WORKWEAR | UNIFORM/BOOTS/RAINBOOTS - MARKHAM | PARK & RECREATION FAC | 286.56 |
| 149056 | WHITE CAP CONSTRUCT | 50LB BAG REPAIR JETSET | ROADWAY MAINTENANCE | 37.92 |
| 149057 | WIDE FORMAT COMPANY | MONTHLY CHARGE FOR JUNE 2021 | UTIL ADMIN | 130.07 |
| 149058 | ZELINSKI, SAMUEL & A | UB REFUND | WATER/SEWER OPERATION | 23.61 |
| 149059 | ZIPLY FIBER | ACCT #3606577495 | STREET LIGHTING | 53.45 |
| | ZIPLY FIBER | ACCT #3606583635 | COMMUNITY | 61.69 |
| | ZIPLY FIBER | | UTIL ADMIN | 61.70 |
| | ZIPLY FIBER | ACCT #3606583136 | MUNICIPAL COURTS | 74.13 |
| | ZIPLY FIBER | ACCT #3606582766 | MUNICIPAL COURTS | 89.56 |

WARRANT TOTAL: 3,421,074.87

LESS VOIDED CHECK #128466 CHECK LOST/DAMAGED (\$70.24)

REASON FOR VOIDS:

INITIATOR ERROR

WARRANT TOTAL: \$3,421,004.63

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 **\$3,421,004.63 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 148897 THROUGH 149059 WITH CHECK NUMBER 128466 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 **12th DAY OF JULY 2021.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

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Index #4

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 12, 2021

| | | |
|---|-----------------|-----|
| 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 30, 2021 claims in the amount of \$1,358,436.49 paid by EFT transactions and Check No.'s 149060 through 149195. |
| 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 **\$1,358,436.49 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 149060 THROUGH 149195**, 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 **12th DAY OF JULY 2021.**

COUNCIL MEMBER

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**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/30/2021 TO 6/30/2021

| <u>CHK #</u> | <u>VENDOR</u> | <u>ITEM DESCRIPTION</u> | <u>ACCOUNT DESCRIPTION</u> | <u>ITEM AMOUNT</u> |
|--------------|----------------------|--|----------------------------|--------------------|
| 149060 | TRIMAXX CONSTRUCTION | PAY ESTIMATE #2 | GMA-PARKS | 601,938.31 |
| 149061 | PREMERA BLUE CROSS | CLAIMS PAID 6/20 - 6/26/21 | MEDICAL CLAIMS | 69,332.67 |
| 149062 | *AL'S TRUCK* | COUPLER MALE/FEMALE, ADAPTERS, ASSY | MAINT OF GENL PLANT | 110.18 |
| 149063 | ABOU-ZAKI, KAMAL | INTERPRETER SERVICES | COURTS | 100.00 |
| 149064 | ACLARA TECHNOLOGIES | SERIES 3420 WATER MTU'S | WATER SERVICE INSTALL | 71,980.61 |
| 149065 | AMAZON CAPITAL | CALCULATOR RIBBON | FINANCE-GENL | 4.93 |
| | AMAZON CAPITAL | STICKY NOTES | FINANCE-GENL | 8.73 |
| | AMAZON CAPITAL | STOPWATCH | RECREATION SERVICES | 15.29 |
| | AMAZON CAPITAL | METAL DISTRIBUTION D RINGS | COMPUTER SERVICES | 38.91 |
| | AMAZON CAPITAL | SUPPLIES | POLICE INVESTIGATION | 49.17 |
| | AMAZON CAPITAL | | POLICE INVESTIGATION | 51.43 |
| | AMAZON CAPITAL | VERILUX SMART LIGHT-EYE STRAIN | COMMUNITY | 54.64 |
| | AMAZON CAPITAL | PAPER CUTTER | COMPUTER SERVICES | 62.08 |
| | AMAZON CAPITAL | DELL BLUETOOTH MOUSE, FILE JACKETS | FINANCE-GENL | 68.02 |
| | AMAZON CAPITAL | SUPPLIES | POLICE INVESTIGATION | 72.12 |
| | AMAZON CAPITAL | TRUCK HITCH STEP | ROADWAY MAINTENANCE | 83.06 |
| | AMAZON CAPITAL | INMATE MEALS | DETENTION & CORRECTION | 93.48 |
| | AMAZON CAPITAL | SUPPLIES | COMMUNITY SERVICES UNIT | 96.95 |
| | AMAZON CAPITAL | UNIFORM POUCH | POLICE PATROL | 169.80 |
| | AMAZON CAPITAL | PHONE WALL MOUNTS | IS REPLACEMENT ACCOUNTS | 203.28 |
| | AMAZON CAPITAL | 3 WIRELESS KEYBOARD AND MOUSE SET | COMMUNITY | 245.46 |
| | AMAZON CAPITAL | OFFICE SUPPLIES | COMPUTER SERVICES | 309.19 |
| | AMAZON CAPITAL | SANDPAPER GRIP | POLICE PATROL | 327.60 |
| | AMAZON CAPITAL | SURFACE PRO PEN | COMPUTER SERVICES | 531.58 |
| 149066 | AMERICAN CLEANERS | DRY CLEANING | POLICE PATROL | 40.66 |
| | AMERICAN CLEANERS | | DETENTION & CORRECTION | 41.15 |
| | AMERICAN CLEANERS | | POLICE ADMINISTRATION | 114.28 |
| 149067 | ANDERSON, KRISTEN | PROTEM SERVICE 6/17/21 | MUNICIPAL COURTS | 185.00 |
| | ANDERSON, KRISTEN | PROTEM SERVICES 6/7 - 6/9/21 & 6/11/21 | MUNICIPAL COURTS | 1,480.00 |
| 149068 | ARAMARK UNIFORM | UNIFORM CLEANING | SMALL ENGINE SHOP | 6.56 |
| | ARAMARK UNIFORM | | SMALL ENGINE SHOP | 6.56 |
| | ARAMARK UNIFORM | | EQUIPMENT RENTAL | 58.14 |
| | ARAMARK UNIFORM | | EQUIPMENT RENTAL | 58.14 |
| | ARAMARK UNIFORM | LINEN SERVICE - OPERA HOUSE | OPERA HOUSE | 112.14 |
| | ARAMARK UNIFORM | | OPERA HOUSE | 118.50 |
| | ARAMARK UNIFORM | | OPERA HOUSE | 118.50 |
| | ARAMARK UNIFORM | | OPERA HOUSE | 394.81 |
| 149069 | ARLINGTON MACHINE & | HANDLES FOR VACTOR | WATER DIST MAINS | 273.00 |
| 149070 | BANK OF AMERICA | TESTING FEE'S | POLICE PATROL | 350.00 |
| 149071 | BILLING DOCUMENT SPE | BILL PRINTING SERVICE 6/7 - 6/14/21 | UTILITY BILLING | 1,883.08 |
| | BILLING DOCUMENT SPE | BILL PRINTING 6/16 - 6/21/21 | UTILITY BILLING | 2,052.57 |
| 149072 | BLUE MARBLE ENV | MULTIFAMILY CLEAN RECYCLING PROJECT | SOLID WASTE OPERATIONS | 5,801.52 |
| 149073 | BLUETARP FINANCIAL | PAVING BREAKER | ROADWAY MAINTENANCE | 2,970.77 |
| 149074 | BRUTUS ASSOCIATES | UB REFUND - 15223 51ST AVE NE 98271 | WATER/SEWER OPERATION | 200.75 |
| 149075 | BUILDERS EXCHANGE | PUBLISH PROJECTS ONLINE | GENL GVRNMNT SERVICES | 45.00 |
| 149076 | CARDWELL, IRATXE | INTERPRETER SERVICE 1A0056183 | COURTS | 100.00 |
| 149077 | CASCADE NATURAL GAS | NATURAL GAS 5/14-6/15/21 | WATER FILTRATION PLANT | 440.84 |
| 149078 | CENTRAL WELDING SUPP | MICOR FLEX LATEX GLOVES | ER&R | 1,426.37 |
| 149079 | COASTAL FARM & HOME | UNIFORM REPLACEMENT - HUDON | GENERAL | 122.36 |
| 149080 | CODE PUBLISHING | ORDINANCE 3168, 3182, 3183, NEW PAGES | CITY CLERK | 389.30 |
| 149081 | COONS, DAVID & WHITN | UB REFUND | WATER/SEWER OPERATION | 250.93 |
| 149082 | COPIERS NORTHWEST | DEPARTMENTAL CANON PRINTER/COPIER | PROPERTY TASK FORCE | 44.11 |
| | COPIERS NORTHWEST | | GENERAL | 104.26 |
| | COPIERS NORTHWEST | | LEGAL - PROSECUTION | 142.81 |
| | COPIERS NORTHWEST | | PROBATION | 147.85 |
| | COPIERS NORTHWEST | | WASTE WATER TREATMENT | 152.62 |
| | COPIERS NORTHWEST | | ENGR-GENL | 160.48 |
| | COPIERS NORTHWEST | | UTILITY BILLING | 171.60 |

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| 149082 | COPIERS NORTHWEST | DEPARTMENTAL CANON PRINTER/COPIER | CITY CLERK | 191.40 |
| | COPIERS NORTHWEST | | FINANCE-GENL | 191.40 |
| | COPIERS NORTHWEST | | EXECUTIVE ADMIN | 195.62 |
| | COPIERS NORTHWEST | | DETENTION & CORRECTION | 244.67 |
| | COPIERS NORTHWEST | | MUNICIPAL COURTS | 260.64 |
| | COPIERS NORTHWEST | | POLICE INVESTIGATION | 265.77 |
| | COPIERS NORTHWEST | | POLICE PATROL | 286.08 |
| | COPIERS NORTHWEST | | PARK & RECREATION FAC | 347.26 |
| | COPIERS NORTHWEST | | UTIL ADMIN | 384.09 |
| | COPIERS NORTHWEST | | COMMUNITY | 477.46 |
| | COPIERS NORTHWEST | | PERSONNEL ADMINISTRATION | 594.50 |
| | COPIERS NORTHWEST | | OFFICE OPERATIONS | 707.45 |
| 149083 | CORE & MAIN LP | GATE VALVES-BO REPAIR | WATER DIST MAINS | 758.28 |
| 149084 | COSTLESS SENIOR SRVC | INMATE MEDICATION | DETENTION & CORRECTION | 248.00 |
| 149085 | COUNTRY GREEN TURF | TURF-OLYMPIC VIEW | PARK & RECREATION FAC | 31.45 |
| | COUNTRY GREEN TURF | TURF - OLYMPIC VIEW | PARK & RECREATION FAC | 62.90 |
| 149086 | CTS LANGUAGE LINK | INTERPRETER SERVICE | COURTS | 21.03 |
| 149087 | DAILY JOURNAL OF COM | LEGAL ADVERTISEMENT | GMA-PARKS | 189.20 |
| | DAILY JOURNAL OF COM | PICKLEBALL 6/10 & 6/17/21 | GMA-PARKS | 597.70 |
| 149088 | DANNER, JEREMY | UB REFUND | WATER/SEWER OPERATION | 33.54 |
| 149089 | DAY & NITE PLUMBING | REFUND MECHANICAL PERMIT | NON-BUS LICENSES AND | 70.00 |
| 149090 | DELL | MONITORS | IS REPLACEMENT ACCOUNTS | 955.44 |
| 149091 | DIGITAL DOLPHIN SUPP | TONER | POLICE ADMINISTRATION | 182.37 |
| 149092 | DMH INDUSTRIAL | SUNNYSIDE PUMP #2 REBUILD | SEWER LIFT STATION | 2,053.26 |
| 149093 | DOBBS PETERBILT | SILVERBACK 3030 SPRING BRAKE | ER&R | 155.03 |
| 149094 | E&E LUMBER | RETURN 1 DOUGLAS FIR | SIDEWALK MAINTENANCE | -3.63 |
| | E&E LUMBER | MISC FASTENERS #M011 | WATER DIST MAINS | 4.77 |
| | E&E LUMBER | MISC. FASTENERS | UTIL ADMIN | 5.22 |
| | E&E LUMBER | PAINT/ PAINTER | ROADSIDE VEGETATION | 20.94 |
| | E&E LUMBER | PRIVACY KNOB FOR SANITATION RESTROOM | SOLID WASTE OPERATIONS | 26.22 |
| | E&E LUMBER | PIPE, COUPLING, PRIMER, ADAPTERS | PARK & RECREATION FAC | 52.89 |
| | E&E LUMBER | TORCH BLADE, FASTENERS, NUT DRIVERS | PARK & RECREATION FAC | 66.72 |
| | E&E LUMBER | TAPE, NAILS, DOUGLAS FIR | SIDEWALK MAINTENANCE | 168.15 |
| | E&E LUMBER | REPAIR ITEMS FOR STRAWBERRY FIELD | PARK & RECREATION FAC | 236.53 |
| 149095 | EAST JORDAN IRON WORKS | REPLACEMENT BOLT DOWN GRATES | STORM DRAINAGE | 367.44 |
| 149096 | ECOLOGY, DEPT. OF | INTERIOR PACIFIC PROJECT | NON-DEPARTMENTAL | 1,996.32 |
| 149097 | EVERETT TIRE & AUTO | TIRES FLEET INVENTORY | ER&R | 795.67 |
| 149098 | EVERETT, CITY OF | LAB ANALYSIS | WASTE WATER TREATMENT | 912.60 |
| 149099 | EVERETT, CITY TREAS | WATER FILTRATION SERVICE 4/30-5/28/21 | SOURCE OF SUPPLY | 225,190.50 |
| 149100 | FASTENAL COMPANY | BOND SEAL | PARK & RECREATION FAC | 27.96 |
| 149101 | FEDEX | DIRECT SIGN, PPD ALPHA TECHNOLOGIES | TRANSPORTATION | 55.33 |
| 149102 | FLORIAN, ADRIAN | INTERPRETER SERVICE | COURTS | 100.00 |
| 149103 | FOREMOST PROMOTIONS | GOODY BAG SUPPLIES | CRIME PREVENTION | 201.63 |
| 149104 | GALLS, LLC | UNIFORM - SCAIRPON | POLICE ADMINISTRATION | 5.52 |
| | GALLS, LLC | | POLICE ADMINISTRATION | 97.05 |
| | GALLS, LLC | | POLICE ADMINISTRATION | 122.40 |
| | GALLS, LLC | TACTICAL EAR GADGET MOLD | DETENTION & CORRECTION | 216.03 |
| | GALLS, LLC | UNIFORM - NEW HIRE | POLICE PATROL | 289.11 |
| | GALLS, LLC | UNIFORM - MYKLEBY | DETENTION & CORRECTION | 320.61 |
| | GALLS, LLC | UNIFORM - LAWLESS | POLICE ADMINISTRATION | 429.40 |
| | GALLS, LLC | UNIFORM - GIBBS | DETENTION & CORRECTION | 578.14 |
| 149105 | GOVCONNECTION INC | PRINTER FOR STILLY/SUNNYSIDE | WATER FILTRATION PLANT | 302.76 |
| | GOVCONNECTION INC | | SUNNYSIDE FILTRATION | 302.76 |
| | GOVCONNECTION INC | GFI LANGUARD LICENSES | COMPUTER SERVICES | 400.69 |
| 149106 | GRAINGER | HEX NUT - GOODWIN HYPO SYSTEM | PUMPING PLANT | 5.65 |
| | GRAINGER | CLAMPS/PIPES - GOODWIN HYPO SYSTEM | PUMPING PLANT | 71.27 |
| 149107 | GRAYBAR ELECTRIC CO | CYCLONE LIGHTING | STREET LIGHTING | 5,310.29 |
| 149108 | GREEN DOT CONCRETE | CONCRETE MIX Item 4 - 4 | SIDEWALK MAINTENANCE | 214.50 |

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|--------------|----------------------|------------------------------------|----------------------------|--------------------|
| 149109 | GREEN, EDWARD & CARO | UB REFUND - 4404 148TH ST NE | GARBAGE | 25.33 |
| 149110 | GREENHAUS PORTABLE | PORTABLE RESTROOM-CEDARCREST | RECREATION SERVICES | 205.00 |
| | GREENHAUS PORTABLE | PORTABLE RESTROOM-MPHS | RECREATION SERVICES | 390.00 |
| 149111 | GRIFFEN, CHRIS | PROFESSIONAL SERVICE | PUBLIC DEFENSE | 225.00 |
| | GRIFFEN, CHRIS | | PUBLIC DEFENSE | 300.00 |
| 149112 | GRIFFIN, STEVE & RHO | UB REFUND | WATER/SEWER OPERATION | 86.76 |
| 149113 | HARBOR FREIGHT TOOLS | CUTTERS, PLIERS, WIRE STRIPPERS | METER READING | 160.56 |
| 149114 | HBLE LLC | SERGEANT FLAPS | POLICE PATROL | 45.05 |
| 149115 | HINDES, SAMANTHA | REFUND - ULTIMATE SPORTS | PARKS-RECREATION | 95.00 |
| 149116 | HYLARIDES, LETTIE | INTERPRETER SERVICE | COURTS | 150.00 |
| 149117 | J. THAYER COMPANY | OFFICE SUPPLIES | WATER DIST MAINS | 40.92 |
| | J. THAYER COMPANY | | WATER DIST MAINS | 437.43 |
| 149118 | JOHNSON, MARTIN J | UB REFUND | GARBAGE | 246.52 |
| 149119 | KEY BANK | CORRECT 4/9/21 FLEX FUND DEPOSIT | GENERAL FUND | 2,669.81 |
| | KEY BANK | CORRECT 5/10/21 FLEX FUND DEPOSIT | GENERAL FUND | 2,669.81 |
| 149120 | KING, SHERRY JO | PROTEM SERVICE 6/7/21 | MUNICIPAL COURTS | 370.00 |
| 149121 | KOEHN, DANIELLE & WI | UB REFUND | WATER/SEWER OPERATION | 104.48 |
| 149122 | KUPRIYANOVA, SVETLAN | INTERPRETER SERVICE | COURTS | 100.00 |
| 149123 | L N CURTIS & SONS | AMMO RELATED | POLICE TRAINING-FIREARMS | 961.84 |
| 149124 | LAMBERTI, JOANNE | UB REFUND | WATER/SEWER OPERATION | 30.33 |
| 149125 | LANGUAGE EXCHANGE | INTERPRETER SERVICE | COURTS | 230.00 |
| 149126 | LASTING IMPRESSIONS | T-SHIRTS FOR VOLLEYBALL CAMP | RECREATION SERVICES | 381.73 |
| | LASTING IMPRESSIONS | T-SHIRTS FOR TRACK CAMP | RECREATION SERVICES | 394.66 |
| | LASTING IMPRESSIONS | MESH CAPS, EMBROIDERED LOGO HATS | ER&R | 1,113.55 |
| 149127 | LEE, JILL | REFUND BARN RENTAL | PARKS-RECREATION | 125.00 |
| 149128 | LENNAR NORTHWEST INC | UB REFUND - 3849 85TH AVE NE 98270 | GARBAGE | 36.64 |
| 149129 | LINDGREN, CONNER | UB REFUND | WATER/SEWER OPERATION | 108.27 |
| 149130 | LOWES HIW INC | WATCHDOG CONTROL VALVE SUMP PUMP | WATER RESERVOIRS | 43.54 |
| 149131 | MANGUNE, ULYSSES L | INTERPRETER SERVICE | COURTS | 162.50 |
| 149132 | MARYSVILLE PRINTING | BUSINESS CARDS - BELL | UTIL ADMIN | 122.88 |
| | MARYSVILLE PRINTING | PRINTING SERVICE | DETENTION & CORRECTION | 549.20 |
| | MARYSVILLE PRINTING | | POLICE PATROL | 1,000.00 |
| 149133 | MARYSVILLE, CITY OF | 7115 GROVE ST | GOLF ADMINISTRATION | 291.66 |
| | MARYSVILLE, CITY OF | 7007 GROVE ST | GOLF ADMINISTRATION | 1,177.44 |
| 149134 | MERIDIAN CENTER ELEC | REFUND ELECTRICAL PERMIT FEE | COMMUNITY DEVELOPMENT | 65.00 |
| 149135 | MIZELL, TARA | MURAL FOR CIVIC CENTER | CAPITAL EXPENDITURES | 197.31 |
| 149136 | MURPHY, CHRISTINE & | UB REFUND | WATER/SEWER OPERATION | 67.39 |
| 149137 | NAPA AUTO PARTS | SENSOR FOR #S003 | EQUIPMENT RENTAL | 39.42 |
| | NAPA AUTO PARTS | FILTERS - FLEET INVENTORY | ER&R | 510.73 |
| 149138 | NATIONAL BARRICADE | DRIVE RIVETS/CORNER BOLTS | GMA-PARKS | 36.24 |
| 149139 | NAVIA BENEFIT | FLEXPLAN FEES - APRIL | PERSONNEL ADMINISTRATION | 149.40 |
| | NAVIA BENEFIT | FLEXPLAN FEES - MARCH | PERSONNEL ADMINISTRATION | 149.40 |
| | NAVIA BENEFIT | FLEXPLAN FEES - MAY | PERSONNEL ADMINISTRATION | 149.40 |
| 149140 | NORTH COAST ELECTRIC | HOFF MS SHROUD-ASH AVE/KELLOGG | SEWER LIFT STATION | 252.68 |
| | NORTH COAST ELECTRIC | | WATER DIST MAINS | 252.68 |
| 149141 | NORTH COUNTY OUTLOOK | FIREWORKS ADVERTISEMENT | EXECUTIVE ADMIN | 375.00 |
| 149142 | NORTHWEST HYDRAULIC | WATERSHED PLANNING SERVICE 5/31/21 | STORM DRAINAGE | 12,730.75 |
| 149143 | OFFICE DEPOT | OFFICE SUPPLIES | COMMUNITY | 5.45 |
| | OFFICE DEPOT | | POLICE PATROL | 7.63 |
| | OFFICE DEPOT | SUPPLIES | POLICE PATROL | 14.98 |
| | OFFICE DEPOT | OFFICE SUPPLIES | ENGR-GENL | 18.57 |
| | OFFICE DEPOT | SUPPLIES | POLICE PATROL | 41.29 |
| | OFFICE DEPOT | OFFICE SUPPLIES | COMMUNITY | 46.66 |
| | OFFICE DEPOT | | POLICE PATROL | 47.63 |
| | OFFICE DEPOT | | COMMUNITY | 50.79 |
| | OFFICE DEPOT | SUPPLIES | POLICE PATROL | 53.66 |
| | OFFICE DEPOT | OFFICE SUPPLIES | POLICE PATROL | 55.72 |
| | OFFICE DEPOT | SUPPLIES | DETENTION & CORRECTION | 60.94 |

