

Marysville City Council Meeting**September 10, 2018****7:00 p.m.****City Hall****Call to Order****Invocation****Pledge of Allegiance****Roll Call****Approval of the Agenda****Committee Reports****Presentations**

A. Proclamation: Declaring September 2018 as Childhood Cancer Awareness Month in Marysville

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

1. Approval of the July 9, 2018 City Council Meeting Minutes
2. Approval of the July 23, 2018 City Council Meeting Minutes
3. Approval of the July 23, 2018 City Council Special Meeting
4. Approval of the August 13, 2018 City Council Special Meeting

Consent

9. Approval of the August 15, 2018 Claims in the Amount of \$136,892.26 Paid by EFT Transactions and Check Numbers 126562 through 126614 with Check Number 123863 Voided.

10. Approval of the August 20, 2018 Payroll in the Amount of \$1,050,757.74, Paid by EFT Transactions and Check Numbers 31789 through 31822 with Check Number 31604 Voided and Reissued with Check Number 31788.

11. Approval of the August 22, 2018 Claims in the Amount of \$1,104,664.75, Paid by EFT Transactions and Check numbers 126615 through 126818.

12. Approval of the August 22, 2018 Payroll in the Amount of \$2,357.16, Paid by EFT Transactions and Check Numbers 31937 through 31943.

****These items have been added or revised from the materials previously distributed in the packets for the September 4, 2018 Work Session.***

Marysville City Council Meeting**September 10, 2018****7:00 p.m.****City Hall**

13. Approval of the August 24, 2018 Payroll in the Amount of \$415,863.49, Paid by EFT Transactions and Check Numbers 31823 through 31936.

15. Consider Approving the Supplemental Agreement No. 2 to the Original Professional Services Agreement with HDR Engineering, Inc., Increasing the Contract Total Amount and Extending the Contract Term.

16. Consider Approving the Local Programs State Funding Agreement and Project Prospectus with Washington State Department of Transportation Thereby Securing Design Funding for the Grove Street Overcrossing Project.

17. Consider Approving the Professional Services Agreement for 30% Design of the Grove Street Overcrossing Project between the City of Marysville and BergerABAM, Inc. in the Amount of \$896,072.00.

18. Consider Approving the Contract with the Department of Commerce thereby Securing Construction Funding for the Ebey Waterfront Trail Project.

19. Consider Approving the Quinn Ave Sidewalks Project with SRV Construction, Inc., Starting the 45-day Lien Period for Project Closeout.

20. Consider Approving the Cooperative Service Agreement between the City of Marysville and the USDA APHIS Wildlife Services, the Accompanying Work Plan and the Work Initiation Document for Wildlife Damage Management.

21. Consider Approving an Amendment No. 1 to the Interlocal Agreement with Snohomish County Relating to the Tourism Promotion Area.

22. Consider Approving the Purchase of Filter Feed Pumps from Granich Engineering Products, Inc. in the Amount of \$312,462.40 including Freight and Washington State Sales Tax.

23. Consider Approving the Agreement Terminating Interlocal Agreement between City of Marysville and the City of Arlington for Surface Water Billing Services.

Review Bids

14. Consider Awarding the Ebey Waterfront Trail Phase III Project with Taylor Excavators Inc. in the Amount of \$990,092.15, and Approve a Management Reserve of \$100,000.00 for a Total Allocation of \$1,090,092.15.

Public Hearings

24. Consider Approving the Program Year 2017 Consolidated Annual Performance and Evaluation Report and Direct Staff to Provide a Summary of, and Response to any

**These items have been added or revised from the materials previously distributed in the packets for the September 4, 2018 Work Session.*

Marysville City Council Meeting**September 10, 2018****7:00 p.m.****City Hall**

Comments received during the Public Hearing into the Report, and forward to the U.S. Department of Housing and Urban Development. *

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

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

Reconvene**Adjournment**

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

**These items have been added or revised from the materials previously distributed in the packets for the September 4, 2018 Work Session.*

A



PROCLAMATION

Declaring September 2018 as Childhood Cancer Awareness Month in Marysville

WHEREAS, each year more than 300,000 children and youth under the age of 19 are diagnosed with cancer worldwide; and

WHEREAS, childhood cancer is the #1 disease-related cause of death for children in the United States and many other countries; and

WHEREAS, two-thirds of those who survive childhood cancer endure chronic health conditions from the toxic effects of cancer treatment, including secondary cancers and other life-threatening illnesses; and

WHEREAS, the causes of childhood cancer are largely unknown and more study is needed to understand which treatments work best for children; and

WHEREAS, cancer treatment for children often must differ from traditional adult treatments to take into account children’s developmental needs and other factors; and

WHEREAS, Marysville youngster Layla Beckstrand is just one of many hundreds of children who have been successfully treated for cancer at Seattle Children’s Hospital, and her family now volunteers there to raise awareness about childhood cancer; and

WHEREAS, Marysville is a caring community that supports children and families;

NOW, THEREFORE I, JON NEHRING, MAYOR, on behalf of the City Council and our community, do hereby proclaim September 2018 as

CHILDHOOD CANCER AWARENESS MONTH

in the City of Marysville. I encourage all Marysville residents to learn more about childhood cancers and consider what we all can do to support children with cancer and their families.

Under my hand and seal this tenth day of September, 2018.

THE CITY OF MARYSVILLE

Jon Nehring, Mayor

Index #1

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Approval of the Agenda	Approved
Committee Reports	
Presentations	
Audience Participation	
Approval of Minutes	
Approval of the June 11, 2018 City Council Meeting Minutes.	Approved
Consent Agenda	
Approval of the June 20, 2018 Claims in the Amount of \$931,291.56 Paid by EFT Transactions and Check Number 125305 through 125479 with Check Number 125082 Voided	Approved
Approval of the June 27, 2018 Claims in the Amount of \$543,762.50 Paid by EFT Transactions and Check Numbers 125480 through 125615 with Check Number 123265 Voided.	Approved
Consider Approving the Interlocal Agreement with Public Utility District No.1 of Snohomish County, for Services Estimated in the Amount of \$1,074,799.00 to Design and Construct the Joint Utility Trench to Underground Power and Communication Utilities for the First Street Bypass Project.	Approved
Consider Approving the Citywide Intersection Improvement Project with Totem Electric of Tacoma, Inc. as Complete, Starting the 45-day Lien Filing Period for Project Closeout.	Approved
Consider Approving the 1st Street Low Impact Development Project with SRV Construction, Inc. as Complete, Starting the 45-day Lien Filing Period for Project Closeout.	Approved
Consider Approving the Application for Downtown Marysville Merchants' Association to Conduct a Special Event on Saturday, July 14, 2018, Including the Street Closure of 3rd Street between State Avenue and Columbia Avenue, and Columbia Avenue between 2nd Street and 3rd Street, as Requested by the Applicant.	Approved
Consider Approving the Mutual Agreement Regarding Application of Traffic Impact Fee Refund, Transferring \$67,488 of the Refund for Marysville Ford and applying it to the Traffic Impact Fees Owed for Marysville Auto Center with the Remainder of the Fees Refunded to Fernandez Investments, LLC, along with Accrued Interest.	Approved
Consider Approving the Interlocal Agreement with the City of Stanwood for Outdoor Video Services.	Approved
Consider Approving the Interlocal Agreement with the City of Anacortes for Outdoor Video Services.	Approved
Approval of the June 20, 2018 Payroll in the Amount of \$1,287,537.33 Paid by EFT Transactions and Check Numbers 31617 through 31657.	Approved
Approval of the July 5, 2018 Payroll in the Amount of \$2,119,983.08 Paid by EFT Transactions and Check Numbers 31658 through 31707.	Approved
Review Bids	
Consider Awarding the Highway 9 Exploratory Well Contract to Holt	Approved

Services, Inc. in the Amount of \$857,135.06 including Washington State Sales Tax and Approve a Management Reserve of \$104,544.45 for a Total Allocation of \$961,679.51.	
Public Hearings	
New Business	
Consider Approving the Grant Agreement with the Department of Ecology allowing the City to be Funded \$5,000,000.00 in Grant Funding and Authorize the City's Expenditure of \$1,900,000 toward the Project.	Approved
Consider Approving the 2017 Annual Transportation Benefit District Report (TBD), Approve the TBD Project Additions, and Approve the 2019 TBD Project List per the Attached Presentation.	Approved
Consider Approving an Additional Full Time Employee in the Sanitation Division at a Cost of \$43,864.	Approved
Legal	
Mayor's Business	
Consider Approving the Planning Commission Reappointment of Kelly Richards.	Approved
Staff Business	
Call on Councilmembers	
Adjournment	7:59 p.m..
Executive Session	8:05 p.m.
Real Estate – 2 items	No Action
Litigation – 1 item	No Action
Personnel – 1 item	No Action
Adjournment	8:18 p.m.

COUNCIL*DRAFT*
MINUTES

Regular Meeting
July 9, 2018

Call to Order / Pledge of Allegiance

Mayor Nehring called the meeting to order at 7:00 p.m. and led those present in the Pledge of Allegiance. Danny Butcher of Bethany Church gave the invocation.

Roll Call

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

Mayor: Jon Nehring

Council: Mark James, Tom King, Steve Muller, Kamille Norton (President), Rob Toyer, Michael Stevens and Jeff Vaughan

Absent: None

Also Present: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, City Attorney Jon Walker, City Engineer Jeff Laycock, Parks Director Jim Ballew, Community Development Director Dave Koenig, Fire Chief Martin McFalls, Public Relations Administrator Connie Mennie, and Recording Secretary Laurie Hugdahl.

Motion made by Councilmember Toyer, seconded by Councilmember James, to approve the agenda. **Motion** passed unanimously (7-0).

Committee Reports

Councilmember Norton reported on the June 27 Public Safety Committee meeting where they had an update on the hiring status. At the time of the meeting there were four open patrol positions and one open custody officer position. The NITE Team and the Property Crimes Unit have been very busy dealing with transient issues and have had some good success. The Committee received a report on the emphasis for the 4th of July regarding fireworks. They received an update on the embedded social worker

program; Officer Buell remains very busy with this. There have been some good successes with this program. There was an update on the Strawberry Festival. There was also an update on the public safety tax initiative

Presentations

Audience Participation

Paula Pugh, 11718 - 56th Avenue NE, Marysville, WA, encouraged everyone to vote on the 2018 Best of Snohomish County Awards. She drew attention to local Marysville businesses that would benefit from their votes.

Tobias Simcox, 7119 – 58th Street NE, Marysville, WA, commented that the fireworks ban has impacted the celebratory feeling of the 4th of July. He asked if there would be any follow up on the decision to ban fireworks. Mayor Nehring reviewed the process that had been taken prior to the ban. Councilmember Vaughan further discussed the background on this item.

Annie Fitzgerald, 7218 - 47th Avenue NE, Marysville, WA, stated she was glad that the ban was implemented because of the illegal fireworks that used to occur in her neighborhood. She noticed a big change this year. She attended a march in Everett dealing with immigration issues and asked what Marysville is doing to address this matter. Chief Smith explained that the police comply with all of their federal partners. When it comes to immigration issues, their focus is on crime in the community. Ms. Fitzgerald also commented on the rise in homelessness and asked what is being done about that.

Mayor Nehring acknowledged that there has been a rise in homelessness throughout the nation. He commented on things the City has done to address this issue including: dedicated houses in the city, an embedded social worker, a cold weather shelter, and several places where people can get free meals. He added that while the city offers many services, they do not tolerate criminal activities.

Paula Pugh added that Anna from Life Church 360 works specifically with the Hispanic community.

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

1. Approval of the June 11, 2018 City Council Meeting Minutes.

Motion made by Councilmember Stevens, seconded by Councilmember King, to approve the June 11, 2018 City Council Meeting Minutes. **Motion** passed unanimously (7-0).

Consent

DRAFT

2. Approval of the June 20, 2018 Claims in the Amount of \$931,291.56 Paid by EFT Transactions and Check Number 125305 through 125479 with Check Number 125082 Voided.
3. Approval of the June 27, 2018 Claims in the Amount of \$543,762.50 Paid by EFT Transactions and Check Numbers 125480 through 125615 with Check Number 123265 Voided.
6. Consider Approving the Interlocal Agreement with Public Utility District No.1 of Snohomish County, for Services Estimated in the Amount of \$1,074,799.00 to Design and Construct the Joint Utility Trench to Underground Power and Communication Utilities for the First Street Bypass Project.
7. Consider Approving the Citywide Intersection Improvement Project with Totem Electric of Tacoma, Inc. as Complete, Starting the 45-day Lien Filing Period for Project Closeout.
8. Consider Approving the 1st Street Low Impact Development Project with SRV Construction, Inc. as Complete, Starting the 45-day Lien Filing Period for Project Closeout.
10. Consider Approving the Application for Downtown Marysville Merchants' Association to Conduct a Special Event on Saturday, July 14, 2018, Including the Street Closure of 3rd Street between State Avenue and Columbia Avenue, and Columbia Avenue between 2nd Street and 3rd Street, as Requested by the Applicant.
11. Consider Approving the Mutual Agreement Regarding Application of Traffic Impact Fee Refund, Transferring \$67,488 of the Refund for Marysville Ford and applying it to the Traffic Impact Fees Owed for Marysville Auto Center with the Remainder of the Fees Refunded to Fernandez Investments, LLC, along with Accrued Interest.
12. Consider Approving the Interlocal Agreement with the City of Stanwood for Outdoor Video Services.
13. Consider Approving the Interlocal Agreement with the City of Anacortes for Outdoor Video Services.
15. Approval of the June 20, 2018 Payroll in the Amount of \$1,287,537.33 Paid by EFT Transactions and Check Numbers 31617 through 31657.
16. Approval of the July 5, 2018 Payroll in the Amount of \$2,119,983.08 Paid by EFT Transactions and Check Numbers 31658 through 31707.

DRAFT

Motion made by Councilmember Norton, seconded by Councilmember Toyer, to approve Consent Agenda items 2, 3, 6-8, 10-13, 15 and 16. **Motion** passed unanimously (7-0).

Review Bids

4. Consider Awarding the Highway 9 Exploratory Well Contract to Holt Services, Inc. in the Amount of \$857,135.06 including Washington State Sales Tax and Approve a Management Reserve of \$104,544.45 for a Total Allocation of \$961,679.51.

City Engineer Jeff Laycock reviewed this item.

Motion made by Councilmember Muller, seconded by Councilmember Toyer, to award the Highway 9 Exploratory Well Contract to Holt Services, Inc. in the Amount of \$857,135.06 including Washington State Sales Tax and Approve a Management Reserve of \$104,544.45 for a Total Allocation of \$961,679.51. **Motion** passed unanimously (7-0).

Public Hearings

New Business

5. Consider Approving the Grant Agreement with the Department of Ecology allowing the City to be Funded \$5,000,000.00 in Grant Funding and Authorize the City's Expenditure of \$1,900,000 toward the Project.

City Engineer Jeff Laycock reviewed this item.

Motion made by Councilmember James, seconded by Councilmember King, to approve the Grant Agreement with the Department of Ecology allowing the City to be Funded \$5,000,000.00 in Grant Funding and Authorize the City's Expenditure of \$1,900,000 toward the Project. **Motion** passed unanimously (7-0).

9. Consider Approving the 2017 Annual Transportation Benefit District Report (TBD), Approve the TBD Project Additions, and Approve the 2019 TBD Project List per the Attached Presentation.

City Engineer Laycock made a PowerPoint presentation regarding the 2017 Annual TBD Report, reviewed TBD project additions, and discussed the 2019 TBD Project List.

Motion made by Councilmember King, seconded by Councilmember Stevens, to approve the 2017 Annual Transportation Benefit District Report (TBD), approve the TBD Project Additions, and approve the 2019 TBD Project List per the attached presentation. **Motion** passed unanimously (7-0).

DRAFT

14. Consider Approving an Additional Full Time Employee in the Sanitation Division at a Cost of \$43,864.

City Engineer Jeff Laycock indicated that this is for a much needed position in the sanitation department.

Motion made by Councilmember Muller, seconded by Councilmember Toyer, to approve an additional Full Time Employee in the Sanitation Division at a Cost of \$43,864. **Motion** passed unanimously (7-0).

Legal

Mayor's Business

17. Consider Approving the Planning Commission Reappointment of Kelly Richards.

Motion made by Councilmember Norton, seconded by Councilmember Muller, to affirm the Planning Commission Reappointment of Kelly Richards. **Motion** passed unanimously (7-0).

Mayor Nehring asked staff to make an official request from the City of Lake Stevens about how they would like to proceed. CAO Hirashima commented that she had just received something in her email and would pass that information along.

Staff Business

Chief Smith:

- He gave an update on the fireworks approach taken by the Marysville Police this year. There was a decrease this year in the number of complaints and a decrease in the number of citations written.
- He commented on an incident which received quite a bit of media attention where a Marysville police officer went out of his way to pick up a flag that was touching the ground.
- Mayor Nehring thanked Chief Smith for the work he and his department have done regarding fireworks over the last few years.

Sandy Langdon had no comments.

Jon Walker stated the need for an Executive Session to discuss two items regarding acquisition of real estate, one item regarding potential litigation and one item regarding collective bargaining negotiations with no action expected on any expected to last 15 minutes.

Dave Koenig had no comments.

DRAFT

Chief McFalls gave an update on the 4th of July. He reported that there was an all-time low in the number of incidents this year with one firework-related injury and one possible firework-related fire. Both occurred outside the city limits. He also reported that Daniel Allen retired from the Fire District recently.

Jim Ballew:

- This weekend Junk in the Trunk will be held at the court.
- Outdoor concerts start on Friday night.
- Movies at Jennings Park start on Saturday.
- There was one firework-related fire in Jennings Park, but no other parks were impacted over the 4th.

Jeff Laycock had no comments.

Gloria Hirashima had no comments.

Call on Councilmembers

Jeff Vaughan had no comments.

Mark James had no comments.

Tom King:

- He helped with Poochpalooza, and it was a great time.
- This Saturday the Strawberry Festival Float will be down in Olympia.
- He doesn't miss the noise, stress on pets, or the mess and fire hazards of fireworks.

Michael Stevens had no comments.

Rob Toyer had no comments.

Steve Muller had no comments.

Kamille Norton had no comments.

Adjournment

Council recessed at 7:58 p.m. for five minutes before Executive Session to discuss two items regarding acquisition of real estate, one item regarding potential litigation and one item regarding collective bargaining negotiations with no action expected on any expected to last 15 minutes.

Executive Session

Council reconvened in Executive Session at 8:03 p.m.

DRAFT

Real Estate – 2 items, Per RCW 42.30.110(1)(b)

Litigation – 1 item, Per RCW 42.30.110(1)(i)

Personnel – 1 item, Per RCW 42.30.140(4)(a)

Executive Session ended and public meeting reconvened at 8:18 p.m.

Adjournment

The meeting was adjourned at 8:18 p.m.

Approved this _____ day of _____, 2018.

Mayor

Jon Nehring

Index #2

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Approval of the Agenda	Approved
Committee Reports	
Presentations	
HB 1783 Overview of Potential Impacts at Marysville Municipal Court	Held
Paid Family & Medical Leave – Anticipated Costs to City	Held
Audience Participation	
Approval of Minutes	
Approval of the June 25, 2018 City Council Meeting Minutes.	Approved
Approval of the July 2, 2018 City Council Work Session Minutes.	Approved
Consent Agenda	
Approval of the July 4, 2018 Claims in the Amount of \$1,748,670.03 Paid by EFT Transactions and Check Numbers 125616 through 125770 with Check Number 123412 Voided.	Approved
Approval of the July 11, 2018 Claims in the Amount of \$561,536.74 Paid by EFT Transactions and Check Number 125771 through 125909 with Check Numbers 123713, 123759 and 125700 Voided	Approved
Approval of the July 18, 2018 Claims in the Amount of \$403,761.87 Paid by EFT Transactions and Check Numbers 125910 through 126058 with Check Number 125888 Voided.	Approved
Approval of the July 20, 2018 Payroll in the Amount of \$1,069,322.46 Paid by EFT Transactions and Check Numbers 31708 through 31745.	Approved
Review Bids	
Consider Awarding the Sunnyside Overlay Contract with SRV Construction, Inc. in the Amount of \$644,702.30 Including Washington State Sales Tax and Approve a Management Reserve of \$64,470.23 for a Total Allocation of \$709,173.53.	Approved
Public Hearings	
New Business	
Consider Approving the Renewal Facility Use Agreement with the United States Bankruptcy Court.	Approved
Consider Approving the Waste 2 Resources Local Solid Waste Financial Assistance Agreement No. W2RLSWFA-1719-MaryPW-00105 between the State of Washington Department of Ecology and City of Marysville.	Approved
Consider Approving the Application for Marysville Downtown Merchants Association to Conduct a Special Event on August 10th, August 11th, and August 12, 2018, including the Street Closure of 3rd Street between State Avenue and Alder Avenue, as well as on Columbia Avenue from 2nd Street to 4th Street, as Requested by the Applicant.	Approved
Consider Approving a Resolution Declaring Certain Items of Property to be Unserviceable and Authorize the Surplus and/or Disposal Thereof.	Approved Resolution No. 2449
Consider Approving the Collective Bargaining Agreement and Authorize the Mayor to Sign the Final Agreement and Final Edits Consistent with the Tentative Agreement.	Approved
Consider Approving the Waste 2 Resources Waste Reduction and	Approved

Recycling Education Grant Agreement No. W2RWRRED-2019-MaryPW-00017 between the State of Washington Department of Ecology and City of Marysville.	
Consider Approving the Purchase of DynaSand Filter Equipment from Parkson Corporation in the Amount of \$156,000.00 including Freight and Washington State Sales Tax and Declaring the Purchase as a Sole Source.	Approved
Consider Approving an Ordinance Amending the 2017-2018 Biennial Budget and Providing for the Addition to the Pay Classification, Grades, and Ranges as Budgeted for in Ordinance No. 3046.	Approved Ordinance No. 3098
Legal	
Mayor's Business	
Consider Approving Appointments to the Hotel/Motel Committee for 2018-2019.	Approved
Consider Approving Appointments to the Community and Housing Development Citizen Advisory Committee.	Approved
Staff Business	
Call on Councilmembers	
Adjournment	8:08 p.m.
Executive Session	8:40 p.m.
Real Estate – one item	Approved
Personnel – one item	Approved
Adjournment	9:30 p.m.

COUNCIL*DRAFT*
MINUTES

Regular Meeting
July 23, 2018

Call to Order / Pledge of Allegiance

Mayor Nehring called the meeting to order at 7:00 p.m. and led those present in the Pledge of Allegiance. Pastor Greg Kanehan gave the invocation.

Roll Call

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

Mayor: Jon Nehring

Council: Mark James, Tom King, Steve Muller, Kamille Norton (President), Michael Stevens, Rob Toyer, and Jeff Vaughan

Absent: None

Also Present: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, City Attorney Jon Walker, Public Works Director Kevin Nielsen, Parks Director Jim Ballew, Community Development Director Dave Koenig, Fire Chief Martin McFalls, Public Relations Administrator Connie Mennie, Judge Lorrie Towers, Court Administrator Suzanne Elsner, and Recording Secretary Laurie Hugdahl.

Motion made by Councilmember Muller, seconded by Councilmember Norton, to approve the agenda. **Motion** passed unanimously (7-0).

Committee Reports

Tom King reported that the Fire Board Personnel Committee met and interviewed six applicants for positions in the Fire District. They were all very well qualified. The EMS Committee also met and did monthly review of billings. The Fire Board met and reviewed calls and talked about insurance premiums on equipment. The Parks Board met and got an update on Parks projects from Director Ballew.

DRAFT

Jeff Vaughan reported on the Finance Committee meeting and noted that things seem to be tracking well with the budget. They discussed the criminal justice tax and the bond that is needed to obtain the funds to build the jail. There will probably be an interest rate increase coming up in September. Timing is important with this matter to take advantage of current interest rates. This may require a special council meeting in August.

Presentations

A. HB 1783 Overview of Potential Impacts at Marysville Municipal Court

Judge Towers and Court Administrator Suzie Elsner gave an overview of potential impacts of HB1783 to the municipal court. This legislation which was effective on June 7 addresses fines, costs, and assessments imposed by the court. It requires an individual inquiry be done regarding an individual's ability to pay. It eliminates interest accrual on non-restitution portions of legal financial obligations. Certain fees will no longer be allowed to be collected from indigent individuals. The new legislation also addresses how a court can take action for people who do not pay their costs. These regulations will have a significant impact on how much the court is collecting. Judge Towers reviewed various categories of revenue for the court in 2016 and 2017 and potential impacts on each category. It is expected that 80-90% of court clients will qualify for indigency.

Councilmember Muller asked what percentage of fees would be impacted. Judge towers explained it depends on the particular charge. There are mandatory and discretionary fines and fees for different types of charges.

Councilmember Norton asked if the indigent status is verified somehow. Court Administrator Elsner stated that individuals who are claiming to be indigent are required to bring in a letter of verification or other proof of indigency. This is all verified by staff.

B. Paid Family & Medical Leave – Anticipated Costs to City

Finance Director Langdon reviewed the requirements of paid Family and Medical Leave which was passed in 2017 in Washington State. This will offer employees partial leave wage replacement for illness or injury, a new child, caring for a sick or injured family member, and military connected events. The eligibility begins in January 1 of 2020. The estimated city impact is \$42,000 initially. Staff expects it will actually cost more over time.

Audience Participation

None

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

1. Approval of the June 25, 2018 City Council Meeting Minutes.

DRAFT

Councilmember Vaughan referred to the second line of the recap and noted that it should be Rob Toyer.

Motion made by Councilmember Stevens, seconded by Councilmember Vaughan, to approve the minutes with the correction as noted and with Councilmember Toyer abstaining. **Motion** passed unanimously (6-0).

2. Approval of the July 2, 2018 City Council Work Session Minutes.

Motion made by Councilmember Norton, seconded by Councilmember King, to approve the minutes as presented with Councilmember Stevens abstaining. **Motion** passed unanimously (6-0).

Consent

3. Approval of the July 4, 2018 Claims in the Amount of \$1,748,670.03 Paid by EFT Transactions and Check Numbers 125616 through 125770 with Check Number 123412 Voided.
4. Approval of the July 11, 2018 Claims in the Amount of \$561,536.74 Paid by EFT Transactions and Check Number 125771 through 125909 with Check Numbers 123713, 123759 and 125700 Voided.
14. Approval of the July 18, 2018 Claims in the Amount of \$403,761.87 Paid by EFT Transactions and Check Numbers 125910 through 126058 with Check Number 125888 Voided.
16. Approval of the July 20, 2018 Payroll in the Amount of \$1,069,322.46 Paid by EFT Transactions and Check Numbers 31708 through 31745.

Motion made by Councilmember Vaughan, seconded by Councilmember Toyer, to approve the Consent Agenda items 3, 4, 14, and 16. **Motion** passed unanimously (7-0).

Review Bids

5. Consider Awarding the Sunnyside Overlay Contract with SRV Construction, Inc. in the Amount of \$644,702.30 Including Washington State Sales Tax and Approve a Management Reserve of \$64,470.23 for a Total Allocation of \$709,173.53.

Director Nielsen reviewed this item.

Motion made by Councilmember Muller, seconded by Councilmember Toyer, that the Council authorize the Mayor to sign the Sunnyside Overlay Contract with SRV Construction, Inc. in the Amount of \$644,702.30 Including Washington State Sales Tax and Approve a Management Reserve of \$64,470.23 for a Total Allocation of \$709,173.53. **Motion** passed unanimously (7-0).

Public Hearings**New Business**

6. Consider Approving the Renewal Facility Use Agreement with the United States Bankruptcy Court.

Court Administrator Elsner explained that this is for United States Bankruptcy to use the facility through 2018. The City has recently given the bankruptcy court notice that they no longer have the time or the space for them. Their contract will be finished at the end of this year.

Motion made by Councilmember Toyer, seconded by Councilmember James, to authorize the Mayor to sign the Renewal Facility Use Agreement with the United States Bankruptcy Court. **Motion** passed unanimously (7-0).

7. Consider Approving the Waste 2 Resources Local Solid Waste Financial Assistance Agreement No. W2RLSWFA-1719-MaryPW-00105 between the State of Washington Department of Ecology and City of Marysville.

Director Nielsen explained that this work has already been completed, but this agreement would allow for reimbursement through the grant which was held up in the capital budget.

Motion made by Councilmember King, seconded by Councilmember Muller, to authorize the Mayor to sign the Waste 2 Resources Local Solid Waste Financial Assistance Agreement No. W2RLSWFA-1719-MaryPW-00105 between the State of Washington Department of Ecology and City of Marysville. **Motion** passed unanimously (7-0).

8. Consider Approving the Application for Marysville Downtown Merchants Association to Conduct a Special Event on August 10th, August 11th, and August 12, 2018, including the Street Closure of 3rd Street between State Avenue and Alder Avenue, as well as on Columbia Avenue from 2nd Street to 4th Street, as Requested by the Applicant.

Director Koenig reviewed this item.

Motion made by Councilmember James, seconded by Councilmember King, to approve the Application for Marysville Downtown Merchants Association to Conduct a Special Event on August 10th, August 11th, and August 12, 2018, including the Street Closure of 3rd Street between State Avenue and Alder Avenue, as well as on Columbia Avenue from 2nd Street to 4th Street, as Requested by the Applicant. **Motion** passed unanimously (7-0).

DRAFT

11. Consider Approving a Resolution Declaring Certain Items of Property to be Unserviceable and Authorize the Surplus and/or Disposal Thereof.

Chief Smith explained this list of equipment is inoperable, irreparable or obsolete.

Motion made by Councilmember Toyer, seconded by Councilmember Norton, to approve Resolution No. 2449. **Motion** passed unanimously (7-0).

12. Consider Approving the Collective Bargaining Agreement and Authorize the Mayor to Sign the Final Agreement and Final Edits Consistent with the Tentative Agreement.

CAO Hirashima reviewed this item related the collective bargaining agreement.

Motion made by Councilmember King, seconded by Councilmember Stevens, to approve the Collective Bargaining Agreement and Authorize the Mayor to Sign the Final Agreement and Final Edits Consistent with the Tentative Agreement. **Motion** passed unanimously (7-0).

13. Consider Approving the Waste 2 Resources Waste Reduction and Recycling Education Grant Agreement No. W2RWRRED-2019-MaryPW-00017 between the State of Washington Department of Ecology and City of Marysville.

Director Nielsen reviewed this item related to education regarding contamination of recycling.

Motion made by Councilmember Muller, seconded by Councilmember James, to authorize the Mayor to sign the Waste 2 Resources Waste Reduction and Recycling Education Grant Agreement No. W2RWRRED-2019-MaryPW-00017 between the State of Washington Department of Ecology and City of Marysville. **Motion** passed unanimously (7-0).

15. Consider Approving the Purchase of DynaSand Filter Equipment from Parkson Corporation in the Amount of \$156,000.00 including Freight and Washington State Sales Tax and Declaring the Purchase as a Sole Source.

Director Nielsen reviewed this item.

Motion made by Councilmember Vaughan, seconded by Councilmember Muller, to approve the Purchase of DynaSand Filter Equipment from Parkson Corporation in the Amount of \$156,000.00 including Freight and Washington State Sales Tax and Declaring the Purchase as a Sole Source. **Motion** passed unanimously (7-0).

17. Consider Approving an Ordinance Amending the 2017-2018 Biennial Budget and Providing for the Addition to the Pay Classification, Grades, and Ranges as Budgeted for in Ordinance No. 3046.

CAO Hirashima explained that this is the new classification and wage table which supports the Teamster contract approved earlier.

Motion made by Councilmember Toyer, seconded by Councilmember Stevens, to approve Ordinance No. 3098. **Motion** passed unanimously (7-0).

Legal

Mayor's Business

9. Consider Approving Appointments to the Hotel/Motel Committee for 2018-2019.

Motion made by Councilmember James, seconded by Councilmember King, to approve the appointment of Jennifer Caveny, Jesica Stickles, Mary Kirkland, and Mr. Charles Lee to the Hotel/Motel Committee for 2018-2018. **Motion** passed unanimously (7-0).

10. Consider Approving Appointments to the Community and Housing Development Citizen Advisory Committee.

Motion made by Councilmember Toyer, seconded by Councilmember Muller, to approve the appointment of Cassandra Kunselman, Kelly Huestis, Roger Hoen, Mark James, Tom King, Greg Kanehen, Jodi Condyles, Daryn Budy, and Roberto Rivera to the Community and Housing Development Citizen Advisory Committee. **Motion** passed unanimously (7-0).

Other Mayor's Business:

Mayor Nehring reported that he attended the second annual Youth Academy Graduation last Saturday which was a tremendous event. He commended the SRO's and the team for that event.

Staff Business

Chief Smith commended staff for the Youth Academy and graduation event.

Sandy Langdon:

- The financial portion of the audit has been completed. It was a clean audit for the 2017 year.
- Council should have received an invitation for the accountability portion of the audit.

Jon Walker stated the need to discuss two Executive Session items, one related to the purchase of real estate and one related to the performance of a public official expected to last 20 minutes with potential action on both items.

Mayor Nehring suggested that the CPSM study special meeting take place after this meeting recesses, but before the Executive Session to accommodate those who were present for the special meeting. There was no objection to this.

Dave Koenig wished everyone a nice summer break.

Chief McFalls wished everyone a nice break in August.

Jim Ballew:

- He thanked the Council for the spray park which has been absolutely packed this summer.
- The activity at Ebey Waterfront Park has been up considerably. Police have helped considerably with transient activity.
- He reminded the Council about National Night Out on August 7.

Kevin Nielsen gave an update on upcoming construction projects and road closures and detours.

Gloria Hirashima:

- Thanks to the negotiating teams for working out the Teamster agreement.
- Staff is continuing to work on an assessment of insurance options for property liability and employee benefits. They hope to be able to make a recommendation by September or October.
- She commended Connie Mennie for her communication pieces that have been presented to Council and on social media and the website.

Call on Councilmembers

Councilmember Vaughan had no comments.

Councilmember James:

- He attended the Snohomish County Cities meeting where Josh Brown from the Puget Sound Regional Council updated the Vision 2050.
- He commended Connie Mennie and Commander Mark Thomas for their presentation at the library last week.

Councilmember King:

- He has enjoyed the outdoor movies and concerts.
- He gave an update on the Strawberry Festival float parade activities.

Councilmember Stevens had no comments.

Councilmember Toyer had no comments.

Councilmember Muller had no comments.

DRAFT

Councilmember Norton reported that the 4th of July Committee met with parks and police staff. They hope to have a recommendation for Council in September regarding the potential of event.

The meeting recessed at 8:08 p.m. and was followed by the Special Meeting relating to the police study prior to Executive Session.

Council reconvened into Executive Session at 8:40 p.m. and discussed two items with action expected on both. Executive Session was extended 30 minutes.

Executive Session

A. Personnel – one item

B. Real Estate – one item

Executive Session ended and Public Meeting reconvened at 9:30 p.m.

Motion made by Councilmember Muller, seconded by Councilmember Vaughan to authorize the Mayor to sign a purchase and sale contract in regard to 1321 5th Street between City and Mark Christle and Aaron Anderson in the amount of \$345,000.

Motion made by Councilmember Muller, seconded by Councilmember Norton, to authorize the Mayor to sign the sixth amendment to the Chief Administrative Officer Employment Contract, setting salary at \$16,997.96 per month.

Adjournment

The meeting was adjourned at 9:30 p.m.

Approved this _____ day of _____, 2018.

Mayor
Jon Nehring

Index #3

COUNCIL*DRAFT*
MINUTES

Police Study Special Meeting
July 23, 2018

Call to Order / Pledge of Allegiance

Mayor Nehring called the meeting to order at 8:08 p.m.

Roll Call

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

Mayor: Jon Nehring

Council: Mark James, Tom King, Steve Muller, Kamille Norton (President), Michael Stevens, Rob Toyer, and Jeff Vaughan

Absent: None

Also Present: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, City Attorney Jon Walker, Public Relations Administrator Connie Mennie, Community Development Director Dave Koenig, Fire Chief Martin McFalls, and Recording Secretary Laurie Hugdahl.

CPSM (Center for Public Safety Management) Study

CAO Hirashima summarized the process and introduced the study.

Chief Smith commented that the study was very comprehensive and gave a clear picture of workloads and staffing levels. He pointed out some comments in the report including recommendations for improvement in the police department by the consultant including suggestions to pursue the creation, development, and implementation of the Strategic Plan; develop a template to capture additional information from the existing systems and databases; continue to pursue a new public safety building and a new jail; and pursue state or national accreditation. He also reviewed staffing and workload findings and recommendations to add four officers to handle increased demand, a clerical position for the professional standards unit, and one officer to the drug task

DRAFT

force. Internal recommendations were also reviewed. Chief Smith expressed the department's commitment to continue to constantly work to improve as an organization.

Mayor Nehring concurred with Chief Smith and noted he came away from this study feeling even more confident in the work the police are doing.

CAO Hirashima stated the report was reassuring given the path they are already on to rebuild the police station and jail facility.

Chief Smith added that the consultant had pointed out that Marysville is a fine police department and a very forward-thinking jurisdiction in areas such as code enforcement and SRO's. He summarized that he is satisfied with the recommendations.

Motion made by Councilmember King, seconded by Councilmember Toyer, to adjourn the Special Meeting. **Motion** passed unanimously (7-0).

Adjournment

The meeting was adjourned at 8:27 p.m.

Approved this _____ day of _____, 2018.

Mayor
Jon Nehring

Index #4

COUNCIL*DRAFT*
MINUTES

Special Meeting
August 13, 2018

Call to Order / Pledge of Allegiance

Mayor Nehring called the meeting to order at 7:00 p.m. and led those present in the Pledge of Allegiance.

Roll Call

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

Mayor: Jon Nehring

Council: Mark James, Tom King, Kamille Norton (President), Michael Stevens, Rob Toyer, and Jeff Vaughan

Absent: Steve Muller

Also Present: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, City Attorney Jon Walker, Public Relations Administrator Connie Mennie,

Motion made by Councilmember Toyer, seconded by Councilmember Stevens, to approve the agenda. **Motion** passed unanimously (6-0).

Motion made by Councilmember Toyer, seconded by Councilmember James, to excuse the absence of Councilmember Muller. **Motion** passed unanimously (6-0).

Committee Reports

Presentations

Audience Participation

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

Consent

Review Bids**Public Hearings****New Business**

1. Consider Approving an Ordinance Establishing Standards for Disposal of Surplus Personal Property.

City Attorney Walker explained that this will streamline the surplus process. For personal property the department director would make a request and a recommendation which would be reviewed by the Finance Director and City Attorney. It would then be reviewed by the Chief Administrative Officer who would make a recommendation to the Mayor who would ultimately sign off on it. He added that if the item was purchased for utility purposes that would still need to come to Council, and this process would not apply.

Motion made by Councilmember Vaughan, seconded by Councilmember King, to approve Ordinance 3099. **Motion** passed unanimously (6-0).

2. Consider Approving the Professional Services Agreement with Botesch, Nash and Hall Architects, P.S. for Civic Center.

CAO Hirashima reviewed this item related to the Civic Center project. She explained that passage of the criminal justice tax would provide financing for moving the project forward. This contract with consultants will take the City through the construction management process. It would provide for architectural, engineering, and consultant services needed to support the project and stay on the scheduled timeline. Staff is very happy with the working relationship the City has with the consultants and with their experience.

Councilmembers asked general questions about the process and project, and staff responded.

Motion made by Councilmember Stevens, seconded by Councilmember Toyer, to approve the Professional Services Agreement with Botesch, Nash and Hall Architects, P.S. for Civic Center and authorize the Mayor to sign the agreement. **Motion** passed unanimously (6-0).

3. Consider Approving an Ordinance Relating to Contracting Indebtedness; Providing for the Issuance, Sale and Delivery of One or More Series of Limited Tax General Obligation Bonds in the Aggregate Principal Amount not to Exceed \$32,000,000 to Provide Funds Necessary to Pay or Reimburse Costs of Financing the Downtown Civic Campus project, Including the Design and

DRAFT

Construction of a New Public Safety Building, Municipal Court, City Hall and other City facilities, and other Capital Improvements within the City; Fixing or Setting Parameters with Respect to Certain Terms and Covenants of the Bonds; Appointing the City's Designated Representative to Approve the Final Terms of the Sale of the Bonds; Creating a Special Fund for the Payment of the Bonds; and Providing for Other Related Matters.

Finance Director Langdon explained that this is the bond to get the City started on the building. The City is not bonding the full amount because we are using capital reserves, contribution from Utilities for part of the building and the sale of other properties to make up the difference. They hope to get in before the feds raise rates on September 26. This will help to keep costs down.

Motion made by Councilmember Toyer, seconded by Councilmember King, to approve Ordinance 3100. **Motion** passed unanimously (6-0).

Legal

Mayor's Business

Mayor Nehring thanked the Council for adjusting their schedules to attend this meeting on short notice. He also thanked staff for their work on this important project.

Staff Business

Chief Smith:

- He commented that he is excited for this project, and he believes it will be good for the City, especially in the long-term.
- Coffee with a Cop will be held on Wednesday morning at 9:30 at Haggan's.

Sandy Langdon:

- She agreed that this is a very exciting project.
- The auditors left last week and will be coming back for a meeting in September or October.

Jon Walker stated the need for one Executive Session item regarding the acquisition of real estate with no action expected.

Gloria Hirashima thanked the Council for their action tonight which will enable the process to move forward. She agreed it is very exciting. They are proud of the community for supporting this effort. There will be a public meeting scheduled in September as part of the public engagement process.

Call on Councilmembers

DRAFT

Jeff Vaughan recalled the City's vision for this project over the years. He expressed appreciation to the Mayor and staff for their hard work on this and to the press for helping to get the word out. He is very excited about it.

Mark James stated he is also very excited about this opportunity to create a landmark for the community.

Tom King:

- He is also excited about this project.
- He attended the last Coffee with a Cop up at the Creamery which had a good turnout. He expressed appreciation to Chief Smith and the officers for making this possible.

Michael Stevens spoke in support of the project.

Rob Toyer also spoke in support of the project. He hopes schools will be the next big project.

Kamille Norton thanked staff for working so hard on this. She agreed it is very exciting. She is looking forward to having a finished product that the community can be proud of. She is happy to take the Council's role and responsibility for public safety to the next level with this project.

Council recessed at 7:44 p.m. for one minute before reconvening into Executive Session at 7:45 p.m. to address one item regarding the acquisition of real estate with no action expected.

Executive Session

Real Estate – one item

Adjournment

The meeting was adjourned at 7:55 p.m.

Approved this _____ day of _____, 2018.

Mayor
Jon Nehring

Index #9

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 10, 2018

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the August 15, 2018 claims in the amount of \$136,892.26 paid by EFT transactions and Check No.'s 126562 through 126614 with Check No. 123863 voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-8

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$136,892.26 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 126562 THROUGH 126614 WITH CHECK NO. 123863 VOIDED**. ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **10th DAY OF SEPTEMBER 2018**.

