



**Marysville City Council Work Session****May 6, 2019****7:00 p.m.****City Hall****New Business**

6. Consider the Ebey Waterfront Trail Phase III Project with Taylors Excavators, Inc., Starting the 45-day Lien Period for Project Closeout.
7. Consider the Local Agency Federal Aid Project Prospectus and Local Agency Funding Agreement with WSDOT thereby Securing Funding for the 2019 Citywide Highway Safety Improvement Project.
8. Consider the Professional Services Agreement for the Historic Green Retrofit Project with Gray and Osborne, Inc. in the Amount of \$244,615.00.
9. Consider the Professional Services Agreement for the Update to the Pavement Management System with Transportation Solutions, Inc. in the Amount of \$151,995.00.
10. Consider the Professional Services Agreement for the Development of the ADA Transition Plan with Transportation Solutions, Inc. in the Amount of \$119,000.00.
11. Consider Supplemental Agreement No. 3 with WSP USA, Inc., in the Amount of \$479,343.00 for Construction Support Services for the 1<sup>st</sup> Street Bypass Project.
12. Consider the Professional Services Agreement with Akana, Inc. for Construction Management Support Services on the WWTP Headworks Retrofit Project in the Amount of \$449,105.00 Including Washington State Sales Tax.
13. Consider an Interlocal Agreement with City of Lake Stevens for Outdoor Video Services.
14. Consider the 2019 Strawberry Festival Proposal and Master Agreement with Maryfest, Inc.
15. Consider a **Resolution** Amending Procurement Procedures.

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

***Work Sessions are for City Council study and orientation – Public Input will be received at the May 13, 2019 City Council meeting.***

May 6, 2019

**Marysville City Council Work Session**  
7:00 p.m.

City Hall

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.

B

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

**CITY COUNCIL MEETING DATE: May 13, 2019**

<b>AGENDA ITEM:</b>	
2018 Transportation Benefit District Annual Report	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Jeff Laycock, City Engineer	
<b>DEPARTMENT:</b>	
Engineering	
<b>ATTACHMENTS:</b>	
Annual Report	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
N/A	N/A
<b>SUMMARY:</b>	
Per RCW 36.73.160(2), the Marysville Transportation Benefit District is required to issue an annual report detailing the District's revenues, expenditures and status of all projects, including cost and construction schedules. The report is to be distributed to the public and newspaper of record. Attached is the 2018 annual report and presentation for review and approval.	

**RECOMMENDED ACTION:**

Staff recommends that Council approve the 2018 Transportation Benefit District annual report as attached.

# 2018 Transportation Benefit District Annual Report



The Transportation Benefit District (TBD) is pleased to present its 2018 Annual Report. This report is designed to provide information to the citizens of Marysville about how their TBD dollars were spent.

## Background

### *Why the TBD was Established?*

The TBD was formed by the Marysville City Council in 2013 to replace the transportation funding used to preserve, maintain and expand the City's transportation infrastructure.

### *What is a TBD?*

The TBD is a separate and independent taxing district authorized by state law and created for the sole purpose of repairing, building, improving, preserving and funding transportation improvements within the district. Due to changes in State Law, the City has assumed all rights, powers, immunities, functions and obligations of the TBD. (see Ordinance No. 3006)

### *What is the Funding Source?*

On April 2014, Marysville voters approved a 0.2% sales and use tax increase. The tax increase went into effect on October 1, 2014. The revenue from the sales tax is estimated to generate \$1.6 million per year over a 10-year period towards TBD-designated projects.

Additional Information is available on the City's Website at:  
<http://marysvillewa.gov/index.aspx?NID=585>



## TBD Oversight

The Marysville City Council oversees the Transportation Benefit District. TBD business will be conducted with regular City Council business at City Council meetings held on the second and fourth Monday's of the month. Meetings are held at the Marysville City Hall, Council Chambers, 1049 State Avenue.

### *City Council*

Jeffrey Vaughan  
Stephen C. Muller  
Kamille Norton, Council President  
Tom King  
Michael Stevens  
Rob Toyer  
Mark James

### *Mayor*

Jon Nehring

### *Questions or Comments:*

Please contact the City of Marysville Public Works Department at (360) 363-8100.

# 2018 Pavement Preservation

The 2018 Pavement Preservation Program resurfaced 1.8 miles of roadway centerline. This work included pavement repair, pavement overlay, and replacement of sidewalks ramps as required under ADA at locations per below.

**Total Project Cost: \$1,604,250**

- 136<sup>th</sup> St NE (Smokey Point Blvd to east of BNSF Spur Track)
- 84<sup>th</sup> St NE (67<sup>th</sup> Ave NE to 74<sup>th</sup> Dr NE) – included shoulder improvement
- 52<sup>nd</sup> St NE (Sunnyside Blvd to south of 75<sup>th</sup> Ave NE)
- Grove Street ADA Ramp Upgrades (47<sup>th</sup> Ave NE to 67<sup>th</sup> Ave NE)





# Sunnyside Overlay

The City received a federal grant from the Surface Transportation Program to resurface Sunnyside Blvd from 40<sup>th</sup> St NE to south of 29<sup>th</sup> Pl NE. The total project cost in 2018 was \$636,237, of which \$473,794 was grant funded. The remaining \$162,443 was funded by the TBD. Additional minor expenses will occur in 2019 as staff complete project closeout.



Before



After



# Quinn Ave Sidewalks

The City received a Community Development Block Grant to construct new sidewalks along Quinn Avenue from 2<sup>nd</sup> Street to 4<sup>th</sup> Street. In 2018, the total project cost was \$252,287, of which \$136,230 was grant funded and \$115,967 was TBD funded.



Before



After



# Other 2018 TBD Expenditures

The following TBD expenditures, on Council approved TBD projects, occurred in 2018 and are summarized below:

**Construction – these projects included some construction carryover from 2017 into 2018**

- **\$2,091 – 2017 Pavement Preservation Program**

**Design – these projects were designed or design was started in 2018**

- **\$17,687 – Alder Ave Sidewalk Improvements**
- **\$14,165 – Crosswalk Improvements**
- **\$189,447 – 83<sup>rd</sup> Ave NE and Soper Hill Rd Intersection Improvements**
- **\$45,531 – 2019 Pavement Preservation Program**

**Planning – these projects involved some planning level analysis in 2018**

- **\$4,647 – 80<sup>th</sup> St NE Non-Motorized Improvements**
- **\$2,065 – ADA Transition Plan and Pavement Management System Update**



# Summary

The 2018 TBD program completed the following projects:

1. 2018 Pavement Preservation
2. Sunnyside Overlay
3. Quinn Ave Sidewalks

## Beginning Balance 2018

\$1,078,334

## Total TBD Expenditures in 2018

\$2,166,642

## Total TBD Revenue in 2018

\$2,524,819\*

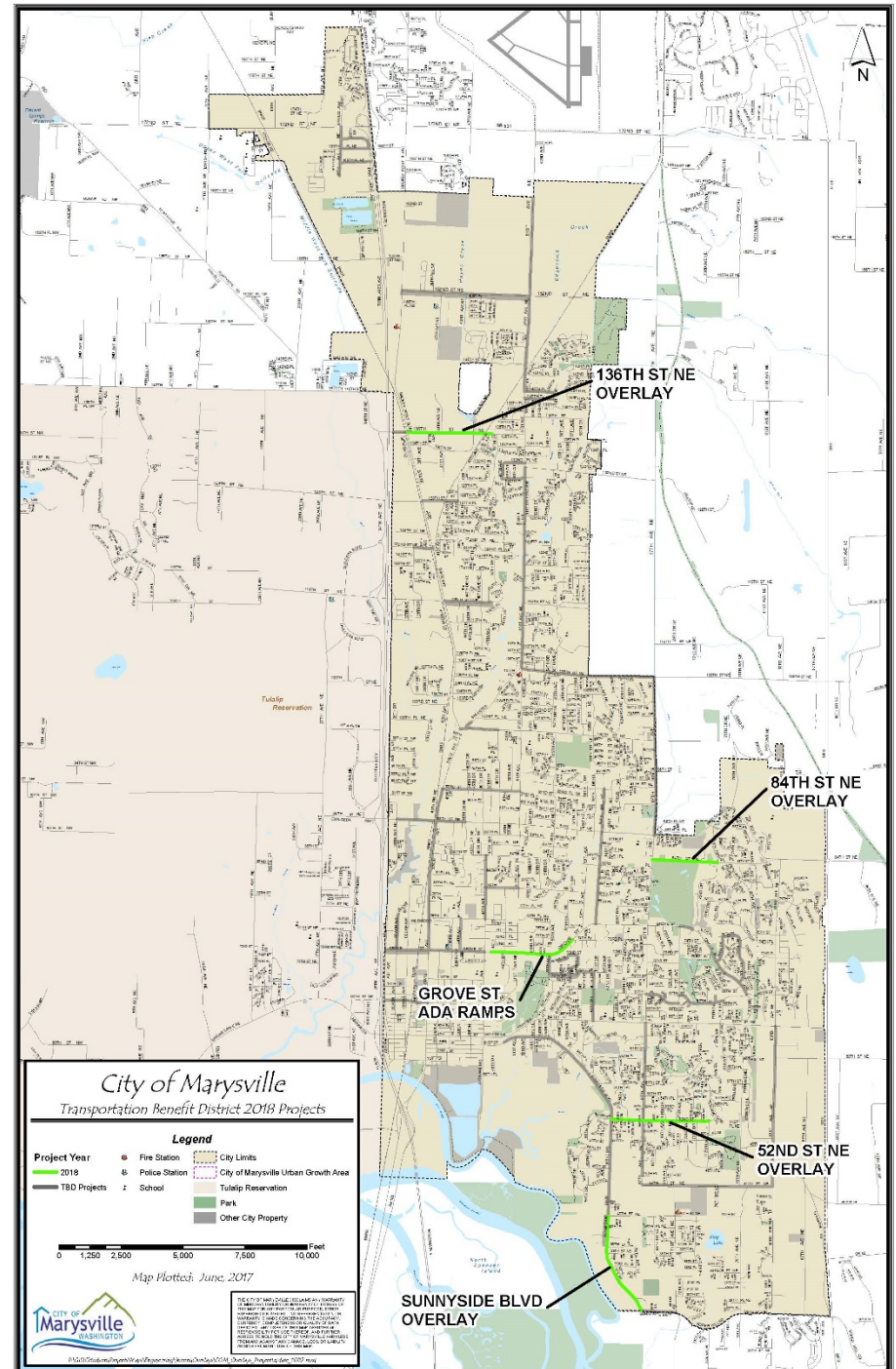
\*up \$924,819 from \$1,600,000 projected

## 2018 Grant Reimbursement

\$610,113.94

## TBD Balance Ending 2018

\$1,426,6398





## Marysville Transportation Benefit District

### Official Notice of 2018 Annual Report

**NOTICE IS HEREBY GIVEN** that the City Council is issuing the Marysville Transportation Benefit District 2018 Annual Report to the Marysville residents.

The Marysville Transportation Benefit District (MTBD) was created on January 13, 2014. The creation of the MTBD established the boundaries as the entire City of Marysville as it currently exists or any adjustment to the boundaries in the future. In April, 2014 the citizens of Marysville approved a ballot measure authorizing the MTBD to collect two tenths of one percent sales tax for a period of 10 years.

Revenues from this tax are to be dedicated for the purposes of ongoing transportation improvements that preserve, maintain and as appropriate, construct or reconstruct the transportation infrastructure of the City of Marysville.

The MTBD is governed by the City of Marysville Council. The MTBD began receiving sales tax receipts in December, 2014.

#### **2018 Report**

2018 Financial Summary of the MTBD activity (as of 12/31/2018):

Sales Tax & Investment Income	2,524,819
<b>TOTAL REVENUES</b>	<b>\$ 2,524,819</b>
2017 Overlay Total	2,091
2018 Overlay Total	1,604,250
2019 Overlay Total	45,531
80th St NE Non-Motorized Total	4,647
83rd Soper Hill Intersection Total	189,447
ADA Transition Plan & Pavement Total	2,065
Alder Ave Sidewalk Total	17,687
Crosswalk Improvement Total	14,165
Quinn Ave Sidewalk Total	115,967
Soper Hill & 71st Ave NE Total	8,347
Sunnyside Overlay Total	162,443
<b>TOTAL EXPENDITURES</b>	<b>\$ 2,166,642</b>

Please visit <http://www.marysvillewa.gov> for additional information.

CITY OF MARYSVILLE

Sandy Langdon, Finance Director

Dated December 31, 2018

# *Index #1*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 13, 2019**

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

Please see attached.

**RECOMMENDED ACTION:**

**The Finance and Executive Departments recommend City Council approve the April 24, 2019 claims in the amount of \$1,210,074.65 paid by EFT transactions and Check No.'s 132090 through 132243 with no Check No.'s voided.**

**COUNCIL ACTION:**

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-4**

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$1,210,074.65 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 132090 THROUGH 132243 WITH NO CHECK NO.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 **13<sup>th</sup> DAY OF MAY 2019.**

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER



**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 4/18/2019 TO 4/24/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
132090	REVENUE, DEPT OF	TAXES-MARCH 2019	CITY CLERK	0.08
	REVENUE, DEPT OF		COMMUNITY DEVELOPMENT-	8.24
	REVENUE, DEPT OF		RECREATION SERVICES	37.58
	REVENUE, DEPT OF		POLICE ADMINISTRATION	49.83
	REVENUE, DEPT OF		GOLF ADMINISTRATION	425.01
	REVENUE, DEPT OF		CITY STREETS	819.82
	REVENUE, DEPT OF		GENERAL FUND	1,922.75
	REVENUE, DEPT OF		STORM DRAINAGE	6,412.78
	REVENUE, DEPT OF		GOLF COURSE	8,078.89
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	22,115.80
	REVENUE, DEPT OF		UTIL ADMIN	75,325.64
132091	CHICAGO TITLE INSURA	ROW ACQUISITION-VACANT PARCELS	GMA - STREET	143,516.34
132092	LICENSING, DEPT OF	DEALERS LICENSE-DICKS SPORTING GOODS	GENERAL FUND	125.00
132093	LICENSING, DEPT OF	DEALERS LICENSE-MARLO SALES	GENERAL FUND	125.00
132094	LICENSING, DEPT OF	CPL BATCH 4/18/19	GENERAL FUND	126.00
132095	LICENSING, DEPT OF	CPL BATCH 4/22/19	GENERAL FUND	216.00
132096	FIRST AMERICAN TITLE	ROW ACQUISITION	GMA - STREET	12,362.80
132097	ACTIVE NETWORK LLC	DEBIT PIN PADS	OPERA HOUSE	501.86
	ACTIVE NETWORK LLC		COMMUNITY CENTER	501.86
132098	AFFORDABLE ENVIRO	HOMELESS CAMP CLEANUP & DISPOSAL	GENERAL SERVICES - OVERH	5,714.44
132099	AMERICAN CLEANERS	DRY CLEANING	YOUTH SERVICES	17.40
	AMERICAN CLEANERS		COMMUNITY SERVICES UNIT	23.78
	AMERICAN CLEANERS		OFFICE OPERATIONS	25.86
	AMERICAN CLEANERS		POLICE INVESTIGATION	30.17
	AMERICAN CLEANERS		DETENTION & CORRECTION	64.65
	AMERICAN CLEANERS		CRIME PREVENTION	66.33
	AMERICAN CLEANERS		POLICE PATROL	81.89
	AMERICAN CLEANERS		POLICE ADMINISTRATION	94.16
132100	AMERICAN SOCCER COMP	SOCCER SUPPLIES	GENERAL FUND	-66.89
	AMERICAN SOCCER COMP		RECREATION SERVICES	786.10
132101	ASSOCIATED BAG	EVIDENCE SUPPLIES	GENERAL FUND	-60.15
	ASSOCIATED BAG		DETENTION & CORRECTION	706.92
132102	AWWA	TRAINING-BRYANT, S	UTIL ADMIN	220.00
	AWWA	TRAINING-STAIR	UTIL ADMIN	220.00
132103	BALLEW, JAMES B	REIMBURSE MEETING SUPPLY EXPENSE	EXECUTIVE ADMIN	216.65
132104	BANK OF AMERICA	PARKING/REGISTRATION	ENGR-GENL	19.00
132105	BANK OF AMERICA	CANOPY	POLICE PATROL	240.19
132106	BANK OF AMERICA	REGISTRATION/MEETING EXPENSE	POLICE ADMINISTRATION	80.00
	BANK OF AMERICA		CITY COUNCIL	80.00
	BANK OF AMERICA		EXECUTIVE ADMIN	127.81
132107	BANK OF AMERICA	JAIL SUPPLIES	DETENTION & CORRECTION	305.63
132108	BANK OF AMERICA	CHAIR	GENERAL FUND	-37.11
	BANK OF AMERICA		POLICE ADMINISTRATION	436.11
132109	BANK OF AMERICA	TRAVEL/POSTAGE EXPENSE	COMMUNITY DEVELOPMENT-	48.21
	BANK OF AMERICA		COMMUNITY DEVELOPMENT-	175.96
	BANK OF AMERICA		COMMUNITY DEVELOPMENT-	228.48
132110	BANK OF AMERICA	ADVERTISING & SUPPLIES	EXECUTIVE ADMIN	25.14
	BANK OF AMERICA		OPERA HOUSE	176.02
	BANK OF AMERICA		MAINTENANCE	391.22
132111	BANK OF AMERICA	EMBEDDED SOCIAL WORKER PROGRAM	EMBEDDED SOCIAL WORKER	650.01
132112	BANK OF AMERICA	AD/TRAVEL/SUPPLIES	FINANCE-GENL	9.08
	BANK OF AMERICA		PERSONNEL ADMINISTRATIO	18.48
	BANK OF AMERICA		POLICE ADMINISTRATION	49.00
	BANK OF AMERICA		PERSONNEL ADMINISTRATIO	90.31
	BANK OF AMERICA		COMMUNITY DEVELOPMENT-	570.00
132113	BANK OF AMERICA	TRAINING EXPENSE	ENGR-GENL	10.00
	BANK OF AMERICA		EXECUTIVE ADMIN	786.26
132114	BANK OF AMERICA	TRAVEL/TRAINING EXPENSE	UTIL ADMIN	342.72
	BANK OF AMERICA		ENGR-GENL	400.00
	BANK OF AMERICA		UTIL ADMIN	571.20
132115	BANK OF AMERICA	SPECIAL EVENT SUPPLIES	PARK & RECREATION FAC	36.24

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/18/2019 TO 4/24/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
132115	BANK OF AMERICA	SPECIAL EVENT SUPPLIES	OPERA HOUSE	101.98
	BANK OF AMERICA		RECREATION SERVICES	1,189.05
132116	BANK OF AMERICA	TRAINING	POLICE TRAINING-FIREARMS	1,329.60
132117	BANK OF AMERICA	REPAIR KIT	BLDING MAINT	-147.30
	BANK OF AMERICA		PUBLIC SAFETY BLDG	1,748.30
132118	BANK OF AMERICA	REGISTRATION EXPENSE	POLICE ADMINISTRATION	109.72
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	1,580.00
132119	BANK OF AMERICA	TRAVEL/CONFERENCE EXPENSE	EXECUTIVE ADMIN	22.00
	BANK OF AMERICA		EXECUTIVE ADMIN	356.27
	BANK OF AMERICA		CITY COUNCIL	1,382.61
132120	BANK OF AMERICA	SUPPLIES/MEAL/HEADSETS	FINANCE-GENL	22.65
	BANK OF AMERICA		COMPUTER SERVICES	30.88
	BANK OF AMERICA		WATER DIST MAINS	130.96
	BANK OF AMERICA		COMPUTER SERVICES	137.43
	BANK OF AMERICA		SOLID WASTE OPERATIONS	147.33
	BANK OF AMERICA		CITY CLERK	541.04
	BANK OF AMERICA		FINANCE-GENL	541.04
	BANK OF AMERICA		IS REPLACEMENT ACCOUNTS	1,570.60
132121	BANK OF AMERICA	TRAVEL/MEALS/SUPPLIES/REGISTRATION	IS REPLACEMENT ACCOUNTS	-7,699.36
	BANK OF AMERICA		CITY COUNCIL	-950.65
	BANK OF AMERICA		COMMUNITY DEVELOPMENT-	40.00
	BANK OF AMERICA		PERSONNEL ADMINISTRATIO	320.00
	BANK OF AMERICA		FINANCE-GENL	360.00
	BANK OF AMERICA		PARK & RECREATION FAC	360.00
	BANK OF AMERICA		EXECUTIVE ADMIN	383.07
	BANK OF AMERICA		POLICE ADMINISTRATION	640.00
	BANK OF AMERICA		UTIL ADMIN	640.00
	BANK OF AMERICA		INFORMATION SERVICES	642.20
	BANK OF AMERICA		EXECUTIVE ADMIN	1,659.55
	BANK OF AMERICA		CITY COUNCIL	10,621.12
132122	BERGER/ABAM ENGR	PROFESSIONAL SERVICES	GMA - STREET	25,094.02
	BERGER/ABAM ENGR		GMA - STREET	41,793.79
132123	BICKFORD FORD	BRAKE ROTORS AND BRAKE PADS	ER&R	187.80
132124	BILLING DOCUMENT SPE	TRANSACTION FEES	UTILITY BILLING	2,305.03
	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	4,399.69
132125	BIZYAYEZA, ANNA	UB REFUND	WATER/SEWER OPERATION	94.26
132126	BOTESCH, NASH & HALL	CIVIC CENTER PROJECT	CAPITAL EXPENDITURES	261,752.80
132127	CADMAN MATERIALS INC	ASPHALT	ROADWAY MAINTENANCE	344.40
132128	CENTRAL WELDING SUPP	RESPIRATOR	ER&R	25.14
	CENTRAL WELDING SUPP	GLOVES, EAR MUFFS & RESPIRATORS	ER&R	771.21
132129	CHAMPION BOLT	HARDWARE	EQUIPMENT RENTAL	2.89
	CHAMPION BOLT		EQUIPMENT RENTAL	5.73
132130	COASTAL FARM & HOME	JEANS-LANCE	UTIL ADMIN	30.59
	COASTAL FARM & HOME	CHEST WADERS AND REFUSE FORKS	STORM DRAINAGE	185.78
132131	COOP SUPPLY	CHAIN LOCK	PARK & RECREATION FAC	64.49
	COOP SUPPLY	K-9 FOOD	K9 PROGRAM	146.43
	COOP SUPPLY	TAPE, CLAMPS AND CABLES	CAPITAL EXPENDITURES	375.30
132132	CORE & MAIN LP	HYDRANT REPAIR KIT	HYDRANTS	257.57
132133	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	3,106.71
132134	CTS LANGUAGE LINK	INTERPRETER SERVICES	COURTS	13.65
132135	D R HORTON	UB REFUND	WATER/SEWER OPERATION	55.90
132136	D R HORTON		WATER/SEWER OPERATION	56.40
132137	DATABAR	FINE/PENALTY AGREEMENTS	MUNICIPAL COURTS	169.53
	DATABAR	SUMMONS BAIL NOTICES	PROBATION	182.14
	DATABAR		MUNICIPAL COURTS	546.45
132138	DELL	GPS PART	IS REPLACEMENT ACCOUNTS	11.36
132139	DICKS TOWING	TOWING EXPENSE-MP19-14755	POLICE PATROL	71.68
	DICKS TOWING	TOWING EXPENSE-MP19-15259	POLICE PATROL	71.68
	DICKS TOWING	TOWING EXPENSE-MP19-17342	POLICE PATROL	71.68
	DICKS TOWING	TOWING EXPENSE-MP19-14755	POLICE PATROL	71.75
	DICKS TOWING	TOWING EXPENSE-MP19-17997	POLICE PATROL	71.75

**CITY OF MARYSVILLE  
 INVOICE LIST  
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
132139	DICKS TOWING	TOWING EXPENSE-MP19-14550	POLICE PATROL	95.55
132140	DUBORKO, NAOMA	REMAINING FUNDS OWED-1321 5TH ST	NON-DEPARTMENTAL	2,500.00
132141	E&E LUMBER	FASTENER CREDIT	PARK & RECREATION FAC	-8.41
	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	6.81
	E&E LUMBER	DOOR STOP	PARK & RECREATION FAC	7.13
	E&E LUMBER	KEYS MADE	PARK & RECREATION FAC	7.96
	E&E LUMBER	SEALANT	PARK & RECREATION FAC	15.06
	E&E LUMBER	HARDWARE	PURCHASING/CENTRAL STOF	20.32
	E&E LUMBER	MOUSE CONTROL ITEMS	PUBLIC SAFETY BLDG	23.90
	E&E LUMBER	SHEETER	PARK & RECREATION FAC	25.16
	E&E LUMBER	HARDWARE	PURCHASING/CENTRAL STOF	28.81
	E&E LUMBER	COMBO COUPLERS	PARK & RECREATION FAC	50.68
	E&E LUMBER	ZIP TIES	PARK & RECREATION FAC	62.92
	E&E LUMBER	CABLE TIES	PARK & RECREATION FAC	101.05
	E&E LUMBER	MDF AND ADHESIVE	WASTE WATER TREATMENT F	117.35
	E&E LUMBER	SUMP PUMP	WASTE WATER TREATMENT F	122.75
	E&E LUMBER	GORILLA GLUE AND SUPPLIES	PARK & RECREATION FAC	174.56
	E&E LUMBER	HARDWARE	GOLF ADMINISTRATION	185.76
132142	EAGLE FENCE	FENCE REPAIR	STORM DRAINAGE	431.74
	EAGLE FENCE		STORM DRAINAGE	889.65
132143	EMME, KYLA	REIMBURSE MILEAGE	EXECUTIVE ADMIN	31.49
132144	ENTERPRISE RENTAL	CAR RENTAL	FINANCE-GENL	52.60
	ENTERPRISE RENTAL		PERSONNEL ADMINISTRATIO	105.22
132145	EVIDENT, INC.	EVIDENCE SUPPLIES	GENERAL FUND	-41.79
	EVIDENT, INC.		GENERAL FUND	-2.79
	EVIDENT, INC.		POLICE PATROL	32.79
	EVIDENT, INC.		POLICE PATROL	491.09
132146	FASTENAL COMPANY	INSERTS AND TAP	ROADWAY MAINTENANCE	96.45
132147	FERARA, TYLER	RETURN OF SEIZED PROPERTY	DRUG SEIZURE	1,924.00
132148	FERRELLGAS	PROPANE CHARGES	TRAFFIC CONTROL DEVICES	192.67
132149	FRONTIER COMMUNICATI	ACCT #36065774950927115	STREET LIGHTING	53.25
	FRONTIER COMMUNICATI	ACCT #36065836350725085	UTIL ADMIN	59.07
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	59.07
	FRONTIER COMMUNICATI	ACCT #36065885751214185	STORM DRAINAGE	66.47
132150	GODFREY, GORDON R	UB REFUND	WATER/SEWER OPERATION	38.10
132151	GORDON TRUCK CENTER	DOOR LATCH PANEL ASSEMBLY	EQUIPMENT RENTAL	214.23
132152	GOVCONNECTION INC	SURFACE PRO	IS REPLACEMENT ACCOUNTS	3,100.05
132153	GRAINGER	VARIOUS BANDAIDS	ER&R	11.96
	GRAINGER	BACK PANEL	WASTE WATER TREATMENT F	33.29
132154	GRAVITY PAYMENTS	TRANSACTION FEES	UTILITY BILLING	12,586.93
132155	GREENHAUS PORTABLE	PORTABLE SERVICE	RECREATION SERVICES	450.00
132156	GREENSHIELDS	HOSE FITTINGS AND DISCONNECT	ER&R	382.02
132157	HACH COMPANY	WATER SAMPLING SUPPLIES	WATER FILTRATION PLANT	2,381.85
132158	HALL, DAVE	REIMBURSE PARKING FEES	PARK & RECREATION FAC	27.00
132159	HDR ENGINEERING	PROFESSIONAL SERVICES	GMA - STREET	8,143.26
	HDR ENGINEERING		GMA - STREET	12,542.90
132160	HILLSIDE CHURCH	MARCH CHAMBER LUNCHEON	EXECUTIVE ADMIN	440.00
132161	HRUBESKY, JENNIFER &	UB REFUND	GARBAGE	183.44
132162	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	112.50
132163	INSEEGO NORTH AMERIC	MODEMS	POLICE PATROL	1,489.50
132164	INTL ASSOC CHIEFS	IACP DUES-GOLDMAN	POLICE ADMINISTRATION	190.00
132165	J & B TOOLS, LLC	VAC PUMP, ADAPTER, SCALE AND ETC	EQUIPMENT RENTAL	1,070.95
132166	JOLLY, KIRSTEN	REFUND CLASS FEES	PARKS-RECREATION	52.00
132167	KAISER PERMANENTE	PRE-EMPLOYMENT SCREENING	POLICE ADMINISTRATION	144.00
132168	KIM, JAMIE S.	PUBLIC DEFENDER	PUBLIC DEFENSE	300.00
132169	KLEINFELDER	CIVIC CAMPUS PROJECT	CAPITAL EXPENDITURES	9,796.25
132170	KUNG FU 4 KIDS	INSTRUCTOR SERVICES	RECREATION SERVICES	389.20
	KUNG FU 4 KIDS		RECREATION SERVICES	666.40
132171	KUSSY, KAREN	REIMBURSE BAGGAGE FEES & MILEAGE	PERSONNEL ADMINISTRATIO	37.66
	KUSSY, KAREN		FINANCE-GENL	78.83
132172	LA POLICE GEAR, INC.	GLOVES	POLICE PATROL	54.64

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/18/2019 TO 4/24/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
132172	LA POLICE GEAR, INC.	BOOTS	POLICE PATROL	218.55
132173	LABOR & INDUSTRIES	1ST QTR L&I	OPERA HOUSE	4.28
	LABOR & INDUSTRIES		MUNICIPAL COURTS	39.06
	LABOR & INDUSTRIES		RECREATION SERVICES	79.14
	LABOR & INDUSTRIES		COMMUNITY CENTER	184.47
	LABOR & INDUSTRIES		ROADWAY MAINTENANCE	421.79
	LABOR & INDUSTRIES		POLICE PATROL	648.27
132174	LAKE STEVENS SCHOOL	MITIGATION FEES	SCHOOL MIT FEES	59,616.00
132175	LAKEWOOD SCHOOL DIST	FACILITY RENTAL	RECREATION SERVICES	315.00
132176	LANGUAGE EXCHANGE	INTERPRETER SERVICES	COURTS	1,419.50
132177	LES SCHWAB TIRE CTR	TIRES	ER&R	506.50
	LES SCHWAB TIRE CTR		ER&R	686.20
	LES SCHWAB TIRE CTR		ER&R	745.22
132178	LX CONSTRUCTION	HYDRANT METER REFUND	WATER-UTILITIES/ENVIRONM	-11.20
	LX CONSTRUCTION		WATER/SEWER OPERATION	1,150.00
132179	MARYSVILLE AWARDS	PLAQUE FOR BURNS	PARK & RECREATION FAC	144.27
132180	MARYSVILLE PRINTING	BUSINESS CARDS	POLICE PATROL	53.50
	MARYSVILLE PRINTING	GARBAGE TAGS	SOLID WASTE OPERATIONS	527.15
132181	MARYSVILLE SCHOOL	FACILITY RENTAL	RECREATION SERVICES	122.00
132182	MARYSVILLE, CITY OF	UTILITY SERVICE-1635 GROVE ST	PUBLIC SAFETY BLDG	2,991.01
132183	MAZZAWI, AMBER	REFUND CLASS FEES	PARKS-RECREATION	40.00
132184	MCDONALD, KEVIN D	HEARING EXAMINER SERVICES	COMMUNITY DEVELOPMENT-	2,397.00
132185	MCLOUGHLIN & EARDLEY	STROBE LIGHTS	TRAFFIC CONTROL DEVICES	292.88
	MCLOUGHLIN & EARDLEY	LIGHT BARS	TRAFFIC CONTROL DEVICES	429.23
132186	MCNALL, JENNIFER	REFUND CLASS FEES	PARKS-RECREATION	10.00
132187	MERO, MARC LLC	SRO SPEAKER-OCT 2019	YOUTH SERVICES	17,500.00
132188	MESSERLY, CONNIE	REIMBURSE BAGGAGE FEES	PERSONNEL ADMINISTRATIO	60.00
132189	MORADO, KATHRYN	REFUND CLASS FEES	PARKS-RECREATION	10.00
132190	MOTOR TRUCKS	AIR BRAKE HOSES	EQUIPMENT RENTAL	44.97
	MOTOR TRUCKS	SLACK ADJUSTER AND AIRCAN	EQUIPMENT RENTAL	873.04
132191	MOTOROLA	APX6500 RADIOS AND ACCESSORIES	EXECUTIVE ADMIN	5,820.32
	MOTOROLA	APX6000 RADIOS AND ACCESSORIES	EXECUTIVE ADMIN	6,035.15
132192	MOUNTAIN MIST	WATER COOLER RENTAL/BOTTLED WATER	WASTE WATER TREATMENT F	17.78
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	17.78
	MOUNTAIN MIST		SEWER MAIN COLLECTION	17.78
132193	MYCO, GORDON	UB REFUND	WATER/SEWER OPERATION	61.10
132194	NATIONAL BARRICADE	TRAIL SIGNS	GMA-PARKS	548.86
132195	NORTHWEST HANDLING	RADIATOR ASSEMBLY	EQUIPMENT RENTAL	875.47
132196	OFFICE DEPOT	FOOT RESTS	OFFICE OPERATIONS	48.07
	OFFICE DEPOT	OFFICE SUPPLIES	POLICE PATROL	65.51
	OFFICE DEPOT		DETENTION & CORRECTION	129.62
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	422.61
132197	OTAK	PROFESSIONAL SERVICES	GMA - STREET	2,380.00
132198	OWEN EQUIPMENT	DIAGNOSE AND REPAIR #H008	EQUIPMENT RENTAL	1,136.26
132199	PARR LUMBER CO	WOODEN STAKES	COMMUNITY DEVELOPMENT-	65.27
132200	PARTS STORE, THE	SOCKET	PARK & RECREATION FAC	12.68
	PARTS STORE, THE	FILTER AND OIL	EQUIPMENT RENTAL	35.93
	PARTS STORE, THE	BLOW GUN	GOLF ADMINISTRATION	38.80
	PARTS STORE, THE	SPARK PLUGS AND WIRES	EQUIPMENT RENTAL	65.56
	PARTS STORE, THE	VARIOUS FILTERS, BLADES AND FLASHERS	ER&R	352.35
	PARTS STORE, THE	COMPRESSOR AND SWITCH	EQUIPMENT RENTAL	501.87
132201	PAYFIRST PROPERTIES	UB REFUND-TNT MURPHY	WATER/SEWER OPERATION	87.72
132202	PAYFIRST PROPERTIES	UB REFUND-TNT SCHMITTEN	WATER/SEWER OPERATION	97.17
132203	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	442.00
132204	PETROCARD SYSTEMS	FUEL CONSUMED	STORM DRAINAGE	143.09
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	174.72
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	310.79
	PETROCARD SYSTEMS		PARK & RECREATION FAC	509.47
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	2,026.90
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	3,650.67
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	3,814.92

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/18/2019 TO 4/24/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
132204	PETROCARD SYSTEMS	FUEL CONSUMED	POLICE PATROL	8,557.43
132205	PGC INTERBAY LLC	PROFESSIONAL SERVICES	MAINTENANCE	28.78
	PGC INTERBAY LLC		MAINTENANCE	34.71
	PGC INTERBAY LLC		MAINTENANCE	45.00
	PGC INTERBAY LLC		MAINTENANCE	55.16
	PGC INTERBAY LLC		PRO-SHOP	84.76
	PGC INTERBAY LLC		PRO-SHOP	109.00
	PGC INTERBAY LLC		MAINTENANCE	122.55
	PGC INTERBAY LLC		MAINTENANCE	135.71
	PGC INTERBAY LLC		MAINTENANCE	184.35
	PGC INTERBAY LLC		PRO-SHOP	189.00
	PGC INTERBAY LLC		PRO-SHOP	272.19
	PGC INTERBAY LLC		MAINTENANCE	298.62
	PGC INTERBAY LLC		MAINTENANCE	646.91
	PGC INTERBAY LLC		PRO-SHOP	1,209.98
	PGC INTERBAY LLC		MAINTENANCE	1,298.00
	PGC INTERBAY LLC		MAINTENANCE	1,593.78
	PGC INTERBAY LLC		GOLF COURSE	1,925.50
	PGC INTERBAY LLC		MAINTENANCE	6,068.23
	PGC INTERBAY LLC		GOLF COURSE	10,277.37
132206	PILCHUCK RENTALS	COMPACTOR RENTAL	PARK & RECREATION FAC	65.46
	PILCHUCK RENTALS	SOD CUTTER RENTAL	PARK & RECREATION FAC	88.45
	PILCHUCK RENTALS	TRIMMERS	STORM DRAINAGE	804.67
132207	PLATT ELECTRIC	BULBS	CITY HALL	107.32
132208	POSTAL SERVICE	POSTAGE	PROBATION	1,000.00
	POSTAL SERVICE		MUNICIPAL COURTS	3,000.00
132209	POTTERY NOOK, THE	INSTRUCTOR SERVICES	RECREATION SERVICES	21.60
132210	PUBLIC SAFETY TESTIN	SUBSCRIPTION	PERSONNEL ADMINISTRATIO	898.00
132211	PUD	ACCT #204259469	TRAFFIC CONTROL DEVICES	15.88
	PUD	ACCT #204260343	TRAFFIC CONTROL DEVICES	15.88
	PUD	ACCT #202461026	MAINT OF GENL PLANT	16.44
	PUD	ACCT #204262620	TRAFFIC CONTROL DEVICES	16.44
	PUD	ACCT #205195373	PARK & RECREATION FAC	16.44
	PUD	ACCT #202011813	PUMPING PLANT	17.53
	PUD	ACCT #201346665	SEWER LIFT STATION	17.58
	PUD	ACCT #200973956	SEWER LIFT STATION	19.72
	PUD	ACCT #202794657	TRANSPORTATION MANAGEM	36.90
	PUD	ACCT #200448801	TRANSPORTATION MANAGEM	42.40
	PUD	ACCT #203500020	STREET LIGHTING	44.01
	PUD	ACCT #203430897	STREET LIGHTING	48.00
	PUD	ACCT #200061463	PARK & RECREATION FAC	56.16
	PUD	ACCT #202303301	SEWER LIFT STATION	62.23
	PUD	ACCT #202288585	TRANSPORTATION MANAGEM	62.34
	PUD	ACCT #202524690	PUMPING PLANT	69.26
	PUD	ACCT #221115934	MAINT OF GENL PLANT	72.41
	PUD	ACCT #220681340	STORM DRAINAGE	86.65
	PUD	ACCT #202426482	PUBLIC SAFETY BLDG	94.72
	PUD	ACCT #201628880	WASTE WATER TREATMENT F	96.32
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	101.72
	PUD	ACCT #201909637	SEWER LIFT STATION	108.67
	PUD	ACCT #222025900	PUMPING PLANT	113.39
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	115.58
	PUD	ACCT #201225067	PARK & RECREATION FAC	171.01
	PUD	ACCT #201247699	STREET LIGHTING	281.61
	PUD	ACCT #201587284	WASTE WATER TREATMENT F	338.18
	PUD	ACCT #201675634	WASTE WATER TREATMENT F	440.70
	PUD	ACCT #201147253	PUMPING PLANT	661.61
	PUD	ACCT #202177333	MAINT OF GENL PLANT	671.91
	PUD	ACCT #200303477	WATER FILTRATION PLANT	1,061.60
	PUD	ACCT #201639689	MAINT OF GENL PLANT	1,130.77
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION PLA	3,810.72