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| 149143 | OFFICE DEPOT | OFFICE SUPPLIES | POLICE PATROL | 61.26 |
| | OFFICE DEPOT | | COMMUNITY | 64.09 |
| | OFFICE DEPOT | SUPPLIES | POLICE PATROL | 67.10 |
| | OFFICE DEPOT | OFFICE SUPPLIES | COMMUNITY | 84.36 |
| | OFFICE DEPOT | SUPPLIES | POLICE PATROL | 99.73 |
| | OFFICE DEPOT | OFFICE SUPPLIES | COMMUNITY | 104.91 |
| | OFFICE DEPOT | | COMMUNITY | 112.29 |
| | OFFICE DEPOT | | POLICE PATROL | 130.05 |
| | OFFICE DEPOT | | POLICE PATROL | 144.23 |
| | OFFICE DEPOT | SUPPLIES | POLICE INVESTIGATION | 150.78 |
| | OFFICE DEPOT | OFFICE SUPPLIES | COMMUNITY | 158.00 |
| | OFFICE DEPOT | SUPPLIES | POLICE PATROL | 159.24 |
| | OFFICE DEPOT | OFFICE SUPPLY | UTILITY BILLING | 268.44 |
| | OFFICE DEPOT | OFFICE SUPPLIES | OFFICE OPERATIONS | 360.62 |
| 149144 | OUIMET, IAN | UB REFUND | WATER/SEWER OPERATION | 220.34 |
| 149145 | OWEN EQUIPMENT | SWEEPER PARTS | EQUIPMENT RENTAL | 4,490.11 |
| 149146 | PAC-VAN INC. | STORAGE, RECOVERY FEE | PARK & RECREATION FAC | 110.67 |
| 149147 | PACIFIC GOLF & TURF | BELT-PARKS W024, SHIPPING FEE | SMALL ENGINE SHOP | 279.48 |
| | PACIFIC GOLF & TURF | TIRES - W024 | SMALL ENGINE SHOP | 433.56 |
| 149148 | PACIFIC RIDGE HOMES | REFUND SEPA REVIEW FEE | COMMUNITY DEVELOPMENT | 1,000.00 |
| 149149 | PALAMERICAN SECURITY | SECURITY SERVICES | PROBATION | 1,013.25 |
| | PALAMERICAN SECURITY | | MUNICIPAL COURTS | 3,039.75 |
| 149150 | PARK, MATTHEW | UB REFUND | WATER/SEWER OPERATION | 53.91 |
| 149151 | PAVISH, EDYTHE | | WATER/SEWER OPERATION | 105.50 |
| 149152 | PEACE OF MIND | MEETING MINUTES 6/7 WS & 6/14/21 | CITY CLERK | 278.80 |
| 149153 | PEASLEE, ARTHUR | ELECTRICAL LICENSE RENEWAL | UTIL ADMIN | 137.90 |
| 149154 | PILCHUCK RENTALS | BARRETTO STUMP GRINDER | SIDEWALK MAINTENANCE | 845.65 |
| 149155 | POLICE & SHERIFFS PR | ID CARDS | GENERAL FUND | -12.72 |
| | POLICE & SHERIFFS PR | | POLICE PATROL | 150.93 |
| 149156 | POSTAL SERVICE | POSTAGE FOR MACHINE | COMPUTER SERVICES | 2.25 |
| | POSTAL SERVICE | | EXECUTIVE ADMIN | 29.87 |
| | POSTAL SERVICE | | PERSONNEL ADMINISTRATION | 35.62 |
| | POSTAL SERVICE | | COMMUNITY | 36.31 |
| | POSTAL SERVICE | | PARK & RECREATION FAC | 56.87 |
| | POSTAL SERVICE | | MUNICIPAL COURTS | 204.98 |
| | POSTAL SERVICE | | UTIL ADMIN | 248.22 |
| | POSTAL SERVICE | | LEGAL-GENL | 279.34 |
| | POSTAL SERVICE | | UTILITY BILLING | 949.16 |
| | POSTAL SERVICE | | FINANCE-GENL | 2,157.38 |
| 149157 | PREMIER GOLF CENTERS | MANAGEMENT SERV-JULY GOLF COURSE | GOLF ADMINISTRATION | 9,016.15 |
| 149158 | PUD | ACCT #205136245 | SEWER LIFT STATION | 18.02 |
| | PUD | ACCT #202031134 | PUMPING PLANT | 18.32 |
| | PUD | ACCT #202461034 | UTIL ADMIN | 18.36 |
| | PUD | ACCT #202461026 | MAINT OF GENL PLANT | 19.28 |
| | PUD | ACCT #201672136 | SEWER LIFT STATION | 20.40 |
| | PUD | ACCT #202012589 | PARK & RECREATION FAC | 24.58 |
| | PUD | ACCT #201668043 | PARK & RECREATION FAC | 27.23 |
| | PUD | ACCT #202476438 | SEWER LIFT STATION | 28.74 |
| | PUD | ACCT #202499489 | COMMUNITY EVENTS | 29.60 |
| | PUD | ACCT #202794657 | TRANSPORTATION | 33.46 |
| | PUD | ACCT #202368551 | PARK & RECREATION FAC | 36.09 |
| | PUD | ACCT #202694337 | TRANSPORTATION | 37.11 |
| | PUD | ACCT #203005160 | STREET LIGHTING | 42.24 |
| | PUD | ACCT #220761803 | OPERA HOUSE | 44.32 |
| | PUD | ACCT #202175956 | TRAFFIC CONTROL DEVICES | 46.17 |
| | PUD | ACCT #200571842 | TRANSPORTATION | 48.58 |
| | PUD | ACCT #202288585 | TRANSPORTATION | 54.05 |
| | PUD | ACCT # 222772634 | TRANSPORTATION | 56.52 |

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| 149158 | PUD | ACCT #203199732 | TRANSPORTATION | 57.51 |
| | PUD | ACCT #203430897 | STREET LIGHTING | 58.10 |
| | PUD | ACCT #202368544 | TRANSPORTATION | 60.67 |
| | PUD | ACCT #202426482 | PUBLIC SAFETY BLDG | 61.24 |
| | PUD | ACCT #200790061 | PARK & RECREATION FAC | 66.23 |
| | PUD | ACCT #202000329 | PARK & RECREATION FAC | 76.71 |
| | PUD | ACCT #200625382 | SEWER LIFT STATION | 80.17 |
| | PUD | ACCT #200084036 | TRANSPORTATION | 86.35 |
| | PUD | ACCT #205237738 | TRAFFIC CONTROL DEVICES | 94.52 |
| | PUD | ACCT #205239270 | TRAFFIC CONTROL DEVICES | 109.80 |
| | PUD | ACCT #220761175 | OPERA HOUSE | 118.02 |
| | PUD | ACCT #203223458 | PARK & RECREATION FAC | 128.12 |
| | PUD | ACCT #205419765 | PUBLIC SAFETY BLDG | 149.45 |
| | PUD | ACCT #202309720 | TRAFFIC CONTROL DEVICES | 165.81 |
| | PUD | ACCT #204821227 | TRAFFIC CONTROL DEVICES | 166.15 |
| | PUD | ACCT #221192545 | PUBLIC SAFETY BLDG | 167.72 |
| | PUD | ACCT #201247699 | STREET LIGHTING | 194.28 |
| | PUD | ACCT #200070449 | TRANSPORTATION | 200.16 |
| | PUD | ACCT #200223857 | PARK & RECREATION FAC | 217.90 |
| | PUD | ACCT #201021607 | PARK & RECREATION FAC | 260.11 |
| | PUD | ACCT #201065281 | PARK & RECREATION FAC | 279.93 |
| | PUD | ACCT #220824148 | WASTE WATER TREATMENT | 586.69 |
| | PUD | ACCT #201147253 | PUMPING PLANT | 712.97 |
| | PUD | ACCT #200586485 | SEWER LIFT STATION | 796.59 |
| | PUD | ACCT #201639689 | MAINT OF GENL PLANT | 1,098.27 |
| | PUD | ACCT #200303477 | WATER FILTRATION PLANT | 1,185.05 |
| | PUD | ACCT #200824548 | MAINT OF GENL PLANT | 1,448.80 |
| | PUD | ACCT #201463031 | PUBLIC SAFETY BLDG | 3,205.58 |
| | PUD | ACCT #221320088 | SUNNYSIDE FILTRATION | 3,219.58 |
| | PUD | ACCT #201577921 | PUMPING PLANT | 6,158.40 |
| | PUD | ACCT #201420635 | WASTE WATER TREATMENT | 9,211.19 |
| | PUD | ACCT #202075008 | WASTE WATER TREATMENT | 14,205.18 |
| | PUD | ACCT #201721180 | WASTE WATER TREATMENT | 23,765.51 |
| 149159 | PUGET SOUND SECURITY | KEYS | POLICE PATROL | 17.38 |
| 149160 | REECE TRUCKING | TOP SOIL | SIDEWALK MAINTENANCE | 229.32 |
| 149161 | SAFeway INC. | JAIL SUPPLIES | DETENTION & CORRECTION | 10.91 |
| 149162 | SAFeway INC. | ONGOING SUPPLIES | EXECUTIVE ADMIN | 11.45 |
| 149163 | SAFeway INC. | JAIL SUPPLIES | DETENTION & CORRECTION | 19.64 |
| 149164 | SAFeway INC. | MEETING SUPPLIES | EXECUTIVE ADMIN | 38.92 |
| 149165 | SAFeway INC. | ASSESSOR'S SUPPLIES | POLICE ADMINISTRATION | 47.27 |
| 149166 | SAFeway INC. | JAIL SUPPLIES | DETENTION & CORRECTION | 73.36 |
| 149167 | SAFeway INC. | FAMILY SUPPORT MEETING | EXECUTIVE ADMIN | 141.64 |
| 149168 | SCCIT | 2021 SCCIT MEMBERSHIP - LAYCOCK | ENGR-GENL | 500.00 |
| 149169 | SCOTT, DANIELLE | UB REFUND | WATER/SEWER OPERATION | 24.48 |
| 149170 | SHI INTERNATIONAL | ADOBE ACROBAT LICENSE | POLICE ADMINISTRATION | 32.72 |
| | SHI INTERNATIONAL | | POLICE ADMINISTRATION | 32.73 |
| 149171 | SHRED-IT US | MONTHLY SERVICE | PERSONNEL ADMINISTRATION | 4.56 |
| | SHRED-IT US | RECORD DESTRUCTION | PROBATION | 33.58 |
| | SHRED-IT US | | MUNICIPAL COURTS | 100.76 |
| 149172 | SNO CO TREASURER | INMATE MEDICATIONS FOR MAY | DETENTION & CORRECTION | 8,385.27 |
| 149173 | SOUND PUBLISHING | PUB. OF ORDINANCE 3184, 3185, 3186 | CITY CLERK | 60.20 |
| 149174 | SOUND PUBLISHING | | CITY CLERK | 77.00 |
| 149175 | SOUND PUBLISHING | LEGAL ADVERTISEMENT | ENGR-GENL | 98.00 |
| 149176 | SOUND PUBLISHING | EVERETT HERALD - POOCHELLA | OPERA HOUSE | 211.25 |
| 149177 | SOUND PUBLISHING | LEGAL ADVERTISEMENT | GMA-PARKS | 215.60 |
| 149178 | SOUND PUBLISHING | LEGAL ADS | COMMUNITY | 645.40 |
| 149179 | SOUND SAFETY | UNIFORM REPLACEMENT - TINSLEY | SOLID WASTE OPERATIONS | 218.44 |
| 149180 | STAPLES | OFFICE SUPPLIES | COMMUNITY CENTER | 26.77 |

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/30/2021 TO 6/30/2021

| <u>CHK #</u> | <u>VENDOR</u> | <u>ITEM DESCRIPTION</u> | <u>ACCOUNT DESCRIPTION</u> | <u>ITEM AMOUNT</u> |
|--------------|-----------------------|---------------------------------------|----------------------------|--------------------|
| 149180 | STAPLES | OFFICE SUPPLIES | PERSONNEL ADMINISTRATION | 74.96 |
| | STAPLES | | PERSONNEL ADMINISTRATION | 80.71 |
| | STAPLES | | COMMUNITY CENTER | 122.71 |
| | STAPLES | | MUNICIPAL COURTS | 377.22 |
| 149181 | STATE AUDITORS OFFIC | AUDIT PERIOD 2020 | UTIL ADMIN | 1,385.47 |
| | STATE AUDITORS OFFIC | | NON-DEPARTMENTAL | 1,385.48 |
| 149182 | STRATEGIES 360 | SERVICE FOR APRIL/MAY 2021 | GENERAL | 7,500.00 |
| | STRATEGIES 360 | | WASTE WATER TREATMENT | 7,500.00 |
| | STRATEGIES 360 | | UTIL ADMIN | 10,000.00 |
| 149183 | STRICKFADEN, GARY | UB REFUND | GARBAGE | 10.52 |
| 149184 | SUBURBAN PROPANE | TANK RENTAL | PARK & RECREATION FAC | 65.58 |
| 149185 | SUNNYSIDE NURSERY | 2021 HANGING BASKETS | PARK & RECREATION FAC | 11,948.68 |
| 149186 | TIPPRO LLC | UB REFUND - 3627 152ND ST NE 98271 | WATER/SEWER OPERATION | 116.97 |
| 149187 | TYLER TECHNOLOGIES | PW/PS EXECUTIME IMPLEMENTATION | UTIL ADMIN | 740.00 |
| | TYLER TECHNOLOGIES | | NON-DEPARTMENTAL | 740.00 |
| 149188 | UNITED PARCEL SERVICE | SHIPPING | POLICE PATROL | 44.63 |
| 149189 | VANDERWALKER,M | MILEAGE | POLICE ADMINISTRATION | 62.17 |
| 149190 | WASHINGTON ENERGY SV | REFUND ELECTRICAL PERMIT FEE | COMMUNITY DEVELOPMENT | 50.00 |
| 149191 | WASTE MANAGEMENT | YARD WASTE/RECYCLING FOR JUNE 2021 | RECYCLING OPERATION | 148,156.78 |
| 149192 | WET RABBIT EXPRESS | CAR WASHES | DEVELOPMENT SERVICES | 6.50 |
| | WET RABBIT EXPRESS | | POLICE PATROL | 240.50 |
| 149193 | WHATCOM COUNTY | NW MINI CHAIN | DETENTION & CORRECTION | 10,718.00 |
| 149194 | WHITE CAP CONSTRUCT | MESH STAPLE, JUTE MESH | PARK & RECREATION FAC | 153.75 |
| 149195 | ZIPLY FIBER | LOCAL/LD | CITY CLERK | 10.16 |
| | ZIPLY FIBER | | CRIME PREVENTION | 10.16 |
| | ZIPLY FIBER | | PROPERTY TASK FORCE | 10.16 |
| | ZIPLY FIBER | | SOLID WASTE CUSTOMER | 10.16 |
| | ZIPLY FIBER | | GOLF ADMINISTRATION | 10.16 |
| | ZIPLY FIBER | | PURCHASING/CENTRAL | 10.16 |
| | ZIPLY FIBER | | FACILITY MAINTENANCE | 10.16 |
| | ZIPLY FIBER | | YOUTH SERVICES | 20.32 |
| | ZIPLY FIBER | | WATER QUAL TREATMENT | 30.48 |
| | ZIPLY FIBER | | COMMUNITY SERVICES UNIT | 40.64 |
| | ZIPLY FIBER | | PARK & RECREATION FAC | 40.64 |
| | ZIPLY FIBER | | LEGAL-GENL | 40.64 |
| | ZIPLY FIBER | | GENERAL | 40.64 |
| | ZIPLY FIBER | | STORM DRAINAGE | 40.64 |
| | ZIPLY FIBER | FRONTIER POTS LINES | CITY HALL | 50.68 |
| | ZIPLY FIBER | | POLICE ADMINISTRATION | 50.69 |
| | ZIPLY FIBER | | POLICE PATROL | 50.69 |
| | ZIPLY FIBER | | COMMUNICATION CENTER | 50.69 |
| | ZIPLY FIBER | | UTILITY BILLING | 50.69 |
| | ZIPLY FIBER | | GENERAL | 50.69 |
| | ZIPLY FIBER | | GOLF ADMINISTRATION | 50.69 |
| | ZIPLY FIBER | LOCAL/LD | LEGAL - PROSECUTION | 50.80 |
| | ZIPLY FIBER | | PERSONNEL ADMINISTRATION | 50.80 |
| | ZIPLY FIBER | | EQUIPMENT RENTAL | 50.80 |
| | ZIPLY FIBER | ACCT #3606512517 | STREET LIGHTING | 53.45 |
| | ZIPLY FIBER | ACCT #3606577108 | STREET LIGHTING | 59.53 |
| | ZIPLY FIBER | LOCAL/LD | UTILITY BILLING | 60.96 |
| | ZIPLY FIBER | ACCT #3601970339 | SEWER LIFT STATION | 61.61 |
| | ZIPLY FIBER | PHONE DEERING WILDFLOWER 6/13-7/12/21 | PARK & RECREATION FAC | 61.89 |
| | ZIPLY FIBER | LOCAL/LD | COMPUTER SERVICES | 71.06 |
| | ZIPLY FIBER | | RECREATION SERVICES | 71.12 |
| | ZIPLY FIBER | ACCT #3606596212 | MAINT OF GENL PLANT | 74.13 |
| | ZIPLY FIBER | LOCAL/LD | FINANCE-GENL | 81.28 |
| | ZIPLY FIBER | ACCT# 3606515087 | PARK & RECREATION FAC | 88.06 |
| | ZIPLY FIBER | LOCAL/LD | EXECUTIVE ADMIN | 91.44 |

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/30/2021 TO 6/30/2021

| <u>CHK #</u> | <u>VENDOR</u> | <u>ITEM DESCRIPTION</u> | <u>ACCOUNT DESCRIPTION</u> | <u>ITEM AMOUNT</u> |
|-----------------------|---------------|-------------------------|----------------------------|----------------------------|
| 149195 | ZIPLY FIBER | LOCAL/LD | POLICE INVESTIGATION | 91.44 |
| | ZIPLY FIBER | FRONTIER POTS LINES | COMMUNITY | 101.38 |
| | ZIPLY FIBER | | DETENTION & CORRECTION | 101.38 |
| | ZIPLY FIBER | | OFFICE OPERATIONS | 101.38 |
| | ZIPLY FIBER | | COMMUNITY CENTER | 101.38 |
| | ZIPLY FIBER | | GOLF ADMINISTRATION | 101.38 |
| | ZIPLY FIBER | LOCAL/LD | POLICE ADMINISTRATION | 101.60 |
| | ZIPLY FIBER | | OFFICE OPERATIONS | 101.60 |
| | ZIPLY FIBER | | WASTE WATER TREATMENT | 101.60 |
| | ZIPLY FIBER | ACCT #3606519123 | WATER FILTRATION PLANT | 108.02 |
| | ZIPLY FIBER | ACCT #3606594398 | PUBLIC SAFETY BLDG | 108.65 |
| | ZIPLY FIBER | ACCT #3606534028 | CITY HALL | 110.66 |
| | ZIPLY FIBER | LOCAL/LD | MUNICIPAL COURTS | 111.76 |
| | ZIPLY FIBER | | DETENTION & CORRECTION | 162.55 |
| | ZIPLY FIBER | | UTIL ADMIN | 162.55 |
| | ZIPLY FIBER | | COMMUNITY | 162.56 |
| | ZIPLY FIBER | FRONTIER POTS LINES | RECREATION SERVICES | 202.75 |
| | ZIPLY FIBER | LOCAL/LD | ENGR-GENL | 213.35 |
| | ZIPLY FIBER | FRONTIER POTS LINES | WASTE WATER TREATMENT | 253.44 |
| | ZIPLY FIBER | | UTIL ADMIN | 253.44 |
| | ZIPLY FIBER | LOCAL/LD | POLICE PATROL | 477.50 |
| WARRANT TOTAL: | | | | <u>1,358,436.49</u> |

Reason For Voids:

Initiator Error

Check Lost/Damaged

Warrant Total:


\$1,358,436.49

Index #8

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 12, 2021

| | |
|--|--|
| AGENDA ITEM: | |
| Project Acceptance - Stillaguamish Water Treatment Plant (WTP) Safety Improvements | |
| PREPARED BY: | DIRECTOR APPROVAL: |
| Jason Crain |  |
| DEPARTMENT: | |
| Public Works | |
| ATTACHMENTS: | |
| | |
| BUDGET CODE: | AMOUNT: |
| 40141580.541000.1916 | N/A |
| SUMMARY: | |

The Stillaguamish WTP Safety Improvements project included design, fabrication and installation of catwalks to provide safe access for employees to elevated equipment and valves that require routine inspection and maintenance and meet required OSHA fall protection regulations.

