

July 1, 2019

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

City Hall

**Call to Order**

**Pledge of Allegiance**

**Roll Call**

**Approval of the Agenda**

**Committee Reports**

**Presentations**

**Discussion Items**

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

1. Approval of the June 3, 2019 City Council Work Session Minutes.
2. Approval of the June 10, 2019 City Council Meeting Minutes.

**Consent**

3. Approval of the June 19, 2019 Claims in the Amount of \$727,779.60 Paid by EFT Transactions and Check Numbers 133286 through 133441 with No Check Numbers Voided.
4. Approval of the June 26, 2019 Claims in the Amount of \$603,125.43 Paid by EFT Transactions and Check Numbers 133442 through 133592 with Check Numbers 126417, 126805, 128012, 129062, and 132758 Voided.

**Review Bids**

5. Consider the 2019 Roadway Re-Striping Project with Stripe Rite, Inc. in the Amount of \$179,435.67 and Approve a Management Reserve of \$8,971.78 for a Total Allocation of \$188,407.42.

**Public Hearings**

**New Business**

6. Consider the Public Assistance Grant Agreement with Washington State Military Department.
7. Consider the Professional Services Agreement Supplemental Agreement No. 2 with MacLeod Reckord for the Ebey Waterfront Park Expansion Project.

***Work Sessions are for City Council study and orientation – Public Input will be received at the July 8, 2019 City Council meeting.***

**Marysville City Council Work Session****July 1, 2019****7:00 p.m.****City Hall**

8. Consider the Professional Services Agreement with RH2 Engineering in the Amount of \$54,654.00 for Water Supply Operational Strategy Alternative Selection.

9. Consider the Professional Services Agreement with Veolia Water Technologies, Inc. in the Amount of \$456,533.26 for Pilot Process to Remove Total Suspended Solids at the Waste Water Treatment Plant.

10. Consider the Customer Services Contract with Snohomish County Public Utility District to Underground Power along Delta Avenue as part of the Civic Campus Project.

11. Consider the Professional Services Agreement for Engineering Design Services for the 2019 Citywide Highway Safety Improvement Project with Transportation Solutions, Inc. in the Amount of \$112,800.00.

12. Consider the Landowner Agreement with Adopt-A-Stream Foundation for Stream Restoration at Strawberry Fields Park.

13. Consider the Interlocal Agreement with the City of Lake Stevens for the Powerline Trail.

14. Consider the Professional Services Agreement with Welsh Commissioning Group for the Civic Center Project.

15. Consider an **Ordinance** Affirming the Planning Commission's Recommendation and Adopt the Minor Amendments to the Wireless Communication Facilities and Small Cell Wireless Amendments.

16. Consider an **Ordinance** Affirming the Planning Commission's Recommendation and Adopt the Cottage Housing Development Amendments.

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

A. Litigation

B. Personnel

***Work Sessions are for City Council study and orientation – Public Input will be received at the July 8, 2019 City Council meeting.***

July 1, 2019

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

City Hall

C. Real Estate

**Reconvene**

**Adjournment**

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

# *Index #1*

COUNCIL



*DRAFT*  
MINUTES

**Work Session**  
*June 3, 2019*

**Call to Order / Pledge of Allegiance**

Council President Kamille Norton called the Work Session to order at 7:00 p.m. and led those present in the Pledge of Allegiance.

**Roll Call**

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

- Mayor Pro Tem:** Kamille Norton, Council President
- Council:** Mark James, Tom King, Steve Muller, Rob Toyer, and Jeff Vaughan
- Absent:** Michael Stevens
- Also Present:** Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, Deputy City Attorney Burton Eggertsen, Public Works Director Kevin Nielsen, Parks Director Jim Ballew, Community Development Director Dave Koenig, Fire Chief Martin McFalls

Mayor Pro Tem Norton reported that item 3 would be removed from the agenda.

**Motion** made by Councilmember James, seconded by Councilmember Toyer to approve the agenda as revised. **Motion** passed unanimously.

**Motion** made by Councilmember Toyer, seconded by Councilmember Muller, to excuse the absence of Councilmember Stevens. **Motion** passed unanimously.

**Committee Reports**

Councilmember James reported on the May 22 Alliance for Housing Affordability meeting where the Draft Operating Budget for 2021 and the Work Plan Draft for 2021

were reviewed. He also reported on the May 22 Snohomish County Tomorrow Steering Committee meeting. Two citizen representatives were voted in at that meeting, and there were reports from four of the SCT Steering Committees.

## **Presentations**

### **A. 1st Quarter Financial Report**

Finance Director Sandy Langdon introduced the 1<sup>st</sup> Quarter Financial Report. ICMA Intern Matt Oaks presented the economic indicators, and Finance Director Langdon gave the financial update. General clarification questions followed.

## **Discussion Items**

### **Approval of Minutes**

### **Consent**

1. Approval of the May 29, 2019 Claims in the Amount of \$767,327.32 Paid by EFT Transactions and Check Numbers 132866 through 133016 with Check Number 125431 Voided.

### **Review Bids**

### **Public Hearings**

### **New Business**

2. Consider the Sunnyside Overlay Project, Starting the 45-day Lien Filing Period for Project Closeout.

Director Nielsen explained this is the project closeout for the Sunnyside Overlay. This was a federal grant, and TBD funds were used to match.

4. Consider an Additional Civil Plan Review Position and Funding for the Remainder of the 2019-2020 Biennial Budget.

CAO Hirashima explained that staff is proposing to add a second civil plan reviewer. With the increase in development activity last year, the City has been outsourcing some of the work, and the City's long-time civil plan reviewer will be retiring in a month. With the loss of this employee and the work which has been outsourced, staff feels an additional position will be justified. The increased amount reflects the second employee for the second half of the year.

5. Consider a Resolution to Adopt the 2019 Amendments to the Shoreline Master Program.

Director Koenig explained this is a required update to the Shoreline Master Program. It needs to also be approved by the Department of Ecology after the City approves it as a Resolution. A joint public hearing was held with the Department of Ecology and the Planning Commission. A letter of support from the Department of Ecology is included in the packet. Director Koenig reviewed proposed changes to the Shoreline Master Program.

## **Legal**

### **Staff Business**

Kevin Nielsen had the following comments:

- There will be a Public Works Committee meeting this Friday.
- The 1<sup>st</sup> Street bypass is making great progress.

Dave Koenig had no additional comments.

Chief Smith had no additional comments.

Chief McFalls had no additional comments.

Jim Ballew:

- There was a big turnout for Challenge Day this weekend, and the weather was perfect.
- There was a great show at the Opera House recently too.
- The new banners for Strawberry Festival arrived this week, and will be installed this week. He commended MaryFest for purchasing those. He gave some updates on Strawberry Festival activities.

Sandy Langdon had no further comments.

Burton Eggertsen had no comments.

Gloria Hirashima had no comments.

### **Call on Councilmembers**

Steve Muller:

- He commented that there was a great meeting with the fire commissioners over in Chelan this weekend.
- He is looking forward to Strawberry Festival.

Mark James:

- Challenge Day was a lot of fun.
- Lake Stevens City Council has a joint meeting tomorrow with their Planning Commission. The ILA with Marysville is on that agenda.

- He reported on the PSRC General Assembly and the EASC meeting and annual awards ceremony.

Tom King:

- The Washington Fire Commissioners Association conference in Chelan was very interesting.
- Strawberry Festival starts this weekend. Thanks to the City for all the assistance.
- He reported on a recent article in *The Herald* about US recycling plants on the rebound.

Rob Toyer had no comments.

Jeff Vaughan had no comments.

Kamille Norton had no further comments.

**Adjournment**

The meeting was adjourned at 7:32 p.m.

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

---

Mayor  
Jon Nehring



9

# *Index #2*

<b>Call to Order/Pledge of Allegiance/Roll Call</b>	7:00 p.m.
<b>Approval of the Agenda</b>	Approved
<b>Committee Reports</b>	
<b>Presentations</b>	
Proclamation: Declaring June 2019 Men's Health Month	Presented
Preston Dwoskin	Presented
<b>Audience Participation</b>	
<b>Approval of Minutes</b>	
Approval of the May 13, 2019 City Council Meeting Minutes.	Approved
Approval of the May 28, 2019 City Council Meeting Minutes.	Approved
<b>Consent Agenda</b>	
Approval of the May 29, 2019 Claims in the Amount of \$767,327.32, Paid by EFT Transactions and Check Numbers 132866 through 133016 with Check Number 125431 Voided.	Approved
Approval of the June 5, 2019 Payroll in the Amount of \$1,831,870.40, Paid by EFT Transactions and Check Numbers 32407 through 32449.	Approved
Consider Approving the Sunnyside Overlay Project, Starting the 45-day Lien Filing Period for Project Closeout.	Approved
Consider Approving an Additional Civil Plan Review Position and Funding for the Remainder of the 2019-2020 Biennial Budget.	Approved
<b>Review Bids</b>	
<b>Public Hearings</b>	
<b>New Business</b>	
Consider Approving a Resolution to Adopt the 2019 Amendments to the Shoreline Master Program.	Approved Res. No. 2470
<b>Legal</b>	
<b>Mayor's Business</b>	
<b>Staff Business</b>	
<b>Call on Councilmembers</b>	
<b>Adjournment</b>	7:57 p.m.

COUNCIL*DRAFT*  
MINUTES

**Regular Meeting**  
June 10, 2019

**Call to Order / Pledge of Allegiance**

Mayor Nehring called the meeting to order at 7:00 p.m. and led those present in the Pledge of Allegiance. Judi Johnston of Jake's House gave the invocation.

**Roll Call**

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

**Mayor:** Jon Nehring

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

**Absent:** None

**Also Present:** Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, City Attorney Jon Walker, Public Works Director Kevin Nielsen, Parks Director Jim Ballew, Community Development Director Dave Koenig, Fire Chief Martin McFalls

**Motion** made by Councilmember Toyer, seconded by Councilmember James, to approve the agenda. **Motion** passed unanimously.

**Committee Reports**

Councilmember Muller reported on the June 7 Public Works Committee Meeting.

**Presentations**

**A. Proclamation: Declaring June 2019 Men's Health Month**

Mayor Nehring read the proclamation declaring June 2019 Men's Health Month in the City of Marysville and encouraging all residents of Marysville to pursue preventative health practices and early detection efforts.

**B. Preston Dwoskin**

Preston Dwoskin made a presentation regarding his challenging educational history and his current efforts toward improving education, especially special education, for others.

**Audience Participation**

Robert Pearce, 5417 80<sup>th</sup> Avenue NE, Marysville, WA 98270, spoke regarding the Soper Hill roundabouts and the power line trail in Lake Stevens, emphasizing his opinion that the onus of responsibility for this should be with the City of Lake Stevens and not Marysville. He distributed a summary and recommendation to the City Council.

John Warren Gay, 12730 43<sup>rd</sup> Ave NE, Marysville, WA 98271, expressed concern about the design of the traffic circle proposed for the intersection of 128<sup>th</sup> Street NE and 43<sup>rd</sup> Avenue NE, especially how larger vehicles would get through and how it would impact access for the residents in that location. He also expressed concern about the results of the survey that was sent out and requested a public hearing prior to any action the City Council might take on this.

Director Nielsen commented that this subject would be coming back to the Traffic Safety Committee.

Councilmember Vaughan asked Director Nielsen to review what they have learned from putting in traffic calming devices in other areas. Director Nielsen reviewed the new process the City is using which is intended to get the whole neighborhood involved in addition to the Traffic Safety Committee.

Jacki Soleck (sp), 12720 43<sup>rd</sup> Ave NE, Marysville, WA, 98271, expressed concerns regarding the proposed traffic circle at 128<sup>th</sup> Ave NE noting that it would just force the problem downstream and that she would not be able to get out of her driveway. She believes this matter should be re-evaluated since the survey results are three years old.

David Roth, 12730 43<sup>rd</sup> Ave NE, Marysville, WA, expressed concern regarding an existing walkway at the location of the proposed traffic circle at 128<sup>th</sup> Ave NE. He noted that there is also a street light and a fire hydrant that would need to be relocated if a traffic circle were installed.

Councilmember James requested a copy of the Survey Monkey survey.

**Approval of Minutes (Written Comment Only Accepted from Audience.)****1. Approval of the May 13, 2019 City Council Meeting Minutes.**

**Motion** made by Councilmember Norton, seconded by Councilmember King, to approve the May 13, 2019 City Council Meeting Minutes. **Motion** passed unanimously.

**2. Approval of the May 28, 2019 City Council Meeting Minutes.**

**Motion** made by Councilmember King, seconded by Councilmember Vaughan, to approve the May 28, 2019 City Council Meeting Minutes. **Motion** passed unanimously.

**Consent**

1. Approval of the May 29, 2019 Claims in the Amount of \$767,327.32, Paid by EFT Transactions and Check Numbers 132866 through 133016 with Check Number 125431 Voided.
2. Approval of the June 5, 2019 Payroll in the Amount of \$1,831,870.40, Paid by EFT Transactions and Check Numbers 32407 through 32449.
3. Consider Approving the Sunnyside Overlay Project, Starting the 45-day Lien Filing Period for Project Closeout.
4. Consider Approving an Additional Civil Plan Review Position and Funding for the Remainder of the 2019-2020 Biennial Budget.

**Motion** made by Councilmember James, seconded by Councilmember Muller, to approve Consent Agenda items 1-4. **Motion** passed unanimously.

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

5. Consider Approving a Resolution to Adopt the 2019 Amendments to the Shoreline Master Program.

Director Koenig explained that this is a required update by the Department of Ecology.

**Motion** made by Councilmember Muller, seconded by Councilmember Stevens, to adopt Resolution No. 2470. **Motion** passed unanimously.

**Legal****Mayor's Business**

Mayor Nehring had the following comments:

- He thanked Council President Norton for chairing the June 3 Work Session meeting while he was out of town.
- He reminded everyone that this is Strawberry Festival week, and there are a lot of great activities planned. The weather looks like it will be very nice.

**Staff Business**

Chief Smith:

- Police are anticipating 75,000+ people for the weekend festivities since the weather will be so nice.
- Police are also planning for 4th of July enforcement.
- He and Chief McFalls took part in the Hometown Heroes event at the Monroe Equestrian Park. This event raises funds for the American Cancer Society's Warrior Horses for Warrior Kids.

Sandy Langdon reminded Council about the Finance Committee meeting next Wednesday.

Director Koenig thanked the Council for passing the Shoreline Master Program.

Chief McFalls:

- He commented that the American Cancer Society's Warrior Horses for Warrior Kids program is very successful and has raised \$46,000 year to date. He was very pleased to be a part of it.
- He thanked the Historic Society for hosting dinner tonight for the City Council and the Mayor.
- The Fire Department is looking forward to the Strawberry Festival week.

Director Ballew gave an update on Strawberry Festival activities.

Director Nielsen gave updates on activity around the city.

Jon Walker had no comments.

Gloria Hirashima had no comments.

**Call on Councilmembers**

Jeff Vaughan:

- He enjoyed the dinner with the Historical Society.
- He asked how the surveys are being used and urged caution in reading too much into the results.

Mark James:

- Thanks to the citizens who came out tonight to comment.
- Thanks also to Preston Dwoskin for his presentation and for all he does for the community.

Tom King:

- He also thanked Preston Dwoskin for his work.

*DRAFT*

- He noticed that the new pedestrian signals are going in that were purchased with Community Development Block Grants. These will be a great addition to the City.
- Strawberry Festival bought new banners. Thanks to Parks for installing those.
- Harv Jubie will be the Grand Marshal this year.

Michael Stevens:

- He expressed appreciation to Preston Dvoskin.
- He commended Community Development staff for their work on the Shoreline Master Program.

Rob Toyer had no comments.

Steve Muller:

- Thanks to Preston Dvoskin for his great work.
- He hosted a staff party for staff members at Grove Elementary and had the opportunity to hear many positive comments on Marysville.
- He spoke to the importance of the Men's Health Directive.

Kamille Norton:

- Thanks to everyone who came to speak tonight.
- She is looking forward to Strawberry Festival week. It is also graduation week for the high schools.

### **Adjournment**

The meeting was adjourned at 7:57 p.m.

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

---

Mayor  
Jon Nehring

# *Index #3*



**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: July 8, 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:  <b>The Finance and Executive Departments recommend City Council approve the June 19, 2019 claims in the amount of \$727,779.60 paid by EFT transactions and Check No.'s 133286 through 133441 with no Check No.'s voided.</b>
COUNCIL ACTION:

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-6**

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$727,779.60 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 133286 THROUGH 133441 WITH NO CHECK NO.'S 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 **8<sup>th</sup> DAY OF JULY 2019.**

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

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

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

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

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

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

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

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 6/13/2019 TO 6/19/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
133286	3R TECHNOLOGY LLC	RECYCLING-CLEAN SWEEP	PROTECTIVE INSPECTIONS	245.00
133287	AMERICAN CLEANERS	DRY CLEANING	POLICE ADMINISTRATION	27.64
	AMERICAN CLEANERS		OFFICE OPERATIONS	30.22
	AMERICAN CLEANERS		DETENTION & CORRECTION	103.79
	AMERICAN CLEANERS		POLICE PATROL	149.50
133288	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	70.88
133289	AUSTIN, MARGARET	REFUND CLASS FEES	PARKS-RECREATION	12.00
133290	AVELLANEDA, JEN		PARKS-RECREATION	40.00
133291	BALLROT, KEVIN & DAN	UB REFUND	WATER/SEWER OPERATION	187.00
133292	BANK OF AMERICA	PARKING FEE	ENGR-GENL	7.00
133293	BANK OF AMERICA	PARKING FEES	EXECUTIVE ADMIN	22.00
133294	BANK OF AMERICA	FLASHLIGHT END	POLICE PATROL	25.83
133295	BANK OF AMERICA	WELLNESS PRIZES	PERSONNEL ADMINISTRATION	31.53
133296	BANK OF AMERICA	ADAPTER/WEB SERVICE/HERALD	FINANCE-GENL	8.95
	BANK OF AMERICA		COMPUTER SERVICES	30.93
	BANK OF AMERICA		IS REPLACEMENT ACCOUNTS	33.85
133297	BANK OF AMERICA	TRAINING	COMMUNITY	150.00
133298	BANK OF AMERICA	MESSENGER SERVICE	GMA - STREET	190.00
133299	BANK OF AMERICA	CHAIR	OFFICE OPERATIONS	263.55
133300	BANK OF AMERICA	SAFETY SUPPLIES AND RADIOS	EXECUTIVE ADMIN	141.96
	BANK OF AMERICA		POLICE ADMINISTRATION	166.16
133301	BANK OF AMERICA	BANNERS AND ADVERTISING	COMMUNITY EVENTS	11.47
	BANK OF AMERICA		OPERA HOUSE	68.17
	BANK OF AMERICA		COMMUNITY EVENTS	277.59
133302	BANK OF AMERICA	REGISTRATION/MARYFEST EXPENSE	GENERAL FUND	-11.78
	BANK OF AMERICA		EXECUTIVE ADMIN	138.45
	BANK OF AMERICA		EXECUTIVE ADMIN	285.00
133303	BANK OF AMERICA	MEAL/TRAINING EXPENSE	TRAINING	99.00
	BANK OF AMERICA		TRANSPORTATION	327.77
133304	BANK OF AMERICA	EMBEDDED SOCIAL WORKER PROGRAM	EMBEDDED SOCIAL WORKER	654.70
133305	BANK OF AMERICA	SPECIAL EVENT SUPPLIES	GENERAL FUND	-24.17
	BANK OF AMERICA		PARK & RECREATION FAC	8.95
	BANK OF AMERICA		PARK & RECREATION FAC	35.29
	BANK OF AMERICA		RECREATION SERVICES	87.38
	BANK OF AMERICA		OPERA HOUSE	87.42
	BANK OF AMERICA		RECREATION SERVICES	284.02
	BANK OF AMERICA		COMMUNITY EVENTS	448.13
133306	BANK OF AMERICA	TRAVEL/TRAINING EXPENSE	MUNICIPAL COURTS	615.00
	BANK OF AMERICA		MUNICIPAL COURTS	620.41
133307	BANK OF AMERICA	TRAINING/SHIPPING EXPENSE	WASTE WATER TREATMENT	347.37
	BANK OF AMERICA		UTIL ADMIN	1,950.00
133308	BERRY SIGN SYSTEMS	OPERA HOUSE SIGN	OPERA HOUSE	16,454.45
133309	BILLING DOCUMENT SPE	TRANSACTION FEES	UTILITY BILLING	2,645.03
	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	5,132.35
133310	BIXBY, COLIN CAMPBEL	CPL REFUND	GENL FUND N/BUS LIC &	3.25
	BIXBY, COLIN CAMPBEL		POLICE-SECURITY	14.00
133311	BOTESCH, NASH & HALL	CIVIC CENTER PROJECT	CAPITAL EXPENDITURES	134,973.89
133312	BROWN, JENNIFFER	MILEAGE REIMBURSEMENT	EXECUTIVE ADMIN	121.45
133313	BUCHANAN, MICHELLE	UB REFUND	WATER/SEWER OPERATION	25.79
133314	BUELL, JOHN	WWTPO EXAM FEE REIMBURSEMENT	UTIL ADMIN	150.00
133315	BURLING, CAROL	UB REFUND	WATER/SEWER OPERATION	112.28
133316	CAPTAIN DIZZYS EXXON	CAR WASHES	COMMUNITY	4.50
	CAPTAIN DIZZYS EXXON		PARK & RECREATION FAC	9.00
	CAPTAIN DIZZYS EXXON		POLICE PATROL	157.50
133317	CASCADE COLUMBIA	ALUMINUM CHLORIDE	WASTE WATER TREATMENT	12,909.69
	CASCADE COLUMBIA		WASTE WATER TREATMENT	13,402.15
133318	CASTLE DWELLERS	HYDRANT METER REFUND	WATER-UTILITIES/ENVIRONMN	-50.00
	CASTLE DWELLERS		WATER/SEWER OPERATION	1,150.00
133319	CENTRAL WELDING SUPP	EAR MUFFS	ER&R	50.85
	CENTRAL WELDING SUPP	PADLOCKS	ER&R	150.83

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 6/13/2019 TO 6/19/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
133319	CENTRAL WELDING SUPP	T-SHIRTS	ER&R	508.24
	CENTRAL WELDING SUPP	PADLOCKS, EAR PLUGS AND GLOVES	ER&R	646.19
133320	CNR INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,364.53
133321	CODE PUBLISHING	ANNUAL WEB FEES	CITY CLERK	480.00
133322	CONSOLIDATED TECH	IGN MONTHLY CHARGE	OFFICE OPERATIONS	350.00
133323	COOP SUPPLY	PEAT MOSS	PARK & RECREATION FAC	62.27
	COOP SUPPLY	GLOVES AND MACHETE	STORM DRAINAGE	65.53
133324	CORE & MAIN LP	30X4 SPOOL	WASTE WATER TREATMENT F	1,967.40
	CORE & MAIN LP	NEPTUNE METERS AND PRO-CODERS	WATER SERVICE INSTALL	14,452.64
133325	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	4,450.82
133326	COSTELLO, HEATHER	REFUND SOCCER FEES	PARKS-RECREATION	87.00
133327	CRIMINAL JUSTICE	RECERT-PITTS	POLICE TRAINING-FIREARMS	250.00
133328	CTS LANGUAGE LINK	INTERPRETER SERVICES	COURTS	20.38
133329	DCI PAINTING & CONST	PAINTING-ROSE HOUSE	GMA - STREET	6,912.13
133330	DELL	WORKSTATIONS	IS REPLACEMENT ACCOUNTS	1,055.21
	DELL		EXECUTIVE ADMIN	1,181.56
133331	DICKS TOWING	TOWING EXPENSE-MP19-24257	POLICE PATROL	71.74
	DICKS TOWING	TOWING EXPENSE-MP19-26479	POLICE PATROL	71.74
	DICKS TOWING	TOWING EXPENSE-MP19-27251	POLICE PATROL	71.74
	DICKS TOWING	TOWING EXPENSE-MP19-27831	POLICE PATROL	71.74
	DICKS TOWING	TOWING EXPENSE-MP19-29540	POLICE PATROL	71.74
	DICKS TOWING	TOWING EXPENSE-MP19-29646	POLICE PATROL	71.74
	DICKS TOWING	TOWING EXPENSE-MP19-67683	POLICE PATROL	71.74
	DICKS TOWING	TOWING EXPENSE-MP19-23618	POLICE PATROL	71.75
	DICKS TOWING	TOWING EXPENSE-MP19-25257	POLICE PATROL	71.75
	DICKS TOWING	TOWING EXPENSE-MP19-25911	POLICE PATROL	71.75
	DICKS TOWING	TOWING EXPENSE-MP19-26395	POLICE PATROL	71.75
	DICKS TOWING	TOWING EXPENSE-MP19-65755	POLICE PATROL	71.75
133332	DISCOUNTCELL INC	PHONE CASES	INFORMATION SERVICES	-53.30
	DISCOUNTCELL INC		IS REPLACEMENT ACCOUNTS	626.44
133333	E&E LUMBER	CONCRETE	PARK & RECREATION FAC	3.45
	E&E LUMBER	SPRAYER	MAINT OF GENL PLANT	14.53
133334	ECO 3	TRAINING-WILTSE	STORM DRAINAGE	450.00
133335	EGER, CHRISTOPHER	CONCERT SERIES 7/19/19	RECREATION SERVICES	900.00
133336	EMERALD HILLS	COFFEE	COMMUNITY CENTER	64.25
133337	ENVIRONMENTAL PRODUC	EXTENSIONS	WATER/SEWER OPERATION	-15.77
	ENVIRONMENTAL PRODUC		SEWER MAIN COLLECTION	185.36
133338	EVERETT STAMP WORKS	STAMP	FINANCE-GENL	30.49
133339	EVERETT TIRE & AUTO	ALIGNMENT	EQUIPMENT RENTAL	129.12
	EVERETT TIRE & AUTO	TIRES	ER&R	895.38
133340	EVERETT, CITY OF	LAB ANALYSIS	WATER QUAL TREATMENT	448.20
133341	FAMILY PET MEDICAL	K-9 COPPER MEDS	K9 PROGRAM	98.19
133342	FEDERICKSON, DOUG &	UB REFUND	WATER/SEWER OPERATION	30.41
133343	FIRSTLINE BUSINESS	IRECORD SOFTWARE	POLICE INVESTIGATION	1,038.35
133344	FOLDESI, NOCOLE N	INSTRUCTOR SERVICES	RECREATION SERVICES	24.00
	FOLDESI, NOCOLE N		RECREATION SERVICES	42.00
133345	FRONTIER COMMUNICATI	PHONE CHARGES	CITY CLERK	9.08
	FRONTIER COMMUNICATI		CRIME PREVENTION	9.08
	FRONTIER COMMUNICATI		COMMUNITY CENTER	9.08
	FRONTIER COMMUNICATI		SOLID WASTE CUSTOMER EX	9.08
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	9.08
	FRONTIER COMMUNICATI		PURCHASING/CENTRAL STOF	9.08
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	18.16
	FRONTIER COMMUNICATI		COMMUNITY SERVICES UNIT	27.24
	FRONTIER COMMUNICATI		PROPERTY TASK FORCE	27.24
	FRONTIER COMMUNICATI		LEGAL-GENL	27.24
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERH	27.24
	FRONTIER COMMUNICATI		WATER QUAL TREATMENT	27.24
	FRONTIER COMMUNICATI		PERSONNEL ADMINISTRATIOI	36.32
	FRONTIER COMMUNICATI		STORM DRAINAGE	36.32
	FRONTIER COMMUNICATI		YOUTH SERVICES	45.41

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 6/13/2019 TO 6/19/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
133345	FRONTIER COMMUNICATI	PHONE CHARGES	RECREATION SERVICES	45.41
	FRONTIER COMMUNICATI		EQUIPMENT RENTAL	45.41
	FRONTIER COMMUNICATI		FINANCE-GENL	54.49
	FRONTIER COMMUNICATI		LEGAL - PROSECUTION	54.49
	FRONTIER COMMUNICATI		UTILITY BILLING	63.57
	FRONTIER COMMUNICATI		COMPUTER SERVICES	63.58
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	72.65
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	72.65
	FRONTIER COMMUNICATI		POLICE ADMINISTRATION	81.73
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT	81.73
	FRONTIER COMMUNICATI		EXECUTIVE ADMIN	90.81
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	90.81
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	118.06
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	127.14
	FRONTIER COMMUNICATI		ENGR-GENL	136.22
	FRONTIER COMMUNICATI		UTIL ADMIN	163.46
	FRONTIER COMMUNICATI		COMMUNITY	190.71
	FRONTIER COMMUNICATI		POLICE PATROL	426.82
133346	GEDDES, BRENDA	TOUCH-A-TRUCK EXPENSE REIMBURSEMENT	WATER/SEWER OPERATION	-135.40
	GEDDES, BRENDA		UTIL ADMIN	2,077.92
133347	GENUINE AUTO GLASS	REPLACE WINDSHIELD-#V033	EQUIPMENT RENTAL	344.30
133348	GILLINGS, FRED	REIMBURSE DMCJA EXPENSE	MUNICIPAL COURTS	522.74
133349	GORDON TRUCK CENTER	AC COMPRESSOR, ALTERNATOR & RECEIVER	EQUIPMENT RENTAL	441.59
133350	GRAINGER	CAR WASH SOAP	ER&R	35.32
	GRAINGER	HOSE CLAMPS	PARK & RECREATION FAC	247.28
	GRAINGER	TAPE MEASURES, BATTERIES AND CANISTERS	ER&R	394.40
133351	GRANITE CONST	SALES TAX ERROR	ROADWAY MAINTENANCE	-240.79
	GRANITE CONST	SHOVELS, PAINT AND WOOD	ENGR-GENL	196.41
	GRANITE CONST	ASPHALT	ROADWAY MAINTENANCE	240.79
	GRANITE CONST		ROADWAY MAINTENANCE	364.15
133352	GRASS MASTER	METER REFUND	WATER/SEWER OPERATION	50.00
133353	GRAY AND OSBORNE	PROFESSIONAL SERVICES	GMA - STREET	1,647.84
	GRAY AND OSBORNE		SURFACE WATER CAPITAL	12,993.69
133354	GRAY, TAMMY	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
133355	GREENHAUS PORTABLE	PORTABLE SERVICE	RECREATION SERVICES	1,415.63
133356	HARRIS, SHANTEL	RENTAL DEPOSIT REFUND	GENERAL FUND	250.00
133357	HD FOWLER COMPANY	ADAPTERS	SEWER MAIN COLLECTION	14.29
	HD FOWLER COMPANY	COUPLINGS AND ELBOWS	SEWER MAIN COLLECTION	16.98
	HD FOWLER COMPANY	COUPLINGS, BUSHINGS AND PIPE	SEWER MAIN COLLECTION	49.40
133358	HDR ENGINEERING	PROFESSIONAL SERVICES	GMA - STREET	3,790.07
	HDR ENGINEERING		GMA - STREET	55,564.70
133359	HENNIG, JEANINE TULL	INSTRUCTOR SERVICES	RECREATION SERVICES	72.00
	HENNIG, JEANINE TULL		RECREATION SERVICES	72.60
	HENNIG, JEANINE TULL		RECREATION SERVICES	151.80
	HENNIG, JEANINE TULL		RECREATION SERVICES	204.60
133360	HOME DEPOT USA	DEGREASER	ER&R	723.51
133361	HUMAN SERVICES	EMBEDDED SOCIAL WORKER PROGRAM	EMBEDDED SOCIAL WORKER	15,058.50
133362	J. THAYER COMPANY	OFFICE SUPPLIES	WATER DIST MAINS	19.91
	J. THAYER COMPANY		ER&R	187.14
	J. THAYER COMPANY		WATER DIST MAINS	245.67
133363	JOHNSON, KRISTA	REFUND CLASS FEES	PARKS-RECREATION	40.00
133364	KAISER PERMANENTE	PRE-EMPLOYMENT SCREENING	POLICE ADMINISTRATION	333.00
133365	KCDA PURCHASING	OFFICE SUPPLIES	COMMUNITY CENTER	70.98
133366	KELLER WILLIAMS	RENTAL DEPOSIT REFUND	GENERAL FUND	250.00
133367	KIM, JAMIE S.	PUBLIC DEFENDER	PUBLIC DEFENSE	300.00
133368	KING, SHERRY JO	PRO-TEM SERVICES	MUNICIPAL COURTS	1,110.00
133369	KKXA 1520	ADVERTISING OPERA HOUSE	OPERA HOUSE	300.00
133370	KPFF CONSULTING	PROFESSIONAL SERVICES	GMA - STREET	2,562.73
133371	KRISTOFFERSEN, MONIK	INSTRUCTOR SERVICES	COMMUNITY CENTER	27.00
133372	LASTING IMPRESSIONS	SHIRTS, JACKETS AND HATS	PARK & RECREATION FAC	2,356.67
133373	LES SCHWAB TIRE CTR	TIRE	ER&R	745.83

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 6/13/2019 TO 6/19/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
133374	MARYSVILLE AWARDS	SOFTBALL PLAQUES	RECREATION SERVICES	149.72
133375	MARYSVILLE PRINTING	BUSINESS CARDS	POLICE INVESTIGATION	50.00
	MARYSVILLE PRINTING		POLICE PATROL	709.67
133376	MARYSVILLE SCHOOL	WATER METER REFUND	WATER/SEWER OPERATION	17.50
133377	MARYSVILLE, CITY OF	UTILITY SERVICE-6302 152ND ST NE	PARK & RECREATION FAC	68.36
	MARYSVILLE, CITY OF	UTILTIY SERVICE-15524 SMOKEY PT BLVD	PUBLIC SAFETY BLDG	194.89
	MARYSVILLE, CITY OF	UTILITY SERVICE-6302 152ND ST NE IRR	PARK & RECREATION FAC	1,659.22
133378	MCAVOY LAW, PLLC	PUBLIC DEFENDER	PUBLIC DEFENSE	300.00
133379	MENNIE, CONNIE	MILEAGE AND MEETING REIMBURSEMENT	EXECUTIVE ADMIN	90.82
133380	MESSERLY, JOSEPH & C	UB REFUND	WATER/SEWER OPERATION	55.56
133381	MICHELS CORPORATION	WATER METER REFUND	WATER/SEWER OPERATION	107.70
133382	MITIGATION BANKING	1ST STREET BYPASS PROJECT	GMA - STREET	224,700.00
133383	MOBILEGUARD, INC.	TEXT MESSAGE ARCHIVING	ENGR-GENL	7.65
	MOBILEGUARD, INC.		COMMUNITY SERVICES UNIT	7.65
	MOBILEGUARD, INC.		RECREATION SERVICES	7.65
	MOBILEGUARD, INC.		PARK & RECREATION FAC	7.65
	MOBILEGUARD, INC.		PERSONNEL ADMINISTRATION	7.65
	MOBILEGUARD, INC.		SEWER MAIN COLLECTION	7.65
	MOBILEGUARD, INC.		PROPERTY TASK FORCE	15.30
	MOBILEGUARD, INC.		SOLID WASTE CUSTOMER	15.30
	MOBILEGUARD, INC.		FACILITY MAINTENANCE	15.30
	MOBILEGUARD, INC.		OFFICE OPERATIONS	22.95
	MOBILEGUARD, INC.		COMMUNITY SERVICES UNIT	22.95
	MOBILEGUARD, INC.		GENERAL	22.95
	MOBILEGUARD, INC.		WATER QUAL TREATMENT	22.95
	MOBILEGUARD, INC.		LEGAL - PROSECUTION	38.25
	MOBILEGUARD, INC.		YOUTH SERVICES	38.25
	MOBILEGUARD, INC.		STORM DRAINAGE	38.25
	MOBILEGUARD, INC.		EXECUTIVE ADMIN	45.90
	MOBILEGUARD, INC.		POLICE INVESTIGATION	53.55
	MOBILEGUARD, INC.		DETENTION & CORRECTION	53.55
	MOBILEGUARD, INC.		COMPUTER SERVICES	64.80
	MOBILEGUARD, INC.		WASTE WATER TREATMENT	68.85
	MOBILEGUARD, INC.		POLICE ADMINISTRATION	114.75
	MOBILEGUARD, INC.		UTIL ADMIN	137.70
	MOBILEGUARD, INC.		POLICE PATROL	359.55
133384	MOTOR TRUCKS	COOLANT CREDIT	ER&R	-237.66
	MOTOR TRUCKS	COOLANT	ER&R	475.32
	MOTOR TRUCKS	REPAIR #J024	EQUIPMENT RENTAL	1,805.34
	MOTOR TRUCKS	REPAIR #H012	EQUIPMENT RENTAL	4,560.71
133385	MOUNTAIN MIST	COOLER RENTAL	COMMUNITY CENTER	1.09
	MOUNTAIN MIST	BOTTLED WATER	COMMUNITY CENTER	18.58
133386	NELSON TRUCK EQUIP	WIRING KIT	EQUIPMENT RENTAL	332.76
	NELSON TRUCK EQUIP	PLOW LIGHT KIT	EQUIPMENT RENTAL	504.56
133387	NEXTWAREHOUSE	ETHERNET SWITCH	SEWER LIFT STATION	403.32
133388	NW SEWER & DRAIN	RESTROOM REPAIR	PARK & RECREATION FAC	491.85
133389	NYLAND, JAMES & BARB	UB REFUND	WATER/SEWER OPERATION	9.17
133390	OFFICE DEPOT	OFFICE SUPPLIES	EXECUTIVE ADMIN	8.28
	OFFICE DEPOT		COMPUTER SERVICES	10.04
	OFFICE DEPOT		COMPUTER SERVICES	67.42
	OFFICE DEPOT		EXECUTIVE ADMIN	69.91
	OFFICE DEPOT		OFFICE OPERATIONS	157.28
	OFFICE DEPOT		POLICE PATROL	179.33
133391	OTAK	PROFESSIONAL SERVICES	GMA - STREET	8,784.75
133392	PACIFIC POWER BATTER	BATTERIES	POLICE INVESTIGATION	13.33
	PACIFIC POWER BATTER		WASTE WATER TREATMENT	429.21
133393	PACIFIC TOPSOILS	TOPSOIL	PARK & RECREATION FAC	45.02
	PACIFIC TOPSOILS	YARD WASTE-CLEAN SWEEP	PROTECTIVE INSPECTIONS	420.00
133394	PARTS STORE, THE	AIR HOSE	PARK & RECREATION FAC	1.25
	PARTS STORE, THE	CAR WASH SOAP	PARK & RECREATION FAC	4.36
	PARTS STORE, THE	BELT	EQUIPMENT RENTAL	37.19

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 6/13/2019 TO 6/19/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
133394	PARTS STORE, THE	BELT TENSIONER	EQUIPMENT RENTAL	113.22
	PARTS STORE, THE	MISC FILTERS	ER&R	181.82
133395	PAYFIRST PROPERTIES	UB REFUND	WATER/SEWER OPERATION	34.00
133396	PENINSULA ENVIRO	LAGOON TREATMENT	WASTE WATER TREATMENT	2,100.00
133397	PETEK, MICHAEL	REIMBURSE MEAL	UTIL ADMIN	11.25
133398	PETROCARD SYSTEMS	FUEL CONSUMED	PURCHASING/CENTRAL	34.06
	PETROCARD SYSTEMS		STORM DRAINAGE	76.81
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	85.52
	PETROCARD SYSTEMS		ENGR-GENL	114.47
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	173.33
	PETROCARD SYSTEMS		ENGR-GENL	449.30
	PETROCARD SYSTEMS		PARK & RECREATION FAC	1,569.49
	PETROCARD SYSTEMS		GENERAL	3,299.90
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	4,722.79
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	5,610.51
	PETROCARD SYSTEMS		POLICE PATROL	9,058.10
133399	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	54.75
	PGC INTERBAY LLC		MAINTENANCE	416.07
	PGC INTERBAY LLC		PRO-SHOP	657.72
	PGC INTERBAY LLC		PRO-SHOP	892.17
	PGC INTERBAY LLC		PRO-SHOP	937.86
	PGC INTERBAY LLC		MAINTENANCE	1,303.32
	PGC INTERBAY LLC		MAINTENANCE	1,948.15
	PGC INTERBAY LLC		MAINTENANCE	2,035.59
	PGC INTERBAY LLC		GOLF COURSE	2,198.00
	PGC INTERBAY LLC		GOLF COURSE	6,202.19
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	8,688.62
	PGC INTERBAY LLC		MAINTENANCE	13,346.93
133400	PLATT ELECTRIC	BULK WIRE	WASTE WATER TREATMENT	92.20
	PLATT ELECTRIC		SOURCE OF SUPPLY	92.21
133401	POTTERF, CLARENCE &	UB REFUND	WATER/SEWER OPERATION	150.00
133402	POTTERY NOOK, THE	INSTRUCTOR SERVICES	RECREATION SERVICES	24.00
133403	PR DIAMOND PRODUCTS	RESCUE BLADES	WATER/SEWER OPERATION	-68.35
	PR DIAMOND PRODUCTS		WATER DIST MAINS	803.35
133404	PREMIER FIELD DEVEL	HYDRANT METER REFUND	WATER-UTILITIES/ENVIRONMN	-593.80
	PREMIER FIELD DEVEL		WATER/SEWER OPERATION	1,150.00
133405	R&R PRODUCTS INC	ROTARY BLADES	SMALL ENGINE SHOP	417.89
133406	RENTAL PROPERTY NW	UB REFUND-TNT BROCKMAN	WATER/SEWER OPERATION	98.02
133407	ROSE, DIANA	MILEAGE REIMBURSEMENT	EXECUTIVE ADMIN	118.32
133408	ROY ROBINSON	SALES TAX ERROR	ER&R	-563.27
	ROY ROBINSON	RELAY CREDIT	EQUIPMENT RENTAL	-14.79
	ROY ROBINSON	RELAY	EQUIPMENT RENTAL	10.65
	ROY ROBINSON		EQUIPMENT RENTAL	14.79
	ROY ROBINSON	STARTER	EQUIPMENT RENTAL	189.77
	ROY ROBINSON	BRAKE ROTORS	ER&R	563.27
	ROY ROBINSON		ER&R	564.82
	ROY ROBINSON	BRAKE ROTORS AND BRAKE PADS	ER&R	745.32
133409	RUSDEN, JOHN	PRO-TEM SERVICES	MUNICIPAL COURTS	1,110.00
133410	SAFEWAY INC.	INMATE & MEETING SUPPLIES	POLICE ADMINISTRATION	69.17
	SAFEWAY INC.		DETENTION & CORRECTION	74.80
133411	SATUSHEK, SHERLEEN	EASEMENT-5528 61ST ST NE	GMA-PARKS	1,569.00
133412	SCORE	INMATE HOUSING	DETENTION & CORRECTION	19,220.00
133413	SEE, RODGER	FILL STATION REFUND	WATER/SEWER OPERATION	600.00
133414	SETTIMO, MICHELLE	REFUND CLASS FEES	PARKS-RECREATION	40.00
133415	SHRED-IT US	MONTHLY SHREDDING SERVICE	POLICE PATROL	59.28
133416	SNO CO TREASURER	REAL ESTATE EXCISE TAX	GMA-PARKS	115.36
133417	SNO CO TREASURER		SURFACE WATER CAPITAL	645.80
133418	SOUND PUBLISHING	TBD ANNUAL REPORT	GENL GVRNMNT SERVICES	94.01
133419	SOUND SAFETY	JACKET	POLICE INVESTIGATION	363.49
133420	SPRINGBROOK NURSERY	CREDIT FOR INV 577835	PARK & RECREATION FAC	-212.37
	SPRINGBROOK NURSERY	BARK	PARK & RECREATION FAC	34.49

