



# MARYSVILLE

WASHINGTON

**WORK SESSION**  
**MONDAY, JUNE 5, 2023 – 7:00 PM**  
**501 DELTA AVENUE**  
**MARYSVILLE, WA 98270**

## AGENDA

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**To listen to the meeting without providing public comment:**

**Join Zoom Meeting**

**<https://us06web.zoom.us/j/86246307568>**

**Or**

**Dial toll-free US: 888 475 4499**

**Meeting ID: 862 4630 7568**

**Call to Order**

**Pledge of Allegiance**

**Roll Call**

**Approval of the Agenda**

**Presentations**

**Discussion Items**

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

**Consent**

1. May 24, 2023 Claims in the Amount of \$2,848,749.43 Paid by EFT Transactions and Check Numbers 163013 through 163202 with Check Number 155244 Voided  
[052423.rtf](#)
2. May 25, 2023 Payroll in the Amount of \$1,746,863.38 Paid by EFT Transactions and Check Numbers 34599 through 34625

**Review Bids**

**Public Hearings**

**New Business**

3. Fire Hydrant Easement Agreement - Project Roxy (Amazon Dist. Ctr.) (Au21-0001)

Recommended Motion: I move to authorize the Mayor to sign and execute the Fire Hydrant Easement Agreement with Amazon.com Services LLC.

[Recordable - Fire Hydrant Easement Agreement.pdf](#)

4. Supplemental Agreement No. 2 with Parametrix, Inc. for Design and Permitting of the Geddes Remediation Project

Recommended Motion: I move to authorize the Mayor to sign and execute Supplemental Agreement No. 2 with Parametrix, Inc. for the design and permitting of the Geddes Remediation Project.

[PSA\\_SuppTime 2\\_05-09-23 PMX signed.pdf](#)

5. Supplement Agreement No. 1 with KBA, Inc. for Construction Management Services associated with the 52nd St NE and Sunnyside Blvd. Intersection Improvements Project

Recommended Motion: I move to authorize the Mayor to sign and execute Supplemental Agreement No. 1 with KBA, Inc. for construction management services associated with the 52nd St NE and Sunnyside Blvd Intersection Improvements Project.

[Supplemental Agreement 1-2 KBA signed.pdf](#)

6. Professional Services Agreement with RH2 Engineering, Inc., to provide preliminary design for the SR 528 Water Main Replacement Project

Recommended Motion: I move to authorize the Mayor to sign and execute the professional services agreement with RH2 Engineering, Inc., to provide preliminary design for the SR 528 Water Main Replacement Project in the amount of \$145,000.00.

[PSA\\_Consolidated.pdf](#)

[Vicinity Map.pdf](#)

7. Supplemental Agreement No. 1 with Otak, Inc. to provide consultant services for the 156<sup>th</sup> Street NE Corridor Improvement Project.

Recommended Motion: I move to authorize the Mayor to sign and execute Supplemental Agreement No. 1 with Otak, Inc. to provide consultant services for the 156<sup>th</sup> St NE Corridor Improvement Project.

[Supp 1\\_Consolidated.pdf](#)

8. Transportation Improvement Board (TIB) Grant Agreement for Rectangular Rapid Flashing Beacon (RRFB) Pilot Project

Recommended Motion: I move to authorize the Mayor to sign and execute the Fuel Tax Grant Agreement and Project Funding Status Form for the Transportation Improvement Board grant to fund the Rectangular Rapid Flashing Beacon (RRFB)

Pilot Project.  
[Fuel Tax Agreement.pdf](#)  
[TIB Funding Status Form.pdf](#)

9. Local Agency Agreement and Local Agency Federal Aid Project Prospectus with WSDOT for the 67th Ave NE & 52nd St NE Intersection Improvements

Recommended Motion: I move to authorize the Mayor to sign and execute the Local Agency Agreement and Local Agency Federal Aid Project Prospectus to obligate design funds for the 67th Ave NE & 52nd St NE Intersection project.

[LAA\\_140-039.pdf](#)  
[Project Prospectus.pdf](#)

10. Purchase Order Authorization with King County Directors Association and Contract for the Strawberry Fields Playground

Recommended Motion: I move to authorize the Mayor to sign and execute a purchase order to the King County Directors Association in the amount of \$433,761.42 and a contract with Landscape Structures, Inc. for the purchase and installation of playground equipment and play surfacing at Strawberry Fields Athletic Park and to approve a management reserve of \$43,376.13 for a total allocation of \$477,137.56.

[PW5 - Strawberry Playground 2023.pdf](#)  
[KCDA\\_PO\\_Strwberry Playground\\_20230602.pdf](#)

11. An **Ordinance** for Festival Sponsorship

Recommended Motion: I move to adopt Ordinance No. \_\_\_\_\_.

[Ordinance - Strawberry Festival Notice Final.pdf](#)

12. An **Ordinance** Amending MCC 3.51 Related to Petty Cash Fund

Recommended Motion: I move to adopt Ordinance No. \_\_\_\_\_.

[Amended Petty Cash Funds Ordinance - June2023.docx](#)

## 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 1-800-833-6384 (Voice Relay), 1-800-833-6388 (TDD Relay) two business days prior to the meeting date if any special accommodations are needed for this meeting.**



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** June 5, 2023

**SUBMITTED BY:** Accounting Technician Shauna Crane, Finance

**ITEM TYPE:** Claims

**AGENDA SECTION:** **Consent**

**SUBJECT:** May 24, 2023 Claims in the Amount of \$2,848,749.43 Paid by EFT Transactions and Check Numbers 163013 through 163202 with Check Number 155244 Voided

**SUGGESTED ACTION:**

**SUMMARY:**

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**ATTACHMENTS:**  
[052423.rtf](#)

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 5/24/2023 TO 5/24/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
163013	OWEN EQUIPMENT	KENWORTH HYDRO EXCAVATOR	EQUIPMENT RENTAL	699,880.02
163014	LICENSING, DEPT OF	DRIVING ABSTRACT - MEYER	PERSONNEL ADMINISTRATION	15.00
163015	LICENSING, DEPT OF	DRIVING ABSTRACT - CLOSE	PERSONNEL ADMINISTRATION	15.00
	LICENSING, DEPT OF	DRIVING ABSTRACT - HEYERDAHL	PERSONNEL ADMINISTRATION	15.00
	LICENSING, DEPT OF	DRIVING ABSTRACT - VELYCHKO	PERSONNEL ADMINISTRATION	15.00
163016	FIRST AMERICAN TITLE	CLOSING FUNDS 10729 STATE AVE	GMA - STREET	2,897.00
163017	TITAN STEEL STRUCTURE	PD EVIDENCE REMAINING BAL	CAPITAL EXPENDITURES	21,381.60
163018	CHICAGO TITLE INSURANCE	EARNEST MONEY DEPOSIT	AFFORDABLE HOUSING	10,000.00
163019	911 SUPPLY INC.	UNIFORM - BRITTON	DETENTION & CORRECTION	27.36
	911 SUPPLY INC.	UNIFORM - MARLIN	POLICE PATROL	27.53
	911 SUPPLY INC.	UNIFORM - GANN	POLICE PATROL	50.33
	911 SUPPLY INC.	UNIFORM - WIERSMA	YOUTH SERVICES	50.33
	911 SUPPLY INC.	UNIFORM - DELANTY	COMMUNITY SERVICES UNIT	259.51
	911 SUPPLY INC.	EAR PIECES	POLICE PATROL	295.10
	911 SUPPLY INC.	JUMPSUIT - GAY	POLICE PATROL	521.59
	911 SUPPLY INC.	VEST - KOWING	DETENTION & CORRECTION	1,739.46
	911 SUPPLY INC.	VEST - RAMOS	DETENTION & CORRECTION	1,739.46
	911 SUPPLY INC.	VEST - WASHBURN	DETENTION & CORRECTION	1,739.46
	911 SUPPLY INC.	VEST - GIBBS	DETENTION & CORRECTION	1,959.36
163020	ABOU-ZAKI, KAMAL	INTERPRETER SERVICE	COURTS	162.75
163021	ALEXANDER PRINTING	BUSINESS CARDS - ALDRICH	EXECUTIVE ADMIN	97.95
	ALEXANDER PRINTING	BUSINESS CARDS - MANCHESTER	PERSONNEL ADMINISTRATION	129.31
	ALEXANDER PRINTING	PRINT SERVICE	POLICE PATROL	283.82
	ALEXANDER PRINTING		POLICE PATROL	408.48
163022	AMAZON CAPITAL	EMBEDDED SOCIAL WORKER	EMBEDDED SOCIAL WORKER	13.88
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	32.80
	AMAZON CAPITAL	UNIFORM - MOSALSKY	COMMUNITY SERVICES UNIT	89.70
	AMAZON CAPITAL	SUPPLIES	POLICE PATROL	187.35
	AMAZON CAPITAL		POLICE ADMINISTRATION	188.12
163023	ANDERSON, ALLAN & JO	UTILITY BILLING REFUND	WATER/SEWER OPERATION	171.19
163024	ANDERSON, KRISTEN	PROTEM SERVICE	MUNICIPAL COURTS	185.00
163025	ANDES LAND SURVEY		CAPITAL EXPENDITURES	300.00
163026	APFS INC	REFUND - NOT RESIDENTIAL	GENL FUND-OTHER MISC REV	90.00
163027	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	167.17
163028	ARG INDUSTRIAL	SUPPLIES	WATER DIST MAINS	130.81
	ARG INDUSTRIAL	WATER PRESSURE HOSE AND REEL	WATER DIST MAINS	486.31
163029	ARLINGTON HARDWARE	SUPPLIES	WATER DIST MAINS	268.52
163030	BEAUPRE, MITCHELL	REIMBURSEMENT FOR TASERS RETURN	POLICE TRAINING-FIREARMS	8.12
	BEAUPRE, MITCHELL	REFUND - COLLEGE TRANSCRIPT	POLICE TRAINING-FIREARMS	30.00
163031	BEAVER HEATING & AIR	REFUND - OUTSIDE CITY LIMITS	NON-BUS LICENSES AND	70.00
163032	BELLEME, JOSEPH	REIMBURSEMENT - TRAINING	PROPERTY TASK FORCE	288.01
163033	BERNER, ELIAS	INTERPRETER SERVICE	COURTS	169.30
163034	BEST, JENA	REFUND THEATER MOVEMENT	PARKS-RECREATION	52.00
163035	BICKFORD FORD	BRAKE CALIPER SLIDE BOLT KIT	EQUIPMENT RENTAL	6.06
	BICKFORD FORD	BRAKE CALIPER MOUNTING BOLT - P168	EQUIPMENT RENTAL	6.63
	BICKFORD FORD	MOTORCRAFT SEALANT - P169	EQUIPMENT RENTAL	63.67
	BICKFORD FORD	WATER PUMP ASSEMBLY - P169	EQUIPMENT RENTAL	142.41
163036	BILLING DOCUMENT SPE	PRINTING SERVICE 4/28 TO 4/28	UTILITY BILLING	420.99
	BILLING DOCUMENT SPE	PRINTING SERVICE 5/2 TO 5/5/23	UTILITY BILLING	1,684.13
	BILLING DOCUMENT SPE	PRINTING SERVICE 4/28 TO 4/28	UTILITY BILLING	2,054.50
	BILLING DOCUMENT SPE	PRINTING SERVICE 5/8 TO 5/15/23	UTILITY BILLING	2,731.36

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163036	BILLING DOCUMENT SPE	PRINTING SERVICE 4/25 TO 4/27/2	UTILITY BILLING	2,777.28
163037	BLAKE, BRANDON	REFUND TRAINING - AMMUNITION	POLICE TRAINING-FIREARMS	466.40
163038	BOB BARKER COMPANY	SUPPLIES	DETENTION & CORRECTION	3,328.78
163039	BOSLEY ENERGY SERV	HOMELESS CAMP CLEAN-UP	ROADSIDE VEGETATION	6,454.60
	BOSLEY ENERGY SERV		ROADSIDE VEGETATION	9,681.90
163040	BOUCARD, SUSAN	REFUND - PICNIC	PARKS-RECREATION	65.00
163041	BREVIG, NICK	REIMBURSEMENT - AMMUNITION	POLICE TRAINING-FIREARMS	37.29
	BREVIG, NICK		POLICE TRAINING-FIREARMS	155.41
163042	BURTIS, MICHAEL	WASPC SPRING CONFERENCE	DETENTION & CORRECTION	207.00
163043	BUYER ACCEPTED LLC	UB REFUND	GARBAGE	24.35
163044	CANON FINANCIAL	GIS PLOTTER SERVICE	GIS SERVICES IS	267.80
163045	CASCADE SAWING	GAS SLAB SAW	WATER SERVICES	656.40
163046	CASCADIA CONSULTING	CLIMATE VULNERABILITY ASSESSMENT	COMMUNITY	40,347.50
163047	CATHOLIC COMMUNITY	CCS - CHORE SERVICES APRIL 2023	COMMUNITY	657.15
	CATHOLIC COMMUNITY	CCS - CHORE SERVICES MARCH 2023	COMMUNITY	721.78
	CATHOLIC COMMUNITY		COMMUNITY	721.78
163048	CIMCO-GC SYSTEMS	BRONZE RESTRICTION FITTING	WATER DIST MAINS	381.36
	CIMCO-GC SYSTEMS	CV REPAIR KIT	WATER DIST MAINS	406.52
163049	CITY OF MARYSVILLE	UTILITY BILLING REFUND 1407 1ST ST	WATER/SEWER OPERATION	100.52
163050	CNR INC	MITEL LICENSES	IS REPLACEMENT ACCOUNTS	2,953.80
163051	COAST GUARD AUXILIARY	INSTRUCTOR SERVICE	RECREATION SERVICES	72.00
163052	COCKRELL & ASSOCIATE	INSURANCE RECOVERY PAYMENT	SURFACE WATER CAPITAL	1,142.11
163053	COLLIER, MARY	UTILITY BILLING REFUND	WATER/SEWER OPERATION	81.06
163054	COMCAST	ACCT #8498310020341322	COMPUTER SERVICES	451.23
163055	COMMONSTREET	PROFESSIONAL SERVICE	GMA - STREET	17,433.72
163056	CONSOLIDATED PRESS	QUARTERLY NEWSLETTER	EXECUTIVE ADMIN	5,470.15
163057	COOP SUPPLY	WIRE BRUSH	PARK & RECREATION FAC	12.02
	COOP SUPPLY	BBQ BRUSH, CLEANER, DUST PAN	PARK & RECREATION FAC	62.08
163058	COPIERS NORTHWEST	CANON PRINTER/COPIER	MUNICIPAL COURTS	53.76
	COPIERS NORTHWEST		MUNICIPAL COURTS	69.90
	COPIERS NORTHWEST		WASTE WATER TREATMENT	101.76
	COPIERS NORTHWEST		DETENTION & CORRECTION	120.18
	COPIERS NORTHWEST		PROBATION	139.39
	COPIERS NORTHWEST		OFFICE OPERATIONS	164.80
	COPIERS NORTHWEST		WASTE WATER TREATMENT	197.74
	COPIERS NORTHWEST		MUNICIPAL COURTS	203.09
	COPIERS NORTHWEST		GENERAL	211.84
	COPIERS NORTHWEST		UTIL ADMIN	211.84
	COPIERS NORTHWEST		POLICE INVESTIGATION	281.98
	COPIERS NORTHWEST		POLICE PATROL	291.75
	COPIERS NORTHWEST		RECREATION SERVICES	291.87
	COPIERS NORTHWEST		ENGR-GENL	294.28
	COPIERS NORTHWEST		COMPUTER SERVICES	294.28
	COPIERS NORTHWEST		FINANCE-GENL	294.28
	COPIERS NORTHWEST		MUNICIPAL COURTS	361.49
	COPIERS NORTHWEST		LEGAL - PROSECUTION	364.43
	COPIERS NORTHWEST		PROPERTY TASK FORCE	389.47
	COPIERS NORTHWEST		UTIL ADMIN	421.71
	COPIERS NORTHWEST		DETENTION & CORRECTION	447.06
	COPIERS NORTHWEST		COMMUNITY	574.24
	COPIERS NORTHWEST		UTILITY BILLING	574.24



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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
163072	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	396.00
163073	ELDER, RACHEL	UTILITY BILLING REFUND	WATER/SEWER OPERATION	281.01
163074	ENTERPRISE FM TRUST	VEHICLE LEASE - MAY 2023	EQUIPMENT RENTAL	2,364.94
163075	ENTERPRISE RENTAL	RENTAL CAR	POLICE INVESTIGATION	249.23
	ENTERPRISE RENTAL		POLICE TRAINING-FIREARMS	339.77
163076	ENVIRONMENTAL PRODUCT	SEWER HOSE	WATER/SEWER OPERATION	-52.55
	ENVIRONMENTAL PRODUCT		WATER/SEWER OPERATION	-52.54
	ENVIRONMENTAL PRODUCT		SEWER MAIN COLLECTION	611.53
	ENVIRONMENTAL PRODUCT		STORM DRAINAGE	611.55
163077	ESSENTIAL MECHANICAL	REFUND - DUPLICATE	NON-BUS LICENSES AND	70.00
163078	EVERETT HYDRAULICS	HYDRAULIC FLUID, FILTER, SEAL KITS	EQUIPMENT RENTAL	4,121.87
163079	EVERETT STAMP WORKS	SUPPLIES, STAMPS	OFFICE OPERATIONS	457.30
163080	EVERETT, CITY OF	LAB ANALYSIS	WATER QUAL TREATMENT	663.30
	EVERETT, CITY OF		WASTE WATER TREATMENT	905.40
	EVERETT, CITY OF	ANIMALS TO SHELTER 3/2023	COMMUNITY SERVICES UNIT	2,750.00
163081	EVERETT, CITY TREAS	WATER FILTRATION SERVICE	SOURCE OF SUPPLY	201,289.30
163082	G A POWELL INC	UB REFUND	WATER/SEWER OPERATION	1.43
	G A POWELL INC		WATER/SEWER OPERATION	7.18
163083	GRANITE CONST	WOOD AND SUPPLIES	ENGR-GENL	984.59
163084	GREENSHIELDS INDS	BANNER PARTS, CHAIN BINDERS	ROADWAY MAINTENANCE	374.04
	GREENSHIELDS INDS	GAS CANS	PARK & RECREATION FAC	970.57
	GREENSHIELDS INDS	HYDRAULIC HOSE FITTINGS	ER&R	1,381.66
163085	GRIBBLE, ELISABETH	REIMBURSEMENT WSBA DUES	LEGAL - PROSECUTION	478.00
163086	GRIFFEN, CHRIS	PROFESSIONAL SERVICE	PUBLIC DEFENSE	112.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	112.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	112.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	112.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	112.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	262.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
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	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
163087	GUARDIAN RFID	GUARDIAN SYSTEM FOR JAIL	DETENTION & CORRECTION	4,395.00
163088	GUSTAFSON & ASSOC	APPRAISAL 1049 STATE AVE	CAPITAL EXPENDITURES	2,800.00
163089	H & S ROOFING	REFUND - DUPLICATE PERMIT	NON-BUS LICENSES AND	300.00
163090	HD FOWLER COMPANY	PVC FITTING	WATER DIST MAINS	12.50
	HD FOWLER COMPANY	BOLTS, NUT KIT, RUBBER GASKET	WASTE WATER TREATMENT	134.05
163091	HEWLETT PACKARD	PRINTER TONER/MAINTENANCE	WASTE WATER TREATMENT	4.26
163092	HIGH PERFORMANCE	REFUND - OUTSIDE CITY LIMITS	INTERGOVERNMENTAL	6.50

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163092	HIGH PERFORMANCE	REFUND - OUTSIDE CITY LIMITS	NON-BUS LICENSES AND	150.00
163093	HILTI INC	CROCS BIT STOCK	ROADWAY MAINTENANCE	1,236.66
163094	HOMAGE SENIOR	CDBG - MEALS ON WHEELS APRIL 23	COMMUNITY	1,130.33
	HOMAGE SENIOR	CDBG - HOME REPAIR JAN - MARCH 23	COMMUNITY	1,881.59
	HOMAGE SENIOR	CDBG - MEALS ON WHEELS - JAN - MARCH 23	COMMUNITY	6,425.02
163095	HOME DEPOT USA	HEPA FILTER REPLACEMENT	CUSTODIAL SERVICES	171.32
163096	HOUSING AUTHORITY	AHA ASSESSMENT FY24	NON-DEPARTMENTAL	9,448.00
163097	IN-HOUSE ELECTRICAL	REFUND - MOBILE HOME NEEDS LNI PERMIT	COMMUNITY DEVELOPMENT	50.00
	IN-HOUSE ELECTRICAL	REFUND - WRONG PERMIT TYPE	COMMUNITY DEVELOPMENT	50.00
	IN-HOUSE ELECTRICAL	REFUND - CONTRACTOR CANCELLED	COMMUNITY DEVELOPMENT	52.50
163098	INTERSTATE BATTERY	MTP-78 BATTERY	ER&R	137.63
163099	J. THAYER COMPANY	CHAIR	WATER CROSS CNTL	589.33
163100	JULZ ANIMAL HOUZ	DOG FOOD	K9 PROGRAM	25.48
163101	KALER, BAHADUR S & H	UTILITY BILLING REFUND	GARBAGE	281.73
163102	KCDA PURCHASING	PLAYGROUND REPLACEMENT/RETAINAGE	GMA-PARKS	-3,869.11
	KCDA PURCHASING		GMA-PARKS	84,656.13
163103	KENDALL CHEVROLET	SUPPLIES FOR P157	EQUIPMENT RENTAL	679.02
163104	KING'S COLLECTIBLES	REFUND - OUTSIDE CITY LIMITS	GENL FUND BUS LIC &	65.00
163105	KITSAP TRACTOR	TRIANGLE MOUNTING BRACKET - H023	EQUIPMENT RENTAL	15.19
	KITSAP TRACTOR	ATTACHMENT FOR TRACTOR	EQUIPMENT RENTAL	1,393.76
	KITSAP TRACTOR	HEDGE TRIMMERS	PARK & RECREATION FAC	1,549.08
	KITSAP TRACTOR	BACKPACK BLOWERS	PARK & RECREATION FAC	1,706.61
	KITSAP TRACTOR		PARK & RECREATION FAC	1,706.61
163106	KUPRIYANOVA, SVETLAN	INTERPRETER SERVICE	COURTS	130.00
	KUPRIYANOVA, SVETLAN		COURTS	285.55
163107	LAKE STEVENS SCHOOL	MITIGATION FEES	SCHOOL MITIGATION FEES	160,076.00
	LAKE STEVENS SCHOOL		SCHOOL MITIGATION FEES	187,594.00
	LAKE STEVENS SCHOOL		SCHOOL MITIGATION FEES	388,756.00
163108	LAKWOOD SCHOOL DIST		SCHOOL MITIGATION FEES	3,566.00
	LAKWOOD SCHOOL DIST		SCHOOL MITIGATION FEES	3,566.00
163109	LAYNE PLUMBING	REFUND - OUTSIDE CITY LIMITS	NON-BUS LICENSES AND	90.00
163110	LES SCHWAB TIRE CTR	REINFORCED REPAIR	ER&R	29.54
	LES SCHWAB TIRE CTR	TIRES	ER&R	460.79
	LES SCHWAB TIRE CTR	TIRES - V006	EQUIPMENT RENTAL	791.64
	LES SCHWAB TIRE CTR	TIRES	ER&R	980.67
	LES SCHWAB TIRE CTR		ER&R	1,441.46
	LES SCHWAB TIRE CTR	TRACTION RETREAD	ER&R	1,843.17
163111	LINC NW	CDBG - CARES COVID RELIEF	COMMUNITY	21,077.94
163112	LOOMIS	ARMORED TRUCK SERVICE	MUNICIPAL COURTS	85.32
	LOOMIS		POLICE ADMINISTRATION	85.33
	LOOMIS		COMMUNITY	85.33
	LOOMIS		UTILITY BILLING	85.33
	LOOMIS		GOLF ADMINISTRATION	227.54
163113	LORENTZEN, LARRY	UTILITY BILLING REFUND	WATER/SEWER OPERATION	30.27
163114	LOWES HIW INC	CABLE TIES	PARK & RECREATION FAC	62.17
	LOWES HIW INC	TOPSOIL, SHOVEL	WATER SERVICES	310.55
163115	LUDWIG, CAROL	REFUND - BOAT COURSE	PARKS-RECREATION	30.00
163116	LUGO, CATHERINE	REFUND - THEATER MOVEMENT	PARKS-RECREATION	52.00
163117	LYNN PEAVEY COMPANY	SUPPLIES	POLICE PATROL	989.85
163118	MANGUNE, ULYSSES L	INTERPRETER SERVICE	COURTS	130.00
163119	MASON, DANIELLE & MA	UTILITY BILLING REFUND	WATER/SEWER OPERATION	419.78