City Council awarded the project to Daco Corporation on October 14, 2019 in the amount of \$108,873.49. The project was completed in the amount of \$108,873.49.

Work performed under this contract was inspected by City staff and found to be physically complete in accordance with the approved plans and specifications.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to accept the Stillaguamish WTP Safety Improvements project starting the 60-day lien filing period for project closeout.

RECOMMENDED MOTION:

I move to authorize the Mayor to accept the project.

Index #9

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 12, 2021

| | |
|---|---------------------------|
| AGENDA ITEM: | |
| Agreement with Azavar Government Solutions for Local Government Revenue Compliance Audit, Maximization, and Monitoring Program. | |
| PREPARED BY: | DIRECTOR APPROVAL: |
| John Nield, Financial Operations Manager | |
| DEPARTMENT: | |
| Finance | |
| ATTACHMENTS: | |
| Professional Services Agreement with Azavar Government Solutions. | |
| BUDGET CODE: | AMOUNT: |
| 00101023.541000 | 39% of recovered revenues |
| SUMMARY: | |

The City receives over 15% of the General Fund revenues from Business fees and taxes of which most are self-reported. City code allows for inspection of taxpayer records up to six years. An outside analysis regarding telephone utility tax estimated approximately \$250,000 possible recovery. Finance believes it to be in the best interest of the city to pursue regular audits. It has been very difficult to locate a business that has the experience in auditing governmental revenues, especially all general fees and taxes.

Azavar Government Solutions was founded in 1996 by a former city manager, which provided the knowledge and experience to assist governments with revenue recovery and compliance. The proposed agreement will provide auditing and recovery of certain revenues the City receives such as utility taxes, telephone taxes, franchise fees, sales taxes, etc. Azavar fee is based on the recovery amount, which is 39% and the term is for 39 months. Other consultants contacted also had a similar fee structure as a percent of recovered revenues which ranged from 28% to 50% and only audited specific taxes.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the Agreement between the City of Marysville and Azavar Government Solutions.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute the agreement.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND AZAVAR GOVERNMENT SOLUTIONS**

THIS AGREEMENT (“Agreement”) 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 Azavar Government Solutions, a limited liability company organized under the laws of the state of Illinois, located and doing business at 55 East Jackson Chicago, Illinois 60604 (“Consultant”).

In consideration of the terms, conditions, covenants, and performances contained herein, the parties hereto agree as follows:

- 1. SCOPE OF SERVICES.** The Consultant shall provide the work and services described in the attached **EXHIBIT A**, incorporated herein by this reference (the “Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.
- 2. TERM.** The term of this Agreement shall commence on July 19, 2021 and shall terminate at midnight on July 1, 2026. The parties may extend the term of this Agreement by executing a written supplemental amendment.
- 3. COMPENSATION.** The Consultant shall be paid by the City for Services rendered under this Agreement as described in **EXHIBIT A** and as provided in this section. The Consultant shall be paid thirty nine percent (39%) of revenue recovered from the audit (as further described in Exhibit A). Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

The Consultant shall submit a monthly invoice to the City for Services performed in the previous calendar month in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.

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

4. CONSULTANT’S OBLIGATIONS.

4.1 MINOR CHANGES IN SCOPE. The Consultant agrees to accept minor changes, amendments, or revisions to the scope of the Services, as may be required by the City, when such changes, amendments, or revisions will not have any impact on the cost of the Services or the

proposed delivery schedule.

4.2 ADDITIONAL WORK. The City may desire to have the Consultant perform additional work or services which are not identified in the scope of the Services. If the parties agree to the performance of additional work or services, the parties will execute a written supplemental amendment detailing the additional work or services and compensation therefore. In no event will the Consultant be compensated for preparing proposals for additional work or services. In no event shall the Consultant begin work contemplated under a supplemental amendment until the supplemental amendment is fully executed by the parties.

4.3 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the Services shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the Services, the work product, and all documents produced under this Agreement, even though the Services have been accepted by the City.

In the event that the Consultant defaults on this Agreement or in the event that this Agreement is terminated prior to the completion of the Services or the time for completion, all work product and all documents and other materials produced under this Agreement, along with a summary of work as of the date of default or termination, shall become the property of the City. The summary of Services provided shall be prepared at no additional cost to the City. Upon request, the Consultant shall tender the work product, all documents, and the summary to the City within five (5) business days. Tender of said work product shall be a prerequisite to final payment under this Agreement.

The Consultant will not be held liable for reuse of work product or documents produced under this Agreement or modification of the work product or documents for any purpose other than those identified in this Agreement without the written authorization of the Consultant.

4.4 PUBLIC RECORDS ACT. Consultant acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the “PRA”). All records owned, used, or retained by the City are public records subject to disclosure unless exempt under the PRA, whether or not the records are in the possession or control of the City or Consultant. All exemptions to the PRA are narrowly construed.

a. **Confidential Information.** Any records provided to the City by the Consultant which contain information that the Consultant in good faith believes is not subject to disclosure under the PRA shall be marked “Confidential” and shall identify the specific information that the Consultant in good faith believes is not subject to disclosure under the PRA and a citation to the statutory basis for non-disclosure.

b. **Responding to Public Records Requests.** The City shall exercise its sole legal judgment in responding to public records requests.

- (1) The City may rely upon the lack of notification from the Consultant in releasing any records that are not marked “Confidential.”
- (2) If records identified as “Confidential” by the Consultant are responsive to a PRA request, the City will seek to provide notice to Consultant at least ten (10) business days before the date on which the City anticipates releasing records. The City is under no obligation to assert any applicable exemption on behalf of the Consultant. The Consultant may seek, at its sole cost, an injunction preventing the release of information which it believes is protected. In no event will the City have any liability to Consultant for any failure of the City to provide notice prior to release.
- (3) If the City, in its sole legal judgment, believes that the Consultant possesses records that (1) are responsive to a PRA request and (2) were used by the City, the City will request the records from the Consultant. The Consultant will, within ten (10) business days:
 - i. Provide the records to the City in the manner requested by the City;
 - ii. Obtain a court injunction, in a lawsuit involving the requester, covering all, or any confidential portion of, the records and provide any records not subject to the court injunction; or
 - iii. Provide an affidavit, in a form acceptable to the City Attorney, specifying that the Consultant has made a diligent search and did not locate any requested documents.

c. **Indemnification.** In addition to its other indemnification and defense obligations under this Agreement, the Consultant shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorneys fees and litigation expenses), suits, judgments, or damages (collectively “Damages”) arising from or relating to any request for records related to this Agreement, to the extent such Damages are caused by action or inaction of the Consultant. This indemnification and defense obligation shall survive the expiration or termination of this Agreement.

4.5 MAINTENANCE/INSPECTION OF RECORDS. The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit.

Representatives of the City and/or the Washington State Auditor may copy such books, accounts, and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

4.6 INDEMNITY.

a. **Indemnification and Hold Harmless.** The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

c. The provisions of this Section 4.6 shall survive the expiration or termination of this Agreement.

d. The Consultant hereby knowingly, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of the indemnity contained in subpart "a" of this Section 4.6. This waiver has been mutually negotiated by the parties.

_____ (City Initials)

JP

_____ (Contractor Initials)

4.7 INSURANCE.

a. **Insurance Term.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Services hereunder by the Consultant, its agents, representatives, or employees.

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

c. **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types and coverage described below:

- (1) Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- (2) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the Services performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Professional Liability insurance appropriate to the Consultant's profession.

d. **Minimum Amounts of Insurance.** Consultant shall maintain the following insurance limits:

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

e. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

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

g. **Verification of Coverage.** The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the Services.

h. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation within two business days of the Consultant's receipt of such notice.

i. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

j. **Insurance to be Occurrence Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy. Professional liability insurance may be written on a "Claims-made" basis if it is maintained for a period of three (3) years following completion of the services.

k. **City Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

4.8 LEGAL RELATIONS. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the Services to be performed under this Agreement. The Consultant represents that it and all employees assigned to perform any of the Services under this Agreement are in full compliance with the statutes of the State of Washington governing the Services and that all personnel to be assigned to the Services are fully qualified and properly licensed to perform the work to which they will be assigned.

4.9 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that the Consultant's status as an independent contractor in the performance of the Services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the Services required under this Agreement. The Consultant shall not make

a claim of City employment and shall not claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work to the Services that the Consultant performs under this Agreement.

d. Prior to commencement of Services, the Consultant shall obtain a business license from the City.

4.10 EMPLOYMENT.

a. The term "employee" or "employees" as used herein shall mean any officers, agents, or employee of the Consultant.

b. Any and all employees of the Consultant, while performing any Services under this Agreement, shall be considered employees of the Consultant only and not of the City. The Consultant shall be solely liable for: (1) any and all claims that may or might arise under the Workman's Compensation Act, Title 51 RCW, on behalf of any said employees while performing any Services under this Agreement, and (2) any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while performing any Services under this Agreement.

c. The Consultant represents, unless otherwise indicated below, that all employees of the Consultant that will perform any Services under this Agreement have never been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please use initials to indicate No or Yes below.)*

 JP No, employees performing the Services have never been retired from a Washington state retirement system.

 Yes, employees performing the Services have been retired from a Washington state retirement system.

In the event the Consultant checks “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, the Consultant hereby agrees to save, indemnify, defend and hold the City harmless from and against all expenses and costs, including reasonable attorney fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event the Consultant checks “yes” and affirms that an employee providing work has ever retired from a Washington State retirement system, every said employee shall be identified by the Consultant and such retirees shall provide the City with all information required by the City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

4.11 NONASSIGNABLE. Except as provided in **EXHIBIT B**, the Services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

4.12 SUBCONTRACTORS AND SUBCONSULTANTS.

a. The Consultant is responsible for all work or services performed by subcontractors or subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors or subconsultants the Consultant directly hires meet the responsibility criteria for the Services. Verification that a subcontractor or subconsultant has proper license and bonding, if required by statute, must be included in the verification process. If the parties anticipate the use of subcontractors or subconsultants, the subcontractors or subconsultants are set forth in **EXHIBIT B**.

c. The Consultant may not substitute or add subcontractors or subconsultants without the written approval of the City.

d. All subcontractors or subconsultants shall have the same insurance coverage and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

4.13 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant’s client base and shall obtain written permission from the City prior to providing services to third parties when a conflict or potential conflict of interest exists. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

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

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

4.16 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

5. CITY APPROVAL REQUIRED. Notwithstanding the Consultant's status as an independent contractor, the Services performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if the Services have been completed in compliance with the Scope of Services and City requirements.

6. GENERAL TERMS.

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

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

CITY OF MARYSVILLE

Finance Director

1049 State Avenue

Marysville, Wa 98270

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

Jason Perry
55 East Jackson Boulevard
Chicago, Illinois 60604

6.2 TERMINATION. The City may terminate this Agreement in whole or in part at any time by sending written notice to the Consultant. As per Section 6.1, the Consultant is deemed to have received the termination notice three (3) calendar days after deposit of the termination notice in the U.S. mail with proper postage and address. The termination notice is deemed effective seven (7) calendar days after it is deemed received by the Consultant.

If this Agreement is terminated by the City for its convenience, the City shall pay the Consultant for satisfactory Services performed through the date on which the termination is deemed effective in accordance with payment provisions of Section 3, unless otherwise specified in the termination notice. If the termination notice provides that the Consultant will not be compensated for Services performed after the termination notice is received, the City will have the discretion to reject payment for any Services performed after the date the termination notice is deemed received.

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

6.4 EXTENT OF AGREEMENT/MODIFICATION. This Agreement, together with exhibits, attachments, and addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by a written supplemental amendment properly signed by both parties.

6.5 SEVERABILITY.

a. If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining parts, terms, or provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

b. If any part, term, or provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that part, term, or provision shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

6.6 NONWAIVER. A waiver by either party of a breach by the other party of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right.

6.7 FAIR MEANING. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

6.8 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

6.9 VENUE. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

6.10 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

6.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth herein.


DATED this _____ day of _____, 20_____.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

DATED this 21 day of June, 2021.

AZAVAR GOVERNMENT SOLUTIONS

By 
Its: Jason Jerry (Name)
resident (Title)

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A

Scope of Services

1. SCOPE OF SERVICES

1.1 Subject to the following terms and conditions, Azavar shall provide professional management, government, revenue and tax, and computer consulting services (“Services”) in accordance with written statements of work agreed to by the parties (each, a “Statement of Work”) attached hereto as Exhibit A-1, which may be subsequently amended by the parties. Each Statement of Work and any subsequent amendments thereto shall be executed on behalf of each of the parties, whereupon it shall be deemed incorporated herein by reference as though fully set forth herein. The parties agree that certain Statements of Work may be delegated by Azavar to different affiliates or entities that shall operate under the terms set forth in this Agreement.

1.2 Azavar shall be responsible for providing the Services in substantial accordance with each Statement of Work. Azavar will render the services provided under this Agreement in a workmanlike manner in accordance with industry standards.

1.3 Customer agrees to provide reasonable facilities and space should Azavar work on Customer’s premises as may be reasonably required for the performance of the Services set forth in this Agreement and in any Exhibit hereto.

2. **INDEPENDENT CONTRACTOR.** Azavar acknowledges and agrees that the relationship of the parties hereunder shall be that of independent contractor and that neither Azavar nor its employees shall be deemed to be an employee of Customer for any reason whatsoever. Neither Azavar nor Azavar’s employees shall be entitled to any Customer employment rights or benefits whatsoever.

3. **PAYMENT TERMS.** Customer shall compensate Azavar the fees set forth in each Statement of Work. Azavar shall be entitled to compensation for time which is actually spent providing the Services set forth in each Statement of Work. Azavar shall submit an invoice to Customer on a monthly or quarterly basis detailing the amounts charged to Customer pursuant to the terms of this Agreement and each Statement of Work hereto. Customer shall remit payment to Azavar within thirty (30) days of the date of each invoice. If Customer defaults on payment of any invoice that is not disputed in writing by Customer within thirty (30) days after the receipt of such invoice Azavar, at its discretion, may accelerate all payments due under this Agreement, any Statement of Work attached hereto, and seek recovery of all estimated fees due to Azavar. Azavar shall be entitled to recover all costs of collection including, but not limited to, finance

charges, interest at the rate of one percent (1%) per month, reasonable attorney's fees, court costs, and collection service fees and costs for any efforts to collect fees from the Customer.

4. CONFIDENTIAL INFORMATION

4.1 Each party acknowledges that in the performance of its obligations hereunder, either party may have access to information belonging to the other, which is proprietary, private, and highly confidential ("Confidential Information"). Each party, on behalf of itself and its employees, agrees not to disclose to any third party any Confidential Information to which it may have access while performing its obligations hereunder without the written consent of the disclosing party which shall be executed by an officer of such disclosing party. Confidential Information does not include: (i) written information legally acquired by either party prior to the negotiation of this Agreement, (ii) information which is or becomes a matter of public knowledge, (iii) information which is or becomes available to the recipient party from third parties and such third parties have no confidentiality obligations to the disclosing party, and (iv) information subject to disclosure under any state or federal laws.

4.2 Azavar agrees that any work product or any other data or information that is provided by Customer in connection with the Services shall remain the property of Customer, and shall be returned promptly upon demand by Customer, or if not earlier demanded, upon expiration of the Services provided under each Statement of Work hereto.

4.3 Nothing contained herein shall be deemed to limit the Customer's legal obligations to retain or disclose any information or records as required by applicable state, federal, or local laws, including without limitation Chapter 42.56 RCW (the Public Records Act) and Chapter 40.41 RCW (Preservation and Destruction of Public Records).

5. INTELLECTUAL PROPERTY

5.1 No work performed by Azavar or any Consultant with respect to the Services or any supporting or related documentation therefore shall be considered to be a Work Made for Hire (as defined under U.S. copyright law) and, as such, shall be owned by and for the benefit of Azavar. In the event that it should be determined that any of such Services or supporting documentation qualifies as a "Work Made for Hire" under U.S. copyright law, then Customer will and hereby does assign to Azavar, for no additional consideration, all right, title, and interest that it may possess in such Services and related documentation including, but not limited to, all copyright and proprietary rights relating thereto. Upon request, Customer will take

such steps as are reasonably necessary to enable Azavar to record such assignment. Customer will sign, upon request, any documents needed to confirm that the Services or any portion thereof is not a Work Made for Hire and/or to effectuate the assignment of its rights to Azavar.

5.2 Under no circumstance shall Customer have the right to distribute or make public any information or software containing, or based upon, Confidential Information of Azavar to any third party without the prior written consent of Azavar which must be executed by a senior officer of Azavar.

6. DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AZAVAR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED UNDER THIS AGREEMENT OR THE RESULTS OBTAINED FROM AZAVAR'S WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL AZAVAR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES, OR FOR ACTS OF NEGLIGENCE THAT ARE NOT INTENTIONAL OR RECKLESS IN NATURE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLIENT AGREES THAT AZAVAR'S LIABILITY HEREUNDER FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR THE SERVICES GIVING RISE TO THE DAMAGES UNDER THE APPLICABLE ESTIMATE OR IN THE AUTHORIZATION FOR THE PARTICULAR SERVICE IF NO ESTIMATE IS PROVIDED.

7. TERMINATION

7.1 This Agreement shall be effective ("Term") from the date first written above and shall continue thereafter until terminated upon 90 days written notice by Customer or Azavar ("Initial Term") and automatic renewal terms ("Renewal Terms"). The Initial Term shall be for a thirty-nine (39) month period, beginning on the first day of the execution of this Agreement. Upon completion of the Initial Term, this Agreement shall automatically renew for the Renewal Terms, as successive thirty-nine (39) month periods, unless previously terminated. A Party may terminate one or more of a Statement of Work, without terminating either this Agreement or another Statement of Work.

7.2 Termination for any cause or under any provision of this Agreement shall not

prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.

7.3 The provisions set forth above in Section 3 (Payment Terms), Section 4 (Confidential Information), and Section 5 (Intellectual Property) and below in Section 9 (Assignment), Section 10 (Non-Solicitation of Employees), and Section 11 (Use of Customer Name) shall survive termination of this Agreement.