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 6/13/2019 TO 6/19/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
133420	SPRINGBROOK NURSERY	TOPSOIL	ROADSIDE VEGETATION	35.57
	SPRINGBROOK NURSERY	BARK	PARK & RECREATION FAC	85.70
	SPRINGBROOK NURSERY	TOPSOIL	PARK & RECREATION FAC	213.44
133421	STANTEC CONSULTING	CEDAR FIELD LIGHTING CONSULT	PARK & RECREATION FAC	1,516.25
133422	STRATEGIES 360	PROFESSIONAL SERVICES	GENERAL	3,750.00
	STRATEGIES 360		WASTE WATER TREATMENT	3,750.00
133423	SUN BADGE CO	BADGE	UTIL ADMIN	5,000.00
	SUN BADGE CO	BADGE REPAIR	GENERAL FUND	-10.12
	SUN BADGE CO	BADGE	POLICE PATROL	51.00
133424	TESSCO INC	MOUNTS	OFFICE OPERATIONS	118.87
	TESSCO INC	ANTENNAS	ER&R	202.20
133425	TOCCO, LEAH	REIMBURSE MEETING EXPENSE	ER&R	359.35
133426	TOWERS, LORRIE	REIMBURSE CONFERENCE EXPENSE	EXECUTIVE ADMIN	316.82
133427	TRANSPORTATION, DEPT	PROJECT COSTS	MUNICIPAL COURTS	629.80
133428	TUCKER SR, THOMAS	UB REFUND	ARTERIAL STREET-GENL	449.24
133429	TYLER TECHNOLOGIES	DASHBOARD ANNUAL MAINTENANCE	WATER/SEWER OPERATION	707.00
133430	UNITED PARCEL SERVIC	SHIPPING EXPENSE	COMPUTER SERVICES	1,935.89
133431	UTILITIES UNDERGROUN	EXCAVATION NOTICES	POLICE PATROL	34.31
133432	VERIZON	WIRELESS CHARGES	UTILITY LOCATING	1,253.56
	VERIZON		CRIME PREVENTION	22.30
	VERIZON		PURCHASING/CENTRAL	22.30
	VERIZON		SEWER MAIN COLLECTION	40.01
	VERIZON		UTILITY BILLING	44.60
	VERIZON		PERSONNEL ADMINISTRATION	51.11
	VERIZON		SEWER LIFT STATION	80.02
	VERIZON		EQUIPMENT RENTAL	100.06
	VERIZON		PROPERTY TASK FORCE	110.92
	VERIZON		FACILITY MAINTENANCE	110.92
	VERIZON		FINANCE-GENL	120.92
	VERIZON		LEGAL-GENL	120.92
	VERIZON		OFFICE OPERATIONS	166.38
	VERIZON		RECREATION SERVICES	166.96
	VERIZON		PARK & RECREATION FAC	177.82
	VERIZON		MUNICIPAL COURTS	246.40
	VERIZON		COMMUNITY SERVICES UNIT	261.85
	VERIZON		YOUTH SERVICES	277.30
	VERIZON		SOLID WASTE CUSTOMER	296.17
	VERIZON		WATER QUAL TREATMENT	308.71
	VERIZON		WATER SUPPLY MAINS	320.12
	VERIZON		LEGAL - PROSECUTION	330.99
	VERIZON		DETENTION & CORRECTION	332.76
	VERIZON		EXECUTIVE ADMIN	352.76
	VERIZON		GENERAL	456.28
	VERIZON		WASTE WATER TREATMENT	485.09
	VERIZON		COMPUTER SERVICES	535.81
	VERIZON		COMMUNITY	536.23
	VERIZON		STORM DRAINAGE	669.45
	VERIZON		POLICE INVESTIGATION	719.36
	VERIZON		POLICE ADMINISTRATION	848.75
	VERIZON		ENGR-GENL	892.45
	VERIZON		UTIL ADMIN	2,035.78
	VERIZON		POLICE PATROL	5,028.87
133433	VINYL SIGNS & BANNER	BANNER	COMMUNITY CENTER	30.06
	VINYL SIGNS & BANNER	SIGNS	COMMUNITY EVENTS	655.80
133434	VIOLA, STEFANIE	REFUND CLASS FEES	PARKS-RECREATION	40.00
133435	VOGAN, BRIAN	ENTERTAINMENT 6/26/19	RECREATION SERVICES	650.00
133436	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	POLICE INVESTIGATION	326.60
	WEST PAYMENT CENTER		LEGAL - PROSECUTION	443.49
	WEST PAYMENT CENTER		LEGAL-GENL	443.50
133437	WESTERN TRUCK	HARDWARE	ER&R	233.07
133438	WETLAND RESOURCES	CRITICAL AREA STUDY	GMA-PARKS	2,310.00



DATE: 6/19/2019  
TIME: 2:15:59PM

**CITY OF MARYSVILLE  
INVOICE LIST**

PAGE: 7 25

**FOR INVOICES FROM 6/13/2019 TO 6/19/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
133439	WFOA	2019 CONFERENCE-LANGDON	FINANCE-GENL	350.00
133440	WHITE CAP CONSTRUCT	CEMENT QUICK REPAIR	SIDEWALKS MAINTENANCE	55.50
	WHITE CAP CONSTRUCT	DOMES	SIDEWALKS MAINTENANCE	690.73
133441	WIDE FORMAT COMPANY	MONTHLY BASE CHARGE KIP PRINTER	UTIL ADMIN	118.04
<b>WARRANT TOTAL:</b>				<b><u>727,779.60</u></b>

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

# *Index #4*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: July 8, 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 June 26, 2019 claims in the amount of \$603,125.43 paid by EFT transactions and Check No.'s 133442 through 133592 with Check No.'s 126417, 126805, 128012, 129062 & 132758 voided.**

**COUNCIL ACTION:**

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-6**

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$603,125.43 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 133442 THROUGH 133592 WITH CHECK NO.'S 126417, 126805, 128012, 129062 & 132758 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 **8<sup>th</sup> DAY OF JULY 2019.**

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

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

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

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

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

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

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

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 6/20/2019 TO 6/26/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
133442	LICENSING, DEPT OF	CPL BATCH 6/20/19	GENERAL FUND	222.00
133443	REVENUE, DEPT OF	TAXES-MAY 2019	CITY CLERK	0.01
	REVENUE, DEPT OF		INFORMATION SERVICES	4.76
	REVENUE, DEPT OF		COMMUNITY	21.49
	REVENUE, DEPT OF		POLICE ADMINISTRATION	31.48
	REVENUE, DEPT OF		RECREATION SERVICES	78.19
	REVENUE, DEPT OF		WATER/SEWER OPERATION	196.55
	REVENUE, DEPT OF		GENERAL FUND	561.18
	REVENUE, DEPT OF		GOLF ADMINISTRATION	724.15
	REVENUE, DEPT OF		STORM DRAINAGE	5,301.66
	REVENUE, DEPT OF		GOLF COURSE	14,271.31
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	21,971.14
	REVENUE, DEPT OF		UTIL ADMIN	84,349.39
133444	3726 179TH LLC	UB REFUND	WATER/SEWER OPERATION	167.16
133445	3R TECHNOLOGY LLC	RECYCLING-CLEAN SWEEP	PROTECTIVE INSPECTIONS	2,085.00
133446	AERATOR SOLUTIONS	FIBERGLASS AERATOR FLOATS	WASTE WATER TREATMENT	13,667.97
133447	AKANA	PROFESSIONAL SERVICES	SEWER CAPITAL PROJECTS	7,600.26
133448	APA WASHINGTON	EMPLOYMENT AD	COMMUNITY	100.00
133449	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	67.10
	ARAMARK UNIFORM		OPERA HOUSE	67.10
	ARAMARK UNIFORM	UNIFORM SERVICE	EQUIPMENT RENTAL	70.88
133450	BANK OF AMERICA	L & I INSPECTION VIOLATION	PUBLIC SAFETY BLDG	292.54
133451	BANK OF AMERICA	REGISTRATION/TRAVEL EXPENSE	UTIL ADMIN	-400.00
	BANK OF AMERICA		EXECUTIVE ADMIN	-325.00
	BANK OF AMERICA		CITY COUNCIL	469.00
	BANK OF AMERICA		CITY COUNCIL	710.00
133452	BANK OF AMERICA	TRAINING/TRAVEL EXPENSES	POLICE PATROL	70.00
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	825.00
133453	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	3,697.46
133454	BLUE MARBLE ENV	RECYCLING PROGRAM-MAY 2019	SOLID WASTE OPERATIONS	10,363.10
133455	BULINGAME, GARY	INSTRUCTOR SERVICES	RECREATION SERVICES	120.23
	BULINGAME, GARY		RECREATION SERVICES	120.23
	BULINGAME, GARY		RECREATION SERVICES	131.16
	BULINGAME, GARY		RECREATION SERVICES	131.16
133456	C M HEATING	REFUND ELEC PERMIT FEES	COMMUNITY DEVELOPMENT	50.00
	C M HEATING	REFUND MECH PERMIT FEES	NON-BUS LICENSES AND	70.00
133457	CADMAN MATERIALS INC	ASPHALT	SIDEWALKS MAINTENANCE	193.19
	CADMAN MATERIALS INC		SEWER MAIN COLLECTION	451.90
133458	CASCADE COLUMBIA	ALUMINUM CHLORIDE	WASTE WATER TREATMENT	12,439.61
	CASCADE COLUMBIA		WASTE WATER TREATMENT	13,374.17
133459	CATALDO CAMPITAL	REFUND BUSINESS LICENSE FEES	GENL FUND BUS LIC &	65.00
133460	CENTRAL WELDING SUPP	CO2 TANK REFILLS	WATER/SEWER OPERATION	71.89
	CENTRAL WELDING SUPP	VESTS	ER&R	103.84
	CENTRAL WELDING SUPP	WYPALL WIPES AND GLOVES	ER&R	985.25
133461	CHAMPION BOLT	SOCKETS AND WRENCHES	WATER DIST MAINS	199.85
133462	CLEAN CUT TREE & STU	REMOVE TREE AND GRIND STUMP	FORESTRY MAINTENANCE	1,311.60
133463	COAST GUARD AUXILIAR	INSTRUCTOR SERVICES	RECREATION SERVICES	210.00
133464	COASTAL FARM & HOME	JEANS-SPRAGUE	UTIL ADMIN	69.91
	COASTAL FARM & HOME	JEANS-PRIMM	UTIL ADMIN	125.66
	COASTAL FARM & HOME	MISC TOOLS-#J055	SEWER MAIN COLLECTION	335.56
	COASTAL FARM & HOME		STORM DRAINAGE	335.57
133465	COMCAST	CABLE SERVICE-KBCC	COMMUNITY CENTER	60.97
133466	COMMERCIAL ALARM	SERVICE CALL-SUNNYSIDE	SUNNYSIDE FILTRATION	158.49
133467	COOP SUPPLY	MESH WIRE	WASTE WATER TREATMENT	24.04
	COOP SUPPLY	K-9 SUPPLIES	K9 PROGRAM	52.43
	COOP SUPPLY	CLEANER AND MEASURING CUPS	WATER DIST MAINS	74.05
	COOP SUPPLY	CHALK	RECREATION SERVICES	303.77
133468	CORE & MAIN LP	LIDS	WATER SERVICE INSTALL	639.42
	CORE & MAIN LP	METER BOXES AND LIDS	WATER SERVICE INSTALL	1,069.22
133469	COUGAR TREE SERVICE	TREE REMOVAL AND GRIND STUMP	ROADSIDE VEGETATION	1,967.40

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 6/20/2019 TO 6/26/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
133470	D R HORTON	UB REFUND	WATER/SEWER OPERATION	50.00
133471	D R HORTON	UB REFUND	WATER/SEWER OPERATION	118.63
133472	DAILY JOURNAL OF COM	LEGAL ADS	GMA - STREET	210.00
	DAILY JOURNAL OF COM		ARTERIAL STREET-GENL	436.80
133473	DICKS TOWING	TOWING EXPENSE-MP19-17638	POLICE PATROL	71.74
	DICKS TOWING	TOWING EXPENSE-MP19-30485	POLICE PATROL	71.74
	DICKS TOWING	TOWING EXPENSE-MP19-30633	POLICE PATROL	71.74
	DICKS TOWING	TOWING EXPENSE-MP19-30877	POLICE PATROL	71.74
	DICKS TOWING	TOWING EXPENSE-MP19-30892	POLICE PATROL	71.74
	DICKS TOWING	TOWING EXPENSE-MP19-31251	POLICE PATROL	71.74
	DICKS TOWING	TOWING EXPENSE-MP19-31345	POLICE PATROL	71.74
	DICKS TOWING	TOWING EXPENSE-MP19-31455	POLICE PATROL	71.74
	DICKS TOWING	TOWING EXPENSE-MP19-27264	POLICE PATROL	71.75
133474	DMH INDUSTRIAL	AERATOR MOTOR AND CORD-#232	WASTE WATER TREATMENT	1,507.55
	DMH INDUSTRIAL	AERATOR MOTOR AND CORD-#238	WASTE WATER TREATMENT	1,507.55
133475	E&E LUMBER	STRAP	SEWER LIFT STATION	7.01
	E&E LUMBER	HARDWARE FOR MOUNTING BOXES	SEWER LIFT STATION	10.32
	E&E LUMBER	MISC FASTENERS	SEWER LIFT STATION	26.65
	E&E LUMBER	LED BULBS	PUBLIC SAFETY BLDG	34.52
	E&E LUMBER	HINGES	MAINT OF GENL PLANT	40.90
	E&E LUMBER	PIPE SAW	PARK & RECREATION FAC	41.14
	E&E LUMBER	LUMBER AND STAKES	PARK & RECREATION FAC	49.11
	E&E LUMBER	PAINT	PARK & RECREATION FAC	69.93
	E&E LUMBER	EXT CORDS AND MASONRY SET	SIDEWALKS MAINTENANCE	96.50
	E&E LUMBER	PAINTER PLUS	ROADWAY MAINTENANCE	120.22
	E&E LUMBER	OSB-4810 122ND PL NE	PUBLIC SAFETY BLDG	124.86
	E&E LUMBER	OSB, CHALK REEL AND HARDWARE-ROSE	GMA - STREET	168.56
	E&E LUMBER	PAINT	ROADWAY MAINTENANCE	232.87
133476	EMME, KYLA	REIMBURSE MILEAGE	EXECUTIVE ADMIN	36.82
133477	ENDRESS+HAUSER, INC.	EFFLUENT FLOWMETER	WASTE WATER TREATMENT	12,020.20
133478	ENVIRONMENTAL PRODUC	JETTER HOSE	WATER/SEWER OPERATION	-200.45
	ENVIRONMENTAL PRODUC		SEWER MAIN COLLECTION	2,355.79
133479	EVERETT STAMP WORKS	STAMP	OFFICE OPERATIONS	33.77
133480	EVERETT, CITY OF	LAB ANALYSIS	WASTE WATER TREATMENT	1,193.60
133481	FAMILY PET MEDICAL	ANIMAL CARE-K9 COPPER	K9 PROGRAM	32.17
	FAMILY PET MEDICAL	K-9 COPPER CARE	K9 PROGRAM	393.44
133482	FASTENAL COMPANY	WIRE INSERTS AND PIG TIPS	ROADWAY MAINTENANCE	111.51
133483	FERRELLGAS	PROPANE CHARGES	ROADWAY MAINTENANCE	60.60
	FERRELLGAS		TRAFFIC CONTROL DEVICES	60.60
133484	FOREMOST PROMOTIONS	STICKERS	GENERAL FUND	-54.34
	FOREMOST PROMOTIONS		YOUTH SERVICES	638.63
133485	FRANCOTYP-POSTALIA	POSTAGE MACHINE SUPPLIES	GENERAL FUND	-24.41
	FRANCOTYP-POSTALIA		OFFICE OPERATIONS	289.68
133486	FRONTIER COMMUNICATI	ACCT #36065894930725005	POLICE INVESTIGATION	33.34
	FRONTIER COMMUNICATI		RECREATION SERVICES	33.34
	FRONTIER COMMUNICATI	ACCT #36065150331108105	EXECUTIVE ADMIN	35.24
	FRONTIER COMMUNICATI	ACCT #36065774950927115	STREET LIGHTING	53.25
	FRONTIER COMMUNICATI	ACCT #36065836350725085	UTIL ADMIN	59.07
	FRONTIER COMMUNICATI		COMMUNITY	59.07
	FRONTIER COMMUNICATI	ACCT #36065885751214185	STORM DRAINAGE	66.47
	FRONTIER COMMUNICATI	ACCT #42533578930731175	SUNNYSIDE FILTRATION	224.40
133487	FRONTIER COMMUNICATI	AERIAL TO UNDERGROUND-CIVIC CAMPUS	CAPITAL EXPENDITURES	840.41
133488	FROST, DAVID	UB REFUND	WATER/SEWER OPERATION	305.61
133489	GARRINGER, JENNIFER	RENTAL DEPOSIT REFUND	GENERAL FUND	250.00
133490	GEBRIL, KALINAH	SOCCER PROGRAM REFUND	PARKS-RECREATION	96.00
	GEBRIL, KALINAH		PARKS-RECREATION	96.00
133491	GFOA	CAFR REVIEW & AWARD	FINANCE-GENL	610.00
133492	GFOA	GAAFR REVIEW NEWSLETTER	FINANCE-GENL	50.00
133493	GOLDSTREET DESIGN	2019 WATER QUALITY REPORT/PRINTING	WATER QUAL TREATMENT	1,025.79
133494	GOODALE, SCOTT & SAN	UB REFUND	WATER/SEWER OPERATION	61.40
133495	GOVCONNECTION INC	BARRACUDA RENEWAL	COMPUTER SERVICES	5,051.38

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 6/20/2019 TO 6/26/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
133496	GRAINGER	SOLENOID	WASTE WATER TREATMENT	134.07
	GRAINGER	BREATHER VENTS AND MAGNETS	WATER RESERVOIRS	171.01
	GRAINGER	ENCLOSURE AND PANEL	WASTE WATER TREATMENT	295.48
	GRAINGER	BREATHER VENTS	WATER RESERVOIRS	343.38
133497	GREENSHIELDS	DEEP IMPACT SOCKETS	WASTE WATER TREATMENT	113.49
133498	HACH COMPANY	CHLORINE AND PRE-ASSY KIT	SUNNYSIDE FILTRATION	981.08
133499	HAINES, ERIC	ENTERTAINMENT 7/10/19	RECREATION SERVICES	600.00
133500	HARBOR FREIGHT TOOLS	MEASURING TAPE AND SCREWDRIVERS	WATER DIST MAINS	22.27
133501	HD FOWLER COMPANY	HARDWARE	WASTE WATER TREATMENT	12.54
	HD FOWLER COMPANY	REPAIR CLAMPS	WASTE WATER TREATMENT	80.55
133502	HERC RENTALS INC	EXCAVATOR REPAIR	WASTE WATER TREATMENT	2,749.72
133503	HOEFEL, NICK	UB REFUND	WATER/SEWER OPERATION	23.35
133504	HOLZKNECHT, HOLLY		WATER/SEWER OPERATION	173.96
133505	HOME DEPOT USA	CONTRACTOR BAGS	ER&R	283.07
133506	HOUSE OF UPHOLSTERY	DRIVERS SEAT CUSHION REPAIR	EQUIPMENT RENTAL	289.65
133507	ICMA MEMBER SERVICES	ANNUAL DUES-HIRASHIMA	NON-DEPARTMENTAL	1,400.00
133508	INTERSTATE BATTERY	SALES TAX	ER&R	0.31
	INTERSTATE BATTERY		EQUIPMENT RENTAL	0.46
	INTERSTATE BATTERY		EQUIPMENT RENTAL	0.46
	INTERSTATE BATTERY	BATTERIES	ER&R	341.97
	INTERSTATE BATTERY	GOLF CART BATTERIES	EQUIPMENT RENTAL	499.52
	INTERSTATE BATTERY		EQUIPMENT RENTAL	499.52
133509	J & B TOOLS, LLC	DRILLING TEMPLATE AND BRASS PUNCH	EQUIPMENT RENTAL	269.95
133510	JUDD & BLACK	DRYER REPAIR-PSB	PUBLIC SAFETY BLDG	147.43
	JUDD & BLACK	WASHER REPAIR-PSB	PUBLIC SAFETY BLDG	245.93
133511	KIRBY, FRED	UB REFUND	WATER/SEWER OPERATION	160.72
133512	KOENIG, DAVID	REIMBURSE MILEAGE	COMMUNITY	50.00
	KOENIG, DAVID		COMMUNITY	69.02
133513	KPG, INC PS	PROFESSIONAL SERVICES	GMA - STREET	5,450.75
133514	LOOMIS	ARMORED TRUCK SERVICES	COMMUNITY	112.98
	LOOMIS		UTIL ADMIN	112.98
	LOOMIS		GOLF ADMINISTRATION	176.69
	LOOMIS		UTILITY BILLING	225.97
	LOOMIS		POLICE ADMINISTRATION	451.93
	LOOMIS		MUNICIPAL COURTS	451.93
133515	LYNWOOD, CITY OF	HOLSTERS	POLICE PATROL	4,420.00
133516	MACLEOD RECKORD PLLC	PROFESSIONAL SERVICES	GMA-PARKS	1,372.98
133517	MALCOM, MILSON	UB REFUND	WATER/SEWER OPERATION	19.24
133518	MANOR HARDWARE	BITS AND HOLDER	FACILITY MAINTENANCE	85.04
133519	MARIS, JERRY & CHARL	UB REFUND	WATER/SEWER OPERATION	5.20
133520	MARYSVILLE, CITY OF	LID 71-155	FINANCIAL & RECORDS	64.08
133521	MCGEHEE, TOMMY	UB REFUND	WATER/SEWER OPERATION	264.12
133522	MILES SAND & GRAVEL	CONCRETE	TRANSPORTATION	1,190.83
133523	MOTOR TRUCKS	FILTERS	ER&R	248.72
133524	MOUNTAIN MIST	5 GAL BOTTLES OF WATER	COMMUNITY CENTER	8.53
	MOUNTAIN MIST	WATER COOL RENTAL/BOTTLED WATER	SEWER MAIN COLLECTION	19.01
	MOUNTAIN MIST		WASTE WATER TREATMENT	19.02
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	19.02
133525	NAVIA BENEFIT	FLEXPLAN FEES SECT 125 FUNDING DEPOSIT	PERSONNEL ADMINISTRATION	2,647.77
133526	NC MACHINERY COMPANY	MISC FILTERS	ER&R	94.50
133527	NORTH CENTRAL LABORA	LAB SUPPLIES	WATER/SEWER OPERATION	-33.97
	NORTH CENTRAL LABORA		WASTE WATER TREATMENT	399.21
133528	NORTH COAST ELECTRIC	MOUNTING BRACKET	SEWER LIFT STATION	135.15
	NORTH COAST ELECTRIC	MISC FILTERS	WASTE WATER TREATMENT	264.97
	NORTH COAST ELECTRIC	WALL MOUNT	SEWER LIFT STATION	778.02
133529	NORTH SOUND HOSE	FIREHOSES AND NOZZLES	STREET CLEANING	610.64
133530	NURNBERG SCIENTIFIC	WATER TESTING SUPPLIES	WATER QUAL TREATMENT	412.89
133531	NYSTUEN, TRACIE	REFUND VARIANCE FEES	COMMUNITY DEVELOPMENT	250.00
133532	ONKEN, KURT & JULIE	UB REFUND	WATER/SEWER OPERATION	193.29
133533	PACIFIC POWER BATTER	BATTERIES	POLICE PATROL	242.65
133534	PARTNER CONST PROD	CRACK SEALER BILL REPAIR TIPS	ROADWAY MAINTENANCE	87.44

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 6/20/2019 TO 6/26/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
133535	PARTS STORE, THE	EXHAUST FLUID	SEWER MAIN COLLECTION	63.99
	PARTS STORE, THE		STORM DRAINAGE	64.00
	PARTS STORE, THE	15W40 OIL AND HYDRAULIC FLUID	SMALL ENGINE SHOP	96.19
	PARTS STORE, THE	MISC FILTERS	ER&R	355.63
133536	PASADO'S SAFE HAVEN	ANIMAL CRUELTY CASE MP19-17798	COMMUNITY SERVICES UNIT	1,622.82
133537	PAUL VERNON & JUDY A	UB REFUND	WATER/SEWER OPERATION	159.86
133538	PEACE OF MIND	MINUTE TAKING SERVICE	COMMUNITY	142.80
133539	PETEK, THOMAS C	PRE-EMPLOYMENT SCREENING	POLICE ADMINISTRATION	300.00
133540	PICK OF THE LITTER	GRAPHIC DESIGN	RECREATION SERVICES	468.75
133541	PILCHUCK RENTALS	PLASTIC WATER TANKS	WATER DIST MAINS	327.88
	PILCHUCK RENTALS	KOMBI POWER HEAD	STORM DRAINAGE	373.76
	PILCHUCK RENTALS	HEDGE TRIMMER	WATER DIST MAINS	393.44
	PILCHUCK RENTALS	EXCAVATOR RENTAL	GMA-PARKS	3,898.38
133542	PIRONE, NANCY	UB REFUND	WATER/SEWER OPERATION	81.09
133543	PLATT ELECTRIC	UPS BOX INSTALL PARTS	SEWER LIFT STATION	64.84
	PLATT ELECTRIC	CONNECTORS, FILTER AND LIQUID TITE	WASTE WATER TREATMENT	85.45
	PLATT ELECTRIC	COUPLINGS AND BITS	SEWER LIFT STATION	105.54
133544	POLICE & SHERIFFS PR	ID CARDS	GENERAL FUND	-3.03
	POLICE & SHERIFFS PR		POLICE PATROL	35.58
133545	PROFORCE LAW ENFORC	SIGHTS	POLICE PATROL	472.12
133546	PUD	ACCT #201142098	PARK & RECREATION FAC	8.10
	PUD	ACCT #205136245	SEWER LIFT STATION	16.43
	PUD	ACCT #201346665	SEWER LIFT STATION	16.44
	PUD	ACCT #202461034	UTIL ADMIN	16.74
	PUD	ACCT #202031134	PUMPING PLANT	17.74
	PUD	ACCT #204259469	TRAFFIC CONTROL DEVICES	18.14
	PUD	ACCT #204260343	TRAFFIC CONTROL DEVICES	18.14
	PUD	ACCT #204262620	TRAFFIC CONTROL DEVICES	18.14
	PUD	ACCT #205195373	PARK & RECREATION FAC	18.14
	PUD	ACCT #205481823	GOLF ADMINISTRATION	18.14
	PUD	ACCT #202461026	MAINT OF GENL PLANT	18.71
	PUD	ACCT #202011813	PUMPING PLANT	19.56
	PUD	ACCT #200061463	PARK & RECREATION FAC	21.24
	PUD	ACCT #200973956	SEWER LIFT STATION	21.75
	PUD	ACCT #200501617	TRANSPORTATION	26.08
	PUD	ACCT #220020507	STREET LIGHTING	26.30
	PUD	ACCT #202368551	PARK & RECREATION FAC	26.87
	PUD	ACCT #203569751	STORM DRAINAGE	27.21
	PUD	ACCT #204829691	STREET LIGHTING	35.89
	PUD	ACCT #221610405	STREET LIGHTING	35.89
	PUD	ACCT #202794657	TRANSPORTATION	37.96
	PUD	ACCT #203199732	TRANSPORTATION	43.35
	PUD	ACCT #203500020	STREET LIGHTING	44.50
	PUD	ACCT #200448801	TRANSPORTATION	45.10
	PUD	ACCT #202426482	PUBLIC SAFETY BLDG	48.44
	PUD	ACCT #202294245	SEWER LIFT STATION	49.15
	PUD	ACCT #203430897	STREET LIGHTING	49.63
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	50.57
	PUD	ACCT #202368544	TRANSPORTATION	54.30
	PUD	ACCT #202524690	PUMPING PLANT	55.63
	PUD	ACCT #203996343	STREET LIGHTING	59.14
	PUD	ACCT #202288585	TRANSPORTATION	59.41
	PUD	ACCT #200660439	STREET LIGHTING	60.08
	PUD	ACCT #202303301	SEWER LIFT STATION	62.74
	PUD	ACCT #201628880	WASTE WATER TREATMENT	64.55
	PUD	ACCT #202000329	PARK & RECREATION FAC	77.74
	PUD	ACCT #221115934	MAINT OF GENL PLANT	81.17
	PUD	ACCT #201225067	PARK & RECREATION FAC	86.80
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	87.03
	PUD	ACCT #200625382	SEWER LIFT STATION	88.15
	PUD	ACCT #220681340	STORM DRAINAGE	91.79



**CITY OF MARYSVILLE  
 INVOICE LIST**

FOR INVOICES FROM 6/20/2019 TO 6/26/2019

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
133546	PUD	ACCT #203291216	GENERAL	99.08
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	103.85
	PUD	ACCT #201909637	SEWER LIFT STATION	109.32
	PUD	ACCT #222025900	PUMPING PLANT	122.15
	PUD	ACCT #201021698	PARK & RECREATION FAC	129.21
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	186.15
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	188.43
	PUD	ACCT #201021607	PARK & RECREATION FAC	194.22
	PUD	ACCT #200223857	PARK & RECREATION FAC	211.14
	PUD	ACCT #220020531	STREET LIGHTING	221.92
	PUD	ACCT #201247699	STREET LIGHTING	223.15
	PUD	ACCT #221192545	PUBLIC SAFETY BLDG	257.58
	PUD	ACCT #201065281	PARK & RECREATION FAC	265.21
	PUD	ACCT #201587284	WASTE WATER TREATMENT	487.42
	PUD	ACCT #201675634	WASTE WATER TREATMENT	487.42
	PUD	ACCT #220824148	WASTE WATER TREATMENT	548.84
	PUD	ACCT #202177333	MAINT OF GENL PLANT	681.06
	PUD	ACCT #201639689	MAINT OF GENL PLANT	978.09
	PUD	ACCT #200021871	COURT FACILITIES	1,105.52
	PUD	ACCT #201617479	CITY HALL	1,287.77
	PUD	ACCT #200824548	MAINT OF GENL PLANT	1,361.14
	PUD	ACCT #201147253	PUMPING PLANT	2,770.76
	PUD	ACCT #200303477	WATER FILTRATION PLANT	2,994.96
	PUD	ACCT #201463031	PUBLIC SAFETY BLDG	3,075.81
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION	4,135.61
	PUD	ACCT #201577921	PUMPING PLANT	5,748.48
	PUD	ACCT #202075008	WASTE WATER TREATMENT	7,458.27
	PUD	ACCT #201420635	WASTE WATER TREATMENT	8,279.04
	PUD	ACCT #201721180	WASTE WATER TREATMENT	16,790.15
133547	RAM SPV II, LLC	TRAILER RENTAL	STORM DRAINAGE	437.20
	RAM SPV II, LLC		SEWER SERV MAINT	437.20
133548	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	WATER CAPITAL PROJECTS	3,895.75
133549	RHEMA ELECTRIC, LLC	REFUND ELEC PERMIT FEES	COMMUNITY DEVELOPMENT	50.00
133550	ROY ROBINSON	MOTOR MOUNT	EQUIPMENT RENTAL	123.13
133551	RUSCH, DANIELLE	REIMBURSE SPECIAL EVENT EXPENSE	POLICE PATROL	30.56
133552	RYMILEDA LLC	REFUND BUSINESS LICENSE FEES	GENL FUND BUS LIC &	65.00
133553	SAME DAY PROCESS	SERVING FEE SNO CO #19-2-04127-31	GMA - STREET	75.00
133554	SCCFOA	SCCOFA MEETING 6/27/19	FINANCE-GENL	20.00
133555	SHANNON & WILSON, INC	VIDEO INSPECTION HWY 9 WELL	WATER CAPITAL PROJECTS	1,500.00
133556	SHERWIN WILLIAMS	LINERS AND TAPE	PARK & RECREATION FAC	13.07
133557	SHRED-IT US	MONTHLY SHREDDING CHARGES	PERSONNEL ADMINISTRATION	4.56
133558	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES-MAY 2019	SOLID WASTE OPERATIONS	166,665.00
133559	SONITROL	MICROPROX PATCHES	CITY HALL	60.12
133560	SOUND PUBLISHING	ADVERTISING	COMMUNITY CENTER	486.00
133561	SOUND PUBLISHING	EMPLOYMENT ADS	COMMUNITY	299.00
	SOUND PUBLISHING		COMPUTER SERVICES	299.00
133562	SOUND PUBLISHING	LEGALADS	COMMUNITY	743.18
133563	SOUND PUBLISHING	ADVERTISING	COMMUNITY EVENTS	234.00
	SOUND PUBLISHING		RECREATION SERVICES	234.00
	SOUND PUBLISHING		RECREATION SERVICES	234.00
	SOUND PUBLISHING		RECREATION SERVICES	234.00
	SOUND PUBLISHING		OPERA HOUSE	702.00
133564	SOUND SAFETY	CREDIT INV 285544	UTIL ADMIN	-204.21
	SOUND SAFETY	BOOTS-FREEMAN	UTIL ADMIN	200.00
	SOUND SAFETY	BOOTS AND JEANS-FREEMAN	UTIL ADMIN	334.38
	SOUND SAFETY	GLOVES	DETENTION & CORRECTION	746.20
133565	SOUTHEASTERN SECURIT	BACKGROUND CHECKS	PERSONNEL ADMINISTRATION	37.00
	SOUTHEASTERN SECURIT		PERSONNEL ADMINISTRATION	314.50
133566	SPRINGBROOK NURSERY	TOPSOIL	PARK & RECREATION FAC	19.67
	SPRINGBROOK NURSERY	BARK	ROADSIDE VEGETATION	428.50
133567	STAPLES	OFFICE SUPPLIES	PERSONNEL ADMINISTRATION	76.20

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 6/20/2019 TO 6/26/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
133567	STAPLES	OFFICE SUPPLIES	PERSONNEL ADMINISTRATIO	85.96
	STAPLES	LAMINATOR	UTIL ADMIN	137.52
133568	STATE AUDITORS OFFIC	AUDIT PERIOD 18-18	NON-DEPARTMENTAL	14,425.05
	STATE AUDITORS OFFIC		UTIL ADMIN	14,425.05
133569	TACOMA SCREW PRODUCT	HARDWARE AND STRAPS	EQUIPMENT RENTAL	23.27
	TACOMA SCREW PRODUCT	CABLE TIES, DEGREASER AND PAINT	ER&R	347.22
133570	THORNTON, CECILIA M	UB REFUND	WATER/SEWER OPERATION	238.79
133571	TRANSPO GROUP	PROFESSIONAL SERVICES	TRANSPORTATION MANAGEM	4,793.57
133572	TRANSPORTATION, DEPT	WSDOT TRAFFIC MITIGATION FEES	CITY STREETS	10,586.09
133573	TULALIP NAILS	REFUND BUSINESS LICENSE FEES	GENL FUND BUS LIC & PERMI	65.00
133574	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	71.46
133575	UNITED RECYCLING	DEMOLITION DEBRIS-1ST ST BYPASS	GMA - STREET	978.62
133576	UNIVAR USA INC	SODIUM HYPOCHLORITE	WASTE WATER TREATMENT F	2,728.13
133577	UNIVERSAL FIELD	PROFESSIONAL SERVICES	GMA - STREET	6,903.47
133578	URBAN FOREST SERVICE	ASSESSMENT	FORESTRY MAINTENANCE	538.34
133579	VALDEZ CONSTRUCTION	RELEASE RETAINAGE	ARTERIAL STREETS	18,260.06
133580	VERIZON	PHONE CHARGES	DETENTION & CORRECTION	26.92
133581	VINYL SIGNS & BANNER	SIGN STAKES	PARK & RECREATION FAC	108.75
133582	VO, DUC	UB REFUND	WATER/SEWER OPERATION	29.99
133583	VONACK, JASON		WATER/SEWER OPERATION	135.05
133584	WA CITY MANAGEMENT	ANNUAL DUES-HIRASHIMA	NON-DEPARTMENTAL	315.00
133585	WA REC & PARK ASSN	FALL SUMMIT (3)	RECREATION SERVICES	199.00
	WA REC & PARK ASSN		COMMUNITY CENTER	398.00
133586	WARREN, MAVI	REFUND BUSINESS LICENSE FEES	GENL FUND BUS LIC & PERMI	65.00
133587	WASTE MANAGEMENT	MEDICAL WASTE DISPOSAL	STORM DRAINAGE	115.43
	WASTE MANAGEMENT	TEMP DUMPSTER-CLEAN SWEEP	PROTECTIVE INSPECTIONS	921.27
133588	WESTERN FACILITIES	JANITORIAL SUPPLIES	DETENTION & CORRECTION	541.82
133589	WESTERN TRUCK	FILTERS	ER&R	71.92
133590	WFOA	MEMBERSHIP-BERG	FINANCE-GENL	75.00
	WFOA	MEMBERSHIP-LANGDON	UTILITY BILLING	75.00
133591	WHITE CAP CONSTRUCT	WATER PRICE CORRECTION CREDIT	MAINT OF GENL PLANT	-438.87
	WHITE CAP CONSTRUCT	168 CASES BOTTLED WATER	MAINT OF GENL PLANT	1,099.91
133592	YAKIMA COUNTY DOC	INMATE HOUSING-MAY 2019	DETENTION & CORRECTION	10,460.12

**WARRANT TOTAL: 603,605.31**

CHECK #126417	CHECK LOST/DAMAGED	(192.00)
CHECK #126805	CHECK LOST/DAMAGED	(29.99)
CHECK #128012	CHECK LOST/DAMAGED	(32.17)
CHECK #129062	CHECK LOST/DAMAGED	(65.00)
CHECK #132758	INITIATOR ERROR	(160.72)


**603,125.43**

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

# *Index #5*

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

**CITY COUNCIL MEETING DATE: 7-8-19**

<b>AGENDA ITEM:</b>	
Contract Award: 2019 Roadway Re-Striping Project	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Jesse Perrault, Streets Supervisor	
<b>DEPARTMENT:</b>	
Streets	
<b>ATTACHMENTS:</b>	
Bid Tabulation	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
10110564.541000	\$188,407.42
<b>SUMMARY:</b>	
<p>The 2019 Roadway Re-Striping Project will involve striping of all city streets as part of the annual upkeep of centerlines, edge lines, bike lanes, gore lines, and skip lines.</p> <p>The project was advertised on MRSC June 3<sup>rd</sup>, 2019 through June 21<sup>st</sup>, 2019. The City received 2 bids as shown on the attached bid tabulation. The low bidder was Stripe Rite at \$179,435.67. The estimate was \$186,018.54. References have been checked and found to be satisfactory.</p>	
Contract Bid:	\$179,435.67
<u>Management Reserve:</u>	<u>\$8,971.78</u>
Construction Total:	\$188,407.42

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign and execute the 2019 Roadway Re-Striping Project contract with Stripe Rite, Inc. in the amount of \$179,435.67 and approve a management reserve of \$8,971.78 for a total allocation of \$188,407.42.



# 2019 Road Re-Striping

5/24/2019

## 2019 Road Re-Striping

**Apparent Low Bid**

Schedule A				Engineer's Estimate		Apply-A-Line		Stripe Rite		
Section	Item	Description	Quantity	Units	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1-04.4(1)	1	PAINT LINE	LF	1,012,132.00	\$0.13	\$131,577.16	\$0.110	\$111,334.52	\$0.12	\$121,455.84
1-05.5	2	PAINTED WIDE LINE	LF	227,028.00	\$0.13	\$29,513.64	\$0.22	\$49,946.16	\$0.15	\$34,054.20
	1	REMOVE PAINTED LINE	LF	1300	7.00	\$9,100.00	\$4.00	\$5,200.00	\$6.66	\$8,658.00
SUBTOTAL:						<b>\$170,190.80</b>		<b>\$166,480.68</b>		<b>\$164,168.04</b>
SALES TAX @ 9.3%						<b>\$15,827.44</b>		<b>\$15,482.70</b>		<b>\$15,267.63</b>
<b>TOTAL BID:</b>						<b>\$ 186,018.54</b>		<b>\$ 181,963.38</b>		<b>\$ 179,435.67</b>



## SMALL PUBLIC WORKS CONTRACT

**THIS SMALL PUBLIC WORKS CONTRACT** (the “Contract”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (the “City”), and Stripe Rite, Inc., a corporation, organized under the laws of the state of Washington, located and doing business at 1813 137<sup>th</sup> Ave. E., Sumner, WA 98390 (the “Contractor”).

**WHEREAS**, the City desires Re-Striping of roadways; and

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

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

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

**1. Scope of Work—the Project.**

The Contractor shall perform, carry out, and complete the City of Marysville 2019 Roadway Re-Striping Project (the “Project”) more fully described in Exhibit A which is attached hereto and incorporated by this reference. Exhibit A may reference or include a description of the Project, the Contractor’s bid/proposal, plans, drawings, or technical specifications (collectively, with this Contract, the “Contract Documents”).

**2. Term of Contract.**

The term of this Contract shall commence upon full execution of this Contract by the City and the Contractor and shall terminate upon final payment by the City to the Contractor, unless sooner terminated by either party under Section 8 or another applicable provision of the Contract. The Project shall be completed no later than October 31, 2019.

**3. Commencement of Work.**

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

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

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

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

#### **4. Payment for Project.**

a. Total Contract Sum for the Project. The City shall pay the Contractor, for satisfactory completion of the Project, a Total Contract Sum not to exceed One Hundred Seventy Nine Thousand Four Hundred Thirty Five Dollars and Sixty Seven cents. (\$179,435.67) including all applicable Washington State Sales Tax. The Total Contract Sum includes all expenses and costs incurred in planning, designing, and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project in conformance with the Contract Documents.

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

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

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

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

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

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

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

## **5. Time is of the Essence/Liquidated Damages.**

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

## **6. Changes.**

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



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

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

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

## **7. Bonding and Retainage.**

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

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

## **8. Termination of Contract.**

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

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

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

**9. Contractor's Status as Independent Contractor.**

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

**10. Prevailing Wages.**

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

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

**11. Contractor's Risk of Loss.**

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

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

## **12. Indemnification and Hold Harmless.**

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

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

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

\_\_\_\_\_ (City Initials)                      \_\_\_\_\_ (Contractor Initials)

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

## **13. Insurance.**

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

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

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

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

The Contractor shall maintain the following insurance limits:

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

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

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

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

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

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

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

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

#### **14. Additional Responsibilities of the Contractor.**

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

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

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

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

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

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

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

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

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

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

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

**15. City Ownership of Work Products.**

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

**16. Assignment and Subcontractors.**

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

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

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

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

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

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

**17. Notices and Contract Representatives.**

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

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

To the City:                   Jesse Perrault - Streets Supervisor  
City of Marysville  
80 Columbia Avenue  
Marysville, WA 98270

To Contractor:               Justin Williams - Stripe Rite, Inc  
1813 137<sup>th</sup> Ave. E  
Sumner, WA 98390

**18. Conflict and Severability.**

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

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

**19. Integration, Supersession, and Modification.**

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

**20. Non-Waiver.**

A waiver by either party of a breach by the other party of any covenant or condition of this Contract shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any



agreement, covenant, or condition of this Contract, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right.

**21. Survival.**

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

**22. Third Parties.**

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

**23. Governing Law.**

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

**24. Venue.**

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

**25. Attorney Fees.**

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

**26. Authority to Bind Parties and Enter into Contract.**

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

**27. Counterparts.**

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

DATED this 9th day of July, 2019.

CITY OF MARYSVILLE

STRIPE RITE, INC.

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

By: \_\_\_\_\_  
Steve Bateman  
Its: President

Attested/Authenticated:

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

Approved as to form:

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

**ATTACHMENTS:**

Proposal of Contractor  
Technical Specifications

**Exhibit A**  
**Scope of Work and Contract Documents.**

Brief Description of the Work/Project:

The contract involves the re-stripping of paint lines including centerlines, edge lines, bike lanes, gore lines, C-curbing, and skip lines, on various roads throughout the city limits of Marysville, WA. Materials must meet WSDOT standards for water based paint and glass beads. City of Marysville's Public Works can supply covered storage for beads as well as covered/uncovered paint tote storage and outdoor vehicle storage if needed. No work must take place on the dates of June 14<sup>th</sup>, 15<sup>th</sup>, 16<sup>th</sup>, or 17<sup>th</sup>, 2018 due to the Marysville Strawberry Festival. Work must be completed in zone 3 (downtown) first so every effort is made to complete zone 3 before the Strawberry Festival. All work must be completed in accordance with the Contract Documents and the Contractor must comply with all applicable federal, state, and local laws and regulations.

Incorporated Contract Documents:

The following are incorporated by reference and the Project shall be completed in conformance therewith:

1. Notice to Bidders
2. Instruction to Bidders and any Addenda
3. 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
4. General Special Provisions
5. Plans, Drawings, and Project Specifications
6. Contractor's Proposal/Bid Form
7. City of Marysville Engineering Design & Development Standards
8. All provisions required by law whether set forth and reproduced herein or not

The Contract Documents are complementary, but specific federal and state requirements and the terms of the Contract supersede other inconsistent provisions.

# *Index #6*

## CITY OF MARYSVILLE AGENDA BILL

## EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 07/01/2019

<b>AGENDA ITEM:</b>	
Washington State Military Department Public Assistance Grant Agreement	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Diana Rose	
<b>DEPARTMENT:</b>	
Executive	
<b>ATTACHMENTS:</b>	
Two (2) original copies of contract	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
4010033.339703	\$75,000.00
<b>SUMMARY:</b> This grant agreement is for the Washington Military Department and Federal Emergency Management Agency (FEMA) to assist in the reimbursement of city dollars that were spent mitigating and removing disaster debris from the December 20, 2018 windstorm.	