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163120	MC CLURE & SONS INC	DOWNTOWN STORMWATER PE-13	SURFACE WATER CAPITAL	316,954.64
163121	MCMaster-CARR	STAINLESS STEEL PIPES	WASTE WATER TREATMENT	78.57
163122	MCSHANE, STACEY	REFUND - CAMP STITCH-A-LOT	PARKS-RECREATION	50.00
163123	MENDOZA, TERESA TINA	INSTRUCTOR PAYMENT	RECREATION SERVICES	36.00
163124	MILLER, HAYLIE	TRAINING CONFERENCE ETRAKIT	COMMUNITY	225.15
163125	MOBILE WIRELESS LLC	NETMOTION RENEWAL/LICENSE	EXECUTIVE ADMIN	175.84
	MOBILE WIRELESS LLC		DEVELOPMENT SERVICES	175.84
	MOBILE WIRELESS LLC		SUNNYSIDE FILTRATION	175.84
	MOBILE WIRELESS LLC		WATER QUAL TREATMENT	175.84
	MOBILE WIRELESS LLC		FINANCE-GENL	175.84
	MOBILE WIRELESS LLC		UTILITY BILLING	175.84
	MOBILE WIRELESS LLC		FINANCE-GENL	175.84
	MOBILE WIRELESS LLC		EXECUTIVE ADMIN	175.84
	MOBILE WIRELESS LLC		ENGR-GENL	175.84
	MOBILE WIRELESS LLC		ENGR-GENL	175.84
	MOBILE WIRELESS LLC		ENGR-GENL	175.84
	MOBILE WIRELESS LLC		MUNICIPAL COURTS	175.84
	MOBILE WIRELESS LLC		FACILITY MAINTENANCE	175.84
	MOBILE WIRELESS LLC		SEWER LIFT STATION	175.84
	MOBILE WIRELESS LLC		STORM DRAINAGE	175.84
	MOBILE WIRELESS LLC		EXECUTIVE ADMIN	175.84
	MOBILE WIRELESS LLC		ENGR-GENL	175.84
	MOBILE WIRELESS LLC		UTIL ADMIN	175.84
	MOBILE WIRELESS LLC		ENGR-GENL	175.84
	MOBILE WIRELESS LLC		UTILITY BILLING	351.68
	MOBILE WIRELESS LLC		MUNICIPAL COURTS	527.52
	MOBILE WIRELESS LLC		POLICE ADMINISTRATION	703.36
	MOBILE WIRELESS LLC		COMPUTER SERVICES	29,365.34
163126	MOTOR TRUCKS	RECTANGULAR LED LIGHTS	ER&R	295.35
	MOTOR TRUCKS	FILTER-FUEL/WATER SEPARATOR, FUEL COMB	ER&R	702.96
163127	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	SEWER MAIN COLLECTION	5.19
	MOUNTAIN MIST		WASTE WATER TREATMENT	5.20
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	5.20
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	19.87
	MOUNTAIN MIST		SEWER MAIN COLLECTION	19.87
	MOUNTAIN MIST		WASTE WATER TREATMENT	19.88
163128	MSAB INCORPORATED	INVESTIGATIVE TOOL, LICENSE RENEWAL	POLICE INVESTIGATION	4,100.00
163129	NAPA AUTO PARTS	OIL SEAL - J013	EQUIPMENT RENTAL	56.73
163130	NATIONAL BARRICADE	ALUM W/G HIP	TRANSPORTATION	121.10
	NATIONAL BARRICADE		TRANSPORTATION	510.59
	NATIONAL BARRICADE		TRANSPORTATION	510.59
	NATIONAL BARRICADE		TRANSPORTATION	610.96
	NATIONAL BARRICADE		TRANSPORTATION	638.24
163131	NELSON'S NOXIOUS	HERBICIDE APPLICATION - EBAY TRAIL	PARK & RECREATION FAC	795.89
163132	NIELD, JOHN	MILEAGE REIMBURSEMENT	FINANCE-GENL	62.62
	NIELD, JOHN		FINANCE-GENL	224.01
163133	NORTHWEST PLAYGROUND	REPLACEMENT PARTS - DINO PARK	PARK & RECREATION FAC	744.63
163134	NW SAFETY SIGNS INC	REFUND - DUPLICATE PAYMENT ROW FEE	STREET-NON/BUS LIC &	250.00
163135	OATES, DEREK	WSPCA SPRING SEMINAR 2023	POLICE PATROL	259.00
163136	ODP BUSINESS Solutio	OFFICE SUPPLIES	EXECUTIVE ADMIN	12.41
	ODP BUSINESS Solutio	NAME PLATES	SOLID WASTE OPERATIONS	14.21

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 5/24/2023 TO 5/24/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
163136	ODP BUSINESS SOLUTIO	NAME PLATES	EQUIPMENT RENTAL	14.21
	ODP BUSINESS SOLUTIO	OFFICE SUPPLIES	EXECUTIVE ADMIN	14.62
	ODP BUSINESS SOLUTIO	DASHBOARD	STREET CLEANING	32.77
	ODP BUSINESS SOLUTIO	USB DUAL	STREET CLEANING	35.71
	ODP BUSINESS SOLUTIO	OFFICE SUPPLIES	UTILITY BILLING	38.28
	ODP BUSINESS SOLUTIO	NAME PLATES	STORM DRAINAGE	42.63
	ODP BUSINESS SOLUTIO		UTIL ADMIN	56.84
	ODP BUSINESS SOLUTIO	LIGHTNING USB CHARGER	STREET CLEANING	61.22
	ODP BUSINESS SOLUTIO	OFFICE SUPPLIES	EXECUTIVE ADMIN	82.20
	ODP BUSINESS SOLUTIO		EXECUTIVE ADMIN	92.73
	ODP BUSINESS SOLUTIO		PERSONNEL ADMINISTRATION	134.51
163137	OGARA, INGRID	UTILITY BILLING REFUND	WATER/SEWER OPERATION	308.07
163138	OREILLY AUTO PARTS	V001 - BELT PULLEY	EQUIPMENT RENTAL	20.79
	OREILLY AUTO PARTS	DISTRIBUTOR ROTOR AND CAP	EQUIPMENT RENTAL	27.24
	OREILLY AUTO PARTS	VALVE COVER GASKET SET, AIR CONDITIONING	EQUIPMENT RENTAL	30.47
	OREILLY AUTO PARTS	HEADLIGHT ASSEMBLY	EQUIPMENT RENTAL	69.69
	OREILLY AUTO PARTS	VALVE, THROTTLE SENSOR, MOUNTING GASKE	EQUIPMENT RENTAL	164.18
	OREILLY AUTO PARTS	CONTROL ARM, BALL JOINT	EQUIPMENT RENTAL	203.71
	OREILLY AUTO PARTS	V001 BRAKE PADS, ROTOR, SEAL	EQUIPMENT RENTAL	253.06
	OREILLY AUTO PARTS	JACK STANDS	EQUIPMENT RENTAL	750.42
163139	PACIFIC NW POLLUTION	FREEMAN 2023 FOG FORUM TRAINING	UTIL ADMIN	200.00
163140	PALMER, ALISSA	REFUND - MEMORIAL DEPOSIT	GENERAL FUND	250.00
163141	PARKMOBILE, LLC	SIGNS FOR BOAT LAUNCH	GENERAL FUND	-20.68
	PARKMOBILE, LLC		RECREATION SERVICES	240.68
163142	PARTNER CONST PROD	CRACK SEAL	ROADWAY MAINTENANCE	9,753.01
163143	PASADO'S SAFE HAVEN	CASE #23-15010 CARE	COMMUNITY SERVICES UNIT	410.98
163144	PEDERSON, SHANNON	REFUND - GRADUATION PARTY	PARKS-RECREATION	65.00
163145	PEROS, EDWARD	UTILITY BILLING REFUND	WATER/SEWER OPERATION	20.92
163146	PERTEET ENGINEERING	WATERFRONT REDEVELOPMENT	CAPITAL EXPENDITURES	8,616.66
163147	PGC INTERBAY LLC	REIMBURSEMENT - GOLF	PRO-SHOP	163.02
	PGC INTERBAY LLC		PRO-SHOP	384.33
	PGC INTERBAY LLC		PRO-SHOP	491.25
	PGC INTERBAY LLC		MAINTENANCE	892.41
	PGC INTERBAY LLC		MAINTENANCE	1,335.95
	PGC INTERBAY LLC		MAINTENANCE	2,958.13
	PGC INTERBAY LLC		MAINTENANCE	3,066.73
	PGC INTERBAY LLC		MAINTENANCE	3,243.72
	PGC INTERBAY LLC		MAINTENANCE	4,160.44
	PGC INTERBAY LLC		MAINTENANCE	8,394.36
	PGC INTERBAY LLC		GOLF COURSE	8,546.06
	PGC INTERBAY LLC	GOLF MAINTENANCE, PROSHOP	PRO-SHOP	10,817.71
	PGC INTERBAY LLC		MAINTENANCE	15,469.36
163148	PLATT ELECTRIC	FLAT WASHERS	TRANSPORTATION	47.95
163149	POLICE & SHERIFFS PR	ID CARD	GENERAL FUND	-1.65
	POLICE & SHERIFFS PR	ID CARDS	GENERAL FUND	-1.65
	POLICE & SHERIFFS PR	ID CARD	POLICE PATROL	19.25
	POLICE & SHERIFFS PR	ID CARDS	DETENTION & CORRECTION	19.25
163150	PORTABLE TANK GROUP	HANGING BASKET WATER SYSTEM	GENERAL FUND	-729.69
	PORTABLE TANK GROUP		PARK & RECREATION FAC	8,492.37
163151	PROFORCE LAW ENFORC	FLASH CAP SUP KIT	POLICE TRAINING-FIREARMS	4,593.55
163152	PUBLIC SAFETY TESTIN	POLICE ADD-ON	POLICE PATROL	297.00

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 5/24/2023 TO 5/24/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
163153	PUD	ACCT #202461026	MAINT OF GENL PLANT	24.41
	PUD	ACCT #220681340	STORM DRAINAGE	24.41
	PUD	ACCT #202794657	TRANSPORTATION	42.37
	PUD	ACCT #203199732	TRANSPORTATION	51.42
	PUD	ACCT #223514563	TRANSPORTATION	56.35
	PUD	ACCT #203430897	STREET LIGHTING	58.18
	PUD	ACCT #202288585	TRANSPORTATION	59.62
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	59.81
	PUD	ACCT #202368544	TRANSPORTATION	59.90
	PUD	ACCT #202368551	PARK & RECREATION FAC	62.79
	PUD	ACCT # 222772634	TRANSPORTATION	68.33
	PUD	ACCT #202524690	PUMPING PLANT	79.20
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	95.24
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	107.03
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	149.73
	PUD	ACCT #222025900	PUMPING PLANT	162.51
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	197.47
	PUD	ACCT #202426482	PUBLIC SAFETY BLDG	206.84
	PUD	ACCT #202000329	PARK & RECREATION FAC	214.97
	PUD	ACCT #201021607	PARK & RECREATION FAC	218.55
	PUD	ACCT #201247699	STREET LIGHTING	236.27
	PUD	ACCT #201021698	PARK & RECREATION FAC	332.49
	PUD	ACCT #220824148	WASTE WATER TREATMENT	425.02
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION	3,358.90
	PUD	ACCT #202075008	WASTE WATER TREATMENT	10,018.49
163154	PUGET SOUND ENERGY	FINAL BILL FOR EMISSIONS BLDG	CAPITAL EXPENDITURES	1,854.65
163155	QUILCEDA EXCAVATION	REFUND - DEPOSIT, USAGE FEE	WATER-UTILITIES/ENVIRONMN	-50.00
	QUILCEDA EXCAVATION		WATER/SEWER OPERATION	1,150.00
163156	RADIA INC PS	INMATE MEDICAL CARE	DETENTION & CORRECTION	30.00
163157	REECE TRUCKING	SPEED TABLE RETAINAGE RELEASE	GENERAL FUND	3,135.28
163158	ROBERT DROLL LANDSCA	PROFESSIONAL SERVICE 3/1 TO 4/25/23	GMA-PARKS	12,575.80
163159	ROGERS, RICK & CATHY	UB REFUND	WATER/SEWER OPERATION	725.00
163160	RYAN, LINDSEY	TYLER CONNECT 2023	FINANCE-GENL	188.80
	RYAN, LINDSEY	MILEAGE REIMBURSEMENT	FINANCE-GENL	204.36
	RYAN, LINDSEY	MILEAGE, LODGING, FLIGHT	FINANCE-GENL	1,692.08
163161	SAFEWAY INC.	INMATE MEALS	DETENTION & CORRECTION	7.99
	SAFEWAY INC.		DETENTION & CORRECTION	8.08
	SAFEWAY INC.	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	23.14
	SAFEWAY INC.	SWEARING IN OF CSO METTE	POLICE ADMINISTRATION	34.39
	SAFEWAY INC.	SUPPLIES	DETENTION & CORRECTION	122.62
163162	SAGW LLC - RENTAL	UB REFUND 8411 63RD ST NE	GARBAGE	239.59
163163	SCORE	JAIL HOUSING	DETENTION & CORRECTION	23,452.66
163164	SECURE A SITE, INC.	INTENT/AFFIDAVIT FILING	CAPITAL EXPENDITURES	87.52
	SECURE A SITE, INC.	MCC MONTHLY RENTAL FENCING	CAPITAL EXPENDITURES	938.65
	SECURE A SITE, INC.	MONTHLY FENCE RENTAL	CAPITAL EXPENDITURES	938.65
	SECURE A SITE, INC.	TEMPORARY FENCING	CAPITAL EXPENDITURES	2,877.22
163165	SERVICE ELECTRIC COM	152ND SIGNAL REPAIR	TRANSPORTATION	34,246.65
163166	SISKUN POWER EQUIPMENT	ENGINE OIL	PARK & RECREATION FAC	172.90
163167	SKAGIT HOSPITAL	INMATE MEDICAL CARE	DETENTION & CORRECTION	639.00
163168	SMITH, BRAD	WSPCA SPRING SEMINAR 2023	POLICE PATROL	259.00
163169	SNO CO PUBLIC WORKS	HENDERSHOT	TRANSPORTATION	354.00

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 5/24/2023 TO 5/24/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
163170	SNO CO TREASURER	JAIL HOUSING	DETENTION & CORRECTION	89,817.53
163171	SOUND PUBLISHING	2023 PAVEMENT PRESSER	GENL GVRNMNT SERVICES	234.16
163172	SOUND SAFETY	UNIFORM - THORSON	PARK & RECREATION FAC	670.19
163173	SPIRIO, KATHERINE &	UTILITY BILLING REFUND	WATER/SEWER OPERATION	133.67
163174	STAPLES	PAPER CLIPS, LYSOL	MUNICIPAL COURTS	52.73
163175	STATE ROOFING INC	REFUND - MOBILE HOME PARK NEEDS LNI PERM	INTERGOVERNMENTAL	6.50
	STATE ROOFING INC		NON-BUS LICENSES AND	150.00
163176	STILLAGUAMISH OUTDOOR	ADVERTISING	POLICE ADMINISTRATION	4,999.00
163177	STRICKLER, STEPHEN	UTILITY BILLING REFUND	WATER/SEWER OPERATION	44.72
163178	SUNBELT RENTALS	SOD CUTTER RENTAL	PARK & RECREATION FAC	133.06
163179	SUPERIOR RESTROOMS	PORTABLE RESTROOM RENTAL	PARK & RECREATION FAC	850.00
163180	TACOS PIRATA	FILL STATION, HYDRANT METER USAGE/DEPOSIT	WATER/SEWER OPERATION	100.00
163181	TRANSPO GROUP	PROFESSIONAL SERVICE	GMA - STREET	13,893.19
	TRANSPO GROUP		GMA - STREET	17,563.74
163182	TRIPPED ELECTRIC LLC	REFUND - DUPLICATE	COMMUNITY DEVELOPMENT	75.00
163183	TROWBRIDGE LLC	PAY ESTIMATE/RETAINAGE #2	GMA-PARKS	-4,555.37
	TROWBRIDGE LLC		GMA-PARKS	99,671.44
163184	TULALIP TRIBAL COURT	BAIL - FRYBERG	GENERAL FUND	1,000.00
163185	UNITED SITES OF MARY	PORTABLE TOILET RENTAL	GENERAL FUND	-43.69
	UNITED SITES OF MARY		PARK & RECREATION FAC	508.49
163186	USSSA WASHINGTON STATE	REGISTRATION - USSSA TEAM	RECREATION SERVICES	160.00
163187	VAP ELECTRIC INC	REFUND - WRONG PERMIT TYPE	COMMUNITY DEVELOPMENT	50.00
163188	VISION CHURCH	GRANT - COVID RELIEF	COMMUNITY	15,250.00
163189	VOLUNTEERS OF AMERICA	COMMERCE GRANT COVID RELIEF	COMMUNITY	17,396.95
163190	WA AUDIOLOGY SRVCS	OSHA/MSHA HEARING TEST	PERSONNEL ADMINISTRATION	44.00
	WA AUDIOLOGY SRVCS		FACILITY MAINTENANCE	54.17
	WA AUDIOLOGY SRVCS		GENERAL	54.17
	WA AUDIOLOGY SRVCS		UTIL ADMIN	54.17
	WA AUDIOLOGY SRVCS		STORM DRAINAGE	54.17
	WA AUDIOLOGY SRVCS		PURCHASING/CENTRAL	54.17
	WA AUDIOLOGY SRVCS		FACILITY MAINTENANCE	54.17
	WA AUDIOLOGY SRVCS		STORM DRAINAGE	54.17
	WA AUDIOLOGY SRVCS		PARK & RECREATION FAC	108.35
	WA AUDIOLOGY SRVCS		CUSTODIAL SERVICES	108.36
	WA AUDIOLOGY SRVCS		UTIL ADMIN	108.36
	WA AUDIOLOGY SRVCS		DEVELOPMENT SERVICES	108.36
	WA AUDIOLOGY SRVCS		ENGR-GENL	325.07
	WA AUDIOLOGY SRVCS		EQUIPMENT RENTAL	325.08
	WA AUDIOLOGY SRVCS		SOLID WASTE OPERATIONS	595.98
	WA AUDIOLOGY SRVCS		GENERAL	704.33
	WA AUDIOLOGY SRVCS		UTIL ADMIN	1,408.67
163191	WASHINGTON ENERGY SV	REFUND - DUPLICATE PERMIT	COMMUNITY DEVELOPMENT	50.00
163192	WATCH SYSTEMS	RSO MAILING	POLICE INVESTIGATION	276.37
163193	WEST PAYMENT CENTER	CHARGES 4/1 TO 4/30/23	LEGAL - PROSECUTION	460.73
	WEST PAYMENT CENTER		LEGAL-GENL	460.74
163194	WHISTLE WORKWEAR	UNIFORM - CRAVEN	UTIL ADMIN	182.97
	WHISTLE WORKWEAR		UTIL ADMIN	275.89
163195	WHISTLE WORKWEAR	UNIFORM - MARTINSON	UTIL ADMIN	143.39
163196	WILBUR-ELLIS	2023 HERBICIDE STOCK	ROADSIDE VEGETATION	2,995.63
163197	WISEMAN, GARRETT	REIMBURSEMENT FOR FUEL	POLICE PATROL	168.37
	WISEMAN, GARRETT	EXERCISE BIKE	POLICE TRAINING-FIREARMS	200.00

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 5/24/2023 TO 5/24/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
163198	WURTZ, JOEY	REFUND - METER DEPOSIT, USAGE FEE	WATER-UTILITIES/ENVIRONMN	-28.00
	WURTZ, JOEY		WATER/SEWER OPERATION	1,150.00
163199	ZIONS BANK	CUSTODIAN/SAFEKEEPING - MAY - AUG 2023	FINANCE-GENL	450.00
	ZIONS BANK		UTIL ADMIN	450.00
163200	ZIPLY FIBER	ACCT #3606577495	STREET LIGHTING	61.06
163201	ZIPLY FIBER	ACCT #3606583635	UTIL ADMIN	36.95
	ZIPLY FIBER		COMMUNITY	36.95
163202	ZIPLY FIBER	ACCT #3606588575	STORM DRAINAGE	75.12
<b>WARRANT TOTAL:</b>				<b><u>2,848,879.43</u></b>

ULYSSES MANGUNE                      VOID                      CHECK LOST/DAMAGED                      155244                      \$130.00

REASON FOR VOIDS:

- INITIATOR ERROR
- CHECK LOST/DAMAGED
- UNCLAIMED PROPERTY

**WARRANT TOTAL:                      \$2,848,749.43**



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** June 5, 2023

**SUBMITTED BY:** Senior Accounting Technician Shannon Early, Finance

**ITEM TYPE:** Payroll

**AGENDA SECTION:** **Consent**

**SUBJECT:** May 25, 2023 Payroll in the Amount of \$1,746,863.38 Paid by EFT Transactions and Check Numbers 34599 through 34625

**SUGGESTED ACTION:**

**SUMMARY:**

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**ATTACHMENTS:**



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** June 5, 2023

**SUBMITTED BY:** Engineering Services Manager Ken McIntyre, Public Works

**ITEM TYPE:** Agreement

**AGENDA SECTION:** **New Business**

**SUBJECT:** Fire Hydrant Easement Agreement - Project Roxy (Amazon Dist. Ctr.) (Au21-0001)

**SUGGESTED ACTION:**

Recommended Motion: I move to authorize the Mayor to sign and execute the Fire Hydrant Easement Agreement with Amazon.com Services LLC.

**SUMMARY:**

Panattoni Development Company is currently constructing the Amazon Distribution Center along 172<sup>nd</sup> St NE, between 73<sup>rd</sup> Ave NE and 51<sup>st</sup> Ave NE in Arlington. The project was known as “Project Roxy” before the public release that it would be an Amazon warehouse.