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/9/2018 TO 8/15/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
126562	ALTITUDE TRAMPOLINE	SUMMER DAY CAMP - JULY 18, 201	RECREATION SERVICES	169.10
	ALTITUDE TRAMPOLINE	SUMMER DAY CAMP - AUGUST 1, 20	RECREATION SERVICES	240.02
126563	APPLY-A-LINE LLC	PAY ESTIMATE # 1	CITY STREETS	-4,469.97
	APPLY-A-LINE LLC		TRAFFIC CONTROL DEVICES	89,399.43
126564	BANKS, SUSAN GAYLE	INSTRUCTOR SERVICES	COMMUNITY CENTER	159.60
126565	BRENNAN, SHANNON		COMMUNITY CENTER	45.00
	BRENNAN, SHANNON		COMMUNITY CENTER	243.00
126566	CRIMINAL INVESTIGATI	REPLENISH INVESTIGATION FUND	POLICE INVESTIGATION	1,000.00
126567	DANGER, DARREL	UB REFUND	WATER/SEWER OPERATION	49.53
126568	DAVIDSON, JENNA	PARKS REFUND	PARKS-RECREATION	159.00
126569	DEFENDERS - PERMITS	REFUND ELECTRICAL PERMIT FEE	COMMUNITY DEVELOPMENT	800.00
126570	DICKINSON, JESSIE	PARKS REFUND	PARKS-RECREATION	210.00
126571	DOOP, DAVID	EXPENSE REIMBURSEMENT	ENGR-GENL	10.00
126572	DRUG BUY FUND	REPLENISH DRUG BUY FUND	POLICE PATROL	5,230.00
126573	ELLINGWOOD, KEITH &	UB REFUND	WATER/SEWER OPERATION	22.98
126574	EMOND, KELSEY	PARKS REFUND	PARKS-RECREATION	159.00
126575	EYRE, JACOB	UB REFUND	WATER/SEWER OPERATION	169.57
126576	FRONTIER COMMUNICATI	LOCAL & LONG DISTANCE CHARGES	CITY CLERK	9.02
	FRONTIER COMMUNICATI		CRIME PREVENTION	9.02
	FRONTIER COMMUNICATI		COMMUNITY CENTER	9.02
	FRONTIER COMMUNICATI		SOLID WASTE CUSTOMER EX	9.02
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	9.02
	FRONTIER COMMUNICATI		PURCHASING/CENTRAL STOF	9.02
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	18.04
	FRONTIER COMMUNICATI		COMMUNITY SERVICES UNIT	27.06
	FRONTIER COMMUNICATI		PROPERTY TASK FORCE	27.06
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERH	27.06
	FRONTIER COMMUNICATI		WATER QUAL TREATMENT	27.06
	FRONTIER COMMUNICATI		PERSONNEL ADMINISTRATIO	36.08
	FRONTIER COMMUNICATI		STORM DRAINAGE	36.08
	FRONTIER COMMUNICATI		FINANCE-GENL	45.10
	FRONTIER COMMUNICATI		LEGAL - PROSECUTION	45.10
	FRONTIER COMMUNICATI		YOUTH SERVICES	45.10
	FRONTIER COMMUNICATI		RECREATION SERVICES	45.10
	FRONTIER COMMUNICATI		LEGAL-GENL	45.10
	FRONTIER COMMUNICATI		EQUIPMENT RENTAL	45.10
	FRONTIER COMMUNICATI		COMPUTER SERVICES	63.19
	FRONTIER COMMUNICATI		EXECUTIVE ADMIN	72.16
	FRONTIER COMMUNICATI		POLICE ADMINISTRATION	72.16
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	72.16
	FRONTIER COMMUNICATI		UTILITY BILLING	72.16

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/9/2018 TO 8/15/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
126576	FRONTIER COMMUNICATI	LOCAL & LONG DISTANCE CHARGES	POLICE INVESTIGATION	81.18
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	90.20
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	108.24
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	108.24
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	117.26
	FRONTIER COMMUNICATI		ENGR-GENL	144.32
	FRONTIER COMMUNICATI		UTIL ADMIN	144.32
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	189.42
	FRONTIER COMMUNICATI		POLICE PATROL	423.95
126577	GENERAL STOREFRONTS	INSTALL HANDICAP DOOR OPENER -	CITY HALL	3,158.45
126578	GOBLIRSCH, HEATHER	PARKS REFUND	PARKS-RECREATION	159.00
126579	HARVEY, TOMMY & DEBR	UB REFUND	WATER/SEWER OPERATION	140.34
126580	HENNIG, JEANINE TULL	INSTRUCTOR SERVICES	RECREATION SERVICES	19.20
	HENNIG, JEANINE TULL		RECREATION SERVICES	38.40
	HENNIG, JEANINE TULL		RECREATION SERVICES	54.00
	HENNIG, JEANINE TULL		RECREATION SERVICES	57.60
	HENNIG, JEANINE TULL		RECREATION SERVICES	115.20
126581	HERMOSILLO, LORENA	PARKS REFUND	PARKS-RECREATION	25.00
126582	HERNANDEZ, JONATHAN		PARKS-RECREATION	65.00
126583	HOWELL, JAMIE	RENTAL DEPOSIT REFUND	GENERAL FUND	250.00
126584	IRISH, JANET	PARKS REFUND	PARKS-RECREATION	150.00
126585	JENKINS, SHAWN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
126586	JERDE, ANDREW	UB REFUND	WATER/SEWER OPERATION	132.38
126587	KNEBEL COMPANY	ASBESTOS TESTING	GMA - STREET	1,455.00
	KNEBEL COMPANY		GMA - STREET	2,535.00
126588	KUNG FU 4 KIDS	INSTRUCTOR SERVICES	RECREATION SERVICES	62.30
	KUNG FU 4 KIDS		RECREATION SERVICES	83.30
	KUNG FU 4 KIDS		RECREATION SERVICES	99.40
	KUNG FU 4 KIDS		RECREATION SERVICES	104.30
	KUNG FU 4 KIDS		RECREATION SERVICES	104.30
	KUNG FU 4 KIDS		RECREATION SERVICES	104.30
	KUNG FU 4 KIDS		RECREATION SERVICES	416.50
126589	KUSTOM SIGNALS INC	RADAR REPAIR	POLICE PATROL	279.97
	KUSTOM SIGNALS INC		POLICE PATROL	393.48
126590	LAYCOCK, JEFF	MEAL REIMBURSEMENT	ENGR-GENL	15.00
126591	MAHLUM, DON	PARKS REFUND	PARKS-RECREATION	150.00
	MAHLUM, DON		PARKS-RECREATION	150.00
126592	MALAREK, HARRAL		PARKS-RECREATION	150.00
	MALAREK, HARRAL		PARKS-RECREATION	150.00
126593	MARKEZINIS, MATTHEW	UB REFUND	WATER/SEWER OPERATION	144.28
126594	MORENO, ARNOLD	INSTRUCTOR SERVICES	RECREATION SERVICES	73.50

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/9/2018 TO 8/15/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
126594	MORENO, ARNOLD	INSTRUCTOR SERVICES	RECREATION SERVICES	113.40
	MORENO, ARNOLD		RECREATION SERVICES	140.00
	MORENO, ARNOLD		RECREATION SERVICES	151.20
	MORENO, ARNOLD		RECREATION SERVICES	224.00
	MORENO, ARNOLD		RECREATION SERVICES	224.00
	MORENO, ARNOLD		RECREATION SERVICES	226.80
	MORENO, ARNOLD		RECREATION SERVICES	1,751.40
126595	PARKINSON, JEN	PARKS REFUND	PARKS-RECREATION	120.00
	PARKINSON, JEN		PARKS-RECREATION	120.00
126596	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	63.20
	PGC INTERBAY LLC		PRO-SHOP	217.74
	PGC INTERBAY LLC		MAINTENANCE	228.56
	PGC INTERBAY LLC		PRO-SHOP	255.00
	PGC INTERBAY LLC		PRO-SHOP	390.22
	PGC INTERBAY LLC		MAINTENANCE	403.56
	PGC INTERBAY LLC		PRO-SHOP	409.40
	PGC INTERBAY LLC		MAINTENANCE	409.95
	PGC INTERBAY LLC		MAINTENANCE	484.47
	PGC INTERBAY LLC		PRO-SHOP	690.15
	PGC INTERBAY LLC		PRO-SHOP	791.51
	PGC INTERBAY LLC		MAINTENANCE	1,360.26
	PGC INTERBAY LLC		MAINTENANCE	1,371.93
	PGC INTERBAY LLC		MAINTENANCE	2,100.00
	PGC INTERBAY LLC		GOLF COURSE	4,083.50
	PGC INTERBAY LLC		GOLF COURSE	10,554.45
126597	PUD	ACCT # 2010-4638-0	PARK & RECREATION FAC	63.72
126598	RAY, SCOTT	UB REFUND	WATER/SEWER OPERATION	25.00
126599	RAY, SCOTT		WATER/SEWER OPERATION	25.00
126600	ROMANO, NASHLA		WATER/SEWER OPERATION	51.39
126601	SAFEWAY INC.	SUPPLY REIMBURSEMENT	COMMUNITY CENTER	5.44
	SAFEWAY INC.		RECREATION SERVICES	17.90
	SAFEWAY INC.		OPERA HOUSE	24.97
	SAFEWAY INC.		RECREATION SERVICES	35.30
	SAFEWAY INC.		RECREATION SERVICES	87.31
126602	SOULEK, JACKIE	PARKS REFUND	PARKS-RECREATION	15.00
126603	STEELE, ERICA	MILEAGE REIMBURSEMENT	EXECUTIVE ADMIN	21.20
126604	STRAWBERRY LANES	SUMMER DAY CAMP - JULY 6, 2018	RECREATION SERVICES	84.50
	STRAWBERRY LANES	INSTRUCTOR SERVICES	RECREATION SERVICES	98.00
	STRAWBERRY LANES		RECREATION SERVICES	140.88
	STRAWBERRY LANES		RECREATION SERVICES	171.50
126605	THE RENTAL CONNECTIO	UB REFUND	GARBAGE	113.79

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/9/2018 TO 8/15/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
126606	TOCCO, LEAH	SUPPLY REIMBURSEMENT	EXECUTIVE ADMIN	226.13
126607	TRANSPORTATION, DEPT	GOOD TO GO	POLICE TRAINING-FIREARMS	9.50
126608	TYO, MEGAN	PARKS REFUND	PARKS-RECREATION	210.00
	TYO, MEGAN		PARKS-RECREATION	225.00
126609	UNDERWOOD, MARK	UB REFUND	GARBAGE	731.14
126610	VILLAS, JOSEPH		WATER/SEWER OPERATION	44.86
126611	WALLING, KATHLEEN A		WATER/SEWER OPERATION	22.00
126612	WARD, CARLA	PARKS REFUND	PARKS-RECREATION	159.00
126613	WONG, PAK KEUNG & JO	UB REFUND	WATER/SEWER OPERATION	121.26
126614	YAMAHA MOTOR CORP	GOLF CART LEASE M14087940	GOLF ADMINISTRATION	1,264.19

WARRANT TOTAL:			<u>137,692.26</u>
CHECK #123863	CHECK LOST IN MAIL		(800.00)
			<u>136,892.26</u>

REASON FOR VOIDS:
 UNCLAIMED PROPERTY
 INITIATOR ERROR
 WRONG VENDOR
 CHECK LOST/DAMAGED IN MAIL

Index #10

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 10, 2018

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

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the August 20, 2018 payroll in the amount \$1,050,757.74, paid by EFT Transactions and Check No.'s 31789 through 31822 with Check No. 31604 voided and reissued with Check No. 31788.

COUNCIL ACTION:

Index #11

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 10, 2018

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the August 22, 2018 claims in the amount of \$1,104,664.75 paid by EFT transactions and Check No.'s 126615 through 126818.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-8

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$1,104,664.75 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 126615 THROUGH 126818.** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **10th DAY OF SEPTEMBER 2018.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/16/2018 TO 8/22/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
126615	REVENUE, DEPT OF	SALES & USE TAX JULY 2018	COMMUNITY DEVELOPMENT-	2.46
	REVENUE, DEPT OF		RECREATION SERVICES	24.91
	REVENUE, DEPT OF		POLICE ADMINISTRATION	27.67
	REVENUE, DEPT OF		CITY STREETS	48.02
	REVENUE, DEPT OF		INFORMATION SERVICES	56.67
	REVENUE, DEPT OF		GENERAL FUND	467.13
	REVENUE, DEPT OF		WATER/SEWER OPERATION	540.74
	REVENUE, DEPT OF		GOLF ADMINISTRATION	1,179.36
	REVENUE, DEPT OF		STORM DRAINAGE	5,145.66
	REVENUE, DEPT OF		GOLF COURSE	17,135.54
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	21,809.19
	REVENUE, DEPT OF		UTIL ADMIN	61,464.80
126616	ACEVES JR, ROBERTO	UB REFUND	WATER/SEWER OPERATION	39.86
126617	ADVANTAGE BUILDING S	JANITORIAL SERVICES	WATER FILTRATION PLANT	84.84
	ADVANTAGE BUILDING S		SUNNYSIDE FILTRATION PLAI	394.10
	ADVANTAGE BUILDING S		COMMUNITY CENTER	848.41
	ADVANTAGE BUILDING S		UTIL ADMIN	848.41
	ADVANTAGE BUILDING S		COURT FACILITIES	1,272.61
	ADVANTAGE BUILDING S		CITY HALL	1,272.61
	ADVANTAGE BUILDING S		WASTE WATER TREATMENT F	1,660.32
	ADVANTAGE BUILDING S		MAINT OF GENL PLANT	1,696.70
	ADVANTAGE BUILDING S		PUBLIC SAFETY BLDG	1,873.16
	ADVANTAGE BUILDING S		PARK & RECREATION FAC	3,817.82
126618	ALPHA COURIER INC	COURIER SERVICES	WASTE WATER TREATMENT F	44.20
126619	ALS TRUCK PARTS	CREDIT ISSUED FOR INVOICE 2582	EQUIPMENT RENTAL	-606.65
	ALS TRUCK PARTS	BARE DASH, USED COMPLETE DASHB	EQUIPMENT RENTAL	600.05
	ALS TRUCK PARTS		EQUIPMENT RENTAL	606.65
126620	AMERICAN CLEANERS	DRY CLEANING SERVICES	YOUTH SERVICES	8.62
	AMERICAN CLEANERS		OFFICE OPERATIONS	30.17
	AMERICAN CLEANERS		DETENTION & CORRECTION	81.89
	AMERICAN CLEANERS		POLICE ADMINISTRATION	102.54
	AMERICAN CLEANERS		POLICE PATROL	127.61
126621	AMERICAN PLANNING	APA MEMBERSHIP - GLORIA HIRASH	EXECUTIVE ADMIN	698.00
126622	ANDES LAND SURVEY	PROFESSIONAL SERVICES	GMA-PARKS	1,080.00
126623	APPLIED INDUSTRIAL T	3/4 & 5/8 HUBS - #TM022	SMALL ENGINE SHOP	84.32
126624	APWA	2018 FALL CONFERENCE - KYLE WO	ENGR-GENL	445.00
126625	ARAMARK UNIFORM	UNIFORM CLEANING	SMALL ENGINE SHOP	6.55
	ARAMARK UNIFORM		SMALL ENGINE SHOP	6.55
	ARAMARK UNIFORM	LINEN SERVICE - OPERA HOUSE	OPERA HOUSE	68.99
	ARAMARK UNIFORM	UNIFORM CLEANING	EQUIPMENT RENTAL	70.75
	ARAMARK UNIFORM		EQUIPMENT RENTAL	70.75

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/16/2018 TO 8/22/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
126626	ARBOR DAY FOUNDATION	MEMBERSHIP RENEWAL	PARK & RECREATION FAC	25.00
126627	ASSOC OF SHERIFFS	DUES - R. LAMOUREUX	POLICE ADMINISTRATION	75.00
126628	BANK OF AMERICA	PARKING REIMBURSEMENT	EXECUTIVE ADMIN	3.00
126629	BANK OF AMERICA	SUPPLY REIMBURSEMENT	SOLID WASTE OPERATIONS	63.29
126630	BANK OF AMERICA	FUEL/LICENSE REIMBURSEMENT	STORM DRAINAGE	1.50
	BANK OF AMERICA		STORM DRAINAGE	41.92
	BANK OF AMERICA		EQUIPMENT RENTAL	46.75
126631	BANK OF AMERICA	MEAL REIMBURSEMENT	POLICE TRAINING-FIREARMS	92.17
126632	BANK OF AMERICA	SUPPLY REIMBURSEMENT	PROBATION	58.65
	BANK OF AMERICA		MUNICIPAL COURTS	193.32
126633	BANK OF AMERICA	EMBEDDED SOCIAL WORKER	EMBEDDED SOCIAL WORKER	269.09
126634	BANK OF AMERICA	POSTAGE/TRAINING REIMBURSEMENT	COMMUNITY DEVELOPMENT-	280.00
126635	BANK OF AMERICA	YOUTH ACADEMY MEALS	YOUTH SERVICES	319.12
126636	BANK OF AMERICA	SUPPLY REIMBURSEMENT	PERSONNEL ADMINISTRATIO	27.28
	BANK OF AMERICA		PARK & RECREATION FAC	40.91
	BANK OF AMERICA		PARK & RECREATION FAC	56.41
	BANK OF AMERICA		OPERA HOUSE	123.53
	BANK OF AMERICA		RECREATION SERVICES	176.68
126637	BANK OF AMERICA		CITY COUNCIL	35.00
	BANK OF AMERICA		EXECUTIVE ADMIN	402.40
126638	BANK OF AMERICA	TRAVEL/SUPPLY REIMBURSEMENT	FINANCE-GENL	8.95
	BANK OF AMERICA		COMPUTER SERVICES	30.90
	BANK OF AMERICA		CITY COUNCIL	161.53
	BANK OF AMERICA		CITY CLERK	298.80
126639	BANK OF AMERICA	TRAINING REIMBURSEMENT	FINANCE-GENL	200.00
	BANK OF AMERICA		CITY COUNCIL	400.00
126640	BANK OF AMERICA	YOUTH ACADEMY MEALS	YOUTH SERVICES	641.95
126641	BANK OF AMERICA	SUPPLY REIMBURSEMENT	OFFICE OPERATIONS	50.00
	BANK OF AMERICA		DETENTION & CORRECTION	643.57
126642	BANK OF AMERICA		PERSONNEL ADMINISTRATIO	288.00
	BANK OF AMERICA		PERSONNEL ADMINISTRATIO	436.31
126643	BANK OF AMERICA		PARK & RECREATION FAC	-0.54
	BANK OF AMERICA		RECREATION SERVICES	30.62
	BANK OF AMERICA		OPERA HOUSE	45.00
	BANK OF AMERICA		COMMUNITY EVENTS	45.83
	BANK OF AMERICA		EXECUTIVE ADMIN	65.72
	BANK OF AMERICA		RECREATION SERVICES	163.78
	BANK OF AMERICA		RECREATION SERVICES	490.88
126644	BANK OF AMERICA	TRAVEL REIMBURSEMENT	POLICE TRAINING-FIREARMS	-55.36
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	-20.00
	BANK OF AMERICA		YOUTH SERVICES	984.64

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/16/2018 TO 8/22/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
126645	BANK OF AMERICA	TRAVEL/SUPPLY REIMBURSEMENT	ROADWAY MAINTENANCE	131.91
	BANK OF AMERICA		UTIL ADMIN	340.00
	BANK OF AMERICA		UTIL ADMIN	499.49
126646	BAZILE, AMY	UB REFUND	WATER/SEWER OPERATION	43.33
126647	BEACH STREET TOPSOIL	1 YD TOPSOIL	WATER DIST MAINS	32.68
126648	BICKFORD FORD	2018 FORD POLICE INTERCEPTOR #	EQUIPMENT RENTAL	41,147.62
	BICKFORD FORD		EQUIPMENT RENTAL	41,147.62
	BICKFORD FORD		EQUIPMENT RENTAL	41,147.62
	BICKFORD FORD		EQUIPMENT RENTAL	41,147.62
126649	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	2,047.05
	BILLING DOCUMENT SPE	TRANSACTION FEES	UTILITY BILLING	2,362.16
126650	BLUETARP FINANCIAL	22120 PUMP ROLLER 150 PSI - #T	SMALL ENGINE SHOP	166.42
	BLUETARP FINANCIAL	HONDA GX160 160CC OHV TANK #TM	SMALL ENGINE SHOP	338.64
126651	BOTESCH, NASH & HALL	PROFESSIONAL SERVICES - CITY C	NON-DEPARTMENTAL	12,290.00
126652	BOYD, RAE	INMATE MEDICAL	DETENTION & CORRECTION	1,300.00
126653	CADMAN MATERIALS INC	5.10 TON MOD B ASPHALT	WATER SERVICES	629.40
126654	CANO, SILES	PARKS REFUND	PARKS-RECREATION	97.00
126655	CAPTAIN DIZZYS EXXON	CAR WASHES	POLICE PATROL	337.50
126656	CARDWELL, IRATXE	INTERPRETER SERVICES	COURTS	100.00
	CARDWELL, IRATXE		COURTS	200.00
126657	CARLSON, DARREN	UB REFUND	WATER/SEWER OPERATION	88.46
126658	CENTRAL WELDING SUPP	COR-TOUCH GLOVES, EAR PLUGS	ER&R	53.41
	CENTRAL WELDING SUPP	(3) CO2 TANK REFILLS	WATER/SEWER OPERATION	68.34
	CENTRAL WELDING SUPP	PADLOCKS, POP-UP WIPERS, RESPI	ER&R	809.13
126659	CHAMPION BOLT	MISC. SCREWS, NUTS, WASHERS	SEWER LIFT STATION	34.15
126660	CHEMTRADE CHEMICALS	4,400 GALLONS ALUMINUM SULFATE	WASTE WATER TREATMENT F	4,153.13
126661	CHUL JOON KIM	INTERPRETER SERVICES	COURTS	125.00
126662	COASTAL FARM & HOME	6 POLE TRAILER CONNECTORS	ROADSIDE VEGETATION	17.43
	COASTAL FARM & HOME	REPLACEMENT JEANS - GABE LANCE	UTIL ADMIN	28.79
	COASTAL FARM & HOME	ROUND UP & CROSSBOW HERBICIDES	STORM DRAINAGE	263.98
	COASTAL FARM & HOME	(2) GAME CAMERAS, (2) SECURITY	SOURCE OF SUPPLY	606.51
126663	COMCAST	CABLE SERVICE - KBCC	COMMUNITY CENTER	50.99
126664	CONNELL, SHAWNA	PARKS REFUND	PARKS-RECREATION	34.00
126665	COOP SUPPLY	10'6" TOP RAIL	WATER DIST MAINS	14.17
	COOP SUPPLY	ANT/ROACH SPRAY	CITY HALL	17.97
	COOP SUPPLY	AVIATION SNIP, HARDWARE CLOTH	WATER RESERVOIRS	18.53
	COOP SUPPLY	TIE WIRE	PARK & RECREATION FAC	26.83
	COOP SUPPLY	K9 SUPPLIES	K9 PROGRAM	44.69
	COOP SUPPLY	BACKPACK WEED SPRAYER	WASTE WATER TREATMENT F	109.09
	COOP SUPPLY	DOG FOOD	K9 PROGRAM	195.27
126666	CORE & MAIN LP	SOFT K COPPER TUBE 60'	WATER SERVICE INSTALL	480.47

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/16/2018 TO 8/22/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
126667	COSTLESS SENIOR SRVC	INMATE MEDICAL SUPPLIES	DETENTION & CORRECTION	295.38
126668	COUNTRY GREEN TURF	(2) 25LB BAGS GRASS SEED	WATER DIST MAINS	123.29
126669	CTS LANGUAGE LINK	INTERPRETER SERVICES	COURTS	6.29
	CTS LANGUAGE LINK		COURTS	32.96
126670	CUMMINS NORTHWEST	REPAIR GENERATOR	WASTE WATER TREATMENT F	1,356.25
	CUMMINS NORTHWEST		WASTE WATER TREATMENT F	3,651.31
126671	DATEC, INC	GOBIS METER READER TOUGHBOOK U	METER READING	298.93
	DATEC, INC	GOBIS-METER READER TOUGHBOOK U	METER READING	298.93
126672	DAVIS DOOR	PREVENTATIVE MAINTENANCE	MAINT OF GENL PLANT	4,721.47
126673	DELL	WARRANTY EXTENSION FOR CAMERA	COMPUTER SERVICES	1,801.99
126674	DIAMOND B CONSTRUCT	REPLACED REMOTE SENSOR ON T-ST	UTIL ADMIN	557.68
	DIAMOND B CONSTRUCT	SERVICE CALL - PSB	PUBLIC SAFETY BLDG	654.10
	DIAMOND B CONSTRUCT	REPLACED T-STAT, CLEAN COOLING	PUBLIC SAFETY BLDG	1,154.17
	DIAMOND B CONSTRUCT	INSTALLED NEW RETURN AIR DUCT	PUBLIC SAFETY BLDG	2,303.45
126675	DICKS TOWING	TOWING EXPENSE MP18-40566	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE MP18-41225	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE MP18-41857	POLICE PATROL	43.64
126676	DUNLAP INDUSTRIAL	TUBE, AIR PURGE BUBBLE	SMALL ENGINE SHOP	32.36
	DUNLAP INDUSTRIAL	CAP	PARK & RECREATION FAC	35.21
126677	DWAYNE LANES DODGE	DIAGNOSTIC TROUBLE SHOOTING	EQUIPMENT RENTAL	745.65
126678	E&E LUMBER	BRASS PARTS FOR THERMO TORCH	TRAFFIC CONTROL DEVICES	5.00
	E&E LUMBER	WASP & HORNET SPRAY	STORM DRAINAGE	5.46
	E&E LUMBER	PLUNGER	PARK & RECREATION FAC	8.89
	E&E LUMBER	WOOD PANEL	PARK & RECREATION FAC	10.26
	E&E LUMBER	BOLT, PLATE	PARK & RECREATION FAC	10.76
	E&E LUMBER	BLACK PAINT	PARK & RECREATION FAC	11.51
	E&E LUMBER	BATTERY	PARK & RECREATION FAC	14.17
	E&E LUMBER	ANT/ROACH SPRAY, 3 PC WIRE BRU	CITY HALL	16.29
	E&E LUMBER	MISC. FASTENERS	MAINT OF GENL PLANT	17.45
	E&E LUMBER	PRO CONTRACTOR BAGS	UTIL ADMIN	18.10
	E&E LUMBER	PAINT SUPPLIES	PARK & RECREATION FAC	18.75
	E&E LUMBER	AEROSOL LUBRICANT	PARK & RECREATION FAC	18.84
	E&E LUMBER	(6) REDI MIX CONCRETE	ROADWAY MAINTENANCE	20.69
	E&E LUMBER	COUNTERSINK	PARK & RECREATION FAC	22.95
	E&E LUMBER	BITS & FASTENERS	PARK & RECREATION FAC	23.09
	E&E LUMBER	STAKES, TAPE	PARK & RECREATION FAC	25.45
	E&E LUMBER	BRUSHES	PARK & RECREATION FAC	29.23
	E&E LUMBER	BITS, HASP, FASTENERS	PARK & RECREATION FAC	32.25
	E&E LUMBER	BLUE MASKING TAPE, DUCT TAPE	PARK & RECREATION FAC	41.80
	E&E LUMBER	LUMBER	PARK & RECREATION FAC	58.54
	E&E LUMBER	BRASS PARTS, BALL VALVE	ROADWAY MAINTENANCE	66.34

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/16/2018 TO 8/22/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
126678	E&E LUMBER	TIE DOWNS	PARK & RECREATION FAC	98.41
	E&E LUMBER	(8) BOXES 32 GAL TRASH BAGS	ROADSIDE VEGETATION	100.46
	E&E LUMBER	1/4 HP SUMP PUMP, VINYL TUBING	WASTE WATER TREATMENT F	141.68
	E&E LUMBER	WHITE RAGS, SPIDER SPRAY, ANT/	ER&R	170.07
	E&E LUMBER	STAIN & SUPPLIES	PARK & RECREATION FAC	275.30
	E&E LUMBER	PAINT & SUPPLIES	PARK & RECREATION FAC	647.73
126679	EAGLE FENCE	INSTALL 6' BLACK CHAIN LINK FE	UTIL ADMIN	2,510.72
126680	EIJKELKAMP NORTH AME	RAPIDCAL CALIBRATION LIQUID	WATER/SEWER OPERATION	-7.02
	EIJKELKAMP NORTH AME		STORM DRAINAGE	84.16
126681	EMERALD SERVICES INC	OIL REMOVAL-1404 5TH ST	NON-DEPARTMENTAL	221.08
126682	EMME, KYLA	MILEAGE REIMBURSEMENT	EXECUTIVE ADMIN	38.14
126683	ENERSPECT MEDICAL	AED SUPPLIES	EXECUTIVE ADMIN	2,175.15
126684	EVIDENT, INC.	EVIDENCE SUPPLIES	GENERAL FUND	-18.03
	EVIDENT, INC.		POLICE PATROL	216.14
126685	EYMAN, MALCOM	PARKS REFUND	PARKS-RECREATION	77.00
126686	FAST WATER HEATER	REFUND - OVERPAYMENT ON PERMIT	NON-BUS LICENSES AND PEF	1,363.00
126687	FIRE PROTECTION INC	SECURITY ALARM MONITORING	MAINT OF GENL PLANT	204.00
126688	FOSTER PEPPER PLLC	CONFERENCE REGISTRATION - TERI	PERSONNEL ADMINISTRATIOI	220.00
126689	FRED MEYER	PHONE CHARGER CABLES	WATER SERVICES	76.33
126690	FRONTIER COMMUNICATI	ACCT #36065894930725005	POLICE INVESTIGATION	31.61
	FRONTIER COMMUNICATI		RECREATION SERVICES	31.61
	FRONTIER COMMUNICATI	ACCT #36065150331108105	EXECUTIVE ADMIN	34.00
	FRONTIER COMMUNICATI	ACCT #36065347410509955	WASTE WATER TREATMENT F	53.58
	FRONTIER COMMUNICATI	ACCT #36065809240222175	PUBLIC SAFETY BLDG	59.31
	FRONTIER COMMUNICATI	ACCT #42533599120718175	SUNNYSIDE FILTRATION PLAI	63.75
	FRONTIER COMMUNICATI	ACCT #36065372080111165	OPERA HOUSE	81.98
	FRONTIER COMMUNICATI	ACCT #36065852920604075	PERSONNEL ADMINISTRATIOI	86.00
	FRONTIER COMMUNICATI	ACCT #36065755320112185	OPERA HOUSE	118.34
	FRONTIER COMMUNICATI	ACCT #42533578930731175	SUNNYSIDE FILTRATION PLAI	212.27
	FRONTIER COMMUNICATI	ACCT #36065852920604075	MUNICIPAL COURTS	257.50
126691	GALLS, LLC	UNIFORMS - BURTIS	DETENTION & CORRECTION	114.77
126692	GOBLE SAMPSON ASSOC	QDOS PUMP HEADS	WASTE WATER TREATMENT F	3,008.62
126693	GRAHAM, DUSTIN	UB REFUND	WATER/SEWER OPERATION	28.67
126694	GRAINGER	ADHESIVE FABRIC BANDAGES	ER&R	6.04
	GRAINGER	BANDAGES	ER&R	15.31
	GRAINGER	SANITIZER WIPES	ER&R	18.01
	GRAINGER	FIRST AID SUPPLIES	ER&R	22.27
	GRAINGER	1000 LUME TACTICAL FLASHLIGHTS	STORM DRAINAGE	88.40
	GRAINGER		SEWER MAIN COLLECTION	88.40
	GRAINGER	MISC. FIRST AID SUPPLIES	ER&R	252.30
	GRAINGER	(3) CASES SUGAR FREE DRINK MIX	MAINT OF GENL PLANT	297.60

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/16/2018 TO 8/22/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
126694	GRAINGER	SPLINTER OUT REMOVER, TRASH GR	ER&R	343.78
126695	GRANITE CONST	7.52 TONS MOD B ASPHALT	WASTE WATER TREATMENT F	432.40
126696	GRAVITY PAYMENTS	PAYMENT PROCESSING FEES JULY 2	UTILITY BILLING	10,961.66
126697	GREENSHIELDS	CREDIT	PARK & RECREATION FAC	-50.11
	GREENSHIELDS	HYDRAULIC QUICK DISCONNECT COU	EQUIPMENT RENTAL	28.07
	GREENSHIELDS	NOZZLE	PARK & RECREATION FAC	50.11
	GREENSHIELDS	NOZZLES	PARK & RECREATION FAC	93.49
	GREENSHIELDS	TEFLON HOSE	EQUIPMENT RENTAL	112.42
	GREENSHIELDS	(3) ASPHALT CUTTERS	WATER DIST MAINS	292.90
126698	HACH COMPANY	N-AMMONIA REAGENT SETS 50 TEST	WASTE WATER TREATMENT F	132.87
126699	HAGGEN INC.	MEAL REIMBURSEMENT	ROADWAY MAINTENANCE	16.35
	HAGGEN INC.		STORM DRAINAGE	16.35
	HAGGEN INC.		SOURCE OF SUPPLY	87.19
126700	HAMBLÉN & SONS	GAS LINE/SHUT OFF VALVE FOR BB	MAINT OF GENL PLANT	652.42
126701	HB JAEGER COMPANY	METER BOXES, METER LIDS	WATER SERVICE INSTALL	656.67
	HB JAEGER COMPANY	TYPE K COPPER TUBING	WATER/SEWER OPERATION	1,559.26
126702	HD FOWLER COMPANY	3" RUBBER GASKET FOR ALUM VALV	WASTE WATER TREATMENT F	4.42
	HD FOWLER COMPANY	RED GASKETS FOR ALUM TANK VALV	WASTE WATER TREATMENT F	10.28
	HD FOWLER COMPANY	36" HANDPUMP, MANHOLE HOOK	WATER DIST MAINS	88.83
	HD FOWLER COMPANY	1" RESETTERS	WATER SERVICE INSTALL	557.57
126703	HDR ENGINEERING	PROFESSIONAL SERVICES	GMA - STREET	184,510.11
126704	HECHT, JUDITH & CORY	UB REFUND	WATER/SEWER OPERATION	73.92
126705	HINES, TREVOR	REFUND - BUSINESS LICENSE	GENL FUND BUS LIC & PERMI	65.00
126706	HOUSE OF UPHOLSTERY	REBUILD/RECOVER DRIVER'S SEAT	EQUIPMENT RENTAL	507.32
126707	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	112.50
126708	INDUSTRIAL CONTROLS	CREDIT MEMO	WASTE WATER TREATMENT F	-258.01
	INDUSTRIAL CONTROLS	POWER SUPPLY 24 VDC 5 AMP	WASTE WATER TREATMENT F	255.21
	INDUSTRIAL CONTROLS		WASTE WATER TREATMENT F	258.01
126709	INTERMOUNTAIN LOCK	CREDIT MEMO	MAINT OF GENL PLANT	-23.56
	INTERMOUNTAIN LOCK	SCHLAGE TAIL PIECE	UTIL ADMIN	35.48
126710	J. THAYER COMPANY	SANITIZING WIPES, HAND SANITIZ	ER&R	297.77
126711	JUDD & BLACK	BBQ FOR NORTH ANNEX	MAINT OF GENL PLANT	766.98
126712	KAISER PERMANENTE	IMMUNIZATIONS	EXECUTIVE ADMIN	423.00
	KAISER PERMANENTE	PRE-EMPLOYMENT	POLICE ADMINISTRATION	1,327.00
126713	KENNEDY/JENKS CONSUL	PROFESSIONAL SERVICES	STORM DRAINAGE	26,599.92
126714	KKXA 1520	ADVERTISING	OPERA HOUSE	100.00
126715	KLEINFELDER	PROFESSIONAL SERVICES	NON-DEPARTMENTAL	6,807.64
126716	KOENIG, DAVID	PARKING REIMBURSEMENT	COMMUNITY DEVELOPMENT-	12.00
126717	LANGUAGE EXCHANGE	INTERPRETER SERVICES	COURTS	270.00
126718	LASTING IMPRESSIONS	SLAY THE SLOUGH TRIATHLON T-SH	EXECUTIVE ADMIN	51.06
	LASTING IMPRESSIONS	T-SHIRTS FOR TRIATHLON	PERSONNEL ADMINISTRATIO	788.57

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/16/2018 TO 8/22/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
126719	LEGEND DATA SYSTEMS	BADGE HOLDERS	PERSONNEL ADMINISTRATIO	43.91
126720	LES SCHWAB TIRE CTR	SECTION REPAIR ON DRIVE AXLE T	EQUIPMENT RENTAL	34.91
	LES SCHWAB TIRE CTR	(6) TRACTION CAP DRIVE AXLE TI	ER&R	1,664.00
126721	LESTER, TERI	TRIATHLON SUPPLY REIMBURSEMENT	PERSONNEL ADMINISTRATIO	48.56
	LESTER, TERI		PERSONNEL ADMINISTRATIO	106.76
126722	LOWES HIW INC	FITTINGS - BACKFLOW TESTING	WATER CROSS CNTL	16.54
	LOWES HIW INC	(2) PALLETS BOTTLED WATER	MAINT OF GENL PLANT	468.69
126723	MACLEOD RECKORD, PLLC	PROFESSIONAL SERVICES	GMA-PARKS	38,381.26
126724	MADDY, RICHARD & PEA	UB REFUND	WATER/SEWER OPERATION	81.26
126725	MANGOLD, ROBERT		WATER/SEWER OPERATION	122.62
126726	MARYSVILLE AWARDS	SLAY THE SLOUGH ENGRAVING	PERSONNEL ADMINISTRATIO	54.55
126727	MARYSVILLE PRINTING	FINDING & SENTENCING & NCO	PROBATION	415.39
	MARYSVILLE PRINTING	FORMS	POLICE PATROL	702.06
	MARYSVILLE PRINTING	FINDING & SENTENCING & NCO	MUNICIPAL COURTS	1,246.20
126728	MARYSVILLE, CITY OF	UTILITY SERVICE - 17906 43RD A	WATER FILTRATION PLANT	55.12
	MARYSVILLE, CITY OF	UTILITY SERVICE - 15524 SMKY P	PUBLIC SAFETY BLDG	196.47
	MARYSVILLE, CITY OF	UTILITY SERVICE - 6302 152ND S	PARK & RECREATION FAC	562.93
	MARYSVILLE, CITY OF	UTILITY SERVICE - 1635 GROVE S	PUBLIC SAFETY BLDG	2,900.06
	MARYSVILLE, CITY OF	UTILITY SERVICE - 6302 152ND S	PARK & RECREATION FAC	4,927.29
126729	MAURER, DARLENE	UB REFUND	WATER/SEWER OPERATION	286.20
126730	MCA	REGISTRATION - HORNUNG	PROBATION	50.00
126731	MCDONALD, KEVIN D	HEARING EXAMINER SERVICES	COMMUNITY DEVELOPMENT-	1,440.88
126732	MENNIE, CONNIE	EXPENSE REIMBURSEMENT	EXECUTIVE ADMIN	228.50
126733	MESSERLY, JOE	REFUND BUSINESS LICENSE	GENL FUND BUS LIC & PERMI	65.00
126734	MIZELL, TARA	TRAVEL REIMBURSEMENT	RECREATION SERVICES	104.09
126735	MOTOR TRUCKS	ANTENNA - J018	EQUIPMENT RENTAL	19.61
	MOTOR TRUCKS		EQUIPMENT RENTAL	19.61
	MOTOR TRUCKS	ENGINE OIL DIP STICK ASSEMBLY	EQUIPMENT RENTAL	261.69
	MOTOR TRUCKS	REPLACE ALL BRAKES DUE TO CATA	EQUIPMENT RENTAL	10,113.97
126736	MOUNTAIN MIST	WATER COOLER RENTAL & WATER	SEWER MAIN COLLECTION	20.36
	MOUNTAIN MIST		WASTE WATER TREATMENT F	20.37
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	20.37
126737	NAVIA BENEFIT	FLEX PLAN FEES - JULY 2018	PERSONNEL ADMINISTRATIO	58.10
126738	NEOPOST USA	PAPER & TONER	PROBATION	38.18
	NEOPOST USA		MUNICIPAL COURTS	114.56
126739	NORTH SOUND HOSE	HYDRANT ADAPTER PARTS	WATER DIST MAINS	182.55
126740	NORTHEND TRUCK EQUIP	LIFTMORE CRANE CONTROL PENDANT	EQUIPMENT RENTAL	155.47
126741	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER FILTRATION PLANT	1,605.90
126742	NW PROPERTY MANAGEME	UB REFUND 4113 107TH PL NE 982	WATER/SEWER OPERATION	58.39
126743	O'BRIEN, APRIL	EXPENSE REIMBURSEMENT	PERSONNEL ADMINISTRATIO	40.00
	O'BRIEN, APRIL		PERSONNEL ADMINISTRATIO	55.05

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/16/2018 TO 8/22/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
126744	OFFICE DEPOT	OFFICE SUPPLIES	ENGR-GENL	11.40
	OFFICE DEPOT		UTIL ADMIN	11.41
	OFFICE DEPOT		UTIL ADMIN	15.15
	OFFICE DEPOT		ENGR-GENL	15.15
	OFFICE DEPOT		UTIL ADMIN	19.63
	OFFICE DEPOT		UTIL ADMIN	20.38
	OFFICE DEPOT		UTIL ADMIN	26.16
	OFFICE DEPOT		ENGR-GENL	32.84
	OFFICE DEPOT		UTIL ADMIN	34.90
	OFFICE DEPOT		ENGR-GENL	34.90
	OFFICE DEPOT		UTIL ADMIN	36.99
	OFFICE DEPOT		UTIL ADMIN	48.64
	OFFICE DEPOT		ENGR-GENL	48.65
	OFFICE DEPOT		UTIL ADMIN	57.93
	OFFICE DEPOT		LEGAL-GENL	59.00
	OFFICE DEPOT		UTIL ADMIN	73.09
	OFFICE DEPOT		FACILITY MAINTENANCE	73.44
	OFFICE DEPOT		UTIL ADMIN	76.90
	OFFICE DEPOT		PURCHASING/CENTRAL STOF	161.58
	OFFICE DEPOT		EXECUTIVE ADMIN	170.71
	OFFICE DEPOT		SOLID WASTE OPERATIONS	284.19
	OFFICE DEPOT		POLICE PATROL	292.92
126745	OWEN EQUIPMENT	REPAIR ACCIDENT DAMAGE TO SWEE	EQUIPMENT RENTAL	22,144.06
126746	PACIFIC GOLF & TURF	TOP DRESS & PROGATOR	GOLF CAPITAL OUTLAY	48,336.05
126747	PARKSON CORP	(8) SS BRACKET SUPPORT ASSEMBL	WASTE WATER TREATMENT F	6,214.34
126748	PARTS STORE, THE	IGNITION TUMBLER ASSEMBLY	EQUIPMENT RENTAL	29.59
	PARTS STORE, THE	TRANS FILTER KIT - #J023	EQUIPMENT RENTAL	44.45
	PARTS STORE, THE	OIL FILTERS, ARMOR ALL	ER&R	45.33
	PARTS STORE, THE	TRACTOR/HYDRAULIC OIL 5 GAL	EQUIPMENT RENTAL	56.45
	PARTS STORE, THE	MULTILAYERED MAT, FUNNEL, HD30	SMALL ENGINE SHOP	236.14
	PARTS STORE, THE	GASKETS, RECOIL PWL KIT, SPARK	SMALL ENGINE SHOP	249.30
	PARTS STORE, THE	FUEL, AIR AND OIL FILTERS	ER&R	251.64
126749	PERCIVAL, DANIELLE	PARKS REFUND	PARKS-RECREATION	119.00
126750	PETERSEN, ISAAC	DAY CAMP - AUGUST 7, 2018	RECREATION SERVICES	317.00
126751	PETRIE, DAVID	UB REFUND	WATER/SEWER OPERATION	199.93
126752	PETROCARD SYSTEMS	FUEL CONSUMED	ENGR-GENL	47.79
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	80.94
	PETROCARD SYSTEMS		STORM DRAINAGE	105.71
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	201.96
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	300.51
	PETROCARD SYSTEMS		PARK & RECREATION FAC	1,556.94

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/16/2018 TO 8/22/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
126752	PETROCARD SYSTEMS	FUEL CONSUMED	GENERAL SERVICES - OVERF	3,282.53
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	4,616.64
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	5,233.13
	PETROCARD SYSTEMS		POLICE PATROL	8,794.35
126753	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	0.37
	PGC INTERBAY LLC		MAINTENANCE	28.08
	PGC INTERBAY LLC		PRO-SHOP	48.71
	PGC INTERBAY LLC		MAINTENANCE	48.71
	PGC INTERBAY LLC		MAINTENANCE	80.83
	PGC INTERBAY LLC		PRO-SHOP	87.66
	PGC INTERBAY LLC		MAINTENANCE	137.45
	PGC INTERBAY LLC		PRO-SHOP	163.75
	PGC INTERBAY LLC		PRO-SHOP	166.68
	PGC INTERBAY LLC		MAINTENANCE	175.64
	PGC INTERBAY LLC		MAINTENANCE	187.41
	PGC INTERBAY LLC		PRO-SHOP	240.58
	PGC INTERBAY LLC		PRO-SHOP	673.65
	PGC INTERBAY LLC		MAINTENANCE	764.88
	PGC INTERBAY LLC		PRO-SHOP	9,040.50
	PGC INTERBAY LLC		MAINTENANCE	10,011.20
126754	PHAM, JOSEPH	INTERPRETER SERVICES	COURTS	125.00
126755	PICK OF THE LITTER	FALL/WINTER ACTIVITY GUIDE	RECREATION SERVICES	1,977.50
126756	PILCHUCK RENTALS	WASHER RENTAL	PARK & RECREATION FAC	99.55
126757	POLLARDWATER.COM	CR FOR INV #0101745	WATER DIST MAINS	-479.26
	POLLARDWATER.COM	(2) PKS LPD-CHLOR TABLETS	WATER DIST MAINS	413.59
	POLLARDWATER.COM	DEBIT MEMO, CHECK RECVD FOR P	WATER DIST MAINS	479.26
	POLLARDWATER.COM	(2) HEAVY DUTY HOSE RAMPS	WATER DIST MAINS	1,747.32
126758	POSTAL SERVICE	POSTAGE REIMBURSEMENT	UTIL ADMIN	5.97
	POSTAL SERVICE		COMMUNITY DEVELOPMENT-	16.74
	POSTAL SERVICE		UTIL ADMIN	18.61
	POSTAL SERVICE		COMMUNITY DEVELOPMENT-	20.68
	POSTAL SERVICE		COMMUNITY DEVELOPMENT-	22.53
	POSTAL SERVICE		COMMUNITY DEVELOPMENT-	24.26
	POSTAL SERVICE		UTIL ADMIN	28.66
	POSTAL SERVICE		UTIL ADMIN	48.96
	POSTAL SERVICE		UTIL ADMIN	60.54
	POSTAL SERVICE		COMMUNITY DEVELOPMENT-	133.18
126759	PROVIDENCE HEALTH	60004753247 - COPIES	LEGAL - PROSECUTION	6.50
126760	PUBLIC SAFETY SELECT	PRE-EMPLOYMENT SERVICES	POLICE ADMINISTRATION	800.00
126761	PUD	ACCT #2011-4209-8	PARK & RECREATION FAC	7.83
	PUD	ACCT #2013-4666-5	SEWER LIFT STATION	17.58

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/16/2018 TO 8/22/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
126761	PUD	ACCT #2042-5946-9	TRAFFIC CONTROL DEVICES	17.58
	PUD	ACCT #2042-6034-3	TRAFFIC CONTROL DEVICES	17.58
	PUD	ACCT #2042-6262-0	TRAFFIC CONTROL DEVICES	18.14
	PUD	ACCT #2054-8182-3	GOLF ADMINISTRATION	18.14
	PUD	ACCT #2000-6146-3	PARK & RECREATION FAC	21.77
	PUD	ACCT #2200-2050-7	STREET LIGHTING	21.80
	PUD	ACCT #2005-0161-7	TRANSPORTATION MANAGEM	23.69
	PUD	ACCT #2216-1040-5	STREET LIGHTING	30.24
	PUD	ACCT #2048-2969-1	STREET LIGHTING	33.47
	PUD	ACCT #2011-4215-5	TRANSPORTATION MANAGEM	35.77
	PUD	ACCT #2035-0002-0	STREET LIGHTING	44.21
	PUD	ACCT #2022-9424-5	SEWER LIFT STATION	45.98
	PUD	ACCT #2006-6043-9	STREET LIGHTING	52.75
	PUD	ACCT #2039-9634-3	STREET LIGHTING	58.85
	PUD	ACCT # 2012-2506-7	PARK & RECREATION FAC	70.12
	PUD	ACCT #2032-9121-6	GENERAL SERVICES - OVERH	88.90
	PUD	ACCT #2019-0963-7	SEWER LIFT STATION	112.84
	PUD	ACCT #2200-2051-1	STREET LIGHTING	199.39
	PUD	ACCT #2024-6155-4	SEWER LIFT STATION	266.04
	PUD	ACCT #2008-1280-8	PUMPING PLANT	275.35
	PUD	ACCT #2000-2187-1	COURT FACILITIES	1,172.70
	PUD	ACCT #2016-1747-9	CITY HALL	1,339.76
	PUD	ACCT #2010-9896-9	PUMPING PLANT	1,642.41
126762	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG	11.57
	PUGET SOUND ENERGY	ACCT #220015485349	OPERA HOUSE	33.83
	PUGET SOUND ENERGY	ACCT #220015485380	OPERA HOUSE	33.83
	PUGET SOUND ENERGY	ACCT #220015485703	OPERA HOUSE	33.83
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	34.67
	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	34.67
	PUGET SOUND ENERGY	ACCT #200023493808	CITY HALL	38.06
	PUGET SOUND ENERGY	ACCT #2200092074345	OPERA HOUSE	38.84
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	39.76
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	44.01
	PUGET SOUND ENERGY	ACCT #200024981520	COMMUNITY CENTER	48.87
	PUGET SOUND ENERGY	ACCT #200010703029	PUBLIC SAFETY BLDG	132.09
126763	PUGET SOUND REGIONAL	PSRC MEMBERSHIP DUES	NON-DEPARTMENTAL	19,855.00
126764	PUGET SOUND SECURITY	KEYS	POLICE PATROL	7.86
	PUGET SOUND SECURITY		PARK & RECREATION FAC	33.28
126765	PURPLE DOT LLC	UB REFUND 8202 60TH DR NE 9827	WATER/SEWER OPERATION	26.41
126766	RANCOURT, JENNIFER	PRO-TEM SERVICES	MUNICIPAL COURTS	370.00
126767	RAY, SCOTT	UB REFUND 4849 100TH ST NE #B	WATER/SEWER OPERATION	25.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/16/2018 TO 8/22/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
126768	ROOTX ROOTX	40LB CASE OF ROOT X	WATER/SEWER OPERATION	-36.31
			SEWER MAIN COLLECTION	435.31
126769	ROSEMOUNT ANALYTICAL	(2) PH SENSORS 3900 VP-02-10	WATER FILTRATION PLANT	764.55
126770	SAFEWAY INC. SAFEWAY INC.	SUPPLY REIMBURSEMENTS	UTIL ADMIN	17.99
			SUNNYSIDE FILTRATION PLAI	48.69
126771	SASE COMPANY INC	HEPA FILTERS & CARTRIDGES	ROADWAY MAINTENANCE	456.37
126772	SCORE SCORE SCORE	INMATE MEDICAL - SCORE - JUNE INMATE MEDICAL - SCORE - MAY 2 PRISONER HOUSING - JULY 2018	DETENTION & CORRECTION DETENTION & CORRECTION DETENTION & CORRECTION	59.50 154.00 29,040.00
126773	SEATTLE TIMES, THE	SUBSCRIPTION RENEWAL	EXECUTIVE ADMIN	109.20
126774	SHRED-IT US SHRED-IT US SHRED-IT US SHRED-IT US	SHREDDING SERVICES	CITY CLERK LEGAL - PROSECUTION EXECUTIVE ADMIN POLICE PATROL	4.56 11.19 11.20 59.28
126775	SIRCHIE SIRCHIE	SCALE	GENERAL FUND POLICE PATROL	-26.96 323.16
126776	SMITH, LISA	UB REFUND	WATER/SEWER OPERATION	6.79
126777	SNAP-ON INCORPORATED SNAP-ON INCORPORATED	SQUARE DRIVE BIT FLUSH CUTTING DYKES & OVAL PLI	EQUIPMENT RENTAL EQUIPMENT RENTAL	6.79 520.51
126778	SNO CO TREASURER	CRIME VICTIM/WITNESS FUND	CRIME VICTIM	748.76
126779	SNO CO TREASURER	INMATE HOUSING - JUNE 2018	DETENTION & CORRECTION	46,341.21
126780	SNO HEALTH DISTRICT	PER CAPITA CONTRIBUTION Q3 201	NON-DEPARTMENTAL	16,475.00
126781	SNOHOMISH CO 911	DISPATCH SERVICES	COMMUNICATION CENTER	84,327.15
126782	SOLID WASTE SYSTEMS SOLID WASTE SYSTEMS SOLID WASTE SYSTEMS SOLID WASTE SYSTEMS	PINS, ARM CYLINDER ROD END DUAL JOYSTICK ASSEMBLY (2) ARM LIFT HYDRAULIC CYLINDE PERKINS CART TIPPER ASSEMBLY	EQUIPMENT RENTAL ER&R EQUIPMENT RENTAL EQUIPMENT RENTAL	289.57 498.61 2,480.22 4,656.39
126783	SONITROL SONITROL SONITROL SONITROL SONITROL SONITROL SONITROL SONITROL SONITROL SONITROL SONITROL	MONITORING SERVICE CALL MONITORING	STORM DRAINAGE UTIL ADMIN COMMUNITY CENTER PUBLIC SAFETY BLDG SUNNYSIDE FILTRATION PLAI MAINT OF GENL PLANT PARK & RECREATION FAC MAINT OF GENL PLANT CITY HALL WASTE WATER TREATMENT F	143.00 144.56 154.96 177.72 239.00 245.37 287.04 315.12 361.92 575.76
126784	SOUND PUBLISHING	2017 ANNUAL REPORT & ORD 3098	CITY CLERK	124.27
126785	SOUND PUBLISHING	OPERA HOUSE ADVERTISING	OPERA HOUSE	135.00
126786	SOUND PUBLISHING SOUND PUBLISHING	EMPLOYMENT ADVERTISING	GENERAL SERVICES - OVERH UTIL ADMIN	143.42 143.42