8. NOTICES. Any notice made in accordance with this Agreement shall be sent by certified mail or by overnight express mail:

If to Azavar:

Jason Perry
55 East Jackson Boulevard
Chicago, Illinois 60604

If to Customer:

Finance Director/Clerk City of Marysville
1049 State Avenue
Marysville, Washington 98270

9. ASSIGNMENT. Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party hereto, except Azavar shall be entitled to assign its rights and obligations under this Agreement in connection with a sale of all or substantially all of Azavar's assets.

10. NONSOLICITATION OF EMPLOYEES. During the period in which any Exhibit to this Agreement is in effect and for a period of twelve (12) months thereafter, each party agrees it will not, without the prior written consent of the other party, solicit the employees of the other party for the purpose of offering them employment; provided, however, that good faith solicitations by way of mass media (i.e., newspapers, internet) shall not be deemed to be a violation of this Section 10.

11. USE OF CUSTOMER NAME. Customer hereby consents to Azavar's use of Customer's name in Azavar's marketing materials; provided, however, that Customer's name shall not be so used in such a fashion that could reasonably be deemed to be an endorsement by Customer of Azavar.

EXHIBIT A-1 – STATEMENT OF WORK

This Statement of Work (“Statement of Work”) is made and entered into on this 1st Day of July 2021 by and between Azavar Audit Solutions, Inc., an Illinois corporation having its principal place of business at 55 East Jackson Boulevard, Suite 2100, Chicago, Illinois 60604 (“Azavar”), and the City of Marysville, Washington, a Washington municipal corporation having its principal place of business at 1049 State Avenue Marysville, Washington 98270 (“Customer”).

WHEREBY the parties entered into a Professional Services Agreement (“Agreement”) by signature by the parties attached hereto on July 1st 2021

1. COMPLIANCE AUDITS & ONGOING REVENUE MAXIMIZATION AND MONITORING SERVICES: In addition to the Services and work defined in the Agreement, Services shall be provided in substantial accordance with the below statements:

(a) Azavar, as Customer’s authorized agent and third-party administrator (“TPA”), shall undertake a Local Government Revenue Compliance Audit, Maximization, and Monitoring Program (“Revenue TPA Program”) on behalf of the Customer. As part of the Revenue TPA Program Azavar shall, on behalf of the Customer, separately review, audit, maximize, and regularly monitor for the Term of this Statement of Work any and all sources of Customer revenue and related expenses (“Audits”), including, but not limited to, each sales, occupation, and use tax, ordinance, license, service fee, contract, franchise agreement, intergovernmental agreement, payment in lieu of taxes, and any and all expenses imposed by or upon the Customer within the Customer’s corporate boundaries, and as permitted by the Customers’ ordinances and state and federal law, including those revenues, whether levied, imposed, or administered by the Customer, elsewhere locally, by the state or federal government, taxpayers, remitters, or those that should be remitting any funds or savings to the Customer (“Auditee(s)”), revenues and expenditures related to (and where applicable), but not limited to the following:

- i. Electricity providers and/or consumers
- ii. Natural gas providers and/or consumers
- iii. Multichannel video (i.e. cable) franchise fees and service fees and/or consumers
- iv. Telecommunications (i.e. phone, fiber, wireless, etc.) providers and/or consumers
- v. Water, sewer, and/or stormwater providers and/or consumers
- vi. Waste or refuse hauling providers and/or consumers
- vii. Fuel providers and/or consumers, oil and gas well drilling and production, and oil and gas pipelines in right-of-way
- viii. Locally imposed, levied, and/or administered charges, fees, or fines
- ix. Locally imposed and/or administered Business Licenses, Registrations, or Occupation Taxes
- x. Locally imposed and/or administered Residential Rental Licenses
- xi. Taxpayers subject to Property Taxes and Levies
- xii. Taxpayers subject to Vehicle Related Fees or Taxes (i.e. Wheel Tax, Rental Tax, etc.)

- xiii. Taxpayers subject to Local Amusement or Entertainment Taxes
 - xiv. Taxpayers subject to Business License and/or Registration Fees
 - xv. Taxpayers subject to the Food & Beverage, Restaurant, or Places of Eating Tax
 - xvi. Taxpayers subject to Liquor Licenses and/or Taxes
 - xvii. Fixed Location taxpayers subject to Hotel Occupation/Use Taxes
 - xviii. Online travel companies and short-term online rental management platforms taxpayers subject to local occupation/sales/use taxes
 - xix. Taxpayers subject to Real Estate Transfer Taxes
 - xx. A review of revenues distributed to the Customer by the state, including reviewing state distributions and address designations for sales tax, remote sellers' sales tax, service taxes, use taxes, and service use taxes.
 - xxi. Should the Customer own or operate its own utilities including, but not limited to, electric, natural gas, water, or other utilities, Azavar shall also review and audit the revenues and expenses of those Customer owned or operated utilities.
- (b) The purpose of each Audit is to determine past, present, and future taxes, license fees, service fees, or any other recoveries, refunds, monies or revenue owed to the Customer that were not properly attributed to the Customer or were not properly paid or collected and to determine future taxes, franchise fees, and other monies owed to the Customer not previously counted so that Customer can collect these past, present, and future monies. Federal and state law, the Customer's own local ordinances and databases, any agreements, contracts or bills between Customer and Auditee are used by Azavar to conduct the Audits and Azavar will present to Customer in writing during the course of the Audits reports detailing compliance findings and findings of monies paid, due, or potentially due to the Customer for review by the Customer per Auditee ("Findings"). Where already allowable by existing Customer contracts or agreements or federal, state, or local laws or ordinances, this Statement of Work authorizes Azavar to correct any prospective errors and make a reasonable effort to collect monies due to the Customer under such applicable laws, local ordinances, or contracts. Additionally, Azavar shall regularly monitor all revenues and related expenditures monthly during the Term of this Agreement and shall make any corrections accordingly. Azavar shall review Customer ordinances and shall present Findings to Customer to maximize Customer revenues as part of the Audits, and where such Findings requires a change into the future, Azavar will only implement such change after Customer has reviewed and agreed to in writing any such change. Customer understands that Findings may include, but are not limited to, changes to technology, organizational processes, process automation, Customer communication practices, Customer governing practices, and/or updates to local ordinances or the codification thereof. Customer agrees that any Findings, whether implemented in whole or in part by Azavar or the Customer, shall be fully compensable under Section 2 of this Statement of Work, including wherein the Findings require any amendments to an ordinance and wherein the ordinance is changed. Customer agrees to review any Findings within thirty (30) days;
- (c) Customer hereby represents that it is not engaged in any Audits as contemplated under

this Statement of Work and shall therefore pay Azavar the fees set forth in this Agreement for any Findings made by Azavar. Customer agrees during the Term of this Statement of Work that it shall not initiate or engage in any Audits, changes to any ordinances related to any Audits, or execution or renewal of any contracts or agreements related to any Audits as contemplated under this Statement of Work without Azavar's prior written consent;

(d) In order to perform the Audits, Azavar shall require full access to Customer records and Auditee records. Customer shall use its authority as necessary to assist in acquiring information and procure data from Auditees. Customer agrees that it shall cooperate with Azavar, provide any documentation and records requested by Azavar, and provide continued access (prior to, during, and following any Audits) to documentation and records, and shall engage in meetings with Auditees when requested by Azavar. Customer shall notify Azavar of any Auditee communications or requested meetings with Customer and shall include Azavar in said communications and meetings. Customer shall also designate one (1) professional staff member to be the Customer's Primary Contact;

(e) During the course of each Audit, Azavar may find that rather than being owed past due funds, the Customer owes funds erroneously paid to the Customer. In this case, Azavar will immediately terminate its Audit for that specific Auditee and will document the error and provide the Customer with information necessary to correct the error. Azavar shall have no liability to Customer for these errors or actions arising from Azavar's or Customer's knowledge thereof;

(f) Customer acknowledges that each Auditee is a separate entity that is not controlled by Azavar and therefore Azavar cannot predict all the steps or actions that an Auditee will take to limit its responsibility or liability during an Audit. Should Customer negotiate, abate, cancel, amend, delay, or waive by any means all or a portion of funds identified as payable to Customer during an audit, Customer shall pay all Azavar expenses and fees for that Audit in addition to any applicable contingency fees for any Findings that were identified by Azavar or by its Audits and that would have been compensable under Section 2 of this Statement of Work;

(g) During the Audits, Azavar will educate fee and taxpayers and provide all necessary support to onboard them to file and remit payments to Customer using Azavar software as defined in Exhibit A – Statement of Work 2;

(h) Audit timelines and processes are set in accordance with Azavar's proprietary audit process and applicable law. The first Audit start date is expected to be within no later than thirty (30) days from the date of this Statement of Work unless changed and approved by the Customer's Primary Contact;

(i) Each Audit is expected to last at least six (6) months. Each subsequent Audit will begin after payment terms and obligations have been satisfactorily met from previously completed Audits however overlapping Audit work may take place at the discretion of Azavar. Audit status meetings will be held regularly via phone, email, or in person throughout the course of the Audits between Azavar and the Customer's Primary Contact and will occur approximately every quarter;

(j) Jason Perry, Local Government Revenue Compliance Audit, Maximization, and Monitoring Program, and Azavar specialists will be auditors under this Statement of Work. All Azavar staff or subcontractors shall be supervised by the Azavar Program Manager.

2. PAYMENT TERMS.

2.1 Customer shall compensate Azavar the fees set forth in this Statement of Work on a contingency basis. If applicable, Azavar shall submit an invoice to Customer on a monthly basis detailing the amounts charged to Customer pursuant to the terms of this Statement of Work. Should Customer negotiate, abate, cancel, amend, delay, or waive, without Azavar's written consent, any tax determination or Findings that were identified by Azavar or by its Audits where such Findings were allowed under the law at the time the tax determination or Findings were made, Customer shall pay to Azavar applicable contingency fees for the total said tax determination or Findings at the rates set forth below and for the following thirty-nine (39) months. If Customer later implements during the subsequent thirty-nine (39) months any Findings Customer initially declined based on Azavar programs or recommendations, Azavar shall be paid by Customer its portion of the savings and/or recoveries over the following thirty-nine (39) months at the contingency fee rates set forth below.

2.2 For any and all Audits and/or Findings (under Section 1), Customer shall pay Azavar an amount equal to thirty-nine (39) percent of any new revenues, savings, or prospective funds recovered per account or per Auditee for thirty-nine (39) months following when funds begin to be properly remitted to the Customer. In the event Azavar is able to recover any additional savings or revenue increases for any time period, or any credits at any time, Customer will pay Azavar an amount equal to thirty-nine (39) percent of any savings, funds, and fair market value for any other special consideration or compensation recovered for or received by the Customer from any Auditee. All contingency fees paid to Azavar are based on determinations of recovery by Azavar including Auditee data and regulatory filings. All revenue after the subsequent thirty-nine (39) month period for each account individually will accrue to the sole benefit of the Customer.

3. COMPLETE AGREEMENT: This Statement of Work and the Agreement contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Statement of Work shall not affect the validity or enforceability of any other provision hereof. This Agreement shall not be amended except by a written amendment executed by the parties hereto. No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Statement of Work shall either be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Statement of Work to be executed in duplicate originals by their duly authorized representatives as of the date set forth below.

AZAVAR AUDIT SOLUTIONS, INC.
By: 
Title: *President*

CUSTOMER CITY OF MARYSVILLE, WA.
By:
Title:


EXHIBIT B
Subcontractors/Subconsultants

Below is a list of approved subcontractors/subconsultants. If left blank, there are no approved subcontractors or subconsultants.

Index #5

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 12, 2021

| | |
|--|---|
| AGENDA ITEM: | |
| Contract Award – LID Improvements for Cedar Avenue | |
| PREPARED BY: | DIRECTOR APPROVAL:  |
| Adam Benton, Project Engineer | |
| DEPARTMENT: | |
| Public Works, Engineering | |
| ATTACHMENTS: | |
| Certified Bid Tab, Vicinity Map, Public Works Contract | |
| BUDGET CODE: | AMOUNT: |
| 40250594.563000, D2101 | \$1,751,477.30 |
| SUMMARY: | |

The LID Improvements for Cedar Avenue project will include the construction of Low Impact Development facilities (bioretention areas, permeable pavers), construction of additional roadway improvements (bulb-outs) and replacement of approximately 70 linear feet of existing cast iron water main pipe between 1st Street and 4th Street. The project will also install pedestrian lighting, two RRFBs, landscaping and revised channelization between 4th Street and 5th Street.

The project is funded in part by Washington State Department of Ecology funds.

The project was advertised for a June 24, 2021 bid opening. The City received 4 bids as shown on the attached bid tabulation. The lowest bidder submitted an incomplete bid package, which was therefore considered non-responsive. As such, SRV Construction, Inc., with a bid of \$1,592,252.09, was identified as the low bidder. The engineer's estimate is \$1,200,000.00. References have been checked and found to be satisfactory.

| | |
|--|-----------------------|
| Contract Bid: | \$1,592,252.09 |
| <u>Management Reserve:</u> | <u>\$159,225.21</u> |
| Total: | \$1,751,477.30 |
| | |
| <u>Department of Ecology Funds:</u> | <u>\$1,188,719.29</u> |
| | |
| Total Construction Cost to the City (D2101): | \$403,532.80 |

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the LID Improvements for Cedar Avenue project contract with SRV Construction, Inc. in the amount of \$1,592,252.09 and approve a management reserve of \$159,225.21 for a total allocation of \$1,751,477.30.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute the LID Improvements for Cedar Avenue project contract with SRV Construction, Inc. in the amount of \$1,592,252.09, and approve a management reserve of \$159,225.21, for a total allocation of \$1,751,477.30.



LID Improvements for Cedar Avenue Certified Bid Tab

Certified Bid Tab

6/24/2021

**40250594.563000.D2101 LID IMPROVEMENTS FOR CEDAR AVENUE
SCHEDULE A - WATER MAIN IMPROVEMENTS BID**

| Section | Item | Description | Quantity | Units | Engineer's Estimate | | Colacurcio Brothers, Inc. | | Incomplete Bid Larry Brown Construction, Inc. | | Apparent Low Bid SRV Construction, Inc. | | Granite Construction Co. | |
|-------------------------|------|--|----------|--------|---------------------|--------------------|---------------------------|--------------------|--|--------------------|--|--------------------|--------------------------|--------------------|
| | | | | | Unit Prices | Total Price | Unit Prices | Total Price | Unit Prices | Total Price | Unit Prices | Total Price | Unit Prices | Total Price |
| 1-04.4(1) | 100 | MINOR CHANGE | FA | 1.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 |
| 2-09.5 | 101 | LOCATE EXISTING UTILITIES | LS | 1.00 | \$2,000.00 | \$2,000.00 | \$1,000.00 | \$1,000.00 | \$485.00 | \$485.00 | \$1,000.00 | \$1,000.00 | \$1,500.00 | \$1,500.00 |
| 2-09.5 | 102 | POTHOLE | EA | 4.00 | \$500.00 | \$2,000.00 | \$400.00 | \$1,600.00 | \$510.00 | \$2,040.00 | \$250.00 | \$1,000.00 | \$750.00 | \$3,000.00 |
| 7-08.5 | 103 | TRENCH EXCAVATION SAFETY SYSTEMS | LS | 1.00 | \$1,000.00 | \$1,000.00 | \$580.00 | \$580.00 | \$100.00 | \$100.00 | \$500.00 | \$500.00 | \$3,000.00 | \$3,000.00 |
| 7-08.5 | 104 | BANK RUN GRAVEL FOR TRENCH BACKFILL | TON | 50.00 | \$20.00 | \$1,000.00 | \$50.00 | \$2,500.00 | \$18.85 | \$942.50 | \$23.50 | \$1,175.00 | \$34.00 | \$1,700.00 |
| 7-08.5 | 105 | REMOVAL OF UNSUITABLE MATERIAL (TRENCH) | CY | 5.00 | \$50.00 | \$250.00 | \$100.00 | \$500.00 | \$25.00 | \$125.00 | \$52.00 | \$260.00 | \$188.00 | \$940.00 |
| 7-09.5 | 106 | DI PIPE FOR WATER MAIN, 6 IN. DIAM., CLASS 52 | LF | 40.00 | \$100.00 | \$4,000.00 | \$130.00 | \$5,200.00 | \$112.50 | \$4,500.00 | \$147.00 | \$5,880.00 | \$172.00 | \$6,880.00 |
| 7-09.5 | 107 | DI PIPE FOR WATER MAIN, 12 IN. DIAM., CLASS 52 | LF | 70.00 | \$130.00 | \$9,100.00 | \$150.00 | \$10,500.00 | \$170.15 | \$11,910.50 | \$192.00 | \$13,440.00 | \$230.00 | \$16,100.00 |
| 7-09.5 | 108 | CONNECTION TO EXISTING WATER MAIN | EA | 2.00 | \$4,000.00 | \$8,000.00 | \$2,000.00 | \$4,000.00 | \$3,190.00 | \$6,380.00 | \$3,850.00 | \$7,700.00 | \$3,200.00 | \$6,400.00 |
| 7-09.5 | 109 | ADDITIONAL DUCTILE IRON FITTINGS | LB | 200.00 | \$10.00 | \$2,000.00 | \$10.00 | \$2,000.00 | \$3.00 | \$600.00 | \$13.00 | \$2,600.00 | \$6.50 | \$1,300.00 |
| 7-12.5 | 110 | GATE VALVE, 12 IN. | EA | 1.00 | \$5,000.00 | \$5,000.00 | \$3,200.00 | \$3,200.00 | \$2,855.00 | \$2,855.00 | \$2,550.00 | \$2,550.00 | \$5,000.00 | \$5,000.00 |
| 7-12.5 | 111 | ADJUST VALVE BOX | EA | 7.00 | \$500.00 | \$3,500.00 | \$800.00 | \$5,600.00 | \$550.00 | \$3,850.00 | \$650.00 | \$4,550.00 | \$1,000.00 | \$7,000.00 |
| 7-14.5 | 112 | FIRE HYDRANT ASSEMBLY | EA | 1.00 | \$6,000.00 | \$6,000.00 | \$7,000.00 | \$7,000.00 | \$6,125.00 | \$6,125.00 | \$7,250.00 | \$7,250.00 | \$11,800.00 | \$11,800.00 |
| 7-15.5 | 113 | SEVICE CONNECTION, 1 IN. DIAM. | EA | 2.00 | \$1,200.00 | \$2,400.00 | \$2,000.00 | \$4,000.00 | \$720.00 | \$1,440.00 | \$2,450.00 | \$4,900.00 | \$2,500.00 | \$5,000.00 |
| 7-15.5 | 114 | SERVICE PIPE, 1 IN. DIAM., CLASS 52 | LF | 65.00 | \$40.00 | \$2,600.00 | \$50.00 | \$3,250.00 | \$39.70 | \$2,580.50 | \$16.00 | \$1,040.00 | \$90.00 | \$5,850.00 |
| SCHEDULE A BID | | | | | | \$53,850.00 | | \$55,930.00 | | \$48,933.50 | | \$58,845.00 | | \$80,470.00 |
| SALES TAX (9.3%) | | | | | | \$5,008.05 | | \$5,201.49 | | \$4,550.82 | | \$5,472.59 | | \$7,483.71 |
| SCHEDULE A TOTAL | | | | | | \$58,858.05 | | \$61,131.49 | | \$53,484.32 | | \$64,317.59 | | \$87,953.71 |