**RECOMMENDED ACTION:**

Approve the Public Assistance Grant Agreement and authorize the Mayor to sign

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

1. SUBRECIPIENT Name and Address: <b>City of Marysville 1049 State Avenue Marysville, WA 98270</b>		2. Grant Agreement Amount: <b>To be determined, based upon approved project worksheets</b>		3. Grant Number: <b>D19-112</b>	
4. SUBRECIPIENT, phone/email: <b>360-363-8096/drose@marysvillewa.gov</b>		5. Grant Agreement Start Date: <b>December 10, 2018</b>		6. Grant Agreement End Date: <b>March 3, 2023</b>	
7. DEPARTMENT Program Manager, phone/email: <b>Gerard Urbas, (253) 512-7402 Gary.urbas@mil.wa.gov</b>		8. Data Universal Numbering System (DUNS): 076658673		9. UBI # (state revenue): 314-000-001	
10. Funding Authority: <b>Washington State Military Department (the "DEPARTMENT"), and Federal Emergency Management Agency (FEMA)</b>					
11. Funding Source Agreement #: <b>FEMA-4418-DR-WA</b>		12. Program Index # <b>774RC (Federal) / 772RE (State) / 774RD (Admin)</b>		13. Catalog of Federal Domestic Asst. (CFDA) # & Title: <b>97.036, Public Assistance</b>	
14. N/A		15. Total Federal Award Amount: N/A			
16. Federal Award Date: N/A		17. Service Districts: (BY LEGISLATIVE DISTRICT): 38, 39, 44th (BY CONGRESSIONAL DISTRICT): 2			
18. Service Area by County(ies): <b>Snohomish</b>		19. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____			
20. Contract Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency		
22. Contractor Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO _____			23. Contractor Type (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> OTHER		
24. BRIEF DESCRIPTION: <b>Presidential Disaster Declaration # FEMA-4418-DR-WA Washington Severe Winter Storms, Straight-line Winds, Flooding, Landslides, Mudslides, and a Tornado. To provide funds to the SUBRECIPIENT for the repair or restoration of damaged public facilities as approved by FEMA in project worksheets describing eligible scopes of work and associated funding. The DEPARTMENT is the Recipient and Pass-through Entity of the Presidential Disaster Declaration # FEMA-4418-DR-WA Washington Severe Winter Storms, Straight-line Winds, Flooding, Landslides, Mudslides, and a Tornado, and FEMA State Agreement, which are incorporated by reference, and makes a subaward of Federal award funds to the SUBRECIPIENT pursuant to this Agreement. The SUBRECIPIENT is accountable to the DEPARTMENT for use of Federal award funds provided under this Agreement and the associated matching funds.</b>					
IN WITNESS WHEREOF, the DEPARTMENT and SUBRECIPIENT acknowledge and accept the terms of this Agreement, references and attachments hereto and have executed this Agreement as of the date and year written below. This Agreement Face Sheet, Special Terms and Conditions (Attachment 1), General Terms and Conditions (Attachment 2), Project Worksheet Sample (Attachment 3), Washington State Public Assistance Applicant Manual dated March 4, 2019 (Attachment 4), and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:					
1. <b>Applicable Federal and State Statutes and Regulations</b>		5. <b>Special Terms and Conditions</b>		6. <b>General Terms and Conditions, and,</b>	
2. <b>DHS Standard Terms and Conditions</b>		7. <b>Other provisions of the contract incorporated by reference.</b>			
3. <b>Presidential Declaration, FEMA State Agreement, and other Documents</b>					
4. <b>Statement of Work and/or Project Description as outlined in FEMA approved Project Worksheet(s)</b>					
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.					
FOR THE DEPARTMENT:			FOR THE SUBRECIPIENT:		
Signature _____		Signature _____		Date _____	
Date _____		print or type name: _____		Date _____	
Alysha Kaplan, Unit Manager Washington State Military Department		APPROVED AS TO FORM:			
BOILERPLATE APPROVED AS TO FORM: Brian E. Buchholz (signature on file) 4/11/2019 Assistant Attorney General		SUBRECIPIENT's Attorney _____		Date _____	

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

**ARTICLE I – KEY PERSONNEL**

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

SUBRECIPIENT		MILITARY DEPARTMENT	
Name	<b>Diana Rose</b>	Name	<b>Gerard Urbas</b>
Title	<b>Risk/Emergency Manager</b>	Title	<b>Deputy State Coordinating Officer Public Assistance</b>
E-Mail	<b><a href="mailto:drose@marysvillewa.gov">drose@marysvillewa.gov</a></b>	E-Mail	<b><a href="mailto:gary.urbas@mil.wa.gov">gary.urbas@mil.wa.gov</a></b>
Phone	<b>(360) 363-8096</b>	Phone	<b>(253) 512-7402</b>

**ARTICLE II - ADMINISTRATIVE REQUIREMENTS**

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

The SUBRECIPIENT shall comply with the Washington State Public Assistance Applicant Manual dated March 4, 2019 incorporated in this Agreement as **Attachment 4**. The DHS Standard Terms and Conditions are incorporated by reference in this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated March 4, 2019.

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

Federal funding is provided by FEMA and is administered by the DEPARTMENT. Under the authority of Presidential Disaster Declaration number FEMA-4418-DR-WA, the DEPARTMENT is reimbursing the SUBRECIPIENT for those approved eligible costs and activities necessary under the Public Assistance Grant Program during the incident period beginning December 10, 2018 to December 24, 2018. Eligible costs and activities will be identified in Project Worksheets approved by FEMA and a Project Worksheet Sample is incorporated as **Attachment 3**. The DEPARTMENT is also providing Advance Payments to the SUBRECIPIENT where provided by FEMA and required and allowed by law. Any interest earned on advance payments (except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination Act (23 U.S.C. 450)) shall be promptly, but at least quarterly, remitted to the DEPARTMENT to be paid to FEMA. The SUBRECIPIENT may keep interest amounts up to \$100 per year for administrative expenses.

**A. STATE AND FEDERAL REQUIREMENTS FOR PUBLIC ASSISTANCE GRANTS:**

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

**1. FUNDING**

The DEPARTMENT will administer the Public Assistance Grant Program (PA), provide Advance payments, and reimburse approved eligible Public Assistance costs to the SUBRECIPIENT that are identified under the auspices of Presidential Disaster Declaration Number FEMA-4418-DR-WA and authorized by and consistent with the Stafford Act (P.L. 93-288, as amended) and applicable regulations.

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

Pursuant to the FEMA-STATE AGREEMENT, FEMA will contribute not less than **75** percent of the eligible costs for any eligible project and 100 percent of the federal PA Management Costs, up to 5 percent of the total award amount for each Subrecipient, as provided for in subsection 3.E. of Article II of this Public Assistance Agreement. The SUBRECIPIENT commits to providing the remaining **25** percent non-federal match to any eligible project that has been identified under the Presidential Disaster Declaration number FEMA-4418-DR-WA, subject to the following exceptions:

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

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

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

## 2. GRANT AGREEMENT PERIOD

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

## 3. PAYMENTS

The DEPARTMENT, using funds granted for the purposes of the Presidential Disaster Declaration from FEMA, shall issue payments to the SUBRECIPIENT in compliance with the Washington State Public Assistance Applicant Manual dated March 4, 2019 (**Attachment 4**) procedures as follows:



- a. **Small Project Payments:** Payments are made for all small projects to the SUBRECIPIENT upon submission and approval of an A19-1A State of Washington Invoice Voucher to the DEPARTMENT, after FEMA has approved funding through approval of Project Worksheets.
- b. **Progress Payments:** Progress payment of funds for costs already incurred on large projects minus 10 percent retainage may be made to the SUBRECIPIENT upon submission by the SUBRECIPIENT of an A19-1A State of Washington Invoice Voucher, a letter of request, and a spreadsheet identifying the claimed costs supporting the payment request and approval by the DEPARTMENT.
- c. **Improved Projects:** Payments on improved projects (capped project) will be pro-rated based upon the percentage of the project that is funded under this disaster grant to the overall project cost. This percentage will be identified when the first payment on the improved project is made. Progress payments will be made as outlined above in Section B.
- d. **Final Payment:** Final Payment on a large project will be made following submission by the SUBRECIPIENT of a certification of completion on the STATEMENT OF DOCUMENTATION / FINAL INSPECTION REPORT form upon completion of project(s), completion of all final inspections by the DEPARTMENT, and final approval by FEMA. Final payment on a large project will include any retainage withheld during progress payments. Final payments may also be conditional upon financial review, if determined necessary by the DEPARTMENT or FEMA. Adjustments to the final payment may be made following any audits conducted by the Washington State Auditor's Office, the United States Inspector General or other federal or state agency.
- e. The SUBRECIPIENT is eligible to receive federal PA Management Costs up to 5 percent of the total award amount for each Subrecipient at the time of its request. PA Management Costs includes any of the following when associated with the PA portion of a major disaster or emergency: Indirect costs, direct administrative costs, and other administrative expenses associated with a specific project. Documentation is required to substantiate the eligibility of management activities and associated costs in accordance with PA Management Costs Interim Policy – Standard Operating Procedures.
- f. All payment requests shall be made on an A19-1A form, State of Washington, Invoice Voucher. Payments will be made by electronic fund transfer to the SUBRECIPIENT's account.
- g. Federal funding shall not exceed the total federal contribution eligible for Public Assistance costs under Presidential Disaster Declaration number FEMA-4418-DR-WA.
- h. For state agencies, the DEPARTMENT will, through interagency reimbursement procedures, transfer payment to the SUBRECIPIENT. Payment will be transferred by journal voucher to Agency No. \_\_\_\_\_, Accounting Fund No. \_\_\_\_\_.
- i. Within the total Grant Agreement Amount, travel, sub-contracts, salaries, benefits, printing, equipment, and other goods and services will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.
- j. For travel costs, SUBRECIPIENTs shall comply with 2 CFR 200.474 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <http://www.gsa.gov>, and follow the most restrictive.
- k. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by DEPARTMENT Key Personnel.
- l. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the SUBRECIPIENT consistent with record retention requirements of this Agreement, and be made available upon request by the DEPARTMENT, and local, state, or federal auditors.
- m. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the DEPARTMENT within 45 days after the Grant Agreement End Date, except as otherwise authorized by written amendment of this Agreement and issued by the DEPARTMENT.
- n. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the SUBRECIPIENT, its subrecipient or contractor, or any non-federal entity to which the SUBRECIPIENT makes a subaward, and is invoiced by the vendor.

- o. SUBRECIPIENTs shall only use federal award funds under this Agreement to supplement existing funds, and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The SUBRECIPIENT may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

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

#### 4. **CLOSEOUT**

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

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

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

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

#### 5. **DOCUMENTATION / REPORTING REQUIREMENTS**

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

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

The SUBRECIPIENT shall also comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete the FFATA Form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> and return to the DEPARTMENT; which is incorporated by reference and made a part of this Agreement.

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

#### 6. **TIME EXTENSIONS**

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

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

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

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

## 7. **PROCUREMENT**

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

## 8. **SUBRECIPIENT MONITORING:**

- a. The DEPARTMENT will monitor the activities of the SUBRECIPIENT from award to closeout. The goal of the DEPARTMENT's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the SUBRECIPIENT shall complete and return to the DEPARTMENT 2 CFR Part 200 Subpart F Audit Certification Form" located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> with the signed Agreement and each fiscal year thereafter until the Agreement is closed, which is incorporated by reference and made a part of this Agreement.
- c. Monitoring activities may include, but are not limited to:
  - i. review of financial and performance reports;
  - ii. monitoring and documenting the completion of Agreement deliverables;
  - iii. documentation of phone calls, meetings, e-mails, and correspondence;
  - iv. review of reimbursement requests and supporting documentation to ensure eligibility and consistency with Agreement work plan, budget, and federal requirements;
  - v. observation and documentation of Agreement related activities;
  - vi. on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The SUBRECIPIENT is required to meet or exceed the monitoring activities, as outlined above and in 2 CFR Part 200 Subpart F, for any non-federal entity to which the SUBRECIPIENT makes a subaward as a pass-through entity under this Agreement.
- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan. If the SUBRECIPIENT fails to comply with federal or state statutes or regulations, or the terms and conditions of this Agreement, the DEPARTMENT may impose any additional subaward conditions as described in 2 CFR 200.207. If the DEPARTMENT determines that noncompliance cannot be remedied by imposing additional conditions, it may take one or more of the following actions:
  - i. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT.
  - ii. Wholly or partially suspend or terminate the subaward to the SUBRECIPIENT.
  - iii. Initiate suspension or debarment proceedings under 2 CFR 180 or recommend such a proceeding be initiated by the federal awarding agency.
  - iv. Withhold further federal awards for the project or program.
  - v. Take any other remedies that may be legally available.

- f. The DEPARTMENT agrees to:
- i. Provide technical assistance during all monitoring or evaluation activities. The DEPARTMENT will coordinate and schedule the meetings necessary to conduct and complete all monitoring and evaluation activities.
  - ii. Develop the SUBRECIPIENT's project worksheet(s) (PW) and supporting attachments with FEMA and the SUBRECIPIENT's assistance based upon the costs determined to be eligible.
  - iii. Submit the SUBRECIPIENT's funding package to FEMA.
  - iv. Notify the SUBRECIPIENT when funding approval is received, issue payment per the process described above see Article II, A.4 – Payments, and provide the SUBRECIPIENT with a copy of the approved project worksheet.
  - v. Work with the SUBRECIPIENT to resolve any issues identified during the monitoring process.
  - vi. Review and respond appropriately to the SUBRECIPIENT's requests for time extensions and changes.

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

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

**B. FEMA STATE AGREEMENT TERMS AND CONDITIONS**

As a subrecipient of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS/FEMA terms and conditions of the Presidential Declaration and the FEMA State Agreement, which are incorporated in and made a part of this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated March 4, 2019 (**Attachment 4**).

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

**A.1 DEFINITIONS**

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

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

**A.2 ADVANCE PAYMENTS**

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

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

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

**A.3 AMENDMENTS AND MODIFICATIONS**

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

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

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

**A.5 APPLICATION REPRESENTATION-MISREPRESENTATION, INACCURACY AND BREACH**

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

**A.6 ASSURANCES**

DEPARTMENT and SUBRECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations. In addition, as a SUBRECIPIENT of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS terms and conditions as specified in Appendix F of the Washington State Public Assistance Applicant Manual dated March 4, 2019 incorporated in this Agreement as **Attachment 4**.

**A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY**

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

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

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

**A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING**

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

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

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

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

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

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

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

**A.10 CONFLICT OF INTEREST**

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

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

**A.11 CONTRACTING & PROCUREMENT**

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

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

1) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

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

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

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

5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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



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

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

9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

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

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

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

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

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

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

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

**A.12 DISCLOSURE**

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

**A.13 DISPUTES**

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

**A.14 DUPLICATION OF BENEFITS**

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

**A.15 HAZARDOUS SUBSTANCES**

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

**A.16 LEGAL RELATIONS**

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

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

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

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the DEPARTMENT; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the DEPARTMENT, and (2) the SUBRECIPIENT, its agents, or

employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the SUBRECIPIENT, or SUBRECIPIENT's agents or employees.

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

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

#### **A.17 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE**

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

#### **A.18 LOSS OR REDUCTION OF FUNDING**

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

#### **A.19 NONASSIGNABILITY**

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

#### **A.20 NONDISCRIMINATION**

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

#### **A.21 NOTICES**

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

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

The SUBRECIPIENT represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the SUBRECIPIENT's performance under this Agreement. To the extent allowed by law, the SUBRECIPIENT further agrees to indemnify and hold harmless the DEPARTMENT and its employees and agents from all liability, damages and costs of any nature, including but not limited to, costs of suits and attorneys' fees assessed against the DEPARTMENT, as a result of the failure of the SUBRECIPIENT to so comply.

#### **A.23 OWNERSHIP OF PROJECT/CAPITAL FACILITIES**

The DEPARTMENT makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the SUBRECIPIENT.

The SUBRECIPIENT shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the DEPARTMENT and the State of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

#### **A.24 POLITICAL ACTIVITY**

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

#### **A.25 PRIVACY**

Personal information collected, used or acquired in connection with this agreement shall be used solely for the purposes of this agreement. SUBRECIPIENT and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the DEPARTMENT or as provided by law or court order. SUBRECIPIENT agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The DEPARTMENT reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the SUBRECIPIENT through this contract. The monitoring, auditing or investigating may include but is not limited to "salting" by the DEPARTMENT. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The SUBRECIPIENT agrees to indemnify and hold harmless the DEPARTMENT for any damages related to the SUBRECIPIENT's unauthorized use, loss or disclosure of personal information.

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

#### **A.26 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided; however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

#### **A.27 PUBLICITY**

The SUBRECIPIENT agrees to submit to the DEPARTMENT prior to issuance all advertising and publicity matters relating to this Agreement wherein the DEPARTMENT's name is mentioned or language used from which the connection of the DEPARTMENT's name may, in the DEPARTMENT's judgment, be inferred or implied. The SUBRECIPIENT agrees not to publish or use such advertising and publicity matters without the prior written consent of the DEPARTMENT. The SUBRECIPIENT may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

The SUBRECIPIENT shall include language which acknowledges the funding contribution of the DEPARTMENT and FEMA to this project in any release or other publication developed or modified for, or referring to, the project.

Publication resulting from work performed under this Agreement shall include an acknowledgement of the DEPARTMENT and FEMA's financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

#### **A.28 RECAPTURE PROVISION**

In the event the SUBRECIPIENT fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement

termination. Repayment by the SUBRECIPIENT of funds under this recapture provision shall occur within 30 days of demand. In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs and expenses thereof, including attorney fees.

#### **A.29 RECORDS AND REPORTS**

- a. The SUBRECIPIENT agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the SUBRECIPIENT's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The SUBRECIPIENT's records related to this Agreement and the projects funded may be inspected and audited by the DEPARTMENT or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the SUBRECIPIENT with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the SUBRECIPIENT for such inspection and audit, together with suitable space for such purpose, at any and all times during the SUBRECIPIENT's normal working day.
- d. The SUBRECIPIENT shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) year must be followed.

#### **A.30 RECOVERY OF FUNDS**

Any person who intentionally causes a condition for which funds are provided under this Agreement shall be liable for the costs incurred by the state and federal governments in responding to such disaster. In addition to its own duty to recover duplicated funds or funds expended due to the intentional or negligent actions of others. SUBRECIPIENT will cooperate in a reasonable manner with the DEPARTMENT and the United States in efforts to recover expenditures under this Grant Agreement.

#### **A.31 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN**

While the DEPARTMENT undertakes to assist the SUBRECIPIENT with the project/statement of work/work plan (project) by providing grant funds pursuant to this Agreement, the project itself remains the sole responsibility of the SUBRECIPIENT. The DEPARTMENT undertakes no responsibility to the SUBRECIPIENT, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the SUBRECIPIENT, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the SUBRECIPIENT shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including but not limited to FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders.

The SUBRECIPIENT shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the SUBRECIPIENT in connection with the project. The SUBRECIPIENT shall not look to the DEPARTMENT, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

#### **A.32 SEVERABILITY**

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions

of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

### **A.33 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)**

Non-federal entities as subrecipients that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a State, local government, Indian Tribe, institution of higher education, or non-profit organization that carries out a federal award as a recipient or subrecipient.

SUBRECIPIENTs that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The SUBRECIPIENT has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200 Subpart F.

The SUBRECIPIENT shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subrecipients or contractors also maintain auditable records.

The SUBRECIPIENT is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.

The SUBRECIPIENT must respond to DEPARTMENT requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The DEPARTMENT reserves the right to recover from the SUBRECIPIENT all disallowed costs resulting from the audit.

Once the single audit has been completed and includes an audit findings, the SUBRECIPIENT must send a full copy of the audit to the DEPARTMENT and its corrective action plan no later than nine (9) months after the end of the SUBRECIPIENT's fiscal year(s) to:

#### **Contracts Office**

**Washington Military Department  
Finance Division, Building #1 TA-20  
Camp Murray, WA 98430-5032**

If Contractor claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT must send a letter identifying this Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the SUBRECIPIENT's fiscal year(s) to the address listed above.

The DEPARTMENT retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The SUBRECIPIENT shall include the above audit requirements in any subawards.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT's failure to comply with said audit requirements may result in one or more of the following actions in the DEPARTMENT's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

### **A.34 SUBRECIPIENT NOT EMPLOYEE**

The parties intend that an independent contractor relationship will be created by this Agreement. The SUBRECIPIENT, and/or employees or agents performing under this Agreement are not employees or

agents of the DEPARTMENT in any manner whatsoever. The SUBRECIPIENT will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Agreement, nor will the SUBRECIPIENT make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the SUBRECIPIENT is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right and not by reason of this Agreement.

#### **A.35 TAXES, FEES AND LICENSES**

Unless otherwise provided in this Agreement, the SUBRECIPIENT shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the SUBRECIPIENT or its staff required by statute or regulation that are applicable to Agreement performance.

#### **A.36 TERMINATION FOR CONVENIENCE**

Notwithstanding any provisions of this Agreement, the SUBRECIPIENT may terminate this Agreement by providing written notice of such termination to the DEPARTMENT's Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the DEPARTMENT, in its sole discretion and in the best interests of the State of Washington, may terminate this Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the SUBRECIPIENT. Upon notice of termination for convenience, the DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds. In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

#### **A.37 TERMINATION OR SUSPENSION FOR CAUSE**

In the event the DEPARTMENT, in its sole discretion, determines the SUBRECIPIENT has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the SUBRECIPIENT unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the DEPARTMENT has the right to immediately suspend or terminate this Agreement in whole or in part.

The DEPARTMENT may notify the SUBRECIPIENT in writing of the need to take corrective action and provide a period of time in which to cure. The DEPARTMENT is not required to allow the SUBGRANTEE an opportunity to cure if it is not feasible as determined solely within the DEPARTMENT's discretion. Any time allowed for cure shall not diminish or eliminate the SUBRECIPIENT's liability for damages or otherwise affect any other remedies available to the DEPARTMENT. If the DEPARTMENT allows the SUBRECIPIENT an opportunity to cure, the DEPARTMENT shall notify the SUBRECIPIENT in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the DEPARTMENT, or if such corrective action is deemed by the DEPARTMENT to be insufficient, the Agreement may be terminated in whole or in part.

The DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the SUBRECIPIENT, if allowed, or pending a decision by the DEPARTMENT to terminate the Agreement in whole or in part.

In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the SUBRECIPIENT: (1) was not in default or material breach, or (2) failure to perform was outside of the SUBRECIPIENT's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

#### **A.38 TERMINATION PROCEDURES**

In addition to the procedures set forth below, if the DEPARTMENT terminates this Agreement, the SUBRECIPIENT shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the DEPARTMENT may require the SUBRECIPIENT to deliver to the DEPARTMENT any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the DEPARTMENT shall pay to the SUBRECIPIENT the agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the DEPARTMENT prior to the effective date of Agreement termination, and the amount agreed upon by the SUBRECIPIENT and the DEPARTMENT for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the DEPARTMENT, (iii) other work, services and/or equipment or supplies which are accepted by the DEPARTMENT, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the DEPARTMENT shall determine the extent of the liability of the DEPARTMENT. The DEPARTMENT shall have no other obligation to the SUBRECIPIENT for termination. The DEPARTMENT may withhold from any amounts due the SUBRECIPIENT such sum as the DEPARTMENT determines to be necessary to protect the DEPARTMENT against potential loss or liability.

The rights and remedies of the DEPARTMENT provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the DEPARTMENT in writing, the SUBRECIPIENT shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the DEPARTMENT, in the manner, at the times, and to the extent directed by the DEPARTMENT, all of the rights, title, and interest of the SUBRECIPIENT under the orders and sub-contracts so terminated, in which case the DEPARTMENT has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the DEPARTMENT to the extent the DEPARTMENT may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the DEPARTMENT and deliver in the manner, at the times, and to the extent directed by the DEPARTMENT any property which, if the Agreement had been completed, would have been required to be furnished to the DEPARTMENT;
- f. Complete performance of such part of the work as shall not have been terminated by the DEPARTMENT in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the DEPARTMENT may require, for the protection and preservation of the property related to this Agreement which is in the possession of the SUBRECIPIENT and in which the DEPARTMENT has or may acquire an interest.

#### **A.39 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)**

The SUBRECIPIENT shall comply with 2 CFR §200.321 and will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will take all necessary affirmative steps to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The following steps are



required by the subrecipient if any contracts with contractors or sub-contractors are entered into under the original contract award:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The SUBRECIPIENT may also set utilization standards, based upon local conditions or may utilize the State of Washington MWBE goals, as identified in. WAC 326-30-041.

#### **A.40 VENUE**

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The SUBRECIPIENT, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

#### **A.41 WAIVERS**

No conditions or provisions of this Agreement can be waived unless approved in advance by the DEPARTMENT in writing. The DEPARTMENT's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

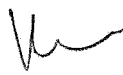
PROJECT WORKSHEET SAMPLE

U.S. DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY <b>PROJECT WORKSHEET</b>				O.M.B. No. 1660-0017	
<b>PAPERWORK BURDEN DISCLOSURE NOTICE</b> Public reporting burden for this form is estimated to average 90 minutes per response. Burden means the time, effort and financial resources expended by persons to generate, maintain, disclose, or to provide information to us. You may send comments regarding the accuracy of the burden estimate and or any aspect of the collection, including suggestions for reducing the burden to: Information Collections Management, U. S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (OMB Control Number 1660-0017). You are not required to respond to this collection of information unless a valid OMB number appears in the upper right corner of this form. <b>NOTE: Do not send your completed form to this address.</b>					
DISASTER	PROJECT NO.	PA ID NO.	DATE	CATEGORY	
F - R					
DAMAGED FACILITY			WORK COMPLETE AS OF:		
			_____ : _____ %		
SUBRECIPIENT		COUNTY			
LOCATION			LATITUDE	LONGITUDE	
DAMAGE DESCRIPTION AND DIMENSIONS					
SCOPE OF WORK					
Does the Scope of Work change the pre-disaster conditions at the site? <input type="checkbox"/> Yes <input type="checkbox"/> No Special Considerations issues included? <input type="checkbox"/> Yes <input type="checkbox"/> No    Hazard Mitigation proposal included? <input type="checkbox"/> Yes <input type="checkbox"/> No Is there insurance coverage on this facility? <input type="checkbox"/> Yes <input type="checkbox"/> No					
<b>PROJECT COST</b>					
I T	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
			/		
			/		
			/		
			/		
			/		
			/		
			/		
			/		
			/		
				<b>TOTAL COST</b>	
PREPARED BY		TITLE	SIGNATURE		
SUBRECIPIENT REP.		TITLE	SIGNATURE		

# *Index #7*

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

**CITY COUNCIL MEETING DATE: July 8, 2019**

<b>AGENDA ITEM:</b>	
Supplemental Agreement No. 2 with MacLeod Reckord for the Ebey Waterfront Park Expansion Project	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Jeff Laycock, City Engineer	
<b>DEPARTMENT:</b>	
Engineering	
<b>ATTACHMENTS:</b>	
Supplement Agreement No. 2	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
31000076.563000, P1801	\$0
<b>SUMMARY:</b>	

The City executed a Professional Services Agreement (PSA) with MacLeod Reckord on March 27, 2018 to complete 30% design for the Ebey Waterfront Park Expansion project and to submit permits to the regulatory agencies. The extent of their contract work and submittal of permits was completed in April 2019. There is \$99,742.89 remaining in the original contract amount of \$770,183.78. The attached Supplemental Agreement No. 2 amends the PSA to include additional scope for permit application support and grant application support as requested by staff and to extend the PSA termination date to December 31, 2021. The current PSA expires on August 31, 2019.

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign and execute Supplemental Agreement No. 2 to the City's Professional Services Agreement with MacLeod Reckord to amend the contract scope and extend the terms of the contract until December 31, 2021.

**SUPPLEMENTAL AGREEMENT NO. 2 TO  
PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND MACLEOD RECKORD, PLLC**

**THIS SUPPLEMENTAL AGREEMENT NO. 2** (“Supplemental Agreement No. 1”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”) and MacLeod Reckord, PLLC, a professional limited liability corporation, organized under the laws of the state of Washington, located and doing business at 110 Prefontaine Place S., Suite 600, Seattle, WA 98104 (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for consultant services related to the Ebey Waterfront Park Expansion (the “Original Agreement”), said Original Agreement being dated March 27, 2018; and

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

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

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

Section 2 of the Original Agreement, “TERM”, is amended to provide that the term will terminate at midnight on December 31, 2021.

2. Each and every provision of the Original Agreement for Professional Services dated March 27, 2018, shall remain in full force and effect, except as modified herein.

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

CITY OF MARYSVILLE

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

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

MACLEOD RECKORD, PLLC

By \_\_\_\_\_  
Connie Reckord  
Its: Managing Member

ATTEST/AUTHENTICATED:

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

Approved as to form:

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

# MacLeod Reckord PLLC

Landscape Architecture ■ Planning ■ Urban Design

110 Profontaine Place South, Suite 600

Seattle, Washington 98104

P 206-323-7919

F 206-323-9242

June 4, 2019

Mr. Jeff Laycock, City Engineer  
Project Manager  
Public Works Department  
80 Columbia Avenue  
Marysville, WA 98270

## Re: Ebey Waterfront Park Expansion – Supplemental #2

Jeff:

To follow up on our discussion regarding continuation of services for this project, we are proposing a revised scope of work that includes additional permit application support and grant application support for the balance remaining in our contract. See additional detail in the scope of work below:

### SCOPE OF WORK

The Scope of Work includes provision of professional design services, to the extent the remaining fee allows, for Ebey Waterfront Park Expansion supplementing and expanding upon existing tasks. Specific tasks, provided at the request of the City, include:

- **Permit Application Support** – Provide support to the City in pursuit of approval of environmental permit applications previously submitted on behalf of the City. Services may include:
  - Responses to requests for information and/or responses to comments from resource agencies to supplement information contained within the City's application.
  - Professional services from any of the current team members in support of permit application requests for additional information.
  - Attendance at agency coordination meetings.
  - Coordination of permit materials and responses with the City or their representatives regarding other work proposed on or near the Ebey Waterfront Park project area.
- **Grant Application Support** – Provide support to the City in pursuit of grant applications for park development and construction that may include developing additional or supplemental PS&E, project description narrative, illustrative graphics, calculations or area/material takeoffs, construction cost opinions, construction detail, or similar.

Fees for services will be invoiced under this Supplemental #2, with progress reports defining work accomplished and deliverables conveyed. All applicable provisions of the original contract shall apply.

Respectfully,



Connie Reckord  
Principal



# *Index #8*



## CITY OF MARYSVILLE AGENDA BILL

### EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE: July 8, 2019**

<b>AGENDA ITEM:</b>	
Water Supply Operational Strategy Alternative Selection	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Karen Latimer, Utility Manager	
<b>DEPARTMENT:</b>	
Public Works, Water Operations Division	
<b>ATTACHMENTS:</b>	
Professional Services Agreement	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
40220594.563000 W1605	\$54,654
<b>SUMMARY:</b>	

RH2 Engineering was hired by the City in late 2016 to prepare a Water Supply Operational Strategy. This project was expected to be completed by the end of 2018 and was to include well yield and quality data from the Highway 9 exploratory well drilling and testing project. However, due to equipment issues and unforeseen conditions, the Highway 9 well project took longer than expected and the well data was not available. A decision was made to suspend the Water Supply Operational Strategy work until the Highway 9 well testing data could be obtained.

We are now ready to move forward with completion of the Water Supply Operational Strategy. The scope of work for this Professional Services Agreement (PSA) includes the suspended work not completed in 2018 plus extra work to analyze one additional alternative. Conclusion of this work will result in the selection of a preferred water supply alternative with a phasing plan for individual projects to accomplish the selected alternative.

Although professional services agreements under \$75,000 do not require City Council action, this particular PSA is being presented to City Council because it is part of another project that did require City Council action.

**RECOMMENDED ACTION:**

Staff recommends that City Council authorize the Mayor to sign and execute a Professional Services Agreement between the City of Marysville and RH2 Engineering, Inc. in the amount of \$54,654.00

**RECOMMENDED MOTION: I move to authorize the Mayor to sign and execute a Professional Services Agreement between the City of Marysville and RH2 Engineering**

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

**THIS AGREEMENT** (“Agreement”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”), and RH2 Engineering, Inc., a profit corporation licensed in the state of Washington, organized under the laws of the state of Washington, located and doing business at 22722 29<sup>th</sup> Drive SE, Suite 210, Bothell, WA 98021 (“Consultant”).

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

- 1. SCOPE OF SERVICES.** The Consultant shall provide the work and services described in the attached **EXHIBIT A**, incorporated herein by this reference (the “Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.
- 2. TERM.** The term of this Agreement shall commence on Notice to Proceed and shall terminate at midnight on December 31, 2019. The parties may extend the term of this Agreement by executing a written supplemental amendment.
- 3. COMPENSATION.** The Consultant shall be paid by the City for Services rendered under this Agreement as described in **EXHIBIT A** and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed Fifty-Four Thousand Six Hundred Fifty-Four Dollars (**\$54,654.00**) 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**  
 Karen Latimer, Utility Manager  
 80 Columbia Avenue  
 Marysville, WA 98270

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

**RH2 ENGINEERING, INC.**

Michele Campbell, P.E., Associate Director

22722 29<sup>th</sup> Drive SE, Suite 210

Bothell, WA 98021

**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.

RH2 ENGINEERING, INC.

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

ATTEST/AUTHENTICATED:

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

Approved as to form:

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

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

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

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

---

---

---

**OR**

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

**EXHIBIT A**  
**Scope of Work**  
**City of Marysville**  
**Water Supply Operational Strategy Alternative Selection**  
June 2019

---

## Background

The City of Marysville (City) is drilling and testing a new deep well at the Highway 9 Well site. Once construction and testing is complete, the recommended pumping capacity and water treatment requirements of the new well will be better known. In 2018, RH2 Engineering, Inc., (RH2) prepared a *Water Supply Operational Strategy Technical Memorandum (2018 Memo)* to assist the City in developing a strategy to improve the operation of its water system by better utilizing its existing water rights, maximizing the amount of water produced by the City's own sources, increasing redundancy, improving water quality, and remedying other system deficiencies.

This Scope of Work will focus on refining the 2018 Memo to include the recommended supply capacity and treatment requirements of the Highway 9 Well once well testing is completed in Spring 2019. Analyses also will evaluate whether activating pressure reducing valve (PRV) #25 can improve the operational strategy.

The results of these detailed analyses will be utilized to select an alternative for implementation and to develop a phasing plan for completing the improvements required under the selected alternative.

## Task 1 – Additional Alternatives Analyses

**Objective:** Perform seasonal extended period simulation (EPS) analyses to evaluate additional alternative improvements that include activating PRV #25 and supply from the new Highway 9 Well at the recommended flow rate as determined from the well testing. Update the planning-level cost estimates to include the known treatment requirements for the new Highway 9 Well.

### Approach:

- 1.1 Activate PRV #25 at 7216 71<sup>st</sup> Avenue NE in the water model and perform EPS analyses to estimate the annual production cost savings with this improvement.
- 1.2 Coordinate with the City to identify up to three (3) additional improvement alternatives with PRV #25 active. Perform analyses to estimate the annual production cost savings with this improvement.
- 1.3 For each of the four (4) alternatives with PRV #25 active:
  - Perform detailed seasonal analyses to evaluate hydraulic residence time, level-of-service, and redundancy;
  - Assign weighted points and include them in the prioritization summary table with the other preferred alternatives; and
  - Prepare figures showing the results of the seasonal alternative analyses with PRV #25 active.



- 1.4 Based on the water quality test results of the new Highway 9 Well, evaluate the treatment requirements for the water supply. Prepare planning-level cost estimates for the Highway 9 Well water treatment alternatives.
- 1.5 Based on the results of the Highway 9 Well drilling and testing, estimate the annual production cost savings with the recommended flow rate and treatment requirements of the new well.
- 1.6 Coordinate with the City to identify up to three (3) additional improvement alternatives with supply from the new Highway 9 Well at the recommended flow rate from the well testing. Perform seasonal analyses to estimate the annual production cost savings with this improvement.
- 1.7 For each of the four (4) alternatives with supply from the new Highway 9 Well at the recommended flow rate from the well testing:
  - Perform detailed seasonal analyses to evaluate hydraulic residence time, level-of-service, and redundancy;
  - Assign weighted points and include them in the prioritization summary table with the other preferred alternatives; and
  - Prepare figures showing the results of the seasonal alternative analyses with the recommended flow rate of the Highway 9 Well.
- 1.8 Coordinate with the City to refine the prioritization ranking criteria for each of the preferred alternatives evaluated in the 2018 Memo.
- 1.9 Update the 2018 Memo with the results of the new alternative analyses and transmit to the City for review.

**Assumptions:**

- *RH2 will rely upon the accuracy and completeness of information, data, and materials generated or produced by the City or others in relation to this Scope of Work.*
- *With the exception of the Highway 9 Well, the cost estimate bases will remain unchanged from the 2018 Memo.*
- *Seasonal analyses will be performed for the spring, summer, and winter, with the spring analyses assumed to be valid for the fall, consistent with the assumptions in the 2018 Memo.*

**Provided by the City:**

- A list of alternative improvement scenarios to evaluate. Alternative scenarios may include varying Sunnyside Well blending rates, PRV adjustments, new booster pump stations, and other items included in alternative scenarios presented in the 2018 Memo.

**RH2 Deliverables:**

- Figures showing the results of the alternative analyses with PRV #25 active and with the recommended flow rate of the Highway 9 Well.

- Updated prioritization summary table with the preferred alternatives.
- Updated Water Supply Operational Strategy technical memorandum in PDF format for City review.

## Task 2 – Preferred Alternative Selection

**Objective:** Select a preferred water supply alternative for implementation and prepare a phasing plan for individual projects to accomplish the selected alternative.

### Approach:

- 2.1 Coordinate with the City to select two (2) preferred alternatives for further detailed analyses.
- 2.2 For the two (2) selected preferred alternatives, perform seasonal distribution water age analyses using the hydraulic model. Prepare figures showing the results of the analyses.
- 2.3 For the two (2) selected preferred alternatives, refine the list of improvements to add projects to improve water age, if necessary, and to identify improvement phasing.
- 2.4 For the two (2) selected preferred alternatives, refine the planning-level cost estimates to update them to a 2019 cost basis and include water age improvements with consideration for improvement phasing.
- 2.5 Update the 2018 Memo with the results of the detailed analyses for the two (2) preferred alternatives.
- 2.6 Meet with the City to present the results of the detailed preferred alternative analyses and select a preferred alternative.
- 2.7 Update the 2018 Memo per the City's review comments and document the selection of the preferred alternative. Finalize the Water Supply Operational Strategy technical memorandum.

### Provided by City:

- Attendance at meeting to select preferred alternative.

### RH2 Deliverables:

- Updated Water Supply Operational Strategy technical memorandum in PDF format for City review.
- Meeting with City to present the results of the analyses.
- Finalized Water Supply Operational Strategy technical memorandum in PDF format and one hard copy.

**EXHIBIT B**

City of Marysville

Water Supply Operational Strategy Alternative Selection

Fee Estimate

Description	Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Task 1 Additional Alternatives Analyses	153	\$ 30,005	\$ -	\$ 3,404	\$ 33,409
Task 2 Preferred Alternative Selection	100	\$ 19,767	\$ -	\$ 1,479	\$ 21,246
<b>PROJECT TOTAL</b>	<b>253</b>	<b>\$ 49,772</b>	<b>\$ -</b>	<b>\$ 4,882</b>	<b>\$ 54,654</b>

<b>EXHIBIT C</b>		
<b>RH2 ENGINEERING, INC.</b>		
<b>2019 SCHEDULE OF RATES AND CHARGES</b>		
<b>RATE LIST</b>	<b>RATE</b>	<b>UNIT</b>
Professional I	\$142	\$/hr
Professional II	\$157	\$/hr
Professional III	\$168	\$/hr
Professional IV	\$180	\$/hr
Professional V	\$194	\$/hr
Professional VI	\$206	\$/hr
Professional VII	\$223	\$/hr
Professional VIII	\$234	\$/hr
Professional IX	\$234	\$/hr
Technician I	\$106	\$/hr
Technician II	\$116	\$/hr
Technician III	\$133	\$/hr
Technician IV	\$141	\$/hr
Administrative I	\$70	\$/hr
Administrative II	\$82	\$/hr
Administrative III	\$98	\$/hr
Administrative IV	\$116	\$/hr
Administrative V	\$133	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.580	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

# *Index #9*

## CITY OF MARYSVILLE AGENDA BILL

### EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE: July 8, 2019**

<b>AGENDA ITEM:</b>	
Pilot Process to Remove Total Suspended Solids at the Wastewater Treatment Plant	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Karen Latimer, Utility Manager	
<b>DEPARTMENT:</b>	
Public Works, Wastewater Division	
<b>ATTACHMENTS:</b>	
<ol style="list-style-type: none"> <li>1. Professional Services Agreement</li> <li>2. Cost breakdown</li> </ol>	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
40230594.563000	\$ 456,533.26
<b>SUMMARY:</b>	

The concentration of Total Suspended Solids (TSS) entering the wastewater treatment plant has been increasing for several years. Increasing TSS coupled with excessive biosolids accumulation and more frequent and prolonged algae and daphnia blooms have made it extremely difficult to meet National Pollutant Discharge Elimination System (NPDES) waste discharge permit limits for TSS. Algae and daphnia blooms overwhelm the sand filters and reduce the volume of wastewater that can be passed through the sand filters for tertiary treatment. In May and June 2019, the amount of algae and daphnia was greater than the sand filters could handle and on several occasions the sand filters had to be shut down, resulting in violation of the NPDES permit for all five categories of TSS limits.

Staff began researching solution concepts that would help with removal of TSS at the wastewater treatment plant, both on a short-term basis to help with immediate NPDES permit compliance requirements and for a long-term solution to prevent repeat occurrences of NPDES permit violations for TSS. Mobile high rate ballasted clarification is identified as a solution that has the ability to remove TSS and fit within a very limited footprint. There are four companies that provide this type of equipment on a temporary basis. All four companies were evaluated and rated as part of the Professional Services selection process. Veolia Water Technologies, Inc. received the highest overall rating.

Staff is seeking approval to enter into a Professional Services Agreement with Veolia Water Technologies, Inc., to provide mobile high rate ballasted clarification equipment. This equipment will provide immediate relief for ongoing TSS issues and will be used to conduct a short-term pilot test to further evaluate high rate ballasted clarification equipment as a long-term solution.

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign and execute a Professional Services Agreement between the City of Marysville and Veolia Water Technologies, Inc. in the amount of \$ 456,533.26.

**RECOMMENDED MOTION:** I move to authorize the Mayor to sign and execute a Professional Services Agreement between City of Marysville and Veolia Water Technologies, Inc. in the amount of \$456,533.26.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND VEOLIA WATER TECHNOLOGIES, 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 Veolia Water Technologies, Inc., a Delaware corporation licensed to conduct business in the state of Washington, which is located and doing business at 945 South Brown School Road, Vandalia, Ohio 45377, (“Consultant”).

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

- 1. SCOPE OF SERVICES.** The Consultant shall provide the work and services described in the attached **EXHIBIT A**, incorporated herein by this reference (the “Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.
- 2. TERM.** The term of this Agreement shall commence on Notice to Proceed and shall terminate at midnight on 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 Four Hundred Fifty-Six Thousand, Five Hundred Thirty-Three Dollars and Twenty-Six Cents (**\$456,533.26**) 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 reasonably 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 retains the intellectual property underlying the work product and documents relating to the Mobile Water Treatment Equipment, if any. However, upon execution of this Agreement, and without either party being required to undertake any further action, Consultant grants City a perpetual, non-exclusive royalty-free license to utilize said intellectual property for the design, construction, maintenance or repair of the Mobile Water Treatment Equipment referred to (either directly or by implication) in this agreement. 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; or
  - 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 reasonably 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, attorney’s 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 or concurrent negligence of the City, which costs shall be apportioned based upon the parties’ respective fault.

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)

4.6(AA) Consequential Damages/Limitation of Liability. In no event shall the parties or their respective affiliates, employees, agents, or representatives be liable for any special, incidental, punitive, exemplary, or consequential damages, including, but not limited to, lost or anticipated profits, arising out of or related, in whole or in part, to the work performed under this

Agreement, regardless of whether the liability arises in tort, contract, breach of warranty, strict liability or any other legal theory, at law or in equity. Consultant's total liability is expressly limited to a multiple of one and one-half the contract value (1.5 x the contract value) except to the extent of Consultant's liability with respect to its duty to indemnify for third party claims and except for Consultant's liability with respect to breach of confidentiality or patent infringement. The foregoing limitation of liability will not apply to any amounts recoverable by the City as insurance proceeds or payments, and the City will not be precluded from claiming under any insurance obtained by Consultant as contemplated by this Agreement up to the full amount payable under such insurance. This provision limiting Consultant's liability shall survive the termination, cancellation or expiration of any contract and the completion of services hereunder.

#### **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. **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. **Amounts of Insurance.** Consultant shall maintain the following insurance

limits:

- (1) Automobile Liability insurance with a 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 of \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- (3) Professional Liability insurance shall be written with limits of \$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.

**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 sub consultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors or sub consultants the Consultant directly hires meet the responsibility criteria for the Services. Verification that a subcontractor or sub consultant 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 sub consultants, the subcontractors or sub consultants 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 sub consultants 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**  
 Karen Latimer, Utility Manager  
 80 Columbia Avenue  
 Marysville, WA 98270

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

**Veolia Water Technologies, Inc.**  
 Michael Reyes  
 945 South Brown School Road  
 Vandalia, Ohio 45377  
 cc: VWT.Americas.Legal@veolia.com

**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, in addition to the provisions of section 4.3, the City shall pay the Consultant for satisfactory Services (to be reasonably determined) performed through the date on which the termination is deemed effective in accordance with the 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, 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. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the exhibits, attachments, or addenda, the terms and conditions set forth in this Agreement shall prevail.