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/16/2018 TO 8/22/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
126787	SOUND SAFETY	SAFETY GREEN T-SHIRTS (4)	STORM DRAINAGE	56.82
	SOUND SAFETY	BOOTS - M. MALLAHAN	SOLID WASTE OPERATIONS	194.16
126788	SPRINGBROOK NURSERY	TOPSOIL	PARK & RECREATION FAC	35.54
	SPRINGBROOK NURSERY	BARK	PARK & RECREATION FAC	42.81
	SPRINGBROOK NURSERY	GRAVEL	PARK & RECREATION FAC	50.00
	SPRINGBROOK NURSERY	BARK	PARK & RECREATION FAC	256.86
126789	STAPLES	TAPE	RECREATION SERVICES	21.81
	STAPLES		RECREATION SERVICES	21.81
	STAPLES		RECREATION SERVICES	21.81
126790	STATE PATROL	BACKGROUND CHECKS JULY 2018	PERSONNEL ADMINISTRATIO	180.00
126791	STORK PROPERTIES, LL	UB REFUND 11832 58TH AVE NE 98	WATER/SEWER OPERATION	131.47
126792	STRATEGIES 360	PROFESSIONAL SERVICES	GENERAL SERVICES - OVERF	1,050.00
	STRATEGIES 360		WASTE WATER TREATMENT F	1,050.00
	STRATEGIES 360		UTIL ADMIN	1,400.00
126793	SUPPLYWORKS	JANITORIAL SUPPLIES	SOLID WASTE OPERATIONS	133.84
	SUPPLYWORKS		MAINT OF GENL PLANT	150.91
	SUPPLYWORKS		COURT FACILITIES	181.62
	SUPPLYWORKS		UTIL ADMIN	203.72
	SUPPLYWORKS		WASTE WATER TREATMENT F	300.11
	SUPPLYWORKS		CITY HALL	305.48
	SUPPLYWORKS		MAINT OF GENL PLANT	391.45
	SUPPLYWORKS		PUBLIC SAFETY BLDG	430.73
126794	SWANK MOTION PICTURE	MOVIE - WONDER WOMAN	COMMUNITY EVENTS	395.00
	SWANK MOTION PICTURE	MOVIE - STAR WARS THE LAST JED	COMMUNITY EVENTS	435.00
126795	SWANSON, SERENITY	PARKS REFUND	PARKS-RECREATION	119.00
126796	TACOMA SCREW PRODUCT	CREDIT - MARKING PAINT	ER&R	-154.08
	TACOMA SCREW PRODUCT	MARKING PAINT	ER&R	51.36
	TACOMA SCREW PRODUCT		ER&R	102.72
	TACOMA SCREW PRODUCT		ER&R	205.45
	TACOMA SCREW PRODUCT		ER&R	513.61
126797	THOMAS, CHARLES & KA	UB REFUND	WATER/SEWER OPERATION	167.85
126798	THYSSENKRUPP ELEVATO	ELEVATOR MAINTENANCE - CITY HA	CITY HALL	303.96
	THYSSENKRUPP ELEVATO	ELEVATOR MAINTENANCE - PSB	PUBLIC SAFETY BLDG	303.96
126799	TIM'S BACKFLOW TEST	BACKFLOW TESTING	PARK & RECREATION FAC	819.00
126800	UNUM LIFE INSURANCE	LONG TERM CARE INSURANCE	POLICE ADMINISTRATION	13,542.08
126801	US WATER SERVICES	PROGRAMMING SERVICES	SUNNYSIDE FILTRATION PLAI	1,636.50
126802	UTILITIES UNDERGROUN	EXCAVATION NOTIFICATIONS	UTILITY LOCATING	893.20
126803	UTSLER, KIMBERLY	PARKS REFUND	PARKS-RECREATION	119.00
126804	VANBUSKIRK, SARAH		PARKS-RECREATION	97.00
126805	VO, DUC	UB REFUND	WATER/SEWER OPERATION	29.99
126806	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	GENERAL FUND	310.50

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/16/2018 TO 8/22/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
126806	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	GENERAL FUND	43,494.01
126807	WAPRO	DUES - NISHIMURA	OFFICE OPERATIONS	25.00
	WAPRO	DUES - VANDERSCHEL	OFFICE OPERATIONS	25.00
126808	WASHINGTON STATE UNV	CONFERENCE REGISTRATION - WETZ	TRAINING	730.00
126809	WAVEDIVISION HOLDING	I-NET LEASE/FIBER MAINTENANCE/	WATER QUAL TREATMENT	116.40
	WAVEDIVISION HOLDING		COMPUTER SERVICES	408.00
	WAVEDIVISION HOLDING		CENTRAL SERVICES	537.68
126810	WAXIE SANITARY SUPPL	URINAL SCREENS	PARK & RECREATION FAC	134.68
126811	WEST PAYMENT CENTER	INVESTIGATIVE TOOL	POLICE INVESTIGATION	258.73
126812	WEST, MARK	UB REFUND	WATER/SEWER OPERATION	138.58
126813	WHOOSTER INC.	SOFTWARE LICENSE	POLICE INVESTIGATION	1,298.00
126814	WIKE, DEVRIN	PARKS REFUND	PARKS-RECREATION	77.00
126815	WILSON, JEFFREY & JO	UB REFUND	WATER/SEWER OPERATION	70.35
126816	WSSUA	UMPS FOR SOFTBALL	RECREATION SERVICES	900.00
126817	WU, RUNNONG	UB REFUND	WATER/SEWER OPERATION	34.75
126818	YAKIMA COUNTY DOC	INMATE HOUSING - JULY 2018	DETENTION & CORRECTION	17,511.25

WARRANT TOTAL: 1,104,664.75

Index #12

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 10, 2018

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

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the August 22, 2018 payroll in the amount \$2,357.16, paid by EFT Transactions and Check No.'s 31937 through 31943.

COUNCIL ACTION:

Index #13

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 10, 2018

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

<p>RECOMMENDED ACTION: The Finance and Executive Departments recommend City Council approve the August 24, 2018 payroll in the amount \$415,863.49, paid by EFT Transactions and Check No.'s 31823 through 31936.</p>
<p>COUNCIL ACTION:</p>

Index #15

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 10, 2018

AGENDA ITEM:	
State Avenue Corridor Widening Project (100th St. NE to 116th St. NE) - Supplemental Agreement No. 2 with HDR Engineering, Inc. for Engineering Services including Design, Environmental Documentation & Permitting and Right of Way	
PREPARED BY:	DIRECTOR APPROVAL:
Jay Cooke, Project Manager	
DEPARTMENT:	
Public Works / Engineering	
ATTACHMENTS:	
PSA, Supplemental Agreement No. 2	
BUDGET CODE:	AMOUNT:
30500030.563000	\$271,216.98
SUMMARY:	
<p>HDR Engineering, Inc. (HDR) has been providing preliminary and final engineering services to the City on the corridor widening of State Avenue to 5-lanes. Based on the Probable Construction Cost for this project, City Staff decided to split the project into two (2) separate construction bid packages and extend the services contract term to cover the duration of the additional construction bidding phase.</p> <p>The most significant changes include: splitting the project into two (2) separate construction bid packages, revision and preparation of multiple permit applications to accommodate two separate construction projects, revision of property legal description and exhibits to accommodate design changes, design of an underground joint utility trench to accommodate franchise utilities, additional engineering services during the construction bidding phase for the second construction project, additional project management and client coordination associated with extension of the contract term to June 2020 and other project design related items.</p> <p>This supplement agreement increases the original agreement compensation by \$271,216.98 to a total of \$2,407,050.60.</p>	

RECOMMENDED ACTION: Staff recommends that Council authorize the Major to sign and execute the attached Supplemental Agreement No. 2 to the original Professional Services Agreement with HDR Engineering, Inc., increasing the contract total amount and extending the contract term.

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

THIS SUPPLEMENTAL AGREEMENT NO. 2 (“Supplemental 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 HDR Engineering, Inc., a Nebraska corporation (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for the State Ave. Corridor Improvement Project (100th St NE to 116th St NE) consisting of widening the highway to 5-lanes (the “Original Agreement”), said Original Agreement being dated April 11, 2017 and a supplemental agreement, Supplemental Agree No. 1, dated February 12, 2018; and

WHEREAS, both parties desire to supplement the Original Agreement and Supplement No. 1, by expanding the Scope of Services to provide for splitting the project into two (2) separate construction bid packages, revision and preparation of multiple permit applications, revision of property legal description and exhibits, design of an underground joint utility trench, additional services during the bidding phase for two project bids, additional project management and client coordination associated with extension of the contract term to June 2020 and other project design related items and to provide compensation therefore;

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

1. Exhibit A, as referenced and incorporated in Section 1 of the Original Agreement, “SCOPE OF SERVICES” and Exhibit A-1 of Supplemental Agreement No. 1, shall be amended by Exhibit A-2, attached hereto and by this reference made part of this Supplemental Agreement No. 2, and a part of the Original Agreement.

2. Section 3 of the Original Agreement, “COMPENSATION” as amended by Supplemental Agreement No. 1, is amended to include the additional Consultant fee of \$271,216.98 and shall read as follows: “In no event shall the compensation paid to Consultant under this Agreement exceed \$2,407,050.60 within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City.”

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

Original Agreement	\$1,665,545.09
Supplemental Agreement No.1	\$470,288.53
Supplemental Agreement No.2	\$271,216.98
Grand Total	\$2,407,050.60

3. Each and every provision of the Original Agreement for Professional Services dated April 11, 2017, shall remain in full force and effect, except as modified herein.

DATED this _____ day of September, 2018.

CITY OF MARYSVILLE

HDR ENGINEERING, INC.

By _____
Jon Nehring, Mayor

By _____
Paul Ferrier
Its: Vice President

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A-2

**State Avenue Corridor Widening Project
(100th Street NE to 116th Street NE)
SUPPLEMENTAL AGREEMENT NO. 2**

**Supplemental Scope of Services for Design,
Environmental Documentation & Permitting and
Right-of-Way Services**

July 2018

City of Marysville

Prepared by:



2707 Colby Avenue, Suite 715
Everett, WA 98201

CONTENTS

State Avenue Corridor Widening Project	1
INTRODUCTION.....	1
Background Information	1
Scope of Work	2
Major Milestone Schedule Revisions	2
Project Assumptions	3
TASK 1. PROJECT MANAGEMENT & ADMINISTRATION	4
1.1. Project FTP Site, Project Set up, Management Plan, HASP	4
1.2. Project Team Coordination Meetings	4
1.3. Project Schedule	4
1.4. Progress Reporting and Invoicing	4
1.7. Project Team Management	5
TASK 2. CLIENT COMMUNICATIONS AND COORDINATION	5
TASK 3. QUALITY ASSURANCE/QUALITY CONTROL.....	5
TASK 4. DATA COLLECTION/REVIEW OF EXISTING INFORMATION.....	5
TASK 5. SURVEY AND MAPPING	5
5.4 Right-of-Way and Parcel Resolution, Easements, Exhibits, and Legal Descriptions	5
TASK 6. GEOTECHNICAL ENGINEERING.....	6
TASK 7. WATERMAIN & SANITARY SEWER DESIGN	6
7.3 90% Submittal.....	6
7.4 Ad-Ready Submittal	6
TASK 8. TRAFFIC ANALYSIS.....	7
TASK 9. PRELIMINARY ENGINEERING	7
TASK 10. 30% DESIGN	7
TASK 11. VALUE ENGINEERING (VE) STUDY.....	7
TASK 12. ENVIRONMENTAL DOCUMENTATION & PERMITTING.....	7

12.2	SEPA/Permitting Stakeholder Meetings and Agency Coordination	8
12.7	Critical Area Report Update.....	8
12.11	Permit Support	8
12.12	NEPA Documentation and Approval.....	9
12.13	Noise Memorandum.....	9
12.14	Air Quality Qualitative Memorandum.....	9
12.15	Visual Quality Technical Memorandum	9
TASK 13.	FINAL DESIGN - PS&E	9
13.20	90% Submittal	10
13.21	Ad-Ready Submittal.....	11
TASK 14.	CONSTRUCTABILITY ANALYSIS/MOCK BID EXERCISE.....	12
TASK 15.	REAL ESTATE SERVICES.....	12
15.2	Property Descriptions and Valuations. Manage the preparation of a PFE, AOS reports, Appraisals for up to thirty-nine (39) parcels.....	12
15.3	Right-of-Way Acquisitions and Negotiations.....	13
TASK 16.	FUNDING SUPPORT.....	13
TASK 17.	BIDDING PHASE ASSISTANCE.....	13

INTRODUCTION

During the term of this PROFESSIONAL SERVICES AGREEMENT (AGREEMENT), HDR Engineering, Inc. (CONSULTANT) shall perform professional services for the City of Marysville (CITY) in connection with the following project: **State Avenue Corridor Improvement Project (100th Street NE to 116th Street NE) (PROJECT)**

This Supplemental Agreement No. 2 authorizes additional work necessary for the successful completion of the PROJECT, described generally as:

- Preparing multiple bid packages (2) to allow the PROJECT to be constructed in two segments;
- Revising and preparing multiple permit applications to facilitate the construction of the PROJECT in two segments;
- Preparation of the Shoreline Permit as a conditional use permit, which requires a public hearing;
- Revising property legal descriptions and exhibits to accommodate design considerations and changes; and
- Incorporating additional design to accommodate the franchise utilities within the roadway in an underground joint utility trench configuration with design completed by the City design team and not the franchises;
- And, Services during the bidding phase for two project bids (1 for each segment)

In addition, this Supplemental Agreement No. 2 authorizes the deletion of work no longer deemed necessary for completion of the PROJECT, described generally as:

- Preparing Federally Compliant ROW acquisition documentation and going through the WSDOT H&LP ROW certification process;
- Preparing, submitting, and gaining approval for NEPA documentation through the WSDOT H&LP office.

Background Information

During the development of the 60% Design, project costs and various funding alternatives were evaluated. A meeting with the WA State Transportation Improvement Board (TIB) was held to discuss grant funding strategies. As a result of the evaluations and discussions with TIB, the CITY has determined that the most viable approach for funding construction is to separate the PROJECT into two (2) segments. The initial segment will extend from 100th Street NE to 104th Place NE and include the bridge crossing Quilceda Creek. It is anticipated that this first (south) segment will be constructed in 2019. The second (north) segment, extending from 104th Place NE will be constructed upon substantial completion of the initial segment and receipt of additional grant funding. Construction is expected to start in 2020.

With a change in course to only pursue TIB funding for the PROJECT, the CITY made the decision to not use federal funds on this PROJECT. Work that is only required to be completed to comply with federal funding requirements is being removed from the contract to streamline the schedule and cost of the PROJECT.

Scope of Work

This supplemental scope of work includes additional design and revisions, and environmental permitting necessary to facilitate the decision to construct the PROJECT in two (2) segments. Additional work efforts will include the preparation of two sets of construction documents (plans, contract documents, special provisions, and estimates), coordination of match points for two separate construction contracts, and additional environmental permitting.

In addition, the impacts to several adjoining parcels have changed due to the continuing development of the roadway and utilities designs. These changes require that the legal descriptions and exhibits, and appraisal of value and impacts be updated.

Finally, the CITY's decision to not pursue federal funding for the PROJECT eliminates the need to incorporate certain requirements, processes, and standards into the work. These items will be removed from the overall scope of work. It is noted, however, that a portion of the work to satisfy the federal requirements was already completed prior to the decision to use only state and local funds

Major Milestone Schedule Revisions

The following are major schedule milestones for the project:

Preliminary Design.....August 2017 - Completed
 30% Design.....October 2017 - Completed
 JARPA/SEPA Submittal..... October 2017 - Completed
 Revision to JARPA..... June 2018 - Completed
 60% Design.....April 2018 - Completed

SEGMENT 1 – 100th Street NE to 104th Place NE

90% Design – Segment 1August 2018
 ROW Acquisition Complete – Segment 1.....February 2019
 Environmental Permits Secured – Segment 1.....February 2019
 Ad-Ready – Segment 1December 2018
 Bidding Phase – Segment 1.....March 2019

SEGMENT 2 – 104th Place NE to 116th Street NE

90% Design – Segment 2October 2018
 ROW Acquisition Complete – Segment 2.....August 2019
 Environmental Permits Secured – Segment 2.....August 2019
 Ad-Ready – Segment 2November 2019
 Bidding Phase – Segment 2January 2020

Project Assumptions

General Assumptions

1. The General Assumptions remain unchanged as outlined in the Original Agreement and Supplemental Agreement No.1.
2. Additional assumptions include the following:
 - a. Both construction packages will use the 2018 edition of WSDOT Standard Specifications.

Design Standards and References

- a) The PROJECT Design Standards and References remain unchanged from the original scope of services, and modifications previously noted in Supplemental Agreement No.1.

Project Tasks

The CONSULTANT shall manage the work as described within the following major Work Elements:

TASK 1. PROJECT MANAGEMENT & ADMINISTRATION

This task will be continuous throughout the project duration, which is extended to June 30, 2020, an additional 12 months. The additional work includes the work to update the scope, schedule and budget, and subconsultant agreements; additional project coordination with the CONSULTANT staff and SUBCONSULTANTS; and management of the changes to the project scope, schedule and budget. Components of this work including planning the Project, executing the Project, managing change, and closing the Project, include:

1.1. Project FTP Site, Project Set up, Management Plan, HASP

The CONSULTANT shall revise and update the Project scope and budget, project accounting and project management records to include the additional work of this Supplemental Agreement No. 2.

1.2. Project Team Coordination Meetings

During the extended contract term, the CONSULTANT shall hold up to sixteen (16) additional bi-weekly (approximately) Project Team Coordination Meetings as necessary to update and discuss the PROJECT status, elements of the work plan, status of action items, and to discuss progress of the design and resolve any outstanding PROJECT issues that might affect the delivery of the PROJECT.

1.3. Project Schedule

The CONSULTANT shall revise the Project Schedule to include the additional work authorized by this Supplemental Agreement No. 2. The schedule for this project shall be updated bi-monthly and submitted to the CITY. The updated schedule will show Baseline, Actual and/or Projected Start and Finish dates that reflect the actual progress of the project.

Assumptions:

- 4 Additional updates

Deliverable(s):

- Updated baseline schedule
- Project schedule updates (to be included in progress reports)

1.4. Progress Reporting and Invoicing

The CONSULTANT shall prepare and submit twelve (12) additional monthly **Progress Reports** with each invoice for the extended term as authorized by this Supplemental Agreement No.2.

Deliverable(s):

- Monthly Progress Reports (12 additional)
- Monthly Invoices (12 additional)
- Monthly Earned Value Reports (12 additional)

1.7. Project Team Management

The CONSULTANT Project Manager shall oversee and manage the work during the extended term as authorized by this Supplemental Agreement No. 2.

TASK 2. CLIENT COMMUNICATIONS AND COORDINATION

This Supplemental Agreement No. 2 includes additional Bi-Weekly Reports and Monthly Client update Meetings for the extended term of the overall contract.

- Bi-Weekly 5/15 Reports (24 additional)
- Monthly Client Update Meetings (12 additional)

TASK 3. QUALITY ASSURANCE/QUALITY CONTROL

This Supplemental Agreement No. 2 includes additional QA/QC efforts for reviewing the additional Segment 2 (104th Place NE to 116th Street NE) 90% Design, Ad-Ready, and environmental permit submittals as outlined Tasks 7, 12 and 13.

TASK 4. DATA COLLECTION/REVIEW OF EXISTING INFORMATION

This Supplemental Agreement No. 2 makes no changes to this Task.

TASK 5. SURVEY AND MAPPING

This Supplemental Agreement No. 2 includes additional support to revise certain legal descriptions and exhibits in support of right-of-way negotiations.

5.4 Right-of-Way and Parcel Resolution, Easements, Exhibits, and Legal Descriptions

CONSULTANT will revise and resolve adjacent parcel boundaries and revise legal descriptions and exhibits for up to twenty-eight (28) parcels within the project area as a result of design development, design changes, and

initial discussions with adjacent property owners, in continuing support of ROW acquisition and new easement requirements.

Assumptions:

- The assumptions as defined in the original scope of services remain unchanged except as noted herein.
- Up to a maximum of 28 Exhibits and Legal Descriptions are estimated to require revision. Legal descriptions and Right-of-way Exhibits will be prepared using metes & bounds.

Deliverable(s):

- Revised Legal Descriptions and Exhibits. (up to 28)

TASK 6. GEOTECHNICAL ENGINEERING

This Supplemental Agreement No. 2 makes no changes to this Task.

TASK 7. WATERMAIN & SANITARY SEWER DESIGN

This Supplemental Agreement No. 2 includes additional effort to revise the watermain design and construction documents to accommodate two separate construction packages, Segment 1 (100th Street NE to 104th Place NE) and Segment 2 (104th Place NE to 116th Street NE).

7.3 90% Submittal

The CONSULTANT will split the PROJECT design into two (2) Segments and prepare separate 90% Design Submittal documents for each Segment, for CITY review and comment.

Assumptions:

There will be a maximum of two (2) construction segments defined as Segment 1 (100th Street NE to 104th Place NE) and Segment 2 (104th Place NE to 116th Street NE).

The water main will be connected back to the existing system just north of 104th Street. The Segment 2 project will continue the new water main construction from this point to the northern terminus at 116th.

The Sanitary Sewer replacement only occurs in Segment 1, thus the design effort for that element does not change.

Deliverable(s):

- Inclusion of design changes into the 90% Watermain and Sanitary Sewer Pipe Replacement Plans for each of the construction segment document sets.

7.4 Ad-Ready Submittal

The CONSULTANT will make design adjustments as necessary to align and support the watermain and sanitary sewer lines for two (2) Segments and prepare separate Ad-Ready construction documents for each Segment.

Assumptions:

- There will be a maximum of two (2) construction segments defined as Segment 1 (100th Street NE to 104th Place NE) and Segment 2 (104th Place NE to 116th Street NE).
- The water main will be connected back to the existing system just north of 104th Street. The Segment 2 project will continue the new water main construction from this point to the northern terminus at 116th.
- The Sanitary Sewer replacement only occurs in Segment 1, thus the design effort for that element does not change.

Deliverable(s):

- Ad-Ready Watermain and Sanitary Sewer Pipe Replacement Plans (incorporated into the overall final plans submittal), for each of the construction segment document sets.

TASK 8. TRAFFIC ANALYSIS

This Supplemental Agreement No. 2 makes no changes to this Task.

TASK 9. PRELIMINARY ENGINEERING

This Supplemental Agreement No. 2 makes no changes to this Task.

TASK 10. 30% DESIGN

This Supplemental Agreement No. 2 makes no changes to this Task.

TASK 11. VALUE ENGINEERING (VE) STUDY

This Supplemental Agreement No. 2 makes no changes to this Task.

TASK 12. ENVIRONMENTAL DOCUMENTATION & PERMITTING

This Supplemental Agreement No. 2 includes additional effort to revise certain permit applications and develop separate local permit applications for each of the two (2) construction segments defined as Segment

1 (100th Street NE to 104th Place NE) and Segment 2 (104th Place NE to 116th Street NE). The purpose of this task is to provide additional environmental documentation and permitting services needed to support the CITY's decision to construct the PROJECT in two segments.

12.2 SEPA/Permitting Stakeholder Meetings and Agency Coordination

The CONSULTANT will organize and conduct up to one project overview and site visit meeting with agency permitting staff to review proposed change in the design of the creek crossing. Attendees may include staff from the Corps, WDFW, CITY planning, and representatives from tribal interests.

12.7 Critical Area Report Update

Two Critical Area Reports will be required for Segment 1 and Segment 2. The Critical Area Report that was being drafted under the original scope of work and Supplemental Agreement No.1 will cover Segment 1 of the project.

The CONSULTANT will prepare a Critical Area Memo for Segment 2 to address Critical Areas, if present, and potential Segment 2 project impacts to those areas.

12.11 Permit Support

Segment 1

Permits that are being drafted under the original scope of work and Supplemental Agreement No. 1 will cover Segment 1 of the project.

The City of Marysville indicated on May 30, 2018 that Segment 1 will require a Shoreline Conditional Use Permit, which will require a public hearing. The CONSULTANT will provide services to support the public hearing, including attendance by two CONSULTANT staff.

Segment 2

The CONSULTANT will prepare separate permit applications and supporting documentation for Segment 2:

- SEPA Checklist
- Clear and Grade Permit
- Right-of-Way Permit
- NPDES Notice of Intent

This subtask includes services to assist the CITY in permitting for parking improvements on the Furniture World property that may be included in Segment 2. This element is not covered under the original contract agreement or Supplemental Agreement No. 1.

CITY Responsibilities:

- The City responsibilities outlined in the original scope of services remain unchanged.

Assumption(s):

- The assumptions outlined in the original scope of services remain unchanged.
- No additional fieldwork is required for this supplement.
- The CONSULTANT will provide up to sixteen (16) hours of support on the Shoreline Conditional Use Permit and public hearing.
- Permitting for parking improvements on the Furniture World property will be included as part of the overall Phase 2 permit package. Separate permit applications will not be drafted for this effort.

Deliverable(s):

- Draft and Final Segment 2 Critical Areas Memo
- Draft and Final Segment 2 SEPA checklist
- Draft and Final Segment 2 Clear and Grade Permit
- Draft and Final Segment 2 Right-of-Way Permit
- Draft and Final Segment 2 NPDES NOI

12.12 NEPA Documentation and Approval

This Supplemental Agreement No. 2 eliminates the need for completion of this work effort and deletes this Task from the overall contract

12.13 Noise Memorandum

This Supplemental Agreement No. 2 eliminates the need for completion of this work effort and deletes this Task from the overall contract.

12.14 Air Quality Qualitative Memorandum

This Supplemental Agreement No. 2 eliminates the need for completion of this work effort and deletes this Task from the overall contract.

12.15 Visual Quality Technical Memorandum

This Supplemental Agreement No. 2 eliminates the need for completion of this work effort and deletes this Task from the overall contract.

TASK 13. FINAL DESIGN - PS&E

This Supplemental Agreement No. 2 includes additional effort to revise the PROJECT design and construction documents to accommodate two separate construction packages, Segment 1 (100th Street NE to 104th Place NE) and Segment 2 (104th Place NE to 116th Street NE).

The Supplement also includes additional traffic engineering to update the signalized intersections to include flashing yellow left-turn phasing.

In addition, the Supplement authorizes additional design efforts to include a Joint Utility Trench (JUT) to accommodate the relocation of franchise utilities, designed by the consultant team. The JUT design will

include conduits, vaults and junction boxes, based on information provided by the CITY and utility companies. The JUT will extend the full length of the corridor and be included in both construction segments.

Assumption(s):

- The additional efforts outlined in this task description are necessary for the successful completion of the project and are a result of the CITY's decision to construct the PROJECT in two (2) segments.
- The design of the Joint Utility Trench (JUT) will be accomplished based on the information provided by the CITY and the franchise utility companies. The routing design of the trench and location of the vaults will require design by the CONSULTANT team and coordination with the franchise utilities. Wiring, splicing, and relocation of the existing system to the new JUT will be designed by the franchise utility.
- The level of effort and fee estimate for this task is based on the number of sheets for each discipline as shown in the sheet list provided. The sheet list was prepared based on CONSULTANT's current knowledge of the project scope and anticipated work elements.
- CONSULTANT shall consult with the CITY prior to developing any sheets if the actual number of required sheets varies from the original sheet count estimate. If the CITY and CONSULTANT concur that total number of sheets required to detail the project exceeds the original estimate, the budget for this task may be amended.

13.20 90% Submittal

The CONSULTANT will separate the PROJECT design into two (2) Segments and prepare separate 90% Design Submittal documents for each Segment, for CITY review and comment. The CONSULTANT will use the 60% design plans and progress to the 90% design and plan level. The CONSULTANT will take into consideration the 60% design review comments from the CITY while advancing to the 90% level.

The anticipated sheet list for final design includes:

90% & Ad-Ready Submittal Sheet List

	90% Design		Ad-Ready	
	90%	AD	90%	AD
Cover Sheet with Vicinity Map and Index	1	1	1	1
Legend, General Notes, Abbreviations, and Project Key map	2	2	2	2
Roadway Typical Sections	4	4	3	3
Alignment, Profile, and ROW Plans	4	4	12	12
Site Preparation & TESC Plans	5	5	9	9
TESC Notes	1	1	1	1
TESC Details	2	2	1	1
Temporary Access Road Plans	4	4	-	-
Paving Plans	4	4	9	9
Paving Details	2	2	2	2
Intersection & Curb Ramp Grading Details	4	4	7	7
Grading Plans	2	2	-	-

Driveway and Property Plans	8	8	10	10
Drainage Plans and Profiles	10	10	18	18
Drainage Details	4	4	2	2
Retaining Wall Notes & Sequencing Plan	1	1	-	-
Retaining Wall Plan and Profiles	10	10	-	-
Retaining Wall Details	4	4	-	-
Bridge Plans	34	34	-	-
Stream Restoration Details	3	3	-	-
Pavement Marking & Signing Plans	4	4	9	9
Pavement Marking Details	1	1	1	1
Signing Schedule & Details	2	2	2	2
Signals, Illumination & ITS Plans	4	4	12	12
Signal Details (3 Intersections)	1	1	1	1
Illumination Schedule & Details	2	2	2	2
Landscaping and Irrigation Plans	2	2	2	2
Landscaping Details	2	2	2	2
Irrigation Details	-	-	1	1
Utility Plans and Profiles	10	10	18	18
Utility Details	2	2	2	2
Staging and Traffic Control Sequencing Notes	1	1	1	1
Staging and Traffic Control Plans	6	6	4	4
Joint Utility Trench Plans & Profiles	5	5	9	9
Joint Utility Trench Details	2	2	2	2
Total # Sheets	153	153	145	145

Assumptions:

- There will be a maximum of two (2) construction segments defined as Segment 1 (100th Street NE to 104th Place NE) and Segment 2 (104th Place NE to 116th Street NE).
- The 2018 WSDOT Specification Book will be used for both construction packages.

Deliverable(s):

- 90% Design PS&E for Segment 2
- Responses to review comments from CITY Staff

13.21 Ad-Ready Submittal

The CONSULTANT will use the 90% design plans and progress to the Ad-Ready design and plan level for two (2) Segments and prepare separate Ad-Ready construction documents for each Segment. The CONSULTANT

will take into consideration the 90% design review comments from the CITY while advancing to the Ad-Ready level.

Assumptions:

- There will be a maximum of two (2) construction segments defined as Segment 1 (100th Street NE to 104th Place NE) and Segment 2 (104th Place NE to 116th Street NE).
- The 2018 WSDOT Specification Book will be used for both construction packages.

Deliverable(s):

- Ad-Ready Design PS&E for Segment 2
Responses to review comments from CITY Staff

TASK 14. CONSTRUCTABILITY ANALYSIS/MOCK BID EXERCISE

This Supplemental Agreement No. 2 makes no changes to this Task.

TASK 15. REAL ESTATE SERVICES

This Supplemental Agreement No. 2 includes additional effort to review and revise certain legal descriptions, exhibits, and offer documentation in order to provide assistance to the CITY in acquiring the necessary right-of-way, permanent easements and temporary construction easements to construct the roadway and utility improvements.

CONSULTANT will provide the following additional work:

15.2 Property Descriptions and Valuations. Manage the preparation of a PFE, AOS reports, and Appraisals.

1. Review and quality control (QC) up to twenty-eight (28) legal descriptions, exhibits, and right-of-way plans revised by Survey Subconsultant (1-Alliance) for the transfer of the property rights needed for construction, including fee interests, permanent and temporary easements, for use by the right of way acquisition team. These revisions are required due to the changes in scope necessary from the outcome of the 30% Design Review and VE Study recommendations.
2. Revise PFE and fifteen (15) AOS reports previously accomplished to reflect design changes and refinements in stormwater facilities, access layouts, HAWK signal, and other design modifications.

15.3 Right-of-Way Acquisitions and Negotiations.

1. The need to provide coordination with WSDOT Real Estate and Highways & Local Programs through conference calls and attendance at in-progress meetings held at the City of Marysville is no longer required as a result of the CITY's decision to not obtain federal funding for the PROJECT.
2. Prepare additional right-of-way acquisition documents and conduct extended negotiations with up to four (4) property owners (PCM, Payne, Klein, and Mickelson).

CITY Responsibilities:

1. CITY responsibilities remain unchanged from the original scope.

Assumption(s):

1. Assumptions remain unchanged from the original scope of services, except as defined herein.
2. Up to a maximum of 28 Exhibits and Legal Descriptions will require revision.
3. Right-of-way plans, legal descriptions and Right-of-way Exhibits currently prepared using metes & bounds are sufficient.
4. Four (4) property owners will required additional negotiation efforts beyond the assumptions contained in the Original Agreement.

Deliverable(s):

1. Revised PFE, AOS Reports and Appraisal QC Checklists parcels impacted by design changes.
2. Revised legal descriptions and exhibits, and QC for parcels impacted by design changes

TASK 16. FUNDING SUPPORT

This Supplemental Agreement No. 2 eliminates the need for continued support to obtain federal funding for the PROJECT and provides additional budget for use to assist with CITY efforts to obtain multiple WA State Transportation Improvement Board (TIB) grants.

TASK 17. BIDDING PHASE ASSISTANCE

This Supplemental Agreement No. 2 adds the following work efforts for the Segment 2 construction package, State Avenue Improvements Project (104th Place NE to 116th Street NE).

The objective of this task is to provide assistance to the CITY during the advertisement for construction and bidding phase in order to provide information to prospective bidders to support a competitive bidding environment.

CONSULTANT will provide written responses to questions and requests for clarifications to the contract documents submitted to the CITY during the bidding period. Responses will be provided in Microsoft Word format and submitted to the CITY for inclusion in contract addenda.

CONSULTANT will evaluate Bidder requests for alternative (“or equal”) approvals during the bidding phase.

CONSULTANT will prepare, attend and participate in the Pre-Bid Conference.

CONSULTANT will assist the CITY in preparing all addenda.

CITY Responsibilities:

Record, consolidate and deliver Bidder questions and requests for contract document interpretations to the CONSULTANT in timely fashion.

Schedule, organize and conduct the Pre-Bid Conference.

CITY will issue all addenda.

Assumption(s):

- This PROJECT will be bid as two segments and therefore two construction projects.
- Pre-Bid Conference for Segment 2 will be held at the City of Marysville Public Works Offices and include a site visit – maximum labor effort for two CONSULTANT staff of 4 hours per staff member.
- The budget for this task is limited to that amount shown in the project budget. Work beyond the budgeted amount will be considered extra work.

Deliverable(s):

- Written responses to Bidders’ questions and requests for interpretations and evaluation of acceptable alternate (“or equals”).
- Pre-bid addenda.
- Conformed set of contract documents.


City of Marysville: State Avenue Corridor Widening Project (100th Street NE to 116th Street NE) - Amendment 2

Task #	Task Description	From "Labor Budget" Tab	From "Expenses" Tab	Total From Spreadsheet	Total For Proposal
		Billable Labor	Billable Expenses		
1	Project Management & Administration	\$ 33,998.26	\$ 650.50	\$34,648.76	
2	Client Communications & Coordination	\$ 9,664.52	\$ 174.50	\$9,839.02	
3	Quality Assurance / Quality Control	\$ 13,819.60	\$ 362.50	\$14,182.10	
4	Data Collection / Review of Existing Information	\$ -	\$ -	\$0.00	
5	Survey and Mapping	\$ 1,787.60	\$ 9,288.00	\$11,075.60	
6	Geotechnical Engineering	\$ -	\$ -	\$0.00	
7	Watermain Design	\$ 12,908.04	\$ 14.00	\$12,922.04	
8	Traffic Analysis	\$ -	\$ -	\$0.00	
9	Preliminary Engineering	\$ -	\$ -	\$0.00	
10	30% Design	\$ -	\$ -	\$0.00	
11	Value Engineering (VE) Study	\$ -	\$ -	\$0.00	
12	Environmental Documentation & Permitting	\$ 36,779.06	\$ 50.00	\$36,829.06	
13	Final Design - PS&E	\$ 127,853.26	\$ 375.00	\$128,228.26	
14	Constructability Analysis	\$ -	\$ -	\$0.00	
15	Real Estate Services	\$ 14,348.80	\$ 5,179.00	\$19,527.80	
16	Funding Support	\$ (5,206.92)	\$ -	-\$5,206.92	
17	Bidding Phase Assistance	\$ 9,171.26	\$ -	\$9,171.26	
				\$271,216.98	\$0.00
Escalation				\$0.00	\$0.00
				\$271,216.98	\$0.00

Index #16

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 10, 2018

AGENDA ITEM:	
Local Programs State Funding Agreement and Project Prospectus with WSDOT re Grove Street Overcrossing	
PREPARED BY:	DIRECTOR APPROVAL:
Jeff Laycock, City Engineer	
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
Award Letter Project Prospectus Local Programs State Funding Agreement Vicinity Map Typical Section Documented Engineer's Estimate Funding Checklist	
BUDGET CODE:	AMOUNT:
	\$500,000
SUMMARY:	
The City received \$500,000 in State transportation funds towards design of the Grove Street Overcrossing project. Since this is a state funded project, the funds are administered through WSDOT and a Local Programs State Funding Agreement (agreement) and Project Prospectus (prospectus) are required in order to obligate funding. The agreement ensures 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 state funds.	

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the Local Programs State Funding Agreement and Project Prospectus with WSDOT thereby securing design funding for the Grove Street Overcrossing Project.



Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

March 28, 2018

Mr. Kevin Nielsen
Public Works Director
City of Marysville
80 Columbia Avenue
Marysville, WA 98270-4540

**Grove Street Overcrossing
2018 Supplemental Transportation Budget
State Funding**

Dear Mr. Nielsen: *Kave*

WSDOT is pleased to advise you that the above mentioned project was selected to receive funding through the 2018 Supplemental Transportation Budget. The state funding is limited as shown below:

Grove Street Overcrossing

\$500,000

Scope: A new overcrossing at the BNSF mainline between Cedar Ave and State Ave to help to eliminate significant congestion and traffic backups currently experienced due to train traffic through the city.

In order to meet state requirements, the following are required:

- Project expenditures incurred before receiving notice from Local Programs of state fund authorization are not eligible for reimbursement.
- Please refer to the Local Programs web page for detailed authorization information, including: (<http://www.wsdot.wa.gov/localprograms/>)
 - ✓ Local Agency Guidelines (LAG) manual for detailed requirements;
 - ✓ Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP) amendments, as applicable;
 - ✓ Funding and billing forms;
 - ✓ Quarterly Project Report required to be completed by the end of March, June, September, and December each year. To access the database you will need an account name and password. Your account name is **Marysville** and your password is **Marys088**. The password is case sensitive.

As a reminder, Local Programs encourages all agencies to submit monthly progress billings to ensure timely reimbursement of eligible expenditures.

For assistance please contact Mehrdad Moini, your Region Local Programs Engineer, at 206.440.4734.

Sincerely,

Kathleen B. Davis
Director
Local Programs

KBD:st:sas

cc: PSRC, Kelly McGourty, Transportation Director
Mehrdad Moini, Northwest Region Local Program Engineer, MS NB82/121



Local Agency Federal Aid Project Prospectus

Prefix	Route	()	Date	7/12/2018
Federal Aid Project Number			DUNS Number	076658673
Local Agency Project Number	R1702	(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 type="checkbox"/> 20.205 <input type="checkbox"/> Other			
Project Title Grove Street Overcrossing	Start Latitude N 48° 3'40.40" End Latitude N 48° 3'40.70"	Start Longitude W 122°10'49.33" End Longitude W 122°10'37.00"			
Project Termini From-To Cedar Avenue State Avenue	Nearest City Name Marysville	Project Zip Code (+4) 98270-3601			
Begin Mile Post N/A	End Mile Post N/A	Length of Project 850 feet	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad		
Route ID N/A	Begin Mile Point	End Mile Point	City Number 0745	County Number 31	County Name Snohomish
WSDOT Region Northwest Region	Legislative District(s) 38	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.	\$2,427,000	\$1,927,000	\$500,000	September	2018
R/W	\$500,000	\$500,000			
Const.	\$18,607,000	\$18,607,000			
Total	\$21,534,000	\$20,034,000	\$500,000		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width 44'	Number of Lanes 2 to 3-lanes
----------------------	---------------------------------

There is an existing at-grade crossing with railroad crossing gates. Grove Street is fully built-out with curb and gutter, sidewalks, bicycle lanes and 2 travel lanes and variable width left-turn lane.

Description of Proposed Work

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

A new overcrossing at the BNSF mainline between Cedar Avenue and State Avenue to help eliminate congestion currently experienced due to train traffic through the City.

Local Agency Contact Person Jeff Laycock, P.E.	Title City Engineer	Phone (360) 363-8274	
Mailing Address 80 Columbia Ave	City Marysville	State WA	Zip Code 98270
Project Prospectus	By _____ Title City Engineer	Approving Authority _____ Date	

Agency City of Marysville	Project Title Grove Street Overcrossing	Date 7/12/2018
------------------------------	--	-------------------

Type of Proposed Work			
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 checked="" type="checkbox"/> Railroad <input type="checkbox"/> Parking <input type="checkbox"/> Other <input checked="" type="checkbox"/> Bridge	65'	4-lanes	

Geometric Design Data		
Description	Through Route	Crossroad
Federal Functional Classification	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS <input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input checked="" 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 checked="" 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
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	25	30
Design Speed	25	30
Existing ADT	8000	10000, 12000
Design Year ADT	12500	15000, 20000
Design Year	2040	N/A
Design Hourly Volume (DHV)	N/A	N/A

Performance of Work		
Preliminary Engineering Will Be Performed By Consultant	Others	Agency
	100 %	0 %
Construction Will Be Performed By Contractor	Contract	Agency
	100 %	%

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

Environmental Considerations
None.

Agency City of Marysville	Project Title Grove Street Overcrossing	Date 7/12/2018
------------------------------	--	-------------------

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

Utilities	Railroad
<input type="checkbox"/> No utility work required <input type="checkbox"/> All utility work will be completed prior to the start of the construction contract <input checked="" type="checkbox"/> All utility work will be completed in coordination with the construction contract	<input type="checkbox"/> No railroad work required <input type="checkbox"/> All railroad work will be completed prior to the start of the construction contract <input checked="" type="checkbox"/> 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

Utility relocation will be reviewed during design. The project proposes elimination of the at-grade crossing with an overcrossing, so the railroad will be a stakeholder in the project.

FAA Involvement

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

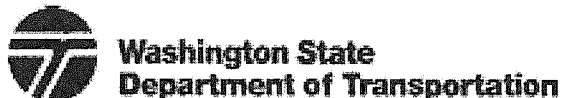
Remarks

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 City of Marysville

Date

By _____
 Mayor/Chairperson



Local Programs State Funding Agreement Work by Public Agencies		Agency and Address City of Marysville 80 Columbia Ave Marysville, WA 98270
Agreement Number	Maximum Amount Authorized 500,000.00	Location and Description of Work (See also Exhibit "A") A new overcrossing at the BNSF mainline between Cedar Avenue and State Avenue to help eliminate congestion currently experienced due to train traffic through the City.
Participating Percentage 100.00%	Project Number	

This AGREEMENT is made and entered into this _____ day of _____, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "STATE," and the above named organization, hereinafter call the "AGENCY."

WHEREAS, the AGENCY is planning the work shown above, and in connection therewith, the AGENCY has requested financial assistance for the project or program, and

WHEREAS, the AGENCY has requested funds for the above shown project or program, which has been selected by the STATE for funding assistance.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREE AS FOLLOWS:

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated State Funds
PE	a. Agency			
	b. Other Consultant	500,000.00		500,000.00
	c. Other Consultant	1,927,000.00	1,927,000.00	
	d. State			
	e. Total PE Cost Estimate (a+b+c+d)	\$ 2,427,000.00	\$ 1,927,000.00	\$ 500,000.00
Right of Way	f. Agency			
	g. Other			
	h. Other			
	i. State			
	J. Total R/W Cost Estimate (f+g+h+i)	\$ 0.00	\$ 0.00	\$ 0.00
Construction	k. Contract			
	l. Other			
	m. Other			
	n. Other			
	o. Agency			
	p. State			
	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)	\$ 2,427,000.00	\$ 1,927,000.00	\$ 500,000.00	

**I
General**

The AGENCY agrees to perform the above described work in accordance with the Project Application attached hereto as "Exhibit A" and made a part of this AGREEMENT.

Plans, specifications, and cost estimates shall be prepared by the AGENCY in accordance with the current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction and adopted design standards, unless otherwise noted. The AGENCY will incorporate the plans and specifications into the AGENCY's project and thereafter advertise the resulting project for bid and, assuming bids are received and a contract is awarded, administer the contract, or if the project is of a size which the AGENCY is authorized to perform with its own forces under the laws of the State of Washington, the AGENCY may proceed with its own forces.

All work performed under this AGREEMENT shall comply with the applicable provisions of state law.

**II
Payment**

The STATE, in consideration of the faithful performance of the work to be performed by the AGENCY, agrees to reimburse the AGENCY for the percentage of the actual direct and related indirect cost of the work shown above, up to the "MAXIMUM AMOUNT AUTHORIZED". The agency will comply with Governmental Accounting Auditing and Financial Reporting Standards and applicable state law and local regulations, policies and procedures. No payment will be made for work done prior to execution of this AGREEMENT.