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/18/2019 TO 4/24/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
132212	PUGET SOUND SECURITY	KEYS MADE	WATER DIST MAINS	30.06
132213	RAU, ELLIOT	UB REFUND	WATER/SEWER OPERATION	46.67
132214	RESG HOMES LLC		GARBAGE	59.82
132215	RETIREMENT SYSTEMS	INSURANCE ADMIN FEE	PERSONNEL ADMINISTRATIO	94.23
132216	RMT EQUIPMENT	FILTER, BLADE KIT AND RELAY	SMALL ENGINE SHOP	165.17
132217	ROBERT HALF TECHNOLO	HELP DESK SERVICES	COMPUTER SERVICES	1,640.00
132218	RUSDEN, JOHN	PRO-TEM SERVICES	MUNICIPAL COURTS	370.00
132219	SCHREIFELS, DEBRA	UB REFUND	GARBAGE	111.66
132220	SENIOR HEALTH INS	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	2,469.17
132221	SHRED-IT US	MONTHLY SHREDDING SERVICES	PERSONNEL ADMINISTRATIO	4.56
132222	SMOKEY POINT CONCRET	WORLD BLOCK HALF	CAPITAL EXPENDITURES	359.70
132223	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES	SOLID WASTE OPERATIONS	149,368.00
132224	SNO CO TREASURER	2019 PROPERTY TAXES-FULL	PARK & RECREATION FAC	18.49
	SNO CO TREASURER		GMA - STREET	18.49
	SNO CO TREASURER		WATER RESERVOIRS	5,965.87
132225	SOLID WASTE SYSTEMS	CAMERA SYSTEM	SOLID WASTE OPERATIONS	1,009.64
	SOLID WASTE SYSTEMS	SERVICE & REPAIR #J031, J035 AND J042	EQUIPMENT RENTAL	4,251.77
132226	SOLIS, ZULEMA	REFUND RENTAL FEES	PARKS-RECREATION	115.00
132227	SOUND PUBLISHING	LEGAL AD	CITY CLERK	294.06
132228	STAPLES	OFFICE SUPPLIES	PARK & RECREATION FAC	134.92
132229	STRATEGIES 360	PROFESSIONAL SERVICES	GENERAL SERVICES - OVERF	3,750.00
	STRATEGIES 360		WASTE WATER TREATMENT F	3,750.00
	STRATEGIES 360		UTIL ADMIN	5,000.00
132230	SWICK-LAFAVE, JULIE	REIMBURSE JAIL SUPPLY EXPENSE	DETENTION & CORRECTION	33.70
132231	TACOMA SCREW PRODUCT	STRAPS, MARKERS, TAPE AND SPRAY	ER&R	356.09
132232	TANNER, SHANE LAMAR	REFUND BUSINESS LICENSE FEES	GENL FUND BUS LIC & PERMI	65.00
132233	TARGETSOLUTIONS	TRAINING SOFTWARE	CITY CLERK	44.56
	TARGETSOLUTIONS		PROBATION	60.00
	TARGETSOLUTIONS		TRANSPORTATION MANAGEM	226.14
	TARGETSOLUTIONS		PERSONNEL ADMINISTRATIO	247.04
	TARGETSOLUTIONS		FINANCE-GENL	267.36
	TARGETSOLUTIONS		COMPUTER SERVICES	267.36
	TARGETSOLUTIONS		EQUIPMENT RENTAL	316.59
	TARGETSOLUTIONS		UTILITY BILLING	317.90
	TARGETSOLUTIONS		LEGAL-GENL	346.57
	TARGETSOLUTIONS		RECREATION SERVICES	346.57
	TARGETSOLUTIONS		PARK & RECREATION FAC	346.57
	TARGETSOLUTIONS		EXECUTIVE ADMIN	395.57
	TARGETSOLUTIONS		SOLID WASTE OPERATIONS	410.82
	TARGETSOLUTIONS		UTIL ADMIN	497.50
	TARGETSOLUTIONS		COMMUNITY DEVELOPMENT-	497.50
	TARGETSOLUTIONS		MUNICIPAL COURTS	534.12
	TARGETSOLUTIONS		STORM DRAINAGE	587.96
	TARGETSOLUTIONS		WASTE WATER TREATMENT F	678.42
	TARGETSOLUTIONS		GENERAL SERVICES - OVERF	727.42
	TARGETSOLUTIONS		MAINT OF GENL PLANT	853.33
	TARGETSOLUTIONS		COMMUNITY DEVELOPMENT-	990.20
	TARGETSOLUTIONS		POLICE TRAINING-FIREARMS	5,284.50
132234	TAYLORS EXCAVATORS	PAY ESTIMATE #5	GMA-PARKS	-4,446.80
	TAYLORS EXCAVATORS		GMA-PARKS	88,935.94
132235	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINTENANCE	PUBLIC SAFETY BLDG	314.50
	THYSSENKRUPP ELEVATO		CITY HALL	314.50
132236	TOOLS PLUS	CONCRETE SAW BLADES	WATER DIST MAINS	609.01
132237	TRANSPO GROUP	PROFESSIONAL SERVICES	TRANSPORTATION MANAGEM	515.00
	TRANSPO GROUP		CAPITAL EXPENDITURES	3,186.25
	TRANSPO GROUP		TRANSPORTATION MANAGEM	3,710.84
132238	TYLER TECHNOLOGIES	ESS UPGRADE PRO-RATED REFUND	COMPUTER SERVICES	-3,273.00
	TYLER TECHNOLOGIES	SITE VISIT	FINANCE-GENL	640.84
	TYLER TECHNOLOGIES		PERSONNEL ADMINISTRATIO	640.84
	TYLER TECHNOLOGIES	TCM SUPPORT AND LICENSING	COMPUTER SERVICES	2,326.41
	TYLER TECHNOLOGIES	TCM SOFTWARE	COMPUTER SERVICES	25,662.00

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/18/2019 TO 4/24/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
132239	USSSA WASHINGTON STA	REFEREES	RECREATION SERVICES	440.00
132240	VERIZON	WIRELESS SERVICES	CRIME PREVENTION	21.35
	VERIZON		PURCHASING/CENTRAL STOF	21.35
	VERIZON		UTILITY BILLING	42.70
	VERIZON		PERSONNEL ADMINISTRATIO	51.11
	VERIZON		SEWER LIFT STATION	80.02
	VERIZON		EQUIPMENT RENTAL	98.15
	VERIZON		PROPERTY TASK FORCE	110.90
	VERIZON		FACILITY MAINTENANCE	110.90
	VERIZON		FINANCE-GENL	120.90
	VERIZON		LEGAL-GENL	121.16
	VERIZON		RECREATION SERVICES	162.20
	VERIZON		OFFICE OPERATIONS	166.35
	VERIZON		PARK & RECREATION FAC	174.95
	VERIZON		LEGAL - PROSECUTION	176.35
	VERIZON		MUNICIPAL COURTS	246.37
	VERIZON		COMMUNITY SERVICES UNIT	261.81
	VERIZON		YOUTH SERVICES	277.25
	VERIZON		SOLID WASTE CUSTOMER EX	287.61
	VERIZON		EXECUTIVE ADMIN	297.25
	VERIZON		WATER QUAL TREATMENT	307.73
	VERIZON		WATER SUPPLY MAINS	320.12
	VERIZON		DETENTION & CORRECTION	354.05
	VERIZON		GENERAL SERVICES - OVERH	443.90
	VERIZON		WASTE WATER TREATMENT F	480.99
	VERIZON		COMMUNITY DEVELOPMENT-	506.32
	VERIZON		COMPUTER SERVICES	535.22
	VERIZON		STORM DRAINAGE	619.93
	VERIZON		POLICE INVESTIGATION	739.58
	VERIZON		ENGR-GENL	797.89
	VERIZON		POLICE ADMINISTRATION	847.66
	VERIZON		UTIL ADMIN	2,101.60
	VERIZON		POLICE PATROL	4,946.99
132241	WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES	PARK & RECREATION FAC	587.63
132242	WESTERN TRUCK	WHEEL LUG STUD	EQUIPMENT RENTAL	70.77
132243	WOODMANSEE, LAUREN	REIMBURSE SPECIAL EVENT EXPENSE	OPERA HOUSE	136.29

**WARRANT TOTAL:**

**1,210,074.65**

# *Index #2*



**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 13, 2019**

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 May 1, 2019 claims in the amount of \$1,432,384.73 paid by EFT transactions and Check No.'s 132244 through 132381 with no Check No.'s voided.**

**COUNCIL ACTION:**

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-5**

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 **\$1,432,384.73 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 132244 THROUGH 132381 WITH NO CHECK NO.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 **13<sup>th</sup> DAY OF MAY 2019.**

\_\_\_\_\_  
COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 4/25/2019 TO 5/1/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
132244	FIRST AMERICAN TITLE	CLOSING FUNDS-11601 STATE AVE	GMA - STREET	3,820.80
132245	AEROTECH BLASTING	SAND BLAST HAND RAIL	OPERA HOUSE	34.16
132246	ANDES LAND SURVEY	PROFESSIONAL SERVICES	GMA-PARKS	2,000.00
132247	ANTHONY, LINDA	UB REFUND	WATER/SEWER OPERATION	220.74
132248	ARAMARK UNIFORM	SALES TAX CORRECTION	EQUIPMENT RENTAL	0.14
	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.55
	ARAMARK UNIFORM		SMALL ENGINE SHOP	6.55
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	59.73
	ARAMARK UNIFORM	UNIFORM SERVICE	EQUIPMENT RENTAL	70.82
	ARAMARK UNIFORM		EQUIPMENT RENTAL	71.11
	ARAMARK UNIFORM		EQUIPMENT RENTAL	74.13
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	114.99
	ARAMARK UNIFORM		OPERA HOUSE	205.08
132249	ARLINGTON MACHINE &	WELL COVERS	SOURCE OF SUPPLY	1,681.68
132250	AWWA	TRAINING-GETTLE	UTIL ADMIN	220.00
	AWWA	TRAINING-WESSEL	UTIL ADMIN	220.00
132251	BACKSTROM CURB	CURB AND GUTTER REPAIR	SIDEWALKS MAINTENANCE	5,717.76
132252	BACKUS, LAURA	REFUND CLASS FEES	PARKS-RECREATION	50.00
132253	BARRON, JAMES R & CO	UB REFUND	WATER/SEWER OPERATION	219.76
132254	BAY ALARM COMPANY	SALES TAX CORRECTION	COURT FACILITIES	0.35
	BAY ALARM COMPANY	SECURITY MONITORING	COURT FACILITIES	127.53
132255	BDZ CONSTRUCTION	HYDRANT METER REFUND	WATER-UTILITIES/ENVIRONMN	-81.90
	BDZ CONSTRUCTION		WATER/SEWER OPERATION	1,150.00
132256	BEACH STREET TOPSOIL	TOPSOIL	WATER DIST MAINS	67.59
132257	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	3,909.71
132258	BILLS BLUEPRINT INC	SALES TAX CORRECTION	GMA-PARKS	0.22
	BILLS BLUEPRINT INC	8 1/2 X 11 COPIES	GMA-PARKS	109.08
	BILLS BLUEPRINT INC	COPIES/FULL SIZE DRAWINGS	GMA-PARKS	129.73
132259	BLUETARP FINANCIAL	RATCHETS	WATER DIST MAINS	90.68
132260	BORGES, ELIZABETH	INSTRUCTOR SERVICES	RECREATION SERVICES	54.00
132261	BRAKE AND CLUTCH	AIR FITTINGS AND VALVE	EQUIPMENT RENTAL	424.29
132262	BUILDERS EXCHANGE	PUBLISH PROJECTS	SEWER CAPITAL PROJECTS	0.30
	BUILDERS EXCHANGE		GMA - STREET	45.00
	BUILDERS EXCHANGE		ARTERIAL STREET-GENL	46.75
	BUILDERS EXCHANGE		GMA - STREET	364.85
132263	C WORKS INC	GATEKEEPER LOCKING SYSTEMS	WATER/SEWER OPERATION	-14.36
	C WORKS INC		WATER RESERVOIRS	172.21
132264	CADMAN MATERIALS INC	ASPHALT	ROADWAY MAINTENANCE	181.17
	CADMAN MATERIALS INC		ROADWAY MAINTENANCE	236.18
	CADMAN MATERIALS INC		WASTE WATER TREATMENT	800.77
132265	CASCADE NATURAL GAS	NATURAL GAS CHARGES	WATER FILTRATION PLANT	922.90
132266	CENTRAL WELDING SUPP	PADLOCKS	ER&R	79.02
	CENTRAL WELDING SUPP	FLOOR SCRAPERS	ER&R	88.53
	CENTRAL WELDING SUPP	FIRST AID KITS	ER&R	222.97
	CENTRAL WELDING SUPP	TAPE, PADLOCKS, BROOMS AND RAKES	ER&R	621.05
	CENTRAL WELDING SUPP	RESPIRATORS, EAR PLUGS AND GLOVES	ER&R	701.26
132267	CHANG, CHIEN	REIMBURSE PARKING FEES	ENGR-GENL	6.00
132268	COMCAST	MONTHLY BROADBAND CHARGE	COMPUTER SERVICES	286.23
132269	CONSOLIDATED ELECTRI	LED LUNINAIRES	STREET LIGHTING	4,416.81
132270	COOP SUPPLY	BEARCAT MAT	POLICE PATROL	62.28
	COOP SUPPLY	STRAW BALES	CAPITAL EXPENDITURES	425.94
132271	COPIERS NORTHWEST	PRINTER/COPIER CHARGES	COMMUNITY CENTER	85.99
	COPIERS NORTHWEST		WASTE WATER TREATMENT	131.62
	COPIERS NORTHWEST		PROBATION	171.22
	COPIERS NORTHWEST		UTILITY BILLING	171.60
	COPIERS NORTHWEST		CITY CLERK	191.40
	COPIERS NORTHWEST		FINANCE-GENL	191.40
	COPIERS NORTHWEST		GENERAL	247.38
	COPIERS NORTHWEST		PROPERTY TASK FORCE	346.91
	COPIERS NORTHWEST		POLICE INVESTIGATION	368.96

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/25/2019 TO 5/1/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
132271	COPIERS NORTHWEST	PRINTER/COPIER CHARGES	DETENTION & CORRECTION	575.87
	COPIERS NORTHWEST		PERSONNEL ADMINISTRATIOI	599.66
	COPIERS NORTHWEST		MUNICIPAL COURTS	614.66
	COPIERS NORTHWEST		ENGR-GENL	694.84
	COPIERS NORTHWEST		PARK & RECREATION FAC	816.99
	COPIERS NORTHWEST		POLICE PATROL	843.67
	COPIERS NORTHWEST		UTIL ADMIN	1,324.64
	COPIERS NORTHWEST		COMMUNITY DEVELOPMENT-	1,529.74
	COPIERS NORTHWEST		LEGAL - PROSECUTION	1,651.45
	COPIERS NORTHWEST		EXECUTIVE ADMIN	1,704.25
	COPIERS NORTHWEST		OFFICE OPERATIONS	2,250.39
132272	CORRECTIONS, DEPT OF	WORK CREW-MARCH 2019	PARK & RECREATION FAC	426.26
	CORRECTIONS, DEPT OF		ROADSIDE VEGETATION	834.11
132273	COUGAR TREE SERVICE	STUMP GRINDING	WASTE WATER TREATMENT F	1,366.25
132274	CRAIG, JEANETTE	REFUND CLASS FEES	PARKS-RECREATION	20.00
132275	CUZ CONCRETE PROD	MANHOLE GASKETS	ROADWAY MAINTENANCE	20.33
132276	DUNLAP INDUSTRIAL	PIPE,HOLE SAW AND LEVEL	WATER DIST MAINS	282.98
132277	E&E LUMBER	BUG SPRAY	PARK & RECREATION FAC	5.76
	E&E LUMBER	REFLECTORS	PARK & RECREATION FAC	7.84
	E&E LUMBER	BRASS PARTS AND CEMENT	WASTE WATER TREATMENT F	14.95
	E&E LUMBER	VALVE AND BRASS HEX	WASTE WATER TREATMENT F	21.60
	E&E LUMBER	CEMENT	OPERA HOUSE	26.63
	E&E LUMBER	MATTOCK	PARK & RECREATION FAC	32.78
	E&E LUMBER	HANDLE, TAP AND DRILL SET	SUNNYSIDE FILTRATION PLAI	34.35
	E&E LUMBER	SCREEN, PUTTY, CHISEL AND KNIFE	WASTE WATER TREATMENT F	38.78
	E&E LUMBER	CLAMPS	PARK & RECREATION FAC	40.88
	E&E LUMBER	CLEANING SUPPLIES	PARK & RECREATION FAC	66.12
	E&E LUMBER	BULBS	PUBLIC SAFETY BLDG	69.03
	E&E LUMBER	BRASS PARTS, COUPLINGS AND CLEANER	WASTE WATER TREATMENT F	74.21
	E&E LUMBER	PAINTING SUPPLIES	PARK & RECREATION FAC	116.09
	E&E LUMBER	CONCRETE	WATER DIST MAINS	215.28
	E&E LUMBER	SAW, BLADES AND CAULKING GUN	TRAFFIC CONTROL DEVICES	304.68
132278	EAST JORDAN IRON WOR	FRAME, COVER AND RISERS	ROADWAY MAINTENANCE	1,666.62
132279	ELLER, TYLER	REFUND RENTAL FEES	PARKS-RECREATION	115.00
132280	ENERSPECT MEDICAL	HEARTSTART SMART PADS	EXECUTIVE ADMIN	94.22
132281	ESRI	ARCGIS SOFTWARE	ENGR-GENL	1,819.85
	ESRI		SOLID WASTE OPERATIONS	2,729.77
	ESRI		UTIL ADMIN	13,648.83
132282	EVERETT TIRE & AUTO	TIRES	ER&R	795.56
132283	EVERETT, CITY OF	LAB ANALYSIS	WATER QUAL TREATMENT	280.80
	EVERETT, CITY OF		WASTE WATER TREATMENT F	1,712.90
132284	EWING IRRIGATION	SOCCER FIELD PAINT	RECREATION SERVICES	618.29
132285	FERRI, ELAINE	REFUND CLASS FEES	PARKS-RECREATION	20.00
132286	FIRESTONE	TIRES	EQUIPMENT RENTAL	232.67
132287	FLOYD, CHRISTOPHER	REFUND CLASS FEES	PARKS-RECREATION	20.00
	FLOYD, CHRISTOPHER		PARKS-RECREATION	20.00
132288	FOLDESI, NOCOLE N	INSTRUCTOR SERVICES	RECREATION SERVICES	48.00
	FOLDESI, NOCOLE N		RECREATION SERVICES	90.00
132289	FRONTIER COMMUNICATI	ACCT #36065125170927115	STREET LIGHTING	53.25
	FRONTIER COMMUNICATI	ACCT #42539763250319985	PARK & RECREATION FAC	59.39
	FRONTIER COMMUNICATI	ACCT #36019703390831185	SEWER LIFT STATION	61.61
	FRONTIER COMMUNICATI	ACCT #36065831360617105	MUNICIPAL COURTS	72.33
	FRONTIER COMMUNICATI	ACCT #36065962121015935	MAINT OF GENL PLANT	72.33
	FRONTIER COMMUNICATI	ACCT #36065827660617105	MUNICIPAL COURTS	85.20
	FRONTIER COMMUNICATI	ACCT #36065976670111075	OFFICE OPERATIONS	85.20
	FRONTIER COMMUNICATI	ACCT #36065191230801065	WATER FILTRATION PLANT	105.29
132290	GIGGLES ENTERTAINMEN	INSTRUCTOR SERVICES	RECREATION SERVICES	96.00
132291	GLIEGE, VANESSA	RENTAL DEPOSIT REFUND	GENERAL FUND	500.00
132292	GOLDEN CORAL	TACO LUNCHEON	PERSONNEL ADMINISTRATIOI	330.63
132293	GOVCONNECTION INC	BACK UP BATTERY	WASTE WATER TREATMENT F	86.29
	GOVCONNECTION INC	PRINTER	POLICE PATROL	109.29

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/25/2019 TO 5/1/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
132293	GOVCONNECTION INC	UPS BATTERIES	COMPUTER SERVICES	412.04
132294	GRAINGER	FOLDING STEPS AND CLEANER	STREET LIGHTING	99.35
	GRAINGER	MEASURING WHEELS AND BATTERIES	ER&R	177.42
132295	GRAY AND OSBORNE	ANALYSIS-CIVIC CENTER	STORM DRAINAGE	1,217.97
132296	GREENSHIELDS	HARDWARE	PARK & RECREATION FAC	7.09
132297	HA, ELIZABETH JEAN	INSTRUCTOR SERVICES	RECREATION SERVICES	117.00
	HA, ELIZABETH JEAN		RECREATION SERVICES	124.80
	HA, ELIZABETH JEAN		RECREATION SERVICES	124.80
132298	HARBOR FREIGHT TOOLS	SMALL TOOLS AND SUPPLIES	ROADWAY MAINTENANCE	212.87
132299	HARRIS PACIFIC NW	HVAC PREVENTATIVE MAINTENANCE	WATER QUAL TREATMENT	200.40
	HARRIS PACIFIC NW		PARK & RECREATION FAC	209.84
	HARRIS PACIFIC NW		OPERA HOUSE	209.84
	HARRIS PACIFIC NW		NON-DEPARTMENTAL	470.62
	HARRIS PACIFIC NW		MAINT OF GENL PLANT	510.48
	HARRIS PACIFIC NW		COMMUNITY CENTER	620.09
	HARRIS PACIFIC NW		WATER FILTRATION PLANT	634.09
	HARRIS PACIFIC NW		SUNNYSIDE FILTRATION	634.09
	HARRIS PACIFIC NW		MAINTENANCE	1,387.55
	HARRIS PACIFIC NW		COURT FACILITIES	1,659.88
	HARRIS PACIFIC NW		UTIL ADMIN	1,688.22
	HARRIS PACIFIC NW		CITY HALL	1,791.95
	HARRIS PACIFIC NW		WASTE WATER TREATMENT	2,122.42
	HARRIS PACIFIC NW		PUBLIC SAFETY BLDG	2,931.36
132300	HB JAEGER COMPANY	MANHOLE HOOKS AND WRENCH	ER&R	278.50
	HB JAEGER COMPANY	LOCATE PAINT	ER&R	680.33
132301	HD FOWLER COMPANY	GASKETS	WATER SERVICE INSTALL	71.94
	HD FOWLER COMPANY	ADAPTERS	WATER SERVICES	374.37
	HD FOWLER COMPANY	WATER SERVICE INSTALL PARTS-140TH	WATER SERVICES	465.67
	HD FOWLER COMPANY	CONCRETE LIDS	WATER SERVICE INSTALL	781.72
	HD FOWLER COMPANY	VAVLES AND REDUCERS	WATER CAPITAL PROJECTS	1,387.64
132302	HENNIG, JEANINE TULL	INSTRUCTOR SERVICES	RECREATION SERVICES	36.00
	HENNIG, JEANINE TULL		RECREATION SERVICES	42.00
	HENNIG, JEANINE TULL		RECREATION SERVICES	52.80
	HENNIG, JEANINE TULL		RECREATION SERVICES	66.00
	HENNIG, JEANINE TULL		RECREATION SERVICES	79.20
	HENNIG, JEANINE TULL		RECREATION SERVICES	79.20
	HENNIG, JEANINE TULL		RECREATION SERVICES	79.20
	HENNIG, JEANINE TULL		RECREATION SERVICES	138.60
132303	HERC RENTALS INC	EXCAVATOR RENTAL	WASTE WATER TREATMENT	5,841.00
132304	JACOBSEN, CAROLYN	REFUND CLASS FEES	PARKS-RECREATION	50.00
132305	KAISER PERMANENTE	DOT PHYSICALS	UTIL ADMIN	125.00
	KAISER PERMANENTE		EQUIPMENT RENTAL	125.00
	KAISER PERMANENTE		PARK & RECREATION FAC	125.00
	KAISER PERMANENTE		PERSONNEL ADMINISTRATION	156.00
	KAISER PERMANENTE		SOLID WASTE OPERATIONS	375.00
132306	KELLER SUPPLY COMPAN	DRAIN OPENERS	COURT FACILITIES	32.60
132307	KING, ANGELA	INSTRUCTOR SERVICES	RECREATION SERVICES	330.00
132308	KINGSFORD, ANDREA	REIMBURSE SPECIAL EVENT EXPENSE	RECREATION SERVICES	399.79
132309	KNEBEL COMPANY	ASBESTOS INSPECTION-1604 1ST	GMA - STREET	2,240.00
132310	KNUDSEN, SARAH BETH	INSTRUCTOR SERVICES	RECREATION SERVICES	13.50
	KNUDSEN, SARAH BETH		RECREATION SERVICES	54.00
132311	KUNG FU 4 KIDS		RECREATION SERVICES	87.50
132312	LAKESIDE INDUSTRIES	ASPHALT	ROADWAY MAINTENANCE	301.75
	LAKESIDE INDUSTRIES		WATER DIST MAINS	301.76
132313	LASTING IMPRESSIONS	SHIRTS W/LOGO	ER&R	453.60
	LASTING IMPRESSIONS	CAPS W/LOGO	ER&R	767.89
132314	LES SCHWAB TIRE CTR	SERVICE CALL-REPLACE TIRE	EQUIPMENT RENTAL	388.02
	LES SCHWAB TIRE CTR	TIRES	EQUIPMENT RENTAL	602.92
132315	LOWES HIW INC	HANGERS AND ORGANIZERS	ROADSIDE VEGETATION	324.31
132316	MARYSVILLE FIRE DIST	FIRE CONTROL/EMERGENCY AID SERVICES	FIRE-EMS	330,781.22
	MARYSVILLE FIRE DIST		FIRE-GENL	677,935.20

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/25/2019 TO 5/1/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
132317	MARYSVILLE PRINTING	ENVELOPES	FINANCE-GENL	232.26
	MARYSVILLE PRINTING	PO BOOKS	FACILITY MAINTENANCE	456.41
132318	MARYSVILLE, CITY OF	UTILITY SERVICE-5300 SUNNYSIDE BLVD	SEWER LIFT STATION	58.96
	MARYSVILLE, CITY OF	UTILITY SERVICE-5626 61ST ST NE	PARK & RECREATION FAC	112.75
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD	PARK & RECREATION FAC	127.98
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	178.45
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD IRR	PARK & RECREATION FAC	189.90
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD	PARK & RECREATION FAC	279.07
	MARYSVILLE, CITY OF	UTILITY SERVICE-5315 64TH ST NE	PARK & RECREATION FAC	491.96
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD	PARK & RECREATION FAC	2,169.46
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	2,496.87
132319	MCKINNEY, WALTER	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	2,080.00
132320	MODERN OFFICE	OFFICE CHAIR	GENERAL FUND	-37.11
	MODERN OFFICE		POLICE ADMINISTRATION	436.11
132321	MOTOR TRUCKS	SPEED SENSOR	EQUIPMENT RENTAL	132.18
	MOTOR TRUCKS	IGNITION SWITCH AND KEY BLANKS	EQUIPMENT RENTAL	143.46
132322	MOUNT, HERMAN	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	406.50
132323	MOUNTAIN MIST	WATER COOLER RENTAL/BOTTLED WATER	SEWER MAIN COLLECTION	16.68
	MOUNTAIN MIST		WASTE WATER TREATMENT	16.69
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	16.69
132324	NATIONAL BARRICADE	VARIOUS SIGNS, STANDS AND BLANKS	TRAFFIC CONTROL DEVICES	4,180.13
132325	NORTH CENTRAL LABORA	STERILIZER, BOTTLES AND CYLINDERS	WATER/SEWER OPERATION	-114.11
	NORTH CENTRAL LABORA		WASTE WATER TREATMENT	1,341.14
132326	NORTH COAST ELECTRIC	WALL MOUNT, FOOT KIT AND HANDLE	WASTE WATER TREATMENT	2,223.88
132327	NORTON, KAMILLE	REIMBURSE CONFERENCE EXPENSES	CITY COUNCIL	239.37
132328	OFFICE DEPOT	OFFICE SUPPLIES	WASTE WATER TREATMENT	16.52
	OFFICE DEPOT		ENGR-GENL	26.58
	OFFICE DEPOT		UTIL ADMIN	26.59
	OFFICE DEPOT		UTIL ADMIN	38.24
	OFFICE DEPOT		ENGR-GENL	38.25
	OFFICE DEPOT		ENGR-GENL	54.00
	OFFICE DEPOT		STORM DRAINAGE	60.64
	OFFICE DEPOT		WASTE WATER TREATMENT	60.65
	OFFICE DEPOT		UTIL ADMIN	76.50
	OFFICE DEPOT		UTIL ADMIN	79.37
	OFFICE DEPOT		METER READING	127.49
	OFFICE DEPOT		EQUIPMENT RENTAL	477.90
132329	PACIFIC POWER BATTER	BATTERY AND ADAPTERS	WATER DIST MAINS	86.30
	PACIFIC POWER BATTER	SCHOOL BEACON BATTERIES AND CHARGER	TRANSPORTATION	258.13
132330	PACWEST MACHINERY	TRAINING-BROWN & DIAMOND	TRAINING	150.00
132331	PAPE MACHINERY	STRUTS	EQUIPMENT RENTAL	181.10
132332	PARTS STORE, THE	ACCESSORY BELTS	EQUIPMENT RENTAL	35.16
	PARTS STORE, THE	AIR HOSE	EQUIPMENT RENTAL	50.98
	PARTS STORE, THE	MISC FILTERS	SMALL ENGINE SHOP	67.46
	PARTS STORE, THE	FILTERS, SEALANT, BULBS AND LENS	ER&R	100.26
	PARTS STORE, THE	AIR HOSES	EQUIPMENT RENTAL	101.96
	PARTS STORE, THE	FILTERS AND WIPER BLADES	ER&R	181.33
	PARTS STORE, THE	MISC FILTERS	ER&R	228.49
	PARTS STORE, THE	VALVE AND HARDWARE	EQUIPMENT RENTAL	336.53
132333	PARTSMASTER	THREAD TOOL	SMALL ENGINE SHOP	31.86
	PARTSMASTER	FLANGE	SMALL ENGINE SHOP	87.26
132334	PETROCARD SYSTEMS	FUEL CONSUMED	ENGR-GENL	52.77
	PETROCARD SYSTEMS		STORM DRAINAGE	75.17
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	189.95
	PETROCARD SYSTEMS		COMMUNITY	543.20
	PETROCARD SYSTEMS		PARK & RECREATION FAC	1,219.93
	PETROCARD SYSTEMS		GENERAL	3,272.02
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	4,114.27
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	4,292.10
	PETROCARD SYSTEMS		POLICE PATROL	8,554.33
132335	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	7,931.94

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/25/2019 TO 5/1/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
132335	PGC INTERBAY LLC	GOLF COURSE PAYROLL	MAINTENANCE	11,480.75
132336	PILCHUCK RENTALS	60" SWEEPER RENTAL-TRAILS	ROADSIDE VEGETATION	502.78
132337	PITCH PERFECT SOCCER	INSTRUCTOR SERVICES	RECREATION SERVICES	407.40
	PITCH PERFECT SOCCER		RECREATION SERVICES	989.40
	PITCH PERFECT SOCCER		RECREATION SERVICES	1,396.80
	PITCH PERFECT SOCCER		RECREATION SERVICES	1,599.60
132338	PIZANO, SHARMEN		PARKS-RECREATION	45.00
	PIZANO, SHARMEN	REFUND CLASS FEES	PARKS-RECREATION	45.00
	PIZANO, SHARMEN		PARKS-RECREATION	45.00
132339	PLATT ELECTRIC	ITS PARTS	TRANSPORTATION	6.90
	PLATT ELECTRIC	BULBS	PARK & RECREATION FAC	7.96
	PLATT ELECTRIC		PUBLIC SAFETY BLDG	21.36
132340	POOLE, JESSIE	RENTAL FEE REFUND	PARKS-RECREATION	70.00
132341	POSTAL SERVICE	POSTAGE	COMMUNITY	156.55
	POSTAL SERVICE		UTIL ADMIN	623.66
132342	POWDER FAB	POWDER COAT HAND RAIL	OPERA HOUSE	109.20
132343	PREMIER GOLF CENTERS	MANAGEMENT SERVICES-GOLF COURSE	GOLF ADMINISTRATION	8,777.66
132344	PUD	ACCT #202461034	UTIL ADMIN	15.66
	PUD	ACCT #205136245	SEWER LIFT STATION	16.43
	PUD	ACCT #202031134	PUMPING PLANT	17.17
	PUD	ACCT #201672136	SEWER LIFT STATION	21.23
	PUD	ACCT #201668043	PARK & RECREATION FAC	23.51
	PUD	ACCT #203569751	STORM DRAINAGE	24.66
	PUD	ACCT #202476438	SEWER LIFT STATION	26.04
	PUD	ACCT #202499489	COMMUNITY EVENTS	27.60
	PUD	ACCT #202694337	TRANSPORTATION	34.34
	PUD	ACCT #203005160	STREET LIGHTING	38.22
	PUD	ACCT #220761807	OPERA HOUSE	39.65
	PUD	ACCT #203199732	TRANSPORTATION	51.27
	PUD	ACCT #200571842	TRANSPORTATION	53.60
	PUD	ACCT #202368544	TRANSPORTATION	55.32
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	67.13
	PUD	ACCT #202012589	PARK & RECREATION FAC	78.09
	PUD	ACCT #202368551	PARK & RECREATION FAC	80.20
	PUD	ACCT #200084036	TRANSPORTATION	94.32
	PUD	ACCT #202000329	PARK & RECREATION FAC	108.96
	PUD	ACCT #220761175	OPERA HOUSE	132.23
	PUD	ACCT #200625382	SEWER LIFT STATION	166.22
	PUD	ACCT #203223458	PARK & RECREATION FAC	177.66
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	206.56
	PUD	ACCT #201065281	PARK & RECREATION FAC	230.08
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	231.80
	PUD	ACCT #221192545	PUBLIC SAFETY BLDG	252.70
	PUD	ACCT #201021607	PARK & RECREATION FAC	259.69
	PUD	ACCT #200070449	TRANSPORTATION	289.58
	PUD	ACCT #200479541	COMMUNITY CENTER	307.81
	PUD	ACCT #202309720	TRAFFIC CONTROL DEVICES	311.02
	PUD	ACCT #201021698	PARK & RECREATION FAC	366.19
	PUD	ACCT #220824148	WASTE WATER TREATMENT	567.77
	PUD	ACCT #200586485	SEWER LIFT STATION	746.50
	PUD	ACCT #200824548	MAINT OF GENL PLANT	1,404.98
	PUD	ACCT #201463031	PUBLIC SAFETY BLDG	3,511.62
	PUD	ACCT #201577921	PUMPING PLANT	4,234.00
	PUD	ACCT #202075008	WASTE WATER TREATMENT	4,965.60
	PUD	ACCT #201420635	WASTE WATER TREATMENT	9,341.64
	PUD	ACCT #201721180	WASTE WATER TREATMENT	15,582.19
132345	RAM SPV II, LLC	TRAILER RENTAL	STORM DRAINAGE	437.20
	RAM SPV II, LLC		SEWER SERV MAINT	437.20
132346	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	WATER DIST MAINS	201.93
132347	ROBERT HALF TECHNOLO	HELP DESK SERVICES	COMPUTER SERVICES	984.00
132348	ROBINSON, MIKE	REIMBURSE REPAIR PART EXPENSES	GENERAL FUND	-21.18

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/25/2019 TO 5/1/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
132348	ROBINSON, MIKE	REIMBURSE REPAIR PART EXPENSES	PARK & RECREATION FAC	248.85
132349	ROY ROBINSON	SALES TAX ERROR	EQUIPMENT RENTAL	-187.01
	ROY ROBINSON		EQUIPMENT RENTAL	-186.84
	ROY ROBINSON		ER&R	-143.18
	ROY ROBINSON		EQUIPMENT RENTAL	-71.31
	ROY ROBINSON	SENSOR	EQUIPMENT RENTAL	71.31
	ROY ROBINSON		EQUIPMENT RENTAL	71.37
	ROY ROBINSON	BRAKE PADS	ER&R	143.18
	ROY ROBINSON		ER&R	143.31
	ROY ROBINSON	CONTROL ARM	EQUIPMENT RENTAL	186.50
	ROY ROBINSON		EQUIPMENT RENTAL	186.84
	ROY ROBINSON		EQUIPMENT RENTAL	187.01
132350	SCIENTIFIC SUPPLY	MEMBRANE FILTERS	WASTE WATER TREATMENT	307.23
	SCIENTIFIC SUPPLY	PEG BOARD AND THERMOMETER	WASTE WATER TREATMENT	436.51
132351	SEA-ALASKA INDUSTRIA	REPAIR PUMP #2	SEWER LIFT STATION	1,556.10
132352	SHRED-IT US	MONTHLY SHREDDING SERVICE	PROBATION	16.79
	SHRED-IT US		PROBATION	16.79
	SHRED-IT US		PROBATION	16.79
	SHRED-IT US		PROBATION	16.79
	SHRED-IT US		PROBATION	16.79
	SHRED-IT US		MUNICIPAL COURTS	50.38
	SHRED-IT US		MUNICIPAL COURTS	50.38
	SHRED-IT US		MUNICIPAL COURTS	50.38
	SHRED-IT US		MUNICIPAL COURTS	50.38
	SHRED-IT US		MUNICIPAL COURTS	50.38
132353	SNO CO CHAPTER OF	INSTRUCTOR SERVICES	RECREATION SERVICES	90.00
	SNO CO CHAPTER OF		RECREATION SERVICES	120.00
	SNO CO CHAPTER OF		RECREATION SERVICES	150.00
132354	SNO CO PUBLIC WORKS	NATURAL YARD CARE	STORM DRAINAGE	10,000.00
132355	SNO CO PUBLIC WORKS	DISPOSAL FEES	FACILITY MAINTENANCE	187.00
132356	SONITROL	ALARM INSTALLATION-10118 STATE AVE	NON-DEPARTMENTAL	1,653.71
132357	SOUND PUBLISHING	OH ADVERTISING	OPERA HOUSE	702.00
132358	SOUND SAFETY	SHORTS-LEWIS	FACILITY MAINTENANCE	102.72
132359	SOUTHERN COMPUTER	DVD DRIVE	IS REPLACEMENT ACCOUNTS	85.94
132360	SPRINGBROOK NURSERY	GRAVEL	PARK & RECREATION FAC	53.85
132361	SRV CONSTRUCTION	PAY ESTIMATE #3	ARTERIAL STREET-GENL	6,647.56
132362	STAPLES	OFFICE SUPPLIES	ENGR-GENL	11.78
	STAPLES		ENGR-GENL	47.48
	STAPLES		PERSONNEL ADMINISTRATION	73.49
132363	STRAWBERRY LANES	INSTRUCTOR SERVICES	RECREATION SERVICES	367.50
132364	SUMMIT LAW GROUP	GENERAL LABOR	PERSONNEL ADMINISTRATION	378.00
132365	SWANSON, KAREN & ROB	UB REFUND	WATER/SEWER OPERATION	191.89
132366	SYSTEMS INTERFACE	MONITOR RELAY	PUMPING PLANT	822.37
132367	TACOMA SCREW PRODUCT	HARDWARE	EQUIPMENT RENTAL	233.59
132368	TRANSPORTATION, DEPT	PROJECT COSTS	GMA-PARKS	309.18
	TRANSPORTATION, DEPT		GMA - STREET	630.48
132369	UNITED RECYCLING	DEMOLITION DEBRIS CONTAINER & HAUL	GMA - STREET	3,559.72
132370	UNIVAR USA INC	SODIUM HYPOCHLORITE	WATER QUAL TREATMENT	1,298.57
132371	URBAN FOREST SERVICE	CONSULTING FEES	FORESTRY MAINTENANCE	371.46
	URBAN FOREST SERVICE	RISK ASSESSMENT	FORESTRY MAINTENANCE	458.96
132372	US TENNIS ASSOC	MEMBERSHIP DUES	RECREATION SERVICES	35.00
132373	USDA-APHIS-WILDLIFE	INSPECTION SERVICE	STORM DRAINAGE	5,304.91
132374	VAN DAM'S ABBEY	FLOORING INSTALLATION	SOLID WASTE OPERATIONS	828.83
132375	WAAUDIOLOGY SRVCS	REVIEW BASELINE TESTING	PERSONNEL ADMINISTRATION	20.00
132376	WASTE MANAGEMENT	YARD WASTE AND RECYCLE SERVICE	RECYCLING OPERATION	129,006.10
132377	WESTERN SYSTEMS	BBS BATTERY REPLACEMENT	STREET LIGHTING	1,784.52
	WESTERN SYSTEMS	BATTERY ALPHCELLS	STREET LIGHTING	2,387.55
	WESTERN SYSTEMS	POWER MODULES, SWITCHES AND HARNESH	STREET LIGHTING	3,412.65
132378	WESTERN TRUCK	MARKER LIGHT ASSEMBLY	ER&R	180.43
	WESTERN TRUCK	REPAIR PARTS #J034	EQUIPMENT RENTAL	894.18
	WESTERN TRUCK	STEERING GEAR BOX/PUMP REPLACEMENT	EQUIPMENT RENTAL	4,838.31



DATE: 5/1/2019  
TIME: 8:39:21AM

**CITY OF MARYSVILLE  
INVOICE LIST**

PAGE: 7 33

**FOR INVOICES FROM 4/25/2019 TO 5/1/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
132379	WETLAND RESOURCES	ASSESSMENT	GMA-PARKS	6,437.25
132380	WIDE FORMAT COMPANY	MONTHLY BASE CHARGE KIP PRINTER	UTILADMIN	118.04
132381	ZUMAR INDUSTRIES	ARROW SIGNS	TRANSPORTATION	3,122.70
<b>WARRANT TOTAL:</b>				<b><u>1,432,384.73</u></b>

- REASON FOR VOIDS:**  
UNCLAIMED PROPERTY  
INITIATOR ERROR  
WRONG VENDOR  
CHECK LOST/DAMAGED  
STALE DATED

# *Index #3*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 13, 2019**

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 May 3, 2019 payroll in the amount \$1,758,494.07, paid by EFT Transactions and Check No.'s 32344 through 32372.