**6.5 SEVERABILITY.**

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

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

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

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

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

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

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

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

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

CITY OF MARYSVILLE

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

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

VEOLIA WATER TECHNOLOGIES, INC.

By \_\_\_\_\_  
Christopher Brett Neely  
Its: Vice President – Services, Industrial  
Solutions

ATTEST/AUTHENTICATED:

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

Approved as to form:

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

## **EXHIBIT A**

### **Scope of Services**

#### **1 DEFINITIONS**

- 1.1 “Delivery Area” shall have the meaning set forth in Section 2.1.
- 1.2 “Distribution Equipment” shall have the meaning set forth in Section 2.2(iv).
- 1.3 “Feedwater” shall have the meaning set forth in Section 2.2(ii).
- 1.4 “Feedwater Distribution Equipment” shall have the meaning set forth in Section 2.2(iii).
- 1.5 “Mobile Water Treatment Equipment” means one or more of the following: water demineralizing systems, reverse osmosis systems, clarification or filtration systems capable of easy transport. Mobile Water Treatment Equipment may be skid mounted or on a mobile platform.
- 1.6 “Treated Water” means water which has been purified to a high degree by the substantial removal of minerals, organic compounds, or other suspended or dissolved matter. Unless specifically stated elsewhere in this Agreement, Treated Water is not intended for consumption.

#### **2 CUSTOMER'S OBLIGATIONS**

- 2.1 As a condition of Service Provider's obligations hereunder, Customer shall, without cost to Service Provider, and throughout the Term, furnish and maintain in good condition, an area at or adjacent to each plant covered by this Agreement, suitable for the ingress/egress and full utilization of any Mobile Water Treatment Equipment (the "Delivery Area").
- 2.2 In order for the Delivery Area to be suitable for the use and operation of the Mobile Water Treatment Equipment, Customer must:
- (i) Prepare and/or provide a foundation sufficient to safely hold the operating weight of the largest Mobile Water Treatment Equipment system(s) that Service Provider reasonably anticipates may be placed in the Delivery Area;
  - (ii) Provide incoming water meeting the specifications stated in Schedule 1 ("Feedwater");
  - (iii) Provide all tankage, transfer pumps and appropriate water conduits not supplied by the Service Provider under this Agreement ("Feedwater Distribution Equipment") to deliver Feedwater to the Mobile Water Treatment Equipment system;

(iv) Provide equipment to receive Treated Water, waste streams and waste materials from the Mobile Water Treatment Equipment system (“Receiving Equipment”) (the Feedwater Distribution Equipment and the Receiving Equipment is collectively referred to as the “Distribution Equipment”);

(v) Provide all utilities required by the Mobile Water Treatment Equipment as set forth in Schedule 1;

(vi) Provide all security measures reasonably needed to protect the Mobile Water Treatment Equipment and the Delivery Area; and

(vii) Obtain in writing all consents, licenses and permits required to establish and maintain the Delivery Area allowing Service Provider to provide the Services which are the subject of this Agreement.

- 2.3 Customer’s failure to meet the Feedwater requirements set forth in Schedule 1 may result in additional cleaning expenses which shall be the sole responsibility of Customer. Any changes in Feedwater pretreatment that is the responsibility of Customer shall be reviewed and approved in writing by the Service Provider prior to implementation of the change. Customer shall be responsible for damages that occur to the Mobile Water Treatment Equipment due to changes in Feedwater that occur without the prior written authorization of Service Provider.
- 2.4 Customer is responsible for providing adequate disposal in accordance with all applicable laws and regulations for all effluent and associated waste materials, including without limitation sludge, reject water, backwash, scaling, fouling and debris resulting related to the operation of the Mobile Water Treatment Equipment.
- 2.5 The Customer agrees to maintain “all risk” casualty and property insurance coverage on the provided Mobile Water Treatment Equipment. The Customer will maintain a loss payable endorsement in favor of the Service Provider for the full value of the Mobile Water Treatment Equipment. Customer further waives and shall cause its insurance carriers to waiver all rights of subrogation against the Service Provider.

### **3 SERVICE PROVIDER'S OBLIGATIONS**

- 3.1 Subject to Customer satisfying its obligations set forth in Article 2 (**CUSTOMER’S OBLIGATIONS**), Service Provider shall:
- (i) Furnish and supervise installation of the Mobile Water Treatment Equipment at the Delivery Area;
  - (ii) Supervise connection of the Mobile Water Treatment Equipment to the Distribution Equipment;

- (iii) Process the Feedwater through the Mobile Water Treatment Equipment if and to the extent Service Provider's obligations include the operation of the Mobile Water Treatment Equipment; and
- (iv) Deliver Treated Water meeting the specifications set forth in Schedule 1 to the Distribution Equipment.

Sub-clauses (i) through (iv) of this Section 3.1 are defined as the "Services".

- 3.2 Service Provider may substitute other equipment, at its option and cost, to meet the specifications set forth in Schedule 1.
- 3.3 Service Provider shall provide the Services subject to the exclusions set forth in Schedule 1.

#### **4 PRICE AND PAYMENT TERMS**

The prices and any applicable refundable security deposit for the furnishing of the Mobile Water Treatment Equipment and any related Service are set forth in Schedule 1. Payment terms are set forth in Schedule 1. In addition, Customer shall reimburse Service Provider for any supplemental costs incurred by Service Provider in the performance of any installation or other construction work required to make a given Delivery Area suitable. Customer shall also pay to Service Provider, or to the appropriate authorities, all governmental taxes, including sales or use taxes, related to the Services performed by Service Provider under this Agreement.

Customer's obligation to pay rent begins on the date the Mobile Water Treatment Equipment is ready to ship by the Service Provider to the Customer, and continues until the end of the monthly rental period in which the Mobile Water Treatment Equipment is returned to Service Provider.

In the event payment is not made in accordance with the provisions of this Section 4, Customer shall pay Service Provider a monthly late charge equal to one percent (1%) per month of all unpaid balances or the maximum amount permitted by law, whichever is less.

Veolia Water Technologies standard rate structure is attached as Schedule 2.

#### **5 ACCESS AND TITLE**

Authorized representatives of Service Provider and Customer shall have access at all times to all Delivery Areas. Customer shall use all reasonable precautions to prevent all other persons from entering the Delivery Areas and shall not permit any persons other than authorized employees or representatives of Service Provider to operate, use, alter, repair, relocate, regenerate, adjust or tamper with any Mobile Water Treatment Equipment or other equipment installed by Service Provider unless agreed to in writing by Service Provider. While the Mobile Water Treatment Equipment is in the Delivery Area or anywhere on Customer's property, Customer shall defend Service Provider's right, title, and interest in said Mobile Water Treatment Equipment and keep it free of all liens and

encumbrances. Customer shall be liable for damage to or loss of any Mobile Water Treatment Equipment or other equipment of Provider located in the Delivery Area or elsewhere on Customer's property, unless said damage or loss is caused by the sole or concurrent negligence of the Service Provider, which costs shall be apportioned based upon the parties' respective fault.

Before any Mobile Water Treatment Equipment is installed at any Delivery Areas, Customer will execute all documents and public filings as Service Provider may reasonably request to evidence Service Provider's ownership interest therein.

In the event of the expiration or any earlier termination of this Agreement, Customer shall permit Service Provider to remove its Mobile Water Treatment Equipment from the Delivery Area.

## **6 EQUIPMENT RELOCATION OR CHANGE**

If Customer, for any reason, requests Service Provider to relocate the Mobile(s) from one Delivery Area to another, or if Service Provider after consultation with Customer and, in order to protect its Mobile Water Treatment Equipment or improve the Service to be provided hereunder, replaces any Mobile Water Treatment Equipment or relocates any Mobile Water Treatment Equipment from one Delivery Area to another, Customer shall bear all costs in connection with said replacement or relocation and the subsequent connections to the Distribution Equipment.

## **7 WATER QUALITY DISPUTES**

Any Treated Water furnished hereunder by Service Provider and shown by recognized standard analysis to be of purity less than specified in Schedule 1 may be rejected by Customer at its discretion, provided that said failure to meet such specification is not caused by the acts or omissions of Customer. Service Provider reserves the right to check the analysis on all Treated Water rejected by Customer. Purity of the Treated Water shall be measured at the outlet connection of the Mobile Water Treatment Equipment and prior to connection to the Distribution Equipment.

## **8 WARRANTY**

SERVICE PROVIDER WARRANTS THAT THE TREATED WATER FURNISHED HEREUNDER SHALL MEET THE SPECIFICATIONS SET FORTH IN SCHEDULE 1; PROVIDED THAT CUSTOMER SUPPLIES FEEDWATER MEETING THE SPECIFICATIONS SET FORTH IN SCHEDULE 1 AND MEETS OTHER ITS OBLIGATIONS UNDER THIS AGREEMENT. SERVICE PROVIDER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE INTENDED.

## **SCHEDULE 1**

### **Mobile Water Treatment Equipment Rental and Service Fees**

#### **Mobile Water Services Proposal No. 2019-0523-MAR-R1**

**Dated**

**JUNE 27, 2019**

## **SCHEDULE 2**

### **Field Service Policy (Optional Service Contract)**

The current straight time service rates for a Veolia Water Technologies Field Services Representatives are listed in Schedule 1. These rates apply to all Veolia Water Technologies personnel.

The straight time rates apply to work performed for a standard 8-hour work day between the hours of 7AM and 7PM local time and during a normal work week. Work performed in excess of 8 hours shall be billed hourly at 1.5 times the straight time rate. Work performed on a Saturday shall be billed at 1.5 times the straight daily rate. Work performed on a Sunday or a Veolia Water Technologies' designated holiday shall be billed at two (2) times the straight daily rate. Performance of overtime work shall be at the sole discretion of Veolia Water Technologies and the Field Services Representative.

If through no fault of Veolia Water Technologies, the Customer removes the Veolia Water Technologies' employee from the jobsite prior to working 8 hours in a day; a full eight hours will be charged.

The Field Services Representative will submit daily time sheets for approval by the Customer. The Customer approved time sheets will be submitted with invoices and will be final and approved for payment.

The rates quoted are current as of the date of this proposal and are subject to change without notice. Except in cases where Field Services have been quoted in this proposal, all field services provided will be invoiced at the rates in effect when the services are performed.

The Customer is billed for all travel and living expenses, and travel time as listed in Schedule 1.

Where a set amount of time for field service has been quoted in the proposal, the quoted price includes the service time, travel time, travel and living expenses. If additional time beyond the

quoted amount of time is required due to no fault or delay by Veolia Water Technologies then the customer shall be billed for the additional service time, travel, and living expenses.

All Mobile Water Treatment Equipment must be completely installed in accordance with the written instructions (pre-commission checklist) to be provided by Veolia Water Technologies and ready for start up and commissioning prior to the scheduled arrival of the Field Services Representative. If upon arrival, the Field Services Representative determines that the Mobile Water Treatment Equipment is not ready for start up and commissioning, then the Customer will be billed for the on-site time, travel time, travel and living expenses and the service work will have to be rescheduled through the Start Up/Commissioning Service Manager.

The Field Services Representative will be equipped with the following PPE - hard hat, safety glasses, and safety shoes/boots. Any additional safety equipment required for work on site shall be provided by the customer to the Field Representative at no charge. Mandatory, site specific safety training of the Field Services Representative shall be billed to the customer at the service rates. The Field Services Representative has the right to refuse to work under any conditions or in any environment that the Field Services Representative deems to be unsafe. The Services Field Representative will be supplied with their own standard hand tools. Heavy machinery, where required, is to be provided by the customer at no charge.

Veolia Water Technologies is a non-union company and its field services personnel will be non-union. These personnel must be allowed to perform minor, incidental tasks that would otherwise be performed by trades (electrician, millwrights, pipe fitters, etc.). Delays due to adherence to union work rules on site, beyond the set amount of time quoted, where applicable, may result in a price adjustment.



**EXHIBIT B**  
**Subcontractors/Sub consultants**

**Below is a list of approved subcontractors/sub consultants:**

---

---

---

**OR**

**There are no approved subcontractors or sub consultants.**



June 27, 2019

## Mobile Water Services Proposal No. 2019-0523-MAR-R1

For: Ms. Karen Latimer  
City of Marysville  
80 Columbia Avenue  
Marysville, WA 98270

Re: Tertiary Clarification  
Temporary Lagoon Effluent Treatment for Upflow Sand Filter Pretreatment

By: Michael A. Reyes  
National Sales Manager - Mobile Water Services  
945 S. Brown School Road  
Vandalia, OH 45377  
704-650-0881  
[michael.reyes@veolia.com](mailto:michael.reyes@veolia.com)  
**WATER TECHNOLOGIES**



**Veolia Water Technologies**  
945 South Brown School Rd • Vandalia, OH 45377  
tell. +1 (937) 890-4075 • fax +1 (937) 890-9925  
[www.veoliawatertech.com](http://www.veoliawatertech.com)

Item 9 - 21

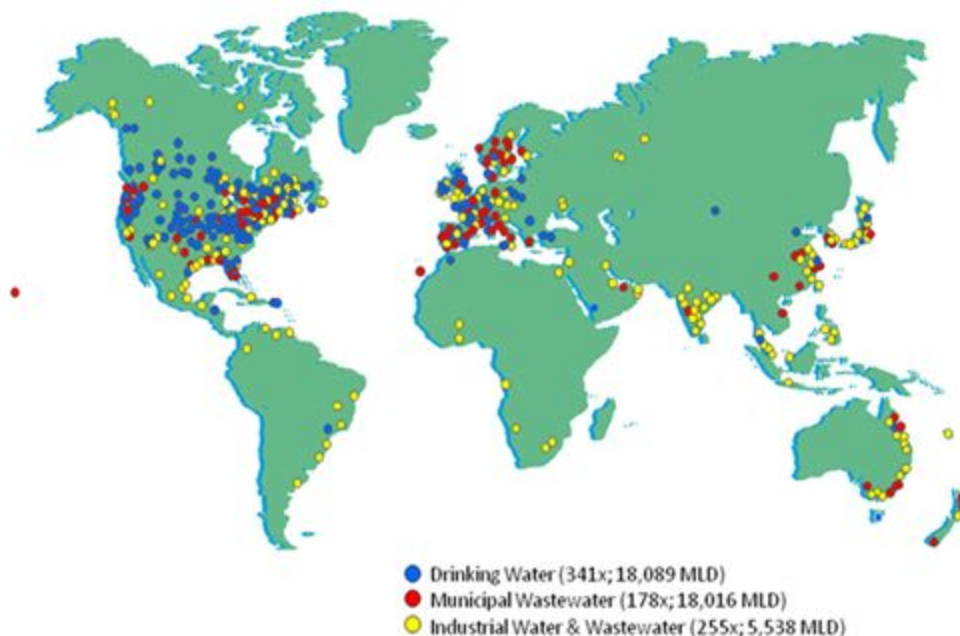
©2018 By Veolia Water Technologies, Inc. All Rights Reserved



## EXECUTIVE SUMMARY

Thank you for the opportunity to propose mobile water services to provide temporary treatment of your lagoon effluent for pretreatment of your upflow sand filters. We understand the current suspended solids loading is problematic to your filters. This proposal outlines our scope of work including our mobile Actiflo® TURBO ballasted clarification process for a **3 month contract**.

As the world's largest provider of water and environmental services, we are dedicated at providing innovative technologies focused on delivering solutions to our customers. Veolia develops and owns the patented Actiflo® TURBO technology, which is a high-rate ballasted clarification process. We have deployed over 1000 Actiflo installations globally for over 25 years. Actiflo applications have included clarification, softening, and / or metals removal of surface waters, well waters, wastewaters, and combined sewer overflow. In addition to the permanent installations around the globe, Veolia's Mobile Water Services (MWS) has deployed and operated a variety of services with Actiflo for all these applications mentioned. Veolia's portfolio and capabilities includes various business delivery models and technologies (physical - chemical, biological, and sludge management technologies), which those experiences we bring to support this temporary clarification project. The following is the global map of 1000+ Actiflo installations and application types.



Please let me know if you have any further questions at this time or how else we may support and expedite this process. We invite you to learn more about our mobile water clarification services at <http://www.veoliawatertech.com/our-expertise/mobile-water-treatment/>.



## DESIGN BASIS

- **ACTIFLO Clarifier Influent**

<input type="checkbox"/>	TSS	180 mg/l peak, 90 mg/l average
<input type="checkbox"/>	Oil & Grease	< 5 mg/l
<input type="checkbox"/>	pH	7.0 - 8.5 S.U.
<input type="checkbox"/>	Particles	< 1/4"
<input type="checkbox"/>	Temp	60 - 90 °F
<input type="checkbox"/>	Conductivity	< 500 µS
<input type="checkbox"/>	Chlorides	< 100 mg/l
<input type="checkbox"/>	Influent	20 - 40 psig
<input type="checkbox"/>	Flow	3.6 MGD peak, 3.0 MGD average

- **ACTIFLO Clarifier Effluent**

<input type="checkbox"/>	TSS Concentration	< 45 mg/l weekly average, < 30 mg/l monthly average
<input type="checkbox"/>	TSS Mass	< 2477 lbs/day weekly average, < 1651 lbs/day monthly average

- **Service Water** - Each mobile needs approximately 6 - 8 GPM per hydrocyclone (2 per trailer), 1 - 3 GPM as polymer post dilution, and 10 GPM (batch wise) to make down dry polymer

<input type="checkbox"/>	Pressure	60 - 80 psig
<input type="checkbox"/>	Temp	60 - 90 °F
<input type="checkbox"/>	pH	6.0 - 8.0 S.U.
<input type="checkbox"/>	Turbidity	< 1 NTU
<input type="checkbox"/>	Hardness	< 300 mg/l as CaCO <sub>3</sub>
<input type="checkbox"/>	Conductivity	< 1000 µS
<input type="checkbox"/>	Particles	< 100 microns
<input type="checkbox"/>	Bivalent Ions	< 1 mg/l (total)
<input type="checkbox"/>	Oxidants	< 0.5 mg/l (total)
<input type="checkbox"/>	H <sub>2</sub> S	< 0.01 mg/l
<input type="checkbox"/>	Bacteria	0 CFU
<input type="checkbox"/>	Total Chlorine	< 1.0 mg/l

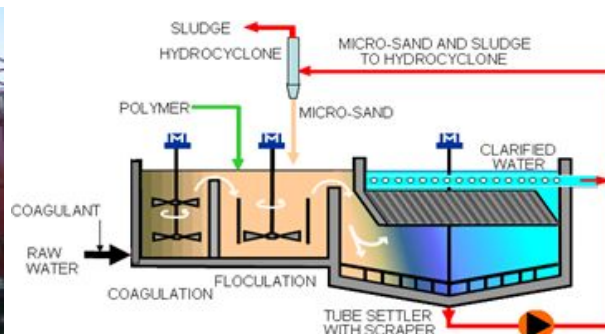


## CLARIFICATIONS

1. There are no client RFP documents or specifications that are factored into this proposal.
2. Use of Hydrex™ chemicals and supervised operations for performance guarantees.
3. Others will be responsible for operating ACTIFLO as recommended by VEOLIA.
4. VEOLIA recommends a bypass line on the ACTIFLO effluent to facilitate system startup(s).
5. Approximately 1 time per month, we recommend draining down the settling tank, visually watch scraper revolution (viewing from the grating), and low pressure wash down the lamella pack. This will require an approximately 1 hour downtime.
6. Overall available uptime is 98% or better.
7. It will be the responsibility of others to obtain any applicable permits and operator licenses. VEOLIA personnel are not licensed wastewater plant operators
8. Sludge wasting, via hydrocyclone overflow is approximately 60 GPM per hydrocyclone; high flow and/or high solids application will utilize both hydrocyclones.
9. Influent flow provide needs to be in excess of effluent desired in order to account to the sludge wasting.
10. It is assumed ACTIFLO clarified water effluent can gravity flow to a lower sump.
11. ACTIFLO sludge and gravity will drain via gravity sump or tank by others.
12. Client will provide appropriate stairs / decking
13. ACTIFLO is suitable for TSS and algae removal within the design guidelines provided; however, a sunshade and periodic biocide treatment may be required to mitigate algae growth in ACTIFLO such as the effluent laundry.



## MOBILE ACTIFLO® FOR TURBIDITY & SUSPENDED SOLIDS REDUCTION



- ❑ Actiflo® Turbo ACP2-40M – High Rate Sand Ballasted Packaged Clarifier
- ❑ Water Clarification, Suspended Solids & Metals Removal, and Cold Lime Softening
- ❑ River Water Clarification in excess of 1200 GPM
- ❑ Mobile Platform: Single Drop, Flat Bed; 48'L x 8.5'W x 13.5'H (19' to top of piping)
- ❑ Patented Turbomix® draft tube for enhanced flocculation
- ❑ Flocculant / dry polymer make-down and feed system with water heater
- ❑ Insulated and environmentally controlled container housing controls, polymer system, and lab sink
- ❑ NEMA 4X AB Compact Logix PLC with HMI
- ❑ Typical Connections (150 lb. Flange or Camlock)
  - ❑ Raw Water Inlet.....10" at 25 psig
  - ❑ Service (potable) Water Inlet.... .Various
  - ❑ Clarified Water Outlet.....14" at 9' head
  - ❑ Sludge Outlet.....One to two 3" at 9' head
- ❑ Power Requirement: 480 VAC/3 Phase/100 AMP
- ❑ Weight (approx): 45,000 lbs. dry / 135,000 lbs. wet





## SCOPE OF SUPPLY

### Rental Equipment

- Actiflo® Turbo Clarifier Trailer w/ flocculant prep and feed system

### Commissioning/Decommissioning

- Preparation**
  - Preparing the mobile for transit & long haul tractor coordination
- Set-up; Supervision & Technical Assistance with**
  - Placement and leveling of mobile
  - Mechanical and electrical connections
  - Stairs to CONEX
  - Non-caged ladder to top deck and top deck railing
  - Movement and placement of ship loose items
  - Hydrocyclones & overflow vents
  - Inlet spool piece; flow meter, automatic valve
  - Effluent spool piece (if included)
  - Filling tanks with service water and verification of motors and instrumentation
  - Loading of micro-sand
- Start-up & Commissioning**
  - Training to customer personnel of operations, controls, and log sheet documentation
  - Initial operations assistance & optimization (based on budget allowance)
- Clean up; Supervision & Technical Assistance with**
  - Removal of liquids, solids, chemicals, media, and other materials associated with the mobile (vac truck services by others)
  - Final wash down of mobile (pressure washing (if applicable) by others)
- Pack up; Supervision & Technical Assistance with**
  - Movement and placement of ship loose items
  - Mechanical and electrical connections

### Notes:

- It is the responsibility of the site to provide/hire the mechanical and electrical trades where applicable.



## COMMERCIAL OFFER

	Qty	Unit Price	Total
<b>Commissioning/Decommissioning 2 trailers, including</b> <ul style="list-style-type: none"> <li>Travel and living expenses to have one personnel onsite up to 8 hours per day for the 1st 20 days rental is onsite.</li> <li>Travel and living expenses to have one personnel onsite up to 8 hours per day for the last 4 days rental is onsite.</li> </ul>	1	\$68,500	\$68,500
<b>Rental Equipment - 3 month contract</b> <ul style="list-style-type: none"> <li>2 ACTIFLO trailers</li> </ul>	3 months	\$35,000 / month / unit (total, 2 units)	\$210,000
<b>Hydrex™ Microsand</b> <ul style="list-style-type: none"> <li>Estimates (1000 lbs. Initial load, then 15 lb/day/hydrocyclone)</li> </ul>	4 pallets	\$880 / pallet (40 x 50 lbs bags), FOB jobsite	\$3,520
<b>Hydrex Flocculant - Option No. 1</b> <ul style="list-style-type: none"> <li>6331 - Cationic, 55 lb. bags</li> </ul>	18 bags (1st fill)	\$4.95 / lb. (18 bags minimum for FOB jobsite)	\$4,900.50
<b>Hydrex Flocculant - Option No. 2</b> <ul style="list-style-type: none"> <li>6161 - Anionic, 55 lb. bags</li> </ul>	18 bags (1st fill)	\$3.95 / lb. (18 bags minimum for FOB jobsite)	\$3,910.50
<b>Supervision / Project Manager</b> <ul style="list-style-type: none"> <li>Onsite &amp; travel time beyond budgeted <ul style="list-style-type: none"> <li>(rate subject to annual CPI index increases)</li> </ul> </li> </ul>	As needed	\$145 / hr meals per diem travel & living expense at cost +15%	TBD

The rental does not include freight, consumables, operations, and other items and services listed as by others and/or priced separately.

- VEOLIA will need to have receipt of the following to secure assets and begin project execution:
  - Fully funded PO(s)
  - Signed VEOLIA Mobile Services Agreement (T&Cs)
  - Security deposit equal to 1 month rent
  - Commissioning/Decommissioning Fee
- 1st month rent will be invoiced PO acceptance
- Rental period includes transit time
- Hydrex™ and consumables will be billed at shipment
- All invoices will be net 30 days





- ❑ All prices are in US dollars and are budgetary
- ❑ Freight will be billed at cost plus 15%
- ❑ Additional onsite beyond above is available per the Veolia Field Services Policy
- ❑ Chemical prices subject to market fluctuations

We currently estimate ACTIFLO shipment from our yard in Houston approximately 2 - 3 business days for the 1st trailer, and 5 - 7 business days for the 2nd trailer after receipt of PO, signed rental agreement, and initial funds.

- Microsand is typically a 2 week lead time, except delivery of first fill is 1 week.
- Dry flocculant is 4 - 6 week lead time, except delivery of first fill is 1 week.

In the mobile market with its inherent supply and demand volatility, availability, lead times, and prices are subject to change outside of contracted rental periods. We will do our best to have open lines of communication in such matters.



## BY OTHERS / RESPONSIBILITY OF SITE

1. Coagulant and pH (acid/caustic) feed and control systems
2. Sludge handling, sludge dewatering, and disposal
3. Utilities such as electricity, service / potable water, heating
4. Consumables
5. Tie point connections to mobile and/or ship loose equipment and
6. Interconnecting piping and electrical between mobiles, and satellite equipment
7. PLC modifications or customization
8. Analytical or laboratory testing
9. Pumps and collection tanks for feedwater, clarified water, or waste stream forwarding
10. Freeze protection (if needed); insulation and heat tracing of interconnecting hoses/piping. Any additional weatherproof / heated enclosures of mobiles.
11. All construction work associated with installation. This includes, but is not limited to civil, structural, foundation, buildings, mechanical, and electrical, site preparation, roadways, final grading / landscaping, disposal of excavated materials, rigging, scaffolding, stairs, tow motor, forklift, ancillary power generation, and plant air supply
12. Suitable site to set up the equipment. The site needs to be level and able to support the weight of the mobile plants and any other equipment necessary for their operation or maintenance
13. Permits
14. Safety showers, eyewash stations and water for such
15. Disposal of the remaining volumes of sand, chemicals, and sludge at demobilization (return is not available for unused products)
16. Ensure the proper chemical storage, containment, safety and temperature control of onsite chemicals and consumables
17. Sales taxes, goods and service tax, duties, tariffs, import/export fees/duties and freight
18. Inlet strainer if necessary to prevent particles ¼" and larger from entering system
19. Replacement spare parts outside of "normal wear and tear"
20. Air (for AOD pumps if applicable)
21. Supply of fork truck and/or tow motor to offload/setup equipment and move around consumables
22. Containment (spill) mats for equipment and chemical feed as required by site
23. Relocation / re-mobilization of equipment within facility
24. Portable toilets
25. Caged ladders
26. Check valves to from trailer where needed

We are open to discuss which items not yet budgeted. VEOLIA can provide and/or assist with support/supervision at cost plus if desired.



## **PROPRIETARY NOTICE**

This proposal contains information and intellectual property that belongs to VEOLIA. The information, concepts and data contained in this proposal shall not be disclosed except for the express purpose of bid evaluation and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. If a contract is awarded to Veolia as a result of or in connection with the submission of this data, Buyer shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit Buyer's right to use information contained in this proposal if it is obtained from another source without restriction

## **END OF DOCUMENT**


<b>Professional Services Agreement Cost Breakdown</b>				
<b>Pilot Process - Removal of Total Suspended Solids at Wastewater Treatment Plant</b>				
	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
Commissioning/Decommissioning	1	each	68,500.00	68,500.00
Rental Equipment - 2 trailers	4	month	70,000.00	280,000.00
Hydrex Microsand	5	pallet	880.00	4,400.00
Hydrex Flocculant - Option No. 1	55	bag	272.25	14,973.75
Hydrex Flocculant - Option No. 2	82	bag	217.25	17,814.50
Supervision/Project Management	1	each	10,000.00	10,000.00
Freight	1	each	22,000.00	<u>22,000.00</u>
Subtotal				417,688.25
Sales Tax @ 9.3%				38,845.01
<b>TOTAL PILOT COST</b>				<b>456,533.26</b>

# *Index #10*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: July 8, 2019**

<b>AGENDA ITEM:</b>	
Agreement with Snohomish County PUD for Delta Avenue Utility Undergrounding	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Jeff Laycock, City Engineer	
<b>DEPARTMENT:</b>	
Engineering	
<b>ATTACHMENTS:</b>	
PUD Customer Service Contract PUD Estimate	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
00100025.562000.1837	\$393,920.00
<b>SUMMARY:</b>	
<p>As part of the Civic Campus Project, City staff have coordinated with Snohomish County PUD staff to develop a plan to relocate overhead power to underground along the frontage of Delta Avenue between 5<sup>th</sup> Street and 8<sup>th</sup> Street and to provide service for the new civic facilities. Converting the existing overhead system to an underground system is required by City development standards and will enhance the appearance of the corridor. As part of the agreement, the City will reimburse PUD for costs necessary to convert the utilities from overhead to underground, in accordance with RCW 35.99.060(3b). The PUD will invoice the City based on actual time and materials to complete the work. The PUD has estimated the cost of utility undergrounding at \$352,580.00 and the cost of new service at \$41,340.00. The attached customer service contract will authorize PUD to proceed with the undergrounding work, in advanced of construction of the civic campus. The service will be added during site work associated with construction of the civic facilities.</p>	

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign and execute the customer service contract with Snohomish County PUD to underground power along Delta Avenue as part of the Civic Campus Project.



Public Utility District No. 1 of Snohomish County
CUSTOMER SERVICE CONTRACT

1474 REV 5/16

Date: 6-26-19

Describe work location and work to be performed: Marysville Civic Center project: 501 Delta Ave, Marysville, WA 98270. New underground service to the Marysville Civic Center and undergrounding of existing overhead facilities along Delta Ave from 5th St through 8th St. PUD or its contractors to bore conduit for primary underground, install all vaults, pull all cable and make all connections. Design includes replacement/relocation of 3 poles, removal of 7 poles, reframing of 4 poles, installation of 1 guy stub, removal of existing OH conductor, installation of 1 padmount transformer and 1 secondary cabinet.

CUSTOMER AUTHORIZATION and COMMITMENT: I authorize Public Utility District No. 1 of Snohomish County (the "District") to perform the work described above and agree to pay the estimated amount within 15 days from the date of this contract and prior to the District scheduling any work to be performed. I understand that the District estimated amount is subject to the following conditions: expiration 6 months after the date in the upper right-hand corner of this contract; PUD construction starting within six months of that same date; PUD construction performed in one set period of time and not broken into phases at my, my agent's or my contractor's request. If any of these conditions are not met, the PUD reserves the right to provide a new estimated amount. I understand that other assumptions for the cost estimate are in the attached customer letter. I agree to pay the new estimated amount and/or any cost increases occurring because the above stated conditions could not be met. I agree to Time and Materials as the basis for the District's charges, I also agree to pay any actual costs of construction that are greater than the Estimated Amount within 30 days from the date of the District's invoice. If I fail to make such payment, the District may assign my debt to a collection agency and a collection agency fee will be added to the amount of the debt assigned, as authorized by Section 19.16.500 of the Revised Code of Washington. If suit is brought, I promise to pay, in addition to the collection agency fee, a reasonable attorney fee and court costs. This contract shall be governed by the laws of the State of Washington with venue of any litigation in Everett, Snohomish County, Washington.

Estimated Amount: \$352,580.00

Less Engineering Deposit: \$5,000.00

Date Paid: 2-6-19

Receipt # 1800021332

Balance: \$ 347,580.00

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

Receipt # \_\_\_\_\_

BILLING INSTRUCTIONS:

Time and Materials (actual costs): When all job costs have been accumulated, refund or invoice the customer any differential between the actual and estimated costs.

CUSTOMER INFORMATION:

Charge to: City of Marysville

Authorization (P. O. Number)

Address: 1049 State Ave

Authorized by:

City/State/Zip: Marysville, WA 98270

Print Name & Title:

Attention: Jeff Laycock

Telephone Number:

DISTRICT APPROVALS:

Requested by: Debra Lawson, Engineer DES

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

Approved by: Mark Flury, Mgr Distribution Engineering Services

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

WORK ORDER: 100041599

OPERATION: 0030/0060

CONTRACT NUMBER: 40006448

Distribution:
\* 1 Original to General Accounting
\* 2nd Original to Customer after District signature and approval



Mail Remittance to: PO Box 1100 Everett, WA 98206  
 ATTN: Debra Lawson (425) 783 4414 Operations (O2)

ACCOUNT # 30001107 501 DELTA AVE  
 30001107

**CITY OF MARYSVILLE**  
**1049 STATE AVE**  
**MARYSVILLE, WA 98270**

**QUOTE**

DATE	EXPIRES
6/25/2019	9/23/2019

AMOUNT OF QUOTE

**\$388,920.00**

Return this statement with cash or check payment

ACCOUNT #	CONTRACT #	QUOTE DATE	EXPIRES	CONNECT #	PROPERTY
30001107	40006448	6/25/2019	9/23/2019	TBD	501 DELTA AVE
CITY OF MARYSVILLE					
New UG Work					

**DESIGNER INFORMATION**

Debra Lawson (425) 783 4414 Operations (O2)

**Notes:**

NEW SERVICE TO CIVIC CENTER & UNDERGROUNDING ALONG DELTA AVE 5TH ST TO 8TH ST


WORK ORDER #	SALES ORDER #	DESCRIPTION	QTY	UNIT COST	TOTAL
AMPFE1719457	SOE3070	Meter & Transformer Fee 480v Three Phase	3000	13.78	41,340.00
<b>Subtotal</b>					<b>41,340.00</b>
100041599	700025166	<b>CIVIC CENTER SERVICE &amp; UNDERGROUNDING</b>	1		365,080.00
				Crew Labor	89,946.00
				Materials/Coded Stock	66,028.00
				Vehicle and Transportation	51,511.00
				Engineering	14,482.00
				Contract Services	97,438.00
				Admin and General Overhead	45,675.00
				CREDIT FOR POLE RELOCATION ON 8TH	(12,500.00)
<b>Subtotal</b>					<b>352,580.00</b>
				DEPOSIT	(5,000.00)
<b>Total</b>					<b>388,920.00</b>



# *Index #11*

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

**CITY COUNCIL MEETING DATE: July 8, 2019**

<b>AGENDA ITEM:</b>	
Professional Services Agreement with Transportation Solutions, Inc. for Engineering Design Services for 2019 Citywide Highway Safety Improvement Project	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Kyle Hays, Project Engineer	
<b>DEPARTMENT:</b>	
Engineering	
<b>ATTACHMENTS:</b>	
Professional Services Agreement	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
30500030.563000, R1901	\$112,800.00
<b>SUMMARY:</b>	
<p>At the May 13, 2019 Council meeting, the Council approved the Local Agency Funding Agreement with WSDOT for the 2019 Citywide Highway Safety Improvement Project. This project will 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>Staff advertised and solicited proposals from interested consultants to provide Engineering Design Services for this project. The City received proposals from four firms, and held interviews with three firms: Gray and Osborne, 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 Engineering Design Services for the project through design, permitting, right-of-way acquisition and bidding. It is in staff's opinion that the negotiated scope and fee of \$112,800.00 is fair and consistent with industry standard, and is in accordance with all required federal regulations. It is anticipated that the grant will cover \$101,520 of the design for this project, requiring \$11,280 in City fund (10% of the cost is required to be paid by the City as a condition to receive this Federal funding source.)</p>	

<p><b>RECOMMENDED ACTION:</b> Staff recommends that Council authorize the Mayor to sign and execute a Professional Services Agreement for Engineering Design Services for the 2019 Citywide Highway Safety Improvement Project with Transportation Solutions, Inc. in the amount of \$112,800.00</p>
--

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

Agreement Number:

Firm/Organization Legal Name (do not use dba's): Transportation Solutions, Inc.		
Address 8250 165th Ave NE, #100, Redmond WA98052-6628	Federal Aid Number	
UBI Number 601-007-924	Federal TIN or SSN Number 91-1383114	
Execution Date 7/9/2019	Completion Date 12/31/2020	
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title 2019 Citywide HSIP - Various Locations (City Project # R1901)		
Description of Work  The project will use Consultant services for Design and Right of Way for the following: 1) Signal modifications at the intersections of 64th St NE (SR 528) & 60th Dr NE and 64th St NE (SR 528) & 67th Ave NE to provide for left turn and one right turn flashing yellow arrow (FYA) signal operations; 2) Installation of speed radar warning signs at 64th St NE (SR 528) near 65th Dr NE; 3) Installation of advanced westbound signalized approach beacons/signage on 64th St NE (SR 528) to warn drivers approaching the intersection of 67th Ave NE to "be prepared to stop when flashing"; 4) Installation of pedestrian-actuated rectangular rapid flashing beacons (RRFB), new sidewalk and upgrade of ADA curb ramps at the intersection of 100th St NE & 59th Dr NE, and 5) Installation of high friction surface treatment and speed radar warning signs along the 14000 block of Smokey Point Blvd.		
<input type="checkbox"/> Yes	<input type="checkbox"/> No DBE Participation	Total Amount Authorized:
<input type="checkbox"/> Yes	<input type="checkbox"/> No MBE Participation	Management Reserve Fund:
<input type="checkbox"/> Yes	<input type="checkbox"/> No WBE Participation	Maximum Amount Payable:
<input type="checkbox"/> Yes	<input type="checkbox"/> No SBE Participation	

## Index of Exhibits

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

Agreement Number:

Item 11 - 2

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

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

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

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

## **I. General Description of Work**

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

## **II. General Scope of Work**

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

## **III. General Requirements**

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

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

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

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

In the absents of a mandatory UDBE, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

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

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

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

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

**If to AGENCY:**

Name: Kyle Hays  
 Agency: City of Marysville  
 Address: 80 Columbia Avenue  
 City: Marysville State: WA Zip: 98270  
 Email: khays@marysville.gov  
 Phone: (360) 363-8273  
 Facsimile:

**If to CONSULTANT:**

Name: Victor Salemann  
 Agency: Transportation Solutions, Inc  
 Address: 8250 - 165th Avenue NE  
 City: Marysville State: WA Zip: 98052  
 Email: victors@tsinw.com  
 Phone: (425) 883-4134  
 Facsimile: (425) 867-0898

#### **IV. Time for Beginning and Completion**

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

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

## V. Payment Provisions

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

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: [ConsultantRates@wsdot.wa.gov](mailto:ConsultantRates@wsdot.wa.gov).

Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

Agreement Number:

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

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

Agreement Number:

Item 11 - 6

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

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

## VI. Sub-Contracting

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

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

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

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

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

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

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

## VII. Employment and Organizational Conflict of Interest

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

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



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

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

## VIII. Nondiscrimination

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

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

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

## IX. Termination of Agreement

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

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

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

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

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

Agreement Number:

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

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

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

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

## **X. Changes of Work**

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

## **XI. Disputes**

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

## **XII. Legal Relations**

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

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

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

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

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

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

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

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

#### Insurance Coverage

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

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

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

Name: Kyle Hays  
 Agency: City of Marysville  
 Address: 80 Columbia Avenue  
 City: Marysville State: WA Zip: 98270  
 Email: khays@marysville.gov  
 Phone: (360) 363-8273  
 Facsimile:

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

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

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

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

### **XIII. Extra Work**

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

### **XIV. Endorsement of Plans**

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

### **XV. Federal Review**

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

### **XVI. Certification of the Consultant and the Agency**

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

## **XVII. Complete Agreement**

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

## **XVIII. Execution and Acceptance**

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

## **XIX. Protection of Confidential Information**

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

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

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

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

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

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

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

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

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

## **XX. Records Maintenance**

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

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

Agreement Number:

Item 11 - 14

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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



**Exhibit A**  
**Scope of Work**

---

Project No.

See Attachment

Agreement Number:

Item 11 - 16

## EXHIBIT A - SCOPE OF WORK

### Project Sponsor

City of Marysville  
2019 Citywide HSIP – Various Locations  
City Project ID # R1901

### Project Description

The CITY has received a federal grant for Local Road Safety under the Highway Safety Improvement Program (HSIP). The project improvements will include the following.

- Signal modifications at the intersections of 64<sup>th</sup> St NE (SR 528) & 60<sup>th</sup> Dr NE and 64<sup>th</sup> St NE (SR 528) & 67<sup>th</sup> Ave NE to provide for left turn and one right turn flashing yellow arrow (FYA) signal operations.
- Installation of speed radar warning signs at 64<sup>th</sup> St NE (SR 528) near 65<sup>th</sup> Dr NE.
- Installation of advanced westbound signalized approach beacons/signage on 64<sup>th</sup> St NE (SR 528) to warn drivers approaching the intersection of 67<sup>th</sup> Ave NE to “be prepared to stop when flashing”.
- Installation of pedestrian-actuated rectangular rapid flashing beacons (RRFB), new sidewalk and upgrade of ADA curb ramps at the intersection of 100<sup>th</sup> St NE & 59<sup>th</sup> Dr NE.
- Installation of high friction surface treatment and speed radar warning signs along the 14000 block of Smokey Point Blvd.

The CITY plans to start design in July 2019 and have the project ready for construction in the spring of 2020.

The CONSULTANT has formed a team of highly qualified professionals with skills and experience to provide design engineering including; traffic signals, traffic analysis, roadway, storm drainage, surveying, environmental documentation, and local, state, and federal approvals and permits necessary to prepare plans, specifications and estimates; and construction management, construction engineering and inspection services for this project.





### CITY Provided Data and Information

The following information will be provided by the CITY, as available. This is not intended to be an exhaustive list:

- Roadway and utility as-built drawings
- Geotechnical data, boring logs, and as-built drawings showing geotechnical information for signal poles
- Intersection Roadway Plans/Channelization Plans
- Signal pole design sheets
- Any available recent ADT data at the project signalized intersections
- Crash data
- Grant application
- City Survey Datum
- Existing right-of-way and/or plat maps for the project area

### Assumptions and Limitations

A single PS&E package will be developed to include the design of all upgrades. Bid schedules may be used to separate types of work that match available project funding. Common specifications will be used for all work. Plans will be as simple as possible to convey the work required and may include schematic depictions of work, annotated as-built drawings, rely upon field survey data as well as CITY provided GIS information, annotated aerial photos, annotated channelization plans, or simple sketches. Required survey will be provided by the CONSULTANT.

### Design Documents

#### Plans

Plan sheets will be by 11" x 17" in .pdf format.

Annotated Base Drawing with Construction Notes, Traffic Control Plans.

#### Specifications

8" x 11 ½" in .pdf format.

For 60% review submittal, the specifications will include all anticipated WSDOT format specifications.

For 90% review submittal and 100% bid package, the specifications will include all Project Manual Sections.

#### Estimates

8" x 11 ½" in .pdf format.

Bid Schedules, if any, Specification Number, Bid Item Name, Quantity, Estimated Unit Cost, Estimated Cost.

#### Bid Package

1 printed set of the Plans, Specifications, and Estimates.

1 Electronic copy of the Plans, Specifications, and Estimates in .pdf format.

### Publications and Design Reference Manuals

Current (as of the date of execution of the agreement) versions of the following publications and manuals will be applicable when specifically cited in the CITY Road Standards or when required by state or federal funding authorities:

- Washington State Department of Transportation/American Public Works Association (WSDOT), Standard Specifications for Road, Bridge, and Municipal Construction (M41- 10), 2018 edition, as amended
- Local Agency General Special Provisions
- WSDOT/APWA, Standard Plans for Road, Bridge, and Municipal Construction, (M21-01)
- AASHTO (A Policy on Geometric Design of Highways and Streets)
- CITY's Public Works Standards
- MUTCD as revised by Washington State
- LAG Manual

### Acronyms

City of Marysville (CITY)  
 Washington State Department of Transportation (WSDOT)  
 Transportation Solutions, Inc. (TSI) (CONSULTANT)  
 Americans with Disability Act (ADA)  
 Skillings Connolly Inc (SK)  
 Contract Land Staff (CLS)

### Schedule and Key Milestones

The schedule assumes that work will start in mid-August, once notice to proceed is granted, with the goal for getting the project out to bid by March 2020.