Partial payments shall be made by the STATE, upon request of the AGENCY, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final audit, all required adjustments will be made and reflected in a final payment. The AGENCY agrees to submit a final bill to the STATE within forty-five (45) days after the AGENCY has completed work.

The AGENCY agrees that all costs in excess of the amount authorized and the AGENCY's matching funds shall be the responsibility of the AGENCY.

**III
Audit**

The AGENCY agrees that an audit may be conducted by the STATE. During the progress of the work and for a period not less than three (3) years from the date of final payment to the AGENCY, the records and accounts pertaining to the work and accounting thereof are to be kept available for inspection and audit by the STATE and copies of all records, accounts, documents, or other data pertaining to the project will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the three-year retention period.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year last written below.

AGENCY

By: _____

Title: Jon Nehring, Mayor

Date: _____

**IV
Legal Relations**

No liability shall attach to the AGENCY or the STATE by reason of entering into this AGREEMENT except as expressly provided herein.

**V
Nondiscrimination**

The AGENCY agrees to comply with all applicable state and federal laws, rules, and regulations pertaining to nondiscrimination and agrees to require the same of all subcontractors providing services or performing any work using funds provided under this AGREEMENT.

**VI
Venue**

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

**VII
Termination**

The Secretary of the Department of Transportation may terminate this AGREEMENT if the funding becomes unavailable or if the Secretary determines that it is in the best interest of the STATE.

**VIII
Final Report and Final Inspection**

Within ninety (90) days following the completion of the project and submission of the final billing for the project, a final report and/or final inspection shall be submitted to the Director, Highways & Local Programs containing the following information:

Non-Capital Projects

1. A description of the project or program.
2. A summary of actual costs of the project or program.
3. An evaluation of the project or program. This should address aspects such as transportation and/or other benefits to the public.

Capital Projects

1. A final inspection is required.

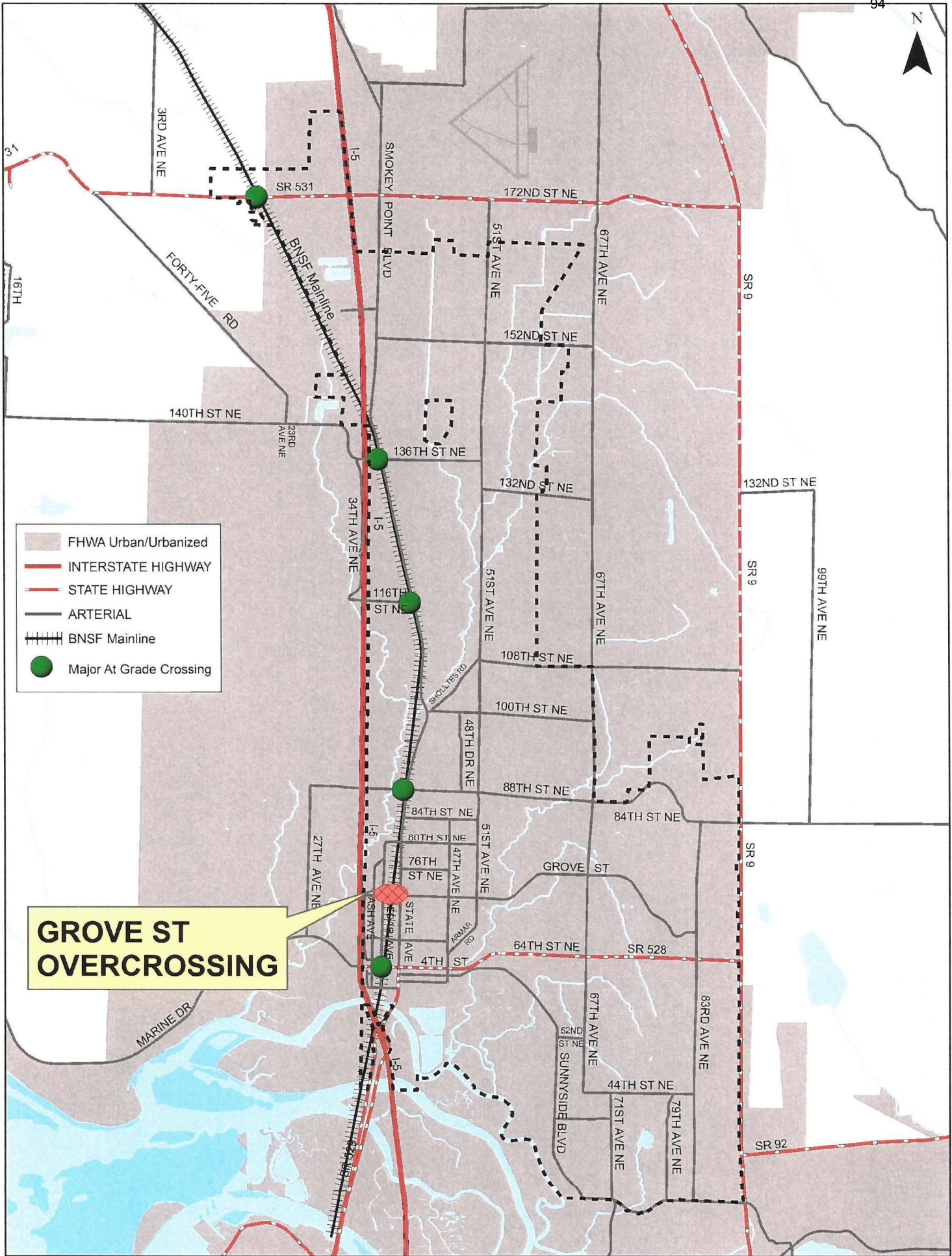
**IX
Supplement**







This agreement may be modified or supplemented only in writing by parties.

STATE

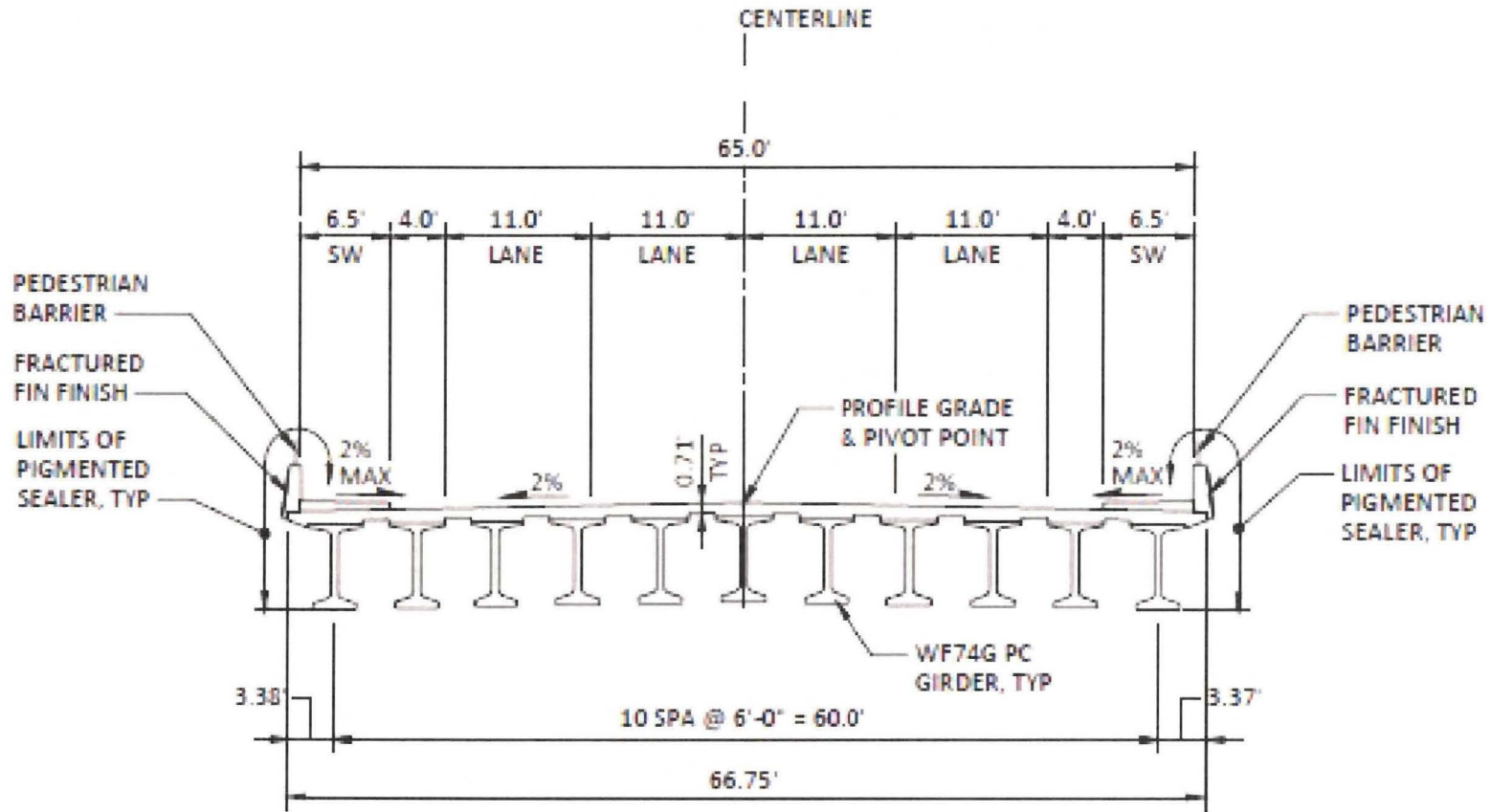
By: _____
Director, Local Programs

Date: _____



-  FHWA Urban/Urbanized
-  INTERSTATE HIGHWAY
-  STATE HIGHWAY
-  ARTERIAL
-  BNSF Mainline
-  Major At Grade Crossing

**GROVE ST
OVERCROSSING**



TYPICAL SECTION

PROJECT: *City of Marysville - Grove Street Grade Separation*
FILE NAME: \\archiveserv\NewformaArchive\2015\A15.0036\00\ProjMgt\Submittals\Memo\150805[Over - East Ramp(Main Cost).xls]Summary
SUBJECT: **COST ESTIMATE**
DESIGNER: GAB
DATE: 16-Jul-18

COST ESTIMATE SUMMARY - BRIDGE

SUBSTRUCTURE					
1	SHAFT EXCAVATION INCL. HAUL	1,375	C.Y.	\$ 400	\$ 550,000
2	FURNISHING TEMP. CASING FOR 8 FT. DIAM. SHAFT	720	L.F.	\$ 275	\$ 198,000
3	PLACING TEMP. CASING FOR 8 FT. DIAM. SHAFT	6	EACH	\$ 750	\$ 4,500
4	REMOVING OBSTRUCTIONS (15% OF SHAFT SUBTOTAL)	1	F.A.	\$ 231,285	\$ 231,300
5	CSL ACCESS TUBE	5,760	L.F.	\$ 6.00	\$ 34,600
6	CSL TESTING	6	EACH	\$ 2,500	\$ 15,000
7	ST. REINF. BAR FOR BRIDGE	71,000	LB.	\$ 1.00	\$ 71,000
8	ST. REINF. BAR FOR SHAFT	269,000	LB.	\$ 1.00	\$ 269,000
9	EPOXY COATED REINF. BAR FOR BRIDGE	7,100	LB.	\$ 1.25	\$ 8,900
10	CONC. CLASS 4000 FOR BRIDGE	355	C.Y.	\$ 750	\$ 266,300
11	CONC. CLASS 4000P FOR SHAFTS	1,345	C.Y.	\$ 350	\$ 470,800
12	TRAFFIC BARRIER	240	L.F.	\$ 100	\$ 24,000
13	BRIDGE RAILING TYPER BP	240	L.F.	\$ 85	\$ 20,400
14	PIGMENTED SEALER	605	S.Y.	\$ 9.00	\$ 5,500
SUBTOTAL SUBSTRUCTURE =					\$ 2,169,300

SUPERSTRUCTURE					
1	ST. REINF. BAR	92,826	LB.	\$ 1.00	\$ 92,900
2	EPOXY-COATED ST. REINF. BAR	73,283	LB.	\$ 1.25	\$ 91,700
3	PRESTRESSED PRECAST GIRDERS: WF50G	1,080	L.F.	\$ 275	\$ 297,000
4	GIRDER ERECTION	9	EACH	\$ 2,500	\$ 22,500
5	CONCRETE CLASS 4000	221	C.Y.	\$ 500	\$ 110,300
6	CONCRETE CLASS 4000D	268	C.Y.	\$ 600	\$ 160,800
7	CEMENT CONCRETE SIDEWALK	175	S.Y.	\$ 100	\$ 17,500
8	ELASTOMERIC BEARING PAD - CONC. GIRDERS	18	EACH	\$ 200	\$ 3,600
9	ELASTOMERIC BEARING PAD - CONC. GIRDERS LONG. STC	18	EACH	\$ 200	\$ 3,600
10	GROUT PADS FOR ELASTOMERIC BEARINGS	18	EACH	\$ 20	\$ 400
11	TIMBER BLOCK GIRDER SUPPORTS	18	EACH	\$ 20	\$ 400
12	EXPANSION JOINT SYSTEM - STRIP SEAL	100	L.F.	\$ 175	\$ 17,500
13	DIAPHRAGM ANCHOR INSERTS AND BOLTS	1	L.S.	\$ 2,000	\$ 2,000
SUBTOTAL SUPERSTRUCTURE =					\$ 820,200

SUBTOTAL BRIDGE =					\$ 2,989,500
--------------------------	--	--	--	--	---------------------

Cost/LF \$ 24,913

PROJECT: *City of Marysville - Grove Street Grade Separation*
FILE NAME: \\archiveserv\NewformaArchive\2015\A15.0036\00\ProjMgt\Submittals\Memo\150805\Over - East Ramp(Main Cost).xls]Summary
SUBJECT: **COST ESTIMATE**
DESIGNER: GAB
DATE: 16-Jul-18

COST ESTIMATE SUMMARY - FILL APPROACHES

EAST SIDE STRUCTURAL EARTH WALL - FILL APPROACH					
1	STRUCTURAL EARTH WALL	17,870	S.F.	\$ 40	\$ 714,900
2	SEW TRAFFIC BARRIER	716	L.F.	\$ 100	\$ 71,700
3	BRIDGE RAILING TYPE BP	716	L.F.	\$ 60	\$ 43,000
4	PIGMENTED SEALER	2,383	S.Y.	\$ 9.00	\$ 21,500
5	GRAVEL BORROW INCL. HAUL	19,386	C.Y.	\$ 30	\$ 581,600
6	STRUCTURE EXCAVATION CLASS B INCL. HAUL	4,144	C.Y.	\$ 40	\$ 165,800
7	HAZ MAT EXCAVATION INCL INCL. HAUL	0	C.Y.	\$ 75	\$ -
8	GROUND IMPROVEMENT (STONE COLUMNS)	0	EACH	\$ 2,600	\$ -
9	CRUSHED SURFACING BASE COURSE	1,494	C.Y.	\$ 30	\$ 44,900
10	HOT MIXED ASPHALT	1,046	TON	\$ 100	\$ 104,600
SUBTOTAL EAST SIDE STRUCTURAL EARTH WALL - FILL APPROACH =					\$ 1,748,000

WEST SIDE STRUCTURAL EARTH WALL - FILL APPROACH					
1	STRUCTURAL EARTH WALL	20,207	S.F.	\$ 40	\$ 808,300
2	SEW TRAFFIC BARRIER	1,125	L.F.	\$ 100	\$ 112,500
3	BRIDGE RAILING TYPE BP	1,125	L.F.	\$ 60	\$ 67,500
4	PIGMENTED SEALER	2,129	S.Y.	\$ 9.00	\$ 19,200
5	GRAVEL BORROW INCL. HAUL	23,751	C.Y.	\$ 30	\$ 712,600
6	STRUCTURE EXCAVATION CLASS B INCL. HAUL	5,521	C.Y.	\$ 40	\$ 220,900
7	HAZ MAT EXCAVATION INCL INCL. HAUL	0	C.Y.	\$ 75	\$ -
8	GROUND IMPROVEMENT (STONE COLUMNS)	0	EACH	\$ 2,000	\$ -
9	CRUSHED SURFACING BASE COURSE	2,053	C.Y.	\$ 30	\$ 61,600
10	HOT MIXED ASPHALT	1,091	TON	\$ 100	\$ 109,100
SUBTOTAL WEST SIDE STRUCTURAL EARTH WALL - FILL APPROACH =					\$ 2,111,700

SUBTOTAL BRIDGE APPROACHES = \$ 3,859,700 \$

Cost/LF
4,193

PROJECT: **City of Marysville - Grove Street Grade Separation**
SUBJECT: **COST ESTIMATE - OVERCROSSING**
DATE: 16-Jul-18

Estimate Subtotal		\$	6,849,200
Other Costs	35%	\$	3,097,220
Mobilization	10%	\$	994,642
Estimated Bid Price (2015 Dollars)			\$ 10,942,000
Inflation (3%/year) for 4 years	12%	\$	1,314,000
Estimated Bid Price (2019)			\$ 12,256,000
Estimating Design Contingency	20%	\$	2,452,000
Estimated Bid Cost w/ Contingency			\$ 14,708,000
Construction Contingency	10%	\$	1,471,000
Estimated Total Payments to Contractor (2019 Dollars)			\$ 16,179,000
Estimated Reimbursement for Construction by Railroad Forces (BNSF)			-
Estimated Project Cost for Utility Construction by Others			-
Estimated Construction Administration & Inspection Costs	12%	\$	1,942,000
Estimated Construction Engineering Costs	3%	\$	486,000
Estimated Total Construction Costs			\$ 18,607,000
Estimated ROW Costs		\$	500,000
Estimated Professional Engineering Costs	15%	\$	2,427,000
ESTIMATED TOTAL PROJECT COST			\$ 21,534,000

QUANTITY CALCULATIONS - Main Bridge

Span Arrangement - numbered from west to east

Span [-]	Length [feet]	Girder [label]	Girder Lines [Qty]
1	120	WF50G	9
2	0	WF42G	0
3	0	WF42G	0
4	0	W83G	0
5	0	W83G	0
6	0	W74G	0

Crossbeams - numbered from west to east

Bent [-]	Skew [degrees]	Length [feet]	Width [feet]
1	0	66.75	6.333
2	0	66.75	6.333
3	0	66.75	6.333
4	0	66.75	6.333
5	0	66.75	6.333
6	0	66.75	6.333
7	0	66.75	6.333
			5

NOTE: Minimum Stage 1 Height Assumed

NOTE:

Rotations are measured positive "counterclockwise".

Girder Size on Approach Span ...

o West	WF50G	To East ...	WF50G
--------	-------	-------------	-------

DECK: Volume of Con 5340 CF
198 CY

Linear Feet of Girders

Girder	Dist. From CL	Span						
		1	2	3	4	5	6	
1	30	120.00						
2	22.5	120.00						
3	15	120.00						
4	7.5	120.00						
5	0	120.00						
6	-7.5	120.00						
7	-15	120.00						
8	-22.5	120.00						
9	-30	120.00						
TOTA	WF42G	0.00	0.00	0.00	0.00	0.00	0.00	0.00
L	WF50G	1080.00	0.00	0.00	0.00	0.00	0.00	1080.00
GIRDE	W83G	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTA	WF42G	0	0	0	0	0	0	0
L	WF50G	1470.00	0.00	0.00	0	0	0	55
HAUN	W83G	0	0	0	0	0	0	0
								55
								70

Assume Extra 2 Girder Lines b/c of Deck End Haunches. Multiply the haunch calc. by the following: 1.222222222

Diaphragms

Span [label]	Qty Exterior [number]	Qty Interior [number]	Volume [CY]
1	2	3	23.67901235
2	0	0	0
3	0	0	-0
			25

Sidewalks and Barriers

Span [label]	Length [feet]	Total Area [SY]
1	120	173.3333333
2	0	0
3	0	0
Barrier	240	175
Bridge Railing	240	

Crossbeam Volumes

Bent [label]	Trigger [SS or CONT]	Height (West) [feet]	Height (East) [feet]	Area (West) [sq. feet]	Area (East) [sq. feet]	Hmin [feet]	del_H [feet]	Volume [CY]
1	SS	4.833333333	4.833333333	4.190972222	4.190972222	4.833333333	0	114.1301389
2	SS	4.833333333	4.833333333	4.190972222	4.190972222	4.833333333	0	114.1301389
3	0	4.833333333	4.833333333	4.190972222	4.190972222	4.833333333	0	0
4	0	4.833333333	4.833333333	4.190972222	4.190972222	4.833333333	0	0
								230

Deck ...

Width : 66.75 feet
Thickness : 8 inches

"A" - Line Dimension ...

Height : 12 inches Haunch Thickness : 4 inches

Gird. Spacing : 7.5 feet

No. Barriers : 2
Barrier Area : 6.274 sq. feet (from girder section spreadsheet)
accounts for both pedestrian and traffic

Sidewalk...

No. Sidewalks : 2
Width : 6.5 feet
Thickness : 6 inches

Diaphragms...

Interior Height : 2.604166667 feet
Thickness : 8 inches
Exterior Height : 3.104166667 feet
Thickness : 12 inches

Pigmented Sealer

Length : 240 feet
Width : 22.63541667 feet (from CADD)
Area : 605 SY

Expansion Joint System - Strip Seal

Quantity : 2
Length Per : 72.08333333 TOTAL : 145 LF

QUANTITY CALCULATIONS - Main Bridge

Curtain Wall Quantities

Bent [label]	Width [feet]	Height [feet]	Thickness [inches]	Qty Per Bent [number]	Volume [CY]
1	6.333	4.833333333	6	2	1.133685185
2	6.333	4.833333333	6	2	1.133685185
3	6.333	4.833333333	6	0	0
4	6.333	4.833333333	6	0	0
					5

Transverse Girder Stop Quantities

Bent [label]	Quantity [number]	Width [feet]	Length [feet]	Height [feet]	Volume [CY]
1	8	2.5	4.302083333	1.5	4.780092593
2	8	2.5	4.302083333	1.5	4.780092593
3	0	2.5	4.302083333	1.5	0
4	0	2.5	4.302083333	1.5	0
					10

Column Quantities

Bent [label]	Columns/Bent [number]	EL Base of Col [feet]	EL Top of Col [feet]	Length [feet]	Volume [CY]	Length Casing [feet]
1	3	29	49	60	43.6332313	0
2	3	29	49	60	43.6332313	0
3	0	0	0	0	0	0
4	0	0	0	0	0	0
Casing		0.75	Unit Cost: \$ 244 / LF	120	88	0

Haz Mat Coeff 0.081300813

Shaft Quantities

Bent [label]	Shafts/Bent [number]	EL Bott Shaft [feet]	EL Top Shaft [feet]	Length [feet]	Volume [CY]	Temp Casing [feet]	Depth of EX [feet]	Volume of EX [CY]	No. CSL Tubes [number]
1	3	-91	29	360	670.2064328	360	369	686.9615936	24
2	3	-91	29	360	670.2064328	360	369	686.9615936	24
3	0	0	0	0	0	0	0	0	0
4	0	0	0	0	0	0	0	0	0
Casing		0.75	Unit Cost: \$ 316 / LF	720	1345	720	738	1375	48
								Haz Mat Ex	120

QUANTITY CALCULATIONS - Main Bridge

PIER PROTECTION			
Bent [label]	Cols. / Bent [number]	Protection HT. [feet]	Volume [CY]
1	3	7	11
2	3	7	11
3	0	7	0
4	0	7	0
			22

Col. Diameter : 5
 Pier Protection Diam. : 6.5

CY

SQUARE FOOTAGE 120 lf

Local Programs Authorization Package Checklist

Agency: City of Marysville
 Project Title: Grove Street Overcrossing
 Fed Aid/State Project #: _____

By Phase (check all that apply)

Funding Request	PL	PE	RW	CN
New Phase Authorization	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Increase/Decrease	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Agency Region HQ
 Check Check Check

Project Prospectus (DOT Form 140-101) - LAG Chapter 21

Are all three pages included?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does information (title, termini, description, RW needs, cost, etc.) agree with STIP/LAA/NEPA-CE?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the project description written such that the project scope is clear to all?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are pages 1 and 3 signed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is page 1 signed by a CA Agency? If not, indicate below which Agency will serve as CA. CA Agency: <u>City of Marysville</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are the Latitude and Longitudes included and correct?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are Congressional and Legislative Districts filled out and correct?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Project Zip Code includes the +4?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are estimated costs included for all phases of the project?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are the Functional Classification and Urban/Rural designation correct?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are the Right of Way, Utilities, and Railroad sections filled out?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Typical Sections & Vicinity Map - LAG Chapter 21

Are the Vicinity Map(s) and Roadway Section(s) included?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Can someone unfamiliar with the project's location easily tell where it's located using the vicinity map?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are the project limits clearly marked on the map?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the section include all elements, with dimensions, of the roadway prism?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are section changes, if applicable, throughout the project limits noted/displayed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

STIP/Funding Documentation - LAG Chapter 12

Is the currently approved STIP page included?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does STIP information (termini, description, etc.) match the LAA and Prospectus?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are phases being authorized included in the STIP?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is funding from all requested programs shown in the STIP?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are the requested funds supported by the STIP?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If funded through a HQ managed program (ex. Bridge, Demo), is the award letter included?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Local Agency Agreement (DOT Forms 140-039 & 140-041) - LAG Chapter 22

Is at least one LAA or LAA supplement with an original signature included?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Current form used? (check revision date at bottom left)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
All pages of Agreement included?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are the Agency information, Project #, LAA #, Supplement #, and date of original agreement execution correct?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does project information (title, termini, length, description, etc.) agree with STIP/Prospectus/NEPA-CE?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the reason for supplement accurate and up to date?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the Project Agreement End Date (month, day, and year) included? Does it follow LAG guidance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
When not authorizing a new phase, is the end date the same as shown on the previous agreement? If not, is adequate justification (see LAG 22.3) included to support changing the end date?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the Advertisement Date (month, day, and year) included? Is it within 6 weeks of estimated CN authorization?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If the indirect cost rate box is checked 'Yes', is the rate provided in the funding package?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If corrections made, are they initialed? If made by WSDOT is permission from Agency provided?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are funding amounts calculated correctly?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are the federal aid participation ratios correct, and are the requested federal amounts being maximized?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Local Programs Authorization Package Checklist

Agency: City of Marysville
 Project Title: Grove Street Overcrossing
 Fed Aid/State Project #: _____

By Phase (check all that apply)

Funding Request	PL	PE	RW	CN
New Phase Authorization	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Increase/Decrease	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Region	HQ
Agency	Check	Check

Documented Cost Estimate - LAG 22.4 and Appendix 22.56

Is a Documented Cost Estimate included for each phase requesting/changing funds?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are total dollars on the LAA supported by the phase estimates?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the estimate sufficiently demonstrate how the costs were determined?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If historical percentages are used for PE/CE estimates, are the percentages reasonable and supported?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Right of Way - LAG Chapter 25

If authorizing RW, is a PFE or true cost estimate included?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the PFE/true cost estimate support RW amounts shown on the LAA?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If authorizing RW and Relocation is required, is the signature page of the approved Relocation Plan included?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If authorizing CN, is the HQ approved RW Certification included?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Environmental Documentation/Approval (NEPA) - LAG Chapter 24

Is an approved NEPA package (at least signature page) included?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the description of work match the Prospectus/LAA/STIP?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the footprint of the project within the limits of the NEPA approval?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Do the NEPA-CE Part 3 RW responses agree with the STIP and Prospectus?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the approval date within the last 3 years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If approval is older than 3 years, has the approval been re-evaluated by the Environmental group?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DBE Goals - LAG Chapter 26

If the submittal is for CN, is the DBE goal letter/e-mail included, or are the goals in SPORT?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If construction by Local Forces, is the approved PIF included or noted in SPORT?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>


PROJECT NOTES (Provide additional information or explanation as necessary)

Index #17

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE:

AGENDA ITEM:	
Professional Services Agreement with BergerABAM for 30% Design of the Grove Street Overcrossing Project	
PREPARED BY:	DIRECTOR APPROVAL:
Jeff Laycock, City Engineer	
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
Professional Services Agreement	
BUDGET CODE:	AMOUNT:
30500030.563000, R1702	\$896,072
SUMMARY:	

The City advertised a Request for Proposals, asking firms to submit written proposals stating their qualifications to provide consultant services related to the Grove Street Overcrossing project. The project proposes to construct an overcrossing at the existing at-grade railroad crossing on Grove Street between Cedar Avenue and State Avenue. The City received a proposal from one firm, BergerABAM. Since we received only one proposal, the City proceeded with negotiation of scope and fee with BergerABAM. BergerABAM performed the railroad crossing study in 2015, which recommended the Grove Street Overcrossing project as the preferred option for a grade separate route across the railroad between State Route 528 (4th Street) and 88th Street NE. BergerABAM also designed the 156th St NE overcrossing at Interstate 5 and are currently designing the First Street Bypass project.

The attached Professional Services Agreement (PSA) will provide the City with preliminary (30%) design of the project, preparation of permit documents, and coordination with stakeholders including Burlington Northern Santa Fe and adjacent property owners. It is in the staff's opinion that the negotiated fee of \$896,072 is fair and consistent with industry standard.

The project design is partially funded by the State. The State's contribution is \$500,000, therefore the City's contribution towards this level of design effort is \$396,072.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute a Professional Services Agreement for 30% design of the Grove Street Overcrossing project between the City of Marysville and BergerABAM, Inc in the amount of \$896,072.00.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND BERGERABAM, 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 BergerABAM, Inc., a corporation licensed/incorporated in Washington, organized under the laws of the state of Washington, located and doing business at 33301 Ninth Avenue South, Suite 300, Federal Way, Washington, 98003-2300 (“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 upon notice to proceed as issued by the City and shall terminate at midnight on June 30, 2019. 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 Eight Hundred Ninety Six Thousand Seventy Two Dollars (**\$896,072.00**) 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
 Jeff Laycock, PE; City Engineer
 80 Columbia Ave
 Marysville, WA 98270

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

BERGERABAM, INC.

Ross French, PE

33301 Ninth Avenue South, Suite 300

Federal Way, WA 98003-2600

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 _____, 2018.

CITY OF MARYSVILLE

BERGERABAM, INC.

By _____
Jon Nehring, Mayor

By _____
Robert L. Fernandez
Its: Vice President

ATTEST/AUTHENTICATED:

, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A

EXHIBIT A
SCOPE OF WORK FOR ENGINEERING SERVICES FOR
CITY OF MARYSVILLE GROVE STREET OVERCROSSING PROJECT

PROJECT BACKGROUND

The Burlington Northern/Santa Fe (BNSF) Railway tracks run between, and nearly parallel to, I-5 and State Avenue/SR 529 in the City of Marysville, Washington. The tracks impede the east-west flow of traffic into and through the downtown core, serving to compound what is already one of the city's most pressing transportation challenges: lack of sufficient vehicle-carrying capacity between I-5 and SR-9 to the east. An analysis of conceptual railroad grade separations was performed by the city to provide a qualitative review of the possible locations for a grade separation within the City of Marysville that lie north of the proposed State Route (SR) 529/Interstate 5 (I-5) Interchange and south of 88th Street, which also connects to I-5. Based on this qualitative review, a screening process was used to identify a preferred location. The preferred location is at 72nd Street NE, commonly referred to as Grove Street.

The purpose of this project is to provide a new bridge design over the railroad tracks while modifying but maintaining existing access to businesses along the approach roadways and minimizing right-of-way (ROW) and utility impacts. The bridge and roadway cross sections will be configured for at least two 11-foot traffic lanes, two 5-foot bicycle lanes, two 6-foot sidewalks, and two 2-foot traffic barriers for a total of 46 feet. It is anticipated that the bridge will be approximately 120 feet long, with approach fills extending an additional 500 feet on either side of the bridge. Project limits extend from west of the Cedar Avenue-Grove Street intersection on the west to east of the State Avenue-Grove Street intersection on the east.

During construction, traffic will be detoured away from the impacted section of Grove Street to nearby arterial streets to facilitate construction of the project.

Engineering for the Grove Street Overcrossing project will be accomplished in three phases.

Preconstruction – Phase 1

This initial phase will include topographic survey of the site; right-of-way feasibility support; geotechnical explorations; and analysis, discussion, and coordination related to the BNSF railroad tracks. The results of these tasks will provide the basis for the type, size, and location (TS&L) study in order to obtain a preferred bridge alternative. "CONSULTANT" and "SUBCONSULTANT" that are used in this scope of work both refer to work within the responsibility of the CONSULTANT.

Phase 1 will also include sufficient preliminary engineering of the preferred alternative to prepare preliminary bridge plans to be completed for submittal to BNSF for review and to prepare the project design report. Similarly, the preliminary engineering effort shall be sufficient to determine environmental and permitting documentation required for the project.

Once the preferred alternative has been selected and agreed to by the City and BNSF, the 30 percent design report and other design efforts will begin. A 30% submittal package including plans and cost estimate will be prepared as part of Phase 1.

For the purposes of this scope and fee estimate, only Phase 1 task have been assigned hours and hourly rates. Phase 2 hours and rates will be developed after the completion of Phase 1.

Preconstruction, Contract Documents – Phase 2

Completion of the design and preparation of construction documents (PS&E) is included as part of Construction, Contract Documents – Phase 2. The 30 percent complete design plans, specifications, and cost estimates (PS&E) completed in Phase 1 will be further developed to generate 60 percent, 90 percent, and ad-ready design plans, specifications, and cost estimate document submittals. Effort for these tasks may need to be adjusted once the scope of the project is defined at the completion of the TS&L revisions.

Construction Services – Phase 3

The scope for engineering services during the construction of the project is not included in the following scope of work and fee estimate, but will be provided as supplemental services after the completion of Phase 2.

PROJECT OBJECTIVES

After this project is constructed, this new crossing over the BNSF tracks will provide a bridge structure that will maintain the connection of Grove Street for vehicles, bicycles, and pedestrians. Other project objectives include the following.

- Safe access for roadway users
- Minimize impacts to local businesses, utilities and BNSF
- Compliance with all appropriate local, state, and federal environmental documentation and permitting requirements

TABLE OF CONTENTS
DRAFT SCOPE OF WORK
GROVE STREET OVERCROSSING PROJECT

SECTION	PAGE
PROJECT BACKGROUND.....	1
PROJECT OBJECTIVES.....	2
SCHEDULE.....	5
GENERAL PROJECT ASSUMPTIONS.....	5
TASK ORDER/PRECONSTRUCTION – PHASE 1.....	6
TASK ORDER/PRECONSTRUCTION – PHASE 2.....	6
TASK 1.0 –PHASE 1 PROJECT MANAGEMENT.....	7
TASK 2.0 – SURVEY AND BASE MAPPING.....	8
Scope of Project.....	8
Scope of Services.....	8
2.1 Topographic Survey of Grove Street.....	9
2.2 Topographic Survey of BNSF Railroad Corridor.....	9
2.3 ROW Survey.....	9
2.4 Utility Locates and Potholing.....	10
2.5 Creation of Base Map Files for Design.....	10
TASK 3.0 – GEOTECHNICAL EVALUATION.....	10
3.1 Field Investigation.....	11
3.2 Laboratory Testing.....	12
3.3 Geotechnical Analysis.....	13
3.4 Participation in Design Meetings.....	15
3.5 Geotechnical Data and Engineering Report.....	15
TASK 4.0 – RAIL CROSSING ANALYSIS.....	15
4.1 Rail Design Alternatives.....	15
4.2 Railroad Meetings and Coordination.....	15
4.3 Railroad Memorandum of Understanding.....	16
TASK 5.0 – DESIGN REPORT.....	16
5.1 Design Report Plans.....	16
5.2 Storm Drainage Design.....	18
5.3 Pavement Design.....	20
5.4 Retaining Wall Evaluation and Layout.....	20
5.5 Bridge Design.....	20
5.6 30% Submittal and Design Report (Permit Set Submittal).....	20
TASK 6.0 – TRAFFIC ANALYSIS.....	21
TASK 7.0 – PRELIMINARY RIGHT OF WAY SERVICES.....	23
7.1 Record of Survey.....	23
7.2 Right-of-Way Feasibility Support.....	23
7.3 Community Transit Coordination.....	24

TASK 8.0 – ENVIRONMENTAL COMPLIANCE/PERMITTING REQUIREMENTS..... 24

 8.1 NEPA Documentation and Coordination 24

 8.2 Cultural and Historic Resource Technical Memorandum (Drayton Archaeology) 26

 8.3 Noise Analysis Report (Michael Minor and Associates)..... 27

 8.4 SEPA Documentation..... 28

GRAPHIC STANDARDS..... 30

SERVICES NOT INCLUDED 30

CITY-PROVIDED REFERENCE MATERIALS 30

CITY-PROVIDED PROJECT SERVICES 30

DESIGN CRITERIA 31

 WSDOT Publications 31

 AASHTO Publications..... 31

 U.S. Department of Transportation, Federal Highway Administration 31

 Other Publications/Design Guides..... 31

SCHEDULE

The following schedule for the Preconstruction – Phase 1 allows seven months to achieve both design concurrence and design approval on this project. A conceptual schedule for Preconstruction Phase 2 – Contract Documents has been included to show the project’s bid advertisement.

Notice to Proceed – Phase 1	1 October 2018
Site Survey, Base Mapping	1 October to 30 November 2018
Right-of-Way Feasibility Support	1 December to 14 February 2018
Geotechnical Evaluations	1 October to 31 December 2018
Railroad Coordination	14 November to 14 November 2018
Finalize Bridge TS&L Study	1 January to 14 February 2018
Traffic Analysis	30 November 2018 to 14 January 2019
Conceptual Signal Design	1 December 2018 to 14 January 2019
30 Percent PS&E and Design Report	15 January 2019 to 30 April 2019

Preconstruction Phase 2 – Contract Documents

Notice to Proceed – Phase 2	14 June 2019
Begin Environmental Documentation and Permitting	14 June 2019
Begin Right of Way Acquisition	14 June 2019
60 Percent PS&E	14 June 2019 to 31 December 2019
90 Percent PS&E	1 January 2020 to 14 June 2020
100 Percent PS&E	15 June 2020 to 14 September 2020
Final Bid Documents	15 September to 15 October 2020

Advertise for Bids **November 2020**

GENERAL PROJECT ASSUMPTIONS

The following list is included to confirm the understanding between City of Marysville Public Works (CITY) and the CONSULTANT and will be used to guide the work.

1. Throughout this scope of work, it is understood that CITY will provide the CONSULTANT with one set of consolidated review comments for each draft review round. The CONSULTANT shall then respond to the comments and incorporate the agreed-upon resolution into the final document(s).
2. It is anticipated that additional funding via federal and state grants will be necessary to complete the project.
3. The new roadway and bridge alignment will closely match the existing roadway alignment, and Grove Street will be closed between Cedar Avenue and State Avenue except for local access during construction. Traffic will be detoured to other arterial streets.

4. Stormwater treatment will be consistent with the Washington State Department of Ecology (Ecology) Stormwater Management Manual for Western Washington, February 2014.
5. Utility relocation and reconstruction plans will be prepared by the respective utility. Consultants will coordinate directly with the utility companies and the CITY.
6. CITY will obtain any needed rights-of-entry in a timely manner.
7. Additional support for vacations of existing ROW or boundary line adjustments (BLA) of resulting parcels is not included in this proposal. If additional work is required, this work will be billed as an extra to the contract as additional scope.
8. CITY will provide relevant plans, title report guarantees with supporting documents, studies, available existing mapping, and permitting histories for affected properties and identify known stakeholders.
9. Traffic analysis for the project has been completed by the CITY and it encompasses a time frame of 20 years beyond the anticipated year of opening, which is 2022. Should the traffic analysis need to be updated to meet federal funding or other requirements, the services may be provided by the CONSULTANT as a supplemental service.

TASK ORDER/PRECONSTRUCTION – PHASE 1

The work will be accomplished as follows with the following eight tasks.

- Task 1.0 Phase 1 Project Management
- Task 2.0 Survey and Base Mapping
- Task 3.0 Geotechnical Evaluation
- Task 4.0 Rail Crossing Analysis
- Task 5.0 Design Report
- Task 6.0 Traffic Analysis
- Task 7.0 Right of Way Feasibility Support
- Task 8.0 Environmental Documentation

TASK ORDER/PRECONSTRUCTION – PHASE 2

The work will be accomplished as follows with the following six tasks.

- Task 9.0 Phase 2 Project Management
- Task 10.0 Right of Way Acquisition Services
- Task 11.0 Environmental Permitting
- Task 12.0 Plans, Specifications, and Estimate
- Task 13.0 Ad, Bid, and Award
- Task 14.0 Management Reserve Fund for Optional Services

The following detailed task descriptions define the scope of work (and associated engineering fee estimate) for the authorized tasks addressing Preconstruction – Phase 1 of the project.

Work on tasks for Preconstruction Phase 2 – Contract Documents to complete the PS&E, will be discussed in a subsequent scope of services.

Work on subsequent tasks for Construction Services – Phase 3 will be authorized by additional amendments under this agreement.

TASK 1.0 –PHASE 1 PROJECT MANAGEMENT

1.1. Project Administration and Management (4 Months)

The CONSULTANT shall provide project management and communications between the CONSULTANT team and CITY.

The CONSULTANT shall perform project administration and management tasks as follows.

1. Mobilize staff and prepare subconsultant agreements.
2. Prepare and submit itemized monthly invoices, including a tabulation of hours expended, broken down by staff for each major task.
3. Prepare monthly progress reports summarizing the status of the budget, including monitoring the planned versus actual rate of expenditure for each major project task, identifying trends, and suggesting or taking corrective actions if necessary.
4. Prepare and update project schedule periodically as circumstances require or as requested by the CITY.
5. Prepare subconsultant agreements and perform ongoing subconsultant coordination.
6. Maintain all contract-required documentation.

Deliverable(s)

- Monthly progress report and invoice (one copy)
- Updated project schedules if required (one copy)
- Updated contract forms and certifications

1.2 Team Meetings and Coordination

The CONSULTANT shall facilitate an average of two internal project team coordination meetings per month. Meetings shall be approximately 1 hour in duration and shall be attended by an average of four CONSULTANT team members, including two of the CONSULTANT's project management and/or project engineering staff and two other CONSULTANT discipline specialists for bridge design, geotechnical, railroad design, etc., as required. CITY staff will not be required for these meetings.

The CONSULTANT shall facilitate an average of one meeting with CITY staff, utility representatives, and other stakeholders per month. The meetings shall be approximately 2 hours in duration and shall be attended by an average of three CONSULTANT team members. The CONSULTANT shall prepare an agenda and shall provide summary notes afterwards.

The CONSULTANT shall attend one public open house meeting and display supporting graphics of the project to the attendees.

The CONSULTANT shall attend one City Council Meeting and present supporting graphics of the project to the council.

Deliverable(s)

- Meeting summary notes for City of Marysville and other stakeholder meetings (one copy each meeting)
- Graphics to support the project at public open house and City Council meetings

1.3 Quality Assurance

The CONSULTANT shall provide quality assurance/quality control (QA/QC) for all design work in accordance with the Consultant's QA/QC plan.

Deliverable(s)

- QA/QC plan and documentation for all design work will be made available to CITY upon request

TASK 2.0 – SURVEY AND BASE MAPPING

Scope of Project

This project will consist of horizontal and vertical control tied into CITY monumentation (and other local control; i.e., City of Marysville, WSDOT) and constrained to the Washington State Plane Coordinate system, North Zone, NAD 1983, as realized by City of Marysville for the horizontal datum and NAVD88 for vertical datum or originating from WSDOT GPS monuments located within Grove Street corridor and constrained to on Washington State Plane-North, NAD 83/91 for horizontal datum and NAVD 88 for vertical datum. Topographic survey will identify existing features of the following:

1. Full width of the Grove Street ROW beginning at a point approximately 100 feet west of Cedar Avenue extending east to 100 east of State Avenue (approximately 1,100 lf).
2. Full width ROW of BNSF railroad for approximately 500 linear feet on either side of the proposed bridge crossing, including any required permits for surveying within BNSF right of way.

Scope of Services

The scope of services generally consists of the SUBCONSULTANT providing existing conditions topographic survey; right of way document research, field work, and base mapping

preparation; including any traffic control and/or safety compliance requirements within City or State ROW. The SUBCONSULTANT shall use the data collected in this survey effort to develop base files ready for this project's design.

Assumption(s)

- Title Reports and Rights of Entry will be provided by the City of Marysville
- Traffic control, if required, to be provided by Law Enforcement Officers hired by SUBCONSULTANT
- SUBCONSULTANT is not responsible for the work or timeliness, including the railroad, from others.
- Property corners will not be set in conjunction with this survey
- SUBCONSULTANT personnel will not access any area that is unsafe
- Significant trees will be located within the Right of Way and are defined as existing trees over six inches in diameter as measured four feet above grade
- Measurement of tree driplines/canopies are not a part of these services

2.1 Topographic Survey of Grove Street

The topographic survey will portray above ground surface features, including but not limited to, fences, buildings, driveways, manholes, storm structures, water valves, fire hydrants, water meters, pavement limits, landscaping, retaining walls, trees greater than 6 inches DBH, utility vaults, utility poles, and utility pedestals. Also included will be the horizontal locations of the existing utilities as field located by the respective utility purveyor (CallBeforeYouDig) and/or a utility locating subconsultant (to be performed by SUBCONSULTANT) and utility invert elevations. The CONSULTANT shall coordinate utility locates with necessary subconsultants prior to the field survey. Following the initial topographic survey, additional topographic survey may be conducted following notice from the CITY to locate geotechnical borings and potholing (to be performed by SUBCONSULTANT at approximately 10 locations).

2.2 Topographic Survey of BNSF Railroad Corridor

The topographic survey will collect above-ground surface features, including, but not limited to, railroad tracks, fences, buildings, maintenance roads, manholes, storm catch basins, water valves, fire hydrants, water meters, pavement limits, landscaping, retaining walls, trees greater than 6 inches DBH, utility vaults, utility poles, and utility pedestals. Also included will be the horizontal locations of the existing utilities as field located by a utility locating subconsultant. The CONSULTANT shall coordinate utility locates with necessary subconsultants prior to the field survey. Following the initial topographic survey, additional topographic survey may be conducted following notice from the CITY to locate geotechnical borings. Following the initial topographic survey, additional topographic survey may be conducted following notice from the CITY to locate geotechnical borings.

2.3 ROW Survey

Available public records and state ROW plans will be compiled and researched to aide in the identification of the ROW lines affected by this project. This may be a very difficult task going forward as monumentation that ties this project's needed ROW lines may no longer exist

requiring additional research efforts and additional field measurement of local boundaries not contained within this scope. Complete title guarantees with supporting documents will be provided by CITY shall also be used to aid in the identification of the Right-of-Way lines and individual parcel lines. Monumentation local to the site will be tied into to the project control network to aide in locating the ROW in the project area.

2.4 Utility Locates and Potholing

SUBCONSULTANT and the utility purveyor (CallBeforeYouDig) shall provide field identification of primary (sanitary, storm, water, power, gas, telecommunications, etc.) publicly owned buried utilities with painted locate marks visible for the CONSULTANT's field topographic mapping efforts, including necessary traffic control and/or safety compliance requirements within the respective Railroad, City, and State ROW.

Subconsultant shall also provide potholing services of existing publicly owned buried utilities (approximately up to 10 locations), including necessary traffic control and/or safety compliance requirements within Railroad, City, or State ROW.

Assumption(s)

- CITY will pothole their own utilities. If necessary, PSE will pothole their own facilities.

Deliverable(s)

- Painted locate marks for primary publicly owned buried utilities
- Potholing of approximately 10 locations of publicly owned buried utilities

2.5 Creation of Base Map Files for Design

The CONSULTANT shall prepare 1"=20' (or similar) scale electronic base maps with 1-foot contour intervals using the topographic survey data, utility locate information, and potholing results for this project's scope. This work shall include the following.