The City of Marysville owns/operates water mains along the north, west and east sides of the property, along with several fire hydrants that are situated the Amazon Facility’s frontages. All of these hydrants were relocated to accommodate the required frontage improvements, and the corresponding easements were accepted by Council on November 28, 2022 and subsequently recorded.

We recently discovered that one of the hydrants was not included in the prior recording. The attached document corrects this by providing the City with easement rights to access/maintain the one hydrant that was previously omitted.

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**ATTACHMENTS:**



WHEN RECORDED RETURN TO:  
CITY OF MARYSVILLE  
1049 STATE AVENUE  
MARYSVILLE, WA 98270

<b>DOCUMENT TITLE(S):</b>
FIRE HYDRANT EASEMENT AGREEMENT
<b>REFERENCE NUMBER(S) OF RELATED DOCUMENTS:</b>
N/A
<b>GRANTOR(S), (LAST, FIRST, MIDDLE INITIAL)</b>
AMAZON.COM SERVICES LLC, A DELAWARE LIMITED LIABILITY COMPANY
<b>GRANTEE(S), (LAST, FIRST, MIDDLE INTIAL)</b>
CITY OF MARYSVILLE, WASHINGTON
<b>LEGAL DESCRIPTION :</b>
A portion of the NW1/4 of the NE1/4 of Sec 28, Twn 31 N, Rg 5 E, WM; Also a portion of Lot 1 BLA Rec No 202110225002
<b>ASSESSOR'S PROPERTY TAX PARCEL NUMBER:</b>
31052800103500

AFTER RECORDING, RETURN TO:

CITY OF MARYSVILLE  
1049 State Avenue  
Marysville, WA 98270

### FIRE HYDRANT EASEMENT AGREEMENT

**GRANTOR (S):** **AMAZON.COM SERVICES LLC, a Delaware limited liability company**

**GRANTEE (S):** **City of Marysville, Washington**

**LEGAL (Abbrev.):** **A portion of the NW1/4 of the NE1/4 of Sec 28, Twn 31 N, Rg 5 E, WM; Also a portion of Lot 1 BLA Rec No 202110225002**

**ASSESSOR'S TAX #:** 31052800103500

THIS FIRE HYDRANT EASEMENT AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_\_ day of, \_\_\_\_\_ 2023 by and between Amazon.com Services LLC, a Delaware limited liability company, (hereinafter "Grantor") and the City of Marysville, Washington (hereinafter "City" or "Grantee").

WHEREAS, Grantors are the owners of certain property located within the County of Snohomish, Washington legally described on Exhibit A attached hereto ("Grantor's Property"); and

WHEREAS, Grantor wishes to grant an easement to the Grantee to install and maintain fire hydrants on portions of Grantor's Property;

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. Grant of Easements by Grantors to the City.

- 1.1 Grantors convey and grant to the City of Marysville, its successors and assigns and permittees and licensees, a non-exclusive, perpetual easement for fire hydrants and related appurtenances (the "Fire Hydrant Easement") and the right, privilege and authority to construct, alter, improve, repair, operate and maintain the fire hydrant and related appurtenances (collectively, the "Easement Improvements"), over, under and across Grantor's property legally described as follows:

See Attached Exhibits "B" (the "Easement Property")

together with the right to ingress to and egress from the Easement Property across such immediately adjacent lands of the Grantor as reasonably necessary for the purpose of constructing, reconstructing, repairing, renewing, altering, changing, patrolling, and operating the said hydrants and appurtenances, and the right at any time to remove said hydrants and appurtenances from said lands.

- 1.2 The Fire Hydrant Easement granted herein is not intended to create a public land fee ownership or to convert the Easement Property to a public forum. The Grantor reserves general ownership rights and the right to continued use the surface of the Easement Property in any manner now existing, including without limitation, the right to construct or install landscaping, pavement, driveways, sidewalks and related improvements in the Easement Property and to install, or permit the installation of, utilities within the Easement Property and grant additional easements, but shall not erect any buildings or structures on the Easement Property; provided, however, that Grantor shall have the right to make any use of the Easement Property not inconsistent with the Grantee's rights hereunder.
- 1.3 After completion of construction of the Easement Improvements, Grantee shall conduct all maintenance, repairs and replacements to the Easement Improvements as necessary to keep the Easement Improvements in good condition and repair (the "Maintenance Obligations"). All Maintenance Obligations shall be completed by Grantee, at Grantee's sole cost and expense, and in conformity with all applicable laws, rules, regulations and ordinances. The Maintenance Obligations shall not include maintenance of the surface of the Easement Property, which surface shall be maintained by Grantor (except as expressly set forth in Section 2.7 below).
- 1.4 The Easement Property and the Easement Improvements may be relocated by Grantor, at Grantor's sole expense, to a location on

Grantor's property approved by Grantee in Grantee's reasonable discretion.

## 2. General Terms.

2.1 Entire Agreement. This Agreement contains all of the agreements of the parties and no prior agreements or understandings pertaining to any such matters shall be effective for any such purpose.

2.2 Modification. No provision of this Agreement may be amended or added to except by agreement in writing signed by the parties.

2.3 Successors in interest. This Fire Hydrant Easement shall be a covenant running with the land and shall be binding on the Grantor, and Grantor's heirs, successors and assigns forever.

2.4 Title. Grantor makes no representation regarding the title of the Easement Property, and Grantor grants this Fire Hydrant Easement subject to all matters of public record.

2.5 Grantee's Obligations. Grantee will perform all work in, under, or upon the Easement Property expeditiously and in a good and workmanlike fashion. Grantee agrees that in performing the work in, under, or upon the Easement Property, Grantee will use reasonable efforts to avoid interfering with operations on the Grantor's property, and Grantee will endeavor to give Grantor at least two days' prior notice of such work when feasible given the circumstances surrounding such work. Grantee represents and warrants that it will maintain the Easement Property and the balance of the Grantor's property free and clear from any liens or encumbrances of any nature whatsoever in connection with the exercise of Grantee's rights set forth in this Agreement.

2.6 Indemnification. To the extent permitted by law, Grantee agrees to indemnify, defend, and hold Grantor and its tenants, occupants, permittees, and invitees harmless from and against any and all claims, causes of action, costs, expenses, losses, liabilities, and damages (collectively, "Claims") arising from or incurred in connection with Grantee's breach of this Agreement or actions undertaken by Grantee or its employees, agents, or contractors in connection with the exercise of any right set forth in this instrument. The foregoing indemnification will not cover any Claims to the extent the same were caused by any act or omission of Grantor or its tenants, occupants, permittees, or invitees. Without limiting the foregoing, Grantee agrees to indemnify, defend, and hold Grantor and its tenants, occupants, permittees, and invitees harmless from and against any Claims arising from or incurred in connection with the release or discharge by Grantee or its employees, agents, or contractors of any hazardous materials into or upon the Easement Property or Grantor's property in connection with this Agreement.

2.7 Restoration. Grantee will, at its sole cost and expense and promptly after completion of its work, restore the surface and subsurface of the Easement Property as

may have been disturbed in the use, operation, maintenance, or repair of Grantee's Easement Improvements in substantially the same condition that existed prior to Grantee's work, and repair all Easement Improvements and replace sod which may have been damaged by work within the Easement Property or which is a direct result of the exercise of the rights herein granted.

2.8 Waiver of Jury Trial. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under, or in connection with this easement grant. Each party further waives any right to consolidate any action in which a jury trial has been waived hereunder with any other action in which a jury trial cannot be or has not been waived.

2.9 Attorneys' Fees. The prevailing party in any action to enforce this instrument will be entitled to receive from the other party all reasonable expenses, including legal fees and disbursements paid or incurred by the prevailing party in such action.

2.10 No Waiver. Neither party's failure to insist on strict performance of any part of this instrument will be construed as a waiver of the performance in any other instance.

2.11 Governing Law; Venue. Construction and interpretation of this instrument will be governed by laws of the state in which the Easement Property is located, excluding any principles of conflicts of laws. Any dispute arising under, in connection with, or incident to this instrument or about its interpretation will be resolved exclusively in the state or federal courts located in the county in which the Easement Property is located. Each of the parties irrevocably submits to those courts' venue and jurisdiction.

2.12 Counterparts. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument.

2.13 Waiver of Consequential Damages. Notwithstanding any provision in this Contract to the contrary, neither party will be liable to the other party for consequential damages, such as lost profits or interruption of the other party's business.

2.14 Notices. All notices, approvals, consents, requests, or demands required or permitted to be given by either party will be delivered via email only, properly addressed to the email addresses set forth below:

To Grantor:

naops-propmgmt@amazon.com;  
opsrelegalnotice@amazon.com; and  
na-realestate@amazon.com

To Grantee:

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

*[remainder of page intentionally left blank;  
Signature pages to follow]*

GRANTOR:

AMAZON.COM SERVICES LLC,  
a Delaware limited liability company

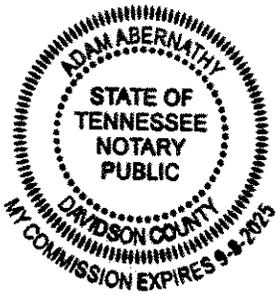
By: Javier Rojo  
Javier Rojo / Authorized Signatory

STATE OF TENNESSEE    ))  
COUNTY OF DAVIDSON    )

I certify that I know or have satisfactory evidence that Javier Rojo is the person who appeared before me, and said person acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) was authorized to execute the instrument and acknowledged it as the Authorized Signatory of AMAZON.COM SERVICES LLC, a Delaware limited liability company to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 4 day of May 2023.

[Notary Seal]



Adam Abernathy  
Print name: Adam Abernathy  
Notary Public in and for the State of Tennessee  
residing at Nashville  
My appointment expires: September 8, 2025

[remainder of page intentionally left blank;  
Signature pages continue]

GRANTEE:

CITY OF MARYSVILLE, WASHINGTON

By: \_\_\_\_\_

This record was acknowledged before me on \_\_\_\_\_ by  
(date)

\_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_  
(name) (type of authority) (name of party/company)

\_\_\_\_\_  
Notary Public for the State of Washington  
My Commission Expires: \_\_\_\_\_

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

THAT PORTION OF NEW LOT 1, AS SHOWN ON RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT,  
RECORDS OF SNOHOMISH COUNTY, WASHINGTON, RECORDED AT RECORDING NUMBER  
202110225002.

EXHIBIT B  
LEGAL DESCRIPTION AND DEPICTION OF EASEMENT PROPERTY

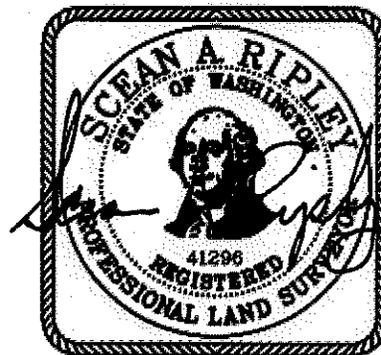
**EXHIBIT "B"**  
**(FIRE HYDRANT EASEMENT)**

THAT PORTION OF NEW LOT 1, AS SHOWN ON RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, RECORDED AT RECORDING NUMBER 202110225002; SAID PORTION BEING DESCRIBED AS FOLLOWS:

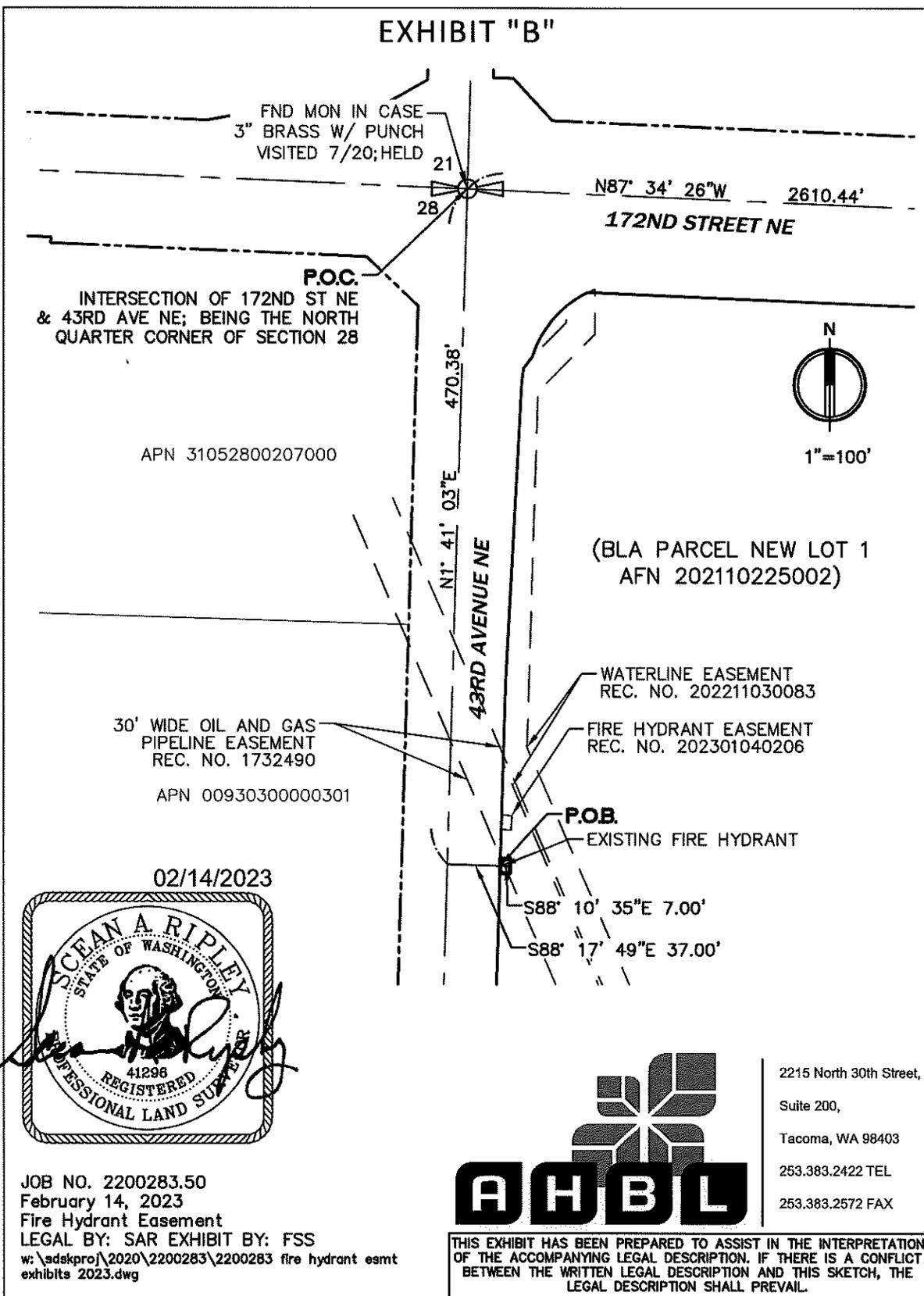
**COMMENCING** AT THE INTERSECTION OF 172ND STREET NE AND 43RD AVENUE NE, BEING THE NORTH QUARTER CORNER OF SECTION 28, TOWNSHIP 31 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN; SAID COMMENCING POINT BEING NORTH 87°34'26" WEST, 2,610.44 FEET FROM THE NORTHEAST SECTION CORNER OF SAID SECTION 28;  
THENCE FROM SAID COMMENCING POINT, ALONG THE CENTERLINE OF SAID 43RD AVENUE NE, SOUTH 01°41'03" WEST, 470.38 FEET;  
THENCE LEAVING SAID CENTERLINE, SOUTH 88°17'49" EAST, 37.00 FEET MORE OR LESS TO THE EAST RIGHT-OF-WAY MARGIN OF 43<sup>RD</sup> AVENUE NE, ALSO BEING THE **POINT OF BEGINNING** OF A 10.00 FOOT WIDE STRIP OF LAND, LYING 5.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:  
THENCE SOUTH 88°10'35" EAST, 7.00 FEET TO THE **POINT OF TERMINUS** OF SAID DESCRIBED CENTERLINE.

CONTAINING 70 SQUARE FEET.

02/14/2023



# EXHIBIT "B"



JOB NO. 2200283.50  
February 14, 2023  
Fire Hydrant Easement  
LEGAL BY: SAR EXHIBIT BY: FSS  
w:\adskproj\2020\2200283\2200283 fire hydrant esmt  
exhibits 2023.dwg

THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL.



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** June 5, 2023

**SUBMITTED BY:** Senior Project Manager Steven Miller, Public Works

**ITEM TYPE:** Agreement

**AGENDA SECTION:** **New Business**

**SUBJECT:** Supplemental Agreement No. 2 with Parametrix, Inc. for Design and Permitting of the Geddes Remediation Project

**SUGGESTED ACTION:**

Recommended Motion: I move to authorize the Mayor to sign and execute Supplemental Agreement No. 2 with Parametrix, Inc. for the design and permitting of the Geddes Remediation Project.

**SUMMARY:** On April 12, 2021, Council approved a professional services agreement with Parametrix in the amount of \$374,939.37 for design and permitting of the Geddes Remediation project. This project will provide improvements to fill the lagoon, to mitigate environmental impacts, and to provide drainage improvements necessary to reroute stormwater from the existing outfall to Ebey Slough. The project will complete necessary improvements required for the subsequent expansion of the Ebey Waterfront Park.

The project requires a federal permit from the US Army Corps of Engineers (COE) and requires consideration of stakeholder input from other regulatory agencies. To complete the regulatory process, the project requires additional time to coordinate with the agencies and to revise the preliminary design to secure permits. This no-cost supplement will extend the contract end date to December 31, 2024.

---

**ATTACHMENTS:**

[PSA\\_SuppTime 2\\_05-09-23 PMX signed.pdf](#)

**SUPPLEMENTAL AGREEMENT NO. 2 TO  
PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND PARAMETRIX, INC.**

**THIS SUPPLEMENTAL AGREEMENT NO. 2** (“Supplemental Agreement No. 2”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”) and Parametrix, a corporation (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for design services for the Geddes Remediation Project (the “Original Agreement”), said Original Agreement being dated May 12, 2021; and

WHEREAS, both parties desire to supplement the Original Agreement, by extending the term of the Original Agreement;

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

1. Section 2 of the Original Agreement, “TERM”, is amended to provide that the term will terminate at midnight on December 31, 2024.

2. Each and every provision of the Original Agreement for Professional Services dated May 12, 2021, shall remain in full force and effect, except as modified herein.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF MARYSVILLE

By \_\_\_\_\_  
Jon Nehring, Mayor

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

PARAMETRIX, INC.

By Jenifer Young  
Jenifer Young  
Its: EP&C Division Manager

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
\_\_\_\_\_, Deputy City Clerk

Approved as to form:

\_\_\_\_\_  
Jon Walker, City Attorney



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** June 5, 2023

**SUBMITTED BY:** Thadd Zehnder, Engineering

**ITEM TYPE:** Agreement

**AGENDA SECTION:** **New Business**

**SUBJECT:** Supplement Agreement No. 1 with KBA, Inc. for Construction Management Services associated with the 52nd St NE and Sunnyside Blvd. Intersection Improvements Project

**SUGGESTED ACTION:** Recommended Motion: I move to authorize the Mayor to sign and execute Supplemental Agreement No. 1 with KBA, Inc. for construction management services associated with the 52nd St NE and Sunnyside Blvd Intersection Improvements Project.

**SUMMARY:** On July 25, 2022, Council authorized the Mayor to execute a Professional Services Agreement (PSA) with KBA, Inc. (consultant) to provide construction management services for the construction of the 52nd St NE and Sunnyside Blvd. Intersection Improvements project. The project includes signal improvements and construction of new ADA compliant ramps with the associated sidewalk and curb and gutters. The consultant’s scope of work for this project includes: daily inspection, record of materials, Federal funding obligation assistance, weekly statement of working days, request for information inquiries, records, closeout, and document control. Due to project delays and various factors over the course of construction to date, additional construction management services from the consultant are required through completion of the project and to ensure compliance with our federal funds.

The total estimated cost for this additional work, as negotiated is \$43,446.30, yielding a new contract total of \$160,946.30. In addition, this supplement provides for a time extension through December 29, 2023.

**ATTACHMENTS:**

[Supplemental Agreement 1-2 KBA signed.pdf](#)



<b>Supplemental Agreement Number</b> _____		Organization and Address	
Original Agreement Number		Phone:	
Project Number	Execution Date	Completion Date	
Project Title	New Maximum Amount Payable		
Description of Work			

The Local Agency of \_\_\_\_\_ desires to supplement the agreement entered in to with \_\_\_\_\_ and executed on \_\_\_\_\_ and identified as Agreement No. \_\_\_\_\_

All provisions in the basic agreement remain in effect except as expressly modified by this supplement. The changes to the agreement are described as follows:

**I**

Section 1, SCOPE OF WORK, is hereby changed to read:

**II**

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: \_\_\_\_\_

**III**

Section V, PAYMENT, shall be amended as follows:

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: \_\_\_\_\_

*Ernie M. Overbeek*

Consultant Signature

By: \_\_\_\_\_

Approving Authority Signature

\_\_\_\_\_  
Date

**Exhibit "A"**  
**Summary of Payments**

	Basic Agreement	Supplement #1	Total
Direct Salary Cost			
Overhead (Including Payroll Additives)			
Direct Non-Salary Costs			
Fixed Fee			
Total			



**52nd Street & NE  
Sunnyside Blvd.**

City of Marysville  
KBA Job No.  
Cost + Net fee (on DSC Only)  
Prepared On: 5/1/2023  
Prepared by: D. Mohler  
Annual Escalation on DSC 5%

Calendar

SEP 2022	OCT 2022	NOV 2022	DEC 2022	JAN 2023	FEB 2023	MAR 2023	APR 2023	MAY 2023	JUN 2023	JUL 2023
21	21	20	21	21	20	23	20	22	22	20
168	168	160	168	168	160	184	160	176	176	160
12%	11%	10%	4%	6%	8%	10%	11%	12%	12%	12%
188	186	176	175	178	173	202	178	197	197	179

Construction Phase

Precon	Construction (50 working days w/ signal pole procurement suspension)										Closeout
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**ESTIMATE OF COSTS**

CONFIDENTIAL & PROPRIETARY TO KBA, INC.