6/24/2021

SCHEDULE B - ROAD AND STORM IMPROVEMENTS BID

| Section | Item | Description | Quantity | Units | Engineer's Estimate | | Colacurcio Brothers, Inc. | | Incomplete Bid Larry Brown Construction, Inc. | | Apparent Low Bid SRV Construction, Inc. | | Granite Construction Co. | |
|------------|------|--|----------|--------|---------------------|--------------|---------------------------|--------------|--|-------------|--|--------------|--------------------------|--------------|
| | | | | | Unit Prices | Total Price | Unit Prices | Total Price | Unit Prices | Total Price | Unit Prices | Total Price | Unit Prices | Total Price |
| 1-04.4(1) | 200 | MINOR CHANGES | FA | 1.00 | \$15,000.00 | \$15,000.00 | \$15,000.00 | \$15,000.00 | \$15,000.00 | \$15,000.00 | \$15,000.00 | \$15,000.00 | \$15,000.00 | \$15,000.00 |
| 1-05.4(2) | 201 | SURVEY | LS | 1.00 | \$12,000.00 | \$12,000.00 | \$17,500.00 | \$17,500.00 | \$21,345.00 | \$21,345.00 | \$13,400.00 | \$13,400.00 | \$15,000.00 | \$15,000.00 |
| 1-05.18 | 202 | RECORD DRAWINGS (MIN. BID \$500) | LS | 1.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 |
| 1-07.15(1) | 203 | SPCC PLAN | LS | 1.00 | \$500.00 | \$500.00 | \$1,000.00 | \$1,000.00 | \$485.00 | \$485.00 | \$225.00 | \$225.00 | \$500.00 | \$500.00 |
| 1-07.18(6) | 204 | RAILROAD COORDINATION AND FLAGGING | FA | 1.00 | \$20,000.00 | \$20,000.00 | \$20,000.00 | \$20,000.00 | \$20,000.00 | \$20,000.00 | \$20,000.00 | \$20,000.00 | \$20,000.00 | \$20,000.00 |
| 1-09.7 | 205 | MOBILIZATION, CLEANUP AND DEMOBILIZATION | LS | 1.00 | \$100,000.00 | \$100,000.00 | \$130,000.00 | \$130,000.00 | \$94,100.00 | \$94,100.00 | \$189,500.00 | \$189,500.00 | \$195,000.00 | \$195,000.00 |
| 1-10.5 | 206 | PROJECT TEMPORARY TRAFFIC CONTRIL | LS | 1.00 | \$40,000.00 | \$40,000.00 | \$267,000.00 | \$267,000.00 | \$97,800.00 | \$97,800.00 | \$120,000.00 | \$120,000.00 | \$269,000.00 | \$269,000.00 |
| 2-01.5 | 207 | CLEARING AND GRUBBING | LS | 1.00 | \$3,000.00 | \$3,000.00 | \$2,000.00 | \$2,000.00 | \$4,400.00 | \$4,400.00 | \$950.00 | \$950.00 | \$2,000.00 | \$2,000.00 |
| 2-02.5 | 208 | REMOVAL OF STRUCTURES AND OBSTRUCTIONS | LS | 1.00 | \$55,000.00 | \$55,000.00 | \$60,000.00 | \$60,000.00 | \$66,500.00 | \$66,500.00 | \$42,000.00 | \$42,000.00 | \$56,000.00 | \$56,000.00 |
| 2-03.5 | 209 | EXCAVATION, EMBANKMENT AND GRADING, INCL. HAUL | CY | 870.00 | \$50.00 | \$43,500.00 | \$33.00 | \$28,710.00 | \$36.20 | \$31,494.00 | \$32.50 | \$28,275.00 | \$43.00 | \$37,410.00 |
| 2-03.5 | 210 | GRAVEL BORROW, INCL. HAUL | TON | 280.00 | \$25.00 | \$7,000.00 | \$33.00 | \$9,240.00 | \$33.05 | \$9,254.00 | \$32.00 | \$8,960.00 | \$53.00 | \$14,840.00 |
| 2-03.5 | 211 | UNSUITABLE FOUNDATION EXCAVATION, INCL. HAUL | CY | 20.00 | \$50.00 | \$1,000.00 | \$48.00 | \$960.00 | \$25.00 | \$500.00 | \$36.00 | \$720.00 | \$119.00 | \$2,380.00 |
| 2-09.5 | 212 | LOCATE EXISTING UTILITIES | LS | 1.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$1,015.00 | \$1,015.00 | \$2,900.00 | \$2,900.00 | \$2,250.00 | \$2,250.00 |
| 2-09.5 | 213 | POTHOLE | EA | 4.00 | \$500.00 | \$2,000.00 | \$400.00 | \$1,600.00 | \$510.00 | \$2,040.00 | \$500.00 | \$2,000.00 | \$750.00 | \$3,000.00 |





LID Improvements for Cedar Avenue Certified Bid Tab

Certified Bid Tab

6/24/2021

| SCHEDULE B - ROAD AND STORM IMPROVEMENTS BID | | | | Engineer's Estimate | | Colacurcio Brothers, Inc. | | Incomplete Bid Larry Brown Construction, Inc. | | Apparent Low Bid SRV Construction, Inc. | | Granite Construction Co. | | |
|--|------|---|----------|---------------------|-------------|---------------------------|-------------|--|-------------|--|-------------|--------------------------|-------------|--------------|
| Section | Item | Description | Quantity | Units | Unit Prices | Total Price | Unit Prices | Total Price | Unit Prices | Total Price | Unit Prices | Total Price | Unit Prices | Total Price |
| 4-04.5 | 214 | CRUSHED SURFACING TOP COURSE | TON | 600.00 | \$35.00 | \$21,000.00 | \$31.50 | \$18,900.00 | \$44.15 | \$26,490.00 | \$44.50 | \$26,700.00 | \$42.00 | \$25,200.00 |
| 4-04.5 | 215 | STORAGE BED GRAVEL | TON | 120.00 | \$35.00 | \$4,200.00 | \$56.00 | \$6,720.00 | \$73.45 | \$8,814.00 | \$52.00 | \$6,240.00 | \$70.00 | \$8,400.00 |
| 4-04.5 | 216 | CHOKER GRAVEL COURSE | TON | 60.00 | \$40.00 | \$2,400.00 | \$57.00 | \$3,420.00 | \$37.00 | \$2,220.00 | \$74.00 | \$4,440.00 | \$70.00 | \$4,200.00 |
| 4-04.5 | 217 | SAND FOR TREATMENT | TON | 90.00 | \$40.00 | \$3,600.00 | \$57.00 | \$5,130.00 | \$69.80 | \$6,282.00 | \$60.30 | \$5,427.00 | \$79.00 | \$7,110.00 |
| 5-03.5 | 218 | INTERLOCKING CONC. PAVERS | SF | 2560.00 | \$20.00 | \$51,200.00 | \$24.00 | \$61,440.00 | \$21.75 | \$55,680.00 | \$13.00 | \$33,280.00 | \$23.00 | \$58,880.00 |
| 5-04.5 | 219 | HMA CI. 1/2" PG 58H-22 | TON | 1280.00 | \$95.00 | \$121,600.00 | \$125.00 | \$160,000.00 | \$105.50 | \$135,040.00 | \$108.50 | \$138,880.00 | \$116.00 | \$148,480.00 |
| 5-04.5 | 220 | TEMPORARY HMA | TON | 50.00 | \$150.00 | \$7,500.00 | \$230.00 | \$11,500.00 | \$180.00 | \$9,000.00 | \$132.00 | \$6,600.00 | \$212.00 | \$10,600.00 |
| 5-04.5 | 221 | JOB MIX COMPLIANCE PRICE ADJUSTMENT | CALC | 1.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 5-04.5 | 222 | COMPACTION PRICE ADJUSTMENT | CALC | 1.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 5-04.5 | 223 | PLANING BITUMINOUS PAVEMENT | SY | 4780.00 | \$4.00 | \$19,120.00 | \$5.80 | \$27,724.00 | \$3.00 | \$14,340.00 | \$2.50 | \$11,950.00 | \$4.00 | \$19,120.00 |
| 6-03.5 | 224 | BIKE RACK, COMPLETE | EA | 1.00 | \$2,000.00 | \$2,000.00 | \$1,700.00 | \$1,700.00 | \$965.00 | \$965.00 | \$650.00 | \$650.00 | \$2,400.00 | \$2,400.00 |
| 7-04.5 | 225 | PVC STORM SEWER PIPE, 8 IN. DIAM. (INCL. BEDDING) | LF | 180.00 | \$30.00 | \$5,400.00 | \$50.00 | \$9,000.00 | \$50.15 | \$9,027.00 | \$77.50 | \$13,950.00 | \$72.00 | \$12,960.00 |
| 7-04.5 | 226 | CPEP STORM SEWER PIPE, 12 IN. DIAM. (INCL. BEDDING) | LF | 150.00 | \$60.00 | \$9,000.00 | \$56.00 | \$8,400.00 | \$55.55 | \$8,332.50 | \$74.00 | \$11,100.00 | \$79.00 | \$11,850.00 |
| 7-04.5 | 227 | CPEP STORM SEWER PIPE, 18 IN. DIAM. (INCL. BEDDING) | LF | 230.00 | \$90.00 | \$20,700.00 | \$80.00 | \$18,400.00 | \$77.70 | \$17,871.00 | \$88.75 | \$20,412.50 | \$101.00 | \$23,230.00 |
| 7-05.5 | 228 | CONCRETE INLET | EA | 9.00 | \$2,000.00 | \$18,000.00 | \$2,000.00 | \$18,000.00 | \$1,470.00 | \$13,230.00 | \$1,500.00 | \$13,500.00 | \$3,000.00 | \$27,000.00 |
| 7-05.5 | 229 | CATCH BASIN, TYPE 1 | EA | 3.00 | \$2,000.00 | \$6,000.00 | \$2,500.00 | \$7,500.00 | \$1,980.00 | \$5,940.00 | \$1,700.00 | \$5,100.00 | \$2,800.00 | \$8,400.00 |
| 7-05.5 | 230 | CATCH BASIN, TYPE 2 | EA | 3.00 | \$4,000.00 | \$12,000.00 | \$3,600.00 | \$10,800.00 | \$4,575.00 | \$13,725.00 | \$4,650.00 | \$13,950.00 | \$6,300.00 | \$18,900.00 |
| 7-05.5 | 231 | STORMWATER TREATMENT BASIN | EA | 1.00 | \$18,000.00 | \$18,000.00 | \$28,000.00 | \$28,000.00 | \$21,400.00 | \$21,400.00 | \$22,400.00 | \$22,400.00 | \$31,000.00 | \$31,000.00 |
| 7-05.5 | 232 | ADJUST CATCH BASIN | EA | 3.00 | \$500.00 | \$1,500.00 | \$900.00 | \$2,700.00 | \$1,115.00 | \$3,345.00 | \$700.00 | \$2,100.00 | \$1,000.00 | \$3,000.00 |
| 7-05.5 | 233 | ADJUST GAS VALVE BOX | EA | 2.00 | \$400.00 | \$800.00 | \$770.00 | \$1,540.00 | \$590.00 | \$1,180.00 | \$650.00 | \$1,300.00 | \$800.00 | \$1,600.00 |
| 7-08.5 | 234 | BANK RUN GRAVEL FOR TRENCH BACKFILL | TON | 250.00 | \$20.00 | \$5,000.00 | \$50.00 | \$12,500.00 | \$18.85 | \$4,712.50 | \$29.00 | \$7,250.00 | \$34.00 | \$8,500.00 |
| 7-08.5 | 235 | REMOVAL OF UNSUITABLE MATERIAL (TRENCH) | CY | 10.00 | \$50.00 | \$500.00 | \$48.00 | \$480.00 | \$25.00 | \$250.00 | \$64.00 | \$640.00 | \$120.00 | \$1,200.00 |
| 7-08.5 | 236 | TRENCH EXCAVATION SAFETY SYSTEMS | LS | 1.00 | \$4,000.00 | \$4,000.00 | \$1,000.00 | \$1,000.00 | \$100.00 | \$100.00 | \$500.00 | \$500.00 | \$3,000.00 | \$3,000.00 |
| 7-19.5 | 237 | STORM SEWER CLEANOUT | EA | 6.00 | \$500.00 | \$3,000.00 | \$740.00 | \$4,440.00 | \$575.00 | \$3,450.00 | \$925.00 | \$5,550.00 | \$1,400.00 | \$8,400.00 |
| 8-01.5 | 238 | EROSION CONTROL AND WATER POLLUTION PREVENTION | LS | 1.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$2,125.00 | \$2,125.00 | \$7,200.00 | \$7,200.00 | \$25,000.00 | \$25,000.00 |
| 8-02.5 | 239 | EX., COMPACTION & GRADING FOR BIORETENTION FACILITIES | CY | 150.00 | \$40.00 | \$6,000.00 | \$37.50 | \$5,625.00 | \$43.75 | \$6,562.50 | \$33.00 | \$4,950.00 | \$135.00 | \$20,250.00 |
| 8-02.5 | 240 | BIORETENTION SOIL MIX | CY | 120.00 | \$60.00 | \$7,200.00 | \$53.00 | \$6,360.00 | \$78.00 | \$9,360.00 | \$68.00 | \$8,160.00 | \$96.00 | \$11,520.00 |
| 8-02.5 | 241 | TOPSOIL, TYPE A | CY | 50.00 | \$50.00 | \$2,500.00 | \$73.00 | \$3,650.00 | \$67.00 | \$3,350.00 | \$73.00 | \$3,650.00 | \$74.00 | \$3,700.00 |
| 8-02.5 | 242 | FINE COMPOST | CY | 5.00 | \$80.00 | \$400.00 | \$245.00 | \$1,225.00 | \$123.00 | \$615.00 | \$65.00 | \$325.00 | \$74.00 | \$370.00 |
| 8-02.5 | 243 | BARK MULCH | CY | 20.00 | \$80.00 | \$1,600.00 | \$110.00 | \$2,200.00 | \$113.40 | \$2,268.00 | \$84.00 | \$1,680.00 | \$74.00 | \$1,480.00 |
| 8-02.5 | 244 | SOD INSTALLATION | SY | 540.00 | \$20.00 | \$10,800.00 | \$22.00 | \$11,880.00 | \$16.25 | \$8,775.00 | \$18.00 | \$9,720.00 | \$11.00 | \$5,940.00 |
| 8-02.5 | 245 | PSIPE (HEBE X CHAMPION) | EA | 8.00 | \$50.00 | \$400.00 | \$35.00 | \$280.00 | \$35.85 | \$286.80 | \$62.00 | \$496.00 | \$22.00 | \$176.00 |
| 8-02.5 | 246 | PSIPE (HEBE X QUICKSILVER) | EA | 5.00 | \$50.00 | \$250.00 | \$35.00 | \$175.00 | \$35.85 | \$179.25 | \$28.00 | \$140.00 | \$22.00 | \$110.00 |
| 8-02.5 | 247 | PSIPE (LAVANDULA ANGUSTIFOLIA 'FOLGATE') | EA | 7.00 | \$20.00 | \$140.00 | \$20.00 | \$140.00 | \$36.90 | \$258.30 | \$62.00 | \$434.00 | \$22.00 | \$154.00 |
| 8-02.5 | 248 | PSIPE (VIBURNUM DAVIDII) | EA | 5.00 | \$25.00 | \$125.00 | \$60.00 | \$300.00 | \$36.90 | \$184.50 | \$62.00 | \$310.00 | \$22.00 | \$110.00 |
| 8-02.5 | 249 | PSIPE (HEUCHERA X 'CRIMSON CURLS') | EA | 12.00 | \$15.00 | \$180.00 | \$20.00 | \$240.00 | \$36.90 | \$442.80 | \$28.00 | \$336.00 | \$22.00 | \$264.00 |
| 8-02.5 | 250 | PSIPE (LIATRIS SPICATA 'FLORISTAN WHITE') | EA | 94.00 | \$15.00 | \$1,410.00 | \$35.00 | \$3,290.00 | \$35.85 | \$3,369.90 | \$28.00 | \$2,632.00 | \$22.00 | \$2,068.00 |
| 8-02.5 | 251 | PSIPE (ARCTOSTAPHYLOS UVA-URSI) | EA | 49.00 | \$10.00 | \$490.00 | \$20.00 | \$980.00 | \$26.25 | \$1,286.25 | \$17.00 | \$833.00 | \$22.00 | \$1,078.00 |
| 8-02.5 | 252 | PSIPE (LYSIMACHIA NUMMULARIA 'AUREA') | EA | 30.00 | \$15.00 | \$450.00 | \$20.00 | \$600.00 | \$35.85 | \$1,075.50 | \$28.00 | \$840.00 | \$22.00 | \$660.00 |
| 8-02.5 | 253 | PSIPE (SEDUM HISpanicum 'PURPLE FORM') | EA | 98.00 | \$10.00 | \$980.00 | \$15.00 | \$1,470.00 | \$35.85 | \$3,513.30 | \$28.00 | \$2,744.00 | \$22.00 | \$2,156.00 |
| 8-02.5 | 254 | PSIPE (MISCANTHUS 'MORNING LIGHT') | EA | 2.00 | \$25.00 | \$50.00 | \$60.00 | \$120.00 | \$26.25 | \$52.50 | \$56.00 | \$112.00 | \$22.00 | \$44.00 |
| 8-02.5 | 255 | PSIPE (CAREX OSHIMENSIS 'EVERCOLOR EVERILLO') | EA | 85.00 | \$10.00 | \$850.00 | \$30.00 | \$2,550.00 | \$26.25 | \$2,231.25 | \$17.00 | \$1,445.00 | \$22.00 | \$1,870.00 |
| 8-02.5 | 256 | PSIPE (CORNUS SERICEA 'BAILEY') | EA | 12.00 | \$25.00 | \$300.00 | \$100.00 | \$1,200.00 | \$46.55 | \$558.60 | \$50.00 | \$600.00 | \$22.00 | \$264.00 |
| 8-02.5 | 257 | PSIPE (CORNUS SANGUINEA 'CATO') | EA | 8.00 | \$25.00 | \$200.00 | \$60.00 | \$480.00 | \$48.15 | \$385.20 | \$61.00 | \$488.00 | \$22.00 | \$176.00 |
| 8-02.5 | 258 | PSIPE (MONARDA 'JACOB CLINE') | EA | 90.00 | \$15.00 | \$1,350.00 | \$30.00 | \$2,700.00 | \$26.25 | \$2,362.50 | \$28.00 | \$2,520.00 | \$22.00 | \$1,980.00 |