1. Analysis of survey records, right-of-way plans, utility records (if available), etc.
2. Preparation of a design base file, including the centerline alignment along the entire corridor and the existing right-of-way with adjoining parcel lines along the corridor.
3. Existing features and utilities discovered in this effort.

Deliverable(s)

A file, developed in AutoCAD® Civil 3D® 2018 constrained to the CITY standards, including the information listed above, will be the deliverable. This file will serve as the basis of this project's design. An existing ground surface model in AutoCAD® Civil 3D® 2018 format will be provided as part of this effort. Photos, field notes, videos and sketches captured during this projects survey effort will also be included as part of the existing conditions documentation.

TASK 3.0 – GEOTECHNICAL EVALUATION

The purpose of this Work Element is to provide geotechnical engineering, design, and construction recommendations for the proposed 72nd St NE/Grove Street overcrossing. The

scope required to complete the geotechnical engineering recommendations for the retained fill, bridge, pavement, and infiltration is provided below. Additional geotechnical engineering recommendations will be developed for pavements and roadway widening fills.

Based on nearby borings the project site is believed to be underlain by estuarine (marine delta) and alluvial deposits. Explorations will be advanced to determine subsurface soil conditions and evaluate deep foundations support for the bridge, conventional mechanically stabilized earth (MSE) embankments, stormwater infiltration, embankment settlement, earthquake-induced hazards, and pavement design.

Based on direction from the CITY, geotechnical effort consistent with 30 percent structural design will be completed and only a draft geotechnical report will be prepared. The scope of services through final design is presented below. The level of effort in the fee estimate is consistent with the 30 percent structural design. Additional fee will be required to complete the PS&E level of effort.

3.1 Field Investigation

The SUBCONSULTANT will conduct a field reconnaissance to evaluate boring layout explorations for the preferred alternative. The SUBCONSULTANT will perform four borings to evaluate the subsurface conditions for the 72nd St NE/Grove Street overcrossing . These borings will be advanced with track-mounted equipment to depths of about 100 to 175 feet. The two borings for the bridge abutments will extend to a depth of approximately 175 feet, while the two borings for the approach walls will extend to a depth of 100 feet. The borings will be drilled using mud rotary techniques. Thin-walled relatively undisturbed soil samples will be obtained at representative depths from the borings. A piezometer and data-loggers will be installed in two of the borings to determine groundwater elevations as a function of time. The SUBCONSULTANT will prepare field logs of the borings, collect representative samples, and record SPT blow counts.

One boring will extend to a depth of approximately 20 feet for the purposes of evaluating infiltration potential at a potential infiltration pond location. This boring will be drilled using mud rotary techniques. Thin-walled relatively undisturbed soil samples will be obtained at representative depths from the borings.

Assumption(s)

- We propose to drill the borings by closing one full lane in Grove Street/72nd St. NE. All borings will be drilled at night between 7pm and 6 am. Traffic control services, including full time flaggers, are required and included in this scope. Given the numerous utilities on the alignment, we anticipate most borings will be drilled in the eastbound lane. in front of the Mutual Materials parking lot and in front of the Cedar and Grove Park and Ride. The infiltration boring will be drilled in the Silver Café parking lot. Traffic control services will be required for the borings in front of Mutual Materials, and at each location, a single lane may be closed between 7 pm and 6 am.

- Borings would be located more than 25 feet from the railroad so BNSF flagging is not required.
- All permits will be prepared by others as described in other work elements herein. All permit fees are included in other work elements described herein.
- The SUBCONSULTANT will not need to pay prevailing wages to subcontractors.
- We assume that drilling for all explorations will be accomplished with one mobilization of the drill rig.
- The borehole locations will be surveyed by others for layout and as-built conditions.
- The borings will be drilled during nighttime weekday hours. All borings will be drilled at night between 7 pm and 6 am. A day of drilling will include 12 hours of combined drilling/observation/travel time.
- Relatively disturbed subsurface soil samples will be collected from the borings using the Standard Penetration Test (SPT) at intervals of 2.5 feet in the upper 20 feet and at intervals of 5 feet below 20 feet (if applicable).
- The boreholes will be backfilled to the surface. Asphalt cold patch will be used to backfill the borings to the ground surface.
- All drill locations are accessible with a truck-mounted drill rig.
- Vacuum excavation of the explorations will be required given the significant utilities along the alignment.
- Pilot infiltration tests will not be performed for the one infiltration boring. This work will be performed during Phase 2 of this project.
- No contamination is suspected along the alignment; therefore, no steam cleaning of drilling/sampling equipment will be done. In addition, no environmental samples will be taken.
- Investigation derived waste (IDW) that includes soil cuttings and drilling mud will be removed from the site and disposed of as part of this contract (only non-contaminated IDW).

Deliverable(s)

- Results of the boring logs will be included in the Geotechnical Data and Engineering Report

3.2 Laboratory Testing

The SUBCONSULTANT will perform index and consolidation testing to determine soil classification, index properties, and estimates of soil compressibility and rate of consolidation. Representative undisturbed samples will be tested to estimate the soil compressibility and rate of consolidation.

Deliverable(s)

- Results of the testing will be included in the Geotechnical Engineering Report.

3.3 Geotechnical Analysis

Analysis and recommendations will be developed for deep foundations, embankment stability, embankment settlement, earthquake-induced hazards, pavement designs and construction considerations.

3.3.1 Subsurface Profiles

The SUBCONSULTANT will develop a cross-sections and subsurface profile using the results of the field investigation program. The subsurface profile will be used for engineering evaluations that will be performed in Work Element 3.3.

3.3.2 Earthquake Induced Hazards

The SUBCONSULTANT will use the borings performed at the site to estimate liquefaction potential for the AASHTO design ground motion. Post-liquefaction settlement will be based on the empirical liquefaction methods and post-liquefaction settlement correlations. A code-based ground surface design response spectrum will be developed to correspond to the 1,000-year return period ground motion included in the WSDOT GDM/AASHTO LRFD.

Deliverable(s)

- Results of the analyses will be included in the Geotechnical Engineering Report.

3.3.3 Axial Resistance of Deep Foundations

Based on our experience, deep foundations are likely the preferred foundation type for the proposed bridge structure. Using LRFD methodologies (WSDOT GDM and AASHTO LRFD), the SUBCONSULTANT will evaluate axial resistance for pile foundations for the service, strength, and extreme limit state for up to three pile/shaft diameters.

Axial pile resistance analyses will be performed by the SUBCONSULTANT to determine the compressive and uplift resistance of the up to 3 combinations of steel pipe pile or drilled shaft foundation types and diameters. The analyses will assume static, seismic, and post-seismic conditions. The SUBCONSULTANT will evaluate static and post-liquefaction downdrag loads on the pile foundations. The results of the analyses will be presented as plots of axial pile resistance versus depth for the load cases described above.

Deliverable(s)

- Results of the analyses will be included in the Geotechnical Engineering Report.

3.3.4 Lateral Pile Resistance Parameters

The SUBCONSULTANT will develop the required soil parameters for input into the lateral resistance analysis that will be performed by others.

Assumption(s)

- The lateral resistance analysis will be performed by the structural engineer.

Deliverable(s)

- Results of the analyses will be included in the Geotechnical Engineering Report.

3.3.5 Retaining Walls and Ground Improvement

The SUBCONSULTANT will evaluate the retaining wall options for the proposed overcrossing for temporary and permanent static conditions as well as seismic loading. For fill walls the SUBCONSULTANT will provide recommendations for cantilever concrete wall and mechanically stabilized earth wall earth pressures. The SUBCONSULTANT will evaluate the transverse slope stability of the proposed roadway retained fills for static and seismic conditions. As required to meet the stability requirements, the SUBCONSULTANT will evaluate alternative embankment options such as pile- or lightweight-fill supported embankment, surcharge, or staged construction techniques. Ground improvement options will be considered if the subsurface soil is subject to liquefaction during the design ground motion.

Assumption(s)

- A CADD file that includes topographic contours of the existing conditions and the proposed alignment will be provided by others. Cross-sections that contain the existing conditions and the proposed alignment will be provided by others.

Deliverable(s)

- Results of the analyses will be included in the Geotechnical Engineering Report.

3.3.6 Embankment Settlement

The SUBCONSULTANT will evaluate static settlement of the retained fill embankments. Considering the site is potentially underlain by sand and silt, elastic settlements will be estimated. The consolidation test results, that will be performed using representative cohesive samples, will be used to estimate long term consolidation and secondary settlement of any cohesive soil encountered. The SUBCONSULTANT will evaluate the need for surcharges and/or the effects of including ground improvement or alternative methods to construct or support the roadway as discussed in Work Element 3.3.5.

3.3.7 Stormwater Infiltration

The SUBCONSULTANT will evaluate one candidate site to assess feasibility for potential infiltration. The assessment will be based on the Site Suitability Criteria (SSC) in Sec. 4-5.1 of the WSDOT Highway Runoff Manual (HRM). The SUBCONSULTANT will develop long-term infiltration rate for drainage design using the WSDOT "Detailed Approach", in accordance with Appendix 4D of the HRM. Using the empirical Massmann approach and the factors in this approach, the SUBCONSULTANT determine the long-term saturated hydraulic conductivity in accordance with the WSDOT Detailed Approach in Appendix 4D of the HRM.

3.3.8 Pavement

The SUBCONSULTANT would use the explorations performed at the site to estimate pavement and subgrade thickness using the WSDOT/AASHTO pavement design methods. Pavement subgrade conditions would be based on representative samples obtained soil borings.

Assumption(s)

- Traffic loading and frequency would be provided by other members of the design team.

3.3.9 Construction Considerations

The SUBCONSULTANT will address construction considerations consistent with the 30 percent design level. Construction issues that will be considered for: deep foundations, retaining walls, ground improvement, risk associated with the selected ground improvement techniques, staged construction for the various retaining walls, and risks/problems associated with drilled shaft and steel-pipe pile installations.

3.4 Participation in Design Meetings

The SUBCONSULTANT will allocate time for up to 3 design meetings to be held in Seattle, Washington. The purpose of these meetings would be to discuss embankment and retained fill alternatives and results of other geotechnical analyses.

Assumption(s)

- Each meeting will last about 4 hours, including travel time.
- Meeting minutes, if required, will be prepared by others.
- The Geotechnical project manager and a project engineer will attend the meetings.

3.5 Geotechnical Data and Engineering Report

The SUBCONSULTANT will prepare a draft and final Geotechnical Data and Engineering Report that presents the results of Work Elements 3.1 through 3.3. The report would contain subsurface data obtained including logs of all explorations, results of the laboratory testing, representative subsurface profile, and geotechnical analysis results and recommendations.

Deliverable(s)

- For 30 percent structural design: Draft Geotechnical Engineering Reports (2 hard copies and 1 electronic copy)

TASK 4.0 – RAIL CROSSING ANALYSIS

4.1 Rail Design Alternatives

The Consultant's team will use the right of way information obtained in Task 2, BNSF railroad standards, and other information to determine how BNSF may expand their facilities by adding a rail line adjacent to the single track in the vicinity of Grove Street. The Consultant's team will use this information to coordinate design of the bridge structure, but the initial plan is to clear span BNSF's existing right-of-way.

Deliverable(s)

- Track alignment exhibits for up to three alternatives BNSF is considering in the future.

4.2 Railroad Meetings and Coordination

The CONSULTANT shall schedule and facilitate up to six meetings with BNSF and CITY staff in order to discuss the proposed bridge structures identified during the TS&L process. The goal of these meetings is to obtain input and concurrence from BNSF regarding the preferred bridge alternative.

Deliverable(s)

- Agendas, attendance, and meeting minutes for up to six meetings with BNSF.

4.3 Railroad Memorandum of Understanding

The CONSULTANT shall prepare and obtain concurrence from BNSF regarding construction methods and construction and final clearances from BNSF facilities to the bridge structure and forward to CITY staff for their records. This will establish some of the design criteria to be finalized in Task 5.0 Design Report.

Deliverable(s)

- Railroad Memorandum of Understanding submitted to BNSF.

TASK 5.0 – DESIGN REPORT

This task initiates work on what will ultimately become construction plans for the project. These plans will become the basis for development of the final construction plans and will be used for the determination of ROW necessary for these improvements.

The CONSULTANT shall discuss options with the CITY and review and refine the recommended alignment as necessary to make the best fit for the proposed improvements. In particular, revisions shall be reviewed to minimize the length of the bridge and impacts at the approaches. The CONSULTANT shall discuss options with the CITY and review the recommended roadway cross section and configuration. Upon completion of the design report, the horizontal and vertical layout will be selected and general design parameters agreed to by the CONSULTANT and CITY. The final design report represents the end of Phase 1, and all major design issues should be resolved when it is submitted prior to the commencement of Phase 2.

5.1 Design Report Plans

The CONSULTANT shall address each of the following items in the design report plans submitted at the end of Phase 1 and continue more detailed development in the final plans phase.

5.1.1 Plans/Roadway Sections

1. Review/revise basic roadway sections, including lane widths, barriers, roadway ditch section, and cut and fill slopes.
2. Review clear zone safety requirements per WSDOT Design Manual to determine warrants for barrier placement. Provide impact attenuators for barrier, if applicable.
3. Review slope treatment for all cut and fills.
4. Prepare cover sheet and vicinity map for project.

5.1.2 Profile Grade

Layout preliminary profiles for the Grove Street including the bridge profile.

The profile grade shall be reviewed to account for

1. Stopping sight distance for applicable criteria.

2. Elevation of other roadway and driveway intersections and the elevation of the BNSF rail.
3. Driveway profiles for the determination of limits for reconstruction permits.
4. Entering sight distance at all locations along route.
5. Drainage system(s) and patterns.
6. Cover over existing utilities.
7. Retaining wall considerations.
8. Slopes/barrier.
9. Depth of fill required.

5.1.3 Cross Sections

1. Revise and compute earthwork quantity, cross sections, and plot catch point cut/fill lines on the plans.
2. Determine ROW, driveway reconstruction areas, and permanent and temporary slope easements that are needed.

5.1.4 Preliminary Signal and Illumination Design and Plans

The 30% signal and interconnect design submittal is assumed to be not included as part of this scope of work. It is assumed that the signal at State Avenue/Grove Street will likely need a temporary signal so that the permanent signal can be designed in the reconfigured position. If the traffic analysis reveals that a signal at Cedar Avenue/Grove Street is required, that signal will be designed in the next phase/scope of work. The interconnect tying in these two signals will also be designed in the next phase/scope of work.

DKS Associates, under a subconsultant agreement with BergerABAM, will provide the following.

The 30% illumination design submittal shall utilize the RP-8-00 American National Standard Practice for Roadway Lighting, and AGI32 lighting software to develop the light level analysis for the bridge corridor. The purpose of this analysis is to determine the recommended pole spacing and layout, and for coordination with the bridge designers. The results from these calculations will be incorporated into the design plans for the illumination. The lighting calculations will be updated and submitted to CITY for review with each design submittal.

The design will begin with a site visit to evaluate how the existing lighting circuits are laid out and determine where the power source is located. The preliminary plans will include 1"=20' scale (full size) plans showing the placement of each illumination pole in plan view. Conduits and junction boxes for the wiring will also be shown. Line loss calculations will be performed to the extent necessary to determine conduit size and alignment.

This scope of work also includes underdeck lighting along Grove Street from the Railroad west to Cedar Avenue to cover the potential for driveway access for some of the businesses.

This scope of work also includes a small portion of lighting for the pedestrian access to the west for potentially some additional pedestrian lighting to allow for a more gradual pedestrian grade adjacent to the roadway RR grade crossing.

Deliverable(s):

- Preliminary 30% submittal drawings, (Up to 15 sheets, one [1] electronic PDF of half-size drawings).
- Preliminary 30% cost estimate (one [1] electronic PDF, and one [1] electronic Excel version).
- Outline of special provisions expected to be used for the project (1 electronic copy in Word 2007, or newer)
- 30% AutoCAD files.

5.2 Storm Drainage Design

The storm drain design will be included in the 30 percent design plans. The drainage report will be submitted under separate cover. The preliminary engineering study will include significant coordination with CITY. The design and drainage report shall be prepared per the criteria of the Department of Ecology Stormwater Management Manual for Western Washington (February 2014) and the requirements of CITY and the Washington State Department of Transportation.

It is assumed that the most likely design is to convey the water off the bridge structure to the east and west side, and treat the six month storm flows in each direction and dissipate any additional flows within the existing right of way. To the west, the area east of Cedar Avenue on the south side of Grove Street east of Silver Cup Coffee may be sufficient to provide a bioinfiltration swale. To the east, the CONSULTANT proposes to drain the runoff to the existing city storm drain system. In order to determine the feasibility of this concept, the CONSULTANT shall perform the following.

1. Collect and review available paper and electronic as-builts and construction record drawings for existing stormwater facilities, including vaults, pipes, ditches, structures, and other features.
2. Collect and review available stormwater designs, studies, and reports from WSDOT and CITY, with an emphasis on the design criteria used for existing facilities within the project area.
3. Collect available topographic information to complete basin delineations for contributing runoff areas and produce a drainage area map showing each contributing area and the proposed path for stormwater runoff from the project area, at a scale no smaller than 1"=200'.
4. Prepare draft preliminary engineering report and submit to CITY for review.

5. Meet with CITY and other involved parties to review and discuss draft preliminary engineering report.
6. Revise draft preliminary engineering report to final version that recommends a preferred option.
7. Prepare draft drainage report based on preferred option established in preliminary engineering report for CITY approval.
8. Design project stormwater facilities, including pipes, inlets, catch basins, control structures, swales, ditches, outfall protection, and associated structures.

The Preliminary Engineering Report shall

1. Coordinate with applicable parties to determine preferred function and orientation of drainage facilities.
2. Prepare basin delineation map.
3. Identify various alternatives and considerations of each.
4. Evaluate feasibility of alternatives.
5. Determine preferred option.
6. Provide preliminary sizing calculations.
7. Prepare rough cost estimates.

The Drainage Report shall include:

1. Project overview
2. Detailed project description
3. Runoff/detention calculations
4. Water quality computations
5. Maintenance and operation of facilities

Items not included.

- Geotechnical evaluation as necessary for storm facility design
- Design of landscape and irrigation facilities affected by the project
- Construction permits associated with any utility improvements
- Design of temporary erosion control facilities
- Design of stormwater detention facilities

5.3 Pavement Design

A pavement section will be developed for the project and will include subgrade requirements, roadway surfacing type, and base and paving depths. This is to be done in conjunction with the Geotechnical Testing and Analysis task.

1. The CONSULTANT shall compile and review average daily traffic (ADT) and growth rate data provided by CITY.
2. The CONSULTANT shall use ADT and growth rate data to determine appropriate equivalent single axle loading (ESAL) and use soil design parameters determined previously in the geotechnical report to design a pavement section suitable for the site. The pavement will be designed using the "AASHTO Guide for the Design of Pavement Structures, 4th Edition with 1998 Supplement" methodology. The design will consider both Hot Mix Asphalt and Portland Cement Concrete full-depth alternative sections, each designed for a 30-year life.

5.4 Retaining Wall Evaluation and Layout

This task involves the review of geotechnical data for retaining wall system(s), engineering, constructability, and 30% design plans, determined to be needed during development of the roadway plan, profile, and cross sections. These will be assembled with clear presentation as to type, approximate length and height, and cost data in the TS&L report.

5.5 Bridge Design

The bridge design will be developed to the 30 percent level based on the preferred alternate developed in conjunction with Task 4.0 of this scope of services. The final TS&L study will be modified as needed and included as an appendix to the design report.

The TS&L study will include engineering and constructability for the following key elements.

1. Approach fills and walls
2. Bridge foundations
3. Bridge substructure
4. Bridge superstructure framing and type

The TS&L report will also include an outline of the bridge special provisions and an engineers estimate of probable bridge construction costs.

Deliverable(s)

- Draft TS&L Report. The TS&L report will include bridge plans, outline of general and project specific special provisions, and an engineers estimate of probable bridge construction costs.
- Final TS&L Report as an appendix to the design report incorporating CITY comments.

5.6 30% Submittal and Design Report (Permit Set Submittal)

The CONSULTANT shall

1. Review all work, geometric design, and design criteria developed to date to assure that it still complies with current design standards and the design criteria established during the preliminary engineering work
2. Document the full project scope
3. Document the design principles/standards used
4. Identify environmental documentation and permits required in consultation with CITY staff
5. Identify any criteria that cannot be met or would involve excessive costs
6. Prepare request for deviation for any design criteria that cannot be met
7. Assemble this material into a draft final design report and submit five copies of the document. Finalize the design report based on one round of CITY review and submit five copies of the final design report, including a complete set of 11- by 17-inch preliminary plans with each copy.

Deliverable(s)

- Draft Design Report
- Final Design Report incorporating CITY comments
- The preliminary PS&E plans (one-half size PDF)
- Preliminary construction cost estimate
- One PDF copy of the draft Drainage Report
- Basin delineation map
- Exhibits for environmental documents

TASK 6.0 – TRAFFIC ANALYSIS

DKS, a SUBCONSULTANT shall conduct an a analysis of the existing conditions, projected future traffic for the intersections of Cedar Avenue/Grove Street and State Avenue/Grove Street. As much as possible, the traffic analysis will use existing models and forecasted future traffic.

This scope of work will also include a signal warrant analysis for the intersection of Cedar Avenue/Grove Street. This signal warrant analysis will include Warrant Analysis for the following warrants as well as data collection to accommodate this evaluation:

- Warrant 1, Eight-Hour Vehicle Volume
- Warrant 2, Four-Hour Vehicle Volume
- Warrant 3, Peak Hour
- Warrant 4, Pedestrian Volume
- Warrant 5, School Crossing
- Warrant 6, Coordinated Signal System

- Warrant 7, Crash Experience

Data collection necessary for this task will include the following elements. Data will be collected Tuesday – Thursday when school is in session.

- 24 hour turning movement traffic counts (for up to one day) on Cedar Avenue and Grove Street
- Two-Hour traffic turning movement (T – Th for up to one day) counts for Only PM period for up to two intersections. Total of up to 6 two-hour traffic turning movement counts. Collected data at the following three intersections with Grove Street: Cedar Avenue, State Avenue, and 43rd Avenue NE/ Alder Avenue.

The CITY will provide the CONSULTANT with the following information:

- Crash / accident history along the corridor and at the intersections of Cedar Avenue/ Grove Street and State Avenue/ Grove Street, along with the Grove Street corridor between these two intersections.
- Existing traffic signal timing and off sets (AM and PM) at the intersection of State Avenue/ Grove Street.
- As-builts for the signal at State Avenue/ Grove Street

The study area includes the area bounded by:

- Cedar Avenue/Grove Street intersection to 43rd Ave NE/Alder/Grove Street including 300' to each side of an intersection.

The traffic analysis will utilize Synchro and provide analysis of the following scenarios:

- Existing Year 2018 analysis (AM and PM peak periods)
- Future No-build 2037 analysis (AM and PM peak periods)
- Future Build 2037 analysis (AM and PM peak periods)
- Study years will match the I-5 to City Center Access Study
- No additional travel demand modeling will be required for this project

Deliverable(s):

- Design year peak-hour Synchro models for up to one build alternative
- Build alternatives traffic summary memorandum

TASK 7.0 – PRELIMINARY RIGHT OF WAY SERVICES

The right-of-way effort will be divided into two phases, with Task 7.0 occurring during Phase 1 and Task 10.0 occurring during Phase 2.

7.1 Record of Survey

A record of survey will be prepared to demonstrate for the public record the boundary opinions used as the basis for this project. Complete title report guarantees with supporting documents will be supplied by CITY to aide in the depiction of the current boundaries per deed.

Assumption(s)

- CITY will provide complete title report guarantees, with supporting documents for those parcels affected by this project through right of way acquisition.
- Prepare and record a Record of Survey (ROS) in the City of Marysville Auditor's Office.
- Monuments of any kind will not be set as part this effort.
- This effort assumes that enough monumentation still exists enough to determine the necessary boundaries.
- If additional work is required, this work will be billed as an extra to the contract as an additional scope.

7.2 Right-of-Way Feasibility Support

CONSULTANT and SUBCONSULTANT will offer support and provide recommendations to help minimize real property impacts as they relate to acquisition costs, relocation costs and the Right of Way schedule. Anticipated support services include attending CITY coordination meetings, meeting with adjacent property owners and/or their representatives as part of a vetting process, identifying real property rights (permanent or temporary) that may be required, preparing preliminary estimates of Acquisition and Relocation costs, and developing a preliminary ROW schedule.

Assumption(s)

- There will be limited involvement with BNSF regarding ROW since the bridge span will clear the rail improvements with no structural improvements (footings, etc) within the existing railway right of way limits.
- The cost estimate will be similar to a True Cost Estimate (TCE) as outlined in WSDOT's LAG Manual Section 25 – Right of Way Procedures and current relocation assistance cost allowances per federal and WSDOT guidelines.
- If additional work is required, this work will be billed as an extra to the contract as an additional scope.

Deliverable(s)

- Notes for three (3) design team meetings at CITY office.
- Notes for on-site meetings with each of the eight (8) common owners, except BNSF.
- One (1) Preliminary Right of Way Acquisition and Relocation Cost Estimate.
- One (1) Preliminary ROW Schedule.

7.3 Community Transit Coordination

In addition to right-of-way support described in subtask 7.2, CONSULTANT will offer support and provide recommendations to help minimize impacts to the Community Transit parking lot and facilities at the northwest corner of the project site as they relate to parking loss, relocation of bus stops, construction of accessible routes, and construction schedule. Anticipated support services include attending CITY coordination meetings, meeting with Community Transit representatives, identifying the project footprint that may be required, and developing a preliminary construction schedule.

Assumption(s)

- ADA-accessible ramps will be required on the north and south side of Grove Street to reach the bus stops in their current location. These ramps will need to be incorporated into the wall and hardscape design. An alternative to constructing ADA-accessible ramps is to move the bus stops to Cedar Avenue on the north side of Grove Street.
- If additional work is required, this work will be billed as an extra to the contract as an additional scope.

Deliverable(s)

- Notes for three (3) design team meetings at CITY office.
- Notes for on-site meeting with Community Transit.
- One (1) Preliminary Construction Schedule.

TASK 8.0 – ENVIRONMENTAL COMPLIANCE/PERMITTING REQUIREMENTS**8.1 NEPA Documentation and Coordination**

The CONSULTANT will complete a NEPA Categorical Exclusion Documentation Form (CatEx Form) in support of a Categorical Exclusion (CE) for the project. The CONSULTANT will attend a NEPA kickoff meeting with WSDOT and the City to confirm the scope of the NEPA document and any additional studies that WSDOT may require for the project. The CONSULTANT will provide WSDOT staff with a draft version of the CatEx Form and technical studies. Two review cycles will be required to complete the NEPA CatEx form. As noted in the table below, it is anticipated that most environmental elements required for analysis will be addressed with a brief discussion in the WSDOT CatEx Form, with four exceptions. Supplemental documents anticipated are a cultural and historic resources, hazardous materials, noise and environmental justice technical memoranda. Additional studies may be required by WSDOT during the NEPA kickoff meeting and a supplemental scope and fee will be provided to address the required elements.

NEPA CatEx Environmental Elements	Proposed Documentation
Part 4 – Environmental Considerations	
1. Air Quality	CatEx Form
2. Critical/Sensitive Areas	CatEx Form
3. Cultural Resources/Historic Structures	Archaeology/Cultural Resource Technical Memorandum
4. Floodplains and Floodways	CatEx Form
5. Hazardous and Problem Waste	Hazardous Materials Technical Memorandum
6. Noise	Noise Analysis Report
7. Parks, Recreation Areas, Wildlife Refuges, Section 4(f)/6(f), etc.	CatEx Form
8. Resource Lands	CatEx Form
9. Rivers, Streams or Tidal Waters	CatEx Form
10. Tribal Lands	CatEx Form
11. Visual Quality	CatEx Form
12. Water Quality/Stormwater	CatEx Form
13. Commitments	CatEx Form
14. Environmental Justice	Environmental Justice Memorandum
Part 5 – Biological Assessment	CatEx Form

Environmental Justice Technical Memorandum

The environmental justice technical memorandum will document compliance with Executive Order 12898 according to WSDOT policies for NEPA compliance. The proposed project is likely to include a temporary shutdown of Grove Street and require a detour which triggers the environmental justice review. WSDOT environmental justice review procedures dictate that demographic data be collected from existing sources, (e.g., EJSCREEN and OSPI) within a half mile of the project area. Popular breakdown will conform to U.S. Department of Transportation (USDOT) definitions for “minority” and “low-income.” Methods for identification will include the review and analysis of a primary data source—the 2010 U.S. current Census—and a secondary data source, such as student demographic data made available for the local public school as published in the Washington State Report Card. Door-to-door visits in the area will not be conducted. This research will determine if any minority or low income populations reside within the project limits. Based on this research, the absence or presence of special population groups will be documented. If such groups are present in the project area, potential impacts, including the possibility for disproportionate adverse impacts on these populations will be evaluated consistent with Title VI of the Civil Rights Act of 1964. Mitigation measures for such impacts will be identified.

An environmental justice matrix will be completed and will be assembled with the above material into an environmental justice technical memorandum. The CONSULTANT will

finalize the technical memorandum based on one round of WSDOT and City review and will submit copies of the final environmental justice technical memorandum to WSDOT.

Hazardous Materials Technical Memorandum

The CONSULTANT will prepare a Hazardous Materials technical memorandum to support the CatEx form documentation. The project area is located adjacent to potential existing sources, including a car wash, gas station, and industrial areas. The CONSULTANT assumes that a low-level review will be required by WSDOT as part of the right-sized approach to hazardous materials assessment for NEPA documentation. The low-level review will consist of a database search and site visit to conduct a windshield review of the project area. The CONSULTANT will provide a draft hazardous material technical memorandum for WSDOT and City review. A final technical memorandum will be prepared after receipt of WSDOT and City comments on the draft memorandum.

8.2 Cultural and Historic Resource Technical Memorandum (Drayton Archaeology)

As funding for the project will be provided from federal grants administered by WSDOT's local programs division, documentation of compliance with Section 106 of the National Historic Preservation Act (Section 106) will be required. The CONSULTANT has contracted Drayton Archaeology (Drayton) to perform the cultural and historic resources assessment for this project. The CONSULTANT will complete the relevant sections of the CatEx form using Drayton's technical memorandum.

Drayton will coordinate with WSDOT staff to determine and document the area of potential effects (APE). The APE is the zone within which a project has the potential to affect historic properties, should any such properties exist. For planning purposes, it is assumed that the APE for this project will be confined to existing streets, proposed right-of-way acquisitions and laydown areas needed to construct the project. WSDOT has the responsibility for the final determination of the APE, in consultation with the Washington State Historic Preservation Officer (SHPO) at the Washington Department of Archaeology and Historic Preservation (DAHP). Drayton will assist the City in defining a preliminary APE and work plan for submittal to WSDOT and DAHP for approval prior to the field work. Following fieldwork, Drayton will prepare a cultural resources technical memorandum according to the guidelines provided by WSDOT and DAHP. It is expected that WSDOT staff will conduct consultation with the DAHP as necessary.

The Cultural Resources Technical Memorandum will include:

- A description of the project and applicable laws and regulations;
- A summary of the results of the background literature and records research;
- An assessment of the archaeological sensitivity of the APE, based on archival research;
- The methods used during the fieldwork and the results;
- A description of any cultural resources found;

- A summary assessment of potential effects to any identified resources based on our knowledge of the resource type, soil conditions, and extent to which the proposed project may affect the resource;
- Recommendations for completion of any additional cultural resources compliance obligations (e.g., archaeological monitoring) stemming from the results of the study;
- An Inadvertent Discovery Plan (IDP) summary of project procedures that should be followed in the event of an unanticipated discovery of buried cultural materials or human remains during construction;

The draft memorandum will include tables, maps, photographs, and other graphics as are needed to depict the scope of the study and results. Forms for any recorded resources will be included in an appendix to the memorandum summarizing the results of the project. The memorandum will reflect professional standards for format and content as expressed in the guidelines prepared by WSDOT and DAHP.

Upon receipt of any comments from the City and WSDOT, Drayton will make appropriate revisions in consultation with the CONSULTANT and an electronic version of a Final memorandum with the DAHP submittal form inserted. Drayton staff will be available for teleconferences with the City, WSDOT, DAHP, and interested Tribes, as necessary, regarding the project and the findings.

8.3 Noise Analysis Report (Michael Minor and Associates)

The proposed grade separation will change the vertical alignment of Grove Street and triggers a noise analysis under WSDOT guidance. The project may also change traffic volumes on Grove Street as it would be the only grade separation and provide better circulation for residents. The project is located in the vicinity of sensitive receptors (residential areas, place of worship) that could be affected by the changes in noise that result from changes in profile and traffic volumes. The CONSULTANT has contracted with Michael Minor and Associates (MMA) to perform the noise analysis and prepare a report for this project. The CONSULTANT will complete the relevant sections of the CatEx form using MMA's report.

MMA will work with the CONSULTANT, WSDOT and the City to determine the level of noise analysis required for this project. The proposed changes in vertical profile of Grove Street and adjacent receptors suggest that a Type 1 analysis may be necessary. Exact noise study requirements will be confirmed with WSDOT at the NEPA kickoff meeting. This scope of work assumes that the for Type 1 analysis, MMA will conduct a noise study for the project area based on the guidelines presented in the current Federal Aid Policy Guide, Sub-chapter H, Part 772 Procedures for Abatement of Highway Traffic Noise and Construction Noise, and the WSDOT Traffic Noise Abatement Policy and Procedures (2011). Following the noise study, MMA will prepare a noise report that addresses noise impacts associated with construction activities and anticipated changes in traffic using the new overpass. Noise impacts and mitigation will be identified using current WSDOT policy. For residential areas, noise impacts occur if future traffic noise levels approach or exceed 66 dBA Leq during peak hours. The report will also have

sections specific to project construction and the short-term effects of construction on local noise and include local regulations and standard mitigation measures for noise during construction.

8.4 SEPA Documentation

The CONSULTANT will prepare a Washington State Environmental Policy Act (SEPA) checklist for compliance with SEPA and for the City to complete a threshold determination for the project. The CONSULTANT will hold a pre-application meeting with the City to discuss the SEPA review process and required documentation. Information and data developed for the NEPA documentation will be used to complete the SEPA checklist. The City is the lead agency for SEPA review and the Community Development Director is the Responsible Official. The CONSULTANT assumes that the SEPA submittal will include the following elements:

- Land Use Application Form
- SEPA Checklist
- Vicinity Map
- Project Drawings/Grading Plans
- Geotechnical Report (Shannon and Wilson)
- Drainage Report
- Cultural and Historic Resource Memorandum (Drayton)
- Title reports (provided by the City)

The CONSULTANT will provide a draft SEPA checklist for one round of review and comment by the City. The technical reports identified above will be reviewed by the City separately for the NEPA CatEx form and will not be included in the draft SEPA submittal. After receipt of City comments, The CONSULTANT will revise the checklist and provide the final SEPA package to the City.

Assumption(s)

- Project will require review by WSDOT local programs as a documented categorical exclusion under NEPA.
- A 2 hour NEPA kickoff meeting will occur at the City offices with the CONSULTANT, WSDOT Local Programs and City staff to discuss NEPA documentation requirements.
- WSDOT local programs staff will confirm that the only NEPA documentation needed to supplement the CatEx form is the cultural and historic technical memorandum, hazardous materials assessment, noise report and environmental justice memorandum.

If additional technical memoranda or documentation are required a scope amendment will be necessary.

- The WSDOT right-sized approach to hazardous materials review will require a low-level review, including a 4 hour site visit to conduct a windshield survey. A detailed site investigation for contamination is not required.
- The project will change the vertical profile of Grove Street and will require a noise study to analyze impacts on adjacent receptors. The noise will be conducted in accordance with WSDOT policy for Type 1 noise assessments.
- WSDOT will complete Section 106 consultation with DAHP. The CONSULTANT will provide the Cultural and Historic Resources memorandum to WSDOT to complete this task.
- WSDOT will complete formal consultation with the Native American tribes that may have an interest in the project and will prepare a letter of notification to the affected tribes.
- The CONSULTANT will provide up to 24 hours of routine coordination with WSDOT staff during the NEPA review period. This will include efforts to clarify information provided to WSDOT and review/respond to WSDOT comments.
- A 2 hour kickoff meeting will occur with City staff at city offices to review the submittal requirements and discuss the project permitting strategy.
- The City will prepare and publish a SEPA determination of non-significance for the project and no other technical analysis will be required. The City will be responsible for SEPA public notice and responses.
- The City will provide title reports for the subject properties adjacent to the project limits.
- The City will be responsible for all review fees.
- A biological assessment for threatened and endangered species (ESA) is not required. The CatEx form will be used for ESA documentation.
- There are no known biological resources (i.e., wetlands, streams, habitat) in the project area that would require a critical area review or permit from the City. A critical areas report will not be prepared for this project.

Deliverable(s)

- Draft and Final NEPA Documentation including: Categorical Exclusion form, Cultural Resources Memorandum, Hazardous Materials Memorandum, Noise Report and Environmental Justice Memorandum in electronic PDF format.
- Draft and Final SEPA Checklist in electronic PDF format.
- Final SEPA Submittal Package – 2 hard copies and 1 electronic copy (PDF).

GRAPHIC STANDARDS

All plans will be prepared in accordance with standard practices of the CITY. Sample plans and design standards will be provided by the CITY as a guide. Plans shall be prepared as follows.

- The horizontal scale for the full-size plans will be 1" = 20'.
- The plans will be completed in AutoCAD Version 2018.
- Line types and layers will be consistent with CITY CAD standards.
- Full-size plan sheets will be 22" x 34" on standard CITY title and border.
- Plan sheets utilizing topographic base mapping will utilize reference files so that the base map will remain as a single computer file. Each drawing will be a separate computer file with the base reference file as a separate CAD file.

SERVICES NOT INCLUDED

The following services are not a part of this Scope of Services. If the CONSULTANT and/or CITY chooses to add one or more of the following services to this Scope of Services, then this Agreement shall be modified in terms of an addition to the total compensation to be paid and an appropriate extension of time (as necessary).

- Permit applications, fees, or charges not mentioned above
- Property investigation, negotiations, and/or acquisition

CITY-PROVIDED REFERENCE MATERIALS

The following documents are to be provided by CITY.

- "As-built" plans as available
- Example plans and specifications
- A list of utilities and other agencies having jurisdiction in the project area
- Bid tabulations of previous projects as available
- CITY standard, boilerplate contract documents (contract, bid bond format, performance bond, etc.) for the bid documents in electronic and hard copy format
- CITY Standard Specifications and Details

CITY-PROVIDED PROJECT SERVICES

The following services will be provided by CITY.

- A list of utility franchises and other agencies having jurisdiction in the project area
- Coordination with the utility companies and other agencies
- Rights-of-entry, as necessary
- Other services as noted in the Scope of Work

DESIGN CRITERIA

All documents prepared shall be developed in accordance with the latest edition and amendments of the following, unless otherwise directed by CITY.

WSDOT Publications

- Standard Specifications for Road, Bridge, and Municipal Construction, English Edition (M41-10)
- Standard Plans for Road, Bridge, and Municipal Construction, English Edition (M21-01)
- Design Manual (M22-01)
- Bridge Design Manual, Volumes 1 and 2 (M23-50)
- Plans Preparation Manual (M22-31)
- Construction Manual
- WSDOT Local Agency Guidelines (LAG) Manual, Latest Edition
- Hydraulics Manual (M23-03)

AASHTO Publications

- AASHTO LRFD Bridge Design Specifications, Third Edition, 2017
- A Policy on Geometric Design of Highways and Streets (2011, 'Green Book')

U.S. Department of Transportation, Federal Highway Administration

- Manual on Uniform Traffic Control Devices for Streets and Highways

Other Publications/Design Guides

- City of Marysville Standard Specifications and Details
- Americans with Disability Act (ADA)
- Highway Research Board's Manual entitled, "Highway Capacity"
- Ecology, "Stormwater Manual for Western Washington February 2014"

- Standard drawings and sample documents provided by CITY and furnished to the CONSULTANT shall be used as a guide in all applicable cases
- BNSF Railway – Union Pacific Railroad, *Guidelines for Railroad Grade Separation Projects*

EXHIBIT E: Consultant Fee Determination

Analysis of Costs - BergerABAM Inc.

Direct Salary Cost (DSC)

PERSONNEL	Hours	Pay Rate	Cost
Principal @ Senior Project Manager Rate	96	\$79.39	\$ 7,621
Project Manager	608	\$65.58	39,873
Structural Engineer	692	\$69.69	48,227
Project Engineer	794	\$43.72	34,710
Civil Engineer	168	\$35.39	5,946
Environ. Scientist	232	\$46.17	10,711
Planner	92	\$37.26	3,428
Designer	132	\$44.79	5,912
Graphics/ CADD	366	\$37.56	13,747
Project Coord.	96	\$36.71	3,524
			-
Direct Salary Cost Total	3276	\$	173,698
Salary Escalation (see escalation tab)		\$	8,685

<u>Overhead Cost</u>	<u>153.96%</u>	of DSC	\$ 280,797
<u>Fixed Fee</u>	<u>30.00%</u>	of DSC	\$ 54,715

SUBTOTAL \$ 517,895

Reimbursables

Travel/Parking		\$	818
Reproduction/Postage			1,050
Computer/Special Equipment			-
Miscellaneous			

SUBTOTAL 1,868

BergerABAM SUBTOTAL 58.0% \$ 519,762

Subconsultants: (See Exhibit G)

Shannon and Wilson	24.0%	Participation	\$ 214,635.08
Universal Field Services	1.0%	Participation	\$ 9,146.37
DKS	7.1%	Participation	\$ 64,051.80
One Alliance	SBE DBE 5.3%	Participation	\$ 47,076.60
Drayton Archaeology	0.5%	Participation	\$ 4,400.00
Michael Minor and Associates	1.3%	Participation	\$ 12,000.00
	Total DBE 5.3%		

SUBCONSULTANTS SUBTOTAL \$ 351,310

Management Reserve \$ 25,000

GRAND TOTAL \$ 896,072

Prepared By _____

Date _____

BERGER/ABAM Engineers Inc. Blended Rates

Classification	Name	Base Wage Rate	% Participation	Blended Base Wage Rate
Principal @ Senior Project Man	Bob F	\$83.46	50%	\$79.39
	Brian C.	\$75.31	50%	
			100%	
Project Manager	Ross French	\$65.58	100%	\$65.58
			--	
			100%	
Structural Engineer	Chuck S.	\$83.46	20%	\$69.69
	Greg B.	\$66.25	80%	
			100%	
Project Engineer	Blake N.	\$38.22	50%	\$43.72
	Andrew D.	\$49.21	50%	
			100%	
Civil Engineer	Kyle G.	\$29.81	70%	\$35.39
	Jon C.	\$48.41	30%	
			100%	
Environ. Scientist	Dan R.	\$52.26	35%	\$46.17
	Grace R.	\$32.43	15%	
	Amber R.	\$52.48	35%	
	April R.	\$30.96	15%	
			100%	
Planner	Scott B.	\$37.26	100%	\$37.26
			--	
			100%	
Designer	John R.	\$44.78	70%	\$44.79
	Lee C.	\$44.81	30%	
			100%	
Graphics/ CADD	Jef B	\$57.45	5%	\$37.56
	Kim C	\$39.47	15%	
	Mark E	\$35.96	80%	
			100%	
Project Coord.	Kelly R	\$36.71	100%	\$36.71
	Nora B	\$36.49	--	
			100%	

EXHIBIT E
BERGER/ABAM Engineers Inc. Reimbursable Estimate

BergerABAM Inc.

REIMBURSABLES

	Units	at	Cost	
Travel/Parking				
Miles	1500	\$	0.545	\$ 817.50
Lodging/Meals	0	\$	-	-
Travel Subtotal				\$817.50
 Reproduction/Postage				
2 X 3 Boards	6	\$	50.00	\$ 300.00
Allowance for Outside Reproduction	1	\$	500.00	\$ 500.00
Courier	10	\$	25.00	\$ 250.00
Reproduction Subtotal				\$1,050.00
 Computer/Special Equipment				
Computer Time			\$	-
Computer Subtotal			\$	-
 Miscellaneous				
Potholing	1	\$	-	-
Drayton Archaeology			\$	4,400.00
Michael Minor and Associates			\$	12,000.00
Miscellaneous Subtotal				\$16,400.00

EXHIBIT E
Escalation Estimate

Grove Street Overcrossing Project
Phase 1 and 2 Design
Escalation Estimate - Contract Y-*** Supplement #*

Firm	%	Salary Year	Total DSC	1st Year % of Contract	2nd Year		3rd Year			4th Year			Total Escalation 2nd - 4th Years	Total Contract	
					Escalation %	% of Contract	Escalation	Escalation %	% of Contract	Escalation	Escalation %	% of Contract			Escalation
BergerABAM	5.00%	Jul - Jun	\$ 173,698.11	0%	5%	100%	\$ 8,684.91	5%	0%	\$ -	5%	0%	\$ -	\$ 8,684.91	100%
Shannon and Wil	#REF!	Jan - Dec	#REF!	100%	5%	0%	#REF!	5%	0%	#REF!	5%	0%	#REF!	#REF!	100%

BergerABAM Inc.

DESCRIPTION	Principal @										TOTAL	
	Senior Project	Project Manager	Structural Engineer	Project Engineer	Civil Engineer	Environ. Scientist	Planner	Designer	Graphics/CADD	Project Coord.		
	\$ 236.69	\$ 195.53	\$ 207.79	\$ 130.34	\$ 105.52	\$ 137.65	\$ 111.09	\$ 133.54	\$ 111.99	\$ 109.45		
1.0 PHASE 1 PROJECT MANAGEMENT												
1.1 Project Administration and Management (6 months)											0	
Mobilization and Subconsultant Agreements		8									12	20
Monthly Progress Reports	2	8									4	14
Monthly Invoicing		8									8	16
SubTotal	2	24	0	0	0	0	0	0	0	0	24	50
1.2 Team Meetings and Coordination (26 weeks, 22 meetings)												
Meeting Preparation		16	16	16					16		16	80
Mtg Attendance - City Staff (26 wks/8mtgs, 4 hr ea)	16	32	32	32		8						120
Mtg Attendance - Internal (26 wks/12 mtgs, 2 hr ea)		24	24	24		48	12					
Mtg Attendance - Open House, Board (2 mtgs, 5 hr ea)		10	10	10								
Meeting Notes		24	16	16							16	72
SubTotal	16	106	98	98	0	56	12	0	16		32	434
1.3 Quality Assurance												
QA/QC Plan	2	24	24	8							4	62
QA/QC Implementation - Phase 1	2	24	24	24							8	82
SubTotal	4	48	48	32	0	0	0	0	0	0	12	144
SUBTOTAL PHASE 1 HOURS	22	178	146	130	0	56	12	0	16	68	628	
Phase 1 - Cost Subtotals =	\$ 5,207	\$ 34,805	\$ 28,548	\$ 16,944	\$ -	\$ 5,909	\$ 1,266	\$ -	\$ 1,792	\$ 7,443	\$ 101,913.73	
												Rounded: \$ 101,900
2.0 SURVEY AND BASE MAPPING												
2.1 Topographic Survey of Grove Street											4	
SubTotal	0	0	0	4	0	0	0	0	0	0	0	4
2.3 Topographic Survey of BNSF Railroad Corridor											2	
SubTotal	0	0	0	2	0	0	0	0	0	0	0	2
2.4 ROW Survey											2	
SubTotal	0	0	0	2	0	0	0	0	0	0	0	2
2.5 Utility Locates and Potholing											0	
SubTotal	0	0	0	0	0	0	0	0	0	0	0	0
2.6 Creation of Base Map Files for Design											0	
Analyze Survey Records, ROW Plans, Utility Records												0
Prepare Design Base Map		4	4	4								12
SubTotal	0	4	4	4	0	0	0	0	0	0	0	12
TASK HOURS	0	4	4	12	0	0	0	0	0	0	0	20
Cost Subtotals=	\$ -	\$ 782	\$ 782	\$ 1,564	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,128

BergerABAM Inc. Labor Estimate

BergerABAM Inc.