3007109	3007151	3007241	3007317	3007416	3007482	Estimated	Estimated	Estimated	Estimated	Estimated
---------	---------	---------	---------	---------	---------	-----------	-----------	-----------	-----------	-----------

KBA Hours				2022 Rate	2022 Mid Yr +	2023 Rate	Total Hours	SEP 2022	OCT 2022	NOV 2022	DEC 2022	JAN 2023	FEB 2023	MAR 2023	APR 2023	MAY 2023	JUN 2023	JUL 2023
Dave Mohler	E6	Engineer / Professional VI		\$62.40	\$68.00	\$72.00	249.0	4.5	19.5	17.5	20.5	44.0	53.0	34.0	10.0	10.0	32.0	4.0
Mark Hammer	E5	Resident Engineer/Inspector V		\$58.08	\$58.08	\$58.08	87.0	38.5	48.5	-	-	-	-	-	-	-	-	-
Joanne Walker	P4	Project Controls IV		\$45.00	\$45.00	\$50.00	283.0	23.0	30.0	14.0	16.0	39.0	39.0	50.0	12.0	12.0	40.0	8.0
Laurene Caudill	A2	Administrator III		\$29.00	\$30.00	\$32.32	8.3	2.0	-	1.5	-	-	-	0.75	1.0	1.0	1.0	1.0
Jill Carter	A4	Administrator IV		\$44.00	\$47.00	\$51.00	3.0	3.0	-	-	-	-	-	-	-	-	-	-
Mojgan Moini	A6	Administrator VI		\$48.52	\$55.00	\$62.00	14.0	2.5	1.5	-	2.0	3.5	2.0	2.5	-	-	-	-
Ben Oie	T2	Technical Representative II		\$0.00	\$45.00	\$47.44	418.5	-	-	-	60.0	120.0	58.5	52.0	-	-	120.0	8.0
Subtotal - KBA Labor Hours							1,062.8	73.5	99.5	33.0	98.5	206.5	152.5	139.3	23.0	23.0	193.0	21.0

Project Expenses				Rate	Tax	Loaded Rate	Total Costs	SEP 2022	OCT 2022	NOV 2022	DEC 2022	JAN 2023	FEB 2023	MAR 2023	APR 2023	MAY 2023	JUN 2023	JUL 2023	
Vehicle - 4 Door SUV																			
Monthly Lease Rate	DE			\$ 1,000	10.4%	10.40%	\$ 1,104												
Daily Rate	DE			\$ 50.00	10.4%	10.40%	\$ 55		469.21			1,298.97	431.42	383.49			825.00	55.00	
Miscellaneous Expenses																			
Office Supplies							\$ 20.16										\$ 20.16		
Subtotal - Direct Expenses							3,483.25	-	469.21	-	-	1,298.97	431.42	383.49	-	-	845.16	55.00	

Subconsultants				Total Costs	SEP 2022	OCT 2022	NOV 2022	DEC 2022	JAN 2023	FEB 2023	MAR 2023	APR 2023	MAY 2023	JUN 2023	JUL 2023
GeoTest	Materials Testing			\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ 1,250.00	\$ 1,250.00	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal - Subconsultant Costs				\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ 1,250.00	\$ 1,250.00	\$ -	\$ -	\$ -	\$ -	\$ -

Combined Costs				2022 Rate	2022 Mid Yr +	2023 Rate	Total DSC	SEP 2022	OCT 2022	NOV 2022	DEC 2022	JAN 2023	FEB 2023	MAR 2023	APR 2023	MAY 2023	JUN 2023	JUL 2023
Dave Mohler	E6	Engineer / Professional VI		\$62.40	\$68.00	\$72.00	16,075.20	280.80	1,216.80	1,092.00	1,279.20	2,745.60	3,307.20	2,121.60	720.00	720.00	2,304.00	288.00
Mark Hammer	E5	Resident Engineer/Inspector V		\$58.08	\$58.08	\$58.08	5,052.96	964.75	2,024.05	1,771.22	2,164.10	4,615.14	5,345.12	3,581.54	1,171.96	1,171.96	3,639.52	498.99
Joanne Walker	P4	Project Controls IV		\$45.00	\$45.00	\$50.00	13,735.00	1,035.00	1,350.00	630.00	720.00	1,950.00	1,950.00	2,500.00	600.00	600.00	2,000.00	400.00
Laurene Caudill	A2	Administrator III		\$29.00	\$30.00	\$32.32	256.78	60.00	-	45.00	-	-	-	22.50	32.32	32.32	32.32	32.32
Jill Carter	A4	Administrator IV		\$44.00	\$47.00	\$51.00	141.00	141.00	-	-	-	-	-	-	-	-	-	-
Mojgan Moini	A6	Administrator VI		\$48.52	\$55.00	\$62.00	826.00	137.50	82.50	-	110.00	217.00	124.00	155.00	-	-	-	-
Ben Oie	T2	Technical Representative II		\$0.00	\$45.00	\$47.44	19,394.92	-	-	-	2,700.00	5,692.80	2,775.24	2,466.88	-	-	5,400.00	360.00
Direct Salary Costs							55,481.86	3,890.38	5,466.18	1,767.00	4,809.20	10,605.40	8,156.44	7,265.98	1,352.32	1,352.32	9,736.32	1,080.32
Overhead (Home) @ 155.78%							26,948.35	964.75	2,024.05	1,771.22	2,164.10	4,615.14	5,345.12	3,581.54	1,171.96	1,171.96	3,639.52	498.99
Overhead (Field) @ 146.37%							55,888.28	4,787.88	6,099.06	922.13	5,005.85	11,186.77	6,916.33	7,270.02	878.22	878.22	10,831.38	1,112.41
Subtotal Overhead							82,836.63	5,752.63	8,123.11	2,693.35	7,169.95	15,801.90	12,261.46	10,851.56	2,050.18	2,050.18	14,470.90	1,611.41
Fee on DSC 30.00%							16,644.56	1,167.11	1,639.85	530.10	1,442.76	3,181.62	2,446.93	2,179.79	405.70	405.70	2,920.90	324.10
Subtotal (DSC + OH + Fee)							154,963.05	10,810.12	15,229.15	4,990.45	13,421.91	29,588.92	22,864.83	20,297.33	3,808.20	3,808.20	27,128.12	3,015.82
Direct Expenses (No Markup)							3,483.25	-	469.21	-	-	1,298.97	431.42	383.49	-	-	845.16	55.00
Subconsultant(s)							2,500.00	-	-	-	-	1,250.00	1,250.00	-	-	-	-	-
TOTAL INVOICED							160,946.30	10,810.12	15,698.36	4,990.45	13,421.91	32,137.89	24,546.25	20,680.82	3,808.20	3,808.20	27,973.28	3,070.82



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** June 5, 2023

**SUBMITTED BY:** Senior Project Manager Pat Gruenhagen, Engineering

**ITEM TYPE:** Agreement

**AGENDA SECTION:** **New Business**

**SUBJECT:** Professional Services Agreement with RH2 Engineering, Inc., to provide preliminary design for the SR 528 Water Main Replacement Project

**SUGGESTED ACTION:** Recommended Motion: I move to authorize the Mayor to sign and execute the professional services agreement with RH2 Engineering, Inc., to provide preliminary design for the SR 528 Water Main Replacement Project in the amount of \$145,000.00.

**SUMMARY:**

The SR 528 Water Main Replacement Project will include replacement of existing, deteriorating 8-inch and 12-inch ductile iron water main along SR 528 from 67th Ave NE to 83rd Ave NE. Installed approximately thirty years ago, these facilities have been found to exhibit a significant degree of corrosion when exposed and examined by City personnel (during repair of two recent water main breaks) as well as a corrosion engineer.

City staff advertised a Request for Proposals on April 4, 2023, soliciting professional services from interested and qualified firms to provide design services for this project. Subsequent to this, the City conducted interviews on April 26th, with the two firms that expressed interest: “KPG Psomas” and “RH2 Engineers.” Ultimately, despite strong showings by both, the City’s selection committee concluded that RH2 was the most qualified and best-suited to provide the design for this project – based upon its combined interview performance and the substance of its written proposal.

The attached professional services agreement with RH2 Engineering, in the amount of \$145,000, will establish the framework for its design team to work in collaboration with the City to advance preliminary design of necessary water main replacement, including topographic surveying, a permitting assessment, establishment of a preferred alignment, and evaluation of pipe material options best-suited for this project. This level of effort will pave the way for the City to gain a clearer understanding on questions which will be key to completion of final design, including a) the precise scope, cause, and extent of existing pipe deterioration; b) whether portions of existing pipe should remain within easement or be relocated to the roadway prism; and c) the relative proximity of adjacent sensitive areas (streams, wetlands) and their buffers to the work at hand. Answers to these questions and others will help to inform and improve the quality of final design, and to ensure that it is carried out in as cost-efficient a manner as possible. Final design, bidding, and construction support will be provided in a future supplement.

---

**ATTACHMENTS:**

[PSA\\_Consolidated.pdf](#)

[Vicinity Map.pdf](#)

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND RH2 ENGINEERING, INC.**

**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 RH2 Engineering, Inc., a corporation, organized under the laws of the state of Washington, located and doing business at 22722 29th Dr SE #210, Bothell, WA 98021 (“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 notice to proceed and shall terminate at midnight on January 31, 2024. 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. In no event shall the compensation paid to Consultant under this Agreement exceed **One Hundred Forty-Five Thousand and 00/100 Dollars (\$145,000.00)** within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. 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)                      \_\_\_\_\_ (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.)*

\_\_\_\_\_ 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**  
Marysville City Hall, Attn: Patrick Gruenhagen  
501 Delta Avenue  
Marysville, WA 98270

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

**RH2 ENGINEERING**  
22722 29th Dr SE #210  
Bothell, WA 98021  
Attn: Ryan Feskens

**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 June, 2023.

CITY OF MARYSVILLE

By \_\_\_\_\_  
Jon Nehring, Mayor

DATED this \_\_\_\_\_ day of June, 2023.

RH2 ENGINEERING, INC.

By \_\_\_\_\_  
Richard L. Ballard  
Its: Director

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
\_\_\_\_\_, Deputy City Clerk

Approved as to form:

\_\_\_\_\_  
Jon Walker, City Attorney

**EXHIBIT A**  
**Scope of Work**  
**City of Marysville**  
**SR 528 Water Main Replacement**  
May 2023

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**Background**

The City of Marysville (City) desires to replace existing 8-inch and 12-inch water mains and pressure reducing stations along State Route 528 (SR 528) between 67<sup>th</sup> Avenue NE and 83<sup>rd</sup> Avenue NE that are nearing the end of their service life and experiencing corrosion concerns. In addition, a section of 10-inch water main will need to be upsized to 12-inch water main as identified in the City's 2017 *Water System Plan*. The City has retained RH2 Engineering, Inc., (RH2) to complete the project design.

This Scope of Work includes tasks necessary to complete Phase 1, the preliminary design of the water main replacements, including topographic surveying, a permitting assessment, and an evaluation of the preferred alignment and pipe materials. Once these initial evaluations are complete, RH2 will prepare a predesign technical memorandum for the project. Phase 2 services for final design, bidding, and construction contract administration will be provided as a separate authorization.

**Assumptions**

The following assumptions were made when preparing this Scope of Work:

- *RH2 will rely upon the accuracy and completeness of information, data, and materials generated or produced by the City or others in relation to this Scope of Work. RH2 assumes that the entity providing such information to RH2 is either the owner of such information or has obtained written authorization from the owner to distribute said information.*
- *Deliverables will be provided in electronic PDF format unless otherwise noted.*

**Phase 1 – Preliminary Design**

**Task 1 – Project Management**

**Objective:** Provide coordination of the RH2 project team, including communication with City staff, progress reporting, monthly invoices, and updates to the scope of work, schedule, and budget.

**Approach:**

- 1.1 Monitor RH2's scope of work, budget, and schedule. Provide updates and monthly invoices to the City.
- 1.2 Coordinate with the City to facilitate the project's progress and schedule. Attend progress meetings with City staff as requested. *A total of six (6) progress meetings are assumed in the Fee Estimate, in addition to other milestone and review meetings identified elsewhere in this Scope of Work.*
- 1.3 Document and retain information generated during the execution of the project.

**Assumptions:**

- *Project management services are provided for preliminary design only. Additional project management services for subsequent phases of work will be included in future supplements..*

**RH2 Deliverables:**

- Monthly invoices.
- Attendance at progress meetings.

**Task 2 – Preliminary Design**

**Objective:** Perform a topographic survey of the project site. Evaluate and develop a preliminary project alignment, assess the permitting submittals anticipated to be required, and evaluate pipe materials for replacing the water main. Prepare a predesign technical memorandum.

**Approach:**

- 2.1 Coordinate with SAM Companies, LLC, (SAM) as a subconsultant to RH2 to provide horizontal and vertical survey control and topographic information along SR 528. The survey will include surface features, underground utilities, topography, roadway and utility alignments, right-of-way, property lines, and easements within the project area. Perform one (1) site visit to review survey data. Format survey data into design base maps. *It is assumed that only the southern half of the SR 528 corridor will be included within the extents of the survey boundary. As such, the existing water main may or may not be fully located within this subtask.*
- 2.2 Perform a permitting needs assessment for the project, including the following subtasks:
  - a) Review existing environmental data, maps, and background reports to support project permitting work. *The City will provide background reports for any critical areas work along the alignment, as available.*
  - b) Coordinate with the City’s Community Development and Public Works staff regarding the project, anticipated permit approvals, background information, etc. *Telephone and email coordination are assumed for this subtask.*
  - c) Coordinate and meet with the City and Washington State Department of Transportation (WSDOT) to discuss the project and process for design approvals. *This meeting will be held virtually and will be attended by up to two (2) RH2 staff.*
  - d) Perform critical areas reconnaissance of project alignment, including preliminary field recording of wetland/stream drainages along the alignment for further delineation and collection of site photographs to inform pre-application meeting with City staff.
  - e) Prepare application form and questions for pre-application meeting with the City to discuss the project and anticipated permit approvals, application timelines, etc. Attend the pre-application meeting (up to three (3) RH2 staff) and record feedback from the City to inform predesign technical memorandum preparation.

- 2.3 Evaluate and develop the project scope and extents based on the project budget, pipeline conditions, permitting assessment, and possible easement acquisitions. Determine the most critical sections of water main in need of replacement. Evaluate and develop alternatives for additional sections of water main to include in the project. Select and establish the project scope and extents based on these assessments.
- 2.4 Evaluate pipeline materials for the replacement water main and prepare planning-level cost estimates for each material evaluated. Materials evaluation will consider the existing corrosion concerns, nearby overhead power lines, and other existing utilities installed in SR 528.
- 2.5 Prepare a draft predesign technical memorandum (TM) summarizing the results of the project scope and extents, materials evaluation, permitting determinations and anticipated effort, and cost estimates. Recommend a preferred project alignment for those sections of water main to be replaced. Submit the draft predesign TM to City staff for review and comment. Finalize the predesign TM based on City feedback.

**Assumptions:**

- *SAM will coordinate with One Call to perform locates before surveying the pipeline.*
- *No geotechnical investigation activities are proposed. Limited geotechnical assessment may be warranted following the desktop review, which would be completed under an amended contract.*
- *The project does not have a federal nexus (i.e. will not use federal funding, occur on federal lands, involve impacts to federally listed and/or protected habitats or species, or require federal permits).*

**Provided by the City:**

- Available as-builts, background information, reports, etc.

**RH2 Deliverables:**

- Attendance at one (1) site visit to review survey data.
- Attendance at virtual WSDOT coordination meeting.
- Attendance at the pre-application meeting.
- Draft and final predesign TM.

**Task 3 – Supplemental Services**

**Objective:** Provide additional services as requested by the City.

**Approach:**

- 3.1 Provide additional services for the project as requested and authorized by the City. RH2 shall submit a budget estimate for supplemental services as they are requested by the City. The City shall provide written authorization to proceed with the supplemental services.

**RH2 Deliverables:**

- Budget estimates for supplemental services.
- Other deliverables as requested by the City under an authorization for supplemental services.

**Project Schedule**

Phase 1 is anticipated to be complete within four (4) months of notice to proceed.

The overall project is anticipated to take between eighteen (18) and twenty-four (24) months to complete.

**EXHIBIT B**

**Fee Estimate**

**City of Marysville**

**SR 528 Water Main Replacement**

**May-23**

Description	Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
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**Phase 1 - Preliminary Design**

Task 1	Project Management	80	\$ 17,900	\$ -	\$ 1,350	\$ 19,250
1.1	Monitor scope, budget and schedule and prepare invoices	16	\$ 3,560	\$ -	\$ 189	\$ 3,749
1.2	Coordinate with City and attend progress meetings	40	\$ 9,156	\$ -	\$ 799	\$ 9,955
1.3	Document and retain information	24	\$ 5,184	\$ -	\$ 362	\$ 5,546

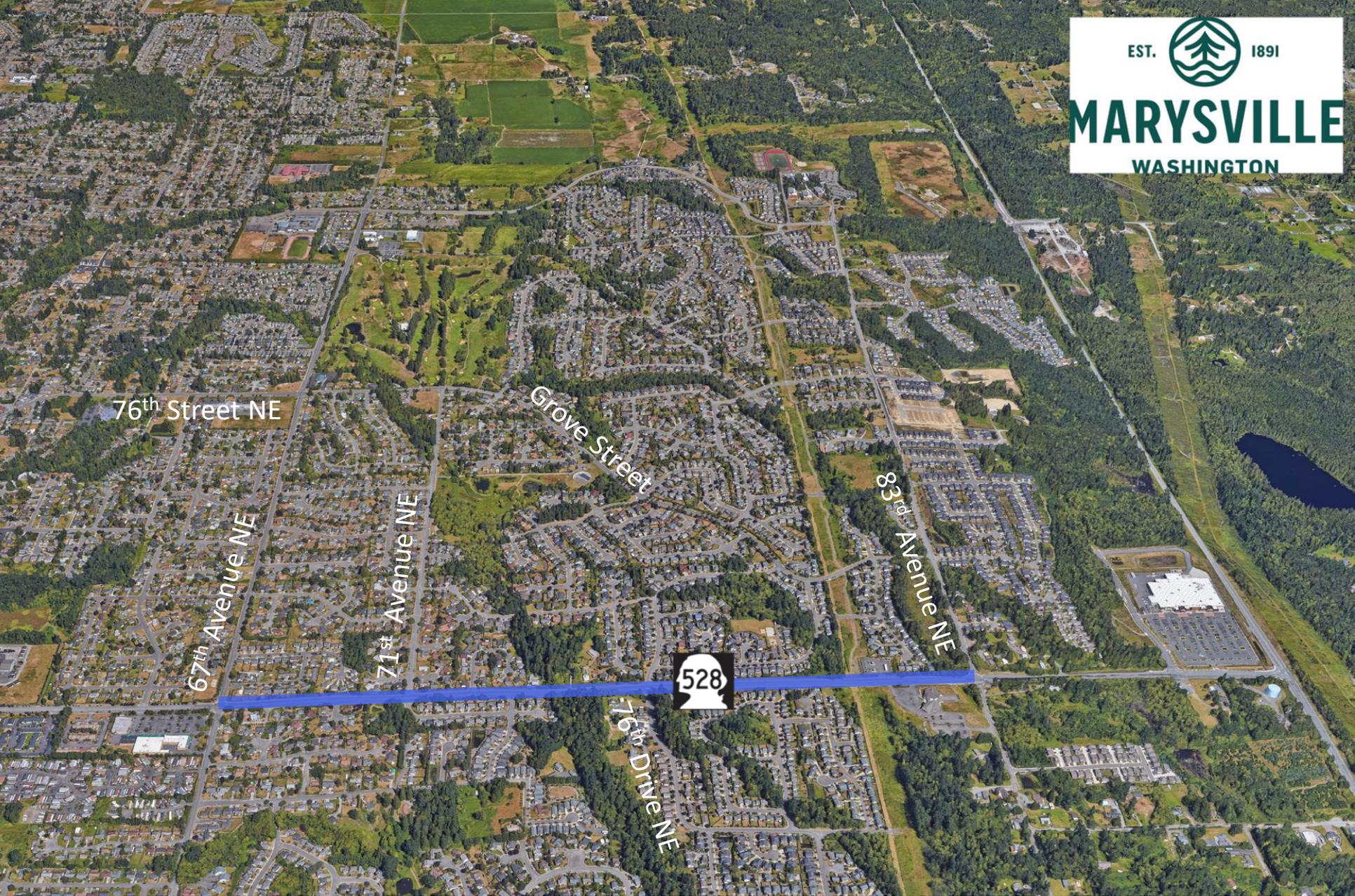
Task 2	Preliminary Design	240	\$ 49,054	\$ 63,250	\$ 3,446	\$ 115,750
2.1	Coordinate with SAM to provide survey and perform site visit	30	\$ 6,056	\$ 63,250	\$ 526	\$ 69,832
2.2	Perform permitting needs assessment	60	\$ 11,222	\$ -	\$ 538	\$ 11,760
2.3	Evaluate and develop project delineation	54	\$ 11,684	\$ -	\$ 932	\$ 12,616
2.4	Evaluate pipeline materials and develop cost estimates	58	\$ 12,448	\$ -	\$ 951	\$ 13,399
2.5	Prepare draft and final predesign technical memorandum	38	\$ 7,644	\$ -	\$ 499	\$ 8,143

Task 3	Supplemental Services	44	\$ 9,204	\$ -	\$ 796	\$ 10,000
3.1	Provide additional services as requested	44	\$ 9,204	\$ -	\$ 796	\$ 10,000

<b>PROJECT TOTAL</b>	<b>364</b>	<b>\$ 76,158</b>	<b>\$ 63,250</b>	<b>\$ 5,592</b>	<b>\$ 145,000</b>
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**EXHIBIT C**  
**RH2 ENGINEERING, INC.**  
**2023 SCHEDULE OF RATES AND CHARGES**

<b>RATE LIST</b>	<b>RATE</b>	<b>UNIT</b>
Professional I	\$167	\$/hr
Professional II	\$183	\$/hr
Professional III	\$207	\$/hr
Professional IV	\$223	\$/hr
Professional V	\$240	\$/hr
Professional VI	\$255	\$/hr
Professional VII	\$274	\$/hr
Professional VIII	\$284	\$/hr
Professional IX	\$284	\$/hr
Technician I	\$131	\$/hr
Technician II	\$143	\$/hr
Technician III	\$158	\$/hr
Technician IV	\$174	\$/hr
Technician V	\$191	\$/hr
Technician VI	\$208	\$/hr
Technician VII	\$226	\$/hr
Technician VIII	\$238	\$/hr
Administrative I	\$86	\$/hr
Administrative II	\$100	\$/hr
Administrative III	\$121	\$/hr
Administrative IV	\$143	\$/hr
Administrative V	\$162	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.6550	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	



Vicinity Map – SR 528 Water Main Replacement Project



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** June 5, 2023

**SUBMITTED BY:** Senior Project Manager Pat Gruenhagen, Engineering

**ITEM TYPE:** Agreement

**AGENDA SECTION:** **New Business**

**SUBJECT:** Supplemental Agreement No. 1 with Otak, Inc. to provide consultant services for the 156<sup>th</sup> Street NE Corridor Improvement Project.

**SUGGESTED ACTION:** Recommended Motion: I move to authorize the Mayor to sign and execute Supplemental Agreement No. 1 with Otak, Inc. to provide consultant services for the 156<sup>th</sup> St NE Corridor Improvement Project.

**SUMMARY:** The 156th Street NE Corridor Improvement Project will widen a portion of 156th Street NE from 3 lanes to 5 lanes in the vicinity east of Smokey Point Boulevard thereby eliminating an existing bottleneck. The project will also include a shared use pathway on the north side of 156th St NE.

The City executed an agreement with Otak, Inc. on January 13, 2021, establishing a framework for the firm to provide professional engineering services that included preliminary design and feasibility-level environmental review for the project. Supplement No. 1 to the original agreement, enclosed herein, includes a scope of services that will allow Otak to advance the project through final design, formal SEPA environmental review, permitting, and right-of-way acquisition.

Supplement No. 1 includes an additional fee of \$226,862.00, for a total contract amount of \$497,520.00 and amends the completion date to April 1, 2025.