<b>Task No.</b>	<b>Task Name</b>	<b>Duration</b>
Task 1.0	Project Management	On-Going
Task 2.0	Data Collection, As Built Review, Field Review	4 weeks
Task 3.0	Surveying and Base Mapping	6 weeks
Task 4.0	Prepare 60% Review Submittal	6 weeks
Task 5.0	Prepare 90% Review Submittal	8 weeks
Task 6.0	Prepare Environmental Documentation/Permits	12 weeks
Task 7.0	Right-of-Way Acquisition	4 to 6 months
Task 8.0	Prepare 100% Bid Package	12 weeks (Feb 21, 2019)
Task 9.0	Bid Support	3 weeks

### **TASK 1.0 - Project Management**

Project Management shall include work effort necessary to 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; provide quality control in-house through peer review and principal quality checks. Coordination with the project team will include:

- a. Executing and administering agreements.
- b. Disseminating applicable and pertinent information to each of the team members in a timely manner.
- c. Ensuring that effective QA/QC procedures are completed.
- d. Providing guidance as necessary to ensure that the project objectives and schedule milestones are met.

CONSULTANT shall submit a single monthly invoice, which will include the billing requests from subconsultants and/or vendors.

Assumptions: CONSULTANT billing cycle starts on the 16<sup>th</sup> of a current month, and closes through the 15<sup>th</sup> of the following month. Subconsultants and/or vendors may not follow the same cycle, however their invoices will be on the next available CONSULTANT billing cycle. The project schedule will be in Excel. Meetings will be by phone unless otherwise stated.

Deliverables: Monthly status report with progress invoice billing statement; Meeting minutes; Project schedule tracking/updates.

### **TASK 2.0 - Data Collection, As Built Record Review, Field Inspection Review**

Data collection will provide the primary basis for analysis and design. Work effort will include obtaining and reviewing CITY provided as built records and CITY provided data and mapping; field data gathering, and inspection will provide information for analysis and design.

TSI will coordinate with the Skillings Connolly on the request and process of data and information.

- 2.1 Review Grant Application Data/Information
- 2.2 As Built Record Review
- 2.3 Existing Aerial Mapping/GIS Shape files/ Review
- 2.4 Existing ADA Field Inspection/Review
- 2.5 Existing Signal System Field Inspection/Review

Assumptions: CITY will provide requested data, if available, within two (2) weeks of the request by the CONSULTANT.

Deliverables: Summary memorandum of findings to be included with in a Basis of Design Technical Memorandum.

### **TASK 3.0 - Surveying and Base Mapping**

The CONSULTANT shall perform necessary field topographic surveying and utilize CITY provided GIS and as built data to prepare a base map for the design of the improvements. Surveying shall include topographic survey of each intersection corner, and all traffic signal equipment. The survey shall identify underground utilities. The results of the survey shall be presented in a base map used for design. Field surveying will obtain detailed existing topographic information of street intersection features such as controller cabinets, sidewalks, expansion joints, ADA ramps, pole bases, utility valve boxes, and other surface facilities within the project limits. Field surveying will include:

- Research existing survey control in the project areas, if not provided.
- Survey area of signal modifications on 64th St NE & 60th Dr NE.
- Survey area of signal modifications on 64th St NE & 67th Dr NE.
- Survey area of speed radar warning signs at 64th St NE near 65th Dr NE.
- Survey existing curb ramps at the intersection of 100th St NE & 59th Dr NE.
- Draft AutoCAD base maps.
- QA/QC survey data & base maps.

Surveying shall be performed by Skillings Connolly as a subconsultant to TSI.

#### Assumptions:

- Curb ramp survey will extend 5' beyond the back of walk, and 25' in each direction from the curve return of the existing ramp. Mapping will consist of curb and gutter, sidewalk panels and other applicable items as deemed necessary to design an ADA Ramp.
- CONSULTANT will prepare one (1) Right-of-Way of Exhibit that is assumed to be sufficient for the Right of Way Plan and one (1) legal description for the acquisition of land from one (1) property owner for purposes of installing advanced warning poles, foundations, trenches for conduits, and construction easements.
- Horizontal and Vertical survey control will be determined by the SUBCONSULTANT, unless The CONSULTANT provides existing control information.
- Plans/Base Maps will follow SUBCONSULTANT's AutoCAD standards.

Deliverables: Base Mapping will be in prepared in AutoCAD 2019. The CONSULTANT will submit an electronic copy of the project base maps and sheet layouts.

### **TASK 4.0 – Prepare 60% Review Submittal**

CONSULTANT shall prepare 60% review submittal using industry standard practices, coordination and input from the CITY, and engineering professional judgement. The plan will identify potential utility conflicts, approximate limits of right-of-way, placement of advanced warning sign poles, trenching limits for power and communication conduits, true scale of

junction box location and installation limits, proposed signal mast arm placement of equipment, and ADA curb ramp revisions assuming maximum extent feasible design limits for compliance. Approximate limits of the high friction surface treatment will be mapped. All elements of the design will be based on the field surveying and base mapping.

- 4.1 Signal modifications at the intersections of 64<sup>th</sup> St NE (SR 528) & 60<sup>th</sup> Dr NE and 64<sup>th</sup> St NE (SR 528) & 67<sup>th</sup> Ave NE to provide for left turn and one right turn flashing yellow arrow (FYA) signal operations.
- 4.2 Installation of speed radar warning signs at 64<sup>th</sup> St NE (SR 528) near 65<sup>th</sup> Dr NE.
- 4.3 Installation of advanced westbound signalized approach beacons/signage on 64<sup>th</sup> St NE (SR 528) to warn drivers approaching the intersection of 67<sup>th</sup> Ave NE to “be prepared to stop when flashing”.
- 4.4 Installation of pedestrian-actuated rectangular rapid flashing beacons (RRFB), new sidewalk and upgrade of ADA curb ramps at the intersection of 100<sup>th</sup> St NE & 59<sup>th</sup> Dr NE.
- 4.5 Installation of high friction surface treatment and speed radar warning signs along the 14000 block of Smokey Point Blvd.

Assumptions:

- HFST will be install along the 14000 block of Smokey Point Blvd.
- The SUBCONSULTANT specifications, plans, and estimate will be included in a full PS&E package developed by the CONSULTANT.
- The team will agree on HFST limits at the project kickoff meeting.
- CITY shall review and provide comments within 2 weeks of submittal.

Subtasks:

1. Attend the onsite project kickoff meeting and mark location for HFST.
2. Progress design to the 60% level and provide plans, specifications and engineer’s estimate of probable cost to construct.
3. Review, and respond to CITY comments to 60% design review submittal.

Assumptions: CITY shall review and provide comments within 2 weeks of submittal.

Deliverables: Electronic copy of the plan set in .pdf format.

**TASK 5.0 - Prepare 90% Review Submittal**

The CONSULTANT will prepare a 90% review submittal and will meet with the CITY to obtain their review and input. PS&E will include the progress of the 90% design and preparation of a basic construction bid package.

TSI and Skillings Connolly will collaborate on this task. TSI and Skillings Connolly to provide QA/QC support.



- 5.1 Signal modifications at the intersections of 64<sup>th</sup> St NE (SR 528) & 60<sup>th</sup> Dr NE and 64<sup>th</sup> St NE (SR 528) & 67<sup>th</sup> Ave NE to provide for left turn and one right turn flashing yellow arrow (FYA) signal operations.
- 5.2 Installation of speed radar warning signs at 64<sup>th</sup> St NE (SR 528) near 65<sup>th</sup> Dr NE.
- 5.3 Installation of advanced westbound signalized approach beacons/signage on 64<sup>th</sup> St NE (SR 528) to warn drivers approaching the intersection of 67<sup>th</sup> Ave NE to “be prepared to stop when flashing”.
- 5.4 Installation of pedestrian-actuated rectangular rapid flashing beacons (RRFB), new sidewalk and upgrade of ADA curb ramps at the intersection of 100<sup>th</sup> St NE & 59<sup>th</sup> Dr NE.
- 5.5 Installation of high friction surface treatment and speed radar warning signs along the 14000 block of Smokey Point Blvd.

Assumptions: Prepare for and attend one (1) Project Team PS&E review meeting. CITY will review the 90% review submittal and provide comments with three (3) weeks of submittal.

Deliverables: One (1) electronic copy of 90% submittal review in .pdf format.

#### **TASK 6.0 - Prepare Environmental Documentation and Permits**

The CONSULTANT will prepare environmental documentation for NEPA and SEPA permits. NEPA/SEPA documentation will be prepared consistent with WSDOT's Environmental Procedures Manual, Environmental Classification Summary (ECS) Guidebook, and the Local Agency Guidelines Manual.

Skillings Connolly will lead this task with support from TSI.

Environmental documentation via a draft NEPA Categorical Exclusion Document will be developed for CITY review. This document will include all environmental data developed specific to the Concept Design Layout.

Assumptions:

- This Task provides environmental documentation for the project. Documents may need to be revised at a later stage in the design to reflect final design conditions. These DRAFT documents will be prepared:
  - NEPA Checklist (NEPA Categorical Exclusion Document).
  - SEPA Checklist will be required; City will be SEPA Lead Agency.
  - Appropriate discipline reports for the NEPA Categorical Exclusion Document.
  - Wetland reconnaissance, stream and jurisdictional ditch delineation and mitigation plan, if needed.
- No critical area impacts assumed, therefore a JARPA and HPA is not required.
- NEPA documentation is expected to be a Documented Categorical Exclusion (DCE).
- NEPA documentation will satisfy City of Marysville SEPA requirements.
- Cultural resources baseline review will be conducted.

Deliverables:

- Area of Potential Effect Technical Memorandum
- Section 106 Cultural Resources baseline Technical Memorandum
- SEPA Checklist
- No Effect Letter (Biological Evaluation)
- NEPA Categorical Exclusion Document

**Task 6.1 – Area of Potential Effects (APE)**

The area of potential effects (APE) will be determined based on the Concept Design Layout. It defines the area where ground may be disturbed during construction; in this case right-of-way line to right-of-way line plus any needed temporary construction easements for intersection and driveway connections and sidewalk improvements.

The APE and a Work Plan will be submitted to WSDOT for their review and consultation with the Washington State Department of Archeological and Historic Preservation (DAHP). Approval of the APE and Work Plan will determine the area to be investigated under Section 106 of the National Historic Preservation Act for cultural resources.

No ground penetrating efforts may be completed until the APE is approved, including Section 106 shovel probes or geotechnical borings.

Assumptions:

- The initial widening layout will be sufficient to define the APE.
- Construction activities identified in this scope of work fall under exemption criteria referenced in the WSDOT Section 106 Exemptions, Appendix items:
  - ✓ A-1 (Activities associated with resurfacing streets that “do not include ground disturbance or is within the demonstrated vertical and horizontal limits of the previous disturbance”).
  - ✓ A-20 (Activities associated with pedestrian lanes, paths and related facilities that “do not include ground disturbance or is within the demonstrated vertical and horizontal limits of the previous disturbance”).
  - ✓ A-36 (Activities designed to support transportation safety, security and accessibility).

Subtasks:

1. Submit the APE to WSDOT Local Programs for consultation with DAHP
2. Provide sufficient documentation of how the APE was defined
3. Respond to WSDOT/DAHP questions

Deliverables:

- APE Review Memorandum

## Task 6.2 – State Environmental Policy Act (SEPA)

### Assumptions:

- The CITY requires a SEPA checklist be submitted for public review, per the Washington State Environmental Policy Act. A 45-day review process is required.
- Preliminary Designs and all environmental documentation will be utilized as accompanying exhibits for the final SEPA checklist package.
- The SEPA Determination of Non-Significance (DNS) is required for final approval for all final permitting.

### Subtasks:

1. CONSULTANT will complete the SEPA checklist process per the requirements set forth by the CITY.
2. CONSULTANT will submit the SEPA checklist with all required exhibits to the CITY for review.

### Deliverables:

- Completed SEPA checklist package.
- Submittal to the City for final review.

## Task 6.3 – Biological Assessment (BA)

The Endangered Species Act (ESA) requires that individuals and projects avoid “take” of listed endangered and threatened species and their protected habitats. If a project has a federal nexus (the project receives federal funding, a federal permit, or occurs on federal land) and has an effect on a listed species or habitat, the project must meet the requirements of Section 7 of the act and complete an ESA consultation. Consultation may occur with either National Oceanic and Atmospheric Administration (NOAA) Fisheries or the U.S. Fish and Wildlife Service (USFWS).

For projects that result in a no effect determination and require minimal documentation, such as projects with no new impervious surface, no species use of the action area, or no potential indirect effects, use of a short (2-4 pages) letter format will be prepared.

### Assumptions:

- Due to Federal Funding an ESA consultation is required. A BA must be completed with Section 7(a) of the Endangered Species Act.
- A BA is needed to accompany the required documentation for submittal with the NEPA.
- The BA will be completed to WSDOT standards by a Certified WSDOT Senior Author.
- Concept Design Layouts will be utilized as an exhibit within the final BA.

### Subtask:

1. CONSULTANT will complete a site visit to document existing conditions required for the BA.
2. CONSULTANT will reference IPaC and PHS Listed Species in order to compile an up to date species list.
3. CONSULTANT will make a species impact determination.

4. CONSULTANT will complete a final BA report to accompany all permitting applications.

Deliverable:

- Completed Biological Assessment.

#### **Task 6.4 – NEPA Categorical Exclusion**

The NEPA CE will be based on the Concept Design Layout. It defines the area where ground may be disturbed during construction; in this case right-of-way line to right-of-way line plus any needed temporary construction easements for intersection and driveway connections and sidewalk improvements. The NEPA CE will be submitted to the City for their review.

Assumptions:

- The Concept Design Layout will be sufficient to develop the NEPA CE document.

Subtasks:

1. Submit the NEPA CE to the CITY for review.
2. Provide sufficient documentation of how the NEPA CE was defined.
3. Respond to CITY questions.

Deliverables:

- NEPA CE document.

#### **TASK 7.0 – Right-of-Way Acquisition**

The CONSULTANT will assist the CITY in obtaining right of way for a signal advanced warning sign and conduit from one (1) parcel. The work effort will be led by Contract Land Staff with support from TSI. This task will include the following:

- Obtain on behalf of the CITY, preliminary title commitments.
- Title analysis – Prepare list of title exceptions to be cleared.
- Prepare Administrative Offer Summary (AOS) reports for one parcel that meets the threshold for AOS, should appraisal not be required. If formal appraisal is required, CITY will contract directly with appraisal firms.
- Draft all real estate documents based on format approved by CITY.
- Perform landowner contact and all negotiations to acquire real property, to standards required by the CITY, WSDOT LAG Manual, RCO or any other grant funding requirements.
- Close out files and certify real estate, as may be required by funding source.
- Attend coordination meetings with CITY as required.
- Assist with obtaining Possession and Use agreements, if required.
- Assist and participate in public hearings and actions necessary to acquire properties through eminent domain.

- Provide CITY with complete Project Funding Estimate, to standards required by the CITY, WSDOT LAG Manual, RCO or any other grant funding requirements.

Assumptions:

- City of Marysville to contract for appraisal and appraisal review services, environmental assessments for contamination if any are required.
- This project includes acquisition of fee simple, permanent right-of-way easements, temporary easements, construction agreements, and/or rights of entry, for 1 parcel, owned by 1 property owner.
- Relocation Services do not appear to be a requirement of this project and are therefore not included in this Scope of Services.

Deliverables:

- Real Estate Documents.
- Closed Real Estate files.
- Project Funding Estimate.

**TASK 8.0 - Prepare 100% Bid Package**

The CONSULTANT will prepare a 100% level construction bid package based on the 90% submittal and response to comments. The CONSULTANT will meet with the CITY to obtain their review and input. PS&E will include the design and preparation of a basic construction bid package. The CONSULTANT will submit a 100% bid package to WSDOT for review. CONSULTANT shall respond to CITY and WSDOT comments and make changes as deemed appropriate.

TSI will prepare the 100% bid ready package with support from Skillings Connolly.

Assumptions: CITY will advertise the project. WSDOT may take 3 to 6 weeks, or more, to review and approve the package prior to granting approval to proceed with advertising the project.

Deliverables: (1) paper copy and (1) Electronic copy of 100% Bid Package in .pdf format.

**TASK 9.0 - Bid Support**

The CONSULTANT will be available by phone and email to respond to contractor questions during the bidding period. All questions will be documented by the CITY and forwarded to the CONSULTANT for processing. The CONSULTANT assumes that up to three (3) addendum may be processed under this scope of work. The CONSULTANT will draft addendums, if any, and forward to the CITY for processing. CONSULTANT shall attend a Pre-Bid meeting and support the CITY in answering questions regarding the project.

TSI will lead this task.

Assumptions: The cutoff date for the Q&A and/or Addendums will be 3 working days prior to the bid advertisement date, as amended.

Deliverables: Documentation of responses to contractor(s), and preparation of addendums.

**TASK 10.0 - Construction On-Call Support**

The CITY may consider adding construction management support services to this contract. If so, the CONSULTANT will negotiate an amendment to this agreement.

**Exhibit B**  
**DBE Participation**

---

No DBE goal is required for this project.

Attached is our SBE plan.

**Exhibit B**  
**PRIME CONTRACTOR**  
**SMALL BUSINESS ENTERPRISE**  
**TRANSPORTATION SOLUTIONS, INC**

LOCAL AGENCY: City of Marysville  
PROJECT: 2019 Citywide HSIP  
DATE: June 18, 2019

Transportation Solutions, Inc., a Washington State Certified Minibusiness, established in 1987 came into business with the intent of creating a small, highly qualified firm oriented toward finding workable solutions to the increasing complexity of transportation pressures and problems. Transportation Solutions, Inc., is committed to working with other small businesses to help them foster and grow as we do. Our mission is partner with other small businesses who provide the skills and expertise to help make a project a success for our clients.

Victor Salemann, P.E., is the president of Transportation Solutions, Inc., has the authority and responsible to implement and monitor it's Small Business Enterprise plan.

Transportation Solutions Inc. intends to subcontract portions for the design with Skillings Connolly Inc, certified Veteran owned business. They will provide surveying, base mapping, environmental documentation, and design support. This work effort is estimated to be approximately 25% or more of the overall design of the project. The overall design contract to prime consultant is estimated at \$112,000.

Transportation Solutions, Inc., intends to process monthly invoices to the City. Upon receipt of payment from the City, Transportation Solutions, Inc. intends to make payment to subconsultants within 30 calendar days. Victor Salemann will review monthly accountable statements to ensure that subconsultants are paid in a timely manner.

---

Victor Salemann, P.E.  
Principal in Charge/President  
Transportation Solutions, Inc.



**Preparation and Delivery of Electronic Engineering and Other Data**

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Surveying will City of Marysville datum requirements. Base mapping will be developed to in AutoCAD 2019.

B. Roadway Design Files

Project Plans will be developed in AutoCAD 2019.

C. Computer Aided Drafting Files

This will utilize AutoCAD 2019.

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

Agency has the right to review project produced products and documents.

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

Transportation Solutions, Inc. shall provide the following:

Quantity calculations in Microsoft Exel and Adobe pdf  
Specifications in Microsoft Word and Adobe pdf  
AutoCAD 2019 files in dwg and Adobe pdf  
Other as agreed to.

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

City shall provide:

City GIS files for Right of Way Limits, Parcel lines, and City Infrastructure Assess Data.  
City Design Guidelines  
City AutoCAD Plan Sheet Standards  
Project related grant information data  
Other as agreed to.

## II. Any Other Electronic Files to Be Provided

None.

## III. Methods to Electronically Exchange Data

Files will be exchange through the Consultants Dropbox account and the City's FTP website.

A. Agency Software Suite

Microsoft Office.

B. Electronic Messaging System

Microsoft Outlook.

C. File Transfers Format

.pdf

.xls

.doc

.dwg

**Exhibit D**  
**Prime Consultant Cost Computations**

---

See attachment



**Washington State  
Department of Transportation**

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

May 30, 2018

Transportation Solutions, Inc.  
8250 165<sup>th</sup> Avenue NE, Suite 100  
Redmond, WA 98052

Subject: Acceptance FYE 2018 ICR – Audit Office Review

Dear Ms. Berberich:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2018 Indirect Cost Rate (ICR) of 145.19% of direct labor (rate includes 0.23% Facilities Capital Cost of Money). This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards;

ERIK K. JONSON  
Contract Services Manager

EKJ:ah



## Transportation Solutions Inc.

2019 Actual Rates

<b>Classification</b>	<b>Direct Rate</b>	<b>WSDOT ICR 145.19%</b>	<b>Fixed Fee 26.85%</b>	<b>All Inclusive Hourly Billing Rate Not to Exceed</b>
Engineer VIII	\$74.50	\$108.17	\$20.00	\$202.67
Engineer VII	\$73.00	\$105.99	\$19.60	\$198.59
Engineer VII	\$68.50	\$99.46	\$18.39	\$186.35
Engineer V	\$54.00	\$78.40	\$14.50	\$146.90
Engineer V	\$54.00	\$78.40	\$14.50	\$146.90
Engineer V	\$56.00	\$81.31	\$15.04	\$152.34
Engineer IV	\$49.00	\$71.14	\$13.16	\$133.30
Engineer IV	\$45.00	\$65.34	\$12.08	\$122.42
Sr. Engr Technician	\$52.50	\$76.22	\$14.10	\$142.82
Planner I	\$32.50	\$47.19	\$8.73	\$88.41
Office Manager	\$37.50	\$54.45	\$10.07	\$102.02

<b>Exhibit D City of Marysville 2019 Citywide HSIP</b>		Labor Hours				6/20/2019	
<b>Transportation Solutions Inc - Fee Schedule</b>		Engineer VIII VS Victor Salemann	Engineer VII JE Jeff Elekes	Engineer IV MAO Mary Ann Olson	Office Manager JB Jill Berberich		
<b>Anticipate Work Elements Task(s)</b>		\$ 202.67	\$ 186.35	\$ 133.30	\$ 102.02	<b>Task Hrs</b>	<b>Task Cost</b>
<b>Task 1.0 Project Management</b>		<b>12</b>	<b>36</b>	<b>0</b>	<b>12</b>	<b>60</b>	<b>\$10,364.72</b>
Task 1.1 Project Management		12	36		12		
<b>Task 2.0 Data Collection, As Built Review, Field Review</b>		<b>4</b>	<b>15</b>	<b>26</b>	<b>0</b>	<b>45</b>	<b>\$ 7,071.68</b>
Task 2.1 Review Grant App Data & Info			4	4			
Task 2.2 As Built Record Review			1	4			
Task 2.3 Review Existing Aerial Mapping/GIS Shape files			1	2			
Task 2.4 Review Existing ADA and Field Inspection			8	8			
Task 2.5 Review Existing Signal System		4	1	8			
<b>Task 3.0 Surveying and Base Mapping</b>		<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>\$ 372.69</b>
Task 3.1 Office Record Review							
Task 3.2 Field Surveying							
Task 3.3 Office Analysis/Data Reduction of Field Data							
Task 3.4 Prepare Base Maps			2				
<b>Task 4.0 Prepare 60% Review Submittal</b>		<b>11</b>	<b>5</b>	<b>54</b>	<b>0</b>	<b>70</b>	<b>\$10,359.28</b>
Task 4.1 Signal Mods at 64th St NE/60th Dr, 64th St NE/67th Ave NE		8	1	16			
Task 4.2 Speed Radar Warning Signs 64th St NE		1	1	12			
Task 4.3 Advanced Signalized Approach Beacons/Signage		1	1	12			
Task 4.4 Ped Actuated Rectangular Rapid Flashing Beacons		1	1	12			
Task 4.5 High Friction Surface Treatment			1	2			
<b>Task 5.0 Prepare 90% Review Submittal</b>		<b>0</b>	<b>5</b>	<b>96</b>	<b>0</b>	<b>101</b>	<b>\$13,728.50</b>
Task 5.1 Signal Mods at 64th St NE/60th Dr, 64th St NE/67th Ave NE			1	32			
Task 5.2 Speed Radar Warning Signs 64th St NE			1	20			
Task 5.3 Advanced Signalized Approach Beacons/Signage			1	20			
Task 5.4 Ped Actuated Rectangular Rapid Flashing Beacons			1	24			
Task 5.5 High Friction Surface Treatment			1				
<b>Task 6.0 Environmental Documentation and Permits</b>		<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>\$ 745.39</b>
Task 6.1 Area of Potential Effect			1				
Task 6.2 State Environmental Policy Act (SEPA)			1				
Task 6.3 Biological Assessment (BA)			1				
Task 6.4 NEPA Categorical Exclusion			1				
<b>Task 7.0 Right of Acquisition &amp; Certification</b>		<b>0</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>\$ 931.74</b>
Task 7.1 Obtain Title Report			1				
Task 7.2 Prepare Administrative Offer Summary			1				
Task 7.3 Prepare Real Estate Documents			1				
Task 7.4 Perform Negotiations			1				
Task 7.5 Attend Project Meetings			1				
<b>Task 8.0 Prepare 100% Bid Package</b>		<b>1</b>	<b>8</b>	<b>32</b>	<b>0</b>	<b>41</b>	<b>\$ 5,959.04</b>
Task 8.1 Prepare Plans, Specifications, Estimates, Project Manual		1	8	32			
<b>Task 9.0 Bid Support</b>		<b>0</b>	<b>8</b>	<b>2</b>	<b>0</b>	<b>10</b>	<b>\$ 1,757.38</b>
Task 9.1 Bid Support/Addendums			8	2			
<b>Labor Estimate</b>		<b>28</b>	<b>88</b>	<b>210</b>	<b>12</b>	<b>338</b>	<b>\$51,290.42</b>



Exhibit D City of Marysville 2019 Citywide HSIP						6/20/2019
Transportation Solution Inc - Fee Estimate						
<b>LABOR - NEGOTIATED HOURLY RATE (NHR)</b>						
Classification	Hours	x	Rate	=	Cost	
Engineer VIII	28	x	\$ 202.67	=	\$ 5,674.75	
Engineer VII	88	x	\$ 186.35	=	\$ 16,398.57	
Engineer IV	210	x	\$ 133.30	=	\$ 27,992.92	
Office Manager	12	x	\$ 102.02	=	\$ 1,224.18	
Total Hours =	338				Total Labor	\$ 51,290.42
<b>REIMBURABLES</b>						
Mileage	400	x	\$ 0.58	=	\$ 232.00	
Miscellaneous	1	x	\$ 119.58	=	\$ 119.58	
					Total Expenses	\$ 351.58
<b>SUBCONSULTANT COST</b>						
CLS (ROW)					\$	9,900.00
Skillings Connolly, Inc.					\$	42,300.00
					Total Subconsultants	\$ 52,200.00
<b>SUBTOTAL (LABOR + REIMBURSEABLES + SUBCONSULTANTS)</b>						
					Subtotal	\$ 103,842.00
<b>MANAGEMENT RESERVE FUND</b>						
Subtotal	\$ 103,842.00	x	8.63%		MRF	\$ 8,958.00
<b>TOTAL AMOUNT NOT TO EXCEED</b>						
					Grand Total	\$ 112,800.00

## **Exhibit E**

# **Sub-consultant Cost Computations**

---

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

See Attachment



**Washington State  
Department of Transportation**

Transportation Building  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300

360-705-7000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

June 26, 2018

Skillings Connolly, Inc.  
5016 Lacey Blvd S.E.  
Lacey, WA 98503

Subject: Acceptance FYE 2017 ICR – Audit Office Review - **CORRECTION**

Dear Ms. Alysa Cushman:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2017 Indirect Cost Rate (ICR) of 158.26% (rate includes 0.28% Facilities Capital Cost of Money). This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards;

A handwritten signature in blue ink that reads "Erik Jonson".

Jonson, Erik  
Jun 27 2018 12:58 PM  
cosign

ERIK K. JONSON  
Manager, Consultant Services Office

EKJ:rck

SKILLINGS CONNOLLY, INC. PO BOX 5080 LACEY, WA 98509 2019 BILLING RATES				
Job Classification	Direct Salary Cost	Overhead Rate DSC * 158.26	Fixed Fee DSC * 26.85%	2017 Billing Rates DSC + OH + Fee
Principal-in-Charge	\$ 78.75	\$ 124.63	\$ 21.14	\$ 224.52
Senior Project Manager	\$ 73.75	\$ 116.72	\$ 19.80	\$ 210.27
Project Manager	\$ 72.25	\$ 114.34	\$ 19.40	\$ 205.99
Senior Project Engineer	\$ 64.50	\$ 102.08	\$ 17.32	\$ 183.90
Project Engineer	\$ 64.50	\$ 102.08	\$ 17.32	\$ 183.90
Environmental Manager	\$ 72.25	\$ 114.34	\$ 19.40	\$ 205.99
Senior Project Scientist	\$ 40.00	\$ 63.30	\$ 10.74	\$ 114.04
Project Scientist	\$ 34.00	\$ 53.81	\$ 9.13	\$ 96.94
Staff Scientist	\$ 30.00	\$ 47.48	\$ 8.06	\$ 85.53
Engineer	\$ 40.00	\$ 63.30	\$ 10.74	\$ 114.04
Engineering Technician	\$ 36.00	\$ 56.97	\$ 9.67	\$ 102.64
Public Involvement	\$ 67.30	\$ 106.51	\$ 18.07	\$ 191.88
Right-of-Way Negotiator	\$ 41.00	\$ 64.89	\$ 11.01	\$ 116.90
Survey Manager	\$ 52.00	\$ 82.30	\$ 13.96	\$ 148.26
Professional Land Surveyor	\$ 32.45	\$ 51.36	\$ 8.71	\$ 92.52
Project Surveyor	\$ 34.00	\$ 53.81	\$ 9.13	\$ 96.94
Survey Technician	\$ 36.00	\$ 56.97	\$ 9.67	\$ 102.64
Construction Inspector	\$ 39.00	\$ 61.72	\$ 10.47	\$ 111.19
Project Administrator	\$ 39.00	\$ 61.72	\$ 10.47	\$ 111.19
Administrative Assistant	\$ 37.50	\$ 59.35	\$ 10.07	\$ 106.92

Exhibit E City of Marysville 2019 Citywide HSIP														Labor Hours		6/20/2019
Skillings Connolly Inc - Fee Schedule  Anticipate Work Elements Task(s)	Principal	Project Mgr	Project Engr	Environ. Mgr	Sr Environ. Scientist	Project Scientist	Staff Scientist	Staff Engineer	Survey Mgr	Survey Tech.	Survey Drafter	2 Man Survey Crew	Project Admin.	Task Hrs	Task Cost	
	\$224.52	\$205.99	\$183.90	\$205.99	\$114.04	\$ 96.94	\$ 85.53	\$114.04	\$148.26	\$102.64	\$ 62.72	\$175.23	\$111.19			
<b>Task 1.0 Project Management</b>	8	16	0	0	0	0	0	0	0	0	0	0	8	32	\$ 5,981.52	
Task 1.1 Project Management	8	16											8			
<b>Task 3.0 Surveying and Base Mapping</b>	0	0	0	0	0	0	0	0	16	10	18	22	0	66	\$ 8,382.58	
Task 3.0 Surveying and Base Mapping									16	10	18	22				
<b>Task 4.0 Prepare 60% Review Submittal</b>	0	15	2	0	0	0	0	12	0	0	0	0	0	29	\$ 4,826.13	
Task 4.5 High Friction Surface Treatment		15	2					12								
<b>Task 5.0 Prepare 90% Review Submittal</b>	0	3	6	0	0	0	0	8	0	0	0	0	0	17	\$ 2,633.69	
Task 5.5 High Friction Surface Treatment		3	6					8								
<b>Task 6.0 Environmental Documentation and Permits</b>	0	0	0	4	26	81	24	0	0	0	0	0	0	135	\$13,693.85	
Task 6.1 Area of Potential Effect				1	4	13										
Task 6.2 State Environmental Policy Act (SEPA)				1	6	20	24									
Task 6.3 Biological Assessment (BA)				1	8	32										
Task 6.4 NEPA Categorical Exclusion				1	8	16										
<b>Task 7.0 Right of Acquisition &amp; Certification</b>	0	2	0	0	0	0	0	0	4	8	24	0	0	38	\$ 3,331.42	
Task 7.0 Right of Acquisition & Certification		2							4	8	24					
<b>Task 8.0 Prepare 100% Bid Package</b>	0	2	6	0	0	0	0	8	0	0	0	0	0	16	\$ 2,427.70	
Task 8.1 Prepare Plans, Specifications, Estimates, Project M		2	6					8								
<b>Task 9.0 Bid Support</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	
Task 9.1 Bid Support/Addendums																
<b>Labor Estimate</b>	<b>8</b>	<b>38</b>	<b>14</b>	<b>4</b>	<b>26</b>	<b>81</b>	<b>24</b>	<b>28</b>	<b>20</b>	<b>18</b>	<b>42</b>	<b>22</b>	<b>8</b>	<b>333.00</b>	<b>\$41,276.89</b>	

Exhibit E City of Marysville 2019 Citywide HSIP						6/20/2019
Skillings Connolly Inc - Fee Estimate						
<b>LABOR - NEGOTIATED HOURLY RATE (NHR)</b>						
Classification	Hours	x	Rate	=	Cost	
Principal	8	x	\$ 224.52	=	\$ 1,796.16	
Project Mgr	38	x	\$ 205.99	=	\$ 7,827.62	
Project Engr.	14	x	\$ 183.90	=	\$ 2,574.60	
Environ. Mgr	4	x	\$ 205.99	=	\$ 823.96	
Sr Environ. Scientist	26	x	\$ 114.04	=	\$ 2,965.04	
Project Scientist	81	x	\$ 96.94	=	\$ 7,852.14	
Staff Scientist	24	x	\$ 85.53	=	\$ 2,052.71	
Staff Engineer	28	x	\$ 114.04	=	\$ 3,193.12	
Survey Mgr	20	x	\$ 148.26	=	\$ 2,965.20	
Survey Tech.	18	x	\$ 102.64	=	\$ 1,847.52	
Survey Drafter	42	x	\$ 62.72	=	\$ 2,634.24	
2 Man Survey Crew	22	x	\$ 175.23	=	\$ 3,855.06	
Project Administrator	8	x	\$ 111.19	=	\$ 889.52	
Total Hours =	333				Total Labor \$	41,276.89
<b>REIMBURABLES</b>						
Mileage	1000	x	\$ 0.58	=	\$ 580.00	
Micellaneous Expense	1	x	\$ 443.11	=	\$ 443.11	
					Total Expenses \$	1,023.11
<b>SUBCONSULTANT COST</b>						
					Total Subconsultants \$	-
<b>SUBTOTAL (LABOR + REIMBURSEABLES + SUBCONSULTANTS)</b>						
					Subtotal \$	42,300.00
<b>MANAGEMENT RESERVE FUND</b>						
Subtotal	\$ 42,300.00	x	0.00%		MRF \$	-
<b>TOTAL AMOUNT NOT TO EXCEED</b>						
					Grand Total \$	42,300.00



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

November 1, 2016

Contract Land Staff  
(formerly Roland Resources, Inc.)  
2800 156<sup>th</sup> Avenue SE, Suite 200  
Bellevue, WA 98007

Subject: Extension - Acceptance Provisional Rate – Local Agency

Dear Ms. Faith A Roland:

The proposed rate of 154% for Roland Resources/Contract Land Staff (CLS) LLC is approved for a 1-year extension to February 16, 2018. During the 180 days following your 2017 FYE, CLS is required to provide sufficient financial information to establish an approved indirect cost rate per 49 CFR Part 31, or enroll in the federal Safe Harbor Program.

This rate will be applicable for:

- WSDOT Agreements  
 Local Agency Contracts in Washington State only

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7104 or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards;

ERIK K. JONSON  
Manager, Consultant Services Office

EKJ:mya

<b>Contract Land Staff Actuals Not To Exceed Table (ANTE) Effective February 2018</b>				
<b>Classification</b>	<b>Direct Labor Rate Not to Exceed</b>	<b>WSDOT ICR 154.00%</b>	<b>Fixed Fee 26.85%</b>	<b>All Inclusive Hourly Billing Rate Not to Exceed</b>
Sr. VP	82.17	126.54	22.06	\$230.77
Senior Agent	41.83	64.42	11.23	\$117.48
Project Manager	38.46	59.23	10.33	\$108.02
Administrator	33.00	50.82	8.86	\$92.68
Right of Way Tech	32.21	49.60	8.65	\$90.46
ROW Agent	38.46	59.23	10.33	\$108.02



Exhibit E City of Marysville 2019 Citywide HSIP		Labor Hours					6/20/2019		
Contract Land Staff - Fee Schedule		Sr. VP	Senior ROW Agent	Project Manager	ROW Agent	ROW Tech	Administrator	Task Hrs	Task Cost
Anticipate Work Elements Task(s)		\$ 230.77	\$ 117.48	\$ 108.02	\$ 108.02	\$ 92.46	\$ 90.46		
<b>Task 1.0 Project Management</b>		<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>10</b>	<b>\$ 1,185.22</b>
Task 1.1 Project Management		2					8		
<b>Task 2.0 Data Collection, As Built Review, Field Review</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>
Task 2.1 Review Grant App Data & Info									
Task 2.2 As Built Record Review									
Task 2.3 Review Existing Aerial Mapping/GIS Shape files									
Task 2.4 Review Existing ADA and Field Inspection									
Task 2.5 Review Existing Signal System									
<b>Task 3.0 Surveying and Base Mapping</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>
Task 3.1 Office Record Review									
Task 3.2 Field Surveying									
Task 3.3 Office Analysis/Data Reduction of Field Data									
Task 3.4 Prepare Base Maps									
<b>Task 4.0 Prepare 60% Review Submittal</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>
Task 4.1 Signal Mods at 64th St NE/60th Dr, 64th St NE/67th Ave NE									
Task 4.2 Speed Radar Warning Signs 64th St NE									
Task 4.3 Advanced Signalized Approach Beacons/Signage									
Task 4.4 Ped Actuated Rectangular Rapid Flashing Becons									
Task 4.5 High Friction Surface Treatment									
<b>Task 5.0 Prepare 90% Review Submittal</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>
Task 5.1 Signal Mods at 64th St NE/60th Dr, 64th St NE/67th Ave NE									
Task 5.2 Speed Radar Warning Signs 64th St NE									
Task 5.3 Advanced Signalized Approach Beacons/Signage									
Task 5.4 Ped Actuated Rectangular Rapid Flashing Becons									
Task 5.5 High Friction Surface Treatment									
<b>Task 6.0 Environmental Documentation and Permits</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>
Task 6.1 Area of Potential Effect									
Task 6.2 State Environmental Policy Act (SEPA)									
Task 6.3 Biological Assessment (BA)									
Task 6.4 NEPA Categorical Exclusion									
<b>Task 7.0 Right of Acquisition &amp; Certification</b>		<b>8</b>	<b>10</b>	<b>20</b>	<b>10</b>	<b>10</b>	<b>7</b>	<b>65</b>	<b>\$ 7,819.38</b>
Task 7.1 Obtain Title Report				1	2	6			
Task 7.2 Prepare Administrative Offer Summary				12	2	2	7		
Task 7.3 Prepare Real Estate Documents		1		4	2	2			
Task 7.4 Perform Negotiations		1	10	1	4				
Task 7.5 Attend Project Meetings		6		2					
<b>Task 8.0 Prepare 100% Bid Package</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>
Task 8.1 Prepare Plans, Specifications, Estimates, Project Manual									
<b>Task 9.0 Bid Support</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>
Task 9.1 Bid Support/Addendums									
<b>Labor Estimate</b>		<b>10</b>	<b>10</b>	<b>20</b>	<b>10</b>	<b>10</b>	<b>15</b>	<b>75</b>	<b>\$ 9,004.60</b>

Exhibit E							6/20/2019	
City of Marysville								
2019 Citywide HSIP								
Contract Land Staff - Fee Estimate								
<b>LABOR - NEGOTIATED HOURLY RATE (NHR)</b>								
Classification		Hours	x	Rate	=	Cost		
Sr. VP	Faith Roland	10	x	\$ 230.77	=	\$ 2,307.70		
Sr. ROW Agent	Charla Oliver	10	x	\$ 117.48	=	\$ 1,174.80		
Project Manager	Jesse Ray	20	x	\$ 108.02	=	\$ 2,160.40		
ROW Agent	Jenifer Olsen	10	x	\$ 108.02	=	\$ 1,080.20		
ROW Tech	Elaine Wong	10	x	\$ 92.46	=	\$ 924.60		
Admin	Lane Schinell	15	x	\$ 90.46	=	\$ 1,356.90		
	Total Hours =	75				<b>Total Labor</b>	<b>\$</b>	<b>9,004.60</b>
<b>REIMBURABLES</b>								
	Mileage	854	x	\$ 0.58	=	\$ 495.40		
	Deed Reports	1	x	\$ 400.00	=	\$ 400.00		
						<b>Total Expenses</b>	<b>\$</b>	<b>895.40</b>
<b>SUBCONSULTANT COST</b>								
						<b>Total Subconsultants</b>	<b>\$</b>	<b>-</b>
<b>SUBTOTAL (LABOR + REIMBURSEABLES + SUBCONSULTANTS)</b>								
						<b>Subtotal</b>	<b>\$</b>	<b>9,900.00</b>
<b>MANAGEMENT RESERVE FUND</b>								
	Subtotal	\$ 9,900.00	x	0.00%		<b>MRF</b>	<b>\$</b>	<b>-</b>
<b>TOTAL AMOUNT NOT TO EXCEED</b>								
						<b>Grand Total</b>	<b>\$</b>	<b>9,900.00</b>

## **Exhibit F**

### **Title VI Assurances**

---

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

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

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

Agreement Number:

## **Exhibit G**

### **Certification Documents**

---

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

Agreement Number:

Item 11 - 51

## Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of  
TRANSPORTATION SOLUTIONS, INC.

whose address is

8250 - 165TH AVENUE NE, REDMOND WA., 98052-6628

and that neither the above firm nor I have:

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

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

TRANSPORTATION SOLUTIONS, INC.

---

Consultant (Firm Name)

---

Signature (Authorized Official of Consultant)

---

Date

Agreement Number:

**Exhibit G-1(b) Certification of CITY OF MARYSVILLE**

I hereby certify that I am the:


 Other

of the CITY OF MARYSVILLE, and TRANSPORTATION SOLUTIONS, INC.  
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

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

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

---

 Signature

---

 Date

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

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

TRANSPORTATION SOLUTIONS, INC.

\_\_\_\_\_  
 Consultant (Firm Name)

\_\_\_\_\_  
 Signature (Authorized Official of Consultant)

\_\_\_\_\_  
 Date

Agreement Number:

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

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

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

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

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

TRANSPORTATION SOLUTIONS, INC.

\_\_\_\_\_  
Consultant (Firm Name)

\_\_\_\_\_  
Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date

Agreement Number:



### Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of MARYSVILLE 2019 CITYWIDE HSIP \* are accurate, complete, and current as of \*\*.

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

Firm: TRANSPORTATION SOLUTIONS INC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date of Execution\*\*\*:

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

Agreement Number:

## **Exhibit H**

### **Liability Insurance Increase**

---

#### **To Be Used Only If Insurance Requirements Are Increased**

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

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

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

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

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

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

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

Notes: Cost of added insurance requirements: \$

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

Agreement Number:

## ***Alleged Consultant Design Error Procedures***

---

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

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

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

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

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

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

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

### **Step 4 Attempt to Resolve Alleged Design Error with Consultant**

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

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

**Step 5 Forward Documents to Local Programs**

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

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

**Consultant Claim Procedures**

---

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

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

**Step 1 Consultant Files a Claim with the Agency Project Manager**

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

### **Step 5 Informing Consultant of Decision Regarding the Claim**

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

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

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

Agreement Number:

# *Index #12*

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

**CITY COUNCIL MEETING DATE: July 8, 2019**

<b>AGENDA ITEM:</b>	
Landowner Agreement for Stream Restoration at Strawberry Fields Park	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Jessie Balbiani, Surface Water Specialist	
<b>DEPARTMENT:</b>	
Public Works	
<b>ATTACHMENTS:</b>	
Two (2) original copies of the Landowner Agreement	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
N/A	N/A
<b>SUMMARY:</b>	
<p>The Adopt-A-Stream Foundation has been working to establish a 100-foot forested buffer along portions of the Middle Fork Quilceda Creek in Strawberry Fields Park since 2017. The purpose of this work is to improve water quality and protect vital salmon habitat. The original restoration work, referred to as Phase I, included 8.8 acres of plantings and was authorized under an approved LOA in November 2016. Phase I was completed in early 2019.</p> <p>The attached agreement represents an amendment to the original LOA which will authorize Phase II of the restoration efforts along the Middle Fork Quilceda Creek in Strawberry Fields Park. Phase II will continue the 100-foot buffer restoration project, adding an additional 5.8 acres of plantings and invasive species removal. The original LOA language has remained intact with only slight modifications to highlight Phase II project specifications.</p> <p>The City frequently establishes LOAs with non-profit organizations to perform restoration work on City-owned property. Other restoration sites with approved LOAs include Jennings Park, Northpointe Park, Doleshel Park, Regional Pond 2, and Jones Creek.</p>	

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign the attached Landowner Agreement with the Adopt-A-Stream Foundation.