DESCRIPTION	Principal @										TOTAL
	Senior Project	Project Manager	Structural Engineer	Project Engineer	Civil Engineer	Environ. Scientist	Planner	Designer	Graphics/CADD	Project Coord.	
	\$ 236.69	\$ 195.53	\$ 207.79	\$ 130.34	\$ 105.52	\$ 137.65	\$ 111.09	\$ 133.54	\$ 111.99	\$ 109.45	Rounded: \$ 3,100

3.0 GEOTECHNICAL EVALUATION

3.1 Initial Geotechnical Services

- Obtain & Review Surface & Subsurface Information
- Site Reconnaissance
- Engineering Analysis
- Technical Memo to Support Conceptual Design
- Project Management and Meeting Attendance

											0
											0
											0
											0
											0
<i>SubTotal</i>	0	0	0	0	0	0	0	0	0	0	0

3.2 Site Exploration and Engineering Analysis

- Site Visit/Mark Borings
- Exploration Plan
- Log Test Borings
- Select Samples for Testing, Revise Logs
- Boring Log Production
- Geologic Site Characterization
- Prepare Subsurface Profile
- Seismic Design Parameters
- Embankment Recommendations & Settlement Est.
- Deep Foundation Axial Load Charts
- Foundation Bearing Resistances
- Foundation Settlement Estimates
- Construction Considerations and Specifications

											0
											0
											0
											0
											0
											0
											0
											0
											5
											2
											2
											2
											2
											2
<i>SubTotal</i>	0	5	10	8	0	0	0	0	0	0	23

3.3 Geotechnical Report

- Draft Geotechnical Report
- Final Geotechnical Report

	2	4	4	2							12
		2	2	2							6
<i>SubTotal</i>	2	6	6	4	0	0	0	0	0	0	18

TASK HOURS	2	11	16	12	0	0	0	0	0	0	41
Cost Subtotals=	\$ 473	\$ 2,151	\$ 3,129	\$ 1,564	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,317
											Rounded: \$ 7,300

4.0 RAIL CROSSING ANALYSIS

4.1 Rail Design Alternatives

	8	52	52	48				24			184
<i>SubTotal</i>	8	52	52	48	0	0	0	24	0	0	184

4.2 Railroad Meetings and Coordination (6 @ 4 hours each)

	12	36	36	16							100
<i>SubTotal</i>	12	36	36	16	0	0	0	0	0	0	100

4.3 Railroad Memorandum of Understanding

	4	24	24	16							68
<i>SubTotal</i>	4	24	24	16	0	0	0	0	0	0	68

TASK HOURS	24	112	112	80	0	0	0	24	0	0	352
-------------------	----	-----	-----	----	---	---	---	----	---	---	-----

BergerABAM Inc.

DESCRIPTION	Principal @										TOTAL
	Senior Project	Project Manager	Structural Engineer	Project Engineer	Civil Engineer	Environ. Scientist	Planner	Designer	Graphics/CADD	Project Coord.	
	\$ 236.69	\$ 195.53	\$ 207.79	\$ 130.34	\$ 105.52	\$ 137.65	\$ 111.09	\$ 133.54	\$ 111.99	\$ 109.45	
Cost Subtotals=	\$ 5,681	\$ 21,900	\$ 21,900	\$ 10,427	\$ -	\$ -	\$ -	\$ 3,205	\$ -	\$ -	\$ 63,112
											Rounded: \$ 63,100

5.0 DESIGN REPORT

5.1 Design Report Figures

Plans/Roadway Sections	20	20	40	24			40	24		168	
Profile Grade	16	16	24	16			16	16		104	
Cross Sections	16	16	24	16			40	40		152	
Preliminary Signal and Illumination Design and Plans	8	0	8	8			0	2			
<i>SubTotal</i>	0	60	52	96	64	0	0	96	82	0	450

5.2 Storm Drainage Design

	16	8	60	60				40		184	
<i>SubTotal</i>	0	16	8	60	60	0	0	0	40	0	184

5.3 Pavement Design for Grove Street

	16		24	16						56	
<i>SubTotal</i>	0	16	0	24	16	0	0	0	0	0	56

5.4 Retaining Wall Evaluation and Layout

	0	9	50	76	0			0	68	0	203
<i>SubTotal</i>	0	9	50	76	0	0	0	0	68	0	203

5.5 Bridge Design

Cost Estimate	2	8	24	16						50	
Outline of Special Provisions	2	4	16	12						34	
Draft TS&L Report	12	24	40	32						108	
Comment Resolution	2	4	4	4						14	
Final TS&L Report (appendix to Design Report)	8	16	24	16						64	
<i>SubTotal</i>	26	70	184	156	0	0	0	0	88	0	524

5.6 30% Submittal and Design Report

30% Submittal and Review		20	20	20	12			12	12		4	96
Draft Design Report	12	48	52	56	8				40	8		224
Final Design Report	6	24	48	32	8				20	4		142
<i>SubTotal</i>	18	92	120	108	28	0	0	12	72	12		462

TASK HOURS	44	263	414	520	168	0	0	108	350	12	1879
Cost Subtotals=	\$ 10,414	\$ 51,425	\$ 80,950	\$ 67,777	\$ 17,727	\$ -	\$ -	\$ 14,423	\$ 39,197	\$ 1,313	\$ 283,226
											Rounded: \$ 283,200

6.0 TRAFFIC ANALYSIS

Traffic Counts	4			4							8
Traffic Modeling	8			8							16
Preliminary Lighting Design	8			8							16
<i>SubTotal</i>	0	20	0	20	0	0	0	0	0	0	40

BergerABAM Inc. Labor Estimate

BergerABAM Inc.

Principal @

DESCRIPTION	Senior Project	Project Manager	Structural Engineer	Project Engineer	Civil Engineer	Environ. Scientist	Planner	Designer	Graphics/CADD	Project Coord.	TOTAL
	\$ 236.69	\$ 195.53	\$ 207.79	\$ 130.34	\$ 105.52	\$ 137.65	\$ 111.09	\$ 133.54	\$ 111.99	\$ 109.45	
TASK HOURS	0	20	0	20	0	0	0	0	0	0	40
Cost Subtotals=	\$ -	\$ 3,911	\$ -	\$ 2,607	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,517
											Rounded: \$ 6,500
7.0 PRELIMINARY RIGHT OF WAY SERVICES											
7.1 Record of Survey		4		4							8
7.2 Right of Way Feasibility Support		8		8							16
7.3 Community Transit Coordination		8		8							16
<i>SubTotal</i>	0	20	0	20	0	0	0	0	0	0	40
TASK HOURS	0	20	0	20	0	0	0	0	0	0	40
Cost Subtotals=	\$ -	\$ 3,911	\$ -	\$ 2,607	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,517
											Rounded: \$ 6,500
8.0 ENVIRONMENTAL DOCUMENTATION											
8.1 NEPA Documentation and Coordination											0
NEPA Kickoff Meeting						16					
WSDOT NEPA Coordination	2					40					
Categorical Exclusion Form	2					40	40				8
Cultural Resources (Subcontractor Coordination)						8					
Hazardous Materials Memorandum						56					4
Environmental Justice Memorandum						8	40				4
Noise Analysis (Subcontractor Coordination)						8					
<i>SubTotal</i>	4	0	0	0	0	176	80	0	0	16	276
8.2 Cultural and Historic Resource Technical Memo						0	0				0
8.3 Noise Analysis Report						0	0				
8.4 SEPA Documentation											
Pre-Application Meeting						8					
Draft SEPA Checklist/Land Use Application Form	2					24	40				4
City Comment Review						8	4				
Final SEPA Checklist	1					12	8				2
<i>SubTotal</i>	0	0	0	0	0	0	0	0	0	0	0
TASK HOURS	4	0	0	0	0	176	80	0	0	16	276
Cost Subtotals=	\$ 947	\$ -	\$ -	\$ -	\$ -	\$ 41,658	\$ 18,935	\$ -	\$ -	\$ 3,787	\$ 65,327
											Rounded: \$ 65,300
PHASE 1 TOTAL	96	608	692	794	168	232	92	132	366	96	3276

City of Marysville 72nd St NE/Grove Street Overcrossing								
Geotechnical Engineering - Shannon & Wilson								
WORK ELEMENT	Principal in Charge	Associate	Senior Engineer I/II	Engineer IV	Drafting	Clerical	TOTAL HOURS	Total Amount
	Robert Mitchell	Kathryn Petek	Jason Funk/ Elizabeth Barnett	Sam Sideras				
	70	55	45	40	30	25		
WORK ELEMENT 1: Project Management								
1.1 Implement Quality Control Program		4		8			12	540
1.2 Monthly Progress Reports & Billing		6				12	18	630
Subtotal Work Element 1	0	10		8	0	12	30	1,170
WORK ELEMENT 3: Geotechnical Investigation & Reports								
3.1 Field Investigation							0	0
Subcontractor coordination and contracting				12			12	480
Locate explorations, utility clearance, and traffic control coordinat on		12		28			40	1,780
Drilling permit assistance		2		2	2		6	250
Sampling and Logging Borings	1	20		180			201	8,370
Review Samples and Laboratory Testing Plan	1	4	16				21	1,010
Finalize Boring Logs		1	6		4	4	15	545
3.2 Laboratory Testing Plan (lab testing included in ODC sheet)		1		4			5	215
3.3 Geotechnical Analysis - Analysis consistent with 30 percent design		4	12		6		22	940
3.3.1 -Subsurface Profiles and cross sections		4					5	215
3.3.2 -Earthquake Induced Hazards	1	4		16			21	930
3.3.3 -Axial Resistance of Deep Foundations	1	6		16			23	1,040
3.3.4 -Lateral Pile Resistance Parameters	1	4		8			13	610
3.3.5 -Retaining Walls and Ground Improvement	2	8	24				34	1,660
3.3.6 -Embankment Settlement	1	6	12				19	940
3.3.7 -Infiltration		4		8			12	540
3.3.8 -Pavement	1	6		16			23	1,040
3.3.9 -Construction Considerations (surcharging, wick drains)	1	4					5	290
3.4 Participation in Design Meetings (3 meetings)	6	12					18	1,080
3.5 Geotechnical Data & Engineering Report							0	0
Draft	8	24	12	40	12	6	102	4,530
3.3 Geotechnical Analysis - Analysis consistent with final PS&E design							0	0
3.3.1 -Subsurface Profiles and cross sections							0	0
3.3.2 -Earthquake Induced Hazards							0	0
3.3.3 -Axial Resistance of Deep Foundations							0	0
3.3.4 -Lateral Pile Resistance Parameters							0	0
3.3.5 -Retaining Walls and Ground Improvement							0	0
3.3.6 -Embankment Settlement							0	0
3.3.7 -Infiltration							0	0
3.3.8 -Pavement							0	0
3.3.9 -Construction Considerations (surcharging, wick drains)							0	0
3.4 Participation in Design Meetings							0	0
3.5 Geotechnical Data & Engineering Report							0	0
Respond to Comments							0	0
Final							0	0
Subtotal Work Element 3	24	122	82	330	24	10	592	26,250
GRAND TOTAL HOURS	24	132	82	338	24	22	622	27,420

The cost to complete analysis and reports consistent with final PS&E design are not included in this scope of services and will be provided in a future contract supplement

Direct Labor Cost	\$27,420
Labor Escalation	
3% for Y2019 (70% effort)	576
3% for Y2020 (30% effort)	501
Adjust Direct Labor Cost	28,497
Overhead Rate-2016 provision Rate @	
192.13%	54,751
Total adjusted Direct Labor & Overhead Cost	83,248
Fixed Fee @ Direct Labor Cost	
30%	8,549
Total Labor Cost	91,797

Direct Expenses:	
Drilling Subcontract (5 truck borings)	62,869
Other ODC and Subcontracts	47,605
S&W Laboratory Testing	8,020
Copies/Printing	80
Mileage	687
Permits (street use) (by others)	0
Total Direct Expenses	122,838
S&W Total	\$214,635

Direct Expenses				
Item	Unit	Unit Price	Qty.	Sub-Total Expenses
Truck Borings (5 ea)				
Driller Mob.	ea	\$1,000	1	\$ 1,000
Night Surcharge	day	\$500	15	\$ 7,500
DOE NOI (well log)	ea	\$50	2	\$ 100
DOE NOI (boring log)	ea	\$25	3	\$ 75
Driller Per Diem	day	\$350	15	\$ 5,250
Set-up/Clean up	hr	\$300	16	\$ 4,800
Casing time	hr	\$200		\$ -
Mud Rotary 0 to 50ft	ft	\$25	220	\$ 5,500
Mud Rotary 50 to 100ft	ft	\$30	200	\$ 6,000
Mud Rotary 100 to 200ft	ft	\$35	150	\$ 5,250
Extra Samples	ea	\$50	16	\$ 800
Osterberg Samples	ea	\$100	4	\$ 400
Borehole sealing and patch	ft	\$10	220	\$ 2,200
VWP construction	ft	\$15.0	350	\$ 5,250
12-inch flush completion	ea	\$350	2	\$ 700
Standby/Safety Meetings	hr	\$250	4	\$ 1,000
IDW disposal (soil cuttings & Mud)	drum	\$125	60	\$ 7,500
Concrete Core	ea	\$250	4	\$ 1,000
Air knife/vacuum excavate borings	hr	\$275	12	\$ 3,300
<i>Drilling Sales Tax (9.1%)</i>				\$ 5,244
Drilling Subtotal				\$ 62,869
Private Utility Locate	hr	\$125	5	\$ 625
Flagger Technician (Night Hrs)	hr	\$54	150	\$ 8,100
Traffic Control Supervisor (Night hrs)	hr	\$77	150	\$ 11,475
Traffic Control Labor Mobilization	hr	\$55	15	\$ 825
Truck Charge Mobilization	day	\$125	15	\$ 1,875
Traffic control standard signs	day	\$185	15	\$ 2,775
Additional signs (18 each)	day	\$162	15	\$ 2,430
Channelizers w/light (130 ea)	day	\$650	15	\$ 9,750
Arrow board (2 boards)	wk	\$600	3	\$ 1,800
Light tower for flagging (2 each)	day	\$250	15	\$ 3,750
Traffic Control Plans	ea	\$225	4	\$ 900
Vibrating wire piezometers	ea	\$850	2	\$ 1,700
Dataloggers	ea	\$800	2	\$ 1,600
Permit fees (by others)	ea			\$ -
Other Field Costs Subtotal				\$ 47,605
Soil Laboratory Testing				
Sample Jars	box	\$10	20	\$ 200
Water Content	ea	\$16	140	\$ 2,240
Atterberg Limits	ea	\$175	6	\$ 1,050
Sieve and hydrometer Analysis	ea	\$230	15	\$ 3,450
Soil activity/corrosion	ea	\$270	4	\$ 1,080
Soil Laboratory Testing Subtotal				\$ 8,020
B&W Copies/Reproduction	ea	\$0.10	300	\$30.00
Color Copies/Reproduction	ea	\$0.50	100	\$50.00
Mileage	mi	\$0.545	1260	\$686.70
Other ODC Subtotal				\$ 767
2018 to 2019 Escalation on ODC				3% \$ 3,578
ODC Total				\$ 122,838

EXHIBIT G-1: Subconsultant Fee Determination

Subconsultant Analysis of Costs - One Alliance, Inc.

Direct Salary Cost (DSC)

PERSONNEL	Hours	Pay Rate	Cost
Principal	9	\$ 204.00	\$ 1,836
PM	28	141.00	3,948
Asst PM	5	90.00	450
CADD 5	102	115.00	11,730
CADD 4	80	105.00	8,400
Tech 4	80	105.00	8,400
Tech 2	80	77.00	6,160
		-	
Direct Salary Cost Total	384	\$	40,924
Salary Escalation (see escalation tab)	N/A		
<u>Overhead Cost</u>	<u>N/A</u>	of DSC	
<u>Fixed Fee</u>	<u>N/A</u>	of DSC	
		SUBTOTAL	\$ 40,924
<u>Reimbursables</u>			
Travel/Parking		\$	153
Reproduction/Postage			-
Computer/Special Equipment			-
Miscellaneous			6,000
		SUBTOTAL	\$ 6,153
		TOTAL	\$ 47,077

EXHIBIT G
One Alliance
Professional Services Reimbursable Estimate

Hanson Professional Services, Inc.

Reimbursables

	Units	at	Cost	
Travel/Parking				
Miles	280	\$	0.545	\$ 152.60
Parking				\$ -
Travel Subtotal				\$152.60
 Reproduction/Postage				
				\$ -
				\$ -
				\$ -
Reproduction Subtotal				\$0.00
 Computer/Special Equipment				
				\$ -
				\$ -
Computer Subtotal				\$ -
 Miscellaneous				
Traffic Control				\$ 2,000.00
Underground Utility Locates				\$ 4,000.00
				\$ -
Miscellaneous Subtotal				\$6,000.00

One Alliance

DESCRIPTION	Principal \$ 204.00	PM \$ 141.00	Asst PM \$ 90.00	CADD 5 \$ 115.00	CADD 4 \$ 105.00	Tech 4 \$ 105.00	Tech 2 \$ 77.00	TOTAL
2.0 SURVEY AND BASE MAPPING								
2.1 Topographic Survey of Grove Street	1	4	1	4		48	48	106
<i>SubTotal</i>	1	4	1	4	0	48	48	106
2.2 Topographic Survey of BNSF Railroad Corridor	2	4	1	8		16	16	47
<i>SubTotal</i>	2	4	1	8	0	16	16	47
2.3 ROW Survey	2	8	1	80				91
<i>SubTotal</i>	2	8	1	80	0	0	0	91
2.4 Utility Locates and Potholing	2	4	1	2		16	16	41
<i>SubTotal</i>	2	4	1	2	0	16	16	41
2.5 Creation of Base Map Files for Design								
Analyze Survey Records, Right of Way Plans, Utility Records								0
Prepare Design Base Map	2	8	1	8	80			99
<i>SubTotal</i>	2	8	1	8	80	0	0	99
TASK HOURS	9	28	5	102	80	80	80	384
Cost Subtotals=	\$ 1,836	\$ 3,948	\$ 450	\$ 11,730	\$ 8,400	\$ 8,400	\$ 6,160	\$ 40,924
							Rounded:	\$ 40,900
TOTAL PROJECT HOURS	9	28	5	102	80	80	80	384

EXHIBIT G-1: Subconsultant Fee Determination

Subconsultant Analysis of Costs - Universal Field Services

Direct Salary Cost (DSC)

PERSONNEL	Hours	Pay Rate	Cost
Project Oversight - QA/QC	29	\$ 58.17	\$ 1,687
Project Manager	41	50.00	2,050
Acquisition Specialist	8	42.00	336
Relocation Specialist	6	44.00	264
Title/Escrow Specialist	2	32.00	64
Sr Admin Specialist	2	28.00	56
		-	
Direct Salary Cost Total	86		\$ 4,457
Salary Escalation (see escalation tab)			\$ -
<u>Overhead Cost</u>	<u>58.48%</u>	of DSC	\$ 2,606
<u>Fixed Fee</u>	<u>30.00%</u>	of DSC	<u>1,337</u>
		SUBTOTAL	\$ 8,400
<u>Reimbursables</u>			
Travel/Parking		\$	496
Reproduction/Postage			250
Computer/Special Equipment			-
Miscellaneous			-
		SUBTOTAL	\$ 746
		TOTAL	\$ 9,146

Universal Field Services

DESCRIPTION	Project			SR.			TOTAL
	Oversight - QA/QC	Project Manager	Acquisition	Relocation	Administration	Sr Admin Specialist	
	\$ 58.17	\$ 50.00	\$ 42.00	\$ 44.00	\$ 32.00	\$ 28.00	

7.0 PRELIMINARY RIGHT OF WAY SERVICES

7.1 Record of Survey							0
7.2 Right of Way Feasibility Support	29	41	8	6	2	2	88
7.3 Community Transit Coordination							0
<i>SubTotal</i>	29	41	8	6	2	2	88
TASK HOURS	29	41	8	6	2	2	88
Cost Subtotals=	\$ 1,687	\$ 2,050	\$ 336	\$ 264	\$ 64	\$ 64	\$ 4,465


TOTAL PROJECT HOURS 29 41 8 6 2 2 88

Position	Project Manager	Senior Operations Engineer	Senior Design Engineer	Project Engineer	Engineering Intern	CAD, GIS, Admin, Graphics	Overhead Fee	173.21%
	Billing Grade	36	23	20	16	12	Tech O	10%
	Direct Hourly Rate	\$ 64.31	\$ 49.74	\$ 44.52	\$ 37.93	\$ 31.33	\$ 31.33	Total Labor
	Total Billing Rate	\$ 193.27	\$ 149.48	\$ 133.80	\$ 113.99	\$ 94.16	\$ 94.16	Cost by Task
STEP 1:								
Task 6: Traffic Analysis								
Task 6.1 Project Management								
Project Management Plan	3	1	1					
Invoice Preparation	5					5		
Progress Reports	5							
Project Schedule	5							
Contract Documentation	2					3		
Monthly Coordination Meetings (up to 6)		6		6				
Coordination Meeting Notes				5		5		
<i>Total Hours by Staff Role</i>	20	7	1	11	0	13	\$ 2,503.42	\$ 7,523.55
Task 6.2 Data Collection & Warrant Analysis								
Review the Data Provided by the City (Counts/ Crash/ ...)	1	2	4	16	2			
Conduct Warrant Analysis for Grove St/ Cedar Ave	1	4	8	22	4			
Warrant Analysis Summary			1	8	2			
<i>Total Hours by Staff Role</i>	2	6	13	46	8	0	\$ 3,001.24	\$ 9,019.66
Task 6.3 Synchro Analysis								
Existing Condition Synchro Analysis of Grove St/State Ave & Grove St/ Cedar Ave	1	1	4	16				
Future Visum Volumes & Design Year No-Build Syncho Model		1	6	16				
Design Year Build Syncho Model		1	4	12				
Draft Traffic Memo for the Synchro Analysis		1	8	20		4		
Respond to CITY Comments on Draft Traffic Operations Memo		4		8				
Final Traffic Operations Memo	2	4		8		1		
<i>Total Hours by Staff Role</i>	3	12	22	80	0	5	\$ 4,960.30	\$ 14,907.24
STEP 1 TOTAL HOURS	25	25	36	137	8	18		
STEP 1 LABOR COSTS	\$ 1,607.75	\$ 1,243.50	\$ 1,602.72	\$ 5,196.41	\$ 250.64	\$ 563.94	\$ 10,464.96	\$ 31,450.45
TASK 5.4: SIGNAL & ILLUMINATION Conceptual DESIGN								
Task 5.4.1 Project Management								
Invoice Preparation	5					5		
Progress Reports	5							
Project Schedule	5							
Contract Documentation	2					3		
Monthly Coordination Meetings (up to 5)			5	5				
Coordination Meeting Notes				5		5		
<i>Total Hours by Staff Role</i>	17		5	10	0	13	45	\$ 6,318.54
Task 5.4.3 Conceptual Signal & Illumination Design								
Signal Plan Sheets (up to 2)	1		3	5	10	10		
Signal Detail Sheets (up to 2)	1		2	4	4	3		
Illumination Plan Sheets (up to 2)	2		4	10	12	12		
Illumination Design Sheets (up to 2 sheets)	1		2	4	8	6		
Illumination AGI32 Analysis	4		8	24	24			
Signal and Illumination Bid Item Cost Estimates	1		4	8	12			
Special Provision Outline	1		2	4	4			
<i>Total Hours by Staff Role</i>	11	0	25	59	74	31	200	\$ 22,082.81
STEP 2 TOTAL HOURS	28	0	30	69	74	44		
STEP 2 LABOR COSTS	\$ 1,800.68	\$ -	\$ 1,335.60	\$ 2,617.17	\$ 2,318.42	\$ 1,378.52	\$ 9,450.39	\$ 28,401.35
SUMMARY								
Labor Costs								
Task 6: Traffic Analysis								\$ 10,464.96
TASK 5.4: SIGNAL & ILLUMINATION Conceptual DESIGN								\$ 9,450.39
Overhead Costs (at 173.21%)								
								\$ 34,495.38
Expenses								
Traffic Data Collection (up to 2 intersections)								\$ 2,500.00
Travel - Parking & Milage								\$ 1,200.00
Document Production								\$ 500.00
Fee (at 10%)								
								\$ 5,441.07
TOTAL COST (Labor + Overhead + Expenses + Fee)								\$ 64,051.80

Index #18

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 10, 2018

AGENDA ITEM:	
Contract with the Department of Commerce re Ebey Waterfront Trail	
PREPARED BY:	DIRECTOR APPROVAL:
Jeff Laycock, City Engineer	
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
Contract	
BUDGET CODE:	AMOUNT:
	\$1,000,000
SUMMARY:	
The City received \$1,000,000 in State capital funds towards construction of the Ebey Waterfront Trail. Since this is a state funded project, the funds are administered through the Department of Commerce (Commerce), and a contract between the City and Commerce is required in order to administer those funds. The contract ensures that state funds in the agreed upon amount are spent in accordance with all applicable laws and regulations.	

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the Contract with the Department of Commerce thereby securing construction funding for the Ebey Waterfront Trail Project.



Grant to

City of Marysville

through

The Local and Community Projects Program

For

Ebey Waterfront Trail and Shoreline Access

Start date:

January 19, 2018

Face Sheet.....	1
Special Terms and Conditions	2
1. Grant Management.....	2
2. Compensation	2
3. Certification of Funds Performance Measures	2
4. Prevailing Wage Law.....	3
5. Documentation and Security.....	3
6. Basis for Establishing Real Property Values for Acquisitions of Real Property....	4
7. Expenditures Eligible for Reimbursement	4
8. Billing Procedures and Payment.....	4
9. Subcontractor Data Collection.....	5
10. Insurance	5
11. Order of Precedence	6
12. Reduction in Funds.....	7
13. Ownership of Project/Capital Facilities.....	7
14. Change of Ownership or Use for GRANTEE-Owned Property.....	7
15. Change of Use for Leased Property Performance Measure.....	7
16. Modification to the Project Budget	8
17. Signage, Markers and Publications.....	8
18. Historical and Cultural Artifacts.....	8
19. Reappropriation.....	8
20. Recapture.....	9
21. Termination for Fraud or Misrepresentation	9
General Terms and Conditions	1
1. Definitions.....	1
2. Access to Data	1
3. Advance Payments Prohibited.....	1
4. All Writings Contained Herein.....	1
5. Amendments	1
6. Americans with Disabilities Act (ADA).....	2
7. Assignment.....	2
8. Attorney's Fees	2
9. Audit.....	2
10. Confidentiality/Safeguarding of Information	3
11. Conflict of Interest.....	3
12. Copyright Provision	4
13. Disputes	4
14. Duplicate Payment	5
15. Governing Law and Venue	5
16. Indemnification	5
17. Independent Capacity of the Grantee	5
18. Industrial Insurance Coverage.....	5
19. Laws.....	6
20. Licensing, Accreditation and Registration	6
21. Limitation of Authority	6
22. Noncompliance with Nondiscrimination Laws	6
23. Pay Equity.....	6
24. Political Activities	7
25. Publicity	7
26. Recapture.....	7
27. Records Maintenance.....	7

28.	Registration with Department of Revenue.....	7
29.	Right of Inspection.....	7
30.	Savings	7
31.	Severability.....	8
32.	Site Security	8
33.	Subgranting/Subcontracting	8
34.	Survival	8
35.	Taxes	8
36.	Termination for Cause	8
37.	Termination for Convenience.....	9
38.	Termination Procedures	9
39.	Treatment of Assets	10
40.	Waiver	10

Attachment A, Scope of Work; Attachment B, Budget; Attachment C, Availability of Funds;
Attachment D Certification of Prevailing Wages; Attachment E, Certification of LEED

FACE SHEET

171

Grant Number: 18-96616-054

**Washington State Department of Commerce
Local Government Division
Community Capital Facilities Unit**

1. GRANTEE City of Marysville 80 Columbia Avenue Marysville, Washington 98270		2. GRANTEE Doing Business As (optional)	
3. Grantee Representative Jeff Laycock (360) 363-8274 jlaycock@marysvillewa.gov		4. COMMERCE Representative Emily Hafford Project Manager (360) 725-5001 Fax 360-586-5880 emily.hafford@commerce.wa.gov <div style="float: right; text-align: right;"> P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525 </div>	
5. Grant Amount \$970,000.00	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date 1/19/2018	8. End Date 6/30/2021
9. Federal Funds (as applicable) N/A	Federal Agency N/A	CFDA Number N/A	
10. Tax ID # 91-6001459	11. SWV # SWV0000432	12. UBI # 314000001	13. DUNS # N/A
14. Grant Purpose The outcome of this performance-based contract is for construction of the Ebey Waterfront Trail and Shoreline Access, as referenced in Attachment A – Scope of Work.			
COMMERCE, defined as the Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Budget, Attachment “C” – Certification of Availability of Funds to Complete the Project, Attachment “D” – Certification of the Payment and Reporting of Prevailing Wages, Attachment “E” – Certification of Intent to Enter LEED process.			
FOR GRANTEE _____ Jon Nehring, Mayor _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director _____ Date APPROVED AS TO FORM _____ _____ Date	

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

THIS CONTRACT, entered into by and between City of Marysville (a unit of local government) hereinafter referred to as the GRANTEE), and the Washington State Department of Commerce (hereinafter referred to as COMMERCE), WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050 (5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has, in Laws of 2018, Chapter 2, Section 1016, made an appropriation to support the Local and Community Projects Program, and directed COMMERCE to administer those funds; and

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for acquisition, construction, or rehabilitation (a venture hereinafter referred to as the "Project").

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

1. GRANT MANAGEMENT

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

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

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

2. COMPENSATION

COMMERCE shall pay an amount not to exceed \$970,000.00 for the capital costs necessary for or incidental to the performance of work as set forth in the Scope of Work.

3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES

A. The release of state funds under this contract is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT C (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT), hereof. Such non-state sources may consist of a combination of any of the following:

- i) Eligible Project expenditures prior to the execution of this contract.
- ii) Cash dedicated to the Project.
- iii) Funds available through a letter of credit or other binding loan commitment(s).
- iv) Pledges from foundations or corporations.
- v) Pledges from individual donors.

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

- vi) The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.
- vii) In-kind contributions, subject to COMMERCE'S approval.

B. The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources, and shall make such records available for COMMERCE'S review upon reasonable request.

4. PREVAILING WAGE LAW

The Project funded under this Grant may be subject to state prevailing wage law (Chapter 39.12 RCW). The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

5. DOCUMENTATION AND SECURITY

The provisions of this section shall apply to capital projects performed by nonprofit organizations that involve the expenditure of over \$500,000 in state funds. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for design only are exempt from this section.

- A. Deed of Trust.** This Grant shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the "Deed of Trust"). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within ninety (90) days of contract execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the grant as set forth in Section 2, hereof.
- B. Term of Deed of Trust.** The Deed of Trust shall remain in full force and effect for a period of ten (10) years following the final payment of state funds to the GRANTEE under this grant. Upon satisfaction of the ten-year term requirement and all other grant terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.
- C. Title Insurance.** The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.
- D. Subordination.** COMMERCE may agree to subordinate its deed of trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within thirty (30) days of receiving the request.

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

6. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES

When the grant is used to fund the acquisition of real property, the value of the real property eligible for reimbursement under this grant shall be established as follows:

- a. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.
- b. GRANTEE purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

7. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

The GRANTEE may be reimbursed, at the rate set forth elsewhere in this contract, for Project expenditures in the following cost categories:

- A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Construction costs including, but not limited to, the following:
 - Site preparation and improvements;
 - Permits and fees;
 - Labor and materials;
 - Taxes on Project goods and services;
 - Capitalized equipment;
 - Information technology infrastructure; and
 - Landscaping.

8. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the GRANTEE for one-hundred percent (100%) of eligible Project expenditures, up to the maximum payable under this contract. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed – by budget line item – for the billing period.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from vendors providing Project goods or services covered by the contract. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted, or within thirty (30) days thereafter.

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this contract, or within fifteen (15) days following the end of the state biennium unless contract funds are reappropriated by the Legislature in accordance with Section 18, hereof.

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE.

COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

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

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

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

Duplication of Billed Costs

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

Disallowed Costs

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

9. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

10. INSURANCE

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

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. The insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation or modification.

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

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

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

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

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

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$2,000,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subgrantees that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent as beneficiary.
- C. The GRANTEE shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

GRANTEES and Local Governments that Participate in a Self-Insurance Program.

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

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

11. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Certification of the Availability of Funds to Complete the Project
- Attachment D – Certification of the Payment and Reporting of Prevailing Wages

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

- Attachment E – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process

12. REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this contract are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the contract period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE, and shall meet and renegotiate the contract accordingly.

13. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this contract and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this contract; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this contract. This provision does not extend to claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this contract.

14. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this contract, shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this contract.
- C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated in Section 1, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 19 (Recapture provision).

15. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE

- A. The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this contract shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated in Section 1, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 19 (Recapture Provision).

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

16. MODIFICATION TO THE PROJECT BUDGET

- A. Notwithstanding any other provision of this contract, the GRANTEE may, at its discretion, make modifications to line items in the Project Budget (Attachment B), hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The GRANTEE shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Project Budget (Attachment B,) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 2 of this contract.

17. SIGNAGE, MARKERS AND PUBLICATIONS

If, during the period covered by this contract, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

18. HISTORICAL AND CULTURAL RESOURCES

In the event that historical or cultural artifacts are discovered at the Project site during construction, the GRANTEE shall immediately stop work and notify the local historical preservation officer and the state historic preservation officer at the Washington State Department of Archaeology and Historic Preservation (DAHP) at (360) 586-3065, and the Commerce Representative identified on the Face Sheet.

If human remains are discovered, the GRANTEE shall immediately stop work and report the presence and location of the remains to the coroner and local enforcement, then contact DAHP and any concerned tribe's cultural staff or committee.

19. REAPPROPRIATION

- A. The parties hereto understand and agree that any state funds not expended by June 30, 2019 will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this contract shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this contract are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

20. RECAPTURE

In the event that the GRANTEE fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture all funds disbursed under the Grant, in addition to any other remedies available at law or in equity. This provision supersedes the Recapture provision in Section 25 of the General Terms and Conditions.

21. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this contract, COMMERCE reserves the right to terminate or amend this contract accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "GRANTEE" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the GRANTEE.
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant under a separate Grant with the GRANTEE. The terms "subgrantee/subcontractor" refers to any tier.
- G. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- H. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

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

4. ALL WRITINGS CONTAINED HEREIN

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

5. AMENDMENTS

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

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

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

7. ASSIGNMENT

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

8. ATTORNEYS' FEES

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

9. AUDIT

A. General Requirements

COMMERCE reserves the right to require an audit. If required, GRANTEEs are to procure audit services based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees also maintain auditable records.

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

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

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

B. State Funds Requirements

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the GRANTEE.

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

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

C. Documentation Requirements

The GRANTEE must send a copy of the audit report described above no later than nine (9) months after the end of the GRANTEE's fiscal year(s) by sending a scanned copy to auditreview@commerce.wa.gov or a hard copy to:

Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum Street SE
PO Box 42525
Olympia WA 98504-2525

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

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

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

If the GRANTEE is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

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

11. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The CONTRACTOR and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on this Grant, or any matter related to the project funded under this Grant or any other state funded project, including but not limited to formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the CONTRACTOR may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

12. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

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

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

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

13. DISPUTES

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

The request for a dispute hearing must:

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

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

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

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

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

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

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

14. DUPLICATE PAYMENT

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

15. GOVERNING LAW AND VENUE

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

16. INDEMNIFICATION

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The GRANTEE's obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

GRANTEE expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to GRANTEE'S or any subgrantee's/subcontractor's performance or failure to perform the Grant. GRANTEE'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

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

17. INDEPENDENT CAPACITY OF THE GRANTEE

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

18. INDUSTRIAL INSURANCE COVERAGE

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

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

19. LAWS

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended.

20. LICENSING, ACCREDITATION AND REGISTRATION

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

21. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Representative.

22. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

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

23. PAY EQUITY

The GRANTEE agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- a. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- b. GRANTEE may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - (iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise services determines that the GRANTEE is not in compliance with this provision.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

24. POLITICAL ACTIVITIES

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

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

25. PUBLICITY

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

26. RECAPTURE

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

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

27. RECORDS MAINTENANCE

The GRANTEE shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

GRANTEE 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 Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, 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.

28. REGISTRATION WITH DEPARTMENT OF REVENUE

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

29. RIGHT OF INSPECTION

The GRANTEE shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

30. SAVINGS

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

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

31. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

32. SITE SECURITY

While on COMMERCE premises, GRANTEE, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

33. SUBGRANTING/SUBCONTRACTING

Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work contemplated under this contract without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include Grants of employment between the GRANTEE and personnel assigned to work under this Grant.

Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrants/subcontracts. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.

34. SURVIVAL

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

35. TAXES

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

36. TERMINATION FOR CAUSE

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience"

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

37. TERMINATION FOR CONVENIENCE

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

38. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AGENT shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the GRANTEE such sum as the AUTHORIZED REPRESENTATIVE determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the AUTHORIZED REPRESENTATIVE, the GRANTEE shall:

1. Stop work under the Grant on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AUTHORIZED REPRESENTATIVE to the extent AUTHORIZED REPRESENTATIVE may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the AUTHORIZED REPRESENTATIVE; and

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

7. Take such action as may be necessary, or as the AUTHORIZED REPRESENTATIVE may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

39. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the GRANTEE, for the cost of which the GRANTEE is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the GRANTEE. Title to other property, the cost of which is reimbursable to the GRANTEE under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant

All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

40. WAIVER

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

Scope of Work

Funds awarded under this grant shall be used for capital expenditures related to the design and construction of the Ebey Waterfront Trail and Shoreline Access, located in Marysville.

Construction will include but not be limited to asphaltting a multi-use trail that will extend approximately 1.26 miles and will be approximately 10-12 feet wide, beginning at 48° 2'37.11"N, 122° 8'54.32"W and ending at 48° 3'1.10"N, 122° 9'32.98"W.

When complete, the trail will extend the existing Ebey Waterfront Trail providing an additional 1.26 miles of shared use trail.

This project is expected to be completed in January, 2019.

All project work completed with prior legislative approval. The "Copyright Provisions", Section 12 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

Budget

Line Item	Amount
Architecture & Engineering	\$48,500.00
Site Acquisition	\$0.00
Construction	\$1,280,050.98
Capitalized Equipment	\$0.00
Construction Management	\$64,002.02
Other	\$0.00
Total Contracted Amount:	\$1,392,553.00

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

GRANTEE

TITLE

DATE

Certification of the Availability of Funds to Complete the Project

Non-State Funds	Amount	Total
City of Marysville	\$422,553.00	
Total Non-State Funds	\$422,553.00	\$422,553.00
State Funds		
State Capital Budget	\$970,000.00	\$970,000.00
Total Non-State and State Sources		\$1,392,553.00

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that project funding from sources other than those provided by this contract and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this contract, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE'S review upon reasonable request.

GRANTEE

TITLE

DATE

Certification of the Payment and Reporting of Prevailing Wages

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as January 19, 2018, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE'S review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

**Certification of Intent to Enter the
Leadership in Energy and Environmental Design (LEED) Certification Process**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this contract. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

GRANTEE

TITLE

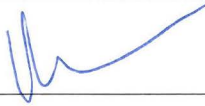
DATE

Index #19

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 10, 2018

AGENDA ITEM:							
Project Acceptance; Quinn Ave Sidewalks (2 nd to 4 th)							
PREPARED BY:	DIRECTOR APPROVAL:						
Kyle Woods, Project Engineer							
DEPARTMENT:							
Engineering							
ATTACHMENTS:							
Notice of Physical Completion							
BUDGET CODE:	AMOUNT:						
10110361.549200.M1605	\$194,990.01						
SUMMARY:							
<p>The work of this contract involved the construction of concrete curb, gutter, and sidewalk, along with associated storm facilities, asphalt paving, street signage, and channelization on Quinn Avenue from 2nd Street to 4th Street.</p> <p>This project is partially funded by the Community Development Block Grant (CDBG). The remaining is funded by Transportation Benenefit District (TBD).</p> <p>The project was awarded to SRV Construction on May 18, 2018 in the amount of \$205,48.20. SRV Construction completed the project on June 22, 2018 with a total project cost of \$194,990.01, which was \$10,493.19 or 5% lower than the original bid price.</p> <table style="margin-left: auto; margin-right: auto; border: none;"> <tr> <td style="padding-right: 20px;">Total Project Cost</td> <td style="text-align: right;">\$194,990.01</td> </tr> <tr> <td><u>Community Development Block Grant Funding:</u></td> <td style="text-align: right;"><u>\$136,320.00</u></td> </tr> <tr> <td>Total Construction Cost to the TBD:</td> <td style="text-align: right;">\$58,670.01</td> </tr> </table>		Total Project Cost	\$194,990.01	<u>Community Development Block Grant Funding:</u>	<u>\$136,320.00</u>	Total Construction Cost to the TBD:	\$58,670.01
Total Project Cost	\$194,990.01						
<u>Community Development Block Grant Funding:</u>	<u>\$136,320.00</u>						
Total Construction Cost to the TBD:	\$58,670.01						

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to accept the Quinn Ave Sidewalks project with SRV Construction, Inc, starting the 45-day lien period for project closeout.



PUBLIC WORKS
Kevin Nielsen, *Director*

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

June 22, 2018

SRV Construction, Inc.
PO Box 481
Oak Harbor, WA 98277

Subject: Quinn Ave Sidewalks – Notice of Substantial/Physical Completion

Dear Mr. Snyder:

In accordance with Section 1-05.11(2) of the Special Provisions, this project was considered substantially and physically complete as of Wednesday June 22, 2018.

This notification does not constitute completion, or final acceptance by the City per Section 1-05.11(2) of the Contract's General Special Provisions.

Recommendation for Final Acceptance will be sent to the City Council for approval at the first available council meeting (September 11th). This date of final acceptance shall start the forty-five (45) day lien period for the release of your retainage upon receipt of the following.

1. Certificate of Release from the Department of Revenue
2. Certificate of Release from the Employment Security Department
3. Certificate of Release from the Department of L&I
4. Affidavit of Wages Paid (to be submitted by SRV to the City)

As always, it has been a pleasure working with you and the rest of the SRV staff on this project. I look forward to working with you on future projects.

Sincerely,

A handwritten signature in black ink, appearing to read "Kyle Woods".

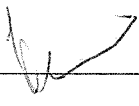
Kyle Woods
Project Engineer

Index #20

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 10, 2018

AGENDA ITEM:	
USDA-APHIS-Wildlife 5 year Cooperative Service Agreement & Annual Work Plan/Financial Plan	
PREPARED BY:	DIRECTOR APPROVAL:
Matthew Eyer, Storm/Sewer Supervisor	
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
Three Copies of the USDA-APHIS-Wildlife 5 year Cooperative Service Agreement & Annual Work Plan/Financial Plan and Work Initiation Document for Wildlife Damage Management	
BUDGET CODE:	AMOUNT:
40145040 541000	\$16,377.00
SUMMARY:	
<p>The United States Department of Agriculture (USDA) Animal and Plant Health Inspection Services (APHIS) Wildlife Services Cooperative Services Agreement (Agreement No: 14-73-53-6173-RA) provides the City with wildlife management services for conflicts caused by beavers, coyotes and other nuisance wildlife. This renewal agreement provides assistance up to \$16,377.00 in services annually over 5 years. Services are available to all departments in the City. The last iteration of this Agreement was signed and approved by the City in 2013 and expires September 30th 2018. This new Agreement will be effective October 1, 2018 through September 30, 2023. This request also includes renewal of the annual Work Plan/Financial Plan and the Work Initiation Document for Wildlife Damage Management.</p>	

RECOMMENDED ACTION:
Staff recommends that the Council authorize the Mayor to sign the Cooperative Service Agreement between the City of Marysville and the USDA APHIS Wildlife Services, the accompanying Work Plan and the Work Initiation Document for Wildlife Damage Management.

COOPERATIVE SERVICE AGREEMENT
between
CITY OF MAYRSVILLE (COOPERATOR)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES (APHIS-WS)

ARTICLE 1 – PURPOSE

The purpose of this Agreement is to conduct wildlife damage management (WDM) activities to control aquatic mammals residing in and around the city of Marysville in order to reduce human health and safety threats and property damage due to flooding.

ARTICLE 2 - AUTHORITY

APHIS-WS has statutory authority under the Act of March 2, 1931, as amended (7 USCA 8351), and the Act of December 22, 1987 (7 USCA 8353), the Secretary of Agriculture may conduct a program of wildlife services with respect to injurious animal species and take any action the Secretary considers necessary in conducting the program. Additionally, the Secretary of Agriculture, except for management of urban rodents, is authorized to conduct activities to manage nuisance mammals and birds and those mammal and bird species that are reservoirs for zoonotic diseases. In carrying out a program of wildlife services involving injurious and/or nuisance animal species or involving mammal and bird species that are reservoirs for zoonotic diseases, the Secretary is authorized to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions.

Under the Consolidated Appropriations Act, 2017, (Pub. L. No. 115-31, 131 Stat. 144, H.R. 244 — 115th Congress (2017-2018), APHIS is authorized to collect fees to cover the total costs of providing technical assistance, goods, or services requested by States, other political subdivisions, domestic and international organizations, foreign governments, or individuals, provided that such fees are structured such that any entity's liability for such fees is reasonably based on the technical assistance, goods, or services provided to the entity by the Agency, and such fees shall be credited to this account, to remain available until expended, without further appropriation, for providing such assistance, good, or services.

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

- a. Confer and plan a WDM program that addresses the need for managing conflicts caused by aquatic mammals in Marysville, WA. Based on this consultation, APHIS-WS will formulate, in writing, the program work plan and associated budget and present them to the Cooperator for approval.
- b. Develop a mutually agreed upon Work Plan and Financial Plan which are incorporated into this Agreement by reference. It is understood and agreed that any monies allocated for the purpose of this Agreement shall be expended only towards the activities and related expenses outlined therein.
- c. When either of the Cooperating parties address the media or incorporate information into reports and/or publications, both Cooperating parties must agree, in writing, to have their identities disclosed when receiving due credit related to the activities covered by this agreement.

- d. APHIS-WS has advised the Cooperator that other private sector service providers may be available to provide wildlife management services and notwithstanding these other options, Cooperator requests that APHIS-WS provide wildlife management services as stated under the terms of this Agreement.
- e. All equipment with a purchase price of \$5,000 or more per unit, purchased directly with funds from the cooperator for use solely on this project shall be subject to disposal according to APHIS-WS policy, and shall be specifically listed in the Work and Financial Plan. Property title/disposal shall be determined when the project (including all continuations and revisions of this agreement) terminates, or when the equipment is otherwise directed to other projects, whichever comes first. If the equipment is sold prior to the project end, the proceeds should be allocated according to APHIS-WS Policy. Continuations and revisions to this agreement shall list any equipment with a purchase price of \$5,000 or more per unit, carried over from a purchase directly with funds from the cooperator for use solely for this project. All other equipment purchased for the program is and remain the property of APHIS-WS.
- f. APHIS-WS will provide overall direction and control of the program.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

The Cooperator agrees to/that:

- a. Designate Matthew Eyer, Storm/Sewer Supervisor, City of Marysville, 80 Columbia Avenue, WA 98270, (360) 363-8112 as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this Agreement;
- b. Reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Work and Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the Work and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of service submitted via an invoice within 30 days of the date of the submitted invoice or invoices as submitted by APHIS-WS. Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996. If the Cooperator is delinquent in paying the full amount of the due service costs submitted by APHIS-WS, and/or is delinquent in paying the due late payments, and/or is delinquent in paying the interest, penalties, and/or administrative costs on any delinquent due service costs, APHIS-WS will immediately cease to provide the respective service associated with the submitted service costs. APHIS-WS will not reinstate or provide the respective service until all due service costs, and/or due late payments, and/or due interest, penalty, and/or administrative costs are first paid in full.
- c. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
- d. As a condition of this Agreement, The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.