LID Improvements for Cedar Avenue Certified Bid Tab

Certified Bid Tab

6/24/2021

| SCHEDULE B - ROAD AND STORM IMPROVEMENTS BID | | | | | | Engineer's Estimate | | Colacurcio Brothers, Inc. | | Incomplete Bid Larry Brown Construction, Inc. | | Apparent Low Bid SRV Construction, Inc. | | Granite Construction Co. | |
|--|------|---|----------|---------|--------------|-----------------------|--------------|---------------------------|--------------|--|--------------|--|--------------|--------------------------|--|
| Section | Item | Description | Quantity | Units | Unit Prices | Total Price | Unit Prices | Total Price | Unit Prices | Total Price | Unit Prices | Total Price | Unit Prices | Total Price | |
| 8-02.5 | 259 | PSIPE (IRIS ENSATA 'LION KING') | EA | 90.00 | \$15.00 | \$1,350.00 | \$30.00 | \$2,700.00 | \$26.25 | \$2,362.50 | \$28.00 | \$2,520.00 | \$22.00 | \$1,980.00 | |
| 8-02.5 | 260 | PSIPE (JUNCUS EFFUSUS) | EA | 180.00 | \$10.00 | \$1,800.00 | \$20.00 | \$3,600.00 | \$26.25 | \$4,725.00 | \$17.00 | \$3,060.00 | \$22.00 | \$3,960.00 | |
| 8-02.5 | 261 | PSIPE (CAMASSIA QUAMASH) | EA | 87.00 | \$10.00 | \$870.00 | \$30.00 | \$2,610.00 | \$26.25 | \$2,283.75 | \$18.00 | \$1,566.00 | \$22.00 | \$1,914.00 | |
| 8-02.5 | 262 | PSIPE (CAREX OBNUPTA) | EA | 87.00 | \$10.00 | \$870.00 | \$25.00 | \$2,175.00 | \$26.25 | \$2,283.75 | \$17.00 | \$1,479.00 | \$22.00 | \$1,914.00 | |
| 8-02.5 | 263 | ROUND SELF WATERING PLANTER | EA | 10.00 | \$1,000.00 | \$10,000.00 | \$2,400.00 | \$24,000.00 | \$2,000.00 | \$20,000.00 | \$2,575.00 | \$25,750.00 | \$2,200.00 | \$22,000.00 | |
| 8-02.5 | 264 | INTERPRETIVE SIGN, COMPLETE | EA | 1.00 | \$1,000.00 | \$1,000.00 | \$2,500.00 | \$2,500.00 | \$1,260.00 | \$1,260.00 | \$6,200.00 | \$6,200.00 | \$5,800.00 | \$5,800.00 | |
| 8-03.5 | 265 | IRRIGATION SYSTEM, COMPLETE | LS | 1.00 | \$16,000.00 | \$16,000.00 | \$15,000.00 | \$15,000.00 | \$31,500.00 | \$31,500.00 | \$34,750.00 | \$34,750.00 | \$56,000.00 | \$56,000.00 | |
| 8-04.5 | 266 | CEMENT CONCRETE TRAFFIC CURB AND GUTTER | LF | 940.00 | \$40.00 | \$37,600.00 | \$34.00 | \$31,960.00 | \$34.75 | \$32,665.00 | \$34.00 | \$31,960.00 | \$38.00 | \$35,720.00 | |
| 8-04.5 | 267 | THICKENED CEMENT CONCRETE CURB AND GUTTER | LF | 270.00 | \$110.00 | \$29,700.00 | \$165.00 | \$44,550.00 | \$161.00 | \$43,470.00 | \$168.00 | \$45,360.00 | \$174.00 | \$46,980.00 | |
| 8-04.5 | 268 | CEMENT CONCRETE BIORETENTION BARRIER CURB | LF | 350.00 | \$110.00 | \$38,500.00 | \$165.00 | \$57,750.00 | \$161.00 | \$56,350.00 | \$168.00 | \$58,800.00 | \$176.00 | \$61,600.00 | |
| 8-04.5 | 269 | CEMENT CONCRETE VALLEY GUTTER | LF | 170.00 | \$60.00 | \$10,200.00 | \$70.00 | \$11,900.00 | \$60.95 | \$10,361.50 | \$62.00 | \$10,540.00 | \$74.00 | \$12,580.00 | |
| 8-04.5 | 270 | CEMENT CONCRETE SETTLING PAD SPILL CURB | LF | 65.00 | \$80.00 | \$5,200.00 | \$180.00 | \$11,700.00 | \$182.85 | \$11,885.25 | \$213.00 | \$13,845.00 | \$200.00 | \$13,000.00 | |
| 8-07.5 | 271 | PRECAST CONCRETE BUMPER CURB | EA | 2.00 | \$200.00 | \$400.00 | \$175.00 | \$350.00 | \$160.00 | \$320.00 | \$225.00 | \$450.00 | \$170.00 | \$340.00 | |
| 8-07.5 | 272 | PRECAST DUAL FACED SLOPED MOUNTABLE CURB | LF | 150.00 | \$30.00 | \$4,500.00 | \$24.00 | \$3,600.00 | \$22.00 | \$3,300.00 | \$51.00 | \$7,650.00 | \$23.00 | \$3,450.00 | |
| 8-13.5 | 273 | CAST-IN-PLACE MONUMENT | EA | 2.00 | \$500.00 | \$1,000.00 | \$2,000.00 | \$4,000.00 | \$2,210.00 | \$4,420.00 | \$1,925.00 | \$3,850.00 | \$850.00 | \$1,700.00 | |
| 8-14.5 | 274 | CEMENT CONC. SIDEWALK | SY | 1450.00 | \$60.00 | \$87,000.00 | \$100.00 | \$145,000.00 | \$95.00 | \$137,750.00 | \$106.00 | \$153,700.00 | \$125.00 | \$181,250.00 | |
| 8-14.5 | 275 | CEMENT CONC. CURB RAMP | EA | 13.00 | \$1,500.00 | \$19,500.00 | \$2,700.00 | \$35,100.00 | \$2,260.00 | \$29,380.00 | \$2,725.00 | \$35,425.00 | \$3,600.00 | \$46,800.00 | |
| 8-20.5 | 276 | RRFB INSTALL. - CEDAR AVENUE AND 3RD STREET, COMPLETE | LS | 1.00 | \$30,000.00 | \$30,000.00 | \$22,000.00 | \$22,000.00 | \$21,000.00 | \$21,000.00 | \$22,000.00 | \$22,000.00 | \$22,000.00 | \$22,000.00 | |
| 8-20.5 | 277 | DECORATIVE ILLUMINATION SYSTEM, COMPLETE | LS | 1.00 | \$105,000.00 | \$105,000.00 | \$180,000.00 | \$180,000.00 | \$166,300.00 | \$166,300.00 | \$161,000.00 | \$161,000.00 | \$162,000.00 | \$162,000.00 | |
| 8-20.5 | 278 | ELECTRICAL CONNECTION FOR READER BOARD SIGN | LS | 1.00 | \$3,000.00 | \$3,000.00 | \$1,100.00 | \$1,100.00 | \$1,900.00 | \$1,900.00 | \$1,150.00 | \$1,150.00 | \$1,100.00 | \$1,100.00 | |
| 8-20.5 | 279 | FIBER OPTIC SYSTEM, COMPLETE | LS | 1.00 | \$10,000.00 | \$10,000.00 | \$17,000.00 | \$17,000.00 | \$13,000.00 | \$13,000.00 | \$12,750.00 | \$12,750.00 | \$13,000.00 | \$13,000.00 | |
| 8-21.5 | 280 | PERMANENT SIGNING | LS | 1.00 | \$5,000.00 | \$5,000.00 | \$6,000.00 | \$6,000.00 | \$6,135.00 | \$6,135.00 | \$6,200.00 | \$6,200.00 | \$17,000.00 | \$17,000.00 | |
| 8-22.5 | 281 | PLASTIC LINE | LF | 2800.00 | \$2.00 | \$5,600.00 | \$3.80 | \$10,640.00 | \$2.85 | \$7,980.00 | \$2.80 | \$7,840.00 | \$3.50 | \$9,800.00 | |
| 8-22.5 | 282 | PLASTIC WIDE LANE LINE | LF | 2060.00 | \$4.00 | \$8,240.00 | \$3.80 | \$7,828.00 | \$3.95 | \$8,137.00 | \$4.00 | \$8,240.00 | \$3.50 | \$7,210.00 | |
| 8-22.5 | 283 | PLASTIC STOP LINE | LF | 130.00 | \$20.00 | \$2,600.00 | \$11.60 | \$1,508.00 | \$13.65 | \$1,774.50 | \$13.50 | \$1,755.00 | \$11.00 | \$1,430.00 | |
| 8-22.5 | 284 | PLASTIC CROSSWALK LINE | SF | 270.00 | \$15.00 | \$4,050.00 | \$8.00 | \$2,160.00 | \$7.90 | \$2,133.00 | \$8.00 | \$2,160.00 | \$8.00 | \$2,160.00 | |
| 8-22.5 | 285 | PLASTIC CROSSWALK MARKING | SF | 990.00 | \$20.00 | \$19,800.00 | \$116.00 | \$114,840.00 | \$32.55 | \$32,224.50 | \$9.00 | \$8,910.00 | \$6.50 | \$6,435.00 | |
| 8-22.5 | 286 | PLASTIC TRAFFIC ARROW | EA | 7.00 | \$100.00 | \$700.00 | \$145.00 | \$1,015.00 | \$175.00 | \$1,225.00 | \$168.00 | \$1,176.00 | \$141.00 | \$987.00 | |
| 8-22.5 | 287 | PLASTIC ACCESS PARKING SPACE SYMBOL W/ BACKGROUND | EA | 3.00 | \$200.00 | \$600.00 | \$400.00 | \$1,200.00 | \$335.00 | \$1,005.00 | \$336.00 | \$1,008.00 | \$420.00 | \$1,260.00 | |
| 8-22.5 | 288 | PLASTIC SHARROW SYMBOL | EA | 2.00 | \$200.00 | \$400.00 | \$285.00 | \$570.00 | \$335.00 | \$670.00 | \$336.00 | \$672.00 | \$275.00 | \$550.00 | |
| 8-22.5 | 289 | PAINTED BICYCLE LANE SYMBOL | EA | 6.00 | \$200.00 | \$1,200.00 | \$145.00 | \$870.00 | \$100.00 | \$600.00 | \$84.00 | \$504.00 | \$140.00 | \$840.00 | |
| 8-22.5 | 290 | REMOVE EXISTING PAVEMENT MARKINGS | LS | 1.00 | \$6,000.00 | \$6,000.00 | \$3,800.00 | \$3,800.00 | \$4,285.00 | \$4,285.00 | \$8,400.00 | \$8,400.00 | \$3,600.00 | \$3,600.00 | |
| 8-32.5 | 291 | PROJECT SIGN | EA | 2.00 | \$500.00 | \$1,000.00 | \$1,900.00 | \$3,800.00 | \$1,440.00 | \$2,880.00 | \$650.00 | \$1,300.00 | \$2,000.00 | \$4,000.00 | |
| SCHEDULE B BID | | | | | | \$1,147,375.00 | | \$1,798,095.00 | | \$1,440,634.90 | | \$1,527,934.50 | | \$1,994,782.00 | |
| SALES TAX 0% PER W.S. REVENUE RULE NO. 171 | | | | | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | |
| SCHEDULE B TOTAL | | | | | | \$1,147,375.00 | | \$1,798,095.00 | | \$1,440,634.90 | | \$1,527,934.50 | | \$1,994,782.00 | |
| BID TOTAL (SCHEDULE A + SCHEDULE B) | | | | | | \$1,206,233.05 | | \$1,859,226.49 | | \$1,494,119.22 | | \$1,592,252.09 | | \$2,082,735.71 | |



PART 3 - CONTRACT DOCUMENTS

PUBLIC WORKS CONTRACT

THIS PUBLIC WORKS CONTRACT (the “Contract”) 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 (the “City”) and SRV Construction, Inc., a Corporation, organized under the laws of the State of Washington, located and doing business at P.O. Box 507, Anacortes, WA 98221, (the “Contractor”).

WITNESSETH:

Whereas, the City desires to have certain public work performed as hereinafter set forth, requiring specialized skills and other supportive capabilities; and

Whereas, the Contractor represents that it is qualified and possesses sufficient skills and the necessary capabilities to perform the services set forth in this Contract.

NOW, THEREFORE, in consideration of the terms, conditions, and agreements contained herein, the parties hereto agree as follows:

- I. SCOPE OF WORK.** The Contractor agrees to do all work and furnish all labor, tools, materials, equipment, and supplies required to build and construct and to build and construct in a workmanlike manner the work, improvements, and appurtenances in order to accomplish the following project:

LID Improvements for Cedar Avenue (D2101)

All such work, labor, tools, materials, equipment, and supplies to be procured and furnished in accordance with the following documents (the “Contract Documents”) which are incorporated by reference and are hereby made a part of this Contract:

- A. This Contract;
- B. The Call for Bids, Information for Bidders, and Bidder’s Checklist;
- C. 2020 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction as modified by all amendments thereto as of the date of the Contractor’s bid;
- D. Special Provisions
- E. Plans, Drawings, Project and Technical Specifications;
- F. Addenda (if any)
- G. Contractor's Proposal/Bid
- H. Payment Bond and Performance Bond; and
- I. All provisions required by law whether set forth and reproduced herein or not.

and shall perform any alterations in or additions to the work provided under this Contract and every part thereof.

The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this Contract, except as may otherwise be provided in the Contract Documents.

The Contractor shall guarantee said materials and work for a period of one year after completion of this Contract.

- II. TIME FOR COMPLETION & LIQUIDATED DAMAGES.** Substantial completion shall be achieved within One Hundred (100) working days of the effective date of the Notice to Proceed. If said work is not completed within the time specified, the Contractor agrees to pay the City liquidated damages as provided in Section 1-08.9 of the Standard Specifications.
- III. COMPENSATION AND METHOD OF PAYMENT.** The lump sum/total itemized amount of the Contract is One Million Five Hundred Ninety Two Thousand Two Hundred Fifty Two Dollars and Nine Cents (\$1,592,252.09) including Washington State Sales Tax. The total Project cost includes all costs associated with the Project work, including, but not limited to labor, materials, overhead, and administrative, permit, and regulatory costs, unless otherwise agreed in writing. The Project cost is based on the proposal/bid submitted by the Contractor dated June 24, 2021. The basis for final payment will be the actual amount of work performed according to the Contract Documents and payments, whether partial or final, shall be made as specified therein.
- IV. ATTORNEY FEES.** Should either the City or the Contractor commence any legal action relating to the provisions of this Contract, or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses and reasonable attorney fees.
- V. INDEMNIFICATION.** In addition to any other obligations contained in the Contract Documents,
- A. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.
 - B. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.
 - C. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as

provided in RCW 4.24.115. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Contractor’s waiver of immunity by the provisions of this paragraph extends only to claims against the Contractor by the City and does not include, or extend to, any claims by the Contractor’s employees directly against Contractor. The obligations of Contractor under this subsection have been mutually negotiated by the parties hereto, and Contractor acknowledges that the City would not enter into this Contract without the waiver thereof of Contractor.
_____ (City initials) _____ (Contractor initials)

D. The provisions of this section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

VI. CONTRACT ADMINISTRATION.

This Contract shall be administered Krysta Verbarendse on behalf of the Contractor and by Adam Benton on behalf of the City. Any written notices required by the terms of this Contract shall be served or mailed to the following addresses:

Contractor:
SRV Construction, Inc.
Attn: Krysta Verbarendse
P.O. Box 507
Anacortes, WA 98221

City:
City of Marysville
Public Works – Attn: Adam Benton
80 Columbia Ave
Marysville, WA 98270

VII. PREVAILING WAGES. The Contractor shall comply with all state and federal laws relating to the employment of labor and wage rates to be paid.

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

DATED this _____ day of _____, 2021.

CITY OF MARYSVILLE

By: _____
Jon Nehring, Mayor

DATED this _____ day of _____, 2021.

SRV CONSTRUCTION, INC.

By: _____
Krysta Verbarendse
Its: Corporate Secretary

Attested/Authenticated:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

**PERFORMANCE BOND
to City of Marysville, WA**

Bond No. _____

The City of Marysville, Washington (the "City"), has awarded to SRV Construction, Inc. (the "Principal"), a contract for the construction of the project designated as the LID Improvements for Cedar Avenue project, Project No. D2101, in Marysville, Washington (the "Contract"), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and _____ (the "Surety"), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City in the sum of _____ U.S. Dollars (\$) _____ Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration, or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way, affect its obligation on this bond, and waives notice of any change, extension of time, alteration, or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to the Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts and shall be signed by the parties' duly authorized officers. This bond will only be accepted if its accompanied by a fully executed and original power of attorney for the office executing on behalf of the Surety.

| Principal | Date | Surety | Date |
|------------------------------|-------|---------------------------|-------|
| _____ Principal Signature | _____ | _____ Surety Signature | _____ |
| Printed Name: _____ | | Printed Name: _____ | |
| Title: _____ | | Title: _____ | |

Name, address, and telephone number of local office/agent of Surety is:

**PAYMENT BOND
to City of Marysville, WA**

Bond No. _____

The City of Marysville, Washington (the "City"), has awarded to SRV Construction, Inc. (the "Principal"), a contract for the construction of the project designated as the LID Improvements for Cedar Avenue project, Project No. D2101, in Marysville, Washington (the "Contract"), and said Principal is required under the terms of that Contract to furnish a payment bond in accordance with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and _____ (the "Surety"), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City in the sum of _____ U.S. Dollars (\$) _____ Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08, 39.12, and 60.28, including all workers, laborers, mechanics, subcontractors, and material suppliers, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work; and shall pay the taxes, fees, and penalties incurred on the project; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration, or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way, affect its obligation on this bond, and waives notice of any change, extension of time, alteration, or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to the Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts and shall be signed by the parties' duly authorized officers. This bond will only be accepted if its accompanied by a fully executed and original power of attorney for the office executing on behalf of the Surety.

Principal

Surety

Principal Signature Date

Surety Signature Date

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Name, address, and telephone number of local office/agent of Surety is:

| |
|--|
| |
|--|

CONTRACTOR'S DECLARATION OF OPTION FOR MANAGEMENT OF STATUTORY RETAINED PERCENTAGE

Monies reserved under provisions of Chapter 60.28 RCW, at the option of the Contractor, shall be:

Select one:

- (1) Retained in a fund by the City.** No interest will be earned on the retained percentage amount under this election.
- (2) Deposited in an Interest-Bearing Account.** Deposited by the City in an interest-bearing account in a bank, mutual savings bank, or savings and loan association. Funds may not be withdrawn until sixty (60) days after the completion date of the work and must be in accordance with Chapters 60.28 and 39.12 RCW. Interest on such account will be paid to the Contractor. Fees incurred shall be the responsibility of the Contractor.

If this option is selected, the Contractor must complete the attached "Assignment of Savings or Time Deposit Escrow Retained Percentage Holding Account" form.

- (3) Placed in an Escrow Account Chosen by Contractor.** Placed in escrow with a bank or trust company by the City. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the City and the bonds and securities held in escrow. The Contractor is solely responsible for all costs which may accrue from escrow services, brokerage costs, or both, and assumes all risks in connection with the investment of the retained percentages in securities.

If this option is selected, the Contractor must complete two copies of the attached "Retainage Escrow Agreement" form.

- (4) Bond in Lieu of Retainage.** In lieu of the City withholding retainage, the Contractor will submit a Retainage Bond which must be effective until sixty (60) days following the completion date of the work and in accordance with Chapters 60.28 and 39.12 RCW.

If this option is selected, the Contractor must complete the attached "Retainage Bond" form.

Contractor

Contractor's Signature

Printed Name: _____

Title: _____

Date: _____

**Assignment of Savings or Time Deposit Escrow
Retained Percentage Holding Account**

The undersigned _____ hereby referenced to as "Contractor" has directed CITY OF MARYSVILLE herein referred to as "Agency" to deliver its warrants or checks payable to _____, herein after the "Bank" and the Contractor jointly. Such warrants or checks shall be deposited to Account # _____ as an Escrow Retained Percentage Holding Account.

All deposits to the account shall not be subject to withdrawal until the Bank is notified by the Agency, in writing, authorizing the release of such funds. All interest earned on this account shall be paid to the Contractor. Any costs or fees incurred as a result of placing the said retained percentage funds in this account shall be paid by the Contractor.

SRV Construction, Inc.
Contractor

Agency: City of Marysville

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Date: _____

Date: _____

Bank

Signature: _____

Name: _____

Title: _____

Address: _____

Phone: _____

Date: _____



| | |
|-------------------|-----------------------------------|
| Project | LID Improvements for Cedar Avenue |
| Contractor | SRV Construction, Inc. |
| Bank | |

The Undersigned, _____, hereinafter referred to as the Contractor, and the City of Marysville, hereinafter referred to as the City, have entered into a public works construction contract.

Under the terms of the Contract, and pursuant to Chapter 60.28. RCW, the Contractor and the Public Body have agreed to deposit any and all retainage from the Contract into an interest bearing depository account (the "Retainage Account") with _____ (the "Bank"), subject to the following instructions:

RETAINAGE ESCROW AGREEMENT AND INSTRUCTIONS

1. **Escrow Agreement.** The Contractor on a public improvement project for the City exercised its option pursuant to RCW 60.28.011 (1994) to place Retainage in escrow with the Bank. This Agreement constitutes both the escrow agreement between the City and Contractor and instructions to the Bank for handling of the Escrow Account. This Agreement is not effective until (a) the Agreement has been signed by the Contractor, Bank and City and (b) Contractor, Bank and City have entered the appropriate information in Exhibit A.
2. **Check Issuance, Endorsement, and Deposit.** From time to time, the City will issue a Check payable to the Bank and Contractor jointly. Contractor expressly authorizes and grants the power to the Bank to endorse the check on its behalf, to negotiate the check, collect the funds represented by the Check, and to deposit the funds so collected into the Escrow Account. These powers shall be deemed to be powers coupled with an interest and shall be irrevocable during the term of this escrow.
3. **Investment of Funds.** Funds and cash balances in the Escrow Account may be invested in Eligible Securities at the direction of the Contractor. For purchase of Eligible Securities, the Bank may follow the last written direction it received from the Contractor, provided such direction provides for investment in Eligible Securities. The Bank shall not invest any funds, cash balances, or proceeds of sale of Eligible Securities in any securities, bonds or accounts that are not Eligible Securities. Eligible Securities purchased pursuant to this Agreement shall be held by the Bank as custodian as part of this escrow. Eligible Securities shall be held in the Bank's name. Interest on the purchased Eligible Securities, if any, shall be paid to Contractor when, as and if any accrued interest is received by the Bank.
4. **Eligible Securities.** The following securities are deemed Eligible Securities, and the Bank may invest funds and cash balances in such securities at the direction of Contractor without further approval of the City, provided that any maturity dates are no later than twenty-five (25) calendar days after the Completion Date and provided they are held in a manner and form that

allows Bank alone to liquidate the securities as provided for in the Agreement.

- A. Bills, certificates, notes or bonds of the United States;
- B. Other obligations of the United States or its agencies;
- C. Obligations of any corporation wholly owned by the Government of the United States;
- D. Indebtedness of the Federal National Mortgage Association;
- E. Time deposits in commercial banks; and
- F. Mutual funds, pools, or investment trusts, provided the investments of the fund, pool or trust consists solely of securities listed in herein.

Other securities may be deemed Eligible Securities upon the written request of the Contractor and written approval of the City, provided the City has the staff assistance and expertise which will permit it to exercise sound judgment in assessing the security. The City shall consider probable safety, risk to principal, liquidity and any other factor the City deems reasonable to consider. Nothing herein obligates the City to incur any expense or charge to assess the appropriateness of a proposed security. The City has no obligation to consider a proposed security if the City would incur expenses, charges or fees in its assessment of the appropriateness of the security as an investment. If the proposed security has a maturity date, the security must mature on or before the Completion Date. The Contractor expressly acknowledges that any investment in securities involves risks, including, but not limited to, the risks of loss or diminution of principal and failure to realize anticipated or expected appreciation, dividends, interest, or other gain. Contractor expressly waives and releases both City and Bank from any and all liability associated with, or arising out of, these and all market risks.