## LANDOWNER AGREEMENT

This Landowner Agreement (this "Agreement") dated and effective this \_\_\_\_ day of \_\_\_\_\_ is by and between

Landowner: City of Marysville  
1049 State Ave,  
Marysville, WA 98270

Grantee: The Adopt A Stream Foundation (AASF)  
600 128<sup>th</sup> St. SE  
Everett, WA 98208  
(425) 316-8592

**1. Consent.** The signatories to this agreement join in conducting certain restoration activities to benefit water quality and fish habitat on property owned by The City of Marysville in the Quilceda Creek watershed, Snohomish County, State of Washington. The legal description of the property and a project scope of work are presented in Exhibit A.

**2. Access.** The Landowner agrees to provide access to employees of the Grantee to complete streamside planting and related restoration work with a one (1) week prior notice to the Landowner. Confirmed notices to the Landowner consist of contact of the specified City of Marysville Staff by AASF followed by a subsequent response by City Staff in the affirmative. The specified City Staff for contact are the City Park Maintenance Manager and either of two Surface Water Specialist. Currently these position contacts are as follows:

Mike Robinson: City Park Maintenance Manager - 360-363-8406  
Jessie Balbiani: Surface Water Specialist – 360-363-8144  
Matthew Eyer: Surface/Sewer Supervisor - 425-503-6835

The Landowner also agrees to provide access, with a one (1) week notice, to Department of Ecology staff, when accompanied by the Grantee, to view the site. Landowner agrees to provide reasonable access to employees of AASF to perform required project maintenance work as presented in Exhibit B.

AASF shall place a sign in close proximity to work areas at all times work is occurring on site to inform citizens. The sign used is subject to approval by City Staff.

The terms of this Agreement will be for a ten (10) year period from the date of final signature. During this period, the Landowner agrees to not intentionally compromise the integrity of the restoration work and project site. The Landowner also agrees to provide reasonable property access to the Grantee to plan, complete, maintain, and monitor the long-term condition of the restoration site, and to allow the Grantee to display the site for educational purposes.

**3. Agreement Modification/Termination.** The City may terminate this agreement on thirty (30) days written notice to AASF and the Washington State Department of Ecology. In the event the City terminates the Agreement, it will maintain and not intentionally compromise the integrity of any restoration work performed at the project site pursuant to this Agreement and will continue to provide reasonable access to Department of Ecology staff to view the site. Sections 5 and 6 shall survive termination of this Agreement.

**4. Landowner Rights.** This Agreement does not authorize AASF to assume jurisdiction over, or any ownership interest in the premises. The Landowner retains all rights to control trespass and retains all responsibility for taxes, assessments, and damage claims.

**5. Removal of Property.** The AASF agrees that it will, upon the conclusion of the term of this Agreement,

remove any equipment it installed on the property as a part of the permitted activities, repair any damage to the property that might have been caused with any of the permitted activities, and will return the property to the condition it was in before AASF's entry onto the property except for native plantings or other improvements made to the property during the course of this Agreement. In the event any materials and/or equipment placed on the property by the AASF are not removed in a timely manner, the Landowner will have the right to remove such materials and/or equipment and AASF agrees to be responsible for the reasonable costs of such removal.

**6. Liability.** Each Party assumes responsibility and liability for the acts and omissions of its employees, officers, and agents in the performance of this Agreement or in enjoying the benefits of this Agreement. AASF agrees to defend, indemnify, and hold harmless City, its officers, agents, and employees from and against any loss, claim, or liability arising from or out of the negligent, reckless, or wrongful acts or omissions of AASF and its employees, officers, and agents. City agrees to defend, indemnify, and hold harmless AASF, its officers, agents, and employees from and against any loss, claim, or liability arising from or out of the negligent, reckless, or wrongful acts or omissions of City and its employees, officers, and agents. In cases of joint liability, liability shall be apportioned between the parties or other defendants in accordance with the laws of the State of Washington.

For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW.

**7. Insurance.** The Adopt A Stream Foundation shall obtain and keep in force during the term of this agreement insurance in no less than the following amounts:

<b>Comprehensive</b>	<u>General Liability</u>	<u>Automobile</u>	<u>Property</u>
<b>Per Occurrence</b>	<b>\$1,000,000</b>	<b>\$2,000,000</b>	<b>\$1,000,000</b>
<b>Aggregate</b>	<b>\$2,000,000</b>	<b>\$1,000,000</b>	<b>\$1,000,000</b>

The Landowner shall be specifically named as an insured in such policy of policies. A certification of insurance questionnaire and endorsement, as required by the landowner, shall be executed and delivered to the landowner at the time of execution of this agreement.

**8. Compliance with laws and standards.** In carrying out any authorized activities under this agreement, AASF shall comply with all applicable laws of any governmental entity with jurisdiction of the work, including local, state and federal, as applicable. AASF shall further meet accepted industry standards for performance of the work.

**9. Permits and Approvals.** AASF shall obtain all permits and approvals required by any permitting authority, whether local, state or federal, prior to commencing the work.

**10. Agreement Expiration/Termination.** Upon expiration or termination of this Agreement, the Landowner assumes full and complete responsibility for all restoration developments made under this Agreement.

**11. Reporting.** AASF shall make available to the City any reports submitted to Washington State Department of Ecology documenting work on City of Marysville property.

_____ Landowner	_____ Date	_____ Thomas B. Murdoch AASF Executive Director	_____ Date
--------------------	---------------	---	---------------

### 1.0 Project Location.

The legal description, as listed by Snohomish County Assessor's Parcel database is as follows:

**Parcel Numbers:** 31053400100500, 31053400400500

SEC 34 TWP 31 RGE 05RT-3B) BEG 15FT S OF SE COR NE1/4 NE1/4 TH W 1346FT

SEC 34 TWP 31 RGE 05RT-18) NW1/4 SE1/4 LESS E 201FT

### 2.0 Current Site Conditions:

The Adopt A Stream Foundation (AASF) plans to improve water quality in Quilceda Creek by restoring 14.6 acres of riparian forest along the Middle Fork of Quilceda Creek in the City of Marysville, WA.

The City of Marysville maintains a 72-acre park (Strawberry Fields Park) that contains 2,826' of both the left and portions of the right bank of Middle Fork Quilceda Creek. The city has agreed to allow AASF to plant 100 foot or wider buffers along 3,300 linear feet of the Middle Fork Quilceda Creek including a tributary. AASF will plant a 100 ft buffer on the west bank of the Middle Fork Quilceda Creek from 152nd St NE to the confluence with another branch of the Middle Fork Quilceda Creek entering from the north totaling 4.5 acres. RECIPIENT will plant a 100 ft buffer on the east bank of the Middle Fork Quilceda Creek from the entry of the tributary to the east downstream to the confluence with another branch of the Middle Fork Quilceda Creek entering from the north totaling 2.6 acres. Finally, RECIPIENT will plant a 100 foot buffer along the north bank of the tributary entering the Middle Fork Quilceda Creek from the east from the confluence with the Middle Fork Quilceda Creek east to the property line totaling 1.7 acres. The existing buffer is primarily grass with invasive blackberries scattered through the area.

### Phase 2:

AASF will plant a 100 ft buffer on the east bank of the Middle Fork Quilceda Creek from 152<sup>nd</sup> St NE to the Phase I planting area along the eastern tributary (to 100 feet north of the confluence of the tributary and the Middle Fork Quilceda), totaling 1.4 acres. RECIPIENT will plant a 100 ft buffer along the south bank of the tributary entering the Middle Fork Quilceda Creek from the east from the confluence with the Middle Fork Quilceda Creek east to the property line totaling 1.5 acres. Finally, RECIPIENT will plant a 100 ft buffer on the east bank of the Middle Fork Quilceda Creek from the confluence of another branch of the Middle Fork Quilceda Creek entering from the north downstream to the south end of the park where the creek veers westward, totaling 2.9 acres.

### 3.0 Project Goals:

The proposed total project will create 14.6 acres of forested buffer along the Middle Fork of Quilceda Creek. This will be done by removing invasive plants within the buffer area and planting native trees and shrubs. This project will result in a 100' self-sustaining forested buffer along the majority of both banks of the Middle Fork of Quilceda Creek running through Strawberry Fields Park. These enhanced buffers will lead to decreased bacteria and fecal coliform levels; lower water temperature; and an increase in dissolved oxygen throughout the Quilceda Creek system.

### 4.0 Landowner responsibilities

- Landowner will provide access to the property for all implementation purposes.
- Landowner will assist with informal monitoring.
- Landowner will assist AASF in maintaining the project for no less than 3 years (see 7.3 AASF responsibilities); landowner will be responsible for maintenance activities during years 4-10.
- Landowner will allow access to the planting area by volunteer groups to assist with implementation and maintenance of the project.

### 5.0 Grantee responsibilities

- AASF will coordinate all aspects of the initial invasive plant removal and native planting.
- AASF will coordinate all responsibilities outlined in the grant funding
- AASF will coordinate with volunteer groups to complete some components of the project implementation. Work performed by volunteers will consist of planting and invasive removal under the supervision of AASF
- AASF will secure any necessary permits.
- AASF will maintain the project site as funding allows.

## 6.0 Activity scheduled

- The initial project will start in spring of 2017 and will consist of site preparation and planting. Phase 2 planting will begin during 2019.

\*Note that these dates are approximate and may shift depending on factors beyond the control of the Grantee.

## 7.0 Maintenance:

### 7.1 Description

- The site will require some maintenance especially in regards to plant health.

### 7.2 Landowner responsibilities

- Landowner will check for plant vigor, and will report problems to AASF promptly. Plant health should be checked on a yearly basis.
- Landowner will suppress invasive plants in planting area, and make an effort to water plants during the driest months of the first three summers. This effort can be made with volunteers, paid labor, or landowner's time.
- Landowner will perform watering as needed, usually annually during the summer months.

### 7.3 AASF responsibilities

- Grantee will provide the landowner with a maintenance plan, which is attached as Exhibit B.
- AASF will replace dead plants in the event of high mortality during the first three years.
- AASF will pursue additional funding opportunities to perform necessary maintenance activities and will be responsible for the majority of maintenance if funding is received.

## 8.0 Monitoring:

### 8.1 Landowner responsibilities

- The landowner will be responsible for informal monitoring, including checking on plant health.
- The Landowner will report problems to the Grantee promptly.

### 8.2 AASF responsibilities.

- AASF will set up photo monitoring points
- AASF will take before and after photos of the project areas during the anticipated grant period.
- AASF will complete all other monitoring activities during the grant period and make all efforts to provide technical assistance as needed after grant activities are completed.

### 8.3 Schedule

- It is expected that staff from AASF will visit the site at least once within three (3) months following the completion of planting activities
- AASF will coordinate with Landowner regarding future monitoring and maintenance.

## 9.0 Funding and Reimbursements:

- The planting and initial maintenance of this project is funded primarily through grants and in-kind services awarded to AASF. Maintenance in year(s) 2018 and 2019 will be funded or otherwise coordinated by the landowner. AASF will make all efforts to assist the landowner in accomplishing maintenance activities as needed as the new riparian buffer matures.

## EXHIBIT B PROJECT MAINTENANCE GUIDELINES

### Planting Project

#### LANDOWNER MAINTENANCE

##### Native plant maintenance

- The native plants may require moisture in the hot summer months. Provide access to water for AASF to water the plants as needed.

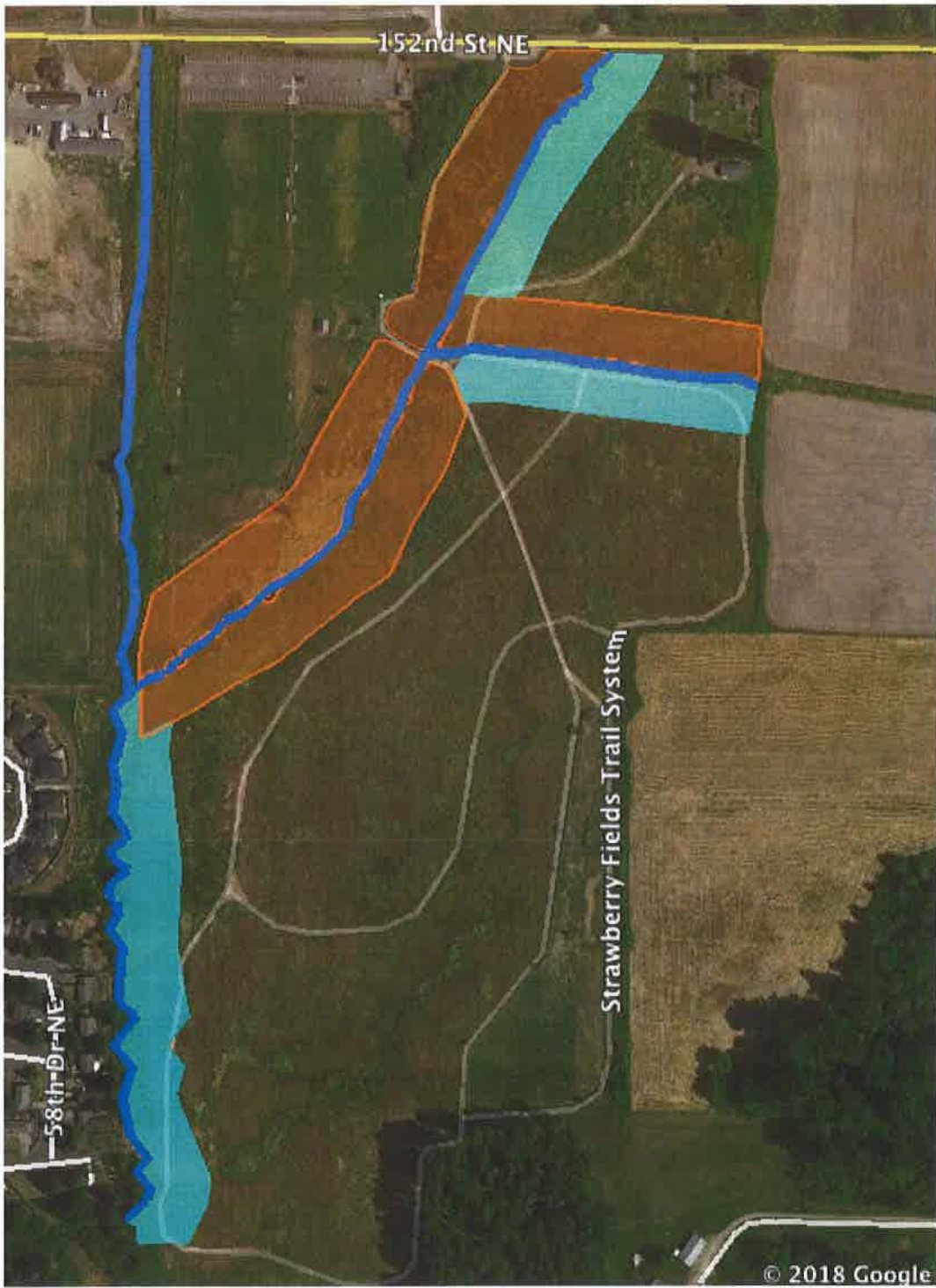
##### Invasive plant suppression (AASF will complete until June 2020 [Phase 1 areas] and June 2021 [Phase 2 areas])

- Some blackberry shoots are expected to return. Dig these out by the roots twice per year. (It's easiest when the ground is wet)
- Patches of reed canary grass are present on the site. Native plants will be installed in the reed canary grass patches. As the native plants grow, they will shade out the reed canary grass. Keep the reed canary grass

shorter than the native plants until the native plants get taller (approximately the first 3 years). This can be<sup>205</sup> accomplished by stomping down the reed canary grass in a two-foot circle around the native plant or by weed whacking a two-foot circle around the plant.

**EXHIBIT C**  
**STRAWBERRY FIELDS BUFFER ENHANCEMENT**

**Primary areas where ASSF is in the process of enhancing the buffer are highlighted in orange (Phase 1, 8.8 acres). Primary expansion areas where AASF is expanding Riparian buffers to a minimum of 100' wide are highlighted in blue (Phase 2, 5.4 acres).**



# *Index #13*

## CITY OF MARYSVILLE AGENDA BILL

### EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE: 7/8/19**

<b>AGENDA ITEM:</b>	
Interlocal Agreement Between the City of Lake Stevens and the City of Marysville	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Gloria Hirashima, Chief Administrative Officer	
<b>DEPARTMENT:</b>	
Executive	
<b>ATTACHMENTS:</b>	
1. Proposed Interlocal Agreement Between the City of Marysville and the City of Lake Stevens regarding improvements to Powerline Trail.	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
	\$
<b>SUMMARY:</b>	

The City Councils of Marysville and Lake Stevens have been pursuing an interlocal agreement (“ILA”) for road and park planning and improvements over the past few years. The discussions have resulted in a proposed ILA for Soper Hill Road to address transportation, and an ILA for the Powerline Trail to address trail improvements. The Soper Hill agreement was approved by the Lake Stevens Council on 6/25/19.

The proposed interlocal agreement for the Powerline Trail would establish an agreement to jointly design and pursue construction funding to enable a trail from Marysville’s planned Centennial trail connection at Getchell Hill, through Marysville and the Sunnyside area, extending south to Lake Stevens and ultimately connecting easterly back to the Centennial trail in Lake Stevens. The planned trail would provide for a regional trail that benefits both the Marysville and Lake Stevens communities. The Marysville City Council had previously approved this agreement in May. However, Lake Stevens offered some recent amendments this past week. The agreement was revised to include provisions to complete the trail construction within 7 years. This was intended to provide greater certainty and urgency in moving the proposed trail forward within both cities’ overall capital facility plans. Lake Stevens also proposed an amendment to remove the language committing each city to \$200,000 to initiate trail design immediately. Funds are not currently available in the Lake Stevens budget for this purpose.

<p><b>RECOMMENDED ACTION: Staff recommends that Council approve the Interlocal Agreement on the Powerline Trail and authorize the Mayor to sign the Agreement.</b></p>
--



**INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND THE CITY  
OF LAKE STEVENS REGARDING DEVELOPMENT AND IMPROVEMENTS TO  
POWERLINE TRAIL**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, and is entered into by and between the City of Marysville, a municipal corporation under the laws of the state of Washington, (“Marysville”) and the City of Lake Stevens, a municipal corporation under the laws of the state of Washington (“Lake Stevens”), collectively referred to as the “parties.”

Whereas, powerlines and associated easements run through the jurisdictional boundaries of Marysville and Lake Stevens; and

Whereas, development of a trail on or along these powerlines would benefit both cities and their citizens, provide recreational opportunities, and provide alternative transportation routes (bicycle and pedestrian) linking the cities; and

Whereas, Marysville and Lake Stevens agree that development of a trail (the “Powerline Trail”) along this route as shown in **Exhibit A** would benefit the public health and welfare and that its benefits would be greatly enhanced by joint development through both cities; and

Whereas, the Powerline Trail will be developed so as to connect to the Centennial Trail, with the connections tentatively planned at or near the Getchell trailhead site in Marysville, and at or near 20<sup>th</sup> SE in Lake Stevens, beginning at Cavelero Park; and

Whereas, the Powerline Trail will serve a population beyond that of Marysville and Lake Stevens; and

Whereas, Marysville and Lake Stevens will seek grant funding and local funds to develop the Powerline Trail; and

Whereas, Marysville and Lake Stevens have the authority to enter into this Agreement pursuant to and in accordance with the State Interlocal Cooperation Act, Chapter 39.34 RCW;

Now, therefore, in consideration of the mutual promises herein, the parties agree that:

**1. Requirements of the Interlocal Cooperation Act.**

- a. Purpose of Agreement. This Agreement is authorized by and entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW. The purpose and intent of this

Agreement is for Marysville and Lake Stevens to work together effectively and efficiently to accomplish the “Powerline Trail Projects,” as defined in Section 3 of this Agreement. This Agreement establishes the responsibilities of Marysville and Lake Stevens for the planning, design, and construction of the Powerline Trail Projects. Lake Stevens will cooperate with Marysville and Marysville will cooperate with Lake Stevens to the extent reasonably necessary to accomplish the Powerline Trail Projects.

- b. No Separate Entity. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.
- c. Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party and the other party shall have no interest therein.
- d. Administrators. Each party to this Agreement shall designate an individual (an “Administrator”), who may be designated by title or position, to oversee and administer such party’s participation in this Agreement. The parties’ initial Administrators shall be the following individuals:

Marysville’s Initial Administrator:	Lake Steven’s Initial Administrator:
Chief Administrative Officer	City Administrator
Gloria Hirashima	Gene Brazel
1049 State Avenue	1812 Main St.
Marysville, WA 98270	P.O. Box 257
	Lake Stevens, WA 98258

Either party may change its Administrator at any time by delivering written notice of such party’s new Administrator to the other party.

- 2. **Effective Date**. This Agreement shall take effect upon being authorized for execution by the City Council of each party, fully executed by the mayor for each party, and being (a) filed with the Snohomish County Auditor or (b) being posted on either Marysville’s or Lake Stevens’ city website.
- 3. **Powerline Trail Project Design**.
  - a. Design. The Powerline Trail would be an important north-south recreational and transportation corridor. Each city will commit to funding design and construction of the project for the segments of the Powerline Trail located within their jurisdiction, to be

built in phases. The city of Marysville will plan, locate and provide a neighborhood park with parking and restroom facilities along their segment of the trail within ½ mile of the intersection of Soper Hill Road. The cities will coordinate planning of the trail and cooperate on design to ensure consistency throughout the project and each will be the lead agency for design and future construction within their jurisdiction, unless otherwise agreed. It is intended for this trail to be completed within seven (7) years of the execution date of this document, but this time period for trail design, property or easement acquisition and construction may be extended by mutual agreement consistent with paragraph 4. Below.

- b. Design Option. Upon written consent of both parties, Marysville may, in lieu of Lake Stevens, also design the segments of the Powerline Trail that are located in Lake Stevens, and Lake Stevens will reimburse Marysville for the cost of designing those segments.
- c. Preliminary design will be completed within two (2) year of the effective date of this agreement. Final design will be completed within three (3) years of the effective date of this agreement.

#### **4. Final Design and Construction of the Powerline Trail Project.**

Following preliminary design, the cities agree to coordinate a phasing and funding plan for the final design, easement or property acquisition and trail construction. The parties agree to jointly prioritize the trail segments (if construction must occur in phases). The parties also agree to seek grant opportunities through joint application for State and Federal grants. and to work cooperatively on securing funding until all phases are constructed.

#### **5. Maintenance of the Powerline Trail Project.**

When constructed, each city will be responsible for maintenance of the trail within its jurisdiction.

#### **6. Access to Powerline Trail.**

Each city will take all reasonable measures to ensure access to the trail and to connect the trail with other trails and recreational sites. On the north end, Marysville will ensure connection to the Centennial Trail and on the south end, Lake Stevens will connect to its trail section on 20<sup>th</sup> St SE which will ultimately connect to Centennial trail via the interconnected trail system.

- 7. **Indemnification.** Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this

Agreement. The provisions of this Section 6 shall survive the expiration or earlier termination of this Agreement.

8. **Insurance.** Each party shall maintain its own insurance and/or self-insurance (including membership in a self-insured pool) for its liabilities from damages to property and or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance (including membership in a self-insured pool) shall not limit either party's indemnification obligations under Section 6.
9. **Duration.** This Agreement shall continue in force and effect until the earliest occurrence of:
  - a. Completion of trail construction
  - b. Ten years from the date this Agreement is effective, or as mutually extended by the parties.
10. **Compliance with Laws.** Each party, in performing its obligations under this Agreement, shall comply with all applicable federal, state, and local laws, regulations, and rules.
11. **Dispute Resolution.** The parties agree that any dispute, claim, or controversy arising out of or relating to this Agreement will first be discussed between the parties' Administrators. Thereafter and except as herein provided, no civil action with respect to any dispute, claim, or controversy arising out of or relating to this Agreement may be commenced until the dispute, claim, or controversy has been submitted to a mutually agreed upon mediator. The parties agree that they will participate in the mediation in good faith, and that they will share equally in its costs. Each party shall be responsible for the costs of its own legal representation. Either party may seek equitable relief prior to the mediation process, but only to preserve the status quo pending the completion of that process.
12. **Relationship to Existing Laws and Statutes.** This Agreement in no way modifies or supersedes existing state laws and statutes. In meeting the commitments encompassed in this Agreement, all parties will comply with all applicable state or local laws. Marysville and Lake Stevens will retain the ultimate authority for land use and development decisions within their respective jurisdictions. By executing this Agreement, Marysville and Lake Stevens do not intend to abrogate the decision-making responsibility or police powers vested in them by law.
13. **Notices.** All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be

deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 1.d. of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

#### **14. Miscellaneous.**

- a. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document approved by the city council of each party and signed by the mayor of both parties.
- b. Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be the Superior Court of the State of Washington, in and for Snohomish County.
- c. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.
- d. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.
- e. No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.
- f. No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in

violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

- g. Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.
- h. No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture, or other joint enterprise between the parties.
- i. No Third Party Beneficiaries. This Agreement and each and every provision thereof are for the sole benefit of Marysville and Lake Stevens. No other persons or parties shall be deemed to have any rights in, under, or to this Agreement.
- j. Recitals; Exhibits. The recitals and attached exhibits are incorporated into and shall be considered part of this Agreement.
- k. Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

In witness whereof, the parties have executed this Agreement as of the last date written below.

CITY OF MARYSVILLE

CITY OF LAKE STEVENS

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

By: \_\_\_\_\_  
John Spencer, Mayor

Attested/Authenticated:

Attested/Authenticated:

\_\_\_\_\_  
Tina Brock, Deputy City Clerk

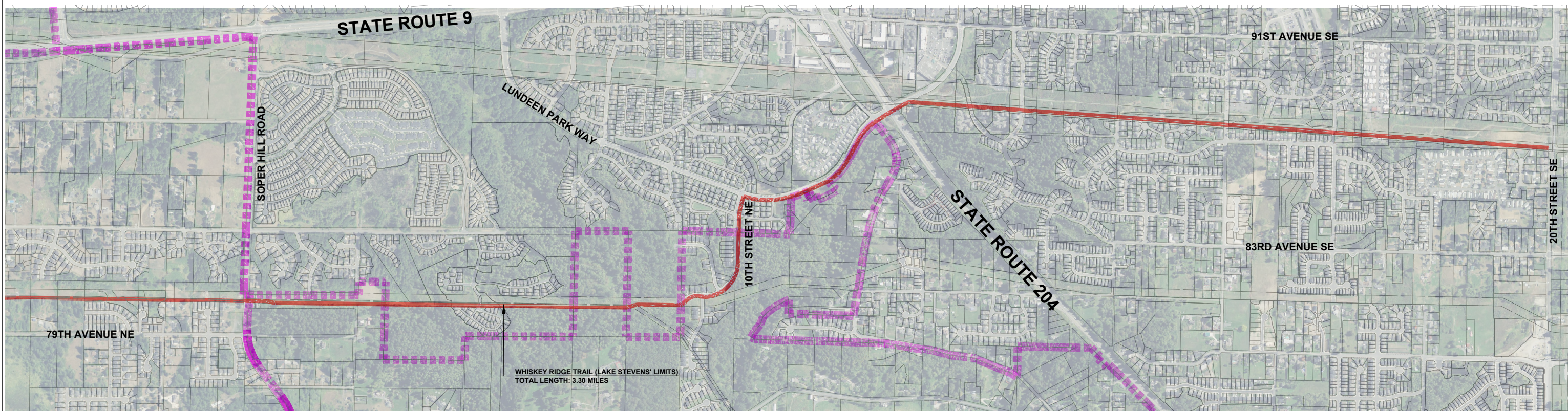
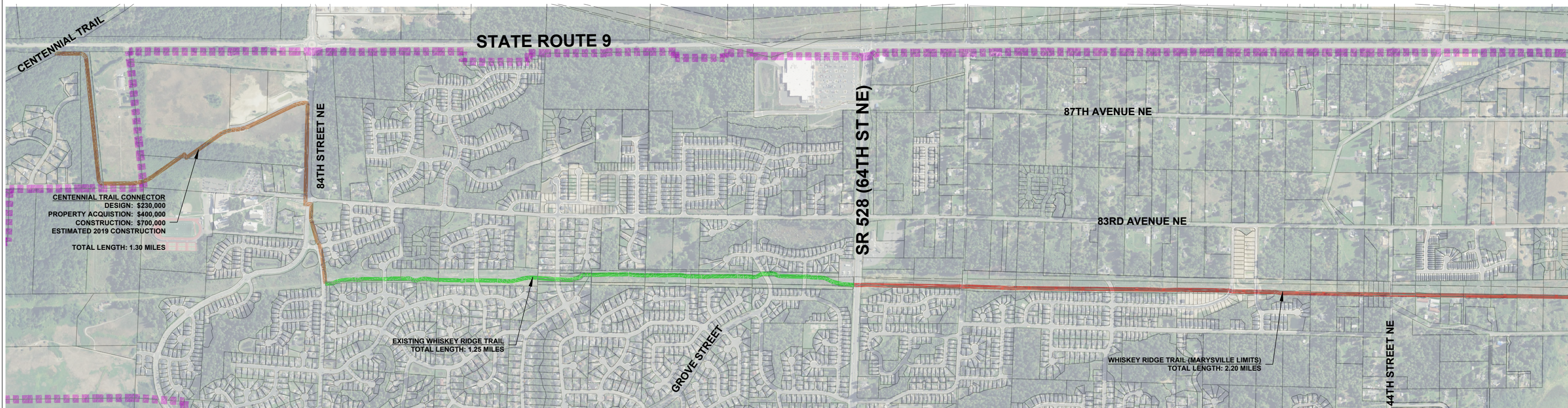
\_\_\_\_\_  
Kathy Pugh, City Clerk

Approved as to form:

Approved as to form:

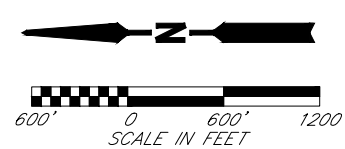
\_\_\_\_\_  
Jon Walker, City Attorney

\_\_\_\_\_  
Greg Rubstello, City Attorney



**LEGEND**

- - - - CITY LIMITS
- EXISTING TRAIL
- PROPOSED TRAIL (FUNDED)
- PROPOSED TRAIL (UNFUNDED)
- PARCEL



# EXHIBIT A

Item 13 - 8

# WHISKEY RIDGE TRAIL (CENTENNIAL TRAIL to 20th St NE)

# *Index #14*



**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 7/8/19**

<b>AGENDA ITEM:</b>	
Professional Services Agreement- Welsh Commissioning Group	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Gloria Hirashima, Chief Administrative Officer	
<b>DEPARTMENT:</b>	
Executive	
<b>ATTACHMENTS:</b>	
1. Professional Services Agreement with Welsh Commissioning Group for Civic Center	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
	\$
<b>SUMMARY:</b>	

The Marysville Civic Center design is currently underway with the goal of project bidding by Fall 2019. In order to meet the Washington State Energy Code as well as LEED standards for this project, we will need to hire a commissioning agent for the facility. Building commissioning ensures that the subsystems (electrical, mechanical (HVAC), plumbing, lighting, etc.) are designed and operating to meet the project goals and contract expectations. The intent is to make sure all of the pieces of a building are designed, constructed and then operating efficiently at time of delivery and occupancy. The agent will conduct functional performance testing to verify proper operation prior to occupancy. Commissioning verification of the facility typically provides a better operating, performing, and comfortable environment for the occupants.

<p><b>RECOMMENDED ACTION:</b> Staff recommends that Council approve the professional services agreement with Welsh Commissioning Group and authorize the Mayor to sign the Agreement.</p>
---

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND Welsh Commissioning Group, 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 Welsh Commissioning Group, Inc., a corporation, subchapter S licensed and incorporated in Washington], organized under the laws of the state of Washington, located and doing business at 4508 Auburn Way N, Suite B, Auburn, WA 98002 (“Consultant”).

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

**1. SCOPE OF SERVICES.** The Consultant shall provide the work and services described in the attached **EXHIBIT A**, incorporated herein by this reference (the “Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.

**2. TERM.** The term of this Agreement shall commence on \_\_\_\_\_ July 9, 2019\_\_\_\_\_ and shall terminate at midnight on \_\_\_December 31, 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 Seventy-Eight Thousand and Thirty Dollars (**\$78,030**) 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**  
 Gloria Hirashima, Chief Administrative Officer  
 1049 State Avenue  
 Marysville, WA 98270

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

**WELSH COMMISSIONING GROUP, INC.**

Joan W. Welsh, V.P. Business & Operations  
4508 Auburn Way N, Ste B  
Auburn, WA 98002

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

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

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

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

**6.5 SEVERABILITY.**

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

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

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

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

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

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

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

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

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

CITY OF MARYSVILLE

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

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

WELSH COMMISSIONING GROUP, INC.

By \_\_\_\_\_  
Joan W. Welsh  
Its: V.P. Business & Operations

ATTEST/AUTHENTICATED:

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

Approved as to form:

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

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



*Welsh Commissioning Group, Inc.*

**Proposal for Commissioning Authority Services  
2015 Washington State Energy Code, Commercial Provisions – Section C408  
City of Marysville – Marysville Civic Center**

Date: May 7, 2019

To: Gloria Hirashima  
1049 State Avenue  
Marysville, WA 98270

By: Bryan Welsh, President  
Welsh Commissioning Group, Inc.

*Bryan W. Welsh*

Welsh Commissioning Group, Inc. (WCG) is pleased to offer the following proposal for commissioning related services per the listed scope of work and fee proposal detail.

**Project Description:**

The project consists of the new construction of a four-story, 80,369 s.f. city hall building and an adjacent two-story, 20,848 s.f. jail building. The project will be located in Marysville, Washington.

**Scope of Work:**

Provide commissioning services per the 2015 Washington State Energy Code, Commercial Provisions (WSECCP) section C408. The systems to be commissioned under this proposal include those required by the 2015 WSECCP as outlined in Attachment – A, Commissioned Equipment List.

The following are the duties of the commissioning authority (CxA) including commissioning deliverables. Note: Design team refers to the architect and engineer of record and their sub-consultants. The commissioning team refers to client, building owner (if different than client), design team, contractor, sub-contractors and equipment suppliers.

**A. Base Work Scope**

1. The CxA shall review the project documents for issues related to constructability, maintainability and ability to commission. Issues discovered will be reported to the owner and design team in a written report.
2. The CxA shall develop and provide commissioning specification sections to the design team for inclusion in the project documents.
3. The CxA shall review contractor submittals applicable to the scope of work for compliance with project documents and design intent. This review shall be concurrent with A/E reviews and submitted to the design team and the client.

4. The CxA shall develop a commissioning plan to include the following as a minimum:
  - A complete list and description of all equipment and systems to be commissioned.
  - Installation verification data entry forms for systems and equipment to be commissioned.
  - Functional performance test procedures and data entry forms for systems and equipment designated to be functionally performance tested.
  - A sample version of the commissioning issues list. This list is to be maintained and updated by the CxA on a regular basis during the entire commissioning process.
5. The CxA shall schedule, organize and coordinate an initial on-site commissioning coordination meeting. The initial meeting shall be with the owner, design team and contractors to present the commissioning plan, and discuss issues related to the proposed commissioning process. Meeting agenda and minutes shall be provided by the CxA.
6. The CxA shall schedule, organize and coordinate a controls integration meeting. The controls integration meeting shall be with the HVAC control contractor, lighting control contractor and design team to review control strategies and testing; to be held after receipt of submittals and prior to programming. Meeting agenda and minutes shall be provided by the CxA. Meeting to be held at same time as kick-off meeting.
7. The CxA shall schedule, organize and coordinate on-site commissioning meetings and site observations. Commissioning meetings will be for the purpose of coordinating commissioning tasks with the contractor and discussing unresolved issues. Meeting agenda and minutes shall be provided by the CxA. Coincident with meetings, site observations shall be conducted by the CxA during the construction process. The purpose of these observations will be to evaluate compliance to contractual obligations such as cleanliness, capping ductwork, access to equipment, maintainability and so forth to identify concerns before they are repeated throughout the project. A site observation report will be provided. The number of meetings will be as agreed upon in the fee proposal. On-site meetings will be augmented as necessary with conference call meetings.
8. The CxA shall audit completed contractor checklists on a sample basis to verify that the equipment and systems designated for commissioning are installed, started and ready for functional test verification. Issues discovered during this audit will be documented by the CxA in a commissioning issues log and communicated to the commissioning team. The completed verification forms will be provided by the CxA in the final report.
9. The CxA shall review the testing, adjusting and balancing (TAB) report and provide written comments to the commissioning team. The CxA shall verify TAB work (10% sample basis). Issues discovered during the TAB review will be documented by the CxA in the commissioning issues log and communicated to the commissioning team.
10. The CxA shall be responsible for scheduling, coordinating and witnessing selected functional performance tests as conducted by the contractor and detailed in the commissioning plan. Issues discovered during functional test verification will be documented by the CxA in a commissioning issues log and communicated to the commissioning team. The completed functional test forms will be provided by the CxA in the final report.
11. The CxA shall verify reported corrections on a one time per issue basis. The CxA shall provide an updated commissioning issues list to the commissioning team. Additional verification of corrections beyond the one time per issue shall constitute work beyond the commissioning scope of work.
12. The CxA shall verify that the contractual requirements for record documents, O&M manuals and system training have been completed by the contractor.



13. At the completion of all commissioning related procedures, the CxA shall be responsible for assembling and producing the commissioning report for submission to the client and building official. This will include providing a preliminary report as needed. The report shall contain at a minimum the following:

- A copy of the commissioning plan.
- Copies of completed data entry forms related to installation verification checklists and functional performance tests.
- A final version of the commissioning issues list showing the current resolution status of all issues, including the status of those issues that may be outstanding.
- The completed C408 Commissioning Compliance Checklist (signed by owner)

### B. Optional Work Scope

14. The CxA shall incorporate the Smoke Control System into the commissioning scope of work. Scope consists of verification of HVAC system operation based on inputs from fire alarm system.

#### Fee Proposal Detail:

#	Description	Qty	Units	Rate	Extension
<b>Scope A - Base Work Scope</b>					
1	Review construction documents	16	Hrs	135	2,160.00
2	Include Cx requirements in project documents	6	Hrs	135	810.00
3	Review contractor submittals	20	Hrs	135	2,700.00
4	Provide formal commissioning plan including all forms	40	Hrs	135	5,400.00
5	Conduct initial commissioning coordination meeting	8	Hrs	135	1,080.00
6	Conduct HVAC and lighting controls integration meeting	8	Hrs	135	1,080.00
7	Commissioning meetings and site observations (8 onsite)	48	Hrs	135	6,480.00
8	Audit contractor checklists. Document issues.	64	Hrs	135	8,640.00
9	Review TAB report and field verify TAB. Document issues.	16	Hrs	135	2,160.00
10	Witness functional test verification. Document issues.	234	Hrs	135	31,590.00
11	Verify the resolution of commissioning issues	78	Hrs	135	10,530.00
12	Verify O&Ms and training	8	Hrs	135	1,080.00
13	Provide the commissioning report to the owner.	8	Hrs	135	1,080.00
<b>Scope A Subtotal</b>					<b>74,790.00</b>
<b>Scope B - Optional Work Scope</b>					
14	Include Smoke Control System in scope	24	Hrs	135	3,240.00
<b>Scope B Subtotal</b>					<b>3,240.00</b>

**Total Proposal: \$ 78,030.00**

## Terms and Conditions:

1. This proposal is a lump sum value. Additional services outside the scope of this proposal are available at the current WCG billing rates, plus related expenses at cost if applicable.
2. This proposal represents WCG's interpretation of the project requirements. This proposal is limited to the level of effort indicated for each work scope item. Any project requirements not reflected in the proposed work scope that are later determined to be necessary will be handled by a negotiated change to the contract.
3. This proposal is valid only if the specifications as provided by WCG have been included in the contract documents.
4. The work scope proposed includes re-testing or re-verifying issues on a one-time-per-issue basis. Additional tests or re-verification beyond one per issue will be outside the scope of this proposal and will only be completed as approved by the client, and at an additional cost. Note: The commissioning specifications as provided by WCG contain language that allows for reimbursement (from the contractor to the client) for these additional costs.
5. Commissioning services require access to a variety of design and submittal documents from the client, design team and various contractors. This includes, but is not limited to, conformed specifications and drawings, product submittals, installation/start-up forms and test forms. This proposal is contingent upon timely submittal of requested documents to WCG.
6. Commissioning services requires full access to the building control systems. This proposal is contingent upon the commissioning provider being provided full access to the building control system, both remotely and locally. This includes any required access to the building owner's network system.
7. Commissioning services require full access to the facility during construction and potentially after occupancy. This proposal is contingent upon timely building access being coordinated and provided by the building owner and/or contractor to include security badges, keys, access codes, escorts, occupant notification, and so forth as appropriate.
8. The commissioning requirements as specified on this project require the full cooperation and assistance of the general contractor in assuring the participation of all related sub-contractors as willing participants in the commissioning process. WCG shall not be held accountable for failure to complete the commissioning work scope due to lack of cooperation from the general contractor or any sub-contractors, during the commissioning process.
9. The commissioning process requires adequate time allowance in the construction schedule for various commissioning activities. WCG shall not be held accountable for failure to complete the commissioning work scope in a timely fashion due to lack of adequate time allocation in the construction schedule.
10. Invoices for services and expenses will be issued monthly for the portion of work completed.
11. This submission shall remain valid for 90 days.
12. This proposal is based on and limited to the project description under scope of work and Attachment - A, Commissioned Equipment List. This proposal excludes commissioning of any systems or equipment not listed in Attachment – A; regardless of how commissioning is referenced or implied in the project documents.
13. This fee proposal is based on WCG maintaining insurance in the following kinds and amounts: Commercial Liability \$1,000,000 per occurrence, \$2,000,000 aggregate, Automobile Liability, non-owned and hired only, \$1,000,000 each accident, Employer's Contingent Liability \$1,000,000 each accident, Commercial Umbrella \$3,000,000 per occurrence and aggregate, and Professional Liability \$3,000,000/\$25,000 deductible.

## **Attachment A – Commissioned Equipment List**

The systems to be commissioned under this proposal are listed below and include those as required by the WSECCP (“C” References are per energy code). The WSECCP invokes Section C408 System Commissioning which includes requirements for commissioning C403 Mechanical Systems, C404 Service Hot Water Heating, C405 Electrical Power and Lighting Systems and C409 Energy Metering and Energy Consumption Management.

### **C403 Mechanical Systems**

- (5) Rooftop air handling units (gas-fired heating and DX cooling)
  - (3) Dedicated outdoor air units (heat pumps)
  - (1) Dedicated outdoor air unit (gas-fired heating and DX cooling)
  - (1) Heat recovery ventilator
  - (2) Makeup air units (gas-fired)
  - (31) VAV terminal units without reheat
  - (8) VAV terminal units with electric reheat
  - (66) VRF fan coil units
  - (4) VRF condensing unit
  - (14) VRF branch selectors
  - (10) Split-system air conditioning units
  - (1) Electric duct heater
  - (12) Electric cabinet unit heaters
  - (11) Electric unit heaters
  - (13) Exhaust fans
- Smoke control system (included as option - commissioning not required by WSECCP; consists of verification of HVAC system operation based on inputs from fire alarm system)

### **C404 Service Hot Water Heating**

- (4) Gas-fired water heaters
- (3) Domestic hot water recirculation pumps
- (2) Thermostatic mixing valves

### **C405 Electrical Power and Lighting Systems**

- (~190) Occupancy sensors
- (~56) Photo cell lighting control zones
- Interior lighting control panels w/(77) zones
- Exterior lighting control panels w/(7) zones
- Receptacle control excluded (commissioning not required by WSECCP)

### **C409 Energy Metering and Energy Consumption Management**

- (15) Electric meters
- (7) Gas meters
- Data acquisition and display system

The following requirements of the WSECCP are not included in the CxA work scope: Sections C408.1.3 Documentation Requirements (except C408.1.3.4, Commissioning Report), C408.1.4 Systems Operation Training and C408.2.2 System Balancing. These items are to be provided by the contractor (but will be reviewed by the CxA). The client should confirm that the design team has specified in the contract documents that the contractor will provide the labor and material for system balancing, documentation and training.

This proposal excludes any systems or equipment not listed above regardless of whether commissioning is referenced or implied for those excluded systems in the project documents.

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

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

---

---

---

**OR**

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



*Welsh Commissioning Group, Inc.*

**Proposal for Commissioning Authority Services  
2015 Washington State Energy Code, Commercial Provisions – Section C408  
City of Marysville – Marysville Civic Center**

Date: May 7, 2019

To: Gloria Hirashima  
1049 State Avenue  
Marysville, WA 98270

By: Bryan Welsh, President  
Welsh Commissioning Group, Inc.

*Bryan W. Welsh*

Welsh Commissioning Group, Inc. (WCG) is pleased to offer the following proposal for commissioning related services per the listed scope of work and fee proposal detail.

**Project Description:**

The project consists of the new construction of a four-story, 80,369 s.f. city hall building and an adjacent two-story, 20,848 s.f. jail building. The project will be located in Marysville, Washington.

**Scope of Work:**

Provide commissioning services per the 2015 Washington State Energy Code, Commercial Provisions (WSECCP) section C408. The systems to be commissioned under this proposal include those required by the 2015 WSECCP as outlined in Attachment – A, Commissioned Equipment List.