**COUNCIL ACTION:**

# *Index #4*

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

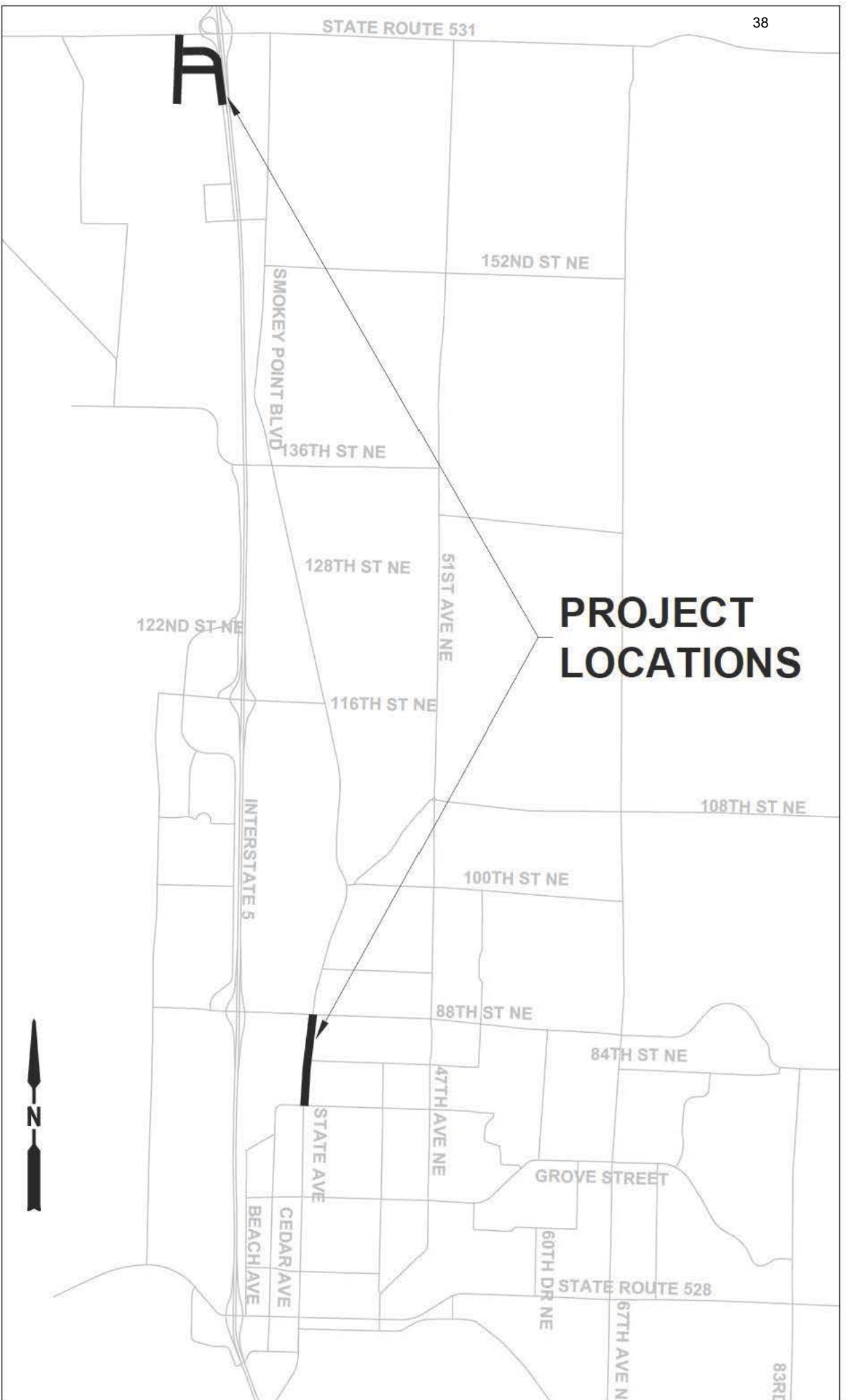
**CITY COUNCIL MEETING DATE: May 13, 2019**

<b>AGENDA ITEM:</b>	
Contract Award: 2019 Pavement Preservation Program	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Kyle Woods, Project Engineer	
<b>DEPARTMENT:</b>	
Engineering	
<b>ATTACHMENTS:</b>	
Certified Bid Tab, Vicinity Map	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
10200030.548000.TB904	\$ 1,573,808.00
<b>SUMMARY:</b>	
<p>The 2019 Pavement Preservation Program project involves approximately 40,000 Square Yards of asphalt pavement resurfacing at 2 locations: State Avenue from 80<sup>th</sup> ST NE to 88<sup>th</sup> ST NE and 27<sup>th</sup> AVE NE/Twin Lakes Avenue in the Lakewood Crossing Retail Plaza.</p> <p>This project is funded by the Transportation Benefit District.</p> <p>The project was advertised with an April 16, 2019 bid opening. The City received 3 bids as shown on the attached bid tabulation. The low bidder was Cadman Materials, Inc. at \$1,422,192.00. The engineer's estimate was \$1,446,787.78. References have been checked and found to be satisfactory.</p>	
Contract Bid:	\$1,422,192.00
<u>Management Reserve:</u>	<u>\$150,808.00</u>
Construction Total:	\$1,573,000.00

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign and execute the 2019 Pavement Preservation Program contract with Cadman Materials, Inc. in the amount of \$1,422,192.00 including Washington State Sales Tax and approve a management reserve of \$150,808.00 for a total allocation of \$1,573,000.00.

# PROJECT LOCATIONS



## VICINITY MAP

N.T.S.

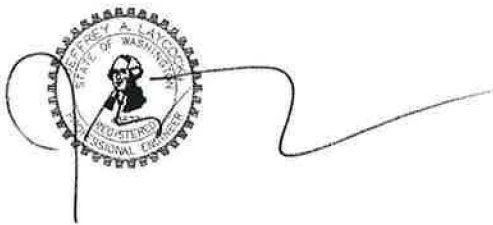


### 2019 Pavement Preservation Project 10220030.548000.TB904

Certified Bid Tab  
4/17/2019

Base Bid	Item	Description	Quantity	Units	Engineer's Estimate		CADMAN		LAKESIDE		GRANITE	
					Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
	1	MINOR CHANGES	EST	1	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
	2	SPCC PLAN	LS	1	\$750.00	\$750.00	\$1,725.00	\$1,725.00	\$500.00	\$500.00	\$500.00	\$500.00
	3	MOBILIZATION	LS	1	\$106,984.28	\$106,984.28	\$70,854.00	\$70,854.00	\$133,000.00	\$133,000.00	\$230,000.00	\$230,000.00
	4	RECORD DRAWINGS (MIN. BID \$2500)	LS	1	\$2,500.00	\$2,500.00	\$2,875.00	\$2,875.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
	5	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1	\$200,000.00	\$200,000.00	\$131,800.00	\$131,800.00	\$280,000.00	\$280,000.00	\$685,000.00	\$685,000.00
	6	SAWCUT	LF	2000	\$3.00	\$6,000.00	\$4.50	\$9,000.00	\$6.25	\$12,500.00	\$6.00	\$12,000.00
	7	REMOVAL OF CURB AND GUTTER	LF	970	\$4.00	\$3,880.00	\$35.00	\$33,950.00	\$70.00	\$67,900.00	\$25.00	\$24,250.00
	8	REMOVAL OF SIDEWALK	SY	650	\$11.00	\$7,150.00	\$20.00	\$13,000.00	\$70.00	\$45,500.00	\$90.00	\$58,500.00
	9	REMOVAL OF ASPHALT	SY	163	\$12.00	\$1,956.00	\$26.00	\$4,238.00	\$45.00	\$7,335.00	\$90.00	\$14,670.00
	10	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	\$4,000.00	\$4,000.00	\$3,150.00	\$3,150.00	\$37,000.00	\$37,000.00	\$2,000.00	\$2,000.00
	11	UNSUITABLE FOUNDATION EXCAVATION INCL. HAUL	CY	45	\$65.00	\$2,925.00	\$49.00	\$2,205.00	\$123.00	\$5,535.00	\$150.00	\$6,750.00
	12	CRUSHED SURFACING TOP COURSE	TON	165	\$50.00	\$8,250.00	\$67.00	\$11,055.00	\$65.00	\$10,725.00	\$35.00	\$5,775.00
	13	CRUSHED SURFACING BASE COURSE	TON	75	\$50.00	\$3,750.00	\$72.00	\$5,400.00	\$65.00	\$4,875.00	\$35.00	\$2,625.00
	14	PAVEMENT REPAIR EXCAVATION INCL. HAUL	SY	756	\$8.00	\$6,048.00	\$55.00	\$41,580.00	\$88.00	\$66,528.00	\$40.00	\$30,240.00
	15	PLANING BITUMINOUS PAVEMENT	SY	41600	\$3.50	\$145,600.00	\$3.50	\$145,600.00	\$4.25	\$176,800.00	\$6.00	\$249,600.00
	16	HMA CL 1/2 IN PG 64-22	TON	6050	\$83.00	\$502,150.00	\$87.00	\$526,350.00	\$104.00	\$629,200.00	\$99.00	\$598,950.00
	17	ADJUST MANHOLE	EACH	43	\$550.00	\$23,650.00	\$575.00	\$24,725.00	\$350.00	\$15,050.00	\$900.00	\$38,700.00
	18	ADJUST CATCH BASIN	EACH	61	\$550.00	\$33,550.00	\$575.00	\$35,075.00	\$350.00	\$21,350.00	\$100.00	\$6,100.00
	19	ADJUST WATER VALVE	EACH	53	\$400.00	\$21,200.00	\$420.00	\$22,260.00	\$275.00	\$14,575.00	\$600.00	\$31,800.00
	20	REPLACE CATCH BASIN FRAME AND GRATE	EACH	46	\$1,500.00	\$69,000.00	\$488.00	\$22,448.00	\$700.00	\$32,200.00	\$1,100.00	\$50,600.00
	21	PROPERTY RESTORATION	LS	1	\$3,000.00	\$3,000.00	\$5,750.00	\$5,750.00	\$4,000.00	\$4,000.00	\$6,000.00	\$6,000.00
	22	CEMENT CONC. PEDESTRIAN CURB	LF	112	\$30.00	\$3,360.00	\$36.00	\$4,032.00	\$55.00	\$6,160.00	\$45.00	\$5,040.00
	23	CEMENT CONC. TRAFFIC CURB AND GUTTER	LF	970	\$35.00	\$33,950.00	\$38.00	\$36,860.00	\$55.00	\$53,350.00	\$48.00	\$46,560.00
	24	PRECAST DUAL FACED MOUNTABLE CURB	LF	233	\$40.00	\$9,320.00	\$35.00	\$8,155.00	\$39.00	\$9,087.00	\$37.00	\$8,621.00
	25	FENCE - BLACK VINYL 4'	LF	10	\$225.00	\$2,250.00	\$98.00	\$980.00	\$250.00	\$2,500.00	\$150.00	\$1,500.00
	26	ADJUST MONUMENT CASE AND COVER	EACH	12	\$350.00	\$4,200.00	\$420.00	\$5,040.00	\$250.00	\$3,000.00	\$600.00	\$7,200.00
	27	REPLACE MONUMENT CASE AND COVER	EACH	2	\$1,000.00	\$2,000.00	\$212.00	\$424.00	\$300.00	\$600.00	\$2,000.00	\$4,000.00
	28	CEMENT CONC. SIDEWALK	SY	550	\$40.00	\$22,000.00	\$60.00	\$33,000.00	\$85.00	\$46,750.00	\$70.00	\$38,500.00
	29	DETECTABLE WARNING SURFACE	SF	80	\$50.00	\$4,000.00	\$21.00	\$1,680.00	\$30.00	\$2,400.00	\$25.00	\$2,000.00
	30	CEMENT CONC. CURB RAMP TYPE PERPENDICULAR	EACH	2	\$3,500.00	\$7,000.00	\$1,115.00	\$2,230.00	\$1,800.00	\$3,600.00	\$1,500.00	\$3,000.00
	31	CEMENT CONC. CURB RAMP TYPE PARALLEL	EACH	6	\$3,500.00	\$21,000.00	\$1,300.00	\$7,800.00	\$2,000.00	\$12,000.00	\$2,000.00	\$12,000.00
	32	TRAFFIC SIGNAL SYSTEM	LS	1	\$10,000.00	\$10,000.00	\$23,000.00	\$23,000.00	\$25,500.00	\$25,500.00	\$35,000.00	\$35,000.00
	33	REPLACE TRAFFIC LOOP	EACH	16	\$800.00	\$12,800.00	\$1,000.00	\$16,000.00	\$1,050.00	\$16,800.00	\$1,500.00	\$24,000.00
	34	REPLACE JUNCTION BOX, Type 1	EACH	5	\$700.00	\$3,500.00	\$750.00	\$3,750.00	\$825.00	\$4,125.00	\$1,000.00	\$5,000.00
	35	REPLACE JUNCTION BOX, Type 2	EACH	3	\$900.00	\$2,700.00	\$1,035.00	\$3,105.00	\$1,150.00	\$3,450.00	\$1,100.00	\$3,300.00
	36	PERMANENT SIGNING	LS	1	\$4,000.00	\$4,000.00	\$4,600.00	\$4,600.00	\$4,500.00	\$4,500.00	\$12,000.00	\$12,000.00
	37	PROFIED PLASTIC LINE	LF	28424	\$3.00	\$85,272.00	\$2.50	\$71,060.00	\$2.25	\$63,954.00	\$3.00	\$85,272.00
	38	PROFIED PLASTIC WIDE LINE	LF	2290	\$5.25	\$12,022.50	\$6.60	\$15,114.00	\$4.50	\$10,305.00	\$8.00	\$18,320.00
	39	PLASTIC STOP LINE	LF	228	\$12.00	\$2,736.00	\$23.00	\$5,244.00	\$19.00	\$4,332.00	\$25.00	\$5,700.00
	40	PLASTIC CROSSWALK	SF	1712	\$7.00	\$11,984.00	\$14.00	\$23,968.00	\$10.00	\$17,120.00	\$15.00	\$25,680.00
	41	PLASTIC TRAFFIC ARROW	EACH	69	\$150.00	\$10,350.00	\$190.00	\$13,110.00	\$240.00	\$16,560.00	\$200.00	\$13,800.00
						<b>Total</b>	<b>\$1,446,787.78</b>	<b>\$1,422,192.00</b>	<b>\$1,903,166.00</b>	<b>\$2,443,053.00</b>		

Apprent Low Bid

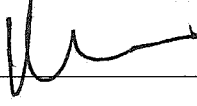


# *Index #5*



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

**CITY COUNCIL MEETING DATE: May 13, 2019**

<b>AGENDA ITEM:</b>							
Contract Award – 1 <sup>st</sup> Street Bypass Project							
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>						
Steven Miller							
<b>DEPARTMENT:</b>							
Public Works (Engineering)							
<b>ATTACHMENTS:</b>							
Certified Bid Tabulation Contract							
<b>BUDGET CODE: 30500030.563000, R0901</b>	<b>AMOUNT: \$13,594,903</b>						
<b>SUMMARY:</b>							
<p>This project will build a new arterial roadway between State Avenue and 47<sup>th</sup> Avenue, widening the existing (2) lanes between State and Alder to (5) lanes, and building a new (2) lane bypass roadway between Alder and 47<sup>th</sup>. With the completion of WSDOT's new SR529 ramp and peak use shoulder lane project in 2022, the new roadway will allow commuters to access I-5, while bypassing congestion on 4<sup>th</sup> Street, and the BNSF railway crossing. The roadway will include a wide shared use path, new lighting, low impact development storm drainage, and other improvements. The design for this project was approved by Council on February 13, 2017 and was completed in early March, and was advertised for construction services on March 19.</p> <p>Construction bids were received on April 16. A total of (5) bids were received and publicly read aloud. The low bid of \$12,947,526.86 was from Scarsella Bros., Inc., a general contractor from Kent, WA. The Engineer's Estimate for the project was \$11,623,044. The low bid is 11% above the Engineer's Estimate.</p> <p>Staff have reviewed the bid documents and have determined that Scarsella's bid is responsive and that Scarsella is the lowest responsible bidder. Staff therefore recommends that the Contract be awarded to Scarsella in the amount of \$12,947,526.86, which includes sales tax. Staff also recommends that Council authorize a 5.0% Management Reserve as noted below, which would allow the City to administer the project and to evaluate conditions and execute changes that may be necessary to complete the work.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 40%;">Contract Bid (Includes Sales Tax):</td> <td style="text-align: right;">\$12,947,526.86</td> </tr> <tr> <td>Management Reserve:</td> <td style="text-align: right;"><u>\$ 647,376.34</u></td> </tr> <tr> <td>Total Allocation:</td> <td style="text-align: right;">\$13,594,903.20</td> </tr> </table>		Contract Bid (Includes Sales Tax):	\$12,947,526.86	Management Reserve:	<u>\$ 647,376.34</u>	Total Allocation:	\$13,594,903.20
Contract Bid (Includes Sales Tax):	\$12,947,526.86						
Management Reserve:	<u>\$ 647,376.34</u>						
Total Allocation:	\$13,594,903.20						

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign and execute the attached contract with Scarsella Bros., Inc., in the amount of \$12,947,526.86 including Washington State Sales Tax and approve a management reserve of \$647,376.34, for a total allocation of **\$13,594,903**.

BID SCHEDULE A - CITY OF MARYSVILLE

Table with columns: Item No, Plan Quantity, Description, Unit, ENGINEER'S ESTIMATE (Unit Cost, Total Amount), SRV CONSTRUCTION (Unit Cost, Total Amount), ROADTE CONSTRUCTION (Unit Cost, Total Amount), SCARSELLA (Unit Cost, Total Amount), GRANITE CONSTRUCTION COMPANY (Unit Cost, Total Amount), TAYLOR'S EXCAVATORS (Unit Cost, Total Amount). Rows include items like MINOR CHANGE, STRUCTURE SURVEYING, ROADWAY SURVEYING, ADA FEATURES SURVEYING, RECORD DRAWINGS, SPCC PLAN, TYPE B PROGRESS SCHEDULE, MOBILIZATION, TRAFFIC CONTROL, PEDESTRIAN TRAFFIC CONTROL, PROJECT TEMPORARY TRAFFIC CONTROL, CLEARING AND GRUBBING, ROADSIDE CLEANUP, REMOVAL OF STRUCTURES, REMOVING CEMENT CONC PAVEMENT, REMOVING CEMENT CONC SIDEWALK, REMOVING CEMENT CONC CURB AND GUTTER, REMOVING ASPHALT CONC PAVEMENT, REMOVING PLASTIC LINE, REMOVING PLASTIC CROSS MARKING, ROADWAY EXCAVATION INCL HAUL, GRAVEL BORROW INCL HAUL, SURCHARGE BACKFILL, SETTLEMENT MONITORING - SURVEY, WATER, UNSUITABLE FOUNDATION EXCAVATION INCL HAUL, STONE COLUMN GROUND IMPROVEMENT, CONSTRUCTION GEOGRID FOR GROUND IMPROVEMENT, CRUSHED SURFACING BASE COURSE, CRUSHED SURFACING TOP COURSE, PLANING BITUMINOUS PAVEMENT, HMA FOR PAVEMENT REPAIR CL. 1/2 IN PG 58H-22, HMA CL 1/2 IN PG 58H-22, HMA FOR APPROACH CL 1/2 IN PG 58H-22, HMA FOR OVERLAY CL. 1/2" PG 58H-22, HMA SAWCUT AND SEAL, TEXTURED AND PIGMENTED CEMENT CONC, WORK ACCESS, EPOXY-COATED ST. REINF. BAR FOR CIP CONCRETE SLAB, ST. REINF. BAR FOR CIP CONCRETE SLAB, CONC CLASS 4000 FOR CIP CONCRETE SLAB, PRECAST SLAB PANEL, ELASTOMERIC BEARING PAD, STRUCTURAL CARBON STEEL, BRIDGE RAILING TYPE BP, PEDESTRIAN BARRIER, SEW PEDESTRIAN BARRIER, GRAVEL BACKFILL FOR DRAIN, STRUCTURAL EARTH WALL, GRAVEL BORROW FOR STRUCTURAL EARTH WALL INCL HAUL, TEMPORARY ECOLOGY BLOCK, FURNISH STEEL SHEET PILING, INSTALL STEEL SHEET PILING, CONCRETE TRANSITION SLAB, UNDERDRAIN PIPE 6 IN DIAM, STRUCTURE EXCAVATION CLASS B INCL HAUL, INFILTRATION CELL WITH GRAVEL UNDERDRAIN, INFILTRATION CELL, POLYPROPYLENE STORM SEWER PIPE 8 IN DIAM, POLYPROPYLENE STORM SEWER PIPE 12 IN DIAM, HIGH-DENSITY POLYETHYLENE (HDPE) PIPE 8 IN DIAM, HIGH-DENSITY POLYETHYLENE (HDPE) PIPE 12 IN DIAM, HIGH-DENSITY POLYETHYLENE (HDPE) PIPE 15 IN DIAM, HIGH-DENSITY POLYETHYLENE (HDPE) PIPE 18 IN DIAM, HIGH-DENSITY POLYETHYLENE (HDPE) PIPE 24 IN DIAM, SHORING OR EXTRA EXCAVATION TRENCH, SOLID WALL PVC STORM SEWER PIPE 4 IN DIAM, TESTING STORM SEWER PIPE.



Item No	Plan Quantity	Description	Unit	Unit Cost	Total Amount	Unit Cost	Total Amount	Unit Cost	Total Amount	Unit Cost	Total Amount	Unit Cost	Total Amount	Unit Cost	Total Amount
157A	3	MAILBOX RELOCATION	E/A	\$700.00	\$2,100	\$450.00	\$1,350.00	\$185.00	\$555.00	\$500.00	\$1,500.00	\$500.00	\$1,500.00	\$250.00	\$750.00
158A	800	6 FT WOOD FENCE	L.F	\$35.00	\$28,000	\$50.00	\$40,000.00	\$58.00	\$46,400.00	\$47.00	\$37,600.00	\$51.00	\$40,800.00	\$51.00	\$40,800.00
159A	1	DECORATIVE ILLUMINATION SYSTEM	L.S	\$465,000.00	\$465,000	\$754,700.00	\$754,700.00	\$725,000.00	\$725,000.00	\$637,500.00	\$637,500.00	\$800,000.00	\$800,000.00	\$750,000.00	\$750,000.00
160A	1	TRAFFIC SIGNAL SYSTEM - 1ST STREET AND STATE AVE	L.S	\$510,000.00	\$510,000	\$546,000.00	\$546,000.00	\$525,000.00	\$525,000.00	\$462,500.00	\$462,500.00	\$600,000.00	\$600,000.00	\$540,000.00	\$540,000.00
161A	1	TRAFFIC SIGNAL SYSTEM - 1ST STREET AND ALDER AVE	L.S	\$440,000.00	\$440,000	\$480,625.00	\$480,625.00	\$450,000.00	\$450,000.00	\$386,500.00	\$386,500.00	\$500,000.00	\$500,000.00	\$490,000.00	\$490,000.00
162A	1	TRAFFIC SIGNAL SYSTEM MODIFICATIONS - 3RD STREET AND 4TH AVE	L.S	\$39,000.00	\$39,000	\$43,650.00	\$43,650.00	\$32,000.00	\$32,000.00	\$28,700.00	\$28,700.00	\$75,000.00	\$75,000.00	\$55,000.00	\$55,000.00
163A	1	TRAFFIC SIGNAL SYSTEM MODIFICATIONS - 4TH STREET AND 4TH AVE	L.S	\$5,140.00	\$5,140	\$6,650.00	\$6,650.00	\$75,000.00	\$75,000.00	\$6,500.00	\$6,500.00	\$35,000.00	\$35,000.00	\$15,000.00	\$15,000.00
164A	1	TRAFFIC SIGNAL SYSTEM MODIFICATIONS - 1ST STREET AND STATE AVE	L.S	\$100,000.00	\$100,000	\$104,000.00	\$104,000.00	\$110,000.00	\$110,000.00	\$100,000.00	\$100,000.00	\$145,000.00	\$145,000.00	\$120,000.00	\$120,000.00
165A	1	INTERCONNECT SYSTEM, COMPLETE	L.S	\$195,000.00	\$195,000	\$165,850.00	\$165,850.00	\$177,500.00	\$177,500.00	\$156,000.00	\$156,000.00	\$200,000.00	\$200,000.00	\$180,000.00	\$180,000.00
166A	1	PERMANENT SIGNING	L.S	\$25,000.00	\$25,000	\$22,500.00	\$22,500.00	\$20,000.00	\$20,000.00	\$22,077.00	\$22,077.00	\$25,000.00	\$25,000.00	\$23,000.00	\$23,000.00
167A	90	PAINT LINE	L.F	\$1.00	\$90	\$13.75	\$1,237.50	\$4.50	\$405.00	\$4.00	\$360.00	\$4.50	\$405.00	\$15.00	\$1,350.00
168A	9,480	PLASTIC LINE	L.F	\$2.50	\$23,700	\$1.70	\$16,116.00	\$2.25	\$21,330.00	\$2.10	\$19,908.00	\$2.40	\$22,752.00	\$2.00	\$18,960.00
169A	5,203	PLASTIC WIDE LANE LINE	L.F	\$5.50	\$28,617	\$3.30	\$17,169.90	\$3.75	\$19,511.25	\$3.50	\$18,210.50	\$4.00	\$20,812.00	\$3.50	\$18,210.50
170A	48	PLASTIC TRAFFIC ARROW	E/A	\$150.00	\$7,200	\$99.00	\$4,752.00	\$150.00	\$7,200.00	\$135.00	\$6,480.00	\$154.00	\$7,392.00	\$110.00	\$5,280.00
171A	1,990	PLASTIC CROSSWALK LINE	S.F	\$7.00	\$13,930	\$5.50	\$10,945.00	\$7.25	\$14,427.50	\$6.50	\$12,935.00	\$7.50	\$14,925.00	\$8.00	\$15,920.00
172A	501	PLASTIC STOP LINE	L.F	\$11.00	\$5,511	\$7.50	\$3,757.50	\$8.50	\$4,258.50	\$7.50	\$3,757.50	\$8.50	\$4,258.50	\$9.00	\$4,509.00
173A	1	PAINTED ACCESS PARKING SPACE SYMBOL	E/A	\$100.00	\$100	\$135.00	\$135.00	\$275.00	\$275.00	\$300.00	\$300.00	\$113.00	\$113.00	\$150.00	\$150.00
174A	23	PLASTIC BICYCLE LANE SYMBOL	E/A	\$200.00	\$4,600	\$366.00	\$8,418.00	\$275.00	\$6,325.00	\$250.00	\$5,750.00	\$284.00	\$6,532.00	\$400.00	\$9,200.00
175A	1,200	TEMPORARY PAVEMENT MARKING - SHORT DURATION	L.F	\$0.50	\$600	\$1.00	\$1,200.00	\$0.15	\$180.00	\$0.12	\$144.00	\$0.15	\$180.00	\$5.00	\$6,000.00
176A	8,492	STRUCTURAL EARTH WALL 1A	S.F	\$30.00	\$254,760	\$35.20	\$298,918.40	\$42.00	\$356,664.00	\$22.15	\$188,097.80	\$50.00	\$424,600.00	\$32.00	\$271,744.00
177A	240	GRAVITY BLOCK WALL	S.F	\$35.00	\$8,400	\$41.50	\$9,960.00	\$45.00	\$10,800.00	\$38.50	\$9,240.00	\$25.00	\$6,000.00	\$52.00	\$12,480.00

SUBTOTAL BID SCHEDULE A **\$11,226,544** **\$12,669,317.20** **\$15,854,529.70** **\$12,527,249.94** **\$14,898,340.50** **\$14,027,911.50**

**BID SCHEDULE B - WATER MAIN - CITY OF MARYSVILLE**

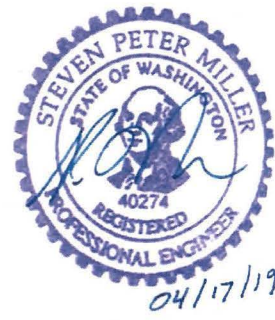
Item No	Plan Quantity	Description	Unit	Unit Cost	Total Amount	Unit Cost	Total Amount	Unit Cost	Total Amount	Unit Cost	Total Amount	Unit Cost	Total Amount	Unit Cost	Total Amount
B1	100	GRAVEL BORROW FOR TRENCH BACKFILL, INCL. HAUL	TON	\$25.00	\$2,500	\$35.00	\$3,500.00	\$25.00	\$2,500.00	\$13.55	\$1,355.00	\$34.00	\$3,400.00	\$22.00	\$2,200.00
B2	5	CONNECTION TO EXISTING 8 IN DIAM MAIN	E/A	\$1,200.00	\$6,000	\$2,250.00	\$11,250.00	\$900.00	\$4,500.00	\$2,555.00	\$12,775.00	\$2,300.00	\$11,500.00	\$3,500.00	\$17,500.00
B3	4	CONNECTION TO EXISTING 12 IN DIAM MAIN	E/A	\$1,500.00	\$6,000	\$2,360.00	\$9,440.00	\$1,100.00	\$4,400.00	\$2,650.00	\$10,600.00	\$3,200.00	\$12,800.00	\$4,500.00	\$18,000.00
B4	100	EXTRA TRENCH EXCAVATION	C.Y	\$35.00	\$3,500	\$35.50	\$3,550.00	\$95.00	\$9,500.00	\$25.00	\$2,500.00	\$14.00	\$1,400.00	\$26.00	\$2,600.00
B5	100	REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL	C.Y	\$60.00	\$6,000	\$15.25	\$1,525.00	\$95.00	\$9,500.00	\$50.00	\$5,000.00	\$63.00	\$6,300.00	\$26.00	\$2,600.00
B6	194	DUCTILE IRON PIPE FOR WATER MAIN 6 IN DIAM	L.F	\$60.00	\$11,640	\$51.00	\$9,894.00	\$45.00	\$8,730.00	\$81.35	\$15,781.90	\$55.00	\$10,670.00	\$35.00	\$6,790.00
B7	79	DUCTILE IRON W/RESTRAINED JOINT PIPE FOR WATER MAIN 8 IN DIAM	L.F	\$70.00	\$5,530	\$61.50	\$4,858.50	\$70.00	\$5,530.00	\$94.25	\$7,445.75	\$68.00	\$5,372.00	\$55.00	\$4,345.00
B8	901	DUCTILE IRON W/RESTRAINED JOINT PIPE FOR WATER MAIN 12 IN DIAM	L.F	\$90.00	\$81,090	\$80.00	\$72,080.00	\$100.00	\$90,100.00	\$84.80	\$76,404.80	\$107.00	\$96,407.00	\$100.00	\$90,100.00
B9	1,545	DUCTILE IRON PIPE FOR WATER MAIN 12 IN DIAM	L.F	\$80.00	\$123,600	\$73.60	\$113,712.00	\$85.00	\$131,325.00	\$77.30	\$119,428.50	\$109.00	\$168,405.00	\$100.00	\$154,500.00
B10	13,603	SHORING OR EXTRA EXCAVATION TRENCH	S.F	\$1.00	\$13,603	\$0.55	\$7,481.65	\$0.25	\$3,400.75	\$0.30	\$4,080.90	\$2.00	\$27,206.00	\$0.25	\$3,400.75
B11	2	COMB AIR RELEASE/AIR VACUUM VALVE ASSEMBLY 2 IN	E/A	\$3,500.00	\$7,000	\$3,500.00	\$7,000.00	\$3,000.00	\$6,000.00	\$5,000.00	\$10,000.00	\$5,200.00	\$10,400.00	\$4,500.00	\$9,000.00
B12	1	GATE VALVE 8 IN	E/A	\$1,500.00	\$1,500	\$1,400.00	\$1,400.00	\$2,000.00	\$2,000.00	\$1,605.00	\$1,605.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00
B13	12	GATE VALVE 12 IN	E/A	\$1,800.00	\$21,600	\$2,175.00	\$26,100.00	\$3,000.00	\$36,000.00	\$2,735.00	\$32,820.00	\$3,000.00	\$36,000.00	\$3,000.00	\$36,000.00
B14	7	HYDRANT ASSEMBLY	E/A	\$4,000.00	\$28,000	\$4,800.00	\$33,600.00	\$5,500.00	\$38,500.00	\$5,000.00	\$35,000.00	\$5,500.00	\$38,500.00	\$4,000.00	\$28,000.00
B15	11	SERVICE CONNECTION 1 IN DIAM	E/A	\$2,200.00	\$24,200	\$1,825.00	\$20,075.00	\$2,200.00	\$24,200.00	\$1,970.00	\$21,670.00	\$2,700.00	\$29,700.00	\$3,500.00	\$38,500.00
B16	6	SERVICE CONNECTION 1-1/2 IN DIAM	E/A	\$2,500.00	\$15,000	\$3,400.00	\$20,400.00	\$3,500.00	\$21,000.00	\$3,675.00	\$22,050.00	\$3,800.00	\$22,800.00	\$3,000.00	\$18,000.00
B17	6,000	REROUTE 1.5 IN WATER SERVICE LINE	EST	\$1.00	\$6,000	\$1.00	\$6,000.00	\$1.00	\$6,000.00	\$1.00	\$6,000.00	\$1.00	\$6,000.00	\$1.00	\$6,000.00

SUBTOTAL BID SCHEDULE B **\$362,763** **\$351,866.15** **\$403,185.75** **\$384,516.85** **\$488,800.00** **\$442,535.75**  
 SALES TAX BID SCHEDULE B @ 9.3% **\$33,737** **\$32,723.55** **\$37,496.27** **\$35,760.07** **\$45,463.98** **\$41,155.82**  
 SUBTOTAL BID SCHEDULE B INCL. TAX **\$396,500** **\$384,589.70** **\$440,682.02** **\$420,276.92** **\$534,263.98** **\$483,691.57**

APPARENT LOW BID

TOTAL BID (BID SCHEDULE A + B) **\$11,623,044** **\$13,053,906.90** **\$16,295,211.72** **\$12,947,526.86** **\$15,432,664.48** **\$14,511,603.07**

Notes:  
 1. Highlighted cells contain a corrected calculated value from original bid document.



## PUBLIC WORKS CONTRACT

**THIS PUBLIC WORKS CONTRACT** (the “Contract”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (the “City”) and Scarsella Bros., Inc., a corporation, organized under the laws of the State of Washington, located and doing business at 8404 S. 196<sup>th</sup> Street, Kent, WA 98031, (the “Contractor”).

WITNESSETH:

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

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

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

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

**1<sup>st</sup> Street Bypass Project – Project No. 30500030.563000.R0901**

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

- A. This Contract;
- B. The Call for Bids, Information for Bidders, and Bidder’s Checklist;
- C. 2018 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction as modified by all amendments thereto as of the date of the Contractor’s bid
- D. Prevailing Wage Rates
- E. Special Provisions
- F. Construction Plans
- G. Standard Plans
- H. Appendices
- I. All provisions required by law whether set forth and reproduced herein or not.

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

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

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

- II. TIME FOR COMPLETION & LIQUIDATED DAMAGES.** Substantial completion shall be achieved within three hundred (300) working days of the effective date of the Notice to Proceed. If said work is not completed within the time specified, the Contractor agrees to pay the City liquidated as provided in Section 1-08.9 of the Standard Specifications.
- III. COMPENSATION AND METHOD OF PAYMENT.** The lump sum/total itemized amount of the Contract is Twelve Million and Nine Hundred and Forty-seven Thousand and Five Hundred and Twenty-six dollars and Eighty-six cents (**\$12,947,526.86**) including Washington State Sales Tax. The total Project cost includes all costs associated with the Project work, including, but not limited to labor, materials, overhead, and administrative, permit, and regulatory costs, unless otherwise agreed in writing. The Project cost is based on the proposal/bid submitted by the Contractor dated April 16, 2019. The basis for final payment will be the actual amount of work performed according to the Contract Documents and payments, whether partial or final, shall be made as specified therein.
- IV. ATTORNEY FEES.** Should either the City or the Contractor commence any legal action relating to the provisions of this Contract, or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses and reasonable attorney fees.
- V. INDEMNIFICATION.** In addition to any other obligations contained in the Contract Documents,
- A. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.
  - B. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.
  - C. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as

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

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

**VI. CONTRACT ADMINISTRATION.**

This Contract shall be administered by \_\_\_\_\_ (Contractor Representative) on behalf of the Contractor and by Steven Miller, P.E. on behalf of the City. Any written notices required by the terms of this Contract shall be served or mailed to the following addresses:

<u>Contractor:</u> _____ _____ _____	<u>City:</u> City of Marysville Public Works -- Attn: Steven Miller 80 Columbia Ave Marysville, WA 98270
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**VII. PREVAILING WAGES.** The Contractor shall comply with all state and federal laws relating to the employment of labor and wage rates to be paid.

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

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

CITY OF MARYSVILLE

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

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

\_\_\_\_\_ (CONTRACTOR)

By: \_\_\_\_\_  
\_\_\_\_\_ (Name)

Its: \_\_\_\_\_

Attested/Authenticated:

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

Approved as to form:

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



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

Bond No. \_\_\_\_\_

The City of Marysville, Washington (the "City"), has awarded to Scarsella Bros., Inc. (the "Principal"), a contract for the construction of the project designated as 1<sup>st</sup> Street Bypass, Project No. 30500030.563000.R0901, in Marysville, Washington (the "Contract"), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

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

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

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

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

Principal

Surety

\_\_\_\_\_  
Principal Signature                                      Date

\_\_\_\_\_  
Surety Signature                                      Date

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Bond No. \_\_\_\_\_

The City of Marysville, Washington (the "City"), has awarded to Scarsella Bros., Inc. (the "Principal"), a contract for the construction of the project designated as 1<sup>st</sup> Street Bypass, Project No. 30500030.563000.R0901, in Marysville, Washington (the "Contract"), and said Principal is required under the terms of that Contract to furnish a payment bond in accordance with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

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

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

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

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

Principal

Surety

\_\_\_\_\_  
Principal Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Surety Signature

\_\_\_\_\_  
Date

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

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

Select one:

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

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

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

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

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

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

Contractor

\_\_\_\_\_  
Contractor's Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

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

_____ <b>Contractor</b>  Signature: _____ Name: _____ Title: _____ Address: _____ _____ Date: _____	<b>Agency: City of Marysville</b>  Signature: _____ Name: _____ Title: _____ Address: _____ _____ Date: _____
---	--

\_\_\_\_\_

**Bank**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_



<b>Project</b>	1 <sup>st</sup> Street Bypass
<b>Contractor</b>	Scarsella Bros., Inc.
<b>Bank</b>	

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

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

### **RETAINAGE ESCROW AGREEMENT AND INSTRUCTIONS**

1. **Escrow Agreement.** The Contractor on a public improvement project for the City exercised its option pursuant to RCW 60.28.011 (1994) to place Retainage in escrow with the Bank. This Agreement constitutes both the escrow agreement between the City and Contractor and instructions to the Bank for handling of the Escrow Account. This Agreement is not effective until (a) the Agreement has been signed by the Contractor, Bank and City and (b) Contractor, Bank and City have entered the appropriate information in Exhibit A.

2. **Check Issuance, Endorsement, and Deposit.** From time to time, the City will issue a Check payable to the Bank and Contractor jointly. Contractor expressly authorizes and grants the power to the Bank to endorse the check on its behalf, to negotiate the check, collect the funds represented by the Check, and to deposit the funds so collected into the Escrow Account. These powers shall be deemed to be powers coupled with an interest and shall be irrevocable during the term of this escrow.

3. **Investment of Funds.** Funds and cash balances in the Escrow Account may be invested in Eligible Securities at the direction of the Contractor. For purchase of Eligible Securities, the Bank may follow the last written direction it received from the Contractor, provided such direction provides for investment in Eligible Securities. The Bank shall not invest any funds, cash balances, or proceeds of sale of Eligible Securities in any securities, bonds or accounts that are not Eligible Securities. Eligible Securities purchased pursuant to this Agreement shall be held by the Bank as custodian as part of this escrow. Eligible Securities shall be held in the Bank's name. Interest on the purchased Eligible Securities, if any, shall be paid to Contractor when, as and if any accrued interest is received by the Bank.

4. **Eligible Securities.** The following securities are deemed Eligible Securities, and the Bank may invest funds and cash balances in such securities at the direction of Contractor without further approval of the City, provided that any maturity dates are no later than twenty-five (25) calendar days after the Completion Date and provided they are held in a manner and form that

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

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

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

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

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

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

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

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

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

## **10. *Definitions***

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

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

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

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

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

"*Contractor*" shall mean the undersigned contractor.

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

"*Eligible Securities*" are those bonds and securities identified in the paragraph 4 above.

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

11. **Miscellaneous.**

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

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

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

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

<p>AGREED AND ACCEPTED this the ___ day of _____, 20__.</p> <p>_____</p> <p>CONTRACTOR</p> <p>By: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Address: _____</p> <p>City: _____</p> <p>State: _____ Zip: _____</p> <p>Tax ID #: _____</p>	<p>AGREED AND ACCEPTED this the ___ day of _____, 20__.</p> <p>CITY OF MARYSVILLE</p> <p>By: _____</p> <p>Jon Nehring, Mayor</p> <p>ATTEST:</p> <p>By: _____</p> <p>_____, Deputy City Clerk</p>
<p>AGREED AND ACCEPTED this the ___ day of _____, 20__.</p> <p>_____</p> <p>BANK</p> <p>By: _____</p> <p>Printed name: _____</p> <p>Its: _____</p>	<p>APPROVED AS TO FORM:</p> <p>By: _____</p> <p>Jon Walker, City Attorney</p>



## EXHIBIT A

***City Supplied Information.*** The City provides the following information:

Project	
<b>Project</b>	Name
	Work Order # (if applicable)
<b>Contractor</b>	
<b>Bank</b>	
<b>Completion Date</b>	

***Bank Supplied Information.*** Bank provides the following information:

Bank		
<b>Bank</b>	Name	
	Branch	
	Address/Phone	
	Contact Person/Account Officer	
<b>Escrow Account</b>	Account Name	
	Bank Account #	

***Contractor Supplied Information.*** Contractor provides the following information:

Contractor		
<b>Contractor</b>	Name	
	Address/Phone	
	Representative Authorized to Direct Investment	

**RETAINAGE BOND**

Bond No. \_\_\_\_\_

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

THE CONDITIONS OF THE ABOVE OBLIGATION ARE THAT:

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

Project Name: 1<sup>st</sup> Street Bypass

Contract Number: \_\_\_\_\_

And,

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

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

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

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

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

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

order. Upon any such Contract price increase, the amount of this bond automatically increases by an amount equal to five percent (5%) of the Contract price increase.