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**ATTACHMENTS:**

[Supp 1\\_Consolidated.pdf](#)



<b>Supplemental Agreement Number</b> _____		Organization and Address	
Original Agreement Number		Phone:	
Project Number	Execution Date	Completion Date	
Project Title	New Maximum Amount Payable		
Description of Work			

The Local Agency of \_\_\_\_\_ desires to supplement the agreement entered in to with \_\_\_\_\_ and executed on \_\_\_\_\_ and identified as Agreement No. \_\_\_\_\_

All provisions in the basic agreement remain in effect except as expressly modified by this supplement. The changes to the agreement are described as follows:

**I**

Section 1, SCOPE OF WORK, is hereby changed to read:

**II**

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: \_\_\_\_\_

**III**

Section V, PAYMENT, shall be amended as follows:

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Approving Authority Signature

\_\_\_\_\_  
Date

**Exhibit "A"**  
**Summary of Payments**

<b>Otak</b>	Basic Agreement	Supplement #1	Total
Direct Salary Cost	\$ 55,918	\$ 36,442	\$ 92,360
Overhead (Including Payroll Additives)	\$ 91,041	\$ 60,042	\$ 151,083
Direct Non-Salary Costs	\$ 3,500	\$ 1,000	\$ 4,500
Fixed Fee	\$ 13,980	\$ 9,110	\$ 23,090
<b>Total</b>	<b>\$ 164,439</b>	<b>\$ 106,594</b>	<b>\$ 271,033</b>

**Exhibit "A"**  
**Summary of Payments**

<b>The Transpo Group</b>	Basic Agreement	Supplement #1	Total
Direct Salary Cost	\$ 6,089	\$ 518	\$ 6,607
Overhead (Including Payroll Additives)	\$ 9,598	\$ 817	\$ 10,415
Direct Non-Salary Costs	\$ -	\$ -	\$ -
Fixed Fee	\$ 1,829	\$ 156	\$ 1,984
<b>Total</b>	<b>\$ 17,514</b>	<b>\$ 1,490</b>	<b>\$ 19,004</b>

**Exhibit "A"**  
**Summary of Payments**

<b>ESA</b>	Basic Agreement	Deduction for Unspent Balance	Supplement #1	Net Supplement #1 (unspent balance less Supplement #1)	Total
Direct Salary Cost	\$ 25,702	\$ 15,791	\$ 15,902	\$ 111	\$ 25,813
Overhead (Including Payroll Additives)	\$ 48,358	\$ 29,711	\$ 31,173	\$ 1,462	\$ 49,820
Direct Non-Salary Costs	\$ 7,406	\$ 4,550	\$ 750	\$ (3,800)	\$ 3,606
Fixed Fee	\$ 888	\$ 546	\$ 4,707	\$ 4,161	\$ 5,049
<b>Total</b>	<b>\$ 82,353</b>	<b>\$ 50,597</b>	<b>\$ 52,532</b>	<b>\$ 1,935</b>	<b>\$ 84,289</b>

**Exhibit "A"**  
**Summary of Payments**

<b>Contract Land Servi</b>	Basic Agreement	Supplement #1	Total
Direct Salary Cost	\$ 2,250	\$ 30,818	\$ 33,068
Overhead (Including Payroll Additives)	\$ 3,223	\$ 44,346	\$ 47,569
Direct Non-Salary Costs	\$ 270	\$ 21,954	\$ 22,224
Fixed Fee	\$ 609	\$ 8,845	\$ 9,454
<b>Total</b>	<b>\$ 6,352</b>	<b>\$ 105,963</b>	<b>\$ 112,315</b>

**Exhibit "A"**  
**Summary of Payments**

<b>GeoEngineers</b>	Basic Agreement	Supplement #1	Total
Direct Salary Cost	\$ -	\$ 3,089	\$ 3,089
Overhead (Including Payroll Additives)	\$ -	\$ 5,851	\$ 5,851
Direct Non-Salary Costs	\$ -	\$ 1,046	\$ 1,046
Fixed Fee	\$ -	\$ 894	\$ 894
<b>Total</b>	<b>\$ -</b>	<b>\$ 10,880</b>	<b>\$ 10,880</b>

**Exhibit "A"**  
**Summary of Payments**

<b>TOTAL</b>	Basic Agreement	Supplement #1	Total
Direct Salary Cost	\$ 89,959	\$ 70,978	\$ 160,937
Overhead (Including Payroll Additives)	\$ 152,220	\$ 112,517	\$ 264,737
Direct Non-Salary Costs	\$ 11,176	\$ 20,200	\$ 31,376
Fixed Fee	\$ 17,306	\$ 23,166	\$ 40,472
<b>Total</b>	<b>\$ 270,658</b>	<b>\$ 226,862</b>	<b>\$ 497,520</b>

**Exhibit A-1**  
**City of Marysville**  
**156<sup>th</sup> Street NE Widening**  
Smokey Point Boulevard to Hayho Creek  
Otak #33342  
May 2023

## Understanding of Supplement #1

After a pause on the project development in December 2021, the City of Marysville desires to move forward on the project design, environmental review, permit acquisition, and property rights acquisition.

### *General Assumptions:*

- As the project has the federal nexus of a Section 404 permit is required, the project is mandated to undergo Section 7 of the Endangered Species Act (ESA) consultation
  - As stormwater infiltration is deemed infeasible due to the high winter/spring groundwater table, the federal service will likely determine formal consultation is necessary
  - The project timeline of 18 months is the average of the 12 to 24 month range estimated to complete formal consultation once the biological assessment is prepared and submitted
- The environmental review, ESA Section, and property rights acquisition is the critical path of the project schedule; starting construction is anticipated the 2<sup>nd</sup> quarter of 2025
- Based upon draft 75% complete construction plans and the Multi Use Path Technical Memorandum
- The confirmation of wetlands requires that retaining wall will be designed to limit wetland impacts

## Scope of Services

### Project Management and Coordination

#### *Task 1 Assumptions:*

- Check in meetings with the City Project Manager will conducted more frequently during the remaining 75% and the Final Design tasks; less often during property rights acquisition and ESA Section 7 consultation activities
- This task covers 36 hours spent between December 2022 and May 2023 providing information to the City, and rescoping and estimating effort on revised Amendment 1, and process progress reports and invoice

## 4. Design/Engineering

### 4.5. Preparation of 75% Design Submittal

#### Structural

- Coordinate with other disciplines, including civil, stormwater and geotechnical engineers; and environmental permitting staff, to determine retaining wall type that will support sidewalks. Wall locations are adjacent to wetlands and will be located approximately between Station 17+35 and 27+10, approximately 41' RT. Wall types are assumed to be gravity block or structural earth walls in accordance with WSDOT Standard Specifications.
- Prepare wall layout (plan and elevation) and wall detail plans
- Prepare railing/fence detail plans for fall protection at top of wall and coordinate railing/fence limits with the civil engineer.
- Prepare quantities and unit prices for the retaining walls and railing/fence
- Prepare a list of special provisions for the retaining wall and railing/fence and submit to the civil engineer

### 4.6. Preparation of Final Design Submittal

#### Structural

- Respond to 90% structural design comments
- Update plans to final design level
- Update quantities and unit prices
- Provide applicable specifications for the contract manual

#### Task 4 Deliverables:

- Retaining wall layout and details will be added to the construction plans set

#### Task 4 Assumptions:

- The retaining wall type is anticipated to be a structural earth wall; the presence of critical areas was not confirmed nor was the anticipation requiring retaining wall initially; wall design has not been initiated as of the start of this contract Amendment #1
- Design Coordination Meetings will occur during the 75% and Final design tasks; however during property rights acquisition and awaiting formal ESA Section 7 Consultation to be completed, these meetings will not be conducted, and the Otak project manager will instead coordinate with applicable subconsultants as needed
- The civil, stormwater, and landscaping plans were about 10% complete, and specifications were not started, as of the time of the project pause in December 2021

## 5. Property Rights Acquisition Support

### 5.1 Prepare Right-of-Way Plans

- In accordance with Chapter 25 of the WSDOT Local Agency Guidelines, Otak will prepare right-of-way plans showing permanent property rights

### 5.2 Prepare Legal Descriptions and Exhibits

- Otak will prepare legal descriptions and exhibits for each fee-simple right-of-way acquisition (3)
- Legal description and Exhibits will be prepared for each temporary construction easement (7)

### 5.3 Acquisition Staking

- Stake acquisition (temporary and permanent) for appraisal/negotiation (10)

#### *Task 5 Deliverables:*

- Draft right-of-way plan for City review and comment; a pre-final right-of-way map to commence property rights acquisition; the plan will be revised as necessary based upon design or property rights negotiation changes
- Legal descriptions and exhibits
- Staked acquisitions

#### *Task 5 Assumptions:*

- The project will require 7 temporary construction easements and 3 fee-simple right-of-way acquisitions
- CLS will notify Otak 5 business days prior to acquisition staking needs

Exhibit D Prime Consultant Cost Computations

156th ST NE, SMOKEY POINT BOULEVARD TO HAYHO CREEK, AMENDMENT #1

Otak Project # 033342.000

		Civil				Structures	scape Archite	Survey				Admin			
		Massie	Phengsavath	Ly	Kayanda	Doherty	O'Connell	LaPierre	Yamashita	Tsoi	Rusch	Johnson	Wertz		
<i>Task</i>	<i>Description</i>	Civil Engineer IX	Civil Engineer X	Civil Engineer VII	Engineer Technician IV	Civil Engineer X	Engineering Designer IV	Landscape Architect VI	PIC/PLS - Sr. Manager	PLS V	Survey Office Tech IV	Survey Crew Chief III	Project Coordinator I	<i>Total Hours</i>	<i>Total Budget by Task</i>
<b>1.0</b>	<b>Project Management and Coordination</b>														
1.1	Coordination with the City of Marysville	70												70	\$13,159
1.2	Coordination of Subconsultants	32												32	\$6,015
1.3	Project Monitoring and Reporting	36											36	72	\$10,664
<b>4.0</b>	<b>Design/Engineering</b>														
4.1	Design Coordination Meetings (Assume 12 Meetings)	14		8		8		8		2	2			42	\$7,332
4.2	Multi Use Path Alternatives Tech Memo	8	8	50										66	\$10,602
4.3	Stormwater Site Plan Report														
4.4	Preparation of 30% Design Submittal			34	24									58	\$7,441
4.5	Preparation of 75% Design Submittal					20	108							128	\$15,461
4.6	Preparation of Final Design Submittal					20	72							92	\$11,709
<b>5.0</b>	<b>Property Rights Acquisition Support</b>														
5.1	Prepare Right-of-Way Plans	2		2					4	4	24			36	\$4,727
5.2	Prepare Legal Descriptions and Exhibits	2		2					5	10	40			59	\$7,662
5.3	Acquisition Staking								2		4	40		46	\$5,616
	<i>Total Hours</i>	164	8	96	24	48	180	8	11	16	70	40	36	701	
	<i>Billing Rate</i>	<b>\$187.98</b>	<b>\$207.16</b>	<b>\$148.81</b>	<b>\$99.21</b>	<b>\$210.35</b>	<b>\$104.20</b>	<b>\$158.64</b>	<b>\$206.74</b>	<b>\$173.17</b>	<b>\$105.57</b>	<b>\$119.50</b>	<b>\$108.23</b>		
	<i>Direct Salary</i>	\$62.53	\$68.91	\$49.50	\$33.00	\$69.97	\$34.66	\$52.77	\$83.82	\$70.21	\$42.80	\$48.45	\$36.00		
	<i>Overhead Office: 175.63%, Field: 121.65%</i>	\$109.82	\$121.03	\$86.94	\$57.96	\$122.89	\$60.87	\$92.68	\$101.97	\$85.41	\$52.07	\$58.94	\$63.23		
	<i>Profit 25% on Raw Labor</i>	\$15.63	\$17.23	\$12.38	\$8.25	\$17.49	\$8.67	\$13.19	\$20.96	\$17.55	\$10.70	\$12.11	\$9.00		
	<b>Total Labor Cost</b>	<b>\$30,829</b>	<b>\$1,657</b>	<b>\$14,286</b>	<b>\$2,381</b>	<b>\$10,097</b>	<b>\$18,756</b>	<b>\$1,269</b>	<b>\$2,274</b>	<b>\$2,771</b>	<b>\$7,390</b>	<b>\$4,780</b>	<b>\$3,896</b>		<b>\$100,386</b>
	<i>2023 Cost Escalation Original Contract Work</i>														<b>\$2,126</b>
	<i>2024 Cost Escalation Original Contract and Amendment #1 Work</i>														<b>\$3,081</b>
	<i>General Expenses (utility locates, repro, travel expenses, etc.)</i>														<b>\$1,000</b>
	<i>Otak Labor and Expenses Subtotal</i>														<b>\$106,594</b>
	<i>Transpo Group - Adj. 2 years 5% annual cost escalation on \$14K balance</i>														<b>\$1,490</b>
	<i>GeoEngineers - Retaining Wall Design Support w/ 1 year 5% cost escalation adj.</i>														<b>\$10,880</b>
	<b>Total Design</b>														<b>\$118,964</b>
	<i>ESA - Env. Rvw. &amp; Reg. Permit Support Add. Budget Beyond Current Balance</i>														<b>\$1,935</b>
	<i>Contract Land Services - Property Rights Acquisition</i>														<b>\$105,963</b>
	<b>Grand Total</b>														<b>\$226,862</b>

Billing rates are based on direct rate, 175.63%/121.65% OHs, and 25.00% Profit

## Exhibit A1

**SCOPE OF SERVICES  
GEOTECHNICAL ENGINEERING  
156<sup>TH</sup> ST NE FINAL DESIGN  
SMOKEY POINT BOULEVARD TO HAYHO CREEK  
CITY OF MARYSVILLE  
GEOENGINEERS JOB NO. 0925-017-01**

### INTRODUCTION

GeoEngineers, Inc. is pleased to present our proposed scope and fee estimate for geotechnical engineering services in support of the City of Marysville 156<sup>th</sup> Street NE final design project between Smokey Point Boulevard and Hayho Creek. This scope of services is revised from our December 2020 submittal to limit our geotechnical engineering services to recommendations for the proposed retaining wall to be constructed on the south side of the widening project. We understand a retaining wall will be constructed on the south side in the central portion of the alignment adjacent to the Midway Garden mobile home park where wetlands have been identified.

Based on our previous work at the site, subsurface conditions likely consist of a variable thickness of loose fill overlying medium dense recessional outwash of the Marysville Sand Member. Groundwater levels are anticipated to be within about 3 feet of the existing ground surface. Key geotechnical issues will include earthwork and foundation recommendations for the retaining wall. Based on our discussions and project understanding, we propose the following geotechnical design services:

1. Review the results of previous explorations, available geotechnical studies provided by the City for the recent new development, and public databases pertaining to subsurface conditions.
2. Supplement the existing data by completing hand auger holes within the proposed widening area along the central area adjacent to the wetlands (adjacent to the Midway Garden mobile home park). Complete the one-call utility locate and meet with utility representatives on site to clear boring locations.
3. Perform laboratory tests on representative samples of the soils, including tests for moisture content and particle size distribution, if applicable.
4. Provide geotechnical recommendations for design including:
  - Earthwork and site preparation for construction of the wall including placement and compaction of structural fill, and mitigation of unsuitable soil conditions.
  - Retaining wall subgrade and foundation support materials.
  - Temporary and permanent slopes.
  - Provide geotechnical parameters for gravity block walls and structural earth (MSE) walls, if appropriate.
  - Erosion control considerations during construction.
5. Prepare a technical memorandum presenting our conclusions and recommendations with supporting site plan and geotechnical recommendations outlined above.

**Geotechnical Engineering Services, 156th Street NE Final Design**  
**Total Estimated Fee**

Date: 1/27/2023  
 For: City of Marysville and Otak

Position Classification	Task Hours						Total Hours	Maximum Salary Rate	Totals
	Data Review/ Coordination/ Project Management	Utility Locate, Field Exploration and Lab Testing	Engineering Analyses/ Design	Geotechnical Report	Follow-up Consultation and Communication s				
Principal						0	x	\$89.27 =	\$0
Associate	2	1		2	2	7	x	\$76.48 =	535
Senior Engineer/Scientist 2						0	x	\$69.55 =	0
Senior Engineer/Scientist 1						0	x	\$59.87 =	0
Project Engineer/Scientist 2						0	x	\$51.66 =	0
Project Engineer/Scientist 1	4	4	4	6	4	22	x	\$47.50 =	1,045
Staff 3 Engineer/Scientist						0	x	\$42.10 =	0
Staff 2 Engineer/Scientist		16	2	6		24	x	\$40.26 =	966
Staff 1 Engineer/Scientist						0	x	\$37.26 =	0
CAD Design Coordinator						0	x	\$60.42 =	0
GIS Specialist				4		4	x	\$46.61 =	186
CAD Technician						0	x	\$43.86 =	0
Lead Technician						0	x	\$38.57 =	0
Senior Technician						0	x	\$31.89 =	0
Technician						0	x	\$25.35 =	0
Administrator 3						0	x	\$40.09 =	0
Adminstrator 2		2		2		4	x	\$38.63 =	155
Administrator 1				2		2	x	\$27.05 =	54
<b>Hours Per Task</b>	6	23	6	22	6	63			
<b>Direct Cost Per Task</b>	343	988	271	997	343			=	<b>\$2,942</b>
<b>Overhead Per Task</b>	650	1871	512	1889	650			<b>OVERHEAD @ 189.41%</b>	<b>\$5,572</b>
<b>Profit Per Task</b>	103	296	81	299	103			<b>Profit (% of Direct Labor) @ 30.00%</b>	<b>\$883</b>
<b>Task Totals</b>	1095.48	3155.60	864.13	3185.57	1095.48				<b>\$9,396</b>

<b>Reimbursables:</b>										
Field Supplies/Expenses				50						\$50
Laboratory Testing				400						400
Mileage		100				100	x	0.655		66
<b>Subconsultants:</b>										
Drilling Subcontractor						1	x	0		0
Utility Locate Subcontractor			400			1	x	450		450

**Subtotal Reimbursables and Subconsultants: \$966**

**PREPARED BY:**  
 GeoEngineers, Inc.  
 17425 NE Union Hill Road  
 Redmond, WA 98052

**Total Estimate: \$10,362**

# Task: Environmental Permitting and Regulatory Services

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## Scope of Services – Supplement No. 1

The Consultant (Environmental Science Associates) will provide environmental services to the City of Marysville (City) to support compliance with State Environmental Protection Act (SEPA), City of Marysville Critical Areas Ordinance, and the Endangered Species Act Section 7 requirements for the 156th Street Improvements Project. This project was initiated in 2020 but was put on hold. During the 2020 project initiation, agency consultation was completed up to the project hold date. For this amended scope to bring the project in line with current project description and funding sources, additional time for agency coordination is needed to restart the project and confirm the assumptions for the project approach. The cost estimate represents the level of effort needed to resume and complete this task.

### 1.1 Agency Coordination

The Consultant will coordinate with the City staff to determine the appropriate approach for environmental review and documentation. For the purposes of scoping, assumptions of levels of effort have been made in the tasks outlined below. As part of this task, two Consultant staff will attend two one hour virtual meetings with City. Agency coordination will be reinitiated for this scope.

#### *Completed To-date:*

- Initial agency coordination with the city was completed in 2020.

#### *Assumptions:*

- Two Consultant staff will attend two one-hour virtual meetings with the Otak and the City project team. If additional meetings are needed, a cost amendment will be required.

### 1.2 Cultural Resources Assessment

The project is anticipated to have a split regulatory nexus. Although the project will be funded using a state TIB grant, a portion of the project will require a federal permit from the USACE. That portion of the project that is within USACE jurisdiction will be subject to compliance with Section 106 of the National Historic Preservation Act. It is anticipated that the remainder of the project will be subject to compliance with Washington State regulations.

The Consultant will assist the City with Cultural Resources tasks consistent with the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation in support of fulfillment of the requirements of federal and state regulations.

The Consultant shall conduct a literature review, to include environmental, ethnographic and historic context to identify existing and potential for encountering historic and archaeological resources (collectively known as "historic properties") within the APE. Previous studies and surveys completed within the project area will be reviewed and incorporated as appropriate.

This scope includes a pedestrian/surface survey. The results of the survey will be used in conjunction with the literature review (including ethnographic and historic resources), an analysis of geotechnical, geological, and soils data, and a study of archaeological surveys previously conducted in the vicinity, to determine the potential for archaeological resources. The Consultant will prepare an Inadvertent Discovery Plan for use during construction activities. The USACE, DAHP, or consulting parties may request subsurface survey, which would require an amendment to the scope.

The Consultant will incorporate the findings of the background literature review and the field survey in a Cultural Resources Assessment that meets the requirements federal and state requirements as outline in Washington State Standard for Cultural Resources Reporting (updated 4/19/2023). Draft and Final versions of the report will be provided to the City for submission to required agencies.

The included cost estimate represents the level of effort needed to complete this task.

### ***Completed to date***

The project was put on hold while under a federal nexus with FHWA/WSDOT as lead agencies. This task was 20% complete when the project was put on hold.

- Draft Section 106 APE consultation letter and map.

### ***Deliverables:***

- One (1) tribal technical letter to be sent electronically by ESA to Affected Tribes technical staff.
- One (1) draft Cultural Resources Assessment to include literature review and results of surface survey for review by City.
- One (1) revised draft Cultural Resources Assessment; the City will distribute to agencies and Affected Tribes.
- One (1) IDP to be included as an Appendix to the Cultural Resources Assessment.
- One (1) final Cultural Resources Assessment for submittal to WISAARD. ESA will submit the report to DAHP, if requested.

### ***Assumptions:***

- It is assumed the project will not be subject to compliance with Governor's Executive Order 21-02 (GEO 21-02) for state capital funded projects. If it is determined GEO 21-02 compliance is required, an amendment to this scope and budget will be needed.

- The Study area will be a 1-mile radius of the APE for archaeological resources. For built environment historic resources (building, structures, and objects), the Study Area will include the Project Area and identified USACE APE and adjacent parcels.
- The USACE will lead all Section 106 government-to-government consultation with tribal governments.
- APE consultation period is Thirty (30) days. The City will provide ESA with any comments the USACE may receive from SHPO, Affected Tribes, and consulting parties for the project.
- The City will provide ESA with Notice to Proceed once the consultation period ends and rights-of-entry as needed for the survey.
- The archaeological survey will not include subsurface survey at this time. It is assumed that any subsurface survey required, as confirmed by USACE, DAHP, or consulting parties, would be completed in a subsequent phase of the project and scoped separately.
- This scope assumes the archaeological survey will result in negative findings (no precontact or historic archaeological sites or isolates will be found). If resources are identified an amendment to the scope and budget will need to be made.
- The scope assumes no historic-aged built environment resources (historic resources) will be recorded on HPI forms at this time. If historic-aged resources, including historic districts are identified, recording would be completed in a subsequent phase of the project and scoped separately.
- If there are historic properties adversely affected by the project, then USACE will consult with the SHPO to resolve the adverse effects. Affected Tribes will also be party to these negotiations if precontact archaeological resources are involved. The Consultant will assist by providing technical information as needed by the parties. Implementation of the mitigation measures will be scoped separately.
- The Consultant will complete an Inadvertent Discovery Plan (IDP) for use during project construction. The City will complete the information for contractor information.

### 1.3 Critical Areas Report

Previous environmental documents and permit applications were prepared for the project site and the surrounding area, with the most recent critical areas review occurring in Summer 2018. Development along the project corridor warrants additional study to confirm changes to critical areas located within the project area have not occurred; however, previous documentation will be reviewed and incorporated by reference wherever applicable.

The Consultant will identify and delineate wetlands, streams, and ditches located within 100 feet of the project area. The field investigation will be completed consistent with City of Marysville requirements for critical areas assessments (Marysville Municipal Code [MMC] 22E.010), as well as U.S. Corps of Engineers and Washington Department of Ecology wetland delineation standards. If found, wetland and stream boundaries on the property will be flagged in the field and recorded using a tablet GPS, with data sheets and wetland rating forms completed.