ARTICLE 5 – WS RESPONSIBILITIES

APHIS-WS agrees:

- a. To designate APHIS-WS State Director, Mike Linnell, 720 O'Leary Street NW, Olympia, WA 98502, (360) 753-9884 as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this Agreement.

- b. The performance of wildlife damage management actions by WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
- c. To provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work and Financial Plan referenced in 3.a of this Agreement.
- d. To bill the Cooperator for costs incurred in performing WDM activities as authorized in the approved annual Work and Financial Plan as may be amended.
- e. To notify the Cooperator if costs are projected to exceed the amounts estimated and agreed upon in the Financial Plan. APHIS-WS will cease providing goods or services until a revision to the Work and Financial Plan, as appropriate, have been agreed to and signed by both parties to this Agreement.
- f. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

ARTICLE 6 – CONTINGENCY STATEMENT

For costs borne by APHIS-WS, this agreement is contingent upon the passage of the Agriculture, Rural Development, and Related Agencies Appropriation Act for the current fiscal year from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This Agreement also may be reduced or terminated if Congress provides APHIS-WS funds only for a finite period under a Continuing Resolution.

ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE

Nothing in this agreement shall prevent any other country, State government or its political subdivisions, local government, university, or college, organization, association, or individual from entering into separate agreements with APHIS-WS for same or similar activities provided under the terms of this Agreement.

ARTICLE 8 – CONGRESSIONAL RESTRICTIONS

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

ARTICLE 9 – APPLICABLE REGULATIONS

All WDM activities will be conducted in accordance with applicable Federal, State, and local laws and regulations.

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients.

ARTICLE 10 – LIABILITY

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent the recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 USC 1346(b), 2401(b), 2671-2680).

ARTICLE 11 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual’s income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 12 – FAILURE TO PAY FEES

The cooperator is liable for fees assessed for services performed under this agreement. APHIS-WS will assess a late payment penalty for failure to pay fees when due. In addition, the overdue fees shall accrue interest as required by 31 U.S.C. 3717.

ARTICLE 13 – AGREEMENT EFFECTIVE DATE

This Agreement shall become effective October 1, 2018 and shall continue to September 30, 2023. Further, this Agreement may be amended or extended at any time by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend at least 30 days prior to expiration of the agreement. It may be terminated by either party upon 60 days notice in writing to the other party.

AUTHORIZATION:

CITY OF MARYSMILLE
MARYSVILLE, WA
Tax Identification Number: 91-6001459

Mayor, City of Marysville

Date

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES
Tax Identification Number: 41-0696271

State Director, Washington/Alaska

Date

Director, Western Region

Date

WORK PLAN/FINANCIAL PLAN

Cooperator: City of Marysville

Contact: Matt Eyer, 360-363-8112 meyer@marysvillewa.gov
Jim Ballew, 360-363-8402 jballew@marysvillewa.gov
Officer Dave Vasconi, Marysville PD 425-754-8843

Cooperative Service Agreement No.: 19-73-53-6173-RA

WBS Code: AP.RA.RX53.73.0178

FMMI Shorthand Code: 9XWSWR5353REIMBURRX53730178

Location: City of Marysville

Date: October 1, 2018 through September 30, 2019

In accordance with the Cooperative Service Agreement between the City of Marysville and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities, and budget of the wildlife control activities for the period of October 1, 2018 through September 30, 2019.

Program Objective/Goals

APHIS-WS objective is to provide assistance to the City of Marysville, when they experience wildlife conflicts caused by aquatic mammals, coyotes and other nuisance wildlife. This assistance may be in the form of educational information or direct control. If direct control is necessary, the most effective and safe control tools and techniques will be utilized.

Plan of Action

1. The objectives of this plan will be accomplished in the following manner:
2. APHIS-WS will assign a Wildlife Specialist on an intermittent basis up to 320 hours and will also provide the vehicle, field supplies, and equipment for the project.
3. APHIS-WS will conduct aquatic mammal control in areas of flooding, and monitor their activity in areas where populations are reduced to prevent re-infestation.
4. APHIS-WS will conduct control of coyotes when coyotes are causing a human health and safety issue.

5. Damage control will be accomplished by the following methods:
 - a. Technical assistance to improve and expand non-lethal methods (i.e. exclusion, eliminate feeding, etc.)
 - b. Trapping
 - c. Shooting
6. Brook Zscheile, the APHIS-WS District Supervisor (360) 337-2778 in Poulsbo will supervise this project. This project will be monitored by Mike Linnell, the State Director in Olympia, (360) 753-9884.
7. APHIS-WS will cooperate with the Washington Department of Fish and Wildlife, the U.S. Fish and Wildlife Service, county and local city governments, and other entities to ensure compliance with Federal, State, and local laws and regulations.
8. City of Marysville will be billed quarterly by APHIS-WS only for expenses shown in the Financial Plan and will not exceed the Agreement Total. Personnel Compensation is defined as salary for all hours worked, benefits, differentials, hazardous duty allowances, annual leave, sick leave and awards. The financial point of contact for this Work Plan/Financial Plan is Roberta Bushman, Administrative Officer, (360) 753-9884.

FINANCIAL PLAN
 For the disbursement of funds from
 City of Marysville
 to
 USDA APHIS Wildlife Services
 for
 Aquatic Mammal Management
 From 10/01/2018 to 09/30/2019

Cost Element			Full Cost
Personnel Compensation	\$		10,580.00
Vehicles	\$		1,300.00
Supplies and Materials	\$		1000.00
Subtotal (Direct Charges)	\$		12,880.00
Pooled Job Costs	11.00%	\$	1,417.00
Indirect Costs	16.15%	\$	2,080.00
Agreement Total	\$		16,377.00

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$16,377.00.

Mailing Address:
CITY OF MARYSVILLE
1049 STATE AVE.
MARYSVILLE, WA 98270

Billing Address:
Same

Mayor

Date

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

State Director, WA/AK

Date

Director, Western Region

Date

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0579-0335. The time required to complete this information collection is estimated to average .059 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

207
OMB Approved
0579-0335

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

WORK INITIATION DOCUMENT FOR WILDLIFE DAMAGE MANAGEMENT

1. _____
Work Initiation
Document Number

2. 8 / 7 / 2018
MM DD YYYY

SECTION 1

3. TYPE OF WORK INITIATION DOCUMENT (mark all that apply):

Private Property Temporary Non-Private Property Assign to These Special Groups

Adjacent Landowner Addendum to a Work Initiation Doc. Amendment to Existing Work Initiation Doc.

a. _____
b. _____
c. _____
d. _____

SECTION 2

4. Cooperator's Name City of Marysville

5. Cooperator's Address 1049 State Ave Marysville
Street City

Where will work be performed?
(give address or directions, if different from above) City owned/managed property throughout the City of Marysville.

6. Business/Farm/Ranch/or Common Name City of Marysville 7. WA 98270
State ZIP Code

8. Owner's or Representative's Name Matthew Eyer 9. 360 - 363 - 8112
(if different from Cooperator's) Cooperator Telephone Number

10. Owner's or Representative's Address _____
(if different from Cooperator's) Street City State ZIP Code

SECTION 3

11. WS Employee and Work Location Information: <u>B Zscheile, J McQuinn</u> WS Employee Name <u>Snohomish</u> County <u>WA</u> State	12. Land Class Information: Land Class Acres 1. <u>City Land</u> <u>50+</u> 2. _____ 3. _____ 4. _____ Total Acres _____	13. Adjoining Property Work Information Document Number(s): 1. _____ 2. _____ 3. _____ 4. _____	14. Species Information: 1. <u>Beaver</u> 2. <u>Muskrat</u> 3. <u>Coyote</u> 4. <u>Raccoon</u>
			<input type="checkbox"/> 15. If box is checked, attachment lists additional species.

SECTION 4

16. In consideration of the benefits to be derived from the proper management of damage caused by those species listed in Section 3 Item 14. (and Item 15., if applicable), I, the undersigned cooperator or cooperator's representative, do hereby give my consent and concurrence to the Animal and Plant Health Inspection Service (APHIS) (to include its officials, employees, and agents) to use, upon lands owned, leased, or otherwise controlled by me, and identified by this Work Initiation Document, the following methods and devices:

COMPONENTS: 1. Firearms 2. Traps, Body Grip 3. Traps, Foothold (Padded)

4. Traps, Cage 5. Traps, Suitcase 6. _____

If box is marked, an attachment lists additional methods or devices.

SECTION 5

17. I, the cooperator or cooperator's representative, have been informed of the methods and the manner in which the control materials and devices listed in Section 4 will be used, and of the possible hazards associated with their use. I understand that APHIS, (to include its officers, employees and agents) will: exercise reasonable precautions to safeguard all persons to prevent injury to animal life other than those listed in Section 3, Item 14. (and Item 15., if applicable); guard against the mishandling of control devices and materials; and exercise due caution and proper judgment in all wildlife damage management operations. I understand that APHIS, WS, will maintain restricted use pesticide application records on applications made under the Work Initiation Document, and that APHIS, WS, will provide copies of the records or record information promptly upon the property owner's or cooperator's request. I understand that APHIS may collect Global Positioning System (GPS) coordinates at the project site as part of component or activity tracking or as wildlife disease monitoring or research data.

SECTION 6

18. In consideration of these understandings and of the benefits to be derived, I, the cooperator or cooperator's representative, agree to: take reasonable precautions to prevent injury to livestock and other domestic animals; assume responsibility for injury to my property under my control, when said injury is not the result of negligence on the part of APHIS; assist in maintaining such warning signs as APHIS may place for the purpose of notifying persons entering onto such lands of the possible hazards associated with wildlife damage management measures in use thereon; and to give adequate warning of these possible hazards to persons I authorize to enter onto such lands. Further, in recognition of the benefits to be derived from the use of specified methods and devices authorized by this Work Initiation Document, I, the cooperator or cooperator's representative, agree not to concurrently use or allow to be used upon lands covered by this Work Initiation Document, any toxic material that might reasonably be expected to take a species listed above in Section 3, Item 14. (and Item 15., if applicable) unless such use of said toxicant is agreed to by APHIS in writing.

SPECIAL CONSIDERATIONS:

SIGNATURE AND TITLE (Landowner, Lessee, or Administrator)	TELEPHONE NUMBER	ADDRESS	DATE
SIGNATURE AND TITLE (APHIS Representative) BROOK ZSCHEILE Digitally signed by BROOK ZSCHEILE DN: c=US, o=U.S. Government, ou=Department of Agriculture, cn=BROOK ZSCHEILE, 0.9.2342.19200300.100.1.1=12001000169961 Date: 2018.08.07 16:49:09 -07'00'	360-337-2778	10265 Central Valley Rd NW Poulsbo, WA 98370	8/7/2018

Index #21

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 9/10/18

AGENDA ITEM:	
Tourism Promotion Area- Amendment No. 1 to the Interlocal Agreement Authorizing Establishment of the Snohomish County Tourism Promotion Area	
PREPARED BY:	DIRECTOR APPROVAL:
Gloria Hirashima, Chief Administrative Officer	
DEPARTMENT:	
Executive	
ATTACHMENTS:	
<ol style="list-style-type: none"> 1. Proposed Amendment to Interlocal. 2. Draft Ordinance (for action by Snohomish County Council) 3. TPA Allocations from 2016, 2017 and 2018 	
BUDGET CODE:	AMOUNT:
	\$
SUMMARY:	

The City of Marysville is one of nine cities who have authorized an interlocal with Snohomish County to establish and operate a Tourism Promotion Area (“TPA”). Lodging businesses in Marysville currently charge \$1 room/day. The proposed interlocal and draft ordinance would authorize the Snohomish County Council to increase the charge to \$2 room/day. These funds are collected by Snohomish County for distribution under the direction of the TPA Board (comprised of lodging and community representatives) and approval of the Snohomish County Council. Examples of past allocations are attached.

The current TPA board has expressed support of this proposed lodging fee increase, with the funds being used to promote tourism within the region. The TPA board intends to utilize the new funding for acquisition and development of a regional sports complex, specifically for debt service payments to fund construction of the new facility.

RECOMMENDED ACTION: Staff recommends that Council approve Amendment No. 1 to the Interlocal Agreement and authorize the Mayor to sign the Agreement.

AMENDMENT NUMBER 1 TO THE INTERLOCAL
AGREEMENT AUTHORIZING ESTABLISHMENT OF THE SNOHOMISH
COUNTY TOURISM PROMOTION AREA

THIS AMENDMENT NUMBER 1 TO THE INTERLOCAL AGREEMENT AUTHORIZING ESTABLISHMENT OF THE SNOHOMISH COUNTY TOURISM PROMOTION AREA (“Amendment No 1) is entered into by and among SNOHOMISH COUNTY, a political subdivision of the State of Washington (“County”), and the CITY OF ARLINGTON, a municipal corporation of the State of Washington, CITY OF BOTHELL, a municipal corporation of the State of Washington, CITY OF EVERETT, a municipal corporation of the State of Washington, CITY OF EDMONDS, a municipal corporation of the State of Washington, CITY OF LYNNWOOD, a municipal corporation of the State of Washington, CITY OF MARYSVILLE, a municipal corporation of the State of Washington, CITY OF MONROE, a municipal corporation of the State of Washington, CITY OF MOUNTLAKE TERRACE, a municipal corporation of the State of Washington, and CITY OF MUKILTEO, a municipal corporation of the State of Washington (collectively “Cities”) pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, and the Tourism Promotion Areas Act, Chapter 35.101 RCW.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Section 4.4 of the Agreement is amended to read in its entirety as follows:

AMENDMENT 1 TO INTERLOCAL AGREEMENT AUTHORIZING
ESTABLISHMENT OF THE SNOHOMISH COUNTY
TOURISM PROMOTION AREA RATE INCREASE

It is understood and agreed that lodging businesses located within the Snohomish County Tourism Promotion Area will be subject to lodging charges for each zone as follows:

- Zone A: \$2.00 per room/day
- Zone B: \$0.00 per room/day
- Zone C: \$0.00 per room/day

2. Section 9.2 of the Agreement is amended to read in its entirety as follows:

The County Council must adopt a resolution of intention and hold a public hearing to consider modification of the Snohomish County TPA if a petition for modification containing the signatures of persons who operate lodging businesses that pay over 40 percent of the lodging charge imposed by SCC 4.118.020 is filed with the Clerk of the County Council.

3. Section 9.3 of the Agreement is amended to read in its entirety as follows:

If a petition for ~~((disestablishment))~~modification of the tourism promotion area containing the signatures of persons who operate lodging businesses that pay over 40 percent of the lodging charge imposed by SCC 4.118.020 is filed with the clerk of the council, the council must ~~((disestablish))~~modify the tourism promotion area unless at the public hearing described in the resolution of intention protest is made by persons who operate lodging businesses that pay over 50 percent of the lodging charge imposed by SCC 4.118.020. An ordinance adopted under this paragraph shall take effect within a reasonable time as determined by the council.

4. All other terms and conditions of the Agreement shall remain in full force and effect except as expressly modified by this Amendment No 1.
5. Counterparts. This Amendment No 1 may be executed in counterparts, each of which shall constitute an original and all of which shall constitute on and the same agreement.

IN WITNESS WHEREOF, Snohomish County and the Cities of Arlington, Bothell, Everett, Edmonds, Lynnwood, Marysville, Monroe, Mountlake Terrace, and Mukilteo have executed this Agreement by their duly authorized officers as of the date last below written.

SNOHOMISH COUNTY:

AMENDMENT 1 TO INTERLOCAL AGREEMENT AUTHORIZING
ESTABLISHMENT OF THE SNOHOMISH COUNTY
TOURISM PROMOTION AREA RATE INCREASE

Snohomish County Executive

DATE:

Approved as to form only:

Deputy Prosecuting Attorney

CITY OF ARLINGTON

Name/Title: _____
DATE: _____

Approved as to form only:

Arlington City Attorney

CITY OF BOTHELL

Name/Title: _____
DATE: _____

Approved as to form only:

Bothell City Attorney

CITY OF EVERETT

Name/Title: _____
DATE: _____

AMENDMENT 1 TO INTERLOCAL AGREEMENT AUTHORIZING
ESTABLISHMENT OF THE SNOHOMISH COUNTY
TOURISM PROMOTION AREA RATE INCREASE

Approved as to form only:

Everett City Attorney

CITY OF EDMONDS

Name/Title: _____
DATE: _____

Approved as to form only:

Edmonds City Attorney

CITY OF LYNNWOOD

Name/Title: _____
DATE: _____

Approved as to form only:

Lynnwood City Attorney

CITY OF MARYSVILLE

Name/Title: _____
DATE: _____

Approved as to form only:

AMENDMENT 1 TO INTERLOCAL AGREEMENT AUTHORIZING
ESTABLISHMENT OF THE SNOHOMISH COUNTY
TOURISM PROMOTION AREA RATE INCREASE

Marysville City Attorney

CITY OF MONROE

Name/Title: _____
DATE: _____

Approved as to form only:

Monroe City Attorney

CITY OF MOUNTLAKE TERRACE

Name/Title: _____
DATE: _____

Approved as to form only:

Mountlake Terrace City Attorney

CITY OF MUKILTEO

Name/Title: _____
DATE: _____

Approved as to form only:

Mukilteo City Attorney

AMENDMENT 1 TO INTERLOCAL AGREEMENT AUTHORIZING
ESTABLISHMENT OF THE SNOHOMISH COUNTY
TOURISM PROMOTION AREA RATE INCREASE

AMENDMENT 1 TO INTERLOCAL AGREEMENT AUTHORIZING
ESTABLISHMENT OF THE SNOHOMISH COUNTY
TOURISM PROMOTION AREA RATE INCREASE

SNOHOMISH COUNTY COUNCIL
SNOHOMISH COUNTY, WASHINGTON

ORDINANCE NO. 18- ____

RELATING TO THE SNOHOMISH COUNTY TOURISM PROMOTION AREA;
AMENDING SCC 4.118.020 , SCC 4.118.050 AND 4.118.110

NOW, THEREFORE, BE IT ORDAINED:

Section 1. Snohomish County Code Section 4.118.020, adopted by Ordinance No. 10-112 on December 15, 2010, is amended to read:

4.118.020 Imposition of lodging charge.

(1) There is hereby imposed pursuant to RCW 35.101.050 a lodging charge on the furnishing of lodging by lodging businesses located within the tourism promotion area established by SCC 4.118.010 in the amount of:

(a) (~~(\$1.00)~~)\$2.00 per night of stay at each lodging business in Zone A as defined in SCC 4.118.030;

(b) \$0.00 per night of stay at each lodging business in Zone B as defined in SCC 4.118.030;

(c) \$0.00 per night of stay at each lodging business in Zone C as defined in SCC 4.118.030.

(2) In chapter 35.101 RCW and this chapter, “lodging business” means a person that furnishes lodging taxable by the state under chapter 82.08 RCW that has 40 or more lodging units.

Section 2. Snohomish County Code Section 4.118.050, added by Ordinance No. 10-112 on December 15, 2010, is amended to read:

4.118.050 Uses of lodging charge revenue.

(1) Revenue from lodging charges collected under this chapter shall only be used for the following purposes:

(a) The general promotion of tourism within Snohomish county as specified in the annual tourism promotion area business plan adopted pursuant to SCC 4.118.090;

ORDINANCE NO. _____
RELATING TO THE SNOHOMISH COUNTY TOURISM PROMOTION AREA, ETC.

- 1 (b) The marketing of convention and trade shows that benefit local tourism and
 2 the lodging businesses in the county;
 3
 4 (c) The marketing of Snohomish County to the travel industry in order to benefit
 5 local tourism and the lodging businesses in the county;
 6
 7
 8 (d) The marketing of Snohomish County to recruit sporting events in order to
 9 benefit local tourism and the lodging businesses in the county; or
 10
 11 (e) Land acquisition and/or infrastructure improvements designed to increase
 12 tourism and convention business.
 13

14 (2) The uses described in this section are limited to tourism promotion as defined
 15 in RCW 35.101.010 and may include payment of administrative costs associated with
 16 operation of the tourism promotion area as determined by the county council.
 17

18 (3) Pursuant to RCW 35.101.130, the county council shall have sole discretion as
 19 to how the revenue derived from the lodging charge imposed by SCC 4.118.020 is to be
 20 used to promote tourism.
 21

22 Section 3. Snohomish County Code Section 4.118.110, added by Ordinance No. 10-
 23 112 on December 15, 2010, is amended to read:
 24

25 **4.118.110 Modification and disestablishment.**
 26

27 (1) The county council may modify (~~or disestablish~~) the tourism promotion area
 28 by ordinance after adoption of a resolution of intention and public hearing. The
 29 resolution of intention shall describe the proposed action and state the time and place of
 30 the public hearing, and may be adopted by motion.
 31

32 (2) The county council must adopt a resolution of intention and hold a public
 33 hearing to consider modification (~~or disestablishment~~) of the tourism promotion area if
 34 a petition for modification (~~or disestablishment~~) containing the signatures of persons
 35 who operate lodging businesses that pay over 40 percent of the lodging charge imposed
 36 by SCC 4.118.020 is filed with the clerk of the council.
 37

38 (3) If a petition for (~~disestablishment~~)modification of the tourism promotion
 39 area containing the signatures of persons who operate lodging businesses that pay over 40
 40 percent of the lodging charge imposed by SCC 4.118.020 is filed with the clerk of the
 41 council, the council must (~~disestablish~~)modify the tourism promotion area unless at the
 42 public hearing described in the resolution of intention protest is made by persons who
 43 operate lodging businesses that pay over 50 percent of the lodging charge imposed by
 44 SCC 4.118.020. An ordinance adopted under this paragraph shall take effect within a
 45 reasonable time as determined by the council.
 46

ORDINANCE NO. _____
 RELATING TO THE SNOHOMISH COUNTY TOURISM PROMOTION AREA, ETC.

1
2 PASSED this ____ day of _____, 2018.

3
4 SNOHOMISH COUNTY COUNCIL
5 Snohomish County, Washington

6
7 _____
8 Chairperson

9
10 _____
11 Asst. Clerk of the Council

- 12
13 () APPROVED
14 () EMERGENCY
15 () VETOED

16 DATE: _____
17

18
19 _____
20 Deputy Executive for County
21 Executive

22 ATTEST: _____
23

24 Approved as to form only:
25

26 _____
27 Deputy Prosecuting Attorney
28

ORDINANCE NO. _____
RELATING TO THE SNOHOMISH COUNTY TOURISM PROMOTION AREA, ETC.

TPA Final Fund Allocations 2016						
Projects with 2016 Business Plan						
Run date:	8/23/2018 20:33					
Run time:	8/23/2018 20:33					
Project Number	Project Sponsor	Project Title	Total Project	Sponsor Match	Sponsor Request	OED Rec.
TPA-16-01	Association of Chief Executives for Sport	ACES 2016 Winter Conference	89,906	17,881	72,025	63,100
TPA-16-02	Washington Recreation and Park Association	2016 WRPA Annual Conference and Trade Show	107,200	92,200	15,000	15,000
TPA-16-03	Arts Council of Snohomish County dba Schack Arts C	Chuck Close Exhibit and Public Events	225,000	175,000	75,000	50,000
TPA-16-04	Everett Community College	2016 Northwest Athletic Conference (NWAC) Basketball Championships	26,500	21,500	5,000	5,000
TPA-16-06	Salish Events, LLC	OrcaCon	30,000	25,000	5,000	5,000
TPA-16-07	Pacific Northwest Aerospace Alliance	PNAA 2016 Aerospace Conference	274,971	234,971	75,800	40,000
TPA-16-09	Washington State University	International Municipal Signal Association Northwest Conference	27,935	20,625	7,310	7,310
TPA-16-10	Champion Taekwondo Local Organizing Committee	Pan American Taekwondo Club Championships	253,500	183,500	80,000	70,000
TPA-16-11	Snohomish County Tourism Bureau	Snohomish County Tourism Bureau-2016 Sports Marketing Program	341,618	151,925	230,092	189,693
TPA-16-12	Katie MacAlister dba KatieCon	KatieCon 2016	24,850	23,650	1,200	1,200
TPA-16-13	Snohomish Running Company LLC	Snohomish Running Company	152,120	141,620	12,900	10,500
TPA-16-14	USA Taekwondo Washington	USAT Washington State Championships	19,800	11,550	8,250	8,250
TPA-16-15	Smith Brothers, LLC	Sweet Cheeks Feature Film	2,190,337	2,090,337	150,000	100,000
Total Requests with Business Plan			3,763,737	3,189,759	737,577	565,053
Proposed Projects for Approval						
TPA-16-16	Washington Rush	Washington Rush Cup Soccer Tournament Series	330,025	222,025	108,000	108,000
TPA-16-17	Washington Association for the Education of Young C	Washington Association for the Education of Young Children Conference	110,125	104,125	6,000	6,000
TPA-16-18	Go2 Z 3, llc	Z Nation	1,947,831	1,846,415	101,416	101,416
TPA-16-19	Alpha GRP, INC dba Global Rallycross	Red Bull Global Rallycross Seattle	80,000	60,000	20,000	20,000
TPA-16-20	City of Monroe	USA Triathlon Youth and Junior Elite Series	20,200	5,000	15,200	15,200
TPA-16-21	Washington State Coalition Against Domestic Violence	WSCADV 25th Annual Conference	171,888	162,538	19,350	9,350
TPA-16-22	United States Tennis Association / Pacific Northwest	USTA/PNW Mixed 40/55 & Over Sectional Championships	43,294	28,500	14,794	14,794
TPA-16-23	Chris Gets Out LLC	Untitled Lynn Shelton Film	650,000	0	75,000	30,000
The TPA grant cycle is ongoing, 12 times a year, subsequent proposed projects will be submitted for Council and Executive approval as needed.						304,760
						869,813

TPA Final Fund Allocations 2017						
Projects with 2017 Business Plan						
Run date: 8/23/2018 20:34						
Run time: 8/23/2018 20:34						
Project Number	Project Sponsor	Project Title	Total Project	Sponsor Match	Sponsor Request	OED Rec.
TPA-17-01	Everett Community College	2017 Northwest Athletic Conference (NWAC) Basketball Cha	26,500	21,500	5,000	5,000
TPA-17-02	Granite Curling Club	2017 USA Curling National Championships	141,500	61,500	80,000	80,000
TPA-17-03	Northwest Aerials-	USA Gymnastics Level 9 Western Championships	403,565	83,565	20,000	20,000
TPA-17-04	Wa Mens's Gymnastics	USA Gymnastics Men's Collegiate National Championship 2017	83,875	71,875	12,000	10,000
TPA-17-05	Pacific NW Aerospace Alliance	2017 Aerospace Conference	297,860	265,310	32,550	32,550
TPA-17-06	Revitalize WA Conference 2017	Revitalize WA Conference 2017	19,947	6,352	13,595	13,595
TPA-17-07	Mill Creek Business Association	Mill Creek Festival 2017	80,000	7,500	10,000	0
TPA-17-08	Spartan US Championship Race, Kids Races	Spartan US Championship Race, Kids Races, Beast and Super	878,031	788,031	125,000	125,000
TPA-17-09	Snohomish County Tourism Bureau	2017 SCTB Sports Marketing & Development Plan	353,218	157,608	195,610	189,693
TPA-17-10	City of Lynnwood	Meadowdale Playfields Renovation	5,350,000	5,050,000	300,000	100,000
TPA-17-11	Puget Sound Anglers Sno-King Chapter	The Monroe Sportsman Show	47,000	18,000	18,000	9,500
TPA-17-12	High Roads Promotions/Evergreen Speedway	Evergreen Speedway Repaving	300,000	150,000	150,000	50,000
Total Requests with Business Plan			7,681,496	6,681,241	961,755	601,743
Subsequent Projects Approved						
TPA-17-13	Metropolitan Gymnastics	USA Gymnastics Men's Regional Championships	83,875	71,875	12,000	12,000
TPA-17-14	Snohomish County Tourism Bureau	2018 USA Badminton Adult Nationals	22,875	20,375	2,500	2,500
TPA-17-15	Schack Art Center	Glass Studio Expansion	130,000	90,000	45,000	20,000
TPA-17-16	The Historic Everett Theatre Preservation Soc	Operation Finally Home presents The American Stories Tour	25,000	10,000	10,000	2,500
						638,743

TPA Final Fund Allocations 2018						
Projects with 2018 Business Plan						
Run date:	8/23/2018 20:34					
Run time:	8/23/2018 20:34					
Project Number	Project Sponsor	Project Title	Total Project	Sponsor Match	Sponsor Request	OED Rec.
TPA-18-01	Everett Community College	2018 Northwest Athletic Conference (NWAC) Basketball Championships	26,500	21,500	5,000	5,000
TPA-18-02	SCTB & Sno Cty Parks, Rec, & Tourism Dep	2018 WA State Trail Coalition Conference	65,500	42,600	22,900	22,900
TPA-18-03	Xfinity Arena	2018 STIHL Timbersports US National Championships	85,239	70,239	15,000	15,000
TPA-18-04	Snohomish County Tourism Bureau	2018 USA Badminton Junior Nationals	67,500	52,500	15,000	15,000
TPA-18-05	Lynnwood Convention Center	Hotel Shuttle Services (Year 1 of a 3 year project)	54,000	0	54,000	18,000
TPA-18-06	Spartan Race, Inc.	2018 Spartan US Championship Race, Super, Sprint and Kids Race	662,082	546,083	125,000	125,000
TPA-18-07	Snohomish County Tourism Bureau - Sports	2018 Sports Sales, Marketing & Development Program - full funding	364,369	27,905	336,464	336,464
TPA-18-08	SnoKing Puget Sound Anglers	2018 Monroe Sportsman Show	64,650	8,000	17,000	8,500
TPA-18-09	Pacific Northwest Aerospace Alliance	PNAA's 17th Annual Aerospace Conference	290,000	41,000	35,000	5,000
TPA-18-10	Snohomish County Tourism Bureau	2018 US Boomerang National Championships	3,400	1,900	1,500	1,500
Total Requests with Business Plan			1,683,240	811,727	626,864	499,464
Subsequent Projects Approved						
TPA-18-11	World Wakeboard Association	Nautique WWA Wakeboard National Championships	307,970	277,970	30,000	20,000
TPA-18-12	Snohomish Running Company	2018 USATF Masters Marathon National Championships	40,152	30,842	9,310	9,310
TPA-18-13	Professional Aerial League, Inc.	Pro Aerial League Team Drone Racing at Angels of the Winds Arena	30,500	25,500	5,000	5,000
TPA-18-14	A Huge Production	Sk8 Lake Tye Long Board Event	8,267	5,267	3,000	1,500
TPA-18-15	Stanwood Camano Arts Festival	Summer Arts Jam Festival	17,200	1,000	8,600	8,600
TPA-18-16	Everett Music Initiative	Wild Coyote Americana and Country Music Festival	120,000	80,000	40,000	25,000
TPA-18-17	Legacy Global Sports-Football/Basketball LL	Pro Football Hall of Fame Regional Championships (1 of 3 years)	114,400	78,900	35,500	35,500
TPA-18-18	USA Powerlifting Team Phoinix	2018 Holiday Classic competition at Everett CC	19,100	12,100	7,000	7,000
TPA-18-19	Snohomish County Tourism Bureau	Market Analysis & Feasibility Study 2018	95,000	10,000	85,000	85,000
Proposed Projects for Approval						
						687,064
Comments						
The TPA grant cycle is ongoing, 12 times a year, subsequent proposed projects will be submitted for Council and Executive approval as needed.						

Index #22

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

CITY COUNCIL MEETING DATE: September 10, 2018

AGENDA ITEM:	
Wastewater Treatment Plant Filter Feed Pump Replacement and Upsizing	
PREPARED BY:	DIRECTOR APPROVAL:
Karen Latimer, Utility Manager	
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
1) Sole source justification	
BUDGET CODE:	AMOUNT:
40230594.563000	\$312,462.40
SUMMARY:	

The wastewater treatment plant filter feed pumps, installed in 1992, have reached the end of their useful life and need to be replaced. These pumps provide wastewater flow to the DynaSand® Filter effluent filters, which City Council authorized rehabilitation and expansion of in July 2018. The capacity of the filter feed pumps will be upsized to match the increased capacity of the DynaSand® filters. A budget request to replace and upsize the filter feed pumps in the amount of \$400,000 was approved by City Council as part of the 2017-2018 budget adoption process.

A price quotation was received in 2017 from Granich Engineered Products, Inc., the sole source supplier of the filter feed pumps, in the amount of \$311,075.20 including 8.80% sales tax. The sales tax rate needs to be adjusted to reflect the current rate of 9.1%, and sales tax must be collected on freight in addition to the filter feed pumps. After adjusting the sales tax rate the total cost is \$312,462.40.

<p>RECOMMENDED ACTION: Staff recommends that City Council authorize the Mayor to approve the purchase of filter feed pumps from Granich Engineered Products, Inc. in the amount of \$312,462.40 including freight and Washington State sales tax.</p>
--



Granich Engineered Products, Inc
 1313 S 96th Street
 Seattle, WA 98108
 Phone: 866-859-2940
 Fax: 206-315-2939
 Website: www.granich.com

Quote

To:	City of Marysville WWTP Attn: Jeff Cobb	E-mail:	jcobb@marysvillewa.gov
		Phone:	360-363-8126
From:	Ken Hogan	Date:	08/24/2016
Re:	Fairbanks Morse VTSH pumps	Pages:	

We are pleased to offer the following for your consideration.

(2)- Fairbanks Morse model 14" VTSH vertical turbine solids handling pumps, standard fitted construction, 14 x 10" flanged column, 10" flanged discharge head, enclosed lineshaft, water flush lubrication, Chesterton 442 mechanical seal, metastream spacer coupling, seal water system components, factory non witnessed performance test, hydro test, coal tar epoxy coating, 20 HP, 705 rpm, TEFC, VSS, NRR, inverter duty, premium efficiency, 460 volt, 3-phase motor. We will build this to match the existing soleplate and discharge head so it will fit the existing footprint and piping. This pump will increase the flow from the original of 2200 GPM to 3000 GPM at 12' head.

Price: \$136,100.00 Net Each

(2)- New style seal water systems for existing 16" VTSH pumps

Price: \$4100.00 Net Each

Total price for above	\$280,400.00
Freight to job...	\$6000.00
Sales Tax at 8.80%	<u>\$24,675.20</u>
Lump sum total:	\$311,075.20

Regards,

GRANICH ENGINEERED PRODUCTS, INC

Ken Hogan

Ken Hogan
 Granich Engineered Products, Inc
 E-mail: kenh@granich.com
 Ph: 206-315-2940
 FX: 206-315-2939
 Website: www.granich.com



SOLE SOURCE JUSTIFICATION

Name of Department Head: Kevin Nielsen Department: Public Works

Sole Source for the Purchase Of: WWTP Filter Feed Pumps

Supplier: Granich Engineered Products, Inc. Cost Estimate: \$312,748.80

Sole source purchases are defined as being clearly and legitimately limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological grounds such as operational compatibility with existing equipment and related parts, upon a clearly unique and cost effective feature requirement, or the basis of extraordinary market conditions. The use of sole source purchases shall be limited only to those specific instances which present the opportunity for extraordinary cost savings or are wholly justified to satisfy compatibility or technical performance needs.

STATEMENT OF NEED:

My department's recommendation for sole source purchase is based upon an objective review of the product/service required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favors, or compromising action have taken place. My personal familiarity with particular brands, type of equipment, materials, or firms has not been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

1. Please describe the item and its function:

2. This is a sole source* because:
 - sole provider of a licensed or patented good or service
 - sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
 - sole provider of goods and services for which the City has established a standard**
 - sole provider of factory-authorized warranty service
 - sole provider of goods and services that will meet the specialized needs of the City or perform the intended function (please detail below or in an attachment)
 - sole provider possesses an item which represents a special bargain (surplus item, auction item, used item, "opened box," or similar special bargains) (please provide supporting material such as price comparison)
 - sole provider can satisfy unique delivery schedule which did not result from City inaction
 - sole provider is taking part in a trial or evaluation project


3. What necessary features does this vendor provide which are not available from other vendors? Please be specific.
Pumps manufactured by other companies is not operationally compatible with existing Fairbanks Morse equipment and related parts.

4. What steps were taken to verify that these features are not available elsewhere?
 - Other brands/manufacturers were examined (please list phone numbers and names, and explain why these were not suitable)
We are only replacing the pumps and motors and utilizing the existing controls and VFD drives. Pumps manufactured by other companies are not compatible with the existing equipment.
 - Other vendors were contracted (please list phone numbers and names, and explain why these were not suitable).

*Sole Source: only one vendor possesses the unique and singularly available capability to meet the requirement of the solicitation.

**Procurements of items for which the City has established a standard by designating a brand or manufacturing or by pre-approving via a testing shall be competitively bid if there is more than one vendor of the item.

Requestor

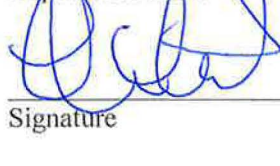


Signature

8-23-18

Date

Department Head



Signature

8/23/18

Date

If Purchase is \$75,000 or more:

City Council

Approved Rejected

Resolution No. _____

Index #23

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 10, 2018

AGENDA ITEM: Agreement Terminating Interlocal Agreement with the City of Arlington for Surface Water Billing Services	
PREPARED BY: John Nield, Financial Operations Manager	DIRECTOR APPROVAL:
DEPARTMENT: Finance	
ATTACHMENTS: Termination Agreement	
BUDGET CODE:	AMOUNT:

SUMMARY:

In August of 2006, the Cities of Marysville and Arlington entered into an agreement entitled “Interlocal Agreement between the City of Marysville and the City of Arlington Regarding Surface Water Billing Services”. Under this agreement, Marysville billed for surface water utility services for the City of Arlington on certain properties located in Arlington but who were also served by other Marysville utilities. Arlington has requested to terminate this agreement and bill surface water fees directly to these customers.

Under the proposed Termination Agreement Arlington will assume responsibility for surface water billing for all Arlington customer accounts on or after October 1, 2018. The City of Marysville will be responsible for the billing and collection of these accounts prior to October 1, 2018.

<p>RECOMMENDED ACTION: Staff recommends that City Council adopt the Agreement Terminating Interlocal Agreement between the City of Marysville and the City of Arlington for Surface Water Billing Services.</p>
--

AFTER RECORDING, PLEASE RETURN TO :

CITY OF ARLINGTON
238 N. Olympic Avenue
Arlington, WA 98223

AGREEMENT TERMINATING INTERLOCAL AGREEMENT

This Agreement is made and entered into between the City of Arlington, Washington, hereinafter called "Arlington", and the City of Marysville, Washington, hereinafter called "Marysville".

WHEREAS, the Cities of Arlington and Marysville previously entered into an agreement entitled "Interlocal Agreement Between the City of Marysville and the City of Arlington Regarding Surface Water Billing Services", which agreement was dated August 17, 2006, recorded on August 24, 2006 under Snohomish County Auditor's File number 200608240336 (hereafter "the Surface Water Billing Interlocal Agreement" or "the Agreement"); and

WHEREAS, under the terms of said Agreement, Marysville has billed and continues to bill certain customers for Arlington surface water utility services provided to properties located within the city limits of Arlington which were served by other Marysville utilities; and

WHEREAS, the agreement provided for its termination upon the agreement of both parties; and

WHEREAS, the parties are in agreement that it is in the best interests of the citizens of both Arlington and Marysville to terminate said Agreement;

NOW THEREFORE, the parties do hereby agree as follows:

1. That certain agreement entitled "Interlocal Agreement Between the City of Marysville and the City of Arlington Regarding Surface Water Billing Services", which agreement was dated August 17, 2006, recorded on August 24, 2006 under Snohomish County Auditor's File number

TERMINATION OF INTERLOCAL
AGREEMENT

1

200608240336, shall be and hereby is terminated and of no further force and effect, subject to the provisions set forth herein.

2. Arlington shall assume responsibility for surface water billing for all Arlington customer accounts served by Marysville, for all stormwater utility service provided on or after October 1, 2018, and Marysville shall have no responsibility for billing or collection of said accounts.
3. Marysville shall, however, continue to bill those Arlington customers for surface water utility service occurring in August and September, 2018. Marysville shall also be responsible for the collection of the sums billed for surface water utility service provided through September 30, 2018. The terms and conditions of said billing shall continue to be authorized, and governed by, the terms of the Agreement.
4. All billing and collection services provided by Marysville shall continue to be governed by the provisions of the Surface Water Billing Interlocal Agreement, notwithstanding the termination of the agreement herein.
5. Marysville shall refund to Arlington the sum of \$3,531.99 on or before October 31, 2018, reflecting a refund of 25% (three months) of the 2018 billing service fees which have been prepaid by Arlington for 2018.
6. The parties authorize their respective finance directors to more fully develop any procedures or agreements which might be necessary to fully implement this agreement.

CITY OF ARLINGTON

By: _____ DATE: _____
Barbara Tolbert, Mayor

ATTEST:

_____ DATE: _____
Kristin Banfield, City Clerk

APPROVED AS TO FORM:

_____ DATE: _____
Steven J. Peiffle, City Attorney

STATE OF WASHINGTON)

ss:

COUNTY OF SNOHOMISH)

This record was acknowledged before me on _____ by Barbara Tolbert and Kristin Banfield as Mayor and City Clerk of the City of Arlington, Washington.

Notary Public for the State of Washington
My Commission Expires: _____

CITY OF MARYSVILLE

By: _____ DATE: _____
Jon Nehring, Mayor

ATTEST:

_____ DATE: _____
Jan Berg, City Clerk

APPROVED AS TO FORM:

_____ DATE: _____
Jon Walker, City Attorney

STATE OF WASHINGTON)

ss:

COUNTY OF SNOHOMISH)


This record was acknowledged before me on _____ by Jon Nehring and Jan Berg as Mayor and City Clerk of the City of Marysville, Washington.

Notary Public for the State of Washington
My Commission Expires: _____

Index #14

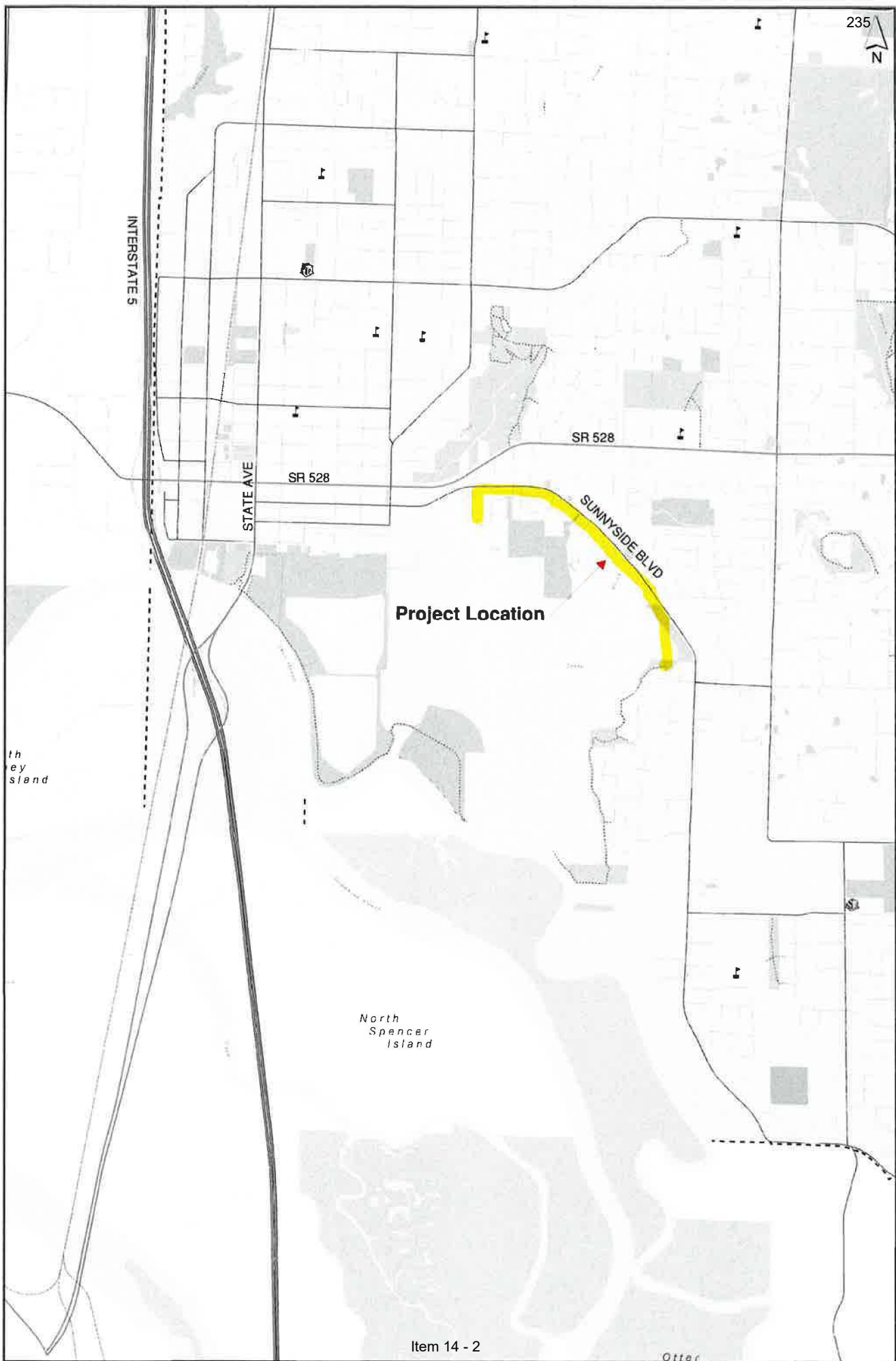
CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 10, 2018

AGENDA ITEM:	
Contract Award – Ebey Waterfront Trail Phase III	
PREPARED BY:	DIRECTOR APPROVAL:
Kyle Woods, Project Engineer	
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
Vicinity Map, Bid Tab	
BUDGET CODE:	AMOUNT:
31000076.563000.P1702	\$1,090,092.15
SUMMARY:	
<p>The work of this contract involves the construction of an asphalt multi-use pathway, including concrete curb, gutter, and sidewalk, along with associated storm facilities, asphalt paving, street signage, and channelization.</p> <p>This project is funded in part by the Department of Commerce.</p> <p>The project was advertised for an August 21, 2018 bid opening. The City received 11 bids. The low bidder was Taylors Excavators Inc at \$990,092.15. The engineer's estimate is \$1,280,095.98. References have been checked and found to be satisfactory.</p>	
Total Bid:	\$990,092.15
<u>Management Reserve:</u>	<u>\$100,000.00</u>
Total Construction:	\$1,090,092.15
Department of Commerce (Capital Funds)	\$970,000.00
Total Cost to City	\$120,092.15

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the Ebey Waterfront Trail Phase III project with Taylor Excavators Inc in the amount of \$990,092.15, and approve a management reserve of \$100,000.00 for a total allocation of \$1,090,092.15.