3. Until written release of this obligation by the City, this bond may not be terminated or canceled by the Principal or Surety for any reason. Any extension of time for the Principal's performance on the Contract, assignment of obligations under the Contract, or Contract alteration, amendment or change order shall not release the Surety from its obligation under this bond.

4. RCW Ch. 60.28 authorizes the City to substitute a retainage bond in lieu of earned retained funds and the Surety hereby waives any defense that this bond is void or otherwise not authorized by law.

5. Any claim or suit against the City to foreclose the liens provided for by RCW Chapter 60.28 shall be effective against the Principal and Surety and any judgment under RCW Chapter. 60.28 against the City shall be conclusive against the Principal and the Surety.

6. The laws of the State of Washington shall apply to the determination of the rights and obligations of the parties hereunder. Venue for any dispute or claim hereunder shall be the state courts of Washington in Snohomish County, Washington.

The City Attorney may, in his or her discretion, waive conditions of the bond as appropriate.

The bond must be duly executed by the contractor and a surety that is (1) authorized to do business as a surety in the State of Washington and (2) rated at least "A" or better and with a numerical rating of no less than seven (7) by A.M. Best Company. The bond must be accompanied by a fully executed Power of Attorney appointing the signer for the surety as the surety's attorney-in-fact.

Principal

Surety

\_\_\_\_\_  
Principal Signature                      Date  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Surety Signature                      Date  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED  
CITY OF MARYSVILLE

Approved as to Form

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

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

Date: \_\_\_\_\_


Date: \_\_\_\_\_



# *Index #6*

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

**CITY COUNCIL MEETING DATE: May 13, 2019**

<b>AGENDA ITEM:</b>	
Project Acceptance – Ebey Waterfront Trail Phase III	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Kyle Woods, Project Engineer	
<b>DEPARTMENT:</b>	
Engineering	
<b>ATTACHMENTS:</b>	
Notice of Physical Completion, Vicinity Map	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
31000076.563000.P1702	N/A
<b>SUMMARY:</b>	
<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>City Council awarded the project to Taylors Excavators, Inc. on September 1, 2018 in the amount of \$990,092.15 including a management reserve of \$100,00.00 for a total allocation of \$1,090,092.15. The project was completed at a cost of \$908,357.27, which was \$81,734.88 or 8.3 % under the original bid amount.</p>	
Construction Costs	\$908,357.27
<u>Department of Commerce (Capital Funds)</u>	<u>\$970,000.00</u>
Total Construction Cost to City	\$0

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to accept the Ebey Waterfront Trail Phase III project with Taylors Excavators 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

April 18, 2018

Taylor's Excavators Inc.  
3134 268<sup>th</sup> ST NW  
Stanwood, WA 98292

**Subject: Ebey Waterfront Trail Phase III – Notice of Physical Completion**

Dear Todd:

In accordance with Section 1-05.11(2) of the Special Provisions, this project was considered physically complete as of Thursday, April, 18, 2018. This notification does not constitute final acceptance. Recommendation for final acceptance will be sent to the City Council for approval at the first available council meeting.

Please submit the following items for project closeout:

1. Affidavits of Wages Paid
  - a. Tayex
  - b. Concrete sub
  - c. Fence sub
  - d. Landscaping sub
  - e. Any other subcontractors not listed

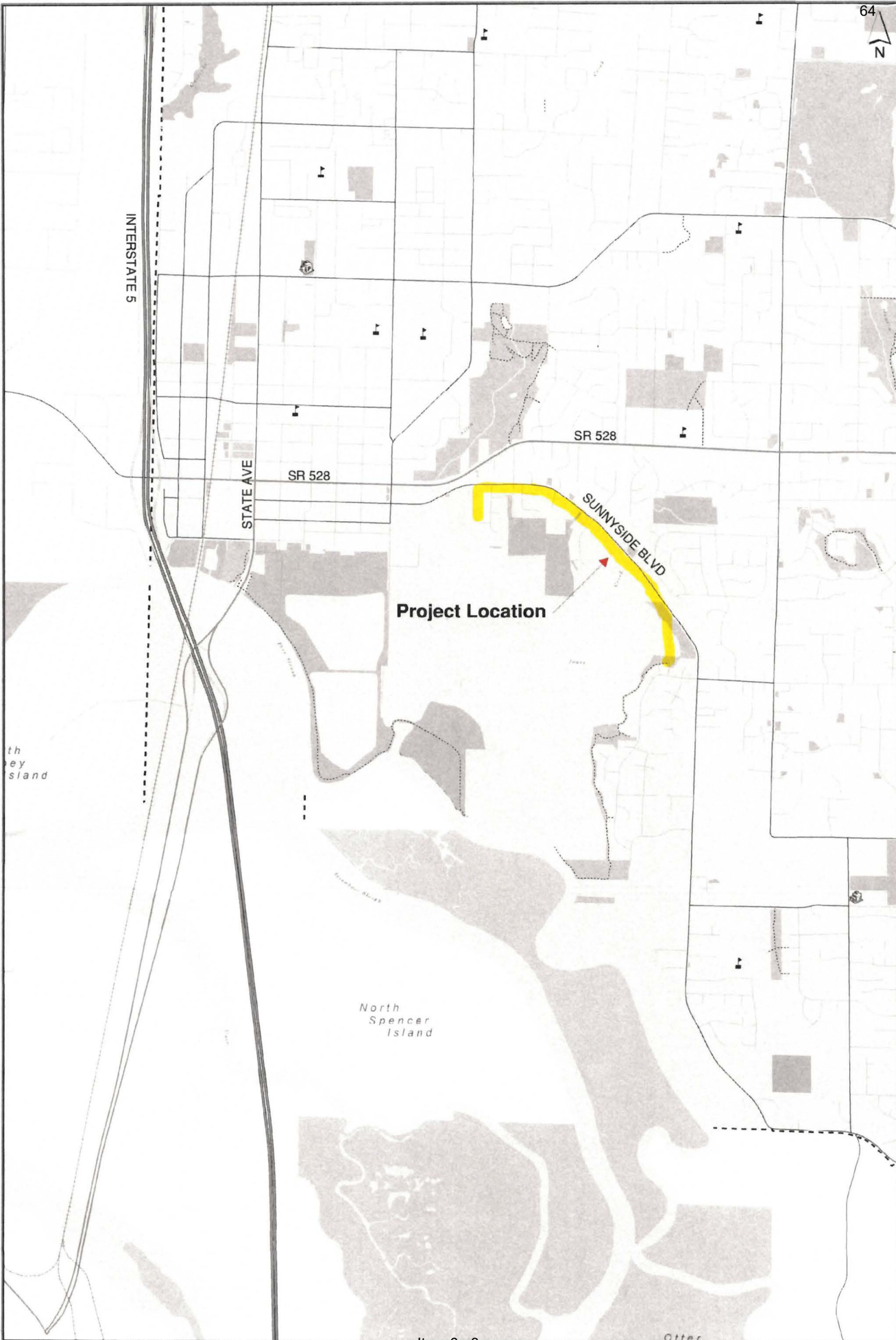
I will be issuing the "Notice of Completion of Public Works Contract" to LNI, DOR, and Employment Security.

It has been a pleasure working with Tayex on this project. I look forward to working with you on future projects with the City.

Best,

A handwritten signature in blue ink, appearing to read "Kyle Woods", is written over a light blue horizontal line.

Kyle Woods  
Project Engineer  
City of Marysville



**Project Location**

INTERSTATE 5

STATE AVE

SR 528

SR 528

SUNNYSIDE BLVD

th  
ey  
island

North  
Spencer  
Island


Otter



# *Index #7*

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

**CITY COUNCIL MEETING DATE: May 13, 2019**

<b>AGENDA ITEM:</b>	
Local Agency Federal Aid Project Prospectus and Local Agency Funding Agreement with WSDOT for the 2019 Citywide Highway Safety Improvement Project	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Jeff Laycock, City Engineer	
<b>DEPARTMENT:</b>	
Engineering	
<b>ATTACHMENTS:</b>	
Vicinity Map Local Agency Project Prospectus Local Agency Funding Agreement	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
30500030.563000, R1901	\$N/A
<b>SUMMARY:</b>	
<p>The City was awarded \$559,600 in federal funding from the WSDOT Highway Safety Improvement Program to construct safety improvements at various locations. On 64th St NE (SR 528), the project will change signal phasing at the intersections of 60<sup>th</sup> Dr NE and 67<sup>th</sup> Ave NE to allow a flashing yellow arrow. Radar speed feedback signs will be installed on SR 528 near 65<sup>th</sup> Dr NE. In addition, advanced signage will be installed in the westbound direction along SR 528 to warn drivers approaching the intersection of 67<sup>th</sup> Ave NE. At the intersection of 100th and 59th, the project will install pedestrian-actuated rectangular rapid flashing beacons, new sidewalk and upgrade ADA curb ramps. Along Smokey Point Blvd, the project will install high friction surface treatment and radar speed warning signs near 1400 block.</p> <p>Since this a federally funded project, the funds are administered through WSDOT and a Local Agency Agreement (agreement) and Project Prospectus (prospectus) is required in order to obligate funding. The agreement ensures that federal funds in the agreed upon amount are spent in accordance with all applicable laws and regulations. The prospectus serves as the support document for FHWA authorization of federal funds.</p> <p>At this time, the City is moving forward with authorization for the design and permitting phase only. Subsequent phases, including right-of-way and construction, will require a supplement to the local agency agreement.</p>	

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign and execute the Local Agency Federal Aid Project Prospectus and Local Agency Funding Agreement with WSDOT thereby securing funding for the 2019 Citywide Highway Safety Improvement Project.

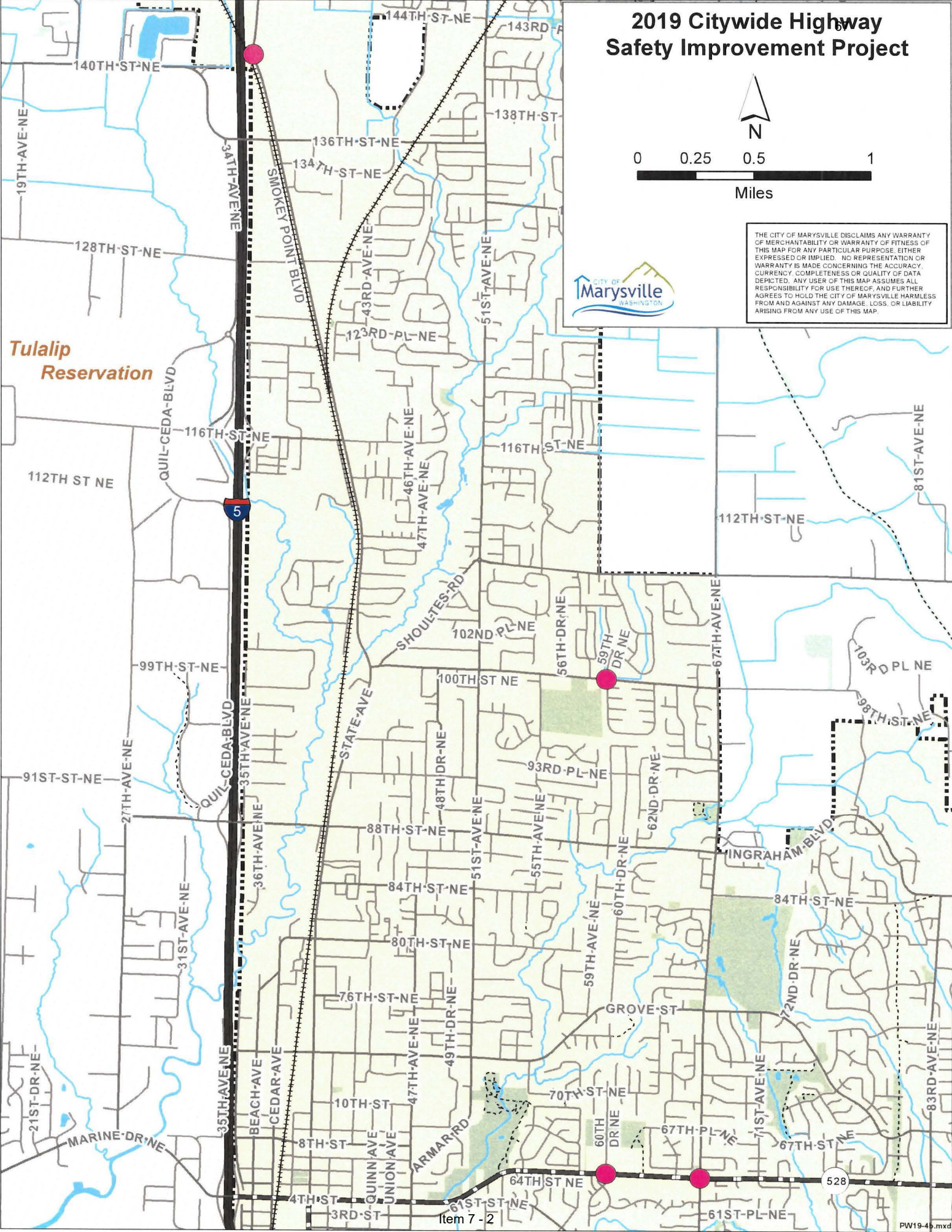
# 2019 Citywide Highway Safety Improvement Project



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



**Tulalip Reservation**





## Local Agency Federal Aid Project Prospectus

	Prefix	Route	( )		Date	March 29, 2019
Federal Aid Project Number					DUNS Number	076658673
Local Agency Project Number	R1901		( WSDOT Use Only )		Federal Employer Tax ID Number	91-6001459

Agency City of Marysville		CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other	
Project Title 2019 Citywide HSIP		Start Latitude N 48° 3'13.09"	Start Longitude W 122° 8'27.48"	
		End Latitude N 48° 7'26.21"	End Longitude W 122°11'3.01"	
Project Termini From-To Varies		Nearest City Name Marysville		Project Zip Code (+4) 98270-3427
Begin Mile Post N/A	End Mile Post N/A	Length of Project N/A		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 N/A	End Mile Point N/A	City Number 0745	County Number 31
		County Name Snohomish		
WSDOT Region Northwest Region	Legislative District(s) 38, 44		Congressional District(s) 2	Urban Area Number 1

Phase	Total Estimated Cost	Local Agency Funding	Federal Funds	Phase Start Date	
	(Nearest Hundred Dollar)	(Nearest Hundred Dollar)	(Nearest Hundred Dollar)	Month	Year
P.E.	\$125,800	\$12,600	\$113,200	07/2019	
R/W	\$4,900	\$500	\$4,400	01/2020	
Const.	\$442,000	\$0	\$442,000	06/2020	
<b>Total</b>	<b>\$572,700</b>	<b>\$13,100</b>	<b>\$559,600</b>		

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

Roadway Width Varies, 34' to 58'	Number of Lanes Varies, 3 to 5
-------------------------------------	-----------------------------------

The project includes improvements on three separate roadways. 64th St NE (SR 528) is a 5-lane road section, Smokey Pt Blvd is a 5-lane road section, and 100th St NE is a 3-lane road section.

### Description of Proposed Work

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

On 64th St NE (SR528), change signal phasing at 60th and 67th, install warning signs near intersections of 65th and 67th. At the intersection of 100th and 59th, install pedestrian-actuated rectangular rapid flashing beacons and sidewalk, and upgrade ADA curb ramps. (See remarks for description)

Local Agency Contact Person Kyle Hays		Title Project Engineer	Phone 360-363-8273	
Mailing Address 80 Columbia Ave		City Marysville	State WA	Zip Code 98270
Project Prospectus	By _____ Approving Authority			
	Title City Engineer			Date

Agency City of Marysville	Project Title 2019 Citywide HSIP	Date March 29, 2019
------------------------------	-------------------------------------	------------------------

**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**

<input type="checkbox"/> No utility work required
<input checked="" 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

**Railroad**

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

Any private utilities will be relocated prior to construction. Utility work as part of electrical contract work will be performed by the contractor.

**FAA Involvement**

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

**Remarks**

Install high friction surface treatment and warning signs near 1400 block of Smokey Pt Blvd.

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

Agency City of Marysville

Date

By

\_\_\_\_\_  
Mayor/Chairperson



Agency City of Marysville

Address 80 Columbia Avenue  
Marysville, WA 98270

## Local Agency Agreement

**CFDA No. 20.205**  
(Catalog or Federal Domestic Assistance)

**Project No.**

**Agreement No.**

For OSC WSDOT Use Only

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

**Project Description**

Name 2019 Citywide HSIP

Length N/A

Termini Various Locations

**Description of Work**

On 64th St NE (SR528), change signal phasing at 60th and 67th, install warning signs near intersections of 65th and 67th. At the intersection of 100th and 59th, install pedestrian-actuated rectangular rapid flashing beacons and sidewalk, and upgrade ADA curb ramps. Install high friction surface treatment and warning signs near 1400 block of Smokey Pt Blvd.

Project Agreement End Date 7/31/2021

Proposed Advertisement Date

Claiming Indirect Cost Rate

Yes  No

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE			
90 % a. Agency	\$ 10,800.00	\$ 1,080.00	\$ 9,720.00
b. Other Consultant	\$ 112,800.00	\$ 11,280.00	\$ 101,520.00
Federal Aid Participation Ratio for PE			
c. Other			
d. State	\$ 2,200.00	\$ 220.00	\$ 1,980.00
e. Total PE Cost Estimate (a+b+c+d)	\$ 125,800.00	\$ 12,580.00	\$ 113,220.00
Right of Way			
% f. Agency			
g. Other			
Federal Aid Participation Ratio for RW			
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			
Federal Aid Participation Ratio for CN			
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)	\$ 125,800.00	\$ 12,580.00	\$ 113,220.00

**Agency Official**

By  
Title Mayor

**Washington State Department of Transportation**

By  
Director, Local Programs  
Date Executed

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **VIII. Single Audit Act**

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

### **XIII. Liquidated Damages**

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

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

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

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

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

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

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

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

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

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

### **XVII. Assurances**

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

## **Additional Provisions**




# *Index #8*

## CITY OF MARYSVILLE AGENDA BILL

### EXECUTIVE SUMMARY FOR ACTION

#### CITY COUNCIL MEETING DATE:

<b>AGENDA ITEM:</b>	
Professional Services Agreement with Gray and Osborne, Inc. for Design of the Historic Downtown Green Retrofit	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Adam Benton	
<b>DEPARTMENT:</b>	
Public Works / Engineering	
<b>ATTACHMENTS:</b>	
Professional Services Agreement, Vicinity Map	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
40250594.563000, D1803	\$244,615.00
<b>SUMMARY:</b>	

The City advertised a Request for Proposals on February 9<sup>th</sup>, 2019, requesting that firms submit written proposals stating their qualifications to provide consultant services related to this project. The City received proposals from three (3) firms and selected Gray and Osborne, Inc. as the most qualified firm for the project.

This project proposes to design surface water, roadway, pedestrian and utility improvements, similar to those constructed on 1<sup>st</sup> and 3<sup>rd</sup> Street previously, at two new locations. The first location is Cedar Avenue between 1<sup>st</sup> Street and 4<sup>th</sup> Street. The second location is 2<sup>nd</sup> Street between Columbia Avenue and 47<sup>th</sup> Avenue.

The attached Professional Services Agreement (PSA) will provide the City with survey, a site analysis, geotechnical analysis, conceptual design, environmental permitting support, a pre-design report, and 90% plans and specifications. It is the staff's opinion that the negotiated fee of \$244,615.00 is fair and consistent with industry standard.

The scope of services included with the PSA demonstrates a clear and concise approach to complete the design of this project. Staff is confident that the City will be well served by Gray & Osborne, Inc. as it relates to this project.

The design of this project is funded in full by Washington State Department of Ecology funds.

<p><b>RECOMMENDED ACTION:</b> Staff recommends that Council authorize the Mayor to sign and execute a Professional Services Agreement for the Historic Downtown Green Retrofit project with Gray and Osborne, Inc. in the amount of \$244,615.00.</p>
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**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND GRAY AND OSBORNE, 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 Gray and Osborne, Inc., a corporation licensed to do business in Washington State, organized under the laws of the state of Washington, located and doing business at 1130 Rainier Avenue South, Suite 300, Seattle, WA 98144 (“Consultant”).

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

- 1. SCOPE OF SERVICES.** The Consultant shall provide the work and services described in the attached **EXHIBIT A**, incorporated herein by this reference (the “Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.
- 2. TERM.** The term of this Agreement shall commence on May 20<sup>th</sup>, 2019 and shall terminate at midnight on May 20<sup>th</sup>, 2021. 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 Two Hundred Forty Four Thousand Six Hundred Fifteen U.S. Dollars and Zero Cents (**\$244,615.00**) 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.)*

  *MJ*   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**

Adam Benton  
80 Columbia Avenue  
Marysville, WA 98270

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

**GRAY AND OSBORNE, INC.**

Michael Johnson, P.E.

1130 Rainier Ave. S., Suite 300

Seattle, WA 98144

**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 \_\_\_\_\_, 2019.

CITY OF MARYSVILLE

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

GRAY AND OSBORNE, INC.

By  \_\_\_\_\_  
Michael Johnson  
Its: President

ATTEST/AUTHENTICATED:

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

Approved as to form:

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

**EXHIBIT A**  
**Scope of Services**

**EXHIBIT A**

**SCOPE OF WORK**

**CITY OF MARYSVILLE**  
**HISTORIC DOWNTOWN GREEN RETROFIT PROJECT**

**PROJECT UNDERSTANDING**

The City of Marysville is seeking professional services to assist with the planning, permitting, and design of various roadway and utility improvements in the Historic Downtown area, specifically focusing on Cedar Avenue and 2<sup>nd</sup> Street. This scope assumes design of efforts will focus on Cedar Avenue between 1<sup>st</sup> Street and 4<sup>th</sup> Street and along 2<sup>nd</sup> Street between Columbia Avenue and 47<sup>th</sup> Avenue NE. The right-of-way along both Cedar Avenue and 2<sup>nd</sup> Street is generally 70 feet wide. Currently, Cedar Avenue has two travel lanes and parallel parking along most of the route. Sidewalks are located along the western side of the right-of-way. Minimal planter strips exist throughout. 2<sup>nd</sup> Street also has two travel lanes with on-street (angled and parallel) parking located along the corridor. The City wishes to promote these areas as pedestrian-friendly regions that allow for traffic calming devices such as bulb-outs and traffic circles while also providing water quality treatment for runoff.

The design is being funded by the Washington State Department of Ecology's Grant Program and therefore, great emphasis will be placed on providing water quality treatment and enhancing runoff from the sites. As part of the grant program, the City shall implement facilities that provide infiltration, filtration, and/or transpiration. Overall, flooding is currently not a concern within the project area. Due to the proximity and direct connection of the sites to downstream areas, flow control will not be necessary. Gray & Osborne will also work with the City to incorporate lessons learned from the 1<sup>st</sup> Street and 3<sup>rd</sup> Street projects in terms of design, construction, and maintenance considerations.

The scope for the project as a whole will include the following.

**DESIGN**

**Task 1 – Project Management and Oversight**

Provide overall project management and oversight of the project work by the Principal-in-Charge and senior staff members.

- A. Provide overall project management and oversight services, to include:
- Procure sufficient staff resources to dedicate to the project.
  - Prepare and execute subconsultant contracts.



- Manage subconsultant work.
- Manage and control project budget and schedule.
- Manage and provide monthly progress reports and invoices.

### **Task 2 – Surveying**

Obtain vertical and horizontal control necessary for design of the project. Obtain pertinent topographical information to include identifying existing and obvious utilities and pertinent topographical features to facilitate design of the project. Work also includes identifying existing right-of-way lines on Cedar Avenue and 2<sup>nd</sup> Street and all intersecting public rights-of-way (streets and alleys). It will not include establishment of property lines.

- A. Research and acquire public records of survey, plat maps, assessor maps, and related survey data as may be available from public agencies (County and City). This work includes researching and identifying property owners (of record at County Assessor's Office) and addresses of property.
- B. Establish vertical and horizontal control on the City's adopted datum for survey and mapping at a scale of not more than 1 inch equals 20 feet (horizontal) and 1 inch equals 5 feet (vertical). Vertical control will be suitable for establishing 2-foot contour intervals and to support the design and construction included in this scope of work.
- C. Acquire supplemental topographical survey of the sites (within and adjacent to the project corridor) to include establishing surface grades, pavement edges, visually obvious utilities (including utility poles, hydrants, valves, etc.), buildings, fences, major trees and significant landscaping, etc., in sufficient detail to support an adequate level of design.
- D. Map survey data and show pertinent topographical features and existing property lines within the project limits.

### **Task 3 – Utility Data Acquisition**

Acquire record drawings and/or as-built information from the City or utility purveyors as necessary that depict services in the project corridor.

- A. Review data provided by the City and incorporate into project design as may be applicable.
- B. The City will be asked to locate and mark existing utilities prior to project survey. This information will be picked up by our survey crew and incorporated into the project base map.

#### **Task 4 – Geotechnical Investigation and Report**

Conduct field explorations on Cedar Avenue and 2<sup>nd</sup> Street to determine design recommendations to support the proposed stormwater facilities and asphalt work as well as establishing groundwater levels and character of subsurface material. This task will culminate in the preparation of a final Geotechnical Report.

- A. Perform a geotechnical analysis (Kleinfelder – geotechnical subconsultant) to determine existing subsurface conditions. A total of up to four test borings (15 feet deep) will be reviewed and analyzed in and along the project corridor. The geotechnical subconsultant will notify the 1-CALL service. Install 2-inch-diameter piezometers with data loggers in up to two locations (20 feet deep) for groundwater level monitoring over the winter months.
- B. Laboratory Testing – Conduct appropriate laboratory tests on selected samples in accordance with appropriate American Society for Testing and Materials (ASTM) methods. Infiltration tests will be conducted within the laboratory. Natural moisture content and grain size distribution tests will be conducted on soil samples. Other laboratory tests (such as cation exchange capacity) will be performed on an as-needed basis, based on the types of soils encountered. This scope assumes one small-scale pit test if deemed necessary depending upon laboratory results and/or field data.
- C. Engineering Analyses – Perform engineering analyses to address geotechnical engineering issues that may be associated with the project improvements. These include the potential foundation design for new buried City-owned utilities, backfill requirements, dewatering, and subgrade preparation requirements for pavement and structures.
- D. Report – Kleinfelder will prepare a draft report which will be submitted to the City by Gray & Osborne. The draft report will summarize the results of the geotechnical study and include a site map with approximate test locations, descriptions of surface and subsurface conditions (soil and groundwater), design parameters, and earthwork recommendations. Gray & Osborne will submit one copy of the draft report to the City for its review. Our subconsultant will revise the draft report to address review comments provided by the City and/or Gray & Osborne. Gray & Osborne will submit one electronic copy of the signed and stamped final report to the City.

### **Task 5 – Prepare Predesign Report (Technical Memorandum)**

Prepare a Predesign Report (or technical memorandum) summarizing the project understanding, design criteria, regulatory requirements, and general design guidelines and standards which govern the project design. The memorandum will analyze the feasibility of various LID or water quality facility element alternatives along with the analysis of methods to improve safety along the roadway. The LID and water quality elements will follow the guidance of the 2012 Washington State Department of Ecology *Stormwater Manual for Western Washington*, as amended in 2014.

- A. Prepare a written technical memorandum (letter report) summarizing the project understanding, grant requirements, project sites, design alternatives including LID and water quality facilities, pertinent design criteria such as sizing of the facilities, regulatory requirements, and general design guidelines and standards which govern the project design. The memorandum will incorporate input from staff regarding the intended aesthetics and water quality goals for the sites. Consideration of the use of available grant funds to construct improvements will be incorporated as well.
- B. Submit the technical memorandum to City staff and solicit comments and/or clarifications. A meeting will be held with City staff to discuss the alternatives presented in the draft technical memorandum. We will incorporate all relevant review comments into the memorandum and will issue the final memorandum to the City and Ecology for their review. The final memorandum will state the recommended alternative for design.

### **Task 6 – Design Plans, Specifications, and Cost Estimates**

Prepare 30, 60, and 90 percent project design plans and/or renderings of the recommended alternative. These plans and renderings will be available for City review and use at Council workshops, staff meetings, and stakeholder meetings if necessary. Specifications and cost estimates of the project representing 60 and 90 percent design efforts will also be prepared for City review and comment. Specifications will be prepared in WSDOT format. Ninety percent design plans will be submitted to Ecology for their review after the City's review of the documents is completed and all comments have been addressed.

#### Subtask 6.1 – Thirty Percent Design Level

- A. A meeting will be held with City staff and the landscaping consultant to discuss potential landscaping ideas to be included within the plan set.
- B. For the 30 percent plans, we will prepare the alignment, profile, and typical cross sections illustrating the proposed improvements. These

proposed improvements will be designed on the base map developed from the project survey.

- C. Calculate preliminary bid quantities and prepare a preliminary construction cost estimate.

#### Subtask 6.2 – Sixty Percent Design Level

- A. The 60 percent plans will be provided in a City-approved format to include title sheet, legend, location and vicinity maps, plan and profile sheets, special notes, special details, etc.
- B. Prepare project specifications in WSDOT format referencing the 2018 *Standard Specifications for Road, Bridge, and Municipal Construction*. Specifications to include the City's standard front specifications as updated with project-specific information by Gray & Osborne. Gray & Osborne will also create the technical specifications.
- C. Update bid quantities and prepare a preliminary construction cost estimate.

#### Subtask 6.3 – Ninety Percent Design Level

- A. The 90 percent plans will be provided in a City-approved format to include title sheet, legend, location and vicinity maps, plan and profile sheets, special notes, special details, etc.
- B. Update project specifications in WSDOT format referencing the 2018 *Standard Specifications for Road, Bridge, and Municipal Construction*. Specifications to include the City's standard front specifications as updated with project-specific information by Gray & Osborne. Gray & Osborne will also create the technical specifications.
- C. Update bid quantities and prepare a preliminary construction cost estimate.

#### **Task 7 – Public Meeting Assistance**

Provide assistance with visuals necessary for City staff to portray project concepts and/or plans with stakeholders.

- A. If requested, Gray & Osborne will assist the City by preparing exhibits intended to provide information to the community regarding the alternatives available. This scope assumes 12 hours toward these efforts.

### **Task 8 – Permitting**

Provide permitting assistance to the City in relation to the project.

- A. Gray & Osborne will prepare the SEPA checklist for the project. The City is intended to review this checklist and will prepare a SEPA determination prior to the project being constructed. All other permitting documentation is assumed to be handled by City staff.

### **Task 9 – Quality Assurance/Quality Control**

Provide quality control to ensure delivery of accurate plans, specifications, and cost estimates.

- A. Oversee four, in-house, quality assurance/quality control (QA/QC) meetings at Gray & Osborne’s office during the course of the design project. The meetings will include senior project staff, selected design team members, and City staff (as required and/or desired). Meetings are to take place at the following levels:
  - Thirty Percent Design
  - Sixty Percent Design
  - Ninety Percent Design
- B. Ensure incorporation of relevant recommendations and suggestions into bid/construction documents resulting from QA/QC reviews.

### **Task 10 – Cultural Resources Investigation (Optional)**

Provide a cultural resources investigation in the field, should it be deemed necessary by the Department of Ecology or other State agency after review of preliminary cultural resource documentation submitted by City staff.

- A. Design and implement a subsurface testing program for cultural resource assessment purposes.
- B. Prepare a cultural resources survey report in compliance with tribal, federal, and/or state regulations.

## **SCHEDULE**

The City desires 100 percent project plans to be done by September 2020. Based upon this, we anticipate the following schedule:

30 Percent Design Effort/Pre-design Report	September 1, 2019
60 Percent Design Effort	December 1, 2019
90 Percent Design Effort	February 1, 2020

## **BUDGET**

The maximum amount payable to the Engineer for completion of work associated with this scope of work is set forth in Exhibit A. This amount will not be exceeded without prior written authorization of the City.

## **DELIVERABLES**

At the conclusion of the design effort and during the course of the project, as applicable, the Engineer will deliver to the City the following documents:

1. An electronic copy of the final geotechnical report.
2. Technical memoranda:
  - a. One electronic copy in PDF format.
3. One electronic copy (PDF) of full-scale drawings at 30, 60, and 90 percent design effort levels.
4. One electronic copy (PDF) of project specifications and cost estimate at 60 and 90 percent design effort levels.

## **PROJECT ASSUMPTIONS REGARDING CITY RESPONSIBILITIES**

This scope of work and the resulting maximum amount payable are based on the following assumptions as required for the development of the project. See also item assumptions noted in the aforementioned tasks. Changes in these assumptions and responsibilities may cause a change in scope of the services being offered and result in a corresponding adjustment of the contract price.

1. This scope of work assumes that the City will provide overall coordination and approval of the project, including timely (2 weeks) review of all submittals.

2. This scope of work assumes that the City will provide Gray & Osborne with relevant capacity requirements and record drawings of existing utility infrastructure along the project alignment as may be available and/or pertinent to the project.
3. With the exception of the SEPA checklist, the City will address all permitting needs associated with this project including all preliminary cultural resources documentation including the 05-05 Ecology form and the Inadvertent Discovery Plan.

**EXHIBIT A - (Continued)**

**ENGINEERING SERVICES  
SCOPE AND ESTIMATED COST**

*City of Marysville - Historic Downtown Green Retrofit Project*

<b>Tasks</b>	<b>Principal Hours</b>	<b>Project Manager Hours</b>	<b>Project Engineer Hours</b>	<b>AutoCAD/ GIS Tech./ Eng. Intern Hours</b>	<b>Professional Land Surveyor Hours</b>	<b>Field Survey (2 person) Hours</b>
1 Project Management and Oversight	36	24				
2 Surveying		8	12	16	40	80
3 Utility Data Acquisition		2	4			
4 Geotechnical Investigation and Report		4	16			
5 Prepare Predesign Report (Technical Memorandum)	8	60	80			
6 Design Plans, Specifications, and Cost Estimates						
6.1 30% Design Level	12	116	120	20		
6.2 60% Design Level	10	90	90	18		
6.3 90% Design Level	10	90	90	14		
7 Public Meeting Assistance			4	8		
8 Permitting			2			
9 Quality Assurance/Quality Control	12	12	12	4		
10 Cultural Resources Investigation (Optional)			2			
Hour Estimate:	88	406	432	80	40	80
Fully Burdened Billing Rate Range:*	\$129 to \$190	\$119 to \$190	\$113 to \$145	\$48 to \$126	\$113 to \$145	\$166 to \$213
Estimated Fully Burdened Billing Rate:*	\$160	\$160	\$140	\$100	\$140	\$200
Fully Burdened Labor Cost:	\$14,080	\$64,960	\$60,480	\$8,000	\$5,600	\$16,000

Total Fully Burdened Labor Cost:	\$ 169,120
Direct Non-Salary Cost:	
Mileage & Expenses (mileage @ current IRS rate)	\$ 300
Printing	\$ 1,000
Subconsultants:	
Geotechnical [Kleinfelder]	\$ 27,000
Landscaping [The Watershed Company]	\$ 33,250
Cultural Resources - Optional [Equinox Research Consulting Intl.]	\$ 7,200
Subconsultant Overhead (10%)	\$ 6,745
<b>TOTAL ESTIMATED COST:</b>	<b>\$ 244,615</b>

\* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.



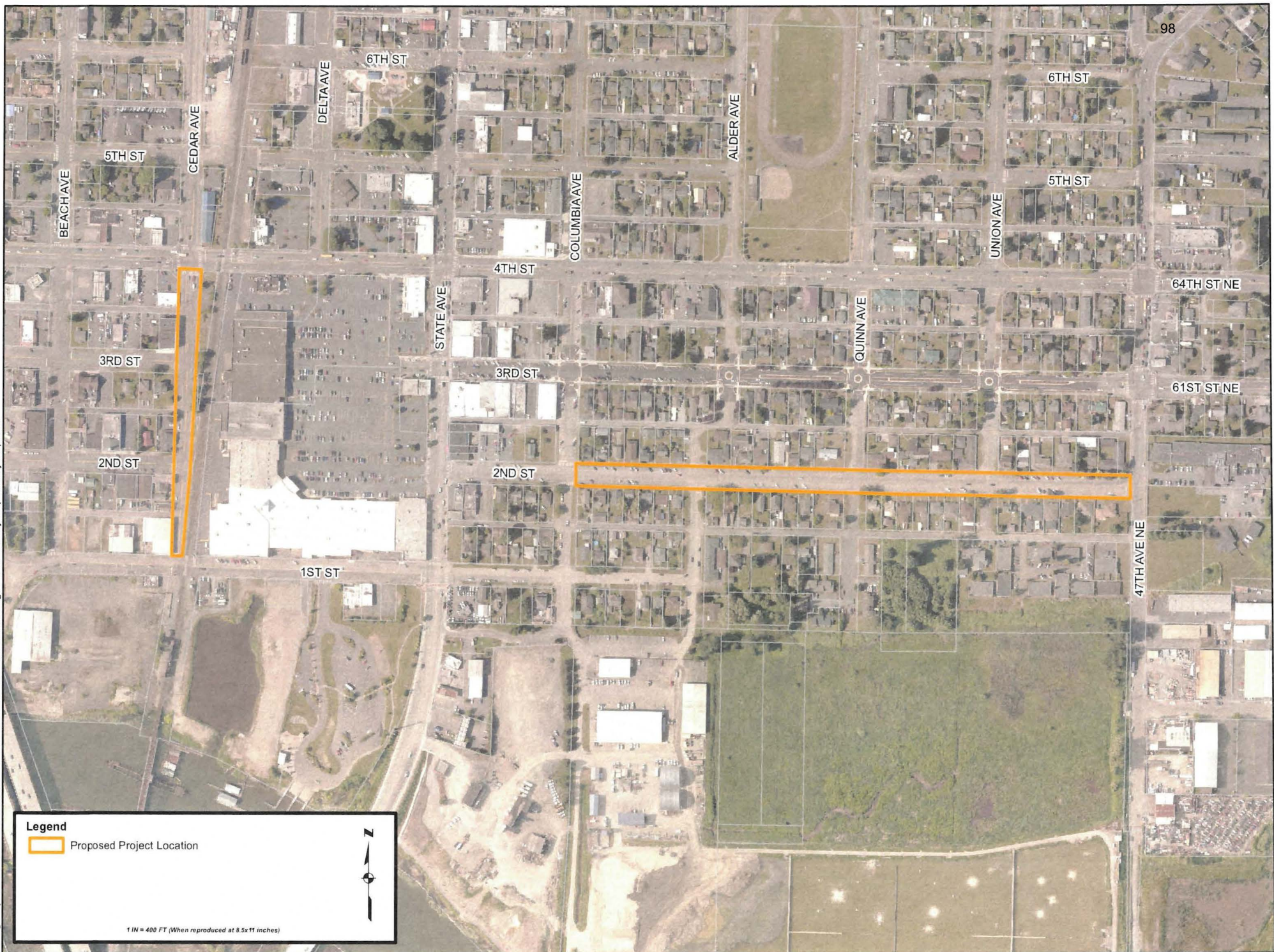
**EXHIBIT B**  
**Subcontractors/Subconsultants**

**Below is a list of approved subcontractors/subconsultants:**

PanGeo Inc. (Geotechnical Services)

The Watershed Company (Landscaping Design Services)

Equinox Research Consulting Intl. (Cultural Resources) - Optional



**Legend**  
 Proposed Project Location




1 IN = 400 FT (When reproduced at 8.5x11 inches)

# *Index #9*

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

**CITY COUNCIL MEETING DATE: May 13, 2019**

<b>AGENDA ITEM:</b>	
Professional Services Agreement with Transportation Solutions, Inc. for the update to the Pavement Management System	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Jeff Laycock, City Engineer	
<b>DEPARTMENT:</b>	
Engineering	
<b>ATTACHMENTS:</b>	
Professional Services Agreement	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
30500030.563000, TB905	\$151,995.00
<b>SUMMARY:</b>	

The City's Pavement Management System was last updated in 2008. Pavement ratings help the City to plan and determine where to resurface a roadway, what type of treatment is needed and evaluate overall pavement preservation needs. The pavement rating will also determine what type of repair we require from developers or utilities per our Engineering Design and Development Standards.

At the July 9, 2018 Council meeting, the Council approved the Pavement Management System update as a 2019 Transportation Benefit District (TBD) project.

Staff advertised and solicited proposals from interested consultants. The City received proposals from two firms, Transpo Group and Transportation Solutions, Inc (TSI). The consultant selection committee concluded that TSI was the most qualified firm for the project. The attached Professional Services Agreement will provide the City with an updated Pavement Management System for incorporation into the City's GIS. It is in staff's opinion that the negotiated fee of \$151,995.00 is fair and consistent with industry standard. The scope of services demonstrates a clear approach to the project.