For all wetlands, streams and ditches identified within the project area, the Consultant will prepare a Critical Areas Report (CAR) consistent with City of Marysville requirements. The revised report will describe the standard buffer areas for wetlands and streams, and will provide an initial discussion of other regulatory implications of MMC 22E.010.140 and 22E.010.240.

The included cost estimate represents the level of effort needed to complete this task. ESA will meet with Otak and City staff to review the revised draft CAR and address any comments. ESA will revise the draft CAR based on comments received.

#### ***Completed to date:***

- Draft Critical Areas Report This task was 85% complete when the project went on hold. ESA prepared and submitted a draft CAR before the project went on hold.

#### ***Deliverables:***

- One (1) revised draft Critical Areas Report for Otak review.
- One (1) revised draft Critical Areas Report for City review.
- One (1) final Critical Areas Report

#### ***Assumptions:***

- One review cycle for the draft Critical Areas Report will be completed by the City and Otak . If there are multiple reviewers, comments will be combined into a single document.
- One virtual over-the-shoulder review meeting with one Consultant staff for one hour is included in this scope to discuss comments.
- The site map depicting wetland and stream areas and associated standard buffers will be developed with GPS data collected in the field; or with professional land survey data of flag locations collected by others and provided by City of Marysville or design team.
- Evaluation of critical areas will be limited to wetlands, streams, and other FWHCAs.
- The City will provide existing critical areas reports, drawings, and mitigation plans for the project area, e.g., Hayho Creek development, stormwater drains, and bridge/road extension.
- A Mitigation Plan to identify avoidance, minimization and mitigation measures is not included as part of this scope. If impacts to critical areas are identified, a mitigation plan will be completed in a subsequent phase of the project under a separate scope and budget.
- A single field visit by two ESA biologists for up to 10 hours each is included in this scope. This field visit will be combined with Task 1.5 field visit.

### **1.4 State Environmental Policy Act (SEPA) Checklist**

The City of Marysville would require one or more local permits for the project. The need for local permit(s) triggers required compliance with the State Environmental Policy Act (SEPA). The Consultant will prepare a SEPA Checklist pursuant to (WAC 197-11) and local regulations. The Critical Areas Report (see Subtask 1.3) will be attached to and inform the analysis in the Checklist. ESA will work with DNR,

Otak, and the City to complete the Checklist for the project and submit it to DNR for DNR's SEPA Responsible Official's review and signature. The project is expected to result in a Determination of Non-significance or Mitigated Determination of Non-Significance.

**Completed To-date:**

- No work has been completed under this task

**Deliverables:**

- One draft SEPA Checklist in electronic MS Word format for Otak review.
- One draft SEPA Checklist in electronic MS Word format for City review.
- Final SEPA Checklist in electronic PDF format

**Assumptions:**

- No additional technical reports or surveys will be required in support of the SEPA Environmental Checklist (Checklist), such as those related to air quality, noise, environmental justice, or hazardous materials
- No field work will be conducted for this task. The Checklist will be based on existing data and information, including information provided by DNR or the Otak or the City and online information sources.
- The City will be responsible for noticing and any publication or other fees.
- The City or Otak will provide design information necessary for the SEPA Checklist, including but not limited to project description information, cut and fill volumes, impervious surface areas, and drainage and stormwater treatment information.
- No additional technical studies or additional analysis are included in this task. If DNR determines that additional studies or analysis are required, that work will be authorized and completed prior to completion of the SEPA Environmental Checklist.
- Two virtual meetings, one hour each, with the city will be attended by one ESA SEPA staff.

## **1.5 Biological Assessment**

Coho (*Oncorhynchus kisutch*) and Chum (*Oncorhynchus keta*) salmon are documented in Hayho Creek up to the proposed 160th street crossing. No salmonids in the east-west lateral ditches, and no redds have been observed in the mucky or sandy substrate. However, spawning salmon have been observed near the 152nd Street Hayho Creek crossing; suitable substrate occurs only in this area of the main channel.

Hayho Creek is classified as a Type F stream (fish habitat), and surveyed fish population includes rearing coho and chum salmon and warmwater fish (e.g., three spined stickleback, bluegill). In 2005, spawning salmon have been observed by WDFW in Hayho Creek at the 152nd Street NE crossing, and suitable substrate was documented in the crossing vicinity.

Consultant will prepare a Biological Assessment (BA) to assess potential impacts from the proposed action to species listed under the Endangered Species Act. The BA will assess the potential effects of the proposed project on species that are listed, proposed, or candidates for listing as Endangered or Threatened and designated Critical Habitat under the federal Endangered Species Act of 1973, as amended. The BA will follow WSDOT approved format and meet the requirements of Section 7 of the Endangered Species Act. The BA will include the following:

- Background;
- Description of Action Areas;
- Status of Species and Critical Habitat;
- Environmental Baseline;
- Effects of the Action;
- Cumulative Effects;
- Conclusion;
- References; and
- Essential Fish Habitat Assessment.

The BA will be based on preliminary design (provided by others) and best available science to determine the potential impact to listed species and critical habitat. A site visit by two ESA biologists will be conducted to assess habitat conditions which will be documented in the BA. Additional information needed to prepare the BA includes (but is not limited to):

- Preliminary design site plans;
- Limits of construction, including permanent and temporary disturbance area;
- Pre- and post-construction contours; and
- Construction methods and timing.

A draft BA will be provided to Otak and the City for review and comment. The draft BA will be revised and finalized based on comments received. The revised draft BA will be submitted to the City for review and comment. The final BA will be submitted to the City to provide to WSDOT for consultation with the National Marine Fisheries Service. Consultant will participate in consultation as needed to answer any technical questions on the BA. It is assumed up to 8 hours of Consultant's time will be required for consultation.

***Deliverables:***

- One (1) electronic copy of the draft Biological Assessment for the Otak's review
- One (1) electronic copy of the draft Biological Assessment for the City's review
- One (1) electronic copy of final Biological Assessment

### ***Assumptions:***

- Consultant will be provided with the design plans at a level of design needed to assess impacts to listed species.
- A single field visit by two ESA biologists for up to 10 hours each is included in this scope. This field visit will be combined with Task 1.3 field visit.
- The City will provide existing biological assessments, biological technical reports, and mitigation plans/agreements for the Hayho Creek development (e.g., bridge and road extension).
- Otak or the City will provide information for the development of a project description.
- One cycle of biological assessment reviews will be completed by Otak and the city.



**Attachment A  
Pricing Proposal Template  
ESA Non-Labor Expenses**

<b>Reimbursable Costs</b>	
Project Supplies	\$ -
Printing/Reproduction	\$ -
Document and Map Reproductions (CD + Digital photography)	\$ -
Postage and Deliveries	\$ -
Mileage	\$ 370
Vehicle Rental	\$ -
Lodging	\$ -
Airfare	\$ -
Other Travel Related	\$ -
<hr/>	
Subtotal Reimbursable Costs	\$ 370
0% Fee on Reimbursable Expenses	\$ -
<b>Total Reimbursable Costs</b>	<b>\$ 370</b>

<b>ESA Equipment Usage</b>	
General Equipments:	
Company Vehicle Usage	\$ 80
HP Plotter	\$ -
Computer Time (GIS)	\$ -
Trimble GPS	\$ 300
Tablet GPS	\$ -
Laser level	\$ -
Garmin GPS or equivalent	\$ -
Laptop Computers	\$ -
LCD Projector	\$ -
Noise Meter	\$ -
Electrofisher	\$ -
Sample Pump	\$ -
Surveying Kit	\$ -
Total Station Set	\$ -
Field Traps	\$ -
Digital Planimeter	\$ -
Cameras/Video/Cell Phone	\$ -
Miscellaneous Small Equipment	\$ -
Stilling Well/Coring Pipe (3 inch aluminum)	\$ -
Hydrologic Data Collection, Water Current, Level and Wave Measurement Equipments:	
Culvert Flow Meter	\$ -
Logging Rain Gage	\$ -
Marsh-McBirney Hand-Held Current Meter	\$ -
Logging Water Level Logging-Stainless Steel Pressure Transducer	\$ -
Logging Water Level -Titanium Pressure Transducer	\$ -
Logging Barometric Pressure Logger	\$ -
Well Probe	\$ -
Bottom-Mounted Tripod / Mooring	\$ -
Water Quality Equipments:	
Logging Turbidimeter/Water Level Recorder	\$ -
Logging Temperature Probe	\$ -
Hach Hand-Held Turbidimeter Recording Conductivity Meter w/Datalogger	\$ -
Refractometer	\$ -
YSI Hand-Held Salinity Meter	\$ -
Hand-Held Conductivity/Dissolved Oxygen Probe	\$ -
Sedimentation / Geotechnical Equipments:	
Peat Corer	\$ -
60lb Helly-Smith Bedload Sampler with Bridge Crane	\$ -
Suspended Sediment Sampler with Bridge Crane	\$ -
Vibra-core	\$ -
Shear Strength Vane	\$ -
Auger (brass core @ \$ 5/each	\$ -
Boats:	
14 foot Aluminum Boas with 15 HP Outboard Motor	\$ -
Single or Double Person Canoe	\$ -
17' Boston Whaler w/ 90 HP Outboard	\$ -
<hr/>	
<b>Total Equipment Usage Costs</b>	<b>\$ 380</b>

## **CONTRACT**

Consultant Name: Contract Land Staff  
Title: 156<sup>th</sup> Street NE Widening (Smokey Point Blvd to Hayo Creek)  
Project Owner: City of Marysville  
Otak Project Manager: Jeff Massie

## **SCOPE OF WORK**

The purpose of this task is to provide Acquisition Services for The City of Marysville 156th Street NE Widening (Smokey Point Blvd to Hayo Creek) project. CLS Managers will direct staff and sub-consultant personnel to provide the services specified in the scope. The assignment includes tasks as follows:

- Attend project meetings as needed and as directed by the Real Property Project Manager.
- Prepare acquisition documents on City of Marysville standard forms and in accordance with statutory requirements.
- Prepare and maintain the acquisition files both electronically and physically.
- Appraisal coordination and support. Work with project and appraisal teams to prepare appraisal packages, ensure the latest documents and templates have been provided, track versioning of documents provided to appraisers and landowners.
- Accompany the appraiser during the appraisal inspection of the property.
- Review title reports and recommend action on title issues as needed. Identify conflicting encumbrances, and take appropriate action for clearing exceptions from title. Track and follow through to clear title exceptions after closing (Close-out activities).
- Prepare and maintain the easement matrix and templates, work with project team to ensure the proper easement templates are used for each property.
- Prepare, QA/QC, deliver the offer package and present it to the property owner in accordance with the statutory and City of Marysville requirements.
- Negotiate with the property owners to reach a voluntary settlement; negotiations are expected to be completed within 120 days following the date of offer, unless otherwise directed by City of Marysville.
- Engage in good faith negotiations for the needed property rights.
- Make a sufficient number of contacts in an effort to reach a timely settlement.
- Work with City of Marysville staff (as necessary) to resolve questions, counter-offers, review of owner's appraisal, and changes to documents.
- Maintain detailed records and diaries.
- Prepare Administrative Settlement memos for applicable acquisitions.
- Prepare the file for closing and transfer of ownership to City of Marysville.
- Prepare the necessary documents for payments of Statutory Evaluation Allowances (SEA).
- If needed, prepare the file for condemnation and transfer the file to City of Marysville Legal.
- Provide the necessary Q/A – Q/C to close out the file.
- Develop, maintain, and provide weekly and/or monthly progress reports and billing reports on activities and provide to the City of Marysville Project Manager accordingly.
- Deliver QA/QC completed files to City of Marysville.

**No. Acquisitions:**

Partial Fee: 3

Temporary Construction Easement (Only): 7

**Deliverables:**

- Administrative Offer Summaries (AOS) / Appraisals
- Real Estate Documents
- Executed Right of Way Agreements

**Schedule Remarks:**

This work is anticipated to be performed through approximately December 31, 2024 or completion.

## Property Acquisitions

APN	Address	Owner	Current Use	Anticipated Conveyance
31052800302000	156 <sup>th</sup> St NE & Smokey Pt Blvd	Smokey Point Boulevard LLC	Vacant	TCE
31052800300900	3955 156 <sup>th</sup> St NE	CHCT Washington LLC	Smokey Point Behavioral Hospital	TCE
31052800302300	156 <sup>th</sup> St NE & 39 <sup>th</sup> Ave NE	Smokey Point Blvd LLC	Vacant	Fee & TCE
31052800302800	156 <sup>th</sup> St NE & 39 <sup>th</sup> Ave NE	BT-OH LLC	Vacant	Fee & TCE
31052800302600	4021 156 <sup>th</sup> St NE	Marysville 156 LLC	Warehouse / Storage	TCE
31053300206500	3600 156 <sup>th</sup> St NE	HS Marysville Storage LLC	Property Storage	TCE
31053300203600	3715 152 <sup>nd</sup> St NE	Midway Gardens (MHP)	Mobile Home Park (leased sites)	TCE
01101300220100	15311 39 <sup>th</sup> Ave NE	Oversize Storage LLC	Storage Complex	TCE
01101300099900	Xx 156 <sup>th</sup> St NE	Oversize Storage LLC	Vacant	Fee & TCE
TBD				TCE



**Exhibit B**

**Contract Land Staff, LLC**

<b>Classification</b>	<b>Hrs.</b>	<b>x</b>	<b>Direct Rate</b>	<b>=</b>	<b>Cost</b>
Sr. Project Manager	140.00		\$ 57.69	\$	8,077
Sr. Right of Way Agent	270.00		\$ 43.27	\$	11,683
Right of Way Agent	100.00		\$ 38.46	\$	3,846
Right of Way Technician	80.00		\$ 36.06	\$	2,885
Title / Clerical	120.00		\$ 36.06	\$	4,327
<b>Total Hrs.</b>					<b>710.00</b>

<b>Salary Cost</b>					<b>\$ 30,818</b>
<b>Salary Escalation Cost (estimated)</b>					
Escalation - % of Labor Cost	0%	per year @	0.00	year(s)	\$0
<b>Total Salary Cost</b>					<b>\$ 30,818</b>
<b>Overhead Cost @</b>	143.90%	of Direct Labor			<b>\$ 44,346</b>
<b>Net Fee @</b>	28.7%	of Direct Labor			<b>\$ 8,845</b>
<b>Total Overhead &amp; Net Fee Cost</b>					<b>\$ 53,191</b>

<b>Direct Expenses</b>	<b>No.</b>	<b>Unit</b>	<b>Each</b>	<b>Cost</b>
Title Reports	10	reports @	550.00	\$ 5,500.00
B&O tax on Direct Expense Services		@		\$ -
Certified Deliveries/Priority w/tracking		@		\$ -
Mileage	150	miles @	0.63	\$ 93.75
Recordings	13	each @	220.00	\$2,860
Appraisal	3	each @	4,500.00	\$13,500
Appraisal Reviews	0	each @	1,500.00	\$0
<b>Subtotal</b>			0.00	<b>\$ 21,954</b>

**Contract Land Staff, LLC** **\$ 105,963**



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** June 5, 2023

**SUBMITTED BY:** City Engineer Max Phan , Engineering

**ITEM TYPE:** Agreement

**AGENDA SECTION:** **New Business**

**SUBJECT:** Transportation Improvement Board (TIB) Grant Agreement for Rectangular Rapid Flashing Beacon (RRFB) Pilot Project

**SUGGESTED ACTION:**

Recommended Motion: I move to authorize the Mayor to sign and execute the Fuel Tax Grant Agreement and Project Funding Status Form for the Transportation Improvement Board grant to fund the Rectangular Rapid Flashing Beacon (RRFB) Pilot Project.

**SUMMARY:** The City of Marysville was awarded TIB funds in the amount of \$32,000 towards the RRFB Pilot Project. The project match from the City in the amount of \$8,000 will come in the form of labor and equipment to procure and install. The TIB selected the City specifically for this pilot project which will fund the procurement and construction of the RRFB systems at two existing crosswalk locations identified below.

- 25th Ave NE – 200’ south of 176th St NE
- 27th Ave NE @ 168th PI NE (north leg)

In order to receive approval from TIB and to be reimbursed for expenses, the City must sign and return the Fuel Tax Grant Agreement and the Project Funding Status Form. Funding will not be available until after these documents are returned to TIB.

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**ATTACHMENTS:**  
[Fuel Tax Agreement.pdf](#)





City of Marysville  
P-P-143(P04)-1  
RRFB Pilot Project  
Various

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
City of Marysville  
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the RRFB Pilot Project, Various (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Marysville, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 80.0000 percent of approved eligible project costs up to the amount of \$32,000, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT'S Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT'S submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as



often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

## 5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

## 6.0 AMENDMENTS

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

## 7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

## 8.0 GOVERNANCE & VENUE

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

## 9.0 DEFAULT AND TERMINATION

### 9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

### 9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

### 9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

### 9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

## 10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

## 11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.



## 12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

## 13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

## 14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

Approved as to Form  
Attorney General

By:

Signature on file

\_\_\_\_\_  
Guy Bowman  
Assistant Attorney General

Lead Agency

Transportation Improvement Board

\_\_\_\_\_  
Chief Executive Officer                      Date  
  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Executive Director                              Date  
  
\_\_\_\_\_  
Print Name





# Project Funding Status Form

Agency Name: **MARYSVILLE**  
Project Name: **RRFB Pilot Project**  
**Various**

TIB Project Number: **P-P-143(P04)-1**

Verify the information below and revise if necessary.  
Submit by emailing this completed form to your TIB Region Engineer.

## PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion

## PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
MARYSVILLE	8,000	
WSDOT	0	
<b>TOTAL LOCAL FUNDS</b>	<b>8,000</b>	

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

### Mayor or Public Works Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

### Financial Officer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** June 5, 2023

**SUBMITTED BY:** City Engineer Max Phan , Engineering

**ITEM TYPE:** Agreement

**AGENDA SECTION:** **New Business**

**SUBJECT:** Local Agency Agreement and Local Agency Federal Aid Project Prospectus with WSDOT for the 67th Ave NE & 52nd St NE Intersection Improvements

**SUGGESTED ACTION:**

Recommended Motion: I move to authorize the Mayor to sign and execute the Local Agency Agreement and Local Agency Federal Aid Project Prospectus to obligate design funds for the 67th Ave NE & 52nd St NE Intersection project.

**SUMMARY:**

The City was recently awarded \$240,000.00 in design funds from FHWA Congestion Mitigation and Air Quality Improvement Program (CMAQ) for the 67th Avenue NE and 52nd Street NE Intersection project. The project proposes to convert the existing 4-way stop to a signalized intersection. The local agency agreement with WSDOT will obligate \$240,000.00 to be used towards design. A local match of 13.5% or \$37,500 is required.

Since this is a federally funded project, local agency federal funds are administered through WSDOT and a Local Agency Agreement (agreement) and Local Agency Federal Aid Project Prospectus (prospectus) is required in order to obligate design funds. The agreements ensure that state funds in the agreed upon amount are spent in accordance with all applicable laws and regulations. The prospectus serves as the support document for authorization of project funding.

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**ATTACHMENTS:**

LAA\_140-039.pdf

Project Prospectus.pdf

Agency City of Marysville

Address 501 Delta Avenue  
Marysville, WA 98270-5130

<p><b>CFDA No. 20.205 - Highway Planning and Construction</b> (Catalog of Federal Domestic Assistance)</p> <p><b>Project No.</b></p> <p><b>Agreement No.</b></p> <p style="text-align: center;">For WSDOT Use Only</p>
--

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 – certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

**Project Description**

Name 67th Ave NE & 52nd St NE Intersection Improvements

Length N/A

Termini Intersection at 67th Ave NE and 52nd St NE

**Description of Work**

Minor roadway widening to accommodate left turn lanes and bike lanes, installation of intersection illumination, installation of a traffic signal and construction of curb, gutter and sidewalks including ADA compliant curb ramps.

Project Agreement End Date July 15th, 2027

<p>Claiming Indirect Cost Rate</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
---

Proposed Advertisement Date

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE			
86.5 % a. Agency	12,000.00	1,620.00	10,380.00
b. Other Consultant	263,300.00	35,546.00	227,754.00
Federal Aid Participation Ratio for PE			
c. Other			
d. State Services	2,157.00	291.00	1,866.00
e. Total PE Cost Estimate (a+b+c+d)	277,457.00	37,457.00	240,000.00
Right of Way			
% f. Agency			
g. Other			
Federal Aid Participation Ratio for RW			
h. Other			
i. State Services			
j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00
Construction			
% k. Contract			
l. Other			
m. Other			
Federal Aid Participation Ratio for CN			
n. Other			
o. Agency			
p. State Services			
q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00
r. Total Project Cost Estimate (e+j+q)	277,457.00	37,457.00	240,000.00

**Agency Official**

By  
Title Mayor  
Agency Date

**Washington State Department of Transportation**

By  
Director, Local Programs  
Date Executed

## Construction Method of Financing (Check Method Selected)

### State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction cost (line 5, column 2) in the amount of

\$ \_\_\_\_\_ at \$ \_\_\_\_\_ per month for \_\_\_\_\_ months.

### Local Force or Local Ad and Award

Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on \_\_\_\_\_, \_\_\_\_\_, Resolution/Ordinance No. \_\_\_\_\_.

## Provisions

### I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

### II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

### III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

### IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

### V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal

funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

## **VI. Payment and Partial Reimbursement**

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

### **1. Project Construction Costs**

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

**Method A** – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

**Method B** – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

**Method C** – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

## **VII. Audit of Federal Consultant Contracts**

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

## **VIII. Single Audit Act**

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted

promptly to the State.

#### **IX. Payment of Billing**

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 60 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

#### **X. Traffic Control, Signing, Marking, and Roadway Maintenance**

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

#### **XI. Indemnity**

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

#### **XII. Nondiscrimination Provision**

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S. C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and

(c) Refer the case to the Department of Justice for appropriate legal proceedings.

### **XIII. Liquidated Damages**

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

### **XIV. Termination for Public Convenience**

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

### **XV. Venue for Claims and/or Causes of Action**

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

### **XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying**

The approving authority certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **XVII. Assurances**

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

## **Additional Provisions**

## Instructions

1. **Agency Name and Billing Address** – Enter the Agency of primary interest which will become a party to the agreement.
2. **Project Number** – Leave blank. This number will be assigned by WSDOT.
3. **Agreement Number** – Leave blank. This number will be assigned by WSDOT.
4.
  - a. **Project Description** – Enter the project name, total length of the project (in miles), and a brief description of the termini. Data entered here must be consistent with the name, length, and termini noted in the STIP and Project Prospectus  
*Example:* (Name) “Regal Road”, (Length) “1.2 miles”, (Termini) “Smith Road to Main Street”
  - b. **Description of Work** – Enter a concise statement of the major items of work to be performed. Statement must be consistent with the description of work noted in the STIP and Project Prospectus.  
*Example:* “Overlay Regal Road; install curb, gutter, and sidewalk; illumination; and traffic signal at the intersection of Regal Road and Dakota Avenue.”
  - c. **Project Agreement End Date** – Enter the Project Agreement End Date (mm/dd/yy). This date is based on the project’s Period of Performance (2 CFR 200.309).  
  