5. *Bank Duties and Responsibilities.* Although the Bank will be a joint payee of any Check, the Bank shall only have (a) those duties and responsibilities that a depository bank would have pursuant to Article 4 of the Uniform Commercial Code of the State of Washington for an item deposited to Bank and (b) those duties and responsibilities created by this Agreement. The Bank must not deliver to the Contractor all or any part of the securities or money held by the Bank pursuant to this Agreement (or any proceeds from the sale of such securities, or the negotiation of the City's warrants or checks) except in accordance with written instructions from the City. The City Clerk is authorized to give written instructions and the Finance Director or Treasurer (or its designee) is authorized to give written approval of securities. Written instructions and written approval of securities must be countersigned by the City Attorney. The City may designate different authorized persons from time to time by notifying the Bank in writing of the change, which notice must be countersigned by the City Attorney.

6. *Change of Completion Date.* Upon written request by the Bank, City shall advise the Bank in writing of any change in the Completion Date. If the changed Completion Date is later than the original Completion Date, the Bank may reinvest any funds on hand, cash balances or proceeds of Eligible Securities with maturities, reverse loads, etc. consistent with the later

Completion Date. If the changed Completion Date is earlier than the original Completion Date, the Bank shall execute such transactions as are commercially reasonable to liquidate Eligible Securities in the Escrow Account no later than twenty-five (25) calendar days after the earlier Completion Date.

7. Return of Funds to City. At the City's sole option and notwithstanding any other provision of this Agreement, the City may direct the Bank in writing to liquidate any and all Eligible Securities held in or for the Escrow Account and to deliver all funds, cash, accrued interest and proceeds in the Escrow Account to the City. Such liquidation shall occur within thirty-five (35) calendar days of receipt of the written direction.

8. Compensation of Bank. Contractor shall be solely responsible for, and shall pay separately to the Bank, any and all fees, charges, or commissions of the Bank relating to the Escrow Account. No fees, charges or commissions of any kind may be deducted by the Bank from any property, funds, proceeds or Eligible Securities in the Escrow Account until and unless the City directs the release of the Escrow Account to the Contractor, in which case the Bank is hereby granted a lien upon the property, proceeds or Eligible Securities in the Escrow Account for the entire amount of unpaid Bank fees, costs or charges arising out of or relating to the Escrow Account. Said lien arises and is effective upon the City's written direction to release the Escrow Account to the Contractor. The City shall not be liable for any fees, charges, expenses or commissions relating to the Escrow Account or any Eligible Securities.

9. Termination of Escrow By Bank. Bank may terminate the escrow by giving written notice to the City and Contractor. Within twenty (20) calendar days of the receipt of such notice, the City and Contractor shall jointly appoint a successor escrow holder and instruct Bank to deliver all securities and funds of the Escrow Account to said successor. If Bank is not so notified of the appointment of a successor escrow holder, Bank may return all funds, securities and contents of the Escrow Account to the City.

10. Definitions

"*Agreement*" shall mean this document, including exhibit A when completely executed by the City, Contractor and Bank.

"*Bank*" shall mean that national or state chartered bank identified in Exhibit A that holds the escrow.

"*Check*" shall mean a check or warrant payable jointly to the Bank and Contractor, representing accrued Retainage.

"*City*" shall mean the City of Marysville, a municipal corporation of the State of Washington.

"*Completion Date*" shall mean that date occurring immediately after the expiration of the project duration (as defined by the contract for the public improvement), including any agreed extensions thereof. The initial Completion Date can be found in Exhibit A.

"*Contractor*" shall mean the undersigned contractor.

"*Escrow Account*" shall mean the escrow created by this Agreement.

“Eligible Securities” are those bonds and securities identified in the paragraph 4 above.

“Retainage” shall mean moneys reserved by the City under the provisions of a public improvement contract.

11. Miscellaneous.

A. With the possible exception of any agreement between the Bank and Contractor regarding amount and payment of fees, commissions and charges related to the Escrow Account, this document contains the entire agreement between the Bank, Contractor and the City with respect to this Escrow Account.

B. This Agreement binds the assigns, successors, personal representatives and heirs of the parties hereto. Those persons executing this Agreement represent and warrant they are duly authorized to bind their principals to this Agreement and to execute this Agreement on their behalf.

C. Venue for any dispute arising out of, or related to, this Agreement shall be Snohomish County, Washington.

D. This Agreement shall be executed in triplicate, each of which shall be deemed to be an original.

| | |
|--|--|
| <p>AGREED AND ACCEPTED this the ___ day of _____, 2021.</p> <p>SRV CONSTRUCTION, INC. CONTRACTOR</p> <p>By: _____ Printed Name: _____ Title: _____ Address: _____ City: _____ State: _____ Zip: _____</p> <p>Tax ID #: _____</p> | <p>AGREED AND ACCEPTED this the ___ day of _____, 2021.</p> <p>CITY OF MARYSVILLE</p> <p>By: _____ Jon Nehring, Mayor</p> <p>ATTEST:</p> <p>By: _____ _____, Deputy City Clerk</p> |
| <p>AGREED AND ACCEPTED this the ___ day of _____, 2021.</p> <p>_____</p> <p>BANK</p> <p>By: _____ Printed name: _____ Its: _____</p> | <p>APPROVED AS TO FORM:</p> <p>By: _____ Jon Walker, City Attorney</p> |

EXHIBIT A

City Supplied Information. The City provides the following information:

| | |
|------------------------|---|
| Project | LID Improvements for Cedar Avenue Name |
| | Work Order # (if applicable) |
| Contractor | SRV Construction, Inc. |
| Bank | |
| Completion Date | |

Bank Supplied Information. Bank provides the following information:

| | | |
|-----------------------|--------------------------------|--|
| Bank | Name | |
| | Branch | |
| | Address/Phone | |
| | Contact Person/Account Officer | |
| Escrow Account | Account Name | |
| | Bank Account # | |

Contractor Supplied Information. Contractor provides the following information:

| | | |
|-------------------|--|------------------------|
| Contractor | Name | SRV Construction, Inc. |
| | Address/Phone | |
| | Representative Authorized to Direct Investment | |

RETAINAGE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, that SRV Construction, Inc., a corporation organized under the laws of the State of Washington, and registered to do business in the State of Washington as a contractor, as Principal, and _____ (Surety), a corporation organized under the laws of the State of _____ and registered to transact business in the in the State of Washington as surety, as Surety, their heirs, executors, administrators, successors, and assigns, are jointly and severally held and bound to the City of Marysville, Washington, hereinafter called "City", and are similarly held and bound unto the beneficiaries of the trust fund created by RCW Chapter 60.28, in the sum of _____ and ___/100's Dollars (\$_____), or five percent (5%) of all monies now or hereafter earned by the Principal in connection with the below-referenced Contract, the payment of which, well and truly to be paid, we bind ourselves, our heirs, executors and successors, jointly and severally, formally by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE THAT:

WHEREAS, on _____, 20____, the Principal executed a contract (the "Contract") with the City known as:

Project Name: LID Improvements for Cedar Avenue

Contract Number: D2101

And,

WHEREAS, said Contract and RCW Chapter 60.28 require the City to withhold from the Principal the sum of five percent (5%) from monies earned by the Principal during the progress of the construction, hereinafter referred to as "earned retained funds"; and

WHEREAS, the Principal has requested that the City accept a retainage bond and release earned retained funds to the Principal, as allowed under RCW Chapter. 60.28;

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

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


1. Any suit or action under this bond must be instituted within the time period provided by applicable law. The bond shall be subject to all claims and liens provided for by law or Contract against the earned retained funds and in the same manner and priority as set forth for retained percentages in RCW Ch. 60.28 and the Contract.

2. The Surety hereby consents to and waives notice of any extension in the time for performance of the Contract, assignment of obligations under the Contract, or Contract alteration, termination, amendment or change order. This expressly includes, but is not limited to, consent to and waiver of any notice with respect to increases in the Contract price by change

Index #6

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 12, 2021

| | |
|--|--|
| AGENDA ITEM: | |
| Contract Award – Jennings Park Pickleball Courts | |
| PREPARED BY: |  |
| Dave Rasar, Engineering Technician | |
| DEPARTMENT: | |
| Public Works, Engineering | |
| ATTACHMENTS: | |
| Certified Bid Tab, Vicinity Map, Contract | |
| BUDGET CODE: | AMOUNT: |
| 31000076.563000.P2102 | \$251,364.90 |
| SUMMARY: | |

This project will construct eight pickleball courts at Jennings Park. The project includes site excavation, grading, stormwater utilities, paving, court surfacing and fencing.

The project was advertised for a June 24th, 2021 bid opening. The City received 4 bids as shown on the attached bid tabulation. The low bidder was Matia Contractors at \$239,395.14. The engineer's estimate is \$200,000. References have been checked and found to be satisfactory.

| | |
|----------------------------|--------------------|
| Contract Bid: | \$239,395.14 |
| <u>Management Reserve:</u> | <u>\$11,969.76</u> |
| Total: | \$251,364.90 |

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the Jennings Park Pickleball Courts project contract with Matia Contractors in the amount of \$239,395.14 and approve a management reserve of \$11,969.76 for a total allocation of \$251,364.90.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute the Jennings Park Pickleball Courts project contract with Matia Contractors in the amount of \$239,395.14, and approve a management reserve of \$11,969.76, for a total allocation of \$251,364.90.



Jennings Park Pickleball Courts

6/24/2021

31000076.563000.P2102 - JENNINGS PARK PICKLEBALL COURTS

| Schdule A | | | | Engineer's Estimate | | Grenlar Construction | | Blue Mountain Construction Group | | Gregco Excavating | | Matia Contractors | | |
|-----------|------|---|----------|---------------------|-------------|----------------------|-------------|----------------------------------|-------------|---------------------|-------------|---------------------|-------------|---------------------|
| Section | Item | Description | Quantity | Units | Unit Prices | Total Price | Unit Prices | Total Price | Unit Prices | Total Price | Unit Prices | Total Price | Unit Prices | Total Price |
| 1-04.4 | 1 | MINOR CHANGES | EST | 1 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 |
| 1-05.4 | 2 | CONSTRUCTION SURVEYING | LS | 1 | \$1,250.00 | \$1,250.00 | \$850.00 | \$850.00 | \$3,971.00 | \$3,971.00 | \$4,800.00 | \$4,800.00 | \$15,945.00 | \$15,945.00 |
| 1-07.15 | 3 | SPCC PLAN | LS | 1 | \$250.00 | \$250.00 | \$600.00 | \$600.00 | \$1,438.00 | \$1,438.00 | \$750.00 | \$750.00 | \$380.50 | \$380.50 |
| 1-09.7 | 4 | MOBILIZATION | LS | 1 | \$13,499.60 | \$13,499.60 | \$6,000.00 | \$6,000.00 | \$22,290.00 | \$22,290.00 | \$6,500.00 | \$6,500.00 | \$21,530.00 | \$21,530.00 |
| 2-03.5 | 5 | EXCAVATION INCL. HAUL | CY | 530 | \$35.00 | \$18,550.00 | \$70.00 | \$37,100.00 | \$93.00 | \$49,290.00 | \$38.00 | \$20,140.00 | \$26.30 | \$13,939.00 |
| 2-03.5 | 6 | EXCAVATION AND GRADING GRASS LINED SWALE | CY | 95 | \$45.00 | \$4,275.00 | \$78.00 | \$7,410.00 | \$71.00 | \$6,745.00 | \$99.75 | \$9,476.25 | \$64.10 | \$6,089.50 |
| 2-03.5 | 7 | GRAVEL BORROW INCL. HAUL | TON | 135 | \$28.00 | \$3,780.00 | \$78.00 | \$10,530.00 | \$58.00 | \$7,830.00 | \$38.00 | \$5,130.00 | \$38.10 | \$5,143.50 |
| 4-04.5 | 8 | CRUSHED SURFACING TOP COURSE | TON | 330 | \$45.00 | \$14,850.00 | \$75.00 | \$24,750.00 | \$67.00 | \$22,110.00 | \$41.00 | \$13,530.00 | \$37.85 | \$12,490.50 |
| 5-04.5 | 9 | HMA CI. 3/8 IN PG 64-22 | TON | 300 | \$145.00 | \$43,500.00 | \$199.00 | \$59,700.00 | \$148.00 | \$44,400.00 | \$157.30 | \$47,190.00 | \$115.00 | \$34,500.00 |
| 7-04.5 | 10 | PVC STORM SEWER PIPE - 6 INCH DIAM | LF | 120 | \$45.00 | \$5,400.00 | \$66.00 | \$7,920.00 | \$141.00 | \$16,920.00 | \$45.00 | \$5,400.00 | \$22.85 | \$2,742.00 |
| 7-04.5 | 11 | BEEHIVE STORM GRATE | EACH | 2 | \$250.00 | \$500.00 | \$990.00 | \$1,980.00 | \$898.00 | \$1,796.00 | \$281.50 | \$563.00 | \$401.20 | \$802.40 |
| 7-05.5 | 12 | CATCH BASIN TYPE 1 | EECH | 2 | \$1,200.00 | \$2,400.00 | \$1,500.00 | \$3,000.00 | \$2,200.00 | \$4,400.00 | \$1,550.00 | \$3,100.00 | \$1,497.00 | \$2,994.00 |
| 7-05.5 | 13 | CONNECTION TO DRAINAGE STRUCTURE | EACH | 1 | \$350.00 | \$350.00 | \$900.00 | \$900.00 | \$386.00 | \$386.00 | \$1,578.00 | \$1,578.00 | \$3,778.00 | \$3,778.00 |
| 8-01.5 | 14 | EROSION/WATER POLLUTION CONTROL | LS | 1 | \$4,500.00 | \$4,500.00 | \$600.00 | \$600.00 | \$10,656.00 | \$10,656.00 | \$3,000.00 | \$3,000.00 | \$8,950.00 | \$8,950.00 |
| 8-02.5 | 15 | TOPSOIL TYPE A | CY | 35 | \$50.00 | \$1,750.00 | \$67.00 | \$2,345.00 | \$158.00 | \$5,530.00 | \$94.00 | \$3,290.00 | \$53.35 | \$1,867.25 |
| 8-02.5 | 16 | HYDROSEEDING | LS | 1 | \$2,500.00 | \$2,500.00 | \$2,500.00 | \$2,500.00 | \$2,309.00 | \$2,309.00 | \$4,500.00 | \$4,500.00 | \$2,990.00 | \$2,990.00 |
| 8-12.5 | 17 | BLACK VINYL COATED CHAIN LINK FENCE - 8' | LF | 464 | \$50.00 | \$23,200.00 | \$114.00 | \$52,896.00 | \$60.00 | \$27,840.00 | \$82.50 | \$38,280.00 | \$80.00 | \$37,120.00 |
| 8-12.5 | 18 | BLACK VINYL COATED CHAIN LINK FENCE - 4' | LF | 106 | \$40.00 | \$4,240.00 | \$78.00 | \$8,268.00 | \$55.00 | \$5,830.00 | \$44.00 | \$4,664.00 | \$44.65 | \$4,732.90 |
| 8-12.5 | 19 | BLACK VINYL COATED CHAIN LINK FENCE GATE | EACH | 4 | \$400.00 | \$1,600.00 | \$900.00 | \$3,600.00 | \$591.00 | \$2,364.00 | \$616.00 | \$2,464.00 | \$625.00 | \$2,500.00 |
| 8-19.5 | 20 | INSTALL NET POST SLEEVES | EACH | 16 | \$150.00 | \$2,400.00 | \$420.00 | \$6,720.00 | \$92.00 | \$1,472.00 | \$1,593.00 | \$25,488.00 | \$735.70 | \$11,771.20 |
| 8-26.5 | 21 | FURNISH AND INSTALL COURT SURFACE INCLUDING LINES | SF | 14400 | \$2.00 | \$28,800.00 | \$3.00 | \$43,200.00 | \$3.00 | \$43,200.00 | \$1.71 | \$24,624.00 | \$1.65 | \$23,760.00 |
| | | SALES TAX @ 9.3% | | | | \$16,981.30 | | \$26,585.82 | | \$26,577.26 | | \$21,340.45 | | \$20,369.39 |
| | | | | | | \$199,575.90 | | \$312,454.82 | | \$312,354.26 | | \$250,807.70 | | \$239,395.14 |





51ST AVE NE

55TH AVENUE

86

Pickle Ball Court

City of Marysville Jennings Park Pickle Ball Court

-  Pickle Ball Court
-  Jennings Park



Map Plotted: June 2021



MARYSVILLE
WASHINGTON



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

PUBLIC WORKS CONTRACT

THIS PUBLIC WORKS CONTRACT (the “Contract”) 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 (the “City”) and Matia Contractors, Inc., a Corporation, organized under the laws of the State of Washington, located and doing business at 2112 Buchanan Loop, Ferndale, WA 98248-9801, (the “Contractor”).

WITNESSETH:

Whereas, the City desires to have certain public work performed as hereinafter set forth, requiring specialized skills and other supportive capabilities; and

Whereas, the Contractor represents that it is qualified and possesses sufficient skills and the necessary capabilities to perform the services set forth in this Contract.

NOW, THEREFORE, in consideration of the terms, conditions, and agreements contained herein, the parties hereto agree as follows:

- I. SCOPE OF WORK.** The Contractor agrees to do all work and furnish all labor, tools, materials, equipment, and supplies required to build and construct and to build and construct in a workmanlike manner the work, improvements, and appurtenances in order to accomplish the following project:

Jennings Park Pickleball Courts

All such work, labor, tools, materials, equipment, and supplies to be procured and furnished in accordance with the following documents (the “Contract Documents”) which are incorporated by reference and are hereby made a part of this Contract:

- A. This Contract;
- B. The Call for Bids, Information for Bidders, and Bidder’s Checklist;
- C. 2021 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction as modified by all amendments thereto as of the date of the Contractor’s bid;
- D. Special Provisions
- E. Plans, Drawings, Project and Technical Specifications;
- F. Addenda (if any)
- G. Contractor's Proposal/Bid
- H. Payment Bond and Performance Bond; and
- I. All provisions required by law whether set forth and reproduced herein or not.

and shall perform any alterations in or additions to the work provided under this Contract and every part thereof.

The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this Contract, except as may otherwise be provided in the Contract Documents.

The Contractor shall guarantee said materials and work for a period of one year after completion of this Contract.

- II. TIME FOR COMPLETION & LIQUIDATED DAMAGES.** Substantial completion shall be achieved within Forty (40) working days of the effective date of the Notice to Proceed. If said work is not completed within the time specified, the Contractor agrees to pay the City liquidated damages as provided in Section 1-08.9 of the Standard Specifications.
- III. COMPENSATION AND METHOD OF PAYMENT.** The lump sum/total itemized amount of the Contract is Two Hundred Thirty Nine Thousand, Three Hundred Ninety Five Dollars and Fourteen Cents (\$239,395.14) including Washington State Sales Tax. The total Project cost includes all costs associated with the Project work, including, but not limited to labor, materials, overhead, and administrative, permit, and regulatory costs, unless otherwise agreed in writing. The Project cost is based on the proposal/bid submitted by the Contractor dated June 24, 2021. The basis for final payment will be the actual amount of work performed according to the Contract Documents and payments, whether partial or final, shall be made as specified therein.
- IV. ATTORNEY FEES.** Should either the City or the Contractor commence any legal action relating to the provisions of this Contract, or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses and reasonable attorney fees.
- V. INDEMNIFICATION.** In addition to any other obligations contained in the Contract Documents,
- A. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.
 - B. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.
 - C. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as

provided in RCW 4.24.115. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Contractor’s waiver of immunity by the provisions of this paragraph extends only to claims against the Contractor by the City and does not include, or extend to, any claims by the Contractor’s employees directly against Contractor. The obligations of Contractor under this subsection have been mutually negotiated by the parties hereto, and Contractor acknowledges that the City would not enter into this Contract without the waiver thereof of Contractor.
_____ (City initials) _____ (Contractor initials)

D. The provisions of this section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

VI. CONTRACT ADMINISTRATION.

This Contract shall be administered by Nick Wylie (Contractor Representative) on behalf of the Contractor and by David Rasar (City Representative) on behalf of the City. Any written notices required by the terms of this Contract shall be served or mailed to the following addresses:

Contractor:
Matia Contractors, Inc.
Attn: Nick Wylie
2112 Buchanan Loop
Ferndale, WA 98248

City:
City of Marysville
Public Works – Attn: David Rasar
80 Columbia Ave
Marysville, WA 98270

VII. PREVAILING WAGES. The Contractor shall comply with all state and federal laws relating to the employment of labor and wage rates to be paid.