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign and execute a Professional Services Agreement for the update to the Pavement Management System with Transportation Solutions, Inc. in the amount of \$151,995.00.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND TRANSPORTATION SOLUTIONS, 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 Transportation Solutions, Inc., a corporation licensed/incorporated in Washington, organized under the laws of the state of Washington, located and doing business at 8250 165<sup>th</sup> Ave NE, Suite 100, Redmond, WA 98052-6628 (“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 and shall terminate at midnight on June 30, 2020. The parties may extend the term of this Agreement by executing a written supplemental amendment.
3. **COMPENSATION.** The Consultant shall be paid by the City for Services rendered under this Agreement as described in **EXHIBIT A** and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed One Hundred Fifty One Thousand Nine Hundred Ninety Five Dollars and Zero Cents (**\$151,995.00**) 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**  
 Kyle Hays, Project Engineer  
 80 Columbia Ave  
 Marysville, WA 98270

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

**TRANSPORTATION SOLUTIONS, INC.**

Jeff Elekes, P.E.

8250 165<sup>th</sup> Ave NE, Suite 100

Redmond, WA 98052-6628

**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 \_\_\_\_\_, 2019.

CITY OF MARYSVILLE

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

TRANSPORTATION SOLUTIONS, INC.

By \_\_\_\_\_  
Victor Salemann  
Its: President

ATTEST/AUTHENTICATED:

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

Approved as to form:

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



**EXHIBIT A**  
**Scope of Services**

## Exhibit A

### CITY OF MARYSVILLE PAVEMENT MANAGEMENT SYSTEM UPDATE

#### OVERVIEW

The CITY's Pavement Management System (PMS) was last updated in 2008. The results of that report have been used for the past 10 years to guide the CITY's Pavement Preservation Program. The CITY desires to incorporate street data elements, such as pavement markings, into the CITY's Geographic Information System (GIS).

IMS Infrastructure Management Services (IMS) will be a subconsultant to Transportation Solutions, Inc (TSI). IMS has developed a logical sequence of activities to effectively obtain the greatest efficiency for each project. IMS shall use a series of Task Activities to define a work plan and then assign appropriate resources to fulfill the contractual requirements, schedule, and budget. The tasks are used to monitor performance and productivity, and link them directly to a contract unit of measure.

IMS will conduct a network wide pavement data collection. Data collected will also be used in the City's development of their ADA Self Evaluation and ADA Transition Plan. IMS will utilize its Laser Road Surface Tester for the acquisition of pavement condition and imagery of sidewalks, ADA ramps and pavement markings and striping data along with a Dynaflect for deflection testing of the arterial roads.

#### ACRONYMS

CITY of Marysville (CITY)  
 IMS Infrastructure Management Services (IMS)  
 Transportation Solutions, Inc (TSI) (CONSULTANT)  
 Transportation Improvement Plan (TIP)  
 Capital Facilities Plan (CFP)  
 Code of Federal Regulations (CFR)  
 Americans with Disability Act (ADA)  
 Accessible Pedestrian Signal and Pushbuttons (APS)  
 Washington State Department of Transportation (WSDOT)  
 Federal Highway Administration (FHWA)  
 Local Agency Guideline Manual (LAG)  
 Language Assistance Program (LAP)  
 Public Right-of-Way (PROW)

**CITY PROVIDED DATA AND INFORMATION**

The CITY has developed information that will be used in the review and analysis of the CITY’s Pavement Management System. The CITY shall provide access to all public right-of-way facilities that are to be assessed for purposes of this project. The CITY shall provide the following documents:

- 2019 Operating Budget
- 2019-2024 Capital Facilities Plan
- 6-Year Transportation Improvement Plan
- Long Range Transportation Improvement Plan, if available
- GIS files of planned infrastructure improvements
- GIS files related to land use, schools, transit, shopping, and medical facilities
- Existing Policy and Procedures related to Pavement Management
- GIS files related to existing infrastructure such as streets, functional classification sidewalks and shoulders.

**IMS INFRASTRUCTURE PROJECT TEAM**

**IMS Infrastructure Management Services**

- Jim Tourek, Client Services Manager
- Mark Kramer, P.E. – VP Operations, Project Principal
- Stephen J. Smith, P.E., P.Eng. – Project Manager
- E. Martin Shaeffer, P.E. – Senior GIS Project Manager
- David E. Butler, P.E. – Pavement Management, Data Review
- Eugene (Roy) Barkman, P.E. – Pavement Rating Analysis

**SCHEDULE AND KEY MILESTONES**

The approximated elapsed time for the City of Marysville field surveys are estimated **1-2 weeks** for the RST testing of the full pavement network and **1 week** for the Dynaflect testing of the arterial pavement network. IMS has the available staff, equipment, and resources to manage a timely project for the Marysville. With a mid-May NTP, field surveys and deliverables from IMS as shown below:

Task	Start on/before	Complete by	Deliverable
City	May 14, 2019	May 31, 2019	City to provide requested data
1 – Project Initiation	Jun 10, 2019	June 14, 2019	Project Kick Off meeting
2 – Field Surveys	Jun 17, 2019	Aug 12, 2019	Field Data Collection
3 – Data Management	Aug 12, 2019	Oct 14, 2019	Data Analysis
3 – Data Management	Oct 14, 2019	Nov 4, 2019	Pavement Report
3 – Data Management	Aug 12, 2019	Dec 9, 2019	ADA Data

## **SCOPE OF WORK**

### **TASK 1 – PROJECT INITIATION**

- 1.0 – PROJECT INITIATION AND PROJECT KICKOFF
- 2.0 – NETWORK REFERENCING AND GIS LINKAGE WITH NOMAD DEVELOPMENT
- 3.0 – NETWORK INVENTORY CHECKS AND SURVEY MAP DEVELOPMENT

#### **1.0 – Project Initiation and Project Kickoff**

This task shall include the following activities:

- Introduction of the project team, roles and relationships. Confirm goals and objectives.
- Review project documentation including insurance requirements, permits, safety, Project Information Form, and any other client documentation.
- Conduct an introductory information seminar with key project participants.
- Review existing PMP data, level of implementation, current configuration, and user skill set.
- Develop and submit quality assurance plan, review and edit the document accordingly.
- Identify and confirm existing database quality.
- Confirm preferred delivery methodology for City of Marysville and deliverable format.
- Confirm roadways to be surveyed, as well as referencing, length and directional issues.
- Work with City staff so they are comfortable with the overall project and data collection.

Deliverables: Technical memo detailing scope of work, budget and deliverables.

## **2.0 – Network Referencing & GIS Linkage with NOMAD Development**

This task shall include the following activities:

- Complete a brief review of the City’s current GIS environment from and assess suitability for pavement management purposes.
- Using the City’s existing GIS centerline topology, update existing street inventory and create a fixed link between the inventory and GIS using a unique identifier.
- Include street number and block order in referencing.
- Harmonize street names between GIS and City’s roadway inventory (If any - note: GIS wins any differences).
- Link each segment to its parent GIS section.
- Obtain roadway attributes from GIS for functional class, traffic, width, length, pavement type, curb type, etc. If not available, devise plan to obtain them.
- Create survey maps for use by the RST and client review.
- The NOMAD data collection software integrates the survey inventory (GIS), field maps, GPS and field data collection into a single platform.

Deliverables: NOMAD Development will be utilized by the Laser RST for accuracy of survey.

## **3.0 – Network Inventory Checks and Survey Map Development**

- Complete a review of the aerial photography of the City to confirm segment street names widths, lengths, and average slab dimensions.

Deliverables: Programmed survey maps and inventory for use on the project.

## **TASK 2 – Field Surveys**

4.0 – RST MOBILIZATION/CALIBRATION

5.0 – RST FIELD DATA COLLECTION W/LASER RST (PAVEMENT CONDITION)

6.0 – DYNAFLECT MOBILIZATION/CALIBRATION

7.0 – DEFLECTION TESTING

8.0 – TRAFFIC CONTROL/DEFLECTION TESTING

9.0 – RIGHT OF WAY ASSETS DATA COLLECTION

10.0 – PROVISION OF DIGITAL IMAGES @ 20-30’ INTERVALS

### **4.0 – RST Mobilization/Calibration**

This task shall include the following activities:

- Mobilize surface distress, roughness, and rutting testing equipment to project.
- Crew to review the survey maps with the City.
- Demonstrate the equipment to the City.

- Calibrate equipment.

Deliverables: Equipment calibration results.

### **5.0 – RST Field Data Collection w/Laser RST (Pavement Condition)**

This task shall include the following activities:

- Collect ASTM D-6433 distresses and attributes at 100-foot intervals on a delivered in block-to-block segmentation basis. IMS will survey approximately 218 centerline miles (2-pass testing of arterials) and 1-pass of residential & alleyway roadways for a survey total of an estimated 269 test miles.
- Expansion of distresses to include longitudinal, transverse, alligator, and block cracking, raveling, bleeding, patches/potholes, rutting, roughness, and distortions.
- Laser based RST will incorporate the use of 11 lasers and rate gyroscopes, digital images, touch screen event board, and GPS acquisition.
- Dual wheel path testing collecting International Roughness Index (IRI) data at no additional charge.

Deliverables: Complete two passes on arterial roadways; single-pass on remaining network. Approximately 269 test miles.

### **6.0 – Dynaflect Mobilization/Calibration**

This task shall include the following activities:

- Mobilize deflection testing equipment to project.
- Demonstrate the equipment to the City.
- Calibrate equipment.

Deliverables: Equipment calibration results.

### **7.0 – Deflection Testing**

This task shall include the following activities:

- On all arterial roads, collect multi-sensor deflection data at an average of 10 tests per mile using a Dynaflect.
- Develop structural index for each roadway segment.

Deliverables: Structural index for arterials. Approximately 102 test miles.

### **8.0 – Traffic Control/Deflection Testing**

This task shall include the following activities:

- Deflection testing requires a shadow vehicle for traffic control purposes as testing is a stop and go process that will impede traffic.
- Testing will take approximately 17-20 miles/day and we have accounted for 5-6 days.

CITY Responsibilities: CITY to provide vehicle and driver will supply a trained traffic controller and traffic control vehicle w/mounted flashing lights or an arrow-board. Traffic control services by CITY for the duration of 5-6 days. Approximately 17-20 miles/day.

### **9.0 – Right of Way Assets Data Collection**

This task shall include the following activities:

- On all roadways (as noted), collect GPS coordinates and video for asset database development.
- Develop a Master Asset List to include all street sign attributes to be inventoried.
- Prep video library used in the asset inventory development.

Deliverables: IMS will provide ADA curb ramp information to the City and TSI.

### **10.0 – Provision of Digital Images @ 20-30’ Intervals**

This task shall include the following activities:

- Process 1-view (center front) of RST video into 20-30’ intervals.
- Link images to the County’s existing GIS centerline.

Deliverables: 1 view of RST center front imagery at 20-30’ intervals w/ GPS coordinate data.

## **TASK 3 – Data Management**

11.0 – PAVEMENT CONDITION DATA QA/QC, PROCESSING AND FORMATTING

12.0 – ANALYSIS OF PAVEMENT, KML AND GEODATABASE

13.0 – SIDEWALKS, ADA RAMPS AND PAVEMENT MARKINGS AND STRIPING DATABASE DEVELOPMENT

14.0 – CITY COUNCIL PRESENTATION

15.0 – IMSvue/AMAZON WEB-HOSTED VIEWER

16.0 – PAVEMENT ANALYSIS AND WRITTEN REPORT

17.0 – PROJECT MANAGEMENT

18.0 – “LIVE” SPREADSHEET, LICENSE AND ONGOING MAINTENANCE FEE

### **11.0 – Pavement Condition Data QA/QC, Processing and Formatting**

This task shall include the following activities:

- For each data stream (surface distress, roughness, GPS, deflection), aggregate and process the data at 100-foot intervals.
- Develop individual index scores for surface distress and roughness as appropriate.
- Develop structural index for each roadway segment.
- Develop a pavement condition score for each section.
- Process the same data to the segment level.
- Develop exceptions report for lengths not matching GIS.
- Complete QA of data.
- Shapefiles & KML file of the processed data

Deliverables: Excel spreadsheet of the 100 ft. sectional data and index values containing all assigned GIS ID's. Shapefiles and KML of the condition data at the 100 ft. and segment levels.

### **12.0 – Analysis of Pavement, KML and Geodatabase**

This task shall include the following activities:

- The spreadsheet has the ability to prioritize and optimize the multi-year plan.
- It will be programmed to develop a multi-year maintenance and rehabilitation plan using “cost of deferral”.
- It will also have referenced deterioration curves for each functional classification, pavement type, and even pavement strength rating.
- The parameters of the analysis (Priority Weighting Factors) can also be modified and reprioritized on the fly.
- Shapefiles & KML file of the processed data.
- Cost Benefit Analysis & Spreadsheet Training
- Log Presence of Sidewalks/Curbs & ADA Ramps

Deliverables: “Easy Street” Analysis spreadsheet with “Hot” cells (highlighted in yellow) that City can use to generate differing budget scenarios. Shapefiles & KML file of the processed data along with Cost Benefit Analysis & Spreadsheet Training.

### **13.0 – Sidewalks, ADA Ramps and Pavement Markings and Striping Database Development**

This task shall include the following activities:

- Develop a Master Asset List used to define attributes.
- Utilizing the right of way digital images and GPS data, develop a detailed asset inventory for the listed assets.



- Utilize RST imagery, aerial photos and in-house GIS tools to place assets in a positional-correct manner.

Deliverables: Personal geodatabase for the asset inventory to be loaded into ArcGIS.

#### **14.0 – City Council Presentation**

This task shall include the following activities:

- Collaborate on approach and report for City Council Presentation.

Deliverables: Create PowerPoint presentation for City Council Meeting.

#### **15.0 – IMSvue/Amazon Web-Hosted Viewer**

This task shall include the following activities:

- Provide Amazon Web-hosted Viewer.
- View pavement data in the viewer.
- 3 annual maintenance fees included.

Deliverables: Provide viewing Tool and 3-years of maintenance.

#### **16.0 – Pavement Analysis and Written Report**

Following the field surveys and data processing, complete the following analysis:

- Present status and PCI report: Excel c/w PCI charts.
- Fix all needs analysis and budget.
- Budget driven analysis (\$/year estimate).
- Level of service analysis (\$ to hit set target).
- Funding necessary on an annual basis to ensure an average overall pavement condition of 70, 75, or 80.
- Assemble the report for review and comment prior to finalizing.

Deliverables: Delivery of draft analysis and report as outlined. Final report and shape files in hardcopy format (3) and in native electronic format.

#### **17.0 – Project Management**

This task shall include the following activities:

- Provide client with periodic e-mail updates and reports.

- Meetings to be completed on-site and by conference calls.
- Complete project administration and invoicing.

Deliverables: Status reports and invoices.

### **18.0 – “Live” Spreadsheet, License and Ongoing Maintenance Fee**

This task shall include the following activities:

- Conference call “Training” in the effective use of the spreadsheet will be provided as needed.
- Conference call “Assistance” with updating the spreadsheet with its annual maintenance.

Deliverables: Assist the CITY with updating the spreadsheet with annual maintenance in non-testing years.

## BUDGET

The detailed budget presented below is based on the IMS work plan and deliverables. It represents a realistic budget to complete the work, and we are confident we can maintain an on-time, on-budget approach to the assignment.

### Marysville, WA

#### 2019 Citywide Pavement Condition Survey

Task	Activity	Quant	Units	Unit Rate	Total
<b>Project Initiation</b>					
1	Project Initiation & Kick-off Meeting	1	LS	\$4,000.00	\$4,000.00
2	Network Referencing & GIS Linkage	269	T-Mi	\$15.00	\$4,035.00
3	Network Inventory Checks & Survey Map Development	269	T-Mi	\$12.00	\$3,228.00
<b>Field Surveys</b>					
4	RST Mobilization/Calibration	1	LS	\$3,000.00	\$3,000.00
5	RST Field Data Collection w/IRI (2-pass Arterials; 1-pass Remaining)	269	T-Mi	\$115.00	\$30,935.00
6	Dynalect Mobilization	1	LS	\$3,500.00	\$3,500.00
7	Deflection Testing (Arterial classifications only - 2-pass testing)	102	T-Mi	\$145.00	\$14,790.00
8	Deflection Testing Traffic Control (provided by City; Est. 48 hours)	0	HR	\$125.00	\$0.00
9	Right of Way Assets Data Collection (GPS & Camera Configuration)	269	T-Mi	\$20.00	\$5,380.00
10	Provision of Digital Images @ 20-30' Intervals (Center-front View)	269	T-Mi	\$16.00	\$4,304.00
<b>Data Management</b>					
11	Data QA/QC, Processing, & Formatting	269	T-Mi	\$15.00	\$4,035.00
12	Data Format/ Supply Excel Spreadsheet, KML, geodatabase (no software)			Included in Base Activities	
a.	"Live" Spreadsheet Pavement Cost Benefit Analysis			Included in Base Activities	
b.	Online "Live" Spreadsheet Training			Included in Base Activities	
c.	Log Presence of Sidewalks/Curbs & ADA Ramps (Estimates)			Included in Base Activities	
13	a. Sidewalk Database Development (From RST Imagery)	269	T-Mi	\$50.00	\$13,450.00
	b. ADA Ramp & Compliance Survey (From RST Imagery)	269	T-Mi	\$60.00	\$16,140.00
	c. Pavement Markings & Stripings (From RST Imagery)	269	T-Mi	\$60.00	\$16,140.00
14	City Council Presentation	1	LS	\$3,500.00	\$3,500.00
15	IMSVue Browser Based Viewing Software	1	LS	\$7,000.00	\$7,000.00
a.	IMSVue - 3 Years Annual Maintenance Fee			Included in Viewer Cost	
16	Pavement Analysis and Written Report	1	LS	\$8,000.00	\$8,000.00
17	Project Management	1	LS	\$10,558.00	\$10,558.00
18	"Easy Street" Spreadsheet - License & Ongoing Maintenance Fee	1	LS	\$0.00	\$0.00
<b>Project Total:</b>					<b>\$151,995.00</b>

**EXHIBIT B**  
**Subcontractors/Subconsultants**

**Below is a list of approved subcontractors/subconsultants:**

**Infrastructure Management Services**

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**OR**

**There are no approved subcontractors or subconsultants.**

# *Index #10*

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

**CITY COUNCIL MEETING DATE: May 13, 2019**

<b>AGENDA ITEM:</b>	
Professional Services Agreement with Transportation Solutions, Inc. for the development of an American’s with Disabilities Act (ADA) Transition Plan	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Jeff Laycock, City Engineer	
<b>DEPARTMENT:</b>	
Engineering	
<b>ATTACHMENTS:</b>	
Professional Services Agreement	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
30500030.563000, TB902	\$119,000.00
<b>SUMMARY:</b>	

In accordance with the American’s with Disabilities Act (ADA), local governments must develop a transition plan describing how it will ensure its facilities, services, programs and activities are accessible. The transition plan identifies physical barriers that limit the accessibility of its programs or activities to individuals with disabilities, describes the methods that will be used to remove the barriers, provides an estimated schedule for taking the steps necessary to achieve compliance and identifies the official responsible for implementation of the plan. This ADA Transition Plan will only consider the public right-of-way.

WSDOT has set a timeline for agencies to have an ADA Transition Plan by April 2023 at which point it may be a requirement in order for an agency to receive federal funds.

At the July 9, 2018 Council meeting, the Council approved the ADA Transition Plan as a 2019 Transportation Benefit District (TBD) project.

Staff advertised and solicited proposals from interested consultants. The City received proposals from two firms, Transpo Group and Transportation Solutions, Inc (TSI). The consultant selection committee concluded that TSI was the most qualified firm for the project. The attached Professional Services Agreement will provide the City with an ADA Transition Plan that focuses on right-of-way. It is in staff’s opinion that the negotiated fee of \$119,000.00 is fair and consistent with industry standard. The scope of services demonstrates a clear approach to the project.

<b>RECOMMENDED ACTION:</b> Staff recommends that Council authorize the Mayor to sign and execute a Professional Services Agreement for the development of the ADA Transition Plan with Transportation Solutions, Inc. in the amount of \$119,000.00.
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**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND TRANSPORTATION SOLUTIONS, 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 Transportation Solutions, Inc., a corporation licensed/incorporated in Washington, organized under the laws of the state of Washington, located and doing business at 8250 165<sup>th</sup> Ave NE, Suite 100, Redmond, WA 98052-6628 (“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 and shall terminate at midnight on June 30, 2020. The parties may extend the term of this Agreement by executing a written supplemental amendment.
- 3. COMPENSATION.** The Consultant shall be paid by the City for Services rendered under this Agreement as described in **EXHIBIT A** and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed One Hundred Nineteen Thousand Nine Hundred Dollars and Zero Cents (**\$119,900.00**) 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) and 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**  
 Kyle Hays, Project Engineer  
 80 Columbia Ave  
 Marysville, WA 98270

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

**TRANSPORTATION SOLUTIONS, INC.**

Jeff Elekes, P.E.

8250 165<sup>th</sup> Ave NE, Suite 100

Redmond, WA 98052-6628

**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 \_\_\_\_\_, 2019.

CITY OF MARYSVILLE

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

TRANSPORTATION SOLUTIONS, INC.

By \_\_\_\_\_  
Victor Salemann  
Its: President

ATTEST/AUTHENTICATED:

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

Approved as to form:

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

**EXHIBIT A**  
**Scope of Services**

## Exhibit A

### CITY OF MARYSVILLE ADA TRANSITION PLAN

#### OVERVIEW

The ADA scope of work includes ADA surveys of all CITY owned right-of-way and CITY programs. Access to online programs, audio-visual access, communication policies, and hiring procedures shall also be addressed in the ADA Transition Plan. The CITY intends to perform a self-evaluation of buildings and parks within the next 2 to 3 years.

The CITY desires to complete the citywide ADA Transition Plan by February 10, 2020. The ADA Transition Plan to be adopted by the CITY is intended to meet the requirements of Section 504 of the Rehabilitation Act of 1973, America with Disabilities Act of 1990 CRF 28 Part 35, and WSDOT LAG Chapter 29.

The CONSULTANT shall develop a citywide ADA Transition Plan that is compliant with CFR 28 Part 35, Subpart D – Program Accessibility, Section 35.150 Existing Facilities, in the public right-of-way. Where the CITY has responsibility or authority over streets, roads, or walkways, its transition plan shall include a schedule for providing curb ramps or other sloped areas where pedestrian walkways cross curbs, giving priority to walkways serving entities covered by the Act, including CITY offices and facilities, transportation, places of public accommodation, and employers, followed by walkways serving other areas. The ADA Transition Plan is intended to include the following:

- Identify physical obstacles in the public entity's facilities that limit the accessibility of its programs or activities to individuals with disabilities,
- Describe in detail the methods that shall be used to make the facilities accessible,
- Specify the schedule for taking the steps necessary to achieve compliance with this section and, if the time period of the transition plan is longer than one year, identify steps that shall be taken during each year of the transition period,
- Indicate the official responsible for implementation of the plan,
- Adopt, update and publish grievance/complaint procedures, and
- Adopt/update the CITY's Policy on Accessible Pedestrian Signal and Pushbuttons (APS).

WSDOT Local Programs anticipates implementing a deadline for certified acceptance agencies to have ADA transition plans in place, beginning three (3) years after the approval of WSDOT's transition plan, in order for those agencies to continue to be eligible for federal highway

funding. All other agencies should comply no later than five (5) years following the approval of WSDOT's transition plan in order to continue to remain eligible to receive federal highway funds. WSDOT adopted its ADA Transition Plan in April 2018.

Chapter 29 of the WSDOT Local Agency Guideline Manual indicates that Section 504 of the Rehabilitation Act of 1973 (Section 504) states that no person with a disability shall be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity that receives Federal funding. This includes both transportation and non-transportation funding. The respective FHWA funding program administrator and the Washington State Department of Transportation (WSDOT) shall ensure that local agencies comply with Section 504 and the ADA. Each agency shall provide an opportunity for interested parties (i.e., persons with disabilities/advocacy groups) to participate in the process to develop a transition plan or program access plan.

FHWA considers transition plans to be living documents. The applicable plan should be used in conjunction with the planning and prioritizing of projects, and for monitoring progress on completing modifications. If the time period of the plan is longer than one year, the plan shall identify steps that shall be taken during each year of the transition period. FHWA also recommends that the plan be updated annually until all planned modifications have been completed.

### **ACRONYMS**

CITY of Marysville (CITY)  
 Transportation Solutions, Inc (TSI) (CONSULTANT)  
 IMS Infrastructure Management Services (IMS)  
 design2LAST, Inc (D2L)  
 Transportation Improvement Plan (TIP)  
 Capital Facilities Plan (CFP)  
 Code of Federal Regulations (CFR)  
 Americans with Disability Act (ADA)  
 Accessible Pedestrian Signal and Pushbuttons (APS)  
 Washington State Department of Transportation (WSDOT)  
 Federal Highway Administration (FHWA)  
 Local Agency Guideline Manual (LAG)  
 Language Assistance Program (LAP)  
 Public Right-of-Way (PROW)

## **CITY PROVIDED DATA AND INFORMATION**

The CITY has developed information that will be used in the review and analysis of the CITY's ADA Self-Evaluation and ADA Transition Plan. The CITY shall provide access to all public right-of-way facilities that are to be assessed for purposes of this project. The CITY shall provide the following documents:

- 2019 Operating Budget
- 2019-2024 Capital Facilities Plan
- 6-Year Transportation Improvement Plan
- Long Range Transportation Improvement Plan, if available
- GIS files of planned infrastructure improvements
- GIS files related to land use, schools, transit, shopping, and medical facilities
- Existing Policy and Procedures related to ADA
- GIS files related to existing infrastructure such as sidewalks and shoulders.

## **ACCESSIBILITY CODES, STANDARDS, AND REGULATIONS**

The following accessibility standards shall be referenced on this project:

- 2011 Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG)
- Americans with Disabilities Act (ADA), Title II, 28 CFR Part 35 Subpart 'D', 35.151, using the 2010 ADA Standards for Accessible Design (ADAS)
- Americans with Disabilities Act (ADA), Title II, 28 CFR Part 35 Subpart 'D', 35.151, using the 1991 ADA Standards for Accessible Design – ADA Accessibility Guidelines (ADAAG)
- Uniform Federal Accessibility Standards (UFAS)
- CFR Title 28 Chapter I, Part 35
  - Subpart 'A' General
  - Subpart 'B' General Requirements
  - Subpart 'D' Program Accessibility
  - Subpart 'E' Communication
- Section 504 of the Rehabilitation Act of 1973

## **TRANSPORTATION SOLUTIONS, INC. PROJECT TEAM**

### ***Transportation Solutions, Inc***

Victor Salemann – QA/QC, Public Right-of-Way Assessment, Transition Plan

Jeff Elekes – Project Manager

Akmal Siddiq – ADA Transition Plan Documentation

Andrew Bratlien – GIS

Jennifer Salemann – Planner 1

## Jill Berberich – Project Administration

**SCHEDULE AND KEY MILESTONES**

The schedule assumes that work shall start no earlier than May 14, 2019, once notice to proceed is granted. The goal is to obtain CITY approval of the ADA Transition Plan and the Pavement Management System Update by February 10, 2020. Major milestones and deliverables are anticipated to include the following:

Task	Start on/before	Complete by	Deliverable
City	May 14, 2019	May 31, 2019	City to provide requested data
1.1	May 14, 2019	Jun 28, 2019	Memo – TSI to submit Draft Grievance Policy and Procedure
1.2.1	Jun 3, 2019	Jun 28, 2019	Memo – TSI to submit Draft Audible Pushbutton System Policy
1.2.1	Jun 3, 2019	Jul 12, 2019	Memo – TSI to submit Draft of Review of Capital Facility Plan
1.2.1	Jul 22, 2019	Sep 3, 2019	Memo – TSI to submit Field Data of ADA Inventory
1.2.2	Jun 3, 2019	Sep 3, 2019	Memo – TSI to submit Citywide Programmatic Assessment Review
1.3.1	Jun 3, 2019	Jul 12, 2019	Memo – TSI to submit Criteria for Prioritization
1.3.1	Jun 12, 2019	Sep 20, 2019	Memo – TSI to submit Prioritization Routes based upon GIS Analysis
1.3.2	Jun 3, 2019	Jul 12, 2019	Memo – TSI to submit Self-Evaluation Survey of City Progs/Services
1.3.2	Jun 3, 2019	Aug 9, 2019	Memo – TSI to submit findings of online Public Survey
1.3.2	Jun 3, 2019	Jul 12, 2019	Memo – TSI to submit info for Project Webpage
1.3.2	Jul 12, 2019	Sep 13, 2019	Memo – TSI to submit findings from ADA Outreach Workshops
1.4	Sep 3, 2019	Nov 1, 2019	Memo – TSI to submit cost Estimates, Schedule, and Financial Plan
1.5	Nov 1, 2019	Jan 3, 2020	Report – TSI to submit Draft of ADA Transition Plan
1.5	Nov 1, 2019	Dec 17, 2019	City Council – TSI to present ADA Transition Plan to City Council
1.5	Jan 3, 2019	Feb 14, 2020	Report - TSI to submit Final ADA Transition Plan

## **SCOPE OF WORK**

### **TASK 1 – ADA TRANSITION PLAN**

#### 1.0 – PROJECT MANAGEMENT

##### 1.1 – GAP ANALYSIS AND GRIEVANCE POLICY/PROCEDURE

##### 1.2.1 – SELF EVALUATION AND INVENTORY

##### 1.2.2 – CITYWIDE PROGRAMMATIC ASSESSMENT

##### 1.3.1 – GIS ANALYSIS

##### 1.3.2 – PUBLIC OUTREACH

##### 1.4 – ADA FINANCIAL PLAN AND IMPLEMENTATION SCHEDULE

##### 1.5 – PREPARE ADA TRANSITION PLAN

#### **1.0 – PROJECT MANAGEMENT**

Project Management shall include work effort necessary to develop the project scope, schedule, budget and to setup and track the progress of the project work activities; review, monitor, and update the project schedule and coordinate changes with the project team; prepare monthly status reports and project cost invoices to be submitted to the CITY for payment/reimbursement; attend, document, and facilitate internal project team meetings; respond to agency questions as appropriate. CONSULTANT shall submit a single monthly invoice which shall include the billing requests from team subconsultants. CONSULTANT shall provide a final invoice and copy of documents as stated hereafter.

CITY Responsibilities: Review project status updates and process invoices. Coordinate meetings and access to building and facilities.

Deliverables: Monthly status report with progress invoice billing statement; meeting notes, project schedule tracking/updates.

#### **1.1 – GRIEVANCE POLICY/PROCEDURE**

The CONSULTANT shall work closely with CITY staff in establishing roles and responsibilities of the ADA coordinator. CONSULTANT shall review and make recommendations to update the CITY's grievance/complaint procedures. CONSULTANT shall meet with CITY staff to review existing and proposed grievance policy and procedures.

CITY Responsibilities: Assign CITY staff to attend meetings. Review and provide comments, if any, to the draft memorandum of findings and recommendations for the Grievance Policy/Procedure Memorandum.



Deliverables: Submit draft memorandum of findings and recommendations for the Grievance Policy/Procedure. Respond to CITY comments and finalize memorandum of findings.

### **1.2.1 – SELF EVALUATION AND INVENTORY**

CONSULTANT shall coordinate with its subconsultant, IMS Infrastructure Management Services, to field inventory ADA barriers in the public right-of-way. IMS will provide a Master Asset List of the data to be collected using their Road Surface Tester and video equipment. Ramps will be categorized as follows:

Type I - Shallow slopes, does not slope to traffic, with rear curb/or flat pan - compliant to current standard.

Type II - Shallow slopes, slight slope to traffic, no rear curb - compliant, but to an older standard, low priority.

Type III - Shallow slopes, slope to traffic, no rear curb - partially compliant, moderate priority.

Type IV - Poor non-compliant geometrics, narrow or steep approach, excessive cross fall – not compliant, high priority.

Type V - No ramp, not required.

Type VI - No ramp, but one is required, high priority.

Type VII - The ramp is some other type than those areas listed above.

CONSULTANT shall review the CITY's GIS data and make recommendations for any further supplementation. The CONSULTANT shall meet with key CITY staff to review prior work efforts related to ADA self-assessment.

The CONSULTANT shall analyze the current projects planned in the 6-Year TIP, 6-Year CFP, the CITY's long-range plan and how they relate to ADA upgrade to various facilities. The CONSULTANT shall analyze the current Accessible Pedestrian Signal and Pushbuttons (APS) policies. The CONSULTANT shall analyze the CITY's pavement management system and how it relates to ADA curb ramp upgrades. The CONSULTANT shall analyze the CITY's review of driveways and their interface with sidewalks.

The CONSULTANT shall prepare a technical memorandum containing the CONSULTANT's findings and recommendations.

CITY Responsibilities: The CITY shall coordinate a meeting with key staff to discuss self-assessments. The CITY shall review the technical memorandum and make comments, if any, within 3 weeks of submission.

Deliverables: The CONSULTANT shall prepare a technical memorandum of findings and recommendations.

### **1.2.2 – CITYWIDE PROGRAMMATIC ASSESSMENT**

The CONSULTANT shall research and analyze the CITY's policy documents to identify issues that should be addressed regarding the accessibility of policies, programs and activities. Policy

documents shall include department and facility rules and regulations, administrative bulletins, the CITY's Municipal Code, right-of-way design standards and CITY practices for construction, maintenance management practices for ensuring pedestrian accessibility and project/program notifications.

The CONSULTANT shall develop a Questionnaire to be submitted to each department to identify current practices regarding ADA requirements including, eligibility requirements, participation requirements, facilities used, staff training, tours and transportation, communications, notifications, public meetings, use of contracted services, purchasing, maintenance of accessible features, and emergency procedures.

CITY Responsibilities: The CITY shall coordinate a meeting with key staff to discuss the programmatic assessment. The CITY shall provide CITY policy documents. The CITY shall review the technical memorandum and make comments, if any, within 3 weeks of submission.

Deliverables: The CONSULTANT shall prepare a technical memorandum of findings and recommendations.

### **1.3.1 – GIS ANALYSIS – PRIORITIZATION**

The CONSULTANT shall assist CITY staff with developing a criteria to assist the CITY in developing a prioritization of capital improvement projects and a schedule for the removal of accessibility barriers. The criteria shall identify the areas of highest priority for pedestrian improvement and discuss specific prioritization criteria for the CITY. The criteria used to develop prioritized barrier removal shall be based on input from the public. The CONSULTANT shall refine the criteria based upon input from the CITY. The CONSULTANT shall weight each proposed improvement against the refined criteria.

CONSULTANT shall also overlay high traffic public use areas, transit routes, schools and government facilities, and areas most frequently used by the ADA community. The CITY's travel demand forecasting model includes housing, employment, and traffic data shall be used to identify areas of high demand or risk to receive the highest priority in evaluation. "Heat Maps" shall be developed and prioritized routes shall be documented. The CONSULTANT shall identify the areas of highest priority for pedestrian improvement which shall inform the timeframe for the removal of barriers.

CITY Responsibilities: The CITY shall coordinate a meeting with key staff to assist in the development of criteria that shall be used to prioritize ADA improvements. The CITY shall review the technical memorandum and make comments, if any, within 3 weeks of submission.

Deliverables: The CONSULTANT shall prepare a technical memorandum of findings and recommendations.

### **1.3.2 – PUBLIC OUTREACH**

The CONSULTANT shall lead the Public Outreach effort working one-on-one with stakeholders, developing meeting materials, online surveys, and a project page on the CITY's website.

CONSULTANT shall coordinate the involvement of various stakeholders in the Transition Plan process. Stakeholder engagement shall include elected officials, CITY staff, the general public, individuals with disabilities, and organizations representing individuals with disabilities. The public outreach plan shall include the following methods to solicit input and obtain additional information from the community. These shall include the following:

- **Self-Evaluation Survey:** CONSULTANT shall administer and summarize survey results from the Americans with Disabilities Act Self-Evaluation Survey. The survey is the CITY's internal assessment of the accessibility of its facilities, programs, services, and activities. This includes site assessment of public facilities as well as a survey of CITY departments regarding the accessibility of their programs, services, and activities. Interviews with CITY staff and external stakeholders may help clarify survey results.
- **Public Survey:** A public survey shall gather feedback regarding citizens' perception of existing ADA accommodations. Through this survey, the project team shall better understand specific areas within the CITY requiring improvement and establish a sense of priority for needed improvements. The survey shall be available in online, printed, and large print formats; and shall be promoted through existing CITY, organization, and neighborhood communication channels. The survey shall also be available at the public meeting.
- **Project Website:** A project website shall provide information regarding the project goals, timeline, and key documents. The website shall also provide links to the public survey and include upcoming meeting dates. The CONSULTANT shall work closely with the City's PIO and support staff to information and survey related data for the website.
- **Public Workshop:** Up to two public workshops shall encourage residents to learn about the plan purpose, goals, and process; provide input regarding needed improvements; and provide feedback in terms of priority for needed improvements. Participants can connect with the project team to ask questions about the plan.

Seeking out those individuals and groups that rely on accessible infrastructure in the CITY of Marysville shall be a key element of the public outreach plan. Additionally, a discussion of funding needs and potential funding options is recommended as part of the public outreach process to determine if any potential local revenue sources such as General Obligation Bonds would be accepted by the community to accelerate ADA compliance.

CITY Responsibilities: Receive information from the CONSULTANT and post said information, as agreed to, on the CITY website. Review and update CONSULTANT developed public notices and post in common CITY locations. Coordinate dates and locations and advertise for Public Open House meetings. Coordinate dates and locations and advertise for special interest group meetings. The CITY shall review the technical memorandum and make comments, if any, within 3 weeks of submission.

Deliverables: The CONSULTANT shall coordinate with the CITY to help host Public Open House meetings and special interest group meetings. The CONSULTANT shall prepare and provide materials, as determined by the CONSULTANT, to provide information at the public and special interest group meetings. The CONSULTANT shall prepare a technical memorandum of findings and recommendations.

#### **1.4 – ADA FINANCIAL PLAN AND IMPLEMENTATION SCHEDULE**

The CONSULTANT shall lead the development of prioritization systems considering existing and future traffic conditions, existing and future land use, and most importantly the location of current populations that require accessible facilities. The system shall provide an effective merger of ADA driven project prioritization and the City's Capital Improvement Plan (CIP) to maximize overall benefits to the CITY's transportation system. This shall be combined with input from individuals and groups that rely on accessible facilities on a geographic basis.

The CONSULTANT shall develop and/or refine order of magnitude cost estimates for ADA barrier removal. The CONSULTANT shall use various sources, at the discretion of the CONSULTANT, to develop cost estimates for identified ADA upgrades. Cost estimated shall be documented in Excel spreadsheets.

CONSULTANT shall develop a long-range implementation schedule demonstrating that the CITY fully intends to remove ADA accessible barriers using existing and possibly new funding sources. CONSULTANT shall provide the CITY with a user-friendly tracking tool that shows the type, location, cost, and prioritization of each barrier and when it was removed. The GIS tool shall also incorporate ADA barrier removals/upgrades that occur as a result of the other capital improvement projects such as arterial widening projects, utility projects, building upgrades, and pavement overlay projects. A cost shall be developed for each ADA barrier removal in 2019

dollars. CONSULTANT shall develop 2-yr, 6-yr, 10-yr, and 20-yr CIP implementation plans for ADA upgrade projects.

CITY Responsibilities: The CITY shall coordinate a meeting with key staff to discuss transportation planning documents, land use and higher risk areas, self-assessments, future planned projects, and ADA upgrades. The CITY shall coordinate a meeting with key staff to discuss ADA Transition Plan funding. The CITY shall coordinate a meeting with key staff to discuss cost estimates. The CITY shall review the technical memorandum and make comments, if any, within 3 weeks of submission.

Deliverables: The CONSULTANT shall prepare a technical memorandum of findings and recommendations.

### **1.5 – PREPARE ADA TRANSITION PLAN**

The CONSULTANT shall prepare a Draft and Final ADA Transition Plan document. This shall describe the steps necessary to complete structural modifications to the ADA barriers identified through the self-evaluation, cost estimates to remove each barrier, recommended funding, and a long-range implementation schedule. The document shall be based upon all of the previous technical memorandums developed within this scope of work. The document shall be graphically oriented and prepared in a reader friendly format, web enabled, and ADA compatible to the extent required. CONSULTANT shall attend one (1) City Council meeting to present the draft ADA Transition Plan.

The ADA Transition Plan document data from the memos developed under the other tasks and shall include:

- A Summary of ADA Activities to Date
- Identification of the CITY's ADA Coordinator(s) with contact information
- A Summary of the Self-Assessment
- A Summary of the Public Outreach Process
- A Summary of the Prioritization Methodology
- A Summary of the Grievance Process
- A Summary of the Levels of Annual Capital Improvement Plan (CIP) Funding

CITY Responsibilities: The CITY shall coordinate a meeting with key staff to discuss the ADA Transition Plan document. The CITY shall review the technical memorandum and make comments, if any, within 3 weeks of submission.