INTERSTATE 5

STATE AVE

SR 528

SR 528

SUNNYSIDE BLVD

Project Location

the
y
island

North
Spencer
Island



Ebey Waterfront Trail Phase III
31000076.563000.P1702
Bid Tab, Page 1

7/24/2018

Table with columns: SPEC, ITEM, DESCRIPTION, QUANTITY, UNITS, and multiple columns for contractor estimates (Engineer's Estimate, Taylor Excavators Inc, Seton Construction Inc, SRV Construction Inc, Strider, North Hill Resources, Faber Construction Inc). Includes sub-section 'SCHEDULE A' and a summary table at the bottom.



22-Aug-18



Ebey Waterfront Trail Phase III
31000076.563000.P1702
Bid Tab, Page 2

7/24/2018

SCHEDULE A																
SPEC	ITEM	DESCRIPTION	QUANTITY	UNITS	Engineer's Estimate		Matia Contractors Inc		Trimaxx Construction Inc		Aero Construction		A1 Landscaping		ERRG	
					UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE		UNIT PRICE
1	1-04.4	Minor Change	\$1.00	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
2	1-05.5	Roadway Surveying	\$1.00	LS	\$10,000.00	\$10,000.00	\$20,775.00	\$20,775.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$23,500.00	\$23,500.00	\$31,600.00	\$31,600.00
3	1-05.18	Record Drawings(Minimum Bid \$2500)	\$1.00	LS	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$6,500.00	\$6,500.00
4	1-07.15	SPPC Plan	\$1.00	LS	\$1,500.00	\$1,500.00	\$920.00	\$920.00	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00	\$3,800.00	\$3,800.00	\$3,400.00	\$3,400.00
5	1-09.7	Mobilization (8%)	\$1.00	LS	\$95,995.48	\$95,995.48	\$61,337.00	\$61,337.00	\$110,000.00	\$110,000.00	\$110,000.00	\$110,000.00	\$137,800.00	\$137,800.00	\$182,800.00	\$182,800.00
6	1-10.5	Project Temporary Traffic Control	\$1.00	LS	\$85,000.00	\$85,000.00	\$31,150.00	\$31,150.00	\$84,000.00	\$84,000.00	\$75,000.00	\$75,000.00	\$103,970.00	\$103,970.00	\$28,500.00	\$28,500.00
7	2-01.5	Cleaning and Grubbing	\$1.00	LS	\$60,000.00	\$60,000.00	\$95,560.00	\$95,560.00	\$18,000.00	\$18,000.00	\$120,000.00	\$120,000.00	\$18,700.00	\$18,700.00	\$86,700.00	\$86,700.00
8	2-02.5	Sawcut	\$3,600.00	LF	\$3.00	\$10,800.00	\$3.50	\$12,600.00	\$2.00	\$7,200.00	\$5.00	\$18,000.00	\$7.00	\$25,200.00	\$3.25	\$11,700.00
9	2-02.5	Removal of Curb and Gutter	\$975.00	LF	\$15.00	\$14,625.00	\$7.15	\$6,971.25	\$5.00	\$4,875.00	\$10.00	\$9,750.00	\$17.00	\$11,700.00	\$23.79	\$23,195.25
10	2-02.5	Removal of Sidewalk	\$575.00	SY	\$15.00	\$8,625.00	\$8.55	\$4,916.25	\$12.00	\$6,900.00	\$8.00	\$4,600.00	\$15.00	\$8,625.00	\$22.34	\$12,845.50
11	2-02.5	Removal of Asphalt	\$2,350.00	SY	\$15.00	\$35,250.00	\$14.90	\$35,015.00	\$10.00	\$23,500.00	\$8.00	\$18,800.00	\$11.00	\$25,850.00	\$12.21	\$28,693.50
12	2-02.5	Removal of Structures and Obstructions	\$1.00	LS	\$30,000.00	\$30,000.00	\$103,771.70	\$103,771.70	\$8,000.00	\$8,000.00	\$50,000.00	\$50,000.00	\$38,870.00	\$38,870.00	\$53,600.00	\$53,600.00
13	2-03.5	Gravel Borrow incl. Haul	\$7,500.00	TON	\$22.00	\$165,000.00	\$21.95	\$164,625.00	\$27.00	\$202,500.00	\$25.00	\$187,500.00	\$26.00	\$195,000.00	\$26.45	\$198,375.00
14	2-03.5	Unsuitable Foundation Excavation incl. Haul	\$50.00	CY	\$55.00	\$2,750.00	\$47.90	\$2,395.00	\$50.00	\$2,500.00	\$75.00	\$3,750.00	\$44.00	\$2,200.00	\$251.92	\$12,596.00
15	2-03.5	Roadway Excavation incl. Haul	\$2,300.00	CY	\$30.00	\$69,000.00	\$23.15	\$53,245.00	\$30.00	\$69,000.00	\$35.00	\$80,500.00	\$28.00	\$64,400.00	\$33.68	\$77,464.00
16	2-09.5	Shoring	\$1.00	LS	\$3,000.00	\$3,000.00	\$254.00	\$254.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$11,500.00	\$11,500.00	\$14,700.00	\$14,700.00
17	4-04.5	Crushed Surfacing Base Course	\$2,000.00	TON	\$40.00	\$80,000.00	\$35.45	\$70,900.00	\$35.00	\$70,000.00	\$35.00	\$70,000.00	\$35.00	\$70,000.00	\$37.74	\$75,480.00
18	4-04.5	Crushed Surfacing Top Course	\$1,075.00	TON	\$40.00	\$43,000.00	\$39.35	\$42,301.25	\$35.00	\$37,625.00	\$36.00	\$38,700.00	\$32.00	\$34,400.00	\$36.50	\$38,237.50
19	5-04.5	HMA CL 1/2" PG 64-22	\$1,550.00	TON	\$115.00	\$178,250.00	\$118.50	\$183,675.00	\$115.00	\$178,250.00	\$125.00	\$193,750.00	\$125.00	\$193,750.00	\$153.21	\$237,475.50
20	7-04.5	Schedule A Storm Sewer Pipe 12 In. Diam.	\$80.00	LF	\$50.00	\$4,000.00	\$35.00	\$2,800.00	\$50.00	\$4,000.00	\$75.00	\$6,000.00	\$70.00	\$5,600.00	\$153.15	\$12,252.00
21	7-05.5	Catch Basin Type 1 w/ solid locking lid	\$1.00	EA	\$1,500.00	\$1,500.00	\$2,710.00	\$2,710.00	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00	\$2,800.00	\$2,800.00	\$6,159.69	\$6,159.69
22	7-05.5	Solid Locking Catch Basin Frame and Lid	\$3.00	EA	\$500.00	\$1,500.00	\$1,160.00	\$3,480.00	\$600.00	\$1,800.00	\$300.00	\$900.00	\$450.00	\$1,350.00	\$2,150.97	\$6,452.91
23	7-05.5	ADA/Pedestrian Catch Basin Frame and Lid	\$1.00	EA	\$500.00	\$500.00	\$1,590.00	\$1,590.00	\$1,000.00	\$1,000.00	\$350.00	\$350.00	\$2,900.00	\$2,900.00	\$3,152.75	\$3,152.75
24	7-05.5	Connection to Drainage Structure	\$2.00	EA	\$800.00	\$1,600.00	\$1,500.00	\$3,000.00	\$500.00	\$1,000.00	\$2,500.00	\$5,000.00	\$1,500.00	\$3,000.00	\$1,917.99	\$3,835.98
25	7-05.5	Solid Locking Sewer Frame and Lid	\$13.00	EA	\$500.00	\$6,500.00	\$470.00	\$6,110.00	\$500.00	\$6,500.00	\$400.00	\$5,200.00	\$2,800.00	\$36,400.00	\$1,251.95	\$16,275.35
26	7-05.5	Adjust Manhole Lid	\$13.00	EA	\$500.00	\$6,500.00	\$885.00	\$11,505.00	\$500.00	\$6,500.00	\$650.00	\$8,450.00	\$1,500.00	\$19,500.00	\$1,339.14	\$17,408.82
27	7-05.5	Adjust Catch Basin Lid	\$5.00	EA	\$500.00	\$2,500.00	\$1,135.00	\$5,675.00	\$500.00	\$2,500.00	\$600.00	\$3,000.00	\$1,100.00	\$5,500.00	\$1,039.63	\$5,168.15
28	7-15.5	Relocate Water Meter	\$8.00	EA	\$1,250.00	\$10,000.00	\$775.00	\$6,200.00	\$1,000.00	\$8,000.00	\$1,500.00	\$12,000.00	\$2,100.00	\$16,800.00	\$1,673.61	\$13,388.88
29	8-01.5	Erosion/Water Pollution Control	\$1.00	LS	\$10,000.00	\$10,000.00	\$38,800.00	\$38,800.00	\$20,000.00	\$20,000.00	\$55,000.00	\$55,000.00	\$32,500.00	\$32,500.00	\$20,100.00	\$20,100.00
30	8-01.5	Biodegradable Erosion Control Blanket	\$16,000.00	SF	\$1.00	\$16,000.00	\$0.40	\$6,400.00	\$1.00	\$16,000.00	\$0.50	\$8,000.00	\$7.00	\$112,000.00	\$1.58	\$25,280.00
31	8-01.5	Hydroseed	\$1,500.00	SY	\$20.00	\$30,000.00	\$1.05	\$1,575.00	\$2.00	\$3,000.00	\$1.50	\$2,250.00	\$10.00	\$15,000.00	\$4.52	\$6,780.00
32	8-02.5	Topsoil Type A	\$500.00	CY	\$50.00	\$25,000.00	\$32.40	\$16,200.00	\$55.00	\$27,500.00	\$40.00	\$20,000.00	\$65.00	\$32,500.00	\$69.37	\$34,685.00
33	8-02.5	Bark or Wood Chip Mulch	\$100.00	CY	\$65.00	\$6,500.00	\$32.85	\$3,285.00	\$73.00	\$7,300.00	\$38.00	\$3,800.00	\$70.00	\$7,000.00	\$137.46	\$13,746.00
34	8-02.5	Property Restoration	\$1.00	FA	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
35	8-02.5	Plant Selection Cornus Sanguinea 'Midwinter fire'	\$40.00	EA	\$35.00	\$1,400.00	\$18.60	\$744.00	\$40.00	\$1,600.00	\$42.00	\$1,680.00	\$35.00	\$1,400.00	\$117.56	\$4,702.40
36	8-02.5	Plant Selection Cornus Sericea 'Flaviramea'	\$41.00	EA	\$35.00	\$1,435.00	\$18.60	\$762.60	\$40.00	\$1,600.00	\$42.00	\$1,722.00	\$35.00	\$1,435.00	\$115.83	\$4,749.03
37	8-02.5	Plant Selection Compact Heavenly Bamboo, Nandina Domestica 'Moon Bay'	\$56.00	EA	\$30.00	\$1,650.00	\$18.60	\$1,023.00	\$40.00	\$2,200.00	\$40.00	\$2,200.00	\$35.00	\$1,925.00	\$98.22	\$5,402.10
38	8-02.5	Plant Selection Emerald Green Arborvitae, Thuja occidentalis 'Smaragd' 6' Min. Height	\$80.00	EA	\$75.00	\$4,500.00	\$140.00	\$8,400.00	\$75.00	\$4,500.00	\$80.00	\$4,800.00	\$90.00	\$5,400.00	\$99.92	\$5,635.20
39	8-04.5	Cement Conc. Pedestrian Curb	\$185.00	LF	\$25.00	\$4,625.00	\$26.70	\$4,939.50	\$40.00	\$7,400.00	\$28.00	\$5,180.00	\$45.00	\$8,325.00	\$86.65	\$16,030.25
40	8-04.5	Cement Conc. Traffic Curb and Gutter	\$765.00	LF	\$20.00	\$15,300.00	\$32.44	\$24,816.60	\$25.00	\$19,125.00	\$28.00	\$21,420.00	\$45.00	\$34,425.00	\$80.47	\$81,559.55
41	8-04.5	Extruded Curb	\$2,250.00	LF	\$10.00	\$22,500.00	\$17.15	\$38,587.50	\$18.00	\$40,500.00	\$14.00	\$31,500.00	\$18.00	\$40,500.00	\$21.09	\$47,452.50
42	8-12.5	Fence-Cedar 6'	\$400.00	LF	\$50.00	\$20,000.00	\$32.95	\$13,020.00	\$50.00	\$20,000.00	\$35.00	\$14,000.00	\$32.00	\$12,800.00	\$77.33	\$28,932.00
43	8-12.5	Fence-Black Vinyl 4'	\$810.00	LF	\$50.00	\$40,500.00	\$21.70	\$17,577.00	\$31.00	\$25,110.00	\$24.00	\$19,440.00	\$22.00	\$17,820.00	\$26.69	\$21,618.90
44	8-12.5	Fence-Black Vinyl 6'	\$130.00	LF	\$50.00	\$6,500.00	\$26.10	\$3,393.00	\$36.00	\$4,680.00	\$28.00	\$3,640.00	\$26.00	\$3,380.00	\$32.24	\$4,191.20
45	8-12.5	Gate for Chain Link Fence	\$1.00	EA	\$500.00	\$500.00	\$275.00	\$275.00	\$400.00	\$400.00	\$300.00	\$300.00	\$250.00	\$250.00	\$301.49	\$301.49
46	8-12.5	Wire Fence Type 2 w/ Wood Posts and Braces	\$1,400.00	LF	\$40.00	\$56,000.00	\$16.30	\$22,820.00	\$16.00	\$25,600.00	\$10.00	\$14,000.00	\$18.00	\$25,200.00	\$20.01	\$28,014.00
47	8-14.5	Cement Concrete Sidewalk	\$645.00	SY	\$40.00	\$25,800.00	\$41.20	\$26,574.00	\$50.00	\$32,750.00	\$46.00	\$29,670.00	\$75.00	\$48,375.00	\$83.37	\$53,741.40
48	8-14.5	Quarry Spalls	\$4.00	EA	\$3,500.00	\$14,000.00	\$3,730.00	\$14,920.00	\$8,500.00	\$34,000.00	\$4,000.00	\$16,000.00	\$3,200.00	\$12,800.00	\$6,743.08	\$26,972.32
49	8-15.5	Mailbox Support, Type 1	\$17.00	TON	\$150.00	\$2,550.00	\$115.00	\$1,955.00	\$60.00	\$1,020.00	\$50.00	\$850.00	\$120.00	\$2,040.00	\$181.87	\$3,091.79
50	8-18.5	Mailbox Support, Type 2	\$1.00	EA	\$500.00	\$500.00	\$510.00	\$510.00	\$700.00	\$700.00	\$500.00	\$500.00	\$1,200.00	\$1,200.00	\$2,990.79	\$2,990.79
51	8-18.5	Permanent Signing	\$4.00	EA	\$750.00	\$3,000.00	\$950.00	\$3,800.00	\$6,500.00	\$26,000.00	\$1,000.00	\$4,000.00	\$1,500.00	\$6,000.00	\$1,456.92	\$5,827.68
52	8-21.5	Permanent Signing	\$1.00	LS	\$2,000.00	\$2,000.00	\$1,820.00	\$1,820.00	\$4,500.00	\$4,500.00	\$1,000.00	\$1,000.00	\$6,500.00	\$6,500.00	\$5,674.00	\$5,674.00
53	8-22.5	Painted Line	\$5,833.00	LF	\$1.00	\$5,833.00	\$0.54	\$3,149.82	\$0.60	\$3,499.80	\$0.50	\$2,916.50	\$1.00	\$5,833.00	\$0.67	\$3,908.11
54	8-22.5	Painted Wide Line	\$2,255.00	LF	\$1.50	\$3,382.50	\$0.54	\$1,217.70	\$0.60	\$1,353.00	\$0.50	\$1,275.00	\$1.00	\$2,255.00	\$0.68	\$1,533.40
55	8-22.5	Plastic Stop Line	\$33.00	LF	\$5.00	\$165.00	\$13.75	\$453.75	\$14.00	\$462.00	\$13.00	\$429.00	\$35.00	\$1,155.00	\$17.71	\$584.43
56	8-22.5	Plastic Crosswalk Line	\$260.00	SF	\$6.00	\$1,560.00	\$10.25	\$2,665.00	\$10.50	\$2,730.00	\$10.00	\$2,600.00	\$11.00	\$2,860.00	\$12.79	\$3,325.40
57	8-22.5	Remove Pavement Markings	\$1.00	LS	\$4,000.00	\$4,000.00	\$2,550.00	\$2,550.00	\$2,600.00	\$2,600.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$3,200.00	\$3,200.00
Base Bid						\$1,280,095.98		\$1,223,164.42		\$1,244,619.80		\$1,321,575.00		\$1,534,993.00		\$1,673,985.72
Sales Tax @ 0% (Per Rule 171)						\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Total						\$1,280,095.98		\$1,223,164.42		\$1,244,619.80		\$1,321,5				

Update

Index # 24

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 10, 2018

AGENDA ITEM: CDBG – Program Year 2017 Consolidated Annual Performance and Evaluation Report (CAPER)	AGENDA SECTION: Public Hearing	
PREPARED BY: Amy Hess, Associate Planner	APPROVED BY:	
ATTACHMENT: 1. Accomplishment Summary 2. Program Year 2017 Draft CAPER		
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

DESCRIPTION:

As a recipient of CDBG Program funding, the City of Marysville is required to submit to the U.S. Department of Housing and Urban Development (HUD) a Consolidated Annual Performance and Evaluation Report (CAPER) for Program Year (PY) 2017, or the third year of the City’s Five Year Consolidated Plan for 2015-2019. The City of Marysville Community Development Department is responsible for preparing and organizing the CAPER as the administrator of the CDBG Program.

The CAPER provides HUD and the residents of the City an opportunity to evaluate the overall progress of the CDBG Program in carrying out priorities and specific objectives identified in the Consolidated Plan and PY2017 Annual Action Plan. It also describes actions, changes and accomplishments during PY2017 resulting from the CDBG Program funded through HUD.

On August 25, 2018 the Community Development Department provided notice that the City would be accepting written and oral comments from the public prior to and at a Public Hearing scheduled for September 10, 2018. Comments were required to be received on, or before, September 10, 2018. Any additional comments received at the hearing will be incorporated as appropriate.

RECOMMENDED ACTION:

Approve the Program Year 2017 Consolidated Annual Performance and Evaluation Report and direct Staff to provide a summary of, and response to any comments received during the public hearing into the Report, and forward to the U.S. Department of Housing and Urban Development.

COUNCIL ACTION:

Community Development Block Grant Program Year 2017 Accomplishment Summary

As a recipient of CDBG Program funding, the City of Marysville is required to submit to the U.S. Department of Housing and Urban Development (HUD) a Consolidated Annual Performance and Evaluation Report (CAPER). A total of \$334,150.00 was allocated to the City for Program Year 2017 (PY2017) which began July 1, 2017 and ended June 30, 2018. These funds were awarded to subrecipients to carry out Public Service and Capital Facilities Projects.

Of the Public Services projects funded, all exceeded their goals. Of the Capital Facilities projects, one was completed (Quinn Avenue Sidewalk Improvement), and one is in the permitting stages (Homeless Housing Allocation, Cocoon House Colby Ave. Youth Center). The Cocoon House project is a multi-year, multi-agency project. City funds are being utilized for the planning and development stages, while other jurisdictions, including the City of Everett and Snohomish County have awarded funds for acquisition and construction, which began in April of 2018 and is anticipated to be completed in March of 2019.

In the Non-Homeless Special needs category, the subrecipients met and exceeded the expected outcomes. Feedback from the community on the services provided has been very positive. These services allow low income seniors and disabled adults to remain in their homes and retain their independence, provide in home meals to those with food insecurity, and provide meals both during and after school to low income children throughout the schools which serve the City. The subrecipients track the number of individuals served to determine the accomplishments of the programs as well as surveying those served to determine the level of satisfaction and success of the programs.

Housing Hope, which provides housing and supportive services for homeless and at risk of homelessness families, exceeded its goals for the fourth year in a row by serving families in the Beachwood Apartments. This subrecipient aides in preventing homelessness by providing low-income housing along with supportive services to ensure residents can obtain steady employment and stable finances, allowing them to obtain more permanent housing. Families and individuals are tracked by the subrecipient to determine whether outcomes and goals of the program are being met.

Overall, the goals and objectives outlined in the 2015-2019 Consolidated as well as the Program Year 2017 Annual Action Plan are being met or exceeded. The activities and operations of these organizations have been vital to the city fulfilling its goals and objectives in assistance to Homeless Needs and Community Development Needs.



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Program Year 2017 Consolidated Annual Performance Evaluation Report (CAPER)

Release Date: August 25, 2018
Comments Due: September 10, 2018 4:00 PM
Public Hearing: September 10, 2018
City Council Approval: September 10, 2018

Community Development Department ♦ 80 Columbia Avenue ♦ Marysville, WA 98270
<http://marysvillewa.gov> ♦ (360) 363-8100 ♦ Office Hours: Mon – Fri 7:30 AM – 4:00 PM

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

Of the Public Services projects funded, all exceeded their goals. Of the Capital Facilities projects, one was completed (Quinn Avenue Sidewalk Improvement), and one is in the permitting stages (Homeless Housing Allocation, Cocoon House Colby Ave. Youth Center). The Cocoon House project is a multi-year, multi-agency project. City funds are being utilized for the planning and development stages, while other jurisdictions, including the City of Everett and Snohomish County have awarded funds for acquisition and construction, which began in April of 2018 and is anticipated to be completed in March of 2019.

To date, \$332,606.79 of Program Year 2017 funds have been expended by the City of Marysville CDBG Program. The activities and operations of these organizations have been vital to the city fulfilling its goals and objectives in assistance to Homeless Needs and Community Development Needs.

In the Non-Homeless Special needs category, the subrecipients nearly met and exceeded the expected outcomes. Feedback from the community on the services provided has been very positive. These services allow low income seniors and disabled adults to remain in their homes and retain their independence, provide in home meals to those with food insecurity, and provides meals both during and after school to low income and homeless children throughout the schools which serve the City. The subrecipients track the number of individuals served to determine the accomplishments of the programs as well as surveying those served to determine the level of satisfaction and success of the programs.

Housing Hope, which provides housing and supportive services for homeless and at risk of homelessness families, exceeded its goals for the fourth consecutive year. This subrecipient aids in preventing homelessness by providing low-income housing along with supportive services to ensure residents can obtain steady employment and stable finances, allowing them to obtain more permanent housing. Families and individuals are tracked by the subrecipient to determine whether outcomes and goals of the program are being met.

Overall, the goals and objectives outlined in the 2015-2019 Consolidated as well as the Program Year 2017 Annual Action Plan are being met or exceeded.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Community Development	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1	1	100.00%			
Community Development	Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	41	57	139.02%			
Community Development	Non-Housing Community Development	CDBG: \$	Other	Other	0	0		1	0	0.00%
Homelessness	Homeless	CDBG: \$	Homelessness Prevention	Persons Assisted	70	80	114.29%	70	80	114.29%

Housing	Affordable Housing Public Housing Non-Homeless Special Needs	CDBG: \$	Rental units rehabilitated	Household Housing Unit	0	0				
Housing	Affordable Housing Public Housing Non-Homeless Special Needs	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	75	72	96.00%	75	72	96.00%
Non-homeless Special Needs	Non-Homeless Special Needs	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	45	1056	2,346.67%	546	456	83.52%
Non-homeless Special Needs	Non-Homeless Special Needs	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	0	0		0	0	
Planning and Administration	Planning and Administration	CDBG: \$	Other	Other	1	1	100.00%	1	1	100.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

In pursuing the strategies and objectives outlined in the Consolidated Plan, the City anticipates increasing the affordability and condition of decent rental and owned housing units for Marysville’s low- and moderate-income residents, as well as the availability and accessibility of decent housing for people who are homeless or have special needs. The availability, accessibility, and sustainability of a suitable living environment for low- and moderate-income residents should increase due to infrastructure and public facilities improvements and support for

public services, support for employment-related public services, and economic development should enhance the availability and accessibility of economic opportunities for those in need.

The City of Marysville allotted \$81,000 of its annual CDBG allocation for the rehabilitation of approximately 75 residential units. The activity was three individuals short of its expected number of individuals served. This activity supports the Affordable Housing strategy identified in the PY2017 Annual Action Plan (AAP).

In support of the Homeless Needs strategy identified in the 2017 AAP, \$15,000 was awarded to assist homeless and at risk of homelessness individuals and families with affordable housing and supportive services, which enable them to obtain and maintain stable housing and employment. In all, 28 families were assisted by these funds, exceeding the goal of 20.

A capital project ,which will provide residents of a low-income area with improved infrastructure received funding in PY2017, supporting the non-housing Community Development Need identified in the 2017 AAP. The project was completed and has improved resident safety and improved connectivity.

Thirty five thousand dollars of the PY2017 allocation was awarded in support of the Non-Homeless Special Needs strategy to agencies that serve low-income seniors and persons with disabilities as well as youth. These funds allowed approximately 40 low-income senior and disabled households to receive services, which allowed them to retain their current housing, and reduce the feeling of isolation and assist in providing in-home meals. A program provided by the local food bank now has “food pantries” in all of the middle and high schools that serve Marysville.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	517
Black or African American	21
Asian	42
American Indian or American Native	57
Native Hawaiian or Other Pacific Islander	2
Total	639
Hispanic	64
Not Hispanic	575

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The City has worked to provide funding to agencies that serve racially and ethnically diverse individuals and families. Families served were all low-income or at risk of homelessness and of racially and ethnically diverse populations.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	CDBG	334,122	456,818
HOME	HOME		
HOPWA	HOPWA		
ESG	ESG		
Other	Other		

Table 3 - Resources Made Available

Narrative

The City received a total of \$334,122.00.00 in CDBG funds for PY2017. \$332,606.79 was expended for PY2017 projects and activities as of the date of this report. An additional \$124,211.27 was disbursed for prior year reallocated funds and completion of multi-year capital projects during PY2017, totaling \$456,818.06 in CDBG funds being disbursed during PY2017.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
City of Marysville	89	55	
Downtown Marysville	11	45	

Table 4 – Identify the geographic distribution and location of investments

Narrative

The Public Service projects funded by CDBG funds (Catholic Community Services, and Senior Services of Snohomish County Minor Home Repair and Meals on Wheels) serve individuals and families City-wide. Some of the residents served may be in the Downtown area, though it is not a requirement to be eligible for the service. Much of the downtown area falls within low-moderate income census tracts.

The Beachwood apartments are located within the Downtown area. Housing Hope, which operates the facility, was awarded and expended \$15,000.00 at this location. The Quinn Avenue Sidewalk Improvement project is located within the Downtown Area.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City has actively sought funding sources in addition to CDBG to leverage its resources. Grant funds from Marysville Sunrise Rotary, United Way, HUD- CoC, Older Americans Act, Nutrition Services Incentive Program, and others were used for multiple projects throughout the City. By securing CDBG funds, subrecipients were able to leverage additional funds from the above referenced resources.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	70	89
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	70	89

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	75	72
Number of households supported through Acquisition of Existing Units	0	0
Total	75	72

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The difference in goals and outcomes is that more individuals were provided affordable housing, a total of 28 families (89 individuals), and three less existing units were able to be rehabbed than anticipated, rehabbing 72 units rather than 75.

Discuss how these outcomes will impact future annual action plans.

Based on the outcomes, the City will likely continue to work with these agencies as the goals and outcomes are being met or exceeded, and there is clearly a need in the community. The goals seem attainable based on the funding available, and the City will likely continue with similar goals assuming similar funding levels. The limited amount of funds the City receives may limit the number of agencies that apply for City CDBG funds, so we generally see applicants from the same agencies. These agencies serve a great need within the City, and their ability to not only meet but exceed their goals lends itself to continued likely funding in the future.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	57	0
Low-income	32	0
Moderate-income	0	0
Total	89	0

Table 7 – Number of Households Served

Narrative Information

The Public Services activities funded by CDBG funds have a requirement that recipients of services qualify as extremely low, low, or moderate-income.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Marysville Police Department (MPD) visits homeless camps annually with social workers to assess needs and offer services and resources. A North County unit of the Office of Neighborhoods was launched in March of 2018 in collaboration with Snohomish County and the City of Arlington. The unit teams up with Marysville Police Department and social workers go out into the field to identify, locate, and connect with homeless and vulnerable populations. The Social workers help homeless individuals locate and navigate social and health services in an effort to foster long-term relationships and break the cycle of homelessness, mental health, and/or chemical dependency. Dozens of individuals have been placed in assessments for treatment, and many have gotten in to treatment.

The City works with the County, which has refined its outreach and encampment system aimed at engagement of persons living in encampments or other places not meant for human habitation, particularly those who are chronically homeless, with its partner agencies: the Compass Health PATH Program, Volunteers of America and Catholic Community Services. These agencies conduct coordinated entry intake and assessment for this population to ensure access to homeless housing and services. A single number to call (2-1-1) (available 24 hours a day) for reporting encampments/locations and services reporting and tracking in HMIS. All persons reported as living in encampments or places not meant for habitation are assessed with common tools and entered into the coordinated entry HMIS. Recent system enhancements also include the addition of two behavioral health navigators to increase outreach and engagement of homeless persons with current, problematic mental health and/or substance abuse barriers. 2-1-1 provides assistance and flexible funding to help first responders meet the needs of homeless persons in crisis situations. These additions result in increased expertise and system capacity to engage homeless persons as well as the availability of more services that are tailored to the unique needs of individual households.

The County continues to issue/distribute information to a large e-mail distribution list that includes agency staff serving the homeless and other vulnerable populations. This provides a useful vehicle for agency staff and outreach workers to stay informed of community resources or other opportunities that might assist in their work with connecting homeless persons with housing and services.

Standardized assessment of needs occurs through the outreach and engagement team referenced above as well as homeless housing navigators specializing in different areas. Youth outreach workers engage and assess homeless youth throughout the county. The Veterans Homeless Committee and Veteran's navigators provide assessment and outreach to homeless veterans. Domestic Violence Services of Snohomish County provides coordinated entry assessment and navigation to families

experiencing domestic violence. Mental health navigators and outreach and encampment team staff work to engage the chronically homeless with coordinated entry assessment and services. Assessment allows referral and connection to tailored services based upon need and leads to individualized action plans that include housing stability, services tailored and specific to the identified needs, and more specialized assessments (mental health, chemical dependency, etc.) as needed.

Addressing the emergency shelter and transitional housing needs of homeless persons

The Homeless Housing Allocation activity has awarded funds to Cocoon House in support of the Colby Avenue Youth Center project, a new construction, multi-service youth center and supportive housing project for homeless youth and young adults. Though the facility itself will be located in an adjacent City, it will serve individuals from Marysville. The facility will provide educational and employment services, hygiene services, health care and case management support. A total of 40 units of supportive housing will be provided for your ages 15-24. Anticipated completion is March of 2019.

Housing Hope received CDBG funds in PY2017 to provide not only low-income housing, but supportive services that include adult education, life skills training, such as money management, cooking, parenting and decision making, and case management that aid in transitioning to stable, permanent housing. These services resulted in 89 individuals (28 families) maintaining current housing or moving on to permanent stable housing, increasing their ability to obtain and maintain employment, and completing steps towards securing disability related income where appropriate.

There is not an emergency shelter located in Marysville City limits. The City coordinates with the County, which has developed a decentralized coordinated entry system for access to housing and services that has streamlined referrals to housing programs and ensures that those who are most vulnerable and have the highest service needs are prioritized and matched with appropriate interventions.

The City has collaborated with the Everett Gospel Mission and the local faith community to provide transitional housing for formerly homeless people who have completed rehabilitation programs and are ready to live independently, known as the Marysville Extended Shelter Homes (MESH). This is a transitional housing program which has been expanded over the last year.

The inventory of emergency shelter includes facilities for families, single men, and single women as well as emergency motel vouchers, cold weather shelters and emergency shelter and services for households experiencing domestic violence. To ensure equitable and efficient access to housing and services, shelter residents are entered into coordinated entry.

The County and Continuum of Care (CoC) continues to work with shelter providers to strategize about how to decrease shelter stays and increase exits to permanent housing as well as assessing and meeting

the various service needs of shelter residents. One key strategy has been to expand housing assistance in shelters. A second key strategy that has been prioritized and promoted by the CoC is a housing-first policy for all funded rental assistance projects. Providers are expected to house all eligible households as quickly as possible and without program prerequisites or service requirements.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Funds were granted to an organization, Housing Hope, which provides transitional housing in conjunction with comprehensive supportive services and permanent supportive housing to families and individuals who are homeless or at risk of becoming homeless. In PY2017, Housing Hope expected to serve 20 families, but exceeded that goal and served 28. All of the 28 homeless or at risk of homelessness families served maintained their current rental housing or moved to other permanent stable housing, exceeding the expected 16 of 20 families. Individuals also exceeded expectations in the areas of increasing their ability to obtain and maintain employment as well as securing additional disability related income.

Supportive services provided by Housing Hope provides clients with education, skill building, parenting classes, job training, and more which allows them to obtain and maintain employment, stabilize family units, as well as secure income.

Funds awarded to Catholic Community Services and Senior Services of Snohomish County provide services to low income seniors and disabled adults. Many of the repairs and chore services provided result in individuals being able to stay in their homes and retain their independence rather than becoming homeless or being forced into assisted living establishments. The Meals on Wheels program provided 19 unduplicated Marysville residents meals delivered to their homes, improving their health and independence, and exceeding the expected 16 residents. The entire program served a total of 175 residents 23,593 meals. More households than expected were served by both subrecipients.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City allocated \$15,000 of CDBG funds that provided supportive services that address the needs of the homeless population.

Specifically, funds were utilized by the organization for transitional housing with supportive services and permanent supportive housing to aid families in the transition to self-sufficiency. In PY2017, 100% of those served by these funds were able to maintain their housing or obtain other permanent stable housing. Eighty four percent of those served increased their ability to obtain and maintain employment. Seventy five percent of adults with a long-term disability served by these funds completed steps towards securing disability related income. All of the goals set by this agency were not only met, but surpassed.

Case Managers visit residents weekly at the facility Marysville CDBG funds aid in supporting, Beachwood Apartments. Case managers address daily problems, reinforce successes and offer guidance including basic education, access to child support, legal remedies, quality childcare, and preparation for employment. Residents can utilize rent subsidies they've earned during their successful stay in the Transitional Living Program when they move on to permanent housing. This program has been, and continues to be successful, continually exceeding its annual goals.

Using the CDBG funds available, the City will continue to work to reduce and work toward ending homelessness in Marysville by providing funds to nonprofit organizations such as Housing Hope that provide transitional housing with supportive services for families.

The Homeless Housing Allocation activity has awarded funds to Cocoon House in support of the Colby Avenue Youth Center project, a new construction, multi-service youth center and supportive housing project for homeless youth and young adults. Though the facility itself will be located in an adjacent City, it will serve individuals from Marysville. The facility will provide educational and employment services, hygiene services, health care and case management support. A total of 40 units of supportive housing will be provided for your ages 15-24. Construction of the project began in April of 2018 and is anticipated to be complete by March of 2019.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City works in conjunction with HASCO to achieve its public housing goals. HASCO owns 354 rental units in the City, 84 of which serve senior/disabled households. HASCO also owns a group home with eight beds of short-term transitional housing for homeless families with children in Marysville.

–

During the 2017 program year, the Housing Authority of Snohomish County (HASCO) continued to administer HUD Section 8 Voucher programs that provide rental assistance to very low-income and extremely low-income households in Snohomish County. HASCO completed disposition of its public housing units as described below and continued to manage other units of assisted affordable housing in Snohomish County.

In July 2011, HASCO submitted a Section 18 disposition application to HUD. HUD approval of the application would allow HASCO to provide tenant protection vouchers to all of HASCO's public housing residents, who could choose to stay in their current unit or move with their voucher and continue to pay an affordable rent. HASCO would operate the 30-unit development designated for people that are elderly and/ or have disabilities as rent-subsidized project-based voucher housing and would operate the remaining units as affordable housing with below-market rents. The additional rental revenue received at those properties under that operating model would allow HASCO to address the current and future capital needs of the properties, as well as increase the energy and water efficiency of the properties. In addition, HASCO plans to undertake property maintenance activities to provide safety, energy-efficiency, and accessibility.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

During the 2017 program year, HASCO undertook the following activities to encourage its program residents to become more involved in management and participate in homeownership programs:

- Continued to have a resident Commissioner on its six-member Board of Commissioners which provides an important voice on the Board and represents the interests of residents.
- Continued to print and distribute a holiday newsletter for Section 8 Housing Choice Voucher Program participants. The newsletter is designed to inform residents of activities at HASCO and to provide information on ways residents can become involved in HASCO activities, such as the resident Board Commissioner position and the Resident Advisory Board.
- The Section 8 newsletter will continue to be published quarterly. The focus of the articles will be on available resources in the community which could provide supplemental support to

families who qualify.

- As of April 19, 2017, HASCO has closed its homeownership program to new applicants. HASCO will continue to provide file maintenance to current program participants. All participants are still encouraged to reach out to HomeSight for assistance with credit building and financial literacy.
- Continued to provide homeownership opportunities at three manufactured housing communities in Snohomish County. Continued to partner with HomeSight to provide purchase assistance and homeownership education and counseling for purchasers of homes at these properties.
- Continued to provide the Manufactured Home Replacement Program at two senior (55+) manufactured housing communities. The program replaces outdated pre-HUD code homes with HUD-code, energy-efficient manufactured homes.
- Continued to have its Resident Resource Manager make referrals to classes on homeownership offered by HomeSight, Housing Hope, or other agencies.
- The Resident Resources department has increased to provide additional support to clients and members of the public by hosting Lobby Days twice a week in the main office. A staff member from the Resident Resource department is available to answer questions, make referrals, and share resources with individuals and families who qualify.

Actions taken to provide assistance to troubled PHAs

The only PHA active in Marysville is Housing Authority of Snohomish County (HASCO). HASCO has proven to be a vital asset not only to Marysville, but to the County as a whole in providing affordable housing and adapting to the changing needs of the populations it serves.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

During the 2017 program year, the City worked to reduce barriers to affordable housing by awarding CDBG funds to projects that help develop or maintain decent and safe affordable housing for low-to-moderate income persons in our community. The City offers Residential Density Incentives, which allow developers increased density in exchange for rental housing permanently priced to serve nonelderly low-income households or designed and permanently priced to serve low-income senior citizens. These incentives are currently being reviewed to determine if revisions are necessary to encourage developers to take advantage of them.

The City has seen interest in construction of Master Planned Senior Communities within the City, which require a minimum of 10% of the units to be permanently designated as affordable housing.

The Snohomish County Assessor's Office administers a number of programs that help reduce property taxes for property owners with limited income. This includes a property tax exemption program for senior citizens and disabled persons with limited incomes and tax deferral programs for senior citizens, disabled persons, and other homeowners with limited incomes. Property tax exemptions are also available through the Washington State Department of Revenue for some types of affordable housing projects.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The main obstacle to meeting underserved needs is the limited funding available to address all of the needs in the community. This has become an even greater obstacle in the past few years as the number of homeless and at risk of homelessness individuals and families has risen and availability of affordable housing has not increased proportionately.

A lack of overnight and emergency shelters has been identified as an ongoing problem. The City awarded funds to partially fund the construction of a 40 bed youth shelter in a neighboring jurisdiction, with easy access to public transit and other services.

The City participates in the County-wide partnership to end homelessness which helps research and identify trends and causes of homelessness and chronic homelessness.

The Housing Authority of Snohomish County administers new rental housing vouchers County-wide that were awarded and brought on-line in the past few years for veterans and for families with children in, or

at risk of being placed in foster care and for young adults exiting foster care.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City will continue to pursue the Lead-based Paint Strategy and Anti-poverty Strategy as described in the Strategic Plan to evaluate and reduce the number of housing units containing lead-based paint hazards and reduce the number of poverty level families. The City has worked with Subrecipients to ensure that clients are provided information regarding Lead-based Paint upon application for services.

The City requires subrecipients to notify clients of hazards of lead-based paint. These requirements are outlined in the Subrecipient Agreement. The subrecipient achieves this by giving each client a Lead Based Paint pamphlet and having them sign an acknowledgment of receipt. These documents are available for review upon HUD's request. This document is added to each client's permanent file. In addition, each client file folder has the below acknowledgment for staff:

Home built after 1978 - LBP Requirements are not required.

Home built before 1978 - Each work order will include the following statement:

"The repair work does not exceed exceeds the threshold necessary for additional LBP testing. (If the work exceeds the threshold, and CDBG funds will be utilized, the necessary requirements will be followed and documented.)"

Included in their Program Guidelines Manual are specifics of the hazards lead-based paint poses, how it can become airborne, HUD's regulations, and the subrecipient's specific practices for dealing with lead-based paint. The City has access to these client files upon monitoring visits. The City continues to ensure that this information is provided to clients by the subrecipient.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

Service projects funded provide case management, employment and training support, and other supportive services that assist low-income and homeless persons obtain the skills, income, and other resources necessary to move towards self-sufficiency. Twenty-eight families were served by CDBG funds during PY2017, all of whom were able to maintain their current housing or transition to permanent housing and increase their ability to obtain and maintain employment.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City works directly with implementing agencies identified in the 2015-2019 Consolidated Plan to help coordinate their efforts and attempt to identify and fill any gaps in the existing delivery system that may hamper optimal implementation of CDBG funded activities.

Based on research and observation, and also the input from implementing agencies, it has become apparent that the homelessness problem has continued to grow in Marysville. In addition to the absence of an emergency shelter, lack of transitional housing has also been identified as an area needing attention. The City has been working more closely with not only implementing agencies, but also agencies that do not receive CDBG funds to determine the best way to address the growing problem. By working with these agencies, the City has helped to develop new relationships and the ability to identify trends contributing to homelessness.

Steps to increase communication and notice related to the CDBG application process have continued to be implemented this year. A brochure which highlights the ways in which CDBG funds have been utilized to enhance the community as well as how other private industry, nonprofit organizations, community and faith-based organizations, philanthropic organizations, and public institutions can apply for CDBG funds is developed and distributed annually.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City strives to continue local coordination efforts that link housing and services providers. Coordination is achieved through participation in various community partnerships and collaborative efforts, such as the Housing Authority of Snohomish County, and the Snohomish County Continuum of Care. The City has a representative on the Partnership to End Homelessness committee, which is dedicated to increasing coordination between housing, health and Homeless liaison agencies. These partnerships and collaborations provide ongoing opportunities for public and private agencies to coordinate and align efforts around housing, homelessness, direct services, and enhancing systems coordination. The Systems Coordination Committee of the Partnership to End Homelessness Governance Board has worked to develop a services crosswalk from a life domains matrix that is used by housing agencies to assess their clients' level of self-sufficiency in multiple areas such as mental health, employment, healthcare, etc. This crosswalk will ensure that housing agencies are connecting their clients to the services that are appropriate to meet their needs.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The major impediments to fair housing opportunities identified in Snohomish County and the City of

Marysville included the lack of information and referrals of housing complaints to appropriate agencies; a likely pattern of discrimination against people with disabilities; limited transit options for low income, disabled, senior residents and refugees; and a likely pattern of mortgage lending discrimination against people of color. The City has been working with Community Transit on adding additional routes and stops in areas of need.

The City works to raise public awareness and understanding of fair housing choice by posting brochures and resources in public City spaces, displaying educational posters, and providing information on the City's website. Outreach and education materials are also available thru the Housing Authority of Snohomish County's (HASCO) webpage.

The City has taken steps to improve knowledge of and access to resources related to Fair Housing utilizing its website, public access cable channel, as well as in public buildings and at City Sponsored functions.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Organizations selected to provide services utilizing CDBG funds sign a subrecipient agreement which outlines roles and obligations of the City and subrecipient, and provides a framework for monitoring. Organizations awarded funds are required to provide quarterly reports as well as other reports throughout the year as determined by the specific type of project. All CDBG funded activities, which qualify under Low/Mod Limited Clientele (LMC) benefit, are required to collect data and report the number of clients served by income, race and ethnicity.

Quarterly reports are analyzed upon receipt to ensure that the subrecipients are progressing towards their goals and expected outcomes. During PY2017, all quarterly reports received demonstrated that subrecipients were progressing in a timely manner towards meeting their goals and expending funds. Marysville Food Bank Backpack Program expended all funds by the end of the second quarter. Remaining subrecipients were able to expend all funds by the end of the program year. The City provides technical assistance throughout the completion of the activity to ensure that program requirements are being met and funds are expended in a timely way.

Based upon review of the City's performance and accomplishments during the past year, the City is meeting the objectives outlined in the 2015-2019 Con. Plan. The City has taken an active role addressing the special needs populations within the community and actively pursued the resources identified in its 2015-2019 Con. Plan and 2017 AAP that it would use to carry out the programs and activities. Target populations were assisted in ways which allowed them to increase the safety and livability of their homes, increase food security, as well the availability of training and resources to enable them to obtain and maintain jobs and more permanent income and housing. Gaps in infrastructure in key areas were addressed.

The City funded agencies that assist low-moderate income populations and special needs populations. Based on reports obtained as a result of monitoring, we were able to see that many of the agencies funded continue to surpass their goals.

The minor home repair and chore services programs were both very successful in serving senior and special needs populations and enabling them to remain in their homes and feel less isolated and more independent. The Meals on Wheels program assisted low-income seniors and disabled adults in improving their health and maintaining their independence. The Quinn Avenue Sidewalk project, located in Downtown Marysville, improves accessibility to residents in a low-income area.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The Draft CAPER was released for public comment on August 25, 2018. The Draft and solicitation for comments was published in the Marysville Globe, and the City's website. Copies were made available on the City's Webpage as well as at City Buildings. A City "News Flash", which is posted on City Social Media Accounts as well as the Public Access Cable Television station, was released announcing the public comment period. The Draft report is sent to a comprehensive list the City maintains of agencies as well as members of the public that have expressed interest in the CDBG program. A public hearing was held on September 10, 2018 to solicit additional comments. No comments were received during the public comment period or at the public hearing.

The City continues to use its citizen participation process to solicit public comments on local priorities and objectives for CDBG funds and to receive feedback on progress made towards meeting the local strategies and objectives. The 9-member Citizen Advisory Committee (CAC) for Housing and Community Development enables the City to enhance the level of guidance from the community, coordination between public and nonprofit agencies, and support further development of the institutional structure. The CAC is an integral part of the review and decision-making process as related to awarding CDBG funds as well as communicating the program throughout the city.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City did not make any changes to the program objectives. The City feels that the strategies and objectives currently identified in the 2015-2019 Consolidated Plan are relevant and making an impact on the identified needs.

The large majority of subrecipients are able to expend funds in a timely manner and meet the expected goals and outcomes.

Based on past experiences, the City will look more closely at applications which will require multiple year funding for capital projects. Additionally, future applicants will continue to be vetted, in part, based on prior years performance. During the application process, agencies will be required to provide assurances of how the project timeline and expected milestones will be adhered to. Additionally, CAC and City Council will be made aware of past performance prior to agencies, which have had trouble expending funds and completing projects in a timely manner, are awarded funds in the future.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City did not make any changes to the program objectives. The City feels that the strategies and objectives currently identified in the 2015-2019 Consolidated Plan are relevant and making an impact on the identified needs.

The large majority of subrecipients are able to expend funds in a timely manner and meet the expected goals and outcomes.

Based on past experiences, the City will look more closely at applications which will require multiple year funding for capital projects. Additionally, future applicants will continue to be vetted, in part, based on prior years performance. During the application process, agencies will be required to provide assurances of how the project timeline and expected milestones will be adhered to. Additionally, CAC and City Council will be made aware of past performance prior to agencies, which have had trouble expending funds and completing projects in a timely manner, are awarded funds in the future.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.