For Planning Only projects – WSDOT recommends agencies estimate the end of the project’s period of performance and add three years to determine the “Project Agreement End Date”.  
  
For PE and RW – WSDOT recommends agencies estimate when the phase will be completed and add three years to determine the “Project Agreement End Date”. For Construction – WSDOT recommends agencies estimate when construction will be completed and add three years to determine the “Project Agreement End Date”.
  - d. **Proposed Advertisement Date** – At construction authorization only, enter the proposed project advertisement date (mm/dd/yy).
  - e. **Claiming Indirect Cost Rate** – Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized must be provided with the local agency agreement. Indirect cost rate approval by your cognizant agency or through your agency’s self-certification and supporting documentation is required to be available for review by FHWA, WSDOT and /or State Auditor. Check the No box if the agency will not be claiming indirect costs on the project. See section 23.5 for additional guidance.
4. **Type of Work and Funding (Round all dollar amounts to the nearest whole dollar)**
  - a. **PE** – Lines a through d show Preliminary Engineering costs for the project by type of work (e.g., consultant, agency, state services, etc.).  
  
\*Federal aid participation ratio for PE – enter ratio for PE lines with amounts in column 3.
    - **Line a** – Enter the estimated amount of agency work in columns 1 through 3.
    - **Line b & c** – Identify user, consultant, etc., and enter the estimated amounts in columns 1 through 3.
    - **Line d** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
    - **Line e** – Total of lines a + b + c + d.
  - b. **Right of Way** – If a Right of Way phase is authorized on the project, the appropriate costs are shown in lines f through i.  
  
\*Federal aid participation ratio for RW – enter ratio for RW lines with amounts in column 3.
    - **Line f** – Enter the estimated amount of agency work in columns 1 through 3.
    - **Line g & h** – Identify user, consultant, etc., and enter the estimated amounts in columns 1 through 3.
    - **Line i** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
    - **Line j** – Total of lines f + g + h + i.
  - c. **Construction** – Lines k through p show construction costs for the project by type of work (e.g., contract, consultant, agency, state services, etc.).  
  
\*Federal aid participation ratio for CN – enter ratio for CN lines with amounts in column 3.

- **Line k** – Enter the estimated cost of the contract.
- **Lines l, m, & n** – Enter other estimated costs such as utility and construction contracts or non-federally matched contract costs.
- **Line o** – Enter estimated costs of all construction related agency work.
- **Line p** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
- **Line q** – Total Construction Cost Estimate. Total of lines k + l + m + n + o + p.

**d. Total Project Cost Estimate**

- **Line r** – Total Cost Estimate of the Project. Total of lines e + j + q.

\*Please remember, if the federal aid participation rate entered is not the maximum rate allowed by FHWA, then the participation rate entered becomes the maximum rate allowed.

- 6. Signatures** – An authorized official of the local agency signs the agreement and enters their title and date of signature (mm/dd/yy). **Note:** Do NOT enter a date on the Date Executed line.
- 7. Method of Construction Financing** – Choose the method of financing for the construction portion of the project.
  - Method “A”** is used when the state administers the contract for the agency.
  - Method “B”** is also used when the state administers the contract for the agency.
  - Method “C”** is used with projects administered by the local agency. The agency will submit billings monthly through the state to FHWA for all eligible costs. The billings must document the payment requests from the contractor. If state-force work, such as audit and construction engineering, is to receive federal participation, it will be billed to the agency and FHWA simultaneously at the indicated ratio. To show continuous progress agencies should bill monthly until agreement is closed.
- 8. Resolutions/Ordinances** – When someone other than the County Executive/Chairman, County Commissioners/Mayor is authorized to sign the agreement, the agency must submit to WSDOT with the agreement a copy of the Resolution/Ordinance designating that individual.
- 9. Parties to the Agreement** – Submit one originally signed agreement form to the Region Local Programs Engineer. It is the responsibility of the local agency to submit an additional, originally signed agreement form if they need an executed agreement for their files. The agreement is first executed by the agency official(s) authorized to enter into the agreement. It is then transmitted to the state for execution by Local Programs. The agreement is dated at the time of final execution by Local Programs.



**Local Agency Federal Aid  
Project Prospectus**

Prefix	Route	( )	Date	5/22/2023
Federal Aid Project Number			DUNS Number	
Local Agency Project Number	R2305	( WSDOT Use Only )	Federal Employer Tax ID Number	91-6001459

Agency City of Marysville	CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other			
Project Title 67th Ave NE & 52nd St NE Intersection Improvements	Start Latitude N 48° 2'34.30"	Start Longitude W 122° 8'27.60"			
Project Termini From-To Varies	End Latitude N	End Longitude W			
	Nearest City Name Marysville	Project Zip Code (+4) 98270-8974			
Begin Mile Post NA	End Mile Post NA	Length of Project NA	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad		
Route ID NA	Begin Mile Point NA	End Mile Point NA	City Number 0745	County Number 31	County Name Snohomish
WSDOT Region Northwest Region	Legislative District(s) 38, 44	Congressional District(s) 2	Urban Area Number 1		

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.	\$277,500	\$37,500	\$240,000	July	2023
R/W	\$101,700	\$13,700	\$88,000	July	2024
Const.	\$977,900	\$977,900		July	2027
<b>Total</b>	<b>\$1,357,100</b>	<b>\$1,029,100</b>	<b>\$328,000</b>		

**Description of Existing Facility (Existing Design and Present Condition)**

Roadway Width Varies, 33' to 43'	Number of Lanes 2
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The 67th Ave NE and 52nd St NE intersection is an all-way stop intersection with two travel lanes each direction, a northbound right turn lane, bike lanes, curb, gutter, and sidewalks at 3 of the 4 quadrants.

**Description of Proposed Work**

Description of Proposed Work (Attach additional sheet(s) if necessary)

Minor roadway widening to accommodate left turn lanes and bike lanes, installation of intersection illumination, installation of a traffic signal and construction of curb, gutter and sidewalks including ADA compliant curb ramps at the 67th Ave NE and 52nd St NE intersection.

Local Agency Contact Person Nick Loutsis	Title Project Engineer	Phone (360) 363-8105	
Mailing Address 501 Delta Avenue	City Marysville	State WA	Zip Code 98270-5130
Project Prospectus	By _____ Approving Authority		
	Title Assistant Public Works Director/City Engineer	Date 5/22/2023	

Agency City of Marysville	Project Title 67th Ave NE & 52nd St NE Intersection	Date 5/22/2023
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<b>Type of Proposed Work</b>		
Project Type (Check all that Apply)	Roadway Width	Number of Lanes
<input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Path / Trail <input type="checkbox"/> 3-R <input type="checkbox"/> Reconstruction <input checked="" type="checkbox"/> Pedestrian / Facilities <input type="checkbox"/> 2-R <input type="checkbox"/> Railroad <input type="checkbox"/> Parking <input type="checkbox"/> Other <input type="checkbox"/> Bridge		

<b>Geometric Design Data</b>		
<b>Description</b>	<b>Through Route</b>	<b>Crossroad</b>
<b>Federal Functional Classification</b>	<input type="checkbox"/> Principal Arterial <input checked="" type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS	<input type="checkbox"/> Principal Arterial <input checked="" type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS
Terrain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	35	25
Design Speed	35	25
Existing ADT	4200	3600
Design Year ADT	10000	8500
Design Year	2035	2035
Design Hourly Volume (DHV)	1000	850

<b>Performance of Work</b>		
Preliminary Engineering Will Be Performed By Consultant	Others 100 %	Agency %
Construction Will Be Performed By Low-Bid Contractor	Contract 100 %	Agency %

<b>Environmental Classification</b>	
<input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	<input type="checkbox"/> Class II - Categorically Excluded (CE) <input type="checkbox"/> Projects Requiring Documentation (Documented CE)
<input checked="" type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreements	

Environmental Considerations  
 Intersection is approximately 300' from Jones Creek and 50' from wetland buffer.

Agency City of Marysville	Project Title 67th Ave NE & 52nd St NE Intersection	Date 5/22/2023
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Improvements

**Right of Way**

<input type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	<input checked="" type="checkbox"/> Right of Way Needed <input checked="" type="checkbox"/> No Relocation	<input type="checkbox"/> Relocation Required
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**Utilities**

No utility work required  
 All utility work will be completed prior to the start of the construction contract  
 All utility work will be completed in coordination with the construction contract

**Railroad**

No railroad work required  
 All railroad work will be completed prior to the start of the construction contract  
 All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

NA

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project?  Yes  No

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency

Date

By \_\_\_\_\_

Mayor/Chairperson



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** June 5, 2023

**SUBMITTED BY:** Transportation and Parks Maintenance Manager Jesse Birchman,  
Public Works

**ITEM TYPE:** Purchase Order

**AGENDA SECTION:** **New Business**

**SUBJECT:** Purchase Order Authorization with King County Directors Association and Contract for the Strawberry Fields Playground

**SUGGESTED ACTION:**

Recommended Motion: I move to authorize the Mayor to sign and execute a purchase order to the King County Directors Association in the amount of \$433,761.42 and a contract with Landscape Structures, Inc. for the purchase and installation of playground equipment and play surfacing at Strawberry Fields Athletic Park and to approve a management reserve of \$43,376.13 for a total allocation of \$477,137.56.

**SUMMARY:**

The Strawberry Fields Athletic Park playground contractor will install new playground equipment and artificial turf play surfacing adjacent to this park's athletic fields. This purchase is made through the City's intergovernmental cooperative purchase agreement with the King County Directors Association (KCDA) Contract #22315.

Proposals were solicited from all six playground equipment installers available under the KCDA Contract. Five of these vendors submitted either two or three proposals each for a total of twelve proposals. Parks staff reviewed the proposals and selected Landscape Structures, Inc. and their local installer, PlayCreation, Inc., as the preferred proposal based on the number of play features provided for both 2-5 year old and 5-12 year old children within a \$300,000 play equipment budget, and the unique appearance and aesthetic of the play structures. Additional related proposals for the play surfacing to best withstanding seasonal weather impacts and reduce overall maintenance was also submitted and this vendor's Forever Lawn ADA compliant artificial turf surfacing was selected to compliment the nearby athletic field turf.

The City's contract with Landscape Structures, Inc. supplements KCDA Contract #22-315 with Landscape Structures, Inc., to ensure additional City-required terms. Landscape Structures, Inc. play equipment quote dated May 24, 2023 and play surfacing quote dated March 10, 2023 totaling the amount of \$433,761.42 (including WSST) includes the following:

- The installation of multiple new playground structures for 2 5 year and 5 12 year olds and swing sets with both infant and typical belt swings, and
- The installation of ADA compliant playground turf surfacing with all necessary subgrade preparation.

Staff also request approval of a 10% management reserve, or \$43,376.14, for a total allocation of \$477,137.56.

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**ATTACHMENTS:**

[PW5 - Strawberry Playground 2023.pdf](#)

[KCDA\\_PO\\_Strwberry Playground\\_20230602.pdf](#)

## 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 Landscape Structures, Inc., a corporation, organized under the laws of the state of Minnesota, located and doing business at 601 - 7th Street South, Delano, MN 55328 (the “Contractor”).

**WHEREAS**, the City desires the purchase and install of new playground equipment and play surfacing at the Strawberry Fields Park; 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;

**WHEREAS**, procurement for this project was accomplished through the King County Directors’ Association (KCDA) and the parties will follow certain KCDA procedures; and

**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 Strawberry Fields Athletic Park Playground 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 40 working days following delivery of the new playground equipment to either the City or the contractor. Working days are administered consistent with the current version of the Washington State Department of Transportation's

Standard Specifications for Road, Bridge, and Municipal Construction on full execution of this contract.

**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 four hundred thirty three thousand seven hundred sixty one dollars and 42 cents (\$433,761.42) 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 provide a purchase order to KCDA to initiate this project. The Contractor will invoice to KCDA and the City will submit payment to KCDA. 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 and KCDA. 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 through KCDA 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 most recent edition of the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, published by the Washington State Department of Transportation and incorporated herein by this reference and includes supplemental Section 1-08.9(1) included in Exhibit B. 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, including the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5) and the Copeland “Anti–Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3) and ensure that any subcontractors also comply with these requirements.

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

b. 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.

c. 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.

d. 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.

e. 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, Jeramie Roth, and shall be administered for the Contractor by the Contractor’s Contract Representative, [Name of Contractor Representative]. The parties may designate different Contract Representatives by sending written notice to the other party.

To the City: Jeramie Roth, Parks Maintenance Supervisor  
City of Marysville  
80 Columbia Avenue  
Marysville, WA 98270

To Contractor: Misty Link  
Landscape Structures, Inc.  
601 - 7th Street South  
Delano, MN 55328

**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**



## MEMORANDUM

FROM: Jesse Birchman  
Transportation & Parks Maintenance Manager

DATE: February 24, 2022

SUBJECT: Strawberry Fields Athletic Park Playground Equipment

This memorandum outlines the City of Marysville, WA's request for proposals for the installation of new playground equipment at its Strawberry Fields Athletic Park (6100 152<sup>nd</sup> Street NE) via KCDA's awarded contracts for Playground Equipment. An aerial rendering highlighting the play area is attached. This site plan also shows a planned 18" tall (6" exposed) playground border that will be constructed by a separate contractor/project in advance of playground installation. A copy of the City's supplemental contract template is also attached. Project details include:

- Play area – approximately up to 4,000 square feet, but shall be reduced to match proposed equipment
- Budget
  - \$300,000 inclusive of sales tax for equipment, preparation, and installation
  - Play surfacing costs shall be identified in addition to the above
- **Proposal deadline - before 12:00 PM Friday 3/10/2023** via web-based digital file upload to the following link:  
<http://docs.marysvillewa.gov/htcomnet/public/?folder=37eeb4e4>  
This link will be disabled at the above deadline.
- Questions shall be sent via email to both Jesse Birchman ([jbirchman@marysvillewa.gov](mailto:jbirchman@marysvillewa.gov)) and Jeramie Roth (Parks Maintenance Supervisor, [jroth@marysvillewa.gov](mailto:jroth@marysvillewa.gov)) by 12:00 PM Tuesday 3/7 to ensure responses will be shared with all firms on Wednesday 3/8.

Following city staff's selection of a preferred proposal, staff will coordinate any minor design or equipment modifications followed by final pricing and proposal terms with the preferred contractor.

Design and equipment proposals for this playground shall address and include the following:

- At least one structure for Ages 5-12 years
- A minimum of 1 slide. Swings are neither encourage or discouraged.
- Separate play equipment for Ages 2-4 years
- ADA accessible play equipment is encouraged but is not required.
- ADA compliant playground surfacing tiles with all necessary subgrade preparation. Other surface types may be optionally proposed but at least tiles shall be included.
- All grading and subgrade preparation, and any drainage system materials and installation required to accomplish the work
  - A drainage system design and installation is required if an impervious play surface is proposed.

- Removal and disposal of all existing grass turf and native soils necessary for playground surfacing and play equipment installation.
- Proposed modifications to the concrete border (constructed by others) shall be made by proposals to minimize surfacing costs and shall be similar in layout to the attached concept (rectangular or trapezoidal).
- Identification and summary of any equipment manufacturer or contractor warranties
- Contractor installation of all playground surfacing and play equipment
- Final proposals shall be valid for a minimum of 60 days for the city to complete procurement authorization through City Council approval
- Identify three (3) public agency or school district references

The selected proposal procured by the City must satisfy the contract terms supplemental to the KCDA contract that are attached to this request for proposal. Notable terms include the following:

- This effort is considered a “public work” and shall comply with state requirements summarized here. <https://www.kcda.org/contracts-bids/public-works-procedures>
- Liquidated damages should completion extend beyond agreed upon working days negotiated for the preferred proposal. Working days are typically non-holiday weekdays where weather conditions do not affect construction. Additional working days are provided at City discretion for weather.
- Contractor to apply for and receive approved Building and Grading permits to accomplish the work. Permit fees are waived/paid for by the City.
- Prevailing wages
- Licensed and bonded;
- A payment and performance bond
- A City business license
- Industrial insurance coverage
- Insurance coverage and naming the City additionally insured with the following.
  - Commercial General Liability at \$1 million limit, \$2 million general aggregate, and \$2 million products-completed operations aggregate, and
  - Automobile liability at \$1 million per accident.
  - Additional details will be provided to the preferred contractor.
- Not disqualified/debarred from public works contracts

No more than three design alternatives/proposals will be accepted for review from any individual contractor.

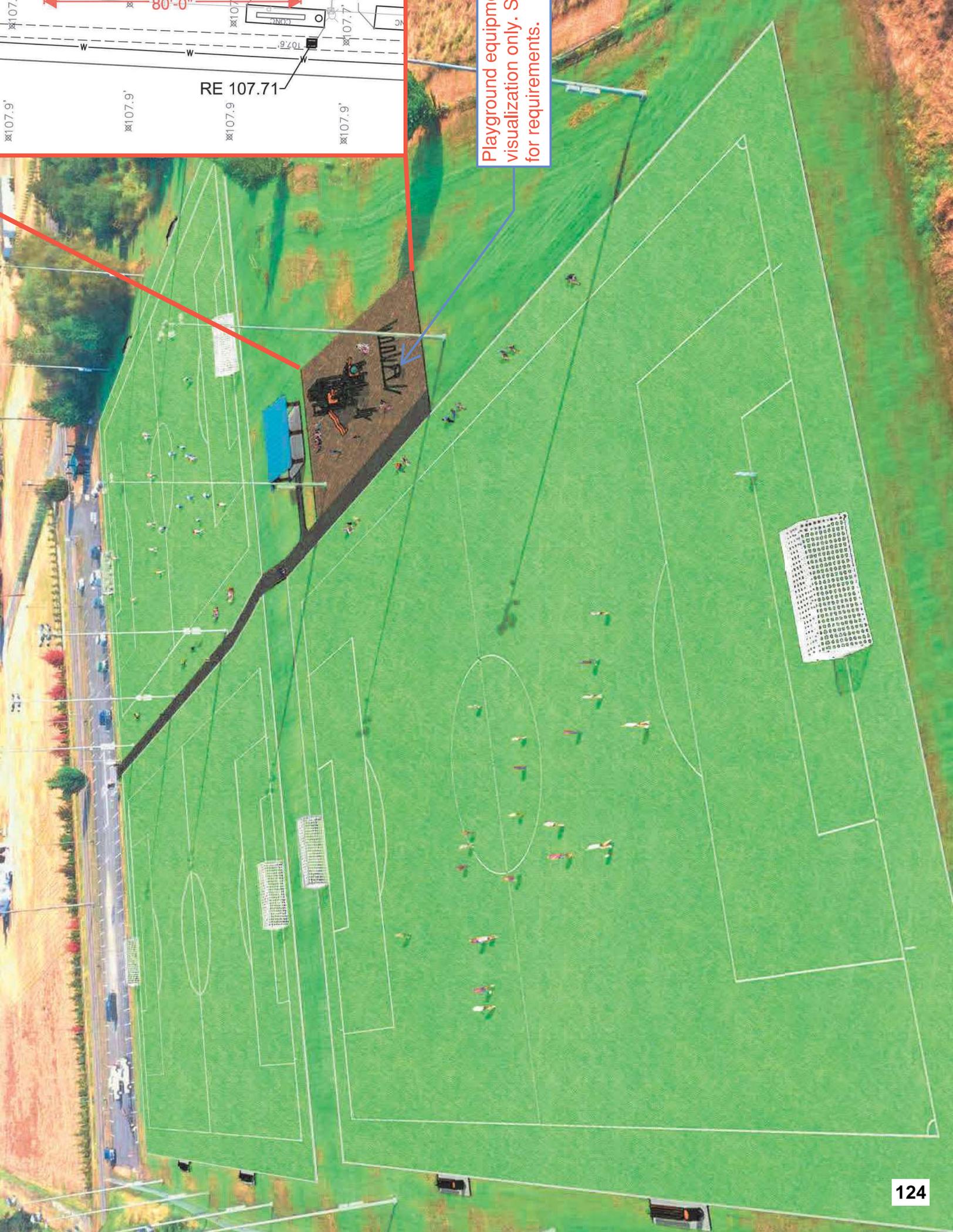
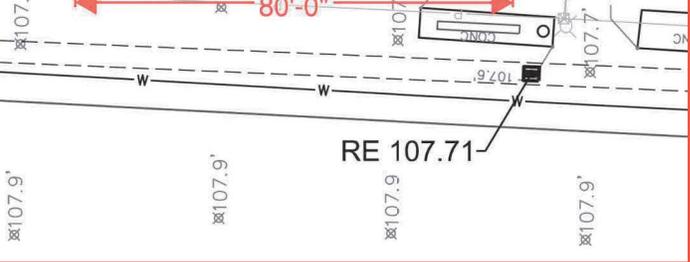
Proposals will be deemed non-responsive and disqualified from consideration as follows:

- A. If more than three submittals are received from a single contractor, all of that contractor’s submittals will be deemed non-responsive and disqualified.
- B. Proposals that exceed the identified budget.
- C. Proposals received after the deadline above. It is the submitters’ responsibility to ensure receipt and usability of proposals before the deadline.

---

Attachments: Supplemental agreement template  
Strawberry Fields Athletic Park rendering with playground border detail

S:\Parks\PARKS, TRAILS & FACILITIES\Strawberry Fields Athletic Complex\2023 Playground\RFP-Strawberry Fields Playground 2023-02.docx



Playground equipment visualization only. See requirements for requirements.