Deliverables: The CONSULTANT shall prepare a Draft and Final ADA Transition Plan document.

## SCOPE OF WORK

### TASK 2 – ADA FIELD DATA/PAVEMENT MANAGEMENT SYSTEM UPDATE

#### **Task 2 – IMS – ADA Field Data/Pavement Management System Update**

The CITY intends to enter into a separate agreement with IMS – Infrastructure Management Services to provide ADA field review data and a full update to the CITY’s pavement Management System. IMS has developed a logical sequence of activities to effectively obtain the greatest efficiency for each project. IMS shall use a series of Task Activities to define a work plan and then assign appropriate resources to fulfill the contractual requirements, schedule, and budget. The tasks are used to monitor performance and productivity, and link them directly to a contract unit of measure.

TSI understands that IMS will have the following three tasks, each with numerous activities and deliverables within them. The three tasks are:

**2.1 Project Initiation** – this task shall set the tone for the overall assignment, as well as document the scope, deliverables and formats. TSI will coordinate with IMS on this task as it relates to the ADA Transition Plan.

**2.2 Field Surveys** – this task is the heart of the project and encompasses all activities relating to the Laser RST surveys. Starting with the equipment calibration, the field surveys have been designed to collect the most data in the most efficient manner possible. Field surveys shall also be used to undertake quality assurance activities that relate to network coverage, and image quality validation. TSI will coordinate with IMS on this task as it relates to the ADA Transition Plan.

**2.3 Data Management** – this is the task that takes the raw information collected in the field, and processes it into a series of deliverables. This task shall also complete the quality assurance and quality control, data processing, formatting, data loading, optional alternative software implementation, image deliverables processing, cost-benefit analysis and reporting activities. TSI will coordinate with IMS on this task as it relates to the ADA Transition Plan.

City of Marysville - ADA Transition Plan	Person	Victor Salemann	Jeff Elekes	Akmal Siddiq	Andrew Bratlien	Jennifer Salemann	Jill Bererich		
Fee Estimate - Transportation Solutions, Inc.	Class	Engineer VIII	Engineer VII	Engineer IV	Engineer V	Planner 1	Office Manager		
4/10/2019	Billrate	235.00	215.00	145.00	168.50	98.00	115.00	Hrs	Amt
<b>TASK 1 - ADA TRANSITION PLAN</b>									
1 Project Management		16.0	48.0	-	-	-	10.0	74.0	\$ 15,230
1.1 Grievance Policy/Procedure		2.0	6.0	24.0	-	-	-	32.0	\$ 5,240
1.2.1 Self Evaluation and Inventory		4.0	40.0	-	-	48.0	-	92.0	\$ 14,244
1.2.2 Citywide Programmatic Assessment		4.0	16.0	-	-	60.0	-	80.0	\$ 10,260
1.3.1 GIS Analysis - Prioritization		8.0	40.0	-	48.0	56.0	-	152.0	\$ 24,056
1.3.2 Public Outreach		4.0	16.0	-	-	80.0	-	100.0	\$ 12,220
1.4 ADA Financial Plan and Implementation Schedule		24.0	56.0	-	-	24.0	-	104.0	\$ 20,032
1.5 Prepare ADA Transition Plan		16.0	16.0	-	-	80.0	-	112.0	\$ 15,040
<b>SubTotal - Task 1</b>		78.0	238.0	24.0	48.0	348.0	10.0	746.0	\$ 116,322
<b>TASK 2 - ADA FIELD DATA/PAVEMENT MANAGEMENT SYSTEM UPDATE</b>									
2.1 Project Initiation		1.0	4.0	-	-	-	-	5.0	\$ 1,095
2.2 Field Surveys		-	4.0	-	-	-	-	4.0	\$ 860
2.3 Data Management		1.0	4.0	-	-	-	-	5.0	\$ 1,095
<b>SubTotal - Task 2</b>		2.0	12.0	-	-	-	-	14.0	\$ 3,050
<b>TSI Labor Cost</b>	Hrs	80.0	250.0	24.0	48.0	348.0	10.0	760.0	
	Billrate	235.00	215.00	145.00	168.50	98.00	115.00		
	Amt	\$ 18,800	\$ 53,750	\$ 3,480	\$ 8,088	\$ 34,104	\$ 1,150		\$ 119,372
TSI Expenses									
Travel - Meetings and Field Review	10 event		90 mile/event		0.545 \$/mile			\$ 490.50	
Misc								\$ 37.50	
									\$ 528
<b>TSI Fee Estimate</b>									<b>\$ 119,900</b>

**EXHIBIT B**  
**Subcontractors/Subconsultants**

**Below is a list of approved subcontractors/subconsultants:**

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**OR**

**There are no approved subcontractors or subconsultants.**




# *Index #11*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 13, 2019**

<b>AGENDA ITEM:</b>	
Supplemental Agreement No. 3 with BergerABAM (now WSP USA) for construction support services for the 1 <sup>st</sup> Street Bypass Project.	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b> 
Steven Miller, Senior Project Manager	
<b>DEPARTMENT:</b>	
Public Works (Engineering)	
<b>ATTACHMENTS:</b>	
Supplemental Agreement No. 3	
<b>BUDGET CODE: 30500030.563000, R0901</b>	<b>AMOUNT: \$479,343.00</b>
<p><b>SUMMARY:</b></p> <p>On February 13, 2017, Council authorized the Mayor to execute a contract with BergerABAM, Inc. to provide professional engineering design services for the 1st Street Bypass project. This project will improve the existing 1<sup>st</sup> Street roadway from (2) to (5) lanes from State Avenue to Alder Avenue, and will build a new 2 lane bypass connection between Alder Avenue and 47<sup>th</sup> Avenue, providing a new arterial route enabling commuters to bypass congestion on 4<sup>th</sup> Avenue and the BNSF rail crossing to access I-5, in conjunction with the WSDOT SR529 interchange expansion project.</p> <p>Council further approved supplements to the contract on November 13, 2017, and on December 10, 2018, allowing the design to address additional improvements required for the project. The design was completed in March 2019, and the project was advertised for construction on March 19. With (5) bids received on April 16, the lowest responsive bidder was identified. With the award of the construction contract, construction support will be required to ensure ground improvements are installed adequately to support the new bypass roadway, and to ensure that staff have sufficient engineering support to administer the project.</p> <p>Staff has reviewed the scope and fee in this proposal, and has determined the proposal to be reasonable and to provide sufficient engineering resources to meet requirements and to deliver the project.</p>	

<p><b>RECOMMENDED ACTION:</b></p> <p>Staff recommends that Council authorize the Mayor to sign and execute the attached Supplemental Agreement No. 3 with WSP USA, Inc., in the amount of \$479,343.00 for construction support services for the 1<sup>st</sup> Street Bypass project.</p>
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**SUPPLEMENTAL AGREEMENT NO. 3 TO  
PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND WSP USA, INC.**

**THIS SUPPLEMENTAL AGREEMENT NO. 3** (“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 WSP USA, Inc., a Washington corporation (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for consulting services to prepare and deliver 100% plans, specifications and a final cost estimate for the Street Bypass project and to provide related engineering, permitting, and right-of-way acquisition services (the “Original Agreement”), said Original Agreement being dated February 13th, 2017; and

WHEREAS, both parties desire to supplement the Original Agreement, by expanding the Scope of Services to provide for construction support services for the 1st Street Bypass project including support for requests for information, engineering support, inspection services, geotechnical support for ground improvements, submittal review, survey support, delivery of CADD as-built record drawings, and right-of-way acquisition service, and to provide compensation therefore;

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

1. Exhibit A, as referenced and incorporated in Section 1 of the Original Agreement, “SCOPE OF SERVICES”, shall be appended by **Exhibit A-1**, attached hereto and by this references made part of this Supplemental Agreement No. 3, and a part of the Original Agreement.

2. Section 2 of the Original Agreement, “TERM”, is amended to revise the termination date from midnight on June 30, 2019, to midnight on December 31, 2020.

3. Section 3 of the Original Agreement, “COMPENSATION”, is amended to include the additional Consultant fee of Four Hundred, Seventy-nine Thousand, Three Hundred Forty-Three Dollars and Zero Cents (**\$479,343.00**) and shall read as follows: “In no event shall the compensation paid to Consultant under this Agreement exceed Two Million Two Hundred Thirty-Six Thousand Eight Hundred Eighty-Seven Dollars and Zero Cents (**\$2,236,887.00**) 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	\$1,595,421.00
Supplemental Agreement No.1	\$62,766.00
Supplemental Agreement No.2	\$99,357.00
Supplemental Agreement No. 3	\$479,343.00
 Grand Total	 \$2,236,887.00

4. Each and every provision of the Original Agreement for Professional Services dated February 13th, 2017, shall remain in full force and effect, except as modified herein.

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

CITY OF MARYSVILLE

WSP USA, INC.

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

By \_\_\_\_\_  
[Name]  
Its: [Title]

ATTEST/AUTHENTICATED:

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

Approved as to form:

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

**EXHIBIT A-1 (SUPPLEMENT NO. 3)  
SCOPE OF WORK – DESIGN CONSTRUCTION SUPPORT SERVICES  
PROJECT NO. A17.0194**

**INTRODUCTION**

City of Marysville (CITY) has contracted with BergerABAM Inc. (CONSULTANT) to develop this road corridor improvement project, which includes structural earth walls, drainage improvements, and other improvements on the 1<sup>st</sup> Street and adjacent roadways. This supplement provides for Design Construction Support Services (DCSS) during construction of 1st Street Bypass Project.

**SCOPE OF SERVICES – DESIGN CONSTRUCTION SUPPORT SERVICES (DCSS)**

DCSS provides continuity of the design team through the construction process. Services to be provided by the CONSULTANT during construction will include shop drawing review, submittal review, and responses to Contractor requests for information. Services may also include adjustments to the project design to work around unforeseen site conditions. Services will also include site visits, attendance at project meetings, design team inspections, and preparation of record drawings.

It is recognized by both parties that efforts to provide services under this supplemental agreement can vary considerably from estimates utilized to develop the additional amount payable for this supplemental agreement. Some budget items may cost more and other items may cost less. CONSULTANT reserves the right to use unused budget of some of their tasks for other tasks.

**SUBCONSULTANTS**

These construction support services include services provided by the following subconsultants.

- DKS, Inc. – Traffic Signal and Illumination Engineering
- Shannon and Wilson, Inc. – Geotechnical Engineering
- Beyler Consulting – Survey
- Universal Field Services – Right of Way Acquisition Services

Under DCSS, eight basic tasks will be provided as follows.

**DCSS Task 1 – Project Administration and Meetings**

The CONSULTANT shall attend project site meetings as necessary. The estimated number of meetings for each is shown in the accompanying fee estimate.

The CONSULTANT shall also prepare monthly invoices for the CONSULTANT's services that include a brief description of services provided during the month. Invoices shall be based on the task descriptions contained in this scope of work.

**Deliverable(s)**

- Monthly CONSULTANT invoices and progress reports

**DCSS Task 2 – Requests for Information (RFIs) and Submittal Review**

The CONSULTANT shall respond to questions and RFIs by the Contractor and shall review Contractor submittals as assigned by the CONSULTANT Construction Administration and Inspection staff. Assumed submittal items are as indicated in the accompanying fee estimate.

**Deliverable(s)**

- Responses to construction support staff to support RFIs, as required
- Responses to submittals, as required

**DCSS Task 3– Change Orders**

The CONSULTANT shall provide revised plans and specifications as required to execute change orders.

**Deliverable(s)**

- Revised plans and specifications shall be provided, as required

**DCSS Task 4 – Inspections**

BergerABAM design staff and subconsultant design staff shall provide part-time inspections on an as-needed or as-desired basis. Specialized inspection services shall include the following.

- Full-time field representative to observe the peat over-excavation and replacement.
- On-call or part-time field representative to observe the sheet pile installation near the existing sewer lines
- On-call observation of the pre- and post- stone column installation SPT borings performed by the contractor.
- Review of contractor documents including evaluation of stone column performance from pre- and post- stone column installation SPT borings
- Structural observation for the installation of gravel borrow and structural earth walls. It is assumed that this will be a part-time effort: twice a week for 2 months.

**Assumption(s)**

- The peat excavation work will take two months to complete.

**Deliverable(s)**

- CONSULTANT staff shall provide daily inspection reports whenever on site to conduct these inspections.

### DCSS Task 5 – Utility Coordination and Conflict Resolution

BergerABAM design staff shall provide utility coordination and conflict resolution support for any utility location issues that arise during installation or relocation on an as-needed basis. Services may include additional site visits and inspections, meeting attendance, generation of working drawings, and other support.

### DCSS Task 6 – Record Drawings

The CONSULTANT and SUBCONSULTANT DKS shall prepare a record set of drawings for the CITY that reflect field changes during construction (additions, modifications, or deletions) to the sheets of the bid drawing set produced by BergerABAM or DKS. The record drawing set shall include any drawings revised or reissued during construction as a result of change orders and shall include changes resulting from RFI responses. The basis for the record drawings shall be a set of bid drawings redlined with changes by the Contractor and CITY and supplied to the CONSULTANT. These drawings shall be noted as “record drawings” in the drawing revision block, but shall not require seals or signatures of registered professionals. The intent of the record drawing set is to provide the best information available to capture significant field changes, but not necessarily every minor change that may occur.

#### Deliverable(s)

- One set of half size (11” x 17”) final record drawings, PDF
- One electronic set in AutoCAD format

### DCSS Task 7 – Control Survey

The SUBCONSULTANT Beyler Consulting shall recover and/or set horizontal and vertical control on both ends of the project for construction Contractor. The SUBCONSULTANT shall spot check Contractor staking, review Contractor survey records as needed, respond to RFIs regarding controls, and verify the Contractor’s calculated coordinates prior to work.

#### Assumption(s)

- City of Marysville will provide traffic control and/or close the road for this work to occur.

#### Deliverable(s)

- Data, verification, and RFI reponses as described above.

### DCSS Task 8 – Right-of-Way Acquisition Services

The SUBCONSULTANT Universal Field Services shall complete Settlement Agreements on the following parcels as shown in Table A below:

TABLE A							
Parcel Data			Real Property Rights to Acquire				Valuation Type
No.	Tax Parcel No	Taxpayer / Owner	Partial Fee Simple	Total Fee Simple	Perm Slope Esmt.	Temp. Const. Esmt.	
1	00551100500800	McKinley, Carlin	X				AOS

5	00686200000300	Moate, Thomas	X				APP
7	30053300102200	Pariwarak, Inc.	X				APP
8	30053300102000						
9	30053300101800	Marysville Apartments, LLC	X				APP
10	30053300105300	Lake Cassidy Health Holdings LLC	X			X	AOS
13	30053300204000	Synergy Services Group LLC	X			X	AOS



**EXHIBIT A-1 (SUPPLEMENT NO. 3)  
CONSULTANT FEE DETERMINATION**

**BergerABAM DCSS Costs  
4/25/2019**

**DIRECT SALARY COSTS (DSC)**

<u>Personnel</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
1 Project Manager	566	X	\$68.00	=	\$ 38,488
2 Project Engineer	622	X	\$50.00	=	\$ 31,100
3 Designer-CADD	224	X	\$43.00	=	\$ 9,632
4 Admin, Clerical	<u>32</u>	X	\$35.00	=	<u>\$ 1,120</u>
	<b>Total Hours</b>	<b>1,444</b>	<b>Subtotal Direct Salary Costs (DSC) = \$</b>		<b>80,340</b>
			<b>Salary Escalation (SE) = 5% of DSC = \$</b>		<b>4,017</b>
			<b>Subtotal (DSC + SE) = \$</b>		<b>84,357</b>
<b>Overhead and Profit Multiplier</b>	<b>2.95</b>				<b>\$ 248,853</b>
<b>TOTAL SALARY COSTS = \$</b>					<b>248,853</b>

**DIRECT NONSALARY COSTS (DNSC)**

Mileage	4000	miles @ \$ 0.580	\$	2,320
Copies			\$	500
<b>TOTAL REIMBURSABLE EXPENSES (DNSC) = \$</b>				<b>2,820</b>

**TOTAL AUTHORIZED AMOUNT = \$ 251,673**

**SUBCONSULTANTS**

DKS, Inc.	\$	76,919
Shannon and Wilson	\$	105,657
Universal Field Services	\$	16,697
Beyler	\$	28,396

**TOTAL ESTIMATED DESIGN CONSTRUCTION SUPPORT FEES = \$ 479,343**

EXHIBIT A-1 (SUPPLEMENT NO. 3)  
CONSULTANT FEE DETERMINATION

BergerABAM DCSS Hours  
4/25/2019


BergerABAM DCSS Staff	Task No.	Project Manager	Project Engineer	Designer-CADD	Admin, Clerical	BergerABAM Totals
<b>DESIGN CONSTRUCTION SUPPORT SERVICES</b>						
<b>TASK 1 - Project Admin &amp; Meetings</b>	<b>1</b>	<b>186</b>	<b>166</b>	<b>24</b>	<b>20</b>	<b>396</b>
Project Preconstruction Meeting		6	6	-	-	12
Attendance at Weekly Site Meetings (30 Mtgs)		120	120	-	-	240
Quantity Assurance		40	40	24	-	104
Monthly Invoices and Progress Reports (20 Months)		20	-	-	20	40
<b>TASK 2 - RFI's &amp; Submittal Review</b>	<b>2</b>	<b>168</b>	<b>176</b>	<b>-</b>	<b>-</b>	<b>344</b>
Construction Access Plan			By Others			-
SWPPP			By Others			-
Construction Stormwater			By Others			-
Gravel			By Others			-
Crushed Surfacing			By Others			-
HMA		8	16			24
Traffic Control Plan			By Others			-
Sidewalk and Structures		40	40			80
Misc. Submittal Review		40	40			80
RFI's (Assume 80)		80	80			160
<b>TASK 3 - Change Orders</b>	<b>3</b>	<b>80</b>	<b>80</b>	<b>80</b>	<b>-</b>	<b>240</b>
<b>TASK 4 - Inspections</b>	<b>4</b>	<b>80</b>	<b>80</b>	<b>-</b>	<b>-</b>	<b>160</b>
General Site Visits (20 site visits)		80	80	-	-	160
<b>TASK 5 - Utility Coord./ Conflict Resolution</b>	<b>5</b>	<b>40</b>	<b>80</b>	<b>40</b>	<b>4</b>	<b>164</b>
<b>TASK 6 - Record Drawings</b>	<b>5</b>	<b>12</b>	<b>40</b>	<b>80</b>	<b>8</b>	<b>140</b>
<b>TOTAL ESTIMATED HOURS FOR DCSS</b>		<b>566</b>	<b>622</b>	<b>224</b>	<b>32</b>	<b>1,444</b>

# *Index #12*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 13, 2019**

<b>AGENDA ITEM:</b>	
Professional Services Agreement with Akana, Inc. for Construction Management Support Services on the WWTP Headworks Retrofit Project	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b> 
Patrick Gruenhagen	
<b>DEPARTMENT:</b>	
Public Works (Engineering)	
<b>ATTACHMENTS:</b>	
Professional Services Agreement	
<b>BUDGET CODE: 40230594.563000 S1503</b>	<b>AMOUNT: \$449,105.00</b>
<p><b>SUMMARY:</b> The WWTP Headworks Retrofit Project calls for a comprehensive upgrade of the Wastewater Treatment Plant headworks facility. City Council awarded the construction contract for this project to McClure &amp; Sons, Inc. on April 8, 2019, and work is set to begin in mid-May. In anticipation of that milestone, this Professional Services Agreement (PSA) will provide the City with construction management (CM) support services during administration of the construction contract.</p> <p>The recommended consultant team for these services is Akana, Inc. Akana was one of four firms that submitted proposals in response to a City RFP which was published on February 23, 2019; others included KBA, RH2, and Vanir Construction Management. Upon review of proposals and consideration of each firm’s credentials, the City initially selected Vanir Construction Management for these services, and subsequently initiated scoping and contract negotiations with Vanir. However, as the City and Vanir were unable to agree to a reasonable fee despite considerable effort, the City ultimately chose to <i>terminate</i> negotiations with Vanir and initiate negotiations with Akana – the second ranked firm. (<i>in accordance with RCW 39.80.050</i>) The City is confident, based upon Akana’s qualifications and work experience, that they are well-suited to assist the City with this particular project.</p> <p>Akana will provide staff augmentation to the City during a period in which a number of large capital improvement projects will be under construction concurrently. As such, Akana’s role will be to serve as an extension of the City’s CM team – helping to coordinate with the City’s contractor, confront and overcome constructability issues as they arise, provide document controls, and evaluate updates to the contractor’s CPM schedule. To ensure a seamless transition from design into construction, Akana will retain the City’s designer of record, BHC, as a sub-consultant. BHC will provide support in the review of technical submittals, response to contractor requests for information (RFI’s), and preparation of change orders.</p> <p>It is staff’s opinion that the negotiated fee is fair and consistent with industry standard for the type of work at hand. Furthermore, Akana has a proven track record working on complex projects throughout the region. In light of this, staff is therefore confident that the City would be well-served by Akana for this particular project, and recommends that Council authorize the Mayor to sign and execute this PSA with Akana.</p>	

<b>RECOMMENDED ACTION:</b>
Staff recommends that Council authorize the Mayor to sign and execute the attached Professional Services Agreement with Akana, Inc. to provide construction management support services on the WWTP Headworks Retrofit project in the amount of \$449,105.00 including Washington State Sales Tax.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND AKANA, 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 Akana, Inc., a corporation in Oregon, organized under the laws of the state of Oregon, located and doing business at 6400 SE Lake Rd., Suite 270, Portland, OR 97222-2129 (“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 and shall terminate at midnight on December 31, 2020. 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 Four Hundred Forty Nine Thousand Fifty Thousand One Hundred Five Dollars (**\$449,105.00**) 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.





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**  
 Department of Public Works  
 Attention: Patrick Gruenhagen  
 80 Columbia Avenue  
 Marysville, WA 98270

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

**AKANA, INC.**

Attention: Jeff Faunce  
345 118 Ave SE, Suite 130  
Bellevue, WA 98005

**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 May, 2019.

CITY OF MARYSVILLE

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

DATED this \_\_\_\_\_ day of May, 2019.

AKANA, INC.

By \_\_\_\_\_  
[Name]  
Its: [Title]

ATTEST/AUTHENTICATED:

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

Approved as to form:

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



**EXHIBIT A**  
**Scope of Services**



**SCOPE OF SERVICES**  
**City of Marysville**  
**Wastewater Treatment Plant Headworks Retrofit Project**  
**Construction Services**

This work will provide construction engineering services for the construction contract to complete the Wastewater Treatment Plant Headworks Retrofit Project (City of Marysville Project No.S1503). These services will include assist in resident engineering, and contract administration required during the construction of the project, as detailed below:

## I. INTRODUCTION

The Consultant will perform the following scope of construction services on the Wastewater Treatment Plant Headworks Retrofit Project. The scope of services and associated cost of services are based upon the assumptions outlined below.

Assumptions:

- The accompanying budget for the services detailed below is based on the services of one Part-time assistant resident engineer during a 300 working day or an approximate 15 month construction contract. An increase or decrease in the number of working days affects the time the resident engineer will be required to work on the project.
- Inspection will be performed by the City. No Akana inspector will be required during the 300 working days to correspond with the simultaneous multi-crew construction approach anticipated by the contractor. It is anticipated that this project will be linear in nature and the city will supply full-time inspection for work to be completed within the 300 working day limit.
- The contract administrator will be a part-time position. The contractor administrator will make trips to the field office on a weekly basis to attend meetings and occasional other trips for required coordination between the various participants.
- Mileage: The attached budget numbers reflect travel requirements for project staff. For resident engineer, and administration. The cost for the project will include a partial lease cost for vehicle and mileage as required and indicated in the attached budget.
- A space at the city of Marysville will be provided for Akana as part of this contract and Akana will be allowed use of a copy machine, desk, file cabinet, and other items necessary to facilitate project management, organize project documentation, track progress of the construction and to allow good communication. It is estimated that the office will be available for the duration of the project. Mobile phones will be provided by Akana.

## II. DETAILED SCOPE OF WORK

### Task 1 – Project Management.

Provide overall project management, coordination with the City, monthly progress reports, and invoicing. This effort will include the following elements.

- 1.1 Organize and layout work for project staff under this agreement. Prepare project instructions on contract administration procedures to be used during construction.
- 1.2 Review monthly expenditures, prepare invoice and submit letter to the City.

(Note: See also Tasks 3 and 4, which include activities that may otherwise be considered project management tasks.)

### Task 2 – Preconstruction Services

- 2.1 Preconstruction Conference. The Consultant shall prepare an agenda for, distribute notices of the conference, and will conduct a preconstruction conference in the City's offices. The Consultant's resident engineer, and contract administrator will attend the preconstruction conference. The

contract administrator will prepare a written record of the meeting. The consultant shall also distribute copies of the minutes to all attendees, affected agencies and others as appropriate.

It is also anticipated that up to four (4) "mini pre-con" meetings will be held with the major sub-contractors before their specific work activities begin.

- 2.2 Work with the city Inspector to who is to provide one set of preconstruction photographs to the City.

### **Task 3 – Construction Services – Field**

- 3.1 Provide the services of a part-time resident engineer. City to supply inspectors for pipe, roadway, electrical, and other items, as needed, on the project site who will observe the technical conduct of the construction, including providing day to day contact with the Contractor and the City. By providing such assistance, the Consultant shall assume no responsibility for proper construction techniques and job site safety. The presence of the Consultant's personnel at the construction site is for the purpose of providing to the City a greater degree of confidence that the completed work will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the construction contractor(s). The Consultant's personnel shall act in accordance with Section 1-05.1 and 1-05.2 of the current WSDOT Standard Specifications. The Consultant will endeavor to protect all parties against defects and deficiencies in the work of the Contractor(s), but cannot guarantee the Contractors' performance and shall not be responsible for construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the work performed by the construction contractor(s) and any subcontractors.
- 3.2 The city inspector will prepare daily construction reports, utilizing report forms approved by the City, detailing the contractors operations performed for each day the Consultant is on site; measure the quantities of materials installed, log equipment used, workers on site and other items.
- 3.3 The city inspector and city project manager will decide questions which may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the Contractor, including response to related questions from adjacent property owners and the general public.
- 3.4 The city will prepare field records and documents to help assure the project is administered in accordance with funding requirements.
- 3.5 The city will provide periodic photographs during the course of construction. Photographs to be labeled with date taken and subject matter.
- 3.6 The city will coordinate with the contractor provided surveying.
- 3.7 The city will coordinate with contractor to conduct materials tests/laboratory tests.
- 3.8 Punch list. Upon substantial completion of work, coordinate with the City and other affected agencies, to perform a project inspection and develop a comprehensive list of deficiencies or 'punch list' of items to be completed. This will be issued with the Certificate of Substantial Completion, which will be issued by the Consultant.

### **Task 4 – Construction Services – Field Office**

- 4.1 The city will provide day to day project management. The consultant will assist as liaison with City operations on a regular basis to discuss project issues and status.
- 4.2 Plan interpretations. Provide technical interpretations of the drawings, specifications, and contract documents, and evaluate requested deviations from the approved design or specifications. (Note: Consultation with Engineer of Record (designer) will be facilitated by the City for evaluation of design deviations that may affect performance.)
- 4.3 Weekly meetings. Lead weekly meetings, including preparing meeting minutes and distributing copies of minutes to attendees. Outstanding issues to be tracked on a weekly basis. Contractor to provide a 3-week schedule of upcoming work at each meeting.
- 4.4 Record drawings. Review record drawings prepared by the Contractor.
- 4.5 Monthly Pay Requests. Prepare the first monthly requests for payment, with city administration and review with the City and contractor and approve, as permitted. Utilize City provided format for pay estimates. remainder of pay estimates to be performed by the city.

**Task 5 – Submittal Processing**

- 5.1 Coordinate review process for shop drawings, samples, traffic control plans, test reports, and other data submitted by the Contractor for compliance with the information required by the contract documents. (Submittals to be transmitted to the Designer (BHC) for their review.)
- 5.2 Forward copies of submittals to the City for their information and review.
- 5.3 Log and track submittals. Provide updates of log to the City on a periodic basis.

**Task 6 – Change Orders**

- 6.1 Change orders. Assist as directed by the city project manager to develop change orders and provide technical assistance to negotiate the change orders. It is assumed that there will be no more than 2 change orders, totaling up to 30 man-hours per change order. (Note: Change orders that may affect facility performance will be transmitted to the Designer for review and concurrence.)

**Task 7 – Engineering Assistance**

The services described under this task, and any other additional services requested by the City, will be performed as requested. We have set aside up to 20 hours of labor (as directed by the City) and included the time in this contract. Additional work above these 20 hours will be performed when authorized by the City. Authorization to perform additional services will be in the form of an addendum to this agreement, specifying the work to be performed, projected hours and basis of payment.

- 7.1 Provide any additional services resulting from changes in scope or design of the project due to circumstances beyond the Consultant's control. Changes include, but are not limited to, changes in size, complexity, the schedule, character of construction, or method of financing..

**Scope of Work**  
**City of Marysville**  
**Wastewater Treatment Plant Headworks Retrofit Project**  
**BHC Services During Construction**

Scope of Work:

- BHC will review submittals as indicated in the attached level of effort. The level of effort assumes BHC review of 64 submittals with a maximum resubmittal rate of 50 percent and no second iteration of submittals (i.e., resubmittal of a resubmittal). Akana will be responsible for maintaining the submittal log, distributing submittals and tracking submittal status.
- BHC will provide responses to requests for information (RFIs) that, after an initial review by Akana, are deemed technical in nature and/or would significantly impact the design and so necessitate a review by the engineer of record. Akana will be responsible for maintaining the RFI log, distributing RFIs and tracking RFI status. It is assumed that up to 50 RFIs will require a response from BHC with an average effort of 3 hours each.
- BHC will provide technical input on proposed or requested change order or force account items. Akana will be responsible for preparing change order and force account paperwork, reviewing pricing, maintaining a log, and distributing/tracking change order and force account items. It is assumed that up to 15 total change order and force account items will require review and input from BHC.
- BHC will assist with preparation of up to 10 field memos that are technical in nature to provide clarification to the Contractor on issues that do not affect Contract time or price and did not originate from the Contractor with an RFI.
- One personnel from BHC will participate in weekly progress meetings via teleconference on an as needed basis. Akana will provide adequate notice to coordinate BHC's participation. It is assumed the BHC will participate in 24 meetings via teleconference throughout the duration of construction and BHC's participation in each meeting will not exceed 1-hour in duration.
- BHC's structural engineer of record will conduct up to 4 site visits to review structural work and prepare a subsequent stamped and signed observation report for submittal to the City, as necessary and required by the City Building Department.
- One personnel from BHC will attend the pre-construction meeting. The duration of the meeting is assumed to be 3-hours. Budget includes time for travel.
- One personnel from BHC will visit the site quarterly to review progress. The duration of the site visit is assumed to be 3-hours. Budget includes time for travel and a brief e-mail summary capturing important observations and discussions.
- One personnel from BHC will attend up to three additional site visits to deal with specific construction issues that are time sensitive and cannot be resolved remotely. The duration of the site visit is assumed to be 3-hours. Budget includes time for travel and a brief e-mail summary capturing important observations and discussions.
- BHC will provide technical assistance pertaining to startup of the equipment and integration with the overall operation of the WWTP, including review of startup plans prepared by the Contractor. 52 man-hours are budgeted to provide assistance during startup including additional site visits, travel time, meeting time, review of documents and preparation of correspondence.



**Scope of Work**  
**Marysville Headworks Retrofit**  
**Landau Associates, Inc. Special Inspection Services**

**Project Understanding**

Landau Associates, Inc. (LAI) understands that the City of Marysville (City) Headworks Retrofit Project (project) consists of the following three phases:

- Phase 1: Filling of the lagoon and preloading designated areas, replacing the flume manhole, and installing temporary bypass piping.
- Phase 2: Selective demolition and improvement of the existing headworks, including mechanical, electrical, and instrumentation improvements.
- Phase 3: Installation of the overflow trench box, overflow pipeline, and washer/compactor; removal of temporary bypass piping and preload fill; and placement of crushed surfacing.

In developing the initial level of effort (LOE) estimate, LAI has assumed limited site visits for construction observation as described below. LAI understands that the contractor's materials testing firm will provide field quality control of fill placement, and that the City's representative will provide quality assurance for fill placement. LAI assumes the majority of geotechnical special inspection will occur during the following activities:

- Filling of the lagoon and preload placement (Phase 1).
- Subgrade preparation for new structures (Phase 1 and Phase 3).

**Proposed Scope of Services**

LAI's scope of work is limited to the following tasks:

- (1) Review project plans, respond to requests for (geotechnical) information (RFIs), and review geotechnical-related contractor submittals.
  - LAI has assumed review of three submittals and three RFI's.
- (2) LAI assumes meeting attendance will consist of the following:
  - One in-person meetings in Marysville by a geotechnical engineer.
  - Three conference calls by a geotechnical engineer.
- (3) Visit the site when contacted by the City or its authorized agents and perform geotechnical special inspections. We will observe construction sequencing, subsurface conditions and confirm earthworks are commensurate with our recommendations (and the project plans and

specifications), and provide supplemental recommendations as necessary. LAI assumes that site visits will be performed by a staff engineer-in-training or technician. Specifically, LAI assumes inspections are limited to the following visits:

- Lagoon fill placement below water (one day visit during initial placement to observe effectiveness/quality of contractor's construction method).
- Preload fill placement and settlement monitoring system (one ½-day visit to observe preload coverage and adequacy of settlement monitoring system).
- Four ½-day visits to observe foundation subgrades.
- LAI assumes one daily field report per site visit. Daily field reports will summarize our observations and document the geotechnical recommendations provided.

- (4) Review preload settlement monitoring data and provide recommendations regarding duration of preload.

Table 1 (attached) details the estimated level of effort for each proposed scope item

### **Assumptions**

- Site visits are limited to those identified above. LAI will be notified at least 2 business days prior to a required site visit.
- LAI's deliverables for the project are limited to 6 daily field reports, responses to the RFI's and contractor submittals, and a summary email regarding preload settlement. All deliverables will be provided in the body of an email or electronically as pdfs.
- LAI is not responsible for quality control or quality assurance of fill placement.
- Miscellaneous review of the contractor's material testing firm's field reports and/or contractor change orders will count toward the Task 1 budget, and may reduce the overall number of RFIs or contractor submittals LAI can review. Additional budget would be required in order to review all geotechnical field reports for the project.



Proposal Fee Estimate

Exhibit C

AKANA

CLIENT Name: City of Marysville  
 PROJECT Description: Marysville WWTP budget  
 Proposal/Job Number: \_\_\_\_\_ Date: 4/28/2019

# Marysville Projects

January 3, 2019 Rates

January 3, 2019 Rates	Jeff Faunce	Carl Neagoy	Randi Mahlum	Proj. Manager	Mindy Cory	qa/qc/cqap	Asst. Cxt	Designer	CAD	Admin. Assst.	#0	Total	AKANA	AKANA	AKANA	BHC	Landau	CZE	CZE	CZE	Total Expenses	Total Labor + Expenses	
Classification:												Hours	Total Labor Fees	OH @ 1.2677	Fixed Fee @ 30%	Sub Fees	Sub Fees	Sub Markup 5%	ODCs Fees	ODCs Markup 5%		Fees	
Hourly Rate:	\$85	\$50	\$30		\$40																		
<b>Task 100 - preconstruction services</b>																							
Preconstruction services	24		24		24							72	\$3,720	\$4,716	\$1,116				\$0		\$0	\$5,832	\$9,552
constructability review													\$0	\$0	\$0				\$0		\$0	\$0	\$0
value engineering													\$0	\$0	\$0				\$0		\$0	\$0	\$0
project cost estimating	0											0	\$0	\$0	\$0				\$0		\$0	\$0	\$0
<b>Task 100 - Subtotal</b>	24	0	24	0	24	0	0	0	0	0	0	72	\$3,720	\$4,716	\$1,116	\$0	\$0	\$0	\$0	\$0	\$0	\$5,832	\$9,552
<b>Task 200 - Construction Services Field office</b>																							
mtg min. All logs, cert payrolls	16	0	600		80							696	\$22,560	\$28,599	\$6,768				\$0		\$0	\$35,367	\$57,927
BHC												0	\$0	\$0	\$0	\$193,737		\$9,687		\$0	\$203,424	\$203,424	
												0	\$0	\$0	\$0				\$0		\$0	\$0	\$0
												0	\$0	\$0	\$0				\$0		\$0	\$0	\$0
<b>Task 200 - Subtotal</b>	16	0	600	0	80	0	0	0	0	0	0	696	\$22,560	\$28,599	\$6,768	\$193,737	\$0	\$9,687	\$0	\$0	\$238,791	\$261,351	
<b>Task 300 - Construction Services Field</b>																							
field CM services	600											600	\$51,000	\$64,653	\$15,300				\$0	\$13,650	\$683	\$94,285	\$145,285
Landau												0	\$0	\$0	\$0		\$23,475	\$1,174		\$0	\$24,649	\$24,649	
Task												0	\$0	\$0	\$0				\$0		\$0	\$0	\$0
												0	\$0	\$0	\$0				\$0		\$0	\$0	\$0
<b>Task 300 - Subtotal</b>	600	0	0	0	0	0	0	0	0	0	0	600	\$51,000	\$64,653	\$15,300	\$0	\$23,475	\$1,174	\$13,650	\$683	\$118,934	\$169,934	
<b>Task 400 - materials</b>																							
materials												0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Task												0	\$0	\$0	\$0				\$0		\$0	\$0	\$0
Task												0	\$0	\$0	\$0				\$0		\$0	\$0	\$0
Task												0	\$0	\$0	\$0				\$0		\$0	\$0	\$0
<b>Task 400 - Subtotal</b>	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Task 500 - Project Completion</b>																							
closeout	20		24		20							64	\$3,220	\$4,082	\$966				\$0		\$0	\$5,048	\$8,268
Task												0	\$0	\$0	\$0				\$0		\$0	\$0	\$0
Task												0	\$0	\$0	\$0				\$0		\$0	\$0	\$0
Task												0	\$0	\$0	\$0				\$0		\$0	\$0	\$0
<b>Task 500 - Subtotal</b>	20	0	24	0	20	0	0	0	0	0	0	64	\$3,220	\$4,082	\$966	\$0	\$0	\$0	\$0	\$0	\$0	\$5,048	\$8,268
<b>All Phases Total</b>	660	0	648	0	124	0	0	0	0	0	0	1432	\$80,800	\$102,050	\$24,150	\$193,737	\$23,475	\$10,861	\$13,650	\$683	\$369,605	\$449,105	

**EXHIBIT B**  
**Subcontractors/Subconsultants**

**Below is a list of approved subcontractors/subconsultants:**

**BHC Consultants**

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**Landau Associates**

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**OR**


**There are no approved subcontractors or subconsultants.**

# *Index #13*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 13, 2019**

<b>AGENDA ITEM:</b>	
Interlocal Agreement Between City of Lake Stevens and the City of Marysville for Outdoor Video Services	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Lauren Woodmansee	Jim Ballew 
<b>DEPARTMENT:</b>	
Parks, Culture and Recreation	
<b>ATTACHMENTS:</b>	
Interlocal Agreement	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
00110367 376015	\$1,200.00
<b>SUMMARY:</b>	

The City of Lake Stevens has requested Marysville Parks, Culture and Recreation Department's assistance in offering an outdoor movie series for their citizens based on the success of our program. The City of Lake Stevens is hosting two free events on city-owned property. Marysville Parks, Culture and Recreation has agreed to provide equipment and staff to present each film at a cost of \$600.00 per event, payable by the City of Lake Stevens.

Our City Attorney's Office has developed an Interlocal Agreement between the City of Lake Stevens and City of Marysville to clearly define services provided by Marysville Parks, Culture and Recreation and identifies responsibilities of each jurisdiction and associated indemnifications.

The events are scheduled for:

1. Friday, August 2, 2019
2. Friday, August 18, 2019

**RECOMMENDED ACTION:**

Staff recommends the City Council consider authorizing the Mayor to sign the attached Interlocal Agreement between the City of Lake Stevens and the City of Marysville for Outdoor Video Services.

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF LAKE STEVENS  
AND THE CITY OF MARYSVILLE  
FOR OUTDOOR VIDEO SERVICES**

This Interlocal Agreement effective August 2, 2019 between the City of Lake Stevens, a Washington municipal corporation, herein after referred to as "LAKE STEVENS" and the City of Marysville, a Washington municipal corporation, herein after referred to as "MARYSVILLE", pursuant to the authority granted by Chapter 39.34 RCW.

**WHEREAS**, the City of LAKE STEVENS is the organizer/host jurisdiction of outdoor movie presentations which shall be selected, provided and licensed by City of LAKE STEVENS and presented on August 2 and August 16, 2019; and

**WHEREAS**, the City of LAKE STEVENS is the owner of the property where the movie will be shown to the community for free; and

**WHEREAS**, the City of MARYSVILLE has sufficient OUTDOOR VIDEO equipment, staff and vehicles to provide OUTDOOR VIDEO SERVICES for public events within the City of Marysville and for other Cities as well; and

**WHEREAS**, the City of LAKE STEVENS desires to utilize the City of MARYSVILLE'S OUTDOOR VIDEO SERVICES; and

**WHEREAS**, this Agreement between Parties is made pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, for the City of MARYSVILLE to provide OUTDOOR VIDEO SERVICES to the City of LAKE STEVENS to exercise their powers jointly and thereby maximize their abilities to provide services and facilities that will best fulfill common needs and achieve common goals.