The following are the duties of the commissioning authority (CxA) including commissioning deliverables. Note: Design team refers to the architect and engineer of record and their sub-consultants. The commissioning team refers to client, building owner (if different than client), design team, contractor, sub-contractors and equipment suppliers.

**A. Base Work Scope**

1. The CxA shall review the project documents for issues related to constructability, maintainability and ability to commission. Issues discovered will be reported to the owner and design team in a written report.
2. The CxA shall develop and provide commissioning specification sections to the design team for inclusion in the project documents.
3. The CxA shall review contractor submittals applicable to the scope of work for compliance with project documents and design intent. This review shall be concurrent with A/E reviews and submitted to the design team and the client.

4. The CxA shall develop a commissioning plan to include the following as a minimum:
  - A complete list and description of all equipment and systems to be commissioned.
  - Installation verification data entry forms for systems and equipment to be commissioned.
  - Functional performance test procedures and data entry forms for systems and equipment designated to be functionally performance tested.
  - A sample version of the commissioning issues list. This list is to be maintained and updated by the CxA on a regular basis during the entire commissioning process.
5. The CxA shall schedule, organize and coordinate an initial on-site commissioning coordination meeting. The initial meeting shall be with the owner, design team and contractors to present the commissioning plan, and discuss issues related to the proposed commissioning process. Meeting agenda and minutes shall be provided by the CxA.
6. The CxA shall schedule, organize and coordinate a controls integration meeting. The controls integration meeting shall be with the HVAC control contractor, lighting control contractor and design team to review control strategies and testing; to be held after receipt of submittals and prior to programming. Meeting agenda and minutes shall be provided by the CxA. Meeting to be held at same time as kick-off meeting.
7. The CxA shall schedule, organize and coordinate on-site commissioning meetings and site observations. Commissioning meetings will be for the purpose of coordinating commissioning tasks with the contractor and discussing unresolved issues. Meeting agenda and minutes shall be provided by the CxA. Coincident with meetings, site observations shall be conducted by the CxA during the construction process. The purpose of these observations will be to evaluate compliance to contractual obligations such as cleanliness, capping ductwork, access to equipment, maintainability and so forth to identify concerns before they are repeated throughout the project. A site observation report will be provided. The number of meetings will be as agreed upon in the fee proposal. On-site meetings will be augmented as necessary with conference call meetings.
8. The CxA shall audit completed contractor checklists on a sample basis to verify that the equipment and systems designated for commissioning are installed, started and ready for functional test verification. Issues discovered during this audit will be documented by the CxA in a commissioning issues log and communicated to the commissioning team. The completed verification forms will be provided by the CxA in the final report.
9. The CxA shall review the testing, adjusting and balancing (TAB) report and provide written comments to the commissioning team. The CxA shall verify TAB work (10% sample basis). Issues discovered during the TAB review will be documented by the CxA in the commissioning issues log and communicated to the commissioning team.
10. The CxA shall be responsible for scheduling, coordinating and witnessing selected functional performance tests as conducted by the contractor and detailed in the commissioning plan. Issues discovered during functional test verification will be documented by the CxA in a commissioning issues log and communicated to the commissioning team. The completed functional test forms will be provided by the CxA in the final report.
11. The CxA shall verify reported corrections on a one time per issue basis. The CxA shall provide an updated commissioning issues list to the commissioning team. Additional verification of corrections beyond the one time per issue shall constitute work beyond the commissioning scope of work.
12. The CxA shall verify that the contractual requirements for record documents, O&M manuals and system training have been completed by the contractor.

13. At the completion of all commissioning related procedures, the CxA shall be responsible for assembling and producing the commissioning report for submission to the client and building official. This will include providing a preliminary report as needed. The report shall contain at a minimum the following:

- A copy of the commissioning plan.
- Copies of completed data entry forms related to installation verification checklists and functional performance tests.
- A final version of the commissioning issues list showing the current resolution status of all issues, including the status of those issues that may be outstanding.
- The completed C408 Commissioning Compliance Checklist (signed by owner)

**B. Optional Work Scope**

14. The CxA shall incorporate the Smoke Control System into the commissioning scope of work. Scope consists of verification of HVAC system operation based on inputs from fire alarm system.

**Fee Proposal Detail:**

#	Description	Qty	Units	Rate	Extension
<b>Scope A - Base Work Scope</b>					
1	Review construction documents	16	Hrs	135	2,160.00
2	Include Cx requirements in project documents	6	Hrs	135	810.00
3	Review contractor submittals	20	Hrs	135	2,700.00
4	Provide formal commissioning plan including all forms	40	Hrs	135	5,400.00
5	Conduct initial commissioning coordination meeting	8	Hrs	135	1,080.00
6	Conduct HVAC and lighting controls integration meeting	8	Hrs	135	1,080.00
7	Commissioning meetings and site observations (8 onsite)	48	Hrs	135	6,480.00
8	Audit contractor checklists. Document issues.	64	Hrs	135	8,640.00
9	Review TAB report and field verify TAB. Document issues.	16	Hrs	135	2,160.00
10	Witness functional test verification. Document issues.	234	Hrs	135	31,590.00
11	Verify the resolution of commissioning issues	78	Hrs	135	10,530.00
12	Verify O&Ms and training	8	Hrs	135	1,080.00
13	Provide the commissioning report to the owner.	8	Hrs	135	1,080.00
	<b>Scope A Subtotal</b>				<b>74,790.00</b>
<b>Scope B - Optional Work Scope</b>					
14	Include Smoke Control System in scope	24	Hrs	135	3,240.00
	<b>Scope B Subtotal</b>				<b>3,240.00</b>

**Total Proposal:                         \$ 78,030.00**

## Terms and Conditions:

1. This proposal is a lump sum value. Additional services outside the scope of this proposal are available at the current WCG billing rates, plus related expenses at cost if applicable.
2. This proposal represents WCG's interpretation of the project requirements. This proposal is limited to the level of effort indicated for each work scope item. Any project requirements not reflected in the proposed work scope that are later determined to be necessary will be handled by a negotiated change to the contract.
3. This proposal is valid only if the specifications as provided by WCG have been included in the contract documents.
4. The work scope proposed includes re-testing or re-verifying issues on a one-time-per-issue basis. Additional tests or re-verification beyond one per issue will be outside the scope of this proposal and will only be completed as approved by the client, and at an additional cost. Note: The commissioning specifications as provided by WCG contain language that allows for reimbursement (from the contractor to the client) for these additional costs.
5. Commissioning services require access to a variety of design and submittal documents from the client, design team and various contractors. This includes, but is not limited to, conformed specifications and drawings, product submittals, installation/start-up forms and test forms. This proposal is contingent upon timely submittal of requested documents to WCG.
6. Commissioning services requires full access to the building control systems. This proposal is contingent upon the commissioning provider being provided full access to the building control system, both remotely and locally. This includes any required access to the building owner's network system.
7. Commissioning services require full access to the facility during construction and potentially after occupancy. This proposal is contingent upon timely building access being coordinated and provided by the building owner and/or contractor to include security badges, keys, access codes, escorts, occupant notification, and so forth as appropriate.
8. The commissioning requirements as specified on this project require the full cooperation and assistance of the general contractor in assuring the participation of all related sub-contractors as willing participants in the commissioning process. WCG shall not be held accountable for failure to complete the commissioning work scope due to lack of cooperation from the general contractor or any sub-contractors, during the commissioning process.
9. The commissioning process requires adequate time allowance in the construction schedule for various commissioning activities. WCG shall not be held accountable for failure to complete the commissioning work scope in a timely fashion due to lack of adequate time allocation in the construction schedule.
10. Invoices for services and expenses will be issued monthly for the portion of work completed.
11. This submission shall remain valid for 90 days.
12. This proposal is based on and limited to the project description under scope of work and Attachment - A, Commissioned Equipment List. This proposal excludes commissioning of any systems or equipment not listed in Attachment – A; regardless of how commissioning is referenced or implied in the project documents.
13. This fee proposal is based on WCG maintaining insurance in the following kinds and amounts: Commercial Liability \$1,000,000 per occurrence, \$2,000,000 aggregate, Automobile Liability, non-owned and hired only, \$1,000,000 each accident, Employer's Contingent Liability \$1,000,000 each accident, Commercial Umbrella \$3,000,000 per occurrence and aggregate, and Professional Liability \$3,000,000/\$25,000 deductible.



## **Attachment A – Commissioned Equipment List**

The systems to be commissioned under this proposal are listed below and include those as required by the WSECCP (“C” References are per energy code). The WSECCP invokes Section C408 System Commissioning which includes requirements for commissioning C403 Mechanical Systems, C404 Service Hot Water Heating, C405 Electrical Power and Lighting Systems and C409 Energy Metering and Energy Consumption Management.

### **C403 Mechanical Systems**

- (5) Rooftop air handling units (gas-fired heating and DX cooling)
  - (3) Dedicated outdoor air units (heat pumps)
  - (1) Dedicated outdoor air unit (gas-fired heating and DX cooling)
  - (1) Heat recovery ventilator
  - (2) Makeup air units (gas-fired)
  - (31) VAV terminal units without reheat
  - (8) VAV terminal units with electric reheat
  - (66) VRF fan coil units
  - (4) VRF condensing unit
  - (14) VRF branch selectors
  - (10) Split-system air conditioning units
  - (1) Electric duct heater
  - (12) Electric cabinet unit heaters
  - (11) Electric unit heaters
  - (13) Exhaust fans
- Smoke control system (included as option - commissioning not required by WSECCP; consists of verification of HVAC system operation based on inputs from fire alarm system)

### **C404 Service Hot Water Heating**

- (4) Gas-fired water heaters
- (3) Domestic hot water recirculation pumps
- (2) Thermostatic mixing valves

### **C405 Electrical Power and Lighting Systems**

- (~190) Occupancy sensors
- (~56) Photo cell lighting control zones
- Interior lighting control panels w/(77) zones
- Exterior lighting control panels w/(7) zones
- Receptacle control excluded (commissioning not required by WSECCP)

### **C409 Energy Metering and Energy Consumption Management**

- (15) Electric meters
- (7) Gas meters
- Data acquisition and display system

The following requirements of the WSECCP are not included in the CxA work scope: Sections C408.1.3 Documentation Requirements (except C408.1.3.4, Commissioning Report), C408.1.4 Systems Operation Training and C408.2.2 System Balancing. These items are to be provided by the contractor (but will be reviewed by the CxA). The client should confirm that the design team has specified in the contract documents that the contractor will provide the labor and material for system balancing, documentation and training.

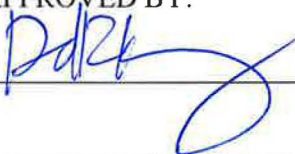
This proposal excludes any systems or equipment not listed above regardless of whether commissioning is referenced or implied for those excluded systems in the project documents.

# *Index #15*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: July 8, 2019**

<b>AGENDA ITEM:</b> PA19-014 – Wireless Communication Facilities and Small Cell Wireless Code Minor Amendments	<b>AGENDA SECTION:</b> New Business	
<b>PREPARED BY:</b> Angela Gemmer, Senior Planner	<b>APPROVED BY:</b> 	
<b>ATTACHMENTS:</b> 1. Memo to City Council dated 6/21/19 with email from industry 2. PC Minutes dated 5/14/19 and 6/11/19 3. Adopting Ordinance <ul style="list-style-type: none"> <li>· Exhibit A – PC Recommendation dated 6/11/19</li> <li>· Exhibit B – Wireless Communication Facilities Amendments</li> </ul>		
	<b>MAYOR</b>	<b>CAO</b>
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>	

**DESCRIPTION:**

The Marysville City Council recently passed Ordinance 3125 which pertains to wireless communication facilities and small wireless facilities. Small cell wireless facilities are smaller in size and coverage area than traditional macro wireless facilities (e.g. cell towers, lattice towers, etc.), and are deployed to help manage the data needs of smart phones and associated technology. City Council received comments from Verizon as the ordinance was under consideration for adoption. Due to time constraints, City Council adopted the ordinance as proposed, but directed city staff to review industry concerns and propose amendments as appropriate. The attached ordinance contains minor amendments responsive to industry concerns. The specific amendments are more fully described in the attached memo.

The Planning Commission (PC) held a public hearing on June 11, 2019 to review the proposed minor amendments to Marysville Municipal Code Title 22, *Unified Development Code*, pertaining to wireless communication facilities and small cell wireless facilities. The PC received testimony from staff and interested parties at the public hearing following public notice. The PC made a motion to recommend the proposed amendments to City Council for adoption by Ordinance.

<b>RECOMMENDED ACTION:</b> Affirm the Planning Commission’s recommendation and adopt the minor amendments to the wireless communication facilities and small cell wireless amendments by Ordinance.
<b>COUNCIL ACTION:</b>



COMMUNITY DEVELOPMENT DEPARTMENT  
 80 Columbia Avenue ♦ Marysville, WA 98270  
 (360) 363-8100 ♦ (360) 651-5099 FAX

## MEMORANDUM

**DATE:** June 21, 2019

**TO:** City Council

**FROM:** Angela Gemmer, Senior Planner

**RE:** Small Cell Wireless Amendments Responsive to Industry Feedback

**CC:** Chris Holland, Planning Manager  
 Cheryl Dungan, Senior Planner  
 Amy Hess, Associate Planner

City Council recently passed Ordinance 3125 which pertains to wireless communication facilities and small cell wireless facilities amendments. City Council received comments from Verizon as they were considering the ordinance for adoption (attached). Due to time constraints, City Council adopted the ordinance as proposed, but committed to have city staff review industry concerns and propose amendments as appropriate. In response to industry concerns, city staff is proposing the attached amendments, which include, but are not limited to:

- Reorganizing the wireless communication facilities permitted uses matrices and adding small wireless facilities to the matrices. A footnote clarifies that the general wireless communication facilities provisions outlined in MMC Section 22C.250.050 through 22C.250.080 do not apply to small wireless deployments;
- Adding language to MMC Section 22C.250.100(1) to indicate that the provisions contained in that section apply to both existing and replacement utility poles outside of Design Districts and underground districts;
- Amending the language regarding antenna mounting to indicate that mounting must be the minimum necessary to meet mounting requirements rather than a prescriptive 20-inch maximum which will not meet industry needs in many situations (see MMC Section 22C.250.130);
- Clarification to the review and appeal process for small wireless facilities (see MMC Section 22C.250.130);
- Extending the permit time limit, and permit extension duration, from 6 months to 1 year as small wireless facilities installers are in high demand and the work may not be able to be completed under the shorter permit time limits; and
- Amending the noise testing provisions in MMC Section 22C.250.260 to treat wireless communication facilities in the same manner as other utilities.

Staff respectfully requests that City Council adopt the proposed wireless communication facilities and small cell wireless facilities amendments by Ordinance.

**From:** Marino, Kari <kari.c.marino@verizon.com>  
**Sent:** Monday, June 10, 2019 2:33 PM  
**To:** Angela Gemmer <agemmer@marysvillewa.gov>  
**Subject:** Re: [E] FW: June 11, 2019 PC Packet

**External Email Warning! Use caution before clicking links or opening attachments.**

Hi Angela - unfortunately something has come up and I will not be able to attend tomorrow night. We really appreciate all of the work you have done to update the code based on our comments. Please let me know if you have any questions. I am your contact and will be working with you on the Franchise Agreement in the near future.

Regards,

**verizon**  
**Kari Marino**

Small Cell Strategy Manager  
Pacific Northwest Network Engineering

O 425 603 8240  
M 425 941 0300  
3245 158th Ave SE  
Bellevue, WA 98008

On Thu, Jun 6, 2019 at 5:05 PM Angela Gemmer <[agemmer@marysvillewa.gov](mailto:agemmer@marysvillewa.gov)> wrote:

You're welcome.

**From:** Marino, Kari <[kari.c.marino@verizon.com](mailto:kari.c.marino@verizon.com)>  
**Sent:** Thursday, June 6, 2019 4:59 PM  
**To:** Angela Gemmer <[agemmer@marysvillewa.gov](mailto:agemmer@marysvillewa.gov)>  
**Subject:** Re: [E] FW: June 11, 2019 PC Packet

**External Email Warning! Use caution before clicking links or opening attachments.**

Thank you.

**Kari Marino**

Small Cell Strategy Manager  
Pacific Northwest Network Engineering

O 425 603 8240  
M 425 941 03003245 158th Ave SE  
Bellevue, WA 98008

On Thu, Jun 6, 2019 at 4:47 PM Angela Gemmer <[agemmer@marysvillewa.gov](mailto:agemmer@marysvillewa.gov)> wrote:

Hi Kari, Kim, and Alan,

The Planning Commission packets for Tuesday, June 11, 2019 are available electronically at the following link: **06.11.19 Planning Commission Packet**. A Public Hearing on the wireless communication facilities minor amendments will be held at that time as described in the attached notice. Written and oral testimony may both be made at the public hearing. Please let me know if you have any questions.

Thank you,

Angela

# PLANNING COMMISSION



# MINUTES

**May 14, 2019**

**7:00 p.m.**

**City Hall**

## **CALL TO ORDER**

Chair Leifer called the May 14, 2019 meeting to order at 7:00 p.m.

### Marysville

**Chairman:** Steve Leifer

**Commissioners:** Roger Hoen, Kay Smith, Kelly Richards, Tom Thetford, Brandon Whitaker

**Staff:** Planning Manager Chris Holland, Senior Planner Angela Gemmer

**Absent:** Jerry Andes (excused)

## **APPROVAL OF MINUTES**

### March 26, 2019

**Motion** made by Commissioner Smith, seconded by Commissioner Whitaker, to approve the March 26, 2019 Meeting Minutes. **Motion** passed with Councilmember Thetford abstaining.

## **AUDIENCE PARTICIPATION**

None

## **NEW BUSINESS**

### **A. MMC 22C.010.280 Cottage Housing Developments**

Senior Planner Gemmer made a presentation on Cottage Housing and proposed amendments to the current code as outlined and described in staff's memo to the Planning Commission dated May 10, 2019.

Commissioner Whitaker asked if cottage housing developments have an HOA. Planning Manager Holland commented that this is a requirement.

Commissioner Hoen asked for more information about the stronger architectural design standards Senior Planner Gemmer had referred to. Senior Planner Gemmer stated it would be modeled after the Mukilteo standards which provide much more clarity and specificity.

Chair Leifer asked if the co-housing group had brought up the stronger architectural standards. Senior Planner Gemmer commented that they did not. Staff had brought it up as a way to ensure the quality of the finished product. The current code is relatively vague. Planning Manager Holland noted that it also provides a toolbox of different elements that will meet the intent of the code which provides more flexibility for developers.

Chair Leifer asked for clarification about some calculations he had done in commercial zones. Planning Manager Holland explained that co-housing and cottage housing would not be allowed in commercial zones anymore. Chair Leifer asked why detached garages are not counted, but attached garages are counted in square footage area. Senior Planner Gemmer wasn't sure, but she thought perhaps it was to discourage the attached garages. Chair Leifer asked about roof heights. Senior Planner Gemmer reviewed the menu of options. Chair Leifer referred to item f, page 4 of 5 of the old code and asked why no two adjacent structures could be built with the same building size. Planning Manager Holland commented that this had been eliminated in the new proposal.

Commissioner Hoen asked about the economic level of the intended residents. Senior Planner Gemmer thought they were trying to appeal to a variety of economic groups. Commissioner Hoen referred to the apartment development behind Costco. Planning Manager Holland stated that this was a low income housing development and has resulted in higher generation of calls to police and fire. Cottage housing would not qualify for the tax incentives which were used in that project.

Dean Smith, 3007 Federal Avenue, Everett, principal developer of the co-housing proposal, referred to an article in *The Globe* and discussed co-housing. He spoke in support of the proposed amendments. They intend to build a development of about 50-60 people on 4.75 acres.

Chair Leifer asked about essential components of a co-housing development. Mr. Smith replied that they include totally self-contained, but small homes; a big common house that is jointly owned with a professional kitchen and large dining room; guest rooms in the community to share; and shared open space such as gardens.



Planning Manager Holland and Senior Planner Gemmer explained that the code would not allow for a separate guest rooms or guest rooms in the community building.

Planning Manager Holland stated that staff will bring this back in June for a public hearing.

## **B. MMC Chapter 22C.250 Wireless Communication Facilities**

Senior Planner Gemmer reviewed proposed changes as outlined in staff's memo to the Planning Commission dated May 10, 2019. She stated that a representative from Verizon was in attendance and available to answer any questions, if needed.

Commissioner Whitaker asked if they anticipate most of the small cells to go on existing poles or new poles. Planning Manager Holland explained it would depend on whether or not there are spots on existing poles that meet all the spacing requirements. It will need to be determined on a case-by-case basis.

Chair Leifer asked if there is a requirement to prove they can't make existing poles work before putting up new poles. Planning Manager Holland explained that there is not.

**Motion** made by Commissioner Richards, seconded by Commissioner Smith, to set a public hearing for June 11. **Motion** passed unanimously.

## **CITY COUNCIL AGENDA ITEMS AND MINUTES**

Planning Manager Holland announced that the 1<sup>st</sup> Street Bypass project contractors will begin work on Monday. There was discussion about details of this project. Planning Manager Holland indicated he would send links with more information to the commissioners. He also gave an update on activity related to the MIC area.

## **ADJOURNMENT**

**Motion** made by Commissioner Richards, seconded by Commissioner Whitaker, to adjourn the meeting at 8:12 p.m. **Motion** passed unanimously.

## **NEXT MEETING:**

June 11, 2019

  
 \_\_\_\_\_  
 Laurie Hugdahl, Recording Secretary

*DRAFT*PLANNING  
COMMISSIONMINUTES

June 11, 2019

7:00 p.m.

Marysville City Hall

**CALL TO ORDER**

Chair Leifer called the June 11, 2019 meeting to order at 7:00 p.m.

Present:

Chairman: Steve Leifer

Commissioners: Roger Hoen, Jerry Andes, Kay Smith, Kelly Richards, Tom Thetford, Brandon Whitaker

Staff: Community Development Director Dave Koenig, Senior Planner Angela Gemmer

Absent: None

**APPROVAL OF MINUTES****May 14, 2019**

**Motion** made by Commissioner Richards, seconded by Commissioner Thetford, to approve the May 14, 2019 Meeting Minutes as presented. **Motion** passed unanimously (7-0).

**AUDIENCE PARTICIPATION**

None

**PUBLIC HEARINGS****A. MMC 22C.010.280, Cottage Housing**

Senior Planner Gemmer introduced the hearing and discussed the proposed code amendments.

Commissioner Andes asked about the parking standards and asked why the upper square foot limit wasn't 800 (instead of 750) because that would be consistent with the maximum square footage allowed on the ground floor. Senior Planner Gemmer indicated that this could be aligned if desired by the Planning Commission, but that this was an existing code provision.

The public hearing was opened at 7:07 p.m. and comments were solicited.

### **Public Testimony:**

Deborah Adams, 5210 54th Avenue Everett, stated she is an Everett resident who hopes to move to Marysville. She thanked the Planning Commission for considering the code amendments and spoke in support of the cottage housing amendments.

Jennie Lindberg, 3007 Federal Avenue, Everett, thanked the Planning Commission for considering this code amendment. They have found the City of Marysville to be responsive, cooperative, and forward thinking, especially Angela Gemmer.

Sage Billings, 9009 West Mall Drive #2311, Everett, stated she also lives in Everett, but would love to someday live in Marysville at the proposed co-housing development.

Mary Rawlins, 1626 46th Street SE, Everett, spoke in support of the proposed amendments. She thanked the City for considering the proposal. She is looking forward to the opportunity to live in a co-housing situation with the applicants.

Seeing no further comments, the public testimony portion of the public hearing was closed at 7:14 p.m.

Commissioner Hoen stated he has an ongoing concern about construction not creating true neighborhoods and the impacts that is having on the community. He is impressed with the testimony from the applicants about this group's cohesiveness already.

Commissioner Richards asked for clarification about the parking requirements. Senior Planner Gemmer reviewed these.

**Motion** made by Commissioner Richards, seconded by Commissioner Thetford, to forward this to City Council with a recommendation to approve. **Motion** passed unanimously (7-0).

The hearing was closed at 7:19 p.m.

### **B. MMC Chapter 22C.250, Wireless Communication Facilities (small wireless)**

Senior Planner Gemmer reviewed this item.

Commissioner Whitaker asked how this would work in areas that have HOA owned lighting. Senior Planner Gemmer explained that the wireless communications company

**DRAFT**

would need to get permission from the HOA before the City would entertain issuing permits for HOA owned facilities.

The public hearing was opened at 7:25 p.m. and comments were solicited. Seeing none, the public testimony portion of the public hearing was closed at 7:25 p.m.

**Motion** made by Commissioner Richards, seconded by Commissioner Whitaker, to forward this to City Council with a recommendation for approval. **Motion** passed unanimously (7-0).

The public hearing was closed at 7:26 p.m.

## **CITY COUNCIL AGENDA ITEMS AND MINUTES**

Director Koenig had the following comments:

- The City Council approved the Shoreline Master Program by Resolution. This will now go to the Department of Ecology and come back to City Council in ordinance form. The City Council did not make any changes from what was recommended by the Planning Commission.
- He gave an update on the Manufacturing Industrial Plan which was approved by the Planning Commission and the City Council and is currently going through the process of approval by the Puget Sound Regional Council.
- He gave an update on development in the City.
- He announced that he will be retiring in June.

## **ADJOURNMENT**

**Motion** made by Commissioner Richards, seconded by Commissioner Thetford, to adjourn the meeting at 7:45 p.m. **Motion** passed unanimously.

## **NEXT MEETING:**

June 25, 2019

---

Laurie Hugdahl, Recording Secretary

**CITY OF MARYSVILLE**  
**Marysville, Washington**  
**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, UPDATING  
THE CITY'S DEVELOPMENT REGULATIONS, AMENDING CHAPTER 22C.250,  
WIRELESS COMMUNICATION FACILITIES, AND SECTION 22A.010.160 OF  
THE MARYSVILLE MUNICIPAL CODE.**

WHEREAS, the State Growth Management Act, Chapter 36.70A RCW mandates that cities periodically review and amend development regulations, including zoning ordinances and official controls; and

WHEREAS, RCW 36.70A.106 requires the processing of amendments to the City's development regulations in the same manner as the original adoption of the City's comprehensive plan and development regulations; and

WHEREAS, the State Growth Management Act requires notice and broad public participation when adopting or amending the City's comprehensive plan and development regulations; and

WHEREAS, the City, in reviewing and amending its development regulations has complied with the notice, public participation, and processing requirements established by the Growth Management Act, as more fully described below; and

WHEREAS, the City Council of the City of Marysville finds that from time to time it is necessary and appropriate to review and revise provisions of the City's municipal code and development code (MMC Title 22); and

WHEREAS, the Marysville Municipal Code, Chapter 22C.250, Wireless Communication Facilities, regulates the installation of wireless communication facilities in the various zones of the City but currently focuses on macro facilities; and

WHEREAS, the City Council acknowledges that the growing use of smart phones and other personal wireless devices creates a substantial need for wireless data transmission and that the city requires regulation of small wireless facilities; and

WHEREAS, the Federal Communications Commission (FCC) recently adopted a Regulatory Ruling, Order and Regulation ("FCC Order") governing small wireless facilities, which imposes limitations on the processing of all permits associated with the deployment of small wireless facilities and requires the City to adopt aesthetic standard for such deployments; and

WHEREAS, federal law and regulation establishes both substantive and procedural limitations, including time limitations for review, upon local government application and development requirements applicable to proposals for modification to an existing antenna support structure or an existing base station without substantially changing the height or profile of the structures, which are referred to as "eligible facility requests"; and

WHEREAS, the City Council finds that it is required to adopt and implement local development and zoning regulations and review procedures that are consistent with federal laws and regulations on wireless communication facilities, including small wireless facilities and eligible facility requests; and

WHEREAS, the City Council deems it to be in the public interest to establish time limits and ensure speedy review and processing of wireless communication facility permit applications, with

such time limits commonly referred to as "shot clocks," as required by federal laws and regulations such as 47 U.S.C. § 1455(a), 47 CFR § 1.40001, and 47 CFR § 1.6003; and

WHEREAS, general design standards are necessary to maintain the aesthetic environment of the City's streetscape and accommodate evolving technology; and

WHEREAS, general design standards are necessary to maintain the aesthetic environment of the City's streetscape and accommodate evolving technology; and

WHEREAS, the City Council recently adopted Ordinance 3125 (effective April 18, 2019) pertaining to Wireless Communication Facilities; and

WHEREAS, after adoption, minor amendments to Ordinance 3125 were determined to be necessary; and

WHEREAS, during public meetings on May 14, 2019 and June 11, 2019, the Planning Commission discussed proposed minor amendments to MMC Chapter 22C.250, Wireless Communication Facilities; and

WHEREAS, the City of Marysville has submitted the proposed development regulation revisions to the Washington State Department of Commerce on May 17, 2019, as required by RCW 36.70A.106; and

WHEREAS, on March 8, 2019, the City issued a State Environmental Policy Act (SEPA) Determination of Non-Significance (DNS) which addresses the environmental impacts of the City-initiated code amendments, a non-project action proposal;

WHEREAS, after providing notice to the public as required by law, on June 11, 2019, the Marysville Planning Commission held a Public Hearing on the proposed amendments to the City's development regulations; and

WHEREAS, on June 11, 2019 the Planning Commission made a Recommendation to the City Council recommending the adoption of the proposed amendments to MMC Chapter 22C.250, Wireless Communication Facilities; and

WHEREAS, at a public meeting on July 8, 2019 the Marysville City Council reviewed and considered the Planning Commission's Recommendation and proposed amendments to the development regulations; and

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

Section 1. Approval of Planning Commission's Recommendation and Adoption of Findings and Conclusions. The Planning Commission's June 11, 2019 Recommendation regarding the proposed development regulation amendments, including the Findings and Conclusions contained therein, as set forth in the attached **Exhibit A**, is hereby adopted and incorporated herein by this reference.

Section 2. Required Findings. In accordance with MMC 22G.010.520, the following findings are made regarding the development regulation amendments which comprise this ordinance:

- (1) The amendments are consistent with the purposes of the comprehensive plan; and
- (2) The amendments are consistent with the purpose of Title 22 MMC; and
- (3) There have been significant changes in the circumstances to warrant a change; and

(4) The benefit or cost to the public health, safety, and welfare is sufficient to warrant the action.

Section 3. MMC Chapter 22C.250, Wireless Communication Facilities, of the Marysville Municipal Code is hereby amended as set forth in **Exhibit B** attached hereto.

Section 4. Section 22A.010.160, Amendments, of the Marysville Municipal Code is hereby amended as follows by adding reference to this adopted ordinance in order to track amendments to the City’s Unified Development Code:

**“22A.010.160 Amendments.**

The following amendments have been made to the UDC subsequent to its adoption:

<u>Ordinance</u>	<u>Title (description)</u>	<u>Effective Date</u>
_____	Wireless Communication Facilities Minor Amendments _____,	2019”

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

Section 6. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener’s errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 7. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF MARYSVILLE

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

Attest:

By: \_\_\_\_\_  
TINA BROCK, DEPUTY CITY CLERK

Approved as to form:

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

Date of Publication: \_\_\_\_\_

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





**COMMUNITY DEVELOPMENT DEPARTMENT**  
 80 Columbia Avenue • Marysville, WA 98270  
 (360) 363-8100 • (360) 651-5099 FAX

**PC Recommendation: Wireless Communication Facilities & Small Cell Minor Amendments**

The Planning Commission (PC) of the City of Marysville, having held a public hearing on June 11, 2019 in review of NON-PROJECT action amendments of the Marysville Municipal Code, proposing minor amendments to Chapter 22C.250, *Wireless Communication Facilities*, to address industry concerns pertaining to certain aspects of the recently adopted Ordinance 3125. Having considered the exhibits and testimony presented, PC does hereby enter the following findings, conclusions and recommendation for consideration by the Marysville City Council:

**FINDINGS:**

1. The Community Development Department held a public meeting to introduce the NON-PROJECT action Wireless Communication Facilities and Small Cell Wireless Minor Code Amendments to the community on May 14, 2019.
2. The proposal was submitted to the State of Washington Department of Commerce for 14-day expedited review on June 3, 2019, in accordance with RCW 36.70A.106.
3. A State Environmental Policy Act (SEPA) Determination of Non-Significance (DNS) was issued on March 8, 2019; no appeals were filed.
4. The PC held public work sessions to review the NON-PROJECT action amendments proposing adoption of the NON-PROJECT action Wireless Communication Facilities and Small Cell Wireless Minor Amendments as described above, on May 14 and June 11, 2019.
5. The PC held a duly-advertised public hearing on June 11, 2019 and received testimony from city staff and the public.
6. At the public hearing, the PC reviewed and considered the Wireless Communication Facilities and Small Cell Wireless Minor Code Amendments.

**CONCLUSION:**

At the public hearing, held on June 11, 2019, the PC recommended **APPROVING** the Wireless Communication Facilities and Small Cell Wireless Minor Code Amendments.

**RECOMMENDATION:**

Forwarded to City Council as a Recommendation of **APPROVAL** of the NON-PROJECT action known as Wireless Communication Facilities and Small Cell Wireless Minor Code Amendments, an amendment to Marysville Municipal Code Chapter 22C.250, *Wireless Communication Facilities*, this **June 11, 2019**.

By:

  
 \_\_\_\_\_  
 Stephen Leifer, Planning Commission Chair

**22C.250.040 Wireless Communication Facilities – Permit required.**

The following table summarizes the types of proposal and required land use approvals. All proposals are subject to the siting hierarchy requirements of this chapter.

<b>Concealed Attached WCF</b>	<b>WCF Consolidation</b>	<b>Concealed Co-Location</b>	<b>Flush-or Nonflush-Mounted Antenna on Existing Antenna Support Structure</b>	<b>New Concealed Antenna Support Structure</b>	<b>Combined on Existing WCF</b>	<b>Amateur Radio Antennas</b>
P1, 3 C	C	P1 C	P1 C	C	P1 C	P2

<b>Amateur Radio Antennas</b>	<b>Combined on Existing WCF</b>	<b>Concealed Attached WCF</b>	<b>Concealed Co-Location</b>	<b>Flush- or Nonflush-Mounted Antenna on Existing Antenna Support Structure</b>	<b>New Concealed Antenna Support Structure</b>	<b>Small Wireless Facility</b>	<b>WCF Consolidation</b>
P2	P1 C	P1, 3 C	P1 C	P1 C	C	P4	C

P – Permitted Use. The use is allowed subject to the requirements of this code.

C – Conditional Use Permit. The use is allowed subject to the conditional use review procedures and requirements of this code.

**Notes:**

1. If the proposal does not extend the height of a structure outside the public right-of-way by more than 40 feet, the structure is in compliance with the maximum allowed WCF height for the zone, and it is demonstrated that the proposal is consistent with any previous relevant approval conditions.
2. Amateur radio antennas are permitted subject to MMC [22C.250.120](#).
3. Concealed attached WCFs proposed within the public right-of-way are subject to MMC [22C.250.070](#)(3).
4. Small wireless facilities are permitted within public right-of-way in all zones subject to the standards outlined in this chapter. Small wireless facilities are not subject to MMC Sections 22C.250.050 through 22C.250.080.

**22C.250.100 Small Wireless Deployment.**

Small wireless deployment includes small wireless facilities and small wireless networks. The following provisions establish design and concealment standards for small wireless deployments, provided, however, that any small wireless or small wireless network component that is not exempt under law or ordinance from critical areas, SEPA, or shoreline review shall comply with the applicable requirements set forth in MMC Chapters 22E.010, *Critical Areas Management*, 22E.030, *State Environmental Policy Act (SEPA)*, and 22E.050, *Shoreline Management Master Program*.

(1) Existing and replacement utility poles and structures in areas other than the Design District and underground districts. Utility Poles and Structures in Areas Other Than the Design District and Underground Districts. Eligible small wireless facilities permitted under the provisions of a franchise approval shall be considered to have satisfied the design and

concealment standards when installed on utility poles and structures within the public right-of-way.

(2) Small wireless deployments on existing utility poles not approved pursuant to a franchise. Small wireless deployments on existing utility poles that have not been approved as an exhibit to the franchise or as a minor deviation thereto shall comply with the provisions of MMC 22C.250.130 and must seek approval pursuant to a permit issued as provided in this chapter.

(3) Replacement utility pole - street lighting. With the express permission of the City, a replacement utility pole or a new utility pole may ~~take the be permitted in the~~ form of a new streetlight standard except where prohibited by MMC Section 22C.250.130(5). The design of the street light standard shall be in accordance with adopted City construction standards when located outside of the Design District or underground district. Replacement utility poles/street light standards located within the Design District shall conform to the adopted streetscape design standard for the Design District. Wherever technologically feasible, all equipment and cabling shall be internal to the replacement street lighting standard.

(4) Undergrounded areas. In areas where utilities have been undergrounded, a service provider or infrastructure company desiring to locate any above-ground infrastructure in support of a small wireless deployment shall submit a concealment element plan in accordance with the provisions of MMC 22C.250.130(6).

### **22C.250.130 Small Wireless Deployments – Design and concealment standards.**

Small wireless facility deployments shall conform to the following design standards:

(1) Small wireless facilities attached to existing or replacement non-wooden light poles and other non-wooden poles in the right-of-way or non-wooden poles outside of the right-of-way shall conform to the following design criteria:

(a) Antennas and the associated equipment enclosures (including disconnect switches and other appurtenant devices) shall be fully concealed within the pole, unless such concealment is otherwise technically infeasible, or is incompatible with the pole design, then the antennas and associated equipment enclosures must be camouflaged to appear as an integral part of the pole or flush mounted to the pole, meaning no more than six (6) inches off of the pole, and must be the minimum size necessary for the intended purpose, not to exceed the volumetric dimensions of small wireless facilities. If the equipment enclosure is permitted on the exterior of the pole, the applicant is required to place the equipment enclosure behind any banners or road signs that may be on the pole, provided that such location does not interfere with the operation of the banners or signs.

(b) The furthest point of any antenna or equipment enclosure may from the face of a pole shall be the minimum distance needed to comply with the requirements of the pole owner, electrical codes, and antenna tilt not extend more than twenty (20) inches from the face of the pole.

(c) All conduit, cables, wires and fiber must be routed internally in the light pole. Full concealment of all conduit, cables, wires and fiber is required within mounting brackets, shrouds, canisters, or sleeves if attaching to exterior antennas or equipment.

(d) An antenna on top of an existing pole may not extend more than six (6) feet above the height of the existing pole and the diameter may not exceed sixteen (16) inches, measured at the top of the pole, unless the applicant can demonstrate that more space is needed. The antennas shall be integrated into the pole design so that it appears as a continuation of the original pole, including being colored or painted to match the pole, and shall be shrouded or screened to blend with the pole, except for canister antennas which shall not require separate shrouding or screening. All cabling and mounting hardware/brackets from the bottom of the antenna to the top of the pole shall be fully concealed and integrated with the pole.

(e) Any replacement pole shall substantially conform to the design of the pole it is replacing or the neighboring pole design standards utilized within the contiguous right-of-way.

(f) The height of any replacement pole may not extend more than ten (10) feet above the height of the existing pole or the minimum additional height necessary; provided that the height of the replacement pole cannot be extended further by additional antenna height.

(g) The diameter of a replacement pole shall comply with the City's setback and sidewalk clearance requirements and shall, to the extent technically feasible, not be more than a 25% increase of the existing non-wooden pole measured at the base of the pole, unless additional diameter is needed in order to conceal equipment within the base of the pole, and shall comply with the requirements in subsection 5(d) below.

(h) The use of the pole for the siting of a small wireless facility shall be considered secondary to the primary function of the pole. If the primary function of a pole serving as the host site for a small wireless facility becomes unnecessary, the pole shall not be retained for the sole purpose of accommodating the small wireless facility and the small wireless facility and all associated equipment shall be removed.

(2) Wooden pole design standards. Small wireless facilities located on wooden poles shall conform to the following design criteria:

(a) The wooden pole at the proposed location may be replaced with a taller pole for the purpose of accommodating a small wireless facility; provided, that the replacement pole shall not exceed a height that is a maximum of ten (10) feet taller than the existing pole, unless a further height increase is required and confirmed in writing by the pole owner and that such height extension is the minimum extension possible to provide sufficient separation and/or clearance from electrical and wireline facilities.

(b) A pole extender may be used instead of replacing an existing pole but may not increase the height of the existing pole by more than ten (10) feet, unless a further height increase is required and confirmed in writing by the pole owner and that such height increase is the minimum extension possible to provide sufficient separation and/or clearance from electrical and wireline facilities. A "pole extender" as used herein is an object affixed between the pole and the antenna for the purpose of increasing the height of the antenna above the pole. The pole extender shall be painted to approximately match the color of the pole and shall substantially match the diameter of the pole measured at the top of the pole.

(c) Replacement wooden poles must either match the approximate color and materials of the replaced pole or shall be the standard new wooden pole used by the pole owner in the City.

(d) Antennas, equipment enclosures, and all ancillary equipment, boxes, and conduit shall be colored or painted to match the approximate color of the surface of the wooden pole on which they are attached.

(e) Antennas shall not be mounted more than twelve (12) inches from the surface of the wooden pole.

(f) Antennas should be placed in an effort to minimize visual clutter and obtrusiveness. Multiple antennas are permitted on a wooden pole provided that each antenna enclosure shall not be more than three (3) cubic feet in volume.

(g) A canister antenna may be mounted on top of an existing wooden pole, which may not exceed the height requirements described in subsection 2(a) above. A canister antenna mounted on the top of a wooden pole shall not exceed sixteen (16) inches, measured at the top of the pole, and shall be colored or painted to match the pole. The canister antenna must be placed to look as if it is an extension of the pole. In the alternative, the applicant may propose a side mounted canister antenna, so long as the inside edge of the antenna is no more than twelve (12) inches from the surface of the wooden pole. All cables shall be concealed either within the canister antenna or within a sleeve between the antenna and the wooden pole.

(h) ~~The furthest point of any antenna or equipment enclosure may not extend more than twenty (20) inches from the face of a pole shall be the minimum distance needed to comply with the requirements of the pole owner, electrical codes, and antenna tilt not extend more than twenty (20) inches from the face of the pole.~~

(i) An omni-directional antenna may be mounted on the top of an existing wooden pole, provided such antenna is no more than four (4) feet in height and is mounted directly on the top of a pole or attached to a sleeve made to look like the exterior of the pole as close to the top of the pole as technically feasible. All cables shall be concealed within the sleeve between the bottom of the antenna and the mounting bracket.

(j) All related equipment mounted on wooden poles, including but not limited to ancillary equipment, radios, cables, associated shrouding, microwaves, and conduit, shall not be mounted more than six (6) inches from the surface of the pole, unless a further distance is technically required and is confirmed in writing by the pole owner.

(k) Equipment for small wireless facilities must be attached to the wooden pole, unless otherwise permitted to be ground mounted pursuant to subsection (5)(a). The equipment must be placed in the smallest enclosure possible for the intended purpose. The equipment enclosure and all other wireless equipment associated with the utility pole, including wireless equipment associated with the antenna and any pre-existing associated equipment on the pole, may not exceed twenty-eight (28) cubic feet. Multiple equipment enclosures may be acceptable if designed to more closely integrate with the pole design and does not cumulatively exceed twenty-eight (28) cubic feet. The applicant is encouraged to place the equipment enclosure behind any banners or road signs that may be on the pole, provided that such location does not interfere with the operation of the banners or signs.

(l) An applicant who desires to enclose both its antennas and equipment within one unified enclosure may do so, provided that such enclosure is the minimum size necessary for its intended purpose and the enclosure and all other wireless equipment associated with the pole, including wireless equipment associated with the antenna and any pre-existing associated equipment on the pole does not exceed twenty-eight (28) cubic feet. The unified enclosure may not be placed more than six (6) inches from the surface of the pole, unless a further distance is required and confirmed in writing by the pole owner. To the extent possible, the unified enclosure shall be placed so as to appear as an integrated part of the pole or behind banners or signs, provided that such location does not interfere with the operation of the banners or signs.

(m) The visual effect of the small wireless facility on all other aspects of the appearance of the wooden pole shall be minimized to the greatest extent possible.

(n) The use of the wooden pole for the siting of a small wireless facility shall be considered secondary to the primary function of the pole. If the primary function of a pole serving as the host site for a small wireless facility becomes unnecessary, the pole shall not be retained for the sole purpose of accommodating the small wireless facility and the small wireless facility and all associated equipment shall be removed.

(o) The diameter of a replacement pole shall comply with the City's setback and sidewalk clearance requirements and shall not be more than a 25% increase of the existing utility pole measured at the base of the pole.

(p) All cables and wires shall be routed through conduit along the outside of the pole. The outside conduit shall be colored or painted to match the pole. The number of conduit shall be minimized to the number technically necessary to accommodate the small wireless.

(3) Small wireless facilities attached to existing buildings, shall conform to the following design criteria:

(a) Small wireless facilities may be mounted to the sides of a building if the antennas do not interrupt the building's architectural theme.