**Strawberry Fields  
Athletic Park Playground Grass**  
Worksheet # 2203-11553-1-1



<b>TO:</b> <b>Jesse Birchman</b>   Marysville Public Works Transportation & Parks Maintenance Manager 80 Columbia Ave   Marysville, WA 98270 360.363.8100   jbirchman@marysvillewa.gov	<b>Owner:</b> <b>Jesse Birchman</b>   Marysville Public Works Transportation & Parks Maintenance Manager 80 Columbia Ave   Marysville, WA 98270 360.363.8100   jbirchman@marysvillewa.gov
<b>PROJECT LOCATION:</b> <b>Strawberry Fields Athletic Complex</b> 6100 152nd St NE Marysville, WA 98271	<b>PROJECT LOCATION:</b> <b>Strawberry Fields Athletic Complex</b> 6100 152nd St NE Marysville, WA 98271

**KCDA**  
Design

Date	Lead Time	Terms	Quoted By
March 10, 2023	10 to 12 weeks	per KCDA contract	Chris Donahue 253.691.6847

SITE PREP

Quantity	Unit	Description	Unit Price	Total Price
98	Cubic Yards	Excavate Site (scape and haul away dirt, grass & debris)	\$ 165.00	\$ 16,170.00
3,986	Square Feet	Supply & Install Crushed Rock, 3986 square feet	\$ 7.90	\$ 31,489.40
			\$	-
			\$	-

PLAYGROUND GRASS

4,000	Square Feet	ForeverLawn Playground Grass Academy 2" SafetyFoam Pro interlocking pad for 8 Ft CFH. Envirofill Infill per product specifications. Composite edge nailer boards. Also, all associated and required items that accompany this (seaming tape, etc.) Includes Installation of Playground Grass System.	\$ 25.85	\$ 103,400.00
Square Footage Based on Materials Required				\$ -
				\$ -
1		Standard PlayMound 10' round x 36" high		\$ 7,850.00

KCDA 22-315 Discount \$ (9,534.56)

KCDA Contract Holder:  
**Landscape Structures, Inc. (LSI)**  
 attention: **Misty Link**  
 601 - 7th Street South  
 Delano, MN 55328-0198  
 mistylink@playsi.com  
 763.972.5591

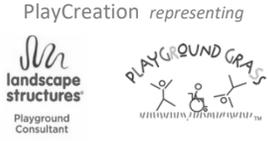


LSI Representative:  
**PlayCreation, Inc.**  
 attention: **Chris Donahue**  
 2104 SW 152nd Street, ste 1  
 Burien, WA 98166  
 Chris@PlayCreation.com  
 206.932.6366

<b>Freight</b>	\$ 8,275.00
<b>Sub Total</b>	\$ 157,649.84
<b>Tax 9.4%</b>	\$ 14,819.08
<b>TOTAL</b>	\$ 172,468.92
<b>Bond Fees</b>	\$ 5,174.07
<b>Tax on Bond Fees</b>	\$ 486.36
<b>Grand Total</b>	\$ 178,129.35

KCDA Purchasing Cooperative  
 18639 - 80th Ave S Kent, WA 98064-5550  
 attention: Karri Wyman kwyman@kcda.org

Issue Purchase Order To:



Quote Based on Current 2023 pricing | Pricing Valid thru 4-30-2023 | 50% Deposit due at Order Entry  
 Note: Install pricing includes Prevailing Wage & Certified Payroll

Strawberry Fields  
Athletic Park Playground Equipment  
Worksheet # 2203-11553-1 Revision 2



<b>To:</b> <b>Jesse Birchman</b>   Marysville Public Works Transportation & Parks Maintenance Manager 80 Columbia Ave   Marysville, WA 98270 360.363.8100   jbirchman@marysvillewa.gov	<b>Owner:</b> <b>Jesse Birchman</b>   Marysville Public Works Transportation & Parks Maintenance Manager 80 Columbia Ave   Marysville, WA 98270 360.363.8100   jbirchman@marysvillewa.gov
<b>Project Location:</b> <b>Strawberry Fields Athletic Complex</b> 6100 152nd St NE Marysville, WA 98271	<b>Ship To:</b> <b>Strawberry Fields Athletic Complex</b> 6100 152nd St NE Marysville, WA 98271

KCDA  
Design  
Option A

Date	Lead Time	Terms	Quoted By	
May 24, 2023	24 to 26 weeks	per KCDA contract	John Larson 206.940.1108	
SITE PREP				
7,371	pounds	Accept delivery & off-load equipment at site	\$ 0.40	\$ 2,948.40
95	holes	Layout equipment, mark holes	\$ 38.85	\$ 3,690.75
			\$	-
PLAYGROUND EQUIPMENT				
1	CUST23-11	Custom Forma Swing Area as shown on drawing #1762756-3, manufactured by Landscape Structures		\$ 12,240.00
1	CUST23-12	Custom Sensory Play for 2-12 year olds as shown on drawing #1762756-3, manufactured by Landscape Structures		\$ 15,300.00
1	CUST23-28	Custom Forma Multi Climber for 5-12 year olds as shown on drawing #1762756-3, manufactured by Landscape Structures		\$ 91,800.00
1	197057D	SmartPlay: Motion with Play Table, manufactured by Landscape Structures, surface mount		\$ 22,245.00
1	CUST23-07	Custom Mound Slide year olds as shown on drawing #1762756-3, manufactured by Landscape Structures		\$ 3,060.00
1	Playground Grass	Standard PlayMound with Tunnel, 12' round x 37" high with 18" tunnel		\$ 8,640.00
PLAYGROUND INSTALLATION				
		Installation of 2-5 Equipment per drawing #1762756-2 by certified and factory trained installation crew		\$ 66,678.98
3%		Disposal of packaging material		\$ 4,598.55
			\$	-
KCDA 22-315 Discount			\$	(13,872.10)

KCDA Contract Holder:  
**Landscape Structures, Inc. (LSI)**  
 attention: **Misty Link**  
 601 - 7th Street South  
 Delano, MN 55328-0198  
 mistylink@playlsi.com  
 763.972.5591



LSI Representative:  
**PlayCreation, Inc.**  
 attention: **John Larson**  
 2104 SW 152nd Street, ste 1  
 Burien, WA 98166  
 JohnL@PlayCreation.com  
 206.932.6366

<b>Freight</b>	\$ 8,912.50
<b>Sub Total</b>	\$ 226,242.07
<b>Tax 9.4%</b>	\$ 21,266.76
<b>TOTAL</b>	<b>\$ 247,508.83</b>
<b>Bond Fees</b>	\$ 7,425.26
<b>Tax on Bond Fees</b>	\$ 697.97
<b>Grand Total</b>	<b>\$ 255,632.07</b>

KCDA Purchasing Cooperative  
 18639 - 80th Ave S Kent, WA 98064-5550  
 attention: Karri Wyman kwyman@kcda.org



Quote based on current pricing | Pricing Valid thru 6-30-2023 | 50% Deposit due at Order Entry



**Equipment List**  
Drawing # 1762756-3

**CUST23-11 | Custom Swing Area**

- (2) Belt Seat, ProGuard Chains for 8' Beam Height
- Forma Swing Frame DB Only
- Forma Swing Frame DB Only Additional Bay
- (2) Full Bucket Seat, ProGuard Chains for 8' Beam Height
- Welcome Sign, Ages 2-12 years Direct Bury

**CUST23-12 | Custom Sensory Area**

- Color Splash Panel
- Marble Panel
- Optigear Panel
- (3) Sensory Play Center Wall DB
- (2) Sensory Play Center Wall End DB
- (4) Sensory Play Station Plate
- Welcome Sign, Ages 2-12 years Direct Bury

**CUST23-28 | Custom 5-12 Area**

- Footprint Balance Beam DB
- (2) Footprint Stepper 16" DB
- (2) Footprint Stepper 24" DB
- Footprint Stepper 8" DB
- Fortress Multi-Climber
- (2) Footprint Wobble Bouncer DB
- Forma Sol Spinner DB Only
- Forma Alpine Slide DB
- Welcome Sign, Ages 5-12 years Direct Bury

**197057C | Custom 2-5 Area**

- SmartPlay: Motion with Play Table
- Welcome Sign, Ages 2-5 years Direct Bury

**CUST23-07 | Custom Slide Area**

- Ramp Deck Extension DB 12"Dk
- (2) 108" Alum Post DB
- Double Slide 32"Dk



The play components identified on this plan are IPEMA certified. (Unless model number is preceded with \*) The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit [www.ipema.org](http://www.ipema.org)

THIS PLAY AREA & PLAY EQUIPMENT IS DESIGNED FOR AGES 2-12 YEARS UNLESS OTHERWISE NOTED ON PLAN.

IT IS THE MANUFACTURERS OPINION THAT THIS PLAY AREA DOES CONFORM TO THE A.D.A. ACCESSIBILITY STANDARDS, ASSUMING AN ACCESSIBLE PROTECTIVE SURFACING IS PROVIDED, AS INDICATED, OR WITHIN THE ENTIRE USE ZONE.

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY, EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, & UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.

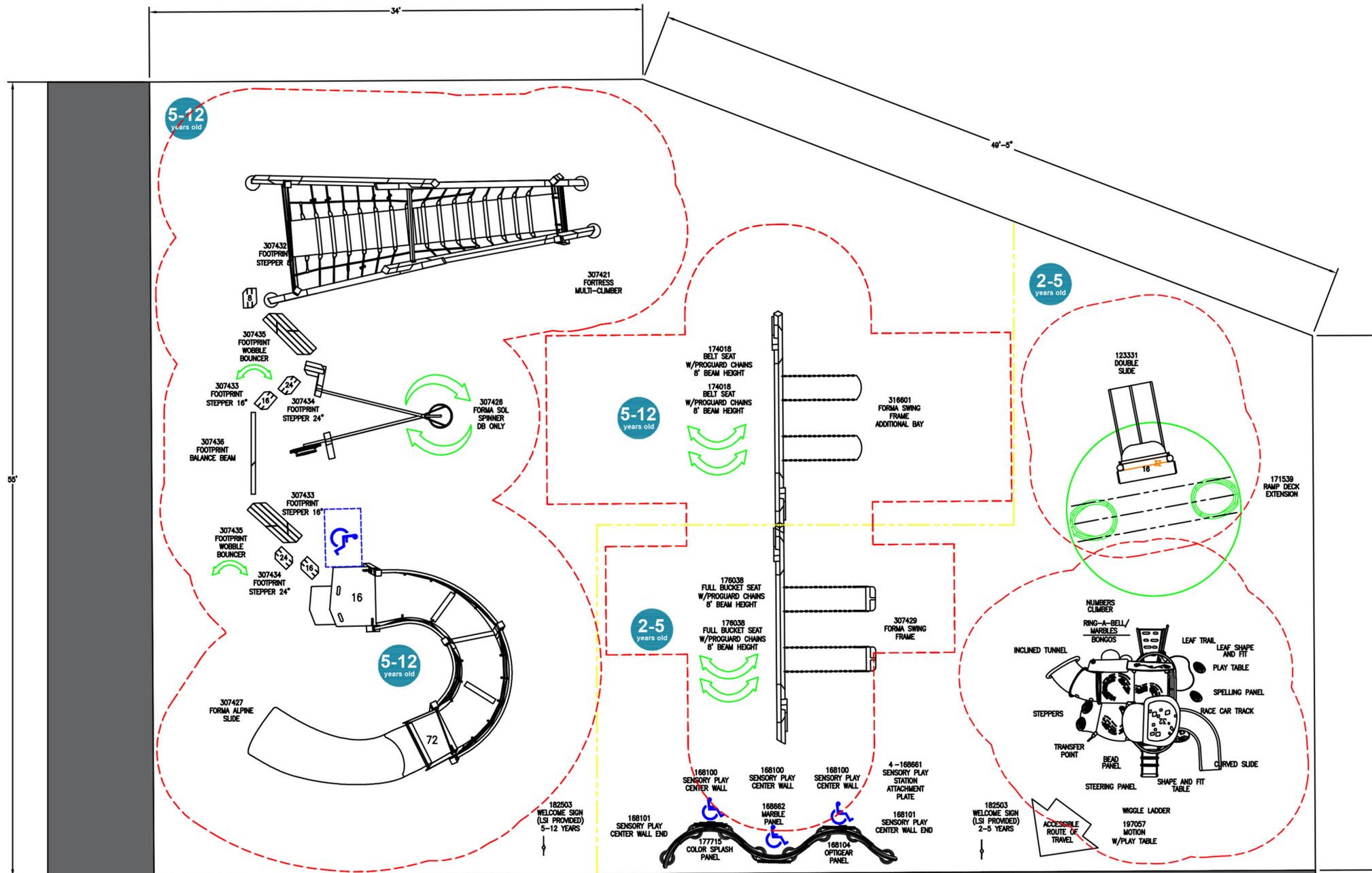
CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE TO MEET THE MAXIMUM FALL HEIGHT FOR THE EQUIPMENT (REF. ASTM F1487 STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE, SECTION 8 CURRENT REVISION). THE SUBSURFACE MUST BE WELL DRAINED. IF THE SOIL DOES NOT DRAIN NATURALLY IT MUST BE TILED OR SLOPED 1/8" TO 1/4" PER FOOT TO A STORM SEWER OR A "FRENCH DRAIN".

IT IS THE MANUFACTURER'S OPINION AND INTENT THAT THE LAYOUT OF THESE COMPONENTS CONFORM WITH THE U.S. CONSUMER PRODUCT SAFETY COMMISSION'S (CPSC) "HANDBOOK FOR PUBLIC PLAYGROUND SAFETY".

DESIGNED BY:  
AHB

COPYRIGHT: 4/5/2023  
LANDSCAPE STRUCTURES, INC.  
601 7th STREET SOUTH - P.O. BOX 198  
DELANO, MINNESOTA 55328  
PH: 1-800-328-0035 FAX: 1-763-972-6091

Date	Previous Drawing #	Initials



CURB and WALKWAY by Others

AGE: 5-12

TOTAL ELEVATED PLAY COMPONENTS	N/A	N/A	N/A
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	N/A REQUIRED	N/A	N/A
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	N/A REQUIRED	N/A	N/A
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	13 REQUIRED	N/A	N/A
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	7 REQUIRED	N/A	N/A

Total Area = 3987 SF  
Perimeter = 255 LF  
Critical Fall Height = 96"

AGE: 2-5

TOTAL ELEVATED PLAY COMPONENTS	N/A	N/A	N/A
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	N/A REQUIRED	N/A	N/A
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	N/A REQUIRED	N/A	N/A
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	12 REQUIRED	N/A	N/A
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	4 REQUIRED	N/A	N/A



Strawberry Fields  
Design A R.2 - Forma  
Marysville, WA

PlayCreation, Inc.  
Landscape Structures  
JohnL@PlayCreation.com

SYSTEM TYPE:  
PlayBooster  
DRAWING #:  
1762756- 3



# Strawberry Fields

Design A - R.2  
Marysville, WA  
4/20/2023

Color Palette: AH  
Drawing#: 1762762









## **EXHIBIT B**

### **Liquidated Damages**

#### **1-08.9 Liquidated Damages**

*(March 3, 2021 APWA GSP, Option B)*

Revise the second and third paragraphs to read:

Accordingly, the Contractor agrees:

1. To pay (according to the following formula) liquidated damages for each working day beyond the number of working days established for Physical Completion, and
2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

#### **Liquidated Damages Formula**

$$LD=0.15C/T$$

Where:

LD = liquidated damages per working day (rounded to the nearest dollar)

C = original Contract amount

T = original time for Physical Completion

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine the Contract Work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, the formula for liquidated damages shown above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.



**PUBLIC WORKS DEPARTMENT**  
 80 Columbia Ave.  
 Marysville, WA 98270  
 (360) 363-8100

# Purchase Order

Show this Purchase Order Number on all correspondence, invoices, shipping papers and packages.

**P NO 0681**

TO: King County Directors Association  
P.O. Box 5550  
Kent, WA 98064-5550  
 ATTENTION: Karri Wyman <sup>425-251-8115 x113</sup> Kwyman@kida.org

DATE <u>6/2/2023</u>	ACCT. CODE <u>31000076.563000.P2201</u>	ORDER NO.
SHIP TO <u>Marysville Public Works</u>		
<u>80 Columbia Ave</u>		
<u>Marysville Wa. 98271</u>		

REQUESTED BY	DATE EXPECTED	F.O.B. POINT	SHIP VIA	SUBLET QUOTE	EQUIP. / VEH. NO.
<u>Jeremie Roth</u>					

FAX: \_\_\_\_\_

QTY	REC	B/O	ITEM NO. / DESCRIPTION	UNIT PRICE	EXTENSION	TAX / SHIP	TOTAL	RTY	W/O NO.
			<u>Straberry Fields Athletic Park Playground Equipment with install</u>				<del>255,632.07</del>		
			<u>Quote # 2203-11553-1 Revision 2</u>				<u>255,632.07</u>		
			<u>Forever Lawn Turf Surfacing</u>				<u>178,129.35</u>		
							<u>433,761.42</u>		

NOTES: \_\_\_\_\_

SITE/PROJECT NAME: \_\_\_\_\_

AUTHORIZED BY: \_\_\_\_\_

RECEIVED BY: \_\_\_\_\_



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** June 5, 2023

**SUBMITTED BY:** Parks Director Tara Mizell, Parks, Recreation & Culture

**ITEM TYPE:** Ordinance

**AGENDA SECTION:** **New Business**

**SUBJECT:** An **Ordinance** for Festival Sponsorship

**SUGGESTED ACTION:** Recommended Motion: I move to adopt Ordinance No. \_\_\_\_\_.

**SUMMARY:** The purpose of these requested changes are to amend the municipal code regarding the bid process for the Marysville Strawberry Festival. These changes include how the call for bids will be advertised, updating the deadline process for submitting proposals, updating the timeline for review of proposals and updating the language to allowing for the option to renew the proposal for five years.

---

**ATTACHMENTS:**  
[Ordinance - Strawberry Festival Notice Final.pdf](#)

CITY OF MARYSVILLE  
Marysville, Washington

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING CHAPTER 5.48 OF THE MUNICIPAL CODE IN REGARD TO ADVERTISING FOR REQUESTS FOR PROPOSALS TO OPERATE THE STRAWBERRY FESTIVAL.**

WHEREAS, the Marysville Strawberry Festival is a longstanding tradition in the city; and

WHEREAS, the municipal code sets forth the process for requesting proposals to operate the festival; and

WHEREAS, section 5.48.020 of the municipal code requires publication in a newspaper and physical posting of notices; and

WHEREAS, technological advances have changed the manner in which most residents obtain information with most people utilizing the internet and social media for this purpose; and

WHEREAS, there are costs associated with publishing in a newspaper and such publication reaches a smaller audience than posting a notice through the internet and social media; and

WHEREAS, notifying residents of the opportunity to submit a proposal to operate the Strawberry Festival through the City's website and social media sites will reach a larger number of residents than publishing in a newspaper.

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

A. SECTION 1. Section 5.48.020 of the municipal code is amended as set forth in Exhibit

B. SECTION 2. Section 5.48.030 of the municipal code is amended as set forth in Exhibit

C. SECTION 3. Section 5.48.050 of the municipal code is amended as set forth in Exhibit

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

SECTION 5. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

SECTION 6. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF MARYSVILLE

By \_\_\_\_\_  
JON NEHRING, MAYOR

Attest:

By \_\_\_\_\_  
\_\_\_\_\_, DEPUTY CITY CLERK

Approved as to form:

By \_\_\_\_\_  
JON WALKER, CITY ATTORNEY

Date of publication: \_\_\_\_\_  
Effective Date (5 days after publication): \_\_\_\_\_

# EXHIBIT A

## 5.48.020 Annual requests for festival proposals – Contents.

At any time after August 1st of each year the city may issue a request for festival proposals for the following year from any and all interested persons or parties. ~~Notification of the request shall be published in the official newspaper of the city and posted in at least three public places in the city~~The request for festival proposals shall be placed on the City website for a period of not less than two consecutive weeks and state the date and time by which all proposals must be submitted. The request also may be advertised through City social media accounts or such other methods chosen by the chief administrative officer. Festival proposals shall describe the proposed geographical boundaries of the festival area, all proposed festival activities and the dates thereof, the use of public right-of-way and public parks, the number and location of temporary vendor facilities and structures, and provisions for sanitation and cleanup. The proposal will further indicate the organizational structure, background and experience of the sponsor, and all insurance and indemnification provisions which it is able to offer to the city. All proposals shall be in writing and must be filed with the city clerk ~~within 10 days of the date of final publication of the request for proposals~~prior to the deadline listed in the request for festival proposals.

# EXHIBIT B

## 5.48.030 Award of festival permit – Conditions – Fee.

At any regular or special meeting of the city council held at least 10 days after the ~~final date of publication of the request for~~ deadline for submitting proposals, the city council shall consider the merits of all duly filed festival proposals. It may request written or oral supplementation to any proposal. If the city council determines that it will issue a festival permit for that year, a single festival sponsor shall be selected from the duly filed proposals on the basis of the experience and qualifications of the sponsor, the merits of the festival proposal, and the public benefits arising from the same. The city council may impose such reasonable terms and conditions on the festival permit as it deems to be in the public interest. The festival sponsor shall pay the city a permit fee in the amount of \$500.00. The city may reserve the right to charge additional amounts at the conclusion of the festival to reimburse the city for extraordinary costs expended for municipal services.

# EXHIBIT C

## 5.48.050 ~~Option to renew~~Duration of festival permit.

At the time of awarding a festival permit, the city council, in its discretion, may grant the festival sponsor ~~an option to renew the permit for a period of up to five years, without public competition, for up to four additional years. To exercise the option t~~The festival sponsor, each year, shall submit a new festival proposal for approval by the city council and shall pay a new festival permit fee each year. The city council may approve or deny each year's festival permit application in its sole discretion.



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** June 5, 2023

**SUBMITTED BY:** Sandy Langdon, Finance

**ITEM TYPE:** Ordinance

**AGENDA SECTION:** **New Business**

**SUBJECT:** An **Ordinance** Amending MCC 3.51 Related to Petty Cash Fund

**SUGGESTED ACTION:** Recommended Motion: I move to adopt Ordinance No. \_\_\_\_\_.

**SUMMARY:** Update of the petty cash fund to reflect a change from \$4,750 to \$4,150. The reductions are: 1) \$500 used by the Public Works department, 2) \$100 used by the Community Development department, and 3) \$100 used by the KBSCC.

---

**ATTACHMENTS:**  
[Amended Petty Cash Funds Ordinance - June2023.docx](#)

CITY OF MARYSVILLE  
Marysville, Washington

ORDINANCE No. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, AMENDING CHAPTER 3.51 OF THE MARYSVILLE MUNICIPAL CODE, "PETTY CASH FUND," TO REFLECT CURRENT OPERATIONS AND STRUCTURE OF CITY GOVERNMENT.**

WHEREAS, some of the City's petty cash needs are no longer reflected in the municipal code; and

WHEREAS, it is necessary to harmonize the City's Petty Cash Fund Ordinance with the current operations and structure of City government; and

WHEREAS, other minor revisions to the total amount of the petty cash fund should also be amended.

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

SECTION 1. Amendment. Chapter 3.51 of the municipal code is amended as set forth in Exhibit A.

SECTION 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

SECTION 3. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

SECTION 4. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF MARYSVILLE

By \_\_\_\_\_  
JON NEHRING, MAYOR

Attest:

By \_\_\_\_\_  
GENEVIEVE GEDDIS, DEPUTY CITY CLERK

Approved as to form:

By \_\_\_\_\_  
JON WALKER, CITY ATTORNEY

Date of publication: \_\_\_\_\_

Effective Date (five days after publication): \_\_\_\_\_

## EXHIBIT A

### **3.51.010 Petty cash fund established**

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There is created and established a change and imprest fund within the current expense fund, to be designated as the "petty cash fund." Four thousand and fifty dollars is authorized for the petty cash fund.

### **3.51.020 Petty cash fund distribution.**

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The petty cash fund herein established shall be distributed as follows:

- (1) Four hundred dollars shall be used by the city's municipal court as a change fund;
- (2) Four hundred dollars shall be used by the city's parks, recreation, and culture department, \$100.00 as a change fund and \$300.00 as a change fund;
- (3) One thousand four hundred dollars shall be used by the city's finance department; \$600.00 as a change fund and \$800.00 as a change fund;
- (4) One hundred fifty dollars shall be used by the city's police department as a petty cash fund;
- (5) One hundred dollars shall be used by the city's department of community as a change fund.
- (6) ~~One hundred dollars shall be used by the Ken Baxter Senior/Community Center as a change fund.~~
- (7) One thousand six hundred dollars shall be used by the Cedarcrest Golf Course as a change fund.

### **3.51.030 Petty cash fund custodians.**

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The custodians of the petty cash fund herein established shall be as follows:

- (1) The city's court administrator is designated as the custodian of the municipal court change fund.
- (2) The city's parks, recreation, and culture director is designated as the custodian of the park and recreation change fund ~~and the Ken Baxter Senior/Community Center change fund.~~
- (3) The finance director is designated as the custodian of the finance department change funds.
- (4) The police chief is designated as the custodian of the police department change and petty cash fund.
- (5) The public works director is designated as the custodian of the public works petty cash fund.

(6) The community development director is designated as the custodian of the community development department change fund.

(7) The parks, recreation, and culture director is designated as the custodian of the Cedarcrest Golf Course change fund.