**NOW, THEREFORE**, in consideration of the terms and conditions contained herein, LAKE STEVENS and MARYSVILLE agree as follows:

**1. SCOPE OF SERVICES**

- A.** MARYSVILLE agrees to provide OUTDOOR VIDEO SERVICES to LAKE STEVENS as defined in this Agreement. MARYSVILLE'S performance of said services under this Agreement may be limited by the availability of MARYSVILLE'S personnel and equipment. MARYSVILLE will notify the City of LAKE STEVENS at least 48 hours before the event if it is not able to provide personnel and/or equipment.
1. MARYSVILLE will provide OUTDOORVIDEO SERVICES to LAKE STEVENS.
  2. MARYSVILLE will provide the video and audio equipment including movie

screen, personnel and vehicles to transport the equipment and personnel to LAKE STEVENS. MARYSVILLE personnel will operate the video equipment and vehicles.

- B. LAKE STEVENS will provide the following:
1. An authorized location.
  2. Two (2) 20 amp circuits for event power.
  3. Other services/personnel.
- C. The date for video services (FILM) will be:
1. Friday, August 2, 2019
  2. Friday, August 16, 2019
- E. It is understood and agreed by all parties that MARYSVILLE staff providing services pursuant to this Agreement are acting in their official capacity as employees of MARYSVILLE and shall be under the exclusive direction and control of MARYSVILLE.
- It is understood and agreed by all parties that LAKE STEVENS staff providing services pursuant to this Agreement are acting in their official capacity as employees of LAKE STEVENS and shall be under the exclusive direction and control of LAKE STEVENS.
- F. LAKE STEVENS and MARYSVILLE agree to cooperate with all terms and conditions of this Agreement, and shall furnish any information, or other material available to it as may be required in the course of the performance of this Agreement.
- G. LAKE STEVENS, by this Agreement, and to the extent contained herein, delegates on an as needed, as requested basis to MARYSVILLE the authority to perform on LAKE STEVENS' behalf those services as provided in this Agreement.

## 2. COMPENSATION/FEEES

- A. LAKE STEVENS will pay MARYSVILLE per performance for the use of the employees, equipment and vehicles in the amount of \$600.00 per date.
- B. LAKE STEVENS will pay MARYSVILLE 25% of the event fee in the event LAKE STEVENS cancels an event with less than 12 hours phone notice to MARYSVILLE as provided in Section 8 (C) (2) of this Agreement.
- C. MARYSVILLE shall bill LAKE STEVENS and LAKE STEVENS shall pay MARYSVILLE within thirty (30) days receipt of the bill.

### 3. AMENDMENTS/MODIFICATION

Provisions within this Agreement may be amended with the mutual consent of the parties hereto. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed in the same manner as this Agreement.

### 4. INDEMNIFICATION AND LIABILITY

#### A. Indemnification:

1. LAKE STEVENS will at all times indemnify and hold harmless and defend MARYSVILLE, their elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of LAKE STEVENS in performance under this agreement.
2. MARYSVILLE will at all times indemnify and hold harmless and defend LAKE STEVENS, their elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of MARYSVILLE in performance under this agreement.
3. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by MARYSVILLE, LAKE STEVENS, or other person and all property owned or claimed by MARYSVILLE, LAKE STEVENS or affiliate of thereof, or any other person; except for those losses or claims for damages solely caused by the negligence or willful misconduct of MARYSVILLE or LAKE STEVENS, their elected and appointed officials, officers, employees or agents.

#### B. NOTHING HEREIN SHALL REQUIRE OR BE INTERPRETED TO:

1. Waive any defense arising out of RCW Title 51
2. Limit or restrict the ability of any City or employee or legal counsel for any City or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims or third parties, including, but not limited to, any good faith attempts to seek dismissal or legal claims against a party by any proper means allowed under the civil rules in either state or federal court.

3. Cover or require indemnification or payment of any judgment against any individual or Party for intentional or wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or city. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

C. The provisions of this section shall survive the expiration or termination of the Agreement.

## 5. INSURANCE

- A. Both parties to this Agreement shall maintain public liability insurance either through the Washington Cities Insurance Authority (WCIA) or through an equivalent combination of self-insurance and appropriate insurance coverage and shall maintain their membership in WCIA or their insurance policies throughout the term of this Agreement.
- B. Such insurance shall not be reduced or canceled without forty-five (45) days written notice from the other party. Reduction or cancellation of the insurance shall render this Agreement void.
- C. Upon request by one party to the other, the party receiving such request shall provide to the party making such request proof of insurance coverage or membership in WCIA verifying that party is a covered member in good standing.

## 6. INDEPENDENT CONTRACTOR

- A. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between LAKE STEVENS and MARYSVILLE or any of LAKE STEVENS' or MARYSVILLE's agents or employees.

LAKE STEVENS shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by LAKE STEVENS pursuant to this Agreement.

MARYSVILLE shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by MARYSVILLE pursuant to this Agreement.

- B. Nothing in this Agreement shall make any employee of LAKE STEVENS a MARYSVILLE employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded LAKE STEVENS or employees by virtue of their employment.



Nothing in this Agreement shall make any employee of MARYSVILLE a LAKE STEVENS employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded MARYSVILLE employees by virtue of their employment.

## 7. LEGAL RELATIONS

- A. The prevailing Party in any action to enforce any provision of this Agreement or to redress any breach hereof shall be entitled to recover from the other party its costs and reasonable attorney's fees incurred in such action.
- B. The Parties shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.
- C. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this contract may be resolved by a mutually agreed upon alternative dispute resolution of arbitration or mediation.

## 8. DURATION/TERMINATION/NOTICE/EMERGENCY NOTICE

- A. This Agreement will become effective on the date of affixing the last signature hereto and shall remain in effect for a period of six months, subject to renewal.
- B. Either party may terminate this Agreement, for any reason, upon providing thirty (30) days written notice to the other party, in which case each City shall pay the other City for all services provided up to and including the date of termination.
- C. Notices

- 1. Required notices, with the exception of legal process, shall be given in writing to the following respective addresses:

City of MARYSVILLE:  
6915 Armar Road  
Marysville, WA 98270

City of LAKE STEVENS:  
1812 Main Street, P O Box 257  
Lake Stevens, WA 98258-0257

- 2. Event Cancellation Notice via Phone/Emergency Contact:

The below named individuals are designated as the representatives of the respective parties. The representatives shall be responsible for administration of this Agreement.

In the event a representative is changed, the party making the change shall notify the other party.

**MARYSVILLE:**

Name: Lauren Woodmansee, Cultural Arts Supervisor

Phone Number: 360-363-8408

**LAKE STEVENS:**

Name: Jim Haugen, Events & Volunteer Coordinator

Phone Number: 425-512-5967

- D. Termination shall not affect the rights and obligations of the parties under Sections 4, 5, 6 and 11 of this Agreement.

**9. WAIVER**

No term or provision herein shall be waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

**10. ENTIRE AGREEMENT**

This Agreement, including any exhibits and documents referenced herein, constitutes the entire agreement between the parties, and supersedes all proposals, oral or written, between the parties regarding plan review and inspection services.

**11. PRIVILEGES AND IMMUNITIES**

All privileges and immunities from liability, exemption from ordinances, rules, laws, all pension, disability, workers' compensation and other benefits which apply to the activities of MARYSVILLE employees while performing their functions within the territorial limits of MARYSVILLE shall apply to them to the same degree and extent while they are engaged in the performance of any of their authorized functions and duties within LAKE STEVENS under the provisions of this Agreement.

**12. THIRD PARTY BENEFICIARY STATUS**

The parties agree that this Agreement shall not confer third-party beneficiary status on any non-party to this Agreement.

**13. SEVERABILITY**

If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provision and/or the application of the provisions to other persons or circumstances shall not be affected.

**14. APPROVAL AND FILING**

**APPROVAL AND FILING.** Each party shall approve this Agreement pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

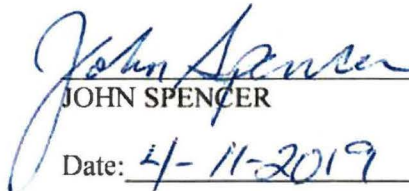
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IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the date indicated below.

**CITY OF MARYSVILLE**

**CITY OF LAKE STEVENS**

\_\_\_\_\_  
JON NEHRING Mayor

  
\_\_\_\_\_  
JOHN SPENCER Mayor

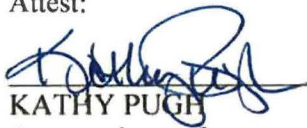
Date: \_\_\_\_\_, 2019

Date: 4-11-2019, 2019

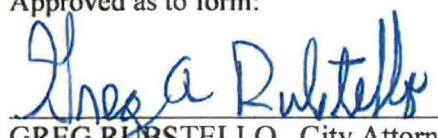
Attest:

Attest:

\_\_\_\_\_  
TINA BROCK Deputy City Clerk  
Approved as to form:

  
\_\_\_\_\_  
KATHY PUGH City Clerk  
Approved as to form:

\_\_\_\_\_  
JON WALKER City Attorney

  
\_\_\_\_\_  
GREG RUBSTELLO City Attorney

Attorney for the City of MARYSVILLE

Attorney for City of LAKE STEVENS

# *Index #14*

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

**CITY COUNCIL MEETING DATE: May 13, 2019**

<b>AGENDA ITEM:</b>	
Strawberry Festival Master Agreement with Maryfest Inc.	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Jim Ballew	
<b>DEPARTMENT:</b>	
Parks, Culture and Recreation	
<b>ATTACHMENTS:</b>	
Master Agreement	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	

Maryfest Inc. has submitted their 2019 Strawberry Festival Proposal for consideration by the City Council. The 2019 Proposal includes multiple events presented to the community beginning June 8 and concluding June 17, 2019. This year marks the 88<sup>th</sup> year of the Strawberry Festival. Maryfest has the option to renew operations of the festival for up to four (4) years. As per MMC 5.48.050 to exercise this option the festival sponsor, each year, shall submit a new festival proposal for approval by the City Council and shall pay a new festival permit fee. The festival proposal for each year shall be substantially the same form as the Festival Proposal/Permit (see attachments).

Staff has met with Maryfest officials to discuss the proposal in its entirety and supports the 2019 proposal.

**RECOMMENDED ACTION:**

Staff recommends the City Council consider the 2019 Strawberry Festival Proposal and authorize the Mayor to sign the Master Agreement with an option for four (4) additional years through 2023.

**CITY OF MARYSVILLE  
STRAWBERRY FESTIVAL MASTER PERMIT/ AGREEMENT  
ISSUED TO**

**MARYFEST INCORPORATED**

WHEREAS, MARYFEST INCORPORATED (applicant) has submitted as festival proposal for the Strawberry Festival pursuant to MMC 5.48; and

WHEREAS, the Marysville City Council awarded the festival permit to MARYFEST INCORPORATED (applicant) on May 13, 2019; and

WHEREAS, the Marysville City Council in its discretion pursuant to MMC 5.48.050 has granted the MARYFEST INCORPORATED (applicant) as the festival sponsor an option to renew the permit without public competition for up to four years;

THEREFORE, the Master Permit is issued with the following terms and conditions.

**1. TERM**

- A. First year Annual Proposal/Permit Period for June 8 through June 17, 2019. Festival Proposal for 2019 is attached as Exhibit B.
- B. Options to renew for the years 2020, 2021, 2022 and 2023.

Pursuant to MMC 5.48.050, to exercise this option the festival sponsor, each year, shall submit a new festival proposal for approval by the City Council and shall pay a new festival permit fee. The festival Proposal for each year shall be in substantially the same form as the Festival Proposal/Permit attached as Exhibit B.

**2. APPLICANT/SPONSORING AGENCY**

Sponsoring Agency: MARYFEST INCORPORATED  
 Business Address: PO BOX 855, Marysville WA 98270  
 Business Telephone: 360-659-7664  
 Business Fax: 360-651-9854  
 Email: [www.maryfest.org](http://www.maryfest.org)  
 Tax Identification: 23-7432611

Sponsoring Agency Official(s) of Record:

Name: Jodi Hiatt Title: President  
Cell Number: 425-239-2302

### **3. GENERAL RULES AND REGULATIONS FOR ALL STRAWBERRY FESTIVAL PERMITS.**

#### **A. Annual Permit Fees and Conditions**

1. FEE: The Annual Permit Fee for the sponsoring organization Maryfest Incorporated will be in the amount of \$500.00 payable within 30 days of City Council approval of the Annual Festival Proposal.

2. Award of the Strawberry Festival Annual Master Permit shall not be construed as constituting the Strawberry Festival or Maryfest Incorporated as a governmental or proprietary activity, event or function of the City of Marysville, nor shall it be construed as constituting the Festival sponsor(s) as agents of the City of Marysville.

3. This Strawberry Festival Annual Master Permit is authorization to use City of Marysville Facilities only. It no way replaces any permit or license required by any other governmental regulatory organization for the activities identified herein.

#### **B. Festival Sponsor Responsibility - Indemnification**

The Festival sponsor shall assume all responsibility and liability for the conduct and management of the Annual Strawberry Festival, and the finances thereof.

The Festival Sponsor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any claims injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this festival and agreement, including actions or inactions of persons participating or providing services in the event or from spectators, citizens, and other persons attending the events, except for injuries and damages caused by the sole negligence of the City.

#### **C. Insurance Coverage(s)**

Maryfest Incorporated agrees that it will maintain in force, at its own expense, a liability insurance policy which will insure Maryfest Inc. and the City of Marysville, its appointive and elected officers, employees and agents from any suits, claims or action brought against the City by any person or persons and from all costs and expenses of

litigation brought against the City, its appointive and elected officers, employees and agents for such injuries to persons or damages to property occurring during the term of this Agreement or thereafter that result from performance or nonperformance by Maryfest Inc. of the obligations set forth in this Agreement. Such insurance policy shall be written for a period to include twenty-four (24) hours prior to the first of any and all activities presented by the Annual Festival Permit and extending for a period not less than twenty-four hours (24) following the completion of the event, including activities associated with the post Festival activities required to complete all events.

Maryfest Inc.'s maintenance of insurance as required by the agreement shall not be construed to limit the liability of Maryfest Inc to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

Maryfest Inc. shall provide a certificate of insurance evidencing:

#### **Minimum Scope of Insurance**

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 and a \$2,000,000 products- completed operations aggregate limit. The City shall be named as an additional insured on Maryfest Inc.'s Commercial General Liability insurance policy using ISO CG 20 10 10 01 with CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

#### **Other Insurance Required – As Applicable**

Alcohol – If event activities includes alcohol available for consumption, whether sold or not, Maryfest Inc. shall procure and maintain for the duration of the event Liquor Liability insurance in the amount of \$1,000,000 each occurrence. The City is to be named as an additional insured on Liquor Liability insurance. Host liquor liability coverage may be substituted when alcohol is consumed and not sold on premises with the prior written approval of the City.

Athletic Participant Events – If event activities include athletic events, the General Liability insurance shall include coverage for participant liability with limits of not less than \$1 million per occurrence.

#### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. Maryfest Inc.'s insurance coverage shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of Maryfest Inc.'s insurance and shall not contribute with it.



Notice of 2. Cancellation of Insurance.

In the event that Maryfest Inc receives notice (written, electronic or otherwise) that any of the above-required insurance coverage is being cancelled and/or terminated, the Maryfest Inc. shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

**Acceptability of Insurers**

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

**Verification of Coverage**

Contractor 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 Contractor before commencement of the work

In case of breach of any provision of this section, the City may at its options and with no obligation to do so, provide and maintain at the expense of Maryfest Inc. such types of insurance in the name of Maryfest Inc. as the City may deem proper, and may deduct or charge costs from any sums which may be found or become due to Maryfest under this Agreement or may demand Maryfest promptly reimburse the City for such costs.

**D. Independent Contractor**

It is further agreed by and between the parties that because this Agreement shall not constitute nor create an employer-employee relationship, Maryfest shall be responsible for all obligations relating to federal income tax, self employment, FICA taxes and contributions, and all other so-called employer taxes and contributions, including, but not limited to, industrial insurance(Worker's Compensation), and that Maryfest agrees to hold the City of Marysville harmless from any claims, valid or otherwise, made to the City because of these obligations.

Any and all employees of Maryfest, while engaged in the performance of any work or services required by Maryfest under this Agreement, shall be considered employees of Maryfest only and not the City of Marysville, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of said employees of Maryfest, made by a third party as a consequence of any negligent act or omission the part of Maryfest's employees while so engaged in any of the work or services required to be rendered herein, shall be the sole obligation and responsibility of Maryfest.

Maryfest shall comply with all applicable provisions of the Fair Labor Standards Act

and other legislations affecting its employees and the rules and shall save the City free, clear and harmless from all actions, claims, demands and expenses arising out of said act and rules and regulations that are or may be promulgated in connection herewith.

Maryfest assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, license, excises or payments required by city, state and federal legislation which are now, or may during the term of this Agreement be, enacted as to all persons employed by Maryfest Inc. and as to all duties, activities and requirements by Maryfest Inc. in performance of the work under this Agreement and Maryfest Inc. shall assume exclusively liability therefore, and meet all requirements there under pursuant to any rules or regulations that are now or may be promulgated in connection herewith.

#### **E. Non Discrimination**

Maryfest Inc. nor any officer, agent or employees shall not discriminate in the provision of service under this contract against any individual, partnership, or corporation based upon race, religion, sex, creed, place of origin, or any other form of discrimination prohibited by federal, state or local law.

#### **F. Annual Festival Events and Activities**

All proposed festival events and activities are to be identified through the Strawberry Festival Annual Proposal no later than April 1 of the Festival year. The Festival Events and Activities schedule is to be submitted for review by the City Clerks Office and each City Department or Division identified providing support. The Festival Events and Activities schedule must also identify all sponsoring or hosting entities prior to approval of the Master Permit. The Proposal shall also identify all advertising and promotional efforts for distribution throughout the Pacific Northwest. All schedules are to be provided to the City's Public Information Officer for community distribution through the Community Access Channel and other City advertising resources. The Proposal shall designate the geographical boundaries of the festival area and may include provisions within the area for festival parades, carnivals, sporting and recreational events.

#### **G. Use of Public Property**

All public streets and facilities to be utilized for the permitted year are to be identified in the Annual Festival Proposal and updated annually for approval. Facilities or events not identified within the Annual Festival Proposal Exhibits are not covered within the annual permit and will not be considered permitted or authorized activities. Use of public facilities that require advanced reservations, facility use agreements and or additional use considerations must be identified on an annual basis no later than 90 days before the first day of all festival activities. Facilities not reserved and or utilized by the permitted agency may become available for other uses under the requirements of any required facility use agreements enforced by the City. The sponsoring organization is prohibited from charging any type of admission or entry fee requirement in facilities owned and operated by the City of Marysville.

#### **H. Vendor Facilities and Structures**

All proposed vendors and structures housed on publicly owned and or private property are to be identified within the Annual Festival Proposal. Vendors not submitted will not be authorized to conduct business under the benefits of the Master Permit and will not be considered associated with the Strawberry Festival and subject to the requirements of the City of Marysville Municipal Code. Portable facilities erected or delivered for public use are to be identified within the organizations insurance coverage(s). Such facilities are to be inspected prior to authorized use by the general public. Maryfest will provide a copy of all participating vendors each year to the Finance Director to verify sales tax reporting requirements.

#### **I. Risk Management Plan**

The sponsoring agency will establish a Risk Management Plan that will identify any potential catastrophic losses or events during the length of the Festival. The plan is to be submitted as an element of the Annual Festival Proposal. The plan must develop and maintain overall policies and procedures for risk control, including security, personal safety, automobile safety, fire prevention, emergency planning and legal liability, using internal or city assistance. The Risk Management plan is to identify the following basic criteria for the safety of all participants specifically during the Festivals largest attendance events such as:

1. Parade Route Safety Features and Evacuation Plan
2. Market in the Park Safety Requirements and Evacuation Plan
3. Special Venue Safety Requirements and Evacuation Plan
4. Carnival Site Safety Requirements and Evacuation Plan

The sponsoring organization is to identify the current Risk Manager annually within the Proposal. The Risk Manager is to provide immediate notification to the City Clerk of any potential loss or claim as a result of participation in any of the authorized Festival Events.

#### **J. Special Conditions**

Special Conditions may be required of the Master Permit during the permitted year. See attached **Special Conditions Exhibit A** if applicable.

#### **K. Severability**

If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City and Maryfest have executed this Agreement as of the date first above written.

Date this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

THE CITY OF MARYSVILLE

By \_\_\_\_\_  
JON NEHRING, Mayor

APPROVED AS TO FORM:

ATTEST:

By \_\_\_\_\_  
JON WALKER, City Attorney

By \_\_\_\_\_  
JAN BERG, City Clerk

MARYFEST INCORPORATED

By \_\_\_\_\_  
PRESIDENT

### **Special Conditions Exhibit A**

1. Maryfest Inc. may be responsible for damages to any city owned facilities and or equipment utilized during the overall length of the festival. Responsibility includes repairs and or replacement of any damaged equipment and or fixtures.
2. Traffic controls not available through the City's inventory will be the responsibility of Maryfest Inc.
3. Effective 2020, Maryfest Inc. will reimburse to the City additional expenses incurred by the Marysville Police Department and Marysville Street Department for day of event costs that exceed normal operational costs including overtime and equipment rental(s).
4. The City reserves the right to cancel its obligations to the sponsoring organization in the event of a public emergency requiring city forces and equipment.
5. Advertising of all festival activities is important to the success of the festival and promotion of the City of Marysville. Festival Sponsors are encouraged to work with the City's Community Information Officer in year-round promotions of the Strawberry Festival. The City requests that an ex-officio position be assigned to the sponsors operating board or Board of Directors to maintain open and current communications of all planned activities. State wide promotion of the Strawberry Festival shall include various marketing strategies and programs that are designed to attract tourism throughout Washington, Oregon and British Columbia. Maryfest agrees to maintain a full time web site that provides the annual calendar of events no later than May 1st of each festival season. Related brochures and guides are to be published within 30 days of the actual festival dates.
6. Beer Garden:  
If the Festival Applicant hosts or allows any vendor to operate a Beer Garden, the Festival Applicant and the vendor must show full compliance with all applicable applications, permits, insurance requirements, laws, regulations and codes within 15 DAYS (time period) prior to the event.

**EXHIBIT B**  
**ANNUAL STRAWBERRY FESTIVAL PROPOSAL 2019**



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## 2019 Strawberry Festival Permit Proposal

Prepared for: City of Marysville

Prepared by: Maryfest, Inc.

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We are very excited to be working with and promoting the  
City of Marysville and North Snohomish County.



**TABLE OF CONTENTS**

<b>Sponsoring Organization</b>		
Applicant Information .....		3
 <b>Organizations</b>		
History .....		4
Mission Statement .....		4
Legal Structure .....		4
Membership & Funding .....		4
Insurance .....		5
Advertising .....		5
Bleachers .....		6
Portable Restrooms .....		6 – 7
Emergency/Evac Plans .....		7
Traveling Schedule .....		8
 <b>Events</b>		
Events by Day .....		9
Event Contact Info .....		10 – 11
 <b>Request for City Help</b>		
Street Closures .....		12
Street Dept Assistance .....		13
Public Works Assistance .....		14
Police Dept Assistance .....		15
Fire Dept Assistance .....		16
Parks & Rec. Dept Assist. ....		17
 <b>Festival Event Maps</b>		
Event Locations .....		Appendix - A
VIP Transportation Route .....		Appendix - B
Grand Parade Route .....		Appendix - C
Kiddies Parade Route .....		Appendix - D
Port-A-Potty .....		Appendix - E
 <b>Emergency Event Evacuation / Disaster Maps / Street Closures</b>		
Street Closure Map .....		Appendix - F
Market General Evac Map .....		Appendix - G
Market Vendors Evac Map .....		Appendix - H





## Sponsoring Agency Information

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### Applicant/Sponsoring Agency

Sponsoring Agency: **Maryfest Incorporated**

Business Mailing Address: **PO Box 855  
Marysville WA 98270**

Business Physical Address: **1408 & 1412 1<sup>st</sup> Street.  
Marysville WA 98270**

Business Telephone: **360-659-7664**

Business Fax: **360-651-9854**

Website: [www.maryfest.org](http://www.maryfest.org)

Tax Identification #: **23-7432611**

### Sponsoring Agency Official(s) of Record:

Name:	<b>Jodi Hiatt</b>	Title: <b>President</b>
Telephone:	Cell: <b>425-239-2302</b>	Work: <b>360-659-4706</b>
Name:	<b>Chris Nation</b>	Title: <b>President Elect</b>
Telephone:	Cell: <b>425-322-6630</b>	Work: <b>360-658-9195</b>
Name:	<b>Ed Geisler</b>	Title: <b>Vice President</b>
Telephone:	Cell: <b>360-653-6584</b>	Work: <b>n/a</b>
Name:	<b>Jodi Condyles</b>	Title: <b>Secretary</b>
Telephone:	Cell: <b>425-501-3995</b>	Work: <b>n/a</b>
Name:	<b>Art Maldonado</b>	Title: <b>Treasurer</b>
Telephone:	Cell: <b>425-583-9705</b>	Work: <b>n/a</b>



## **HISTORY / MISSION / FUNDING**

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### **History**

Strawberry Festival has been a Marysville tradition since 1932. In 1974 Maryfest Inc., the managing corporation for the Marysville Strawberry Festival, was formed. The primary mission of Maryfest Inc. is to organize, manage, and govern the annual Strawberry Festival and to promote the Communities of Marysville and Tulalip throughout the Pacific Northwest, Oregon and Canada.

### **Mission Statement**

Promote tourism for the City and businesses of Marysville and the surrounding communities. Promote and honor educational, leadership and volunteer opportunities for youth living within the Marysville School District Boundary through the annual scholarship program and other festival and community events.

### **Legal Structure**

Maryfest, Inc. is a 501 (c) 4 nonprofit organization as identified by the US Internal Revenue Service. Management of the Corporation, is vested in the fifteen (15) Board of Directors. The Executive Officers and Board include the President, President-Elect, Vice President, Secretary, Treasurer, and Board Members. The Strawberry Festival is supported by Event Directors and Committee Members that are all non-paid volunteers residing in the City of Marysville and surrounding areas.

### **Membership and Funding**

Members of Maryfest, Inc., shall be individuals, partnerships, corporations, associations and firms of every type and description interested in promoting the community of Marysville. Membership fees are established and approved by the Board of Directors.

The Marysville Strawberry Festival is made possible through financial support received through corporate sponsorships, individual or corporate donations and federal, county and community grant programs.



## INSURANCE / ADVERTISING

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### **Insurance**

General Insurance coverage for Maryfest, Inc and for all Strawberry Festival approved events are provided through Capital Specialty Insurance Corporation, Middleton, WI, an “A” rated company and Great American Insurance Group, Cincinnati, OH, an “A+” rated company.

The local insurance agent for Maryfest, Inc.,  
 Marysville-Anderson Insurance Agency  
 13805 Smokey Point Blvd, Suite 105  
 Marysville, WA 98271  
 360-653-0900

The City of Marysville and the Marysville School District #25 are named as additional insured in the liability policy of \$1 million per occurrence and \$2 million aggregated per event during the Strawberry Festival for a period to include twenty-four hours (24) prior to the first of any and all activities presented by the Annual Festival Permit and extending for a period not less than twenty-four hours (24) following the completion of the festival event, including activities associated with the post Festival activities required to complete all events. Additionally, a Certificate of Insurance is required for all motorized units/vehicles, equestrian units, and food vendors with the City of Marysville, the Marysville School District #25, Maryfest, Inc., and their employees and volunteers named as additional insured.

Our current policy covers Maryfest, Inc. from January 25, 2019 (1/25/2018) through January 25, 2020 (1/25/2019). A copy of coverage is attached to this application for the City of Marysville records.

### **Advertising**

Advertising for the promotion of the annual festival includes television promotions with local CBS affiliate KIRO TV (Ch7). MARYFEST will be ordering new “Street Light Banners” to be placed on the State Ave. street light poles from the Ebey Slough Bridge up to 76<sup>th</sup> Street. The Strawberry Festival float trailer is currently being “wrapped” and will serve as a traveling billboard throughout Washington, Oregon and Canada as we attend our parades. Investments in the usage of social media platforms (Facebook, Twitter, Instagram, etc) will be quadrupled, to reach a large demographic that utilizes social media as a means of communication.

Additionally, the traveling float trailer and truck will display our financial corporate sponsors logos and the City of Marysville logo as supporters of the Marysville Strawberry Festival.



## OPERATIONS

### **Bleachers**

Maryfest, Inc., owns remote controlled hydraulic bleachers. The bleachers are 45 feet long, portable, and take 30 minutes to set up and take down. The bleachers will be used at the Grand Parade, the Kiddies Parade (placement location – Eastside of 5<sup>th</sup> [in road] & State and any other event where they are needed.

### **Portable Restroom Placement**

Portable Restrooms are provided and serviced by NW Cascade Honey Bucket (800-562-4442). They will be placed at the following locations and on dates listed.

#### **Saturday, June 8, 2019**

3 Standard & 1 ADA

Kid's Party in the Park (Asbury Field)

#### **Friday, June 14, 15, 16, 2019**

2 Standard

Kiwanis Beer Garden (7<sup>th</sup> & Alder)

12 Standard & 2 ADA

Market in the Park (Asbury Field)

#### **Saturday, June 15, 2019**

2 Standard

Marysville School District Administration (4220 - 80<sup>th</sup>)

1 Standard, 80<sup>th</sup> St. Outside Fenced Area

1 Standard, 78<sup>th</sup> St. Outside Fenced Area

3 Standard

76<sup>th</sup> Street Area

1 unit at Key Bank on 76th just pasted the driveway into Key Bank inside the white line backed up to the wood fence south side

1 unit on 76th North side under signage that reads North State Auto Clinic

1 unit at E & E Lumber outside of the gate opening on the side

3 Standard

Safeway Parking Lot (1258 State Ave.)

2 units at the north end of the parking lot

1 unit at (the south end there is a closed espresso stand at the corner of State and Grove)

1 Standard

Buzz Inn Restaurant (Grove & State)

1 unit SW corner of the parking lot close to the sidewalk

1 Standard

Rushmore Tax Services (1094 State Ave.)

1 unit North side of Business Sign

1 Standard

Municipal Court & Cascade Veterinary Clinic (1094 State Ave.)

1 unit on the side walk

2 Standard

State St. Food Mart (10<sup>th</sup> & State)

2 units North of street barricade under business sign

1 Standard

9<sup>th</sup> St. Empty Bldg. (Grey w/red roof) (901 9<sup>th</sup> Street)

6 Standard

Totem Middle School (7<sup>th</sup> & State)

Sidewalk Area

2 Standard

6<sup>th</sup> & State Ave - NW Corner (Beige Building w/green metal roof)

2 units on Sidewalk

1 Standard & 1 ADA

5<sup>th</sup> & State Ave. – NE Corner

2 Standard

4<sup>th</sup> & State Ave. – NE Corner (Jimmy Johns Restaurant)

2 units on State Ave. Sidewalk close to the alley next to Jimmy Johns Building

1 Standard

3<sup>rd</sup> & Columbia St.

1 unit in a parking lot stall on Columbia St., close to corner

1 Standard	3 <sup>rd</sup> & Alder St. – SW Corner 1 unit in a parking stall on the SW Corner
1 Standard	2 <sup>nd</sup> & Alder St. – NW Corner 1 unit in a parking stall on the NW Corner
2 Standard	City of Marysville – Public Works (80 Columbia) 2 units inside main gate on grass before 2 <sup>nd</sup> gate

## **Risk Management Plans**

Maryfest, Inc is currently working with the City of Marysville to develop and update all disaster preparedness plans for the 2019 Strawberry Festival. All evacuation and disaster plans will be approved and in place prior to June 1<sup>st</sup>, 2019. In our updated plan all events will have new radio communication procedures regarding emergency response and actions.

Risk Assessment Manager:  
Chris Nation  
Cell: 425-322-6630

Asst. Risk Manager:  
Art Maldonado  
Cell: 425-583-9705

## **Evacuation Plans**

### **MARKET in the Park Safety and Evacuation Plan:**

1. Three (3) of four (4) gates are always open during market hours.
  - a. In case of Emergency and/or evacuation, Gate #4 (located at back of field on Quinn, SE corner) will be opened immediately.
2. In the event of a fire emergency the Market Crew will terminate all electrical power at main box located at North end of field if necessary.
3. Market committee has a Certified Red Cross First Responder on site during operational hours.
  - a. If emergency requires 911 will be notified as soon as possible.
4. Two (2) fire extinguishers are located at the Market office (NW corner of field), motor home at main gate on Alder.
5. In case of severe lightning or weather related storm, Market shall be evacuated in an orderly manner, once field is evacuated all gates will be closed and no one will be allowed into field until weather permits and the all clear is given.
6. Please see attached map given to each vendor in welcome packet for emergency exits. (See map Appendix H).

**\*\* In the event of any emergency situation, market staff will notify Emergency First Responders by dialing 911.**

### **Parade Route Safety Features and Evacuation Plan:**

### **Special Venue Safety Requirements and Evacuation Plans:**

### **Carnival Site Safety Requirements and Evacuation Plans:**

**\*\* Funtastic Carnivals Inc, is responsible for the confirmation and approval of emergency plans**



## 2019 TRAVELING FLOAT SCHEDULE

### 2019 Traveling Float Schedule for Advertising Information

April 6, 2019	Daffodil Festival (Tacoma, Puyallup, Sumner, Orting)
May 4, 2019	Apple Blossom Festival (Wenatchee, WA)
May 11, 2019	Irrigation Festival (Sequim, WA)
May 18, 2019	Port Townsend Rhododendron Festival (Port Townsend, WA)
May 25, 2019	Hyack Festival (New Westminister, BC)
June 1, 2019	Rose Festival Starlite Parade (Portland, OR)
<b>JUNE 15, 2019</b>	<b>MARYSVILLE STRAWBERRY FESTIVAL</b>
June 29, 2019	Fathoms of Fun (Port Orchard, WA)
July 4, 2019	4 <sup>th</sup> of July Festival (Sedro Woolley, WA)
July 13, 2019	Capital Lakefair Festival (Olympia, WA)
July 20, 2019	West Seattle HI-YU (Seattle, WA)
July 21, 2019	Chinatown (International District Seattle, WA)
July 24, 2019	Greenwood Parade (Greenwood /Seattle, WA)
July 27, 2019	Seafair (Seattle, WA)
August 4, 2019	Pioneer Days Parade (Lake City, WA)
August 11, 2019	Penticton Peach Festival (Penticton, Canada)
August 25, 2019	Ellensburg Parade (Ellensburg, WA)
September 2, 2019	Prosser Festival (Prosser, WA)
September 28, 2019	Autumn Leaf Festival (Leavenworth, WA)
October 5, 2019	Salmon Day (Issaquah, WA)
December 7, 2019	Merrysville for the Holidays (Marysville, WA)



## 2019 STRAWBERRY EVENT SCHEDULE BY DAY

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### Saturday - June 8<sup>th</sup>, 2019

9:00 am – 12:00 Noon  
10:00 am - 4:00 pm

Berry Run (Tulalip Casino/Amphitheatre) – **Event A**  
Kid's Day (Asbery Field) – **Event B**

### Tuesday - June 11<sup>th</sup>, 2019

12:00 Noon – 2:00 pm

April Friesner Royalty Scholarship Fund Luncheon & Fashion Show – **Event C**  
(Marysville Opera House, 1225 3rd St., Marysville WA 98270)

### Thursday - June 13<sup>th</sup>, 2019

6:30 pm – 9:30 pm  
TBD \*\*\*

Talent Show (Marysville Pilchuck High School Auditorium)  
Carnival (Marysville Middle School - Athletic Field) – **Event D**

### Friday - June 14<sup>th</sup>, 2019

TBD \*\*\*  
2:00 pm – 9:00 pm  
12:00 noon – 10:00 pm

Carnival (Marysville Middle School - Athletic Field) – **Event D**  
Market (Totem Middle School - Asbery Field) – **Event E**  
Kiwanis Beer Garden (7<sup>th</sup> & Alder) – **Event F**

### Saturday - June 15<sup>th</sup>, 2018

9:00 am – 4:00 pm  
TBD \*\*\*  
10:00 am – 9:00 pm  
12:00 noon – 10:00 pm  
1:00 pm – 3:00 pm  
1:00 pm – 2:30 pm  
10:00 am – 11:00 am  
4:00 pm – 5:30 pm  
6:00 pm – 7:00 pm  
7:30 pm – 10:00 pm

Car Show (Totem Middle School – Athletic Field) – **Event G**  
Carnival (Marysville Middle School - Athletic Field) – **Event D**  
Market (Totem Middle School - Asbery Field) – **Event E**  
Kiwanis Beer Garden (7<sup>th</sup> & Alder) – **Event F**  
Strawberry Shortcake Eating Contest (Asbery Field) – **Event H**  
CP “Big Time” Wrestling (Asbery Field) – **Event K**  
Rose Planting Ceremony (Totem Middle School)  
CP “Big Time” Wrestling (Asbery Field) – **Event K**  
Kiddies Parade (State Avenue from 7<sup>th</sup> St. – 5<sup>th</sup> St.) – **Event I**  
Grand Parade (State Avenue from 80<sup>th</sup> – 3<sup>rd</sup> St.) – **Event J**

### Sunday – June 17<sup>th</sup>, 2018

TBD \*\*\*  
10:00 am – 5:00 pm  
12:00 noon – 5:00 pm

Carnival (Marysville Middle School – Athletic Field) – **Event D**  
Market (Totem Middle School - Asbery Field) – **Event E**  
Kiwanis Beer Garden (7<sup>th</sup> & Alder) – **Event F**

\*\*\* Carnival hours are weather permitting and dependent on school hours, if necessary.



## 2019 EVENT CONTACT INFORMATION

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All calls should be directed to the Festival office (360-659-7664) or to the website at [www.maryfest.org](http://www.maryfest.org). \*\*\* The phone numbers listed are for emergency use only. \*\*\*

### **Berry Run - Event A**

Date: Saturday, June 8<sup>th</sup>, 2019  
 Time: 9:00 am – 11:00 am  
 Location – Tulalip Casino/Amphitheatre  
 Contact: Jeff Sowards PH 206-819-4907

### **Kid's Day – Event B**

Date: Saturday, June 8<sup>th</sup>, 2019  
 Time: 10:00 am – 4:00 pm  
 Location – Totem Middle School - Asbery Field  
 Contact: Marcy Giesler PH 360-653-6584

### **April Friesner Scholarship Fund Royalty Luncheon & Fashion Show – Event C**

Date: Tuesday, June 11<sup>th</sup>, 2019  
 Time: 12:00 Noon – 2:00 pm  
 Location: Marysville Opera House, 1225 3<sup>rd</sup> St., Marysville WA 98270  
 Contact: Leslie Buell PH 425-308-5285

### **Talent Show**

Date: Thursday, June 13<sup>th</sup>, 2019  
 Time: 6:30 pm – 9:30 pm  
 Location: Marysville Pilchuck High School - Auditorium  
 Contact: Marcy Giesler PH 360-653-6584

### **Funtastic Carnival– Event D**

Dates: Thursday, June 13<sup>th</sup> – Sunday, June 16<sup>th</sup>, 2019  
 Time: TBD \*\* Dependent of School Hours and weather  
 Location: Marysville Middle School  
 Contact: Funtastic – Rob Rue PH 503-761-0989 or 503-519-8388  
 Local Contact: Tom King PH 425-238-0994

### **Market in the Park– Event E**

Dates: Friday, June 14<sup>th</sup> – Sunday, June 16<sup>th</sup>, 2019  
 Times: Friday – 2:00 pm – 8:00 pm  
 Saturday 10:00 am – 8:00 pm  
 Sunday 10:00 am – 5:00 pm  
 Location: Totem Middle School - Asbery Field  
 Contact: Tom King PH 425-238-0994  
 Veronica Love PH 425-870-4275

### **Kiwanis Beer Garden– Event F**

Dates: Friday, June 14<sup>th</sup> – Sunday, June 16<sup>th</sup>, 2019  
 Times: Friday - 2:00 pm – 10:00 pm  
 Saturday – 10:00 am – 10:00 pm  
 Sunday – 10:00 am – 5:00 pm  
 Location: 7<sup>th</sup> & Alder  
 Contact: Dave Voight PH 360-653-5111





## 2019 EVENT CONTACT INFORMATION

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### Car Show presented by Cars From The NW– Event G

Date: Saturday, June 16<sup>th</sup>, 2019  
 Time: 9:00 am – 4:00 pm  
 Location: Totem Middle School – Athletic Field  
 Contact: Connor Nation PH 425-905-9405

### Strawberry Shortcake Eating Contest– Event H

Date: Saturday, June 16<sup>th</sup>, 2019  
 Time: 1:00 pm – 2:00 pm  
 Location: Totem Middle School - Asbery Field  
 Contact: Amy Edwards PH 253-228-0289

### CP Wrestling– Event K

Date: Saturday, June 16<sup>th</sup>, 2019  
 Time: 1:00 pm – 2:00 pm  
 Location: Totem Middle School - Asbery Field  
 Contact: Chris Nation PH 425-322-6630

### Rose Planting Ceremony

Date: Saturday, June 16<sup>th</sup>, 2019  
 Time: 1:00 pm – 2:00 pm  
 Location: Totem Middle School and State Ave.  
 Contact: Autumn Calkins PH 425-220-5882

### Kiddies Parade– Event I

Date: Saturday, June 16<sup>th</sup>, 2019  
 Time: 6:00 pm – 7:00 pm  
 Location: State Avenue 7<sup>th</sup> – 5<sup>th</sup>  
 Contact: Michelle Sato PH 425-387-2847

### Grand Parade– Event J

Date: Saturday, June 16<sup>th</sup>, 2019  
 Time: 7:45 pm – 10:00 pm  
 Location: State Avenue  
 Contact: Carol Kapua PH 360-659-6086, Co-Chair  
 Ed Giesler PH 360-653-6584, Co-Chair

### VIP Transportation

Date: Saturday, June 16<sup>th</sup>, 2019  
 Time: 2:00 pm – 12:00 Midnight  
 Location: State Avenue  
 Contact: Arvin VanBeek PH 360-386-9805



## STREET DEPARTMENT

### STREET CLOSURES

6:00 am, Thursday, June 13<sup>th</sup>, – 10:00 pm, Sunday, June 16<sup>th</sup>, 2019

7<sup>th</sup> Street closed from Alder to Quinn

\*\*\* the beer garden and Market will use this area for three consecutive days and require full street closure.