(b) The interruption of architectural lines or horizontal or vertical reveals is discouraged.

(c) New architectural features such as columns, pilasters, corbels, or other ornamentation that conceal antennas may be used if it complements the architecture of the existing building.

(d) Small wireless facilities shall utilize the smallest mounting brackets necessary in order to provide the smallest offset from the building.

(e) Skirts or shrouds shall be utilized on the sides and bottoms of antennas in order to conceal mounting hardware, create a cleaner appearance, and minimize the visual impact of the antennas. Exposed cabling/wiring is prohibited.

(f) Small wireless facilities shall be painted and textured to match the adjacent building surfaces.

(4) Small wireless facilities mounted on cables strung between existing utility poles shall conform to the following standards.

(a) Each strand mounted facility shall not exceed three (3) cubic feet in volume;

(b) Only one strand mounted facility is permitted per cable between any two existing poles;

(c) The strand mounted devices shall be placed as close as possible to the nearest utility pole, in no event more than five (5) feet from the pole unless a greater instance technically necessary or is required by the pole owner for safety clearance;

(d) No strand mounted device shall be located in or above the portion of the roadway open to vehicular traffic;

(e) Ground mounted equipment to accommodate a shared mounted facility is not permitted except when placed in pre-existing equipment cabinets; and

(f) Pole mounted equipment shall comply with the requirements of subsections (1) and (3) above.

(g) Such strand mounted devices must be installed to cause the least visual impact and without excess exterior cabling or wires (other than the original strand).

(h) Strand mounted facilities are prohibited on non-wooden poles.

(5) General requirements.

(a) Ground mounted equipment in the rights-of-way is prohibited, unless such facilities are placed under ground or the applicant can demonstrate that pole mounted or undergrounded equipment is technically infeasible. If ground mounted equipment is necessary, then the applicant shall submit a concealment element plan. Generators located in the rights-of-way are prohibited.

(b) No equipment shall be operated so as to produce noise in violation of Chapter 6.76 MMC.

(c) Small wireless facilities are not permitted on City-owned light poles or traffic signal poles unless denial of the siting could be a prohibition or effective prohibition of the applicant's ability to provide telecommunications service in violation of 47 USC § 253 and 47 USC § 332.

(d) Replacement poles and new poles shall comply with the Americans with Disabilities Act (ADA), City construction and sidewalk clearance standards, city ordinance, and state and federal laws and regulations in order to provide a clear and safe passage within the rights-of-way. Further, the location of any replacement or new pole must: be physically possible, comply with applicable traffic warrants, not interfere with utility or safety fixtures (e.g., fire hydrants, traffic control devices), and not adversely affect the public welfare, health or safety.

(e) Replacement poles shall be located as near as possible to the existing pole with the requirement to remove the abandoned pole.

(f) No signage, message or identification other than the manufacturer's identification or identification required by governing law is allowed to be portrayed on any antenna or equipment enclosure. Any permitted signage shall be located on the equipment enclosures and be of the minimum amount possible to achieve the intended purpose (no

larger than 4x6 inches); provided that, signs are permitted as concealment element techniques where appropriate.

(g) Antennas and related equipment shall not be illuminated except for security reasons, required by a federal or state authority, or unless approved as part of a concealment element plan.

(h) Side arm mounts for antennas or equipment must be the minimum extension necessary and for wooden poles may be no more than twelve (12) inches off the pole and for non-wooden poles no more than six (6) inches off the pole.

(i) The preferred location of a small wireless facility on a pole is the location with the least visible impact.

(j) Antennas, equipment enclosures, and ancillary equipment, conduit and cable, shall not dominate the structure or pole upon which they are attached.

(k) Except for locations in the right-of-way, small wireless facilities are not permitted on any property containing a residential use in the residential zones.

(l) The City may consider the cumulative visual effects of small wireless facilities mounted on poles within the rights-of-way when assessing proposed siting locations so as to not adversely affect the visual character of the City. This provision shall not be applied to limit the number of permits issued when no alternative sites are reasonably available nor to impose a technological requirement on the applicant.

(m) These design standards are intended to be used solely for the purpose of concealment and siting. Nothing herein shall be interpreted or applied in a manner which dictates the use of a particular technology. When strict application of these requirements would unreasonably impair the function of the technology chosen by the applicant, alternative forms of concealment or deployment may be permitted which provide similar or greater protections from negative visual impacts to the streetscape.

(6) New poles in the rights-of-way for small wireless facilities and all installations in the Design Districts.

(a) New poles within the rights-of-way are permitted only if the applicant can establish that:

(i) The proposed small wireless facility cannot be located on an existing utility pole or light pole, on an electrical transmission tower, or on a site outside of the public rights-of-way such as a public park, public property, building, transmission tower, or in or on a non-residential use in a residential zone whether by roof or panel-mount or separate structure;

(ii) The proposed small wireless facility receives approval for a concealment element design, as described in subsection (c) below;

(iii) The proposed small wireless facility also complies with the Shoreline Management Act, Growth Management Act, and SEPA, if applicable; and

(iv) No new poles shall be located in a critical area or associated buffer required by the City's Critical Areas Ordinance (Chapter 22E.010 MMC), except when determined to be exempt pursuant to said ordinance.

(b) An application for a new pole is subject to an administrative land use review and approval.

(c) The concealment element design shall include the design of the screening, fencing, or other concealment technology for a tower, pole, or equipment structure and for all related transmission equipment or facilities associated with the proposed small wireless facility, including but not limited to fiber and power connections.

(i) The concealment element design should seek to minimize the visual obtrusiveness of the small wireless facility. The proposed pole or structure should have similar designs to existing neighboring poles in the rights-of-way, including similar height to the extent technically feasible. If the proposed small wireless facility is placed on a replacement pole in the Design Districts, then the replacement pole shall be of the same general design as the pole it is replacing, unless the Public Works and Community Development Directors

otherwise approve a variation due to aesthetic or safety concerns. Any concealment element design for a small wireless facility on a decorative pole should attempt to mimic the design of such pole and integrate the small wireless facility into the design of the decorative pole. Other concealment methods include, but are not limited to, integrating the installation with architectural features or building design components, utilization of coverings or concealment devices of similar material, color, and texture as the surface against which the installation will be seen or on which it will be installed, landscape design, or other camouflage strategies appropriate for the type of installation. Applicants are required to utilize designs in which all conduit and wirelines are installed internally in the structure. Further, applicant designs should, to the extent technically possible, comply with the generally applicable design standards adopted herein.

(ii) If the Director has already approved a concealment element design either for the applicant or another small wireless facility along the same public right-of-way or for the same pole type, then the applicant shall utilize a substantially similar concealment element design, unless it can show that such concealment element design is not physically or technologically feasible or that such deployment would undermine the generally applicable design standards.

(d) Even if an alternative location is established pursuant to subsection (1)(a) and (1)(b), the Director may determine that a new pole in the right-of-way is in fact a superior alternative based on the impact to the City, the concealment element design, the City’s Comprehensive Plan, and the added benefits to the community.

(e) Prior to the issuance of a permit to construct a new pole or ground mounted equipment in the right-of-way, the applicant must obtain a site-specific agreement from the City to locate such new pole or ground mounted equipment. This requirement also applies to replacement poles where the overall height of the replacement pole and the proposed small wireless facility is more than sixty (60) feet.

(f) These design standards are intended to be used solely for the purpose of concealment and siting. Nothing herein shall be interpreted or applied in a manner which dictates the use of a particular technology. When strict application of these requirements would unreasonably impair the function of the technology chosen by the applicant, alternative forms of concealment or deployment may be permitted which provide similar or greater protections of the street scape.

**Examples of Unacceptable and Acceptable Small Wireless Facilities**



**22C.250.150 Small Wireless – Permit Requirements**

(1) The grantee of any permit shall comply with all of the requirements within the small wireless permit.



- (2) Small wireless facilities shall apply for and be issued a right-of-way use permit to install such small wireless facilities in accordance with the standard requirements of the City for use of the right-of-way.
- (3) ~~Post-Construction As-Built Record Drawings.~~ Within thirty (30) days after construction of the small wireless facility, the grantee shall provide the City with ~~as-built~~ record drawings of the small wireless facilities demonstrating compliance with the permit and site photographs.
- (4) Permit Time Limit. Construction of the small wireless facility must be completed within ~~one (1) year six (6) months~~ after the approval date by the City. The grantee may request one (1) extension to be limited to three (3) months, if the applicant cannot construct the small wireless facility within the original ~~one (1) year six (6) month~~ period.
- (5) Site Safety and Maintenance. The grantee must maintain the small wireless facilities in safe and working condition. The grantee shall be responsible for the removal of any graffiti or other vandalism and shall keep the site neat and orderly, including but not limited to following any maintenance or modifications on the site.

### **22C.250.260 Testing of WCFs required – Noise emissions.**

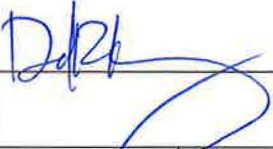
- (1) Each licensed carrier shall submit manufacturer's specification sheets of the equipment to be deployed to demonstrate compliance with State and City noise regulations. The carrier shall conduct tests, if necessary, to demonstrate compliance with all applicable local regulations regarding the noise emissions of the WCF. All such tests shall be performed by or under the supervision of a qualified acoustical consultant competent to perform such tests and interpret the data gathered.
- (2) Where determined necessary by the community development director, ~~A~~all licensed carriers shall submit a report, certified by a qualified acoustical consultant, setting forth the observed noise levels at the property line of the property upon which the WCF is located. The report shall account for background noise and other noise sources and demonstrate the noise levels emitted by the WCF, including any air conditioning or ventilation equipment contained therein.
- (3) Compliance reports shall be required when necessary to address existing or ongoing noise concerns~~on a biennial basis.~~
- (4) The city may retain a technical expert in environmental noise measurement to verify the noise measurements and certification. The cost of such a technical expert shall be borne by the licensed carrier.
- (5) This section shall not apply to any WCF that does not contain air conditioning equipment.

# *Index #16*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: July 8, 2019**

<b>AGENDA ITEM:</b> PA19-014 – Cottage Housing Amendments	<b>AGENDA SECTION:</b> New Business	
<b>PREPARED BY:</b> Angela Gemmer, Senior Planner	<b>APPROVED BY:</b> 	
<b>ATTACHMENTS:</b> 1. Memo to City Council dated 6/21/19 2. PC Minutes dated 5/14/19 and 6/11/19 3. Adopting Ordinance <ul style="list-style-type: none"> <li>· Exhibit A – PC Recommendation dated 6/11/19</li> <li>· Exhibit B – Cottage Housing Amendments</li> </ul>	<b>MAYOR</b>	<b>CAO</b>
	<b>BUDGET CODE:</b>	<b>AMOUNT:</b>

**DESCRIPTION:**

The Community Development Department was recently approached by a co-housing group that intends to pursue a cottage housing project. Cottage housing developments consist of groupings of small (800 to 1,200 square foot), single family dwellings clustered around a common open space area that is developed with a coherent site plan. In reviewing the co-housing group’s proposed project against our current cottage housing provisions, and in researching other jurisdictions’ cottage housing codes, revisions to our cottage housing provisions were found to be needed. The City’s current cottage housing code is proposed to be repealed and replaced with the enclosed cottage housing provisions. A summary of major substantive changes to the cottage housing code is outlined in the attached memo.

The Planning Commission (PC) held a public hearing on June 11, 2019 to review the proposed amendments to Marysville Municipal Code Title 22, *Unified Development Code*, pertaining to cottage housing developments. The PC received testimony from staff and interested parties at the public hearing following public notice. The PC made a motion to recommend the proposed amendments to City Council for adoption by Ordinance.

<b>RECOMMENDED ACTION:</b> Affirm the Planning Commission’s recommendation and adopt the cottage housing development amendments by Ordinance.
<b>COUNCIL ACTION:</b>



COMMUNITY DEVELOPMENT DEPARTMENT  
 80 Columbia Avenue ♦ Marysville, WA 98270  
 (360) 363-8100 ♦ (360) 651-5099 FAX

## MEMORANDUM

**DATE:** June 21, 2019  
**TO:** City Council  
**FROM:** Angela Gemmer, Senior Planner  
**RE:** Cottage Housing Amendments  
**CC:** Chris Holland, Planning Manager  
 Cheryl Dungan, Senior Planner  
 Amy Hess, Associate Planner

The Community Development Department has been approached by a co-housing group that intends to pursue a cottage housing proposal. In reviewing their proposal against our current cottage housing provisions, and in researching other jurisdictions' cottage housing codes, revisions to our cottage housing provisions were found to be needed. The current cottage housing code is proposed to be repealed and replaced with the enclosed cottage housing provisions. The following is a summary of major substantive changes to the cottage housing code:

- Amendment to the applicability provisions to allow for cottage housing in single family zones when unique site circumstances exist;
- Clarify the review process and that cottage housing developments may either be developed similar to a multi-family site with all cottages on the same parcel of land, or may be subdivided into individual lots;
- Specifically list accessory uses which may be pursued in cottage housing developments (e.g. community buildings, garages, community gardens, etc.);
- Present density and dimensional requirements in a table for greater clarity;
- Require greater side setback when cottages are proposed to be subdivided onto individual lots.
- Require a 20 foot setback around the perimeter of the cottage housing proposals abutting single family residential development to mitigate impacts on the surrounding development (exempted are infill within Downtown Planning Area 1 or property lines abutting public right-of-way);
- Present cottage housing dimensional requirements in a table for greater clarity;
- Consolidate cottage orientation and open space requirements in a single section for clarity;
- Clarify how open space should be allocated, when setbacks may contribute to open space, and fence height restrictions (generally 3 ½ feet);
- Provide stronger architectural design standards to promote a better cottage housing product;
- Articulate access expectations. Where cottages will be developed similar to a multi-family site with all cottages on the same parcel of land, the multi-family drive aisle standards will apply. Where cottages are subdivided onto individual lots, the Planned Residential Development (PRD) and cottage housing access road standards will apply. This road standard may be administratively modified where appropriate;
- Consolidate parking, garage, and carport requirements in a single section;
- Clarify the location of parking, garages, and carports;
- Eliminate the requirement to provide covered parking; and
- Consolidate and enhance the screening standards for the overall site and waste/recycling facilities.

Staff respectfully requests that City Council adopt the proposed cottage housing amendments for adoption by Ordinance.

# PLANNING COMMISSION



# MINUTES

**May 14, 2019**

**7:00 p.m.**

**City Hall**

## **CALL TO ORDER**

Chair Leifer called the May 14, 2019 meeting to order at 7:00 p.m.

### Marysville

- Chairman:** Steve Leifer
- Commissioners:** Roger Hoen, Kay Smith, Kelly Richards, Tom Thetford, Brandon Whitaker
- Staff:** Planning Manager Chris Holland, Senior Planner Angela Gemmer
- Absent:** Jerry Andes (excused)

## **APPROVAL OF MINUTES**

### March 26, 2019

**Motion** made by Commissioner Smith, seconded by Commissioner Whitaker, to approve the March 26, 2019 Meeting Minutes. **Motion** passed with Councilmember Thetford abstaining.

## **AUDIENCE PARTICIPATION**

None

## **NEW BUSINESS**

### **A. MMC 22C.010.280 Cottage Housing Developments**

Senior Planner Gemmer made a presentation on Cottage Housing and proposed amendments to the current code as outlined and described in staff's memo to the Planning Commission dated May 10, 2019.

Commissioner Whitaker asked if cottage housing developments have an HOA. Planning Manager Holland commented that this is a requirement.

Commissioner Hoen asked for more information about the stronger architectural design standards Senior Planner Gemmer had referred to. Senior Planner Gemmer stated it would be modeled after the Mukilteo standards which provide much more clarity and specificity.

Chair Leifer asked if the co-housing group had brought up the stronger architectural standards. Senior Planner Gemmer commented that they did not. Staff had brought it up as a way to ensure the quality of the finished product. The current code is relatively vague. Planning Manager Holland noted that it also provides a toolbox of different elements that will meet the intent of the code which provides more flexibility for developers.

Chair Leifer asked for clarification about some calculations he had done in commercial zones. Planning Manager Holland explained that co-housing and cottage housing would not be allowed in commercial zones anymore. Chair Leifer asked why detached garages are not counted, but attached garages are counted in square footage area. Senior Planner Gemmer wasn't sure, but she thought perhaps it was to discourage the attached garages. Chair Leifer asked about roof heights. Senior Planner Gemmer reviewed the menu of options. Chair Leifer referred to item f, page 4 of 5 of the old code and asked why no two adjacent structures could be built with the same building size. Planning Manager Holland commented that this had been eliminated in the new proposal.

Commissioner Hoen asked about the economic level of the intended residents. Senior Planner Gemmer thought they were trying to appeal to a variety of economic groups. Commissioner Hoen referred to the apartment development behind Costco. Planning Manager Holland stated that this was a low income housing development and has resulted in higher generation of calls to police and fire. Cottage housing would not qualify for the tax incentives which were used in that project.

Dean Smith, 3007 Federal Avenue, Everett, principal developer of the co-housing proposal, referred to an article in *The Globe* and discussed co-housing. He spoke in support of the proposed amendments. They intend to build a development of about 50-60 people on 4.75 acres.

Chair Leifer asked about essential components of a co-housing development. Mr. Smith replied that they include totally self-contained, but small homes; a big common house that is jointly owned with a professional kitchen and large dining room; guest rooms in the community to share; and shared open space such as gardens.

Planning Manager Holland and Senior Planner Gemmer explained that the code would not allow for a separate guest rooms or guest rooms in the community building.

Planning Manager Holland stated that staff will bring this back in June for a public hearing.

## **B. MMC Chapter 22C.250 Wireless Communication Facilities**

Senior Planner Gemmer reviewed proposed changes as outlined in staff's memo to the Planning Commission dated May 10, 2019. She stated that a representative from Verizon was in attendance and available to answer any questions, if needed.

Commissioner Whitaker asked if they anticipate most of the small cells to go on existing poles or new poles. Planning Manager Holland explained it would depend on whether or not there are spots on existing poles that meet all the spacing requirements. It will need to be determined on a case-by-case basis.

Chair Leifer asked if there is a requirement to prove they can't make existing poles work before putting up new poles. Planning Manager Holland explained that there is not.

**Motion** made by Commissioner Richards, seconded by Commissioner Smith, to set a public hearing for June 11. **Motion** passed unanimously.

## **CITY COUNCIL AGENDA ITEMS AND MINUTES**

Planning Manager Holland announced that the 1<sup>st</sup> Street Bypass project contractors will begin work on Monday. There was discussion about details of this project. Planning Manager Holland indicated he would send links with more information to the commissioners. He also gave an update on activity related to the MIC area.

## **ADJOURNMENT**

**Motion** made by Commissioner Richards, seconded by Commissioner Whitaker, to adjourn the meeting at 8:12 p.m. **Motion** passed unanimously.

## **NEXT MEETING:**

June 11, 2019

  
 \_\_\_\_\_  
 Laurie Hugdahl, Recording Secretary

*DRAFT*PLANNING  
COMMISSIONMINUTES

June 11, 2019

7:00 p.m.

Marysville City Hall

**CALL TO ORDER**

Chair Leifer called the June 11, 2019 meeting to order at 7:00 p.m.

Present:

Chairman: Steve Leifer

Commissioners: Roger Hoen, Jerry Andes, Kay Smith, Kelly Richards, Tom Thetford, Brandon Whitaker

Staff: Community Development Director Dave Koenig, Senior Planner Angela Gemmer

Absent: None

**APPROVAL OF MINUTES****May 14, 2019**

**Motion** made by Commissioner Richards, seconded by Commissioner Thetford, to approve the May 14, 2019 Meeting Minutes as presented. **Motion** passed unanimously (7-0).

**AUDIENCE PARTICIPATION**

None

**PUBLIC HEARINGS****A. MMC 22C.010.280, Cottage Housing**

Senior Planner Gemmer introduced the hearing and discussed the proposed code amendments.



Commissioner Andes asked about the parking standards and asked why the upper square foot limit wasn't 800 (instead of 750) because that would be consistent with the maximum square footage allowed on the ground floor. Senior Planner Gemmer indicated that this could be aligned if desired by the Planning Commission, but that this was an existing code provision.

The public hearing was opened at 7:07 p.m. and comments were solicited.

### **Public Testimony:**

Deborah Adams, 5210 54th Avenue Everett, stated she is an Everett resident who hopes to move to Marysville. She thanked the Planning Commission for considering the code amendments and spoke in support of the cottage housing amendments.

Jennie Lindberg, 3007 Federal Avenue, Everett, thanked the Planning Commission for considering this code amendment. They have found the City of Marysville to be responsive, cooperative, and forward thinking, especially Angela Gemmer.

Sage Billings, 9009 West Mall Drive #2311, Everett, stated she also lives in Everett, but would love to someday live in Marysville at the proposed co-housing development.

Mary Rawlins, 1626 46th Street SE, Everett, spoke in support of the proposed amendments. She thanked the City for considering the proposal. She is looking forward to the opportunity to live in a co-housing situation with the applicants.

Seeing no further comments, the public testimony portion of the public hearing was closed at 7:14 p.m.

Commissioner Hoen stated he has an ongoing concern about construction not creating true neighborhoods and the impacts that is having on the community. He is impressed with the testimony from the applicants about this group's cohesiveness already.

Commissioner Richards asked for clarification about the parking requirements. Senior Planner Gemmer reviewed these.

**Motion** made by Commissioner Richards, seconded by Commissioner Thetford, to forward this to City Council with a recommendation to approve. **Motion** passed unanimously (7-0).

The hearing was closed at 7:19 p.m.

### **B. MMC Chapter 22C.250, Wireless Communication Facilities (small wireless)**

Senior Planner Gemmer reviewed this item.

Commissioner Whitaker asked how this would work in areas that have HOA owned lighting. Senior Planner Gemmer explained that the wireless communications company

**DRAFT**

would need to get permission from the HOA before the City would entertain issuing permits for HOA owned facilities.

The public hearing was opened at 7:25 p.m. and comments were solicited. Seeing none, the public testimony portion of the public hearing was closed at 7:25 p.m.

**Motion** made by Commissioner Richards, seconded by Commissioner Whitaker, to forward this to City Council with a recommendation for approval. **Motion** passed unanimously (7-0).

The public hearing was closed at 7:26 p.m.

## **CITY COUNCIL AGENDA ITEMS AND MINUTES**

Director Koenig had the following comments:

- The City Council approved the Shoreline Master Program by Resolution. This will now go to the Department of Ecology and come back to City Council in ordinance form. The City Council did not make any changes from what was recommended by the Planning Commission.
- He gave an update on the Manufacturing Industrial Plan which was approved by the Planning Commission and the City Council and is currently going through the process of approval by the Puget Sound Regional Council.
- He gave an update on development in the City.
- He announced that he will be retiring in June.

## **ADJOURNMENT**

**Motion** made by Commissioner Richards, seconded by Commissioner Thetford, to adjourn the meeting at 7:45 p.m. **Motion** passed unanimously.

## **NEXT MEETING:**

June 25, 2019

---

Laurie Hugdahl, Recording Secretary

**CITY OF MARYSVILLE**  
**Marysville, Washington**  
**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, REPEALING THE EXISTING MMC SECTION 22C.010.280, COTTAGE HOUSING DEVELOPMENTS ADOPTED BY ORDINANCE 2742, AND ADOPTING A NEW MMC SECTION 22C.010.280, COTTAGE HOUSING DEVELOPMENTS, AND UPDATING SECTION 22A.010.160 OF THE MARYSVILLE MUNICIPAL CODE.**

WHEREAS, the State Growth Management Act, Chapter 36.70A RCW mandates that cities periodically review and amend development regulations, including zoning ordinances and official controls; and

WHEREAS, RCW 36.70A.106 requires the processing of amendments to the City's development regulations in the same manner as the original adoption of the City's comprehensive plan and development regulations; and

WHEREAS, the State Growth Management Act requires notice and broad public participation when adopting or amending the City's comprehensive plan and development regulations; and

WHEREAS, the City, in reviewing and amending its development regulations has complied with the notice, public participation, and processing requirements established by the Growth Management Act, as more fully described below; and

WHEREAS, the City Council of the City of Marysville finds that from time to time it is necessary and appropriate to review and revise provisions of the City's municipal code and development code (MMC Title 22); and

WHEREAS, during public meetings on May 14, 2019 and June 11, 2019, the Planning Commission discussed proposed amendments to MMC Section 22C.010.280, Cottage Housing Developments; and

WHEREAS, the City of Marysville has submitted the proposed development regulation revisions to the Washington State Department of Commerce on May 16, 2019, as required by RCW 36.70A.106; and

WHEREAS, after providing notice to the public as required by law, on June 11, 2019, the Marysville Planning Commission held a Public Hearing on the proposed amendments to the City's development regulations; and

WHEREAS, on June 11, 2019 the Planning Commission made a Recommendation to the City Council recommending the adoption of the proposed amendments to MMC Section 22C.010.280, Cottage Housing Developments; and

WHEREAS, at a public meeting on July 8, 2019 the Marysville City Council reviewed and considered the Planning Commission's Recommendation and proposed amendments to the development regulations; and

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

Section 1. Approval of Planning Commission's Recommendation and Adoption of Findings and Conclusions. The Planning Commission's June 11, 2019 Recommendation regarding

the proposed development regulation amendments, including the Findings and Conclusions contained therein, as set forth in the attached **Exhibit A**, is hereby adopted and incorporated herein by this reference.

Section 2. Required Findings. In accordance with MMC 22G.010.520, the following findings are made regarding the development regulation amendments which comprise this ordinance:

- (1) The amendments are consistent with the purposes of the comprehensive plan; and
- (2) The amendments are consistent with the purpose of Title 22 MMC; and
- (3) There have been significant changes in the circumstances to warrant a change; and
- (4) The benefit or cost to the public health, safety, and welfare is sufficient to warrant the action.

Section 3. Repeal of Existing Cottage Housing Regulations. The City Council hereby repeals the existing Section 22C.010.280, Cottage Housing Developments, of the Marysville Municipal Code that was adopted by Ordinance 2742.

Section 4. Adoption of New Cottage Housing Regulations. A new Section 22C.010.280, Cottage Housing Developments, of the Marysville Municipal Code is hereby adopted as set forth in **Exhibit B** attached hereto.

Section 5. Section 22A.010.160, Amendments, of the Marysville Municipal Code is hereby amended as follows by adding reference to this adopted ordinance in order to track amendments to the City’s Unified Development Code:

**“22A.010.160 Amendments.**

The following amendments have been made to the UDC subsequent to its adoption:

<u>Ordinance</u>	<u>Title (description)</u>	<u>Effective Date</u>
_____	Cottage Housing Amendments	_____, 2019”

Section 6. Severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

Section 7. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener’s errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 8. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF MARYSVILLE

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

Attest:

By: \_\_\_\_\_  
TINA BROCK, DEPUTY CITY CLERK

Approved as to form:

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

Date of Publication: \_\_\_\_\_

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



**COMMUNITY DEVELOPMENT DEPARTMENT**  
 80 Columbia Avenue ♦ Marysville, WA 98270  
 (360) 363-8100 ♦ (360) 651-5099 FAX

### PC Recommendation – Cottage Housing Amendments

The Planning Commission (PC) of the City of Marysville, having held a public hearing on June 11, 2019 in review of NON-PROJECT action amendments of the Marysville Municipal Code, proposing amendments to MMC Chapter 22C.010.280, *Cottage Housing Developments*. Having considered the exhibits and testimony presented, PC does hereby enter the following findings, conclusions and recommendation for consideration by the Marysville City Council:

#### FINDINGS:

1. The Community Development Department held a public meeting to introduce the NON-PROJECT action Cottage Housing Amendments to the community on May 14, 2019.
2. The proposal was submitted to the State of Washington Department of Commerce for 14-day expedited review on May 16, 2019, in accordance with RCW 36.70A.106.
4. The PC held public work sessions to review the NON-PROJECT action amendments proposing adoption of the NON-PROJECT action Cottage Housing Amendments as described above, on May 14 and June 11, 2019.
5. The PC held a duly-advertised public hearing on June 11, 2019 and received testimony from city staff and the public.
6. At the public hearing, the PC reviewed and considered the Cottage Housing Code Amendments.

#### CONCLUSION:

At the public hearing, held on June 11, 2019, the PC recommended **APPROVING** the Cottage Housing Code Amendments.

#### RECOMMENDATION:

Forwarded to City Council as a Recommendation of **APPROVAL** of the NON-PROJECT action known as the Cottage Housing Code Amendments, an amendment to Marysville Municipal Code Section 22C.010.280, *Cottage Housing Developments*, this **June 11, 2019**.

By:   
 Stephen Leifer, Planning Commission Chair

**22A.020.040 "C" definitions.**

"Cottage housing developments" means a grouping of small, single-family dwelling units, clustered around a common area and developed with a coherent plan for the site in accordance with [MMC 22C.010.280](#), Cottage housing developments.

**22C.010.280 Cottage housing developments.**

- (1) Purpose. The purpose of this section is to:
  - (a) Provide a housing type that responds to changing household sizes and ages (e.g., retirees, small families, single-person households);
  - (b) Provide opportunities for ownership of small, detached units within a single-family neighborhood;
  - (c) Encourage creation of more usable space for residents of the development through flexibility in density and lot standards;
  - (d) Support the growth management goal of more efficient use of urban residential land; and
  - (e) Provide guidelines to ensure compatibility with surrounding uses.
  
- (2) Applicability. Cottage housing developments are allowed, as follows:
  - (a) Within residentially zoned properties in Downtown Planning Area 1;
  - (b) Within single-family zones where properties are encumbered by at least 35 percent critical areas and associated buffers;
  - (c) On single-family zoned parcels adjacent to multifamily, commercial and industrial zoned parcels, as a transition to multifamily, commercial and industrial uses, including across the street on a case-by-case basis, if approved by the director;
  - (d) Within single-family zones where two or more unique site circumstances exist. Unique site circumstances may include shared common boundary with a city-owned park or nature preserve; close proximity to multi-family, commercial or industrial zoned properties as a complementary use; or other unique site circumstances as determined by the director.
  - (e) Within multi-family zoned properties.
  
- (3) Review Process.
  - (a) Cottage housing developments that are developed with all cottages located on a common lot shall be processed in accordance with [MMC Chapter 22G.120](#), Site Plan Review; and
  - (b) Cottage housing developments that are developed with cottages on individual lots shall be processed in accordance with [MMC Chapter 22G.090](#), Subdivisions and Short Subdivisions.
  
- (4) Accessory Uses. The following accessory uses are permitted within cottage housing developments:
  - (a) Community Buildings. Commonly owned community building(s) for the use of the residents of the cottage housing development are allowed but not required. Where provided, common buildings must be centrally located; clearly incidental in use and size to the rest of the development; and similar in design (i.e. roof pitch, architecture, materials and colors) to the cottage units. Common buildings may include meeting space, recreational facilities, a food preparation area, sinks, and toilets, but shall not include commercial uses, sleeping quarters, or bathing facilities (unless the bathing facility is clearly incidental to a recreational facility located within the common building).
  - (b) Garages or carports as outlined in [subsection \(11\)](#).
  - (c) Community gardens, play structures, and similar amenities for use of the occupants of the cottage housing development.

(5) Accessory Dwelling Units. Accessory dwelling units and/or extended-family dwelling units are not allowed in cottage housing developments.

(6) Density and Dimensions.

Density (dwelling unit/ acre)	2 times the base density of the underlying zone <sup>(a)</sup>
Development Size	Minimum 4 cottage units Maximum 12 cottage unit per grouping. Development may contain multiple groupings.
Minimum Lot Size	Beyond density and dimensional restrictions, there is no required minimum lot size for subdivided cottage lots.
Minimum front setback or yard	10 feet <sup>(b)</sup>
Minimum side setback or yard	5 feet <sup>(c), (d)</sup>
Minimum rear setback or yard	10 feet <sup>(b), (c)</sup>
Minimum setback from critical area buffers, or critical areas, if no buffer is required	15 feet
Maximum building coverage: percentage	40 percent <sup>(e)</sup>
Maximum impervious coverage: percentage	60 percent <sup>(e)</sup>

(a) Existing detached single-family residences, which may be nonconforming with respect to the standards of this section, shall be permitted to remain provided that the extent of the nonconformity may not be increased. Said residences shall be included in the maximum permitted cottage density, and must meet the applicable density and dimensional requirements of the underlying zone.

(b) The front and rear yard setbacks for cottages and two-story accessory structures shall be increased to 20 feet along the perimeter of cottage housing developments that abut existing single family residential development or single family zoned properties; provided, that this requirement shall not apply along perimeter boundaries abutting public right-of-way, or for infill lots located within Downtown Planning Area 1

(c) The side or rear yard setback adjacent to a public street or private drive aisle shall be 10 feet except when the side or rear yard abuts a designated arterial in which case the setback shall be increased to 15 feet.

(d) There shall be a minimum separation of six feet between principal structures; provided that:

(i) Where cottages will be subdivided onto individual lots, a 5 foot side yard setback from the property line, and 10 feet of structure separation shall be provided;

(ii) When there is a principal entrance on an interior facade of either or both of the facing facades, the minimum separation shall be 10 feet; and

(iii) When there is a principal entrance along a side facade, the side yard shall be no less than 10 feet.

(e) The building and impervious surface coverage allowances apply to the overall development site (when subdivision is not proposed), or to the individual lots.



## (7) Cottage Size, Height, and Porch Dimensional Standards.

Maximum cottage main floor area	800 square feet <sup>(a)</sup>
Maximum cottage total floor area	1 ½ times the area of the main floor or 1,200 square feet, whichever is less
Height	18 feet 23 feet (to ridge of pitched roof with minimum slope of 4:12) 28 feet (to ridge of pitched roof with minimum slope of 6:12) All parts of roof above 18 feet must be pitched.
Porch (primary)	Primary entry: 60 square feet Minimum dimension: 6 feet
Porch (secondary)	Secondary entry: 36 square feet Minimum dimension: 6 feet

(a) Cottage floor area shall be subject to the following standards:

(i) Enclosed space in a cottage located either above the main floor and more than 12 feet above finished grade, or below the main floor, shall be limited to no more than 50 percent of the enclosed space of the main floor, or 400 square feet, whichever is less. This restriction applies regardless of whether a floor is proposed in the enclosed space, but shall not apply to attic or crawl spaces (less than six feet in height).

(ii) Attached garages shall be included in the calculation of total floor area.

(iii) Areas that do not count as total floor area are:

(A) Unheated storage space located under the main floor of the cottage.

(B) Attached roofed porches.

(C) Detached garages or carports.

(D) Spaces with ceiling height of six feet or less measured to the exterior walls, such as a second floor area under the slope of a roof.

(iv) The total square foot area of a cottage dwelling unit may not be increased. A note shall be placed on the title to the property for the purpose of notifying future property owners that any increase in the total square footage of a cottage is prohibited for the life of the cottage or duration of city cottage regulations.

(8) Cottage Orientation and Open Space Standards. Cottages shall meet the following orientation and open space standards:

(a) Cottages shall be oriented around and have their main entry from the common open space.

(b) Each cottage shall abut the common open space, and the common open space shall have cottages abutting at least two sides.

(c) Four hundred square feet of open space shall be provided (200 square feet of private open space and 200 square feet of common open space).

(i) Private and common open space must be calculated separately (i.e. private open space does not count towards common open space, and common open space does not count towards private open space);

(ii) All open space must be usable and located at ground level. Critical areas and buffers shall not count towards open space;

(iii) Setbacks shall not be counted as either private or common open space unless the setback abuts a designated common open space area in which case the setback area may meet both setback and private open space requirements;

(d) Private open space shall:

(i) Be located in a contiguous area and abut the cottage it serves;

(ii) Be oriented towards the common open space as much as possible;

(iii) Have no horizontal dimension less than 10 feet; and

(iv) A fence or hedge not to exceed 3 ½ feet may separate private open space from common open space.

(e) Common open space shall:

(i) Be provided in a contiguous area to the extent feasible;

(ii) Be allocated so that at least 50 percent of the common open space for a grouping of cottages is located centrally among the grouping of cottages; and

(iii) Have no horizontal dimension less than 15 feet.

(9) Building Design Standards—Including Garages/Parking Structures. The purpose of the design standards is to: encourage variety and visual interest in new residential development in a manner that is compatible with the neighborhood character; ensure the scale of the cottages is proportional to their lot and parcel size; provide landscaping between new and existing development to buffer and provide a transition, to enhance the building and site appearance, and to maintain the quality of the neighborhood.

(a) Inviting Façade. Each cottage unit shall have an inviting façade for any façades abutting common open space areas, public rights-of-way, and private roads or accesses serving the cottage housing development. If a cottage unit abuts more than one public right-of-way or private road or access, the director shall determine which access the inviting façade shall be oriented towards.

(b) Building Character Proportionality and Massing. Size and height reductions of cottage housing, design techniques and perimeter buffer landscaping shall be used to promote compatibility with the surrounding neighborhood and proportionality and massing of new cottage development adjacent to existing single-family neighborhoods.

(c) Variety in Buildings and Visual Interest with Consistency in Architectural Style. The building designs and layout shall prevent the repetitive use of the same combination of building features, building layout, and site design elements within any cottage development, grouping of cottages, and adjacent dwellings.

(i) Varied and Interesting Rooflines. Varied and interesting rooflines must be provided which include use of varied pitched roof styles, gables, or dormers. Roof breaks or step-downs are encouraged and can be used to reduce required setbacks adjacent to parcel boundaries.

(ii) Separation of Identical Buildings and Elevations. Units of identical elevation types must be separated by at least two different elevations. This will result in at least three different building elevation plans per cluster. No two adjacent structures shall be built with the same building elevation (reverse elevations do not count as a different building elevation), façade materials, or colors.

(iii) Different Roof, Window Design and Entries. Provide differing roof forms, gables or dormers. Roof overhangs a minimum of six inches are required. Different window design, entry treatments and base treatments shall be utilized to help achieve variety.

(iv) Corner Lot Cottages. Cottages on corner lots shall be architecturally designed to provide modulation and detail on both frontages. Examples of modulation include use of bay windows, wrapped porches, and dormers.

(v) Open and Closed Cottages along Private Side Yards. Private side yards are an important element in cottage development. The side yard is typically designated to a particular cottage (like zero lot line homes) and this cottage should be open to the side yard

using doors, windows or a wrapped porch. The adjacent cottage having a closed side and window placement is an essential part of the design to achieve this relationship.

(d) Variety in Building Design. Provide variety and visual interest by using a combination of building elements, features and treatments in cottages as well as garages. Structures must include building articulation, change in materials or textures, windows, or other architectural features. A minimum of at least one side articulation or roof break shall occur for side elevations facing public streets or common open spaces or walkways to the common open spaces. No blank walls are allowed. The following building elements, features, and treatments that provide variety and visual interest shall be used in combination to create variety in building design, but are not limited to:

- (i) Variation in building type and plans.
- (ii) Variation in layout and orientation.
- (iii) Variation in building materials, mixture and texture.

(A) Vertical Changes. Changes in materials in a vertical wall shall occur at an internal corner or a logical transition such as aligning with a window edge or chimney.

(B) Horizontal Changes. Transition in materials on a wall surface, such as shingle or lap siding, shall be required to have a material separation, such as a trim band board.

(C) Acceptable Exterior Wall Material. Wood, cement fiberboard, stucco, standard sized brick and stone may be used. Simulated stone, wood, stone or brick may be used to detail homes.

(D) Trim. Trim may be wood, cement fiberboard, stucco, or stone materials. Trim is required around all doors and windows. The trim must be three and one-half inches minimum and be used on all elevations.

- (iv) Building modulation.
- (v) Building intervals and articulation.
- (vi) Varying roof shapes, pitches and gables.
- (vii) Varied roof heights and roof breaks or roof extensions.
- (viii) Dormers.
- (ix) Window trim and mullions.
- (x) Bay windows or bump outs.
- (xi) Entry enhancement.
- (xii) Porches and patios. (Porches with railings preferred.)
- (xiii) Use of varied siding, trim and base colors.
- (xiv) At a minimum use bottom and top material treatment and if

recommended use tripartite architecture.

(xv) Chimney or tower.

(xvi) Trellis.

(xvii) Belly bands, brackets/braces.

(xviii) Other building elements and the combined use of the above shall be

approved by the planning director.

(10) Site Access Standards. Access to the cottage housing development shall be provided as follows:

(a) Access to parking shall be from the alley when the cottage housing development abuts a platted alley improved to the city's engineering design and development standards, or when the director determines that alley access is feasible and desirable to mitigate parking access impacts.

(b) For cottage housing developments where all of the cottages are located on a common lot and alley access is not available, the private drive aisle standards outlined in [MMC Section 22C.130.050 Table 2](#) shall apply.

(c) For cottage housing developments where the cottages will be subdivided onto individual lots, the City's PRD and cottage housing street standards as set forth in the Engineering Development and Design Standards (EDDS) shall apply. The "PRD and Cottage Housing Access Street" standard shall apply where fewer than 20 dwelling units are proposed, and the "PRD and Cottage Housing Access Street with Parking" standard shall apply where 20 or more dwelling units are proposed. Modifications to the "PRD and Cottage Housing Access Street" and the "PRD and Cottage Housing Access Street with Parking" standards may be requested for sidewalks, planter strips, and on-street parking. The burden to clearly demonstrate the proposed modification meets the requirements of this section is the applicant's. (Note: it is not likely multiple reductions will be allowed along a single section of road.) If requesting a modification, the applicant shall submit an integrated pedestrian travel, landscape and parking plan as well as other information to demonstrate:

(i) Safe, aesthetically pleasing pedestrian travel is provided throughout the development;

(ii) Pedestrian travel within the development shall be tied to pedestrian travel routes outside the development, actual and/or planned.

(iii) Reduction of planter strips shall require additional equivalent or greater landscaping to benefit the development.

(iv) Any proposed modifications shall allow for efficient flow and movement of automobiles and pedestrians without negatively altering or constraining their movement.

(d) Five-foot-wide pedestrian pathways (sidewalks) must be included to provide for movement of residents and guests from parking areas to homes and other amenities.

(11) Parking Standards. Parking shall meet the following standards:

(a) Off-street parking spaces shall be provided as follows:

(i) 1 space for cottages 700 square feet or less;

(ii) 1 ½ spaces for cottages 701 to 1,000 square feet; and

(iii) 2 spaces for cottages 1,001 to 1,200 square feet.

(b) Parking stalls, garages and carports must be screened from public streets or abutting residential properties.

(c) Parking stalls, garages and carports shall be located in the following preferential order:

(i) To the rear of the units accessed off an alley;

(ii) To the side of the units accessed by a private driveway; or

(iii) A garage, landscaping, and/or fencing shall screen parking next to a side street.

(d) Parking stalls, garages and carports must meet the front yard setback requirements outlined in [Subsection \(6\)](#).

(e) Parking areas must be located in clusters of not more than six adjoining spaces. Landscaping or other architectural features shall separate clusters of parking, and clusters of parking from common areas.

(f) The parking area should not be the major view from the public right-of-way or street. Landscaping, cottages, or the common area should provide the view into the cottage development.

(g) Garages and carports shall be located so their visual presence is minimized, and associated noise or other impacts do not intrude into public spaces.

(h) The architectural design of all garages and carports must be similar and compatible to that of the cottage dwelling units within the development.

(i) Garage and carport rear and side elevations facing the public street or adjacent existing development shall have architectural details to minimize the impact of the facade.

(j) A six-single-vehicle-stall garage or carport is the maximum number allowed in any garage or carport.

(k) Shared detached garage structures shall be reserved for the parking of vehicles owned by the residents of the development. Storage of items which precludes the use of the parking spaces for vehicles is prohibited.

(12) Screening Standards.

(a) Boundaries between cottage dwellings and neighboring properties shall be screened with landscaping to reduce the appearance of bulk or intrusion onto adjacent properties, or otherwise treated (i.e., through setbacks or architectural techniques) to meet the intent of this section.

(b) Yard and open space fencing within the cottage housing development shall not exceed 3 ½ feet tall.

(c) Trash and Recycling Container Enclosure and Landscape Screening. All dumpster containers, individual refuse containers, and trash compactors shall be enclosed per the following standards:

(i) All loading, trash, recycling and storage areas shall be located so they are not visible from streets and will be concealed.

(ii) An architectural screen shall surround all sides except the access entry. Building walls of adjacent structures may be used to partially satisfy this requirement. Screen walls shall be a solid visual screen constructed out of metal, concrete, and/or masonry units; or other materials similar to the cottages and garage structures. Required gates and trellises, and other architectural screening elements, shall be designed so that they complement the surrounding buildings unless there is some overriding fire access issue.

(iii) A concrete slab shall be installed as the base material within the enclosure.

(13) Homeowners' Association. A homeowners' association and covenants are required for the maintenance of the common areas and buildings.

(14) Requests for Modifications to Standards. The community development director may approve minor modifications to the general parameters and design standards set forth in this chapter, provided the site is constrained due to unusual shape, topography, easements or sensitive areas.

(a) The modification is consistent with the objectives of this chapter.

(b) The modification will not result in a development that is less compatible with neighboring land uses.