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

DATED this _____ day of _____, 20_____.

CITY OF MARYSVILLE

By: _____
Jon Nehring, Mayor

DATED this _____ day of _____, 20_____.

_____(CONTRACTOR)

By: _____

(Name)

Its: _____

(Title)

Attested/Authenticated:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

Index #7

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 12, 2021

| | |
|---|---------------------------|
| AGENDA ITEM: | |
| 2021 Citywide Road Re-Striping | |
| PREPARED BY: | DIRECTOR APPROVAL: |
| Jesse Perrault | |
| DEPARTMENT: | |
| Public Works (Streets Division) | |
| ATTACHMENTS: | |
| Certified Bid Tabulation and Contract | |
| BUDGET CODE: | AMOUNT: |
| 00110130.541000 | \$119,335.80 |
| SUMMARY: | |
| <p>The 2021 Roadway restriping project involves the installation of approximately 971,710 lineal feet of 4-inch and 6-inch roadway paint striping, and C-Curb painting, with water-borne paint in both yellow and white colors.</p> <p>The project bids were solicited through the MRSC Small Works Roster on June 15th, 2021. The project received 2 bids. Bids were opened on June 30th, 2021, and are shown on the attached certified bid tabulation. The low bidder was Specialized Pavement Markings, Inc., at \$108,486.80. The Engineers Estimate was \$118,203.90. References have been checked and found to be satisfactory.</p> | |
| Contract Bid: | \$108,486.80 |
| <u>Management Reserve:</u> | <u>\$ 10,849.00</u> |
| Construction Total: | \$119,335.80 |

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the 2021 Citywide Road Re-Striping Project contract with Specialized Pavement Markings, Inc. in the amount of \$108,486.80 and approve a management reserve of \$10,849.00 for a total allocation of \$119,335.80.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute the 2021 Citywide Road Re-Striping Project contract with Specialized Pavement Markings, Inc. in the amount of \$108,486.80 and approve a management reserve of \$10,849.00 for a total allocation of \$119,335.80.



2021 Road Re-Striping

7/1/2021

2021 Roadway Re-Striping Bid Tabulation

Apparent Low-Bid

| Item | Description | Quantity | Units | Engineer's Estimate | | SPM, Inc. | | Stripe-Rite | |
|-----------|---------------------|----------|------------|---------------------|---------------------|-------------|----------------------|-------------|---------------------|
| | | | | Unit Prices | Total Price | Unit Prices | Total Price | Unit Prices | Total Price |
| 1 | 4-INCH PAINT LINE | LF | 745,394.00 | \$0.11 | \$81,993.34 | \$0.10 | \$74,539.40 | \$0.120 | \$89,447.28 |
| 2 | 6-INCH PAINTED LINE | LF | 226,316.00 | \$0.16 | \$36,210.56 | \$0.15 | \$33,947.40 | \$0.20 | \$45,263.20 |
| SUBTOTAL: | | | | | \$118,203.90 | | \$108,486.80 | | \$134,710.48 |
| | | | | | \$118,203.90 | | \$ 108,486.80 | | \$134,710.48 |



SMALL PUBLIC WORKS CONTRACT

THIS SMALL PUBLIC WORKS CONTRACT (the “Contract”) 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 (the “City”), and Specialized Pavement Markings, Inc., a corporation, organized under the laws of the state of Oregon, located and doing business at 11095 SW Industrial Way, Tualatin, OR 97062 (the “Contractor”).

WHEREAS, the City desires to have approximately 971,710 lineal feet of painted pavement markings installed; and

WHEREAS, the Contractor represents that it is qualified and possesses sufficient skills and the necessary capabilities to perform, carry out, and complete the project and submitted a bid, proposal, or quote to the City to carry out the project; and

WHEREAS, the Contractor and the City desire to enter into this Contract for completion of the project in accordance with the terms and conditions of this Contract;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, the City and the Contractor agree as follows:

1. Scope of Work—the Project.

The Contractor shall perform, carry out, and complete the 2021 Road Re-Striping Project (the “Project”) more fully described in **EXHIBIT A** which is attached hereto and incorporated by this reference. Exhibit A may reference or include a description of the Project, the Contractor’s bid/proposal, plans, drawings, or technical specifications (collectively, with this Contract, the “Contract Documents”).

2. Term of Contract.

The term of this Contract shall commence upon full execution of this Contract by the City and the Contractor and shall terminate upon final payment by the City to the Contractor, unless sooner terminated by either party under Section 8 or another applicable provision of the Contract. The Project shall be completed no later than October 31st, 2021.

3. Commencement of Work.

The Contractor shall not commence any work under this Contract until the City issues a Notice to Proceed. The City will not issue a Notice to Proceed until the Contractor satisfies the following conditions:

- a. The Contract has been signed and fully executed by the parties.
- b. The Contractor has provided the City with satisfactory documentation that the Contractor is licensed and bonded as a contractor in the State of Washington.
- c. The Contractor has obtained a City of Marysville Business License and a State of Washington Unified Business Identifier number.

- d. The Contractor has provided the City with satisfactory documentation that it has industrial insurance coverage as required by Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW.
- e. The Contractor has provided the City with satisfactory documentation that it is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- f. The Contractor has provided the City with all certificates of insurance required under Section 13.

The Contractor must satisfy the proceeding conditions within fourteen (14) calendar days of the City providing the Contractor notice of the award of the Contract. The Contractor shall commence work on the Project within seven (7) calendar days of the City issuing the Notice to Proceed.

4. Payment for Project.

a. Total Contract Sum for the Project. The City shall pay the Contractor, for satisfactory completion of the Project, a Total Contract Sum not to exceed One Hundred Eight Thousand Four Hundred Eighty-Six Dollars and Eighty Cents, (\$108,486.80) including all applicable Washington State Sales Tax. The Total Contract Sum includes all expenses and costs incurred in planning, designing, and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project in conformance with the Contract Documents.

b. Statement of Intent to Pay Prevailing Wages. The City will not make any payment to the Contractor prior to receiving a copy of Contractor's Intent to Pay Prevailing Wages (or a Combined Intent/Affidavit if approved by the City).

c. Payments. The City will only pay the Contractor for satisfactorily completed work on the Project within the scope of the Contract Documents. Progress payments shall be based on the timely submittal by the Contractor of an invoice in a form acceptable to the City. The form shall be appropriately completed and signed by the Contractor. Invoices not signed and/or completed shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed invoice form and shall make payment to the Contractor within approximately thirty (30) calendar days thereafter. Progress payments shall be subject to retainage in accordance with subsection 7(b) below.

d. Withholding for Defective or Unauthorized Work. The City reserves the right to withhold payment from the Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of the Contract Documents; and extra work and materials furnished without the City's written approval. If, during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract Documents, the Contractor shall correct or modify the work to comply with the requirements of the Contract Documents. The City shall have the right to

withhold payment for such work until it meets the requirements of the Contract Documents. The City's decision not to, or failure to, withhold payment shall not constitute a waiver of the City's right to final inspection and acceptance of the Project.

e. Final Acceptance. Final Acceptance of the Project is determined when the Project is accepted by the Public Works Director or designee as being one hundred percent (100%) complete.

f. Final Payment: Waiver of Claims. The Contractor must request all changes and equitable adjustments, as provided for in Section 6, prior to seeking final payment. The Contractor's acceptance of final payment shall constitute a waiver of the Contractor's claims, except those previously and properly made and identified by the Contractor as unsettled at the time final payment is made and accepted.

g. Maintenance and Inspection of Financial Records. The Contractor shall maintain reasonable books, accounts, records, documents, and other evidence pertaining to the costs and expenses incurred and the consideration paid under this Contract, in accordance with reasonable and customary accepted accounting practices. All such records and accounts shall be subject to inspection and audit by representatives of City and the Washington State Auditor at all reasonable times and the Contractor shall provide the City copies upon request. The Contractor shall preserve and make available all such records and accounts for a period of three (3) years after final payment under this Contract.

5. Time is of the Essence/Liquidated Damages.

Time is of the essence in the performance of this Contract. The Contractor shall diligently pursue the Project work to physical completion by the date specified in Section 2. If said work is not completed within the time specified, the City will suffer harm, and the Contractor agrees to pay the City, as liquidated damages and for each and every calendar day said work remains uncompleted after expiration of the specified time, the sum set forth in Section 1-08.9 of the 2016 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, published by the Washington State Department of Transportation and incorporated herein by this reference. This amount shall be fixed as liquidated damages that the City will suffer by reason of such delay and not as a penalty. The City will have the right to deduct and retain the amount of liquidated damages from any amounts due or to become due to the Contractor. The Contractor shall not be liable for liquidated damages if the delay was due to causes not reasonably foreseeable to the parties at the time of contracting or causes that are entirely beyond the control and without the fault or negligence of the Contractor.

6. Changes.

The City may issue a written change order for any change in the work specified in the Contract Documents during the performance of the Contract. If the Contractor determines, for any reason, that a change order is necessary, the Contractor must submit a written change order request to the City's Contract Representative within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts and events giving rise to the requested change. If the

Contractor fails to request a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the Project.

If the City determines that the change order increases or decreases the Contractor's costs or time for completion, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order.

The Contractor accepts all requirements of a change order by (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting it within five (5) business days. A change order that is accepted by the Contractor as provided in this section shall constitute full payment and final settlement of all claims for direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.

7. Bonding and Retainage.

a. Payment and Performance Bond. Pursuant to Chapter 39.08 RCW, the Contractor shall provide the City a payment and performance bond for the Total Contract Sum to be in effect until the later of: sixty (60) days after the date of Final Acceptance, receipt of all necessary releases from applicable state agencies, or until settlement of any liens filed under Chapter 60.28 RCW.

b. Retainage. The City shall withhold retainage in the amount of five percent (5%) of any and all payments made to the Contractor until the later of: sixty (60) days after the date of Final Acceptance, receipt of all necessary releases from applicable state agencies, or until settlement of any liens filed under Chapter 60.28 RCW. The amount retained shall be placed in a fund by the City pursuant to RCW 60.28.011(4)(a), unless otherwise instructed by the Contractor within fourteen (14) calendar days of Contractor's execution of this Contract.

8. Termination of Contract.

a. Termination. The City may terminate this Contract and take possession of the premises and all materials thereon and finish the Project by whatever methods it may deem expedient, by giving ten (10) business days written notice to the Contractor, upon the occurrence of any one or more of the following: (1) The Contractor makes a general assignment for the benefit of its creditors, has a receiver appointed as a result of insolvency, or files for bankruptcy; (2) The Contractor persistently or repeatedly refuses or fails to complete the work herein necessary to complete the Project; (3) The Contractor fails to make prompt payment to a subcontractor for material or labor; (4) The Contractor persistently disregards instructions of the City's Contract Representative or otherwise substantially violates the terms of this Contract; or (5) The Contractor persistently disregards federal, state, or local laws, ordinances, regulations, or codes.

b. Payment in the Event of Termination. In the event this Contract is terminated by either party, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Contract Documents is satisfactorily completed, as

scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under this Contract exceeds the expense incurred by the City in finishing the Project and all damages sustained by the City or which may be sustained by reason of such refusal, neglect, failure, or discontinuance of performance, such excess shall be paid by the City to the Contractor. Such expense and damages shall include all reasonable legal expenses and costs incurred by the City to protect the rights and interests of the City under the Contract.

9. Contractor's Status as Independent Contractor.

The Contractor is a licensed, bonded, and insured contractor as required and in accordance with the laws of the State of Washington. The Contractor is acting as an independent contractor and has the ability to control and direct the performance and details of its work in the performance of each and every part of this Contract. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership, or agency between the Contractor and the City. No officer, employee, volunteer, agents, contractors, or subcontractors of the Contractor shall act on behalf of or represent him or herself as an agent or representative of the City. The Contractor and its officers, employees, volunteers, agents, contractors, and subcontractors shall not make a claim of City employment and shall not make a claim against the City for any employment related benefits, social security, and/or retirement benefits. The Contractor shall be solely responsible for compensating its officers, employees, volunteers, agents, contractors, and subcontractors and for paying all related taxes, deductions, and assessments, including, but not limited to, applicable use and sales taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Contract.

10. Prevailing Wages.

This Contract is subject to the requirement of Chapter 39.12 RCW and no worker, laborer, or mechanic employed in the performance of any part of this Contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. The Contractor shall assure that it and any subcontractors fully comply with the requirements of Chapter 39.12 RCW, Chapter 49.28 RCW, and any further laws or regulations applicable because of federal funding.

The State of Washington prevailing wage rates for Snohomish County apply to work performed under this Contract. The applicable prevailing wage rates may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>
A copy of the applicable prevailing wage rates are available for viewing at the City and upon request, the City will mail a hard copy of the applicable prevailing wages.

11. Contractor's Risk of Loss.

The Contractor understands that the whole of the work under this Contract is to be done at the Contractor's risk. The Contractor is familiar with all existing conditions and other contingencies likely to affect the work on the Project, and has made its proposal, bid, or quote

accordingly. The Contractor assumes the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion of the Project.

12. Indemnification and Hold Harmless.

a. The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

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

c. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against the Contractor by the City and does not include, or extend to, any claims by the Contractor's employees directly against Contractor. The obligations of the Contractor under this subsection have been mutually negotiated by the parties hereto, and the Contractor acknowledges that the City would not enter into this Contract without the waiver thereof of Contractor.

_____ (City Initials) _____ (Contractor Initials)

d. The provisions of this Section shall survive the expiration or termination of this Contract.

13. Insurance.

a. Insurance Term. The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Contract and for thirty (30) days after the Final Acceptance date, unless otherwise indicated herein.

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

c. Minimum Scope of Insurance. The Contractor's required insurance shall be of the types and coverage as stated below:

- i. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
 - ii. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
 - iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, and a \$2,000,000 products-completed operations aggregate limit.
- e. City Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.
- f. Other Insurance Provision. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

g. Contractor's Insurance for Other Losses. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors, or subcontractors as well as to any temporary structures, scaffolding, and protective fences.

h. Waiver of Subrogation. The Contractor and the City waive all rights against each other, any of their subcontractors, sub-subcontractors, agents, and employees, each of the other, for damages caused by fire or other perils to the extent covered by other property insurance obtained pursuant to this Section or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

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

j. Verification of Coverage. The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

k. Subcontractors. The Contractor shall cause each and every subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors. The Contractor shall ensure that the City is an additional insured on each and every subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

l. Notice of Cancellation. The Contractor shall provide the City and all additional insureds for this work with written notice of any policy cancellation within two business days of its receipt of such notice.

m. Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the required insurance shall constitute a material breach of the Contract, upon which the City may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

14. Additional Responsibilities of the Contractor.

a. Permits. The Contractor will apply for, pay for, and obtain any and all City, county, state, or federal permits necessary to commence, construct, and complete the Project. All required permits and associated costs shall be included in the Total Contract Sum for the Project.

b. Work Ethic. The Contractor shall perform all work and services under and pursuant to this Contract in timely, professional, and workmanlike manner.

c. Safety. The Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state, and local laws, ordinances, regulations, and codes. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards. The Contractor shall ensure that all trenches are provided with adequate safety systems as required by RCW Chapter 49.17 and WAC 296-155-650 and -655. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

d. Warranty and Correction of Defects. The Contractor guarantees and warrants all its work, materials, and equipment provided and utilized for the Project to be free from defects, damage, or failure which the City may, in its sole discretion, determine is the responsibility of the Contractor, for a period of one (1) year from the date of Final Acceptance of the Project. The Contractor is liable for any costs, losses, expenses, additional damages including consequential damages suffered by the City resulting from defects in, damage, or failure of the Contractor's work, materials, or equipment including, but not limited to, cost of materials and labor expended by the City in making repairs and the cost of engineering, inspection, and supervision by the City.

i. The Contractor is responsible for correcting all defects in workmanship, materials, or equipment discovered within one (1) year after Final Acceptance.

ii. Within seven (7) calendar days of receiving notice of a defect, the Contractor shall start work to correct such defects and shall complete the work within a reasonable time. After performing corrections, the Contractor is responsible for defects in workmanship, materials, and equipment for one (1) year after the City's acceptance of those corrections.

iii. If damage may result from delay or where loss of service may result, the City may choose to complete such corrections by contract or any other means, in which case the costs associated with correcting the defects and any damages resulting from the defects shall be borne by the Contractor.

iv. If the Contractor fails to correct a defect after receiving notice of the defect from the City or fails to bear the costs associated with correcting a defect, the Contractor will thereafter be considered non-responsible with regards to all City projects for one (1) year following the notice of the defect.

e. Compliance with Laws. The Contractor shall perform all work and services under and pursuant to this Contract in full compliance with any and all federal, state, or local laws, ordinances, regulations, or codes. The Contractor shall obtain a City of Marysville Business License prior to commencement of work under this Contract.

f. Nondiscrimination. The Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of

race, religion, creed, color, national origin, marital status, sex, sexual orientation, gender identity, age, disability, or other circumstances as may be defined by federal, state, or local law, ordinance, or regulation except for a bona fide occupational qualification.

15. City Ownership of Work Products.

All work products (reports, maps, designs, specifications, etc.) prepared by or at the request of the Contractor regarding the planning, design, and construction of the Project shall be the property of the City. The Contractor shall provide the City with paper and electronic copies of all work products in possession or control of Contractor at the time the Contractor requests final payment from or upon written request from the City.

16. Assignment and Subcontractors.

a. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the City.

b. The Contractor shall not subcontract any part of the work to be performed under this Contract without first obtaining the consent of the City and complying with the provisions of this Section.

c. In the event the Contractor does assign this Contract or employ any subcontractor, the Contractor agrees to bind in writing every assignee and subcontractor to the applicable terms and conditions of the Contract Documents.

d. The Contractor shall, before commencing any work, notify the City in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the City may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the City by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the City shall not constitute a waiver of any right of the City to reject defective work or work not in conformance with the Contract Documents. If the City, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.

e. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organization directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of person directly employed by it.

f. The Contract does not and shall not create or be construed to create any relationship, contractual or otherwise, between the City and any subcontractor or assignee. Nothing in the Contract shall create any obligation on the part of the City to pay or to assure payment of any monies due any subcontractor or assignee.

17. Notices and Contract Representatives.

All notices under this Contract shall be sent by registered or certified mail, postage prepaid, or hand-delivered to the addresses for each Contract Representative listed below. When hand delivered, notices are deemed effective on the date of receipt. When mailed, notices are deemed effective three (3) business days after deposit in the U.S. mail.

This Contract shall be administered for the City by the City's Contract Representative, Jesse Perrault, Street Division Supervisor, and shall be administered for the Contractor by the Contractor's Contract Representative, Candice Tavernier. The parties may designate different Contract Representatives by sending written notice to the other party.

To the City: Jesse Perrault, Street Division Supervisor
 City of Marysville
 80 Columbia Avenue
 Marysville, WA 98270

To Contractor: Specialized Pavement Marking, Inc.
 11095 Industrial Way, Suite A
 Tualatin, OR 97062
 (503) 885-0420

18. Conflict and Severability.

If a court of competent jurisdiction holds any part, term, or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining parts, terms, or provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.

If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

19. Integration, Supersession, and Modification.

This Contract, together with the Contract Documents, exhibits, and attachments represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended, modified, or added to only by a written amendment properly executed by both parties.

20. Non-Waiver.

A waiver by either party of a breach by the other party of any covenant or condition of this Contract shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Contract, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right.

21. Survival.

Any provision of this Contract which imposes an obligation after termination or expiration of this Contract shall survive the term or expiration of this Contract and shall be binding on the parties to this Contract.

22. Third Parties.

The City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

23. Governing Law.

This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

24. Venue.

The venue for any action to enforce or interpret this Contract shall lie in the Superior Court of Washington for Snohomish County, Washington.

25. Attorney Fees.

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

26. Authority to Bind Parties and Enter into Contract.

The undersigned represent that they have full authority to enter into this Contract and to bind the parties for and on behalf of the legal entities set forth herein.

27. Counterparts.

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Contract.

DATED this _____ day of _____, 20_____.

CITY OF MARYSVILLE

By: _____
Jon Nehring, Mayor

DATED this _____ day of _____, 20_____.

_____(CONTRACTOR)

By: _____
_____(Name)
Its: _____(Title)

Attested/Authenticated:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A
Scope of Work and Contract Documents