Friday – June 14<sup>th</sup>, 2019

“NO PARKING AFTER 4:00 PM SATURDAY, JUNE 15<sup>th</sup>” signs posted with Barricades on 2<sup>nd</sup> from Columbia Avenue to Quinn Avenue and at 3<sup>rd</sup> & Alder (both sides of streets). Except for Band & Drill teams buses and vans.

Saturday – June 15<sup>th</sup>, 2019

1:00 pm            5<sup>th</sup> Street from State to Columbia  
5<sup>th</sup> Street from State to Delta

4:00 pm            **Rolling Close** to start at 80<sup>th</sup> & State going South on State Avenue from 80<sup>th</sup> & Grove & Grove to 4<sup>th</sup>.  
76<sup>th</sup> St from State Avenue to 43<sup>rd</sup> \*\*\*Need to confirm Grove Street to 43<sup>rd</sup> to State.  
6<sup>th</sup> Street to 10<sup>th</sup> from State Avenue to Columbia  
6<sup>th</sup> Street to 9<sup>th</sup> from State Avenue to Delta  
2<sup>nd</sup> Street from Columbia to Quinn

5:00 pm            3<sup>rd</sup> Street from State to Alder  
State Avenue from 4<sup>th</sup> to 3<sup>rd</sup>

6:00 pm            Alder (43<sup>rd</sup>) Street from Grove to 76<sup>th</sup>  
7:00 pm            Grove Street from Cedar to 47<sup>th</sup>  
7:30 pm            4<sup>th</sup> Street from Cedar to 47<sup>th</sup>

**\*\* Streets should be closed to all traffic with the exception of emergency vehicles and Festival officials. Special passes will be posted on all Festival vehicles.**

**Copy of Street Closures Attached. (Appendix F)**

**Carol Kapua (360-659-6086), Grand Parade Co-Chair, will work with WADOT & City of Marysville for required permits for 4<sup>th</sup> Street closure.**



## STREET DEPARTMENT

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### STREET DEPARTMENT ASSISTANCE

In addition to the specific events below, street barricades are requested for all festival events requiring Street Closures signs (please see page 12). Maryfest, Inc has already provided required signage to the City of Marysville, Public Works Department. Public Works is currently in the possession of signage for posting notice of closure of SR 528, 4<sup>th</sup> Street and 88<sup>th</sup> Street Freeway Exits and Ebey Slough Bridge. If replacement/repair of signage is required, please contact Ed Giesler at 360-653-6584.

#### **Wednesday – June 12<sup>th</sup>, 2019**

**MARKET:** Barricade placed at back gate of Asbery Field on Quinn.

#### **Thursday – June 13<sup>th</sup>, 2019**

**BEER GARDEN:** Barricades after 6:00 am on 7<sup>th</sup> Street from Alder to Quinn.

#### **Saturday – June 15<sup>th</sup>, 2019**

5:00 pm to end of event

**GRAND PARADE:** Please see street closures (Appendix F) to determine how many barricades are needed. Barricades places on 3<sup>rd</sup> to 2<sup>nd</sup> street jog used by parade participants (per suggestion of street department)?



## PUBLIC WORKS DEPARTMENT

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### PUBLIC WORKS ASSISTANCE

#### **SANITATION DEPARTMENT**

**Saturday – June 8th, 2019**

Dumpster for Kid's Day

1 dumpster placed on the corner of 7<sup>th</sup> & Alder next to fence

Recycle containers for Kid's Day

10 Recycle containers

**Thursday, June 13<sup>th</sup> – Sunday, June 16<sup>th</sup>, 2019**

Dumpster for Market

4 dumpsters placed on corner of 7<sup>th</sup> & Alder next to fence

**\*\*Service is requested once per day in AM on all dumpsters**

Recycle container for Market

20 Recycle containers

**Saturday, June 15<sup>th</sup>, 2019**

Recycle containers – Car Show – 8:00am

6 Recycle containers

#### **GRAND PARADE**

Trash & Recycle containers in ½ block intervals on State Ave. from 76<sup>th</sup> to 3<sup>rd</sup> Street.

Trash & Recycle containers in 1 block intervals on 3<sup>rd</sup> Street from State Ave. to Alder St.



## POLICE DEPARTMENT

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### POLICE ASSISTANCE

#### Friday, June 14<sup>th</sup>, 2019

**Market:** 2:00 pm – 9:00 pm

Occasional walk through to monitor Asbery Field

#### Saturday, June 15<sup>th</sup>, 2019

**Grand Parade:** 4:00 pm to end of event

Assistance with crowd control and street closures

**Parade Vendors:** 5:00 pm to end of event

Festival officials will radio Festival Risk Manager at Command Post if Police assistance is required in removing non-authorized vendors from parade route. Festival Representative will wait on scene for police assistance to arrive. Festival Officials will display identification for all parties.

**Market:** 10:00 am – 9:00 pm

Occasional walk through to monitor Asbery Field

**Kiddies and Grand Parades:** Seafair Marshals will assist in crowd control.

**Market Security:** Off Duty Marysville PD will provide afterhours patrols.

Dates and times contract security is provided: Thursday- June 13<sup>th</sup>, Friday – June 14<sup>th</sup> & Saturday – June 15<sup>th</sup>,

\*\*\* Hours for all three (3) nights: 9:00 pm – 6:00 am

**Carnival:** Carnival Manager will contact Marysville Police Department for any security needs. **Maryfest, Inc. is NOT responsible for carnival security.**



## FIRE DEPARTMENT

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### FIRE DEPARTMENT ASSISTANCE

Saturday – June 15<sup>th</sup>, 2019

4:00 pm – 6:00 pm

**GRAND PARADE:** Fire Marshall requested at Marysville School District  
Administrative Offices for float inspections.



## PARKS & RECREATION DEPARTMENT

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### PARKS & RECREATION ASSISTANCE

**MAY 1<sup>st</sup>, 2019 – until Monday, June 17<sup>th</sup>, 2019**  
**ALL FESTIVAL BANNERS TO BE HUNG UP**

**WEDNESDAY- JUNE 12<sup>th</sup>, 2019**

**Market:** Usage from 8:00 am Thursday, June 13<sup>th</sup> – Sunday, June 16<sup>th</sup>  
 10-12 picnic tables to be used in food court  
 1 gator  
 Electrical cord crossing guards  
 11 Electrical “Spider” distribution boxes

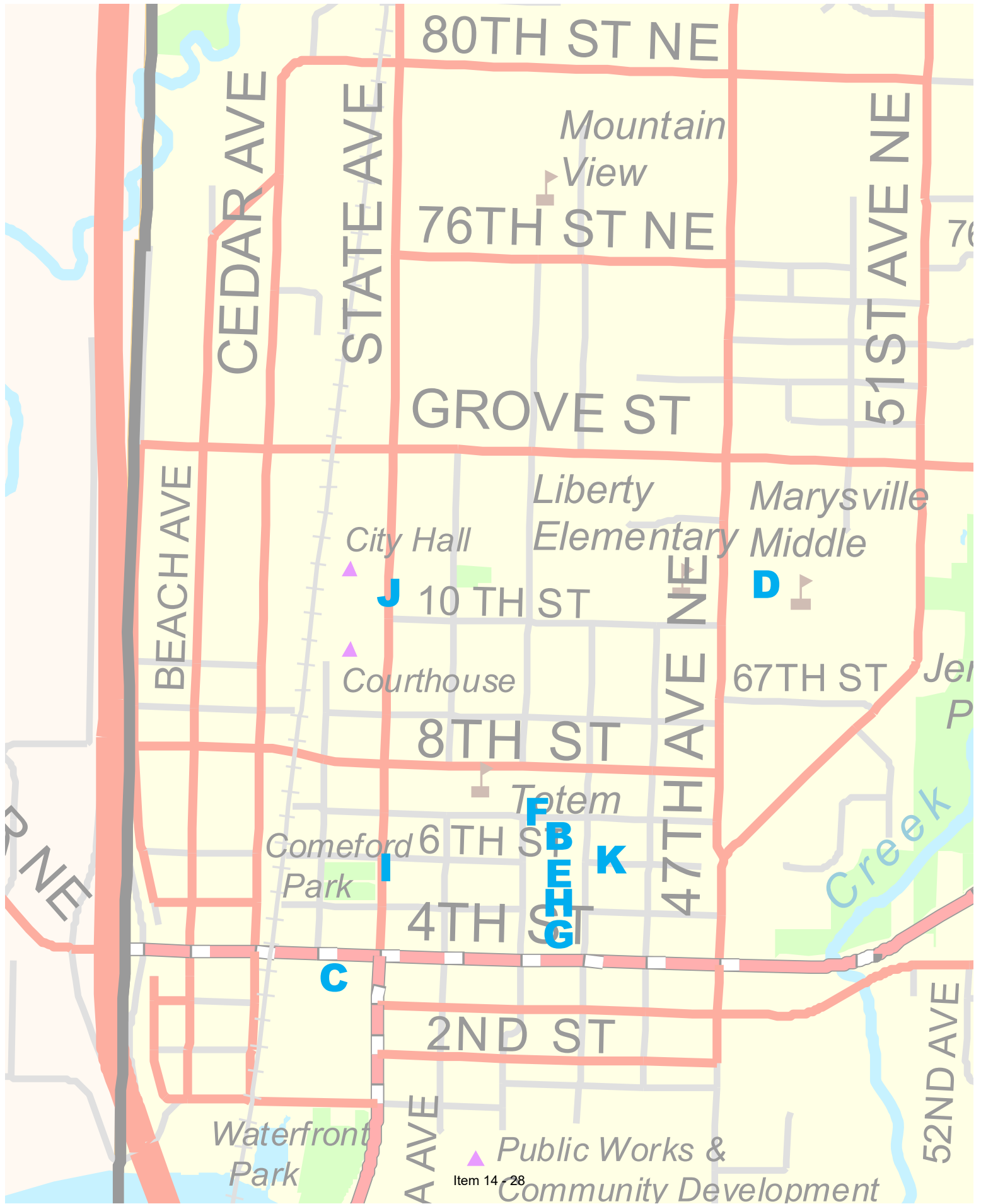
**SATURDAY – JUNE 15<sup>th</sup> 2019**

**PARADE:** Usage from 12:00 Noon – 11:00 pm  
 2 golf carts to be delivered to Key Bank at 76<sup>th</sup> Street  
 \*\*\* (Keys TO BE LEFT ONLY with Carol Kupua, PH 360-659-6086 or Ed Giesler, PH 360-653-6584)

### CITY HALL – EMERGENCY MANAGEMENT

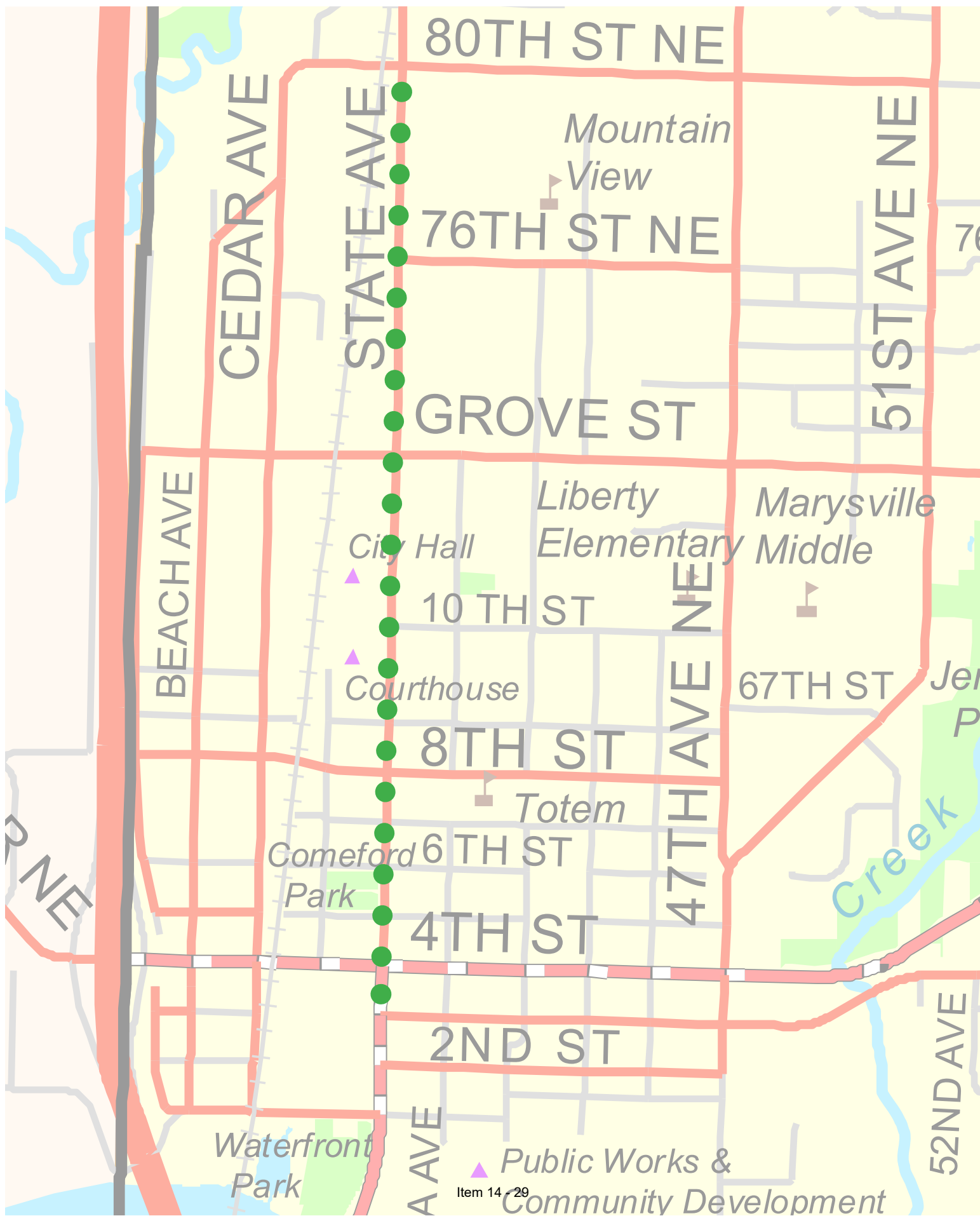
Festival Risk Assessment Management will coordinate with City Official, Diana Rose the use of the communication radios owned by the City. Usage will be from Wednesday, June 12<sup>th</sup> to Monday, June 17<sup>th</sup>.

# Events - "X"

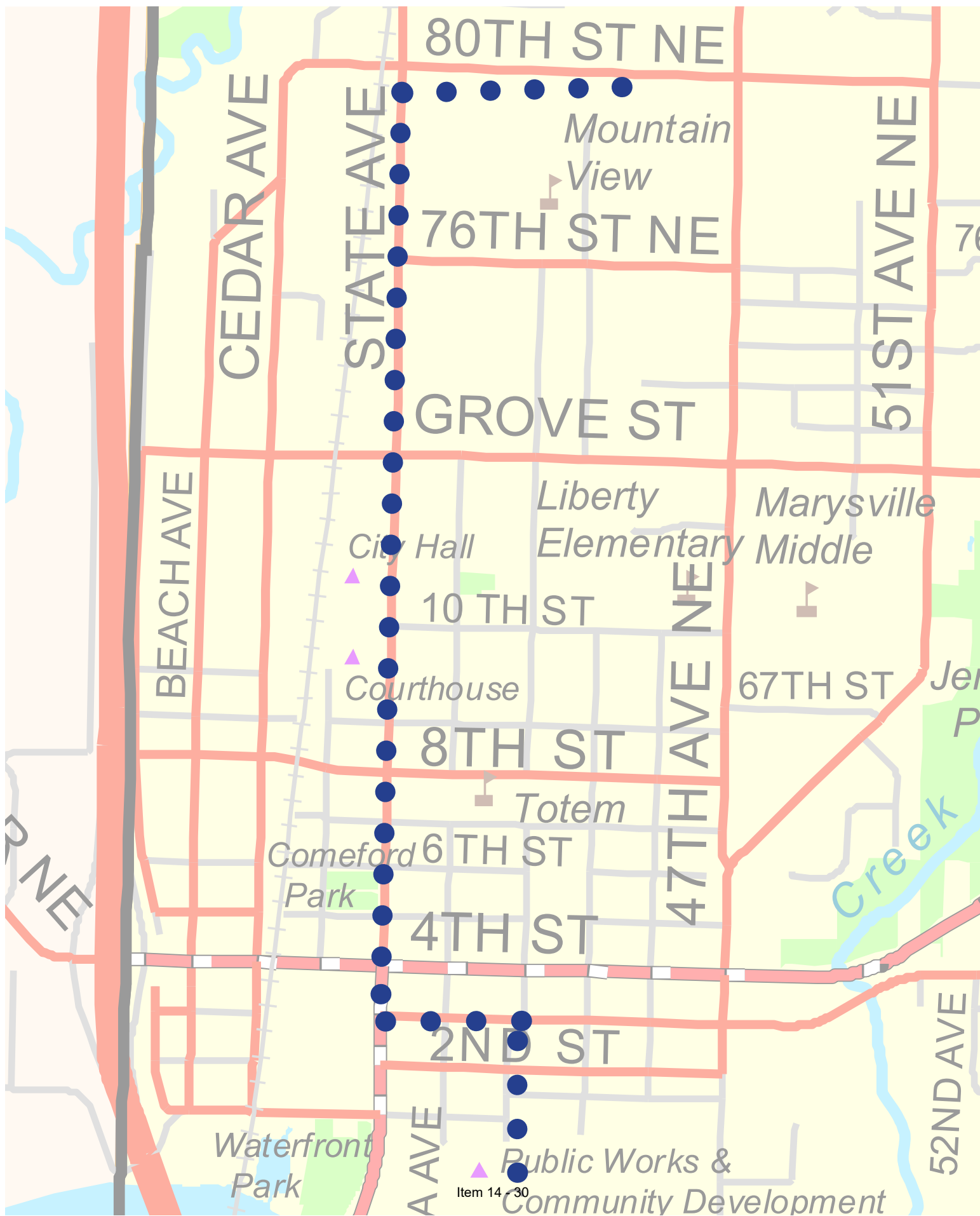




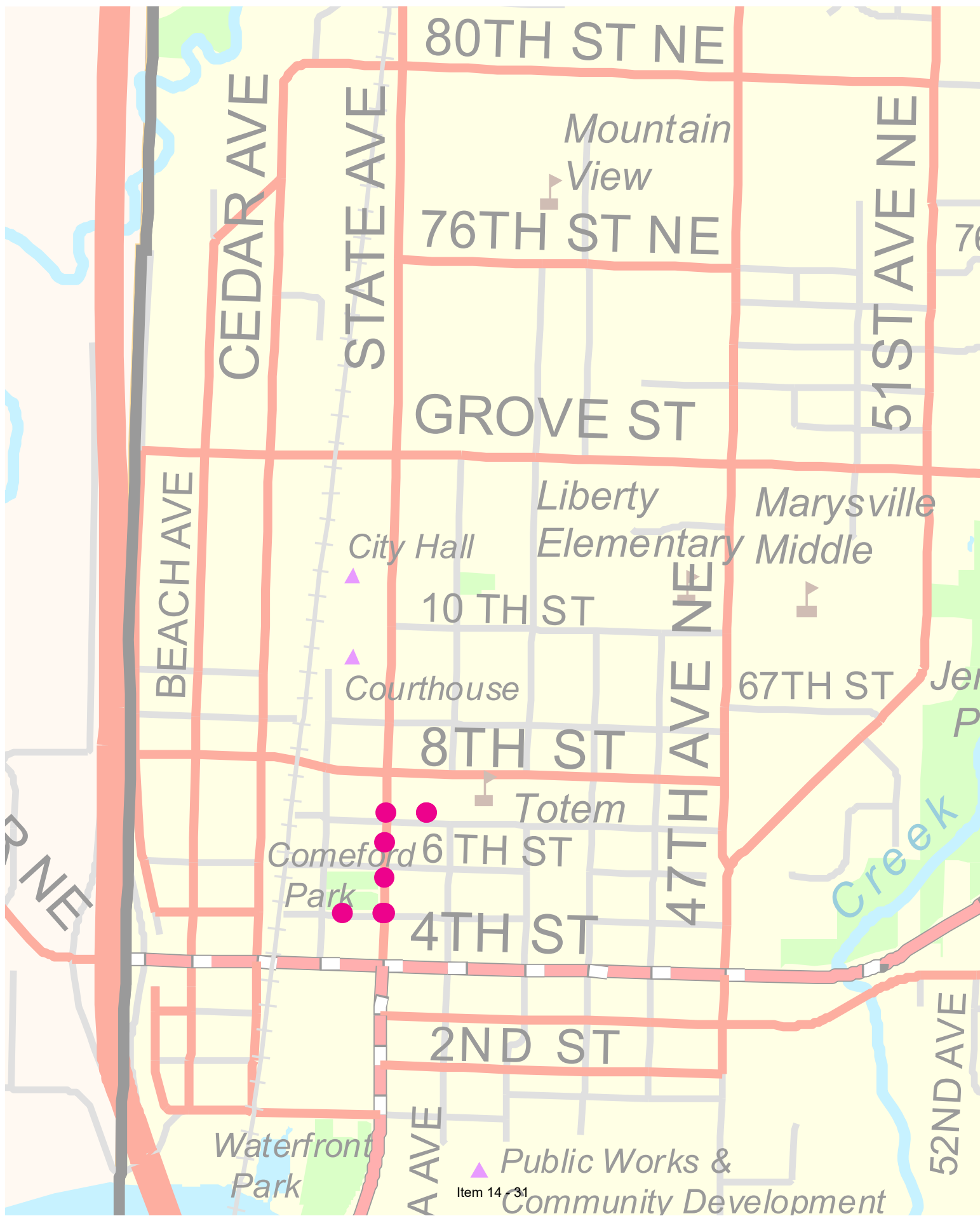
# VIP Transportation - ●●●●●



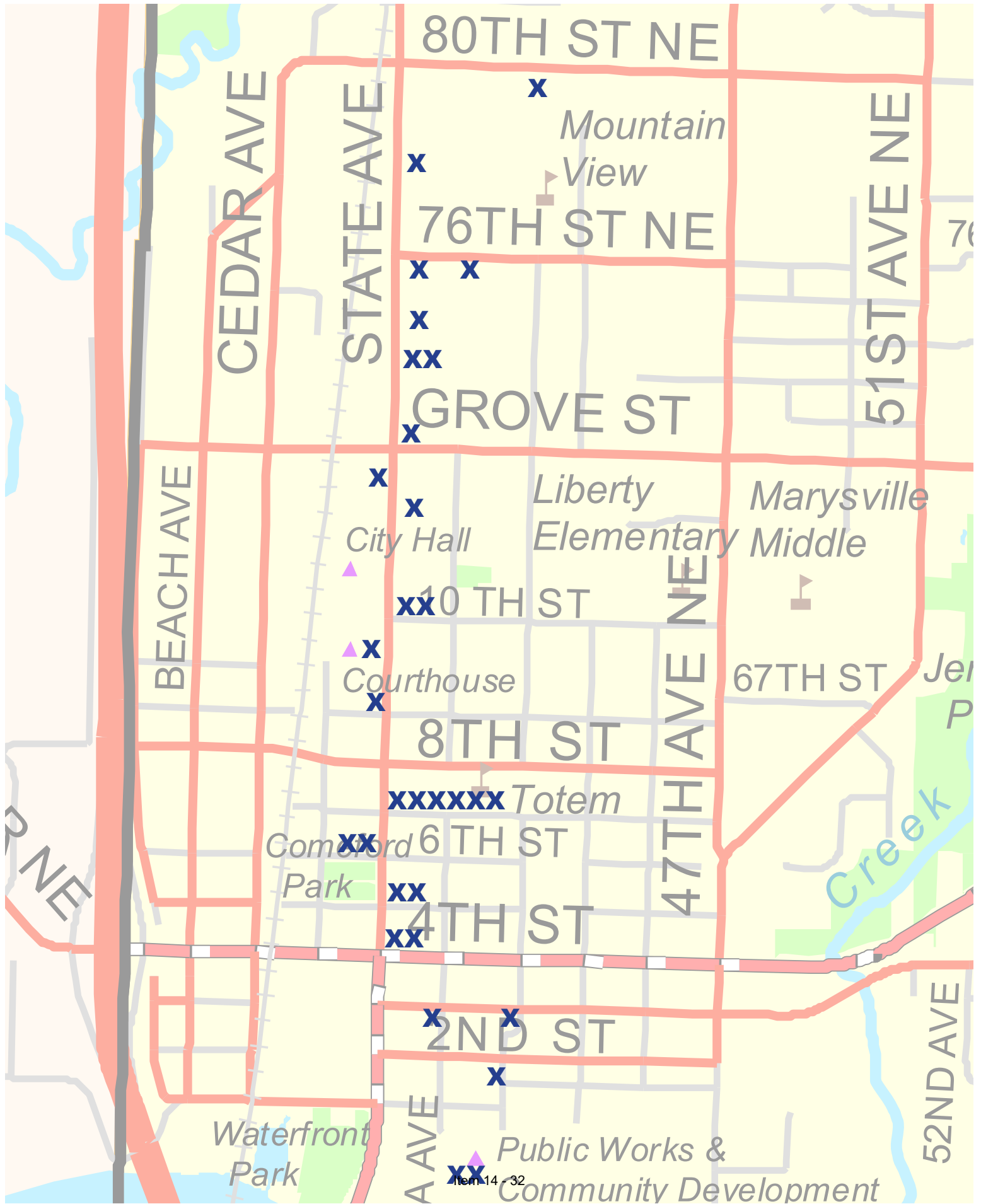
# Grand Parade Route - ●●●●●



# Kiddies Parade Route - ●●●●● 227



# Port-A-Potty Locations - X



# *Index #15*

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

**CITY COUNCIL MEETING DATE: May 6, 2019**

<b>AGENDA ITEM:</b>	
Resolution Amending Procurement Procedures	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Jan Berg	
<b>DEPARTMENT:</b>	
Finance	
<b>ATTACHMENTS:</b>	
Amendment to Resolution #2477	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
N/A	N/A
<b>SUMMARY:</b>	

The City Council adopted Resolution No. 2477 on June 25, 2018 which updated the procurement procedures used by the city.

This resolution would replace No. 2447 the following changes:

Section 1.C. – clarifies that change orders which do not exceed the approved management reserve are not required to go back for City Council approval.

Section 2.d – adds language in the procedures when the lowest bid is not responsive or lowest bidder is not responsible.

Section 6 – adds clarifying language regarding exemptions and waivers to competitive procurement and including suggested language from the State Auditor’s Office regarding purchases through the US Government and Department of Enterprise Services.

**RECOMMENDED ACTION:** Staff recommends that Council consider approving the change in the procurement policy.

**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_

CITY OF MARYSILLE  
Marysville, Washington

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY OF MARYSVILLE DELEGATING CONTRACTING  
AUTHORITY, ESTABLISHING MINIMUM PROCUREMENT PROCEDURES, AND  
REPEALING  
RESOLUTION NO. 2447.

WHEREAS, Washington State law requires the City to follow certain procedures in bidding and awarding public work projects, requires the City to follow certain procedures in procuring specified services, and otherwise allows the City Council to establish the manner in which the City procures public works, goods, and services; and

WHEREAS, the City desires to establish provisions for interlocal cooperative purchasing agreements as allowed under RCW 39.34; and

WHEREAS, the City Council desires to delegate its contracting authority, in accordance with this Resolution, to allow the City to serve the public good by procuring public works goods, and services in an efficient and effective manner that complies with State law;

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

**Section 1. Delegation of Contracting Authority and Reservation of Council Approval**

The City Council must approve the following agreements prior to the Mayor executing them:

- a. All agreements with a total cost of \$75,000 or greater.
- b. All interlocal agreements.
- c. ~~Any All change orders exceeding an approved management reserve,~~ amendments, or supplemental agreements modifying an existing agreement that had an original total cost of \$75,000 or greater, except no-cost time extensions that do not exceed six months and change orders that do not exceed the approved management reserve.
- d. ~~Any All change orders exceeding an approved management reserve,~~ amendments, or supplemental agreements modifying an existing agreement that had an original total cost of less than \$75,000 but where the cumulative total of the original agreement and all change orders, amendments, and supplemental agreements will exceed \$75,000.

The Mayor may otherwise execute agreements, as necessary, without Council approval, provided that the agreement is solicited and awarded in accordance with the minimum procedures contained in this Resolution and such further procedures as the Mayor, Chief Administrative Officer, or Finance Director may adopt that are not inconsistent with this Resolution.

## **Section 2. Minimum Procurement Requirements.**

City Staff shall follow, at a minimum, the procedures listed below, and such further procedures as the Mayor, Chief Administrative Officer, or Finance Director may adopt that are not inconsistent with this Resolution. Procedures are not inconsistent if they require, for a particular procurement, more process or more competition than specified in this Resolution.

- a. Purchase of Goods, Materials, and Supplies (unrelated to a public work). The procurement of goods, materials, and supplies must comply with the table below:

Limit*	Minimum Requirement
\$0 - \$2,499	Single Quote – Department Heads may use a local purchase order or purchasing card.
\$2,500 - \$34,999	Minimal Competition – City staff must obtain three verbal quotes from at least three suppliers.
\$35,000 - \$149,999	Informal Competition – City staff must obtain written quotations from at least three suppliers
\$150,000 and Above	Formal Competition – City Staff must utilize competitive bidding.

\*Including applicable taxes and freight

- b. Services.

- i. *Architectural and Engineering Professional Services*. City Staff must comply with chapter 39.80 RCW for procuring professional services within the architectural, engineering, land surveying, or landscape architecture professions.
  - ii. *Other Services*. City staff must utilize the level of competition that is practical under the circumstance and follow any guidance from the Legal Department. Where price alone is not the determining factor, staff may utilize requests for proposals.
- c. Public Work. Procurements involving a public work of the City must comply with the minimum competition listed in the table below (staff may always utilize any greater competition listed for higher dollar thresholds):

Single Craft/Trade		Multi Craft/Trade	
Limit	Minimum Competition	Limit	Minimum Competition
\$0 - \$7,499	Single Quote	\$0 - \$7,499	Single Quote
\$7,500 - \$40,000	Minimal Competition (three verbal quotes)	\$7,500 - \$64,999	Minimal Competition (three verbal quotes)
\$40,000 - \$299,999	Small Works Roster (at least five contractors)	\$65,000 - \$299,999	Small Works Roster (at least five contractors)
\$300,000 and Above	Competitive Bidding	\$300,000 and Above	Competitive Bidding



<u>Single Craft/Trade</u>		<u>Multi Craft/Trade</u>	
<u>\$0 – \$7,499</u>	<u>Single Quote</u>	<u>\$0 – \$7,499</u>	<u>Single Quote</u>
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<u>\$40,000 – \$299,999</u>	<u>Small Works Roster (at least five contractors)</u>	<u>\$65,000 – \$299,999</u>	<u>Small Works Roster (at least five contractors)</u>
<u>\$300,000 and Above</u>	<u>Competitive Bidding</u>	<u>\$300,000 and Above</u>	<u>Competitive Bidding</u>

d. If city staff believe the lowest bid is not responsive or the lowest bidder is not responsible, staff will consult with the Finance Director prior to award of the contract.

### **Section 3. Cooperative Purchasing.**

The City must enter into an interlocal cooperative purchasing agreement, in accordance with the provisions set forth in RCW 39.34 as currently written or hereafter amended, prior to executing an agreement for a cooperative purchase.

When purchases are made from a contract awarded by another public agency and where an interlocal cooperative purchasing agreement is in place, any statutory obligation to provide notice for bids or proposals that applies to the City is satisfied if the public agency or group of public agencies that awarded the bid, proposal, or contract complied with its own statutory requirements and either (1) posted the bid or solicitation notice on a website established and maintained by a public agency, purchasing cooperative or similar service provider, for purposes of posting public notice of bid or proposal solicitation, or (2) provided an access link on the state's web portal to the notice.

The City may include, in any invitation to bid, request for proposals, or other solicitation notice that the City participates in cooperative purchasing and that other public agencies may desire to place orders in accordance with the awarded contract. Bidders/proposers may be asked to indicate if they agree to allow orders from other public agencies that have an interlocal cooperative purchasing agreement with the City.

### **Section 4. Grant Funds**

In order to insure that procurements with grant funds are handled appropriately, that the process is transparent, and that all areas of procurement accountability are address, procurements with grant funds must follow the more restrictive of: (1) this Resolution, (2) any procedures adopted by the Mayor, Chief Administrative Officer, or Finance Director, or (3) the requirements applicable to the grant funds.

### **Section 5. Federal Grant Funds.**

- a. Procurement Policy.

In order to insure that procurements with Federal grant funds are handled appropriately, that the process is transparent, and that all areas of procurement accountability are addressed, procurements with Federal grant funds must follow the more restrictive of: (1) this Resolution, (2) any procedures adopted by the Mayor, Chief Administrative Officer, or Finance Director, or (3) the requirements of the Federal grant or Federal law and regulations.

b. Code of Ethics.

City staff involved in the procurement of goods and services with Federal grant funds shall have a full understanding of the Federal awarding agency's conflict of interest policies applicable to the award.

City staff involved in the procurement of goods and services with Federal grant funds must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.

City staff involved in the procurement of goods and services with Federal grant funds must comply with State law and the City's Code of Ethics, codified in chapter 2.80 of the Marysville Municipal Code.

**Section 6. Exceptions and Waiver of Competitive Procurement.**

~~Notwithstanding the procedures identified in this Resolution, nothing shall prohibit~~ City staff and the Mayor are authorized to solicit or enter form soliciting or entering into an agreement as otherwise authorized by State law unless prohibited by the municipal code or this Resolution. To the extent authorized by State law, the City Council waives competitive procurement requirements in the following situations and any other situations authorized by state law:

- (1) Purchases that are clearly and legitimately limited to a single source of supply;
- (2) Purchases involving special facilities or market conditions;
- (3) Purchases in the event of an emergency;
- (4) Purchases of insurance or bonds;
- (5) Public works in the event of an emergency;
- (6) Purchases of supplies, materials, or equipment through an auction conducted by the United States or an agency thereof, an agency of the state of Washington, a municipality, or other government agency, or a private party if the items can be obtained at a competitive price; and
- (7) Purchases of supplies, materials, electronic data processing and telecommunication equipment, software, services, and/or equipment from or through the United States government.
- (8) When using the Department of Enterprise Services' (DES) Master Contracts Usage Agreement (MCUA, the city will not be required to retain bid documentation.

If the agreement will have a total cost of less than \$75,000, the Mayor will determine if competitive procurement should be waived for one of the reasons in this section.

**Section 7. Administration.** Administration of this Resolution is the responsibility of the Finance Director.

**Section 8. Repealer.** Resolution No. 2447 is hereby repealed for the reason that it is replaced by this Resolution.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 20198.

CITY OF MARYSVILLE

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

ATTEST:

\_\_\_\_\_  
Tina Brock, Deputy City Clerk

APPROVED AS TO FORM:

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

**RCW 39.32.090**

**Purchases by political subdivisions from or through United States authorized.**

~~Whenever authorized by ordinance or resolution of its legislative authority any political subdivision of the state shall have power to purchase supplies, materials, electronic data processing and telecommunication equipment, software, services, and/or equipment from or through the United States government without calling for bids, notwithstanding any law or charter provision to the contrary.~~

CITY OF MARYSVILLE  
Marysville, Washington

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- d. Any amendments, or supplemental agreements modifying an existing agreement that had an original total cost of less than \$75,000 but where the cumulative total of the original agreement and all change orders, amendments, and supplemental agreements will exceed \$75,000.

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\*Including applicable taxes and freight

- b. Services.

- i. *Architectural and Engineering Professional Services*. City Staff must comply with chapter 39.80 RCW for procuring professional services within the architectural, engineering, land surveying, or landscape architecture professions.
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\$300,000 and Above	Competitive Bidding	\$300,000 and Above	Competitive Bidding

- d. If city staff believe the lowest bid is not responsive or the lowest bidder is not responsible, staff will consult with the Finance Director prior to award of the contract.

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The City must enter into an interlocal cooperative purchasing agreement, in accordance with the provisions set forth in RCW 39.34 as currently written or hereafter amended, prior to executing an agreement for a cooperative purchase.

When purchases are made from a contract awarded by another public agency and where an interlocal cooperative purchasing agreement is in place, any statutory obligation to provide notice for bids or proposals that applies to the City is satisfied if the public agency or group of public agencies that awarded the bid, proposal, or contract complied with its own statutory requirements and either (1) posted the bid or solicitation notice on a website established and maintained by a public agency, purchasing cooperative or similar service provider, for purposes of posting public notice of bid or proposal solicitation, or (2) provided an access link on the state's web portal to the notice.

The City may include, in any invitation to bid, request for proposals, or other solicitation notice that the City participates in cooperative purchasing and that other public agencies may desire to place orders in accordance with the awarded contract. Bidders/proposers may be asked to indicate if they agree to allow orders from other public agencies that have an interlocal cooperative purchasing agreement with the City.

### **Section 4. Grant Funds**

In order to insure that procurements with grant funds are handled appropriately, that the process is transparent, and that all areas of procurement accountability are address, procurements with grant funds must follow the more restrictive of: (1) this Resolution, (2) any procedures adopted by the Mayor, Chief Administrative Officer, or Finance Director, or (3) the requirements applicable to the grant funds.

### **Section 5. Federal Grant Funds.**

#### a. Procurement Policy.

In order to insure that procurements with Federal grant funds are handled appropriately, that the process is transparent, and that all areas of procurement accountability are address, procurements with Federal grant funds must follow the more restrictive of: (1) this Resolution, (2) any procedures adopted by the Mayor, Chief Administrative Officer, or Finance Director, or (3) the requirements of the Federal grant or Federal law and regulations.

#### b. Code of Ethics.

City staff involved in the procurement of goods and services with Federal grant funds shall have a full understanding of the Federal awarding agency's conflict of interest policies applicable to the award.

City staff involved in the procurement of goods and services with Federal grant funds must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.

City staff involved in the procurement of goods and services with Federal grant funds must comply with State law and the City's Code of Ethics, codified in chapter 2.80 of the Marysville Municipal Code.

**Section 6. Exceptions and Waiver of Competitive Procurement.**

City staff and the Mayor are authorized to solicit or enter into an agreement as otherwise authorized by State law unless prohibited by the municipal code or this Resolution. To the extent authorized by State law, the City Council waives competitive procurement requirements in the following situations and any other situations authorized by state law:

- (1) Purchases that are clearly and legitimately limited to a single source of supply;
- (2) Purchases involving special facilities or market conditions;
- (3) Purchases in the event of an emergency;
- (4) Purchases of insurance or bonds;
- (5) Public works in the event of an emergency;
- (6) Purchases of supplies, materials, or equipment through an auction conducted by the United States or an agency thereof, an agency of the state of Washington, a municipality, or other government agency, or a private party if the items can be obtained at a competitive price; and
- (7) Purchases of supplies, materials, electronic data processing and telecommunication equipment, software, services, and/or equipment from or through the United States government.
- (8) When using the Department of Enterprise Services' (DES) Master Contracts Usage Agreement (MCUA, the city will not be required to retain bid documentation.

If the agreement will have a total cost of less than \$75,000, the Mayor will determine if competitive procurement should be waived for one of the reasons in this section.

**Section 7. Administration.** Administration of this Resolution is the responsibility of the Finance Director.

**Section 8. Repealer.** Resolution No. 2447 is hereby repealed for the reason that it is replaced by this Resolution.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF MARYSVILLE

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Jon Nehring, Mayor

ATTEST:

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Tina Brock, Deputy City Clerk

APPROVED AS TO FORM:

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Jon Walker, City Attorney